

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: September 16, 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: 736 114 934#*

1. **Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
2. **Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)
3. **Mayor/Council/Manager Report/Other Entities Update**
4. **Consent Agenda**
 - a. Motion - Approval of Minutes of September 3, 2024 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. Apple Corps, L.P., d/b/a Applebee's Neighborhood Grill & Bar, 6190 Mills Civic Parkway - Class C Retail Alcohol License - Renewal
 2. Thawee Wathana, LLC d/b/a Banana Leaf Asian Bistro, 5515 Mills Civic Parkway, Suite 140 - Special Class C Retail Alcohol License - Renewal
 3. TenX Adventures 2, LLC d/b/a The Hall, 111 South 11th Street - Class C Retail Alcohol License with Outdoor Service and Catering Privileges - Renewal
 4. Envision Homes, LLC d/b/a Heart of Iowa Marketplace, 211 5th Street - Special Class B Retail Native Wine License - Renewal
 5. Kineth Hospitality Company, Inc. d/b/a Holiday Inn Express & Suites, 240 Jordan Creek Parkway - Class C Retail Alcohol License - Renewal
 6. Ingersoll Liquor & Beverage Co., d/b/a Ingersoll Wine Merchants, 1300 50th Street, Suite 200 - Class E Retail Alcohol License - Renewal

7. Kum & Go, LC, d/b/a Kum & Go #532, 5901 Mills Civic Parkway, Building 2000 - Class E Retail Alcohol License - Renewal
 8. Kum & Go, L.C. d/b/a Kum & Go #1074, 330 Jordan Creek Parkway - Class E Retail Alcohol License - Renewal
 9. 52 Gracedieu DBA Memory Lane Antiques, LLC d/b/a Memory Lane Antiques Collectibles & Gifts, 208 5th Street - Class B Native Wine Permit with Sunday Sales - Renewal
 10. Tallgrass Theatre Company d/b/a Tallgrass Theatre Company, 2019 Grand Avenue, Suite 100 - Special Class C Retail Alcohol License - Renewal
 11. InterMountain Management, LLC d/b/a TownePlace Suites, 125 South 68th Street - Class C Retail Alcohol License - Renewal
 12. Pint of No Return, LLC d/b/a Tuddy's Tavern, 6240 Mills Civic Parkway - Class C Retail Alcohol License with Outdoor Service - Renewal
 13. Your Private Bartender, LLC d/b/a Your Private Bar, 1701 25th Street (Events Center West) - Class C Retail Alcohol License with Catering Privileges - Renewal
- d. Motion - Approval of Order for Violation of Alcohol Laws
- e. Motion - Approval to Sell Surplus City Equipment
- f. Motion - Approval of Conflict Waiver with Ahlers & Cooney, P.C. Regarding Waukee Community School District
- g. Motion - Approval of Change Order #5 - Raccoon River Pedestrian Bridge at Raccoon River Park
- h. Motion - Approval of Amendment No. 1 to Professional Services Agreement - Fire Administration Building Exterior Improvements
- i. Motion - Approval of Amendments to Construction Contracts:
 1. 2023 Parking Lot Repair Program
 2. 2024 PCC Patching Program
- j. Resolution - Approval of Interfund Transfers
- k. Resolution - Order Construction - 2024 Parking Lot Repair Program, Phase 2
- l. Resolution - Award Contract - On-Call Fiber Optic Conduit Network Repair and Maintenance Services
- m. Resolution - Accept Work:
 1. Digital Enterprise Last Mile Conduit Deployment Segment 5, Phase 3
 2. MidAmerican Energy RecPlex Operational Improvements - Electrical/Mechanical
- n. Resolution - Approval of Professional Services Agreement:
 1. City Hall Flat Roof Replacement
 2. City Hall Generator Replacement
 3. Raccoon River Bridges Feasibility Study
 4. Walnut Creek Stormwater Pump Station Controls Replacement
- o. Resolutions - Approval of Termination of Existing 28E Agreement for the Metro Home Improvement Program and Approval of New 28E Agreement for the Metro Home Improvement Program to Include the Mid-Iowa Planning Alliance

- p. Resolution - Approval of Extension of Entitlement - The Pines at Glen Oaks
- q. Resolution - Approval and Acceptance of Property Interests - Mills Civic Parkway Reconstruction, South 91st Street to South Grand Prairie Parkway
- r. Resolution - Approval and Acceptance of Condemnation Award, Purchase Agreement, and Property Interests - Mills Civic Parkway Widening, South 81st Street to South 88th Street
- s. Motion - Approval of Settlement and Mutual Release Agreement - RLM Underground, LLC
- t. Proclamation - Latino Heritage Month, September 15 - October 15, 2024

5. Old Business

- a. Amendment to City Code - Title 9 (Zoning), Chapter 3 (General Provisions) and Chapter 14 (Accessory Structures) - Modify Regulations Pertaining to Non-Conforming Fences - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption
- b. Ashworth Road, 19th Street to 23rd Street - City Initiated
 - 1. Motion - Approval of Design Criteria

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

- a. Iles Funeral Home, 7200 and 7010 Ashworth Road - Amend Comprehensive Plan Land Use Map to Designate Multi Use Low Land Use and Amend the Reed's Crossing Planned Unit Development (PUD) Ordinance to Incorporate 7010 Ashworth Road into the PUD and to Regulate Funeral Services and Crematories Development - Iles Funeral Homes Real Estate, LLC
 - 1. Resolution - Approval of Comprehensive Plan Amendment
 - 2. Ordinance - Approval of First Reading
- b. 2023-2024 FY Community Development Block Grant Program - Consolidated Annual Performance Evaluation Report (CAPER) - City Initiated
 - 1. Resolution - Approval of CAPER

7. New Business

- a. Delavan Warehouse, 2101 Delavan Drive - Approval of Final Plat to Create 14 Condominium Lots for Industrial Development and Two Outlots - Next Phase Development 2101 Delavan Drive, LLC
 - 1. Resolution - Approval and Release of Final Plat
- b. First Street Retail Space, 836 1st Street - Approval of Site Plan to Allow Construction of a 2,500 sq. ft. Retail Building - First Street, Limited Partnership
 - 1. Resolution - Approval of Site Plan

- c. Amended and Restated Mills Parkway Urban Renewal Area (Subdistrict #5) - Terminate the Subdistrict #5 Tax Increment Financing (TIF) District and Repeal Portions of Ordinance Nos. 1384, 1560, 1740, 1800, 1824, 2014, 2072, 2314, 2427, 2466, 2558, and 2587 - City Initiated
 - 1. Ordinance - Approval of First Reading
 - d. South 81st Street Urban Renewal Area - Amended TIF Ordinance (Jordan Ridge Project Area) - City Initiated
 - 1. Ordinance - Approval of First Reading
 - e. Westown V Urban Renewal Area - Terminate the Urban Renewal Area and Repeal Ordinance Nos. 1848 and 2125 - City Initiated
 - 1. Resolution - Approval to Terminate the Urban Renewal Area
 - 2. Ordinance - Approval of First Reading
- 8. Receive, File and/or Refer**
- a. William Crane Resignation - Human Services Advisory Board
- 9. Other Matters**
- 10. Executive Session**
- a. Performance Evaluation

CITY COUNCIL WORKSHOP

(immediately follows Council meeting)

- 1. Sign Code
- 2. Other Matters

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

September 3, 2024

West Des Moines City Council Proceedings
Tuesday, September 3, 2024

Mayor Pro tem Kevin Trevillyan 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 Tuesday, September 3, 2024 at 5:30 PM. Council members present were: R. Hardman, G. Hudson, M. McKinney, and K. Trevillyan.

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

Vote 24-350: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 2. Public Forum:

Mollie Carstens, 3921 Woodland Avenue, Unit 3, expressed concerns about previous and ongoing maintenance issues at the Washington Manor apartment complex, including an overflowing trash dumpster, failure to clear snow and ice from walkways, a mold problem in her living unit, and expired smoke detectors. She also stated the management has either been unresponsive or slow to address these issues.

Lynne Twedt, Development Services Director, responded to questions from the Council, stating her department conducts rental inspections every two years, which are intended to inspect for life safety issues. She noted mold is not necessarily something they are intentionally looking for, but if it is evident, there are steps the City could potentially take to address it, such as imposing a rent abatement until the issues have been adequately addressed.

The Council held discussion on the matter and directed staff to look into the matter and follow up with Ms. Carstens.

Council member Hudson also suggested the Development Services department take a more proactive approach with updating contact information for apartment complexes.

Vicki Long-Hill, 136 10th Street, suggested the City look into a policy utilized by other cities such as Des Moines, in which the City sends a letter to apartment managers requiring the issues to be addressed within a specified number of days, and if they fail to address the issues within the given timeline, the City could take action against the apartment complex such as non-payment of rent.

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

Council member Hardman congratulated the Taste of the Junction on hosting a phenomenal event. She also congratulated the West Des Moines Chamber for the recent ribbon cutting ceremony for a recently restored Habitat for Humanity home located at 545 8th Street. She also expressed appreciation to the Finance Department for the recently completed FY 2024-25 budget summary books.

On Item 4. Consent Agenda.

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

- a. Approval of Minutes of August 19, 2024 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 - 1. WDM Sports, LLC d/b/a 1908 Draught House, 196 South 50th Street - Class C Retail Alcohol License with Outdoor Service - Renewal
 - 2. Master of None, LLC d/b/a Barn Town Brewing, 9500 University Avenue, Suite 1110 - Special Class C Retail Alcohol License with Outdoor Service - Renewal
 - 3. Bevy's Tavern, LLC d/b/a Bevy's Tavern, 1300 50th Street, Suite 206 and 207 - Class C Retail Alcohol License with Outdoor Service - Renewal
 - 4. Cinemark USA, Inc. d/b/a Century 20 Jordan Creek and XD, 101 Jordan Creek Parkway, Unit 2000 - Special Class C Retail Alcohol License - Renewal
 - 5. Champion Restaurants, Inc. d/b/a Champion's Hideaway, 315 5th Street, Suite 180 - Class C Retail Alcohol License with Outdoor Service - Renewal
 - 6. JB Iowa Entertainment, LLC d/b/a Club Ambia, 2700 University Avenue, Suite 200 - Class C Retail Alcohol License - Renewal
 - 7. KRC Partners, LLP d/b/a Cooper's on 5th, 227 5th Street - Class C Retail Alcohol License with Outdoor Service - Renewal
 - 8. 6920 EP True, LLC d/b/a Putts & Pins, 6920 EP True Parkway, Suite 105 - Class C Retail Alcohol License with Outdoor Service - Renewal
 - 9. Wildwood Hills, Inc. d/b/a Wildwood Hills Ranch, 4000 Turnberry Drive - Five Day Class C Retail Alcohol License for a Private Event on September 28, 2024
 - 10. Your Private Bartender, LLC d/b/a Your Private Bar, 4000 Turnberry Drive - Five-Day Class C Retail Alcohol License for a Private Event on September 6, 2024
- d. Approval of Contract Agreement - Holiday Park Aquatic Center Pool Basin Repainting
- e. Approval of Change Orders:
 - 1. Raccoon River Greenway Boat Access, #2
 - 2. Blue Creek Stormwater Detention Facilities, #5
 - 3. South Grand Prairie Parkway, Grand Avenue to South of Raccoon River Drive, #10
- f. Approval of Amendments to Professional Services Agreements:
 - 1. Riverview Drive Erosion Control and Stabilization

2. South 8th Street Storm Sewer, Railroad Avenue to Lincoln Street
- g. Approval of Community Development Block Grant Subrecipient Agreement - Home Opportunities Made Easy, Inc. (aka HOME, Inc.)
- h. Approval of 2025 City Council Meeting Schedule
- i. Accept Work:
 1. 2023 Asphalt Trail Renovation Project
 2. Neighborhood Park Signage Project, Information and Secondary Entrance Signs
- j. Approval of Professional Services Agreement:
 1. 5th Street Mid-Block and Intersection Bumpouts
 2. 6th Street Parking Lot and Dumpster Enclosure
 3. 50th Street and Dakota Drive Pedestrian Hybrid Beacon
 4. 68th Street and Beechtree Drive Traffic Signal
 5. Raccoon River Park Asphalt Trail Reconstruction
 6. Valley Junction Alley Improvements, Phase 9
- k. Establish Consultation Meeting and Public Hearing - Amendment #5 to the Coachlight Drive Urban Renewal Area

Vote 24-351: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 4(l) Approval of Historic West Des Moines and 8th Street Commercial Redevelopment Funding

It was moved by Trevillyan to approve Item 4(l) Approval of Historic West Des Moines and 8th Street Commercial Redevelopment Funding, with an amendment to allocate the remaining balance of \$24,229.49 to Gilroy's in the form of a grant. Motion died for lack of a second.

Council member Hudson stated he would be willing to explore the allocation of additional funds to Gilroy's but would not support making that allocation tonight.

It was moved by Trevillyan to approve Item 4(l) Approval of Historic West Des Moines and 8th Street Commercial Redevelopment Funding, with an amendment to explore the potential allocation of the remaining balance of \$24,229.49 to Gilroy's in the form of a grant. Motion died for lack of a second.

Ryan Moffatt, Community and Economic Development Director, responded to questions from the Council, stating the funding recommendations being considered are the result of an open application period and the applications being reviewed by the Due Diligence Committee. He noted there were 12 applicants, and all were recommended to receive funding but some not in the full amount they applied for.

Council member McKinney expressed a preference that the City open an application period for another round of funding for the remaining balance of \$24,229.49.

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It was moved by McKinney, second by Hudson to approve Item 4(1) Approval of Historic West Des Moines and 8th Street Commercial Redevelopment Funding, with an amendment to reallocate the remaining balance of \$24,229.49 towards another round of applications for funding, which would be open to projects within the 8th Street Corridor and Historic West Des Moines areas.

Council member Hardman expressed support for opening another round of applications for the remaining funds, as that process ensures fairness and transparency.

Scott Carlson, owner of Gilroy's, provided background information on the financial challenges his business has experienced the past several years, and he explained they had held off on necessary maintenance projects in anticipation of funding opportunities that would be made available from the City. He noted they had requested the funding for a potential expansion of their permanent outdoor patio.

Council member Trevillyan expressed a desire to allow Gilroy's to continue operating with the temporary outdoor service expansion area until the round of applications for funding has completed the process and the remaining \$24,229.49 has been allocated.

Lynne Twedt, Development Services Director, responded to questions from the Council, stating the temporary expansion of the outdoor service area was allowed under the amended rules during the Covid-19 pandemic. In order for Gilroy's to continue operating with that expanded patio area, they would need to get it approved as a permanent outdoor patio through the minor modification process.

Council member Trevillyan inquired if the motion could be amended to include Council approval of the continuation of the temporary outdoor service expansion area until the round of applications for funding has completed the process and the remaining \$24,229.49 has been allocated.

City Attorney Greta Truman recommended that the matter of the temporary outdoor service expansion be deferred and addressed through a different mechanism than this proposed Resolution.

Vote 24-352: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 5(a) Amendment to City Code - Title 4 (Health and Safety Regulations), Chapter 8B (Stormwater Management Charges) - Modification of Rates, initiated by the City of West Des Moines

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

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Vote 24-353: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-354: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

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

Vote 24-355: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 5(b) Amendment to City Code - Title 7 (Public Ways and Property), Chapter 8C (Sanitary Sewer System User Charges) - Modification of Rates, initiated by the City of West Des Moines

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

Vote 24-356: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-357: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

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

Vote 24-358: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 6(a) Mayor Pro tem Trevillyan indicated this was the time and place for a public hearing to consider Amendment to City Code - Title 9 (Zoning), Chapter 3 (General Provisions) and Chapter 14 (Accessory Structures) - Modify Regulations Pertaining to Non-Conforming Fences, 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 August 16, 2024 in the Des Moines Register.

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Mayor Pro tem Trevillyan asked if any written comments had been received. The City Clerk stated on a vote of 6-1, the Plan and Zoning Commission recommended City Council approval of the ordinance amendment.

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

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

Council member McKinney stated during the previous discussions on this matter, the Council had expressed a desire for the ordinance to include a provision that the City would record a document with the County Recorder to document when a property has used its one opportunity to replace its non-conforming fence and that the next time a fence is constructed on that property it would need to be brought into compliance.

City Attorney Greta Truman stated that provision can be added to the ordinance before it comes back to Council for the second reading.

Vote 24-359: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 24-360: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 6(b) Mayor Pro tem Trevillyan indicated this was the time and place for a public hearing to consider Fire Administration Building Exterior Maintenance, 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 August 16, 2024 in the Des Moines Register. Mayor Pro tem Trevillyan asked if any written comments had been received. The City Clerk stated none had been received.

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

Steve Frevert, Executive Director of the Historic Valley Junction Foundation, expressed support for this project, and he expressed a desire for the City to ensure the sidewalk in front of this building could serve as a pedestrian-friendly walkway, since this property sits between the future 6th Street parking lot and the Historic Valley Junction Business District.

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

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

Vote 24-361: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 7(a) Oaks on Grand Phase 2, 5725 Raccoon River Drive - Approval of Major Modification to Site Plan to Allow Construction of an approx. 10,000 sq. ft. Office Building, initiated by JCG Equity, LLC

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

Vote 24-362: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 7(b) The Cunningham, 950 Jordan Creek Parkway - Approval of Level 1 Minor Modification to Site Plan to Revise Landscape Plan for Mechanical Screening, initiated by Jordan Creek Associates, LLC

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

Vote 24-363: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

On Item 7(c) Plat of Survey Parcel 24-28, south of the Intersection of EP True Parkway and Wendover Lane - Approval of Plat of Survey to Create a 109-acre Parcel for the Transfer of Ownership, initiated by Pavilion Park, L.C.

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

Vote 24-364: Hardman, Hudson, McKinney, Trevillyan...4 yes
Motion carried.

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

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On Item 9 - Other Matters: none

The regular meeting was adjourned at 6:30 p.m.

Respectfully submitted,

Ryan T. Jacobson, CMC
City Clerk

ATTEST:

Kevin Trevelyan, Mayor Pro tem

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Motion – Approval of Bill Lists

DATE: September 16, 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	09/16/2024	\$ 2,484,651.91
EFT Claims	09/16/2024	\$ 3,065,206.04
End of Month & Off-Cycle	08/20/2024 to 10/06/2024	\$ 372,444.26

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: 09/16/2024

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement				
Check	09/16/2024	334668 Accounts Payable	3E - CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	34.61
Check	09/16/2024	334669 Accounts Payable	A CUT ABOVE LAWN CARE AND LANDSCAPING	876.00
Check	09/16/2024	334670 Accounts Payable	ACCO UNLIMITED CORP	3,038.05
Check	09/16/2024	334671 Accounts Payable	ACCURATE COMMERCIAL LLC	296,636.82
Check	09/16/2024	334672 Accounts Payable	ACME TOOLS-DES MOINES	1,564.74
Check	09/16/2024	334673 Accounts Payable	ADVANCED ROOFING AND EXTERIORS	8,090.00
Check	09/16/2024	334674 Accounts Payable	ALLEGRA MARKETING SERVICES	2,540.81
Check	09/16/2024	334675 Accounts Payable	ALWAN , MADIHA	105.00
Check	09/16/2024	334676 Accounts Payable	ALWAN , MAYADA	119.00
Check	09/16/2024	334677 Accounts Payable	AMERICAN UNDERGROUND SUPPLY LLC	9,945.68
Check	09/16/2024	334678 Accounts Payable	ARMOR EQUIPMENT	53.57
Check	09/16/2024	334679 Accounts Payable	BELIN MCCORMICK PC	783.00
Check	09/16/2024	334680 Accounts Payable	BETTER BUILDERS LLC	8,510.29
Check	09/16/2024	334681 Accounts Payable	BOMGAARS SUPPLY INC	607.82
Check	09/16/2024	334682 Accounts Payable	BOUND TREE MEDICAL LLC	2,440.14
Check	09/16/2024	334683 Accounts Payable	BROTHERS CLEANING CORPORATION	167,198.97
Check	09/16/2024	334684 Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	3,704.22
Check	09/16/2024	334685 Accounts Payable	CAPITOL CITY CONSTRUCTION CO	6,170.00
Check	09/16/2024	334686 Accounts Payable	CAPPEL'S ACE HARDWARE	7.59
Check	09/16/2024	334687 Accounts Payable	CENTRAL SALT LLC	50,663.78
Check	09/16/2024	334688 Accounts Payable	CENTURY LAUNDRY DISTRIBUTING INC	15,118.00
Check	09/16/2024	334689 Accounts Payable	CHAD HITSMAN- EDGETECH SHARPENING	195.00
Check	09/16/2024	334690 Accounts Payable	CITY OF DES MOINES	149.67
Check	09/16/2024	334691 Accounts Payable	CITY OF JOHNSTON	110.00
Check	09/16/2024	334692 Accounts Payable	CLARK , JAYLA	108.75
Check	09/16/2024	334693 Accounts Payable	CLIVE POWER EQUIPMENT	398.60
Check	09/16/2024	334694 Accounts Payable	COMMERCIAL APPRAISERS OF IOWA INC	2,450.00
Check	09/16/2024	334695 Accounts Payable	CONSTRUCTION & AGGREGATE PRODUCTS INC	186.25
Check	09/16/2024	334696 Accounts Payable	CORELL CONTRACTOR INC	89.96

City of West Des Moines, IA
City Council Report
Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 09/16/2024

Type	Date	Number Source	Payee Name	Transaction Amount
Check	09/16/2024	334697 Accounts Payable	CRUZ ZUNIGA , ELIZABETH	418.89
Check	09/16/2024	334698 Accounts Payable	CTI READY MIX LLC	11,725.56
Check	09/16/2024	334699 Accounts Payable	CURRY , STEF	100.00
Check	09/16/2024	334700 Accounts Payable	DAIGLE LAW GROUP LLC	3,866.99
Check	09/16/2024	334701 Accounts Payable	DENTONS DAVIS BROWN PC	232.00
Check	09/16/2024	334702 Accounts Payable	DENTONS DAVIS BROWN PC	5,842.50
Check	09/16/2024	334703 Accounts Payable	DEPT OF PUBLIC DEFENSE	325.00
Check	09/16/2024	334704 Accounts Payable	DES MOINES WATER WORKS	120.00
Check	09/16/2024	334705 Accounts Payable	DEYARMAN FORD INDIANOLA	5,580.66
Check	09/16/2024	334706 Accounts Payable	DISA GLOBAL SOLUTIONS INC	372.62
Check	09/16/2024	334707 Accounts Payable	DOT , NYANG	71.50
Check	09/16/2024	334708 Accounts Payable	DOWNEY , EDWARD	75.00
Check	09/16/2024	334709 Accounts Payable	DUVE , TOM	75.00
Check	09/16/2024	334710 Accounts Payable	EMERGENCY APPARATUS MAINTENANCE INC	1,334.71
Check	09/16/2024	334711 Accounts Payable	FARNSWORTH GROUP INC	4,659.22
Check	09/16/2024	334712 Accounts Payable	FASTENAL COMPANY	555.32
Check	09/16/2024	334713 Accounts Payable	FEDEX	90.59
Check	09/16/2024	334714 Accounts Payable	FERRELLGAS	5.00
Check	09/16/2024	334715 Accounts Payable	FILTA	60.00
Check	09/16/2024	334716 Accounts Payable	FIRE SERVICE TRAINING BUREAU	50.00
Check	09/16/2024	334717 Accounts Payable	GALLS LLC	6,339.96
Check	09/16/2024	334718 Accounts Payable	GILGE , DANNY	270.00
Check	09/16/2024	334719 Accounts Payable	GRIMES ASPHALT & PAVING	795.61
Check	09/16/2024	334720 Accounts Payable	HARRIS DIRECTIONAL BORING	1,374.40
Check	09/16/2024	334721 Accounts Payable	HAWKEYE TRUCK EQUIPMENT	400.25
Check	09/16/2024	334722 Accounts Payable	HDR ENGINEERING INC	67,449.20
Check	09/16/2024	334723 Accounts Payable	HERBERGER CONSTRUCTION	182,615.60
Check	09/16/2024	334724 Accounts Payable	HOUSHOLDER , MICHAEL	1,381.33
Check	09/16/2024	334725 Accounts Payable	HOWIES HOCKEY TAPE	2,901.80
Check	09/16/2024	334726 Accounts Payable	HUMMEL , RUTH	50.00
Check	09/16/2024	334727 Accounts Payable	ICMA	200.00
Check	09/16/2024	334728 Accounts Payable	INCENTIVE SERVICES INC	877.01
Check	09/16/2024	334729 Accounts Payable	IOWA COMMUNITIES ASSURANCE POOL- ICAP	450.06
Check	09/16/2024	334730 Accounts Payable	IOWA ONE CALL	1,515.60

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Type	Date	Number Source	Payee Name	Transaction Amount
Check	09/16/2024	334731 Accounts Payable	IOWA PRISON INDUSTRIES	13,634.50
Check	09/16/2024	334732 Accounts Payable	IRON MOUNTAIN	240.02
Check	09/16/2024	334733 Accounts Payable	JCV CONSTRUCTION INC	200.00
Check	09/16/2024	334734 Accounts Payable	JOHNSTON AUTOSTORES	52.11
Check	09/16/2024	334735 Accounts Payable	JOHNSTONE SUPPLY	241.19
Check	09/16/2024	334736 Accounts Payable	JORDAN CREEK ANIMAL HOSPITAL	282.09
Check	09/16/2024	334737 Accounts Payable	KALDENBERG'S PBS LANDSCAPING	681.30
Check	09/16/2024	334738 Accounts Payable	KARNS , CHANTEL	120.00
Check	09/16/2024	334739 Accounts Payable	KEHLENBECK , KENT	50.00
Check	09/16/2024	334740 Accounts Payable	L3 HARRIS TECHNOLOGIES INC	13,084.00
Check	09/16/2024	334741 Accounts Payable	LEGACY EMERGENCY VEHICLES LLC	178.52
Check	09/16/2024	334742 Accounts Payable	LEXISNEXIS RISK SOLUTIONS	150.00
Check	09/16/2024	334743 Accounts Payable	LIBERTY TIRE RECYCLING LLC	1,027.17
Check	09/16/2024	334744 Accounts Payable	LINDE GAS & EQUIPMENT INC	1,351.82
Check	09/16/2024	334745 Accounts Payable	LINDEMAN , DEAN	168.75
Check	09/16/2024	334746 Accounts Payable	LOGOED APPAREL & PROMOTIONS	977.54
Check	09/16/2024	334747 Accounts Payable	LOWE'S HOME CENTER INC	1,515.90
Check	09/16/2024	334748 Accounts Payable	LUGO , DELIA I	82.50
Check	09/16/2024	334749 Accounts Payable	MADIT , ADAU	42.00
Check	09/16/2024	334750 Accounts Payable	MCGRATH CONSULTING GROUP INC	8,149.33
Check	09/16/2024	334751 Accounts Payable	MEAS , KYA	82.50
Check	09/16/2024	334752 Accounts Payable	MEDIACOM	275.04
Check	09/16/2024	334753 Accounts Payable	MENARDS- CLIVE	1,764.34
Check	09/16/2024	334754 Accounts Payable	MERCYONE- EUCLID	3,252.00
Check	09/16/2024	334755 Accounts Payable	MID COUNTRY MACHINERY INC	1,397.40
Check	09/16/2024	334756 Accounts Payable	MIDWEST SAFETY COUNSELORS INC	240.00
Check	09/16/2024	334757 Accounts Payable	MIGHTY DOG ROOFING OF GREATER DES MOINES	12,452.96
Check	09/16/2024	334758 Accounts Payable	MILLER PLUMBING	200.00
Check	09/16/2024	334759 Accounts Payable	MOODY'S INVESTORS SERVICE	28,000.00
Check	09/16/2024	334760 Accounts Payable	MOTOROLA	218,145.59
Check	09/16/2024	334761 Accounts Payable	MPS ENGINEERS PC - KINGSTON SERVICES PC	89,805.44
Check	09/16/2024	334762 Accounts Payable	MUNICIPAL COLLECTIONS OF AMERICA INC	1,332.70
Check	09/16/2024	334763 Accounts Payable	NATIONAL CURRICULUM & TRAINING	151.24

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Type	Date	Number Source	Payee Name	Transaction Amount
			INSTITUTE INC	
Check	09/16/2024	334764 Accounts Payable	O'REILLY AUTOMOTIVE INC	7.38
Check	09/16/2024	334765 Accounts Payable	ON TRACK CONSTRUCTION LLC	12,591.08
Check	09/16/2024	334766 Accounts Payable	PEAK DISTRIBUTING	449.70
Check	09/16/2024	334767 Accounts Payable	PEPSI BEVERAGES COMPANY	937.07
Check	09/16/2024	334768 Accounts Payable	PITNEY BOWES- RESERVE ACCOUNT	4,000.00
Check	09/16/2024	334769 Accounts Payable	PLEXA	20.00
Check	09/16/2024	334770 Accounts Payable	PLUMB SUPPLY COMPANY	168.94
Check	09/16/2024	334771 Accounts Payable	PLUMB TECH MECHANICAL INC	88,727.33
Check	09/16/2024	334772 Accounts Payable	PLUSNXT LLC	1,539.85
Check	09/16/2024	334773 Accounts Payable	POLK COUNTY PUBLIC WORKS	13,500.00
Check	09/16/2024	334774 Accounts Payable	POLK COUNTY RECORDER	58.00
Check	09/16/2024	334775 Accounts Payable	PREFERRED PEST CONTROL	2,231.97
Check	09/16/2024	334776 Accounts Payable	Q3 CONTRACTING INC - PSC	35,280.63
Check	09/16/2024	334777 Accounts Payable	RAKER , AMY	55.00
Check	09/16/2024	334778 Accounts Payable	REGAN , DAVID	100.00
Check	09/16/2024	334779 Accounts Payable	ROBERT HALF TECHNOLOGY	2,725.00
Check	09/16/2024	334780 Accounts Payable	ROLING , KATHLEEN	1,540.00
Check	09/16/2024	334781 Accounts Payable	ROSS , THOMAS	270.00
Check	09/16/2024	334782 Accounts Payable	ROTELLAS ITALIAN BAKERY INC	132.80
Check	09/16/2024	334783 Accounts Payable	SCHEELS ALL SPORTS INC	109.00
Check	09/16/2024	334784 Accounts Payable	SECURITY EQUIPMENT INCORPORATED - SEI	1,400.00
Check	09/16/2024	334785 Accounts Payable	SHUMAKER , BRIAN	75.00
Check	09/16/2024	334786 Accounts Payable	SMITH'S SEWER SERVICE INC	225.00
Check	09/16/2024	334787 Accounts Payable	SOUTHERN IOWA VENDING SERVICES	124.55
Check	09/16/2024	334788 Accounts Payable	SPENCER , MICHAEL R	1,047.28
Check	09/16/2024	334789 Accounts Payable	SPINDUSTRY SYSTEMS INC	5,180.00
Check	09/16/2024	334790 Accounts Payable	STANARD & ASSOC INC	235.50
Check	09/16/2024	334791 Accounts Payable	STEINBERGER , JAMES	240.00
Check	09/16/2024	334792 Accounts Payable	STEPHENS , RENE	1,177.00
Check	09/16/2024	334793 Accounts Payable	STONE , BANKSY NICHOLAS	71.50
Check	09/16/2024	334794 Accounts Payable	STRUCTURED SOLUTIONS LLC	79,194.88
Check	09/16/2024	334795 Accounts Payable	SUPERIOR INDUSTRIAL EQUIPMENT LLC	6,652.67
Check	09/16/2024	334796 Accounts Payable	SYSTEMWORKS LLC	24,980.00

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Type	Date	Number Source	Payee Name	Transaction Amount
Check	09/16/2024	334797 Accounts Payable	TASTE OF THE JUNCTION INC	3,000.00
Check	09/16/2024	334798 Accounts Payable	TBL VENTURES LLC	5,000.00
Check	09/16/2024	334799 Accounts Payable	TEKSYSTEMS INC	11,290.06
Check	09/16/2024	334800 Accounts Payable	THE GRAVEDIGGER LLC	550.00
Check	09/16/2024	334801 Accounts Payable	THE UNDERGROUND COMPANY	45,179.98
Check	09/16/2024	334802 Accounts Payable	THOMSON REUTERS	703.21
Check	09/16/2024	334803 Accounts Payable	THOMSON REUTERS	388.94
Check	09/16/2024	334804 Accounts Payable	TK ELEVATOR CORPORATION	3,116.90
Check	09/16/2024	334805 Accounts Payable	TRASSIG CORP	75.34
Check	09/16/2024	334806 Accounts Payable	TRUE VALUE & V&S VARIETY STORE	214.12
Check	09/16/2024	334807 Accounts Payable	TUBE PRO INCORPORATED	900.00
Check	09/16/2024	334808 Accounts Payable	UNITED CONTRACTORS INC	197,927.75
Check	09/16/2024	334809 Accounts Payable	VEENSTRA & KIMM INC	15,727.01
Check	09/16/2024	334810 Accounts Payable	VETTER EQUIPMENT	30.05
Check	09/16/2024	334811 Accounts Payable	VISION SERVICE PLAN	3,080.29
Check	09/16/2024	334812 Accounts Payable	VIVID CLEAR RX INC	121,174.05
Check	09/16/2024	334813 Accounts Payable	VOIANCE LANGUAGE SERVICES LLC	164.60
Check	09/16/2024	334814 Accounts Payable	WEST DES MOINES CHAMBER OF COMMERCE	2,785.00
Check	09/16/2024	334815 Accounts Payable	WEX BANK	733.21
Check	09/16/2024	334816 Accounts Payable	WHITE CAP LP	2,218.50
Check	09/16/2024	334817 Accounts Payable	WINCAN LLC	20,566.00
Check	09/16/2024	334818 Accounts Payable	ZOLL MEDICAL- NY	1,740.04
Check	09/16/2024	334819 Accounts Payable	BOWEN , GARY	18,337.50
Check	09/16/2024	334820 Accounts Payable	DALLAS COUNTY SHERIFF'S OFFICE	1,957.25
Check	09/16/2024	334821 Accounts Payable	RANKIN , TIMOTHY AND PAMELA	61,620.00
Check	09/16/2024	334822 Accounts Payable	SILO 9 PLAT 1 LLC	142,175.00
Check	09/16/2024	334823 Accounts Payable	ASPIRANT INC	975.00
Check	09/16/2024	334824 Accounts Payable	BCBS OF ILLINOIS	105.85
Check	09/16/2024	334825 Accounts Payable	BUISING , WILLIAM	290.00
Check	09/16/2024	334826 Accounts Payable	CLIA LABORATORY PROGRAM	248.00
Check	09/16/2024	334827 Accounts Payable	COPPLE , GWENN G	280.00
Check	09/16/2024	334828 Accounts Payable	COPPLE , STEVE	280.00
Check	09/16/2024	334829 Accounts Payable	FORD , MARK	200.00
Check	09/16/2024	334830 Accounts Payable	GEHA	607.75

