

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: August 7, 2023

time: 5:30 P.M.

MAYOR	RUSS TRIMBLE	CITY MANAGER.....	TOM HADDEN
COUNCILMEMBER AT LARGE	RENEE HARDMAN	CITY CLERK.....	RYAN JACOBSON
COUNCILMEMBER AT LARGE	MATTHEW MCKINNEY	DEPUTY CITY CLERK...	JULIUS ARRINGTON
COUNCILMEMBER 1 ST WARD	KEVIN L. TREVILLYAN		
COUNCILMEMBER 2 ND WARD	GREG HUDSON		
COUNCILMEMBER 3 RD WARD.....	DOUG LOOTS		

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: 479 170 282#*

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 July 17, 2023 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. 515 bar&grill, LLC d/b/a Blue Shark Ale House, 165 South Jordan Creek Parkway, Suite 120 & 125 - Class C Retail Alcohol License with Outdoor Service - Renewal
 2. Foundry Distilling Company, LLC d/b/a Foundry Distilling Company, 111 South 11th Street, Suite 100 - Class C Retail Alcohol License Expansion of Outdoor Service - September 7-9, 2023
 3. Hy-Vee, Inc. d/b/a Hy-Vee Fast and Fresh #4, 665 South 51st Street - Class E Retail Alcohol License - Renewal
 4. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe #2, 1990 Grand Avenue (Cafe Area) - Class C Retail Alcohol License with Catering Privileges - Renewal
 5. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe #3, 1725 Jordan Creek Parkway (Cafe Area) - Class C Retail Alcohol License with Catering Privileges - Renewal

- 6. Des Moines Prime, LLC d/b/a Ruth's Chris Steak House, 950 Jordan Creek Parkway - Add Outdoor Service Privileges to Existing Class C Retail Alcohol License - New
- 7. Trader Joe's East, Inc. d/b/a Trader Joe's #721, 6305 Mills Civic Parkway, Suite 2111 - Class B Retail Alcohol License - New
- d. Motion - Approval of Parking on School Property Grass - 2023 Valley Stadium Events
- e. Motion - Approval of Special Event Lane Closure - Giles Street Block Party, August 26, 2023
- f. Motion - Approval of Settlement Agreement for Violation of Alcohol Law
- g. Motion - Approval of Purchase and Implementation of Distributed Antenna System at the MidAmerican Energy RecPlex and West Public Services Facility
- h. Motion - Approval to Sell Surplus City Equipment
- i. Motion - Approval of Agreement - Purchase of Natural Gas
- j. Motion - Approval of Change Orders:
 - 1. Blue Creek Stormwater Detention Facilities, #3
 - 2. 2023 HMA Resurfacing Program, #2
- k. Motion - Approval of Professional Services Agreement - 2023 Court Improvements Design
- l. Motion - Approval of Amendments to Professional Services Agreements:
 - 1. Grand Avenue West Segment 6DB Sewer Extension
 - 2. High Gate Sanitary Sewer (f/k/a Sunset Ridge Sewer)
- m. Resolution - Order Construction - MidAmerican Energy RecPlex Operational Improvements
- n. Resolution - Approval of Professional Services Agreement - Mills Civic Parkway Widening, South 81st Street to South 88th Street
- o. Resolution - Establish Public Hearing Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property - Mills Civic Parkway, Sugar Creek and Fox Creek Crossings
- p. Resolution - Approval and Acceptance of Permanent Storm Sewer Easement - SE Maffitt Lake Road Water Main Project
- q. Resolution - Approval of Request for Proposals - Lease of City-Owned Property at 217 5th Street, Suite 102

5. Old Business

- a. Bridge Lot, northwest corner of South 19th Street and Fuller Road - Amend the Zoning Map to Establish Multi-Family Residential Zoning - Walnut Creek Community Church
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. Cross Creek, 2475 SE 1st Street - Amend the Zoning Map to Establish Residential Single Family (RS-5) Zoning - Savannah Homes, Inc.
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

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

- a. Grand Avenue West Segment 6DB Sewer Extension - 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 Parcels '2023-106' and '2023-107', generally located north of SE Maffitt Lake Road, south of Iowa Highway 5, and east of 2065 SE Maffitt Lake Road - Approval of Plat of Survey to Create a 4.09-acre Parcel to Lot Tie the Parcel to the Lot at 2065 SE Maffitt Lake Road for Possible Future Development - Linda K. Juckette Revocable Trust
 - 1. Resolution - Approval and Release of Plat of Survey
- b. 50th Street Sports, LLC d/b/a Grumpy Goat Tavern, 1300 50th Street, Suite 206 - Class C Retail Alcohol License with Outdoor Service - Renewal
 - 1. Motion - Denial of Liquor License Application

8. Receive, File and/or Refer

9. Other Matters

10. Executive Session

- a. Performance Evaluation

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.

July 17, 2023

West Des Moines City Council Proceedings
Monday, July 17, 2023

Mayor Pro tem Matthew McKinney 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, July 17, 2023 at 5:30 PM. Council members present were: R. Hardman, G. Hudson, M. McKinney, and K. Trevillyan.

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

Vote 23-288: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

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

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

Council member Hardman reported she attended meetings of the West Des Moines Chamber of Commerce and the Development and Planning Subcommittee. She also expressed appreciation to the Parks and Recreation department for coordinating a successful groundbreaking ceremony for the Athene Pedestrian Bridge.

City Manager Tom Hadden reported City Attorney Dick Scieszinski will be retiring on July 28th. The City has started the recruitment process for a replacement, and Assistant City Attorneys Greta Truman and Jessica Grove will be splitting City Attorney duties until a replacement is hired.

On Item 4. Consent Agenda.

Council members pulled Item 4(o) for discussion. It was moved by Hudson, second by Hardman to approve the consent agenda as amended.

- a. Approval of Minutes of July 5, 2023 and July 12, 2023 Meetings
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 1. Apres Bar Co. LLC d/b/a Apres Bar Co, 2500 Grand Avenue - 5 Day Special Class C Retail Alcohol License with Outdoor Service for Private Event on July 28, 2023
 2. KRC Partners LLP d/b/a Blind Pig Cocktail Bodega, 222½ 5th Street - Class E Retail Alcohol License – Renewal
 3. Five K Enterprises, LLC d/b/a Brazil Terra Grill, 2800 University Avenue, Suite 405 - Class C Retail Alcohol License with Outdoor Service and Catering

July 17, 2023

- Privileges - Renewal
- 4. Hana Ramen Sushi, Inc. d/b/a Hana Ramen Sushi, 7450 Bridgewood Boulevard, #205 - Class C Retail Alcohol License with Outdoor Service - Renewal
- 5. Red Lobster Restaurants, LLC d/b/a Red Lobster #0796, 3838 Westown Parkway - Class C Retail Alcohol License - Renewal
- 6. Taste of the Junction, Inc. d/b/a Taste of the Junction Multicultural Festival - Five-Day Special Class C Retail Alcohol License for Street Party Event in the 400 Block of Railroad Place - September 1, 2023
- 7. Press Roll Rereroll, LLC d/b/a Tonic, 5535 Mills Civic Parkway, Suite 105 - Class C Retail Alcohol License with Outdoor Service - Renewal
- d. Approval of Tobacco Permit
- e. Approval of Order for Violation of Alcohol Laws
- f. Approval of Appointments:
 - 1. Human Rights Commission
 - 2. Revised 2022-23 Committee and Other Assignments
- g. Approval of Purchase and Implementation of Server Storage Solution
- h. Acceptance of Grant Funding from Prairie Meadows Community Betterment Program – West Des Moines Human Services
- i. Approval of Change Order #5 - South Grand Prairie Parkway, Grand Avenue to South of Raccoon River Drive
- j. Approval of Professional Services Agreement - Valley View Park Central Site Grading, North Roadway Extension and Parking Lot
- k. Approval of 28E Agreements for Hotel/Motel Tax Allocations
- l. Order Construction - Sewer Protection - Plumwood Drive, west of South 35th Street
- m. Accept Work:
 - 1. Playground Equipment Replacement Project - Peony, Scenic Valley and Willow Springs Park
 - 2. Valley View Park Pickleball Courts
- n. Acceptance of Public Improvements - Manchester Village Townhomes Plat 1
- p. Approval of Amendment No. 1 to Development Agreement (Property Improvement Fund and Regulatory Compliance Fund) - Junction Development Catalyst, LLC and PREAM, LLC, 304 5th Street
- q. Approval and/or Ratification of Specific Fees and Charges - Development Services
- r. Approval and Acceptance of Property Interests - 2022 Channel Repair Program

Vote 23-289: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 4(o) Approval to Authorize Emergency Contract - Digital Enterprise Segment 2, Phase 1 and Segment 3, Phase 1 Remediation Services

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

July 17, 2023

It was moved by Hudson, second by Trevillyan to approve Item 4(o) Approval to Authorize Emergency Contract - Digital Enterprise Segment 2, Phase 1 and Segment 3, Phase 1 Remediation Services.

Vote 23-206: Hardman, Hudson, Trevillyan ... 3 yes
McKinney ... 1 abstain due to potential conflict of interest
Motion carried.

On Item 5(a) Amendment to City Code - Title 9 (Zoning) - Modify Regulations Pertaining to Single Family Detached Residential Setback Regulations, initiated by Ted Grob

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

Vote 23-291: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 23-292: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 5(b) Amendment to City Code - Title 2 (Board and Commissions), Chapter 9 (Human Rights Commission) - Allow for a Youth Ex-Officio Non-Voting Member to Serve on the Human Rights Commission, initiated by the City of West Des Moines

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

Council member Hardman commended the Human Rights Commission for bringing this amendment forward, as it will offer an opportunity for youth to be engaged with city government.

Vote 23-293: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

July 17, 2023

Vote 23-294: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 5(c) Amendment to City Code - Title 4 (Health and Safety Regulations), Chapter 5C (Solid Waste Control) - Modification of Fees and Charges, initiated by the City of West Des Moines

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

Vote 23-295: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 23-296: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 5(d) Ponderosa Urban Renewal Area, initiated by the City of West Des Moines

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

Vote 23-297: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 23-298: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

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

Vote 23-299: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 5(e) Amendment to City Code - Title 8 (Building Regulations, Chapter 2 (Building Codes), Article A (Building Code), initiated by the City of West Des Moines

July 17, 2023

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

Vote 23-300: Hardman, Hudson, McKinney, Trevillyan...4 yes

Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 23-301: Hardman, Hudson, McKinney, Trevillyan...4 yes

Motion carried.

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

Vote 23-302: Hardman, Hudson, McKinney, Trevillyan...4 yes

Motion carried.

On Item 5(f) Amendment to City Code - Title 8 (Building Regulations), Chapter 6 (Construction Site Erosion and Sediment Control), Section 3 (Site Visit Procedures) - Modify Regulations Relating to MS4 Quarterly Site Visit Inspection Fees, initiated by the City of West Des Moines

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

Vote 23-303: Hardman, Hudson, McKinney, Trevillyan...4 yes

Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 23-304: Hardman, Hudson, McKinney, Trevillyan...4 yes

Motion carried.

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

Vote 23-305: Hardman, Hudson, McKinney, Trevillyan...4 yes

Motion carried.

On Item 6(a) Mayor Pro tem McKinney indicated this was the time and place for a public hearing to consider Bridge Lot, northwest corner of South 19th Street and Fuller Road - Amend Comprehensive Plan Land Use Map and Amend the Zoning Map to Establish Multi-Family

July 17, 2023

Residential Land Use and Zoning, initiated by Walnut Creek Community Church (Continued from June 5, 2023 and July 5, 2023). He asked for the date the notice was published and the City Clerk indicated the notice was published on May 17, 2023 in the Des Moines Register. Mayor Pro tem McKinney asked if any written comments had been received. The City Clerk stated on a vote of 7-0, the Plan and Zoning Commission recommended City Council approval of the Comprehensive Plan Amendment and rezoning request.

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

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

Vote 23-306: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

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

Vote 23-307: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 23-308: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 6(b) Mayor Pro tem McKinney indicated this was the time and place for a public hearing to consider Cross Creek, 2475 SE 1st Street - Amend the Zoning Map to Establish Residential Single Family (RS-5) Zoning, initiated by Savannah Homes, Inc. He asked for the date the notice was published and the City Clerk indicated the notice was published on June 30, 2023 in the Des Moines Register. Mayor Pro tem McKinney 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 Pro tem McKinney asked if there were any public comments.

David Lippold, 2545 SE 1st Street, spoke in opposition to the proposed rezoning, citing concerns that the density of this proposed development will be significantly higher than the existing homes around it and would drastically change the feel of the neighborhood. He suggested the lot sizes within this development should be more comparable to the existing homes around it. He also expressed concerns about the access for the development connecting to SE 1st Street, which he

July 17, 2023

believes could generate a significant increase in traffic on his street. He suggested the access for the development should connect to Veterans Parkway.

Lynne Twedt, Development Services Director, explained the property currently has three different zoning classifications, Residential High Density (RH-18), Residential Medium Density (RM-8), and Residential Single Family (RS-10). The proposed rezoning would classify the entire property as Residential Single Family (RS-5), which is considerably less dense than what is allowed under the current zoning classifications. She stated the item for consideration tonight only relates to the zoning, and the location of the access road for the development will be addressed during the platting process; however, she noted it is currently proposed to connect to SE 1st Street because access points will be limited on Veterans Parkway and there are also wetlands as you get closer to Veterans Parkway.

Council member Trevillyan expressed a preference for the access for the development to connect to Veterans Parkway, and he inquired why this was planned to connect to SE 1st Street.

Ted Grob, Savannah Homes, 800 South 50th Street, West Des Moines, stated his understanding was that Veterans Parkway will be widened in the future, and he didn't think it was possible to connect to Veterans Parkway from the side that the additional lanes will be constructed.

Ms. Twedt noted the first discussion about access points will be addressed during the platting process.

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

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

Vote 23-309: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 23-310: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 6(c) Mayor Pro tem McKinney indicated this was the time and place for a public hearing to consider Agreement for Private Development, initiated by High Point Group, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 7, 2023 in the Des Moines Register. Mayor Pro tem McKinney asked if any written comments had been received. The City Clerk stated none had been received.

July 17, 2023

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

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

Vote 23-311: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 6(d) Mayor Pro tem McKinney indicated this was the time and place for a public hearing to consider Sale and Removal of Structures Located at 329 6th Street, 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 July 13, 2023 in the Des Moines Register. Mayor Pro tem McKinney asked if any written comments had been received. The City Clerk stated none had been received.

Mayor Pro tem McKinney asked if there were any public comments.

Nate Hon, 216 7th Street, expressed appreciation to the city staff that answered his questions about the bidding process. He stated since no bids were received on the house, he would suggest the City consider other options for relocating it, because he believes there is a demand for affordable homes in Valley Junction.

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

It was moved by Trevillyan, second by Hardman to adopt Resolution - Open and Close the Public Hearing and Accept Bid for the Sale and Removal of Garage.

Vote 23-312: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 7(a) Galleria at Jordan Creek Plat 16, 6255 and 6275 Mills Civic Parkway - Approval of Final Plat to Create Two Lots for Commercial Development, initiated by I.H.W.O.P., LLC and WCKLC Red Robin, L.C.

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

Vote 23-313: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

July 17, 2023

On Item 7(b) Jordan Ridge Plat 2, northwest corner of Booneville Road and South Jordan Creek Parkway - Approval of Preliminary Plat to Create Two Lots for Multi-Family Residential Development and One Street Lot, initiated by Jordan Ridge, LLC

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 23-314: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 7(c) Legacy Bridge Private Family Offices, 5810 Grand Avenue - Approval of Site Plan to Allow Construction of an approx. 10,000 sq. ft. Office Building, initiated by PFOWWH, LLC

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

Vote 23-315: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 7(d) Stone Cross Lawn & Landscape, 3410 SE 22nd Street - Approval of Major Modification to Site Plat to Allow Modifications to Site and Existing Soccer House Building, initiated by Stone Cross Properties, LLC

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

Vote 23-316: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

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

On Item 9 - Other Matters

Council member Hudson expressed appreciation to City Attorney Dick Scieszinski for his years of service and congratulated him on his retirement.

Council member McKinney also expressed appreciation to City Attorney Dick Scieszinski for his years of service. He stated Community and Economic Development Director Clyde Evans has also retired with today being his last day, and he expressed appreciation to him for his years of service as well.

July 17, 2023

Council member Hardman also expressed appreciation to City Attorney Dick Scieszinski for his years of service and his leadership through some challenging issues. She wished both Mr. Scieszinski and Clyde Evans well in their retirements. She noted with several key city leaders retiring this year, we are losing a great deal of institutional knowledge, and she stressed the importance of developing our staff in and giving consideration to succession planning.

The meeting was adjourned at 6:12 p.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Matthew McKinney, Mayor Pro tem

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Motion – Approval of Bill Lists

DATE: August 7, 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	08/07/2023	\$ 910,815.19
EFT Claims	08/07/2023	\$ 1,014,683.98
Control Pay	08/07/2023	\$ 129,893.14
Microsoft Escrow Checks	08/07/2023	\$ 0.00
Microsoft Escrow EFT	08/07/2023	\$ 0.00
End of Month & Off-Cycle	07/06/2023 to 08/20/2023	\$ 2,407,225.19

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: 08/07/2023

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement				
Check	08/07/2023	329845 Accounts Payable	3E - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	275.06
Check	08/07/2023	329846 Accounts Payable	ADVENTURELAND - FESTIVAL FUN PARKS	9,187.03
Check	08/07/2023	329847 Accounts Payable	AIKIN , LINDSEY	475.00
Check	08/07/2023	329848 Accounts Payable	ALLEN , TIA	108.00
Check	08/07/2023	329849 Accounts Payable	ALWAN , MADIHA	168.00
Check	08/07/2023	329850 Accounts Payable	AMERICAN REGISTRY FOR INTERNET NUMBERS LTD	150.00
Check	08/07/2023	329851 Accounts Payable	ARROW STAGE LINES	1,680.00
Check	08/07/2023	329852 Accounts Payable	ASCHEMAN , PHILIP	890.00
Check	08/07/2023	329853 Accounts Payable	BASKETBALL CAMPMAN INC - MICHAEL BORN	8,576.00
Check	08/07/2023	329854 Accounts Payable	BISHOP , ROBERTA	577.33
Check	08/07/2023	329855 Accounts Payable	BMI- BROADCAST MUSIC INC	839.00
Check	08/07/2023	329856 Accounts Payable	BOETGER LAWNSCAPES LLC	6,538.24
Check	08/07/2023	329857 Accounts Payable	BONNIE'S BARRICADES	2,363.90
Check	08/07/2023	329858 Accounts Payable	BOUND TREE MEDICAL LLC	8,126.79
Check	08/07/2023	329859 Accounts Payable	BULLDOG SOCCER ACADEMY LLC	3,200.00
Check	08/07/2023	329860 Accounts Payable	CANOE SPORT AMERICA INC	730.00
Check	08/07/2023	329861 Accounts Payable	CANON FINANCIAL SERVICES INC	3,719.55
Check	08/07/2023	329862 Accounts Payable	CAPITAL CITY FRUIT INC	161.50
Check	08/07/2023	329863 Accounts Payable	CAPPEL'S ACE HARDWARE	82.32
Check	08/07/2023	329864 Accounts Payable	CENTER FOR PUBLIC SAFETY MANAGEMENT LLC	58,667.20
Check	08/07/2023	329865 Accounts Payable	CENTRAL IOWA FENCING	1,357.00
Check	08/07/2023	329866 Accounts Payable	CENTRAL IOWA READY-MIX	792.00
Check	08/07/2023	329867 Accounts Payable	CIRQUE WONDERLAND LLC	2,643.30
Check	08/07/2023	329868 Accounts Payable	CLARK , JAYLA	405.00
Check	08/07/2023	329869 Accounts Payable	COMBINED SYSTEMS TECHNOLOGY	84,291.12
Check	08/07/2023	329870 Accounts Payable	COMPETITIVE EDGE	475.30
Check	08/07/2023	329871 Accounts Payable	CORDOVA , MARIA	60.00
Check	08/07/2023	329872 Accounts Payable	CORELL CONTRACTOR INC	60.00
Check	08/07/2023	329873 Accounts Payable	CORY , TARRY	60.00
Check	08/07/2023	329874 Accounts Payable	CTI READY MIX LLC	11,052.50

City of West Des Moines, IA
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/07/2023

Type	Date	Number Source	Payee Name	Transaction Amount
Check	08/07/2023	329875 Accounts Payable	DALLAS COUNTY HEALTH DEPARTMENT	1,359.00
Check	08/07/2023	329876 Accounts Payable	DANIELS , DENNIS	120.00
Check	08/07/2023	329877 Accounts Payable	DES MOINES REGISTER MEDIA	3,065.36
Check	08/07/2023	329878 Accounts Payable	DJ GONGOL & ASSOCIATES INC	5,286.05
Check	08/07/2023	329879 Accounts Payable	DMACC	195.00
Check	08/07/2023	329880 Accounts Payable	EARL MAY SEED AND NURSERY	249.90
Check	08/07/2023	329881 Accounts Payable	EMPLOYEE ON-BOARDING SPECIALTIES LLC	85.00
Check	08/07/2023	329882 Accounts Payable	FACTORY MOTOR PARTS COMPANY	575.85
Check	08/07/2023	329883 Accounts Payable	FASTENAL COMPANY	420.90
Check	08/07/2023	329884 Accounts Payable	FEDEX	145.86
Check	08/07/2023	329885 Accounts Payable	FRANCE , CATHERINE	792.00
Check	08/07/2023	329886 Accounts Payable	GILCREST JEWETT LUMBER COMPANY	333.24
Check	08/07/2023	329887 Accounts Payable	GILGE , DANNY	780.00
Check	08/07/2023	329888 Accounts Payable	GLOBAL HR RESEARCH LLC	384.34
Check	08/07/2023	329889 Accounts Payable	GOLLIHER , CHARLES	75.00
Check	08/07/2023	329890 Accounts Payable	GRAINGER INC	453.33
Check	08/07/2023	329891 Accounts Payable	HADGU , LUWAM	82.50
Check	08/07/2023	329892 Accounts Payable	HART , JAMES	198.00
Check	08/07/2023	329893 Accounts Payable	HAWKEYE TRUCK EQUIPMENT	400.00
Check	08/07/2023	329894 Accounts Payable	HOLDER EXCAVATING LLC	4,537.50
Check	08/07/2023	329895 Accounts Payable	HOLMES MURPHY AND ASSOCIATES LLC	189,007.00
Check	08/07/2023	329896 Accounts Payable	HOME DEPOT CREDIT SERVICES	197.79
Check	08/07/2023	329897 Accounts Payable	HPI INTERNATIONAL INC	15,202.44
Check	08/07/2023	329898 Accounts Payable	HY VEE INC	802.71
Check	08/07/2023	329899 Accounts Payable	INCENTIVE SERVICES INC	928.36
Check	08/07/2023	329900 Accounts Payable	INTERSTATE ALL BATTERY CENTER	2,363.78
Check	08/07/2023	329901 Accounts Payable	IOWA BIRD REHABILITATION- JENNI BOONJAKUAKUL	2,016.00
Check	08/07/2023	329902 Accounts Payable	IOWA POND GUY LLC	536.47
Check	08/07/2023	329903 Accounts Payable	IOWA SPORTS TURF	33,510.00
Check	08/07/2023	329904 Accounts Payable	JM IMPRESSIONS ART & DESIGN	3,363.75
Check	08/07/2023	329905 Accounts Payable	JOHNSON CONTROLS FIRE PROTECTION LP- IL	4,337.96

City of West Des Moines, IA
City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/07/2023

Type	Date	Number Source	Payee Name	Transaction Amount
Check	08/07/2023	329906 Accounts Payable	KALDENBERG'S PBS LANDSCAPING	3,679.57
Check	08/07/2023	329907 Accounts Payable	KAZLOW FIELDS	927.00
Check	08/07/2023	329908 Accounts Payable	KLOCKE'S EMERGENCY VEHICLES	856.37
Check	08/07/2023	329909 Accounts Payable	KUNZLER STUDIOS	9,435.00
Check	08/07/2023	329910 Accounts Payable	KUSTOM CONCRETE PUMPING INC	1,750.50
Check	08/07/2023	329911 Accounts Payable	LANGUAGE LINE SERVICES	1,195.62
Check	08/07/2023	329912 Accounts Payable	LIBERTY TIRE RECYCLING LLC	738.70
Check	08/07/2023	329913 Accounts Payable	LINDEMAN , DEAN	360.00
Check	08/07/2023	329914 Accounts Payable	LOGOED APPAREL & PROMOTIONS	1,080.65
Check	08/07/2023	329915 Accounts Payable	LONG , JACOB	100.00
Check	08/07/2023	329916 Accounts Payable	LOWE'S HOME CENTER INC	2,214.73
Check	08/07/2023	329917 Accounts Payable	LUGO , DELIA I	437.25
Check	08/07/2023	329918 Accounts Payable	MAVERICK LABEL	663.05
Check	08/07/2023	329919 Accounts Payable	MCGRATH CONSULTING GROUP INC	10,000.00
Check	08/07/2023	329920 Accounts Payable	MECHANICAL SALES PARTS IOWA INC	247.50
Check	08/07/2023	329921 Accounts Payable	MENARDS- CLIVE	246.08
Check	08/07/2023	329922 Accounts Payable	MERIT MANAGEMENT RESOURCES INC	1,915.60
Check	08/07/2023	329923 Accounts Payable	MERRITT COMPANY INC	5,158.00
Check	08/07/2023	329924 Accounts Payable	MID COUNTRY MACHINERY INC	682.50
Check	08/07/2023	329925 Accounts Payable	MIDWEST VETERINARY SUPPLY	431.20
Check	08/07/2023	329926 Accounts Payable	MIDWEST WHEEL	33.28
Check	08/07/2023	329927 Accounts Payable	MOTOROLA	1,506.71
Check	08/07/2023	329928 Accounts Payable	MULLIGAN , HANNAH	247.50
Check	08/07/2023	329929 Accounts Payable	MUNICIPAL COLLECTIONS OF AMERICA INC	1,180.00
Check	08/07/2023	329930 Accounts Payable	MUSCO SPORTS LIGHTING LLC	4,250.00
Check	08/07/2023	329931 Accounts Payable	NATIONWIDE OFFICE CLEANERS LLC	2,296.67
Check	08/07/2023	329932 Accounts Payable	NEBRASKA GENERATOR SERVICE LLC	6,745.00
Check	08/07/2023	329933 Accounts Payable	NELLIES VENDING	250.80
Check	08/07/2023	329934 Accounts Payable	NUANCE COMMUNICATIONS INC	2,855.43
Check	08/07/2023	329935 Accounts Payable	PATTON , CHRIS	60.00
Check	08/07/2023	329936 Accounts Payable	PEPSI BEVERAGES COMPANY	1,364.58
Check	08/07/2023	329937 Accounts Payable	PITNEY BOWES	1,310.55
Check	08/07/2023	329938 Accounts Payable	PMA ASSET MANAGEMENT LLC	7,314.34
Check	08/07/2023	329939 Accounts Payable	POLK COUNTY PUBLIC WORKS	14,500.00

City of West Des Moines, IA
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/07/2023

Type	Date	Number Source	Payee Name	Transaction Amount
Check	08/07/2023	329940	Accounts Payable POLK COUNTY RECORDER	22.00
Check	08/07/2023	329941	Accounts Payable POLK COUNTY RECORDER	241.00
Check	08/07/2023	329942	Accounts Payable QUICK MED CLAIMS LLC	9,170.42
Check	08/07/2023	329943	Accounts Payable RAGAN , TIERENIE	846.00
Check	08/07/2023	329944	Accounts Payable RAMAN , SAHAANA	100.00
Check	08/07/2023	329945	Accounts Payable RICK'S TOWING & TRANSPORT	98.00
Check	08/07/2023	329946	Accounts Payable ROBERT HALF TECHNOLOGY	2,775.00
Check	08/07/2023	329947	Accounts Payable ROSS , THOMAS	195.00
Check	08/07/2023	329948	Accounts Payable SCHEELS ALL SPORTS INC	2,773.87
Check	08/07/2023	329949	Accounts Payable SCHILDBERG CONSTRUCTION CO	351.36
Check	08/07/2023	329950	Accounts Payable SCIURBA , MICHAEL	60.00
Check	08/07/2023	329951	Accounts Payable SIDE GARAGE LLC	501.50
Check	08/07/2023	329952	Accounts Payable SKATELAND LLC	2,697.30
Check	08/07/2023	329953	Accounts Payable SKOLD DOOR & FLOOR CO	132.65
Check	08/07/2023	329954	Accounts Payable SOUTHWEST POLK WATER SERVICE INC	20.00
Check	08/07/2023	329955	Accounts Payable STANARD & ASSOC INC	274.00
Check	08/07/2023	329956	Accounts Payable STAPLES CONTRACT & COMMERCIAL LLC	2,228.28
Check	08/07/2023	329957	Accounts Payable STATE HYGIENIC LAB	270.00
Check	08/07/2023	329958	Accounts Payable STEINBERGER , JAMES	690.00
Check	08/07/2023	329959	Accounts Payable SWIMMING POOL SUPPLY CO	11,492.24
Check	08/07/2023	329960	Accounts Payable SYMMETRY ENERGY SOLUTIONS LLC	2,032.05
Check	08/07/2023	329961	Accounts Payable SYNERGY FIRE & SAFETY	300.00
Check	08/07/2023	329962	Accounts Payable TEKSYSTEMS INC	11,632.00
Check	08/07/2023	329963	Accounts Payable THE UNDERGROUND COMPANY	36,984.50
Check	08/07/2023	329964	Accounts Payable THE WALDINGER CORPORATION	29,452.47
Check	08/07/2023	329965	Accounts Payable THOMAS , CHRISTOPHER	60.00
Check	08/07/2023	329966	Accounts Payable THOMPSON , CLINTON	60.00
Check	08/07/2023	329967	Accounts Payable TRIVISTA COMPANIES INC - O'HALLORAN INTERNATIONAL	1,086.20
Check	08/07/2023	329968	Accounts Payable TRIZETTO PROVIDER SOLUTIONS	426.80
Check	08/07/2023	329969	Accounts Payable TRUE VALUE & V&S VARIETY STORE	392.63
Check	08/07/2023	329970	Accounts Payable TUBE PRO INCORPORATED	1,870.00
Check	08/07/2023	329971	Accounts Payable UNITED PARCEL SERVICE	119.50
Check	08/07/2023	329972	Accounts Payable UNITED REFRIGERATION INC.	366.67

City of West Des Moines, IA
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/07/2023

Type	Date	Number Source	Payee Name	Transaction Amount
Check	08/07/2023	329973 Accounts Payable	UNITYPOINT CLINIC- OCCUPATIONAL MEDICINE	42.00
Check	08/07/2023	329974 Accounts Payable	UNITYPOINT HEALTH	113.00
Check	08/07/2023	329975 Accounts Payable	UNITYPOINT HEALTH HOSPITALS	86.00
Check	08/07/2023	329976 Accounts Payable	VALLEY POOL & HOT TUBS INC	195.50
Check	08/07/2023	329977 Accounts Payable	VAN WALL EQUIPMENT	103.38
Check	08/07/2023	329978 Accounts Payable	VETTER EQUIPMENT	539.23
Check	08/07/2023	329979 Accounts Payable	VISION SERVICE PLAN	1,633.92
Check	08/07/2023	329980 Accounts Payable	VISU-SEWER INC	27,314.34
Check	08/07/2023	329981 Accounts Payable	WEST DES MOINES CHAMBER OF COMMERCE	1,780.00
Check	08/07/2023	329982 Accounts Payable	WEST DES MOINES COMM SCHOOLS - FACILITIES	30.00
Check	08/07/2023	329983 Accounts Payable	WHITLOCK , DOUG	120.00
Check	08/07/2023	329984 Accounts Payable	WHITMORE INC	221.35
Check	08/07/2023	329985 Accounts Payable	WOLVER , JACOB	660.00
Check	08/07/2023	329986 Accounts Payable	XTREME TREE	4,081.50
Check	08/07/2023	329987 Accounts Payable	YOUTH TECH INC	6,368.00
Check	08/07/2023	329988 Accounts Payable	PETTY CASH	579.01
Check	08/07/2023	329989 Accounts Payable	PETTY CASH- ON THE SPOT	180.00
Check	08/07/2023	329990 Accounts Payable	IOWA DEPARTMENT OF INSPECTIONS AND APPEALS	129.03
Check	08/07/2023	329991 Accounts Payable	POLK COUNTY TREASURER	42,664.00
Check	08/07/2023	329992 Accounts Payable	DESOUZA , RAQUEL	1,500.00
Check	08/07/2023	329993 Accounts Payable	SUEDE ROCK BAND	1,000.00
Check	08/07/2023	329994 Accounts Payable	AMERICAN SOLUTIONS FOR BUSINESS	516.85
Check	08/07/2023	329995 Accounts Payable	CENTURYLINK	159.98
Check	08/07/2023	329996 Accounts Payable	CENTURYLINK	395.06
Check	08/07/2023	329997 Accounts Payable	CENTURYLINK	415.92
Check	08/07/2023	329998 Accounts Payable	CENTURYLINK	284.66
Check	08/07/2023	329999 Accounts Payable	CLARK PAINTING & DESIGN	7,206.25
Check	08/07/2023	330000 Accounts Payable	COSTAR REALTY INFORMATION INC	7,187.16
Check	08/07/2023	330001 Accounts Payable	DLR CONSTRUCTION	4,333.92
Check	08/07/2023	330002 Accounts Payable	GROUNDWORKS FRS LLC - FOUNDATION RECOVERY SYSTEMS	9,529.02
Check	08/07/2023	330003 Accounts Payable	HEARTLAND ROOFING SIDING AND WINDOWS LLC	24,580.92

City of West Des Moines, IA
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/07/2023

Type	Date	Number Source	Payee Name	Transaction Amount
Check	08/07/2023	330004 Accounts Payable	IMPACT EXTERIORS LLC	4,650.00
Check	08/07/2023	330005 Accounts Payable	MIDAMERICAN ENERGY	51.77
Check	08/07/2023	330006 Accounts Payable	MIDAMERICAN ENERGY	23.84
Check	08/07/2023	330007 Accounts Payable	MIDAMERICAN ENERGY	25.44
Check	08/07/2023	330008 Accounts Payable	MIDAMERICAN ENERGY	34.47
Check	08/07/2023	330009 Accounts Payable	MIDAMERICAN ENERGY	25.40
Check	08/07/2023	330010 Accounts Payable	MIDAMERICAN ENERGY	85.89
Check	08/07/2023	330011 Accounts Payable	MIDAMERICAN ENERGY	61,184.12
Check	08/07/2023	330012 Accounts Payable	MIDAMERICAN ENERGY	463.41
Check	08/07/2023	330013 Accounts Payable	MIDAMERICAN- DM-WDM TL	37.00
Check	08/07/2023	330014 Accounts Payable	MIDAMERICAN- DM-WDM TL	43.00
Check	08/07/2023	330015 Accounts Payable	RENEWAL BY ANDERSON OF DES MOINES	7,724.00
Check	08/07/2023	330016 Accounts Payable	SITE SELECTOR GUILD INC	4,200.00
Check	08/07/2023	330017 Accounts Payable	CITY OF DES MOINES	750.00
Check	08/07/2023	330018 Accounts Payable	FORMARO STUFFED COM LLC	2,295.00
EFT	08/07/2023	11481 Accounts Payable	A TEAM APPAREL	9,587.76
EFT	08/07/2023	11482 Accounts Payable	ABC ELECTRICAL- BAKER MECHANICAL INC	16,992.61
EFT	08/07/2023	11483 Accounts Payable	ACCUJET LLC	1,229.82
EFT	08/07/2023	11484 Accounts Payable	AHLERS & COONEY PC	13,552.89
EFT	08/07/2023	11485 Accounts Payable	ALLIANCE CONSTRUCTION GROUP LLC	23,703.01
EFT	08/07/2023	11486 Accounts Payable	AMERICAN SECURITY LLC	6,384.79
EFT	08/07/2023	11487 Accounts Payable	ARMOR UP AMERICA	783.00
EFT	08/07/2023	11488 Accounts Payable	ARNOLD MOTOR SUPPLY LLP 39711	3,518.70
EFT	08/07/2023	11489 Accounts Payable	BAUER BUILT	1,711.98
EFT	08/07/2023	11490 Accounts Payable	BEST PORTABLE TOILETS	239.80
EFT	08/07/2023	11491 Accounts Payable	BREWICK , MARK	427.72
EFT	08/07/2023	11492 Accounts Payable	CDW GOVERNMENT INC	53,971.00
EFT	08/07/2023	11493 Accounts Payable	CHRISTIAN EDWARDS PRINT & GRAPHICS	4,105.01
EFT	08/07/2023	11494 Accounts Payable	CINTAS CORP	746.66
EFT	08/07/2023	11495 Accounts Payable	COLE , LEE	640.00
EFT	08/07/2023	11496 Accounts Payable	COMMUNICATION DATA LINK LLC	4,137.87
EFT	08/07/2023	11497 Accounts Payable	CONCRETE CONNECTION LLC	76,000.00
EFT	08/07/2023	11498 Accounts Payable	CONTRACTOR SALES AND SERVICE	637.50

