

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: August 19, 2024

time: 5:30 P.M.

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

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

*Members of the public wishing to participate telephonically, may do so by calling:
515-207-8241, Enter Conference ID: 239 108 245#*

1. **Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
2. **Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)
3. **Mayor/Council/Manager Report/Other Entities Update**
 - a. Traci Glass, Library Director - West Des Moines Public Library Annual Report
4. **Consent Agenda**
 - a. Motion - Approval of Minutes of August 5, 2024 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. Embassy Club West, LLC, d/b/a Embassy West - Class C Retail Alcohol License with Outdoor Service and Catering Privileges - Renewal
 2. Home & Away Sports Bar & Grill d/b/a Miracle at Jordan Creek, 101 Jordan Creek Parkway, Building 40 - Eight-Month Class C Retail Alcohol License - New
 3. 1901 Events, LLC d/b/a The Monroe, 1805 90th Street - Class C Retail Alcohol License - Renewal
 4. Ohana Inc. d/b/a Ohana Steakhouse, 2900 University Avenue, Suite A - Class C Retail Alcohol License - Renewal
 5. New York Style Pizza, Inc. d/b/a OPA! Italian & Greek Dining, 2800 University Avenue, Suite 450 - Class C Retail Alcohol License - Renewal
 6. Sakura Sushi, Inc., d/b/a Sakura Sushi, 1960 Grand Avenue, Suite 11 - Class C Retail Alcohol License - Renewal

Council Agenda

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7. Taste of the Junction, Inc. d/b/a Taste of the Junction Multicultural Festival - Five-Day Special Class C Retail Alcohol License for Street Party Event in the 400 Block of Railroad Place - August 31, 2024
8. Sadu Bhai, LLC d/b/a University Liquors, 9250 University Avenue, Suite 114 - Class E Retail Alcohol License - Renewal
- d. Motion - Approval of Parking on School Property Grass - 2024 Valley Stadium Events
- e. Motion - Approval of Special Event Lane Closure - Taste of the Junction Multicultural Festival, August 31, 2024
- f. Motion - Approval of Appointment - Civil Service Commission
- g. Motion - Approval of Policy - Public Purpose Use of City Funds
- h. Motion - Approval of Change Order #1 - 2023 Sewer Manhole Rehabilitation Program
- i. Motion - Approval of Amendment No. 1 to Professional Services Agreement - 2024 HMA Resurfacing Program
- j. Resolution - Approval of 28E Agreement for Hotel/Motel Tax Allocations
- k. Resolution - Approval of Amended 28E Agreement with the Community Foundation of Greater Des Moines - Legacy Woods Project
- l. Resolution - Accept Work:
 1. Digital Enterprise Last Mile Conduit Deployment Segment 1, Phase 2
 2. Digital Enterprise Private Streets Conduit Deployment
 3. Sewer Protection - Plumwood Drive, west of South 35th Street
- m. Resolution - Acceptance of Public Improvements - Browns Woods Hollow Plat 2
- n. Resolution - Approval of Professional Services Agreements:
 1. 2024 Channel Repair Program
 2. 2024 Parking Lot Repair Program
 3. 2025 HMA Resurfacing Program, Phase 1
 4. 2025 HMA Resurfacing Program, Phase 2
 5. 2025 PCC Patching Program, Phase 1
 6. Library Air Handler Replacements
- o. Resolution - Approval of Proposal from MidAmerican Energy Company to Extend Electrical Service - Grand Avenue, South 88th Street to South Grand Prairie Parkway
- p. Resolution - Approval and Acceptance of Storm Water Management Facility Maintenance Agreement - ITA Group Improvements Arcadia Building, 7000 Vista Drive
- q. Resolution - Approval and Acceptance of Property Interests - Legacy Woods Project
- r. Resolution - Approval of Amended Settlement Agreement with Multiple Entities Owned by Richard Hurd and Acceptance of Property Interests from Hurd Army Post Land, LLC
- s. Proclamation - Taste of the Junction Day, August 31, 2024

5. Old Business

- a. Angel Estates, 1500 South 60th Street - Amend the Zoning Map to Establish Detached Residential Land Use and Single-Family Residential (RS-30) Zoning - Angel Estates, LLC
 - 1. Ordinance - Approval of Third Reading and Final Adoption
- b. West Grand Business Park, north and south sides of Grand Avenue between South 60th Street and South 88th Street - Amend the Planned Unit Development (PUD) Ordinance to Modify Regulations for Parcels 3, 4 and 5 within the PUD for Entertainment, Commercial and Multi-Family Development - WDM Entertainment, LLC
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- c. Val Air Ballroom, 301 Ashworth Road - Amend the Planned Unit Development (PUD) Ordinance to Allow Additional Iconic Signage - VAB, LLC
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- d. Grand Avenue Reconstruction Project - Vacate 23,398 sq. ft. of Right-of-Way of Grand Avenue - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

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

- a. Westown Residences, 3530 Westown Parkway - Amend the Comprehensive Plan Land Use Map and Amend the Zoning Map to Allow Support Commercial Uses and Apartments - Ten13 Properties
 - 1. Motion - Acceptance of Withdrawal

7. New Business

- a. Forest Place, generally located north and south of future Stagecoach Drive extension and between South 81st Street and the future extension of South 85th Street - Approval of Preliminary Plat to Create 101 Lots for Single Family Residential Development, Four Outlots, and Five Street Lots - High Pointe Group, LLC
 - 1. Resolution - Approval of Preliminary Plat
- b. Amendment to City Code - Title 4 (Health and Safety Regulations), Chapter 8B (Stormwater Management Charges) - Modification of Rates - City Initiated
 - 1. Ordinance - Approval of First Reading
- c. Amendment to City Code - Title 7 (Public Ways and Property), Chapter 8C (Sanitary Sewer System User Charges) - Modification of Rates - City Initiated
 - 1. Ordinance - Approval of First Reading

- d. Classification and Compensation Study for Non-Union Employees - Acceptance of the McGrath Human Resource Group Executive Report and Authorize City Manager Discretion to Implement Aspects of the 2024 Classification and Compensation Study for Non-Union Employees - City Initiated
 - 1. Motion - Acceptance of Executive Report and Authorize City Manager Discretion to Implement Aspects of the Study

- 8. Receive, File and/or Refer**
 - a. West Des Moines Public Library FY 2024 Annual Report - Receive and File

- 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.

August 5, 2024

West Des Moines City Council Proceedings
Monday, August 5, 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, August 5, 2024 at 5:30 PM. Council members present were: G. Hudson, D. Loots, and K. Trevillyan. Council member R. Hardman participated via teleconference.

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

Vote 24-302: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

On Item 2. Public Forum:

Gary Leffler, 1235 11th Street, stated he is disappointed that the Walnut Creek Church's lease for a storage shed on the Jordan House property, which he uses for storage of his personal items, will no longer be honored in the future.

Mayor Trimble directed staff to meet with Mr. Leffler to discuss the matter.

Liz Junker, a resident of the Woodland West Apartments located at 4403 Woodland Avenue, expressed concerns about ongoing maintenance issues with her living unit that have not been addressed, including a mold infestation, peeling plaster, and water leaking into the unit causing water damage. She stated she has contacted the property manager, but they have failed to correct the issues. She stated she has also spoken with a rental inspector for the City, who assured her the issues would be dealt with, but the issues have still not been corrected.

Mayor Trimble directed staff to look into the matter and follow up with Ms. Junker.

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

Council member Loots reported there is currently a campaign seeking signatures from Dallas County voters to petition for a question to be placed on the upcoming election ballot that would increase the number of Dallas County Supervisors from three to five.

Council member Hudson reported he attended a meeting of the Development and Planning Subcommittee, discussed the Grand Experience development. He reported he also attended a meeting of the Public Safety Subcommittee, and he expressed appreciation to the staff from our public safety departments and the Public Services Department for their response to recent events in our community, including the recent severe weather event.

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City Manager Tom Hadden reported the recent severe weather event caused significant damage throughout specific areas of the community, and the Public Services Department will be conducting a storm debris pick up for those areas over the next couple weeks. He noted for residents outside those areas, the Compost-It program is available for disposing tree branches and other yard waste.

On Item 4. Consent Agenda.

It was moved by Loots second by Hudson to approve the consent agenda as presented.

- a. Approval of Minutes of July 15, 2024 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 1. Blue Agave Waukee, LLC d/b/a Blue Agave Street Tacos & Margaritas, 9500 University Avenue, Suite 2108 - Class C Retail Alcohol License with Outdoor Service - Renewal
 2. 515 bar&grill, LLC d/b/a Blue Shark Ale House, 165 South Jordan Creek Parkway, Suite 120 & 125 - Class C Retail Alcohol License with Outdoor Service - Renewal
 3. Bradley's Pub, Inc., d/b/a Bradley's Pub, 1300 50th Street, Suite 203 - Class C Retail Alcohol License - Renewal
 4. Casey's Marketing Company d/b/a Casey's General Store #2297, 108 8th Street - Class E Retail Alcohol License - Renewal
 5. Chipotle Mexican Grill of Colorado d/b/a Chipotle Mexican Grill, 490 South 68th Street, Suite 110 - Class C Retail Alcohol License with Outdoor Service - Renewal
 6. CTCC Rentals, LLC d/b/a Corner Tap, 1960 Grand Avenue, Suite 23 - Class C Retail Alcohol License - Renewal
 7. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe #2, 1990 Grand Avenue (Cafe Area) - Class C Retail Alcohol License with Catering Privileges - Renewal
 8. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe #3, 1725 Jordan Creek Parkway (Café Area) - Class C Retail Alcohol License with Catering Privileges - Renewal
 9. Sodexo Management, Inc. d/b/a Iowa Farm Bureau, 5400 University Avenue (Parking Lot) - Five-Day Special Class C Retail Alcohol License with Outdoor Service - September 10, 2024
 10. Jethro's Bacon Bacon, Inc., d/b/a Jethro's BBQ n'Bacon Bacon, 1480 22nd Street - Class C Retail Alcohol License with Catering Privileges - Renewal
 11. KHP DM, LLC d/b/a KPOT, 7105 Mills Civic Parkway, Suite 160 - Class C Retail Alcohol License - New
- d. Approval of Purchase - Body Worn Camera and In-Car Camera Systems
- e. Approval of Agreement Amendment - MidAmerican Energy RecPlex Lease Agreement with Can Play
- f. Order Construction - Fire Administration Building Exterior Improvements

- g. Accept Work - 2024 Slurry Seal Program
- h. Approval of Professional Services Agreements:
 - 1. 2024 Pavement Markings and On-Street Bike Markings Program
 - 2. 2024 Sewer Cleaning and Televising Program
 - 3. 2024 Sewer Manhole Rehabilitation Program
 - 4. 2024 Sewer Pipe Rehabilitation Program
 - 5. 2024-2025 Median Renovations Program
 - 6. 2025 PCC Patching Program, Phase 2
 - 7. 2025 Street Reconstruction Program
- i. Acceptance of Public Improvements - West Bank Headquarters Sanitary Sewer Improvements
- j. Approval and Acceptance of Encroachment Hold Harmless Agreement - Demolition Permit, 122 5th Street

Vote 24-303: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

On Item 5(a) Amendment to City Code - Title 5 (Police Regulations) and Title 9 (Zoning) - Align City Code Language to Accommodate "Homesteader Farm", Allow the Sale of Horticultural Specialty Crops at Produce Stands, Allow Public Parking Lots with No Primary Structure, Allow Museums in the Agricultural/Open Space Zoning District, and to Modify Code References in the Land Use Tables, initiated by the City of West Des Moines

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

Vote 24-304: Hardman, Hudson, Loots...3 yes
Trevillyan ... 1 no
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-305: Hardman, Hudson, Loots...3 yes
Trevillyan ... 1 no
Motion carried.

On Item 5(b) Angel Estates, 1500 South 60th Street - Amend Comprehensive Plan Land Use Map and Amend the Zoning Map to Establish Detached Residential Land Use and Single-Family Residential (RS-30) Zoning, initiated by Angel Estates, LLC

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

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Vote 24-306: Hardman, Hudson, Loots...3 yes
Trevillyan ... 1 no

Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-307: Hardman, Hudson, Loots...3 yes
Trevillyan ... 1 no

Motion carried.

On Item 5(c) Amendment to City Code - Title 9 (Zoning) - Modify Regulations Pertaining to Detached Accessory Buildings Located in a Front Yard, initiated by the City of West Des Moines

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

Vote 24-308: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-309: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

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

Vote 24-310: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

On Item 5(d) Amendment to City Code - Title 9 (Zoning), Chapter 18 (Signs) - Modify Regulations Pertaining to the Expiration Dates for Long Term Temporary Sign Permits and Sign Contractor Licenses, Modify Provisions for Enforcement of Signs on Public Property and the Process for Sign Variances and Appeals, initiated by the City of West Des Moines

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

Vote 24-311: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

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The City Clerk read the preamble to the ordinance.

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

Vote 24-312: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

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

Vote 24-313: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

On Item 5(e) University Avenue Corridor Urban Renewal Area - Amended TIF Ordinance (Three Fountains Parcel TIF District), initiated by the City of West Des Moines

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

Vote 24-314: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-315: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

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

Vote 24-316: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

On Item 6(a) Mayor Trimble indicated this was the time and place for a public hearing to consider West Grand Business Park, north and south sides of Grand Avenue between South 60th Street and South 88th Street - Amend the Comprehensive Plan Land Use Map to Designate Multi-Use Medium Land Use and Amend the Planned Unit Development (PUD) Ordinance to Modify Regulations for Parcels 3, 4 and 5 within the PUD for Entertainment, Commercial and Multi-Family Development, initiated by WDM Entertainment, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 17, 2024 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated on a vote of 5-0, with two members absent, the Plan and Zoning Commission

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recommended City Council approval of the comprehensive plan amendment and PUD amendment.

Mayor Trimble asked if there were any public comments.

Matt Brown, Formation Group, stated he is representing the applicant and 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 Loots, second by Hudson to adopt Resolution - Approval of Comprehensive Plan Amendment.

Vote 24-317: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

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

Vote 24-318: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-319: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

On Item 6(b) Mayor Trimble indicated this was the time and place for a public hearing to consider Val Air Ballroom, 301 Ashworth Road - Amend the Planned Unit Development (PUD) Ordinance to Allow Additional Iconic Signage, initiated by VAB, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 17, 2024 in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated on a vote of 5-0, with two members absent, the Plan and Zoning Commission recommended City Council approval of the PUD amendment.

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 consider the first reading of the ordinance.

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Vote 24-320: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-321: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

On Item 6(c) Mayor Trimble indicated this was the time and place for a public hearing to consider Grand Avenue Reconstruction Project - Vacate 23,398 sq. ft. of Right-of-Way of Grand Avenue, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on July 29, 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 Hudson to consider the first reading of the ordinance.

Vote 24-322: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-323: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

It was moved by Loots, second by Hudson to adopt Resolution - Vacating, Releasing, and Terminating the Public Street Right-of-Way Easement.

Vote 24-324: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

On Item 6(d) Mayor Trimble indicated this was the time and place for a public hearing to consider Community Development Block Grant Program - 2024-25 Annual Action Plan, initiated by the City of West Des Moines (Continued from July 1, 2025). He asked for the date the notice was published and the City Clerk indicated the notice was published on July 26, 2024

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in the Des Moines Register. Mayor Trimble asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Hudson, second by Loots to adopt Resolution - Approval of 2024-25 Annual Action Plan.

Vote 24-325: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

On Item 7(a) Fox Ridge Plat 4, southeast of SE Creekhill Way and SE 25th Street - Accept Public Improvements and Approve Final Plat to Create 32 Lots for Single-Family Development and Four Street Lots, initiated by D.R. Horton-Iowa, LLC

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

Vote 24-326: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

On Item 7(b) Woodland Estates Plat 4, 9510 Mills Civic Parkway - Approval of Preliminary Plat to Create 21 Lots for Single Family Residential Development, Two Outlots, and One Street Lot, initiated by Silo 9 Plat 1, LLC

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

Vote 24-327: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

On Item 7(c) Plat of Survey Parcels 24-53, 24-54, and 24-55, south of 362nd Place between Taber Road and Utica Trail - Extra Territorial Review Plat of Survey to Create Three Parcels Totaling 168.38 Acres for Future Transfer of Ownership, initiated by Exira Capital, LLC

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.

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Vote 24-328: Hardman, Hudson, Loots, Trevillyan...4 yes
Motion carried.

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

On Item 9 - Other Matters

Mayor Trimble stated there was a lengthy discussion at the July 15th Council meeting regarding the City's enforcement of non-conforming fences. Since then, a proposal has been suggested to amend the ordinance to allow each property with a non-conforming fence constructed 1999 or earlier to have one opportunity to replace the fence in its current location. Once that one opportunity has been used, a document will be recorded with the County, and the next time the property owner replaces the fence, they would be required to bring it into compliance with the setback requirements. He noted the one opportunity would be for the property, regardless of any changes in the ownership.

The Council held discussion on the proposed ordinance amendment and reached a consensus in support of the concept. The Council then directed staff to prepare an ordinance amendment reflecting this concept for formal consideration at a future council meeting.

The meeting was adjourned at 6:14 p.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Russ Trimble, Mayor

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Motion – Approval of Bill Lists

DATE: August 19, 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	08/19/2024	\$ 3,157,383.06
EFT Claims	08/19/2024	\$ 5,599,426.60
End of Month & Off-Cycle	07/16/2024 to 09/02/2024	\$ 405,190.47

RECOMMENDATION: Move to approve Bill Lists as presented.

Lead Staff Member: Tim Stiles, Finance Director

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

City of West Des Moines, IA
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/19/2024

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement				
Check	08/19/2024	334306 Accounts Payable	A CUT ABOVE LAWCARE AND LANDSCAPING	1,752.00
Check	08/19/2024	334307 Accounts Payable	ABSOLUTE CONCRETE CONSTRUCTION INC	47,862.64
Check	08/19/2024	334308 Accounts Payable	ACCO UNLIMITED CORP	12,578.50
Check	08/19/2024	334309 Accounts Payable	ACME TOOLS-DES MOINES	53.97
Check	08/19/2024	334310 Accounts Payable	ADAN RIVAS - SOUTH CONCRETE -reissue	200.00
Check	08/19/2024	334311 Accounts Payable	ALWAN , MADIHA	120.00
Check	08/19/2024	334312 Accounts Payable	ALWAN , MAYADA	136.00
Check	08/19/2024	334313 Accounts Payable	AMERICAN CONCRETE PRODUCTS	3,700.00
Check	08/19/2024	334314 Accounts Payable	AMERICAN DEFENSE MANUFACTURING	8,522.85
Check	08/19/2024	334315 Accounts Payable	AMERIFIBER INC	4,597.02
Check	08/19/2024	334316 Accounts Payable	ANGEL CONCRETE	200.00
Check	08/19/2024	334317 Accounts Payable	ARMOR EQUIPMENT	2,507.12
Check	08/19/2024	334318 Accounts Payable	ARROW STAGE LINES	2,259.00
Check	08/19/2024	334319 Accounts Payable	ARROWHEAD FORENSICS	339.46
Check	08/19/2024	334320 Accounts Payable	ASCENDANCE TRUCK MIDWEST	165.21
Check	08/19/2024	334321 Accounts Payable	BAM BASEMENTS AND MASONS	44.00
Check	08/19/2024	334322 Accounts Payable	BARNES , CAITLIN	868.44
Check	08/19/2024	334323 Accounts Payable	BOMGAARS SUPPLY INC	402.17
Check	08/19/2024	334324 Accounts Payable	BONNIE'S BARRICADES	1,837.50
Check	08/19/2024	334325 Accounts Payable	BOUND TREE MEDICAL LLC	5,100.49
Check	08/19/2024	334326 Accounts Payable	BROTHERS CLEANING CORPORATION	198,722.53
Check	08/19/2024	334327 Accounts Payable	CANOE SPORT AMERICA INC	515.00
Check	08/19/2024	334328 Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	7,507.38
Check	08/19/2024	334329 Accounts Payable	CAPPEL'S ACE HARDWARE	39.38
Check	08/19/2024	334330 Accounts Payable	CENTRAL SALT LLC	15,146.11
Check	08/19/2024	334331 Accounts Payable	CENTRALSQUARE TECHNOLOGIES-TRITECH SOFTWARE	31,962.50
Check	08/19/2024	334332 Accounts Payable	CGM LLC	5,000.00
Check	08/19/2024	334333 Accounts Payable	CHAD HITSMAN- EDGETECH SHARPENING	260.00
Check	08/19/2024	334334 Accounts Payable	CHOW'S GYMNASTICS & DANCE INSTITUTE	648.00
Check	08/19/2024	334335 Accounts Payable	CIRQUE WONDERLAND LLC	1,096.20

City of West Des Moines, IA
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/19/2024

Type	Date	Number Source	Payee Name	Transaction Amount
Check	08/19/2024	334336 Accounts Payable	CITY OF DES MOINES	706,355.25
Check	08/19/2024	334337 Accounts Payable	COLIN CONCRETE	400.00
Check	08/19/2024	334338 Accounts Payable	COMMUNITY YOUTH CONCEPTS	8,064.00
Check	08/19/2024	334339 Accounts Payable	COMPETITIVE EDGE	685.18
Check	08/19/2024	334340 Accounts Payable	CONSTRUCTION & AGGREGATE PRODUCTS INC	186.25
Check	08/19/2024	334341 Accounts Payable	CONTINENTAL FIRE SPRINKLER CO	777.32
Check	08/19/2024	334342 Accounts Payable	CORELL CONTRACTOR INC	1,088.42
Check	08/19/2024	334343 Accounts Payable	CORY , TARRY	96.00
Check	08/19/2024	334344 Accounts Payable	COUNTRY LANDSCAPES INC	648.00
Check	08/19/2024	334345 Accounts Payable	CTI READY MIX LLC	14,061.72
Check	08/19/2024	334346 Accounts Payable	D&K PRODUCTS	137.86
Check	08/19/2024	334347 Accounts Payable	DALLAS COUNTY ATTORNEYS OFFICE	398.50
Check	08/19/2024	334348 Accounts Payable	DALLAS COUNTY RECORDER	86.00
Check	08/19/2024	334349 Accounts Payable	DEYARMAN FORD INDIANOLA	1,601.98
Check	08/19/2024	334350 Accounts Payable	DIAMOND OIL COMPANY	767.50
Check	08/19/2024	334351 Accounts Payable	DICKEY , PHIL	3,690.00
Check	08/19/2024	334352 Accounts Payable	DINNER DELIGHTS	262.00
Check	08/19/2024	334353 Accounts Payable	DISA GLOBAL SOLUTIONS INC	123.89
Check	08/19/2024	334354 Accounts Payable	DISC GOLF PARK BY DISCMANIA INC	3,816.00
Check	08/19/2024	334355 Accounts Payable	DOT , NYANG	77.00
Check	08/19/2024	334356 Accounts Payable	DUNCAN , DUANE	120.00
Check	08/19/2024	334357 Accounts Payable	ENVIROTECH SERVICES INC	11,229.32
Check	08/19/2024	334358 Accounts Payable	EZ FLEX SPORT MATS	4,982.44
Check	08/19/2024	334359 Accounts Payable	FACTORY MOTOR PARTS COMPANY	209.97
Check	08/19/2024	334360 Accounts Payable	FARNSWORTH GROUP INC	5,737.24
Check	08/19/2024	334361 Accounts Payable	FARRIS , DAMIAN	380.00
Check	08/19/2024	334362 Accounts Payable	FASTENAL COMPANY	141.98
Check	08/19/2024	334363 Accounts Payable	FEDEX	25.51
Check	08/19/2024	334364 Accounts Payable	FERRELLGAS	5.00
Check	08/19/2024	334365 Accounts Payable	FIRST MEDICAL INC	840.00
Check	08/19/2024	334366 Accounts Payable	FRANCE , CATHERINE	733.50
Check	08/19/2024	334367 Accounts Payable	GALLS LLC	3,281.98
Check	08/19/2024	334368 Accounts Payable	GILGE , DANNY	240.00
Check	08/19/2024	334369 Accounts Payable	GREATER DES MOINES PARTNERSHIP	36,000.00

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Check	08/19/2024	334370 Accounts Payable	GRIMES ASPHALT & PAVING	1,610.36
Check	08/19/2024	334371 Accounts Payable	GRIMM CONCRETE SERVICE INC	200.00
Check	08/19/2024	334372 Accounts Payable	HANDY HITCH MANUFACTURING	309.20
Check	08/19/2024	334373 Accounts Payable	HDR ENGINEERING INC	16,929.26
Check	08/19/2024	334374 Accounts Payable	HENKEL CONSTRUCTION COMPANY	254,679.15
Check	08/19/2024	334375 Accounts Payable	HERBERGER CONSTRUCTION	349,961.89
Check	08/19/2024	334376 Accounts Payable	HOLMES MURPHY AND ASSOCIATES LLC	854.00
Check	08/19/2024	334377 Accounts Payable	HOME & BUSINESS SOLUTIONS LLC	200.00
Check	08/19/2024	334378 Accounts Payable	HS CONCRETE INC	200.00
Check	08/19/2024	334379 Accounts Payable	HY VEE INC	68.04
Check	08/19/2024	334380 Accounts Payable	ICON- IOWA CONFLUENCE WATER TRAILS	49,273.00
Check	08/19/2024	334381 Accounts Payable	INFOMAX OFFICE SYSTEMS INC	2,154.69
Check	08/19/2024	334382 Accounts Payable	INSITUFORM TECHNOLOGIES USA LLC	121,834.65
Check	08/19/2024	334383 Accounts Payable	INTERSTATE ALL BATTERY CENTER	416.30
Check	08/19/2024	334384 Accounts Payable	INTERSTATE POWER SYSTEMS	967.08
Check	08/19/2024	334385 Accounts Payable	INTIME SERVICES INC	10,296.00
Check	08/19/2024	334386 Accounts Payable	IOWA ATTORNEY GENERAL- DEPARTMENT OF JUSTICE	398.50
Check	08/19/2024	334387 Accounts Payable	IOWA BIRD REHABILITATION- JENNI BOONJAKUAKUL	2,016.00
Check	08/19/2024	334388 Accounts Payable	IOWA ONE CALL	1,498.50
Check	08/19/2024	334389 Accounts Payable	IOWA SPORTS TURF	54,940.00
Check	08/19/2024	334390 Accounts Payable	IRON MOUNTAIN	239.12
Check	08/19/2024	334391 Accounts Payable	J PETTIECORD INC	2,660.00
Check	08/19/2024	334392 Accounts Payable	JOHNSON CONTROLS FIRE PROTECTION LP- IL	11,306.37
Check	08/19/2024	334393 Accounts Payable	JOHNSTONE SUPPLY	428.98
Check	08/19/2024	334394 Accounts Payable	JONES , NASJAE	77.00
Check	08/19/2024	334395 Accounts Payable	JONES AUTOMOTIVE INC	1,342.00
Check	08/19/2024	334396 Accounts Payable	KALDENBERG'S PBS LANDSCAPING	4,644.31
Check	08/19/2024	334397 Accounts Payable	KARL CHEVROLET INC	5,522.00
Check	08/19/2024	334398 Accounts Payable	KARNS , CHANTEL	247.50
Check	08/19/2024	334399 Accounts Payable	LA PHILLIPS , ALLISON	75.00
Check	08/19/2024	334400 Accounts Payable	LEXISNEXIS RISK SOLUTIONS	150.00

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Check	08/19/2024	334401 Accounts Payable	LINDEMAN , DEAN	225.00
Check	08/19/2024	334402 Accounts Payable	LOFFREDO FRESH PRODUCE CO INC	1,291.43
Check	08/19/2024	334403 Accounts Payable	LOGOED APPAREL & PROMOTIONS	465.81
Check	08/19/2024	334404 Accounts Payable	LOWE'S HOME CENTER INC	1,933.60
Check	08/19/2024	334405 Accounts Payable	LUBE-TECH & PARTNERS LLC	900.00
Check	08/19/2024	334406 Accounts Payable	LUGO , DELIA I	272.25
Check	08/19/2024	334407 Accounts Payable	MADIT , ADAU	60.00
Check	08/19/2024	334408 Accounts Payable	MANATTS	616.50
Check	08/19/2024	334409 Accounts Payable	MARTIN'S FLAG COMPANY LLC	348.40
Check	08/19/2024	334410 Accounts Payable	MEDIACOM	226.90
Check	08/19/2024	334411 Accounts Payable	MENARDS- CLIVE	158.06
Check	08/19/2024	334412 Accounts Payable	MERCYONE CLIVE PHARMACY	1,138.80
Check	08/19/2024	334413 Accounts Payable	MERCYONE- EUCLID	999.00
Check	08/19/2024	334414 Accounts Payable	MH EQUIPMENT COMPANY	1,689.61
Check	08/19/2024	334415 Accounts Payable	MID COUNTRY MACHINERY INC	2,672.40
Check	08/19/2024	334416 Accounts Payable	MID-IOWA PLANNING ALLIANCE FOR COMMUNITY DEV	10,309.00
Check	08/19/2024	334417 Accounts Payable	MIDWEST AUTOMATIC FIRE SPRINKLER	923.13
Check	08/19/2024	334418 Accounts Payable	MIDWEST WHEEL	421.89
Check	08/19/2024	334419 Accounts Payable	MOTOROLA	5,772.48
Check	08/19/2024	334420 Accounts Payable	MPS ENGINEERS PC - KINGSTON SERVICES PC	78,089.06
Check	08/19/2024	334421 Accounts Payable	MULLIGAN , HANNAH	1,066.50
Check	08/19/2024	334422 Accounts Payable	NATIONAL PUBLIC EMPLOYER LABOR RELATIONS ASSOC	250.00
Check	08/19/2024	334423 Accounts Payable	NEBRASKA GENERATOR SERVICE LLC	6,124.00
Check	08/19/2024	334424 Accounts Payable	O'REILLY AUTOMOTIVE INC	27.99
Check	08/19/2024	334425 Accounts Payable	ONE MORE HOCKEY	292.50
Check	08/19/2024	334426 Accounts Payable	OPENGOV INC	90,100.07
Check	08/19/2024	334427 Accounts Payable	OWEN , JORDAN	128.00
Check	08/19/2024	334428 Accounts Payable	PEPSI BEVERAGES COMPANY	3,012.14
Check	08/19/2024	334429 Accounts Payable	PLUSNXT LLC	1,354.10
Check	08/19/2024	334430 Accounts Payable	POLK COUNTY RECORDER	151.00
Check	08/19/2024	334431 Accounts Payable	POLK COUNTY RECORDER	32.00
Check	08/19/2024	334432 Accounts Payable	POLK COUNTY TREASURER	150.00
Check	08/19/2024	334433 Accounts Payable	PREDICTIVE INDEX LLC	17,640.00

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Check	08/19/2024	334434 Accounts Payable	PREFERRED PEST CONTROL	3,579.22
Check	08/19/2024	334435 Accounts Payable	PREMIER COUNSELING PROFESSIONALS	150.00
Check	08/19/2024	334436 Accounts Payable	Q3 CONTRACTING INC - PSC	42,492.08
Check	08/19/2024	334437 Accounts Payable	QUICK SUPPLY CO	137.90
Check	08/19/2024	334438 Accounts Payable	RADD NETWORK SOLUTIONS INC	150.00
Check	08/19/2024	334439 Accounts Payable	REDFORD , KAIA	420.00
Check	08/19/2024	334440 Accounts Payable	REITER , BAILEE	330.00
Check	08/19/2024	334441 Accounts Payable	RHOMAR INDUSTRIES INC	1,382.94
Check	08/19/2024	334442 Accounts Payable	RICK HOGAN CONSTRUCTION LLC	400.00
Check	08/19/2024	334443 Accounts Payable	ROBERT HALF TECHNOLOGY	2,537.50
Check	08/19/2024	334444 Accounts Payable	ROSS , THOMAS	270.00
Check	08/19/2024	334445 Accounts Payable	SHEELS ALL SPORTS INC	108.99
Check	08/19/2024	334446 Accounts Payable	SHEKAR ENGINEERING PLC	74,622.49
Check	08/19/2024	334447 Accounts Payable	SHERWIN WILLIAMS	71.27
Check	08/19/2024	334448 Accounts Payable	SOLIS CONCRETE	400.00
Check	08/19/2024	334449 Accounts Payable	SOUTHERN IOWA VENDING SERVICES	168.60
Check	08/19/2024	334450 Accounts Payable	SPEEDPRO IMAGING	217.60
Check	08/19/2024	334451 Accounts Payable	STAPLES CONTRACT & COMMERCIAL LLC	59.51
Check	08/19/2024	334452 Accounts Payable	STATE HYGIENIC LAB	216.50
Check	08/19/2024	334453 Accounts Payable	STATE STEEL SUPPLY CO.	825.00
Check	08/19/2024	334454 Accounts Payable	STEINBERGER , JAMES	480.00
Check	08/19/2024	334455 Accounts Payable	STONE , BANKSY NICHOLAS	88.00
Check	08/19/2024	334456 Accounts Payable	STRUCTURED SOLUTIONS LLC	41,467.97
Check	08/19/2024	334457 Accounts Payable	STRYKER SALES CORPORATION	468.18
Check	08/19/2024	334458 Accounts Payable	SVOBODA , ISAAC	36.83
Check	08/19/2024	334459 Accounts Payable	SYNTECH SYSTEMS INC	1,275.00
Check	08/19/2024	334460 Accounts Payable	TBL VENTURES LLC	5,000.00
Check	08/19/2024	334461 Accounts Payable	TEKSYSTEMS INC	11,187.69
Check	08/19/2024	334462 Accounts Payable	TERRY'S QUALITY CONCRETE	800.00
Check	08/19/2024	334463 Accounts Payable	THOMAS , CHRISTOPHER	30.00
Check	08/19/2024	334464 Accounts Payable	THOMPSON , CLINTON	96.00
Check	08/19/2024	334465 Accounts Payable	THOMSON REUTERS	703.21
Check	08/19/2024	334466 Accounts Payable	THOMSON REUTERS	388.94
Check	08/19/2024	334467 Accounts Payable	TK ELEVATOR CORPORATION	1,370.48

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Check	08/19/2024	334468	Accounts Payable TRIZETTO PROVIDER SOLUTIONS	237.20
Check	08/19/2024	334469	Accounts Payable TRUE VALUE & V&S VARIETY STORE	73.61
Check	08/19/2024	334470	Accounts Payable TUBE PRO INCORPORATED	730.00
Check	08/19/2024	334471	Accounts Payable UNIFIED CONTRACTING SERVICES	1,200.00
Check	08/19/2024	334472	Accounts Payable UNITYPOINT HEALTH DES MOINES	1,165.74
Check	08/19/2024	334473	Accounts Payable VAN ALLEN BRACKETT , JANE	877.60
Check	08/19/2024	334474	Accounts Payable VEENSTRA & KIMM INC	25,664.02
Check	08/19/2024	334475	Accounts Payable VETTER EQUIPMENT	461.20
Check	08/19/2024	334476	Accounts Payable VISION CUSTOM SIGNS & GRAPHICS	179.55
Check	08/19/2024	334477	Accounts Payable VIVID CLEAR RX INC	76,364.68
Check	08/19/2024	334478	Accounts Payable VOIANCE LANGUAGE SERVICES LLC	105.18
Check	08/19/2024	334479	Accounts Payable VOORHEES , BRET	75.00
Check	08/19/2024	334480	Accounts Payable WAUKEE LEADERSHP INSTITUTE	750.00
Check	08/19/2024	334481	Accounts Payable WEST DES MOINES CHAMBER OF COMMERCE	4,000.00
Check	08/19/2024	334482	Accounts Payable WEST DES MOINES COMM SCHOOLS	6,575.78
Check	08/19/2024	334483	Accounts Payable WEST DES MOINES COMM SCHOOLS (TRANSPORTATION)	5,791.95
Check	08/19/2024	334484	Accounts Payable WEX BANK	932.79
Check	08/19/2024	334485	Accounts Payable WHITE CAP LP	2,188.50
Check	08/19/2024	334486	Accounts Payable WHITEY EXTERIORS LLC	42,847.75
Check	08/19/2024	334487	Accounts Payable WHP TRAININGTOWERS	260,691.44
Check	08/19/2024	334488	Accounts Payable WOODHOUSE CONCRETE SERVICES	200.00
Check	08/19/2024	334489	Accounts Payable YOUTH TECH INC	2,048.00
Check	08/19/2024	334490	Accounts Payable ZOLL MEDICAL- NY	2,639.93
Check	08/19/2024	334491	Accounts Payable BOWEN , GARY	14,920.00
Check	08/19/2024	334492	Accounts Payable JILL WELLS ART LLC - JILL WELLS	10,482.00
Check	08/19/2024	334493	Accounts Payable ADAMS , SANDRA	310.00
Check	08/19/2024	334494	Accounts Payable BADALAMENTI , GEORGE	370.00
Check	08/19/2024	334495	Accounts Payable BOWERS , RUBY	300.00
Check	08/19/2024	334496	Accounts Payable CURTIS , PATRICK	1,150.00
Check	08/19/2024	334497	Accounts Payable DUNSKY , SUSAN	107.04
Check	08/19/2024	334498	Accounts Payable EILDERS , VERA	106.32
Check	08/19/2024	334499	Accounts Payable FOX , KATHRYN SEVERING	1,000.00
Check	08/19/2024	334500	Accounts Payable HOWARD , JUANITA	370.00
Check	08/19/2024	334501	Accounts Payable JOHNSON , BEVERLY	100.00

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Check	08/19/2024	334502 Accounts Payable	KOBOLT , DANETTE	65.00
Check	08/19/2024	334503 Accounts Payable	MIDAMERICAN ENERGY - PROJECTS	13,358.16
Check	08/19/2024	334504 Accounts Payable	MYRES , RICHARD	108.47
Check	08/19/2024	334505 Accounts Payable	SHIRLEY MELTON TRUST	298.14
Check	08/19/2024	334506 Accounts Payable	SMITH , GORDAN	290.00
Check	08/19/2024	334507 Accounts Payable	VANDERHOEF , RUSSELL	112.76
Check	08/19/2024	334508 Accounts Payable	AT&T MOBILITY	165.08
Check	08/19/2024	334509 Accounts Payable	AT&T MOBILITY	82.54
Check	08/19/2024	334510 Accounts Payable	CENTURYLINK	2,615.84
Check	08/19/2024	334511 Accounts Payable	CENTURYLINK	465.42
Check	08/19/2024	334512 Accounts Payable	CENTURYLINK	3,762.88
Check	08/19/2024	334513 Accounts Payable	COMMERCIAL APPRAISERS OF IOWA INC	3,000.00
Check	08/19/2024	334514 Accounts Payable	MIDAMERICAN ENERGY	63,176.10
Check	08/19/2024	334515 Accounts Payable	MIDAMERICAN ENERGY	4,795.31
Check	08/19/2024	334516 Accounts Payable	MIDAMERICAN ENERGY	1,926.97
Check	08/19/2024	334517 Accounts Payable	MIDAMERICAN ENERGY	18,965.07
Check	08/19/2024	334518 Accounts Payable	MIDAMERICAN ENERGY	79,591.69
Check	08/19/2024	334519 Accounts Payable	MIDAMERICAN-CLIVE-WDM TL	735.32
Check	08/19/2024	334520 Accounts Payable	MIDAMERICAN-WDM-WAUKEE TL	175.10
Check	08/19/2024	334521 Accounts Payable	MIGHTY DOG ROOFING OF GREATER DES MOINES	12,014.23
Check	08/19/2024	334522 Accounts Payable	WEST DES MOINES COMM SCHOOLS	8,998.00
EFT	08/19/2024	14237 Accounts Payable	ABC ELECTRICAL- BAKER GROUP	2,625.77
EFT	08/19/2024	14238 Accounts Payable	ADAMS , JOHN	21.44
EFT	08/19/2024	14239 Accounts Payable	ADVANTAGE ASSET TRACKING CORPORATION	2,480.42
EFT	08/19/2024	14240 Accounts Payable	AECOM TECHNICAL SERVICES INC	11,856.86
EFT	08/19/2024	14241 Accounts Payable	AHLERS & COONEY PC	3,520.00
EFT	08/19/2024	14242 Accounts Payable	ALL MAKES OFFICE INTERIORS	77,743.84
EFT	08/19/2024	14243 Accounts Payable	ALL STAR CONCRETE LLC	336,197.11
EFT	08/19/2024	14244 Accounts Payable	ALLIANCE CONSTRUCTION GROUP LLC	373,342.69
EFT	08/19/2024	14245 Accounts Payable	AMPLIMARK LLC	7,500.00
EFT	08/19/2024	14246 Accounts Payable	ARMOR UP AMERICA	783.00
EFT	08/19/2024	14247 Accounts Payable	ARMORED KNIGHTS INC	176.00
EFT	08/19/2024	14248 Accounts Payable	ARNOLD MOTOR SUPPLY LLP 39711	1,954.72

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EFT	08/19/2024	14249 Accounts Payable	AUREON NETWORK SERVICES	7,018.99
EFT	08/19/2024	14250 Accounts Payable	BAUER BUILT	588.44
EFT	08/19/2024	14251 Accounts Payable	BEST PORTABLE TOILETS	6,325.20
EFT	08/19/2024	14252 Accounts Payable	BOETGER LAWNSCAPES LLC	16,949.24
EFT	08/19/2024	14253 Accounts Payable	BOLTON & MENK INC	271.50
EFT	08/19/2024	14254 Accounts Payable	BOOT BARN INC	327.23
EFT	08/19/2024	14255 Accounts Payable	BRAVO GREATER DES MOINES	319,912.31
EFT	08/19/2024	14256 Accounts Payable	BREWICK , MARK	538.01
EFT	08/19/2024	14257 Accounts Payable	CATCH DSM - GREATER DSM CONV & VISITORS BUREAU	319,912.31
EFT	08/19/2024	14258 Accounts Payable	CHRISTIAN EDWARDS PRINT & GRAPHICS	872.10
EFT	08/19/2024	14259 Accounts Payable	CINTAS CORP	342.48
EFT	08/19/2024	14260 Accounts Payable	CIVIL DESIGN ADVANTAGE LLC	2,114.18
EFT	08/19/2024	14261 Accounts Payable	COLE , LEE	480.00
EFT	08/19/2024	14262 Accounts Payable	COMMUNICATION DATA LINK LLC	36,578.68
EFT	08/19/2024	14263 Accounts Payable	CONVERGINT TECHNOLOGIES LLC	27,262.94
EFT	08/19/2024	14264 Accounts Payable	CORN STATES METAL FABRICATORS INC	970.00
EFT	08/19/2024	14265 Accounts Payable	COX , RANDY	315.44
EFT	08/19/2024	14266 Accounts Payable	DES MOINES ASPHALT & PAVING	1,194,794.35
EFT	08/19/2024	14267 Accounts Payable	DILLARD , CARLOS	128.00
EFT	08/19/2024	14268 Accounts Payable	DOLL DISTRIBUTING LLC	918.45
EFT	08/19/2024	14269 Accounts Payable	DUSHANE DOES IT LLC	731.65
EFT	08/19/2024	14270 Accounts Payable	ELDER CORPORATION	318,428.72
EFT	08/19/2024	14271 Accounts Payable	ELECTRONIC ENGINEERING	637.64
EFT	08/19/2024	14272 Accounts Payable	EMC RISK SERVICES	30,100.08
EFT	08/19/2024	14273 Accounts Payable	EXCEL MECHANICAL INC	21,776.04
EFT	08/19/2024	14274 Accounts Payable	FELD FIRE	280.00
EFT	08/19/2024	14275 Accounts Payable	FLEXICARE INC	4,822.50
EFT	08/19/2024	14276 Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	96,022.11
EFT	08/19/2024	14277 Accounts Payable	GBA SYSTEMS INTEGRATORS LLC	21,460.00
EFT	08/19/2024	14278 Accounts Payable	GENERAL TRAFFIC CONTROLS - AK BROWN ENT LLC	5,025.40
EFT	08/19/2024	14279 Accounts Payable	GLASS , TRACI	775.00

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EFT	08/19/2024	14280 Accounts Payable	GRAINGER INC	331.86
EFT	08/19/2024	14281 Accounts Payable	H2I GROUP INC	46,470.10
EFT	08/19/2024	14282 Accounts Payable	HAYES , JODY	288.00
EFT	08/19/2024	14283 Accounts Payable	HENNING , CLAUDIA	500.00
EFT	08/19/2024	14284 Accounts Payable	HOME INC	29,894.00
EFT	08/19/2024	14285 Accounts Payable	HOTH , TREVOR	190.41
EFT	08/19/2024	14286 Accounts Payable	HOTSY CLEANING SYSTEMS INC	1,858.36
EFT	08/19/2024	14287 Accounts Payable	HR GREEN CO	33,958.92
EFT	08/19/2024	14288 Accounts Payable	HYDRO KLEAN LLC	6,788.03
EFT	08/19/2024	14289 Accounts Payable	IOWA INTERSTATE RAILROAD LTD	456.92
EFT	08/19/2024	14290 Accounts Payable	IOWA INTERSTATE RAILROAD LTD	465.73
EFT	08/19/2024	14291 Accounts Payable	IOWA INTERSTATE RAILROAD LTD	440.64
EFT	08/19/2024	14292 Accounts Payable	IOWA WATER MANAGEMENT CORP	722.45
EFT	08/19/2024	14293 Accounts Payable	ISG	64,366.25
EFT	08/19/2024	14294 Accounts Payable	JACOBS , CARRIE	175.00
EFT	08/19/2024	14295 Accounts Payable	JACOBSEN AUTO BODY	6,876.11
EFT	08/19/2024	14296 Accounts Payable	JCG LAND SERVICES INC	10,043.07
EFT	08/19/2024	14297 Accounts Payable	JEFFREY L BRUCE & COMPANY LLC	770.25
EFT	08/19/2024	14298 Accounts Payable	KIRKHAM MICHAEL & ASSOC	16,946.10
EFT	08/19/2024	14299 Accounts Payable	KNOX COMPANY	1,314.00
EFT	08/19/2024	14300 Accounts Payable	KRAMER SERVICE GROUP	121,125.00
EFT	08/19/2024	14301 Accounts Payable	LETZRING , JAMIE	111.32
EFT	08/19/2024	14302 Accounts Payable	LOGAN CONTRACTORS SUPPLY INC	3,249.02
EFT	08/19/2024	14303 Accounts Payable	LUNNING COACHING & CONSULTING	480.00
EFT	08/19/2024	14304 Accounts Payable	MACQUEEN EQUIPMENT LLC	46.73
EFT	08/19/2024	14305 Accounts Payable	MARTIN BROTHERS	17,444.51
EFT	08/19/2024	14306 Accounts Payable	MCANINCH CORPORATION	822,620.31
EFT	08/19/2024	14307 Accounts Payable	MCCLURE ENGINEERING COMPANY	134,201.83
EFT	08/19/2024	14308 Accounts Payable	MCMAHON , QUINN	1,081.25
EFT	08/19/2024	14309 Accounts Payable	METRO WASTE AUTHORITY	245,255.07
EFT	08/19/2024	14310 Accounts Payable	MOATS , WILLIAM	464.00
EFT	08/19/2024	14311 Accounts Payable	MURPHY , LAURA	52.93
EFT	08/19/2024	14312 Accounts Payable	NORTHLAND PRODUCTS - NORSOLV SYSTEMS	354.87
EFT	08/19/2024	14313 Accounts Payable	OCCUPATIONAL SAFETY CONSULTANTS LLC	17,190.00

City of West Des Moines, IA
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/19/2024

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	08/19/2024	14314 Accounts Payable	PARKER , SATONIUS	224.00
EFT	08/19/2024	14315 Accounts Payable	PER MAR SECURITY SERVICES	9,067.67
EFT	08/19/2024	14316 Accounts Payable	RAPIDS REPRODUCTIONS INC	340.00
EFT	08/19/2024	14317 Accounts Payable	RASMUSSEN , MATT	120.00
EFT	08/19/2024	14318 Accounts Payable	RELIABLE MAINTENANCE COMPANY	74,813.00
EFT	08/19/2024	14319 Accounts Payable	RELIANT FIRE APPARATUS INC	396.35
EFT	08/19/2024	14320 Accounts Payable	RENEWABLE ENERGY GROUP INC	45,387.25
EFT	08/19/2024	14321 Accounts Payable	RHYTHM ENGINEERING LLC	4,229.00
EFT	08/19/2024	14322 Accounts Payable	RJ LAWN & LANDSCAPE	721.20
EFT	08/19/2024	14323 Accounts Payable	RUSH , LAUREN	100.63
EFT	08/19/2024	14324 Accounts Payable	RW EXCAVATING SOLUTIONS LC	133,377.53
EFT	08/19/2024	14325 Accounts Payable	SANCHEZ , GRETNA	352.75
EFT	08/19/2024	14326 Accounts Payable	SCHUMACHER ELEVATOR COMPANY	52,077.00
EFT	08/19/2024	14327 Accounts Payable	SCOTT , GEORGE	250.00
EFT	08/19/2024	14328 Accounts Payable	SHIVE-HATTERY INC	17,338.17
EFT	08/19/2024	14329 Accounts Payable	SITEONE LANDSCAPE SUPPLY LLC	704.00
EFT	08/19/2024	14330 Accounts Payable	SKOLD DOOR & FLOOR COMPANY INC	285.30
EFT	08/19/2024	14331 Accounts Payable	SM HENTGES & SONS INC	244,139.67
EFT	08/19/2024	14332 Accounts Payable	SNYDER & ASSOCIATES INC	4,828.50
EFT	08/19/2024	14333 Accounts Payable	SPONG , JULIE	200.00
EFT	08/19/2024	14334 Accounts Payable	STEAM STARZ LLC - JANICE BEARD	1,657.50
EFT	08/19/2024	14335 Accounts Payable	STIVERS FORD	52,435.71
EFT	08/19/2024	14336 Accounts Payable	STREET COLLECTIVE	3,437.00
EFT	08/19/2024	14337 Accounts Payable	SWINTON , ASHLEE	2,615.38
EFT	08/19/2024	14338 Accounts Payable	TEAM SERVICES	14,827.62
EFT	08/19/2024	14339 Accounts Payable	TELLO ITS LLC	4,098.26
EFT	08/19/2024	14340 Accounts Payable	TIPPI TOES DES MOINES	660.00
EFT	08/19/2024	14341 Accounts Payable	TRIPLETT COMPANIES	347.40
EFT	08/19/2024	14342 Accounts Payable	TSCHUDIN , JODI	1,742.61
EFT	08/19/2024	14343 Accounts Payable	TYLER TECHNOLOGIES INC	44,593.47
EFT	08/19/2024	14344 Accounts Payable	UNIFIRST CORPORATION	634.37
EFT	08/19/2024	14345 Accounts Payable	UNITE PRIVATE NETWORKS LLC	1,571.19
EFT	08/19/2024	14346 Accounts Payable	UPS STORE	78.81
EFT	08/19/2024	14347 Accounts Payable	VAISALA INC	2,980.00
EFT	08/19/2024	14348 Accounts Payable	VAN WALL EQUIPMENT	68.64

City of West Des Moines, IA
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 08/19/2024

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	08/19/2024	14349 Accounts Payable	VERMEER SALES AND SERVICE INC	132.58
EFT	08/19/2024	14350 Accounts Payable	WEST DES MOINES WATER WORKS	100.18
EFT	08/19/2024	14351 Accounts Payable	WHKS & CO	33,922.93
EFT	08/19/2024	14352 Accounts Payable	XTREME TREE	3,082.10
EFT	08/19/2024	14353 Accounts Payable	BUSINESS PUBLICATIONS CORP	74.95
WB VENDOR DISB WB Vendor Disbursement Totals:			Transactions: 334	\$8,756,809.66
Checks:	217	\$3,157,383.06		
EFTs:	117	\$5,599,426.60		

City of West Des Moines
Payment Register
 From Payment Date: 07/16/2024 - To Payment Date: 09/02/2024

Number	Date	Payee Name	Transaction Amount
489	08/01/2024	VOYA BENEFITS COMPANY LLC	6,040.94
490	08/06/2024	VOYA BENEFITS COMPANY LLC	385.10
491	08/08/2024	VOYA BENEFITS COMPANY LLC	5,821.65
492	08/08/2024	VOYA BENEFITS COMPANY LLC	894.95
14226	08/22/2024	UMB BANK NA	600.00
14227	08/22/2024	UMB BANK NA	600.00
14228	08/02/2024	WELLMARK BLUE CROSS	126,621.79
14229	08/09/2024	WELLMARK BLUE CROSS	135,784.64
14230	07/31/2024	WELLMARK BLUE CROSS	84,093.04
14233	07/22/2024	DELTA DENTAL OF IOWA	8,549.16
14234	07/29/2024	DELTA DENTAL OF IOWA	11,703.11
14236	08/12/2024	DELTA DENTAL OF IOWA	7,707.01
201235	08/02/2024	21ST MORTGAGE CORPORATION	751.10
201236	08/02/2024	65TH ST V LC - KEITH DENNER	1,000.00
201237	08/02/2024	DES MOINES WATER WORKS	371.55
201238	08/02/2024	ECOADVANTAGE PROPERTIES LLC	973.70
201239	08/02/2024	HVG MAPLE GROVE ASSOCIATION LLC	1,000.00
201240	08/02/2024	MEADOW CHASE APARTMENTS - FARSONS LLC	1,000.00
201241	08/02/2024	MIDAMERICAN ENERGY- HS	1,000.00
201242	08/02/2024	MIDAMERICAN ENERGY- HS	312.69
201243	08/02/2024	POLO CLUB APARTMENTS	1,000.00
201244	08/02/2024	PREMIER SURGICAL IMAGING	1,000.00
201245	08/02/2024	R & R INVESTORS LTD- CCVI LLC	890.00
201246	08/02/2024	SCHOOLSIDE APARTMENTS LLC	825.00
201247	08/02/2024	TIMAK INVESTMENT IV LC - KEITH DENNER	1,000.00
201248	08/02/2024	WEST DES MOINES WATER WORKS- HS	290.54
201249	08/09/2024	ELEVATE AT JORDAN CREEK LP	428.00
201250	08/09/2024	IOWA ASHWORTH LLC	869.00
201251	08/09/2024	NORMANDY TERRACE	1,000.00
201252	08/09/2024	SINGH INVESTMENT PARTNERS	1,000.00
201253	08/09/2024	SUN PRAIRIE APARTMENTS - KEITH DENNER	1,000.00
201254	08/09/2024	TOP SHELF PROPERTY MANAGEMENT	677.50
			405,190.47

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Liquor Licenses

DATE: August 19, 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. Embassy Club West, LLC, d/b/a Embassy West - Class C Retail Alcohol License with Outdoor Service and Catering Privileges - Renewal
2. Home & Away Sports Bar & Grill d/b/a Miracle at Jordan Creek, 101 Jordan Creek Parkway, Building 40 - Eight-Month Class C Retail Alcohol License - New
3. 1901 Events, LLC d/b/a The Monroe, 1805 90th Street - Class C Retail Alcohol License - Renewal
4. Ohana Inc. d/b/a Ohana Steakhouse, 2900 University Avenue, Suite A - Class C Retail Alcohol License - Renewal
5. New York Style Pizza, Inc. d/b/a OPA! Italian & Greek Dining, 2800 University Avenue, Suite 450 - Class C Retail Alcohol License - Renewal
6. Sakura Sushi, Inc., d/b/a Sakura Sushi, 1960 Grand Avenue, Suite 11 - Class C Retail Alcohol License - Renewal
7. Taste of the Junction, Inc. d/b/a Taste of the Junction Multicultural Festival - Five-Day Special Class C Retail Alcohol License for Street Party Event in the 400 Block of Railroad Place - August 31, 2024
8. Sadu Bhai, LLC d/b/a University Liquors, 9250 University Avenue, Suite 114 - Class E Retail Alcohol License - 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:

DATE: August 19, 2024

Motion – Approve request by West Des Moines Valley and Dowling High Schools to allow parking on grass during 2024 Valley Stadium events

FINANCIAL IMPACT:

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

BACKGROUND:

West Des Moines Valley and Dowling high schools have requested that they be allowed to park vehicles on the school property grass near Valley Stadium during the varsity football games in 2024 and the Valleyfest band competition on October 12, 2024. Athletic department and activities officials from the schools estimate that parking on the designated area of school property grass could accommodate as many as 400-500 vehicles for certain events that generate a lot of fan interest. The schools would be responsible for installing barricades or cones to separate the city and school properties on the City Hall / School campus (see the attached overhead aerial map for the designated parking area). No parking would be allowed on grass on city property near Valley Stadium. The parking on school property grass would occur weather permitting.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve this Motion to allow parking on grass on school property near Valley Stadium for 2024 events.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



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

Date: August 7, 2024
To: Ryan Jacobson
City Clerk, City of West Des Moines, IA

Dear Mr. Jacobson,

In continuing the previous year's practice of offering grass parking on the WDMCS grass lot (just East of Valley Stadium) to fans attending a select number of Football games, we ask again this year to allow us to utilize our lot for those games with projected higher attendance. We will continue to have parking attendants monitor the area as well as WDM Police on hand at all events. The dates that Valley and Dowling would like to utilize the WDMCS grass lot for parking would be:

Dates:	Teams / Schools	Start time
August 30, 2024	Dowling hosting CR Kennedy (2 games)	5 pm start time
September 6, 2024	Dowling vs Valley	7 pm start time
September 13, 2024	Valley hosting Johnston	7 pm start time
September 17th, 2024 (Tues)	Home Cross Country	4 pm start time
September 20, 2024	Valley vs Waukee (Homecoming)	7 pm start time
September 27, 2024	Dowling hosting DM Roosevelt	7 pm start time
October 4, 2024	Dowling hosting Ankeny Centennial	7 pm start time
October 11, 2024	Valley hosting Waterloo West (2 games)	5 pm start time
October 12, 2024 (Saturday)	VALLEYFEST BAND	All Day
October 18, 2024	Dowling host Southeast Polk	7 pm start time
October 25, 2024	Valley hosting Marshalltown	7 pm start time
November 1, 2024	1st round Playoffs	7 pm start time
November 8, 2024	2nd round Playoffs	7 pm start time



Thank you,

Brad Rose, CAA Activities Director

Valley Activities Department

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Special Event Lane Closure
Taste of the Junction Multicultural Festival, August 31, 2024

DATE: August 19, 2024

FINANCIAL IMPACT: None

BACKGROUND:

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

Rachelle Long is organizing the Taste of the Junction Multicultural Festival, to be held on Saturday, August 31st from 2:00 p.m. to 10:00 p.m. on Railroad Place and the 100 block of 4th Street. This requires Council approval because 4th Street is classified as a minor collector street.

The City is sponsoring this year's event through a \$1,500 donation from the Human Rights Commission, picnic tables supplied by the Public Services Department, and games provided by the Parks and Recreation Department.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Special Event Lane Closure for the Taste of the Junction Multicultural Festival

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	Greta Truman, City Attorney
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

ITEM: Approval of Appointment – Civil Service Commission

DATE: August 19, 2024

FINANCIAL IMPACT: None

BACKGROUND:

Ricky Mathai has served on the Civil Service Commission since April 2021, and the Mayor and Council thank him for his service to the community. Mayor Trimble recommends the appointment of Andi Lipman to serve on the Civil Service Commission for the remainder of the four-year term with an expiration of March 31, 2025, as well as a subsequent four-year term with an expiration of March 31, 2029.

Andi Lipman

316 46th Place

515-770-7888 (h)

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of appointment of Andi Lipman to the Civil Service Commission.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	July 19, 2024

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

The City of West Des Moines appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact the City Clerk's Office at (515) 222-3600 or TDD (Hearing Impaired) (515) 222-3334. The City of West Des Moines is committed to providing equal opportunity for citizen involvement.

Please indicate those Boards and/or Commissions on which you would be willing to serve by checking below:

- Board of Adjustment
- Civil Service Commission
- Library Board of Trustees
- Plan & Zoning Commission
- Sister Cities Commission
- Bicycle Advisory Commission

- Water Works Board of Trustees
- Human Services Advisory Board
- Human Rights Commission
- Public Arts Advisory Commission
- Valley Junction Events Committee
- Parks & Recreation Advisory Board

Name: Lipman, Andi S.
Last First Middle

Address: 316 46th Place, West Des Moines, IA 50265
Street City State Zip

Occupation: Attorney (retired)

Employer's Name & Address
N/A

Work Phone: _____ When can you be reached at this number?: _____

Home Phone: 515-770-7888 When can you be reached at this number?: Any time

E-mail address: andilipman@gmail.com

Length of residence in West Des Moines: 50 years

Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:
WDM School Board Member 2011-15; University of Iowa Hillel Board of Trustees 2019-24;

Iowa Bar Exam Grader 2012-19; Valley/Valley Southwoods PTO President 2020-2021

Please indicate below the reasons why you would like to be appointed to a Board or Commission and any specific skills or experience that you believe support your application.

I am a long time resident of WDM and civic minded. I enjoy being involved in the community. I was elected to the WDMCS board and served

as Vice President from 2014-16 and on the district's Facility and Finance Committee for 3 years. I also served on the board's HR committee for 2 years

I have been involved in WDM schools as PTO president, volunteer coordinator, and registration coordinator. During my time at Valley I created a clothing closet within Valley

for students in need of dress clothing for school events. I was inducted to the Valley HS Hall of Honor in 2023. I would bring the same dedication and commitment to the City of WDM.

Please list two references other than a family member:

Name: Sheldon Ohringer Relationship: Friend Phone: 303-324-7422

Name: Erika Cook Relationship: Friend Phone: 515-240-3103

Do you sell to, or are you in any manner a part to, any contract to furnish supplies, material, or labor to the City of West Des Moines? No If so, please list: _____

Have you ever been employed by the City? No If so, please list dates of employment and positions held.

Do you have relatives working for the City? Yes If so, please give name and relationship.

My son Charles Asher Lipman is a seasonal lifeguard for Valley View Aquatic Center (4 years)

Are you being sponsored by a community organization(s)? No If so, please list the following and attach a confirmation letter from said organization:

Organization: _____ Contact: _____

Phone Number: _____ Email: _____

Iowa Code Section 69.16A requires City boards/commissions to be gender balanced. Please indicate your gender.

Male Female Non-Binary

Applicant Signature: [Signature] Date: 7/11/2024

Please submit completed application to the office of the City Clerk as an electronic copy to ryan.jacobson@wdm.iowa.gov or as a paper copy to the following address:

City of West Des Moines
ATTN: City Clerk
4200 Mills Civic Parkway, Suite 2B
West Des Moines, IA 50265

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Administrative Policy on Public Purpose Use of City Funds **DATE:** August 19, 2024

FINANCIAL IMPACT: None

BACKGROUND: Requirements of the State of Iowa Constitution and the State of Iowa Code mandate that all expenditures of public funds meet a public purpose. The Iowa Supreme Court has emphasized that the concept of public purpose should be given a flexible and expansive scope to meet the challenges of increasingly complex social, economic, and technological conditions. However, Article III, Section 31 of the Iowa Constitution explicitly prohibits the spending of public funds on "private purposes". Recent directives from the State Auditor have suggested that transparency is important to, including using written agreements when appropriate, bringing items forward for Council discussion and approval as appropriate, and also having clear, concise written policies concerning the use of Public Funds.

As a result, staff has developed the attached Public Purpose Policy as an effort to provide greater clarity and consistency in the use of public funds.


This policy defines public purpose, including language which requires a demonstrated explanation that the expenditure directly benefits West Des Moines residents. The policy outlines allowable purchases such as supplies, equipment, contractual services, and capital improvements necessary for city operations. Conversely, it prohibits personal expenses, unauthorized gifts, or donations to non-profit organizations (unless City Council approved), political contributions, and non-business-related entertainment. This policy reinforces the City's commitment to fiscal responsibility and transparency, ensuring that public trust is maintained while efficiently using city resources.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approve the policy and direct the City Manager to implement same with an immediate effective date.

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

STAFF REVIEW:

Department Director	Tom Hadden
Appropriations/Finance	Tim Stiles
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	August 8, 2024		
Recommendation	<table border="1" style="display: inline-table;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> </table>	Yes	No
Yes	No		

City Policy on Public Purpose Use of City Funds

1. Purpose

1.1. This policy establishes guidelines for the appropriate use of public funds by City of West Des Moines employees when making purchases on behalf of the city. All expenditures of city funds must comply with the public purpose doctrine as established in the Iowa Constitution and Iowa Code. Public funds shall only be used for purposes that provide a public benefit to the community as a whole and directly relate to legitimate government functions. All expenditures of public money must serve a public purpose and directly benefit the City of West Des Moines residents. Public purpose is defined as any expenditure that promotes the health, safety, morals, general welfare, security, prosperity, and contentment of the residents of the City of West Des Moines.

2. Scope

This policy applies to all City employees, elected officials, appointed members of boards, commissions, committees, and any consultants or contractors handling City funds.

3. Policy

3.1. Allowable Purchases

- 3.1.1. City funds may be used to purchase goods and services that further the city's authorized functions, operations, and activities. Allowable purchases include but are not limited to:
- 3.1.2. Supplies, materials, and equipment necessary for city departments to carry out their duties, such as office supplies, safety equipment, and machinery
- 3.1.3. Contractual services required for city operations (e.g. maintenance, repairs, professional services)
- 3.1.4. Capital improvements and infrastructure projects
- 3.1.5. Employee training, travel, and professional development related to city roles
- 3.1.6. Public outreach, communications, and community engagement efforts
- 3.1.7. Technology, software, and IT services to support city technology needs
- 3.1.8. Utilities, facilities maintenance, and operational costs for city buildings and property

3.2. Prohibited Purchases

- 3.2.1. City funds cannot be used for purchases that do not serve a public purpose or provide a direct public benefit. Prohibited purchases include but are not limited to:
- 3.2.2. Personal purchases or expenses for employees
- 3.2.3. Gifts, donations, or charitable contributions to individuals or organizations unless explicitly approved by the City Council for a recognized public purpose
- 3.2.4. Political contributions

- 3.2.5. Alcohol, tobacco, or recreational substances
- 3.2.6. Entertainment, hospitality, or social event expenses unrelated to city business or without direct benefit to West Des Moines residents
- 3.2.7. Personal membership fees or dues for individuals
- 3.2.8. Anything illegal or contrary to city policies and regulations

3.3. Approval Process

- 3.3.1. All purchases using city funds must go through the standard procurement processes and be approved by the appropriate department head or authorized personnel. Purchases over a certain dollar threshold may require additional approvals. This includes purchases made with a PCard. See Purchasing and Procurement Card Policies for more information.

3.4. Compliance

- 3.4.1. Employees are responsible for ensuring city funds are used appropriately and solely for public purposes that benefit City of West Des Moines residents. Misuse of public funds may result in disciplinary action up to and including termination of employment. The finance department will conduct regular audits and reviews to ensure compliance with this policy. Suspected fraud or abuse should be reported immediately. See also Employee Handbook Section 10 on Business Expenses.

3.5. Questions

Any questions about allowable or prohibited purchases under this policy should be directed to your supervisor and if needed, to the City Attorney's office. Employees are encouraged to seek clarification proactively to avoid potential issues.

4. Distribution

- 4.1. Mayor and City Council, Boards & Commissions, City Attorney's Office, Department Directors and all regular full-time and part-time employees.

Authorized by the City Manager/City Council effective _____; revised _____; last revised _____ Date

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

DATE: August 19, 2024

ITEM:

Motion – Approving Change Order #1
2023 Sewer Manhole Rehabilitation Program

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$194,839.70	3/18/2024	
Change Order #1	\$23,440.80	Pending	Additional lining thickness
Total	\$218,280.50		

Costs for these change order items will be paid from account no. 640.000.000.5250.490 with the ultimate funding intended to come from Sanitary Sewer Fee Revenue.

BACKGROUND:

This is an ongoing maintenance program to rehabilitate existing portions of the City's sanitary sewer system. Previous inspections of these sanitary sewer manholes revealed defects at several locations. The project consists of work at 34 manholes.

Change Order #1 adjusts the quantities of existing pay items to account for the additional interior cementitious lining thickness needed on several manholes due to worse than expected existing conditions. The change order amount does not exceed \$25,000 which can normally be approved by the City Engineer per the City's purchasing policy, but the aggregate of all change orders on this project exceeds 10% of the original contract and thus needs full City Council approval. City Staff recommend approval of Change Order #1.

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Motion Approving Change Order #1 for the 2023 Sewer Manhole Rehabilitation Program.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 12, 2024		
Recommendation	Yes	No	Split



CITY OF WEST DES MOINES

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

CHANGE ORDER

Distribution:
 Owner X
 Engineer X
 Contract X
 Other

Contractor: **Structured Solutions, LLC**
814 W Pearl St
Union City, IN 47390

Project Title	2023 Manhole Rehabilitation Program	
WDM Project File Number	0510-009-2023	
Purchase Order Number	2024-00000666	
Orig. Contract Amount & Date	\$194,839.70	3/18/2024
Change Order Number	1	
Date	8/5/2024	

THE CONTRACT IS CHANGED AS FOLLOWS: During preliminary cleaning and televising of the manholes included in the rehabilitation program it was found that the deterioration was considerably worse than first thought. As a result it was determined that an additional 0.75" of cementitious lining will be required on most of the manholes to replace the loose material that came off during cleaning. The thicker lining requires the addition of two new bid items and an adjustment of quantities to the revised thicknesses. This change also requires significantly more cementitious material shipping and handling. A new bid item is being added to cover these shipping and handling costs.

