

# CITY OF WEST DES MOINES

## COUNCIL AGENDA

**date:** June 3, 2024

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

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

CITY MANAGER.....TOM HADDEN  
CITY ATTORNEY.....GRETA TRUMAN  
CITY CLERK.....RYAN JACOBSON  
DEPUTY CITY CLERK...JULIUS ARRINGTON

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

*Members of the public wishing to participate telephonically, may do so by calling:  
515-207-8241, Enter Conference ID: 806 781 024#*

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 May 20, 2024 Meeting
  - b. Motion - Approval of Bill Lists
  - c. Motion - Approval of Liquor Licenses:
    1. Master of None, LLC d/b/a Barn Town Brewing, 9500 University Avenue, Suite 1110 - Special Class C Retail Alcohol License Extension of Outdoor Service - June 15, 2024
    2. The Cheesecake Factory Restaurants, Inc., d/b/a The Cheesecake Factory, 101 Jordan Creek Parkway #12550 - Class C Retail Alcohol License with Outdoor Service - Renewal
    3. Dave & Buster's of Iowa, Inc. d/b/a Dave & Busters, 190 South Jordan Creek Parkway - Class C Retail Alcohol License with Outdoor Service - Renewal
    4. Wesley Retirement Services, Inc. d/b/a Edgewater, A Wesley Active Life Community, 9225 Cascade Avenue - Class C Retail Alcohol License with Living Quarters, Outdoor Service, and Catering Privileges - Renewal
    5. LVP FFI Des Moines Holding Corp. d/b/a Fairfield Inn West Des Moines, 7225 Vista Drive - Class B Retail Alcohol License - Renewal

6. CTCC Rentals, LLC d/b/a Grand Junction Bar & Grill, 1970 Grand Avenue, #29 - Class C Retail Alcohol License with Outdoor Service - Renewal
  7. Kum & Go, LC d/b/a Kum & Go #8, 1293 8<sup>th</sup> Street - Class E Retail Alcohol License - Renewal
  8. Kum & Go, LC d/b/a Kum & Go #50, 745 South 51<sup>st</sup> Street - Class E Retail Alcohol License - Renewal
  9. Kum & Go, LC d/b/a Kum & Go #2091, 5969 Ashworth Road - Class E Retail Alcohol License - Renewal
  10. JC Groceries, LLC d/b/a Mini Tapatia, 4800 Mills Civic Parkway, Suite 104 - Class B Retail Alcohol License - New
  11. OTB Acquisition, LLC d/b/a On The Border, 140 South Jordan Creek Parkway - Class C Retail Alcohol License with Outdoor Service - Renewal
  12. P. F. Chang's China Bistro, Inc., d/b/a P. F. Chang's China Bistro, 110 South Jordan Creek Parkway - Class C Retail Alcohol License with Outdoor Service - Renewal
  13. 6920 EP True, LLC d/b/a Putts & Pins, 6920 EP True Parkway, Suite 105 - Addition of Outdoor Service Privilege to Existing Class C Retail Alcohol License - New
  14. Shishir Khadka d/b/a Shishir Khadka, 1701 25<sup>th</sup> Street (Events Center West) - Five-Day Class C Retail Alcohol License for a Private Event on June 14, 2024
  15. Target Corporation d/b/a Target Store T-1901, 5405 Mills Civic Parkway - Class E Retail Alcohol License - Renewal
  16. Top It Off, LLC d/b/a Top It Off Liquid Catering, 101 Jordan Creek Parkway - Five-Day Special Class C Retail Alcohol Licenses with Outdoor Service for Summer Concert Series on June 30, 2024, July 14, 2024, July 21, 2024, July 28, 2024, and August 4, 2024
  17. Top It Off, LLC d/b/a Top It Off Liquid Catering, 1701 25<sup>th</sup> Street (Events Center West) - Five-Day Class C Retail Alcohol License for a Private Event on August 3, 2024
  18. Walgreen Co. d/b/a Walgreens #6623, 1660 22nd Street - Class E Retail Alcohol License - Renewal
  19. Walgreen Co. d/b/a Walgreens #6677, 4900 Mills Civic Parkway - Class E Retail Alcohol License - Renewal
  20. Walgreen Co. d/b/a Walgreens #6678, 1999 Grand Avenue - Class E Retail Alcohol License - Renewal
  21. Wal-Mart Stores, Inc. d/b/a Wal-Mart Supercenter #3762, 6365 Stagecoach Drive - Class E Retail Alcohol License - Renewal
  22. West Des Moines Hotel Associates, LLC d/b/a West Des Moines Marriott, 1250 Jordan Creek Parkway - Class C Retail Alcohol License with Outdoor Service and Catering Privileges - Renewal
- d. Motion - Approval of Tobacco Permits
  - e. Motion - Approval of Contract - Custodial Services
  - f. Motion - Approval of Memorandum of Agreement - 2025 Special Census
  - g. Motion - Approval of Police Department Purchases:
    1. Body Worn Camera and In-Car Camera Systems
    2. Motorola In-Car Radios

- 3. Training Scenario Based Simulator
- h. Motion - Approval of Purchase of Stream Credits (McCorkle Stream Mitigation Bank) - EP True Parkway, Wendover Lane to South Grand Prairie Parkway
- i. Resolution - Approval of Interfund Transfers
- j. Resolution - Acceptance of Public Improvements - Woodland Estates Plat 2
- k. Resolution - Approval of Second Amended and Restated Development Agreement - JGC Holdings, LLC and Series 8 of JGC Holdings, LLC
- l. Resolution - Approval and Acceptance of Property Interests - Johnson Creek Conveyance Improvements, Phase 1 (Ginger West)
- m. Proclamation - Pride Month, June 2024

**5. Old Business**

- a. The Lancaster, northwest of the intersection of South 85<sup>th</sup> Street and Cascade Avenue - Amend the Zoning Map to Establish Zoning Appropriate for High Density Residential Development - Bryan Properties, LLC
  - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. Village on Jordan Creek, southwest corner of Jordan Creek Parkway and Ashworth Road - Amend Parcel A within the Village on Jordan Creek Planned Unit Development (PUD) to Modify Square Footage Allowances for Restaurants and Commercial Uses and Associated Parking Requirements - CRG Residential
  - 1. Ordinance - Approval of Second Reading
- c. Amendment to City Code - Title 9 (Zoning), Chapter 16 (Temporary Use Permits) - Modify Regulations Pertaining to the Application Requirements for Temporary Garden Center Permits - City Initiated
  - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- d. Amendment to City Code - Title 7 (Public Ways and Property), Chapter 1 (Streets, Sidewalks, and Alleys), Section 5 (Removal of Snow and/or Ice Accumulations) - Update the Ordinance to Identify the Correct Department Responsible for Enforcement and Make the Notification Process Consistent with Other Nuisance Violations - City Initiated
  - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

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

- a. Valley West Mall, 1551 Valley West Drive - Amend Comprehensive Plan Land Use Map to Designate Multi-Use High Land Use and Establish the Valley West Mall Planned Unit Development (PUD) Ordinance to Provide for the Redevelopment of the Property - Valley West Mall, LLC (Continued from May 20, 2024)
  - 1. Resolution - Approval of Comprehensive Plan Amendment
  - 2. Ordinance - Approval of First Reading

- b. Conveyance of Property to Benjamin L. Lounsbury and Andrew J. Lounsbury - Portion of Parcel F, Acquisition Plat Grand Avenue Right of Way - City Initiated (Continued from May 20, 2024)
  - 1. Motion - Continue Public Hearing to June 17, 2024
- c. Conveyance of Property to Hurd Land Company, LLC - 2.82 acres generally located near SE 11<sup>th</sup> Street and Veterans Parkway - City Initiated
  - 1. Resolution - Approval of Conveyance of Property
- d. Conveyance of Property to Hurd Real Estate Services, Inc.- 0.54 acres generally located near SE 11<sup>th</sup> Street and Veterans Parkway - City Initiated
  - 1. Resolution - Approval of Conveyance of Property
- e. Southeast Fire Training Facility, 1998 SE Maffitt Lake Road - Conveyance of Electric Easement to MidAmerican Energy Company - City Initiated
  - 1. Resolution - Approval of Conveyance of Property Interest
- f. Mills Civic Parkway, Sugar Creek and Fox Creek Crossings - 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. Della Vita Plat 6, EP True Parkway and Venice Avenue - Replat of Della Vita Plat 5 to Modify Lot Lines to Accommodate a Revised Four-Plex Building Footprint - Della Vita, LLC
  - 1. Resolution - Approval and Release of Final Plat
- b. Settlement Agreement between the City of West Des Moines and Multiple Entities Owned by Richard Hurd - City Initiated
  - 1. Resolution - Approval of Agreement

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

- a. West Des Moines Water Works Audit - 2023

**9. Other Matters**

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



May 20, 2024

West Des Moines City Council Proceedings  
Monday, May 20, 2024

Mayor Russ Trimble opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Monday, May 20, 2024 at 5:30 PM. Council members present were: R. Hardman, G. Hudson, D. Loots, M. McKinney, and K. Trevillyan.

City Clerk Ryan Jacobson stated staff is recommending the agenda be amended to remove Item 4(m) Second Amended and Restated Development Agreement - JGC Holdings, LLC and Series 8 of JGC Holdings, LLC, which staff anticipates will be brought back for consideration at the next Council meeting on June 3rd. He also noted there have been minor corrections made to the Resolutions for Item 6(k) Conveyance of Property to Hurd Black, LLC - 1.44 acres located adjacent to Mills Civic Parkway and Item 6(l) Conveyance of Property to Hurd West Glen, LLC - 0.31 acres located adjacent to Mills Civic Parkway.

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

Vote 24-177: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

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

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

City Manager Tom Hadden reported the City's emergency operations center is now located at the West Public Services Facility, and it has been utilized during the recent severe weather events. He introduced Traci Glass, who was recently hired as the new Library Director.

Council member Hudson reported the National Speech and Debate Tournament will be coming to the Des Moines metro in June and is expected to fill every hotel room throughout the entire metro area.

Council member Hardman reported the Human Rights Commission recently held a retreat to discuss their mission and what they want to accomplish. She reported she attended the 100<sup>th</sup> anniversary celebration for the West Des Moines Chamber of Commerce. She also reported she attended the West Des Moines Community School District's panel discussion regarding the 1961 freedom riders.

Council member Loots noted the issuance of approximately \$22 million in bonds will be considered on tonight's agenda, and the interest rates for those bond issuances are just over three percent. He commended the Mayor, Council and staff for their leadership and fiscal

responsibility, which have helped the City retain its AAA bond rating that allows the City to borrow money at such low interest rates.

Mayor Trimble congratulated the West Des Moines Chamber of Commerce for celebrating its 100<sup>th</sup> anniversary and putting on a great event.

On Item 4. Consent Agenda.

It was moved by Trevillyan, second by McKinney to approve the consent agenda as presented.

- a. Approval of Minutes of May 6, 2024 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
  1. Aramark Services, Inc. d/b/a Aramark, 8025 Grand Avenue (Des Moines University) - Class C Retail Alcohol License with Catering Privileges - Renewal
  2. Biaggi's Ristorante Italiano, LLC d/b/a Biaggi's Ristorante Italiano, 5990 University Avenue - Class C Retail Alcohol License with Outdoor Service and Catering Privileges - Renewal
  3. Orilla Chicken Company, Inc. d/b/a The Chicken, 4221 SE Orilla Road - Class C Retail Alcohol License with Outdoor Service - Renewal
  4. Drury Development Corporation d/b/a Drury Inn & Suites, 5505 Mills Civic Parkway - Class C Retail Alcohol License - Renewal
  5. Migliero Real Estate d/b/a G. Mig's 5th Street Pub, 128 5th Street - Class C Retail Alcohol License with Outdoor Service - Renewal
  6. WDM Pizza, LLC d/b/a Grimaldi's Pizzeria, 5485 Mills Civic Parkway - Class C Retail Alcohol License with Outdoor Service - New
  7. Sodexo Management, Inc. d/b/a Iowa Farm Bureau, 5400 University Avenue - Special Class C Retail Alcohol License with Outdoor Service - Renewal
  8. MM, LLC d/b/a Ladder #13, 1316 Grand Avenue - Class C Retail Alcohol License with Outdoor Service - Renewal
  9. The Operating Room, LLC d/b/a The Operating Room, 5515 Mills Civic Parkway, Suites 130 and 135 - Class C Retail Alcohol License - Renewal
  10. The Regal Beagle, Inc. d/b/a Regal Beagle, Inc., 9500 University Avenue, Suite 1101 - Class C Retail Alcohol License - New
  11. University Sports, LLC d/b/a Shirley's, 9250 University Avenue, Suite 117 - Class C Retail Alcohol License with Outdoor Service - New
  12. Mega St. Kilda, LLC d/b/a St. Kilda Collective, 333 5<sup>th</sup> Street - Class C Retail Alcohol License with Catering Privileges - Renewal
  13. Texas Roadhouse Holdings, LLC d/b/a Texas Roadhouse, 6378 Mills Civic Parkway - Class C Retail Alcohol License with Catering Privileges - Renewal
  14. Thirsty Pigs, LLC d/b/a Thirsty Pigs, 2500 Grand Avenue (Raccoon River Park) - Five-Day Special Class C Retail Alcohol License with Outdoor Service for the Raccoon River Palooza on June 8, 2024

- 15. TOPGOLF USA DM, LLC d/b/a Topgolf, 7655 Mills Civic Parkway - Class C Retail Alcohol License with Outdoor Service - New
- d. Approval of Order for Violation of Alcohol Laws and Approval of Suspension of Alcohol License
- e. Approval of Special Event Lane Closures:
  - 1. 58<sup>th</sup> Street Block Party, June 8, 2024
  - 2. Ironman Triathlon, June 9, 2024
- f. Approval of Reappointments - Library Board of Trustees
- g. Approval of Contract Agreement - Granular Deicer Product
- h. Approval of Amendment No. 5 to Professional Services Agreement - Raccoon River Greenway, Parking Lot and River Access at 1<sup>st</sup> Street
- i. Approval of 2024-25 FY Non-Union Pay Plan
- j. Establish Public Hearings - Revenue Purpose Statements Regarding Use of Revenues Derived from Proposed Electric and Natural Gas Franchise Fees
- k. Accept Work:
  - 1. 76<sup>th</sup> Street, Ashworth Road to Aspen Drive
  - 2. Valley Junction Business District Pavers and Sidewalk, Phase 3
- l. Approval of Professional Services Agreement - Construction Testing Services
- m. Removed
- n. Proclamation - Emergency Medical Services Week, May 19-25, 2024

Vote 24-178: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

On Item 5(a) Amendment to City Code - Title 3 (Business and Licensing), Chapter 14 (Sale of Fireworks) - Modify Regulations Pertaining to the Sales and Storage of Fireworks, initiated by the City of West Des Moines

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

Vote 24-179: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-180: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

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

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Vote 24-181: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

On Item 5(b) Amendment #1 to the Ponderosa Urban Renewal Area, initiated by the City of West Des Moines

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

Vote 24-182: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-183: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

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

Vote 24-184: Hardman, Hudson, Loots, McKinney, Trevillyan...5 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 Hardman, second by McKinney to consider the second reading of the ordinance.

Vote 24-185: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-186: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

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

Vote 24-187: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

On Item 5(d) Issuance of \$15,945,000 General Obligation Bonds, Series 2024A, initiated by the City of West Des Moines

It was moved by Hudson, second by Hardman to adopt Resolution - Approval of Paying Agent, Bond Registrar, and Transfer Agent Agreement, and Resolution - Authorizing the Issuance of Bonds and Amending the Levy of Taxes to Pay Said Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

Vote 24-188: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

On Item 5(e) Issuance of \$5,980,000 General Obligation Urban Renewal Bonds, Series 2024B, initiated by the City of West Des Moines

It was moved by Hudson, second by Trevillyan to adopt Resolution - Approval of Paying Agent, Bond Registrar, and Transfer Agent Agreement, and Resolution - Authorizing the Issuance of Bonds and Amending the Levy of Taxes to Pay Said Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

Vote 24-189: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

On Item 6(a) Mayor Trimble indicated this was the time and place for a public hearing to consider The Lancaster, northwest of the intersection of South 85th Street and Cascade Avenue - Amend Comprehensive Plan Land Use Map and Amend the Zoning Map to Establish Land Use and Zoning Appropriate for High Density Residential Development, initiated by Bryan Properties, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on May 1, 2024 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the comprehensive plan amendment and rezoning request.

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

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

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Vote 24-190: Hardman, Loots, McKinney, Trevillyan...4 yes  
Hudson ... 1 abstain  
(Per Rule 38 of the City Council Procedural Rules, any abstention not declared a conflict of interest shall have that vote registered as a no vote)

Motion carried.

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

Vote 24-191: Hardman, Loots, McKinney, Trevillyan...4 yes  
Hudson ... 1 abstain  
(Per Rule 38 of the City Council Procedural Rules, any abstention not declared a conflict of interest shall have that vote registered as a no vote)

Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-192: Hardman, Loots, McKinney, Trevillyan...4 yes  
Hudson ... 1 abstain  
(Per Rule 38 of the City Council Procedural Rules, any abstention not declared a conflict of interest shall have that vote registered as a no vote)

Motion carried.

On Item 6(b) Valley West Mall, 1551 Valley West Drive - Amend Comprehensive Plan Land Use Map to Designate Multi-Use High Land Use and Establish the Valley West Mall Planned Unit Development (PUD) Ordinance to Provide for the Redevelopment of the Property, initiated by Valley West Mall, LLC

It was moved by Trevillyan, second by Hudson to adopt Motion - Continue Public Hearing to June 3, 2024.

Vote 24-193: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

On Item 6(c) Mayor Trimble indicated this was the time and place for a public hearing to consider Village on Jordan Creek, southwest corner of Jordan Creek Parkway and Ashworth Road - Amend Parcel A within the Village on Jordan Creek Planned Unit Development (PUD) to Modify Square Footage Allowances for Restaurants and Commercial Uses and Associated Parking Requirements, initiated by CRG Residential. He asked for the date the notice was published and the City Clerk indicated the notice was published on May 6, 2024 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City

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Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the PUD amendment.

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

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

Council member Hudson requested clarification on the alternative parking arrangement referenced in the PUD amendment.

Lynne Twedt, Development Services Director, responded the developer intends to sign an agreement with the property owner of one of the office parcels on the north side of Ashworth to allow some of the office parcel's parking to be used by the employees of the restaurants in the Village on Jordan Creek development.

Council member Trevillyan expressed concerns about the alternative parking arrangement, as he believes the City should not deviate from the parking requirements established in City Code. He also expressed concerns that some restaurant employees might not use the crosswalk when walking back and forth across Ashworth Road, which could create a public safety issue.

Council member McKinney explained this project was discussed at length with the Development and Planning Subcommittee, and he noted the developer has sought to optimize the parking situation by strategically selecting three restaurants that would each have a different busiest mealtime from the other two. Therefore, the subcommittee felt the parking plan would fit the need without requiring more parking than necessary.

Ms. Twedt stated the language in the proposed PUD amendment would require a new parking study be conducted whenever any of the tenants change. She also noted the development would have the option of constructing an additional level on the parking ramp if it is determined that additional parking is needed on the site.

Mayor Trimble, Council member Hardman, and Council member McKinney expressed support for the proposed PUD amendment, as they believe the proposed parking arrangement is reasonable and there are protections within the PUD language that would address any change in use that could impact the parking needs within the development.

Vote 24-194: Hardman, Loots, McKinney...3 yes  
Trevillyan ... 1 no  
Hudson ... 1 abstain  
(Per Rule 38 of the City Council Procedural Rules, any abstention not declared a conflict of interest shall have that vote registered as a no vote)

Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-195: Hardman, Loots, McKinney...3 yes  
Trevillyan ... 1 no  
Hudson ... 1 abstain  
(Per Rule 38 of the City Council Procedural Rules, any abstention not declared a conflict of interest shall have that vote registered as a no vote)

Motion carried.

On Item 6(d) Mayor Trimble indicated this was the time and place for a public hearing to consider Amendment to City Code - Title 9 (Zoning), Chapter 16 (Temporary Use Permits) - Modify Regulations Pertaining to the Application Requirements for Temporary Garden Center Permits, 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 May 2, 2024 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the ordinance amendment.

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

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

Vote 24-196: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-197: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.



May 20, 2024

On Item 6(e) Mayor Trimble indicated this was the time and place for a public hearing to consider Agreement for Private Development - Project Ruthenium, initiated by Microsoft Corporation. He asked for the date the notice was published and the City Clerk indicated the notice was published on May 16, 2024 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated none had been received.

Mayor Trimble asked if there were any public comments.

Jackie Nickolaus, Land Development Manager with Microsoft Corporation, stated she is available to answer any questions.

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

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

The Mayor and Council expressed support for this data center project, and they expressed appreciation to Microsoft Corporation for their investments in the West Des Moines community.

Vote 24-198: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

On Item 6(f) Electric Energy - Amendment to Franchise Agreement Expiring June 30, 2038, initiated by MidAmerican Energy Company and Item 6(g) Natural Gas - Amendment to Franchise Agreement Expiring June 30, 2038, initiated by MidAmerican Energy Company

It was moved by Hudson, second by Trevillyan to adopt Motion - Continue Public Hearing Item 6(f) and Public Hearing Item 6(g) to June 17, 2024.

Vote 24-199: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

On Item 6(h) Conveyance of Property to Benjamin L. Lounsbury and Andrew J. Lounsbury - Portion of Parcel F, Acquisition Plat Grand Avenue Right of Way, initiated by City of West Des Moines

It was moved by Hudson, second by Trevillyan to adopt Motion - Continue Public Hearing to June 3, 2024.

Vote 24-200: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

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On Item 6(i) Conveyance of Property to Hurd Real Estate Services, Inc. - 2.82 acres generally located near SE 11th Street and Veterans Parkway, initiated by City of West Des Moines and Item 6(j) Conveyance of Property to Hurd Land Company, LLC - 0.54 acres generally located near SE 11th Street and Veterans Parkway, initiated by City of West Des Moines

It was moved by Trevillyan, second by Hudson to adopt Motion - Acceptance of Withdrawal of Public Hearing Item 6(i) and Public Hearing Item 6(j).

Vote 24-201: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

On Item 6(k) Mayor Trimble indicated this was the time and place for a public hearing to consider Conveyance of Property to Hurd Black, LLC - 1.44 acres located adjacent to Mills Civic Parkway, 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 May 12, 2024 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 24-202: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

On Item 6(l) Mayor Trimble indicated this was the time and place for a public hearing to consider Conveyance of Property to Hurd West Glen, LLC - 0.31 acres located adjacent to Mills Civic Parkway, 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 May 12, 2024 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 24-203: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

May 20, 2024

On Item 6(m) Mayor Trimble indicated this was the time and place for a public hearing to consider Brookview Elementary School, 8000 EP True Parkway - Conveyance of Property Interests to Waukee Community School District, 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 May 14, 2024 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Hardman, second by Hudson to adopt Resolution - Approval of Conveyance of Property Interests.

Vote 24-204: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

On Item 6(n) Mayor Trimble indicated this was the time and place for a public hearing to consider Raccoon River Greenway Boat Access, 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 May 3, 2024 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated none had been received.

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

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

Vote 24-205: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

On Item 7(a) Porsche Des Moines, 7220 Lake Drive - Approval of Full Site Plan to Allow Construction of an Auto Dealership Building and Associated Site Improvements, initiated by LBP Des Moines, LLC

It was moved by Trevillyan, second by Hudson 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 24-206: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

May 20, 2024

On Item 7(b) Plat of Survey Parcel 24-34, southeast corner of EP True Parkway and Wendover Lane - Approval of Plat of Survey to Create a 23.85-acre Parcel for Transfer of Ownership, initiated by Pavilion Park, LC

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

Vote 24-207: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

On Item 7(c) Amendment to City Code - Title 7 (Public Ways and Property), Chapter 1 (Streets, Sidewalks, and Alleys), Section 5 (Removal of Snow and/or Ice Accumulations) - Update the Ordinance to Identify the Correct Department Responsible for Enforcement and Make the Notification Process Consistent with Other Nuisance Violations, initiated by the City of West Des Moines

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

Vote 24-208: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-209: Hardman, Hudson, Loots, McKinney, Trevillyan...5 yes  
Motion carried.

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

On Item 9 - Other Matters

Mayor Trimble congratulated Citizen of the Year Al Womble and Emerging Citizen of the Year Caitlin Clark, who were both honored during the West Des Moines Chamber of Commerce annual dinner.

The meeting was adjourned at 6:18 p.m.

May 20, 2024

Respectfully submitted,

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Ryan T. Jacobson, CMC  
City Clerk

ATTEST:

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Russ Trimble, Mayor

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

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

**DATE:** June 3, 2024

**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	06/03/2024	\$ 833,796.62
EFT Claims	06/03/2024	\$ 584,041.18
End of Month & Off-Cycle	04/16/2024 to 06/02/2024	\$ 188,761.33

**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: 06/03/2024

Type	Date	Number Source	Payee Name	Transaction Amount
<b>Bank Account: WB VENDOR DISB - WB Vendor Disbursement</b>				
Check	06/03/2024	333338 Accounts Payable	237 COLLECTIVE LLC- PAXTON WILLIAMS	2,500.00
Check	06/03/2024	333339 Accounts Payable	A CUT ABOVE LAWNCARE AND LANDSCAPING	876.00
Check	06/03/2024	333340 Accounts Payable	ACCO UNLIMITED CORP	1,494.10
Check	06/03/2024	333341 Accounts Payable	AHS RESCUE & ARIZONA HIKING SHACK	186.15
Check	06/03/2024	333342 Accounts Payable	ALL CITY MANAGEMENT SERVICES INC	8,056.72
Check	06/03/2024	333343 Accounts Payable	AMERICAN FENCE	112.50
Check	06/03/2024	333344 Accounts Payable	ASCENDANCE TRUCK MIDWEST	2,413.85
Check	06/03/2024	333345 Accounts Payable	ASSOCIATED MATERIAL HANDLING INDUSTRIES INC	83.00
Check	06/03/2024	333346 Accounts Payable	BENTLEY RIDGE TREE FARM LLC	840.00
Check	06/03/2024	333347 Accounts Payable	BIKE WORLD	280.72
Check	06/03/2024	333348 Accounts Payable	BOMGAARS SUPPLY INC	445.01
Check	06/03/2024	333349 Accounts Payable	BOUND TREE MEDICAL LLC	1,738.88
Check	06/03/2024	333350 Accounts Payable	CANON FINANCIAL SERVICES INC	3,719.55
Check	06/03/2024	333351 Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	4,258.38
Check	06/03/2024	333352 Accounts Payable	CAPITOL CITY CONSTRUCTION CO	7,440.00
Check	06/03/2024	333353 Accounts Payable	CAPPEL'S ACE HARDWARE	30.35
Check	06/03/2024	333354 Accounts Payable	CENTRAL IOWA FLORAL INC	1,108.75
Check	06/03/2024	333355 Accounts Payable	CGM LLC	5,000.00
Check	06/03/2024	333356 Accounts Payable	CHAD HITSMAN- EDGETECH SHARPENING	65.00
Check	06/03/2024	333357 Accounts Payable	CLARKE MOSQUITO CONTROL	2,430.00
Check	06/03/2024	333358 Accounts Payable	CLASSIC BOOKS INC	190.00
Check	06/03/2024	333359 Accounts Payable	CLIVE POWER EQUIPMENT	131.23
Check	06/03/2024	333360 Accounts Payable	COMPETITIVE EDGE	6,816.00
Check	06/03/2024	333361 Accounts Payable	CRAIG MILLER STUDIO LLC	2,500.00
Check	06/03/2024	333362 Accounts Payable	CROWN TROPHY OF GRIMES	635.60
Check	06/03/2024	333363 Accounts Payable	CTI READY MIX LLC	3,655.56
Check	06/03/2024	333364 Accounts Payable	CUMMINS SALES AND SERVICE	176.49
Check	06/03/2024	333365 Accounts Payable	D&K PRODUCTS	1,290.06
Check	06/03/2024	333366 Accounts Payable	DES MOINES BREAKERZ LLC	1,092.00
Check	06/03/2024	333367 Accounts Payable	DES MOINES IRON CO	64.74

**City of West Des Moines, IA**  
**City Council Report**  
**Bank Account: WB VENDOR DISB - WB Vendor Disbursement**  
**Batch Date: 06/03/2024**

Type	Date	Number Source	Payee Name	Transaction Amount
Check	06/03/2024	333368 Accounts Payable	DEYARMAN FORD INDIANOLA	195.31
Check	06/03/2024	333369 Accounts Payable	DICK BUSS & ASSOCIATES LLC	3,000.00
Check	06/03/2024	333370 Accounts Payable	ELDER TECHNOLOGY GROUP INC	61,775.79
Check	06/03/2024	333371 Accounts Payable	EMPLOYEE & FAMILY RESOURCES	15,666.00
Check	06/03/2024	333372 Accounts Payable	ESQUIRE DEPOSITION SOLUTIONS LLC	1,606.80
Check	06/03/2024	333373 Accounts Payable	FASTENAL COMPANY	42.68
Check	06/03/2024	333374 Accounts Payable	GALLS LLC	4,838.90
Check	06/03/2024	333375 Accounts Payable	GANNETTE IOWA - LOCAL IQ	2,396.21
Check	06/03/2024	333376 Accounts Payable	GILGE , DANNY	120.00
Check	06/03/2024	333377 Accounts Payable	GOODE GREENHOUSES INC	2,486.44
Check	06/03/2024	333378 Accounts Payable	GREAT PLAINS NURSERY	2,710.75
Check	06/03/2024	333379 Accounts Payable	GRIMES ASPHALT & PAVING	411.58
Check	06/03/2024	333380 Accounts Payable	HAWKEYE TRUCK EQUIPMENT	47.00
Check	06/03/2024	333381 Accounts Payable	HY VEE INC	139.88
Check	06/03/2024	333382 Accounts Payable	INGERSOLL RAND INC	4,925.71
Check	06/03/2024	333383 Accounts Payable	IOWA CTS CLEANERS LLC	75.00
Check	06/03/2024	333384 Accounts Payable	IOWA DEPARTMENT OF TRANSPORTATION	4,846.60
Check	06/03/2024	333385 Accounts Payable	IOWA POND GUY LLC	536.47
Check	06/03/2024	333386 Accounts Payable	ISLE OF GREEN	2,067.94
Check	06/03/2024	333387 Accounts Payable	J PETTIECORD INC	1,520.00
Check	06/03/2024	333388 Accounts Payable	JENSEN BUILDERS	165,747.69
Check	06/03/2024	333389 Accounts Payable	JOHNSON CONTROLS FIRE PROTECTION LP- IL	483.15
Check	06/03/2024	333390 Accounts Payable	K&M SERVICES - MICHAEL MARRONE	3,250.00
Check	06/03/2024	333391 Accounts Payable	KALDENBERG'S PBS LANDSCAPING	3,072.30
Check	06/03/2024	333392 Accounts Payable	LINDE GAS & EQUIPMENT INC	3,395.09
Check	06/03/2024	333393 Accounts Payable	LINK ASSOCIATES	1,360.00
Check	06/03/2024	333394 Accounts Payable	LOFFREDO FRESH PRODUCE CO INC	168.03
Check	06/03/2024	333395 Accounts Payable	LOGOED APPAREL & PROMOTIONS	2,515.57
Check	06/03/2024	333396 Accounts Payable	LOWE'S HOME CENTER INC	760.85
Check	06/03/2024	333397 Accounts Payable	LUKAS LAFURIA LANTOR & SACHS LLP	143.75
Check	06/03/2024	333398 Accounts Payable	MARTIN MARIETTA MATERIALS INC	531.63
Check	06/03/2024	333399 Accounts Payable	MASON , ADAM	739.26
Check	06/03/2024	333400 Accounts Payable	MENARDS- CLIVE	308.51
Check	06/03/2024	333401 Accounts Payable	MERCYONE CLIVE PHARMACY	662.24



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Type	Date	Number Source	Payee Name	Transaction Amount
Check	06/03/2024	333402 Accounts Payable	MERRITT COMPANY INC	3,165.00
Check	06/03/2024	333403 Accounts Payable	MIDWEST AUTOMATIC FIRE SPRINKLER	676.55
Check	06/03/2024	333404 Accounts Payable	MIDWEST VETERINARY SUPPLY	82.22
Check	06/03/2024	333405 Accounts Payable	MIDWEST WHEEL	133.41
Check	06/03/2024	333406 Accounts Payable	MOLLER , COURTNEY	2,500.00
Check	06/03/2024	333407 Accounts Payable	MOTOROLA	412.32
Check	06/03/2024	333408 Accounts Payable	MTI DISTRIBUTING INC	1,841.26
Check	06/03/2024	333409 Accounts Payable	MUNICIPAL SUPPLY INC	15.55
Check	06/03/2024	333410 Accounts Payable	MUNRO CONSTRUCTION CO	18,728.05
Check	06/03/2024	333411 Accounts Payable	NATIONWIDE OFFICE CLEANERS LLC	3,654.64
Check	06/03/2024	333412 Accounts Payable	O'REILLY AUTOMOTIVE INC	24.07
Check	06/03/2024	333413 Accounts Payable	PEPSI BEVERAGES COMPANY	436.28
Check	06/03/2024	333414 Accounts Payable	POSSIBILITY PLACE NURSERY	35,630.00
Check	06/03/2024	333415 Accounts Payable	POWERPLAN- MURPHY TRACTOR & EQUIPMENT CO INC	121.21
Check	06/03/2024	333416 Accounts Payable	PRIORITY DISPATCH	947.00
Check	06/03/2024	333417 Accounts Payable	PSHRA - INTERNATIONAL PUBLIC MGMT ASSOC FOR HR	126.00
Check	06/03/2024	333418 Accounts Payable	RDG PLANNING & DESIGN	8,885.45
Check	06/03/2024	333419 Accounts Payable	REITER , BAILEE	300.00
Check	06/03/2024	333420 Accounts Payable	ROBERT HALF TECHNOLOGY	1,562.50
Check	06/03/2024	333421 Accounts Payable	ROOK ROOM	184.00
Check	06/03/2024	333422 Accounts Payable	SCHEELS ALL SPORTS INC	731.82
Check	06/03/2024	333423 Accounts Payable	SCHILDBERG CONSTRUCTION CO	1,669.64
Check	06/03/2024	333424 Accounts Payable	SECURITY EQUIPMENT CORP	515.00
Check	06/03/2024	333425 Accounts Payable	SIMMONS PERRINE MOYER BERGMAN PLC	105,786.89
Check	06/03/2024	333426 Accounts Payable	SIoux SALES COMPANY	1,689.80
Check	06/03/2024	333427 Accounts Payable	SMITH'S SEWER SERVICE INC	820.00
Check	06/03/2024	333428 Accounts Payable	SOUTHWEST POLK WATER SERVICE INC	20.00
Check	06/03/2024	333429 Accounts Payable	STEINBERGER , JAMES	300.00
Check	06/03/2024	333430 Accounts Payable	STRAUSS SECURITY SOLUTIONS- SEI	837.02
Check	06/03/2024	333431 Accounts Payable	STRYKER SALES CORPORATION	721.50
Check	06/03/2024	333432 Accounts Payable	TEKSYSTEMS INC	10,374.38
Check	06/03/2024	333433 Accounts Payable	THE GRAVEDIGGER LLC	1,100.00

**City of West Des Moines, IA**  
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Type	Date	Number Source	Payee Name	Transaction Amount
Check	06/03/2024	333434 Accounts Payable	TRIMARK HOCKENBERGS EQUIPMENT & SUPPLY CO INC	11,987.00
Check	06/03/2024	333435 Accounts Payable	TRUE VALUE & V&S VARIETY STORE	12.74
Check	06/03/2024	333436 Accounts Payable	VERIZON WIRELESS	4,680.65
Check	06/03/2024	333437 Accounts Payable	WAHLTEK - NORTHLAND BUSINESS SYSTEMS	3,854.87
Check	06/03/2024	333438 Accounts Payable	WASTE MANAGEMENT OF IOWA	160.88
Check	06/03/2024	333439 Accounts Payable	BOWEN , GARY	16,975.00
Check	06/03/2024	333440 Accounts Payable	ERC FAMILY PARTNERSHIP LTD	206,875.00
Check	06/03/2024	333441 Accounts Payable	WDM GROUND LLC	6,670.00
Check	06/03/2024	333442 Accounts Payable	BRANDT , DIANE	280.00
Check	06/03/2024	333443 Accounts Payable	HILL , PHYLLIS	439.74
Check	06/03/2024	333444 Accounts Payable	MAIN , CINDY	50.00
Check	06/03/2024	333445 Accounts Payable	RISELEY DUCHIN , PAULA	128.25
Check	06/03/2024	333446 Accounts Payable	YOUNG , TONY	622.00
Check	06/03/2024	333447 Accounts Payable	AMERICAN RADIATOR- HOLM'S RADIATOR COMPANY	872.50
Check	06/03/2024	333448 Accounts Payable	CENTURYLINK	460.70
Check	06/03/2024	333449 Accounts Payable	CENTURYLINK	2,714.28
Check	06/03/2024	333450 Accounts Payable	CENTURYLINK	177.98
Check	06/03/2024	333451 Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	314.52
Check	06/03/2024	333452 Accounts Payable	MIDAMERICAN ENERGY	427.48
Check	06/03/2024	333453 Accounts Payable	MIDAMERICAN ENERGY	49.70
Check	06/03/2024	333454 Accounts Payable	MIDAMERICAN- DM-WDM TL	45.00
Check	06/03/2024	333455 Accounts Payable	MIDAMERICAN- DM-WDM TL	43.00
Check	06/03/2024	333456 Accounts Payable	WHITEY EXTERIORS LLC	19,786.00
EFT	06/03/2024	13652 Accounts Payable	A TECH INC	294.00
EFT	06/03/2024	13653 Accounts Payable	ABC ELECTRICAL- BAKER GROUP	15,568.03
EFT	06/03/2024	13654 Accounts Payable	ADVANTAGE ASSET TRACKING CORPORATION	25,748.42
EFT	06/03/2024	13655 Accounts Payable	ALIYEVA , SADAGAT	2,500.00
EFT	06/03/2024	13656 Accounts Payable	ARNOLD MOTOR SUPPLY LLP 39711	823.58
EFT	06/03/2024	13657 Accounts Payable	ASKCODY INC	6,732.00
EFT	06/03/2024	13658 Accounts Payable	BAUER BUILT	128.00
EFT	06/03/2024	13659 Accounts Payable	BEST PORTABLE TOILETS	3,443.34
EFT	06/03/2024	13660 Accounts Payable	CENTRAL IOWA TOWING- ROY'S	300.00

**City of West Des Moines, IA**  
**City Council Report**  
**Bank Account: WB VENDOR DISB - WB Vendor Disbursement**  
**Batch Date: 06/03/2024**

Type	Date	Number Source	Payee Name	Transaction Amount
			TOWING	
EFT	06/03/2024	13661 Accounts Payable	CHRISTIAN EDWARDS PRINT & GRAPHICS	168.00
EFT	06/03/2024	13662 Accounts Payable	CINTAS CORP	632.74
EFT	06/03/2024	13663 Accounts Payable	CIVIL DESIGN ADVANTAGE LLC	526.50
EFT	06/03/2024	13664 Accounts Payable	CLINE , WENDY	368.00
EFT	06/03/2024	13665 Accounts Payable	CONN , KEVIN	59.59
EFT	06/03/2024	13666 Accounts Payable	CORN STATES METAL FABRICATORS INC	210.00
EFT	06/03/2024	13667 Accounts Payable	DES MOINES ASPHALT & PAVING	155.04
EFT	06/03/2024	13668 Accounts Payable	DOLL DISTRIBUTING LLC	1,127.17
EFT	06/03/2024	13669 Accounts Payable	ELSTON , DEBORAH	310.50
EFT	06/03/2024	13670 Accounts Payable	ENTENMANN ROVIN CO	150.25
EFT	06/03/2024	13671 Accounts Payable	EXCEL MECHANICAL INC	14,721.89
EFT	06/03/2024	13672 Accounts Payable	FELD FIRE	48.90
EFT	06/03/2024	13673 Accounts Payable	FRIES , ZACH	138.25
EFT	06/03/2024	13674 Accounts Payable	GARCIA , ROBERT	324.50
EFT	06/03/2024	13675 Accounts Payable	GENERAL TRAFFIC CONTROLS - AK BROWN ENT LLC	4,890.00
EFT	06/03/2024	13676 Accounts Payable	HAHN , JENNIFER	7,261.00
EFT	06/03/2024	13677 Accounts Payable	HOME INC	26,191.18
EFT	06/03/2024	13678 Accounts Payable	HOODZ OF CENTRAL IOWA	550.00
EFT	06/03/2024	13679 Accounts Payable	INROADS PAVING & MATERIALS	161.17
EFT	06/03/2024	13680 Accounts Payable	IOWA BEVERAGE SYSTEMS INC	781.20
EFT	06/03/2024	13681 Accounts Payable	JOHNSON , BRYCE	264.58
EFT	06/03/2024	13682 Accounts Payable	KIESLER POLICE SUPPLY INC	18,098.91
EFT	06/03/2024	13683 Accounts Payable	KIRKMAN , JAMES	288.00
EFT	06/03/2024	13684 Accounts Payable	LOGAN CONTRACTORS SUPPLY INC	934.51
EFT	06/03/2024	13685 Accounts Payable	MACQUEEN EQUIPMENT LLC	86.04
EFT	06/03/2024	13686 Accounts Payable	MAHASKA BOTTLING COMPANY	106.50
EFT	06/03/2024	13687 Accounts Payable	MARTIN BROTHERS	7,546.50
EFT	06/03/2024	13688 Accounts Payable	MCANINCH CORPORATION	223,852.94
EFT	06/03/2024	13689 Accounts Payable	MID-IOWA SOLID WASTE EQUIPMENT CO INC	875.08
EFT	06/03/2024	13690 Accounts Payable	MOATS , WILLIAM	60.00
EFT	06/03/2024	13691 Accounts Payable	MOOMEY , JILL	50.08

City of West Des Moines, IA  
**City Council Report**  
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
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Type	Date	Number Source	Payee Name	Transaction Amount
EFT	06/03/2024	13692 Accounts Payable	NESTINGEN INC	6,525.00
EFT	06/03/2024	13693 Accounts Payable	NORTHLAND PRODUCTS - NORSOLV SYSTEMS	578.15
EFT	06/03/2024	13694 Accounts Payable	ONENECK IT SOLUTIONS LLC	47,208.81
EFT	06/03/2024	13695 Accounts Payable	OUTDOOR RECREATION PRODUCTS	4,466.00
EFT	06/03/2024	13696 Accounts Payable	PER MAR SECURITY SERVICES	3,293.01
EFT	06/03/2024	13697 Accounts Payable	PIERSON WIRELESS CORPORATION	105,065.80
EFT	06/03/2024	13698 Accounts Payable	PIONEER ATHLETICS	347.75
EFT	06/03/2024	13699 Accounts Payable	R&R SPECIALTIES OF WISCONSIN INC	840.00
EFT	06/03/2024	13700 Accounts Payable	RAPIDS REPRODUCTIONS INC	259.86
EFT	06/03/2024	13701 Accounts Payable	RASMUSSEN , MATT	60.00
EFT	06/03/2024	13702 Accounts Payable	RELIABLE MAINTENANCE COMPANY	2,835.00
EFT	06/03/2024	13703 Accounts Payable	RELIANT FIRE APPARATUS INC	1,204.28
EFT	06/03/2024	13704 Accounts Payable	RENEWABLE ENERGY GROUP INC	19,061.04
EFT	06/03/2024	13705 Accounts Payable	RHYTHM ENGINEERING LLC	100.00
EFT	06/03/2024	13706 Accounts Payable	RUSSELL , CURTIS	138.25
EFT	06/03/2024	13707 Accounts Payable	SHIELDS , CHARLES	240.00
EFT	06/03/2024	13708 Accounts Payable	SKOLD DOOR & FLOOR COMPANY INC	5,914.80
EFT	06/03/2024	13709 Accounts Payable	SWINTON , ASHLEE	2,318.96
EFT	06/03/2024	13710 Accounts Payable	TEAM SERVICES	2,455.24
EFT	06/03/2024	13711 Accounts Payable	TELLO ITS LLC	2,837.25
EFT	06/03/2024	13712 Accounts Payable	TRIPLETT COMPANIES	454.73
EFT	06/03/2024	13713 Accounts Payable	TRUMAN , GRETA	884.50
EFT	06/03/2024	13714 Accounts Payable	TSCHUDIN , JODI	1,755.00
EFT	06/03/2024	13715 Accounts Payable	TYLER TECHNOLOGIES INC	925.00
EFT	06/03/2024	13716 Accounts Payable	ULINE INC	380.86
EFT	06/03/2024	13717 Accounts Payable	UNEMIN , KELVIN	54.54
EFT	06/03/2024	13718 Accounts Payable	UNIFIRST CORPORATION	778.78
EFT	06/03/2024	13719 Accounts Payable	VAISALA INC	1,000.00
EFT	06/03/2024	13720 Accounts Payable	VAN WALL EQUIPMENT	160.40
EFT	06/03/2024	13721 Accounts Payable	WAYTEK INC	481.95
EFT	06/03/2024	13722 Accounts Payable	XTREME TREE	2,373.98
EFT	06/03/2024	13723 Accounts Payable	ZIEGLER INC	2,565.85
WB VENDOR DISB WB Vendor Disbursement Totals:			Transactions: 191	\$1,417,837.80

City of West Des Moines, IA  
**City Council Report**  
Bank Account: WB VENDOR DISB - WB Vendor Disbursement  
Batch Date: 06/03/2024

Type	Date	Number Source	Payee Name	Transaction Amount
Checks:		119		\$833,796.62
EFTs:		72		\$584,041.18

City of West Des Moines

# Payment Register

From Payment Date: 05/07/2024 - To Payment Date: 06/16/2024

Number	Date	Payee Name	Transaction Amount
471	05/08/2024	VOYA BENEFITS COMPANY LLC	870.05
472	05/07/2024	VOYA BENEFITS COMPANY LLC	348.25
511	06/01/2024	IOWA FINANCE AUTHORITY	146,343.13
13650	06/01/2024	IOWA FINANCE AUTHORITY	19,510.00
13651	05/21/2024	IOWA DEPARTMENT OF REVENUE & FINANCE	21,689.90
			<hr/> 188,761.33

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

**ITEM:** Approval of Liquor Licenses

**DATE:** June 3, 2024

**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. Master of None, LLC d/b/a Barn Town Brewing, 9500 University Avenue, Suite 1110 - Special Class C Retail Alcohol License Extension of Outdoor Service - June 15, 2024
2. The Cheesecake Factory Restaurants, Inc., d/b/a The Cheesecake Factory, 101 Jordan Creek Parkway #12550 - Class C Retail Alcohol License with Outdoor Service - Renewal
3. Dave & Buster's of Iowa, Inc. d/b/a Dave & Busters, 190 South Jordan Creek Parkway - Class C Retail Alcohol License with Outdoor Service - Renewal
4. Wesley Retirement Services, Inc. d/b/a Edgewater, A Wesley Active Life Community, 9225 Cascade Avenue - Class C Retail Alcohol License with Living Quarters, Outdoor Service, and Catering Privileges - Renewal
5. LVP FFI Des Moines Holding Corp. d/b/a Fairfield Inn West Des Moines, 7225 Vista Drive - Class B Retail Alcohol License - Renewal
6. CTCC Rentals, LLC d/b/a Grand Junction Bar & Grill, 1970 Grand Avenue, #29 - Class C Retail Alcohol License with Outdoor Service - Renewal
7. Kum & Go, LC d/b/a Kum & Go #8, 1293 8th Street - Class E Retail Alcohol License - Renewal
8. Kum & Go, LC d/b/a Kum & Go #50, 745 South 51st Street - Class E Retail Alcohol License - Renewal
9. Kum & Go, LC d/b/a Kum & Go #2091, 5969 Ashworth Road - Class E Retail Alcohol License - Renewal
10. JC Groceries, LLC d/b/a Mini Tapatia, 4800 Mills Civic Parkway, Suite 104 - Class B Retail Alcohol License - New
11. OTB Acquisition, LLC d/b/a On The Border, 140 South Jordan Creek Parkway - Class C Retail Alcohol License with Outdoor Service - Renewal
12. P. F. Chang's China Bistro, Inc., d/b/a P. F. Chang's China Bistro, 110 South Jordan Creek Parkway - Class C Retail Alcohol License with Outdoor Service - Renewal
13. 6920 EP True, LLC d/b/a Putts & Pins, 6920 EP True Parkway, Suite 105 - Addition of Outdoor Service Privilege to Existing Class C Retail Alcohol License - New
14. Shishir Khadka d/b/a Shishir Khadka, 1701 25th Street (Events Center West) - Five-Day Class C Retail Alcohol License for a Private Event on June 14, 2024
15. Target Corporation d/b/a Target Store T-1901, 5405 Mills Civic Parkway - Class E Retail Alcohol License - Renewal
16. Top It Off, LLC d/b/a Top It Off Liquid Catering, 101 Jordan Creek Parkway - Five-Day Special Class C Retail Alcohol Licenses with Outdoor Service for Summer Concert Series on June 30, 2024, July 14, 2024, July 21, 2024, July 28, 2024, and August 4, 2024
17. Top It Off, LLC d/b/a Top It Off Liquid Catering, 1701 25th Street (Events Center West) - Five-Day Class C Retail Alcohol License for a Private Event on August 3, 2024

18. Walgreen Co. d/b/a Walgreens #6623, 1660 22nd Street - Class E Retail Alcohol License - Renewal
19. Walgreen Co. d/b/a Walgreens #6677, 4900 Mills Civic Parkway - Class E Retail Alcohol License - Renewal
20. Walgreen Co. d/b/a Walgreens #6678, 1999 Grand Avenue - Class E Retail Alcohol License - Renewal
21. Wal-Mart Stores, Inc. d/b/a Wal-Mart Supercenter #3762, 6365 Stagecoach Drive - Class E Retail Alcohol License - Renewal
22. West Des Moines Hotel Associates, LLC d/b/a West Des Moines Marriott, 1250 Jordan Creek Parkway - Class C Retail Alcohol License with Outdoor Service and Catering Privileges - Renewal

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

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

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

**STAFF REVIEWS**

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



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

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

**DATE:** June 3, 2024

**FINANCIAL IMPACT:** None

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

1. DB2P, LLC, d/b/a Allcool Liquors, 5904 Ashworth Road
2. AJ's Health and Wellness, LLC, d/b/a American Shaman, 800 South 50<sup>th</sup> Street, Suite 106
3. Atomic Cloud Vapor, LLC, d/b/a Atomic Cloud Vapor, 411 Railroad Place
4. J & P Parking, d/b/a Beach Girls, 6220 Raccoon River Drive
5. Brew Oil, LLC, d/b/a Brew Oil #80, 136 1st Street
6. Kranto Kolection, LLC, d/b/a Budu\Bu Smoke Shop & Art Collective, 5967 Ashworth Road
7. Casey's Marketing Co., d/b/a Casey's General Store #2150, 2125 Grand Avenue
8. Casey's Marketing Co., d/b/a Casey's General Store #2297, 108 8<sup>th</sup> Street
9. Casey's Marketing Co., d/b/a Casey's General Store #2824, 6630 Mills Civic Parkway
10. Casey's Marketing Co., d/b/a Casey's General Store #2923, 1850 22<sup>nd</sup> Street
11. Casey's Marketing Co., d/b/a Casey's General Store #3098, 105 Grand Avenue
12. Central Iowa Vapors of West Des Moines, LLC, d/b/a Central Iowa Vapors, 5942 Ashworth Road
13. Chicha West DSM, d/b/a Chicha West Des Moines, 5954 Ashworth Road
14. Evergreen Properties Investment, LLC, d/b/a Circle K Store #2654121, 3501 EP True Parkway
15. Dolgencorp, LLC, d/b/a Dollar General Store #24593, 1710 Grand Avenue
16. Pinky, Inc., d/b/a EasyGo Liquor, 900 Grand Avenue
17. Fareway Stores, Inc., d/b/a Fareway Store #153, 329 Grand Avenue
18. Fareway Stores, Inc., d/b/a Fareway Store #232, 9080 Mills Civic Parkway
19. Git-N-Go Convenience Stores, Inc., d/b/a Git-N-Go Convenience Store #4, 1325 Grand Avenue
20. Concert Glen Oaks, LLC, d/b/a Glen Oaks Country Club, 1401 Glen Oaks Drive
21. A and M Trading, d/b/a Greenleaf Tobacco, 1710 Grand Avenue
22. A and M Trading, d/b/a Greenleaf Tobacco, 1960 Grand Avenue, Suite 5
23. Hy-Vee, Inc., d/b/a Hy-Vee Food Store #1, 1700 Valley West Street
24. Hy-Vee, Inc., d/b/a Hy-Vee Food Store #2, 1990 Grand Avenue
25. Hy-Vee, Inc., d/b/a Hy-Vee Food Store #3, 1725 Jordan Creek Parkway
26. Hy-Vee, Inc., d/b/a Hy-Vee Food Store #4, 555 South 51<sup>st</sup> Street
27. Hy-Vee, Inc., d/b/a Hy-Vee Drugstore, 1010 60<sup>th</sup> Street
28. Hy-Vee, Inc., d/b/a Hy-Vee Fast & Fresh #1, 425 South Jordan Creek Parkway
29. Hy-Vee, Inc., d/b/a Hy-Vee Fast & Fresh #2, 9150 University Avenue
30. Hy-Vee, Inc., d/b/a Hy-Vee Fast & Fresh #3, 300 Grand Avenue
31. Hy-Vee, Inc., d/b/a Hy-Vee #3 Fast & Fresh, 7280 University Avenue
32. Hy-Vee, Inc., d/b/a Hy-Vee #4 Fast & Fresh, 665 South 51<sup>st</sup> Street

33. Ingersoll Liquor & Beverage Co., d/b/a Ingersoll Wine Merchants, 1300 50<sup>th</sup> Street, Suite 200
34. Iowa Cigar Company, LLC, d/b/a Iowa Cigar Company, 1401 22<sup>nd</sup> Street
35. Kum & Go, LC, d/b/a Kum & Go #8, 1293 8<sup>th</sup> Street
36. Kum & Go, LC, d/b/a Kum & Go #50, 745 South 51<sup>st</sup> Street, Suite 200
37. Kum & Go, LC, d/b/a Kum & Go #66, 5308 University Avenue
38. Kum & Go, LC, d/b/a Kum & Go #98, 5760 Raccoon River Drive
39. Kum & Go, LC, d/b/a Kum & Go #532, 5901 Mills Civic Parkway, Building 2000
40. Kum & Go, LC, d/b/a Kum & Go #1074, 330 Jordan Creek Parkway
41. Kum & Go, LC, d/b/a Kum & Go #1097, 220 50<sup>th</sup> Street
42. Kum & Go, LC, d/b/a Kum & Go #2091, 5969 Ashworth Drive
43. Kum & Go, LC, d/b/a Kum & Go #3035, 7265 Vista Drive
44. Jai Jai, LLC, d/b/a Mills Grocery & Liquor, 6630 Mills Civic Parkway, Suite 3110
45. Quik Trip Corporation, d/b/a Quik Trip #517, 1451 22<sup>nd</sup> Street
46. Shag T-Shirts & More, LLC, d/b/a Shag, 2600 University Avenue, Suite 200
47. Boggs Properties, LLC, d/b/a Sully's Irish Pub, 860 1<sup>st</sup> Street
48. Mahajan, Inc., d/b/a Super Quick Liquor, 1800 22<sup>nd</sup> Street
49. Mahajan 2, LLC, d/b/a Super Quick Liquor Vine, 2704 Vine Street
50. Kiss My Grits, LLC, d/b/a The Irish, 560 South Prairie View Drive, Suite 105
51. Kwik Trip, Inc., d/b/a Tobacco Outlet Plus #565, 1220 Grand Avenue, #101
52. Press Roll Reroll, LLC, d/b/a Tonic, 5535 Mills Civic Parkway, Suite 105
53. Sadu Bhai, LLC, d/b/a University Liquors, 9250 University Avenue, Unit 115
54. Stu's Petroleum, LLC, d/b/a Valley West Corner Store, 1400 Valley West Drive
55. Walgreen Co., d/b/a Walgreens #6623, 1660 22<sup>nd</sup> Street
56. Walgreen Co., d/b/a Walgreens #6677, 4900 Mills Civic Parkway
57. Walgreen Co., d/b/a Walgreens #6678, 1999 Grand Avenue
58. Hy-Vee, Inc., d/b/a Wall to Wall Wine & Spirits, 375 South Jordan Creek Parkway

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

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

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

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	
Date Reviewed	

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

**DATE: June 3, 2024**

**ITEM:**

Motion – Approval of Custodial Services Contract  
Reliable Maintenance Company

**FINANCIAL IMPACT:**

This is a three-year contract agreement with Reliable Maintenance Company, commencing on July 1, 2024, to provide custodial services for City facilities for the City of West Des Moines. There is an additional two-year renewal option after the original three-year term expires. The annual cost of this service for all City facilities indicated in the attached contract is \$253,200.00 (\$21,200.00 per month). Costs for this service will be split among the various City facility building maintenance accounts.

**BACKGROUND:**

The City issued a Request for Proposal (RFP) for custodial services for all of the City buildings, with the goal of having one company carry out the service as it was previously shared among different companies, with proposals submitted on March 20, 2024. There were nine (9) proposals submitted. A company was selected to provide these services following a rigorous evaluation process. The evaluation committee conducted interviews and deliberations based on the following criteria:

- Approach to the Work: This includes the task breakdown related to the scope of work described in the RFP, accounting for 35% of the total score.
- Proposer's Experience and Technical Competence: This evaluates the understanding of the project and subject matter expertise on similar projects of equal complexity, contributing 15% to the total score.
- Reference Lists and Agreement Terms: This considers the Proposer's willingness to agree to all Maintenance Services Agreement terms and the available resources to perform the requested services, making up 20% of the total score.
- Total Cost Proposal: The overall cost proposed for the project, which represents 25% of the total score.
- Local Presence: The Proposer's presence within the local area contributes 5% to the total score.

The selected company will be awarded a contract with an initial term of three years, possibly two one-year renewals. The City reserves the right to renew the contract annually under the same terms and conditions, subject to mutual written consent. Contract renewals are limited to a maximum of five years.

Reliable Maintenance Co., a local family-owned company known for its exceptional service at market-competitive rates, was picked; they currently manage the custodial service in some of our city buildings.

Begin Maintenance Services: July 1, 2024

A copy of the contract terms and specifications is attached for reference.

**OUTSTANDING ISSUES:** None

**RECOMMENDATION:**

- City Council approve the Custodial Services Contract with Reliable Maintenance Company.

**Lead Staff Member:** Chuck Thomas, Facilities Manager *CT*

**STAFF REVIEWS**

Department Director	Gary Rank, Public Services Director <i>GR</i>
Appropriations/Finance	Tim Stiles, Finance Director <i>OK for TS</i>
Legal	Greta Truman, City Attorney
Agenda Acceptance	<i>AT</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	Public Services		
Date Reviewed	May 28, 2024		
Recommendation	<b>Yes</b>	No	Split

**CUSTODIAL SERVICES CONTRACT  
CITY OF WEST DES MOINES  
DEPARTMENT OF PUBLIC SERVICES**

This Agreement is made and entered into this   1st   day of   Juy  , 2024, by and between the **City of West Des Moines**, an Iowa municipal corporation, hereinafter referred to as "City", and K&M Janitorial Services, Inc., (Fed. I.D. 42-1422784), an Iowa corporation, d/b/a Reliable Maintenance Co., party of the second part, hereinafter referred to as "Contractor" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONTRACTOR FOR CUSTODIAL SERVICES AS DESCRIBED IN THIS CONTRACT AND CONTRACTOR AGREES TO PERFORM THE SERVICES AS GENERALLY DESCRIBED IN THIS CONTRACT.

**1. COMPENSATION**

The compensation for the work to be performed shall be:

City shall provide monthly payments to Contractor of   \$21,100   and 00/100 dollars (  \$  21,100  ) for the services provided under this Contract. Contractor shall invoice the City each month and the City shall have thirty (30) days from receipt of the invoice to pay Contractor.

In consideration of the compensation paid to the Contractor, the Contractor agrees to perform all services to the satisfaction of the City. If the performance of this Contract involves the services of others or the furnishing of equipment, supplies, or materials, the Contractor agrees to pay for the same in full.

The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes. Upon request, the City can provide Contractor proof of its tax-exempt status. Contractor shall not include taxes in its invoices to the City.

**2. NOTICE**

Any notice to the parties required under this Contract 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.

**CITY OF WEST DES MOINES:**

Name: City of West Des Moines

Attn: Chuck Thomas, Facilities  
Maintenance Manager

Address: \_\_\_\_\_

City, State: West Des Moines, IA 50266

**K&M Janitorial Services, Inc., d/b/a**

**Reliable Maintenance Co.:**

Name:

General Manager

Attn:

Address:

City, State:

If the City determines that there are deficiencies in the performance of this Contract, the City will provide a written notice to the Contractor to correct the deficiencies within the specified time frames. Said specified time frames shall be reasonable, as determined by the City, in order to correct the specified deficiencies. Should the Contractor fail to correct deficiencies within the specified time frames, the City may contract the work or may perform the work utilizing City employees and/or contract labor. The City will deduct from the Contractor's monthly payment any cost that the City incurs correcting a deficiency of the Contractor. This action shall not be construed as a penalty but as an adjustment of payment to the Contractor for the purpose of recovering the costs incurred by the City due to the failure of the Contractor to comply with the provision of this Contract.

If it becomes necessary for the City to provide personnel to assist or complete a task that was not completed by the Contractor, or not completed in an acceptable manner, the Contractor will be charged the blended hourly rate as established by the City, plus the cost of materials, supplies and equipment.

In the event of a failure to correct a deficiency or for any other breach of this Contract by the Contractor, this Contract may be terminated by the City upon thirty (30) calendar days written notice delivered by registered mail to the Contractor at the address referenced on this Contract. In the event of such termination, the Contractor shall only be paid for services rendered and expenses necessarily incurred prior to the effective date of termination.

### 3. SCOPE OF WORK AND PERFORMANCE REQUIREMENTS

A. Contractor shall furnish all labor, supervision, equipment, and materials to maintain a clean, sanitary, and safe environment for the identified facilities requiring custodial services which consist mostly of general office space, including restrooms, lunchrooms, conference rooms, kitchen facilities, hallways, and community rooms. A map of the listed facilities is included in "Exhibit A (Facility Map)".

#### B. HOURS AND SCHEDULE OF JANITORIAL SERVICES

Facility	Total Square Footage (Approximate)	Cleaning Schedule Per Week	Reference Number (Exhibit A)
City Hall	22,154 (1 building) = 16,333 of carpet, 1,580 of vinyl tiles, 4,241 of terrazzo.	6 Monday - Thursday 9:15p.m. - 6:00a.m. Friday - Saturday, 5:15p.m. - 6:00a.m. 5 Day Porter Cleaning Monday - Friday 10:00a.m. - 2:00p.m.	12

**City Hall Notes: Custodial Nightly Cleaning Work Hours:**  
 Meetings may occasionally last longer than the above starting times. When this occurs, the cleaning service should wait until the meeting is over before cleaning the Council Chambers and adjacent common areas.

<b>Law Enforcement Center/Police</b>	31,000 (1 building) = 15,500 of carpet, 4,500 of ceramic tile, 100 of walk off carpet, and 800 of concrete.	5 Day Porter Cleaning Monday - Friday 8:00a.m. - 4:30p.m.	3
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**Law Enforcement Center/Police Notes:**

<b>Public Services East</b>	1,169 (1 building) = 1,169 of Ceramic tiles	1 Friday (subject to change due to future building use)	10
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**Public Services East Notes: Cleaning Restrooms & Locker rooms only. Area: 1,169 Sq. ft. Ceramic Tile floors. Facilities: 8 Toilets, 4 Urinals, 3 Shower Stalls, 8 RR Sinks. The use of this building may change in the future.**

<b>Library</b>	47,686 (1 building) = 41,738 of carpet, 1,008 of vinyl tiles, 1,394 of terrazzo, 2,434 of concrete.	7 Monday - Thursday 9:15p.m. - 6:00a.m. Friday - Sunday 6:15p.m. - 6:00a.m. 5 Day Porter Cleaning Monday - Friday 10a.m. - 6:00p.m.	11
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**Library Notes:**

<b>Public Services West</b>	16,028 (1 building) = 6,720 of carpet, 134 of Ceramic tiles, 8,173 of Concrete, 397 of rubber tiles, 604 of walk off.	7 Monday - Friday 6:15p.m. - 6:00a.m.	18
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**Public Services West Notes:**

<b>Human Services</b>	14,460 (1 building) = 7,547 of carpet, 642 of Ceramic tiles, 5,394 of Concrete, 775 of vinyl tiles, 102 of walk off.	5 Monday - Friday 6:00p.m. - 6:00 a.m.	8
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**Human Services Notes:**

<b>Valley Junction Activity Center</b>	11,145 (1 building) = 2,814 of carpet, 4,850 of Ceramic tiles, 75 of vinyl tiles, 46 of walk off, 3,360 of wood.	7 Monday - Sunday 12:00a.m. - 8:00a.m.	7
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<b>Valley Junction Activity Center Notes:</b> November through April: entryways cleaning and removal of water, snow, ice melt, and Deicing Agents as needed. Special events cleaning covered under a contract maintained by staff.			
<b>Nature Lodge</b>	5,930 (1 building) = 401 of carpet, 4,657 of Stained concrete, 703 of Concrete, 169 of resilient vinyl.	7 Monday - Sunday 1:00a.m. – 6:00a.m. (Hours subject to change due to rentals) Day porter as needed (Share with Library).	13
<b>Nature Lodge Notes:</b>			
<b>Fire Administration</b>	7,533 (1 building) 4921 of carpet, 120 of Ceramic tiles, 1,385 of colored Concrete.	1 Friday	6
<b>Fire Administration Notes:</b>			
<b>Valley Junction Foundation</b>	2,632 (1 buildings) = 102 of porcelain Tiles, 242 of Ceramic tiles, 1,002 of Concrete, 1,294 of vinyl tiles, 74 of walk off.	3 Monday, Wednesday, and Friday 12:00a.m. - 8:00a.m.	7
<b>Valley Junction Foundation Notes:</b> November through April: entryways cleaning and removal of water, snow, ice melt, and deicing. Agents on an as-needed basis.			
<b>Public Safety Westcom</b>	3,718 (1 building) = 2,213 of carpet, 120 of Ceramic tiles, 1,385 of colored Concrete.	5 Monday - Friday 8:00a.m. - 4:00p.m.	14
<b>Public Safety Westcom Notes:</b>			

For carpet cleaning needs, refer to “Exhibit B (Custodial Flooring Service Schedule Carpet Cleaning)”. Floor plans covering materials and square footage were provided during the pre-proposal conference.

The Contractor, with this, acknowledges they have visited or have seen the floor plan of all existing facilities to be maintained, verified the square footage noted for each location, and informed themselves fully as to all conditions that might affect the work specified. The Contractor shall not be relieved of liability under this Contract, nor the City be held liable for



any loss sustained by the Contractor as a result of any variance between conditions, as referred to in the Specifications, and the actual conditions revealed during the examination of the locations of the proposed work.

If the Contractor's staff feels unsafe, they shall immediately report the condition to the West Des Moines Police Department. Once the situation is mitigated, the Contractor shall complete its service. The City expects the Contractor to have internal protocols in place for servicing potential service disruptions.

### **C. SCHEDULE OF CLEANING SERVICES**

#### **i. Daily Regular Cleaning Services**

- a.** Empty and clean all trash cans and other waste receptacles, replacing liners as required. Clean the interior of trash cans that had leaking liners.
- b.** Dust mop all hard surface flooring.
- c.** Spot mop all hard surfaces with spillage or other stains.
- d.** Dust and clean all level surfaces of desks, tabletops, conference tables, countertops, chairs, file cabinets, windowsills, shelving, and other office furniture. Paperwork and personal items on desks shall not be disturbed.
- e.** Vacuum all interior carpeting and entry mats, spot cleaning as required.
- f.** Clean the interior and exterior glass to all interior and exterior doors.
- g.** Clean glass for the lobby, staircase, and any display cases.
- h.** Clean and polish sinks, drinking fountains, and countertops in all break rooms and kitchens.
- i.** Clean the exterior of all appliances and the interior of microwaves in the break rooms and kitchens.
- j.** Restock all liquid and paper products, wherever dispensers are present.
- k.** Thoroughly clean all surfaces of urinals, toilets, sinks, shower stalls, etc. clearing clogs as needed.
- l.** Spot wash all bathroom's walls, with extra focus on walls adjacent to urinals, toilets, sinks, diaper changing stations and hand dryers.
- m.** Wet mop all bathroom floors with an approved disinfectant solution.