City of West Des Moines, IA
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/07/2023

Type	Date	Number Source	Payee Name	Transaction Amount
			LLC	
EFT	08/07/2023	11499 Accounts Payable	CREATIVE GENIUSES LLC	715.50
EFT	08/07/2023	11500 Accounts Payable	CUSTOM AWARDS & EMBROIDERY INC	57.50
EFT	08/07/2023	11501 Accounts Payable	DAN PERRY SCULPTURE LLC - DANIEL PERRY	5,000.00
EFT	08/07/2023	11502 Accounts Payable	DES MOINES FIGURE SKATING CLUB	4,180.00
EFT	08/07/2023	11503 Accounts Payable	DICKINSON , JIM	147.50
EFT	08/07/2023	11504 Accounts Payable	DOLL DISTRIBUTING LLC	492.00
EFT	08/07/2023	11505 Accounts Payable	ELECTRONIC ENGINEERING	6,942.06
EFT	08/07/2023	11506 Accounts Payable	EMC RISK SERVICES	21,094.61
EFT	08/07/2023	11507 Accounts Payable	EXCEL MECHANICAL INC	20,654.55
EFT	08/07/2023	11508 Accounts Payable	FORVIS LLP	6,950.00
EFT	08/07/2023	11509 Accounts Payable	GBA SYSTEMS INTEGRATORS LLC	26,032.50
EFT	08/07/2023	11510 Accounts Payable	GENERAL TRAFFIC CONTROLS INC	815.00
EFT	08/07/2023	11511 Accounts Payable	GRAHAM , DAKOTA	108.00
EFT	08/07/2023	11512 Accounts Payable	GREATER DES MOINES HABITAT FOR HUMANITY INC	20,000.00
EFT	08/07/2023	11513 Accounts Payable	GUCK , HANNAH	176.85
EFT	08/07/2023	11514 Accounts Payable	HAHN , JENNIFER	11,118.20
EFT	08/07/2023	11515 Accounts Payable	HALLETT MATERIALS - OMG MIDWEST	2,600.80
EFT	08/07/2023	11516 Accounts Payable	HENNING , CLAUDIA	500.00
EFT	08/07/2023	11517 Accounts Payable	HOME INC	40,501.45
EFT	08/07/2023	11518 Accounts Payable	HUTCHINSON SALT COMPANY	128,844.94
EFT	08/07/2023	11519 Accounts Payable	HYDRO KLEAN LLC	3,949.44
EFT	08/07/2023	11520 Accounts Payable	INROADS PAVING & MATERIALS	1,842.99
EFT	08/07/2023	11521 Accounts Payable	IOWA BEVERAGE SYSTEMS INC	678.00
EFT	08/07/2023	11522 Accounts Payable	IOWA INTERSTATE RAILROAD LTD	397.65
EFT	08/07/2023	11523 Accounts Payable	IOWA WORKFORCE DEVELOPMENT-UIS DIVISION	492.00
EFT	08/07/2023	11524 Accounts Payable	ISG	17,397.50
EFT	08/07/2023	11525 Accounts Payable	ITSAVVY LLC	376.72
EFT	08/07/2023	11526 Accounts Payable	JACOBSON , RYAN	8.52
EFT	08/07/2023	11527 Accounts Payable	JONES , JZONEI	909.00
EFT	08/07/2023	11528 Accounts Payable	KIESLER POLICE SUPPLY INC	7,375.20
EFT	08/07/2023	11529 Accounts Payable	KOCK , BRENT	162.25
EFT	08/07/2023	11530 Accounts Payable	LIND , KAITLYN	288.00

City of West Des Moines, IA
City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/07/2023

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	08/07/2023	11531 Accounts Payable	LOGAN CONTRACTORS SUPPLY INC	1,004.47
EFT	08/07/2023	11532 Accounts Payable	LUNNING COACHING & CONSULTING	450.00
EFT	08/07/2023	11533 Accounts Payable	MACQUEEN EQUIPMENT LLC	5,791.54
EFT	08/07/2023	11534 Accounts Payable	MANKLE , BRUCE	556.75
EFT	08/07/2023	11535 Accounts Payable	MARTIN BROTHERS	6,090.38
EFT	08/07/2023	11536 Accounts Payable	McKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC	390.75
EFT	08/07/2023	11537 Accounts Payable	METRO WASTE AUTHORITY	226,923.19
EFT	08/07/2023	11538 Accounts Payable	MHC KENWORTH	802.23
EFT	08/07/2023	11539 Accounts Payable	MID-IOWA SOLID WASTE EQUIPMENT CO INC	1,082.00
EFT	08/07/2023	11540 Accounts Payable	MIDWEST BREATHING AIR LLC	1,583.27
EFT	08/07/2023	11541 Accounts Payable	MOATS , WILLIAM	540.00
EFT	08/07/2023	11542 Accounts Payable	MSTS- RED WING BUSINESS ADVANTAGE- WDM	1,215.42
EFT	08/07/2023	11543 Accounts Payable	NESTINGEN INC	11,600.00
EFT	08/07/2023	11544 Accounts Payable	NORTHLAND PRODUCTS- NORSOLV SYSTEMS	2,321.24
EFT	08/07/2023	11545 Accounts Payable	OCCUPATIONAL SAFETY CONSULTANTS LLC	280.00
EFT	08/07/2023	11546 Accounts Payable	ONENECK IT SOLUTIONS LLC	16,686.60
EFT	08/07/2023	11547 Accounts Payable	PARKER , SATONIUS	60.00
EFT	08/07/2023	11548 Accounts Payable	PER MAR SECURITY SERVICES	243.57
EFT	08/07/2023	11549 Accounts Payable	PROCTOR MECHANICAL	852.22
EFT	08/07/2023	11550 Accounts Payable	RASMUSSEN , MATT	240.00
EFT	08/07/2023	11551 Accounts Payable	RELIABLE MAINTENANCE COMPANY	21,705.00
EFT	08/07/2023	11552 Accounts Payable	RELIANT FIRE APPARATUS INC	16,788.14
EFT	08/07/2023	11553 Accounts Payable	RENEWABLE ENERGY GROUP INC	40,882.77
EFT	08/07/2023	11554 Accounts Payable	RHYTHM ENGINEERING LLC	10,380.00
EFT	08/07/2023	11555 Accounts Payable	RICHARDS , RHONDA	62.50
EFT	08/07/2023	11556 Accounts Payable	ROTO-ROOTER	790.00
EFT	08/07/2023	11557 Accounts Payable	SANCHEZ , GRETNA	196.00
EFT	08/07/2023	11558 Accounts Payable	SCHULTZ , MADISON	46.99
EFT	08/07/2023	11559 Accounts Payable	SCOTT , GEORGE	175.00
EFT	08/07/2023	11560 Accounts Payable	SIKICH LLP	408.00
EFT	08/07/2023	11561 Accounts Payable	SPONG , JULIE	262.50

City of West Des Moines, IA
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/07/2023

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	08/07/2023	11562 Accounts Payable	SPRAYER SPECIALTIES INC	16.12
EFT	08/07/2023	11563 Accounts Payable	STAR EQUIPMENT LTD	144.53
EFT	08/07/2023	11564 Accounts Payable	STIVERS FORD	50,041.40
EFT	08/07/2023	11565 Accounts Payable	STRAHL , NATALIE	75.00
EFT	08/07/2023	11566 Accounts Payable	SWINTON , ASHLEE	4,628.00
EFT	08/07/2023	11567 Accounts Payable	TALLGRASS THEATRE COMPANY	800.00
EFT	08/07/2023	11568 Accounts Payable	TELLO ITS LLC	6,256.50
EFT	08/07/2023	11569 Accounts Payable	TRACK INC	711.96
EFT	08/07/2023	11570 Accounts Payable	TRIPLETT COMPANIES	151.45
EFT	08/07/2023	11571 Accounts Payable	TSCHUDIN , JODI	3,972.81
EFT	08/07/2023	11572 Accounts Payable	TYLER TECHNOLOGIES INC	185.00
EFT	08/07/2023	11573 Accounts Payable	UNIFIRST CORPORATION	1,043.59
EFT	08/07/2023	11574 Accounts Payable	UNITE PRIVATE NETWORKS LLC	3,100.25
EFT	08/07/2023	11575 Accounts Payable	VOGEL PAINT INC	11,013.75
EFT	08/07/2023	11576 Accounts Payable	WAYTEK INC	325.57
EFT	08/07/2023	11577 Accounts Payable	WOLF CONSTRUCTION SERVICES INC	12,625.00
EFT	08/07/2023	11578 Accounts Payable	ZIEGLER INC	3.67
WB VENDOR DISB WB Vendor Disbursement Totals:			Transactions: 272	\$1,925,499.17
Checks:	174	\$910,815.19		
EFTs:	98	\$1,014,683.98		

City of West Des Moines, IA
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 08/07/2023

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay				
EFT	08/07/2023	8068 Accounts Payable	ACCO UNLIMITED CORP	3,310.00
EFT	08/07/2023	8069 Accounts Payable	ACCO UNLIMITED CORP	5,752.21
EFT	08/07/2023	8070 Accounts Payable	ACCO UNLIMITED CORP	2,528.20
EFT	08/07/2023	8071 Accounts Payable	ACCO UNLIMITED CORP	2,705.70
EFT	08/07/2023	8072 Accounts Payable	ACCO UNLIMITED CORP	4,444.60
EFT	08/07/2023	8073 Accounts Payable	ACCO UNLIMITED CORP	3,873.10
EFT	08/07/2023	8074 Accounts Payable	BEACON ATHLETICS LLC	3,428.00
EFT	08/07/2023	8075 Accounts Payable	BLACKBURN MANUFACTURING CO	1,884.24
EFT	08/07/2023	8076 Accounts Payable	BOMGAARS SUPPLY INC	715.88
EFT	08/07/2023	8077 Accounts Payable	CAPITAL CITY EQUIPMENT	91.24
EFT	08/07/2023	8078 Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	6,181.51
EFT	08/07/2023	8079 Accounts Payable	CLIVE POWER EQUIPMENT	735.75
EFT	08/07/2023	8080 Accounts Payable	CORE AND MAIN LP	526.00
EFT	08/07/2023	8081 Accounts Payable	CORN STATES METAL FABRICATORS INC	190.00
EFT	08/07/2023	8082 Accounts Payable	DES MOINES STAMP MFG CO	27.05
EFT	08/07/2023	8083 Accounts Payable	EMERGENCY APPARATUS MAINTENANCE INC	1,230.02
EFT	08/07/2023	8084 Accounts Payable	ESO SOLUTIONS INC	4,773.85
EFT	08/07/2023	8085 Accounts Payable	FELD FIRE	28.90
EFT	08/07/2023	8086 Accounts Payable	GALLS LLC	9,059.06
EFT	08/07/2023	8087 Accounts Payable	HOTSY CLEANING SYSTEMS INC	151.76
EFT	08/07/2023	8088 Accounts Payable	INLAND TRUCK PARTS CO	1,844.90
EFT	08/07/2023	8089 Accounts Payable	INTOXIMETERS INC	1,090.00
EFT	08/07/2023	8090 Accounts Payable	IOWA WATER MANAGEMENT CORP	688.07
EFT	08/07/2023	8091 Accounts Payable	IRON MOUNTAIN	792.12
EFT	08/07/2023	8092 Accounts Payable	JERICO SERVICES	44,843.40
EFT	08/07/2023	8093 Accounts Payable	JOHNSTONE SUPPLY	861.80
EFT	08/07/2023	8094 Accounts Payable	MUNICIPAL SUPPLY INC	1,899.00
EFT	08/07/2023	8095 Accounts Payable	NORWALK READY-MIXED CONCRETE	489.00
EFT	08/07/2023	8096 Accounts Payable	O'REILLY AUTOMOTIVE INC	109.35
EFT	08/07/2023	8097 Accounts Payable	PREFERRED PEST CONTROL	2,708.06
EFT	08/07/2023	8098 Accounts Payable	STOP STICK LTD	3,060.00
EFT	08/07/2023	8099 Accounts Payable	STRAUSS SECURITY SOLUTIONS- SEI	318.84

City of West Des Moines, IA
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 08/07/2023

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	08/07/2023	8100 Accounts Payable	STREICHERS	306.99
EFT	08/07/2023	8101 Accounts Payable	TRACKER PRODUCTS	6,634.98
EFT	08/07/2023	8102 Accounts Payable	ULINE INC	1,100.34
EFT	08/07/2023	8103 Accounts Payable	UNIVERSAL PRINTING SERVICES	3,518.15
EFT	08/07/2023	8104 Accounts Payable	UPHDM OCCUPATIONAL MEDICINE	1,219.00
EFT	08/07/2023	8105 Accounts Payable	VAISALA INC	3,980.00
EFT	08/07/2023	8106 Accounts Payable	WASTE MANAGEMENT OF IOWA	152.49
EFT	08/07/2023	8107 Accounts Payable	WRIGHT OUTDOOR SOLUTIONS	333.00
EFT	08/07/2023	8108 Accounts Payable	ZOLL DATA- CO	2,306.58
WB CONTROLPAY WB ControlPay Totals:			Transactions: 41	\$129,893.14
EFTs:	41	\$129,893.14		

Payment Register

From Payment Date: 07/06/2023 - To Payment Date: 08/20/2023

Number	Date	Payee Name	Transaction Amount
406	07/06/2023	VOYA BENEFITS COMPANY LLC	11,638.11
407	07/13/2023	VOYA BENEFITS COMPANY LLC	16,139.18
408	07/10/2023	VOYA BENEFITS COMPANY LLC	357.25
409	07/06/2023	VOYA BENEFITS COMPANY LLC	909.70
413	07/31/2023	IOWA DEPARTMENT OF REVENUE & FINANCE	33,790.31
11466	07/15/2023	WEST BANK	11,666.66
11467	07/25/2023	UMB BANK NA	600.00
11468	07/25/2023	UMB BANK NA	600.00
11469	07/25/2023	UMB BANK NA	600.00
11470	07/25/2023	UMB BANK NA	600.00
11471	07/25/2023	UMB BANK NA	600.00
11473	07/10/2023	DELTA DENTAL OF IOWA	5,159.84
11475	07/07/2023	WELLMARK BLUE CROSS	95,321.00
11476	07/18/2023	WELLMARK BLUE CROSS	101,118.88
11479	07/15/2023	MEDONE LC	93,193.74
11480	08/08/2023	I2T	2,017,132.20
200952	07/13/2023	5250 DAKOTA LLC	950.00
200953	07/13/2023	HAMLET APARTMENTS	1,000.00
200954	07/13/2023	POINTE ON 88TH	1,000.00
200955	07/13/2023	SUMMIT AT HERITAGE LLC	1,313.53
200956	07/19/2023	BENNETT GRAND WOODS APARTMENTS	808.92
200957	07/19/2023	MEADOW CHASE APARTMENTS - FARSONS LLC	1,000.00
200958	07/19/2023	R & R INVESTORS LTD- CCVI LLC	924.82
200959	07/19/2023	R & R INVESTORS LTD- CCVI LLC	490.61
200960	07/19/2023	TRICAP WOODLAND ASSOCIATES LLC	1,000.00
200961	07/24/2023	HVG MAPLE GROVE ASSOCIATION LLC	1,617.00
200962	07/28/2023	65TH ST V LC - KEITH DENNER	997.30
200963	07/28/2023	DEHOOGH, AUSTIN	1,000.00
200964	07/28/2023	EASTWOOD ON GRAND - WDM ARTISAN LLC	957.41
200965	07/28/2023	ELEVATE AT JORDAN CREEK LP	1,000.00
200966	07/28/2023	ELEVATE AT JORDAN CREEK LP	1,000.00
200967	07/28/2023	FORGET PROPERTIES	834.50
200968	07/28/2023	HAMLET APARTMENTS	789.23
200969	07/28/2023	PROFESSIONAL PROPERTY MANAGEMENT	615.00
200970	07/28/2023	PROFESSIONAL PROPERTY MANAGEMENT	500.00
			2,407,225.19

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

ITEM: Approval of Liquor Licenses

DATE: August 7, 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. 515 bar&grill, LLC d/b/a Blue Shark Ale House, 165 South Jordan Creek Parkway, Suite 120 & 125 - Class C Retail Alcohol License with Outdoor Service - Renewal
2. Foundry Distilling Company, LLC d/b/a Foundry Distilling Company, 111 South 11th Street, Suite 100 - Class C Retail Alcohol License Expansion of Outdoor Service - September 7-9, 2023
3. Hy-Vee, Inc. d/b/a Hy-Vee Fast and Fresh #4, 665 South 51st Street - Class E Retail Alcohol License - Renewal
4. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe #2, 1990 Grand Avenue (Cafe Area) - Class C Retail Alcohol License with Catering Privileges - Renewal
5. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe #3, 1725 Jordan Creek Parkway (Cafe Area) - Class C Retail Alcohol License with Catering Privileges - Renewal
6. Des Moines Prime, LLC d/b/a Ruth's Chris Steak House, 950 Jordan Creek Parkway - Add Outdoor Service Privileges to Existing Class C Retail Alcohol License - New
7. Trader Joe's East, Inc. d/b/a Trader Joe's #721, 6305 Mills Civic Parkway, Suite 2111 - Class B Retail Alcohol License - New

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

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

ITEM:

DATE: August 7, 2023

Motion – Approve request by West Des Moines Valley and Dowling High Schools to allow parking on grass during 2023 Valley Stadium events

FINANCIAL IMPACT:

The granting of this Motion would have little or no financial impact to the City.

BACKGROUND:

West Des Moines Valley and Dowling high schools have requested that they be allowed to park vehicles on the school property grass near Valley Stadium during the varsity football games in 2023 and the Valleyfest band competition on October 7, 2023. Athletic department and activities officials from the schools estimate that parking on the designated area of school property grass could accommodate as many as 400-500 vehicles for certain events that generate a lot of fan interest. The schools would be responsible for installing barricades or cones to separate the city and school properties on the City Hall / School campus (see the attached overhead aerial map for the designated parking area). No parking would be allowed on grass on city property near Valley Stadium. The parking on school property grass would occur weather permitting.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve this Motion to allow parking on grass on school property near Valley Stadium for 2023 events.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



Athletics & Activities Department
Valley High School
3650 Woodland Avenue • West Des Moines, IA 50266
515-633-4000 • www.wdmcs.org/schools/valley/

July 21, 2023

Dear Sirs,

The West Des Moines Community Schools and more specifically, the Athletics Department at Valley High School would like to request permission to park cars on the grass lot directly east of the north parking lot at Valley Stadium for the football games listed below. This has been past practice on busy game nights in the fall to help alleviate the overcrowding of the parking around the stadium and into the neighborhoods.

Valley High School will provide security and parking attendants to monitor the area throughout the night. We will also not use the area if deemed too wet and could cause damage to the property.

Stadium Schedule (2023)

Teams involved

Friday, August 25	Southeast Polk @ Valley
Friday, September 1	Dowling @ Valley
Friday, September 8	Ankeny @ Dowling
Friday, September 15	Waukee NW @ Dowling
Friday, September 22	Ames @ Valley (Homecoming)
Friday, September 29	Waukee NW @ Valley
Friday, October 6	Urbandale @ Dowling
Saturday, October 7	Valleyfest (Band) All day
Friday, October 13	Ankeny @ Valley
Friday, October 20	SC North @ Dowling
Friday, October 27	1st Round of the Playoffs
Friday, November 3	2nd Round of the Playoffs

Respectfully,

Brad Rose
Director of Athletics



Thank you,

Brad Rose, CAA Activities Director

Valley Activities Department

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

ITEM: Approval of Block Party Lane Closure
3000 Block of Giles Street

DATE: August 7, 2023

FINANCIAL IMPACT: None

BACKGROUND:

Ordinance 2013 was adopted by the City Council on November 25, 2013, establishing that street or lane closures for special events on arterial or collector streets shall require approval of the City Council.

The residents of the 3000 block of Giles Street have submitted a block party application requesting the temporary closure of their segment of the street from 4:00 p.m. to 11:30 p.m. on Saturday, August 26, 2023. The application meets the requirement for signatures, as the petition was signed by 100 percent of the affected properties.

This requires Council approval because Giles Street is classified as a minor collector street.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Lane Closure as Requested for a Block Party

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	



31 St

Giles St

Giles St

520 St

Giles St

521 St

Giles St

3008 Giles Street

3004

3004

3004

Giles St

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

DATE: August 7, 2023

ITEM: Motion – Approval of Settlement Agreement for violation of alcohol law

FINANCIAL IMPACT: \$1,000.00 (positive impact to City)

BACKGROUND:

Pursuant to state law, a municipality is entitled to assess a \$1,000.00 fine for a first violation against alcohol permittees who have been found in violation of selling, dispensing or permitting the consumption of any alcoholic beverage between the hours of 2:00 AM and 6:00 AM at their respective places of business.

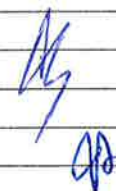
On or about the dates referenced on attached Exhibit “A”, an employee of the permittee was cited for selling, dispensing or permitting the consumption of any alcoholic beverage between the hours of 2:00 AM and 6:00 AM at their place of business. On or about July 10, 2023, the City of West Des Moines Legal Department sent notice of the violation to the permittee. Since that time, said permittee acknowledged the settlement agreement and returned payment of the fine for its violation.

RECOMMENDATION:

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

Lead Staff Member: Jessica Grove, Assistant City Attorney

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

EXHIBIT "A"

Licensee

Press Roll Pererroll LLC
3939 Grand Avenue
Des Moines, IA 50312

D/B/A

Tonic Bar
5535 Mills Civic Parkway
West Des Moines, IA 50266

**Date of
Violation**

5/3/23

#Violation

After Hours
– paid \$1,000 civil
penalty

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

ITEM: Motion – Approve the purchase and implementation of public safety cellular and radio solution at the RecPlex and Public Services buildings.

DATE: August 7, 2023

FINANCIAL IMPACT: 6 vendors provided bids for the public safety radio and cellular signal improvement solution. Payment will be from General Fund account # 500.000.000.5250.490 at a not to exceed cost of \$520,000 for all materials and installation. This recommendation has received approval from Finance and Administration. A winning bid was initially selected and after doing a walkthrough of both facilities, the (previously) winning bidder was unable to honor their initial bid, due to unforeseen and significantly more expensive installation costs. This request is to proceed with the next best bid, which is Pierson Wireless.

BACKGROUND: Currently, cellular signal at both the RecPlex and Public Services buildings are of poor quality and public safety radio is also unable to communicate at the Public Services building (the RecPlex already has a public safety radio solution in place). Shive Hattery facilitated a wireless signal assessment and found that signal strength is greatly lacking at both facilities. Each facility has excellent outdoor coverage, so there is a very high degree of confidence that this solution will remedy the issue.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approval to purchase the Pierson Wireless solution.

Lead Staff Member: Joe Menke, IT Director

STAFF REVIEWS

Department Director	Joe Menke
Appropriations/Finance	TS
Legal	
Agenda Acceptance	JD

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	7/19/23		
Recommendation	Yes	No	

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

DATE: August 7, 2023

ITEM:

Motion - Approval to Sell Surplus City Equipment

FINANCIAL IMPACT:

Approximate revenue to the General Fund of \$20,000.

BACKGROUND:

On April 30, 2012, City Council approved a Disposal of Surplus Property Policy and retention of GovDeals.com for disposal of excess City property.

Public Services has accumulated and inventoried a list of the following surplus items to be sold by auction on GovDeals.com:

APPROXIMATE VALUE \$20,000.00

1	2016 Ford F-450 - Unit 594D – VIN #1FDUF4HT7GEB98039
---	--

RECOMMENDATION:

City Council Approve:

- Motion authorizing the Department of Public Services to proceed with the on-line sale of accumulated surplus City equipment.

Lead Staff Member: Rian Rasmussen, Fleet Manager

Department Director	Bret Hodne, Public Services Director <i>RBD</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	
Agenda Acceptance	<i>RA</i>

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

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

ITEM: Motion to Approve Agreement for Natural Gas Sales --
Symmetry Energy Solutions, LLC

Date: August 7, 2023

FINANCIAL IMPACT: Undetermined positive impact to the City due to natural gas utility expense savings. Natural gas rates will be lower than those currently being paid to MidAmerican Energy to serve West Public Services and RecPlex Facilities, but the exact dollar savings are difficult to estimate due to future rate and usage fluctuations.

BACKGROUND: On September 7, 2006, the City approved a Natural Gas Agreement with the Iowa Joint Utility Management Program (I-Jump). I-Jump at the time was an entity selling and delivering natural gas as a bulk commodity to public agencies in Iowa. The focus of their customer base is larger users of natural gas such as cities and school districts. They work in partnership with MidAmerican Energy but sell the natural gas to customers at prices below the retail rates charged by MidAmerican Energy. The City enrolled several of its larger buildings in the program (Library, City Hall, Law Enforcement Center, Public Safety Stations).

Over the past seventeen years, this relationship has continued with the Agreement not specifying an end-date. Several years ago, the I-Jump program changed to be managed another entity, Symmetry Energy Solutions, LLC.


Earlier this year, the City's Grant and Procurement Coordinator reviewed this agreement and subsequently approached Symmetry with a request to add the Rec Plex and West Public Services facilities to the list of buildings covered under the Agreement. At that time, Symmetry suggested a new agreement would better serve each party. Staff has negotiated a new agreement which added those two major facilities and deleted some inefficient smaller ones from the scope of services. Legal has agreed to its terms and the Finance & Administration Subcommittee has reviewed the agreement. A copy of the agreement, as well as a listing of changes to buildings being served by the agreement, is attached.

OUTSTANDING ISSUES: None

RECOMMENDATION: Approve the Agreement with Symmetry Energy Solutions, LLC

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	June 28, 2023		
Recommendation	Yes	No	Split



BASE GAS SALES AGREEMENT

This Base Gas Sales Agreement (this "**Base Contract**") is entered into as of September 1, 2023 (the "**Effective Date**") between Symmetry Energy Solutions, LLC, a Delaware limited liability company ("**Seller**"), and the Buyer as identified below for the sale and purchase of natural gas. Seller or Buyer may hereinafter be referred to individually as a "**Party**" and together as the "**Parties**." The Base Contract, along with the Transaction Confirmation (as defined below) governs all transactions that the Parties have entered into on or after the Effective Date for the purchase by Buyer of Gas from Seller (each, a "**Transaction**", collectively the "**Agreement**"). For the purposes of this Agreement, natural gas or "**Gas**" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane and used as fuel.

1. **Notices.** Any notice, request, claim, demand, Transaction Confirmation and other communication required under this Agreement must be provided in writing ("**Notice**") and, unless the method of delivery is expressly stated otherwise in this Agreement, will be sent either via U.S. mail, private courier service, facsimile, or electronic message to the applicable address listed below. In accordance with this Section, both Parties shall advise the other party of any changes or updates to its contact information for Notice purposes. A failure to provide timely updates to Notice information constitutes a waiver of any challenge to the adequacy of Notice via the contact information identified in this Section 1. Except as otherwise provided in this Base Contract, a Notice will be considered effective (a) on the date sent, if such Notice is sent by either Party via fax machine or electronic message, and (b) on the 2nd Business Day after the date such Notice is sent by either Party via U.S. mail or private courier service. "**Business Day**" means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

Seller's Address:

9811 Katy Freeway, Suite 1400
Houston, TX 77024
Phone: (800) 495-9880

Seller's Address for Notices

(Same as above):

Attn: Legal
Email: legal@symmetryenergy.com
Attn: Contract Administration
Email: confirms@symmetryenergy.com

Seller's Address for Transaction Confirmations

(Same as above):

Attn: Contract Administration
Email: confirms@symmetryenergy.com

Buyer Other Information:

Federal Tax ID: 42-6005359
Other Tax ID: _____
Jurisdiction of Organization: Iowa
Company Type: Corporation Ltd. Partnership
 LLC Partnership
 LLP Governmental Authority

Buyer's Legal Name: City of West Des Moines

Buyer's Address: PO Box 65320
City/State/Zip: West Des Moines, IA 50265
Phone:

Buyer's Address for Notices:

Attn: Ryan Jacobson, City Clerk
Address: PO Box 65320
City/State/Zip: West Des Moines, IA 50265
Phone: 515-222-3603

Email: ryan.jacobson@wdm.iowa.gov

Buyer's Address for Transaction Confirmations:

Attn: Tim Stiles, Finance Director
Address: PO Box 65320
City/State/Zip: West Des Moines, IA 50265
Phone: 515-222-3611

Email: tim.stiles@wdm.iowa.gov

Buyer's Address for Invoices:

Attn: Accounts Payable
Address: PO Box 65320
City/State/Zip: West Des Moines, IA 50265
Phone: 515-222-3609

Email: ap@wdm.iowa.gov
Email:

2. Transaction Confirmations. With respect to each Transaction, Seller shall sell and deliver, and Buyer shall purchase and receive, the Volume Commitment of the Gas at the Delivery Point(s) for the Delivery Period, and Buyer shall pay Seller the Contract Price. Before a Transaction becomes binding on either Party, Seller shall send a written confirmation of the terms of such Transaction (a "**Transaction Confirmation**") to Buyer via electronic message as soon as practical after the Parties reach agreement on such terms. A Transaction and the applicable Transaction Confirmation shall become binding on the Parties, (i) absent manifest error, automatically at 5:00 p.m., Central Standard Time, on the second Business Day following the day the Transaction Confirmation is sent to Buyer (the "**Confirm Deadline**"), unless a Party cancels the Transaction or disputes or revokes the Transaction Confirmation via electronic message to the other Party delivered prior to the Confirm Deadline or (ii) on the effective date of Buyer's execution and delivery to Seller of the unmodified Transaction Confirmation; whichever occurs first. The Transaction Confirmation (as defined herein) represents the Parties' final agreement regarding the specific terms of the Transaction and supersedes any prior oral or written agreements, understandings or promises relating to the Transaction. In the event of a conflict between the terms of the Agreement and Transaction Confirmation, the latter shall control for that relevant Transaction, except as to Sections 4 (Restrictive Orders), 8 (Performance Breach), 9 (Early Termination), 13 (Force Majeure), and 18 (Market Disruption) of this Agreement, which shall always govern and control. Any amendments or modifications to a Transaction Confirmation after the Confirm Deadline must be in writing and signed by both Parties.

3. Transaction Terms.

(a) Each Transaction Confirmation will specify, at a minimum, (i) the name of Buyer and Seller, (ii) Buyer's facility or account that is the subject of the Transaction (the "**Facility**"), (iii) the contract price for Gas (the "**Contract Price**"), (iv) any associated fees and charges applicable to the Transaction (collectively, the "**Additional Charges**"), (v) the primary term of the Transaction (the "**Initial Period**") and whether any automatic term renewals apply following the Initial Period (the term following the Initial Period, a "**Renewal Period**" and, together with the Initial Period, the "**Delivery Period**"), (vi) the point(s) where Seller will deliver the Gas to Buyer (the "**Delivery Point(s)**"), (vii) the Gas volumes Seller is obligated to deliver to and Buyer is obligated to receive at the Delivery Point(s) (the "**Contract Quantity**" or "**Volume Commitment**", such terms being used herein interchangeably), and (viii) whether such deliveries and receipts will be Firm or Interruptible (the "**Performance Obligation**"). If a Transaction Confirmation does not specify that a Renewal Period applies, but Seller continues to deliver and Buyer continues to receive Gas after the expiration of the Initial Period, then the Transaction will be deemed to automatically continue for a month-to-month Renewal Period under the terms of the Transaction Confirmation until terminated by either Party upon 30 days' Notice, except that (i) the Contract Price during each month of such Renewal Period will be determined by Seller and (ii) the Volume Commitment during each month of such Renewal Period will be (x) the quantity nominated by Buyer (or Seller on behalf of Buyer) or (y) Buyer's historical receipt of Gas at the Delivery Point(s) as determined by Seller ("**Buyer's Gas History**").

(b) Subject to prior credit approval by Seller, Buyer may elect to convert the Contract Price (if it is a floating price) for a portion of the Volume Commitment in a Transaction Confirmation (the "**Base Transaction Confirmation**") from a floating price to a fixed price (commodity, basis differential, or both). The fixed price (or fixed price component if both commodity and basis differential are not fixed) and the portion of the Volume Commitment subject thereof must be mutually agreed upon by the Parties and the terms of any such agreement will be set forth in a separate fixed price Transaction Confirmation (a "**Fixed Price Transaction Confirmation**"). Unless otherwise specifically provided for in the Fixed Price Transaction Confirmation, all other terms and conditions of the Base Transaction Confirmation including, but not limited to Additional Charges will continue to apply.

(c) If a Transaction Confirmation specifies (i) a fixed price or a first-of-month (FOM) index price as the Contract Price and (ii) the Volume Commitment as 100% of Buyer's Gas requirements at the Delivery Point(s), then the following provisions will apply: (a) Buyer acknowledges and understands that Seller is utilizing Buyer's Gas History for purposes of determining the Contract Price, Volume Commitment, and Gas services to Buyer's Gas requirements for the Delivery Period; and (b) in the event of any material variance (hereby defined as plus/minus 10% or greater) between Buyer's actual Gas at the Delivery Point(s) and Buyer's Gas History results in reasonable variance charges, incremental Gas purchase or sales, penalties, damages, or other costs and expenses, then such amounts will be reimbursed by, or passed through to, Buyer.

(d) If a Transaction Confirmation is subject to (i) a Renewal Period and (ii) a fixed price with respect to all or part of the Volume Commitment for any month during the Renewal Period, as applicable, then in effect, then the Delivery Period of the Transaction Confirmation will be deemed to have been extended through and including the last calendar month of the Renewal Period in which all or part of the Volume Commitment for any month occurring during such Renewal Period is subject to a fixed price.

