

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: April 17, 2023

time: 5:30 P.M.

MAYORRUSS TRIMBLE
COUNCILMEMBER AT LARGERENEE HARDMAN
COUNCILMEMBER AT LARGEMATTHEW McKINNEY
COUNCILMEMBER 1ST WARDKEVIN L. TREVILLYAN
COUNCILMEMBER 2ND WARDGREG HUDSON
COUNCILMEMBER 3RD WARDDOUG LOOTS

CITY MANAGER.....TOM HADDEN
CITY ATTORNEY.....RICHARD SCIESZINSKI
CITY CLERK.....RYAN JACOBSON
DEPUTY CITY CLERK...JULIUS ARRINGTON

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: 380 607 535#*

1. **Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
2. **Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)
3. **Mayor/Council/Manager Report/Other Entities Update**
4. **Consent Agenda**
 - a. Motion - Approval of Minutes of April 3, 2023 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. Tasting Station Restaurant Group, LLC d/b/a BeerStyles Gastropub & Taproom/SALT of the Hearth, 5513 Mills Civic Parkway - Class C Retail Alcohol License with Outdoor Service - Renewal
 2. Midwest Ventures 6, LLC d/b/a The Breakfast Club, 5525 Mills Civic Parkway, Suite 100 - Class C Retail Alcohol License with Outdoor Service - Renewal
 3. Blazin Wings, Inc. d/b/a Buffalo Wild Wings Grill & Bar, 6925 Mills Civic Parkway, Suite #115 - Class C Retail Alcohol License with Outdoor Service - Renewal
 4. Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle Mexican Grill, 1551 Valley West Drive, Suite #224 - Class C Retail Alcohol License with Outdoor Service - Renewal
 5. Revenge is a Dish, LLC d/b/a Club Envy, 5485 Mills Civic Parkway - Class C Retail Alcohol License with Outdoor Service - Renewal

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6. El Fogon del Chivo, LLC d/b/a El Fogon, 1250 8th Street - Class C Retail Alcohol License with Outdoor Service and Catering Privileges - Renewal
 7. LVP FFI Des Moines Holding Corp. d/b/a Fairfield Inn West Des Moines, 7225 Vista Drive - Class B Retail Alcohol License - New
 8. Fareway Stores, Inc. d/b/a Fareway Store #153, 329 Grand Avenue - Class E Retail Alcohol License - Renewal
 9. Historic Valley Junction Foundation d/b/a Historic Valley Junction Foundation, 137 5th Street - Eight-Month Special Class C Retail Alcohol License with Outdoor Service - New
 10. Hy-Vee, Inc. d/b/a Hy-Vee Drugstore #2, 1010 60th Street - Class E Retail Alcohol License - Renewal
 11. Miranda Brothers Corporation d/b/a Mi Patria, 1410 22nd Street - Class C Retail Alcohol License - Renewal
 12. GMRI, Inc. d/b/a The Olive Garden Italian Restaurant #1146, 3600 Westown Parkway - Class C Retail Alcohol License - Renewal
 13. St. Francis of Assisi Roman Catholic Church d/b/a St. Francis of Assisi Church, 7075 Ashworth Road - Special Class C Retail Alcohol License - Renewal
 14. Kelly Midwest Ventures LP d/b/a Staybridge Suites, 6905 Lake Drive - Class C Retail Alcohol License - Renewal
 15. T-Bowl Investments Inc. d/b/a Val Lanes Recreation Center, 100 Ashworth Road - Class C Retail Alcohol License - Renewal
 16. Wasabi Group Inc. d/b/a Wasabi, 9500 University Avenue, Suite 2101 - Class C Retail Alcohol License with Outdoor Service - Renewal
- d. Motion - Approval of Order for Violation of Alcohol Laws
- e. Motion - Approval of Acknowledgment/Settlement Agreement for Violation of Tobacco Laws
- f. Motion - Approval of Artists and Artwork Locations - 2023 WDMurals
- g. Motion - Approval of Change Order #4 - South Grand Prairie Parkway, Grand Avenue to South of Raccoon River Drive
- h. Resolution - Approval of Interfund Transfers
- i. Resolution - Approval to Renew Revolving Line of Credit with West Bank
- j. Resolution - Approval of Senior Bond Issuance Certificate - \$94,250,000 Des Moines Metropolitan Wastewater Reclamation Authority (WRA) Senior Bonds
- k. Resolution - Direct Advertisement for Sale, Approval of Electronic Bidding Procedures and Approval of Official Statement - \$13,170,000 General Obligation Bonds, Series 2023A; \$17,200,000 Taxable General Obligation Urban Renewal Bonds, Series 2023B; \$20,330,000 General Obligation Urban Renewal Bonds, Series 2023C; \$4,855,000 Taxable General Obligation Urban Renewal Bonds, Series 2023D
- l. Resolution - Approval of Substituted and Restated 28E Agreement - Polk County Emergency Management
- m. Resolution - Approval of Amendment to the Policy for Roadway Naming and Addressing

- n. Proclamation - Approval of Proclamations:
 - 1. National Library Week, April 23-29, 2023
 - 2. Minority Owned Business Day, April 21, 2023
 - 3. Earth Day, April 22, 2023
 - 4. Arbor Day, April 28, 2023

5. Old Business

- a. Repeal Assigned Zoning District, south of Raccoon River and East of I-35 - Amend the Zoning Map to Repeal Assigned Zoning Designations on Properties Which Are Inconsistent with the Comprehensive Plan Land Use Designation - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

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

- a. Stone Cross Lawn & Landscape, 3410 SE 22nd Street - Amend the Zoning Map to Rezone Property from Professional Commerce Park to Light Industrial - Stone Cross Properties, LLC
 - 1. Ordinance - Approval of First Reading
- b. High Point, generally located north and south of future Stagecoach Drive between South 81st Street and the future extension of South 85th Street - Amend Comprehensive Plan Developed Areas Land Use Map and Amend the Zoning Map to Establish Land Use and Zoning Appropriate for Single Family Residential, Medium Density Residential and High-Density Residential Development - High Point Group, LLC
 - 1. Resolution - Approval of Comprehensive Plan Amendment
 - 2. Ordinance - Approval of First Reading
- c. 2023-24 FY Operating and Capital Budget - City Initiated (Continued from March 20, 2023)
 - 1. Resolution - Approval of Budget
- d. SE Adams Street, Veterans Parkway to SE Orilla Road - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract
- e. 2022 Channel Repair Program - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract

- f. 2022 Median Renovations Program - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract

- 7. New Business**
 - a. Plat of Survey Parcel '2023-21', 830 1st Street - Approval of Plat of Survey to Create a 0.35-acre Parcel for Future Development - First Street, Limited Partnership
 - 1. Resolution - Approval and Release of Plat of Survey

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

- 9. Other Matters**

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

April 3, 2023

West Des Moines City Council Proceedings
Monday, April 3, 2023

Mayor Russ Trimble 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, April 3, 2023 at 5:30 PM. Council members present were: R. Hardman, G. Hudson, D. Loots, M. McKinney, and K. Trevillyan.

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

Vote 23-095: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 2. Public Forum:

Vicki Long-Hill, 136 10th Street, expressed concerns that the alley on the east side of 10th Street has been excluded from the current phase of the Valley Junction Alley Improvements project.

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.

Katherine Harrington, President/CEO of the West Des Moines Chamber of Commerce, and Jon Hummel, Vice President of Commercial Banking at West Bank, presented an update on the activities of the West Des Moines Chamber of Commerce and expressed appreciation to the City for its support.

Council member Hardman stated she is proud of the Fair Housing Month proclamation on tonight's agenda, and she reported she will sit on a panel for an affordable event later this month. She also reported she was honored to be the keynote speaker at the 2023 Mentoring for Women event, hosted by the West Des Moines Chamber of Commerce

Council member McKinney reported he attended a meeting of the Development and Planning Subcommittee, where discussion was held on building guidelines

Council member Hudson reported he attended a meeting of the Finance and Administration Subcommittee, where discussion was held on the upcoming bond issuances and how the City's AAA bond rating helps the City obtain the best interest rates possible on those bonds. He also attended a meeting of the Library Board of Trustees, and he is excited to start in his new role as the City Council liaison to that board. He also extended a welcome to Laura Murphy, who was recently hired as Recreation Coordinator in the Parks and Recreation Department.

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City Manager Tom Hadden reported a written legislative report will be distributed to the Council later tonight or tomorrow morning. He noted Item 8(a) Westcom Financial Report for FY 2021-22 is a new item, as this is the first time there has been a separate audit conducted for Westcom. He also noted there is a proclamation on tonight's agenda for National Public Safety Telecommunicators Week, and he commended the Westcom staff for their exemplary service, as he believes they are the best public safety telecommunicators in the state.

On Item 4. Consent Agenda.

Council members pulled Items 4(1)1 and 4(1)2 for discussion. It was moved by Loots, second by Hardman to approve the consent agenda as amended.

- a. Approval of Minutes of March 20, 2023 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 - 1. Andy's Tanning, LLC d/b/a Andy's Nail Bar, 8850 University Avenue, Suite 104 - Special Class C Retail Alcohol License - New
 - 2. T&K Ventures, LLC d/b/a Early Bird, 9250 University Avenue, Suite 107 - Class C Retail Alcohol License with Outdoor Service - Renewal
 - 3. El Rey Corporation d/b/a El Rey Burritos, 1310 Grand Avenue - Class C Retail Alcohol License - Renewal
 - 4. Git-N-Go Convenience Stores, Inc. d/b/a Git-N-Go Convenience Store #4, 1325 Grand Avenue - Class B Retail Alcohol License - New
 - 5. HD on the Go Big Screen, LLC d/b/a HD on the Go Big Screen, 1551 Valley West Drive (South Parking Lot) - Eight-Month Special Class C Retail Alcohol License with Outdoor Service - New
 - 6. Ironside Axe Club, LLC d/b/a Ironside Axe Club, 2700 University Avenue, Suite 100 - Class C Retail Alcohol License with Outdoor Service - New
 - 7. Hy-Vee, Inc. d/b/a The Ron Pearson Center, 5820 Westown Parkway - Class C Retail Alcohol License with Catering Privileges - Renewal
 - 8. Carson Advertising, Inc. d/b/a Vista Pub, 7205 Vista Drive, #116 - Class C Retail Alcohol License with Outdoor Service - Renewal
- d. Approval of Special Event Lane Closures - Miscellaneous Events - Historic Valley Junction Foundation
- e. Approval of Appointments:
 - 1. Human Rights Commission
 - 2. Revised 2022-23 Committee and Other Assignments
- f. Approval of Additional Services Agreement - Flock Group, Inc.
- g. Approval of Renewal Contract Agreement - Electrical Repair Services
- h. Approval of Title VI Non-Discrimination Agreement and Assurances
- i. Approval of Change Order #6 - Grand Avenue, South Grand Prairie Parkway to South 115th Street

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- j. Order Construction:
 - 1. 2023 Asphalt Trail Renovation Project
 - 2. MidAmerican Energy RecPlex - Operational Improvements
 - 3. Valley Junction Business District Pavers and Sidewalk, Phase 3
- k. Accept Work:
 - 1. Grand Avenue Reconstruction, 1st to 6th Street
 - 2. Holiday Park Youth Baseball Field 3 and 4 Improvements, Phase 7

Vote 23-096: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 4(l)1 Proclamation - Fair Housing Month, April 2023

It was moved by Hardman, second by Hudson to approve Item 4(l)1 Proclamation - Fair Housing Month.

Mayor Trimble read Proclamation - Fair Housing Month.

Vote 23-097: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 4(l)2 Proclamation - National Public Safety Telecommunicators Week, April 9-15, 2023

Mayor Trimble read Proclamation - National Public Safety Telecommunicators Week

It was moved by Trevillyan, second by Hudson to approve Item 4(l)2 National Public Safety Telecommunicators Week.

Vote 23-098: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 5(a) Amendment to City Code - Title 3 (Business and Licensing), Title 8 (Building Regulations), and Title 9 (Zoning) - Modify Regulations Pertaining to Short Term Rentals to Align with State Code, initiated by the City of West Des Moines

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

Vote 23-099: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 23-100: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 5(b) 2023-24 FY Hotel/Motel Tax Allocations, initiated by the City of West Des Moines (Continued from March 20, 2023)

It was moved by Trevillyan, second by Hudson to adopt Motion - Approval of Subcommittee Recommendation.

Council member Hudson expressed appreciation to all the applicants for Hotel/Motel Tax funding for the work they put into their applications and presentations. He noted the total amount requested from all applicants was approximately double the amount of funding available, and this year's allocations are decreasing across the board from last year's.

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

Vote 23-101: Hardman, Hudson, McKinney, Trevillyan...4 yes
Loots...1 abstain due to potential conflict of interest
Motion carried.

On Item 6(a) Mayor Trimble indicated this was the time and place for a public hearing to consider Repeal Assigned Zoning District, south of Raccoon River and East of I-35 - Amend the Zoning Map to Repeal Assigned Zoning Designations on Properties Which Are Inconsistent with the Comprehensive Plan Land Use Designation, 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 March 17, 2023 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated on a vote of 5-0, with two members absent, the Plan and Zoning Commission recommended City Council approval of the rezoning request.

Mayor Trimble asked if there were any public comments.

Ian McTavish, 2270 SE Browns Woods Place, requested clarification on the purpose of this item.

Jessica Grove, Assistant City Attorney, stated this proposed ordinance would bring the zoning into compliance with the recently adopted comprehensive plan land use map.

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

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

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Council member McKinney inquired how staff selected the properties that would be designated as unzoned by this ordinance.

Linda Schemmel, Development Coordinator, responded staff identified all properties with an existing zoning that was inconsistent with its new comprehensive plan land use designation, excluding properties that already had a structure standing on them.

Ms. Grove stated this change would prevent a potential buyer of one of these properties from thinking they could develop the property according to a zoning classification which is out of compliance with the comprehensive plan. By designating these properties as unzoned, they cannot be developed at all until they are rezoned to a classification that is compatible with the comprehensive plan land use designation.

Council member McKinney inquired why this rezoning was brought to the Council several months after the comprehensive plan update was adopted.

Ms. Schemmel responded it took time for staff to identify the properties with zoning that was no longer in compliance and to determine how to best address those non-compliant properties. She noted staff is recommending they be classified as unzoned to allow for the most flexibility.

Council member McKinney inquired about the status of the updated zoning code ordinance.

Ms. Schemmel responded staff recently held a meeting with the consultant to discuss details of the proposed zoning code ordinance. She noted staff would like to hold workshops with the City Council and the Plan and Zoning Commission in the coming weeks to discuss work on the proposed ordinance.

Council member McKinney expressed concerns that the council adopted a comprehensive plan update without compatible zoning for some properties, which was in violation of state law, and he was not made aware of that fact at the time. He also expressed concerns that these properties being classified as unzoned will require a potential developer to through the process of red tape to get the property rezoned before they could develop it. He also expressed concerns that a property being classified as unzoned could give neighboring property owners a false impression that nothing could be developed on the property.

Mayor Trimble stated the comprehensive land use map is intended to provide the assurance to neighboring property owners about what types of development could occur on any given property. He also noted that, while adopting the comprehensive plan update several months prior to bringing the zoning into compliance temporarily violated state law, he believes it was unavoidable.

Vote 23-102: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

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The City Clerk read the preamble to the ordinance.

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

Vote 23-103: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 6(b) Mayor Trimble indicated this was the time and place for a public hearing to consider Vacation of a Portion of Booneville Road Right of Way, initiated by the City of West Des Moines (Continued from March 20, 2023). He asked for the date the notice was published and the City Clerk indicated the notice was published on March 8, 2023 and March 17, 2023 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated on a vote of 5-0, with two members absent, the Plan and Zoning Commission recommended City Council approval of the vacation request.

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

It was moved by Loots, second by Trevillyan to adopt Resolution - Approval of Vacation.

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

Vote 23-104: Hardman, Hudson, Loots, Trevillyan...4 yes
McKinney...1 abstain due to potential conflict of interest
Motion carried.

On Item 6(c) Mayor Trimble indicated this was the time and place for a public hearing to consider Issuance of Not to Exceed \$10,000,000 General Obligation Bonds (ECP), 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 March 21, 2023 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Hudson, second by Loots to adopt Resolution - Instituting Proceedings to Take Additional Action.

Vote 23-105: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

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On Item 6(d) Mayor Trimble indicated this was the time and place for a public hearing to consider Issuance of Not to Exceed \$700,000 General Obligation Bonds (GCP-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 March 21, 2023 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Hudson, second by Loots to adopt Resolution - Instituting Proceedings to Take Additional Action.

Vote 23-106: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 6(e) Mayor Trimble indicated this was the time and place for a public hearing to consider Issuance of Not to Exceed \$700,000 General Obligation Bonds (GCP-2), 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 March 21, 2023 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Hudson, second by Loots to adopt Resolution - Instituting Proceedings to Take Additional Action.

Vote 23-107: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 6(f) Mayor Trimble indicated this was the time and place for a public hearing to consider Issuance of Not to Exceed \$600,000 General Obligation Bonds (GCP-3), 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 March 21, 2023 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated none had been received.

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

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It was moved by Hudson, second by Loots to adopt Resolution - Instituting Proceedings to Take Additional Action.

Vote 23-108: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 6(g) Mayor Trimble indicated this was the time and place for a public hearing to consider Issuance of Not to Exceed \$700,000 General Obligation Bonds (GCP-4), 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 March 21, 2023 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Hudson, second by Hardman to adopt Resolution - Instituting Proceedings to Take Additional Action.

Vote 23-109: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 6(h) Mayor Trimble indicated this was the time and place for a public hearing to consider Issuance of Not to Exceed \$700,000 General Obligation Bonds (GCP-5), 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 March 21, 2023 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Loots, second by Hudson to adopt Resolution - Instituting Proceedings to Take Additional Action.

Vote 23-110: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 6(i) Mayor Trimble indicated this was the time and place for a public hearing to consider Issuance of Not to Exceed \$500,000 General Obligation Bonds (GCP-6), 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 March 21, 2023 in the Des Moines Register. Mayor

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Trimble asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Hudson, second by Hardman to adopt Resolution - Instituting Proceedings to Take Additional Action.

Vote 23-111: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 6(j) Mayor Trimble indicated this was the time and place for a public hearing to consider 2023 HMA Resurfacing 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 March 17, 2023 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated none had been received.

Mayor Trimble 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 Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Des Moines Asphalt & Paving.

Vote 23-112: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 6(k) Mayor Trimble indicated this was the time and place for a public hearing to consider 2022 Pavement Markings and On-Street Bike Markings 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 March 17, 2023 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Hudson, second by Loots to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Quality Striping, Inc.

Vote 23-113: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

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On Item 6(l) Mayor Trimble indicated this was the time and place for a public hearing to consider 2022 Parking Lot Repairs 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 March 17, 2023 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 23-114: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 7(a) The Pines at Glen Oaks, southwest quadrant of I-35 and Mills Civic Parkway Interchange - Approval of Preliminary Plat to Create 33 Lots for Multi-Family Residential Development, initiated by Paramount-Destination Homes, Inc.

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

Vote 23-115: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

Tom Polking, 1243 Glen Oaks Drive, expressed concerns that this proposed development does not fit the quality of the existing homes in the Glen Oaks development, it could potentially generate traffic issues through the entrance into their development, and it could negatively impact the property values throughout their development. He also expressed concerns that the board of the homeowner's association has failed to adequately inform the Glen Oaks residents about this project.

Mayor Trimble noted this proposed development was approved by the homeowner's association, and it has now been approved by the City Council. He suggested Mr. Polking express his concerns to the board of the homeowner's association.

Council member McKinney noted this proposed development was discussed at Development and Planning Subcommittee, and staff indicated they do not anticipate the development would generate any public safety concerns or traffic issues.

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Jamie Myers, speaking on behalf of Paramount-Destination Homes, Inc., stated these homes will be upscale rowhomes, ranging in price from \$650,000 to \$850,000, so he believes their quality will be consistent with the existing properties in the development.

On Item 7(b) Primrose School, 8080 Coachlight Drive - Approval of Preliminary Plat to Create Two Lots for Commercial Development and Approval of Site Plan to Allow Construction of a Daycare Building, initiated by Hurd Parkway, LLC

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

Vote 23-116: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 7(c) Chick-fil-A, 6555 Mills Civic Parkway - Approval of Minor Modification to Site Plan to Allow Construction of New Drive-Thru Canopies, initiated by Chick-fil-A, Inc.

It was moved by McKinney, second by Hudson to adopt Resolution - Approval of Minor Modification, subject to the applicant complying with all applicable City Code requirements and the conditions of approval listed in the Resolution.

Vote 23-117: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 7(d) Plat of Survey Parcels 23-25 and 23-26, 9127 Cedar Ridge Drive - Approval of Plat of Survey to Divide Lot in Two and Tie to Adjoining Lots, initiated by Unique Homes

It was moved by Hudson, second by Loots to adopt Resolution - Approval and Release of Plat of Survey, subject to the applicant complying with all applicable City Code requirements and the conditions of approval listed in the Resolution, and Resolution - Approval of Vacation of Public Utility Easement and Acceptance of New Public Utility Easement.

Vote 23-118: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 7(e) Plat of Survey Parcel 22-119, generally located south of Booneville Road and west of South Grand Prairie Parkway - Approval of Plat of Survey Regarding the Vacation of a Portion of Booneville Road Right of Way, initiated by the City of West Des Moines

It was moved by Hudson, second by Loots to adopt Resolution - Approval and Release of Plat of Survey.

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

Vote 23-119: Hardman, Hudson, Loots, Trevillyan...4 yes
McKinney...1 abstain due to potential conflict of interest
Motion carried.

On Item 7(f) Easy Go Liquor, 900 Grand Avenue - Approval of Minor Modification to Site Plan to Allow Site and Façade Modifications, initiated by Pinky, Inc.

It was moved by Hudson, second by McKinney to adopt Resolution - Approval of Minor Modification, subject to the applicant complying with all applicable City Code requirements and the conditions of approval listed in the Resolution.

Vote 23-120: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 7(g) Issuance of \$13,170,000 General Obligation Bonds or Capital Loan Notes, Series 2023A, initiated by the City of West Des Moines

It was moved by Loots, second by Hudson to adopt Resolution - Authorizing the Issuance and Levying a Tax.

Vote 23-121: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 7(h) Issuance of \$17,200,000 Taxable General Obligation Urban Renewal Bonds or Capital Loan Notes, Series 2023B, initiated by the City of West Des Moines

It was moved by Loots, second by Hudson to adopt Resolution - Authorizing the Issuance and Levying a Tax.

Vote 23-122: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes
Motion carried.

On Item 8(a) Westcom Financial Report - 2021-22 FY - Received and Filed

On Item 9 - Other Matters: none

The meeting was adjourned at 7:34 p.m.

April 3, 2023

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Russ Trimble, Mayor

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

ITEM: Motion – Approval of Bill Lists

DATE: April 17, 2023


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	04/17/2023	\$1,654,566.45
EFT Claims	04/17/2023	\$2,750,569.20
Control Pay	04/17/2023	\$82,671.28
Microsoft Escrow Checks	04/17/2023	\$ 0.00
Microsoft Escrow EFT	04/17/2023	\$ 0.00
End of Month & Off-Cycle	03/21/2023 to 04/30/2023	\$614,730.18

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: 04/17/2023

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement				
Check	04/17/2023	328600 Accounts Payable	ABSOLUTE CONCRETE CONSTRUCTION INC	404,541.21
Check	04/17/2023	328601 Accounts Payable	ADP SCREENING & SELECTION SVCS	461.13
Check	04/17/2023	328602 Accounts Payable	ALLEN OCCUPATIONAL HEALTH SERVICES	273.00
Check	04/17/2023	328603 Accounts Payable	ALWAN , MADIHA	27.50
Check	04/17/2023	328604 Accounts Payable	ALWAN , MAYADA	35.00
Check	04/17/2023	328605 Accounts Payable	AM COHRON & SON INC	228,157.93
Check	04/17/2023	328606 Accounts Payable	ASCHEMAN , PHILIP	675.00
Check	04/17/2023	328607 Accounts Payable	B&H PHOTO VIDEO INC	236.00
Check	04/17/2023	328608 Accounts Payable	BAILEY , JESSICA	75.00
Check	04/17/2023	328609 Accounts Payable	BASEPOINT BUILDING- AUTOMATIC DOOR GROUP	225.00
Check	04/17/2023	328610 Accounts Payable	BATON GLOBAL LLC	585.00
Check	04/17/2023	328611 Accounts Payable	BEELINE AND BLUE	443.40
Check	04/17/2023	328612 Accounts Payable	BOETGER LAWNSCAPES LLC	3,082.29
Check	04/17/2023	328613 Accounts Payable	BOUND TREE MEDICAL LLC	4,292.10
Check	04/17/2023	328614 Accounts Payable	BUELOW , LISA	104.00
Check	04/17/2023	328615 Accounts Payable	CADD MICROSYSTEMS INC	3,035.00
Check	04/17/2023	328616 Accounts Payable	CAPPEL'S ACE HARDWARE	44.14
Check	04/17/2023	328617 Accounts Payable	CARDIO PARTNERS INC	276.46
Check	04/17/2023	328618 Accounts Payable	CHAD HITSMAN- EDGETECH SHARPENING	240.00
Check	04/17/2023	328619 Accounts Payable	CHAD TORSTENSON EMS MEDIC	3,000.00
Check	04/17/2023	328620 Accounts Payable	CHICK-FIL-A MILLS CIVIC PARKWAY	1,880.00
Check	04/17/2023	328621 Accounts Payable	CLARK , JAYLA	435.00
Check	04/17/2023	328622 Accounts Payable	COLORID LLC	1,039.00
Check	04/17/2023	328623 Accounts Payable	CUMMINS SALES AND SERVICE	493.76
Check	04/17/2023	328624 Accounts Payable	DELINEA INC- THYCOTIC SOFTWARE	3,000.00
Check	04/17/2023	328625 Accounts Payable	DEPT OF PUBLIC DEFENSE	75.00
Check	04/17/2023	328626 Accounts Payable	EARL MAY SEED AND NURSERY	224.91
Check	04/17/2023	328627 Accounts Payable	EKWALL , MARIA	184.50
Check	04/17/2023	328628 Accounts Payable	ELECTRICAL ENGINEERING & EQUIPMENT CO	61.88
Check	04/17/2023	328629 Accounts Payable	FACTORY MOTOR PARTS COMPANY	136.10

City of West Des Moines, IA
City Council Report
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 Batch Date: 04/17/2023

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Check	04/17/2023	328630 Accounts Payable	FASTENAL COMPANY	190.38
Check	04/17/2023	328631 Accounts Payable	FEDEX	83.81
Check	04/17/2023	328632 Accounts Payable	FERGUSON , JULIE	416.00
Check	04/17/2023	328633 Accounts Payable	FILTA	300.00
Check	04/17/2023	328634 Accounts Payable	FIRE SERVICE TRAINING BUREAU	50.00
Check	04/17/2023	328635 Accounts Payable	FORKLIFTS OF DES MOINES	850.00
Check	04/17/2023	328636 Accounts Payable	FURRY FRIENDS REFUGE	6,900.00
Check	04/17/2023	328637 Accounts Payable	GET SOME GUNS LLC- RANGEMASTERS TRAINING CENTER	513.52
Check	04/17/2023	328638 Accounts Payable	GOOD DEAL LLC	2,258.00
Check	04/17/2023	328639 Accounts Payable	GRAINGER INC	843.61
Check	04/17/2023	328640 Accounts Payable	GRANITE TELECOMMUNICATIONS LLC	4,169.00
Check	04/17/2023	328641 Accounts Payable	GRAYBAR ELECTRIC CO INC	140.31
Check	04/17/2023	328642 Accounts Payable	GRIMES ASPHALT & PAVING	958.40
Check	04/17/2023	328643 Accounts Payable	GRIMM CONCRETE SERVICE INC	200.00
Check	04/17/2023	328644 Accounts Payable	HADGU , LUWAM	33.00
Check	04/17/2023	328645 Accounts Payable	HAWKEYE TRUCK EQUIPMENT	512.94
Check	04/17/2023	328646 Accounts Payable	HEALEY , DR HOLLY	1,000.00
Check	04/17/2023	328647 Accounts Payable	HERBERGER CONSTRUCTION	48,500.00
Check	04/17/2023	328648 Accounts Payable	HI TOUCH BUSINESS SERVICES LLC	150.23
Check	04/17/2023	328649 Accounts Payable	HOME DEPOT CREDIT SERVICES	479.88
Check	04/17/2023	328650 Accounts Payable	HY VEE INC	85.02
Check	04/17/2023	328651 Accounts Payable	IOWA DEPARTMENT OF TRANSPORTATION	164,639.37
Check	04/17/2023	328652 Accounts Payable	IOWA PRISON INDUSTRIES	38.99
Check	04/17/2023	328653 Accounts Payable	IOWA SIGNAL INC	853.20
Check	04/17/2023	328654 Accounts Payable	IOWA STATE UNIVERSITY SCIENCE AND TECHNOLOGY	2,000.00
Check	04/17/2023	328655 Accounts Payable	JACOBS , CARRIE GRACE	130.00
Check	04/17/2023	328656 Accounts Payable	JET DRAIN SERVICES LLC	11,406.18
Check	04/17/2023	328657 Accounts Payable	JMT TRUCKING	6,588.80
Check	04/17/2023	328658 Accounts Payable	JOHNSON BROTHERS OF IOWA INC	214.80
Check	04/17/2023	328659 Accounts Payable	KALDENBERG'S PBS LANDSCAPING	2,752.10
Check	04/17/2023	328660 Accounts Payable	KLAHN , RICHARD	104.00
Check	04/17/2023	328661 Accounts Payable	KLOCKE'S EMERGENCY VEHICLES	861.79
Check	04/17/2023	328662 Accounts Payable	KORDICK PLUMBING	200.00

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Check	04/17/2023	328663 Accounts Payable	LACINA , WENDY	312.00
Check	04/17/2023	328664 Accounts Payable	LINDE GAS & EQUIPMENT INC	646.25
Check	04/17/2023	328665 Accounts Payable	LINDEMAN , DEAN	344.00
Check	04/17/2023	328666 Accounts Payable	LOGOED APPAREL & PROMOTIONS	1,598.18
Check	04/17/2023	328667 Accounts Payable	LOUNSBURY LANDSCAPING SAND & GRAVEL	3,308.05
Check	04/17/2023	328668 Accounts Payable	LOWE'S HOME CENTER INC	2,913.65
Check	04/17/2023	328669 Accounts Payable	LUGO , DELIA I	195.03
Check	04/17/2023	328670 Accounts Payable	MARLOW WHITE	119.95
Check	04/17/2023	328671 Accounts Payable	MARTIN'S FLAG COMPANY LLC	279.60
Check	04/17/2023	328672 Accounts Payable	MEDIACOM	156.90
Check	04/17/2023	328673 Accounts Payable	MEDIACOM	10.82
Check	04/17/2023	328674 Accounts Payable	MENARDS- CLIVE	181.80
Check	04/17/2023	328675 Accounts Payable	MEREDITH , JORDAN	104.00
Check	04/17/2023	328676 Accounts Payable	MERRITT COMPANY INC	1,993.00
Check	04/17/2023	328677 Accounts Payable	MTI DISTRIBUTING, INC.	112.60
Check	04/17/2023	328678 Accounts Payable	NATIONAL SPORTS PRODUCTS - DOUGLAS INDUSTRIES	2,462.68
Check	04/17/2023	328679 Accounts Payable	NATIONWIDE OFFICE CLEANERS LLC	1,288.00
Check	04/17/2023	328680 Accounts Payable	NOBLE- IOWA CHAPTER	105.00
Check	04/17/2023	328681 Accounts Payable	OLSSON INC	311,051.83
Check	04/17/2023	328682 Accounts Payable	ONE SOLUTION FOUNDATION	10,000.00
Check	04/17/2023	328683 Accounts Payable	PALE BLUE DOT LLC	3,759.66
Check	04/17/2023	328684 Accounts Payable	PAPER ROLL PRODUCTS INC	62.95
Check	04/17/2023	328685 Accounts Payable	PEAK DISTRIBUTING	149.90
Check	04/17/2023	328686 Accounts Payable	PEPSI BEVERAGES COMPANY	1,238.64
Check	04/17/2023	328687 Accounts Payable	PLUMB SUPPLY COMPANY	256.56
Check	04/17/2023	328688 Accounts Payable	POLK COUNTY RECORDER	37.00
Check	04/17/2023	328689 Accounts Payable	POLK COUNTY RECORDER	42.00
Check	04/17/2023	328690 Accounts Payable	POLK COUNTY RECORDER	269.00
Check	04/17/2023	328691 Accounts Payable	POLK COUNTY TREASURER	300.00
Check	04/17/2023	328692 Accounts Payable	PROVANTAGE LLC	372.44
Check	04/17/2023	328693 Accounts Payable	RAGAN , TIERENIE	437.40
Check	04/17/2023	328694 Accounts Payable	REITER , BAILEE	300.00
Check	04/17/2023	328695 Accounts Payable	ROBERT HALF TECHNOLOGY	2,487.50
Check	04/17/2023	328696 Accounts Payable	SCHEELS ALL SPORTS INC	198.00

City of West Des Moines, IA
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Check	04/17/2023	328697 Accounts Payable	SEGURA CONCRETE LLC	200.00
Check	04/17/2023	328698 Accounts Payable	SERENITY HOMES & RENOVATIONS - RYAN BAUMGARTEL	1,990.80
Check	04/17/2023	328699 Accounts Payable	SKOLD DOOR & FLOOR CO	263.22
Check	04/17/2023	328700 Accounts Payable	SMITH'S SEWER SERVICE INC	107.00
Check	04/17/2023	328701 Accounts Payable	SNAP-ON TOOLS- MARK STUCHEL	14.10
Check	04/17/2023	328702 Accounts Payable	SPEEDPRO IMAGING	1,220.60
Check	04/17/2023	328703 Accounts Payable	STAPLES CONTRACT & COMMERCIAL LLC	1,610.12
Check	04/17/2023	328704 Accounts Payable	STRATEGIC AMERICA INC	200.00
Check	04/17/2023	328705 Accounts Payable	STRYKER SALES CORPORATION	1,105.26
Check	04/17/2023	328706 Accounts Payable	SUSAN FRYE AND ASSOCIATES INC	570.00
Check	04/17/2023	328707 Accounts Payable	TE FORENSICS INC	1,220.00
Check	04/17/2023	328708 Accounts Payable	TEAM SIDELINE	3,518.00
Check	04/17/2023	328709 Accounts Payable	TEKSYSTEMS INC	9,725.50
Check	04/17/2023	328710 Accounts Payable	TELEFLEX LLC	2,385.50
Check	04/17/2023	328711 Accounts Payable	TERRY-DURIN COMPANY	2,050.00
Check	04/17/2023	328712 Accounts Payable	THOMSON REUTERS	287.50
Check	04/17/2023	328713 Accounts Payable	THOMSON REUTERS	2,990.00
Check	04/17/2023	328714 Accounts Payable	THOMSON REUTERS	517.07
Check	04/17/2023	328715 Accounts Payable	THOMSON REUTERS	352.78
Check	04/17/2023	328716 Accounts Payable	TK ELEVATOR CORPORATION	1,194.24
Check	04/17/2023	328717 Accounts Payable	TRUE VALUE & V&S VARIETY STORE	179.01
Check	04/17/2023	328718 Accounts Payable	ULTIMATE AUTO WASH	11.00
Check	04/17/2023	328719 Accounts Payable	UNIFIED CONTRACTING SERVICES	1,563.06
Check	04/17/2023	328720 Accounts Payable	UNION PACIFIC RAILROAD CO	1,113.50
Check	04/17/2023	328721 Accounts Payable	UNPLUGGED WIRELESS COMMUNICATIONS LLC	7,182.00
Check	04/17/2023	328722 Accounts Payable	VALLEY WEST UNIFORMS	30.00
Check	04/17/2023	328723 Accounts Payable	VAN WALL EQUIPMENT	726.93
Check	04/17/2023	328724 Accounts Payable	VANDERPOOL CONSTRUCTION INC	32,410.30
Check	04/17/2023	328725 Accounts Payable	VAUDT MD , CORY	1,750.00
Check	04/17/2023	328726 Accounts Payable	VEENSTRA & KIMM INC	19,876.36
Check	04/17/2023	328727 Accounts Payable	VERIZON WIRELESS	162.68
Check	04/17/2023	328728 Accounts Payable	VISION SERVICE PLAN	1,897.59
Check	04/17/2023	328729 Accounts Payable	VOIANCE LANGUAGE SERVICES LLC	30.84

City of West Des Moines, IA
City Council Report

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Type	Date	Number Source	Payee Name	Transaction Amount
Check	04/17/2023	328730 Accounts Payable	WALSH DOOR & SECURITY	40,024.50
Check	04/17/2023	328731 Accounts Payable	WARREN COUNTY RECORDER	601.00
Check	04/17/2023	328732 Accounts Payable	WEIDNER CONSTRUCTION INC	61,444.34
Check	04/17/2023	328733 Accounts Payable	WEST DES MOINES COMM SCHOOLS - FACILITIES	4,375.00
Check	04/17/2023	328734 Accounts Payable	XTREME TREE	5,584.00
Check	04/17/2023	328735 Accounts Payable	ZOLL MEDICAL- NY	2,049.23
Check	04/17/2023	328736 Accounts Payable	AMERIGROUP	1,159.09
Check	04/17/2023	328737 Accounts Payable	AMERIHEALTH CARITAS IOWA	305.67
Check	04/17/2023	328738 Accounts Payable	MODIVCARE	2,682.04
Check	04/17/2023	328739 Accounts Payable	AT&T MOBILITY	82.54
Check	04/17/2023	328740 Accounts Payable	AT&T MOBILITY	165.08
Check	04/17/2023	328741 Accounts Payable	CENTURYLINK	3,768.16
Check	04/17/2023	328742 Accounts Payable	CENTURYLINK	231.32
Check	04/17/2023	328743 Accounts Payable	HEARTLAND ROOFING SIDING AND WINDOWS LLC	24,687.95
Check	04/17/2023	328744 Accounts Payable	JUNG , MICHAEL	378.00
Check	04/17/2023	328745 Accounts Payable	LENHART PLUMBING INC	3,875.00
Check	04/17/2023	328746 Accounts Payable	MIDAMERICAN ENERGY	427.23
Check	04/17/2023	328747 Accounts Payable	MIDAMERICAN ENERGY	4,202.00
Check	04/17/2023	328748 Accounts Payable	MIDAMERICAN ENERGY	1,240.29
Check	04/17/2023	328749 Accounts Payable	MIDAMERICAN ENERGY	61,597.79
Check	04/17/2023	328750 Accounts Payable	MIDAMERICAN ENERGY	3,651.08
Check	04/17/2023	328751 Accounts Payable	MIDAMERICAN ENERGY	56,008.94
Check	04/17/2023	328752 Accounts Payable	MIDAMERICAN-CLIVE-WDM TL	654.26
Check	04/17/2023	328753 Accounts Payable	MIDAMERICAN-WDM-WAUKEE TL	183.33
Check	04/17/2023	328754 Accounts Payable	RECON ROOFING & CONSTRUCTION	12,781.62
Check	04/17/2023	328755 Accounts Payable	SAFARILAND - DEFENSE TECHNOLOGY	1,095.00
EFT	04/17/2023	10685 Accounts Payable	A TECH INC	236.85
EFT	04/17/2023	10686 Accounts Payable	ABC ELECTRICAL- BAKER MECHANICAL INC	7,232.95
EFT	04/17/2023	10687 Accounts Payable	ACCUJET LLC	23,048.61
EFT	04/17/2023	10688 Accounts Payable	ADVANTAGE ASSET TRACKING CORPORATION	2,439.62
EFT	04/17/2023	10689 Accounts Payable	AECOM TECHNICAL SERVICES INC	9,200.00
EFT	04/17/2023	10690 Accounts Payable	AHLERS & COONEY PC	11,658.00

City of West Des Moines, IA
City Council Report

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Type	Date	Number Source	Payee Name	Transaction Amount
EFT	04/17/2023	10691 Accounts Payable	ALL CITY MANAGEMENT SERVICES INC	3,728.80
EFT	04/17/2023	10692 Accounts Payable	AMERICAN SECURITY LLC	850.59
EFT	04/17/2023	10693 Accounts Payable	AMIDZIC , EMIR	40.00
EFT	04/17/2023	10694 Accounts Payable	ANDERSON , BRANDON	104.00
EFT	04/17/2023	10695 Accounts Payable	ARNOLD MOTOR SUPPLY LLP	1,714.17
EFT	04/17/2023	10696 Accounts Payable	AUREON NETWORK SERVICES	6,499.06
EFT	04/17/2023	10697 Accounts Payable	BAUER BUILT	1,484.41
EFT	04/17/2023	10698 Accounts Payable	BOLTON & MENK INC	17,575.00
EFT	04/17/2023	10699 Accounts Payable	BOOT BARN INC	793.82
EFT	04/17/2023	10700 Accounts Payable	BREWICK , MARK	481.60
EFT	04/17/2023	10701 Accounts Payable	BRILAR LLC	12,003.32
EFT	04/17/2023	10702 Accounts Payable	CARPENTER , CLINT	52.66
EFT	04/17/2023	10703 Accounts Payable	CARROLL , DANIEL	646.45
EFT	04/17/2023	10704 Accounts Payable	CHRISTIAN EDWARDS PRINT & GRAPHICS	856.40
EFT	04/17/2023	10705 Accounts Payable	CITY OF CLIVE	428,852.00
EFT	04/17/2023	10706 Accounts Payable	COMMUNICATION DATA LINK LLC	659.20
EFT	04/17/2023	10707 Accounts Payable	CONTRACTOR SALES AND SERVICE LLC	637.50
EFT	04/17/2023	10708 Accounts Payable	CONVERGINT TECHNOLOGIES LLC	465.00
EFT	04/17/2023	10709 Accounts Payable	CROUSHORE , ROB	338.00
EFT	04/17/2023	10710 Accounts Payable	CTI - CONFERENCE TECHNOLOGIES INC	35,143.00
EFT	04/17/2023	10711 Accounts Payable	DES MOINES ASPHALT & PAVING	96,196.05
EFT	04/17/2023	10712 Accounts Payable	DES MOINES FIGURE SKATING CLUB	18,040.00
EFT	04/17/2023	10713 Accounts Payable	DILLARD , CARLOS	540.00
EFT	04/17/2023	10714 Accounts Payable	DOLL DISTRIBUTING LLC	1,198.40
EFT	04/17/2023	10715 Accounts Payable	DTN LLC	1,234.38
EFT	04/17/2023	10716 Accounts Payable	EJS SUPPLY LLC	2,551.20
EFT	04/17/2023	10717 Accounts Payable	ELDER CORPORATION	96,533.17
EFT	04/17/2023	10718 Accounts Payable	ELECTRONIC ENGINEERING	32.00
EFT	04/17/2023	10719 Accounts Payable	EMC RISK SERVICES	25,984.92
EFT	04/17/2023	10720 Accounts Payable	ENGLER EMBROIDERY	856.50
EFT	04/17/2023	10721 Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	3,510.00
EFT	04/17/2023	10722 Accounts Payable	GBA SYSTEMS INTEGRATORS LLC	7,370.00

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EFT	04/17/2023	10723 Accounts Payable	GROVE , NATHAN	448.50
EFT	04/17/2023	10724 Accounts Payable	HAHN , JENNIFER	122.36
EFT	04/17/2023	10725 Accounts Payable	HENNING , CLAUDIA	500.00
EFT	04/17/2023	10726 Accounts Payable	HNTB CORPORATION	740.87
EFT	04/17/2023	10727 Accounts Payable	HOTH , TREVOR	391.87
EFT	04/17/2023	10728 Accounts Payable	HR GREEN CO	8,454.22
EFT	04/17/2023	10729 Accounts Payable	IOWA BEVERAGE SYSTEMS INC	1,387.50
EFT	04/17/2023	10730 Accounts Payable	IOWA INTERSTATE RAILROAD LTD	397.65
EFT	04/17/2023	10731 Accounts Payable	JACOBSEN , CODY	147.50
EFT	04/17/2023	10732 Accounts Payable	JACOBSEN AUTO BODY	17,041.74
EFT	04/17/2023	10733 Accounts Payable	JCG LAND SERVICES INC	55,670.82
EFT	04/17/2023	10734 Accounts Payable	KIRKHAM MICHAEL & ASSOC	65,577.24
EFT	04/17/2023	10735 Accounts Payable	KRAMER SERVICE GROUP	838,777.21
EFT	04/17/2023	10736 Accounts Payable	LAIDLAW JR , WILLIAM	3,142.87
EFT	04/17/2023	10737 Accounts Payable	LOGAN CONTRACTORS SUPPLY INC	978.34
EFT	04/17/2023	10738 Accounts Payable	LUNNING COACHING & CONSULTING	180.00
EFT	04/17/2023	10739 Accounts Payable	MACQUEEN EQUIPMENT LLC	2,147.86
EFT	04/17/2023	10740 Accounts Payable	MAHASKA BOTTLING COMPANY	278.50
EFT	04/17/2023	10741 Accounts Payable	MANKLE , BRUCE	230.56
EFT	04/17/2023	10742 Accounts Payable	MARTIN BROTHERS	13,254.62
EFT	04/17/2023	10743 Accounts Payable	MCANINCH CORPORATION	232,884.76
EFT	04/17/2023	10744 Accounts Payable	McKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC	142.17
EFT	04/17/2023	10745 Accounts Payable	MENTOLA , UDELL	3,074.25
EFT	04/17/2023	10746 Accounts Payable	METRO WASTE AUTHORITY	32.53
EFT	04/17/2023	10747 Accounts Payable	NESTINGEN INC	11,620.00
EFT	04/17/2023	10748 Accounts Payable	NORTHLAND PRODUCTS- NORSOLV SYSTEMS	5,016.07
EFT	04/17/2023	10749 Accounts Payable	O'HALLORAN INTERNATIONAL INC	2,859.47
EFT	04/17/2023	10750 Accounts Payable	PIONEER ATHLETICS	1,331.55
EFT	04/17/2023	10751 Accounts Payable	PULSEPOINT FOUNDATION	8,000.00
EFT	04/17/2023	10752 Accounts Payable	RAMAKER & ASSOCIATES, INC	2,150.00
EFT	04/17/2023	10753 Accounts Payable	RELIABLE MAINTENANCE COMPANY	14,400.00
EFT	04/17/2023	10754 Accounts Payable	RELIANT FIRE APPARATUS INC	7,329.10
EFT	04/17/2023	10755 Accounts Payable	RENEWABLE ENERGY GROUP INC	27,417.30
EFT	04/17/2023	10756 Accounts Payable	REVELES , LAURA	157.20