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
1.4	48-IN DIA MANHOLE LINING - 0.50" CEMENTITIOUS WITH 125 MILS EPOXY	VF	\$326.00	-30.1	(\$9,812.60)
1.5	48-IN DIA MANHOLE LINING - 0.75" CEMENTITIOUS WITH 125 MILS EPOXY	VF	\$340.00	-177.5	(\$60,350.00)
1.6	48-IN DIA MANHOLE LINING - 1.00" CEMENTITIOUS WITH 125 MILS EPOXY	VF	\$353.00	-116.2	(\$41,018.60)
1.7	60-IN DIA MANHOLE LINING - 1.00" CEMENTITIOUS WITH 125 MILS EPOXY	VF	\$375.00	-33.8	(\$12,675.00)
1.8	48-IN DIA MANHOLE LINING - 1.50" CEMENTITIOUS WITH 125 MILS EPOXY	VF	\$380.00	177.5	\$67,450.00
1.9	48-IN DIA MANHOLE LINING - 1.75" CEMENTITIOUS WITH 125 MILS EPOXY	VF	\$395.00	116.2	\$45,899.00
1.11	48-IN DIA MANHOLE LINING - 1.25" CEMENTITIOUS WITH 125 MILS EPOXY	VF	\$368.00	30.1	\$11,076.80
1.12	60-IN DIA MANHOLE LINING - 1.75" CEMENTITIOUS WITH 125 MILS EPOXY	VF	\$428.00	33.8	\$14,466.40
1.13	ADDITIONAL SHIPPING & HANDLING FOR INCREASED LINING THICKNESS	LS	\$8,404.80	1	\$8,404.80
TOTAL					\$23,440.80

CHANGE ORDER SUMMARY

The Original Contract Sum was	\$194,839.70
Net Change by previously authorized Change Orders	\$0.00
The Contract Sum prior to This Change Order was	\$194,839.70
The Contract Sum will be revised by this Change Order in the amount of	\$23,440.80
The new Contract Sum including this Change Order will be	\$218,280.50
Aggregate Change Order as a percent of Original Contract (if greater than 10% of the original contract, Council Subcommittee recommendation and all signatures through the full Council are required)	12.03%
The Contract Time will be changed by	20 Days
The date of Final Completion as of the date of this Change Order therefore is	October 25, 2024

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

Contractor: Structured Solutions LLC Signature: <u><i>J. Price</i></u> Name: Joshua Price Title: Estimator Date: Aug 7, 2024	Recommended By: AECOM Signature: <u><i>Todd Allyn</i></u> Name: Todd.Alyn@aecom.com Todd Allyn Title: Project Manager Date: Aug 7, 2024	Checked By: <u><i>RP</i></u> City of West Des Moines Signature: <u><i>Brian Hemesath</i></u> Name: Brian Hemesath Title: City Engineer Date: Aug 8, 2024
--	---	--

Owner: City of West Des Moines

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

Signature: Russ Paramore
Russ Paramore (Aug 8, 2024 08:26 CDT)

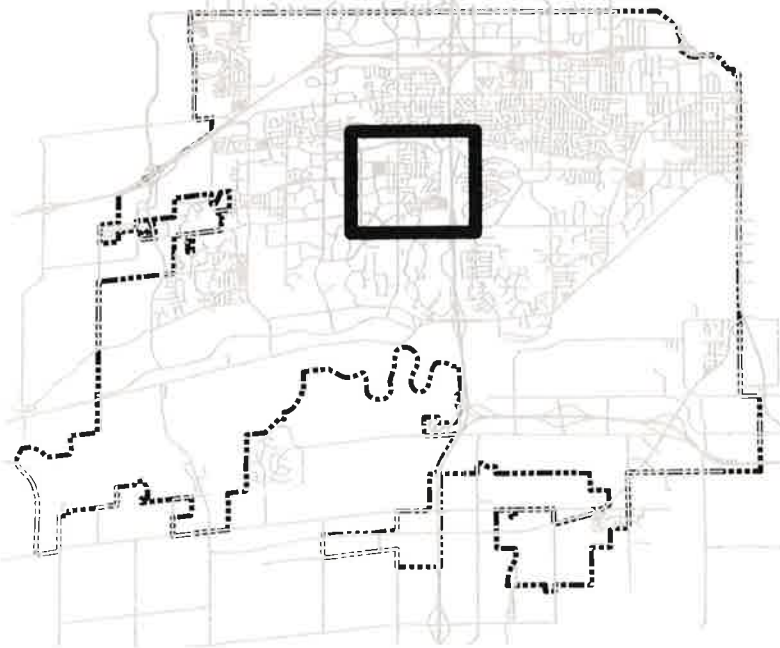
Email: russ.paramore@wdm.iowa.gov

Signature: Jason Schlickbernd
Jason Schlickbernd (Aug 8, 2024 10:36 CDT)

Email: jason.schlickbernd@wdm.iowa.gov



VICINITY MAP



LEGEND

PROJECT LOCATION ●



PROJECT:

2023 Sewer Manhole Rehabilitation Program

LOCATION:

Exhibit 'A'

DRAWN BY: JPM

DATE: 2/9/2024

PROJECT NUMBER/NAME: 0510-009-2023

SHT. 1 of 1

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

DATE: August 19, 2024

ITEM:

Motion – Approving Amendment No. 1 to Professional Services Agreement
2024 HMA Resurfacing Program

FINANCIAL IMPACT:

The original Professional Services Agreement included a maximum fee of \$254,000.00 for Basic Services of the Consultant and \$215,000.00 for Resident Consultant Services. Amendment No. 1 increases the Basic Services of the Consultant by \$16,900.00. The new maximum not-to-exceed fee thus becomes \$485,900.00. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds and Road Use Tax.

BACKGROUND:

I+S Group, Inc. (ISG) is working under an existing Agreement dated July 5, 2023 to perform the professional services necessary for the 2024 HMA Resurfacing Program at various locations throughout the City. This program also includes replacement of any ADA sidewalk ramps that are impacted by the project or are deemed to be non-compliant.

Amendment No. 1 includes additional Basic Services of the Consultant to accommodate expanded work on 18th Street from Buffalo Road to Center Place, Pleasant Drive from 13th Street to 16th Street, 13th Street from Pleasant Drive to Ashworth Road, and SE 50th Street south of SE Maffitt Lake Road. The 2024 HMA Resurfacing Program was the last of the pavement management programs (2024 Street Reconstruction, 2024 PCC Patching Program, and 2024 HMA Resurfacing Program) to be bid. Based on anticipated budget that would remain after the other two projects were bid, additional work was added to the 2024 HMA Resurfacing Program to maximize the budget allotted. This additional work was not in the original scope of the project. City Staff recommend approval of Amendment No. 1.

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 1 to Professional Services Agreement for the 2024 HMA Resurfacing Program.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 12, 2024		
Recommendation	Yes	No	Split

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

This AMENDMENT is made and entered into this 19th day of August, 2024, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and I+S Group, Inc. (ISG), (Fed. I.D. #41-0995051), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant", hereby amends the original Agreement dated July 5, 2023 as follows:

1. SCOPE OF SERVICES

The Scope of Services as described in the original Agreement for the 2024 HMA Resurfacing Program (Project No. 0510-003-2024), Attachment 1 are amended as follows:

Field Review and Assessment of 18th Street, Pleasant Drive, 13th Street, and S. 50th Street. Updating Specifications and Construction drawings to include 18th Street, Pleasant Drive, 13th Street, and S. 50th Street segments in the project.

2. SCHEDULE

The Project Schedule of the professional services as described in the original Agreement, Attachment 2 is amended as follows: No Change.

3. COMPENSATION

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

	<u>Original Fee</u>	<u>Previously Amended Fee</u>	<u>Additional Fee</u>	<u>Total Fee</u>
I. Basic Services of the Consultant	\$254,000	\$0.00	\$16,900	\$270,900
II. Resident Consultant Services	<u>\$215,000</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$215,000</u>
Total Services	\$469,000	\$0.00	\$16,900	\$485,900

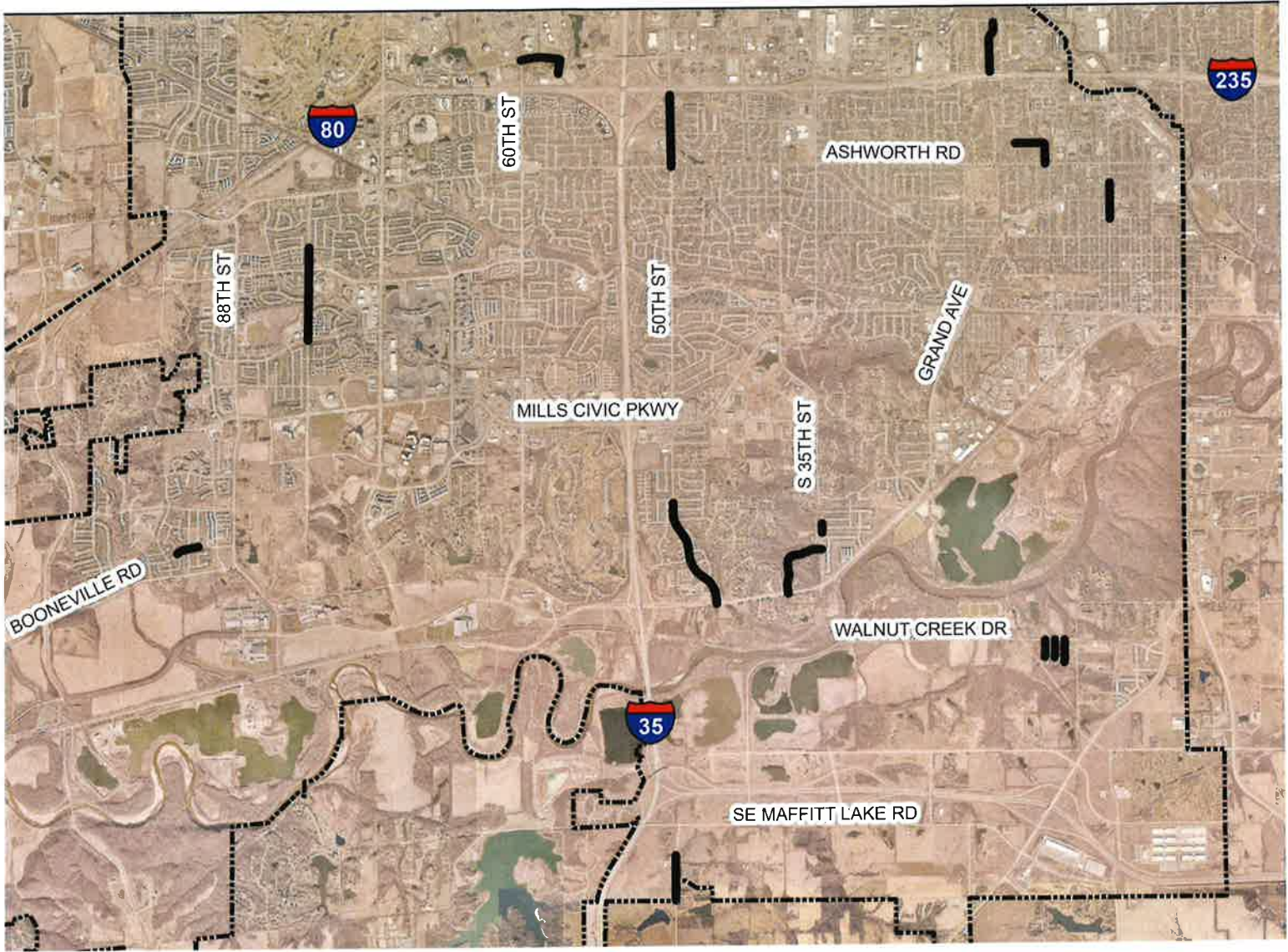
This AMENDMENT is subject to all provisions of the original Agreement. This AMENDMENT together with the Agreement represents the entire and integrated AGREEMENT between the City and Consultant, as executed on the date written above.

I+S Group, Inc (ISG)

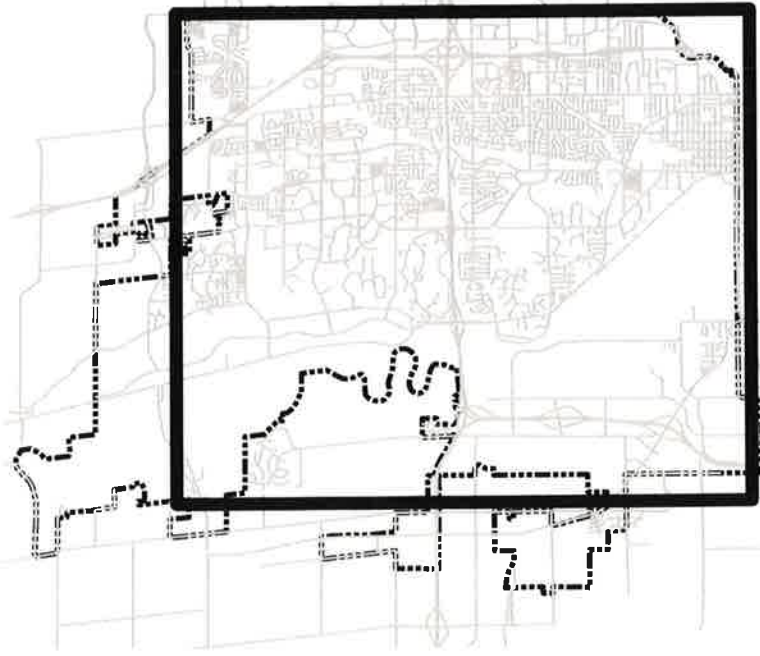
BY: 
Nick Frederiksen, Senior Project Manager

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:				2024 HMA Resurfacing Program	
LOCATION:				Exhibit 'A'	
DRAWN BY: JPM	DATE: 3/11/2024	PROJECT NUMBER/NAME: 0510-003-2024	SHT. 1 of 1		

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of 28E Agreement to Provide Hotel/Motel Funding Assistance to Non-Profit Organization **DATE:** August 19, 2024

FINANCIAL IMPACT: The City's projected FY 2024-25 hotel/motel tax revenues are \$5,000,000 and allocated expenditures (including funds being disbursed with this action) are \$5,049,160. If actual revenues and expenditures follow the budget accordingly, at fiscal year-end (June 30, 2025) the Hotel/Motel Tax fund balance will be \$803,967.

BACKGROUND: Discretionary funding to 16 separate non-profit organizations totaling \$397,000 was approved by the City Council on April 1, 2024, following the recommendation of the Finance & Administration Subcommittee. Following Council's approval, staff prepared a 28E Agreement with each organization to memorialize, among other terms, the amount of funds to be paid by the city and the beneficial services provided in return by the non-profit. 14 of the 16 agreements were approved at previous Council meetings on July 1 and July 15, 2024. One more agreement is included with this item for Council approval:

- 1) West Des Moines Community Schools (Valley Southwoods Robotics)


Funds will be disbursed to this organization following approval. Executed agreements with the remaining organization will be brought forward for approval if/when it becomes available.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Adopt Resolution approving the 28E Agreement.

Lead Staff Member: Tim Stiles, Finance Director 

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	January 10, 17 and 24, 2024		
Recommendation	Yes	No	Split

RESOLUTION NO. _____

RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF WEST DES MOINES, IOWA, AND THE NON-PROFIT ORGANIZATION IDENTIFIED BELOW

WHEREAS, the City and Non-Profit Organization desires to engage in a relationship whereby the City contributes funds in return for services which benefit the public as approved by the City Council on April 1, 2024; and

WHEREAS, staff has negotiated all terms and conditions of an agreement with the Organization under the provisions of Iowa Code Chapter 28E; and

NOW, THEREFORE, BE IT RESOVLED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA,

- A. The 28E Agreement between the City of West Des Moines and West Des Moines Community Schools (Valley Southwoods Robotics) is hereby approved.
- B. The Mayor is authorized to sign the 28E Agreement and the City Clerk is directed to attest to the Mayor's signature.
- C. The City Clerk is directed to electronically file a copy of the 28E Agreement with the Secretary of State of Iowa upon execution by all parties.

PASSED AND APPROVED, this 19th day of August 2024.

Kevin Treillyan, Mayor Pro-Tem

ATTEST:

Ryan Jacobson, City Clerk

**28E AGREEMENT BETWEEN
WEST DES MOINES COMMUNITY SCHOOLS
(VALLEY SOUTHWOODS ROBOTICS)
AND THE CITY OF WEST DES MOINES, IOWA**

THIS 28E AGREEMENT (the "Agreement"), dated this ____ day of ____, 2024, is by and between **WEST DES MOINES COMMUNITY SCHOOLS (VALLEY SOUTHWOODS ROBOTICS)** (the "Agency") and the **CITY OF WEST DES MOINES, IOWA** (the "City").

WHEREAS, the Agency is a private agency as defined in Iowa Code Section 28E.2, and is an Iowa school corporation duly formed and existing pursuant to the laws of the State of Iowa; and

WHEREAS, the City is a public municipal corporation duly formed and existing pursuant to the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS, Iowa Code Chapter 28E authorizes public agencies to enter into agreements for joint or cooperative action with public or private entities; and

WHEREAS, the Agency organizes and provides the knowledge necessary to provide such activities; and

WHEREAS, the City desires to provide assistance to community organizations that help fill the West Des Moines community's needs; and

WHEREAS, pursuant to Iowa Code Chapter 28E, it is the intention to create a cooperative contractual relationship to ensure opportunities under this cooperative effort are provided to residents within the City and assures the endeavor serves this important public purpose.

1. Purpose. The purpose of this Agreement is to provide for the terms and conditions on which the City will make available to the Agency, and the Agency will utilize financial assistance for the projects specifically contemplated in this Agreement. This Agreement is being made in furtherance of the respective obligations of the City and the Agency to use public funds for public purposes and is intended to maximize efficiencies in that regard.
2. Effective Date. The parties agree that this Agreement shall be effective, after its approval by the respective governing bodies of the City and the Agency, upon execution by the parties and its filing with the Iowa Secretary of State.
3. Duration. This Agreement will thereafter remain in effect until June 30, 2025, unless terminated earlier pursuant to the termination provisions set forth in section Seven (7) of this Agreement.

4. Administration. No separate legal or administrative entity or joint board will be established by this Agreement. The Director of the Agency will be designated as the administrator of the Agreement for the purpose of Iowa Code Section 28E.6. The Agency shall administer this Agreement on behalf of the Agency and the West Des Moines City Manager shall administer this Agreement on behalf of the City. No joint budget will be established or maintained for the purpose of carrying out the terms of this Agreement.
5. City Participation. The City may participate by providing funds to the Agency for projects approved and completed under this Agreement. These funds are to provide support for the services provided by the Agency as summarized in Section 6 below. City agrees to provide funds in the amount of **\$8,998.00 (eight thousand nine hundred ninety-eight dollars)** at its earliest convenience following execution of the Agreement by all parties.
6. Agency Services. Prior to June 30, 2025, the agency will make available its staff and volunteers involved with the Agency's programming to host an off-season robotics competition at Valley Southwoods that invites robotics teams from around various states to compete.

As part of providing appropriate services,

- a. The Agency may be asked to provide the City annual reporting to the City as to the progress of Agency Services. In addition, the Agency will make available to the City any other information the City may request, including but not limited to:
 - Income statement with total revenues and expenses
 - Number of West Des Moines residents served
 - b. Upon request by the City, the Agency shall make available an accounting of funds received and expended in connection with this Agreement.
 - c. The Agency will carry workers compensation insurance covering its staff and if necessary, volunteers, in amounts established by law.
 - d. The Agency's employees, volunteers and staff members shall be the Agency's responsibility and shall be in no way considered employees, staff members, or volunteers of the City.
7. Termination.
- a. Termination with or without cause. Either party may terminate this Agreement at any time with or without cause by giving written notice to the other party, provided that written notice of the termination is given by the

terminated party to the non - terminating party at least thirty (30) days prior to the effect of the termination.

- b. Agreement to terminate. This Agreement may also be terminated at any time by written agreement of the parties.
 - c. Disposition of property upon termination. Upon termination of this Agreement, any monetary proceeds received by the Agency and held by the Agency on the date the notice of termination was issued in section 7(A) of this Agreement, on the effective date of the agreement to terminate as provided for in section 7(B), or on June 30, 2025, whichever occurs first, shall be returned to the City within seven (7) days of the date of termination. No real or personal property will be acquired or held for the purposes of this Agreement, except to the extent provided herein as it pertains to the return of monetary proceeds remaining as of the date of the termination. The Agency and the City will retain sole possession and use of its respective property.
8. Compliance. Each party agrees that it will comply with all Federal, State and Local laws and regulations applicable to its performance under this Agreement. This Agreement shall be binding upon the Agency, its administrators, executors, legal representatives, successors, and assigns, and shall inure to the benefit of and be available to the parties, heirs, assigned administrators, officers and legal representatives.
 9. Status of the Parties. It is expressly understood and agreed by the parties that nothing contained in this Agreement will be construed to create a partnership, association, or other affiliation or like relationship between the parties, being specifically agreed that their relation is and will remain that of independent parties to a cooperative contractual relationship. In no event will either party be liable for the debts or obligations of the other party.
 10. Notices. All notices and other communications to be given under this Agreement will be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified:

To the Agency:

**WEST DES MOINES COMMUNITY SCHOOLS (VALLEY
SOUTHWOODS ROBOTICS)**

Attn: Dean Lange
3650 Woodland Avenue
West Des Moines, IA 50266

To the City:

City of West Des Moines
Attn: City Manager
4200 Mills Civic Parkway
PO Box 65320
West Des Moines, Iowa 50265

11. Indemnification. To the extent authorized by law, each party agrees to indemnify and to hold the other party, its elected officers, agents, employees, successors, and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein, or b) by reason of the torts of the indemnifying party.
12. Jurisdiction and Venue. The Agency agrees 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. The Agency and City consent to the district court in and for Polk County, Iowa as proper venue.
13. Severability. If any provision of this Agreement is held illegal or invalid, the illegality or invalidity of such provision will not affect any of the remaining provisions and this Agreement will be construed and enforced as if such illegal or invalid provision had not been contained herein.
14. Waiver. The failure of either of the parties to enforce any right or provision under this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.
15. Representations and Warranties. The Agency covenants with the City that it has good right and lawful authority to make and execute this Agreement. The Agency warrants that it will defend this Agreement against the lawful claims of all persons.
16. Assignment. Neither party may assign any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent. This Agreement will be binding upon the Agency, its administrators, executors, legal representatives, successors, and assigns, and shall inure to the benefit of and be available to the parties, heirs, assigned administrators, officers and legal representatives.
17. No Third-Party Beneficiaries. This Agreement is entered into by and between the parties hereto for their benefit. There is no intent by any party to create, imply, or establish a third-party beneficiary or status or rights in any person except as

expressly set forth in this Agreement, and no such third party will have any right to enforce any benefit created or established under this Agreement.

18. Entire Agreement. This Agreement supersedes all previous agreements, amendments, arrangements, and understandings between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

19. Amendments. This Agreement may be amended by a written instrument approved and executed by the Agency and the City and filed with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8.

IN WITNESS WHEREOF, this Agreement has been approved by appropriate action and duly executed by the parties on the dates written below.

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

**WEST DES MOINES COMMUNITY
SCHOOLS (VALLEY SOUTHWOODS
ROBOTICS),**
an Iowa nonprofit corporation



(Signature)
Russ Trimble, Mayor

(Signature)
Dean Lange, Teacher

ATTEST:

Ryan T. Jacobson, City Clerk

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

DATE: August 19, 2022

ITEM: Resolution approving the Amendment to 28E Agreement for West Des Moines Park (Arboretum) Project between the City of West Des Moines and Community Foundation of Greater Des Moines

FINANCIAL IMPACT: The 28E Agreement allows the Community Foundation of Greater Des Moines (“Foundation”) to serve as custodian for funds raised which are designated toward the project and allows the Foundation to disburse funds to pay contractors and other parties for costs related to the project. The Foundation will be reimbursed for its costs of administration of direct expenses including an administration fee as defined in the fund. No additional financial impact with this Amendment.

BACKGROUND: On December 18, 2023, Council approved the 28E Agreement. Since that time, the West Des Moines Historical Society obtained and is now donating Parcel 2020-84 to the City under separate action. This Amendment adds Parcel 2020-84 to the definition of “Property” within the 28E Agreement.


OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve the Amendment to 28E Agreement for West Des Moines Park (Arboretum) Project between the City of West Des Moines and Community Foundation of Greater Des Moines.

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

STAFF REVIEWS

Department Director	Ryan Penning, Director of Parks & Recreation
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			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CHAPTER 28E AGREEMENT FOR WEST DES MOINES PARK (ARBORETUM) PROJECT BETWEEN THE CITY OF WEST DES MOINES AND COMMUNITY FOUNDATION OF GREATER DES MOINES

WHEREAS, on December 18, 2023 the Community Foundation of Greater Des Moines and the City of West Des Moines entered into a 28E Agreement under the provision of Chapter 28E of the Code of Iowa; and

WHEREAS, the City has acquired Parcel 2020-84 from the West Des Moines Historical Society by separate action and Parcel 2020-84 needs to be added to the definition of “Property” within the 28E Agreement; and

WHEREAS, the Community Foundation of Greater Des Moines and the City of West Des Moines desire to enter into an Amendment to the 28E Agreement to add Parcel 2020-84 to the definition of Property.

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

1. That the Amendment to 28E Agreement, a copy of which is hereto attached, be duly approved and is authorized to be filed in the office of the Iowa Secretary of State, and all things necessary to place said Amendment to 28E Agreement in full force and effect in accordance with Chapter 28E, Code of Iowa, is herewith authorized.
2. The Mayor and City Clerk are hereby authorized and directed to prepare and execute all documents necessary for the Amendment to 28E Agreement, and the City Clerk is directed to file the same with the State of Iowa as provided by Chapter 28E

PASSED AND APPROVED on the 19th day of August, 2024.

Kevin Trevyllian, Mayor Pro Tem

Attest:

Ryan T. Jacobson, City Clerk

**AMENDMENT TO AGREEMENT FOR
WEST DES MOINES PARK (ARBORETUM) PROJECT
BETWEEN
CITY OF WEST DES MOINES
AND
COMMUNITY FOUNDATION OF GREATER DES MOINES**

This Amendment to Agreement for West Des Moines Park (Arboretum) Project is ("Amendment") is made and entered into this ___ day of _____, 2024, by and between the City of West Des Moines, Iowa, ("City"), whose address for the purpose of this Amendment is 4200 Mills Civic Parkway, West Des Moines, Iowa, 50265, and the Community Foundation of Greater Des Moines, an Iowa non-profit corporation, ("Foundation") whose address for the purpose of this Amendment is 1915 Grand Avenue, Des Moines, Iowa 50309.

WHEREAS, the City and Foundation entered into an Agreement for West Des Moines Park (Arboretum) Project pursuant to the provisions of Chapter 28E of the Code of Iowa, and filed with the Secretary of State of Iowa on December 22, 2023, Filing Number M516633 ("Agreement"); and

WHEREAS, the City and Foundation wish to amend the provisions of the Agreement regarding the definition of "Property"; and

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the parties to this Amendment agree as follows.

1. The definition of "Property" contained in the second paragraph of the original Agreement is hereby revised to read, in its entirety, as follows:

WHEREAS, the City owns 2296 Grand Avenue, West Des Moines, Iowa and Parcel "2020-84" (the "Property") and desires to create a city park and arboretum (the "Project") through contributions from donors; and

2. This Amendment is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. The parties hereto shall cause this Amendment to be filed with the Secretary of State of Iowa in an electronic format in accordance with the provisions of Iowa Code Section 28E.8.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their proper officers, duly authorized, therefore.

CITY OF WEST DES MOINES

Kevin Trevillyan, Mayor Pro Tem

ATTEST:

Ryan T. Jacobson, City Clerk

COMMUNITY FOUNDATION OF GREATER DES MOINES

Kristine M. Knous

Kristi M. Knous, President

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: August 19, 2024

ITEM:

Resolution - Accepting Work
Digital Enterprise Last Mile Conduit Deployment Segment 1 Phase 2

FINANCIAL IMPACT:

The total construction cost for the Digital Enterprise Last Mile Conduit Deployment Segment 1 Phase 2 was \$2,670,264.50 which was paid from account no. 670.000.000.5250.490 with the ultimate funding intended to come from American Rescue Plan Act Grant Funds or General Obligation Bonds. The original cost of the project was \$2,733,035.25. There were four (4) Change Orders on the project that totaled (\$62,770.75).

BACKGROUND:

Kramer Service Group was working under an agreement dated February 21, 2022, for construction services for the Digital Enterprise Last Mile Conduit Deployment Segment 1 Phase 2. Work on this project included installation of a multi-user fiber conduit network within public right-of-way to support the connection of every residence and business wishing to connect from I-80 to University Avenue and 98th St to I-35/I-80 in West Des Moines.

This action accepts the public improvements and authorizes staff to pay the retainage no sooner than 30 days.

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Work for the Digital Enterprise Last Mile Conduit Deployment Segment 1 Phase 2.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 12, 2024		
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING WORK

WHEREAS, on February 21, 2022, the City Council entered into a contract with Kramer Service Group of Weyerhaeuser, WI, for the following described public improvement:

**Digital Enterprise Last Mile Conduit Deployment Segment 1 Phase 2
Project No. 0510-021-2021**

and,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on August 19, 2024; and,

WHEREAS, the City has retained 5% of the construction costs;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$2,670,264.50 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$133,513.23 which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

PASSED AND APPROVED on this **19th** day of **August, 2024**.

Kevin L. Trevillyan, Mayor Pro tem

ATTEST:

Ryan T. Jacobson
City Clerk



ENGINEERING SERVICES
 4200 Mills Civic Parkway, Suite 2D
 PO Box 65320
 West Des Moines, IA 50265-0320
 (515) 222-3475 Fax (515) 273-0602

PAY REQUEST

Contractor: **Kramer Service Group**
P.O. Box 71
Weyerhaeuser, WI 54895
www.kramerservice.com
Office Number 715-353-2431





Project Title	SEGMENT 1-2 Last Mile Conduit	
WDM Project File Number	0510-021-2021	
Purchase Order Number	2022-00000686	
Orig. Contract Amount & Date	\$2,733,035.25	03/28/22
Estimated Completion Date	12/18/22	
Pay Period End Date	8/5/24	
Pay Request Number	Retainage	
Date	08/05/24	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1	TRAFFIC CONTROL	LS	1.00	\$15,000.00	\$15,000.00	1.00	\$15,000.00
2	CONSTRUCTION SURVEY	LS	1.00	\$50,000.00	\$50,000.00	1.00	\$50,000.00
3	AS-BUILDING	LS	1.00	\$35,000.00	\$35,000.00	1.00	\$35,000.00
4	EROSION CONTROL	LS	1.00	\$5,000.00	\$5,000.00	1.00	\$5,000.00
5	CONDUIT, FINISH & INSTALL 7-WAY MICRODUCT	LF	57,692.00	\$9.00	\$519,228.00	57,692.00	\$519,228.00
6	CONDUIT, FINISH & INSTALL 1.5" ORANGE	LF	58,279.00	\$6.25	\$364,243.75	58,279.00	\$364,243.75
7	CONDUIT, FINISH & INSTALL 1.5" GREEN	LF	25,887.00	\$12.00	\$310,644.00	25,887.00	\$310,644.00
8	CONDUIT, FINISH & INSTALL 1.5" BLUE	LF	65,073.00	\$6.25	\$406,706.25	65,073.00	\$406,706.25
9	CONDUIT, FINISH & INSTALL 1.0" BLUE STRIPE	LF	112,132.00	\$2.50	\$280,330.00	112,132.00	\$280,330.00
10	CONDUIT, FINISH & INSTALL 1.25" ORANGE	LF	21,163.00	\$4.50	\$95,233.50	21,163.00	\$95,233.50
11	VAULT, INSTALL ONLY, SMALL ROUND VAULT	EACH	290	\$300.00	\$87,000.00	290	\$87,000.00
12	VAULT, FURNISH & INSTALL, LARGE RECTANGULAR VAULT	EACH	100	\$1,200.00	\$120,000.00	100	\$120,000.00
13	VAULT, FURNISH & INSTALL, LARGE ROUND VAULT	EACH	94	\$1,200.00	\$112,800.00	94	\$112,800.00
14	VAULT, FURNISH & INSTALL, MEDIUM ROUND VAULT	EACH	172	\$850.00	\$146,200.00	172	\$146,200.00
15	VAULT, INSTALL ONLY, SMALL ROUND VAULT (EXISTING CONDUIT)	EACH	9	\$300.00	\$2,700.00	9	\$2,700.00
16	EQUIPMENT, FURNISH & INSTALL, TEST STATION	EACH	284	\$100.00	\$28,400.00	284	\$28,400.00
17	CABLE, FURNISH & INSTALL, TRACER WIRE	LF	141,858	\$0.50	\$70,929.00	141,858	\$70,929.00
18	CONDUIT INSTALL AT UNION PACIFIC RAILROAD	LS	1.00	\$5,000.00	\$5,000.00	1	\$5,000.00
19	RESTORATION	LS	1.00	\$15,000.00	\$15,000.00	1.00	\$15,000.00
CO 1,1	SIWALK PANEL, REMOVE AND REPLACE	EACH	1.00	\$650.00	\$650.00	1	\$650.00
CO 4,1	GO BACK FOR ADDITIONAL LABOR	LS	1.00	\$200.00	\$200.00	1	\$200.00
TOTAL					\$2,670,264.50		\$2,670,264.50

MATERIALS STORED SUMMARY			
Description	# of Units	Unit Price	Extended Cost
			\$0.00
			\$0.00
TOTAL			\$0.00

PAY REQUEST SUMMARY			
		Total Approved	Total Completed
Contract Price		\$2,733,035.25	\$2,670,264.50
Approved Change Order 1		\$1,300.00	
Approved Change Order 2		\$0.00	
Approved Change Order 3		\$(64,370.75)	
Approved Change Order 4		\$300.00	
Revised Contract Price		\$2,670,264.50	\$2,670,264.50
Materials Stored			\$0.00
Retainage (5%)			\$0.00
Total Eamed Less Retainage			\$2,670,264.50
Pay Request #1 Thru #3	\$248,452.17	Pay Request #1 Thru # 8	\$2,355,209.22
est #4 W.E. 07-07-2022	\$555,452.65	Pay Request #9 W.E. 10-07-2022	\$46,885.65
est #5 W.E. 08-06-2022	\$423,301.78	Pay Request #10 W.E. 10-29-2022	\$23,643.68
est #6 W.E. 08-26-2022	\$566,714.88	Pay Request #11 W.E. 11-11-2022	\$53,526.61
Request #7 W.E. 09-09-2	\$343,660.60	Pay Request #12 W.E. 05-27-2023	\$24,841.27
est #8 W.E. 09-23-2022	\$217,627.14	Pay Request #13 W.E. 05-27-2023	\$11,744.84
		Pay Request #14 W.E. 12-11-2023	\$20,900.00
		Total Previously Approved	\$2,536,751.27
		Amount Due This Request	\$133,513.23
		Percent Complete	100%
		Percent of Contract Period Utilized	325%

The amount **\$133,513.23** is recommended for approval for payment in accordance with the terms of the Contract

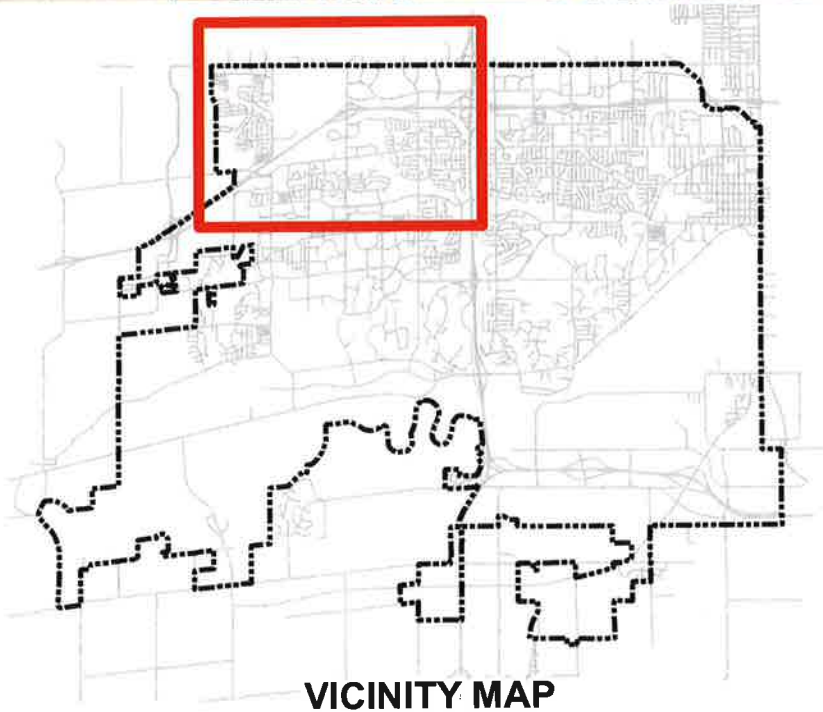
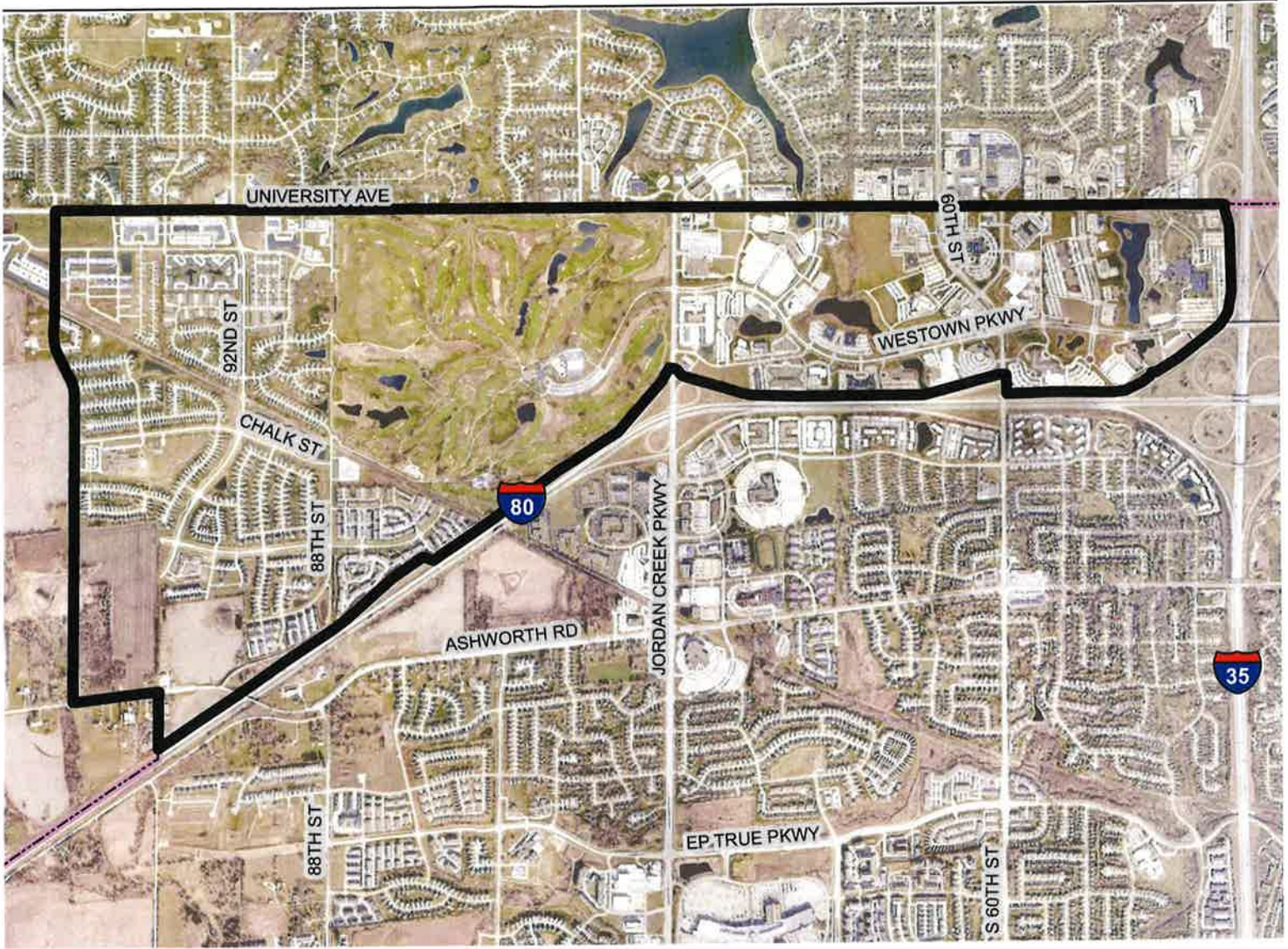
Contractor: kramer Service Group	Recommended By: Tony Taylor	Checked By:  City of West Des Moines
Signature: 	Signature: 	Signature: 
Name: Brent LaBrie	Name: Tony Taylor	Name: Brian Hemesath
Title: President	Title: HDR Project Manager	Title: City Engineer
Date: Aug 5, 2024	Date: Aug 5, 2024	Date: Aug 5, 2024

Signature: 
Kelly Sand (Aug 5, 2024 14:56 CDT)

Email: kelly.sand@wdm.iowa.gov

Signature: 

Email: ben.mcalister@wdm.iowa.gov



LEGEND

PROJECT LOCATION



VICINITY MAP



PROJECT: **West Des Moines Digital Enterprise Conduit Deployment Segment 1 Phase 2**

LOCATION: **Exhibit "A"**

DRAWN BY: BJM

DATE: 12/27/2021

PROJECT NUMBER/NAME: 0510-021-2021

SHT. 1 of 1

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

DATE: August 19, 2024

ITEM:

Resolution - Accepting Work
Digital Enterprise Private Streets Conduit Deployment

FINANCIAL IMPACT:

The total construction cost for the Digital Enterprise Private Streets Conduit Deployment was \$2,591,150.10 which was paid from account no. 670.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds. The original cost of the project was \$2,489,913.13. There were three (3) Change Orders on the project that totaled \$101,236.97.

BACKGROUND:

Kramer Service Group was working under an agreement dated December 5, 2022, for construction services for the Digital Enterprise Private Streets Conduit Deployment. Work on this project included installation of a multi-user fiber conduit network within properties which are privately owned/managed developments or parcels.

This action accepts the public improvements and authorizes staff to pay the retainage no sooner than 30 days.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Work for the Digital Enterprise Private Streets Conduit Deployment.

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	<i>AD</i>

PUBLICATION(S) (if applicable)

SUBCOMMITTEE REVIEW (if applicable)

Published In	
Dates(s) Published	

Committee	Public Services		
Date Reviewed	August 12, 2024		
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING WORK

WHEREAS, on December 5, 2022, the City Council entered into a contract with Kramer Service Group of Weyerhaeuser, WI for the following described public improvement:

**Digital Enterprise Private Streets Conduit Deployment
Project No. 0510-073-2021**

and,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on August 19, 2024; and,

WHEREAS, the City has retained 5% of the construction costs;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$2,591,150.10 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$129,556.50, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

PASSED AND APPROVED on this **19th** day of **August, 2024**.

Kevin L. Trevillyan, Mayor Pro tem

ATTEST:

Ryan T. Jacobson
City Clerk



ENGINEERING SERVICES
4200 Mills Civic Parkway, Suite 2D
PO Box 65320
West Des Moines, IA 50265-0320
(515) 222-3475 Fax (515) 273-0602

RETAINAGE

Contractor: Kramer Service Group
W14405 Highway 9
Weyerhaeuser, WI 54895
Brent LaBrie
brent.la@kramer.com

Project Title	DIGITAL ENTERPRISE PRIVATE STREETS CONDUIT DEPLOYMENT	
WDM Project File Number	0510-073-2021	
Purchase Order Number	2023-0000442	
Orig. Contract Amount & Date	\$2,489,913.13	12/12/22
Estimated Completion Date	9/26/2023	
Pay Period End Date	8/5/2024	
Pay Request Number	Retainage	
Date	8/5/2024	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$10,000.00	100%	\$10,000.00
2	CONSTRUCTION SURVEY	LS	1	\$ 25,000.00	\$25,000.00	100%	\$25,000.00
3	AS-BUILDING	LS	1	\$ 20,000.00	\$20,000.00	100%	\$20,000.00
4	EROSION CONTROL	LS	1	\$ 10,000.00	\$10,000.00	100%	\$10,000.00
5	CONDUIT, FURNISH & INSTALL, 7-WAY MICRODUCT	LF	860	\$ 5.00	\$4,300.00	860	\$4,300.00
6	CONDUIT, FURNISH & INSTALL, 1.5" ORANGE (ATS)	LF	63,276	\$ 8.50	\$537,846.00	63,276	\$537,846.00
7	CONDUIT, FURNISH & INSTALL, 1.5" GREEN (DCP)	LF	20,927	\$ 15.34	\$321,020.18	20,927	\$321,020.18
8	CONDUIT, FURNISH & INSTALL, 1.5" BLUE (LCS)	LF	63,040	\$ 8.50	\$535,840.00	63,040	\$535,840.00
9	CONDUIT, FURNISH & INSTALL, 1" BLUE STRIPE (LCP)	LF	1,760	\$ 12.00	\$21,120.00	1,760	\$21,120.00
10	CONDUIT, FURNISH & INSTALL, 1.5" BROWN	LF	1,688	\$ 17.00	\$28,696.00	1,688	\$28,696.00
11	VAULT, FURNISH & INSTALL, SMALL VAULT (DDV)	EACH	204	\$ 1,250.00	\$255,000.00	204	\$255,000.00
12	VAULT, FURNISH & INSTALL, MEDIUM VAULT (DCV & IAV-PULL POINT)	EACH	388	\$ 1,550.00	\$601,400.00	388	\$601,400.00
13	VAULT, FURNISH & INSTALL, LARGE VAULT (IAP/IAV)	EACH	2	\$ 1,800.00	\$3,600.00	2	\$3,600.00
14	VAULT, FURNISH & INSTALL, LARGE RECTANGULAR VAULT (LAV, ALV & DCV-ALV)	EACH	3	\$ 1,800.00	\$5,400.00	3	\$5,400.00
15	EQUIPMENT, FURNISH & INSTALL, TEST STATION	EACH	102	\$ 200.00	\$20,400.00	102.0	\$20,400.00
16	CABLE, FURNISH & INSTALL, TRACER WIRE	LF	85,063	\$ 0.65	\$55,290.95	85,063	\$55,290.95
17	RESTORATION	LS	1	\$ 35,000.00	\$35,000.00	100%	\$35,000.00
C001.1	CONDUIT, FURNISH & INSTALL, 1.5" BROWN	LF	1420	\$ 17.00	\$24,140.00	1,420	\$24,140.00
C002.1	CONDUIT, FURNISH & INSTALL, 7-WAY MICRODUCT	LF	41	\$ 5.00	\$205.00	41	\$205.00
C002.2	CONDUIT, FURNISH & INSTALL, 1.5" ORANGE (ATS)	LF	641	\$ 8.50	\$5,449.61	641	\$5,449.61
C002.3	CONDUIT, FURNISH & INSTALL, 1.5" GREEN (DCP)	LF	309	\$ 15.34	\$4,740.06	251	\$3,850.34
C002.4	CONDUIT, FURNISH & INSTALL, 1.5" BLUE (LCS)	LF	860	\$ 8.50	\$7,312.98	860	\$7,312.98
C002.5	CONDUIT, FURNISH & INSTALL, 1" BLUE STRIPE (LCP)	LF	46	\$ 12.00	\$552.00	46	\$552.00
C002.6	CONDUIT, FURNISH & INSTALL, 1.5" BROWN	LF	1973	\$ 17.00	\$33,547.80	1,973	\$33,547.80
C002.7	VAULT, FURNISH & INSTALL, MEDIUM VAULT (DCV & IAV-PULL POINT)	EACH	5	\$ 1,560.00	\$7,750.00	5	\$7,750.00
C002.8	EQUIPMENT, FURNISH & INSTALL, TEST STATION	EACH	3	\$ 200.00	\$600.00	3	\$600.00
C002.9	CABLE, FURNISH & INSTALL, TRACER WIRE	LF	4468	\$ 0.65	\$2,904.20	1,825	\$1,188.25
C003.1	CONDUIT, FURNISH & INSTALL, 1.5" ORANGE (ATS)	LF	892	\$ 8.50	\$7,582.00	892	\$7,582.00
C003.2	CONDUIT, FURNISH & INSTALL, 1.5" GREEN (DCP)	LF	-58	\$ 15.34	-\$889.72		
C003.3	CONDUIT, FURNISH & INSTALL, 1.5" BLUE (LCS)	LF	892	\$ 8.50	\$7,582.00	892	\$7,582.00
C003.4	CONDUIT, FURNISH & INSTALL, 1.5" BROWN	LF	87	\$ 17.00	\$1,479.00	87	\$1,479.00
C003.5	CABLE, FURNISH & INSTALL, TRACER WIRE	LF	-2643	\$ 0.65	-\$1,717.95		
TOTAL					\$2,591,150.10		\$2,591,150.10

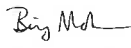
MATERIALS STORED SUMMARY			
Description	# of Units	Unit Price	Extended Cost
			\$0.00
			\$0.00
TOTAL			\$0.00

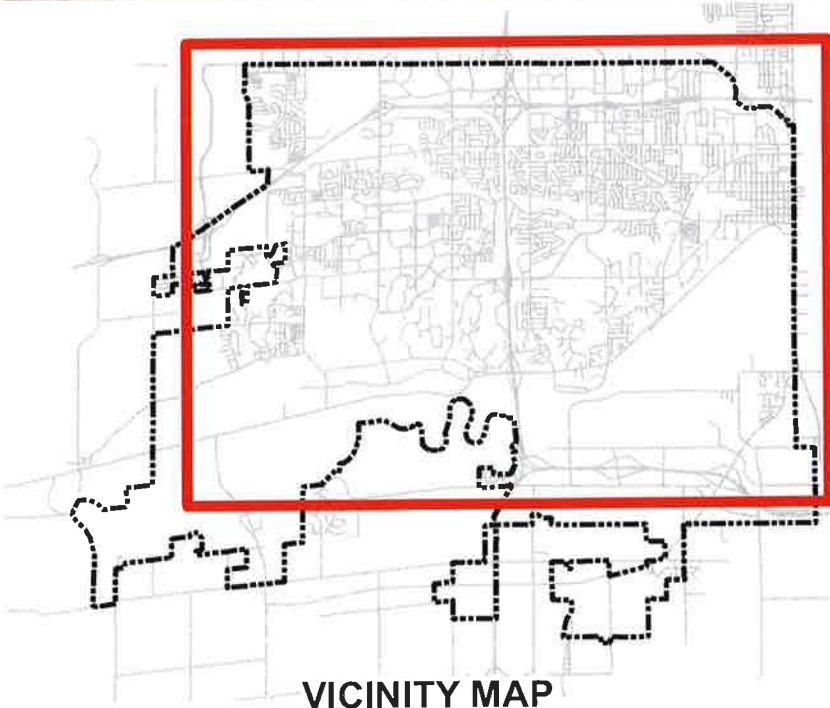
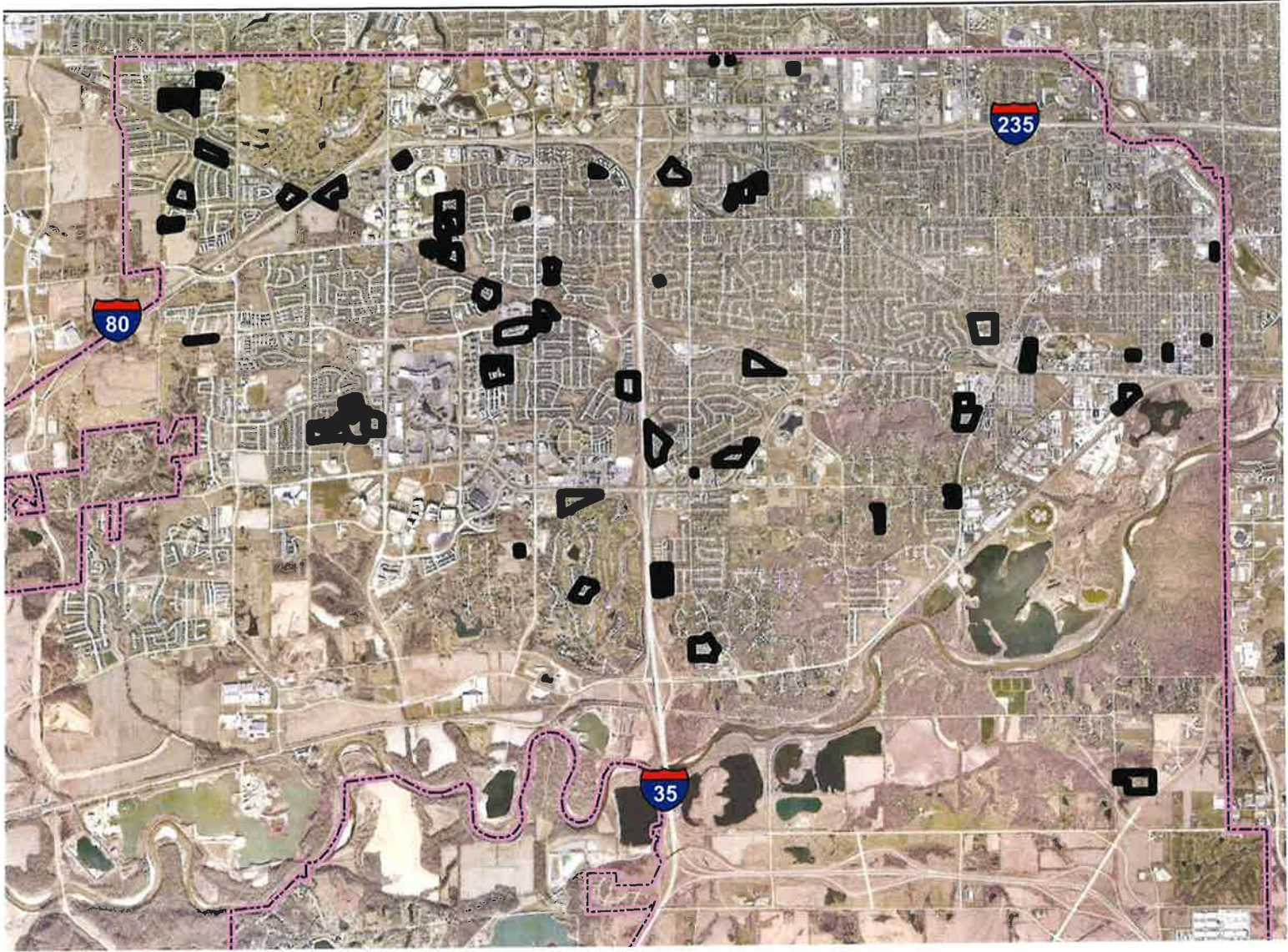
PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$2,489,913.13	\$2,591,150.10
Approved Change Order 1	\$24,140.00	
Approved Change Order 2	\$63,061.64	
Approved Change Order 3	\$14,035.33	
Revised Contract Price	\$2,591,150.10	\$2,591,150.10
	Materials Stored	\$0.00
	Retainage (5%)	\$0.00
	Total Earned Less Retainage	\$2,591,150.10
Total Previously Approved (list each)	Pay Request 1	\$446,297.50
	Pay Request 2	\$364,488.11
	Pay Request 3	\$144,909.88
	Pay Request 4	\$578,352.83
	Pay Request 5	\$837,284.57
	Pay Request 6	\$50,117.29
	Pay Request 7	\$40,141.42
	Pay Request 8	
	Pay Request 9	
	Total Previously Approved	\$2,461,590.60
	Amount Due This Request	\$129,559.50
	Percent Complete	100%
	Percent of Contract Period Utilized	209%

The amount **\$129,559.50** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: Kramer Service Group	Recommended By: NewCom Technologies, Inc.	Checked By:  City of West Des Moines
Signature: 	Signature: 	Signature: 
Name: Brent LaBrie	Name: Myka Nichols	Name: Brian Hemesath
Title: President	Title: HR	Title: City Engineer
Date: Aug 14, 2024	Date: Aug 14, 2024	Date: Aug 14, 2024

Signature: 
Kelly Sand (R, 2024-14-08 C01)
Email: kelly.sand@wdm.iowa.gov

Signature: 
Email: ben.mcalister@wdm.iowa.gov



VICINITY MAP

LEGEND

PROJECT LOCATION



PROJECT:

Digital Enterprise Private Streets Deployment

LOCATION:

Exhibit "A"

DRAWN BY: BJM

DATE: 5/27/2022

PROJECT NUMBER/NAME: 0510-073-2021

SHT. 1 of 1

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

DATE: August 19, 2024

ITEM:

Resolution – Accepting Work
Sewer Protection – Plumwood Drive West of South 35th Street

FINANCIAL IMPACT:

The total construction cost for the Sewer Protection – Plumwood Drive West of South 35th Street was \$251,821.60 which was paid from account no. 640.000.000.5250.490 with the ultimate funding intended to come from Sewer Fee Revenue. The original cost of the project was \$282,569.00. There were two (2) Change Orders on the project that totaled (\$30,747.40).

The FY 22-23 budget included \$300,000.00 for the Sewer Protection – Plumwood Drive West of South 35th Street. Even with the sole bid being higher than the Engineer's Estimate by \$68,922.60 (32.26%), there was still sufficient budget remaining as the design was completed with the 2022 Channel Repair Program (Project No. 0510-006-2022) and no money was expended to secure the necessary easements as they were all donated. The City Council encouraged City Staff at the time of awarding the construction contract to find cost savings where possible on this project throughout construction. City Staff were able to save \$30,747.40 on this project and still meet the intent and quality of the original project.

BACKGROUND:

On Track Construction, LLC was working under an agreement dated August 21, 2023 for construction services for the Sewer Protection – Plumwood Drive West of South 35th Street. Work on this project generally included repairing deteriorated storm sewer infrastructure and protecting sanitary sewer infrastructure along an impaired overland drainage channel near Plumwood Drive west of South 35th Street. Work more specifically included removing an existing flared end section and timber retaining wall and replacing with new sections of reinforced concrete pipe, apron, and outlet protection. Work also included installation of fabric formed concrete revetment armor units or grout mats along the channel to protect the existing sanitary sewer.

This action accepts the public improvements and authorizes staff to pay the retainage no sooner than 30 days.

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Work for the Sewer Protection – Plumwood Drive West of South 35th Street.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 12, 2024		
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING WORK

WHEREAS, on August 21, 2023, the City Council entered into a contract with On Track Construction, LLC of Nevada, Iowa, for the following described public improvement:

**Sewer Protection – Plumwood Drive West of South 35th Street
Project No. 0510-034-2022**

and,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on August 19, 2024; and,

WHEREAS, the City has retained 5% of the construction costs;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is \$251,821.60 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$12,591.08, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

PASSED AND APPROVED on this **19th** day of **August, 2024**.

Kevin L. Trevillyan, Mayor Pro tem

ATTEST:

Ryan T. Jacobson
City Clerk



ENGINEERING SERVICES
 4200 Mills Civic Parkway, Suite 2D
 PO Box 65320
 West Des Moines, IA 50265-0320
 (515) 222-3475 Fax (515) 273-0602

Final Retainage

Contractor: **On Track Construction, LLC**
1435 W F Ave
Nevada, IA 50201

Project Title	SEWER PROTECTION - PLUMWOOD DRIVE WEST OF SOUTH 35TH STREET	
WDM Project File Number	0510-034-2022	
Purchase Order Number	2024-00000221	
Orig. Contract Amount & Date	\$282,569.00	08/21/23
Estimated Completion Date	11/22/23	
Pay Period End Date	8/2/24	
Pay Request Number	Retainage	
Date	08/05/24	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
DIVISION 2 EARTHWORK							
2.1	CLEARING AND GRUBBING	LS	1.00	\$22,000.00	\$22,000.00	1.00	\$22,000.00
2.2	CLASS 10 EXCAVATION, BORROW	CY	16	\$100.00	\$1,600.00	16	\$1,600.00
2.3	CLASS 10 EXCAVATION, SALVAGE AND REUSE SOIL	CY	48	\$86.00	\$4,128.00	48	\$4,128.00
DIVISION 4 SEWERS AND DRAINS							
4.1	STORM SEWER, TRENCHED, RCP, 18 INCH DIA.	LF	16	\$375.00	\$6,000.00	16	\$6,000.00
4.2	PIPE APRON, CONCRETE, 18 INCH DIA.	EACH	1	\$3,000.00	\$3,000.00	1	\$3,000.00
4.3	FOOTINGS FOR CONCRETE PIPE APRONS	EACH	1	\$500.00	\$500.00	1	\$500.00
DIVISION 8 TRAFFIC CONTROL							
8.1	TEMPORARY TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00	1.00	\$1,000.00
DIVISION 9 SITE WORK AND LANDSCAPING							
9.10	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	ACRE	0.4	\$10,000.00	\$4,000.00	0.40	\$4,000.00
9.20	SOD	SQ	38.2	\$130.00	\$4,966.00	26.00	\$3,380.00
9.30	FILTER SOCKS, 12 INCH	LF	760	\$5.00	\$3,800.00	776.00	\$3,880.00
9.40	FILTER SOCKS, REMOVAL	LF	760	\$1.50	\$1,140.00	776.00	\$1,164.00
9.50	TEMPORARY RECP, TYPE 1.D	SY	426.8	\$5.00	\$2,134.00	238.20	\$1,191.00
9.60	RIP RAP, CLASS B REVETMENT	TON	20	\$220.00	\$4,400.00	35.58	\$7,827.60
9.70	STABILIZED CONSTRUCTION ENTRANCE	SY	77.8	\$45.00	\$3,501.00	77.80	\$3,501.00
9.80	EROSION CONTROL MULCHING, HYDROMULCHING	ACRE	0.5	\$6,000.00	\$3,000.00	0.20	\$1,200.00
9.90	TURF REINFORCING MATS, TYPE 2	SQ	3	\$200.00	\$600.00		\$0.00
DIVISION 11 MISCELLANEOUS							
11.1	CONSTRUCTION SURVEY	LS	1.00	\$7,500.00	\$7,500.00		\$0.00
11.2	CONCRETE WASHOUT	LS	1.00	\$2,000.00	\$2,000.00	1.00	\$2,000.00
11.3	IRRIGATION RESTORATION	EACH	2	\$3,750.00	\$7,500.00	2.00	\$7,500.00
11.4	FABRIC FORMED CONCRETE REVETMENT, ARMOR UNIT	SY	510	\$280.00	\$142,800.00	510.00	\$142,800.00
11.5	CONCRETE GROUT FOR FABRIC FORMED CONCRETE REVETMENT	CY	170	\$200.00	\$34,000.00	110.75	\$22,150.00
11.6	GROUT PUMP TRUCK	LS	1.00	\$23,000.00	\$23,000.00	1.00	\$23,000.00
CHANGE ORDERS							
CO1.01	GROUT MAT MATERIAL AND SUPPLIER REP SAVINGS	LS	1.00	-\$10,000.00	-\$10,000.00	1.00	-\$10,000.00
TOTAL					\$272,569.00		\$251,821.60

MATERIALS STORED SUMMARY			
Description	# of Units	Unit Price	Extended Cost
			\$0.00
			\$0.00
TOTAL			\$0.00

PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$282,569.00	\$251,821.60
Approved Change Order 1	-\$10,000.00	
Approved Change Order 2	-\$20,747.40	
Revised Contract Price	\$251,821.60	\$251,821.60
	Materials Stored	\$0.00
	Retainage (5%)	\$0.00
	Total Earned Less Retainage	\$251,821.60
Total Previously Approved (list each)	Pay Request 1	\$21,375.00
	Pay Request 2	\$211,830.32
	Pay Request 3	\$5,247.63
	Pay Request 4	\$777.57
	Pay Request 5	
	Pay Request 6	
		Total Previously Approved
	Amount Due This Request	\$12,591.08
	Percent Complete	100%
	Percent of Contract Period Utilized	100%

The amount **\$12,591.08** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: OnTrack Construction	Recommended By: WHKS & CO.	Checked By: <i>RP</i> City of West Des Moines
Signature: <i>Joe Winter</i>	Signature: <i>Brady Bogaard</i>	Signature: <i>Brian Hemesath</i>
Name: Joe Winter	Name: Brady Bogaard	Name: Brian Hemesath
Title: Vice President	Title: Project Engineer	Title: City Engineer
Date: Aug 6, 2024	Date: Aug 6, 2024	Date: Aug 8, 2024

Signature: Russ Paramore
Russ Paramore (Aug 8, 2024 08:18 CDT)

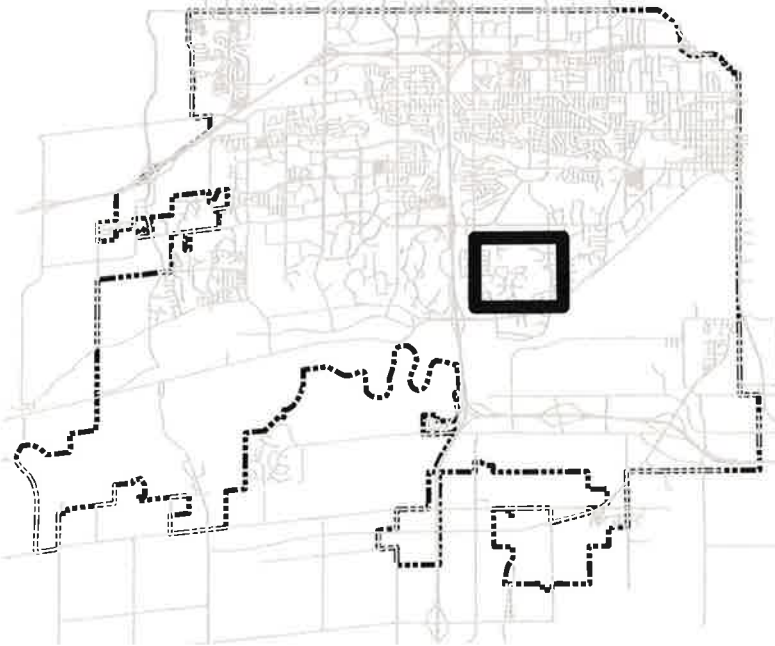
Email: russ.paramore@wdm.iowa.gov

Signature: Jason Schlickbernd
Jason Schlickbernd (Aug 8, 2024 10:26 CDT)

Email: jason.schlickbernd@wdm.iowa.gov

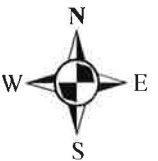


VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:

Sewer Protection

LOCATION:

Plumwood Drive West of South 35th Street

DRAWN BY: JPM

DATE: 7/10/2023

PROJECT NUMBER/NAME: 0510-034-2022

SHT. 1 of 1

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

DATE: August 19, 2024

ITEM:

Resolution - Accepting Public Improvements
Browns Woods Hollow 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 Manatts, Inc. have substantially completed the installation of public sanitary sewer, storm sewer and paving associated with Browns Woods Hollow Plat 2 in accordance with the plans prepared by Cooper Crawford & Associates 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 Browns Woods Hollow 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	<i>AD</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 12, 2024		
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS

WHEREAS, a Preliminary Plat for Browns Woods Hollow was reviewed and approved by the City Council of West Des Moines, Iowa, at a meeting held on June 15, 2020; and

WHEREAS, a Final Plat for Browns Woods Hollow Plat 2 was submitted for review by the City Council of West Des Moines, Iowa, on March 18, 2024 and was found to be generally consistent with the Preliminary Plat; and

WHEREAS, the West Des Moines City Council adopted a Resolution which approved the Final Plat for Browns Woods Hollow Plat 2 at their meeting on March 18, 2024 subject to any conditions of approval and contingent upon construction and acceptance of all public streets and utilities; sureties were provided for said Public Improvements in lieu of completion with the Final Plat approval; and

WHEREAS, on June 1, 2023 the Construction Plans were approved by the West Des Moines City Engineer, said improvements being described as follows:

Browns Woods Hollow 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 for Browns Woods Hollow 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 Browns Woods Hollow Plat 2 are hereby released.

PASSED AND APPROVED this 19th day of August, 2024.

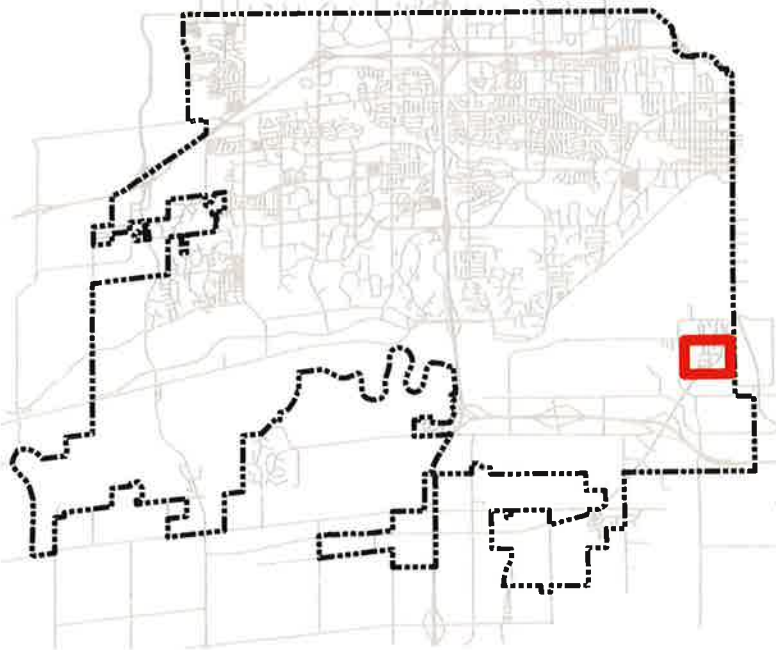
Kevin L. Trevillyan, Mayor Pro tem

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

BROWNS WOODS HOLLOW PLAT 2

LOCATION:

EXHIBIT "A"

DRAWN BY: BJM

DATE: 8/13/2024

PROJECT NUMBER/NAME:

BROWNS WOODS HOLLOW PLAT 2

SHT. 1 of 1

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

DATE: August 19, 2024

ITEM:

Resolution – Approving Professional Services Agreement
2024 Channel Repair Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$36,400.00 for Basic Services of the Consultant. In addition, the cost for performing Resident Consultant Services will not exceed \$29,100.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 660.000.000.5250.495 with the ultimate funding intended to come from Stormwater Fee Revenue.

BACKGROUND:

Approval of this action authorizes WHKS & Co. to perform the professional services necessary as part of the ongoing channel repair program at various locations throughout the City. A vicinity map has been provided showing the intended locations for this project.

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

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for the 2024 Channel Repair Program.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 12, 2024		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2024 Channel Repair Program
Project No. 0510-006-2024**

and,

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

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by WHKS & Co., and

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

Basic Services of the Consultant	\$36,400.00
Resident Consultant Services	<u>\$29,100.00</u>
Total	\$65,500.00

therefore,

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

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

PASSED AND APPROVED on this **19th** day of **August, 2024**.

Kevin L. Trevillyan, Mayor Pro tem

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 19th day of August, 2024, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and WHKS & Co., (Fed. I.D. #42-0943938), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the 2024 Channel Repair Program (Project No. 0510-006-2024) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$36,400
II. Resident Consultant Services	<u>\$29,100</u>
Total	
	\$65,500

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

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

4. INSURANCE

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

injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: WHKS & Co.
Attn: Casey V. Faber, P.E.
Address: 3737 Woodland Ave., Suite 111
City, State: West Des Moines, IA 50266

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty

(30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

WHKS & Co.

CITY OF WEST DES MOINES

BY: 
Derek J. Thomas, P.E., Vice President

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

A. Project Description

This project consists of the site visit, design and construction services for the City's 2024 Channel Repair Program. The City has a budget of \$375,000 for this project, including Consultant fees.

The exact location(s) of the project have not been identified, but will be determined as part of this agreement. The City has provided the location of thirteen (13) sites that will be considered in a feasibility report. The locations consist of ten (10) storm sewer outlets and three (3) storm culverts. Limited survey will be collected at the culvert locations in conjunction with the site visits.

A kick-off meeting will be held with the City to review and discuss the potential sites. The Consultant will perform a site visit to each of the identified sites and prepare a brief feasibility report. Spot repairs to protect the outlets are anticipated. In addition to potential inlet and outlet protection, review of the overall condition and need for structural repair/rehabilitation will be considered for the culverts.

The City and Consultant will meet to review the feasibility report and determine the project location(s) to be constructed. The project could extend to more than one location depending on how it fits into the budget. If multiple sites are identified for the project they will be covered under one set of plans to be bid together as one contract.

The City will lead public coordination efforts. Utility coordination will be performed by WHKS.

Construction activities are expected to be performed through existing easements or Right-of-Entry agreements negotiated by the City for the sites identified by the City for study this year.

The City will provide boiler plate front end specification documents. Detailed specifications required for the project will be prepared by WHKS. The City will host the project letting.

B. Scope of Basic Services of the Consultant Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- A SharePoint site will be set up by the City and WHKS will manage the content of the site, including but not limited to the following; Schedule, Tasks, Project Updates, Project Notebook, Project Documents, Project Accounting, Project Contacts, and General Organization.