4. Restrictive Orders. The Parties acknowledge that an operational flow order, curtailment order, critical notice, or other governmental or Transporter directive concerning actual or potential limits or restrictions on the transportation, delivery, receipt, and/or use of Gas to, by, or for Seller, Buyer, or its affiliates (the "**RO Gas**") or otherwise may occur (a "**Restrictive Order**") with little to no advance notification. Each Party will comply with and take all commercially reasonable

actions necessary to mitigate the impact of such Restrictive Order, and any charges or penalties assessed by a governmental authority or Transporter will be borne by the Party who failed to mitigate or comply with such Restrictive Order. A Restrictive Order may require, or may result in the need for (as reasonably determined by Seller), Seller to sell RO Gas to Buyer at a price subject to then-current market pricing, which may differ from the Contract Price set forth in an affected Transaction, and any such RO Gas will be priced and invoiced to Buyer (including any charges or penalties applicable thereto) as reasonably determined by Seller and paid by Buyer in accordance with Section 5. Seller shall deliver or receive RO Gas on a commercially reasonable basis, including subject to available transportation. For the avoidance of doubt, RO Gas will not be priced at the Contract Price and is not counted towards or subject to the Volume Commitment or Buyer's full requirements of, the affected Transaction. If Buyer fails to comply with a Restrictive Order, Buyer shall be responsible for compensating Seller for Gas, at pricing reasonably determined by Seller, to provide RO Gas or otherwise cover Buyer's receipt or use of Gas. Notwithstanding anything herein, if because of any Restrictive Order Seller is unable to deliver or Buyer is unable to receive all or a portion of the applicable Volume Commitment, then Seller will have no obligation to credit to or repurchase from Buyer any portion of such Volume Commitment. For the purposes of this Agreement, a "Transporter" is the Gas gathering or pipeline company, or local distribution company, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point(s) specified in a Transaction Confirmation.

5. Invoicing and Payment. Seller will invoice Buyer on a monthly basis for all Transactions in effect during the preceding month based on the Contract Price, Volume Commitment and Additional Charges, if any, set forth in the respective Transaction Confirmations. Buyer will pay Seller the full invoice amount in accordance with the payment instructions set forth on the invoice within 30 (thirty) days of the invoice date (the "**Payment Due Date**"); *provided, however*, that if the Payment Due Date falls on a non-Business Day, the Payment Due Date shall be the following Business Day; *provided, further, however*, if Buyer, in good faith, disputes the invoice amount, Buyer will pay the undisputed amount of the invoice by the Payment Due Date and provide a dispute Notice, including written documentation with reasonably fully particulars to support the disputed amount, within 10 days following the Payment Due Date or else waive the right to challenge the invoice amount. If Buyer fails to pay any undisputed invoiced amounts or provide written documentation with reasonably fully particulars to support any disputed amount by the Payment Due Date, Seller may charge and collect from Buyer a late fee equal to the lesser of 1½% of the outstanding balance per month (compounded monthly) or the maximum interest rate allowed by law. Notwithstanding any other provision herein, the aggregate interest rate charged with respect to any amounts payable hereunder, including all charges or fees in connection therewith deemed in the nature of interest under applicable law, shall not exceed the highest rate permitted by applicable law. It is the intention of the parties to conform strictly to any applicable usury laws. Accordingly, if any party contracts for, charges, or receives any consideration which constitutes interest more than the highest rate permitted by applicable law, then any such excess shall be cancelled automatically and, if previously paid, shall at such party's option be (i) applied to any outstanding amounts due hereunder from or (ii) refunded to the other party. Buyer will pay Seller for all costs and expenses reasonably and actually incurred including reasonable attorney's fees) to collect any past due invoiced amounts. Buyer will be responsible for and pay all taxes and fees assessed by governmental entities on the purchase and sale of Gas hereunder (including any gross receipts taxes and franchise fees). If Buyer is entitled to a tax exemption, Buyer shall provide Seller with any necessary documentation of such exception. All invoices and associated payments are final unless either Party disputes the accuracy of such invoice(s) or payment(s) in writing, with reasonably full particulars to support such dispute, within two (2) years after the invoice date (or later if applicable Transporter tariff provisions allow).

6. Measurement. The Gas quantities used for invoicing purposes will be the Gas quantities as measured during the invoice period by the applicable Transporter operating the Gas metering equipment at the Delivery Point(s) as ultimately determined and reported by the Transporter (the "**Measured Volumes**"). In the event the Measured Volumes are not reported by the Transporter before Seller's invoice date, the Gas quantities at the Delivery Point(s) for that invoice will be estimated by Seller and such estimated quantities will then be adjusted to the applicable Measured Volumes on Seller's next invoice after such Measured Volumes are reported by the Transporter. For any invoice period during which Gas is delivered by Seller to Buyer under two or more Transactions to the same Delivery Point(s), Seller will apply the Measured Volumes for invoicing purposes in the following order (and therein all in ascending date order): (i) FM Gas, (ii) RO Gas, (iii) fixed price, (iv) index price, and then (v) market rate.

7. Credit Terms. Buyer must meet Seller's creditworthiness standards at all times. Buyer will provide to Seller, as Seller may reasonably request from time to time, sufficient information to enable Seller to determine Buyer's creditworthiness, including, but not limited to, financial statements. If Buyer does not at any time meet Seller's creditworthiness standards Seller may require that Buyer provide sufficient credit support for Buyer's payment obligations under this Agreement, in the form and amount, for a term, and from an issuer (as the case may be) reasonably acceptable to Seller. Any credit support subject to an expiry date and which is not renewed or renewable by the issuer must be replaced with adequate credit support meeting the requirements hereof and provided to Seller prior to the expiration of the expiring credit support. Buyer authorizes Seller to obtain Buyer's Gas usage data and credit history from any Transporter serving Buyer's Facilities and appoints Seller as its agent solely for the purpose of obtaining such usage data and credit history. Each Party agrees that this Section 7 supersedes and replaces in their entirety any requirements of law relating to assurance of future performance, including without limitation Article 2 of the Uniform Commercial Code.

8. Performance Breach. As used in this Agreement, "**Firm**" means that either Party may interrupt its performance without liability only to the extent that such performance is excused by a Force Majeure Event or the action(s) or inaction(s) of the other Party, and "**Interruptible**" means that either Party may interrupt its performance at any time for any reason without liability. Except as provided in Section 9, and unless a different remedy for breach of a Firm obligation is specified in a Transaction Confirmation, the sole and exclusive remedy of the Parties in the event of a breach of a Firm obligation is, in addition to the payment or reimbursement of any Transporter imbalance charges or penalties caused by such breach, as follows: (a) in the event of a breach by Seller on any day, Seller shall pay Buyer an amount (that amount, "**Seller's Cover Payment**") equal to the difference between the Volume Commitment for that day and the quantity of Gas delivered to the Delivery Point(s) during that day, multiplied by the positive difference, if any, obtained by subtracting the Contract Price from a daily index price reflecting then-current market conditions that correlate to the location of the most relevant supply pool, as determined by Seller in a reasonable manner (the "**Daily Spot Price**"); and (b) in the event of a breach by Buyer on any day, Buyer shall pay Seller an amount (that amount, "**Buyer's Cover Payment**") equal to the difference between the Volume Commitment for that day and the quantity of Gas received at the Delivery Point(s) during that day, multiplied by the positive difference, if any, obtained by subtracting the Daily Spot Price from the Contract Price. Seller will apply a credit in the amount of Seller's Cover Payment, if any, and a charge in the amount of Buyer's Cover Payment, if any, in the invoice(s).

9. Early Termination.

(a) Either Party may (i) terminate a Transaction if (x) the other Party breaches a Firm obligation with respect to such Transaction for a period of more than 30 consecutive days regardless of whether such failure is excused, in whole or in part, by a Force Majeure Event or (y) the Facility or Delivery Point(s) that are the subject of the Transaction are served by a Transporter and become ineligible for transportation service by such Transporter regardless of whether such ineligibility is excused, in whole or in part, by a Force Majeure Event, and (ii) terminate this Agreement and all Transactions then in effect if the other Party or its guarantor (if any) files or has filed against it a petition for relief under the United States Bankruptcy Code or similar state law for the protection of creditors, or otherwise becomes bankrupt or insolvent, has a receiver or similar official appointed with respect to it or substantially all of its assets, makes an assignment or any general arrangement for the benefit of creditors, or is unable to pay its debts as they fall due.

(b) Seller may terminate this Agreement and all Transactions then in effect if Buyer or its guarantor (if any): (i) fails to pay any invoice amount not subject to a Dispute Notice provided pursuant to Section 5 on or before 15 days following the Payment Due Date, if such failure is not excused or cured within 5 business days after written Notice thereof from Seller; (ii) fails to provide credit support in accordance with Section 7 on or before the end of the 2nd Business Day following Seller's request; (iii) fails to perform or maintain in full force and effect any obligation owed to Seller with respect to any credit support provided under Section 7; or (iv) makes any representation or warranty that was false or misleading in any material respect when made or when deemed made or repeated, or if any representation or warranty becomes untrue or incorrect in any material respect.

(c) The Party having the right to terminate under this Section (the "**Non-Defaulting Party**") may give Notice of termination to the other Party (the "**Defaulting Party**"), and such termination will be effective upon the date of the Notice, unless a later termination date is designated in the Notice, in which case the termination will be effective upon such later termination date, which later date must be no later than 20 days after the date of the Notice (the effective date of the termination, the "**Early Termination Date**"). To the extent the right to terminate under this Section has occurred and is continuing, the Non-Defaulting Party may also immediately suspend all delivery, receipt, and payment obligations owed under the Terminated Transactions.

10. Early Termination Damages.

(a) If one or more Transactions will be terminated pursuant to Section 9 (the "**Terminated Transactions**"), the Non-Defaulting Party will, as soon as reasonably practicable after the Early Termination Date, liquidate and accelerate the outstanding Volume Commitments under each Terminated Transaction (the sum thereof, the "**Outstanding Volumes**") as of the Early Termination Date at a market price for similar transactions at the affected Delivery Point(s), as determined by the Non-Defaulting Party in a commercially reasonable manner (the "**Market Price**"). If the product of the Outstanding Volumes multiplied by the Market Price (that product, the "**Market Value**") is greater than the product of the Outstanding Volumes multiplied by the Contract Price (that product, the "**Contract Value**"), then the difference between them, as discounted by the Non-Defaulting Party to present value in a commercially reasonable manner as of the Early Termination Date, (the "**Liquidated Damages**") will be owed by Seller to Buyer and, if the Contract Value is greater than the Market Value, then the Liquidated Damages will be owed by Buyer to Seller.

(b) The Non-Defaulting Party will, as soon as reasonably practicable after determining the Liquidated Damages, (i) net or aggregate, as appropriate, the Liquidated Damages against or with (A) all outstanding payment obligations owed

between the Parties under the Terminated Transaction(s) as of the Early Termination Date (including any Buyer Cover Payment or Seller Cover Payment) for which payment has not been received, (B) any and all costs and penalties imposed by a Transporter or other third party on the Non-Defaulting Party as a result of the early termination, (C) all reasonable, out-of-pocket costs and expenses incurred by the Non-Defaulting Party in connection with terminating and liquidating the Terminated Transactions, including but not limited to, any brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by the Non-Defaulting Party either in terminating any arrangements undertaken to hedge its obligations under the Terminated Transactions or in entering into new arrangements to replace the Terminated Transactions, and (D) any and all costs and expenses incurred by the Non-Defaulting Party (including reasonable attorney fees and court costs, if any) to collect any amounts due, or in connection with enforcing its rights, hereunder, so that all such amounts are netted or aggregated to a single liquidated amount payable by one Party to the other (the "**Net Settlement Amount**") and (ii) notify the Defaulting Party of the Net Settlement Amount. The Party owing the Net Settlement Amount shall pay it in full to the other Party within 15 days after the date of that Notice. Interest on any unpaid portion of the Net Settlement Amount will accrue from the date due until the date of payment at the rate set forth in Section 5.

11. Risk of Loss, Indemnification and Disclaimer of Implied Warranties. For each Transaction, title to and risk of loss for the Gas will pass to Buyer at the Delivery Point(s). Seller shall indemnify Buyer and save it harmless from all losses, liabilities, damages and demands including reasonable attorneys' fees and costs of court ("**Losses**") arising from or out of claims of personal injury, including any wrongful death action, or property damage from said Gas (collectively, the "**Claims**") that attach before title to said Gas passes to Buyer, and Buyer will indemnify Seller and save it harmless from all Losses arising from or out of Claims that attach at and after title to said Gas passes to Buyer, except those Losses attributable to Seller's negligence or intentional misconduct. If Buyer is a governmental entity, these indemnity obligations will only apply to the extent permitted by applicable law. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THE IMMEDIATELY PRIOR SENTENCE, SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, WHETHER STATUTORY OR COMMON LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Assignment. Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, except that either Party may assign this Agreement after Notice to the other Party, *provided that*: (a) in the case of an assignment by Seller, such assignment is (i) to an Affiliate or a successor resulting from a merger or the acquisition of all or substantially all of Seller's assets or equity or (ii) an assignment, transfer, encumbrance or pledge of this Agreement, or the accounts, revenues or proceeds hereof, in connection with any financing or other financial arrangements; and (b) in the case of an assignment by Buyer, (i) such assignment is to an Affiliate or a successor resulting from a merger or the acquisition of all or substantially all of Buyer's assets or equity and (ii) such Affiliate or successor meets Seller's creditworthiness standards as determined by Seller prior to any such assignment taking effect. In no event may either Party sever a Transaction, or any portion of its rights or obligations to receive or deliver Gas under a Transaction, from this Agreement and transfer such Transaction or such rights or obligations separately from the remainder of the Transaction or this Agreement without the express written consent of the other Party. Notwithstanding any assignment hereunder, the assigning Party shall be liable for all obligations incurred or arising under this Agreement prior to the effective date of an assignment otherwise permitted under this Section 12 (the "effective date" of an assignment shall be the date on which the assignee expressly agrees to accept and assume this Agreement and all corresponding obligations from the assigning Party arising as of such date). As of and after the effective date of such permitted assignment, the assignee shall become liable for all obligations arising hereunder to the same degree and to the same extent as if the assignee was the original Party to this Agreement, the assigning Party shall be released from any further obligations hereunder, and the assignee shall become known as "the Buyer" or "the Seller", as appropriate, under this Agreement on and from said effective date. For the sake of clarity, unless otherwise agreed to in writing by the other Party, the assigning Party will remain liable for all obligations incurred hereunder prior to the effective date of any assignment. Any attempted assignment in violation of this Section will be null and void and without effect. This Agreement will be binding on the Parties' respective permitted successors and assigns. "**Affiliate**" means an entity that controls, is controlled by, or is under common control with, the assigning Party. "**Control**" of any entity means ownership of at least fifty percent of the voting power of the entity.

13. Force Majeure.

(a) If either Party is prevented or delayed as a result of a Force Majeure Event from performing, in whole or in part, one or more of its obligations under a Transaction and such Party (the "**Claiming Party**") uses commercially reasonable efforts to give Notice of the Force Majeure Event to the other Party or to the other Party's representative or agent, then from the date the Force Majeure Event commenced and to the extent and for the duration thereof, the Claiming Party will be excused from the performance of its obligations with respect to such Transaction, and shall not be liable for any delay or failure in performing such obligations, if and to the extent that such failure or delay is a result of such Force Majeure Event (other than the obligation to make payments that are otherwise due and payable under this Agreement), including, without limitation, any obligation to deliver the full Volume Commitment and any obligation to deliver the Volume Commitment or

Buyer's full requirements at the Contract Price. The Claiming Party's Notice of such Force Majeure Event may initially provide Notice verbally, but will provide written Notice with reasonable detail of the Force Majeure Event as soon as reasonably practicable. The Claiming Party will use commercially reasonable efforts to remedy the failure or delay to perform as a result of the Force Majeure Event; *provided, however*, (A) Seller is not obligated to deliver, and Buyer is not obligated to receive, Gas under a Transaction at points other than the Delivery Point(s) thereunder; (B) neither Party is required to use extraordinary efforts or incur extraordinary costs to avoid or resolve the Force Majeure Event or its impacts; (C) a Force Majeure Event shall not extend the Delivery Period of any Transaction; (D) Seller is not obligated to procure Gas from alternate sources, such as storage; and (E) neither Party is obligated to make up any quantity of Gas it would otherwise have been obligated to sell or purchase, as the case may be, during any period in which a Force Majeure Event was validly claimed.

(b) In the event of a Force Majeure Event, Seller has the right to reduce the quantity of Gas it is obligated to deliver and allocate Seller's Gas Supply as Seller determines in its sole discretion across its customers, including Buyer. "**Seller's Gas Supply**" means Gas acquired by or on behalf of Seller from a third-party supplier or suppliers, whether individually or on an aggregated basis, on a regional, pipeline or geographic basis (as determined solely by Seller in the conduct of its regular business), and from which Seller allocates quantities to be used by Seller to fulfill, in whole or in part, the monthly Volume Commitment (or any daily proration thereof) specified in a Transaction; *provided, however*, unless otherwise expressly agreed to in a Transaction that also specifically memorializes any agreed upon monetary consideration or fees paid therefor by Buyer to Seller, 'Seller's Gas Supply' excludes Gas in any type of storage, imbalance account or any incremental or balance-of-month Gas purchased by or on behalf of Seller in the daily spot market. A Force Majeure Event may require, or may result in the need for (as reasonably determined by Seller), Seller to sell Gas to Buyer ("**FM Gas**") at a price subject to then-current market pricing, which may differ from the Contract Price set forth in an affected Transaction, and any such FM Gas will be priced and invoiced to Buyer (including any charges or penalties applicable thereto) as reasonably determined by Seller and paid by Buyer in accordance with Section 5. Seller shall deliver or receive FM Gas on a commercially reasonable basis, including subject to available transportation. For the avoidance of doubt, FM Gas will not be priced at the Contract Price of, and is not counted towards or subject to the Volume Commitment or Buyer's full requirements of, the affected Transaction. If Buyer receives Gas during a Force Majeure Event, Buyer will be responsible for compensating Seller for Gas, at pricing reasonably determined by Seller, to provide FM Gas or otherwise cover Buyer's receipt or use of Gas. During a Force Majeure Event, Seller's ability or efforts to source Gas or otherwise cover Buyer's receipt of Gas shall not affect Seller's ability to invoke or the validity of a Force Majeure Event or benefit from the rights set forth in this Section. Notwithstanding the foregoing, if as a result of a Force Majeure Event Seller is unable to deliver or Buyer is unable to receive all or a portion of the applicable Volume Commitment, then Seller will have no obligation to credit to or repurchase from Buyer any portion of such Volume Commitment.

(c) "**Force Majeure Event**" means an event or circumstance, whether of the kind described herein or otherwise, that prevents or delays the Claiming Party from performing, in whole or in part, one or more of its obligations under a Transaction, which event or circumstance is not within the reasonable control of, does not result from the negligence of, and would not have been avoided or overcome by the exercise of reasonable diligence by, the Claiming Party. Subject to the foregoing sentence, Force Majeure Events include, but are not limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells, Gas processing facilities, lines of pipe or appurtenant facilities; (iii) interruption, termination and/or curtailment of Firm transportation (including but not limited to Restrictive Orders, pipeline capacity allocations, unscheduled maintenance, pipeline interconnect issues or other similar problems); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation (including but not limited to a tariff regulation in a Transporter's tariff). Unless otherwise specified in a Transaction, the term "Firm" in the preceding sentence means Seller's utilization in its sole discretion of firm service agreement(s) with Transporter(s) under which the Delivery Point(s) is not a specified primary point for the delivery of Gas. Neither Party shall be entitled to the provisions of this Section 13 to the extent the Party claiming Force Majeure failed to remedy the condition and to resume performance under this Agreement with reasonable dispatch; *provided, however*, that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such event.

14. Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE

CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

15. Forward Contract. The Parties agree that this Agreement, and each Transaction and Transaction Confirmation entered into under this Agreement, constitutes a "forward contract," that Seller and Buyer are each "forward contract merchants" and that this Agreement constitutes a "master netting agreement," in each case within the meaning of the United States Bankruptcy Code.

16. Dodd-Frank Transaction Classification. Each Party represents as of each time it enters into a Transaction that the Transaction qualifies for either (a) the forward contract exclusion as set forth under Section 1a(47)(B)(ii) of the Commodity Exchange Act or (b) the trade option exemption as set forth under 17 C.F.R. Section 32.3(a). Each Party will promptly give Notice to the other Party if the foregoing representation becomes incorrect or misleading. If a Transaction is subject to any governmental reporting requirements, including but not limited to any reporting requirements of the Commodity Futures Trading Commission enacted under Title 7 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, each Party will provide the other Party any information reasonably requested by such other Party to enable it to comply with those requirements.

17. Buyer Representations. Buyer represents and warrants to Seller, as of the Effective Date and the date of each Transaction Confirmation, that it (a) is acting for its own account; (b) has made its own independent decision to enter into this Agreement and each Transaction and as to whether this Agreement and each such Transaction is appropriate or proper for it based upon its own judgment; (c) is not relying upon the advice or recommendations of Seller in entering into this Agreement and each Transaction; (d) is capable of assessing the merits of and understands and accepts, the terms, conditions and risks of this Agreement and each Transaction; (e) understands that information and explanations of the terms of each Transaction will not be considered investment or trading advice or a recommendation to enter into that Transaction; (f) understands that no communication (written or oral) received from Seller will be deemed to be an assurance or guarantee as to the expected results of a Transaction; (g) this Agreement and each Transaction Confirmation has been executed by its duly authorized representative; (h) the execution, delivery and performance of the Agreement and each Transaction are within its powers, have been duly authorized by all necessary action, and do not violate any terms and conditions in its governing documents, any contracts to which it is a party or any law applicable to it; and (i) understands that Seller is not acting as a fiduciary or agent for or an advisor to it in respect of this Agreement or any Transaction.

18. Market Disruption. If a Market Disruption Event has occurred, then either Party may give Notice thereof to the other Party specifying in reasonable detail the event that has occurred constituting a Market Disruption Event. Upon the giving of such Notice, the Parties will negotiate in good faith to agree on a replacement price for the Index Price (or on a method for determining a replacement price for the Index Price) for the Affected Period. An "**Affected Period**" is any part of the Delivery Period under a Transaction affected by the Market Disruption Event. If the Parties have not agreed on or before the second Business Day following the date of the Notice of the occurrence of the Market Disruption Event, then the replacement price for the Index Price will be determined within the next two following Business Days with each Party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of natural gas for the Affected Period of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point(s). Once the Parties obtain the quotes, the following methodology shall be used to determine the replacement price for the Index Price: (i) if each Party obtains two quotes, the arithmetic mean of the quotations, excluding the highest and lowest values, shall be utilized; (ii) if one Party obtains two quotes and the other Party only obtains one quote, the highest and lowest values shall be excluded and the remaining quotation shall be utilized; (iii) if both Parties each obtain one quote, the arithmetic mean of the quotations shall be utilized; or (iv) if only one Party is able to obtain a quote, the obtained quotation should be utilized. For the purposes of the foregoing sentence, if more than one quotation is the same as the other quotation, and such quotations are the highest and/or lowest values, only one of the quotations shall be excluded. "**Index Price**" means the price or a factor of the price, based on a specified published index, agreed to in a Transaction as the Contract Price. "**Market Disruption Event**" means, relating to an Index Price in a Transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Index Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) a market abnormality, anomaly or other occurrence, other than during or caused by a Force Majeure Event, which causes the Index Price to no longer be reflective of the market price of Gas for the relevant market in the geographic area in which the Delivery Point(s) is located.

19. Dispute Negotiations. Any dispute, controversy, or Claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof, including a dispute of the invoice amount as contemplated by Section 5 (a "**Dispute**")

must be sent in writing to the other Party ("**Dispute Notice**"). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between the Parties, including not fewer than two negotiation sessions attended by an authorized representative of each Party. Any third-party energy manager or consultant of Buyer will not be deemed to be an authorized representative of Buyer for purposes of this Section unless Buyer expressly specifies such in writing to Seller. In the event the Parties are unable to resolve such Dispute within sixty (60) days of the date of the Dispute Notice for whatever reason, either Party may pursue enforcement its rights pursuant to this Agreement.

20. Intentionally omitted.

21. Governing Law & Forum Selection. This Agreement is to be construed and governed by the laws of the State of Iowa, exclusive of its choice of law rules. The Parties agree that the exclusive jurisdiction for any Dispute or litigation arising out of or relating to this Agreement shall be in Polk County District Court in Polk County, Iowa or the United States District Court for the Southern District of Iowa. The Parties waive any objection to jurisdiction and venue which the Parties otherwise may have to this venue for any such lawsuit.

22. Intentionally omitted.

23. Miscellaneous. Seller is aware Buyer is a governmental agency and its records are subject to disclosure pursuant to Iowa Code. No delay in exercising, waiver, or forbearance of any provision of this Agreement will be held to be a waiver or forbearance or require a waiver or forbearance of such provision in the future. Any portion of this Agreement which may be deemed to be unenforceable or illegal will not affect the enforceability or legality of its remaining terms. This Agreement will not be construed as creating any third-party beneficiaries hereof. Any and all amounts payable by either Party under this Agreement will be in U.S. dollars. This Agreement shall be deemed to have been drafted by both Parties. Both Parties obtained advice from competent counsel before executing this Agreement. This Agreement and each Transaction Confirmation may be executed in one or more counterparts. Delivery of an executed counterpart by facsimile or electronic mail in portable document format (.pdf) shall have the same effect as delivery of an executed original. Seller certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Agreement, engage in a Boycott of Israel.

24. Entire Agreement, Amendment and Construction. This Agreement constitutes the entire agreement between Buyer and Seller and supersedes any and all prior written or oral agreements and promises regarding the subject matter herein. This Agreement and all binding Transaction Confirmations (including any amendments to any of the foregoing) will be construed as a single integrated agreement. This Agreement cannot be amended except by written instrument signed by both Parties.

25. Agreement Termination. This Agreement may be terminated upon the earlier of: (a) by either Party upon the expiration of 30 days' prior Notice to the other Party if no Transactions are in effect and no obligations thereunder are outstanding, (b) automatically and without further action by the Parties, 2 years after the Effective Date if no Transactions are in effect and no obligations thereunder are outstanding, and (c) as otherwise set forth in this Agreement. Sections 6, 11, 12, 15 and 20 through 25 will survive any termination of this Agreement and continue in effect until the rights and obligations therein have been satisfied. It is further agreed that this Agreement, and/or any Transaction(s) then in effect, may be terminated by either Party upon the expiration of 30 days' prior Notice to the other Party if: (i) a Transporter files a tariff change or a court or governmental agency with jurisdiction (including, without limitation, the Federal Energy Regulatory Commission) causes a Transporter to initiate a tariff change in a manner that causes a Party to incur additional, unanticipated, material capital or operating costs (including, but not limited to, Transporter fixed and/or variable charges or fuel, or in connection with Transporter system operational limitations or restrictions) relating to its performance hereunder; and (ii) the Parties are unable, after good faith negotiations, to renegotiate the terms hereof and/or those of an affected Transaction.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Agreement with effect from the Effective Date.

["SELLER"]

["BUYER"]

Seller: Symmetry Energy Solutions, LLC

Buyer: City of West Des Moines

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



Symmetry Customer Portal

Register for the Symmetry Customer Portal to access your information 24 hours a day:

- View and Print Invoice and Account Payment History
- Manage account contacts and contact preferences
- View and Export Daily Usage and Monthly Billing volumes
- Sign up to receive your monthly Invoices as an attachment to an email
- Pay your Invoice securely online by clicking on the Invoice and Payment Options link
- View Energy Resources and Insights

To register, go to <https://portal.symmetryenergy.com/> (formerly myCES) and click on the Register link or reach out to your sales rep directly. Maintaining contact details with Symmetry will ensure you stay up to date with the latest information, including critical account notices, emergency notifications, invoices and more. As some information may be time sensitive, please review and update your contact information today.

Paperless Invoicing

We're now fully Paperless! Eliminating paper invoices helps us reduce waste and direct more resources to serving our customers. Invoices can now be received monthly via e-mail or online at our Customer Portal.

Payment Options

Method	Cost	Instructions
Automatic Bank Draft (ABD)	Free Maximum amount per transaction is \$9,999,999.99	Funds are automatically withdrawn monthly from your bank account in the amount of your current invoice on your invoice due date. To enroll, please complete the online authorization form at https://portal.symmetryenergy.com/ and hover over Invoice and Payment Options, selecting Sign Up for Auto Draft.
Online	Free Maximum amount per transaction is \$9,999,999.99	Electronic Funds Transfer (EFT) Funds are withdrawn from your bank account in the amount that you specify. There is no cost for this service! Payments are accepted by calling 866-578-7617 or online at https://portal.symmetryenergy.com/ . You will need your bank account and bank routing numbers, as well as the first seven-digits of your Symmetry Energy Solutions invoice number to process payment.
	\$57.95 per transaction* Maximum amount per transaction is \$3,000.00	Credit/Debit Card Credit and debit card payments are processed through HP Convenience Pay™, which charges a transaction fee. Discover, MasterCard and Visa cards are accepted. Payments are accepted by calling 866-578-7617 or online at https://portal.symmetryenergy.com/ . You will need the first seven-digits of your Symmetry Energy Solutions invoice number and card information to process payment. Please note that you do not need to be registered for the Symmetry Customer Portal to make this type of payment.
Phone	Cost varies by payment method	Call HP Convenience Pay at 866-578-7617. You will need the first seven-digits of your Symmetry Energy Solutions invoice number.
Wire or ACH Transfer	Free	Please use the wire or ACH transfer instructions and bank account number listed at the bottom of your current invoice, WIRE TRANSFER (ABA #021000021) or ACH (ABA #111000614): Account Number: 100080578

Currently Served By Symmetry

<u>Account #</u>	<u>Meter #</u>	<u>Name</u>
1611144019	TY0661459	Station #19
1776060012	TY0460943	Library
9777046022	T08716987	Law Enforcement
3727047028	TY1001313	Public Works

Returning to Utility Rate (Low Volume)

<u>Account #</u>	<u>Meter #</u>	<u>Name</u>
4251047025	T08910095	Station 17
1452102067	SY1300301	Station 18
5914047020	TY1101367	Station 21
4024052027	RE0910595	Station 22
8283044021	R91400058	Community Center

New Meters (Proposed to be supplied by Symmetry)

4053058348	TY1402359	RecPlex
374091044	TY0900763	W. Public Services

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

DATE: August 7, 2023

ITEM:

Motion – Approving Change Order #3
Blue Creek Stormwater Detention Facilities
IDOT Project No. IMN-235-2(678)1--OE-77

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$2,588,000.00	January 3, 2023	IDOT Contract
Change Order #1	\$11,000.00	April 12, 2023	Additional erosion control
Change Order #2	\$9,340.00	July 7, 2023	Replacement of CMP
Change Order #3	\$123,757.50	Pending	Buckeye pipeline
Total	\$2,732,097.50		

Costs for these change order items will be paid from account no. 660.000.000.5250.490 with the ultimate funding intended to come from Stormwater Revenue. The City secured a 20-year low interest loan (1.75% annual interest rate with a 0.50% servicing fee rate) through the Clean Water State Revolving Fund (SRF). The Iowa Department of Natural Resources (IDNR) administers the environmental and permitting aspects of the SRF program and the Iowa Finance Authority (IFA) manages the financial aspects of the SRF program.

BACKGROUND:

This project includes clearing, grubbing, excavation, grading, reinforced concrete box culverts, storm sewer, traffic control, and restoration associated with the Blue Creek Stormwater Detention Facilities that generally fall within or adjacent to the Iowa Department of Transportation (IDOT) right-of-way adjacent to I-235 and along Blue Creek from Valley West Drive to 22nd Street. The IDOT construction contract is set up to allow for 140 working days with an anticipated completion no later than Fall 2023.

The water level in Blue Creek was lowered during construction of the stormwater detention basins. In doing so, the Buckeye Partners petroleum pipeline was found to be exposed. After several meetings with Buckeye Partners and the Iowa Department of Transportation, it was determined that the best course of action was to lower the elevation of the bottom of the Blue Creek channel slightly to allow three new 24-inch storm sewer pipes to be installed under the pipeline and allow for a minimum separation of 18" between the bottom of the pipeline and the top of the storm sewer. In addition, a berm would be constructed over the top of the pipeline to provide a minimum of 24" of cover over the top of the pipeline. The berm would be reinforced with grid-tied block matting to provide additional protection for the pipeline when flows exceed the capacity of the three new 24-inch storm sewer pipes and flows over the top of the pipeline.

For this project, and recently on another project, the DOT allowed the City to place its improvements on DOT right-of-way without compensation. This is a departure from past practice that benefits the

City. It is the position of the DOT that the City is responsible for the additional costs to protect the pipeline, as the City is required to pay for necessary utility relocations. At this stage of the fact-gathering process, the City has a good-faith basis to challenge that claim and does not admit liability. However, given the renewed partnership with the DOT and the benefits that brings to the City, the City Manager and his staff consider the City's acceptance of those costs to be in the immediate and long-term benefit of the City.

Change Order #3 accounts for additional excavation, installation of three new 24-inch storm sewers with aprons and footings on the upstream and downstream ends, placement of soil around and over the pipeline, and installation of grid-tied block matting. City Staff recommend approval of Change Order #3.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Change Order #3 for the Blue Creek Stormwater Detention Facilities.