City of West Des Moines, IA
City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 04/17/2023

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	04/17/2023	10757 Accounts Payable	RICHARDS , RHONDA	275.00
EFT	04/17/2023	10758 Accounts Payable	RUSSELL , CURTIS	147.50
EFT	04/17/2023	10759 Accounts Payable	SANCHEZ , GRETNA	535.50
EFT	04/17/2023	10760 Accounts Payable	SCHWARZ , ALEXANDRA	351.26
EFT	04/17/2023	10761 Accounts Payable	SHIVE-HATTERY INC	8,377.10
EFT	04/17/2023	10762 Accounts Payable	SM HENTGES & SONS INC	355,614.55
EFT	04/17/2023	10763 Accounts Payable	SNYDER & ASSOCIATES INC	28,170.69
EFT	04/17/2023	10764 Accounts Payable	SPONG , JULIE	200.00
EFT	04/17/2023	10765 Accounts Payable	STAR EQUIPMENT LTD	175.00
EFT	04/17/2023	10766 Accounts Payable	STILES , TIM	610.00
EFT	04/17/2023	10767 Accounts Payable	STIVERS FORD	43,803.68
EFT	04/17/2023	10768 Accounts Payable	SWINTON , ASHLEE	5,869.75
EFT	04/17/2023	10769 Accounts Payable	TELLO ITS LLC	3,971.50
EFT	04/17/2023	10770 Accounts Payable	TRITECH FORENSICS INC	496.10
EFT	04/17/2023	10771 Accounts Payable	TSCHUDIN , JODI	1,960.00
EFT	04/17/2023	10772 Accounts Payable	TYLER TECHNOLOGIES INC	59,639.95
EFT	04/17/2023	10773 Accounts Payable	UKG- KRONOS	9,071.10
EFT	04/17/2023	10774 Accounts Payable	UNIFIRST CORPORATION	631.54
EFT	04/17/2023	10775 Accounts Payable	UNITE PRIVATE NETWORKS LLC	1,548.43
EFT	04/17/2023	10776 Accounts Payable	VENDNOVATION LLC	4,800.00
EFT	04/17/2023	10777 Accounts Payable	VOGEL PAINT INC	40,441.50
EFT	04/17/2023	10778 Accounts Payable	WAYTEK INC	695.24
EFT	04/17/2023	10779 Accounts Payable	WEST DES MOINES WATER WORKS	5.28
EFT	04/17/2023	10780 Accounts Payable	WHKS & CO	34,510.45
EFT	04/17/2023	10781 Accounts Payable	ZIEGLER INC	1,595.82

WB VENDOR DISB WB Vendor Disbursement Totals: Transactions: 253 \$4,405,135.65

Checks:	156	\$1,654,566.45
EFTs:	97	\$2,750,569.20

City of West Des Moines, IA
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 04/17/2023

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay				
EFT	04/17/2023	7858 Accounts Payable	ACCO UNLIMITED CORP	10,773.00
EFT	04/17/2023	7859 Accounts Payable	ARROWHEAD FORENSICS	435.69
EFT	04/17/2023	7860 Accounts Payable	BOMGAARS SUPPLY INC	478.07
EFT	04/17/2023	7861 Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	6,887.11
EFT	04/17/2023	7862 Accounts Payable	CITY SUPPLY CORP	630.00
EFT	04/17/2023	7863 Accounts Payable	CLIVE POWER EQUIPMENT	476.86
EFT	04/17/2023	7864 Accounts Payable	CORE AND MAIN LP	344.00
EFT	04/17/2023	7865 Accounts Payable	CORN STATES METAL FABRICATORS INC	821.00
EFT	04/17/2023	7866 Accounts Payable	D&K PRODUCTS	228.00
EFT	04/17/2023	7867 Accounts Payable	EMERGENCY APPARATUS MAINTENANCE INC	6,432.84
EFT	04/17/2023	7868 Accounts Payable	FREEDOM TIRE & AUTO- AMES	416.12
EFT	04/17/2023	7869 Accounts Payable	GALLS LLC	4,467.69
EFT	04/17/2023	7870 Accounts Payable	HEALTH CARE LOGISTICS INC	45.43
EFT	04/17/2023	7871 Accounts Payable	HOTSY CLEANING SYSTEMS INC	431.61
EFT	04/17/2023	7872 Accounts Payable	IOWA WATER MANAGEMENT CORP	688.07
EFT	04/17/2023	7873 Accounts Payable	IRON MOUNTAIN	304.74
EFT	04/17/2023	7874 Accounts Payable	KONE INC	2,959.68
EFT	04/17/2023	7875 Accounts Payable	LEXISNEXIS RISK SOLUTIONS	150.00
EFT	04/17/2023	7876 Accounts Payable	MUNICIPAL SUPPLY INC	312.00
EFT	04/17/2023	7877 Accounts Payable	PIGOTT INC	4,066.33
EFT	04/17/2023	7878 Accounts Payable	PREFERRED PEST CONTROL	1,070.60
EFT	04/17/2023	7879 Accounts Payable	SIGNARAMA URBANDALE	665.99
EFT	04/17/2023	7880 Accounts Payable	SPINDUSTRY SYSTEMS INC	786.25
EFT	04/17/2023	7881 Accounts Payable	SPINDUSTRY SYSTEMS INC	2,590.00
EFT	04/17/2023	7882 Accounts Payable	STETSON BUILDING PRODUCTS LLC	328.54
EFT	04/17/2023	7883 Accounts Payable	STRAUSS SECURITY SOLUTIONS- SEI	48.00
EFT	04/17/2023	7884 Accounts Payable	SWANK MOTION PICTURES INC	810.00
EFT	04/17/2023	7885 Accounts Payable	TEAM SERVICES	68.39
EFT	04/17/2023	7886 Accounts Payable	ULINE INC	214.56
EFT	04/17/2023	7887 Accounts Payable	UPHDM OCCUPATIONAL MEDICINE	6,296.25
EFT	04/17/2023	7888 Accounts Payable	VAISALA INC	2,980.00
EFT	04/17/2023	7889 Accounts Payable	WRIGHT OUTDOOR SOLUTIONS	11,495.38

City of West Des Moines, IA
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 04/17/2023

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	04/17/2023	7890 Accounts Payable	ZIMCO SUPPLY CO	11,662.50
EFT	04/17/2023	7891 Accounts Payable	ZOLL DATA- CO	2,306.58
WB CONTROLPAY WB ControlPay Totals:			Transactions: 34	\$82,671.28
EFTs:	34	\$82,671.28		

City of West Des Moines
Payment Register
 From Payment Date: 03/21/2023 - To Payment Date: 04/30/2023

Number	Date	Payee Name	Transaction Amount
385	03/30/2023	VOYA BENEFITS COMPANY LLC	1,450.48
386	04/06/2023	VOYA BENEFITS COMPANY LLC	5,654.29
387	04/10/2023	VOYA BENEFITS COMPANY LLC	360.25
10678	03/27/2023	DELTA DENTAL OF IOWA	11,997.33
10680	04/10/2023	DELTA DENTAL OF IOWA	7,766.21
10681	03/31/2023	MEDONE LC	111,660.76
10682	03/24/2023	WELLMARK BLUE CROSS	132,111.84
10683	04/07/2023	WELLMARK BLUE CROSS	124,823.01
10684	03/31/2023	WELLMARK BLUE CROSS	208,507.51
200857	03/30/2023	EASTWOOD ON GRAND - WDM ARTISAN LLC	1,000.00
200858	03/30/2023	MAPLE GROVE VILLAS	975.00
200859	04/03/2023	FLATS AT VALLEY LLC	1,000.00
200860	04/07/2023	COLONIAL VILLAGE APARTMENTS	1,000.00
200861	04/07/2023	CSM FOUNTAINS LIMITED PARTNERSHIP	1,000.00
200862	04/07/2023	EVI WESTLAKE APARTMENTS LLC	1,000.00
200863	04/07/2023	GURRAMKONDA, SUSHMA	1,000.00
200864	04/07/2023	MEADOW CHASE APARTMENTS	1,000.00
200865	04/07/2023	TRICAP WOODLAND ASSOCIATES LLC	449.50
200866	04/07/2023	VINE STREET LIMITED PARTNERSHIP	1,176.00
200867	04/07/2023	WOODLAND WEST ASSOCIATES LP	798.00
			\$614,730.18

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

ITEM: Approval of Liquor Licenses

DATE: April 17, 2023

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. Tasting Station Restaurant Group, LLC d/b/a BeerStyles Gastropub & Taproom/SALT of the Hearth, 5513 Mills Civic Parkway - Class C Retail Alcohol License with Outdoor Service - Renewal
2. Midwest Ventures 6, LLC d/b/a The Breakfast Club, 5525 Mills Civic Parkway, Suite 100 - Class C Retail Alcohol License with Outdoor Service - Renewal
3. Blazin Wings, Inc. d/b/a Buffalo Wild Wings Grill & Bar, 6925 Mills Civic Parkway, Suite #115 - Class C Retail Alcohol License with Outdoor Service - Renewal
4. Chipotle Mexican Grill of Colorado, LLC d/b/a Chipotle Mexican Grill, 1551 Valley West Drive, Suite #224 - Class C Retail Alcohol License with Outdoor Service - Renewal
5. Revenge is a Dish, LLC d/b/a Club Envy, 5485 Mills Civic Parkway - Class C Retail Alcohol License with Outdoor Service - Renewal
6. El Fogon del Chivo, LLC d/b/a El Fogon, 1250 8th Street - Class C Retail Alcohol License with Outdoor Service and Catering Privileges - Renewal
7. LVP FFI Des Moines Holding Corp. d/b/a Fairfield Inn West Des Moines, 7225 Vista Drive - Class B Retail Alcohol License - New
8. Fareway Stores, Inc. d/b/a Fareway Store #153, 329 Grand Avenue - Class E Retail Alcohol License - Renewal
9. Historic Valley Junction Foundation d/b/a Historic Valley Junction Foundation, 137 5th Street - Eight-Month Special Class C Retail Alcohol License with Outdoor Service - New
10. Hy-Vee, Inc. d/b/a Hy-Vee Drugstore #2, 1010 60th Street - Class E Retail Alcohol License - Renewal
11. Miranda Brothers Corporation d/b/a Mi Patria, 1410 22nd Street - Class C Retail Alcohol License - Renewal
12. GMRI, Inc. d/b/a The Olive Garden Italian Restaurant #1146, 3600 Westtown Parkway - Class C Retail Alcohol License - Renewal
13. St. Francis of Assisi Roman Catholic Church d/b/a St. Francis of Assisi Church, 7075 Ashworth Road - Special Class C Retail Alcohol License - Renewal
14. Kelly Midwest Ventures LP d/b/a Staybridge Suites, 6905 Lake Drive - Class C Retail Alcohol License - Renewal
15. T-Bowl Investments Inc. d/b/a Val Lanes Recreation Center, 100 Ashworth Road - Class C Retail Alcohol License - Renewal
16. Wasabi Group Inc. d/b/a Wasabi, 9500 University Avenue, Suite 2101 - Class C Retail Alcohol License with Outdoor Service - Renewal

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

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

DATE: April 17, 2023

ITEM: Motion – Approval of Order for Violation of Alcohol Laws

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

BACKGROUND:

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

On or about the date referenced on attached Exhibit “A”, an employee of the permittee, also referenced on Exhibit “A”, was cited for providing alcoholic beverages to a person under 21 years of age. The City of West Des Moines Legal Department sent a notice of the violation to the permittee. Since that time, said permittee acknowledged the order/settlement agreement and returned payment of the fine for its alcohol violation.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION:

It is recommended that the City Council approve the Order/Settlement Agreement and accept payment of the fine regarding the alcohol violation of the permittee as referenced on the attached Exhibit “A”.

Lead Staff Member: Jessica Grove, Assistant City Attorney *JG*

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation			

EXHIBIT "A"

Licensee

Silverwest-I WDM LLC
575 S. Prairie View Drive
West Des Moines, IA 50266

D/B/A

Element Hotel
575 S. Prairie View Drive
West Des Moines, IA 50266

**Date of
Violation**

8/11/22

#Violation

1st (minors)

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

ITEM: Motion- Approval of Acknowledgment / Settlement Agreement(s)
for Violation of Tobacco Laws

DATE: April 17, 2023

FINANCIAL IMPACT: \$300.00 (positive impact to City)

BACKGROUND:

Pursuant to state law, a civil penalty is assessed against a tobacco permittee who sells tobacco products to a person less than 21 years of age at their respective place of business.

On or about the date referenced on attached Exhibit "A", employee(s) of the permittee(s), also referenced on Exhibit "A", were cited for selling tobacco products to persons under 21 years of age. The City of West Des Moines Legal Department sent a notice of the violation to the permittee(s). Since that time, said permittee(s) acknowledged the order and returned payment of the fine for its tobacco violation.

In two cases, employees cited for providing tobacco to a minor completed the Iowa Pledge Retailer Training Program prior to the violation, allowing the permittees to invoke an affirmative defense resulting with the civil penalty being waived (once every four (4) years).

RECOMMENDATION:

It is recommended that the City Council approve the Acknowledgment / Settlement Agreement(s) and accept payment of the fine(s) regarding the above-referenced violation of tobacco laws.

Lead Staff Member: Jessica Grove, Assistant City Attorney *JG*

STAFF REVIEWS

Department Director	Richard Scieszinski, City Attorney
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>JG</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

EXHIBIT "A"

<u>Licensee</u>	<u>D/B/A</u>	<u>Date of Violation</u>	<u>#Violation</u>
Hy-Vee, Inc. 5820 Westown Parkway West Des Moines, IA 50266	Hy-Vee Drug Store 1010 60th Street West Des Moines, IA 50266	01/27/23	Civil Penalty Waived due to I-Pledge training
Wall to Wall, LLC 5820 Westown Parkway West Des Moines, IA 50266	Wall to Wall Wine & Spirits 375 South Jordan Creek Parkway West Des Moines, IA 50266	01/27/23	Civil Penalty Waived due to I-Pledge training
Boggs Properties, LLC 1609 Buffalo Road West Des Moines, IA 50265	Sully's Irish Pub 860 1st Street West Des Moines, IA 50265	01/27/23	1st (minors) - paid \$300 civil penalty

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

DATE: April 17, 2023

ITEM: Motion – Approval of Artists and Artwork Locations – 2023 WDMurals

FINANCIAL IMPACT: Expense of \$18,000 for the artist stipends (\$2,000 per new mural) and \$300 for the Best in Show award for a total of \$18,300. This amount is included in the FY 21-22 public art fund.

SYNOPSIS: The Commission is sponsoring the third, temporary WDMurals exhibit from May 2023 through March 2024. The WDMurals Selection Committee meeting was held on Tuesday, March 7, to review and score 24 proposals that were submitted by 20 artists/artist groups from Iowa. For comparison, 37 proposals by 21 artists/artist groups were submitted for the 2022 WDMurals exhibit.

The selection committee members included: Diane Boyd (Commission member), Ryan Crane (Commission member), Missy Berg (Bicycle Advisory Commission member), Joe Moose (WDM Engineering Department), and Tricia Kubicek (Citizen, Artist).

Nine entries were selected to be installed on trail underpass entrance/exit walls. *The mural "Escape" won the 2022 Best in Show Award and will remain in place for the duration of the 2023 WDMurals exhibit. Therefore, five trail underpasses will be the location of 10 (9 new, 1 old) total murals. The committee's recommendations include:

Entry Name	Artist Name	Mural Location
Connection	Lauren Pesta	1
We Are the Fire	Damen LaPalm	2
Murmuration	Ebisu	3
Escape*	Brandon Hopper	4
Winds of Community	Lindsay Drew	5
I'll Be There for You	Ally Frame	6
Communal Space	Emily Lawson/Ally Frame	7
Our Community	Dani Awesome/Cat Rocketship	8
The Power to Change an Inner World	Kathleen Roling	9
Patchwork	Brandon Hopper	10

BACKGROUND: The seven contracts are attached for your information. A map of the proposed locations is also included and is part of the recommendation. The artists will paint their murals May 1-30, 2023.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: The Commission approves the recommendation of the 2023 WDMurals selection committee.

Lead Staff Member: Allison Ullestad, Arts, Culture and Enrichment Supervisor

STAFF REVIEWS

Department Director	Ryan Penning, Director of Parks and Recreation	RP
Appropriations/Finance	Tim Stiles, Finance Director	TS
	Richard Scieszinski, City Attorney	
Agenda Acceptance		AS

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	PAAC		
Date Reviewed	March 23, 2023		
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2023 WDMurals – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (“City”) and Lauren Pesta (“Artist”).

WITNESSETH:

WHEREAS, the City desires to hold an art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (“Art Work”), which has been conceived and designed by Artist, to be installed on the City’s property, Jordan Creek Trail at Brookview Elementary underpass – south wall, (“Site”), West Des Moines, Iowa.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

- a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
- b) The Artist shall inspect the existing substrate and construction of the concrete walls to which the Art Work is to be attached and notify the City of any issues.
- c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
- d) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the WDMurals exhibit. This creation process may include but is not limited to, the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Artwork Installation

- a) The Artist shall notify the City when the Artist is ready to install the Art Work at the Site designated by the City.
- b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist’s intended time of installation to determine the exact schedule of installation.
- c) The Artist shall install the completed Art Work at the Site after May 1, 2023, and no later than May 30, 2023.
- d) The Artist shall be responsible for all expenses, labor, supplies, materials, and equipment necessary for the installation of the Art Work.

1.3 Term of Agreement

- a) The term of this Agreement shall be from May 1, 2023 through March 31, 2024. At the end of the term, the Artist agrees that the Artwork will be painted over and cease to exist at the Site.

1.4 Risk of Loss

- a) The risk of loss or damage to the Art Work shall be borne by the Artist throughout the exhibition period. Should the Art Work be damaged by natural elements, an Act of God, vandalism, or other process or action, the City may, at its sole option (1) contract with the Artist to repair the Art Work for an additional cost; (2) repair the Art Work itself; or (3) paint over or remove the Art Work prior to March 31, 2024. No damages will be due to the Artist for any alterations made to or removal of the Art Work prior to March 31, 2024.

1.5 Indemnity

- a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or installation of the Art Work.
- b) Upon installation of the Art Work, the City shall indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.
- c) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

- a) The City shall pay the Artist a stipend of \$2,000 which shall constitute full compensation for all fees, services, expenses, supplies, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at the Site.

2.2 Artist's Expenses

- a) The Artist shall be responsible for the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

- a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice may be submitted electronically and shall be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

- a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation of the Art Work as proposed by the Artist

and approved by the City pursuant to Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Time Extensions

- a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

- a) The Artist represents and warrants that:
 - 1) The Art Work is solely the result of the artistic effort of the Artist;
 - 2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
 - 3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
 - 4) The Art Work is free and clear of any liens from any source.

4.2 Warranties of Quality and Condition

- a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
 - 1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
 - 2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work.

ARTICLE 5: INSURANCE

5.1 Artist Insurance

- a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

- a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

- a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

- a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

- a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

- a) Except as provided in Section 1.4 of this Agreement, the City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist during the term of this Agreement. The Artist understands that this is a temporary exhibit and that the Art Work will be painted over and cease to exist at the end of the term of this Agreement or earlier as provided in Section 1.4 of this Agreement.

7.4 Record

- a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

- a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

- a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

- a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The

Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Work. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

- a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

- a) All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

Allison Ullestad, Arts, Culture & Enrichment Supervisor
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

2) if to the Artist, to:

Lauren Pesta
2615 Center Street
Des Moines, IA 50312

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with

the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. 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. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Remainder of Page Left Blank – Signatures on following page.

ARTIST

Lauren Pesta

Lauren Pesta

04.11.2023
Date

CITY

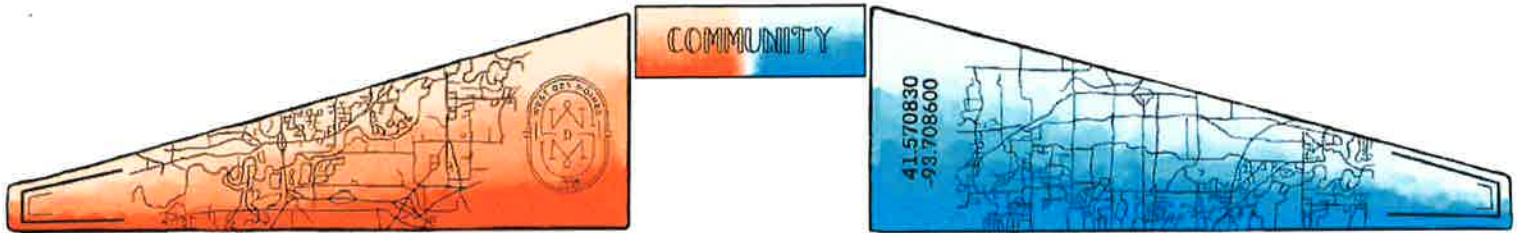
Ryan Penning, Director of Parks and Recreation Department
City of West Des Moines

Date

Exhibit A

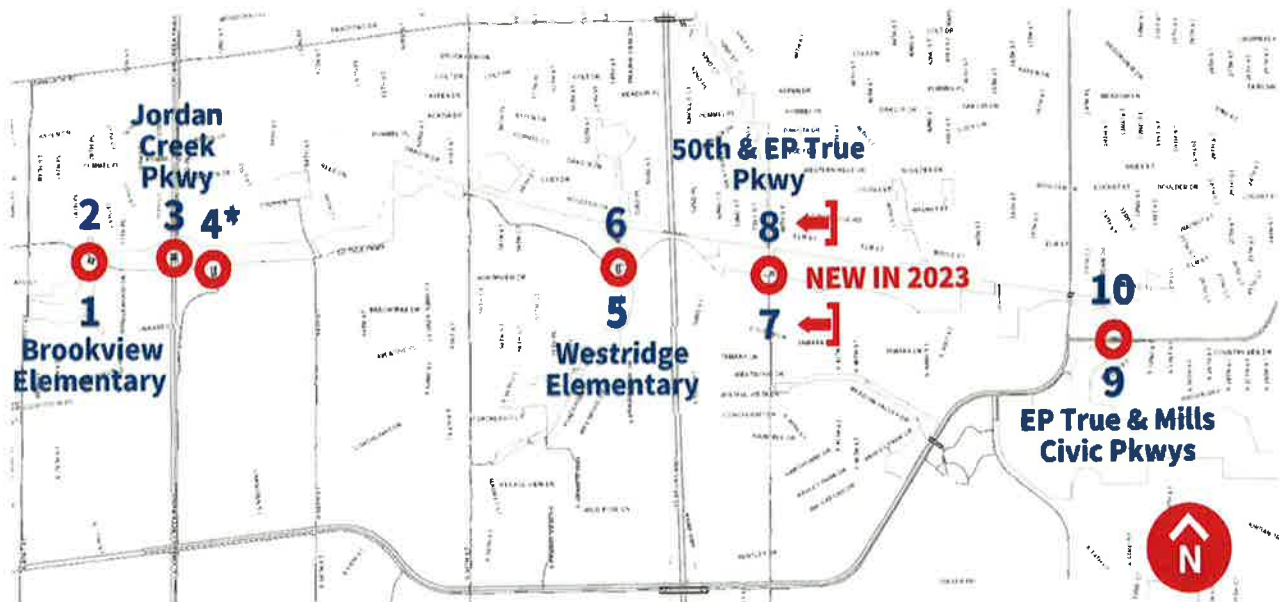
1 CONNECTION

"The energy that exists between people when they feel seen, heard and valued." Connection, by Brene Brown. Her quote is exactly the feeling behind my mural and a big part of all of my work. A Community is about being connected with each other! Not just geographically but through growth over time through, HISTORY! I chose to use different hues of blues and oranges to represent the water in West Des Moines like Blue Heron Lake and Raccoon River. I used different values of oranges to highlight the beautiful sunsets and sunrises. When researching the history of West Des Moines I found the logo for the historical society I decided to add the date 1938 on the lower section to honor the year the new name of West Des Moines was given. And the latitude and longitude are for the location of 137 5th Street, where the first city hall was constructed in 1905 when it was the city of Valley Junction. The map is of the current geography. I wanted to give a historical reference with the numbers but also show the current roads and waterways to show the connection through the community!



- 1 **Connection** - Lauren Pesta
- 2 **We Are the Fire** - Damen LaPalm
- 3 **Murmuration** - Ebisu
- 4 **Escape** - Brandon Hopper*
- 5 **Winds of Community** - Lindsay Dew

- 6 **I'll Be There for You** – Ally Frame
- 7 **Communal Space** - Emily Lawson/Ally Frame
- 8 **Our Community** - Dani Austen/Cat Rocketship
- 9 **The Power to Change an Inner World** - Kathleen Roling
- 10 **Patchwork** - Brandon Hopper



CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2023 WDMurals – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (“City”) and Damen LaPalm (“Artist”).

WITNESSETH:

WHEREAS, the City desires to hold an art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (“Art Work”), which has been conceived and designed by Artist, to be installed on the City’s property, Jordan Creek Trail at Brookview Elementary underpass – north wall, (“Site”), West Des Moines, Iowa.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

- a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
- b) The Artist shall inspect the existing substrate and construction of the concrete walls to which the Art Work is to be attached and notify the City of any issues.
- c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
- d) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the WDMurals exhibit. This creation process may include but is not limited to, the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Artwork Installation

- a) The Artist shall notify the City when the Artist is ready to install the Art Work at the Site designated by the City.
- b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist’s intended time of installation to determine the exact schedule of installation.
- c) The Artist shall install the completed Art Work at the Site after May 1, 2023, and no later than May 30, 2023.
- d) The Artist shall be responsible for all expenses, labor, supplies, materials, and equipment necessary for the installation of the Art Work.

1.3 Term of Agreement

- a) The term of this Agreement shall be from May 1, 2023 through March 31, 2024. At the end of the term, the Artist agrees that the Artwork will be painted over and cease to exist at the Site.

1.4 Risk of Loss

- a) The risk of loss or damage to the Art Work shall be borne by the Artist throughout the exhibition period. Should the Art Work be damaged by natural elements, an Act of God, vandalism, or other process or action, the City may, at its sole option (1) contract with the Artist to repair the Art Work for an additional cost; (2) repair the Art Work itself; or (3) paint over or remove the Art Work prior to March 31, 2024. No damages will be due to the Artist for any alterations made to or removal of the Art Work prior to March 31, 2024.

1.5 Indemnity

- a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or installation of the Art Work.
- b) Upon installation of the Art Work, the City shall indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.
- c) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

- a) The City shall pay the Artist a stipend of \$2,000 which shall constitute full compensation for all fees, services, expenses, supplies, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at the Site.

2.2 Artist's Expenses

- a) The Artist shall be responsible for the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

- a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice may be submitted electronically and shall be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

- a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation of the Art Work as proposed by the Artist

and approved by the City pursuant to Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Time Extensions

- a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

- a) The Artist represents and warrants that:
- 1) The Art Work is solely the result of the artistic effort of the Artist;
 - 2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
 - 3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
 - 4) The Art Work is free and clear of any liens from any source.

4.2 Warranties of Quality and Condition

- a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
- 1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
 - 2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work.

ARTICLE 5: INSURANCE

5.1 Artist Insurance

- a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

- a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

- a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

- a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

- a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

- a) Except as provided in Section 1.4 of this Agreement, the City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist during the term of this Agreement. The Artist understands that this is a temporary exhibit and that the Art Work will be painted over and cease to exist at the end of the term of this Agreement or earlier as provided in Section 1.4 of this Agreement.

7.4 Record

- a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

- a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

- a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

- a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The

Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Work. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

- a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

- a) All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

Allison Ullestad, Arts, Culture & Enrichment Supervisor
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

2) if to the Artist, to:

Damen LaPalm
4522 University Avenue
Unit #1
Des Moines, IA 50311

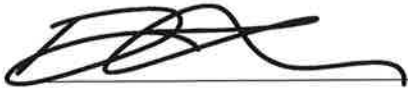
ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and

contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. 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. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Remainder of Page Left Blank – Signatures on following page.

ARTIST



Damen LaPalm

03/31/23

Date

CITY

Ryan Penning, Director of Parks and Recreation Department
City of West Des Moines

Date

Exhibit A

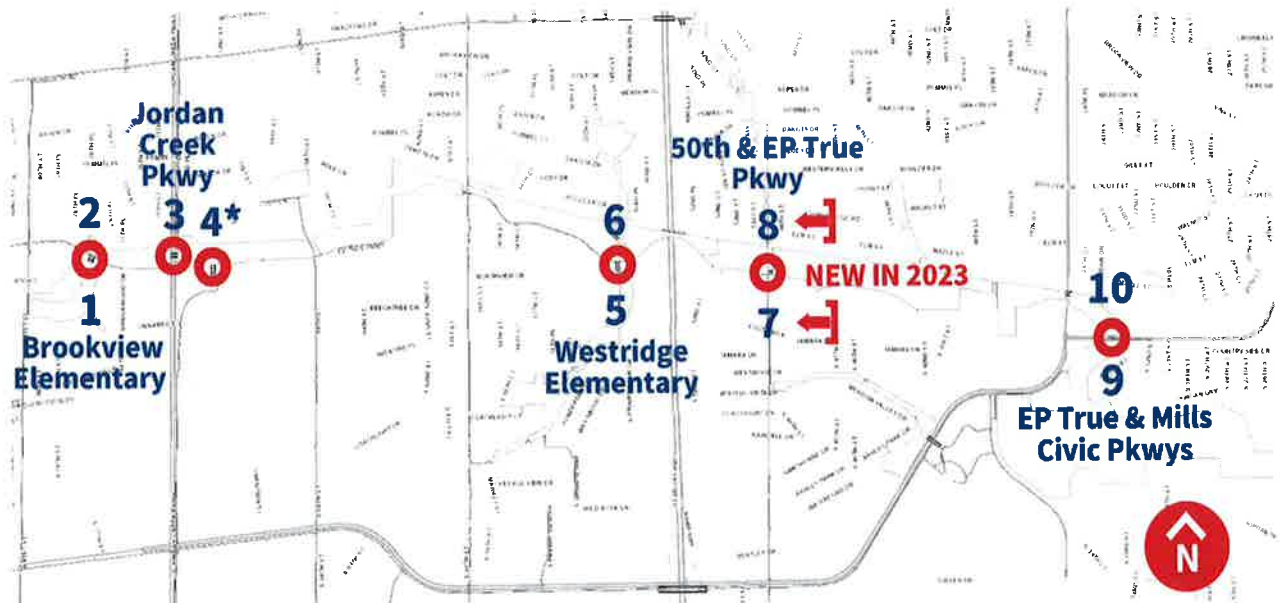
2 WE ARE THE FIRE

What is acceptance? When do we look inward? Who are the ones who make a community? It's you, it's me, it's everyone. We are the builders, the creators, the poets. We are the voice and the breath. We are the sound and the action. We are the path and the guidance. We are all colors and all identities. We are the Fire. And as equals we burn bright; like the stars in the sky with our feet on the ground.



- 1 Connection – Lauren Pesta
- 2 We are the Fire - Damen LaPalm
- 3 Murmuration - Ebisu
- 4 Escape - Brandon Hopper*
- 5 Winds of Community - Lindsay Dew

- 6 I'll Be There for You – Ally Frame
- 7 Communal Space - Emily Lawson/Ally Frame
- 8 Our Community - Dani Austen/Cat Rocketship
- 9 The Power to Change an Inner World - Kathleen Roling
- 10 Patchwork - Brandon Hopper



CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2023 WDMurals – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (“City”) and Paxton Williams (Ebisu) (“Artist”).

WITNESSETH:

WHEREAS, the City desires to hold an art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (“Art Work”), which has been conceived and designed by Artist, to be installed on the City’s property, Jordan Creek Trail at Jordan Creek Parkway underpass – east wall, (“Site”), West Des Moines, Iowa.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

- a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
- b) The Artist shall inspect the existing substrate and construction of the concrete walls to which the Art Work is to be attached and notify the City of any issues.
- c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
- d) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the WDMurals exhibit. This creation process may include but is not limited to, the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Artwork Installation

- a) The Artist shall notify the City when the Artist is ready to install the Art Work at the Site designated by the City.
- b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist’s intended time of installation to determine the exact schedule of installation.
- c) The Artist shall install the completed Art Work at the Site after May 1, 2023, and no later than May 30, 2023.
- d) The Artist shall be responsible for all expenses, labor, supplies, materials, and equipment necessary for the installation of the Art Work.

1.3 Term of Agreement

- a) The term of this Agreement shall be from May 1, 2023 through March 31, 2024. At the end of the term, the Artist agrees that the Artwork will be painted over and cease to exist at the Site.

1.4 Risk of Loss

- a) The risk of loss or damage to the Art Work shall be borne by the Artist throughout the exhibition period. Should the Art Work be damaged by natural elements, an Act of God, vandalism, or other process or action, the City may, at its sole option (1) contract with the Artist to repair the Art Work for an additional cost; (2) repair the Art Work itself; or (3) paint over or remove the Art Work prior to March 31, 2024. No damages will be due to the Artist for any alterations made to or removal of the Art Work prior to March 31, 2024.

1.5 Indemnity

- a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or installation of the Art Work.
- b) Upon installation of the Art Work, the City shall indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.
- c) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

- a) The City shall pay the Artist a stipend of \$2,000 which shall constitute full compensation for all fees, services, expenses, supplies, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at the Site.

2.2 Artist's Expenses

- a) The Artist shall be responsible for the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

- a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice may be submitted electronically and shall be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

- a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation of the Art Work as proposed by the Artist

and approved by the City pursuant to Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Time Extensions

- a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

- a) The Artist represents and warrants that:
 - 1) The Art Work is solely the result of the artistic effort of the Artist;
 - 2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
 - 3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
 - 4) The Art Work is free and clear of any liens from any source.

4.2 Warranties of Quality and Condition

- a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
 - 1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
 - 2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work.

ARTICLE 5: INSURANCE

5.1 Artist Insurance

- a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

- a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

- a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

- a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

- a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

- a) Except as provided in Section 1.4 of this Agreement, the City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist during the term of this Agreement. The Artist understands that this is a temporary exhibit and that the Art Work will be painted over and cease to exist at the end of the term of this Agreement or earlier as provided in Section 1.4 of this Agreement.

7.4 Record

- a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

- a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

- a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

- a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The

Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Work. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

- a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

- a) All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

- 1) if to the City, to:

Allison Ullestad, Arts, Culture & Enrichment Supervisor
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

- 2) if to the Artist, to:

Paxton Williams (Ebisu)
1420 Oakland Road NE
Apt. #13
Cedar Rapids, IA 52402

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and

contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. 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. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Remainder of Page Left Blank – Signatures on following page.

ARTIST

Paxton Williams

Paxton Williams (Ebisu)

3/29/23

Date

CITY

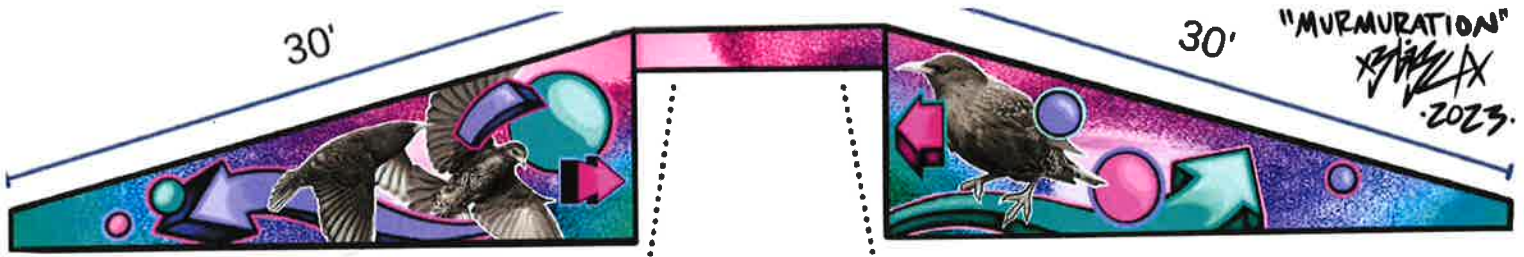
Ryan Penning, Director of Parks and Recreation Department
City of West Des Moines

Date

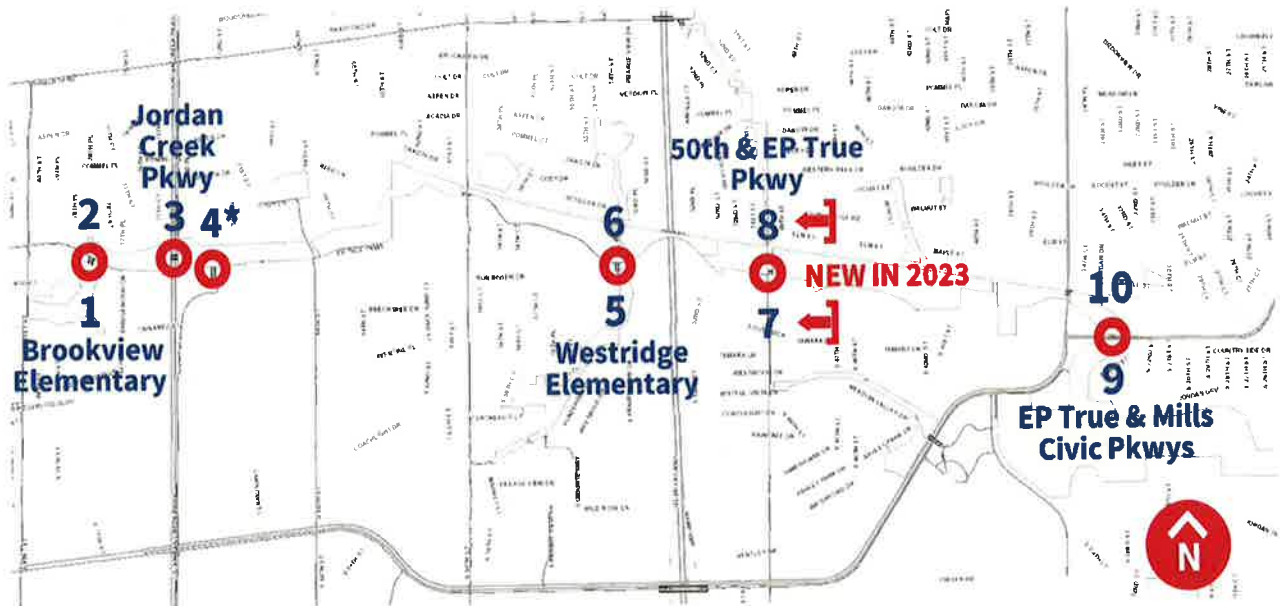
Exhibit A

3 MURMURATION

“Murmuration” - the behavior observed in Starlings of flocking in dense numbers and creating formations in the sky by dancing around one another. Starlings use this technique to fend off larger predators, and keep warm in the evenings. The use of a bright, colorful background enhances the focus of the murmurations, while the larger birds are done in grayscale to set themselves back into the group. The abstract arrows help to illustrate their motion, while the circles represent unity. There is something to be learned from these murmuring Starlings, using the power of a united community to take care of the collective.



- 1 Connection – Lauren Pesta
- 2 We Are the Fire – Damen LaPalm
- 3 Murmuration - Ebisu
- 4 Escape - Brandon Hopper*
- 5 Winds of Community - Lindsay Dew
- 6 I'll Be There for You – Ally Frame
- 7 Communal Space - Emily Lawson/Ally Frame
- 8 Our Community - Dani Austen/Cat Rocketship
- 9 The Power to Change an Inner World - Kathleen Roling
- 10 Patchwork - Brandon Hopper



CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2023 WDMurals – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (“City”) and Lindsay Dew (“Artist”).

WITNESSETH:

WHEREAS, the City desires to hold an art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (“Art Work”), which has been conceived and designed by Artist, to be installed on the City’s property, Westridge Greenway Trail at EP True Parkway underpass – south wall, (“Site”), West Des Moines, Iowa.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

- a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
- b) The Artist shall inspect the existing substrate and construction of the concrete walls to which the Art Work is to be attached and notify the City of any issues.
- c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
- d) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the WDMurals exhibit. This creation process may include but is not limited to, the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Artwork Installation

- a) The Artist shall notify the City when the Artist is ready to install the Art Work at the Site designated by the City.
- b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist’s intended time of installation to determine the exact schedule of installation.
- c) The Artist shall install the completed Art Work at the Site after May 1, 2023, and no later than May 30, 2023.
- d) The Artist shall be responsible for all expenses, labor, supplies, materials, and equipment necessary for the installation of the Art Work.

1.3 Term of Agreement

- a) The term of this Agreement shall be from May 1, 2023 through March 31, 2024. At the end of the term, the Artist agrees that the Artwork will be painted over and cease to exist at the Site.

1.4 Risk of Loss

- a) The risk of loss or damage to the Art Work shall be borne by the Artist throughout the exhibition period. Should the Art Work be damaged by natural elements, an Act of God, vandalism, or other process or action, the City may, at its sole option (1) contract with the Artist to repair the Art Work for an additional cost; (2) repair the Art Work itself; or (3) paint over or remove the Art Work prior to March 31, 2024. No damages will be due to the Artist for any alterations made to or removal of the Art Work prior to March 31, 2024.

1.5 Indemnity

- a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or installation of the Art Work.
- b) Upon installation of the Art Work, the City shall indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.
- c) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

- a) The City shall pay the Artist a stipend of \$2,000 which shall constitute full compensation for all fees, services, expenses, supplies, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at the Site.

2.2 Artist's Expenses

- a) The Artist shall be responsible for the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

- a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice may be submitted electronically and shall be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

- a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation of the Art Work as proposed by the Artist

and approved by the City pursuant to Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Time Extensions

- a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

- a) The Artist represents and warrants that:
 - 1) The Art Work is solely the result of the artistic effort of the Artist;
 - 2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
 - 3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
 - 4) The Art Work is free and clear of any liens from any source.

4.2 Warranties of Quality and Condition

- a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
 - 1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
 - 2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work.

ARTICLE 5: INSURANCE

5.1 Artist Insurance

- a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

- a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

- a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

- a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

- a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

- a) Except as provided in Section 1.4 of this Agreement, the City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist during the term of this Agreement. The Artist understands that this is a temporary exhibit and that the Art Work will be painted over and cease to exist at the end of the term of this Agreement or earlier as provided in Section 1.4 of this Agreement.

7.4 Record

- a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

- a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

- a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

- a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The

Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Work. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

- a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

- a) All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

- 1) if to the City, to:

Allison Ullestad, Arts, Culture & Enrichment Supervisor
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

- 2) if to the Artist, to:

Lindsay Dew
801 54th Street
West Des Moines, IA 50266

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with

the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. 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. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

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ARTIST



Lindsay Dew

3/28/23

Date

CITY

Ryan Penning, Director of Parks and Recreation Department
City of West Des Moines

Date

Exhibit A

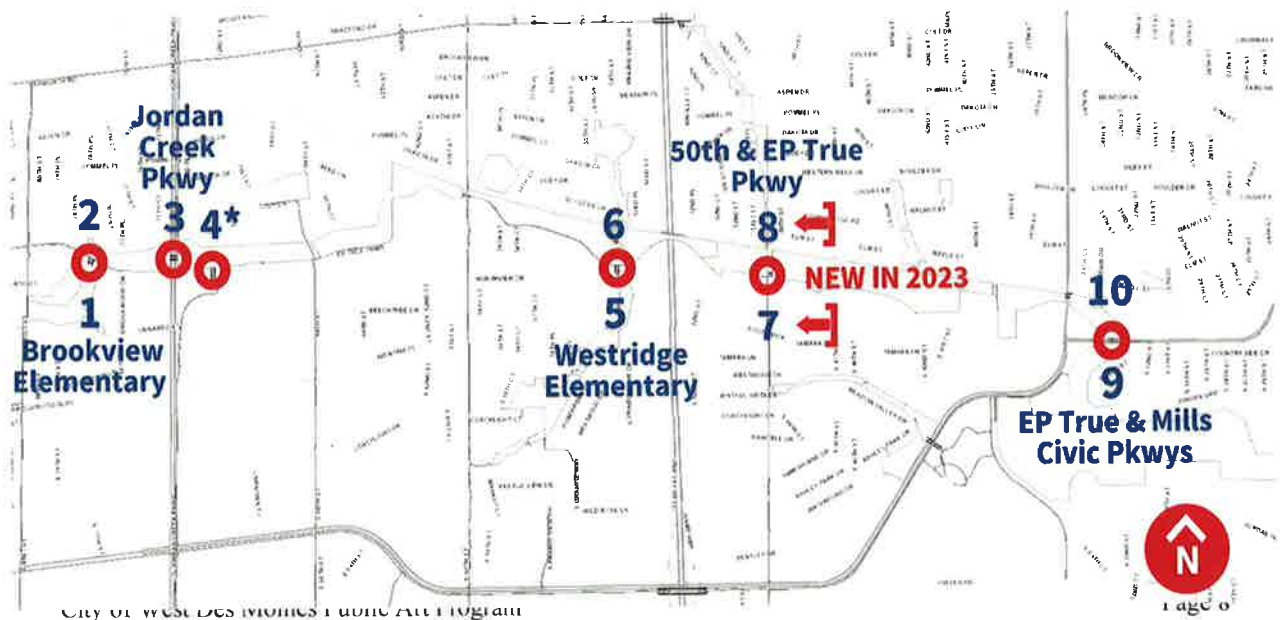
5 WINDS OF COMMUNITY

"Winds of Community" looks at community through symbolism of nature. Our community is vast and offers so many unique experiences. One thing we all share in our great city is what nature gives us. The beauty of the sky, human form, life the trees bring and the wind that touches us each day.



- 1 **Connection** – Lauren Pesta
- 2 **We Are the Fire** – Damen LaPalm
- 3 **Murmuration** - Ebisu
- 4 **Escape** - Brandon Hopper*
- 5 **Winds of Community** - Lindsay Dew

- 6 **I'll Be There for You** – Ally Frame
- 7 **Communal Space** - Emily Lawson/Ally Frame
- 8 **Our Community** - Dani Austen/Cat Rocketship
- 9 **The Power to Change an Inner World** - Kathleen Roling
- 10 **Patchwork** - Brandon Hopper



CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2023 WDMurals – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (“City”) and Ally Frame (“Artist”).

WITNESSETH:

WHEREAS, the City desires to hold an art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (“Art Work”), which has been conceived and designed by Artist, to be installed on the City’s property, Westridge Greenway Trail at EP True Parkway underpass – north wall, (“Site”), West Des Moines, Iowa.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

- a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
- b) The Artist shall inspect the existing substrate and construction of the concrete walls to which the Art Work is to be attached and notify the City of any issues.
- c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
- d) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the WDMurals exhibit. This creation process may include but is not limited to, the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Artwork Installation

- a) The Artist shall notify the City when the Artist is ready to install the Art Work at the Site designated by the City.
- b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist’s intended time of installation to determine the exact schedule of installation.
- c) The Artist shall install the completed Art Work at the Site after May 1, 2023, and no later than May 30, 2023.
- d) The Artist shall be responsible for all expenses, labor, supplies, materials, and equipment necessary for the installation of the Art Work.