- n. All reflective surfaces and fixtures shall be cleaned and polished with an appropriate solution to remove smudges and prevent mineral buildup.
  - o. Clean all mirrors and polish bright metals.
  - p. Sanitize, with an approved anti-bacterial solution, all gym equipment surfaces that are in body-contact with users.
  - q. Sanitize, with an approved anti-bacterial solution, all door handles and exit hardware.
  - r. Clean all stainless-steel surfaces with an appropriate cleaner.
  - s. Clean hand marks on elevator cab walls, control panels. Broom, vacuum or damp-mop the elevator cab floors. Sanitize all control buttons.
  - t. Remove all boxes and empty cleaning supplies from the respective janitorial and storage rooms.
  - u. Remove heavy/bulk trash items from the designated receptacles in work rooms.
  - v. Remove all trash from the respective facilities and deposit in designated dumpsters. Contractor shall not stage trash on carpeted areas of buildings. Please note that not all sites have trash dumpsters available and may need to be transported to sites that have them.
  - w. Turn off all lights to offices and areas with manual switches after servicing.
  - x. The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work. **If the City's Facilities Supervisor, or designee, reasonably determines that a significant aspect of a required service was not adequately performed, the Contractor will be required to return to the affected facility within one (1) hour of notification to complete the service or correct the deficiency.**
- ii. **Weekly Regular Cleaning Services**
- a. Dust all surfaces of desks, chairs, benches, filing cabinets, picture frames, clocks, and other office furniture, spot washing cloth surfaces as needed.
  - b. Dust partition ledges, window ledges, and interior mullions and moldings up to 12 feet in height from the adjacent floor surfaces. This item also applies to accessible areas behind desks and partitions.

- c. Spot wash all walls and woodwork to remove scuff marks and stains.
- d. Remove spot carpet stains with an extraction system.
- e. Remove cobwebs from all surfaces up to 12 feet in height from the adjacent floor surfaces.
- f. Wipe down electric switch plate covers.
- g. Replace urinal screens.
- h. Detail clean all millwork, audience seating, dais, countertops, workstations, and carpet in the Council Chambers (Mondays).
- i. The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work.

**iii. Monthly Regular Cleaning Services**

- a. Dust all wood panel surfaces and sides of office partitions.
- b. Remove all dust from air conditioning and ventilation registers up to 12 feet in height from the adjacent floor surface.
- c. Vacuum with a crevice tool all edges of carpeted areas and areas not normally reached with a vacuum.
- d. Vacuum all upholstered chairs.
- e. Thoroughly wash all restroom walls and partitions, with added focus to the wall/floor joints.
- f. Thoroughly wipe down all cove base and baseboards, including the removal of scuff marks.
- g. The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work.

**iv. Quarterly Regular Cleaning Services**

- a. Vacuum sides of carpet or cloth covered surfaces, including office partitions. Spot shampoo when necessary.
- b. Thoroughly clean all window blinds, including blinds to interior offices.

- c. The Contractor shall perform any task not specifically mentioned that is reasonably consistent with the purposes and intent of this Scope of Work.

**v. Floor Care**

- a. Carpets shall be thoroughly shampooed, utilizing an extraction system with approved chemicals. Some carpets shall be cleaned by spin bonnet cleaning, per industry standards. The Contractor shall shampoo carpets per the schedule provided in "Exhibit B". Scheduling of carpet cleaning shall be provided to the City in advance to verify if a scheduling conflict exists.
- b. Vinyl floors shall be scrubbed and stripped prior to applying wax, unless indicated otherwise. The Contractor shall scrub and wax. Scheduling of vinyl floor cleaning shall be provided to the City in advance to verify if a scheduling conflict exists.
- c. The Contractor shall dust mop or damp mop ceramic and stone floor areas, removing scuffs and stains as needed. Tile floors are not to be waxed.
- d. Rubber floors shall be vacuumed daily, and damp mopped weekly.
- e. The Contractor shall gentle sweeping and damp mopping with neutral solutions are essential. Occasional polishing and avoiding the use of acidic or alkaline cleaners is crucial to preventing damage to the terrazzo surface.
- f. The Contractor shall dust mop or damp mop concrete and epoxy coated floors as needed. The men's restroom at the City Yard facility contains a textured epoxy-coated floor. This floor shall be deck brushed daily with approved floor cleaning chemicals.

*See Exhibit C for more details. (exhibit C to be added)*

**D. SPECIAL REQUIREMENTS**

**i. City Hall**

- a. The City Hall has a busy schedule of meetings, and a high level of public traffic. Cleaning activities shall not affect the operations of City Hall. During open hours cleaning activities shall be planned to avoid interfering with this operation.
- b. Certain areas of the City Hall will require additional floor care with a high-traffic areas, and floor surface will require increased, as-needed servicing (up to bi-weekly, as requested).

- c. To obtain approval for access to the City Hall, the Contractor may be required to conduct a criminal background check on any employee that shall be working in the building.
- d. The Facilities Manager or designee shall make the final determination as to whether an individual will be granted access to the City Hall to perform work under the contract. The Facilities Manager or designee will notify the Contractor of their decision in writing.
- e. The Contractor agrees to notify in writing the Facilities Manager or designee if any person granted access is subsequently arrested for or convicted of a crime. The Facilities Manager or designee may, at their sole discretion suspend or revoke access.

**ii. Police Building**

- a. The Police Station is a 24-hour facility. Cleaning activities shall not affect the operations of the station. Especially during police briefings, therefore, cleaning activities shall be planned to avoid interfering with this operation.
- b. Certain areas of the Police Station will require additional floor care with a high-traffic areas, and floor surface will require increased, as-needed servicing (up to bi-weekly, as requested).
- c. Some areas in the building are restricted. If cleaning restricted areas is required, a higher clearance will be required. If an office is unlocked, the Contractor shall clean it. If an office is locked, the Contractor shall not clean it.
- d. Prior to performing any work at the WDM Police Department, each person must be granted access to the facility by the WDM Facilities Manager and or the Chief of Police or designee.
- e. To obtain approval for access to the WDM Police Department, the Contractor may be required to conduct a criminal background check on any employee that shall be working in the building.
- f. If a record of any kind exists, the Contractor shall notify the Facilities Manager or designee in writing and access to the facility for that individual shall be delayed pending review of the criminal history record information by the Facilities Manager and the Chief of Police or designee.
- g. The Facilities Manager or designee shall make the final determination as to whether an individual will be granted access to the WDM Law Enforcement Center to perform work under the contract. The Facilities Manager or designee will notify the Contractor of their decision in writing.

- h.** If a person is a fugitive or has an active arrest warrant, access will not be granted. Persons with misdemeanor or felony convictions may, at the sole discretion of the Facilities Manager and the City Manager or designee, be approved for access to perform work under the contract. All persons must demonstrate and/or show proof of identification with a valid government issued identification to be granted building access.
- i.** The Contractor agrees to notify in writing the Facilities Manager or designee if any person granted access is subsequently arrested for or convicted of a crime. The Facilities Manager or designee may, at their sole discretion suspend or revoke access.

**iii. Library**

- a.** The Library has extended hours, a busy schedule of programs and events, and a high level of public traffic, including small children. Cleaning activities shall not affect the operations of the Library. During open hours cleaning activities shall be planned to avoid interfering with this operation.
- b.** Certain areas of the Library will require additional floor care with a high-traffic areas, and floor surface will require increased, as-needed servicing (up to bi-weekly, as requested). Cleanup and removal of leaf debris outside the front entrance and in the lobby, as needed with City provided leaf blower/vacuum.
- c.** To obtain approval for access to the Library, the Contractor may be required to conduct a criminal background check on any employee that shall be working in the building.
- d.** If a record of any kind exists, the Contractor shall notify the Facilities Manager or designee in writing and access to the facility for that individual shall be delayed pending review of the criminal history record information by the Facilities Manager and the Library Director or designee.
- e.** The Facilities Manager or designee shall make the final determination as to whether an individual will be granted access to the Library to perform work under the contract. The Facilities Manager or designee will notify the Contractor of their decision in writing.
- f.** If a person is a fugitive or has an active arrest warrant, access will not be granted. Persons with misdemeanor or felony convictions may, at the sole discretion of the Facilities Manager and the City Manager or designee, be approved for access to perform work under the contract. All persons must demonstrate and/or show proof of identification with a valid government issued identification to be granted building access.

- g. The Contractor agrees to notify in writing the Facilities Manager or designee if any person granted access is subsequently arrested for or convicted of a crime. The Facilities Manager or designee may, at their sole discretion suspend or revoke access.

**iv. WestCom Building**

- a. WestCom is a 24-hour facility. Cleaning activities shall not affect the operations of the station. Especially during police briefings, therefore, cleaning activities shall be planned to avoid interfering with this operation.
- b. Certain areas of the WestCom will require additional floor care with a high-traffic areas, and floor surface will require increased, as-needed servicing (up to bi-weekly, as requested).
- c. Some areas in the building are restricted. If cleaning restricted areas is required, a higher clearance will be required. If an office is unlocked, the Contractor shall clean it. If an office is locked, the Contractor shall not clean it.
- d. Prior to performing any work at the WestCom, each person must be granted access to the facility by the WDM Facilities Manager and or designee.
- e. To obtain approval for access to the WestCom Department, the Contractor may be required to conduct a criminal background check on any employee that shall be working in the building.
- f. If a record of any kind exists, the Contractor shall notify the Facilities Manager or designee in writing and access to the facility for that individual shall be delayed pending review of the criminal history record information by the Facilities Manager and or designee.
- g. The Facilities Manager or designee shall make the final determination as to whether an individual will be granted access to the WestCom to perform work under the contract. The Facilities Manager or designee will notify the Contractor of their decision in writing.
- h. If a person is a fugitive or has an active arrest warrant, access will not be granted. Persons with misdemeanor or felony convictions may, at the sole discretion of the Facilities Manager and the City Manager or designee, be approved for access to perform work under the contract. All persons must demonstrate and/or show proof of identification with a valid government issued identification to be granted building access.
- i. The Contractor agrees to notify in writing the Facilities Manager or designee if any person granted access is subsequently arrested for or convicted of a crime.

The Facilities Manager or designee may, at their sole discretion suspend or revoke access.

**v. Nature Lodge**

- a. Clean and Sanitize all surfaces, tables, and chairs, wipe down and put away. Room set up in accordance with the direction of Nature lodge.
- b. There will be as needed tear down after event at the Nature Lodge before cleaning after events.

***\*All-day porters must always wear contractor-provided uniforms with their names on them when in their building of assignment.***

**E. SUPPLIES AND EQUIPMENT**

- a. The city shall furnish all public facing consumable.
- b. The Contractor shall furnish all cleaning materials, supplies, and equipment required to perform the cleaning assignments outlined in this Scope of Work and Exhibit B. Some standard clean equipment, such as Vacuums, Mop and buckets, Microfiber cleaning clothes, and any other equipment requested by the building administrator, must be placed in all city buildings.
- c. The Contractor is responsible for supplying all the necessary equipment required to provide the services mentioned, including vacuums, carts, and dust mops. The Contractor is required to maintain all equipment in good operating condition. All equipment should not damage or leave permanent markings on any part of the City Facilities. All equipment must be OSHA-certified and meet all OSHA requirements. ***These equipment will be replaced once the City deems them unfit for their intended purpose.***
- d. The Contractor shall not use any products, supplies, or equipment that are injurious or damaging to the surface to which they are applied or exposed. The Contractor shall be responsible for restoring/replacing any equipment/facilities, furniture, and floor covering, etc., so damaged to as good as or better conditions as determined by City.
- e. Where the City has certain custodial equipment present throughout the various facilities, the Contractor is welcome to use this equipment, if desired. However, any damage to equipment supplied by the City shall be repaired to as good or better condition or replaced by the Contractor at the Contractor's expense.
- f. The Contractor shall be prepared to service all City facilities with Contractor-supplied equipment. All materials and supplies shall be of commercial quality only and no additional charges shall be made by the contractor for providing and



maintaining materials and equipment consistent with providing the services described in this Scope of Work.

- g. The Contractor shall comply with all regulations and safety precautions listed on the product and equipment labels.

## **F. CONDITION REPORTING**

The Contractor shall report any damaged or defective equipment, plumbing, vandalism, graffiti, etc., to City facilities by calling 515-222-3481 and leaving a message detailing the extent of the problem. In the event of an urgent problem after regular business hours that requires immediate attention, such as, but not limited to, a broken water line in a restroom, the Contractor shall report these items by calling Chuck Thomas 515-222-3481.

## **4. CONTRACTOR'S PERSONNEL**

The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. At no time will the Contractor allow the crew to be diminished in size so as not to effectively complete the assigned tasks. A qualified supervisor shall supervise all of the Contractor's custodial personnel. The Contractor shall provide the names and quantities of assigned staff to the City for continuous verification that adequate staffing levels are maintained.

The Contractor shall provide a background check of all personnel utilized to fulfill the contract specifications at the Contractor's expense. The City shall approve the background check before staff are allowed to service City facilities.

The Contractor shall provide staff to perform weekly quality control inspections. The quality control staff member(s) shall be able to respond to telephone and email inquiries/complaints. The City may require the assigned quality control staff to respond directly to inquiries/complaints to ensure adequate follow-up and customer service. Confirmation of staff correspondence and corrective measures shall be provided to the City's Facilities Supervisor or designee.

The Contractor shall provide and require employees to wear uniform work shirts, which identify the Contractor's personnel and indicate the Contractor's name. The identification system shall be furnished at the Contractor's expense and must include appropriate attire and name badges, as specified by the City. The Contractor shall require each of their employees to wear safe working attire. This shall consist of proper non-slip work shoes and other clothing and gear required by Federal and State Safety Regulations.

## **A. OFFICE OF INQUIRIES AND COMPLAINTS**

The Contractor shall maintain an office at a fixed location and shall maintain a telephone there. At all times, the Contractor shall have a responsible person(s) employed by the

Contractor available to take the necessary action regarding all inquiries and complaints that may be received from the City. This person(s) shall be reachable twenty-four (24) hours daily, 365 days per year. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor can respond to the inquiry or complaint within 30 minutes of receipt. The Contractor shall also provide a call list of mobile phone numbers for responsible employees who can respond to urgent requests. The Contractor shall identify the line(s) dedicated to after-hours communication.

Whenever immediate action is required to prevent impending injury, death, or property damage to the maintained facilities therein, the City may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the City or the City's workforce. To the extent the Contractor is responsible for such action under the terms of this contract, the City shall charge the cost thereof as determined by the City against the Contractor or may deduct such cost from any amount due to the Contractor from the City.

The Contractor shall maintain a written log of all complaints, including the date and time, the action taken, and the reason action was not taken. The log shall be open to the City's inspection at all reasonable times.

All complaints shall be abated as soon as possible after notification, but in all cases, within twenty-four (24) hours to the satisfaction of the City. If any complaint is not abated within twenty-four (24) hours, the City shall be notified immediately of the reason for not abating the complaint, followed by a written report to the City within two (2) working days. If the complaints are not abated within the time specified or to the satisfaction of the City, the City may correct the specific complaint, and the total cost incurred by the City shall be deducted from the payments owed to the Contractor from the City.

## **B. SAFETY**

The Contractor agrees to perform all work outlined in this Scope of Work in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, materials, and chemicals consequential or related to the work; and is solely responsible for complying at all times with all local, County, State Federal or other legal requirements including OSHA Safety Orders, to protect all persons, including the Contractor's employees, agents of the City, vendors, members of the public, and others from foreseeable injury to themselves or damage to their property.

The Contractor shall be responsible for inspecting and identifying any practices and conditions that render any portion of the maintained facilities unsafe. The City shall be notified immediately of any hazardous condition that requires correction. The Contractor shall cooperate fully with the City in

The investigation of any accidental injury or death occurring on the premises.

The Contractor shall post signs in all entry areas before any potentially hazardous situations.

#### **C. LOST KEYS OR ACCESS CARDS**

In the event of lost keys or access cards, a fee of \$100.00 will be charged to the Contractor for each item lost. The Contractor is required to promptly report any lost access card or key to the Facility Manager. The city will replace all lost keys, and no duplication of keys is permitted. This policy ensures the security and integrity of access control within the facility.

#### **D. SIGNS/IMPROVEMENTS**

The Contractor shall not post signs or advertising within the maintained facilities.

#### **E. NON-INTERFERENCE**

The Contractor shall respect the peace and quiet of the areas where the services are being performed. The Contractor shall perform services with the least possible obstruction and inconvenience to the public and City staff so as not to interfere with the use of the facilities.

#### **F. STORAGE FACILITIES**

The City will provide small janitorial closets at most facilities for the Contractor to store equipment and supplies. Equipment owned by the Contractor shall be identified and safely stored. The City maintains secure facilities; however, the City shall not be responsible for any damaged, lost, or stolen items that are the Contractor's property. The Contractor shall use these areas at their own risk.

#### **G. MAINTENANCE, REPAIRS AND REPLACEMENTS DUE TO EXTRAORDINARY INCIDENTS**

Any extraordinary incident, such as vandalism, acts of God, and third-party negligence which has or will affect the City's property and is within the scope of the Contractor's responsibilities, shall be documented by the Contractor by phone call, photographs, and written statement, and documentation shall be given to the City within eight (8) hours of discovery. The Contractor is responsible for reporting any graffiti that the Contractor cannot remove. The Contractor shall perform the above documentation and report immediately upon discovering extraordinary incidents.

## H. MEETINGS

The Contractor and any of its staff shall be available to meet weekly, or as directed by the City, with City staff at a mutually agreed upon time and City facility to review maintenance activities, operational and timing activities, pending work, estimates, work quality, and any items related to the Contractor's work under the contract.

## 5. LENGTH OF CONTRACT

- A. Contract Term:** The initial term of this Contract shall be effective for three (3) years with two (2) year renewal options from the executed contract date. The City reserves the right to renew this Contract annually per the same terms and conditions. Any renewal contract agreement shall require written, mutual consent from the City and the Contractor. Contract renewals shall be limited to five (5) years from the original executed Contract date.
- B. Contract Termination:** This Contract may be terminated for any reason by the City during the contract period, subject to a thirty (30) day written notice delivered by registered mail to the Contractor at the address referenced on this Contract.

## 6. INSURANCE REQUIREMENTS

- A.** The Contractor shall obtain and maintain through the term of this agreement, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the services provided, but in no event, are such terms and limits to be less than those set forth below. The limits of liability under insurance policies required by this Contract shall in no-way limit the Contractor's actual liability. Before providing any services, the Contractor shall furnish an insurance certificate to the City, showing adequate insurance to be in force. Any subcontractors utilized shall be subject to the same insurance requirements below.

### **i. Commercial General Liability**

Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse, and underground hazards (XCU), personal injury/advertising injury. The limits can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be named as additional insured on a primary and non-contributory basis.

Bodily Injury & Property Damage – Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury – Per Person	\$1,000,000

General Aggregate on the Above	\$2,000,000
Products & Completed Operations General Aggregate	\$2,000,000
Fire Damage Limit	\$100,000
Medical Expense Limit	\$5,000

**ii. Business Automobile Liability Insurance**

Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The limit can be satisfied by providing a primary policy or in combination with an excess liability policy. The City of West Des Moines would be added as an additional insured on a primary and non- contributory basis.

Bodily Injury & Property Damage – Each Accident	\$1,000,000
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**iii. Workers Compensation**

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

Part 1 – Workers Compensation Benefits	Statutory
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**iv. Employers Liability**

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

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

**v. Umbrella Liability**

The Contractor will maintain umbrella liability insurance on an occurrence basis in excess of the general liability, automobile liability and employer’s liability insurance described above which is at least broad as all underlying policies including but not limited to additional insured and waiver of subrogation and Primary and non-contributory.

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

**vi. Crime Coverage that insures theft to Client’s Property**

The Contractor will maintain crime coverage insuring loss of money, securities or property sustained by a client resulting from the theft or

forgery committed by an employee.

Each Occurrence Limit	\$50,000
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**vii. Property Insurance**

The Contractor will maintain property insurance insuring owned equipment and supplies stored on the City's premise.

**7. ADDITIONAL PROVISIONS**

**a. Mandatory Drug and Alcohol Testing Programs**

The Contractor certifies that all of their employees who may perform safety sensitive functions for the City are included in a substance abuse program that meets the requirements of the Federal Department of Transportation Drug and Alcohol Testing regulations, (Code of Federal Regulations, 49 C.F.R., Part 382 and Part 40).

**b. Right-to-Know Statement**

The Contractor certifies that, in accordance with the "Hazard Communication Rule", 29 C.F.R. 1910.120 (the "Right-to-Know" Law) and the State of Iowa "Hazardous Chemical Risk Right-to-Know" rule, employees exposed to materials on the worksite will be trained for the materials in use by the Contractor. Material Safety Data Sheets (MSDS) for City materials will be supplied to the successful Contractor upon request.

**c. ADA Statement**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act and applicable Federal regulations under the act.

**d. FLSA Statement**

"We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders to the United States Department of Labor issued under Sections 14 thereof."

**e. Non-Discrimination Clause**

The City does not discriminate against any person on the basis of age, race, religion, creed, color, sex, sexual orientation, veteran status, gender identity, national origin, or disability. Contractor will not discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation,

gender identity, national origin, disability or veteran status and to include a similar non-discrimination provision in all agreements associated with this Contract.

**f. Indemnification and Hold Harmless**

The Contractor shall hold harmless, indemnify, and defend the City and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character both to person and property, arising out of, related to or connected to this Contract or by reasons of the Contractor's performance under this Contract.

This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgements, awards, decrees, attorney's fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursement incurred by or assessed to the City, its officials, employees, agents, contractors and assigns. The Contractor shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its sole option defend or settle such claim, demand, or action.

Contractor understands and agrees that it shall have no right of coverage under any existing or future insurance policies owned by the City. The Contractor also acknowledges that the City has no responsibility for any damage caused to the Contractor's property by any source.

This Indemnification and Hold Harmless provision is effective upon execution and shall be of indefinite duration and shall survive the termination of this Contract.

**g. Independent Contractor**

It is hereby understood that any and all employees of the Contractor and all other persons employed by the Contractor in the performance services under this agreement, required or provided for hereunder by the Contractor shall not be considered employees of the City and that any and all claims that may or might arise under the Workers Compensation Act of the State of Iowa on behalf of said employees while so engaged in any and all claim made by any third parties as a consequence of any act or omission on the part of said Contractor's employees while so engaged in the performance of these services, to be rendered herein by the Contractor shall, in no way, be the obligation or responsibility of the City.

**h. General Compliance**

In the conduct of the services contemplated hereunder, the Contractor shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or

specifications issued by the City. Contractor 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.

**i. Severability**

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

**j. Counterparts**

This Contract 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.

**k. Assignment**

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

**l. Headings**

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

**m. Entire Agreement**

This Contract, including any attached schedules of exhibits, constitutes the entire agreement and understanding between the parties hereto and is the final expression of their agreement and no evidence of oral or other written promises shall be binding. This Contract may not be supplemented, amended, modified, or otherwise altered except by written instrument executed by both of the parties hereto and no course of dealing or trade usage between the parties shall be effective to supplement, amend, modify, or alter this Contract.

**n. Waiver**

The failure to enforce or to require the performance at any time of any of the provisions of this Contract herein shall in no way be construed to be a waiver of such provisions, and shall not affect either the validity of this Contract or any part hereof or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Contract. In the event any agreement contained in this Agreement should be



breached by the Contractor and thereafter waived by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

**o. Approval of City**

This Contract 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 Contract by the City Clerk.

**p. 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 "Contractor" shall refer to K&M Janitorial Services, Inc., d/b/a Reliable Maintenance Co., its assigns, successors in interest, or lessees, if any.

**q. Governing Law and Venue**

The Parties agree this Agreement shall be governed and construed in accordance with the laws of the state of Iowa. The Parties further 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 Agreement and said parties shall consent to the jurisdiction of Polk County, Iowa.

**r. Attorneys' Fees and Expenses**

Whenever any Event of Default occurs and either party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the other party, the non-prevailing party shall pay to the prevailing party its reasonable attorneys' fees and costs.

**s. Construction.**

Words and phrases used in this Contract shall be construed as in the singular or plural number and as the individual's gender according to the context.

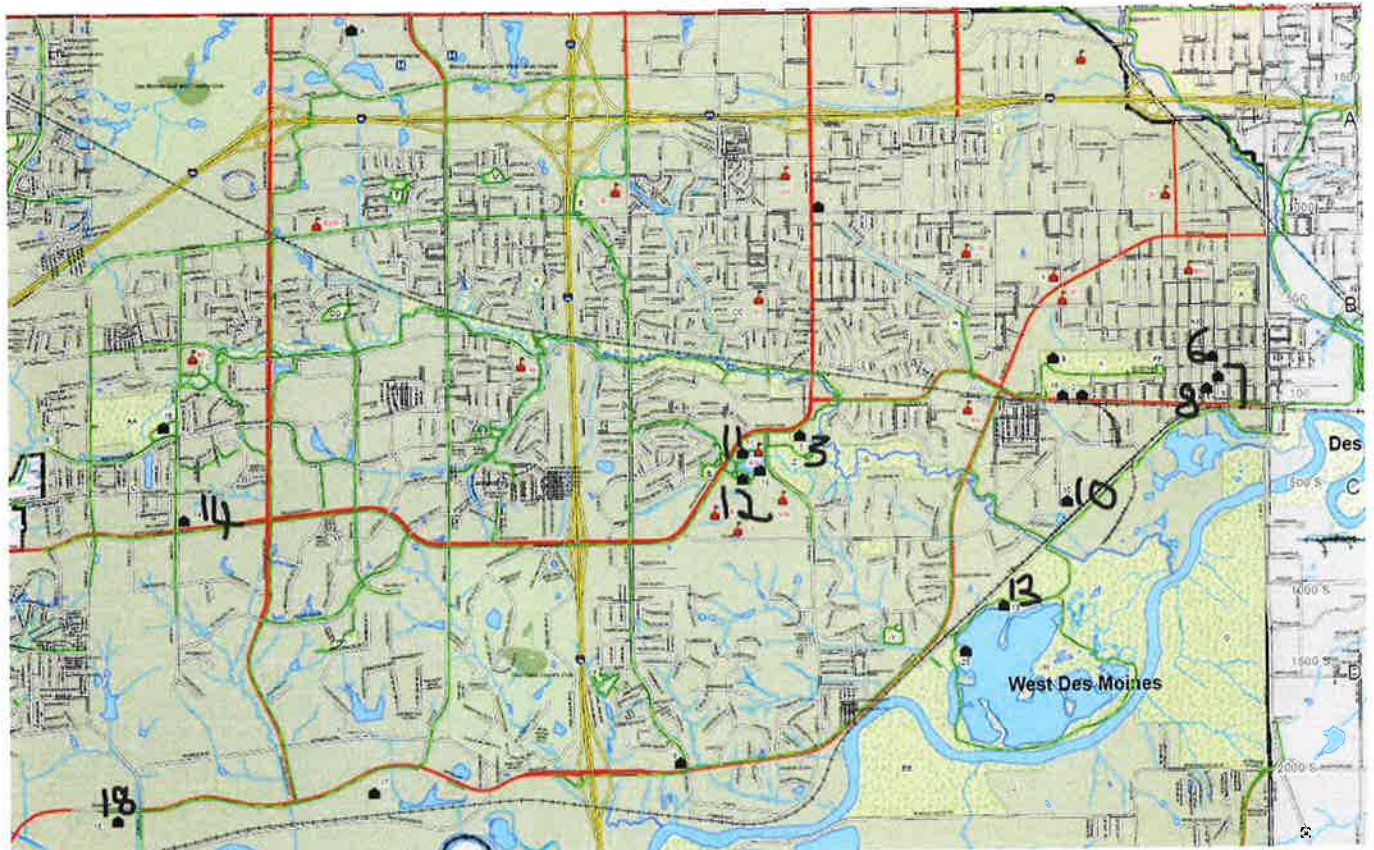
K&M Janitorial Services, Inc., d/b/a  
Reliable Maintenance Co.

BY: Keith McKay  
AS: Keith McKay President

**CITY OF WEST DES MOINES**

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

**Exhibit A:**  
City of West Des Moines  
Facility Map



**Legend:**

City Hall **12**

Law Enforcement Center/Police **3**

Public Services East **10**

Library **11**

Public Service West **18**

Human Services **8**

Valley Junction Activity Center **7**

Nature Lodge **13**

Fire Administration **6**

Valley Junction Foundation (VJF) (Note: VJF is a few blocks away from 6 & 7)

Public Safety Westcom **14**

**Exhibit B:**  
City of West Des Moines  
Custodial Flooring Service Schedule Carpet Cleaning

<b>Location</b>	<b>Frequency</b>	<b>Method</b>
<b><i>City Hall (16,333 SF)</i></b>	Yearly	Spin Bonnet
	Yearly	Extract
<b><i>Law Enforcement Center/Police (15,500 SF)</i></b>		
Lobby	Yearly	Spin Bonnet
Foot Walkways	Yearly	Extract
Office Areas	Yearly	Extract
<b><i>Library (41,738 SF)</i></b>		
Foot Walkways	Yearly	Spin Bonnet
Foot Walkways	Yearly	Extract
Office Areas	Yearly	Extract
<b><i>Public Service West (6720 SF)</i></b>	Yearly	Extract
<b><i>Human Services (7547 SF)</i></b>		
Office Areas	Yearly	Extract
<b><i>Valley Junction Activity Center (2814 SF)</i></b>	Yearly	Extract
<b><i>Nature Lodge (401 SF)</i></b>		
Office Area	Yearly	Extract
<b><i>Fire Administration (4921 SF)</i></b>		
Community Room	Yearly	Extract
Office Areas	Yearly	Extract
<b><i>Public Safety Westcom (2,213 SF)</i></b>	Yearly	Extract

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**ITEM:** 2025 Special Partial Census

**DATE:** June 3, 2024

**FINANCIAL IMPACT:** The US Census Bureau has estimated that it will cost \$405,345 to conduct the Special Partial Census. In addition, there will likely be other costs involved such as office rental for Census Bureau employees, supplies, and marketing. There will also be an increase to Road Use Tax Revenue after the census is completed and submitted. Staff is estimating with a 12% growth and \$134 per capita Road Use Tax that the City will collect an estimated \$5,644,750 over the course of 2026-2030.

The formula for allocating Local Option Sales Tax is 75% based on population, staff is estimating that LOSST revenues will increase approximately \$120,000 per year. This includes the effects of other growing cities in the metro completing similar special censuses. As a result, the total benefit gained from the special census in terms of additional LOSST revenue from 2026-2030, should be around \$600,000.

**BACKGROUND:** The city conducted a Special Census in 2015, which resulted in a 12% increase in population from the 2010 census. This population growth led to an additional \$3,006,623 in Road Use Tax revenue over the years 2016-2020, until the following decennial census. From the 2020 Census until March 15, 2025, the City is estimating an 8,425 person (12%) increase in population. This estimate is based on permit data, housing projects, and other growth projections.

The city's Special Census Date will be targeted for March 15, 2025, with the online portion starting 4 weeks prior and the count lasting up to 3 weeks after this date. After the Special Census is complete, there will be a true up of actual costs versus estimated and any difference will be settled.

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

**RECOMMENDATION:** The City Council approve conducting of a Special Partial Census and the Mayor to sign the Memorandum of Understanding on behalf of the City as well as approve the Finance Department to process the required payment.

**Lead Staff Member:** Laura Reveles, Policy & Fiscal Advisor, CMO

**STAFF REVIEWS**

Department Director	Tom Hadden, City Manager
Appropriations/Finance	Tim Stiles, Finance Director <i>CR for TS</i>
Legal	
Agenda Acceptance	<i>[Signature]</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance and Administration	
Date Reviewed	May 22, 2024	
Recommendation	<b>Yes</b>	No

Memorandum of Agreement  
Through Which  
**The City of West Des Moines, IA**  
Is Purchasing a Special Census  
From the U.S. Census Bureau

Agreement No. **0071-FY25-REI-25611-000**

**1) Parties and Scope**

This document establishes an agreement between the **City of West Des Moines, Iowa** (Governmental Unit) and the Decennial Census Management Division, U.S. Census Bureau, through which the Governmental Unit will pay the Census Bureau to take a special census under the authority of 13 United States Code (U.S.C.) § 196.

**2) Authority**

The Census Bureau may undertake this work pursuant to 13 U.S.C. § 196, which provides that the “Secretary may conduct special censuses for the government of any State, or of any county, city, or other political subdivision within a State, for the government of the District of Columbia, and for the government of any possession or area (including political subdivisions thereof) referred to in Section 191(a) of this title, on subjects covered by the censuses provided for in this title, upon payment to the Secretary of the actual or estimated cost of each such special census. The results of each such special census shall be designated ‘Official Census Statistics.’ These statistics may be used in the manner provided by applicable law.”

**3) Cost Estimate**

The Governmental Unit is responsible for all costs of taking the special census including, but not limited to, appropriately furnished office quarters, total compensation of all field enumeration and supervisory personnel, compensation of Census Bureau headquarters and regional office personnel for time allocated to the special census, overhead for headquarters and regional offices, processing and tabulation of data, and all other costs attributable to taking the special census. Based on the following factors the estimated cost for these services is **\$405,345**:

- Governmental Unit-provided estimated population of **8,425**,
- Governmental Unit-provided estimated housing unit count of **3,455**,
- and Governmental Unit -provided characteristics of the area(s) in which the special census will be conducted (including but not limited to geographic size, count of potential group quarters and transitory locations, and potential recent annexations).

A payment of that amount shall be furnished to the Census Bureau before any work on the special census is performed. The advance payment will be adjusted to actual costs and additional billing or refunds will be made as appropriate.



On a periodic basis, the parties will reconcile balances related to revenue and expenses for work performed under the agreement.

- a) The Census Bureau shall directly pay field representatives, field supervisors, and other temporary personnel hired locally to conduct the actual enumeration, at rates of pay fixed by the Census Bureau and based on the local area pay rates.
  - i) The Government Unit shall provide advance payment to the Census Bureau and/or United States for all funds to be expended by the Census Bureau resulting from payments to the Department of Labor under applicable federal workers' compensation and unemployment benefits laws.
- b) In addition to the salary expenses to be paid directly by the Census Bureau to all temporary employees hired locally, the Governmental Unit agrees to provide advance payment for all other expenses related to the taking of the special census, including but not limited to:
  - i) administrative and technical work performed by headquarters and regional personnel;
  - ii) printing and preparation of enumeration questionnaires and related materials;
  - iii) map preparation;
  - iv) tabulation expenses;
  - v) the cost of the designated Census Bureau employee's salary, allowances for subsistence at the standard federal rate per day, traveling expenses, other reasonable and necessary expenses, overhead and other charges applicable to these costs; and
  - vi) other incidental expenses incurred by the Census Bureau in completing the special census.

In accordance with (3)(b) if actual cost exceeds the advance payment, the additional payment to the Census Bureau is due in full, 30 days from the date of the invoice.

#### **4) Terms and Conditions**

Acknowledging the foregoing, the parties agree as follows:

- a) The Census Bureau will receive reimbursement for all identifiable costs for the goods and services it is providing under this agreement:
  - i) The Census Bureau employee(s) shall oversee all aspects of the enumeration including the hiring, training, and separation of field representatives, field supervisors, and other temporary personnel employed locally to take the special census. The designated Census Bureau employee(s) shall exercise day-to-day technical supervision of these employees. All such temporary personnel shall be Federal Government employees and neither the Governmental Unit nor any representative of the Governmental Unit shall supervise, exercise control over, or in any other way interfere with such employees in the performance of their responsibilities.

- ii) The Governmental Unit shall update maps of the proposed special census area in accordance with instructions provided by the Census Bureau. The Governmental Unit shall provide any certification of legal boundaries within the proposed special census area as required by the Census Bureau. Once the Governmental Unit boundaries have been certified by the Census Bureau, these boundaries will become the official boundaries for the special census. Additionally, any annexations after the Governmental Unit has certified its boundaries will not be included in the special census. The special census will not be scheduled until these obligations have been completed to the satisfaction of the Census Bureau.
  - iii) The Census Bureau shall provide to the Governmental Unit the official population and housing unit count derived from the special census at the earliest practicable date after completion of the enumeration and the processing required to produce the statistical results, including but not limited to disclosure avoidance review (see Section 6). This count, which shall be as of the special census reference date (tentatively scheduled for **March 15, 2025**), will be provided in writing and signed by an appropriate Census Bureau official.
  - iv) The Census Bureau will not guarantee delivery of the final count by any specified date and shall not be held responsible for any loss or damages suffered by the Governmental Unit due to the data not being available by a specific date.
- b) The Governmental Unit accepts that responses to a special census, unlike a decennial census, are voluntary and some respondents may choose to not answer some questions. When this happens, the Census Bureau will make every effort to collect as much information as possible. If the Census Bureau cannot obtain information directly from respondents, the Census Bureau will follow statistical procedures to assign the missing information based on information provided by people in the housing unit or from people from neighboring housing units.

The Governmental Unit also accepts that, to complete the count of the group quarters population, it may be necessary for the Census Bureau to obtain information for people residing in certain institutions (such as correctional facilities with security issues) from administrative records rather than from the respondents themselves. The Census Bureau will provide detailed statistical results to the Governmental Unit subject to limitations imposed by Title 13 United States Code to protect the confidentiality of respondents.

Further, the Governmental Units accepts that Domestic Violence Shelters are out of scope for the special census and will not be included in any special census enumeration.

- c) The Census Bureau can only use the special census counts in the intercensal population estimates program if:
  - i.) the entire area of a governmental unit is included in the special census, and



- ii.) the legal boundaries of the governmental unit correspond to those used in the Population Estimates program (boundaries legally in effect on January 1 of the estimates year), and
- iii.) the boundaries are reported to the Census Bureau for processing by March 1 of the estimates year, and
- iv.) final approved counts from the special census enumeration are ready by August 1 of the estimates year.

If a Governmental Unit requests a partial special census, they do so with the understanding that the results of this partial special census will not be included in any subsequent Census Bureau population estimates.

- d) A Governmental Unit can request a special census for the entire area encompassed by that Governmental Unit, known as a full special census, or for only a portion of their area, known as a partial special census. A partial special census is conducted using the same methodologies and procedures as a full special census, but it is for a subset of areas within the jurisdiction of the local Governmental Unit. The areas requested in a partial special census must contain at least one full census tract that is completely within the jurisdiction of the Governmental Unit and can contain additional contiguous tracts or census blocks that are within the jurisdiction of the Governmental Unit.

In addition to impacting cost, the geography included in the special census may impact which data products the Governmental Units receive based on disclosure avoidance considerations. Regardless of the scope of the special census, the Governmental Unit will receive a letter from the director of the U.S. Census Bureau and a block-level special census data product that contains total population and total housing unit counts for the Governmental Unit. An additional data product may include a demographic profile for the entire governmental unit or whole tracts contained within the special census area. However, some Governmental Units may not receive the demographic profile based on the geography for which the special census is conducted. For those impacted Governmental Units, the Census Bureau will define the allowable data products that the Governmental Unit will receive prior to signing the MOA.

The Governmental Unit shall accept as final the official population count and other statistical results when provided by the Census Bureau.

- e) Upon request, the Governmental Unit shall supply – free of charge – satisfactory office space, other equipment, and furnishings as determined necessary and proper by the Census Bureau. This information will be included in an initial letter from the Regional Director to the Governmental Unit. These quarters must meet all security and confidentiality requirements as agreed to by the Census Bureau representative.
- f) In taking the special census, the Census Bureau is directly responsible for compensating all field personnel determined necessary by the Census Bureau for taking the special

census. The Census Bureau shall hire sufficiently qualified applicants for field representatives, field supervisors, and other positions as may be needed to complete the special census. Employees shall be selected for employment and separated under standards established by the Census Bureau, and shall take an oath or affirmation, as required, to protect the confidentiality of the information they collect. The Census Bureau shall be responsible for all administrative operations relating to the reconciliation and payment of these employees.

Such field personnel shall be and remain employees of the Census Bureau, subject to all applicable federal, state, and local laws, including but not limited to those pertaining to the Equal Employment Opportunity Act and the Fair Labor Standards Act applicable to these employees, and shall complete and file any and all reports required thereunder.

- g) The Governmental Unit is responsible for promoting the special census through locally-based targeted outreach efforts. This promotion may inform people about the special census, encourage people to apply to recruiting efforts, and/or encourage people living in the applicable area to respond.
- h) All temporary staff hired to conduct the special census, including but not limited to field representatives and field supervisors, are employees of the Federal Government. Therefore, regarding the negligent or wrongful acts of any temporary employees arising from their employment pursuant to this MOA, any claims and/or litigation arising from said acts will be adjudicated pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. (see section (3)(a)(ii) herein regarding reimbursement and indemnification requirements).
- i) The Census Bureau has a policy of publicly disclosing the identity of governmental units which have signed MOUs requesting and paying for a special census to be conducted, and signature of this MOU constitutes agreement of the parties to Census Bureau policy.

## **5) Confidentiality**

The data, including individual information collected by enumerators on the special census questionnaires, collected under this agreement are confidential under 13 U.S.C. § 9. All such special census questionnaires and all papers relating to the special census are the property of the Census Bureau and under the law may only be made available to and examined by sworn Census Bureau officials and employees. Unlawful disclosure subjects Census Bureau employees to a fine of up to \$250,000 or imprisonment of up to 5 years, or both.

Should the Governmental Unit require access to Title 13 data to assist in the planning, data collection, data analysis, or production of final products, those staff members are required to obtain Census Bureau Special Sworn Status pursuant to 13 U.S.C. § 23(c). Such staff members must demonstrate that they have suitable background clearance, and they must take Title 13 awareness training. Any access to Title 13 data at the Governmental Unit's facility is subject to prior approval by the Census Bureau's Data Stewardship Executive Policy

Committee upon assurance that the facility security and information technology security meet Census Bureau requirements.

## **6) Disclosure Avoidance Review of Statistical Products**

Title 13, Section 9 of the U.S.C. requires the Census Bureau to keep confidential the information collected from the public under the authority of Title 13. Section 214 of Title 13, U.S.C., and Sections 3551, 3559 and 3571 of Title 18, U.S.C., provide for the imposition of penalties of up to five years in prison and/or up to \$250,000.00 in fines for wrongful disclosure of confidential Census information.

Disclosure avoidance is the process for protecting the confidentiality of data, as required under Title 13 U.S.C. A disclosure of data occurs when someone can use published statistical information to identify an individual who has provided confidential information. For data tabulations, the Census Bureau uses disclosure avoidance procedures to modify or remove the characteristics that put confidential information at risk for disclosure. Although a published table may appear to show information about a specific individual, the Census Bureau has taken steps to disguise or suppress the original data, while making sure the results are still useful. The techniques used by the Census Bureau to protect confidentiality in tabulations vary, depending on the type of data.

Noise injection is the Census Bureau's preferred disclosure avoidance technique. By policy, noise injection is to be applied to all data products that are reported at geographic areas with small populations (GASP). For the purposes of this guidance, a GASP is a population that is smaller than the smallest population of any congressional district.

In cases when it is not feasible to fully implement noise injection within the period of the contract, a transition plan for implementing noise injection or other provable privacy methods must be developed in coordination with the Census Bureau. Noise injection may be required for microdata releases, depending on the characteristics of the microdata and the specific variables that are to be released. Data that cannot be publicly released may still be analyzed within the Federal Statistical Research Data Centers (FSRDCs) by individuals who have Special Sworn Status (SSS); the results of such analyses must still go through a disclosure avoidance process prior to being publicly released.

The parties understand that Title 13 confidentiality protection and disclosure avoidance techniques apply to all work described in this agreement. The disclosure avoidance methods are defined by the Census Bureau who has the responsibility of carrying out that work. Accordingly, upon completion of the tabulation, the data produced must be reviewed by the Census Bureau to ensure that no identifiable Title 13 data are or may be disclosed.

Should the Census Bureau's Disclosure Review Board (DRB) determine that the requested statistical product does or reasonably could result in such disclosure, then the data product will be modified prior to approval for release to the party(ies) of this agreement. The DRB must approve before a research product can be released to an individual who does not have SSS and a

need to know or moved to a computer not approved for controlled data according to the Census Bureau's existing policies and procedures.

## **7) Contacts**

Christopher M. Denno  
Special Census Program Manager  
Decennial Census Programs  
U.S. Census Bureau  
4600 Silver Hill Road  
Special Census Branch  
Suitland, MD 20746  
301-763-4092  
christopher.m.denno@census.gov

**Ms. Laura Reveles**  
**Policy and Fiscal Advisor, CMO**  
**City of West Des Moines, Iowa**  
**4200 Mills Civic Parkway**  
**PO BOX 65320,**  
**West Des Moines, IA 50265**  
**Phone: (515) 222-4320**  
**Email: laura.reveles@wdm.iowa.gov**

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

## **8) Duration of Agreement, Amendments, and Modifications**

This agreement will become effective when signed by all parties. The agreement will terminate on **March 15, 2026**, but may be amended at any time by mutual consent of the parties. Any party may terminate this agreement by providing **30 days'** written notice to the other party. This agreement is subject to the availability of funds.

## **9) Resolution of Disagreements**

Should a disagreement arise on the interpretation of the provisions of this agreement, or amendments, and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

**10) Termination Cost**

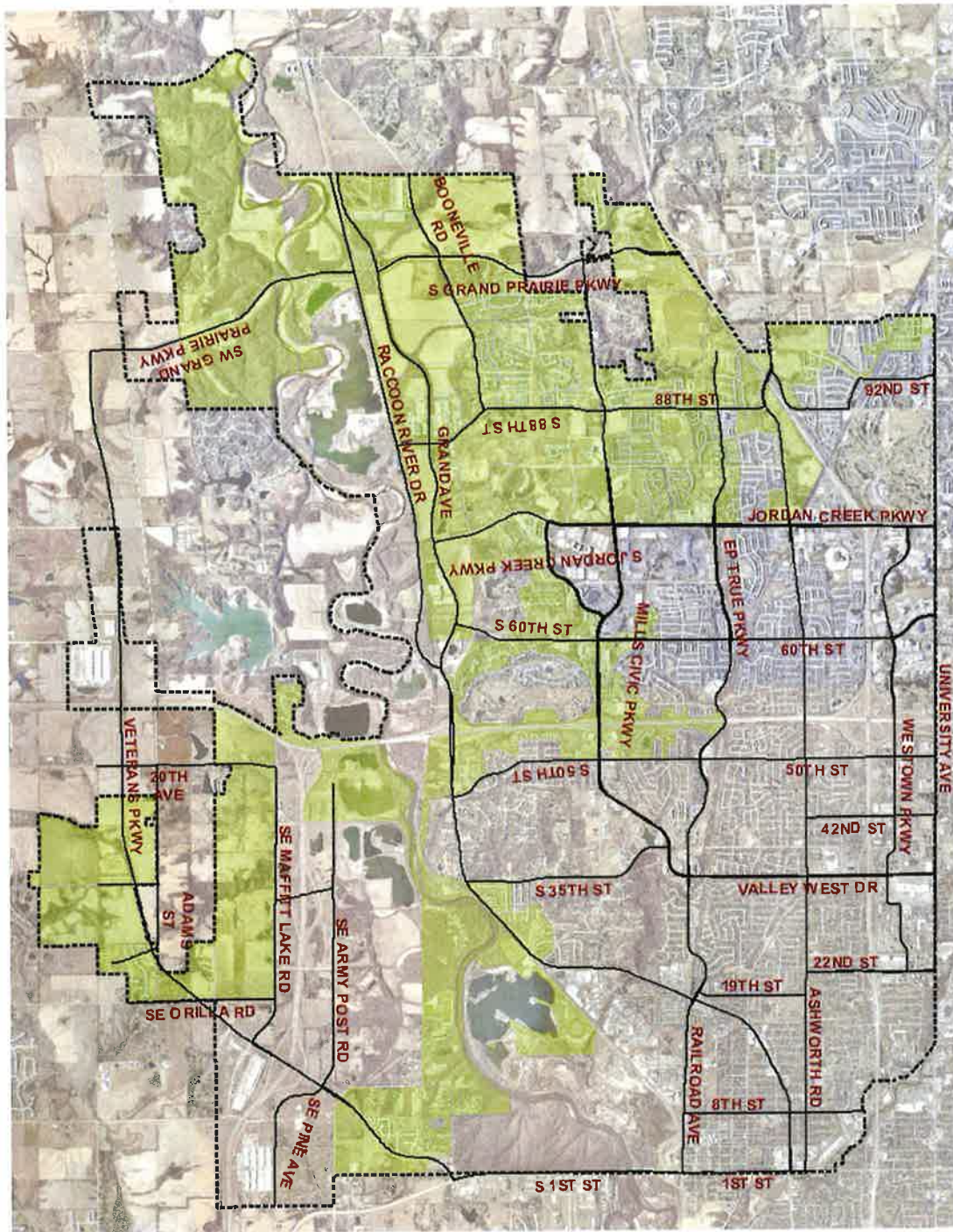
If the **City of West Des Moines, Iowa** cancels the order, the Census Bureau is authorized to collect costs incurred prior to cancellation of the order plus any termination costs, up to the total payment amount provided for under this agreement.

**FOR THE GOVERNMENTAL UNIT**  
BY:

**FOR THE CENSUS BUREAU**  
BY:

\_\_\_\_\_  
NAME: < **Governmental Unit POC name**>  
DATE:  
TITLE: < **Governmental Unit POC title**>  
AGENCY: < **Governmental Unit POC agency**>

\_\_\_\_\_  
Deborah Stempowski  
DATE:  
Associate Director for Decennial Census  
Bureau of the Census





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

**DATE: June 3, 2024**

**ITEM:** Approval to purchase body worn camera and in-car camera systems from Getac Video Solutions, Inc. systems, purchased through Keltek, Inc.

**FINANCIAL IMPACT:** \$490,277.04 total cost (Equipment body worn cameras and in-car cameras – account #100.105.107.5400.737)

Cost Breakdowns:

- \$126,460.54 for the system which includes Body Worn Cameras, docking stations and miscellaneous costs for the Police Department.
- \$7,365.48 for the system which includes Body Worn Cameras, docking stations and miscellaneous costs for Animal Control/Code Enforcement Staff within the Public Services Department.
- \$162,142.08 for the system which includes In-car cameras, sync/mounting device, cables and miscellaneous costs for the Police Department.
- \$189,975.98 for the system which includes software licenses, software maintenance, deployment service and miscellaneous costs for the Police Department; and
- \$4,332.96 for the system which includes software licenses, software maintenance and miscellaneous costs for Animal Control/Code Enforcement Staff within the Public Services Department.

**BACKGROUND:** The WDM Police Department has identified a need for upgrading our current personal body worn cameras system to be worn by individual officers and the in-car camera system installed in all police vehicles. The department recently completed a six-month study on body cameras and in-car cameras. Following the research, we found that only one system possessed the capability to meet the current needs of the department. Other determining factors such as: mounting devices, video/audio quality and adjustable camera lens also determined that the Getac Video Solutions, Inc. (purchased through Keltek, Inc.) is the only logical option for our organization and the staff of Public Services, who require the same equipment.

Staff within the Public Services Department (Animal Control / Code Enforcement) also use the same body worn camera systems as the Police Department. Therefore, these services have been added to the police department contract for ease of management and maintenance of cameras. Cost breakdowns are listed above.

Award for Good Cause - The department identifies Getac Video Solutions, Inc. (purchased through Keltek, Inc.) as the only viable body camera and in-car camera options, as it meets all requirements for both systems and is a video product which also allows for dual storage of videos in the same locations.

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

**RECOMMENDATION:** Approve purchase of the Getac Video Solutions, Inc. Body Worn Camera and In-Car Camera systems, purchased through Keltek, Inc., to include all needed cameras, mounting devices, docking stations, cables, software needs and delivery for the Police Department and Animal Control / Code Enforcement staff within the Public Services Department.

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

**STAFF REVIEWS**

Department Director	Chris Scott, Chief of Police
Appropriations/Finance	Tim Stiles, Finance Director <i>OK for TS</i>
Legal	Jessica Grove, Deputy City Attorney
Agenda Acceptance	<i>JS</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance & Administration		
Date Reviewed			
Recommendations	Yes	No	NA





# Estimate

#4921

205 N High St  
 PO Box 14  
 Baxter IA 50028  
 United States  
 641-227-2222  
 sales@keltekinc.com

10/17/2023

**Bill To**

Lt. Billy Taylor  
 West Des Moines Police  
 250 Mills Civic Pkwy  
 West Des Moines IA 50265  
 United States

**Ship To**

West Des Moines Police  
 250 Mills Civic Pkwy  
 West Des Moines IA 50265  
 United States

**TOTAL**

**\$478,578.60**

Expires: 05/31/2024

Sales Rep	Customer No.	Primary Contact	Shipping Method	Item	Description	Quantity	MSRP	Discount	Rate	Amount
Joel Wilkerson	344	Brent Kock	Bestway	<b>CONTACT</b>	Brent Kock Lieutenant Patrol Division West Des Moines Police Department 515-222-3357 brent.kock@wdm.iowa.gov					
				<b>NOTE</b>	GETAC ON PREM STORAGE					
				<b>CAMERA</b>						
				<b>OAEALEXFAXX1</b>	VR-X20 for In Car Video - VR-X20 i7 Only with Blackbox Recording, Display (CU-D50), ZeroDark UltraHD(4K) IP Camera CA-NF42, ZeroDark FHD IP Camera CA-NF21-146IR, Wiring kit (25ft)	32	\$6,782.00		\$3,950.32	\$126,410.24
				<b>OTX15X</b>	BODY WORN CAMERA BLUETOOTH TRIGGER BOX, 5 YEAR WARRANTY	32	\$234.46		\$211.65	\$6,772.80
				<b>OLX08X</b>	DVR - GPS Antenna - dash mount (14ft)	32	\$14.00		\$11.80	\$377.60
				<b>CAMERA - EXTENDED WARRANTY</b>						
				<b>GE-SVDNEXT4Y</b>	GETAC Video Solution DVR, Camera, Display Ext Warranty Yrs 2,3,4, & 5	32	\$829.00		\$818.18	\$26,181.76
				<b>CAMERA - ACCESSORIES</b>						
				<b>OVVW4XXXXXX3</b>	Getac BC-04-4K BWC DEVICE 128 GB+ UHD/FHS/HD/WVCA, WIFI+GPSBLE, 3 YEAR WARRANTY, 3 YEAR BATTERY WARRANTY.	100	\$1,100.00		\$956.56	\$95,656.00
				<b>ORB342</b>	BWC Molle mount V 2.0	20	\$20.12		\$17.10	\$342.00
				<b>ORB363</b>	Body Worn Camera Magnetic (Double-Sided) Mount	100	\$89.53		\$80.82	\$8,082.00
				<b>OD4C5U</b>	8 PORT MULTIDOCK (MD-04), INCLUDES 150W AC ADAPTER (US), 5 YEAR WARRANTY	13	\$1,234.66		\$1,081.10	\$14,054.30
				<b>ORB85U</b>	SINGLE PORT DOCK (VD-04U), INCLUDES USB-C TO USB-A CABLE(3.28FT), USB A EXTENSION CABLE (12.5FT), USB-A 10W AC ADAPTER(US), 5 YEAR WARRANTY	52	\$150.78		\$136.12	\$7,078.24



4921



# Estimate

#4921

205 N High St  
 PO Box 14  
 Baxter IA 50028  
 United States  
 641-227-2222  
 sales@keltekinc.com

10/17/2023

Item	Description	Quantity	MSRP	Discount	Rate	Amount
ORB46X	GETAC VIDEO SOLUTIONS INC.:Body Worn Camera (BC-04), magnetic quick release charging USB cable (3.28 ft)	32	\$44.20		\$39.00	\$1,248.00
<b>CAMERA - PROFESSIONAL SERVICES</b>						
OWH01X	Getac Enterprise-(Self-Hosted) One Time, Software & license Fee and 4-year EVM4 server maintenance	1	\$24,000.00		\$16,850.40	\$16,850.40
OWC01M	Getac Enterprise Video Licns Software Maint (Per Client Device, Per Month)	6,336	\$26.00		\$20.06	\$127,100.16
OZX0FX	Tier 3 On Premise Deployment Service, 6 Remote Setup Days / Up to 15 Days Onsite (Project/ Training)	1	\$48,900.00		\$46,025.42	\$46,025.42
591GVS000035	Mounting Bracket (visor) - Frnt Camera & Display (CU-D50) 2020 Interceptor	32	\$89.00		\$74.99	\$2,399.68
<b>NOTE</b>						
<b>NOTE</b>	Signature for approval					

<b>Subtotal</b>	\$478,578.60
<b>Shipping Cost</b>	\$0.00
<b>Tax (%)</b>	\$0.00
<b>Total</b>	\$478,578.60

Return Policy: <https://www.keltekinc.com/return-policy/>  
 State Contracts: <https://www.keltekinc.com/state-contract/>  
 Service Rates: <https://www.keltekinc.com/service/>





# Estimate

#5835

205 N High St  
 PO Box 14  
 Baxter IA 50028  
 United States  
 641-227-2222  
 sales@keltekinc.com

05/20/2024

**Bill To**

Lt. Billy Taylor  
 West Des Moines Police  
 250 Mills Civic Pkwy  
 West Des Moines IA 50265  
 United States

**Ship To**

West Des Moines Police  
 250 Mills Civic Pkwy  
 West Des Moines IA 50265  
 United States

**TOTAL**

**\$11,698.44**

Expires: 08/18/2024

**Sales Rep**

Joel Wilkerson

**Customer No.**

344

**Primary Contact**

Jody Hayes

**Shipping Method**

Bestway

Item	Description	Quantity	MSRP	Discount	Rate	Amount
<b>CONTACT</b>	Jody Hayes jody.hayes@wdm.iowa.gov (515) 222-3321					
<b>NOTE</b>	6 additional BC4Ks and accessories for their Public Works - Animal Control and Code Enforcement.					
<b>CAMERA BWC</b>	-----					
OVWX4XXXXX3	Getac BC-04-4K BWC DEVICE 128 GB+ UHD/FHS/HD/WVCA, WIFI+GPSPBLE, 3 YEAR WARRANTY, 3 YEAR BATTERY WARRANTY.	6	\$1,100.00		\$956.56	\$5,739.36
ORB363	Body Worn Camera Magnetic (Double-Sided) Mount	6	\$89.53		\$80.82	\$484.92
ORB46X	GETAC VIDEO SOLUTIONS INC.:Body Worn Camera (BC-04), magnetic quick release charging USB cable (3.28 ft)	6	\$44.20		\$39.00	\$234.00
GVS-OD4C3U	8 PORT MULTIDOCK (MD-04), INCLUDES 150W AC ADAPTER (US), 3 YEAR WARRANTY	1	\$1,048.79		\$907.20	\$907.20
<b>CAMERA - PROFESSIONAL SERVICES</b>	-----					
OWC01M	Getac Enterprise Video Licns Software Maint (Per Client Device, Per Month)	216	\$26.00		\$20.06	\$4,332.96
					<b>Subtotal</b>	\$11,698.44
					<b>Shipping Cost</b>	\$0.00
					<b>Tax (%)</b>	\$0.00
					<b>Total</b>	\$11,698.44

Return Policy: <https://www.keltekinc.com/return-policy/>  
 State Contracts: <https://www.keltekinc.com/state-contract/>  
 Service Rates: <https://www.keltekinc.com/service/>



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

**DATE: June 3, 2024**

**ITEM:** Motion - Approve the Purchase Quote between the City of West Des Moines Police Department and Motorola Solutions.

**FINANCIAL IMPACT:** Expense of \$375,893.12 to be paid from available funds in the police department operating budget.

**BACKGROUND:**

The police department is seeking to purchase a total of seventy-four (74) radios which will consist of: thirty-two (32) APX8500 All Band MP Mobile In-Car Radios and forty-two (42) APX 8000 Series hand-held radios to replace the Police Department's current radios, which will be going out of service by Motorola Solutions. This service change necessitates the need for moving to the 8000 and 8500 series of radios.

The Council is being asked to approve the purchase of the new APX8500 and APX8000 Series of in-car and hand-held radios from Motorola Solutions. The police department researched and found this company demonstrates the ability to have a clear understanding of this product and how this product can meet the needs of the Police Department. Motorola Solutions was selected as we have worked with this company in the past and know them to be a professional and reputable company that has worked with several of the state's other law enforcement agencies.

The City retains professional service providers based on their past work experience, qualifications of their staff, familiarity with the project, available staff and past performance. Once a firm had been selected based on the criteria, City staff negotiated a fee with the service provider for performing the desired scope of services.

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

**RECOMMENDATION:** Approve the purchase of a total of seventy-four (74) radios which will consist of: thirty-two (32) APX8500 All Band MP Mobile In-Car Radios and forty-two (42) APX 8000 Series hand-held radios.

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

**STAFF REVIEWS**

Department Director	Chris Scott, Chief of Police
Appropriations/Finance	Tim Stiles, Finance Director <i>CA for TS</i>
Legal	Jessica Grove, Deputy City Attorney
Agenda Acceptance	<i>JS</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance & Administration		
Date Reviewed			
Recommendations	Yes	No	NA



WEST DES MOINES POLICE DEPT, CITY OF

(42) APX8000 Portable

05/15/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.





QUOTE-2640084

05/15/2024

WEST DES MOINES POLICE DEPT, CITY OF  
W DES MOINES POLICE DEPT, CITY OF  
P O BOX 65320  
WEST DES MOINES, IA 50265

RE: Motorola Quote for (42) APX8000 Portable

Dear Brent Kock,

Motorola Solutions is pleased to present WEST DES MOINES POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WEST DES MOINES POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kelly Milligan at [kellym@tektotek.com](mailto:kellym@tektotek.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kelly Milligan

Motorola Solutions Manufacturer's Representative



QUOTE-2640084  
(42) APX8000 Portable

Billing Address:  
WEST DES MOINES POLICE  
DEPT, CITY OF  
W DES MOINES POLICE DEPT,  
CITY OF  
P O BOX 65320  
WEST DES MOINES, IA 50265  
US

Quote Date:05/15/2024  
Expiration Date:07/14/2024  
Quote Created By:  
Kelly Milligan  
kellym@tektotek.com  
  
End Customer:  
WEST DES MOINES POLICE DEPT, CITY  
OF  
Brent Kock  
brent.kock@wdm.iowa.gov  
515-222-3357  
  
Contract: 22547 - STATE OF IOWA, IA  
MA 4936-15

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	42	\$7,774.00	\$3,887.00	\$163,254.00
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	42	\$6.00	\$3.00	\$126.00
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	42	\$567.00	\$283.50	\$11,907.00
1c	QA09011AA	ALT: (7-800) ANTENNA (NAF5085)	42	\$26.00	\$13.00	\$546.00
1d	Q361AN	ADD: P25 9600 BAUD TRUNKING	42	\$330.00	\$165.00	\$6,930.00
1e	QA00580AA	ADD: TDMA OPERATION	42	\$495.00	\$247.50	\$10,395.00
1f	Q15AJ	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	42	\$879.00	\$98.00	\$4,116.00
1g	QA05509AA	DEL: DELETE UHF BAND	42	-\$800.00	-\$800.00	-\$33,600.00
1h	QA05508AA	DEL: DELETE VHF BAND	42	-\$800.00	-\$800.00	-\$33,600.00
1i	QA09008AA	ADD: GROUP SERVICES	42	\$165.00	\$82.50	\$3,465.00
1j	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	42	\$814.00	\$90.00	\$3,780.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	H38BS	ADD: SMARTZONE OPERATION	42	\$1,650.00	\$825.00	\$34,650.00
1l	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	42	\$110.00	\$12.00	\$504.00
1m	HA00025AH	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE	42	\$578.00	\$578.00	\$24,276.00
1n	QA07680AA	ADD: MULTI SYSTEM OTAR	42	\$165.00	\$82.50	\$3,465.00
1o	H301CN	DEL: DELETE BELT CLIP/ BASIC CARRY	42	-\$10.00	-\$5.00	-\$210.00
1p	QA09113AB	ADD: BASELINE RELEASE SW	42	\$0.00	\$0.00	\$0.00
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	42	\$188.27	\$137.44	\$5,772.48
3	PMMN4136B	ACCESSORY KIT,XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB	42	\$486.00	\$354.78	\$14,900.76
4	LSV01Q00387A	ASTRO TECHNICAL ASSISTANCE	42	\$72.50	\$72.50	\$3,045.00

**Grand Total**
**\$223,722.24(USD)**
**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



<b>Purchase Order Checklist</b>	
<b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</b>	
<b>PO Number/ Contract Number</b>	
<b>PO Date</b>	
<b>Vendor = Motorola Solutions, Inc.</b>	
<b>Payment (Billing) Terms/ State Contract Number</b>	
<b>Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name</b>	
<b>Bill-To Address</b>	
<b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>	
<b>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )</b>	
<b>PO Amount must be equal to or greater than Order Total</b>	
<b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>	
<b>Bill To Contact Name &amp; Phone # and EMAIL for customer accounts payable dept</b>	
<b>Ship To Contact Name &amp; Phone #</b>	
<b>Tax Exemption Status</b>	
<b>Signatures (As required)</b>	



## WEST DES MOINES POLICE DEPT, CITY OF

(32) APX8500 Mobile

05/15/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.



QUOTE-2641316

05/15/2024

WEST DES MOINES POLICE DEPT, CITY OF  
W DES MOINES POLICE DEPT, CITY OF  
P O BOX 65320  
WEST DES MOINES, IA 50265

RE: Motorola Quote for (32) APX8500 Mobile  
Dear Brent Kock,

Motorola Solutions is pleased to present WEST DES MOINES POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WEST DES MOINES POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kelly Milligan at [kellym@tektotek.com](mailto:kellym@tektotek.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kelly Milligan

Motorola Solutions Manufacturer's Representative



QUOTE-2641316  
(32) APX8500 Mobile

Billing Address:  
WEST DES MOINES POLICE  
DEPT, CITY OF  
W DES MOINES POLICE DEPT,  
CITY OF  
P O BOX 65320  
WEST DES MOINES, IA 50265  
US

Quote Date:05/15/2024  
Expiration Date:07/14/2024  
Quote Created By:  
Kelly Milligan  
kellym@tektotek.com  
  
End Customer:  
WEST DES MOINES POLICE DEPT, CITY  
OF  
Brent Kock  
brent.kock@wdm.iowa.gov  
515-222-3357  
  
Contract: 22547 - STATE OF IOWA, IA  
MA 4936-15

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	32	\$5,893.68	\$2,946.84	\$94,298.88
1a	GA09008AA	ADD: GROUP SERVICES	32	\$165.00	\$82.50	\$2,640.00
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	32	\$6.00	\$3.00	\$96.00
1c	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	32	\$879.00	\$75.00	\$2,400.00
1d	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	32	\$480.00	\$480.00	\$15,360.00
1e	G996AS	ENH: OVER THE AIR PROVISIONING	32	\$110.00	\$55.00	\$1,760.00
1f	GA00580AA	ADD: TDMA OPERATION	32	\$495.00	\$247.50	\$7,920.00
1g	GA01575AA	ADD: MINI-U TO QMA ADAPTER CABLE	32	\$28.00	\$14.00	\$448.00
1h	G51AT	ENH:SMARTZONE	32	\$1,650.00	\$825.00	\$26,400.00
1i	GA01620AA	ADD: MULTI SYSTEM OTAR	32	\$165.00	\$82.50	\$2,640.00
1j	GA05508AA	DEL: DELETE VHF BAND	32	-\$800.00	-\$800.00	-\$25,600.00
1k	GA05509AA	DEL: DELETE UHF BAND	32	-\$800.00	-\$800.00	-\$25,600.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	32	\$0.00	\$0.00	\$0.00
1m	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	32	\$814.00	\$75.00	\$2,400.00
1n	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	32	\$66.00	\$33.00	\$1,056.00
1o	G89AC	ADD: NO RF ANTENNA NEEDED	32	\$0.00	\$0.00	\$0.00
1p	G444AH	ADD: APX CONTROL HEAD SOFTWARE	32	\$0.00	\$0.00	\$0.00
1q	G67EH	ADD: REMOTE MOUNT E5 MP	32	\$327.00	\$163.50	\$5,232.00
1r	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	32	\$0.00	\$0.00	\$0.00
1s	G806BL	ENH: ASTRO DIGITAL CAI OP APX	32	\$567.00	\$283.50	\$9,072.00
1t	GA01670AA	ADD: APX E5 CONTROL HEAD	32	\$717.00	\$358.50	\$11,472.00
1u	W22BA	ADD: STD PALM MICROPHONE APX	32	\$79.00	\$39.50	\$1,264.00
1v	G361AH	ENH: P25 TRUNKING SOFTWARE APX	32	\$330.00	\$165.00	\$5,280.00
1w	QA09113AB	ADD: BASELINE RELEASE SW	32	\$0.00	\$0.00	\$0.00
2	LSV00Q00202A	DEVICE PROGRAMMING	32	\$76.00	\$76.00	\$2,432.00
3	LSV00Q00203A	DEVICE INSTALLATION	32	\$350.00	\$350.00	\$11,200.00

**Grand Total**
**\$152,170.88(USD)**
**Notes:**

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 Motorola Solutions, Inc. 500 West Monroe, United States - 60661 - #: 36-1115800

<b>Purchase Order Checklist</b>	
<b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</b>	
<b>PO Number/ Contract Number</b>	
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<b>Bill-To Name on PO must be equal to the Legal Bill-To Name</b>	
<b>Bill-To Address</b>	
<b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>	
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<b>Tax Exemption Status</b>	
<b>Signatures (As required)</b>	

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

DATE: June 3, 2024

**ITEM:** Approving the Contract between the City of West Des Moines Police Department and TI Training LE, LLC (Scenario Based Simulator)

**FINANCIAL IMPACT:** The implementation of this contract would consist of an initial term of twenty-four (24) months with a cost of \$55,000 due every 12-month period, due upon anniversary of installation. An optional renewal term would be for twelve (12) months, up to a total of sixty (60) months at a cost of \$55,000 every 12-month period, due upon anniversary of installation.