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	Greta Truman & Jessica Spoden, Assistant City Attorneys
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE INFORMED (if applicable)

Committee	Public Services
Date Informed	July 24, 2023
No deliberation or action taken	

CHANGE ORDER SUMMARY

	The Original Contract Sum was	\$2,588,000.00
	Net Change by previously authorized Change Orders	\$20,340.00
	The Contract Sum prior to This Change Order was	\$2,608,340.00
	The Contract Sum will be revised by this Change Order in the amount of	\$123,757.50
	The new Contract Sum Including this Change Order will be	\$2,732,097.50
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)		5.57%
	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: Elder Corporation	Recommended By: McClure Engineering	Checked By: City of West Des Moines
Signature: <u>Wade Harris</u>	Signature: <u>Brian Meyer</u>	Signature: <u>Brian Hemesath</u>
Name: Wade Harris	Name: Brian Meyer	Name: Brian Hemesath
Title: Project Manager/Estimator	Title: Project Manager	Title: City Engineer
Date: Jul 31, 2023	Date: Jul 31, 2023	Date: Jul 31, 2023

Owner: City of West Des Moines

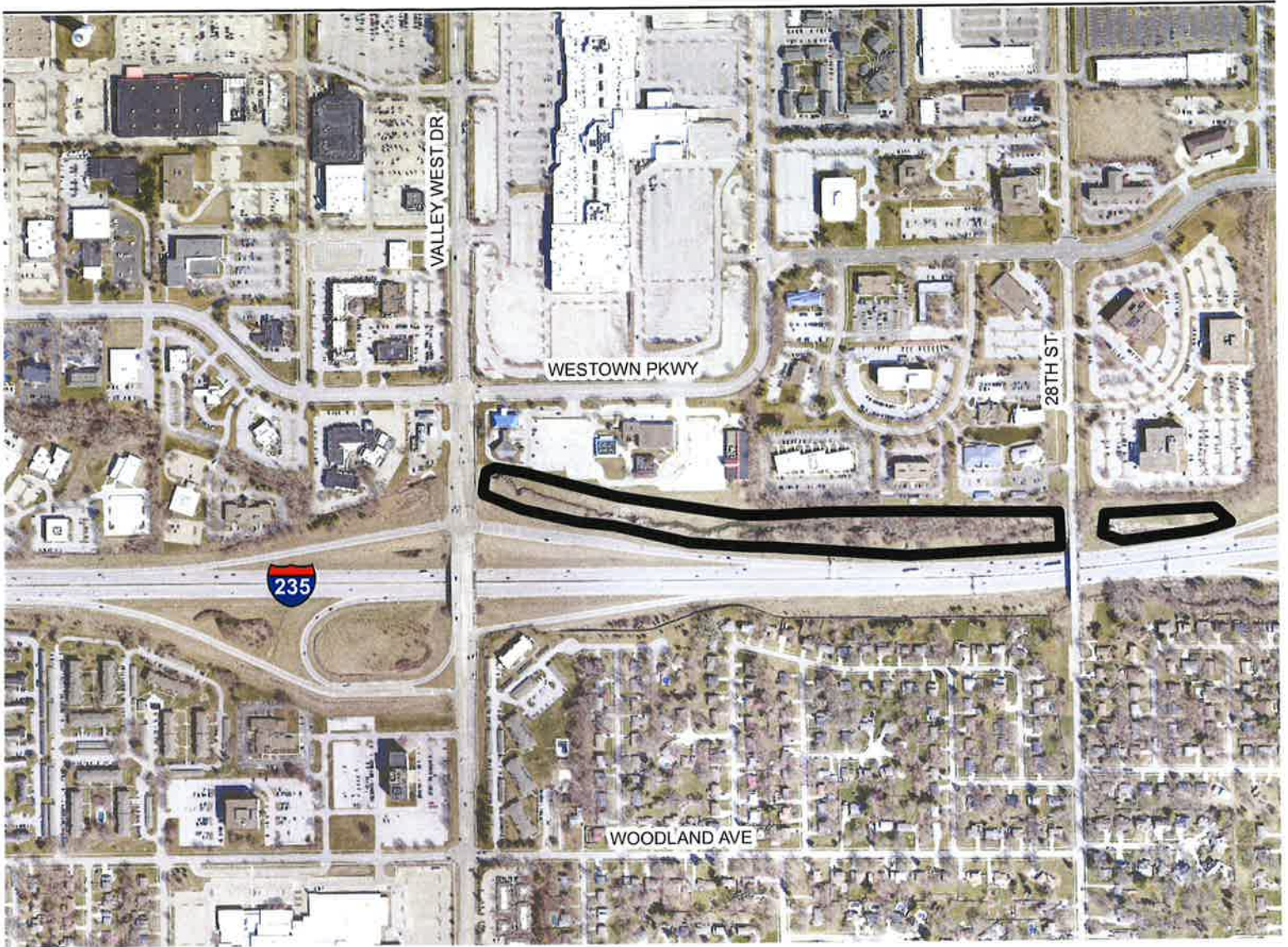
<input type="checkbox"/> I	\$24,999.99 City Engineer (≤ 10% original contract)	x _____	Date _____
<input type="checkbox"/> II	\$25,000 to \$50,000 City Council approved or ratified at Council		Date _____

Signature: *Clint Carpenter*

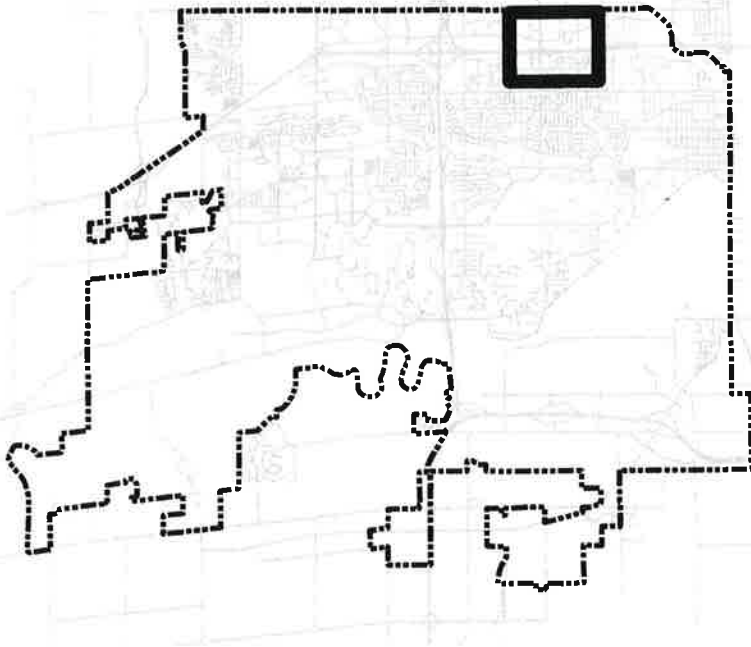
Email: Clint.Carpenter@wdm.iowa.gov

Signature: 
Jason Schlickbernd (Jul 31, 2023 14:42 CDT)

Email: jason.schlickbernd@wdm.iowa.gov

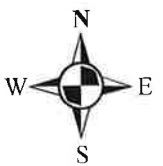


VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Blue Creek Detention Facilities

LOCATION:

Exhibit "A"

DRAWN BY: JPM

DATE: 5/11/2022

PROJECT NUMBER/NAME: 0510-048-2019

SHT. 1 of 1

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

DATE: August 7, 2023

ITEM:

Motion – Approving Change Order #2
2023 HMA Resurfacing Program

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$2,234,248.10	April 3, 2023	
Change Order #1	\$213,401.15	June 5, 2023	Park Drive & 59th Street
Change Order #2	\$70,629.20	Pending	Woodland Avenue
Total	\$2,518,278.45		

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 General Obligation Bonds and Road Use Tax.

The project is being funded from a portion of the \$6,100,000 allocated in FY 23-24 for Pavement Rehabilitation (Ongoing Maintenance category), \$465,000 allocated in FY 22-23 for ADA Accessible Sidewalks (Ongoing Maintenance category), and \$250,000 allocated in FY 22-23 for Storm Sewer Intake Replacements (Stormwater Enterprise Fund). Based on current projections for all projects associated with the Pavement Rehabilitation Program (2023 Street Reconstruction, 2023 PCC Patching Program, and 2023 HMA Resurfacing Program), there is still a surplus of funds approximated at \$240,000 after taking into account this Change Order #2.

BACKGROUND:

The 2023 HMA Resurfacing Program includes Portland Cement Concrete (PCC) street repairs and hot mixed asphalt (HMA) overlays at various locations throughout the City of West Des Moines.

After milling off the HMA surfacing of Woodland Avenue from Woodland Park Drive to 42nd Street it became apparent that the concrete pavement underneath was deteriorated beyond what was anticipated. Change Order #2 adjusts the quantities of existing pay items to account for the extra depth of HMA surface milling, additional full depth PCC patching, additional partial depth HMA patching, and additional HMA surface course. City Staff recommend approval of Change Order #2.

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Motion Approving Change Order #2 for the 2023 HMA Resurfacing Program.

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	Greta Truman & Jessica Spoden, Assistant City Attorneys
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE INFORMED (if applicable)

Committee	Public Services
Date Informed	July 24, 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: **OMG Midwest, Inc dba Des Moines Asphalt & Paving**
2401 SE Tones Dr. Ste. 13
Ankeny, IA 50021

Project Title	2023 HMA Resurfacing Program	
WDM Project File Number	0510-003-2023	
Purchase Order Number	2023-00000658	
Orig. Contract Amount & Date	\$2,234,248.10	April 3 2023
Change Order Number	2	
Date	August 7 th , 2023	

THE CONTRACT IS CHANGED AS FOLLOWS: Additional full depth PCC patching, partial depth HMA patching, surface milling, and surface course asphalt was required on Woodland Aveune due to deteriorated pavement.

Items 16, 21, 22, 25 and 26 added qnantity to this change order to include additional work required on Woodland Aveune.

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
16	PAVEMENT, HMA, HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, 75% CRUSHED	TON	\$97.00	163	\$15,811.00
21	DRIVEWAY REPLACEMENT, PCC, 6"	SY	\$80.00	11	\$880.00
22	FULL DEPTH PATCHES, M-4 MIX, 7 IN. MINIMUM	SY	\$100.00	339	\$33,900.00
25	PARTIAL DEPTH PATCHES	SF	\$4.55	1490	\$6,779.50
26	SURFACE MILLING	SY	\$4.55	2914	\$13,258.70
TOTAL					\$70,629.20

CHANGE ORDER SUMMARY

The Original Contract Sum was	\$2,234,248.10
Net Change by previously authorized Change Orders	\$213,401.15
The Contract Sum prior to This Change Order was	\$2,447,649.25
The Contract Sum will be revised by this Change Order in the amount of	\$70,629.20
The new Contract Sum including this Change Order will be	\$2,518,278.45
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)	12.71%
The Contract Time will be changed by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	November 17, 2023

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

Contractor: Des Moines Asphalt & Paving Signature: <u>Brian Beard</u> Name: Brian Beard Title: Project Manager / Estimator Date: Jul 31, 2023	Recommended By: ISG Signature: <u>Travis Warnke</u> Name: Travis Warnke Title: Civil Engineer Date: Jul 30, 2023	Checked By: <u>Mc</u> City of West Des Moines Signature: <u>Brian Hemesath</u> Name: Brian Hemesath Title: City Engineer Date: Jul 31, 2023
---	--	---

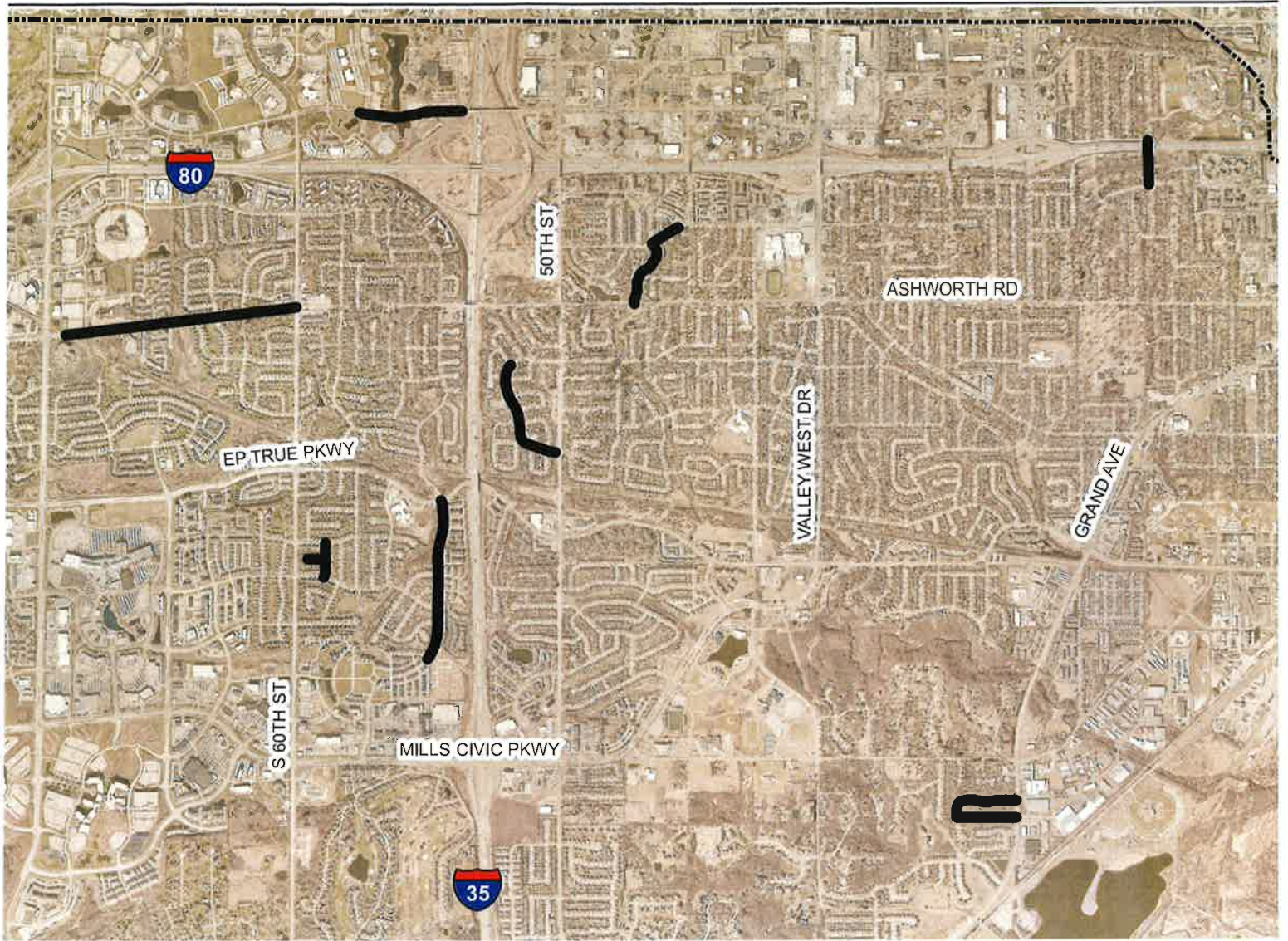
Owner: City of West Des Moines		
<input type="checkbox"/> M	\$24,999.99 City Engineer (≤ 10% original contract)	Date _____
<input type="checkbox"/> N	\$25,000 to \$50,000 City Council approved or ratified at Council	Date _____

Signature: *Clint Carpenter*

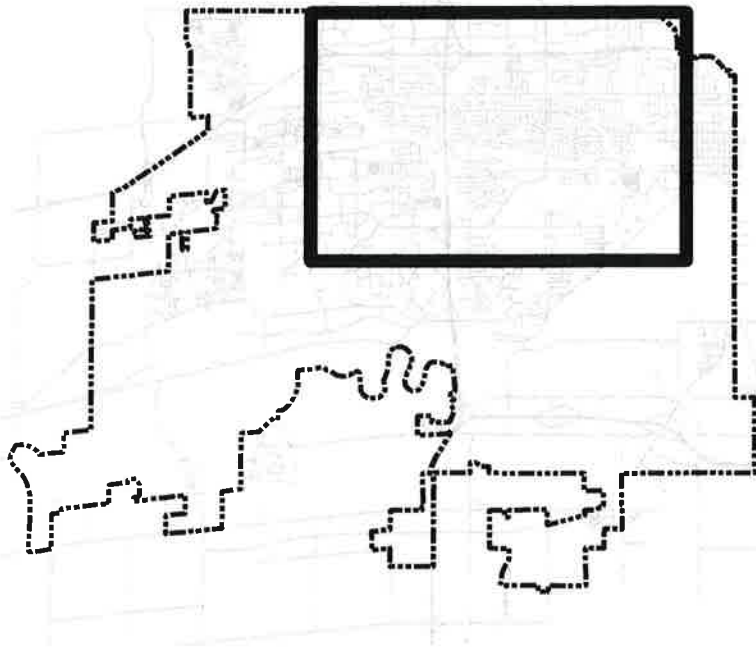
Email: Clint.Carpenter@wdm.iowa.gov

Signature: 
Jason Schlickbernd (Jul 31, 2023 09:44 CDT)

Email: jason.schlickbernd@wdm.iowa.gov

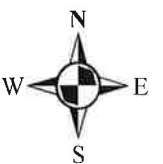


VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

2023 Street Resurfacing Program

LOCATION:

Exhibit 'A'

DRAWN BY: JPM

DATE: 5/25/2023

PROJECT NUMBER/NAME: 0510-003-2023

SHT. 1 of 1

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

DATE: August 7, 2023

ITEM: Motion – Approval of Professional Services Agreement – 2023 Court Improvements Design

FINANCIAL IMPACT: Expense of \$68,750.00 to be paid from G/L account 500.000.000.5250.490. Funding for design will be covered out of available funding in the FY 23-24 CIP budget for Court Renovations (Project No. 0510 012 2023). Funding for construction will be covered out of available funding budgeted in FY 22-23 and FY 23-24 CIP budget for Court Renovations.

BACKGROUND: The Council is asked to approve an agreement with Shive Hattery for professional services related to the next phase of court improvements. The project consists of renovation of recreational courts in Kiwanis, Pearson, Quail Cove, Scenic Valley, Ashawa and Peony Park as follows:

- Kiwanis Park – reconstruction of basketball court
- Pearson Park – reconstruction of basketball court
- Quail Cove Park – resurfacing of basketball court
- Scenic Valley Park – reconstruction of basketball court and addition of new pickleball court
- Ashawa Park – resurfacing of basketball court
- Peony Park – resurfacing of basketball court and tennis court

The previous court improvement project included renovation of tennis and basketball courts at American Legion Park, Fairmeadows Park, Willow Springs Park, and Jaycee Park and were designed and administered by Shive Hattery. The consultant was selected for this project due to their experience in this type of work. The agreement with Shive Hattery is attached along with their proposal, scope of services and fees.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the agreement with Shive Hattery

Lead Staff Member: Marco Alvarez, Superintendent of Parks *MA*

STAFF REVIEWS

Department Director	Ryan Penning, Director of Parks & Recreation <i>RP</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	Greta Truman, Assistant City Attorney
Agenda Acceptance	<i>A</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	PSCC		
Date Reviewed	7/24/23		
Recommendation	Yes	No	Split

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 7th day of August, 2023, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Shive Hattery, Inc. (Fed. I.D. 42-08770172), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the **2023 Court Improvements Project (Project No. 0510 012 2023)** shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$68,750 [Fixed Fee]
TOTAL	\$68,750

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

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

4. INSURANCE

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Shive Hattery, Inc.
 Attn: Brent Strauch, PE
 Address: 4125 Westown Pkwy, suite 100
 City, State: West Des Moines, IA 50266

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT

CITY OF WEST DES MOINES

BY:



Brent Strauch, Project Manager

BY:

Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SEE ATTACHED SCOPE OF SERVICES

ATTACHMENT #1 – SCOPE OF SERVICES

ATTN: Marco Alvarez
CLIENT: City of West Des Moines, IA
4200 Mills Civic Parkway
PO Box 65320
West Des Moines, IA 50265-0320

PROJECT: City of West Des Moines – 2023 Court Improvements

PROJECT LOCATION: West Des Moines, IA

PROJECT DESCRIPTION

The project consists of renovation to recreational courts at Kiwanis, Pearson, Quail Cover, Scenic Valley, Ashawa, and Peony Parks, all located in West Des Moines, IA.

- Kiwanis Park entails a reconstruction of an existing half basketball court.
- Pearson Park entails a reconstruction of an existing basketball court.
- Quail Cover Park entails a resurfacing of a basketball court.
- Scenic Valley Park entails a reconstruction of a basketball court and new construction of two (2) pickleball courts.
- Ashawa Park entails a resurfacing of a basketball court.
- Peony Park entails a resurfacing of a basketball court and tennis court.

SCOPE OF SERVICES

We will provide the following services for the project:

Land Surveying, Civil Engineering, and Landscape Architecture

PRELIMINARY DESIGN

1. Limited Topographic Survey
 - A. Complete a limited topographic site survey of the project sites at the aforementioned parks. We have not included a full topographic survey of the entire property at each park. Field survey data may be supplemented with existing survey, record drawings information, drone, and available Lidar surface data. The survey will create a single electronic base drawing showing existing topographic information and site features as follows:
 - 1) Contours at one-foot intervals; error shall not exceed one-half contour interval.
 - 2) Show and describe substantial visual improvements (in addition to structures) such as buildings, fences, concrete slabs, gravel drives, sidewalks, culverts, etc.
 - 3) Location of public and private utilities existing in the surveyed limits from observed evidence together with evidence from plans provided by the client or utility providers (with reference as to the source of information). Location of private utilities or public utilities not located at the time of the survey will not be surveyed as part of our base scope of services.
 - 4) We have not included any public or private utility location services or excavation/pot holing as part of our current scope of services.
2. Meet with Parks staff to review site design studies and gather input for the following parks.
 - A. Preparation of preliminary site layouts for each of the parks for review and approval.



3. Upon review and approval of the preliminary site layouts, we will prepare and submit preliminary plans and details for improvements in all six parks. Documents to include:
 - A. Draft Project Manual
 - B. Existing Conditions Plans
 - C. Demolition Plans
 - D. Site Plans
 - E. Grading and Erosion Control Plans
 - F. Site Restoration / Landscaping Plans
 - G. Construction Details
4. Provide opinion of probable construction costs for each of the six parks and their associated improvements.

FINAL DESIGN / CONSTRUCTION DOCUMENTS

1. Meet with Staff to coordinate construction document preparation.
 - A. Review preliminary design package and costs. Establish construction budget.
 - B. Review materials and products selections. We will use the recent 2021 Court Improvements project as the basis for design and materials and products selections.
 - C. Review front ends and bidding requirements.
 - D. Review project schedule.
2. Prepare construction documents incorporating your review comments. Improvements for all six parks will be packaged into a maximum of three (3) separate construction documents sets to allow for flexibility of bidding by the Owner. We will submit the final sets for review at 100% CDs.
Documents to include:
 - A. Project Manual
 - B. Existing Conditions Plans
 - C. Demolition Plans
 - D. Site Plans
 - E. Grading and Erosion Control Plans
 - F. Site Restoration / Landscaping Plans
 - G. Construction Details
3. Construction and bidding documents will be formatted per City of West Des Moines Standard Technical Project Specifications will be provided as on-plan notes or as technical specifications, as required.
4. Update the opinion of probable construction costs to coordinate with construction documents.

BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES

1. Bidding and Construction Administration services are not currently included in the Scope of Services. These services are anticipated to be added once it is determined which of the six parks will be renovated during the 2024 construction season.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Total
Preliminary Design	Fixed Fee	\$22,350
Final Design / Construction Documents	Fixed Fee	\$46,400
TOTAL		\$68,750

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

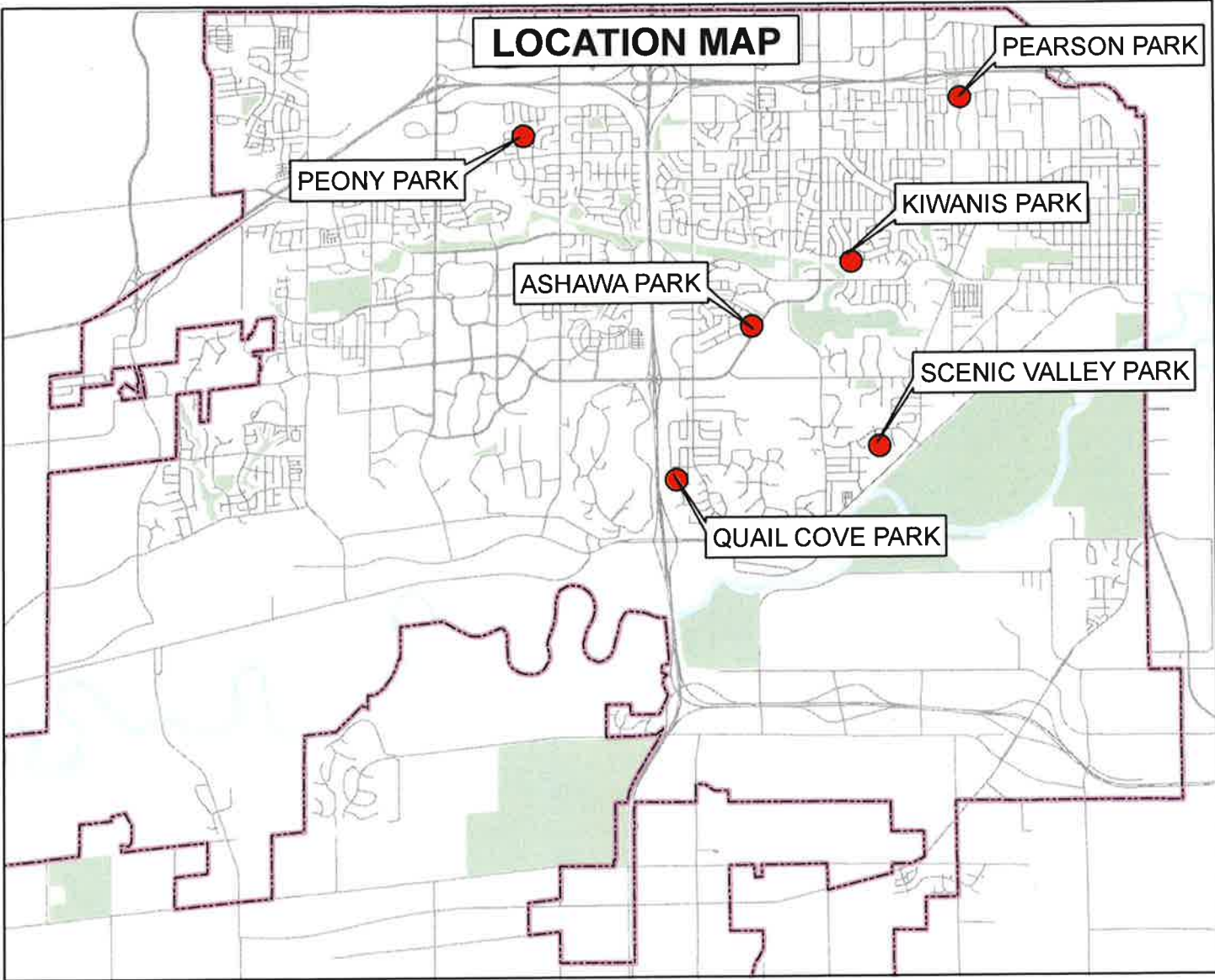
Expenses:

- Included - For Fixed Fee Type, expenses have been included in the Fee amount. For Hourly Fee Types, expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.
- Permit, inspection, and review fees have not been included and can be included as a reimbursable expense.

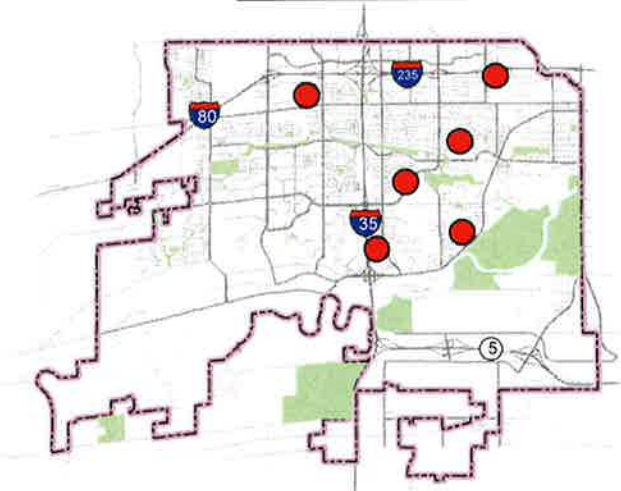
ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Coordination of geotechnical soils report.
2. Administration of the bid process and solicitation of competitive bids.
3. Design and/or coordination of electrical improvements.
4. Development of a Minor Modification submittal including any stormwater calculations or design.
5. SWPPP and/or DNR Permitting.
6. Design bid alternate in association with both an asphalt and post-tension concrete court system.
7. Land Survey services for construction staking and layout.
8. United States Tennis Association (USTA) Facility Assistance program submittal.
9. Bidding and Construction Administration services.

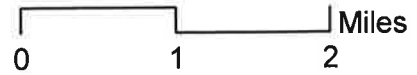


VICINITY MAP



LEGEND

 Park & Greenway



PROJECT:

**2023 COURT RENOVATION PROJECT
PROFESSIONAL SERVICES AGREEMENT**

LOCATION:

VARIOUS LOCATIONS

DRAWN BY: **MAA**

DATE: **8/2/2023**

PROJECT NO.:

SHT. **1 of 1**

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

4(I)1

DATE: August 7, 2023

ITEM:

Motion – Approving Amendment No. 2 to Professional Services Agreement
Grand Avenue West Segment 6DB Sewer Extension

FINANCIAL IMPACT:

The original Professional Services Agreement included a maximum fee of \$28,900.00 for Basic Services of the Consultant and \$23,700.00 for Resident Consultant Services. Amendment No. 1 increased the Basic Services of the Consultant by \$15,400.00. Amendment No. 2 increases the Basic Services of the Consultant by \$22,700.00. The new maximum not-to-exceed fee thus becomes \$90,700.00. All costs for these services can be paid from account no. 640.000.000.5250.495 with the ultimate funding intended to come from Sewer Fee Revenue. Silo 9 Plat 1, LLC is responsible for reimbursing the City for all costs associated with this Amendment No. 2 per Agreement approved by City Council on July 5, 2023.

BACKGROUND:

Veenstra & Kimm, Inc. is working under an existing Agreement dated February 21, 2022 to perform the professional services necessary for the construction of the Grand Avenue West Segment 6DB Sewer Extension south of Mills Civic Parkway and east of Sugar Creek. Construction of this trunk sewer is necessary to provide sanitary sewer service to the planned Woodland Estates residential development.

The original sewer alignment was on the south side of the tributary to Sugar Creek and all environmental permits were approved. While in easement negotiations with property owners, several additional sewer alignments were requested and considered. The consensus was to shift the sewer alignment to the north side of the tributary. Ultimately that caused revisions pertinent to the environmental permitting process and an archaeological investigation was required. Amendment No. 1 included additional Basic Services of the Consultant to accommodate additional environmental review and permitting as well as additional field survey, design, and easement revisions.

Subsequent to Amendment No. 1, the developer (Silo 9 Plat 1, LLC) of the future Woodland Estates Plat 3 subdivision requested that the sewer alignment be shifted from an alignment along the north side of the tributary to Sugar Creek to an alignment that more closely follows the planned streets in the subdivision. Ultimately that caused further design revisions, easement exhibit revisions, and additional environmental permitting which are covered under Amendment No. 2. These additional costs are to be reimbursed by Silo 9 Plat 1, LLC per Agreement approved by City Council on July 5, 2023.

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

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 2 to Professional Services Agreement for the Grand Avenue West Segment 6DB Sewer Extension.

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	Greta Truman & Jessica Spoden, Assistant City Attorneys
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE INFORMED (if applicable)

Committee	Public Services
Date Informed	July 24, 2023
No deliberation or action taken	

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

This AMENDMENT is made and entered into this 7th day of August, 2023, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Veenstra & Kimm, Inc., (Fed. I.D. #42-1137727), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant", hereby amends the original Agreement dated February 21, 2022 as follows:

1. SCOPE OF SERVICES

The Scope of Services as described in the original Agreement for the Grand Avenue West Segment 6DB Sewer Extension (Project No. 0510-013-2022), Attachment 1 are amended as follows:

The original Agreement was based on the anticipated alignment of the new sewer along the southerly side of the creek. In response to requests by the property owners Amendment No. 1 for the Agreement covered the costs to move the sewer to the northerly side of the creek, including the additional environmental permitting. Subsequent to Amendment No. 1 the City was requested to change the alignment of the sewer on the northerly side of the creek to an alternative alignment more closely aligned with the future subdivision. This Amendment to Agreement covers the additional design costs and environmental permitting costs for the change in the alignment incorporated since the approval of Amendment No. 1.

2. SCHEDULE

The Project Schedule of the professional services as described in the original Agreement, Attachment 2 is amended as follows: Completion of Design: June 1, 2023.

3. COMPENSATION

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

	<u>Original Fee</u>	<u>Previously Amended Fee</u>	<u>Additional Fee</u>	<u>Total Fee</u>
I. Basic Services of the Consultant	<u>\$28,900.00</u>	\$15,400.00	\$22,700.00	\$67,000.00
II. Resident Consultant Services	<u>\$23,700.00</u>	<u>\$0.00</u>	\$ 0.00	\$23,700.00
Total Services	<u>\$52,600.00</u>	\$15,400.00	\$22,700.00	\$90,700.00

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

VEENSTRA & KIMM, INC.

CITY OF WEST DES MOINES

BY: 
H. R. Veenstra Jr., Project Manager

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

The original Agreement approved on February 21, 2022 for the Grand Avenue West Segment 6DB Extension (Project No. 0510-013-2022) was based on an alignment of the new sewer on the southerly side of the creek. After the original design ~~and~~ was completed the City provided the property owner an opportunity to consider alternative alignments. After considering several alternative alignments the property owners requested the City to move the alignment to the northerly side of the creek. Amendment No. 1 to the Agreement dated February ~~21, 2022~~ 6, 2023 incorporated a change in the alignment to the northerly side of the creek. Subsequent to the approval of Amendment No. 1 one of the property owners requested further modifications to change the alignment of the sewer to a different alignment on the northerly side of the creek. This change required additional design modifications. The change required additional environmental permitting as the alignment was outside the corridor of the original environmental permitting.

This Amendment to Agreement increases the maximum fee for basic services for the additional design modifications and additional environmental permitting and review of the revised alignment on the northerly side of the creek.

ATTACHMENT 2
PROJECT SCHEDULE

Completion of Design: June 1, 2023

ATTACHMENT 3

SCHEDULE OF FEES

VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
2022 - 2023

Management I	\$199.00
Management II	193.00
Process Engineer I	215.00
Client Services I	193.00
Client Services II	125.00
Client Services III	100.00
Client Services IV	85.00
Client Services V	75.00
IT I	165.00
IT II	110.00
IT III	75.00
Funding Specialist I	118.00
Funding Specialist II	99.00
Engineer I-A	199.00
Engineer I-B	189.00
Engineer I-C	179.00
Engineer I-D	171.00
Engineer II-A	163.00
Engineer II-B	153.00
Engineer III-A	144.00
Engineer III-B	137.00
Engineer III-C	134.00
Engineer IV	129.00
Engineer V	121.00
Engineer VI	113.00
Engineer VII	108.00
Engineer VIII	105.00
Engineer IX	97.00
Engineer X	90.00
Engineer XI	82.00
Engineer XII	73.00
Design Technician I	115.00
Design Technician II	103.00
Design Technician III	90.00
Architect I	165.00
Architect II	145.00
Architect III	122.00
Planner I	126.00
Planner II	83.00
Planner III	77.00
Drafter IA	114.00
Drafter IB	107.00

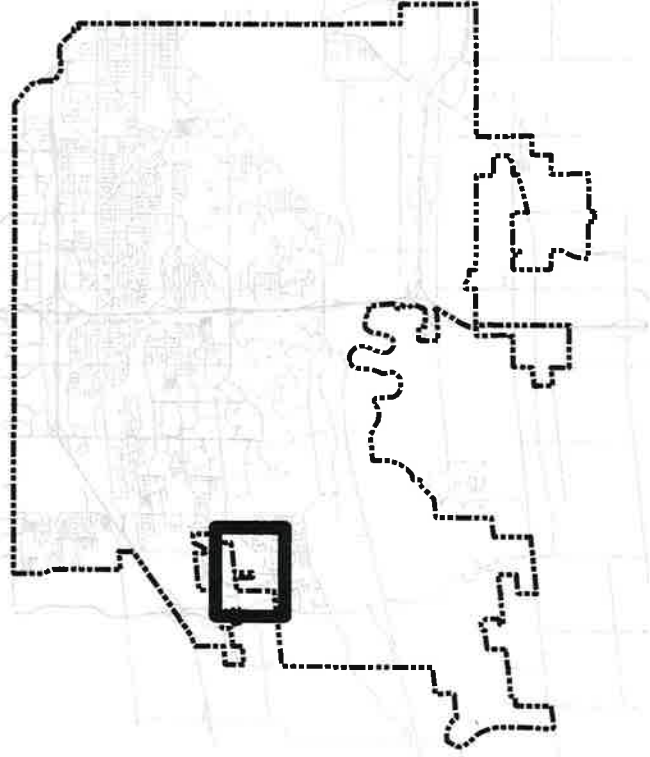
Drafter II	100.00
Drafter III	95.00
Drafter IV	85.00
Drafter V	75.00
Drafter VI	68.00
Drafter VII	61.00
Clerical I	85.00
Clerical II	76.00
Clerical III	65.00
Clerical IV	57.00
Clerical V	49.00
Construction Engineer I	199.00
Construction Engineer II	121.00
Construction Engineer III	108.00
Construction Engineer IV	92.00
Surveyor I	138.00
Surveyor II	120.00
Technician I	101.00
Technician II	92.00
Technician III	84.00
Technician IV	81.00
Technician V	76.00
Technician VI	70.00
Technician VII	58.00
Technician VIII	51.00
Technician IX	43.00
Building Inspector I	190.00
Building Inspector I-A	129.00
Building Inspector II	101.00
Building Inspector III	80.00
Accounting I	165.00
Accounting II	125.00
Accounting III	110.00
Accounting IV	85.00
Accounting V	75.00

REIMBURSABLES AND EQUIPMENT RATES

GPS / Robotics	35.00
Tablet	45.00
Fluoroscope	50.00
4-Wheeler	50.00
Drone	75.00
Mileage	IRS Rate



VICINITY MAP

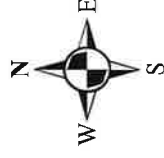


LEGEND

PROJECT LOCATION 

ORIGINAL ALIGNMENT 

CURRENT ALIGNMENT 



PROJECT:

Grand Avenue West Segment 6DB Sewer Extension

LOCATION:

Exhibit 'A'

DRAWN BY: JPM

DATE: 6/27/2023

PROJECT NUMBER/NAME: 0510-013-2022

SHT. 1 of 1

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

4(I)2

DATE: August 7, 2023

ITEM:

Motion – Approving Amendment No. 1 to Professional Services Agreement
High Gate Sanitary Sewer f/k/a Sunset Ridge Sewer

FINANCIAL IMPACT:

The original Professional Services Agreement approved by the City Engineer included a maximum fee of \$8,900.00 for Basic Services of the Consultant and did not require City Council approval per the City’s Purchasing Policy. Amendment No. 1 increases the Basic Services of the Consultant by \$35,100.00 and the Resident Consultant Services by \$32,400.00. The new maximum not-to-exceed fee thus becomes \$76,400.00. All costs for these services can be paid from account no. 640.000.000.5250.495 with the ultimate funding intended to come from Sewer Fee Revenue. The City entered into a Development Agreement with Highgate, LLC on March 20, 2023 wherein the City would construct 2,200 linear feet of 12-inch sanitary sewer through property south of the proposed High Gate development with all project costs to be reimbursed to the City upon acceptance of the project. The sanitary sewer needs to be constructed by July 31, 2024 per the Development Agreement.