1.3 Term of Agreement

- a) The term of this Agreement shall be from May 1, 2023 through March 31, 2024. At the end of the term, the Artist agrees that the Artwork will be painted over and cease to exist at the Site.

1.4 Risk of Loss

- a) The risk of loss or damage to the Art Work shall be borne by the Artist throughout the exhibition period. Should the Art Work be damaged by natural elements, an Act of God, vandalism, or other process or action, the City may, at its sole option (1) contract with the Artist to repair the Art Work for an additional cost; (2) repair the Art Work itself; or (3) paint over or remove the Art Work prior to March 31, 2024. No damages will be due to the Artist for any alterations made to or removal of the Art Work prior to March 31, 2024.

1.5 Indemnity

- a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or installation of the Art Work.
- b) Upon installation of the Art Work, the City shall indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.
- c) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

- a) The City shall pay the Artist a stipend of \$3,000 which shall constitute full compensation for all fees, services, expenses, supplies, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at the Site.

2.2 Artist's Expenses

- a) The Artist shall be responsible for the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

- a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice may be submitted electronically and shall be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

- a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation of the Art Work as proposed by the Artist

and approved by the City pursuant to Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Time Extensions

- a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

- a) The Artist represents and warrants that:
 - 1) The Art Work is solely the result of the artistic effort of the Artist;
 - 2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
 - 3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
 - 4) The Art Work is free and clear of any liens from any source.

4.2 Warranties of Quality and Condition

- a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
 - 1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
 - 2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work.

ARTICLE 5: INSURANCE

5.1 Artist Insurance

- a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

- a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

- a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

- a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

- a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

- a) Except as provided in Section 1.4 of this Agreement, the City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist during the term of this Agreement. The Artist understands that this is a temporary exhibit and that the Art Work will be painted over and cease to exist at the end of the term of this Agreement or earlier as provided in Section 1.4 of this Agreement.

7.4 Record

- a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

- a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

- a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

- a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The

Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Work. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

- a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

- a) All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

Allison Ullestad, Arts, Culture & Enrichment Supervisor
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

2) if to the Artist, to:

Ally Frame
300 SW 5th Street
Apt. B507
Des Moines, IA 50309

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and

contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. 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. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Remainder of Page Left Blank – Signatures on following page.

ARTIST



Ally France

April 1, 2023

Date

CITY

Ryan Penning, Director of Parks and Recreation Department
City of West Des Moines

Date

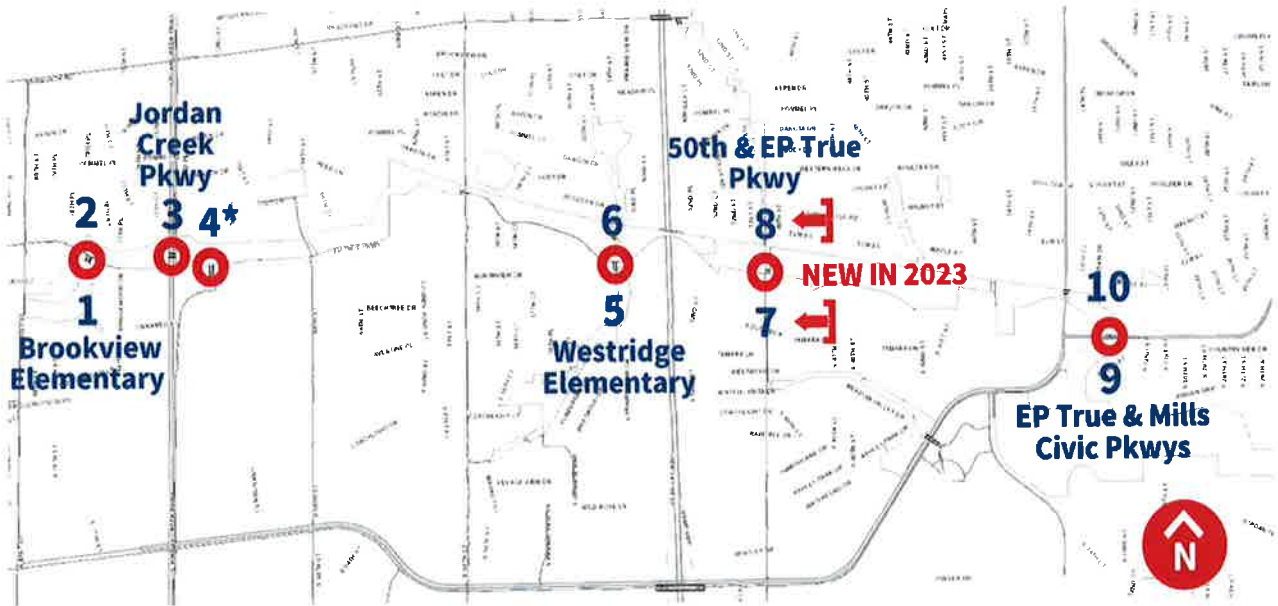
Exhibit A

6 I'LL BE THERE FOR YOU

My mural turns the bike path into a larger than life comic strip that illustrates one example of how our community supports each other in a fun way that both kids and adults can engage with. It features a dog enjoying his day when disaster strikes and his home is destroyed. His neighbors and community rally together to rebuild his home and build lasting friendships too.



- 1 Connection - Lauren Pesta
- 2 We Are the Fire - Damen LaPalm
- 3 Murmuration - Ebisu
- 4 Escape - Brandon Hopper*
- 5 Winds of Community - Lindsay Dew
- 6 I'll Be There for You - Ally Frame
- 7 Communal Space - Emily Lawson/Ally Frame
- 8 Our Community - Dani Austen/Cat Rocketship
- 9 The Power to Change an Inner World - Kathleen Roling
- 10 Patchwork - Brandon Hopper



CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2023 WDMurals – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (“City”) and Emily Lawson (“Artist”).

WITNESSETH:

WHEREAS, the City desires to hold an art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (“Art Work”), which has been conceived and designed by Artist, to be installed on the City’s property, Jordan Creek Trail at 50th Street underpass – east wall, (“Site”), West Des Moines, Iowa.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

- a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
- b) The Artist shall inspect the existing substrate and construction of the concrete walls to which the Art Work is to be attached and notify the City of any issues.
- c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
- d) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the WDMurals exhibit. This creation process may include but is not limited to, the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Artwork Installation

- a) The Artist shall notify the City when the Artist is ready to install the Art Work at the Site designated by the City.
- b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist’s intended time of installation to determine the exact schedule of installation.
- c) The Artist shall install the completed Art Work at the Site after May 1, 2023, and no later than May 30, 2023.
- d) The Artist shall be responsible for all expenses, labor, supplies, materials, and equipment necessary for the installation of the Art Work.

1.3 Term of Agreement

- a) The term of this Agreement shall be from May 1, 2023 through March 31, 2024. At the end of the term, the Artist agrees that the Artwork will be painted over and cease to exist at the Site.

1.4 Risk of Loss

- a) The risk of loss or damage to the Art Work shall be borne by the Artist throughout the exhibition period. Should the Art Work be damaged by natural elements, an Act of God, vandalism, or other process or action, the City may, at its sole option (1) contract with the Artist to repair the Art Work for an additional cost; (2) repair the Art Work itself; or (3) paint over or remove the Art Work prior to March 31, 2024. No damages will be due to the Artist for any alterations made to or removal of the Art Work prior to March 31, 2024.

1.5 Indemnity

- a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or installation of the Art Work.
- b) Upon installation of the Art Work, the City shall indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.
- c) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

- a) The City shall pay the Artist a stipend of \$1,000 which shall constitute full compensation for all fees, services, expenses, supplies, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at the Site.

2.2 Artist's Expenses

- a) The Artist shall be responsible for the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

- a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice may be submitted electronically and shall be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

- a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation of the Art Work as proposed by the Artist

and approved by the City pursuant to Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Time Extensions

- a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

- a) The Artist represents and warrants that:
 - 1) The Art Work is solely the result of the artistic effort of the Artist;
 - 2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
 - 3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
 - 4) The Art Work is free and clear of any liens from any source.

4.2 Warranties of Quality and Condition

- a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
 - 1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
 - 2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work.

ARTICLE 5: INSURANCE

5.1 Artist Insurance

- a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

- a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

- a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

- a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

- a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

- a) Except as provided in Section 1.4 of this Agreement, the City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist during the term of this Agreement. The Artist understands that this is a temporary exhibit and that the Art Work will be painted over and cease to exist at the end of the term of this Agreement or earlier as provided in Section 1.4 of this Agreement.

7.4 Record

- a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

- a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

- a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

- a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The

Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Work. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

- a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

- a) All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

- 1) if to the City, to:

Allison Ullestad, Arts, Culture & Enrichment Supervisor
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

- 2) if to the Artist, to:

Emily Lawson
5221 Village Run Avenue
Unit 401
Des Moines, IA 50317

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and

contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. 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. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Remainder of Page Left Blank – Signatures on following page.

ARTIST

Emily Lawson

Emily Lawson

03/28/2023

Date

CITY

Ryan Penning, Director of Parks and Recreation Department
City of West Des Moines

Date

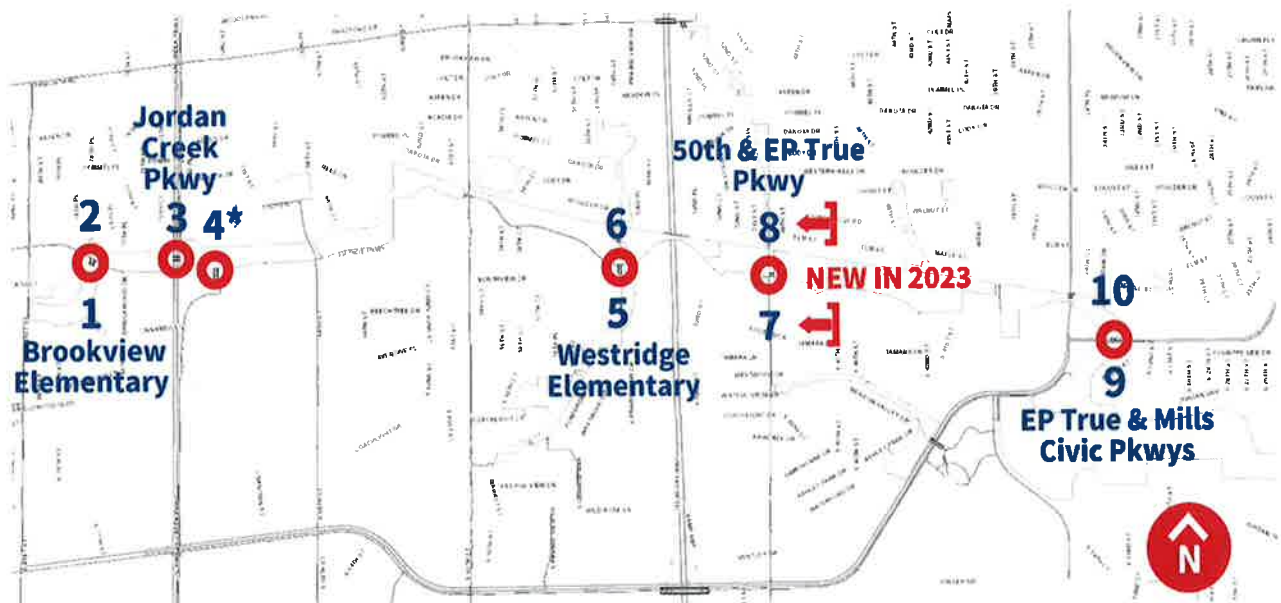
Exhibit A

7 COMMUNAL SPACE

Our inspiration behind this mural is celebrating the idea that in this vast, ever-expanding universe, we have the privilege of finding ourselves together in this community; and that ultimately finding community could give our viewers a touchstone for hope, meaning, and purpose. We are not alone, we are in this together. It also serves as a reminder that while we have our little community here we are also part of a larger community - the world. We're all in this together and need to work together to make positive changes around the globe. Using bright colors, illustrative elements, and a cut-and-paste aesthetic we aim to keep the overall feeling of the mural lighthearted and joyful, while the deeper messaging of "I'm here" "and so are you" on the Earth could be a really meaningful reminder of connection for the viewer.



- 1 **Connection** – Lauren Pesta
- 2 **We Are the Fire** – Damen LaPalm
- 3 **Murmuration** - Ebisu
- 4 **Escape** - Brandon Hopper*
- 5 **Winds of Community** – Lindsay Dew
- 6 **I'll Be There for You** – Ally Frame
- 7 **Communal Space** - Emily Lawson/Ally Frame
- 8 **Our Community** - Dani Austen/Cat Rocketship
- 9 **The Power to Change an Inner World** - Kathleen Roling
- 10 **Patchwork** - Brandon Hopper



CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2023 WDMurals – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (“City”) and Cat Rocketship (“Artist”).

WITNESSETH:

WHEREAS, the City desires to hold an art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (“Art Work”), which has been conceived and designed by Artist, to be installed on the City’s property, Jordan Creek Trail at 50th Street underpass – west wall, (“Site”), West Des Moines, Iowa.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

- a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
- b) The Artist shall inspect the existing substrate and construction of the concrete walls to which the Art Work is to be attached and notify the City of any issues.
- c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
- d) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the WDMurals exhibit. This creation process may include but is not limited to, the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Artwork Installation

- a) The Artist shall notify the City when the Artist is ready to install the Art Work at the Site designated by the City.
- b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist’s intended time of installation to determine the exact schedule of installation.
- c) The Artist shall install the completed Art Work at the Site after May 1, 2023, and no later than May 30, 2023.
- d) The Artist shall be responsible for all expenses, labor, supplies, materials, and equipment necessary for the installation of the Art Work.

1.3 Term of Agreement

- a) The term of this Agreement shall be from May 1, 2023 through March 31, 2024. At the end of the term, the Artist agrees that the Artwork will be painted over and cease to exist at the Site.

1.4 Risk of Loss

- a) The risk of loss or damage to the Art Work shall be borne by the Artist throughout the exhibition period. Should the Art Work be damaged by natural elements, an Act of God, vandalism, or other process or action, the City may, at its sole option (1) contract with the Artist to repair the Art Work for an additional cost; (2) repair the Art Work itself; or (3) paint over or remove the Art Work prior to March 31, 2024. No damages will be due to the Artist for any alterations made to or removal of the Art Work prior to March 31, 2024.

1.5 Indemnity

- a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or installation of the Art Work.
- b) Upon installation of the Art Work, the City shall indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.
- c) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

- a) The City shall pay the Artist a stipend of \$2,000 which shall constitute full compensation for all fees, services, expenses, supplies, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at the Site.

2.2 Artist's Expenses

- a) The Artist shall be responsible for the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

- a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice may be submitted electronically and shall be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

- a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation of the Art Work as proposed by the Artist

and approved by the City pursuant to Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Time Extensions

- a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

- a) The Artist represents and warrants that:
 - 1) The Art Work is solely the result of the artistic effort of the Artist;
 - 2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
 - 3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
 - 4) The Art Work is free and clear of any liens from any source.

4.2 Warranties of Quality and Condition

- a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
 - 1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
 - 2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work.

ARTICLE 5: INSURANCE

5.1 Artist Insurance

- a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

- a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

- a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

- a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

- a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

- a) Except as provided in Section 1.4 of this Agreement, the City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist during the term of this Agreement. The Artist understands that this is a temporary exhibit and that the Art Work will be painted over and cease to exist at the end of the term of this Agreement or earlier as provided in Section 1.4 of this Agreement.

7.4 Record

- a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

- a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

- a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

- a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The

Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Work. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

- a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

- a) All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

Allison Ullestad, Arts, Culture & Enrichment Supervisor
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

2) if to the Artist, to:

Cat Rocketship
3510 Jefferson Avenue
Des Moines, IA 50310

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with

the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. 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. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Remainder of Page Left Blank – Signatures on following page.

ARTIST

Cat Rocketship

Cat Rocketship

4/10/23

Date

CITY

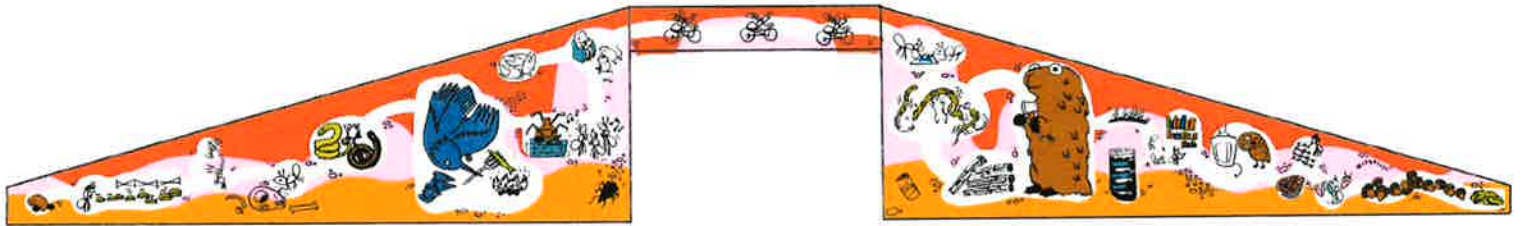
Ryan Penning, Director of Parks and Recreation Department
City of West Des Moines

Date

Exhibit A

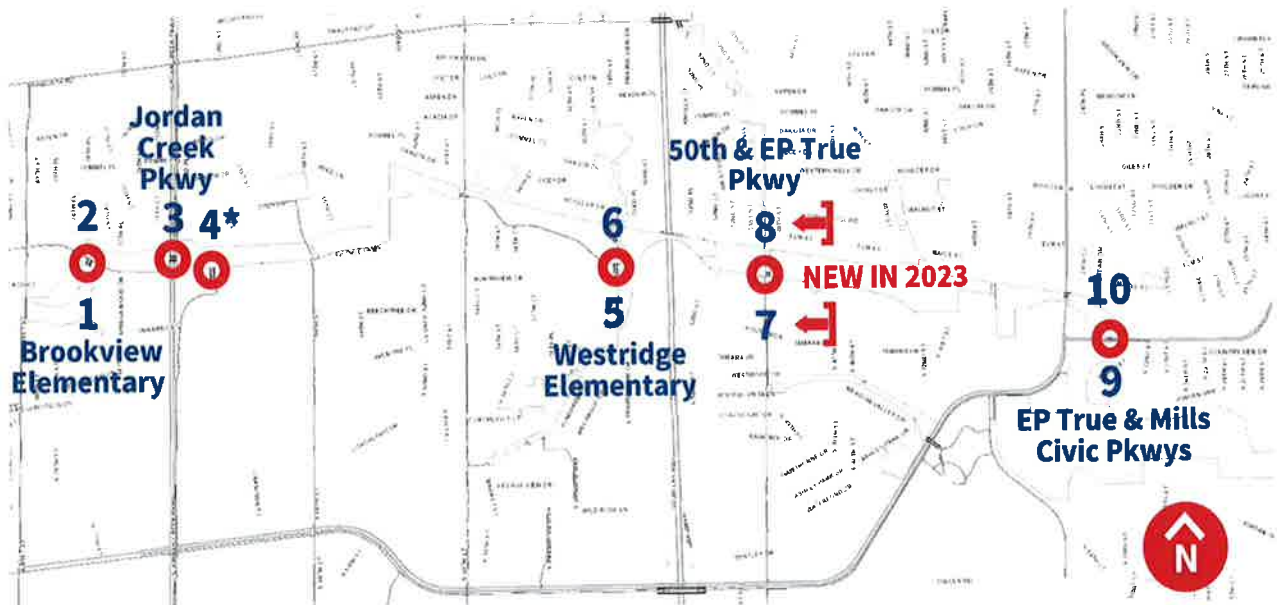
8 OUR COMMUNITY

In Our Community, we take a look at a number of fossorial (burrowing or underground dwelling) animals found in Iowa. From the ants making art and attending a dance party to the burrowing owl watching a little TV, the creatures in this mural are participating in many of the activities that our community is invested in. Though the animals are stylized in a fun and friendly way, they are each representative of a species native to this area. The colorful mural will bring humor and joy to trail users.



- 1 **Connection** – Lauren Pesta
- 2 **We Are the Fire** – Damen LaPalm
- 3 **Murmuration** - Ebisu
- 4 **Escape** - Brandon Hopper*
- 5 **Winds of Community** - Cat Rocketship

- 6 **I'll Be There for You** – Ally Frame
- 7 **Communal Space** - Emily Lawson/Ally Frame
- 8 **Our Community** - Dani Austen/Cat Rocketship
- 9 **The Power to Change an Inner World** - Kathleen Roling
- 10 **Patchwork** - Brandon Hopper



CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2023 WDMurals – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (“City”) and Kathleen Roling (“Artist”).

WITNESSETH:

WHEREAS, the City desires to hold an art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (“Art Work”), which has been conceived and designed by Artist, to be installed on the City’s property, Jordan Creek Trail at EP True Parkway and Mills Civic Parkway underpass – south wall, (“Site”), West Des Moines, Iowa.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

- a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
- b) The Artist shall inspect the existing substrate and construction of the concrete walls to which the Art Work is to be attached and notify the City of any issues.
- c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
- d) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the WDMurals exhibit. This creation process may include but is not limited to, the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Artwork Installation

- a) The Artist shall notify the City when the Artist is ready to install the Art Work at the Site designated by the City.
- b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist’s intended time of installation to determine the exact schedule of installation.
- c) The Artist shall install the completed Art Work at the Site after May 1, 2023, and no later than May 30, 2023.
- d) The Artist shall be responsible for all expenses, labor, supplies, materials, and equipment necessary for the installation of the Art Work.

1.3 Term of Agreement

- a) The term of this Agreement shall be from May 1, 2023 through March 31, 2024. At the end of the term, the Artist agrees that the Artwork will be painted over and cease to exist at the Site.

1.4 Risk of Loss

- a) The risk of loss or damage to the Art Work shall be borne by the Artist throughout the exhibition period. Should the Art Work be damaged by natural elements, an Act of God, vandalism, or other process or action, the City may, at its sole option (1) contract with the Artist to repair the Art Work for an additional cost; (2) repair the Art Work itself; or (3) paint over or remove the Art Work prior to March 31, 2024. No damages will be due to the Artist for any alterations made to or removal of the Art Work prior to March 31, 2024.

1.5 Indemnity

- a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or installation of the Art Work.
- b) Upon installation of the Art Work, the City shall indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.
- c) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

- a) The City shall pay the Artist a stipend of \$2,000 which shall constitute full compensation for all fees, services, expenses, supplies, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at the Site.

2.2 Artist's Expenses

- a) The Artist shall be responsible for the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

- a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice may be submitted electronically and shall be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

- a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation of the Art Work as proposed by the Artist

and approved by the City pursuant to Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Time Extensions

- a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

- a) The Artist represents and warrants that:
 - 1) The Art Work is solely the result of the artistic effort of the Artist;
 - 2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
 - 3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
 - 4) The Art Work is free and clear of any liens from any source.

4.2 Warranties of Quality and Condition

- a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
 - 1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
 - 2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work.

ARTICLE 5: INSURANCE

5.1 Artist Insurance

- a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

- a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

- a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

- a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

- a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

- a) Except as provided in Section 1.4 of this Agreement, the City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist during the term of this Agreement. The Artist understands that this is a temporary exhibit and that the Art Work will be painted over and cease to exist at the end of the term of this Agreement or earlier as provided in Section 1.4 of this Agreement.

7.4 Record

- a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

- a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

- a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

- a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The

Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Work. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

- a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

- a) All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

Allison Ullestad, Arts, Culture & Enrichment Supervisor
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

2) if to the Artist, to:

Kathleen Roling
5616 Hickman Road, 5
Des Moines, IA 50310

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with

the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. 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. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Remainder of Page Left Blank – Signatures on following page.

ARTIST

Kathleen Roling

Date

CITY

Ryan Penning, Director of Parks and Recreation Department
City of West Des Moines

Date

Exhibit A

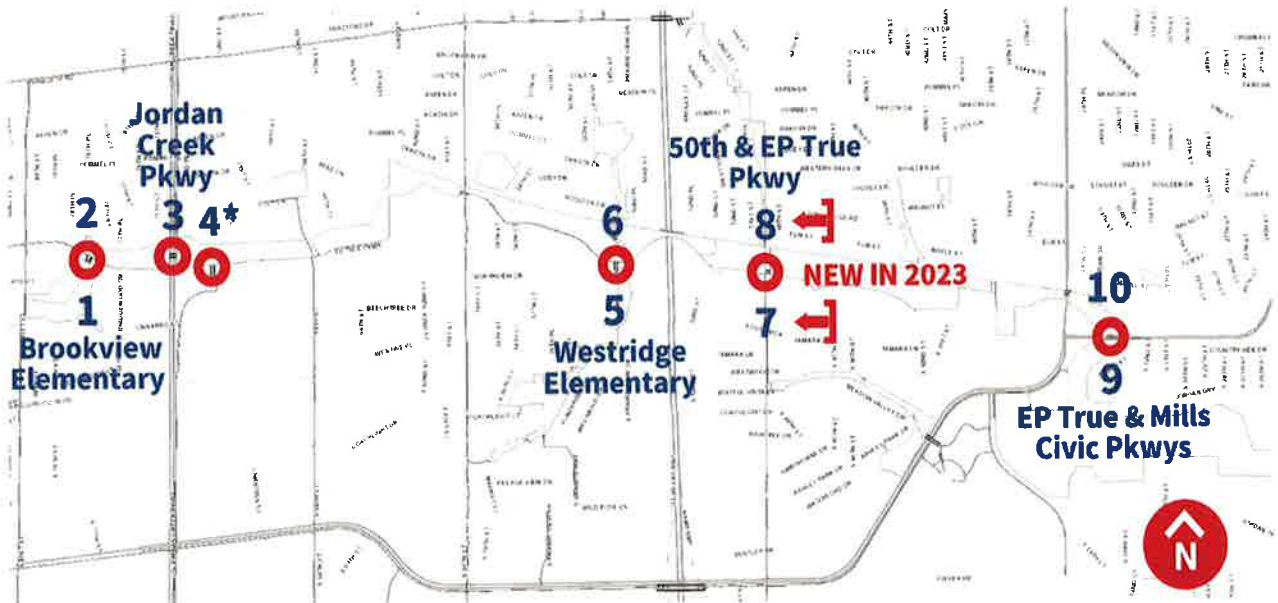
9 THE POWER TO CHANGE AN INNER WORLD

I have interpreted the theme “Our Community” with bold symbolism of unity and diversity. The graphic style is aesthetically pleasing with high contrast and saturated colors. The two hands placed on both sides of the tunnel entrance represent different kinds of people who choose to come together to form a whole heart. They are placed in a way that it is the walkway where people travel that unites the two hands as one heart. The community walking through the tunnel complete the artwork, and are part of the art themselves. The hands also represent the embrace of the community members that might be walking through the tunnel. The different colors of hands symbolize the diversity of the different souls that make up the community of West Des Moines in a way that celebrates the uniqueness of individuals. The variety of bold flowers also represent the diversity of the community as a symbol that is more than external quality, but even internal. The uniqueness of every mind and heart is celebrated in this design. The graphic lines emanating from the tunnel represent the power of change each member of the community that walks through the tunnel carries. As they release that power within them, they reach out to the flowers and energize them, helping them grow, representing the power to help every internal world they touch to flourish like a beautiful bloom.



- 1 Connection – Lauren Pesta
- 2 We Are the Fire – Damen LaPalm
- 3 Murmuration - Ebisu
- 4 Escape - Brandon Hopper*
- 5 Winds of Community - Lindsay Dew

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CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2023 WDMurals – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (“City”) and Brandon Hopper (“Artist”).

WITNESSETH:

WHEREAS, the City desires to hold an art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (“Art Work”), which has been conceived and designed by Artist, to be installed on the City’s property, Jordan Creek Trail at EP True Parkway and Mills Civic Parkway underpass – north wall, (“Site”), West Des Moines, Iowa.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

- a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
- b) The Artist shall inspect the existing substrate and construction of the concrete walls to which the Art Work is to be attached and notify the City of any issues.
- c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
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- b) Upon installation of the Art Work, the City shall indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.
- c) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

- a) The City shall pay the Artist a stipend of \$2,000 which shall constitute full compensation for all fees, services, expenses, supplies, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at the Site.

2.2 Artist's Expenses

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2.3 Invoices

- a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice may be submitted electronically and shall be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

- a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation of the Art Work as proposed by the Artist

and approved by the City pursuant to Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Time Extensions

- a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

- a) The Artist represents and warrants that:
 - 1) The Art Work is solely the result of the artistic effort of the Artist;
 - 2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
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4.2 Warranties of Quality and Condition

- a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
 - 1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
 - 2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work.

ARTICLE 5: INSURANCE

5.1 Artist Insurance

- a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

- a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

- a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

- a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

- a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

- a) Except as provided in Section 1.4 of this Agreement, the City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist during the term of this Agreement. The Artist understands that this is a temporary exhibit and that the Art Work will be painted over and cease to exist at the end of the term of this Agreement or earlier as provided in Section 1.4 of this Agreement.

7.4 Record

- a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

- a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

- a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

- a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The

Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Work. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

- a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

- a) All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

Allison Ullestad, Arts, Culture & Enrichment Supervisor
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

2) if to the Artist, to:

Brandon Hopper
415 7th Street
108
West Des Moines, IA 50265

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and

contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. 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. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Remainder of Page Left Blank – Signatures on following page.

ARTIST

Brandon Hopper

Brandon Hopper

4/7/2023

Date

CITY

Ryan Penning, Director of Parks and Recreation Department
City of West Des Moines

Date

Exhibit A

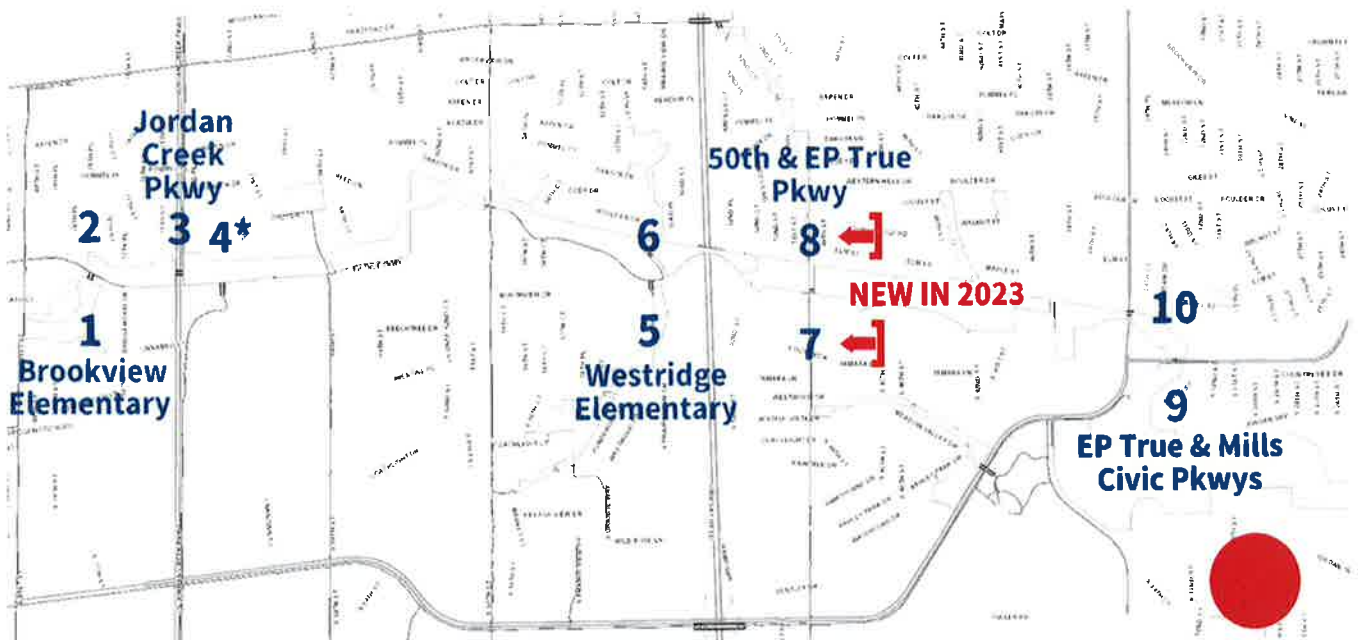
10 PATCHWORK

Our community is made up of a variety of different parts and pieces. We are made up of people from all different places, each with something unique to contribute. We are woven together like an intricate patchwork telling our story. The pattern is inspired by quilting and is reminiscent of aerial views of Iowa. This piece represents the diversity and community of West Des Moines.



- 1 **Connection** – Lauren Pesta
- 2 **We Are the Fire** – Damen LaPalm
- 3 **Murmuration** - Ebisu
- 4 **Escape** - Brandon Hopper*
- 5 **Winds of Community** - Lindsay Dew

- 6 **I'll Be There for You** – Ally Frame
- 7 **Communal Space** - Emily Lawson/Ally Frame
- 8 **Our Community** - Dani Austen/Cat Rocketship
- 9 **The Power to Change an Inner World** - Kathleen Roling
- 10 **Patchwork** - Brandon Hopper



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

DATE: April 17, 2023

ITEM:

Motion – Approving Change Order #4
South Grand Prairie Parkway – Grand Avenue to South of Raccoon River Drive

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$12,525,882.16	September 6, 2022	
Change Order #1	(\$476.10)	November 22, 2022	Miscellaneous
Change Order #2	\$18,500.30	February 9, 2023	Additional culverts
Change Order #3	\$9,077.00	February 9, 2023	Additional traffic control
Change Order #4	\$36,900.00	Pending	Railing modifications
Total	\$12,589,883.36		

Costs for these change order items will be paid from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Tax Increment Financing (TIF) revenue collected from within the Grand Prairie Parkway Urban Renewal Area TIF.

BACKGROUND:

This project includes the construction of South Grand Prairie Parkway from Grand Avenue to south of Raccoon River Drive as part of Microsoft's Ginger West development. Construction of South Grand Prairie Parkway will include an overpass (441'x42' pretensioned prestressed concrete beam bridge) over Raccoon River Drive and the Iowa Interstate Railroad (IAISRR). South Grand Prairie Parkway (major arterial) will ultimately be a six-lane divided urban roadway, but only three lanes will be constructed as part of the initial construction. The project will also include the construction of a jug handle connection from South Grand Prairie Parkway to Raccoon River Drive as well as partial reconstruction of Raccoon River Drive to accommodate turn lanes for the jug handle connection. The project will generally include grading, paving, storm sewer, fiber, multi-use trail, and other miscellaneous work.

Construction of the jug handle connection and portions of South Grand Prairie Parkway necessary to tie into the new jug handle connection were completed last Fall 2022. The realignment of Johnson Creek on the south side of Raccoon River Drive is to be completed this Spring 2023. Construction of the remainder of South Grand Prairie Parkway including the overpass are anticipated to be completed by December 1, 2023. Reconstruction of portions of Raccoon River Drive are tentatively scheduled to take place prior to the December 1, 2023 completion date as well, with Raccoon River Drive only being closed for a maximum of 42 calendar days. Final restoration and project close-out are anticipated to be completed by May 31, 2024.

Change Order #4 consists of modifications to the fabrication of the ornamental metal railing for the overpass to accommodate single-stage dipping in the anodizing process. The modifications result in additional materials and labor that were not accounted for originally, but will create a better looking finished product when complete. City Staff recommend approval of Change Order #4.

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Motion Approving Change Order #4 for South Grand Prairie Parkway – Grand Avenue to South of Raccoon River Drive.

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 INFORMED (if applicable)

Committee	Public Services
Date Informed	April 10, 2023
No Deliberation or Action Taken	



CITY OF WEST DES MOINES

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

CHANGE ORDER

Distribution:
 Owner X
 Engineer X
 Contract X
 Other _____

Contractor: **McAninch Corporation**
100 E. Grand, Suite 350
Des Moines, IA 50309

Project Title	South Grand Prairie Pkwy Raccoon River to Grand Avenue	
WDM Project File Number	0510-014-2621	
Purchase Order Number	2023-00000212	
Orig. Contract Amount & Date	\$12,525,882.16	September 6, 2022
Change Order Number	4	
Date	April 17, 2023	

THE CONTRACT IS CHANGED AS FOLLOWS: Due to size limitations with the anodizing process, a plan revision is proposed for the 9'-0 height Ornamental Metal Railing. The taller assemblies would require a multi-stage dipping process that would likely result in a finished product that does not meet the intent of the plans and specifications. Assembly 3 and assembly 4 shown on Sheet V.38 will be modified from a single panel to a two part panel with horizontal bolted connections around mid-panel. This modification will not affect aesthetics of the railing. However, this change will result in an increase in material and labor during the fabrication and installation process.

Add Item CO 4.1: This item includes all additional equipment, material, and labor to fabricate, anodize, and install the 156'-3" (9'-0 Height) Ornamental Metal Railing.

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO 4.1	ORNAMENTAL METAL RAILING - ALTERNATIVE DESIGN FOR IAISRR ROW	LS	\$ 36,900.00	1.00	\$ 36,900.00
TOTAL					\$ 36,900.00

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$12,525,882.16
Net Change by previously authorized Change Orders	\$27,101.20
The Contract Sum prior to This Change Order was	\$12,552,983.36
The Contract Sum will be revised by this Change Order in the amount of	\$36,900.00
The new Contract Sum including this Change Order will be	\$12,589,883.36
Aggregate Change Order as a percent of Original Contract (If greater than 10% of the original contract, Council Subcommittee recommendation and all signatures through the full Council are required)	0.51%
The Contract Time will be changed by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	

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

Contractor: McAninch Corporation	Recommended By: Foth Infrastructure & Environment, LLC	Checked By: City of West Des Moines
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Name: John McMullen	Name: Todd Holup	Name: Brian Hemesath
Title: Estimator/Project Manager	Title: Project Engineer	Title: City Engineer
Date: Apr 4, 2023	Date: Apr 4, 2023	Date: Apr 5, 2023

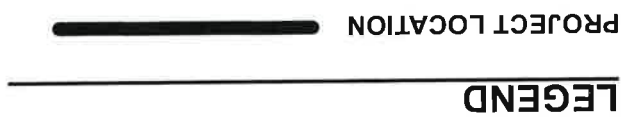
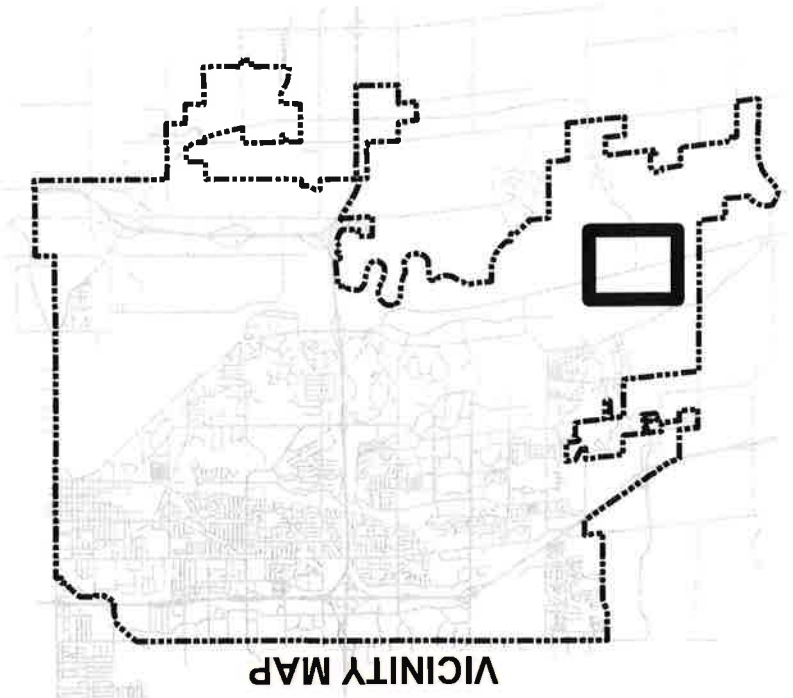
Owner: City of West Des Moines		
<input checked="" type="checkbox"/> ≤ \$24,999.99 City Engineer (≤ 10% original contract)	X _____	Date _____
<input type="checkbox"/> ≥ \$25,000 to \$50,000 City Council approved or ratified at Council		Date _____

Signature: *Clint Carpenter*

Email: Clint.Carpenter@wdm.iowa.gov

Signature: 
Jason Schlickbernd (Apr 5, 2023 06:01 CDT)

Email: jason.schlickbernd@wdm.iowa.gov



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

ITEM: Approving Interfund Transfers

DATE: April 17, 2023

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 22-23 Budget and Exhibit A represents transfers to be authorized as of June 30, 2023.

RECOMMENDATION: Approval of Resolution Authorizing Transfer of Funds.

Lead Staff Member: Lesley Montgomery, Accounting Manager 

STAFF REVIEWS

Department Director	Tim Stiles
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Not required
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

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

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

WHEREAS, the City of West Des Moines did adopt transfer amounts in the FY 2022-2023 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 17th day of April, 2023.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

EXHIBIT A

#	From	Fund #	To	Fund #	Amount	Purpose
1	General	100	Dallas County Local Housing Trust Fund	460	6,415.36	FY23 City Contribution to DCLHTF
2	General	100	Metro Home Improvement	115	28,454.00	FY23 City Contribution to MHIP-\$20k for Rehab, \$8,454 for Admin
3	General	100	Technology Replacement Fund	740	300,000.00	FY23 Annual Contribution
4	Capital Projects-2022F Bond Proceeds	538	Debt Service-Cap Int 2022F	219	333,375.00	Establish 2022F Capitalized Interest Fund
5	Fiber Conduit Utility	670	Debt Service-Cap Int 2022E	218	778,418.81	Establish 2022E Capitalized Interest Fund
6	Police Custodial	830	General	100	466.28	Release police custodial funds to general fund for closed cases
7	LOST-City Uses	491	General	100	2,000,000.00	FY23 Budget LOST - Maintain Tax Rate
8	Microsoft Alluvion TIF	330	Debt Service	200	204,618.75	2015A 12-22 Interest Payment
9	Microsoft Alluvion TIF	330	Debt Service	200	65,123.75	2015B 12-22 Interest Payment
10	Microsoft Alluvion TIF	330	Debt Service	200	110,950.00	2016D 12-22 Interest Payment
11	Microsoft Alluvion TIF	330	Debt Service	200	26,820.21	2022C 12-22 Interest Payment
11	Mills TIF	341	Debt Service	200	47,375.00	2016B 12-22 Interest Payment
12	Mills TIF	341	Debt Service	200	25,125.00	2017B 12-22 Interest Payment
13	Mills TIF-Microsoft Sub #7	351	Debt Service	200	77,737.50	2016B 12-22 Interest Payment
14	Mills TIF-Microsoft Sub #7	351	Debt Service	200	40,681.25	2017E 12-22 Interest Payment
15	Woodland Hills TIF-Booneville Rd	352	Debt Service	200	83,500.00	2019D 12-22 Interest Payment
16	Ashworth Road TIF	355	Debt Service	200	224,296.88	2018B 12-22 Interest Payment
17	Coachlight TIF	356	Debt Service	200	102,753.13	2018C 12-22 Interest Payment
18	Coachlight TIF	356	Debt Service	200	84,975.00	2019C 12-22 Interest Payment
19	Coachlight TIF	356	Debt Service	200	78,153.75	2020B 12-22 Interest Payment
20	8300 Mills Sammons TIF	357	Debt Service	200	101,250.00	2019B 12-22 Interest Payment
21	Microsoft Osmium TIF	360	Debt Service	200	126,671.88	2017C 12-22 Interest Payment
22	Microsoft Osmium TIF	360	Debt Service	200	398,506.25	2017D 12-22 Interest Payment
23	Microsoft Osmium TIF	360	Debt Service	200	267,941.25	2018D 12-22 Interest Payment
24	Microsoft Osmium TIF	360	Debt Service	200	143,746.88	2018E 12-22 Interest Payment
25	Microsoft Osmium TIF	360	Debt Service	200	154,100.00	2019A 12-22 Interest Payment
26	Hotel/Motel	160	MidAmerican Energy RecPlex	692	245,475.00	2019F 12-22 Interest Payment
27	LOST-City Uses	491	MidAmerican Energy RecPlex	692	126,511.25	2021A 12-22 Interest Payment
28	Debt Service	200	Fiber Conduit Utility	670	91,808.13	2020C 12-22 Interest Payment
29	Debt Service-Cap Int 2021B	214	Debt Service	200	341,275.00	2021B 12-22 Interest Payment

EXHIBIT A

#	From	Fund #	To	Fund #	Amount	Purpose
30	Debt Service-Cap Int 2021C	215	Debt Service	200	47,250.00	2021C 12-22 Interest Payment
31	Debt Service-Cap Int 2022A	216	Debt Service	200	130,622.91	2022A 12-22 Interest Payment
32	Debt Service-Cap Int 2022B	217	Debt Service	200	169,489.60	2022B 12-22 Interest Payment

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

ITEM: Renew Revolving Line of Credit (Business Loan Agreement and Promissory Note) with West Bank

DATE: April 17, 2023

FINANCIAL IMPACT: Unknown amount of interest expense will continue be paid from the MidAmerican Energy Rec Plex Enterprise Fund. There is no impact to the General Fund. The amount of interest expense is unknown because of multiple variables because the West Bank note agreement will carry a variable interest rate and because the outstanding principal balance at any point in time will be subject to the timeliness of donor pledge payments.

BACKGROUND: The current Revolving Line of Credit Agreement ("LOC") with West Bank, consisting of a Business Loan Agreement and Promissory Note, is being used to provide capital needed to complete construction of the MidAmerican Energy Rec Plex in a timely manner. When raising funds for the construction, some of the pledges made by individuals and corporations were made with payments spanning several years into the future. This created a funding gap which was eventually closed by negotiating a LOC whereby the City would have access to short-term borrowing of up to \$6.0 million with interest at a variable rate. As the pledges were received, the LOC were to be paid down.


The LOC agreement was approved by Council on April 20, 2020, with a three-year term. It has operated effectively since that time. Pledges have been received and the LOC has been paid down so currently there are approximately \$2.0 million of outstanding pledges with roughly equals the current LOC balance.

Because the original LOC agreement is expiring on April 19, 2023, Finance Staff and West Bank have negotiated to renew the agreement with an additional term of one year, otherwise using the same terms and conditions except the maximum allowable borrowing will be reset at \$2.0 million versus the original \$6.0 million.