- Invoices will be uploaded to SharePoint and will be supplemented by a brief description of work accomplished during the billing period.
- Bi-weekly project updates will be posted in the Project Notebook on SharePoint.
- Hold kick-off meeting with City to discuss the project and review the scope.
- Attend two (2) additional meetings for the project. One to review the feasibility report and another to review check plans.
- Advise the City of the necessity of obtaining Special Engineering Services as described in Paragraph D, and act as the City's representative in connection with any such services not actually performed by WHKS.

2. Site Visits and Research of Existing Conditions

- Visit the project locations identified by the City.
- Collect, obtain, and review relevant information from the City.
- Take photographs and measurements necessary to document existing conditions and propose method and limit of erosion control improvements.
- Submit Design Information Request through Iowa One Call locate system for each site.
- Perform limited topographical survey to collect necessary ground and infrastructure elevations to support new facilities at culvert locations.
- As necessary based on result maps provided by utilities, survey at culvert sites will include the existing underground utilities as located by the Iowa One Call locate system.
- Field measurements and LiDAR will be used for plan preparation at remaining sites.
- Review existing easement information provided by City.

3. Feasibility Report

- Prepare a feasibility report for the 2024 Channel Repair Program. The letter report will include the following:
 - i. Summary of existing conditions
 - ii. Recommendations of erosion control and structural improvements
 - iii. An Engineer's Opinion of Probable Construction Costs

4. Preliminary and Final Design

- Prepare preliminary and final plans and specifications to show the character and scope of work to be performed by contractors on the Project. Plans will follow SUDAS and/or IDOT standards as applicable.
- Coordinate with the City's on-call environmental consultant to identify bat habitat trees that need to be downed between October 1 and March 30.
- A Storm Water Pollution Prevention Plan (SWPPP) will be prepared, if necessary.
- Prepare and submit applicable construction permit application package to NPDES and/or USACE, if required.
- Fee based on design and plan preparation for up to 8 sites.

5. Bidding Services

- Prepare opinion of probable construction cost on completed plans and specifications.

- Prepare forms of notice for bids, contractor's proposal, construction contract, and performance bond for approval by the City.
- Post notice to bidders to www.iowabiddate.com (MBI) and Iowa League of Cities on behalf of City. City to publish notice of hearing in the newspaper.
- Furnish two (2) original signed copies of the plans, specifications, and other contract documents as required to the City.
- Prepare project and bid item information and forms to support City hosting of bidding documents distributed to potential bidders through use of a web based plan room.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Generate final bid tabulation.
- Review bids and provide recommendation of award of contract.
- Secure construction contracts, performance bond, certificate of insurance, W-9, and SAM number from the Contractor.

C. Scope of Resident Consultant Services Provided Under This Agreement:

1. Construction Administration

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, periodic visits to the construction site to observe the progress of work, review of shop drawings, review periodic payment estimates for completed construction work and recommend payments for processing, prepare change orders when required, and prepare the final summary of construction costs.
- Conduct a preconstruction meeting with City, Contractor and Utility Owners.
- Prepare record drawings from Contractor provided "mark-ups" at the completion of the construction.
- Provide construction updates to the City.

2. Construction Observation

- Provide resident project observation services during the construction of the Project. Resident observation is a part time function during construction. Duties are to provide on-site evaluations of the Project progress in accordance with the plans and specifications and report said progress to the Engineer. Additionally, the observer maintains a log book recording conditions at the job site, weather, record of visitors, summary of daily activities, actions taken, observations in general and assists in recording data for eventual preparation of Record Drawings. The observer duties do not include construction means, methods, procedures, and job-site safety.
- Fee based on observation for up to 8 sites.
- Material testing will be performed through an on-call agreement the City has with another consultant, but will be coordinated by WHKS. City will pay material testing consultant separately.

D. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be

required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the City for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting (other than listed above)
2. Easement research, plats or descriptions (other than listed above)
3. Negotiation for easements or land acquisition
4. Special assessment assistance
5. Quality control testing and construction materials testing
6. Permits other than those identified above
7. Funding assistance, including grant and/or loan applications
8. Wetland Delineations or mitigation plans
9. Floodplain and hydraulic/hydrologic modeling
10. Water and/or sanitary sewer rate studies
11. Geotechnical design/recommendations
12. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
13. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
14. Structural evaluation and/or design
15. Attendance at additional meetings (other than those listed above)
16. Construction staking

ATTACHMENT 2

PROJECT SCHEDULE

August 2024

- Contract NTP and kick-off meeting

September 2024

- Site visits and survey

September - October 2024

- Feasibility report development and submittal

October 2024

- Feasibility report review meeting and site selection

November 2024

- Preliminary plan submittal

December 2024

- Check plan submittal

January 2025

- Check plan review meeting

February 2025

- Final plan and contract document submittal

March 2025

- Bid letting

May-October 2025

- Project construction

ATTACHMENT 3

SCHEDULE OF FEES

WHKS & Co. 2024 Fee Schedule and Method of Payment

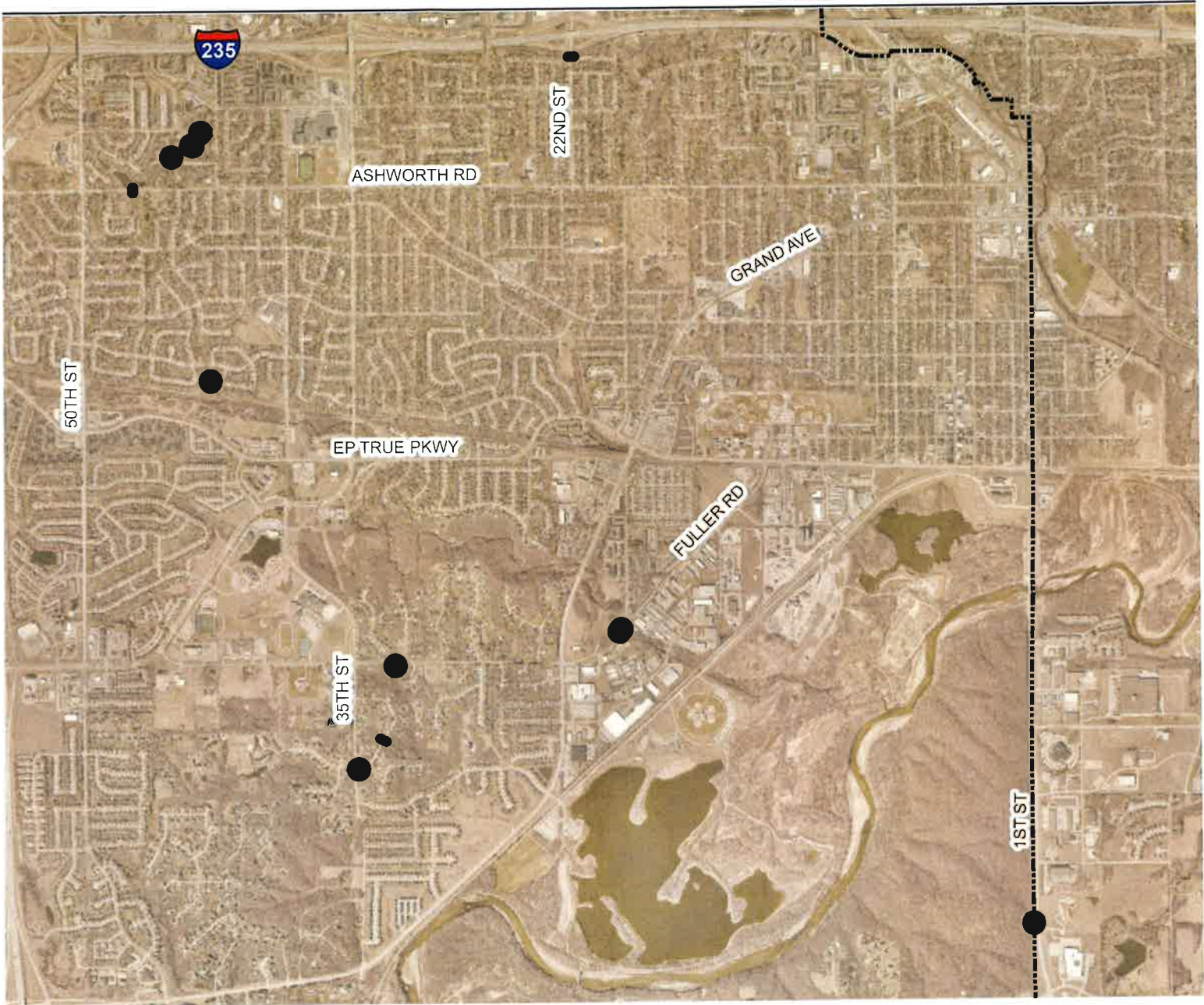
City of West Des Moines

Schedule of Hourly Billing Rates - Effective January 13, 2024, Subject to Annual Increases

Principal	\$ 240.00
Senior Project Manager	\$ 220.00
Project Manager	\$ 200.00
Project Engineer IV	\$ 190.00
Project Engineer III	\$ 180.00
Project Engineer II	\$ 170.00
Project Engineer I	\$ 160.00
Project Engineer	\$ 150.00
Design Engineer IV	\$ 140.00
Design Engineer III	\$ 130.00
Design Engineer II	\$ 120.00
Design Engineer I	\$ 110.00
Design Engineer	\$ 100.00
Senior Land Surveyor	\$ 170.00
Land Surveyor	\$ 130.00
*Senior Engineering Tech	\$ 135.00
*Engineering Tech V	\$ 125.00
*Engineering Tech IV	\$ 115.00
*Engineering Tech III	\$ 105.00
*Engineering Tech II	\$ 95.00
*Engineering Tech I	\$ 85.00
*Engineering Tech	\$ 75.00
*Clerical	\$ 80.00

Reimbursable expenses include mileage at the current IRS mileage rate; actual cost of reproduction and printing; and actual out-of-pocket expenses such as field supplies, cost of recording documents, permit fees, etc.

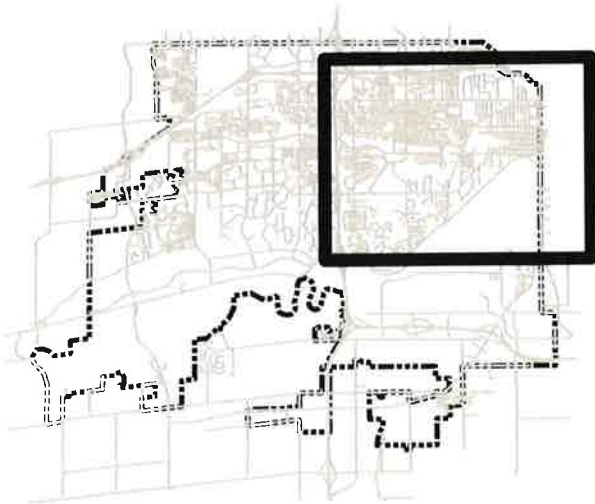
**NOTE: Time and a half pay applies for overtime, if applicable*



VICINITY MAP

LEGEND

PROJECT LOCATION



PROJECT:

2024 Channel Repair Program

LOCATION:

Exhibit 'A'

DRAWN BY: JPM

DATE: 8/5/2024

PROJECT NUMBER/NAME: 0510-006-2024

SHT. 1 of 1

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

DATE: August 19, 2024

ITEM:

Resolution – Approving Professional Services Agreement
2024 Parking Lot Repair Program

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$32,500.00 for Basic Services of the Consultant. In addition, the cost for performing Resident Consultant Services will not exceed \$26,000.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

Approval of this action authorizes I+S Group, Inc. (ISG) to perform the professional services necessary for parking lot repairs at various City facilities. The parking lot and drives at City Hall located at 4200 Mills Civic Parkway, the parking lot and drives at the Law Enforcement Center located at 250 Mills Civic Parkway, and the public parking lots located in the 100-200 blocks between 5th Street and 6th Street in Valley Junction will be part of the initial assessment.

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

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for the 2024 Parking Lot Repair Program.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 12, 2024		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2024 Parking Lot Repair Program
Project No. 0510-010-2024**

and,

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

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by I+S Group. Inc. (ISG), and

WHEREAS, the Engineering Services Department has obtained a written proposal from I+S Group. Inc. (ISG) to do the work requested, which estimates the following cost to the City of West Des Moines:

Basic Services of the Consultant	\$32,500.00
Resident Consultant Services	<u>\$26,000.00</u>
Total	\$58,500.00

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that I+S Group. Inc. (ISG) is hereby directed to prepare Plans, Specifications, Form of Contract, and Estimate of Cost for the above named project.

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with I+S Group. Inc. (ISG) for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this **19th** day of **August, 2024**.

Kevin L. Trevillyan, Mayor Pro tem

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 19th day of August, 2024, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and I+S Group, Inc. (ISG), (Fed. I.D. 41-0995051), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the 2024 Parking Lot Repair Program (Project No. 0510-010-2024) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$ 32,500
II. Resident Consultant Services	\$ <u>26,000</u>

Total \$ 58,500

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

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

4. INSURANCE

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

injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

5. NOTICE

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

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan T. Jacobson, City Clerk

Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: I+S Group, Inc. (ISG)
Attn: Nick Frederiksen, Senior Project Manager

Address: 207 E. 2nd Street, Suite 110
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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


23. COUNTERPARTS

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

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

I+S GROUP, INC. (ISG)

CITY OF WEST DES MOINES

BY: 
Nick Frederiksen, Senior Project Manager

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Basic Services of the Consultant

- Field review and assessment of the following parking lots: West Des Moines City Hall, West Des Moines Law Enforcement Center, 100 and 200 blocks in Valley Junction between 5th & 6th Streets including alleyways and entrances as identified by the City of West Des Moines staff for the 2024 Parking Lot Repair Program. It is understood the total project budget is \$450,000 including Consultant fees.
- Preparation of Specifications and Construction Documents per guidance provided by City of West Des Moines Engineering staff.
- Consultant to use the Project Sharepoint Site for File Transfers and Coordination. Consultant is responsible for administration of the Project SharePoint Site. Bi-weekly progress reports to be provided using OneNote.
- Coordination and meetings with City Staff, other stakeholders, individual residents and affected parties as required.
- Preparation of opinion of probable costs, bid notices, handling bidding inquiries, generating addenda as needed, reviewing bids, compiling bid tabulation, securing contracts and performance bond, obtaining certificates of insurance, and coordinating with utilities.
- Consultant will schedule and lead a pre-construction meeting.

Resident Consultant Services

- Provide a Resident Project Representative (RPR) to City Staff in observing the progress and quality of work. The RPR will act as directed and by and under the supervision of the Engineer and City Staff and will confer with City Staff to identify any issues that develop during construction.
- For the purposes of this proposal, it is assumed that the RPR will provide 15 hours of service per week during construction, that construction will span 11 weeks including night work.
- The RPR will assist the City and Contractor in providing proper notification to impacted businesses and residents and also monitoring traffic control setups.
- Construction administration and design interpretation during construction activities.
- Attend meetings with the contractor and City staff as requested, review shop drawings, prepare pay applications and any change orders, provides daily reports/logbooks of construction activities, prepare punch list, and furnish periodic reports to City staff as required.
- Maintain construction documentation and at the completion of the project will provide copies of all project documentation to West Des Moines Engineering Staff.
- Provide a single point of contact for City staff to address construction concerns and inquiries from residents and track responses to City staff.

ATTACHMENT 2

PROJECT SCHEDULE

August 2024	Consultant Services Agreement presented to City Council for consideration
September 2024	Complete Parking Lot Assessment
November 2024	Review Parking Lot Assessment with City Staff for comment Submit 60% Specifications and Construction Documents to City Staff for review and comment.
December 2024	Submit 90% Specifications and Construction Documents to City Staff for review and comment.
February 2025	Bid Letting
April 2025	Start of Construction
November 2025	Project Completion

ATTACHMENT 3

SCHEDULE OF FEES

2024 Standard Hourly Rates

Rates are effective as of January 1, 2024 and are subject to change on an annual basis.



Job Type	Hourly Rate
Administrative I-IV	\$75-145
Applied Technology Specialist I-Senior	\$105-160
Architect I-Senior	\$125-225
Architectural Designer I-Senior	\$115-175
Business Developer I-Senior	\$145-220
Business Writer I-Senior	\$110-130
Civil Engineer I-Senior	\$140-230
Civil Designer I-Senior	\$110-175
Construction Administrator I-Senior	\$115-175
Development Services Coordinator I-Senior	\$125-190
Drone Specialist I-Senior	\$110-160
Electrical Controls Designer	\$200
Electrical Engineer I-Senior	\$150-235
Electrical Designer I-Senior	\$120-185
Environmental Scientist/Engineer I-Senior	\$120-205
General Counsel	\$350
GIS Specialist I-Senior	\$125-195
Graphic Designer I-Senior	\$105-125
IT Specialist I-Senior	\$125-190
Interior Designer I-Senior	\$125-190

Job Type	Hourly Rate
Land Surveyor I-Senior	\$115-200
Land Survey Specialist I-Senior	\$100-145
Landscape Architect I-Senior	\$130-205
Landscape Designer I-Senior	\$110-160
Marketing Consultant/Specialist I-Senior	\$120-190
Mechanical Engineer I-Senior	\$150-235
Mechanical Designer I-Senior	\$120-185
Planner I-Senior	\$125-200
Senior Process Engineer	\$270
Project Coordinator I-IV	\$125-175
Project Manager I-Senior	\$135-225
Refrigeration Engineer I-Senior	\$170-275
Refrigeration Designer I-Senior	\$130-200
Senior Finance Consultant	\$190
Senior Project Executive	\$280
Structural Engineer I-Senior	\$145-230
Structural Designer I-Senior	\$115-175
Technical Writer I-Senior	\$145-160
Technology Engineer I-Senior	\$130-210
Technology Designer I-Senior	\$110-200
Telecommunications Engineer I-Senior	\$150-230

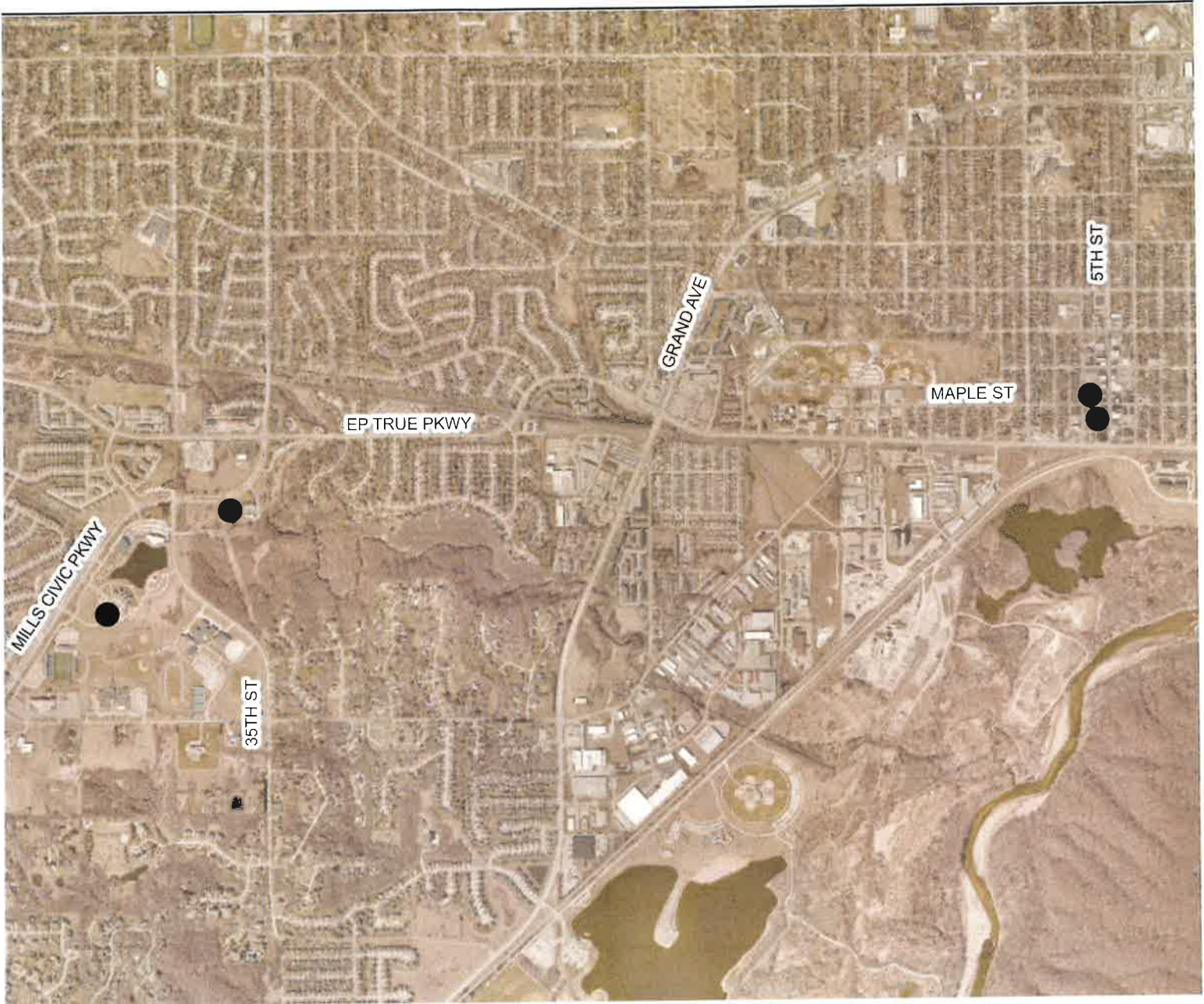
Job Type	Hourly Rate
Telecommunications Designer I-Senior	\$90-145
Visualization Specialist I-Senior	\$160-210
Videographer	\$145
Water/Wastewater Engineer I-Senior	\$145-230
Water/Wastewater Designer I-Senior	\$115-170
Water/Wastewater Project Manager I-Senior	\$135-225
Water/Wastewater Operator I-IV	\$110-125

Equipment	Hourly Rate
Survey Grade GPS/Robotics	\$62
Mapping Grade GPS	\$22
3D Laser Scanner	\$75
Manhole Scanner	\$75
Mobile Scanner**	Varies
R/C Boat + Sounding Equipment	\$58
Surveillance Drone	\$56
Photogrammetry Drone	\$138
Thermal Imaging Drone	\$193
LIDAR Drone**	Varies
All-Terrain Vehicle	\$30
Traffic Counter	\$15
Pipe Crawler** (per linear foot)	Varies

Mileage reimbursement is at the IRS standard rate.

Outside services are billed at cost plus 10%.

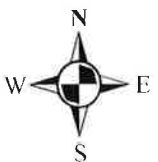
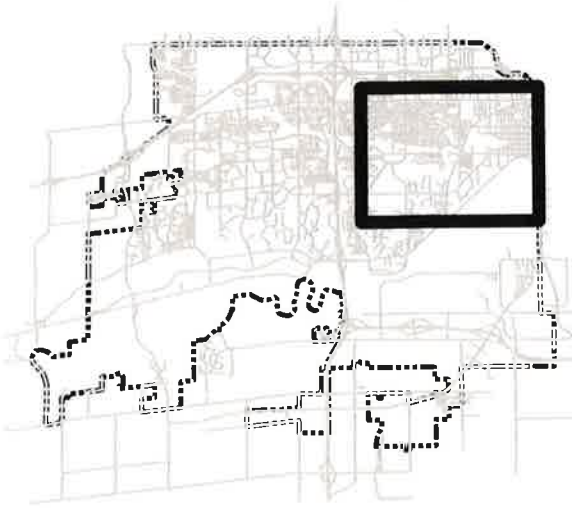
**Project-specific rates—call for pricing



VICINITY MAP

LEGEND

PROJECT LOCATION



PROJECT:

2024 Parking Lot Repairs Program

LOCATION:

Exhibit 'A'

DRAWN BY: JPM

DATE: 8/5/2024

PROJECT NUMBER/NAME: 0510-010-2024

SHT. 1 of 1

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

DATE: August 19, 2024

ITEM:

Resolution – Approving Professional Services Agreement
2025 HMA Resurfacing Program – Phase 1

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$249,000.00 for Basic Services of the Consultant. In addition, the cost for performing Resident Consultant Services will not exceed \$226,000.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds and Road Use Tax.

BACKGROUND:

Approval of this action authorizes I+S Group, Inc. (ISG) to perform the professional services necessary for the 2025 HMA Resurfacing Program – Phase 1 at various locations throughout the City. This program will also include replacement of any ADA sidewalk ramps that are impacted by the project or are deemed to be non-compliant. There will be two (2) phases of the 2025 HMA Resurfacing Program in FY 24-25. Phase 1 will be similar in scope and size to that of programs of recent past, but is about as large of a program that we can put together and still get the work done in one construction season. Phase 2 will be significantly smaller in scope and size, but will allow opportunities for other bidders to secure work in West Des Moines while being closely coordinated with the Phase 1 program. Phase 2 is being presented to City Council at this same meeting. A vicinity map is not being provided since the exact locations of the project are not yet known.

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

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for the 2025 HMA Resurfacing Program – Phase 1.

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 REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 12, 2024		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2025 HMA Resurfacing Program – Phase 1
Project No. 0510-003-2025**

and,

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

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by I+S Group, Inc. (ISG), and

WHEREAS, the Engineering Services Department has obtained a written proposal from I+S Group, Inc. (ISG) to do the work requested, which estimates the following cost to the City of West Des Moines:

Basic Services of the Consultant	\$249,000.00
Resident Consultant Services	<u>\$226,000.00</u>
Total	\$475,000.00

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that I+S Group, Inc. (ISG) is hereby directed to prepare Plans, Specifications, Form of Contract, and Estimate of Cost for the above named project.

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with I+S Group, Inc. (ISG) for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this **19th** day of **August, 2024**.

Kevin L. Trevillyan, Mayor Pro tem

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 19th day of August, 2024, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and I+S Group, Inc. (ISG), (Fed. I.D. 41-0995051), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the 2025 HMA Resurfacing Program – Phase 1 (Project No. 0510-003-2025) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$ 249,000
II. Resident Consultant Services	<u>\$ 226,000</u>

Total \$ 475,000

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

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

4. INSURANCE

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

injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

5. NOTICE

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

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan T. Jacobson, City Clerk

Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: I+S Group, Inc. (ISG)
Attn: Nick Frederiksen, Senior Project Manager

Address: 207 E. 2nd Street, Suite 110
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

I+S GROUP, INC. (ISG)

CITY OF WEST DES MOINES

BY: 

Nick Frederiksen, Senior Project Manager

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Basic Services of the Consultant

- Field review and assessment of streets to be identified by the City of West Des Moines staff for the 2025 HMA Resurfacing Program Phase 1. It is understood the total project budget is \$3,745,000 including Consultant fees.
- Consultant to review all pedestrian ramps adjacent to the streets identified for the 2025 HMA Resurfacing Program Phase 1. Consultant will complete all survey and design aspects for the construction of up to 40 pedestrian ramps. Consultant will complete design exceptions as needed.
- Preparation of Specifications and Construction Documents per guidance provided by City of West Des Moines Engineering staff.
- Consultant to use the Project Sharepoint Site for File Transfers and Coordination. Consultant is responsible for administration of the Project SharePoint Site. Bi-weekly progress reports to be provided using OneNote.
- Coordination and meetings with City Staff, other stakeholders, individual residents and affected parties as required.
- Preparation of opinion of probable costs, bid notices, handling bidding inquiries, generating addenda as needed, reviewing bids, compiling bid tabulation, securing contracts and performance bond, obtaining certificates of insurance, and coordinating with utilities.
- Consultant will schedule and lead a pre-construction meeting.

Resident Consultant Services

- Provide a Resident Project Representative (RPR) to City Staff in observing the progress and quality of work. The RPR will act as directed and by and under the supervision of the Engineer and City Staff and will confer with City Staff to identify any issues that develop during construction.
- For the purposes of this proposal, it is assumed that the RPR will provide 36 hours of service per week during construction, that construction will span 32 weeks including night work.
- The RPR will assist the City and Contractor in providing proper notification to impacted businesses and residents and also monitoring traffic control setups.
- Construction administration and design interpretation during construction activities.
- Attend meetings with the contractor and City staff as requested, review shop drawings, prepare pay applications and any change orders, provides daily reports/logbooks of construction activities, prepare punch list, and furnish periodic reports to City staff as required.
- Provide verification of pedestrian ramps meeting ADA requirements.
- Maintain construction documentation and at the completion of the project will provide copies of all project documentation to West Des Moines Engineering Staff.
- Provide a single point of contact for City staff to address construction concerns and inquiries from residents and track responses to City staff.

ATTACHMENT 2

PROJECT SCHEDULE

August 2024	Consultant Services Agreement presented to City Council for consideration
September 2024	Complete Street Assessment
November 2024	Review Street Assessment with City Staff for comment Submit 60% Specifications and Construction Documents to City Staff for review and comment.
December 2024	Submit 90% Specifications and Construction Documents to City Staff for review and comment.
February 2025	Bid Letting
April 2025	Start of Construction
November 2025	Project Completion

ATTACHMENT 3

SCHEDULE OF FEES

2024 Standard Hourly Rates

Rates are effective as of January 1, 2024 and are subject to change on an annual basis.



Job Type	Hourly Rate
Administrative I-IV	\$75-145
Applied Technology Specialist I-Senior	\$105-160
Architect I-Senior	\$125-225
Architectural Designer I-Senior	\$115-175
Business Developer I-Senior	\$145-220
Business Writer I-Senior	\$110-130
Civil Engineer I-Senior	\$140-230
Civil Designer I-Senior	\$110-175
Construction Administrator I-Senior	\$115-175
Development Services Coordinator I-Senior	\$125-190
Drone Specialist I-Senior	\$110-160
Electrical Controls Designer	\$200
Electrical Engineer I-Senior	\$150-235
Electrical Designer I-Senior	\$120-185
Environmental Scientist/Engineer I-Senior	\$120-205
General Counsel	\$350
GIS Specialist I-Senior	\$125-195
Graphic Designer I-Senior	\$105-125
IT Specialist I-Senior	\$125-190
Interior Designer I-Senior	\$125-190

Job Type	Hourly Rate
Land Surveyor I-Senior	\$115-200
Land Survey Specialist I-Senior	\$100-145
Landscape Architect I-Senior	\$130-205
Landscape Designer I-Senior	\$110-160
Marketing Consultant/Specialist I-Senior	\$120-190
Mechanical Engineer I-Senior	\$150-235
Mechanical Designer I-Senior	\$120-185
Planner I-Senior	\$125-200
Senior Process Engineer	\$270
Project Coordinator I-IV	\$125-175
Project Manager I-Senior	\$135-225
Refrigeration Engineer I-Senior	\$170-275
Refrigeration Designer I-Senior	\$130-200
Senior Finance Consultant	\$190
Senior Project Executive	\$280
Structural Engineer I-Senior	\$145-230
Structural Designer I-Senior	\$115-175
Technical Writer I-Senior	\$145-160
Technology Engineer I-Senior	\$130-210
Technology Designer I-Senior	\$110-200
Telecommunications Engineer I-Senior	\$150-230

Job Type	Hourly Rate
Telecommunications Designer I-Senior	\$90-145
Visualization Specialist I-Senior	\$160-210
Videographer	\$145
Water/Wastewater Engineer I-Senior	\$145-230
Water/Wastewater Designer I-Senior	\$115-170
Water/Wastewater Project Manager I-Senior	\$135-225
Water/Wastewater Operator I-IV	\$110-125

Equipment	Hourly Rate
Survey Grade GPS/Robotics	\$62
Mapping Grade GPS	\$22
3D Laser Scanner	\$75
Manhole Scanner	\$75
Mobile Scanner**	Varies
R/C Boat + Sounding Equipment	\$58
Surveillance Drone	\$56
Photogrammetry Drone	\$138
Thermal Imaging Drone	\$193
LIDAR Drone**	Varies
All-Terrain Vehicle	\$30
Traffic Counter	\$15
Pipe Crawler** (per linear foot)	Varies

Mileage reimbursement is at the IRS standard rate.

Outside services are billed at cost plus 10%.

**Project-specific rates — call for pricing

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

DATE: August 19, 2024

ITEM:

Resolution – Approving Professional Services Agreement
2025 HMA Resurfacing Program – Phase 2

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$67,000.00 for Basic Services of the Consultant. In addition, the cost for performing Resident Consultant Services will not exceed \$62,000.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds and Road Use Tax.

BACKGROUND:

Approval of this action authorizes I+S Group, Inc. (ISG) to perform the professional services necessary for the 2025 HMA Resurfacing Program – Phase 2 at various locations throughout the City. This program will also include replacement of any ADA sidewalk ramps that are impacted by the project or are deemed to be non-compliant. There will be two (2) phases of the 2025 HMA Resurfacing Program in FY 24-25. Phase 1 will be similar in scope and size to that of programs of recent past, but is about as large of a program that we can put together and still get the work done in one construction season. Phase 1 is being presented to City Council at this same meeting. Phase 2 will be significantly smaller in scope and size, but will allow opportunities for other bidders to secure work in West Des Moines while being closely coordinated with the Phase 1 program. A vicinity map is not being provided since the exact locations of the project are not yet known.

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

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for the 2025 HMA Resurfacing Program – Phase 2.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 12, 2024		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2025 HMA Resurfacing Program – Phase 2
Project No. 0510-015-2025**

and,

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

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by I+S Group, Inc. (ISG), and

WHEREAS, the Engineering Services Department has obtained a written proposal from I+S Group, Inc. (ISG) to do the work requested, which estimates the following cost to the City of West Des Moines:

Basic Services of the Consultant	\$ 67,000.00
Resident Consultant Services	<u>\$ 62,000.00</u>
Total	\$129,000.00

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that I+S Group, Inc. (ISG) is hereby directed to prepare Plans, Specifications, Form of Contract, and Estimate of Cost for the above named project.

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with I+S Group, Inc. (ISG) for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this **19th** day of **August, 2024**.

Kevin L. Trevillyan, Mayor Pro tem

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 19th day of August, 2024, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and I+S Group, Inc. (ISG), (Fed. I.D. 41-0995051), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the 2025 HMA Resurfacing Program – Phase 2 (Project No. 0510-015-2025) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

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

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Total	\$ 129,000

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

4. INSURANCE

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

injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

5. NOTICE

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

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan T. Jacobson, City Clerk

Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: I+S Group, Inc. (ISG)
Attn: Nick Frederiksen, Senior Project Manager

Address: 207 E. 2nd Street, Suite 110
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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


23. COUNTERPARTS

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

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

I+S GROUP, INC. (ISG)

CITY OF WEST DES MOINES

BY: 

Nick Frederiksen, Senior Project Manager

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Basic Services of the Consultant

- Field review and assessment of streets to be identified by the City of West Des Moines staff for the 2025 HMA Resurfacing Program Phase 2. It is understood the total project budget is \$1,000,000 including Consultant fees.
- Consultant to review all pedestrian ramps adjacent to the streets identified for the 2025 HMA Resurfacing Program Phase 2. Consultant will complete all survey and design aspects for the construction of up to 30 pedestrian ramps. Consultant will complete design exceptions as needed.
- Preparation of Specifications and Construction Documents per guidance provided by City of West Des Moines Engineering staff.
- Consultant to use the Project SharePoint Site for File Transfers and Coordination. Consultant is responsible for administration of the Project SharePoint Site. Bi-weekly progress reports to be provided using OneNote.
- Coordination and meetings with City Staff, other stakeholders, individual residents and affected parties as required.
- Preparation of opinion of probable costs, bid notices, handling bidding inquiries, generating addenda as needed, reviewing bids, compiling bid tabulation, securing contracts and performance bond, obtaining certificates of insurance, and coordinating with utilities.
- Consultant will schedule and lead a pre-construction meeting.

Resident Consultant Services

- Provide a Resident Project Representative (RPR) to City Staff in observing the progress and quality of work. The RPR will act as directed and by and under the supervision of the Engineer and City Staff and will confer with City Staff to identify any issues that develop during construction.
- For the purposes of this proposal, it is assumed that the RPR will provide 30 hours of service per week during construction, that construction will span 12 weeks including night work.
- The RPR will assist the City and Contractor in providing proper notification to impacted businesses and residents and also monitoring traffic control setups.
- Construction administration and design interpretation during construction activities.
- Attend meetings with the contractor and City staff as requested, review shop drawings, prepare pay applications and any change orders, provides daily reports/logbooks of construction activities, prepare punch list, and furnish periodic reports to City staff as required.
- Provide verification of pedestrian ramps meeting ADA requirements.
- Maintain construction documentation and at the completion of the project will provide copies of all project documentation to West Des Moines Engineering Staff.
- Provide a single point of contact for City staff to address construction concerns and inquiries from residents and track responses to City staff.

ATTACHMENT 2

PROJECT SCHEDULE

August 2024	Consultant Services Agreement presented to City Council for consideration
September 2024	Complete Street Assessment
November 2024	Review Street Assessment with City Staff for comment Submit 60% Specifications and Construction Documents to City Staff for review and comment.
December 2024	Submit 90% Specifications and Construction Documents to City Staff for review and comment.
February 2025	Bid Letting
April 2025	Start of Construction
November 2025	Project Completion

ATTACHMENT 3

SCHEDULE OF FEES

2024 Standard Hourly Rates

Rates are effective as of January 1, 2024 and are subject to change on an annual basis.



Job Type	Hourly Rate
Administrative I-IV	\$75–145
Applied Technology Specialist I-Senior	\$105–160
Architect I-Senior	\$125–225
Architectural Designer I-Senior	\$115–175
Business Developer I-Senior	\$145–220
Business Writer I-Senior	\$110–130
Civil Engineer I-Senior	\$140–230
Civil Designer I-Senior	\$110–175
Construction Administrator I-Senior	\$115–175
Development Services Coordinator I-Senior	\$125–190
Drone Specialist I-Senior	\$110–160
Electrical Controls Designer	\$200
Electrical Engineer I-Senior	\$150–235
Electrical Designer I-Senior	\$120–185
Environmental Scientist/Engineer I-Senior	\$120–205
General Counsel	\$350
GIS Specialist I-Senior	\$125–195
Graphic Designer I-Senior	\$105–125
IT Specialist I-Senior	\$125–190
Interior Designer I-Senior	\$125–190

Job Type	Hourly Rate
Land Surveyor I-Senior	\$115–200
Land Survey Specialist I-Senior	\$100–145
Landscape Architect I-Senior	\$130–205
Landscape Designer I-Senior	\$110–160
Marketing Consultant/Specialist I-Senior	\$120–190
Mechanical Engineer I-Senior	\$150–235
Mechanical Designer I-Senior	\$120–185
Planner I-Senior	\$125–200
Senior Process Engineer	\$220
Project Coordinator I-IV	\$125–175
Project Manager I-Senior	\$135–225
Refrigeration Engineer I-Senior	\$170–275
Refrigeration Designer I-Senior	\$130–200
Senior Finance Consultant	\$190
Senior Project Executive	\$280
Structural Engineer I-Senior	\$145–230
Structural Designer I-Senior	\$115–175
Technical Writer I-Senior	\$145–160
Technology Engineer I-Senior	\$130–210
Technology Designer I-Senior	\$110–200
Telecommunications Engineer I-Senior	\$150–230

Job Type	Hourly Rate
Telecommunications Designer I-Senior	\$90–145
Visualization Specialist I-Senior	\$160–210
Videographer	\$145
Water/Wastewater Engineer I-Senior	\$145–230
Water/Wastewater Designer I-Senior	\$115–170
Water/Wastewater Project Manager I-Senior	\$135–225
Water/Wastewater Operator I-IV	\$110–125

Equipment	Hourly Rate
Survey Grade GPS/Robotics	\$62
Mapping Grade GPS	\$22
3D Laser Scanner	\$75
Manhole Scanner	\$75
Mobile Scanner**	Varies
R/C Boat + Sounding Equipment	\$58
Surveillance Drone	\$56
Photogrammetry Drone	\$138
Thermal Imaging Drone	\$193
LIDAR Drone**	Varies
All-Terrain Vehicle	\$30
Traffic Counter	\$15
Pipe Crawler** (per linear foot)	Varies

Mileage reimbursement is at the IRS standard rate.
 Outside services are billed at cost plus 10%.
 **Project-specific rates—call for pricing

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

DATE: August 19, 2024

ITEM:

Resolution – Approving Professional Services Agreement
2025 PCC Patching Program – Phase 1

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$110,000.00 for Basic Services of the Consultant. In addition, the cost for performing Resident Consultant Services will not exceed \$135,000.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from General Obligation Bonds and Road Use Tax.

BACKGROUND:

Approval of this action authorizes I+S Group, Inc. (ISG) to perform the professional services necessary for the 2025 PCC Patching Program – Phase 1 at various locations throughout the City. There will be two (2) phases of the 2025 PCC Patching Program in FY 24-25. Phase 1 for work along University Avenue from Jordan Creek Parkway to I-35/80 was presented to City Council on August 5, 2024. Exact locations for Phase 2 are not yet known, so no vicinity is being provided.

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

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for the 2025 PCC Patching Program – Phase 1.

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 REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 12, 2024		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**2025 PCC Patching Program – Phase 1
Project No. 0510-002-2025**

and,

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

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by I+S Group, Inc. (ISG), and

WHEREAS, the Engineering Services Department has obtained a written proposal from I+S Group, Inc. (ISG) to do the work requested, which estimates the following cost to the City of West Des Moines:

Basic Services of the Consultant	\$110,000.00
Resident Consultant Services	<u>\$135,000.00</u>
Total	\$245,000.00

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that I+S Group, Inc. (ISG) is hereby directed to prepare Plans, Specifications, Form of Contract, and Estimate of Cost for the above named project.

BE IT FURTHER RESOLVED, that the City Clerk is authorized and directed to enter into an agreement with I+S Group, Inc. (ISG) for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED on this **19th** day of **August, 2024**.

Kevin L. Trevillyan, Mayor Pro tem

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 19th day of August, 2024, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and I+S Group, Inc. (ISG), (Fed. I.D. 41-0995051), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the 2025 PCC Patching Program – Phase 1 (Project No. 0510-002-2025) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$ 110,000
II. Resident Consultant Services	<u>\$ 135,000</u>

Total \$ 245,000

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

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

4. INSURANCE

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

injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

5. NOTICE

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

FOR THE CITY:

Name: City of West Des Moines
Attn: Ryan T. Jacobson, City Clerk

Address: 4200 Mills Civic Parkway
City, State: West Des Moines, IA 50265-0320

FOR THE CONSULTANT:

Name: I+S Group, Inc. (ISG)
Attn: Nick Frederiksen, Senior Project Manager

Address: 207 E. 2nd Street, Suite 110
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

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

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

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

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15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

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shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

I+S GROUP, INC. (ISG)

CITY OF WEST DES MOINES

BY: 

Nick Frederiksen, Senior Project Manager

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Basic Services of the Consultant

- Field review and assessment of streets to be identified by the City of West Des Moines staff for the 2025 PCC Patching Program – Phase 1. It is understood the total project budget is \$1,750,000 including Consultant fees.
- Preparation of Specifications and Construction Documents per guidance provided by City of West Des Moines Engineering staff.
- Consultant to use the Project Sharepoint Site for File Transfers and Coordination. Consultant is responsible for administration of the Project SharePoint Site. Bi-weekly progress reports to be provided using OneNote.
- Coordination and meetings with City Staff, other stakeholders, individual residents and affected parties as required.
- Preparation of opinion of probable costs, bid notices, handling bidding inquiries, generating addenda as needed, reviewing bids, compiling bid tabulation, securing contracts and performance bond, obtaining certificates of insurance, and coordinating with utilities.
- Consultant will schedule and lead a pre-construction meeting.

Resident Consultant Services

- Provide a Resident Project Representative (RPR) to City Staff in observing the progress and quality of work. The RPR will act as directed and by and under the supervision of the Engineer and City Staff and will confer with City Staff to identify any issues that develop during construction.
- For the purposes of this proposal, it is assumed that the RPR will provide 28 hours of service per week during construction, that construction will span 30 weeks including night work.
- The RPR will assist the City and Contractor in providing proper notification to impacted businesses and residents and also monitoring traffic control setups.
- Construction administration and design interpretation during construction activities.
- Attend meetings with the contractor and City staff as requested, review shop drawings, prepare pay applications and any change orders, provides daily reports/logbooks of construction activities, prepare punch list, and furnish periodic reports to City staff as required.
- Provide verification of pedestrian ramps meeting ADA requirements.
- Maintain construction documentation and at the completion of the project will provide copies of all project documentation to West Des Moines Engineering Staff.
- Provide a single point of contact for City staff to address construction concerns and inquiries from residents and track responses to City staff.

ATTACHMENT 2

PROJECT SCHEDULE

August 2024	Consultant Services Agreement presented to City Council for consideration
September 2024	Complete Street Assessment
November 2024	Review Street Assessment with City Staff for comment Submit 60% Specifications and Construction Documents to City Staff for review and comment.
December 2024	Submit 90% Specifications and Construction Documents to City Staff for review and comment.
February 2025	Bid Letting
April 2025	Start of Construction
November 2025	Project Completion

ATTACHMENT 3

SCHEDULE OF FEES

2024 Standard Hourly Rates

Rates are effective as of January 1, 2024 and are subject to change on an annual basis.



Job Type	Hourly Rate
Administrative I-IV	\$75-145
Applied Technology Specialist I-Senior	\$105-160
Architect I-Senior	\$125-225
Architectural Designer I-Senior	\$115-175
Business Developer I-Senior	\$145-220
Business Writer I-Senior	\$110-130
Civil Engineer I-Senior	\$140-230
Civil Designer I-Senior	\$110-175
Construction Administrator I-Senior	\$115-175
Development Services Coordinator I-Senior	\$125-190
Drone Specialist I-Senior	\$110-160
Electrical Controls Designer	\$300
Electrical Engineer I-Senior	\$150-235
Electrical Designer I-Senior	\$120-185
Environmental Scientist/Engineer I-Senior	\$120-205
General Counsel	\$350
GIS Specialist I-Senior	\$125-195
Graphic Designer I-Senior	\$105-125
IT Specialist I-Senior	\$125-190
Interior Designer I-Senior	\$125-190

Job Type	Hourly Rate
Land Surveyor I-Senior	\$115-200
Land Survey Specialist I-Senior	\$100-145
Landscape Architect I-Senior	\$130-205
Landscape Designer I-Senior	\$110-160
Marketing Consultant/Specialist I-Senior	\$120-190
Mechanical Engineer I-Senior	\$150-235
Mechanical Designer I-Senior	\$120-185
Planner I-Senior	\$125-200
Senior Process Engineer	\$220
Project Coordinator I-IV	\$125-175
Project Manager I-Senior	\$135-225
Refrigeration Engineer I-Senior	\$170-275
Refrigeration Designer I-Senior	\$130-200
Senior Finance Consultant	\$190
Senior Project Executive	\$280
Structural Engineer I-Senior	\$115-230
Structural Designer I-Senior	\$115-175
Technical Writer I-Senior	\$145-160
Technology Engineer I-Senior	\$130-210
Technology Designer I-Senior	\$110-200
Telecommunications Engineer I-Senior	\$150-230

Job Type	Hourly Rate
Telecommunications Designer I-Senior	\$90-145
Visualization Specialist I-Senior	\$160-210
Videographer	\$145
Water/Wastewater Engineer I-Senior	\$145-230
Water/Wastewater Designer I-Senior	\$115-170
Water/Wastewater Project Manager I-Senior	\$135-225
Water/Wastewater Operator I-IV	\$110-125

Equipment	Hourly Rate
Survey Grade GPS/Robotics	\$62
Mapping Grade GPS	\$22
3D Laser Scanner	\$75
Manhole Scanner	\$75
Mobile Scanner**	Varies
R/C Boat + Sounding Equipment	\$58
Surveillance Drone	\$56
Photogrammetry Drone	\$138
Thermal Imaging Drone	\$193
LIDAR Drone**	Varies
All-Terrain Vehicle	\$30
Traffic Counter	\$15
Pipe Crawler** (per linear foot)	Varies

Mileage reimbursement is at the IRS standard rate.

Outside services are billed at cost plus 10%.

**Project-specific rates—call for pricing.

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

DATE: August 19, 2024

ITEM:

Resolution – Approving Professional Services Agreement
Library Air Handler Replacements

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$85,750.00 for Basic Services of the Consultant. In addition, the cost for performing Resident Consultant Services will not exceed \$36,750.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract. All costs for these services can be paid from account no. 500.000.000.5250.495 with the ultimate funding intended to come from Local Option Sales & Service Tax (Library) and General Obligation Bonds (Public Safety Station No. 22). The City is in receipt of an Energy Efficiency and Conservation Block Grant (EECBG) through the U.S. Department of Energy in the amount of \$131,740.00 for work at the Library.

BACKGROUND:

Approval of this action authorizes Resource Consulting Engineers, LLC to perform the professional services necessary for the replacement of the remaining air handlers at the Library located at 4000 Mills Civic Parkway. The project will also include the replacement of an energy recovery unit (ERU) and the addition of a dedicated outside air supply (DOAS) unit at Public Safety Station No. 22 located at 1801 68th Street. The work at Public Safety Station No. 22 is being included with this project as the scope of work at this facility is small, and likely more competitive bids will be received for this work if included with a larger project like that of the Library Air Handler Replacements project.

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

OUTSTANDING ISSUES:

None.

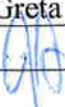
RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement for the Library Air Handler Replacements.

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 REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	August 12, 2024		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**Library Air Handler Replacements
Project No. 0510-028-2024**

and,

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

WHEREAS, Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Resource Consulting Engineers, LLC, and

WHEREAS, the Engineering Services Department has obtained a written proposal from Resource Consulting Engineers, LLC to do the work requested, which estimates the following cost to the City of West Des Moines:

Basic Services of the Consultant	\$ 85,750.00
Resident Consultant Services	<u>\$ 36,750.00</u>
Total	\$122,500.00

therefore,

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

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

PASSED AND APPROVED on this **19th** day of **August, 2024**.

Kevin L. Trevillyan, Mayor Pro tem

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 19th day of August, 2024, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Resource Consulting Engineers, LLC, (Fed. I.D. #45-5150146), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

Services provided under this Agreement for the Library Air Handler Replacements (Project No. 0510-028-2024) shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	\$ 85,750
II. Resident Consultant Services	\$ <u>36,750</u>

Total \$122,500

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

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

4. INSURANCE

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

injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Resource Consulting Engineers, LLC
Attn: Corey B. Metzger, PE, Principal
Address: 301 Alexander Avenue, Suite C
City, State: Ames, IA 50010

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

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

19. TAXES

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

20. SEVERABILITY

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

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

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

23. COUNTERPARTS

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

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

RESOURCE CONSULTING ENGINEERS, LLC

CITY OF WEST DES MOINES

BY:  _____

BY: _____

Corey B. Metzger, PE, Principal

Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Services to be provided:

- **Basic Services of the Consultant** (Mechanical, Electrical and Plumbing Design and Bidding Phase Services), including:
 - Administration of project SharePoint site
 - Provide bi-weekly progress reports in OneNote on project SharePoint site
 - Participation in design review and coordination meetings
 - Review of applicable codes and standards
 - Development of detailed phasing requirements to address need for facilities to maintain operation while project work is occurring
 - Design of air handling systems for Library Building, including:
 - Heating and cooling load calculations
 - Ventilation calculations
 - Verification of pressure relationship requirements
 - Review of need/options for air-to-air energy recovery
 - Design of mechanical system components
 - Duct modifications for connection to new equipment
 - Piping modifications for connections to new equipment
 - Design of ERU Replacement and DOAS Unit Addition for Public Safety Station No. 22 Building:
 - Ventilation calculations and associated heating/cooling load calculations
 - Review of pressure relationship requirements for balancing purposes
 - Design of mechanical system components
 - Duct modifications for connection to new equipment
 - Piping modifications for connection to new equipment
 - Design of electrical systems to serve addition, including:
 - Electrical load calculations
 - Electrical power distribution (normal building power) modifications to serve new mechanical equipment in both facilities
 - Fire alarm system modifications to serve new air handling equipment configurations at both buildings
 - Design of plumbing/piping systems to serve addition, including:
 - Modifications to drainage systems to serve condensate drains for equipment at both buildings as necessary

- Development of MEP drawings and specifications necessary for permit, electronic bidding, and construction
- Coordinate with commissioning agents hired separately by the City
- Bidding Phase Services:
 - Submittal of final opinion of construction costs
 - Generation and handling of notices to bidders
 - Incorporation of necessary EECBG grant paperwork for bidder consideration
 - Response to requests for information
 - Preparation of Addenda, as necessary
 - Review of prior approval requests for system components or equipment
 - Attendance at pre-bid meeting
 - Bid tabulation and recommendation documents
 - Securing construction contract documents
- **Resident Services of the Consultant (Mechanical, Electrical and Plumbing Construction Phase Services), including:**
 - Administration of project SharePoint site
 - Provide bi-weekly progress reports in OneNote on project SharePoint site
 - Construction observation site visits and attendance at all construction meetings
 - Response to Contractor questions and RFIs that arise during construction process
 - Response to inspector questions that arise during construction process
 - Review of submittals during construction process
 - Development of change documentation as necessary during construction process
 - Assistance in processing monthly pay applications and any necessary change orders
 - Assistance with EECBG grant compliance and requested documentation
 - Coordinate with commissioning agents hired separately by the City
 - Development of Record Drawings incorporating changes identified during construction and key markups from Contractor's As-Built Drawings

ATTACHMENT 2

PROJECT SCHEDULE

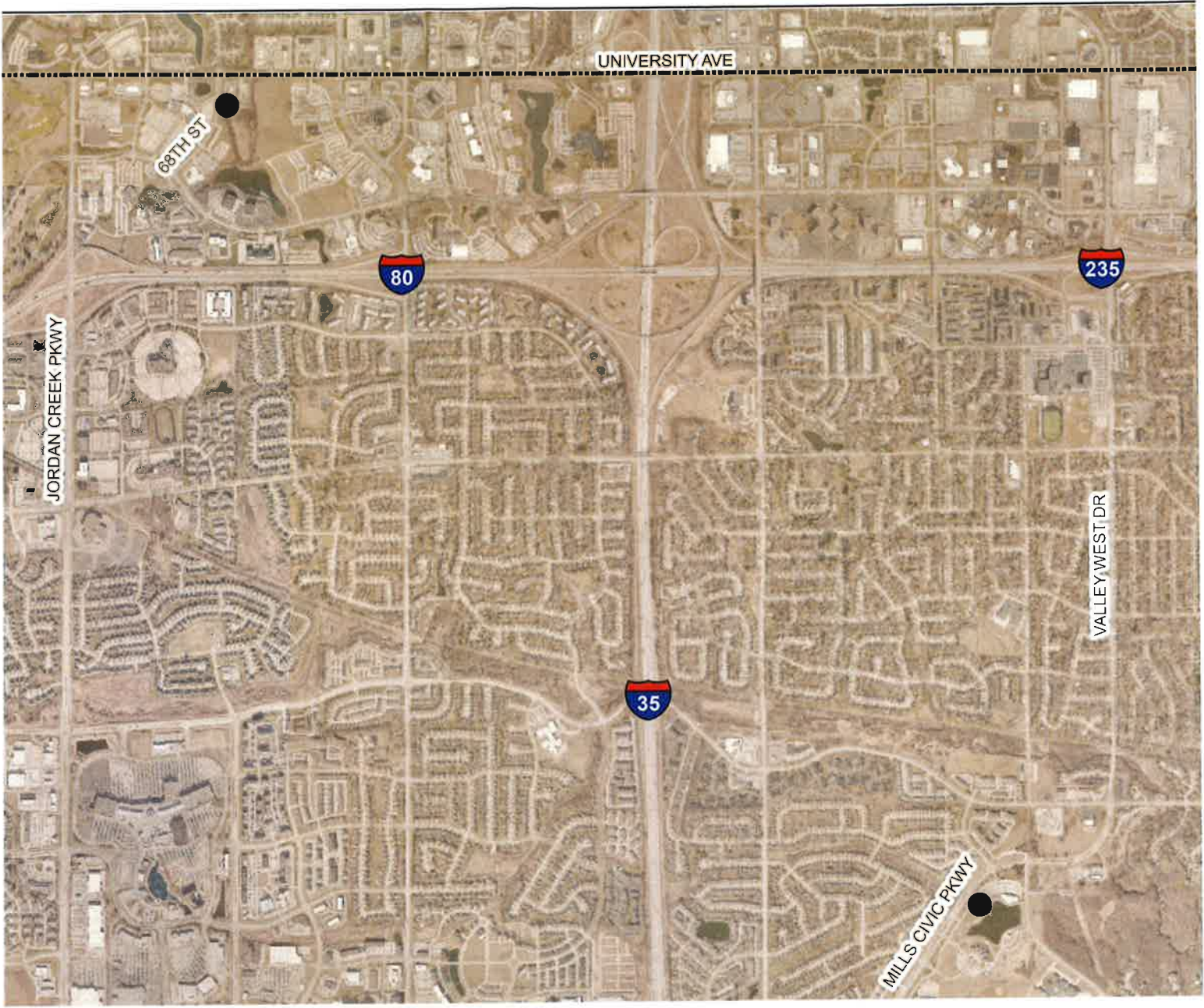
August 2024	Approval of Agreement for Professional Consulting Services
October 2024	Submittal of Preliminary Design Documents along with Cost Estimate for Review
December 2024	Submittal of 90% Plans & Specifications for City Staff to Review & Comment
January 2025	Bid Letting
August 2025	Equipment Delivery
September 2025	Start Construction
December 2025	Project Completion

ATTACHMENT 3

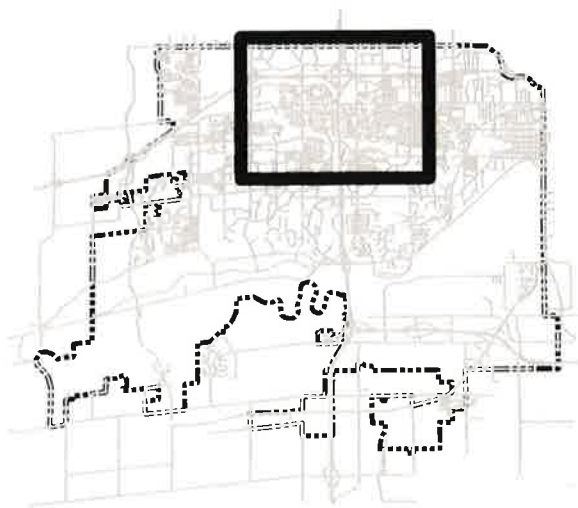
SCHEDULE OF FEES

Rates are effective as of January 1, 2024 and are subject to annual increases:

- Principal/Project Manager (Corey Metzger or James Deeds): \$175/hour
- Senior Electrical Engineer (David Repair or Mike Chambers): \$160/hour
- Senior Mechanical Engineer (Clint Rabe or Chuck Heldenbrand): \$160/hour
- Project Mechanical Engineer (Brendan Harms or Matt Eisner): \$120/hour
- Electrical Engineer (Bidisha Dutta): \$110/hour
- Mechanical Engineer (Kate Hall): \$110/hour
- Senior Electrical/Lighting Designer (Jenny Olson): \$110/hour
- Electrical Designer (Sean Gray): \$90/hour
- Intern: \$70/hour
- Support Staff (Kortney Morgan): \$60/hour



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:	Library Air Handler Replacements		
LOCATION:	Library at 4000 Mills Civic Parkway and Station 22 at 1801 68th Street		
DRAWN BY: JPM	DATE: 8/5/2024	PROJECT NUMBER/NAME: 0510-028-2024	SHT. 1 of 1

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

DATE: August 19, 2024

ITEM:

Resolution – Approving Proposal from MidAmerican Energy Company to Extend Electrical Service
Grand Avenue – South 88th Street to South Grand Prairie Parkway

FINANCIAL IMPACT:

The cost of this work is estimated to be \$45,422.05 for the single phase underground electric service extension to accommodate one (1) new streetlight on the new Grand Avenue bridge over Sugar Creek as well as the four (4) new lighted monuments that were installed adjacent to this bridge. The actual costs may vary from estimates and will be determined at the time of construction. These improvements can be paid from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Grand Prairie Parkway Urban Renewal Area TIF.

BACKGROUND:

The City recently completed the construction of a new bridge on Grand Avenue over Sugar Creek between South 88th Street and South Grand Prairie Parkway as part of the Microsoft Ginger West development. One (1) new streetlight is to be installed on the bridge and we were made aware by MidAmerican Energy about 6 months ago that they will no longer install any streetlights on bridges like they have in the past. The streetlight will have to be installed and maintained by the City going forward. However, we are still in need of an electrical service extension for this streetlight and the four (4) monuments adjacent to the bridge. City Staff looked into costs of a temporary solar option until such time that development in the area brings electric closer to the bridge site, but the costs were approximately \$30,000-\$35,000 including design costs and City Staff do not feel this is a cost-effective solution, especially considering there will be additional costs in the future to convert from solar to electric. City Staff recommend approval of this MidAmerican Energy proposal for extension of single phase underground electric service.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Proposal from MidAmerican Energy Company to Extend Electrical Service.

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	AB

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Informed	August 12, 2024		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROPOSAL

WHEREAS, the City Council of the City of West Des Moines has heretofore directed the extension of single phase underground electric service for the following described public improvement:

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

WHEREAS, a proposal has been received from MidAmerican Energy Company, a franchised utility, to perform said work; and,

WHEREAS, the estimated costs for said work is \$45,422.05;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the proposal from MidAmerican Energy Company be accepted and approved.

PASSED AND APPROVED on this **19th** day of **August, 2024**.

Kevin L. Trevillyan, Mayor Pro tem

ATTEST:

Ryan T. Jacobson, City Clerk



MidAmerican Energy
PO Box 657
Des Moines, IA 50306

May 30, 2024

City of West Des Moines
Attention: Bob Gordon
Bob.Gordon@wdm.iowa.gov

Reference: Revision 2 single phase primary extension for the lighting on the new monument sign. City project 0510-009-2021, located on Grand Ave near the East end of the bridge in West Des Moines Ia. MX: 3208464

Dear City of West Des Moines:

MidAmerican Energy Company proposes to provide 120/240 volt, single-phase, three-wire underground distribution system for the above project. The applicant charge for this installation is \$45,422.05 and will be invoiced at project completion. All applicable credits have been issued upfront for the new monument sign. This proposal is valid for 90 days and if MidAmerican Energy Company construction has not commenced within 12 months it may be voided. This proposal is subject to the following terms:

MidAmerican Energy Proposes To:

1. Furnish and install underground primary cable between the transformer and MidAmerican Energy's distribution system.
2. Furnish and install the pad and pad mounted transformer to provide 120/240 volt, single-phase, three-wire service at the location shown on the drawing.
3. Connect the primary and secondary cables at the transformer or pedestal.
4. Furnish and install the applicable electric meter.

The Applicant Agrees To:

1. Furnish and install an electric meter setting for each tenant, applicable sockets, conduit, cabinets and wiring according to MidAmerican Energy Company's standards. Please contact your local customer project coordinator to complete the service application to initiate new meter and service connection.
2. Furnish, install, own and maintain all secondary cable between the transformer and the metering point.

5. Grade the underground primary cable route to within four inches of final grade and clear the route of construction materials, obstructions, trees, etc. Extra costs for additional excavation beyond normal trenching operations due to unforeseen underground obstructions shall be paid by the applicant.
6. Furnish easements to MidAmerican Energy without cost. (Furnish survey drawing and/or legal description for easement preparation.) If a 3rd party easement is required any cost associated in obtaining the easement will be paid by the applicant.
7. Pursuant to MidAmerican's tariff, the Applicant is required to pay actual permit fees. Permit fees may not be offset by Revenue Credit and are to be paid regardless of whether the applicant is required to pay a Refundable Advance or a Nonrefundable Contribution.
8. Locate all underground facilities such as storm and sanitary sewer, septic lines, underground electric cable, communication cable, irrigation systems and water lines that are not located by members of One Call. MidAmerican Energy Company assumes no liability for private facilities not located.
9. Stake all necessary lot lines, corners and buildings before installation of the primary cable.
10. Agree to indemnify and hold MidAmerican Energy harmless from any and all damages that may result from the non-tamping of backfill operations conducted by MidAmerican Energy. In case any actions brought against MidAmerican Energy or any of its agents or employees, relative to such backfill operations, the applicant shall assume full responsibility for the defense thereof. Upon failure to do so on proper notice, MidAmerican Energy reserves the right to defend such action and charge all costs to the applicant, provided, however, that nothing shall be construed as an assumption of liability by the Applicant for damages and claims attributable to MidAmerican Energy's negligence.

11. Be responsible for complying with all aspects of compliance as required by any local, state, or federal permit or plan associated with storm water pollution prevention or erosion control. It is specifically understood and agreed that MidAmerican Energy Company is providing the service requested by the Applicant solely for the Applicant. MidAmerican Energy Company will not become or agree to become a co-permittee or operator for the purpose of applicants' compliance with any local, state or federal permit or plan associated with storm water pollution prevention or erosion control.

All meter and related metering equipment locations shall be approved by the company. Unless Company approval of an exception is given, all meters and related meter equipment must be installed outside and securely attached to permanent structure.

There is an additional charge for connecting and disconnecting your temporary construction power pole. If this additional service is required, MidAmerican Energy Company will bill the Applicant accordingly.

MidAmerican Energy installed facilities will remain the property of MidAmerican Energy.

If MidAmerican Energy is required to start construction of underground electric facilities during the winter season, the work will be subject to an additional winter construction charge.

If this proposal is satisfactory, please sign and return one copy of this letter to me. MidAmerican Energy will release the work for scheduling upon the receipt of the signed proposal and site readiness.

If you have any questions, please call me at (515) 252-6413.

Sincerely,
MidAmerican Energy Company



Chad Ernst
Customer Project Coordinator

Enclosures Design Map

Accepted By: _____

Date: _____ Date Service Required: _____



3208464 – Grand Ave. Streetlights – 88th to SGPP



STREETLIGHT INFORMATION		
Street Name	Grand Ave	Grand Ave
Streetlight Quantity	15	3
Streetlight type	LED	LED
Wattage	250W Equiv	250W Equiv
Mast length	6ft.	12ft.
Pole Height	34.5ft	34.5ft
Streetlight Setback	6ft.	6ft.
Material / Finish	Steel, Galvanized	Steel, Galvanized

CUSTOMER SHALL PROVIDE THE FOLLOWING	
911 ADDRESSES	
X	EASEMENTS & EASEMENT DESCRIPTION (METES & BOUNDS). MUST STAKE EASEMENTS PRIOR TO CONSTRUCTION
X	STAKING FOR STREETLIGHT PLACEMENT
	STAKED LOT CORNERS & SIDELOT MID-POINTS
X	TRANSFORMER PAD(S) - REFER TO ELECTRIC SERVICE MANUAL
X	FINAL GRADE PRIOR TO CONSTRUCTION
X	CLEARING AND GRUBBING IN EASEMENT AND/OR ROW
X	UNOBSTRUCTED PATH FOR CONSTRUCTION EQUIPMENT
X	10' LEVEL AND CLEAR AREA IN FRONT OF MEC EQUIPMENT DOORS
	SERVICE CABLES ON COMMERCIAL & APARTMENT BUILDINGS
	TRANSFORMER FIRE BARRIER WALL IF REQUIRED BY AUTHORITIES
	ASSESSMENT & IMPLEMENTATION OF SPILL PREVENTION CONTROL & COUNTERMEASURE (SPCC) & OIL CONTAINMENT PLANS
	SEE APPENDIX B-1, PAGE 89 IN 2020 ELECTRIC SERVICE MANUAL
	FIND ELECTRIC SERVICE MANUAL AT: https://www.midamericanenergy.com/media/pdf/electricservicemanual.pdf



GRAPHIC	LEGEND	DESCRIPTION
[Symbol]	EXISTING OVERHEAD 1 PHASE CONDUCTOR	EXISTING OVERHEAD 1 PHASE CONDUCTOR
[Symbol]	EXISTING OVERHEAD 2 PHASE CONDUCTOR	EXISTING OVERHEAD 2 PHASE CONDUCTOR
[Symbol]	EXISTING OVERHEAD 3 PHASE CONDUCTOR	EXISTING OVERHEAD 3 PHASE CONDUCTOR
[Symbol]	EXISTING OVERHEAD FEEDER	EXISTING OVERHEAD FEEDER
[Symbol]	EXISTING OVERHEAD TRANSMISSION	EXISTING OVERHEAD TRANSMISSION
[Symbol]	EXISTING UNDERGROUND 1 PHASE CABLE	EXISTING UNDERGROUND 1 PHASE CABLE
[Symbol]	EXISTING UNDERGROUND 2 PHASE CABLE	EXISTING UNDERGROUND 2 PHASE CABLE
[Symbol]	EXISTING UNDERGROUND 3 PHASE CABLE	EXISTING UNDERGROUND 3 PHASE CABLE
[Symbol]	EXISTING UNDERGROUND FEEDER	EXISTING UNDERGROUND FEEDER
[Symbol]	EXISTING OVERHEAD SECONDARY CONDUCTOR	EXISTING OVERHEAD SECONDARY CONDUCTOR
[Symbol]	EXISTING OVERHEAD STREET LIGHT CONDUCTOR	EXISTING OVERHEAD STREET LIGHT CONDUCTOR
[Symbol]	EXISTING UNDERGROUND SECONDARY CABLE	EXISTING UNDERGROUND SECONDARY CABLE
[Symbol]	EXISTING UNDERGROUND STREET LIGHT CABLE	EXISTING UNDERGROUND STREET LIGHT CABLE
[Symbol]	EXISTING CUSTOMER DANE 2 SE CONDUIT	EXISTING CUSTOMER DANE 2 SE CONDUIT
[Symbol]	EXISTING OVERHEAD TRANSFORMER	EXISTING OVERHEAD TRANSFORMER
[Symbol]	EXISTING OVERHEAD TRANSFORMER BANK	EXISTING OVERHEAD TRANSFORMER BANK
[Symbol]	EXISTING OVERHEAD FUSE	EXISTING OVERHEAD FUSE
[Symbol]	EXISTING OVERHEAD SWITCH	EXISTING OVERHEAD SWITCH
[Symbol]	EXISTING OVERHEAD CAPACITOR BANK	EXISTING OVERHEAD CAPACITOR BANK
[Symbol]	EXISTING VOLTAGE REGULATOR	EXISTING VOLTAGE REGULATOR
[Symbol]	EXISTING RECLOSEM	EXISTING RECLOSEM
[Symbol]	EXISTING OVERHEAD FAULT INDICATOR	EXISTING OVERHEAD FAULT INDICATOR
[Symbol]	EXISTING 1 PHASE PADMOUNT TRANSFORMER	EXISTING 1 PHASE PADMOUNT TRANSFORMER
[Symbol]	EXISTING 3 PHASE PADMOUNT TRANSFORMER	EXISTING 3 PHASE PADMOUNT TRANSFORMER
[Symbol]	EXISTING 4 BAY SWITCHGEAR	EXISTING 4 BAY SWITCHGEAR
[Symbol]	EXISTING 8 BAY SWITCHGEAR	EXISTING 8 BAY SWITCHGEAR
[Symbol]	EXISTING FUSED ENCLOSURE	EXISTING FUSED ENCLOSURE
[Symbol]	EXISTING PRIMARY ENCLOSURE	EXISTING PRIMARY ENCLOSURE
[Symbol]	EXISTING PAD MOUNT CAPACITOR BANK	EXISTING PAD MOUNT CAPACITOR BANK
[Symbol]	EXISTING SECONDARY PEDestal	EXISTING SECONDARY PEDestal
[Symbol]	EXISTING SECONDARY HANGOFF	EXISTING SECONDARY HANGOFF
[Symbol]	EXISTING MEC TRANSMISSION POLE	EXISTING MEC TRANSMISSION POLE
[Symbol]	EXISTING MLC DISTRIBUTION POLE	EXISTING MLC DISTRIBUTION POLE
[Symbol]	CUSTOMER OWNED POLE	CUSTOMER OWNED POLE
[Symbol]	EXISTING DOWNGUY	EXISTING DOWNGUY
[Symbol]	EXISTING STREETLIGHT	EXISTING STREETLIGHT
[Symbol]	EXISTING SECURITY LIGHT	EXISTING SECURITY LIGHT
[Symbol]	EXISTING FLOOD LIGHT	EXISTING FLOOD LIGHT
[Symbol]	EXISTING PRIMARY RISER	EXISTING PRIMARY RISER
[Symbol]	EXISTING PRIMARY SPUR	EXISTING PRIMARY SPUR
[Symbol]	EASEMENT	EASEMENT
[Symbol]	CUSTOMER INSTALLED DUCT	CUSTOMER INSTALLED DUCT
[Symbol]	INSTALLS	INSTALLATIONS ARE DISPLAYED IN RED
[Symbol]	REMOVALS	REMOVALS ARE DISPLAYED IN GREEN



Cust: CITY OF WEST DES MOINES - GRAND AVE STLTS S 88TH TO SGPP

Addr: Grand

City: West Des Moines

X = 1549987 Y = 560853



WMS_REV 3208464-1

Date: 5/29/2023

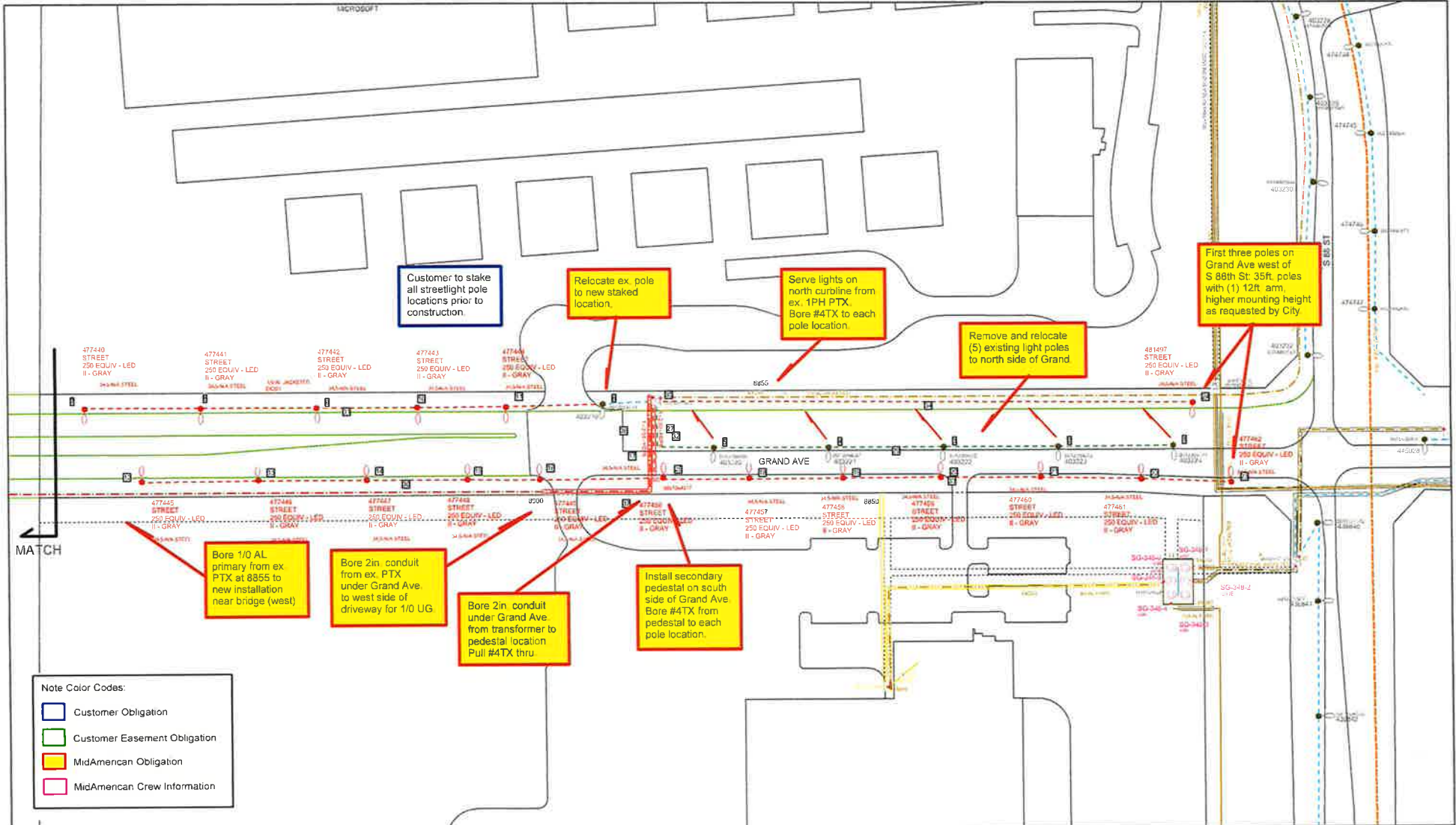
Scale: 1 IN = X FT

Designer: STENDER JACOB R

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for oil claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

Job Desc: Install 18 new streetlights, relocate 6 streetlights.