**BACKGROUND:** In 2019, the WDM Police Department began using an on-site scenario-based training simulator. This training focuses on de-escalation, less than lethal force (ie. pepper spray, taser, bean-bags), and lethal force scenarios. It also provides various target shooting options. The simulator is used frequently by our officers and staff. Public Safety agencies in central Iowa have also used this valuable training tool.

We are currently using the VIRTRA system which is coming to the end of our rental agreement. The selection process for the possibility of moving to a new vendor included a Zoom meeting with four representatives from Virtra, a second Zoom call with vendor DART MAX, visiting booths at the International Chief's of Police Conference for Lasershot, MILO and V-Armed. None of these systems met our specifications or needs. Following all this research, we found that only one system possessed the capability to meet the current and future needs of the department.

**RECOMMENDATION:** Authorize the Chief of Police to execute the contract with TI Training LE, LLC.

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

**STAFF REVIEWS**

Department Director	Chris Scott, Chief of Police
Appropriations/Finance	Tim Stiles, Finance Director <i>OK for TS</i>
Legal	Jessica Grove, Deputy City Attorney
Agenda Acceptance	<i>AF</i>

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)			
Published In		Committee	Finance & Administration		
Dates(s) Published		Date Reviewed			
		Recommendations	Yes	No	NA



**SOLE SOURCE/SINGLE SOURCE PROCUREMENT JUSTIFICATION  
FORM**

Date: 5/17/24

City Contact: Jody Hayes Department: Police

Phone: 515-222-3317 Email: jody.hayes@wdm.iowa.gov

**PRODUCT & SUPPLIER INFORMATION**

Product or Service: TI Training Scenario Based Simulator

Product Manufacturer: TI Training

Supplier of 'Sole' Product/Service: TI Training

**PROCUREMENT QUESTIONS**

What other product suppliers or service providers have been evaluated to demonstrate that a good faith effort has been made in seeking other sources? (Please furnish/attach names, addresses and other documentation.)

The selection process included several other product evaluations: Virtra Simulators out of Arizona.  
We conducted a Zoom meeting with four representatives from their team. A second vendor was DART MAX out of  
Lake Mary, Florida. Kelvin and I conducted a Zoom meeting with one of the owners. We also visited booths  
while at the ICAP Conference witness the options for Lasershot out of Stafford,  
Texas, MILO out of Ann Arbor, Michigan, and V-ARMED. These systems did not meet our specifications  
or needs. Kelvin also assisted me with a RFI to ensure there were no other vendors we were missing  
that could meet our specification needs.

What specifications make this product or service unique and unavailable from other sources?

A LED Wall system vs a Projector system was a main difference. The LED wall provides a much better  
experience than the projector option. Also, not found as a viable option in any of the other systems was  
TI Trainings ability to also serve a Real-Time Crime Center function which is a relatively new technology concept  
in the Law Enforcement world.

How did you determine that there was only one source for the product or service?

By viewing/witnessing the other systems and speaking to representatives from their organizations.  
Also, by Kelvin sending out the RFI for all vendors to have a equal opportunity to contact us and showcase  
their product. No others were found.





**SOLE SOURCE/SINGLE SOURCE PROCUREMENT JUSTIFICATION  
FORM**

What product supplier or service provider has your department used until now to satisfy similar requirements?

We have had our Virtra simulator for five years. Technology advancements have allowed TI Training to surpass Virtra's capabilities. It is a much better product with multiple applications that Virtra can not match.

Explain the efforts that were made to conduct a noncompetitive negotiation to obtain the best possible price for the taxpayer's dollar:

We negotiated a purchase price with one year warranty to a rental agreement with a full five year warranty. The first annual rental price offered was \$63K per year with a five year contract. We negotiated a two year contract with an additional three available, at our descretion, for 55K which is less than we were paying for our current Virtra system which is outdated.

**DOCUMENTATION NOTES & REQUIREMENTS**

Purchase price less than **\$5,000**, complete this form and keep a copy in the department purchase file.

Purchase price is greater than or equal to **\$5,000** and less than **\$99,999**, electronically submit this form with your Purchase Order Request Form. Purchasing will copy this information and insert it into the purchase order.

Purchase price is **\$100,000** or greater, submit this form with your cover sheet and resolution for council approval.

In all of the above scenarios, the department is required to obtain their Department Director's signature on this form and keep it on file either in the hard copy procurement file or the electronic procurement file.

*If you have any questions, please contact Purchasing Coordinator.*

**SIGNATURES**

City Contact Signature: \_\_\_\_\_

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

Department Director  
Signature for Approval: \_\_\_\_\_

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



TI TRAINING LE, LLC

**RECON SIMULATOR  
EQUIPMENT AND SERVICES CONTRACT**

THIS AGREEMENT is made by and between Ti Training LE, LLC, subsidiary of Table Mountain Group, LLC, a Colorado limited liability company, with offices at 4680 Table Mountain Drive, Suite 150, Golden, CO 80403 ("TI") and West Des Moines Police Department, located at 250 Mills Civic Parkway, P.O. Box 65320, West Des Moines, IA, 50265 ("Customer"), (collectively, the "Parties"), with an "Effective Date" as of the date signed and accepted by the Customer.

**WITNESSETH:**

WHEREAS, TI is the creator and owner of, certain firearms, use of force, and de-escalation interactive training simulations systems and related accessories commercially known as Training Lab and RECON (the "System");

WHEREAS, TI offers Systems available to customers for purchase or through use contracts.

WHEREAS, Customer desires to enter into a use and services use contract ("Contract") for such System, and;

WHEREAS, TI desires to provide the System and continued support and service to Customer and Customer desires to obtain System inclusive of continued support and service of the Contract solely in accordance with the terms and conditions set forth in this agreement.

WHEREAS, the following Exhibits are incorporated into this Agreement and by extension are material to the Agreement.

- Exhibit A: Contract Summary
- Exhibit B: Hardware List
- Exhibit C: Customer Acceptance Form



Table Mountain Group, LLC  
4680 Table Mountain Drive, Suite 150, Golden, CO 80403  
P: 303-414-3555, F: 303-414-3556



NOW, THEREFORE, in consideration of the agreements set forth in herein, the Parties, each intending to be legally bound hereby, do promise and agree as follows.

### 1. DEFINITIONS

- A. **"Content"** shall mean any and all multimedia files provided by TI to be used in conjunction with the Software.
- B. **"Documentation"** shall mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to Customer by TI in connection with the Software.
- C. **"Hardware"** shall mean the computer (including all 3<sup>rd</sup> party software loaded onto the computer) and all associated components, peripherals, and accessories listed in Exhibit A.
- C. **"Contract Price"** shall mean the price paid by Customer to TI in exchange for use of the Hardware and a license to use the Software.
- D. **"Software"** shall mean the computer programs in machine readable object code form commercially known as "TRAINING LAB" and "RECON" as well as other related titles any subsequent error corrections or updates supplied to Customer by TI pursuant to this Agreement.
- E. **"System"** shall mean the simulator (RECON) composed of the Hardware, Software, and Documentation.
- F. **"Term"** shall mean the period of performance for the agreement as set forth in Exhibit B.

### 2. CONTRACT OF HARDWARE

In exchange for the Contract Price, TI hereby provides for use to Customer all usage rights to the Hardware including all associated licenses to any third-party software used in conjunction with the Hardware for the duration of the Term.

### 3. LICENSE GRANT

A. In consideration of the Contract Price, and conditioned on Customer's continued compliance with this agreement, TI hereby grants to Customer a perpetual, fully paid up, nonexclusive license to utilize the Software solely in conjunction with the Hardware for the duration of the Term. Customer is not granted any right to sublicense any of the rights contained herein, or allow third party access to the System by personnel not associated with Customer without express written consent of TI. As a Contract for use, all hardware, accessories, collectively "Assets" are the property of TI and contracted for use by the Customer.

B. The use of the Software is governed by an End User License Agreement ("EULA") available on the System. Customer and its designated personnel hereby agree that the use of the software signifies Customer and its employees consent to be bound by the EULA.



Table Mountain Group, LLC  
4680 Table Mountain Drive, Suite 150, Golden, CO 80403  
P: 303-414-3555, F: 303-414-3556



#### 4. DELIVERY

TI shall contact Customer to arrange for delivery of the System upon receipt of the signed Agreement after such a time that TI is able to arrange the required logistics to complete delivery. Delivery of the system shall be within no less than 15 days from the effective date of this agreement and no more than 90 days, notwithstanding the backorder of accessories. TI shall schedule setup, installation, and training at a mutually agreed upon date once the delivery expectations are known. TI reserves the right to complete setup and training of the System prior to the delivery of all backordered accessories. The Term of the Contract will begin upon setup and training.

#### 5. IMPLEMENTATION AND MODIFICATIONS

A. *System Setup.* TI is the manufacturer and ships the system including on-site setup and use instruction. A TI Certified trainer or trainers will come on site to assemble, install, or otherwise setup the System and subsequently provide user instruction to the Customers personnel. The trainer cannot perform any electrical or structural changes to the facility. If any building modifications are necessary, Customer is required to schedule the required licensed trade technicians to perform the related work. Upon the satisfactory set up of the system, Customer will execute the System Acceptance form provided by TI and substantially, Exhibit C.

Modification of Hardware. TI has provided a turnkey System comprised of highly technical components. If the Customer modifies, disassembles or alters the System configuration TI is not responsible for the reliability of the system and Customer will be responsible for the cost of repairs to the System.

6. **INTEGRATION WITH OTHER SOFTWARE.** The Software shall not be integrated with any other software absent TI's express consent to such integration in writing. Any integration of the Software with any other software program must be completed by TI. The System is designed to be a standalone computer and shall not be connected by the Customer to any network or internet. The only exception is the use of Projectors OR LED Wall systems for alternative viewing purposes, which the Customer is required to use a separate computer and input into the Projector or LED Wall system to facilitate. Customer agrees that it will not grant any third-party access to the Software for any purpose including, but not limited to access for integration purposes. Customer represents and warrants that it will not, on its own or without the participation of TI, devise any automated means to query the Software and transfer data (including any Content) to or for use with another software program. Any integration with other software packages will be done by TI on a time and materials basis and will be done in relation to a SOW signed by Customer and TI and shall become part of this Agreement.



Table Mountain Group, LLC  
4680 Table Mountain Drive, Suite 150, Golden, CO 80403  
P: 303-414-3555, F: 303-414-3556





## 7. SUPPORT

A. *Technical Support.* TI will provide technical support to Customer's personnel. Support shall be available during TI's normal business hours. After hours phone support is available on a call-back basis and a technician will be notified for call backs.

B. *Error Corrections and Updates.* Provided Customer is not in material breach of this agreement TI will provide Customer with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent any patches, fixes or other updates are or become available in accordance with TI's release schedule. All such error corrections, bug fixes, patches, updates or other modifications shall be the sole property of TI.

## 8. COPIES

A. *Printed Matter.* Except as specifically set forth herein, no Software or Documentation which is provided by TI pursuant to this Agreement in human readable form, such as written or printed documents, shall be copied in whole or in part for the purpose of outside distribution beyond the Customer personnel by Customer without TI's prior written agreement. Additional copies of printed materials may be obtained from TI at the charges then in effect.

B. *Machine Readable Matter.* Except as specifically set forth herein, any Software provided in machine readable form may not be copied by Customer in whole or in part, except for Customer's backup or archive purposes. Customer agrees to maintain appropriate records of the number and location of all copies of the Software and make such records available upon TI's request. Customer further agrees to reproduce all copyright and other proprietary notices on all copies of the Software in the same form and manner that such copyright and other proprietary notices are originally included on the Software.

## 9. CONTRACT PAYMENT

In exchange for the Contract to use the System (including the licenses granted herein) Customer shall pay TI the Contract Price as outlined in the terms and conditions in Exhibit B. All amounts payable hereunder by Customer shall be payable in United States funds without deductions for taxes, assessments, fees, or charges of any kind. Checks shall be made payable to Ti Training LE, LLC or otherwise Ti Training and shall be forwarded to the TI at the above address. Wire and ACH/EFT instructions are available for electronic payments. Any work performed beyond the scope of this agreement shall be subject to a prior Estimate and shall be Invoiced upon issuance of a Purchase Order and shall be due within 30 days of receipt of an invoice by TI. Customer has the option to purchase additional accessories or add additional services either by Purchase Order or



Table Mountain Group, LLC  
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P: 303-414-3555, F: 303-414-3556



prepayment. Any invoices not paid within 60 days of the date of the invoice shall accrue interest at the rate of 1.5% per month compounded monthly. Nonpayment of any fees contemplated by this Agreement shall constitute a material breach of the Agreement.

## 10. PROTECTION OF SOFTWARE & CONTENT

A. *Proprietary Notices.* Customer agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software, Content, Marketing Material or output generated by the Software, and to reproduce and include same on each copy of the Software and Content.

B. *No Reverse Engineering.* Customer agrees not to modify, reverse engineer, disassemble, or decompile the Software, Content, or any portion thereof.

C. *Ownership.* Customer further acknowledges that all copies of the Software and Content in any form provided by TI or made by Customer are the sole property of TI and/or its suppliers. Customer shall not have any right, title, or interest to any such Software, Content or copies thereof except as provided under the terms of use in this Agreement, and further shall secure and protect all Software, Content and Documentation consistent with maintenance of TI's proprietary rights therein.

## 11. CONFIDENTIALITY

A. *Acknowledgement.* Customer hereby acknowledges and agrees that the Software and Documentation constitute and contain valuable proprietary products and trade secrets of TI and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Customer agrees to treat (and take precautions to ensure that its personnel treat) the Software and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below.

B. *Maintenance of Confidential Information.* Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use of disclosure to others not parties to this Agreement of such confidential information as can be established to: (1) have been known publicly; (2) have been known generally in the industry before communication by the disclosing party to the recipient; (3) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing



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P: 303-414-3555, F: 303-414-3556



party; (4) have been known otherwise by the recipient before communication by the disclosing party; (5) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information, or (6) except as required by law to be disclosed.

C. *Injunctive Relief.* Customer acknowledges that the unauthorized use, transfer or disclosure of the Software and Documentation or copies thereof will: (1) substantially diminish the value to TI of the trade secrets and other proprietary interests that are the subject of this Agreement; (2) render TI's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If Customer breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, TI shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

D. *Survival.* Customer's obligations under this Section will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

## 12. WARRANTIES; SUPERIOR RIGHTS

A. *Ownership.* Except for any rights as set forth herein, TI represents its belief that it is the owner of the entire right, title, and interest in and to Software and Content and that it has the sole right to grant licenses there under, and that it has not knowingly granted licenses there under to any other entity that would restrict rights granted hereunder except as stated herein.

B. *Limited Warranty.* The System is warranted to Customer to be free from defects in material and workmanship for a period consistent with the Term of this Agreement.

C. *Limitations.* TI does not warrant: (a) defects caused by failure to operate the System in a suitable operating environment within the System's rated capacity and limits; (b) damage due to use of the System for purposes or with equipment other than those for which it was designed, (c) damage caused by disasters and accidents such as but not limited to fire, flood, wind, rain, lightning, negligence, over-temperature, over-voltage, or misapplication of electrical power; (d) damage caused by unauthorized attachments, modification and repair to System's software or hardware including but not limited to the use of any software on the System that has not been specifically approved by TI in writing, the insertion or removal of circuit or peripheral boards without express approval from TI in writing, and the insertion or removal of any I/O connectors when the System is powered without express approval from TI (e) normal wear and tear or cosmetic damage to the product; (f) damage due to improper maintenance; (g) any other abuse, misuse, neglect,



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mishandling, alteration, or faulty installation by the Customer; and (h) compatibility with other components or electrical devices.

D. *Damage; negligence.* Customer as a Contract User of the System, warrants that Customer is responsible for any damage to the simulator and related assets and as such will provide TI financial recovery of the assets should the System within Customer facility be damaged due to negligence, misuse, as well as reasonable environmental conditions within Customer control such as but not limited to over-temperature, over-voltage, or misapplication of electrical power. Customer is not liable in the event of disasters and accidents such as but not limited to fire, flood, wind, rain, or lightning.

E. *Notification of TI.* If the Customer discovers within the Term of a failure of the System to conform to specifications or a defect in material or workmanship, it must promptly notify TI in writing within seven days of the discovery. Within a reasonable time after both notification and the timely return of the System or defective parts associated therewith carriage paid to TI, TI will correct any defect in material or workmanship, with either new or used replacement parts provided TI is satisfied that the failure was due to a defect in workmanship or material and not because of any reason indicated in the preceding paragraph C. User-level repairs conducted by or for the Customer that are not under the express direction of TI whether to hardware or software is prohibited under this Agreement.

F. *Disclaimer of Warranties.* TI DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE, CONTENT AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY TI. THERE ARE NO OTHER WARRANTIES RESPECTING THE SOFTWARE AND DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF TI HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF TI IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF TI AS SET FORTH HEREIN.

### 13. INDEMNIFICATION

A. TI shall indemnify, hold harmless and defend Customer against any action brought against Customer to the extent that such action is based on a claim that the unmodified Software, when used in accordance with this Agreement, infringes a United States copyright and TI shall pay all costs, settlements and damages finally awarded; provided, that Customer promptly notifies TI in writing of any claim, gives TI sole control of the defense and settlement thereof and provides all



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reasonable assistance in connection therewith. If the Software is finally adjudged to so infringe, or in TI's opinion is likely to become the subject of such a claim, TI shall, at its option, either: (1) procure for Customer the right to continue using the Software (2) modify or replace the Software to make it non-infringing, or (3) refund the fee paid, less reasonable depreciation, upon return of the Software. TI shall have no liability regarding any claim arising out of: (a) use of other than a current, unaltered release of the Software unless the infringing portion is also in the then current, unaltered release, (b) use of the Software in combination with non-TI software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the Software not specifically authorized in writing by TI or (d) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF TI AND THE EXCLUSIVE REMEDY FOR CUSTOMER RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE SOFTWARE.

B. Except for the foregoing infringement claims, Customer shall indemnify and hold harmless TI, their officers, agents and employees from and against any claims, demands, or causes of action whatsoever resulting from Customer's use of the System, including without limitation those arising on account of Customer's modification or enhancement of the Software or otherwise caused by, or arising out of, or resulting from, the exercise, practice and use of the System and the licenses granted hereunder by Customer, its personnel, any peripheral agencies, related officers, agents or representatives.

#### 14. TERM; TERMINATION

This Agreement shall remain in force for an initial period of twenty-four (24) months (the "Initial Term" and also "Term"), beginning on the date on which setup and installation begins at the Customer facility. After the Initial Term, and this agreement shall automatically renew for additional periods of twelve (12) months (each a "Renewal Term" and also "Term") unless the Customer provides TI with written notice in letter or email form at least thirty (30) days prior to the end of the active Term, as the Initial Term and any subsequent Renewal Term shall be considered the "Term" of the Contract.

The Contract shall have no more than 3 Renewal Terms and the Contract shall automatically terminate after sixty (60) total months unless terminated previously by the Customer. Either party may terminate this Agreement on thirty (30) days written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during the thirty (30) days period, the breaching party fails to cure such breach.

#### 15. POST TERMINATION RIGHTS



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Upon expiration after sixty (60) months or prior termination of this Contract by the Customer, all rights granted to Customer under this Agreement shall forthwith terminate and immediately revert to TI and Customer shall discontinue all use of the Software, Content and Documentation. TI will arrange for the removal of all hardware at the Customer facility within sixty (60) days of termination.

#### 16. INDEMNITY

Customer agrees to defend, indemnify and hold TI, its officers, directors, agents and employees, harmless against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through claims of third parties against TI based on Customer's use of the System, except for any actions which invoke TI's indemnity obligations under Paragraph 13 due to intellectual property matters.

#### 17. FORCE MAJEURE

Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

#### 18. NOTICES

A. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested or delivered by a national overnight express service.

B. Either party may change the address to which notice or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph.

#### 19. JURISDICTION AND DISPUTES

A. This Agreement shall be governed by the laws of Iowa.

B. All disputes hereunder shall be resolved in the applicable state or federal courts of Iowa. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

#### 20. AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.



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## 21. WAIVER

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

## 22. SEVERABILITY

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

## 23. ASSIGNABILITY

The license granted hereunder is by and between Customer and TI and may not be assigned by any act of Customer or by operation of law unless in connection with the express consent of TI.

## 24. PRIOR AGREEMENTS

This Agreement, including any EULA's or SOW's promulgated in accordance with this Agreement constitute the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties, whether verbal or written, and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

## 25. WEAPONS HANDLING

TI holds an FFL. This license is for the sole use of transferring live weapons for testing and warranty. All transfers (shipping) of live weapons must be done in accordance with ATF rules and regulations. NO weapon can be shipped to TI without prior approval and accompanied by written authorization.



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

**Ti Training LE, LLC**

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

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

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

**Authorized Representative of:**

**West Des Moines Police Department**

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

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

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

**EXHIBIT A**



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## CONTRACT SUMMARY

<b>Initial Payment:</b>	\$55,000.00 Net 30 upon installation
<b>Contract Price:</b>	\$55,000.00 Annually upon anniversary of installation
<b>Contract Start:</b>	Estimated July 2024
<b>Initial Term:</b>	Twenty-four (24) months
<b>Renewal Term(s):</b>	Twelve (12) months, up to a total of sixty (60) months
<b>Content:</b>	All new general customer scenarios produced each year will be added to the system.
<b>Maintenance:</b>	Annual on-site technician visits to update software, content, and service recoil kits.

All Ti Training simulators and related accessories are covered under use Contract for the full term of the use agreement. See Paragraph 12 of the Agreement for additional information. Ti Training warranties all components of the simulator and related accessories for the Term of the use Contract with repair or product replacement as necessary unless due to Customer negligence or misuse. All repairs are returned to the Customer via ground shipping unless otherwise arranged in advance within 3 business days of receipt of the product or part, notwithstanding backorder constraints due to a third-party manufacturer. All reasonable efforts are made to provide a loaner device or product in the event of unforeseen delays.

All RECON LED Core and RECON LED 180 simulators have the capacity to accept secondary inputs from a computer to function as a Command Center or other multi-purpose media environment. Software for Command Center and other uses must utilize a secondary computer and Ti makes no representations regarding the software capabilities. Inquire with sales to Command Center third-party software options.



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**EXHIBIT B**

**HARDWARE**

Qty.	Product	Description
<b>Simulator</b>		
1	RECON LED 180	33' x 7' LED Wall 180 Simulator, Complete RECON Operators Station, including 950 Preloaded Scenarios, 32" Monitor, all cabling, cameras, and stereo sound. Includes: 2 inert dryfire Blue Guns, 2 IR Flashlights
<b>Accessories</b>		
4	Handgun Recoil Kit	2 – Glock 17, 1 Sig 320, 1 S&W M&P 9mm Drop in recoil kit for handgun, handgun not included.
2	Taser X26P Device	Laser Based Inert Taser X26P Device
2	OC Spray	OC Spray Inert Simulation Canister
2	Rifle Recoil Kit	2 – M16/AR-15 Drop in recoil kit for rifle. Rifle not included.
1	Recoil Refill Station	CO2 Tank and Refill Nozzle for Refill Magazines for recoil kits.
4	Recoil Magazines	2 – Handgun, 2 Rifle Additional Refill Magazines for recoil kits.
1	Shotgun Laser	Drop in laser for Shotguns.



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**EXHIBIT C**

**CUSTOMER ACCEPTANCE FORM**

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

This document has been issued by: \_\_\_\_\_

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

By signing this document, the customer agrees that the delivered RECON System(s) have been set up, calibrated and is performing properly. The customer also acknowledges that they have been given adequate training on the operation of the system and have been satisfactorily briefed on customer support procedures. Additionally, all devices have been delivered and are functioning properly (with any exceptions listed in the sections titled "Back Orders" or "Open Action Items"). This document begins the Subscription Period on the System.

Backorders (w/ ETA): \_\_\_\_\_

Open Action Items (w/ completion information) \_\_\_\_\_



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Ti Training LE, LLC

Representative:

Signature:

Printed Name:

Date:

Authorized Customer

Representative:

Signature:

Name:

Date:



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

**DATE: June 3, 2024**

**ITEM:**

Motion – Approving Purchase of Stream Credits from McCorkle Stream Mitigation Bank  
EP True Parkway – Wendover Lane to South Grand Prairie Parkway  
U.S. Army Corps of Engineers Permit No. CEMVR-RD-2023-1513

**FINANCIAL IMPACT:**

City Staff would like City Council approval to purchase 1,776 stream credits from the McCorkle Stream Mitigation Bank at a total cost of \$44,400.00 based upon U.S. Army Corps of Engineers Permit No. CEMVR-RD-2023-1513 for EP True Parkway – Wendover Lane to South Grand Prairie Parkway. Purchasing stream credits from the White Fox Stream Mitigation Bank (\$29/credit) and the Des Moines River Stream Mitigation Bank (\$50/credit) were also considered, but the McCorkle Stream Mitigation Bank (\$25/credit) offered the least expensive stream credits. All costs for these credits can be paid from account no. 500.000.000.5250.490 using General Obligation Bonds with the ultimate funding intended to come from Tax Increment Financing (TIF) revenue collected from within the Coachlight Urban Renewal Area.

The U.S. Army Corps of Engineers Permit No. CEMVR-RD-2023-1513 for EP True Parkway – Wendover Lane to South Grand Prairie Parkway also required the purchase of 1.87 emergent wetland credits. City Staff have recently completed a debit request for these 1.87 credits from the Voas Wetland Mitigation Bank in which the City previously purchased credits. This action is not being considered as part of this approval process, but is being shared for informational purposes only.

**BACKGROUND:**

The project consists of construction of EP True Parkway from Wendover Lane to South Grand Prairie Parkway. EP True Parkway has a minor arterial street classification and is ultimately projected to consist of a 5-lane undivided urban cross section. Initial construction from Wendover Lane to Bridgewood Boulevard is anticipated to be 3 lanes with the section from Bridgewood Boulevard to South Grand Prairie Parkway to be 5 lanes. No timeline for construction has been established to date as development plans on adjacent property are still being negotiated. Once development plans are solidified, City Staff will negotiate with affected property owners on the possible dedication of street right-of-way and easements necessary to complete the project.

Due to the impacts of the proposed project anticipated on adjacent streams, the City is required by Federal Law to address the impacts. Rather than construct improvements to other existing nearby streams, the City may purchase credits from an approved stream mitigation bank, constructed and maintained by a third party. The City has successfully

purchased stream credits from the McCorkle Stream Mitigation Bank in the recent past at a reasonable rate.

**OUTSTANDING ISSUES:**

None.


**RECOMMENDATION:**

City Council Adopt:

- Motion Approving Purchase of Stream Credits from the McCorkle Stream Mitigation Bank.

**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, City Attorney
Agenda Acceptance	

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE INFORMED**

Committee	Public Services
Date Informed	May 28, 2024
No Deliberation or Action Taken	

## Stream Mitigation Bank Credit Purchase Agreement

This Stream Mitigation Bank Credit Purchase Agreement (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between Jeffrey Dane McCorkle, referred to herein as "Sponsor", and the City of West Des Moines, or its assignee referred to herein as "Permittee".

### AGREEMENT

NOW, THEREFORE, in consideration of the Credits, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Credits. Sponsor has an approved Banking Instrument, referred to herein as the "McCorkle Stream Mitigation Bank", issued by the Army Corps of Engineers authorizing the issuance of stream mitigation banking credits to offset losses of streams and unavoidable adverse impacts on a permitted project, Permit No. CMVR-OD-P-2019-1101. The permitted project is pursuant to the Army Corps' of Engineers' Permit No. CEMVR-RD-2023-1513 for the EP True Parkway Extension Project, referred to herein as the Permitted Project, to be performed pursuant to a §404 permit, which permit is referred to herein as the "Permit". The permit provides for the mitigation of permanent and unavoidable adverse impacts from the Permitted Project allowed by the Permit, by purchasing 1776 credits in the McCorkle Stream Mitigation Bank (Permit No. CMVR-OD-P-2019-1101). Sponsor represents it has good title to the Credits and the authority to transfer them without the consent of any third party.

2. Purchase Price. To satisfy the Permit requirements, Permittee agrees to purchase, and the Sponsor agrees to sell 1776 credits of stream mitigation credits in the McCorkle Stream Mitigation Bank for the purchase price of \$44,400.00 (the "Purchase Price"). The Purchase Price is payable in full upon signing the Agreement.

3. Transfer of Credits. Upon receipt by the Sponsor of the Purchase Price in immediately available U.S. currency, the Sponsor shall transfer to the Permittee Certificate No. 14, herein referred to as Certificate, evidencing the Credits and documenting payment of the Purchase Price. It is the sole duty of the Permittee to notify the U.S. Army Corps' of Engineers of the Certificate issuance.

4. The permittee agrees that the Permittee is not purchasing any real estate interest in the real estate containing the McCorkle Stream Mitigation Bank. The purchase is only of the Credits as specified above.

5. The Permittee agrees that the Sponsor has no responsibility or liability for any failure of the Permittee to comply with the terms of the Permit and the Permittee agrees to indemnify and hold harmless the Sponsor to the fullest extent permitted by law from and against any and all losses, damages, judgments, and expenses that the Sponsor may incur on account of any activity of the Permittee associated with the Permit and the Permitted Project.

6. Permittee agrees and understands that these credits may not be assigned to anyone without the Sponsor's prior written approval, which approval may be withheld by the Sponsor for any reason or no reason.

7. The parties agree that this agreement represents their entire agreement and incorporates and supersedes any or all agreements or discussions.

8. This Agreement may be executed in any number of counterparts, which, when taken together, shall constitute a complete and original instrument.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeffrey Dane McCorkle, Sponsor

\_\_\_\_\_  
City of West Des Moines

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

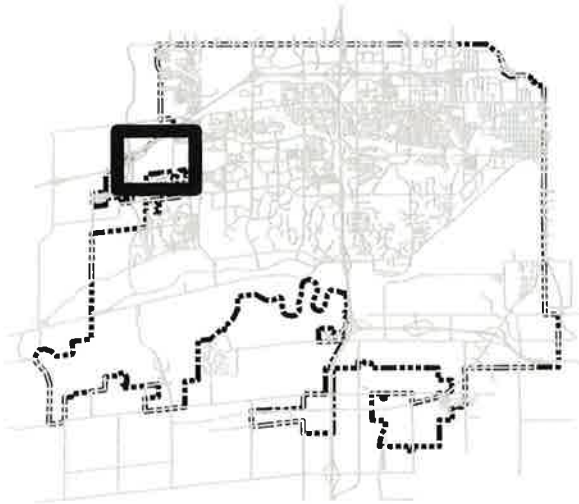
Its: \_\_\_\_\_



**VICINITY MAP**

**LEGEND**

PROJECT LOCATION



PROJECT:

**EP True Pkwy, Wendover Ln to South Grand Prairie Pkwy**

LOCATION:

**Exhibit "A"**

DRAWN BY: JPM

DATE: 5/28/2024

PROJECT NUMBER/NAME: 0510-050-2022

SHT. 1 of 1



# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**ITEM:** Approving Interfund Transfers

**DATE:** June 3, 2024

**FINANCIAL IMPACT:** None

**BACKGROUND:** Effective April 13, 2019, an update to the Iowa Administrative Rules Code 545-2 now requires greater disclosures for all interfund transfers including the amount, purpose, and originating and receiving fund. The Finance Department continually reviews the status of the City's General, Road Use Tax, Tax Increment Financing, Capital Project, Debt Service, Local Option Sales Tax and Enterprise Funds.

The City of West Des Moines did adopt transfer amounts in the FY 23-24 Budget and Exhibit A represents transfers to be authorized for the fiscal year ended June 30, 2024.

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

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

### STAFF REVIEWS

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

### PUBLICATION(S) (if applicable)

Published In	Not required
Dates(s) Published	

### SUBCOMMITTEE REVIEW (if applicable)

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

## **RESOLUTION AUTHORIZING TRANSFER OF FUNDS**

**WHEREAS**, the City of West Des Moines did adopt transfer amounts in the FY 2023-2024 Budget; and

**WHEREAS**, Exhibit A represents the transfers to be authorized at this time.

**THEREFORE, BE IT RESOLVED BY THE CITY OF WEST DES MOINES, IOWA**, that the Accounting Manager be instructed to transfer the appropriate amounts to each fund for the purpose stated in Exhibit A attached.

**PASSED AND APPROVED** this 3rd day of June, 2024.

---

Russ Trimble, Mayor

ATTEST:

---

Ryan T. Jacobson, City Clerk

**EXHIBIT A**

#	From	Fund #	To	Fund #	Amount	Purpose
1	Hotel/Motel	160	MidAmerican Energy RecPlex	692	831,100.00	2019F 06-24 Principal & Interest Payment
2	Debt Service	200	Fiber Conduit Utility	670	631,458.12	2020C 06-24 Principal & Interest Payment
3	Debt Service	200	Fiber Conduit Utility	670	1,701,351.25	2022E 06-24 Principal & Interest Payment
4	Debt Service-Cap Int 2022B	217	Debt Service	200	191,875.00	2022B 06-24 Interest Payment
5	Microsoft Alluvion TIF	330	Debt Service	200	2,078,750.00	2015A 06-24 Principal & Interest Payment
6	Microsoft Alluvion TIF	330	Debt Service	200	1,660,042.50	2015B 06-24 Principal & Interest Payment
7	Microsoft Alluvion TIF	330	Debt Service	200	959,250.00	2016D 06-24 Principal & Interest Payment
8	Microsoft Alluvion TIF	330	Debt Service	200	30,362.50	2022C 06-24 Interest Payment
9	Mills TIF	341	Debt Service	200	1,584,487.50	2016B 06-24 Principal & Interest Payment
10	Mills TIF	341	Debt Service	200	746,025.00	2017B 06-24 Principal & Interest Payment
11	Mills TIF	341	Debt Service	200	348,181.25	2017E 06-24 Principal & Interest Payment
12	Mills TIF	341	Debt Service	200	47,250.00	2021C 06-24 Interest Payment
13	Mills TIF	341	Debt Service	200	1,217,875.00	2022A 06-24 Principal & Interest Payment
14	Woodland Hills TIF- Booneville Rd	352	Debt Service	200	1,167,000.00	2019D 06-24 Principal & Interest Payment
15	Ashworth Road TIF	355	Debt Service	200	693,421.87	2018B 06-24 Principal & Interest Payment
16	Coachlight TIF	356	Debt Service	200	401,503.12	2018C 06-24 Principal & Interest Payment
17	Coachlight TIF	356	Debt Service	200	480,100.00	2019C 06-24 Principal & Interest Payment
18	Coachlight TIF	356	Debt Service	200	454,028.75	2020B 06-24 Principal & Interest Payment
19	8300 Mills Sammons TIF	357	Debt Service	200	1,062,750.00	2019B 06-24 Principal & Interest Payment
20	Microsoft Osmium TIF	360	Debt Service	200	761,171.87	2017C 06-24 Principal & Interest Payment
21	Microsoft Osmium TIF	360	Debt Service	200	1,813,006.25	2017D 06-24 Principal & Interest Payment
22	Microsoft Osmium TIF	360	Debt Service	200	805,441.25	2018D 06-24 Principal & Interest Payment
23	Microsoft Osmium TIF	360	Debt Service	200	2,444,771.87	2018E 06-24 Principal & Interest Payment
24	Microsoft Osmium TIF	360	Debt Service	200	1,069,725.00	2019A 06-24 Principal & Interest Payment
25	Grand Prairie Pkwy TIF	370	Debt Service	200	1,407,500.00	2022F 06-24 Principal & Interest Payment
26	Grand Prairie Pkwy TIF	370	Debt Service	200	3,491,275.00	2021B 06-24 Principal & Interest Payment
27	Grand Prairie Pkwy TIF	370	Debt Service	200	478,775.00	2023C 06-24 Interest Payment
28	Grand Prairie Pkwy TIF	370	Debt Service	200	115,625.00	2023D 06-24 Interest Payment
29	LOST-City Uses	491	MidAmerican Energy RecPlex	692	859,161.25	2021A 06-24 Principal & Interest Payment



**EXHIBIT A**

#	From	Fund #	To	Fund #	Amount	Purpose
30	Police Custodial	830	General	100	6,798.79	Release custodial funds to general fund for closed cases

CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION

DATE: June 3, 2024

**ITEM:**

Resolution - Accepting Public Improvements  
Woodland Estates Plat 2

**FINANCIAL IMPACT:**

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

**BACKGROUND:**

Seamus Excavating, LLC, The Underground Company, Ltd., and Sternquist Construction, Inc. have substantially completed the installation of sanitary sewer, storm sewer, and paving associated with Woodland Estates Plat 2 in accordance with the plans prepared by Civil Design Advantage and the specifications of the City. These improvements have been inspected by the City.

**OUTSTANDING ISSUES:**

None.


**RECOMMENDATION:**

City Council Adopt:

- Resolution Accepting Public Improvements for Woodland Estates Plat 2.

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

**STAFF REVIEWS**

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

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE INFORMED**

Committee	Public Services
Date Informed	May 28, 2024
No Deliberation or Action Taken	

## RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS

**WHEREAS**, a Preliminary Plat for Woodland Estates Plat 2 was reviewed and approved by the City Council of West Des Moines, Iowa, at a meeting held on May 15, 2023; and

**WHEREAS**, a Final Plat for Woodland Estates Plat 2 and Woodland Estates Plat 3 were submitted for review by the City Council of West Des Moines, Iowa, on December 18, 2023 and were found to be generally consistent with the Preliminary Plat; and

**WHEREAS**, the West Des Moines City Council adopted a Resolution which approved the Final Plat for Woodland Estates Plat 2 and Woodland Estates Plat 3 at their meeting on December 18, 2023 subject to any conditions of approval and contingent upon construction and acceptance of all public streets and utilities; sureties were provided for said Public Improvements in lieu of completion with the Final Plat approval; and

**WHEREAS**, on May 9, 2023 the Construction Plans were approved by the West Des Moines City Engineer, said improvements being described as follows:

### Woodland Estates Plat 2

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, the public sanitary sewer, storm sewer, and paving improvements for Woodland Estates Plat 2 are hereby accepted and are hereby dedicated for public purposes.

**BE IT FURTHER RESOLVED**, performance sureties for construction of the public improvements for Woodland Estates Plat 2 are hereby released.

**PASSED AND APPROVED** this 3rd day of **June, 2024**.

\_\_\_\_\_  
Russ Trimble, Mayor

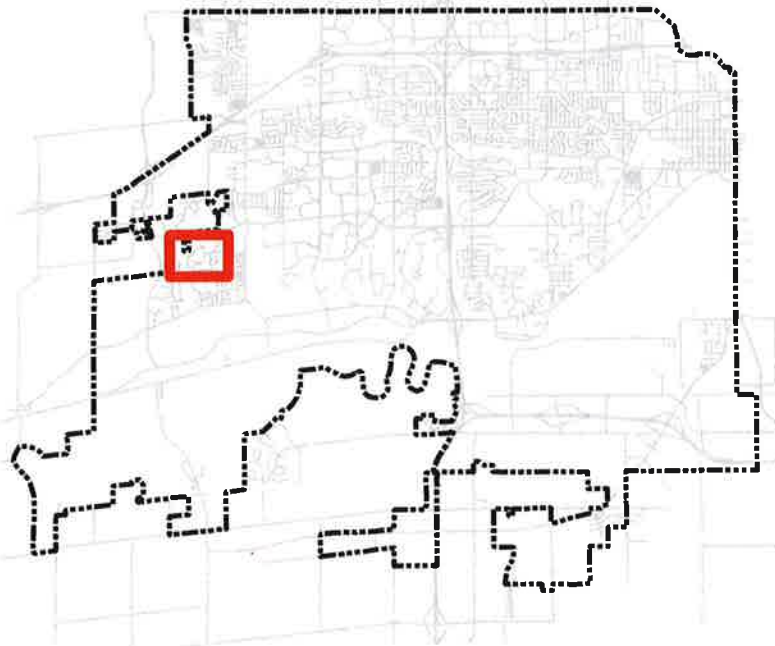
ATTEST:

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





**VICINITY MAP**



**LEGEND**

PROJECT LOCATION



PROJECT:

**WOODLAND ESTATES PLAT 2**

LOCATION:

**EXHIBIT "A"**

DRAWN BY: BJM

DATE: 5/28/2024

PROJECT NUMBER/NAME:

WOODLAND ESTATES PLAT 2

SHT. 1 of 1

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

**DATE:** June 3, 2024

**ITEM:** Second Amended and Restated Development Agreement between JGC Holdings, LLC, Series 8 of JGC Holdings, LLC and the City of West Des Moines for Phase I improvements at the Keystone on 8<sup>th</sup> Street Project

**RESOLUTION:** Second Amended and Restated Agreement between JCG Holdings, LLC, Series 8 of JGC Holdings, LLC and the City of West Des Moines for the Keystone on 8<sup>th</sup> Street Phase I project.

**FINANCIAL IMPACT:** None

**BACKGROUND:** On February 15, 2021, City Council approved the execution of a Development Agreement between JGC Holdings, LLC (fka JARCOR, LLC), Joe Cordaro, President, 950 Office Park Road, West Des Moines, IA 50265, and the City for the purpose of a phased redevelopment of an existing site located at 1245 and 1261 8<sup>th</sup> Street.

Phase I consists of one (1) four-story, mixed-use building with commercial space on the ground floor and 42 units of affordable housing on the upper stories of the building. Construction was completed in 2022, and the building is currently occupied except for the first-floor commercial space. Phase II has yet to commence construction, but the proposal includes a future building of comparable scale to be constructed on a vacant site to the south of Phase I.

In September 2023, the Amended and Restated Development Agreement amended the provision related to compliance with the total employment in the first-floor commercial space. The amended agreement extended the deadline for compliance to September 1, 2024 and provided a minor reduction in the number of full-time employees required, reducing from seven (7) employees to a minimum of five (5) employees.

At the developer's request, the currently proposed Second Amended and Restated Development Agreement would extend the deadline for adding a first-floor commercial tenant to meet compliance with the minimum jobs requirement to September 1, 2025. The developer is citing impacts from the recent reconstruction of 8<sup>th</sup> Street and the general low demand for commercial tenants along this corridor as reasons for the extension and has expressed a desire to ensure that any commercial tenants within the building are an appropriate fit, and of high quality. Additionally, because the TIF installments will not commence until the commercial jobs requirement is met, this Second Amended and Restated Agreement extends the final TIF installment date by one additional year to account for the extension without the penalty of a reduced number of years to receive the capped TIF assistance. No other financial terms of the agreement have changed.

The financial assistance provided in the form of a property tax rebate required the value of the Minimum Assessment Agreement to be at least \$8,332,000, valid for a period of 10 years. The maximum capped economic development grant for the five-year period is \$707,485. The economic development grant shall be paid from the Midtown Urban Renewal Tax Increment Revenue Fund of the City.




**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** Adopt the resolution approving and authorizing execution of a Second Amended and Restated Development Agreement for private development by and among the City of West Des Moines, JGC Holdings, LLC, and Series 8 of JGC Holdings, LLC.

**Lead Staff Member:** Christine Gordon, AICP, Housing & Community Development Manager

**STAFF REVIEWS**

Department Director	Ryan Moffatt, Community & Economic Development Director
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Jessica Grove, Deputy City Attorney
Agenda Acceptance	

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

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

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Finance & Administration
Date Reviewed	April 17, 2024
Recommendation	No deliberation or action taken

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

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A SECOND AMENDED AND RESTATED  
AGREEMENT FOR PRIVATE DEVELOPMENT BY AND  
AMONG THE CITY OF WEST DES MOINES, JGC HOLDINGS,  
LLC, AND SERIES 8 OF JGC HOLDINGS, LLC

WHEREAS, by Resolution No. 17-08-21-24, adopted August 21, 2017, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Midtown Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Midtown Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Polk County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan, as amended; and

WHEREAS, the City of West Des Moines, Iowa ("City") and JGC Holdings, LLC ("Developer") (collectively the "Initial Parties") entered into an Agreement for Private Development on February 15, 2021 ("Original Agreement"), pursuant to which the Developer was to build certain Minimum Improvements on certain real property located within the Urban Renewal Area ("Phase I Development Property"), and to create and retain employment and housing opportunities thereon, and in consideration of these obligations, the City agreed to provide certain incentives to Developer; and

WHEREAS, the Original Agreement was subsequently amended by an Amendment No. 1 (the "Amendment No. 1") to add Series 8 of JGC Holdings, LLC ("Owner") as a party to the Agreement; and

WHEREAS, also subsequent to the Original Agreement, the Initial Parties entered into a Partial Assignment of Agreement for Private Development ("Assignment") with Northwest Bank & Trust Company ("Lender"), which Assignment requires Lender consent prior to Developer agreeing to any amendment of the Agreement; and

WHEREAS, in September 2023, the City, Developer, and Owner entered into an Amended and Restated Agreement (the "First Amended and Restated Agreement") that amended the terms of and replaced the Original Agreement, as amended by the Amendment No. 1; and

WHEREAS, the City and Developer now desire to amend and restate the terms of the First Amended and Restated Agreement by entering into a proposed Second Amended and Restated Agreement for Private Development (the "Agreement"), which would delay various aspects of the Project timeline; and

WHEREAS, Lender consent shall be required for the Agreement to be effective; and

WHEREAS, Chapters 15A and 403, Code of Iowa, authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 3<sup>rd</sup> day of June, 2024.

\_\_\_\_\_  
Russ Trimble, Mayor

ATTEST:

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



SECOND AMENDED AND RESTATED  
AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

CITY OF WEST DES MOINES, IOWA

AND

JGC HOLDINGS, LLC

AND

SERIES 8 OF JGC HOLDINGS, LLC

(PHASE I OF KEYSTONE ON 8<sup>TH</sup> STREET)

*(REPLACING AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY, JGC  
HOLDINGS, LLC, AND SERIES 8 OF JGC HOLDINGS, LLC DATED SEPTEMBER 18, 2023)*

\_\_\_\_\_, 2024

THIS SECOND AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of \_\_\_\_\_, 2024, by and between the CITY OF WEST DES MOINES, IOWA, a municipality (the “City”), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023, as amended (“Urban Renewal Act”); JGC HOLDINGS, LLC, an Iowa series limited liability company, having offices for the transaction of business at 950 Office Park Road, Suite 300, West Des Moines, Iowa 50265 (“Developer”); and SERIES 8 OF JGC HOLDINGS, LLC, an Iowa series limited liability company (the “Owner”). The City, Developer, and Owner are Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Midtown Urban Renewal Area (the “Urban Renewal Area”), which is described in the Urban Renewal Plan originally approved for such area by Resolution No. 17-08-21-24 on August 21, 2017 and subsequently amended two times, most recently by an Amendment No. 2 adopted on August 3, 2020 (the “Urban Renewal Plan”); and

WHEREAS, the City and Developer (the “Initial Parties”) previously entered into an Agreement for Private Development dated February 15, 2021 (the “Original Agreement”), a Memorandum of which was recorded with the Polk County Recorder at Book 18384, Page 568; and

WHEREAS, pursuant to the Original Agreement, the Developer agreed to redevelop certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the “Phase I Development Property”), and the Developer agreed to build certain Minimum Improvements on the Phase I Development Property and create and retain employment and housing opportunities thereon (the “Project”); and

WHEREAS, the Owner was added as a party to the Original Agreement by an Amendment No. 1 to the Original Agreement; and

WHEREAS, the City, Developer, and Owner entered into an Amended and Restated Agreement for Private Development dated September 18, 2023 (“First Amended and Restated Agreement”), for which a Memorandum of Amended and Restated Agreement was recorded with the Recorder for Polk County, Iowa at Book 19622, Pages 880-885 of the Recorder’s records; and

WHEREAS, the City and Developer now wish to amend and restate the terms of the First Amended and Restated Agreement to delay various aspects of the Project timeline; and

WHEREAS, the City believes that the development of the Phase I Development Property pursuant to this Agreement and the fulfillment of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local

laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I-A. REPLACEMENT OF FIRST AMENDED AND RESTATED AGREEMENT

The City, Developer, and Owner hereby agree that this Agreement replaces the First Amended and Restated Agreement in its entirety.

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Second Amended and Restated Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Annual Certification means the certifications that the Developer and Owner must complete and submit to the City each year as described in Section 5.7 of this Agreement and attached as Exhibit F.

Area or Urban Renewal Area means the area known as the Midtown Urban Renewal Area (as amended).

Base Valuation means \$859,000, the prorata taxable land value of the Phase I Development Property and any improvements or buildings thereon as of January 1, 2016.

Certificate of Completion means a certification previously provided to the Developer pursuant to the terms of Section 3.3 of the Original Agreement, as previously amended.

City means the City of West Des Moines, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2023, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the construction work to be performed by the Developer on the Phase I Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building inspection division of the City as required by applicable City codes.

Developer means JGC Holdings, LLC, an Iowa series limited liability company, and each assignee that assumes in writing all of the obligations of the Developer under this Agreement with the written consent of the City as provided in Section 6.1 of this Agreement.

Economic Development Grants means the payments to be made by the City to Developer under Article VII of this Agreement.

Event of Default means any of the events described in Section 9.1 of this Agreement that have continued beyond applicable notice and cure periods.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer or Owner from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Phase I Development Property, as improved by the Phase I Minimum Improvements, or all such Mortgages as appropriate.

Full-Time Equivalent Employment Unit means either (i) an employee who works at least 40 hours per week or 2,000 hours per year; or (ii) any combination of employees who, in the aggregate, work at least forty hours per week at least 2,000 hours per year.

JGC Holdings, LLC (Keystone on 8th St - Phase I) TIF Account means a separate account within the Midtown Urban Renewal Tax Increment Revenue Fund of the City in which Tax Increments received by the City with respect to the Phase I Minimum Improvements and the Phase I Development Property shall be deposited.

Low or Moderate Income Families or LMI Families means those families, including single person households, earning no more than eighty percent (80%) of the higher of the median family income of Polk County or the State-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines in effect at the time of Developer's Annual Certification.

Midtown Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund will be created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Minimum Actual Value means the minimum assessed value for the Phase I Minimum Improvements and the Phase I Development Property agreed to by the Parties in the Minimum Assessment Agreement as authorized by Iowa Code Section 403.6(19) and as described in Section 3.6 of this Agreement.

Minimum Assessment Agreement or Assessment Agreement means the Minimum Assessment Agreement by and between City and Developer dated February 15, 2021 and recorded

on February 26, 2021 at Book 18384, Page 572 of the Polk County Recorder's records, and subsequently amended by the First Amendment to Minimum Assessment Agreement by and among City, Developer, and Owner dated May 3, 2021 and recorded on May 26, 2021 at Book 18552, Page 2 of the Polk County Recorder's records.

Mortgage means any mortgage or security agreement in which Developer or Owner has granted a mortgage or other security interest in the Phase I Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer or Owner under a policy or policies of insurance required to be provided and maintained by Developer or Owner, as the case may be, pursuant to Article IV of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the Ordinance(s) of the City under which the taxes levied on the taxable property in the Area shall be divided and a portion paid into the Midtown Urban Renewal Area Tax Increment Revenue Fund for the Project.

Owner means Series 8 of JGC Holdings, LLC, an Iowa series limited liability company, and each assignee that assumes in writing all of the obligations of the Owner under this Agreement with the written consent of the City as provided in Section 6.1 of this Agreement.

Phase I Development Property means that portion of the Midtown Urban Renewal Area described in Exhibit A.

Phase I Minimum Improvements means a mixed-used building containing approximately 7,000 square feet of first-floor commercial space for business tenants and three upper-story floors containing approximately 42 residential apartment units that are affordable to LMI Families, and related improvements, as more particularly described in Exhibit B to this Agreement.

Project shall mean the construction and operation of the Phase I Minimum Improvements on the Phase I Development Property and the use thereof as described in this Agreement.

State means the State of Iowa.

Tax Increments means the property tax revenues derived from that portion of the assessed value of the Phase I Minimum Improvements and the Phase I Development Property above the Base Valuation, divided and made available to the City for deposit in JGC Holdings, LLC (Keystone on 8th St - Phase I) TIF Account of the Midtown Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 10.8 of this Agreement.

Unavoidable Delays are delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay, including, but not limited to, storms, floods, fires,

explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than acts of the City, with respect to a City-claimed delay).

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Midtown Urban Renewal Area, described in the preambles hereof.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer and Owner. Developer and Owner, each for themselves, makes the following representations and warranties:

a. JGC Holdings, LLC is an Iowa series limited liability company, duly organized and validly existing under the laws of the State of Iowa, and it has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement. Series 8 of JGC Holdings, LLC, an Iowa series limited liability company is a series of JGC Holdings, LLC, an Iowa series limited liability company, duly organized and validly existing under the laws of the State of Iowa, and is authorized to operate in the state of Iowa.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and Owner and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer and Owner enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of Developer and Owner or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer or Owner is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting Developer or Owner in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or Owner, or which in any manner raises any questions affecting the validity of the Agreement or Developer's or Owner's ability to perform its respective obligations under this Agreement.

e. Developer and Owner have not received any notice from any local, State, or federal official that the activities of Developer or Owner with respect to the Phase I Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer and Owner are not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation or review procedure applicable to the Phase I Development Property, and Developer and Owner are not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

f. Developer and Owner shall cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Phase I Minimum Improvements.

g. Developer and Owner represent that it shall cause the Phase I Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

h. Developer and Owner each represents that it shall obtain, or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and meet, in a timely manner, subject to Unavoidable Delays, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Phase I Minimum Improvements were constructed.

i. The construction of the Phase I Minimum Improvements required a total investment of not less than \$9,802,250.

j. Developer and Owner represent that the Phase I Minimum Improvements were completed by April 30, 2022, subject to Unavoidable Delays.

k. Developer and Owner would not undertake its respective obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF PHASE I MINIMUM IMPROVEMENTS;  
REAL PROPERTY TAXES

Section 3.1. Construction of Phase I Minimum Improvements. Developer and Owner have caused the Phase I Minimum Improvements to be constructed on the Phase I Development Property by April 30, 2022, subject to Unavoidable Delays. Developer and Owner agree that they will cause the Phase I Minimum Improvements to be constructed on the Phase I Development Property in conformance with the Construction Plans submitted to City pursuant to Section 3.2. Developer and Owner agree that the scope and scale of the Project as detailed and outlined in the Construction Plans shall be substantially similar to the scope and scale of the Phase I Minimum Improvements as more particularly described in Exhibit B-1 in conformance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations. Developer and Owner agree that the scope and scale of the Phase I Minimum Improvements required a total investment of not less than \$9,802,250. Time lost as a result of Unavoidable Delays shall be added to extend the above-referenced date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Section 3.2. Construction Plans. Developer and Owner caused Construction Plans to be provided for the Phase I Minimum Improvements, which shall be subject to approval by City's building official and/or economic development staff as provided in this Section 3.2. The Construction Plans were in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations. City's building official shall approve the Construction Plans in writing and issue all required permits if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Phase I Minimum Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Phase I Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State, and local laws, ordinances, and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.



Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Phase I Minimum Improvements as constructed. City, Owner and Developer shall use reasonable efforts to cooperate with each other in connection with all permits and other approvals required for the Phase I Minimum Improvements.

Section 3.3. Reserved.

Section 3.4. Developer and Owner Completion Guarantee. By signing this Agreement, Developer and Owner hereby guarantee to City performance by Developer and Owner of all the terms and provisions of this Agreement pertaining to Owner and Developer's obligations with respect to the construction of the Phase I Minimum Improvements. Without limiting the generality of the foregoing, Developer and Owner guarantee that: (i) construction of the Phase I Minimum Improvements shall commence and be completed within the time limits set forth herein; (ii) the Phase I Minimum Improvements shall be constructed in accordance with the Construction Plans; (iii) the Phase I Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens, and equitable liens; and (iv) all costs of constructing the Phase I Minimum Improvements shall be paid when due.

Section 3.5. Real Property Taxes. Developer or Owner, or their respective successors, shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Phase I Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer's and Owner's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer and Owner shall be responsible for all assessments and taxes.

Developer, Owner, and their successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Phase I Development Property determined by any tax official to be applicable to the Phase I Development Property or Phase I Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; provided however that Developer or Owner may appeal the assessed value of the Phase I Development Property following completion of the Phase I Minimum Improvements to the extent the assessed value exceeds the Minimum Actual Value required by the Minimum Assessment Agreement; and

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Phase I Development Property between the date of execution of this Agreement and the Termination Date.

Section 3.6. Minimum Assessment Agreement. As further consideration for this Agreement, Developer, Owner, and the City have executed the Minimum Assessment Agreement, agreeing to a Minimum Actual Value for the Phase I Development Property, as improved by the

Phase I Minimum Improvements, of not less than \$8,332,000, before rollback, as of the completion of the Phase I Minimum Improvements (but no later than January 1, 2023) until the Assessment Agreement Termination Date (as defined below). Such minimum actual value at the time applicable is herein referred to as the “Assessor’s Minimum Actual Value”.

Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the Phase I Development Property in excess of such Assessor’s Minimum Actual Value nor prohibit Developer or Owner from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that Developer and/or Owner shall not seek a reduction of such actual value below the Assessor’s Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until December 31, 2032 or the earlier termination thereof pursuant to the terms of the Assessment Agreement (the “Assessment Agreement Termination Date”). The Assessment Agreement shall be certified by the Assessor as provided in Iowa Code Section 403.6(19) (2023) and shall be filed for record in the office of the Polk County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Phase I Development Property or part thereof, whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against all prior lienholders and any subsequent purchaser or encumbrancer, each of which shall sign a consent to the Minimum Assessment Agreement.

#### ARTICLE IV. INSURANCE

##### Section 4.1. Insurance Requirements.

a Developer and/or Owner will provide and maintain or cause to be maintained at all times during the process of constructing the Phase I Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder’s risk insurance, written on the so-called “Builder’s Risk–Completed Value Basis,” in an amount equal to the full replacement cost of the Phase I Minimum Improvements, and with coverage available in non-reporting form on the so-called “all risk” form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City’s liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, or the City’s or Developer’s directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a “severability of interests” clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Phase I Minimum Improvements and at all times prior to the Termination Date, Developer and/or Owner shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Phase I Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism, and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Phase I Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Phase I Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and/or Owner and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Phase I Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, Owner, or their respective successor in interest to the Phase I Development Property, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer and/or Owner may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article IV to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer and/or Owner, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article IV, each policy shall contain a provision that the insurer shall not cancel it without giving written notice to Developer, Owner, and the City at least thirty (30) days (ten (10) days in the case of non-payment of premium) before the cancellation becomes effective. Within ten (10) days of being notified of any modification to the policy by the insurer that would cause a party's coverage to be less than the minimum requirements as set forth in this Agreement, the Developer or Owner, as

applicable, will provide written notice to the City of the modification. Within fifteen (15) days after the expiration of any policy, Developer or Owner, as applicable, shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article IV, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer and/or Owner may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer or Owner shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Phase I Minimum Improvements.

d. Developer and Owner agree to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Phase I Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer (as applicable to the specific policy), and Developer or Owner, as applicable, will forthwith repair, reconstruct, and restore the Phase I Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer and Owner will apply the Net Proceeds of any insurance relating to such damage received by Developer or Owner, as applicable, to the payment or reimbursement of the costs thereof.

e. Developer and Owner shall complete the repair, reconstruction, and restoration of the Phase I Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer or Owner for such purposes are sufficient.

#### ARTICLE V. FURTHER COVENANTS OF DEVELOPER AND OWNER

Section 5.1. Maintenance of Phase I Development Property. Developer and Owner will maintain, preserve, and keep the Phase I Development Property (whether owned in fee or a leasehold interest), including but not limited to the Phase I Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 5.2. Maintenance of Records. Developer and Owner, each for themselves, will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to their business and affairs relating to this Project, and will provide reasonable protection against loss or damage to such books of record and account.

Section 5.3. Compliance with Laws. Developer and Owner will comply with all State, federal and local laws, rules and regulations relating to the Phase I Minimum Improvements.

Section 5.4. Non-Discrimination. In the construction and operation of the Phase I Minimum Improvements, Developer and Owner shall not discriminate against any applicant for employment or tenancy, employee, or tenant because of age, color, creed, disability, gender identity, national origin, race, religion, marital status, sex, sexual orientation, familial status, or

veteran status. Developer and Owner shall ensure that such applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, disability, gender identity, national origin, race, religion, marital status, sex, sexual orientation, familial status, or veteran status.

Section 5.5 Available Information. Developer and Owner shall promptly provide the City with copies of information reasonably requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 5.6. Employment and Occupancy.

a. With respect to any portion of the Phase I Minimum Improvements assessed as commercial, Developer and Owner are constructing the Phase I Minimum Improvements with the anticipation that the Phase I Minimum Improvements will be occupied by retail and commercial enterprises that will be employing individuals therein at least until the Termination Date of this Agreement. Developer and Owner shall obtain and retain tenants of the Phase I Minimum Improvements who shall employ and retain a total Monthly Average of at least five (5) Full-Time Equivalent Employment Units at the Phase I Development Property from at least September 1, 2025 until the Termination Date. "Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year, calculated based on the Full-Time Equivalent Employment Units employed as of October 1 of such year and as of the first day of each of the preceding eleven (11) months, as shown in the Annual Certification in Section 5.7 and in Exhibit F (starting with the third Annual Certification (due in 2025), which may be prorated to calculate the Monthly Average starting from September 1, 2025).

b. With respect to any portion of the Phase I Minimum Improvements assessed as residential, Developer and Owner shall, from their receipt of a certificate of occupancy for the Phase I Minimum Improvements until the Termination Date, either:

- i. Rent the Phase I Minimum Improvements at a rate that is affordable to Low or Moderate Income Families; or
- ii. Rent the Phase I Minimum Improvements to Low or Moderate Income Families.

Section 5.7 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer and Owner hereunder, until such time as Developer or Owner is released from its obligations hereunder on the Termination Date, Developer and Owner shall annually provide to the City: (i) proof that all ad valorem taxes on the Phase I Development Property in the Urban Renewal Area have been paid for the prior fiscal year; (ii) the date of the first full assessment of the Phase I Minimum Improvements and the fully assessed value of the Phase I Development Property, as improved by the Phase I Minimum Improvements; (iii) certifications of the Monthly Average of Full-Time Equivalent Employment Units on the Phase I Development Property as of October 1; (iv) certifications that the multi-residential units are being rented consistent with Section 5.6(b); and (v) certifications that such officer is familiar with the terms and provisions of this Agreement and that at the date of such certification, there is no Event

of Default by the certifying party hereunder, or if the signer is aware of any such Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Such statement, proof, and certificates required above shall be provided not later than October 15 of each year, commencing October 15, 2023 and ending on October 15, 2033, both dates inclusive. Developer and Owner shall provide supporting information germane to each Annual Certification upon request of the City. See Exhibit F for the form required for the Annual Certification.

#### ARTICLE VI. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

##### Section 6.1. Status of Developer and Owner; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date or such earlier date Developer assigns this Agreement to a transferee with City's consent as required by the next sentence hereof, Developer will maintain its existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Phase I Development Property, Phase I Minimum Improvements (except leasing or renting to qualifying tenants), or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company, or individual assumes in writing all of the then-outstanding obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably denied.

b. As security for the obligations of Owner under this Agreement, Owner represents and agrees that, prior to the Termination Date or such earlier date Owner assigns this Agreement to a transferee with City's consent as required by the next sentence hereof, Owner will maintain its existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Phase I Development Property, Phase I Minimum Improvements (except to the Developer or through leasing or renting to qualifying tenants), or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company, or individual assumes in writing all of the then-outstanding obligations of Owner under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably denied.

Section 6.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer and Owner, or their respective successors or assigns, agree that the Phase I Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Phase I Development Property or Phase I Minimum Improvements from property tax liability. Nor can the Phase I Development Property or Phase I Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437

(Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VII. ECONOMIC DEVELOPMENT GRANTS

Section 7.1. Economic Development Grants.

a. Amount of Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to five (5) consecutive annual payments of Economic Development Grants to Developer up to an aggregate total amount not to exceed Seven Hundred Seven Thousand Four Hundred Eighty-Five Dollars (\$707,485), under the formula set forth below.

b. Schedule of Grants. Assuming completion of the Phase I Minimum Improvements in 2022, full assessment of the Phase I Minimum Improvements on January 1, 2023, and debt certification to the Auditor by the City prior to December 1, 2024, the Economic Development Grants shall commence on June 1, 2026, and end on June 1, 2030, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

June 1, 2026	100% of Tax Increments for Fiscal Year 25-26
June 1, 2027	100% of Tax Increments for Fiscal Year 26-27
June 1, 2028	100% of Tax Increments for Fiscal Year 27-28
June 1, 2029	100% of Tax Increments for Fiscal Year 28-29
June 1, 2030	100% of Tax Increments for Fiscal Year 29-30

c. Calculation of Grants. Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City under the terms of the Ordinance and deposited into the JGC Holdings, LLC (Keystone on 8th St - Phase I) TIF Account (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Phase I Development Property and the Phase I Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the “Economic Development Grants”).

d. Limitation to Phase I Minimum Improvements. The Economic Development Grants are only derived from the increase in assessed value to the Phase I Development Property above the Base Valuation caused by the completion of the Phase I Minimum Improvements described in this Agreement and not any expansions or improvements not included within the definition of the Phase I Minimum Improvements which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.



Section 7.2. Conditions Precedent. Notwithstanding the provisions of Section 7.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- a. Developer's and Owner's compliance with the terms of this Agreement including, but not limited to, the employment and the residential occupancy obligations in Section 5.6 of this Agreement, and payment of property taxes for the Phase I Development Property;
- b. Developer's and Owner's timely filing of the Annual Certification required under Section 5.7 hereof and the Council's approval thereof;
- c. Continual use of the Phase I Development Property and Phase I Minimum Improvements by Developer (or its tenants) as set forth herein;
- d. The Parties' execution and delivery of the Minimum Assessment Agreement, the Polk County Assessor's execution and delivery of a certification thereto, and the executed consent of every existing lienholder to the Phase I Development Property; and
- e. Developer's and Owner's compliance with the terms of the Minimum Assessment Agreement.

In the event that an Event of Default occurs or any certification filed by Developer or Owner under Section 5.7 (or other information) discloses the existence of an Event of Default that was not cured or cannot reasonably be cured within the applicable cure period, the City shall have the remedies set forth in Section 9.2.

Each Annual Certification filed by Developer and Owner under Section 5.7 hereof shall be considered separately in determining whether the City shall make an Economic Development Grant payment available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify Developer for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer and Owner fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 7.3.

After the Phase I Minimum Improvements are first fully assessed and if in compliance with this Agreement, if the Developer's Annual Certification is timely filed and contains the information required under Section 5.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1 assuming continued compliance with the terms of this Agreement at the time of payment. (Example: assuming completion of the Phase I Minimum Improvements in 2022 and first full assessment of the Phase I Minimum Improvements

on January 1, 2023, if Developer submits its Annual Certification in October 2023 and October 2024 and the City certifies to the County by December 1, 2024, the first Economic Development Grant would be paid to Developer on June 1, 2026 (for 100% of the Tax Increment for fiscal year 2025-2026) assuming continued compliance with the terms of this Agreement at the time of payment). Compliance with the terms and conditions of this Agreement is a condition precedent to receiving any Economic Development Grant.

Section 7.3. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentages of Tax Increments collected in respect of the assessments imposed on the Phase I Minimum Improvements and Phase I Development Property above the Base Valuation over the specified five (5) year period, but in no event shall exceed Seven Hundred Seven Thousand Four Hundred Eighty-Five Dollars (\$707,485). In no event shall Developer be entitled to receive more than calculated under the formula set forth in this Agreement, even if the combined aggregate maximum of \$707,485 is not met.

Section 7.4. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the JGC Holdings, LLC (Keystone on 8<sup>th</sup> St - Phase I) TIF Account of the Midtown Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force on the Phase I Development Property during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Phase I Development Property and Phase I Minimum Improvements and allocated to the JGC Holdings, LLC (Keystone on 8<sup>th</sup> St - Phase I) TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under Iowa Code Chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under Iowa Code Chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other

provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 7.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Phase I Development Property and Phase I Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 7.1, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer and Owner. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 7.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer and Owner.

Section 7.5. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants as provided in this Agreement, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer or Owner with respect to the use thereof.

## ARTICLE VIII. INDEMNIFICATION

### Section 8.1. Release and Indemnification Covenants.

a. Except to the extent arising from any willful misrepresentation, negligence, or any willful or wanton misconduct or any unlawful act of the indemnified parties (hereafter defined), Developer and Owner release the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article VIII, the "indemnified parties") from, covenant and agree that the indemnified parties shall not be liable for, and agree to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Phase I Minimum Improvements or Phase I Development Property.

b. Except to the extent arising from any willful misrepresentation, negligence, or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer and Owner agree to protect and defend the indemnified parties, now or forever, and further agree to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action,

demand or other proceeding brought by Developer or Owner against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Phase I Development Property and the construction, installation, ownership, and operation of the Phase I Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Phase I Development Property.