BACKGROUND:

Veenstra & Kimm, Inc. is working under an existing Agreement dated October 28, 2022 to perform the professional services necessary for the preliminary design and cost estimating for the extension of 12-inch sanitary sewer through the Sunset Ridge subdivision to serve the proposed High Gate development. Upon execution of the Development Agreement, the City desires to extend the professional services to include final design, geotechnical investigation, environmental evaluation and permitting, easement descriptions, bidding, and construction-related services.

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

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 1 to Professional Services Agreement for the High Gate Sanitary Sewer f/k/a Sunset Ridge Sewer.

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

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Greta Truman & Jessica Spoden, Assistant City Attorneys
Agenda Acceptance	<i>JB</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE INFORMED (if applicable)

Committee	Public Services
Date Informed	July 24, 2023
No deliberation or action taken	

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

This AMENDMENT is made and entered into this 7th day of August, 2023, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Veenstra & Kimm, Inc., (Fed. I.D. #42-1137727), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" hereby amends the original Agreement dated October 28, 2022 as follows:

1. SCOPE OF SERVICES

Services provided as described in the original Agreement for the Sunset Ridge Sewer a/k/a High Gate Sanitary Sewer (Project No. 0510-046-2022) is amended as follows:

The original Agreement provided for preliminary design services to establish the alignment and profile of the sewer. This Amendment to Agreement provides for final design services, geotechnical investigation, environmental permitting and preparation of the easement plats and descriptions for the project. This Amendment to Agreement adds to the project Resident Consultant Services that were not included in the original Agreement that only provided for preliminary design.

2. SCHEDULE

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

3. COMPENSATION

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

	<u>Original Fee</u>	<u>Previously Amended Fee</u>	<u>Additional Fee</u>	<u>Total Fee</u>
I. Basic Services of the Consultant	\$8,900.00	\$0.00	\$35,100	\$44,000
II. Resident Consultant Services	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$32,400</u>	<u>\$32,400</u>
Total Services	\$8,900.00	\$0.00	\$67,500	\$76,400

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

VEENSTRA & KIMM, INC.

CITY OF WEST DES MOINES

BY: 
H. R. Veenstra Jr.

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

The original Agreement dated October 28, 2022 for the Sunset Ridge Sewer a/k/a High Gate Sanitary Sewer (Project No. 0510-046-2022) included only preliminary design services. The preliminary design services were intended to establish an alignment and approximate profile of the sewer to determine if the City wished to move forward with the project. This Amendment to Agreement adds to the basic services the final design of the sewer. The Amendment adds to the project geotechnical services, environmental permitting services and easement description and plat preparation and Resident Consultant Services. The services under this Amendment to Agreement include:

- I. **TASK 1 - BASIC SERVICES OF THE CONSULTANT** - The work task shall consist of the design, preparation of plans and specifications and associated design services for the Sunset Ridge Sewer, a/k/a High Gate Sanitary Sewer (Project No. 0510-046-2022) including:
 - F. **Plans and Specifications.** The Consultants shall prepare such detailed plans and specifications as are necessary and desirable for construction of the Sunset Ridge Sewer, a/k/a High Gate Sanitary Sewer Project. The plans and specifications shall describe in detail the work to be done and materials to be used. Four sets of the final plans and specifications shall be submitted to the City. The design standards for the Project shall be in conformance with the City of West Des Moines' current standards for public improvements including any referenced requirements.
 - G. **Additional Design Surveys.** The Consultants shall make all additional topographic and other surveys necessary for the final design and preparation of the plans and specifications.
 - H. **Geotechnical Investigation.** The services by the Consultants shall include necessary and routine soil borings and geotechnical investigation along the Project corridor.
 - I. **Environmental Evaluation and Permitting.** The Consultants shall subcontract with Foth to complete the required environmental evaluation and permitting from the US Army Corps of Consultants and the Iowa Department of Natural Resources.
 - J. **Review of Plans and Specifications.** The Consultants shall provide copies of the plans and specifications for review by the City and other necessary governmental agencies including the Iowa Department of Natural Resources. Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City, except the Consultants shall pay the \$100 permit fee for the IDNR construction permit.
 - K. **Permits and Approvals.** The plans and specifications shall be in conformance with the requirements of the Iowa Department of Natural Resources. The services by the Consultants shall include obtaining construction permits for the Project from required state and federal agencies.
 - L. **Easement and Property Description Preparation Services.** This work task shall consist of preparing legal descriptions for permanent and construction easements necessary for the Sunset Ridge Sewer Project, including temporary easements for access. The work shall include preparation of easement plats and acquisition plats for each of the easements and acquisitions which shall be required. The work task includes surveying and establishing and re-establishing property pins as required by applicable survey standards for parcels for which permanent right-of-way and easements are acquired.

- M. Advertisement for Bids. The Consultants shall assist in the preparation of the notice to contractors and shall provide plans and specifications to prospective bidders. Publication costs shall be borne by the City, as reimbursable.
- N. Cost of Plans and Specifications. Plans and specifications shall be provided to contractors, plan rooms and suppliers at no cost. The City shall compensate the Consultants for the actual cost of the plans and specifications provided contractors, plan rooms and suppliers during Project bidding.
- O. Estimates of Cost. The Consultants shall prepare a preliminary Consultants' Estimate of Cost for the improvements in the Project. An updated estimate of cost shall be prepared at the time of completion of the plans and specifications. The Consultants' Estimate of Cost is intended for the use of the City in financing the Project. The Consultants shall not be responsible if the contract awarded for construction of the Project varies from the original Consultants' Estimate of Cost.
- P. Award of Contract. The Consultants shall have a representative present when the bids and proposals are opened, and shall make a tabulation of bids to the City and shall advise the City on the responsiveness of the bidders and assist the City in making the award of contract. After award is made, the Consultants shall assist in the preparation of the necessary contract documents.
- Q. Additional Design Services. The Consultants shall, as a part of the design services, include the following work tasks:
 - 1. Attend and conduct preconstruction conferences.
 - 2. Attend conferences with City, contractors and utility companies.
 - 3. Assist in interpretation of plans and specifications.
 - 4. Review shop drawings and data of manufacturers.
- R. Construction Record Documents. This work task shall consist of the preparation of corrected plan drawings to show the actual constructed conditions based on field information either generated by the Consultants as a part of project construction services, or provided by the City in the event the Consultants do not provide construction resident services.

II. TASK 2 – RESIDENT CONSULTANT SERVICES. This work task shall consist of the Consultants providing services during construction of the Project including the following work tasks:

- A. Process and certify payment estimates of Contractor to the City.
- B. Provide written monthly progress reports to the City showing progress on the Project.
- C. Make routine and special trips to the Project site as required.
- D. Review the results submitted by testing consultant retained under this Agreement.
- E. Consult with and advise the City and prepare routine change orders as required.
- F. Make final reviews after construction contract is completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Consultants, the work on the contract has been substantially completed.

- G. Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications.
- H. The Consultants shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to insure proper review of the construction work. On-site review shall take place on a regular and nearly continuous basis during construction work on the Project.
- I. The Consultants shall coordinate and periodically review the accuracy of construction staking provided by the Contractor as a part of its obligation under the contract documents.
- J. The Consultants shall coordinate the activities of the independent testing laboratory retained by the Contractor to provide quality assurance testing during construction of the Project.

ATTACHMENT 2

PROJECT SCHEDULE

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

Task 1 – Completion of Right-of-Way Document Preparation	August 15, 2023
Completion of Design	September 30, 2023

The Consultants will work to complete the right-of-way document preparation and design before the scheduled completion date if development projects in the City of West Des Moines require an earlier completion date for the design and right-of-way acquisition.

Task 2 – Construction Services: A time mutually agreed between City and Consultants based on the construction contract period for the Construction.

ATTACHMENT 3

SCHEDULE OF FEES

VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
2023

Management I.....	\$220.00
Management II.....	210.00
Process Engineer I.....	235.00
Client Services I.....	221.00
Client Services II.....	135.00
Client Services III.....	107.00
Client Services IV.....	85.00
Client Services V.....	80.00
IT I.....	175.00
IT II.....	116.00
IT III.....	75.00
Funding Specialist I.....	121.00
Funding Specialist II.....	105.00
Engineer I-A.....	220.00
Engineer I-B.....	201.00
Engineer I-C.....	193.00
Engineer I-D.....	186.00
Engineer II-A.....	179.00
Engineer II-B.....	170.00
Engineer III-A.....	160.00
Engineer III-B.....	155.00
Engineer III-C.....	150.00
Engineer IV.....	143.00
Engineer V.....	136.00
Engineer VI.....	128.00
Engineer VII.....	122.00
Engineer VIII.....	117.00
Engineer IX.....	110.00
Engineer X.....	97.00
Engineer XI.....	87.00
Engineer XII.....	80.00
Design Technician I.....	126.00
Design Technician II.....	111.00
Design Technician III.....	99.00
Architect I.....	174.00
Architect II.....	153.00
Architect III.....	137.00
Planner I.....	142.00
Planner II.....	98.00
Planner III.....	89.00
Drafter IA.....	122.00
Drafter IB.....	114.00
Drafter II.....	109.00
Drafter III.....	102.00

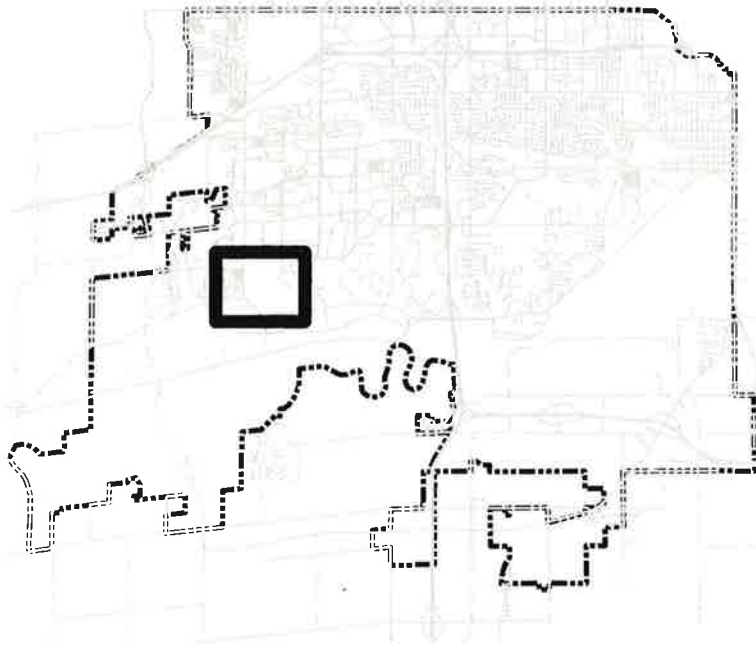
Drafter IV	95.00
Drafter V	85.00
Drafter VI	75.00
Drafter VII	65.00
Clerical I	90.00
Clerical II	80.00
Clerical III	70.00
Clerical IV	61.00
Clerical V	52.00
Construction Engineer I	205.00
Construction Engineer II	127.00
Construction Engineer III	115.00
Construction Engineer IV	98.00
Surveyor I	148.00
Surveyor II	129.00
Technician I	110.00
Technician II	99.00
Technician III	91.00
Technician IV	86.00
Technician V	80.00
Technician VI	72.00
Technician VII	65.00
Technician VIII	55.00
Technician IX	46.00
Building Inspector I	199.00
Building Inspector I-A	140.00
Building Inspector II	109.00
Building Inspector III	86.00
Accounting I	179.00
Accounting II	130.00
Accounting III	115.00
Accounting IV	90.00
Accounting V	83.00

REIMBURSABLES AND EQUIPMENT RATES

GPS / Robotics	35.00
Tablet	45.00
Fluoroscope	50.00
4-Wheeler	50.00
Drone	75.00
Mileage	IRS Rate

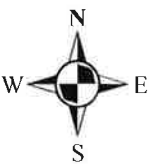


VICINITY MAP



LEGEND

PROJECT LOCATION 



	PROJECT:			<p style="text-align: center;">High Gate Sewer, fka Sunset Ridge Sewer</p>
	LOCATION:			
DRAWN BY: JPM	DATE: 7/12/2023	PROJECT NUMBER/NAME: 0510-046-2022	SHT. 1 of 1	

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

4(m)

ITEM:

DATE: August 7, 2023

Resolution – Ordering Construction of RecPlex Operational Improvements

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the RecPlex Operational Improvements is \$326,100.00. Payments will be made from account no. 692.400.700.5250.490 with the ultimate funding intended to come from Local Option Sales & Service Tax (LOSST).

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, August 23, 2023 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Tuesday, September 5, 2023. The contract would be awarded on Tuesday, September 5, 2023 and work will begin shortly thereafter.

The project includes several Operational Improvements at the MidAmerican Energy RecPlex located at 6500 Grand Avenue, which are summarized as follows:

- Install fire-rated storage and a walk-in cooler under sections of the Rink 1 bleachers to provide additional concession storage space convenient to the concession operations.
- Expand mezzanine concessions to provide space to prepare food.
- Repair existing partition wall in the Fieldhouse between the wooden courts and field turf areas.
- Add access hatches below Rink 2 bleachers.
- Replace Mezzanine Storage Room single door with a double door.
- Replace gate hinges on the outdoor trash enclosure.

The project is anticipated to be completed by March 29, 2024.

This project was originally bid on April 19, 2023. The project scope included several mechanical and electrical related items in addition to the above-mentioned items. Only one bid was received and it was in excess of the Engineer's Estimate. The timing of the bid letting, the length of the bidding period, and the substantial variation in the scope of work likely contributed to the lack of interest and higher than anticipated bids on the original project. The City Council made the decision to reject all bids on May 1, 2023.

The scope of this rebid package was reduced to only include work items that were more conducive to a general trades contractor. All electrical related items were pulled from the project scope and were made part of a separate bid package. Similarly for mechanical related items. Competitive quotations will be sought for both of these separate bid packages, including quotations from current electrical and mechanical on-call contractors. Awarding of any contracts will be brought back to City Council for approval as they are ready.

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of the RecPlex Operational Improvements.
- Fixing 2:00 p.m. on Wednesday, August 23, 2023 as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Greta Truman & Jessica Spoden, Assistant City Attorneys
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE INFORMED (if applicable)

Committee	Public Services
Date Informed	July 24, 2023
No deliberation or action taken	

**RESOLUTION ORDERING CONSTRUCTION AND NOTICE OF PUBLIC HEARING ON
PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST, AND
DIRECTING ADVERTISEMENT FOR BIDS**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the following described public improvement:

**RecPlex Operational Improvements
Project No. 0510-048-2022**

is hereby ordered to be constructed according to the Plans and Specifications prepared by Shive-Hattery, Inc. of West Des Moines, Iowa and now on file in the office of the City Clerk.

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Tuesday, September 5, 2023 with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, August 23, 2023.

BE IT FURTHER RESOLVED, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, August 23, 2023 and the results of said bids shall be considered at a meeting of this Council on Tuesday, September 5, 2023 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED on this **7th** day of **August, 2023.**

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**RecPlex Operational Improvements
City of West Des Moines (Project No. 0510-048-2022)
Opinion of Probable Construction Costs**

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Project scope	EA	1.00	\$326,100	\$326,100

I hereby certify that this 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.

TOTAL PROJECT COST: \$326,100.00

Karen Hardisty

07/31/2023

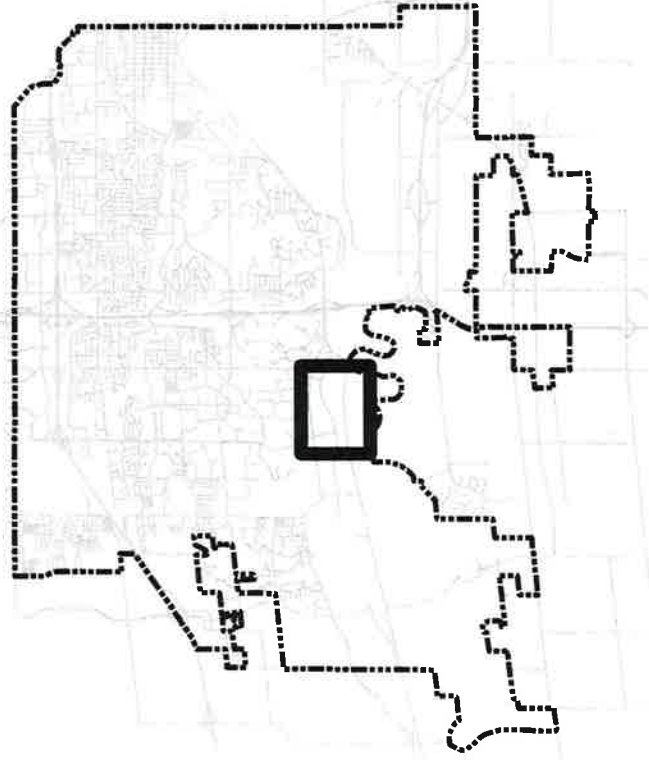
Name: Karen E Hardisty, PE
Registration #: 22588

**TOTAL PROJECT COSTS AND CONSTRUCTION COSTS PROVIDED HEREIN ARE MADE ON THE BASIS OF ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT THE ENGINEER'S BEST JUDGMENT. HOWEVER, THE ENGINEER CANNOT AND DOES NOT GUARANTEE THAT BIDS OR ACTUAL TOTAL PROJECT OR CONSTRUCTION COSTS WILL NOT VARY FROM THE OPINION OF PROBABLE CONSTRUCTION COST. THIS OPINION IS INTENDED TO ASSIST IN BUDGETARY ASSESSMENT AND DOES NOT GUARANTEE THAT ACTUAL PROJECT COSTS WILL NOT EXCEED OR BE LOWER THAN THE AMOUNTS STATED IN THIS OPINION.

07/31/2023

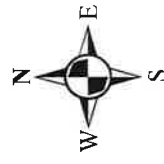


VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:

RecPlex Operational Improvements

LOCATION:

Exhibit "A"

DRAWN BY: JPM

DATE: 11/21/2022

PROJECT NUMBER/NAME: 0510-048-2022

SHT. 1 of 1

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

DATE: August 7, 2023

ITEM:

Resolution - Approving Professional Services Agreement
Mills Civic Parkway Widening – South 81st Street to South 88th Street

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$277,300.00 for Basic Services of the Consultant. In addition, the cost for performing Resident Consultant Services will not exceed \$207,200.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from the Coachlight Drive Urban Renewal Area TIF and 8300 Mills Civic Parkway Urban Renewal Area TIF.

BACKGROUND:

Approval of this action authorizes HR Green, Inc. to perform the professional services necessary for the widening of Mills Civic Parkway from South 81st Street to South 88th Street to an ultimate 6-lane urban arterial cross section, including a new traffic signal at the South 85th Street intersection and modifications to the existing traffic signals at the South 81st Street and South 88th Street intersections.

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

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for the Mills Civic Parkway Widening – South 81st Street to South 88th Street.

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

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Greta Truman & Jessica Spoden, Assistant City Attorneys
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE INFORMED (if applicable)

Committee	Public Services
Date Informed	July 24, 2023
No deliberation or action taken	

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**Mills Civic Parkway Widening – South 81st Street to South 88th Street
Project No. 0510-035-2023**

and,

WHEREAS, said project Plans, Specifications, Form of Contract, and Estimate of Cost need to be prepared; and

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by HR Green, Inc.; and

WHEREAS, the Engineering Services Department has obtained a written proposal from HR Green, Inc. to do the work requested, which estimates the following cost to the City of West Des Moines:

Basic Services of the Consultant	\$277,300.00
Resident Consultant Services	<u>\$207,200.00</u>
Total	\$484,500.00

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that HR Green, Inc. is hereby directed to prepare Plans, Specifications, Form of Contract, and Estimate of Cost for the above named project.

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with HR Green, Inc. for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this **7th** day of **August, 2023**.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 7th day of August, 2023, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and HR Green, Inc., (Fed. I.D. #42-0927178), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the Mills Civic Parkway Widening – South 81st Street to South 88th Street (Project No. 0510-035-2023) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$ 277,300.00
II. Resident Consultant Services	<u>\$ 207,200.00</u>
Total	\$ 484,500.00

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

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

4. INSURANCE

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: HR Green, Inc.
Attn: Erin Tyrrell, PE
Address: 5525 Merle Hay Rd, Ste 200
City, State: Johnston, IA 50131

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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


23. COUNTERPARTS

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

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

HR GREEN, INC.

BY: _____


David R. Dougherty, PE
Vice President

CITY OF WEST DES MOINES

BY: _____

Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

The proposed Mills Civic Parkway Widening – S. 81st Street to S. 88th Street (Project No. 0510-035-2023) will include grading and widening of Mills Civic Parkway to the ultimate 6 lane urban arterial section. Work on the project will also include intersection improvements, traffic signal installation and modifications, sidewalk/trail, storm sewer system updates, and staging. The initial build of this segment of Mills Civic Parkway designed and constructed in 2018-2019 (Project No. 0510-048-2018) supported much of the future grading and infrastructure for the ultimate build, which will be evaluated during ultimate build design for conformity. The scope of work for the proposed project will include preliminary survey, preliminary design, final plans, letting assistance, and construction administration and observation.

I. BASIC SERVICES OF THE CONSULTANT.

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following Basic Services in regard to the Project:

A. Project Management

For the duration of the Basic Services and Resident Services on the project, the Project Manager for the Consultant will be responsible for SharePoint administration, bi-weekly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, review of progress, and senior review of deliverables.

B. Preliminary Survey and Mapping

Task 1. Preliminary Survey and Mapping

Field surveys will be conducted to obtain the topographic data, ground elevations, and cross sections required for the development of the Project and to supplement the existing mapping available from the City. This task also consists of incorporating the topographic features, profiles, and cross sections into the base mapping for the Project.

The various utility companies will be contacted to collect available information on underground utility locations and incorporate such available utility information into the base mapping of the Project. Utilities to be researched include sanitary sewer, storm sewer, electric, gas, water, telephone, cable television, and fiber optic lines. The Consultant will evaluate the utility mapping and field locates to establish whether adjustments and/or relocations are required. The Consultant shall provide copies of preliminary and final plans to all utilities and coordinate with each utility that may need to relocate, or be accommodated, to develop a mitigation and/or relocation plan and schedule.

The Consultant shall use utility mapping and field locates to determine critical crossing locations and potential utility conflicts. The Consultant shall identify and stake the location(s) of potholes and survey the location and depths of the existing utilities potholed.

City and County records will be researched to establish locations of property lines, right-of-way lines, and property ownership for the properties affected by the Project and incorporate this data into the base mapping of the Project. Lot corners will be located to assist in reestablishing the right-of-way for the alleys receiving improvements.

Task 2. Subsurface Utility Investigations

The Consultant shall employ the services of a qualified Subcontractor to perform vacuum excavation to spot check existing underground utilities near the location of the proposed improvements. Vacuum excavation test holes will validate the horizontal and vertical location of mapped utilities for the purposes of determining potential utility conflicts and validating traffic signal pole locations at the S. 85th Street and S. 88th Street intersections. This scope and fees accounts for no more than eight (8) pothole locations.

The Subconsultant will be required to independently coordinate with Iowa One Call to confirm the presence of utilities prior to vacuum excavation. The Subconsultant will be required to independently coordinate with the City of West Des Moines to obtain appropriate permit(s) to perform vacuum excavation within the right-of-way and perform work in compliance with the terms and conditions of the permit(s).

C. Preliminary Plans

Based on the topographic survey, coordination input, and design information gathered from the initial reconstruction of this portion of Mill Civic Parkway completed in 2018-2019, the Consultant shall perform preliminary design services. The work tasks to be performed include the following:

Task 1. Preliminary Plans

The Consultant shall provide the City with the following deliverables:

Title and General Information Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, and Project Number.

Preliminary Typical Cross Sections and Details (B Sheets)

This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading and paving improvements.

Preliminary Plan and Profiles (D and E Sheets)

This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements. The proposed impact limits of the construction activities (proposed right-of-way and temporary easement limits) will also be shown on these sheets.

Reference Ties and Benchmarks (G Sheets)

This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the Project. This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.

Preliminary Traffic Control and Staging (J Sheets)

Develop a suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. It also includes provisions for maintaining access to adjacent properties during construction.

Preliminary Intersection Geometric, Staking, and Jointing (L Sheets)

Develop and refine geometric layouts and provide additional horizontal information needed to construct the intersections. Develop preliminary jointing layouts.

Preliminary Storm Sewer Layout (M Sheets)

Review drainage report completed during the initial build in 2018 and existing storm sewer layout. Develop plans to include existing storm sewer layout and intake top adjustments.

Preliminary Traffic Signals (N Sheets)

Develop preliminary traffic signal layout and modifications needed at each intersection including:

- Modification and design of signal system at S. 88th Street
- New design of signal system at S. 85th Street
- Modification of signal system at S. 81st Street

Preliminary Lighting Plans (P Sheets)

Update the photometric analysis as needed based on any criteria revisions since it was developed in 2018. Revise lighting layout as needed from the original 2018 design. Review and design lighting layout at each intersection. Lighting will be evaluated during preliminary design to resolve potential conflicts prior to final design and construction.

Preliminary Sidewalk and Trail (S Sheets)

Develop preliminary plan sheets that include the sidewalk legend, symbol information, and sidewalk/trail layout at each intersection.

Detailed Cross Sections (W Sheets)

This task consists of the design and drafting associated with the assembly of detailed cross sections to illustrate typical conditions, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes. Cross sections shall be produced for Mills Civic Parkway.

Task 2. Field Exam

This task consists of the preparation of materials for a field exam, participation in the field exam, and reviewing results of the field exam with the City.

Task 3. Opinion of Probable Construction Cost

The Consultant shall prepare a preliminary Opinion of Probable Construction Cost for the Project. The preliminary cost estimates shall be based on representative major project elements and recent bid information. An updated and further detailed Opinion of Probable Construction Cost will be prepared during Final Design.

Task 4. Meetings

This task will include a public information meeting with adjacent property owners to provide information about the project and discuss impacts of the proposed improvements. The Consultant shall prepare scroll plots of the project and meeting notes for the event.

It is estimated that the Consultant's staff will attend approximately one meeting per month with the City, and others to review progress, assist in decision making, and receive direction from the City. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

D. Final Plans and Specifications

Based on the preliminary design, field exam, and public information meeting, the Consultant shall subsequently proceed with final design, contract drawings, specifications, and opinion of probable construction costs. The work tasks to be performed include the following:

Task 1. Final Plans

The Consultant shall provide the City with the following deliverables:

Final Title and General Information Sheets (A Sheets)

This item consists of finalizing the title sheet. The title sheets will include the following: Index of Sheets, Legend, Location Map, and Project Number.

Final Typical Cross Sections and Details (B Sheets)

This item consists of final design and drafting of typical cross sections and special details to be utilized for the improvements.

Final Quantities and Estimate Reference Information (C Sheets)

This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and Estimate Reference Information. This item also includes the final design and drafting of erosion control measures to be provided on the Project.

Final Plan and Profiles (D and E Sheets)

This item consists of the final design and drafting of roadway plan and profile sheets, including the detailed information required for plan reviews, approvals, and construction of the proposed improvements.

Final Reference Ties and Benchmarks (G Sheets)

This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the Project. This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.

Final Right-of-Way and Easements (H Sheets)

Provide plan sheets that show the proposed right of way corridor, temporary and permanent easements, and property lines. This task also consists of preparing written legal descriptions for fee title right-of-way, permanent easements, and temporary easements required for private property impacted by the Project. Simplified aerial exhibits displaying the limits of the proposed right-of-way and easements will be prepared and provided. The Consultant will provide additional information needed during right-of-way negotiations.

Final Traffic Control and Staging (J Sheets)

This item consists of the final plan for construction scheduling and staging of the Project and for final traffic control measures to be implemented during construction.

Final Pavement Markings and Signage (K Sheets)

Final design and drafting of the proposed pavement marking and permanent signing for the Project.

Final Geometrics Staking, Jointing, and Edge Profiles (L Sheets)

Final design and drafting of jointing details, spot elevations, and geometric layouts for all non-typical pavement areas.

Final Storm Sewer Tabulation and Layout (M Sheets)

Final design and drafting of storm sewers, storm sewer inlets, manholes ditches, culverts, and all other storm drainage-related facilities on this project as it relates to the 2018 Drainage Report.

Final Traffic Signal Installations and Modifications (N Sheets)

Develop final fiber/power connections, traffic signal layout, and modifications needed at each intersection including:

- Modification and design of signal system at S. 88th Street
- New design of signal system at S. 85th Street
- Modification of signal system at S. 81st Street

Final Lighting Plans (P Sheets)

Review preliminary design with City to identify the portion of the ultimate lighting layout to be provided/installed by the utility to accommodate the roadway being constructed. Complete the final layout design drawings of the lighting, support documentation describing the lighting design criteria used, and updates of the photometric analysis. Submit the documents to the City for final review and approval. Provide signed copies to the City and the utility. The P Sheets will be included in the roadway construction plan set for information only to the contractor for construction coordination purposes.

Final Sidewalk and Trail Tabulation and Layout (S Sheet)

Final the plan sheet of each intersection showing the sidewalk/trail layout and the sidewalk compliance information tabulation.

Final Earthwork (T Sheets)

Final design and drafting of the earthwork quantities.

Special Details and Removals (U Sheets)

Final design and drafting of miscellaneous details not included in the other items. This encompasses special grading details, culvert details not included in the standard drawings, special storm sewer or manhole details not included in the standard drawings, special paving details, and other required miscellaneous details determined to be required for Project completion. U Sheets shall also be developed for pavement and other removals.

Final Design Cross Sections (W Sheets)

This item consists of the final design and drafting of individual cross sections for the Project. Cross sections will be designed and drawn at 25-foot maximum intervals, with additional cross sections included as necessary. Cross sections will show the existing ground elevations as well as the proposed finished grading, paving improvements, and other pertinent information.

Task 2. Project Manual

This task consists of providing a Project Manual for the Project based on the City's standard front-end documents, including Notice of Hearing and Letting, Instruction to Bidders, Proposal Form, Bond Forms, Contract Form, Regulations of the Contract, Supplemental Regulations of the Contract, Special Conditions, and Detailed Specifications. SUDAS will be used as the technical specification for the Project.

Task 3. Opinion of Probable Construction Cost

The Consultant shall prepare a detailed Opinion of Probable Construction Cost for the Project. An updated Opinion of Probable Construction Cost shall be prepared at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 4. Meetings

During final design, it is estimated that the Consultant's staff will attend one meeting per month with the City, and others to review progress, assist in decision-making, and receive direction from the City. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

E. Bid Letting

Based upon the completed and approved final plans, specifications, and opinion of probable construction costs, the Consultant shall subsequently proceed with bid letting services. The work tasks to be performed include the following:

Task 1. Advertisement for Bids/Bid Phase

The Consultant shall assist in the preparation of the Notice of Hearing and Letting. The Consultant shall disseminate contract documents and be available to answer questions from Contractors prior to the letting and shall issue Addenda as appropriate to interpret, clarify or expand the bidding documents.

Task 2. Letting, Bid Tabs, and Award Recommendation

The Consultant shall have a representative present when the bids are opened, shall make tabulation of bids for the City, shall advise the City on the responsiveness of the bidders, and assist the City in making the award of contract. After the awards are made, the Consultant shall assist in the preparation of the necessary contract documents. It is assumed that this Project will be let as one Project.

II. RESIDENT CONSULTANT SERVICES

Only upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the Project shall include Construction Administration and Construction Observation of the construction work.

A. Construction Administration

The work tasks to be performed by the Consultant shall include:

Task 1. Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

Task 2. Shop Drawings

The Consultant shall review shop drawings, samples, and other data, which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 3. Site Visits and Progress Meetings

In connection with observations of the Contractor's work while it is in progress:

- a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be one site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.
- b. The Consultant shall attend and facilitate progress meetings at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be two progress meetings per month minimum with up to weekly meetings during peak construction activity periods). The Consultant shall prepare an agenda and provide meeting minutes after each progress meeting.
- c. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out their duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to

provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.

- d. During such visits, the Consultant shall not supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.
- e. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that conforms to the Plans, or that it will compromise the integrity of the design concept of the Project as reflected in the Plans.

Task 4. Change Orders

The Consultant shall issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required. The Consultant will prepare and sign Pay Estimates once a month for processing by the City.

Task 5. Pay Request Applications

The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

Task 6. Plan Changes and Requests for Information

The Consultant shall prepare, issue, and document all Plan Changes and Requests for Information (RFI) to the Contractor and the City as necessary during construction.

Task 7. Final Inspections and Project Close-Out

The Consultant shall conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. This task will also include assembling final Project documentation, certifications, and attendance at the Project audits.

Task 8. Record Drawings

This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Consultant shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The Consultant shall provide the City with an electronic copy of the record drawings.

B. Construction Observation

This phase consists of coordinating field-testing of construction materials incorporated into the Project with the City's independent testing consultant and preparing written reports that document compliance or non-compliance of construction materials. Also included is observing the performance of construction work and advising the Contractor and the City of non-complying work or materials incorporated into the Project. For budget purposes, it is assumed that the construction period will be thirty (30) weeks and that one 100%-time staff member of the Consultant will be available for the construction observation services on this Project.

III. ADDITIONAL SERVICES

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

- NEPA
- Wetland Mitigation
- Geotechnical Investigation
- Street Lighting Circuit Design
- Water main rerouting/design
- Appraisal/Appraisal Reviews
- Report-of-Liens
- Construction Surveys
- Construction Period Testing Services

ATTACHMENT 2

PROJECT SCHEDULE

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

I. Basic Services of the Consultant

- A. Project Management Aug. 2023 - Nov. 2024
- B. Preliminary Survey and Mapping..... Aug. - Sep. 2023
- C. Preliminary Plans..... Oct. - Nov. 2023
- D. Final Plans and Specifications..... January 2024
- E. Bid Letting.....February 2024

II. Resident Consultant Services

- A. Construction Administration..... April.- Nov. 2024
- B. Construction Observation April - Nov. 2024

ATTACHMENT 3

SCHEDULE OF FEES

Subject to change annually

HR GREEN, INC.