Customer to stake all streetlight pole locations prior to construction.

Relocate ex. pole to new staked location.

Serve lights on north curbside from ex. 1PH PTX Bore #4TX to each pole location.

Remove and relocate (5) existing light poles to north side of Grand

First three poles on Grand Ave west of S 88th St: 35ft. poles with (1) 12ft. arm, higher mounting height as requested by City

Bore 1/0 AL primary from ex. PTX at 8355 to new installation near bridge (west)

Bore 2in. conduit under Grand Ave. to west side of driveway for 1/0 UG.

Bore 2in. conduit under Grand Ave. from transformer to pedestal location Pull #4TX thru

Install secondary pedestal on south side of Grand Ave. Bore #4TX from pedestal to each pole location.

- Note Color Codes:
- Customer Obligation
 - Customer Easement Obligation
 - MidAmerican Obligation
 - MidAmerican Crew Information

MIDAMERICAN ENERGY COMPANY
 Cust: CITY OF WEST DES MOINES - GRAND AVE STLTS S 88TH TO SGPP
 Addr: Grand
 City: West Des Moines
 X = 1549987 Y = 560853

↑
 WMS_REV 3208464-1
 Date: 5/29/2024
 Scale: 1 IN = 150 FT
 Designer: STENDER, JACOB R

DISCLAIMER OF LIABILITY
 NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

Job Desc: Install 18 new streetlights, relocate 6 streetlights.

Notes:

- o Maintain at least three feet (3') of horizontal clearance and two feet (2') vertical clearance from water mains
- o Cross water mains at an angle between thirty and ninety degrees
- o Notify West Des Moines Water Works (515-222-3465) at least 48 hours prior to starting any utility work within 50 feet of a City water main, line, hydrant, valve, or other water item.
- o Visually verify the actual depth of water mains and services prior to crossing via trenchless construction methods.
- o Do not cross above a fire hydrant branch within four feet of a hydrant.
- o Maintain at least 18 inches of horizontal clearance behind hydrants.

Bore 1/0 AL primary from ex PTX at 8855 to new installation near bridge (west)

Customer to furnish, install, and own all service wire, per Section 6.2, page 23 under "Commercial, Industrial, and Other Services" MidAmerican Electric Service Manual

Place transformer (PTX) near east end of bridge for monument lighting

477440 STREET 250 EQUIV - LED II - GRAY

MATCH



Cust: CITY OF WEST DES MOINES - GRAND AVE STLTS S 88TH TO SGPP

Addr: Grand

City: West Des Moines

X = 1549987 Y = 560853



WMS_REV 3208464-1

Date: 5/29/2024

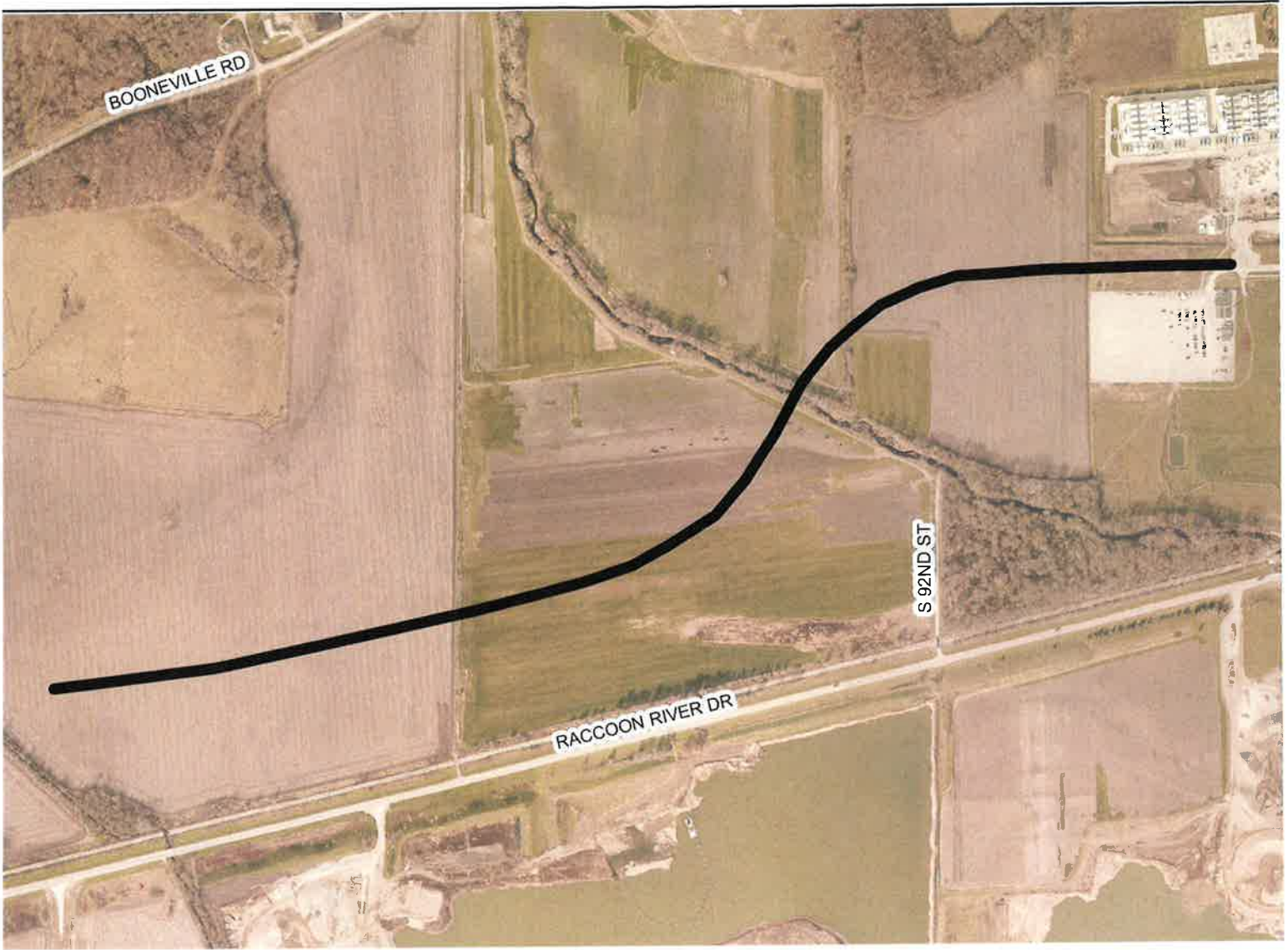
Scale: 1 IN = 150 FT

Designer: STENDER, JACOB R

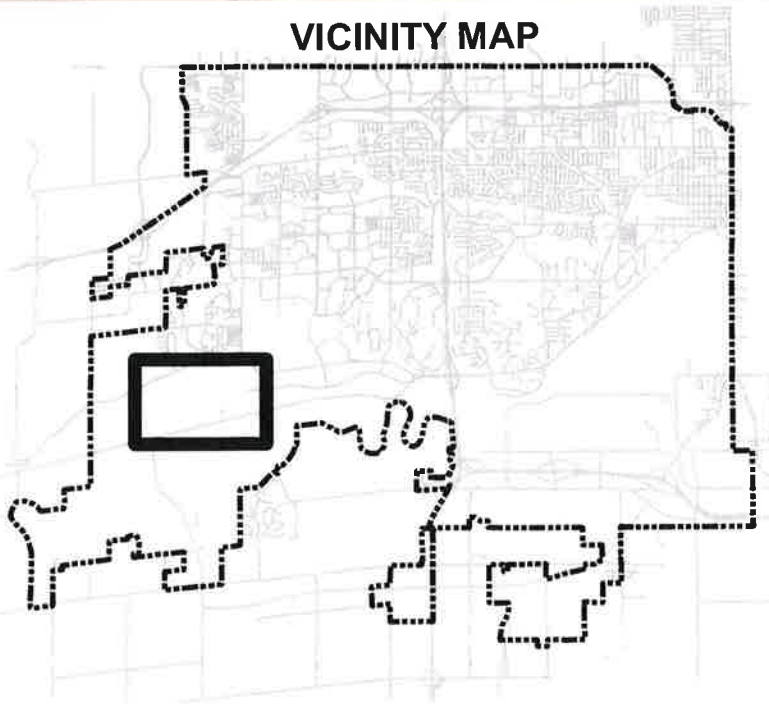
DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

Job Desc: Install 18 new streetlights, relocate 6 streetlights.

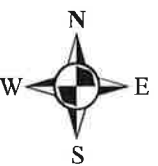


VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT:

Grand Avenue

LOCATION:

South 88th Street to South Grand Prairie Parkway

DRAWN BY: JDR

DATE: 10/19/2020

PROJECT NUMBER/NAME: 0510-009-2021

SHT. 1 of 1

CITY OF WEST DES MOINES STAFF REPORT COMMUNICATION

Meeting Date: August 19, 2024

ITEM: ITA Group Improvements Arcadia Building, 7000 Vista Drive – Approval and Acceptance of Storm Water Management Facility Maintenance Agreement – Dallas County Partners II – MML2-006467-2024

Resolution: Approval and Acceptance of Storm Water Management Facility Maintenance Agreement

Background: The City approved the ITA Group Improvements, Arcadia Building, Level 2 Minor Modification to Site Plan (MML2-006467-2024) allowing the construction of an accessory building on property located at 7000 Vista Drive. As part of the review of the site plan, staff found that no storm water facility agreement for one of the detention ponds on site had an accompanying agreement for the management and maintenance of the pond.

Staff Review & Comment: The requirement to provide the document(s) indicated above was reviewed by the City’s Legal Department and found to be necessary based on the proposed impacts of the project. For policy and title purposes, formal acceptance by the City Council is required.

Outstanding Issues: There are no outstanding issues.

Recommendation: Approve and Accept Storm Water Management Facility Maintenance Agreement.

Lead Staff Member: Kara Tragesser

Approval Meeting Dates:

Plan and Zoning Commission	n/a
City Council	August 19, 2024

Staff Report Reviews:

City Council	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Legal Department <input checked="" type="checkbox"/> Agenda Acceptance
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Publications (if applicable)

Published In:	N/A
Date(s) Published	
Date(s) of Mailed Notices	

Council Subcommittee Review (if applicable)

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

Location Map



Prepared by: Kara Tragesser, City of West Des Moines Development Services Dept., PO Box 65320, West Des Moines, Iowa
50265-0320 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION APPROVING AND ACCEPTING STORM WATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT

WHEREAS, it is the policy of the City of West Des Moines, Iowa to approve and accept all Easements, Agreements and other Legal Documents entered into with the City; and

WHEREAS, the following document(s) has been presented to the City Council for approval; and

A Storm Water Management Facility Maintenance Agreement from Dallas County Partners II, an Iowa general partnership, for property legally described on the associated documents; and

WHEREAS, it is in the best interests of the citizens of the City to approve and accept the above-described document(s).

NOW, THEREFORE, the City Council does approve and accept the document(s) described above. Said document(s) shall be filed with the county recorder as appropriate.

PASSED AND ADOPTED on August 19, 2024.

Kevin Trevillyan, Mayor Pro Tem

ATTEST:

Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on August 19, 2024, by the indicated vote.

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

DATE: August 19, 2024

ITEM: Resolution - Approval and Acceptance of Conveyance of Property Interests for the Legacy Woods Project, Project No. 0525 064.0400 001 2024.Land

FINANCIAL IMPACT: Minimal recording fees


BACKGROUND: Property interests necessary for the Legacy Woods Project have been donated from the West Des Moines Historical Society, an Iowa non-profit corporation. For policy and title purposes, the attached resolution approves and 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. 0525 064.0400 001 2024.Land

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Adopt a Resolution approving and accepting Conveyance of Property Interests to the City of West Des Moines for the Legacy Woods Project.

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

STAFF REVIEWS

Department Director	Ryan Penning, Director of Parks & Recreation
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			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

AUTHORIZING APPROVAL AND ACCEPTANCE OF CONVEYANCE OF PROPERTY INTERESTS FOR THE LEGACY WOODS PROJECT, PROJECT NO. 0525 064.0400 001 2024.Land

WHEREAS, the West Des Moines Historical Society, an Iowa non-profit corporation has agreed to donate the following property interest to the City of West Des Moines via a Warranty Deed:

Parcel 2020-84 of Plat of Survey recorded in Book 17986 at Page 857, being a part of the NE ¼ SE ¼ of Section 16, Township 78, Range 25 West of the 5th P.M. now included in and forming a part of the City of West Des Moines, Polk County, Iowa subject to any and all easements of record; and

WHEREAS, Council approved Parcel 2020-84 known as the Jordan House Plat of Survey on July 20, 2020; and

WHEREAS, on June 19, 2023 Council approved the purchase of 19.33 acres of property located adjacent to Fuller Road and Grand Avenue to allow construction of a city park including an arboretum adjacent to the Jordan House property; and

WHEREAS, on December 18, 2023 Council approved the 28E Agreement with the Community Foundation of Greater Des Moines to facilitate the development of the proposed park and arboretum project which will be amended by sperate action of Council to include Parcel 2020-84; and

WHEREAS, on June 17, 2024 Council approved the Master Plan for the development of the 22.8 acre property located at 2280 Grand Avenue which includes Parcel 2020-84; 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, it is in the best interest of the citizens of the City to approve and accept the above-described document(s).

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

1. The document(s) 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 documents shall be filed with the county recorder as appropriate.

PASSED AND ADOPTED this 19th day of August 2024.

Kevin Trevyllian, Mayor Pro Tem

ATTEST:

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: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265 (515) 222-3600

SPACE ABOVE THIS LINE FOR RECORDER

WARRANTY DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, the undersigned, on behalf of **West Des Moines Historical Society, an Iowa non-profit corporation** (“Grantor(s)”), hereby conveys to **City of West Des Moines**, a municipal corporation organized under the laws of the State of Iowa, (“Grantee”), the following described real estate in **Polk County**, Iowa:

Parcel 2020-84 of Plat of Survey recorded in Book 17986 at Page 857, being a part of the NE ¼ SE ¼ of Section 16, Township 78, Range 25 West of the 5th P.M. now included in and forming a part of the City of West Des Moines, Polk County, Iowa subject to any and all easements of record.

Grantor(s) does hereby covenant with Grantee, and successors in interest, that Grantor(s) holds the real estate by title in fee simple; that Grantor(s) has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and Grantor(s) covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated.

Words and phrases herein, including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the content.

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.

[Signature page to follow]

WEST DES MOINES HISTORICAL SOCIETY,
an Iowa non-profit corporation

By _____
Jeana Schultz, President

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2024, before me, a Notary Public, in and for said county, personally appeared **Jeana Schultz**, to me personally known, who being by me duly sworn did say that that person is **Board President** of said **West Des Moines Historical Society** and that said instrument was signed on behalf of the said **West Des Moines Historical Society** by authority of its board of directors and the said **Jeana Schultz** acknowledged the execution of said instrument to be the voluntary act and deed of said **West Des Moines Historical Society** by it voluntarily executed.

NOTARY PUBLIC

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

DATE: August 19, 2024

ITEM: Resolution – Approval of Amendment to Settlement Agreement between the City of West Des Moines and multiple entities owned by Richard Hurd and acceptance of property interests from Hurd Army Post Land, LLC

FINANCIAL IMPACT: None

SYNOPSIS: On June 3, 2024, the City Council approved a Settlement Agreement between the City and multiple entities owned by Richard Hurd (“Hurd”). As part of the approval, the City also approved acceptance of various property interests from different Hurd entities. During recordation of the documents, it was discovered some of the property interests had been inadvertently obtained from the wrong Hurd entity. It was brought to the City’s attention that Hurd Windsor, LLC had transferred property interests to Hurd Army Post Land, LLC. This new entity, Hurd Army Post Land, LLC, was not included as a party to the original Settlement Agreement.

Therefore, staff is recommending City Council approve an amendment to the Settlement Agreement to correctly identify the proper entities. Also, staff is recommending City Council accept certain property interests which correctly identify the Grantor as Hurd Army Post Land, LLC.

RECOMMENDATION: Approval of Amendment to the Settlement Agreement between the City of West Des Moines and multiple entities owned by Richard Hurd and Acceptance of property interests from Hurd Army Post Land, LLC.

Lead Staff Member: Jessica 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	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation			

**RESOLUTION APPROVING AMENDMENT TO THE SETTLEMENT AGREEMENT
BETWEEN THE CITY OF WEST DES MOINES AND MULTIPLE ENTITIES OWNED
BY RICHARD HURD AND ACCEPTANCE OF PROPERTY INTERESTS FROM HURD
ARMY POST LAND, LLC**

WHEREAS, on June 3, 2024 the City approved a Settlement Agreement (“Agreement”) with multiple entities owned by Richard Hurd (“Hurd”); and

WHEREAS, an amendment is necessary to correctly identify the proper Hurd entities; and

WHEREAS, documents updating the Grantor for the conveyance of certain property interests necessary to comply with the terms of the amendment to the Agreement have been presented to the City for approval; 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, approval of the Amendment to 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 Amendment to the 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, Hurd Mills Land, LLC, and Hurd Army Post Land, LLC is approved.
2. The Mayor Pro Tem is authorized to sign the Amendment to the Settlement Agreement on behalf of the City and the City Clerk is directed to attest to the Mayor Pro Tem’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 19th day of August 2024.

Kevin Trevillyan, Mayor Pro Tem

ATTEST:

Ryan T. Jacobson, City Clerk

AMENDED SETTLEMENT AGREEMENT

THIS AMENDED SETTLEMENT AGREEMENT ("Amended Agreement") is made this 12 day of August, 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, HURD WILLOW CREEK, LLC, and HURD ARMY POST LAND, 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.

WHEREAS, the original Settlement Agreement ("Settlement Agreement") was previously approved on June 3, 2024.

WHEREAS, this Amended Agreement corrects any reference to "Hurd Windsor, LLC" and replaces it with "Hurd Army Post Land, LLC".

NOW THEREFORE, Section I, Paragraph 4 (a) – (c) of the previously approved Settlement Agreement is amended to the following:

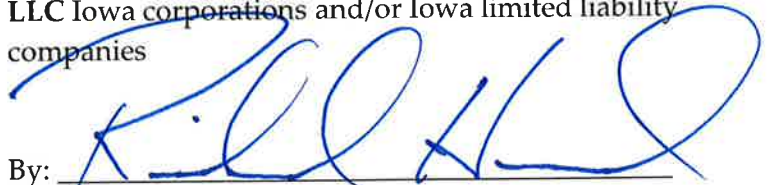
I. CONVEYANCE OF PROPERTY FROM HURD TO THE CITY.

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 Army Post Land, LLC shall convey to the City that certain parcel shown on Exhibit 03-F1.
 - b. Hurd Army Post Land, LLC shall grant the City easements over those certain parcels shown on Exhibits 03-P1 and 03-T1.
 - c. Hurd Army Post Land, LLC shall convey to the City via Quit Claim Deed that certain parcel shown on Exhibit 03-F2.

All other provisions of the previously approved Settlement Agreement shall remain as is and are unaffected by this amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the dates set forth above.

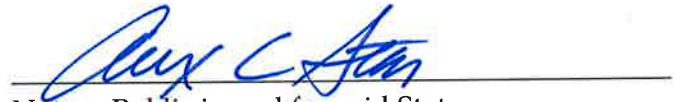
HURD REAL ESTATE SERVICES, INC., HURD LAND COMPANY, LLC, HURD BLACK, LLC, HURD WEST GLEN, LLC, HURD WINDSOR, LLC, HURD MILLS LAND, LLC, HURD WILLOW CREEK, LLC, and HURD ARMY POST LAND, LLC Iowa corporations and/or Iowa limited liability companies



By: _____
Richard W. Hurd, President and/or Manager

STATE OF IOWA)
) ss
COUNTY OF POLK)

This instrument was acknowledged before me on this 12 day of August, 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, HURD WILLOW CREEK, LLC, and HURD ARMY POST LAND, 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: _____
Kevin Trevillyan, Mayor Pro Tem

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 **KEVIN TREVILLYAN and RYAN T. JACOBSON**, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor Pro Tem 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 **KEVIN TREVILLYAN 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

Prepared by: Jessica Grove, Deputy City Attorney, PO Box 65320, West Des Moines, IA 50265 (515) 222-3474
Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265 (515) 222-3600

SPACE ABOVE THIS LINE FOR RECORDER

CORRECTED PERMANENT STORM SEWER EASEMENT

1. Grant of Permanent Easement

The undersigned, on behalf of **Hurd Army Post Land, LLC, an Iowa limited liability company** ("Grantor(s)", owner of property upon which this Easement is located), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to the **City of West Des Moines, Iowa**, a municipal corporation ("City"), a permanent and perpetual Storm Sewer Easement ("Easement") upon, over, under, through, and across the real property as shown and legally described on the attached Permanent Storm Sewer Easement Plat as **Exhibit "03-P1"** ("Easement Area").

This Corrected Permanent Storm Sewer Easement is being recorded to correct the name of the Grantor in the Permanent Storm Sewer Easement recorded in Book 19824 Page 452 on June 13, 2024 in the Office of the Polk County, Iowa Recorder.

Use and Purpose of Easement

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

- (a) No structure or building of any kind whatsoever shall be erected upon property that is the subject of this Easement without the express written consent of the City. If authorized by the City, the installation of driveways, sidewalks or other objects installed or placed in the Easement area shall be subject to removal and replacement at Grantor's expense if removed by the City to access the Easement Area for its intended purpose or to protect the sewer and appurtenant facilities.
- (b) The City agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be required from federal, state, county, municipal or other governmental agency or units exercising jurisdiction over the installation and operation of the facilities before using the Easement or exercising the rights herein provided, and further agrees to comply with and strictly observe any and all laws, rules, and regulations of any such governmental agency or unit.
- (c) The City shall take reasonable steps to ensure that all work performed by the City in the Easement Area will be initiated and completed within a reasonable period.

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

- (d) Unless done at the direction or by the authority of the City, nothing in this Easement Agreement shall obligate the City to perform any work or engage in any repair or restoration of the Easement Area resulting from actions taken by other individuals or entities (i.e., utility companies).
- (e) It is understood and agreed that the consideration for this Easement includes full compensation for damages to Grantor as agreed upon by the City and the Grantor.
- (f) Upon restoration of the Easement Area, Grantor will resume all maintenance responsibilities of the Easement Area.

2. Grant of Temporary Easement

Further, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey to the City a Temporary Construction Easement ("Temporary Easement") upon, over, under, through and across the real property as shown and legally described on the attached **Exhibits "03-T1" and "03-T2"** ("Temporary Easement Area").

Use and Purpose of Temporary Easement(s)

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

- (a) The City shall take reasonable steps to ensure that all work performed by the City in the Temporary Easement Area be initiated and completed within a reasonable period. Following completion of the work performed by the City, the Temporary Easement Area shall be restored to a condition similar to that which existed prior to the performance of work by the City, excluding the replacement of trees and landscaping and restoration of the existing grade. The City shall also be responsible for removal of all debris, spoils, equipment, etc. used by the City in connection with the work performed in the Temporary Easement Area.
- (b) Unless done at the direction or by the authority of the City, nothing in this grant of Temporary Easement shall obligate the City to perform any work or engage in any repair or restoration of the Temporary Easement Area resulting from actions taken by other individuals or entities other than the City, its employees or contractors.
- (c) Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City during the term of this Temporary Easement.

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

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

3. Hold Harmless

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

4. Benefits, Burdens and Assignment

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

5. Jurisdiction and Venue

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

6. Lawful Authority

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

7. Approval of City

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

8. Attorney Fees

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

9. Words and Phrases

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

10. Parties

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

11. Integration

This Easement shall constitute the entire agreement between the parties and no amendments or additions to this Easement shall be binding unless in writing and signed by both parties.

12. Paragraph Headings

The paragraph headings in this Easement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Easement.

Dated this 12 day of August, 2024.

HURD ARMY POST LAND, LLC,
an Iowa limited liability company

By [Signature]
Richard W. Hurd, Manager

STATE OF IOWA)
) SS
COUNTY OF Polk)

This record was acknowledged before me on the 12 day of August, 2024, by **Richard W. Hurd, as Manager of Hurd Army Post Land, LLC**, on behalf of whom the record was executed.

[Signature]
NOTARY PUBLIC

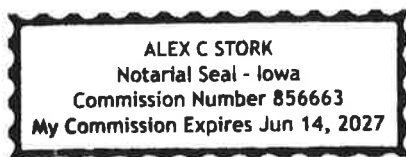
CERTIFICATION BY CITY OF WEST DES MOINES, IOWA

I, Ryan T. Jacobson, City Clerk of the City of West Des Moines, Iowa, do hereby certify that acquisition of the within and foregoing Storm Sewer Easement was duly authorized and approved by the City Council of the City of West Des Moines by Roll Call No. _____, passed on _____, 2024, and that this certificate is made pursuant to the authority of said City Council.

Signed this _____ day of _____, 2024.

CITY OF WEST DES MOINES, IOWA

BY: _____
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:** City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265 (515) 222-3600

SPACE ABOVE THIS LINE FOR RECORDER

CORRECTED QUIT CLAIM DEED

For One Dollar (\$1.00) and other valuable consideration, the undersigned, on behalf of **Hurd Army Post Land, LLC**, an Iowa limited liability ("Grantor"), does hereby Quit Claim to the **City of West Des Moines**, a municipal corporation organized under the laws of the State of Iowa, ("Grantee"), all its right, title, interest, estate, claim and demand in the following described real estate located in Polk County, Iowa:

As shown on the attached Acquisition Plats marked Exhibits "03-F1" and "03-F2",
subject to any and all easements of record.

This Corrected Quit Claim Deed is being recorded to correct the Grantor in the Quit Claim Deed that was recorded in Book 19824 Page 447 on June 13, 2024.

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

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 19th day of August, 2024.

[Signature page to follow]

HURD ARMY POST LAND, LLC
an Iowa limited liability company
By 
Richard W. Hurd, Manager

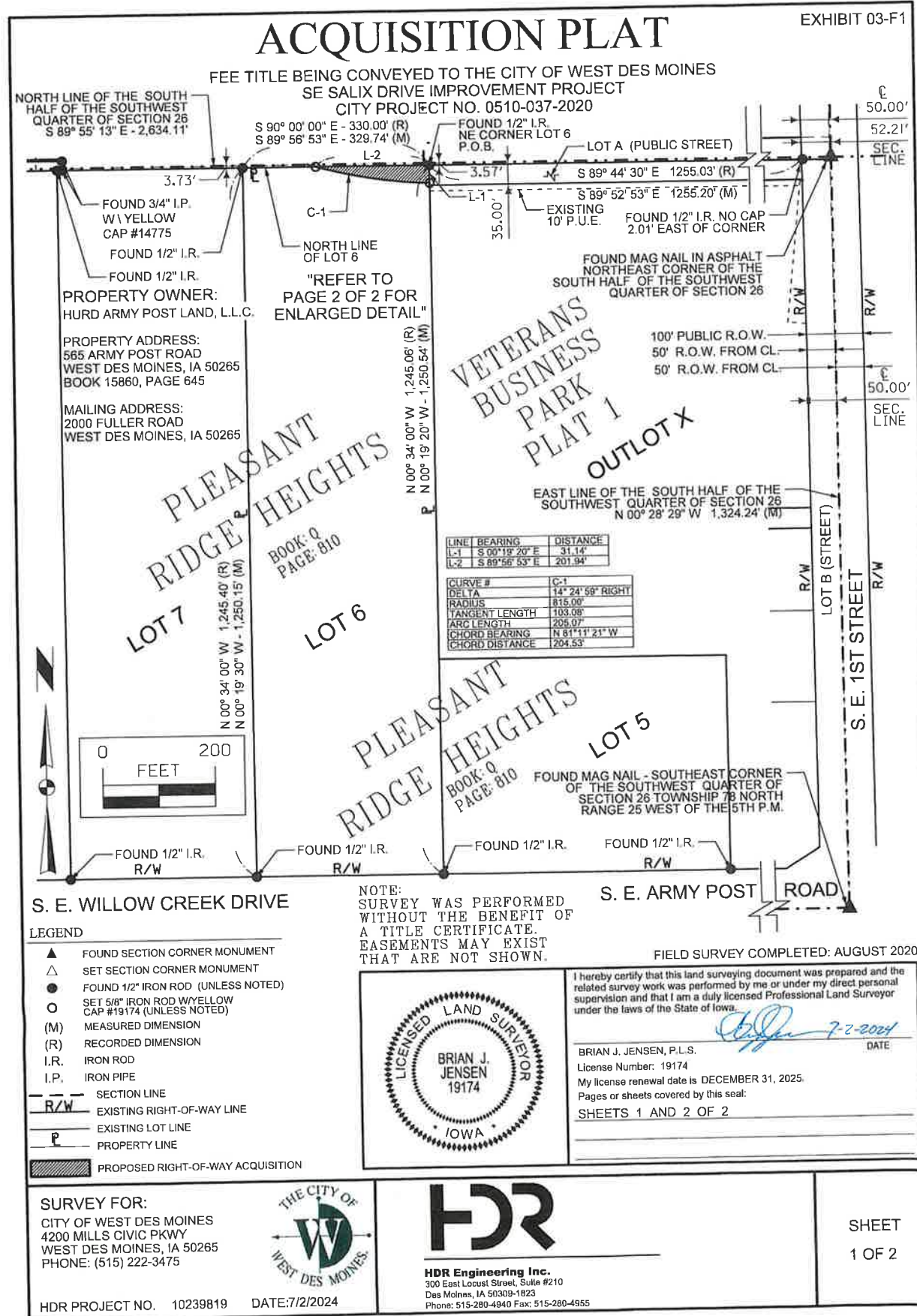
STATE OF IOWA)
) SS
COUNTY OF Polk)

This record was acknowledged before me on the 12 day of August, 2024, by **Richard W. Hurd** as **Manager of Hurd Army Post Land, LLC**, on behalf of whom the record was executed.


NOTARY PUBLIC



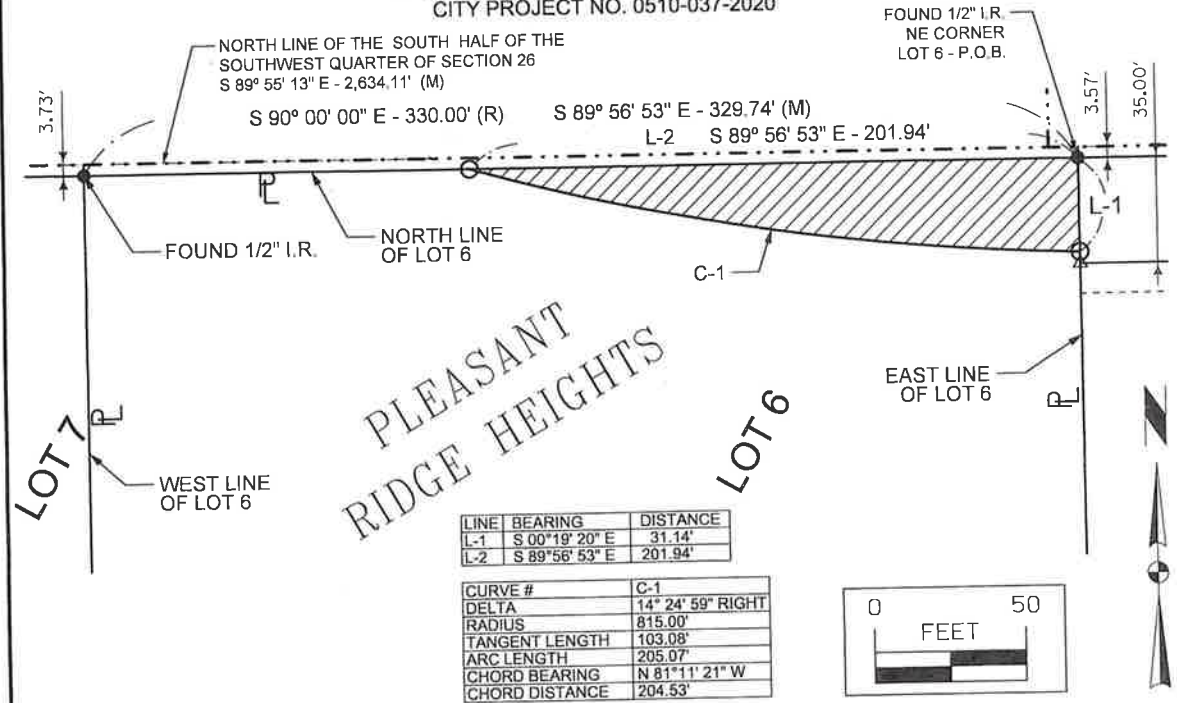
Index Legend	
City:	West Des Moines
County:	Polk County
Parcel ID:	320 / 03910-606-000
Description:	Lot 6, Pleasant Ridge Heights
Proprietor:	Hurd Army Post Land, L.L.C.
Surveyor:	Brian J. Jensen
Company:	HDR Engineering Inc.
Return To:	300 East Locust Street, Suite #210 Des Moines, IA 50309 (515) 280-4940



ACQUISITION PLAT

EXHIBIT 03-F1

FEE TITLE BEING CONVEYED TO THE CITY OF WEST DES MOINES
SE SALIX DRIVE IMPROVEMENT PROJECT
CITY PROJECT NO. 0510-037-2020



LINE	BEARING	DISTANCE
L-1	S 00°19' 20" E	31.14'
L-2	S 89°56' 53" E	201.94'

CURVE #	C-1
DELTA	14° 24' 59" RIGHT
RADIUS	815.00'
TANGENT LENGTH	103.08'
ARC LENGTH	205.07'
CHORD BEARING	N 81°11' 21" W
CHORD DISTANCE	204.53'



PROPERTY OWNER:
HURD ARMY POST LAND, L.L.C.

PROPERTY ADDRESS:
565 ARMY POST ROAD
WEST DES MOINES, IA 50265
BOOK 15860, PAGE 645

MAILING ADDRESS:
2000 FULLER ROAD
WEST DES MOINES, IA 50265

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 6 IN PLEASANT RIDGE HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, AS RECORDED IN BOOK Q, PAGE 810 OF THE POLK COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6, THENCE SOUTH 00°19'20" EAST ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 31.14 FEET TO THE BEGINNING OF A 815 FOOT RADIUS CURVE TO THE RIGHT CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE SAID 815 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A DISTANCE OF 205.07 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6, SAID CURVE HAVING A CENTRAL ANGLE OF 14°24'59", A CHORD BEARING OF NORTH 81°11'21" WEST AND A CHORD LENGTH OF 204.53 FEET, THENCE SOUTH 89°56'53" EAST ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 201.94 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4,024 SQUARE FEET OR 0.09 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL MEASURED BEARINGS AND DISTANCES ARE REFERENCED TO NAD83(2011) (EPOCH2010.00) IOWA REGIONAL COORDINATE SYSTEM, ZONE 8 (AMES - DES MOINES), US SURVEY FOOT, IOWA RTN DERIVED.

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3475



HDR Engineering Inc.
300 East Locust Street, Suite #210
Des Moines, IA 50309-1823
Phone: 515-280-4940 Fax: 515-280-4955

HDR PROJECT NO. 10239819 DATE: 7/2/2024

SHEET
2 OF 2

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Proclamation
Taste of the Junction Days
August 31, 2024

DATE: August 19, 2024

FINANCIAL IMPACT: None

BACKGROUND:

This year marks the 12th year of the Taste of the Junction Multicultural Festival on Labor Day weekend that promotes the strength of our community and highlights one of the most diverse and multicultural communities in West Des Moines


OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of proclamation recognizing Taste of the Junction Day, August 31, 2024.

Lead Staff Member: Audrey Kennis, Director of Human Services and Inclusion

STAFF REVIEWS

Department Director	Audrey Kennis, Director of Human Services and Inclusion
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



Proclamation
Taste of the Junction Day
Saturday, August 31, 2024

Whereas, the City of West Des Moines' strives is to be an inclusive and welcoming place for all residents, businesses, and visitors; and

Whereas, the City of West Des Moines was incorporated as a railroad town in Valley Junction and attracted culturally diverse residents to the area for jobs in the cement and railroad industry; and

Whereas, initially, Europeans, African Americans, Serbians, and Mexicans settled in Valley Junction and created a multicultural community of families that lived, worked, and shared their cultural experiences; and

Whereas, the annual Taste of the Junction Multicultural Festival seeks to preserve the history by hosting a two-day festival for the community to come together to share, preserve, and celebrates the people, cultures, and cuisines that make Historic Valley Junction a cultural hub for the region; and

Whereas, this year marks the twelfth annual Taste of the Junction Inc. on Labor Day weekend, which promotes the strength of our community and families as they highlights one of the most diverse communities in West Des Moines, Valley Junction.

Now, Therefore, I, Kevin Trevillyan, Mayor Pro tem of the City of West Des Moines, Iowa, do hereby proclaim Saturday, August 31, 2024 as:

Taste of the Junction Day

Signed this 19th day of August, 2024.

ATTEST:

Kevin L. Trevillyan, Mayor Pro tem

Ryan T. Jacobson, City Clerk

No Changes from Previous Reading

CITY OF WEST DES MOINES STAFF REPORT COMMUNICATION

Meeting Date: August 19, 2024

ITEM: Angel Estates, 1500 S 60th Street —Amend the Zoning Map to establish Detached Residential land use and Single-Family Residential (RS-30) zoning – Angel Estates, LLC – CPAZC-006447-2024

ORDINANCE: Approve the Third Reading and Approve the Consistency Zoning

Background: The applicant, Angel Estates, LLC, and property owner, Rizan Z. and Zafar A. Shah, request approval of a Comprehensive Plan Land Use Map Amendment and Consistency Zoning Request on that ground located at 1500 S 60th Street. Specifically, the following Land Use and Zoning changes are proposed with this request:

- Amend the Comprehensive Plan Land Use Map for approximately 7.0 acres to change from Low Density Residential (LD) to Detached Residential (DR) land use classification.
- Amend the Zoning Map to designate Single-Family Residential (RS-30) Zoning District on approximately 6.2 acres consistent with the amended Comprehensive Plan Land Use designation.

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: Undetermined
- Anticipated Development: The requested actions are in anticipation of development of the site for seven (7) single family residential lots and one (1) street lot.
- Developer Responsibilities: In conjunction with the platting of the lots, unless otherwise provided in a development agreement with the city, the developer will be responsible for construction and/or installation of all required public and private infrastructure improvements necessary to support development. Additional improvements may be required in response to development proposals:
- Traffic Analysis Findings: The planned internal local street is expected to have adequate capacity with a 2-lane configuration. Previous traffic studies have forecasted that future levels of service (LOS) for intersections in the vicinity will fall below the desired LOS D standard in the future. There is expected to be little change to future congestion because of this land use change.

S. 60th Street is a minor arterial roadway that is currently a 2-lane street adjacent to the site. This configuration is expected to be adequate in the interim, but the roadway is expected to ultimately be widened to a 4-5 lane street as traffic volumes grow and capacity issues arise.

Outstanding Issues: There are no outstanding issues.

Planning and Zoning Commission Action:

Date: July 8, 2024

Vote: 7-0 for approval

Recommendation: Approval of the Comprehensive Land Use Amendment and Consistency Zoning request

Planning and Zoning Commission Discussion: The project representative explained the request to modify land use and zoning on the approximately 7-acre property to allow for development of seven (7) single family residential lots and one (1) street lot. Landowners near the subject property expressed concerns with the increase in density and resulting change in context of the large lot, natural character of the area and an increase in traffic with more homes accessing S. 60th Street. Residents questioned the need for the city to change the land use currently designated noting that they are not opposed to subdivision but would like lot sizes more in keeping with what they have. It was suggested the City was pushing for more dense development to increase the tax base.

Commissioner Conlin responded and assured the public in attendance that the Staff and the Commission does not include financial aspects, including property taxes, in their review and consideration of planning applications. He also noted that ultimately, it's incumbent on the Council and on the Commission as they look at this project moving forward, to ensure that what goes there maintains the character of the neighborhood.

(July 10th) Subsequent to the Planning and Zoning meeting: Staff spoke with resident Dennis Swallow (1505 S 60th Street) regarding the proposal. Mr. Swallow stated that he felt the Commission didn't listen to what he and his neighbors said at the Commission meeting and indicated that the neighbors are not opposed to the property being subdivided but didn't feel 30,000 square foot lots were appropriate given the size of neighboring lots along S. 60th Street. Staff pointed out to Mr. Swallow that lots to the east of the subject property have smaller lots which also factor into the applicant's request and what staff would support. Staff mentioned to Mr. Swallow that he and his neighbors can speak at the City Council meeting; however, it would be better to come with a specific ask for zoning which requires a minimum lot size of "X" (something larger than the 30,000 square feet that the applicant is requesting) which would likely result in less than seven lots fitting within the site.

City Council Comprehensive Plan Amendment:

Date: July 15, 2024

Vote: 4-1 for approval, with Council Member Trevillyan voting "No"

City Council Rezoning First Reading:

Date: July 15, 2024

Vote: 4-1 for approval, with Council Member Trevillyan Voting "No"

City Council Discussion: Landowners near the subject property relayed to the Council the same concerns that they had expressed at the Planning and Zoning Commission meeting, which centered on the creation of seven smaller lots was not in context of the large lot, natural character of the area and an increase in traffic with more homes accessing S. 60th Street. Staff noted that the property has a current zoning of RE-1A which requires minimum 40,000 square foot lots which likely means one or two less lots in the subdivision. It was noted that the applicant could pull their rezoning request and develop as such today. Council Members Hudson and Loots both

expressed that there wasn't going to be any noticeable difference in the area whether it is five or six lots developed at 40,000sf or six or seven lots at 30,000sf.

City Council Rezoning Second Reading:

Date: August 5, 2024

Vote: 3-1 for approval, with Council Member McKinney absent and Council Member Trevillyan Voting "No"

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

Lead Staff Member: Kate Devine

Approval Meeting Dates:

Plan and Zoning Commission	July 8, 2024
City Council: First Reading	July 15, 2024
City Council: Second Reading	August 5, 2024
City Council: Third Reading	August 19, 2024

Staff Report Reviews:

Plan & Zoning Commission	<input checked="" type="checkbox"/> Development Coordinator (or) <input type="checkbox"/> Director	<input 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>af</i>

Publications (if applicable)

Published In:	Des Moines Register Community Section
Date(s) Published	7/2/24
Date(s) of Mailed Notices	7/2/24

Council Subcommittee Review (if applicable)

Subcommittee	Development & Planning			
Date Reviewed	6/3/24			
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 PLAN AND ZONING COMMISSION
NO. PZC-24-031**

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, Angel Estates LLC, and property owner, Rizan Z and Zafar A. Shah, request approval for a Comprehensive Plan Land Use Map Amendment for property located at 1500 S. 60th Street as depicted on the Comprehensive Plan Land Use Map Change Illustration included in the staff report to change approximately 7.0 acres from Low Density Residential (LD) to Detached Residential (DR) 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-006447-2024) 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 July 8, 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 July 8, 2024, by the following vote:

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

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:


Recording Secretary

**A RESOLUTION OF THE PLAN AND ZONING COMMISSION
NO. PZC-24-032**

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, Angel Estates, LLC, and property owner, Rizan Z. and Zafar A. Shah, request approval for a Zoning Map Amendment for property located at 1500 S. 60th Street as depicted on the Consistency Zoning Illustration included in the staff report to designate Single-Family Residential (RS-30) Zoning District on approximately 6.2 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-006447-2024) 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 July 8, 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 July 8, 2024, by the following vote:

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

NAYS:

ABSTENTIONS:

ABSENT:

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 DETACHED RESIDENTIAL LAND USE CLASSIFICATION

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, Angel Estates, LLC, and property owner, Rizan Z. and Zafar A. Shah, request approval of a Comprehensive Plan Land Use Map Amendment to change the land use designation of approximately 7.0 acres from Low Density Residential (LD) to Detached Residential (DR) 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 July 8, 2024, the Plan and Zoning Commission did recommend to the City Council, by a 7-0 vote, for approval of the Comprehensive Plan Land Use Map Amendment; and

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

NOW, THEREFORE, The City Council hereby approves the Comprehensive Plan Land Use Map Amendment (CPAZC-006447-2024) shown on attached Comprehensive Plan Land Use Map Change Illustration, subject to compliance with all the conditions in the staff report, dated August 5, 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 July 15, 2024.



Russ Trimble, Mayor

COUNCIL ACTION	YEAS	NAYS	ABST.	ABSENT
TREVILLYAN		✓		
HUDSON	✓			
LOOTS	✓			
HARDMAN	✓			
MCKINNEY	✓			
MOTION BY	Hudson			
SECOND BY:	Loots			
ROLL CALL #	24-285			

ATTEST:



Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on July 15, 2024, by the indicated vote.

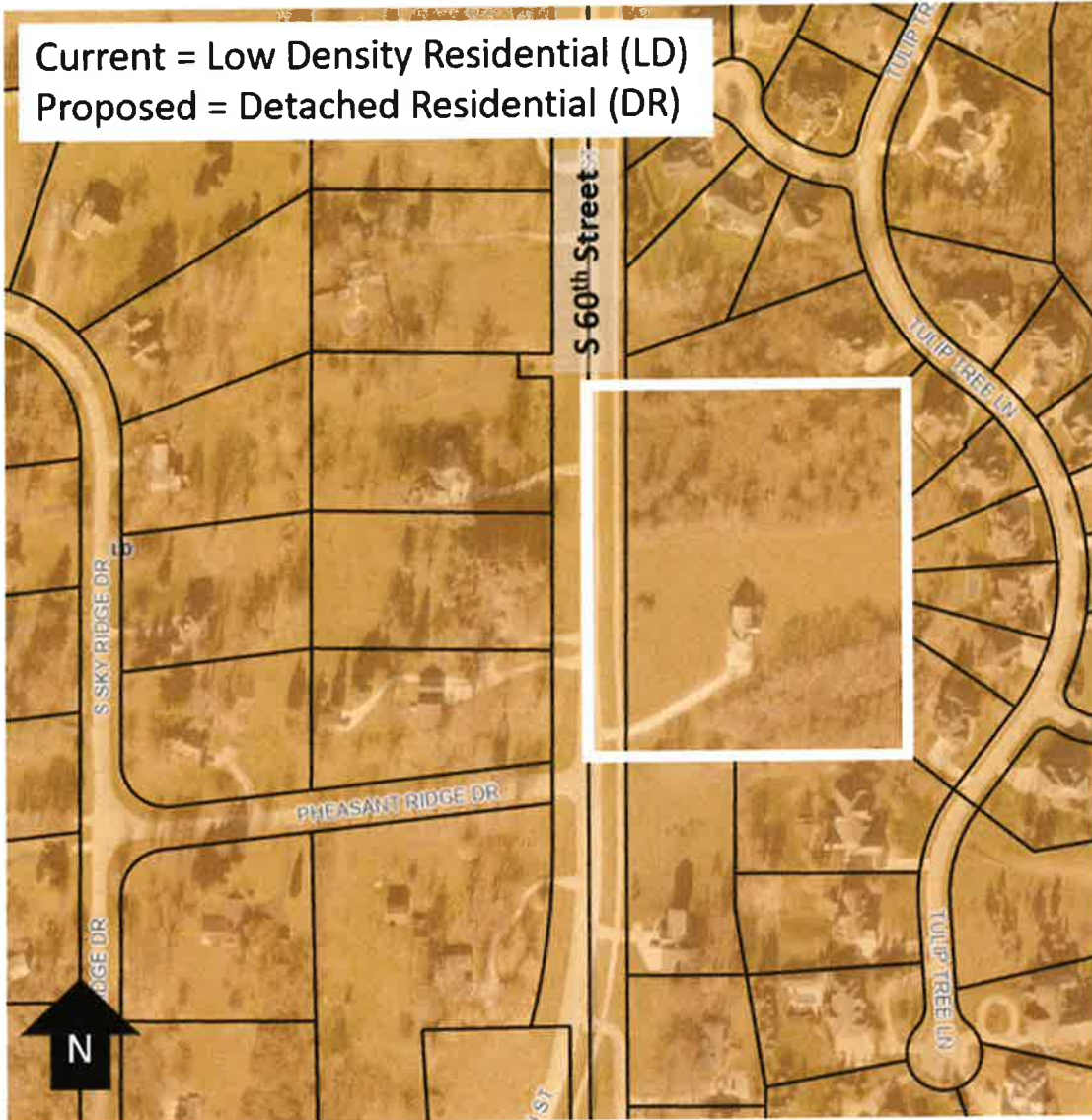
Exhibit A: Conditions of Approval

1. None

Exhibit B: Legal Description

PARCEL "E" SITUATED IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M., AS RECORDED IN THE PLAT OF SURVEY IN THE OFFICE OF THE POLK COUNTY RECORDER IN BOOK 6640 ON PAGE 782, EXCEPT THAT RIGHT-OF-WAY CONVEYED TO THE CITY OF WEST DES MOINES IN ACQUISITION PLAT, PARCEL 18, AS RECORDED IN THE OFFICE OF THE POLK COUNTY RECORDER IN BOOK 15929, ON PAGE 418.

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 MAP

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 Single-Family Residential (RS-30) Zoning District on approximately 6.2 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

PARCEL "E" SITUATED IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M., AS RECORDED IN THE PLAT OF SURVEY IN THE OFFICE OF THE POLK COUNTY RECORDER IN BOOK 6640 ON PAGE 782, EXCEPT THAT RIGHT-OF-WAY CONVEYED TO THE CITY OF WEST DES MOINES IN ACQUISITION PLAT, PARCEL 18, AS RECORDED IN THE OFFICE OF THE POLK COUNTY RECORDER IN BOOK 15929, ON PAGE 418.

SECTION 2. REPEALER. All ordinances of parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Section 1 of the City Code of the City of West Des Moines, Iowa.

SECTION 5. OTHER REMEDIES. In addition to the provisions set out in Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved by the City Council on August 19, 2024

Kevin Treillyan, Mayor Pro Tem

ATTEST:

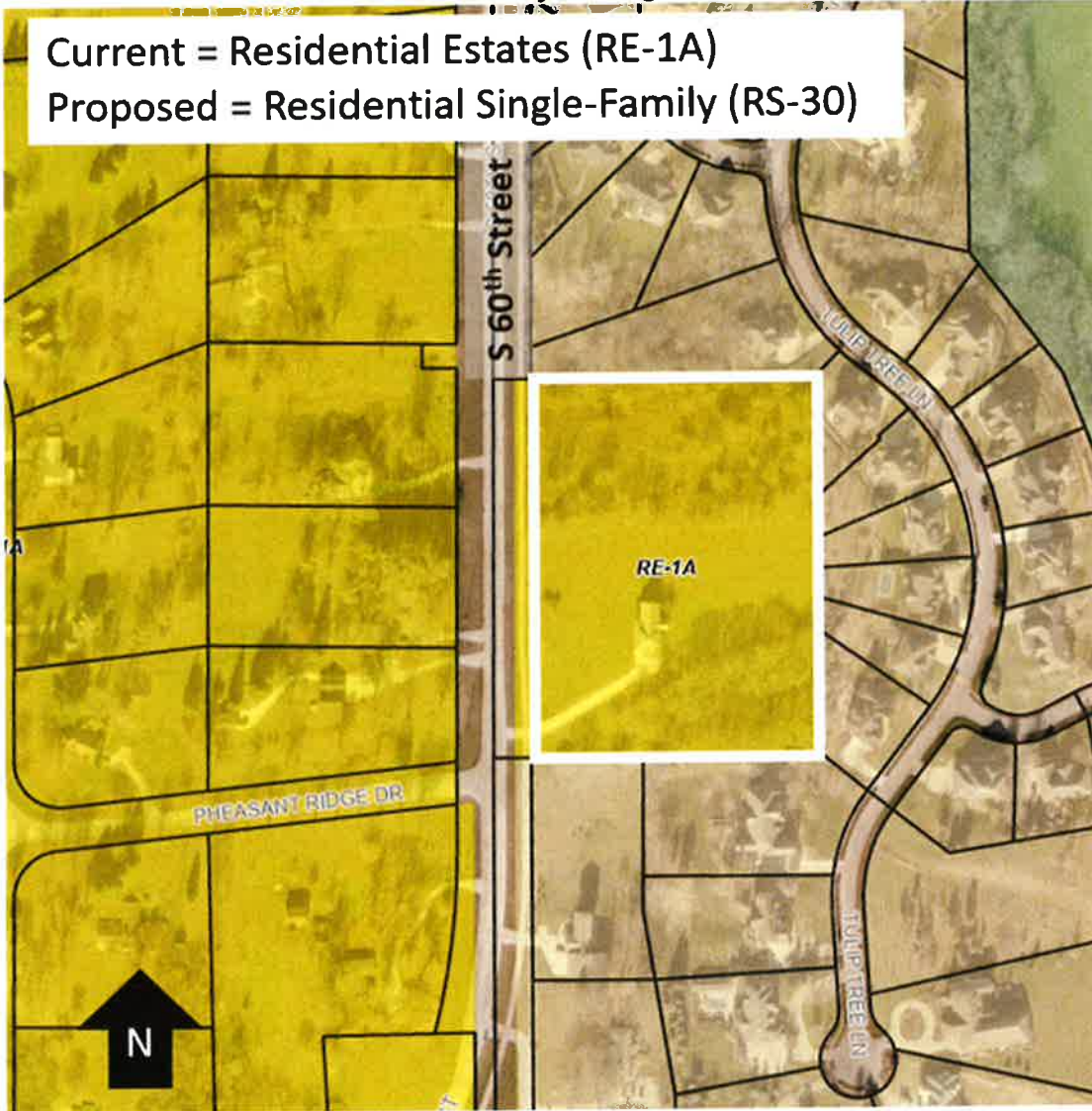
Ryan Jacobson, City Clerk

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.

Consistency Zoning Illustration

Current = Residential Estates (RE-1A)

Proposed = Residential Single-Family (RS-30)



Minor Changes from the Previous Reading to reflect possible elimination of stand-alone convention/event venue and associated hotel.

CITY OF WEST DES MOINES STAFF REPORT COMMUNICATION

Meeting Date: August 19, 2024

ITEM: West Grand Business Park, North and south sides of Grand Avenue between S. 60th Street and S. 88th Street – Amend the West Grand Business Park Planned Unit Development Ordinance to modify regulations for Parcels 3, 4 & 5 within the PUD for entertainment, commercial and multi-family development – WDM Entertainment, LLC – CPAZC-006091-2023

Ordinance: Approval of Second Reading, Waive Third Reading and Adoption of Amendment to Planned Unit Development Ordinance

The Planned Unit Development amendment is not effective until the ordinance is published. The current property owner is requesting that publication of the ordinance be delayed until the developer has closed on the purchase of the property. Language has been added to Section 14, Effective Date, of the attached ordinance amendment outlining the trigger for publication and timing of the ordinance effective date.

Additionally, it has recently been indicated by the applicant that modifications to reduce the size and/or location of the convention/event venue and associated hotel is likely. Staff has made minor tweaks to the intent statements in the attached ordinance related to Parcel 3 to reflect this. The overall concept, the allowed land uses and regulations have not changed.

Staff was provided an email the morning of July 22nd from legal counsel for W & G McKinney Farms, LC, the owner of the ground subject of the proposed Comprehensive Plan and PUD Amendment, indicating that the developer (WDM Entertainment) was no longer intending to purchase PUD Parcel 6 and therefore, the owners did not want any changes to the property. Staff provided a memo to the Planning and Zoning Commission that included revised resolutions for the Comprehensive Plan Land Use Amendment and a revised PUD that removed any changes applicable to Parcel 6. The Comprehensive Plan Amendment resolution and the ordinance amendment included with the City Council staff report have been updated accordingly to eliminate Parcel 6.

Background: The applicant, WDM Entertainment, LLC, and property owner, W & G McKinney Farms, LC, request approval of a Comprehensive Plan Land Use Map Amendment and an amendment to the West Grand Business Park Planned Unit Development for that ground generally located at the northeast corner of S. Jordan Creek Parkway and Grand Avenue and the south side Grand Avenue and immediately east of the MidAmerican Energy RecPlex. The amendments are being requested in anticipation of the development of entertainment uses, including a waterpark and convention center, hotels, retail establishments, restaurants, commercial, office and multi-family housing.

Specifically, the following Land Use and Zoning changes are proposed with this request:

- Amend the Comprehensive Plan Land Use Map for Planned Unit Development Parcels 3

& 4 as shown on the included illustration to change from Office (OF) and Support Commercial (SC) to Multi-Use Medium (MUM) land use.

- Amend the Comprehensive Plan Land Use Map for Planned Unit Development Parcel 5 as shown on the included illustration to change from Business Park (BP) to Multi-Use Medium (MUM) land use.
- Amend the West Grand Business Park Planned Unit Development to:
 - Change Parcel 3 from Professional Commerce Park (PCP) to Community Commercial (CMC) and Residential High Density (RH-18) zoning for intended development of Multi-Family Residential and Commercial development.
 - Change Parcel 4 from Residential Medium Density (RM-12) to Professional Commerce Park (PCP) and Neighborhood Commercial (NC) zoning for intended development of entertainment and commercial uses.
 - Change Parcel 5 from Business Park (BP) to Community Commercial (CMC) zoning for intended development of commercial uses and additional parking for the RecPlex.
 - Modify development regulations for Parcels 3, 4, and 5 to allow for the intended development of entertainment, residential and commercial uses.

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:** The financial impacts are still being evaluated by the city at this time and may not be conclusively known until a development agreement is approved for these properties. It is anticipated that there will be gap financial incentives provided through tax increment financing (TIF) and infrastructure improvements to the surrounding area.
- **Development Summary:** The overall intent of development of parcels 3 and 4, to be called Grand Experience is to create a destination for families and professionals. A waterpark with family entertainment and hotel, in combination with a conference/event venue with hotel will serve as the central feature of the development. The main development will be flanked on each side by commercial development, including restaurants, retail stores, and offices. Also included in the proposal is workforce housing which will provide employees for the many service industry facilities proposed. South of the main waterpark parcel and east of the RecPlex (parcel 5) will be an area designated for commercial development that will focus on the motoring public and patrons of the RecPlex entering and leaving the area and guests at the waterpark, hotels, and conference/event center by providing opportunities for quick service businesses situated along Grand Avenue such as fast-food restaurants, including drive-thrus. In addition, this parcel will serve as overflow parking for the RecPlex and overflow parking for the waterpark and conference/event venue.
- **Traffic Studies:** Individual traffic studies will be required as part of subdivision of the ground or site plan submittal, whichever comes first.
- **Digital Signs:** The developer of the Grand Experience would like to incorporate a digital message board sign within the water park/convention site (Parcel 4a). Digital signs are currently not permitted by the City Sign Code. If this development moves forward, the Sign Code is proposed to be amended to allow a Professional Commerce Park zoned parcel, that is a minimum of 50 acres, with a minimum of one thousand feet (1,000') of frontage

along a Major Arterial classified roadway to have one digital sign. The sign would match what the city already allows for interstate signs which are monolithic in design and allowed to be thirty feet (30') tall and twelve feet (12') in width. One hundred (100) square feet of copy for complex or business identification and an additional one hundred (100) square feet for a digital message board. The minimum dwell time for message change will be proposed to be no less than twenty (20) seconds. Assuming city approval of the PUD as proposed, the Grand Experience parcel would fit the parameters necessary to allow the sign.

- **Developer Responsibilities:** In conjunction with site development or platting of the lots, whichever occurs first, unless otherwise provided in a development agreement with the city, the developer will be responsible for construction and/or installation of all required public and private infrastructure improvements necessary to support development. The following items are known improvements; additional improvements may be required in response to development proposals:
 - Improvements to Grand Avenue, S. Jordan Creek Parkway, S. 60th Street and Booneville Road to include widening, turn lanes and/or reconstruction to a paved roadway, sidewalks and streetlights.
 - Extension of utilities throughout each parcel.
 - **Future Traffic Signals:** The proportionate share of the cost of future traffic signals, when warranted, at the intersection of S. Jordan Creek Parkway and Grand Avenue and at the intersection of S. 60th Street and Grand Avenue shall be the responsibility of the developer pursuant to the assessment policy of the city.
 - **Parkland Dedication:** All residential development is subject to parkland dedication requirements per city code (Title 10, Chapter 1, Section 4). Once a final residential unit count is known, the parkland dedication requirements can be determined. Obligations and how they will be fulfilled will be determined at the time of Preliminary Plat/Site Plan review of any residential development.

Outstanding Issues: There are no outstanding issues.

Planning and Zoning Commission Action – Comprehensive Plan Land Use Amendment:

Date: July 22, 2024

Vote: 5-0 for approval, Commissioners Crowley and Davis absent

Recommendation: Approval of Multi-Use Medium Land Use for PUD Parcels 3, 4 & 5

Planning and Zoning Commission Action – PUD Amendment:

Date: July 22, 2024

Vote: 5-0 for approval, Commissioners Crowley and Davis absent

Recommendation: Approval of PUD Amendment as relates to PUD Parcels 3, 4 & 5

Plan and Zoning Discussion: Adjacent resident to the north, Mike Sherzan inquired about the timing of the project and what is the next step, height of hotels, and location of traffic signals. Matt Brown, consultant for the developer indicated that this zoning action was the first step and necessary for the investors to fully commit. He noted that the plans are still conceptual, and they will continue to work through site design. Staff followed up noting that if they wish to create individual lots then platting would be required and subsequently site planning. It was noted that site planning is when the exact details of the development become known. Regarding hotel height, Staff explained that PUD Parcel 4 (water park, convention center and hotels) is governed under Professional Commerce Park (PCP) zoning which allows for sixty (60) feet maximum height

unless additional setback is provided. With each additional ten (10) feet of setback, an additional twelve (12) feet of height is allowed. The water park associated hotel is currently anticipated to be seven (7) stories or approximately one hundred (100) feet tall which would result in the hotel being required to be setback from Booneville Road a minimum distance of ninety (90) feet. Principal Engineer McAlister indicated that development plans (concepts) have been fluid and once more final layouts and exact details of square footage of uses and number of residential dwellings are known a traffic impact study would be done which will determine the road network that will be needed, including location of traffic signals. At a minimum, traffic signals at Grand Avenue and S. 60th Street and Grand Avenue and S. Jordan Creek Parkway are anticipated. Additional signals may be warranted at key entrance points into the development.

City Council - Comprehensive Plan Land Use Amendment:

Date: August 5, 2024

Vote: 4-0 for approval, with Council Member McKinney absent

City Council - First Reading of PUD Amendment:

Date: August 5, 2024

Vote: 4-0 for approval, with Council Member McKinney absent

City Council Discussion: Staff provided a memo on the dais noting that within Parcel 5 (Grand Shores) there is a parcel that is owned by the City; however, the City's ownership was not acknowledged within the staff report. The memo noted that as part of the City Council's approval of the actions at the meeting, the City, as owner, acknowledges that they are consenting to the change in the Comprehensive Plan Land Use designation and the change in the Zoning district for the City owned property contained in Parcel 5.