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or Owner or their respective officers, agents, servants or employees or any other person who may be about the Phase I Minimum Improvements or Phase I Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

d. The provisions of this Article VIII shall survive the termination of this Agreement.

#### ARTICLE IX. REMEDIES

Section 9.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

a. Failure by Developer and Owner to cause the construction of the Phase I Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;

b. Failure by Developer or Owner to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

c. Transfer of Developer's or Owner's interest in the Phase I Development Property, Phase I Minimum Improvements, or this Agreement in violation of the provisions of this Agreement;

d. Failure by Developer or Owner to pay ad valorem taxes on the Phase I Development Property or Phase I Minimum Improvements when due;

e. The holder of any Mortgage on the Phase I Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents, and such Mortgage holder has not agreed to assume the obligations of Developer hereunder;

f. Developer or Owner shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or State law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due;  
or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer or Owner, as applicable, as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or State law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or Owner, as applicable, or the Phase I Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer or Owner, as applicable, and shall not be discharged within ninety (90) days after such appointment, or if Developer or Owner, as applicable, shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by Developer, Owner, or the City in this Agreement or in any written statement or certificate furnished by Developer, Owner, or the City pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 9.2. Remedies on Default. Whenever any Event of Default occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to Developer, Owner, and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default (except in the case of an Event of Default under Section 9.1(g) or (h) which do not require a notice and cure period), but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer or Owner does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer or Owner, deemed adequate by the City, that Developer and Owner will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer or Owner, as the case may be, under this Agreement; or

e. The City will have no obligation to make payment of Economic Development Grants to Developer subsequent to the Event of Default and shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VII hereof, with

interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to a party hereto is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. Except as otherwise provided in this Agreement, no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 9.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 9.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer shall pay to the City an amount equal to the reasonable and customary costs incurred by the City in connection with the drafting and execution of this Agreement, including, but not limited to publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City, associated with the negotiation, drafting and authorization of this Agreement. This payment is additional to the prior payments owed by Developer to the City for costs related to amending the Urban Renewal Plan, and drafting/approving the Original Agreement, Amendment No. 1 to the Original Agreement, and the First Amended and Restated Agreement. Payment by Developer of such costs will be made by the Developer to the City within 30 days of the date on which the City presents a statement to the Developer demonstrating such costs, or if not previously paid the costs shall be deducted from the first Economic Development Grant.

b. Whenever any Event of Default occurs and a party hereto shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the other party hereto herein contained, and the non-prevailing party shall, on demand therefor, pay to the prevailing party the reasonable fees of the prevailing party's attorneys and such other expenses as may be reasonably and appropriately incurred by the prevailing party in connection therewith.

ARTICLE X. MISCELLANEOUS

Section 10.1. Conflict of Interest. Developer and Owner each represent and warrant that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any

interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 10.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to JGC Holdings, LLC at 950 Office Park Road, Suite 300, West Des Moines, Iowa 50265, Attn: Joe Cordaro;
- b. In the case of the City, is addressed to or delivered personally to the City at 4200 Mills Civic Pkwy, Ste. 2E, PO Box 65320, West Des Moines, Iowa 50265-0320, Attn: Ryan T. Jacobson, City Clerk;
- c. In the case of Owner, is addressed or delivered personally to Series 8 of JGC Holdings, LLC at 950 Office Park Road, Suite 300, West Des Moines, Iowa 50265, Attn: Joe Cordaro.

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 10.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 10.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 10.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 10.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2033, unless terminated earlier under the provisions of this Agreement.



Section 10.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Amended and Restated Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 10.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 10.11. Consent of Lender. The City and Developer entered into a Partial Assignment of Agreement for Private Development (“Assignment”) with Northwest Bank & Trust Company (“Lender”), which Assignment requires Lender consent prior to Developer agreeing to any amendment of the Original Agreement. Developer and Owner shall secure Lender’s consent to this Agreement before this Agreement shall become effective.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, Developer, and Owner each have caused this Agreement to be duly executed in its name and behalf by its authorized representative, all on or as of the day first above written.

*[Remainder of page intentionally left blank; Signature pages follow]*

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

\_\_\_\_\_  
Russ Trimble  
Mayor

ATTEST:

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

STATE OF IOWA    )  
                          ) ss:  
COUNTY OF POLK )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me a Notary Public in and for said County, personally appeared Russ Trimble and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Roll Call No. \_\_\_\_\_ passed on the \_\_\_\_ day of \_\_\_\_\_, 2024, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

\_\_\_\_\_  
Notary, State of Iowa

*[Signature page to Agreement – City of West Des Moines]*

JGC HOLDINGS, LLC

By: \_\_\_\_\_  
Joseph Cordaro, President

STATE OF IOWA                    )  
  ) SS  
COUNTY OF POLK                )

This record was acknowledged before me on \_\_\_\_\_, 2024, by Joseph Cordaro as President of JGC Holdings, LLC, an Iowa series limited liability company.

\_\_\_\_\_  
Notary, State of Iowa

*[Signature page to Agreement – JGC Holdings, LLC]*

SERIES 8 of JGC HOLDINGS, LLC,  
an Iowa series limited liability company

By: \_\_\_\_\_  
Joseph Cordaro, President

STATE OF IOWA                    )  
  ) SS  
COUNTY OF POLK                )

This record was acknowledged before me on \_\_\_\_\_, 2024, by Joseph Cordaro as President of Series 8 of JGC Holdings, LLC, an Iowa series limited liability company.

\_\_\_\_\_  
Notary, State of Iowa

*[Signature page to Agreement – Series 8 of JGC Holdings, LLC]*

CONSENT TO SECOND AMENDED AND RESTATED AGREEMENT

Northwest Bank & Trust Company hereby consents to the Second Amended and Restated Agreement for Private Development to which this Consent is attached.

**LENDER:**

NORTHWEST BANK & TRUST COMPANY

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

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

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

EXHIBIT A  
PHASE I DEVELOPMENT PROPERTY

The Phase I Development Property is described as follows:

LOT 1:

ALL THAT PART OF LOT 9 AND THAT PART OF THE SOUTH 25.0 FEET OF LOT 10, ALL IN COLBY'S FACTORY ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 88°45'37" EAST, A DISTANCE OF 27.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 8TH STREET, AS PRESENTLY ESTABLISHED; THENCE NORTH 01°00'06" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 182.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 01°00'06" WEST, A DISTANCE OF 242.67 FEET; THENCE NORTH 88°45'42" EAST, A DISTANCE OF 373.07 FEET; THENCE SOUTH 00°51'00" EAST, A DISTANCE OF 244.21 FEET; THENCE SOUTH 88°59'55" WEST, A DISTANCE OF 372.42 FEET TO THE POINT OF BEGINNING, CONTAINING 90,739 SQUARE FEET OR 2.08 ACRES, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

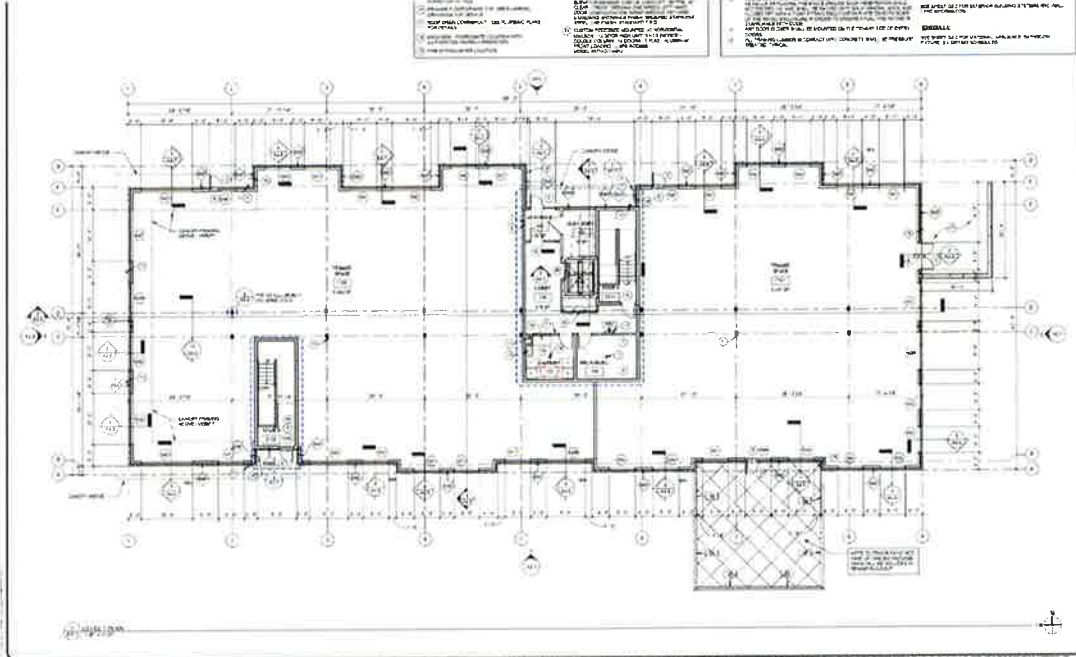
**EXHIBIT B**  
**PHASE I MINIMUM IMPROVEMENTS**

Phase I Minimum Improvements means a mixed-used building containing approximately 7,000 square feet of first-floor commercial space for business tenants and three upper-story floors containing approximately 42 residential apartment units that are affordable to LMI Families. The residential apartment units will be leased to LMI Families in accordance with the terms of Section 5.6(b) of the Agreement. The construction of the Phase I Minimum Improvements was completed by April 30, 2022, subject to Unavoidable Delays in accordance with the Agreement. Construction costs for the Phase I Minimum Improvements are expected to be no less than \$9,802,250.

The assessed value of the Phase I Development Property after construction of the Phase I Minimum Improvements for the purpose of this Agreement is required to be at least \$8,332,000 pursuant to the Minimum Assessment Agreement entered into by and among the City, Developer, and the Polk County Assessor.

A preliminary floor plan for the building in the Phase I Minimum Improvements is attached as Exhibit B-1. A final site plan further describing the Phase I Minimum Improvements will be attached as Exhibit B-1 when completed and approved.

# EXHIBIT B-1 PRELIMINARY FLOOR PLANS

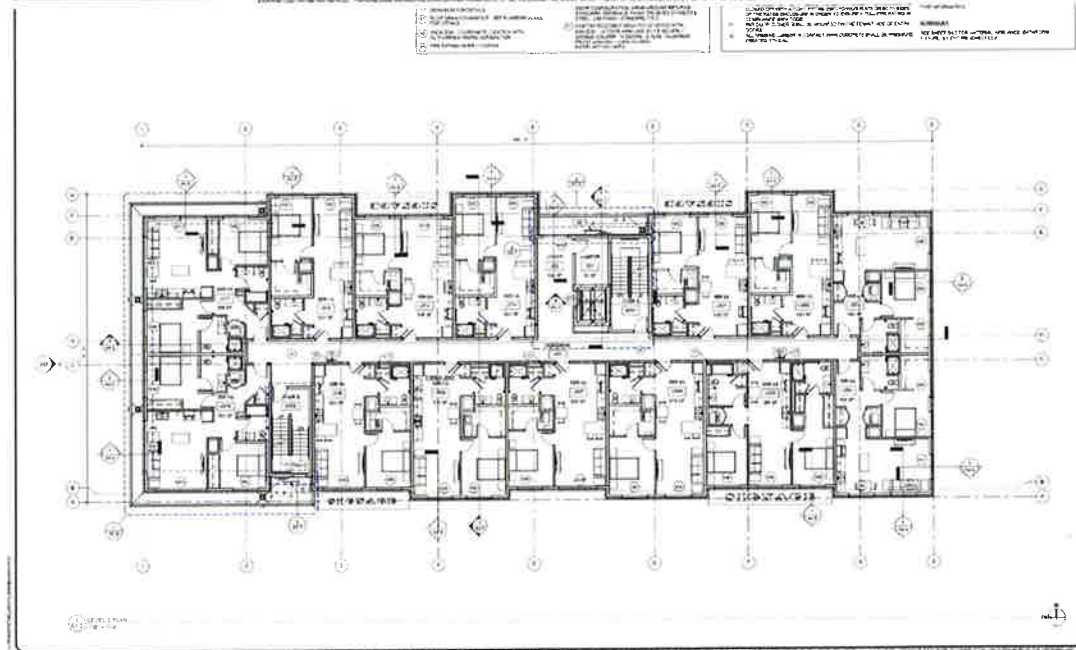


**VANTAGE**  
 ARCHITECTURE, INC.  
 100 WEST 10TH STREET, SUITE 200  
 DES MOINES, IOWA 50319  
 (515) 281-1111

**KEYSTONE ON 8TH**  
 8TH STREET  
 WEST DES MOINES, IOWA

SCALE: 1/8" = 1'-0"  
 1/4" = 3'-0"  
 1/2" = 6'-0"  
 1" = 12'-0"

**A1.1**



**VANTAGE**  
 ARCHITECTURE, INC.  
 100 WEST 10TH STREET, SUITE 200  
 DES MOINES, IOWA 50319  
 (515) 281-1111

**KEYSTONE ON 8TH**  
 8TH STREET  
 WEST DES MOINES, IOWA

SCALE: 1/8" = 1'-0"  
 1/4" = 3'-0"  
 1/2" = 6'-0"  
 1" = 12'-0"

**A1.2**



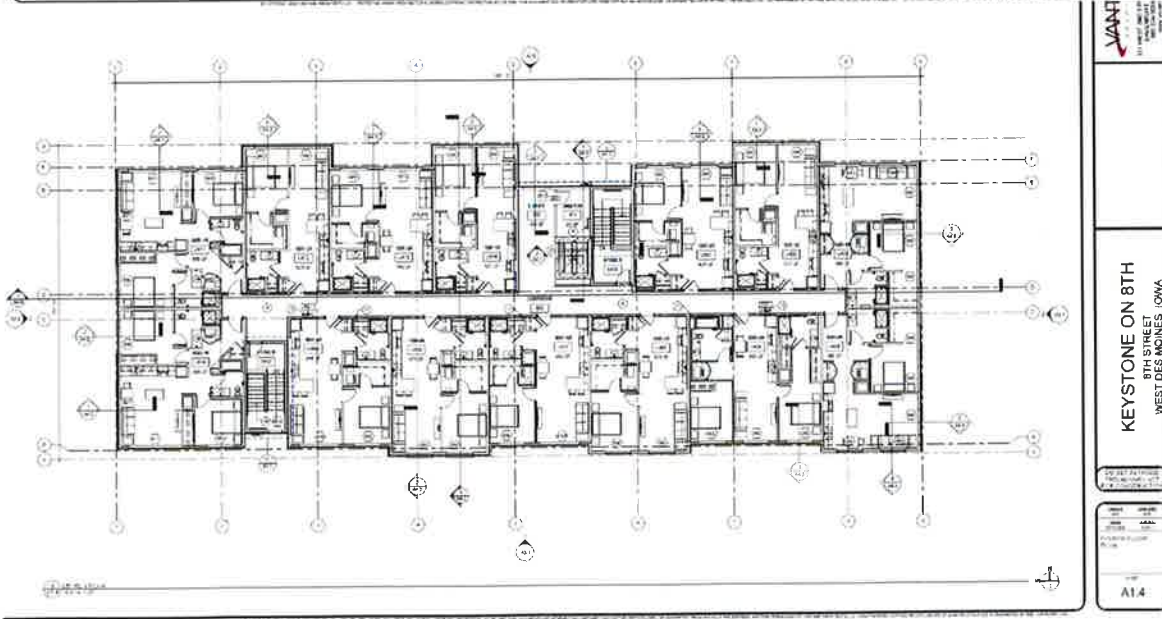


EXHIBIT C

RESERVED

**Prepared by:** Nathan J. Overberg, Ahlers & Cooney, P.C., 100 Court Ave., Ste. #600, Des Moines, IA 50309, (515) 243-7611  
**Return to:** Ryan T. Jacobson, City of West Des Moines, 4200 Mills Civic Parkway, Suite 1A, West Des Moines, IA 50265

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**EXHIBIT D**  
**MEMORANDUM OF SECOND**  
**AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT**

WHEREAS, the City of West Des Moines, Iowa (the "City"), JGC Holdings, LLC, an Iowa series limited liability company ("Developer"), and Series 8 of JGC Holdings, LLC, an Iowa series limited liability company ("Owner") did on or about the \_\_\_\_ day of \_\_\_\_\_, 2024, make, execute and deliver, each to the other, a Second Amended and Restated Agreement for Private Development (the "Agreement"), amending and replacing the prior First Amended and Restated Agreement by and between the City and Developer dated September 18, 2023, a memorandum of which was recorded at Book 19622, Page 880-885 of the Polk County Recorder's records; and

WHEREAS, pursuant to the terms of the Agreement Developer and Owner agreed to develop and operate certain real property located within the City and within the Midtown Urban Renewal Area, which property is legally described as follows:

LOT 1:

ALL THAT PART OF LOT 9 AND THAT PART OF THE SOUTH 25.0 FEET OF LOT 10, ALL IN COLBY'S FACTORY ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 88°45'37" EAST, A DISTANCE OF 27.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 8TH STREET, AS PRESENTLY ESTABLISHED; THENCE NORTH 01°00'06" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 182.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 01°00'06" WEST, A DISTANCE OF 242.67 FEET; THENCE NORTH 88°45'42" EAST, A DISTANCE OF 373.07 FEET; THENCE SOUTH 00°51'00" EAST, A

DISTANCE OF 244.21 FEET; THENCE SOUTH 88°59'55" WEST, A DISTANCE OF 372.42 FEET TO THE POINT OF BEGINNING, CONTAINING 90,739 SQUARE FEET OR 2.08 ACRES, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

(the "Phase I Development Property"); and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_ day of \_\_\_\_\_, 2024 and terminates on December 31, 2033, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City, Developer, and Owner desire to record a Memorandum of the Agreement referring to the Phase I Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Second Amended and Restated Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Phase I Development Property and the improvements located and operated on such Phase I Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Second Amended and Restated Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Phase I Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, West Des Moines, Iowa.

IN WITNESS WHEREOF, the City, Developer, and Owner have executed this Memorandum of Second Amended and Restated Agreement for Private Development on the \_\_\_\_ day of \_\_\_\_\_, 2024.

*[Signature pages follow]*

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

\_\_\_\_\_  
Russ Trimble  
Mayor

ATTEST:

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

STATE OF IOWA    )  
                          ) ss:  
COUNTY OF POLK )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me a Notary Public in and for said County, personally appeared Russ Trimble and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Roll Call No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2024, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

\_\_\_\_\_  
Notary, State of Iowa

*[Signature Page to Memorandum of Agreement – City of West Des Moines]*

JGC HOLDINGS, LLC

By: \_\_\_\_\_  
Joseph Cordaro, President

STATE OF IOWA                    )  
  ) SS  
COUNTY OF POLK                )

This record was acknowledged before me on \_\_\_\_\_, 2024, by Joseph Cordaro as President of JGC Holdings, LLC, an Iowa series limited liability company.

\_\_\_\_\_  
Notary, State of Iowa

*[Signature Page to Memorandum of Agreement – JGC Holdings, LLC]*

SERIES 8 of JGC HOLDINGS, LLC,  
an Iowa series limited liability company

By: \_\_\_\_\_  
Joseph Cordaro, President

STATE OF IOWA                    )  
  ) SS  
COUNTY OF POLK                )

This record was acknowledged before me on \_\_\_\_\_, 2024, by Joseph Cordaro as President of Series 8 of JGC Holdings, LLC, an Iowa series limited liability company.

\_\_\_\_\_  
Notary, State of Iowa

*[Signature Page to Memorandum of Agreement – Series 8 of JGC Holdings, LLC]*

EXHIBIT E

RESERVED



**EXHIBIT F**  
**ANNUAL CERTIFICATION – PHASE I**  
(due by October 15th as required under terms of Development Agreement)

Developer and Owner certify the following:

During the time period covered by this Certification, Developer and Owner are and were in compliance with Section 5.7 as follows:

(i) All ad valorem taxes on the Phase I Development Property have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Phase I Minimum Improvements were first fully assessed on January 1, \_\_\_\_\_, at a full assessment value of \$ \_\_\_\_\_, and the most recent assessment is \$ \_\_\_\_\_ as of \_\_\_\_\_, 20\_\_;

(iii) The portion of the Phase I Minimum Improvements assessed as commercial are occupied by the following commercial enterprise(s) employing individuals therein:

1	2	3
Name of Occupant	Square Footage of Phase I Minimum Improvements Utilized by Occupant	Monthly Average of Full Time Employee Equivalents Employed by Occupant

Please attach proof of occupancy (e.g. – a rent roll or a signed statement on tenant’s letterhead).

(iv) The portion of the Phase I Minimum Improvements assessed as multi-residential are either rented a rate that is affordable to LMI Families (provide the rent for each type of unit) or are actually rented to LMI Families (proof of occupancy may be required).

(v) The undersigned officers of Developer and Owner have re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certify that Developer and Owner are not, or were not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if the signer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

**Attachments: (a) Proof of payment of taxes (b) Proof of Occupancy**

*[Signature page follows]*

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

DEVELOPER:  
JGC HOLDINGS, LLC

By: \_\_\_\_\_  
Joseph Cordaro, President

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

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

This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by Joseph Cordaro as President of JGC Holdings, LLC, an Iowa series limited liability company.

\_\_\_\_\_  
Notary, State of Iowa

OWNER:  
SERIES 8 of JGC HOLDINGS, LLC

By: \_\_\_\_\_  
Joseph Cordaro, President

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

This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by Joseph Cordaro as President of Series 8 of JGC Holdings, LLC, an Iowa series limited liability company.

\_\_\_\_\_  
Notary, State of Iowa

02344891\11333-467

CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION

DATE: June 3, 2024

**ITEM:** Resolution - Approval and Acceptance of Conveyance of Property Interests for Construction of the Johnson Creek Conveyance Improvements Phase I (Ginger West) Project

**FINANCIAL IMPACT:** \$206,875.00 (previously budgeted)

**SYNOPSIS:** Property interests necessary for construction of the Johnson Creek Conveyance Improvements Phase I (Ginger West) Project are being donated and purchased through negotiated purchase agreements at the appraised fair market value established by appraisal prepared by Commercial Appraisers of Iowa from the owners shown on **Exhibit "A"**, with additional comments and/or additional costs not reflected in the appraisal shown in bold, if any. The attached resolution approves the purchase agreements and, for policy and title purposes, formally accepts the property interests and authorizes the filing of all relevant documents. Costs associated with acquisition of the property interests will be paid from Account No. 500.000.000.5550.730, Project No. 0510-051-2015 with the ultimate funding intended to come from Grand Prairie Parkway Urban Renewal Area TIF.

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

**RECOMMENDATION:** Adopt a Resolution approving and accepting conveyance of property interests to the City of West Des Moines for Construction of the Johnson Creek Conveyance Improvements Phase I (Ginger West) Project.

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

**STAFF REVIEWS**

Department Director	Greta Truman, City Attorney
Appropriations/Finance	Brian J. Hemesath, P.E., City Engineer
Legal	Tim Stiles, Finance Director <i>OK for TS</i>
Agenda Acceptance	Ryan T. Jacobson, City Clerk <i>RT</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS  
AND CONVEYANCE OF PROPERTY INTERESTS FOR CONSTRUCTION OF THE  
JOHNSON CREEK CONVEYANCE IMPROVEMENTS PHASE I (GINGER WEST)  
PROJECT, PROJECT NO. 0510-051-2015**

**WHEREAS**, on January 19, 2021, the City Council of the City of West Des Moines, Iowa established the fair market value and authorized the acquisition of property and easements, including any leasehold interests, necessary for construction of the Johnson Creek Conveyance Improvements Phase I (Ginger West) Project (Project No. 0510-051-2015); and

**WHEREAS**, ultimate funding is intended to come from Grand Prairie Parkway Urban Renewal Area TIF; and

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

**WHEREAS**, the City of West Des Moines has secured property interests through negotiated Purchase Agreements for the acquisition and donation of property interests necessary for the Project; and

**WHEREAS**, the name of the property owners and the fair market value, established by established by appraisal prepared by Commercial Appraisers of Iowa for property to be acquired are attached hereto as **Exhibit "A"** and made a part of this resolution; and

**WHEREAS**, documents conveying property interests necessary to complete the Project have been presented to the City for approval; and

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

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreements to acquire the property interests.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owner shown on the attached **Exhibit "A"** pursuant to the terms and conditions of the Purchase Agreements.

**PASSED AND ADOPTED** this **3rd** day of **June, 2024**.

---

Russ Trimble, Mayor

ATTEST:

---

Ryan T. Jacobson  
City Clerk

**Exhibit "A"**

**JOHNSON CREEK CONVEYANCE IMPROVEMENTS PHASE I (GINGER WEST)  
PROJECT NO. 0510-051-2015**

<b>EXHIBIT/ PARCEL</b>	<b>PROPERTY OWNER</b>	<b>ACQUIRED PRICE-FMV</b>	<b>SUMMARY</b>
23	E.R.C. Family Partnership, Ltd. SW NE /EX RY & HWY & RD/ and NW SE /EX HWY & EX RD/Sec: 28Twp: 78Rng: 26 Dallas County 1628300005, 1628400001, 1628300007, and 1628400005	\$206,875.00	
<b>TOTAL</b>		<b>\$206,875.00</b>	

# CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

**ITEM:** Approval of Proclamation  
Pride Month - June 2024

**DATE:** June 3, 2024

**FINANCIAL IMPACT:** None

**BACKGROUND:**

Celebrating Pride Month increases awareness and provides support and advocacy for our LGBTQ+ community.

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

**RECOMMENDATION:**

Approval of Proclamation for Pride Month

**Lead Staff Member:** Audrey Kennis, Director of Diversity, Equity, and Inclusion

**STAFF REVIEWS**

Department Director	Audrey Kennis, Director of Diversity, Equity, and Inclusion
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>AK</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



## *Pride Month Proclamation*

### *June 2024*

*Whereas*, the City of West Des Moines recognizes and proclaims the month of June 2024 as Pride Month; and

*Whereas*, the City of West Des Moines is a diverse and vibrant community that is committed to raising awareness by supporting the visibility, equality, dignity, and inclusion of LGBTQIA+ people; and

*Whereas*, in support of the City's commitment to equity, we implemented the Municipal Equality Index (MEI) Scorecard, a rating conducted by the Human Rights Campaign, to examine how inclusive our laws, policies, and services are of LGBTQIA+ people who live and work in West Des Moines; and

*Whereas*, as a result, we've moved our score from 42 points in 2016 to 100 points in 2023. Demonstrating the tangible impact our efforts have made in promoting a welcoming and inclusive community for all; and

*Whereas*, despite our accomplishments, there is still plenty of work to be done. The need for more education and awareness remains vital to end discrimination and prejudice. By recognizing Pride Month, we increase awareness and provides support and advocacy for our LGBTQIA+ community. This is an opportunity to advance our nation's founding principles that all persons are born equal in dignity and rights;

*Now, Therefore, I*, Russ Trimble, Mayor of the City of West Des Moines, Iowa, do hereby declare June 2024, as

## *Pride Month*

Together, let us commit to embracing the diverse experiences and expressions that enrich our City and ensure all residents are afforded equal opportunities to thrive regardless of their gender, gender identity, or sexual orientation.

Signed this 3rd day of June, 2024.

---

Russ Trimble, Mayor

ATTEST:

---

Ryan T. Jacobson, City Clerk



No changes from first reading

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

**Meeting Date:** June 3, 2024

**ITEM:** The Lancaster, Northwest of the intersection of S 85<sup>th</sup> Street and Cascade Avenue – Amend the Zoning Map to establish land use and zoning appropriate for High Density Residential development – Bryan Properties, LLC – CPAZC-006353-2024

**ORDINANCE:** Approve the Second Reading, Waive the Third and Approve the Consistency Rezoning

**Background:** The applicant, Bryan Properties, LLC, and property owner, Hurd Mills Land, LLC, request approval of a Comprehensive Plan Land Use Map Amendment and Consistency Zoning on that ground generally located northwest of the intersection of S. 85<sup>th</sup> Street and Cascade Avenue. Specifically, the following Land Use and Zoning changes are proposed with this request:

- Amend the Comprehensive Plan Land Use Map for approximately 10.3 acres to change from Office (OF) land use classification to Multi Use Medium (MUM) land use classification.
- Amend the Zoning Map to assign Residential High Density (RH-18) Zoning District on approximately 9.5 acres consistent with the amended Comprehensive Plan Land Use classification.

Note: The assignment of Comprehensive Plan land use designation extends to the centerline of adjacent roads, while the zoning designation is confined to property lines. Acreages are approximate and will be determined by the final layout of roadways and property boundaries.

**Staff Review & Comment:**

- **Financial Impact:** There is no anticipated city assistance for this project; however, there will be costs associated with staff time for review of applications and inspections during construction. Subsequent to occupancy, there will be staff time for the bi-annual rental inspections.
- **Anticipated Development:** The requested actions are in anticipation of development of the site for a two building, 176-unit apartment complex plus a clubhouse with a pool.
- **Traffic Analysis Findings:** The site is expected to generate less traffic than previously estimated. The planned ultimate street system, with future improvements, has adequate capacity to handle the proposed land use change within the desired level of service. Additional traffic studies may be needed as part of the site plan process.

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

Planning and Zoning Commission Action:

Date: May 13, 2024  
Vote: 6-0 for approval, with Commissioner McCoy absent  
Recommendation: Approval of the Comprehensive Plan Land Use Map Amendment and Consistency Zoning request

City Council Comprehensive Plan Amendment:

Date: May 20, 2024  
Vote: 4-0-1 for approval, with Council Member Hudson abstaining

City Council Rezoning First Reading:

Date: May 20, 2024  
Vote: 4-0-1 for approval, with Council Member Hudson abstaining

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

**Lead Staff Member:** Kate Devine

**Approval Meeting Dates:**

Plan and Zoning Commission	May 13, 2024
City Council: First Reading	May 20, 2024
City Council: Second Reading, Waive Third and Adopt	June 3, 2024

**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>pd</i>

**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	5/1/24
Date(s) of Mailed Notices	5/1/24

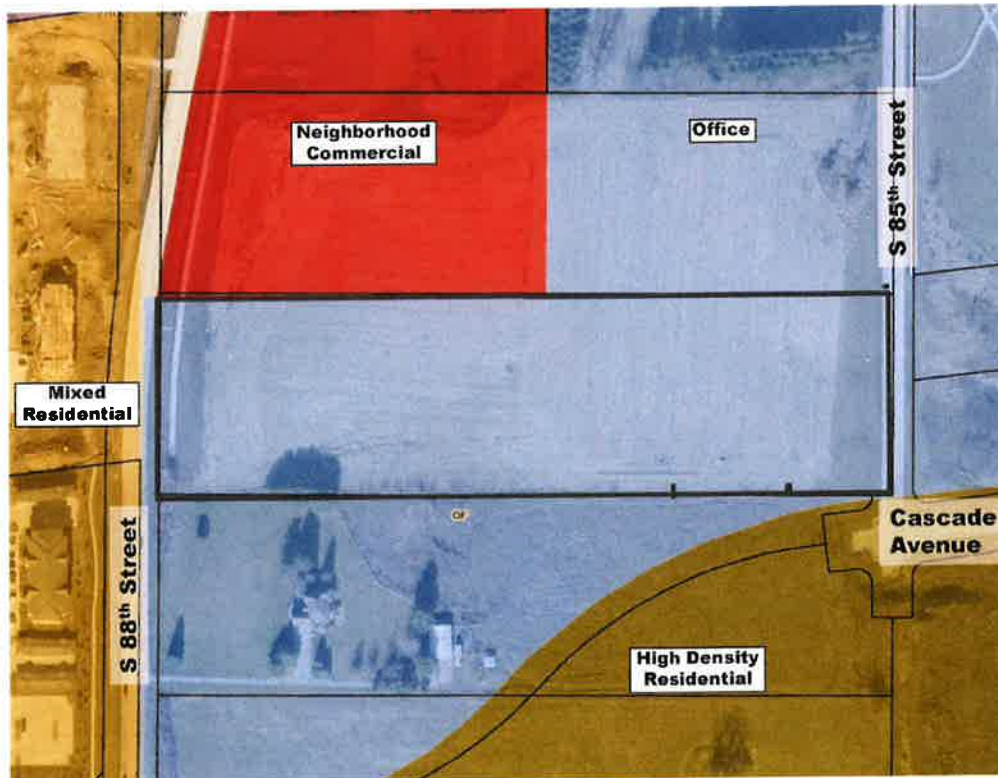
**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning			
Date Reviewed	4/1/24			
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>	No Discussion <input checked="" type="checkbox"/>

**Location Map**



**Land Use Map**



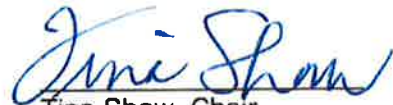
**A RESOLUTION OF THE PLAN AND ZONING COMMISSION  
NO. PZC-24-018**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, Bryan Properties, LLC, and property owner, Hurd Mills Land LLC, request approval for a Comprehensive Plan Land Use Map Amendment for property generally located northwest of the intersection of S 85<sup>th</sup> Street and Cascade Avenue as depicted on the Comprehensive Plan Land Use Map Change Illustration included in the staff report to change approximately 10.3 acres from Office (OF) land use classification to Multi Use Medium (MUM) land use classification.

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

**NOW, THEREFORE**, the Plan and Zoning Commission of the City of West Des Moines recommends that City Council approve the Comprehensive Plan Land Use Map Amendment, (CPAZC-006353-2024) 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 13, 2024.



Tina Shaw, 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 13, 2024, by the following vote:

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

NAYS:

ABSTENTIONS:

ABSENT: McCoy

ATTEST:

  
Recording Secretary

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION  
NO. PZC-24-019**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, Bryan Properties, LLC, and property owner, Hurd Mills Land LLC, request approval for a Zoning Map Amendment for property generally located at northwest of the intersection of S 85<sup>th</sup> Street and Cascade Avenue 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 High Density (RH-18) Zoning District on approximately 9.5 acres consistent with the amended Comprehensive Plan Land Use designation.

**WHEREAS**, the Rezoning request complies with the applicable provisions of Iowa Code Chapter 414, the Comprehensive Plan and City Code.

**NOW, THEREFORE**, the Plan and Zoning Commission of the City of West Des Moines recommends that City Council approve the Rezoning request, (CPAZC-006353-2024) 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 13, 2024.



Tina Shaw, 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 13, 2024, by the following vote:

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

NAYS:

ABSTENTIONS:

ABSENT: McCoy

ATTEST:

  
Recording Secretary



Prepared by: Kate Devine, 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 DESIGNATE MULTI USE MEDIUM LAND USE**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, Bryan Properties, LLC, and property owner, Hurd Mills Land LLC, request approval of a Comprehensive Plan Land Use Map Amendment to change the land use classification of approximately 10.3 acres from Office (OF) land use to Multi Use Medium (MUM) land use classification 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 13, 2024, the Plan and Zoning Commission did recommend to the City Council, by a 6-0 vote, for approval of the Comprehensive Plan Land Use Map Amendment; and

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

**NOW, THEREFORE**, The City Council hereby approves the Comprehensive Plan Land Use Map Amendment (CPAZC-006353-2024) shown on attached Comprehensive Plan Land Use Map Change Illustration, subject to compliance with all the conditions in the staff report, dated May 20, 2024, 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 May 20, 2024.

---

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 May 20, 2024, by the indicated vote.

**Exhibit A: Conditions of Approval**

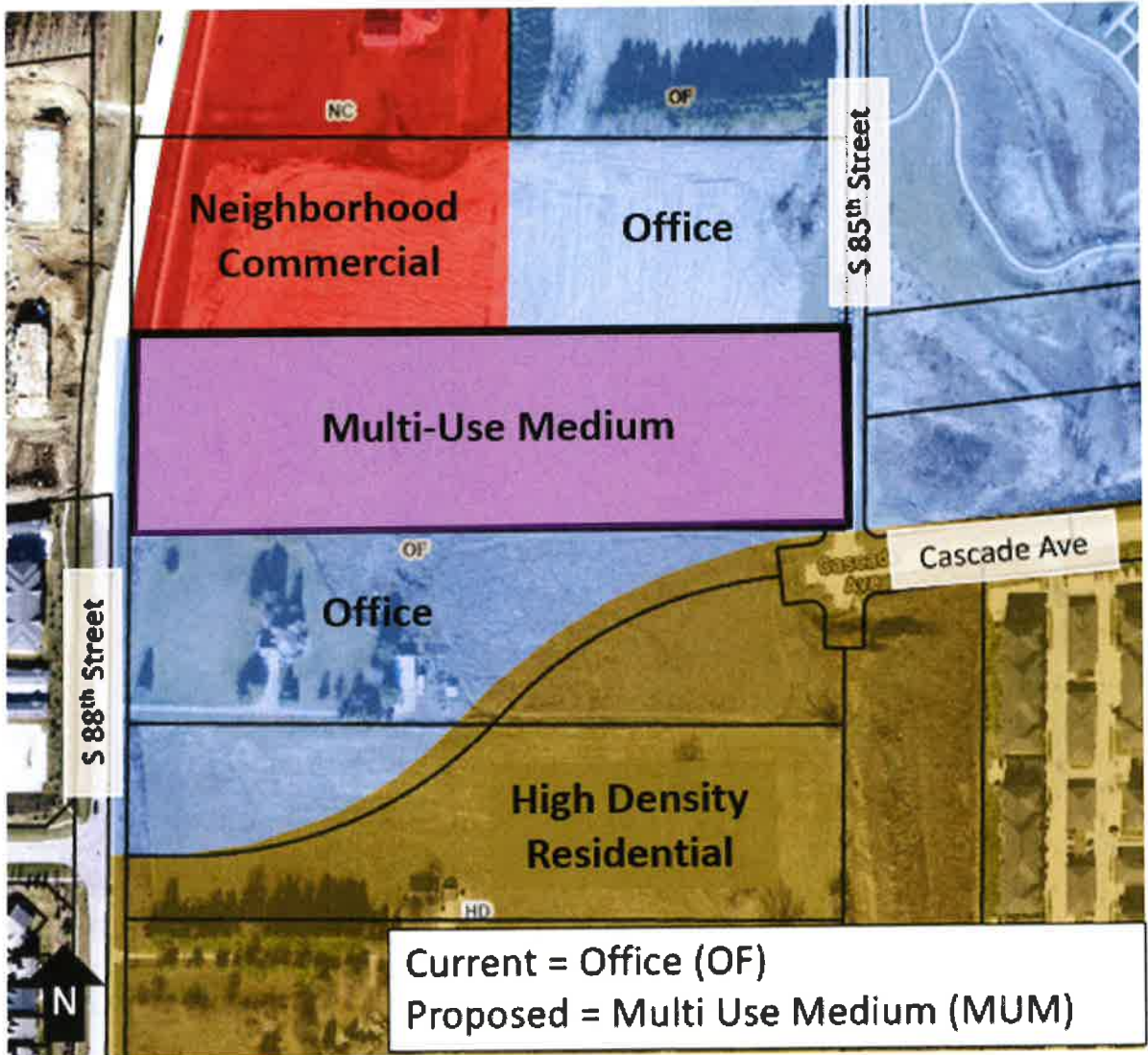
1. None

**Exhibit B: Legal Description**

LOT 4 OF SUNSET RIDGE, A SUBDIVISION NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

LOT 4 CONTAINS 437,860 SF OR 10.052 ACRES MORE OR LESS.

# Comprehensive Plan Land Use Map Change Illustration





Prepared by: Kate Devine, 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, 2024, 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 designating the Residential High Density (RH-18) Zoning District on approximately 9.5 acres consistent with the adopted Comprehensive Plan Land Use Map as amended, on that property legally described as follows and shown on the attached Consistency Zoning Illustration:

**Legal Description**

**LOT 4 OF SUNSET RIDGE, A SUBDIVISION NOW INCLUDED IN AND  
FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS  
COUNTY, IOWA.**

**LOT 4 CONTAINS 437,860 SF OR 10.052 ACRES MORE OR LESS.**

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

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

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

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

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

**Passed and approved by the City Council on June 3, 2024**

\_\_\_\_\_  
Russ Trimble, Mayor

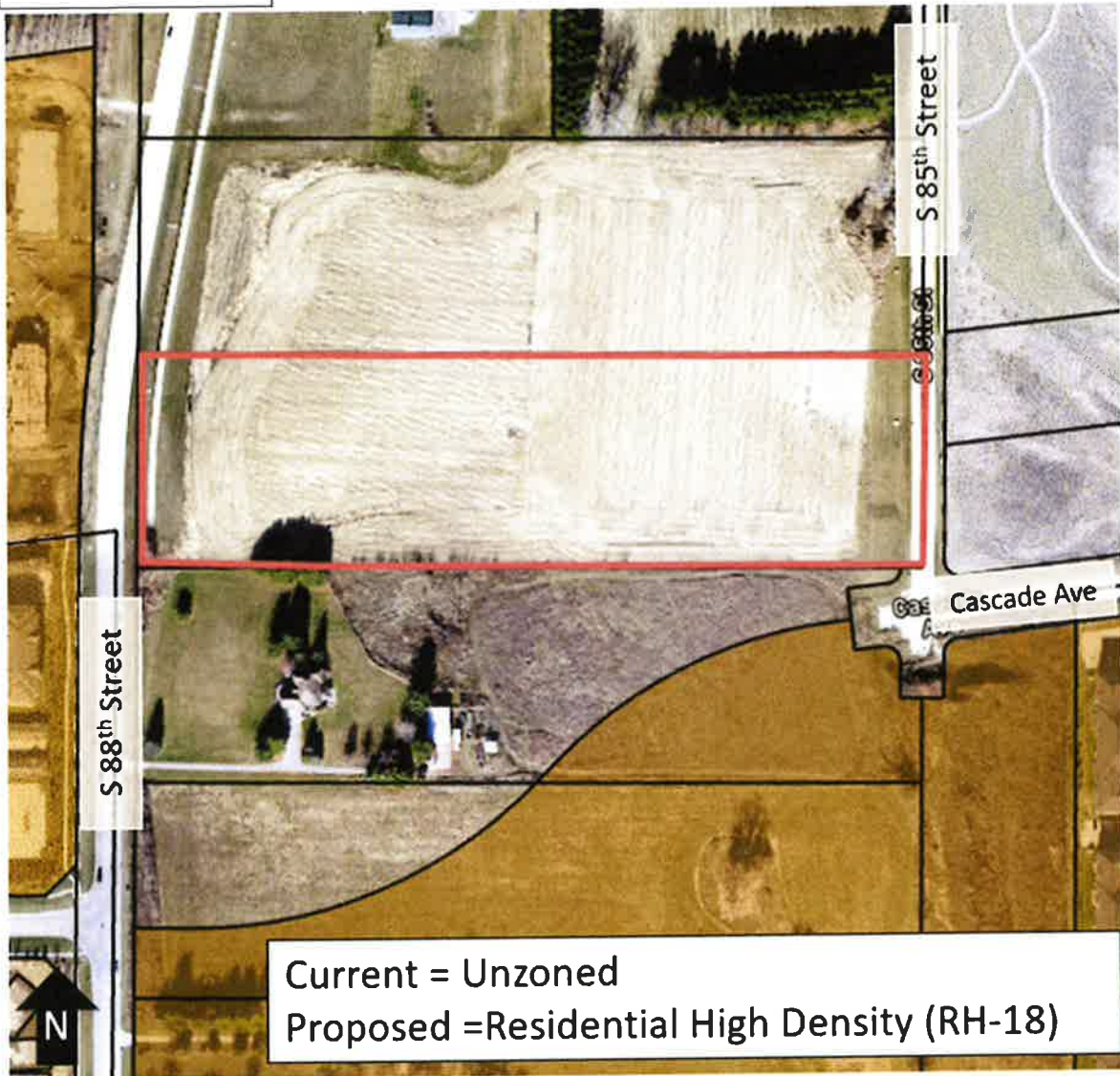
ATTEST:

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

The foregoing Ordinance No. \_\_\_\_\_ was adopted by the Council for the City of West Des Moines, Iowa, on \_\_\_\_\_, 2024, and was published in the Des Moines Register on \_\_\_\_\_, 2024.

Illustration

Consistency Zoning



## CITY OF WEST DES MOINES STAFF REPORT COMMUNICATION

**Meeting Date:** June 3, 2024

**ITEM:** Village on Jordan Creek PUD, Southwest corner of Jordan Creek Parkway and Ashworth Road - Amend Parcel A within the Village on Jordan Creek Planned Unit Development Ordinance to modify square footage allowances for restaurants and commercial uses and associated parking requirements – CRG Residential – ZC-006378 -2024

### **Resolution: Approval of Second Reading of Amendment to Planned Unit Development Ordinance**

**Background:** The applicant and property owner, John Lassaux, CRG Residential, requests approval of an amendment to the Village on Jordan Creek Planned Unit Development (PUD) Ordinance, governing development of that ground generally located at the southwest corner of Jordan Creek Parkway and Ashworth Road. The applicant is requesting to amend the amount of restaurant space allowed on Parcel A and to amend how parking is calculated for restaurant uses. The amendment will only revise regulations for Parcel A which contains The Cunningham mixed use building; parcel B and C on the west side of 76<sup>th</sup> Street will remain as is.

The amendment increases the total square footage allowance for restaurants uses to accommodate two additional restaurant tenants (in addition to Ruth Chris) to occupy commercial spaces within the building if the restaurant uses have differing peak times. The ordinance will also revise how parking is calculated for restaurants from gross square feet of the tenant space to patron use/seating areas. Finally, the amendment will provide an allowance for restaurant employee parking during peak hours to be located offsite when within 1,000 feet of the site and if safe and accessible paths are provided for employee/pedestrian movement.

### **Staff Review & Comment:**

- **Financial Impact:** No city assistance is anticipated.
- **History:** The PUD was originally adopted in October of 2020 to allow for initiation of a development consisting of medium density residential for a senior living facility and future office use(s). The PUD was amended in 2021 to allow for a mixed-use development with a parking structure (The Cunningham) to occupy the existing office parcel at the corner of Jordan Creek Parkway and Ashworth Road.
- **Development & Planning Subcommittee:** The Development and Planning Subcommittee discussed the PUD amendment at the April 1, 2024, meeting. The discussion included information provided by the developer regarding the anticipated peak use times and peak parking demand for the proposed commercial and restaurant uses and notation that the developer felt the parking required for the residential units was much above what would be needed. The uses and parking of the mixed-use development as desired was outlined in comparison with the current PUD requirements with the applicant indicating the site will be able to accommodate parking with a shared parking option. The parking for additional restaurants was noted as a concern by the Subcommittee being there is limited option for overflow parking on this or adjacent property if the site does not provide sufficient parking for the proposed uses. The Subcommittee indicated they would be agreeable to the addition of the third restaurant use using shared parking or other parking options if the

PUD could be modified to address evaluation of future changes in tenants and their operational aspects to confirm that if uses in the building change from what is proposed today, parking in the future would not become an issue.

- Proposed PUD Changes to Parcel A:

- Density: The applicant is requesting an amendment applicable to the mixed-use development (Parcel A) to allow for additional restaurant uses to be able to occupy the commercial tenant spaces in addition to the existing Ruth Chris restaurant, therefore, the following modifications are proposed:
  - Increase Parcel A from a single restaurant use (Ruth Chris) to a maximum of three (3) restaurant uses with a maximum of 23,680 square feet. If multiple restaurants occupy the commercial spaces within the building, the developer/owner must demonstrate differing peak-hours of service (or days, or seasons) or differing times of peak parking demand. The total parking demand at any one time must be adequately served by the existing onsite parking spaces designated for commercial uses in addition to that required for the residential use.
  - For any change in future commercial and restaurant uses, the developer/owner will be required to provide documentation that the density of use(s) and the parking required for the combined commercial uses on site can be accommodated by the onsite parking spaces designated for commercial uses in addition to that required for the residential use.
- Parking: The mixed-use development (Parcel A of the PUD) requires a minimum of 467 onsite parking stalls within the site. The development currently provides 181 surface parking stalls and 288 garage stalls for a total of 469 parking stalls. To accommodate the additional restaurant use(s) on the site the following modifications to parking requirements are proposed for the ordinance amendment:
  - Restaurant parking: The current PUD requires a minimum of 8 parking stalls for every 1,000 square feet of gross floor area for the restaurant use. The proposed amendment revises the parking requirement from gross floor area to be based on the total square feet of the patron/seating area of the restaurant use. With the reduction in parking to only accommodate patrons using the restaurant, employee parking will be revised to require one space for each employee on the largest shift.
  - Cumulative/Shared Parking: The amendment provides for a cumulative/shared parking alternative, which will allow commercial/restaurant uses to share parking spaces as a means to meet minimum parking requirements as long as it can be demonstrated that the peak requirement of all occupancies of all uses within the site occurs at different times during the day. Tenants wishing to benefit from shared parking will be required to provide a shared parking study/analysis that demonstrates the feasibility of shared parking (off set peak business hours/days or parking demand) prior to a tenant occupying the space. Only if it is demonstrated by the parking study that there is sufficient available parking to accommodate all uses (residential and non-residential) within the development, or additional parking is provided as otherwise allowed shall a building permit for Tenant Improvement be issued.
  - Alternate Parking: The PUD amendment also allows, if needed to meet parking minimums for the proposed uses, the option to provide employee only parking

offsite. If using this alternative, an offsite parking agreement must be provided by the developer/owner to show permanent parking is being provided offsite and the location of such parking is within 1,000 feet of the entry to the tenant space. The offsite parking must be accessed by a walkable path or sidewalk with appropriate signalized crossing if the offsite parking is located across the street from the development.

- Additional Parking Provided: The ordinance amendment is also including a provision that requires that additional parking may be required to be constructed onsite or operations restricted onsite if parking becomes an issue onsite or within surrounding neighborhoods or complaints are received. This language will help to address any parking issues if the uses increase in intensity, or the site can no longer accommodate the uses provided due to limitations of available parking.
- Traffic Analysis Findings: No traffic study required for the amendment being no change in intended commercial uses is proposed.

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

Planning and Zoning Commission Action:

Date: May 13, 2024  
Vote: 6-0 for approval, with Commissioner McCoy absent  
Recommendation: Recommend Approval of PUD amendment

City Council First Reading:

Date: May 20, 2024  
Vote: 3-1-1 for approval, with Council Member Trevillyan voting against and Council Member Hudson abstaining

City Council Discussion: Council Member Hudson questioned the allowance for alternative parking for employees to be located off-site and how that would be confirmed. Council Member Trevillyan noted concern for the office uses selling in the future and how the off site parking will be available in the future. Council Member Trevillyan also noted a concern and inquired as to why we are making an allowance to reduce parking and why not simply enforce current code regulations. Council Member McKinney explained the Development and Planning subcommittee held a discussion on this item and noted the developer is very aware and conscientiously picking tenants with off-setting parking requirements and off-peak hours for the restaurants. Staff noted the PUD will require the developer to provide a new parking study when uses or tenant spaces change. Staff also explained that complaints from residents within the development and surrounding areas, or by emergency response should circulation become a problem would raise the awareness of a lack of parking. Staff acknowledged that should a problem arise, shy of the City Council shutting someone down, that remedy options would be limited; however, the developer would be responsible for remedying the situation.

City Council Second Reading:

Date: June 3, 2024  
Vote:

**Recommendation:** Approve the request to amend the Village on Jordan Creek Planned Unit



Development (PUD), subject to the applicant meeting all City Code requirements.

**Lead Staff Member: Karen Marren**

**Approval Meeting Dates:**

Planning and Zoning Commission	May 13, 2024
City Council: First Reading	May 20, 2024
City Council: Second Reading	June 3, 2024
City Council: Third Reading	June 17, 2024

**Staff Report Reviews:**

Planning & Zoning Commission	<input checked="" type="checkbox"/> Development Coordinator (or) <input checked="" type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
City Council	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Legal Department <input checked="" type="checkbox"/> Agenda Acceptance <i>AM</i>

**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	5/6/24
Date(s) of Mailed Notices	5/1/24

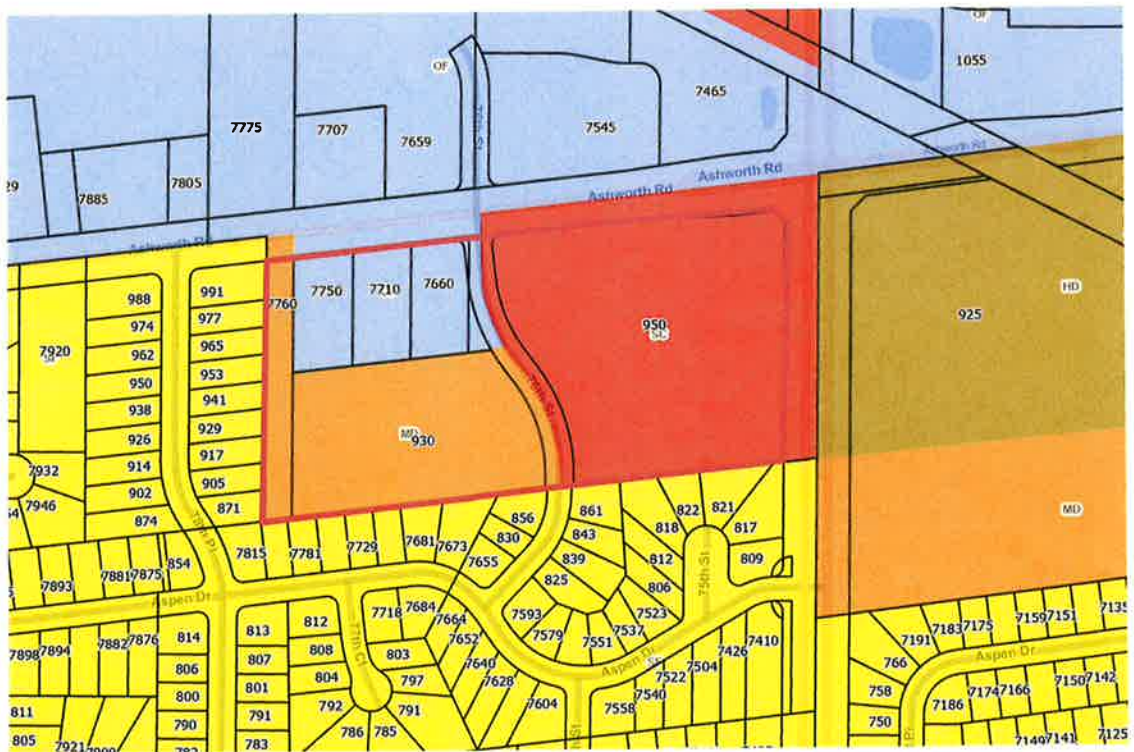
**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning			
Date Reviewed	4/1/24			
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>	No Discussion <input type="checkbox"/>

### Location Map



### Land Use Map





**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION**

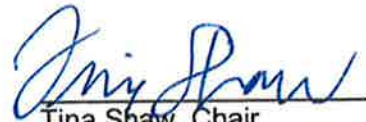
**NO. PZ-24-022**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, CRG Residential, requests approval of an amendment to the Village on Jordan Creek Planned Unit Development Ordinance to revise square footage allowances for restaurants and commercial uses and associated parking requirements for Parcel A (The Cunningham) on that property indicated on the Location Map, included in the staff report; 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 to amend the Village on Jordan Creek Planned Unit Development Ordinance (ZC-006378-2024), 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 13, 2024.



Tina Shaw, 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 May 13, 2024, by the following vote:

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

NAYS:

ABSTENTIONS:

ABSENT: McCoy

ATTEST:



Recording Secretary

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

## ORDINANCE #

### AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2024, AND ORDINANCE #2445 AND #2476, PERTAINING TO PLANNED UNIT DEVELOPMENT (PUD), DISTRICT REGULATIONS AND GUIDELINES.

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

**SECTION 1. Amendment.** Ordinance #2445, #2476, pertaining to the Village on Jordan Creek Planned Unit Development, Section 6, *Requirements*, Subsection A1, *Density*, is hereby amended by deleting the highlighted strike-through text and inserting the text in bold italics accordingly and renumbering as required (*note numbering error in current codified version*). All other items in current adopted portion of code not reflected below shall remain as is.

4. **2. Density:** The following density shall be permitted for the mixed-use building on Parcel A:
  - a. Residential Uses: The total number of dwelling units allowed shall not exceed one hundred ninety-nine (199) units.
  - b. ~~Commercial (Office/Retail) Uses, except Restaurants: The collective total commercial square footage shall not exceed eight thousand (8,000) square feet.~~ **Commercial Uses: The total combined gross area for commercial use(s) (restaurant, retail and office uses) within the development shall not exceed 27,240 gross square feet.**
    - i. **Restaurant Uses: A maximum of three (3) restaurant uses may be permitted for the development with a maximum area of 23,680 gross square feet. For multiple restaurant uses to be permitted, the developer/owner must demonstrate differing peak-hours of service (or days, or seasons) or differing times of peak parking demand, and that the total parking demand at any one time would be adequately served by the existing onsite parking spaces designated for commercial uses in addition to that required for the residential use.**
  - c. ~~Restaurant Use: The restaurants use shall not exceed fifteen thousand (15,000) square feet.~~ **For any change in use of the existing commercial and restaurant uses or tenant space(s), the developer/owner shall provide documentation that the density of use(s) and the parking required for the combined commercial uses on site can be accommodated by the existing onsite**

***parking spaces designated for commercial uses in addition to that required for the residential use provided within the development.***

**SECTION 2. Amendment.** Ordinance #2445, and #2476, pertaining to the Village on Jordan Creek Planned Unit Development, Section 6, *Requirements*, Subsection A4, *Parking*, is hereby amended by deleting the section in its entirety and inserting the text in bold italics accordingly and renumbering as required. All other items in current adopted table but not reflected below shall remain as is.

4. ***Parking:***
  - a. ***The minimum number of parking stalls provided on site shall be not less than 467 stalls.***
  - b. ***The following minimum parking ratios shall be used for determining parking requirements for the various tenants within the multi-use development in Parcel A:***
    - i. ***Commercial (office/retail/non-residential) uses, excluding restaurant uses – 3.5 stalls per 1,000 gross square feet of floor area***
    - ii. ***Sit-down restaurant – 8 stalls per 1,000sf for the customer seating areas (front of house) space. One (1) additional space shall be provided for each employee on the largest peak shift.***
    - iii. ***Residential – 1.50 stalls per 1 or 2-bedroom unit***
    - iv. ***Residential Visitor – 1 stall per every 10 units***
  - b. ***Cumulative/Shared parking for uses within parcel A may be allowed where it can be demonstrated that the peak requirement of occupancies of all uses within the site occurs at different times during the day. Applicants wishing to use shared parking as a means of satisfying minimum parking requirements shall submit a shared parking study/analysis to the Development Services Department that clearly demonstrates the feasibility of shared parking. Prior to a change in tenant occupancy, including change in tenants conducting the same type of commercial activity, parking availability shall be reevaluated. Only if it is demonstrated by the parking study that there is sufficient available parking to accommodate all uses (residential and non-residential) within the development, or, additional parking is provided as otherwise allowed herein, shall a building permit for Tenant Improvement be issued.***
    - i. ***Shared Parking Study/Analysis: The applicant or property owner shall conduct the parking study – the hiring of an outside agency is at the applicant/property owner’s discretion but is not required. At a minimum the parking study shall provide details on the density or size and type of the proposed uses within the development, operational details, number of employees at peak times, the anticipated rate of parking turnover for each non-residential use and the anticipated peak parking and traffic loads for all uses that will be sharing parking spaces. In addition, the applicant shall provide a minimum one-week of daily counts documenting the number of utilized and vacant spaces. Such counts shall be done at noon and at 6:00 p.m. each day, as well as 15 minutes after the indicated start time of peak times for each of the businesses.***
  - c. ***Alternate Parking: Parking for employees only may be accommodated with an off-site parking agreement. All parking for residential uses and patrons***

*of commercial tenants must be provided on-site. Only parking that is located within 1,000 feet of the entry into the tenant space may qualify. Off-site parking shall be connected to the Parcel A by a defined paved walkable path or sidewalk with crossings of a street occurring at a defined intersection, preferably signalized. The location of the offsite parking will only be allowed when the site location is a use with off peak parking demand from this development or the site has an excess of parking existing on site.*

- d. *Additional parking may be required to be constructed within the site, including the provision of an additional level on the parking structure or operations restricted when on-site parking issues or parking in surrounding neighborhoods becomes a problem and complaints are received. At such time when it is demonstrated on multiple occurrences that there is not enough parking to accommodate on-site uses or densities, the City reserves the right to require modifications in operations or an increase in the number of parking stalls either through construction on-site or execution of shared-parking agreements. Prior to implementation of additional parking within the site, submittal and approval of a Minor Modification Site Plan application will be required which details the location of additional parking and engineering and design details.*

**SECTION 3. Repealer.** All ordinances of parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 4. Savings Clause.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 5. Violations and Penalties.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Section 1 of the City Code of the City of West Des Moines, Iowa.

**SECTION 6. 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 7. 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 June 17, 2024.**

\_\_\_\_\_  
Russ Trimble, Mayor

ATTEST:

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

The foregoing Ordinance No. \_\_\_\_\_ was adopted by the City Council for the City of West Des Moines, Iowa, on \_\_\_\_\_, 2024, and was published in the Des Moines Register on \_\_\_\_\_, 2024.

No changes from Previous Reading

## CITY OF WEST DES MOINES STAFF REPORT COMMUNICATION

**Meeting Date:** June 3, 2024

**ITEM:** Ordinance Amendment, Amend Title 9 (Zoning) to modify regulations pertaining to the application requirements for Temporary Garden Center Permits - City Initiated – AO-006369-2024

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

**Background:** Development Services Staff is initiating an amendment to the chapter and section identified below in Title 9 (Zoning) to clarify regulations pertaining to the application submittal requirements for a Temporary Garden Center permit as currently regulated within City Code.

Specifically, the following changes are proposed with this request:

- Title 9: Zoning
  - Chapter 16: *Temporary Use Permits*, Section 7: *Specific Requirements*, Subsection J: *Retail Sales Of Landscape Nursery Materials* to clarify when the requirement that a hold harmless agreement needs to be executed with the city.

**Staff Review & Comment:**

- Ordinance Amendment Intent: Currently, City Code states that all temporary garden centers need to execute a hold harmless agreement with the city. This is not necessary. Garden centers under a Temporary Use Permit can only happen on private property; therefore, a Hold Harmless applicable to the City would be meaningless. For a seasonal garden center to occur on city property, special City Council approval would be required and the terms and agreements necessary would be obtained as part of that process. This clean up aligns the code with Staff's current procedure for temporary garden center permits on private property.

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

Planning and Zoning Commission Action:

Date: May 13, 2024  
 Vote: 6-0 for approval, with Commissioner McCoy absent  
 Recommendation: Approval of Ordinance Amendment

City Council First Reading:

Date: May 20, 2024  
 Vote: 5-0 for approval

**Recommendation:** Approve the Ordinance Amendment to City Code.

**Lead Staff Member: Emani Brinkman**

**Approval Meeting Dates:**

Planning & Zoning Commission	May 13, 2024
City Council: First Reading	May 20, 2024
City Council: Second Reading, Waive Third and Adopt	June 3, 2024

**Staff Report Reviews**

Planning & Zoning Commission	<input checked="" type="checkbox"/> Development Coordinator/Director	<input checked="" type="checkbox"/> Legal Department
City Council	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Legal Department <input checked="" type="checkbox"/> Agenda Acceptance

**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	5/2/24
Date(s) of Mailed Notices	NA

**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning			
Date Reviewed	4/15/24			
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>	No Discussion <input checked="" type="checkbox"/>

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION**  
**NO. PZC-24-017**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, staff requests approval of an Ordinance Amendment to Title 9: *Zoning*, Chapter 16: *Temporary Use Permits*, Section 7: *Specific Requirements*, Subsection J: *Retail Sales Of Landscape Nursery Materials* to modify regulations pertaining to application requirements for Temporary Garden Center Permits on private property as currently regulated within City Code.

**WHEREAS**, the Ordinance Amendment 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 the City Council approve the Ordinance Amendment (AO-006369-2024).

**PASSED AND ADOPTED** on May 13, 2024.

  
\_\_\_\_\_  
Tina Shaw, 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 May 13, 2024, by the following vote:

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

NAYS:

ABSTENTIONS:

ABSENT: McCoy

ATTEST:

  
\_\_\_\_\_  
Recording Secretary



Prepared by: Emani Brinkman, City of West Des Moines, Development Services Dept., P.O. Box 65320,  
West Des Moines, IA 50265-3620, 515-222-3620  
When Recorded Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

## ORDINANCE NO.

### AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2024, TITLE 9, (ZONING), CHAPTER 16 (TEMPORARY USE PERMITS)

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

**Section 1. Amendment.** Title 9: *Zoning*, Chapter 16: *Temporary Use Permits*, Section 7: *Specific Requirements*, Subsection J.9: *Retail Sales of Landscape Nursery Materials, Indemnification And Proof of Insurance* is hereby amended by deleting the text in highlighted strike-thru and adding the text in bold italics:

9. Indemnification And Proof Of Insurance: ***If the garden center is on public property,*** ~~the~~ owner or operator of any long term temporary use 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 one million dollars (\$1,000,000.00) for each personal injury accident and/or death; one million dollars (\$1,000,000.00) for each aggregate personal injury and/or death; and one million dollars (\$1,000,000.00) for each property damage accident. The evidence shall name the city as a coinsured and shall state 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.

***If the garden center is on public property,*** ~~the~~ owner or operator of a temporary garden center, ~~or the property owner,~~ shall execute an agreement, acceptable to the city, which indemnifies and holds harmless the city from any and all liability, damages, claims, costs, expenses, interest, and reasonable attorney fees relating to the garden center and associated facilities on the property.

**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 June 3, 2024.

\_\_\_\_\_  
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 \_\_\_\_\_, 2024, and published in the Des Moines Register on \_\_\_\_\_, 2024.

CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION

NO CHANGE FROM THE PREVIOUS READING

DATE: June 3, 2024

**ITEM:**

Ordinance Amendment, Amend City Code Title 7 (Public Ways and Property), Chapter 1 (Streets, Sidewalks, and Alleys), Section 5 (Removal of Snow and/or Ice Accumulations)

**RESOLUTION: Approval of Second Reading, Waive Third Reading, and Final Adoption of Ordinance Amendment**

**BACKGROUND:**

This Code Amendment would update the current code language to identify the correct department that is responsible for the enforcement of snow and ice removal. Current code states that it is the responsibility of the Community Development Department, but this is now handled by the Public Services Department. This code amendment also updates the language for the process for serving a notice to a property owner regarding failure to remove snow and/or ice accumulations from sidewalks by making the notification process consistent with that of other nuisance violations. Current Code language requires a notice to be posted on the front door and the garage of the violation property and provides no guidance for situations involving multi-residential properties, properties with no garages, or properties with no structures at all. These proposed changes would allow the notice to be either a) personally served, b) posted in a conspicuous place on the property or building, or c) posted via a sign on the property if there are no structures. This Amendment also updates position titles to align with current department structuring and practices.

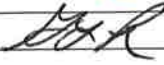

**OUTSTANDING ISSUES:** There are no outstanding issues.

**RECOMMENDATION:** Approve the Ordinance Amendment to City Code.

**Lead Staff Member:** Joseph C. Cory, P.E. Deputy Public Services Director



**STAFF REVIEWS**

Department Director	Gary Rank, Public Services Director	
Appropriations/Finance	Tim Stiles, Finance Director	
Legal	Greta Truman, City Attorney	
Agenda Acceptance		

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	Community Compliance		
Date Reviewed	May 20, 2024		
Recommendation	Yes	No	Split

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2024, TITLE 7 (PUBLIC WAYS AND PROPERTY), CHAPTER 1 (STREETS, SIDEWALKS, AND ALLEYS), SECTION 5 (REMOVAL OF SNOW AND/OR ICE ACCUMULATIONS) TO \_\_\_\_\_.

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

**Section 1. Amendment.** Title 7, *Public Ways and Property*, Chapter 1: *Streets, Sidewalks, and Alleys*, Section 5: *Removal of Snow and/or Ice Accumulations*, Subsection B: *Enforcement Of Section* is hereby amended by deleting the highlighted strike-through text and inserting the text in bold italics. All other items in the current adopted section but not reflected below shall remain as is.

Enforcement Of Section: The ~~Director of Public Works~~ **Services**, the ~~director of community development~~ **Director of Development Services**, or the ~~Police Chief~~ or their designated representative shall enforce the provisions of this section.

**Section 2. Amendment.** Title 7, *Public Ways and Property*, Chapter 1: *Streets, Sidewalks, and Alleys*, Section 5: *Removal of Snow and/or Ice Accumulations*, Subsection D: *Obligation Of Property Owner* is hereby amended by deleting the highlighted strike-through text and inserting the text in bold italics. All other items in the current adopted section but not reflected below shall remain as is.