RECOMMENDATION: Approve the Resolution to renew the Line of Credit (Business Loan Agreement and Promissory Note) with West Bank at a level of \$2.0 million for one year. This action will also authorize the Finance Director to execute said documents, as well as any other necessary supporting documents, on behalf of the City.

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	<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> </table>	Yes	No
Yes	No		

RESOLUTION NO. _____

A RESOLUTION APPROVING THE RENEWAL OF A LINE OF CREDIT LOAN AGREEMENT (CONSISTING OF A BUSINESS LOAN AGREEMENT AND PROMISSORY NOTE) WITH WEST BANK

WHEREAS, the City of West Des Moines has previously authorized, on March 16, 2020, the issuance of up to \$6,000,000 in General Fund Capital Loan Notes to assist in closing a funding gap related to construction of the Mid-American Energy Rec Plex caused by the planned delayed timing of pledges and contributions toward the project, and

WHEREAS, the City subsequently, on April 20, 2020, approved a three-year Line of Credit Loan Agreement (consisting of a Business Loan Agreement and Promissory Note) with West Bank with variable interest rates, and

WHEREAS, this Line of Credit Agreement has performed as planned since its inception, and

WHEREAS, many of the outstanding pledges have since been paid and there are currently approximately \$2.0 million remaining pledges outstanding,

NOW, THEREFORE, BE IT RESOLVED, that the Council approves a one-year renewal of the Line of Credit Agreement with West Bank (consisting of a Business Loan Agreement and Promissory Note) and authorizes the Finance Director to execute said documents, as well as any necessary supporting documents, on behalf of the City.

PASSED AND APPROVED this 17th day of April 2023.

Russ Trimble, Mayor

Attest:

Ryan Jacobson, City Clerk



HLP0927

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,000,000.00	04-17-2023	04-15-2024	95285		0000304042-01	317	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: CITY OF WEST DES MOINES
PO BOX 65320
WEST DES MOINES, IA 50265

Lender: WEST BANK
MAIN BANK
1601 22ND STREET
WEST DES MOINES, IA 50266
(515) 222-2300

THIS BUSINESS LOAN AGREEMENT dated April 17, 2023, is made and executed between CITY OF WEST DES MOINES ("Borrower") and WEST BANK ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of April 17, 2023, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

LINE OF CREDIT. The Indebtedness includes a revolving line of credit.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Iowa. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at PO BOX 65320, WEST DES MOINES, IA 50265. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 95285

Page 2

resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, or an OCBOA acceptable to Lender, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Additional Requirements. ANNUAL AUDITED FINANCIAL STATEMENTS OF THE BORROWER REQUIRED.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, or an OCBOA acceptable to Lender, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Financial Covenants and Ratios. Comply with the following covenants and ratios:

Additional Requirements. CITY OF WEST DES MOINES TO MAINTAIN DEPOSIT ACCOUNTS WITH WEST BANK FOR THE LIFE OF THE LOAN.

Except as provided above, all computations made to determine compliance with the requirements contained in this paragraph shall be made in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by Borrower as being true and correct.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP or an OCBOA acceptable to Lender.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower's chief financial officer, or other officer or person acceptable to Lender, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificate, no Event of Default exists under this Agreement.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental

BUSINESS LOAN AGREEMENT (Continued)

Loan No: 95285

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activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor or any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 95285

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Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Iowa without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Iowa.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of POLK County, State of Iowa.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means CITY OF WEST DES MOINES and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means WEST BANK, its successors and assigns.

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 95285

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Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated April 17, 2023 and executed by CITY OF WEST DES MOINES in the principal amount of \$2,000,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

OCBOA. The term "OCBOA" means Other Comprehensive Basis of Accounting, as designated by Lender in writing as an acceptable alternative to GAAP.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED APRIL 17, 2023.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS BUSINESS LOAN AGREEMENT AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

BORROWER:

CITY OF WEST DES MOINES

By: _____
TIMOTHY R. STILES, FINANCE DIRECTOR of CITY
OF WEST DES MOINES

LENDER:

WEST BANK

By: _____
Authorized Signer



HLP0853

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,000,000.00	04-17-2023	04-15-2024	95285		0000304042-01	317	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Borrower: CITY OF WEST DES MOINES
 PO BOX 65320
 WEST DES MOINES, IA 50265

Lender: WEST BANK
 MAIN BANK
 1601 22ND STREET
 WEST DES MOINES, IA 50266
 (515) 222-2300

Principal Amount: \$2,000,000.00

Date of Note: April 17, 2023

PROMISE TO PAY. CITY OF WEST DES MOINES ("Borrower") promises to pay to WEST BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Million & 00/100 Dollars (\$2,000,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on April 15, 2024. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning May 15, 2023, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied to any escrow or reserve account payments; then to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the FEDERAL FUNDS TARGET RANGE-UPPER LIMIT AS PUBLISHED BY THE ST. LOUIS FED (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each DAY. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 5.000% per annum.** Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.750 percentage points over the Index (the "Margin"), resulting in an initial rate of 6.750% per annum based on a year of 360 days. If Lender determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this Note, Lender may amend this Note by designating a substantially similar substitute index. Lender may also amend and adjust the Margin to accompany the substitute index. The change to the Margin may be a positive or negative value, or zero. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this Note will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$7.50. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: WEST BANK, MAIN BANK, 1601 22ND STREET, WEST DES MOINES, IA 50266.**

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged \$30.00.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 2.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter

**PROMISSORY NOTE
(Continued)**

Loan No: 95285

Page 2

continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Iowa without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Iowa.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of POLK County, State of Iowa.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

PURPOSE OF LOAN. The specific purpose of this loan is: DECREASE; PROVIDE FUNDING FOR CONSTRUCTION OF WEST DES MOINES REC PLEX AND SPECIFICALLY, FUND TIMING DIFFERENCE OF CONSTRUCTION PAYABLES TO THE RECEIPT OF VARIOUS PLEDGES.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTICE OF FINAL AGREEMENT. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THE LOAN AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THE LOAN AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

BORROWER:

CITY OF WEST DES MOINES

By: _____
**TIMOTHY R. STILES, FINANCE DIRECTOR of CITY
OF WEST DES MOINES**

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

ITEM: Resolution – Approving Senior Bond Issuance Certificate for \$94,250,000 Des Moines Metropolitan Wastewater Reclamation Authority (WRA) Senior Bonds

DATE: April 17, 2023

FINANCIAL IMPACT: No direct impact to the City

BACKGROUND: The City of West Des Moines is a member of the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) and carries certain responsibilities within that underlying membership agreement.

At this time the WRA has identified capital projects anticipated to be funded in 2023, 2024, and 2025. To finance these projects, it requires that participating communities approve the attached Senior Bond Issuance Certificate, which will be issued in conjunction with anticipated additional senior bonds of the WRA in the amount of \$94,250,000.

There is no change to the previously planned WRA projects; they were included in the WRA’s Capital Improvement Budgets, but this action assists the WRA in moving its debt from “future” to “pending” as it relates to the next phase of projects. The requirement for the WDM Council to approve a resolution authorizing staff to sign the certificate was new for the first time in 2022, and Council approved a similar resolution on August 15, 2022.

Staff has determined that the City has adequate cash reserves in the Sewer Fund to comply with the requirements of the Certificate.

RECOMMENDATION: Council approves the attached Senior Bond Issuance Certificate of WRA Participating Community for the anticipated additional senior bonds of the WRA and authorizes the Finance Director to execute and return the Certificate to the WRA.

Lead Staff Member: Tim Stiles, Finance Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	AS

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Dates Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

A RESOLUTION APPROVING SENIOR BOND ISSUANCE CERTIFICATE OF DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY PARTICIPATING COMMUNITY

WHEREAS, the City of West Des Moines is a member of the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) and is in compliance with the provisions of the WRA Agreement; and

WHEREAS, the WRA has identified projects that are anticipated to be issued in calendar years 2023, 2024 and 2025; and

WHEREAS, the WRA requires the assistance of participating communities to approve the attached Senior Bond Issuance Certificate for the anticipated additional senior bonds of the WRA in the amount of \$94,250,000; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Des Moines, Iowa, that it hereby approves the attached Senior Bond Issuance Certificate of WRA Participating Community for the anticipated additional senior bonds of the WRA in the amount of \$94,250,000 and authorizes the Finance Director to execute and return the Certificate to the WRA.

PASSED AND APPROVED this 17th day of April, 2023

Russ Trimble, Mayor

Attest:

Ryan Jacobson, City Clerk

**SENIOR BOND ISSUANCE CERTIFICATE
OF WRA PARTICIPATING COMMUNITY**

Name of Participating Community: City of West Des Moines, Iowa

Anticipated Amount of Additional Senior Bonds: \$ 94,250,000

Estimated Date of Issuance: \$70,100,000 after May 1st in calendar 2023;
Remaining amounts will be issued after January 1, 2024

This Senior Bond Issuance Certificate is being executed by the undersigned financial officer of the Participating Community indicated above (the "Participating Community") pursuant to Section 8.3 of Resolution No. 04-070 approved on October 28, 2004 (the "Master Resolution") by the Board of the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA"), and supplementing Section 2 of Article XIII of the Second Amended and Restated Agreement for the WRA, filed with the Secretary of State on June 11, 2014 (the WRA Agreement). All capitalized terms used in this Certificate which are not otherwise defined herein shall have the meanings given to them in the Master Resolution.

Attached hereto are the following:

- WRA Certificate Memo & Instructions,
- City of West Des Moines WRA Debt Service Allocation, 2023 Certificates: PFM's proposed allocation of Debt Service to the Participating Community for the Additional Senior Bonds (subject to change based on actual timing of issuance by WRA), receipt of which is acknowledged by execution of this Certificate.
- WRA Cash Contribution Process

The Participating Community hereby consents to and certifies, in connection with the anticipated issuance of the above-referenced Senior Bonds, that it is currently in compliance with the provisions of the WRA Agreement requiring the establishment of rates and charges or appropriation of other funds sufficient in amount as will produce at least 110% of the amount necessary to pay the Participating Community's share of the principal and interest coming due on all Outstanding Bonds and all outstanding Local Obligations during the fiscal year 2024, and acknowledges it has factored its estimated allocations from future WRA issuances of Additional Senior Bonds into rate and coverage planning to ensure maintenance of said coverage in future fiscal years.

Attach to this Certificate for return the following:

1. A copy of the resolution passed by your governing body approving the Senior Bond Issuance Certificate of WRA Participating Community,
2. Schedule of principal and interest requirements of all outstanding Local Obligations of the Participating Community,
3. Details of other funds appropriated to meet the coverage requirements.

Approved by the Governing Body of the Participating Community on the ___ day of _____, 2023.

Dated this ___ day of _____ 2023.

By: _____

Print Name: _____

Title: _____



Participating Community Impact

The table below outlines the City of West Des Moines' current allocations for the projects.

<u>Project</u>	<u>WRA Amount</u>	<u>West Des Moines Flow %</u>	<u>West Des Moines Allocation</u>	<u>Est. Annual Debt Service</u>	<u>BQ Impact</u>
WRF Phosphorus Recovery	\$42,100,000	12.317%	\$5,185,457	\$398,950	No
WRA Sewer Lining – Loan #3	10,000,000	12.317%	1,231,700	82,730	Yes
WRA Southern Tier Improvements	8,000,000	12.317%	985,360	66,100	Yes
Bid Contingency	10,000,000	12.317%	1,231,700	90,300	TBD
Ingersoll Run CSO	10,000,000	12.317%	1,231,700	70,745	Yes
Effluent Pumping – Loan #1	13,150,000	12.317%	1,619,683	0	Yes
Planning & Design – Building 05	500,000	12.317%	61,585	0	No
Planning & Design – Disinfection	500,000	12.317%	61,585	0	No
Total	\$94,250,000		\$11,608,773	\$708,825	

WRA reallocates all costs annually according to the terms in the 28E based on the change to the three-year average flows. Flow year is October 1st to September 30th. Community allocations are subject to change based on the terms of the Agreement.

Supporting Documents

1. Senior Bond Issuance Certificate of WRA Participating Community.
2. City of West Des Moines WRA Debt Service Allocations – 2023 Certificates. This document includes the City of West Des Moines' debt service allocation of all existing, previously certified but not yet issued, and proposed WRA loans.
3. WRA Cash Contribution Process. This document provides the steps a community can take to pay cash in lieu of the WRA issuing debt on their behalf. The Senior Bond Certificates still need to be complete by each Participating Community regardless of a Participating Community's election to fund their portion of a project with cash.

Next Steps

1. Confirm rates and charges or appropriated funds are sufficient to produce at least 110% of the amount necessary to pay principal and interest on all Outstanding Bonds and all outstanding Local Obligations during fiscal year 2024. Confirm other bond covenants are compliant with respect to Local Obligations.
2. Approve by resolution of your governing body the Senior Bond Issuance Certificate of WRA Participating Community.
3. Return supporting documentation to WRA staff.

Please return electronic copies of documents to Roxane Vaughan by April 30, 2023.

Questions can be directed to Roxane Vaughan and/or Matthew Stoffel

Roxane Vaughan 515-323-8008 rjvaughan@dmgov.org
 Matthew Stoffel 515-724-5737 stoffelm@pfm.com

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Direct Advertisement for Sale, Approve Electronic Bidding Procedures, and Approve Official Statement – Issuance of \$13,170,000 General Obligation Bonds (Series 2023A), \$17,200,000 Taxable General Obligation Urban Renewal Bonds (Series 2023B), \$20,330,000 General Obligation Urban Renewal Bonds (Series 2023C), and \$4,855,000 Taxable General Obligation Urban Renewal Bonds (Series 2023D) **DATE:** April 17, 2023

FINANCIAL IMPACT: Ultimate debt service amounts (principal and interest) are undetermined, pending interest rate bids received on Monday, May 1, 2023. Estimated sale details are as follows:

- **Non-Taxable Series 2023A** – The yield rate is projected to be 5.00% with an estimated all-in interest rate of 5.30%. Final maturity is scheduled for June 1, 2032 (9-year bonds). The City's repayments begin on December 1, 2023, and will continue semiannually thereafter. Notes due after June 1, 2031, will be subject to call for redemption prior to maturity on said date or any day thereafter. Costs of issuance are estimated at \$61,000.00.
- **Taxable Series 2023B** – The yield rate is projected to be 5.00% with an estimated all-in interest rate of 5.65%. Final maturity is scheduled for June 1, 2043 (20-year bonds). The City's repayments begin on December 1, 2023, and will continue semiannually thereafter. Notes due after June 1, 2031, will be subject to call for redemption prior to maturity on said date or any day thereafter. Costs of issuance are estimated at \$69,800.00.
- **Non-Taxable Series 2023C** – The yield rate is projected to be 5.00% with an estimated all-in interest rate of 5.24%. Final maturity is scheduled for June 1, 2037 (14-year bonds). The City's repayments begin on December 1, 2023, and will continue semiannually thereafter. Notes due after June 1, 2031, will be subject to call for redemption prior to maturity on said date or any day thereafter. Costs of issuance are estimated at \$84,800.00.
- **Taxable Series 2023D** – The yield rate is projected to be 5.50% with an estimated all-in interest rate of 5.96%. Final maturity is scheduled for June 1, 2031 (8-year bonds). The City's repayments begin on December 1, 2023, and will continue semiannually thereafter. There is no call for redemption. Costs of issuance are estimated at \$43,500.00.

BACKGROUND: This action, described in detail in the accompanying resolution, allows the sale of each of the bond series described above. These bonds will partially defray the costs of constructing several CIP projects which are described further within the Council Resolution associated with this item. Staff has factored the cost of the proposed issuances compared to the total amount of funds available through the debt service levy to maintain positive cash flow throughout the life of the note/bond issuance.

The resolution also approves a Preliminary Official Statement and authorizes its distribution. The Council is encouraged to review the Preliminary Official Statement as its preparation is subject to Federal Securities Law regulation. As such, the City must be certain that facts and representations are true and correct in all material respects, up to and including the date of the delivery of the notes/bonds. A copy of the Preliminary Official Statement has previously been sent electronically to the Councilmembers and is available for review by any interested parties upon request directed to either the City Clerk or Finance Director.

Iowa Code Section 384.28 specifically permits the City to sell notes/bonds for different projects together for market efficiency, once legal authority has been established through the required hearings, notices, and approvals. Hearings and approvals for each note/bond issuance were conducted by Council at various times as follows:


- **Series A** – On April 3, 2023, multiple public hearings were conducted to consider instituting proceedings towards the future issuance of “not to exceed” \$13.9 million General Obligation Bonds or Capital Loan Notes for the purpose of funding several projects contemplated in the FY 2024 Capital Improvement Program. Following the hearing, Council authorized the future issuance of these bonds.
- **Series B** -- On February 21, 2022, a public hearing was conducted to consider instituting proceedings towards the future issuance of “not to exceed” \$17.2 million General Obligation Urban Renewal Bonds or Capital Loan Notes for the purpose of funding construction of the city’s conduit network. Following the hearing, Council authorized the future issuance of these bonds.
- **Series C** – On April 28, 2021, a public hearing was conducted to consider instituting proceedings towards the future issuance of “not to exceed” \$91.9 million General Obligation Urban Renewal Bonds or Capital Loan Notes for the purpose of funding construction of public infrastructure projects associated with the Microsoft Ginger West data center development agreement.
- **Series D** – On March 7, 2022, a public hearing was conducted to consider instituting proceedings towards the future issuance of “not to exceed” \$16.5 million General Obligation Bonds or Capital Loan Notes for the purpose of funding an economic incentive payment associated with the Microsoft Ginger East data center development agreement.

Bids will be received Monday, May 1, 2023. Bids on the 2023A and 2023B bonds will be received at 9:30am and bids on the 2023C and 2023D bonds will be received at 10:30am. Either a member of staff or a representative of the City’s Financial Advisory Firm, Public Financial Management (PFM), will report on the results to Council at its meeting scheduled for that same evening.

RECOMMENDATION: Adopt the Resolution directing the advertisement for sale, approving electronic bidding procedures, and approving the Preliminary Official Statement related to the issuance of 2023 Series A, Series B, Series C, and Series D Bonds.

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	Finance & Administration		
Date Reviewed	March 22, 2023		
Recommendation	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Split

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$13,170,000 GENERAL OBLIGATION BONDS, SERIES 2023A, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION DIRECTING THE ADVERTISEMENT FOR
SALE OF \$13,170,000 GENERAL OBLIGATION BONDS,
SERIES 2023A, AND APPROVING ELECTRONIC BIDDING
PROCEDURES AND OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of certain projects included within the Capital Improvements Program of the City, including the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys, public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, including median renovations; the acquisition, installation, and repair of traffic control devices and street signage, and the acquisition of real estate needed for any of the foregoing purposes; acquisition, construction, improvement, and installation of street lighting fixtures, connections, and facilities; construction, reconstruction, and repair of sidewalks, pedestrian underpasses and overpasses, and the acquisition of real estate needed for such purposes; acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; rehabilitation and improvement of City parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$10,000,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping of the police station, including the office conversion project, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping of city facilities, including a garage addition at the police station, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping of city facilities, including replacement of fuel tanks and pumps in the East Public Services facility, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$600,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping of city facilities, including various improvements at fire stations; and police station parking lot expansion and related site work,

general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping of city facilities, including the library and City Hall; and parking lot repairs at various city facilities, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping of city facilities, including replacement of fuel canopy in the East Public Services facility; and security fencing and outside lighting and elevator replacement at the police station, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$500,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation bonds authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$13,170,000 General Obligation Bonds as hereinafter set forth; and

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisors LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Bonds; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Bonds, Series 2023A, of City of West Des Moines, State of Iowa, in the amount of \$13,170,000, to be issued as referred to in the preamble of this Resolution, to be dated May 31, 2023, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel, disclosure counsel, and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Des Moines Register", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 1st day of May, 2023, at 5:30 P.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 9:30 A.M. on said date. The notice shall be in substantially the following form:

(To be published on or before April 25, 2023)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of West Des Moines, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa; Telephone: 515-222-3600 (the "Issuer") before 9:30 A.M. (for Series 2023A and 2023B) and 10:30 A.M. (for Series 2023C and Series 2023D), on the 1st day of May, 2023. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2023A, in the amount of \$13,170,000*, to be dated May 31, 2023

TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023B, in the amount of \$17,200,000*, to be dated May 31, 2023

GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023C, in the amount of \$20,330,000*, to be dated May 31, 2023

TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023D, in the amount of \$4,855,000*, to be dated May 31, 2023

(collectively the "Bonds")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 4200 Mills Civic Parkway, P.O. Box 65320, West Des Moines, Iowa 50265.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 4200 Mills Civic Parkway, P.O. Box 65320, West Des Moines, Iowa 50265 or the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309. The bids must be submitted through the PARITY® competitive bidding system.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa at a meeting of the City Council on the above date at 5:30 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa; Telephone: 515-222-3600 or the Issuer's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, 50309, Telephone: 515-243-2600.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of West Des Moines, State of Iowa.

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

(End of Notice)

PASSED AND APPROVED this 17th day of April, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$17,200,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023B, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION DIRECTING THE ADVERTISEMENT FOR
SALE OF \$17,200,000 TAXABLE GENERAL OBLIGATION
URBAN RENEWAL BONDS, SERIES 2023B, AND
APPROVING ELECTRONIC BIDDING PROCEDURES AND
OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code chapter 403 and the Urban Renewal Plan for the Economic Development Digital Enterprise Urban Renewal Area, as amended, including construction of a city-wide conduit network, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue Taxable General Obligation Urban Renewal Bonds, for such purpose(s) to the amount of not to exceed \$17,200,000 as authorized by Chapters 384 and 403 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Chapters 384 and 403 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Bonds for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisors LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Bonds; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic and internet bidding to

maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That Taxable General Obligation Urban Renewal Bonds, Series 2023B, of City of West Des Moines, State of Iowa, in the amount of \$17,200,000, to be issued as referred to in the preamble of this Resolution, to be dated May 31, 2023, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel, disclosure counsel, and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Des Moines Register", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 1st day of May, 2023, at 5:30 P.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 9:30 A.M. on said date. The notice shall be in substantially the following form:

(To be published on or before April 25, 2023)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of West Des Moines, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa; Telephone: 515-222-3600 (the "Issuer") before 9:30 A.M. (for Series 2023A and 2023B) and 10:30 A.M. (for Series 2023C and Series 2023D), on the 1st day of May, 2023. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2023A, in the amount of \$13,170,000*, to be dated May 31, 2023

TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023B, in the amount of \$17,200,000*, to be dated May 31, 2023

GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023C, in the amount of \$20,330,000*, to be dated May 31, 2023

TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023D, in the amount of \$4,855,000*, to be dated May 31, 2023

(collectively the "Bonds")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 4200 Mills Civic Parkway, P.O. Box 65320, West Des Moines, Iowa 50265.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 4200 Mills Civic Parkway, P.O. Box 65320, West Des Moines, Iowa 50265 or the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309. The bids must be submitted through the PARITY® competitive bidding system.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa at a meeting of the City Council on the above date at 5:30 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa; Telephone: 515-222-3600 or the Issuer's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, 50309, Telephone: 515-243-2600.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of West Des Moines, State of Iowa.

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

(End of Notice)

PASSED AND APPROVED this 17th day of April, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$20,330,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023C, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$20,330,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023C, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code Chapter 403 and the Urban Renewal Plan for the Grand Prairie Parkway Urban Renewal Area, including street and roadway improvements, bridges and bridge improvements, railroad crossings, sidewalks, trails, pedestrian overpass and underpasses, traffic signals, street lights, with related site improvements, and water, sewer, stormwater extensions and improvements for projects related to Grand Avenue, South Grand Prairie Parkway, and the Johnson Creek Conveyance Improvement project, urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue General Obligation Urban Renewal Bonds, for such purpose(s) to the amount of not to exceed \$21,350,000 as authorized by Chapters 384 and 403 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Chapters 384 and 403 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Bonds for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisors LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Bonds; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Urban Renewal Bonds, Series 2023C, of City of West Des Moines, State of Iowa, in the amount of \$20,330,000, to be issued as referred to in the preamble of this Resolution, to be dated May 31, 2023, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel, disclosure counsel, and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Des Moines Register", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 1st day of May, 2023, at 5:30 P.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 10:30 A.M. on said date. The notice shall be in substantially the following form:

(To be published on or before April 25, 2023)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of West Des Moines, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa; Telephone: 515-222-3600 (the "Issuer") before 9:30 A.M. (for Series 2023A and 2023B) and 10:30 A.M. (for Series 2023C and Series 2023D), on the 1st day of May, 2023. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2023A, in the amount of \$13,170,000*, to be dated May 31, 2023

TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023B, in the amount of \$17,200,000*, to be dated May 31, 2023

GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023C, in the amount of \$20,330,000*, to be dated May 31, 2023

TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023D, in the amount of \$4,855,000*, to be dated May 31, 2023

(collectively the "Bonds")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 4200 Mills Civic Parkway, P.O. Box 65320, West Des Moines, Iowa 50265.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 4200 Mills Civic Parkway, P.O. Box 65320, West Des Moines, Iowa 50265 or the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309. The bids must be submitted through the PARITY® competitive bidding system.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa at a meeting of the City Council on the above date at 5:30 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa; Telephone: 515-222-3600 or the Issuer's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, 50309, Telephone: 515-243-2600.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of West Des Moines, State of Iowa.

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

(End of Notice)

PASSED AND APPROVED this 17th day of April, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$4,855,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023D, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$4,855,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023D, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Iowa Code Chapter 403 and the Urban Renewal Plan for the Grand Prairie Parkway Urban Renewal Area, including street and roadway improvements, bridges and bridge improvements, railroad crossings, sidewalks, trails, pedestrian overpass and underpasses, traffic signals, street lights, and real estate for any of the foregoing purposes, with related site improvements, and water, sewer, stormwater extensions and improvements for projects related to Booneville Road, Grand Avenue, South Grand Prairie Parkway, South 115th Street, the Iowa Interstate Railroad Crossing, the Sugar Creek Sewer, the Johnson Creek Sewer, and the Johnson Creek Conveyance Improvement project; and funding incentives under a Development Agreement with Microsoft Corporation for the Ginger West Project, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue Taxable General Obligation Urban Renewal Bonds, for such purpose(s) to the amount of not to exceed \$5,100,000 as authorized by Chapters 384 and 403 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Chapters 384 and 403 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Bonds for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisors LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Bonds; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That Taxable General Obligation Urban Renewal Bonds, Series 2023D, of City of West Des Moines, State of Iowa, in the amount of \$4,855,000, to be issued as referred to in the preamble of this Resolution, to be dated May 31, 2023, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel, disclosure counsel, and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Des Moines Register", a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 1st day of May, 2023, at 5:30 P.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 10:30 A.M. on said date. The notice shall be in substantially the following form:

(To be published on or before April 25, 2023)

NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of West Des Moines, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa; Telephone: 515-222-3600 (the "Issuer") before 9:30 A.M. (for Series 2023A and 2023B) and 10:30 A.M. (for Series 2023C and Series 2023D), on the 1st day of May, 2023. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Bonds: The Bonds to be offered are the following:

GENERAL OBLIGATION BONDS, SERIES 2023A, in the amount of \$13,170,000*, to be dated May 31, 2023

TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023B, in the amount of \$17,200,000*, to be dated May 31, 2023

GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023C, in the amount of \$20,330,000*, to be dated May 31, 2023

TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2023D, in the amount of \$4,855,000*, to be dated May 31, 2023

(collectively the "Bonds")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 4200 Mills Civic Parkway, P.O. Box 65320, West Des Moines, Iowa 50265.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 4200 Mills Civic Parkway, P.O. Box 65320, West Des Moines, Iowa 50265 or the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309. The bids must be submitted through the PARITY® competitive bidding system.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa at a meeting of the City Council on the above date at 5:30 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa; Telephone: 515-222-3600 or the Issuer's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, 50309, Telephone: 515-243-2600.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of West Des Moines, State of Iowa.

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

(End of Notice)

PASSED AND APPROVED this 17th day of April, 2023.

Mayor

ATTEST:

City Clerk

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Substituted and Restated 28E Agreement
Polk County Emergency Management Administration funding

DATE: April 17, 2023

FINANCIAL IMPACT: \$22,791.00 per year. This item is currently budgeted in the 2023-24 budget (municipal emergency management funds)

BACKGROUND: The funding of the Polk County Emergency Management Commission is acquired from each participating City on an annual cost of \$.50 per person based on population estimates provided by the Des Moines Area Metropolitan Planning Organization (MPO). The City of West Des Moines pays for these services based on our Polk County population estimate even though these services are made available everywhere within our city borders. This 28E agreement is for 3 years and is identical to the current agreement that the city has in place.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Adopt Resolution approving the 28E Agreement concerning the funding of Polk County Emergency Management

Lead Staff Member: Craig A. Leu, Fire and EMS Chief

STAFF REVIEWS

Department Director	Craig Leu, Fire and EMS Chief
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Jessica Grove, Assistant City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety
Date Reviewed	April 7, 2023
Recommendation	Yes

**RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE POLK COUNTY
EMERGENCY MANAGEMENT COMMISSION AND THE CITY OF WEST DES
MOINES FOR THE FUNDING OF EMERGENCY MANAGEMENT
ADMINISTRATION**

Whereas, pursuant to Iowa Code §29C.9 there is established in each county an emergency management commission to provide direction for delivery of the emergency management services of planning, administration, coordination, training and support for local governments and their departments; and

Whereas, pursuant to Iowa Code §29C.9 the Polk County Emergency Management Commission (“Commission”) does exist and operate, being composed of duly-appointed representatives of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, the City of Polk City, the City of Runnells, the City of Urbandale, the City of West Des Moines, the City of Windsor Heights, the County of Polk; and

Whereas, pursuant to Iowa Code §29C.17 the budget of the Commission may be funded all or in part by a per capita allocation funded from city and county general funds; and

Whereas, it is the intent and desire of the Polk County Emergency Management Commission and its Members to fund administration of the Commission through an annual per capita allocation funded from city and county general funds.

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

1. This 28E Agreement between the members of the Polk County Emergency Management Commission is hereby approved.
2. The Mayor and City Clerk are authorized to sign the signature page to be attached to the 28E Agreement on behalf of the City of West Des Moines.

PASSED AND APPROVED this 17th day of April, 2023.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

**28E AGREEMENT
MEMBERS OF THE POLK COUNTY EMERGENCY
MANAGEMENT COMMISSION
FOR FUNDING OF EMERGENCY MANAGEMENT ADMINISTRATION**

This Agreement by and among Members of the Polk County Emergency Management Commission for Funding of Emergency Management Administration (“Agreement”) is entered into on the date last executed by the parties.

Whereas, pursuant to Iowa Code §29C.9 there is established in each county an emergency management commission to provide direction for delivery of the emergency management services of planning, administration, coordination, training and support for local governments and their departments; and

Whereas, pursuant to Iowa Code §29C.9 the Polk County Emergency Management Commission (“Commission”) does exist and operate, being composed of duly-appointed representatives of the following governmental entities: the City of Alleman, the City of Altoona, the City of Ankeny, the City of Bondurant, the City of Clive, the City of Des Moines, the City of Elkhart, the City of Grimes, the City of Johnston, the City of Mitchellville, the City of Pleasant Hill, the City of Polk City, the City of Runnells, the City of Urbandale, the City of West Des Moines, the City of Windsor Heights, the County of Polk; and

Whereas, pursuant to Iowa Code §29C.17 the budget of the Commission may be funded all or in part by a per capita allocation funded from city and county general funds; and

Whereas, it is the intent and desire of the Commission and its Members to fund administration of the Commission through an annual per capita allocation funded from city and county general funds.

It is hereby agreed by and among the members of the Commission as follows:

1. **28E Agreement.** This agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa.
2. **No Entity.** No separate, legal or administrative entity is created by this Agreement. No real property will be acquired in the performance of this Agreement.
3. **Administration.** The Chairperson of the Commission, or the Chairperson’s designee, shall administer performance of this Agreement.

4. **Term.** The term of this Agreement shall be three years from the effective date, and will specifically include assessments in budget years FY2023/24, FY2024/25, and FY2025/26.
5. **Termination.** This Agreement may be terminated at a regular meeting or at a special meeting called for such purpose, by an affirmative vote of representatives from Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1, which vote must be ratified by resolution of the governing bodies of Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1.
6. **Assessment.** Each Member shall fund Commission administration on the basis of a \$0.50 per capita annual allocation, according to the most recent population estimates provided by the Des Moines Area Metropolitan Planning Organization (MPO). These populations and the corresponding annual allocations are presented on Attachment 1, which is incorporated herein. Annual assessments are due and payable in the office of the Commission by December 31 of each year during the term of the Agreement.
7. **Execution of Agreement.** Member governmental entities shall approve this Agreement by resolution or motion of their respective council or board, which shall authorize execution of the Agreement. The executed Agreement will then be filed in the offices of the Iowa Secretary of State and the Recorder of Polk County by Polk County, in accordance with Chapter 28E of the Code of Iowa. The Agreement shall become effective when recorded in the Polk County Recorder's Office and shall remain in effect unless terminated as provided herein. This is the entire Agreement among the parties and may be amended only upon an affirmative vote of representatives from Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1, which vote must be ratified by resolution of the governing bodies of Member governmental entities whose combined population is not less than two-thirds (2/3) of the total population within Polk County as presented on Attachment 1. The laws of the State of Iowa apply to this Agreement.

CITY OF WEST DES MOINES

IN WITNESS WHEREOF, the City of West Des Moines has caused this Agreement to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:

Mayor

City Clerk

Date: _____

Date: _____

ATTACHMENT 1

Polk County Emergency Management Commission Most Recent Population Estimates Provided by the Des Moines Area MPO

Jurisdiction	Estimated Population in Polk County ¹	Assessment Amount
Alleman	423	\$211.50
Altoona	19,565	\$9,782.50
Ankeny	67,887	\$33,943.50
Bondurant	7,365	\$3,682.50
Clive	11,034	\$5,517.00
Des Moines	213,921	\$106,960.50
Elkhart	882	\$441.00
Grimes	15,360	\$7,680.00
Johnston	24,064	\$12,032.00
Mitchellville	2,458	\$1,229.00
Pleasant Hill	10,147	\$5,073.50
Polk City	5,543	\$2,771.50
Polk County (unincorp)	28,002	\$14,001.00
Runnells	457	\$228.50
Urbandale	33,804	\$16,902.00
West Des Moines	45,582	\$22,791.00
Windsor Heights	5,252	\$2,626.00
Balance ²	655	\$0
Total	492,401	\$245,873.00

¹ ACS-5 Year 2018 Population Estimate (2014-2018) - U.S. Census Bureau (provided by Des Moines Area MPO)

²Balance of population within incorporated areas of Polk County (Carlisle, Granger, Norwalk and Sheldahl) but not members of the Polk County Emergency Management Commission

**CITY OF WEST DES MOINES
STAFF REPORT COMMUNICATION**

Meeting Date: April 17, 2023

ITEM: Policy Amendment for Administrative Policy 5-10: Honorary Roadway Naming and Addressing

Resolution: Adoption of Policy Amendments for Honorary Roadway Naming and Addressing

Background:

Over the years, City staff has received requests to honorarily name roadways for individuals who have made a significant contribution to the City of West Des Moines. In response to these requests, the City adopted an Honorary Roadway Naming Policy. Staff is recommending minor amendments to the policy to clearly define length requirements, signage location, and provide a public notice to property owners abutting the roadway segment.

Staff Review & Comment:

- **History:** On April 18, 2022, the City Council approved amendments to the Policy for Roadway Naming and Addressing. The amendments included the addition of an Honorary Roadway Naming Policy. In the fall of 2022, the City received two resident applications for honorary roadway naming. One of the applications requested the honorary naming of Maple Street from 1st to 14th Street. After reviewing the policy language, it revealed ambiguity in the maximum allowed roadway segment length to be honorarily named. Staff met to discuss the policy to resolve this ambiguity and to provide for more transparency. Several policy amendments were recommended to allow for more clarity.
- **Public Safety Subcommittee:** On April 7, 2023, staff presented a draft of the suggested amendments to the Honorary Roadway Policy to the Public Safety Subcommittee for review. After discussing the changes and answering several questions, the Subcommittee was supportive the amendments (See bold text identifying the amendments).
- **Amendments:** The following amendments are proposed:
 - Adds language to specify the roadway segment to be honorarily named shall generally begin at a roadway designated as a collector or higher designated street. The policy also provides that multiple segments may be combined if it is determined the impact of the individual(s) encompassed a larger area and may be up to an approximate mile in total length.
 - Clarification on the total number of signs to be placed along the roadway segment to be honorarily named.
 - Replaces the requirement for consent of 40% of the properties abutting the roadway to be honorarily named with a notice to be mailed to all abutting property owners notifying them of the opportunity to provide public comment on the application at either the Public Services Subcommittee or City Council meeting at which the application will be considered.
- **Review Process:** Since Public Services staff will be responsible for the manufacturing of and erecting of the signs, any application for an honorary roadway naming will be presented to the Public Services Subcommittee for recommendation to the City Council. At least thirty

days prior to the meeting, Public Services staff will notify property owners which about the roadway segment to be honorarily named of the meeting.

Outstanding Issues: There are no outstanding issues.

Recommendation: Approve and adopt revised Roadway Naming and Addressing Guidelines to include amendments to the Honorary Roadway Naming as presented.

Lead Staff Member: Audrey Kennis, Director of Diversity, Equity, and Inclusion

Approval Meeting Dates:

Public Safety Commission	April 7, 2023
City Council	April 17, 2023

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>AK</i>

Publications (if applicable)

Published In:	n/a
Date(s) Published	n/a
Date(s) of Mailed Notices	

Council Subcommittee Review (if applicable)

Committee	Public Safety
Date Reviewed	04/07/2023
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA
APPROVING AND AMENDING POLICY FOR THE NAMING OF ROADWAYS
AND ADDRESSING**

WHEREAS, the City of West Des Moines designates roadway names and assigns address numbers to residential dwellings, principal buildings, and businesses in order to assist emergency services agencies in the timely and efficient provision of services and aid residents and visitors in wayfinding; and

WHEREAS, for consistency, the City desires to establish guidelines for the naming of roadways and assignment of numbers for properties within the city's corporate limits.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES approves and adopts the amendments to guidelines provided in the Roadway Naming and Addressing Administrative Policy as identified in Exhibit "A" (April 2023 update).

Passed and approved by the City Council on the 17th day of April, 2023.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on April 17, 2023, by the following vote.

Exhibit "A"

**CITY OF WEST DES MOINES
ADMINISTRATIVE POLICY 5-10**

(PART OF) ROADWAY NAMING & ADDRESSING

- 3.6 **Honorary Naming**: Opportunity to honor former residents that have made demonstrable and positive contributions to the city during the honoree's lifetime.
- 3.6.1 Demonstrable and positive contributions shall be measured by:
 - 3.6.1.1 The importance of the honoree's actions at the time.
 - 3.6.1.2 The historical and/or cultural influence of the honoree's actions.
 - 3.6.1.3 The number of individuals positively affected by the honoree's actions.
 - 3.6.1.4 The duration of the consequences resulting from the honoree's actions.
 - 3.6.1.5 The honoree's notoriety within the community.
 - 3.6.1.6 Other clearly identifiable contributions compatible with the community's interests and reflective of the values of the city.
 - 3.6.2 Only individuals shall be honored. Honorary roadways shall not be utilized as a means of advertising and therefore may not reflect a business name or association.
 - 3.6.3 Unless otherwise reduced by the City Council, honoree shall have lived in the City of West Des Moines for a minimum of twenty (20) years.
 - 3.6.4 Honoree may be alive or deceased.
 - 3.6.5 Honorary roadway name under this section does not change the official roadway name or address of structures located along the roadway. (Honorary roadway naming that does change the official street name is included in section 3.7.)
 - 3.6.6 Honorary roadway name shall not conflict with the City's addressing policy.
 - 3.6.7 Honorary roadway name signs shall not have duplicate or similar sounding names either phonetically or in spelling to any other existing honorary or official roadway name within the City of West Des Moines or any community for which the City handles E911 dispatch.
 - 3.6.8 No honorary roadway shall be designated with a title or prefix unless it is deemed necessary to distinguish two or more people with the same name.
 - 3.6.9 The use of roadway suffixes identified within section 3.2.3.19 within these guidelines shall be discouraged.
 - 3.6.10 Honorary naming shall only be allowed for roadways designated as a minor collector or local roadway: honorary naming shall not be allowed for roadways designated as an arterial or major collector.
 - 3.6.11 There shall be a clear connection between the individual to be honored and the roadway or roadway segment to be honorarily named (i.e., lived on the segment).
 - 3.6.12 The roadway segment to be honorarily named shall be continuous with no gaps or breaks in the roadway due to intervening structures or facilities (i.e., park, school, undeveloped ground, etc.) and **generally shall begin at a roadway designated as a collector or higher designated street and end at the next roadway designated as a collector or higher designated street. Multiple segments may be combined if**

it is determined that the impact of the individual being honored encompassed a larger area. The total length of the roadway segment may be up to approximately one (1) mile in length.

3.6.13 Honorary roadway signs shall:

- 3.6.13.1 Be a 12"x18" rectangle: may be mounted either horizontal or vertical as determined by City so as to create most legible sign possible.
- 3.6.13.2 Consist of a brown blade with white lettering.
- 3.6.13.3 Include "Honorary Roadway" at the top or bottom of the sign in a smaller font than honoree's name.
- 3.6.13.4 Signs shall generally be placed midblock of the beginning block and ending block of the approved roadway segment and, **if the segment is longer than a half (1/2) mile, an additional pair of signs will be placed per the direction of the Subcommittee in a location along the approved roadway segment.** Signs shall be so located to be viewable to both directions of traffic.

3.6.14 Application & Approval Process:

- 3.6.14.1 A naming request shall only be considered upon submittal of a complete application to the Public Services Department.
- 3.6.14.2 An honorary roadway name application may be submitted by any individual.
- 3.6.14.3 Review of the naming request and application shall be by the following in the following order:
 - 3.6.14.3.1 First: A check by the Addressing Administrator of the city's addressing database for duplication to any official roadway name within the City of West Des Moines or any community for which the city handles E911 dispatch.
 - 3.6.14.3.2 Second: Review by all City Emergency Response Agencies for potential confusion with a historically known, commonly known or nickname of an existing roadway within the city or any community or area in which the city may assist in response.
 - 3.6.14.3.3 Third: Review of the application by the Public Services City Council Subcommittee for demonstrable and positive contributions per 3.6.1.1 – 3.6.1.6 of these guidelines and all other required application information or documents.

To allow opportunity for public comment in support or against the request, no less than thirty (30) days prior to the Subcommittee meeting date, Public Services staff shall mail notice of the Subcommittee meeting date, time and place to all property owners addressed immediately adjacent to the roadway segment subject of the honorary naming request.

~~**The Subcommittee shall notify all property owners adjacent to the roadway subject to the honorary naming request of the Public Services Subcommittee meeting date to allow opportunity for public comment in support**~~

~~or against the request.~~

If the application is deemed justified, the Subcommittee shall:

- 3.6.14.3.3.1 Determine the roadway segment to be honorarily named.
- 3.6.14.3.3.2 Determine the number and location of signs to be erected.
- 3.6.14.3.3.3 Make a recommendation to the City Council whether to accept or deny the request.
- 3.6.14.3.4 The City Council shall consider a naming request as a **New Business agenda** item at a regularly scheduled meeting. No publication or mail notice to abutting property owners of the City Council meeting date to consider the honorary roadway naming request shall be required.
 - 3.6.14.3.4.1 City Council approval shall be by simple majority of members present at the meeting.
 - 3.6.14.3.4.2 City Council approval shall be by resolution.
 - 3.6.14.3.4.3 The decision to allow an honorary roadway naming is under the full discretion of the City Council. ~~Consent of 40% of property owners abutting a roadway does not guarantee Council approval of the honorary naming.~~
 - 3.6.14.3.4.4 An honorary roadway sign may be revoked at the discretion of the City Council.
- 3.6.14.4 The City's Public Service Department shall procure and install the signs. The City shall be responsible for all costs related to the production and erection of the signs.
- 3.6.14.5 Signs shall be displayed for ten (10) years. New signs shall automatically be manufactured and erected unless a new request for honorary naming of the designated roadway segment is made; or the original applicant or family member of the honored individual requests to discontinue the naming.
 - 3.6.14.5.1 Upon removal, the sign shall be made available to the individual that submitted the Honorary Roadway Name application, or another relative to the honoree.

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

ITEM: Approval of Proclamation
National Library Week
April 23-29, 2023

DATE: April 17, 2023

FINANCIAL IMPACT: None

BACKGROUND:

Libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of Proclamation recognizing National Library Week

Lead Staff Member: Darryl Eschete, Library Director

STAFF REVIEWS

Department Director	Darryl Eschete, Library 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

National Library Week 2023 Proclamation

WHEREAS, public libraries provide the opportunity for everyone to pursue their interests and passions and engage in lifelong learning, allowing them to thrive and excel;

WHEREAS, public libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, income, social class or socio-economic status;

WHEREAS, public libraries strive to develop and maintain programs and collections that are as diverse as the people they serve and ensure service and access for all;

WHEREAS, public libraries adapt to the ever-changing needs of their communities, continually assessing and evolving their collections, services, and partnerships;

WHEREAS, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, shared community goals and common ground;

WHEREAS, libraries are cornerstones of democracy, providing a neutral venue for the free exchange of information and the respectful exploration of differing viewpoints and ideas for all;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, I, Russ Trimble, Mayor of the City of West Des Moines, Iowa, do hereby proclaim April 23-29, 2023 as

“National Library Week”

and I encourage all residents to visit their library to explore the wealth of resources available.

Signed this 17th day of April, 2023.

ATTEST:

Russ Trimble, Mayor

Ryan T. Jacobson, City Clerk

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

ITEM: Approval of Proclamation
Minority Owned Business Day
April 21, 2023

DATE: April 17, 2023

FINANCIAL IMPACT: None

BACKGROUND:

The Mayor and City Council wish to support minority owned businesses in our community and call upon the residents to recognize the contributions of, and provide support for, minority-owned businesses.


OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of Proclamation for Minority Owned Business Day

Lead Staff Member: Audrey Kennis, Director of Diversity, Equity, and Inclusion

STAFF REVIEWS

Department Director	Audrey Kennis, Director of Diversity, Equity, and Inclusion
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



*Minority Owned Business Day
Proclamation
April 21, 2023*

WHEREAS, the City of West Des Moines celebrates the resolve and ingenuity of minority-owned businesses, and the contributions they make to our local economy and community.

WHEREAS, according to the Small Business Administration, there are more than 1 million minority-owned businesses in the United States, which represents 18% of small business owners and accounts for \$1 trillion in revenue.