Billing Rate Schedule

Effective January 1, 2023

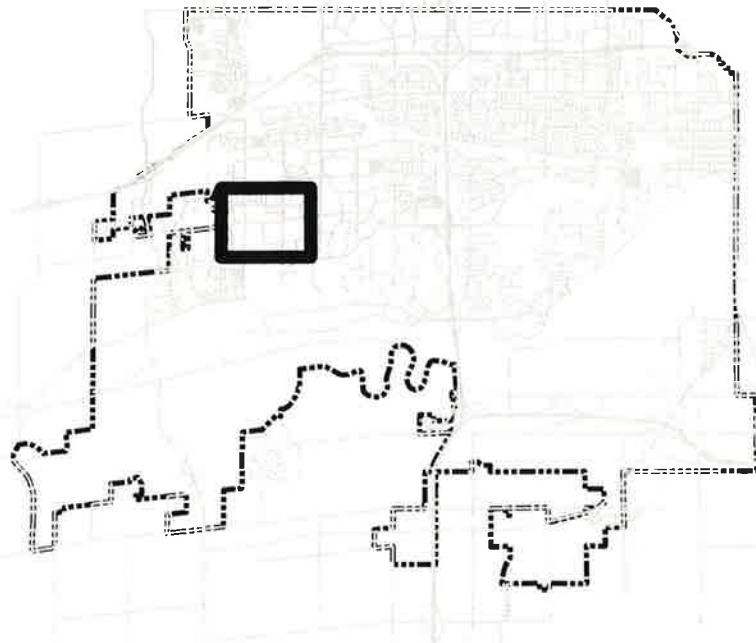
<u>Professional Services</u>	<u>Billing Rate Range</u>
Principal	\$215 - \$350
Senior Professional	\$210 - \$320
Professional	\$150 - \$220
Junior Professional	\$100 - \$150
Senior Technician	\$135 - \$175
Technician	\$80 - \$140
Senior Field Personnel	\$155 - \$225
Field Personnel	\$90 - \$170
Junior Field Personnel	\$95 - \$145
Administrative Coordinator	\$75 - \$125
Administrative	\$75 - \$110
Corporate Admin	\$95 - \$150
Operators/Interns	\$70 - \$125

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this Project will be billed at cost plus 10%.
2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. A rate of \$6.00 will be charged per HR Green labor hour for a technology and communication fee.
5. All other direct expenses will be invoiced at cost plus 10%.



VICINITY MAP



LEGEND

PROJECT LOCATION 



	PROJECT: <h2 style="text-align: center;">Mills Civic Parkway Widening</h2>		
	LOCATION: <h3 style="text-align: center;">South 81st Street to South 88th Street</h3>		
DRAWN BY: JPM	DATE: 7/31/2023	PROJECT NUMBER/NAME: 0510-035-2023	SHT. 1 of 1

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

DATE: August 7, 2023

ITEM:

Resolution - Establishing Public Hearing
Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
Mills Civic Parkway – Sugar Creek & Fox Creek Crossings

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

State law requires a public hearing prior to the authorization for acquisition of agricultural property necessary for a public improvement project. A Public Hearing should be scheduled for 5:35 p.m. on September 5, 2023.

A copy of the notice that was mailed on August 2, 2023 to property owners is included in the packet.

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Resolution Establishing Public Hearing Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property
- Ordering the City Clerk to publish the notice of intent to commence a Public Improvements project and to Acquire Agricultural Land

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	Greta Truman & Jessica Spoden, Assistant City Attorneys
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE INFORMED (if applicable)

Committee	Public Services
Date Informed	July 24, 2023
No deliberation or action taken	

**RESOLUTION ESTABLISHING PUBLIC HEARING REGARDING THE FINAL DESIGN,
SITE SELECTION AND CONSIDERATION OF ACQUIRING AGRICULTURAL
PROPERTY**

**Mills Civic Parkway – Sugar Creek & Fox Creek Crossings
Project No. 0510-071-2021**

WHEREAS, the City of West Des Moines is initiating the construction of above named project (hereinafter “Project”) which will include the acquisition of private property necessary for the location, construction and operation of street, bridge, culvert, and drainage improvements; and

WHEREAS, the acquisition of private property necessary for the Project includes agricultural property; and

WHEREAS, Code of Iowa Section 6B.2A requires a municipality to hold a public hearing to receive input regarding the final design and site selection for a public improvement project in which agricultural property will be acquired; and

WHEREAS, pursuant to state code it is necessary to set a public hearing date and provide written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property which may be the subject of acquisition for the Project; and

WHEREAS, the City is establishing a public hearing date to receive public input regarding the general nature of the Project, determine the source of funding for the Project, review the site-specific design and location of the Project and determine if the acquisition of agricultural property, through voluntary purchase or condemnation, is for a public purpose and necessary for completion of the Project.

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

1. A public hearing time and date of 5:35 p.m. on September 5, 2023 is established to consider the Project.
2. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing shall be made to each owner and contract purchaser of agricultural property which may be needed for construction of the Project.
3. Written and published notices shall be provided as required by State Code to affected property owners, tenants and contract purchasers.

PASSED AND ADOPTED this 7th day of August, 2023.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**NOTICE OF INTENT TO COMMENCE A PUBLIC IMPROVEMENT PROJECT
AND TO ACQUIRE AGRICULTURAL LAND FOR THE PROJECT**

**MILLS CIVIC PARKWAY – SUGAR CREEK & FOX CREEK CROSSINGS
PROJECT NO. 0510-071-2021**

All or a portion of the property as shown on the Parcel Location Map attached hereto as Exhibit “A”.

TO: Owners and Parties in Possession

Under the provisions of Chapter 6B of the Iowa Code, a governmental body which proposes to acquire agricultural land under power of eminent domain for a public improvement project is required to give notice of intent to commence the project to all owners of such agricultural land whose properties may be acquired in whole or in part for the project (see Iowa Code §§ 6A.21(a) and 6B.2A).

1. DESCRIPTION OF THE PROJECT.

NOTICE IS HEREBY GIVEN to the above identified owners of agricultural land that the City Council of the City of West Des Moines, Iowa will consider authorizing the commencement of a project to acquire property and property interests for the construction of street, bridge, culvert and drainage improvements which will comprise the Mills Civic Parkway – Sugar Creek & Fox Creek Crossings project.

2. PRIVATE PROPERTY MAY BE ACQUIRED BY PURCHASE OR CONDEMNATION.

If the above described project and/or acquisition of property is approved by the City Council, the City will be required to acquire property for the project improvements. Upon review of Dallas County property records, it appears that agricultural land and property interests owned by the above identified persons/entities may have to be acquired in whole or in part for the Project. The City will attempt to purchase the required agricultural land and/or property interests by good faith negotiations, and it may condemn those properties which it is unable to purchase. The proposed location of the above described public improvement is shown on a conceptual drawing of the Project which is now on file in the office of the City Clerk and available for public inspection.

3. CITY PROCESS TO DECIDE TO PROCEED WITH THE PROJECT AND TO ACQUIRE PROPERTY; CITY COUNCIL ACTION REQUIRED TO PROCEED WITH PROJECT; OPPORTUNITY FOR PUBLIC INPUT.

In making the decision to proceed with the Project and to authorize the acquisition of property and property interests, the City Council will hold a public hearing, giving persons interested in the proposed Project the opportunity to present their views, including the proposed acquisition of property. The public hearing will be held during the City Council's regularly scheduled meeting on **the 5th day of September, 2023 in the City Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, commencing at 5:35 p.m.** In order for the City to proceed, the City Council will be required to consider and approve the Project and authorize acquisition of private property by Council resolution following the public hearing.

If the Project is approved, an appraiser retained by the City will determine the compensation to be paid for property or property interests that are needed for the Project. The City will offer no less than the appraised fair market value and will attempt to purchase only the needed property by good faith

negotiations. If the City is unable to acquire property needed for the Project by negotiation, the City will acquire the property by condemnation.

4. CONTACT PERSON.

Further information regarding this proposed public improvement project or its impact on the properties identified above may be obtained by contacting **Brian Hemesath, West Des Moines City Engineer, 4200 Mills Civic Parkway, West Des Moines, Iowa 50265, or by telephone at (515) 222-3475.**

5. STATEMENT OF RIGHTS.

Just as the law grants certain entities the right to acquire private property, you as the owner of property have certain rights. You have the right to:

- a. Receive just compensation for the taking of property. (Iowa Const., Article 1, Section 18)
- b. An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code §§ 6B.45, 6B54)
- c. Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based, not less than ten (10) days before being contacted by the acquiring agency's acquisition agent. (Iowa Code §6B.45)
- d. When an appraisal is required, an opportunity to accompany at least one appraiser of the acquiring agency who appraises your property. (Iowa Code §6B.54)
- e. Participate in good faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code §6B.3(1))
- f. If you cannot agree on a purchase price with the acquiring agency, a determination of just compensation by an impartial compensation commission and the right to appeal its award to district court. (Iowa Code §§ 6B.4, 6B.7, and 6B.18)
- g. A review by the compensation commission of the necessity for the condemnation if your property is agricultural land being condemned for industry. (Iowa Code § 6B.4A)
- h. Payment of the agreed upon purchase price, or if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code §§ 6B.25 and 6B.54(11))
- i. Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code §§ 6B.33 and 6B.54(10))
- j. Reimbursement of certain litigation expenses: (1) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (2) if the award on appeal in court is more than the compensation commissioner's award. (Iowa Code § 6B.33)
- k. At least 90 days written notice to vacate occupied property. (Iowa Code § 6B.54(4))
- l. Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility, and the amount of payments. (Iowa Code §316.9)

The rights set out in this Statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from Iowa Code Chapters 6A, 6B and 316. For a more thorough presentation of an owner's rights, you should refer directly to the Iowa Code or contact an attorney of your choice.

This Notice is given by authority of the City Council of the City of West Des Moines, Iowa.

/s/ Ryan T. Jacobson
City Clerk, West Des Moines, Iowa

To be published in the Des Moines Register no less than four (4) nor more than twenty (20) days before September 5, 2023.

Mailed to all affected Property Owners on August 2, 2023.

Agricultural Properties
Mills Civic Parkway – Sugar Creek & Fox Creek Crossings
Project No. 0510-071-2021

Parcel No.	Mail Name	Mail Address	Mail City	Mail ST	Mail ZIP
1616276001	SUGAR CREEK LAND, LLC	4701 121ST STREET	URBANDALE	IA	50323
1616277004	BROWN, DAVID PEARCE & ALLISON L JTRS	33425 WATERBERRY CIRCLE	WAUKEE	IA	50263
1616278005	LINDHOLM, MATT T & KRISTA M JTRS	33446 WATERBERRY CIRCLE	WAUKEE	IA	50263
1616152001	NIKABADZE, TORNIKE	33475 FOX CREEK DRIVE	WAUKEE	IA	50263
1616400008	WDM GROUND, LLC	9500 UNIVERSITY AVENUE	WEST DES MOINES	IA	50266
1615300011	SILO 9 PLAT 1, LLC	6205 MILLS CIVIC PARKWAY, SUITE 200	WEST DES MOINES	IA	50266



LOCATION:

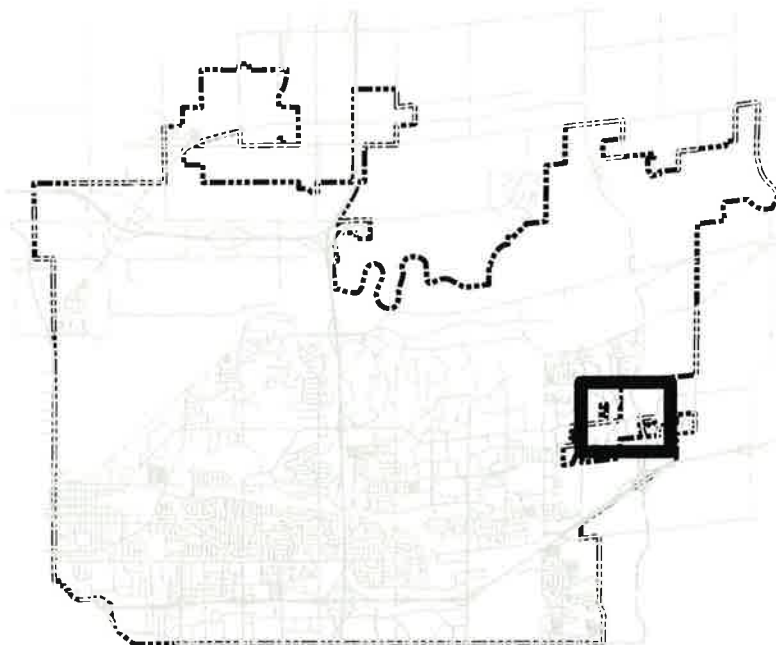
Exhibit A'

PROJECT:

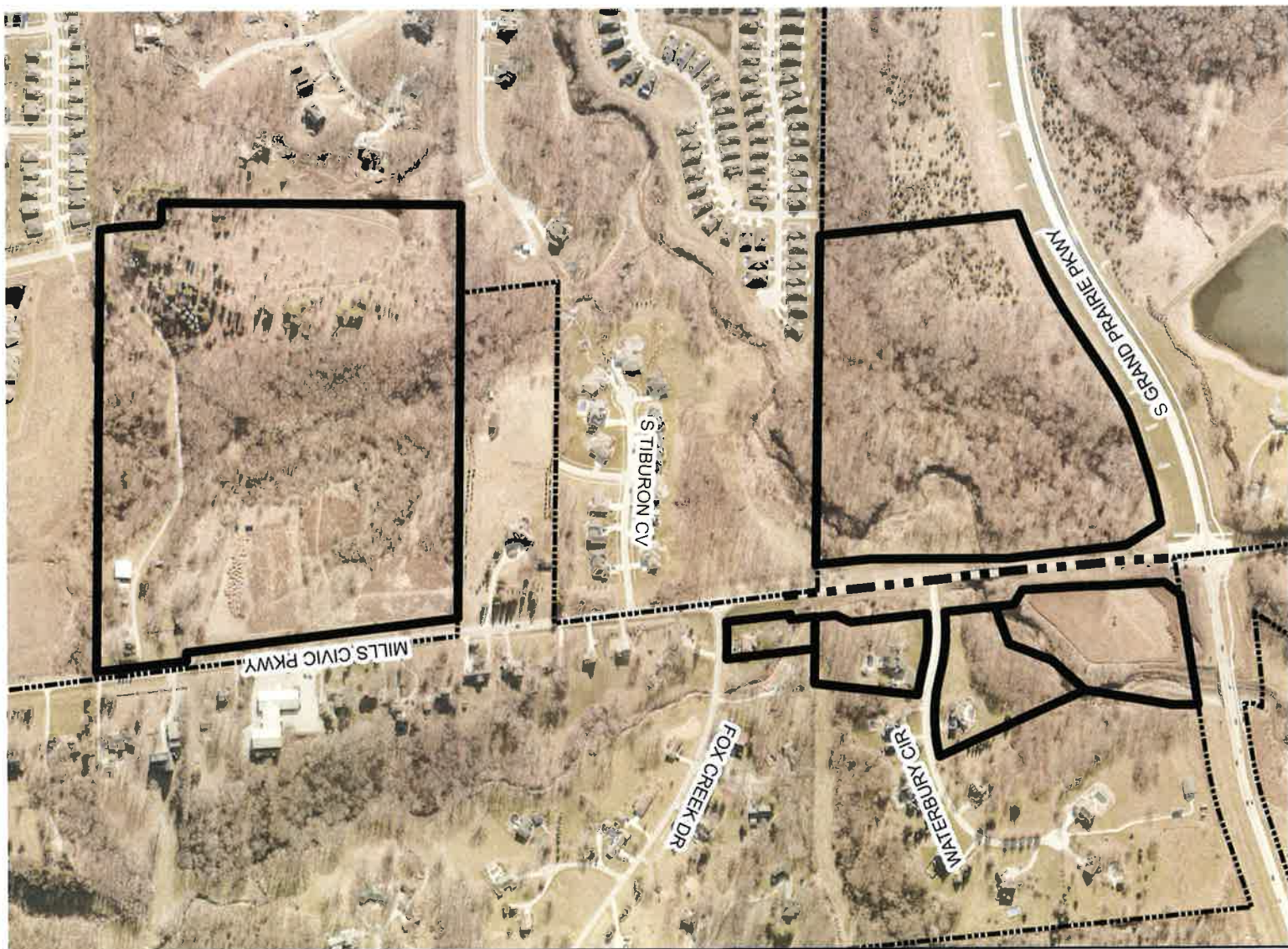
Mills Civic Parkway – Sugar Creek & Fox Creek Crossings



LEGEND
PROJECT LOCATION



VICINITY MAP



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

DATE: August 7, 2023

ITEM: Resolution Approval and acceptance of Permanent Storm Sewer Easement necessary for the construction of the water main installation project along SE Maffitt Lake Road – West Des Moines Water Works

FINANCIAL IMPACT: Payment from West Des Moines Water Works Board of Trustees

SYNOPSIS: Property interests necessary for completing a water main installation project along SE Maffitt Lake Road have included a Permanent Storm Sewer Easement from General Manufacturing Co. The West Des Mines Water Works Board of Trustees accepted a Permanent Public Easement and Right-of-Way for Water Main along with a Temporary Construction Easement and payment for said easement at their July 19, 2023 meeting. For policy and title purposes, formal acceptance by the City of the Permanent Storm Sewer Easement is required. The attached resolution approves acceptance of the property interest.

RECOMMENDATION:

Adopt resolution accepting the Permanent Storm Sewer Easement from General Manufacturing Co. for the construction of the water main installation project along SE Maffitt Lake Road.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	None		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

AUTHORIZING CONVEYANCE OF PROPERTY INTERESTS FOR CONSTRUCTION OF THE WATER MAIN INSTALLATION PROJECT ALONG SE MAFFITT LAKE ROAD – WEST DES MOINES WATER WORKS

WHEREAS, funding was approved by the West Des Moines Water Works Board at their July 19, 2023 meeting; and

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

WHEREAS, the West Des Moines Water Works has secured property interests through a negotiated Purchase Agreement for the acquisition of property interests necessary for the Project; and

WHEREAS, a Permanent Storm Sewer Easement necessary to complete the Project has been presented to the City for approval; and

WHEREAS, it is in the best interest of the citizens of the City to approve and accept the above-described document.

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

1. The document described above conveying property interest to the City of West Des Moines, Iowa, is hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The document shall be filed with the county recorder as appropriate.

PASSED AND ADOPTED this 7th day of **August, 2023**.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

Prepared by:

Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines IA 50265 (515) 222-3600

SPACE ABOVE THIS LINE FOR RECORDER

PERMANENT STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

1. Grant of Permanent Easement

The undersigned, on behalf of **General Manufacturing Co.** ("Grantor(s)", owner of property upon which this Easement is located), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to the **City of West Des Moines, Iowa**, a municipal corporation ("City"), a permanent and perpetual Storm Sewer Easement ("Easement") upon, over, under, through, and across the real property as shown and legally described on the attached Permanent Storm Sewer Easement as **Exhibit "A"** ("Easement Area").

Use and Purpose of Easement

This Easement shall be granted solely and exclusively for the purpose of constructing and permanently maintaining a permanent storm sewer, allowing the City to enter at any time upon and into the Easement Area and to use as much of the surface and subsurface thereof to locate, construct, replace, rebuild, enlarge, reconstruct, add to, patrol, repair and maintain the storm sewer whenever necessary. The use of the Easement Area is subject to the following terms and conditions:

- (a) No structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement without the express written consent of the City. If authorized by the City, the installation of driveways, sidewalks or other objects installed or placed in the Easement Area shall be subject to removal and replacement at Grantor's expense if removed by the City to access the Easement Area for its intended purpose or to protect the sewer and appurtenant facilities.
- (b) The City agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be required from federal, state, county, municipal or other

governmental agency or units exercising jurisdiction over the installation and operation of the facilities before using the Easement or exercising the rights herein provided, and further agrees to comply with and strictly observe any and all laws, rules, and regulations of any such governmental agency or unit.

- (c) The City shall take reasonable steps to ensure that all work performed by the City in the Easement Area will be initiated and completed within a reasonable period. Following completion of the work performed by the City, the Easement Area shall be restored to a condition similar to that which existed prior to the performance of work by the City, excluding the replacement of trees and landscaping and restoration of existing grade. The City shall also be responsible for removal of all debris, spoils, equipment, etc. used by the City in connection with the work performed in the Easement Area.
- (d) Unless done at the direction or by the authority of the City, nothing in this Easement Agreement shall obligate the City to perform any work or engage in any repair or restoration of the Easement Area resulting from actions taken by other individuals or entities (i.e., utility companies). Any individuals or entities (i.e., utility companies) other than the City or its contractors that make use of the Easement shall be deemed to undertake the City's obligations under this Easement and are hereby notified of the same.
- (e) It is understood and agreed that the consideration for this Easement includes full compensation for damages to Grantor as agreed upon by the City and the Grantor.
- (f) Upon restoration of the Easement Area, Grantor will resume all maintenance responsibilities of the Easement Area.

2. Grant of Temporary Easement

Further, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey to the City a Temporary Construction Easement ("Temporary Easement") upon, over, under, through and across the real property as shown and legally described on the attached **Exhibit "B"** ("Temporary Easement Area").

Use and Purpose of Temporary Easement(s)

This Temporary Easement shall be for the purpose of permitting the City, its agents, contractors, employees and assigns a right of entry in, upon and onto the Temporary Easement Area for the purpose of transporting and storing materials and equipment, grading, shaping, and access during initial construction of the storm sewer project. This Temporary Easement shall terminate the earlier of (a) formal acceptance of the Project by the City Council of the City of West Des Moines; or (b) **eighteen (18) months** from the execution of this Easement. The use of the Temporary Easement Area is subject to the following terms and conditions:

- (a) The City shall take reasonable steps to ensure that all work performed by the City

in the Temporary Easement Area be initiated and completed within a reasonable period. Following completion of the work performed by the City, the Temporary Easement Area shall be restored to a condition similar to that which existed prior to the performance of work by the City, excluding the replacement of trees and landscaping and restoration of the existing grade. The City shall also be responsible for removal of all debris, spoils, equipment, etc. used by the City in connection with the work performed in the Temporary Easement Area.

- (b) Unless done at the direction or by the authority of the City, nothing in this grant of Temporary Easement shall obligate the City to perform any work or engage in any repair or restoration of the Temporary Easement Area resulting from actions taken by other individuals or entities other than the City, its employees or contractors.
- (c) During the term of the Temporary Easement, Grantor shall not erect any structure under, over, on, through, across within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City during the term of this Temporary Easement; provided, however, temporary fencing sufficient to contain livestock shall be installed by the Grantor along the North line of the temporary easement until construction of permanent fencing.

The City shall have the right to remove any unauthorized fences, structures, obstructions, plantings or material placed or erected under, over, on, through, across, or within the Easement Area at Grantor's sole expense. Grantor will not be reimbursed for any items removed by the City.

- (d) It is understood and agreed that the consideration for this Temporary Easement includes full compensation for damages to Grantor as agreed upon by the City and the Grantor.
- (e) Upon restoration of the Temporary Easement Area and termination of the Temporary Easement, City will have no further obligation for the Temporary Easement Area whatsoever.

3. Hold Harmless

Each party shall defend, indemnify and hold the other party harmless from and against any loss, expense or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, related to this Agreement, unless such damage or injury is attributable to the negligence or willful misconduct of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

4. Benefits, Burdens and Assignment

All provisions of this Easement, including benefits and burdens, run with the land and are binding upon the City and the Grantor, including but not limited to future owners, developers, lessees, occupants or assignees. Grantor acknowledges and agrees that this Easement is assignable by the City without consent from the Grantor to a third-party public entity, and assignable by the City with written notice to and consent from the Grantor to a third-party private entity.

5. Jurisdiction and Venue

The City and the Grantor agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties shall consent to the jurisdiction of **Polk** County, Iowa.

6. Lawful Authority

The Grantor covenants with the City that it holds the above-described legal property by good and marketable title, free and clear of liens, easements, and encumbrances, except any of record, and that the Grantor has a right and lawful authority to make and execute this Easement. Grantor warrants and defends said Easement against the lawful claims of all persons claiming by, through or under Grantor.

7. Approval of City

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

8. Attorney Fees

Either party may enforce this Easement by appropriate action, and the prevailing party shall recover as part of its costs the reasonable attorney fees incurred in such action.

9. Words and Phrases

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

10. Parties

The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, contractors, successors and assigns. The term "Grantor" shall refer to the undersigned, their heirs, assigns, successors in interest, or lessees, if any.

Index Legend	
City:	West Des Moines
County:	Polk County
Parcel ID:	320/00401-329-000
Description:	Pt. NW 1/4 Sec 33-78-25
Proprietor:	GENERAL MFG CO
Surveyor:	Murray B. Berting
Company:	Shive-Hattery, Inc.
Return To:	4125 Westown Parkway, Suite 100 West Des Moines, IA 50266 (515) 223-8104

EASEMENT PLAT

EXHIBIT 1-ST1

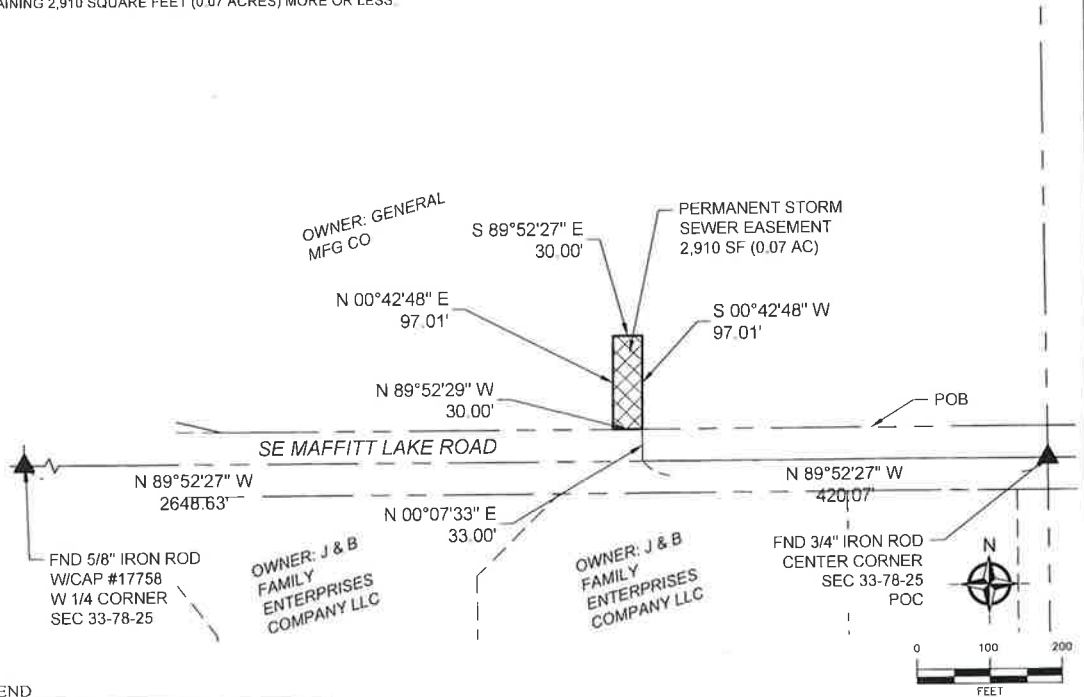
EASEMENT BEING CONVEYED TO CITY OF WEST DES MOINES
SE MAFFITT LAKE ROAD WATER MAIN EXTENSION
WEST DES MOINES WATER WORKS PROJECT NO. 00800-170-23024

PROPERTY OWNER:
GENERAL MFG CO
POB 1333
DES MOINES, IA 50306-1333

LEGAL DESCRIPTION:
A PARCEL OF LAND LYING ENTIRELY WITHIN AND FORMING A PART OF THE NW 1/4, SECTION 33, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P. M., NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 33;
THENCE N 89°52'27" W, A DISTANCE OF 420.07 FEET;
THENCE N 00°07'33" E, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;
THENCE N 89°52'29" W, A DISTANCE OF 30.00 FEET;
THENCE N 00°42'48" E, A DISTANCE OF 97.01 FEET;
THENCE S 89°52'27" E, A DISTANCE OF 30.00 FEET;
THENCE S 00°42'48" W, A DISTANCE OF 97.01 FEET THE POINT OF BEGINNING.

CONTAINING 2,910 SQUARE FEET (0.07 ACRES) MORE OR LESS.



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND AS NOTED
 - SET 5/8" IRON ROD W/YELLOW CAP#13148 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - POB POINT-OF-BEGINNING
 - POC POINT-OF-COMMENCEMENT
 - SECTION LINE
 - RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - PROPERTY LINE
 - ▨ EASEMENT AREA

FIELD SURVEY COMPLETED: DECEMBER 2022



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.

Murray B. Berting 6-27-2023
DATE

MURRAY B. BERTING
License Number: 13148
My license renewal date is DECEMBER 31, 2024.
Pages or sheets covered by this seal:

SURVEY FOR:
WEST DES MOINES WATER WORKS
1505 RAILROAD AVENUE
WEST DES MOINES, IOWA 50265
PHONE: (515) 222-3465

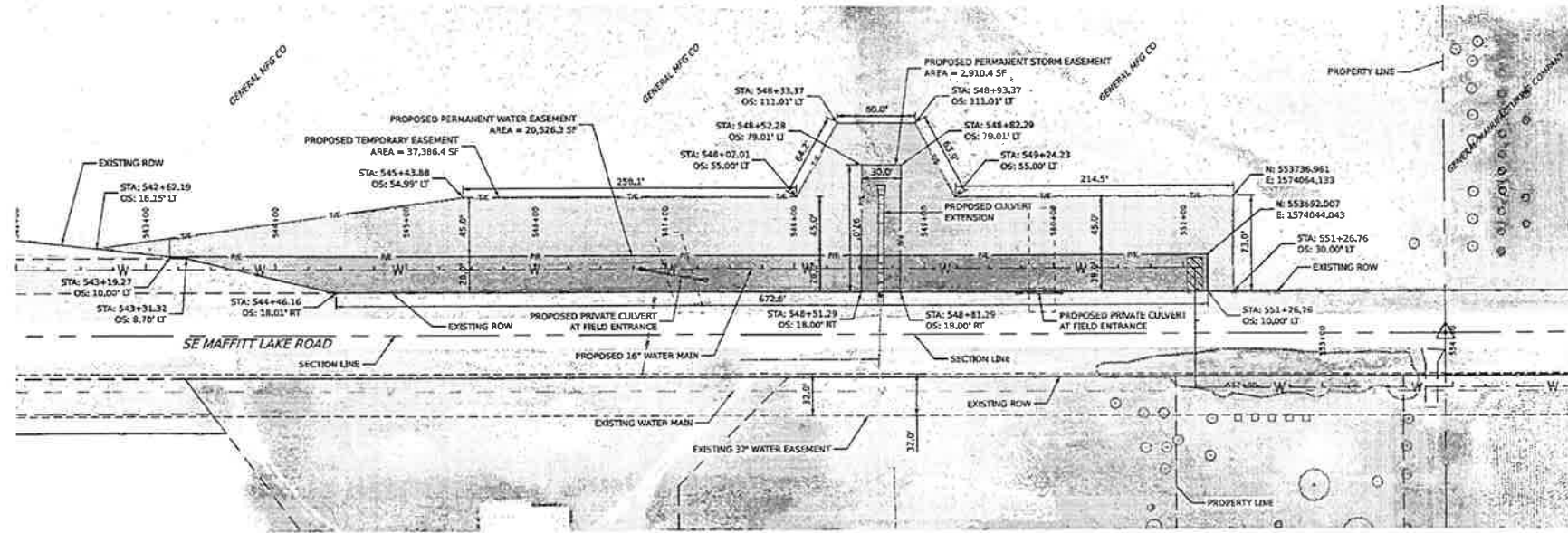
SHIVE-HATTERY
PROJECT NO 2142205860 DATE: 04/11/2023

SHIVE-HATTERY
ARCHITECTURE + ENGINEERING
4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com

SHEET
1 OF 1

P:\projects\142205860\DWG\142205860\142205860.dwg
 2/20/2023 10:31:57 AM
 C:\Users\shivehattery\OneDrive\Documents\142205860\142205860.dwg

LEGEND	
	TEMPORARY EASEMENT
	PERMANENT WATER EASEMENT
	PERMANENT STORM EASEMENT



SHIVEHATTERY
 ARCHITECTURE-ENGINEERING
 4125 Western Parkway Suite 100
 Wood Dale, Illinois 60191
 630.278.8134 | www.shivehattery.com

WEST DES MOINES
 WATER WORKS

SH PROJECT NO: 2142205860
 CLIENT PROJECT NO: 00800-170-23024

DRAWN BY: MAM
 APPROVED BY: DRF
 DATE: 02/08/23

NO.	REVISION DESCRIPTION	APPROVED	DATE

SE MAFFITT LAKE ROAD WATER MAIN EXTENSION

EASEMENT PLAN

H.1

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

DATE: August 7, 2023

ITEM: Approve the Request For Proposals to lease City-owned property, 217 5th Street, Suite 102 (Valley Junction Lease)

- Set Dates for Receiving Proposals, Acceptance of Proposal, and Public Hearing to Approve Lease Agreement

Resolution: Approve the Request for Proposals and Setting Dates for Receiving Proposals, acceptance of proposal, and Public Hearing for the Lease of 217 5th Street, Suite 102 (Valley Junction Lease).

FINANCIAL IMPACT: Unknown at this time.

SYNOPSIS: The leased space located at 217 5th Street, Suite 102 in Valley Junction, next to the Valley Junction Activity Center has expired and is now available. Lathmore Soap Company, LLC, has occupied the space since August 2019.


A Request for Proposal (RFP) has been prepared. Proposals will be received no later than 2:00 p.m., Central Time, Wednesday, September 13, 2023; the City will accept a proposal on Monday October 2, 2023, and a public hearing will be scheduled for 5:35 p.m. on Monday, October 16, 2023.

The attached Resolution approves the request for proposals, and sets the dates to receive proposals, accept a proposal, and a public hearing for approve the lease.

RECOMMENDATION: Approve the Resolution authorizing staff to advertise, receive proposals and set a public hearing for the approval of the lease for City-owned property.

Lead Staff Member: Ryan Penning, Director of Parks and Recreation

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance and Administration		
Date Reviewed			
Recommendation	Yes	No	Split

Attachments:

- Request for Proposal (RFP)
- Notice of Request for Proposals
- Notice of Intent to Select Proposal
- Notice of Public Hearing

RESOLUTION NO. _____

RESOLUTION APPROVING THE REQUEST FOR PROPOSALS AND SETTING DATES FOR RECEIVING PROPOSALS, ACCEPTANCE OF PROPOSAL, AND PUBLIC HEARING FOR THE LEASE OF CITY-OWNED PROPERTY, 217 5TH STREET, SUITE 102, (VALLEY JUNCTION LEASE)

WHEREAS, City-Owned property located at 217 5th Street, Suite 102 has become available for lease.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT the Request for Proposal (RFP) is hereby approved, and now on file in the Office of the West Des Moines City Clerk for public inspection.

BE IT FURTHER RESOLVED, proposals shall be accepted until 2:00 p.m. on Wednesday, September 13, 2023, and the City Clerk is hereby directed to publish Notice of Request for Proposals with publication not less than thirty (30) days prior to said deadline.

BE IT FURTHER RESOLVED, the City intends to select a proposal at 5:35 p.m. on Monday, October 2, 2023, and the Notice of Intent to Accept Proposal is now on file in the Office of the West Des Moines City Clerk.

BE IT FURTHER RESOLVED, the public hearing to approve the lease is set for Monday, October 16, 2023, and the City Clerk is hereby directed to publish Notice of Intent to Lease Property not less than four (4) nor more than twenty (20) days prior to the public hearing.