Recommendation: Approve the Amendment to the West Grand Business Park Planned Unit Development (PUD), subject to the condition in the Effective Date and the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz

Approval Meeting Dates:

Planning and Zoning Commission	July 22, 2024
City Council: First Reading	August 5, 2024
City Council: Second Reading	August 19, 2024

Staff Report Reviews:

Planning & Zoning Commission	<input checked="" type="checkbox"/> Development Coordinator (or) <input checked="" type="checkbox"/> Director	<input type="checkbox"/> Legal Department
City Council	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Appropriations/Finance	<input type="checkbox"/> Legal Department <input checked="" type="checkbox"/> Agenda Acceptance

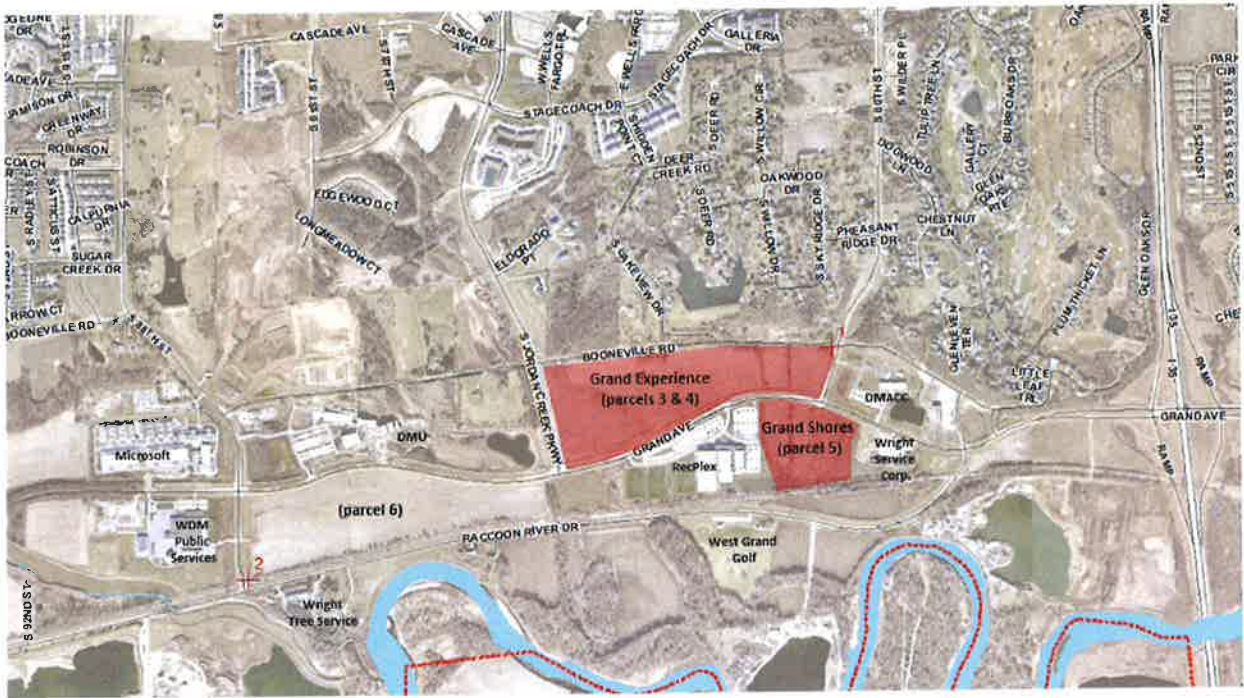
Publications (if applicable)

Published In:	Des Moines Register Community Section
Date(s) Published	7/17/24
Date(s) of Mailed Notices	7/17/24

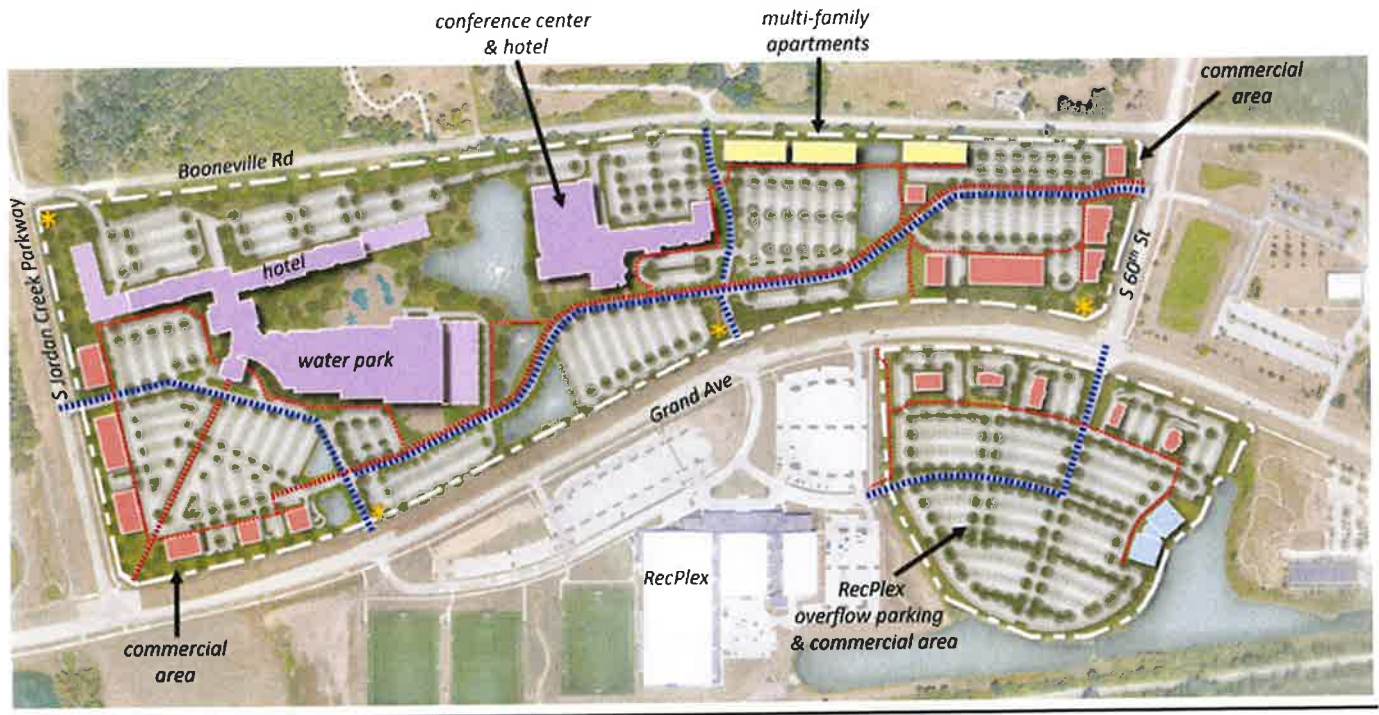
Council Subcommittee Review (if applicable)

Subcommittee	Development & Planning			
Date Reviewed	Anticipated 8/5/24			
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>	No Discussion <input type="checkbox"/>

Location Map



Concept Plan – Parcels 3, 4 & 5



**CITY OF WEST DES MOINES
MEMORANDUM**

TO: Chair Shaw and Members of the Planning and Zoning Commission
FROM: Lynne Twedt, Director Development Services
DATE: June 24, 2024
RE: Item 2b – West Grand Business Park

Development Services staff were provided an email communication this morning from an attorney on behalf of the owner of PUD Parcels included in item 2b. Per the email, the owners are withdrawing their consent to any changes to PUD Parcel 6 as it has been indicated that the developer of Grand Experience (PUD parcels 3 and 4) and Grand Shores (PUD parcel 5) is no longer considering the purchase of PUD parcel 6.

Staff has attached an amended Comprehensive Plan resolution (attached exhibit A) and PUD ordinance (attached exhibit B) to remove all changes to Parcel 6.

The attached amended PUD ordinance reflects in red font the text additions that would need to occur from that originally submitted with the staff report; and in yellow highlighted strike-through, the deletions that would need to occur from that submitted with the staff report.

Staff would note that Ordinance Amendment Section 6 to re-letter this Parcel 8 as "Parcel E" is no longer necessary as Parcel 6 will remain with the current PUD uses and regulations as codified remaining applicable to Parcel 6. Ordinance Amendment Section 6 is only to remove parcel 5 from being included. Because Parcel E remains, Ordinance Amendments Sections 7, 8 & 9 to re-letter other PUD parcels are now no longer necessary. Original Ordinance Amendment Section 10 and 11 do remain as these are necessary due to the division of original PUD Parcel 5 into two separate parcels – the west half remains as Parcel 5 and is intended for the Grand Shores portion of the proposed development, while the east portion is where Wright Services is located. Wright Services will be located on PUD Parcel 12 which was previously unused due to removal of some ground from the PUD.

Recommendation: Approval of Resolution for Comprehensive Plan Land Use Amendment as provided in attached Exhibit A and Approval of Resolution of PUD Amendment as provided in attached Exhibit B, both of which removes changes to PUD Parcel 6.

Cc: Linda Schemmel, Development Coordinator
Jessica Grove, Deputy City Attorney

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION
NO. PZC-24-035

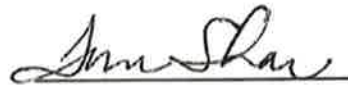
WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, WDM Entertainment, LLC, and property owner, W & G McKinney Farms, LC, request approval for a Comprehensive Plan Land Use Map Amendment to change the land use designation on the parcels as shown on the Comprehensive Plan Land Use change illustration included in the staff report as follows:

- Amend the Comprehensive Plan Land Use Map for Planned Unit Development Parcel 3 & 4 as shown on the included illustration to change from Office (OF) and Support Commercial (SC) to Multi-Use Medium (MUM) land use.
- Amend the Comprehensive Plan Land Use Map for Planned Unit Development Parcel 5 as shown on the included illustration to change from Business Park (BP) to Multi-Use Medium (MUM) land use.

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-006091-2023) subject to compliance with all the conditions of approval as stated in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A", if applicable.

PASSED AND ADOPTED on July 22, 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 July 22, 2024, by the following vote:

AYES: Costa, Conlin, Hatfield, McCoy, Shaw

NAYS:

ABSTENTIONS:

ABSENT: Crowley, Davis

ATTEST:


Recording Secretary

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION
NO. PZC-24-036

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, WDM Entertainment, LLC, and property owner, W & G McKinney Farms, LC, request approval of an amendment to the West Grand Business Park Planned Unit Development Ordinance for the development parcels as shown on the Planned Unit Development Sketch Plan attached to the ordinance included in the staff report as follows:

- Change Parcel 3 from Professional Commerce Park (PCP) to Community Commercial (CMC) and Residential High Density (RH-18) zoning for intended development of Multi-Family Residential and Commercial development.
- Change Parcel 4 from Residential Medium Density (RM-12) to Professional Commerce Park (PCP) and Neighborhood Commercial (NC) zoning for intended development of entertainment and commercial uses.
- Change Parcel 5 from Business Park (BP) to Community Commercial (CMC) zoning for intended development of commercial uses.
- Modify development regulations for Parcels 3, 4, and 5 to allow for the intended development of residential and commercial uses.

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-006091-2023) subject to compliance with all the conditions of approval as stated in the staff report, including conditions added at the meeting, and attached hereto as Exhibit "A", if applicable.

PASSED AND ADOPTED on July 22, 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 July 22, 2024, by the following vote:

AYES: Costa, Conlin, Hatfield, McCoy, Shaw

NAYS:

ABSTENTIONS:

ABSENT: Crowley, Davis

ATTEST:



Recording Secretary

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

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

RESOLUTION

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, WDM Entertainment, LLC, and property owner, W & G McKinney Farms, LC, request approval for a Comprehensive Plan Land Use Map Amendment to change the land use designation on the parcels as shown on the Comprehensive Plan Land Use change illustration included in the staff report as follows:

- Amend the Comprehensive Plan Land Use Map for Planned Unit Development Parcel 3 & 4 as shown on the included illustration to change from Office (OF) and Support Commercial (SC) to Multi-Use Medium (MUM) land use.
- Amend the Comprehensive Plan Land Use Map for Planned Unit Development Parcel 5 as shown on the included illustration to change from Business Park (BP) to Multi-Use Medium (MUM) land use.

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 July 22, 2024, the Planning and Zoning Commission did recommend to the City Council, by a 5-0 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-006091-2023) as shown on attached Comprehensive Plan Land Use Map Change Illustration, subject to compliance with all the conditions in the staff report, dated August 5, 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 by the City Council on August 5, 2024.


Russ Trimble, Mayor

COUNCIL ACTION	YEAS	NAYS	ABST.	ABSENT
TREVILLYAN	✓			
HUDSON	✓			
LOOTS	✓			
HARDMAN	✓			
MCKINNEY				✓
MOTION BY	Loots			
SECOND BY:	Hudson			
ROLL CALL #	24-317			

ATTEST:

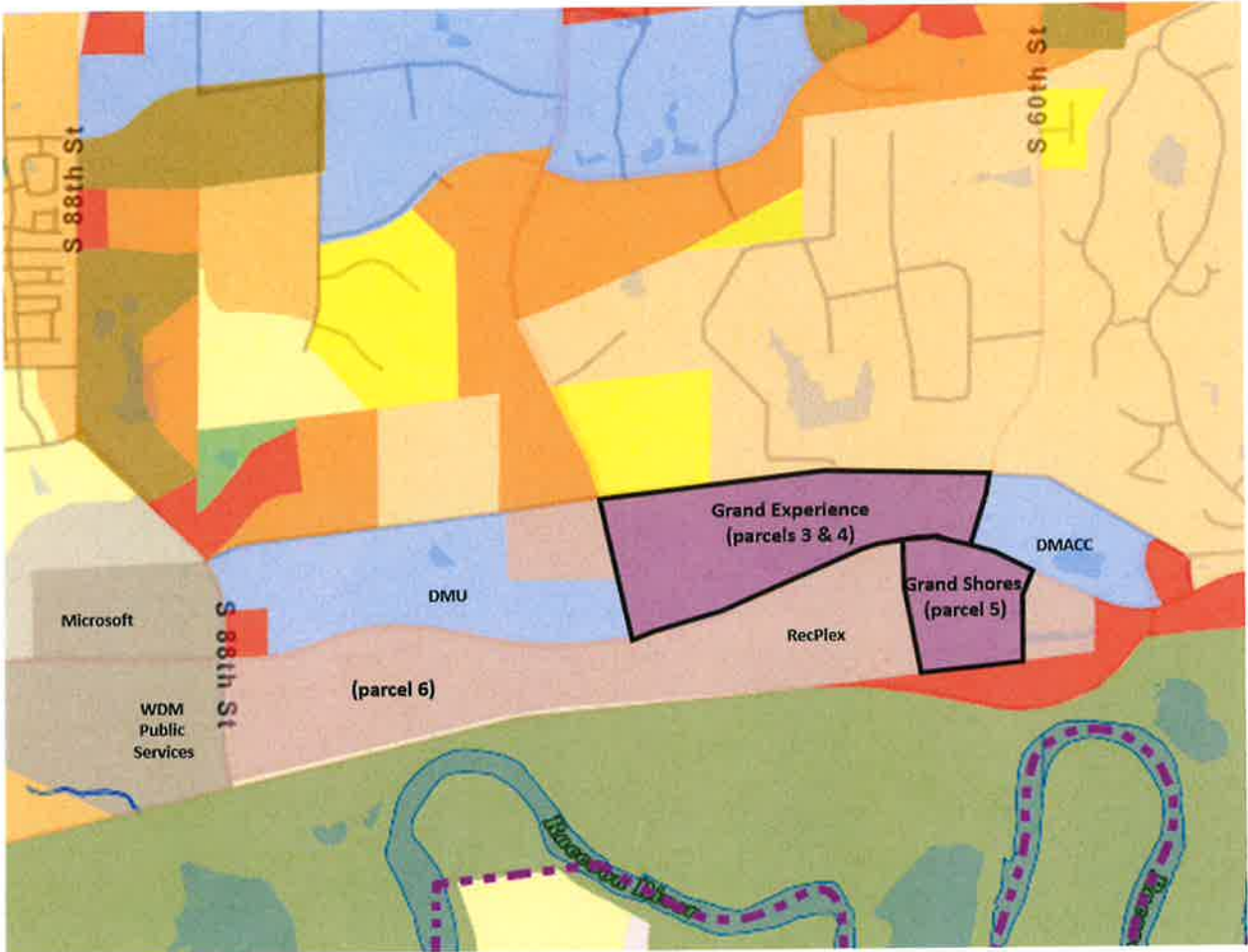

Ryan Jacobson, City Clerk

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 August 5, 2024, by the indicated vote.

Exhibit A: Conditions of Approval

1. None

Comprehensive Plan Land Use Change Illustration



- Low Density Residential
- Single Family Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Commercial
- Support Commercial
- Office
- Business Park
- Industrial Low
- Industrial High
- Multi-Use Medium

Change from Office, Support Commercial and Business Park to Multi-Use Medium land use classification

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

ORDINANCE

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2024, AND ORDINANCES #1373, #1812, #2299, #2359, #2360, #2446, #2460 AND #2462 PERTAINING TO PLANNED UNIT DEVELOPMENT DISTRICT REGULATIONS AND GUIDELINES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:

SECTION 1. Amendment. Ordinance #1373 pertaining to the West Grand Business Park Planned Unit Development, Section 054-02, *Sketch Plan and Phasing Plan*, is hereby amended by replacing the PUD sketch plan with Exhibit A attached hereto.

SECTION 2. Amendment. Ordinance #1373 pertaining to the West Grand Business Park Planned Unit Development, Section 054-03, *General Conditions*, is hereby amended by inserting the text in bold italics. All other items in current adopted portion of code not reflected below shall remain as is.

5. ***Except for parcels, 3, 4 and 5, no*** building shall be located closer than twenty-five feet (25') from the back of curb of a private street.

SECTION 3. Amendment. Ordinance #1373, #1812, #2299, #2359, #2360, #2446, #2460 and #2462, pertaining to the West Grand Business Park Planned Unit Development, Section 054-05, *Land Use Design Criteria*, is hereby amended by deleting the highlighted strike-through text. All other items in current adopted portion of code not reflected below shall remain as is.

In addition to the general conditions and master plan requirements stated within this document, the following land use design criteria shall apply to the development areas designated by parcel on the sketch plan. The sketch plan document referred to in section 054-02 of this ordinance, delineates planning parcels, each denoted with a specific number, for application of specific standards of land use and development regulations. ~~(It should be noted that Parcels #10 and #12 were originally included in the plan but were later deleted and the remaining parcels were not renumbered. Parcel #10 has since been re-added onto the sketch~~

~~plan.~~) The City of West Des Moines has adopted the Standard Industrial Classification Manual (1987 edition) as prepared by the U.S. Office of Management and Budget, hereinafter referred to as SIC, as a method of classifying and defining specific permitted uses in a particular parcel. The following development standards and use regulations shall apply to development within each of the individual parcels, or portion of a parcel, as applicable.

SECTION 4. Amendment. Ordinance #1373, #1812, #2299, #2359, #2360, #2446, #2460 and #2462, pertaining to the West Grand Business Park Planned Unit Development, Section 054-05, *Land Use Design Criteria*, Subsection C, *Parcel 3*, is hereby amended by deleting the section in its entirety and inserting the text in bold italics accordingly.

C Parcels 3, 4 and 5:

1. All development within parcels 3, 4 and 5 shall abide by city code unless otherwise specifically modified herein. In addition, the following development provisions, allowances, prohibitions, regulations and requirements, as well as any specific provisions provided for individual PUD Parcels stated herein shall apply to development within parcels 3, 4 and 5. To the extent that the provisions of this ordinance conflict with provisions provided elsewhere in the West Des Moines zoning ordinance, the provisions of this ordinance shall control. In all situations, the more restrictive regulations shall be adhered to.

a. Parking:

- 1) The number of stalls to be provided for each use within each parcel shall comply with city code title 9, chapter 15, section 7. At the discretion of the Development Services Director, a less stringent parking calculation may be used provided the applicant can demonstrate a parking rate less than the above is adequate due to the type of potential use, shared uses or off-peak uses.**
- 2) The number of queuing spaces for uses with a drive-thru component shall comply with city code title 9, chapter 15, section 7. All queuing spaces shall be located out of internal circulation drives and shall not impede traffic circulation within the parcel, on internal PUD roadways or adjacent public streets. A drive-thru may be prohibited within a PUD parcel if there is reason to believe that traffic generated from the use or queuing back-up may impact traffic circulation within the development or on adjoining public roadways.**

3) Parking Lot Setbacks:

- a) A minimum of fifty feet (50') from Grand Avenue, S. Jordan Creek Parkway, and S. 60th Street ultimate road right-of-way. Parking lots shall be setback a minimum of thirty feet (30') from the Booneville Road ultimate road right-of-way.**
- b) A minimum ten foot (10') setback from defined pedestrian pathways and dedicated internal vehicle drives (no parking directly on the drive).**
- c) A minimum of five feet (5') from common interior lot/parcel boundaries unless designed as a shared parking lot and with an executed shared parking agreement.**

- d) *No portion of any parking lot or drive aisle associated with parking may be located within the perimeter buffer.*
 - e) *Parking stall dimensions and drive aisle widths shall comply with city code title 9, chapter 15.*
 - f) *If a PUD Parcel is subdivided into two (2) or more lots and shared parking between the lots is intended, the appropriate legal agreements or easements shall be established to allow for patron ingress/egress cross-access and shared parking. Said agreement and/or easement shall be executed in conjunction with the approval of the subdivision's final plat and prior to implementation of the parking.*
- b. *Vehicle Drive-Up, Drive-Thru and Canopies: The intent of this development is not to encourage the use of automobiles; however, it is recognized that drive-ups and drive-thrus are a key component to the functionality of certain types of businesses due to their convenience. If, through the design review process, including an updated traffic impact study, if necessary, it can be demonstrated that such uses do not cause traffic congestion, do not interfere with pedestrian movements, and can be designed to minimize their presence, a limited number of establishments with drive-thrus may be permitted within PUD Parcels 3a, 4b and 5. Walk-up or pedestrian ATMs with no vehicle access; and loading zones in which the patron exits their vehicle and load merchandise/materials themselves shall be allowed as needed with the appropriate visual screening measures, subject to required site plan review and approval.*
 - 1) *Drive-up and drive-thru canopies, including canopies over gasoline fueling stations shall comply with city code title 9, chapter 10 unless otherwise provided herein.*
 - 2) *The incorporation of drive-thru establishments, especially food related businesses may be limited by the type of use in association with the available vehicle trips allowed for the development of Parcel 3 and 4 collectively, or Parcel 5.*
 - 3) *Gasoline canopies (fuel pumps) shall be situated along the side of the store or interior to the site so as to minimize the visible presence of the vehicle use element. Canopies shall not be located parallel with and adjacent to public streets; however, may be located adjacent to internal or private streets as long as measures such as earthen berming and landscaping are implemented to minimize the presence thereof. Canopies one hundred (100) linear feet or greater in length shall be designed to provide visual interest and break the straight-line appearance of the length of the canopy by utilizing changes in massing and materials.*
 - 4) *In all instances, the presence of the drive-up or drive-thru and queuing lanes shall be minimized through one or a combination of the following methods:*
 - a) *Integration of the drive-up or drive-thru into the building architecture in order to eliminate the appearance as an added-on canopy component.*

- b) *Situating the drive-up or drive-thru between two (2) buildings to limit the number of views thereof.*
 - c) *Decorative fencing*
 - d) *Opaque visual screening through implementation of earthen berms in combination with vegetation, decorative walls, fencing, etc. The necessary height of the berming will be determined from the elevation of the top of curb of an adjoining street.*
- 5) *Canopies must be designed to incorporate the building's architecture through the use of similar building materials, roof design, and earth-tone colors so as to blend with environment rather than draw attention to the element. The application of brick or stone over the entire height of canopy support columns is required for porte cochere (patron drop-off and pick-up canopies); all other canopy structures shall abide by minimum city code requirements. When possible, canopies should be designed as an extension of the building rather than an added-on element.*
- c. *Landscaping: The landscaping requirements specified herein are intended to create an aesthetically pleasing development which enhances the appearance and character of the City of West Des Moines, while protecting the general health, safety and welfare of the citizens.*

Landscaping is required to address the following primary aspects or consequences of development:

- *Open space protection and enhancement;*
- *Mitigation of paving expenses associated with off-street parking;*
- *Visual screening of undesirable views, activities and/or site elements;*
and
- *Street side enhancement*

As part of site plan review, additional vegetation beyond that stated herein may be required to be implemented in response to additional details of the use, buildings, parking, site layout, etc.

- 1) *Open Space: The intent of open space is to allow for a balance between natural areas and the built environment and to provide for the overall beautification and "greening" of the city. Open space shall be considered all areas unencumbered by buildings or paved areas associated with parking, drive aisles, and loading docks or zones. Plaza areas, water features and structures such as gazebos, arbors, pergolas, etc., that are associated with outdoor pedestrian use areas, as well as designated and enhanced pedestrian walkways through and between parcels may be counted toward fulfilling the minimum open space requirement. Demarcated and enhanced areas for casual recreation and activity areas located along pedestrian pathways and in defined gathering areas may also be counted toward fulfilling the minimum open space requirement.*

In each PUD parcel or, on each lot if a PUD parcel is subdivided, a minimum of twenty five percent (25%) of the parcel or lot area shall be provided as open space. Vegetation at a rate of two (2) trees and three (3) shrubs per three thousand (3,000) square feet of required open space shall be provided within each parcel or lot. Vegetation required as part of the open space may be placed into off-street parking areas or buffers; however, the open space vegetation is in addition to that which would be required of buffers or parking areas and may not be counted towards fulfilling the minimum amount of vegetation required for these areas.

- 2) Parking Lot Landscaping: All parking lots shall include landscape areas through the incorporation of terminal landscape islands at the ends of each row of parking, landscape islands and tree pods within a linear row of parking. Linear islands are only required if there are more than six (6) consecutive parking areas. (A parking area consists of two stalls facing each other with terminal islands on both ends).***
 - a) All parking areas shall comply with city code title 9, chapter 19, for implementation of landscape islands and tree pods. However, if terminal islands are at least eighteen (18') in width, are installed on both ends, and contain one overstory tree: there will be no islands required in the remainder of that row of parking.***
 - b) Parking lots which contain more than six (6) rows of parking shall provide at every sixth (6th) row a linear island perpendicular to the parking stalls and extending the full length of the parking row (between the terminal islands). The linear island shall be a minimum of sixteen feet (16') in width and provide a minimum 6' wide pedestrian pathway along with trees and shrubs adjacent to the walkway.***
 - c) Landscape vegetation is required within all islands and pods. The minimum vegetation requirements for terminal islands shall be provided in accordance with city code; additional vegetation to make up for trees that otherwise would have been planted in islands and tree pods within a linear row shall be provided in the terminal islands to the greatest extent possible. Parking lot landscape vegetation shall be in addition to required open space and buffer vegetation.***
 - d) Islands and tree pods within parking areas shall have ground cover of grass (i.e., sod), perennials, ornamental grasses or other acceptable living plant life specifically approved as part of the site plan review by the City. Inorganic mulch alone in the landscape islands shall not be considered acceptable ground cover.***
- 3) Buffers, Streetscape and Visual Screening:***
 - a) Buffers and Streetscape:***
 - (1) A minimum fifty foot (50') wide perimeter buffer shall be provided along Grand Avenue, S Jordan Creek Parkway, and S 60th Street. A***

minimum thirty-foot (30') buffer shall be provided along Booneville Road. These buffers are intended to provide green to the city while aiding in screening of negative site elements and auto-oriented elements of specific uses. Vehicle drives and parking may not encroach into the perimeter buffer. It is desired that undulating earthen berming be incorporated within the buffer as possible to provide visual interest, a more natural appearance and provide year-round mitigation of views of negative site elements and auto-oriented aspects of specific uses. The minimum amount of and type of landscape vegetation consistent with city code title 9, chapter 19 for a thirty foot (30') wide buffer shall be provided within the perimeter buffer.

- (2) With the exception of situations in which the adjacent perimeter roadway travel lanes are more than three feet (3') higher than the perimeter buffer area, earthen berming shall be incorporated within the perimeter buffer to a minimum height of three feet (3'). Berming shall be higher as necessary to achieve visual screening of parking areas and auto-oriented aspects, mechanical equipment and meters, trash enclosures and negative site elements from Grand Avenue, S. Jordan Creek Parkway, S. 60th Street, and Booneville Road and properties outside of the PUD parcel. In situations in which the elevation difference between the adjoining roadway and perimeter buffer ground is such that earthen berming will serve no screening purpose, an alternate means, acceptable to the city to visually screen and mitigate views is required.**
 - (3) A minimum ten-foot (10') streetscape shall be provided along all dedicated pedestrian pathways and internal vehicle drives. (No parking stalls shall be located directly off of this drive. Vehicles will not be allowed to back into this drive but drive aisle access is acceptable). The 10' interior streetscape along a pedestrian or vehicle pathway located immediately adjacent to the perimeter buffer may overlap the 50' perimeter buffer.**
 - (4) Additional vegetation above that required for the buffer and/or streetscape may be necessary to satisfactorily achieve visual screening of off-street parking areas and negative site elements.**
 - (5) Vegetation required of buffers and streetscapes shall be in addition to required open space and parking lot vegetation.**
- b) Visual Screening of Negative Site Elements:**
- (1) Parking and Auto-Oriented Aspects: Ground level views from perimeter roadways, internal PUD drive aisles and adjacent properties within or outside of the development of off-street parking areas, auto-oriented aspects of specific uses (i.e., drive-thru**

windows, order boards, queuing, etc.) and service and loading areas shall be adequately screened.

(2) Mechanical Equipment and Meters:

(a) All ground and wall-mounted heating, ventilation, or air conditioning (HVAC) units, utility meters, or similar electrical or mechanical equipment shall be adequately screened from ground level views from Grand Avenue, S. Jordan Creek Parkway, Booneville Road, S. 60th Street, and internal PUD drive aisles and adjacent properties within or outside of the development. Said screening shall be achieved using architectural enclosures, fencing and/or earthen berming in combination with landscaping consisting of predominately evergreen material for year-round screening.

(b) All rooftop mechanical units shall be screened from ground level views from Grand Avenue, S. Jordan Creek Parkway, Booneville Road, S. 60th Street, internal PUD drive aisles, and adjacent properties within or outside of the development. Special consideration shall be paid to mitigating views of roof-top mechanical equipment from properties 'up the hill' to the north. Said screening shall be achieved using architecturally incorporated opaque screen walls, raised parapet walls, penthouse features, or other opaque measure comprised of materials consistent with the associated primary structure.

(3) 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 shall be comprised of masonry materials which are visually cohesive with the colors and materials of the primary structure. Enclosure gates shall be constructed of a durable material, heavy gauge metal or composite materials, with appropriate framing, trim and finished edges to provide long term durability. The enclosure should be landscaped to minimize the visual presence and impact of the structure on surrounding properties, businesses, and internal and external roadways.

d. Signage: *The regulations and provisions for signs as set forth in Title 9 of the City Code shall be followed for any signage within PUD Parcels 3, 4 and 5.*

1) Landscape Signs: *Intended to be a creative or iconic sign incorporated into a more elaborate landscape feature such as a retaining wall, stacked stone wall, fountain or other water feature, etc. announcing the name of the development. These signs shall not exceed twelve feet (12') in height as measured from the top of curb of an adjoining roadway; however, in no case shall the structure upon which the development name signage is located exceed twenty feet (20') in height. Said signs shall be setback from the ultimate right of way of an adjacent street a distance equal to the height of*

the sign as measured from the ground immediately adjacent to the sign to the highest point of the structure. These signs shall be separated from another ground sign by at least one-hundred feet (100'). These signs shall abide by all other provisions in city code for a Landscape Sign not otherwise modified herein. The number of allowed Landscape Signs shall be as follows:

- a) Parcels 3 and 4 collectively: Up to three (3) Landscape Signs shall be allowed. One sign may be located along each Grand Avenue, S. Jordan Creek Parkway, and S. 60th Street, generally at the southeast, northwest and southwest corners of the collective site.***
- b) Parcel 5: One (1) Landscape Sign shall be allowed along Grand Avenue.***
- 2) Access and Directional Signs: Signage located at decision points within a site to direct vehicles and pedestrians to specific activity areas and businesses. These signs shall not be legible from bordering perimeter roadways. Business name or logo shall be permitted on these signs up to a maximum of five inches (5") in height. There is no limit on the number of these signs that may be located within a site; however, all signs shall be consistent in design. These signs shall abide by all other provisions in city code for Access Identification and Directional Signs not otherwise modified herein.***
- 3) Due to residential to the north, internally illuminated signs are prohibited on the north side of buildings along Booneville Road. Halo and externally illuminated wall signs may be allowed on the north façade of buildings along Booneville Road as long as the light intensity is such so as to not impact any residential to the north.***
- e. Architecture: Architectural design for any building in PUD Parcels 3, 4 and 5 shall be acceptable to the City. Building form and facades shall be varied and articulated to provide visual interest. Although it is understood and preferred that not all buildings within this development are identical, each building should have several elements that carry through an established design theme for the development, such as but not limited to materials, design elements, architectural details, roof forms, materials, and colors, etc. All facades shall receive high quality materials, finishes, and details (360-degree architectural treatment).***

Building materials should be durable, economically maintained and of a quality that will maintain their appearance over a prolonged time. No wood, synthetic stucco, non-architectural metal cladding, plain concrete block, or other similar materials shall constitute a portion of a building except as a trim material, unless the City Council, after having received a recommendation from the Planning and Zoning Commission, determines said material, when used as a primary element, enhances the physical appearance of the building.

All buildings within PUD Parcels 3, 4 and 5 shall accommodate or incorporate the following in all building design in addition to parcel specific requirements as noted otherwise in this ordinance:

- 1) Corporate architecture shall be prohibited. Limited use of corporate building elements, colors in building materials or exterior accent lighting that are characteristic of the sponsors or building users may be allowed at the discretion of the Director of Development Services as part of a minor modification review or by the appropriate reviewing and approval body. Implementation of colors or lighting shall not be a visual distraction and shall be implemented as part of the overall architectural design for the building.**
- 2) Buildings shall be organized to create a logical and identifiable relationship with the site and other buildings within the parcel or development, open spaces, and pedestrian circulation paths.**
- 3) The use of building articulation and materials which break up the building mass into modules that respect and reflects proportions similar to other buildings within the area.**
- 4) The building's design should meet context and site objectives such as providing gateways, creating visual and physical linkages and framing or terminating views.**
- 5) 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.**
- 6) Fenestration (door and window openings) shall be sized to the scale of the building and detailed appropriately to the pedestrian theme. Use of repeating window patterns and details are encouraged to unify the design.**
- 7) Projections above the roof shall have the appearance of a three-dimensional element and the backside of any projection shall be finished with materials that complement the building and minimize its presence.**
- 8) 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.**
- 9) The use of building articulation shall be reinforced with variation in materials, material modules, expressed joints, textures, colors and details to break up the mass of the building. Materials should change with the change in building planes and be arranged to have the appearance of three-dimensional elements to the greatest extent possible.**
- 10) Trim and structural elements such as posts or columns shall be sized to the scale of the building.**

- 11) **Any elevation that is facing a street should avoid the appearance of being the "back of the building". All sides of all buildings open to public view should be treated with the same level of architectural style and detail. The level of design and detail can be reduced on the facades not readily visible from streets and interior lots as long the same or similar materials and design elements are included on all facades.**
- 12) **Whenever possible and logical, the ground floor should provide the maximum possible glazing toward pedestrian areas (walks, plaza spaces) to provide pedestrians with visual interest. Use of reflective glass or mirrored glass is discouraged to promote the linkage of the interior and exterior of the building.**
- 13) **To eliminate visual clutter, bollards for the site should be painted a neutral, yet contrasting, color to be compatible with the building facades or the structure they are adjacent to.**
- 14) **Lighting may be incorporated into the design of the buildings; however, light fixtures shall be of a cutoff type to eliminate glare and spillover lighting beyond the property line. Architectural lighting or accent lighting may be incorporated into the building design when used to highlight and enhance the architecture of the building. Accent lighting shall be mounted in a way to eliminate direct view of the light source and shall be arranged to minimize glare and light spill beyond the building. Lighting may not be used as an attention getting element or for advertising purposes unless provided as part of the allowed signage for the building. Lighting levels and colors may not change moment to moment and shall be consistent in illumination.**

2. Parcels 3 and 4:

The Grand Experience proposes to create a destination for families and professionals. Capitalizing on the adjacent Mid-American Energy Company RecPlex, the Grand Experience will provide leisure recreation, dining, shopping and gathering opportunities for residents and visitors, along with multi-family dwelling options targeted to workforce housing. A waterpark with family entertainment, hotel, and conference/event venue will serve as the central feature of the development of the parcels. A series of ponds interspersed through the development highlight the natural environment and provide opportunities for enhanced pedestrian and landscape amenities while providing for green storm water storage and treatment. A defined and enhanced system of walking trails along a variety of routes will provide connections between all areas within the larger PUD parcels. Bridges and intentional trail-side amenity pieces and activities will enhance the pedestrian experience and encourage people to linger, explore and experience the development.

a. Parcel 3:

The intent of development within parcel 3 is to provide for the intermixing of commercial and office uses while providing housing opportunities for employees of the businesses within the parcel and area. The commercial in this area will serve as an expansion of the commercial intended along Grand Avenue in PUD Parcel 5. The type of commercial within this area should aim to provide for both day and evening activities, opportunities to eat and socialize and may include auto oriented businesses. The incorporation of drive-thru restaurants in limited numbers and locations may be allowed, however, design measures shall be implemented to minimize the presence of automobile focused elements such as order boards and drive-thru vehicle queuing. Multi-family housing will allow employees to live in close proximity to work while also providing patrons to support the businesses. All buildings within the parcel shall be complimentary in design elements and visually unified through the implementation of similar colors and materials; however, the multi-family building design may present more of a residential look. In addition to providing opportunities for transit routes and stops, it is intended that a strong pedestrian network throughout parcel 3 and dedicated and enhanced connections to Parcel 4, the RecPlex and to the perimeter public sidewalk and trail system will be provided.

1) Parcel 3a: All general use regulations, performance standards and provisions set forth in Title 9, Zoning, for the Community Commercial (CMC) zoning district, shall apply to any development proposal for all property within Parcel 3a as shown on the sketch plan for the West Grand Business Park PUD, unless modified otherwise within this Ordinance.

a) Land Use: All Permitted (P) and Permitted Conditional (Pc) uses set forth in Title 9, "Zoning" of the city code for the Community Commercial (CMC) zoning district, shall be allowed with the approval of the appropriate review body, except as follows:

(1) The following shall be prohibited:

(a) All uses in the following Standard Industrial Classification Divisions

i. "A" – Agricultural, Forestry & Fishing, except Animal Specialty Services, Grooming and Boarding (SIC 0752) with no outdoor runs shall be allowed.

ii. "C" – Construction

iii. "D" – Manufacturing

iv. "E" – Transportation, Communication and Public Utilities, except typical infrastructure equipment and service lines

v. "J" – Public Administration

(b) Automotive Dealers and Service Stations (SIC 55)

(c) Furniture, Home Furnishings and Equipment Stores (SIC 57)

- (d) Outdoor storage or display component(s) associated with any use within Division G: Retail Trade (Major Groups 52 through 59) - does not include outdoor patios associated with Major Group 58: Eating and Drinking Places**
- (e) Distribution of medical cannabidiol as part of a licensed medical cannabidiol manufacturer (SIC 591)**
- (f) Used Merchandise Stores (SIC 593)**
- (g) Automotive Repair, Services and Parking, (SIC 75), including Car Washes (SIC 7542)**
- (h) Miscellaneous Repair Services, NEC (SIC 76)**

(2) The following operational restrictions shall apply:

- (a) No more than four (4) businesses with a drive-up or drive-thru component(s) shall be allowed within area 3a. Of the four (4) allowed, no more than three (3) shall be for restaurant establishments.**
- (b) Convenience Store (SIC 541) if open before 6:00 a.m. and/or past 11:00 p.m. may not be located at the southwest corner of S 60th Street and Booneville Road.**
- (c) Outdoor patios of any use within 150' of a residential dwelling or hotel room shall close no later than midnight.**

b) Bulk Regulations: The bulk regulations and setbacks of the Community Commercial District (CMC) shall apply to any development in Parcel 3a, unless modified otherwise herein.

Minimum lot area	60,000 square feet; however, no minimum lot size shall be required if ingress/egress cross-access and shared parking agreements are executed
Minimum primary and accessory building(s) setback from Booneville Road, S. 60th Street & Grand Avenue	100 feet; however, if no parking is located between the building and the adjacent street, the setback may be reduced to 50 feet. A single drive-thru lane may be located between the building and road but may not encroach into the perimeter buffer.
Minimum primary and accessory building(s) setback for interior parcels/lots (no boundary	50 feet unless if abutting similar district, then 25'

adjacent to Booneville Road, S. 60th Street or Grand Avenue)	
Building Separation (multiple buildings on one parcel/lot)	As required by Building and Fire codes
Minimum lot width	50 feet
Maximum building height	36 feet with an additional 12 feet of height allowed for each additional 10 feet of setback

- c) **Signage: The regulations and provisions for signs as set forth in Title 9 of the City Code for the Community Commercial (CMC) zoning district shall be followed for any signage within Parcel 3a.**
- (1) **Monument Signs: Monument signs shall be allowed in accordance with city code except that said signs shall be located at a minimum twenty-foot (20') setback from the ultimate street right-of-way of the perimeter roadway. The sign shall not exceed seven feet (7') in height with copy on each sign not to exceed sixty-four (64) square feet per side. Tenant identification on the sign shall be limited to tenants located within the PUD parcel upon which the sign is located. A tenant may only be identified on one (1) sign.**
- d) **Architecture: The architectural intent for this parcel is to establish a unique and high-quality identity for the mixed use commercial and office development area while still providing design continuity with the surrounding parcels within the overall development PUD.**
- (1) **Natural, durable materials such as brick and stone shall be used as a primary cladding material of the building façades, primarily on the lower stories of the building, along sidewalks, and adjacent to pedestrian use areas. Secondary building materials may include, but are not limited to, clear glazing, architectural metal panel or composite rain screen systems, or similar durable architectural panel systems of an architectural grade (acceptable to the City) with concealed fasteners. All exposed edges of cladding materials must have a fully finished edge or be terminated with trim. Trim for the panels should be finished with the same color as the panel. The use of EIFS or synthetic stucco shall be used in limited quantities and primarily as an accent or trim material and located only on the upper portions of the façades.**
- (2) **No wood, synthetic stucco, non-architectural metal cladding, plain concrete block, or other similar materials shall constitute a portion of a building except as a trim material, unless the City Council, after having received a recommendation from the Planning and Zoning**

Commission, determines said material, when used as a primary element, enhances the physical appearance of the building.

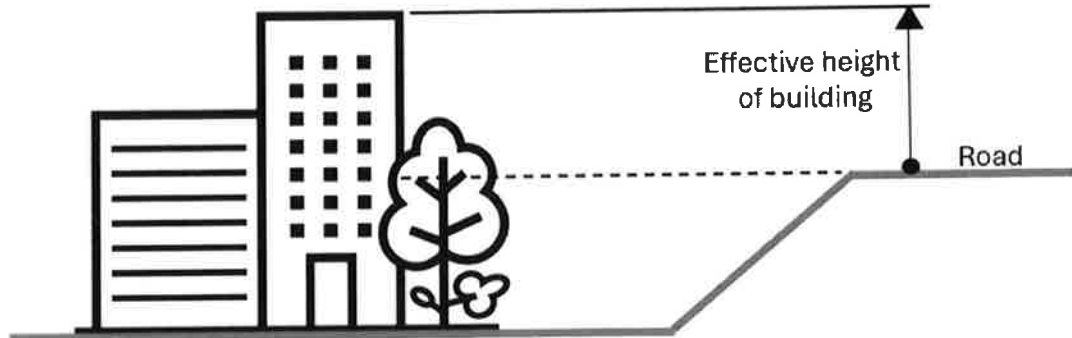
2) Parcel 3b: All general use regulations, performance standards and provisions set forth in Title 9, Zoning, for the Residential High-Density (RH-18) zoning district shall apply to any development proposal for all property within Parcel 3b as shown on the sketch plan for the West Grand Business Park PUD, unless modified otherwise within this Ordinance.

a) Land Use: Residential dwellings shall be the only allowed use within this parcel. All other non-residential uses otherwise allowed per city code in the Residential High-Density District shall be prohibited.

b) Bulk Regulations: The bulk regulations and setbacks of the Residential High-Density District shall apply to any development in Parcel 3b, unless modified otherwise within this ordinance.

Minimum lot area	2 acres: however, no minimum lot size shall be required if ingress/egress cross-access and shared parking agreements are executed
Minimum primary and accessory building(s) setback from Booneville Road & S. 60th Street	60 feet
Minimum primary and accessory building(s) setback for interior parcels/lots (no boundary adjacent to Booneville Road or S. 60th Street)	35 feet
Building separation between multiple buildings located on one parcel/lot	As required by Building and Fire codes
Minimum lot width	150 feet
Maximum building height	40 feet with an additional 12 feet of height allowed for each additional 10 feet of setback. Buildings adjacent to Booneville Road -- The effective height of the building shall be determined by a measurement from the grade of the closest adjoining roadway at a ninety-degree (90°) angle from the building (see following illustration). The effective height shall not

exceed 40' without providing the appropriate amount of additional setback.



c) Parking Number Required:

(1) If Low to Moderate Income (LMI) housing:

- (a) 1 space per unit per 1 bedroom apartment**
- (b) 1.5 stalls per unit per 2-bedroom apartment**

(2) If market-rate housing:

- (a) 1.5 spaces per unit per efficiency apartment**
- (b) 1.75 spaces per unit per 1- and 2-bedroom apartment**
- (c) 2 spaces per unit per 3+ bedroom apartment**

(3) Workforce housing shall only be allowed at the above parking rates if a parking field for a commercial lot/parcel is located within 150' of the entry to an apartment building and a shared parking agreement has been executed allowing for residential overflow parking to occur within the lot/parcel.

(4) For both workforce housing and market rate housing, one (1) visitor parking space shall be provided per every ten (10) units.

d) Signage: The regulations and provisions for signs as set forth in Title 9 of the City Code for the Residential High Density (RH) zoning district shall be followed for any signage.

e) Architecture: In addition to the previously stated design criteria, the following shall apply specifically to multi-family residential developments:

(1) For developments which have multiple buildings, while still being visually cohesive, each building should have its own distinguishing character. This may be achieved with changes in materials, color, window type and size and scale.

- (2) Unit design should incorporate elements such as balconies and patios to reinforce the connection between the residents and the activities within the development.**
- (a) A minimum of eighty percent (80%) of the multi-family units within the development must provide a balcony or porch/patio with a minimum usable area of forty (40) square feet and a minimum usable dimension of five feet (5') deep in either direction. In lieu of outdoor living area for individual units, area(s) of common defined and enhanced outdoor living space can be provided in an equivalent collective size.**
- (3) Should covered parking be pursued, the architectural details of detached garages should incorporate the materials and treatments of the dwelling, such as windows, doors, trim and materials on all sides of the garage. For parking incorporated within the primary building, the design should place the garage doors on a non-street side façade. Screening or design elements will be required to minimize the dominance of garage doors on the facade.**
- (4) Multi-family buildings and any accessory structures are encouraged to use materials such as brick or natural stone as the primary building materials for the structure. Architectural metal panel or composite rain screen systems, or similar durable architectural panel systems with concealed fasteners can be provided as secondary building materials. All exposed edges of cladding materials must have a fully finished edge or be terminated with trim. Trim for panels should be finished with the same color as the panel. Decorative molding and cornice treatments, appropriate residential trim, or similar combination of material(s) which represents a variation of residential architectural styles or elements should be provided for visual interest.**

b. Parcel 4:

This parcel will serve as the focal point for the Grand Experience development and a destination for residents and visitors. This parcel is the anchor of Parcels 3 and 4 and will be comprised of a water park, family entertainment amenities, hotel and conference/event center. The buildings will be developed around a central pond and natural areas to create an aesthetically pleasing open space for individuals to experience while providing green stormwater management opportunities. This area shall be designed with walkability at its core including enhanced pedestrian walkways, seating areas, and gathering spaces. All buildings within this area shall be visually cohesive through design, materials, and colors and, as much as possible, shall be integrated with the natural topography of the parcel.

The commercial node within this parcel is to provide commercial services to patrons of the water park, hotels, conference center, the RecPlex and neighboring

Des Moines University students and staff. Unlike the commercial in PUD Parcel 3, this commercial shall be predominately pedestrian oriented with minimal or no auto-oriented businesses and drive-thru. In addition to providing opportunities for transit routes and stops, it is intended that a strong pedestrian network will be provided throughout the parcel, including significant pathway connections to the various uses in Parcel 4a and to the east. Buildings within this parcel shall take design, materials and color clues from the water park building to create visual unity and appear as an extension of the water park use/site.

1) Parcel 4a: All general use regulations, performance standards and provisions set forth in Title 9, Zoning, for the Professional Commerce Park (PCP) zoning district, shall apply to any development proposal for all property within Parcel 4a as shown on the sketch plan for the West Grand Business Park PUD.

a) Land Use: All Permitted (P) and Permitted Conditional (Pc) uses set forth in Title 9, "Zoning" of the city code for the Professional Commerce Park (PCP) and Community Commercial (CMC) zoning districts, shall be allowed with the approval of the appropriate review body, except as follows:

(1) All uses otherwise allowed in the PCP and CMC zoning district shall be prohibited except the following which shall be considered Permitted ("P") by right unless a traffic impact study determines implementation of said use will negatively affect the adjacent public streets:

(a) Water park

(b) Conference/Event Venue

(c) Hotel

(d) Eating and Drinking Places (SIC 58)

(e) Family Amusement center integrated into the water park facility

(f) Amusement and Recreational Services with no external negative impacts (SIC 79)

(2) The following operational restrictions shall apply:

(a) No drive-up or drive-thru associated with any use shall be allowed; however, canopied patron drop-off/pick-up areas (porte cochere) shall be allowed as desired.

(b) Outdoor patios associated with any use shall close no later than midnight when within 150' of the following:

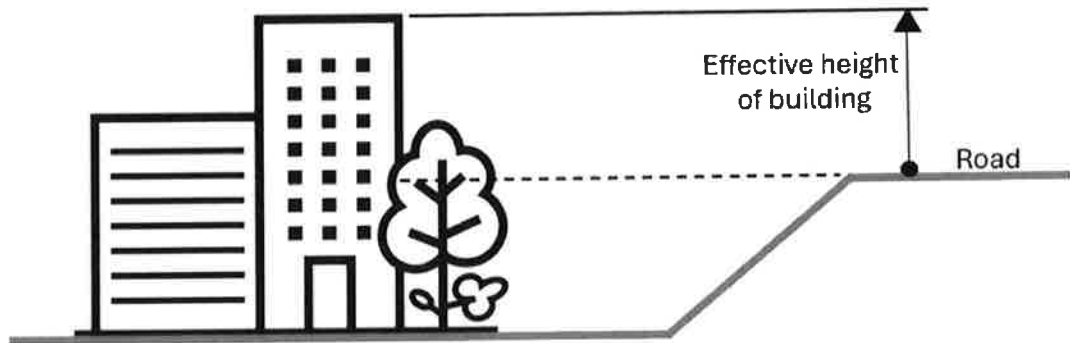
i. a residential dwelling within parcel 3

ii. a residential dwelling on an adjacent property not part of the West Grand Business Park PUD

iii. a hotel room within parcel 3 or 4

b) Bulk Regulations: The bulk regulations and setbacks of the Professional Commerce Park District shall apply to any development in Parcel 4a, unless modified otherwise herein.

Minimum lot area	60,000 square feet; however, no minimum lot size shall be required if ingress/egress cross-access and shared parking agreements are executed
Minimum primary and accessory building(s) setback from Grand Avenue, S. Jordan Creek Parkway, or Booneville Road	50 feet
Minimum primary and accessory building(s) setback for interior parcels/lots (no boundary adjacent to Grand Avenue, S. Jordan Creek Parkway or Booneville Road)	50 feet from boundary of PUD parcel 3 and 4b 25' from all other interior parcel/lot boundaries
Minimum lot width	150 feet
Maximum building height	60 feet with an additional 12 feet of height allowed for each additional 10 feet of setback. Buildings adjacent to Booneville Road -- The effective height of the building shall be determined by a measurement from the grade of the closest adjoining roadway at a ninety-degree (90°) angle from the building (see following illustration). The effective height shall not exceed 60' without providing the appropriate amount of additional setback.



c) Parking Number Required:

(1) Hotel: 1 space for each guest room; plus 1 space for each employee on the maximum shift

(2) Event venue: 20 spaces per 1,000 square feet of GFA

(3) Water Park, including other uses (i.e., family entertainment, coffee shop, restaurant, etc.) wholly contained within the water park building: prior to occupancy of any part of the water park facility, a minimum of 700 parking stalls shall be constructed on the south side of the water park facility for patrons not staying at the associated hotel. This parking may be combined with the parking field for parcel 4b; however, the 700 parking spaces shall be in addition to any parking required of the uses in parcel 4b.

(4) Restaurant(s) if stand alone or if located within a hotel with a dedicated entry into the restaurant and signage identifying its presence in the hotel: 5 spaces per 1,000 square feet of patron service area.

(5) Other uses according to city code title 9, chapter 15, section 7.

d) Open Space: On each lot there shall be provided an open space equal to at least thirty-five percent (35%) of parcel 4a or individual parcel/lot area(s) if the parcel is subdivided.

e) Signage: The regulations and provisions for signs as set forth in Title 9 of the City Code for the Professional Commerce Park (PCP) zoning district shall be followed for any signage unless otherwise provided herein.

(1) Access and Directional Signs: Signage located at decision points within a site to direct vehicles and pedestrians to specific activity areas and businesses. These signs shall not be legible from bordering perimeter roadways. Business name or logo shall be permitted on these signs up to a maximum of five inches (5") in height. There is no limit on the number of these signs that may be located within a site; however, all signs shall be consistent in design.

These signs shall abide by all other provisions in city code for Access Identification and Directional Signs not otherwise modified herein.

- (2) Due to residential to the north, internally illuminated signs are prohibited on the north side of buildings along Booneville Road. Halo and externally illuminated wall signs may be allowed on the north façade of buildings along Booneville Road as long as the light intensity is such so as to not impact any residential to the north.***
- f) Architecture: The architectural intent for this parcel is to establish a unique and high-quality identity for a water park, hotel and conference center. Building form and facades shall be varied and articulated to provide visual interest and lessen the plainness of appearance which can be characteristic of large, prefabricated buildings. A variety of materials shall be incorporated for visual interest and to relate to the surrounding developed properties.***
 - (1) Water Park Facades: Building materials may include integral color decorative concrete block, architectural grade pre-cast, and cast-in-place concrete panels to accommodate the functional needs of the water park, however, the building shall also incorporate secondary cladding materials such as, but not limited to, brick and stone, architectural metal cladding, metal or composite rain screen panel systems with concealed fasteners to help the larger building fit within the context of the surrounding development. Building facades shall focus on providing ways to break up and provide visual interest along large flat large expanses of wall.***
 - (2) Hotel, Conference Center/Hotel Facades: Natural, durable materials such as brick and stone shall be used as the primary cladding material of the building façades, primarily on the lower stories of the building, adjacent to sidewalks and pedestrian use areas. Secondary building materials may include, but are not limited to, architectural metal or composite rain screen panel systems with concealed fasteners, or other panelized cladding products of an architectural grade (acceptable to the Cit.). All exposed edges of cladding materials must have a fully finished edge or be terminated with trim. Trim for cladding panels should be finished with the same color as the panel. The use of EIFS or synthetic stucco shall be used in limited quantities and primarily as an accent or trim material and located only on the upper portions of the facades. EIFS or synthetic stucco as wall materials should be limited and aim to not comprise more that 20% of the cladding material.***
 - (3) No wood, synthetic stucco, non-architectural metal cladding, plain concrete block, or other similar materials shall constitute a portion of a building except as a trim material, unless the City Council, after having received a recommendation from the Plan and Zoning***

Commission, shall determine said material, when used as a primary element, enhances the physical appearance of the building.

- 2) ***Parcel 4b: All general use regulations, performance standards and provisions set forth in Title 9, Zoning, for the Neighborhood Commercial (NC) zoning district shall apply to any development proposal for all property within Parcel 4b as shown on the sketch plan for the West Grand Business Park PUD.***
- a) ***Land Use: All Permitted (P) and Permitted Conditional (Pc) uses set forth in Title 9, "Zoning" of the city code for the Neighborhood Commercial (NC) zoning district, shall be allowed with the approval of the appropriate review body, except as follows:***
- (1) ***The following uses shall be prohibited:***
- (a) All uses in the following Standard Industrial Classification Divisions***
 - i. "A" – Agricultural, Forestry & Fishing***
 - ii. "C" – Construction***
 - iii. "D" – Manufacturing***
 - iv. "E" – Transportation, Communication and Public Utilities, except typical infrastructure equipment and service lines***
 - v. "J" – Public Administration***
 - (b) Retail nurseries and garden stores (SIC 526) – does not include flower shops***
 - (c) Convenience Store with fuel (SIC 541) – grocery only (no fuel) convenience store is allowed, no drive-up***
 - (d) Automotive Dealers and Service Stations (SIC 55)***
 - (e) Furniture, Home Furnishings and Equipment Stores (SIC 57)***
 - (f) Outdoor storage or display component(s) associated with any use within Division G: Retail Trade (Major Groups 52 through 59) - does not include outdoor patios associated with Major Group 58: Eating and Drinking Places***
 - (g) Distribution of medical cannabidiol as part of a licensed medical cannabidiol manufacturer (SIC 591)***
 - (h) Used Merchandise Stores (SIC 593)***
 - (i) Miscellaneous Repair Services, NEC (SIC 76)***
- (2) ***The following operational restrictions shall apply:***
- (a) No more than two (2) businesses with a drive-up or drive-thru component(s) shall be allowed within Parcel 4b.***

b) Bulk Regulations: *The bulk regulations and setbacks of the Neighborhood Commercial (NC) zoning district shall apply to any development in Parcel 4b unless modified otherwise herein.*

Minimum lot area	60,000 square feet; however, no minimum lot size shall be required if ingress/egress cross-access and shared parking agreements are executed
Minimum primary and accessory building(s) setback from S Jordan Creek Parkway & Grand Avenue	50 feet
Minimum primary and accessory building(s) setback for interior parcels/lots (no boundary adjacent to S Jordan Creek Parkway or Grand Avenue)	50 feet unless if abutting similar district then 25'
Building Separation (multiple buildings on one parcel/lot)	As required by Building and Fire codes
Minimum lot width	50 feet
Maximum building height	36 feet with an additional 12 feet of height allowed for each additional 10 feet of setback

c) Parking:

- (1) No parking shall be located between a building and the adjacent perimeter street (Grand Avenue and/or S Jordan Creek Parkway).**
- (2) A single drive-thru lane may be located between the building and road when properly screened to mitigate views thereof from adjacent perimeter streets; however, said lane shall not encroach into the 50' perimeter buffer.**

d) Outdoor Patron Use and Activity Areas: *It is desired that outdoor patios be incorporated into all food or drink related establishments with said patios being located between the building and S Jordan Creek Parkway and/or Grand Avenue. To accommodate this, these patios may encroach into the required 50' perimeter buffer and building setback up to twenty feet (20'). These patios shall be enhanced to encourage day and evening use through implementation of elements such as festive lighting, umbrellas or sunshades, fans, misters, glass wind barriers, outdoor heaters, etc.*

- e) **Signs:** *The regulations and provisions for signs as set forth in Title 9 of the City Code for the Neighborhood Commercial (NC) zoning district shall be followed for any signage within Parcel 4b.*
- f) **Architecture:** *The architectural intent for this parcel is to establish a unique and high-quality identity for the pedestrian oriented commercial uses that will serve the patrons of the water park, hotels, conference center, the RecPlex and neighboring Des Moines University students and staff while still providing design continuity with the surrounding parcels within the overall development PUD.*
 - (1) *Natural, durable materials such as brick and stone shall be used as the predominate cladding material of the building façades, primarily on the lower stories of the building, adjacent to sidewalks and pedestrian use areas. Secondary building materials may include, but are not limited to, clear glazing, architectural metal or composite rain screen panel systems with concealed fasteners, or other panelized cladding products of an architectural grade (acceptable to the City). All exposed edges of cladding materials must have a fully finished edge or be terminated with trim. Trim for cladding panels should be finished with the same color as the panel. The use of EIFS or synthetic stucco shall be used in very limited quantities and primarily as an accent or trim material and located only on the upper portions of the facades.*
 - (2) *No wood, synthetic stucco, non-architectural metal cladding, plain concrete block, or other similar materials shall constitute a portion of a building except as a trim material, unless the City Council, after having received a recommendation from the Planning and Zoning Commission, shall determine said material, when used as a primary element, enhances the physical appearance of the building.*

c. **Parcel 5:**

Commercial development within this parcel will focus on the motoring public and patrons of the RecPlex entering and leaving the area and guests at the waterpark, hotels, and conference/event center by providing opportunities for quick service businesses situated along Grand Avenue such as fast-food restaurants, including with drive-thrus. The incorporation of drive-thrus shall be allowed in combination with design measures to minimize the presence of automobile focused elements such as order boards and drive-thru vehicle queuing. Additional opportunities for lodging and restaurants (non-drive-thru) engaged with an existing water feature exist along the south and east edge of this parcel. The bulk of the center of the property will be dedicated to parking for the RecPlex and overflow parking for PUD Parcels 3 & 4. This parking shall be a minimum of 500 spaces and will serve as a holding area for possible future expansion of the RecPlex facility. A dedicated vehicle roadway and enhanced

pedestrian pathways physically separated from the primary roadway will link this parcel to the RecPlex.

- 1) All general use regulations, performance standards and provisions set forth in Title 9, Zoning, for the Community Commercial (CMC) zoning district, shall apply to any development proposal for all property within Parcel 5 as shown on the sketch plan for the West Grand Business Park PUD, unless modified otherwise within this Ordinance.**
 - a) Land Use: All Permitted (P) and Permitted Conditional (Pc) uses set forth in Title 9, "Zoning" of the city code for the Community Commercial (CMC) zoning district, shall be allowed with the approval of the appropriate review body, except as follows:**
 - (1) All uses otherwise allowed in the CMC zoning district shall be prohibited except the following which shall be considered Permitted ("P") by right unless a traffic impact study determines implementation of said use will negatively affect the adjacent public streets:**
 - (a) General Merchandise Stores (SIC 53)**
 - (b) Food Stores (SIC 54), including convenience stores with fuel pumps**
 - (c) Apparel and Accessory Stores (SIC 56)**
 - (d) Eating and Drinking Places (SIC 58), including with drive-ups or drive-thrus**
 - (e) Drug Stores and Proprietary Stores (SIC 591)**
 - (f) Finance, Insurance, Real Estate and Other Office Uses, NEC (SIC Division H), except Personal Credit Institutions, including check and case agencies and delayed deposit services businesses (SIC 6141)**
 - (g) Hotels (SIC 70)**
 - (h) Personal Services (SIC 72)**
 - (i) Car Washes (SIC 7542)**
 - (j) Amusement and Recreational Services (SIC 79)**
 - (k) Health Services (SIC 80)**
 - (2) The following operational restrictions shall apply:**
 - (a) Only those parcels/lots which are adjacent to Grand Avenue may have drive-up or drive-thru component(s) if a traffic impact study determines implementation of said use will not negatively affect Grand Avenue.**
 - (b) Car Washes shall not be located within 300' of a hotel room.**
 - (c) Outdoor patios of any use within 150' of a hotel room shall close no later than midnight.**

- b) **Bulk Regulations:** *The bulk regulations and setbacks of the Community Commercial District (CMC) shall apply to any development in Parcel 5, unless modified otherwise herein.*

Minimum lot area	60,000 square feet; however, no minimum lot size shall be required if ingress/egress cross-access and shared parking agreements are executed
Minimum primary and accessory building(s) setback from Grand Avenue	100 feet; if no parking is located between the building and the adjacent street the setback may be reduced to 50 feet. A single drive-thru lane may be located between the building and road
Minimum primary and accessory building(s) setback for interior parcels/lots (no boundary adjacent to Grand Avenue)	50 feet unless if abutting similar district then 25'
Building Separation (multiple buildings on one parcel/lot)	As required by Building and Fire codes
Minimum lot width	50 feet
Maximum building height	36 feet with an additional 12 feet of height allowed for each additional 10 feet of setback

- c) **Signs:** *The regulations and provisions for signs as set forth in Title 9 of the City Code for the Community Commercial (CMC) zoning district shall be followed for any signage within Parcel 5.*

- d) **Architecture:** *The architectural intent for this parcel is to establish a unique and high-quality identity for the mixed-use commercial development area while still providing design continuity to the RecPlex and surrounding parcels within the overall development PUD.*

- (1) *Natural, durable materials such as brick and stone shall be used as the primary cladding material of the building façades, primarily on the lower stories of the building, adjacent to sidewalks and pedestrian use areas. Secondary building materials may include, but are not limited to, clear glazing, architectural metal or composite rain screen panel systems with concealed fasteners, or other panelized cladding products of an architectural grade (acceptable to the City.). All exposed edges of cladding materials must have a fully finished edge*

or be terminated with trim. Trim for cladding panels should be finished with the same color as the panel. The use of EIFS or synthetic stucco shall be used in limited quantities and primarily as an accent or trim material and located only on the upper portions of the facades.

(2) No wood, synthetic stucco, non-architectural metal cladding, plain concrete block, or other similar materials shall constitute a portion of a building except as a trim material, unless the City Council, after having received a recommendation from the Planning and Zoning Commission, shall determine said material, when used as a primary element, enhances the physical appearance of the building.

SECTION 5. Amendment. Ordinance #1373, #1812, #2299, #2359, #2360, #2446, #2460 and #2462, pertaining to the West Grand Business Park Planned Unit Development, Section 054-05, *Land Use Design Criteria*, Subsection D, *Parcels 4 and 7* is hereby amended by deleting the highlighted strike-through text. All other items in current adopted portion of code not reflected below shall remain as is.

D. ~~Parcels 4 and 7~~: All general use regulations and provisions set forth in title 9, Zoning of the West Des Moines City Code for the RM Residential Medium Density District shall apply to any development in ~~Parcels 4 and 7~~ as shown on the sketch plan for the West Grand Business Park PUD, unless modified otherwise within this ordinance. The maximum density for any development within these parcels shall not exceed twelve (12) dwelling units per acre.

1. Allowed Uses: Uses allowed within these parcels shall be permitted as identified pursuant to table 5.1 of title 9 of the West Des Moines City Code for the RM Residential Medium Density District, unless modified otherwise within this section. In addition to the uses listed in table 5.1 for the RM District of title 9 of the City Code the following uses shall be permitted:
Agricultural production - crops (SIC 01) including sod farms and noncommercial grain storage.
2. Architecture Requirements: The architecture of multiple-family buildings within these parcels shall be acceptable to the City and accomplished in a manner compatible with the adjoining residential uses in the neighborhood. Architectural design for multi-family buildings shall attempt to express a creative presentation of exterior building materials, exterior details and texture, treatment of windows and doors, and use of angles and multiplicity of planes within the wall and roof design to lessen the plainness of appearance which can be characteristic of large residential buildings. No more than eight (8) dwelling units side by side in a row on any side of a building shall be permitted. A maximum of twelve (12) dwelling units per building shall be permitted. Brick elements shall be incorporated into the architecture of all sides of a building to integrate the commercial and residential uses through similarity of building materials and style.
3. Bulk Regulations: The bulk regulations and setbacks of the Residential Medium Density District shall apply to any development in ~~Parcels 4 and 7~~, unless modified otherwise herein.
4. Open Space Required: Within each development there shall be provided an open space equal to at least twenty five percent (25%) of the total lot area; said space shall be unencumbered with any structure or off-street parking and shall be landscaped and

well maintained with grass, trees and shrubbery, except for areas used as pedestrian walks and ingress-egress drives. In addition, all parking areas shall include landscape areas, islands, screens, etc., equal to not less than ten percent (10%) of the total paved area. Such landscaped area shall be in addition to the open space requirements noted above for the total lot area. Landscaped islands within the parking area shall have ground cover of grass (i.e., sod), shrubs or other acceptable living plant life, unless an alternate ground cover is specifically approved as part of the site plan review by the City. Inorganic mulches in the landscape islands shall not be considered acceptable.

Emphasis should be placed on the protection and preservation of any environmentally sensitive areas as part of the development of the property. Environmental resources (trees, drainageways, natural areas, and open space, etc.) shall be preserved, wherever practical, through the design development and protection measures.

Section 6. Amendment. Ordinance #1373, #1812, #2299, #2359, #2360, #2446, #2460 and #2462, pertaining to the West Grand Business Park Planned Unit Development, Section 054-05, *Land Use Design Criteria*, Subsection E, *Parcels 5 and 6*, is hereby amended by deleting the text in highlighted strike-through. All other items in current adopted portion of code not reflected below shall remain as is.

~~E. Parcels 5 And 6:~~ All general use regulations, performance standards and provisions set forth in title 9, Zoning of the West Des Moines City Code, for the BP Business Park District, shall apply to any development proposal for all property within ~~Parcels 5 and 6~~ as shown on the sketch plan for the West Grand Business Park PUD, unless modified otherwise within this ordinance.

Section 7. Amendment. Ordinance #1373, #1812, #2299, #2359, #2360, #2446, #2460 and #2462, pertaining to the West Grand Business Park Planned Unit Development, Section 054-05, *Land Use Design Criteria*, Subsection J, *Parcels 13, 14 And 15*, is hereby amended by deleting the highlighted strike-thru text and inserting the text in bold italics and reordering accordingly. All other items in current adopted portion of code not reflected below shall remain as is.

~~J. K. Parcels 13, 14 And 15:~~ The Raccoon River, as well as other creeks and intermittent streams in these parcels, presents an opportunity for a significant linear open space through the development. The Raccoon River represents the most significant environmental resource in the area of the PUD.

SECTION 8. Amendment. Ordinance #1373, #1812, #2299, #2359, #2360, #2446, #2460 and #2462, pertaining to the West Grand Business Park Planned Unit Development, Section 054-05, *Land Use Design Criteria*, Subsection J, is hereby amended by inserting the text in bold italics accordingly.

J. Parcel 12: All general use regulations, performance standards and provisions set forth in title 9, Zoning of the West Des Moines City Code, for the BP Business Park District, shall apply to any development proposal for all property within Parcel 12 as shown on the sketch plan for the West Grand Business Park PUD, unless modified otherwise within this ordinance.

SECTION 9. Amendment. Ordinance #1373, pertaining to the West Grand Business Park Planned Unit Development, Section 054-13, *Buffers*, is hereby amended by deleting the highlighted strike-through text and adding the text in bold italics.

All development within the West Grand Business Park PUD shall comply with the buffering provisions of ~~the Buffer Ordinance, Ordinance 1073, of the City Code~~, **unless modified otherwise within this ordinance.**

SECTION 10. Repealer. All ordinances of parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 11. 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 12. 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 13. 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 14. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law; provided, however, that the City Clerk is directed to NOT publish the Ordinance to make it finally effective until the following has occurred: WDM Entertainment, LLC, an Iowa limited liability company, or its assignee, if any, has filed with the City Clerk a copy of a recorded Deed from W & G McKinney Farms, L.C., an Iowa limited liability company, to WDM Entertainment, LLC, or assignee, if any, regarding the property that is the subject of this Ordinance by no later than November 18, 2024. In the event such a Deed has not been timely filed with the City Clerk, City Council shall adopt a resolution stating this Ordinance shall not be deemed effective and shall be null and void.

Passed and approved by the City Council on August 19, 2024.

Kevin L. Trevillyan, Mayor Pro Tem

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.

Planned Unit Development Sketch Plan

West Grand Business Park PUD Sketch Plan / July 2024



No Change from the Previous Reading

CITY OF WEST DES MOINES STAFF REPORT COMMUNICATION

Meeting Date: August 19, 2024

ITEM: Val Air Ballroom PUD, 301 Ashworth Road - Amend the Val Air Ballroom Planned Unit Development Ordinance to allow additional iconic signage – VAB, LLC – ZC-006495-2024

ORDINANCE: Approve the Second Reading, Waive the Third Reading and Adopt the Amendment to Planned Unit Development Ordinance

Background: The applicant and property owner, VAB, LLC, requests approval of a Rezoning request to amend the Val Air Ballroom Planned Unit Development (PUD) Ordinance, governing development of that ground located at 301 Ashworth Road. The request is to amend the PUD Ordinance to allow additional iconic wall signage to the building. The applicant found a historic photograph that depicted a “Val Air Ballroom” sign on the west wall of the building. The sign was painted on the wall in the photograph and the applicant intends to recreate the sign by also painting it directly on the wall.

Staff Review & Comment:

- **Financial Impact:** No City financial impacts anticipated with the proposed amendment.
- **History:** The Val Air Ballroom PUD was approved by the City Council on January 2, 2024.
- **Key Aspects:**
 - **Proposed Amendment:** The proposed sign will be painted onto the west wall of the building as is depicted in the historic photograph found by the applicant. The painted sign will be 4' tall and 36' long (144 square feet in area). Currently, the PUD Ordinance allows 1 ½ square feet of signage per linear foot of building with the main entry which equates to 339 square feet of allowable wall signage. The applicant currently has placed 233 square feet of wall signs on the building, resulting in 106 square feet of signage still available. The applicant is 38 square feet short of what is needed for the painted sign. Due to the historic nature of the sign they are trying to replicate, the applicant prefers to not reduce the size of the sign and lose the authenticity to the original sign. In order to allow the additional sign at the size the applicant is requesting, the signage section of the PUD Ordinance is proposed to be amended to allow a maximum of two (2) square foot of wall signage per linear foot of the building wall that contains the main entrance to the building instead of the existing one and one-half (1½) square foot allowance.

Outstanding Issues: There are no outstanding issues.