WHEREAS, we realize the strength of our communities robust economy is dependent on the diverse offering of services and providers to meet the growing demands.

WHEREAS, we actively work with the West Des Moines Chamber of Commerce to promote entrepreneurship through innovation, mentorship, and expanded access to networks through the Black & Brown Business Summit.

WHEREAS, supporting these businesses fuel economic prosperity for all; creating job opportunities, closing racial wealth gaps, and building access to the American dream.

NOW, THEREFORE, I, Russ Trimble, Mayor of the City of West Des Moines, do hereby designate Friday, April 21, 2023, as

“Minority Owned Business Day”

And I call upon the residents of West Des Moines to recognize the contributions of, and provide support for, minority-owned businesses.

Signed this 17th day of April, 2023.

ATTEST:

Russ Trimble, Mayor

Ryan T. Jacobson, City Clerk

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

4(n)3

DATE: April 17, 2023

ITEM: Proclamation – Earth Day – April 22, 2023

FINANCIAL IMPACT: None

BACKGROUND: The attached proclamation designates Saturday, April 22, 2023 as Earth Day. This proclamation is to promote awareness about outdoor recreation and environmental education in West Des Moines.

The Parks and Recreation Department will be hosting *Earth Day Family Fun* to celebrate Earth Day on Saturday, April 22 from 10am-1pm around the City/School Campus. Volunteer cleanup events at several parks have been organized to take place on or around April 22.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the proclamation designating Saturday, April 22, 2023 as Earth Day in West Des Moines.

Lead Staff Member: Marco Alvarez, Superintendent of Parks

STAFF REVIEWS

Department Director	Ryan Penning, Director of Parks and Recreation <i>RP</i>
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>AG</i>

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

PROCLAMATION

WHEREAS, on the first Earth Day in 1970, 22 million Americans celebrated clean air, land, and water;

WHEREAS, Earth Day, created by Senator Gaylord Nelson, led to the creation of the United States Environmental Protection Agency with the passing of the Clean Air, Clean Water, and Endangered Species Acts;

WHEREAS, activities on Earth Day are designed to create awareness of environmental issues and promote healthy living;

WHEREAS, environmental education is critical for our youth in an ever changing world of technology;

AND, WHEREAS, living a healthy lifestyle and connecting with nature through participation in outdoor recreation provides mental and physical well-being and fosters stewardship.

NOW, THEREFORE, I, Mayor of the City of West Des Moines, do hereby proclaim April 22, 2023 as **EARTH DAY** in the City of West Des Moines, and I, Russ Trimble, Mayor urge all citizens to celebrate Earth Day and support efforts to promote environmental education and living a healthier lifestyle through connections with nature.

Dated April 17, 2023.

Russ Trimble, Mayor

ATTEST:

Ryan Jacobson, City Clerk

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

DATE: April 17, 2023

ITEM: Proclamation – Arbor Day – Friday, April 28, 2023

FINANCIAL IMPACT: None

BACKGROUND: The attached proclamation designates Friday, April 28, 2023, as Arbor Day. This proclamation is necessary in order for the City to qualify as a Tree City USA. It also demonstrates the City’s commitment to trees and tree planting.



OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the proclamation designating Friday, April 28, 2023, as Arbor Day in West Des Moines.

Lead Staff Member:

Paul Tauke 
Urban Forestry Supervisor

STAFF REVIEWS

Department Director	Bret Hodne, Public Services Director 
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, beautify our community and provide a source of joy and renewal,

NOW, THEREFORE, I, Mayor of the City of West Des Moines, do hereby proclaim Friday, April 28, 2023, as

ARBOR DAY

in the City of West Des Moines, and I, Mayor Russ Trimble urge all citizens to celebrate Arbor Day and support efforts to protect and maintain our trees and woodlands and to plant trees to promote the well-being of this and future generations.

Dated this April 17, 2023.

Russ Trimble, Mayor

ATTEST:

Ryan Jacobson, City Clerk

No change from Previous Reading
CITY OF WEST DES MOINES
STAFF REPORT COMMUNICATION

Meeting Date: April 17, 2023

ITEM: Repeal Assigned Zoning District, South of Raccoon River and East of Interstate 35 – Amend the Zoning Map to repeal assigned zoning designations on properties which are inconsistent with the Comprehensive Plan Land Use designation – Development Services Staff – ZC-005920-2023

ORDINANCE: Approval of Second Reading, Waive Third and Adopt Ordinance

Background: Due to inconsistency between the current Zoning Map with the adopted Comprehensive Plan Undeveloped Areas Land Use Map, Development Services Staff requests approval of a repeal of assigned zoning designations within properties generally located south of the Raccoon River and East of Interstate 35. This request is for an amendment to the Zoning Map to repeal the currently assigned zoning districts for specifically highlighted parcels: these parcels will remain unzoned until a property owner or developer requests zoning. A location map of all parcels which include ground subject to this repeal is included within this staff report. Attached to the included ordinance is illustration of the actual areas within the larger property for which the zoning is being removed.

Staff Review & Comment:

- **Inconsistency:** Chapter 414.2 and 414.3 of the State of Iowa Code requires that zoning “regulations shall be made in accordance with a comprehensive plan” which includes the adopted Land Use Map. The West Des Moines Zoning Code, Title 9: *Zoning*, Chapter 4: *Zoning Districts and Map*, Section 1: *Purpose* also states that the purpose of the Zoning Districts and Map is to “guide the future growth and development of the municipality in accordance with the comprehensive plan.” The chapter goes on to require in Section 5: *Boundaries*, that the “[z]oning of a property shall be in compliance with the adopted Comprehensive Plan of the City, and any specific standards and/or regulations identified in the subareas of the plan.” Zoning is being requested to be repealed for specific properties at this time due to the inconsistency in the currently assigned zoning district designations with the adopted Comprehensive Plan Undeveloped Areas Land Use Map land use designations.
- **Future Development:** The properties will remain unzoned and indicated as white on the Zoning Map for the subject areas identified in this request until such time as a property owner or a developer would request development or redevelopment of the property. This approach allows the flexibility created as part of the Comprehensive Plan to be realized. To apply zoning now without understanding the intent of the future development would limit the flexibility for future development. Until such time as zoning is applied for a specific development on an unzoned property, the adopted Comprehensive Plan and Land Use Map provides the necessary information on desired future land use, including allowed place types and compatible zoning districts (Pg. 72 and Pgs. 74-75 respectively within the Comprehensive Plan Main document) to indicate the type of development that is appropriate for the property. As part of the development approval process, the applicant would apply for zoning compatible with the Land Use Map for the property to accommodate the specific

type and intensity of development being requested. It is not uncommon for the city to have areas indicated as Unzoned; in fact the majority of the southwest and western portions of the city currently do not have assigned zoning.

- **History**: The latest Comprehensive Plan was adopted in November of 2022 which included a new Undeveloped Areas Land Use Map which provides information on future land uses, place types, and compatible zoning districts for all areas of the map. This zoning request is a continuation of that approval to clean up the Zoning Map to ensure consistency with the Comprehensive Plan Land Use Map in accordance with State Code.
- **Development & Planning Subcommittee**: The Development and Planning Subcommittee reviewed this zoning repeal request at the February 6, 2023, meeting. The Committee raised questions regarding the status of the current zoning code update and concerns that an “Unzoned” area would not provide property owners or developers the information needed to know what land uses are appropriate. Staff explained that per State Code, the Comprehensive Plan determines the future use and zoning designations. The Comprehensive Plan and Land Use Map depicts the land uses, place types, and compatible zoning designation options that would be appropriate for each area indicated as Unzoned. The Comprehensive Plan Land Use Map, not the zoning map is the tool that determines and guides development of currently vacant properties.

Outstanding Issues: There are no outstanding issues.

Planning and Zoning Commission Action:

Date: March 27, 2023

Vote: 5-0 for approval, with Commissioners Conlin and Crowley absent

Recommendation: Approval of Zoning Repeal

City Council First Reading:

Date: April 3, 2023

Vote: 5-0 for approval

Discussion at the City Council First Reading:

At the meeting, Councilperson McKinney had several questions on the indication of “Unzoned” and the impact to property with that designation. Mr. McKinney contacted staff with additional questions after the meeting. City Manager Hadden provided the Mayor and full City Council via email on April 7th responses to Councilperson McKinney’s questions along with illustrations explaining properties affected by the repeal. Per Councilperson McKinney’s request, a statement will be added to the zoning map indicating that individuals should also review the City’s Comprehensive Plan Land Use Map and/or to consult City staff to understand development options for a specific piece of ground, especially a piece that does not have zoning assigned.

Recommendation: Approve the Zoning Repeal request.

Lead Staff Member: Karen Marren

Approval Meeting Dates:

Planning and Zoning Commission	March 27, 2023
City Council: First Reading	April 3, 2023
City Council: Second Reading, waive Third and Adopt	April 17, 2023

Staff Report Reviews:

Planning & 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>AM</i>

Publications (if applicable)

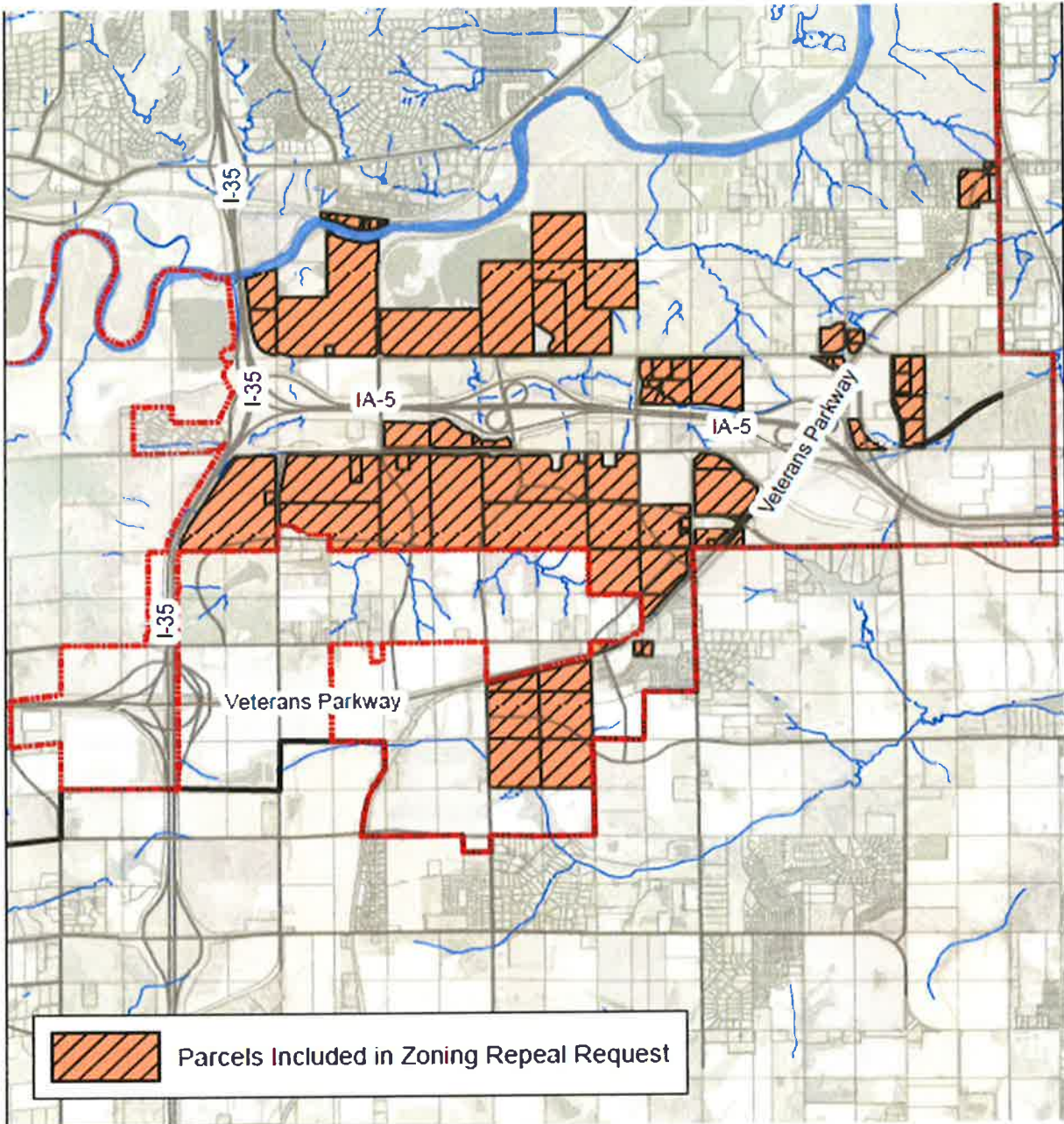
Published In:	Des Moines Register Community Section
Date(s) Published	3/17/23
Date(s) of Mailed Notices	3/15/23

Council Subcommittee Review (if applicable)

Subcommittee	Development & Planning
Date Reviewed	2/6/23 (Informational Discussion Only)
Recommendation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

Location Map

This map represents the boundaries of the larger parcel associated with the zoning repeal areas. The actual areas subject to zoning repeal within the properties highlighted below are shown on the Zoning Repeal Illustration included in the Ordinance.



A RESOLUTION OF THE PLANNING AND ZONING COMMISSION
NO. PZC-23-008

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, City of West Des Moines Development Services Staff, requests approval for a Zoning Map Amendment for property generally located south of the Raccoon River and east of Interstate 35 as depicted on the Zoning Repeal Illustration and the Parcel List for the Zoning Repeal as included in the staff report and ordinance to remove the specifically identified current zoning designation and leave the portion of said property as unzoned.

WHEREAS, the Rezoning request complies with the applicable provisions of Iowa Code Chapter 414, the Comprehensive Plan and City Code.

NOW, THEREFORE, the Planning and Zoning Commission of the City of West Des Moines recommends that City Council approve the Rezoning request, (ZC-005920-2023) 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 March 27, 2023.


Jennifer Drake, Chair
Planning and Zoning Commission

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Planning and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on March 27, 2023, by the following vote:

AYES: COSTA, DAVIS, DRAKE, HATFIELD, SHAW

NAYS:

ABSTENTIONS:

ABSENT: ~~BOWEN~~, 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

ORDINANCE #

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING TITLE 9, ZONING, CHAPTER 4, ZONING DISTRICTS AND MAPS

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

SECTION 1. Amendment. The Zoning Map of the City of West Des Moines, Iowa, is hereby amended to be consistent with the adopted Comprehensive Plan Undeveloped Areas Land Use Map by repealing the specifically identified assigned zoning designation on specific properties as shown on Exhibit A: Zoning Repeal Illustration and as referenced by Parcel Identification Number in Exhibit B. No zoning shall be designated on the City's Zoning Map for the portion of each property for which zoning was repealed.

SECTION 2. Repealer. All ordinances of parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

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

SECTION 5. Other Remedies. In addition to the provisions set out in 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 and approved by the City Council on April 17, 2023.

Russ Trimble, Mayor

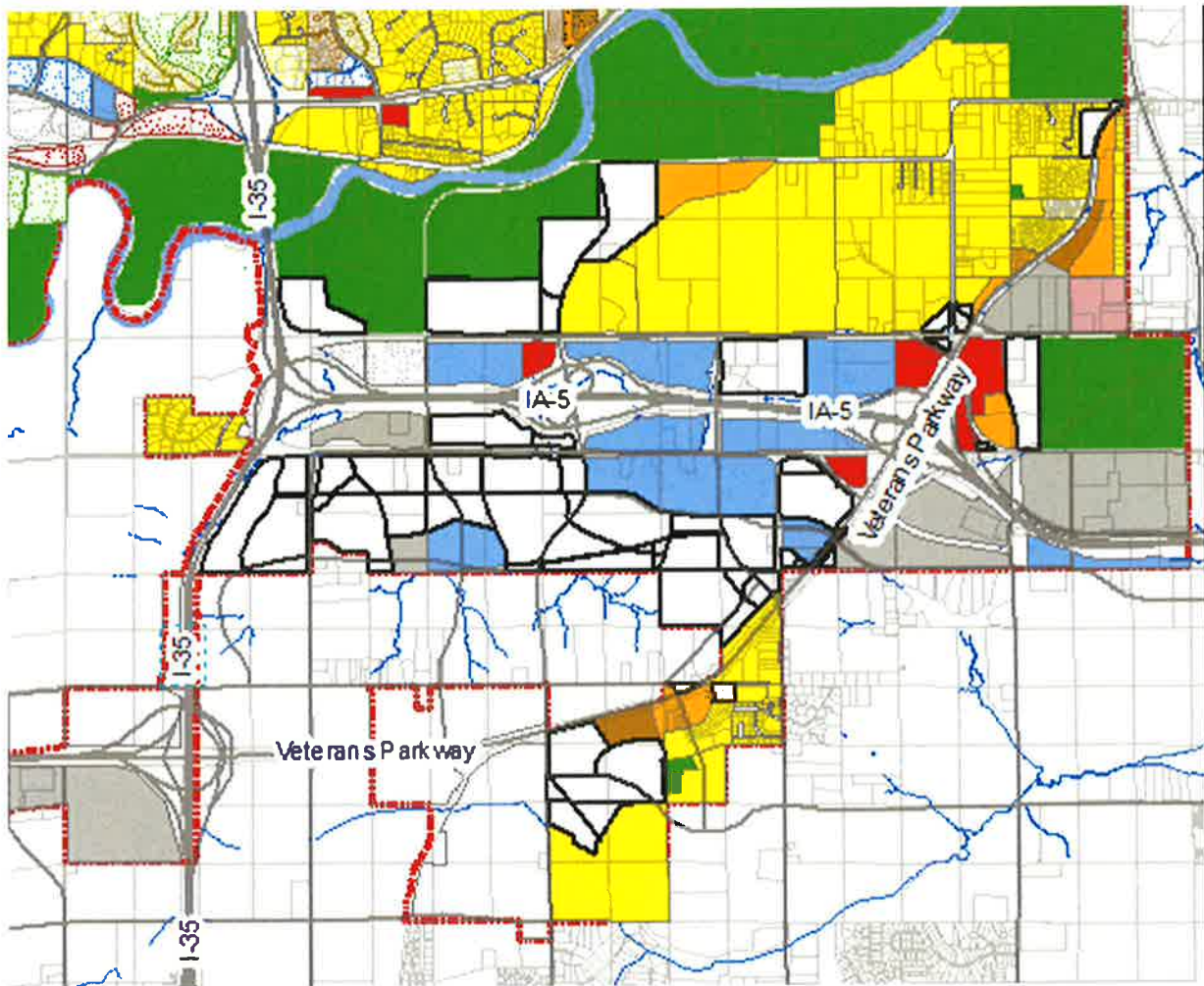
ATTEST:

Ryan Jacobson, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2023, and was published in the Des Moines Register on _____, 2023.

Ryan T. Jacobson
City Clerk

**Exhibit A:
Zoning Repeal Illustration**



Subject Areas (within corporate limits defined by red line) Included in Zoning Repeal Request – No zoning shall be designated on the City’s Zoning Map for the portion of each property for which zoning was repealed. Zoning will be assigned at the time of development/redevelopment, or when the property owner request such.

**Exhibit B:
Parcel List for Zoning Repeal**

PIN	GP_ID	County	Approx. Acres	Zoning District to be Repealed	
32000370703002	782527476003	Polk	3.31	Professional Commerce Park	PCP
32000370703006	782527477001	Polk	1.45	Professional Commerce Park	PCP
32000370710000	782527451004	Polk	9.84	Professional Commerce Park	PCP
32000371007000	782528100005	Polk	39.22	Residential Medium Density	RM
32000371101000	782528300001	Polk	77.96	Residential Medium Density	RM
32000371102000	782528300003	Polk	29.70	Residential Medium Density	RM
32000371202000	782528400001	Polk	40.42	Residential Medium Density	RM
32000371204000	782528300004	Polk	58.59	Residential Medium Density	RM
32000395013002	782529300004	Polk	139.60	Business Park	BP
32000395102000	782529400004	Polk	73.95	Residential High Density	RH
32000401006000	782530400003	Polk	16.55	Business Park	BP
32000401008000	782530400004	Polk	15.61	Business Park	BP
32000401176000	782531400002	Polk	1.95	Business Park	BP
32000401178000	782531400005	Polk	104.30	Business Park	BP
32000401178001	782531640006	Polk	0.33	Business Park	BP
32000401196000	782531640004	Polk	0.38	Business Park	BP
32000401203000	782532200011	Polk	18.69	Professional Commerce Park	PCP
32000401204000	782532200009	Polk	16.13	Professional Commerce Park	PCP
32000401206000	782532200012	Polk	1.62	Support Commercial	SC
32000401251000	782532300006	Polk	68.11	Business Park	BP
32000401252000	782532300002	Polk	4.71	Business Park	BP
32000401254000	782532630002	Polk	0.17	Business Park	BP
32000401276000	782532400004	Polk	79.16	Professional Commerce Park and Business Park	PCP and BP
32000401278000	782532400002	Polk	76.16	Professional Commerce Park and Business Park	PCP and BP
32000401279000	782532400001	Polk	3.00	Professional Commerce Park	PCP
32000401300002	782533200007	Polk	1.66	Professional Commerce Park	PCP
32000401300003	782533200011	Polk	9.15	Professional Commerce Park	PCP
32000401300005	782533200015	Polk	3.04	Professional Commerce Park	PCP
32000401300015	782533200025	Polk	10.42	Professional Commerce Park	PCP
32000401300016	782533200026	Polk	6.31	Professional Commerce Park	PCP
32000401300017	782533200027	Polk	0.65	Professional Commerce Park	PCP
32000401300018	782533200028	Polk	3.99	Professional Commerce Park	PCP

32000401328000	782533100005	Polk	3.74	Support Commercial	SC
32000401353000	782533300006	Polk	72.54	Professional Commerce Park	PCP
32000401354000	782533300004	Polk	79.57	Professional Commerce Park and Residential High Density	PCP and RH
32000401379000	782533400002	Polk	36.02	Professional Commerce Park	PCP
32000401380000	782533400003	Polk	39.98	Professional Commerce Park and Residential Medium Density	PCP and RM
32000401382000	782533400006	Polk	0.79	Professional Commerce Park	PCP
32000401383000	782533400007	Polk	0.72	Professional Commerce Park	PCP
32000402307000	782534100006	Polk	40.11	Professional Commerce Park	PCP
32000402401001	782535100011	Polk	4.48	Residential Medium Density	RM
32000402403022	782534200026	Polk	1.46	Professional Commerce Park	PCP
32000402403026	782534620013	Polk	1.90	Professional Commerce Park	PCP
32000402404011	782534200042	Polk	8.05	Community Commercial	CMC
32000402902002	782526610013	Polk	1.57	Residential Medium Density	RM
32000402902003	782526127001	Polk	0.75	Residential Medium Density	RM
32000402513002	782535100017	Polk	9.56	Residential Medium Density	RM
32000402513004	782535100022	Polk	9.89	Residential Medium Density	RM
32000402513005	782535610009	Polk	0.15	Residential Medium Density	RM
32000402515001	782535100012	Polk	5.00	Residential Medium Density	RM
32000402516004	782535100020	Polk	8.58	Residential Medium Density	RM
32000402516005	782535610006	Polk	1.13	Residential Medium Density	RM
32000402516007	782535610007	Polk	0.28	Residential Medium Density	RM
32000402519006	782535610008	Polk	0.02	Residential Medium Density	RM
32000402519007	782535100021	Polk	6.40	Residential Medium Density	RM
32000402522000	782535100008	Polk	0.30	Residential Medium Density	RM
32000370209000	782526126015	Polk	17.35	Residential Medium Density	RM
32000681504007	782534300022	Polk	40.67	Professional Commerce Park	PCP
32000681508001	782534300007	Polk	0.84	Professional Commerce Park	PCP
32000681508004	782534630011	Polk	1.16	Professional Commerce Park	PCP
32000681508005	782534630013	Polk	2.32	Professional Commerce Park	PCP
32000681508006	782534300023	Polk	6.45	Professional Commerce Park	PCP
32000681509000	782534300009	Polk	2.70	Professional Commerce Park	PCP
32000681512000	782534300012	Polk	7.81	Professional Commerce Park	PCP
32000647003000	782532300013	Polk	62.89	Business Park	BP
92870040824		Warren	2.29	Residential Medium Density	RM
92870040844		Warren	1.88	Residential Medium Density	RM
93025040212		Warren	1.62	Professional Commerce Park	PCP

93025040222		Warren	30.02	Professional Commerce Park and Residential Medium Density	PCP and RM
93025040240		Warren	37.13	Residential Medium Density	RM
93025040286		Warren	6.14	Residential Medium Density	RM
93025040627		Warren	21.17	Residential High Density	RH
93025040641		Warren	3.28	Residential High Density	RH
93025040647		Warren	10.53	Residential High Density	RH
93025040660		Warren	40.12	Residential High Density	RH
93025040680		Warren	40.11	Residential High Density	RH
93025040845		Warren	4.54	Residential Medium Density	RM
93025090420		Warren	40.20	Residential Medium Density	RM
93025090440		Warren	40.21	Residential Medium Density	RM
32000401385000	782533400008	Polk	31.89	Professional Commerce Park	PCP
32000401384000	782533400009	Polk	1.34	Professional Commerce Park	PCP
32000402403008	782534620024	Polk	2.65	Residential Medium Density	RM
32000681508008	782534630018	Polk	0.92	Professional Commerce Park	PCP
32000681508009	782534630019	Polk	0.10	Professional Commerce Park	PCP

CITY OF WEST DES MOINES STAFF REPORT COMMUNICATION

Meeting Date: April 17, 2023

ITEM: Stone Cross Lawn & Landscape, 3410 SE 22nd Street – Amend the Zoning Map to rezone the property from Professional Commerce Park (PCP) to Light Industrial (LI) Zoning District – Stone Cross Properties, LLC – ZC-005946-2023

ORDINANCE: Approval of First Reading of the Ordinance to Rezone Property

Background: Brandon Short, with Pelds Design Services, on behalf of the applicant and property owner, Stone Cross Properties, LLC, requests approval of a rezoning on approximately 14 acres located at 3410 SE 22nd Street. The applicant requests an amendment to the Zoning Map to rezone the property from Professional Commerce Park (PCP) to Light Industrial (LI) Zoning District which is consistent with the adopted Comprehensive Plan Land Use designation of Multi Use High.

Staff Review & Comment:

- Anticipated Development: The requested actions are in preparation of redevelopment of the site for Stone Cross Lawn & Landscape, a landscape contractor. The applicant intends to modify and reuse the existing building, modify the existing driveways and parking lot and install a paved outdoor storage yard.

The following types of land use development is allowed in the Multi Use Medium land use classification:

Place Types allowed in Multi Use Medium Land Use
Attached Residential
Live/Work/Play
Integrated Use
Community Center
Office
Campus
Limited Impact Industrial
Recreation
Preserved
Community Facilities

The proposed use will be consistent with the Limited Impact Industrial Place Type and is allowed assuming opaque screening of any exterior activity or storage aspects.

- History: The property was constructed in 1984 as a commercial/recreational soccer facility locally known as the Soccer House. When recreational facilities ceased the building was used for a variety of other approved and non-approved uses and at one point provided a residential dwelling unit within the building. The property has also had a series of code compliance cases over the past few years. The property was sold in 2022 to the current

property owner who is looking to redevelop the site for Stone Cross Lawn & Landscape.

- Developer Responsibilities: A major modification application as well as a Permitted Conditional Use Permit (Pc) application is currently under review by city staff for modifications to the site plan for the improvements noted above and for a Pc use for the outdoor storage yard. In conjunction with site development of the lot, the developer will be responsible for construction and/or installation of public and private infrastructure improvements necessary to support development. The following items are known improvements; additional improvements may be required in response to development proposals:
 - Storm Water: An executed maintenance easement agreement and maintenance covenant is required for sites with runoff controls.
 - Street Improvements:
 - The property owner will provide an executed agreement for the future paving of 1½ lanes of SE Maffitt Lake Rd and all appurtenances adjacent to the property at such time as improvements are warranted.
 - The property owner will need to provide an executed sidewalk agreement agreeing to install sidewalk adjacent to the public streets, SE 22nd Street and SE Maffitt Lake Road, at such time directed to do so by the City.
 - Future Traffic Signal: The property owner will be required to execute an agreement and waiver acknowledging and agreeing to the payment of their pro-rata share for a fully operational traffic signal at SE 22nd Street and SE Maffitt Lake Road at such time that traffic warrants.
 - Streetlights: The property owner will be required to execute an agreement for future installation of streetlights adjacent to all public streets, SE 22nd Street and SE Maffitt Lake Road.
- Traffic Analysis Findings: The following findings and recommendations were identified in the Traffic Analysis for the property based on the proposed site improvements under review for the Major Modification. These items will be addressed with the Major Modification review:
 - A new driveway is shown on SE Maffitt Lake Road. The planned location is adequately spaced from other intersections, but it is located near the crest of a hill. The applicant will need to verify that there is adequate stopping sight distance as drivers approach the driveway, as detailed in the American Association of State Highway and Transportation Officials Policy on Geometric Design of Highways and Streets ("Green Book"). If there is not adequate stopping sight distance, the planned driveway needs to be removed.
 - Depending on future intersection locations on SE Maffitt Lake Road, the access may ultimately need to be converted from a full access to a right-in/right-out access to minimize conflict points and maintain acceptable progression on the major arterial street. If that occurs, left-turning traffic would need to utilize the SE 22nd Street access to enter/exit the site.
 - The internal site layout must allow for the safe and orderly movement of vehicles and pedestrians, as well as emergency vehicle maneuverability. Trucks need to be able to navigate the site without backing into or out of the driveways and without parking along the adjacent streets, and internal conflicts near the driveways must not cause traffic to back out onto the adjacent streets.
 - Signing, pavement markings, and other traffic control devices on the approaches to the public streets should be in conformance with the Manual on Uniform Traffic Control Devices (MUTCD, Federal Highway Administration).

Outstanding Issues: There are no outstanding issues.

Planning and Zoning Commission Action:

Date: April 10, 2023
Vote: 7-0 for approval
Recommendation: Approval of Rezoning to Consistency Zone Property

City Council First Reading:

Date: April 17, 2023
Vote:

Recommendation: Approve the Rezoning request, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Karen Marren

Approval Meeting Dates:

Planning and Zoning Commission	April 10, 2023
City Council: First Reading	April 17, 2023
City Council: Second Reading	
City Council: Third Reading	

Staff Report Reviews:

Planning & 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>AM</i>

Publications (if applicable)

Published In:	Des Moines Register Community Section
Date(s) Published	3/31/23
Date(s) of Mailed Notices	3/28/23

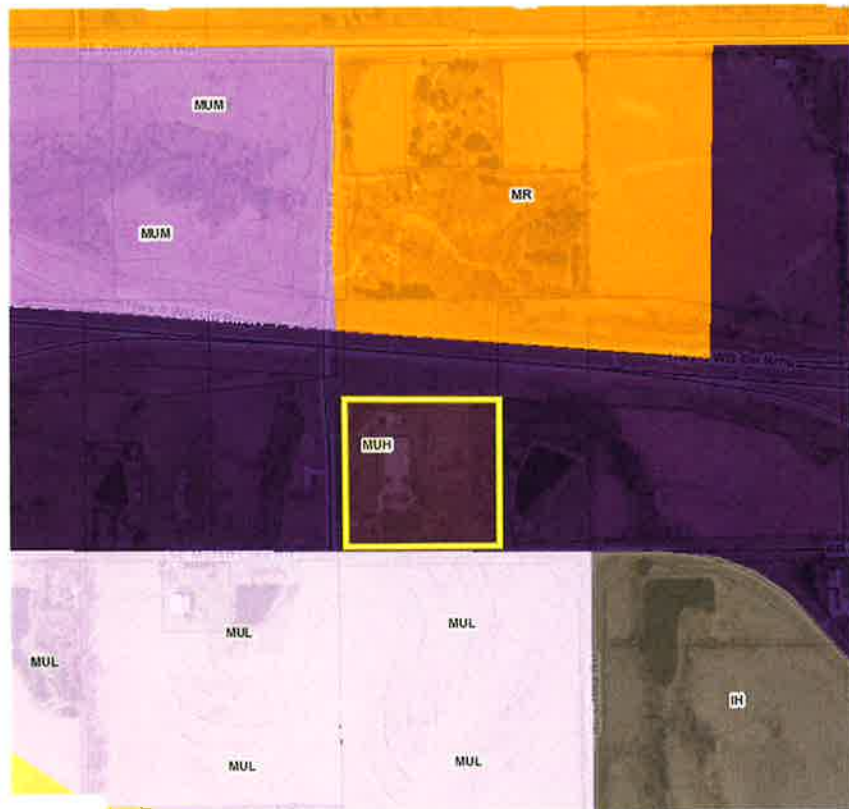
Council Subcommittee Review (if applicable)

Subcommittee	Development & Planning
Date Reviewed	4/3/23 – Upcoming Project
Recommendation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

Location Map



Existing Land Use



A RESOLUTION OF THE PLANNING AND ZONING COMMISSION
NO. PZC-23-013

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, Stone Cross Properties, LLC, request approval for a Zoning Map Amendment for property located at 3410 SE 22nd Street as depicted on the Rezoning Illustration included in the staff report to change the zoning designation as follows:

- Amend the Zoning Map to rezone approximately 14 acres from Professional Commerce Park (PCP) to Light Industrial (LI) Zoning District consistent with the Comprehensive Plan Land Use designation, and

WHEREAS, the Rezoning request complies with the applicable provisions of Iowa Code Chapter 414, the Comprehensive Plan and City Code.

NOW, THEREFORE, the Planning and Zoning Commission of the City of West Des Moines recommends that City Council approve the Rezoning request, (ZC-005946-2023) 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 April 10, 2023.



Andrew Conlin, Vice Chair
Planning and Zoning Commission

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Planning and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on April 10, 2023, by the following vote:

AYES: Conlin, Costa, Crowley, Davis, Hatfield, McCoy, Shaw

NAYS:

ABSTENTIONS:

ABSENT:

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

ORDINANCE #

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF
WEST DES MOINES, IOWA, 2019, BY AMENDING TITLE 9, ZONING, CHAPTER 4,
ZONING DISTRICTS AND MAPS**

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

SECTION 1. Amendment. The Zoning Map of the City of West Des Moines, Iowa, is hereby amended by rezoning approximately 14 acres from Professional Commerce Park (PCP) to Light Industrial (LI) Zoning District consistent with the Comprehensive Plan Undeveloped Areas Land Use Map on that property legally described as follows and shown on the attached Zoning Map Illustration:

Legal Description

THE SOUTH 15 ACRES OF THE WEST 25 ACRES OF THE SOUTHEAST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH
P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES,
POLK COUNTY, IOWA, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS

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

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

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

SECTION 5. Other Remedies. In addition to the provisions set out in 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 and approved by the City Council on May 1, 2023.

Russ Trimble, Mayor

ATTEST:

Ryan Jacobson, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2023, and was published in the Des Moines Register on _____, 2023.

Ryan T. Jacobson
City Clerk

Rezoning Illustration



CITY OF WEST DES MOINES STAFF REPORT COMMUNICATION

Meeting Date: April 17, 2023

ITEM: High Point, generally north and south of future Stagecoach Drive extension between S. 81st Street and the future extension of S. 85th Street – Amend Comprehensive Plan Developed Areas Land Use Map and Amend the Zoning Map to establish land use and zoning appropriate for Single Family Residential, Medium Density Residential and High-Density Residential development – High Point Group, LLC – CPAZC-005910-2023

RESOLUTION: Approval of Comprehensive Plan Developed Areas Land Use Map Amendment

ORDINANCE: Approval of First Reading of the Ordinance to Consistency Zone Property

Background: Jared Murray with Civil Design Advantage on behalf of the applicant and property owner, High Point Group, LLC, requests approval of a Comprehensive Plan Developed Areas Land Use Map Amendment and Rezoning Request on that ground generally located north and south of future Stagecoach Drive extension between S. 81st Street and the future extension of S. 85th Street. The current Comprehensive Plan Developed Areas Land Use Map retained what was assigned with the 2010 Comprehensive Plan Land Use. The property currently has been assigned approximately 5.4 acres of Low Density Residential (LD), 23.4 acres of Single Family Residential (SF), 22.5 acres of Medium Density Residential (MD) and 26.4 acres of High Density Residential (HD). The applicant proposes to delete the Low Density Residential and reconfigure the location of the remaining land uses accordingly to anticipated roadways. Specifically, the following Land Use and Zoning changes are proposed with this request:

- Amend the Comprehensive Plan Developed Areas Land Use Map for the approximately 37.4 acres of Parcel A on the Rezoning/Comprehensive Plan sketch to change from Medium Density Residential (MD), Single Family (SF), and Low Density (LD) to Detached Residential (DR) land use; and
- Amend the Comprehensive Plan Developed Areas Land Use Map for the approximately 18.5 acres of Parcel B on the Rezoning/Comprehensive Plan sketch to change from High Density Residential (HD), Medium Density Residential (MD), and Single Family (SF) to Mixed Residential (MR) land use; and
- Amend the Comprehensive Plan Developed Areas Land Use Map for the approximately 24.3 acres of Parcel C on the Rezoning/Comprehensive Plan sketch to change from High Density Residential (HD) to Mixed Residential (MR) land use; and
- Amend the Zoning Map to designate Single Family Residential (R-1) Zoning District on approximately 37.1 acres consistent with the proposed Comprehensive Plan Land Use designation for Parcel A on the Rezoning/Comprehensive Plan sketch, and
- Amend the Zoning Map to designate Residential Medium Density (RM-12) Zoning District on approximately 17.7 acres consistent with the proposed Comprehensive Plan Land Use designation for Parcel B on the Rezoning/Comprehensive Plan sketch.
- Amend the Zoning Map to designate Residential High Density (RH-14) Zoning District on approximately 21.3 acres consistent with the proposed Comprehensive Plan Land Use designation for Parcel C on the Rezoning/Comprehensive Plan sketch.

The acreage discrepancy between the proposed Comprehensive Plan Land Use Amendment and Zoning Change is due to the manner in which the districts are mapped and assigned. The land use designation extends to the centerline of adjacent roads, while the zoning designation is confined to the property lines. In this case, resulting in a 4.1-acre discrepancy between the comprehensive plan amendment and the zoning acreages.

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. 88th Street, S. 81st Street, S. 85th Street, and anticipated relocation of Booneville Road, along with typical local streets within developments. Staff continues to work with the developers in this larger area to facilitate roadway construction.

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 DMU immediately to the south may result in sanitary sewer capacity issues. It has been suggested that some of the sanitary sewer pipe 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.

- **Anticipated Development:** As noted in the Subcommittee bullet below, it is desired within the “superblock” area to have a range of housing options. The 80-acre High Point property currently has a combination of single-family, medium density and high-density residential land use designations (eliminating currently assigned low-density land use). The applicant is not wanting to increase the number of dwellings that would be allowed under these land uses, but rather is proposing a development concept that includes a mix of detached single-family, detached townhomes, and attached townhomes or small apartment buildings.

The following types of land use development is allowed in the Detached and Mixed Residential land use classifications:

Place Types allowed in Detached Residential Land Use Parcel A	Place Types allowed in Mixed Residential Land Use Parcels B & C
Rural Residential	Estate
Estate	Intermediate Residential
Conservation Neighborhood	Attached Residential
Traditional Neighborhood	Conservation Neighborhood
Small Lot	Traditional Neighborhood
Recreation	Small Lot
Preserved	Recreation
Community Facilities	Preserved
	Community Facilities

Preliminary concepts provided to staff would suggest the anticipated development of the Traditional Neighborhood Place Type in Parcel A, Intermediate Residential Place Type in Parcel B (detached townhomes), and either Intermediate Residential or Attached Residential

in Parcel C. Based on these place types, a zoning designation of Single Family Residential (R-1) is being assigned to Parcel A, Residential Medium Density (RM-12) to Parcel B and Residential High Density (RH-14) to Parcel C.

- Received Comment: Staff received the included letter from the developer of the Residential Estate development, Forest Pointe, located on the east side of S. 81st Street. That development is approximately 28 large lots with anticipated half to million plus dollar homes. That developer's letter is referring to the preliminary layout concept for this High Point development which at this time indicates detached townhomes in Parcel B and typical single family lots in Parcel A, some of which front to (have driveways to) S. 81st Street. The Forest Pointe developer suggested a preferred layout plan that is more interior oriented within each parcel with significant vegetative buffering along S. 81st Street. Code will require a minimum 30' wide buffer in Parcel B along S. 81st Street, but no buffer would be required along S. 81st Street for Parcel A unless the lots adjacent to the roadway have their rear lot line along the road (double frontage lots). The action before the Commission and Council is to reorient already assigned land use and consistency zone the various parcels.
- Traffic Analysis Findings: A traffic analysis for the proposed land use change was completed in March 2023. A summary of the key findings is below:
 1. The proposed land use is estimated to generate less traffic than the previously assumed land uses on the site.
 2. Street geometry and traffic control recommendations are given within the March 2023 analysis. These recommendations are preliminary and are subject to change as the area develops and more information is known regarding the site.
 3. Additional comments and recommendations were provided in the March 2023 analysis based on a conceptual layout of the site. These comments, including recommended street connections to neighboring properties and modifications to single-family driveway locations, have been provided to the applicant to incorporate into the future preliminary plat. An additional traffic study will be needed at that time to further analyze the traffic impacts.
- Development & Planning Subcommittee: The "superblock" area between S. Jordan Creek Parkway and S. 88th Street and between Booneville Road on the south and Stagecoach Drive on the north, which includes High Point (the subject development), and the proposed Village at Sugar Creek and Jordan Ridge 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 indicated a desire to ensure a wide range of housing types and price points would be developed within the area. At the July 19th meeting, staff provided a land use plan that met the needs of the pending developers while achieving a range of housing options.
- Condition(s) of Approval:
 - Sanitary Sewer Capacity: The existing sanitary sewer that serves this 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 has resulted in a desire and need for changes in the previously planned land uses. A sanitary sewer capacity analysis identified multiple segments of sanitary sewer with insufficient capacity under the existing Comprehensive Plan density and proposed land uses of the larger "superblock" area. 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 based on the increase in waste based on their requested land use change(s). Since the proposed High Point development is proposed at a lesser density than that which would be allowed at maximum density under the currently assigned land uses, it is not anticipated that this development will have any contribution to sewer upgrades. However, until actual site development locks in the final land use and dwelling unit count, staff recommends a condition of approval requiring the Applicant to acknowledge that any proposed land use changes that contribute to sanitary sewer loads exceeding those generated of the adopted 2010 comprehensive plan land uses (outlined in the Background paragraph within this report) may result in loads which are greater than the existing infrastructure can accommodate. The Applicant further acknowledging that capacity improvements may be necessary, and that the Applicant will be responsible for the proportionate share for the costs of said improvements for sewer loads which exceed the assigned 2010 Comprehensive Plan Land Uses.

Outstanding Issues: There are no outstanding issues.

Plan and Zoning Commission Action:

Date: April 10, 2023

Vote: 7-0 for approval

Recommendation: Approval of the Comprehensive Plan Developed Areas Land Use Map Amendment and Rezoning request

City Council Comprehensive Plan Amendment:

Date:

Vote:

City Council Rezoning First Reading:

Date:

Vote:

Recommendation: Approve the Comprehensive Plan Developed Areas Land Use Map Amendment and Rezoning request, subject to the applicant meeting all City Code requirements, and the following conditions of approval:

1. Applicant/developer acknowledge that they will be responsible for their proportionate share of costs for sanitary sewer capacity improvements resulting from any proposed land use changes within the High Point development that contribute to sanitary sewer loads exceeding those that otherwise would be generated by development at maximum allowed density of the adopted 2010 Comprehensive Plan assigned land.
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 are completed to the satisfaction of the City's Fire Marshal.

Lead Staff Member: Brian Portz

Approval Meeting Dates:

Plan and Zoning Commission	April 10, 2023
City Council: First Reading	April 17, 2023
City Council: Second Reading	
City Council: Third Reading	

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>AP</i>

Publications (if applicable)

Published In:	Des Moines Register Community Section
Date(s) Published	3/31/23
Date(s) of Mailed Notices	3/28/23

Council Subcommittee Review (if applicable)

Subcommittee	Development & Planning			
Date Reviewed	June 7, 2021, July 19, 2021 & February 6, 2023			
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>	No Discussion <input type="checkbox"/>

Location Map

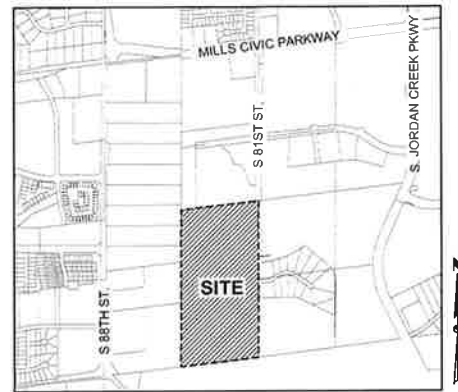


HIGH POINT

REZONING / COMPREHENSIVE PLAN SKETCH

PLANS INCLUDED ARE FOR ILLUSTRATIVE PURPOSES ONLY - APPROVED PLANS ON FILE WITH THE CITY

VICINITY MAP



WEST DES MOINES, IOWA

ADJACENT PROPERTY

1. THE CASCADES AT JORDAN CREEK CONDOS
ZONING: HIGH DENSITY RESIDENTIAL
COMP PLAN: HIGH DENSITY RESIDENTIAL
2. SM CASCADES LLC
ZONING: HIGH DENSITY RESIDENTIAL
COMP PLAN: HIGH DENSITY RESIDENTIAL
3. SUNSET CO. LC
ZONING: RESIDENTIAL HIGH-DENSITY DISTRICT & RESIDENTIAL MEDIUM-DENSITY DISTRICT
COMP PLAN: HIGH DENSITY RESIDENTIAL
4. JAMES & DEBORAH MILLER
ZONING: UNZONED
COMP PLAN: HIGH DENSITY RESIDENTIAL & MEDIUM DENSITY RESIDENTIAL
5. DB BOONEVILLE, LLC
ZONING: PUD - MEDIUM DENSITY RESIDENTIAL
COMP PLAN: OPEN SPACE, SUPPORT COMMERCIAL & MEDIUM DENSITY RESIDENTIAL
6. JORDAN RIDGE, LLC
ZONING: PUD - SINGLE FAMILY RESIDENTIAL
COMP PLAN: OPEN SPACE & SINGLE FAMILY RESIDENTIAL
7. HIGH POINT GROUP, LLC
ZONING: UNZONED
COMP PLAN: SINGLE FAMILY RESIDENTIAL
8. ETZEL, ROBERT F LIVING TRUST
ZONING: PUD - OFFICE
COMP PLAN: OFFICE

OWNER/APPLICANT

HIGH POINT GROUP, LLC
CONTACT: JAKE RIED
6205 MILLS CIVIC PARKWAY, SUITE 200
WEST DES MOINES, IOWA 50266
PHONE: (515) 202-5690

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: JARED MURRAY
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400

ZONING

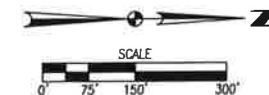
EXISTING: UNZONED (76.15 AC)
PROPOSED: PARCEL A - R-1: SINGLE-FAMILY RESIDENTIAL DISTRICT (37.09 AC)
PARCEL B - RM-12: RESIDENTIAL MEDIUM DENSITY (17.71 AC)
PARCEL C - RH-18: RESIDENTIAL HIGH DENSITY DISTRICT (21.35 AC)

COMPREHENSIVE PLAN LAND USE

EXISTING: LD - LOW DENSITY RESIDENTIAL
SF - SINGLE FAMILY RESIDENTIAL
MD - MEDIUM DENSITY RESIDENTIAL
HD - HIGH DENSITY RESIDENTIAL
PROPOSED: DETACHED RESIDENTIAL (37.09 AC)
MIXED RESIDENTIAL (39.06 AC)

REZONING DESCRIPTION

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN EXCEPT LOT 'A' AND OUTLOT 'W', FOREST POINTE PLAT 1, AN OFFICIAL PLAT, ALL IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.