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Check	09/16/2024	334831 Accounts Payable	GRIFFITHS , ROBERT	310.00
Check	09/16/2024	334832 Accounts Payable	HARRIS , HELEN	104.89
Check	09/16/2024	334833 Accounts Payable	HILLYARD , WILLIAM R	74.55
Check	09/16/2024	334834 Accounts Payable	HORN , JOEL	100.00
Check	09/16/2024	334835 Accounts Payable	IENZ , NATHANIEL	188.13
Check	09/16/2024	334836 Accounts Payable	JENNINGS , SARAH	90.23
Check	09/16/2024	334837 Accounts Payable	KUHN , SUSAN	250.00
Check	09/16/2024	334838 Accounts Payable	MIDAMERICAN ENERGY - PROJECTS	6,714.00
Check	09/16/2024	334839 Accounts Payable	POLLPETER , LARRY	496.50
Check	09/16/2024	334840 Accounts Payable	ROWLEY , RICHARD	275.00
Check	09/16/2024	334841 Accounts Payable	RPS TRUST	370.00
Check	09/16/2024	334842 Accounts Payable	VAN NIMWEGEN , KEITH	89.23
Check	09/16/2024	334843 Accounts Payable	WELLMARK BLUE CROSS	227.37
Check	09/16/2024	334844 Accounts Payable	AT&T MOBILITY	165.08
Check	09/16/2024	334845 Accounts Payable	AT&T MOBILITY	82.54
Check	09/16/2024	334846 Accounts Payable	CENTURYLINK	2,331.10
Check	09/16/2024	334847 Accounts Payable	CENTURYLINK	3,762.88
Check	09/16/2024	334848 Accounts Payable	CENTURYLINK	465.42
Check	09/16/2024	334849 Accounts Payable	MIDAMERICAN ENERGY	1,746.52
Check	09/16/2024	334850 Accounts Payable	MIDAMERICAN ENERGY	63,662.60
Check	09/16/2024	334851 Accounts Payable	MIDAMERICAN ENERGY	4,690.13
Check	09/16/2024	334852 Accounts Payable	MIDAMERICAN ENERGY	15,436.27
Check	09/16/2024	334853 Accounts Payable	MIDAMERICAN ENERGY	79,098.81
Check	09/16/2024	334854 Accounts Payable	MIDAMERICAN-CLIVE-WDM TL	1,458.88
Check	09/16/2024	334855 Accounts Payable	MIDAMERICAN-WDM-WAUKEE TL	167.60
Check	09/16/2024	334856 Accounts Payable	JAMES E BUEHRER AND AMY BETH BUEHRER	70,000.00
Check	09/16/2024	334857 Accounts Payable	SALLINGER , RYLEIGH	200.00
EFT	09/16/2024	14436 Accounts Payable	ABANTE MARKETING - ABSOLUTE SCREEN ART	379.96
EFT	09/16/2024	14437 Accounts Payable	ABC ELECTRICAL- BAKER GROUP	23,720.95
EFT	09/16/2024	14438 Accounts Payable	ADVANTAGE ASSET TRACKING CORPORATION	2,480.42
EFT	09/16/2024	14439 Accounts Payable	AECOM TECHNICAL SERVICES INC	20,753.58
EFT	09/16/2024	14440 Accounts Payable	AHLERS & COONEY PC	2,660.00
EFT	09/16/2024	14441 Accounts Payable	ALL STAR CONCRETE LLC	42,422.14

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Type	Date	Number Source	Payee Name	Transaction Amount
EFT	09/16/2024	14442 Accounts Payable	ALLIANCE CONSTRUCTION GROUP LLC	106,764.73
EFT	09/16/2024	14443 Accounts Payable	AMPLIMARK LLC	5,000.00
EFT	09/16/2024	14444 Accounts Payable	ARMOR UP AMERICA	789.00
EFT	09/16/2024	14445 Accounts Payable	ARMORED KNIGHTS INC	176.00
EFT	09/16/2024	14446 Accounts Payable	ARNOLD MOTOR SUPPLY LLP 39711	1,627.51
EFT	09/16/2024	14447 Accounts Payable	AUREON NETWORK SERVICES	7,020.17
EFT	09/16/2024	14448 Accounts Payable	B&H PHOTO & ELECTRONICS CORP	2,006.10
EFT	09/16/2024	14449 Accounts Payable	BAUER BUILT	1,379.81
EFT	09/16/2024	14450 Accounts Payable	BECKER ARENA PRODUCTS INC	2,212.25
EFT	09/16/2024	14451 Accounts Payable	BENJAMIN , SUZANNE	1,200.00
EFT	09/16/2024	14452 Accounts Payable	BEST PORTABLE TOILETS	2,069.00
EFT	09/16/2024	14453 Accounts Payable	BOETGER LAWNSCAPES LLC	29,114.36
EFT	09/16/2024	14454 Accounts Payable	BOOT BARN INC	427.50
EFT	09/16/2024	14455 Accounts Payable	BREWICK , MARK	402.00
EFT	09/16/2024	14456 Accounts Payable	BROCKWAY MECHANICAL & ROOFING	2,257.92
EFT	09/16/2024	14457 Accounts Payable	CHRISTIAN EDWARDS PRINT & GRAPHICS	334.30
EFT	09/16/2024	14458 Accounts Payable	CINTAS CORP	638.12
EFT	09/16/2024	14459 Accounts Payable	CIVIL DESIGN ADVANTAGE LLC	2,043.50
EFT	09/16/2024	14460 Accounts Payable	COMMUNICATION DATA LINK LLC	22,131.09
EFT	09/16/2024	14461 Accounts Payable	CONVERGINT TECHNOLOGIES LLC	57,403.69
EFT	09/16/2024	14462 Accounts Payable	CORN STATES METAL FABRICATORS INC	520.00
EFT	09/16/2024	14463 Accounts Payable	DES MOINES ASPHALT & PAVING	353,791.63
EFT	09/16/2024	14464 Accounts Payable	DOLL DISTRIBUTING LLC	1,532.81
EFT	09/16/2024	14465 Accounts Payable	ELDER CORPORATION	324,056.62
EFT	09/16/2024	14466 Accounts Payable	ELECTRIC PUMP- STARNET TECHNOLOGIES INC	407.50
EFT	09/16/2024	14467 Accounts Payable	ELECTRONIC ENGINEERING	32.00
EFT	09/16/2024	14468 Accounts Payable	EMC RISK SERVICES	1,926.93
EFT	09/16/2024	14469 Accounts Payable	EXCEL MECHANICAL INC	45,248.22
EFT	09/16/2024	14470 Accounts Payable	FELD FIRE	1,656.00
EFT	09/16/2024	14471 Accounts Payable	FLEXICARE INC	892.50
EFT	09/16/2024	14472 Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	155,527.37
EFT	09/16/2024	14473 Accounts Payable	FREEDOM TIRE & AUTO- AMES	1,048.12

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EFT	09/16/2024	14474 Accounts Payable	GENERAL TRAFFIC CONTROLS - AK BROWN ENT LLC	26,452.00
EFT	09/16/2024	14475 Accounts Payable	GENUS LANDSCAPE ARCHITECTS	2,893.07
EFT	09/16/2024	14476 Accounts Payable	GRAINGER INC	598.08
EFT	09/16/2024	14477 Accounts Payable	GROVE , NATHAN	407.00
EFT	09/16/2024	14478 Accounts Payable	HAHN , JENNIFER	432.23
EFT	09/16/2024	14479 Accounts Payable	HALL , RYAN	338.45
EFT	09/16/2024	14480 Accounts Payable	HEALTH CARE LOGISTICS INC	1,561.65
EFT	09/16/2024	14481 Accounts Payable	HENNING , CLAUDIA	500.00
EFT	09/16/2024	14482 Accounts Payable	HR GREEN CO	127,028.43
EFT	09/16/2024	14483 Accounts Payable	I&S GROUP INC - ISG	178,341.25
EFT	09/16/2024	14484 Accounts Payable	INROADS PAVING & MATERIALS	115.13
EFT	09/16/2024	14485 Accounts Payable	IOWA INTERSTATE RAILROAD LTD	439.43
EFT	09/16/2024	14486 Accounts Payable	IOWA WATER MANAGEMENT CORP	722.45
EFT	09/16/2024	14487 Accounts Payable	JACOBSEN , CODY	206.50
EFT	09/16/2024	14488 Accounts Payable	JCG LAND SERVICES INC	8,549.89
EFT	09/16/2024	14489 Accounts Payable	KIRKHAM MICHAEL & ASSOC	8,843.11
EFT	09/16/2024	14490 Accounts Payable	KRAMER SERVICE GROUP	286,822.73
EFT	09/16/2024	14491 Accounts Payable	LOGAN CONTRACTORS SUPPLY INC	2,425.01
EFT	09/16/2024	14492 Accounts Payable	LUNNING COACHING & CONSULTING	275.00
EFT	09/16/2024	14493 Accounts Payable	MACQUEEN EQUIPMENT LLC	2,246.16
EFT	09/16/2024	14494 Accounts Payable	MARTIN BROTHERS	6,951.41
EFT	09/16/2024	14495 Accounts Payable	MCANINCH CORPORATION	598,285.14
EFT	09/16/2024	14496 Accounts Payable	MCCLURE ENGINEERING COMPANY	42,020.00
EFT	09/16/2024	14497 Accounts Payable	MCMAHON , QUINN	1,356.25
EFT	09/16/2024	14498 Accounts Payable	METRO WASTE AUTHORITY	245,097.50
EFT	09/16/2024	14499 Accounts Payable	NINTH BRAIN SUITE LLC	433.00
EFT	09/16/2024	14500 Accounts Payable	NORTHLAND PRODUCTS - NORSOLV SYSTEMS	705.72
EFT	09/16/2024	14501 Accounts Payable	OSAM , JACLYN	45.00
EFT	09/16/2024	14502 Accounts Payable	OUTDOOR RECREATION PRODUCTS	193.00
EFT	09/16/2024	14503 Accounts Payable	PER MAR SECURITY SERVICES	9,961.42
EFT	09/16/2024	14504 Accounts Payable	RASMUSSEN , MATT	120.00
EFT	09/16/2024	14505 Accounts Payable	RELIABLE MAINTENANCE COMPANY	51,098.00
EFT	09/16/2024	14506 Accounts Payable	RELIANT FIRE APPARATUS INC	995.27
EFT	09/16/2024	14507 Accounts Payable	RENEWABLE ENERGY GROUP INC	25,277.25

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EFT	09/16/2024	14508 Accounts Payable	RHYTHM ENGINEERING LLC	225.00
EFT	09/16/2024	14509 Accounts Payable	RIEMAN MUSIC INC	180.00
EFT	09/16/2024	14510 Accounts Payable	RUSH , LAUREN	45.36
EFT	09/16/2024	14511 Accounts Payable	RUSSELL , CURTIS	206.50
EFT	09/16/2024	14512 Accounts Payable	RW EXCAVATING SOLUTIONS LC	39,263.50
EFT	09/16/2024	14513 Accounts Payable	SANCHEZ , GRETNA	380.00
EFT	09/16/2024	14514 Accounts Payable	SCHUMACHER ELEVATOR COMPANY	15,674.00
EFT	09/16/2024	14515 Accounts Payable	SCOTT , GEORGE	262.50
EFT	09/16/2024	14516 Accounts Payable	SHIVE-HATTERY INC	30,905.51
EFT	09/16/2024	14517 Accounts Payable	SITEONE LANDSCAPE SUPPLY LLC	1,234.64
EFT	09/16/2024	14518 Accounts Payable	SKATE DSM	1,300.00
EFT	09/16/2024	14519 Accounts Payable	SKOLD DOOR & FLOOR COMPANY INC	1,060.15
EFT	09/16/2024	14520 Accounts Payable	SNYDER & ASSOCIATES INC	1,909.25
EFT	09/16/2024	14521 Accounts Payable	SPORTSFIELD SPECIALTIES INC	2,180.00
EFT	09/16/2024	14522 Accounts Payable	STIVERS FORD	799.55
EFT	09/16/2024	14523 Accounts Payable	SWINTON , ASHLEE	2,615.38
EFT	09/16/2024	14524 Accounts Payable	TEAM SERVICES	15,752.43
EFT	09/16/2024	14525 Accounts Payable	TELLO ITS LLC	8,269.27
EFT	09/16/2024	14526 Accounts Payable	TSCHUDIN , JODI	1,485.00
EFT	09/16/2024	14527 Accounts Payable	UKG- KRONOS SAASHR INC	11,346.93
EFT	09/16/2024	14528 Accounts Payable	ULTIMATE AUTO WASH	20.00
EFT	09/16/2024	14529 Accounts Payable	UNEMIN , KELVIN	419.49
EFT	09/16/2024	14530 Accounts Payable	UNIFIRST CORPORATION	1,132.45
EFT	09/16/2024	14531 Accounts Payable	UNITE PRIVATE NETWORKS LLC	1,571.19
EFT	09/16/2024	14532 Accounts Payable	VAISALA INC	2,980.00
EFT	09/16/2024	14533 Accounts Payable	VAN WALL EQUIPMENT	464.60
EFT	09/16/2024	14534 Accounts Payable	WALFORD , CODY	26.86
EFT	09/16/2024	14535 Accounts Payable	WAYTEK INC	169.14
EFT	09/16/2024	14536 Accounts Payable	WHKS & CO	59,182.16
EFT	09/16/2024	14537 Accounts Payable	XTREME TREE	8,354.85

WB VENDOR DISB WB Vendor Disbursement Totals:

Transactions: 292

\$5,549,857.95

Checks:	190	\$2,484,651.91
EFTs:	102	\$3,065,206.04

City of West Des Moines
Payment Register

From Payment Date: 08/20/2024 - To Payment Date: 10/06/2024

Number	Date	Payee Name	Transaction Amount
495	08/29/2024	VOYA BENEFITS COMPANY LLC	7,445.54
496	09/05/2024	VOYA BENEFITS COMPANY LLC	3,623.06
497	09/05/2024	VOYA BENEFITS COMPANY LLC	388.10
498	09/10/2024	VOYA BENEFITS COMPANY LLC	838.95
14431	08/26/2024	DELTA DENTAL OF IOWA	11,716.42
14433	09/09/2024	DELTA DENTAL OF IOWA	5,221.34
14434	08/31/2024	WELLMARK BLUE CROSS	204,265.80
14435	09/06/2024	WELLMARK BLUE CROSS	125,788.83
201267	08/30/2024	60TH STREET III LC - KEITH DENNER	1,000.00
201268	08/30/2024	COLONIAL VILLAGE APARTMENTS	1,000.00
201269	08/30/2024	HAMLET APARTMENTS	1,000.00
201270	08/30/2024	MIDAMERICAN ENERGY- HS	298.02
201271	08/30/2024	MIDAMERICAN ENERGY- HS	722.14
201272	08/30/2024	MIDAMERICAN ENERGY- HS	312.66
201273	08/30/2024	NORMANDY TERRACE	835.00
201274	08/30/2024	WEST DES MOINES WATER WORKS- HS	228.03
201275	08/30/2024	SUN PRAIRIE APARTMENTS - KEITH DENNER	1,000.00
201276	09/05/2024	AMFP V WELLINGTON LLC	1,000.00
201277	09/05/2024	AMFP V WELLINGTON LLC	1,000.00
201278	09/05/2024	CHAPEL RIDGE WEST I	940.00
201279	09/05/2024	DEHOOGH, AUSTIN	1,000.00
201280	09/05/2024	MIDAMERICAN ENERGY- HS	234.25
201281	09/05/2024	POINTE ON 88TH	678.00
201282	09/05/2024	R & R INVESTORS LTD- CCVI LLC	676.94
201283	09/05/2024	SUN PRAIRIE APARTMENTS - KEITH DENNER	456.00
201284	09/05/2024	TIMAK INVESTMENT IV LC - KEITH DENNER	543.00
201285	09/05/2024	WEST DES MOINES WATER WORKS- HS	232.18
			372,444.26

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

ITEM: Approval of Liquor Licenses

DATE: September 16, 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. Apple Corps, L.P., d/b/a Applebee's Neighborhood Grill & Bar, 6190 Mills Civic Parkway - Class C Retail Alcohol License - Renewal
2. Thawee Wathana, LLC d/b/a Banana Leaf Asian Bistro, 5515 Mills Civic Parkway, Suite 140 - Special Class C Retail Alcohol License - Renewal
3. TenX Adventures 2, LLC d/b/a The Hall, 111 South 11th Street - Class C Retail Alcohol License with Outdoor Service and Catering Privileges - Renewal
4. Envision Homes, LLC d/b/a Heart of Iowa Marketplace, 211 5th Street - Special Class B Retail Native Wine License - Renewal
5. Kinseth Hospitality Company, Inc. d/b/a Holiday Inn Express & Suites, 240 Jordan Creek Parkway - Class C Retail Alcohol License - Renewal
6. Ingersoll Liquor & Beverage Co., d/b/a Ingersoll Wine Merchants, 1300 50th Street, Suite 200 - Class E Retail Alcohol License - Renewal
7. Kum & Go, LC, d/b/a Kum & Go #532, 5901 Mills Civic Parkway, Building 2000 - Class E Retail Alcohol License - Renewal
8. Kum & Go, L.C. d/b/a Kum & Go #1074, 330 Jordan Creek Parkway - Class E Retail Alcohol License - Renewal
9. 52 Gracedieu DBA Memory Lane Antiques, LLC d/b/a Memory Lane Antiques Collectibles & Gifts, 208 5th Street - Class B Native Wine Permit with Sunday Sales - Renewal
10. Tallgrass Theatre Company d/b/a Tallgrass Theatre Company, 2019 Grand Avenue, Suite 100 - Special Class C Retail Alcohol License - Renewal
11. InterMountain Management, LLC d/b/a TownePlace Suites, 125 South 68th Street - Class C Retail Alcohol License - Renewal
12. Pint of No Return, LLC d/b/a Tuddy's Tavern, 6240 Mills Civic Parkway - Class C Retail Alcohol License with Outdoor Service - Renewal
13. Your Private Bartender, LLC d/b/a Your Private Bar, 1701 25th Street (Events Center West) - Class C Retail Alcohol License with Catering Privileges - Renewal

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

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

DATE: September 16, 2024

ITEM: Motion - Approval of Order for Violation of Alcohol Laws
Dave & Buster’s of Iowa, LLC d/b/a Dave & Busters – First violation

FINANCIAL IMPACT: \$500 (positive impact to City)

BACKGROUND:

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

On or about July 12, 2024, an employee of Dave & Buster’s of Iowa, LLC d/b/a Dave & Buster (“Permittee”), 190 South Jordan Creek Parkway, West Des Moines, License Number LC0049857, was cited for selling alcoholic beverages to a person under 21 years of age. The Office of the City Attorney sent a notice of the violation to the Permittee. Since that time, said Permittee returned payment of the fine for its alcohol violation.

The penalty for a first violation is a \$500 civil penalty against the Permittee.

OUTSTANDING ISSUES (if any):

RECOMMENDATION:

It is recommended that the City Council approve the Order and accept payment of the fine regarding the above-referenced violation of alcohol law.

Lead Staff Member: Bharabi Pandit, Assistant City Attorney I

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			
Date Reviewed			
Recommendation	Yes	No	Split

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

DATE: September 16, 2024

ITEM:

Motion - Approval to Sell Surplus City Equipment

FINANCIAL IMPACT:

Approximate revenue to the General Fund of \$37,000.

BACKGROUND:

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

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

APPROXIMATE VALUE \$37,000.00

1	Unit 367A 2006 Ford F-350 – Vin 1FDWF37Y06EA66710 - \$14,000
1	Unit 511B 2019 Ford Explorer – Vin 1FM5K8AR4KGB15492 - \$5,000
1	Unit 539E 2020 Ford Explorer – Vin 1FM5K8AB7LGB67459 - \$8,000
1	Unit 546D 2017 Ford Explorer – Vin 1FM5K8AR6HGC26165 - \$5,000
1	Unit 584G 2018 Ford Explorer – Vin 1FM5K8AR8JGB93207 - \$5,000




RECOMMENDATION:

City Council Approve:

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

Lead Staff Member: Rian Rasmussen, Fleet Manager



Department Director	Gary Rank, Interim Public Services Director	
Appropriations/Finance	Tim Stiles, Finance Director	
Legal		
Agenda Acceptance		

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

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

DATE: September 16, 2024

ITEM: Motion to Approve the Conflict Waiver with Ahlers & Cooney, P.C. regarding Waukee Community School District

FINANCIAL IMPACT: Unknown

SYNOPSIS: Ahlers & Cooney, P.C. which represents the City on matters relating to urban renewal/economic development matters, has advised that they have been recently asked to represent Waukee Community School District (“Waukee”) on various real estate matters concerning the review, revision, and negotiation of an infrastructure and development agreement for the construction of Bridgewood Boulevard near the Waukee’s new high school site. As the City will be a party to this agreement, Ahlers & Cooney’s proposed representation of the City and Waukee presents an ethical conflict.

To formally disclose and remedy that situation Ahlers & Cooney, P.C. has prepared a consent and waiver letter for signature by the City. The Waukee Community School District will also be asked to sign a similar consent.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Acknowledge and accept the consent and authorize the Mayor to sign the consent on behalf of the City and direct the City Clerk to attest to the Mayor's signature.

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 <i>RF</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	None		
Date Reviewed			
Recommendation			



Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
Nathan J. Overberg
515.246.0329
noverberg@ahlerslaw.com

August 23, 2024

Via Email ryan.moffatt@wdm.iowa.gov
Ryan Moffatt
Community and Economic Development Director
City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265

RE: Conflict Waiver Request – Bridgewood Boulevard Development Agreements

Dear Ryan:

This Firm has been asked to represent the Waukee Community School District (the “District”) to review, revise, and negotiate the terms of an infrastructure development and reimbursement agreement for the construction of Bridgewood Boulevard near the District’s new high school site. The City of West Des Moines, Iowa (the “City”) will be a party to this agreement and we understand the City will be represented by the City Attorney’s office related thereto. As you know, our firm also currently represents the City on certain matters unrelated to this agreement, such as economic development and finance matters (“City Representations”). The purpose of this letter is to inform you that the proposed representation of the District and the City Representations present an ethical conflict of interest for our firm, and to seek the consent of the City to our representation of the District in this matter.

While this work is not within the scope of the City Representations and I will not personally be working on the matter for the District, this representation is a concurrent conflict of interest under the ethical standards governing the practice of law in Iowa. From a legal perspective, a concurrent conflict of interest exists under Iowa rules if (1) *the representation of one client will be directly adverse to another client*; or (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer’s responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer. We know that the second condition stated above does not apply to this situation, but our firm’s representation of the District on the matter will be directly adverse to City because they are concurrent representations.

The state’s ethical rules allow a law firm to concurrently represent two adverse parties if (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another represented by the lawyer in the same litigation or other proceeding before a tribunal; and (4) each affected client gives informed consent, confirmed in writing. We believe confidently that our attorneys will be able to provide competent and diligent representation to each of their affected clients as the

Error! Reference source not found.

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matters being addressed are totally unrelated, the representation is not prohibited by law, and there will not be an assertion of a claim as described. The purpose of this letter is to seek the written consent of the City to proceed with our representation of the District on the matter. We are requesting the same from the District.

Please be aware that the Rules of Professional Conduct require that we represent all our clients with diligence and that we protect and maintain their confidences. Accordingly, we will not disclose or use any confidential information that we may have acquired about either party to the other in our prior or ongoing representation of the parties.

In deciding whether to consent, you should consider how our representation as described above could or may affect you. For example, clients that are asked to waive or consent to conflicts should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information or other proprietary matters will be used adversely to them due to the conflict. Although you are not required to do so, we recommend that you seek the advice of a lawyer outside of our Firm if you have any questions or concerns about whether you should sign this conflict waiver.

Please feel free to contact me with any questions or concerns. If the City consents to the concurrent representation, please so indicate below and return a copy of this fully executed letter to my attention. Thank you.

Very truly yours,

AHLERS & COONEY, P.C.



Nathan J. Overberg

NJO: mp

Error! Reference source not found.

Page 3

The City Council of the City of West Des Moines, Iowa waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the Waukee Community School District with respect to the above-referenced transaction despite the separate City Representation with the City of West Des Moines, Iowa.

Dated this ___ day of _____, 2024.

CITY OF WEST DES MOINES, IOWA

By: _____
Russ Trimble, Mayor

02395963\13379-000

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

DATE: September 16, 2024

ITEM:

Motion – Approving Change Order #5
Raccoon River Pedestrian Bridge at Raccoon River Park
IDOT No. EDP-8260(653)--7Y-77

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$7,856,036.77	March 6, 2023	Original
Change Order #1	\$14,405.60	May 15, 2023	Temporary trail
Change Order #2	\$4,715.60	June 19, 2023	Trail aggregate & temp fence
Change Order #3	\$7,164.38	November 6, 2023	H-pile splicing & potholing
Change Order #4	\$24,344.08	July 1, 2024	Miscellaneous
Change Order #5	\$426,599.67	Pending	
Total	\$8,333,266.10		

Costs for these change order items will be paid from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Local Option Sales and Services Tax (LOSST), forgivable loan from the General Fund with repayment using LOSST or Hotel/Motel Tax revenue, Private Donations, Polk County, Federal Surface Transportation Block Grant (STBG) Set Aside Funds awarded through the Des Moines Area Metropolitan Planning Organization (MPO), and Federal Highway Infrastructure Program Funds as part of the 2022 Consolidated Appropriations Act.

BACKGROUND:

The project includes the construction of a new pedestrian bridge over the Raccoon River connecting the Raccoon River Park area to the Walnut Woods State Park area. This is one of the Five Waters projects identified as part of the Local Option Sales Tax campaign. The project includes modifications to the existing multi-use trail within the Raccoon River Park as well as an extension of multi-use trail on the south side of the Raccoon River to connect to SE Walnut Woods Drive and/or Walnut Woods State Park. A website has been set up to allow the public to monitor the progress of the project and routine drone flights have been posted throughout construction for those interested in seeing the progress.

During construction it was discovered that the elevations pertinent to the center three (3) bridge piers were in error. It was later determined that there was an error in interpreting the field survey data. The field survey error affected the final design of several bridge

components and ultimately required a substantial change in the construction of the pedestrian bridge. Negotiations between the Contractor, Consultant, and the City took place over the last several months. In the end, it was determined that the value of the changes equated to \$426,599.67 and this is being presented to the City Council as Change Order #5. It was also estimated that had this additional work been included with original bid, the work would have cost approximately \$382,113.96. The Consultant has agreed to reimburse the City the difference of these two values equating to \$44,485.71 (0.5% of the current project construction cost). The Consultant tracked their time and expenses related to these design errors and estimates that they have spent nearly \$85,000 (not billed to project) that they will not seek compensation for. In addition, the Consultant is approaching their not-to-exceed fee limit of their Professional Services Agreement, but has agreed not to seek an Amendment for any additional work that will be required of them to complete the scope of the project to the satisfaction of the City. City Staff recommend approval of Change Order #5.

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Motion Approving Change Order #5 for the Raccoon River Pedestrian Bridge at Raccoon River Park.

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	September 9, 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
 Engineer
 Contractor
 Other

Contractor: **Herberger Construction Company Inc.**
P.O. Box 326
2508 West 2nd Ave.
Indianola, IA 50125

Project Title	Raccoon River Pedestrian Bridge at Raccoon River Park	
WDM Project File Number	0510-030-2018	
Purchase Order Number	2023-00000683	
Orig. Contract Amount & Working Days	\$7,856,036.77	215 Working Days
Change Order Number	5	
Date	September 16, 2024	

THE CONTRACT IS CHANGED AS FOLLOWS:

Item 0200A - "PILES, STEEL, HP 14X73" (2501-0201473). This item includes H-piles for revised design on pier 2, 3 and 4. Work shall include furnishing, erecting, splicing, and driving piles.

Item 0510A - "VEGETATED, REVETMENT, CLASS E" (2599-9999020). This item to include all additional vegetated revetment required to protect larger footings detailed in Plan Change #1 & #2. Bid item to include all soil, seed, revetment, granular bedding, live staking, equipment, and labor necessary to install vegetated revetment.

Item 8011 - Add item for "STRUCTURAL CONCRETE (BRIDGE), FOOTING" (2403-0100010). Addition of quantity beyond the estimated concrete quantities provided to the contractor at the time of bidding. Unit price includes only the additional concrete, and labor to install additional concrete. Costs for steel reinforcing, forms, excavation and initial labor are included in line item 0180 Pre-engineered Steel Truss Bridge, 620' x 14', Six Span.

Item 8012 - Add item for "STRUCTURAL CONCRETE (BRIDGE), PIERS 2, 3, 4" (2403-0100010). Additional structural concrete required for piers 2, 3 & 4 required after Plan Change #1 & #2. Unit price includes additional concrete, steel reinforcing, excavation, and labor required for expanded footing and pier.

Item 8013 - Add item for "ADDITIONAL MOBILIZATION FOR TEMPORARY CONSTRUCTION FENCE" (6100-2533010). Additionally, mobilization for installation of temporary fencing adjacent to Hidden Valley Soccer Complex. Property owner requested temporary fencing be extended further into wooded areas to deter any trespassing. As the temporary fencing had already been placed, the contractor needed to make an additional mobilization to site to place the additional fence.

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
0200A	PILES, STEEL, HP 14 X 73	LF	\$86.00	440.00	\$37,840.00
0510A	VEGETATED, REVETMENT, CLASS E	TON	\$120.00	81.92	\$9,830.40
8011	STRUCTURAL CONCRETE (BRIDGE), FOOTING	CY	\$956.89	80.20	\$76,742.58
8012	STRUCTURAL CONCRETE (BRIDGE), PIERS 2, 3, 4	CY	\$2,198.12	137.40	\$302,021.69
8013	ADDITIONAL MOBILIZATION FOR TEMPORARY CONSTRUCTION FENCE	LS	\$165.00	1.00	\$165.00
TOTAL					\$426,599.67

CHANGE ORDER SUMMARY

The Original Contract Sum was	\$7,856,036.77
Net Change by previously authorized Change Orders	\$50,629.66
The Contract Sum prior to This Change Order was	\$7,906,666.43
The Contract Sum will be revised by this Change Order in the amount of	\$426,599.67
The new Contract Sum including this Change Order will be	\$8,333,266.10
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)	6.07%
The Original Working Day Allocation was	215 Days
Net Change by previously authorized Change Orders	7 Days
The Contract Time will be revised by this Change Order by	30 Days
The Working Day Allocation as of the date of this Change Order therefore is	252 Days

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

Contractor: Herberger Construction Company, Inc.	Recommended By: Shive-Hattery	Checked By: City of West Des Moines
Signature: <i>Elias Else</i>	Signature: <i>Patrick Watts</i>	Signature: <i>Brian Hemesath</i>
Name: Elias Else	Name: Patrick Watts	Name: Brian Hemesath
Title: Project Engineer	Title: Civil Engineer	Title: City Engineer
Date: Sep 9, 2024	Date: Sep 6, 2024	Date: Sep 10, 2024

Owner: City of West Des Moines

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

Signature: Russ Paramore
Russ Paramore (Sep 10, 2024 07:42 CDT)

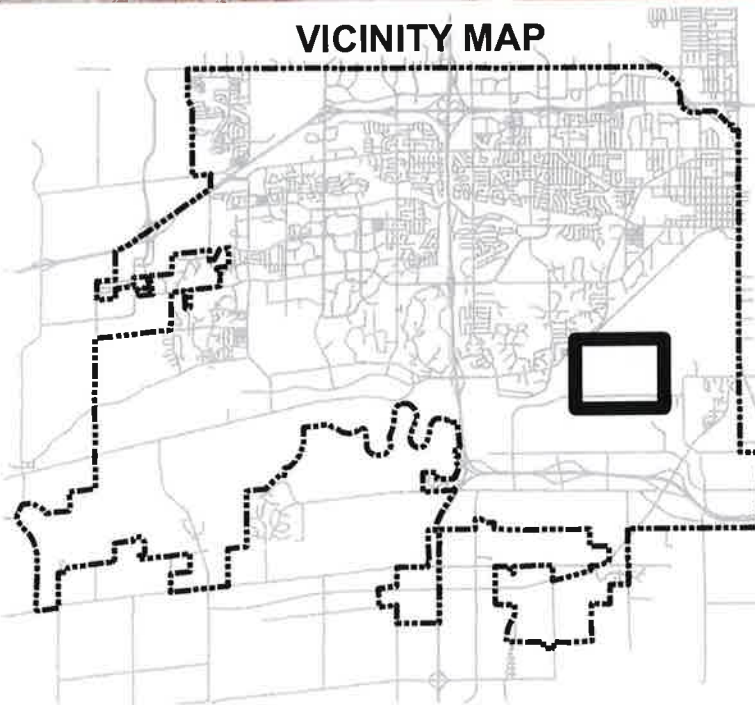
Email: russ.paramore@wdm.iowa.gov

Signature: Jason Schlickbernd
Jason Schlickbernd (Sep 10, 2024 07:59 CDT)

Email: jason.schlickbernd@wdm.iowa.gov



VICINITY MAP



LEGEND

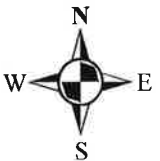
PROJECT LOCATION



PEDESTRIAN BRIDGE



TRAIL REALIGNMENT



PROJECT:

Raccoon River Pedestrian Bridge

LOCATION:

Exhibit "A"

DRAWN BY: JPM

DATE: 2/15/2022

PROJECT NUMBER/NAME: 0510-030-2018

SHT. 1 of 1

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

DATE: September 16, 2024

ITEM:

Motion – Approving Amendment No. 1 to Professional Services Agreement
Fire Administration Building – Exterior Improvements

FINANCIAL IMPACT:

The original Professional Services Agreement included a maximum fee of \$9,800 for Basic Services of the Consultant and \$3,200 for Resident Consultant Services. Amendment No. 1 increases the Basic Services of the Consultant by \$2,400.00 and the Resident Consultant Services by \$2,600.00. The new maximum not-to-exceed fee thus becomes \$18,000.00. 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.

BACKGROUND:

Studio Melee, L.L.C. (dba Studio Melee) is working under an existing Agreement dated April 1, 2024, to perform the professional services necessary for the removal and replacement of the fascia and soffits, removal and replacement of the rear (west) canopy/awning, refurbishment of the historic garage door bollards, and modifications to the exterior lighting/electrical at the Fire Administration Building located at 318 5th Street.

Order Construction for the project was approved by City Council on August 5, 2024. No bids were received on August 21, 2024. City Council was notified on September 3, 2024 that there would be no construction contract awarded for this project due to no bids being received. City Staff recommended at that time that the project be broken up into 2-3 smaller bid packages, allowing City Staff to seek competitive quotations for each.

Amendment No. 1 includes additional Basic Services of the Consultant and Resident Consultant Services to accommodate breaking the project up into potentially 2-3 smaller bid packages, assisting with gathering the necessary quotations, and assisting with administration of multiple construction contracts. City Staff will report back to City Council once quotations are received. Completion of the project will likely be delayed until Summer 2025.

The parking lot repairs, sidewalk repairs, replacement of the access stairs/ramps, and handrail replacement at the Fire Administration Building will be handled with the 2024 Parking Lot Repair Program Phase 2. These are the last of the remodel items necessary at this facility at this time.

The Engineering Services Department retains professional consultants based on their past work experience, qualifications of their staff, familiarity with the project, staffing

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

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 1 to Professional Services Agreement for the Fire Administration Building – Exterior Improvements.

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	September 9, 2024		
Recommendation	Yes	No	Split

AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AMENDMENT is made and entered into this 16th day of September, 2024, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and MELEE, L.L.C. (d/b/a "Studio Melee"), (Fed. I.D. #46-4949004), 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 April 1, 2024 as follows:

1. SCOPE OF SERVICES

The Scope of Services as described in the original Agreement for the Fire Administration Building – Exterior Improvements (Project No. 0510-019-2024), Attachment 1 are amended as follows:

Modify original construction documents package (issued August 5, 2024) to breakout documents into three separate competitive quote packages; 1) fascia, soffit, and related exterior lighting, 2) rear canopy & structure, masonry rework, and related exterior lighting, 3) bollard refurbishment.

- Construction Documentation:

- o Modify construction drawings to separate work scopes into three separate competitive quote drawing packages as identified above.
- o Modify specification front ends to reflect competitive quote process. Note that one specification manual will be used for all three drawing sets (competitive quote packages).
- o Review the final construction documents with the Owner.

- Bidding:

- o Assist in project notification to interested contractors and distribution of Construction Documents to relevant bidders for competitive quotes (digitally).
- o Review questions from bidders and provide responses.
- o Review requests for substitutions and make decisions on whether substitutions are acceptable.
- o Prepare addenda.
- o Compile competitive quote tabulation for each package after bids have been received (digitally).
- o Review competitive quote tabulation with the Owner, assist in contractor selection, and assist with securing construction contract documents from the low bidder.