Obligation Of Property Owner:

1. The owner of any property abutting a public sidewalk with the exception of bike paths and combination bike paths/pedestrian walkways maintained by the city, shall remove snow, ice and accumulations from sidewalks within a reasonable time but in no case more than twenty-four (24) hours following the cessation of the weather or other event by which they were deposited, provided, however, that in extraordinary weather circumstances the ~~director of public works~~ **Director of Public Services** or their designated representative may extend the period of time provided herein. In those situations the ~~director of public works~~ **Director of Public Services** or their designated representative will deliver to representative news media a statement indicating the amount of additional time the property owners shall have to remove accumulations from sidewalks.

2. If accumulations are not removed as required above, including any extraordinary weather circumstances, or required treatment pursuant to subsection E of this section is not completed and maintained, the ~~director of community development~~ **Director of Public Services** or their designated representative may give to the property owner a notice entitled "~~Official Notice – Failure to Remove Snow or Ice Accumulation on Sidewalk and/or Failure to Treat Snow and/or Ice Accumulation on Sidewalk~~" on a form approved by the city setting forth the location/address of the violation and to whom the notice is directed with the explanation of the violations. This notice shall be personally served upon an adult person residing at the address of the party being served. If personal service is not possible, written notice of such violation shall be affixed to the front door of the premises and the garage if they are accessible **is hereby authorized to**



***personally serve upon the owner or responsible party of the property a written notice to abate which shall include a description of the violation and City Code section, a description of the action necessary to abate the violation along with a specified time period to abate. Failure to comply with the order to abate will cause the City to undertake such abatement and assess the actual and administrative costs in addition to any other action provided for in City Code. In lieu of personal service, service of this notice shall be deemed adequate by posting the notice in a conspicuous place on the property or building where the violation has occurred. If there is no building on the property, a sign shall be posted on the property providing notice.*** The owner ***or responsible party*** of the property in violation ***must comply with the notice*** and shall have twenty-four (24) hours from the time of service or posting of this notice in which to take corrective action and bring the sidewalk into compliance with this code. The existence of extraordinary weather conditions as determined by the ~~director of public works~~ ***Director of Public Services***, pursuant to this subsection, shall extend the twenty-four (24) hours until such extraordinary weather conditions have dissipated. Upon notification by the ~~public works director~~ ***Director of Public Services*** of the end of extraordinary weather conditions, the twenty-four (24) hours will start. If the accumulations are not timely removed or the required treatment pursuant to subsection E of this section is not completed and maintained, the ~~director of community development~~ ***City Attorney*** or their designated representative is authorized to issue a ~~civil~~ ***municipal*** citation pursuant to section 364.22 of the code of Iowa ***or to seek alternative relief pursuant to this section.***

3. A second subsequent violation of this section shall not be considered a repeat offense pursuant to section 364.22(1), code of Iowa, for the purposes of increasing the civil penalty provided in said code section, unless the prior or preceding offenses have occurred within the current snow season.

**Section 3. Amendment.** Title 7, *Public Ways and Property*, Chapter 1: *Streets, Sidewalks, and Alleys*, Section 5: *Removal of Snow and/or Ice Accumulations*, Subsection F: *Unlawful Deposit Of Snow And/Or Ice* is hereby amended by deleting the highlighted strike-through text and inserting the text in bold italics. All other items in the current adopted section but not reflected below shall remain as is.

Unlawful Deposit Of Snow And/Or Ice: No person shall remove, or cause to be removed, accumulations from private premises and deposit the same or cause the same to be deposited upon any public street, avenue, alley, public square or traveled area within the city.

The ~~director of community development~~ ***City Attorney*** or their designated representative is authorized to issue a civil citation pursuant to section 364.22(4) of the code of Iowa to anyone violating this subsection indicating said person is in violation of this subsection and is subject to the penalties provided for in section 364.22, the code of Iowa.

**Section 4. Amendment.** Title 7, *Public Ways and Property*, Chapter 1: *Streets, Sidewalks, and Alleys*, Section 5: *Removal of Snow and/or Ice Accumulations*, Subsection G: *Alternative Relief* is hereby amended by deleting the highlighted strike-through text and inserting the text in bold italics. All other items in the current adopted section but not reflected below shall remain as is.

Alternative Relief: In any proceeding seeking a civil penalty for violations of the provisions of this section the ~~director of community development~~ ***Director of***

**Development Services** or their designated representative may seek additional alternative relief appropriate to the condition to be abated, including relief set forth in subsection H of this section.

**Section 5. Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 6. 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 7. 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 8. 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 9. 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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
Russ Trimble, Mayor

ATTEST:

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

The foregoing Ordinance No. \_\_\_\_\_ was adopted by the City Council for the City of West Des Moines, Iowa, on \_\_\_\_\_, 2024, and published in the Des Moines Register on \_\_\_\_\_, 2024.

## CITY OF WEST DES MOINES STAFF REPORT COMMUNICATION

**Meeting Date:** June 3, 2024

**ITEM:** Valley West Mall, 1551 Valley West Drive – Amend Comprehensive Plan Land Use Map to designate Multi-Use High land use and Establish the Valley West Mall Planned Unit Development Ordinance to provide for the redevelopment of the property – Valley West Mall, LLC – CPAZC-006423-2024 (**deferred from May 20, 2024**)

**RESOLUTION:** Approval of Comprehensive Plan Land Use Map Amendment

**ORDINANCE:** Approve First Reading of Ordinance Establishing a Planned Unit Development

**Background:** The project representative, Matthew Bader with Spinoso Real Estate Group, and Krista Freitag, Court Appointed Receiver for the property owner, Valley West Mall, LLC, request approval of a Comprehensive Plan Land Use Map Amendment and Rezoning Request on that ground located at 1551 Valley West Drive. The Comprehensive Plan Amendment and Rezoning are being requested to encourage acquisition and redevelopment of the mall property.

Specifically, the following Land Use and Zoning changes are proposed with this request:

- Amend the Comprehensive Plan Land Use Map to change from Regional Commercial (RC) land use classification to Multi-Use High (MUH) land use classification.
- Rezone the subject property to establish the Valley West Mall Planned Unit Development (PUD) Ordinance.

Note: The assignment of Comprehensive Plan land use designation extends to the centerline of adjacent roads, while the zoning designation is confined to property lines.

### **Staff Review & Comment:**

- **Financial Impact:** Undetermined. At this time, there is no site development Master Concept Plan, nor are any future tenants known for the development. It is fully anticipated that as part of the city review and approval of a Master Redevelopment Concept Master Plan that there very likely will be discussions regarding incentives from the city.
- **Development Intent:** This PUD is intended to provide for and encourage the redevelopment of the property with integration of high-density residential use(s) with a variety of commercial, office, and light industrial (no-exterior activities or impacts) land uses in a planned, cohesive and pedestrian-focused walkable development. Uses, activities and enriching elements that encourage both day and evening activity shall be incorporated in the master planning to enhance and define the development.

As noted above, there is no development/redevelopment plans at this time. The requested Comprehensive Plan and Zoning changes are being done to set the property up for future redevelopment and to demonstrate the city's willingness to allow for alternative uses within the site.

- Zoning Designations: Until such time that the PUD is amended in response to a city acceptable master redevelopment plan, the PUD provides that allowed uses and any site improvements (such as restaurant patio additions) shall be governed under the currently designated Regional Commercial regulations. Per the PUD, the future redevelopment plan could incorporate uses allowed in the Residential High-Density (RH), Regional Commercial (RC), Office (OF) and Light Industrial (LI) (no exterior aspects or impacts) zoning districts.
- Future Site Redevelopment: As stated in the PUD, prior to any exterior modifications to the building, except signage for interior tenants' additions or changes; and any physical changes or additions to the site, except exterior patios associated with and directly attached to an interior tenant and necessary maintenance and repair of all exterior common areas, including, but not limited to, parking areas, sidewalks, landscaping, and common utilities; and/or subdivision of the property to create defined parcels/lots, a master redevelopment concept plan shall be submitted to and approved by the city. As part of the approval of the master plan, an update to this PUD ordinance shall be completed to detail the redevelopment intent, identify specific allowed and prohibited uses and densities of specific use areas, and establish regulations for redevelopment of the site, such as but not limited to, minimum required setbacks, parking to be provided, open space and landscape requirements, height allowances, etc., and establish an architectural theme and material and color palette to ensure visual cohesiveness amongst all areas within the Valley West Mall property.

Changes or addition of any tenant within the existing mall building may occur as desired in accordance with use allowances identified in Title 9, Chapter 6 of city code for the Regional Commercial (RC) zoning district.

- Traffic Impact Study Results: Because there is no proposed redevelopment plan, no Traffic Impact Study (TIS) was done as part of this Comprehensive Plan Amendment and PUD establishment request. In the future, as part of the review of the required master redevelopment concept plan, a TIS will be required. Said study will be completed by city staff with the costs for the study being the responsibility of the developer/property owner/applicant, unless otherwise provided for in a development agreement with the city.

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

**Planning and Zoning Commission Action**:

Date: May 28, 2024

Vote: 6-0-1 for approval, with Commissioner Costa abstaining due to lack of applicant presence at the meeting

Recommendation: Approve the Comprehensive Plan Amendment and Zoning Request to establish a Planned Unit Development (PUD)

**Planning and Zoning Commission Discussion**: Staff explained the purpose behind the request was to demonstrate the city's desire and willingness to have the site redevelop with a mix of uses, including incorporation of residential living opportunities. Resident Srijan Karim indicated that redevelopment plans are five or so years overdue, noted that there is great potential for a creative mixed-use development and encouraged the city to be open to modifying regulations such as minimum parking required to encourage redevelopment that would benefit the area and city.

**City Council Comprehensive Plan Amendment**:

Date: June 3, 2024

Vote:



City Council Rezoning First Reading:

Date: June 3, 2024


Vote:

**Recommendation:** Approve the Comprehensive Plan Land Use Map Amendment and Rezoning request to establish the Valley West Mall Planned Unit Development (PUD) Ordinance, subject to the applicant meeting all City Code requirements.

**Lead Staff Member:** Lynne Twedt

<b>Approval Meeting Dates:</b>	
Planning and Zoning Commission	May 28, 2024
City Council: First Reading	June 3, 2024
City Council: Second Reading	February 22, 2024
City Council: Third Reading	February 22, 2024

**Staff Report Reviews:**

Planning & Zoning Commission	<input checked="" type="checkbox"/> Development Coordinator (or) <input type="checkbox"/> Director	<input checked="" type="checkbox"/> Legal Department
City Council	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Legal Department <input checked="" type="checkbox"/> Agenda Acceptance 

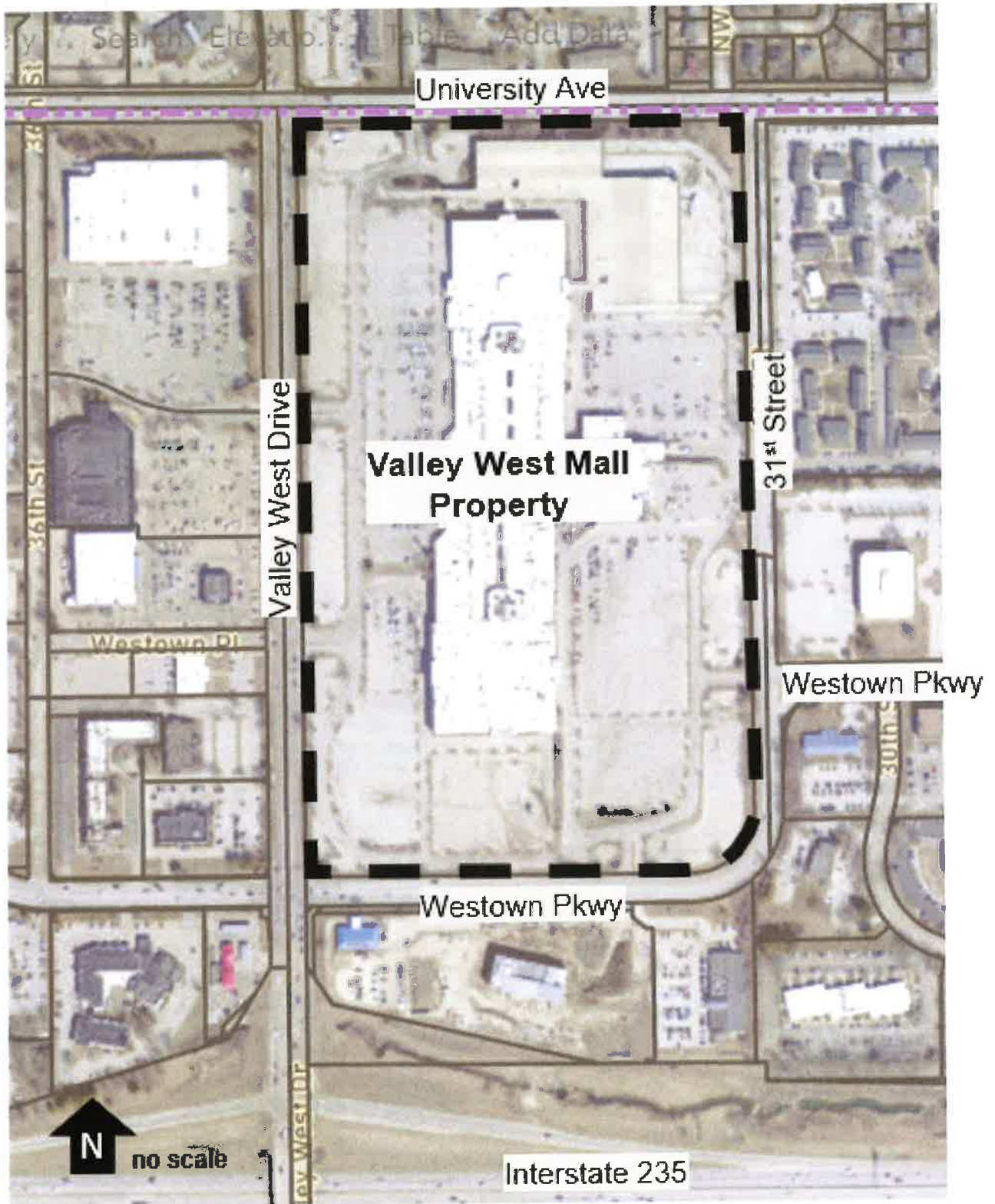
**Publications (if applicable)**

Published In:	Des Moines Register Community Section
Date(s) Published	5/3/24
Date(s) of Mailed Notices	4/30/24

**Council Subcommittee Review (if applicable)**

Subcommittee	Development & Planning			
Date Reviewed	5/6/24 as Upcoming Item			
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>	No Discussion <input checked="" type="checkbox"/>

Location Map



**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION**  
**NO. PZC-24-020**

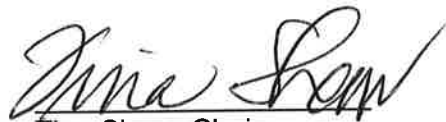
**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, Krista Freitag, Court Appointed Receiver for the property owner, Valley West Mall, LLC, requests approval of a Comprehensive Plan Land Use Map Amendment to change the land use designation of the property identified on the Comprehensive Plan Land Use change illustration included in the staff report as follows:

- Change from Regional Commercial (RC) land use classification to Multi-Use High (MUH) land use classification.

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

**NOW, THEREFORE**, the Planning and Zoning Commission of the City of West Des Moines recommends that City Council approve the Comprehensive Plan Land Use Map Amendment, (CPAZC-006423-2024) 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 28, 2024.



Tina Shaw, 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 May 28, 2024, by the following vote:

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

NAYS:

ABSTENTIONS: Costa

ABSENT:

ATTEST:

  
Recording Secretary

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION**  
**NO. PZC-24-021**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, Krista Freitag, Court Appointed Receiver for the property owner, Valley West Mall, LLC, requests approval of a Rezoning Request to establish the Valley West Mall Planned Unit Development on property as legally defined in the Planned Unit Development Ordinance and indicated on the Location Map, both of which are included in the staff report. Specifically, underlying zoning of Residential High-Density (RH), Regional Commercial (RC), Office (OF) and Light Industrial (LI) (no exterior activities or impacts) shall be allowed on the property as illustrated on the Sketch Plan attached to the Ordinance included in the staff report.

**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, (CPAZC-006423-2024) 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 28, 2024.



Tina Shaw, 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 May 28, 2024, by the following vote:

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

NAYS:

ABSTENTIONS: Costa

ABSENT:

ATTEST:



Recording Secretary

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

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

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### **RESOLUTION**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, Krista Freitag, Court Appointed Receiver for the property owner, Valley West Mall, LLC, requests approval of a Comprehensive Plan Land Use Map Amendment to change the land use designation from Regional Commercial (RC) land use classification to Multi-Use High (MUH) land use classification on the ground 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 28, 2024, the Planning and Zoning Commission did recommend to the City Council, by a 6-0-1 vote, 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-006423-2024) as shown on attached Comprehensive Plan Land Use Map Change Illustration, subject to compliance with all the conditions in the staff report, dated June 3, 2024, 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 June 3, 2024.

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Russ Trimble, Mayor

ATTEST:

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Ryan Jacobson, City Clerk

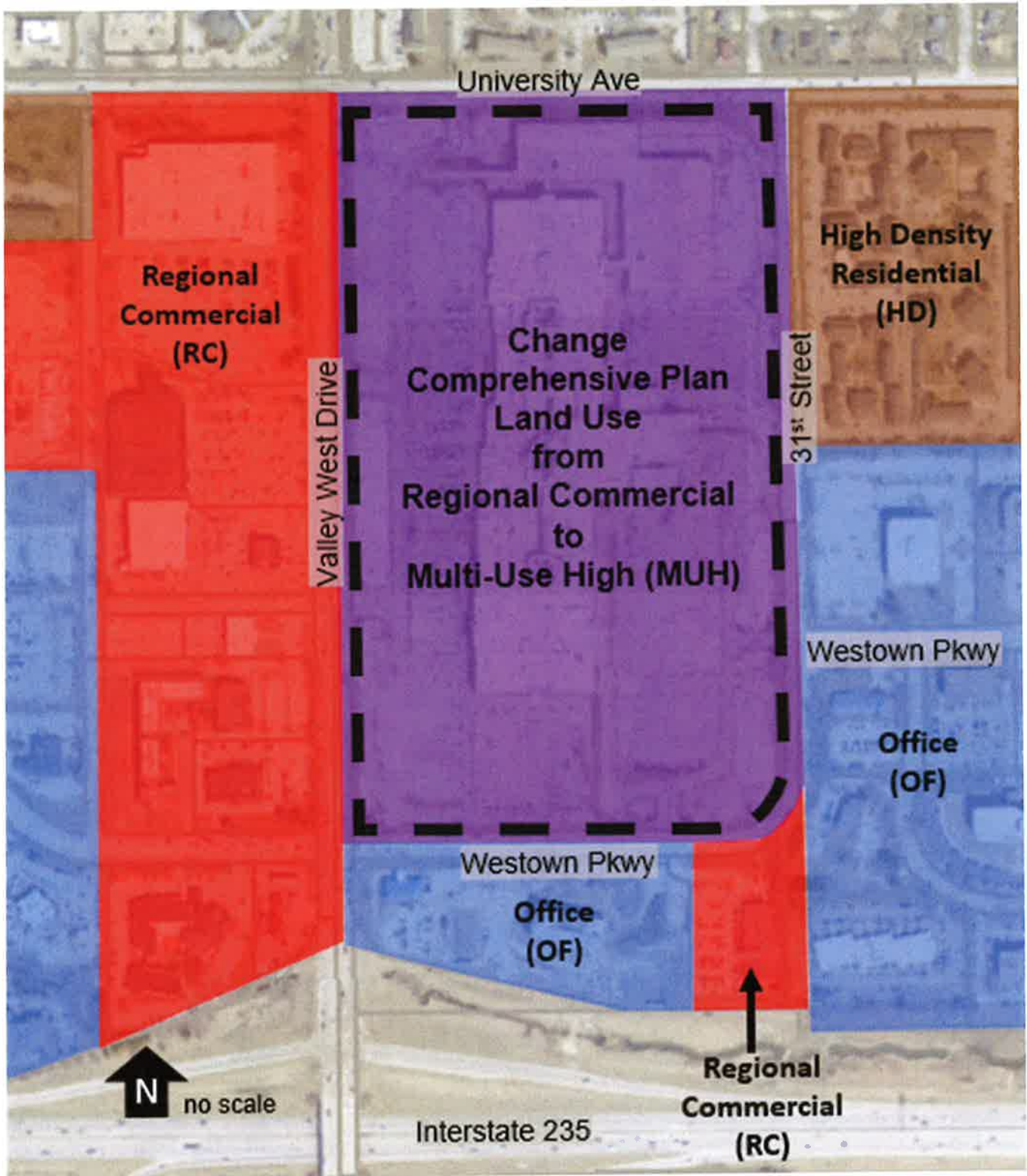
I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on June 3, 2024, by the indicated vote.

**Exhibit A: Conditions of Approval**

1. None



# Comprehensive Plan Land Use Map Change Illustration



Prepared by: Lynne Twedt, City of West Des Moines Development Services Dept., PO Box 65320,  
West Des Moines, Iowa 50265-0320 515-222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

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### **ORDINANCE #**

### **AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2024, BY AMENDING TITLE 9, ZONING, CHAPTER 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO PLANNED UNIT DEVELOPMENT (PUD), DISTRICT REGULATIONS AND GUIDELINES.**

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

**SECTION 1. Amendment.** Amend the Zoning Map of the City of West Des Moines, Iowa, by rezoning the following legally described property from Regional Commercial to Valley West Mall Planned Unit Development of West Des Moines, Iowa:

#### **Legal Description**

(SPECIAL WARRANTY DEED BOOK 14529, PAGE 411)

THE NORTH 80 ACRES OF THE WEST ONE-HALF OF THE NORTHWEST FRACTIONAL ONE-QUARTER OF SECTION 4, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, EXCEPT THE FOLLOWING:

THE EAST 40 FEET OF THE ABOVE DESCRIBED PARCEL;

THE 50 FEET ALONG THE WEST SIDE TAKEN BY THE CITY OF WEST DES MOINES FOR THE WIDENING OF 35<sup>TH</sup> STREET;

THAT PORTION LYING SOUTH AND EAST OF THE NORTH AND WEST LINE OF THE FOLLOWING DESCRIBED PARCEL:

AN 80 FOOT STRIP OF LAND CENTERED ON THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT 50 FEET EAST OF AND 942.8 FEET NORTH OF THE WEST QUARTER CORNER OF SAID SECTION 4; THENCE EAST AT RIGHT ANGLES TO THE WEST SECTION LINE OF SAID SECTION 1,063.72 FEET; THENCE NORTHEASTERLY ALONG A 27°17' CURVE A DISTANCE OF 330.87 FEET TO THE INTERSECTION WITH THE QUARTER-QUARTER SECTION LINE AND THERE TERMINATING.



ALL SITUATED IN THE COUNTY OF POLK, STATE OF IOWA.

**SECTION 1. DEVELOPMENT INTENT:** This PUD is intended to provide for and encourage the redevelopment of the property with integration of high-density residential use(s) with a variety of commercial, office, and light industrial (no-exterior activities or impacts) land uses in a planned, cohesive and pedestrian-focused walkable development. Uses, activities and enriching elements that encourage both day and evening activity shall be incorporated in the master planning to enhance and define the development.

Prior to any exterior modifications to the building, except signage for interior tenants' additions or changes; and any physical changes or additions to the site, except exterior patios associated with and directly attached to an interior tenant and necessary maintenance and repair of all exterior common areas, including, but not limited to, parking areas, sidewalks, landscaping, and common utilities; and/or subdivision of the property to create defined parcels/lots, a master redevelopment concept plan shall be submitted to and approved by the city. As part of the approval of the master plan, an update to this PUD ordinance shall be completed to detail the redevelopment intent, identify specific allowed and prohibited uses and densities of specific use areas, and establish regulations for redevelopment of the site, such as but not limited to, minimum required setbacks, parking to be provided, open space and landscape requirements, height allowances, etc., and establish an architectural theme and material and color palette to ensure visual cohesiveness amongst all areas within the Valley West Mall property.

Changes or addition of any tenant within the existing mall building may occur as desired in accordance with use allowances identified in Title 9, Chapter 6 of city code for the Regional Commercial (RC) zoning district.

**SECTION 2. SKETCH PLAN:** Attached hereto as Exhibit "A" (or on file with the city) and made a part of this rezoning approval is the Valley West Mall PUD Sketch Plan. It is intended that in conjunction with creation of a master redevelopment concept plan for the property, additional PUD parcels will be warranted. At the time of master planning, an amendment to this PUD ordinance shall be completed to appropriately update the Valley West Mall PUD Sketch Plan.

**SECTION 3. REQUIRED PLANS:**

The following plans shall be required as a part of the processing of any development application for any property within the PUD:

- A. Master Redevelopment Concept Plan: Prior to development/redevelopment of any portion of the Valley West Mall property, a detailed master plan of the entire PUD parcel is required to be submitted to and be approved by the city.

The master plan shall provide general ideas and details for the coordination of vehicle, transit, bike and pedestrian transportation networks, uses and building locations and relationships, parking areas and/or facilities, storm water management areas and measures (e.g., detention pond, retention pond, under-ground storage, etc.), planned open space and/or recreation areas or elements, and streetscape or development unifying themes and elements. The specifics of the master plan are intended to demonstrate unity and continuity between the various areas within the overall PUD area. The master plan is intended to provide a good understanding of the intended redevelopment plan and opportunities; however, it is recognized that adjustments and changes in building locations, footprints and layout, including the combining of multiple smaller buildings into one larger building, may be necessary in response to market demands and specific tenants. Additionally, unless otherwise specifically restricted within this ordinance, it is recognized that building areas may either be shifted from one building to another or increased or decreased to accommodate specific users'

needs. Assuming adequate sanitary sewer and water infrastructure, these changes may be allowed if the shift does not drastically alter the master plan intent, traffic patterns or result in an increase to the total number of vehicle trips anticipated to be generated within the PUD parcel. At the discretion of the Director of Development Services, an amendment to an approved master plan may be required to bring consistency between the master plan and intended later development.

- B. Platting: Should it be desired that individual lots be created, the property shall be platted in accordance with the city's subdivision ordinance and compliant with associated zoning regulations unless otherwise modified within this ordinance. Lots without public street frontage may be allowed with the execution of appropriate cross access easements which provide for the unrestricted use and access of all vehicle drives across and through all property within the Valley West Mall property. Platted outlots intended for future private development must be re-platted through the preliminary and final plat process prior to physical development.
- C. Development Applications: With the exception of demolition and site grading when done as part of City approved Demolition Permit and Grading Plan(s), site plans shall be submitted to the City of West Des Moines for review and approval prior to any physical site development/redevelopment of any portion of the PUD property. If not previously completed as part of an amendment to this ordinance in response to the provision of the required master redevelopment concept plan, an amendment to the Valley West Mall PUD Ordinance will be required to bring consistency between the ordinance and the proposed site development. Subsequent to an ordinance amendment in conjunction with approval of the master redevelopment concept plan, at the discretion of the Development Services Director, an amendment to this ordinance, including an amendment to the PUD's Sketch Plan may be required to bring consistency between the PUD and specific intended site development.

#### **SECTION 4. GENERAL REQUIREMENTS:**

Unless otherwise specified herein, the development of the Valley West Mall PUD shall comply with the provisions of the city code.

Whereas, Title 9 of the City Code includes Chapter 9, Planned Unit Development district and establishes certain regulations and guidelines pertaining to accompanying information required on plat and site plan documents. Now, therefore, the following development criteria, conditions, restrictions, and regulations are adopted as part of this approval, to wit:

- A. General Conformance to Subdivision Ordinance: All subdivision, streets, street rights of way, infrastructure and general development shall adhere to the standards and design criteria set forth in the West Des Moines subdivision ordinances and the most current design standards adopted by the City of West Des Moines pertaining thereto unless otherwise stated within this ordinance.
- B. General Conformance to Zoning Ordinance: Unless otherwise specified herein, the development of the PUD shall comply with Title 9, "Zoning", of the city code or any other applicable codes. As previously indicated, in conjunction with the submittal and approval of the master redevelopment concept plan, this PUD will be amended to define the specifics of modified use and site development code provisions necessary to enable the implementation of the master plan concept.
- C. Improvements: Unless otherwise provided for in a City Council approved development agreement, the developer, its successors and/or assigns, if any, shall pay all planning, engineering, and construction costs for the development of property within the PUD as required by this ordinance and approved master plan, plats and/or site plans.

No final occupancy permits shall be issued until all necessary improvements applicable to the area/lot or structure requesting occupancy are installed and accepted by the City of West Des Moines.

Nothing in this ordinance shall be construed to prevent the developer, its successors and/or assigns, if any, from entering into private agreement(s) as it/they may desire to share the cost of improvements.

- D. Traffic Impact Study: As part of the review of the required master redevelopment concept plan, a Traffic Impact Study (TIS) will be required. Said study will be completed by city staff with the costs for the study being the responsibility of the developer/property owner/applicant. Unless otherwise modified by the City Council, site development shall comply with recommendations stated within the TIS, including but not limited to, access drive locations and spacing, implementation of turn-lanes and other traffic management measures, minimum throat distances of access drives, and traffic signalization.
- E. Internal Pedestrian Connections: To allow and encourage pedestrian movement between uses and areas within the development, as well as pedestrian from other areas within the University Avenue corridor, an internal pedestrian sidewalk network connecting all lots, uses and buildings within the development, as well as connecting to public trail(s) and/or sidewalk(s) adjacent to bordering roadways shall be required. For safety, pedestrian pathways shall be physically separated from vehicular drives. To enhance pedestrian comfort and extend use into the evening hours, amenities such as trees, lighting, benches, trash receptacles and other pedestrian amenities shall be incorporated along the pedestrian pathways.
- F. Fire Access:
1. All access drives, internal drive aisles and parking lots shall permit the travel of the fire department's largest vehicle, including adequate accommodation of the vehicle's turning needs. Approval of unique design solutions to accommodate fire access may be granted by the city council if the solutions proposed are recommended by the West Des Moines Fire Department.
  2. At the discretion of the City's Fire Marshal, "no parking fire lane" areas may be established as necessary to ensure efficient movement and access of the fire trucks. The developer shall be responsible for the procurement and erection of approved fire lane signage.
  3. A minimum of fourteen feet (14') of vertical clearance over the travel portion of all vehicle travel ways shall be maintained at all times.
  4. The property owner or its designee shall be responsible for enforcement of designated no parking lanes and maintaining adequate clearance of structures and vegetation along and above all vehicle travel ways regardless of whether public or private.
  5. Adequate fire accesses as determined by the City's Fire Marshal shall be provided at all times to those areas under construction.
- G. Visual Screening of Negative Site Elements:
1. Trash receptacles and dumpsters shall be screened by the use of a permanent enclosure. Enclosures shall be constructed consistent with city code title 9, chapter 10 and when possible, be designed as an extension of the primary structure versus a stand-alone structure. The enclosure should be landscaped to minimize the visual presence and impact of the structure on surrounding properties, businesses, and internal and external roadways.
  2. All heating, ventilation, or air conditioning (HVAC) units, utility meters, or similar electrical or mechanical equipment shall be adequately screened from ground level views from adjacent roadways, internal PUD drive aisles and adjacent properties within or outside of the development. Said screening shall be achieved through the use of architectural enclosures, fencing and/or earthen berming in combination with landscaping consisting of predominately evergreen material for year-round screening. Screening via earthen berming and vegetation shall be of sufficient height to screen the equipment day one.

3. All rooftop mechanical units shall be screened from ground level views from adjacent roadways, I-235, internal PUD drive aisles and adjacent properties within or outside of the development. Said screening shall be achieved through the use of architecturally incorporated opaque screen walls, raised parapet walls, penthouse features, or other opaque measure comprised of materials consistent with the associated primary structure.
4. Buildings shall not be located or designed to expose loading docks, overhead doors or the rear of buildings to public streets and or residential within the development unless appropriately screened from view.
5. Ground level views from adjacent public roadways, internal PUD drive aisles and adjacent properties within or outside of the development of off-street parking areas and service and loading areas shall be adequately screened. Said screening shall be achieved through the use of free-standing decorative walls or earthen berming to a minimum height of three feet (3') in combination with landscaping, preferably evergreen material for year-round screening.

**SECTION 5. SITE DESIGN AND LAND USE CRITERIA:**

In addition to the general conditions as stated herein the PUD, the following criteria shall apply to the area designated on the PUD Sketch Plan:

- A. Site Development: Unless provided otherwise in this ordinance, all bulk regulations, performance standards and provisions set forth in title 9, "Zoning", of the City Code for the Regional Commercial (RC) District shall apply to any development proposal within this parcel.
- B. Land Use:
  1. Prior to Approval of Master Plan: Until such time that a master redevelopment concept plan is submitted and approved by the city, uses within the existing mall building shall only be those allowed under Regional Commercial (RC) zoning. As previously provided, no new exterior development or redevelopment may occur unless otherwise provided for here within.
  2. Land Use Subsequent to Approval of Master Plan: All Permitted (P) and Permitted Conditional (Pc) uses set forth in Title 9, "Zoning" of the city code for the Regional Commercial (RC), Office (OF), Light Industrial (LI) and Residential High Density (RH) zoning districts, shall be allowed with the approval of the appropriate review body. (As part of the PUD amendment required in conjunction with the master redevelopment concept plan approval, specific uses may be prohibited is deemed inappropriate or inconsistent with the intended redevelopment plan. Additionally, the number of auto-oriented or focused businesses, such as drive-thru restaurants and banks, car wash, auto repair, etc., will be limited: the number to be allowed shall be determined as part of the master plan process.)

**SECTION 6. ARCHITECTURE:** The intent is to create building facades throughout this development that are varied and articulated to provide visual interest and to establish a unique identity for the development. Each building shall include design elements as well as common materials, complimentary colors and detailing to provide continuity amongst buildings and to unite all structures within the development into one project concept.

The architecture shall express a creative presentation by careful attention to exterior building materials and details, use of fenestration, and change in building mass within the plan and roof design to lessen the plainness of appearance which can be characteristic of large commercial and multi-family residential buildings. The choice of materials and texture has great visual significance and can affect the long-term appearance of the city. Materials should be durable, economically maintained and of a quality that will maintain their appearance over a prolonged time. Proper selection of exterior building material is directly related to the durability of the building against weathering and damage from natural forces.

Buildings shall be organized to create a logical and identifiable relationship with the site and other buildings, open spaces, pedestrian and vehicle circulation. Site and building design should provide a visual demarcation of the public vs. service areas to provide intuitive wayfinding for visitors to the development.

Multiple buildings on a single parcel shall be permitted provided that the buildings on the site are consistent or compatible in architectural design and use of materials and organized utilizing a compatible planned open space, landscape plan, and parking plan to serve and maintain a unified concept.

All buildings within this development shall accommodate or incorporate the following in building design and materials:

- A. All sides to each building shall receive high quality materials, finishes, and details (360-degree architectural treatment). There are no "backs" to a building.
- B. No standard corporate building design without modifications shall be implemented. Limited use of architectural elements characteristic of prototypical architecture may be allowed at the discretion of the appropriate reviewing and approval body. Implementation of these architectural elements shall be minimized and whenever possible modified to give a unique image to the establishment.
- C. Entrances into buildings should be easily identified using building design and detailing. Projected or recessed entryways, change in rooflines, addition of awnings or changes in building material are examples that can create this effect.
- D. Variation in building height, mass and roof forms shall be provided to create interest while still maintaining an overall building continuity. Roofs should not be designed as attention getting devices related to the reinforcement of signage or as an identifiable corporate image. Wall planes shall not be increased in height for the sole purpose of signage placement.
- E. The use of building articulation and materials which break up the building mass into modules that respect a human scale and reflects proportions similar to other buildings within the development.
- F. Variation in materials, material modules, expressed joints, textures, colors and details should be used to break up the mass of the buildings. Changes in materials shall be aligned with changes in plan or roof form to emphasize these changes in building mass and shall have the appearance of 3-dimensional elements.
- G. Shifts in building planes/facades and variation in exterior materials shall be incorporated to minimize long expanses of wall.
- H. Efforts should be made to use clear glass on windows and doors and to define public entries for occupied spaces to promote the linkage of the interior and exterior of buildings and provide natural light.
- I. Hard materials such as brick, stone, architectural concrete, or concrete masonry units are desired as the major elements of the building facades. Architectural metal, EIFS or synthetic stucco and composite materials acceptable to the city may be incorporated as minor elements in the design. Use of vinyl materials is discouraged.
- J. Trim and structural elements such as posts or columns shall be sized to the scale of the building.

#### **SECTION 7. STORM WATER MANAGEMENT PLAN:**

A Master Storm Water Management Plan (SWMP) shall be required in conjunction with the Preliminary Plat or first Site Plan if not subdividing the property. Individual Storm Water Management Plans consistent with the Master SWMP will be required with the site plan for each lot or PUD Parcel.

The Developer will have said Storm Water Management Plans prepared by a Professional Engineer licensed in the State of Iowa. The storm water management plan shall comply with the City's applicable design standards for storm water management existing at the time each plat or site plan is approved.

The method of storm water management and the storm water conveyance system shall be determined prior to City approval of a preliminary plat or site plan.

**SECTION 8. REPEALER:** All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

**SECTION 9. 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 10. VIOLATIONS AND PENALTIES:** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in 1-4-1 of the City Code of the City of West Des Moines, Iowa.

**SECTION 11. OTHER REMEDIES:** In addition to the provisions set out in Section 13 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 12. EFFECTIVE DATE:** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

**Passed and approved by the City Council on June 17, 2024**

\_\_\_\_\_  
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 \_\_\_\_\_, 2024, and was published in the Des Moines Register on \_\_\_\_\_, 2024.



**Exhibit A: Planned Unit Development Sketch Plan**





**CITY OF WEST DES MOINES, IOWA  
OFFICE OF THE CITY ATTORNEY**

**TO:** Mayor Russ Trimble and West Des Moines City Council  
**FROM:** Greta Truman, City Attorney  
**DATE:** June 3, 2024  
**RE:** Continuance of Item 6(b) Conveyance of Property to Lounsburys – Grand Ave.  
ROW

Staff is requesting that this item be continued to June 17, 2024. Additional time is needed to confirm and finalize documents.

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

**DATE: June 3, 2024**

**ITEM:** Resolution - Opening and Closing Public Hearing and Approving Conveyance of Property Interests to Hurd Land Company, LLC

**FINANCIAL IMPACT:** Minimal recording fees.


**SYNOPSIS:** The construction of SE 11<sup>th</sup> Street and Veterans Parkway created a parcel approximately 2.82 acres subsequently determined to be excess property. Pursuant to a Settlement Agreement set to be approved by the City Council at this same meeting, staff has negotiated a property swap between the City and Hurd Land Company, LLC. Staff recommends conveyance to Hurd Land Company, LLC as the adjacent property owner and pursuant to the proposed Settlement Agreement.

The attached Resolution opens and closes the public hearing and approves the conveyance of the property to Hurd Land Company, LLC

**RECOMMENDATION:** Approve the Resolution opening and closing the public hearing and approving the conveyance of the property shown on the attached Exhibit to Hurd Land Company, LLC

**Lead Staff Member:** Jessica D. Grove, Deputy City Attorney

**STAFF REVIEWS**

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

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

Published In	Des Moines Register
Dates(s) Published	May 30, 2024

**SUBCOMMITTEE REVIEW (if applicable)**

Committee	N/A		
Date Reviewed			
Recommendation			

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OPENING AND CLOSING PUBLIC HEARING AND APPROVING  
CONVEYANCE OF PROPERTY TO HURD LAND COMPANY, LLC**

**WHEREAS**, the City of West Des Moines, Iowa is the owner of property determined to be excess; and

**WHEREAS**, pursuant to a Settlement Agreement set to be approved by the City Council at this same meeting and the property disposition policy of the City, the City agrees to convey to Hurd Land Company, LLC, adjacent property owner, the property described in Exhibit "A"; and

**WHEREAS**, pursuant to Code of Iowa Sections 362.3 and 364.7, publication of notice regarding conveyance of the property has been made; and

**WHEREAS**, this being the time and place for a public hearing regarding conveyance of the property interest; and

**WHEREAS**, the City Council of the City of West Des Moines, Iowa finds that the conveyance of the property should be approved.

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

1. Pursuant to Code of Iowa Section 364.7, publication of notice regarding conveyance of the property has been properly made.
2. The public hearing regarding conveyance of the property described and shown on the attached Exhibit "A" to Hurd Land Company, LLC is closed and hereby approved.
3. The Mayor is authorized to sign the deed conveying the property and the City Clerk is directed to attest to the Mayor's signature.

**PASSED AND APPROVED** this 3<sup>rd</sup> day of June, 2024.

ATTEST:

\_\_\_\_\_  
Russ Trimble, Mayor

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

**Prepared by:** Jessica Grove, Deputy City Attorney, PO Box 65320, West Des Moines, IA 50265 (515) 222-3474  
**Address Tax Statements/Return to:** Hurd Real Estate Services, Inc., 2000 Fuller Rd., W. Des Moines, 50265 (515) 225-1102

**SPACE ABOVE THIS LINE FOR RECORDER**

### **QUIT CLAIM DEED**

For the consideration of One Dollar (\$1.00) and other valuable consideration, **City of West Des Moines**, a municipal corporation organized under the laws of the State of Iowa (“Grantor”) does hereby Quit Claim to **Hurd Land Company, LLC, an Iowa corporation**, (“Grantee”) all its right, title, interest, estate, claim and demand in the following described real estate in **Polk County, Iowa**:

As shown on the attached Acquisition Plats marked **Exhibit “A”**, subject to any and all easements of record.

This deed is exempt from transfer tax pursuant to Iowa Code Section 428A.2(6).

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

[Signature Page to Follow]

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Russ Trimble, Mayor

ATTEST:

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

STATE OF IOWA            )  
  ) SS:  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Russ Trimble and Ryan T. Jacobson**, to me known to be the Mayor and City Clerk, respectively, of the **City of West Des Moines, Iowa**; that this record was signed on behalf of the City, by authority of its City Council as contained in Roll Call No. \_\_\_\_\_, approved on the \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, 2024, by the City Council of the City of West Des Moines, Iowa, and that the Mayor and City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

\_\_\_\_\_  
NOTARY PUBLIC

<b>INDEX      LEGEND</b>	<b>DISPOSITION    PLAT</b>	
COUNTY: Polk SITE ADDRESS: Veterans Parkway CITY: West Des Moines SECTION: 34 TOWNSHIP: 78 RANGE: 25 ALIQUOT PART: NE1/4 NE1/4 PROPRIETOR: City of West Des Moines REQUESTED BY: City of West Des Moines SURVEYOR NAME: Vincent E. Piagentini	<b>EXHIBIT    A</b>	
PREPARED BY & RETURN TO: ABACI CONSULTING INC, 101 NE CIRCLE DR, GRIMES, IA 50111, PH(515)986-5048		*THIS SPACE RESERVED FOR REC ORDER'S OFFICE USE ONLY*

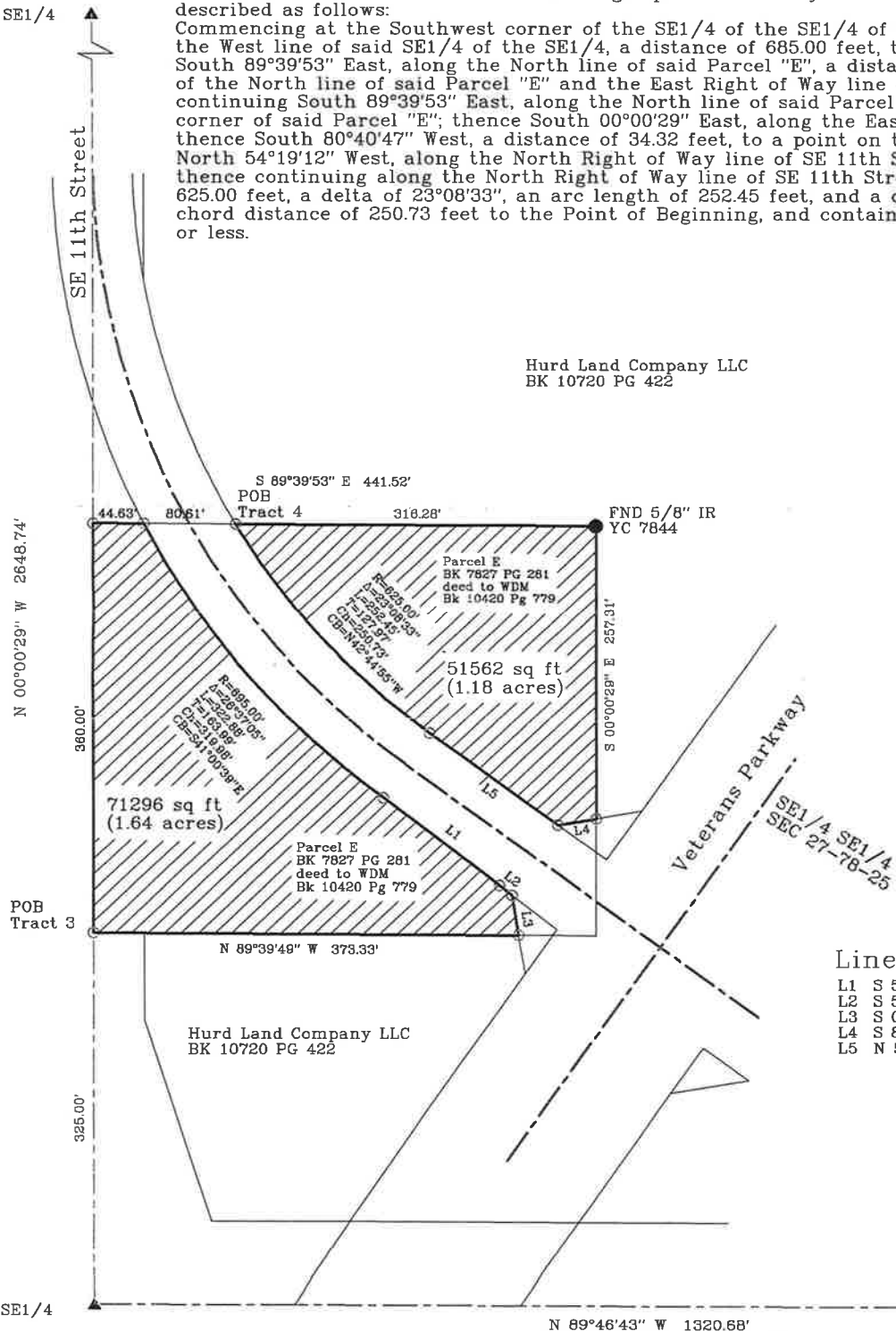
**Legal Description - Tract 3**

All that part of Parcel "E" as shown in Book 7827 Page 281 of the records of the Polk County Recorder's Office, located in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 27, Township 78 North, Range 25 West of the 5th P.M., now included in and forming a part of the City of West Des Moines, Polk County, Iowa, more particularly described as follows:  
 Commencing at the Southwest corner of the SE1/4 of the SE1/4 of said Section 27, thence North 00°00'29" West, along the West line of said SE1/4 of the SE1/4, a distance of 325.00 feet, to the Point of Beginning, being the Southwest corner of said Parcel "E"; thence North 00°00'29" West, along the West line of said SE1/4 of the SE1/4, a distance of 360.00 feet, to the Northwest corner of said Parcel "E"; thence South 89°39'53" East, along the North line of said Parcel "E", a distance of 44.63 feet to the West Right of Way line of SE 11th Street, being a point on a curve; thence along a curve to the left having a radius of 695.00 feet, a delta of 26°37'05", an arc length of 322.88 feet, and a chord which bears South 41°00'39" East, having a chord distance of 319.98 feet; thence South 52°59'20" East, a distance of 127.58 feet; thence South 52°18'50" East, a distance of 14.08 feet; thence South 09°19'16" East, a distance of 35.54 feet, to a point on the South line of said Parcel "E"; thence North 89°39'49" West, along the South line of said Parcel "E", a distance of 373.33 feet to the Point of Beginning, and containing 71,296 square feet or 1.64 acres of land, more or less.

**Legal Description - Tract 4**

All that part of Parcel "E" as shown in Book 7827 Page 281 of the records of the Polk County Recorder's Office, located in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 27, Township 78 North, Range 25 West of the 5th P.M., now included in and forming a part of the City of West Des Moines, Polk County, Iowa, more particularly described as follows:  
 Commencing at the Southwest corner of the SE1/4 of the SE1/4 of said Section 27, thence North 00°00'29" West, along the West line of said SE1/4 of the SE1/4, a distance of 685.00 feet, to the Northwest corner of said Parcel "E"; thence South 89°39'53" East, along the North line of said Parcel "E", a distance of 125.24 feet, to a point at the intersection of the North line of said Parcel "E" and the East Right of Way line of SE 11th Street, to the Point of Beginning; thence continuing South 89°39'53" East, along the North line of said Parcel "E", a distance of 316.28 feet to the Northeast corner of said Parcel "E"; thence South 00°00'29" East, along the East line of said Parcel "E", a distance of 257.31 feet; thence South 80°40'47" West, a distance of 34.32 feet, to a point on the North Right of Way Line of SE 11th Street; thence North 54°19'12" West, along the North Right of Way line of SE 11th Street, a distance of 138.19 feet to a point of curve; thence continuing along the North Right of Way line of SE 11th Street, along a curve to the right having a radius of 625.00 feet, a delta of 23°08'33", an arc length of 252.45 feet, and a chord which bears North 42°44'55" West, having a chord distance of 250.73 feet to the Point of Beginning, and containing 51,562 square feet or 1.18 acres of land, more or less.

NW COR NE1/4 SE1/4  
 SEC 27-78-25  
 FND PK NAIL



**PROPERTY OWNER:**  
 City of West Des Moines  
 4200 Mills Civic Parkway  
 West Des Moines, Iowa 50265  
 Bk 10420 Pg 779

**Line Table**

L1	S 52°59'21" E	127.58'
L2	S 52°18'50" E	14.08'
L3	S 09°19'16" E	35.54'
L4	S 80°40'47" W	34.32'
L5	N 54°19'12" W	138.19'

**ABACI CONSULTING, INC.**

**CIVIL ENGINEERING - LAND SURVEYING**  
 101 NE CIRCLE DR., GRIMES, IOWA 50111, PH. (515)986-5048

Revisions:  
 8/3/18  
 1/23/19

City Project No: 0260-013-2018

DATE OF SURVEY FIELDWORK: 6/18/16 DRAWING DATE: 5/17/18 DRAFTER: VP PROJECT NO: 16081 DRAWING NO: 16081DS2

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED 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.

*Vincent E. Piagentini* 2/19/19  
 VINCENT E. PIAGENTINI, IOWA LIC. NO 15982 DATE

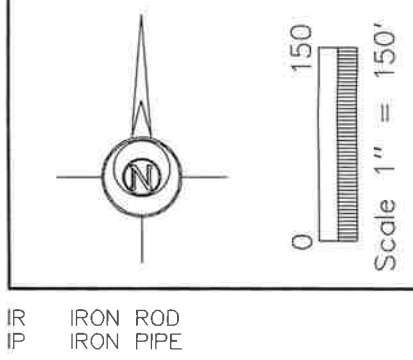
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020.

ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED HERE)



**SYMBOLS LEGEND:**

- R RECORDED DISTANCE
- M MEASURED DISTANCE
- C CALCULATED DISTANCE
- CORNER MONUMENT FOUND
- SET 1/2" IR YC 15982 UNLESS NOTED
- ▲ SECTION CORNER FOUND
- △ SECTION CORNER SET 1/2" IR YC 15982 UNLESS NOTED
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- YC YELLOW CAP



IR IRON ROD  
 IP IRON PIPE

CITY OF WEST DES MOINES  
CITY COUNCIL MEETING COMMUNICATION

DATE: June 3, 2024

**ITEM:** Resolution - Opening and Closing Public Hearing and Approving Conveyance of Property Interests to Hurd Real Estate Services, Inc.

**FINANCIAL IMPACT:** Minimal recording fees.


**SYNOPSIS:** The construction of SE 11<sup>th</sup> Street and Veterans Parkway created a parcel approximately 0.54 acres subsequently determined to be excess property. Pursuant to a Settlement Agreement set to be approved by the City Council at this same meeting, staff has negotiated a property swap between the City and Hurd Real Estate Services, Inc. Staff recommends conveyance to Hurd Real Estate Services, Inc. as the adjacent property owner and pursuant to the proposed Settlement Agreement.

The attached Resolution opens and closes the public hearing and approves the conveyance of the property to Hurd Real Estate Services, Inc.

**RECOMMENDATION:** Approve the Resolution opening and closing the public hearing and approving the conveyance of the property shown on the attached Exhibit to Hurd Real Estate Services, Inc.

**Lead Staff Member:** Jessica D. Grove, Deputy City Attorney

**STAFF REVIEWS**

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

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

Published In	Des Moines Register
Dates(s) Published	May 30, 2024

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation			



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

**RESOLUTION OPENING AND CLOSING PUBLIC HEARING AND APPROVING  
CONVEYANCE OF PROPERTY TO HURD REAL ESTATE SERVICES, INC.**

**WHEREAS**, the City of West Des Moines, Iowa is the owner of property determined to be excess; and

**WHEREAS**, pursuant to a Settlement Agreement set to be approved by the City Council at this same meeting and the property disposition policy of the City, the City agrees to convey to Hurd Real Estate Services, Inc., adjacent property owner, the property described in Exhibit "02-D"; and

**WHEREAS**, pursuant to Code of Iowa Sections 362.3 and 364.7, publication of notice regarding conveyance of the property has been made; and

**WHEREAS**, this being the time and place for a public hearing regarding conveyance of the property interest; and

**WHEREAS**, the City Council of the City of West Des Moines, Iowa finds that the conveyance of the property should be approved.

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

1. Pursuant to Code of Iowa Section 364.7, publication of notice regarding conveyance of the property has been properly made.
2. The public hearing regarding conveyance of the property described and shown on the attached Exhibit "A" to Hurd Real Estate Services, Inc. is closed and hereby approved.
3. The Mayor is authorized to sign the deed conveying the property and the City Clerk is directed to attest to the Mayor's signature.

**PASSED AND APPROVED** this 3<sup>rd</sup> day of June, 2024.

ATTEST:

\_\_\_\_\_  
Russ Trimble, Mayor

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

Prepared by: Jessica Grove, Deputy City Attorney, PO Box 65320, West Des Moines, IA 50265 (515) 222-3474  
Address Tax Statements/Return to: Hurd Real Estate Services, Inc., 2000 Fuller Rd., W. Des Moines, 50265 (515) 225-1102

SPACE ABOVE THIS LINE FOR RECORDER

**QUIT CLAIM DEED**

For the consideration of One Dollar (\$1.00) and other valuable consideration, **City of West Des Moines**, a municipal corporation organized under the laws of the State of Iowa (“Grantor”) does hereby Quit Claim to **Hurd Real Estate Services, Inc., an Iowa corporation**, (“Grantee”) all its right, title, interest, estate, claim and demand in the following described real estate in **Polk** County, Iowa:

As shown on the attached Acquisition Plats marked **Exhibit “02-D”**, subject to any and all easements of record.

This deed is exempt from transfer tax pursuant to Iowa Code Section 428A.2(6).

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Russ Trimble, Mayor

ATTEST:

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

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF POLK                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Russ Trimble and Ryan T. Jacobson**, to me known to be the Mayor and City Clerk, respectively, of the **City of West Des Moines, Iowa**; that this record was signed on behalf of the City, by authority of its City Council as contained in Roll Call No. \_\_\_\_\_, approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the City Council of the City of West Des Moines, Iowa, and that the Mayor and City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

\_\_\_\_\_  
NOTARY PUBLIC

former Army Post Road ROW and 11th Street & Veterans Parkway

INDEX LEGEND

COUNTY: Polk  
 SITE ADDRESS: SE Willow Creek Drive & Veterans Parkway  
 CITY: West Des Moines  
 SECTION: 27 TOWNSHIP: 78 RANGE: 25  
 ALIQUOT PART: SE1/4 SE1/4  
 PROPRIETOR: City of West Des Moines  
 REQUESTED BY: City of West Des Moines  
 SURVEYOR NAME: Vincent E. Piagentini

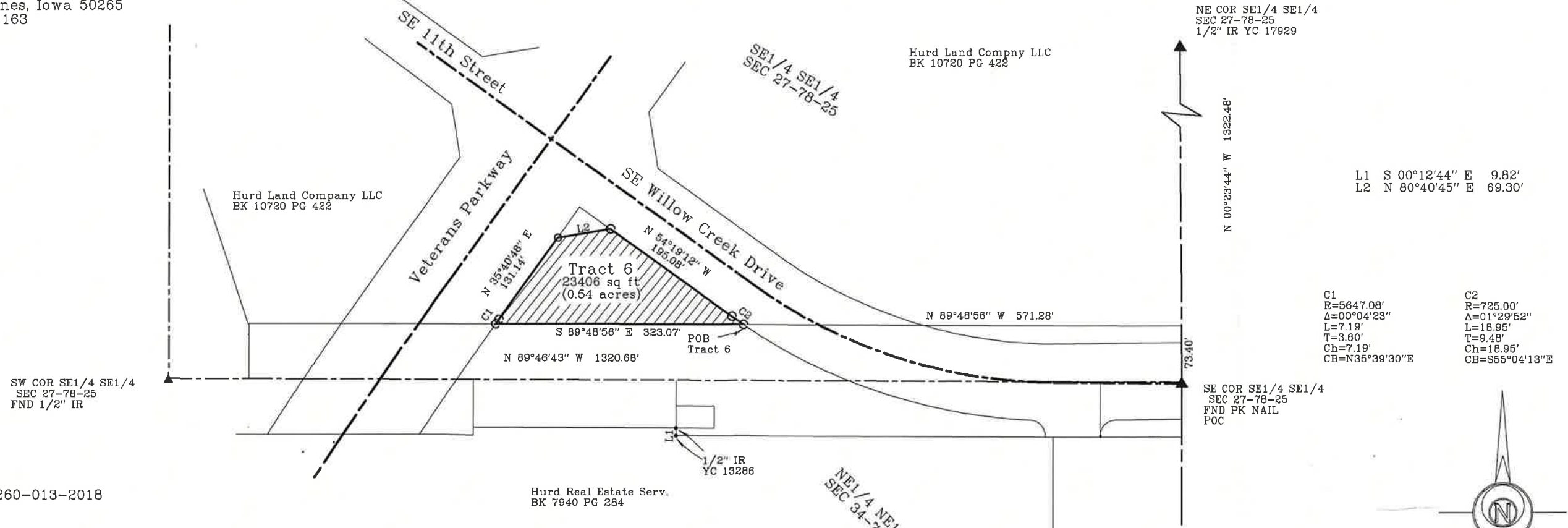
PREPARED BY & RETURN TO: ABACI CONSULTING INC, 101 NE CIRCLE DR., GRIMES, IA 50111, PH.(515)986-5048

**DISPOSITION PLAT  
 EXHIBIT 02-D**

SPACE ABOVE FOR USE BY RECORDER OFFICE

**Legal Description - Tract 6**  
 All that part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 27, Township 78 North, Range 25 West of the 5th P.M., now included in and forming a part of the City of West Des Moines, Polk County, Iowa, more particularly described as follows:  
 Commencing at the Southeast corner of the SE1/4 of the SE1/4 of said Section 27, thence North 00°23'44" West, along the East line of the SE1/4 of the SE1/4 of said Section 27, a distance of 73.40 feet; thence North 89°48'56" West, a distance of 571.28 feet, to the Point of Beginning, also being a point on the Westerly Right of Way line of SE Willow Creek Drive; thence continuing North 89°48'56" West, a distance of 323.07 feet to a point on a curve, being also a point on the Easterly Right of Way line of Veterans Parkway; thence along the Easterly Right of Way line of Veterans Parkway, along a curve to the right having a radius of 5,647.08 feet, a delta of 00°04'23", an arc length of 7.19 feet, and a chord which bears North 35°39'30" East, having a chord distance of 7.19 feet; thence North 35°40'48" East, a distance of 131.14 feet; thence North 80°40'45" East, a distance of 69.30 feet, to a point on the Westerly Right of Way line of SE Willow Creek Drive; thence South 54°19'12" East, along the Westerly Right of Way line of SE Willow Creek Drive, a distance of 195.08 feet to a point on a curve; thence continuing along the Westerly Right of Way line of SE Willow Creek Drive, along a curve to the left having a radius of 725.00 feet, a delta of 01°29'52", an arc length of 18.95 feet, and a chord which bears South 55°04'13" East, having a chord distance of 18.95 feet to the Point of Beginning, and containing 23,406 square feet or 0.54 acres of land, more or less.

**Property Owner:**  
 City of West Des Moines  
 4200 Mills Civic Parkway  
 West Des Moines, Iowa 50265  
 Bk 13339 Pg 163



DATE OF SURVEY FIELDWORK: 6/18/16 DRAWING DATE: 5/17/18 DRAFTER: VP PROJECT NO: 16081 DRAWING NO: 16081DS4

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED 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.

*Vincent E. Piagentini* 2/19/19  
 VINCENT E. PIAGENTINI, IOWA LIC. NO 15982 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020.

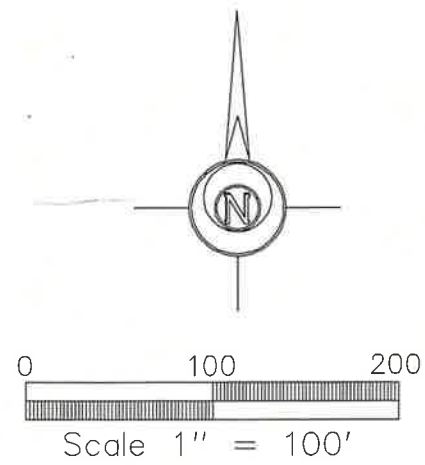
ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED HERE)



**SYMBOLS LEGEND:**  
 R RECORDED DISTANCE  
 M MEASURED DISTANCE  
 C CALCULATED DISTANCE  
 ● CORNER MONUMENT FOUND  
 ○ SET 1/2" IR YC 15982 UNLESS NOTED  
 ▲ SECTION CORNER FOUND  
 △ SECTION CORNER SET 1/2" IR YC 15982 UNLESS NOTED  
 POB POINT OF BEGINNING  
 POC POINT OF COMMENCEMENT  
 YC YELLOW CAP

REVISION DATE:  
 8/3/18  
 1/23/19

IR IRON ROD  
 IP IRON PIPE



**ABACI CONSULTING, INC.**  
 CIVIL ENGINEERING - LAND SURVEYING  
 101 NE CIRCLE DR., GRIMES, IOWA 50111, PH. (515)986-5048

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

**DATE: June 3, 2024**

**ITEM:** Resolution - Opening and closing public hearing and approving conveyance of an easement to MidAmerican Energy Company for underground electric (near 1998 SE Maffitt Lake Road, SE Fire Training Facility aka 1630 SE Maffitt Lake Road).

**FINANCIAL IMPACT:** None at this time


**SYNOPSIS:** MidAmerican Energy Company is requesting a Permanent Easement under, upon, through and across a portion of the property near 1998 SE Maffitt Lake Road (aka 1630 SE Maffitt Lake Road), West Des Moines and more particularly described across Parcel 2023-61 in the NW¼ of the SW¼ of Section 34 Township 78 North, Range 25 West of the 5<sup>th</sup> P.M., Polk County, Iowa as shown on the Plat of Survey recorded in Book 19604 at Page 582 (SE Fire Training Facility) the Easement is to construct, attach, reconstruct, operate, maintain, inspect, replace or remove electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary poles, wires, conduit, duct, transformers, switching equipment, measurement and monitoring equipment, guys, guy stubs, anchors, ground rods, and further including other reasonably necessary equipment incident thereto along with the right to survey the property and the right of ingress and egress.

The attached Resolution opens and closes the public hearing and approves the conveyance of property interest to MidAmerican Energy Company following public hearing.

**RECOMMENDATION:** Approve the Resolution opening and closing public hearing and approving conveying the property interest to MidAmerican Energy Company.

**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, City Attorney
Agenda Acceptance	

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

Published In	Des Moines Register
Dates(s) Published	05/28/24

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation			

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OPENING AND CLOSING PUBLIC HEARING AND APPROVING  
CONVEYANCE OF PROPERTY INTEREST TO MIDAMERICAN ENERGY**

**WHEREAS**, the City of West Des Moines, Iowa is the owner of property near 1998 SE Maffitt Lake Road aka 1630 SE Maffitt Lake Road (Parcel 2023-61 in the NW¼ of the SW¼ of Section 34 Township 78 North, Range 25 West of the 5<sup>th</sup> P.M., Polk County, Iowa as shown on the Plat of Survey recorded in Book 19604 at Page 582 (SE Fire Training Facility); and

**WHEREAS**, an Electric Easement is needed by MidAmerican Energy from the City over, upon, through and across a portion of the above described property; and

**WHEREAS**, pursuant to Code of Iowa Sections 362.3 and 364.7, publication of notice regarding conveyance of the property interest has been made; and

**WHEREAS**, this being the time and place for a public hearing regarding conveyance of the property interest; and

**WHEREAS**, Staff has reviewed the easement plat; and

**WHEREAS**, the City Council of the City of West Des Moines, Iowa finds that the conveyance of the Easement to MidAmerican Energy should be approved.

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

1. Pursuant to Code of Iowa Section 364.7, publication of notice regarding conveyance of the property interest has been properly made.
2. The public hearing regarding conveyance of property interest to MidAmerican Energy in the form of an Electric Easement is closed and hereby approved.
3. The Mayor is authorized to sign the conveyance document and the City Clerk is directed to attest to the Mayor's signature.
4. The document shall be filed with the county recorder as appropriate.

**PASSED AND APPROVED** this 3<sup>rd</sup> day of June, 2024.

ATTEST:

\_\_\_\_\_  
Russ Trimble, Mayor

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

Prepared by and return to: Christin Erwin 515-252-6989  
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657

**MIDAMERICAN ENERGY COMPANY  
ELECTRIC EASEMENT**

Folder No.	<u>126480</u>	State of	<u>Iowa</u>	
Work Req. No.	<u>3035478</u>	County of	<u>Polk</u>	
Project No.	<u>A1145</u>	Section	<u>34</u>	
		Township	<u>78</u>	North
		Range	<u>25</u>	West of the 5 <sup>th</sup> P.M.

This MidAmerican Energy Company Electric Easement (this "Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **City of West Des Moines, Polk County, Iowa, an Iowa municipal corporation**, ("Grantor"), and **MIDAMERICAN ENERGY COMPANY**, an Iowa Corporation, its successors and assigns ("Grantee") (individually referred to at times as "Party", or collectively the "Parties").

**RECITALS**

WHEREAS, Grantor is the owner of the property legally described as:

A PARCEL OF LAND OVER, UNDER, AND ACROSS PARCEL 2023-61 IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34 TOWNSHIP 78 NORTH RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 19604 AT PAGE 582.

WHEREAS, Grantor desires to grant to Grantee an electric easement to be located on a portion of the Property and Grantee desires to accept the easement on the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Electric Easement.** Grantor does hereby establish, give, grant, and convey to Grantee a perpetual, non-exclusive easement under, upon, through and across the Easement Area, described on **Exhibit A** attached hereto, to construct, attach, reconstruct, operate, maintain, inspect, replace or remove electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary poles, wires, conduit, duct, transformers, switching equipment, measurement and monitoring equipment, guys, guy stubs, anchors, ground rods, and further including other reasonably necessary equipment incident thereto (collectively "Facilities"), together with the right to survey the Property and the right of ingress and egress to and from same and all the rights and privileges incident and necessary to the enjoyment of



this Easement. Additionally, if Grantor provides or installs duct or conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area

2. **Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited.** Grantor shall not construct or place any permanent or temporary buildings, pavement, hardscape, structures, fences, trees, or other objects, excluding plants, on or within the Easement Area without prior written permission from Grantee, which shall not be unreasonably withheld or delayed, indicating that said construction or placement will not result in inadequate or excessive ground cover, or otherwise unreasonably interfere with the Grantee's rights to operate and maintain its Facilities, nor shall Grantor cause or permit any obstruction or material to be placed on or within the Easement Area which shall unreasonably interfere with Grantee's rights to operate and maintain its Facilities, without prior written permission from Grantee, which shall not be unreasonably withheld or delayed. No brush, vegetation or other flammable materials shall be deposited, placed, accumulated, or burned within the Easement Area. Subject to the rights of Grantee granted in this Easement, Grantor shall have the right to cultivate, use, and occupy the Property.
3. **Change of Grade Prohibited.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without prior written consent from Grantee, nor shall Grantor place or install any rocking, paving or other hardscape materials in the Easement Area without prior written consent from Grantee. Grantee shall have the right to restore any changes in grade, elevation or contour without prior written consent of Grantor.
4. **Violations by Grantor.** In the event Grantor, its successors, assigns, contractors, employees, or agents violates Section 2 or 3 above or otherwise commits an intentional or negligent act, which results in damage to Grantee's Facilities or the Easement Area, Grantor shall be responsible for the reasonable costs associated with the repair, reconstruction, replacement, and/or work to the Easement Area and Grantee's Facilities, to the extent the damages were caused by the Grantor's acts.
5. **Right of Access and Removal.** Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto. Grantee shall have the right to reasonably remove, trim, spray, or cut down any unauthorized fences, hardscape, structures, trees, shrubs, branches, saplings, brush, vegetation, or other obstructions within, upon, across, along, adjacent to and overhanging the Easement Area that Grantee reasonably determines interferes with the proper construction, maintenance, operation or removal of Grantee's Facilities.
6. **Property to be Restored.** Grantee shall repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by Grantee's construction, reconstruction, maintenance, operation, replacement or removal of Grantee's Facilities (except for damage to property placed subsequent to the granting of this easement). For any such repairs required to be made by Grantee hereunder, Grantee agrees to repair such damaged property to as good or better condition of such property existing immediately before being damaged, to the extent reasonably practicable. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.
7. **Easement Runs with the Land.** This Easement shall be deemed perpetual and to run with the land. All provisions of this Easement, including benefits and burdens, shall run with the Property and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.
8. **Grantor Certification.** Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.