REVISIONS
4TH SUBMITTAL
3RD SUBMITTAL
2ND SUBMITTAL
1ST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400



HIGH POINT
REZONING / COMPREHENSIVE PLAN
WEST DES MOINES, IOWA

1/1
2109.731

ENGINEER: JMM

CIVIL DESIGN ADVANTAGE

WEST DES MOINES, IOWA

REZONING / COMPREHENSIVE PLAN

TECH: CWO

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION
NO. PZC-23-014**

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, High Point Group, LLC, request approval for a Comprehensive Plan Developed Areas Land Use Map Amendment for property generally located north and south of future Stagecoach Drive extension between S. 81st Street and the future extension of S. 85th Street as depicted on the Comprehensive Plan Developed Areas Land Use Map Change Illustration included in the staff report to change the land use designation as follows:

- for approximately 37.4 acres to change from Medium Density Residential (MD), Single Family (SF), and Low Density (LD) to Detached Residential (DR) land use; and
- for approximately 18.5 acres to change from High Density Residential (HD), Medium Density Residential (MD), and Single Family (SF) to Mixed Residential (MR) land use; and
- for approximately 24.3 acres to change from High Density Residential (HD) to Mixed Residential (MR) land use;

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 Developed Areas Land Use Map Amendment, (CPAZC-005910-2023) 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 April 10, 2023.



Andrew Conlin, Vice Chair
Planning 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 April 10, 2023, by the following vote:

AYES: Conlin, Costa, Crowley, Davis, Hatfield, McCoy, Shaw

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:


Recording Secretary

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION
NO. PZC-23-015**

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, High Point Group, LLC, request approval for a Zoning Map Amendment for property generally located north and south of future Stagecoach Drive extension between S. 81st Street and the future extension of S. 85th Street as depicted on the Rezoning Illustration included in the staff report to change the zoning designation as follows:

- Amend the Zoning Map to change from Unzoned to Single Family Residential (R-1) Zoning District on approximately 37.1 acres consistent with the Comprehensive Plan Developed Areas Land Use designation, and
- Amend the Zoning Map to change from Unzoned to Residential Medium Density (RM-12) Zoning District on approximately 17.7 acres consistent with the Comprehensive Plan Developed Areas Land Use designation, and
- Amend the Zoning Map to change from Unzoned to Residential High Density (RH-14) Zoning District on approximately 21.3 acres consistent with the Comprehensive Plan Developed Areas Land Use designation.

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-005910-2023) 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 April 10, 2023.



Andrew Conlin, Vice 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 April 10, 2023, by the following vote:

AYES: Conlin, Costa, Crowley, Davis, Hatfield, McCoy, Shaw

NAYS:

ABSTENTIONS:

ABSENT:

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING A COMPREHENSIVE PLAN DEVELOPED AREAS LAND USE MAP AMENDMENT TO ESTABLISH MIXED RESIDENTIAL AND DETACHED RESIDENTIAL LAND USE

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, High Point Group, LLC, requests approval of a Comprehensive Plan Developed Areas Land Use Map Amendment to change the land use designation of 37.4 acres from Medium Density Residential (MD), Single Family (SF), and Low Density (LD) to Detached Residential (DR) and 42.8 acres from High Density Residential (HD), Medium Density Residential (MD), and Single Family (SF) to Mixed Residential (MR) on the ground legally described in attached Exhibit 'B' and as indicated on the attached Comprehensive Plan Developed Areas 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 Developed Areas Land Use Map Amendment complies with applicable provisions of Iowa Code Chapter 414 and City Code; and

WHEREAS, on April 10, 2023, the Planning and Zoning Commission did recommend to the City Council, by a 7-0 vote, for approval of the Comprehensive Plan Developed Areas 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 Developed Areas Land Use Map Amendment.

NOW, THEREFORE, The City Council hereby approves the Comprehensive Plan Developed Areas Land Use Map Amendment (CPAZC-005910-2023) shown on attached Comprehensive Plan Developed Areas Land Use Map Change Illustration, subject to compliance with all the conditions in the staff report, dated April 17, 2023, 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 April 17, 2023.

Russ Trimble, 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 April 17, 2023, by the indicated vote.

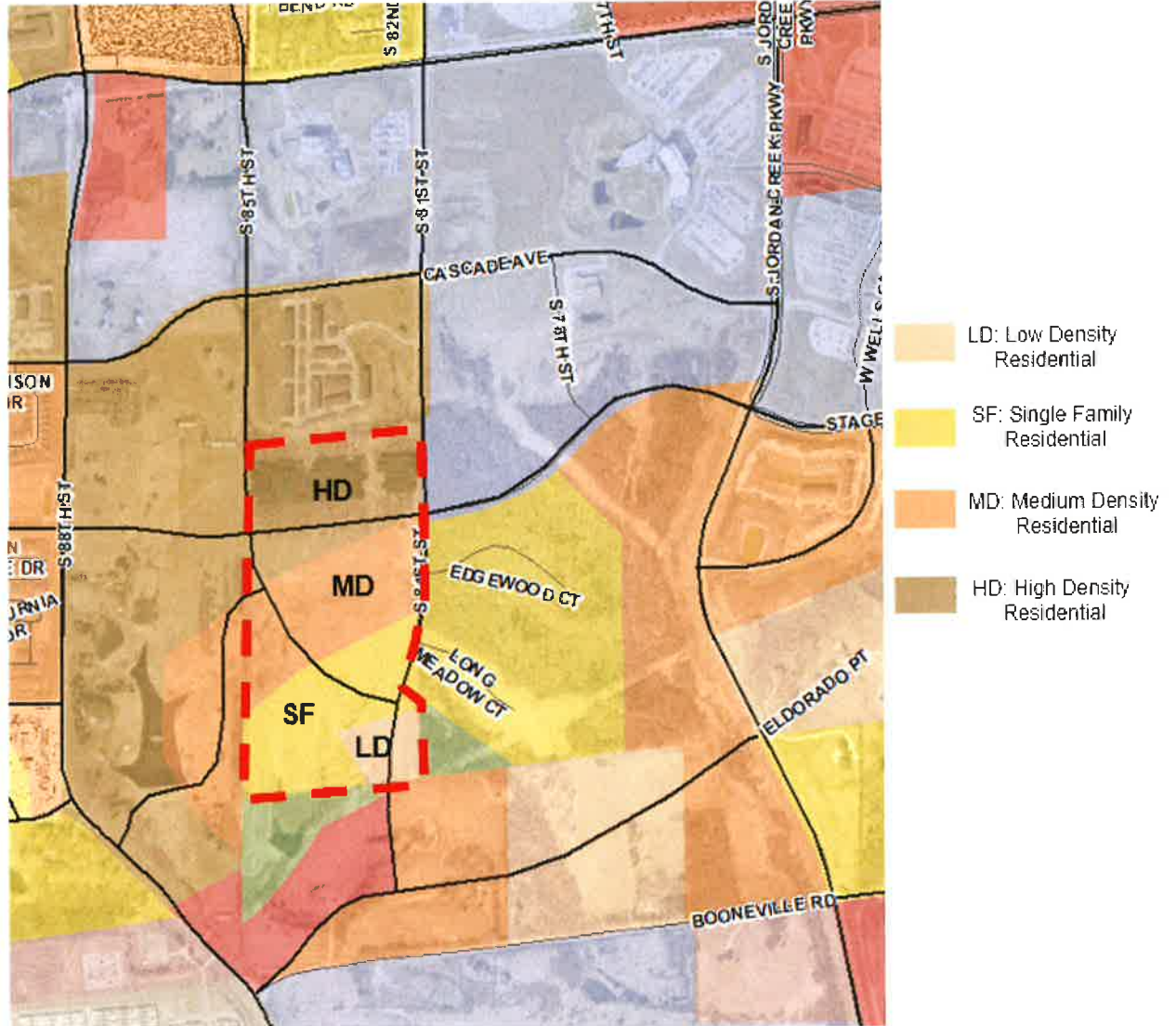
Exhibit A: Conditions of Approval

1. Applicant/developer acknowledge that they will be responsible for their proportionate share of costs for sanitary sewer capacity improvements resulting from any proposed land use changes within the High Point development that contribute to sanitary sewer loads exceeding those that otherwise would be generated by development at maximum allowed density of the adopted 2010 Comprehensive Plan assigned land.
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 are completed to the satisfaction of the City's Fire Marshal.

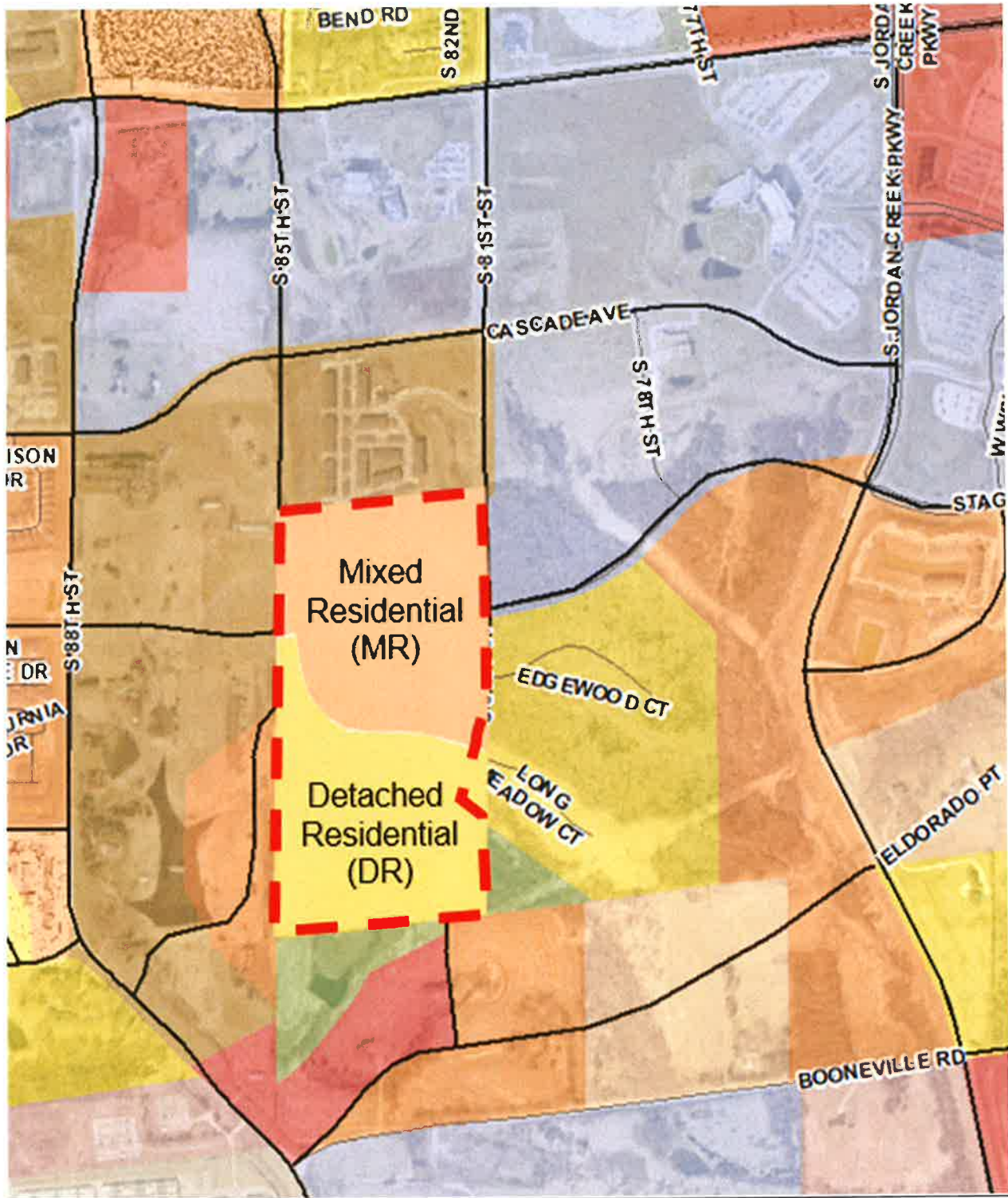
Exhibit B: Legal Description

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN EXCEPT LOT 'A' AND OUTLOT 'W', FOREST POINTE PLAT 1, AN OFFICIAL PLAT, ALL IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

Existing Comprehensive Plan Developed Areas Land Use Map



Comprehensive Plan Developed Areas 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 OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING TITLE 9, ZONING, CHAPTER 4, ZONING DISTRICTS AND MAPS

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

SECTION 1. AMENDMENT. The Zoning Map of the City of West Des Moines, Iowa, is hereby amended by changing from Unzoned to Single Family Residential (R-1) Zoning District on 37.1 acres, Residential Medium Density (RM-12) Zoning District on 17.7 acres, and Residential High (RH-14) Zoning District on 21.3 acres consistent with the adopted Comprehensive Plan Developed Areas Land Use Map as amended, on that property legally described as follows and shown on the attached Zoning Map Illustration:

Legal Description

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN EXCEPT LOT 'A' AND OUTLOT 'W', FOREST POINTE PLAT 1, AN OFFICIAL PLAT, ALL IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

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

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

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

SECTION 5. OTHER REMEDIES. In addition to the provisions set out in 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 and approved by the City Council on April 17, 2023

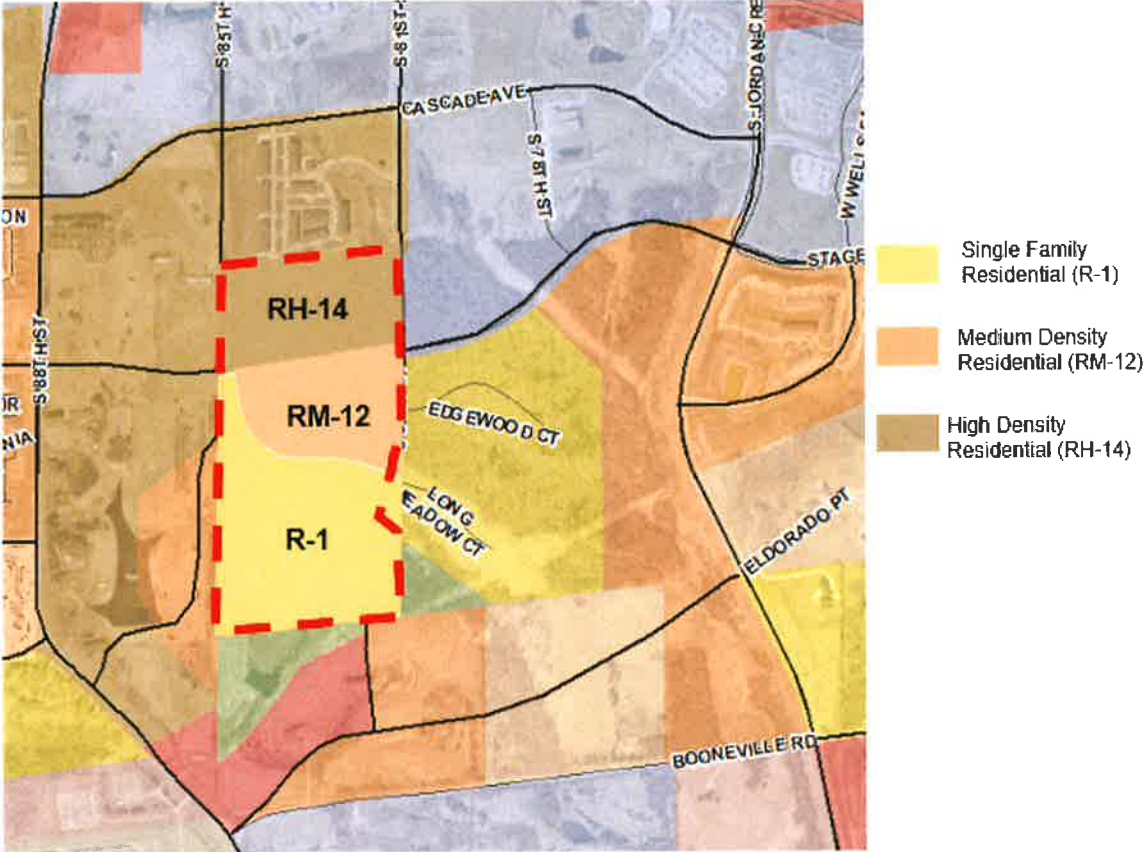
Russ Trimble, Mayor

ATTEST:

Ryan Jacobson, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2023, and was published in the Des Moines Register on _____, 2023.

Consistency Zoning Illustration



CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Resolution Approving FY 2023-24 Operating and Capital Budgets

DATE: April 17, 2023

FINANCIAL IMPACT: The FY 2023-24 fiscal budgets are comprised of basic operating expenditures totaling \$96,521,474, proprietary expenses of \$76,812,392, debt service expenditures of \$45,112,115 and capital improvement expenditures of \$52,590,000, for a total budget of \$271,035,981.

BACKGROUND: The FY 2023-24 Operating and Capital Budgets, as proposed, are a product of numerous meetings involving elected officials and staff, during which various revenues, expenditures, and projects were reviewed. Included in the list of meetings were full-Council workshops held on Tuesday, January 17, 2023, (rate setting) Saturday, February 4, 2023, (operating expenditures) and Monday, February 20, 2023 (capital projects). The proposed budgets consist of several initiatives designed to maintain service levels while decreasing the current tax levy rate by \$0.05.

FY 2023-24 Budget Highlights

The proposed budget recommended by staff will reduce the property tax levy from \$10.95 to \$10.90 per thousand of taxable valuation. The levy rate had been at \$10.95 for the past two years; the rate was last reduced beginning FY 2021 from \$10.99 to \$10.95.

The ballot language for the Dallas County and Polk County LOSST required that the City apply at least 50% of all collected revenue directly against the levy rate. Based on total estimated collections of just over \$14.04 million in collections from Dallas County and Polk County in FY 2023-24, the City's levy rate will be reduced as follows:

Levies:

General Fund	\$ 10.16
Police/Fire Retirement	0.54
Debt Service	<u>1.91</u>
Total Levy Required	\$ 12.61
Less:	
LOSST Property Tax Reduction applied	<1.14>
LOSST City Uses applied	<u><0.57></u>
FY 23-24 City Tax Rate	\$ 10.90

Summary of Expenditures:

- The proposed FY 2023-24 budget includes the addition of eleven (11) full-time employee positions, ten (10) of which would be entirely paid by the General Fund:
 - The Police Department will be adding two (2) Police Officers to the patrol division to support growth across the community. Then need is specifically to raise patrol efforts and to maintain the ability to respond to a rising number of calls for service.
 - The Fire Department will be adding four (4) Firefighters to the suppression division to support growth across the community. These new firefighters will allow all stations to remain fully staffed

during times when regularly assigned staff is unavailable

- The Parks & Recreation department will be adding one (1) Food Service Coordinator to the recreation division. The food service operations at the aquatic centers and the softball complex are currently contracted out to a third-party vendor, and this has generated mixed results with relatively low customer satisfaction. Due to the successful in-house operation of the Rec Plex food service over the past year, staff believes the bringing the aquatic centers and the softball complex in-house will result in improved product and service as well as providing additional revenue. This new position will oversee the operations of the food service operations across all city facilities, including the assignment of employees, procurement of food supplies, menu selection and pricing, and other associated duties.
- Public Services will be adding two (2) positions, an Operations Specialist in the improved streets division and an Operations Specialist in the sanitary sewer division. The Operations Specialists will provide support for the increased growth and expansion in the city street system and the sanitary sewer network. The Operations Specialist in the sanitary sewer division will be paid from the Sewer Enterprise Fund and the one in the improved streets division will be paid from the General Fund.
- The Legal Department will be adding one (1) new position, an Assistant City Attorney. With the addition of a third Assistant City Attorney, the Legal Department should provide more efficient and timely support. The continued growth of the city has resulted in greater workload and there continues to be specialization required to provide competent legal services. There becomes a tipping point to decide whether to contract for services or hire staff, and the recommendation is that it will be more effective in the long-term to add the position.
- The Finance Department will be adding one (1) new position, a Risk Manager. Currently tasks of a risk manager are split between finance, legal, human resources, parks, and engineering. Having specific person focusing primarily on risk management will obviously reduce the City's exposure to risk in certain areas and also create efficiencies by allowing staff to focus on their primary duties. In addition, having this position should also result in cost savings to the city in areas such as insurance settlements, vendor contract relationship difficulties, and employee safety.
- The EMS Department is showing a decrease of twelve (12) positions. The positions are being eliminated through vacancies and are the result of the termination of a cooperative agreement with Unity Point Hospitals to provide ambulance services. The City has opted to focus solely on serving the emergency transport of the city due to significant challenges in meeting needs due to shrinking employment base and dramatically increased numbers of calls for service.
- The budget includes approximately 284 employees covered under bargaining unit agreements and 254 full-time equivalent non-union employees.
- All five employee bargaining units are under contract through June 30, 2026. Terms of these contracts follows:

<u>Bargaining Unit</u>	<u>Wage and Salary Adjustment</u>
AFSCME-Dev Services & Engineering	3.50% on July 1, 2023
IAPFF-EMS	3.50% on July 1, 2023
IAPFF-Fire	4.00% on July 1, 2023
IUOE-Public Services & Engineering	3.50% on July 1, 2023
Teamsters-Police	4.00% on July 1, 2023

In addition, other bargaining unit employees are eligible to receive increases (dependent upon performance and employee classification). A large majority of these increases are included in the budget, and it is expected that these adjustments will not cause the overall amount budgeted for wages and salaries to change.

- Non-union employees who have not reached the maximum pay level may receive an increase based on job performance. An estimate of these potential adjustments is factored into the budget.
- The proposed budget reflects a decrease in the contribution rate for the Municipal Fire and Police Retirement System of Iowa (MFPRSI). The City's contribution rate for FY 2023-24 will be 22.98% as compared to 23.90% for FY 2022-23. The proposed budget also reflects no change in the contribution rate for Iowa Public Employees Retirement System (IPERS) for regular class employees and employees in the protective class (EMS staff and part-time fire fighters). The City's contribution rate for IPERS regular employees will remain at 9.44% for FY 2023-24 and protective class employees will remain at 9.31% in FY 2023-24. Nearly all pension guidelines are under the purview of the State.
- The proposed budget includes Police Department operating expenditures of \$17,058,260, an increase of \$862,880 (+5.3%) over the FY 2022-23 Police Department budget of \$16,195,380. The increase is primarily due to wage adjustments in the bargaining agreement and an increase in operating costs.
- The budget assumes that the City will receive approximately \$9.16 million dollars in Road Use Tax Funds during FY 2023-24. Approximately \$6.0 million of the Road Use Tax Funds are being utilized for street related expenditures (CIP and operating), and the remaining funds are planned to be used to cover street lighting costs and repayment of debt related to Iowa Highway 5 construction.
- The FY 2023-24 Capital Improvement Plan includes the following major construction projects:
 - Athene Pedestrian Bridge
 - S. Grand Prairie Parkway – Grand Avenue to Raccoon River Drive
 - South Sewer Segment Eight
 - Final phases of the Fiber Conduit Project
 - Grand Avenue Widening – West of I-35 to S. 60th Street, dependent on available TIF funding
 - Grand Avenue Widening – S. Jordan Creek Parkway to S. 88th Street, again, dependent on available TIF funding
- Even with this planned annual deficit, the projected Uncommitted General Fund composite balance on June 30, 2024, will be \$35,650,508 (41.34% of annual operating expenditures). This balance leaves ample funds for meeting unexpected revenue shortfalls or meeting demands on future fund resources. The projected reserve balance follows the policy adopted by the Council in 2021 which requires a balance over 30%, which is a benchmark for AAA-rated bonds.

It should be noted that the Iowa State Legislature negatively adjusted the total revenue available to the City for FY 23-24 with recent legislation (enacted early in 2023). The overall negative adjustment was approximately \$1.4 million, of which approximately \$1.2 million was attributable to the General Fund. Because the City's FY 23-24 budget had already been prepared and extensively reviewed, no changes were made to the planned expenditures. Staff is cautiously aware that the planned expenditures may need to be delayed or eliminated when entering the new fiscal year, including the hiring of additional staff discussed above, and that a budget amendment may be necessary to reflect the changing conditions after then are more adequately assessed.

This legislation also extended the deadline to file the budgets with the counties from March 31 to April 30 for this year only.

RECOMMENDATION: Conduct the Public Hearing and Adopt a Resolution approving the FY 2023-24 Operating and Capital Budgets and direct staff to make the necessary filings with the auditors of Polk, Dallas, Warren, and Madison Counties.

Lead Staff Member: Chris Hamlett, Budget Analyst *CH*

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	The Des Moines Register
Dates(s) Published	March 3, 2023

SUBCOMMITTEE REVIEW (if applicable)

Committee	Council Workshops		
Date Reviewed	Jan 17, Feb 4, Feb 20, 2023		
Recommendation	<u>Yes</u>	No	Split

RESOLUTION

A RESOLUTION ADOPTING PROPOSED ANNUAL BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2024.

WHEREAS, the provisions of Chapter 384, Code of Iowa require a public hearing on the budget estimates for the proposed expenditures, income and tax levies for the fiscal year ending June 30, 2024, before the final certification date; and

WHEREAS, on April 17, 2023 the City Council held the public hearing to consider the City's proposed annual budget for the fiscal year ending June 30, 2024 at 5:30 P.M. in the Council Chambers of West Des Moines City Hall and public notice of such hearing has been published as provided by law in the Des Moines Register on March 3, 2023; and

WHEREAS, those residents and taxpayers of the City interested in the City's proposed annual budget for the fiscal year ending June 30, 2024, have been given an opportunity to present to the City Council objections to any part of the amendment budget and arguments in favor of any part of the amendment budget at this public meeting.

NOW THEREFORE, BE IT RESOLVED that upon due consideration of all views and comments presented by City residents and taxpayers, the public hearing on the City of West Des Moines proposed annual budget for the fiscal year ending June 30, 2024 is hereby closed.

PASSED AND APPROVED this 17th day of April, 2023

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, CMC
City Clerk

FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024
ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES
The City of : WEST DES MOINES County Name: POLK COUNTY, DALLAS, MADISON, WARREN

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	6,047,854,151	2b	5,962,623,086	City Number: 77-727 Last Official Census: 68,723
DEBT SERVICE	3a	7,293,209,909	3b	7,207,978,844	
Ag Land	4a	6,174,459			

TAXES LEVIED

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW		Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000			48,987,619	48,297,247	43	8.10000
Non-Voted Other Permissible Levies							
Contract for use of Bridge	0.67500				0	44	0.00000
Opr & Maint publicly owned Transit	0.95000				0	45	0.00000
Rent, Ins. Maint of Civic Center	Amt Nec				0	46	0.00000
Opr & Maint of City owned Civic Center	0.13500				0	47	0.00000
Planning a Sanitary Disposal Project	0.06750				0	48	0.00000
Aviation Authority (under sec.330A.15)	0.27000				0	49	0.00000
Levee Impr. fund in special charter city	0.06750				0	51	0.00000
Liability, property & self insurance costs	Amt Nec			1,203,583	1,186,622	52	0.19901
Support of a Local Emerg.Mgmt.Comm.	Amt Nec				0	465	0.00000
Voted Other Permissible Levies							
Instrumental/Vocal Music Groups	0.13500				0	53	0.00000
Memorial Building	0.81000				0	54	0.00000
Symphony Orchestra	0.13500				0	55	0.00000
Cultural & Scientific Facilities	0.27000				0	56	0.00000
County Bridge	As Voted				0	57	0.00000
Missi or Missouri River Bridge Const.	1.35000				0	58	0.00000
Aid to a Transit Company	0.03375				0	59	0.00000
Maintain Institution received by gift/devise	0.20500				0	60	0.00000
City Emergency Medical District	1.00000				0	466	0.00000
Support Public Library	0.27000				0	61	0.00000
Unified Law Enforcement	1.50000				0	62	0.00000
Total General Fund Regular Levies (5 thru 24)				50,191,202	49,483,869		
Ag Land	3.00375			18,547	18,547	63	3.00375
Total General Fund Tax Levies (25 + 26)				50,209,749	49,502,416		
Special Revenue Levies							
Emergency (if general fund at levy limit)	0.27000			1,632,921	1,609,908	64	0.27000
Police & Fire Retirement	Amt Nec			2,546,086	2,510,205		0.42099
FICA & IPERS (if general fund at levy limit)	Amt Nec				0		0.00000
Other Employee Benefits	Amt Nec				0		0.00000
Total Employee Benefit Levies (29,30,31)				2,546,086	2,510,205	65	0.42099
Sub Total Special Revenue Levies (28+32)				4,179,007	4,120,113		
As Req		With Gas & Elec Valuation	Without Gas & Elec Valuation				
SSMID 1		0	0		0	66	0.00000
SSMID 2		0	0		0	67	0.00000
SSMID 3		0	0		0	68	0.00000
SSMID 4		0	0		0	69	0.00000
SSMID 5		0	0		0	565	0.00000
SSMID 6		0	0		0	566	0.00000
SSMID 7		0	0		0	1179	0.00000
SSMID 8		0	0		0	1187	0.00000
Total Special Revenue Levies				4,179,007	4,120,113		
Debt Service Levy 76.10(6)	Amt Nec			13,930,031	13,767,240	70	1.91000
Capital Projects (Capital Improv. Reserve)	0.67500				0	71	0.00000
Total Property Taxes (27+39+40+41)				68,318,787	67,389,769	72	10.90000

(Signature) _____

(Date) _____

(County Auditor) _____

(Date) _____

NOTICE OF PUBLIC HEARING – PROPOSED BUDGET

Fiscal Year July 1, 2023 - June 30, 2024

City of: WEST DES MOINES

The City Council will conduct a public hearing on the proposed Budget at: Council Chambers of West Des Moines City Hall Meeting Date: 3/20/2023
Meeting Time: 05:30 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property 10.90000

The estimated tax levy rate per \$1000 valuation on Agricultural land is 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

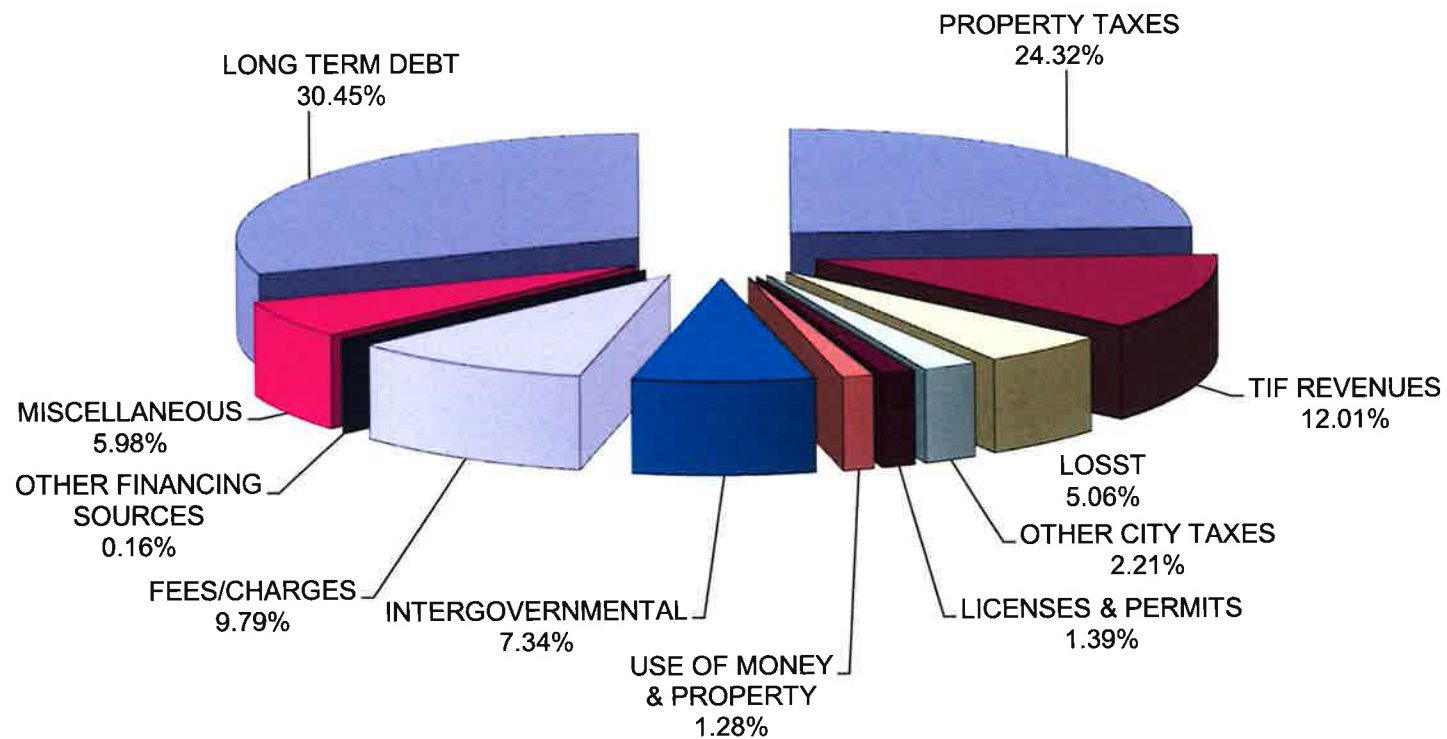
Phone Number
(515) 222-3600

City Clerk/Finance Officer's NAME
Tim Stiles

		Budget FY 2024	Re-estimated FY 2023	Actual FY 2022
Revenues & Other Financing Sources				
Taxes Levied on Property	1	68,802,080	65,288,243	62,297,213
Less: Uncollected Property Taxes-Levy Year	2	0	0	86,165
Net Current Property Taxes	3	68,802,080	65,288,243	62,211,048
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	33,284,939	23,781,974	22,048,876
Other City Taxes	6	20,159,035	17,542,365	19,476,623
Licenses & Permits	7	3,853,365	3,027,100	3,122,632
Use of Money and Property	8	3,544,661	3,015,566	984,531
Intergovernmental	9	20,420,068	25,397,956	29,318,795
Charges for Fees & Service	10	27,137,629	26,786,867	31,661,187
Special Assessments	11	0	10,000	109,089
Miscellaneous	12	16,560,812	16,181,503	27,717,716
Other Financing Sources	13	84,672,500	60,061,796	43,962,679
Transfers In	14	150,523,311	163,487,020	57,383,477
Total Revenues and Other Sources	15	428,958,400	404,580,390	297,996,653
Expenditures & Other Financing Uses				
Public Safety	16	41,722,726	41,586,364	36,335,443
Public Works	17	13,796,348	13,207,873	11,297,333
Health and Social Services	18	1,750,538	1,637,528	1,117,095
Culture and Recreation	19	14,319,984	13,475,284	11,773,060
Community and Economic Development	20	11,410,572	11,930,096	8,918,583
General Government	21	13,356,666	12,790,639	10,910,689
Debt Service	22	45,809,098	38,815,021	31,465,025
Capital Projects	23	52,590,000	85,419,528	68,826,412
Total Government Activities Expenditures	24	194,755,932	218,862,333	180,643,640
Business Type / Enterprises	25	76,812,392	101,377,161	37,971,059
Total ALL Expenditures	26	271,568,324	320,239,494	218,614,699
Transfers Out	27	150,523,311	163,487,020	57,383,477
Total ALL Expenditures/Transfers Out	28	422,091,635	483,726,514	275,998,176
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	6,866,765	-79,146,124	21,998,477
Beginning Fund Balance July 1	30	278,438,702	357,584,826	335,586,349
Ending Fund Balance June 30	31	285,305,467	278,438,702	357,584,826

CITY OF WEST DES MOINES

2023-24 FY REVENUES



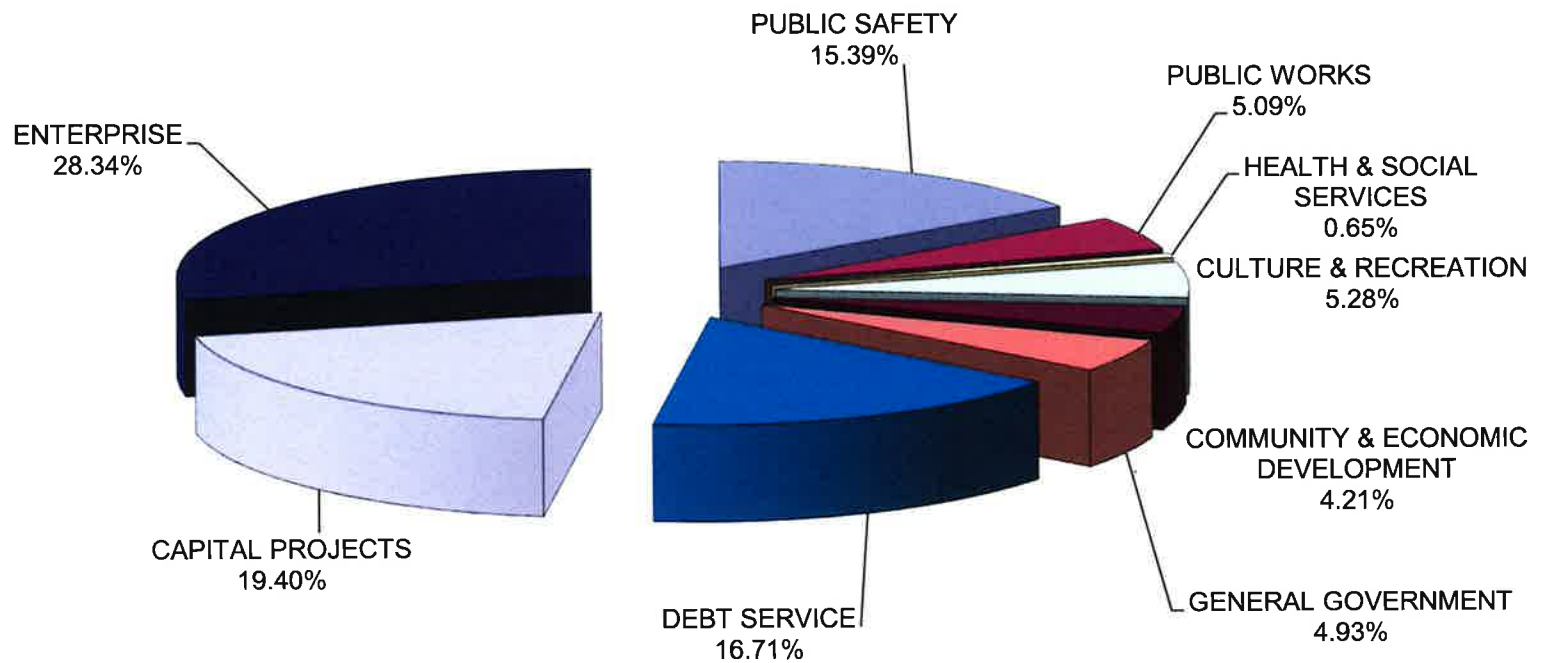
REVENUES DETAIL

City Name: WEST DES MOINES
 Fiscal Year July 1, 2023 - June 30, 2024

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
REVENUES & OTHER FINANCING SOURCES										
Taxes Levied on Property	1	49,502,416	4,120,113		13,767,240	0		67,389,769	65,288,243	62,297,213
Less: Uncollected Property Taxes - Levy Year	2							0	0	86,165
Net Current Property Taxes (line 1 minus line 2)	3	49,502,416	4,120,113		13,767,240	0		67,389,769	65,288,243	62,211,048
Delinquent Property Taxes	4							0	0	0
TIF Revenues	5			33,284,478				33,284,478	23,781,974	22,048,876
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	707,333	58,894		162,791	0		929,018	743,617	635,690
Utility franchise tax (Iowa Code Chapter 364.2)	7	205,000						205,000	220,000	220,376
Parimutuel wager tax	8							0	0	0
Gaming wager tax	9							0	0	0
Mobile Home Taxes	10							0	0	0
Hotel/Motel Taxes	11	5,000,000						5,000,000	4,000,000	4,660,364
Other Local Option Taxes	12		14,025,000					14,025,000	12,578,748	13,960,193
Subtotal - Other City Taxes (lines 6 thru 12)	13	5,912,333	14,083,894		162,791	0		20,159,018	17,542,365	19,476,623
Licenses & Permits	14	3,037,500					815,865	3,853,365	3,027,100	3,122,632
Use of Money & Property	15	1,053,426	33,860				2,457,375	3,544,661	3,015,566	984,531
Intergovernmental:										
Federal Grants & Reimbursements	16	12,000	326,845		5,270,000			5,608,845	3,012,713	8,327,035
Road Use Taxes	17		9,160,776					9,160,776	8,659,098	9,103,872
Other State Grants & Reimbursements	18	1,689,333	190,579	342,033	344,970	480,000		3,046,915	4,082,284	7,734,456
Local Grants & Reimbursements	19	2,256,759	169,934				92,000	2,518,693	9,643,861	4,153,432
Subtotal - Intergovernmental (lines 16 thru 19)	20	3,958,092	9,848,134	342,033	344,970	5,750,000	92,000	20,335,229	25,397,956	29,318,795
Charges for Fees & Service:										
Water Utility	21							0	0	0
Sewer Utility	22						13,285,978	13,285,978	12,209,494	13,018,623
Electric Utility	23							0	0	0
Gas Utility	24							0	0	0
Parking	25							0	0	0
Airport	26							0	0	0
Landfill/Garbage	27						2,953,564	2,953,564	2,503,000	2,356,649
Hospital	28							0	0	0
Transit	29							0	0	0
Cable TV, Internet & Telephone	30							0	0	0
Housing Authority	31							0	0	0
Storm Water Utility	32						5,298,200	5,298,200	4,757,696	4,504,782
Other Fees & Charges for Service	33	4,848,375	123,000				628,512	5,599,887	7,316,677	11,781,133
Subtotal - Charges for Service (lines 21 thru 33)	34	4,848,375	123,000		0	0	22,166,254	27,137,629	26,786,867	31,661,187
Special Assessments	35							0	10,000	109,089
Miscellaneous	36	403,359	925,459		635,000		14,596,994	16,560,812	16,181,503	27,717,716
Other Financing Sources:										
Regular Operating Transfers In	37	13,523,061	1,982,457		3,224,273	67,605,000	38,905,000	125,239,791	141,724,733	38,606,231
Internal TIF Loan Transfers In	38			719,277	27,612,840			28,332,117	21,762,287	18,777,246
Subtotal ALL Operating Transfers In	39	13,523,061	1,982,457	719,277	30,837,113	67,605,000	0	38,905,000	153,571,908	57,383,477
Proceeds of Debt (Excluding TIF Internal Borrowing)	40					84,375,000		84,375,000	59,992,796	43,194,236
Proceeds of Capital Asset Sales	41	27,500	375,000				35,000	437,500	69,000	768,443
Subtotal-Other Financing Sources (lines 38 thru 40)	42	13,550,561	2,357,457	719,277	30,837,113	151,980,000	0	38,940,000	238,384,408	101,346,156
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43	82,266,062	31,491,917	34,345,788	45,112,114	158,365,000	0	79,068,488	430,649,369	297,996,653
Beginning Fund Balance July 1	44	45,637,297	-1,820,317	10,441,713	1,407,642	-21,368,951	0	244,141,318	357,584,826	335,586,349
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45	127,903,359	29,671,600	44,787,501	46,519,756	136,996,049	0	323,209,806	762,165,216	633,583,002

CITY OF WEST DES MOINES

2023-24 FY EXPENDITURES



EXPENDITURES SCHEDULE PAGE 1

City Name: WEST DES MOINES

Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
PUBLIC SAFETY											
Police Department/Crime Prevention	1	14,636,314	2,421,946						17,058,260	16,195,380	14,448,409
Jail	2								0	0	0
Emergency Management	3	48,391							48,391	38,600	43,511
Flood Control	4	57,770							57,770	75,820	32,593
Fire Department	5	10,818,168	1,616,071						12,434,239	12,767,734	11,343,778
Ambulance	6	7,685,498	22,249						7,707,747	8,551,811	7,081,217
Building Inspections	7	1,438,868							1,438,868	1,396,241	1,283,857
Miscellaneous Protective Services	8								0	0	0
Animal Control	9	477,318							477,318	474,774	425,507
Other Public Safety	10	2,500,133							2,500,133	2,086,004	1,676,571
TOTAL (lines 1 - 10)	11	37,662,460	4,060,266				0		41,722,726	41,586,364	36,335,443
PUBLIC WORKS											
Roads, Bridges, & Sidewalks	12	4,999,733							4,999,733	4,669,185	4,961,415
Parking - Meter and Off-Street	13								0	0	0
Street Lighting	14		732,000						732,000	716,400	706,713
Traffic Control and Safety	15	1,517,674							1,517,674	1,456,830	1,248,507
Snow Removal	16								0	0	0
Highway Engineering	17	3,149,807							3,149,807	3,150,154	2,622,692
Street Cleaning	18	122,091							122,091	119,037	111,854
Airport	19								0	0	0
Garbage (if not Enterprise)	20								0	0	0
Other Public Works	21	3,275,043							3,275,043	3,096,267	1,646,152
TOTAL (lines 12 - 21)	22	13,064,348	732,000				0		13,796,348	13,207,873	11,297,333
HEALTH & SOCIAL SERVICES											
Welfare Assistance	23								0	0	0
City Hospital	24								0	0	0
Payments to Private Hospitals	25								0	0	0
Health Regulation and Inspection	26								0	0	0
Water, Air, and Mosquito Control	27								0	0	0
Community Mental Health	28								0	0	0
Other Health and Social Services	29	1,401,738	348,800						1,750,538	1,637,528	1,117,095
TOTAL (lines 23 - 29)	30	1,401,738	348,800				0		1,750,538	1,637,528	1,117,095
CULTURE & RECREATION											
Library Services	31	4,400,043	88,500						4,488,543	4,513,365	3,827,721
Museum, Band and Theater	32								0	0	0
Parks	33	4,409,546	8,000						4,417,546	4,196,550	4,398,213
Recreation	34	4,929,639	15,000						4,944,639	4,313,855	3,179,089
Cemetery	35	25,700							25,700	16,700	24,908
Community Center, Zoo, & Marina	36	178,036							178,036	170,814	179,099
Other Culture and Recreation	37	20,000	245,520						265,520	264,000	164,030
TOTAL (lines 31 - 37)	38	13,962,964	357,020				0		14,319,984	13,475,284	11,773,060