2. SCHEDULE

The Project Schedule of the professional services as described in the original Agreement, Attachment 2 is amended as follows:

September 16, 2024:	PSA Approval
October 1, 2024:	Solicit Competitive Quote Packages
October 24, 2024:	Competitive Quotes Received
November 4, 2024:	Approval of Contract Agreements – City Council Meeting

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	\$9,800.00	\$0.00	\$2,400.00	\$12,200.00
II. Resident Consultant Services	<u>\$3,200.00</u>	<u>\$0.00</u>	<u>\$2,600.00</u>	<u>\$5,800.00</u>
Total Services	\$13,000.00	\$0.00	\$5,000.00	\$18,000.00

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

MELEE, L.L.C (d/b/a "Studio Melee")

BY:



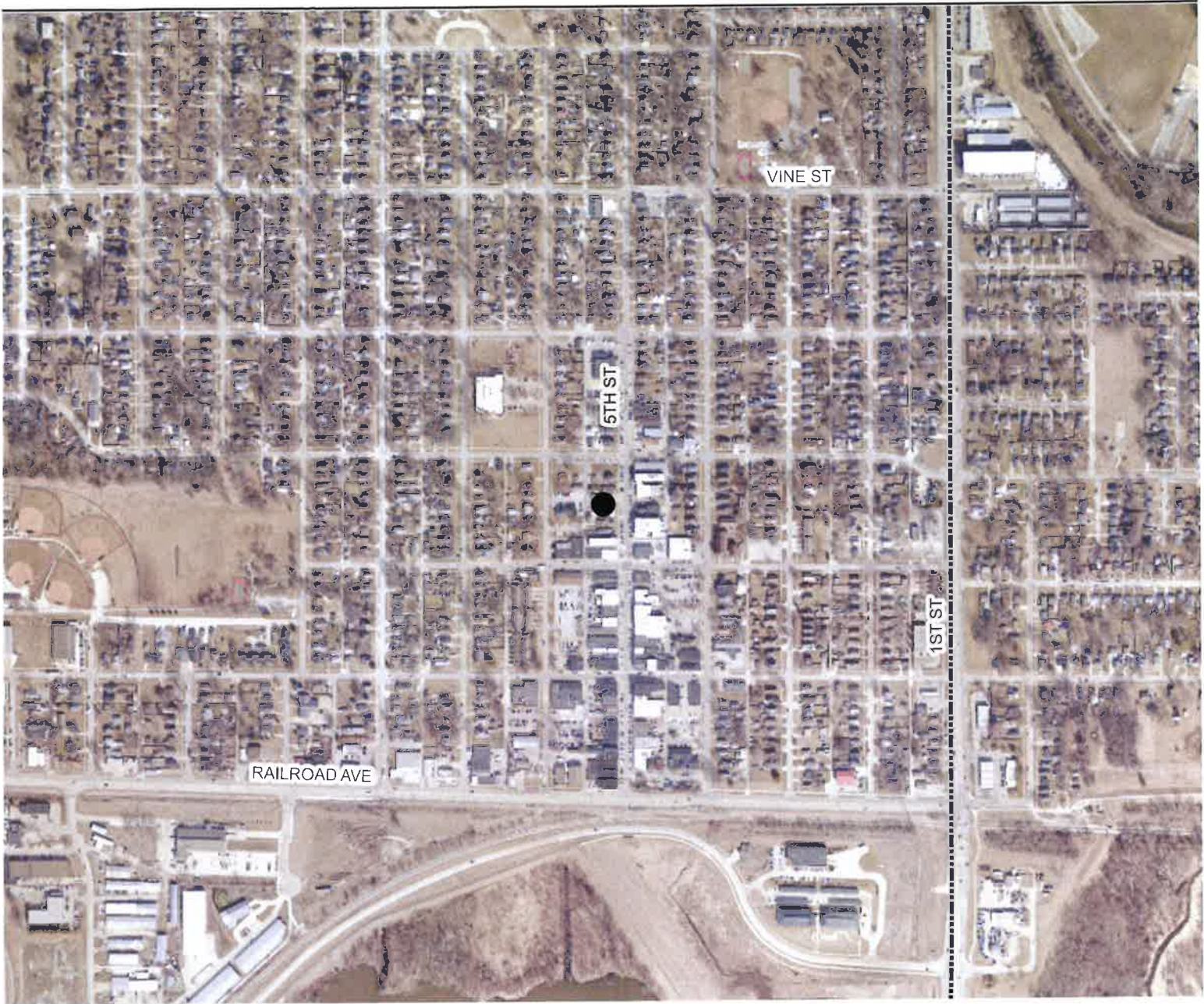
 Curtis Ehler, Architect

Digitally signed by Curtis Ehler
 DN: C=US, E=curtis@studiomelee.com, O="MELEE, LLC (dba: Studio MELEE)", CN=Curtis Ehler
 Date: 2024.09.03 11:22:15-05'00'

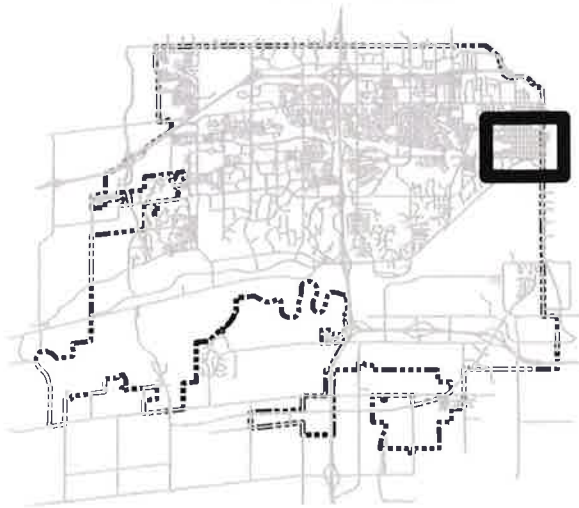
CITY OF WEST DES MOINES

BY:

 Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Fire Administration Building, Exterior Improvements

LOCATION:

318 5th Street

DRAWN BY: JPM

DATE: 3/18/2024

PROJECT NUMBER/NAME: 0510-019-2024

SHT. 1 of 1

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

DATE: September 16, 2024

ITEM:

Motion – Approving Amendment No. 1 to Construction Contract
2023 Parking Lot Repair Program

FINANCIAL IMPACT:

The original Construction Contract was awarded to Brothers Cleaning Corporation (dba Brothers Concrete) in the amount of \$400,687.50. Amendment No. 1 decreases the Construction Contract to approximately \$70,677.50, but this estimate could fluctuate slightly as Brothers Concrete will be paid for all work satisfactorily completed to date. All costs for these services can be paid from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

Brothers Cleaning Corporation (dba Brothers Concrete) is working under an existing Construction Contract dated April 1, 2024 for the 2023 Parking Lot Repair Program. The project was to include Portland Cement Concrete (PCC) patching, installation of subdrain, and associated work for the repair of the parking lots at Public Safety Station No. 18 located at 5025 Grand Avenue, Public Safety Station No. 19 located at 8055 Mills Civic Parkway, Public Safety Station No. 22 located at 1801 68th Street, and the Fire Administration Building located at 318 5th Street as well as the sidewalk/pavers adjacent to 325 5th Street and portions of the 5th-6th Street alley in the 200 Block (Maple Street to Elm Street). The project was to be completed by October 18, 2024. Only work at Public Safety Station No. 22 has been completed to date.

Based on poor performance, inability to routinely meet project Specifications, and negative impacts to building occupants, City Staff have negotiated Amendment No. 1 to the Construction Contract with Brothers Concrete. Brothers Concrete will be paid for work satisfactorily completed to date at Public Safety Station No. 22, but work at the remainder of the locations specific to this project are being removed from the scope of work. Brothers Concrete's performance bond is being reduced appropriately. Both parties agree that no liquidated damages will apply as long as all work is completed at Public Safety Station No. 22 within thirty (30) days of approval of this Amendment No. 1. Acceptance of Work, including acceptance of a 4-year maintenance bond for work completed, will be presented to City Council at a later date.

City Staff intend to re-bid work removed from this project and it will be further referenced as the 2024 Parking Lot Repair Program Phase 2 going forward. Order Construction for this re-bid work is being presented to City Council for approval at the September 16, 2024 meeting.

As part of this amendment, Brothers Concrete has agreed not bid on any City of West Des Moines projects for a period of 5 years.

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 1 to Construction Contract for the 2023 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	September 9, 2024		
Recommendation	Yes	No	Split

AMENDMENT NO. 1 TO THE CONSTRUCTION CONTRACT

This AMENDMENT is made and entered into as of the date it is signed by both parties, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and BROTHERS CLEANING CORPORATION (DBA BROTHERS CONCRETE), a professional corporation incorporated and licensed under the laws of the State of Iowa, hereinafter referred to as "Contractor". The Parties hereby amend the original Construction Contract dated ~~March 18, 2024~~ as follows:

April 1, 2024

April 1, 2024

WHEREAS, the parties entered into a Construction Contract on ~~March 18, 2024~~ for the 2023 Parking Lot Repair Program (Project No. 0510-010-2023), attached hereto and incorporated herein as Attachment 1 ("the Construction Contract");

WHEREAS, Section 21.1 of the Regulations of the Contract authorizes the City to alter or deduct from the work originally identified in the Agreement and adjust the contract sum accordingly; and

WHEREAS, the City, pursuant to Section 21.1 of the Construction Contract, has elected to modify the scope of the original Construction Contract to reduce the number of locations where work is to occur and reduce the contract sum accordingly.

The Parties hereby agree to amend the Construction Contract as follows:

1. PROJECT SPECIFICATIONS AND PROJECT PLANS

- a. Exhibit A (attached) identifies locations where construction shall be completed by Contractor in green (Fire Station No. 22, 1801 68th St.) provided in the Construction Contract. Contractor agrees to complete all construction in conformance with the covenants, conditions and terms of the Construction Contract at those locations identified in green on Exhibit A (Fire Station No. 22, 1801 68th St.).
- b. Exhibit A identifies in red those locations that are now removed from the scope of the Construction Contract by virtue of this Amendment. Contractor shall not commence or engage in any construction activities at those locations. Contractor acknowledges and agrees that Contractor is not entitled to payment or compensation of any kind related to or associated with the locations identified in red on Exhibit A. Contractor further acknowledges and agrees that any compensation or payment owed to Contractor pursuant to the Construction Contract shall be reduced to account for the reduced scope of work as illustrated in Exhibit A (See Section 3, Compensation, below).
- c. When completing construction at the locations identified in Exhibit A, Contractor shall duly and faithfully observe, perform, fulfill, and abide by the terms, covenants, conditions, and terms of the Construction Contract, except as specifically modified by this Amendment.
- d. In the event that Contractor fails to comply with the terms of this Amendment, or the terms of the original Construction Contract, as amended herein, the City of West Des Moines has the right to and will seek all remedies available under the Construction Contract, including, but not limited to, seeking compensation under the performance bond.

2. SCHEDULE

- a. Contractor shall diligently and competently complete all construction pursuant to the Construction Contract, as amended herein, within thirty (30) days of the effective date of this Construction Contract. Contractor further agrees that all construction shall be completed in conformance with all covenants, conditions, and terms of the Agreement, except where expressly modified by this Amendment.

- b. Contractor acknowledges and agrees that if Contractor fails to complete construction within thirty (30) days as set forth in paragraph (a) above, the City of West Des Moines has the right to and will seek liquidated damages as set forth in the original Construction Contract, along with all other remedies provided in the Construction Contract, including, but not limited to, compensation under the performance bond.

3. COMPENSATION

- a. Pursuant to section 21.1 of the Agreement, the contract sum shall be reduced to account for the reduction in work as set forth in this Amendment.

4. FUTURE BIDDING ON CITY OF WEST DES MOINES PROJECTS

- a. Contractor agrees to refrain from bidding on any projects put out for public bid by the City of West Des Moines for a period of not less than five (5) years from the effective date of this Amendment.

5. APPROVAL BY WEST DES MOINES CITY COUNCIL

- a. The parties acknowledge and agree that this Amendment does not become effective unless and until it is approved by the City Council of West Des Moines.

Except where expressly modified by this Amendment, all other covenants, conditions, and terms of the Construction Contract shall remain in full force and effect. This AMENDMENT together with the original Construction Contract and associated documents, represents the entire and integrated CONSTRUCTION CONTRACT between the Parties, as executed on the date of the final signature below.

BROTHERS CLEANING CORPORATION
(DBA BROTHERS CONCRETE)

BY: JOSE VALERO
Jose Valero, Owner

DATED: 9/9/2024

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

DATED: _____

CONTRACT

The term "Contract Documents" means and includes the following:

- A. Notice of Hearing and Letting
- B. Instructions to Bidders
- ~~C. Federal Aid and Supplemental Instructions to Bidders~~
- D. Proposal
- E. Bid Bond
- F. Contract
- G. Performance Bond
- H. Regulations of the Contract
- I. Supplemental Regulations of the Contract
- J. Special Conditions
- K. Detailed Specifications
- L. Plans Numbered A.01-D.09
- M. Standard Drawings
- N. Addenda Number 0 through 1.
- O. Change Orders Number ____ through ____.
- P. Notice to Proceed

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this Agreement first above written.

CONTRACTOR:

CITY OF WEST DES MOINES, IOWA

Brothers Cleaning Corporation, DBA
Brothers Concrete

By: Ryan T. Jacobson
Ryan T. Jacobson
City Clerk

By: JOSE VALERO

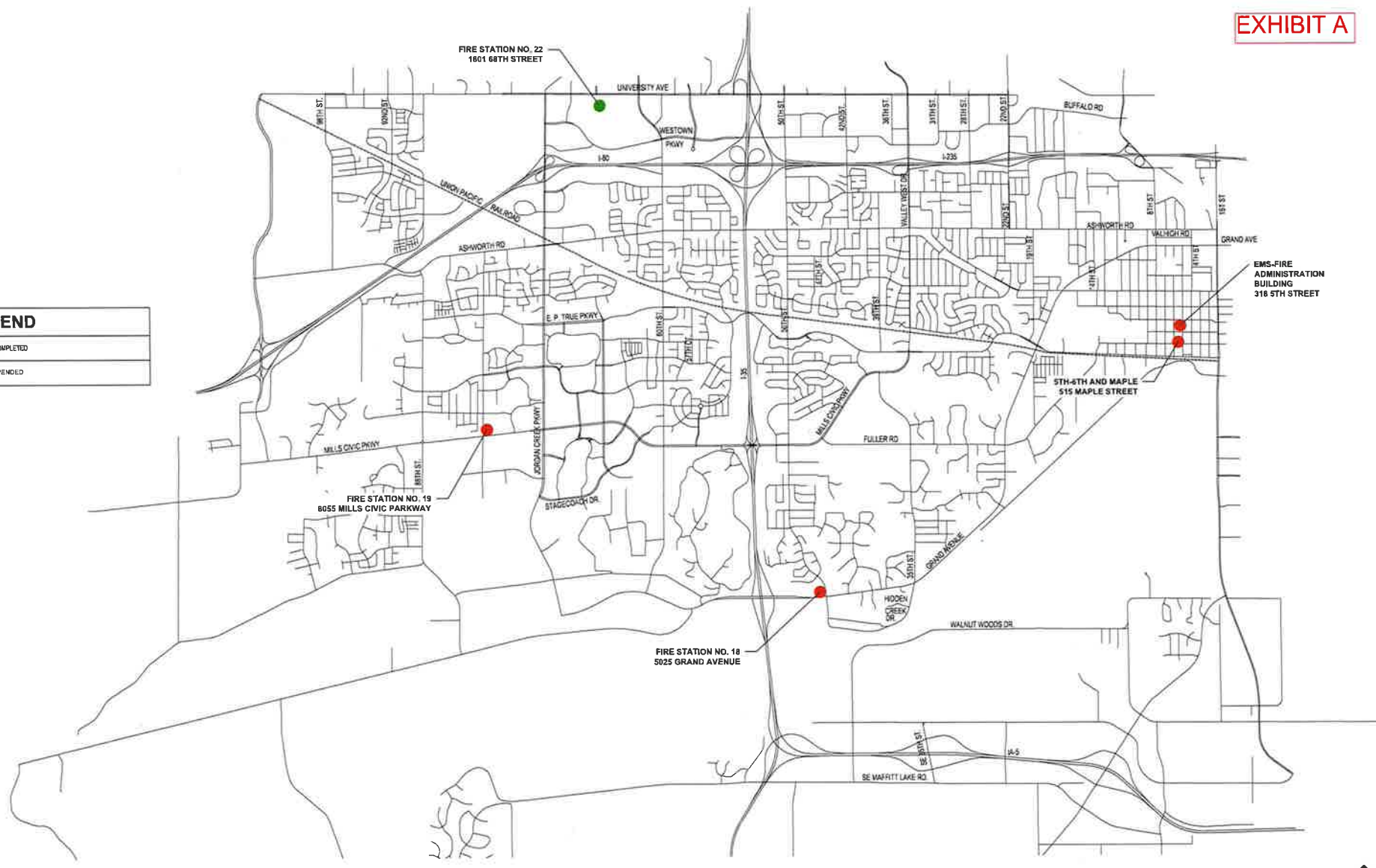
Title: OWNER

ATTEST:

By: Jose Canino

Title: Project Manager

LEGEND	
	LOCATION TO BE COMPLETED
	LOCATIONS SUSPENDED

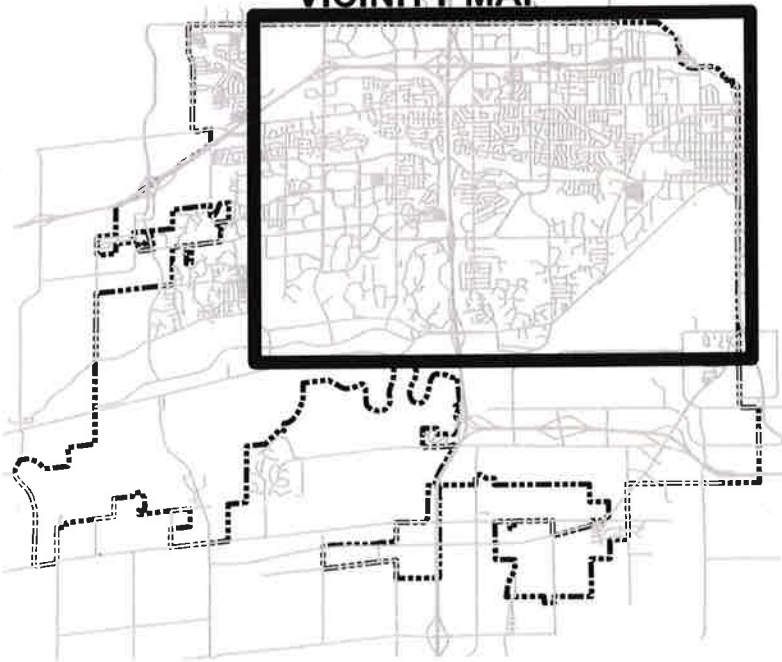


PROJECT STATUS BY LOCATION





VICINITY MAP



LEGEND

PROJECT LOCATION ●



PROJECT:

2023 Parking Lot Repairs Program

LOCATION:

Exhibit 'A'

DRAWN BY: JPM

DATE: 2/19/2024

PROJECT NUMBER/NAME: 0510-010-2023

SHT. 1 of 1

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

DATE: September 16, 2024

ITEM:

Motion – Approving Amendment No. 1 to Construction Contract
2024 PCC Patching Program

FINANCIAL IMPACT:

The original Construction Contract was awarded to Brothers Cleaning Corporation (dba Brothers Concrete) in the amount of \$1,199,359.75. Amendment No. 1 decreases the Construction Contract to approximately \$509,748.76, but this estimate could fluctuate slightly as Brothers Concrete will be paid for all work satisfactorily completed to date. All costs for these services can be paid from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds and Road Use Tax.

BACKGROUND:

Brothers Cleaning Corporation (dba Brothers Concrete) is working under an existing Construction Contract dated March 18, 2024 for the 2024 PCC Patching Program. The project was to include Portland Cement Concrete (PCC) street repairs at fifteen (15) general locations throughout the City of West Des Moines. The project was to be completed by November 15, 2024. Only work at seven (7) general locations has been completed to date.

Based on poor performance, inability to routinely meet project Specifications, and negative impacts to building occupants, City Staff have negotiated Amendment No. 1 to the Construction Contract with Brothers Concrete. Brothers Concrete will be paid for work satisfactorily completed to date at the first seven (7) general locations, but work at the remaining eight (8) general locations are being removed from the scope of work. Brothers Concrete's performance bond is being reduced appropriately. Both parties agree that no liquidated damages will apply as long as all work is completed at the first seven (7) locations within thirty (30) days of approval of this Amendment No. 1. Acceptance of Work, including acceptance of a 4-year maintenance bond for work completed, will be presented to City Council at a later date.

City Staff intend to re-bid work removed from this project and it will likely be further referenced as the 2024 PCC Patching Program Phase 2 going forward. No Order Construction date has been established yet.

As part of this amendment, Brothers Concrete has agreed not bid on any City of West Des Moines projects for a period of 5 years.

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 1 to Construction Contract for the 2024 PCC Patching 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	September 9, 2024		
Recommendation	Yes	No	Split

AMENDMENT NO. 1 TO THE CONSTRUCTION CONTRACT

This AMENDMENT is made and entered into as of the date it is signed by both parties, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and BROTHERS CLEANING CORPORATION (DBA BROTHERS CONCRETE), a professional corporation incorporated and licensed under the laws of the State of Iowa, hereinafter referred to as "Contractor". The Parties hereby amend the original Construction Contract dated March 18, 2024 as follows:

WHEREAS, the parties entered into a Construction Contract on March 18, 2024 for the 2024 PCC Patching Program (Project No. 0510-002-2024), attached hereto and incorporated herein as Attachment 1 ("the Construction Contract");

WHEREAS, Section 21.1 of the Regulations of the Contract authorizes the City to alter or deduct from the work originally identified in the Agreement and adjust the contract sum accordingly; and

WHEREAS, the City, pursuant to Section 21.1 of the Construction Contract, has elected to modify the scope of the original Construction Contract to reduce the number of locations where work is to occur and reduce the contract sum accordingly.

The Parties hereby agree to amend the Construction Contract as follows:

1. PROJECT SPECIFICATIONS AND PROJECT PLANS

- a. Exhibit A (attached) identifies locations where construction shall be completed by Contractor in green (numbers 1, 2, 6, 7, 8, 9, and 15) as provided in the Construction Contract. Contractor agrees to complete all construction in conformance with the covenants, conditions and terms of the Construction Contract at those locations identified in green on Exhibit A (numbers 1, 2, 6, 7, 8, 9, and 15).
- b. Exhibit A identifies in red those locations that are now removed from the scope of the Construction Contract by virtue of this Amendment (numbers 3, 4, 5, 10, 11, 12, 13, and 14). Contractor shall not commence or engage in any construction activities at those locations. Contractor acknowledges and agrees that Contractor is not entitled to payment or compensation of any kind related to or associated with the locations identified in red on Exhibit A (numbers 3, 4, 5, 10, 11, 12, 13, and 14), except for saw cutting that has already taken place at location numbers 3 and 4. Contractor further acknowledges and agrees that any compensation or payment owed to Contractor pursuant to the Construction Contract shall be reduced to account for the reduced scope of work as illustrated in Exhibit A (See Section 3, Compensation, below).
- c. When completing construction at the locations identified in Exhibit A, Contractor shall duly and faithfully observe, perform, fulfill, and abide by the terms, covenants, conditions, and terms of the Construction Contract, except as specifically modified by this Amendment.
- d. In the event that Contractor fails to comply with the terms of this Amendment, or the terms of the original Construction Contract, as amended herein, the City of West Des Moines has the right to and will seek all remedies available under the Construction Contract, including, but not limited to, seeking compensation under the performance bond.

2. SCHEDULE

- a. Contractor shall diligently and competently complete all construction pursuant to the Construction Contract, as amended herein, within thirty (30) days of the effective date of this Construction Contract. Contractor further agrees that all construction shall be completed in conformance with all

covenants, conditions, and terms of the Agreement, except where expressly modified by this Amendment.

- b. Contractor acknowledges and agrees that if Contractor fails to complete construction within thirty (30) days as set forth in paragraph (a) above, the City of West Des Moines has the right to and will seek liquidated damages as set forth in the original Construction Contract, along with all other remedies provided in the Construction Contract, including, but not limited to, compensation under the performance bond.

3. COMPENSATION

- a. Pursuant to section 21.1 of the Agreement, the contract sum shall be reduced to account for the reduction in work as set forth in this Amendment.

4. FUTURE BIDDING ON CITY OF WEST DES MOINES PROJECTS

- a. Contractor agrees to refrain from bidding on any projects put out for public bid by the City of West Des Moines for a period of not less than five (5) years from the effective date of this Amendment.

5. APPROVAL BY WEST DES MOINES CITY COUNCIL

- a. The parties acknowledge and agree that this Amendment does not become effective unless and until it is approved by the City Council of West Des Moines.

Except where expressly modified by this Amendment, all other covenants, conditions, and terms of the Construction Contract shall remain in full force and effect. This AMENDMENT together with the original Construction Contract and associated documents, represents the entire and integrated CONSTRUCTION CONTRACT between the Parties, as executed on the date of the final signature below.

BROTHERS CLEANING CORPORATION
(DBA BROTHERS CONCRETE)

CITY OF WEST DES MOINES

BY: JOSE VALERO
Jose Valero, Owner

BY: _____
Ryan T. Jacobson, City Clerk

DATED: 9/9/2024

DATED: _____

CONTRACT

STATE OF IOWA }
 } ss.
COUNTY OF POLK }

THIS AGREEMENT AND INDENTURE made and entered into this, the 18th day of March, 2024, by and between the CITY OF WEST DES MOINES, IOWA, termed in this Agreement and the Specifications as the "Owner", and BROTHER CONCRETE (Brothers Cleaning Corporation), termed in this Agreement and the Specifications as the "Contractor".

WITNESSETH:

THAT, WHEREAS, The Contractor will commence and complete the construction of the following improvements known as the **2024 PCC Patching Program, Project No. 0510-002-2024.**

WHEREAS, The Owner has heretofore caused to be prepared certain Contract Documents for furnishing material and constructing improvements therein fully described, and the Contractor did, on the 6th day of March, 2024, file with the Owner a copy of said Contract Documents, including therein his offer and Proposal to furnish said materials and construct said improvements at the terms therein fully stated and set forth; and,

WHEREAS, The said Contract Documents and Proposal accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the material and construct the improvements called for by the said Plans and Specifications and in the manner and time of furnishing and constructing same.

IT IS THEREFORE, AGREED;

FIRST, That a copy of said Contract documents and Proposal filed as aforesaid are a part hereof and that the same do in all particulars become the Agreement and Contract between the parties hereto in all matters and things set forth therein and described; that both parties hereby accept and agree to the terms and conditions of said Contract Documents and Proposal so filed; and further that the part or parts of the Proposal accepted and the compensation therefore are as follows:

Base Bid: ONE MILLION ONE HUNDRED AND NINETY-NINE THOUSAND, THREE HUNDRED AND FIFTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$1,199,359.75)

SECOND, The Contract Documents and Proposal hereto annexed are made a part of this Agreement and Contract as fully and absolutely as if herein set out in detail.

THIRD, This Contract is executed in five copies, each of which will be deemed an original with distribution as follows: Owner – two (2) copies, Contractor – one (1) copy, Engineer – one (1) copy, Bonding Company – one (1) copy.

CONTRACT

The term "Contract Documents" means and includes the following:

- A. Notice of Hearing and Letting
- B. Instructions to Bidders
- C. ~~Federal Aid and Supplemental Instructions to Bidders~~
- D. Proposal
- E. Bid Bond
- F. Contract
- G. Performance Bond
- H. Regulations of the Contract
- I. Supplemental Regulations of the Contract
- J. Special Conditions
- K. Detailed Specifications
- L. Plans Numbered A.01-S.06
- M. Standard Drawings
- N. Addenda Number 1 through _____.
- O. Change Orders Number _____ through _____.
- P. Notice to Proceed

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this Agreement first above written.

CONTRACTOR:

BROTHERS CONCRETE.

By: JOSE VALERO

Title: OWNER

ATTEST:

By: Jose Cancino

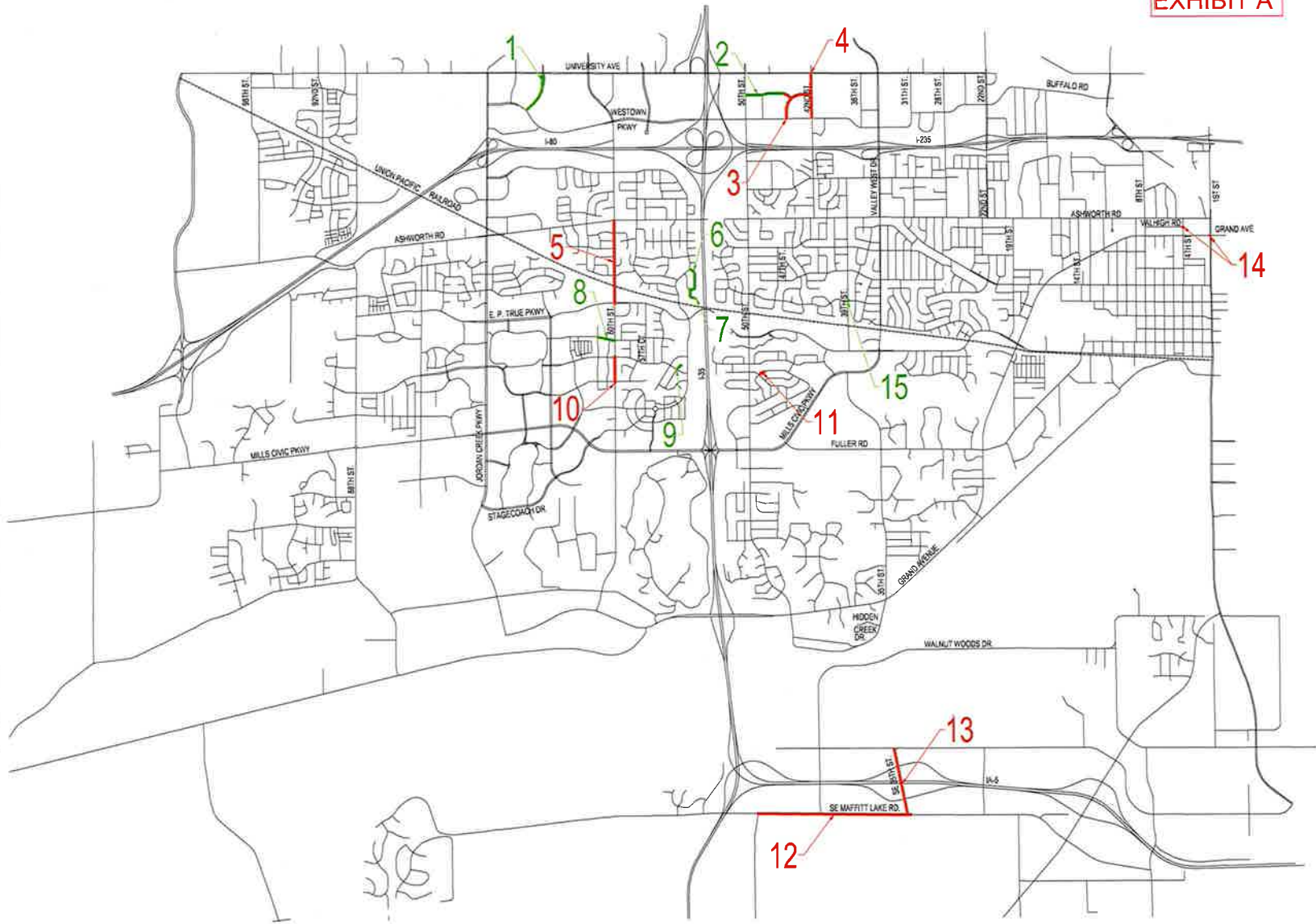
Title: Project Manager

CITY OF WEST DES MOINES, IOWA

By: 
Ryan T. Jacobson
City Clerk

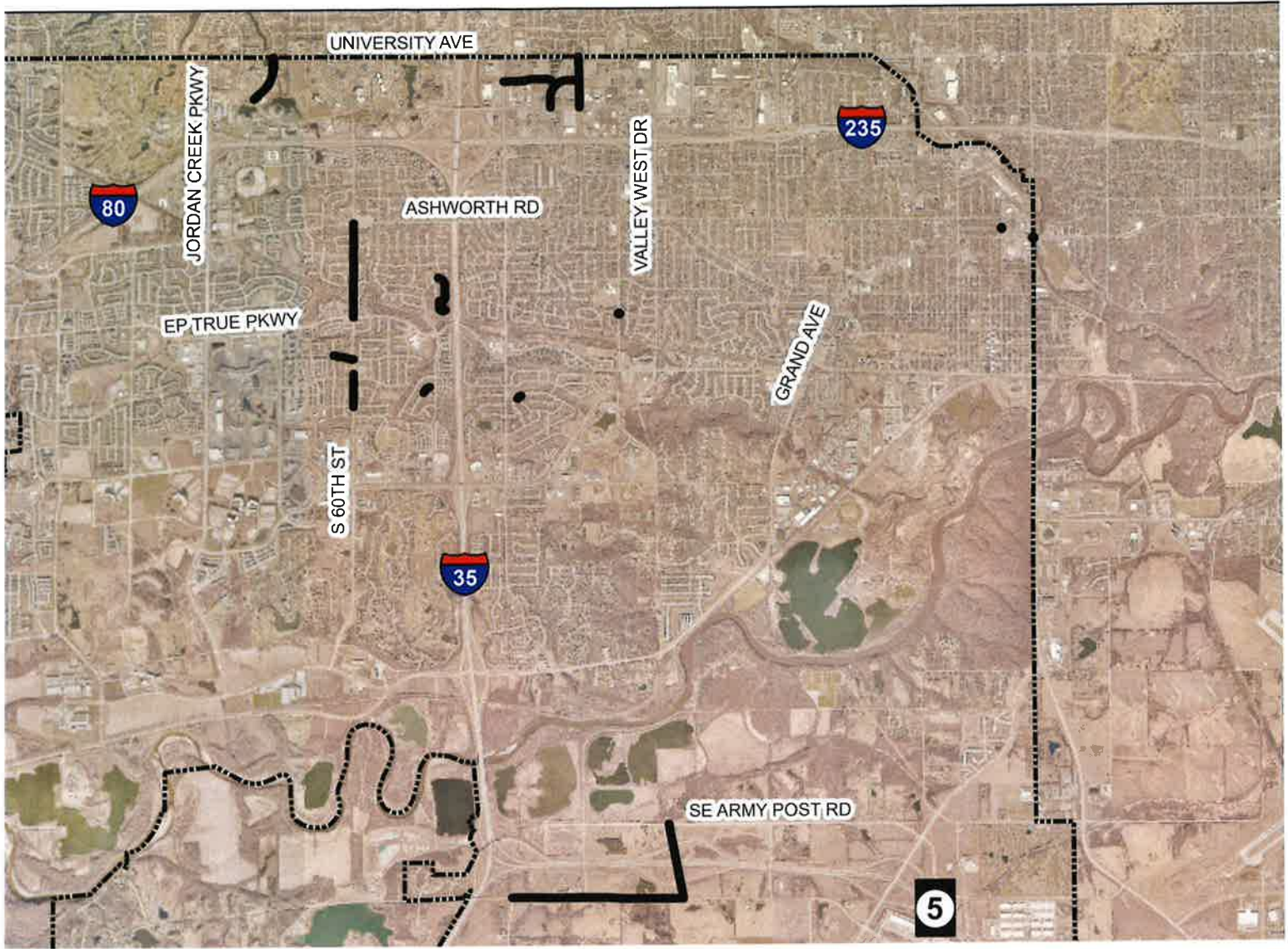
LOCATIONS:	
1	88TH STREET: UNIVERSITY AVENUE TO WESTOWN PARKWAY
2	CORPORATE DRIVE: 50TH STREET TO 42ND STREET
3	45TH STREET AND CORPORATE DRIVE: CORPORATE DRIVE TO WESTOWN PARKWAY
4	42ND STREET: UNIVERSITY AVENUE TO WESTOWN PARKWAY
5	60TH STREET: ASHWORTH ROAD TO EP TRUE PARKWAY
6	53RD STREET: 53RD PLACE TO PRAIRIE VIEW DRIVE
7	53RD PLACE: 53RD STREET TO CUL-DE-SAC
8	BEECHTREE DRIVE: 60TH STREET TO 62ND STREET
9	WESTWOOD CIRCLE: WISTFUL VISTA DRIVE TO CUL-DE-SAC
10	S 60TH STREET: 175' NORTH OF WISTFUL VISTA DRIVE TO COACHLIGHT DRIVE
11	MEADOW VALLEY DRIVE: WISTFUL VISTA DRIVE TO 150' NORTH
12	SE MAFFITT LAKE ROAD: SE 50TH STREET TO SE 42ND STREET
13	SE 35TH STREET: SE MAFFITT LAKE ROAD TO SE ARMY POST ROAD
14	VALHIGH ROAD AND 4TH STREET, GRAND AVE AND 1ST ST INTERSECTIONS
15	STONEBRIDGE ROAD AND 39TH STREET INTERSECTION