PASSED AND ADOPTED this _____ day of _____, 2023.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

PUBLIC NOTICE

**CITY OF WEST DES MOINES
DEPARTMENT OF PARKS AND RECREATION**

VALLEY JUNCTION LEASE

The City of West Des Moines, Iowa solicits interested parties to submit proposals to provide for the lease of rental property. The space to be leased is approximately 400 square feet of office space on the first floor of 217 5th Street, Suite 102 in West Des Moines.

Sealed proposals will be received by the City of West Des Moines, Iowa, on or before **2:00 p.m., local time, on Wednesday, September 13, 2023.**

Interested parties shall submit their proposals either electronically via email as a PDF attachment to ryan.jacobson@wdm.iowa.gov or in a sealed envelope delivered to:

Office of the City Clerk
City of West Des Moines
4200 Mills Civic Parkway, Ste. 2B
P.O. Box 65320
West Des Moines, IA 50265

Specifications may be secured at the Parks and Recreation Department, City of West Des Moines, 4200 Mills Civic Parkway, West Des Moines, Iowa, or by contacting Ryan Penning, Director of Parks & Recreation, at 515-222-3448.

If you are mailing in or dropping off the proposal, the envelope should be marked on the outside with "Valley Junction Lease". If you are emailing in the proposal, the email subject line should also state "Valley Junction Lease".

Proposals received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Contractor. Nothing herein is intended to exclude any responsible party or in any way restrain or restrict competition. The City of West Des Moines reserves the right to award in part or in whole or to reject any or all proposals and waive non-material irregularities and technicalities as determined to be in the best interest of said City.

CITY OF WEST DES MOINES, IOWA

By: _____
Ryan T. Jacobson, City Clerk

Published in the Des Moines Register on _____.

NOTICE OF INTENT TO ACCEPT PROPOSAL

The West Des Moines City Council intends to accept a proposal to lease 217 5th Street, Suite 102, West Des Moines, Iowa “Valley Junction Lease” at its regularly scheduled meeting at 5:35 p.m. on Monday October 2, 2023, at the West Des Moines City Hall Council Chambers, 4200 Mills Civic Parkway, West Des Moines, Iowa.

A detailed location map showing the property may be obtained at West Des Moines City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa.

CITY OF WEST DES MOINES, IOWA

By: _____
Ryan T. Jacobson, City Clerk

Filed with the City Clerk on _____, 2023.

**NOTICE OF PUBLIC HEARING REGARDING LEASE OF
PROPERTY**

The West Des Moines City Council will hold a public hearing at 5:35 p.m. on Monday, October 16, 2023 at the West Des Moines City Hall Council Chambers, 4200 Mills Civic Parkway, West Des Moines, Iowa to consider the lease of 217 5th Street, Suite 102, West Des Moines, Iowa.

Any interested person may appear at the hearing and be heard regarding the proposal. A detailed location map showing the property may be obtained at West Des Moines City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa.

CITY OF WEST DES MOINES, IOWA

By: _____
Ryan T. Jacobson, City Clerk

Published in the Des Moines Register on _____, 2023.

No Changes from Previous Reading**CITY OF WEST DES MOINES
STAFF REPORT COMMUNICATION**Meeting Date: August 7, 2023

ITEM: Bridge Lot, Northwest Corner of S. 19th Street and Fuller Road – Amend the Zoning Map to establish Multi-Family Residential land use and zoning – Walnut Creek Community Church – CPA-006010-2023/ZC-005988-2023
Deferred from June 5, 2023, and July 5, 2023

ORDINANCE: Approval of Second Reading, Waive Third Reading and Adopt the Ordinance Amendment

Background: Ed Arp with Civil Engineering Consultants, on behalf of the applicant and property owner, Walnut Creek Community Church, an Iowa nonprofit corporation requests approval of a Comprehensive Plan Land Use Map Amendment and Rezoning Request on that ground generally located at the northwest corner of S. 19th Street and Fuller Road. Specifically, the following Land Use and Zoning changes are proposed with this request:

- Amend the Comprehensive Plan Land Use Map for the approximately 2.64 acres to change from Open Space (OS) to Mixed Residential (MR) land use; and
- Amend the Zoning Map to designate Residential Medium Density (RM-12) Zoning District on approximately 2.64 acres consistent with the proposed Comprehensive Plan Land Use designation.

Staff Review & Comment:

- *Anticipated Development:* The requested actions are in preparation of development of the site for attached residential dwelling units. The subject property is situated between Jordan Creek and the public trail located adjacent to S. 19th Street and should not affect development of the remaining ground on the east side of the creek.
- *History:* The property was part of the Nazarene Church Camp which no longer functions as a campground and activity space and is now owned by Walnut Creek Community Church. In 2022, a Plat of Survey was approved to split the larger Walnut Creek Church property into two parcels generally winding diagonally through the site along Jordan Creek. The subject property is generally along the east side of the creek.
- *Development & Planning Subcommittee:* Update: this project was presented to the Development and Planning City Council Subcommittee on June 5, 2023. Council person McKinney noted the previous concerns of neighbors regarding housing and other development next to the Jordan House. No recommendation was provided.

Outstanding Issues: There are no outstanding issues.

Plan and Zoning Commission Action:

Date: May 22, 2023
 Vote: 7-0, for approval
 Recommendation: Approval of Comprehensive Plan Land Use Amendment and Rezoning

City Council Comprehensive Plan Amendment:

Date: July 17, 2023
 Vote: 4-0 for approval; Council Member Loots absent

City Council Rezoning First Reading:

Date: July 17, 2023
 Vote: 4-0 for approval; Council Member Loots absent

Recommendation: Approve the Comprehensive Plan Land Use Map Amendment and Rezoning request, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser

Approval Meeting Dates:

Plan and Zoning Commission	May 22, 2023
City Council: First Reading	July 17, 2023
City Council: Second Reading, Waive Third & Adopt	August 7, 2023

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	5/17/23
Date(s) of Mailed Notices	5/16/23

Council Subcommittee Review (if applicable)

Subcommittee	Development & Planning			
Date Reviewed	6/5/23 – Upcoming Project			
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>	No Discussion <input type="checkbox"/>

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION
NO. PZC-23-030**

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, Walnut Creek Community Church, an Iowa nonprofit corporation requests approval for a Comprehensive Plan Land Use Map Amendment for property generally located at the northwest corner of S. 19th Street and Fuller Road as depicted on the Comprehensive Plan Land Use Map Change Illustration included in the staff report to change the land use designation as follows:

- To change approximately 2.64 acres from Open Space (OS) to Mixed Residential (MR) land use; and

WHEREAS, the comprehensive plan amendment complies with the applicable provisions of Iowa Code Chapter 414 and City Code.

NOW, THEREFORE, the Plan and Zoning Commission of the City of West Des Moines recommends that City Council approve the Comprehensive Plan Land Use Map Amendment, (CPA-006010-2023) 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 May 22, 2023.


Andrew Conlin, 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 May 22, 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-23-031**

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, Walnut Creek Community Church, an Iowa nonprofit corporation request approval for a Zoning Map Amendment for property generally located at the northwest corner of S. 19th Street and Fuller Road as depicted on the Consistency Zoning Illustration included in the staff report to change the zoning designation as follows:

- Amend the Zoning Map to designate Residential Medium Density (RM-12) Zoning District on 2.64 acres 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 Plan and Zoning Commission of the City of West Des Moines recommends that City Council approve the Rezoning request, (ZC-005988-2023) 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 May 22, 2023.



Andrew Conlin, 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 May 22, 2023, by the following vote:

AYES: Conlin, Costa, Crowley, Davis, Hatfield, McCoy, Shaw

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST: 

Recording Secretary

Prepared by: Kara Tragesser, 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 LAND USE AMENDMENT TO ESTABLISH MIXED RESIDENTIAL LAND USE

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, Walnut Creek Community Church, an Iowa nonprofit corporation request approval of a Comprehensive Plan Land Use Map Amendment to change the land use designation of 2.64 acres from Open Space (OS) to Mixed Residential (MR) on the ground legally described in attached Exhibit 'B' and as indicated on the attached Comprehensive Plan Land Use Map Change Illustration; and

WHEREAS, studies and investigations were made, and staff reports, and recommendations were submitted which is made a part of this record and herein incorporated by reference; and

WHEREAS, the Comprehensive Plan Land Use Map Amendment complies with applicable provisions of Iowa Code Chapter 414 and City Code; and

WHEREAS, on May 22, 2023, the Plan and Zoning Commission did recommend to the City Council, by a 7-0 vote, for approval of the Comprehensive Plan Land Use Map Amendment; and

WHEREAS, on this day this City Council held a duly noticed Public Hearing to consider the application for Comprehensive Plan Land Use Map Amendment.

NOW, THEREFORE, The City Council hereby approves the Comprehensive Plan Land Use Map Amendment (CPA-006010-2023) shown on attached Comprehensive Plan Land Use Map Change Illustration, subject to compliance with all the conditions in the staff report, dated July 5, 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 July 17, 2023.


Matthew McKinney, Mayor Pro tem

COUNCIL ACTION	YEAS	NAYS	ABST.	ABSENT
TREVILLYAN	✓			
HUDSON	✓			
LOOTS				✓
HARDMAN	✓			
MCKINNEY	✓			
MOTION BY	Trevillyan			
SECOND BY:	Hudson			
ROLL CALL #	23-306			

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 July 17, 2023, by the indicated vote.

Exhibit A: Conditions of Approval

- 1. None

Exhibit B: Legal Description

LEGAL DESCRIPTION:

A PARCEL OF LAND IN LOT 3, BRAY FARM, AN OFFICIAL PLAT RECORDED IN BOOK 'H', PAGE 18 AT THE POLK COUNTY RECORDER'S OFFICE, AND PARCEL 2021-47, AN OFFICIAL PARCEL RECORDED IN BOOK 19417, PAGE 677 AT THE POLK COUNTY RECORDER'S OFFICE, ALL IN THE E1/2 OF SECTION 16, TOWNSHIP T8 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NE CORNER OF SAID LOT 3, SAID NE CORNER ALSO BEING THE E1/4 CORNER OF SAID SECTION 16; THENCE N89°38'45"W, 40.00 FEET ALONG THE NORTH LINE OF SAID LOT 3, SAID NORTH LINE ALSO BEING THE NORTH LINE OF THE SE1/4 OF SAID SECTION 16, TO THE NW CORNER OF THE EAST 40.00 FEET OF SAID LOT 3, SAID NW CORNER ALSO BEING ON WEST RIGHT-OF-WAY LINE OF S. 19TH STREET AS IT IS PRESENTLY ESTABLISHED AND THE EAST LINE OF SAID PARCEL 2021-47; THENCE S00°05'10"E, 170.63 FEET ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID EAST LINE OF SAID PARCEL 2021-47, TO THE POINT OF BEGINNING; THENCE S00°05'10"E, 392.28 FEET ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID EAST LINE OF SAID PARCEL 2021-47, TO A POINT ON THE NORTHWESTERN RIGHT-OF-WAY LINE OF FULLER ROAD AS IT IS PRESENTLY ESTABLISHED; THENCE S34°46'54"W, 227.81 FEET ALONG SAID NORTHWESTERN RIGHT-OF-WAY LINE, SAID NORTHWESTERN RIGHT-OF-WAY LINE ALSO BEING THE SOUTH LINE OF SAID PARCEL 2021-47, TO THE SOUTH CORNER OF SAID PARCEL 2021-47; THENCE N39°22'22"W, 227.67 FEET ALONG THE EAST LINE OF SAID PARCEL 2021-47 TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET AND A CHORD BEARING N14°39'15"E, AN ARC LENGTH 264.03 FEET ALONG SAID EAST LINE TO A POINT OF TANGENCY; THENCE N68°40'53"E, 88.16 FEET ALONG SAID EAST LINE TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING N18°37'07"E, AN ARC LENGTH OF 87.38 FEET ALONG SAID EAST LINE TO A POINT OF TANGENCY; THENCE N31°26'38"W, 53.56 FEET ALONG SAID EAST LINE TO A POINT; THENCE N32°37'21"W, 104.44 FEET TO A POINT; THENCE S74°23'38"E, 201.52 FEET TO THE POINT OF BEGINNING.

Comprehensive Plan Land Use Map Change Illustration
Change outlined area from Open Space (OS) to Mixed Residential (MR)



Prepared by: Kara Tragesser, 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 2.64 acres from Open Space (OS) zoning to the Residential Medium Density (RM-12) Zoning District consistent with the adopted Comprehensive Plan Land Use Map as amended, on that property legally described as follows and shown on the attached Zoning Map Illustration:

LEGAL DESCRIPTION:

A PARCEL OF LAND IN LOT 3, BRAY FARM, AN OFFICIAL PLAT RECORDED IN BOOK 'H', PAGE 18 AT THE POLK COUNTY RECORDER'S OFFICE, AND PARCEL 2021-47, AN OFFICIAL PARCEL RECORDED IN BOOK 19417, PAGE 677 AT THE POLK COUNTY RECORDER'S OFFICE, ALL IN THE E1/2 OF SECTION 16, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NE CORNER OF SAID LOT 3, SAID NE CORNER ALSO BEING THE E1/4 CORNER OF SAID SECTION 16; THENCE N89°38'45"W, 40.00 FEET ALONG THE NORTH LINE OF SAID LOT 3, SAID NORTH LINE ALSO BEING THE NORTH LINE OF THE SE1/4 OF SAID SECTION 16, TO THE NW CORNER OF THE EAST 40.00 FEET OF SAID LOT 3, SAID NW CORNER ALSO BEING ON WEST RIGHT-OF-WAY LINE OF S. 19TH STREET AS IT IS PRESENTLY ESTABLISHED AND THE EAST LINE OF SAID PARCEL 2021-47; THENCE S00°05'10"E, 170.63 FEET ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID EAST LINE OF SAID PARCEL 2021-47, TO THE POINT OF BEGINNING; THENCE S00°05'10"E, 392.28 FEET ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID EAST LINE OF SAID PARCEL 2021-47, TO A POINT ON THE NORTHWESTERN RIGHT-OF-WAY LINE OF FULLER ROAD AS IT IS PRESENTLY ESTABLISHED; THENCE S34°46'54"W, 227.81 FEET ALONG SAID NORTHWESTERN RIGHT-OF-WAY LINE, SAID NORTHWESTERN RIGHT-OF-WAY LINE ALSO BEING THE SOUTH LINE OF SAID PARCEL 2021-47, TO THE SOUTH CORNER OF SAID PARCEL 2021-47; THENCE N39°22'22"W, 227.67 FEET ALONG THE EAST LINE OF SAID PARCEL 2021-47 TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET AND A CHORD BEARING N14°39'15"E, AN ARC LENGTH 264.03 FEET ALONG SAID EAST LINE TO A POINT OF TANGENCY; THENCE N68°40'53"E, 88.16 FEET ALONG SAID EAST LINE TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING N18°37'07"E, AN ARC LENGTH OF 87.38 FEET ALONG SAID EAST LINE TO A POINT OF TANGENCY; THENCE N31°26'38"W, 53.56 FEET ALONG SAID EAST LINE TO A POINT; THENCE N32°37'21"W, 104.44 FEET TO A POINT; THENCE S74°23'38"E, 201.52 FEET TO THE POINT OF BEGINNING.

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 August 7, 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
Change of outlined area from Open Space to Residential Medium Density (RM-12)



No Change from First Reading

**CITY OF WEST DES MOINES
STAFF REPORT COMMUNICATION**

Meeting Date: August 7, 2023

ITEM: Cross Creek, 2475 SE 1st Street – Amend the Zoning Map to establish Residential Single-Family (RS-5) zoning – Savannah Homes, Inc. – ZC-005930-2023

ORDINANCE: Approval of Second Reading, Waive Third Reading, and Adopt Amendment to Consistency Zone Property

Background: Savannah Homes, Inc, an Iowa corporation, applicant and property owner, requests approval of a Rezoning request on 6.37 acres located at 2475 SE 1st Street. The applicant requests an amendment to the Zoning Map to designate Residential Single Family (RS-5) Zoning District on the property. Current zoning designates the property into three residential zones; approximately 2.23 acres of Residential High Density (RH-18), approximately 2.33 acres of Medium Density Residential (RM-8), and approximately 1.81 acres of Residential Single Family (RS-10).

Staff Review & Comment:

- **Anticipated Development:** The requested actions are in preparation of development of the site for single family detached dwellings. The developer is desiring to provide predominately ranch-style homes at an entry-level price point.
- **Ordinance Amendment:** An amendment to city code is in the approval process with its third and final reading scheduled for the July 17, 2023, City Council meeting. If passed, lots which are 7,999 sq ft or less and no greater than 50' in width (11,000 sq ft and 75' wide for corner lots) are allowed to reduce the front yard setback to from 30' to 25', the rear yard setback from 35' to 30', and both side yard setbacks from 7' to 6'. If the ordinance amendment does not receive final approval, the property will still be designated as Residential Single Family (RS-5) zoning; however, the development will not have any reduction in setbacks and instead will follow city code regulations in effect at time of platting.
- **Development & Planning Subcommittee:** The applicant discussed the desire to reduce setbacks within the plat at the March 20, 2023, Subcommittee meeting. The applicant inquired about utilizing a Planned Unit Development (PUD) to accommodate such for this specific development; however, Staff informed that a PUD is not intended to simply circumvent zoning regulations. The Subcommittee indicated they did not support a PUD and requested staff work with the applicant to identify a possible path forward. Staff determined to aid in supporting affordable housing that the best approach would be an amendment to the zoning code that could provide the opportunity for the city's smallest lots (5,000 sq. ft. – 7,999 sq. ft. in size) to have a reduction in setback, while the standards for larger lots would not change. Staff presented the amendment idea to the Development and Planning Subcommittee on June 5th who were agreeable with staff's proposal. The third and final reading of the ordinance is scheduled before the City Council on July 17, 2023 (AO-006028-2023).

- Developer Responsibilities: In conjunction with the platting of the lots the developer will be responsible for construction and/or installation of all required public and private infrastructure improvements necessary to support the proposed development.
- Traffic Analysis Findings: The traffic analysis performed for the rezoning indicates that less traffic than previously planned will be generated by the residential single-family zoning. Further analysis will be performed when the final development layout is submitted.

Outstanding Issues: There are no outstanding issues.

Planning and Zoning Commission Action:

Date: July 10, 2023

Vote: 5-0 for approval, with Commissioner(s) Conlin and Davis absent

Recommendation: Approval of Rezoning

Planning and Zoning Commission Discussion: David Lippold, 2545 SE 1st Street, spoke to the Commission on the number of houses that will be built on the property, indicating that it is too many for the size of the property, the construction traffic that will be on SE 1st Street, whereas Des Moines is beginning a project to resurface that roadway that is shared between the two cities, and questioned why the project couldn't use an access of Veterans Parkway.

City Council First Reading:

Date: July 17, 2023

Vote: 4-0 for approval; Council Member Loots absent.

City Council Discussion: David Lippold reiterated his concerns with an increase in density and requested that access into the subdivision be brought off Veterans Parkway versus off SE 1st Street. Staff noted the zoning was established shortly after the 2010 adoption of the Comprehensive Plan and provided a rough idea of the number of dwellings that could be developed under the current zoning of High Density (approx. 36 dwellings), Medium Density (approx. 24 dwellings) and up to 12 dwellings in Single Family area. The Council informed Mr. Lippold that this change is to his benefit considering how many dwellings could be constructed today. The Council noted that access and subdivision layout will be part of the Preliminary Plat process which is yet to come.

Recommendation: Approve the Rezoning request, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kara Tragesser

Approval Meeting Dates:

Planning and Zoning Commission	July 10, 2023
City Council: First Reading	July 17, 2023
City Council: Second Reading, Waive Third Reading & Adopt	August 7, 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>aa</i>

Publications (if applicable)

Published In:	Des Moines Register
Date(s) Published	June 30, 2023
Date(s) of Mailed Notices	June 30, 2023

Council Subcommittee Review (if applicable)

Subcommittee	Development & Planning
Date Reviewed	3/20/2023 – proposed PUD (Subcommittee against) & 6/5/2023 – city code amendment (Subcommittee supported)
Recommendation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

Location Map



A RESOLUTION OF THE PLANNING AND ZONING COMMISSION
NO. PZC-23-039

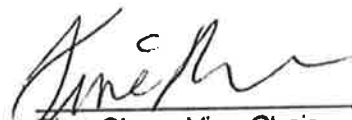
WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, Savannah Homes, Inc., an Iowa corporation, requests approval for a Zoning Map Amendment for property located at 2475 SE 1st Street as depicted on the Consistency Zoning Illustration included in the staff report to change the zoning designation as follows:

- Amend the Zoning Map to eliminate approximately 2.23 acres of Residential High Density (RH-18) zoning, approximately 2.33 acres of Medium Density Residential (RM-8) zoning and approximately 1.81 acres Residential Single Family (RS-10) zoning and designate the entire 6.37-acre property as Residential Single Family (RS-5) 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-005930-2023) 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 July 10, 2023.



Tina Shaw, 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 July 10, 2023, by the following vote:

AYES: Costa, Crowley, Hatfield, McCoy, Shaw

NAYS:

ABSTENTIONS:

ABSENT: Conlin, Davis

ATTEST:



Recording Secretary

Prepared by: Kara Tragesser, 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 eliminating approximately 2.23 acres of Residential High Density (RH-18) zoning, approximately 2.33 acres of Medium Density Residential (RM-8) zoning and approximately 1.81 acres Residential Single Family (RS-10) zoning and designating approximately 6.37 acres to the Residential Single Family (RS-5) Zoning District consistent with the adopted Comprehensive Plan Land Use Map on that property legally described as follows and shown on the attached Zoning Map Illustration:

Legal Description

That part of the South 25 acres of the Northwest ¼ of Section 26, Township 78 North, Range 25 West of the 5th P.M. lying East of a line beginning 1721.67 feet East of the SW Corner, thence Northeasterly 442.83 feet to a point 1,887.34 feet East of the NW Corner of said South 25 acres of the Northwest ¼ of Section 26, Township 78 North, Range 25, West of the 5th P.M., Polk County, Iowa, EXCEPT the South 113 feet of the East 385.5 feet thereof, and less road.

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 August 7, 2023.

Russ Trimble, Mayor

ATTEST:

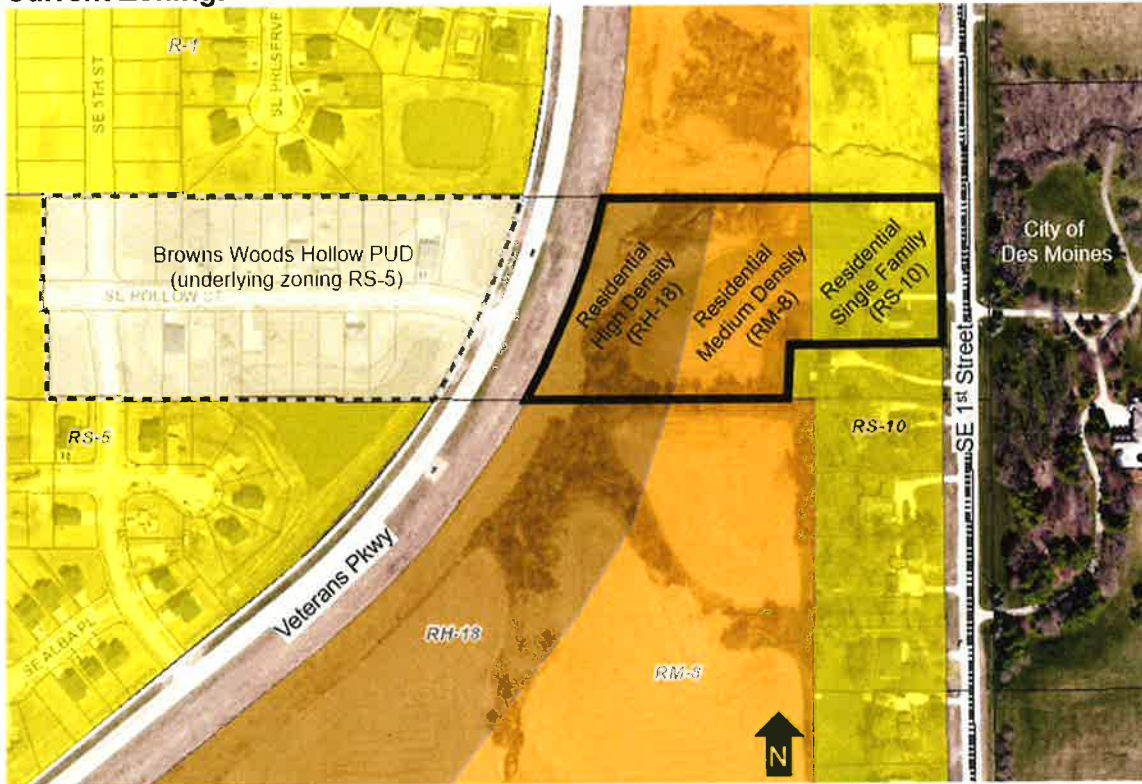
Ryan Jacobson, City Clerk

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.

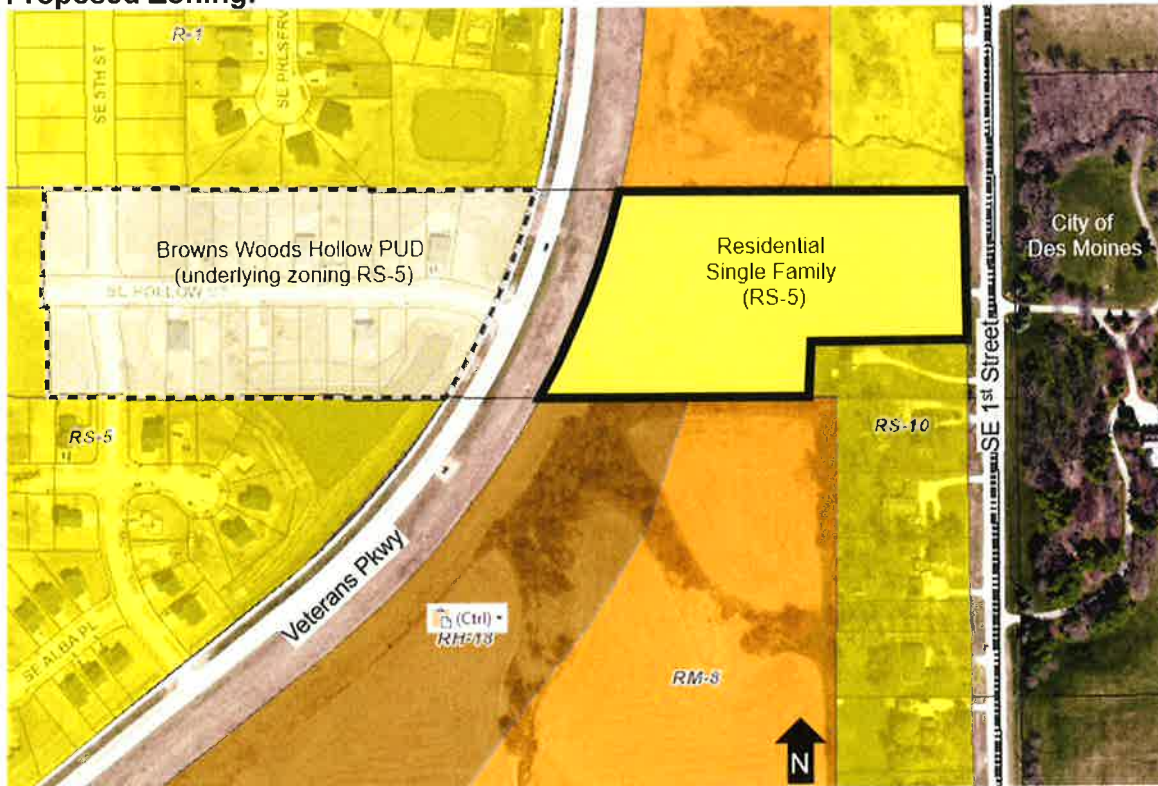
Ryan T. Jacobson
City Clerk

Consistency Zoning Illustration

Current Zoning:



Proposed Zoning:



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

DATE: August 7, 2023

ITEM:

Public Hearing (5:35 p.m.)
Grand Avenue West Segment 6DB Sewer Extension

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost was estimated to be \$645,174.00 for the Grand Avenue West Segment 6DB Sewer Extension. There were thirteen (13) bids submitted with the low bid of \$426,329.00 being submitted by Thorpe Contracting, LLC of Urbandale, Iowa. Payments will be made from account no. 640.000.000.5250.495 with the ultimate funding intended to come from Sewer Fee Revenue. Silo 9 Plat 1, LLC (future development of Woodland Estates Plat 3) entered into an Agreement with the City of West Des Moines on July 5, 2023 for the reimbursement of seven (7) additional manholes and up to twenty-five (25) sewer service connections requested and necessary as part of the sewer re-alignment that was negotiated during the design of the project. Silo 9 Plat 1, LLC has agreed to establish an escrow account for a minimum of \$118,500.00 for the reimbursement of additional professional engineering services, manholes, and sewer service connections which now equates to \$89,900.00 for actual costs based on recent bids. Recent discussions with Silo 9 Plat 1, LLC representatives indicate they intend to provide a check to the City for the actual costs in lieu of establishing an escrow account.

BACKGROUND:

The project includes the construction of the Grand Avenue West Segment 6DB Sewer Extension south of Mills Civic Parkway and east of Sugar Creek consisting of approximately 2,408 linear feet of 12-inch sewer in open cut excavation. Construction of this trunk sewer is necessary to provide sanitary sewer service to the planned Woodland Estates Plat 3 residential development. The project is anticipated to be completed by July 1, 2024.

The original sewer alignment was on the south side of the tributary to Sugar Creek. While in easement negotiations with property owners, several additional sewer alignments were requested and considered. The consensus was to shift the sewer alignment to the north side of the tributary.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:


City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for the Grand Avenue West Segment 6DB Sewer Extension;
- Motion receiving and filing Report of Bids;
- Resolution waiving bid irregularities and awarding the construction contract to Thorpe Contracting,

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	Greta Truman & Jessica Spoden, Assistant City Attorneys
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	July 21, 2023

SUBCOMMITTEE INFORMED (if applicable)

Committee	Public Services
Date Informed	July 24, 2023
No deliberation or action taken	

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT, AND ESTIMATE OF COST**

WHEREAS, on July 5, 2023, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**Grand Avenue West Segment 6DB Sewer Extension
Project No. 0510-013-2022**

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 **7th** day of **August, 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:

**Grand Avenue West Segment 6DB Sewer Extension
Project No. 0510-013-2022**

and,

WHEREAS, bids have been received and opened by the City Clerk and placed on file by the City Council; and

WHEREAS, a mathematical error was made on one of the bids received; and

WHEREAS, the mathematical error noted was not material; and

WHEREAS, the bid of Thorpe Contracting, LLC. in the amount of \$426,329.00 was the lowest responsible bid received for said public improvement;

therefore,

BE IT RESOLVED 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 Grand Avenue West Segment 6DB Sewer Extension is hereby awarded to Thorpe Contracting, LLC. in the amount of \$426,329.00 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 7th day of August, 2023.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

**BID TABULATION
WEST DES MOINES, IOWA
GRAND AVENUE WEST SEGMENT 6DB
SEWER EXTENSION**

1. Construct the Grand Avenue West Segment 6DB Sewer Extension Project No. 0510-013-2022 for the following Unit and Lump Sum Prices:				Engineer's Estimate		Thorpe Contracting, LLC 3829 71st Street Suite A Urbandale, IA 50322		McAninch Corporation 100 E. Grand Ave Suite 350 Des Moines, IA 50309		Evolution Contracting PO Box 160 Indianola, IA 50125		Rognes Corp 1609 N. Ankeny Blvd Suite 210 Ankeny, IA 50023		Absolute Group Construction Inc dba Absolute Group 1800 Burr Oak Blvd Granger, IA 50109	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
DIVISION 2 EARTHWORK															
1	Cleaning and Grubbing	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 14,500.00	\$ 14,500.00	\$ 12,250.00	\$ 12,250.00	\$ 24,000.00	\$ 24,000.00	\$ 21,500.00	\$ 21,500.00	\$ 24,000.00	\$ 24,000.00
DIVISION 3 TRENCH EXCAVATION AND BACKFILL															
N/A															
DIVISION 4 SEWERS AND DRAINS															
2	Sanitary Sewer in Place - 12"	LF	2,408	\$ 150.00	\$ 361,200.00	\$ 84.00	\$ 202,272.00	\$ 98.50	\$ 237,188.00	\$ 86.00	\$ 207,088.00	\$ 103.00	\$ 248,024.00	\$ 122.00	\$ 293,668.00
3	Connection to Existing Manhole	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 5,200.00	\$ 5,200.00	\$ 9,292.00	\$ 9,292.00	\$ 9,557.00	\$ 9,557.00	\$ 3,135.00	\$ 3,135.00	\$ 6,150.00	\$ 6,150.00
4	Video Inspection of Sewer	LF	2,408	\$ 3.00	\$ 7,224.00	\$ 4.00	\$ 9,632.00	\$ 3.62	\$ 8,716.96	\$ 3.25	\$ 7,826.00	\$ 2.00	\$ 4,816.00	\$ 3.00	\$ 7,224.00
5	Sewer Service Stubs	EA	21	\$ 1,500.00	\$ 31,500.00	\$ 1,200.00	\$ 25,200.00	\$ 825.00	\$ 17,325.00	\$ 830.00	\$ 17,430.00	\$ 1,165.00	\$ 24,465.00	\$ 1,330.00	\$ 27,930.00
6	Field Tile - 6" and smaller	LF	20	\$ 50.00	\$ 1,000.00	\$ 20.00	\$ 400.00	\$ 14.00	\$ 280.00	\$ 35.00	\$ 700.00	\$ 77.00	\$ 1,540.00	\$ 62.50	\$ 1,250.00
DIVISION 5 WATER MAINS AND APPURTENANCES															
N/A															
DIVISION 6 STRUCTURES FOR SANITARY AND STORM SEWERS															
7	Manhole - Type SW 301 - 48"	EA	14	\$ 7,500.00	\$ 105,000.00	\$ 6,000.00	\$ 84,000.00	\$ 5,175.00	\$ 72,450.00	\$ 5,823.00	\$ 81,522.00	\$ 5,545.00	\$ 77,630.00	\$ 7,225.00	\$ 101,150.00
DIVISION 7 STREETS AND RELATED WORK															
N/A															
DIVISION 8 TRAFFIC CONTROL															
8	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 1,020.00	\$ 1,020.00	\$ 5,141.00	\$ 5,141.00	\$ 2,595.00	\$ 2,595.00	\$ 5,200.00	\$ 5,200.00
DIVISION 9 SITE WORK AND LANDSCAPING															
9	Silt Fence	LF	3,800	\$ 3.00	\$ 11,400.00	\$ 2.50	\$ 9,500.00	\$ 2.00	\$ 7,600.00	\$ 2.25	\$ 8,550.00	\$ 2.00	\$ 7,600.00	\$ 3.25	\$ 12,350.00
10	Erosion Control	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 13,600.00	\$ 13,600.00	\$ 9,882.00	\$ 9,882.00	\$ 11,180.00	\$ 11,180.00	\$ 15,300.00	\$ 15,300.00	\$ 18,100.50	\$ 18,100.50
11	Fence Removal and Replacement	LF	290	\$ 40.00	\$ 11,600.00	\$ 10.00	\$ 2,900.00	\$ 23.00	\$ 6,670.00	\$ 57.50	\$ 16,675.00	\$ 16.00	\$ 4,640.00	\$ 20.00	\$ 5,800.00
12	Rip-Rap	TON	500	\$ 51.00	\$ 25,500.00	\$ 60.00	\$ 30,000.00	\$ 80.00	\$ 40,000.00	\$ 87.75	\$ 43,625.00	\$ 85.00	\$ 42,500.00	\$ 88.00	\$ 44,000.00
13	Seeding - SUDAS Type 2	ACRE	5.5	\$ 2,500.00	\$ 13,750.00	\$ 3,000.00	\$ 16,500.00	\$ 1,836.00	\$ 10,098.00	\$ 2,034.00	\$ 11,187.00	\$ 7,540.00	\$ 41,470.00	\$ 2,725.00	\$ 14,987.50
14	Seeding - Wetlands	ACRE	0.5	\$ 3,000.00	\$ 1,500.00	\$ 4,250.00	\$ 2,125.00	\$ 5,610.00	\$ 2,805.00	\$ 6,216.00	\$ 3,108.00	\$ 3,940.00	\$ 1,970.00	\$ 4,460.00	\$ 2,180.00
DIVISION 10 DEMOLITION															
N/A															
DIVISION 11 MISCELLANEOUS															
15	Construction Staking	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,854.00	\$ 7,854.00	\$ 9,605.00	\$ 9,605.00	\$ 5,860.00	\$ 5,860.00	\$ 6,450.00	\$ 6,450.00
DIVISION 12 CITY CONDUIT NETWORK SYSTEM															
N/A															
TOTAL ITEMS (Items 1-15)				\$645,174.00		\$426,329.00		\$443,430.96		\$457,214.00		\$484,245.00		\$568,140.00	