9. **Severability, Choice of Law and Waiver.** Each of the provisions of this Easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter or dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions.
10. **IRS W-9 Form.** Prior to any payments referenced herein being made, Grantor is required to submit a fully executed IRS W-9 form to Grantee. Grantor's failure to submit a fully executed IRS W-9 form shall not impact any other provisions or obligations under this Easement.
11. **Fee Simple.** Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this Easement.
12. **Headings and Captions.** The titles or captions of sections and paragraphs in this Easement are provided for convenience of reference only and shall not be considered a part hereof for purposes for interpreting or applying this Easement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Easement or any of its terms or conditions.
13. **Counterparts.** This Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute one and the same instrument. Parties may sign and deliver this Easement by facsimile, electronic, or PDF signatures, each such signature to be treated as an original.
14. **Entire Agreement.** It is mutually understood and agreed that this Easement covers all of the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying or changing the terms hereof.

**Signature Page Follows**



# EXHIBIT A

## SE FIRE TRAINING TOWER ELECTRIC SERVICE

SE ORILLA ROAD  
(PUBLIC ROAD - R.O.W. VARIES)

BRUBAKER ESTATE  
SEC. 34 T78N R25W

PARCEL 2023-61  
BK 19604 PG 582

PARCEL 2023-86  
35.09 ACRES

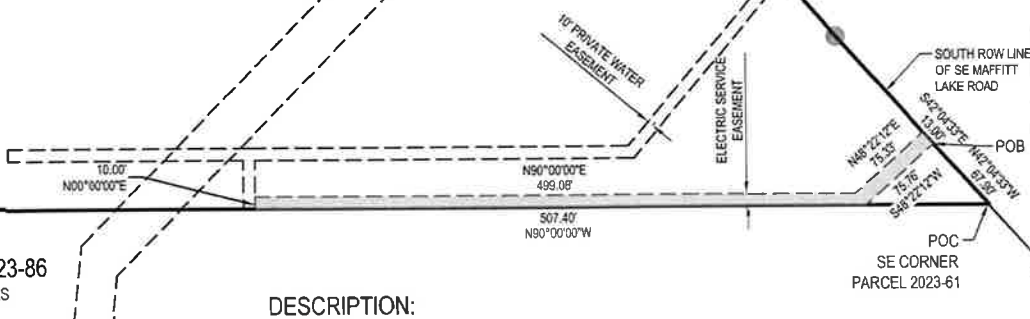
PUBLIC SANITARY  
SEWER EASEMENT  
(BK19274, PGS3)

SE MAFFITT LAKE ROAD  
(PUBLIC ROAD - R.O.W. VARIES)



**SURVEY LEGEND:**

- PROPERTY CORNER
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING



**DESCRIPTION:**

A PARCEL OF LAND OVER, UNDER, AND ACROSS PARCEL 2023-61 IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34 TOWNSHIP 78 NORTH RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 19604 AT PAGE 582, SAID EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2023-61; THENCE N42°04'33"W ALONG THE EAST LINE OF SAID PARCEL 2023-61, A DISTANCE OF 67.90 FEET TO THE POINT OF BEGINNING; THENCE S48°22'12"W, A DISTANCE OF 75.76 FEET; THENCE N90°00'00"W, ALONG THE SOUTH LINE OF SAID PARCEL 2023-61, A DISTANCE OF 507.40 FEET; THENCE N00°00'00"E, A DISTANCE OF 10.00 FEET; THENCE N90°00'00"E, A DISTANCE OF 499.08 FEET; THENCE N48°22'12"E, A DISTANCE OF 75.33 FEET TO THE EAST LINE OF SAID PARCEL 2023-61; THENCE S42°04'33"E ALONG SAID EAST LINE, A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING.



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: \_\_\_\_\_ DATE: 02-15-2024

LARRY D. HYLER, P.L.S. 14775

LICENSE RENEWAL DATE: DEC. 31, 2024 THIS PAGE ONLY

PAGES OR SHEETS COVERED BY THIS SEAL: \_\_\_\_\_

**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

SE FIRE TRAINING TOWER  
PARCEL 2023-61, WEST DES MOINES, IA

EASEMENT EXHIBIT

REFERENCE NUMBER:

DRAWN BY:  
BK

PROJECT NUMBER:  
210345-1

SHEET NUMBER:  
1 OF 1

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

**DATE: June 3, 2024**

**ITEM:**

Public Hearing (5:35 p.m.)  
Mills Civic Parkway – Sugar Creek & Fox Creek Crossings

**FINANCIAL IMPACT:**

The Engineering Estimate of Construction Cost was estimated to be \$6,304,330.20 for the Mills Civic Parkway – Sugar Creek & Fox Creek Crossings. There were ten (10) bids submitted with the low bid of \$5,658,987.27 being submitted by McAninch Corporation of Des Moines, Iowa. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Tax Increment Financing (TIF) revenue collected from within the Coachlight Urban Renewal Area TIF.

City Council entered into a Reimbursement Agreement with the Fox Creek Benefited Water District (FCBWD) on May 6, 2024 for the relocation of their private watermain within the City's street right-of-way. The work will be completed with the City's project and the FCBWD will reimburse the City for actual costs of relocation. Costs were originally estimated to be \$127,735.00. Actual costs are estimated to be closer to \$100,478.80 based on pricing received from McAninch Corporation.

**BACKGROUND:**

The original scope of the Mills Civic Parkway Reconstruction project was from South 91st Street to South Grand Prairie Parkway. Design was completed in 2023, but there currently is inadequate funding to move construction of the entire project forward. City Staff elected to focus efforts on the more time-consuming portion of the project – a new 150' x 54' continuous concrete slab bridge over Sugar Creek, a new 330' long 12' x 9' reinforced concrete box culvert along Fox Creek, and bank stabilization along Sugar Creek immediately south of Mills Civic Parkway. Thus, referring to this first phase of the project as the Sugar Creek & Fox Creek Crossings project. The project is anticipated to be completed by August 31, 2025.

City Staff are closely coordinating this project with the proposed Sugar Creek Bank Stabilization Phase 2 project from Mills Civic Parkway to Stagecoach Drive to be completed by the Wastewater Reclamation Authority (WRA).

The second phase of the larger reconstruction project will be referred to as the Mills Civic Parkway Reconstruction – South 91st Street to South Grand Prairie Parkway. That project will reconstruct the existing 2-lane rural section to a 6-lane urban divided section (major arterial classification) with the southern three (3) lanes being constructed initially. Right-of-

way negotiations are to commence soon with the goal to complete construction on that phase of the project in 2026.

**OUTSTANDING ISSUES:**

None.


**RECOMMENDATION:**

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for the Mills Civic Parkway – Sugar Creek & Fox Creek Crossings;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to McAninch Corporation.

**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, City Attorney
Agenda Acceptance	

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

Published In	Des Moines Register
Dates(s) Published	May 17, 2024

**SUBCOMMITTEE INFORMED**

Committee	Public Services
Date Informed	May 28, 2024
No Deliberation or Action Taken	

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

**WHEREAS**, on May 6, 2024, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

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

and,

**WHEREAS**, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law.

therefore,

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES**, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

**PASSED AND APPROVED** on this **3rd** day of **June, 2024**.

---

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:

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

and,

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

**WHEREAS**, the bid of McAninch Corporation in the amount of \$5,658,987.27 was the lowest responsible bid received for said public improvement;

therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA**, that a contract for the Mills Civic Parkway – Sugar Creek & Fox Creek Crossings is hereby awarded to McAninch Corporation in the amount of \$5,658,987.27 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 3rd day of **June, 2024**.

\_\_\_\_\_  
Russ Trimble, Mayor

ATTEST:

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





McClure Engineering Company  
 1360 NW 121st Street  
 Clive, IA 50325  
 Ph: 515-964-1229 Fax: 515-964-2370

**MILLS CIVIC PARKWAY SUGAR CREEK & FOX CREEK CROSSINGS**

**CITY PROJ. NO. 0510-071-2021**

**TABULATION OF BIDS**

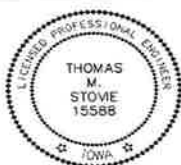

Owner: City of West Des Moines  
 Proj. No.: MEC 211005  
 Location: 4200 Mills Civic Parkway, West Des Moines, IA

Bid Date: May 22, 2024  
 Time: 2:00 PM

Name of Bidder				Engineer's Estimate		McAninch Corp Des Moines, IA		Alliance Construction Group, LLC Urbandale, IA	
Item No.	Item	Unit	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
<b>EARTHWORK, SUBGRADE, AND SUBBASE</b>									
1	CLEARING AND GRUBBING	AC	17	\$ 4,000.00	\$ 68,000.00	\$ 3,230.00	\$ 54,910.00	\$ 2,750.00	\$ 46,750.00
2	TOPSOIL, ON-SITE	CY	13573	\$ 6.00	\$ 81,438.00	\$ 5.65	\$ 76,687.45	\$ 6.50	\$ 88,224.50
3	EXCAVATION, CLASS 10	CY	30442	\$ 6.00	\$ 182,652.00	\$ 5.88	\$ 178,998.96	\$ 2.25	\$ 68,494.50
4	EXCAVATION, CLASS 20 - RCBC CULVERT	CY	14430	\$ 20.00	\$ 288,600.00	\$ 12.75	\$ 183,982.50	\$ 10.35	\$ 149,350.50
5	EXCAVATION, EMBANKMENT IN PLACE - CONTRACTOR SUPPLY AND PLACE	CY	16936	\$ 12.00	\$ 203,232.00	\$ 7.80	\$ 132,100.80	\$ 8.75	\$ 148,190.00
6	BELOW GRADE EXCAVATION (CORE OUT)	CY	500	\$ 15.00	\$ 7,500.00	\$ 5.25	\$ 2,625.00	\$ 10.00	\$ 5,000.00
7	BELOW GRADE EXCAVATION (CORE OUT) - RCBC CULVERT	CY	870	\$ 15.00	\$ 13,050.00	\$ 15.00	\$ 13,050.00	\$ 10.00	\$ 8,700.00
8	SUBGRADE PREPARATION, 12 IN DEPTH	SY	2319	\$ 4.00	\$ 9,276.00	\$ 3.25	\$ 7,536.75	\$ 2.00	\$ 4,638.00
9	SUBGRADE TREATMENT, CEMENT, 12 IN DEPTH	SY	550	\$ 8.00	\$ 4,400.00	\$ 4.85	\$ 2,667.50	\$ 47.75	\$ 26,262.50
10	SUBBASE, GRANULAR SUBBASE, 4 IN DEPTH	SY	550	\$ 10.00	\$ 5,500.00	\$ 9.25	\$ 5,087.50	\$ 13.50	\$ 7,425.00
11	REMOVAL OF KNOWN PIPE CULVERT, LESS THAN 36 IN DIA	LF	27	\$ 30.00	\$ 810.00	\$ 39.00	\$ 1,053.00	\$ 88.00	\$ 2,376.00
12	REMOVAL OF KNOWN PIPE CULVERT, GREATER THAN 36 IN DIA	LF	184	\$ 50.00	\$ 9,200.00	\$ 92.00	\$ 16,928.00	\$ 30.00	\$ 5,520.00
13	REMOVAL OF KNOWN PIPE AND CONDUIT, WATER MAIN, 6 IN DIA	LF	80	\$ 20.00	\$ 1,600.00	\$ 36.00	\$ 2,880.00	\$ 20.00	\$ 1,600.00
14	REMOVAL OF KNOWN PIPE AND CONDUIT, WATER MAIN, 6 IN DIA, PLUG ONLY	LF	825	\$ 3.00	\$ 2,475.00	\$ 1.30	\$ 1,072.50	\$ 1.84	\$ 1,518.00
15	REMOVAL OF KNOWN PIPE AND CONDUIT, WATER MAIN, 16 IN DIA	LF	143	\$ 15.00	\$ 2,145.00	\$ 44.00	\$ 6,292.00	\$ 25.00	\$ 3,575.00
16	FILLING AND PLUGGING OF KNOWN PIPE CULVERTS, PIPES, AND CONDUITS, WATER MAIN, 16 IN DIA	LF	220	\$ 20.00	\$ 4,400.00	\$ 30.00	\$ 6,600.00	\$ 26.00	\$ 5,720.00
17	GRANULAR SHOULDER	TON	62	\$ 75.00	\$ 4,650.00	\$ 52.00	\$ 3,224.00	\$ 61.25	\$ 3,797.50
<b>TRENCH EXCAVATION AND BACKFILL</b>									
18	ROCK EXCAVATION	CY	100	\$ 150.00	\$ 15,000.00	\$ 5.00	\$ 500.00	\$ 210.00	\$ 21,000.00
19	TRENCH FOUNDATION	TON	100	\$ 60.00	\$ 6,000.00	\$ 42.00	\$ 4,200.00	\$ 50.00	\$ 5,000.00
20	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	100	\$ 50.00	\$ 5,000.00	\$ 10.00	\$ 1,000.00	\$ 20.00	\$ 2,000.00
21	GRANULAR BEDDING - RCBC CULVERT	SY	1390	\$ 35.00	\$ 48,650.00	\$ 45.00	\$ 62,550.00	\$ 44.00	\$ 61,160.00
<b>STORM SEWERS</b>									
22	STORM SEWER, TRENCHED, CLASS III RCP, 24 IN DIA	LF	190	\$ 90.00	\$ 17,100.00	\$ 97.00	\$ 18,430.00	\$ 119.00	\$ 22,610.00
23	STORM SEWER, TRENCHED, CLASS IV RCP, 24 IN DIA	LF	141	\$ 100.00	\$ 14,100.00	\$ 100.00	\$ 14,100.00	\$ 126.00	\$ 17,766.00
24	STORM SEWER, TRENCHED, CLASS V RCP, 30 IN DIA	LF	202	\$ 130.00	\$ 26,260.00	\$ 142.00	\$ 28,684.00	\$ 198.00	\$ 39,996.00
25	STORM SEWER, TRENCHED, CLASS III RCP, 36 IN DIA	LF	265	\$ 150.00	\$ 39,750.00	\$ 140.00	\$ 37,100.00	\$ 201.00	\$ 53,265.00
26	STORM SEWER, 36 IN DIA, 40 DEG BEND	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 1,362.00	\$ 1,362.00	\$ 1,800.00	\$ 1,800.00
<b>PIPE CULVERTS</b>									
27	PIPE CULVERT, TRENCHED, CMP, 138 IN DIA	LF	20	\$ 500.00	\$ 10,000.00	\$ 2,077.00	\$ 41,540.00	\$ 988.00	\$ 19,760.00
28	PIPE APRON, RCP, 24 IN DIA	EA	4	\$ 2,500.00	\$ 10,000.00	\$ 1,288.00	\$ 5,152.00	\$ 2,400.00	\$ 9,600.00
29	PIPE APRON, RCP, 30 IN DIA	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 1,358.00	\$ 1,358.00	\$ 2,700.00	\$ 2,700.00
30	PIPE APRON, RCP, 36 IN DIA	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 1,828.00	\$ 3,656.00	\$ 3,900.00	\$ 7,800.00
31	FOOTING FOR CONCRETE PIPE APRON, RCP, 24 IN DIA	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 814.00	\$ 3,256.00	\$ 900.00	\$ 3,600.00
32	FOOTING FOR CONCRETE PIPE APRON, RCP, 30 IN DIA	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 1,015.00	\$ 1,015.00	\$ 1,300.00	\$ 1,300.00
33	FOOTING FOR CONCRETE PIPE APRON, RCP, 36 IN DIA	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,207.00	\$ 2,414.00	\$ 1,200.00	\$ 2,400.00
34	PIPE APRON GUARD	EA	7	\$ 2,500.00	\$ 17,500.00	\$ 1,117.00	\$ 7,819.00	\$ 6,500.00	\$ 45,500.00
<b>SUBDRAINS AND FOOTING DRAIN COLLECTORS</b>									
35	SUBDRAIN, CASE A, TYPE 1, 6 IN DIA	LF	1141	\$ 20.00	\$ 22,820.00	\$ 28.00	\$ 31,948.00	\$ 15.25	\$ 17,400.25
36	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN DIA	EA	2	\$ 750.00	\$ 1,500.00	\$ 874.00	\$ 1,748.00	\$ 550.00	\$ 1,100.00
37	SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 8 IN DIA, OUTLET TO STRUCTURE	EA	2	\$ 500.00	\$ 1,000.00	\$ 225.00	\$ 450.00	\$ 500.00	\$ 1,000.00
38	SUBDRAIN OUTLETS AND CONNECTIONS, BOX CULVERT	EA	3	\$ 500.00	\$ 1,500.00	\$ 225.00	\$ 675.00	\$ 725.00	\$ 2,175.00
<b>PIPE AND FITTINGS</b>									
39	WATER MAIN, TRENCHED, PVC C900, 6 IN DIA	LF	126	\$ 125.00	\$ 15,750.00	\$ 94.00	\$ 11,844.00	\$ 43.00	\$ 5,418.00
40	WATER MAIN, TRENCHED, PVC C900, 6 IN DIA, RESTRAINED JOINT	LF	295	\$ 140.00	\$ 41,300.00	\$ 116.00	\$ 34,220.00	\$ 72.00	\$ 21,240.00
41	WATER MAIN, TRENCHED, PVC C900, 8 IN DIA	LF	65	\$ 150.00	\$ 9,750.00	\$ 71.00	\$ 4,615.00	\$ 69.00	\$ 4,485.00

Name of Bidder				Engineer's Estimate		McAninch Corp		Alliance Construction Group, LLC	
42	WATER MAIN, TRENCHED, PVC C900, 16 IN DIA	LF	234	\$ 150.00	\$ 35,100.00	\$ 107.00	\$ 25,038.00	\$ 98.00	\$ 22,932.00
43	WATER MAIN, TRENCHED, PVC C900, 16 IN DIA, RESTRAINED JOINT	LF	130	\$ 250.00	\$ 32,500.00	\$ 151.00	\$ 19,630.00	\$ 144.00	\$ 18,720.00
44	WATER MAIN, TRENCHLESS, PVC C900, 6 IN DIA, RESTRAINED JOINT, DIRECTIONALLY DRILLED	LF	120	\$ 200.00	\$ 24,000.00	\$ 262.50	\$ 31,500.00	\$ 130.00	\$ 15,600.00
45	FITTING, MECHANICAL JOINT, 6 IN DIA	LB	1212	\$ 20.00	\$ 24,240.00	\$ 11.00	\$ 13,332.00	\$ 11.00	\$ 13,332.00
46	FITTING, MECHANICAL JOINT, 16 IN DIA	LB	2596	\$ 20.00	\$ 51,920.00	\$ 9.50	\$ 24,662.00	\$ 10.00	\$ 25,960.00
<b>VALVES, FIRE HYDRANTS, AND APPURTENANCES</b>									
47	TAPPING VALVE ASSEMBLY, 6 IN DIA	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 4,742.00	\$ 4,742.00	\$ 5,200.00	\$ 5,200.00
48	FLUSHING DEVICE (BLOWOFF)	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,045.00	\$ 1,045.00	\$ 1,500.00	\$ 1,500.00
49	VALVE BOX EXTENSION	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 319.00	\$ 1,276.00	\$ 455.00	\$ 1,820.00
50	FIRE HYDRANT ADJUSTMENT	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 5,017.00	\$ 10,034.00	\$ 4,700.00	\$ 9,400.00
51	VALVE REMOVAL	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 452.00	\$ 904.00	\$ 327.00	\$ 654.00
<b>STRUCTURES FOR SANITARY AND STORM SEWERS</b>									
52	MANHOLE TYPE, SW-401, 60 IN DIA	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 7,542.00	\$ 7,542.00	\$ 12,000.00	\$ 12,000.00
53	MANHOLE TYPE, SW-401, 72 IN DIA	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 9,314.00	\$ 9,314.00	\$ 15,000.00	\$ 15,000.00
54	MANHOLE TYPE, SW-402, 72 IN x 72 IN	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 10,825.00	\$ 10,825.00	\$ 14,000.00	\$ 14,000.00
55	MANHOLE TYPE, SW-404 MODIFIED, 60 IN x 60 IN	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 12,724.00	\$ 12,724.00	\$ 18,000.00	\$ 18,000.00
56	INTAKE TYPE, SW-506	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 9,363.00	\$ 18,726.00	\$ 12,000.00	\$ 24,000.00
57	INTAKE TYPE, SW-506 MODIFIED, 2 FT EXTENSION	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 15,287.00	\$ 15,287.00	\$ 25,000.00	\$ 25,000.00
58	MANHOLE ADJUSTMENT, MAJOR	EA	3	\$ 10,000.00	\$ 30,000.00	\$ 9,679.00	\$ 29,037.00	\$ 6,000.00	\$ 18,000.00
<b>PORTLAND CEMENT CONCRETE PAVEMENT</b>									
59	PAVEMENT, PCC, 7 IN REINFORCED	SY	515	\$ 80.00	\$ 41,200.00	\$ 81.00	\$ 41,715.00	\$ 70.00	\$ 36,050.00
60	PAVEMENT, PCC, 10 IN REINFORCED, C-SUD MIX	SY	395	\$ 100.00	\$ 39,500.00	\$ 107.00	\$ 42,265.00	\$ 105.00	\$ 41,475.00
61	PAVEMENT, PCC, BRIDGE APPROACH PAVEMENT, BR-203	SY	883	\$ 300.00	\$ 264,900.00	\$ 222.00	\$ 196,026.00	\$ 208.00	\$ 183,664.00
62	LONGITUDINAL GROOVING IN CONCRETE	SY	1669	\$ 7.00	\$ 11,683.00	\$ 10.15	\$ 16,940.35	\$ 8.75	\$ 14,603.75
63	CONCRETE BARRIER, TAPERED END, BA-108	EA	4	\$ 4,000.00	\$ 16,000.00	\$ 3,156.00	\$ 12,624.00	\$ 3,100.00	\$ 12,400.00
<b>SIDEWALKS, SHARED USED PATHS, AND DRIVEWAYS</b>									
64	SHARED USE PATH, PCC, 6 IN REINFORCED	SY	253	\$ 75.00	\$ 18,975.00	\$ 79.00	\$ 19,987.00	\$ 73.00	\$ 18,469.00
65	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH, 6 IN DEPTH	SY	288	\$ 4.00	\$ 1,152.00	\$ 3.75	\$ 1,080.00	\$ 8.00	\$ 2,304.00
<b>PAVEMENT REHABILITATION</b>									
66	PAVEMENT REMOVAL	SY	514	\$ 25.00	\$ 12,850.00	\$ 13.25	\$ 6,810.50	\$ 11.00	\$ 5,654.00
<b>TRAFFIC SIGNALS</b>									
67	CONDUIT, SCHEDULE 80 PVC, 2 IN DIA	LF	150	\$ 20.00	\$ 3,000.00	\$ 15.00	\$ 2,250.00	\$ 16.60	\$ 2,490.00
68	CONDUIT, SCHEDULE 80 PVC, 3 IN DIA	LF	120	\$ 25.00	\$ 3,000.00	\$ 17.00	\$ 2,040.00	\$ 25.00	\$ 3,000.00
<b>PAVEMENT MARKINGS</b>									
69	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	149	\$ 75.00	\$ 11,175.00	\$ 57.00	\$ 8,493.00	\$ 55.00	\$ 8,195.00
<b>TEMPORARY TRAFFIC CONTROL</b>									
70	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 24,823.00	\$ 24,823.00	\$ 24,100.00	\$ 24,100.00
71	PROJECT SIGN	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 2,060.00	\$ 4,120.00	\$ 2,000.00	\$ 4,000.00
72	STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 5,150.00	\$ 10,300.00	\$ 5,600.00	\$ 11,200.00
73	STEEL BEAM GUARDRAIL	LF	75	\$ 40.00	\$ 3,000.00	\$ 56.50	\$ 4,237.50	\$ 42.00	\$ 3,150.00
74	REMOVAL OF STEEL BEAM GUARDRAIL	LF	50	\$ 20.00	\$ 1,000.00	\$ 41.00	\$ 2,050.00	\$ 12.00	\$ 600.00
75	CHANGEABLE MESSAGE SIGN	DAY	30	\$ 200.00	\$ 6,000.00	\$ 206.00	\$ 6,180.00	\$ 200.00	\$ 6,000.00
<b>SEEDING</b>									
76	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 4	AC	11.5	\$ 1,000.00	\$ 11,500.00	\$ 721.00	\$ 8,291.50	\$ 675.00	\$ 7,762.50
77	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, SUPER TURF II	AC	19	\$ 4,000.00	\$ 76,000.00	\$ 4,635.00	\$ 88,065.00	\$ 4,100.00	\$ 77,900.00
<b>EROSION AND SEDIMENT CONTROL</b>									
78	SWPPP PREPARATION	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,060.00	\$ 2,060.00	\$ 1,500.00	\$ 1,500.00
79	SWPPP MANAGEMENT	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,416.00	\$ 7,416.00	\$ 4,500.00	\$ 4,500.00
80	FILTER SOCK, 12 IN DIA	LF	2000	\$ 3.00	\$ 6,000.00	\$ 2.30	\$ 4,600.00	\$ 2.50	\$ 5,000.00
81	FILTER SOCK, REMOVAL	LF	2000	\$ 0.50	\$ 1,000.00	\$ 0.26	\$ 520.00	\$ 0.50	\$ 1,000.00
82	TEMPORARY RECP, TYPE 1D	SQ	1860	\$ 15.00	\$ 27,900.00	\$ 13.40	\$ 24,924.00	\$ 4.75	\$ 8,835.00
83	TEMPORARY RECP, TYPE 4	SQ	650	\$ 25.00	\$ 16,250.00	\$ 20.60	\$ 13,390.00	\$ 9.25	\$ 6,012.50
84	RIP RAP, CLASS D REVETMENT	TON	7700	\$ 60.00	\$ 462,000.00	\$ 67.70	\$ 521,290.00	\$ 62.00	\$ 477,400.00
85	SILT FENCE OR SILT FENCE DITCH CHECK	LF	12000	\$ 2.50	\$ 30,000.00	\$ 1.55	\$ 18,600.00	\$ 2.00	\$ 24,000.00
86	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	12000	\$ 0.25	\$ 3,000.00	\$ 0.01	\$ 120.00	\$ 0.25	\$ 3,000.00
87	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	12000	\$ 0.25	\$ 3,000.00	\$ 0.01	\$ 120.00	\$ 0.25	\$ 3,000.00
88	STABILIZED CONSTRUCTION ENTRANCE	TON	200	\$ 50.00	\$ 10,000.00	\$ 44.00	\$ 8,800.00	\$ 46.00	\$ 9,200.00
89	EROSION CONTROL MULCHING, HYDROMULCHING	AC	11.5	\$ 2,000.00	\$ 23,000.00	\$ 1,648.00	\$ 18,952.00	\$ 2,100.00	\$ 24,150.00
90	INLET PROTECTION DEVICE, DROP IN INTAKE PROTECTION	EA	4	\$ 200.00	\$ 800.00	\$ 154.50	\$ 618.00	\$ 200.00	\$ 800.00

Name of Bidder				Engineer's Estimate		McAninch Corp		Alliance Construction Group, LLC	
91	INLET PROTECTION DEVICE, MAINTENANCE CHAIN LINK FENCE	EA	4	\$ 50.00	\$ 200.00	\$ 20.60	\$ 82.40	\$ 50.00	\$ 200.00
92	CHAIN LINK FENCE, COMMERCIAL, 6 FT BLACK COATED PVC, ON WALL	LF	184	\$ 60.00	\$ 11,040.00	\$ 107.00	\$ 19,688.00	\$ 103.75	\$ 19,090.00
93	VINYL FENCE, 6 FT, WHITE SEGMENTAL BLOCK RETAINING WALLS	LF	136	\$ 125.00	\$ 17,000.00	\$ 65.00	\$ 8,840.00	\$ 64.00	\$ 8,704.00
94	SEGMENTAL BLOCK RETAINING WALL	SF	730	\$ 60.00	\$ 43,800.00	\$ 44.00	\$ 32,120.00	\$ 44.00	\$ 32,120.00
95	GRANULAR BACKFILL MATERIAL CONSTRUCTION SURVEY	TON	200	\$ 40.00	\$ 8,000.00	\$ 34.00	\$ 6,800.00	\$ 36.25	\$ 7,250.00
96	CONSTRUCTION SURVEY	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 12,360.00	\$ 12,360.00	\$ 12,000.00	\$ 12,000.00
97	MONUMENT PRESERVATION AND REPLACEMENT CONCRETE WASHOUT	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,090.00	\$ 3,090.00	\$ 3,000.00	\$ 3,000.00
98	CONCRETE WASHOUT MISCELLANEOUS - MUSSEL SURVEY & RELOCATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 3,320.00	\$ 3,320.00	\$ 3,225.00	\$ 3,225.00
99	MUSSEL SURVEY	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 7,725.00	\$ 7,725.00	\$ 7,500.00	\$ 7,500.00
100	MUSSEL RELOCATION MISCELLANEOUS - BOX CULVERT	DAY	8	\$ 5,000.00	\$ 40,000.00	\$ 4,738.00	\$ 37,904.00	\$ 4,675.00	\$ 37,400.00
101	STRUCTURAL CONCRETE - RCBC CULVERT	CY	1390.6	\$ 700.00	\$ 973,420.00	\$ 606.00	\$ 842,703.60	\$ 544.00	\$ 756,486.40
102	REINFORCING STEEL MISCELLANEOUS - BRIDGE	LBS	177824	\$ 1.75	\$ 311,192.00	\$ 1.41	\$ 250,731.84	\$ 1.37	\$ 243,618.88
103	EXCAVATION, CLASS 20	CY	162	\$ 45.00	\$ 7,290.00	\$ 41.00	\$ 6,642.00	\$ 40.00	\$ 6,480.00
104	STRUCTURAL CONCRETE (BRIDGE)	CY	1006	\$ 850.00	\$ 855,100.00	\$ 803.00	\$ 807,818.00	\$ 780.00	\$ 784,680.00
105	REINFORCING STEEL	LB	42953	\$ 1.40	\$ 60,134.20	\$ 1.60	\$ 68,724.80	\$ 1.55	\$ 66,577.15
106	REINFORCING STEEL, EPOXY COATED	LB	182888	\$ 1.50	\$ 274,332.00	\$ 1.75	\$ 320,054.00	\$ 1.70	\$ 310,909.60
107	REINFORCING STEEL, STAINLESS STEEL	LB	4007	\$ 4.60	\$ 18,432.20	\$ 5.36	\$ 21,477.52	\$ 5.50	\$ 22,038.50
108	CONCRETE BARRIER RAILING	LF	161	\$ 180.00	\$ 28,980.00	\$ 206.00	\$ 33,166.00	\$ 200.00	\$ 32,200.00
109	CONCRETE BARRIER, REINFORCED, SEPARATION	LF	150.8	\$ 180.00	\$ 27,144.00	\$ 257.50	\$ 38,831.00	\$ 250.00	\$ 37,700.00
110	ALUMINUM PEDESTRIAN HAND RAIL	LF	174	\$ 360.00	\$ 62,640.00	\$ 170.00	\$ 29,580.00	\$ 165.00	\$ 28,710.00
111	ORNAMENTAL METAL RAILING	LF	160	\$ 950.00	\$ 152,000.00	\$ 747.00	\$ 119,520.00	\$ 725.00	\$ 116,000.00
112	CONCRETE DRILLED SHAFT, 48 IN. DIAMETER	LF	355.5	\$ 1,000.00	\$ 355,500.00	\$ 731.00	\$ 259,870.50	\$ 710.00	\$ 252,405.00
113	PILES, STEEL, HP 10 X 42	LF	1020	\$ 60.00	\$ 61,200.00	\$ 54.00	\$ 55,080.00	\$ 52.00	\$ 53,040.00
114	PREBORED HOLES	LF	240	\$ 75.00	\$ 18,000.00	\$ 58.00	\$ 13,920.00	\$ 56.00	\$ 13,440.00
115	BRIDGE WING ARMORING - EROSION STONE	SY	6.4	\$ 200.00	\$ 1,280.00	\$ 93.00	\$ 595.20	\$ 90.00	\$ 576.00
116	ENGINEERING FABRIC	SY	1134	\$ 4.20	\$ 4,762.80	\$ 4.20	\$ 4,762.80	\$ 3.00	\$ 3,402.00
117	REVTMENT, CLASS E	TON	1118	\$ 55.00	\$ 61,490.00	\$ 77.00	\$ 86,086.00	\$ 75.00	\$ 83,850.00
118	MOBILIZATION	LS	1	\$ 175,000.00	\$ 175,000.00	\$ 194,200.00	\$ 194,200.00	\$ 560,000.00	\$ 560,000.00
119	BRIDGE WING ARMORING - CONCRETE SLOPE PROTECTION	SY	6.4	\$ 475.00	\$ 3,040.00	\$ 412.00	\$ 2,636.80	\$ 400.00	\$ 2,560.00
<b>Total Bid</b>				<b>\$ 6,304,330.20</b>		<b>\$ 5,658,987.27</b>		<b>\$ 5,724,912.03</b>	

	I hereby Certify that this is a true and correct tabulation of the bids received on May 22nd, 2024 for the Mills Civic Parkway Sugar Creek & Fox Creek Crossings Project, in the City of West Des Moines, Iowa.		
	 Thomas M. Stovie, P.E.	License No. 15588	Date 5/22/2024



McClure Engineering Company  
 1360 NW 121st Street  
 Clive, IA 50325  
 Ph: 515-964-1229 Fax: 515-964-2370

**MILLS CIVIC PARKWAY SUGAR CREEK & FOX CREEK CROSSINGS**

**CITY PROJ. NO. 0510-071-2021**

**TABULATION OF BIDS**

Owner: City of West Des Moines  
 Proj. No.: MEC 211005  
 Location: 4200 Mills Civic Parkway, West Des Moines, IA

Bid Date: May 22, 2024  
 Time: 2:00 PM

Name of Bidder				A.M. Cochran & Son Inc. Atlantic, IA		Corell Contractor Inc. 2 West Des Moines, IA		United Contractors, Inc. Urbandale, IA	
Item No.	Item	Unit	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
<b>EARTHWORK, SUBGRADE, AND SUBBASE</b>									
1	CLEARING AND GRUBBING	AC	17	\$ 3,230.00	\$ 54,910.00	\$ 2,750.00	\$ 46,750.00	\$ 2,617.65	\$ 44,500.05
2	TOPSOIL, ON-SITE	CY	13573	\$ 5.65	\$ 76,687.45	\$ 9.50	\$ 128,943.50	\$ 5.65	\$ 76,687.45
3	EXCAVATION, CLASS 10	CY	30442	\$ 4.26	\$ 129,682.92	\$ 5.00	\$ 152,210.00	\$ 4.26	\$ 129,682.92
4	EXCAVATION, CLASS 20 - RCBC CULVERT	CY	14430	\$ 12.75	\$ 183,982.50	\$ 9.25	\$ 133,477.50	\$ 12.75	\$ 183,982.50
5	EXCAVATION, EMBANKMENT IN PLACE - CONTRACTOR SUPPLY AND PLACE	CY	16936	\$ 7.80	\$ 132,100.80	\$ 10.25	\$ 173,594.00	\$ 7.80	\$ 132,100.80
6	BELOW GRADE EXCAVATION (CORE OUT)	CY	500	\$ 5.25	\$ 2,625.00	\$ 40.00	\$ 20,000.00	\$ 5.25	\$ 2,625.00
7	BELOW GRADE EXCAVATION (CORE OUT) - RCBC CULVERT	CY	870	\$ 15.00	\$ 13,050.00	\$ 45.00	\$ 39,150.00	\$ 15.00	\$ 13,050.00
8	SUBGRADE PREPARATION, 12 IN DEPTH	SY	2319	\$ 3.25	\$ 7,536.75	\$ 2.75	\$ 6,377.25	\$ 3.25	\$ 7,536.75
9	SUBGRADE TREATMENT, CEMENT, 12 IN DEPTH	SY	550	\$ 4.85	\$ 2,667.50	\$ 15.00	\$ 8,250.00	\$ 4.85	\$ 2,667.50
10	SUBBASE, GRANULAR SUBBASE, 4 IN DEPTH	SY	550	\$ 9.25	\$ 5,087.50	\$ 11.00	\$ 6,050.00	\$ 9.25	\$ 5,087.50
11	REMOVAL OF KNOWN PIPE CULVERT, LESS THAN 36 IN DIA	LF	27	\$ 39.00	\$ 1,053.00	\$ 55.00	\$ 1,485.00	\$ 39.00	\$ 1,053.00
12	REMOVAL OF KNOWN PIPE CULVERT, GREATER THAN 36 IN DIA	LF	184	\$ 92.00	\$ 16,928.00	\$ 165.00	\$ 30,360.00	\$ 92.00	\$ 16,928.00
13	REMOVAL OF KNOWN PIPE AND CONDUIT, WATER MAIN, 6 IN DIA	LF	80	\$ 36.00	\$ 2,880.00	\$ 53.00	\$ 4,240.00	\$ 36.00	\$ 2,880.00
14	REMOVAL OF KNOWN PIPE AND CONDUIT, WATER MAIN, 6 IN DIA, PLUG ONLY	LF	825	\$ 1.30	\$ 1,072.50	\$ 7.50	\$ 6,187.50	\$ 1.30	\$ 1,072.50
15	REMOVAL OF KNOWN PIPE AND CONDUIT, WATER MAIN, 16 IN DIA	LF	143	\$ 44.00	\$ 6,292.00	\$ 45.00	\$ 6,435.00	\$ 44.00	\$ 6,292.00
16	FILLING AND PLUGGING OF KNOWN PIPE CULVERTS, PIPES, AND CONDUITS, WATER MAIN, 16 IN DIA	LF	220	\$ 30.00	\$ 6,600.00	\$ 52.00	\$ 11,440.00	\$ 30.00	\$ 6,600.00
17	GRANULAR SHOULDER	TON	62	\$ 52.00	\$ 3,224.00	\$ 52.00	\$ 3,224.00	\$ 52.00	\$ 3,224.00
<b>TRENCH EXCAVATION AND BACKFILL</b>									
18	ROCK EXCAVATION	CY	100	\$ 5.00	\$ 500.00	\$ 50.00	\$ 5,000.00	\$ 5.00	\$ 500.00
19	TRENCH FOUNDATION	TON	100	\$ 42.00	\$ 4,200.00	\$ 50.00	\$ 5,000.00	\$ 42.00	\$ 4,200.00
20	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	100	\$ 10.00	\$ 1,000.00	\$ 35.00	\$ 3,500.00	\$ 10.00	\$ 1,000.00
21	GRANULAR BEDDING - RCBC CULVERT	SY	1390	\$ 28.09	\$ 39,045.10	\$ 44.50	\$ 61,855.00	\$ 44.00	\$ 61,160.00
<b>STORM SEWERS</b>									
22	STORM SEWER, TRENCHED, CLASS III RCP, 24 IN DIA	LF	190	\$ 97.00	\$ 18,430.00	\$ 132.00	\$ 25,080.00	\$ 97.00	\$ 18,430.00
23	STORM SEWER, TRENCHED, CLASS IV RCP, 24 IN DIA	LF	141	\$ 100.00	\$ 14,100.00	\$ 137.00	\$ 19,317.00	\$ 100.00	\$ 14,100.00
24	STORM SEWER, TRENCHED, CLASS V RCP, 30 IN DIA	LF	202	\$ 142.00	\$ 28,684.00	\$ 170.00	\$ 34,340.00	\$ 142.00	\$ 28,684.00
25	STORM SEWER, TRENCHED, CLASS III RCP, 36 IN DIA	LF	265	\$ 140.00	\$ 37,100.00	\$ 165.00	\$ 43,725.00	\$ 140.00	\$ 37,100.00
26	STORM SEWER, 36 IN DIA, 40 DEG BEND	EA	1	\$ 1,362.00	\$ 1,362.00	\$ 1,750.00	\$ 1,750.00	\$ 1,362.00	\$ 1,362.00
<b>PIPE CULVERTS</b>									
27	PIPE CULVERT, TRENCHED, CMP, 138 IN DIA	LF	20	\$ 2,077.00	\$ 41,540.00	\$ 1,160.00	\$ 23,200.00	\$ 2,077.00	\$ 41,540.00
28	PIPE APRON, RCP, 24 IN DIA	EA	4	\$ 1,288.00	\$ 5,152.00	\$ 1,965.00	\$ 7,860.00	\$ 1,288.00	\$ 5,152.00
29	PIPE APRON, RCP, 30 IN DIA	EA	1	\$ 1,358.00	\$ 1,358.00	\$ 2,065.00	\$ 2,065.00	\$ 1,358.00	\$ 1,358.00
30	PIPE APRON, RCP, 36 IN DIA	EA	2	\$ 1,828.00	\$ 3,656.00	\$ 3,040.00	\$ 6,080.00	\$ 1,828.00	\$ 3,656.00
31	PIPE APRON, RCP, 48 IN DIA	EA	4	\$ 814.00	\$ 3,256.00	\$ 1,100.00	\$ 4,400.00	\$ 814.00	\$ 3,256.00
32	FOOTING FOR CONCRETE PIPE APRON, RCP, 24 IN DIA	EA	1	\$ 1,015.00	\$ 1,015.00	\$ 1,100.00	\$ 1,100.00	\$ 1,015.00	\$ 1,015.00
33	FOOTING FOR CONCRETE PIPE APRON, RCP, 30 IN DIA	EA	2	\$ 1,207.00	\$ 2,414.00	\$ 1,275.00	\$ 2,550.00	\$ 1,207.00	\$ 2,414.00
34	FOOTING FOR CONCRETE PIPE APRON, RCP, 36 IN DIA	EA	7	\$ 1,117.00	\$ 7,819.00	\$ 1,485.00	\$ 10,395.00	\$ 1,117.00	\$ 7,819.00
<b>PIPE APRON GUARD</b>									
<b>SUBDRAINS AND FOOTING DRAIN COLLECTORS</b>									
35	SUBDRAIN, CASE A, TYPE 1, 6 IN DIA	LF	1141	\$ 28.00	\$ 31,948.00	\$ 24.00	\$ 27,384.00	\$ 28.00	\$ 31,948.00
36	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN DIA	EA	2	\$ 874.00	\$ 1,748.00	\$ 765.00	\$ 1,530.00	\$ 874.00	\$ 1,748.00
37	SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 8 IN DIA, OUTLET TO STRUCTURE	EA	2	\$ 225.00	\$ 450.00	\$ 500.00	\$ 1,000.00	\$ 225.00	\$ 450.00
38	SUBDRAIN OUTLETS AND CONNECTIONS, BOX CULVERT	EA	3	\$ 225.00	\$ 675.00	\$ 500.00	\$ 1,500.00	\$ 225.00	\$ 675.00
<b>PIPE AND FITTINGS</b>									
39	WATER MAIN, TRENCHED, PVC C900, 6 IN DIA	LF	126	\$ 94.00	\$ 11,844.00	\$ 50.00	\$ 6,300.00	\$ 94.00	\$ 11,844.00
40	WATER MAIN, TRENCHED, PVC C900, 6 IN DIA, RESTRAINED JOINT	LF	295	\$ 116.00	\$ 34,220.00	\$ 95.00	\$ 28,025.00	\$ 116.00	\$ 34,220.00
41	WATER MAIN, TRENCHED, PVC C900, 8 IN DIA	LF	65	\$ 71.00	\$ 4,615.00	\$ 89.00	\$ 5,785.00	\$ 71.00	\$ 4,615.00

Name of Bidder				A.M. Cohron & Son Inc.		Corell Contractor Inc. 2		United Contractors, Inc.	
42	WATER MAIN, TRENCHED, PVC C900, 16 IN DIA	LF	234	\$ 107.00	\$ 25,038.00	\$ 153.00	\$ 35,802.00	\$ 107.00	\$ 25,038.00
43	WATER MAIN, TRENCHED, PVC C900, 16 IN DIA, RESTRAINED JOINT	LF	130	\$ 151.00	\$ 19,630.00	\$ 450.00	\$ 58,500.00	\$ 151.00	\$ 19,630.00
44	WATER MAIN, TRENCHLESS, PVC C900, 6 IN DIA, RESTRAINED JOINT, DIRECTIONALLY DRILLED	LF	120	\$ 262.00	\$ 31,440.00	\$ 250.00	\$ 30,000.00	\$ 262.50	\$ 31,500.00
45	FITTING, MECHANICAL JOINT, 6 IN DIA	LB	1212	\$ 11.00	\$ 13,332.00	\$ 10.00	\$ 12,120.00	\$ 11.00	\$ 13,332.00
46	FITTING, MECHANICAL JOINT, 16 IN DIA	LB	2596	\$ 9.50	\$ 24,662.00	\$ 10.00	\$ 25,960.00	\$ 9.50	\$ 24,662.00
<b>VALVES, FIRE HYDRANTS, AND APPURTENANCES</b>									
47	TAPPING VALVE ASSEMBLY, 6 IN DIA	EA	1	\$ 4,742.00	\$ 4,742.00	\$ 8,350.00	\$ 8,350.00	\$ 4,742.00	\$ 4,742.00
48	FLUSHING DEVICE (BLOWOFF)	EA	1	\$ 1,045.00	\$ 1,045.00	\$ 14,500.00	\$ 14,500.00	\$ 1,045.00	\$ 1,045.00
49	VALVE BOX EXTENSION	EA	4	\$ 319.00	\$ 1,276.00	\$ 795.00	\$ 3,180.00	\$ 319.00	\$ 1,276.00
50	FIRE HYDRANT ADJUSTMENT	EA	2	\$ 5,017.00	\$ 10,034.00	\$ 5,500.00	\$ 11,000.00	\$ 5,017.00	\$ 10,034.00
51	VALVE REMOVAL	EA	2	\$ 452.00	\$ 904.00	\$ 1,300.00	\$ 2,600.00	\$ 452.00	\$ 904.00
<b>STRUCTURES FOR SANITARY AND STORM SEWERS</b>									
52	MANHOLE TYPE, SW-401, 60 IN DIA	EA	1	\$ 7,542.00	\$ 7,542.00	\$ 10,100.00	\$ 10,100.00	\$ 7,524.00	\$ 7,524.00
53	MANHOLE TYPE, SW-401, 72 IN DIA	EA	1	\$ 9,314.00	\$ 9,314.00	\$ 14,200.00	\$ 14,200.00	\$ 9,314.00	\$ 9,314.00
54	MANHOLE TYPE, SW-402, 72 IN x 72 IN	EA	1	\$ 10,825.00	\$ 10,825.00	\$ 15,400.00	\$ 15,400.00	\$ 10,825.00	\$ 10,825.00
55	MANHOLE TYPE, SW-404 MODIFIED, 60 IN x 60 IN	EA	1	\$ 12,274.00	\$ 12,274.00	\$ 18,300.00	\$ 18,300.00	\$ 12,724.00	\$ 12,724.00
56	INTAKE TYPE, SW-506	EA	2	\$ 9,363.00	\$ 18,726.00	\$ 11,360.00	\$ 22,720.00	\$ 9,363.00	\$ 18,726.00
57	INTAKE TYPE, SW-506 MODIFIED, 2 FT EXTENSION	EA	1	\$ 15,287.00	\$ 15,287.00	\$ 10,250.00	\$ 10,250.00	\$ 15,287.00	\$ 15,287.00
58	MANHOLE ADJUSTMENT, MAJOR	EA	3	\$ 9,679.00	\$ 29,037.00	\$ 8,800.00	\$ 26,400.00	\$ 9,679.00	\$ 29,037.00
<b>PORTLAND CEMENT CONCRETE PAVEMENT</b>									
59	PAVEMENT, PCC, 7 IN REINFORCED	SY	515	\$ 79.00	\$ 40,685.00	\$ 77.80	\$ 40,067.00	\$ 76.25	\$ 39,288.75
60	PAVEMENT, PCC, 10 IN REINFORCED, C-SUD MIX	SY	395	\$ 104.00	\$ 41,080.00	\$ 126.50	\$ 49,967.50	\$ 124.00	\$ 48,980.00
61	PAVEMENT, PCC, BRIDGE APPROACH PAVEMENT, BR-203	SY	883	\$ 215.25	\$ 190,065.75	\$ 156.80	\$ 138,454.40	\$ 275.00	\$ 242,825.00
62	LONGITUDINAL GROOVING IN CONCRETE	SY	1669	\$ 6.00	\$ 10,014.00	\$ 6.30	\$ 10,514.70	\$ 7.25	\$ 12,100.25
63	CONCRETE BARRIER, TAPERED END, BA-108	EA	4	\$ 3,064.27	\$ 12,257.08	\$ 3,100.00	\$ 12,400.00	\$ 4,000.00	\$ 16,000.00
<b>SIDEWALKS, SHARED USED PATHS, AND DRIVEWAYS</b>									
64	SHARED USE PATH, PCC, 6 IN REINFORCED	SY	253	\$ 77.00	\$ 19,481.00	\$ 68.10	\$ 17,229.30	\$ 66.75	\$ 16,887.75
65	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH, 6 IN DEPTH	SY	288	\$ 3.75	\$ 1,080.00	\$ 6.00	\$ 1,728.00	\$ 3.75	\$ 1,080.00
<b>PAVEMENT REHABILITATION</b>									
66	PAVEMENT REMOVAL	SY	514	\$ 13.25	\$ 6,810.50	\$ 12.00	\$ 6,168.00	\$ 13.25	\$ 6,810.50
<b>TRAFFIC SIGNALS</b>									
67	CONDUIT, SCHEDULE 80 PVC, 2 IN DIA	LF	150	\$ 16.60	\$ 2,490.00	\$ 17.00	\$ 2,550.00	\$ 15.00	\$ 2,250.00
68	CONDUIT, SCHEDULE 80 PVC, 3 IN DIA	LF	120	\$ 25.00	\$ 3,000.00	\$ 25.50	\$ 3,060.00	\$ 17.00	\$ 2,040.00
<b>PAVEMENT MARKINGS</b>									
69	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	149	\$ 60.00	\$ 8,940.00	\$ 56.00	\$ 8,344.00	\$ 75.00	\$ 11,175.00
<b>TEMPORARY TRAFFIC CONTROL</b>									
70	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 39,000.00	\$ 39,000.00	\$ 24,600.00	\$ 24,600.00	\$ 24,100.00	\$ 24,100.00
71	PROJECT SIGN	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 2,040.00	\$ 4,080.00	\$ 2,000.00	\$ 4,000.00
72	STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205	EA	2	\$ 4,445.00	\$ 8,890.00	\$ 2,500.00	\$ 5,000.00	\$ 4,445.00	\$ 8,890.00
73	STEEL BEAM GUARDRAIL	LF	75	\$ 30.00	\$ 2,250.00	\$ 75.00	\$ 5,625.00	\$ 30.00	\$ 2,250.00
74	REMOVAL OF STEEL BEAM GUARDRAIL	LF	50	\$ 20.00	\$ 1,000.00	\$ 25.00	\$ 1,250.00	\$ 5.00	\$ 250.00
75	CHANGEABLE MESSAGE SIGN	DAY	30	\$ 225.00	\$ 6,750.00	\$ 204.00	\$ 6,120.00	\$ 200.00	\$ 6,000.00
<b>SEEDING</b>									
76	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 4	AC	11.5	\$ 700.00	\$ 8,050.00	\$ 612.00	\$ 7,038.00	\$ 600.00	\$ 6,900.00
77	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, SUPER TURF II	AC	19	\$ 4,500.00	\$ 85,500.00	\$ 3,468.00	\$ 65,892.00	\$ 3,400.00	\$ 64,600.00
<b>EROSION AND SEDIMENT CONTROL</b>									
78	SWPPP PREPARATION	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,550.00	\$ 2,550.00	\$ 2,500.00	\$ 2,500.00
79	SWPPP MANAGEMENT	LS	1	\$ 7,200.00	\$ 7,200.00	\$ 8,055.00	\$ 8,055.00	\$ 7,900.00	\$ 7,900.00
80	FILTER SOCK, 12 IN DIA	LF	2000	\$ 2.25	\$ 4,500.00	\$ 1.80	\$ 3,600.00	\$ 1.75	\$ 3,500.00
81	FILTER SOCK, REMOVAL	LF	2000	\$ 0.25	\$ 500.00	\$ 0.10	\$ 200.00	\$ 0.10	\$ 200.00
82	TEMPORARY RECP, TYPE 1D	SQ	1860	\$ 13.00	\$ 24,180.00	\$ 14.30	\$ 26,598.00	\$ 14.00	\$ 26,040.00
83	TEMPORARY RECP, TYPE 4	SQ	650	\$ 20.00	\$ 13,000.00	\$ 15.30	\$ 9,945.00	\$ 15.00	\$ 9,750.00
84	RIP RAP, CLASS D REVETMENT	TON	7700	\$ 67.70	\$ 521,290.00	\$ 74.50	\$ 573,650.00	\$ 67.70	\$ 521,290.00
85	SILT FENCE OR SILT FENCE DITCH CHECK	LF	12000	\$ 1.50	\$ 18,000.00	\$ 1.80	\$ 21,600.00	\$ 1.75	\$ 21,000.00
86	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	12000	\$ 0.01	\$ 120.00	\$ 0.50	\$ 6,000.00	\$ 0.50	\$ 6,000.00
87	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	12000	\$ 0.01	\$ 120.00	\$ 0.10	\$ 1,200.00	\$ 0.10	\$ 1,200.00
88	STABILIZED CONSTRUCTION ENTRANCE	TON	200	\$ 44.00	\$ 8,800.00	\$ 55.00	\$ 11,000.00	\$ 44.00	\$ 8,800.00
89	EROSION CONTROL MULCHING, HYDROMULCHING	AC	11.5	\$ 1,600.00	\$ 18,400.00	\$ 1,735.00	\$ 19,952.50	\$ 1,700.00	\$ 19,550.00
90	INLET PROTECTION DEVICE, DROP IN INTAKE PROTECTION	EA	4	\$ 150.00	\$ 600.00	\$ 127.00	\$ 508.00	\$ 125.00	\$ 500.00



Name of Bidder				A.M. Cohron & Son Inc.		Corell Contractor Inc. 2		United Contractors, Inc.	
91	INLET PROTECTION DEVICE, MAINTENANCE CHAIN LINK FENCE	EA	4	\$ 20.00	\$ 80.00	\$ 25.50	\$ 102.00	\$ 25.00	\$ 100.00
92	CHAIN LINK FENCE, COMMERCIAL, 6 FT BLACK COATED PVC, ON WALL	LF	184	\$ 85.00	\$ 15,640.00	\$ 105.80	\$ 19,467.20	\$ 103.75	\$ 19,090.00
93	VINYL FENCE, 6 FT, WHITE	LF	136	\$ 105.00	\$ 14,280.00	\$ 64.75	\$ 8,806.00	\$ 63.45	\$ 8,629.20
94	SEGMENTAL BLOCK RETAINING WALLS	SF	730	\$ 48.00	\$ 35,040.00	\$ 37.50	\$ 27,375.00	\$ 75.00	\$ 54,750.00
95	SEGMENTAL BLOCK RETAINING WALL	SF	730	\$ 48.00	\$ 35,040.00	\$ 37.50	\$ 27,375.00	\$ 75.00	\$ 54,750.00
95	GRANULAR BACKFILL MATERIAL	TON	200	\$ 36.00	\$ 7,200.00	\$ 42.50	\$ 8,500.00	\$ 50.00	\$ 10,000.00
96	CONSTRUCTION SURVEY	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 12,250.00	\$ 12,250.00	\$ 14,700.00	\$ 14,700.00
97	MONUMENT PRESERVATION AND REPLACEMENT	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,060.00	\$ 3,060.00	\$ 2,500.00	\$ 2,500.00
98	CONCRETE WASHOUT	LS	1	\$ 14,934.84	\$ 14,934.84	\$ 3,385.00	\$ 3,385.00	\$ 5,000.00	\$ 5,000.00
99	MISCELLANEOUS - MUSSEL SURVEY & RELOCATION	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 7,875.00	\$ 7,875.00	\$ 7,500.00	\$ 7,500.00
100	MUSSEL SURVEY	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 7,875.00	\$ 7,875.00	\$ 7,500.00	\$ 7,500.00
100	MUSSEL RELOCATION	DAY	8	\$ 4,752.00	\$ 38,016.00	\$ 4,830.00	\$ 38,640.00	\$ 4,600.00	\$ 36,800.00
101	STRUCTURAL CONCRETE - RCBC CULVERT	CY	1390.6	\$ 551.97	\$ 767,569.48	\$ 549.45	\$ 764,065.17	\$ 544.00	\$ 756,486.40
102	REINFORCING STEEL	LBS	177824	\$ 1.28	\$ 227,614.72	\$ 1.38	\$ 245,397.12	\$ 1.37	\$ 243,618.88
103	MISCELLANEOUS - BRIDGE	CY	162	\$ 20.33	\$ 3,293.46	\$ 40.40	\$ 6,544.80	\$ 30.00	\$ 4,860.00
104	EXCAVATION, CLASS 20	CY	1006	\$ 751.17	\$ 755,677.02	\$ 792.50	\$ 797,255.00	\$ 950.00	\$ 955,700.00
105	STRUCTURAL CONCRETE (BRIDGE)	CY	1006	\$ 751.17	\$ 755,677.02	\$ 792.50	\$ 797,255.00	\$ 950.00	\$ 955,700.00
105	REINFORCING STEEL	LB	42953	\$ 1.27	\$ 54,550.31	\$ 1.57	\$ 67,436.21	\$ 2.00	\$ 85,906.00
106	REINFORCING STEEL, EPOXY COATED	LB	182888	\$ 1.36	\$ 248,727.68	\$ 1.72	\$ 314,567.36	\$ 1.50	\$ 274,332.00
107	REINFORCING STEEL, STAINLESS STEEL	LB	4007	\$ 4.99	\$ 19,994.93	\$ 5.25	\$ 21,036.75	\$ 4.00	\$ 16,028.00
108	CONCRETE BARRIER RAILING	LF	161	\$ 246.56	\$ 39,696.16	\$ 202.00	\$ 32,522.00	\$ 210.00	\$ 33,810.00
109	CONCRETE BARRIER, REINFORCED, SEPARATION	LF	150.8	\$ 331.86	\$ 50,044.49	\$ 252.00	\$ 38,001.60	\$ 275.00	\$ 41,470.00
110	ALUMINUM PEDESTRIAN HAND RAIL	LF	174	\$ 283.00	\$ 49,242.00	\$ 166.50	\$ 28,971.00	\$ 283.00	\$ 49,242.00
111	ORNAMENTAL METAL RAILING	LF	160	\$ 922.00	\$ 147,520.00	\$ 732.25	\$ 117,160.00	\$ 922.00	\$ 147,520.00
112	CONCRETE DRILLED SHAFT, 48 IN. DIAMETER	LF	355.5	\$ 917.09	\$ 326,025.50	\$ 725.00	\$ 257,737.50	\$ 1,100.00	\$ 391,050.00
113	PILES, STEEL, HP 10 X 42	LF	1020	\$ 46.45	\$ 47,379.00	\$ 52.50	\$ 53,550.00	\$ 60.00	\$ 61,200.00
114	PREBORED HOLES	LF	240	\$ 70.61	\$ 16,946.40	\$ 56.55	\$ 13,572.00	\$ 75.00	\$ 18,000.00
115	BRIDGE WING ARMORING - EROSION STONE	SY	6.4	\$ 225.39	\$ 1,442.50	\$ 100.00	\$ 640.00	\$ 275.00	\$ 1,760.00
116	ENGINEERING FABRIC	SY	1134	\$ 3.48	\$ 3,946.32	\$ 4.15	\$ 4,706.10	\$ 5.75	\$ 6,520.50
117	REVTMENT, CLASS E	TON	1118	\$ 77.40	\$ 86,533.20	\$ 75.00	\$ 83,850.00	\$ 65.00	\$ 72,670.00
118	MOBILIZATION	LS	1	\$ 475,000.00	\$ 475,000.00	\$ 336,356.00	\$ 336,356.00	\$ 240,000.00	\$ 240,000.00
119	BRIDGE WING ARMORING - CONCRETE SLOPE PROTECTION	SY	6.4	\$ 927.66	\$ 5,937.02	\$ 404.00	\$ 2,585.60	\$ 2,500.00	\$ 16,000.00
<b>Total Bid</b>				<b>\$ 5,780,003.38</b>		<b>\$ 5,836,657.56</b>		<b>\$ 5,909,696.20</b>	



McClure Engineering Company  
 1360 NW 121st Street  
 Clive, IA 50325  
 Ph: 515-964-1229 Fax: 515-964-2370

**MILLS CIVIC PARKWAY SUGAR CREEK & FOX CREEK CROSSINGS**

**CITY PROJ. NO. 0510-071-2021**

**TABULATION OF BIDS**

Owner: City of West Des Moines  
 Proj. No.: MEC 211005  
 Location: 4200 Mills Civic Parkway, West Des Moines, IA

Bid Date: May 22, 2024  
 Time: 2:00 PM

Name of Bidder				Elder Corporation Pleasant Hill, IA		Reilly Construction Co., Inc. Ossian, IA		C.J. Moyna & Sons, LLC Urbandale, IA	
Item No.	Item	Unit	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
<b>EARTHWORK, SUBGRADE, AND SUBBASE</b>									
1	CLEARING AND GRUBBING	AC	17	\$ 3,300.00	\$ 56,100.00	\$ 3,300.00	\$ 56,100.00	\$ 6,200.00	\$ 105,400.00
2	TOPSOIL, ON-SITE	CY	13573	\$ 6.00	\$ 81,438.00	\$ 12.00	\$ 162,876.00	\$ 14.00	\$ 190,022.00
3	EXCAVATION, CLASS 10	CY	30442	\$ 9.00	\$ 273,978.00	\$ 12.00	\$ 365,304.00	\$ 14.20	\$ 432,276.40
4	EXCAVATION, CLASS 20 - RCBC CULVERT	CY	14430	\$ 14.00	\$ 202,020.00	\$ 12.00	\$ 173,160.00	\$ 14.00	\$ 202,020.00
5	EXCAVATION, EMBANKMENT IN PLACE - CONTRACTOR SUPPLY AND PLACE	CY	16936	\$ 15.50	\$ 262,508.00	\$ 20.00	\$ 338,720.00	\$ 22.00	\$ 372,592.00
6	BELOW GRADE EXCAVATION (CORE OUT)	CY	500	\$ 23.50	\$ 11,750.00	\$ 30.00	\$ 15,000.00	\$ 28.00	\$ 14,000.00
7	BELOW GRADE EXCAVATION (CORE OUT) - RCBC CULVERT	CY	870	\$ 29.50	\$ 25,665.00	\$ 30.00	\$ 26,100.00	\$ 30.00	\$ 26,100.00
8	SUBGRADE PREPARATION, 12 IN DEPTH	SY	2319	\$ 4.00	\$ 9,276.00	\$ 2.50	\$ 5,797.50	\$ 14.00	\$ 32,466.00
9	SUBGRADE TREATMENT, CEMENT, 12 IN DEPTH	SY	550	\$ 14.00	\$ 7,700.00	\$ 40.00	\$ 22,000.00	\$ 34.00	\$ 18,700.00
10	SUBBASE, GRANULAR SUBBASE, 4 IN DEPTH	SY	550	\$ 6.75	\$ 3,712.50	\$ 15.00	\$ 8,250.00	\$ 28.00	\$ 15,400.00
11	REMOVAL OF KNOWN PIPE CULVERT, LESS THAN 36 IN DIA	LF	27	\$ 28.50	\$ 769.50	\$ 20.00	\$ 540.00	\$ 23.00	\$ 621.00
12	REMOVAL OF KNOWN PIPE CULVERT, GREATER THAN 36 IN DIA	LF	184	\$ 131.00	\$ 24,104.00	\$ 100.00	\$ 18,400.00	\$ 30.00	\$ 5,520.00
13	REMOVAL OF KNOWN PIPE AND CONDUIT, WATER MAIN, 6 IN DIA	LF	80	\$ 54.00	\$ 4,320.00	\$ 20.00	\$ 1,600.00	\$ 14.00	\$ 1,120.00
14	REMOVAL OF KNOWN PIPE AND CONDUIT, WATER MAIN, 6 IN DIA, PLUG ONLY	LF	825	\$ 43.00	\$ 35,475.00	\$ 20.00	\$ 16,500.00	\$ 14.00	\$ 11,550.00
15	REMOVAL OF KNOWN PIPE AND CONDUIT, WATER MAIN, 16 IN DIA	LF	143	\$ 246.00	\$ 35,178.00	\$ 25.00	\$ 3,575.00	\$ 23.00	\$ 3,289.00
16	FILLING AND PLUGGING OF KNOWN PIPE CULVERTS, PIPES, AND CONDUITS, WATER MAIN, 16 IN DIA	LF	220	\$ 46.00	\$ 10,120.00	\$ 25.00	\$ 5,500.00	\$ 46.00	\$ 10,120.00
17	GRANULAR SHOULDER	TON	62	\$ 46.00	\$ 2,852.00	\$ 55.00	\$ 3,410.00	\$ 60.00	\$ 3,720.00
<b>TRENCH EXCAVATION AND BACKFILL</b>									
18	ROCK EXCAVATION	CY	100	\$ 129.00	\$ 12,900.00	\$ 75.00	\$ 7,500.00	\$ 110.00	\$ 11,000.00
19	TRENCH FOUNDATION	TON	100	\$ 48.00	\$ 4,800.00	\$ 50.00	\$ 5,000.00	\$ 58.00	\$ 5,800.00
20	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	100	\$ 15.50	\$ 1,550.00	\$ 20.00	\$ 2,000.00	\$ 32.00	\$ 3,200.00
21	GRANULAR BEDDING - RCBC CULVERT	SY	1390	\$ 45.00	\$ 62,550.00	\$ 45.00	\$ 62,550.00	\$ 44.00	\$ 61,160.00
<b>STORM SEWERS</b>									
22	STORM SEWER, TRENCHED, CLASS III RCP, 24 IN DIA	LF	190	\$ 99.00	\$ 18,810.00	\$ 100.00	\$ 19,000.00	\$ 136.00	\$ 25,840.00
23	STORM SEWER, TRENCHED, CLASS IV RCP, 24 IN DIA	LF	141	\$ 110.00	\$ 15,510.00	\$ 115.00	\$ 16,215.00	\$ 142.00	\$ 20,022.00
24	STORM SEWER, TRENCHED, CLASS V RCP, 30 IN DIA	LF	202	\$ 148.00	\$ 29,896.00	\$ 160.00	\$ 32,320.00	\$ 185.00	\$ 37,370.00
25	STORM SEWER, TRENCHED, CLASS III RCP, 36 IN DIA	LF	265	\$ 142.00	\$ 37,630.00	\$ 170.00	\$ 45,050.00	\$ 180.00	\$ 47,700.00
26	STORM SEWER, 36 IN DIA, 40 DEG BEND	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 1,000.00	\$ 1,000.00	\$ 1,900.00	\$ 1,900.00
<b>PIPE CULVERTS</b>									
27	PIPE CULVERT, TRENCHED, CMP, 138 IN DIA	LF	20	\$ 1,000.00	\$ 20,000.00	\$ 1,000.00	\$ 20,000.00	\$ 420.00	\$ 8,400.00
28	PIPE APRON, RCP, 24 IN DIA	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 1,500.00	\$ 6,000.00	\$ 910.00	\$ 3,640.00
29	PIPE APRON, RCP, 30 IN DIA	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 982.00	\$ 982.00
30	PIPE APRON, RCP, 36 IN DIA	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,800.00	\$ 3,600.00	\$ 1,460.00	\$ 2,920.00
31	FOOTING FOR CONCRETE PIPE APRON, RCP, 24 IN DIA	EA	4	\$ 510.00	\$ 2,040.00	\$ 1,200.00	\$ 4,800.00	\$ 1,400.00	\$ 5,600.00
32	FOOTING FOR CONCRETE PIPE APRON, RCP, 30 IN DIA	EA	1	\$ 560.00	\$ 560.00	\$ 1,400.00	\$ 1,400.00	\$ 1,675.00	\$ 1,675.00
33	FOOTING FOR CONCRETE PIPE APRON, RCP, 36 IN DIA	EA	2	\$ 610.00	\$ 1,220.00	\$ 1,600.00	\$ 3,200.00	\$ 1,950.00	\$ 3,900.00
34	PIPE APRON GUARD	EA	7	\$ 1,400.00	\$ 9,800.00	\$ 1,400.00	\$ 9,800.00	\$ 1,700.00	\$ 11,900.00
<b>SUBDRAINS AND FOOTING DRAIN COLLECTORS</b>									
35	SUBDRAIN, CASE A, TYPE 1, 6 IN DIA	LF	1141	\$ 32.00	\$ 36,512.00	\$ 22.00	\$ 25,102.00	\$ 23.00	\$ 26,243.00
36	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN DIA	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 800.00	\$ 1,600.00	\$ 730.00	\$ 1,460.00
37	SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 8 IN DIA, OUTLET TO STRUCTURE	EA	2	\$ 470.00	\$ 940.00	\$ 250.00	\$ 500.00	\$ 280.00	\$ 560.00
38	SUBDRAIN OUTLETS AND CONNECTIONS, BOX CULVERT	EA	3	\$ 820.00	\$ 2,460.00	\$ 250.00	\$ 750.00	\$ 340.00	\$ 1,020.00
<b>PIPE AND FITTINGS</b>									
39	WATER MAIN, TRENCHED, PVC C900, 6 IN DIA	LF	126	\$ 64.00	\$ 8,064.00	\$ 75.00	\$ 9,450.00	\$ 63.00	\$ 7,938.00
40	WATER MAIN, TRENCHED, PVC C900, 6 IN DIA, RESTRAINED JOINT	LF	295	\$ 159.00	\$ 46,905.00	\$ 80.00	\$ 23,600.00	\$ 65.00	\$ 19,175.00
41	WATER MAIN, TRENCHED, PVC C900, 8 IN DIA	LF	65	\$ 80.00	\$ 5,200.00	\$ 80.00	\$ 5,200.00	\$ 67.00	\$ 4,355.00