EXPENDITURES SCHEDULE PAGE 2

City Name: WEST DES MOINES

Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39	10,657						10,657	11,019	7,410
Economic Development	40	1,173,268	60,000					1,233,268	2,363,938	4,075,118
Housing and Urban Renewal	41	544,451	2,234,283	600,000				3,378,734	3,026,662	1,492,132
Planning & Zoning	42	1,466,311						1,466,311	1,558,788	1,408,461
Other Com & Econ Development	43	3,600,678						3,600,678	3,087,167	0
TIF Rebates	44			1,720,924				1,720,924	1,882,522	1,935,462
TOTAL (lines 39 - 44)	45	6,795,365	2,294,283	2,320,924		0		11,410,572	11,930,096	8,918,583
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	1,589,119						1,589,119	1,413,016	1,270,470
Clerk, Treasurer, & Finance Adm.	47	1,902,809						1,902,809	1,716,052	1,506,724
Elections	48	15,000						15,000	0	9,798
Legal Services & City Attorney	49	1,136,902						1,136,902	1,021,328	801,623
City Hall & General Buildings	50	283,305						283,305	364,938	264,952
Tort Liability	51	1,191,240						1,191,240	1,136,905	843,262
Other General Government	52	7,238,291						7,238,291	7,138,400	6,213,860
TOTAL (lines 46 - 52)	53	13,356,666	0	0		0		13,356,666	12,790,639	10,910,689
DEBT SERVICE										
Gov Capital Projects	55		164,640	45,112,115	30,332,500			45,276,755	38,815,021	31,465,025
TIF Capital Projects	56				22,257,500			22,257,500	52,635,638	33,993,093
TOTAL CAPITAL PROJECTS	57	0	0	0	52,590,000	0		52,590,000	85,419,528	68,826,412
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	58	86,243,541	7,957,009	2,320,924	45,112,115	52,590,000	0	194,223,589	218,862,333	180,643,640
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							0	0	0
Sewer Utility	60						12,032,882	12,032,882	10,941,731	7,884,169
Electric Utility	61							0	0	0
Gas Utility	62							0	0	0
Airport	63							0	0	0
Landfill/Garbage	64						2,953,564	2,953,564	2,503,000	2,401,895
Transit	65							0	0	0
Cable TV, Internet & Telephone	66							0	0	0
Housing Authority	67							0	0	0
Storm Water Utility	68						3,923,698	3,923,698	3,697,887	1,180,102
Other Business Type (city hosp., ISF, parking, etc.)	69						18,475,074	18,475,074	26,817,149	16,041,792
Enterprise DEBT SERVICE	70						77,174	77,174	0	1,473,915
Enterprise CAPITAL PROJECTS	71						39,350,000	39,350,000	55,108,296	8,989,186
Enterprise TIF CAPITAL PROJECTS	72							0	2,309,098	0
TOTAL Business Type Expenditures (lines 59 - 72)	73						76,812,392	76,812,392	101,377,161	37,971,059
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	86,243,541	7,957,009	2,320,924	45,112,115	52,590,000	0	76,812,392	271,035,981	218,614,699
Regular Transfers Out	75	4,838,588	21,712,453		383,750	84,235,000		14,070,000	125,239,791	141,724,733
Internal TIF Loan / Repayment Transfers Out	76			28,332,117				28,332,117	21,762,287	18,777,246
Total ALL Transfers Out	77	4,838,588	21,712,453	28,332,117	383,750	84,235,000	0	14,070,000	153,571,908	163,487,020
Total Expenditures & Fund Transfers Out (lines 74+77)	78	91,082,129	29,669,462	30,653,041	45,495,865	136,825,000	0	90,882,392	424,607,889	483,726,514
Ending Fund Balance June 30	79	36,821,230	2,138	14,134,460	1,023,891	171,049	0	232,327,414	278,438,702	357,584,826

BUDGET SUMMARY

FY 2023-24 BUDGET

Calculation of City Property Tax Dollars for West Des Moines Residential Property

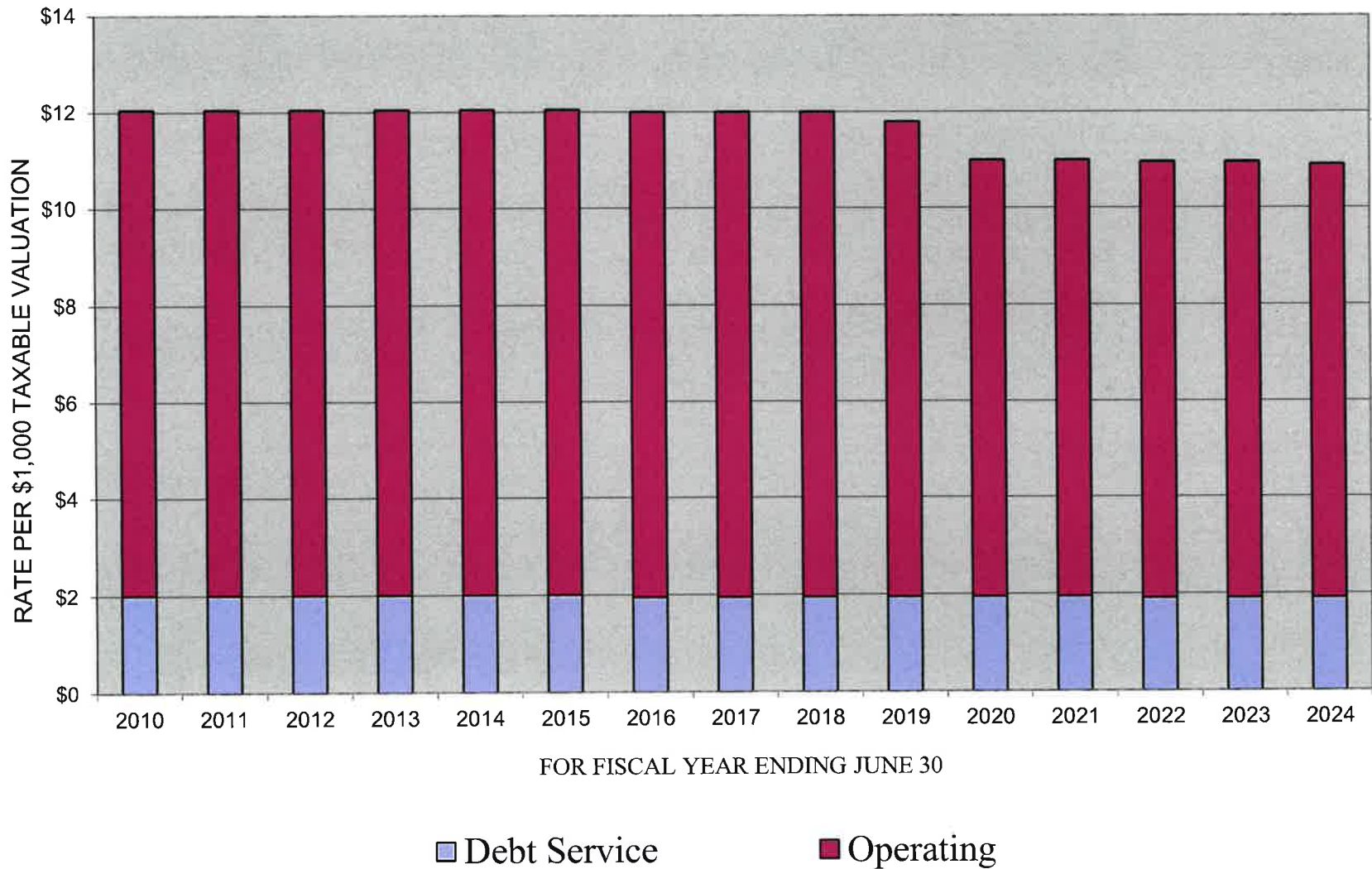
	Actual FY 2022-23	Budget FY 2023-24	Actual FY 2022-23	Budget FY 2023-24
Assessed Valuation	\$ 100,000	\$ 100,000	\$ 150,000	\$ 150,000
Rollback %	54.1302%	54.6501%	54.1302%	54.6501%
Taxable Value	\$ 54,130	\$ 54,650	\$ 81,195	\$ 81,975
City Tax Rate per \$1,000	\$ 10.95000	\$ 10.90000	\$ 10.95000	\$ 10.90000
Gross City Tax	\$ 592.73	\$ 595.69	\$ 889.09	\$ 893.53
Less: City Share of Homestead Tax Credit	\$ (58.00)	\$ (58.00)	\$ (58.00)	\$ (58.00)
Total City Property Tax	\$ 534.73	\$ 537.69	\$ 831.09	\$ 835.53
Assessed Valuation	\$ 200,000	\$ 200,000	\$ 250,000	\$ 250,000
Rollback %	54.1302%	54.6501%	54.1302%	54.6501%
Taxable Value	\$ 108,260	\$ 109,300	\$ 135,326	\$ 136,625
City Tax Rate per \$1,000	\$ 10.95000	\$ 10.90000	\$ 10.95000	\$ 10.90000
Gross City Tax	\$ 1,185.45	\$ 1,191.37	\$ 1,481.81	\$ 1,489.22
Less: City Share of Homestead Tax Credit	\$ (58.00)	\$ (58.00)	\$ (58.00)	\$ (58.00)
Total City Property Tax	\$ 1,127.45	\$ 1,133.37	\$ 1,423.81	\$ 1,431.22
Assessed Valuation	\$ 300,000	\$ 300,000	\$ 350,000	\$ 350,000
Rollback %	54.1302%	54.6501%	54.1302%	54.6501%
Taxable Value	\$ 162,391	\$ 163,950	\$ 189,456	\$ 191,275
City Tax Rate per \$1,000	\$ 10.95000	\$ 10.90000	\$ 10.95000	\$ 10.90000
Gross City Tax	\$ 1,778.18	\$ 1,787.06	\$ 2,074.54	\$ 2,084.90
Less: City Share of Homestead Tax Credit	\$ (58.00)	\$ (58.00)	\$ (58.00)	\$ (58.00)
Total City Property Tax	\$ 1,720.18	\$ 1,729.06	\$ 2,016.54	\$ 2,026.90
Assessed Valuation	\$ 400,000	\$ 400,000	\$ 450,000	\$ 450,000
Rollback %	54.1302%	54.6501%	54.1302%	54.6501%
Taxable Value	\$ 216,521	\$ 218,600	\$ 243,586	\$ 245,925
City Tax Rate per \$1,000	\$ 10.95000	\$ 10.90000	\$ 10.95000	\$ 10.90000
Gross City Tax	\$ 2,370.90	\$ 2,382.74	\$ 2,667.27	\$ 2,680.59
Less: City Share of Homestead Tax Credit	\$ (58.00)	\$ (58.00)	\$ (58.00)	\$ (58.00)
Total City Property Tax	\$ 2,312.90	\$ 2,324.74	\$ 2,609.27	\$ 2,622.59
Assessed Valuation	\$ 500,000	\$ 500,000	\$ 550,000	\$ 550,000
Rollback %	54.1302%	54.6501%	54.1302%	54.6501%
Taxable Value	\$ 270,651	\$ 273,251	\$ 297,716	\$ 300,576
City Tax Rate per \$1,000	\$ 10.95000	\$ 10.90000	\$ 10.95000	\$ 10.90000
Gross City Tax	\$ 2,963.63	\$ 2,978.43	\$ 3,259.99	\$ 3,276.27
Less: City Share of Homestead Tax Credit	\$ (58.00)	\$ (58.00)	\$ (58.00)	\$ (58.00)
Total City Property Tax	\$ 2,905.63	\$ 2,920.43	\$ 3,201.99	\$ 3,218.27

Calculation of City Property Tax Dollars for West Des Moines Commercial Property

	Actual			Budget FY 2023-24			Actual			Budget FY 2023-24		
	FY 2022-23	1st \$150k	Over \$150k	FY 2022-23	1st \$150k	Over \$150k	FY 2022-23	1st \$150k	Over \$150k	FY 2022-23	1st \$150k	Over \$150k
Assessed Valuation	\$ 500,000	\$ 150,000	\$ 350,000	\$ 1,000,000	\$ 150,000	\$ 850,000	\$ 1,000,000	\$ 150,000	\$ 850,000	\$ 1,000,000	\$ 150,000	\$ 850,000
Rollback %	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%
Taxable Value	\$ 450,000	\$ 81,975	\$ 315,000	\$ 900,000	\$ 81,975	\$ 765,000	\$ 900,000	\$ 81,975	\$ 765,000	\$ 900,000	\$ 81,975	\$ 765,000
City Tax Rate per \$1,000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000
		\$ 894	\$ 3,434		\$ 894	\$ 8,339		\$ 894	\$ 8,339		\$ 894	\$ 8,339
Total City Property Tax	\$ 4,928		\$ 4,327	\$ 9,855		\$ 9,232	\$ 9,855		\$ 9,232	\$ 9,855		\$ 9,232
Assessed Valuation	\$ 5,000,000	\$ 150,000	\$ 4,850,000	\$ 10,000,000	\$ 150,000	\$ 9,850,000	\$ 10,000,000	\$ 150,000	\$ 9,850,000	\$ 10,000,000	\$ 150,000	\$ 9,850,000
Rollback %	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%
Taxable Value	\$ 4,500,000	\$ 81,975	\$ 4,365,000	\$ 9,000,000	\$ 81,975	\$ 8,865,000	\$ 9,000,000	\$ 81,975	\$ 8,865,000	\$ 9,000,000	\$ 81,975	\$ 8,865,000
City Tax Rate per \$1,000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000
		\$ 894	\$ 47,579		\$ 894	\$ 96,629		\$ 894	\$ 96,629		\$ 894	\$ 96,629
Total City Property Tax	\$ 49,275		\$ 48,472	\$ 98,550		\$ 97,522	\$ 98,550		\$ 97,522	\$ 98,550		\$ 97,522
Assessed Valuation	\$ 15,000,000	\$ 150,000	\$ 14,850,000	\$ 20,000,000	\$ 150,000	\$ 19,850,000	\$ 20,000,000	\$ 150,000	\$ 19,850,000	\$ 20,000,000	\$ 150,000	\$ 19,850,000
Rollback %	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%
Taxable Value	\$ 13,500,000	\$ 81,975	\$ 13,365,000	\$ 18,000,000	\$ 81,975	\$ 17,865,000	\$ 18,000,000	\$ 81,975	\$ 17,865,000	\$ 18,000,000	\$ 81,975	\$ 17,865,000
City Tax Rate per \$1,000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000
		\$ 894	\$ 145,679		\$ 894	\$ 194,729		\$ 894	\$ 194,729		\$ 894	\$ 194,729
Total City Property Tax	\$ 147,825		\$ 146,572	\$ 197,100		\$ 195,622	\$ 197,100		\$ 195,622	\$ 197,100		\$ 195,622
Assessed Valuation	\$ 25,000,000	\$ 150,000	\$ 24,850,000	\$ 30,000,000	\$ 150,000	\$ 29,850,000	\$ 30,000,000	\$ 150,000	\$ 29,850,000	\$ 30,000,000	\$ 150,000	\$ 29,850,000
Rollback %	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%
Taxable Value	\$ 22,500,000	\$ 81,975	\$ 22,365,000	\$ 27,000,000	\$ 81,975	\$ 26,865,000	\$ 27,000,000	\$ 81,975	\$ 26,865,000	\$ 27,000,000	\$ 81,975	\$ 26,865,000
City Tax Rate per \$1,000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000
		\$ 894	\$ 243,779		\$ 894	\$ 292,829		\$ 894	\$ 292,829		\$ 894	\$ 292,829
Total City Property Tax	\$ 246,375		\$ 244,672	\$ 295,650		\$ 293,722	\$ 295,650		\$ 293,722	\$ 295,650		\$ 293,722
Assessed Valuation	\$ 35,000,000	\$ 150,000	\$ 34,850,000	\$ 40,000,000	\$ 150,000	\$ 39,850,000	\$ 40,000,000	\$ 150,000	\$ 39,850,000	\$ 40,000,000	\$ 150,000	\$ 39,850,000
Rollback %	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%
Taxable Value	\$ 31,500,000	\$ 81,975	\$ 31,365,000	\$ 36,000,000	\$ 81,975	\$ 35,865,000	\$ 36,000,000	\$ 81,975	\$ 35,865,000	\$ 36,000,000	\$ 81,975	\$ 35,865,000
City Tax Rate per \$1,000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000
		\$ 894	\$ 341,879		\$ 894	\$ 390,929		\$ 894	\$ 390,929		\$ 894	\$ 390,929
Total City Property Tax	\$ 344,925		\$ 342,772	\$ 394,200		\$ 391,822	\$ 394,200		\$ 391,822	\$ 394,200		\$ 391,822
Assessed Valuation	\$ 45,000,000	\$ 150,000	\$ 44,850,000	\$ 50,000,000	\$ 150,000	\$ 49,850,000	\$ 50,000,000	\$ 150,000	\$ 49,850,000	\$ 50,000,000	\$ 150,000	\$ 49,850,000
Rollback %	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%	90.0000%	54.6501%	90.0000%
Taxable Value	\$ 40,500,000	\$ 81,975	\$ 40,365,000	\$ 45,000,000	\$ 81,975	\$ 44,865,000	\$ 45,000,000	\$ 81,975	\$ 44,865,000	\$ 45,000,000	\$ 81,975	\$ 44,865,000
City Tax Rate per \$1,000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000	\$ 10.95000	\$ 10.90000	\$ 10.90000
		\$ 894	\$ 439,979		\$ 894	\$ 489,029		\$ 894	\$ 489,029		\$ 894	\$ 489,029
Total City Property Tax	\$ 443,475		\$ 440,872	\$ 492,750		\$ 489,922	\$ 492,750		\$ 489,922	\$ 492,750		\$ 489,922

CITY OF WEST DES MOINES

PROPERTY TAX RATES



Historical West Des Moines Property Tax Rates

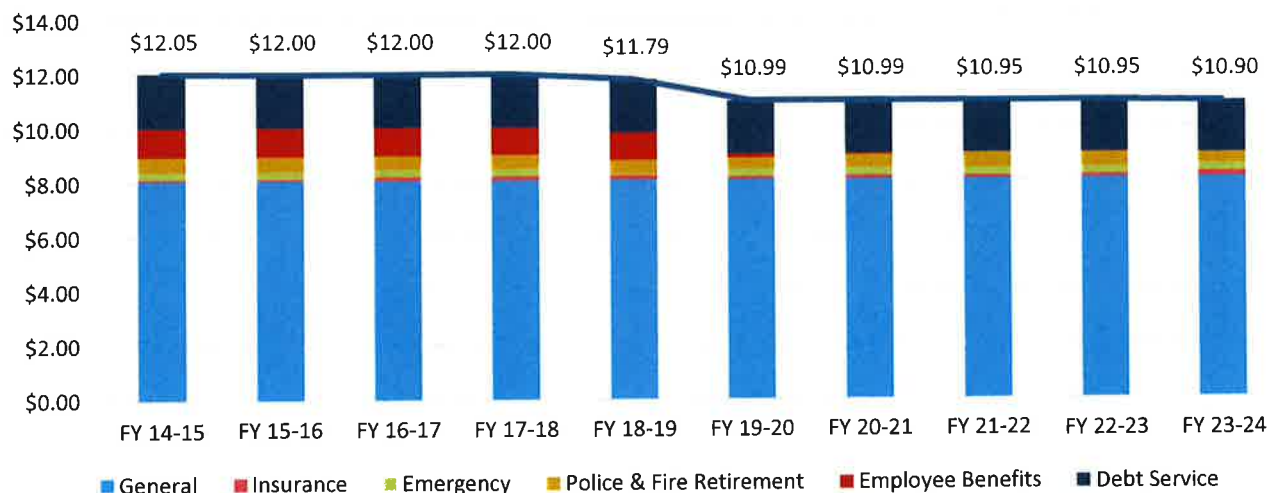
	Fiscal Year				
	2019-2020	2020-2021	2021-2022	2022-2023	2023-24
Property Tax Levy Rates					
General	\$ 8.10000	\$ 8.10000	\$ 8.10000	\$ 8.10000	\$ 8.10000
Insurance	0.11457	0.13145	0.11448	0.12698	0.19901
Emergency	0.27000	0.27000	0.27000	0.27000	0.27000
Police & Fire Retirement	0.40431	0.48085	0.55218	0.52602	0.42099
Other Employee Benefits	0.15112	0.05770	0.00334	0.01700	-
Debt Service	1.95000	1.95000	1.91000	1.91000	1.91000
Total Property Tax Levy Rate	\$ 10.99000	\$ 10.99000	\$ 10.95000	\$ 10.95000	\$ 10.90000
Increase (Decrease)	\$ (0.80)	\$ -	\$ (0.04000)	\$ -	\$ (0.05000)

Other Levy Rates					
Ag Land	\$ 3.00375	\$ 3.00375	\$ 3.00375	\$ 3.00375	\$ 3.00375

Property Tax Dollars By Levy					
General	\$ 41,916,749	\$ 43,564,906	\$ 45,467,771	\$ 47,624,646	\$ 48,987,619
Insurance	592,913	707,010	642,636	746,597	1,203,583
Emergency	1,397,225	1,452,164	1,515,592	1,587,470	1,632,921
Ag Land	20,242	21,219	21,023	19,425	18,547
Police & Fire Retirement	2,092,292	2,586,183	3,099,545	3,092,717	2,546,086
Other Employee Benefits	782,008	310,333	18,748	100,012	-
Debt Service	11,177,523	11,875,190	12,238,204	12,860,993	13,930,031
Total Property Tax Dollars	\$ 57,978,952	\$ 60,517,005	\$ 63,003,519	\$ 66,031,860	\$ 68,318,787

Other Tax Rates					
Hotel/Motel Tax	7.00%	7.00%	7.00%	7.00%	7.00%
Cable Television Franchise Tax	3.00%	3.00%	3.00%	3.00%	3.00%
Electric Utility Franchise Tax	-	-	-	-	-
Natural Gas Utility Franchise Tax	-	-	-	-	-
Local Option Sales Tax	1.00%	1.00%	1.00%	1.00%	1.00%
State Sales Tax	6.00%	6.00%	6.00%	6.00%	6.00%

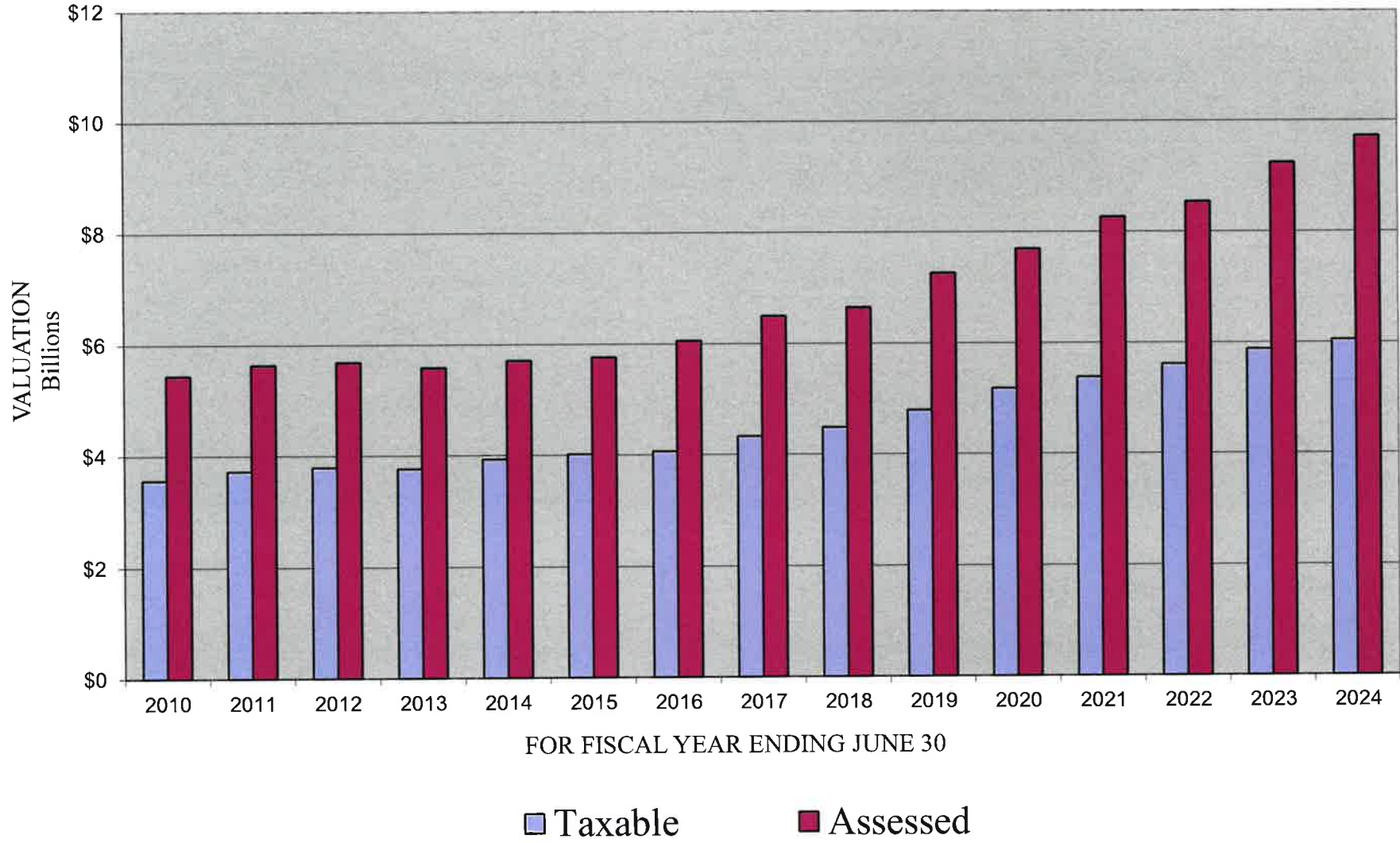
Property Tax Levy History



CITY OF WEST DES MOINES

PROPERTY VALUATIONS

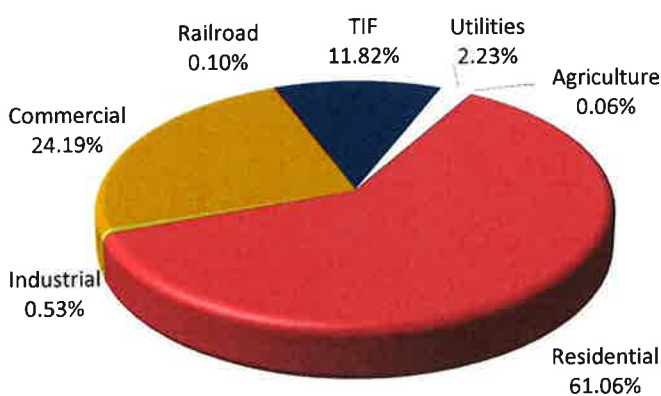
TIF Valuations Not Included



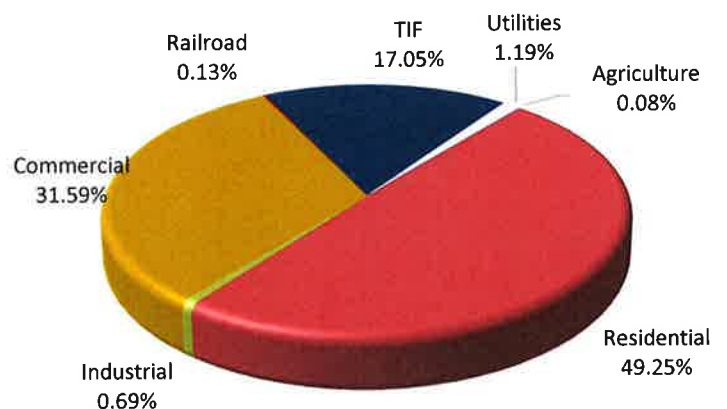
Property Tax Valuations and Rollback Rates

Property Tax Classification	January 1, 2021 - Fiscal Year 2022-2023			January 1, 2022 - Fiscal Year 2023-2024			
	100% Value	Taxable Value	Rollback %	100% Value	Taxable Value	Rollback %	Taxable % Change
Residential	\$ 5,814,651,563	\$ 3,075,431,583	54.1302%	\$ 6,738,161,230	\$ 3,596,623,218	54.6501%	3.24%
Multi-Residential	646,872,225	408,264,323	63.7500%	Now Classified as Residential			-
Commercial	2,572,924,080	2,266,645,488	90.0000%	2,670,009,464	2,306,943,408	90.0000%	1.78%
Industrial	55,269,803	49,627,093	90.0000%	58,528,172	50,557,504	90.0000%	1.87%
Railroads	10,303,778	9,273,400	90.0000%	10,938,298	9,788,089	90.0000%	5.55%
Utilites-Gas & Electric	141,550,375	67,912,484	-	244,862,894	85,231,065	-	25.50%
Utilites-Other	5,244,699	5,244,699	-	1,385,155	1,385,155	-	-73.59%
Sub-Total	\$ 9,246,816,523	\$ 5,882,399,070		\$ 9,723,885,213	\$ 6,050,528,439		2.86%
Less: Military	(2,813,188)	(2,813,188)	-	(2,674,288)	(2,674,288)	-	-4.94%
Total Regular Valuation	\$ 9,244,003,335	\$ 5,879,585,882	-	\$ 9,721,210,925	\$ 6,047,854,151	-	2.86%
Tax Increment	875,531,002	853,923,295	-	1,304,765,388	1,245,355,758	-	45.84%
Debt Service Valuation	\$ 10,119,534,337	\$ 6,733,509,177	-	\$ 11,025,976,313	\$ 7,293,209,909	-	8.31%
Agricultural Land	\$ 7,262,670	\$ 6,466,779	89.0412%	\$ 6,737,538	\$ 6,174,459	91.6430%	2.92%
Grand Total	\$ 10,126,797,007	\$ 6,739,975,956	-	\$ 11,032,713,851	\$ 7,299,384,368	-	8.30%

**TOTAL VALUATION BY PROPERTY CLASS
FY 2023-24**



**TAXABLE VALUATION BY PROPERTY CLASS
FY 2023-24**



CITY OF WEST DES MOINES

EMPLOYEE COMPLEMENT

	Budget 2020-21	Budget 2021-22	Budget 2022-23	Budget 2023-24	Change From 2022-23
<u>Community Enrichment</u>					
Diversity, Equity, & Inclusion	1.00	1.00	1.00	1.00	-
Human Services	10.00	10.00	9.50	9.50	-
Library	31.00	32.50	32.50	32.50	-
Parks & Recreation	24.00	26.00	26.00	27.00	1.00
Sub-total Community Enrichment	66.00	69.50	69.00	70.00	1.00
<u>Public Safety</u>					
Emergency Medical Services	66.45	66.20	70.20	59.70	(10.50)
Fire Department	74.00	74.00	76.00	79.50	3.50
Police Department	99.00	99.00	102.00	104.00	2.00
Westcom Dispatch	36.30	36.30	40.30	39.30	(1.00)
WestPet Animal Control	4.00	4.00	-	-	-
Sub-total Public Safety	279.75	279.50	288.50	282.50	(6.00)
<u>Public Services</u>					
Community & Economic Development	5.00	5.00	6.00	6.00	-
Development Services	20.00	20.00	20.00	20.00	-
Engineering Services	21.00	22.00	22.00	22.00	-
Public Services	73.00	80.00	86.00	88.00	2.00
Sub-total Public Services	119.00	127.00	134.00	136.00	2.00
<u>Support Services</u>					
City Manager's Office	5.00	5.00	5.00	5.00	-
City Clerk	3.00	3.00	3.00	3.00	-
Finance	8.75	8.75	8.75	9.75	1.00
Human Resources	6.50	7.50	7.50	7.50	-
Information Technology Services	18.00	18.00	18.00	18.00	-
Legal	5.00	5.00	5.00	6.00	1.00
Sub-total Public Services	46.25	47.25	47.25	49.25	2.00
Total Full-time Employees	511.00	523.25	538.75	537.75	(1.00)
<u>Authorized Personnel by Fund</u>					
General Funds	449.61	459.76	469.76	468.76	(1.00)
Special Revenue Funds	1.19	1.29	1.79	1.79	-
Enterprise Funds	60.20	62.20	67.20	67.20	-
Total Authorized Personnel	511.00	523.25	538.75	537.75	(1.00)
<u>Authorized Personnel by Bargaining Unit</u>					
Non-Union	212.00	217.50	248.00	254.00	6.00
Union	299.00	305.75	290.75	283.75	(7.00)
Total Authorized Personnel	511.00	523.25	538.75	537.75	(1.00)

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

DATE: April 17, 2023

ITEM:

Public Hearing (5:35 p.m.)
SE Adams Street - Veterans Parkway to SE Orilla Road

FINANCIAL IMPACT:

The revised (per addendum and mathematical errors) Engineering Estimate of Construction Cost was estimated to be \$1,027,693.00 (originally \$1,028,330.30) for SE Adams Street - Veterans Parkway to SE Orilla Road. There were five (5) bids submitted with the low bid of \$730,273.50 being submitted by Alliance Construction Group, LLC of Urbandale, IA. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Tax Increment Financing (TIF) revenue collected from within the Alluvion Urban Renewal Area TIF. 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:

The project includes 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 is being constructed as part of separate project and is tentatively scheduled to be completed mid-year 2023. Construction access to the water tower site as well as to each of the abutting residences will be maintained throughout the roadway construction. The project is anticipated to be completed by October 29, 2023.

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for SE Adams Street - Veterans Parkway to SE Orilla Road;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Alliance Construction Group, LLC.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	March 31, 2023

SUBCOMMITTEE INFORMED (if applicable)

Committee	Public Services
Date Informed	April 10, 2023
No Deliberation or Action Taken	

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT, AND ESTIMATE OF COST**

WHEREAS, on March 20, 2023, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

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

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law.

therefore,

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

PASSED AND APPROVED on this 17th day of April, 2023.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION APPROVING THE AWARDING OF A CONTRACT

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

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

and,

WHEREAS, bids have been received and opened by the City Clerk and placed on file by the City Council; and

WHEREAS, the bid of Alliance Construction Group, LLC in the amount of \$730,273.50 was the lowest responsible bid received for said public improvement;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for SE Adams Street - Veterans Parkway to SE Orilla Road is hereby awarded to Alliance Construction Group, LLC in the amount of \$730,273.50 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

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

PASSED AND ADOPTED on this **17th** day of **April, 2022**.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**BID TABULATION - SHEET 1 of 2**

SE ADAMS STREET - VETERANS PARKWAY TO SE ORILLA ROAD
 WEST DES MOINES, IOWA
 PROJECT NO. 0510-078-2021
 BID LETTING DATE: APRIL 5, 2023 - 2:00 PM
 BID LETTING LOCATION: CITY HALL, 4200 MILLS CIVIC PARKWAY, WEST DES MOINES, IA 50265



ITEM NO.	ITEM CODE	CONSTRUCTION ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		ALLIANCE CONSTRUCTION GROUP		ABSOLUTE GROUP	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
DIVISION 2 - EARTHWORK										
2.01	2010-A	CLEARING AND GRUBBING	UNIT	653	\$ 27.00	\$ 17,631.00	\$ 13.75	\$ 8,978.75	\$ 15.00	\$ 9,795.00
2.02	2010-B	CLEARING AND GRUBBING	AC	2.50	\$ 4,000.00	\$ 10,000.00	\$ 1,600.00	\$ 4,000.00	\$ 100.00	\$ 250.00
2.03	2010-D	TOPSOIL, ON-SITE	CY	1698	\$ 40.00	\$ 67,920.00	\$ 11.00	\$ 18,678.00	\$ 13.25	\$ 22,498.50
2.04	2010-D	TOPSOIL, OFF-SITE	CY	601	\$ 60.00	\$ 36,060.00	\$ 17.50	\$ 10,517.50	\$ 51.00	\$ 30,651.00
2.05	2010-E	EXCAVATION, CL 10, WASTE	CY	305	\$ 40.00	\$ 12,200.00	\$ 15.25	\$ 4,651.25	\$ 16.00	\$ 4,880.00
2.06	2010-E	EXCAVATION, CL 10, ROADWAY AND BORROW	CY	3670	\$ 40.00	\$ 146,800.00	\$ 5.25	\$ 19,267.50	\$ 6.00	\$ 22,020.00
2.07	2010-E	EMBANKMENT IN PLACE, CONTRACTOR FURNISHED	CY	684	\$ 50.00	\$ 34,200.00	\$ 15.00	\$ 10,260.00	\$ 21.25	\$ 14,535.00
2.08	2010-G	SUBGRADE PREPARATION, 9 IN.	SY	4557	\$ 2.50	\$ 11,392.50	\$ 2.75	\$ 12,531.75	\$ 3.50	\$ 15,949.50
2.09	2010-H	SUBGRADE TREATMENT, 2X CEMENT	SY	1139	\$ 10.00	\$ 11,390.00	\$ 14.75	\$ 16,800.25	\$ 3.00	\$ 3,417.00
2.10	2010-H	CEMENT (2% AT 110 PCF)	TON	8.5	\$ 60.00	\$ 510.00	\$ 275.00	\$ 2,337.50	\$ 245.00	\$ 2,082.50
2.11	2010-J	SUBBASE, MODIFIED, 4 IN.	CY	488	\$ 40.00	\$ 19,520.00	\$ 60.00	\$ 29,280.00	\$ 70.50	\$ 34,404.00
2.12	2010-J	REMOVAL OF KNOWN PIPE CULVERT, RCP, < 36 IN.	LF	190	\$ 20.00	\$ 3,800.00	\$ 27.00	\$ 5,130.00	\$ 22.00	\$ 4,180.00
DIVISION 4 - SEWERS AND DRAINS										
4.01	4020-A-1	STORM SEWER GRAVITY MAIN, TRENCHED, RCP 20000 (CLASS III), 15 IN.	LF	386	\$ 120.00	\$ 46,320.00	\$ 82.00	\$ 31,692.00	\$ 83.00	\$ 32,038.00
4.02	4020-A-1	STORM SEWER GRAVITY MAIN, TRENCHED, RCP 20000 (CLASS III), 18 IN.	LF	177	\$ 160.00	\$ 28,320.00	\$ 83.00	\$ 14,691.00	\$ 87.50	\$ 15,487.50
4.03	4030-B	PIPE APRON, CONCRETE, DR-201, 15 IN.	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 2,900.00	\$ 2,900.00	\$ 3,350.00	\$ 3,350.00
4.04	4030-B	PIPE APRON, CONCRETE, DR-201, 18 IN.	EACH	1	\$ 1,600.00	\$ 1,600.00	\$ 3,100.00	\$ 3,100.00	\$ 3,850.00	\$ 3,850.00
4.05	4040-A	SUBDRAIN, TYPE 1, 6 IN.	LF	2085	\$ 30.00	\$ 62,550.00	\$ 19.25	\$ 40,136.25	\$ 23.20	\$ 48,372.00
4.06	4040-D	SUBDRAIN CONNECTION TO INTAKE DR STORM SEWER	EACH	13	\$ 300.00	\$ 3,900.00	\$ 450.00	\$ 5,850.00	\$ 455.00	\$ 5,915.00
DIVISION 5 - WATER MAINS AND APPURTENANCES										
5.01	5020-F	VALVE BOX ADJUSTMENT, MINOR	EACH	8	\$ 300.00	\$ 2,400.00	\$ 825.00	\$ 6,600.00	\$ 550.00	\$ 4,400.00
5.02	5020-I	FIRE HYDRANT ADJUSTMENT	EACH	2	\$ 4,000.00	\$ 8,000.00	\$ 3,100.00	\$ 6,200.00	\$ 2,985.00	\$ 5,970.00
5.03	5020-J	FIRE HYDRANT RELOCATION	EACH	1	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,115.00	\$ 5,115.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS										
6.01	6010-A	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	1	\$ 15,000.00	\$ 15,000.00	\$ 6,100.00	\$ 6,100.00	\$ 5,750.00	\$ 5,750.00
6.02	6010-B	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503	EACH	1	\$ 6,000.00	\$ 6,000.00	\$ 7,900.00	\$ 7,900.00	\$ 7,500.00	\$ 7,500.00
6.03	6010-B	INTAKE, DOUBLE GRATE, SW-505	EACH	5	\$ 6,000.00	\$ 30,000.00	\$ 5,325.00	\$ 27,625.00	\$ 6,255.00	\$ 31,275.00
6.04	6010-B	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506	EACH	3	\$ 7,600.00	\$ 22,800.00	\$ 9,400.00	\$ 28,200.00	\$ 9,990.00	\$ 29,970.00
6.05	6010-H	REMOVE EXISTING MANHOLE	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,150.00	\$ 1,150.00
DIVISION 7 - STREETS AND RELATED WORK										
7.01	7010-A	PAVEMENT, PCC, 6 IN. REINFORCED	SY	3781	\$ 70.00	\$ 264,670.00	\$ 63.00	\$ 238,203.00	\$ 65.00	\$ 245,765.00
7.02	7030-E	SIDEWALK, PCC, 4 IN.	SY	106	\$ 60.00	\$ 6,360.00	\$ 63.00	\$ 6,678.00	\$ 70.00	\$ 7,420.00
7.03	7030-E	SIDEWALK, PCC, 6 IN.	SY	56	\$ 80.00	\$ 4,480.00	\$ 87.00	\$ 4,872.00	\$ 100.00	\$ 5,600.00
7.04	7030-H-1	DRIVEWAY, PAVED, PCC, 6 IN.	SY	168	\$ 70.00	\$ 11,760.00	\$ 85.00	\$ 14,280.00	\$ 80.00	\$ 13,440.00
7.05	7030-H-1	DRIVEWAY, PAVED, PCC, 8 IN. REINFORCED	SY	65	\$ 120.00	\$ 7,800.00	\$ 96.00	\$ 6,240.00	\$ 110.00	\$ 7,150.00
7.06	7030-H-2	DRIVEWAY, GRANULAR	TON	31	\$ 50.00	\$ 1,550.00	\$ 37.00	\$ 1,147.00	\$ 54.00	\$ 1,674.00
7.07	7030-H-2	DRIVEWAY, GRANULAR (TEMPORARY ACCESS)	TON	548	\$ 50.00	\$ 27,400.00	\$ 50.00	\$ 27,400.00	\$ 41.00	\$ 22,468.00
7.08	7040-H	PAVEMENT REMOVAL	SY	13	\$ 20.00	\$ 260.00	\$ 120.00	\$ 1,560.00	\$ 49.00	\$ 637.00
DIVISION 8 - TRAFFIC CONTROL AND SIGNALIZATION										
8.01	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00	\$ 17,000.00	\$ 17,000.00
DIVISION 9 - SITE WORK AND LANDSCAPING										
9.01	9010-A	CONVENTIONAL SEEDING, TYPE 1, FERTILIZING, AND MULCHING	AC	2.90	\$ 4,000.00	\$ 11,600.00	\$ 3,100.00	\$ 8,990.00	\$ 6,000.00	\$ 17,400.00
9.02	9040-A-1	SWPPP PREPARATION	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00	\$ 1,500.00	\$ 1,500.00
9.03	9040-A-2	SWPPP MANAGEMENT	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,100.00	\$ 2,100.00	\$ 3,600.00	\$ 3,600.00
9.04	9040-D-1	FILTER SOCK, 12 IN.	LF	193	\$ 5.00	\$ 965.00	\$ 2.50	\$ 482.50	\$ 4.00	\$ 772.00
9.05	9040-D-2	FILTER SOCK, 12 IN., MAINTENANCE AND REMOVAL	LF	209	\$ 2.00	\$ 418.00	\$ 0.75	\$ 156.75	\$ 2.00	\$ 418.00
9.06	9040-3-0	EROSION STONE	TON	32	\$ 50.00	\$ 1,600.00	\$ 70.00	\$ 2,240.00	\$ 78.00	\$ 2,496.00
9.07	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF	1982	\$ 3.50	\$ 6,937.00	\$ 1.50	\$ 2,973.00	\$ 2.00	\$ 3,964.00
9.08	9040-N-2	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	159	\$ 1.00	\$ 159.00	\$ 1.00	\$ 159.00	\$ 0.10	\$ 15.90
9.09	9040-N-3	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	2141	\$ 0.50	\$ 1,070.50	\$ 0.50	\$ 1,070.50	\$ 0.10	\$ 214.10
9.10	9040-O-2	HYDROMULCHING	AC	2.90	\$ 4,000.00	\$ 11,600.00	\$ 1,900.00	\$ 5,510.00	\$ 3,000.00	\$ 8,700.00
9.11	9040-T-1	INLET PROTECTION DEVICE, SEDIMENT FILTER BAG	EACH	17	\$ 200.00	\$ 3,400.00	\$ 175.00	\$ 2,975.00	\$ 200.00	\$ 3,400.00
9.12	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EACH	17	\$ 50.00	\$ 850.00	\$ 30.00	\$ 510.00	\$ 25.00	\$ 425.00
DIVISION 11 - MISCELLANEOUS										
11.01	11010-A	CONSTRUCTION SURVEY	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 17,000.00	\$ 17,000.00	\$ 20,000.00	\$ 20,000.00
11.02	11030-A-1	MAINTENANCE OF POSTAL SERVICE	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,100.00	\$ 1,100.00	\$ 10,000.00	\$ 10,000.00
11.03	11030-A-2	REMOVAL OF EXISTING MAILBOXES	EACH	4	\$ 50.00	\$ 200.00	\$ 325.00	\$ 1,300.00	\$ 300.00	\$ 1,200.00
11.04	11030-A-3	INSTALLATION OF MAILBOXES	EACH	4	\$ 100.00	\$ 400.00	\$ 325.00	\$ 1,300.00	\$ 300.00	\$ 1,200.00
11.05	11030-B	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
11.06	11050-A	CONCRETE WASHOUT	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
					TOTAL	\$ 1,027,693.00		\$ 730,273.50		\$ 769,624.00



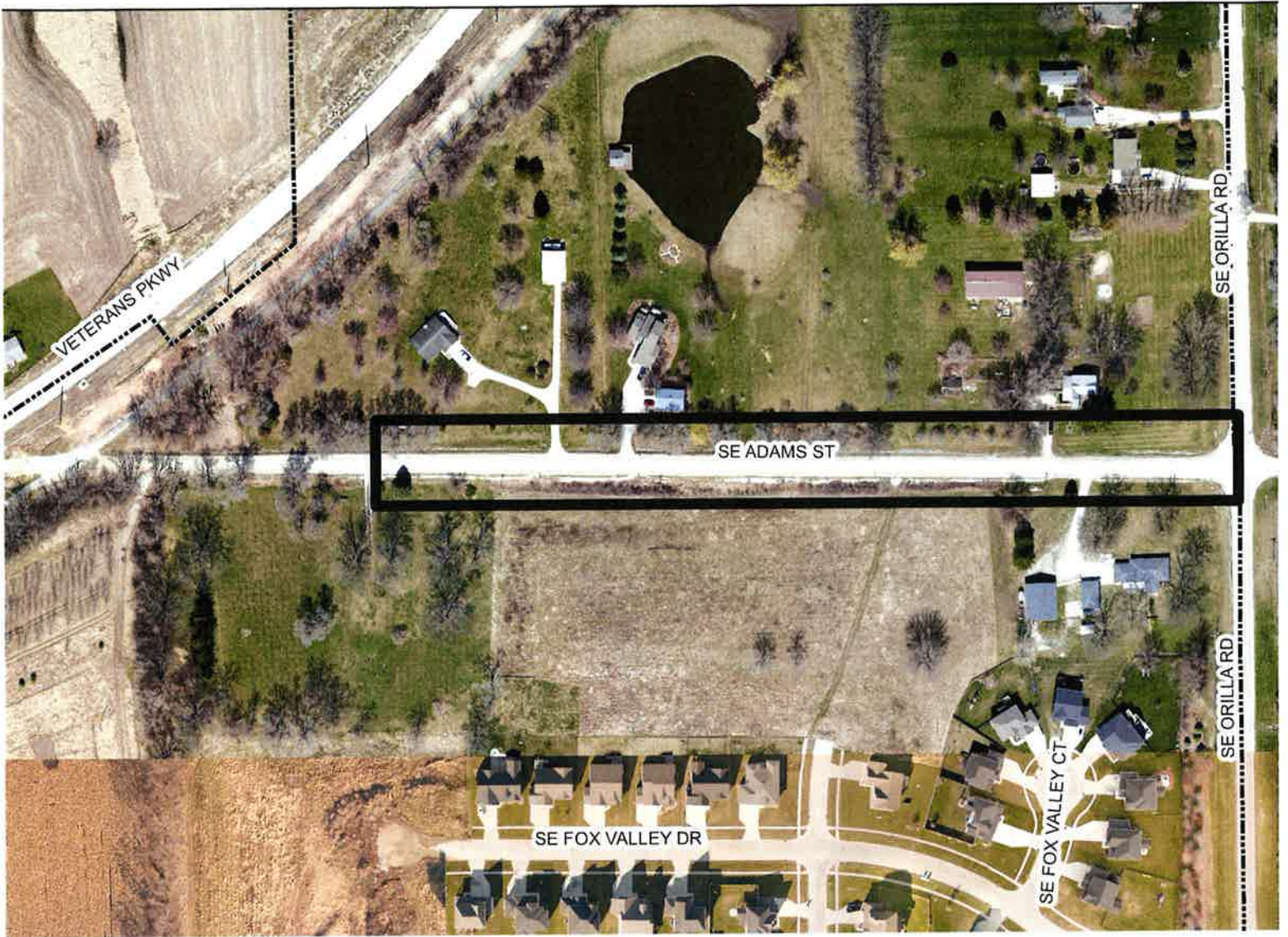
BID TABULATION - SHEET 2 of 2

SE ADAMS STREET - VETERANS PARKWAY TO SE ORILLA ROAD
WEST DES MOINES, IOWA
PROJECT NO. 0510-078-201
BID LETTING DATE: APRIL 5, 2023 - 2:00 PM
BID LETTING LOCATION: CITY HALL, 4200 MILLS CIVIC PARKWAY, WEST DES MOINES, IA 50265

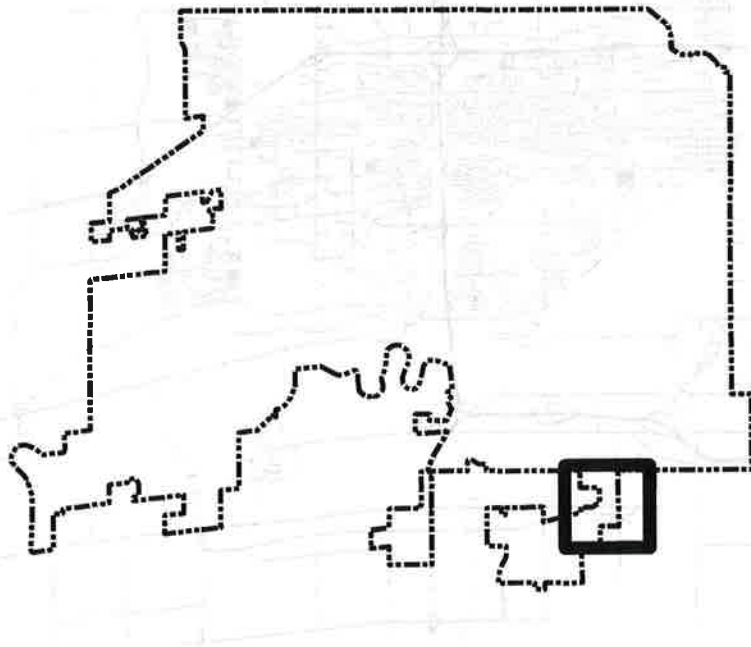


Table with columns: ITEM NO., ITEM CODE, CONSTRUCTION ITEM, UNIT, QUANTITY, UNIT PRICE, AMOUNT, and sub-columns for CORELL CONTRACTOR, ALL-STAR CONCRETE, and CONCRETE TECHNOLOGY, INC. (UNIT PRICE, AMOUNT). Rows include divisions for Earthwork, Sewers and Drains, Water Mains and Appurtenances, Structures for Sanitary and Storm Sewers, Streets and Related Work, Traffic Control and Signalization, Site Work and Landscaping, and Miscellaneous.