LEGEND	
	LOCATION TO BE COMPLETED
	LOCATIONS SUSPENDED

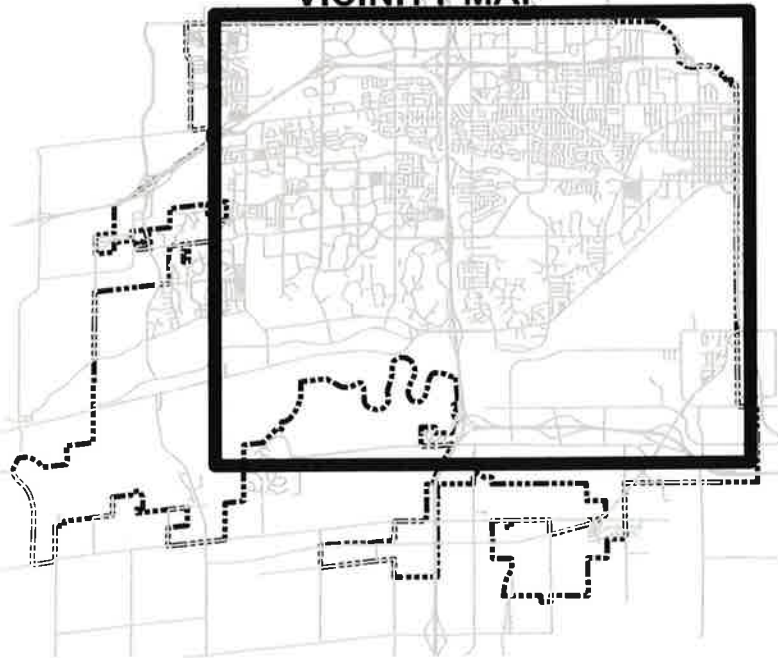


PROJECT STATUS BY LOCATION





VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

2024 PCC Patching Program

LOCATION:

Exhibit 'A'

DRAWN BY: JPM

DATE: 2/9/2024

PROJECT NUMBER/NAME: 0510-002-2024

SHT. 1 of 1

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Approving Interfund Transfers

DATE: September 16, 2024

FINANCIAL IMPACT: None

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

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

RECOMMENDATION: Approval of Resolution Authorizing Transfer of Funds.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Not required
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

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

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

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

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

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

PASSED AND APPROVED this 16th day of September, 2024.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

EXHIBIT A

#	From	Fund #	To	Fund #	Amount	Purpose
1	LOST-City Uses	491	General	100	2,000,000.00	FY24 Budget LOST - Maintain Tax Rate
2	Capitalized Interest 2022B	217	Debt Service	200	35,873.45	Distribute remaining capitalized interest to debt service fund
3	General	100	Vehicle Maintenance	705	23,675.00	Correct department contributions for updated fuel rate
4	Emergency Tax Levy	190	General	100	1,689,240.90	Distribute FY24 levied amount to the General Fund - by State Code these must be receipted into separate fund
5	Employee Benefits	495	General	100	48.83	Distribute FY23 levied amount to the General Fund - by State Code these
6	Hotel/Motel	160	General	100	157,500.00	FY24 Hotel Motel Allocation-WDM Magazine budget
7	Hotel/Motel	160	General	100	375.57	FY24 Hotel Motel Allocation-MLK Day
8	Hotel/Motel	160	Public Art	437	150,000.00	FY24 Hotel Motel Allocation-Public Art budget
9	Hotel/Motel	160	Economic Dev - Discretionary	485	50,000.00	FY24 Hotel Motel Allocation-Economic Development budget
10	General	100	Youth Justice Initiative	408	61,059.00	Allocate FY24 budget WDM Contribution
11	General	100	Youth Justice Initiative	408	31,450.00	Allocate FY24 budget Neighborhood Initiative
12	General	100	Youth Justice Initiative	408	14,975.00	Allocate FY24 budget WDM addl Contribution
13	Sewer Fee District-South	615	Sewer Fund	600	211,407.60	Reimburse for project expenses incurred in FY24 and prior
14	Sewer Fee District-Middle Creek	618	Sewer Fund	600	25,765.34	Reimburse for project expenses incurred in FY24 and prior
15	Sewer Fee District-Grand West	620	Sewer Fund	600	259,206.72	Reimburse for project expenses incurred in FY24 and prior
16	Woodland Hills TIF	352	Woodland Hills LMI TIF District	353	726,445.78	38% of TIF revenues collected in FY24
17	General	100	Historic WDM Housing	462	600,000.00	FY24 City match Historic WDM Housing fund
18	LOST-City Uses	491	General	100	469,975.00	FY24 Budgeted LOST Fire salary expenses
19	LOST-City Uses	491	General	100	782,246.00	FY24 Budgeted LOST Police salary expenses
20	LOST-City Uses	491	Police & Fire Retirement	400	94,543.00	FY24 Budgeted LOST Fire pension expenses
21	LOST-City Uses	491	Police & Fire Retirement	400	163,233.00	FY24 Budgeted LOST Fire pension expenses
22	LOST-Property Tax Reduction	490	General	100	7,020,000.00	FY24 Budgeted LOST Property Tax Reduction – 50% of Dallas, Polk, and Warren County revenues
23	Metro Home Improvement	115	General	100	22,448.40	Reimburse General Fund for FY24 Admin fee
24	Dallas County Local Housing Trust Fund	460	General	100	18,950.20	Reimburse General Fund for FY24 and prior years Admin fee
25	Debt Service	200	Fiber Conduit Utility	670	2,116,159.00	2023B 06-24 Principal & Interest Payment
26	General	100	Capital Projects	500	2,688,823.04	Reimburse for project expenses incurred in FY24
27	Road Use Tax	300	Capital Projects	500	5,694,348.56	Reimburse for project expenses incurred in FY24
28	Alluvion TIF District	330	Capital Projects	500	2,222,844.01	Reimburse for project expenses incurred in FY24

EXHIBIT A

#	From	Fund #	To	Fund #	Amount	Purpose
29	Ashworth Road TIF District	355	Capital Projects	500	724,952.43	Reimburse for project expenses incurred in FY24 and prior
30	LOST-City Uses	491	Capital Projects	500	3,295,307.13	Reimburse for project expenses incurred in FY24
31	LOST-City Uses	491	MidAmerican Energy RecPlex	692	2,263,904.92	Reimburse for project expenses incurred in FY24
32	Capital Projects	500	2022D Bond Proceeds	537	15,574.00	Reimburse for project revenue incurred in FY24
33	Capital Projects-2018B Bond Proceeds	520	Capital Projects	500	2,120,474.47	Reimburse for project expenses incurred in FY24 and prior
34	Capital Projects-2018D Bond Proceeds	522	Capital Projects	500	360,447.02	Reimburse for project expenses incurred in FY24
35	Capital Projects-2019A Bond Proceeds	524	Capital Projects	500	4,123,203.32	Reimburse for project expenses incurred in FY24
36	Capital Projects-2019B Bond Proceeds	525	Capital Projects	500	305,123.10	Reimburse for project expenses incurred in FY24
37	Capital Projects-2019D Bond Proceeds	527	Capital Projects	500	1,200.00	Reimburse for project expenses incurred in FY24
38	Capital Projects-2020B Bond Proceeds	530	Capital Projects	500	639,341.02	Reimburse for project expenses incurred in FY24
39	Capital Projects-2021C Bond Proceeds	533	Capital Projects	500	24,282.61	Reimburse for project expenses incurred in FY24
40	Capital Projects-2022A Bond Proceeds	534	Capital Projects	500	1,406,107.90	Reimburse for project expenses incurred in FY24
41	Capital Projects-2022B Bond Proceeds	535	Capital Projects	500	813,418.74	Reimburse for project expenses incurred in FY24
42	Capital Projects-2022D Bond Proceeds	537	Capital Projects	500	7,157,410.02	Reimburse for project expenses incurred in FY24 and prior
43	Capital Projects-2022F Bond Proceeds	538	Capital Projects	500	175,494.07	Reimburse for project expenses incurred in FY24
44	Capital Projects-2023A Bond Proceeds	540	Capital Projects	500	8,884,131.20	Reimburse for project expenses incurred in FY24 and prior
45	Capital Projects-2023C Bond Proceeds	541	Capital Projects	500	4,335,537.12	Reimburse for project expenses incurred in FY24
46	Capital Projects-2023C Bond Proceeds	541	Stormwater Capital Projects	660	181,690.56	Reimburse for project expenses incurred in FY24
47	Capital Projects-2024B Bond Proceeds	543	Capital Projects	500	6,414,218.80	Reimburse for project expenses incurred in FY24
48	Capital Projects-Future Proceeds	599	Fiber Conduit Utility	670	18,153,139.78	Reimburse for project expenses incurred in FY24
49	Sewer Fund	600	Capital Projects	500	287,879.66	Reimburse for project expenses incurred in FY24
50	Sewer Fund	600	Sewer Capital Projects	640	14,802,023.91	Reimburse for project expenses incurred in FY24 and prior
51	Stormwater Fund	650	Stormwater Capital Projects	660	2,126,088.23	Reimburse for project expenses incurred in FY24
52	Stormwater Fund	650	MidAmerican Energy RecPlex	692	3,759.75	Reimburse for project expenses incurred in FY24

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

DATE: September 16, 2024

ITEM:

Resolution – Ordering Construction
2024 Parking Lot Repair Program – Phase 2

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the 2024 Parking Lot Repair Program – Phase 2 is \$383,215.00. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds. The total project budget includes \$300,000 in FY 23-24 for Parking Lot Repairs (Ongoing Maintenance) as well as \$50,000 in FY 23-24 and \$100,000 in FY 24-25 for the Fire Administration Building (City Facilities). Approximately \$70,677.50 has already been spent to complete work at Public Safety Station No. 22 as part of the 2023 Parking Lot Repair Program.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, October 2, 2024 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, October 7, 2024. The contract would be awarded on Monday, October 7, 2024 and work will begin shortly thereafter.

The 2024 Parking Lot Repair Program – Phase 2 includes Portland Cement Concrete (PCC) patching, installation of subdrain, and associated work for the repair of the parking lots at Public Safety Station No. 18 located at 5025 Grand Avenue, Public Safety Station No. 19 located at 8055 Mills Civic Parkway, and the Fire Administration Building located at 318 5th Street as well as the sidewalk/pavers adjacent to 325 5th Street and portions of the 5th-6th Street alley in the 200 Block (Maple Street to Elm Street). The project is anticipated to be completed by June 30, 2025.

The 2023 Parking Lot Repair Program included this same scope of work, with the addition of work at Public Safety Station No. 22 located at 1801 68th Street. The Construction Contract with Brothers Concrete for that project was amended on September 16, 2024 to only include work at Public Safety Station No. 22. All remaining work on that project was carried over into this 2024 Parking Lot Repair Program – Phase 2.

OUTSTANDING ISSUES:

None.


RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of the 2024 Parking Lot Repair Program – Phase 2.
- Fixing 2:00 p.m. on Wednesday, October 2, 2024 as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	September 9, 2024		
Recommendation	Yes	No	Split

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

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

**2024 Parking Lot Repair Program – Phase 2
Project No. 0510-062-2024**

is hereby ordered to be constructed according to the Plans and Specifications prepared by H+S Group, Inc. of Des Moines, Iowa and now on file in the office of the City Clerk.

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, October 7, 2024, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, October 2, 2024.

BE IT FURTHER RESOLVED, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, October 2, 2024 and the results of said bids shall be considered at a meeting of this Council on Monday, October 7, 2024 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED on this 16th day of September, 2024.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

CITY OF WEST DES MOINES

2024 PARKING LOT REPAIR PROGRAM 2024 PARKING LOT REPAIR PROGRAM - PHASE 2

ISG PROJECT NO. 24-29839

WDM PROJECT NO. 0510-062-2024

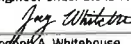


September 10, 2024

Item No.	Description	Unit	Unit Price	Estimated Quantity	Extension
DIVISION 2 - EARTHWORK					
1	EXCAVATION, CLASS 10	CY	\$ 50.00	70	\$ 3,500.00
2	SUBGRADE PREPARATION	SY	\$ 5.00	262	\$ 1,310.00
DIVISION 5 - WATERMAINS AND APPURTENANCES					
3	VALVE BOX ADJUSTMENT, MINOR	EA	\$ 800.00	1	\$ 800.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS					
4	INTAKE ADJUSTMENT, MINOR	EA	\$ 2,200.00	2	\$ 4,400.00
DIVISION 7 - STREETS AND RELATED WORK					
5	PAVEMENT, PCC, 6 INCH, C-SUD MIX	SY	\$ 95.00	262	\$ 24,890.00
6	2.5' PCC CURB AND GUTTER, 8 INCH	LF	\$ 65.00	10	\$ 650.00
7	2.5' PCC CURB AND GUTTER, DROP CURB 8" THICK	LF	\$ 100.00	9	\$ 900.00
8	REMOVAL OF SIDEWALK, STAIRS AND RAMP	SY	\$ 50.00	234	\$ 11,700.00
9	REMOVAL OF PARKING LOT PAVEMENT	SY	\$ 25.00	220	\$ 5,500.00
10	SIDEWALK, PCC, 5 INCH	SY	\$ 90.00	224	\$ 20,160.00
11	REMOVE, SALVAGE, AND REINSTALL PAVER SIDEWALK	SY	\$ 150.00	19	\$ 2,850.00
12	FULL DEPTH PATCHES, PCC, C-SUD, 6 INCH MINIMUM	SY	\$ 120.00	9	\$ 1,080.00
13	FULL DEPTH PATCHES, PCC, M-4 MIX, 8 INCH MINIMUM	SY	\$ 125.00	871	\$ 108,875.00
14	FULL DEPTH PATCHES, PCC, 5-HOUR MIX, 8 INCH MINIMUM	SY	\$ 180.00	231	\$ 41,580.00
15	CURB AND GUTTER REMOVAL	LF	\$ 20.00	19	\$ 380.00
DIVISION 8 - TRAFFIC CONTROL					
16	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	LF	\$ 15.00	366	\$ 5,490.00
17	PAINTED SYMBOLS AND LEGENDS, SOLVENT/WATERBORNE	EA	\$ 1,000.00	1	\$ 1,000.00
18	TEMPORARY TRAFFIC CONTROL	LS	\$ 10,000.00	1	\$ 10,000.00
DIVISION 9 - SITE WORK AND LANDSCAPE					
19	SOD	SQ	\$ 250.00	3	\$ 750.00
20	HANDRAIL, GALVANIZED STEEL	LF	\$ 150.00	120	\$ 18,000.00
DIVISION 11 - MISCELLANEOUS					
21	4' PCC FLUME WITH CURB AND GUTTER, 6 INCH	EA	\$ 2,250.00	4	\$ 9,000.00
22	SIDEWALK TRENCH WITH STEEL PLATE, FIRE STATION 19	EA	\$ 2,500.00	1	\$ 2,500.00
23	SIDEWALK TRENCH WITH GRATES AND STEEL PLATE, 325 5TH STREET	EA	\$ 7,500.00	1	\$ 7,500.00
24	REMOVAL OF EXISTING CONCRETE BOLLARDS	EA	\$ 400.00	3	\$ 1,200.00
25	BOLLARD, 6" PRIMED AND PAINTED STEEL FILLED WITH CONCRETE	EA	\$ 1,250.00	16	\$ 20,000.00
26	REMOVAL OF HANDRAILS	LF	\$ 30.00	90	\$ 2,700.00
27	LANDSCAPE PLANTER WALL REPAIR	LS	\$ 23,000.00	1	\$ 23,000.00
28	ACCESSIBLE FRONT ENTRY LANDING, RAMP, AND STAIRS, PCC	LS	\$ 18,000.00	1	\$ 18,000.00
29	ACCESSIBLE WEST ENTRY LANDING, RAMP, AND STAIRS, PCC	LS	\$ 14,000.00	1	\$ 14,000.00
30	ACCESSIBLE SOUTH ENTRY LANDING, RAMP, AND STAIRS, PCC	LS	\$ 12,000.00	1	\$ 12,000.00
31	SAWCUTTING DUST AND SLURRY MANAGEMENT	LS	\$ 7,500.00	1	\$ 7,500.00
32	OVERHEAD DOOR BOLLARD REFURBISHMENT	LS	\$ 2,000.00	1.00	\$ 2,000.00


OPINION OF PROBABLE COST: \$ 383,215.00

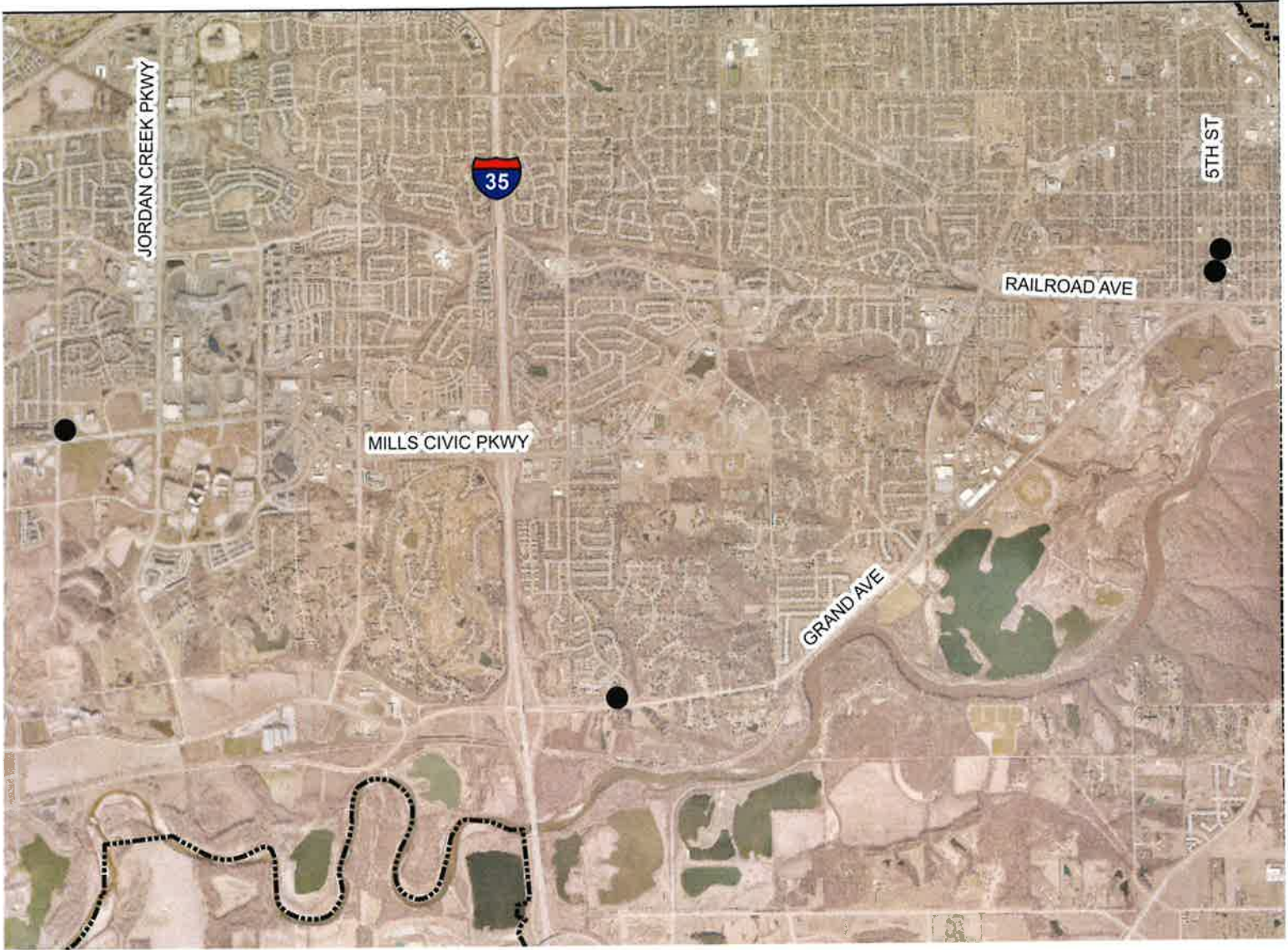
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.


 Joseph A. Whitehouse 09/10/2024
 Date

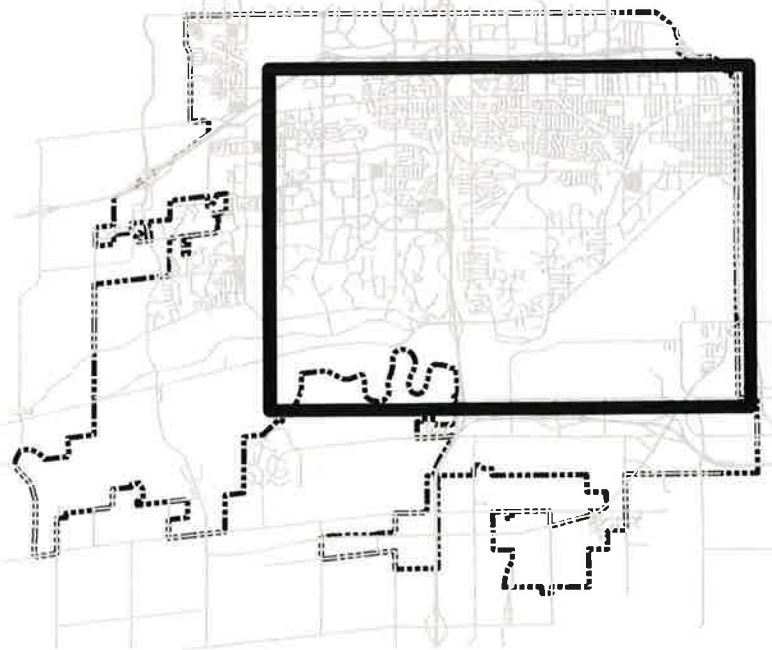
License Number: P27483
 My License Renewal Date is 12/31/2025

Pages or sheets covered by this seal: Engineer's Opinion of Probable Construction Cost





VICINITY MAP



LEGEND

PROJECT LOCATION ●



PROJECT:

2024 Parking Lot Repairs Program

LOCATION:

Exhibit 'A'

DRAWN BY: JPM

DATE: 9/11/2024

PROJECT NUMBER/NAME: 0510-062-2024

SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: September 16, 2024

ITEM:

Resolution – Awarding Contract
On-Call Fiber Optic Conduit Network Repair and Maintenance Services

FINANCIAL IMPACT:

There were seven (7) bids submitted for this on-call services contract. The low bid was submitted by TelCom Construction, LLC of Clearwater, MN based on the unit prices of frequently used line items in the contract. Telcom Construction, LLC has a local established office and has worked in the City continuously for the last year, gaining a broad understanding of the conduit network. The contract documents allow for the City to establish a primary and secondary contractor for these services. For this contract the City designated TelCom Construction, LLC as the primary contractor and Murphy Tower Service, LLC of Carlisle, IA as the secondary contractor based on being the second low bid.

With construction of the conduit network complete, we will be transitioning into the first full year of operating and maintaining the system. Anticipated costs for this contract will be approximately \$150,000. Payments will be made from budgeted account no. 670.000.000.5250.490.

BACKGROUND:

Bids were requested for On-Call Fiber Optic Conduit Network Repair and Maintenance Services to obtain unit prices for a contractor to perform various types of fiber optic conduit network repair services on an on-call basis. The intent of this contract is to provide emergency repair services to ensure compliance with license agreements associated with the Digital Enterprise conduit network. The contract period for this contract is one (1) year with the City having the option to renew the contract on an annual basis for up to five (5) years.


RECOMMENDATION:

City Council Adopt:

- Motion receiving and filing Report of Bids;
- Resolution Awarding the Contract to TelCom Construction, LLC as the Primary Contractor and Murphy Tower Service, LLC as the Secondary Contractor.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

SUBCOMMITTEE REVIEW (if applicable)

Published In	Des Moines Register
Dates(s) Published	September 1, 2024

Committee	Public Services		
Date Reviewed	September 9, 2024		
Recommendation	Yes	No	Split

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,
APPROVING Awarding Contract**

WHEREAS, the City Council of the City of West Des Moines has heretofore directed advertisement for bids for the following described public improvement:

**On-Call Fiber Optic Conduit Network Repair and Maintenance Services
Project No. 0810-002-2024**

and,

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

and,

WHEREAS, the bid of TelCom Construction, LLC is the lowest responsive, responsible bid received for said public improvement,

therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the On-Call Fiber Optic Conduit Network Repair and Maintenance Services is hereby awarded to TelCom Construction, LLC as the primary contractor and Murph Tower Service, LLC as the secondary contractor.

BE IT FURTHER RESOLVED that work on said project may commence as soon as the final contract and bond have been approved by the City Engineer and have been signed by the City Manager or Deputy City Manager after the contractor is given a written notice to proceed by the City Engineer.

PASSED AND ADOPTED this 16th day of **September, 2024**.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk



BID TABULATION
ON-CALL FIBER OPTIC CONDUIT NETWORK REPAIR AND MAINTENANCE SERVICES
PROJECT NO. 0810-002-2024
WEST DES MOINES, IOWA

Bidder No. 1:

TelCom Construction, LLC
 2218 200th Street E
 Clearwater, MN 55320

Bidder No. 2:

Murphy Tower Service, LLC
 20220 Hwy 5
 Carlisle, IA 50047

Bidder No. 3:

MP Nextlevel, LLC
 500 County Road 37 East
 Maple Lake, MN 55357

Description	Unit	Bidder No. 1:		Bidder No. 2:		Bidder No. 3:	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1 Time & Equipment 2 Person Crew							
1.1 Hourly Labor Rate - Monday thru Friday	Hour	\$238.00	----	\$220.00	----	\$214.32	----
1.2 After Hours Labor Rate - Monday thru Friday	Hour	\$357.00	----	\$320.00	----	\$277.11	----
1.3 Overtime Labor Rate - Weekends & Legal Holidays	Hour	\$476.00	----	\$450.00	----	\$339.89	----
2 Time & Equipment 3 Person Crew							
2.1 Hourly Labor Rate - Monday thru Friday	Hour	\$321.00	----	\$330.00	----	\$278.93	----
2.2 After Hours Labor Rate - Monday thru Friday	Hour	\$481.00	----	\$430.00	----	\$374.03	----
2.3 Overtime Labor Rate - Weekends & Legal Holidays	Hour	\$642.00	----	\$550.00	----	\$469.11	----
3 Time & Equipment Supervisor							
3.1 Hourly Labor Rate - Monday thru Friday	Hour	\$95.00	----	\$110.00	----	\$95.19	----
3.2 After Hours Labor Rate - Monday thru Friday	Hour	\$142.50	----	\$150.00	----	\$134.66	----
3.2 Overtime Labor Rate - Weekends & Legal Holidays	Hour	\$190.00	----	\$200.00	----	\$174.13	----
4 Repair Existing Conduit							
4.1 Base Conduit Excavation & Repair	Unit	\$625.00	----	\$700.00	----	\$1,215.00	----
4.2 Add Additional Conduit Repair	Unit	\$85.00	----	\$100.00	----	\$175.00	----
4.3 Add Microduct Repair	Unit	\$105.00	----	\$100.00	----	\$225.00	----
4.4 Add Excavation Greater Than 42 inches	Unit	\$250.00	----	\$100.00	----	\$275.00	----
5 Service Stub Conduit Installation	Unit	\$325.00	----	\$400.00	----	\$575.00	----
6 Service Stub Conduit Locate/Adjust	EA	\$325.00	----	\$800.00	----	\$223.98	----
7 Directional Bore Mobilization	LS	\$399.00	----	\$300.00	----	\$835.15	----
8 Directional Bore Conduit							
8.1 Base Directional Bore Conduit	LF	\$13.75	----	\$14.00	----	\$14.95	----
8.2 Add - Additional Conduit	LF	\$2.75	----	\$3.00	----	\$1.75	----
8.3 Add - 7-way Microduct	LF	\$2.75	----	\$4.50	----	\$2.25	----
9 Small Vault Removal and Replacement	EA	\$600.00	----	\$650.00	----	\$475.00	----
10 Medium Vault Removal and Replacement	EA	\$700.00	----	\$750.00	----	\$775.00	----
11 Large Vault Removal and Replacement	EA	\$875.00	----	\$1,000.00	----	\$1,095.00	----
12 Vault Relocation	EA	\$1,850.00	----	\$450.00	----	\$1,650.00	----
13 Vault Relocation (IAV w/ 7-way Microduct)	EA	\$2,150.00	----	\$550.00	----	\$2,025.00	----
14 Test Station Removal and Replacement	EA	\$225.00	----	\$200.00	----	\$250.00	----
15 Locate Wire Repair	Unit	\$40.00	----	\$30.00	----	\$428.64	----
16 Conduit Proofing/Testing	Hour	\$238.00	----	\$110.00	----	\$258.11	----
17 Service Access Point Removal and Replacement	EA	\$385.00	----	\$250.00	----	\$517.96	----



BID TABULATION
ON-CALL FIBER OPTIC CONDUIT NETWORK REPAIR
PROJECT NO. 0810-002-2024
WEST DES MOINES, IOWA

Description	Unit	Bidder No. 4:		Bidder No. 5:		Bidder No. 6:	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
		Kramer Service Group P.O. Box 71 Weyerhaeuser, WI 54895		Innovative Communication Tech 719 SW Goodwin St Ankeny, IA 50023		Communication Data Link 1305 SW 37th St Grimes, IA 50111	
1	Time & Equipment 2 Person Crew						
1.1	Hourly Labor Rate - Monday thru Friday	Hour	\$300.00	---	\$322.40	---	\$400.00
1.2	After Hours Labor Rate - Monday thru Friday	Hour	\$350.00	---	\$483.60	---	\$650.00
1.3	Overtime Labor Rate - Weekends & Legal Holidays	Hour	\$400.00	---	\$644.80	---	\$850.00
2	Time & Equipment 3 Person Crew						
2.1	Hourly Labor Rate - Monday thru Friday	Hour	\$365.00	---	\$357.80	---	\$600.00
2.2	After Hours Labor Rate - Monday thru Friday	Hour	\$415.00	---	\$536.70	---	\$975.00
2.3	Overtime Labor Rate - Weekends & Legal Holidays	Hour	\$465.00	---	\$715.60	---	\$1,300.00
3	Time & Equipment Supervisor						
3.1	Hourly Labor Rate - Monday thru Friday	Hour	\$200.00	---	\$287.30	---	\$150.00
3.2	After Hours Labor Rate - Monday thru Friday	Hour	\$225.00	---	\$430.95	---	\$250.00
3.2	Overtime Labor Rate - Weekends & Legal Holidays	Hour	\$275.00	---	\$574.60	---	\$300.00
4	Repair Existing Conduit						
4.1	Base Conduit Excavation & Repair	Unit	\$930.00	---	\$2,000.00	---	\$2,500.00
4.2	Add Additional Conduit Repair	Unit	\$1,145.00	---	\$100.00	---	\$400.00
4.3	Add Microduct Repair	Unit	\$1,265.00	---	\$150.00	---	\$750.00
4.4	Add Excavation Greater Than 42 inches	Unit	\$1,295.00	---	\$200.00	---	\$500.00
5	Service Stub Conduit Installation	Unit	\$780.00	---	\$400.00	---	\$2,500.00
6	Service Stub Conduit Locate/Adjust	EA	\$465.00	---	\$300.00	---	\$1,000.00
7	Directional Bore Mobilization	LS	\$500.00	---	\$750.00	---	\$2,500.00
8	Directional Bore Conduit						
8.1	Base Directional Bore Conduit	LF	\$14.00	---	\$18.00	---	\$20.00
8.2	Add - Additional Conduit	LF	\$1.00	---	\$3.00	---	\$11.00
8.3	Add - 7-way Microduct	LF	\$2.00	---	\$3.00	---	\$15.00
9	Small Vault Removal and Replacement	EA	\$750.00	---	\$600.00	---	\$1,500.00
10	Medium Vault Removal and Replacement	EA	\$1,100.00	---	\$1,000.00	---	\$1,800.00
11	Large Vault Removal and Replacement	EA	\$1,395.00	---	\$1,500.00	---	\$2,500.00
12	Vault Relocation	EA	\$1,500.00	---	\$2,000.00	---	\$3,500.00
13	Vault Relocation (IAV w/ 7-way Microduct)	EA	\$2,200.00	---	\$2,250.00	---	\$4,500.00
14	Test Station Removal and Replacement	EA	\$250.00	---	\$100.00	---	\$600.00
15	Locate Wire Repair	Unit	\$650.00	---	\$2,000.00	---	\$100.00
16	Conduit Proofing/Testing	Hour	\$275.00	---	\$357.80	---	\$400.00
17	Service Access Point Removal and Replacement	EA	\$1,395.00	---	\$1,750.00	---	\$1,800.00



BID TABULATION
ON-CALL FIBER OPTIC CONDUIT NETWORK REPAIR
PROJECT NO. 0810-002-2024
WEST DES MOINES, IOWA

Bidder No. 7:

Vero Fiber Networks
 1023 Walnut St #100
 Boulder, CO 80219

Description	Unit	Unit Price	Extended Price
1 Time & Equipment 2 Person Crew			
1.1 Hourly Labor Rate - Monday thru Friday	Hour	\$660.00	----
1.2 After Hours Labor Rate - Monday thru Friday	Hour	\$780.00	----
1.3 Overtime Labor Rate - Weekends & Legal Holidays	Hour	\$780.00	----
2 Time & Equipment 3 Person Crew			
2.1 Hourly Labor Rate - Monday thru Friday	Hour	\$900.00	----
2.2 After Hours Labor Rate - Monday thru Friday	Hour	\$960.00	----
2.3 Overtime Labor Rate - Weekends & Legal Holidays	Hour	\$960.00	----
3 Time & Equipment Supervisor			
3.1 Hourly Labor Rate - Monday thru Friday	Hour	\$120.00	----
3.2 After Hours Labor Rate - Monday thru Friday	Hour	\$180.00	----
3.2 Overtime Labor Rate - Weekends & Legal Holidays	Hour	\$180.00	----
4 Repair Existing Conduit			
4.1 Base Conduit Excavation & Repair	Unit	\$7,800.00	----
4.2 Add Additional Conduit Repair	Unit	\$1,200.00	----
4.3 Add Microduct Repair	Unit	\$1,200.00	----
4.4 Add Excavation Greater Than 42 inches	Unit	\$540.00	----
5 Service Stub Conduit Installation	Unit	\$1,800.00	----
6 Service Stub Conduit Locate/Adjust	EA	\$1,800.00	----
7 Directional Bore Mobilization	LS	\$900.00	----
8 Directional Bore Conduit			
8.1 Base Directional Bore Conduit	LF	\$18.00	----
8.2 Add - Additional Conduit	LF	\$2.40	----
8.3 Add - 7-way Microduct	LF	\$2.94	----
9 Small Vault Removal and Replacement	EA	\$720.00	----
10 Medium Vault Removal and Replacement	EA	\$900.00	----
11 Large Vault Removal and Replacement	EA	\$1,506.00	----
12 Vault Relocation	EA	\$3,000.00	----
13 Vault Relocation (IAV w/ 7-way Microduct)	EA	\$3,600.00	----
14 Test Station Removal and Replacement	EA	\$288.00	----
15 Locate Wire Repair	Unit	\$120.00	----
16 Conduit Proofing/Testing	Hour	\$600.00	----
17 Service Access Point Removal and Replacement	EA	\$5,400.00	----

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

DATE: September 16, 2024

ITEM:

Resolution - Accepting Work
West Des Moines Digital Enterprise Last Mile Conduit Deployment Segment 5 Phase 3.