Name of Bidder				Elder Corporation		Reilly Construction Co., Inc.		C.J. Moyna & Sons, LLC	
42	WATER MAIN, TRENCHED, PVC C900, 16 IN DIA	LF	234	\$ 107.00	\$ 25,038.00	\$ 125.00	\$ 29,250.00	\$ 105.00	\$ 24,570.00
43	WATER MAIN, TRENCHED, PVC C900, 16 IN DIA, RESTRAINED JOINT	LF	130	\$ 199.00	\$ 25,870.00	\$ 175.00	\$ 22,750.00	\$ 152.00	\$ 19,760.00
44	WATER MAIN, TRENCHLESS, PVC C900, 6 IN DIA, RESTRAINED JOINT, DIRECTIONALLY DRILLED	LF	120	\$ 138.00	\$ 16,560.00	\$ 300.00	\$ 36,000.00	\$ 372.00	\$ 44,640.00
45	FITTING, MECHANICAL JOINT, 6 IN DIA	LB	1212	\$ 10.25	\$ 12,423.00	\$ 15.00	\$ 18,180.00	\$ 12.00	\$ 14,544.00
46	FITTING, MECHANICAL JOINT, 16 IN DIA	LB	2596	\$ 10.50	\$ 27,258.00	\$ 15.00	\$ 38,940.00	\$ 13.50	\$ 35,046.00
VALVES, FIRE HYDRANTS, AND APPURTENANCES									
47	TAPPING VALVE ASSEMBLY, 6 IN DIA	EA	1	\$ 6,600.00	\$ 6,600.00	\$ 6,000.00	\$ 6,000.00	\$ 5,100.00	\$ 5,100.00
48	FLUSHING DEVICE (BLOWOFF)	EA	1	\$ 4,800.00	\$ 4,800.00	\$ 3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00
49	VALVE BOX EXTENSION	EA	4	\$ 1,800.00	\$ 7,200.00	\$ 2,100.00	\$ 8,400.00	\$ 750.00	\$ 3,000.00
50	FIRE HYDRANT ADJUSTMENT	EA	2	\$ 6,300.00	\$ 12,600.00	\$ 6,500.00	\$ 13,000.00	\$ 7,100.00	\$ 14,200.00
51	VALVE REMOVAL	EA	2	\$ 610.00	\$ 1,220.00	\$ 600.00	\$ 1,200.00	\$ 620.00	\$ 1,240.00
STRUCTURES FOR SANITARY AND STORM SEWERS									
52	MANHOLE TYPE, SW-401, 60 IN DIA	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 9,500.00	\$ 9,500.00	\$ 10,000.00	\$ 10,000.00
53	MANHOLE TYPE, SW-401, 72 IN DIA	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 11,500.00	\$ 11,500.00	\$ 11,250.00	\$ 11,250.00
54	MANHOLE TYPE, SW-402, 72 IN x 72 IN	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 13,500.00	\$ 13,500.00	\$ 11,750.00	\$ 11,750.00
55	MANHOLE TYPE, SW-404 MODIFIED, 60 IN x 60 IN	EA	1	\$ 13,000.00	\$ 13,000.00	\$ 13,500.00	\$ 13,500.00	\$ 17,500.00	\$ 17,500.00
56	INTAKE TYPE, SW-506	EA	2	\$ 9,900.00	\$ 19,800.00	\$ 11,500.00	\$ 23,000.00	\$ 13,500.00	\$ 27,000.00
57	INTAKE TYPE, SW-506 MODIFIED, 2 FT EXTENSION	EA	1	\$ 16,000.00	\$ 16,000.00	\$ 19,000.00	\$ 19,000.00	\$ 20,000.00	\$ 20,000.00
58	MANHOLE ADJUSTMENT, MAJOR	EA	3	\$ 14,000.00	\$ 42,000.00	\$ 8,000.00	\$ 24,000.00	\$ 4,200.00	\$ 12,600.00
PORTLAND CEMENT CONCRETE PAVEMENT									
59	PAVEMENT, PCC, 7 IN REINFORCED	SY	515	\$ 78.00	\$ 40,170.00	\$ 72.00	\$ 37,080.00	\$ 76.25	\$ 39,268.75
60	PAVEMENT, PCC, 10 IN REINFORCED, C-SUD MIX	SY	395	\$ 126.00	\$ 49,770.00	\$ 107.00	\$ 42,265.00	\$ 124.00	\$ 48,980.00
61	PAVEMENT, PCC, BRIDGE APPROACH PAVEMENT, BR-203	SY	883	\$ 165.00	\$ 145,695.00	\$ 210.00	\$ 185,430.00	\$ 153.75	\$ 135,761.25
62	LONGITUDINAL GROOVING IN CONCRETE	SY	1669	\$ 11.25	\$ 18,776.25	\$ 12.00	\$ 20,028.00	\$ 7.00	\$ 11,683.00
63	CONCRETE BARRIER, TAPERED END, BA-108	EA	4	\$ 3,100.00	\$ 12,400.00	\$ 3,500.00	\$ 14,000.00	\$ 3,100.00	\$ 12,400.00
SIDEWALKS, SHARED USED PATHS, AND DRIVEWAYS									
64	SHARED USE PATH, PCC, 6 IN REINFORCED	SY	253	\$ 68.00	\$ 17,204.00	\$ 75.00	\$ 18,975.00	\$ 66.75	\$ 16,887.75
65	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH, 6 IN DEPTH	SY	288	\$ 4.25	\$ 1,224.00	\$ 2.50	\$ 720.00	\$ 18.00	\$ 5,184.00
PAVEMENT REHABILITATION									
66	PAVEMENT REMOVAL	SY	514	\$ 11.75	\$ 6,039.50	\$ 30.00	\$ 15,420.00	\$ 40.00	\$ 20,560.00
TRAFFIC SIGNALS									
67	CONDUIT, SCHEDULE 80 PVC, 2 IN DIA	LF	150	\$ 17.00	\$ 2,550.00	\$ 35.00	\$ 5,250.00	\$ 18.00	\$ 2,700.00
68	CONDUIT, SCHEDULE 80 PVC, 3 IN DIA	LF	120	\$ 25.50	\$ 3,060.00	\$ 35.00	\$ 4,200.00	\$ 28.00	\$ 3,360.00
PAVEMENT MARKINGS									
69	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	149	\$ 56.00	\$ 8,344.00	\$ 65.00	\$ 9,685.00	\$ 60.00	\$ 8,940.00
TEMPORARY TRAFFIC CONTROL									
70	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 130,000.00	\$ 130,000.00
71	PROJECT SIGN	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 2,750.00	\$ 5,500.00	\$ 1,500.00	\$ 3,000.00
72	STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205	EA	2	\$ 4,500.00	\$ 9,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,445.00	\$ 8,890.00
73	STEEL BEAM GUARDRAIL	LF	75	\$ 31.00	\$ 2,325.00	\$ 30.00	\$ 2,250.00	\$ 30.00	\$ 2,250.00
74	REMOVAL OF STEEL BEAM GUARDRAIL	LF	50	\$ 20.50	\$ 1,025.00	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00
75	CHANGEABLE MESSAGE SIGN	DAY	30	\$ 204.00	\$ 6,120.00	\$ 125.00	\$ 3,750.00	\$ 180.00	\$ 5,400.00
SEEDING									
76	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 4	AC	11.5	\$ 690.00	\$ 7,935.00	\$ 750.00	\$ 8,625.00	\$ 750.00	\$ 8,625.00
77	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, SUPER TURF II	AC	19	\$ 4,200.00	\$ 79,800.00	\$ 4,000.00	\$ 76,000.00	\$ 4,000.00	\$ 76,000.00
EROSION AND SEDIMENT CONTROL									
78	SWPPP PREPARATION	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
79	SWPPP MANAGEMENT	LS	1	\$ 4,600.00	\$ 4,600.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
80	FILTER SOCK, 12 IN DIA	LF	2000	\$ 2.25	\$ 4,500.00	\$ 2.25	\$ 4,500.00	\$ 2.25	\$ 4,500.00
81	FILTER SOCK, REMOVAL	LF	2000	\$ 0.50	\$ 1,000.00	\$ 0.30	\$ 600.00	\$ 0.30	\$ 600.00
82	TEMPORARY RECP, TYPE 1D	SQ	1860	\$ 4.75	\$ 8,835.00	\$ 10.50	\$ 19,530.00	\$ 10.50	\$ 19,530.00
83	TEMPORARY RECP, TYPE 4	SQ	650	\$ 9.50	\$ 6,175.00	\$ 17.00	\$ 11,050.00	\$ 17.00	\$ 11,050.00
84	RIP RAP, CLASS D REVETMENT	TON	7700	\$ 80.00	\$ 616,000.00	\$ 70.00	\$ 539,000.00	\$ 68.00	\$ 523,600.00
85	SILT FENCE OR SILT FENCE DITCH CHECK	LF	12000	\$ 1.75	\$ 21,000.00	\$ 1.50	\$ 18,000.00	\$ 1.50	\$ 18,000.00
86	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	12000	\$ 0.25	\$ 3,000.00	\$ 0.01	\$ 120.00	\$ 0.01	\$ 120.00
87	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	12000	\$ 0.25	\$ 3,000.00	\$ 0.01	\$ 120.00	\$ 0.01	\$ 120.00
88	STABILIZED CONSTRUCTION ENTRANCE	TON	200	\$ 40.00	\$ 8,000.00	\$ 65.00	\$ 13,000.00	\$ 80.00	\$ 16,000.00
89	EROSION CONTROL MULCHING, HYDROMULCHING	AC	11.5	\$ 2,100.00	\$ 24,150.00	\$ 1,800.00	\$ 20,700.00	\$ 1,800.00	\$ 20,700.00
90	INLET PROTECTION DEVICE, DROP IN INTAKE PROTECTION	EA	4	\$ 204.00	\$ 816.00	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00

Name of Bidder				Elder Corporation		Reilly Construction Co., Inc.		C.J. Moyna & Sons, LLC	
91	INLET PROTECTION DEVICE, MAINTENANCE CHAIN LINK FENCE	EA	4	\$ 51.00	\$ 204.00	\$ 25.00	\$ 100.00	\$ 25.00	\$ 100.00
92	CHAIN LINK FENCE, COMMERCIAL, 6 FT BLACK COATED PVC, ON WALL	LF	184	\$ 144.00	\$ 26,496.00	\$ 105.00	\$ 19,320.00	\$ 110.00	\$ 20,240.00
93	VINYL FENCE, 6 FT. WHITE SEGMENTAL BLOCK RETAINING WALLS	LF	136	\$ 78.00	\$ 10,608.00	\$ 65.00	\$ 8,840.00	\$ 70.00	\$ 9,520.00
94	SEGMENTAL BLOCK RETAINING WALL	SF	730	\$ 46.00	\$ 33,580.00	\$ 45.00	\$ 32,850.00	\$ 40.00	\$ 29,200.00
95	GRANULAR BACKFILL MATERIAL CONSTRUCTION SURVEY	TON	200	\$ 30.00	\$ 6,000.00	\$ 75.00	\$ 15,000.00	\$ 36.00	\$ 7,200.00
96	CONSTRUCTION SURVEY	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00
97	MONUMENT PRESERVATION AND REPLACEMENT CONCRETE WASHOUT	LS	1	\$ 2,600.00	\$ 2,600.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00
98	CONCRETE WASHOUT MISCELLANEOUS - MUSSEL SURVEY & RELOCATION	LS	1	\$ 3,300.00	\$ 3,300.00	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00
99	MUSSEL SURVEY	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 37,500.00	\$ 37,500.00	\$ 16,000.00	\$ 16,000.00
100	MUSSEL RELOCATION MISCELLANEOUS - BOX CULVERT	DAY	8	\$ 4,800.00	\$ 38,400.00	\$ 1,000.00	\$ 8,000.00	\$ 3,000.00	\$ 24,000.00
101	STRUCTURAL CONCRETE - RCBC CULVERT	CY	1390.6	\$ 550.00	\$ 764,830.00	\$ 550.00	\$ 764,830.00	\$ 544.00	\$ 756,486.40
102	REINFORCING STEEL MISCELLANEOUS - BRIDGE	LBS	177824	\$ 1.50	\$ 266,736.00	\$ 1.50	\$ 266,736.00	\$ 1.37	\$ 243,618.88
103	EXCAVATION, CLASS 20	CY	162	\$ 41.00	\$ 6,642.00	\$ 40.00	\$ 6,480.00	\$ 40.00	\$ 6,480.00
104	STRUCTURAL CONCRETE (BRIDGE)	CY	1006	\$ 800.00	\$ 804,800.00	\$ 800.00	\$ 804,800.00	\$ 780.00	\$ 784,680.00
105	REINFORCING STEEL	LB	42953	\$ 1.50	\$ 64,429.50	\$ 1.65	\$ 70,872.45	\$ 1.55	\$ 66,577.15
106	REINFORCING STEEL, EPOXY COATED	LB	182888	\$ 1.75	\$ 320,054.00	\$ 1.80	\$ 329,198.40	\$ 1.70	\$ 310,909.60
107	REINFORCING STEEL, STAINLESS STEEL	LB	4007	\$ 5.25	\$ 21,036.75	\$ 5.50	\$ 22,038.50	\$ 5.20	\$ 20,836.40
108	CONCRETE BARRIER RAILING	LF	161	\$ 204.00	\$ 32,844.00	\$ 225.00	\$ 36,225.00	\$ 200.00	\$ 32,200.00
109	CONCRETE BARRIER, REINFORCED, SEPARATION	LF	150.8	\$ 260.00	\$ 39,208.00	\$ 275.00	\$ 41,470.00	\$ 250.00	\$ 37,700.00
110	ALUMINUM PEDESTRIAN HAND RAIL	LF	174	\$ 168.00	\$ 29,232.00	\$ 175.00	\$ 30,450.00	\$ 165.00	\$ 28,710.00
111	ORNAMENTAL METAL RAILING	LF	160	\$ 222.00	\$ 35,520.00	\$ 750.00	\$ 120,000.00	\$ 725.00	\$ 116,000.00
112	CONCRETE DRILLED SHAFT, 48 IN. DIAMETER	LF	355.5	\$ 720.00	\$ 255,960.00	\$ 725.00	\$ 257,737.50	\$ 710.00	\$ 252,405.00
113	PILES, STEEL, HP 10 X 42	LF	1020	\$ 53.00	\$ 54,060.00	\$ 55.00	\$ 56,100.00	\$ 52.00	\$ 53,040.00
114	PREBORED HOLES	LF	240	\$ 57.00	\$ 13,680.00	\$ 60.00	\$ 14,400.00	\$ 56.00	\$ 13,440.00
115	BRIDGE WING ARMORING - EROSION STONE	SY	6.4	\$ 92.00	\$ 588.80	\$ 300.00	\$ 1,920.00	\$ 90.00	\$ 576.00
116	ENGINEERING FABRIC	SY	1134	\$ 4.25	\$ 4,819.50	\$ 2.50	\$ 2,835.00	\$ 4.10	\$ 4,649.40
117	REVTMENT, CLASS E	TON	1118	\$ 77.00	\$ 86,086.00	\$ 70.00	\$ 78,260.00	\$ 75.00	\$ 83,850.00
118	MOBILIZATION	LS	1	\$ 239,915.70	\$ 239,915.70	\$ 300,000.00	\$ 300,000.00	\$ 320,000.00	\$ 320,000.00
119	BRIDGE WING ARMORING - CONCRETE SLOPE PROTECTION	SY	6.4	\$ 410.00	\$ 2,624.00	\$ 425.00	\$ 2,720.00	\$ 400.00	\$ 2,560.00
<b>Total Bid</b>				<b>\$ 5,972,150.00</b>		<b>\$ 6,316,270.35</b>		<b>\$ 6,497,764.98</b>	



McClure Engineering Company  
 1360 NW 121st Street  
 Clive, IA 50325  
 Ph: 515-964-1229 Fax: 515-964-2370

**MILLS CIVIC PARKWAY SUGAR CREEK & FOX CREEK CROSSINGS**

**CITY PROJ. NO. 0510-071-2021**

**TABULATION OF BIDS**

Owner: City of West Des Moines  
 Proj. No.: MEC 211005  
 Location: 4200 Mills Civic Parkway, West Des Moines, IA

Bid Date: May 22, 2024  
 Time: 2:00 PM

Name of Bidder				RW Excavating Solutions Prairie City, IA		Rognes Corp Ankeny, IA	
Item No.	Item	Unit	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price
<b>EARTHWORK, SUBGRADE, AND SUBBASE</b>							
1	CLEARING AND GRUBBING	AC	17	\$ 3,000.00	\$ 51,000.00	\$ 2,845.00	\$ 48,365.00
2	TOPSOIL, ON-SITE	CY	13573	\$ 5.00	\$ 67,865.00	\$ 14.00	\$ 190,022.00
3	EXCAVATION, CLASS 10	CY	30442	\$ 5.00	\$ 152,210.00	\$ 10.00	\$ 304,420.00
4	EXCAVATION, CLASS 20 - RCBC CULVERT	CY	14430	\$ 16.00	\$ 230,880.00	\$ 24.00	\$ 346,320.00
5	EXCAVATION, EMBANKMENT IN PLACE - CONTRACTOR SUPPLY AND PLACE	CY	16936	\$ 14.00	\$ 237,104.00	\$ 17.00	\$ 287,912.00
6	BELOW GRADE EXCAVATION (CORE OUT)	CY	500	\$ 15.00	\$ 7,500.00	\$ 16.00	\$ 8,000.00
7	BELOW GRADE EXCAVATION (CORE OUT) - RCBC CULVERT	CY	870	\$ 15.00	\$ 13,050.00	\$ 16.00	\$ 13,920.00
8	SUBGRADE PREPARATION, 12 IN DEPTH	SY	2319	\$ 3.50	\$ 8,116.50	\$ 3.35	\$ 7,768.65
9	SUBGRADE TREATMENT, CEMENT, 12 IN DEPTH	SY	550	\$ 8.00	\$ 4,400.00	\$ 42.00	\$ 23,100.00
10	SUBBASE, GRANULAR SUBBASE, 4 IN DEPTH	SY	550	\$ 7.00	\$ 3,850.00	\$ 12.00	\$ 6,600.00
11	REMOVAL OF KNOWN PIPE CULVERT, LESS THAN 36 IN DIA	LF	27	\$ 20.00	\$ 540.00	\$ 38.00	\$ 1,026.00
12	REMOVAL OF KNOWN PIPE CULVERT, GREATER THAN 36 IN DIA	LF	184	\$ 30.00	\$ 5,520.00	\$ 66.00	\$ 12,144.00
13	REMOVAL OF KNOWN PIPE AND CONDUIT, WATER MAIN, 6 IN DIA	LF	80	\$ 20.00	\$ 1,600.00	\$ 25.00	\$ 2,000.00
14	REMOVAL OF KNOWN PIPE AND CONDUIT, WATER MAIN, 6 IN DIA, PLUG ONLY	LF	825	\$ 3.00	\$ 2,475.00	\$ 5.00	\$ 4,125.00
15	REMOVAL OF KNOWN PIPE AND CONDUIT, WATER MAIN, 16 IN DIA	LF	143	\$ 10.00	\$ 1,430.00	\$ 33.00	\$ 4,719.00
16	FILLING AND PLUGGING OF KNOWN PIPE CULVERTS, PIPES, AND CONDUITS, WATER MAIN, 16 IN DIA	LF	220	\$ 10.00	\$ 2,200.00	\$ 36.00	\$ 7,920.00
17	GRANULAR SHOULDER	TON	62	\$ 60.00	\$ 3,720.00	\$ 44.00	\$ 2,728.00
<b>TRENCH EXCAVATION AND BACKFILL</b>							
18	ROCK EXCAVATION	CY	100	\$ 100.00	\$ 10,000.00	\$ 167.00	\$ 16,700.00
19	TRENCH FOUNDATION	TON	100	\$ 50.00	\$ 5,000.00	\$ 49.00	\$ 4,900.00
20	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	100	\$ 50.00	\$ 5,000.00	\$ 45.00	\$ 4,500.00
21	GRANULAR BEDDING - RCBC CULVERT	SY	1390	\$ 28.00	\$ 38,920.00	\$ 48.00	\$ 66,720.00
<b>STORM SEWERS</b>							
22	STORM SEWER, TRENCHED, CLASS III RCP, 24 IN DIA	LF	190	\$ 64.00	\$ 12,160.00	\$ 137.00	\$ 26,030.00
23	STORM SEWER, TRENCHED, CLASS IV RCP, 24 IN DIA	LF	141	\$ 72.00	\$ 10,152.00	\$ 143.00	\$ 20,163.00
24	STORM SEWER, TRENCHED, CLASS V RCP, 30 IN DIA	LF	202	\$ 138.00	\$ 27,876.00	\$ 184.00	\$ 37,168.00
25	STORM SEWER, TRENCHED, CLASS III RCP, 36 IN DIA	LF	265	\$ 128.00	\$ 33,920.00	\$ 189.00	\$ 50,085.00
26	STORM SEWER, 36 IN DIA, 40 DEG BEND	EA	1	\$ 2,248.00	\$ 2,248.00	\$ 3,520.00	\$ 3,520.00
<b>PIPE CULVERTS</b>							
27	PIPE CULVERT, TRENCHED, CMP, 138 IN DIA	LF	20	\$ 500.00	\$ 10,000.00	\$ 1,140.00	\$ 22,800.00
28	PIPE APRON, RCP, 24 IN DIA	EA	4	\$ 1,310.00	\$ 5,240.00	\$ 2,465.00	\$ 9,860.00
29	PIPE APRON, RCP, 30 IN DIA	EA	1	\$ 1,438.00	\$ 1,438.00	\$ 2,850.00	\$ 2,850.00
30	PIPE APRON, RCP, 36 IN DIA	EA	2	\$ 2,232.00	\$ 4,464.00	\$ 3,880.00	\$ 7,760.00
31	FOOTING FOR CONCRETE PIPE APRON, RCP, 24 IN DIA	EA	4	\$ 1,434.00	\$ 5,736.00	\$ 380.00	\$ 1,520.00
32	FOOTING FOR CONCRETE PIPE APRON, RCP, 30 IN DIA	EA	1	\$ 1,788.00	\$ 1,788.00	\$ 570.00	\$ 570.00
33	FOOTING FOR CONCRETE PIPE APRON, RCP, 36 IN DIA	EA	2	\$ 2,125.50	\$ 4,251.00	\$ 760.00	\$ 1,520.00
34	PIPE APRON GUARD	EA	7	\$ 1,350.00	\$ 9,450.00	\$ 1,180.00	\$ 8,260.00
<b>SUBDRAINS AND FOOTING DRAIN COLLECTORS</b>							
35	SUBDRAIN, CASE A, TYPE 1, 6 IN DIA	LF	1141	\$ 27.50	\$ 31,377.50	\$ 24.00	\$ 27,384.00
36	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN DIA	EA	2	\$ 550.00	\$ 1,100.00	\$ 736.00	\$ 1,472.00
37	SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 8 IN DIA, OUTLET TO STRUCTURE	EA	2	\$ 350.00	\$ 700.00	\$ 657.00	\$ 1,314.00
38	SUBDRAIN OUTLETS AND CONNECTIONS, BOX CULVERT PIPE AND FITTINGS	EA	3	\$ 350.00	\$ 1,050.00	\$ 657.00	\$ 1,971.00

Urbandale, IA

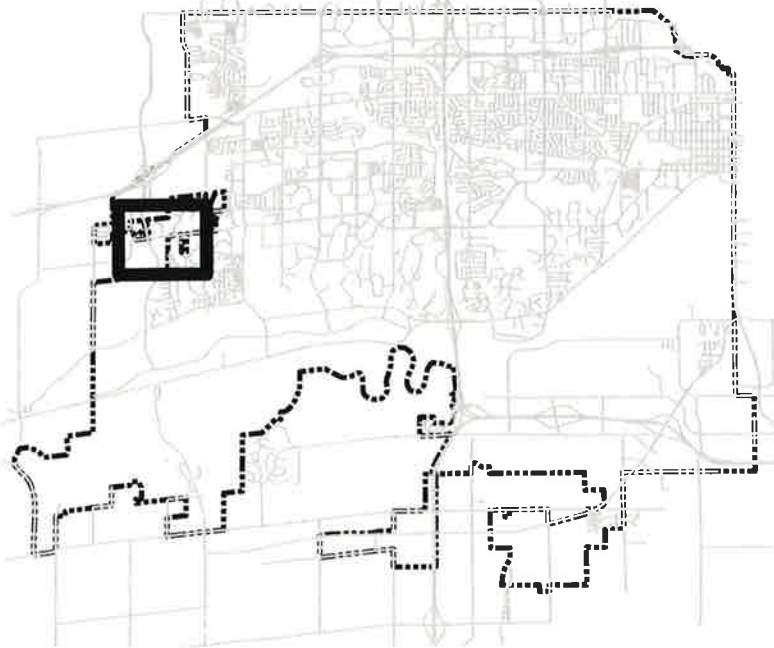
Name of Bidder				RW Excavating Solutions		Rognes Corp	
39	WATER MAIN, TRENCHED, PVC C900, 6 IN DIA	LF	126	\$ 144.38	\$ 18,191.88	\$ 154.00	\$ 19,404.00
40	WATER MAIN, TRENCHED, PVC C900, 6 IN DIA, RESTRAINED JOINT	LF	295	\$ 161.70	\$ 47,701.50	\$ 171.00	\$ 50,445.00
41	WATER MAIN, TRENCHED, PVC C900, 8 IN IDA	LF	65	\$ 173.25	\$ 11,261.25	\$ 163.00	\$ 10,595.00
42	WATER MAIN, TRENCHED, PVC C900, 16 IN DIA	LF	234	\$ 173.25	\$ 40,540.50	\$ 194.00	\$ 45,396.00
43	WATER MAIN, TRENCHED, PVC C900, 16 IN DIA, RESTRAINED JOINT	LF	130	\$ 288.75	\$ 37,537.50	\$ 256.00	\$ 33,280.00
44	WATER MAIN, TRENCHLESS, PVC C900, 6 IN DIA, RESTRAINED JOINT, DIRECTIONALLY DRILLED	LF	120	\$ 231.00	\$ 27,720.00	\$ 255.00	\$ 30,600.00
45	FITTING, MECHANICAL JOINT, 6 IN DIA	LB	1212	\$ 23.10	\$ 27,997.20	\$ 16.00	\$ 19,392.00
46	FITTING, MECHANICAL JOINT, 16 IN DIA	LB	2596	\$ 23.10	\$ 59,967.60	\$ 21.00	\$ 54,516.00
<b>VALVES, FIRE HYDRANTS, AND APPURTENANCES</b>							
47	TAPPING VALVE ASSEMBLY, 6 IN DIA	EA	1	\$ 6,930.00	\$ 6,930.00	\$ 8,580.00	\$ 8,580.00
48	FLUSHING DEVICE (BLOWOFF)	EA	1	\$ 1,732.50	\$ 1,732.50	\$ 1,885.00	\$ 1,885.00
49	VALVE BOX EXTENSION	EA	4	\$ 1,732.50	\$ 6,930.00	\$ 325.00	\$ 1,300.00
50	FIRE HYDRANT ADJUSTMENT	EA	2	\$ 3,465.00	\$ 6,930.00	\$ 4,555.00	\$ 9,110.00
51	VALVE REMOVAL	EA	2	\$ 1,155.00	\$ 2,310.00	\$ 225.00	\$ 450.00
<b>STRUCTURES FOR SANITARY AND STORM SEWERS</b>							
52	MANHOLE TYPE, SW-401, 60 IN DIA	EA	1	\$ 5,971.20	\$ 5,971.20	\$ 8,660.00	\$ 8,660.00
53	MANHOLE TYPE, SW-401, 72 IN DIA	EA	1	\$ 10,915.20	\$ 10,915.20	\$ 11,750.00	\$ 11,750.00
54	MANHOLE TYPE, SW-402, 72 IN x 72 IN	EA	1	\$ 15,849.60	\$ 15,849.60	\$ 14,730.00	\$ 14,730.00
55	MANHOLE TYPE, SW-404 MODIFIED, 60 IN x 60 IN	EA	1	\$ 19,200.00	\$ 19,200.00	\$ 15,000.00	\$ 15,000.00
56	INTAKE TYPE, SW-506	EA	2	\$ 15,540.80	\$ 31,081.60	\$ 11,980.00	\$ 23,960.00
57	INTAKE TYPE, SW-506 MODIFIED, 2 FT EXTENSION	EA	1	\$ 28,537.60	\$ 28,537.60	\$ 19,060.00	\$ 19,060.00
58	MANHOLE ADJUSTMENT, MAJOR	EA	3	\$ 11,787.50	\$ 35,362.50	\$ 11,350.00	\$ 34,050.00
<b>PORTLAND CEMENT CONCRETE PAVEMENT</b>							
59	PAVEMENT, PCC, 7 IN REINFORCED	SY	515	\$ 88.30	\$ 45,474.50	\$ 72.00	\$ 37,080.00
60	PAVEMENT, PCC, 10 IN REINFORCED, C-SUD MIX	SY	395	\$ 115.45	\$ 45,602.75	\$ 136.00	\$ 53,720.00
61	PAVEMENT, PCC, BRIDGE APPROACH PAVEMENT, BR-203	SY	883	\$ 239.18	\$ 211,195.94	\$ 239.00	\$ 211,037.00
62	LONGITUDINAL GROOVING IN CONCRETE	SY	1669	\$ 12.10	\$ 20,194.90	\$ 12.00	\$ 20,028.00
63	CONCRETE BARRIER, TAPERED END, BA-108	EA	4	\$ 4,000.00	\$ 16,000.00	\$ 3,365.00	\$ 13,460.00
<b>SIDEWALKS, SHARED USED PATHS, AND DRIVEWAYS</b>							
64	SHARED USE PATH, PCC, 6 IN REINFORCED	SY	253	\$ 85.70	\$ 21,682.10	\$ 76.00	\$ 19,228.00
65	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH, 6 IN DEPTH	SY	288	\$ 3.50	\$ 1,008.00	\$ 5.20	\$ 1,497.60
<b>PAVEMENT REHABILITATION</b>							
66	PAVEMENT REMOVAL	SY	514	\$ 20.00	\$ 10,280.00	\$ 26.00	\$ 13,364.00
<b>TRAFFIC SIGNALS</b>							
67	CONDUIT, SCHEDULE 80 PVC, 2 IN DIA	LF	150	\$ 18.00	\$ 2,700.00	\$ 18.00	\$ 2,700.00
68	CONDUIT, SCHEDULE 80 PVC, 3 IN DIA	LF	120	\$ 22.00	\$ 2,640.00	\$ 27.00	\$ 3,240.00
<b>PAVEMENT MARKINGS</b>							
69	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	149	\$ 148.50	\$ 22,126.50	\$ 65.00	\$ 9,685.00
<b>TEMPORARY TRAFFIC CONTROL</b>							
70	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 24,000.00	\$ 24,000.00	\$ 42,350.00	\$ 42,350.00
71	PROJECT SIGN	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 2,715.00	\$ 5,430.00
72	STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-205	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 500.00	\$ 1,000.00
73	STEEL BEAM GUARDRAIL	LF	75	\$ 40.00	\$ 3,000.00	\$ 65.00	\$ 4,875.00
74	REMOVAL OF STEEL BEAM GUARDRAIL	LF	50	\$ 20.00	\$ 1,000.00	\$ 10.00	\$ 500.00
75	CHANGEABLE MESSAGE SIGN	DAY	30	\$ 150.00	\$ 4,500.00	\$ 244.00	\$ 7,320.00
<b>SEEDING</b>							
76	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 4	AC	11.5	\$ 1,200.00	\$ 13,800.00	\$ 652.00	\$ 7,498.00
77	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, SUPER TURF II	AC	19	\$ 5,000.00	\$ 95,000.00	\$ 3,690.00	\$ 70,110.00
<b>EROSION AND SEDIMENT CONTROL</b>							
78	SWPPP PREPARATION	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,715.00	\$ 2,715.00
79	SWPPP MANAGEMENT	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 8,580.00	\$ 8,580.00
80	FILTER SOCK, 12 IN DIA	LF	2000	\$ 3.00	\$ 6,000.00	\$ 1.90	\$ 3,800.00
81	FILTER SOCK, REMOVAL	LF	2000	\$ 0.50	\$ 1,000.00	\$ 0.10	\$ 200.00
82	TEMPORARY RECP, TYPE 1D	SQ	1860	\$ 15.00	\$ 27,900.00	\$ 15.00	\$ 27,900.00
83	TEMPORARY RECP, TYPE 4	SQ	650	\$ 22.00	\$ 14,300.00	\$ 16.00	\$ 10,400.00
84	RIP RAP, CLASS D REVETMENT	TON	7700	\$ 60.00	\$ 462,000.00	\$ 72.00	\$ 554,400.00
85	SILT FENCE OR SILT FENCE DITCH CHECK	LF	12000	\$ 1.85	\$ 22,200.00	\$ 1.90	\$ 22,800.00

Name of Bidder				RW Excavating Solutions		Rognes Corp	
86	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	12000	\$ 0.25	\$ 3,000.00	\$ 0.50	\$ 6,000.00
87	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	12000	\$ 0.25	\$ 3,000.00	\$ 0.10	\$ 1,200.00
88	STABILIZED CONSTRUCTION ENTRANCE	TON	200	\$ 45.00	\$ 9,000.00	\$ 44.00	\$ 8,800.00
89	EROSION CONTROL MULCHING, HYDROMULCHING	AC	11.5	\$ 2,000.00	\$ 23,000.00	\$ 1,845.00	\$ 21,217.50
90	INLET PROTECTION DEVICE, DROP IN INTAKE PROTECTION	EA	4	\$ 269.50	\$ 1,078.00	\$ 136.00	\$ 544.00
91	INLET PROTECTION DEVICE, MAINTENANCE	EA	4	\$ 50.00	\$ 200.00	\$ 27.00	\$ 108.00
<b>CHAIN LINK FENCE</b>							
92	CHAIN LINK FENCE, COMMERCIAL, 6 FT BLACK COATED PVC, ON WALL	LF	184	\$ 156.20	\$ 28,740.80	\$ 113.00	\$ 20,792.00
93	VINYL FENCE, 6 FT, WHITE	LF	136	\$ 127.60	\$ 17,353.60	\$ 69.00	\$ 9,384.00
<b>SEGMENTAL BLOCK RETAINING WALLS</b>							
94	SEGMENTAL BLOCK RETAINING WALL	SF	730	\$ 40.48	\$ 29,550.40	\$ 46.00	\$ 33,580.00
95	GRANULAR BACKFILL MATERIAL	TON	200	\$ 35.00	\$ 7,000.00	\$ 81.00	\$ 16,200.00
<b>CONSTRUCTION SURVEY</b>							
96	CONSTRUCTION SURVEY	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 15,960.00	\$ 15,960.00
97	MONUMENT PRESERVATION AND REPLACEMENT	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,715.00	\$ 2,715.00
<b>CONCRETE WASHOUT</b>							
98	CONCRETE WASHOUT	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 8,145.00	\$ 8,145.00
<b>MISCELLANEOUS - MUSSEL SURVEY &amp; RELOCATION</b>							
99	MUSSEL SURVEY	LS	1	\$ 8,250.00	\$ 8,250.00	\$ 8,145.00	\$ 8,145.00
100	MUSSEL RELOCATION	DAY	8	\$ 4,830.00	\$ 38,640.00	\$ 5,075.00	\$ 40,600.00
<b>MISCELLANEOUS - BOX CULVERT</b>							
101	STRUCTURAL CONCRETE - RCBC CULVERT	CY	1390.6	\$ 650.00	\$ 903,890.00	\$ 591.00	\$ 821,844.60
102	REINFORCING STEEL	LBS	177824	\$ 1.50	\$ 266,736.00	\$ 1.50	\$ 266,736.00
<b>MISCELLANEOUS - BRIDGE</b>							
103	EXCAVATION, CLASS 20	CY	162	\$ 82.50	\$ 13,365.00	\$ 38.00	\$ 6,156.00
104	STRUCTURAL CONCRETE (BRIDGE)	CY	1006	\$ 962.50	\$ 968,275.00	\$ 863.00	\$ 868,178.00
105	REINFORCING STEEL	LB	42953	\$ 1.49	\$ 63,999.97	\$ 1.90	\$ 81,610.70
106	REINFORCING STEEL, EPOXY COATED	LB	182888	\$ 1.76	\$ 321,882.88	\$ 2.00	\$ 365,776.00
107	REINFORCING STEEL, STAINLESS STEEL	LB	4007	\$ 5.50	\$ 22,038.50	\$ 5.20	\$ 20,836.40
108	CONCRETE BARRIER RAILING	LF	161	\$ 275.00	\$ 44,275.00	\$ 256.00	\$ 41,216.00
109	CONCRETE BARRIER, REINFORCED, SEPARATION	LF	150.8	\$ 330.00	\$ 49,764.00	\$ 305.00	\$ 45,994.00
110	ALUMINUM PEDESTRIAN HAND RAIL	LF	174	\$ 357.50	\$ 62,205.00	\$ 331.00	\$ 57,594.00
111	ORNAMENTAL METAL RAILING	LF	160	\$ 1,100.00	\$ 176,000.00	\$ 331.00	\$ 52,960.00
112	CONCRETE DRILLED SHAFT, 48 IN. DIAMETER	LF	355.5	\$ 990.00	\$ 351,945.00	\$ 800.00	\$ 284,400.00
113	PILES, STEEL, HP 10 X 42	LF	1020	\$ 66.00	\$ 67,320.00	\$ 60.00	\$ 61,200.00
114	PREBORED HOLES	LF	240	\$ 99.00	\$ 23,760.00	\$ 81.00	\$ 19,440.00
115	BRIDGE WING ARMORING - EROSION STONE	SY	6.4	\$ 220.00	\$ 1,408.00	\$ 255.00	\$ 1,632.00
116	ENGINEERING FABRIC	SY	1134	\$ 3.00	\$ 3,402.00	\$ 6.70	\$ 7,597.80
117	REVTMENT, CLASS E	TON	1118	\$ 60.00	\$ 67,080.00	\$ 72.00	\$ 80,496.00
118	MOBILIZATION	LS	1	\$ 370,000.00	\$ 370,000.00	\$ 727,111.95	\$ 727,111.95
119	BRIDGE WING ARMORING - CONCRETE SLOPE PROTECTION	SY	6.4	\$ 550.00	\$ 3,520.00	\$ 977.00	\$ 6,252.80
<b>Total Bid</b>				<b>\$ 6,543,282.47</b>		<b>\$ 7,165,660.00</b>	





**VICINITY MAP**



**LEGEND**

PROJECT LOCATION 



PROJECT: **Mills Civic Parkway – Sugar Creek & Fox Creek Crossings**

LOCATION: **'Exhibit A'**

DRAWN BY: JPM

DATE: 3/18/2024

PROJECT NUMBER/NAME: 0510-071-2021

SHT. 1 of 1

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

**Meeting Date:** June 3, 2024

**ITEM:** Della Vita Plat 6, EP True Parkway and Venice Avenue – Approve Replat of Della Vita Plat 5 to modify lot lines to accommodate a revised 4 plex building footprint – Della Vita, LLC and Della Vita Townhome Association – FP-006389-2024

**RESOLUTION: Approve and Release Final Plat**

**Background:** The applicants and property owners, Della Vita, LLC and Della Vita Townhome Association, request approval of a Final Plat for the approximately 12.3-acre property generally located at EP True Parkway and Venice Avenue. The property has been previously platted as Della Vita Plat 5 and consists of 52 footprint lots and 1 outlot. The applicants now propose to modify the three 4-plex units on the west side of Venice Avenue. The building modifications result in changes to the sizes and location of 12 footprint lots and the common area outlot, thus requiring the replat of Della Vita Plat 5.

**Staff Review & Comment:**

- **Financial Impact:** There is no City funding of this project; however, there is staff time for processing of development application and inspections during construction.
- **History:** The associated Preliminary Plat was approved by the Planning and Zoning Commission on February 13, 2017, and the City Council on February 21, 2017. The City's typical practice has been that if at least one Final Plat for ground that was contained within the area included on the associated Preliminary Plat is approved and recorded, then the Preliminary Plat is vested. Della Vita Final Plat 1 was approved in November 2017 and Della Vita Final Plat 2 was approved in September 2020, thus vesting the Preliminary Plat. This Final Plat has been determined to be consistent with the associated Preliminary Plat and no additional lots than originally intended are being created due to the changes.
- **Parkland Dedication:** The parkland dedication requirements for the Della Vita development have been completed. The improvements included paving of a section of trail along EP True Parkway adjacent to this development, and recreational facility improvements to Whisper Point Park which is located approximately a quarter of a mile to the south.

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

**Recommendation:** Approve the Final Plat, subject to the applicant meeting all City Code requirements.



**Lead Staff Member: Brian Portz**

**Approval Meeting Dates:**

Plan and Zoning Commission	n/a
City Council	June 3, 2024

**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>AP</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	n/a			
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>	No Discussion <input type="checkbox"/>

**Location Map**

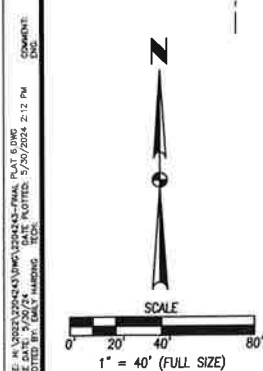




# DELLA VITA PLAT 6

FINAL PLAT

A REPLAT OF LOTS 1 THROUGH 52 AND OUTLOT 'Z', DELLA VITA PLAT 5



DATE	REVISIONS
04/12/24	
03/28/24	

4121 NW URBANDALE DRIVE  
URBANDALE, IA 50322  
PHONE: (515) 369-4400



WEST DES MOINES, IOWA

**DELLA VITA PLAT 6**  
**FINAL PLAT**

REVIEW: \_\_\_\_\_  
TECH: \_\_\_\_\_  
ENGINEER: \_\_\_\_\_

REVISOR PER CITY COMMENTS  
PREPARED



Prepared by: Brian Portz, City of West Des Moines Development Services Dept., PO Box 65320,  
West Des Moines, Iowa 50265-0320 515-222-3620  
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

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### **RESOLUTION #**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING AND RELEASING DELLA VITA PLAT 6 FINAL PLAT FOR THE PURPOSE OF REPLATTING DELLA VITA PLAT 5 TO MODIFY LOT LINES**

**WHEREAS**, pursuant to the provisions of Title 9, Zoning and Title 10, Subdivision Regulations of the West Des Moines Municipal Code, the property owners, Della Vita, LLC and Della Vita Townhome Association, request approval of a Final Plat for the approximately 12.3-acre property generally located at EP True Parkway and Venice Avenue and legally described in attached Exhibit 'B'. The property owners propose to replat Della Vita Plat 5 to modify property lines to accommodate a different 4-plex building design; 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 Final Plat complies with Iowa Code Chapters 354 and 414, the Comprehensive Plan, and City Code; and

**WHEREAS**, the West Des Moines Planning and Zoning Commission reviewed the associated Preliminary Plat and recommended approval on February 13, 2017; and

**WHEREAS**, this Final Plat has been reviewed and determined to be generally consistent with the associated Preliminary Plat that was approved by the City Council on February 21, 2017; and

**WHEREAS**, on this day the City Council held a duly noticed meeting to consider the Final Plat application; and

**WHEREAS**, there are no public improvements required of this plat; and

**WHEREAS**, there are no new public easements being established with this plat and necessary easements were previously established for Buffer, Overland Flowage, Public Utility Easement (PUE), Off-Site Public Utility Easement, Sanitary Sewer, Storm Sewer and Overland Flowage, Storm Sewer and Off-Site Storm Sewer and Overland Flowage; and

**WHEREAS**, addresses previously assigned with Della Vita Plat 5 remain; and

**WHEREAS**, property subject of this action is zoned Residential Medium Density (RM-12)

and meets all requirements of the City's Zoning Code.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:**

**SECTION 1:** Della Vita Plat 6 Final Plat (FP-006389-2024), is approved 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.

**SECTION 2:** This resolution does release the Final Plat for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said document for recordation.

**PASSED AND ADOPTED** on June 3, 2024.

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Russ Trimble, Mayor

ATTEST:

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Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on June 3, 2024, by the following vote.

**Exhibit A: Conditions of Approval**

1. None

**Exhibit B: Legal Description**

LOTS 1 THROUGH 52 AND OUTLOT 'Z', DELLA VITA PLAT 5, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND CONTAINING 12.37 ACRES (538,975 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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

**DATE: June 3, 2024**

**ITEM:** Resolution – Approval of Settlement Agreement between the City of West Des Moines and multiple entities owned by Richard Hurd

**FINANCIAL IMPACT:**

- Property transfers from Hurd to the City
- Property transfers from City to Hurd
- Waiver of \$250,000 for the SE corner of Mills/88th Street intersection
- Waiver of Sanitary Sewer Connection fees related to the Soteria Church

**SYNOPSIS:** Since early 2019, City Staff has been negotiating with Richard Hurd (hereinafter “Hurd”) regarding acquisition and/or donation of portions of his properties for various City-wide public improvement projects. In turn, Hurd expressed an interest in acquiring multiple City-owned parcels in various locations throughout the city.

While there have been some previous approvals by City Council to sell parcels to Hurd, the ongoing discussions led to an ultimate resolution by property swap which has been memorialized into a Settlement Agreement (“Agreement”). As part of the Agreement, Hurd agrees to convey multiple parcels and easements related to the following projects/locations:

- parcels comprising a portion of existing Veterans Parkway, SE Willow Creek Drive and SE Pine Avenue; and
- A parcel that now contains a pump house that was constructed by the West Des Moines Water Works; and
- Parcels and easements related to the construction of S. 85<sup>th</sup> Street; and
- Parcels and easements related to the construction of S. 88<sup>th</sup> Street and Mills Civic Parkway intersection; and
- Parcels and easements related to the future construction of Salix Drive.

As part of the Agreement, the City agrees to convey multiple excess City right-of-way parcels related to the following locations:

- Former Army Post Road right-of-way; and
- Excess right-of-way from the realignment of S. 88<sup>th</sup> Street and Mills Civic Pkwy; and
- Excess right-of-way related to the construction of SE 11<sup>th</sup> Street and Veterans Parkway.

At this same meeting, the City Council will consider the public hearings for the above-referenced conveyances. In addition to the conveyance of property, the City also agrees to waive the \$250,000 assessment related to the SE Corner of the 88<sup>th</sup> Street and Mills Civic Parkway roadway improvement project and to waive the

sanitary sewer connection fees related to the Soteria Church located at 3250 SE Soteria Avenue.

This Agreement will resolve all outstanding property matters with Hurd and is in the best interest of the City.

**RECOMMENDATION:** Approval of Settlement Agreement between the City of West Des Moines and multiple entities owned by Richard Hurd.

**Lead Staff Member:** Jessica Grove, Deputy City Attorney

**STAFF REVIEWS**

Department Director	Greta Truman, City Attorney
Appropriations/Finance	Tim Stiles, Finance Director <i>Q for TS</i>
Legal	Greta Truman, City Attorney
Agenda Acceptance	Ryan T. Jacobson, City Clerk <i>JH</i>

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

Published In	
Dates(s) Published	

**SUBCOMMITTEE REVIEW** (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation			



**RESOLUTION APPROVING SETTLEMENT AGREEMENT BETWEEN THE CITY OF WEST DES MOINES AND MULTIPLE ENTITIES OWNED BY RICHARD HURD**

**WHEREAS**, since early 2019, City Staff has been negotiating with Richard Hurd (hereinafter “Hurd”) regarding acquisition and/or donation of portions of his properties for various City-wide public improvement projects; and

**WHEREAS**, in turn, Hurd expressed an interest in acquiring multiple City-owned parcels in various locations throughout the city; and

**WHEREAS**, the parties have reached a proposed settlement agreement and seek to memorialize the terms of the agreement; and

**WHEREAS**, the proposed Settlement Agreement (“Agreement”) settles all outstanding property related matters with Hurd, including multiple conveyances from Hurd to the City; 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**, documents conveying property interests necessary to comply with the terms of the Agreement have been presented to the City for approval; and

**WHEREAS**, approval of the Settlement Agreement and acceptance of the above-described documents is in the best interest of the City of West Des Moines.

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

1. The attached Settlement Agreement between the City of West Des Moines, Hurd Real Estate Services, Inc., Hurd Land Company, LLC, Hurd Black, LLC, Hurd West Glen, LLC, Hurd Windsor, LLC, Hurd Willow Creek, LLC, and Hurd Mills Land, LLC, is approved.
2. The Mayor is authorized to sign the Settlement Agreement on behalf of the City and the City Clerk is directed to attest to the Mayor’s signature.
3. The City Clerk is directed to certify the Council’s approval and acceptance.
4. The City Attorney is authorized to take all steps necessary and consistent with the Settlement Agreement to acquire the property interests.
5. The documents shall be filed with the county recorder as appropriate.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of June 2024.

\_\_\_\_\_  
Russ Trimble, Mayor

ATTEST:

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

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made this 3<sup>rd</sup> day of June, 2024, by and between HURD REAL ESTATE SERVICES, INC., HURD LAND COMPANY, LLC, HURD BLACK, LLC, HURD WEST GLEN, LLC, HURD WINDSOR, LLC, HURD MILLS LAND, LLC, and HURD WILLOW CREEK, LLC (collectively "Hurd") and the CITY OF WEST DES MOINES, IOWA (the "City") together the "Parties." Hurd and the City acknowledge that the Parties have been involved in on-going discussions regarding the conveyance of certain real property owned by each Party to the other Party, but to date have not formalized their agreement. The Parties further acknowledge that they desire to settle all existing and potential issues between them on the terms and conditions stated in this Agreement.

### I. CONVEYANCE OF PROPERTY FROM HURD TO THE CITY.

1. Hurd shall convey to the City certain parcels that now comprise a portion of existing Veterans Parkway, SE Willow Creek Drive and SE Pine Avenue and a certain parcel that now contains a pump house that was constructed by the City of West Des Moines Water Works. Specifically, Hurd shall convey the following parcels to the City:

- a. Hurd Real Estate Services, Inc. shall convey to the City that certain parcel shown on Exhibit 05-A.
- b. Hurd Land Company, LLC shall convey to the City that certain parcel shown on Exhibit 02-A.

2. Hurd shall convey to the City certain parcels and Hurd shall grant the City certain easements related to the construction of S. 85<sup>th</sup> Street; specifically as follows:

- a. Hurd Mills Land, LLC shall convey to the City those certain parcels shown on Exhibits 02-F1 and 03-F1.
- b. Hurd Mills Land, LLC shall grant the City easements over those certain parcels shown on Exhibits 02-P1 and 03-P1.
- c. Hurd West Glen, LLC shall convey to the City that certain parcel shown on Exhibit 04-F1.
- d. Hurd West Glen, LLC shall grant the City easements over those certain parcels shown on Exhibits 04-P1.

3. Hurd shall convey to the City certain parcels and Hurd shall grant the City certain easements related to the construction of the S. 88<sup>th</sup> Street and Mills Civic Parkway intersection; specifically as follows:

- a. Hurd Mills Land, LLC shall convey to the City that certain parcel shown on Exhibit 17-F.
- b. Hurd Mills Land, LLC shall grant the City easements over that certain parcel shown on Exhibit 17-P.
- c. Hurd West Glen, LLC shall convey to the City that certain parcel shown on Exhibit 16-F.
- d. Hurd West Glen, LLC shall grant the City easements over that certain parcel shown on Exhibit PUE-16.

4. Hurd shall convey to the City certain parcels and Hurd shall grant the City certain easements related to the construction of Salix Drive; specifically as follows:

- a. Hurd Windsor, LLC shall convey to the City that certain parcel shown on Exhibit 03-F1 and 03-F2.
- b. Hurd Windsor, LLC shall grant the City easements over those certain parcels shown on Exhibit 03-P1.
- c. Hurd Windsor, LLC shall convey to the City that certain parcel shown on Exhibits 03-T1 and 03-T2.
- d. Hurd Willow Creek, LLC shall convey to the City that certain parcel shown on Exhibit 04-F1.
- e. Hurd Willow Creek, LLC shall grant the City easements over those certain parcels shown on Exhibit 04-P1.
- f. Hurd Willow Creek, LLC shall grant the City easements over those certain parcels shown on Exhibit 04-T1.
- g. Hurd West Glen, LLC shall grant the City easements over those certain parcels shown on Exhibit 02-T1 and 02-T2.

## II. CONVEYANCE OF PROPERTY FROM THE CITY TO HURD.

1. The City shall convey to Hurd a certain parcel located in the former Army Post Road right-of-way; specifically as follows:

- a. The City shall convey to Hurd Real Estate Services, Inc. that certain parcel shown on Exhibit 04-D.

2. The City shall convey to Hurd certain parcels related to the construction of the S. 88<sup>th</sup> Street and Mills Civic Parkway intersection; specifically as follows:

- a. The City shall convey to Hurd Black, LLC that certain parcel shown on Plat of Survey 19-34.
- b. The City shall convey to Hurd West Glen, LLC that certain parcel shown on Plat of Survey 19-35.

3. The City shall convey to Hurd certain parcels related to the construction of 11<sup>th</sup> Street and Veterans Parkway; specifically as follows:

- a. The City shall convey to Hurd Land Company, LLC those certain parcels shown on Exhibit A (Tract 3 and Tract 4 of Parcel E).
- b. The City shall convey to Hurd Real Estate Services, Inc. those certain parcels shown on Exhibit 02-D.
- c. The Parties acknowledge that the City has previously conveyed to Hurd certain other parcels related to the construction of 11<sup>th</sup> Street and Veterans Parkway.

### III. CLOSING.

1. The closing (the "Closing") shall take place the earlier of (i) thirty (30) days after the date of this Agreement or (ii) such other date as the Parties may mutually determine (the "Closing Date"). The closing shall take place at the office of Hogan Law Office or such other place as the Parties may mutually determine.

2. At the closing, Hurd shall:

- a. Deliver to the City duly recordable Deeds without Warranty, unless otherwise specifically identified herein, (in a form reasonably satisfactory to the City) conveying to the City marketable fee simple title to the parcels described in Article I above.
- b. Deliver to the City duly recordable Easements (in a form reasonably satisfactory to the City) granting to the City easements over the parcels described in Article I above.
- c. Deliver any other documents necessary to effectuate a closing of the transaction contemplated by this Agreement.

3. At the closing, the City shall:

- a. Deliver to Hurd duly recordable Deeds without Warranty, unless otherwise specifically identified herein, (in a form reasonably satisfactory to the City) conveying to Hurd marketable fee simple title to the parcels described in Article II above.
- b. Deliver any other documents necessary to effectuate a closing of the transaction contemplated by this Agreement.

4. The Parties agree that the grantor shall pay all mortgage payoffs, liens, judgments, special assessments, and transfer taxes related to the parcels conveyed by the grantor and that the grantee pay all other costs necessary to convey the parcel or grant the easement to the grantee, including (but not limited to) recording fees.

#### IV. MUTUAL RELEASE.

Upon completion of the Closing, each Party, its successors and assigns, members, managers, and/or officers, hereby generally release, acquit and forever discharge the other party, its successors and assigns, members, managers, and/or officers from any and all claims, known or unknown, matured or not yet matured, recognizable at law or in equity, founded upon statute or common law, that have been brought or could be brought arising out of: (i) any prior written agreement directly related to the parcels referenced within this Agreement between the Parties; or (ii) from any event or transaction on or directly related to the parcels contained within this Agreement occurring prior to the execution of this Agreement.

This mutual release is specific to the parcels referenced in this Agreement, and the parent parcels adjacent thereto, and has no relation to any other properties, contract or agreement. This mutual release in no way waives or discharges any costs, assessments, fees, duties, responsibilities, etc. which may be incurred as a result of development or changes to the parcels referenced in this Agreement, or the parent parcels adjacent thereto, occurring after the Closing.

Given the mutual benefit to both Parties of resolving the matters described herein:

1. The Parties hereby expressly agree that there shall be no payment made from either Party to the other Party related in any way to the specific conveyances or the easements referenced herein, specifically including:

- a. Waiver by the City of the \$250,000 assessment related to the 88<sup>th</sup> Street and Mills Civic Parkway Roadway Improvement Project; and

- b. Waiver by the City of the sanitary sewer connection fees related to the Soteria Church located at 3250 SE Soteria Avenue.

2. The Parties hereby expressly agree that, unless otherwise specifically stated herein, the conveyances made and the easements granted under this Agreement shall have their full legal effect, without waiver or release by this Agreement, in regard to all future matters.

3. The Parties hereby expressly agree that the City shall be solely responsible for the initial cost to extend SE Salix Drive from the intersection of SE Salix Drive and Veterans Parkway east to SE 1<sup>st</sup> Street pursuant to the Development Agreement ("Development Agreement") between the City and Allied Construction Services, Inc. approved by City Council on March 16, 2020. The terms of the Development Agreement and any amendments thereto shall control the responsibilities of the City and shall supersede any agreements made regarding the paving of SE Salix Drive.

## V. GENERAL.

This Agreement constitutes the entire agreement between the Parties relating to the matters set forth in this Agreement. This Agreement supersedes and replaces all prior negotiations, proposed agreements, understandings, representations and agreements, written or oral, relating only to the matters set forth in this Agreement. No party to this Agreement is relying on any statement or representation of any other party except those, if any, set forth herein. No part of this Agreement may be amended, varied, or supplemented in any respect, except by a writing duly executed by each of the Parties. This Agreement constitutes full, fair and final settlement of any and all claims relating only to the matters set forth in this Agreement. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the dates set forth above.

HURD REAL ESTATE SERVICES, INC., HURD LAND COMPANY, LLC, HURD BLACK, LLC, HURD WEST GLEN, LLC, HURD WINDSOR, LLC, HURD MILLS LAND, LLC, and HURD WILLOW CREEK, LLC, Iowa corporations and/or Iowa limited liability companies

By: 

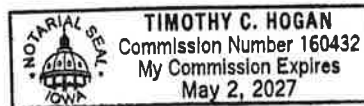
Richard W. Hurd, President and/or Manager

STATE OF IOWA     )  
                                  ) ss  
COUNTY OF POLK    )

This instrument was acknowledged before me on this 24 day of APRIL, 2024 by RICHARD W. HURD, President and/or Manager of HURD REAL ESTATE SERVICES, INC., HURD LAND COMPANY, LLC, HURD BLACK, LLC, HURD WEST GLEN, LLC, HURD WINDSOR, LLC, HURD MILLS LAND, LLC, and HURD WILLOW CREEK, LLC, Iowa corporations and/or Iowa limited liability companies.



Notary Public in and for said State





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

By: \_\_\_\_\_  
Russ Trimble, Mayor

ATTEST:

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

STATE OF IOWA     )  
                                  ) ss  
COUNTY OF POLK    )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **RUSS TRIMBLE and RYAN T. JACOBSON**, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF WEST DES MOINES**, an Iowa municipal corporation; that the record was signed on behalf of the corporation by authority of its City Council as contained in Resolution \_\_\_\_\_ approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 and that **RUSS TRIMBLE and RYAN T. JACOBSON** acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

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

**ITEM:** Independent Auditor’s Report, Financial Statements, and Supplementary and Other Information as of December 31, 2023

**DATE:** June 3, 2024

**FINANCIAL IMPACT:** None to the City of West Des Moines

**BACKGROUND:** The Board of Trustees of the West Des Moines Water Works received, approved, and filed the report on May 15, 2024, and authorized copies of it to be distributed to you and others who have requested copies of the document.

Highlights of the year ended December 31, 2023, are that total assets and deferred outflows of resources of the Water Works have increased to \$147 million, total liabilities and deferred inflows of resources have increased to \$27 million, and total net position has increased to \$120 million. The Water Works operated within its budget, in terms of total receipts and total disbursements during 2023.


The attached Audited Financial Statements give additional information regarding the current year’s operations. The Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters is reported on pages 47 and 48, while the Schedule of Findings is reported on pages 49, 50, and 51.

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

**RECOMMENDATION:** That the City Council receive and file the West Des Moines Water Works Independent Auditor’s Report, Financial Statements and Supplementary and Other Information as of December 31, 2023.

**Lead Staff Member:** Pat Mullenbach, Finance Manager and Treasurer, WDMWW

**STAFF REVIEWS**

Department Director	Christina Murphy, General Manager, WDMWW
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



Financial Statements

December 31, 2023 and 2022

# West Des Moines Water Works

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West Des Moines Water Works  
Officials  
Year Ended December 31, 2023

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<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Scott M. Brennan	Chairperson	December 31, 2027
Jody E. Smith	Trustee	December 31, 2028
Mary Thomsen	Trustee	December 31, 2023
Gretchen H. Tegeler	Vice Chairperson	December 31, 2024
Erin Sheriff	Trustee	December 31, 2026



## Independent Auditor's Report

To the Board of Trustees  
West Des Moines Water Works  
West Des Moines, Iowa

### Report on the Audit of the Financial Statements

#### *Opinion*

We have audited the financial statements of the West Des Moines Water Works (Water Works) as of and for the years ended December 31, 2023 and 2022, and the related notes to the financial statements, which collectively comprise the basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the Water Works, as of December 31, 2023 and 2022, and the respective changes in financial position, and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Water Works and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the West Des Moines Water Works' ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Water Works' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Water Works' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the other required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Water Works' basic financial statements. The supplementary information listed in the table of contents is presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### ***Other Information***

Management is responsible for the other information. The other information comprises the list of officials and schedule of water usage by month but does not include the basic financial statements and our auditor's report thereon. Our opinion on the basic financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated May 1, 2024, on our consideration of the Water Works' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Water Works' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Water Works' internal control over financial reporting and compliance.

The image shows a handwritten signature in cursive script that reads "Eide Sully LLP".

Dubuque, Iowa  
May 1, 2024

West Des Moines Water Works (Water Works) provides this management's discussion and analysis (MD&A) of its financial statements. This narrative overview and analysis of the financial activities is for the years ended December 31, 2023 and 2022. Please consider this information in conjunction with the financial statements and the accompanying notes to the basic financial statements that follow this section.

## **OVERVIEW OF BUSINESS**

The West Des Moines Water Works service area is the corporate limits of West Des Moines. The service area has expanded significantly since its governing Board of Trustees was established by election in 1950. The Water Works also provides billing and collection services on a contractual basis to the City of West Des Moines for sanitary sewer usage, storm water management, and solid waste collection.

As the Water Works' service area has expanded, so too has the need for water storage facilities, booster stations and additional treatment capacity to meet peak demand requirements. The most economical approach for the Water Works has involved requiring land developers to install the water mains according to Water Works specifications after which the Water Works accepts ownership of the water facilities. Connection fee districts have also been established; developers and other new users are charged a per acre fee to cover core water mains, water towers, pumping stations and other required appurtenances for supplying water to customers. The water sources for the Water Works are four wells drilled into the Jordan Aquifer and seventeen wells that draw water from the Raccoon River Alluvial Aquifer. In addition, 38% of West Des Moines water is purchased from the Des Moines Water Works.

Governance of the Water Works is vested in a five-member Board appointed by the Mayor of West Des Moines with approval of the City Council. Trustees serve for six-year staggered terms. The Board has complete control of the Water Works' management and employs 40 full-time employees.

## **FINANCIAL HIGHLIGHTS**

West Des Moines Water Works' net position increased as a result of operations. On December 31, 2023, total assets and deferred outflows of resources were \$147,389,921 and total liabilities and deferred inflows of resources were \$27,236,049, resulting in net position of \$120,153,872.

Operating revenues increased 1.7% to \$20,056,795 and operating expenses increased 12.5% to \$15,910,525.

During the year, the Water Works had an operating income of \$4,146,270 and an increase in net position of \$10,727,715.

## USING THIS ANNUAL REPORT

The annual report consists of a series of financial statements and other information as follows:

MD&A serves as an introduction to the financial statements and represents management's examination and analysis of West Des Moines Water Works' financial condition and performance. The financial statements report information about the utility using full accrual accounting methods as utilized by similar entities in the private sector.

The statements of net position provide information about the Water Works' assets, deferred outflows, liabilities, deferred inflows and net position, thereby measuring the utility's liquidity and solvency. Liquidity is a measure of the Water Works' ability to meet current obligation (those due within one year). Solvency is a similar concept but measures the ongoing ability to meet obligations over a longer term.

The statement of revenues, expenses, and changes in net position presents the results of the Water Works' revenues and expenses over the course of the year and provides information about the Water Works' recovery of costs. Water rates and other charges are established by the Board of Trustees and are based on Water Works' cost of service.

The statement of cash flows presents cash receipts, cash disbursements, and net changes in cash resulting from operations, capital and related financing activities, and investing activities. This statement details where cash resources come from and how they are used.

The notes to the financial statements provide required disclosures and other information that are essential to a full understanding of data provided in the statements. The notes supplement the basic financial statements by presenting information about the Water Works' accounting policies, significant account balances and activities, material risks, obligations, and commitments.

In addition to the basic financial statements and accompanying notes, this report also provides certain *required supplementary information* concerning the West Des Moines Water Works, including the Schedule of Water Works' Proportionate Share of the Net Pension Liability and the Schedule of Water Works' Contributions to the Iowa Public Employees' Retirement System and the Schedule of Changes in the Water Work's Total Other Postemployment Benefits (OPEB) Liability and Related Ratios.

West Des Moines Water Works  
Management's Discussion and Analysis  
Years Ended December 31, 2023 and 2022

Summary of Statements of Net Position at Year End

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Current Unrestricted Assets	\$ 26,805,778	\$ 24,087,469	\$ 19,658,944
Current Restricted Assets	6,327,688	5,692,086	5,387,186
Noncurrent Assets	413,681	511,876	865,587
Capital Assets, Net	113,226,460	103,758,680	90,022,806
Deferred Outflows of Resources	<u>616,314</u>	<u>341,448</u>	<u>315,743</u>
 Total assets and deferred outflows of resources	 <u>\$ 147,389,921</u>	 <u>\$ 134,391,559</u>	 <u>\$ 116,250,266</u>
Current Liabilities	\$ 8,431,951	\$ 7,489,770	\$ 6,938,456
Noncurrent Liabilities	18,167,031	16,556,666	11,105,074
Deferred Inflows of Resources	<u>637,067</u>	<u>918,966</u>	<u>2,927,675</u>
 Total liabilities and deferred inflows of resources	 <u>27,236,049</u>	 <u>24,965,402</u>	 <u>20,971,205</u>
Net Investment in Capital Assets	96,810,479	88,229,883	79,282,850
Restricted	75,361	74,569	73,271
Unrestricted	<u>23,268,032</u>	<u>21,121,705</u>	<u>15,922,940</u>
 Total net position	 <u>120,153,872</u>	 <u>109,426,157</u>	 <u>95,279,061</u>
 Total liabilities, deferred inflows of resources, and net position	 <u>\$ 147,389,921</u>	 <u>\$ 134,391,559</u>	 <u>\$ 116,250,266</u>

West Des Moines Water Works  
Management's Discussion and Analysis  
Years Ended December 31, 2023 and 2022

Summary of Revenues, Expenses and Changes in Net position for the Years Ended December 31,

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Water Sales	\$ 16,680,144	\$ 15,566,847	\$ 15,563,954
Connection Fees	1,119,354	1,892,460	2,370,398
Other Sales and Services	<u>2,257,297</u>	<u>2,256,996</u>	<u>2,368,192</u>
Total operating revenue	<u>20,056,795</u>	<u>19,716,303</u>	<u>20,302,544</u>
Wages	3,629,726	3,410,044	3,225,007
Benefits	1,116,838	913,888	571,278
Purchased Water	3,482,556	2,899,539	2,685,236
Chemicals and Power	1,615,220	1,325,351	1,149,089
Insurance	116,494	97,604	97,929
Maintenance and Supplies	839,145	849,157	833,795
Depreciation	4,035,234	3,783,265	3,485,220
Other	<u>1,075,312</u>	<u>861,108</u>	<u>826,388</u>
Total operating expense	<u>15,910,525</u>	<u>14,139,956</u>	<u>12,873,942</u>
Operating income	<u>4,146,270</u>	<u>5,576,347</u>	<u>7,428,602</u>
Interest Income	938,502	256,409	60,040
Rental Income	187,303	204,943	213,598
Federal Grants	-	-	177,801
Interest Expense	(39,937)	(47,771)	(121,056)
Gain on Refinancing	-	-	120,933
Gain on Disposal of Capital Asset	<u>15,641</u>	<u>7,100</u>	<u>13,500</u>
Total non-operating revenues (expenses)	<u>1,101,509</u>	<u>420,681</u>	<u>464,816</u>
Income before capital contributions	5,247,779	5,997,028	7,893,418
Capital Contributions	<u>5,479,936</u>	<u>8,150,068</u>	<u>596,220</u>
Change in net position	<u>10,727,715</u>	<u>14,147,096</u>	<u>8,489,638</u>
Net Position, Beginning of Year	<u>109,426,157</u>	<u>95,279,061</u>	<u>86,789,423</u>
Net Position, End of Year	<u><u>\$ 120,153,872</u></u>	<u><u>\$ 109,426,157</u></u>	<u><u>\$ 95,279,061</u></u>

## **FINANCIAL ANALYSIS**

Total current assets increased 11.3% primarily due to an increase in cash and investments.