I hereby certify that this is a true tabulation of bids received on July 26, 2023 by the City of West Des Moines, Iowa



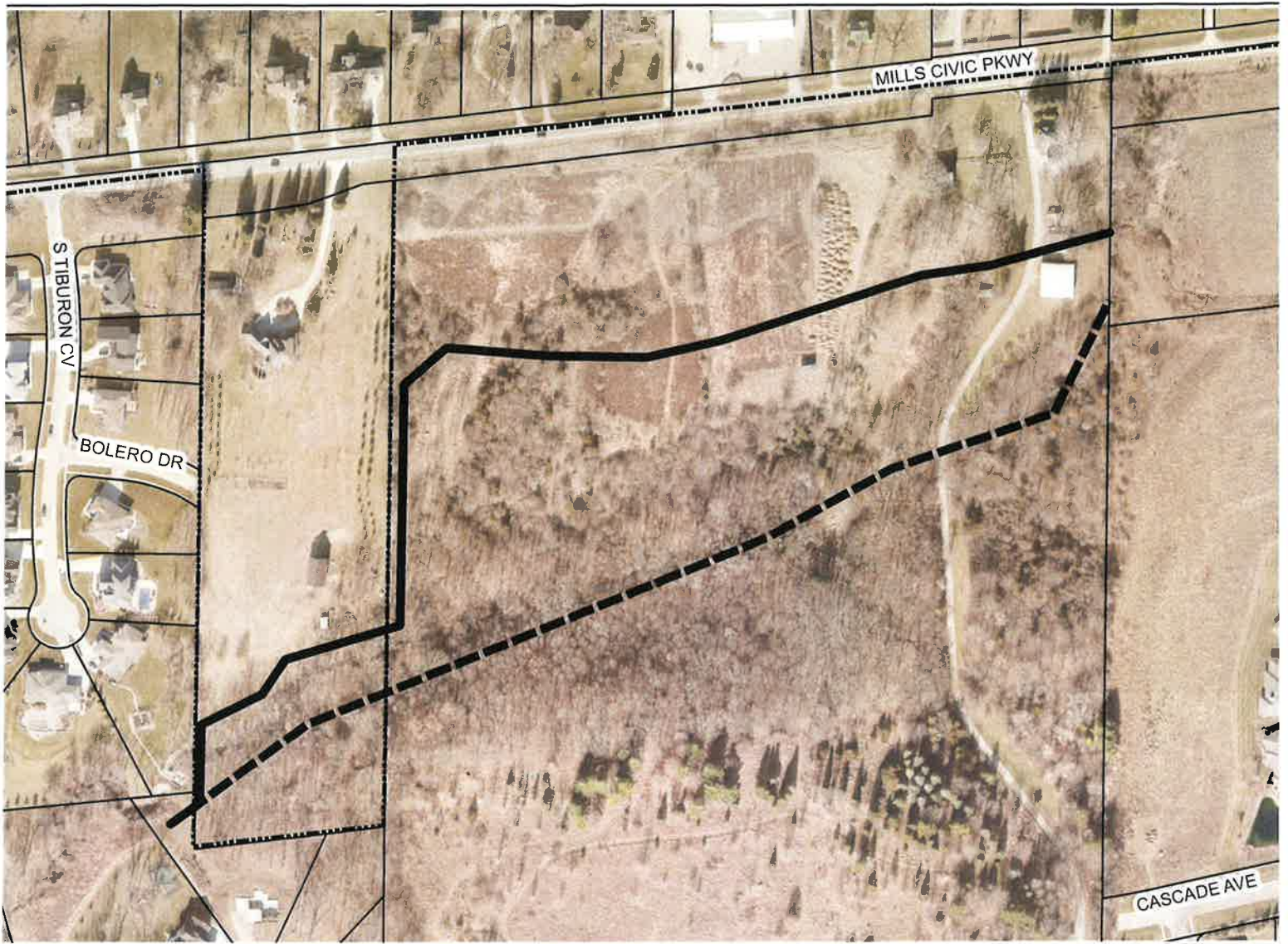
H. Robert Veenstra Jr., P.E.
Iowa License No. 9037

My license renewal date is December 31, 2024

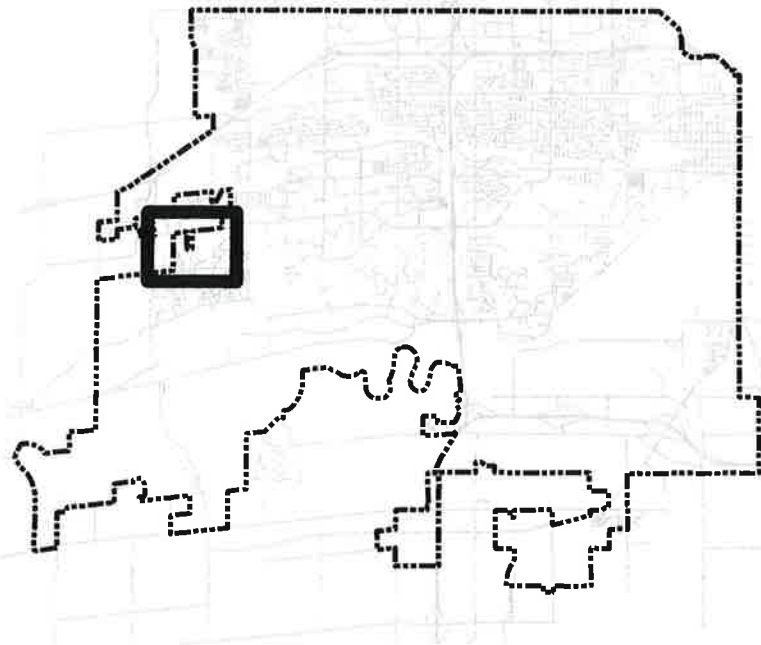


1. Construct the Grand Avenue West Segment 508 Sewer Extension Project No. 0510-013-2022 for the following Unit and Lump Sum Prices:				J&K Contracting, LLC 10703 Justin Drive Urbandale, IA 50322		S. M. Hentges & Sons, Inc. 650 Quaker Avenue Jordan, MN 55352		Vanderpool Construction, Inc. 1100 N 14th Street Indianola, IA 50125		Correll Contractor Inc 1300 Lincoln Street West Des Moines, IA 50265	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
DIVISION 2 EARTHWORK											
1	Clearing and Grubbing	LS	1	\$ 13,498.00	\$ 13,498.00	\$ 12,300.00	\$ 12,300.00	\$ 43,350.00	\$ 43,350.00	\$ 29,730.00	\$ 29,730.00
DIVISION 3 TRENCH EXCAVATION AND BACKFILL											
N/A											
DIVISION 4 SEWERS AND DRAINS											
2	Sanitary Sewer in Place - 12"	LF	2,408	\$ 121.00	\$ 291,368.00	\$ 95.60	\$ 230,204.80	\$ 110.00	\$ 264,880.00	\$ 127.00	\$ 305,816.00
3	Connection to Existing Manhole	EA	1	\$ 70,000.00	\$ 70,000.00	\$ 72,250.00	\$ 72,250.00	\$ 7,600.00	\$ 7,600.00	\$ 8,400.00	\$ 8,400.00
4	Video Inspection of Sewer	LF	2,408	\$ 7.00	\$ 4,816.00	\$ 3.50	\$ 8,428.00	\$ 2.50	\$ 6,020.00	\$ 4.85	\$ 11,678.80
5	Sewer Service Stubs	EA	21	\$ 1,350.00	\$ 28,350.00	\$ 1,269.00	\$ 26,649.00	\$ 1,850.00	\$ 38,850.00	\$ 1,900.00	\$ 39,900.00
6	Field Tile - 8" and Smaller	LF	20	\$ 42.00	\$ 840.00	\$ 35.00	\$ 700.00	\$ 50.00	\$ 1,000.00	\$ 34.00	\$ 680.00
DIVISION 5 WATER MAINS AND APPURTENANCES											
N/A											
DIVISION 6 STRUCTURES FOR SANITARY AND STORM SEWERS											
7	Manhole - Type SW 301 - 48"	EA	14	\$ 7,600.00	\$ 106,400.00	\$ 7,700.00	\$ 107,800.00	\$ 6,900.00	\$ 96,600.00	\$ 7,800.00	\$ 109,200.00
DIVISION 7 STREETS AND RELATED WORK											
N/A											
DIVISION 8 TRAFFIC CONTROL											
8	Traffic Control	LS	1	\$ 5,200.00	\$ 5,200.00	\$ 7,700.00	\$ 7,700.00	\$ 4,800.00	\$ 4,800.00	\$ 5,000.00	\$ 5,000.00
DIVISION 9 SITE WORK AND LANDSCAPING											
9	Soil Erosion	LF	3,800	\$ 2.00	\$ 7,600.00	\$ 3.50	\$ 13,300.00	\$ 7.00	\$ 7,600.00	\$ 2.15	\$ 8,170.00
10	Erosion Control	LS	1	\$ 16,500.00	\$ 16,500.00	\$ 17,000.00	\$ 17,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,780.00	\$ 10,780.00
11	Fence Removal and Replacement	LF	290	\$ 25.00	\$ 7,250.00	\$ 50.00	\$ 14,500.00	\$ 50.00	\$ 14,500.00	\$ 35.00	\$ 10,150.00
12	Rip-Rap	TON	500	\$ 80.00	\$ 40,000.00	\$ 82.00	\$ 41,000.00	\$ 100.00	\$ 50,000.00	\$ 73.00	\$ 36,500.00
13	Seeding - SUDAS Type 2	ACRE	5.5	\$ 2,750.00	\$ 15,125.00	\$ 2,500.00	\$ 13,750.00	\$ 1,800.00	\$ 9,900.00	\$ 1,980.00	\$ 10,890.00
14	Seeding - Wetlands	ACRE	0.5	\$ 4,250.00	\$ 2,125.00	\$ 4,000.00	\$ 2,000.00	\$ 5,700.00	\$ 2,850.00	\$ 6,050.00	\$ 3,025.00
DIVISION 10 DEMOLITION											
N/A											
DIVISION 11 MISCELLANEOUS											
15	Construction Staking	LS	1	\$ 13,500.00	\$ 13,500.00	\$ 5,300.00	\$ 5,300.00	\$ 5,800.00	\$ 5,800.00	\$ 6,820.00	\$ 6,820.00
DIVISION 12 CITY CONDUIT NETWORK SYSTEM											
N/A											
TOTAL ITEMS (Items 1-15)				\$572,572.00		\$572,881.80		\$573,750.00		\$596,739.80	

Construct the Grand Avenue West Segment 60th Sewer Extension Project No. 0510-013-2022 for the following Unit and Lump Sum Prices:				Elder Corporation 5088 E. University Ave. Des Moines, IA 50327		Mainline Construction Inc, 902 Second St, NE Bondurant, IA 50035		Let Drain Services LLC 1608 Crestwood Circle Ames, IA 50010		On Track Construction, LLC 1435 West F Ave Nevada, IA 50201	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
DIVISION 2 EARTHWORK											
1	Clearing and Grubbing	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 12,000.00	\$ 12,000.00	\$ 60,000.00	\$ 60,000.00	\$ 12,000.00	\$ 12,000.00
DIVISION 3 TRENCH EXCAVATION AND BACKFILL											
N/A											
DIVISION 4 SEWERS AND DRAINS											
2	Sanitary Sewer in Place - 12"	LF	2,408	\$ 134.00	\$ 322,672.00	\$ 160.00	\$ 385,280.00	\$ 120.00	\$ 288,960.00	\$ 157.00	\$ 378,056.00
3	Connection to Existing Manhole	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 1,600.00	\$ 1,600.00	\$ 2,500.00	\$ 2,500.00	\$ 12,000.00	\$ 12,000.00
4	Video Inspection of Sewer	LF	2,408	\$ 6.50	\$ 15,652.00	\$ 3.00	\$ 7,224.00	\$ 8.00	\$ 19,264.00	\$ 2.00	\$ 4,816.00
5	Sewer Service Stub	EA	21	\$ 1,400.00	\$ 29,400.00	\$ 1,000.00	\$ 21,000.00	\$ 750.00	\$ 15,750.00	\$ 3,500.00	\$ 73,500.00
6	Field Tie - 6" and Smaller	LF	20	\$ 100.00	\$ 2,000.00	\$ 9.50	\$ 190.00	\$ 25.00	\$ 500.00	\$ 115.00	\$ 2,300.00
DIVISION 5 WATER MAINS AND APPURTENANCES											
N/A											
DIVISION 6 STRUCTURES FOR SANITARY AND STORM SEWERS											
7	Manhole - Type SW 301 - 48"	EA	14	\$ 5,900.00	\$ 82,600.00	\$ 7,600.00	\$ 106,400.00	\$ 12,000.00	\$ 168,000.00	\$ 6,250.00	\$ 87,500.00
DIVISION 7 STREETS AND RELATED WORK											
N/A											
DIVISION 8 TRAFFIC CONTROL											
8	Traffic Control	LS	1	\$ 20,401.00	\$ 20,401.00	\$ 500.00	\$ 500.00	\$ 8,500.00	\$ 8,500.00	\$ 5,000.00	\$ 5,000.00
DIVISION 9 SITE WORK AND LANDSCAPING											
9	Silt Fence	LF	3,800	\$ 3.10	\$ 11,780.00	\$ 7.00	\$ 26,600.00	\$ 3.50	\$ 13,300.00	\$ 2.00	\$ 7,600.00
10	Erosion Control	LS	1	\$ 17,000.00	\$ 17,000.00	\$ 2,500.00	\$ 2,500.00	\$ 17,000.00	\$ 17,000.00	\$ 10,000.00	\$ 10,000.00
11	Fence Removal and Replacement	LF	290	\$ 30.50	\$ 8,845.00	\$ 8.00	\$ 2,320.00	\$ 5.00	\$ 1,450.00	\$ 38.00	\$ 11,020.00
12	Rio-Rap	TON	500	\$ 82.00	\$ 41,000.00	\$ 70.00	\$ 35,000.00	\$ 32.76	\$ 16,380.00	\$ 85.00	\$ 42,500.00
13	Seeding - SUDAS Type 2	ACRE	5.5	\$ 2,600.00	\$ 14,300.00	\$ 4,000.00	\$ 22,000.00	\$ 2,940.00	\$ 16,170.00	\$ 1,800.00	\$ 9,900.00
14	Seeding - Wetlands	ACRE	0.5	\$ 4,100.00	\$ 2,050.00	\$ 7,500.00	\$ 3,750.00	\$ 4,560.00	\$ 2,280.00	\$ 5,550.00	\$ 2,775.00
DIVISION 10 DEMOLITION											
N/A											
DIVISION 11 MISCELLANEOUS											
15	Construction Staking	LS	1	\$ 6,300.00	\$ 6,300.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,500.00	\$ 5,500.00
DIVISION 12 CITY CONDUIT NETWORK SYSTEM											
N/A											
TOTAL ITEMS (Items 1-15)				\$599,000.00		\$612,364.00		\$628,554.00		\$664,467.00	



VICINITY MAP



LEGEND

PROJECT LOCATION



ORIGINAL ALIGNMENT



CURRENT ALIGNMENT



PROJECT:

Grand Avenue West Segment 6DB Sewer Extension

LOCATION:

Exhibit 'A'

DRAWN BY: JPM

DATE: 6/27/2023

PROJECT NUMBER/NAME: 0510-013-2022

SHT. 1 of 1

**CITY OF WEST DES MOINES
STAFF REPORT COMMUNICATION**

Meeting Date: August 7, 2023

ITEM: Plat of Survey Parcel 2023-106 and 2023-107, Property located north of SE Maffitt Lake Road and south of IA-5, east of 2065 SE Maffitt Lake Road – Approve Plat of Survey to create a 4.09 -acre parcel to lot tie the parcel to the lot at 2065 SE Maffitt Lake Road for possible future development, Linda K. Juckette Revocable Trust – POS-006102-2023

RESOLUTION: Approval and Release of Plat-of-Survey

Background: Larry Hyler with Bishop Engineering, on behalf of the applicant and property owner, Linda K. Juckette, as Trustee of the Linda K. Juckette Revocable Trust, requests approval of a Plat of Survey for the 20.4 -acre property generally located north of SE Maffitt Lake Road and south of IA-5, east of the property at 2065 SE Maffitt Lake Road. The applicant proposes to create a 4.09-acre parcel (2023-106) from the original parcel to lot tie the new parcel to the adjacent lot at 2065 SE Maffitt Lake Road due to parcel 2023-106 being isolated from the remaining area in the original parcel by a ravine and drainage area. This allows better development potential for the property at 2065 SE Maffitt Lake Road.

Staff Review & Comment:

- Financial Impact: Undetermined. There is no City involvement in the intended development at this time.
- 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.
- Lot Tie Agreement: An executed lot tie agreement is requested with this request to lot tie the parcel 2023-106 to the property at 2065 SE Maffitt Lake Road in anticipation of future development.
- Plat of Survey Approval: This Plat of Survey is for a boundary line adjustment only. No improvements shall be made on the property until such time that the property is replatted through the City's Subdivision process. 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 and subdivision 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 the boundary line adjustment only and that the current or future property owner(s) remains responsible for any public improvements required of the property.
2. The applicant and property owner acknowledging and agreeing that no improvements shall be made to the property until such time that the property subject of the Plat of Survey is replatted through the City's Subdivision process. The applicant and property owner further acknowledging and agreeing that in the event subdivision of the property does not occur, no building permits for any structures shall be issued for the property until such time that public improvements necessary to serve the property are constructed and approved by the City or surety provided, all other financial obligations including Sanitary, Water, and Storm Water Connection Fee District fees, as applicable are fulfilled and all necessary legal documents are executed and provided to the City.

Lead Staff Member: Karen Marren

Approval Meeting Dates:

Planning and Zoning Commission	n/a
City Council	August 7, 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>AA</i>

Publications (if applicable)

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

Council Subcommittee Review (if applicable)

Subcommittee	Development & Planning
Date Reviewed	8/7/23 – Upcoming Project
Recommendation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

Location Map



Prepared by: Karen Marren, City of West Des Moines Development Services Dept., PO Box 65320,
West Des Moines, Iowa 50265-0320 515-222-3620

When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

RESOLUTION #

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING AND RELEASING PLAT-OF-SURVEY CREATING PARCEL(S) 2023-106 AND 2023-107 FOR THE PURPOSE OF A BOUNDARY LINE ADJUSTMENT

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, Linda K. Juckette, Trustee of the Linda K. Juckette Revocable Trust, request approval of a Plat of Survey for the 20.4-acre property generally located north of SE Maffitt Lake Road south of IA-5 and east of the property at 2065 SE Maffitt Lake Road and legally described in attached Exhibit "B". The applicant proposes to create a 4.09-acre parcel for a lot tie and boundary line adjustment in anticipation of development of the property at 2065 SE Maffitt Lake Road; 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, 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, property subject of this action is zoned Professional Commerce Park (PCP) and meets all requirements of the City's Zoning Code.

NOW, THEREFORE, the City Council does approve the Plat of Survey creating Parcel(s) 2023-106 and 2023-107 (Polk County) (POS-006102-2023), 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

recording. The City Council of West Des Moines, Iowa directs the City Clerk to release said document for recording.

PASSED AND ADOPTED on August 7, 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 8/7/2023, 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 the boundary line adjustment only and that the current or future property owner(s) remains responsible for any public improvements required of the property.
2. The applicant and property owner acknowledging and agreeing that no improvements shall be made to the property until such time that the property subject of the Plat of Survey is replatted through the City's Subdivision process. The applicant and property owner further acknowledging and agreeing that in the event subdivision of the property does not occur, no building permits for any structures shall be issued for the property until such time that public improvements necessary to serve the property are constructed and approved by the City or surety provided, all other financial obligations, including Sanitary, Water and Storm Water Connection Fee District fees, as applicable are fulfilled and all necessary legal documents are executed and provided to the City.

Exhibit B: Legal Description

Original Parcel:

THE WEST ONE-HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4.) OF SECTION THIRTY-FOUR (34) IN TOWNSHIP SEVENTY-EIGHT (78) NORTH, RANGE TWENTY-FIVE (25) WEST OF THE 5TH P.M. SUBJECT TO ANY EASEMENTS OF RECORD. AND EXCEPT

BEGINNING AT THE NW COMER OF THE SW1/4'. OF THE NW1/4. OF SAID SECTION 34; HENCE S00°09'1/2"E, 565.1 FEET ON THE WEST LINE OF SAID SW1/2 OF THE NW1/4; THENCE S87°45'E, 480.2 FEET; THENCE S74°49'1/2"E, 872.4 FEET TO A POINT ON THE EAST LINE OF SAID SW1/4 OF THE NW1/4; THENCE N00°08'W, 625.9 FEET ALONG SAID EAST LINE; THENCE N78°42'1/2"W, 926.5 FEET; THENCE N89°18'1/2"W, 413.4 FEET TO THE POINT OF BEGINNING; CONTAINING 17.80 ACRES.

Plat of Survey Parcels Created:

PARCEL 2023-106

AN IRREGULAR SHAPED PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M., WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 34; THENCE N00°08'41"W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 760.43 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF IOWA HIGHWAY NUMBER 5 AS IT IS PRESENTLY ESTABLISHED; THENCE S42°18'03"E, A DISTANCE OF 122.11 FEET; THENCE S32°29'57"E, A DISTANCE OF 250.06 FEET; THENCE S23°06'53"E, A DISTANCE OF 423.89 FEET; THENCE S00°08'47"W, A DISTANCE OF 70.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE N89°54'10"W ALONG SAID SOUTH LINE, A DISTANCE OF 380.85 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

SAID TRACT CONTAINS 4.09 ACRES WHICH INCLUDES 0.61 ACRES OF ROAD EASEMENT.

PARCEL 2023-107

AN IRREGULAR SHAPED PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M., WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 34; THENCE S89°54'10"E ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 380.85 FEET TO THE POINT OF BEGINNING; THENCE N00°08'47"E, A DISTANCE OF 70.00 FEET; THENCE N23°06'53"W, A DISTANCE OF 423.89 FEET; THENCE N32°29'57"W, A DISTANCE OF 250.06 FEET; THENCE N42°18'03"W, A DISTANCE OF 122.11 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF IOWA HIGHWAY NUMBER 5 AS IT IS PRESENTLY ESTABLISHED; THENCE S87°43'32"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 480.08 FEET ; THENCE S74°43'29"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 872.80 FEET; THENCE S00°07'56"E, A DISTANCE OF 513.67 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE N89°54'10"W ALONG SAID SOUTH LINE, A DISTANCE OF 940.09 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

SAID TRACT CONTAINS 16.31 ACRES WHICH INCLUDES 1.51 ACRES OF ROAD EASEMENT.

INDEX LEGEND

Location: SW1/4 -NW1/4 Section 34-T78N-R22W
Requestor: Linda Juckette
Owner : Linda K. Juckette Revocable Trust
Return to Surveyor: Larry D Hyler, PLS
Company: Bishop Engineering, 3501 104th St.
Urbandale, IA 50322 (Ph) 515-276-0467

JUCKETTE PROPERTY

PLAT OF SURVEY



VICINITY MAP
SCALE: 1"=2000'

PROPERTY DESCRIPTION:

PARCEL 2023-106

AN IRREGULAR SHAPED PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M., WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 34; THENCE N00°08'41"W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 760.43 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF IOWA HIGHWAY NUMBER 5 AS IT IS PRESENTLY ESTABLISHED; THENCE S42°18'03"E, A DISTANCE OF 122.11 FEET; THENCE S32°29'57"E, A DISTANCE OF 250.06 FEET; THENCE S23°06'53"E, A DISTANCE OF 423.89 FEET; THENCE S00°08'47"W, A DISTANCE OF 70.00 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE N89°54'10"W ALONG SAID SOUTH LINE, A DISTANCE OF 380.85 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID TRACT CONTAINS 4.09 ACRES WHICH INCLUDES 0.61 ACRES OF ROAD EASEMENT.

PROPERTY DESCRIPTION:

PARCEL 2023-107

AN IRREGULAR SHAPED PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M., WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 34; THENCE S89°54'10"E ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 380.85 FEET TO THE POINT OF BEGINNING; THENCE N00°08'47"E, A DISTANCE OF 70.00 FEET; THENCE N23°06'53"W, A DISTANCE OF 423.89 FEET; THENCE N32°29'57"W, A DISTANCE OF 250.06 FEET; THENCE N42°18'03"W, A DISTANCE OF 122.11 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF IOWA HIGHWAY NUMBER 5 AS IT IS PRESENTLY ESTABLISHED; THENCE S87°43'32"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 480.08 FEET ; THENCE S74°43'29"E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 872.80 FEET; THENCE S00°07'56"E, A DISTANCE OF 513.67 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE N89°54'10"W ALONG SAID SOUTH LINE, A DISTANCE OF 940.09 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID TRACT CONTAINS 16.31 ACRES WHICH INCLUDES 1.51 ACRES OF ROAD EASEMENT.

PLANS INCLUDED ARE FOR ILLUSTRATIVE PURPOSES ONLY – APPROVED PLANS ON FILE WITH THE CITY

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. THIS SURVEY COMPLIES WITH THE MAXIMUM UNADJUSTED ACCEPTABLE ERROR OF CLOSURE FOR ALL SUBDIVISION BOUNDARIES. (1:5,000)
4. PARCEL 2023-106 IS TO BE TIED TO THE ADJOINING PROPERTY TO THE WEST.

FIELD WORK COMPLETED ON: 5-31-2023



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* DATE: 8-1-2023
LARRY D. HYLER, P.L.S. 14775
LICENSE RENEWAL DATE: DEC. 31, 2024 PAGES 1 AND 2
PAGES OR SHEETS COVERED BY THIS SEAL:

REFERENCE NUMBER:
210345

DRAWN BY:
LDH

PROJECT NUMBER:
230231

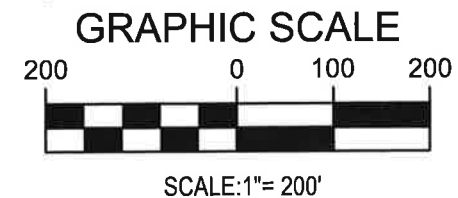
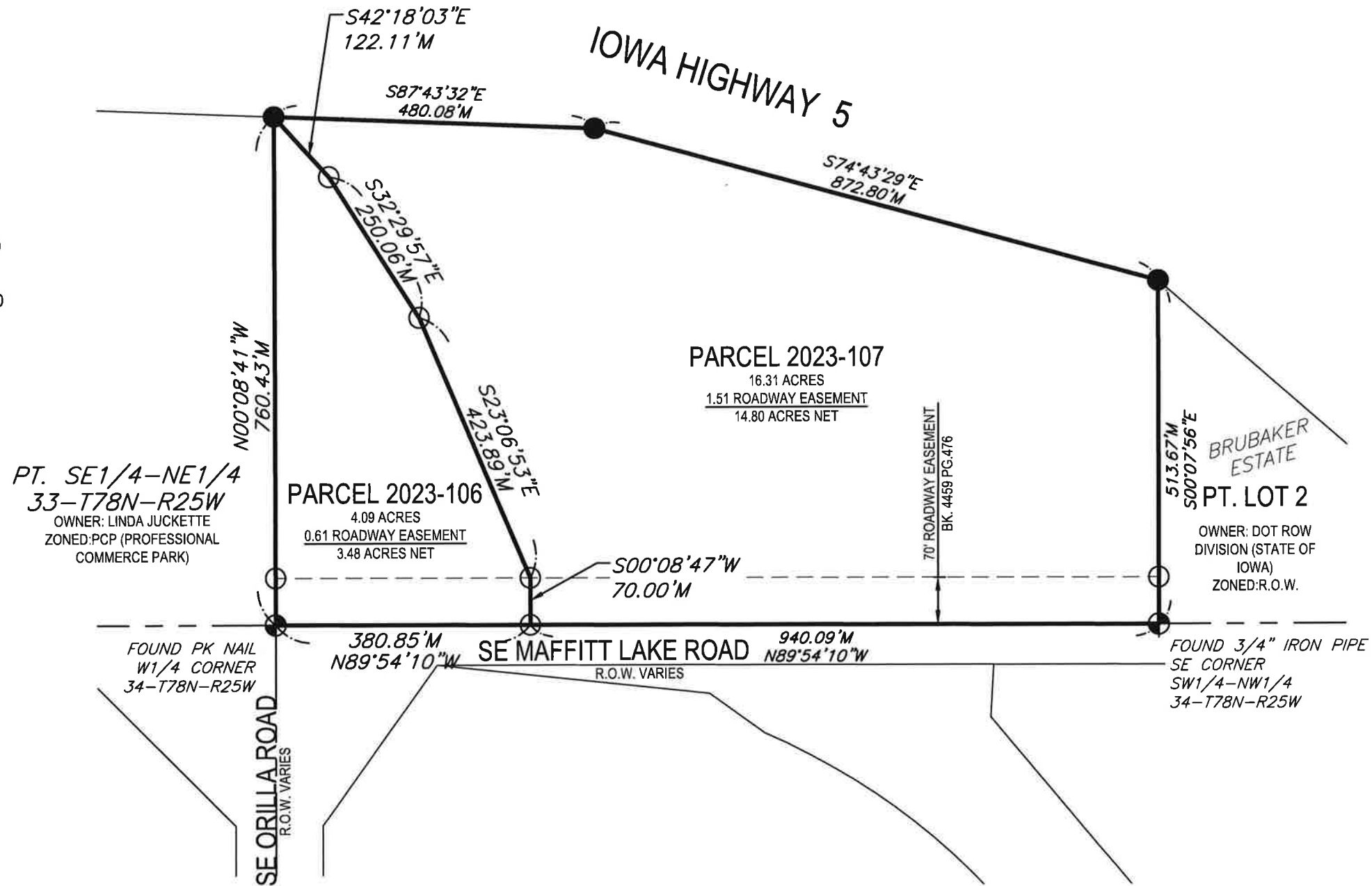
SHEET NUMBER:
1 OF 2

2065 SE MAFFITT LAKE ROAD
WEST DES MOINES, IOWA
PLAT OF SURVEY

Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

LEGEND:

- PROPERTY CORNER - FOUND 5/8" IRON ROD WITH ALUMINUM CAP OR AS NOTED
- PROPERTY CORNER- PLACED 5/8" IRON ROD WITH YPC ID # 14775 OR AS NOTED
- ⊕ SECTION CORNER - FOUND AS NOTED
- M MEASURED DISTANCE
- () PREVIOUSLY RECORDED
- ROW RIGHT OF WAY
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- YPC YELLOW PLASTIC CAP



Bishop Engineering
 "Planning Your Successful Development"

3501 104th Street
 Des Moines, Iowa 50322-3825
 Phone: (515)276-0467 Fax: (515)276-0217
 Civil Engineering & Land Surveying
 Established 1959

**2065 SE MAFFITT LAKE ROAD
 WEST DES MOINES, IOWA**

PLAT OF SURVEY

REFERENCE NUMBER:
 210345

DRAWN BY:
 LDH

PROJECT NUMBER:
 230231

SHEET NUMBER:
 2 OF 2

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

ITEM: Denial of Liquor License – 50th Street Sports, LLC
d/b/a Grumpy Goat Tavern

DATE: August 7, 2023

FINANCIAL IMPACT: None

BACKGROUND:

Steven McFadden has submitted a renewal application of the liquor license (LC0041134) for 50th Street Sports, LLC d/b/a Grumpy Goat Tavern located at 1300 50th Street. At the July 5, 2023 City Council meeting, Mr. McFadden was denied the renewal application for a liquor license (LC0037670) Grumpy Goat Tavern located at 6420 Mills Civic Pkwy as he was determined to not be “a person of good moral character” as defined by state law. There have been no changes to indicate Mr. McFadden now meets the definition of a person of good moral character.

In determining whether a person is of good moral character, the state law enumerates certain criteria to be considered. The following criteria were considered in making the recommendation for denial: whether the licensee has good financial standing and good reputation indicating such person will comply with applicable laws, ordinances, and regulations. In evaluating Mr. McFadden’s reputation, city staff considered his criminal arrests, charges, and convictions and the recency of those charges, arrests, or convictions.

Mr. McFadden has the following criminal history:

- January 2023 –
 - Charged with one (1) count of Stalking, six (6) counts of Unauthorized Use of GPS, and one (1) count of Harassment – 3rd Degree.
 - Pursuant to a plea agreement, Mr. McFadden pled guilty to one (1) count of Unauthorized Use of GPS and Harassment – 3rd Degree. Mr. McFadden admitted to placing a GPS device on an individual’s vehicle without her permission.
 - Per the Polk County Attorney, the plea agreements were entered into to provide protection for the victim.
 - Of note is that Mr. McFadden conspired with another Des Moines bar owner to assist with the tracking of the victim’s whereabouts who also entered into a plea agreement for charges of a similar nature.
- June 2022 – charged with Disorderly Conduct in Pinellas County, Florida. The charges were later dropped.
- July 2021 – charged with Willful Assault Causing Serious Injury. Entered an Alford Plea (admits there is enough evidence to find him guilty but does not plead guilty) to Assault Causing Bodily Injury (serious misdemeanor). Received a deferred judgment and the conviction was removed from his record after completion of probation.
- October 2015 – charged with Harassment – 1st Degree. Pursuant to a plea agreement, Mr. McFadden plead guilty to the lesser offense of Harassment – 3rd Degree.
- November 2012 – convicted of Public Intoxication.

Mr. McFadden also fails to meet the criterion regarding his financial standing as he has multiple federal tax liens and one state tax lien totaling over \$500,000. This lack of good financial standing indicates Mr. McFadden does not meet the definition of a person of good moral character.

City staff believes that his pattern of behavior shows a lack of good reputation and combined with Mr. McFadden's lack of good financial standing disqualifies him from holding a liquor license as he does not meet the definition of a person of good moral character and indicates he is unable to abide by the provisions detailed in Iowa Code Chapter 123 and city code that govern alcoholic beverage control. Therefore, city staff recommends the denial of the liquor license renewal application.

Copies of the license application/documentation are available, for review, in the Office of the City Clerk.

(LC0041134) 50th Street Sports, LLC d/b/a Grumpy Goat Tavern, 1300 50th Street, Suite 206 - Class C Retail Alcohol License with Outdoor Service – Renewal

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approve a Motion to deny the renewal application for a Class LC Liquor License for 50th Street Sports, LLC d/b/a Grumpy Goat Tavern.

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

STAFF REVIEWS

Department Director	
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