FINANCIAL IMPACT:

The total construction cost for the West Des Moines Digital Enterprise Last Mile Conduit Deployment Segment 5 Phase 3 was \$4,357,546.50 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 \$4,181,296.50. There were two (2) Change Orders on the project that totaled \$176,250.00.

BACKGROUND:

Kramer Service Group was working under an agreement dated May 2, 2022, for construction services for the West Des Moines Digital Enterprise Last Mile Conduit Deployment Segment 5 Phase 3. Work on this project included the 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 south of the Raccoon River and generally east of Interstate 35 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 West Des Moines Digital Enterprise Last Mile Conduit Deployment Segment 5 Phase 3.

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	CA
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PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	September 9, 2024		
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING WORK

WHEREAS, on May 2, 2022, the City Council entered into a contract with Kramer Service Group of Weyerhaeuser, Wisconsin, for the following described public improvement:

**West Des Moines Digital Enterprise Last Mile Conduit Deployment Segment 5 Phase 3.
Project No. 0510-075-2021**

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 September 16, 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 \$4,357,546.50 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$217,877.33, 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 **16th** day of **September, 2024**.

Russ Trimble, Mayor

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**
P.O. Box 71
Weyerhaeuser, WI 54895
www.kramerservicegroup.com
Office Number 715-353-2431

Project Title	SEGMENT 5-3 Last Mile Conduit	
WDM Project File Number	0510-075-2021	
Purchase Order Number	2022-00000845	
Orig. Contract Amount & Date	\$4,181,296.50	05/02/22
Estimated Completion Date	09/08/23	
Pay Period End Date	9/9/24	
Pay Request Number	Retainage	
Date	09/09/24	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1	TRAFFIC CONTROL	LS	1.00	\$25,000.00	\$25,000.00	1.00	\$25,000.00
2	CONSTRUCTION SURVEY	LS	1.00	\$50,000.00	\$50,000.00	1.00	\$50,000.00
3	AS-BUILDING	LS	1.00	\$50,000.00	\$50,000.00	1.00	\$50,000.00
4	EROSION CONTROL	LS	1.00	\$20,000.00	\$20,000.00	1.00	\$20,000.00
5	CONDUIT, FINISH & INSTALL 7-WAY MICRODUCT	LF	70,463	\$13.00	\$916,019.00	70,463	\$916,019.00
6	CONDUIT, FINISH & INSTALL 1.5" ORANGE	LF	72,939	\$6.50	\$474,103.50	72,939	\$474,103.50
7	CONDUIT, FINISH & INSTALL 1.5" GREEN	LF	36,528	\$13.00	\$474,864.00	36,528	\$474,864.00
8	CONDUIT, FINISH & INSTALL 1.5" BLUE	LF	73,186	\$6.50	\$475,709.00	73,186	\$475,709.00
9	CONDUIT, FINISH & INSTALL 1.0" BLUE STRIPE	LF	141,224	\$3.00	\$423,672.00	141,224	\$423,672.00
10	CONDUIT, FINISH & INSTALL 1.0" BLUE STRIPE (IN EXISTING CONDUIT)	LF	12,495	\$5.00	\$62,475.00	12,495	\$62,475.00
11	CONDUIT, FINISH & INSTALL 1.25" ORANGE (IN EXISTING CONDUIT)	LF	5,290	\$5.00	\$26,450.00	5,290	\$26,450.00
12	CONDUIT, FINISH & INSTALL 1.25" ORANGE	LF	38,704	\$7.00	\$270,928.00	38,704	\$270,928.00
13	VAULT, INSTALL & INSTALL, SMALL ROUND VAULT	EACH	255	\$1,100.00	\$280,500.00	255	\$280,500.00
14	VAULT, FURNISH & INSTALL, LARGE RECTANGULAR VAULT	EACH	113	\$1,550.00	\$175,150.00	113	\$175,150.00
15	VAULT, FURNISH & INSTALL, LARGE ROUND VAULT	EACH	80	\$1,550.00	\$124,000.00	80	\$124,000.00
16	VAULT, FURNISH & INSTALL, LARGE ROUND VAULT (ON EXISTING VAULT)	EACH	8	\$2,500.00	\$20,000.00	8	\$20,000.00
17	VAULT, FURNISH & INSTALL, MEDIUM ROUND VAULT	EACH	110	\$1,250.00	\$137,500.00	110	\$137,500.00
18	ROUTE CONDUIT TO EXISTING VAULT	EACH	5	\$2,500.00	\$12,500.00	5	\$12,500.00
19	EQUIPMENT, FURNISH & INSTALL, TEST STATION	EACH	196	\$150.00	\$29,400.00	196	\$29,400.00
20	CABLE, FURNISH & INSTALL, TRACER WIRE	LF	188,759	\$1.00	\$188,759.00	188,759	\$188,759.00
21	RESTORATION	LS	1.00	\$50,000.00	\$50,000.00	1.00	\$50,000.00
1.1	VAULT, REMOVE AND REINSTALL	EACH	2	\$900.00	\$1,800.00	2	\$1,800.00
1.2	CONDUIT, FURNISH & INSTALL, 7-WAY MICRODUCT (IN EXISTING CONDUIT)	LF	6,247	\$11.00	\$68,717.00	6,247	\$68,717.00
TOTAL					\$4,357,546.50		\$4,357,546.50

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		\$4,181,296.50	\$4,357,546.50
Approved Change Order 1		\$248,634.00	
Approved Change Order 2		(\$72,384.00)	
Revised Contract Price		\$4,357,546.50	\$4,357,546.50
Materials Stored			\$0.00
Retainage (5%)			\$0.00
Total Earned Less Retainage			\$4,357,546.50
Pay Request #1 W.E. 04-29-2023	\$309,896.22	Pay Request #7 W.E. 12-04-2023	\$116,025.65
Pay Request #2 W.E. 06-02-2023	\$923,160.32	Pay Request #8 W.E. 09-09-2024	\$23,750.00
Pay Request #3 W.E. 07-07-2023	\$1,012,875.56		
Pay Request #4 W.E. 07-29-2023	\$889,700.22		
Pay Request #5 W.E. 09-01-2023	\$560,940.04		
Pay Request #6 W.E. 09-25-2023	\$303,321.16		
		Total Previously Approved	\$4,139,669.17
		Amount Due This Request	\$217,877.33
		Percent Complete	100%
		Percent of Contract Period Utilized	174%

The amount **\$217,877.33** is recommended for approval for payment in accordance with the terms of the Contract

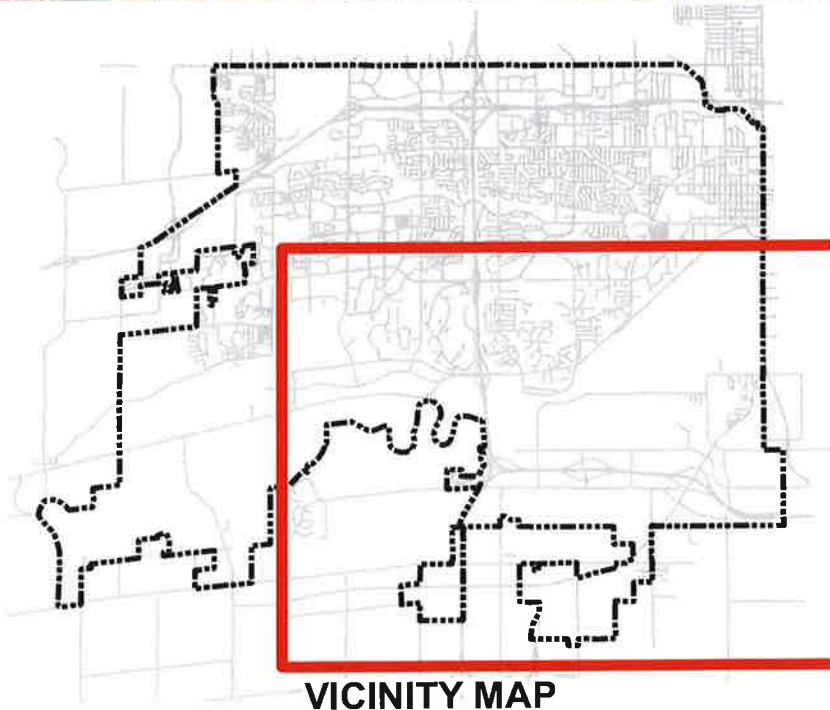
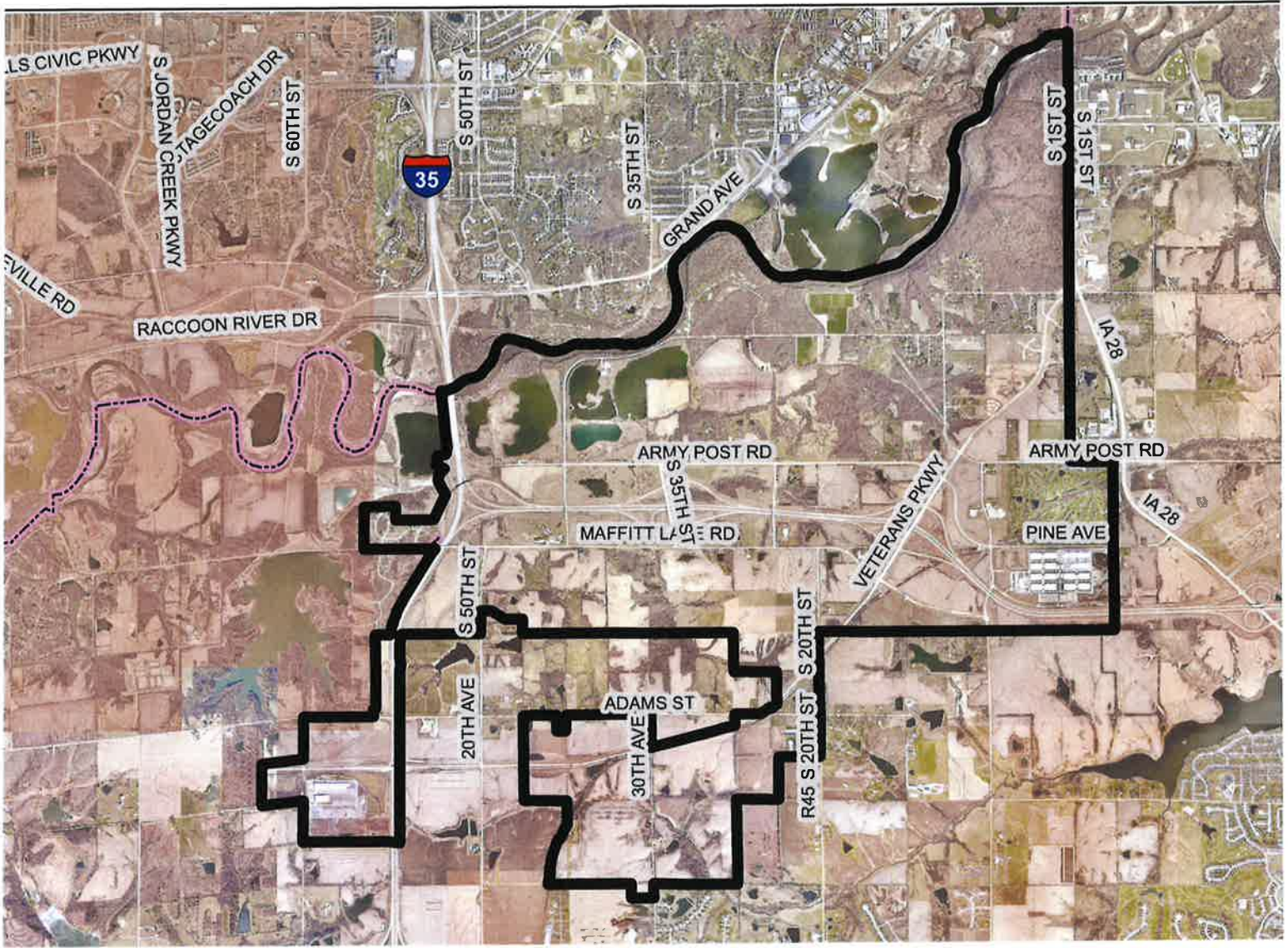
Contractor: Kramer Service Group		Recommended By: HDR Engineering, Inc		Checked By:  <u>B. Hemesath</u>	
Signature: 		Signature: 		Signature: 	
Name: Brent LaBrie		Name: Tony Taylor		Name: Brian Hemesath	
Title: President		Title: Project Manager		Title: City Engineer	
Date: Sep 9, 2024		Date: Sep 9, 2024		Date: Sep 9, 2024	

Signature: 
Kelly Sand (Sep 9, 2024 12:25 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 5 Phase 3**

LOCATION: **Exhibit "A"**

DRAWN BY: BJM

DATE: 8/6/2021

PROJECT NUMBER/NAME: 0510-075-2021

SHT. 1 of 1

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

DATE: September 16, 2024

ITEM:

Resolution – Accepting Work
RecPlex Operational Improvements – Electrical/Mechanical

FINANCIAL IMPACT:

The total construction cost for the RecPlex Operational Improvements – Electrical/Mechanical was \$245,302.00 which was paid from account no. 692.400.700.5250.490 with the ultimate funding intended to come from Local Option Sales & Service Tax (LOSST). The original cost of the project was \$232,000.00. There was one (1) Change Order on the project that totaled \$13,302.00.

BACKGROUND:

Edge Commercial, LLC was working under an agreement dated December 18, 2023 for construction services for the RecPlex Operational Improvements – Electrical/Mechanical. Work on this project included several Electrical/Mechanical Operational Improvements at the MidAmerican Energy RecPlex located at 6500 Grand Avenue, which are summarized as follows:

- Electrical and mechanical accommodations for a walk-in cooler (to be installed by others).
- Lighting furnished by the City (already owned) under the bleacher storage area.
- Event power.
- Phase monitoring equipment.
- Washer & dryer hookups.
- Emergency lighting.

This project was originally bid on April 19, 2023. The project scope included several mechanical and electrical related items in addition to multiple general construction items. Only one bid was received in the amount of \$1,230,506 and it was in excess of the Engineer's Estimate. The City Council made the decision to reject all bids on May 1, 2023.

The scope of the first rebid package was reduced to only include work items that were more conducive to a general trades contractor and that work was completed by Munro Construction Company for \$374,561.00. The scope of the second rebid package was reduced to only include items that were electrical and mechanical in nature, and were completed by Edge Commercial, LLC as part of this project for \$245,302.00. The total for both rebid packages was \$619,863.00. RecPlex Staff secured competitive quotations for a walk-in cooler, a divider curtain at the north end of Fieldhouse, and a washer & dryer. The City realized nearly a \$450,000 savings from the original bid that was rejected.

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 RecPlex Operational Improvements – Electrical/
Mechanical.

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	September 9, 2024		
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING WORK

WHEREAS, on December 18, 2023, the City Council entered into a contract with Edge Commercial, LLC of Grimes, Iowa, for the following described public improvement:

**RecPlex Operational Improvements – Electrical/Mechanical
Project No. 0510-048-2022**

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 September 16, 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 \$245,302.00 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$12,265.10, 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 **16th** day of **September, 2024**.

Russ Trimble, Mayor

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: **Edge Commercial, LLC**
 3155 SE Mlehe Dr, Ste 2
 Grimes, IA 50111

Project Title	MidAm RecPlex Operational Improvements - Mechanical and Electrical	
WDM Project File Number	0510-048-2022	
Purchase Order Number	2024-00000427	
Orig. Contract Amount & Date	\$232,000.00	12/19/23
Estimated Completion Date	04/30/24	
Pay Period End Date	6/21/24	
Pay Request Number	Final Retainage	
Date	09/03/24	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1	RecPlex Operational Improvements - MEP	LS	1	\$232,000.00	\$232,000.00	1.00	\$232,000.00
CO1.1	COR #1B - Added cables for existing power skids	LS	1	\$13,302.00	\$13,302.00	1.00	\$13,302.00
TOTAL					\$245,302.00		\$245,302.00

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	\$232,000.00	\$245,302.00
Approved Change Order 1	\$13,302.00	
Approved Change Order 2		
Revised Contract Price	\$245,302.00	\$245,302.00
Materials Stored		\$0.00
Retainage (0%)		\$0.00
	Total Earned Less Retainage	\$245,302.00
Total Previously Approved (list each)	Pay Request 1	\$103,809.91
	Pay Request 2	\$86,215.46
	Pay Request 3	\$43,011.53
	Pay Request 4	
	Pay Request 5	
	Pay Request 6	
		Total Previously Approved
	Amount Due This Request	\$12,265.10
	Percent Complete	100%
	Percent of Contract Period Utilized	100%

The amount **\$12,265.10** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: Edge Commercial	Recommended By: Shive-Hattery	Checked By: <u>RP</u> City of West Des Moines
Signature: <u>Branson Ropp</u>	Signature: <u>Karen Hardisty</u>	Signature: <u>Brian Hemesath</u>
Name: Branson Ropp	Name: Karen Hardisty	Name: Brian Hemesath
Title: Projecty Manager	Title: Project Manager	Title: City Engineer
Date: Sep 3, 2024	Date: Sep 3, 2024	Date: Sep 5, 2024

Signature: Russ Paramore
Russ Paramore (Sep 4, 2024 09:41 CDT)

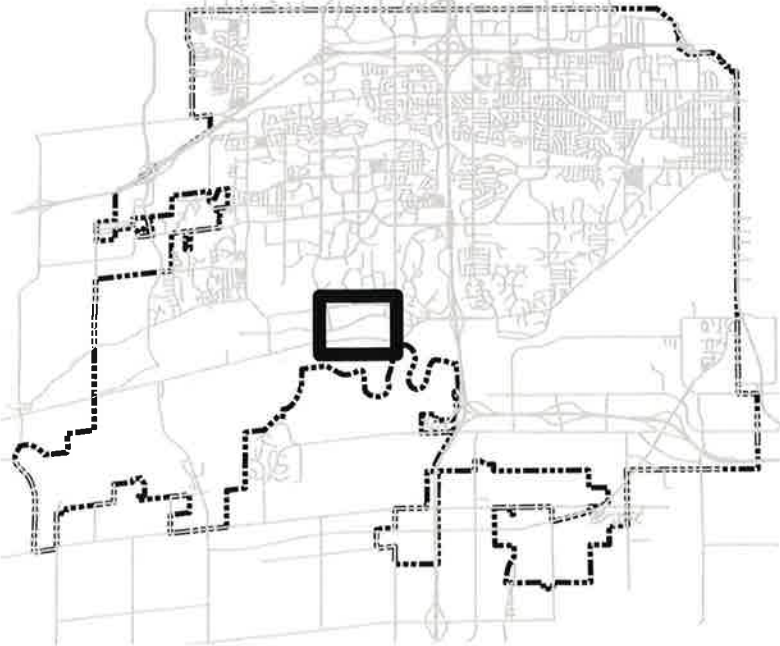
Email: russ.paramore@wdm.iowa.gov

Signature: Jason Schlickbernd
Jason Schlickbernd (Sep 5, 2024 11:12 CDT)

Email: jason.schlickbernd@wdm.iowa.gov

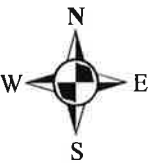


VICINITY MAP



LEGEND

PROJECT LOCATION 



PROJECT: **RecPlex Operational Improvements - Electrical/Mechanical**

LOCATION: **Exhibit 'A'**

DRAWN BY: JPM

DATE: 11/7/2023

PROJECT NUMBER/NAME: 0510-048-2022

SHT. 1 of 1

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

DATE: September 16, 2024

ITEM:

Resolution – Approving Professional Services Agreement
City Hall Flat Roof Replacement

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$24,000.00 for Basic Services of the Consultant. In addition, the cost for performing Resident Consultant Services will not exceed \$13,000.00. 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 OPN Architects, Inc. to perform the professional services necessary for the replacement of the flat roof membrane at City Hall located at 4200 Mills Civic Parkway. The existing ballasted roof has reached the end of its useful life and is in need of replacement as evidenced by recent leaks that have been experienced over the last couple of years. The ballasted roof will be replaced with an EPDM roof membrane. The design of the new roof membrane will account for the possible future installation of a solar array on the roof of City Hall.

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 City Hall Flat Roof Replacement.

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	September 9, 2024		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**City Hall Flat Roof Replacement
Project No. 0510-035-2024**

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 OPN Architects, Inc., and

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

Basic Services of the Consultant	\$24,000.00
Resident Consultant Services	<u>\$13,000.00</u>
Total	\$37,000.00

therefore,

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

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

PASSED AND APPROVED on this **16th** day of **September, 2024**.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 16th day of September, 2024, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and OPN Architects, (Fed. I.D. # 42-1043334), 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 **City Hall Flat Roof Replacement (Project No. 0510-035-2024)** 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	\$ 24,000.00
II. Resident Consultant Services	\$ <u>13,000.00</u>

Total \$ 37,000.00

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

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

4. INSURANCE

A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant'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.
- 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: OPN Architects
Attn: Rick Seely AIA
Address: 100 Court Ave., Suite 100
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.

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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.

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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.

OPN ARCHITECTS

 Digitally signed by
Rick Seely AIA
Date: 2024.09.09
07:55:28-05'00'

BY: _____
Richard S. Seely AIA, Principal

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Project Understanding:

1. Project is for architectural services required for the design and construction monitoring associated with the City Hall Flat Roof Replacement at 4200 Mills Civic Parkway.
2. Project may require temporary removal and reinstallation of existing minor mechanical and IT equipment located on the roof.
3. Roof replacement is anticipated to be an adhered EPDM system in lieu of the existing ballasted system.
4. Coping replacement is anticipated.
5. No work to existing standing seam sloped roofs or wall systems are included.
6. Coordinate with Owner's MEP consultant to address new City Hall sign lighting.
7. Coordinate with Owner's IT Department on addressing Wi-Fi stations on roof that are currently in place with surface raceways.
8. Coordinate new roof system to receive and accommodate a future photovoltaic (PV) array installation. This may include racking components with roof penetrations. PV concepts, design, and engineering to be done by Resource Consulting Engineers (RCE) and are not included in OPN's scope of services.

Services Provided:

I. BASIC SERVICES OF THE CONSULTANT

PreDesign Services

- Visit the project site to review existing conditions and verify dimensions.
- Prepare Design Intent with Owner and occupants to confirm expectations and Scope of Work.

Design Services

- Prepare preliminary Conceptual Design solutions for roof replacement and identify full scope or work with Owner.
- Prepare Construction Drawings and Specifications for Roof Replacement.
- Assist in electronic Bid Process.
- Prepare Notice of Hearing & Letting, final Opinion of Probable Costs, etc. necessary for electronic bidding.
- Review bids, generate bid tabulation, recommend award of contract, and assist in securing all necessary construction contract documents.

Management of Project SharePoint site

II. RESIDENT CONSULTANT SERVICES

- Conduct Construction Administration and Observation for the project including preconstruction meeting, response to RFIs, preparation of ITCs, shop drawing review, design interpretation during construction, on-site observation, reporting, development of pay applications and change orders, weekly reports, and as-constructed drawings.
- Bi-Weekly project updates are to be posted on Owners SharePoint site.

Assumptions:

- Owner will provide the boiler plate front end specification documents for OPN's use.
- MEP engineering and Structural engineering is not anticipated to be necessary and is not included in services.
- No work to areas other than the exterior roof is anticipated or included in services. No interior work is required.

ATTACHMENT 2

PROJECT SCHEDULE

Agreement Approval:	September 16, 2024
Construction Documents Complete:	December 15, 2024
Bid Opening:	January/February 2025

ATTACHMENT 3

SCHEDULE OF FEES

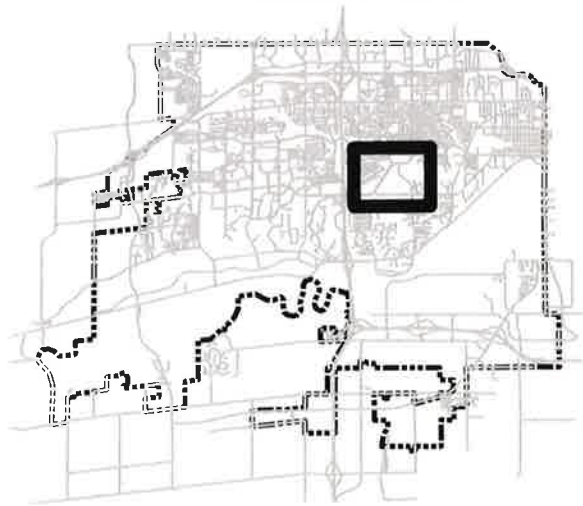
OPN ARCHITECTS, INC.
2024 HOURLY FEE RATE

Principal	\$250
Associate Principal	\$200
Practice Leader	\$200
Associate	\$180
Senior Project Manager/Senior Project Architect	\$155
Project Manager/Project Architect	\$140
Architect	\$115
Intern Architect 3	\$105
Intern Architect 1-2	\$85
Senior Interior Designer	\$120
Interior Designer	\$95
Construction Administrator	\$105
Architectural Technician	\$85
Directors of Business Support	\$140
Business Support Specialist	\$100
Marketing Specialist	\$95
Administrative Support	\$70
College Interns	\$50

These rates are subject to an annual adjustment on or around
January 1.



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

City Hall Flat Roof Replacement

LOCATION:

City Hall

DRAWN BY: JPM

DATE: 9/3/2024

PROJECT NUMBER/NAME: 0510-035-2024

SHT. 1 of 1

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

DATE: September 16, 2024

ITEM:

Resolution – Approving Professional Services Agreement
City Hall Generator Replacement

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$9,700.00 for Basic Services of the Consultant. 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 Resource Consulting Engineers, LLC to perform the professional services necessary for the replacement of the existing back-up generator at City Hall located at 4200 Mills Civic Parkway. The existing generator has reached the end of its useful life and is in need of replacement. The existing generator only has the capacity to handle life-safety electrical loads and does not have the capacity to back-up the entire facility, including HVAC equipment. The project will commence with a study to determine available alternatives for various levels of electrical back-up along with cost estimates. Once a decision has been reached on how best to move forward, the City Council will need to entertain an Amendment to this Professional Services Agreement to account for final design, bidding assistance, and construction-related services. The study will take into account 2-6 future electrical vehicle charging stations and the possible installation of a solar array on the roof of City Hall.

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 City Hall Generator Replacement.

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	September 9, 2024		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**City Hall Generator Replacement
Project No. 0510-034-2024**

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	\$9,700.00
Resident Consultant Services	<u>\$ N/A</u>
Total	\$9,700.00

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 **16th** day of **September, 2024**.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 16th day of September, 2024, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and RESOURCE CONSULTING ENGINEERS, LCC, (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 City Hall Generator Replacement (Project No. 0510-034-2024) 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	\$9,700
II. Resident Consultant Services	<u>N/A</u>
Total	\$9,700

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: James Deeds
Address: 301 Alexander 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.

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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.

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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: 
James Deeds, PE, Principal

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

- I. Basic Services of the Consultant to be provided:
 - Review up to three options for replacing the existing emergency generator
 - Replace with equal size and document what is currently being backed up
 - Add select portions of existing building
 - Complete building backup
 - Compare natural gas versus diesel fuel
 - Determine options for connecting a portable generator for full or partial building power
 - Review potential construction sequencing for new work and how power to existing building will be affected
 - Verify whether generator can fit within existing screening wall or whether new location and wall will be required
 - Review options for adding a solar photovoltaic (PV) array the on existing roof
 - Verify existing roof structure has capacity to accommodate new PV array
 - Recommend how to add between 2 and 6 electric vehicle charging stations for future City fleet vehicles
 - Deliverables: Report with narrative, drawings/sketches, and opinion of cost
 - Project administration: Management of project SharePoint site and submittal of bi-weekly progress reports

- II. Resident Consultant Services to be provided: N/A
 - An amendment will be entertained as scope of the work on this project becomes clearer.

- III. Services Not included (available upon request):
 - Design, bidding, and construction administration services for any recommendations included in the preliminary design
 - Design of site or civil systems or components (grading, utilities, drainage, etc.)

ATTACHMENT 2

PROJECT SCHEDULE

Draft Report for review
Final Report

October 11, 2024
October 25, 2024

ATTACHMENT 3

SCHEDULE OF FEES

Resource Consulting Engineers

Principal/Senior Engineer	\$175/hour
Engineer	\$160/hour
Designer	\$120/hour
Intern	\$70/hour
Support Staff	\$60/hour

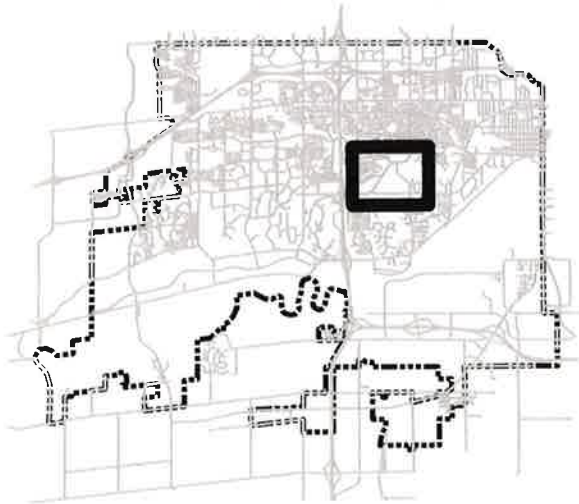
KPFF Structural Engineers

Structural Engineer	\$160/hour
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The hourly rates above are for calendar year 2024 and are subject to change on an annual basis.

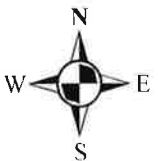


VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

City Hall Generator Replacement

LOCATION:

City Hall

DRAWN BY: JPM

DATE: 9/3/2024

PROJECT NUMBER/NAME: 0510-034-2024

SHT. 1 of 1

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

DATE: September 16, 2024

ITEM:

Resolution – Approving Professional Services Agreement
Raccoon River Bridges Feasibility Study

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the preliminary design of this project is anticipated not to exceed \$141,500.00 for Basic Services of the Consultant. 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 Foth Infrastructure and Environment, LLC to perform the professional services necessary for the Raccoon River Bridges Feasibility Study. The project will include the examination of conceptual alignments for two (2) Raccoon River Crossings, one (1) east of I-35 near South 35th/50th Street and one (1) west of I-35 near South Jordan Creek Parkway. The South Jordan Creek Parkway river crossing examination will include an alternative for an at-grade crossing of the Iowa Interstate Railroad (IAISRR) near Raccoon River Drive as well as an alternative for a grade separated crossing that would go over the IAISRR and Raccoon River Drive. Each conceptual alignment will include an initial build cross section consisting of a 2-lane roadway with a shared use path, with the ultimate build cross section consisting of an additional 2-lane roadway with a sidewalk. Limited field surveys will be conducted. Environmental services will be desktop review only and no field work will be completed.

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 Raccoon River Bridges Feasibility Study.

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	September 9, 2024		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**Raccoon River Bridges Feasibility Study
Project No. 0210-060-2024**

and,

WHEREAS, said Preliminary Design needs to be conducted, and

WHEREAS, Engineering Services Department staff have recommended the Preliminary Design be conducted by Foth Infrastructure and Environment, LLC, and

WHEREAS, the Engineering Services Department has obtained a written proposal from Foth Infrastructure and Environment, LLC to do the work requested, which estimates the following cost to the City of West Des Moines:

Basic Services of the Consultant	\$141,500.00
Resident Consultant Services	\$ <u> N/A </u>
Total	\$141,500.00

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Foth Infrastructure and Environment, LLC is hereby directed to complete the Preliminary Design for the above named project.

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

PASSED AND APPROVED on this **16th** day of **September, 2024**.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 16th day of September, 2024, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224), a limited liability company 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 **Raccoon River Bridges Feasibility Study (Project No. 0210-060-2024)** 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	\$ 141,500
II. Resident Consultant Services	<u>Not Included</u>
Total	\$ 141,500

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:

FOR THE CONSULTANT:

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

Name: Foth Infrastructure & Environment, LLC
Attn: Bradley D. Hopkey, P.E.
Address: 8191 Birchwood Court, Suite L
City, State: Johnston, IA 50131

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

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

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

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

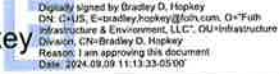
23. COUNTERPARTS

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

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

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

CITY OF WEST DES MOINES

BY:  Bradley D. Hopkey
Bradley D. Hopkey, PE, Lead Civil Engineer

BY: _____
Ryan T. Jacobson, City Clerk

WITNESS:  Patrick P. Kueter
Patrick P. Kueter, PE, Client Director

ATTACHMENT 1

SCOPE OF SERVICES

The work to be performed by the Consultant under this Agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete analysis and design for the project.

The project consists of the functional design associated with the **Raccoon River Bridges Feasibility Study (Project No. 0210-060-2024)**. The project will include the examination of conceptual alignments of South 35th/50th Street and South Jordan Creek Parkway corridors crossing the Raccoon River. The Consultant will complete limited design surveys, limited environmental services, functional roadway and bridge design, and cost estimating services. This scope of services is based on the following project assumptions:

Project Assumptions

- Field surveys will be limited and only initiated if critical elevations are needed to verify roadway clearances above the Iowa Interstate Railroad.
- The study will include two crossings of the Raccoon River, one approximately 1.6 miles west of Interstate 35 and one approximately 1.0 mile east of Interstate 35.
- One river crossing will include the extension of South Jordan Creek Parkway on the west side of Interstate 35. The alignment will extend from the South Jordan Creek Parkway and Grand Avenue intersection to SE Maffitt Lake Road west of the reservoir. Approximate project length will be 1.5 miles.
- The South Jordan Creek Parkway extension will include two alternatives for crossing the Iowa Interstate Railroad and Raccoon River Drive. The first alternative will be an at-grade crossing and the second alternative will be a grade-separated crossing.
- The other river crossing will include two conceptual alignment alternatives. The first will be the extension of South 50th Street and the second will include the extension of South 35th Street. Both alternatives will include improvements beginning at Grand Avenue and ending at the intersection of SE Army Post Road and SE 35th Street. Approximate project length will be between 1.3 miles and 1.6 miles.
- The future full-build cross-section of all three alternatives will include a 68' wide four-lane boulevard; a four-foot-wide sidewalk on one side; and a ten-foot-wide shared use path on the other side.
- The initial cross-section will include pavement for a two-lane, 26' wide roadway; and the 10' wide shared use path. Grading for the entire right-of-way section will be included in the initial project.
- The proposed right-of-way width will be 120-feet.
- The future full-build will include pavement for the other two-lane, 26' wide roadway; median grading; and left-turn lanes.
- The initial build for all alternatives will include a bridge over the Raccoon River that will accommodate a two-lane roadway with a shared use path. The future full-build will include a second two-lane bridge with a sidewalk.
- The Statewide Urban Design and Specifications (SUDAS) and the City of West Des Moines Supplemental Specifications shall apply to construction work on this Project.
- Includes limited corridor environmental documentation following Iowa DOT guidelines. Any archaeological and architectural investigations will include a desktop review only, no field work will be completed.
- Hydraulic modeling of Raccoon River will not be included. The FEMA Flood Map Service Center will be used to determine flood profiles and detailed base flood elevation information.
- Geotechnical Services will not be included.
- Preliminary design; final design, including preparation of acquisition plats and easements; bidding services; and construction period services are not included.

The scope of services to be performed by the Consultant shall be in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

I. BASIC SERVICES OF THE CONSULTANT

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

A. Project Coordination

The Consultant will complete the following project coordination tasks:

1. Design Development Coordination

Maintain communications with the City to review progress and discuss specific elements of the project design and receive direction from the City. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, the Consultant will attend three (3) meetings that will be attended by three (3) staff members of the Consultant.