Total current liabilities increased 12.6% primarily due to an increase in accounts payable and accounts payable miscellaneous contracts and payables to the City of West Des Moines.

Long-term liabilities increased 9.7% primarily due to an increase in unearned revenue and accounts payable for miscellaneous contracts.

Total operating revenue increased 1.7% due to an increase in sales of water.

Benefits increased 22.2% due to the increase in health insurance costs and GASB 68 Pension Expense.

Purchased water increased 20.1% primarily due to a 10% rate increase and an increase in gallons purchased.

Chemical expenses increased 40% due to an overall increase in chemical costs in 2023.

Total operating income decreased 25.6% under 2022.

## **CAPITAL ASSETS**

During 2023, net capital assets increased 9.1%. Projects included water main construction, Aerator Painting, South Area Elevated Water Storage Tower, Ashworth Road Project, Stillwater Tower & 39 St Reservoir Painting, Concrete Replacement, GPS Surveying equipment, Dewatering Air Compressors, Pump Replacement, and Microsoft Ginger project. See note 3 to the financial statements for more information about the Water Works' capital assets.

## **DEBT ADMINISTRATION**

Water Works had a State Revolving Fund loan for construction fees totaling \$2,305,000 on December 31, 2023; compared with \$2,447,000 on December 31, 2022. This loan is for a new deep well near the Water Works Plant. Additional information about the Water Works' long-term debt is presented in note 4 to the financial statements.



Outstanding Debt at Year-End

	2023	2022	2021
Capital Loan Notes	\$ 2,305,000	\$ 2,447,000	\$ 2,586,000
Lease Liability	35,826	5,099	-
Total	\$ 2,340,826	\$ 2,452,099	\$ 2,586,000

**ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES**

The Board of Trustees approved an operating budget with a 11.7% expense increase for 2024. Water rates were increased by 3.0% for commodity water usage and 7% for irrigation water usage as of January 1, 2024. Water rates are designed to cover the cost of water service to customers.

**REQUESTS FOR INFORMATION**

This financial report is designed to provide a general overview of West Des Moines Water Works' finances. If you have any questions or require additional information, please contact the General Manager at 1505 Railroad Avenue, West Des Moines, IA 50265-2049.



Financial Statements

December 31, 2023 and 2022

# West Des Moines Water Works

# West Des Moines Water Works

Statements of Net Position  
December 31, 2023 and 2022

	2023	2022
<b>Assets and Deferred Outflows of Resources</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 2,821,754	\$ 5,450,829
Investments	17,605,111	15,510,667
Accounts receivable	5,671,955	2,571,678
Lease receivable	192,084	178,745
Inventories	220,434	167,419
Unexpired insurance and prepaid expenses	133,177	104,154
Accrued interest receivable	161,263	103,977
	26,805,778	24,087,469
<b>Restricted Assets - Current</b>		
Cash and cash equivalents	4,658,647	4,134,283
Accounts receivable for City of West Des Moines	1,651,771	1,539,973
Accounts receivable - customer deposits	17,270	17,830
	6,327,688	5,692,086
Total current assets	33,133,466	29,779,555
<b>Noncurrent Assets</b>		
Lease receivable	413,681	511,876
<b>Capital Assets</b>		
Land	914,866	914,866
Building and structures	41,747,755	32,981,577
Machinery and equipment	11,225,623	10,772,557
Leased equipment	34,803	4,934
Mains and hydrants - constructed by Water Works	47,886,268	46,342,661
Mains and hydrants - constructed by developers	32,055,960	29,055,446
Wells	8,133,646	8,133,646
Meters	7,222,528	7,128,109
Treatment plant capacity- Des Moines Water Works	10,619,125	10,619,125
Construction in progress	18,392,447	19,147,614
	178,233,021	165,100,535
Less accumulated depreciation	(65,006,561)	(61,341,855)
Net capital assets	113,226,460	103,758,680
<b>Total Assets</b>	146,773,607	134,050,111
<b>Deferred Outflows of Resources</b>		
Pension related deferred outflows	616,314	341,448
Total assets and deferred outflows of resources	\$ 147,389,921	\$ 134,391,559

## West Des Moines Water Works

Statements of Net Position  
December 31, 2023 and 2022

	2023	2022
<b>Current Liabilities</b>		
Accounts payable	\$ 1,285,403	\$ 965,431
Accounts payable - miscellaneous contracts	589,875	-
Accounts payable - construction retainage	217,916	450,030
Accrued payroll	65,137	63,293
Accrued vacation	276,261	269,796
Accrued sick leave	146,924	184,454
Accrued sales tax and water excise tax	87,227	90,548
Accrued interest payable	1,066	3,569
Capital loan notes	144,000	142,000
Lease liability	6,244	1,180
	<u>2,820,053</u>	<u>2,170,301</u>
Payable from restricted assets		
Customer deposits outstanding	611,333	688,803
Payable to City of West Des Moines	5,000,565	4,630,666
	<u>5,611,898</u>	<u>5,319,469</u>
Total current liabilities	<u>8,431,951</u>	<u>7,489,770</u>
<b>Noncurrent Liabilities</b>		
Unearned revenue	2,011,144	1,335,457
Accounts payable - miscellaneous contracts	589,875	-
Deposit - shared water tower	296,066	270,661
Osmium and Ginger payable	10,818,208	10,774,681
Capital loan notes	2,161,000	2,305,000
Accrued sick leave	132,882	66,711
Other post employment benefits	282,188	272,804
Lease liability	29,582	3,919
Net pension liability	1,846,086	1,527,433
	<u>18,167,031</u>	<u>16,556,666</u>
Total noncurrent liabilities	<u>18,167,031</u>	<u>16,556,666</u>
<b>Total Liabilities</b>	<u>26,598,982</u>	<u>24,046,436</u>
<b>Deferred Inflows of Resources</b>		
Pension related deferred inflows	31,301	228,345
Lease related deferred inflows	605,766	690,621
	<u>637,067</u>	<u>918,966</u>
Total deferred inflows	<u>637,067</u>	<u>918,966</u>
Total liabilities and deferred inflows of resources	<u>27,236,049</u>	<u>24,965,402</u>
<b>Net Position</b>		
Net investment in capital assets	96,810,479	88,229,883
Restricted for debt service	75,361	74,569
Unrestricted	23,268,032	21,121,705
	<u>120,153,872</u>	<u>109,426,157</u>
Total net position	<u>120,153,872</u>	<u>109,426,157</u>
Total liabilities, deferred inflows and net position	<u>\$ 147,389,921</u>	<u>\$ 134,391,559</u>

See Notes to Financial Statements

West Des Moines Water Works  
 Statements of Revenues, Expenses and Changes in Net Position  
 Years Ended December 31, 2023 and 2022

	2023	2022
<b>Operating Revenues</b>		
Sale of water	\$ 16,680,144	\$ 15,566,847
Basic service charge	1,689,843	1,578,233
Connection fees	1,119,354	1,892,460
Labor charges and construction observation fees	71,802	128,724
Sanitary sewer service collection fees	60,267	59,586
Solid waste service collection fees	53,215	52,731
Stormwater service collection fees	82,709	81,616
Late and non-payment charges	105,269	96,797
Sale of materials	76,227	176,517
Shared water tower revenue	40,468	40,468
Miscellaneous	77,497	42,324
	<b>20,056,795</b>	<b>19,716,303</b>
<b>Operating Expenses</b>		
Salaries	3,629,726	3,410,044
Retirement and employee benefits	1,116,838	913,888
Utilities	697,719	670,134
Chemicals	917,501	655,217
Purchased water	3,482,556	2,899,539
Maintenance	706,379	606,364
Lime residuals removal	184,223	171,019
Operation permit and water quality testing fees	22,980	20,066
Professional and consulting fees	281,206	140,681
Insurance	116,494	97,604
Supplies	132,766	242,793
Postage	119,085	112,002
Printing	33,550	13,284
Legal publications, memberships	52,467	42,668
Data processing	152,767	132,790
Bad debts	8,471	7,589
Lock box charges	53,286	54,553
Communications	19,224	21,917
Depreciation	4,035,234	3,783,265
Economic development expense	53,845	52,531
Miscellaneous	94,208	92,008
	<b>15,910,525</b>	<b>14,139,956</b>
Total operating expenses	<b>15,910,525</b>	<b>14,139,956</b>
Operating income	<b>4,146,270</b>	<b>5,576,347</b>

West Des Moines Water Works  
 Statements of Revenues, Expenses and Changes in Net Position  
 Years Ended December 31, 2023 and 2022

	2023	2022
Non-operating Revenues (Expenses)		
Interest revenue	\$ 938,502	\$ 256,409
Rental	187,303	204,943
Gain on disposal of capital asset	15,641	7,100
Interest expense	(39,937)	(47,771)
Total nonoperating revenue	1,101,509	420,681
Income before capital contributions	5,247,779	5,997,028
Capital Contributions	5,479,936	8,150,068
Change in Net Position	10,727,715	14,147,096
Net Position at Beginning of Year	109,426,157	95,279,061
Net Position at End of Year	\$ 120,153,872	\$ 109,426,157

West Des Moines Water Works  
Statements of Cash Flows  
Years Ended December 31, 2023 and 2022

	2023	2022
Cash Flows from Operating Activities		
Cash received from customers	\$ 19,435,940	\$ 19,516,376
Cash payments for goods and services	(6,867,212)	(5,896,223)
Cash payments to employees	(4,853,487)	(4,580,690)
Utility receipts on behalf of City of West Des Moines	19,909,074	18,815,755
Utility payments to City of West Des Moines	(19,342,143)	(18,766,923)
Net cash provided by operating activities	8,282,172	9,088,295
Cash Flows from Capital and Related Financing Activities		
Acquisition and construction of capital assets	(11,656,517)	(11,476,887)
Capital contributions	2,479,422	5,587,500
Proceeds from sale of assets	15,641	7,100
Deposits-shared water tower	(15,064)	(34,502)
Principal paid on government loan	(142,000)	(139,000)
Interest paid	(42,440)	(44,202)
Net cash used by capital and financing activities	(9,360,958)	(6,099,991)
Cash Flows from Investing Activities		
Interest received	881,216	173,425
Certificate of deposits redeemed	15,614,517	16,534,633
Rental income	187,303	204,943
Certificate of deposits purchased	(17,708,961)	(21,782,714)
Net cash used for investing activities	(1,025,925)	(4,869,713)
Net decrease in Cash and Cash Equivalents	(2,104,711)	(1,881,409)
Cash and Cash Equivalents Beginning of Year	9,585,112	11,466,521
Cash and Cash Equivalents End of Year	\$ 7,480,401	\$ 9,585,112
Cash and Cash Equivalents		
Unrestricted	\$ 2,821,754	\$ 5,450,829
Restricted	4,658,647	4,134,283
Total cash and cash equivalents	\$ 7,480,401	\$ 9,585,112



West Des Moines Water Works  
Statements of Cash Flows  
Years Ended December 31, 2023 and 2022

	2023	2022
Reconciliation of Operating Income to Net Cash Provided by Operating Activities		
Operating income	\$ 4,146,270	\$ 5,576,347
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	4,035,234	3,783,265
Change in assets		
Accounts receivable	(165,937)	(166,728)
Inventory	(53,015)	(4,932)
Unexpired insurance and prepaid expenses	(29,023)	(31,149)
Change in liabilities		
Customer deposits	(77,470)	(29,894)
Accounts payable	536,357	205,967
Accrued payroll	1,844	14,910
Accrued vacation	6,465	7,428
Accrued sick leave	28,641	70,985
State income tax withheld	-	(16,486)
IPERS contributions withheld	-	(58,314)
Other post employment benefits	9,384	44,208
Net pension liability and related deferred outflows and deferred inflows of resources	(153,257)	(319,489)
Accrued sales tax and water excise tax	(3,321)	12,177
Total adjustments	4,135,902	3,511,948
Net Cash Provided by Operating Activities	\$ 8,282,172	\$ 9,088,295
Schedule of Noncash Capital and Related Financing		
Contributions of water mains from contractors for construction and other contributions	\$ 3,000,514	\$ 1,595,572
Construction in progress directly financed with accounts payable and retainage payables	\$ 12,215,874	\$ 11,188,498

## **Note 1 - Summary of Significant Accounting Policies**

### **Reporting Entity**

The West Des Moines Water Works was established by the City of West Des Moines, Iowa, to supply water to the City and its inhabitants. Since November 7, 1950, the Water Works has been under the management and control of a Board of Trustees and the accounts of the Water Works are maintained separately from those of the City of West Des Moines, Iowa. The Code of Iowa, Chapter 388, states that the Board of Trustees has the oversight responsibility for the management and control of the Water Works.

Water Works is exempt from federal income tax pursuant to Internal Revenue Code Section 115 which provides for exemption of divisions of state and local governments.

### **Basis of Accounting**

The financial statements are reported using the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

Operating revenues include revenues resulting from the sale of water and related services. Operating expenses include expenses for water treatment, distribution, depreciation, customer accounts, customer service and informational, sales, administrative and general. Nonoperating revenues and expenses include those derived from capital and related financing activities, noncapital financing activities, and investing activities. Revenues from the sale of water are based on billing rates, which are applied to customer's consumption of water.

The financial statements of the Water Works are prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Government Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards, which, along with subsequent GASB pronouncements (Standards and Interpretations), constitutes GAAP for governmental units.

### **Cash**

For purposes of the statement of cash flows, all short-term cash investments that are highly liquid with maturities of three months or less are considered to be cash equivalents.

### **Investments**

The cash balances of the Water Works are pooled and invested. Investments are stated at fair value, except for the investment in the Iowa Public Agency Investment Trust and non-negotiable certificates of deposit which are valued at amortized cost.

### **Accounts Receivable**

Accounts receivable and revenues are recorded at the time that service is billed. Unbilled usage for service consumed between periodic scheduled billing dates is estimated and is recognized as revenue in the period in which the service is provided.

### **Inventories**

Inventories of materials and supplies are valued at the lower of cost (average cost) or market.

### **Capital Assets**

Capital assets, which include property, equipment and vehicles, infrastructure, leased assets, and intangibles, are recorded at historical cost. Donated capital assets are recorded at acquisition value. Acquisition value is the price that would have been paid to acquire a capital asset with equivalent service potential. The costs of normal maintenance and repair that do not add to the value of the asset or materially extend asset lives are not capitalized. Capital assets are defined by the Water Works as assets with an initial, individual cost in excess of \$500 and estimated useful lives in excess of two years. Capital assets of the Water Works are depreciated/amortized using the straight-line method over estimated useful lives of five to fifty years.

### **Budget**

In accordance with the Code of Iowa, the Water Works adopted a budget based upon anticipated expenditures by line item for operations. The budget was prepared on an accrual basis which is consistent with generally accepted accounting principles.

### **Sanitary Sewer, Solid Waste, and Stormwater Management Service**

The West Des Moines Water Works bills and collects sanitary sewer service charges, solid waste charges, and stormwater management fees in accordance with the City ordinances for the City of West Des Moines, Iowa.

Remittances are due to the City within seventy-five days after the end of each billing period. The West Des Moines Water Works is reimbursed for a portion of the expense of billing and collecting the sanitary sewer service, solid waste charges, and stormwater management fees at rates agreed upon by the City of West Des Moines and West Des Moines Water Works.

### **Net Position**

Net position represents the difference between assets, deferred outflows of resources, liabilities and deferred inflows of resources in the financial statements. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balance of any long-term debt used for acquisition, construction, or improvement of those assets. Net position is reported as restricted when there are limitations imposed on its use through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

The Water Works' policy is to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

### **Other Postemployment Benefits (OPEB)**

For purposes of measuring the total OPEB liability and OPEB expense, information has been determined based on the Water Work's actuary report. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms.

### **Deferred Outflows of Resources**

Deferred outflows of resources represent a consumption of net assets that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until then. Deferred outflows of resources consist of unrecognized items not yet charged to pension expense and contributions from the employer after the measurement date but before the end of the employer's reporting period.

### **Pensions**

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position, of the Iowa Public Employees' Retirement System (IPERS) and additions to/deductions from IPERS' fiduciary net position have been determined on the same basis as they are reported by IPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

### **Deferred Inflows of Resources**

Deferred inflows of resources represent an acquisition of net assets that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time. Deferred inflows of resources in the Statement of Net Position consist of unrecognized items not yet credited to pension expense and lease related deferred inflows.

### **Accounting Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Leases**

A lessor should recognize a lease receivable and a deferred inflow of resources at the commencement of the lease term, with certain exceptions for leases of assets held as investments, certain regulated leases, short-term leases, and leases that transfer ownership of the underlying asset. A lessor should not derecognize the asset underlying the lease. The lease receivable should be measured at the present value of lease payments expected to be received during the lease term. The deferred inflow of resources should be measured at the value of the lease receivable plus any payments received at or before the commencement of the lease term that relate to future periods.

**Note 2 - Cash, Cash Equivalents and Investments**

The West Des Moines Water Works' deposits in financial institutions as of December 31, 2023 and 2022, and through the years are covered by federal depository insurance or the State Sinking Fund in accordance with Chapter 12C, Code of Iowa. This Chapter provides additional assessments against the depositories to ensure that there is no loss of public funds.

The West Des Moines Water Works' cash, cash equivalents and investments are as follows:

	2023	2022
Cash Deposits	\$ 7,464,215	\$ 9,580,685
Petty Cash	16,186	4,427
Iowa Public Agency Investment Trust	321,680	3,520
Certificates of Deposit	17,283,431	15,507,147
<b>Total Cash and Investments</b>	<b>\$ 25,085,512</b>	<b>\$ 25,095,779</b>
<b>Cash and Investments on Financial Statements</b>		
Current cash	\$ 2,821,754	\$ 5,450,829
Current investments	17,605,111	15,510,667
Current restricted cash	4,658,647	4,134,283
<b>Total Cash and Investments on Financial Statements</b>	<b>\$ 25,085,512</b>	<b>\$ 25,095,779</b>

At December 31, 2023 and 2022, the Water Works had investments in the Iowa Public Agency Investment Trust (IPAIT) which are valued at an amortized cost, respectively, pursuant to rule 2a-7 under the Investment Company Act of 1940. There were no limitations or restrictions on withdrawals for the IPAIT investments. The Water Work's investment in IPAIT is unrated.

The Iowa Public Agency Investment Trust is a common law trust established under Iowa Code law and is administered by an appointed investment management company. The fair value of the position in the trust is the same as the value of the shares.

The West Des Moines Water Works had no investments meeting the disclosure requirement of Government Accounting Standards Board Statement No. 72.

**Interest Rate Risk**

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of investments. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. In accordance with the West Des Moines Water Works' investment policy, the Water Works minimizes the market value risk of investments in the portfolio by structuring its investment portfolio so that securities mature to meet cash requirement for operations, thereby avoiding the need to sell securities in the open market prior to maturity.

### Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The Water Works investment in IPAIT is unrated.

### Note 3 - Capital Assets

Capital assets activity for the year ended December 31, 2023 was as follows:

	Balance January 1, 2023	Increases	Decreases	Balance December 31, 2023
<b>Capital Assets Not Being Depreciated</b>				
Land	\$ 914,866	\$ -	\$ -	\$ 914,866
Construction in progress	19,147,614	9,094,110	(9,849,277)	18,392,447
Total capital assets not being depreciated	<u>20,062,480</u>	<u>9,094,110</u>	<u>(9,849,277)</u>	<u>19,307,313</u>
<b>Capital Assets Being Depreciated</b>				
Buildings and structures	32,981,577	8,766,178	-	41,747,755
Machinery and equipment	10,772,557	578,213	(125,147)	11,225,623
Mains and hydrants	46,342,661	1,543,607	-	47,886,268
Mains and hydrants - developers	29,055,446	3,000,514	-	32,055,960
Wells	8,133,646	-	-	8,133,646
Meters in service	7,128,109	417,665	(323,246)	7,222,528
DMWW plant capacity	10,619,125	-	-	10,619,125
Leases	4,934	29,869	-	34,803
Total capital assets being depreciated	<u>145,038,055</u>	<u>14,336,046</u>	<u>(448,393)</u>	<u>158,925,708</u>
<b>Less Accumulated Depreciation for</b>				
Buildings and structures	13,563,526	813,776	-	14,377,302
Machinery and equipment	8,161,131	503,679	(47,281)	8,617,529
Mains and hydrants	13,811,523	1,131,217	-	14,942,740
Mains and hydrants - developers	12,868,827	607,981	-	13,476,808
Wells	3,998,764	227,537	-	4,226,301
Meters in service	3,079,854	477,410	(323,246)	3,234,018
DMWW plant capacity	5,857,008	265,478	-	6,122,486
Leases	1,222	8,155	-	9,377
Total accumulated depreciation	<u>61,341,855</u>	<u>4,035,233</u>	<u>(370,527)</u>	<u>65,006,561</u>
Total capital assets being depreciated, net	<u>83,696,200</u>	<u>10,300,813</u>	<u>(77,866)</u>	<u>93,919,147</u>
Net capital assets	<u>\$ 103,758,680</u>	<u>\$ 19,394,923</u>	<u>\$ (9,927,143)</u>	<u>\$ 113,226,460</u>

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Capital assets activity for the year ended December 31, 2022 was as follows:

	Balance January 1, 2022	Increases	Decreases	Balance December 31, 2022
<b>Capital Assets Not Being Depreciated</b>				
Land	\$ 914,866	\$ -	\$ -	\$ 914,866
Construction in progress	7,699,015	12,935,494	(1,486,895)	19,147,614
Total capital assets not being depreciated	<u>8,613,881</u>	<u>12,935,494</u>	<u>(1,486,895)</u>	<u>20,062,480</u>
<b>Capital Assets Being Depreciated</b>				
Buildings and structures	32,462,616	518,961	-	32,981,577
Machinery and equipment	10,601,851	198,383	(27,677)	10,772,557
Mains and hydrants	43,022,979	3,319,682	-	46,342,661
Mains and hydrants - developers	27,459,873	1,595,573	-	29,055,446
Wells	8,133,646	-	-	8,133,646
Meters in service	6,972,827	433,007	(277,725)	7,128,109
DMWW plant capacity	10,619,125	-	-	10,619,125
Leases	-	4,934	-	4,934
Total capital assets being depreciated	<u>139,272,917</u>	<u>6,070,540</u>	<u>(305,402)</u>	<u>145,038,055</u>
<b>Less Accumulated Depreciation for</b>				
Buildings and structures	12,926,387	637,139	-	13,563,526
Machinery and equipment	7,687,865	500,943	(27,677)	8,161,131
Mains and hydrants	12,690,042	1,121,481	-	13,811,523
Mains and hydrants - developers	12,298,714	570,113	-	12,868,827
Wells	3,771,227	227,537	-	3,998,764
Meters in service	2,898,227	459,352	(277,725)	3,079,854
DMWW plant capacity	5,591,530	265,478	-	5,857,008
Leases	-	1,222	-	1,222
Total accumulated depreciation	<u>57,863,992</u>	<u>3,783,265</u>	<u>(305,402)</u>	<u>61,341,855</u>
Total capital assets being depreciated, net	<u>81,408,925</u>	<u>2,287,275</u>	<u>-</u>	<u>83,696,200</u>
Net capital assets	<u>\$ 90,022,806</u>	<u>\$15,222,769</u>	<u>\$ (1,486,895)</u>	<u>\$ 103,758,680</u>

**Note 4 - Long Term Liabilities**

A summary of the changes in long-term liabilities for the year ended December 31, 2023 is as follows:

	Balance January 1, 2023	Increases	Decreases	Balance December 31, 2023	Due Within One Year
Capital Loan Notes	\$ 2,447,000	\$ -	\$ (142,000)	\$ 2,305,000	\$ 144,000

A summary of the changes in long-term liabilities for the year ended December 31, 2022 is as follows:

	Balance January 1, 2022	Increases	Decreases	Balance December 31, 2022	Due Within One Year
Capital Loan Notes	\$ 2,586,000	\$ -	\$ (139,000)	\$ 2,447,000	\$ 142,000

**Capital Loan Notes**

Bonds and interest are payable from the future net earnings of the Water Works and the net earnings of the Water Works are pledged to the payment of the bonds and interest. The total principal and interest remaining to be paid on the capital loan notes is \$2,600,444. For the current year, principal and interest paid and total customer net receipts were \$189,520 and \$8,181,504.

The required amount to be deposited in the Sinking Fund for the capital loan notes in any month shall be an amount equal to 1/6th of the installment of interest coming due on the next interest payment date on the then outstanding notes plus 1/12th of the installment of principal coming due on such notes on the next succeeding principal payment date until the full amount of such installment is on hand. The balance at December 31, 2023 and 2022 is \$75,361 and \$74,569, respectively.

Interest is payable on the first day of June and December.

Revenue capital loans notes have been issued for the planning and construction of water capital projects through the State of Iowa Revolving Loan Funds. The Water Works pledged income derived from the acquired or constructed assets to pay debt service.

Details of the capital loan notes at December 31, 2023 are as follows:

	Date of Issue	Interest Rate	Final Due Date	Annual Payments	Amount Originally Issued	Outstanding Dec. 31, 2023
2016 Capital Loan Note	02/10/17	1.75%	06/01/37	\$144,000-\$187,000	\$ 3,144,644	\$ 2,305,000



A summary of the annual capital loan note principal and interest requirements to maturity as of December 31, 2023 is as follows:

Year Ending December 31	Principal	Interest	Total
2024	\$ 144,000	\$ 39,078	\$ 183,078
2025	147,000	36,531	183,531
2026	150,000	33,933	183,933
2027	153,000	31,281	184,281
2028	156,000	28,577	184,577
2029-2033	830,000	100,344	930,344
2034-2037	<u>725,000</u>	<u>25,700</u>	<u>750,700</u>
Totals	<u>\$ 2,305,000</u>	<u>\$ 295,444</u>	<u>\$ 2,600,444</u>

**Note 5 - Restricted Assets**

The West Des Moines Water Works' restricted assets are composed of customer deposits, and collection for sanitary sewer service, solid waste service, stormwater management fees, and human services donations for the City of West Des Moines.

**Note 6 - Pension and Retirement Benefits**

**Plan Description**

IPERS membership is mandatory for employees of the Water Works. Employees of the Water Works are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by Iowa Public Employees' Retirement System (IPERS). IPERS issues a stand-alone financial report which is available to the public by mail at 7401 Register Drive P.O. Box 9177, Des Moines, Iowa 50306-9117 or at [www.ipers.org](http://www.ipers.org).

IPERS benefits are established under Iowa Code chapter 97B and the administrative rules thereunder. Chapter 97B and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

### **Pension Benefits**

A regular member may retire at normal retirement age and receive monthly benefits without early-retirement reductions. Normal retirement age is age 65, any time after reaching age 62 with 20 or more years of covered employment, or when the member's years of service plus the member's age at the last birthday equals or exceeds 88, whichever comes first. (These qualifications must be met on the member's first month of entitlement to benefits.) Members cannot begin receiving retirement benefits before age 55. The formula used to calculate a Regular member's monthly IPERS benefit includes:

- A multiplier (based on years of service).
- The member's highest five-year average salary. (For members with service before June 30, 2012, the highest three-year average salary as of that date will be used if it is greater than the highest five-year average salary.)

If a member retires before normal retirement age, the member's monthly retirement benefit will be permanently reduced by an early-retirement reduction. The early-retirement reduction is calculated differently for service earned before and after July 1, 2012. For service earned before July 1, 2012, the reduction is 0.25% for each month the member receives benefits before the member's earliest normal retirement age. For service earned starting July 1, 2012, the reduction is 0.50% for each month that the member receives benefits before age 65.

Generally, once a member selects a benefit option, a monthly benefit is calculated and remains the same for the rest of the member's lifetime. However, to combat the effects of inflation, retirees who began receiving benefits prior to July 1990 receive a guaranteed dividend with their regular November benefit payments.

### **Disability and Death Benefits**

A vested member who is awarded federal Social Security disability or Railroad Retirement disability is eligible to claim IPERS benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement, the member's beneficiary will receive a lifetime annuity or a lump-sum payment equal to the present actuarial value of the member's accrued benefits or calculated with a set formula, whichever is greater. When a member dies after retirement, death benefits depend on the benefit option the member selected at retirement.

### **Contributions**

Contribution rates are established by IPERS following the annual actuarial valuation, which applies IPERS' Contribution Rate Funding Policy and Actuarial Amortization Method. Statute limits the amount rates can increase or decrease each year to 1 percentage point. IPERS Contribution Rate Funding Policy requires that the actuarial contribution rate be determined using the "entry age normal" actuarial cost method and the actuarial assumptions and methods approved by the IPERS Investment Board. The actuarial contribution rate covers normal cost plus the unfunded actuarial liability payment based on a 30-year amortization period. The payment to amortize the unfunded actuarial liability is determined as a level percentage of payroll, based on the Actuarial Amortization Method adopted by the Investment Board.

Pursuant to the required rate, regular members contributed 6.29% of pay and the Water Works contributed 9.44% for a total rate of 15.73% from January 1, 2022 to December 31, 2023.

The Water Works contributions' to IPERS for the year ended December 31, 2023 and 2022 were \$339,349 and \$316,820, respectively.

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

At December 31, 2023 and 2022, the Water Works reported a liability of \$1,846,086 and \$1,527,433 respectively, for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2023 and 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Water Works' proportion of the net pension liability was based on the Water Works' share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2023, the Water Works' collective proportion was 0.0408999%, which was an increase of 0.0004718% from its proportion measured as of June 30, 2022 of 0.0404281%.

For the years ended December 31, 2023 and 2022, the Water Works recognized pension expense (reduction of pension expense) of \$184,287 and (\$2,669) respectively. At December 31, 2023 and 2022, the Water Works reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	2023	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference Between Expected and Actual Experience	\$ 156,181	\$ 7,588
Change of Assumptions	-	29
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	170,970	-
Changes in Proportion and Differences Between Water Works Contributions and Proportionate Share of Contributions	121,656	23,684
Water Works Contributions Subsequent to the Measurement Date	167,507	-
Total	\$ 616,314	\$ 31,301

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	2022	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference Between Expected and Actual Experience	\$ 67,711	\$ 20,922
Change of Assumptions	1,293	36
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	163,506
Changes in Proportion and Differences Between Water Works Contributions and Proportionate Share of Contributions	100,899	43,881
Water Works Contributions Subsequent to the Measurement Date	171,545	-
Total	\$ 341,448	\$ 228,345

Deferred outflows of resources of \$167,507 related to pensions resulting from the Water Works contribution subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2024. Other amounts reported as deferred outflows of resources and deferred inflows or resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ended	2023	2022
December 31, 2023	n/a	\$ (132,718)
December 31, 2024	(15,519)	(93,071)
December 31, 2025	(109,955)	(184,043)
December 31, 2026	438,787	343,575
December 31, 2027	89,875	7,815
December 31, 2028	14,318	-
	\$ 417,506	\$ (58,442)

There were no non-employer contributing entities at IPERS.

### Actuarial Assumptions

The total pension liability in the December 31, 2023 and 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of inflation (effective June 30, 2017)	2.60% per annum
Rates of salary increase (effective June 30, 2017)	3.25 to 16.25%, average, including inflation. Rates vary by membership group.
Long-term investments rate of return (effective June 30, 2017)	7.0%, compounded annually, net of investment expense, including inflation
Wage growth (effective June 30, 2017)	3.25% annum based on 2.60% inflation and 0.65% real wage inflation

The actuarial assumptions used in the June 30, 2023 valuation were based on the results of actuarial experience study dated June 16, 2022.

Mortality rates were based on the Pub G-2010 Employee and Healthy Annuitant Tables, using MP-2021 generational adjustments.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Asset Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Domestic Equity	21%	4.56%
International Equity	16.5	6.22
Global Smart Beta Equity	5.0	5.22
Core Plus Fixed Income	23.0	2.69
Public Credit	3.0	4.38
Cash	1.0	1.59
Private Equity	17.0	10.44
Private Real Assets	9.0	3.88
Private Credit	4.5	4.60
Total	<u>100%</u>	

### Discount Rate

The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the contractually required rate and that contributions from the Water Works will be made at contractually required rates, actuarially determined. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefits payments to determine the total pension liability.

### Sensitivity of the Water Works' Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the Water Works' proportionate share of the net pension liability calculated using the discount rate of 7.00%, as well as what the Water Works proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% lower (6.0%) or 1% higher (8.0 percent) than the current rate.

	1% Decrease (6.0%)	Discount Rate (7.0%)	1% Increase (8.0%)
Water Works' Proportionate Share of the Net Pension Liability (Asset) at June 30, 2023	\$ 3,925,191	\$ 1,846,086	\$ 103,762
Pension Liability (Asset) at June 30, 2022	2,845,791	1,527,433	365,597

### Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS website at [www.ipers.org](http://www.ipers.org).

### Payable to the Pension Plan

At December 31, 2023 and 2022, the Water Works had no payables to the defined benefit pension plan for legally required employer contributions or legally required employee contributions which had been withheld from employee wages but not yet remitted to IPERS.

**Note 7 - Other Postemployment Benefits**

**Plan Description**

The Water Works operates a single-employer benefit plan which provides medical, prescription drug and dental benefits for employees, retirees and their spouses and dependents. Group insurance benefits are established under Iowa Code Chapter 509A.13. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. The Plan does not issue a stand-alone financial report. The healthcare benefit plans are self-insured and are administered by a third party.

**OPEB Benefits**

Individuals who are employed by the Water Works and are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirement. Retirees under age 65 pay 102% of the full active employee premium rates. This results in an implicit subsidy and an OPEB liability. The contribution requirements of plan members are established and may be amended by the Water Works. The Water Works currently finances the retiree benefit plan on a pay-as-you-go basis.

Retired participants must be age 55 or older at retirement. At January 1, 2022, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	-
Active employees	<u>37</u>
Total	<u><u>37</u></u>

**Total OPEB Liability**

The Water Work’s total OPEB liability of \$282,188 as of December 31, 2023 was measured as of December 31, 2023 and was determined by an actuarial valuation as of January 1, 2022. The Water Work’s total OPEB liability of \$272,804 as of December 31, 2022 was measured as of December 31, 2022 and was determined by an actuarial valuation as of January 1, 2022.

**Actuarial Assumptions**

The total OPEB liability in the January 1, 2022 actuarial valuation was determined using the following actuarial assumptions and the entry age actuarial cost method, applied to all periods included in the measurement.

Rate of inflation (effective December 31, 2022)	3.00% per annum
Rates of salary increases (effective December 31, 2022)	4.00% per annum, including inflation
Discount rate (effective December 31, 2022)	2.06% compounded annually, including inflation
Healthcare cost trend rate (effective December 31, 2022)	5.00% per annum

**Discount Rate**

The discount rate used to measure the total OPEB liability was 2.06% which reflects the index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher as of the measurement date.

Mortality rates are from the 2020 United States Life Tables.

The actuarial assumptions used in the January 1, 2022 valuation were based on the results of an actuarial experience study with dates corresponding to those listed above.

**Changes in the Total OPEB Liability**

	2023	2022
Total OPEB Liability Beginning of Year	\$ 272,804	\$ 228,596
Changes for the year		
Service cost	16,414	15,783
Interest	5,825	5,581
Change in assumptions	-	11,295
Change in experience	-	18,986
Benefits	(12,855)	(7,437)
Total OPEB Liability End of Year	\$ 282,188	\$ 272,804

**Sensitivity of the Water Work's Total OPEB liability to Changes in the Discount Rate**

The following presents the total OPEB liability of the Water Works, as well as what the Water Work's total OPEB liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current discount rate.

	1% Decrease 1.06%	Discount Rate 2.06%	1% Increase 3.06%
Total OPEB Liability December 31, 2023	\$ 296,317	\$ 282,188	\$ 263,885
Total OPEB Liability December 31, 2022	286,463	272,804	255,110

**Sensitivity of the Water Work's Total OPEB liability to Changes in the Healthcare Cost Rate**

	1% Decrease 4.00%	Healthcare Rate 5.00%	1% Increase 6.00%
Total OPEB Liability December 31, 2023	\$ 247,616	\$ 282,188	\$ 323,469
Total OPEB Liability December 31, 2022	239,382	272,804	312,712



### **OPEB Expense**

For the years ended December 31, 2023 and 2022, the Water Works recognized OPEB expense of \$9,384 and \$44,208. The Water Works utilizes the alternative measurement method for purposes of measuring OPEB in 2022. Therefore, deferred outflows and inflows are not reported. The alternative measurement method (AMM) valuation was used in accordance with GASB Statement No. 75. Under the AMM, deferred inflows and deferred outflows are recognized immediately.

### **Note 8 - Intergovernmental Agreements**

On May 14, 1993 the Water Works entered into an intergovernmental agreement (Chapter 28E of the Code of Iowa) with the City of West Des Moines and the Park Board of Commissioners of the West Des Moines Parks and Recreation Department. Under the agreement, they jointly developed a parcel of land (58 acres) owned by the City to provide recreation resources and water resources for residents. The Water Works constructed eight shallow wells and one deep well on the site. The Water Works has paid the City \$450,000 for the use of the land.

On April 17, 2001 the Water Works entered into an intergovernmental agreement (Chapter 28E of the Code of Iowa) creating the Central Iowa Regional Drinking Water Commission Master Agreement. The purposes of this agreement are to (1) enable the Parties to jointly plan and coordinate implementation for water supply, treatment, distribution and storage facilities for the benefits of the Parties and their respective customers, to (2) enable the Parties to jointly provide services in a cost-effective manner to each other and to (3) enable the Parties to undertake joint or coordinate procurement of goods and services. The Commission is governed by a Board of Directors consisting of one representative of each of the Parties. On October 18, 2010 an amended and restated 28E Agreement with the Central Iowa Regional Drinking Water Commission (CIRDWC) was adopted. The changes include adding source water issues as a purpose of CIRDWC, distinguishing between Governing Members and Non-Governing Members, and establishing dues at a rate of \$100 plus one cent per member retail account.

On November 20, 2003 the Water Works entered into an Agreement for Shared Use of Water Tower Capacity (this is not a 28E agreement) with the City of Clive, the City of Waukee and the Des Moines Water Works. On November 1, 2005 the water tower was put into service. The Cities of Clive and Waukee paid 40% and 20% respectively, of the total project cost to West Des Moines Water Works for shared capacity of the water tower. The water tower is recorded at cost on West Des Moines Water Works' capital asset schedule, and the payments made by Clive and Waukee are recorded as unearned revenues to be recognized over the 50-year life of the water tower. This agreement will remain in effect through the useful life of the water tower plus one year. A shared water tower fund has been created into which Clive, Waukee and West Des Moines Water Works contribute annually for property insurance and future painting of the tower. This agreement expires November 1, 2053.

On July 20, 2009 the Water Works entered into an intergovernmental agreement (Chapter 28E of the Code of Iowa) with the City of West Des Moines for the placement of radio antenna and related equipment on/in water towers in West Des Moines. This agreement was amended and re-adopted February 19, 2020. The term of this agreement shall be for a period of ten years. The annual charge to the City for locating and operating transmitting and receiving equipment on a tower shall be one dollar per year payable in advance on the first business day of each year. This agreement expires January 1, 2030.

On July 20, 2009 the Water Works entered into an intergovernmental agreement (Chapter 28E of the Code of Iowa) with the City of West Des Moines to provide the City with water at no cost to the City for City-owned public buildings, facilities and landscaped medians. This agreement will terminate upon mutual written notice. The retail value of water provided to the City in 2023 and 2022 was \$179,574 and \$160,323 respectively. This agreement was amended and re-adopted February 19, 2020 and expires January 1, 2030.

On May 15, 2015 the Water Works entered into an intergovernmental agreement (Chapter 28E of the Code of Iowa) with the City of West Des Moines and the Board of Water Works Trustees of City of Des Moines. The agreement details the responsibilities for an Aquifer Storage and Recovery well and supporting infrastructure to serve current and future development within the South Area of West Des Moines. This agreement shall terminate on March 31, 2045, the termination date of the Wholesale Water Service Master Agreement. If the term of the Wholesale Water Service Master Agreement is at any time or from time to time extended beyond March 31, 2045, then the term of the Agreement shall be extended automatically. From June 15<sup>th</sup> through September 15<sup>th</sup> of each year when the ASR facility is presumed to be in production mode, it is understood that West Des Moines Water Works' consumption of up to 3.0 MGD in the South Pressure Zone will be considered a "Regional Capacity Credit" and as such, shall be excluded for purposes of calculating "Consumption Above Purchased Capacity" as defined in Section 18 and 19 of the Wholesale Water Service Master Agreement.

An agreement between the City of West Des Moines and West Des Moines Water Works was established on February 19, 2019. The Board of Trustees adopted a Resolution establishing the Racoon River Water Connection Fee District in 2017. The City of West Des Moines agreed to pay the entirety of costs associated with water improvements associated with Microsoft Project Osmium and receive reimbursement by West Des Moines Water Works for the design and construction costs associated with the certain water infrastructure noted in the agreement. Reimbursement for design and engineering services shall be based on the prorated share of eligible water infrastructure over the total project cost. Upon receipt from the City of West Des Moines of the net balance of reimbursable project expenses, West Des Moines Water Works shall convert the amount to an equivalent number of developable acres based on the per acre fee in effect at the time the Project Osmium work is completed and the net balance of project expenses is calculated. The date for each individual project will be the date of acceptance by the City Council. West Des Moines Water Works shall be responsible to pay the City of West Des Moines. In January of each year West Des Moines Water Works will calculate the total Racoon River Water Connection Fee District acres developed the previous calendar year and shall pass 50% of the fees collected at the rate in effect at the time the fee was collected to the City of West Des Moines.

#### **Note 9 - Related Organization**

The West Des Moines Water Works uses services of the City of West Des Moines and also provides billing and collection services to the City in connection with the City's Sewer, Solid Waste, and Stormwater Management Enterprise Funds.

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The following is a summary of the related party cash transactions for the years-ended:

	2023	2022
Received from the City of West Des Moines		
Sanitary sewer service collection fees	\$ 60,267	\$ 59,586
Solid waste service collection fees	53,215	52,731
Stormwater service collection fees	82,709	81,616
Payments to the City of West Des Moines		
Sanitary sewer service	11,142,603	11,031,585
Solid waste service	2,431,623	2,367,635
Sewer availability fee	1,012,742	993,446
Stormwater services	4,951,921	4,423,079
Health and dental insurance premiums	659,179	601,658
General insurance premiums	130,553	107,446
Donations collected	9,665	10,063
West Ginger Reimbursement	63,528	583,339
Background Checks	121	42
Economic Development Annual Payment	53,845	52,531
Osmium Reimbursement	2,406	15,742
Reimbursement - Payment made in error to WDMWW	150	-
Reimbursement for increased cost in throttling valve	800,000	-
88th Street Reconstruction	2,918	-
8th Street Reconstruction (Center St to Clegg Rd)	119,757	-
Blue Creek Stormwater	76,952	-
Fairmeadows Creek Stabilization	27,045	-
2023 PCC Reconstruction (Vine St & 8th St)	18,964	-
88th Street ASR Well-Pro-rata share of lights	15,574	-
Inspection Fees-3rd & 4th Qtr 2022-Adams St Storage	-	204
2022 Water Main Replacement Ped Ramps	-	4,200
Background Check & Physical	-	25
PCC Reconstruction-Vine St	-	8,645
NE Basin-Storm Sewer	-	7,702
Grand Ave 1st to 4th Project	-	84,252
Morningstar @ Jordan Creek	-	1,941
Reimburse Stormwater ERU Payment	-	59,271
2020 Citizen Survey	-	2,000
AED Defibrillator Pads	-	53
Amounts Receivable for the City of West Des Moines		
Sanitary sewer charges	873,883	902,457
Sewer availability fees	83,429	77,880
Stormwater management fees	458,422	377,362
Solid waste charges	236,037	182,274
Amounts Payable to the City of West Des Moines		
Sanitary sewer charges	2,681,990	2,628,464
Sewer availability fees	255,911	251,386
Stormwater management fees	1,333,102	1,155,752
Solid waste charges	729,259	594,088
Donations to Human Services	303	976
Fuel Costs	2,521	3,420
Osmium and Ginger payable	10,818,208	10,774,681

## **Note 10 - Risk Management**

The Water Works, through the City of West Des Moines, is a member of the Iowa Communities Assurance Pool (Pool), as allowed by Chapter 670.7 of the Code of Iowa. The Pool is a local government risk-sharing pool whose 794 members include various governmental entities throughout the State of Iowa. The Pool was formed in August 1986 for the purpose of managing and funding third-party liability claims against its members. The Pool provides coverage and protection in the following categories: general liability, automobile liability, automobile physical damage, public officials liability, property, inland marine, and boiler/machinery. There have been no reductions in insurance coverage from prior years.

Each member's annual casualty contributions to the Pool fund current operations and provide capital. Annual operating contributions are those amounts necessary to fund, on a cash basis, the Pool's general and administrative expenses, claims, claims expenses and reinsurance expenses due and payable in the current year, plus all of any portion of any deficiency in capital. Capital contributions are made during the first six years of membership and are maintained at a level determined by the Board not to exceed 300% of basis rate.

The Pool also provides property coverage. Members who elect such coverage make annual operating contributions which are necessary to fund, on a cash basis, the Pool's general and administrative expenses, reinsurance premiums, losses, and loss expenses for property risks estimated for the fiscal year, plus all or any portion of any deficiency in capital. Any year-end operating surplus is transferred to capital. Deficiencies in operations are offset by transfers from capital and, if insufficient, by the subsequent year's member contributions.

The Water Works' property and casualty contribution to the Pool are recorded as disbursements from its operating funds at the time of payment to the risk pool. The Water Works' contribution to the Pool for the year ended December 31, 2023 and 2022 were \$130,553 and \$101,556 respectively.

The Pool uses reinsurance and excess risk-sharing agreements to reduce its exposure to large losses. The Pool retains general, automobile, and public officials' liability risks up to \$500,000 per claim. Claims exceeding \$500,000 are reinsured through reinsurance and excess risk-sharing agreements up to the amount of risk-sharing protection provided by the Water Works' risk-sharing certificate. Property and automobile physical damage risks are retained by the Pool up to \$250,000 each occurrence, each location. Property risks exceeding \$250,000 are reinsured through reinsurance and excess risk-sharing agreements up to the amount of risk-sharing protection provided by the Water Works' risk-sharing certificate.

The Pool's intergovernmental contract with its members provides that in the event a casualty claim, property loss or series of claims or losses exceeds the amount of risk-sharing protection provided by the member's risk-sharing certificate, or in the event a casualty claim, property loss or series of claims or losses exhausts the Pool's funds and any excess risk-sharing recoveries, then payment of such claims or losses shall be the obligation of the respective individual member against whom the claim was made or the loss was incurred.

The Water Works does not report a liability for losses in excess of reinsurance or excess risk-sharing recoveries unless it is deemed probable such losses have occurred and the amount of such loss can be reasonably estimated. Accordingly, at December 31, 2023 and 2022, no liability has been recorded in the Water Works financial statements. As of December 31, 2023, settled claims have not exceeded the risk pool or reinsurance coverage since the Pool's inception.

Members agree to continue membership in the Pool for a period of not less than one full year. After such period, a member who has given 60 days prior written notice may withdraw from the Pool. Upon withdrawal, payments for all claims and claims expenses become the sole responsibility of the withdrawing member, regardless of whether a claim was incurred or reported prior to the member's withdrawal. Upon withdrawal, a formula set forth in the Pool's intergovernmental contract with its members is applied to determine the amount (if any) to be refunded to the withdrawing member.

The Water Works also carries commercial insurance purchased from other insurers for coverage associated with workers compensation, cybersecurity, and employee blanket bonds. The Water Works assumes liability for any deductibles and claims in excess of coverage limitations. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

### Note 11 - Tower Lease Agreements

The Water Works has entered into agreements with T-Mobile, United States Cellular Wireless Communications, Sprint / Nextel, Nexstar (WOI-TV), AT & T Wireless, Verizon Wireless, the City of Des Moines and the City of Waukee for the rental of space on four elevated water storage facilities located in the City of West Des Moines. The agreements are for a period of five years with renewal options of five additional five-year terms. The agreements are as follows: T-Mobile (50th St Tower), U.S. Cellular, Nexstar, AT & T, and Verizon are in their fifth, five-year contract. The City of Des Moines and the City of Waukee are in their third, five-year contract. T-Mobile (88th St & 98th St Towers) is in their second, five-year contract.

The leases are non-cancelable for initial periods of five years, with five renewal periods ranging from three to five years. The agreements allow for increases at renewals. The interest rate on the leases was 2.82%. The Water Works recognized the following amounts during fiscal year 2023 and 2022, respectively:

	<u>2023</u>	<u>2022</u>
Lease receivables	\$ 605,765	\$ 690,621
Deferred inflows	605,766	690,621
Interest revenue	18,644	15,763
Principal revenue	191,751	172,985

### Note 12 - Commitments

The West Des Moines Water Works had \$1,132,228 and \$308,222 of uncompleted contracts at December 31, 2023 and 2022, respectively.

### **Note 13 - Ongoing Projects with City of West Des Moines and Microsoft**

A finance agreement between the City of West Des Moines and West Des Moines Water Works was established in June 2021 for Ginger East and Ginger West data center projects. The agreement contains several projects.

#### **Water Main**

The City of West Des Moines agreed to coordinate design and construction of necessary water main infrastructure within planned sewer, fiber, and road projects to provide timely service to Microsoft Project Ginger. West Des Moines Water Works provided construction inspection and concurred with the City of West Des Moines to project acceptance and issuance of final contract payments. The majority of these projects were completed by the end of 2023. The following projects are still awaiting acceptance primarily due to permanent seeding establishment:

0510-009-2021 – Grand Avenue - S 88th St to South Grand Prairie Parkway  
0510-014-2021 – S Grand Prairie Parkway - Grand to Raccoon River

#### **Adams Street Elevated Storage Tower**

The design and construction of the Adams Street Elevated Storage Tower was led by the West Des Moines Water Works with coordination from the City of West Des Moines. The construction of the Elevated Storage Tank was funded entirely by Microsoft Inc. through a specific agreement between West Des Moines Water Works and Microsoft Inc. This project was completed December 20, 2023.

#### **Throttling Valve**

The design and construction of the throttling valve has been led by Des Moines Water Works and will be reimbursed directly by the City of West Des Moines with a cap of cost to be reimbursed at \$1,400,000. West Des Moines Water Works agreed to pay the City of West Des Moines \$800,000 towards the debt remaining on the Osmium Data Center project which was completed in 2023.

#### **Metering Pit**

This project is complete. The City of West Des Moines paid for the installation cost and will not be reimbursed.

#### **Reimbursement Guidelines**

Upon receipt from the City of West Des Moines the net balance of reimbursable project expenses, West Des Moines Water Works shall convert the amount to an equivalent number of developable acres. West Des Moines Water Works contributed towards the water main improvements for the City the Southwest Fee District Fees from the Ginger West site upon execution of the finance agreement. In addition, each December, West Des Moines Water Works will calculate the Southwest Fee District acres developed the previous calendar year and shall pass 50% of the fees collected at the rate in effect at the time the fee was collected by the West Des Moines Water Works.

### **ASR**

A finance agreement was executed for the Aquifer, Storage and Recovery (ASR) Well in 2024. This agreement is between the West Des Moines Water Works and Microsoft, Inc. to support a sixth data center in the City of West Des Moines called Project Ruthenium.

In this agreement, Microsoft will reimburse the West Des Moines Water Works for up to \$13 million for the installation of a 3 million gallon per day (MGD) ASR well to be used to support the water system in West Des Moines. 50% of the expected project costs will be due at the time construction commences. 25% at the halfway point of construction and the remaining 25% at substantial completion. This includes all costs for design, permitting, and construction.

### **Note 14 - Subsequent Events**

In planning for the future water supply needs for West Des Moines, extensive review of the future water supply options were undertaken including a new west regional plant and full regionalization of water production. Staff engaged in negotiations that resulted in an outcomes document or framework for a proposed full regionalization. With the recommendation by the subcommittee to the full board to move to full regionalization, the West Des Moines Water Works Board of Trustees held seven public meetings to obtain public input and provided information to the public by posting on the website, numerous press releases and media interviews, posting to the City's Facebook page, and shared in the Water Works' service line newsletter.

On January 26, 2022, the West Des Moines Water Works Board of Trustees adopted a Resolution approving West Des Moines Water Works participation in further discussions and exploration concerning the establishment of Central Iowa Water Works. The proposed structure allows West Des Moines Water Works to retain staff and operate the existing plant as a contracted operator, continue to own and maintain its distribution system and control water pricing for its customers while having a vote in all decisions regarding source water, new treatment plant construction, and wholesale pricing. The 28E/28F agreement was approved by the WDMWW Board in December 2023 and twelve entities (WDMWW, Des Moines Water Works, Urbandale Water Utility, Clive, Waukee, Ankeny, Johnston, Grimes, Polk City, Norwalk, Xenia Rural Water District and Warren Rural Water District) are participating. A 28E Organization was initiated with the State of Iowa on April 11, 2024, and the board was seated April 24, 2024. It is currently anticipated that the operational commencement date will be January 1, 2025, and water production assets will transfer to CIWW on the operational commencement date.



Required Supplementary Information  
December 31, 2023 and 2022

## West Des Moines Water Works



**West Des Moines Water Works**

Schedule of Water Works' Proportionate Share of the Net Pension Liability and Schedule of Water Works  
Contributions to the Iowa Public Employees' Retirement System  
Last Ten Fiscal Years Ended December 31, 2023

Fiscal Year Ended	Water Works' proportionate share of the net pension liability (asset)	Water Works' proportion of the net pension liability (asset)	Water Works' covered payroll	Water Works' proportionate share of the net pension liability as a percentage of its covered payroll	Plan fiduciary net position as a percentage of the total pension liability
2023	0.0408999%	\$ 1,846,086	\$ 3,594,799	51.35%	90.13%
2022	0.0404281%	1,527,433	3,256,081	46.91%	91.41%
2021	0.0372740%	52,255	3,025,222	1.73%	101.81%
2020	0.0378730%	2,641,912	2,984,703	88.52%	82.90%
2019	0.0360750%	2,102,998	2,763,867	76.09%	85.45%
2018	0.0373320%	2,361,697	2,851,030	82.84%	83.62%
2017	0.0362931%	2,417,580	2,694,284	89.73%	82.21%
2016	0.0359511%	2,262,514	2,579,981	87.69%	81.82%
2015	0.0376786%	1,861,503	2,581,323	72.11%	85.19%
2014	0.0393635%	1,561,119	2,575,777	60.61%	87.61%

The amounts presented for each fiscal year were determined as of June 30 of the fiscal year.

See accompanying notes to required supplementary information

Fiscal Year Ended	Statutorily Required Contribution	Contributions in Relation to the Statutorily Required Contribution	Contribution Deficiency (Excess)	Water Works' Covered Payroll	Contributions as a Percentage of Covered Payroll
2023	\$ 337,580	\$ 337,580	-	\$ 3,576,059	9.44%
2022	316,820	316,820	-	3,356,144	9.44%
2021	296,367	296,367	-	3,139,481	9.44%
2020	294,718	294,718	-	3,122,013	9.44%
2019	263,889	263,889	-	2,795,434	9.44%
2018	258,619	258,619	-	2,815,667	9.18%
2017	244,858	244,858	-	2,741,971	8.93%
2016	237,955	237,955	-	2,664,671	8.93%
2015	228,449	228,449	-	2,558,217	8.93%
2014	232,431	232,431	-	2,602,820	8.93%

### Changes of benefits terms

There are no significant changes in benefit terms.

### Changes of assumptions

The 2022 valuation implemented the following refinements after a demographic assumption study:

- Mortality assumption was changed to the family of PubG-2010 Mortality Tables for all groups, with age setbacks and set forwards, as well as other adjustments. Future mortality improvements are modeled using Scale MP-2021.
- Retirement rates were adjusted to partially reflect observed experience for Regular members only.
- Disability rates were lowered for Regular members only.
- Termination rates were adjusted to partially reflect observed experience for all groups.

The 2018 valuation implemented the following refinements after a demographic assumption study:

- Changed mortality assumptions to the RP-2014 mortality tables with mortality improvements modeled using Scale MP-2017.
- Adjusted retirement rates.
- Lowered disability rates.
- Adjusted the probability of a vested Regular member electing to receive a deferred benefit.
- Adjusted the merit component of the salary increase assumption.

The 2017 valuation implemented the following refinements as a result of a quadrennial experience study:

- Decreased the inflation assumption from 3.00% to 2.60%
- Decreased the assumed rate of interest on member accounts from 3.75% to 3.50% per year
- Decreased the long-term rate of return assumption from 7.50% to 7.00%
- Decreased the wage growth and payroll growth assumption from 4.00% to 3.25%

The 2014 valuation implemented the following refinements as a result of a quadrennial experience study:

- Decreased the inflation assumption from 3.25% to 3.00%
- Decreased the assumed rate of interest on member accounts from 4.00% to 3.75% per year.
- Adjusted male mortality rates for retirees in the Regular membership group.
- Reduced retirement rates for sheriffs and deputies between the ages of 55 and 64.
- Moved from an open 30-year amortization period to a closed 30-year amortization period for the UAL beginning June 30, 2014. Each year thereafter, changes in the UAL from plan experience will be amortized on a separate closed 20-year period.

West Des Moines Water Works  
Schedule of Changes in the Water Work's Total OPEB Liability and Related Ratios  
Year Ended December 31, 2023

Year	Service cost	Interest cost	Difference between expected and actual	Changes in assumptions	Benefit payments	Net change in total OPEB liability	Total OPEB liability beginning of year,	Total OPEB liability end of year	Covered employee payroll	Total OPEB liability as a % of covered-employee payroll
2023	\$ 16,414	\$ 5,825	\$ -	\$ -	\$ (12,855)	9,384	\$ 272,804	282,188	\$ 3,334,524	8.46%
2022	15,783	5,581	18,986	11,295	(7,437)	44,208	228,596	272,804	3,206,273	8.51%
2021	10,716	6,128	-	-	(2,386)	14,458	214,138	228,596	2,030,349	11.26%
2020	104,503	5,711	-	-	-	110,214	103,924	214,138	1,952,259	10.97%
2019	5,387	4,136	(3,769)	-	(1,494)	4,260	99,664	103,924	2,934,966	3.54%
2018	5,387	3,909	(2,230)	-	(1,165)	5,901	93,763	99,664	2,849,482	3.50%

Notes to Schedule of Changes in the Water Works Total OPEB Liability and Related Ratios:

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

**Changes in benefit terms:**

There were no significant changes in benefit terms.

**Changes in assumptions:**

There were no significant changes in assumptions.

**Note:** GASB Statement No. 75 requires ten years of information to be presented in this table. However, until a full ten-year trend is compiled, the Water Works will present information for the years for which information is available.



Supplementary Information  
December 31, 2023

# West Des Moines Water Works

West Des Moines Water Works  
 Budgetary Comparison of Revenues, Expenses and Changes in Net Position – Actual to Budget  
 Year Ended December 31, 2023

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	Actual	Budget	Variance Positive (Negative)
Total Revenues	\$ 26,678,177	\$ 23,631,048	\$ 3,047,129
Total Expenses	15,950,462	16,854,451	903,989
Net	10,727,715	6,776,597	\$ 3,951,118
Net Position Beginning of the Year	109,426,157	102,988,354	
Net Position End of Year	\$ 120,153,872	\$ 109,764,951	

In accordance with the Code of Iowa, the Water Works' Board of Trustees adopts a budget on the accrual basis consistent with U.S. generally accepted accounting principles following required public notice and hearing. The formal and legal level of control is at the total expense level. The Board of Trustees reviews the proposed budget and grant final approval. The annual budget may be amended during the year utilizing similar statutorily prescribed procedures.

In 2023 there were three budget amendments on February 15, 2023, April 19, 2023, and October 16, 2023. Disbursements did not exceed the amended budget.

West Des Moines Water Works

Schedule of Bond Maturities

Year Ended December 31, 2023

Series 2016 Water Revenue Capital Loan Notes were issued under Resolutions adopted by the Board of Trustees.

The 2016 Water Revenue Capital Loan Notes were issued to finance certain capital improvements to the System (the "Project"). The project includes specific construction activities designed to provide safe drinking water.

The following is a summary of the debt obligation of the West Des Moines Water Works:

West Des Moines Water Works		
Series 2016 Water Revenue Capital Loan Notes		
Maturing June 1	Principal	Interest
2024	\$ 144,000	\$ 39,078
2025	147,000	36,531
2026	150,000	33,933
2027	153,000	31,281
2028	156,000	28,577
2029	159,000	25,821
2030	163,000	23,004
2031	166,000	20,123
2032	169,000	17,194
2033	173,000	14,202
2034	176,000	11,148
2035	179,000	8,042
2036	183,000	4,874
2037	187,000	1,636
	\$ 2,305,000	\$ 295,444



Statistical Section  
(Unaudited)  
December 31, 2023

# West Des Moines Water Works



West Des Moines Water Works  
Schedule of Water Usage by Month (Unaudited)  
Year Ended December 31, 2023

<u>Month</u>	<u>Accounts With Water Service</u>	<u>Dollar Amount of Water Billings</u>	<u>Gallons of Water Billed</u>	<u>Gallons of Water Pumped</u>
January	27,616	\$ 908,526	135,365,809	161,451,000
February	27,672	865,211	136,156,492	145,997,000
March	27,720	902,559	140,096,276	161,079,000
April	27,770	912,679	141,757,019	168,292,000
May	27,818	1,079,992	164,296,823	233,985,000
June	27,873	2,059,159	297,471,323	318,153,000
July	27,910	2,168,881	310,331,489	342,951,000
August	27,959	2,449,697	351,153,220	343,971,000
September	27,979	2,049,127	293,374,730	291,658,000
October	28,054	1,391,411	204,809,218	209,068,000
November	28,084	1,011,231	158,807,295	164,296,000
December	28,128	889,320	138,350,987	166,679,000
		<u>16,687,793</u>	<u>2,471,970,681</u>	<u>2,707,580,000</u>
<b>SUBTRACT:</b>				
WDM Customers on DM Main			(851,218)	
<b>ADD:</b>				
Metered water for City (\$0.00)			25,672,937	
Metered Water for WW			690,989	
Hydrant Meters not invoiced			212,193	
Main Breaks			4,652,300	
Water Main Construction			3,546,048	
Flushing & Other Misc.			20,771,960	
Fire Hydrant Bleeders			288,000	
Public Works			409,200	
Fire Department			299,150	
Totals		<u>\$ 16,687,793</u>	<u>2,527,662,240</u>	<u>2,707,580,000</u>



**Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance  
and Other Matters Based on an Audit of Financial Statements Performed in Accordance with  
*Government Auditing Standards***

To the Board of Trustees  
West Des Moines Water Works  
West Des Moines, Iowa

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the West Des Moines Water Works (Water Works), as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Water Works' basic financial statements and have issued our report thereon dated May 1, 2024.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Water Works' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Water Works' internal control. Accordingly, we do not express an opinion on the effectiveness of the Water Works' internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying Schedule of Findings and Responses, we identified certain deficiencies in internal control that we consider to be a material weakness and a significant deficiency.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying Schedule of Findings and Responses as item 2023-001 to be a material weakness.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying Schedule of Findings and Responses as item 2023-002 to be a significant deficiency.

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Water Works' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Comments involving statutory and other legal matters about the Water Works' operations for the year ended December 31, 2023, are based exclusively on knowledge obtained from procedures performed during our audit of the financial statements of the Water Works. Since our audit was based on tests and samples, not all transactions that might have had an impact on the comments were necessarily audited. The comments involving statutory and other legal matters are not intended to constitute legal interpretations of those statutes.

### **West Des Moines Water Works' Responses to the Findings**

*Government Auditing Standards* requires the auditor to perform limited procedures on the Water Works' responses to the findings identified in our audit and described in the accompanying Schedule of Findings and Responses. The Water Works' responses were not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the responses.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Dubuque, Iowa  
May 1, 2024

**Part I: Findings Related to the Financial Statements:**

**MATERIAL WEAKNESS**

**2023-001 Preparation of Financial Statements and Adjusting Journal Entry**

**Criteria** – A properly designed system of internal control over financial reporting includes the preparation of an entity's financial statements and accompanying notes to the financial statements by internal personnel of the entity.

**Condition** – As auditors, we were requested to draft the financial statements and accompanying notes to the financial statements. It is the responsibility of management and those charged with governance to make the decision to accept the degree of risk associated with this condition because of cost or other considerations. We also proposed an adjusting journal entry as part of our audit procedures.

**Cause** – We recognize that with a limited number of office employees and complexity of multiple contracts, preparation of the financial statements is difficult.

**Effect** – The effect of this condition is that the year-end financial reporting is prepared by a party outside of the entity. The outside party does not have the constant contact with ongoing financial transactions that internal staff have. Furthermore, a noteworthy journal entry was proposed as part of the financial statement process.

**Recommendation** – We recommend that Water Works staff continue reviewing operating procedures in order to obtain the maximum internal control possible under the circumstances to enable staff to draft the financial statements internally.

**Response** – The West Des Moines Water Works staff will continue to review existing and new contracts and funding sources. Year end meeting will be held between the principal engineers, General Manager, and Financial Manager to discuss contract agreements and funding sources and payment deadlines to determine if additional end of year adjustments/entries are needed.

**Part I: Findings Related to the Financial Statements (continued):**

**SIGNIFICANT DEFICIENCY**

**2023-002 Segregation of Duties**

**Criteria** – Properly designed segregation of duties allow entities to initiate, authorize, record, process, and report financial data reliably in accordance with generally accepted accounting principles.

**Condition** - During our review of internal control, the existing procedures are evaluated in order to determine that incompatible duties, from a control standpoint, are not performed by the same employee. The Water Works has a limited number of people having responsibility for certain accounting and financial duties.

**Cause/Effect** – With a limited number of office employees, segregation of duties is difficult. As a result, some of those aspects of internal control which rely upon an adequate segregation of duties are missing and misstatements may not have been prevented or detected on a timely basis in the normal course of operations.

**Recommendation** – The Water Works should continue to monitor duties among accounting and management personnel.

**Response** – West Des Moines Water Works accounting staff and managers continue to separate duties and additional reviews from management outside of the accounting department.

All journal entries, bank statements, and bank reconciliations are reviewed by the general manager and all purchase invoices are reviewed by the Finance Manager prior to payment. These process changes were made to assist in preventing any misstatements.

The accounting manager continues to move daily duties from her desk to the accounting staff. This process slowed down due to turnover in the department, but is still moving forward.

**Part II: Other Findings Related to Statutory Reporting:**

- 2023-IA-A**      **Certified Budget** – Expenses during the year ended December 31, 2023, did not exceed the amount budgeted.
- 2023-IA-B**      **Questionable Expenditures** - We noted no expenditures that fail to meet the requirements of public purpose as defined in an Attorney General’s opinion dated April 25, 1979.
- 2023-IA-C**      **Travel Expense** - No expenditures of Water Work’s money for travel expenses of spouses or Water Work’s officials or employees were noted.
- 2023-IA-D**      **Business Transactions** - No business transactions between the Water Works and its officials or employees were noted.
- 2023-IA-E**      **Restricted Donor Activity** – No transactions were noted between the Water Works and Water Works officials, Water Works employees, and restricted donors in compliance with Chapter 68B of the Code of Iowa.
- 2023-IA-F**      **Bond Coverage** - Surety bond coverage of Water Works officials and employees is in accordance with statutory provisions. The amount of coverage should be reviewed annually to ensure the coverage is adequate for current operations.
- 2023-IA-G**      **Board Minutes** - No transactions were found that we believe should have been approved in the Board minutes but were not.
- 2023-IA-H**      **Deposits and Investments** - No instances of non-compliance with the deposit and investment provisions of Chapters 12B and 12C of the Code of Iowa and the Water Work’s investment policy were noted.
- 2023-IA-I**      **Revenue Notes** – No instances of non-compliance with the revenue note provisions were noted.