Planning and Zoning Commission Action:

Date: July 22, 2024

Vote: 5-0 for approval, with Commissioners Crowley and Davis absent

Recommendation: Approve the Rezoning request

City Council First Reading:

Date: August 5, 2024

Vote: 4-0 for approval, with Council Member McKinney absent

Recommendation: Approve the Rezoning request to amend the Val Air Ballroom Planned Unit Development (PUD), subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz

Approval Meeting Dates:

Planning and Zoning Commission	July 22, 2024
City Council: First Reading	August 5, 2024
City Council: Second Reading, Waive Third and Adopt	August 19, 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>AP</i>

Publications (if applicable)

Published In:	Des Moines Register Community Section
Date(s) Published	7/17/24
Date(s) of Mailed Notices	7/17/24

Council Subcommittee Review (if applicable)

Subcommittee	Development & Planning			
Date Reviewed	7/1/24			
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>	No Discussion <input type="checkbox"/>

Location Map



A RESOLUTION OF THE PLANNING AND ZONING COMMISSION

NO. PZC-24-034

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, VAB, LLC, request approval to amend the Val Air Ballroom Planned Unit Development (PUD) Ordinance to allow additional wall signage on that property located at 301 Ashworth Road and 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 request to amend the Val Air Ballroom Planned Unit Development (PUD) Ordinance (ZC-006495-2024), 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 July 22, 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 July 22, 2024, by the following vote:

AYES: Costa, Conlin, Hatfield, McCoy, Shaw

NAYS:

ABSTENTIONS:

ABSENT: Crowley, Davis

ATTEST:


Recording Secretary

Prepared by: Brian Portz, City of West Des Moines Development Services Dept., PO Box 65320,
West Des Moines, Iowa 50265-0320 515-222-3620
When Recorded, Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

ORDINANCE

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2024, AND ORDINANCE #2595 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 #2595 pertaining to the Val Air Ballroom Planned Unit Development (PUD), Section 15, *Signage*, Subsection A, *Business Identification Signs*, is hereby amended by deleting the highlighted strike-through text and adding the text in bold italics. All other items in current adopted portion of code not reflected below shall remain as is.

A. Business Identification Signs:

1. Business identification signs, including wall, ground monument, roof, and projecting signs shall be consistent with and reinforce the design intent of the redevelopment plan. ***Wall signs are allowed to be painted only when replicating a historic sign previously present on the property.***
2. For existing iconic signage, or any proposed signage that is found to reflect the intent of the redevelopment plan, this site shall be allowed ~~one and one half (1 ½)~~ ***two (2)*** square foot of wall signage per linear foot of the building wall that contains the main entrance to the building. The allowed signage may be divided into multiple signs ***and placed on any wall*** as long as the total amount of sign area earned, based upon the formula above, is not exceeded. Wall signage may project above the roof line of the structure/wall of which it is attached. If the proposed signage is not found to reflect the intent of the redevelopment plan guidelines, the allowed wall signage shall be permitted at one (1) square foot of wall signage per linear foot of the building wall that contains the main entrance to the building.

SECTION 2. Repealer. All ordinances of parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. Savings Clause. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. Violations and Penalties. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Section 1 of the City Code of the City of West Des Moines, Iowa.

SECTION 5. Other Remedies. In addition to the provisions set out in Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed and approved by the City Council on August 19, 2024.

Kevin L. Trevillyan, Mayor Pro tem

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 CHANGE FROM PREVIOUS READING

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

Meeting Date: August 19, 2024

ITEM: Grand Avenue Reconstruction Project – Vacate 23,398 sq. ft. of right-of-way of Grand Avenue – City of West Des Moines – VAC-006290-2023

ORDINANCE: Approval of Second Reading, Waive Third and Adopt Ordinance Vacating Public Right-of-Way

Background: City Council previously approved the vacation of right-of-way Grand Avenue on February 19, 2024. Subsequently, the Polk County Auditors’ Office notified City staff that there was an error in the legal description of the ordinance and resolution regarding Parcel F (specifically, Parcel F is mentioned, but there is no indication which Parcel F is being referred to (e.g., Subdivision, ¼, ¼ Sec #, Twp # Range #). The attached ordinance and resolution correct the legal descriptions found in the previously approved ordinance and resolution (specifically, Ordinance No. 2599 (Book 19726 Page 187) and Resolution No. 24-02-05-10 (Book 19719 Page 140).

Outstanding Issues: There are no outstanding issues.

Plan and Zoning Commission Action:

Date: December 27, 2023
Vote: 6-0 for approval with Commissioner Conlin absent
Recommendation: Approval of the Vacation

City Council First Reading:

Date: August 5, 2024
Vote: 4-0 for approval; Council Member Matthew McKinney absent

City Council Second Reading:

Date: August 19, 2024
Vote:

Recommendation: Approve the Second Reading, Waive Third and Adopt Ordinance Vacating Public Right-of-Way situated near the Southeast corner of Grand Avenue and Raccoon River Drive

Lead Staff Member: Jason Schlickbernd

Approval Meeting Dates:

Plan & Zoning Commission	December 27, 2023
City Council: First Reading	August 5, 2024
City Council: Second Reading	August 19, 2024
City Council: Third Reading	August 19, 2024

Staff Report Reviews

Plan & 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 type="checkbox"/> Legal Department <input checked="" type="checkbox"/> Agenda Acceptance <i>AA</i>

Publications

Published In	Des Moines Register
Date Published	July 29, 2024

Subcommittee Review (if applicable)

Committee	Development & Planning		
Date Reviewed	Not Presented		
Recommendation	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Split

Location Illustration

SE Quadrant of RRD & Grand Intersection



Legend

0 185 370 ft
Scale: 1:2,703



© City of West Des Moines, Iowa

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Prepared by: Greta Truman, City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3673
When Recorded Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

ORDINANCE NO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:

Section 1. Pursuant to Title 7, Chapter 1, Section 10 of the West Des Moines Code of Ordinances, "VACATION AND DISPOSAL", it has been determined that the public right-of-way legally described in attached Exhibit "A" is no longer necessary for public use and the vacation of the right-of-way will not deny access to abutting property.

Section 2. 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 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2024
and approved this _____ day of _____, 2024.

Kevin Trevillyan, Mayor Pro Tem

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: Legal Description of Right-of-Way To Be Vacated

A PORTION OF PARCEL F, IN SECTION 30, TOWNSHIP 78 NORTH, RANGE 25 WEST, AS DESCRIBED IN ACQUISITION PLAT GRAND AVENUE RIGHT OF WAY RECORDED IN BOOK 7117, PAGE 489 IN THE POLK COUNTY, IOWA RECORDERS OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY MOST SOUTHEASTERLY CORNER OF SAID PARCEL F SAID POINT ALSO BEING THE NORTHERLY CORNER OF PARCEL D OF SAID ACQUISITION PLAT; THENCE 289.39 FEET ON A 1567.10 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 44°43'42" WEST, 288.98 FEET ON THE EAST LINE OF SAID PARCEL F; THENCE SOUTH 39°28'14" WEST, 138.18 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL F; THENCE SOUTH 84°24'34" WEST, 17.13 FEET ON THE SOUTH LINE OF SAID PARCEL F TO THE PRESENTLY ESTABLISHED EAST RIGHT OF WAY LINE OF RACCOON RIVER DRIVE; THENCE 235.90 FEET ON A 411.10 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 17°34'23" EAST, 232.67 FEET ON SAID EAST RIGHT OF WAY LINE; THENCE NORTH 56°31'55" EAST, 59.91 FEET; THENCE 197.24 FEET ON A 1131.50 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 72°38'20" EAST, 196.99 FEET TO THE POINT OF BEGINNING CONTAINING (20,926 SQUARE FEET) 0.48 ACRES, MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

**CITY OF WEST DES MOINES
MEMORANDUM**

TO: Mayor Pro Tem and Members of the City Council
FROM: Kara Tragesser, AICP, Development Services
DATE: August 19, 2024
RE: Item 6(a) – Westown Residences 3530 Westown Parkway

The requested Comprehensive Plan Land Use amendment and Zone Change for the Westown Residences hotel at 3530 Westown Parkway has been withdrawn by the applicant.

Plan and Zoning Commission recommendation: Motion to accept withdrawal of Comprehensive Plan Land Use amendment and Zone Change for Westown Residences at 3530 Westown Parkway.

c. Linda Schemmel, Planning Administrator

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

Meeting Date: August 19, 2024

ITEM: Forest Place (formerly known as High Point), Generally north and south of future Stagecoach Drive extension and between S. 81st Street and the future extension of S. 85th Street – Approve a Preliminary Plat to create 101 lots for Single Family Residential development, 4 Outlots and 5 Street Lots – High Point Group, LLC – PP-006459-2024
Continued from July 22, 2024

Resolution: Approval of Preliminary Plat

Background: Jared Murray with Civil Design Advantage, on behalf of the applicant and property owner, High Point Group, LLC, requests approval of a Preliminary Plat for the approximately 76-acre property generally located north and south of future Stagecoach Drive extension and between S. 81st Street and the future extension of S. 85th Street. The applicant proposes to subdivide the property into one hundred and one (101) lots for Single Family residential development, one (1) outlot for future development, one (1) outlot for open space, one (1) outlot for storm water detention, one (1) outlot for Parkland Dedication and five (5) street lots to be dedicated to the city.

In October of 2023, this property was originally preliminary platted as High Point and included an area of medium density residential detached townhomes in the more-less triangular area at the southwest corner of Stagecoach Drive and S 81st Street along with single family lots to the south. The developer of the detached townhomes (to have been called Amare Vita) dropped out and the applicant is now proposing single family homes with a cul-de-sac in that portion of the preliminary plat. This new preliminary plat will include this area and now the entire development will be called Forest Place.

The preliminary plat was originally brought forward to the Planning & Zoning Commission on July 22, 2024, however, it was deferred to a later date to allow the developer to have further conversations with the Fire Marshal about access to the site and the allowance of building permits to be issued for the entire development. Those conversations have taken place and are outlined below in the “*Water & Road Extensions Before Building Permits*” section.

Staff Review & Comment:

- **Financial Impact:** As has been done with the balance of Stagecoach Drive, the developer and city have established an agreement for reimbursement of Stagecoach Drive construction costs through TIF.
- **Key Development Aspects:**
 1. **Residential Driveway Access to S. 81st Street:** S. 81st Street is classified as a Major Collector and the only north-south roadway within the Superblock connecting anticipated Riverview Dr (new Booneville Rd) to Mills Civic Parkway. City Code 9-15-6.B.2, “*prohibits the backing or backward movement of vehicles from a driveway...onto a major thoroughfare, including all thoroughfares designated as arterial or major collector streets.*” The anticipated traffic volumes, speeding of vehicles and both horizontal and vertical curves are safety concerns. Those lots

fronting S. 81st Street will need to implement a house &/or driveway design in such a manner to allow drivers to utilize a forward movement when entering onto S. 81st Street. The developer has indicated that as part of the sale of a lot they will raise awareness of the forward only movement and that the. Notes have been added to the plat drawing. Staff recommends a condition of approval to ensure awareness of this aspect.

2. Parkland Dedication: On October 16, 2023, the City Council approved and accepted a Parkland Dedication Agreement for the then anticipated High Point and Amare Vita developments for an intended 69 single family dwellings and 60 detached townhome dwellings. The townhome portion of the project is no longer occurring, and the developer is changing the townhome area to single family lots. The change in type and number of lots will necessitate the execution of a new Parkland Agreement. The revised Parkland Dedication Agreement has been signed and is proposed to be accepted by the City Council with this preliminary plat request.
3. Trail along S. 81st Street: The existing public trail on the west side of S 81st Street will be removed to accommodate sewer construction for the new lots along S 81st St. Replacement of the existing trail in conformance with City standards is required prior to accepting the public improvements for the subdivision.

The remaining 828 lineal feet of proposed public trail extension on the west side of S 81st Street to the south property line will be built by the developer through a 60/40 Trail Agreement being prepared and presented to City Council for approval along with the Parkland Dedication Agreement. Said trail construction in conformance with City standards is required prior to accepting the public improvements for the subdivision and issuance of any building permits for the lots which the trail crosses.

4. Water & Road Extensions Before Building Permits: Stagecoach Drive between S 78th Street and S 81st Street is being constructed by the city and is almost complete. The developer will be extending Stagecoach Drive from S 81st Street to S 85th Street and constructing S 85th Street south of Stagecoach Drive tying it back into S 81st Street. Water lines will be constructed in conjunction with the extension of these roads. The looping of water from its existing location in S. 81st Street will be critical for appropriate flows for home sprinkler systems and adequate fire flows. All construction of homes on the single-family lots will be prohibited until the previously identified roads are constructed and water lines are installed and appropriately looped and operational to the Fire Marshal's and WDM Water Works satisfaction. Engineering Services is currently reviewing a plan that shows a temporary access road that will provide access around the intersection of Stagecoach Drive and S. 81st Street to provide secondary access to the Forest Place development in the event the intersection is blocked for any reason. Providing fire flows are adequate, the proposed temporary road meets City of West Des Moines Engineering and Fire code requirements, is constructed, and accepted, the Fire Marshal will allow for construction on all proposed single-family lots within the Forest Place development.
- Traffic Impact Study Findings: The site is expected to generate less traffic than previously estimated. The planned roadway geometry is expected to have adequate capacity under full-build conditions. Lane configurations for the major roadways downstream of the site, as recommended in earlier traffic studies, remain adequate.

S 81st Street is a major collector street adjacent to the site. Ultimately, as the area to the south develops in the future, it is expected that S 81st Street will continue south and tie into Riverview Drive. However, since S 85th Street no longer continues south to Riverview Drive as previously planned, S 81st Street is the only north/south street connecting Stagecoach Drive and Riverview Drive. Therefore, more traffic is loaded onto S 81st Street and the street will have higher speeds associated with a higher amount of through traffic. The walkability and bikeability of the area are also reduced with a lower density of streets. The higher traffic volumes and higher speeds through the single-family residential subdivision will likely generate complaints from future residents as properties to the south develop and S 81st Street is extended south. Concerns with individual lot access onto S. 81st Street is noted above.

S 85th Street is a minor collector street that is planned to be extended south from its current terminus. The street is planned to curve to the southeast and intersect with S 81st Street. Due to the curvature of the street, traffic going to/from the northwest may treat S 85th Street as a cut-through to travel between Stagecoach Drive and S 81st Street to avoid the future traffic signal.

- Developer Responsibilities: In conjunction with platting of the lots, the developer will be responsible for construction and/or installation of all required public and private infrastructure improvements necessary to support development. The following items are known improvements; additional improvements may be required in response to development proposals:
 1. Streets:
 - Stagecoach Drive from S. 81st Street to future S. 85th Street
 - S. 85th Street from the north property line to S. 81st Street
 - S 81st Street from its current terminus to the south boundary of the Forest Place property, including a temporary turnaround
 - Temporary turnaround (including an easement) at the west terminus of the future extension of Stagecoach Drive. This turnaround is on the adjacent Sunset Company, LC property to the west.
 - All interior roadways
- Development & Planning Subcommittee: The “superblock” area between S. Jordan Creek Parkway and S. 88th Street and between Booneville Road on the south and Stagecoach Drive on the north, which includes Forest Place (the subject development), and the proposed Village at Sugar Creek and Jordan Ridge developments were discussed at the Development & Planning Subcommittee meetings on June 7, 2021, and July 19, 2021. Residential types and density were the main points of discussion along with the question of entitlement of residential development for the area. Staff indicated a desire to ensure a wide range of housing types and price points would be developed within the area. At the July 19th meeting, staff provided a land use plan that met the needs of the pending developers while achieving a range of housing options.

At the August 7, 2023, meeting, staff presented the proposed preliminary plat for informational purposes only as an Upcoming Project. Mr. Miller raised concerns with road connectivity between his property and the development. At the September 18, 2023, meeting, road connections to the Jim Miller property immediately to the west of High Point was discussed. The Subcommittee requested staff facilitate a meeting between the property owners to resolve the matter. After a few meetings, High Point and the Millers were able to come to agreement with a road at the northern end that connects S. 85th

Street to S. 88th Street across the Miller property. They did not come to an agreement about a connection point at the southern end of the High Point (now Forest Place) property.

At the July 15, 2024, meeting, the trail along the west side of S. 81st Street was discussed. At the meeting it was determined the trail should be installed as part of the of the public improvements associated with subdivision construction and prior to any building permit being issued.

- Plat Validity: Per City Code, the associated Final Plat must be presented to the City Council for approval within 12 months of the approval of this Preliminary Plat if surety is being posted for Public Improvements; or, within 18 months if Public Improvements are being constructed prior to Final Plat consideration. It is the responsibility of the developer to be aware of these deadlines and request an extension of the Preliminary Plat approval prior to the Preliminary Plat expiration date.

Outstanding Issues: There are no outstanding issues.

Planning and Zoning Commission Action:

Date: August 12, 2024

Vote: 6-0 for Approval with Commissioner Conlin absent

Recommendation: Approve the Preliminary Plat

Recommendation: Approve the Preliminary Plat subject to the applicant meeting all City Code requirements, and the following conditions of approval:

1. The applicant/developer acknowledging that the appropriate road network will need to be constructed to support intended development and unless responsibilities are otherwise defined in a development agreement with the City, that the applicant/developer will be responsible for the implementation of the necessary roadways to serve their development. Furthermore, the applicant/developer acknowledging that development of any parcel being created with platting, may be restricted until adequate road and water infrastructure are completed to the satisfaction of the City's Fire Marshal. The restriction includes prohibiting above ground construction until the Fire Marshal determines appropriate accesses and water flows are installed and useable.
2. The developer acknowledging that vehicles backing out onto S. 81st Street is prohibited. The developer agrees to inform and require buyers of lots that front to S. 81st Street that all turns onto S. 81st Street are to be a forward movement, and the developer shall implement measures during the sale of the lot and their approval of a dwelling's layout on the lot to be such to ensure that the design of the garage(s) and driveway allow and promote vehicles to be able to orient for forward movement from the lot onto S. 81st Street.
3. The applicant acknowledging that a revised Parkland Dedication Agreement and 60/40 Trail Agreement will need to be executed for the ground within the Forest Place Preliminary Plat area.
4. The applicant acknowledging that the public trail will be constructed as part of the public improvements. The public improvements will need to be approved and accepted by the city prior to issuance of any building permits for lots which the trail crosses.

Lead Staff Member: Brian Portz

Approval Meeting Dates:

Planning and Zoning Commission	August 12, 2024
City Council	August 19, 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 <i>JP</i>

Publications (if applicable)

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

Council Subcommittee Review (if applicable)

Subcommittee	Development & Planning
Date Reviewed	6/7/2021, 7/19/2021, 8/7/2023, 9/18/2023, & 7/15/ 2024
Recommendation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Split

Location Map



Current Land Use Map



Area south of future Stagecoach extension between S 81st Street and S 85th Street is zoned Single Family Residential (R-1) which is allowed in both the Detached Residential and Mixed Residential land use classification

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION

NO. PZC-24-038

WHEREAS, pursuant to the provisions of Title 9, Zoning and Title 10, Subdivision Regulations of the West Des Moines Municipal Code, the applicant and property owner, High Point Group, LLC, requests approval of the Forest Place Preliminary Plat for the purpose of subdividing that approximately 76-acre property generally located north and south of future Stagecoach Drive extension and between S. 81st Street and the future extension of S. 85th Street as depicted on the location map included in the staff report. The applicant proposes the creation of one-hundred and one (101) lots for Single Family development, one (1) outlot for future development, one (1) outlot for open space, one (1) outlot for storm water detention, one (1) outlot for Parkland Dedication and five (5) street lots to be dedicated to the city; and

WHEREAS, the Preliminary Plat complies with Iowa Code Chapters 354 and 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 Forest Place Preliminary Plat (PP-006459-2024) 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 August 12, 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 August 12, 2024, by the following vote:

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

NAYS:

ABSTENTIONS:

ABSENT: Conlin

ATTEST:

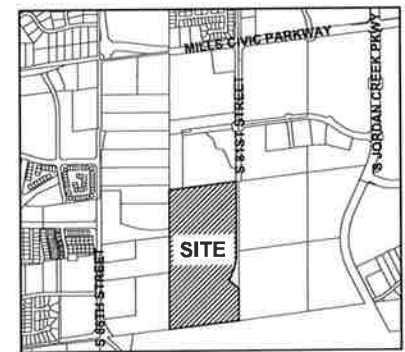

Recording Secretary

PRELIMINARY PLAT FOR: FOREST PLACE

WEST DES MOINES, IOWA

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

VICINITY MAP



OWNER/APPLICANT

HIGH POINT GROUP, LLC
CONTACT: JAKE RIED
6205 MILLS CIVIC PARKWAY, SUITE 200
PH: (515) 202-5690

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
CONTACT: JARED MURRAY
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: (515) 369-4400

DATE OF SURVEY

JULY 29, 2022

ZONING

R-1: SINGLE-FAMILY RESIDENTIAL DISTRICT
RH-18: RESIDENTIAL HIGH DENSITY

COMPREHENSIVE LAND USE

MR – MIXED RESIDENTIAL

BULK REGULATIONS

R-1: SINGLE-FAMILY RESIDENTIAL DISTRICT

SETBACKS	
FRONT YARD	= 30 FT
REAR YARD	= 35 FT
SIDE YARD	= 7 FT (14 FT TOTAL)
MINIMUM LOT WIDTH	= 50 FT (ADDITIONAL 25 FT FOR CORNER LOTS)
MINIMUM LOT FRONTAGE	= 40 FT
MINIMUM LOT AREA	= 7,500 SF

BENCHMARKS

WDM BM #87
3960± FEET WEST OF INTERSECTION OF SOUTH 88TH STREET AND 335TH STREET (DALLAS COUNTY), 3 FEET NORTH OF EAST/WEST FENCE, 10 FEET EAST OF NORTH/SOUTH FENCE, ON 335TH STREET ACROSS FROM THE HOUSE #3307 AND #3309. ELEVATION=167.65

WDM BM #89
4124± FEET WEST OF INTERSECTION OF S. JORDAN CREEK PARKWAY AND BOONEVILLE ROAD, 2 FEET NORTH OF EAST/WEST FENCE, SOUTH SIDE OF BOONEVILLE ROAD. ELEVATION=81.57

DEVELOPMENT SUMMARY

TOTAL AREA OF SITE = 76.15 ACRES (3,317,089 SF)

LEGEND

PROPOSED

- GROUND SURFACE CONTOUR
- TYPE SW-501 STORM INTAKE
- TYPE SW-502 STORM INTAKE
- TYPE SW-503 STORM INTAKE
- TYPE SW-505 STORM INTAKE
- TYPE SW-506 STORM INTAKE
- TYPE SW-512 STORM INTAKE
- TYPE SW-513 STORM INTAKE
- TYPE SW-401 STORM MANHOLE
- TYPE SW-402 STORM MANHOLE
- FLARED END SECTION
- TYPE SW-301 SANITARY MANHOLE
- STORM/SANITARY CLEANOUT
- WATER VALVE
- FIRE HYDRANT ASSEMBLY
- SIGN
- DETECTABLE WARNING PANEL
- SANITARY SEWER WITH SIZE
- STORM SEWER
- WATERMAIN WITH SIZE

EXISTING

- GROUND SURFACE CONTOUR
- SANITARY MANHOLE
- WATER VALVE BOX
- FIRE HYDRANT
- WATER CURB STOP
- WELL
- STORM SEWER MANHOLE
- STORM SEWER SINGLE INTAKE
- STORM SEWER DOUBLE INTAKE
- FLARED END SECTION
- DECIDUOUS TREE
- CONIFEROUS TREE
- DECIDUOUS SHRUB
- CONIFEROUS SHRUB
- ELECTRIC POWER POLE
- GUY ANCHOR
- STREET LIGHT
- POWER POLE W/ TRANSFORMER
- UTILITY POLE W/ LIGHT
- ELECTRIC BOX
- ELECTRIC TRANSFORMER
- ELECTRIC MANHOLE OR VAULT
- TRAFFIC SIGN
- TELEPHONE JUNCTION BOX
- TELEPHONE MANHOLE/VAULT
- TELEPHONE POLE
- GAS VALVE BOX
- CABLE TV JUNCTION BOX
- CABLE TV MANHOLE/VAULT
- MAIL BOX
- BENCHMARK
- SOIL BORING
- UNDERGROUND TV CABLE
- GAS MAIN
- FIBER OPTIC
- UNDERGROUND TELEPHONE
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- FIELD TILE
- SANITARY SEWER W/ SIZE
- STORM SEWER W/ SIZE
- WATER MAIN W/ SIZE

SURVEY

- SECTION CORNER
- 1/2" REBAR, YELLOW CAP #18880 (UNLESS OTHERWISE NOTED)
- ROW MARKER
- ROW RAIL
- PLATTED DISTANCE
- MEASURED BEARING & DISTANCE
- RECORDED AS
- DEED DISTANCE
- CALCULATED DISTANCE
- CURVE ARC LENGTH
- MINIMUM 100 YEAR FLOOD PROTECTION ELEVATION
- CENTERLINE
- SECTION LINE
- 1/4 SECTION LINE
- 1/4 1/4 SECTION LINE
- EASEMENT LINE
- LOT LINE
- RIGHT OF WAY
- BUILDING SETBACK
- PLAT BOUNDARY

FOUND

- SECTION CORNER
- 1/2" REBAR, YELLOW CAP #18880 (UNLESS OTHERWISE NOTED)
- ROW MARKER
- ROW RAIL
- PLATTED DISTANCE
- MEASURED BEARING & DISTANCE
- RECORDED AS
- DEED DISTANCE
- CALCULATED DISTANCE
- CURVE ARC LENGTH
- MINIMUM 100 YEAR FLOOD PROTECTION ELEVATION
- CENTERLINE
- SECTION LINE
- 1/4 SECTION LINE
- 1/4 1/4 SECTION LINE
- EASEMENT LINE
- LOT LINE
- RIGHT OF WAY
- BUILDING SETBACK
- PLAT BOUNDARY

SET

- SECTION CORNER
- 1/2" REBAR, YELLOW CAP #18880 (UNLESS OTHERWISE NOTED)
- ROW MARKER
- ROW RAIL
- PLATTED DISTANCE
- MEASURED BEARING & DISTANCE
- RECORDED AS
- DEED DISTANCE
- CALCULATED DISTANCE
- CURVE ARC LENGTH
- MINIMUM 100 YEAR FLOOD PROTECTION ELEVATION
- CENTERLINE
- SECTION LINE
- 1/4 SECTION LINE
- 1/4 1/4 SECTION LINE
- EASEMENT LINE
- LOT LINE
- RIGHT OF WAY
- BUILDING SETBACK
- PLAT BOUNDARY

PROPERTY DESCRIPTION

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN EXCEPT LOT 'A' AND OUTLOT 'W', FOREST POINTE PLAT 1, AN OFFICIAL PLAT AND EXCEPT LOT 'A', LOT 1 AND OUTLOT 'Z', FOREST POINTE PLAT 2, AN OFFICIAL PLAT, ALL IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

JAMES & DEBORAH MILLER
1390 S 88TH ST
WEST DES MOINES, IA 50266

JAMES MILLER
1390 S 88TH ST
WEST DES MOINES, IA 50266

JAMES & DEBORAH MILLER
1390 S 88TH ST
WEST DES MOINES, IA 50266

HOPE DEVELOPMENT & REALTY, LLC
4500 WESTOWN PKWY STE 277
WEST DES MOINES, IA 50266

HOPE DEVELOPMENT & REALTY, LLC
4500 WESTOWN PKWY STE 277
WEST DES MOINES, IA 50266

HOPE DEVELOPMENT & REALTY, LLC
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WEST DES MOINES, IA 50266

HOPE DEVELOPMENT & REALTY, LLC
4500 WESTOWN PKWY STE 277
WEST DES MOINES, IA 50266

SH CASCADES LLC
2540 73RD ST
URBANDALE, IA 50322

THE CASCADES AT JORDAN CREEK CONDOS
8350 CASCADE AVE
WEST DES MOINES, IA 50266

FILE IN IOWA COUNTY RECORDS WITH THE CITY OF WEST DES MOINES, IOWA
DATE: 07/18/2024
DRAWN BY: JARED MURRAY

DR BOONVILLE, LLC
2865 SE ENCOMPASS DR SUITE 200
WAUKEGA, IA 50263

JORDAN RIDGE, LLC
611 MONTICELLO DR
BURLINGTON, IA 52601

JORDAN RIDGE, LLC
8088 LONGMEADOW CT
WEST DES MOINES, IA 50266

JORDAN RIDGE, LLC
8037 LONGMEADOW CT
WEST DES MOINES, IA 50266

JORDAN RIDGE, LLC
8048 EDGEWOOD COURT
WEST DES MOINES, IA 50266

JORDAN RIDGE, LLC
8061 EDGEWOOD COURT
WEST DES MOINES, IA 50266

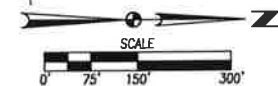
ETHEL ROBERT F LIVING TRUST
1851 ASHWORTH RD
WEST DES MOINES, IA 50265



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Jared Murray
JARED M. MURRAY, P.E.
07/18/2024
DATE

LICENSE NUMBER 23496
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
PAGES OR SHEETS COVERED BY THIS SEAL:
ALL SHEETS



REVISIONS
FINAL SUBMITTAL
4TH SUBMITTAL
3RD SUBMITTAL
2ND SUBMITTAL
1ST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400



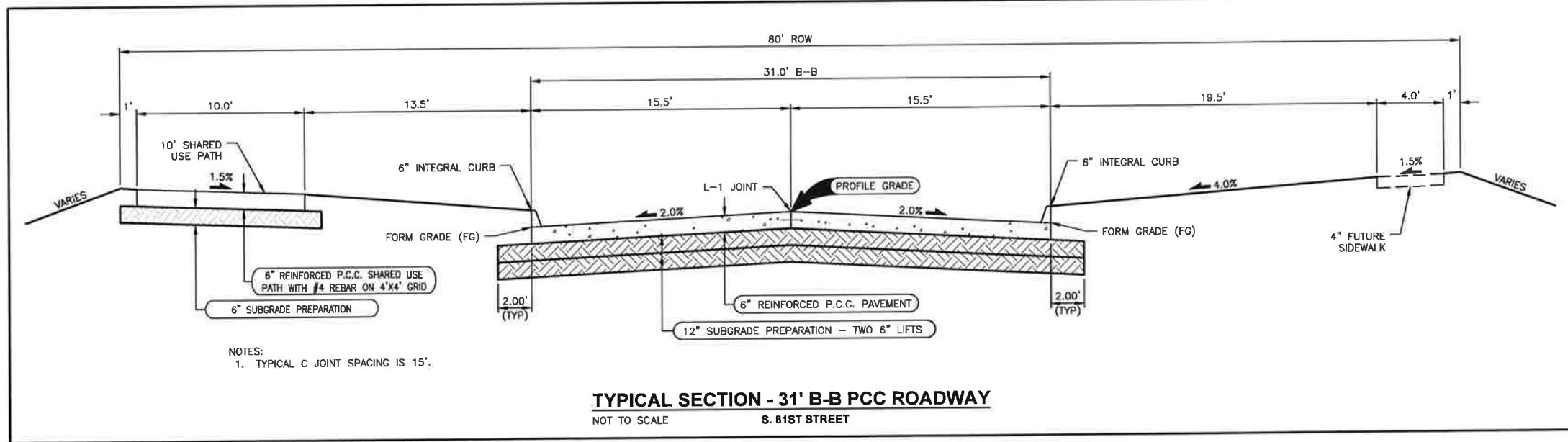
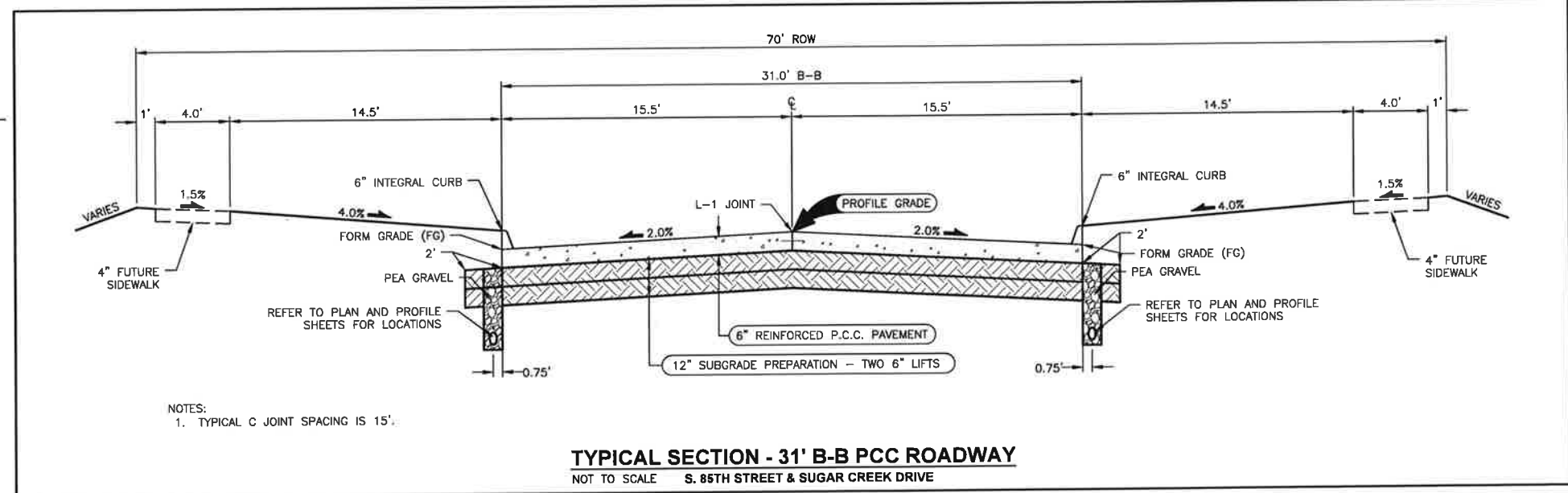
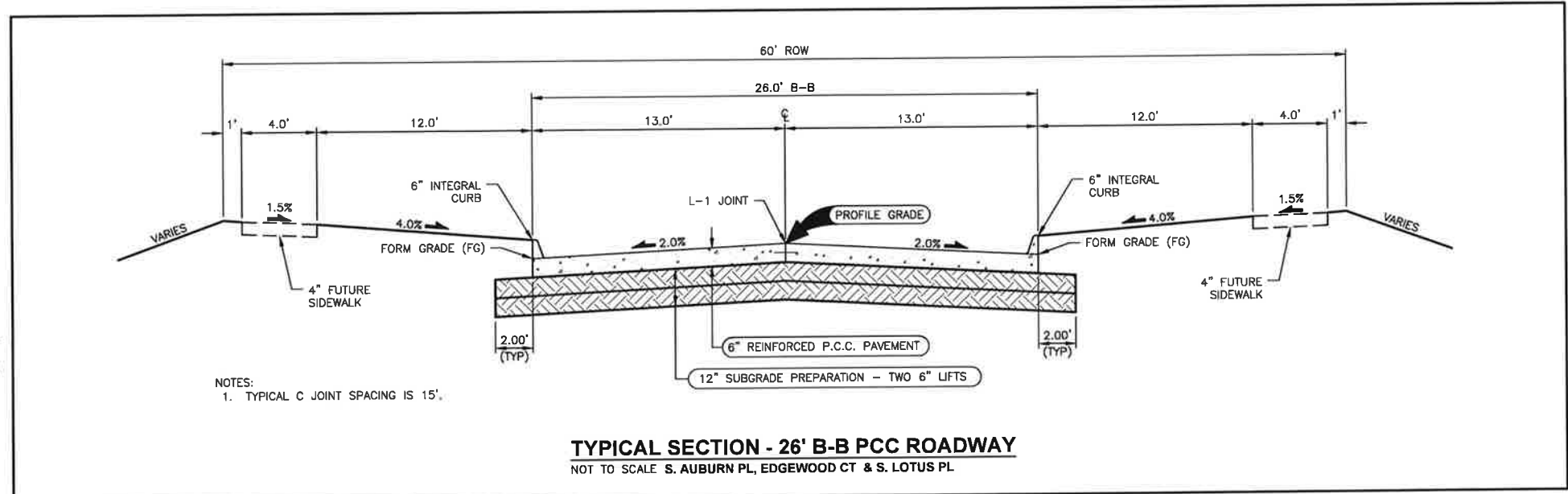
FOREST PLACE
PRELIMINARY PLAT

NOTES

1. ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH THE 2023 EDITION OF WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
2. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
3. CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
4. NO STRUCTURES, INCLUDING SHEDS, PLAY STRUCTURES, DECKS, GAZEBOS, ETC. MAY BE LOCATED WITHIN A BUFFER PARK.
5. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DSM METRO DESIGN STANDARDS AND WDM ADDENDUMS.
6. ALL WATER MAIN, SANITARY SEWER AND STORM SEWER ARE PUBLIC UNLESS OTHERWISE NOTED.
7. ALL CONNECTIONS TO THE PUBLIC SEWERS SHALL BE CORE DRILLED.
8. AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE WDM ENGINEERING SERVICES (222-3475) TO SCHEDULE ANY REQUIRED INSPECTIONS. R.O.W. EXCAVATION PERMITS CAN BE OBTAINED AT THE PUBLIC SERVICES FACILITY (222-3480). IT IS IMPORTANT TO NOTE CITY APPROVAL OF THIS PLAN IS SUBJECT TO THE APPLICANT OBTAINING ALL NECESSARY EASEMENTS/AGREEMENTS AND APPLICABLE PERMITS.
9. PRIOR TO CONSTRUCTION ANY PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION, CONSTRUCTION PLANS FOR SAID IMPROVEMENTS NEED TO BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.
10. PROPERTY OWNER/DEVELOPER(S) WILL BE RESPONSIBLE FOR THE INSTALLATION OF SIDEWALKS ADJACENT TO ALL PUBLIC STREETS BORDERING THE PROPERTY.
11. OUTLOTS ARE UNBUILDABLE AND WILL BE REPLATTED ONCE FUTURE DEVELOPMENT OCCURS.
12. DISCHARGES FROM DEWATERING ACTIVITIES, INCLUDING DISCHARGES FROM DEWATERING OF TRENCHES AND EXCAVATIONS, ARE PROHIBITED UNLESS MANAGED BY APPROPRIATE CONTROLS.
13. STABILIZATION OF DISTURBED AREAS MUST, AT A MINIMUM, BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. IN DROUGHT-STRIKEN AREAS AND AREAS THAT HAVE RECENTLY RECEIVED SUCH HIGH AMOUNTS OF RAIN THAT SEEDING WITH FIELD EQUIPMENT IS IMPOSSIBLE AND INITIATING VEGETATIVE STABILIZATION IMMEDIATELY IS INFEASIBLE, ALTERNATIVE STABILIZATION MEASURES MUST BE EMPLOYED AS SPECIFIED BY THE DEPARTMENT. IN LIMITED CIRCUMSTANCES, STABILIZATION MAY NOT BE REQUIRED IF THE INTENDED FUNCTION OF A SPECIFIC AREA OF THE SITE NECESSITATES THAT IF REMAIN DISTURBED.
14. OFF-SITE VEHICLE TRACKING OF SEDIMENTS SHALL BE MINIMIZED.
15. BACKING ONTO STAGECOACH DRIVE, S. 85TH STREET NORTH OF STAGECOACH DRIVE, OR S. 81ST STREET IS NOT ALLOWED.
16. ANY MODIFICATIONS TO THE EXISTING 10' TRAIL ALONG OUTLOT 'W' AND LOTS 11-13 AND LOTS 91-94 WILL NEED CONNECTIONS/REPAIRS REPLACED BACK TO WEST DES MOINES CITY STANDARDS AS PART OF PLAT IMPROVEMENTS.
17. GROSS SLOPES OF ALL TRAILS SHOULD NOT EXCEED 2%.
18. HOMES 8,000 GROSS SQUARE FEET AND BIGGER REQUIRE FIRE SPRINKLER SYSTEMS IN ACCORDANCE WITH WEST DES MOINES FIRE CODE AND ADDENDUMS. GROSS SQUARE FOOTAGE IS MEASURED FROM THE OUTSIDE WALL OF THE ENTIRE STRUCTURE AND INCLUDES ALL LEVELS OF THE HOME INCLUDING THE GARAGE, ATTACHED CANOPIES, COVERED PORCHES AND STRUCTURES WITHIN 20 FEET.

WEST DES MOINES WATER WORKS STANDARD NOTES:

1. ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
2. ANY WATER USE FROM A HYDRANT, PUBLIC OR PRIVATE, REQUIRES THE USE OF A WEST DES MOINES WATER WORKS HYDRANT METER. CALL 515-222-3465 TO RESERVE A METER.
3. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS (515-222-3465) AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.
4. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTROL/CONTAINMENT PROVISIONS.
5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY(IES) FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1297, 54-1998. CONTRACTOR SHALL NOTIFY THEIR PROJECT'S WEST DES MOINES WATER WORKS ENGINEERING TECHNICIAN (515-222-3465) A MINIMUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.
6. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING STATIC WATER PRESSURE AND, WHERE REQUIRED BY THE CITY OF WEST DES MOINES PLUMBING CODE, SHALL INSTALL A PRESSURE REDUCING VALVE(S) WITH EXPANSION TANK(S). WHERE REQUIRED, PRESSURE REDUCING VALVE(S) AND TANK(S) SHALL BE INSTALLED DOWNSTREAM OF THE WATER METER(S) AND BACKFLOW PREVENTION ASSEMBLY(IES) SERVING THE SITE.



REVISIONS	DATE
1ST SUBMITTAL	05/16/2024
2ND SUBMITTAL	06/05/2024
3RD SUBMITTAL	06/20/2024
4TH SUBMITTAL	07/15/2024
FINAL SUBMITTAL	07/18/2024

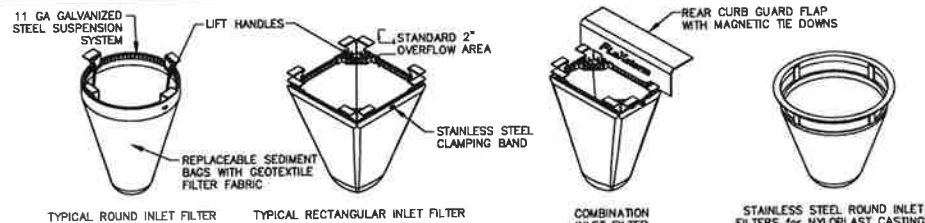
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400



WEST DES MOINES, IOWA

FOREST PLACE
TYPICAL SECTIONS AND DETAILS

FILE: I:\WORK\PROJECTS\FOREST PLACE\DWG\2404.297.DWG
 PLOT: 2404.297.PLT
 PLOTTED BY: JMM
 DATE: 7/17/2024 2:46 PM



TYPICAL ROUND INLET FILTER TYPICAL RECTANGULAR INLET FILTER COMBINATION INLET FILTER FOR CURB HOOPS STAINLESS STEEL ROUND INLET FILTERS FOR NYLOPLAST CASTINGS CATCH-ITS SPECIFIED W/ FX OR FX-S BAGS

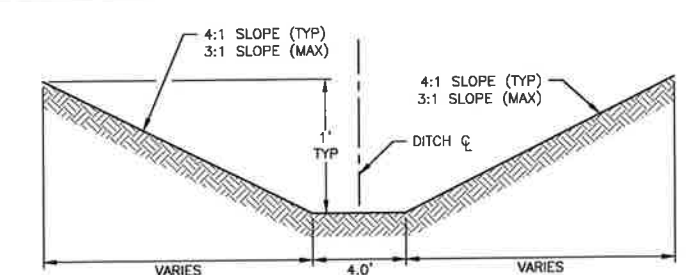
NOTES:

- ALL FRAMING IS CONSTRUCTED OF CORROSION RESISTANT STEEL (ZINC PLATED OR GALVANIZED) FOR 7 YEAR MINIMUM SERVICE LIFE.
- UPON ORDERING CONFIRMATION OF THE DOT CALLOUT, PRECAST OR CASTING MAKE AND MODEL, OR DETAILED DIMENSIONAL FORMS MUST BE PROVIDED TO CONFIGURE AND ASSEMBLE YOUR CUSTOMIZED FLEXSTORM INLET FILTER. PART NUMBER ALONE IS NOT SUFFICIENT.
- FOR WRITTEN SPECIFICATIONS AND MAINTENANCE GUIDELINES VISIT WWW.INLETFILTERS.COM

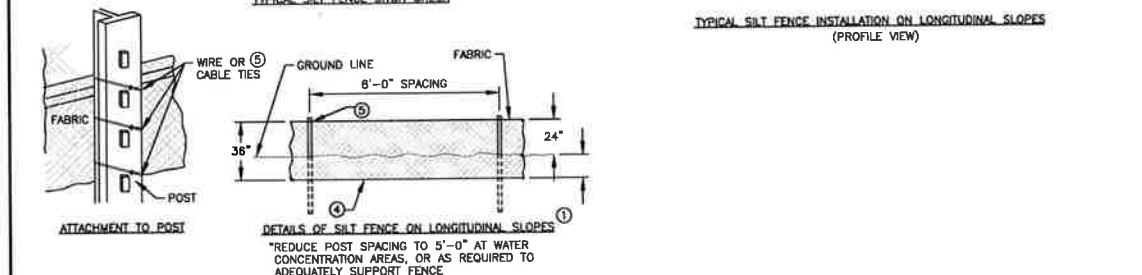
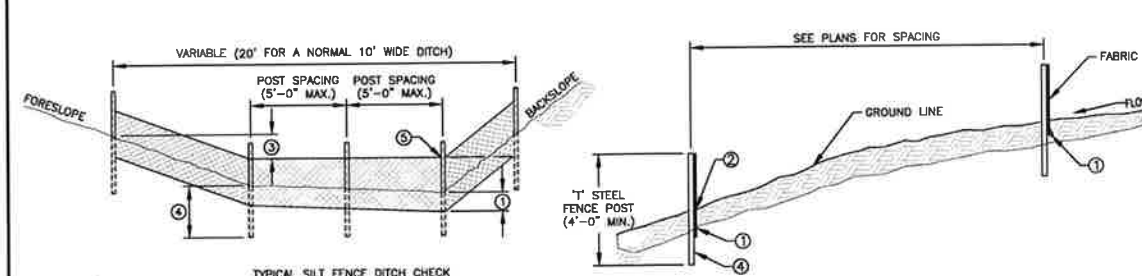
INSTALLATION:

- REMOVE GRATE
- DROP FLEXSTORM INLET FILTER ONTO LOAD BEARING LIP OF CASTING OR CONCRETE STRUCTURE
- REPLACE GRATE

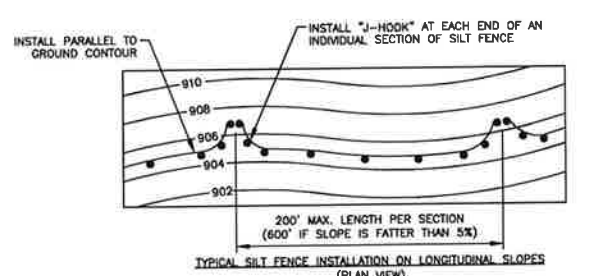
FLEXSTORM CATCH-IT FILTERS FOR TEMPORARY INLET PROTECTION PRODUCT SELECTION AND SPECIFICATION DRAWING
NOT TO SCALE



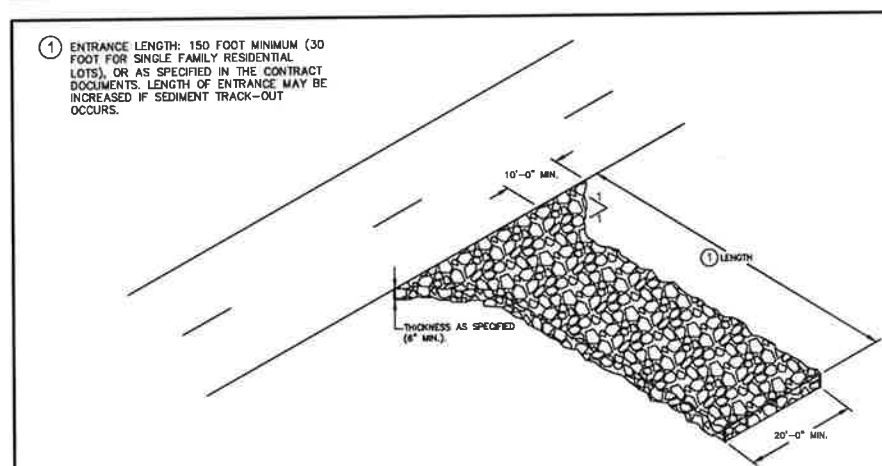
TYPICAL SWALE SECTION
NOT TO SCALE



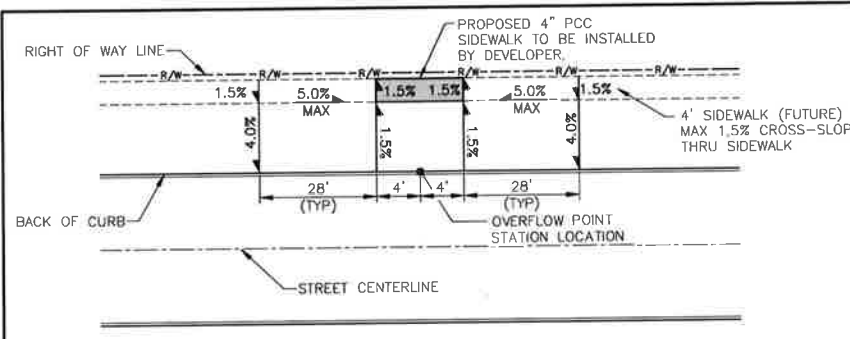
SILT FENCE
NOT TO SCALE



- GENERAL NOTES:**
- INSTALL SILT FENCE ACCORDING TO THE REQUIREMENTS OF THE PROJECT SPECIFICATIONS AND AT LOCATIONS SHOWN IN THE CONTRACT DOCUMENTS OR AS DIRECTED BY THE JURISDICTIONAL ENGINEER.
 - INSERT 12 IN. OF FABRIC A MINIMUM OF 8 IN. DEEP (FABRIC MAY BE FOLDED BELOW THE GROUND LINE)
 - COMPACT GROUND BY DRIVING ALONG EACH SIDE OF THE SILT FENCE AS REQUIRED TO SUFFICIENTLY SECURE THE FABRIC IN THE TRENCH TO PREVENT PULLOUT AND FLOW UNDER THE FENCE.
 - IN DITCHES, EXTEND SILT FENCE UP SIDE SLOPE SO THE BOTTOM ELEVATION AT THE END OF THE FENCE IS A MINIMUM OF 2 IN. HIGHER THAN THE TOP OF THE FENCE IN THE LOW POINT OF THE DITCH.
 - STEEL POSTS TO BE EMBEDDED 20 IN. UNLESS OTHERWISE ALLOWED BY THE JURISDICTIONAL ENGINEER.
 - SECURE TOP OF ENGINEERING FABRIC TO STEEL POSTS USING WIRE OR PLASTIC TIES (50 LB. MIN.). SEE DETAILS OF "ATTACHMENT TO POSTS."

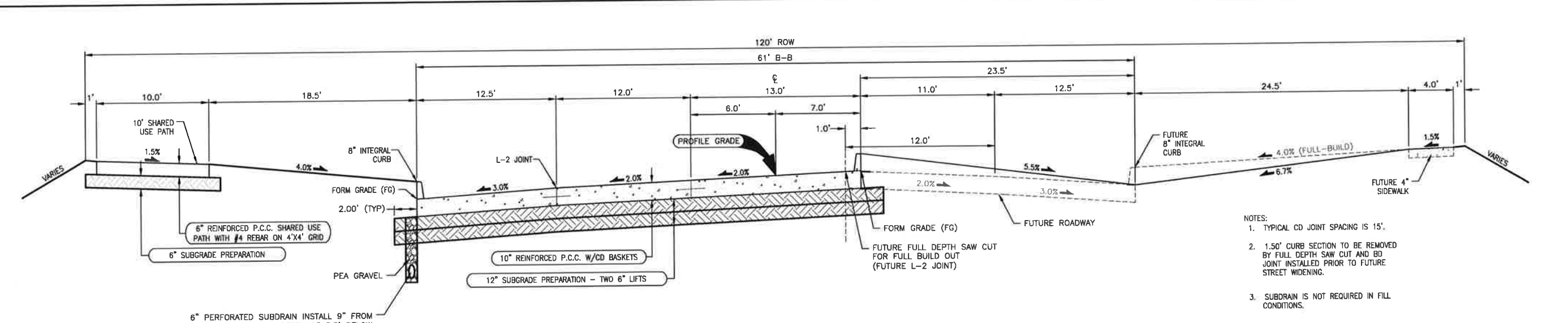


STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE



TYPICAL RIGHT OF WAY GRADING AT STORM WATER OVERFLOW POINTS
NOT TO SCALE

STREET	STATION	SIDE
S. AUBURN PLACE	252+65.88	17.02' RT
S. LOTUS PLACE	302+72.71	26.21' LT
S. 85TH STREET	111+95.87	15.50' LT
EDGEWOOD COURT	408+03.79	13.00' LT



TYPICAL SECTION - 61' B-B PCC ROADWAY - STAGECOACH DRIVE
NOT TO SCALE

- NOTES:**
- TYPICAL CD JOINT SPACING IS 15'.
 - 1.50' CURB SECTION TO BE REMOVED BY FULL DEPTH SAW CUT AND BD JOINT INSTALLED PRIOR TO FUTURE STREET WIDENING.
 - SUBDRAIN IS NOT REQUIRED IN FILL CONDITIONS.

FOREST PLACE
TYPICAL SECTIONS AND DETAILS
WEST DES MOINES, IOWA

DATE: 07/16/2024
07/15/2024
06/20/2024
06/05/2024
05/16/2024

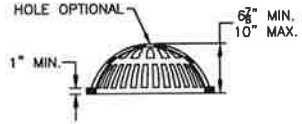
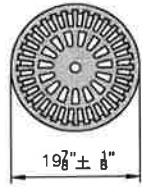
REVISIONS: FINAL SUBMITTAL, 4TH SUBMITTAL, 3RD SUBMITTAL, 2ND SUBMITTAL, 1ST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

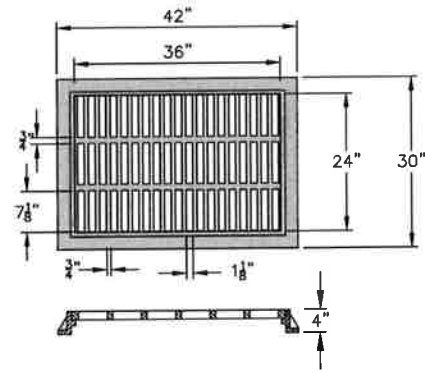
TECH: JDS
ENGINEER: JMM

CIVIL DESIGN ADVANTAGE

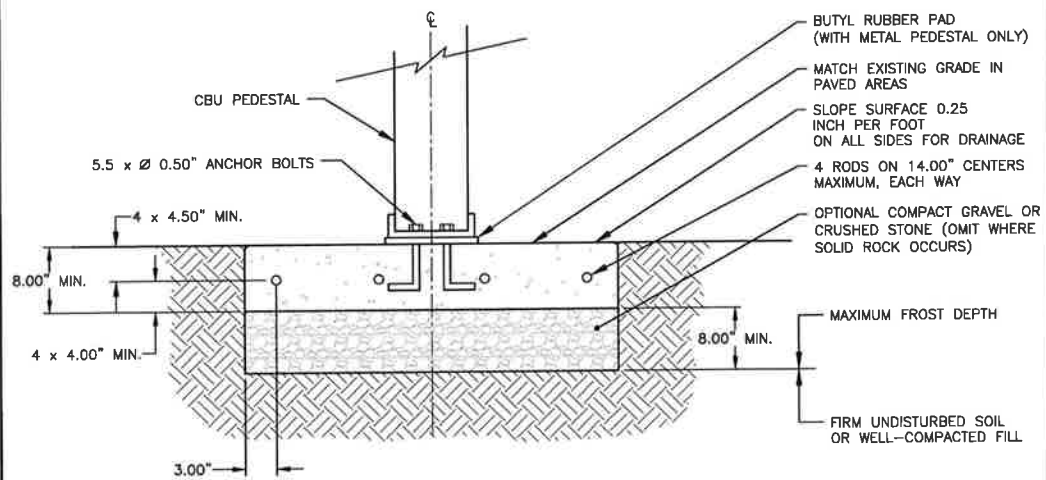
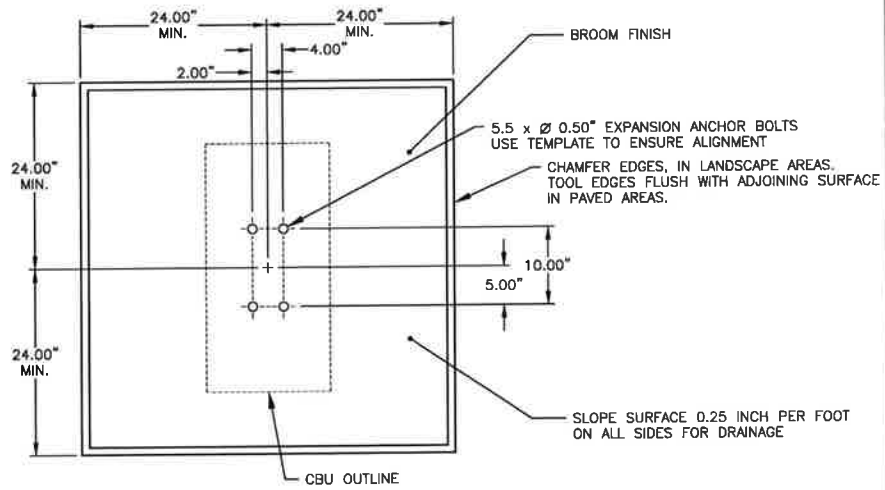
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SW-604 TYPE 3A CASTING DETAIL
NOT TO SCALE



SW-604 TYPE 6 CASTING DETAIL
NOT TO SCALE



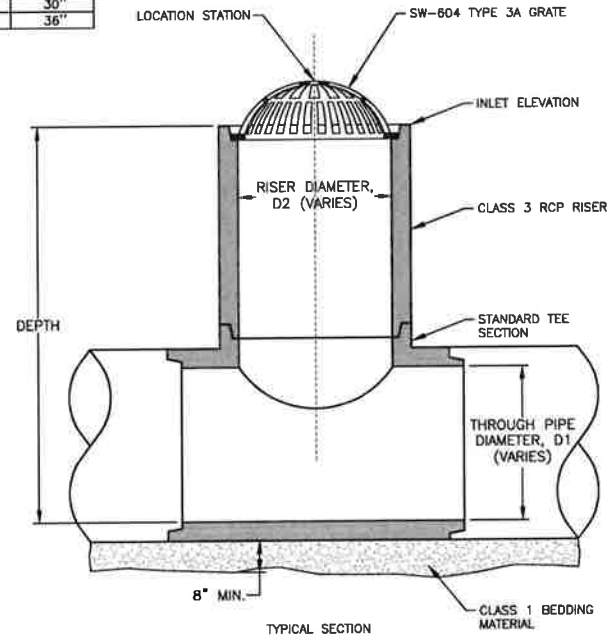
- NOTES:**
- CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS, CONTAIN 4% MIN. - 6% MAX. AIR ENTRAINMENT AND BE PLACED WITH A 3.50" - 4.00" SLUMP IN ACCORDANCE WITH ACI 301.
 - REINFORCING STEEL RODS SHALL CONFORM TO ASTM A615, GRADE 60.
 - EXPANSION BOLTS SHALL BE EQUIVALENT TO THE FOLLOWING PROVIDERS:
 - A. HILTI KWIK BOLT (WWW.US.HILTI.COM) 1/2" DIAMETER X 5-1/2" OVERALL LENGTH GALVANIZED, CATALOG #: 000-453-696 KB II 12-512, STAINLESS STEEL; CATALOG #: 000-454-744, ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 3-1/2".
 - B. ITW RAMSET REDHEAD TRUBOLT (WWW.RAMSET-REDHEAD.COM) GALVANIZED, 3/8" DIAMETER X 7" OVERALL LENGTH; CATALOG NUMBER: WS-1270G, ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4-1/8".
 - C. RAWL STUD (WWW.RAWL.COM) GALVANIZED, 3/8" DIAMETER X 5-1/2" OVERALL LENGTH; CATALOG NUMBER: 7724, ENSURE THAT THE MIN EMBEDMENT IN CONCRETE IS AT LEAST 4".

MAILBOX CLUSTER PAD DETAIL

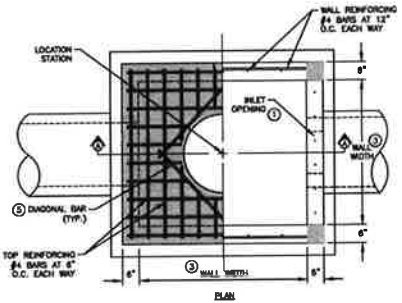
① MINIMUM RISER DIAMETER IS 18 INCHES

INTAKE SIZE - CASE 2

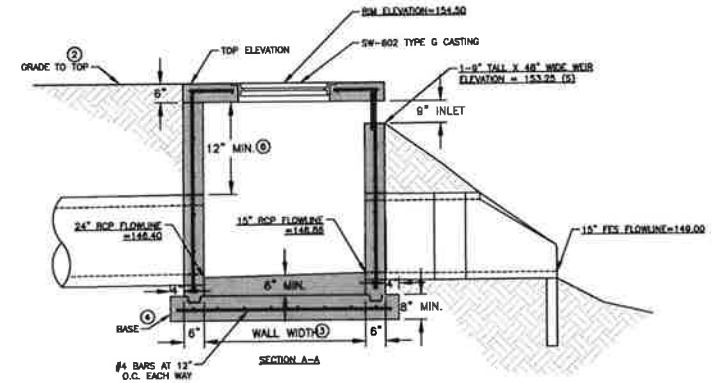
THROUGH PIPE DIAMETER, D1	MAXIMUM RISER DIAMETER, D2
18"	18"
21"	18"
24"	24"
27"	24"
30"	30"
36"	36"



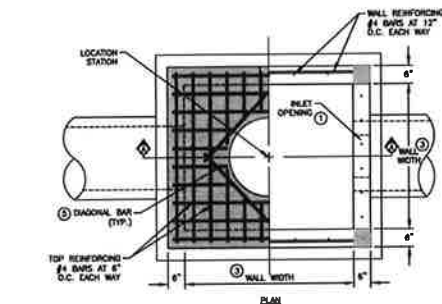
SW-512 CIRCULAR AREA INTAKE (CASE 2)
NOT TO SCALE



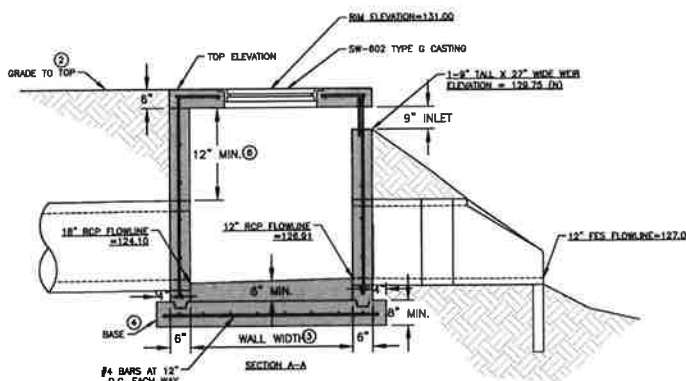
- STRUCTURE MAY BE BUILT WITH OPENINGS ON ANY OR ALL SIDES. FINISH OPENINGS AND DIMENSIONS AS SPECIFIED IN THE CONTRACT DOCUMENTS.
- ADJACENT WALLS MAY HAVE DIFFERENT HEIGHTS BASED UPON PIPE CONFIGURATION, BUT STRUCTURE MUST BE RECTANGULAR.
- CONSTRUCT INLET OPENINGS WITH 15-INCH #4 EPOXY-COATED BARS AT 8 INCHES ON CENTER. TIEED BARS A MINIMUM OF 3 INCHES INTO WALLS AND TOP AT ALL OPENINGS.
 - GRADE TO TOP ELEVATION ON CLOSED SIDES.
 - WALL THICKNESS SHALL BE 12" MINIMUM. FINISH & INCHES OF WALL WITH (MINIMUM) EACH SIDE OF PIPE OPENING. MINIMUM WALL WIDTH IS 24 INCHES. MINIMUM WALL WIDTH IS 72 INCHES.
 - CAST-IN-PLACE BASE SHOWING. IF BASE IS PRECAST INTERNAL WITH WALLS, THE FOOTING OF BASE IS NOT REQUIRED TO EXTEND BEYOND THE OUTER EDGE OF THE WALLS.
 - INSTALL FOUR #4 DIAGONAL BARS AT ALL PIPE OPENINGS.
 - 12" MINIMUM WALL HEIGHT ABOVE ALL PIPES.



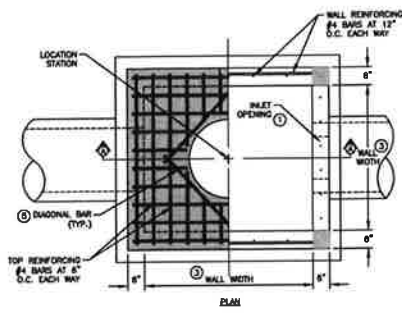
4'X4' M-G INTAKE: ST-81
NOT TO SCALE



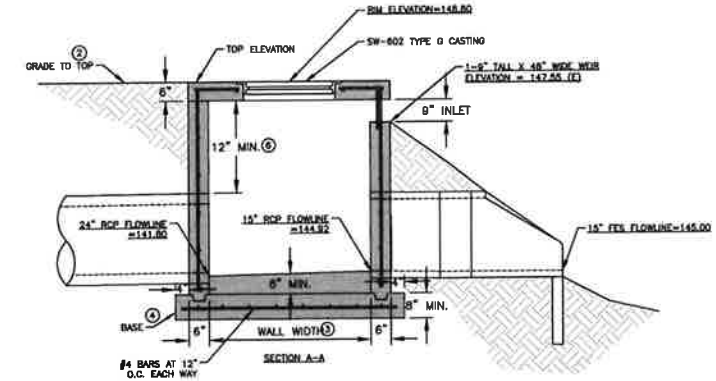
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 - GRADE TO TOP ELEVATION ON CLOSED SIDES.
 - WALL THICKNESS SHALL BE 12" MINIMUM. FINISH & INCHES OF WALL WITH (MINIMUM) EACH SIDE OF PIPE OPENING. MINIMUM WALL WIDTH IS 24 INCHES. MINIMUM WALL WIDTH IS 72 INCHES.
 - CAST-IN-PLACE BASE SHOWING. IF BASE IS PRECAST INTERNAL WITH WALLS, THE FOOTING OF BASE IS NOT REQUIRED TO EXTEND BEYOND THE OUTER EDGE OF THE WALLS.
 - INSTALL FOUR #4 DIAGONAL BARS AT ALL PIPE OPENINGS.
 - 12" MINIMUM WALL HEIGHT ABOVE ALL PIPES.



4'X4' M-G INTAKE: ST-3
NOT TO SCALE



- STRUCTURE MAY BE BUILT WITH OPENINGS ON ANY OR ALL SIDES. FINISH OPENINGS AND DIMENSIONS AS SPECIFIED IN THE CONTRACT DOCUMENTS.
- ADJACENT WALLS MAY HAVE DIFFERENT HEIGHTS BASED UPON PIPE CONFIGURATION, BUT STRUCTURE MUST BE RECTANGULAR.
- CONSTRUCT INLET OPENINGS WITH 15-INCH #4 EPOXY-COATED BARS AT 8 INCHES ON CENTER. TIEED BARS A MINIMUM OF 3 INCHES INTO WALLS AND TOP AT ALL OPENINGS.
 - GRADE TO TOP ELEVATION ON CLOSED SIDES.
 - WALL THICKNESS SHALL BE 12" MINIMUM. FINISH & INCHES OF WALL WITH (MINIMUM) EACH SIDE OF PIPE OPENING. MINIMUM WALL WIDTH IS 24 INCHES. MINIMUM WALL WIDTH IS 72 INCHES.
 - CAST-IN-PLACE BASE SHOWING. IF BASE IS PRECAST INTERNAL WITH WALLS, THE FOOTING OF BASE IS NOT REQUIRED TO EXTEND BEYOND THE OUTER EDGE OF THE WALLS.
 - INSTALL FOUR #4 DIAGONAL BARS AT ALL PIPE OPENINGS.
 - 12" MINIMUM WALL HEIGHT ABOVE ALL PIPES.