The following meetings are included with the scope of work:

- Scoping Phase – One (1) meeting
- Conceptual Design Phase – One (1) meeting
- Functional Design Phase – One (1) meeting

There is one (1) additional meeting included for miscellaneous purposes and it is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

2. Project Information Meetings

Conduct one (1) project information meeting that will be attended by three (3) staff members of the Consultant. The purpose of the meeting will be to provide a brief overview of the proposed improvements to the surrounding roadways and a discussion of the reconstruction plan, as well as gather information on the concerns, priorities, and specific issues of the adjacent property owners and other affected parties. This task includes preparation of the display materials and handout information for the meeting.

The reserving of the meeting facility and the mailing of a public notification will be completed by the City.

3. Individual Property Owner Meetings – Not Included

4. Design Utility Coordination

Utility coordination will be limited to the One Call Design Information Request system. Mapping received through the One Call system will be utilized for project base mapping. Meetings with utility company representatives are not included.

5. Periodic Meetings with Local Elected Officials – Task performed by City staff.

6. Project Management (Seven (7) months for September 2024 – March 2025)

The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

This task also includes site administration of the City's project SharePoint site and bi-weekly progress reports posted to the project's OneNote document.

B. Limited Design Surveys and Mapping

Perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City shall provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

1. Control Survey

Establish horizontal and vertical control for the Project area based on the City of West Des Moines permanent Horizontal (Iowa State Plane South) and Vertical Control (West Des Moines Datum) monuments. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

2. Topographic Survey

Perform topographic surveys required for the development of the projects. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping and the digital terrain model.

Topographic Survey will be limited to the existing Raccoon River Drive and Iowa Interstate roadway and rail elevations respectively.

If needed, pond depths will be estimated based on best available information. This will include, but is not limited to, existing geotechnical reports that may be available for the retired mining operations between Raccoon River and SE Army Post Road.

3. Utility Survey

Utilize the Iowa One Call Design Information Request system. Contact utility owners of record or the "Iowa One Call" representative and obtain existing utility maps. Show utility name and describe the utility on the plans at a Utility Quality Level D (QLD).

This task does not include the field verification of utility locations established by others.

4. Wetland Delineation Survey – Task not included

5. Right-of-Way Survey

Property lines, right-of-way lines, section lines, and property ownership will be determined using City and County Geographic Information Systems (GIS).

6. Project Base Map

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into electronic base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

7. Preparation of Acquisition Plats and Legal Descriptions – Task not included

C. **Geotechnical Services** – Task not included.

D. **Environmental Services**

The Consultant will complete the following environmental services:

1. Desktop Wetland Review

The Consultant will review map and aerial photograph resources to assist with identifying suspect Waters of the United States (WUS) and wetland areas at the subject site. These sources include the current USGS Topographic Map, National Wetland Inventory (NWI) Map, Natural Resources Conservation Service (NRCS) Soil Survey Map, Light Detection And Ranging (LiDAR), and historic aerial photographs. Potential wetland and WUS locations within the proposed roadway corridors will be mapped.

2. Desktop Threatened & Endangered Species Habitat Review

The assessment will include a review of U.S. Fish and Wildlife Service (FWS) Planning and Consultation System (IPaC) database to identify federally-listed species of concern and records of known occurrences. Based on the identified species, the Consultant will map the locations of potential habitat for the listed species.

3. Cultural Resource and Historic Property Desktop Review

The Consultant will retain a subcontractor to perform a desktop survey that will review a corridor width of 1,500 feet (750 feet either side of centerline), reviewing both the architectural and archeological aspects. This task includes the data review, analyses, report preparation, and all other tasks necessary to complete a Phase IA desktop assessment that will meet or exceed the current Association of Iowa Archeologists Guidelines for Archeological Investigations in Iowa.

4. Alternative Analysis

The Consultant will prepare an Alternative Report that will include an evaluation of the proposed alignments comparing potential costs, constructability, and environmental considerations.

5. Environmental Justice/Disadvantaged Communities Desktop Review

The Consultant will utilize the Environmental Protection Agency (EPA) EJScreen Community Report database to identify whether the proposed roadway corridors will disproportionately impact minority and low-income populations.

6. Floodplain/Floodway Desktop Review

The Consultant will review Federal Emergency Management Agency (FEMA) databases to map the locations of identified floodplains or floodways along the proposed roadway corridors.

E. **Traffic Engineering Services** – Task not included.

F. **Conceptual Design**

Complete conceptual design for the proposed street improvement. The primary focus will be on development of the centerline horizontal alignment alternatives and order of magnitude right-of-way impacts based on a typical section and vertical profile.

The work to be performed by the Consultant under Conceptual Design phase shall consist of the following tasks:

1. Develop Design Criteria

Consultant will develop and review the design criteria to be used in the development of the roadway improvements with the City. Criteria will conform to the City and SUDAS Standards. The criteria to be addressed include:

- Functional classification and design type.
- Design speed and regulatory speed.
- Widths of travel lanes, parking areas, and right-of-way.
- Horizontal and vertical clearances.
- Provisions for pedestrians and/or bicycles.
- Street lighting requirements.
- Utility corridor locations.

The Consultant will prepare a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the City prior to proceeding with subsequent tasks.

2. Traffic Review/Analysis – Task completed by City.

3. Conceptual Roadway Alignments

Consultant will utilize approved design criteria to define the proposed alignment, establish right-of-way, and determine access and grading impacts. This task also includes the preparation of display materials and cost estimates. The purpose of this phase is to determine the preferred alignment.

For estimating purposes, it is assumed that up to two alignments will be developed for each roadway corridor.

4. Major Roadway Culvert Conceptual Development

Develop culvert concept plans for any major drainage crossings. The purpose of this phase is to determine preferred culvert type and location and incorporate it into the overall development of the preferred roadway concept.

5. Bridge - Conceptual Development for Raccoon River Crossing

The Consultant shall investigate structural configurations for their ability to satisfy geometric and hydraulic requirements for a grade separated facility over the Raccoon River for each roadway corridor. For the S 50th Street and S 35th Street corridors, this will include geometric requirements for the Iowa Interstate Railroad. Other factors considered include economy, aesthetic enhancements and constructability. Concepts will generally conform to Iowa Department of Transportation (Iowa DOT) standard details and design recommendations.

6. Bridge – Conceptual Development for Grade Separation of S Jordan Creek Parkway and Iowa Interstate Railroad

The Consultant shall investigate structural configurations for their ability to satisfy geometric requirements for a grade separated facility over the Iowa Interstate Railroad and Raccoon River Drive for the S Jordan Creek Parkway corridor. Concepts will generally conform to Iowa Department of Transportation (Iowa DOT) standard details and design recommendations.

7. Prepare Exhibits

Exhibits will consist of aerial mosaics for the project with the major project features indicated on the aerial photograph. Include coloring, lettering, and other techniques to delineate the

proposed design concepts, roadway profiles and right-of-way needs, including typical sections of the roadway. The figure will indicate possible wetlands, right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

G. Functional Design – (30% Complete)

Complete functional design layout for the proposed improvements. The primary focus will be on development of roadway geometrics, identify existing and proposed utility locations, identify existing and proposed right-of-way needs, and develop a general staging concept to construct the improvements. The work to be performed by the Consultant under the Functional Design phase shall consist of the following tasks:

1. Develop Typical Sections

Develop typical sections for the mainline street improvements. This task includes lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types, and clear-zones. This task does not include pavement and subgrade design. This task also includes identifying potential storm sewer, sanitary sewer, water main, fiber optics, and other utility locations in the development of the typical sections. Detailed design calculations and capacity analysis for storm sewer, water main, or sanitary sewer is not included as part of this task.

It is anticipated that one (1) typical cross section will be developed for each roadway corridor.

Typical cross sections will also be developed for each of the side street connections.

2. Develop Functional Geometrics

Develop functional geometrics that includes intersection return radii, sidewalk locations, and driveway locations for the project. Design vehicle turning templates will not be included in this task.

3. Develop Horizontal Alignments

Utilizing functional geometrics, aerial photograph resources, and LiDAR, develop horizontal alignments for the mainline and connecting roadways. The alignments will be developed based on the technical memorandum summarizing the design criteria.

This task includes functional horizontal alignments for the following side roads:

- Grand Avenue and Raccoon River Drive connections to S Jordan Creek Parkway (if needed for the grade-separated crossing of the railroad and Raccoon River Drive).
- High Street and Commerce Drive connections to S 50th Street.
- Hidden Creek Drive, High Street, and Commerce Drive connections to S 35th Street.
- SW 105th Street/SW 52nd Street connections to the preferred river crossing on the east side of Interstate 35.
- SE Army Post Road and SE 35th Street connections to the preferred river crossing on the east side of Interstate 35.

4. Functional Design Exhibits

Prepare functional design exhibits that will consist of a full-size aerial strip map that shows the major project features. Include new roadway features, driveway locations, sidewalk locations, property lines, property ownership, anticipated right-of-way needs, changes in accesses, and major structure locations.

5. Functional Field Review

A field review will be held with the Project Development Team to discuss key issues and design concepts, including drainage, access control, traffic control/stage construction, and right-of-way. The review will determine the completion of the functional exhibit design and identify

needed adjustments to minimize potential property impact. Revisions will be noted for preparation of the final exhibits.

6. Functional Opinion of Probable Construction Cost

The Consultant shall prepare a functional level Opinion of Probable Construction Cost for the Project at the time of completion of the functional exhibits. The Opinion of Probable Construction Cost is intended for the use of the City in Capital Improvement planning.

7. Quality Control

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final exhibits and cost opinion. Review the final exhibits for technical accuracy, as well as conformance with the project design criteria.

H. Preliminary and Final Design – Tasks not included

I. Bidding Services – Tasks not included

II. RESIDENT CONSULTANT SERVICES – Task not included.

ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT

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

- 1.) Preliminary Design and Plan Preparation
- 2.) Final Design and Plan Preparation
- 3.) Bidding Services
- 4.) Real Estate Acquisition Services
- 5.) Contaminated Soils Investigations
- 6.) Traffic Signal Design
- 7.) Retaining Wall Structural Design
- 8.) Street Lighting Circuit Design
- 9.) Streetscape Design
- 10.) Construction Administration
- 11.) Resident Construction Observation
- 12.) Construction Surveys
- 13.) Construction Period Testing Services
- 14.) Water Main Design
- 15.) Sanitary Sewer Design
- 16.) Geotechnical Services
- 17.) Phase II Cultural Resource Investigations
- 18.) Biological Resource or Bat Acoustic Surveys
- 19.) Alternatives Analysis if an Individual Section 404 Permit is needed

ATTACHMENT 2

PROJECT SCHEDULE

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

I. BASIC SERVICES OF THE CONSULTANT

- | | |
|----------------------------------|--------------------------------|
| A. Anticipated Contract Approval | September 16, 2024 |
| B. Conceptual Design | September 2024 – December 2024 |
| C. Functional Design | January 2025 – March 2025 |

II. RESIDENT CONSULTANT SERVICES (NOT INCLUDED)

ATTACHMENT 3
SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2024 HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$248 - \$259
Project Manager	\$190 - \$248
Project Engineer	\$159 - \$248
Staff Engineer	\$131 - \$162
Planner	\$131 - \$214
Project Scientist	\$131 - \$173
Technician	\$88 - \$181
Construction Manager	\$137 - \$188
Land Surveyor	\$150 - \$212
Project Administrator	\$85 - \$106
Administrative Assistant	\$64

REIMBURSABLE EXPENSES

1. All equipment, field service vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

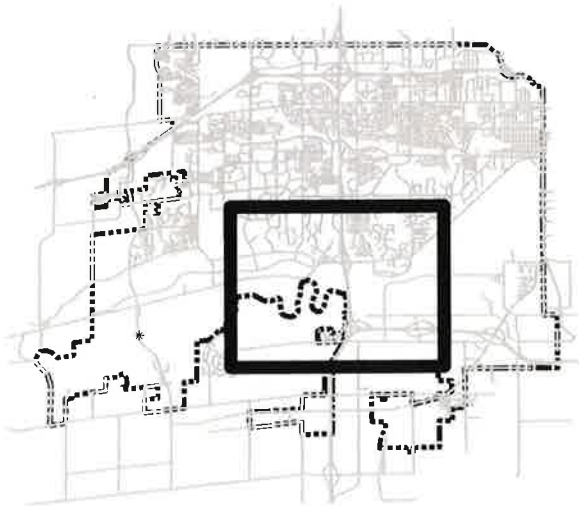
1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.



VICINITY MAP

LEGEND

PROJECT LOCATION



PROJECT:

Raccoon River Bridges Feasibility Study

LOCATION:

DRAWN BY: JPM

DATE: 9/3/2024

PROJECT NUMBER/NAME: 0210-060-2024

SHT. 1 of 1

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

DATE: September 16, 2024

ITEM:

Resolution – Approving Professional Services Agreement
Walnut Creek Stormwater Pump Station Controls Replacement

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed \$36,500.00 for Basic Services of the Consultant. 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 Fees.

BACKGROUND:

Approval of this action authorizes Resource Consulting Engineers, LLC to perform the professional services necessary for the replacement of the existing stormwater pump control panels, main electrical service distribution equipment, motor control center, and screening/security gate at the Walnut Creek Stormwater Pump Station located along the flood levee wall northeast of the 1st Street & Grand Avenue intersection. Replacement is recommended due to age of equipment and difficulty finding replacement parts. Improvements will be closely coordinated with the U.S. Army Corps of Engineers.

Budget for final design and bidding was approved as part of the FY 24-25 CIP budgeting process. Final design will be completed to the point wherein a more accurate cost estimate can be established. Budget for construction of the improvements will be requested in the FY 25-26 CIP budgeting process.

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 Walnut Creek Stormwater Pump Station Controls Replacement.

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>AB</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	September 9, 2024		
Recommendation	Yes	No	Split

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT

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

**Walnut Creek Stormwater Pump Station Controls Replacement
Project No. 0510-038-2024**

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	\$36,500.00
Resident Consultant Services	<u>\$ N/A</u>
Total	\$36,500.00

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 **16th** day of **September, 2024**.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 16th day of September, 2024, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and RESOURCE CONSULTING ENGINEERS, LCC, (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 Walnut Creek Stormwater Pump Station Controls Replacement (Project No. 0510-038-2024) 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	\$36,500
II. Resident Consultant Services	N/A
Total	\$36,500

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: James Deeds
Address: 301 Alexander 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.

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

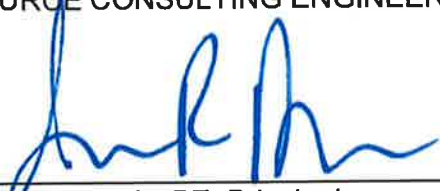
This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

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.

RESOURCE CONSULTING ENGINEERS, LLC

CITY OF WEST DES MOINES

BY:



James Deeds, PE, Principal

BY:

Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

Provide Engineering Design Services for the West Des Moines – Walnut Creek Stormwater Pump Station Controls Replacement Project to improve operating capabilities at the Walnut Creek Pump Station in West Des Moines.

Based on the information obtained during a field site observation on August 14th, 2024, documents you shared by email it is understood that the intent of this project is:

- Update the existing pump station electrical and controls.
 - Electrical service and distribution equipment
 - Motor control center
 - Upgrade to digital controls
 - Existing control and power wiring is to remain so that it can be extended to the updated control and power system equipment.
- Replace existing metal gate.
- I. Basic Services of the Consultant to be provided:
 - Design Phase Services, including:
 - Verification of installed conditions for existing storm water management systems for pump station
 - Calculations to verify appropriate sizing for new electrical equipment to serve the pump station.
 - Design of new power distribution system from the load side of the existing utility transformer to pump motors, and gate motor connections.
 - Design of upgrades to controls for existing mechanical systems as appropriate
 - Basic control scheme diagrams for control development of a system integrator to design and construct a new facility control panel.
 - Design of new metal security/screening gate similar to existing gate
 - Preliminary and final Opinion of Cost documents
 - Attendance at project design meetings to review design and system options with City of West Des Moines
 - Production of contract documents to include:
 - Drawings
 - Project Manual
 - Bidding Phase Services, including:
 - Response to requests for information
 - Attendance at pre-bid meeting
 - Preparation of Addenda as necessary
 - Review of Quotes/Proposals and recommendation for award
 - Preparation of Contract for agreement between City and Contractor
 - Project administration: Management of project SharePoint site and submittal of bi-weekly progress reports
- II. Resident Consultant Services to be provided: N/A
 - An amendment will be entertained as scope of the work on this project becomes clearer.

III. Services Not Included (available upon request):

-
- Design of modifications to electrical systems other than those associated with the storm water management system.
- Design of modifications to incoming primary electrical utility
- Design of modifications to lighting or lighting control systems
- Design of modifications to communications systems
- Design of modifications to, or analysis of, structural components
- Design of modifications to facility systems other than those described herein
- Civil Engineering services
- Additional requirements of Army Corp of Engineers that require milestone submissions and additional project meetings.

ATTACHMENT 2

PROJECT SCHEDULE

The City of West Des Moines currently has design for this Project budgeted for the 2024-2025 fiscal year, with construction expected to be budgeted for the 2025-2026 fiscal year. Information important to making final design decisions is necessary as part of the completion of the 2025-2026 fiscal year budget, so major design decisions and opinion of cost will be provided by November 1, 2024. It is our intent to have the Project design completed by January of 2025.

ATTACHMENT 3

SCHEDULE OF FEES

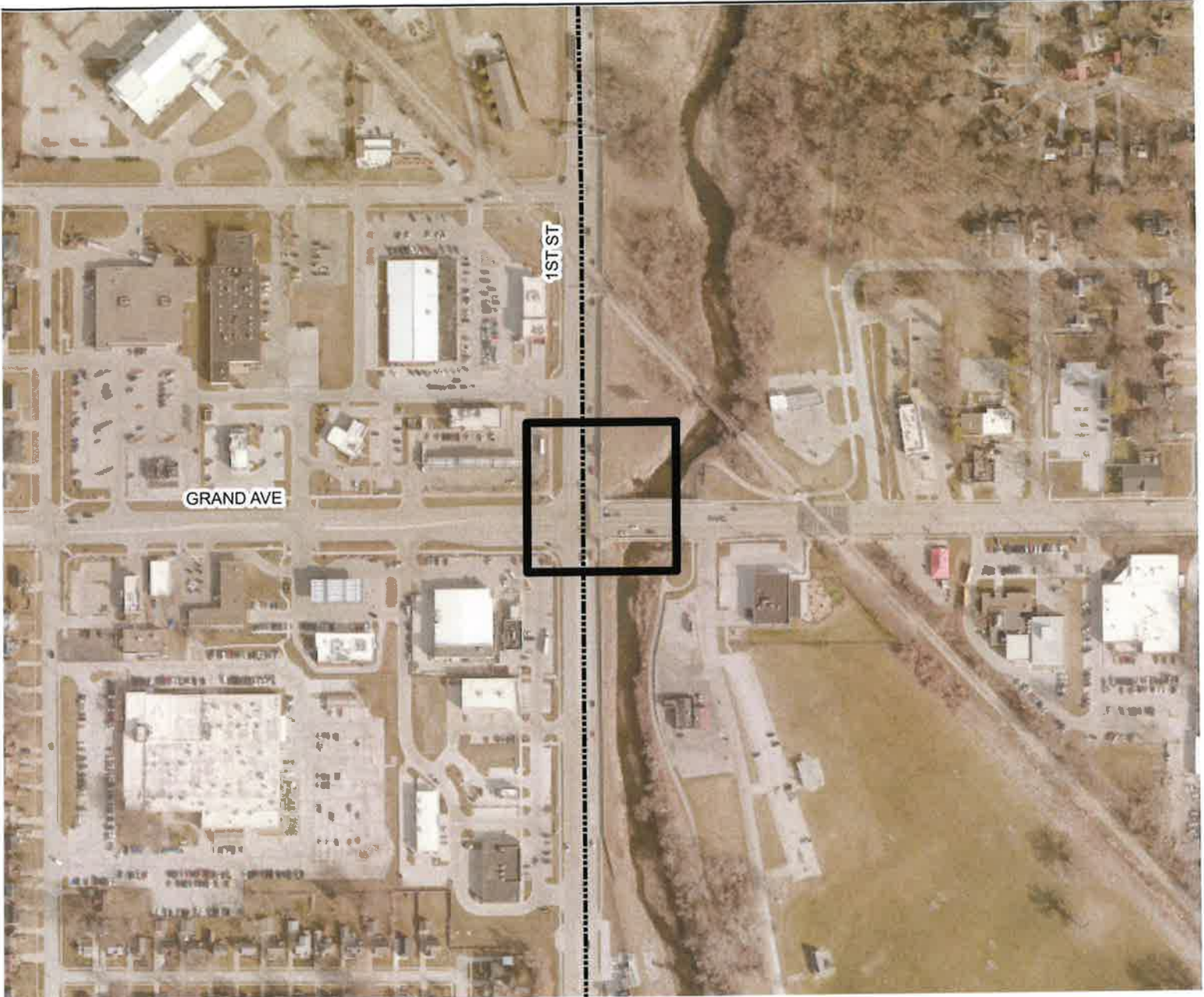
Resource Consulting Engineers

Principal/Senior Engineer	\$175/hour
Engineer	\$160/hour
Designer	\$120/hour
Intern	\$70/hour
Support Staff	\$60/hour

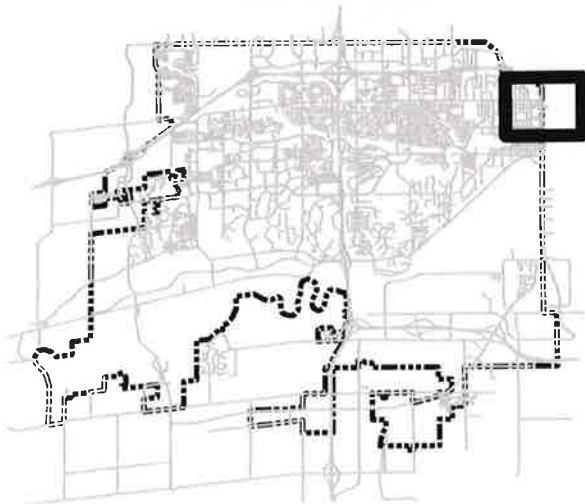
Studio Melee

Architect	\$125/hour
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The hourly rates above are for the calendar year 2024 and are subject to change on an annual basis.



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Walnut Creek Stormwater Pump Station Controls Replacement

LOCATION:

'Exhibit A'

DRAWN BY: JPM

DATE: 9/3/2024

PROJECT NUMBER/NAME: 0510-038-2024

SHT. 1 of 1

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

ITEM:

DATE: September 16, 2024

Resolution - Terminating the existing 28E Agreement between the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights for the operation of a Metro Home Improvement Program

Resolution - Approving and authorizing the execution of a new 28E Agreement between the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights and the Mid Iowa Planning Alliance for Community Development (“MIPA”) for the operation of a Metro Home Improvement Program (“MHIP”)

FINANCIAL IMPACT: The City of West Des Moines’ maximum financial impact would be one eighth (1/8) of the administrative cost each year and \$30,000 every other year applied towards the local required rehabilitation dollar match for the owner-occupied housing rehabilitation program, MHIP. The program is available for qualifying West Des Moines residents. The amount to be budgeted in 2024-25 will be \$38,968, which includes \$8,968 for administration and \$30,000 in matching funds for housing rehabilitation. The administrative funds and rehabilitation match funds can be paid from the general fund or the Low and Moderate income (LMI) housing tax increment financing (TIF) account.

BACKGROUND: In 2004, the City of West Des Moines began administering WestHELP. It was an owner-occupied rehabilitation program in partnership with the cities of Clive, Johnston, Urbandale, and Windsor Heights. In 2007, the program was expanded to also include the cities of Altoona, Ankeny, Bondurant, Grimes, Pleasant Hill, and Polk City. Additionally, the name of the program was changed to the Metro Home Improvement Program (MHIP). Since 2007, the cities of Clive, Johnston, and Pleasant Hill have decided to exit the program.

In April 2015, the cities of Altoona, Ankeny, Bondurant, Grimes, Johnston, Pleasant Hill, Polk City, Urbandale, Windsor Heights, and West Des Moines entered into a 28E Agreement for the operation of the MHIP. As of today, there are eight participating cities: Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, Windsor Heights, and West Des Moines. The City of West Des Moines has been administering this program since its inception in 2004. With recent staffing changes, the City evaluated our own housing needs, staff time, and availability of other organizations to provide administrative services. It was determined that MHIP would best be administered by the MIPA. MIPA was formed in 2021 to assist its regional member communities by providing technical support with the intent of improving economic growth and living conditions throughout the region. MIPA already provides administration for other housing rehabilitation programs within their service area, so their staff will have the appropriate expertise and experience to administer MHIP. This transition would allow the City’s housing staff to strategically focus efforts on housing-related work entirely within the city of West Des Moines.

The MHIP Management Committee met and approved the recommendation to allow MIPA to administer this housing rehabilitation program. Housing staff have been working closely with the staff from MIPA on this transition to make the move as seamless as possible. The current 28E Agreement will be terminated and a 28E Agreement has been prepared with MIPA as the administrator of the program and the City of West Des Moines continuing as a participating city. The effective date of the 28E Agreement is October 1, 2024.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve Agreement and Resolution Terminating the 28E Agreement between the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights (“Cities”) for the operation of a Metro Home Improvement Program.

Approve the new 28E Agreement between the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights and the Mid Iowa Planning Alliance for Community Development for the operation of a Metro Home Improvement Program (“MHIP”) and authorize the Mayor to sign the 28E Agreement on behalf of the City of West Des Moines.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	NA
Dates(s) Published	NA

SUBCOMMITTEE REVIEW (if applicable)

Committee	NA		
Date Reviewed	NA		
Recommendation	Yes	No	Split

**RESOLUTION TERMINATING CHAPTER 28E AGREEMENT BY AND BETWEEN
THE CITY OF ALTOONA, CITY OF ANKENY, CITY OF BONDURANT, CITY OF
GRIMES, CITY OF POLK CITY, CITY OF URBANDALE, CITY OF WEST DES
MOINES AND CITY OF WINDSOR HEIGHTS, IOWA**

WHEREAS, on April 1, 2015 the Cities of Altoona, Ankeny, Bondurant, Grimes, Johnston, Pleasant Hill, Polk City, Urbandale, West Des Moines and Windsor Heights entered into an Intergovernmental Agreement for the administration of the Metro Home Improvement Program pursuant to Iowa Code Chapter 28E; and

WHEREAS, the cities of Johnston and Pleasant Hill have previously terminated their participation in the Agreement; and

WHEREAS, the Agreement provides for its termination upon mutual agreement of the parties; and

WHEREAS, following proper notice as provided by the 28E Agreement, the parties have mutually agreed to terminate the 28E Agreement, effective September 30, 2024.

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

1. Termination of Chapter 28E Agreement by and between the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights, Iowa is approved, effective September 30, 2024 (“Termination Agreement”).
2. The City of West Des Moines agrees to abide by the terms and conditions set forth in the Termination Agreement regarding the City’s rights and responsibilities under the Intergovernmental Agreement for the administration of the Metro Home Improvement Program between the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights dated April 1, 2015.
3. The Mayor is authorized to sign the Termination Agreement and the City Clerk is directed to attest to the Mayor’s signature.
4. Proper filing with the Iowa Secretary of State shall occur as set forth in the Termination Agreement.

PASSED AND APPROVED on the 16th day of September, 2024.

Russ Trimble, Mayor

Attest: _____
Ryan T. Jacobson, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
28E AGREEMENT BETWEEN THE CITIES OF ALTOONA, ANKENY,
BONDURANT, GRIMES, POLK CITY, URBANDALE, WEST DES MOINES,
WINDSOR HEIGHTS AND THE MID IOWA PLANNING ALLIANCE FOR
COMMUNITY DEVELOPMENT**

WHEREAS, the cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights (“Cities”) and the Mid Iowa Planning Alliance for Community Development (“MIPA”) desire to enter into a new agreement under the provisions of Chapter 28E of the Code of Iowa, wherein MIPA will administer the Metro Home Improvement Program (“Program”); and

WHEREAS, the 28E Agreement defines the responsibilities and financial obligations of the parties in order to provide the Program; and

WHEREAS, under Chapter 28E of the Code of Iowa, West Des Moines agrees to formalize its responsibilities by entering into a 28E Agreement with the above Cities and the MIPA; and

WHEREAS, it is in the best interests of the community to continue to support this Program.

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

1. The 28E Agreement for the Program between the Cities and MIPA is hereby approved.
2. The Mayor is authorized to sign the 28E Agreement for the Program and the City Clerk is directed to attest to the Mayor’s signature on the 28E Agreement
3. The 28E Agreement is authorized to be filed in the office of the Iowa Secretary of State and all things necessary to place said 28E Agreement in full force and effect in accordance with Chapter 28E, Code of Iowa.

PASSED AND ADOPTED on September 16, 2024

Russ Trimble, Mayor

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 September 16, 2024 by the following vote:

ATTEST:

Ryan Jacobson, City Clerk

Prepared by: Jessica D. Grove, Deputy City Attorney, P.O. Box 65320, West Des Moines IA 50265; 515-222-3474
Return to: City Clerk, PO Box 65320, West Des Moines, IA 50265

TERMINATION OF CHAPTER 28E AGREEMENT BY AND BETWEEN THE CITY OF ALTOONA, CITY OF ANKENY, CITY OF BONDURANT, CITY OF GRIMES, CITY OF POLK CITY, CITY OF URBANDALE, CITY OF WEST DES MOINES AND THE CITY OF WINDSOR HEIGHTS

This TERMINATION of Chapter 28E Agreement ("28E Agreement") by and between the CITY OF ALTOONA ("Altoona"), the CITY OF ANKENY ("Ankeny"), the CITY OF BONDURANT ("Bondurant"), the CITY OF GRIMES ("Grimes"), the CITY OF POLK CITY ("Polk City"), the CITY OF URBANDALE ("Urbandale"), the CITY OF WEST DES MOINES ("West Des Moines"), and the CITY OF WINDSOR HEIGHTS ("Windsor Heights"): The above-named cities will be referred to individually as an "Authority Member" and collectively referred to as "Authority members" made as of the date set forth below:

WHEREAS, the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights are municipal corporations of the State of Iowa; and

WHEREAS, on April 1, 2015, the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights entered into an Agreement for the operation of a Metro Home Improvement Program ("MHIP") for housing rehabilitation within their respective communities pursuant to Iowa Code Chapter 28E, ("28E Agreement"); and

WHEREAS, the 28E Agreement became effective April 1, 2015 and will continue until terminated by mutual agreement of the Authority Members; and

WHEREAS, the Cities of Johnston and Pleasant Hill previously terminated their participation pursuant to the terms of the 28E Agreement; and

WHEREAS, the remaining Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights agree to terminate the 28E Agreement effective October 1, 2024.

NOW, THEREFORE, in consideration of the mutual undertakings hereby provided, the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights hereby agree as follows:

- (A) The 28E Agreement shall terminate at 11:59:59 p.m. on September 30, 2024. This Termination Agreement shall be enforceable upon its approval and execution by all parties and its filing with the Secretary of State, but its effective date shall be 11:59:59 p.m. on September 30, 2024. The City of West Des Moines shall cause the executed Termination Agreement to be recorded and filed and shall send the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale and Windsor Heights a copy with the recording and filing data shown. Each such copy shall be considered an original of this Agreement.
2. The City of West Des Moines shall do the following:
- (A) Fulfill their budgetary requirements for FY23/24. Ending on September 30, 2024; and
 - (B) Transfer any Program Costs held by the City of West Des Moines to Mid Iowa Planning Alliance (“MIPA”) on or before October 1, 2024; and
 - (C) File a new 28E Agreement between the remaining Cities and MIPA with the Iowa Secretary of State on or before October 1, 2024, upon approval of all member cities; and
 - (D) Regardless of this termination, any liabilities that occurred prior to the termination effective date shall be paid pursuant to the 28E Agreement.

CITY OF ALTOONA

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Altoona, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF ANKENY

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Ankeny, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF BONDURANT

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Bondurant, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF GRIMES

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Grimes, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF POLK CITY

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Polk City, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF URBANDALE

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Urbandale, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF WEST DES MOINES

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of West Des Moines, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF WINDSOR HEIGHTS

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Windsor Heights, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

**28E AGREEMENT FOR OPERATION OF THE
METRO HOME IMPROVEMENT PROGRAM**

THIS AGREEMENT made and entered into the _____ day of _____, 2024 by and between the CITY OF ALTOONA (“Altoona”), the CITY OF ANKENY (“Ankeny”), the CITY OF BONDURANT (“Bondurant”), the CITY OF GRIMES (“Grimes”), the CITY OF POLK CITY (“Polk City”), the CITY OF URBANDALE (“Urbandale”), the CITY OF WEST DES MOINES (“West Des Moines”), and the CITY OF WINDSOR HEIGHTS (“Windsor Heights”), each of which to be referred to individually as an “Authority Member” and collectively referred to as “Authority Members”, and the MID IOWA PLANNING ALLIANCE FOR COMMUNITY DEVELOPMENT (“MIPA”).

WHEREAS, the cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines, and Windsor Heights are municipal corporations organized and existing under the laws of the State of Iowa and are public agencies as defined by Iowa Code Chapter 28E; and

WHEREAS, MIPA is a private agency as defined in Iowa Code Chapter 28E and is a non-profit corporation duly formed and existing pursuant to the laws of the State of Iowa; and

WHEREAS, each city is willing to share certain costs for the operation of a Metro Home Improvement Program for housing rehabilitation within their respective communities (hereinafter referred to as “Metro Home Improvement Program”); and

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

WHEREAS, all cities find that joint and cooperative action will be to their mutual advantage; and

WHEREAS, all cities believe that an agreement pursuant to Chapter 28E of the Iowa Code should be entered into with regard to the Metro Home Improvement Program, which agreement

will be to their mutual advantage.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines, Windsor Heights, and MIPA that:

1. DEFINITIONS:

- A. PROGRAM: For the purposes of this Agreement, the term "Program" shall mean creation of office facilities for and operation of the Metro Home Improvement Program.
- B. SERVICE AREA: For the purpose of this Agreement, the term "Service Area" shall mean the geographical area within the Authority Members' combined corporate limits within Polk County as they exist on the effective date of this Agreement and as they may change in the future, as well as the geographical area of new Authority Members that may join the Agreement in the future.
- C. COORDINATING AGENCY: For purposes of this Agreement, the term "Coordinating Agency" shall mean Mid Iowa Planning Alliance for Community Development.

2. MANAGEMENT COMMITTEE:

- A. POWERS. The Agreement shall be administered by the Management Committee, which, except where this Agreement delegates or reserves powers to one or all cities, or to an Authority Member, shall make the managerial decisions necessary to accomplish the purposes of this Agreement. In addition to powers thus implied, the Management Committee shall by means of the budget procedures provided in paragraph B below, recommend to each Council the initial levels of staffing and equipping of the Program and future staffing, equipment, and budget.

The Management Committee shall establish written policies pertaining to the operational procedures of the Program. Mid-Iowa Planning Alliance shall be responsible for daily operational decisions.

- B. BUDGET. Except for the initial year of operation, annually, at least 120 days prior to date City budgets are required to be filed with the County Auditor, the Coordinating Agency shall deliver to the City Manager/City Administrator of each Member for their review and approval a proposed Budget for the next fiscal year which shall be subject to the approval of the respective Authority Member City Councils. In the event the proposed Budget is not approved by all Authority Member City Councils, the Authority Members' Budget for the current year, adjusted for inflation (Consumer Price Index for the U.S. average for all Midwest urban consumers) shall remain in effect until approval of the new Budget is given by all Authority Members' councils. The Budget may be amended with the approval of all Authority Members' councils.
- C. COMPOSITION. The Management Committee shall consist of one (1) representative from each Authority Member. Each Authority Member may designate alternate representative(s) to serve in the absence of Management Committee members.
- D. MEETINGS. The Management Committee shall meet at least once each calendar year and at such other times as it deems necessary. A special meeting may be called by the Coordinating Agency or any three (3) representatives of the Committee. At any meeting, each representative shall have one (1) vote. A quorum shall consist of a number equal to fifty percent (50%) of the total Management Committee's voting representatives plus one (1). Except as

otherwise provided herein, decisions of the Management Committee shall be made by a majority vote of the Committee representatives present constituting a quorum. Minutes of all meetings shall be taken by the Coordinating Agency who shall cause all minutes to be forwarded to the representative of Authority Member. Because the Management Committee and the Sub-Committees thereof are created by Authority Member City Councils, and make budget and other recommendations, the Management Committee and Sub-Committees thereof shall be deemed to constitute governmental bodies subject to the open meetings and open records law of Iowa, to wit: Chapters 21 and 22, Code of Iowa.