Professional Engineer seal for Heidi J. Lane, P23539, Iowa. Includes a signature line with the name Heidi Lane and a date of 4/5/2023. Text below the seal reads: '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.' Below the signature line, it says 'My license renewal date is December 31, 2023.' and 'License No. P23539'. At the bottom, it says 'Pages or sheets covered by this seal: ALL SHEETS'.

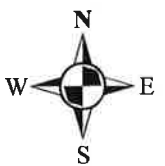


VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

SE Adams Street

LOCATION:

Veterans Parkway to SE Orilla Road

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: April 17, 2023

ITEM:

Public Hearing (5:35 p.m.)
2022 Channel Repair Program

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost was estimated to be \$332,161.30 for the 2022 Channel Repair Program. There were five (5) bids submitted with the low bid of \$227,842.90 being submitted by Wenthold Excavating, LLC of Elkhart, IA. Payments will be made from account no. 660.000.000.5250.490 with the ultimate funding intended to come from Stormwater Fee Revenue.

BACKGROUND:

The project involves repairing deteriorated storm sewer infrastructure, impaired streambanks, and protecting sanitary sewer infrastructure at seven (7) locations throughout the City of West Des Moines. To repair storm sewer infrastructure, work includes removing and replacing failed flared end sections and installing outlet protection including revetment stone to protect the storm sewer and prevent erosion. To repair stream banks, the work includes revetment stone placement, including excavation, to reinforce and inhibit further erosion of the streambank areas adjacent to City infrastructure. To protect sanitary sewer infrastructure, the work includes encasement of sanitary sewer pipe and revetment stone placement, including excavation. Associated site work improvements include erosion controls, clearing and grubbing, surface restoration, seeding, removal and replacement of sidewalk and trail pavement, and other related work. The project is anticipated to be completed by July 31, 2023 at Site 6 (along Jordan Creek west of 60th Street in coordination with a Parks trail repair project) and by September 30, 2023 at the remaining sites.

The City has never worked with Wenthold Excavating, LLC in a general contractor role, but has worked with them multiple times over the last several years as a subcontractor on other City projects. City Staff feel confident that Wenthold Excavating, LLC is capable of completing this project as intended.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for the 2022 Channel Repair Program;
- Motion receiving and filing Report of Bids;
- Resolution waiving bid irregularities and awarding the construction contract to Wenthold Excavating, LLC.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	March 31, 2023

SUBCOMMITTEE INFORMED (if applicable)

Committee	Public Services
Date Informed	April 10, 2023
No Deliberation or Action Taken	

RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST

WHEREAS, on March 20, 2023, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**2022 Channel Repair Program
Project No. 0510-006-2022**

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law.

therefore,

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

PASSED AND APPROVED on this 17th day of April, 2023.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION APPROVING THE AWARDING OF A CONTRACT

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**2022 Channel Repair Program
Project No. 0510-006-2022**

and,

WHEREAS, bids have been received and opened by the City Clerk and placed on file by the City Council; and

WHEREAS, mathematical errors were noted on two of the bids that were received; and

WHEREAS, the mathematical errors noted were not material; and

WHEREAS, the bid of Wenthold Excavating, LLC in the amount of \$227,842.90 was the lowest responsible bid received for said public improvement;

therefore,

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, waives the irregularities in the bids that were received.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the 2022 Channel Repair Program is hereby awarded to Wenthold Excavating, LLC in the amount of \$227,842.90 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

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

PASSED AND ADOPTED on this 17th day of April, 2023.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



BID TABULATION

PROJECT: 2022 CHANNEL REPAIR PROGRAM (0510-006-2022)
 LOCATION OF PROJECT: West Des Moines
 WHKS PROJECT #: 9571
 LETTING DATE-TIME-LOCATION: April 5, 2023 - 2:00 PM - City Hall Suite 2E - West Des Moines
 PREPARED BY: WHKS & Co



Item No.	Item	Unit	Quantity	Engineer's Opinion		Wenthold Excavating, LLC		RW Excavating Solutions, LC		Jel Drain Services, LLC		Dirty30 Excavating & Trucking LLC		MPS Engineers, P.C.	
				Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
DIVISION 2 - EARTHWORK															
2.1	CLASS 10 EXCAVATION, BORROW	CY	80	\$100.00	\$8,000.00	\$45.00	\$3,600.00	\$45.00	\$3,600.00	\$18.00	\$1,440.00	\$50.00	\$4,000.00	\$112.00	\$8,960.00
2.2	CLASS 10 EXCAVATION, WASTE	CY	85	\$100.00	\$8,500.00	\$45.00	\$3,825.00	\$45.00	\$3,825.00	\$26.00	\$2,210.00	\$30.00	\$2,550.00	\$112.00	\$9,520.00
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION															
3.1	SPECIAL PIPE EMBEDMENT OR ENCASEMENT	LF	57	\$700.00	\$39,900.00	\$150.00	\$8,550.00	\$450.00	\$25,650.00	\$450.00	\$25,650.00	\$700.00	\$39,900.00	\$872.00	\$49,304.00
DIVISION 4 - SEWERS AND DRAINS															
4.1	PIPE APRON, CONCRETE, 15 INCH DIA	EACH	3	\$4,000.00	\$12,000.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	\$3,800.00	\$11,400.00	\$6,000.00	\$18,000.00	\$3,800.00	\$10,800.00
4.2	PIPE APRON, CONCRETE, 18 INCH DIA	EACH	1	\$4,500.00	\$4,500.00	\$2,250.00	\$2,250.00	\$2,500.00	\$2,500.00	\$3,900.00	\$3,900.00	\$7,000.00	\$7,000.00	\$4,200.00	\$4,200.00
4.3	FOOTINGS FOR CONCRETE PIPE APRONS	EACH	4	\$2,500.00	\$10,000.00	\$1,250.00	\$5,000.00	\$1,100.00	\$4,400.00	\$1,250.00	\$5,000.00	\$1,700.00	\$6,800.00	\$2,500.00	\$10,000.00
DIVISION 7 - STREETS AND RELATED WORK															
7.1	REMOVE AND REPLACE SHARED USE PATH, PCC, 6" - REINFORCED	SY	22.2	\$280.00	\$6,216.00	\$180.00	\$3,996.00	\$140.00	\$3,108.00	\$65.00	\$1,443.00	\$500.00	\$11,100.00	\$256.00	\$5,683.20
7.2	REMOVE AND REPLACE SIDEWALK, PCC, 4"	SY	8.9	\$240.00	\$2,136.00	\$170.00	\$1,513.00	\$120.00	\$1,068.00	\$80.00	\$704.00	\$600.00	\$5,340.00	\$238.00	\$2,118.20
DIVISION 8 - TRAFFIC CONTROL															
8.1	TEMPORARY TRAFFIC CONTROL	LS	1.00	\$15,000.00	\$15,000.00	\$15,500.00	\$15,500.00	\$3,000.00	\$3,000.00	\$7,800.00	\$7,800.00	\$4,500.00	\$4,500.00	\$12,000.00	\$12,000.00
DIVISION 9 - SITE WORK AND LANDSCAPING															
9.1	CONVENTIONAL SEEDING, SEEDING, FERTILIZING AND MULCHING	ACRE	1.1	\$7,750.00	\$8,525.00	\$13,500.00	\$14,850.00	\$7,000.00	\$7,700.00	\$8,500.00	\$9,350.00	\$5,650.00	\$6,215.00	\$8,000.00	\$8,800.00
9.2	FILTER SOCKS, 12 INCH	LF	200.0	\$5.00	\$1,000.00	\$12.00	\$2,400.00	\$4.00	\$800.00	\$9.00	\$1,800.00	\$5.00	\$1,000.00	\$5.00	\$1,000.00
9.3	FILTER SOCKS, REMOVAL	LF	200.0	\$1.50	\$300.00	\$3.00	\$600.00	\$1.00	\$200.00	\$5.00	\$1,000.00	\$2.00	\$400.00	\$1.00	\$200.00
9.4	TEMPORARY RECP, TYPE 1 D	SY	378	\$8.00	\$3,024.00	\$4.00	\$1,512.00	\$3.00	\$1,132.80	\$8.00	\$3,024.00	\$7.00	\$2,643.20	\$8.00	\$3,024.00
9.5	RIP RAP, CLASS B REVETMENT	TON	326	\$125.00	\$40,750.00	\$100.00	\$32,600.00	\$90.00	\$29,340.00	\$105.00	\$34,188.00	\$88.00	\$28,848.00	\$112.00	\$36,464.00
9.6	RIP RAP, CLASS E REVETMENT	TON	720.4	\$125.00	\$90,050.00	\$100.00	\$72,040.00	\$90.00	\$64,836.00	\$100.00	\$72,040.00	\$88.00	\$63,395.20	\$112.00	\$80,684.80
9.7	STABILIZED CONSTRUCTION ENTRANCE	SY	280.1	\$35.00	\$9,803.50	\$45.00	\$12,604.50	\$20.00	\$5,602.00	\$50.00	\$14,005.00	\$45.00	\$12,604.50	\$28.00	\$7,842.80
9.8	EROSION CONTROL, MULCHING, HYDROMULCHING	ACRE	1.1	\$4,500.00	\$4,950.00	\$6,000.00	\$6,600.00	\$3,000.00	\$3,300.00	\$6,500.00	\$7,150.00	\$400.00	\$440.00	\$3,200.00	\$3,520.00
9.9	TURF REINFORCEMENT MATS, TYPE 2	SD	5.8	\$90.00	\$504.00	\$115.00	\$664.00	\$100.00	\$580.00	\$85.00	\$493.00	\$850.00	\$3,840.00	\$500.00	\$2,800.00
9.10	CROSS VANE	EACH	2.0	\$5,000.00	\$10,000.00	\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00	\$8,000.00	\$16,000.00	\$17,000.00	\$34,000.00	\$4,500.00	\$9,000.00
DIVISION 11 - MISCELLANEOUS															
11.1	MOBILIZATION	LS	1.00	\$55,000.00	\$55,000.00	\$25,000.00	\$25,000.00	\$60,000.00	\$60,000.00	\$26,000.00	\$26,000.00	\$25,000.00	\$25,000.00	\$64,000.00	\$64,000.00
11.2	CONCRETE WASHOUT	LS	1	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00
TOTAL PROJECT CONSTRUCTION COSTS					\$332,161.30		\$227,842.90		\$233,085.80		\$245,794.80		\$260,280.70		\$319,921.00

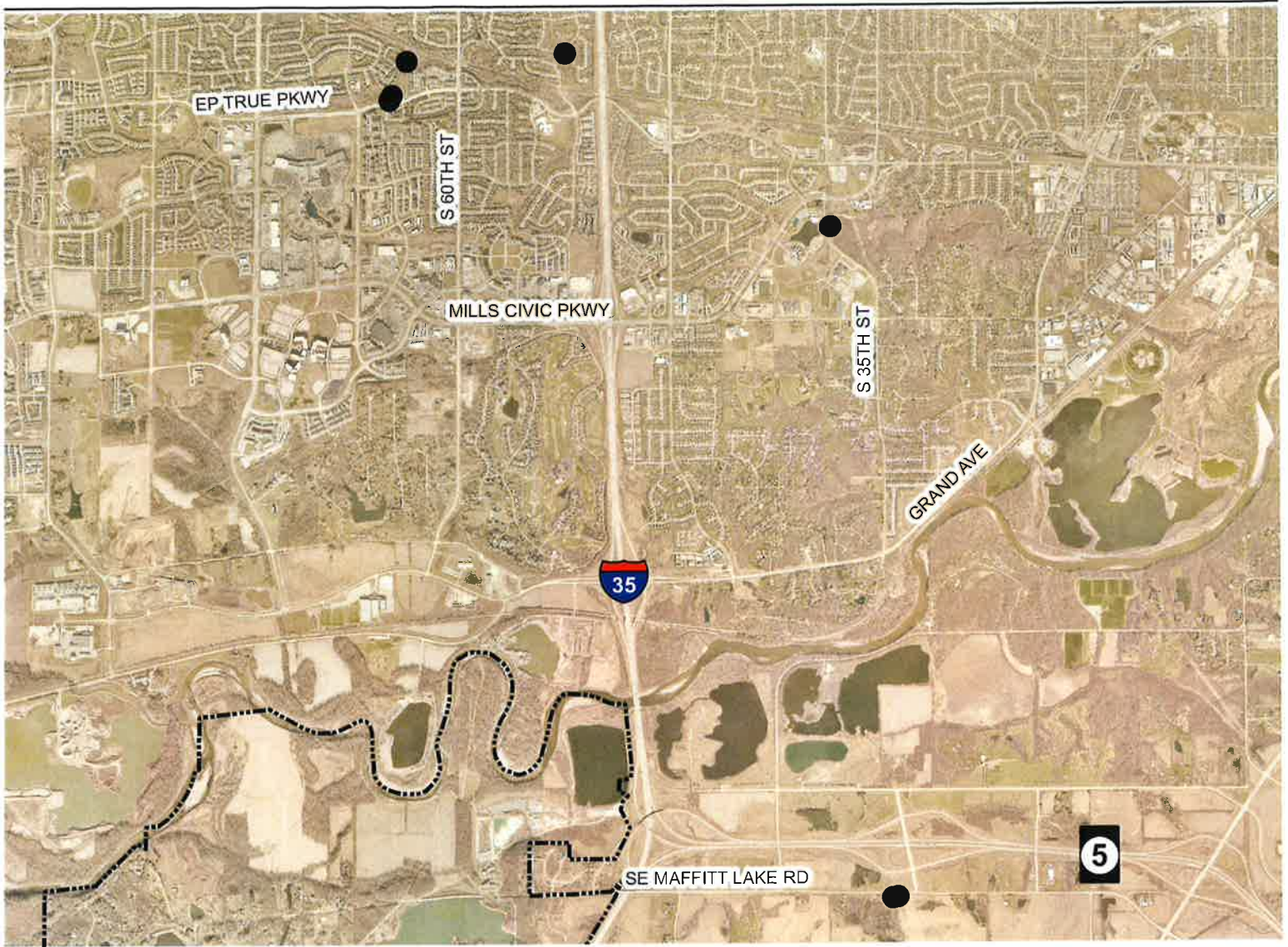
Note: Proposal shows incorrect Project Total price of \$245,794.00. Extended prices are correct.

Note: Proposal shows incorrect Project Total price of \$300,259.90. Extended prices are correct.

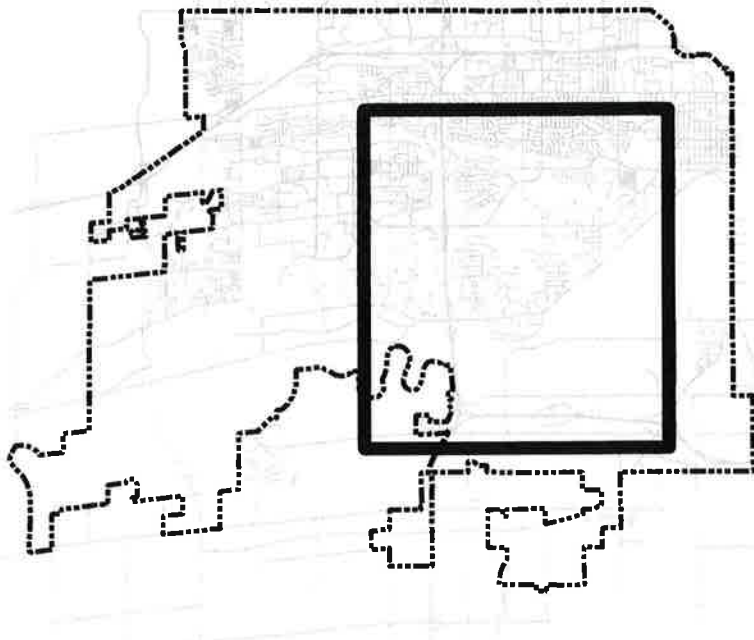


I hereby certify that this is a true and correct tabulation of the bids received on April 5th, 2023 for the 2022 Channel Repair Program in West Des Moines, Iowa, and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Casey V. Faber
 Casey V. Faber
 License Number: 22263
 My license renewal date is December 31, 2023
 Pages covered by this seal: All Pages



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

2022 Channel Repair Program

LOCATION:

Exhibit 'A'

DRAWN BY: JPM

DATE: 3/7/2023

PROJECT NUMBER/NAME: 0510-006-2022

SHT. 1 of 1

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

DATE: April 17, 2023

ITEM:

Public Hearing (5:35 p.m.)
2022 Median Renovations Program

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost was estimated to be \$252,762.00 for the 2022 Median Renovations Program. There were four (4) bids submitted with the low bid of \$243,820.00 being submitted by Brothers Cleaning Corporation dba Brothers Concrete of Des Moines, IA. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds. The project is expected to utilize FY 21-22 funding in the amount of \$100,000, FY 22-23 funding in the amount of \$100,000, and anticipated FY 23-24 funding in the amount of \$100,000.

BACKGROUND:

The project involves removing and reconstructing portions of the Portland cement concrete (PCC) medians along Mills Civic Parkway from South 77th Street to South Jordan Creek Parkway and east of I-35 to South 51st Street. The project includes traffic control, PCC pavement removal and placement, stained PCC placement, cleaning and re-sealing limestone blocks in medians, cleaning and re-sealing colored concrete in medians, and related restoration. The project is anticipated to be completed by September 30, 2023.

Brothers Concrete has not completed any previous work for the City of West Des Moines and City Staff have no previous experience working with them. Brothers Concrete has recently completed similar median renovations for the City of Des Moines and the City of Ames. Both municipalities were contacted and both provided positive feedback with regards to Brothers Concrete performance on these other projects. The City of Des Moines even recently entered into another contract with Brothers Concrete for roadway reconstruction. Based on these background checks, City Staff recommend awarding the construction contract to Brothers Concrete.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for the 2022 Median Renovations Program;
- Motion receiving and filing Report of Bids;
- Resolution waiving bid irregularities and awarding the construction contract to Brothers Cleaning Corporation dba Brothers Concrete.

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	AA

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	March 31, 2023

SUBCOMMITTEE INFORMED (if applicable)

Committee	Public Services
Date Informed	April 10, 2023
No Deliberation or Action Taken	

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT, AND ESTIMATE OF COST**

WHEREAS, on March 20, 2023, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**2022 Median Renovations Program
Project No. 0510-032-2022**

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law.

therefore,

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

PASSED AND APPROVED on this 17th day of April, 2023.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION APPROVING THE AWARDING OF A CONTRACT

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**2022 Median Renovations Program
Project No. 0510-032-2022**

and,

WHEREAS, bids have been received and opened by the City Clerk and placed on file by the City Council; and

WHEREAS, the Bid Bonds that were received from I-80 Concrete Design, LLC and Brothers Cleaning Corporation dba Brothers Concrete were submitted in the same envelope as the Proposals; and

WHEREAS, the Proposal from I-80 Concrete Design, LLC did not include an addendum acknowledgement form, even though there were no addenda issued for the project; and

WHEREAS, the irregularities noted were not material; and

WHEREAS, the bid of Brothers Cleaning Corporation dba Brothers Concrete in the amount of \$243,820.00 was the lowest responsible bid received for said public improvement;

therefore,

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, waives the irregularities in the bids that were received.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the 2022 Median Renovations Program is hereby awarded to Brothers Cleaning Corporation dba Brothers Concrete in the amount of \$243,820.00 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

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

PASSED AND ADOPTED on this 17th day of April, 2023.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



PROJECT: 2022 MEDIAN RENOVATIONS PROGRAM (0510-032-2022)
 LOCATION OF PROJECT: West Des Moines
 WHKS PROJECT #: 9666
 LETTING DATE-TIME-LOCATION: April 5, 2023 - 2:00 PM - City Hall Suite 2E - West Des Moines
 PREPARED BY: WHKS & Co.



Item No.	Item	Unit	Quantity	Engineer's Opinion		Brothers Concrete*		Concrete Connection, LLC		MPS Engineers, PC dba Kingston Services, PC		I-80 Concrete Design, LLC**	
				Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
DIVISION 7 - STREETS AND RELATED WORK													
7.01	CLASS 10 EXCAVATION, BORROW	SY	948.00	\$109.00	\$102,384.00	\$112.00	\$106,176.00	\$100.00	\$94,800.00	\$132.00	\$125,136.00	\$132.00	\$125,136.00
7.02	CONCRETE MEDIAN, 8 IN. CLASS C	SY	626.00	\$118.00	\$73,868.00	\$118.00	\$73,868.00	\$125.00	\$78,250.00	\$142.00	\$88,892.00	\$140.00	\$87,640.00
7.03	CONCRETE MEDIAN, 8 IN. CLASS C, COLORED AND STAMPED	SY	102.00	\$155.00	\$15,810.00	\$135.00	\$13,770.00	\$235.00	\$23,970.00	\$212.00	\$21,624.00	\$210.00	\$21,420.00
7.04	PAVEMENT REMOVAL	SY	948.00	\$25.00	\$23,700.00	\$22.00	\$20,856.00	\$30.00	\$28,440.00	\$24.00	\$22,752.00	\$50.00	\$47,400.00
DIVISION 8 - TRAFFIC CONTROL													
8.1	TEMPORARY TRAFFIC CONTROL	LS	1.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$14,039.00	\$14,039.00	\$20,000.00	\$20,000.00	\$19,250.00	\$19,250.00
DIVISION 11 - MISCELLANEOUS													
11.01	CONCRETE WASHOUT	LS	1.00	\$5,000.00	\$5,000.00	\$3,800.00	\$3,800.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
NON-SUDAS ITEMS													
	LIMESTONE BLOCK CLEANING AND SEALING	LS	1.00	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$12,000.00	\$12,000.00	\$2,000.00	\$2,000.00
	EXISTING STAMPED CONCRETE SEALING	LS	1.00	\$2,000.00	\$2,000.00	\$1,850.00	\$1,850.00	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
TOTAL PROJECT CONSTRUCTION COSTS					\$252,762.00		\$243,820.00		\$249,999.00		\$299,904.00		\$309,346.00

*Proposal and Bid Bond were submitted in one envelope together.

**Proposal and Bid Bond were submitted in one envelope together. Also, no addendum page was included, though there were no addendums for this project.

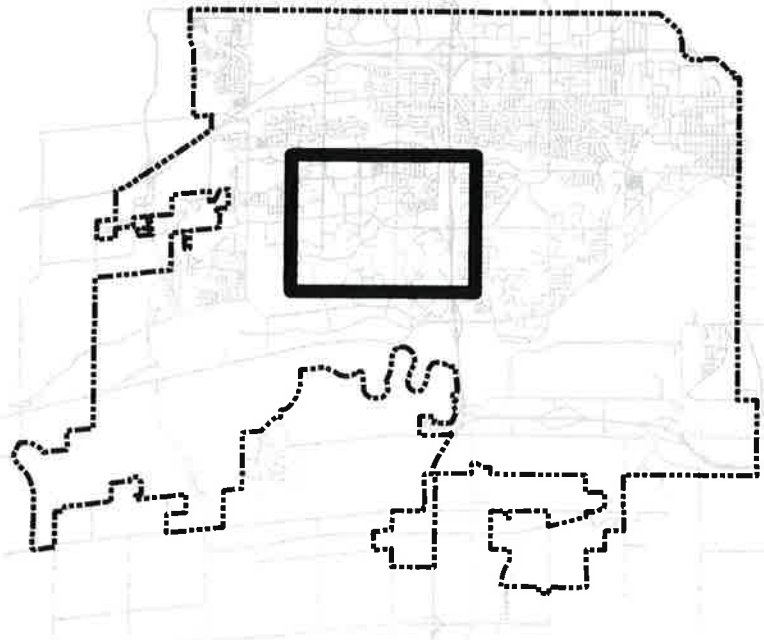


I hereby certify that this is a true and correct tabulation of the bids received on March 2nd, 2023 for the 2023 Channel Repair Program in West Des Moines, Iowa, and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Jeffrey J. Hauss, P.E.
 License Number: 20295
 My license renewal date is December 31, 2024
 Pages covered by this seal: All Pages



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

2022 Median Renovations Program

LOCATION:

Exhibit "A"

DRAWN BY: JPM

DATE: 3/7/2023

PROJECT NUMBER/NAME: 0510-032-2022

SHT. 1 of 1

**CITY OF WEST DES MOINES
STAFF REPORT COMMUNICATION**

Meeting Date: April 17, 2023

ITEM: Plat of Survey Parcel 2023-21, 830 1st Street – Approve Plat of Survey to create a 0.35-acre parcel for future development, First Street, Limited Partnership – POS-005955-2023

RESOLUTION: Approval and Release of Plat-of-Survey

Background: Rick Baumhover with Bishop Engineering, on behalf of the applicant and property owner, First Street, Limited Partnership, requests approval of a Plat of Survey for the 0.66-acre property located at 830 1st Street. The applicant proposes to create a 0.35-acre parcel from the original parcel to split the lot for the future development of the north portion of the lot.

Staff Review & Comment:

- **Financial Impact:** There is no city involvement in the intended development.
- **Traffic Analysis Findings:** Traffic Impact Studies are not conducted for Plats of Survey but instead are completed at the time of the associated Preliminary Plat within the subdivision process.
- **Plat of Survey Approval:** This Plat of Survey is for future development of the north portion of the lot only. No improvements shall be made on the property until such time that the property is developed. Additionally, approval of this Plat of Survey does not release the current or future property owner(s) of responsibility of providing/constructing public improvements required of the property and associated development. In the event the intended development of the property does not occur, no building permits shall be issued for any structures within the property until such time that all public improvements necessary to serve the property are completed or surety provided, all other financial obligations including Sanitary, Water, and Storm Water Connection Fee District fees, as applicable are fulfilled and executed legal documents provided.

Outstanding Issues: There are no outstanding issues.

Recommendation: Approve the Plat of Survey, subject to the applicant meeting all City Code requirements, and the following conditions of approval:

1. The applicant and property owner acknowledging and agreeing that approval of this Plat of Survey is for splitting the lot only and that the current or future property owner(s) remains responsible for any public improvements required of the property.

Lead Staff Member: Brian Portz

Approval Meeting Dates:

Planning and Zoning Commission	n/a
City Council	April 17, 2023

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 

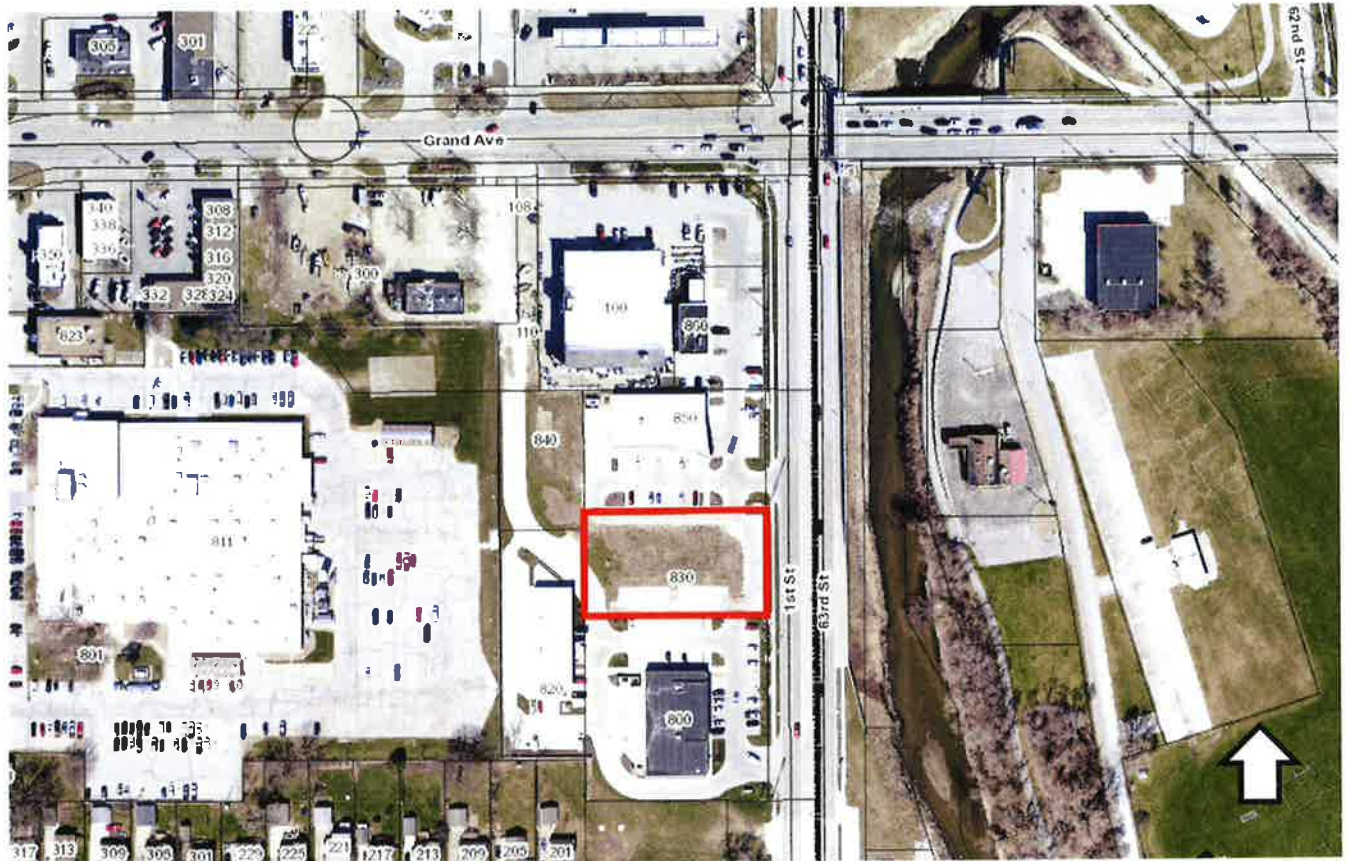
Publications (if applicable)

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	3/20/23
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

Location Map



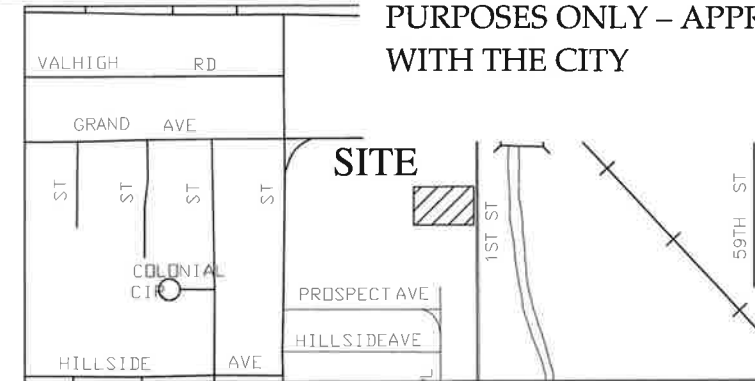
PLANS INCLUDED ARE FOR ILLUSTRATIVE PURPOSES ONLY – APPROVED PLANS ON FILE WITH THE CITY

PARCEL 2023-21 DESCRIPTION:

A RECTANGLE SHAPED PORTION OF LOT 6 VAL-GATE, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N00°12'23"W ALONG THE WEST LINE OF SAID LOT 6, A DISTANCE OF 67.50 FEET; THENCE N90°00'00"E, A DISTANCE OF 224.65 FEET TO THE EAST LINE OF SAID LOT 6; THENCE S00°02'50"W ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 67.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE S90°00'00"W ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 224.35 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

SAID TRACT CONTAINS 15,154 SQUARE FEET.



VICINITY MAP
SCALE: NOT TO SCALE

INDEX LEGEND
 Location: Lot 6 VAL-GATE Polk County, Iowa
 Owner/Requestor : First Street LP
 Surveyor: Larry D Hyler, PLS
 Company: Bishop Engineering, 3501 104th St.
 Urbandale, IA 50322 (Ph) 515-276-0467

LEGEND:

- PROPERTY CORNER - FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP ID # 12386 OR AS NOTED
- PROPERTY CORNER- PLACED 5/8" IRON ROD WITH YELLOW PLASTIC CAP ID # 14775 OR AS NOTED
- M MEASURED DISTANCE
- () PREVIOUSLY RECORDED
- ROW RIGHT OF WAY
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- YPC YELLOW PLASTIC CAP
- (XXX) STREET ADDRESS

OWNER:

FIRST STREET LP
 C/O DML MANAGEMENT
 3928 140TH ST.
 URBANDALE, IA 50322
 CHAD MANDELBAUM
 (PH) 602-391-8555

ZONING:

1ST STREET REDEVELOPMENT
 PUD, WITH UNDERLYING ZONING
 OF COMMUNITY COMMERCIAL
 (CMC).

LAND USE:

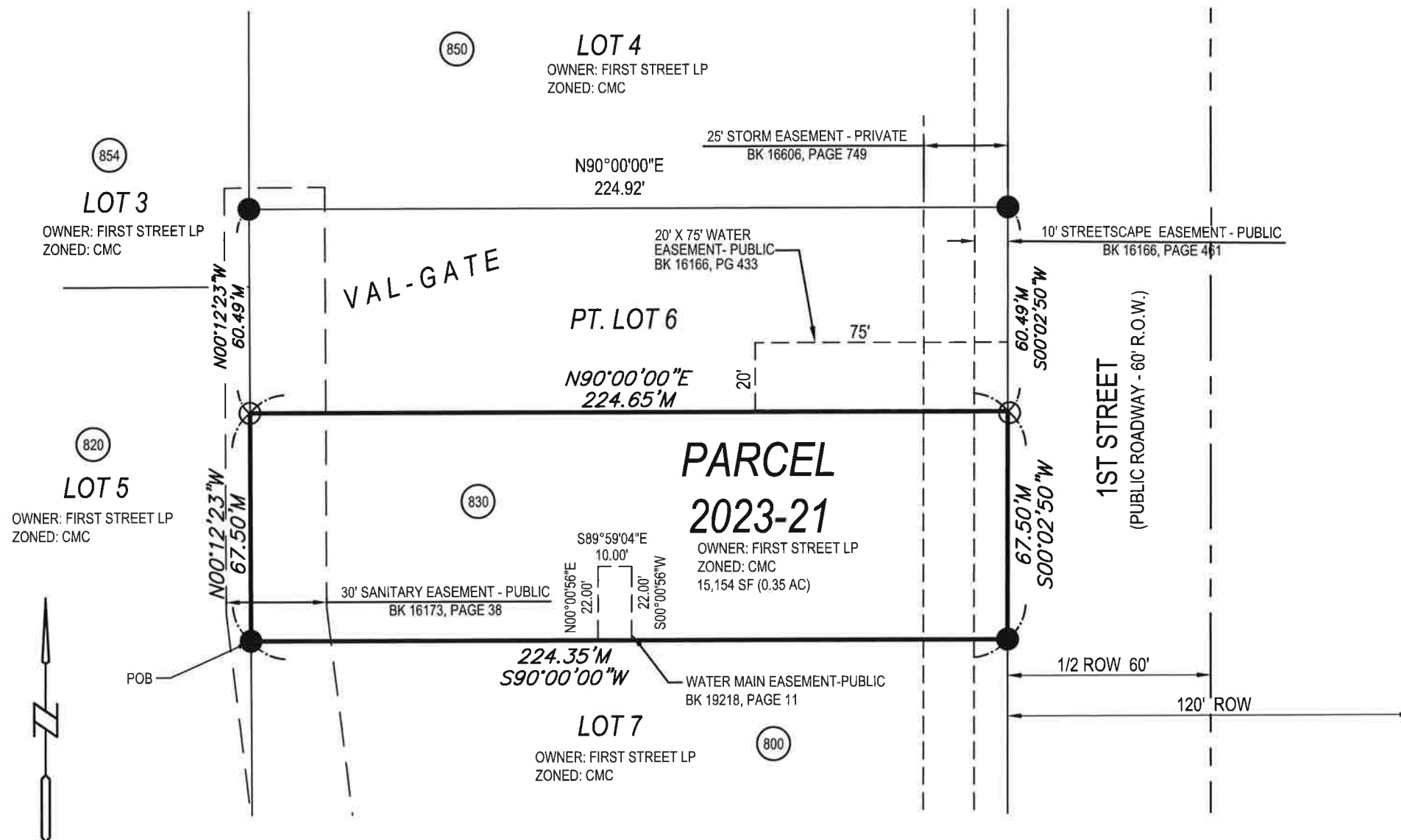
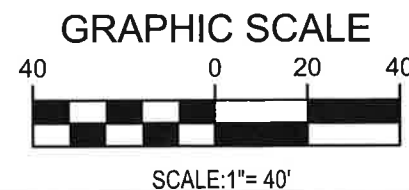
CMC (COMMUNITY COMMERCIAL)

ORIGINAL PARCEL DESCRIPTION:

LOT 6 VAL-GATE, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA; AREA OF 28,751 SF (0.66 AC).

NOTE:

1. SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE OPINION. EASEMENTS MAY EXIST THAT ARE NOT SHOWN.
2. BASIS OF BEARING OBTAINED FROM GPS OBSERVATIONS, DATUM = NAD 83, IOWA SOUTH.
3. THE ERROR OF CLOSURE IS WITHIN THE ALLOWABLE LIMITS (1:10,000 FOR BOUNDARY, 1:5,000 FOR INDIVIDUAL LOTS).



FLOOD CERTIFICATION:

THIS PROPERTY IS LOCATED IN ZONE X, PARTLY IN AN AREA WITH REDUCED FLOOD RISK DUE TO LEVEE, AND PARTLY IN AREA OF MINIMAL FLOOD HAZARD, AS SHOWN ON THE FIRM (FLOOD INSURANCE RATE MAP) ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) COMMUNITY PANEL No. 19153C0329F WITH AN EFFECTIVE DATE OF FEBRUARY 1, 2019.



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, 2024
 PAGES OR SHEETS COVERED BY THIS SEAL: 1 OF 1



PARCEL 2023-21
830 1ST ST., WEST DES MOINES
PLAT OF SURVEY

REFERENCE NUMBER:
210436

DRAWN BY:
JG

PROJECT NUMBER:
230060

SHEET NUMBER:
1 OF 1

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 #

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING AND RELEASING PLAT-OF-SURVEY CREATING PARCEL 2023-21 FOR THE PURPOSE OF SPLITTING THE LOT FOR FUTURE DEVELOPMENT

WHEREAS, pursuant to the provisions of Title 9, Zoning and Title 10, Subdivision Regulations, of the West Des Moines Municipal Code, the applicant and property owner, First Street, Limited Partnership, request approval of a Plat of Survey for the 0.66-acre property located at 830 1st Street and legally described in attached Exhibit 'B'. The applicant proposes to split the lot creating a 0.35-acre parcel for the future development of the north portion of the lot; 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;

WHEREAS, this Plat of Survey complies with Iowa Code Chapters 354 and 414, the Comprehensive Plan and City Code; and

WHEREAS, on this day the City Council held a duly noticed meeting to consider the Plat-of-Survey application; and

WHEREAS, the public improvements, sureties, and legal documents required of the property subject of the Plat of Survey shall be provided at such time that the property is replatted; and

WHEREAS, the City Council assigned an address of 836 1st Street to Plat-of-Survey Parcel 2023-21; and

WHEREAS, property subject of this action is located within the 1st Street Redevelopment Planned Unit Development with underlying zoning of Community Commercial and meets all requirements of the City's Zoning Code.

NOW, THEREFORE, the City Council does approve the Plat of Survey creating Parcel(s) 2023-21 (Polk County) (POS-005955-2023), 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. This resolution does release the Plat-of-Survey for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said document for recordation.

PASSED AND ADOPTED on April 17, 2023.

Russ Trimble, 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 April 17, 2023, by the following vote.

Exhibit A: Conditions of Approval

1. The applicant and property owner acknowledging and agreeing that approval of this Plat of Survey is for splitting the lot only and that the current or future property owner(s) remains responsible for any public improvements required of the property.

Exhibit B: Legal Description

Original Parcel:

LOT 6 VAL-GATE, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA; AREA OF 28,751 SF (0.66 AC).

Plat of Survey Parcel Created:

A RECTANGLE SHAPED PORTION OF LOT 6 VAL-GATE, AN OFFICIAL PLAT, WEST DES MOINES, POLK COUNTY, IOWA, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N00°12'23"W ALONG THE WEST LINE OF SAID LOT 6, A DISTANCE OF 67.50 FEET; THENCE N90°00'00"E, A DISTANCE OF 224.65 FEET TO THE EAST LINE OF SAID LOT 6; THENCE S00°02'50"W ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 67.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE S90°00'00"W ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 224.35 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

SAID TRACT CONTAINS 15,154 SQUARE FEET.