4'X4' M-G INTAKE: ST-39
NOT TO SCALE

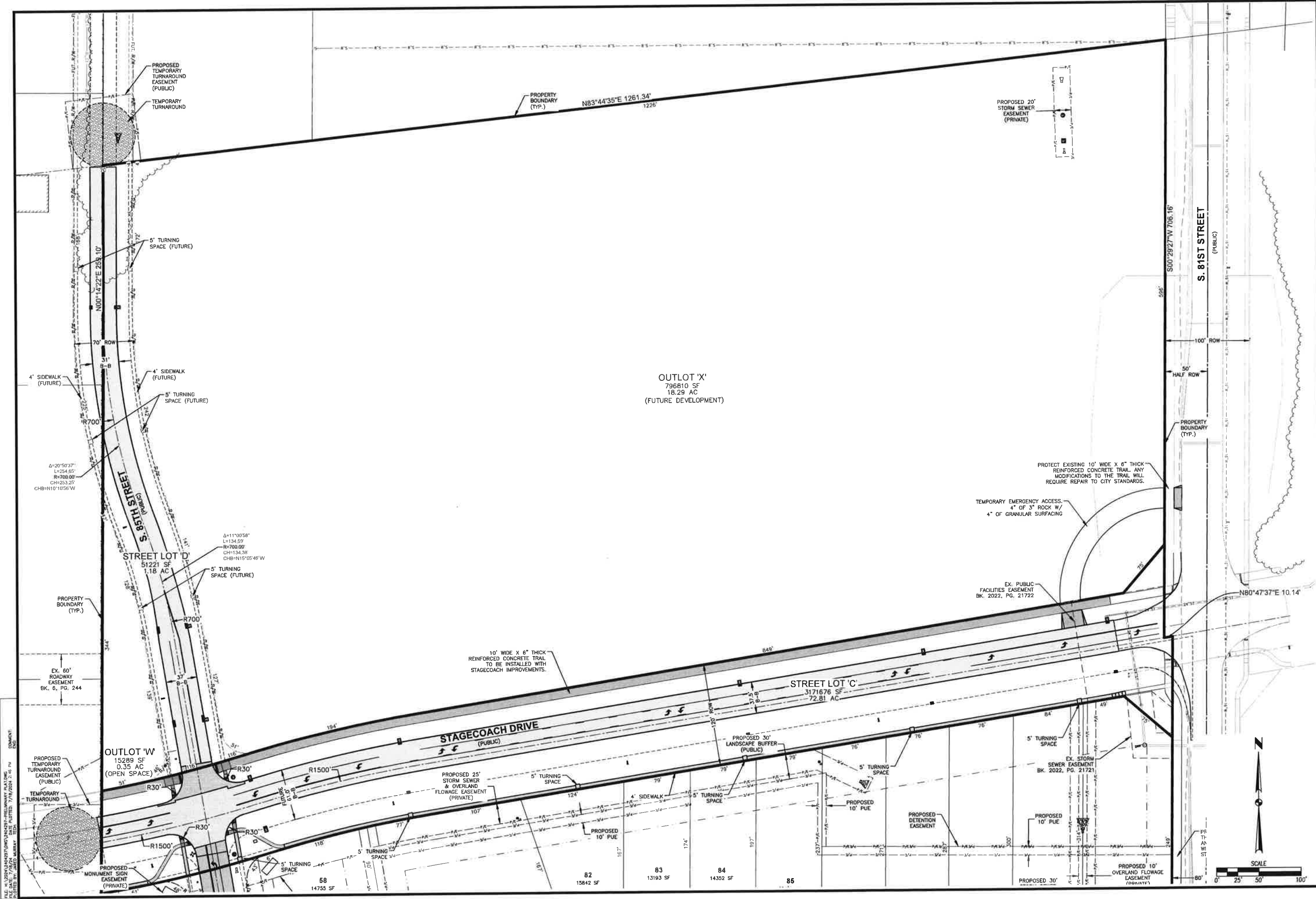
DATE	REVISIONS
07/18/2024	FINAL SUBMITTAL
07/15/2024	4TH SUBMITTAL
06/20/2024	3RD SUBMITTAL
06/05/2024	2ND SUBMITTAL
05/16/2024	1ST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400



FOREST PLACE
TYPICAL SECTIONS AND DETAILS
WEST DES MOINES, IOWA

TECH: JDS
ENGINEER: JMM



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 DATE: 05/16/2024

REVISIONS	DATE
FINAL SUBMITTAL	07/18/2024
4TH SUBMITTAL	07/15/2024
3RD SUBMITTAL	06/20/2024
2ND SUBMITTAL	06/05/2024
1ST SUBMITTAL	05/16/2024

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400

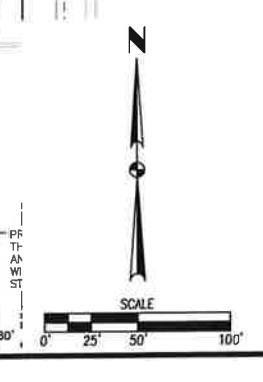


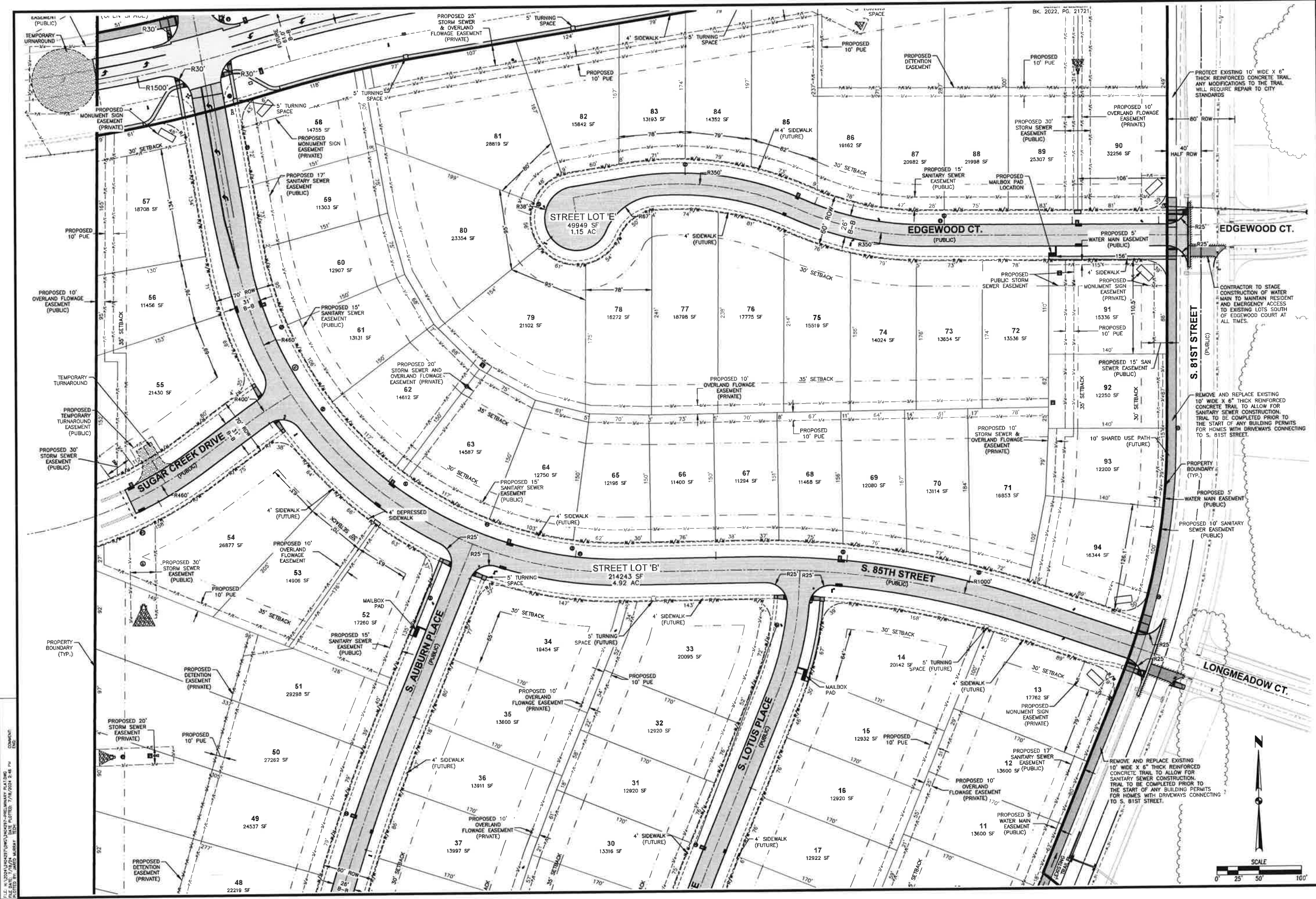
WEST DES MOINES, IOWA
 CIVIL DESIGN ADVANTAGE

FOREST PLACE DIMENSION PLAN

5/14
 2404.297

ENGINEER: JMM
 TECH: JDS





DATE	REVISIONS
07/18/2024	FINAL SUBMITTAL
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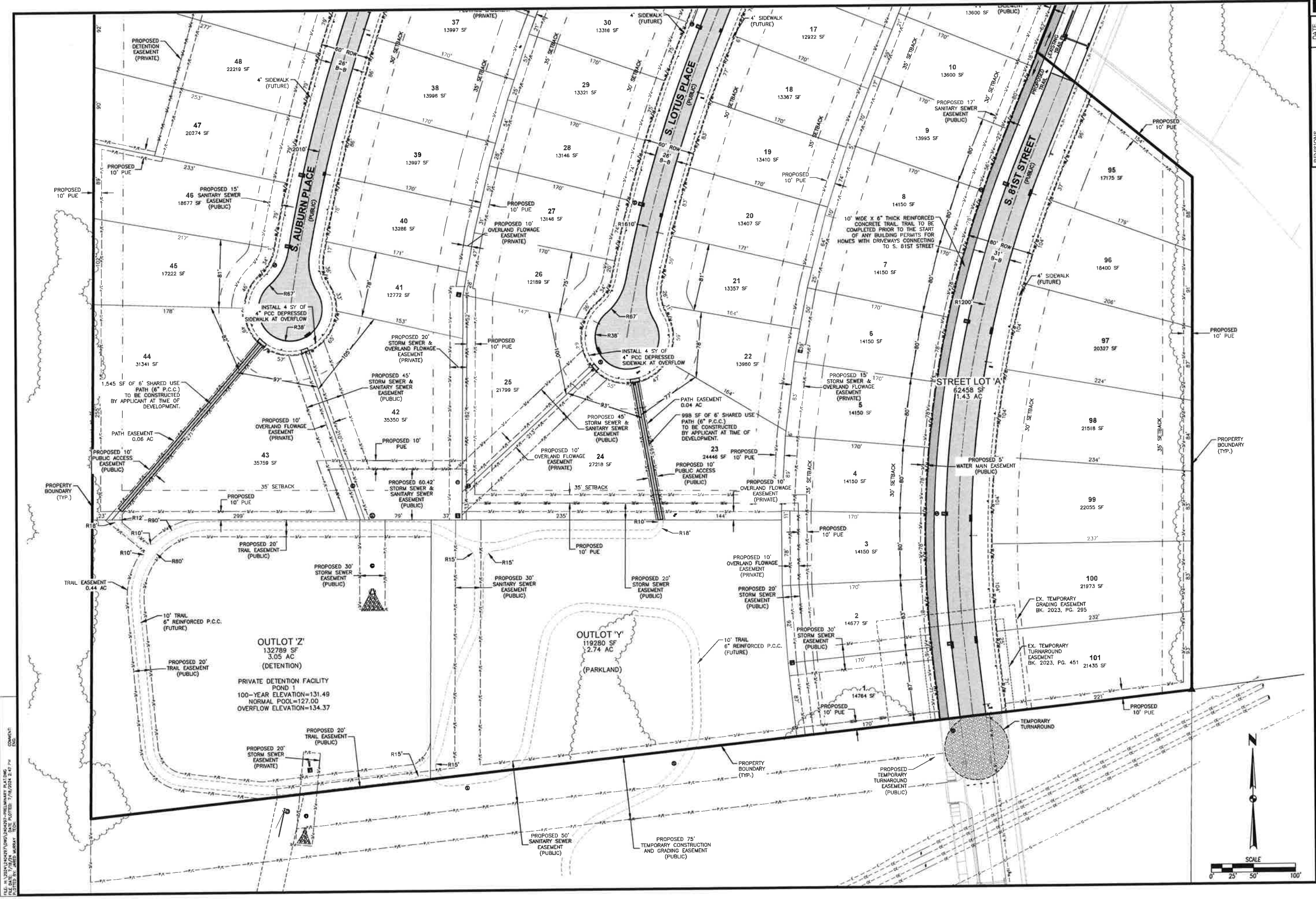
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CIVIL DESIGN ADVANTAGE
 ENGINEER: JMM
 TECH: JDS

FOREST PLACE DIMENSION PLAN

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 PLOT TIME: 10:00:00 AM
 PLOT BY: JMM



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 COMMENT: DIMENSION PLAN

DATE	REVISIONS
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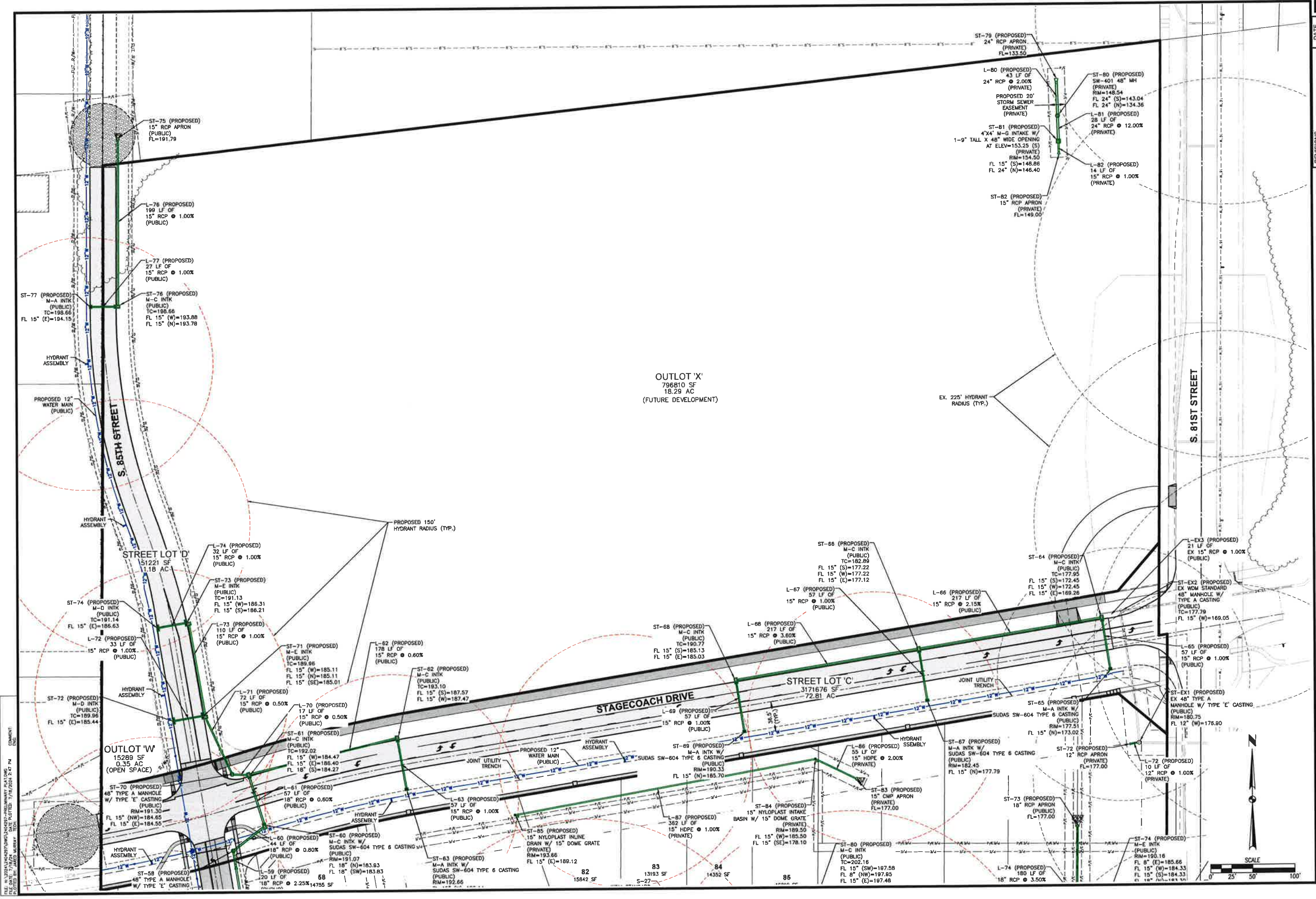
FOREST PLACE
DIMENSION PLAN

7/14
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TECH: JDS
ENGINEER: JMM

WEST DES MOINES, IOWA



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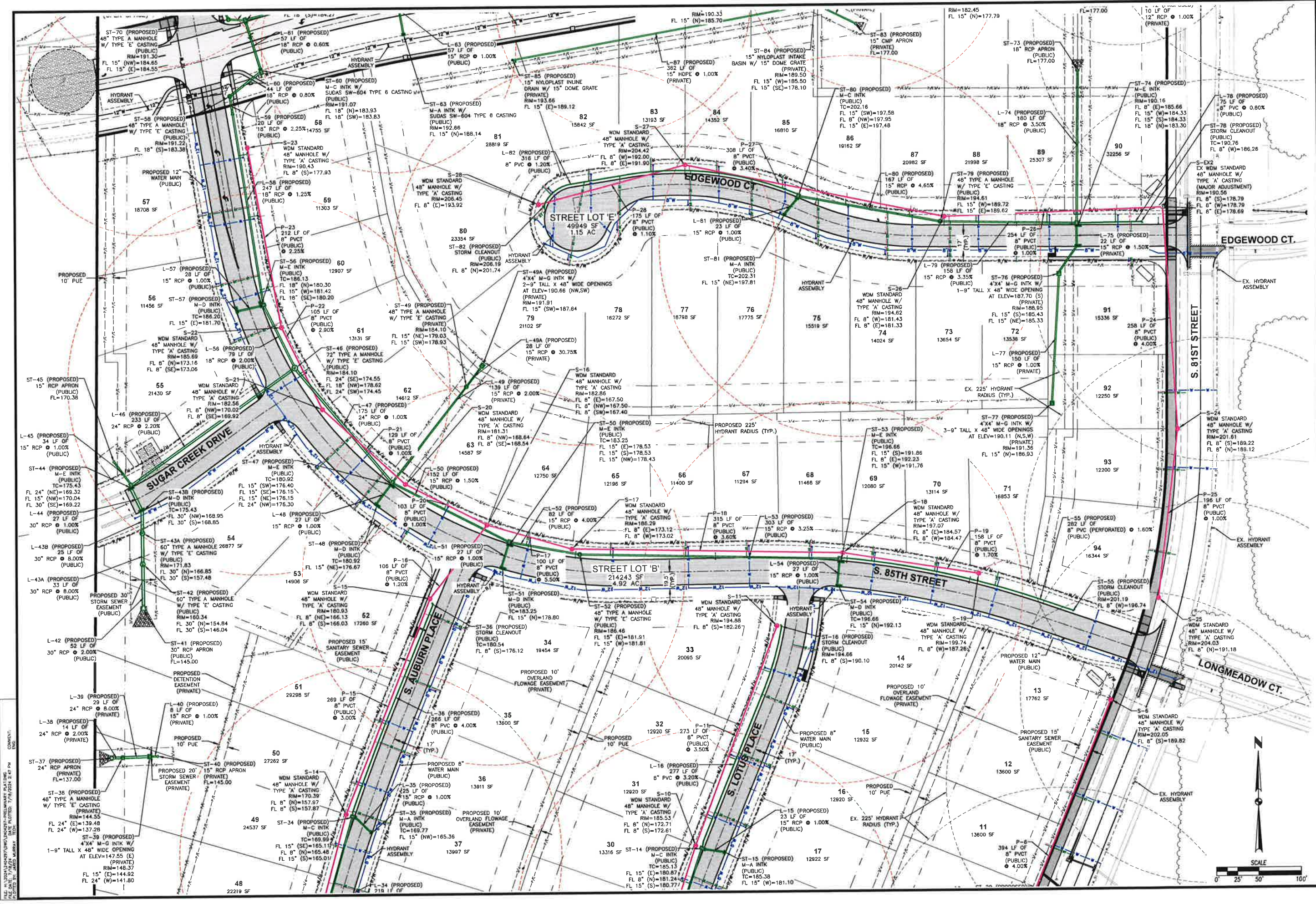


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 TECH: JDS

FOREST PLACE

UTILITY PLAN

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07/18/2024	FINAL SUBMITTAL
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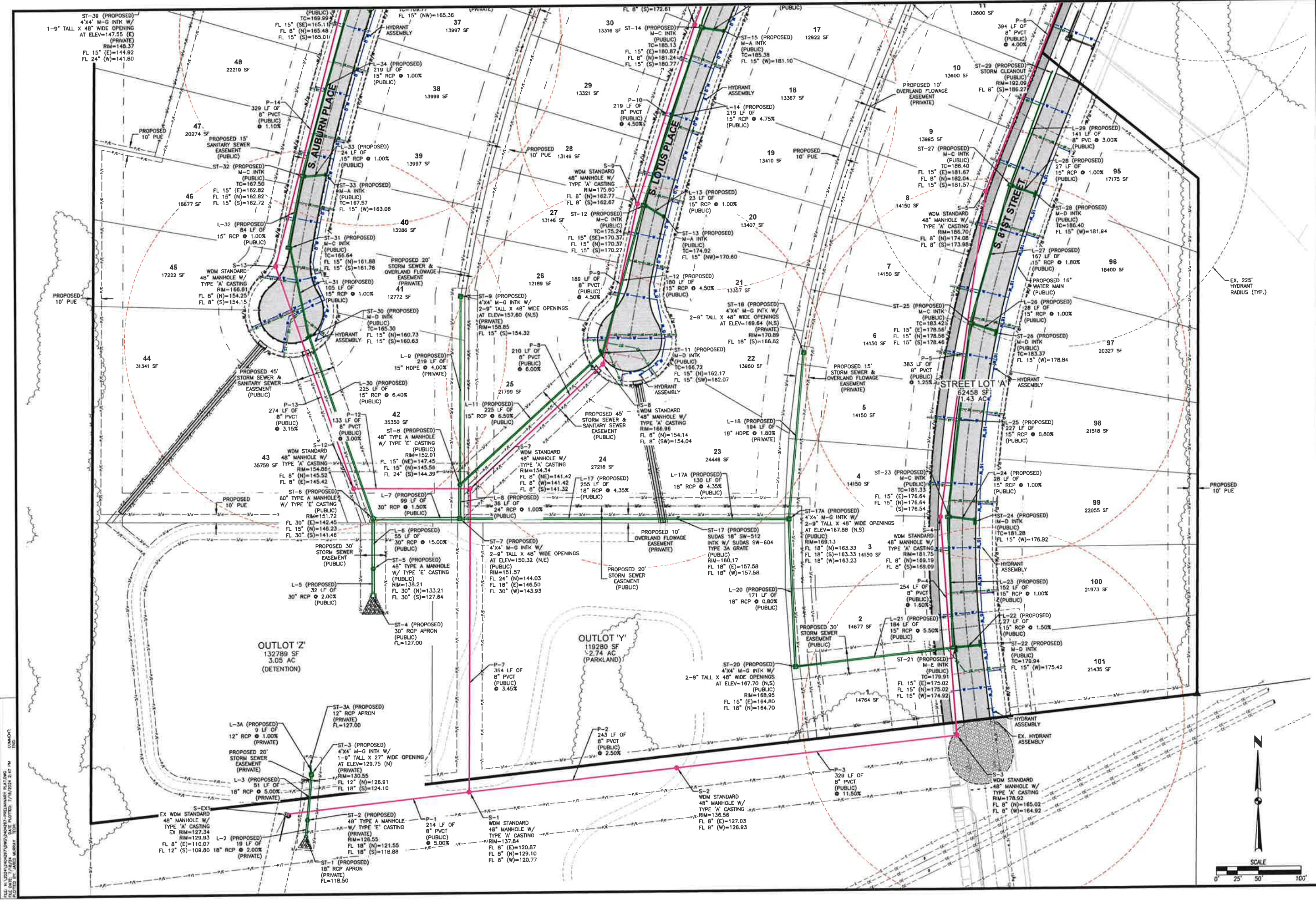


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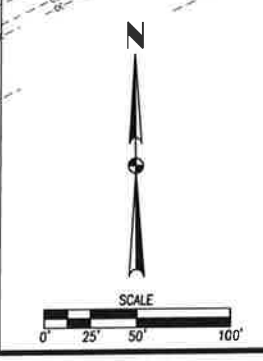
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TECH: JDS
 ENGINEER: JMM





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 COMMENT: 10/14/24



DATE	07/18/2024
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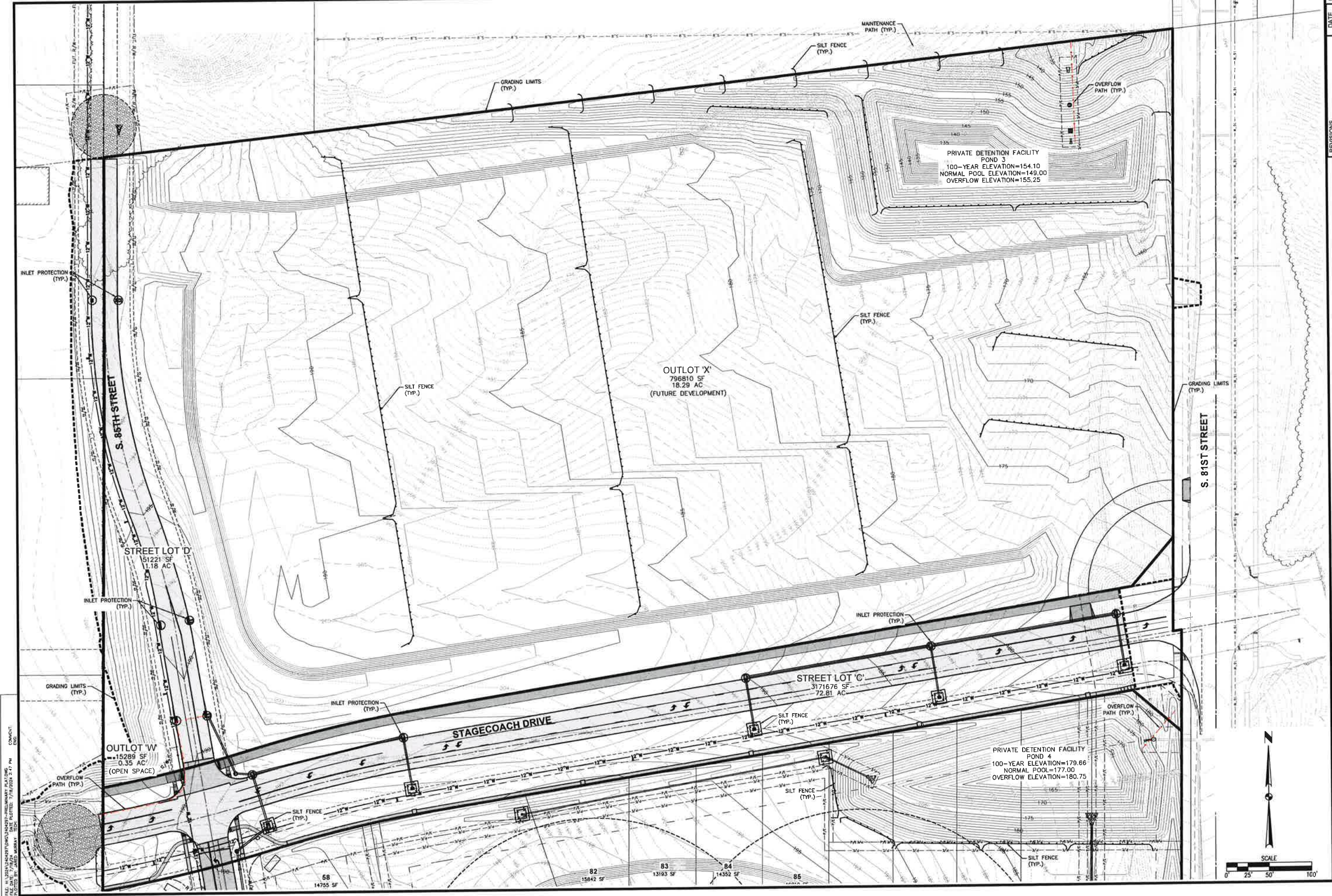
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 ENGINEER: JMM

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 CIVIL DESIGN ADVANTAGE

FOREST PLACE
 UTILITY PLAN

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WEST DES MOINES, IOWA



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CIVIL DESIGN ADVANTAGE
 WEST DES MOINES, IOWA

FOREST PLACE
GRADING / EROSION CONTROL PLAN

11/14
 2404.297

ENGINEER: JMM
 TECH: JDS



DATE	REVISIONS
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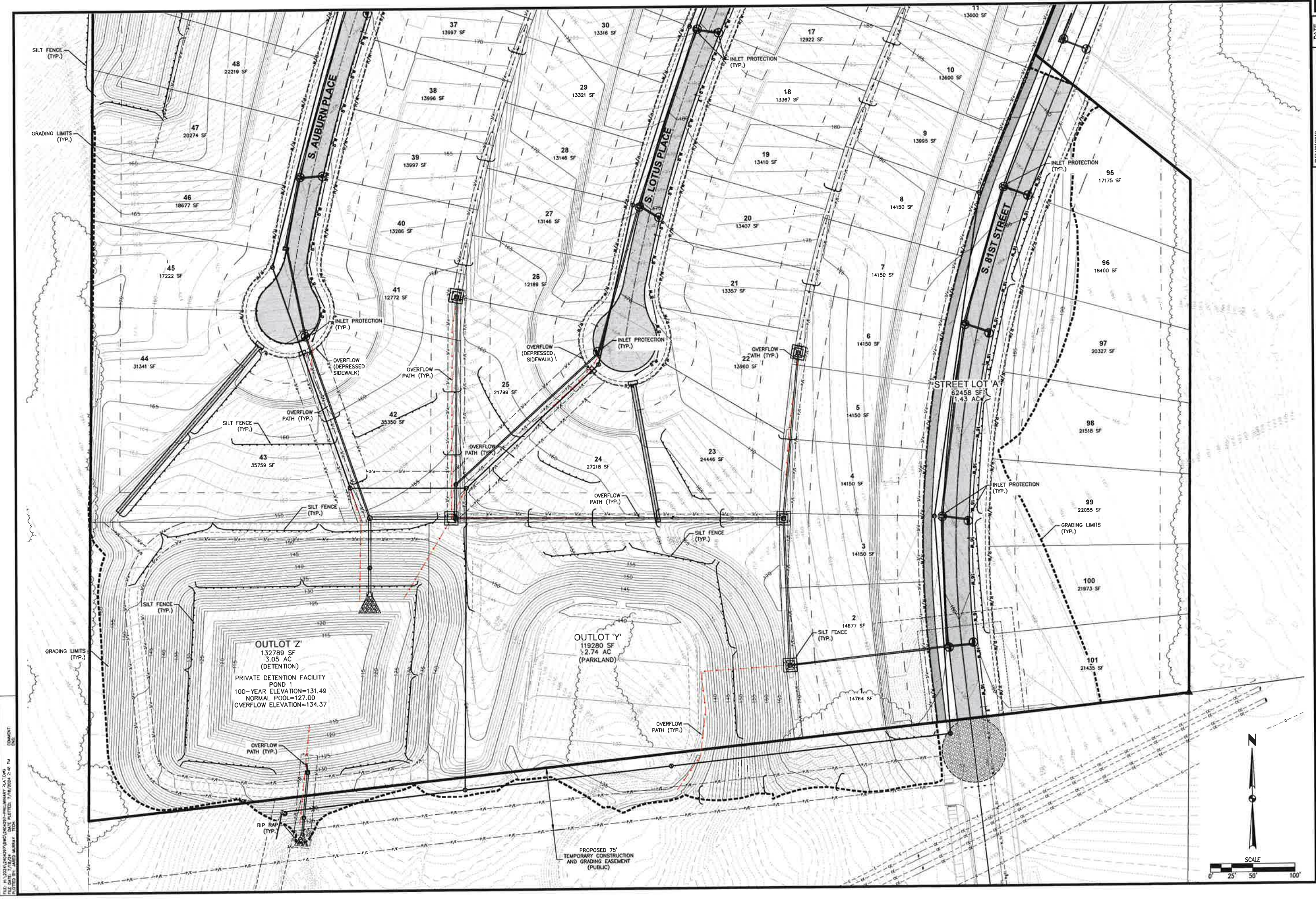
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 WEST DES MOINES, IOWA

FOREST PLACE GRADING / EROSION CONTROL PLAN

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DATE: 07/18/2024
 REVISIONS: FINAL SUBMITTAL 07/15/2024
 4TH SUBMITTAL 06/20/2024
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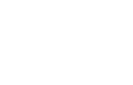


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 WEST DES MOINES, IOWA

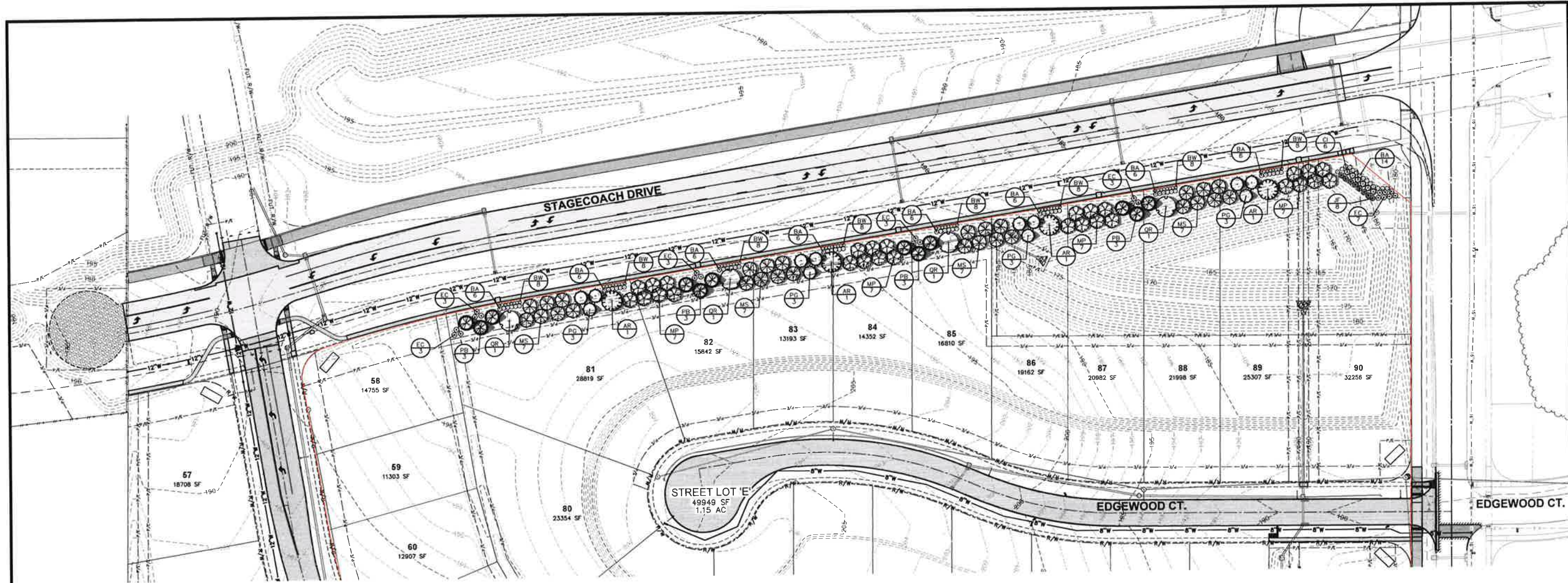
FOREST PLACE

GRADING / EROSION CONTROL PLAN

13/14
 2404.297



ENGINEER: JMM
 TECH: JDS



LANDSCAPE NOTES

1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. ALL CONSTRUCTION SHALL CONFORM TO THE MOST RECENT EDITION OF THE WEST DES MOINES STANDARDS FOR SUBDIVISIONS.
3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
5. SOO ALL AREAS ADJACENT TO BUILDINGS, SEED (TYPE 1) OR SOO ALL OTHER DISTURBED AREAS AS DIRECTED BY OWNER.
6. BACKFILL TO TOP OF CURB (MINUS 1 1/2" FOR SOO, IF REQ.)
7. WEED PREVENTER(PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
8. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3". ALL GROUPS OF MORE THAN ONE SHRUB SHALL BE MULCHED IN A CONTINUOUS BED.
9. ALL EDGING SHALL BE 3/16" STEEL EDGING.
10. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
11. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
12. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
13. NO OVERSTORY TREES SHALL BE PLANTED IN ANY CITY OF WEST DES MOINES PUBLIC UTILITY EASEMENT.

30' BUFFER REQUIREMENTS

- A LANDSCAPED AND BERMED AREA OF NOT LESS THAN THIRTY FEET (30') IN WIDTH COMPRISED OF LANDSCAPE PLANTINGS.
- THE EQUIVALENT OF ONE OVERSTORY TREE OR UPRIGHT EVERGREEN TREE, TWO (2) UNDERSTORY TREES AND SIX (6) SHRUBS SHALL BE PROVIDED PER THIRTY FIVE (35) LINEAR FEET OF THE BUFFER PARK.
- OF THE REQUIRED NUMBER OF TREES WITHIN A BUFFER, A MINIMUM OF FIFTY PERCENT (50%) SHALL BE EVERGREEN

30' BUFFER REQUIREMENTS

946 LF OF BUFFER

REQUIRED
 OVERSTORY OR EVERGREEN TREES =27 TREES
 UNDERSTORY TREES =54 TREES
 SHRUBS =162 SHRUBS

PROVIDED
 OVERSTORY OR EVERGREEN TREES =32 TREES
 UNDERSTORY TREES =56 TREES
 SHRUBS =162 SHRUBS

PLANT SUBSTITUTIONS

- (2) ORNAMENTAL TREES = (1) OVERSTORY TREE OR EVERGREEN
- (10) SHRUBS = (1) UNDERSTORY TREE
- NO MORE THAN 50% OF THE REQUIRED PLANT TYPE MAY BE SUBSTITUTED.

CODE	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
EVERGREEN TREES				
PB	12	Black Hills Spruce	<i>Picea glauca densata</i>	B&B, 6' HEIGHT
PG	12	Colorado Blue Spruce	<i>Picea pungens 'Glauca'</i>	B&B, 6' HEIGHT
ORNAMENTAL TREES				
MP	26	Prairie Fire Crab Apple	<i>Malus x 'Prairie Fire'</i>	B&B, 1.5" CALIPER
MS	26	Spring Snow Crab Apple	<i>Malus x 'Spring Snow'</i>	B&B, 1.5" CALIPER
OVERSTORY TREES				
AR	4	Red Maple	<i>Acer rubrum</i>	B&B, 2" CALIPER
QR	4	Red Oak	<i>Quercus rubra</i>	B&B, 2" CALIPER
SHRUBS				
BA	62	Japanese Barberry	<i>Berberis thunbergii 'Aurea'</i>	5 GAL
BW	64	Wintergreen Boxwood	<i>Buxus microphylla 'Wintergreen'</i>	15" HEIGHT
CI	6	Isanti Reddog Dogwood	<i>Cornus sericea 'Isanti'</i>	36" HEIGHT
EC	22	Compact Burning Bush	<i>Euonymus alatus 'Compactus'</i>	36" HEIGHT
JF	8	Sea Green Juniper	<i>Juniperus chinensis 'Sea Green'</i>	24" HEIGHT

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 CHECKED BY: JAMES MURRAY, TECH.

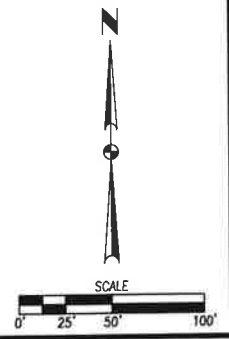
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4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400



CIVIL DESIGN ADVANTAGE
 ENGINEER: JMM
 TECH: JDS

**FOREST PLACE
 LANDSCAPE PLAN**



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

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING A PRELIMINARY PLAT TO CREATE 101 LOTS, 4 OUTLOTS AND 5 STREET LOTS

WHEREAS, pursuant to the provisions of Title 9, Zoning and Title 10, Subdivision Regulations, of the West Des Moines Municipal Code, the applicant and property owner, High Point Group, LLC, requests approval of the Forest Place Preliminary Plat for that property generally located north and south of future Stagecoach Drive extension and between S. 81st Street and the future extension of S. 85th Street and legally described in attached Exhibit "B" for the purpose of subdividing the 76-acre property into one-hundred and one (101) lots for Single Family Residential development, one (1) outlot for future development, one (1) outlot for open space, one (1) outlot for storm water detention, one (1) outlot for Parkland Dedication and five (5) street lots to be dedicated to the city; 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 Preliminary Plat complies with Iowa Code Chapters 354 and 414, the comprehensive plan and city code; and

WHEREAS, on August 12, 2024, the Planning and Zoning Commission recommended to the City Council, by a 6-0 vote, for approval of the Preliminary Plat; and

WHEREAS, on this day the City Council held a duly noticed meeting to consider the application for the Preliminary Plat; and

WHEREAS, the necessary easement has been established for a 60-40 Trail Agreement; and

WHEREAS, the applicant has provided a Parkland Dedication Agreement which specifies improvements required of the development; and

NOW, THEREFORE, The City Council does approve the Forest Place Preliminary Plat (PP-006459-2024), subject to compliance with all of the conditions of approval, including any conditions added at the meeting, attached hereto as Exhibit "A". Violation of any such conditions

shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on August 19, 2024.

Kevin L. Trevillyan, Mayor Pro tem

ATTEST:

Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on August 19, 2024, by the following vote.

Exhibit A: Conditions of Approval

1. The applicant/developer acknowledging that the appropriate road network will need to be constructed to support intended development and unless responsibilities are otherwise defined in a development agreement with the City, that the applicant/developer will be responsible for the implementation of the necessary roadways to serve their development. Furthermore, the applicant/developer acknowledging that development of any parcel being created with platting, may be restricted until adequate road and water infrastructure are completed to the satisfaction of the City's Fire Marshal. The restriction includes prohibiting above ground construction until the Fire Marshal determines appropriate accesses and water flows are installed and useable.
2. The developer acknowledging that vehicles backing out onto S. 81st Street is prohibited. The developer agrees to inform and require buyers of lots that front to S. 81st Street that all turns onto S. 81st Street are to be a forward movement, and the developer shall implement measures during the sale of the lot and their approval of a dwelling's layout on the lot to be such to ensure that the design of the garage(s) and driveway allow and promote vehicles to be able to orient for forward movement from the lot onto S. 81st Street.
3. The applicant acknowledging that a revised Parkland Dedication Agreement and 60/40 Trail Agreement will need to be executed for the ground within the Forest Place Preliminary Plat area.
4. The applicant acknowledging that the public trail will be constructed as part of the public improvements. The public improvements will need to be approved and accepted by the city prior to issuance of any building permits for lots which the trail crosses.

Exhibit B: Legal Description

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN EXCEPT LOT 'A' AND OUTLOT 'W', FOREST POINTE PLAT 1, AN OFFICIAL PLAT AND EXCEPT LOT 'A', LOT 1 AND OUTLOT 'Z', FOREST POINTE PLAT 2, AN OFFICIAL PLAT, ALL IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

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

ITEM: Amend City Code to Adjust Stormwater Fees and Charges
Ordinance – First Reading

DATE: August 19, 2024

FINANCIAL IMPACT: Additional revenue will be generated each fiscal year (estimates are calculated on the attached worksheets). This revenue will be used primarily to fund a rapidly increasing capital program for current and future stormwater system projects, repay previous internal loans from the Sewer Enterprise Fund, as well as the operating and maintenance expenses associated with the system.

BACKGROUND: The City has been proactive in maintaining the Stormwater Enterprise fund. Most recently, on June 20, 2022, the City Council improved a multi-year rate proposal which called for Stormwater rates to increase each July through the year 2027. That rate structure was approved following a multi-year financing projection prepared by the City's financial advisor, Public Financial Management (PFM), with assistance from staff. This projection considered many factors, including planned and proposed capital projects, expected usage, and operating costs.

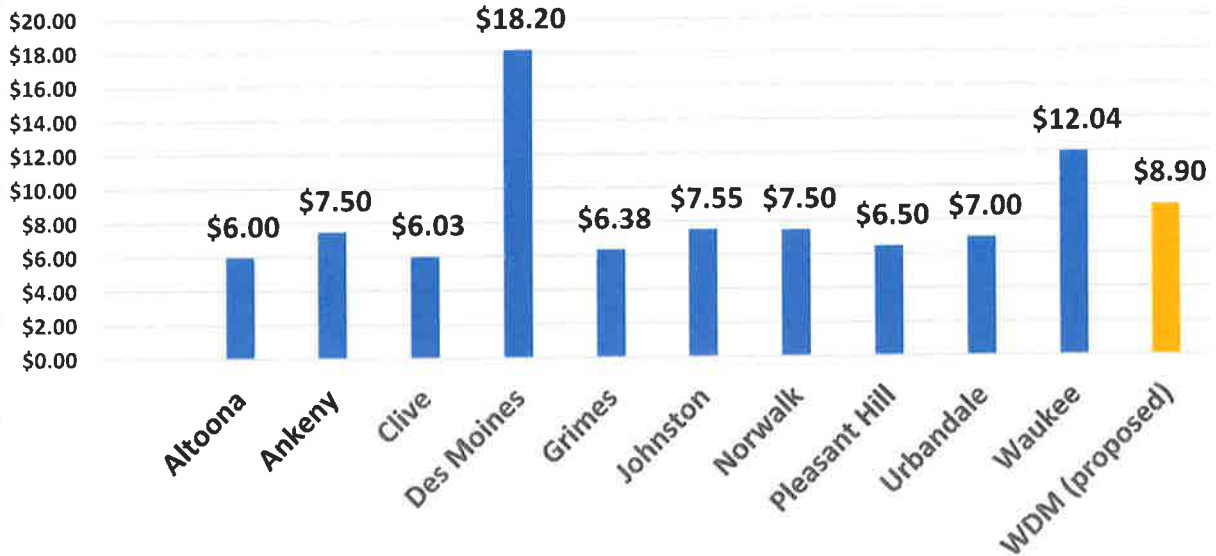
The financial model was recently updated by staff and PFM to extend through 2030. The model is attached with this item. Fortunately, the assumptions from the 2022 projections have largely held true, so currently the fund has a fund balance which can be described as "still smaller than ideal, but steadily improving". The previous model showed \$0.50 monthly increases per residential unit through 2027. PFM ran two scenarios, one version containing no rate increases beyond 2027, and one continuing the same increases for an additional three years through 2030.

Each scenario was presented by PFM and reviewed by the Council's Finance & Administration Subcommittee on July 17, 2024, and after discussion, the recommendation of both staff and the committee was the second scenario, which includes current and proposed rates as follows:

Current Rate	\$8.90 / ERU
Effective July 1, 2025 (previously approved)	\$9.40 / ERU
Effective July 1, 2026 (previously approved)	\$9.90 / ERU
Effective July 1, 2027	\$10.40 / ERU
Effective July 1, 2028	\$10.90 / ERU
Effective July 1, 2029	\$11.40 / ERU

The City's stormwater rates historically have been very competitive within the metro and the planned increases with this item will not affect that status to any large degree. It is well-known that other cities are facing the same financial challenges – stormwater-related project costs are increasing due to regulatory requirements and a rise in construction-related costs. A comparison of stormwater rates charged by other cities in the metro is as follows:

**Residential Metro Stormwater Rates (per ERU)
August 2024**



OUTSTANDING ISSUES: None

RECOMMENDATION: Approve the First Reading of an ordinance extending the multi-year modification of Stormwater Fees through 2030.

Lead Staff Member: Tim Stiles, Finance Director *[Signature]*

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>[Signature]</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	July 17, 2024		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, BY AMENDING TITLE 4, CHAPTER 8B PERTAINING TO STORMWATER MANAGEMENT CHARGES.

BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:

SECTION 1. Title 4, Chapter 8, Article B, Section 3 – ENUMERATED is hereby amended to read as follows:

4-8B-3 **ENUMERATED:** Except as hereinafter noted, each customer whose property lies within the corporate limits of the city of West Des Moines shall pay to the city of West Des Moines, through its collection agent, the West Des Moines Water Works, the following storm water management fees based on equivalent residential unit (ERU) associated with the customer's property:

A. Undeveloped: A flat fee at the rate of \$0.00 per month.

B. Residential: A fee based on the following schedule:

Current Rate	\$8.90 / ERU
Effective July 1, 2025	\$9.40 / ERU
Effective July 1, 2026	\$9.90 / ERU
Effective July 1, 2027	\$10.40 / ERU
Effective July 1, 2028	\$10.90 / ERU
Effective July 1, 2029	\$11.40 / ERU

C. Commercial: A fee based on the following schedule:

Current Rate	\$8.90 / ERU
Effective July 1, 2025	\$9.40 / ERU
Effective July 1, 2026	\$9.90 / ERU
Effective July 1, 2027	\$10.40 / ERU
Effective July 1, 2028	\$10.90 / ERU
Effective July 1, 2029	\$11.40 / ERU

PASSED AND APPROVED, this _____ day of _____ 2024.

Russ Trimble
Mayor

ATTEST:

Ryan Jacobson, City Clerk

Published in the Des Moines Register on _____

City of West Des Moines, Iowa
Stormwater Enterprise Fund

EXHIBIT 1
Scenario 2

Growth Assumptions	
# of Accounts Growth	1.00%
Operating Expenses	5.00%
Interest Rate	1.00%

Stormwater Rate Increases					
1-Jul-21	\$0.60	1-Jul-25	\$0.50	1-Jul-29	\$0.50
1-Jul-22	\$0.75	1-Jul-26	\$0.50	1-Jul-30	--
1-Jul-23	\$0.75	1-Jul-27	\$0.50	1-Jul-31	--
1-Jul-24	\$0.75	1-Jul-28	\$0.50	1-Jul-32	--

	Audited Financial Statements			Budget		Projected		Projected		Projected	
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	
Residential Charge per ERU 1	\$6.05	\$6.65	\$7.40	\$8.15	\$8.90	\$9.40	\$9.90	\$10.40	\$10.90	\$11.40	
Ind./Comm. Charge per ERU 2	\$6.05	\$6.65	\$7.40	\$8.15	\$8.90	\$9.40	\$9.90	\$10.40	\$10.90	\$11.40	
Average # Accounts 3	22,304	22,780	23,191	23,412	23,646	23,883	24,121	24,363	24,606	24,852	
Account Growth 4	2.2%	2.1%	1.8%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	
Average Monthly Rate per Account 5	\$14.81	\$16.26	\$16.96	\$18.68	\$20.40	\$21.55	\$22.69	\$23.84	\$24.99	\$26.13	
Operating Revenues	19.1%	12.2%	6.0%	11.0%	10.3%	6.6%	6.3%	6.1%	5.8%	5.6%	
Charges for Services 6	\$3,965,084	\$4,444,803	\$4,720,873	\$5,248,887	\$5,789,232	\$6,175,615	\$6,569,146	\$6,969,930	\$7,378,073	\$7,793,682	
Site Inspection Fees 7	14,725	17,625	22,150	17,000	20,000	20,000	20,000	20,000	20,000	20,000	
Street Sweeping Agreements 8	15,385	13,190	12,237	14,000	12,000	12,000	12,000	12,000	12,000	12,000	
Miscellaneous Revenues 9	1,978	11,007	22	0	0	0	0	0	0	0	
Total Operating Revenues 10	\$3,997,172	\$4,486,626	\$4,755,282	\$5,279,887	\$5,821,232	\$6,207,615	\$6,601,146	\$7,001,930	\$7,410,073	\$7,825,682	
Operating Expenses	12.4%	19.6%	0.4%	12.8%	2.5%	5.0%	5.0%	5.0%	5.0%	5.0%	
Personal Services 11	\$722,301	\$791,919	\$771,782	\$811,143	\$844,868	\$887,111	\$931,467	\$978,040	\$1,026,942	\$1,078,289	
Supplies & Maintenance 12	83,156	120,809	137,481	190,220	212,720	223,356	234,524	246,250	258,562	271,491	
Contractual Services 13	123,288	132,862	141,878	199,022	177,790	186,680	196,013	205,814	216,105	226,910	
Vehicle & Equipment 14	58,979	135,715	134,608	136,888	135,888	142,682	149,817	157,307	165,173	173,431	
Depreciation 15	2,010,953	2,328,026	2,539,578	2,539,578	2,539,578	2,539,578	2,539,578	2,539,578	2,539,578	2,539,578	
Pension Expense / Audit Reconciliation 16	883,319	141,586	200,728	200,728	200,728	200,728	200,728	200,728	200,728	200,728	
Total Operating Expense 17	\$3,881,995	\$3,650,916	\$3,926,056	\$4,077,579	\$4,111,572	\$4,180,136	\$4,252,127	\$4,327,718	\$4,407,089	\$4,490,428	
Operating Income 18	\$115,177	\$835,709	\$829,226	\$1,202,307	\$1,709,660	\$2,027,479	\$2,349,019	\$2,674,212	\$3,002,984	\$3,335,254	
Add: Depreciation 19	2,010,953	2,328,026	2,539,578	2,539,578	2,539,578	2,539,578	2,539,578	2,539,578	2,539,578	2,539,578	
Interest on Reserves 20	56,207	10,149	203,807	53,207	64,043	69,950	52,059	46,103	33,783	64,251	
Misc. Income (Sale Assets, etc.) 21	0	0	0	0	0	0	0	0	0	0	
Revenue Available for D/S 22	\$2,182,337	\$3,173,884	\$3,572,611	\$3,795,093	\$4,313,281	\$4,637,008	\$4,940,656	\$5,259,893	\$5,576,345	\$5,939,083	
Parity Revenue Debt											
Stormwater SRF Loan, Series 2023 23	\$0	\$0	\$0	\$189,963	\$208,317	\$208,460	\$208,540	\$208,560	\$208,520	\$208,420	
Proposed Stormwater SRF, Series 2027 24	0	0	0	0	0	0	0	30,358	194,339	199,116	
Proposed Stormwater SRF, Series 2028 25	0	0	0	0	0	0	0	0	35,627	228,764	
Proposed Stormwater SRF, Series 2029 26	0	0	0	0	0	0	0	0	0	70,709	
Reserved 27	0	0	0	0	0	0	0	0	0	0	
Total Parity Revenue Debt 28	\$0	\$0	\$0	\$189,963	\$208,317	\$208,460	\$208,540	\$238,918	\$438,487	\$707,009	
Subordinated Debt											
Internal Sewer Loan 2018 29	\$466,825	\$466,050	\$465,200	\$464,275	\$463,275	\$462,200	\$466,050	\$464,750	\$463,375	\$466,925	
Internal Sewer Loan 2019 30	560,750	563,925	561,950	559,900	562,775	560,500	563,150	560,650	563,075	560,350	
Reserved 31	0	0	0	0	0	0	223,518	212,578	214,589	214,233	
Total Subordinated Debt 32	\$1,027,575	\$1,029,975	\$1,027,150	\$1,024,175	\$1,026,050	\$1,022,700	\$1,252,718	\$1,237,978	\$1,241,039	\$1,241,508	
Total Debt Service 33	\$1,027,575	\$1,029,975	\$1,027,150	\$1,214,138	\$1,234,367	\$1,231,160	\$1,461,258	\$1,476,896	\$1,679,526	\$1,948,517	
Debt Service Coverage											
Net Revenues / Parity Debt 34	n/a	n/a	n/a	19.98	20.71	22.24	23.69	22.02	12.72	8.40	
Net Revenues / All Debt 35	2.12	3.08	3.48	3.13	3.49	3.77	3.38	3.56	3.32	3.05	

City of West Des Moines, Iowa
Stormwater Enterprise Fund

EXHIBIT 1
Scenario 2

Growth Assumptions	
# of Accounts Growth	1.00%
Operating Expenses	5.00%
Interest Rate	1.00%

Stormwater Rate Increases					
1-Jul-21	\$0.60	1-Jul-25	\$0.50	1-Jul-29	\$0.50
1-Jul-22	\$0.75	1-Jul-26	\$0.50	1-Jul-30	--
1-Jul-23	\$0.75	1-Jul-27	\$0.50	1-Jul-31	--
1-Jul-24	\$0.75	1-Jul-28	\$0.50	1-Jul-32	--

		Audited Financial Statements			Budget	Budget	Projected	Projected	Projected	Projected	Projected
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
Cashflow After Debt	36	\$1,154,762	\$2,143,909	\$2,545,461	\$2,580,955	\$3,078,914	\$3,405,848	\$3,479,398	\$3,782,997	\$3,896,820	\$3,990,567
Capital Expenditures	37	(\$2,740,598)	(\$3,356,302)	(\$2,812,897)	(\$4,394,554)	(\$2,480,000)	(\$5,195,000)	(\$6,925,000)	(\$8,365,000)	(\$7,525,000)	(\$850,000)
Debt Proceeds	38	0	0	485,000	2,903,400	0	0	2,850,000	3,350,000	6,675,000	0
Transfers (To) / From Restricted	39	0	0	0	0	0	0	0	0	0	0
Other Transfers In / (Out)	40	445,457	2,054,181	69,863	0	0	0	0	0	0	0
Misc Sources / (Uses)	41	(151,064)	(170,644)	(409,265)	(6,245)	(8,165)	0	0	0	0	0
Annual Surplus / (Deficit)	42	(\$1,291,443)	\$671,144	(\$121,838)	\$1,083,556	\$590,749	(\$1,789,152)	(\$595,602)	(\$1,232,003)	\$3,046,820	\$3,140,567
Beginning Cash Balance	43	\$6,062,881	\$4,771,437	\$5,442,582	\$5,320,744	\$6,404,300	\$6,995,049	\$5,205,897	\$4,610,294	\$3,378,292	\$6,425,112
Annual Surplus / (Deficit)	44	(1,291,443)	671,144	(121,838)	1,083,556	590,749	(1,789,152)	(595,602)	(1,232,003)	3,046,820	3,140,567
Ending Cash Balance	45	\$4,771,437	\$5,442,582	\$5,320,744	\$6,404,300	\$6,995,049	\$5,205,897	\$4,610,294	\$3,378,292	\$6,425,112	\$9,565,678
Operating Cash as % of O&M	46	255%	411%	384%	416%	445%	317%	269%	189%	344%	490%
Total Cash Balance	47	\$4,771,437	\$5,442,582	\$5,320,744	\$6,404,300	\$6,995,049	\$5,205,897	\$4,610,294	\$3,378,292	\$6,425,112	\$9,565,678

City of West Des Moines, Iowa
Stormwater Enterprise Fund

EXHIBIT 1
Scenario 2

Growth Assumptions	
# of Accounts Growth	1.00%
Operating Expenses	5.00%
Interest Rate	1.00%

Stormwater Rate Increases					
1-Jul-21	\$0.60	1-Jul-25	\$0.50	1-Jul-29	\$0.50
1-Jul-22	\$0.75	1-Jul-26	\$0.50	1-Jul-30	--
1-Jul-23	\$0.75	1-Jul-27	\$0.50	1-Jul-31	--
1-Jul-24	\$0.75	1-Jul-28	\$0.50	1-Jul-32	--

	Audited Financial Statements			Budget	Budget	Projected	Projected	Projected	Projected	Projected
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
Stormwater Capital Projects:										
Storm Sewer Intake Replacement				250,000	300,000	300,000	300,000	300,000	300,000	300,000
Water Channel Management				350,000	375,000	400,000	450,000	450,000	450,000	450,000
Drainage Structure & Pipe Repair Operations				100,000	100,000	100,000	100,000	100,000	100,000	100,000
Walnut Creek - 1st Street & Grand Avenue Flood Gate Repairs				250,000	0	0	0	0	0	0
SE Basin - 12th & Vine Detention Facility				0	200,000	1,800,000	0	0	0	0
Westown PCP Drainage Improvements - Basin 9				0	0	1,800,000	0	0	0	0
Raccoon River Stormwater Pump Station - Pump Replacements				160,000	160,000	0	0	0	0	0
Walnut Creek Stormwater Pump Station Controls Replacement				0	55,000	480,000	0	0	0	0
South 8th Street Storm Sewer - Railroad Avenue to Lincoln Street				0	1,190,000	0	0	0	0	0
Walnut Creek Watershed Projects				25,000	0	0	0	0	0	0
Water Quality Initiative - Assessment of Studied Drainage Projects				0	100,000	0	0	0	0	0
Westown PCP Drainage Basin				145,431	0	0	0	0	0	0
Water Channel Management				228,474	0	0	0	0	0	0
Raccoon River Stormwater Pump Station Controls Replacement				441,327	0	0	0	0	0	0
Surgar Creek Conveyance				157,591	0	0	0	0	0	0
Johnson Creek Conveyance				353,571	0	0	0	0	0	0
Water Channel Management (Design)				105,916	0	0	0	0	0	0
Commerce Area Stormwater				362,438	0	0	0	0	0	0
Walnut Creek Overhead Flood Gate				757,878	0	0	0	0	0	0
SE Basin Holiday Park Little League Pump Station				62,423	0	0	0	0	0	0
Water Channel Management 21/22				7,311	0	0	0	0	0	0
Fairmeadows Creek Interim Stabilization				67,169	0	0	0	0	0	0
Storm Sewer Intake Replacement 22/23				21,601	0	0	0	0	0	0
Storm Sewer Intake Replacement 22/23 (Design)				23,264	0	0	0	0	0	0
SE Basin - 14th to Mountain Piping to 12th & Vine Detention Facility				0	0	315,000	2,850,000	0	0	0
SE Basin - 16th & Grand Upsized Pipe				0	0	0	0	340,000	0	0
SE Basin - Stillwell Jr High School to Normandy Plaza Channel				0	0	0	0	1,450,000	0	0
SE Basin - Normandy Plaza Detention Facility				0	0	0	210,000	0	0	0
Westown PCP Drainage Improvements - Basin 2 & 4				0	0	0	0	2,375,000	0	0
Westown PCP Drainage Improvements - Basin 11 & 12				0	0	0	2,715,000	0	0	0
Westown PCP Drainage Improvements - Basin 7 & 8				0	0	0	0	3,350,000	0	0
Westown PCP Drainage Improvements - Capacity Improvements				0	0	0	0	0	6,675,000	0
Western Hills Drainage Study				0	0	0	300,000	0	0	0
Reserved				0	0	0	0	0	0	0
Total Stormwater Capital Outlays =>				3,869,394	2,480,000	5,195,000	6,925,000	8,365,000	7,525,000	850,000

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Amend City Code to Adjust Sanitary Sewer Fees and Charges
Ordinance – First Reading

DATE: August 19, 2024

FINANCIAL IMPACT: Additional revenue will be generated each fiscal year (estimates are calculated on the attached worksheets). This revenue will be used primarily for payment of the City's share of the debt incurred by the Des Moines Metro Wastewater Reclamation Authority (WRA), of which the City is a member, as part of their capital program needed to update and maintain their facilities, as well as to offset the costs to operate and maintain the City's own sewer system.

BACKGROUND: Staff has worked closely with its financial advisor, Public Financial Management (PFM), to develop a multi-year sanitary sewer charge cash flow projection. The projection considers many factors, including planned and proposed capital projects, expected usage, and operating costs. The sewer fund balance has benefitted by administering regularly scheduled, nominal rate increases, and currently sits with a manageable equity position.

The most recent multi-year adjustment was approved into the Code effective Jul 1, 2018, through Council action taken earlier that year. As a result of those actions the fund has remains stable and healthy. However, as shown in the projection, there are now large future expenditure increases planned by the WRA across upcoming years, most notably a robust capital spending campaign, which will cause the City's share of those expenditures to increase. As a result, to maintain adequate cash reserve levels in the enterprise fund, staff's recommendation will include rate increases of approximately 5.0% per year through July 1, 2029.

The current and proposed rates are as follows:

Current Rate	\$6.35 / 1,000 gallons
Effective October 1, 2024	\$6.67 / 1,000 gallons
Effective July 1, 2025	\$7.00 / 1,000 gallons
Effective July 1, 2026	\$7.35 / 1,000 gallons
Effective July 1, 2027	\$7.72 / 1,000 gallons
Effective July 1, 2028	\$8.10 / 1,000 gallons
Effective July 1, 2029	\$8.51 / 1,000 gallons

Staff also has researched residential sewer fees of other cities in the Des Moines metro area, and those results are shown in the graph on the following page. Because most, if not all, of the cities listed are members of the WRA, it is assumed that other cities are facing similar challenges as West Des Moines, in terms of future obligations, and will likely also require similar rate adjustments. Thus, it is very likely West Des Moines will remain in a similarly competitive position to its peers in the future, even with the proposed increases.

Susanne Gerlach from PFM, along with staff, discussed the attached enterprise fund projections in detail with the Finance & Administration Subcommittee on July 17, 2024.

**Des Moines Metro Sanitary Sewer Rates (per 1,000 gal.)
as of August 2024**



OUTSTANDING ISSUES: None

RECOMMENDATION: Approve the First Reading of the proposed ordinance to adopt a multi-year modification of Sanitary Sewer Fees.

Lead Staff Member: Tim Stiles, Finance Director *[Signature]*

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>[Signature]</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	July 17, 2024		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, BY AMENDING TITLE 7 PUBLIC WAYS, CHAPTER 8C PERTAINING TO SANITARY SEWER SERVICE CHARGES.

BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:

SECTION 1. Title 7, Chapter 8, Article C, Section 3 – BASIC RATE is hereby amended to read as follows:

7-8C-3 **BASIC RATE:** Each contributor whose property lies within the corporate limits of the City shall pay to the City, through its collection agent, West Des Moines Water Works, at the same time as payment for water service, a sanitary sewer service charge computed on water consumption, which charge shall be made at the following rate:

- \$6.67 / 1,000 gallons effective October 1, 2024
- \$7.00 / 1,000 gallons effective July 1, 2025
- \$7.35 / 1,000 gallons effective July 1, 2026
- \$7.72 / 1,000 gallons effective July 1, 2027
- \$8.10 / 1,000 gallons effective July 1, 2028
- \$8.51 / 1,000 gallons effective July 1, 2029

with the above noted charges being made on all bills mailed by West Des Moines Water Works on and after the effective date noted herein.

SECTION 2. SAVINGS CLAUSE. If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provisions, section, subsection, sentence, clause, phrase, or part thereof not adjudged or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This Ordinance shall be in full force and effect on October 1, 2024, assuming its passage, approval, publication as provided by law prior to that date.

PASSED AND APPROVED, this _____ day of _____, 2024.