- E. PROFESSIONAL SERVICES: The Management Committee shall have authority within the appropriate budget to engage legal and other professional services as may be necessary.
- F. SUB-COMMITTEES: The Management Committee may establish any sub-committees it feels are necessary to operate the Program.

3. **COORDINATING AGENCY:** MIPA shall be the Coordinating Agency for the Program and hereby consents to such designation. Authority Members agree that:

- A. The Coordinating Agency shall act as the contracting authority for the Management Committee and will advertise for and hold the letting of all bids required of this Project.
- B. Subject to review by the Management Committee, the Coordinating Agency shall employ all regular and probationary employees needed for the operation of the Program to carry out the purposes of this Agreement.
- C. The Coordinating Agency shall have custody of and maintain all books and records of the Project on behalf of the individual Authority Members. Authority

Members shall have the right, at any time upon reasonable notice, to review and inspect the books and records of the Project. The books and records of the Project shall be deemed to be the books and records of Authority Members individually with undivided ownership interests in proportion to their respective contributions to the Authority Member Budget plus original documented contributed capital, and neither the Authority Member nor the Coordinating Agency shall be deemed to possess an ownership interest by virtue of custody or the obligation to maintain said books and records.

- D. Pursuant to policies and procedures adopted by the Management Committee and the Authority Member's adopted budget, the Coordinating Agency shall, through its accounts payable system, pay all bills of the Metro Home Improvement Program.

4. PROGRAM COSTS:

- A. **OPERATING COSTS:** Annual operating costs shall include but not be limited to personnel, office equipment and supplies, computer and software, conferences and training, travel and meeting expenses, financial audits, and such other costs as may be determined by the Management Committee.
- B. **GRANT FUNDS:** Any grant funds received for the Program shall be jointly shared by all communities. During each year this Agreement is in place, each Authority Member will contribute one eighth (1/8) of the cost to administer the program. It is anticipated that all Authority Members will expend an equal allocation of grant funds and contribute a corresponding equal share to cover program costs. Semi-annually during the pendency of this Agreement, the Program Administrator will prepare a percentage comparison of the grant funds

allocated to each of the Authority Members. If such analysis determines that any Authority Member is not utilizing its full share of grant funds; that Member may then elect to relinquish a portion of their funds to any of the other members per the direction of the Management Committee. In turn, that Member's cost assessment will be reduced and the receiving Members cost assessment will be increased by a percentage equal to the amount transferred.

- C. **INSPECTION COSTS:** Any cost incurred by any City in the preparation of work write-ups and inspection of work performed shall be the cost of each respective City.

5. DIVISION OF ANNUAL OPERATING COSTS: Each party to the Agreement shall annually budget for operating costs. Each City will remit payment to MIPA on an annual basis its share of annual operating costs; each cities' share being equal to the total operating cost divided by eight (8). Any difference between actual and budgeted expenditures shall be an adjustment to the following year's payment of costs on a pro-rata basis based on the percentage of actual dwelling units assisted in each City.

6. INDEMNIFICATION: Each party agrees to indemnify and to hold the other parties, their elected officers, agents, employees and 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 other 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 (including, but not limited to, any fiscal obligations herein), or b) by reason of the torts of the indemnifying party. This Agreement shall not extend the liability of any Authority Member or MIPA and each Authority Member, MIPA, and the Management Committee are authorized to insure any and all liabilities which may be

incurred as

a result of this Agreement or operations under it and where appropriate to accept insurance in lieu of other indemnification.

7. **AGREEMENT – METHOD OF APPROVAL:** The parties hereto approve this Agreement by Resolution, which Resolution shall authorize the respective Mayors to execute this Agreement.

8. **AGREEMENT – FILING WITH SECRETARY OF STATE:** When this Agreement has been approved by the parties hereto, this Agreement shall be electronically filed with the Secretary of the State of Iowa in accordance with the provisions of Iowa Code Section 28E.8.

9. **AGREEMENT – EFFECTIVE DATE:** This Agreement shall become effective on October 1, 2024.

10. **AGREEMENT – SUBJECT TO GRANT FUNDING:** The terms of this Agreement are predicated and conditioned upon the ability of MIPA to obtain grant funding for the Program. Should this method of financing be unavailable or unacceptable, MIPA may so notify the Cities of Altoona, Ankeny, Bondurant, Grimes, Polk City, Urbandale, West Des Moines and Windsor Heights and this Agreement shall be null and void.

11. **DURATION AND TERMINATION:** This Agreement shall be effective from the date herein provided until terminated as herein provided. An Authority Member wishing to terminate participation must give one-year advanced notice to all other members not later than December 31st of any given year. Otherwise, this Agreement shall continue until terminated by mutual agreement of the Authority Members.

12. **NOTICES:** Any notice under this Agreement shall be in writing and shall be deemed to be given when deposited in the United States Post Office.

A. Notices to Altoona shall be addressed: Community Development Director, City

of Altoona, 900 Venbury Drive, Suite A, Altoona, IA 50009

- B. Notices to Ankeny shall be addressed: City Manager, City of Ankeny, 410 W. 1st Street, Ankeny, IA 50023
- C. Notices to Bondurant shall be addressed: City Administrator, City of Bondurant, P.O. Box 37, Bondurant, IA 50035
- D. Notices to Grimes shall be addressed: City Administrator, City of Grimes, 101 N. E. Harvey Street, Grimes, IA 50111
- E. Notices to Polk City shall be addressed: City Administrator, City of Polk City, P.O. Box 426, Polk City, Iowa 50226
- F. Notices to Urbandale shall be addressed: City Manager, City of Urbandale, 3600 86th Street, Urbandale, Iowa 50322
- G. Notices to West Des Moines shall be addressed: City Manager, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265
- H. Notices to Windsor Heights shall be addressed: City Administrator, City of Windsor Heights, 1145 66th Street, Suite 1, Windsor Heights, IA 50324
- I. Notices to Mid Iowa Planning Alliance for Community Development shall be addressed: 939 Office Park Road, Suite 306, West Des Moines, IA 50265
- J. If during the term of this Agreement any City shall change the address of its City Hall or seat of municipal government, it shall notify the others of said new address and the new address shall be by mutual agreement substituted for the address herein provided.

13. **ARBITRATION:** Should the parties be unable to agree upon the allocation of costs among them, or should any other dispute arise concerning the interpretation or operation of this Agreement which the parties are unable to resolve, then any such dispute may be

submitted to non-binding arbitration by an arbitrator mutually agreeable to the parties; or, in the absence of such agreement, to an arbitrator chosen by the Chief Judge of the Fifth Judicial District of the State of Iowa. In addition to any other remedies available under applicable law, the parties shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Agreement.

14. GOVERNING LAW; JURISDICTION: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Lawsuits brought by any Party in connection with this Agreement shall be heard and tried in Polk County District Court, Des Moines, Iowa.

15. MODIFICATION OF THE AGREEMENT AND ADDITIONAL MEMBERS: Modifications to this Agreement shall require the approval by resolution of all Authority Members' City Councils at the time of the proposed modification. If a new community desires to join this Agreement, all Authority Members and MIPA must agree to the additional community. Upon approval, an Amendment shall be prepared and is not effective until approved as stated in provision 7 of this Agreement.

16. SIGNATURE PAGES: Each Participating Community and MIPA approving this Agreement shall execute the separate signature page provided for it, and the parties hereto authorize West Des Moines to assemble the signature pages and append same to copies of this Agreement, and to electronically file the Agreement with the Secretary of State.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective officers, pursuant to full authority granted and given as of the day and year first above written.

CITY OF ALTOONA

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Altoona, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF ANKENY

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Ankeny, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF BONDURANT

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Bondurant, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF GRIMES

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Grimes, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF POLK CITY

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Polk City, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF URBANDALE

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Urbandale, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF WEST DES MOINES

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of West Des Moines, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

CITY OF WINDSOR HEIGHTS

By: _____
Mayor

STATE OF IOWA)
)ss:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Windsor Heights, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said _____ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

Mid Iowa Planning Alliance for Community Development

By: _____
_____, _____
Name Title

STATE OF IOWA)
)ss:
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____,
2024, by _____ as _____ of Mid Iowa Planning Alliance for Community Development.

Notary Public

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

Meeting Date: September 16, 2024

ITEM: The Pines at Glen Oaks, Southwest quadrant of I-35 and Mills Civic Parkway Interchange – Approve Extension of Preliminary Plat Approval Entitlement – Paramount – Destination Homes, Inc. – PP-005359-2021

Resolution: Approval of Extension of Preliminary Plat Entitlement

Background: The applicant, Paramount – Destination Homes, Inc. an Iowa Company, and property owner, Gerald M. Kirke Revocable Family Trust, request approval of an extension of the Preliminary Plat approval entitlement for the approximately 8-acre property located at the southwest quadrant of the I-35 and Mills Civic Parkway interchange. The original approval of the project application was granted by the City Council on April 3, 2023, with an entitlement extension granted on April 1, 2024, that keeps the original Preliminary Plat approval valid until October 1, 2024. The Preliminary Plat approval allows for the grading and installation of private utilities on the site. Grading has commenced; however, has been stalled due to the project being in litigation (see following bullet) which has restricted what work can be done until the matter is settled.

Staff Review & Comment:

- **History:** Subsequent to the approval of the preliminary plat for the Pines at Glen Oaks on April 3, 2023, the Glen Oaks Owners Association sued the property owner claiming that the property owner and developer didn't follow the provisions of the covenants of the owner association. This litigation has delayed the developer in improving the property. As part of this entitlement extension request, the applicant has indicated that the district court denied Glen Oaks Owners Association (GOOA) Motion for Temporary Injunction and denied GOOA's Rule 1.904(2) Motion. The mediation is set for September 20th. The applicant is planning to restart the construction shortly thereafter.

Preliminary plats are reviewed under City Code, Title 10 Subdivision Regulations which state:

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.

The developer has not yet submitted a final plat, which the developer indicates is a result of the lawsuit. With no public improvements being done with this plat, staff recommends that the entitlement follow the 12-month rule and the extension allowance be six months from the extension approval date to get a final plat to the City Council.

- **Modifications to Code since last approval:** No changes to the City Code or regulations have been made that would render the preliminary plat inconsistent with codes and regulations.

Outstanding Issues: There are no outstanding issues.

Recommendation: Approve the request for the extension of entitlement by six (6) months to April 1, 2025, subject to the applicant meeting all City Code provisions.

Lead Staff Member: Kara Tragesser

Approval Meeting Dates:

Planning and Zoning Commission	N/A
City Council: First Reading	April 1, 2024

Staff Report Reviews:

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

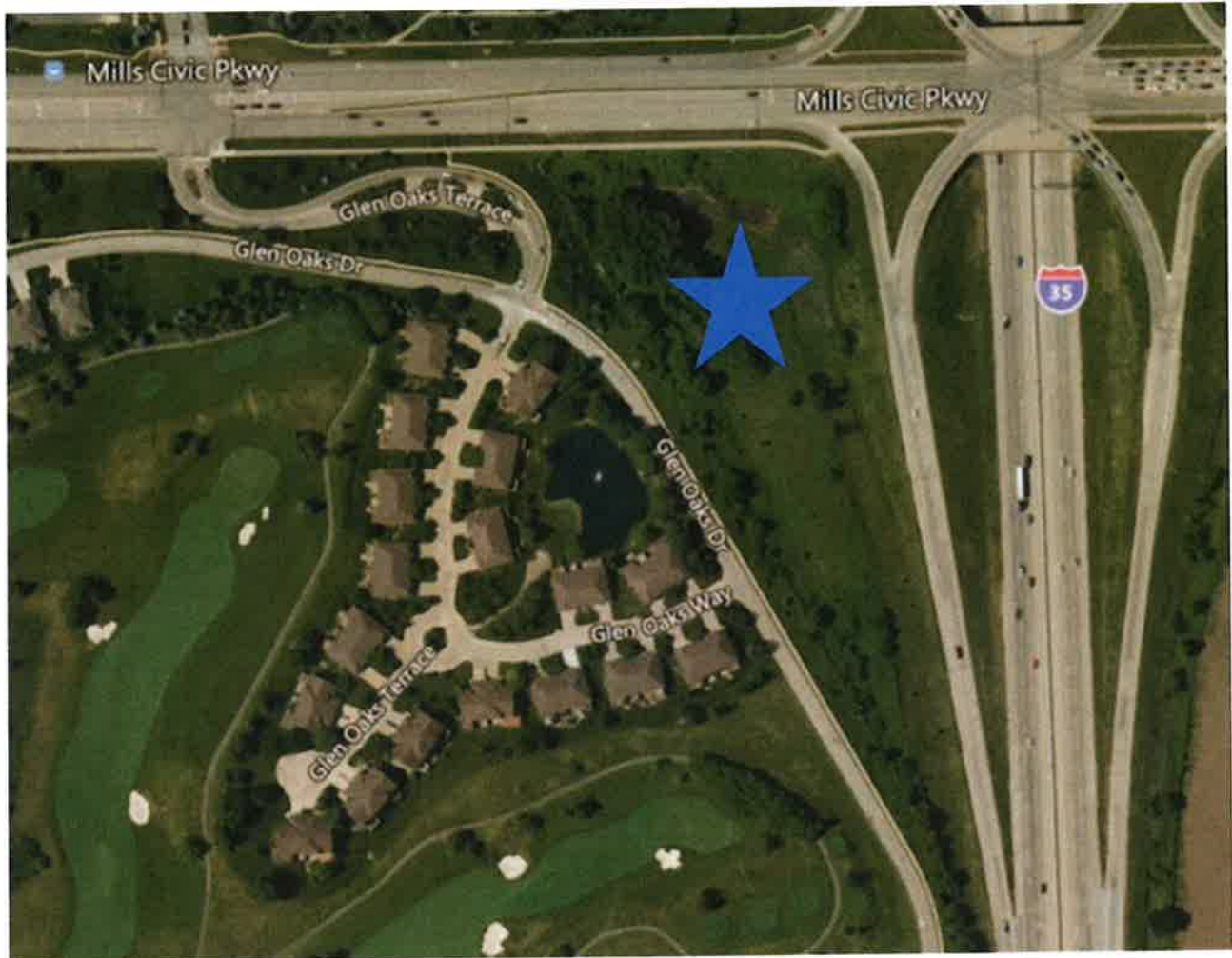
Publications (if applicable)

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

Council Subcommittee Review (if applicable)

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

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 OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING AN EXTENSION OF ENTITLEMENT FOR AN APPROVED PRELIMINARY PLAT FOR THE PINES AT GLEN OAKS

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, Paramount – Destination Homes, Inc. an Iowa Corporation, and property owner, Gerald M Kirke Revocable Family Trust, request approval of an extension of entitlement of the approved Preliminary Plat for the Pines at Glen Oaks for that property located at the southwest quadrant of I-35 and Mills Civic Parkway and legally described in attached Exhibit 'B; 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 findings stated in the applicable provisions of Title 9, Chapter 1, Subsection 8, the Comprehensive Plan and City Code; and

WHEREAS, on this day the City Council held a duly noticed meeting to consider the request for an extension of entitlement to April 1, 2025, for the approved The Pines at Glen Oaks Preliminary Plat.

NOW, THEREFORE, The City Council does approve the extension of entitlement to the Preliminary Plat for the Pines at Glen Oaks until April 1, 2025 (PP-005395-2021), subject to compliance with all of the conditions of approval of the original approval, as well as any conditions added at the meeting, attached hereto as Exhibit "A". Violation of any such conditions shall be grounds for revocation of the entitlement, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on September 16, 2024.

Russ Trimble, Mayor

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

DATE: September 16, 2024

ITEM: Resolution - Approval and Acceptance of Conveyance of Property Interests for Construction of the Mills Civic Parkway Reconstruction Project – South 91st Street to South Grand Prairie Parkway

FINANCIAL IMPACT: \$142,175.00 (previously budgeted)

SYNOPSIS: Property interests necessary for construction of the Mills Civic Parkway Reconstruction Project – South 91st Street to South Grand Prairie Parkway are being donated and purchased through negotiated purchase agreements at the appraised fair market value established by appraisal prepared by Commercial Appraisers of Iowa from the owners shown on **Exhibit “A”**, with additional comments and/or additional costs not reflected in the appraisal shown in bold, if any. The attached resolution approves the purchase agreements and, for policy and title purposes, formally accepts the property interests and authorizes the filing of all relevant documents. Costs associated with acquisition of the property interests will be paid from Account No. 500.000.000.5550.730, Project No. 0510-016-2024 with the ultimate funding intended to come from Tax Increment Financing (TIF) revenue collected from within the Coachlight Urban Renewal Area.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Adopt a Resolution approving and accepting conveyance of property interests to the City of West Des Moines for Construction of the Mills Civic Parkway Reconstruction Project – South 91st Street to South Grand Prairie Parkway.

Lead Staff Member: Brian Hemesath, P.E., City Engineer *JMS for BTH*

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS AND CONVEYANCE OF PROPERTY INTERESTS FOR CONSTRUCTION OF THE MILLS CIVIC PARKWAY RECONSTRUCTION PROJECT – SOUTH 91ST STREET TO SOUTH GRAND PRAIRIE PARKWAY, PROJECT NO. 0510-016-2024

WHEREAS, on April 15, 2024, the City Council of the City of West Des Moines, Iowa established the fair market value and authorized the acquisition of property and easements, including any leasehold interests, necessary for construction of the Mills Civic Parkway Reconstruction Project – South 91st Street to South Grand Prairie Parkway (Project No. 0510-016-2024); and

WHEREAS, ultimate funding is intended to come from Tax Increment Financing (TIF) revenue collected from within the Coachlight Urban Renewal Area; and

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

WHEREAS, the City of West Des Moines has secured property interests through negotiated Purchase Agreements for the acquisition and donation of property interests necessary for the Project; and

WHEREAS, the name of the property owners and the fair market value, established by established by appraisal prepared by Commercial Appraisers of Iowa for property to be acquired are attached hereto as **Exhibit “A”** and made a part of this resolution; and

WHEREAS, documents conveying property interests necessary to complete the Project have been presented to the City for approval; and

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

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council’s approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreements to acquire the property interests.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owner shown on the attached **Exhibit “A”** pursuant to the terms and conditions of the Purchase Agreements.

PASSED AND ADOPTED this **16th** day of **September, 2024**.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**MILLS CIVIC PARKWAY RECONSTRUCTION
- SOUTH 91ST STREET TO SOUTH GRAND PRAIRIE PARKWAY
PROJECT NO. 0510-016-2024**

EXHIBIT/ PARCEL	PROPERTY OWNER	ACQUIRED PRICE-FMV	SUMMARY
35	Silo 9 Plat 1, LLC 9510 Mills Civic Parkway West Des Moines, Iowa 50266 Dallas County 1615300016	\$142,175.00	*38,768 sq.ft. (0.89 ac.) fall within 82.5 feet of the current centerline of Mills Civic Parkway that will be donated due to development standards in the area. *\$37,525.00 is for the removal of the house located on the property.
TOTAL		\$142,175.00	

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

DATE: September 16, 2024

ITEM: Resolution - Approval and Acceptance of Conveyance of Property Interests for Construction of the Mills Civic Parkway Widening Project

FINANCIAL IMPACT: \$131,620.00 (previously budgeted)

SYNOPSIS: Property interests necessary for construction of the Mills Civic Parkway Widening, South 81st Street to South 88th Street Project have been acquired through condemnation hearings and negotiated purchase agreements at the appraised fair market value established by appraisal prepared by Commercial Appraisers of Iowa from the owners shown on **Exhibit "A"**, with additional comments and/or additional costs not reflected in the appraisal shown in bold, if any. The attached resolution approves the condemnation awards and purchase agreements and, for policy and title purposes, formally accepts the property interests and authorizes the filing of all relevant documents. Costs associated with acquisition of the property interests will be paid from Account No. 500.000.000.5550.735, Project No. 0510-035-2023 with the ultimate funding intended to come from the Coachlight Drive Urban Renewal Area TIF and 8300 Mills Civic Parkway Urban Renewal Area TIF.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Adopt Resolution Approving and Accepting Condemnation Awards, Purchase Agreements and Conveyance of Property Interests to the City of West Des Moines for Construction of the Mills Civic Parkway Widening, South 81st Street to South 88th Street Project.

Lead Staff Member: Brian Hemesath, P.E., City Engineer JWS for BJH

STAFF REVIEWS

Department Director	Greta Truman, City Attorney
Appropriations/Finance	Brian J. Hemesath, P.E., City Engineer
Legal	Tim Stiles, Finance Director TS
Agenda Acceptance	Ryan T. Jacobson, City Clerk RJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS
AND CONVEYANCE OF PROPERTY INTERESTS FOR CONSTRUCTION OF THE
MILLS CIVIC PARKWAY WIDENING PROJECT,
PROJECT NO. 0510-035-2023**

WHEREAS, on February 5, 2024, the City Council of the City of West Des Moines, Iowa established the fair market value and authorized the acquisition of property and easements, including any leasehold interests, necessary for construction of the Mills Civic Parkway Widening, South 81st Street to South 88th Street Project (Project No. 0510-035-2023); and

WHEREAS, ultimate funding is intended to come from the Coachlight Drive Urban Renewal Area TIF and 8300 Mills Civic Parkway Urban Renewal Area TIF; and

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

WHEREAS, the City of West Des Moines has secured property interests through negotiated Purchase Agreements for the acquisition of property interests necessary for the Project; and

WHEREAS, the City of West Des Moines condemned property necessary for the construction of the improvements for the Project; and

WHEREAS, the amount of the condemnation award, the names of the property owners and the fair market value of the property to be acquired through purchase agreements are attached hereto as **Exhibit "A"** and made a part of this resolution; and

WHEREAS, documents conveying property interests necessary to complete the Project have been presented to the City for approval; and

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

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

1. The documents described above conveying property interests to the City of West Des Moines, Iowa, are hereby approved and accepted.
2. The City Clerk is directed to certify the Council's approval and acceptance.
3. The City Attorney is authorized to take all steps necessary and consistent with the Purchase Agreements and Condemnation Award to acquire the property interests.
4. The documents shall be filed with the county recorder as appropriate.
5. The Director of Finance is authorized to make payment to the property owners shown on the attached **Exhibit "A"** pursuant to the terms and conditions of the Purchase

Agreements and is authorized to pay the Condemnation Award as shown on the attached **Exhibit "A"**.

PASSED AND ADOPTED this **16th** day of September, 2024.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**MILLS CIVIC PARKWAY WIDENING,
SOUTH 81ST STREET TO SOUTH 88TH STREET
PROJECT NO. 0510-035-2023**

EXHIBIT/ PARCEL	PROPERTY OWNER	ACQUIRED PRICE-FMV	SUMMARY
10	James E. Buehrer and Amy Beth Buehrer 8415 Mills Civic Parkway West Des Moines, IA 50266 Dallas County 1614100009	\$70,000.00	*condemnation award (includes additional \$15,985 above highest offer)
13	Timothy Day Rankin and Pamela J. Rankin 8305 Mills Civic Parkway West Des Moines, IA 50266 Dallas County 1614100013	\$61,620.00	
		TOTAL	\$131,620.00

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

DATE: September 16, 2024

ITEM: Motion - Approval of Settlement and Mutual Release Agreement

FINANCIAL IMPACT: \$4,300,000.00 (positive impact to City)

SYNOPSIS: The City of West Des Moines initiated a lawsuit against RLM Underground, LLC and NGM INS, Co., to recover damages associated with terminated contracts for the installation of portions of the Digital Enterprise Conduit.

The parties have reached a proposed settlement of the claims, with the defendants paying \$4,300,000.00. The attached Settlement and Mutual Release Agreement sets forth the terms of the settlement and release.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Approve the Settlement and Mutual Release Agreement with RLM Underground and NGM INS, Co.

Lead Staff Member: Greta Truman, 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			
Date Reviewed			
Recommendation	Yes	No	Split

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA**

CITY OF WEST DES MOINES, IOWA,

Plaintiff/Counterclaim Defendant,

v.

RLM UNDERGROUND, LLC,

Defendant/Counterclaim Plaintiff,

and NGM INS. CO.,

Defendant.

NGM INS. CO.,

**Cross-claimant and Third-Party
Plaintiff,**

v.

RLM UNDERGROUND, LLC,

Cross-claim Defendant,

and

**RLM ENTERPRISES LLC, M&H
CONSULTING LLC, ERICA T. MUDD,
and RICHARD L. MUDD IV,**

Third-Party Defendants.

HTS UTILITY, LLC,

**Intervenor Plaintiff/Counterclaim
Defendant,**

v.

Case No. 4:22-cv-00382

**SETTLEMENT AND MUTUAL
RELEASE AGREEMENT**

RLM UNDERGROUND, LLC,

**Intervenor
Defendant/Counterclaimant.**

RLM UNDERGROUND, LLC,

Third-Party Plaintiff,

v.

**ARCHEY WAY COMMUNICATIONS,
LLC; BRIMSTONE UTILITIES, LLC;
MORGAN SERVICES, INC.;
INTERNATTIONAL, INC.; REB'S
COMMUNICATIONS, LLC; S.E.I.
UNDERGROUND UTILITIES, LLC; V-
LAINEZ ENTERPRISE, LLC; HDR
ENGINEERING, INC.,**

Third-Party Defendants.

**S.E.I. UNDERGROUND UTILITIES,
LLC, MORGAN SERVICES, INC., V-
LAINEZ ENTERPRISE, LLC. and
INTERNATTIONAL, INC.,**

Third-Party Counterclaim Plaintiffs,

v.

RLM UNDERGROUND, LLC,

Third-Party Counterclaim Defendant.

MORGAN SERVICES, INC.,

Cross-Claimant,

v.

**HTS UTILITY, LLC & BRIMSTONE
UTILITIES, LLC,**

<p>Cross-Claim Defendants.</p> <hr/> <p>V-LAINEZ ENTERPRISE, LLC</p> <p>Third-Party Plaintiff,</p> <p>v.</p> <p>DKG COMMUNICATIONS, LLC</p> <p>Third-Party Defendant.</p>	
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This Settlement and Mutual Release Agreement is made and entered into as of the Effective Date as defined below by and between City of West Des Moines, Iowa (“WDM”), RLM Underground, LLC (“RLM”), RLM Enterprises, LLC (“RLM Enterprises”), M & H Consulting, LLC (“M&H”), Richard L. Mudd, IV (“Lee Mudd”), Erica T. Mudd (“Erica Mudd”), NGM Insurance Co. (“NGM”), and HDR Engineering, Inc. (“HDR”).

WHEREAS, in 2020, WDM undertook a city-wide Digital Enterprise Deployment project to install conduit and vaults in WDM’s right-of-way so that service providers could later install high speed internet fiber for residents and businesses, and WDM awarded twenty-three contracts to seven different general contractors for the city-wide project, including two contracts (“Contracts”) to RLM for portions of the project known as Segments 2-1 and 3-1; and

WHEREAS, RLM posted payment and performance bonds with NGM as surety for Segments 2-1 and 3-1, and RLM, RLM Enterprises, M&H, Lee Mudd and Erica Mudd were guarantors to NGM for such bonds (RLM, together with RLM Enterprises, M&H, Lee Mudd and Erica Mudd are collectively referred to herein as the “RLM Parties”); and

WHEREAS, WDM hired HDR to be the program manager for the Digital Enterprise Deployment project, as well as the engineer of record for Segment 2-1; and

WHEREAS, a dispute arose among the parties leading to the termination of the Contracts and the filing of this legal action by WDM originally in the Iowa District Court in and for Polk County, Case Number 05771 LACL154095, which was then removed to the United States District Court, Southern District of Iowa, Case Number 4:22-cv-00382 (“Lawsuit”); and

WHEREAS, multiple claims, counterclaims, cross-claims and third-party claims have been filed in the Lawsuit by and between the parties hereto and also with regard to other parties not a party to this Agreement; and

WHEREAS, the parties hereto desire to fully and finally settle all actual and potential claims as between themselves described in the Lawsuit pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto agree as follows:

1. **Effective Date of this Agreement**. This Agreement shall be effective as of the date of the last party hereto to execute this Agreement as shown in the signature blocks below (“Effective Date”).

2. **Stipulations of the Parties**. As a material part of this Agreement, the parties agree and stipulate as follows:

a. WDM and RLM agree the Contracts were terminated by WDM and RLM for their mutual convenience as of December 1, 2021.

b. Notwithstanding any other provisions of this Agreement, RLM shall be responsible to pay for all labor, services, equipment, materials, supplies, documentation, or other items used or employed by it or on its behalf in the performance of the Contracts and RLM and NGM shall jointly and severally indemnify, defend and hold WDM harmless from and against any claims, actions, expenses, and damages arising out of payment or non-payment of RLM’s subcontractors (of any tier), suppliers, other entities claiming by or through RLM, or any party to the Lawsuit, including without limitation all Parties listed in Paragraph 11(b) related to the Contracts. NGM’s liability reflected in this paragraph remains subject to the penal-sum limits of its bonds. This provision shall inure to the benefit of WDM only, and no right or benefit is intended to any RLM subcontractor, RLM supplier, and/or any third party. NGM does not release, and expressly reserves, any and all of its rights or defenses under its bonds as they may apply to claims made by RLM subcontractors, RLM suppliers, and/or any other third parties. WDM, RLM, and NGM shall in good faith request the entry of a consent judgment that provides Iowa Code section 573.22 governs the two Contracts/projects and any judgment on duly filed and established claims pursuant to Iowa Code chapter 573 shall be against RLM and NGM only and not against WDM.

c. RLM shall be solely entitled to retain (free and clear of any interest, right, title or claim, of any of the other parties to this Agreement) any and all payments, credits or other compensation recovered from any of the subcontractors (of any tier), suppliers, other entities claiming by or through RLM, or any party to the Lawsuit. However, such entitlement shall not alter the RLM Parties’ contractual indemnity obligations to NGM.

d. Notwithstanding the further provisions of this Agreement, RLM Parties shall indemnify, defend and hold NGM harmless from and against any claims by any party to the Lawsuit not released by this Agreement for claims of non-payment against RLM for labor and/or materials supplied for Segments 2-1 and 3-1 pursuant to subcontracts with RLM.

e. If the RLM Parties succeed in resolving all claims related to the Contracts without any contributions from NGM, then NGM waives any and all right or entitlement to reimbursement from RLM Parties for any legal fees, expenses and other such legal costs related to this matter. However, if the RLM Parties fail to resolve all claims related to the Contracts without any contributions from NGM, then they, jointly and severally, re-affirm their obligations under the indemnity agreement with NGM.

f. WDM shall provide truthful testimony if subpoenaed with regard to any remaining claim being litigated in the Lawsuit following the execution of this Agreement.

g. As of the Effective Date hereof, the parties hereto shall cease all discovery and motion practice as to any claims by and between each other and shall forthwith inform the Court of this Agreement.

3. **Release of RLM and NGM by WDM.** For and in consideration of the mutual covenants and promises set forth herein, and specifically including the payments to be made as set forth in Section 9 hereof, WDM hereby releases, discharges and acquits RLM and NGM, and their past, present and future agents, employees, attorneys, representatives, heirs, successors and assigns from and with respect to any and all claims, arbitration proceedings, suits, orders, judgments, attorney's fees, liens, court costs, allegations, liabilities, contentions, actions, omissions, statements, representations, misconduct, torts, duties and obligations of any kind or nature whatsoever, at law or in equity, known or unknown, past or present, that were, have been, are, could have been, should have been or might have been set forth, raised, arbitrated, litigated, alleged or claimed with regard to the Lawsuit or Contracts as of the date hereof. This paragraph shall not operate to release or otherwise affect the indemnity and defense obligations in paragraph 2(b) and payment obligations in Paragraph 9.

4. **Partial Release of RLM Parties by NGM.** Subject to section 2(e), for and in consideration of the mutual covenants and promises set forth herein, upon full payment of the settlement monies to WDM by the RLM Parties or others on their behalf, as well as WDM's dismissal with prejudice of the claims against NGM, NGM thereby releases, discharges and acquits each of the RLM Parties, and their past, present and future agents, employees, attorneys, representatives, heirs, successors and assigns from and with respect to any and all claims, arbitration proceedings, suits, orders, judgments, liens, court costs, allegations, liabilities, contentions, actions, omissions, statements, representations, misconduct, torts, duties and obligations of any kind or nature whatsoever, at law or in equity, known or unknown, past or present, that were, have been, are, could have been, should have been or might have been set forth, raised, arbitrated, litigated, alleged or claimed with regard to WDM's claims arising out of or related to the Lawsuit and Contracts. However, excluding those agreements expressly provided herein, nothing in this paragraph shall be construed to limit or otherwise affect NGM's rights pursuant to its indemnity agreement with RLM Parties with respect to any remaining claims in the Lawsuit or of RLM's subcontractors.

5. **Release of RLM and NGM by HDR.** For and in consideration of the mutual covenants and promises set forth herein, HDR hereby releases, discharges and acquits RLM, NGM, and their past, present and future agents, employees, attorneys, representatives, heirs,

successors and assigns from and with respect to any and all claims, arbitration proceedings, suits, orders, judgments, attorney's fees, liens, court costs, allegations, liabilities, contentions, actions, omissions, statements, representations, misconduct, torts, duties and obligations of any kind or nature whatsoever, at law or in equity, known or unknown, past or present, that were, have been, are, could have been, should have been or might have been set forth, raised, arbitrated, litigated, alleged or claimed with regard to the Lawsuit and Contracts.

6. **Release of NGM by RLM Parties.** For and in consideration of the mutual covenants and promises set forth herein, the RLM Parties hereby release, discharge and acquit NGM, and its past, present and future agents, employees, attorneys, representatives, heirs, successors and assigns from and with respect to any and all claims, arbitration proceedings, suits, orders, judgments, attorney's fees, liens, court costs, allegations, liabilities, contentions, actions, omissions, statements, representations, misconduct, torts, duties and obligations of any kind or nature whatsoever, at law or in equity, known or unknown, past or present, that were, have been, are, could have been, should have been or might have been set forth, raised, arbitrated, litigated, alleged or claimed with regard to the Lawsuit, Contracts and any other matter as of the date hereof. This paragraph shall not operate to release or otherwise affect the indemnity and defense obligations in paragraph 2(b) and payment obligations in Paragraph 9.

7. **Release of WDM.** For and in consideration of the mutual covenants and promises set forth herein, the RLM Parties and NGM hereby each releases, discharges and acquits WDM, and its past, present and future agents, employees, attorneys, representatives, heirs, successors and assigns from and with respect to any and all claims, arbitration proceedings, suits, orders, judgments, attorney's fees, liens, court costs, allegations, liabilities, contentions, actions, omissions, statements, representations, misconduct, torts, duties and obligations of any kind or nature whatsoever, at law or in equity, known or unknown, past or present, that were, have been, are, could have been, should have been or might have been set forth, raised, arbitrated, litigated, alleged or claimed with regard to the Lawsuit, Contracts and any other matter as of the date hereof.

8. **Release of HDR by RLM and NGM.** For and in consideration of the mutual covenants and promises set forth herein, RLM and NGM hereby each releases, discharges and acquits HDR and its past, present and future agents, employees, attorneys, representatives, heirs, successors and assigns, from and with respect to any and all claims, arbitration proceedings, suits, orders, judgments, attorney's fees, liens, court costs, allegations, liabilities, contentions, actions, omissions, statements, representations, misconduct, torts, duties and obligations of any kind or nature whatsoever, at law or in equity, known or unknown, past or present, that were, have been, are, could have been, should have been or might have been set forth, raised, arbitrated, litigated, alleged or claimed with regard to the Lawsuit and Contracts.