Russ Trimble
Mayor

ATTEST:

Ryan Jacobson, City Clerk

Published in the Des Moines Register on _____

City of West Des Moines, Iowa
Sewer Enterprise Fund

Last Sewer Cashflow Update 7/10/2024
 Last WRA Cashflow/Debt Update 4/2/2024

EXHIBIT 1

Growth Assumptions	
Water Usage	0.00%
# of Accounts	1.00%
Operating Expenses	5.00%
Interest Rate	1.50%
WRA Flow Allocation Growth - Debt	0.00%
WRA Flow Allocation Growth - O&M	0.00%
WRA Flow Allocation Growth - Capital Imp./R	0.00%

Sewer Rate Increases			
1-Jul-20	2.50%	1-Jul-25	5.00%
1-Jul-21	2.50%	1-Jul-26	5.00%
1-Jul-22	0.00%	1-Jul-27	5.00%
1-Jul-23	0.00%	1-Jul-28	5.00%
1-Oct-24	5.00%	1-Jul-29	5.00%

	Audited Financial Statements			Budget	Budget	Projected	Projected	Projected	Projected	Projected
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
Usage Charge per 1,000 Gallons 1	\$6.20	\$6.35	\$6.35	\$6.35	\$6.67	\$7.00	\$7.35	\$7.72	\$8.10	\$8.51
Sewer Availability Charge 2	\$3.68	\$3.77	\$3.77	\$3.77	\$3.96	\$4.16	\$4.36	\$4.58	\$4.81	\$5.05
Number of Accounts 3	21,006	21,492	21,913	22,315	22,539	22,764	22,992	23,222	23,454	23,688
Total Water Usage (000's) 4	2,435,326	2,368,585	2,482,831	2,464,704	2,464,704	2,464,704	2,464,704	2,464,704	2,464,704	2,464,704
Water Usage Growth 5	11.74%	(2.74%)	4.82%	(0.73%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Average Rate per 1,000 Gallons 6	\$4.39	\$4.67	\$4.49	\$4.49	\$4.65	\$4.89	\$5.13	\$5.39	\$5.66	\$5.94
Operating Revenues	4.6%	7.0%	(2.2%)	(1.2%)	4.0%	4.9%	4.9%	4.9%	4.9%	4.9%
Charges for Services 7	\$10,679,679	\$11,060,647	\$11,136,986	\$11,055,672	\$11,470,260	\$12,043,773	\$12,645,962	\$13,278,260	\$13,942,173	\$14,639,281
SAC Charges 8	946,432	989,541	1,007,790	1,009,549	1,070,627	1,135,400	1,204,092	1,276,939	1,354,194	1,436,123
Delinquent Sewer Collections 9	3,120	1,241	362	1,000	750	750	750	750	750	750
Sewer Capital Charges 10	518,191	933,561	564,519	500,000	525,000	525,000	525,000	525,000	525,000	525,000
Sewer Tap Fees 11	22,398	33,634	17,112	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Miscellaneous Revenues 12	2,917	840	10,244	500	500	500	500	500	500	500
Total Operating Revenues 13	\$12,172,737	\$13,019,463	\$12,737,013	\$12,586,722	\$13,087,137	\$13,725,423	\$14,396,303	\$15,101,449	\$15,842,617	\$16,621,654
Operating Expenses	23.0%	11.7%	(0.2%)	11.2%	1.9%	9.4%	2.5%	2.5%	2.6%	2.6%
Personal Services 14	\$858,002	\$837,216	\$1,050,685	\$1,217,179	\$1,426,675	\$1,498,009	\$1,572,909	\$1,651,555	\$1,734,132	\$1,820,839
Supplies & Maintenance 15	239,387	203,596	252,112	342,195	344,000	361,200	379,260	398,223	418,134	439,041
Contractual Services 16	16,500	27,586	17,655	86,166	36,624	38,455	40,378	42,397	44,517	46,743
Utilities 17	17,508	21,175	20,184	23,759	23,430	24,602	25,832	27,123	28,479	29,903
Vehicle Replacement 18	90,582	113,649	156,121	160,426	173,094	181,749	190,836	200,378	210,397	220,917
Billing/Collection 19	0	0	0	0	0	0	0	0	0	0
Total WDSM Operating Expense 20	\$1,221,979	\$1,203,221	\$1,496,736	\$1,829,725	\$2,003,823	\$2,104,014	\$2,209,215	\$2,319,676	\$2,435,659	\$2,557,442
Pension Expense / Audit Reconciliation 21	1,203,904	1,184,190	798,065	798,065	798,065	798,065	798,065	798,065	798,065	798,065
Administration 22	57,975	59,317	60,470	61,800	63,000	63,000	64,000	65,000	65,000	66,000
Clive 28E Agreement 23	59,843	85,826	95,127	90,000	100,000	100,000	100,000	100,000	100,000	100,000
WRA O&M 24	2,887,744	2,983,481	3,201,093	3,536,672	3,793,802	3,824,028	3,854,641	3,885,646	3,917,047	3,948,851
WRA O&M Revenue Offsets 25	(674,422)	(787,896)	(850,593)	(1,079,009)	(1,277,580)	(1,277,580)	(1,277,580)	(1,277,580)	(1,277,580)	(1,277,580)
WRA O&M Prior Year Adj. 26	(245,318)	(294,669)	(378,042)	(318,120)	(467,154)	(126,570)	(128,400)	(128,400)	(128,400)	(128,400)
Depreciation 27	2,288,875	2,437,760	2,502,428	2,502,428	2,502,428	2,502,428	2,502,428	2,502,428	2,502,428	2,502,428
Total Operating Expense 28	\$6,800,580	\$6,871,230	\$6,925,304	\$7,421,561	\$7,516,384	\$7,987,386	\$8,122,369	\$8,264,835	\$8,412,220	\$8,566,807

City of West Des Moines, Iowa
Sewer Enterprise Fund

Last Sewer Cashflow Update 7/10/2024
 Last WRA Cashflow/Debt Update 4/2/2024

EXHIBIT 1

Growth Assumptions	
Water Usage	0.00%
# of Accounts	1.00%
Operating Expenses	5.00%
Interest Rate	1.50%
WRA Flow Allocation Growth - Debt	0.00%
WRA Flow Allocation Growth - O&M	0.00%
WRA Flow Allocation Growth - Capital Imp. / R	0.00%

Sewer Rate Increases			
1-Jul-20	2.50%	1-Jul-25	5.00%
1-Jul-21	2.50%	1-Jul-26	5.00%
1-Jul-22	0.00%	1-Jul-27	5.00%
1-Jul-23	0.00%	1-Jul-28	5.00%
1-Oct-24	5.00%	1-Jul-29	5.00%

		Audited Financial Statements			Budget	Budget	Projected	Projected	Projected	Projected	Projected
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
Operating Income	29	\$5,372,157	\$6,148,233	\$5,811,709	\$5,165,160	\$5,570,753	\$5,738,037	\$6,273,934	\$6,836,614	\$7,430,397	\$8,054,847
Add: Depreciation	30	2,288,875	2,437,760	2,502,428	2,502,428	2,502,428	2,502,428	2,502,428	2,502,428	2,502,428	2,502,428
Interest on Reserves	31	269,164	74,719	1,132,053	455,880	269,013	286,374	299,886	258,430	265,870	273,341
Revenue Available for D/S	32	\$7,930,196	\$8,660,712	\$9,446,190	\$8,123,468	\$8,342,194	\$8,526,839	\$9,076,249	\$9,597,472	\$10,198,695	\$10,830,616
Parity Revenue Debt											
Reserved	33	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Parity Revenue Debt	34	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
City's Portion of WRA Debt											
Total Existing WRA Debt	35	\$4,381,958	\$4,496,164	\$4,197,892	\$4,713,998	\$5,019,341	\$5,059,612	\$5,252,876	\$5,266,186	\$5,276,922	\$5,291,977
Total Pending WRA Debt	36	0	(112,511)	68,241	0	461,696	1,072,539	1,757,410	1,803,262	1,803,155	1,803,063
Total Future WRA Debt	37	0	0	0	0	0	252,791	817,699	1,094,515	1,686,792	2,872,711
WRA Biogas Credit	38	(132,456)	(135,552)	(138,216)	(142,261)	(143,323)	(143,261)	(143,289)	(143,403)	(143,345)	(143,246)
WRA Prior Year Debt Adjustments	39	(56,338)	(38,646)	(19,820)	(10,416)	(49,446)	(17,348)	(17,348)	(17,348)	(17,348)	(17,348)
Existing WRA Debt Interest Earnings	40	(114,764)	(99,170)	(71,896)	(190,427)	(83,343)	(12,317)	(6,420)	(6,420)	(6,420)	(6,420)
Total City's Portion of WRA Debt	41	\$4,078,400	\$4,110,286	\$4,036,201	\$4,370,894	\$5,204,925	\$6,212,015	\$7,660,927	\$7,996,791	\$8,599,756	\$9,800,738
Total Parity Sewer Debt	42	\$4,078,400	\$4,110,286	\$4,036,201	\$4,370,894	\$5,204,925	\$6,212,015	\$7,660,927	\$7,996,791	\$8,599,756	\$9,800,738
Debt Service Coverage											
Net Revenues / Revenue Debt	43	1.94	2.11	2.34	1.86	1.60	1.37	1.18	1.20	1.19	1.11
Net Revenues / All Debt	44	1.94	2.11	2.34	1.86	1.60	1.37	1.18	1.20	1.19	1.11
Cashflow After Debt	45	\$3,851,796	\$4,550,427	\$5,409,989	\$3,752,574	\$3,137,269	\$2,314,824	\$1,415,322	\$1,600,681	\$1,598,940	\$1,029,878

City of West Des Moines, Iowa
Sewer Enterprise Fund

Last Sewer Cashflow Update 7/10/2024
 Last WRA Cashflow/Debt Update 4/2/2024

EXHIBIT 1

Growth Assumptions	
Water Usage	0.00%
# of Accounts	1.00%
Operating Expenses	5.00%
Interest Rate	1.50%
WRA Flow Allocation Growth - Debt	0.00%
WRA Flow Allocation Growth - O&M	0.00%
WRA Flow Allocation Growth - Capital Imp. / R	0.00%

Sewer Rate Increases			
1-Jul-20	2.50%	1-Jul-25	5.00%
1-Jul-21	2.50%	1-Jul-26	5.00%
1-Jul-22	0.00%	1-Jul-27	5.00%
1-Jul-23	0.00%	1-Jul-28	5.00%
1-Oct-24	5.00%	1-Jul-29	5.00%

		Audited Financial Statements			Budget	Budget	Projected	Projected	Projected	Projected	Projected
		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
Cashflow After Debt	46	\$3,851,796	\$4,550,427	\$5,409,989	\$3,752,574	\$3,137,269	\$2,314,824	\$1,415,322	\$1,600,681	\$1,598,940	\$1,029,878
Capital Expenditures	47	(\$3,608,219)	(\$6,037,173)	(\$4,866,687)	(\$18,210,831)	(\$2,102,000)	(\$2,565,000)	(\$4,260,000)	(\$1,185,000)	(\$1,185,000)	(\$1,185,000)
WRA Capital Imp. / R&R	48	(463,596)	(508,320)	(600,088)	(923,775)	(1,258,320)	(1,605,000)	(1,605,000)	(1,605,000)	(1,605,000)	(1,605,000)
WRA Equipment / Ins. Replacement	49	(8,399)	(27,078)	(28,669)	(59,508)	(56,957)	(21,314)	(21,314)	(21,314)	(21,314)	(21,314)
WRA Surcharge	50	787,981	14,109	97,369	111,491	101,995	108,236	114,265	120,080	125,683	130,506
WRA Working Capital Reserve	51	(44,152)	(4,518)	(28,566)	(28,329)	(8,988)	(10,579)	(10,715)	(10,852)	(10,991)	(11,131)
Debt Proceeds	52	0	0	0	0	0	0	0	0	0	0
Loan to Stormwater	53	0	0	0	0	0	0	0	0	0	0
Stormwater Loan Repayment	54	1,027,575	1,029,975	1,027,150	1,024,175	1,026,050	1,022,700	1,029,200	1,025,400	1,026,450	1,027,275
Loan to RecPlex	55	(5,130,835)	0	0	0	0	0	0	0	0	0
RecPlex Loan Repayment	56	38,377	76,964	76,963	77,173	76,963	576,963	574,463	572,057	569,238	566,513
Transfers (To) / From Restricted	57	1,000,000	0	0	0	0	0	0	0	0	0
Other Transfers In / (Out)	58	2,600,540	773,725	1,333,203	1,099,233	121,380	0	0	0	0	0
Misc. Sources / (Uses)	59	(649,267)	182,227	(399,336)	700,000	120,000	1,080,000	0	0	0	0
Annual Surplus / (Deficit)	60	(\$598,199)	\$50,338	\$2,021,329	(\$12,457,795)	\$1,157,391	\$900,829	(\$2,763,780)	\$496,053	\$498,005	(\$68,274)
Beginning Cash Balance	61	\$28,918,532	\$28,320,333	\$28,370,671	\$30,392,000	\$17,934,205	\$19,091,597	\$19,992,426	\$17,228,646	\$17,724,699	\$18,222,704
Annual Surplus / (Deficit)	62	(\$598,199)	\$50,338	\$2,021,329	(\$12,457,795)	\$1,157,391	\$900,829	(\$2,763,780)	\$496,053	\$498,005	(\$68,274)
Ending Cash Balance	63	\$28,320,333	\$28,370,671	\$30,392,000	\$17,934,205	\$19,091,597	\$19,992,426	\$17,228,646	\$17,724,699	\$18,222,704	\$18,154,430
Operating Cash as % of O&M	64	628%	640%	687%	365%	381%	364%	307%	308%	308%	299%
Restricted/Designated Cash											
Sinking Fund	65	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Service Reserve Fund	66	0	0	0	0	0	0	0	0	0	0
CIP Sewer	67	0	0	0	0	0	0	0	0	0	0
Special Fee District Charges	68	0	0	0	0	0	0	0	0	0	0
Total Restricted/Designated Cash	69	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cash Balance	70	\$28,320,333	\$28,370,671	\$30,392,000	\$17,934,205	\$19,091,597	\$19,992,426	\$17,228,646	\$17,724,699	\$18,222,704	\$18,154,430
Net WRA Expenses	71	\$5,774,570	\$6,537,009	\$6,568,611	\$7,410,556	\$8,476,263	\$10,160,551	\$11,632,352	\$11,993,542	\$12,622,445	\$13,850,549

City of West Des Moines, Iowa
Sewer Enterprise Fund

Last Sewer Cashflow Update 7/10/2024
 Last WRA Cashflow/Debt Update 4/2/2024

EXHIBIT 1

Growth Assumptions	
Water Usage	0.00%
# of Accounts	1.00%
Operating Expenses	5.00%
Interest Rate	1.50%
WRA Flow Allocation Growth - Debt	0.00%
WRA Flow Allocation Growth - O&M	0.00%
WRA Flow Allocation Growth - Capital Imp. / R	0.00%

Sewer Rate Increases			
1-Jul-20	2.50%	1-Jul-25	5.00%
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1-Jul-22	0.00%	1-Jul-27	5.00%
1-Jul-23	0.00%	1-Jul-28	5.00%
1-Oct-24	5.00%	1-Jul-29	5.00%

Audited Financial Statements	Budget	Budget	Projected	Projected	Projected	Projected	Projected		
FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
Sewer Capital Projects:									
Grand West Segment 6DB Extension	100,000	0	0	0	0	0	0	0	0
Sanitary Sewer Rehabilitation 23/24	900,000	925,000	950,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Sewer TV Program	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000
Sewer Facility Design Study	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
South Segment 4 & 10	1,500,000	0	0	0	0	0	0	0	0
South Service Area - Segment 8 Sewer	9,450,000	0	0	0	0	0	0	0	0
Grand Avenue Sewer Abandonment	0	630,000	0	0	0	0	0	0	0
Highgate Sanitary Sewer	700,000	0	0	0	0	0	0	0	0
South Service Area Segment 3	662,512	0	0	0	0	0	0	0	0
Grand Ave West Segment 6DB	476,255	0	0	0	0	0	0	0	0
South Segment 4 & 10	2,804,000	0	0	0	0	0	0	0	0
Sewer Protection-Plumwood Drive West of S. 35th	340,719	0	0	0	0	0	0	0	0
Sanitary Sewer Rehabilitation 22/23	752,230	0	0	0	0	0	0	0	0
Middle Creek Trunk Sewer Extension Wetland Monitoring	7,408	0	0	0	0	0	0	0	0
North Slope Lift Station	8,195	0	0	0	0	0	0	0	0
Sanitary Sewer Connection Fee District Benchmarking	1,932	0	0	0	0	0	0	0	0
Grand Avenue West Desegment 6DB (Design)	22,700	0	0	0	0	0	0	0	0
South Service Area Segment 8-2 Sewer	733	0	0	0	0	0	0	0	0
Sanitary Sewer Rehabilitation 22/23 (Design)	30,147	0	0	0	0	0	0	0	0
Temporary Lift Station & Forcemain	0	120,000	1,080,000	0	0	0	0	0	0
North Slope Lift Station (68th & University) Diversion Plan	0	0	0	450,000	0	0	0	0	0
4th & Valhigh Sewer Replacement	0	0	0	975,000	0	0	0	0	0
5th & Hillside Sewer Replacement	0	0	0	850,000	0	0	0	0	0
Park Lane Sewer Replacement	0	0	0	800,000	0	0	0	0	0
Sanitary Sewer Hydraulic Modeling	0	0	350,000	0	0	0	0	0	0
Reserved	0	0	0	0	0	0	0	0	0
Total	\$17,941,831	\$1,860,000	\$2,565,000	\$4,260,000	\$1,185,000	\$1,185,000	\$1,185,000	\$1,185,000	\$1,185,000

Audited Financial Statements	Budget	Budget	Projected	Projected	Projected	Projected	Projected			
FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	
Legal Surplus Determination										
Operating Cash Balance	\$28,320,333	\$28,370,671	\$30,392,000	\$17,934,205	\$19,091,597	\$19,992,426	\$17,228,646	\$17,724,699	\$18,222,704	\$18,154,430
Prior 3 Months Operating Expense	(1,127,926)	(1,108,368)	(1,105,719)	(1,229,783)	(1,253,489)	(1,371,239)	(1,404,985)	(1,440,602)	(1,477,448)	(1,516,095)
Next 3 Months Debt Service	(1,019,600)	(1,027,571)	(1,009,050)	(1,092,724)	(1,301,231)	(1,553,004)	(1,915,232)	(1,999,198)	(2,149,939)	(2,450,184)
Legally Determined Surplus	\$26,172,807	\$26,234,732	\$28,277,231	\$15,611,699	\$16,536,877	\$17,068,183	\$13,908,429	\$14,284,900	\$14,595,318	\$14,188,151

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Acceptance of the McGrath Human Resource Group ("HRG") Executive Report and authorizing City Manager discretion to implement aspects of the 2024 Classification and Compensation Study for Non-Union employees

DATE: August 19, 2024

FINANCIAL IMPACT: To be determined. A budget amendment will require Council approval before wage adjustments are put into effect.

BACKGROUND: This city has not completed a comprehensive compensation study since 2010. The purpose of this study is to assist in achieving our goals of attracting and retaining qualified employees, incentivizing existing talent for promotional opportunities, and aligning with the comparable marketplace. This was not a staffing study, there is no recommendation on how large or small the employee compliment ought to be. Instead, McGrath reviewed the following items:

- Reviewed current compensation plan (pay/salary grade levels and steps) and address current challenges in recruiting and retaining employees.
- Recommended adjustments to the salary structure and provide justification for the width of pay ranges.
- Review and recommend a hiring range for each job classification, and the impact for existing positions in comparable job classes.
- Ensure compliance with Fair Labor Standard Act final rules related to exemption status.


Please Note: the implementation of this study pertains to Non-Union employees only. While McGrath HRG included employee surveys and pay scale data related to Union employee's positions, there are no Union positions which will be immediately impacted until contracts are re-negotiated in 2025-2026. All contracts are settled until 2026 which means negotiations will begin in 2025. The city plans to share pay grade information (Union and Non-Union) with Stewards to demonstrate good-faith negotiation.

City Council is being asked to accept the McGrath HRG information, authorize the City Manager to begin updating data in the software applications regarding pay grades and minimum and maximum of ranges. This action also authorizes the City Manager to determine appropriate wage adjustments, including adjustments to employees who are currently below the updated range. However, final wage adjustments will not be effective until further Council action is taken in the form of a budget amendment.

RECOMMENDATION: Approve motion to accept the McGrath report and authorize City Manager to implement aspects of the 2024 Classification and Compensation Study for Non-Union employees as the City Manager determines appropriate and necessary.

Lead Staff Members: Amanda Blackman, Ronda Feeley, Interim Co-Directors Human Resources Department, Tom Hadden, City Manager, Jamie Letzring, Deputy City Manager

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	



**Classification and Compensation Study
Executive Report**

for

City of West Des Moines, IA



August 2024



McGrath Consulting Group, Inc.
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Project Summary

The intent of the Project Summary is to provide an overview of the most important issues and opportunities identified by the Consulting team during the Study. Recipients of this Report are highly encouraged to read the document in its entirety to gain an understanding of the recommendations presented within the Report. This introduction alone does not provide enough context or information upon which to base decisions or to judge the recommendations provided.

McGrath Human Resources Group, Inc., an organization that specializes in public sector consulting, was commissioned by the City of West Des Moines, Iowa to conduct a comprehensive Classification and Compensation Study for all positions within the City. The Scope of services included:

- Complete a Classification and Compensation Study of public employers who are providing equitable services; and
- Based on that study, prepare a comparative analysis that identifies the City of West Des Moines's competitive position in a comparative labor market, including comparative city employers; and
- Based on that study, provide a recommendation for total salaries for union and nonunion personnel; and
- Based on that study, prepare recommendations for compensation structure, rules, and policies to maintain competitiveness, ensure internal and external equity, and position the organization for future development.

The Consultants understands that any recommendations for bargaining groups need to be negotiated and agreed upon by the City and the Union prior to any implementation.

The Consultants utilized the following steps to make these compensation recommendations:

- Discussions with City Administration, Human Resources, and Department Directors and Managers.
- Analysis of the current salary schedule, compression, and current compensation policies.
- External market data was solicited from comparable public organizations, selected jointly between the Consulting team and the City.
- Internal position analysis based upon extensive information provided by incumbent employees describing job responsibilities, skills, and various competencies of the position; a review of job descriptions; and meetings with each Department Director.
- Feedback on recommendations by Administration and Human Resources in addition to each Department Director.

Based on this information, the Consultants recommend a quartile system. The system is designed at the average market rate. The range from minimum to maximum is 50%; however, the position point, the rate an employee should be at within three (3) to five (5) years, is 15% above the minimum. The quartiles establish a hiring range, market range, and above-market range. The illustrated version of the salary schedule will show the minimum, position point, and maximum. The quartiles will be utilized by human resources to ensure movement through the salary schedule based on acceptable performance.

Although the union schedules were compared to the average market rate, all are in contracts at the time of the study.

Methodology

Data Collection

The project involved several steps: collection of data, interviews, and data analysis. The first step of this Study involved gathering data that pertains to current compensation practices within the City. The Consultants received information relating to current salaries, specific policies, collected market data, and current job descriptions.

Interviews were conducted with the City Manager, Human Resources Director, Department Directors, Senior Human Resources Business Partners and other management personnel within each Department. The purpose of these meetings was to first, gain an understanding of the City's current compensation practices and philosophy; second, to solicit ideas and input from these stakeholders for future compensation methodologies and practices; and finally, to determine if there were any positions within the City that were difficult to recruit, retain, or were otherwise unique in the position's responsibilities.

Employees from each Job Classification were then asked to complete a Position Questionnaire (PQ) which provided extensive information about the position. The Consultants utilized the Position Questionnaires completed by the employees, which had been reviewed by supervisory employees, to gain a better understanding of the job responsibilities, skills, and various competencies of the position.

During the second virtual visit, the Consultants met with the Human Resources Director and Senior Human Resources Business Partner to provide a summary of the City against the comparable market and discuss market alignment for the salary schedule updates.

Upon completion of the draft compensation schedule, the Consultants met with the City Manager, Deputy City Manager and Sr Human Resources Partners/Co Interim Human

Resources Directors, followed by Department Directors separately to review the recommended non-union Salary Schedule and gain their perspective. Any recommendations and feedback provided was reviewed by the Consultants and taken into consideration in both its relation to the position analysis, the external market data, as well as the impact to internal equity within the entire Compensation System.

Labor Market

In order to gain information from the external market, through interviews with the Department Directors and City Administration, a list of comparable organizations was established. That list was reviewed, edited, and approved by the Administration. Each of the comparable organizations were contacted requesting current salary schedules and incumbent data. After the list was approved, the City asked for more comparables to be added to the list. The following comparable organizations were contacted:

Table 1: Comparable Organizations

Black Hawk County
City of Altoona
City of Ames
City of Ankeny
City of Bettendorf
City of Brooklyn Park MN
City of Burnsville, MN
City of Cedar Rapids
City of Clive
City of Council Bluffs, IA
City of Davenport
City of Des Moines
City of Dubuque
City of Eau Claire, WI
City of Edina MN
City of Indianola
City of Iowa City
City of Johnston
City of Lenexa, KS
City of Marion
City of Muscatine
City of Norwalk
City of Olathe, KS
City of Overland Park, KS
City of Pella
City of Shawnee KS
City of Urbandale
City of Waterloo

City of Waukee
City of Waukegan, IL
Lawrence Public Library, KS
Linn County
Polk County
Ramsey Co, MN Library
Scott County
Sioux City
Story County
Village of Schaumburg IL
Woodbury County
ADDED LATER
Braemar Arena – Edina, MN
Cedar Point Sports Center – Sandusky, OH
Grand Park Sports Campus – Westfield, IN
National Sports Center – Blaine, MN
South Suburban Sports Complex – Littleton, CO
Spooky Nook Sports – Manheim, PA

The collection of this compensation data was utilized to analyze the average Market Minimum, Midpoint and Maximum Rates per defined benchmark positions. A comparison of the average salary of the positions to the salary of incumbents within the City was also performed. When necessary, evaluation of the comparable organization’s job description, when available online, was utilized to resolve conflicts. In some cases, titles were altered to better align with the industry or responsibility. Not all positions are reflected in the following data analysis. In some situations, data was not available in the external market, data was insufficient, or there were no internal matches at the time of the Study.

Market Data Solicited

The market survey gathered the following 2023 information: Minimum, Midpoint, and Maximum salary for the positions as well as the average salaries of the incumbents. Upon examination, salaries were eliminated if statistically too high or too low so as not to skew the average (typically within one to two standard deviations). A new percentile was then calculated with the remaining salaries. There was a great deal of time spent analyzing the data to ensure that each position was examined based on the data available and how the responsibilities of each position align within the City.

Market Analysis

In order to analyze the ranges for non-union positions, a comp ratio is used, which is a ratio of the City’s salary in relation to the external market data. A 50% comp ratio would mean

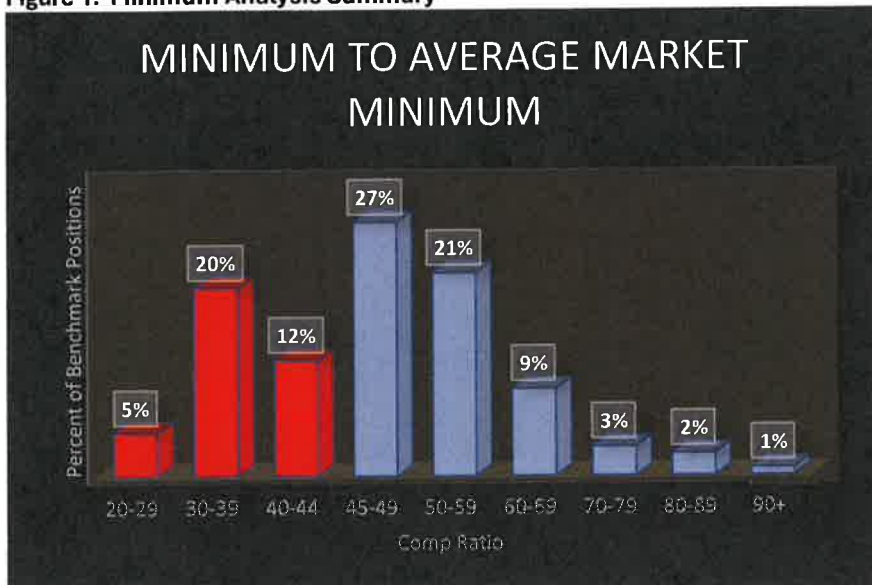
that the salary is in line with the external market while utilizing +/-5% range around each data point. Thus, if a position has a comp ratio of 45% or greater, the employee is considered to be competitively compensated. However, given current labor market conditions, these comp ratios may still be facing challenges with recruitment or retention and have been identified separately.

Minimum Salary Comparison

The analysis of the minimum salary range gives an initial indication of whether starting salaries are within an acceptable market range. When building a salary schedule, consideration of this information will ensure the City's minimums are within an acceptable range to the average market minimum; however, this analysis is only the beginning in the development of a compensation schedule.

Approximately 37% of the benchmarked job titles are below the average market for minimums. Overall, 63% of the positions are within the acceptable average market minimum. Figure 1 below provides a summary of findings.

Figure 1: Minimum Analysis Summary



*May not total 100% due to rounding

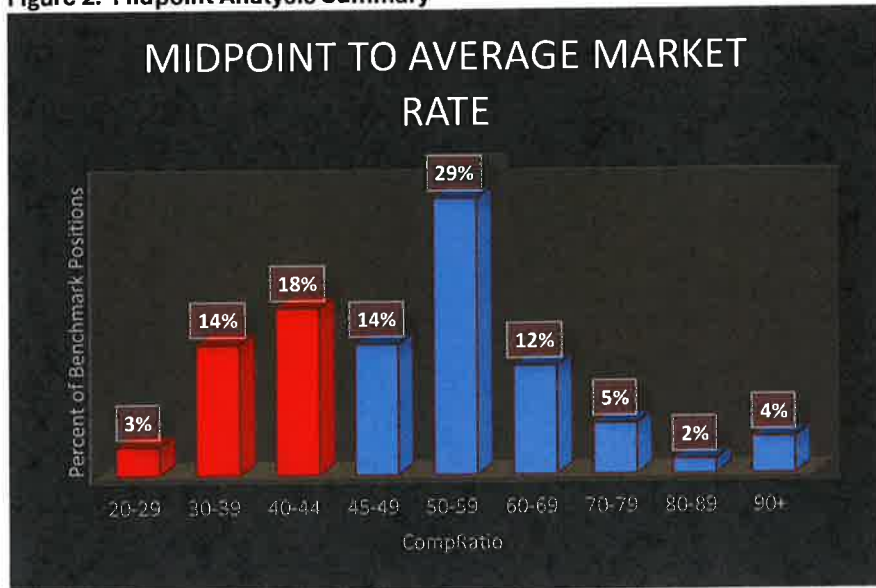
With many of the unions, only the minimum salary is negotiated; thus, it appears that most of the positions have minimums that are competitive with the external market.

Average Midpoint Salary Analysis

The Consultants wanted to know if the midpoint of the existing salary schedule was aligned with the average market; therefore, a midpoint analysis between the City's midpoint and the market's midpoint average was conducted. Again, a comp ratio less than 45% would

indicate the salary ranges are not aligned to the market. Approximately 35% of the midpoint of benchmarked positions are lower than the average market. Overall, 65% of the positions are within the acceptable average market at the midpoint. The following is a summary of findings.

Figure 2: Midpoint Analysis Summary

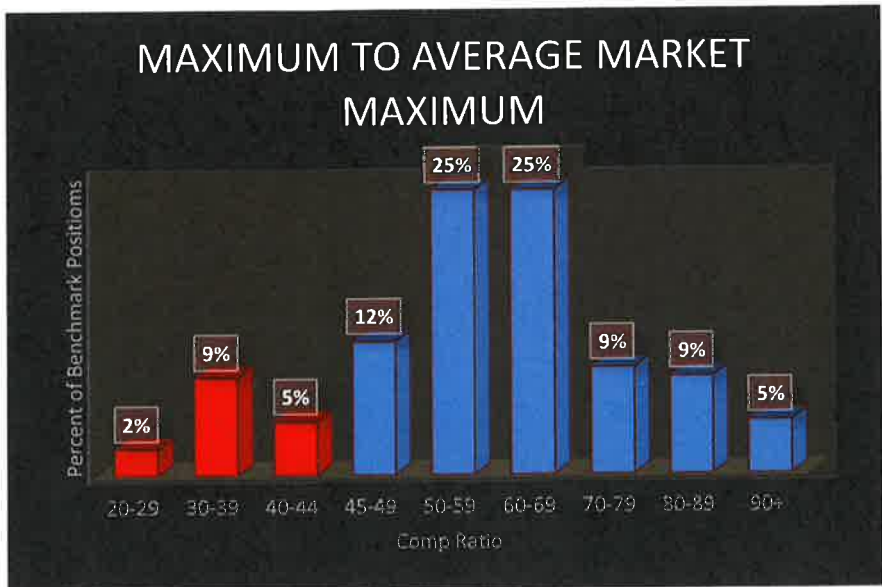


*May not total 100% due to rounding

Average Market Maximum

The Consultants wanted to know how the maximum rates aligned with the average market; therefore, a maximum rate analysis between the City's maximums and the market's maximum average was conducted. Again, a comp ratio less than 45% would indicate the salary ranges are not aligned to the market. Approximately 16% of the maximum rates of benchmarked positions are lower than the average market. Overall, 84% of the positions are within the acceptable average market at the maximum, although maximum rates by the nature of compensation philosophy may vary significantly. The following is a summary of findings.

Figure 3: Maximum Analysis Summary

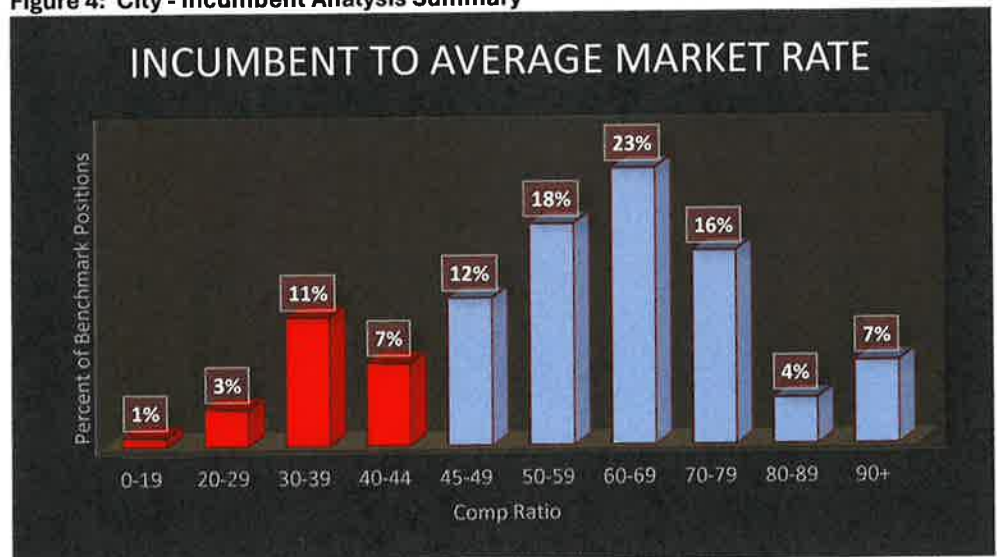


*May not total 100% due to rounding

Average Market Salary Analysis

The next step is to compare the City's current incumbent salaries to the average market rate to assess how competitive incumbent wages are within the market. For this purpose, an *average* of current employee wages is utilized for positions with more than one (1) incumbent. Overall, 79% of the positions are at or above the average market rate, and 21% of positions are in a lower comp ratio that may not be at market competitiveness. One needs to consider tenure of employees, which is discussed in the Employee Demographics section. The Figure below provides a summary of findings.

Figure 4: City - Incumbent Analysis Summary



*May not total 100% due to rounding

Market Data Summary

The City has kept pace with the external market; a small portion of the current salary schedule has fallen behind in the market. There needs to be some adjustments to positions that have fallen out of an acceptable market range.

Non-Union 70th Percentile Market Analysis

The City has expressed an interest in ensuring highly competitive wages, thus evaluating the current salary schedule and incumbent data to the 70th percentile of the market. The 70th percentile is a statistical measure indicating that 70% of the data points in a data set fall below this value, and 30% fall above it. Thus, it's a way to describe the relative standing of salary within the relative market.

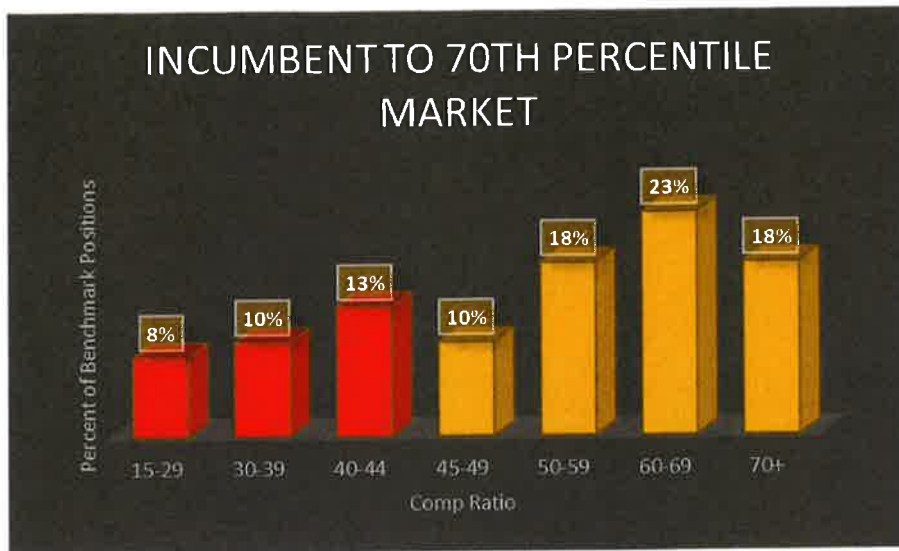
The following is an analysis of the minimum and incumbent salaries in relation to the 70th percentile for all positions within the City.

Figure 5: Minimum to the 70th Percentile Market Minimum



When comparing the City's minimum salary to the 70th percentile of the market's minimum, 54% of the positions would be below; whereas, 46% of the positions are at or above the 70th percentile minimum. This drops slightly from the average market minimum where 63% of the positions were at or above the average market minimum.

Figure 6: Incumbent to the 70th Percentile of the Market



There is minimal effect when comparing current employee salaries to the 70th percentile of the market. Thus, 31% of the positions will be below the 70th percentile market rate. The majority of employees within the City are paid at or above the 70th percentile market rate.

As a result of the 70th percentile market analysis, The Consultant and City Administration agreed to develop a schedule at the 50th percentile.

Current Compensation System

There are seven (7) salary schedules. These include five (5) union schedules. Only the non-union schedules will be highlighted.

- Non-Bargaining Schedule
 - Remaining positions
 - Minimum – Maximum range
 - Difficult to determine percentage between pay grades as grading is inconsistent and not developed into a comprehensive schedule.
 - There are some instances where ‘higher’ level positions have a pay range lower than the ‘lower’ level position.
- Temporary-Seasonal Matrix

It is not uncommon to have compression issues between union and non-union positions as bargaining occurs with each unit, and typically a wholistic approach is difficult to conduct. An analysis of all positions, union and nonunion, was evaluated and there appear to be some compression problems.

On a regular basis, the City increases the salary range; however, corresponding increases are not provided to the employee. The increase to the schedule, in the past years, has been approximately 4%. July 1st of each year, employees are given a merit increase that has ranged from 0-5.5%. The combination of the salary increases, and merit causes employees to barely move through the salary range, or can lose ground within the salary range.

Although merit was, for the most part, felt to be a good incentive for employees, many felt that merit was being used to ensure a wage to retain employees, and may not necessarily be reflective of performance.

Below is an example of an employee’s progression through the salary range starting at the minimum and receive an average of a 3.5% merit increase. The salary schedule increases by 4% per year. Keep in mind, the employee should reach the position point (market rate) between three (3) and five (5) years. The second example, start above minimum, illustrates the same scenario; however, the new employee starts above the minimum of the pay range.

Figure 7: In-range Employee Movement

Public Safety Telecommunicator			Start at Minimum of Range	Start above Minimum
4% Range Adjustment	Employer Salary Range Minimum	Employer Salary Range Midpoint	Employee with 3.5% Annual Merit Adjustments	Employee with 3.5% Annual Adjustments
HIRE	\$53,996.80	\$55,936.00	\$53,996.80	\$64,693.00
yr. 2	\$56,156.67	\$58,173.44	\$55,886.69	\$66,957.26
yr. 3	\$58,402.94	\$60,500.38	\$57,842.72	\$69,300.76
yr. 4	\$60,739.06	\$62,920.39	\$59,867.22	\$71,726.29
yr. 5	\$63,168.62	\$65,437.21	\$61,962.57	\$74,236.71
yr. 6	\$65,695.36	\$68,054.70	\$64,131.26	\$76,834.99
yr. 7	\$68,323.18	\$70,776.88	\$66,375.85	\$79,524.21
yr. 8	\$71,056.11	\$73,607.96	\$68,699.01	\$82,307.56
yr. 9	\$73,898.35	\$76,552.28	\$71,103.47	\$85,188.33
yr. 10	\$76,854.28	\$79,614.37	\$73,592.10	\$88,169.92
yr. 11	\$79,928.45	\$82,798.94	\$76,167.82	\$91,255.87
yr. 12	\$83,125.59	\$86,110.90	\$78,833.69	\$94,449.82
yr. 13	\$86,450.62	\$89,555.34	\$81,592.87	\$97,755.56
yr. 14	\$89,908.64	\$93,137.55	\$84,448.62	\$101,177.01
yr. 15	\$93,504.99	\$96,863.05	\$87,404.32	\$104,718.20

In the first example, if the employee starts at the minimum and receives 3.5% merit increases, the employee never reaches the position point of the salary range. By year 14, the employee’s salary is \$87,404 whereas the minimum is now \$83,504. Thus, the City would need to increase the employee to the minimum each year.

When starting within the first quartile of the salary range, the employee remains above minimum and by year 3 reaches the position point of the salary range.

Not illustrated, is if the salary schedule increases by 3% each year and merit is 3.5% each year, the employee will reach the position point by year 9. Thus, the current practice of increasing the salary range and not providing employees that increase, and relying on merit alone, is not working for the vast preponderance of employees.

Compensation Philosophy

A compensation philosophy is an organization's financial commitment to how it values its employees. The goal of this philosophy is to attract, retain, and motivate qualified people. A consistent philosophy provides a strong foundation in determining the type of total compensation package to offer employees.

There are foundational aspects of compensation to assist with the development of a compensation philosophy to ensure the goals of compensation align with the goals of the organization. First, there are basic questions to consider:

1. What is considered a fair wage?
2. Are wages too high for the financial health of the organization?
3. Does the compensation system reflect the value of positions within the organization?
4. Is your compensation strong enough to retain employees?
5. Do you currently have a defined compensation philosophy?
6. If so, is your compensation philosophy keeping in line with labor market change, industry change, and organizational change?

The City is in business to provide services to the citizens, businesses, and visitors of the community. It does that through hiring qualified employees who lend their skills and talents to various positions within the organization. Without those individuals, the City would cease to provide infrastructure, safety, court services, and other essential services and process the necessary functions to keep those systems in place. Employees expect a compensation system that pays a competitive wage for the skills, education, and responsibilities of the position, and the City is in close proximity to larger communities and organizations that lead the market's wages.

In order for the City to be competitive with recruitment and retention, it is recommended the City establish its compensation philosophy that is based on an *average market* compensation so the City can be competitive in the current labor market. The following sections support that recommendation.

Employee Demographics

In reviewing the City's employee demographics for positions covered in the Study, the tenure of the organization ranges from new hire – 47 years. The overall tenure average of the employees is 9.55 years. The national average in the public sector is currently 6.9 years (Local Government-Bureau of Labor Statistics, September 2022), showing the City is greater than the national average. In order to have a full picture of the City, one needs to explore these demographics further. These findings are in the following Figures.

Figure 8: Employee Demographics by Years of Service

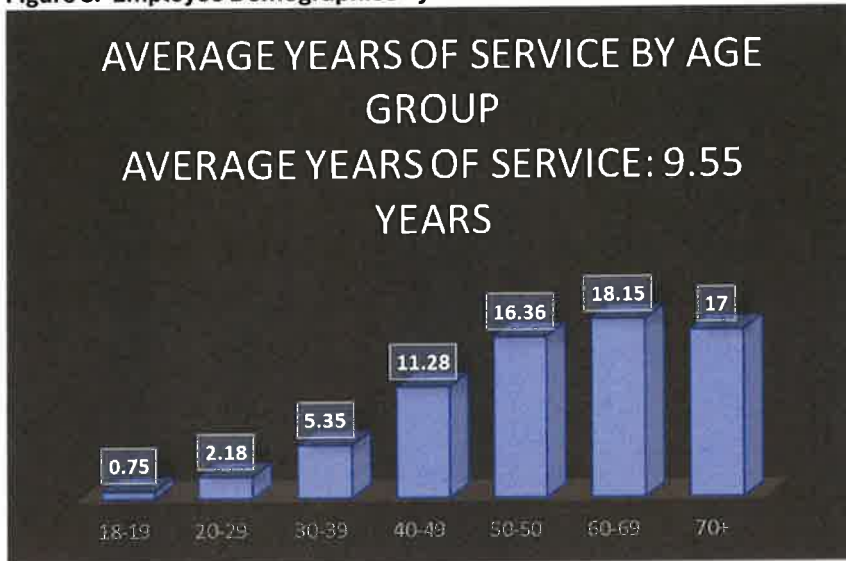
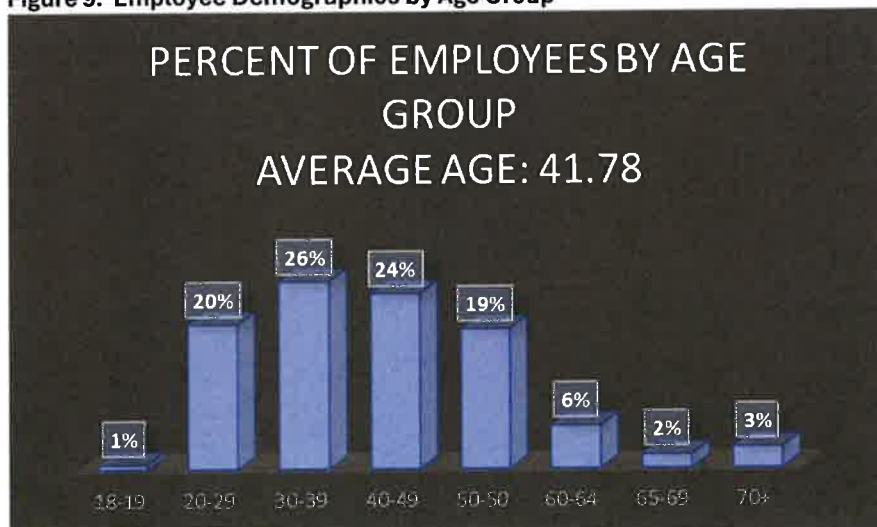


Figure 9: Employee Demographics by Age Group



The above Figures show those in age groups 50 and above have the longest tenure of the organization and represent 29% of employees covered under this Study. The City should expect turnover simply due to retirements over the next decade and beyond. When these

employees leave the City, the average tenure of the organization is going to decline further, as their tenure is boosting the current average tenure. This data should be monitored at least annually.

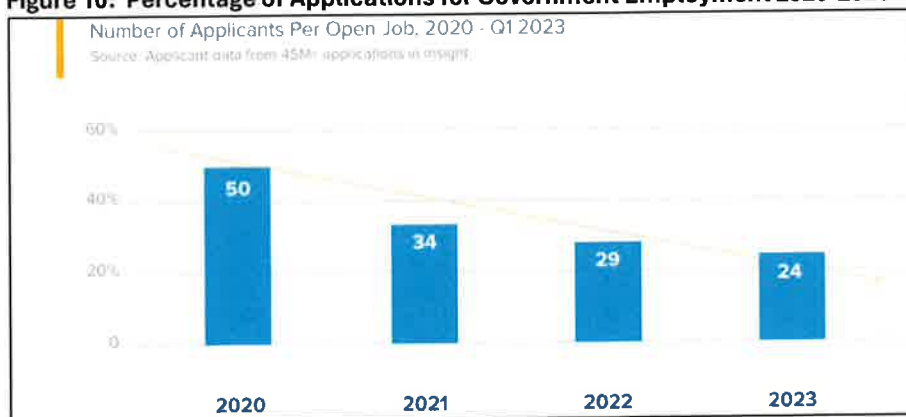
The demographics profile also illustrates that 47% of the workforce is under the age of 40, and this is likely the cross-section of employees who are seen as more mobile in today's workforce, focus heavily on work/life balance, and consider non-compensatory benefits for the purposes of retention. This group also changes jobs quickly because it results in earning higher wages as opposed to remaining with one organization for a longer period of time, which is notable as average tenure in these age groups is about four (4) years.

Public Sector Turnover/Recruitment Challenges

According to human resources professionals across the United States, it is becoming progressively harder to hire qualified personnel. Looking at a tight labor market, recruitment and retention of qualified personnel with the necessary skills for public service has topped the list of workforce challenges for the last several years, and nearly all human resources professionals reported moderate to significant increases in vacancies within their organizations.

The Public Sector is described as being caught in a cycle between turnover and burnout because employees work harder and longer to compensate for staff shortages. Over time they burn out and leave their organization often earlier than planned. HR tries to fill critical roles but there are not enough qualified applicants to compensate for the turnover rates. Public sector job openings reached a new peak in 2022 reflecting a 78% increase since the year 2000, meaning the number of applications has remained flat.

Figure 10: Percentage of Applications for Government Employment 2020-2023



This is not necessarily a new issue, but some employers do state it has become increasingly problematic to operations. Public employers have been experiencing ongoing challenges of this nature for almost a decade. Governments historically have had a compelling

proposition to offer workers with secure lifetime employment and generous health benefits followed by a robust pension for retirement, which is no longer the case. Public employers are battling for their talent because:

- The “Silver Tsunami” identifies between 30%-40% of local government workers eligible to retire, and there is a workforce gap.
- Long-term employment has less appeal for the younger workforce.
- There is a real or perceived decline in public support for government workers.
- Public employers do not feel they can compete with salaries and benefits as benefits erode and the private sector is more competitive.
- There is a growing skills gap. Many government jobs now require specialized education or training. Fewer positions are ‘learn on the job.’
- Public employers are not able to offer the same level of flexible work arrangements to all employees.
- Limitations in technologies prevent efficiency and automation.
- There are limited financial resources.
- Not all work cultures are satisfying and supportive.

The Great Resignation and Private Sector Influence

Compounding the public sector recruitment challenges, the country has experienced continued private industry prosperity, record inflation, record retirements, and record turnover from an otherwise qualified workforce, causing all industries, both public and private, to be competing for already limited human resources. This has led employers to increase wages for all positions to help recruit and retain their talent. The effect has been substantial, and nearly every employer is experiencing recruitment and retention challenges. Many businesses report the lack of available workers and have curtailed their ability to meet current work demands, while raising wages.

Inflationary Impact on Employees

The latest trend that has impacted human capital is Inflation. Inflation may be showing signs of it slightly cooling in 2024 over 2023, but unrelenting high costs are not lessening. Persistent inflation has pushed many in today’s workforce to live paycheck to paycheck, cut back on expenses, dip into their savings and stop contributing to their retirement accounts, etc. It is also becoming an issue for mental health, because there is no sense of control over the issue. Because there is no sense of control over high costs, the “dollar” for employees does not stretch as far. Employers have a role in addressing this issue. Offering competitive wages that keep up with the rising cost of living is crucial not only for retaining employees but also for ensuring their well-being, so employees do not feel they have to leave simply because they cannot afford to stay.

Salary Schedule Options

The salary structure is one of the basic building blocks of a base compensation program. The type of structure sends a clear message about an organization's approach to job design, work processes, and organization structure. The type of salary structure an organization chooses must fit its culture, business needs, and operating cycle. The options discussed included the following:

Step Model

A compensation system that is common in the public sector, is the step system. Within this system, individuals receive a set increase based upon years in position to advance to the market rate. Individual performance should be a factor of compensation, as movement to the next step should be based upon acceptable documented performance. Step models are also generally predictable so employees can see their advancement through the range, are easy to budget for, and can be administered with administrative ease.

Range Model

When considering a compensation system, some organizations gravitate toward a range model, with a standard mechanism to progress through the system. This gives the City flexibility in hiring based on qualifications and allows the employee to progress toward the market rate for the respective position within a reasonable period of time. The City can also incorporate performance increases in the future with this model.

Performance

During the Study, the Consultants asked about the support for Merit, and from a management level, departments were supportive; they simply want a fair, objective, and equitable model.

The Consultants are recommending a re-packaging of merit. All too often merit systems require good employees to continually prove their performance and justify why 'extra' compensation should be provided in a process that can be subjective. Within the City of West Des Moines, management employees are held to a higher expectation in performing their responsibilities and they take pride in the level of service they provide to their community. Therefore, it is recommended that the merit simply correlate to these higher expectations, so the management team be awarded the merit purely on the basis of the expectations, unless the employee has underperformed and subsequently loses their opportunity for a merit adjustment for that year.

Recommended Salary Schedule

The recommended compensation system continues to be a range system. The schedule is built off the *average market* minimum and actual incumbent salary (which represents the position point). The range is 50% from minimum to maximum. There is 8-10% between pay grades to assist with compression between positions.

For administrative purposes, three (3) ranges have been identified and recommended:

1. Hiring Range: With assistance from Human Resources, a candidate – with previous experience – can be hired within the minimum to first quartile,
2. Market Range: Employees with three (3) to five (5) years of experience should be within the midpoint to third quartile, and
3. Performance Range: Employees with eight (8) or more years of experience should be within the third/fourth quartile.

Note: Years of experience equate to years within the position.

These are benchmarks for the organization to strive to achieve. Thus, an annual evaluation of range penetration should be performed to see if employees are moving through the salary range.

To assist the City in ensuring internal equity, all of the union, and non-union schedules have been combined onto one salary schedule to analyze any compression issues. This has enabled the Consultants to place or make recommendations for changes in pay grades due to not only the market, but also internal equity across the organization as well as address compression issues. After this analysis, the schedule was edited for non-union positions only as it is understood that positions within collective agreements will need to be bargained.

Position Placement

Placement of positions in the respective salary schedule is based upon several criteria:

- Point factor system
- Market analysis
- Compression analysis
- Internal equity

The point factor system is a system that evaluates a position based on 13 competencies. Information in these categories is obtained through the completion of a PQ completed by employees and reviewed by the supervisor. This system evaluates a position on the following criteria:

- Education
- Licenses/Certifications
- Procedures/Guidelines
- Job Complexity
- Consequence of Errors
- Confidential Information
- Contact with Others
- Equipment, Machinery, Tools
- Use /Type of Technology
- Financial
- Leadership/Supervision
- Work Environment
- Physical Requirements

This point factor system will remain confidential. Often when supervisors and employees know the point factor system, an objective evaluation of the position becomes suspect, as the PQ addresses the criteria rather than the true responsibilities of the position.

It is essential for the City to understand that the combination of the minimum salary, market salary, points, and maintenance of a sufficient spread between positions, make up the recommended compensation plan – not just one (1) factor.

To implement the recommended salary schedule, employees currently below the minimum of the new pay range will be placed at the minimum. Employees above the minimum will not receive an increase as there is no cost to get the employee within the recommended salary range. In a few situations, the employee's current salary is higher than the recommended salary range. These employees would be 'red circled' and would not receive pay increases until such time as the salary range catches up to the employee's salary. In essence, the position has been paid 'higher' than the market.

It should be noted that prior to the finalization of the compensation project, non-union employees were given a 3% increase, and the salary schedule increased by the same amount. The salary schedule was adjusted to account for the new salary ranges. Further, by providing a wage increase, the amount of dollars needed to implement the schedule has been reduced. Although there are still employees that need an additional increase to get to the minimum of the salary range, the vast majority of employees do not need an additional increase to get on the recommended salary schedule.

The Consultants have completed an in-range progression analysis for employees on the recommended salary schedule. This illustrates where the employee should be within the range based on their years of service in the position – not with the City. There are a few employees where their years of service should place them higher in the salary range; however, it is uncertain if performance was an issue at one time. Thus, these will be

highlighted for Human Resources to evaluate – assuming there is funding to make these adjustments.

General Operational Guidelines

Maintenance of Salary Schedule

It is important for the City to have a standardized procedure to adjust the Salary Schedules for consistency and for budgetary forecasting. It is the Consultant's recommendation that on a set date each year, the Salary Schedule be adjusted by the Consumer Price Index – Urban (CPI-U) percentage or by a local economic indicator, if preferred. For example, since budgeting is done at approximately the same time each year, the City should establish a specific month in which to capture the average of the previous twelve (12) months of the selected economic indicator for a recommended adjustment. The City will still maintain control if conditions and finances fluctuate in a specific year. The following are the types of adjustments recommended:

Salary Schedule Adjustments

Annually, the Salary Schedule should be adjusted for economic reasons. Without maintaining the Salary Schedule, it will fall below the Market and the City will end up spending dollars to get it updated. Annual Salary Schedule adjustments will keep a competitive Salary Schedule. It is important the City budgets dollars for increases to the overall Schedule each year. There may be years when the economy cannot support such increases; however, that should be the exception, not the norm. Employees within the range should also receive the schedule increase; thus, maintaining their place within the salary range.

Employees receive an increase within the salary range each year, based upon acceptable performance.

Market Updates

One of the main concerns in any Salary Schedule is the ability to keep it current. Often, an organization spends time and resources to review and reevaluate their Salary Schedule, resulting in providing employees or Pay Grades significant increases because either the positions or the Schedule is not in line with the external market. A Salary Schedule has a typical life span of three (3) to five (5) years, at which time market conditions typically necessitate a review. The City can strive to prolong the life of their Schedule if it continues to commit to maintaining its competitiveness with the external market by ensuring market updates occur. Given the current competitive market, the City is recommended to initially

conduct a market update in three (3) years. Analyzing turnover and other human resource type metrics should help indicate if an external market update is required sooner or can be pushed back a year.

Updated Pay Grade	Updated Minimum	Updated Maximum	Updated Title	Department
202NU	\$ 15.00	\$ 22.50	Event Staff	Park & Rec
202NU	\$ 15.00	\$ 22.50	Library Page	Library
203 PT-FF	\$ 17.00	\$ 25.50	Firefighter - Part time	Fire
204 PT-FF/EMT	\$ 18.36	\$ 27.54	Firefighter/EMT-Part Time	Fire
205NU	\$ 20.50	\$ 30.75	Courier	Finance
205NU	\$ 20.50	\$ 30.75	Circulation Clerk	Library
205NU	\$ 20.50	\$ 30.75	Head Page	Library
205NU	\$ 20.50	\$ 30.75	Library Clerk	Library
205NU	\$ 20.50	\$ 30.75	Building Attendant	Park & Rec
206NU	\$ 22.55	\$ 33.83	RecPlex Food and Beverage Lead	Park & Rec
206NU	\$ 22.55	\$ 33.83	Customer Service Assistant	All
206NU	\$ 22.55	\$ 33.83	RecPlex Facility Assistant	Park & Rec
206NU	\$ 22.55	\$ 33.83	Childcare Coordinator	Human Services
206NU	\$ 22.55	\$ 33.83	Library Assistant - Collections	Library
206NU	\$ 22.55	\$ 33.83	Library Specialist - Collections	Library
207NU	\$ 24.81	\$ 37.21	Food Pantry & Maintenance Specialist	Human Services
207NU	\$ 24.81	\$ 37.21	Library Assistant	Library
207NU	\$ 24.81	\$ 37.21	Library Assistant - Adult	Library
207NU	\$ 24.81	\$ 37.21	Library Assistant - Circulation	Library
207NU	\$ 24.81	\$ 37.21	RecPlex Facility Specialist	Park & Rec
207NU	\$ 24.81	\$ 37.21	Library Assistant - Teen	Library
207NU	\$ 24.81	\$ 37.21	Library Assistant - Youth	Library
208NU	\$ 26.79	\$ 40.18	Administrative Specialist	All
208NU	\$ 26.79	\$ 40.18	CPR Coordinator	EMS
208NU	\$ 26.79	\$ 40.18	Homebound & Outreach Assistant	Library

208NU	\$ 26.79	\$ 40.18	Neighborhood Services Specialist	Public Services
208NU	\$ 26.79	\$ 40.18	Program Outreach Assistant	Human Services
209NU	\$ 28.93	\$ 43.40	Accounting Associate	Finance
209NU	\$ 28.93	\$ 43.40	Accounts Payable Associate	Public Services
209NU	\$ 28.93	\$ 43.40	Community Compliance Specialist	Public Services
209NU	\$ 28.93	\$ 43.40	EMS Billing Specialist	EMS
209NU	\$ 28.93	\$ 43.40	Help Desk Specialist I	ITS
209NU	\$ 28.93	\$ 43.40	Police Services Assistant	Police
209NU	\$ 28.93	\$ 43.40	Public Safety Telecommunicator I	Westcom
210NU	\$ 31.83	\$ 47.74	Executive Assistant	All
210NU	\$ 31.83	\$ 47.74	Administrative Coordinator	All
210NU	\$ 31.83	\$ 47.74	Deputy City Clerk	Clerk
210NU	\$ 31.83	\$ 47.74	Paralegal	Legal
210NU	\$ 31.83	\$ 47.74	Public Safety Telecommunicator II	Westcom
210NU	\$ 31.83	\$ 47.74	Executive Assistant	City Mgr
211NU	\$ 35.01	\$ 52.51	Accountant	Finance
211NU	\$ 35.01	\$ 52.51	Public Safety Telecommunicator III	Westcom
211NU	\$ 35.01	\$ 52.51	Payroll Coordinator	Finance
211NU	\$ 35.01	\$ 52.51	Communications Coordinator	Human Services
211NU	\$ 35.01	\$ 52.51	Procurement Coordinator	Finance
211NU	\$ 35.01	\$ 52.51	Arts, Culture and Enrichment Coordinator	Park & Rec
211NU	\$ 35.01	\$ 52.51	Naturalist	Park & Rec
211NU	\$ 35.01	\$ 52.51	Recreation Coordinator	Park & Rec
211NU	\$ 35.01	\$ 52.51	Help Desk Specialist II	ITS
212NU	\$ 38.51	\$ 57.76	Public Safety Applications Administrator	Westcom
212NU	\$ 38.51	\$ 57.76	Public Safety Telecomms Shift Supervisor	Westcom
212NU	\$ 38.51	\$ 57.76	Food Service & Concessions Supervisor	Park & Rec
212NU	\$ 38.51	\$ 57.76	RecPlex Operations Supervisor	Park & Rec
212NU	\$ 38.51	\$ 57.76	ITS Business Systems Consultant I	ITS
212NU	\$ 38.51	\$ 57.76	Human Resources Business Partner	HR

212NU	\$ 38.51	\$ 57.76	RecPlex Guest Services Supervisor	Park & Rec
213NU	\$ 42.36	\$ 63.54	Training/Quality Assurance Coordinator	Westcom
213NU	\$ 42.36	\$ 63.54	Facilities Maintenance Supervisor	Public Services
213NU	\$ 42.36	\$ 63.54	Fleet Supervisor	Public Services
213NU	\$ 42.36	\$ 63.54	Urban Forestry Supervisor	Public Services
213NU	\$ 42.36	\$ 63.54	Parks Maintenance Supervisor	Public Services
213NU	\$ 42.36	\$ 63.54	Public Services Operations Supervisor	Public Services
213NU	\$ 42.36	\$ 63.54	Senior Budget Analyst	Finance
213NU	\$ 42.36	\$ 63.54	Landscape Architect	Park & Rec
213NU	\$ 42.36	\$ 63.54	Park Planner	Park & Rec
213NU	\$ 42.36	\$ 63.54	Library Technology Coordinator	Library
213NU	\$ 38.51	\$ 57.76	Library Information Coordinator	Library
213NU	\$ 42.36	\$ 63.54	Lead Plans Examiner	Development Services
213NU	\$ 42.36	\$ 63.54	GIS Analyst	ITS
213NU	\$ 42.36	\$ 63.54	Communication Specialist	City Mgr
213NU	\$ 42.36	\$ 63.54	Recreation Program/Facility Supervisor	Park & Rec
214NU	\$ 33.28	\$ 49.92	Fire Captain	Fire
214NU	\$ 39.66	\$ 59.48	Division Chief - EMS	EMS
214NU	\$ 46.60	\$ 69.89	Division Chief - EMS	EMS
214NU	\$ 46.60	\$ 69.89	Senior Human Resources Business Partner	HR
214NU	\$ 46.60	\$ 69.89	City Clerk	Clerk
214NU	\$ 46.60	\$ 69.89	CMO Policy & Fiscal Advisor	City Mgr
214NU	\$ 46.60	\$ 69.89	Police Sergeant	Police
214NU	\$ 46.60	\$ 69.89	ITS Business Systems Consultant II	ITS
214NU	\$ 46.60	\$ 69.89	Senior GIS Analyst	ITS
214NU	\$ 46.60	\$ 69.89	Accounting Supervisor	Finance
214NU	\$ 46.60	\$ 69.89	Head of Adult Services	Library
214NU	\$ 46.60	\$ 69.89	Head of Circulation	Library
214NU	\$ 46.60	\$ 69.89	Head of Collection Services	Library
214NU	\$ 46.60	\$ 69.89	Head of Youth Services	Library
214NU	\$ 46.60	\$ 69.89	Development Coordinator	Development Services
214NU	\$ 46.60	\$ 69.89	Housing & Community Development Supervisor	Comm & Econ Devel

215NU	\$ 50.32	\$ 75.49	Human Resources Strategic Coordinator	HR
215NU	\$ 50.32	\$ 75.49	Assistant City Attorney I	Legal
215NU	\$ 50.32	\$ 75.49	Battalion Chief	Fire
215NU	\$ 50.32	\$ 75.49	Database Administrator	ITS
215NU	\$ 50.32	\$ 75.49	ITS Business Systems Consultant III	ITS
215NU	\$ 50.32	\$ 75.49	Network Engineer	ITS
215NU	\$ 50.32	\$ 75.49	Principal Engineer III	Engineering
215NU	\$ 50.32	\$ 75.49	Chief Building Official	Development Services
215NU	\$ 50.32	\$ 75.49	Planning Administrator	Development Services
215NU	\$ 50.32	\$ 75.49	Superintendent of Parks	Park & Rec
215NU	\$ 50.32	\$ 75.49	Superintendent of Public Works	Public Services
215NU	\$ 50.32	\$ 75.49	Superintendent of Recreation	Park & Rec

216NU	\$ 54.35	\$ 81.52	Police Lieutenant	Police
216NU	\$ 54.35	\$ 81.52	Westcom Assistant Chief - Logistics	Westcom
216NU	\$ 54.35	\$ 81.52	Westcom Assistant Chief-Operations	Westcom
216NU	\$ 54.35	\$ 81.52	General Manager - RecPlex	Park & Rec
216NU	\$ 38.82	\$ 58.23	Deputy Chief of Operations - Fire	Fire
216NU	\$ 54.35	\$ 81.52	Deputy Chief - EMS/Quality Mgmt	EMS
216NU	\$ 54.35	\$ 81.52	Deputy Chief - Fire Marshal	Fire
216NU	\$ 54.35	\$ 81.52	Deputy Chief of Training-Fire	Fire
216NU	\$ 54.35	\$ 81.52	ITS Business Systems Consultant IV	ITS

217NU	\$ 59.78	\$ 89.68	Assistant City Attorney II	Legal
217NU	\$ 59.78	\$ 89.68	GIS Supervisor	ITS

218NU	\$ 64.57	\$ 96.85	Police Captain	Police
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219NU	\$ 71.02	\$ 106.54	Deputy Chief - EMS	EMS
219NU	\$ 71.02	\$ 106.54	Deputy Chief - Fire	Fire
219NU	\$ 71.02	\$ 106.54	Assistant Chief - Police	Police
219NU	\$ 71.02	\$ 106.54	Deputy Director - Public Services	Public Services
219NU	\$ 71.02	\$ 106.54	Enterprise Applications Supervisor	ITS

219NU	\$ 71.02	\$ 106.54	IT Operations Supervisor	ITS
220NU	\$ 76.71	\$ 115.06	Community and Economic Development Director	Comm & Econ Devel
220NU	\$ 76.71	\$ 115.06	Human Resources Director	HR
220NU	\$ 76.71	\$ 115.06	Human Services & Inclusion Director	Human Services
220NU	\$ 76.71	\$ 115.06	Library Director	Library
220NU	\$ 76.71	\$ 115.06	Westcom Chief	Westcom
220NU	\$ 76.71	\$ 115.06	Development Services Director	Development Services
221NU	\$ 82.84	\$ 124.26	Deputy City Attorney	Legal
221NU	\$ 82.84	\$ 124.26	City Engineer	Engineering
221NU	\$ 82.84	\$ 124.26	Finance Director	Finance
221NU	\$ 82.84	\$ 124.26	Fire/EMS Chief	Fire/EMS
221NU	\$ 82.84	\$ 124.26	Information Technology (IT) Director	ITS
221NU	\$ 82.84	\$ 124.26	Parks & Recreation Director	Park & Rec
221NU	\$ 82.84	\$ 124.26	Chief of Police	Police
221NU	\$ 82.84	\$ 124.26	Public Services Director	Public Services
222NU	\$ 89.47	\$ 134.21	Deputy City Manager	City Mgr
223NU	\$ 96.63	\$ 144.94	City Attorney	Legal
300NU	\$ 106.29	\$ 159.44	City Manager	City Mgr

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Receive & File Library FY24 Annual Report

DATE: August 19, 2024

FINANCIAL IMPACT: None

BACKGROUND: Each year, Administrative Library staff gather statistics and data to put together the West Des Moines Public Library Annual Report. This report serves not only as a way to share highlights and data that represent the variety of work that we've done over the past year, but hopefully also provides a snapshot of how we are continually working to serve our community well. It also allows us to celebrate the fabulous work of our staff and the tremendous support shown to us by our Library Board and Friends Foundation. We presented our report this year at our joint Board and Friends mid-year meeting to showcase our successes of the past year, but also our dreams and aspirations for our future. This report is also shared with our public through social media, printed available copies, and a dedicated space on our website. Broadly speaking, our goal for each year's Annual Report is to tell our story to our communities, local government, and elected officials to continue to shine a light on the work we do, the value we provide, and the joy we create.

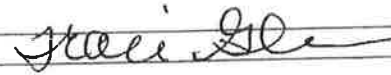

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: City Council receive and file the Annual Report of the West Des Moines Public Library.

Lead Staff Member: Traci Glass, Library Director



STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

West Des Moines Public Library

ANNUAL REPORT

2023

2024



Supporting Superheroes



A message from the Director:

I am so happy to be writing this message as part of our Annual Report as the new Library Director for West Des Moines Public Library. It's been a hectic two months, but, simultaneously full of excitement, learning opportunities, and many chances to be present in our community in order to connect and grow new readers and users of our library and all of its' offerings. The staff of this library have continued to amaze me not only with their kindness and acceptance, but their unmistakable ability to be thoughtful, creative, collaborative, and innovative. The work they do on a day-to-day basis in our building, and in our community, impacts people's lives for the better. And, the joy and enthusiasm they bring to that work is apparent and palpable. As I've learned more and more about the library, the staff, and the community - not just over the past two months, but in the months preceding - I continue to be amazed and thankful to be part of such a community committed and dedicated to supporting and championing public library services.

I've been so encouraged by all that I've learned about the growth of the West Des Moines Public Library over the past year. January 2024 brought us our Words on Wheels truck with an official ribbon cutting in May. The truck hasn't been idle much since May with visits to Legion Park, Rose Farm, Ice Cream Socials, and more. Youth Services staff have been dedicated to working through best practices around vehicle operation to ensure that our beautiful new bookmobile can serve as many residents of our community as possible. And, our programming and partnerships

flourished last year with continued offerings. The joint collaboration between the West Des Moines Library Friends Foundation and West Des Moines Historical Society gave residents a great year of the Iowa Files history series, our first "Tween Club Read", as developed by our Teen Services staff, and installing a 20th Senior Outreach collection at Grand Living, are just a few great examples of the many, many sustaining and supportive ways we serve our patrons both in and out of our physical building.

A common trait of library staff is to constantly be looking forward at new ideas, projects, materials, and ways to serve our community without really paying tribute to and recognizing the good work we've done in the past year. This Annual Report and the information within serve as a physical reminder of the great ways that I feel like we are serving West Des Moines. I know next year will continue the great spirit and effort that these folks have shown year after year. I'm so proud of the work and care that comes from our library and staff to better serve the residents of West Des Moines and our contract community of Cumming.



Traci Glass
Director

BOARD OF TRUSTEES

Ray Seidelman, President
Craig Long, Vice President
Jean Fajen, Secretary
Mary Brooks
Andrew Clausen
Melissa Gillespie
Bryan F. Myers

ADMIN STAFF

Traci Glass, Director
Louise Alcorn, Technology Coordinator
Jenna Ehler, Head of Youth Services
Susan Greenwood, Executive Assistant to Director
Heather Hildreth, Head of Circulation
Maggie Martin, Information Coordinator
Jen Ohzourk, Head of Adult Services
Ann Renken, Head of Collection Services

FRIENDS FOUNDATION

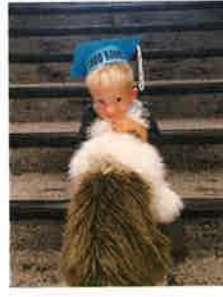
Angie Arthur, Chinmay Bajikar, Brandon Denner, Abby Draisey, Mary Fratianni, Kathryn Greenfield (Secretary), Scott Griese (Treasurer), Deb Guntly, Laura Hassebrock, Jennifer Hochberger, Bridget Johnson, Heather Martin, Laura McCall, Lynda Oakley, Ed O'Neill (Vice President), Roxanne Nikkel, Jim Rasmussen, Andrea Solomon (President), Kristin Sunde, Dan Wakefield, Ellie Wakefield

\$30,000 donated by
the Friends

HIGHLIGHTS



Tik Tok Librarian Mychal Threats joins Staff Training Day, February 2024



1,000 Books Challenge Winner, September 2023



Young patrons check out books at the Words on Wheels, April 2024



Halloween Storytime, October 2023



Senior Care Facility Outreach, February 2024



Director Traci Glass joins the WDM Public Library, May 2024

BY THE NUMBERS


Here's a snapshot of how our patrons used the library this year.



5,789
new library cards



59,120
patron questions answered



401,767
physical items checked out



62,033
e-books downloaded



75,709
e-audiobooks downloaded

42,317 card holders

37% of West Des Moines residents hold library cards

192,900 library visitors

2,077 library kiosk checkouts

SOCIAL MEDIA ENGAGEMENT

FACEBOOK
72,840 engagements

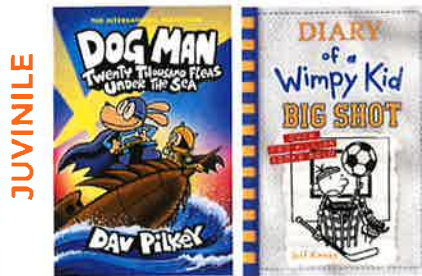
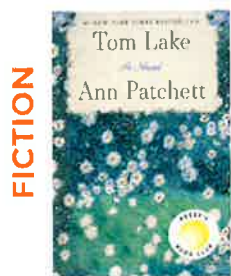
FACEBOOK
4,431,907 impressions

INSTAGRAM
94,570 impressions

X (TWITTER)
23,932 impressions

MOST POPULAR CHECKOUTS

Of all the items borrowed this year, these were the most popular.



PROGRAMS



902
programs & events

31,994
attended programs

HOMEBOUND & OUTREACH

The West Des Moines Library continues to serve patrons who are unable to access our physical building by delivering via our Homebound and Elder Care Outreach programs.

993

individual
homebound
deliveries

229

care facility
deliveries

123

patrons served
via homebound
delivery

20

participating
care facilities

4,259

materials in
elder care
facilities

MEETING ROOM USE

9,012 room bookings

27,541 room users



STATISTICAL OVERVIEW

During FY 23-24, the library:

- Was visited by 244,474 people (-21%)*
- Circulated 792,640 items (-1%)
- Saw meeting and study rooms booked 9,012 times (+17%) by 27,541 users (+14%)
- Registered 5,789 new patrons (+9%)
- Answered 59,120 patron questions (+27%)
- Received 5,194 items from other libraries to fulfill patron requests (-20%)**
- Lent 5,911 items to other libraries (-6%)**
- Made 1,222 deliveries to private homes and eldercare facilities (+5%)
- Hosted 902 (+3%) programs attended by 31,994 (-11%) people
- Hosted 398 children's programs (+11%) attended by 16,231 people (+2%)
- Hosted 48 teen programs (-37%) attended by 666 people (-65%)
- Hosted 422 adult programs (-7%) attended by 4,879 people (+26%)
- Benefitted from volunteers donating 3,110 hours (+7%)

**gate issues led to statistics being gathered using camera footage, this may account for a change in data accuracy.*

***Mobius transition led to ILL changes at the end of the FY.*



Year in Review Digest 2023-2024

July 2023

Over 2,949 readers completed Summer Reading 2023.

The library participated in the City's Independence Day Parade passing out 500 frisbees and lots of candy to the public.

August 2023

The AS team hosted first ever adults-only Summer Finale party with nearly 50 attendees.

September 2023

Teen services hosted the first "Tween Club Read." The club has continued to grow and expand.

Fifth year of Friends-sponsored Iowa Files history series began (joint with West Des Moines Historical Society).

November 2023

The 20th Senior Outreach Collection is installed at Grand Living.

January 2024

The Words on Wheels truck is complete! Jenna and Maggie go to Maryland to learn more about the truck and it arrives in Iowa by the end of the month.

The community says farewell to Library Director of over 10 years, Darryl Eschete as he accepts a Director position out of state and welcomes Jen Ohzourk as Interim Director while the Board conducts a nationwide search.

Weather-related closures occur at the beginning of the month.

February 2024

Tik Tok Librarian Mychal Threets joins Staff Training Day. Our social media posts about it reach millions of users.

The Library Accessibility Team reports out on a year's worth of work.

March 2024

Jen and Maggie attend ILA's Library Legislative Day at the Capitol and speak with Senator Clarie Celsi and Representative Mary Madison.

The Board oversees a full day of panel interviews in hiring a new Director.

April 2024

The Threadless merchandise store for the Library is opened. To date, it has made the library over \$200 in revenue from public sales.

Friends Wine and Cheese Event at Raccoon River Nature Lodge raises \$3,000 from attendees.

Ribbon cutting for the Words on Wheels draws over 400 attendees.

May 2024

Traci Glass begins her tenure as the new Library Director.

June 2024

Staff members attend the first-ever Valley Junction Pride celebration and speak with over 500 attendees.

3,254 summer reading registrants by end of month (+10% over 2023).

Building elevator replacement project begins.