9. **Payment by RLM to WDM.** As a material part of this Agreement, RLM and NGM shall jointly and severally be liable to WDM for the aggregate sum of Four Million Three Hundred Thousand Dollars (\$4,300,000); payable in two equal installments as follows:

a. The sum of Two Million One Hundred Fifty Thousand Dollars (\$2,150,000), payable on or before the date which is thirty (30) days following the Effective Date of this Agreement; and

b. The sum of Two Million One Hundred Fifty Thousand Dollars (\$2,150,000), payable on or before the date which is ninety (90) days following the Effective Date of this Agreement.

WDM shall also cause a completed form W-9 to be provided to RLM contemporaneously or before said payment is made.

10. **No Expression of Admitting or Denying of Liability**. WDM, the RLM Parties, NGM and HDR each agree and understand that the settlement memorialized by this Agreement is in no way to be construed as an admission or denial of the allegations regarding the Lawsuit or any other matter. The purpose of this Agreement is simply to express the intention of the parties to fully and finally resolve their relationship with regard to the Lawsuit, Contracts and any other matter as provided herein.

11. **Proceedings in the Lawsuit**. This Agreement resolves some, but not all, of the disputes which are framed by the Lawsuit. Except as specifically provided herein, no dispute between any party to this Agreement or any other party to the Lawsuit shall be affected in any way.

a. **Dismissal of Party Claims**. As a material part of this Agreement, upon full payment of all amounts to WDM as set forth above from any source:

- i. WDM shall dismiss the Lawsuit with prejudice as to RLM and NGM;
- ii. RLM shall dismiss with prejudice its counterclaim against WDM; and
- iii. RLM shall dismiss with prejudice its third-party claim against HDR.

b. **Other Pending Claims in the Lawsuit**. As of the Effective Date hereof, there are the following pending claims remaining in the Lawsuit which are not affected by this Agreement unless otherwise specifically provided for herein:

- i. NGM's cross-claim and third-party claims against the RLM Parties;
- ii. HTS Utility, LLC intervenor complaint against RLM, and RLM's counterclaim against HTS Utility, LLC;
- iii. RLM's third-party claims against:
 - (1) Archey Way Communications, LLC;
 - (2) Brimstone Utilities, LLC;
 - (3) Morgan Services, Inc.;
 - (4) Internattional, Inc.;
 - (5) Reb's Communications, LLC;
 - (6) SEI Underground Utilities, LLC; and
 - (7) V-Lainez Enterprises, LLC
- iv. SEI Underground Utilities, LLC's counterclaim against RLM;
- v. Morgan Services, Inc.'s counterclaim against RLM;
- vi. Morgan Services, Inc.'s cross-claim against HTS Utility, LLC and Brimstone Utilities, LLC;
- vii. Internattional, Inc.'s counterclaim against RLM;

viii. V-Lainez Enterprises, LLC's counterclaim against RLM; and
ix. V-Lainez Enterprises, LLC third-party claim against DKG Communications, LLC.

c. **Summary Judgment of WDM.** WDM shall promptly withdraw its pending motion for summary judgment, except WDM shall not withdraw its pending motion for summary judgment regarding the expiration of the statute of limitations, and the parties shall request the Court to stay any filings with regard to this part of WDM's motion for summary judgment so as to allow time for the payments to be made to WDM and the claims between WDM and RLM to be dismissed as contemplated hereby.

d. **Summary Judgment of NGM.** The Parties shall request the Court to stay the pending motion for summary judgment of NGM to allow time for payments to be made to WDM and for the remaining claims against the subcontractors to be resolved and the claims made by NGM to be dismissed as contemplated hereby.

e. **Summary Judgment of HDR.** Prior to September 13, 2024, RLM and HDR shall request the Court to stay the pending motion for summary judgment of HDR to allow for payments to be made to WDM and for the claims by RLM against HDR to be dismissed with prejudice as contemplated herein.

12. **Non-Disparagement as between RLM Parties and HDR.** The RLM Parties and HDR each agree that they will not make any statements, comments, or communications that disparage one another or that may be considered derogatory or detrimental to the good name or business reputation of one another. This Agreement applies to all public or private statements, comments, or communications, in any form, whether oral, written, or electronic.

13. **Default.** In the event of a breach of this Agreement by any party hereto, the non-defaulting parties shall be entitled to all remedies at law or in equity, as well as reasonable attorney fees, incurred in enforcing or protecting their rights hereunder. Each party agrees and stipulates that any injunction or other such equitable relief may be obtained without prior notice or hearing, and that neither party shall be required for any reason to post any bond or other surety as a condition to obtaining any such injunction, provided that if applicable law or procedural rules require a bond or surety, the parties stipulate and agree that a bond or other surety in the amount of One Dollar (\$1) is adequate and sufficient.

14. **Notices.** All notices required hereunder shall be in writing and shall be deemed to be sufficient and given if personally given or if mailed, United States mail, certified mail, return receipt requested, sent by a nationally recognized overnight delivery service, or sent via electronic methods so long as the sender can provide proof of submission and/or delivery to the intended recipient, to the parties at the following addresses:

If to WDM:

City Attorney Greta Truman
4200 Mills Civic Parkway, Ste. 2D
West Des Moines, IA 50265
greta.truman@wdm.iowa.gov

With a copy to: Roger W. Stone
rstone@spmbllaw.com
Jeffrey A. Stone
jstone@spmbllaw.com
Simmons Perrine Moyer Bergman PLC
115 Third Street, S.E. Suite 1200
Cedar Rapids, Iowa 52401

If to any RLM Parties: Richard L. Mudd, IV, President and Founder
lee.mudd@rlmunderground.com
RLM Underground, LLC
121 Douglas Avenue
Kansas City Kansas 66103

With a copy to: Mark D. Murphy
mmurphy@MurphyLaw.co
Murphy Law
Corporate Woods, Building 84
10801 Mastin Street, Suite 790
Overland Park, Kansas 66210

And Jack W. Leverenz
jack@carmonylaw.com
Carmony Law Firm, PLLC
8515 Douglas Ave., Ste. 16
Urbandale, Iowa 50322

If to NGM: NGM Insurance Company
Attn: Bond Claims
55 West Street
Keene, NH 03431

With a copy to: Shane C. Mecham
smecham@levycraig.com
Levy Craig Law Firm
4520 Main Street, Suite 400
Kansas City, Missouri 64111

If to HDR: Monica L. Freeman
Monica.Freeman@hdrinc.com
HDR
1917 S. 67th Street

Omaha, Nebraska 68106

With a copy to:

Kevin J. Caster
kjc@shuttleworthlaw.com
Teresa B. Morio
tbm@shuttleworthlaw.com
Shuttleworth & Ingersoll, P.L.C.
235 6th Street SE
Cedar Rapids, Iowa 52401

15. **Miscellaneous.**

a. Each of the Parties represent and warrant to the others that they have full power and authority to enter into this Agreement and perform its obligations hereunder and that the execution, delivery and performance by it of this Agreement does not and will not violate any provision of law, any order of any court or other agency of government applicable to it, or any provision of any indenture, agreement or other instrument to which it is subject or is bound, or conflict with, result in a breach of or constitute a default, with due notice or lapse of time or both, under any such indenture, agreement or other instrument.

b. This Agreement shall be interpreted and construed according to the laws of the state of Iowa and is deemed to be executed and delivered in the state of Iowa. Any litigation shall have venue only in the United States District Court, Southern District of Iowa. All parties specifically waive any and all right to a trial by jury with regard hereto.

c. Time is strictly of the essence in this Agreement.

d. The parties are responsible for payment of their respective costs and expenses incurred herein, including the payment of their own attorney fees, except as provided above in the event of a breach of this Agreement and as otherwise expressly provided herein. However, nothing in this paragraph shall be construed to limit or otherwise affect NGM's rights pursuant to its indemnity agreement with the RLM Parties.

e. No promise or agreement has been made by the parties with regard to the subject matter hereof which is not expressed herein.

f. This Agreement is not executed in reliance upon any statement or representation made by the parties hereby released or said parties' representatives concerning anything or matter.

g. This Agreement shall be binding upon and shall inure to the benefit of all of the parties hereto and their successors, assigns, personal representatives, estates, and heirs.

h. By the execution of this Agreement, the parties hereto fully understand and have full knowledge of its contents and meaning, and that the terms hereof are contractual and not mere recitals.

i. The waiver by any party of a breach of a provision of this Agreement by another party shall not operate or be construed as a waiver of any subsequent or similar breach by such other party of the same or any other term or provision hereof.

j. Each party hereto has participated in the drafting of this Agreement, which each party acknowledges is the result of negotiations between them. Accordingly, the parties agree that in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

k. This Agreement may be executed in any number of counterparts and at various times and at various places by the parties hereto. Each counterpart shall be deemed to be an original instrument, and together they shall constitute one agreement.

l. The parties agree that this Agreement constitutes the final, entire, definite and fully integrated expression of the agreement of the parties hereto. No prior or contemporaneous oral representations or understandings concerning the subjects of this agreement shall constitute a part hereof.

IN WITNESS WHEREOF, the parties to this agreement have duly executed this Agreement.

City of West Des Moines, Iowa

By _____

Name:

Title:

WDM

RLM Underground, LLC

By _____
Richard L. Mudd
President

RLM

RLM Enterprises, LLC

By _____
Richard L. Mudd
Member

RLM Enterprises

M&H Consulting, LLC

By _____
Richard L. Mudd
Member

M&H

Richard L. Mudd, IV

Lee Mudd

Erica T. Mudd

Erica Mudd

NGM Insurance Co.

By _____
Name: Julie Fox Jones
Title: Bond Claims Attorney

NGM

HDR Engineering, Inc.

By _____
Name: Matthew B. Tondl
Title: Senior Vice President

HDR

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

ITEM: Approval of Proclamation
Latino Heritage Month
September 15 - October 15, 2024

DATE: September 16, 2024

FINANCIAL IMPACT: None

BACKGROUND:

Latino Heritage Month provides us the opportunity to highlight the countless contributions of Latinos in West Des Moines. As the fastest growing minoritized population in Iowa, Latinos help shape the social, cultural, and economic fabric of our state. They also account for 19% of the U.S population which equates to 63 million people.


OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of Proclamation for Latino Heritage Month

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



Latino Heritage Month Proclamation

Whereas, the City of West Des Moines proclaims Sunday, September 15 to Tuesday, October 15, 2024 as Latino Heritage Month; and

Whereas, the first observance began in 1968 as a weeklong celebration that called upon all Americans to learn about Latino history, and was expanded to a full month in 1988 by President Ronald Reagan. On September 15, 16, and 18 many Latin American countries celebrate their Independence Day; and

Whereas, this month provides us the opportunity to highlight the countless contributions of Latinos in West Des Moines. As the fastest growing minoritized population in Iowa, Latinos help shape the social, cultural, and economic fabric of our state. They also account for 19% of the U.S population which equates to 63 million people; and

Whereas, throughout West Des Moines history, the Latino community has played a significant role in the development of Historic Valley Junction. Serving as rail and cement workers, they helped build the railroad and make the cement that would be used to pave roads and sidewalks. Ultimately, furthering the vision of Historic Valley Junction; and

NOW, THEREFORE, I, Russ Trimble, Mayor of the City of West Des Moines, Iowa, and on behalf of the City Council, do hereby proclaim September 15-October 15, 2024, as Latino Heritage Month. Together, let us commit to learning about the diversity experiences and contributions of Latino Americans.

Signed this 16th day of September, 2024.

ATTEST:

Russ Trimble, Mayor

Ryan T. Jacobson, City Clerk

CITY OF WEST DES MOINES STAFF REPORT COMMUNICATION

Meeting Date: September 16, 2024

ITEM: Ordinance Amendment, Amend Title 9 (Zoning) to modify regulations pertaining to non-conforming fences - City Initiated – AO-006556-2024

ORDINANCE: Approval of Second Reading, Waive Third and Adopt Ordinance Amendment in Final Form

Background: At the direction of the City Council, Development Services Staff is presenting an amendment to the chapters and sections identified below in Title 9 (Zoning) to modify regulations as currently provided within City Code pertaining to the reconstruction/replacement of non-conforming fences lawfully established prior to 2000. As part of incorporating reconstruction allowance language, staff has restructured code section 9-14-11.B.4 (Section #5 in the attached ordinance) for clarity ease of codifier in implementing changes to the outline structure and numbering/lettering within the online code. Although the section is long and suggests numerous changes, no functional changes were made to the existing regulations.

Specifically, the following changes are proposed with this request:

- Title 9: Zoning
 - Chapter 3: *General Zoning Provisions, Section 4: Nonconforming Buildings, Structures, Uses, Uses of Land, or Uses of Buildings or Structures* to define reconstruction or replacement and to direct readers to the Accessory Structures chapter of code for the reconstruction and/or replacement of non-conforming fences; and,
 - Chapter 14: *Accessory Structures, Section 11: Fences* to establish provision allowing one-time reconstruction or replacement of a non-conforming fence; to allow 50% or greater open fences to be located at the property line in side and rear yards adjacent to a street; to provide illustration of front, rear, side and street side yards for application of fence height and setback regulations; to clean-up provision that was mistakenly split into two separate items (sentences), and to reorganize provisions for clarity to patrons and the codifier in publishing the ordinance amendment.

Staff Review & Comment:

- **Key Aspects of Proposed Amendment:** In response to a resident's complaint to a Council Member of staff's denial of a building permit to remove and rebuild a non-conforming fence, the issue was discussed as part of Other Matters at the July 15, 2024, City Council meeting. After much discussion, staff was directed to modify code to allow a one-time reconstruction of a lawfully established non-conforming fence. Should a non-conforming fence necessitate reconstruction a second time, the fence will need to be relocated to comply with city code, including setbacks from the street and provision of visual clearance at intersections of streets and street and driveways.

- On March 8, 1999, the City Council adopted an update to city code related to the setbacks and development standards for accessory structures. Prior to this update, fences at all code allowed heights were allowed to be constructed up to the property line. As part of the update, code changed to allow a maximum four-foot (4') fence to be constructed on the property line in front yards and a side yard adjacent to a street (nka, street side yard). Six foot (6') or taller fences were not allowed in a front yard and were required to be setback a minimum of fifteen feet (15') in street side yards. Any existing fence that does not meet these standards and which was constructed prior to the March 1999 code change is considered a lawfully established legal non-conforming structure.
- Title 9, Chapter 3 of City Code speaks to non-conforming buildings, structures and uses. The following provisions more specifically relate to non-conforming structures which includes fences:

9-3-3.A: *Conformance Required: Except as hereinafter specified, no building or structure shall be erected, converted, enlarged, **reconstructed**, moved or **structurally altered**, nor shall any building or land be used which does not comply with all of the district regulations established by this chapter for the district in which the building or land is located.*

9-3-4.A.1 through 4:

1. *The **city of West Des Moines intends** that buildings and structures, and the uses of land, buildings, and structures which do not comply with the regulations provided in this title for the district in which the structure, building, use, or land is located **eventually will be discontinued, removed, or replaced**. The purpose of this section is to provide regulation of nonconforming buildings, structures, and uses and to specify conditions or circumstances where those nonconforming buildings, structures, or uses shall be permitted to continue.*
2. *Nothing in this title shall be deemed to prevent the strengthening or restoring to a safe condition any building, structure, or part thereof declared to be unsafe by the appropriate authority.*
3. ***To be a legal nonconforming structure, building, lot, or use, the same must have been lawfully established** on or before the effective date of this title and must have been in active use. **The provisions** of this section also **shall apply to buildings, structures, uses of buildings or structures, or uses of land which hereafter become nonconforming** due to the adoption of this title, amendments thereto, or rezonings.*
4. ***Landowners shall bear the burden of proof to show** that a lot, use of land, structure, use of structure, or characteristic of use of land that is nonconforming with the current zoning ordinances in force on the subject land comes under one or more of the exceptions to the zoning requirements provided in this section and that such otherwise nonconforming lot, use of land, structure, use of structure, or characteristic of use of land **was lawfully established on the subject property**. Conformity or nonconformity runs with the land, not with the owner.*

9-3-4.C.2: *Nonconforming Building Or Structure:*

- a. *A **nonconforming building or structure lawfully established** on or before the effective date of this title **may be maintained** although it does not conform*

to the area, height, yard, open space, landscaping, or visual clearance provisions of this title, except as otherwise provided in this section.

- b. **Repairs and nonstructural alterations may be made to a nonconforming building or structure, for ordinary maintenance repairs including internal and external painting, decorating, paneling, and the repair or replacement of doors, windows, nonbearing walls, fixtures, heating components, wiring, plumbing, roofing or other nonstructural components provided that the cubic content or the footprint of the building or structure as it existed prior to the effective date of this title or subsequent amendment of this title is not increased.**
- c. **A nonconforming building or structure shall not be structurally altered or enlarged in any manner except to bring the structure in conformance with all regulations of the district in which it is located.**
- d. **A nonconforming building or structure shall not be moved in whole or in any part to any other location on the lot or another lot unless every portion of such building or structure is made to conform to all the regulations of the district in which it is or will be located.**
- e. **The nonconforming use of a nonconforming building may be changed to a use permitted within the district in which the building is located upon the approval of a site plan or permitted conditional use permit.**
- f. **Nonconforming accessory uses and structures will be treated under this section subject to the provisions governing the principal nonconforming uses, buildings, and structures set forth in this section.**
- g. **Where nonconforming use status applies to a building and land in combination removal or destruction of the building shall eliminate the nonconforming status of the land.**

Staff is adding the following reconstruction allowance language to the Fence section in Chapter 14: Accessory Structures: **Upon issuance of a building permit, lawfully established legal non-conforming fences along the street side yard which existed prior to 2000 (as determined by aerial photographs, permit records, etc.) may be reconstructed/replaced only once in its current location, except that modifications to provide visual clearance, if necessary, must be made. Any subsequent reconstruction/replacement at its current location shall be prohibited and must meet current setback requirements.** As indicated in the Background Section above, the only changes to Chapter 3 proposed are to define reconstruction or replacement and to direct readers to the Accessory Structures chapter of code.

Outstanding Issues: There are no outstanding issues.

Planning and Zoning Commission Action:

Date: August 26, 2024

Vote: 6-1 for approval

Recommendation: Approval of Ordinance Amendment

Planning and Zoning Commission Discussion: Commissioner Conlin voted against the proposed amendment indicating that he believed that if lawfully constructed, a property should be able to

keep the fence as it was constructed or construct a relatively similar structure in perpetuity. Commissioners Crowley and Davis stated that they believe the one-time reconstruction is a suitable compromise to the city's non-conformance regulations that are aimed at bringing sites and structures into compliance over time.

City Council First Reading:

Date: September 3, 2024

Vote: 4-0 for approval, with Council Member Loots absent

City Council Discussion: To ensure any future property owners are aware, Council Member McKinney requested that a provision be added to the ordinance that requires a document be recorded against the property identifying that the one-time reconstruction has already occurred. Staff has no issue with recording the issued building permit to document the property has already exercised their one-time rebuild option; however, staff typically avoids placing administrative procedures into code. Additionally, staff questions whether knowledge of the recordation step will encourage individuals to not obtain the building permit in conjunction with rebuild so that there is no record of the one-time allowance being utilized should they wish to, or need to, rebuild the fence again. Staff has added language into the ordinance stating the building permit for the rebuild shall be recorded.

Recommendation: Approve the Ordinance Amendment to City Code.

Lead Staff Member: Lynne Twedt

Approval Meeting Dates:

Planning & Zoning Commission	August 26, 2024
City Council: First Reading	September 3, 2024
City Council: Second Reading, Waive Third and Adopt	September 16, 2024

Staff Report Reviews

Planning & Zoning Commission	<input checked="" type="checkbox"/> Development Coordinator/Director	<input checked="" type="checkbox"/> Legal Department
City Council	<input checked="" type="checkbox"/> Director <input type="checkbox"/> Appropriations/Finance	<input checked="" type="checkbox"/> Legal Department <input checked="" type="checkbox"/> Agenda Acceptance

Publications (if applicable)

Published In:	Des Moines Register Community Section
Date(s) Published	8/16/24
Date(s) of Mailed Notices	n/a

Council Subcommittee Review (if applicable)

Subcommittee	City Council Other Matters Discussion			
Date Reviewed	7/15/24			
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>	No Discussion <input type="checkbox"/>

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION
NO. PZC-24-039

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, staff requests approval of an Ordinance Amendment to the following chapters and sections identified below in Title 9 (Zoning) to modify regulations pertaining to the reconstruction/replacement of non-conforming fences lawfully established prior to 2000 as currently regulated within City Code.

- Chapter 3: *General Zoning Provisions*, Section 4: *Nonconforming Buildings, Structures, Uses, Uses of Land, or Uses of Buildings or Structures* to define reconstruction or replacement and to direct readers to the Accessory Structures chapter of code for the reconstruction and/or replacement of non-conforming fences; and,
- Chapter 14: *Accessory Structures*, Section 11: *Fences* to establish provision allowing one-time reconstruction or replacement of a non-conforming fence; to allow 50% or greater open fences to be located at the property line in side and rear yards adjacent to a street; to provide illustration of front, rear, side and street side yards for application of fence height and setback regulations; to clean-up provision that was mistakenly split into two separate items (sentences), and to reorganize provisions for clarity.

WHEREAS, the Ordinance Amendment request complies with the applicable provisions of Iowa Code Chapter 414, the Comprehensive Plan and City Code.

NOW THEREFORE, the Planning and Zoning Commission of the City of West Des Moines recommends the City Council approve the Ordinance Amendment (AO-006556-2024).

PASSED AND ADOPTED on August 26, 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 26, 2024, by the following vote:

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

NAYS: Conlin

ABSTENTIONS:

ABSENT:

ATTEST:



Recording Secretary

Prepared by: Lynne Twedt, City of West Des Moines, Development Services Dept., P.O. Box 65320,
West Des Moines, IA 50265-3620, 515-222-3620
When Recorded Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2024, TITLE 9, (ZONING), CHAPTER 3 (GENERAL PROVISIONS) AND CHAPTER 14 (ACCESSORY STRUCTURES) PERTAINING TO NON-CONFORMING FENCES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:

Section 1. *Amendment.* Title 9: *Zoning*, Chapter 3: *General Zoning Provisions*, Section 4: *Nonconforming Buildings, Structures, Uses, Uses Of Land, Or Uses Of Buildings Or Structures*, Subsection C.2: *Nonconforming Building or Structure* 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.

2. Nonconforming Building Or Structure:

- a. A nonconforming building or structure lawfully established on or before the effective date of this title may be maintained although it does not conform to the area, height, yard, open space, landscaping, or visual clearance provisions of this title, except as otherwise provided in this section.
- b. Repairs and nonstructural alterations may be made to a nonconforming building or structure, for ordinary maintenance repairs including internal and external painting, decorating, paneling, and the repair or replacement of doors, windows, nonbearing walls, fixtures, heating components, wiring, plumbing, roofing or other nonstructural components provided that the cubic content or the footprint of the building or structure as it existed prior to the effective date of this title or subsequent amendment of this title is not increased. ***(See Accessory Structures Chapter in this title for provisions for reconstruction of a non-conforming fence.)***
- c. A nonconforming building or structure shall not be structurally altered or enlarged in any manner except to bring the structure in conformance with all regulations of the district in which it is located. ***(See Accessory Structures Chapter in this title for provisions for reconstruction of a non-conforming fence.)***
- d. A nonconforming building or structure shall not be moved in whole or in any part to any other location on the lot or another lot unless every portion of such building or

structure is made to conform to all the regulations of the district in which it is or will be located.

- e. The nonconforming use of a nonconforming building may be changed to a use permitted within the district in which the building is located upon the approval of a site plan or permitted conditional use permit.
- f. Nonconforming accessory uses and structures will be treated under this section subject to the provisions governing the principal nonconforming uses, buildings, and structures set forth in this section.
- g. Where nonconforming use status applies to a building and land in combination removal or destruction of the building shall eliminate the nonconforming status of the land.

Section 2. Amendment. Title 9: Zoning, Chapter 3: *General Zoning Provisions*, Section 4: *Nonconforming Buildings, Structures, Uses, Uses Of Land, Or Uses Of Buildings Or Structures*, Subsection C.6: *Reconstruction* is hereby amended by inserting the text in bold italics accordingly and re-lettering subsequent as required. All other items in current adopted portion of code not reflected below shall remain as is.

6. Reconstruction/***Replacement***:

- a. ***Reconstruction or Replacement Construction means any work where alterations exceed the definition of "Repairs and Nonstructural Alterations" as defined in subsection C.2.b of this section or where more than fifty percent (50%) of the existing structure is being replaced. Replacement Construction shall meet the requirements of New Construction.***
- a. ***b.*** Where a nonconforming building or structure is damaged or destroyed by catastrophe or act of God to the extent equaling fifty percent (50%) or more of its total assessed value, it shall not be reconstructed except in conformance with the regulations of the district in which it is located. ***Exception will be made for lawfully established nonconforming fences as stated in Section 9-14-11 of this Code.***
- b. ***c.*** Where an otherwise conforming building or structure containing a nonconforming use is damaged by catastrophe or act of God to the extent equaling fifty percent (50%) or more of its total assessed value, it may be reconstructed to comply with all regulations, including use, of the district in which it is located. An otherwise conforming building or structure containing a nonconforming use damaged to the extent less than fifty percent (50%) of its assessed value may be reconstructed provided that the nonconforming use as it existed prior to the damage is not increased or enlarged and provided that the reconstruction commences within one hundred eighty (180) days of the damaging incident and is diligently pursued to its completion.
- d. Exception will be made for lawfully established nonconforming fences as stated in Section 9-14-11 of this Code.***

Section 3. Amendment. Title 9: Zoning, Chapter 14: Accessory Structures, Section 11: Fences, Subsection A.1.a.(2) and (3) is hereby amended by deleting the text in highlighted strike-thru text to create one sentence and re-numbering subsequent as required. All other items in current adopted portion of code not reflected below shall remain as is.

- (2) Welded wire and other metal mesh materials of an architectural grade or which are of a thickness/gauge that does not easily bend, and which holds
~~(3)~~ a uniform shape, grid and/or pattern when vertical may be allowed with the proper attachment and/or framing.

Section 4. Amendment. Title 9: Zoning, Chapter 14: Accessory Structures, Section 11: Fences, Subsection B: *Height and Setback Requirements*, Subsection 1 is hereby amended by inserting the following graphic after 'd.'. All other items in current adopted portion of code not reflected below shall remain as is.



Section 5. Amendment. Title 9: Zoning, Chapter 14: Accessory Structures, Section 11: Fences, Subsection B: *Height and Setback Requirements*, Subsection 4: *Fence Height and Required Setback* is hereby amended by deleting the text in its entirety and inserting the text in bold italics accordingly and renumbering all remaining as required. All other items in current adopted portion of code not reflected below shall remain as is but renumbered accordingly.

- a. ***Upon issuance of a building permit, lawfully established legal non-conforming fences along the street side yard which existed prior to 2000 (as determined by aerial photographs, permit records, etc.) may be reconstructed/replaced only once in its current location, except that modifications to provide visual clearance, if necessary, must be made. Any subsequent reconstruction/replacement at its current location shall be prohibited and must meet the current setback requirements.***

(1) City staff shall record a copy of the building permit for the rebuild.

- b. ***All Districts, except as otherwise provided below in this section:***

- (1) Visual clearance as provided and illustrated elsewhere in this chapter shall be maintained at intersection of two (2) streets and at intersections of a street and private driveway. Provision of visual clearance may require the fence to be angled, reduced in height or of a design that allows visibility through the fence at the corner.**
- (2) The placement of a fence along the street side yard or rear lot line adjacent to a street does not negate the property owner's responsibility of maintenance of the right of way (area between the fence and curb) or snow removal from public sidewalk(s) adjacent to the property.**
- (3) A fence, up to but not exceeding four feet (4') in allowable height may be placed up to the property line in the front yard and a street side yard.**
- (3) Fences up to but not exceeding the zoning district allowed height are allowed up to the property line within the limits of side and rear yards not adjacent to a street.**
- (4) Except as provided in 9-14-11B.3.a.(1) herein, fences up to but not exceeding the zoning district allowed height may be placed along the lot boundary adjacent to a street (street side yard or rear yard) when the fence maintains a minimum setback from the ultimate right-of-way of no less than fifteen feet (15'). However, on existing properties zoned Single Family Residential where the dwelling is located at a legal non-conforming side yard setback of less than fifteen feet (15') from the ultimate right of way, a fence up to but not exceeding the zoning district allowed height may be placed at the same plane as the dwelling, but in no instance shall the fence be located closer than five feet (5') to the lot line.**
- (5) Double Frontage Lots: For the purposes of this section, the regulations below relate only to placement of fences within the rear yard of a double frontage lot.**
 - (A) On double frontage lots with a required landscape buffer (also see 9-19-8.E) with no plat restriction to the contrary:**
 - i. No fence shall be located within the buffer itself unless specifically approved by the City Council.**
 - ii. A opaque or privacy fence up to but not exceeding the zoning district allowed height compliant with this section (9-14-11) may be located on the private side of the buffer (dwelling side).**
 - iii. An open fence up to but not exceeding the zoning district allowed height and generally consistent with that provided in Chapter 19, Section 8, may be located on the public side of the buffer (street side) with the approval of the City Council. The City Council shall have the authority to approve an alternate open fence design than that indicated in Chapter 19.**
 - (B) On double frontage lots without a required landscape buffer and no plat restriction to the contrary:**
 - i. Except as provided in 9-14-11B.3.a.(1) herein, opaque or privacy fences up to but not exceeding the zoning district allowed height**

may be placed in a rear yard and a street side yard when the fence is located no less than fifteen feet (15') from the ultimate right-of-way line. Open fences consistent with that provided in Chapter 19, Section 8 for 'double frontage lots with a buffer' may be located up to the ultimate right-of-way line by right.

ii. An opaque or solid fence up to but not exceeding a maximum four-foot (4') in height may be allowed up to the property line (fifteen-foot (15') setback not required).

(6) Footprint Lots: *For the purposes of this section, the regulations below relate to placement of fences within footprint lots only.*

(A) *Fences for an individual dwelling shall not be placed in common areas or encroach onto a neighboring footprint lot. Fences may be located in common areas of the development for purposes that benefit the development (i.e., dog parks, recreational areas, visual screening of negative elements).*

(B) *No fence shall be placed forward of the front plane of the dwelling unit and no fences regardless of height are allowed in the front yard.*

(C) *Up to a six-foot (6') open fence which is of a design that is at least 50% open and generally consistent with that provided in Chapter 19, Section 8, may be located up to the footprint lot boundary line of individual dwelling lots. Fences may only be located within one side yard and the rear yard of a lot.*

(D) *Fenced yards within footprint lots shall include gates to allow for emergency services access and maintenance.*

(E) *Fences shall not be placed in public utility easements without the approval of the city and shall not impeded storm water drainage paths.*

(F) *Fence design, including color for individual footprint lots shall be determined by the developer or owner's association and shall be consistent throughout the development.*

(7) Swimming Pool Enclosures: *Regardless of if a pool has an operational powered safety cover, barriers constructed for the purpose of enclosing swimming pools are subject to the height requirements of section 9-14-11 of this chapter, adopted building codes and Iowa Department of Public Health regulations, as applicable.*

c. Unless otherwise provided elsewhere in this title, the following shall be allowed in the specified zoning districts:

(1) All Residential zoning districts except Residential Estate: *Fences up to but not exceeding six feet (6') in height are allowed in the side, including street side and rear yard in accordance with setbacks as provided in this title for the type of fence installed and compliant with all other regulations in this Chapter.*

(2) Residential Estate (RE):

- (A) Fences up to but not exceeding eight feet (8') in height shall be allowed within the limits of side, including street side and rear yards on lots that exceed forty thousand (40,000) square feet in size and when the fence is constructed of decorative metal and provides seventy-five percent (75%) openness for the full length of said fence. The openness percentage shall be provided at the time of a fence permit application. The use of chain link for this purpose shall be prohibited. Opaque or solid privacy fencing up to but not exceeding six feet (6') in height shall be allowed in the side, including street side and rear yards compliant with all other regulations in this Chapter.**
- (B) Woven wire and electrified fencing shall only be allowed at the property line on side and rear yards to contain livestock or to protect crops and plantings.**

(3) Industrial Districts:

- (A) Fences up to but not exceeding eight feet (8') in height are allowed within the limits of side, including street side and rear yards.**
 - (B) The use of barbed wire or other no-climb barrier elements acceptable to the city may be allowed as part of a site plan approval process, provided the barbed wire or barrier is not located less than six feet (6') above the ground.**
 - (C) All outdoor storage yards shall be surrounded with an opaque enclosure up to but not exceeding eight feet (8') in height.**
- (4) Warehouse Retail District: Fences up to but not exceeding twelve feet (12') in height are allowed within the limits of the side, including street side and rear yards.**
- (5) Agriculture/Open Space Districts (OS): Whether designated as such on the zoning map or 'unzoned' but designated on the comprehensive plan land use map as open space. Barbed wire, woven wire and electrified fencing may be allowed at the property line to contain livestock or to protect crops and plantings.**

Section 6. Repealer. All ordinances of parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 7. 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 8. 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 9. 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 10. 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 September 16, 2024.

Russ Trimble, Mayor

Attest:

Ryan Jacobson, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2024, and published in the Des Moines Register on _____, 2024.

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

ITEM:**DATE: September 16, 2024**

Motion – Approval of Design Criteria
Ashworth Road – 1st Street to 50th Street

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

The City Council held workshops on November 7, 2022 and January 3, 2023 to discuss the possible inclusion of a multi-use trail and the road design criteria (3-lane vs 4-lane) on the Ashworth Road Improvements. In those meetings and subsequent discussion, it was suggested that a section of Ashworth Road be restriped to 3-lanes to observe performance for a period of time. The section from 1st Street to 19th Street was restriped from 4 lanes to 3 lanes and a before and after analysis was conducted.

On September 10, 2024, City Staff held a public meeting to discuss the results of the 4-lane to 3-lane conversion. The meeting was well attended and most attendees voiced their support of the change.

The attached memo provides a more detailed look at what was analyzed before and after the 4-lane to 3-lane conversion. This memo along with a recording of the public meeting and the associated PowerPoint presentation were added to the web page dedicated to the Ashworth Reconstruction on the City's website.

OUTSTANDING ISSUES:

None

RECOMMENDATION:

City Council Adopt:

- Motion approving design criteria of a 3-lane cross-section on Ashworth Road generally from 1st Street to 50th Street.

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

STAFF REVIEWS

Department Director	Brian J. Hemesath, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Greta Truman, City Attorney
Agenda Acceptance	<i>af</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	September 9, 2024		
Recommendation	Yes	No	Split

Memorandum



To: Brian Hemesath, P.E., City Engineer
From: Eric Petersen, P.E., Principal Traffic Engineer
Date: August 30, 2024
Re: Study of 4-to-3 Lane Conversion on Ashworth Road from 1st Street to 19th Street

In October 2023, Ashworth Road was converted from a 4-lane roadway to a 3-lane roadway between 1st Street and 19th Street as a “trial phase” of the larger Ashworth Road Improvements Project. City staff has collected data on the street’s performance before and after the 4-to-3 lane conversion, and the purpose of this memo is to summarize the results and provide recommendations going forward.

BACKGROUND

Ashworth Road is classified as a minor arterial street and travels across the entire City from 1st Street (State Highway 28, or 63rd Street in Des Moines) to 98th Street (or SE Waco Place in Waukee). It is used by residents of multiple communities and is West Des Moines’ only street that travels directly east/west through the entire City. Due to it being a parallel facility to Interstate 235/80, it is also used by drivers who prefer to avoid the interstate and as a detour route when there are incidents or maintenance activities occurring on the interstate system.

At City Council workshops that were held on November 7, 2022, and January 3, 2023, City staff presented on a proposed reconfiguration of Ashworth Road from 1st Street to 50th Street. This multi-phase, multi-year project is planned to improve pavement conditions, traffic flow, reliability, comfort, and safety for all roadway users. One component of the project is to reconfigure the majority of the roadway from 4 narrow lanes (2 through lanes in each direction) to 3 slightly-wider lanes (1 through lane in each direction and 1 center left-turn lane). While this component is the primary focus of this memo, there are other future improvements that are important as well. Other goals of the project include:

- Reconstructing deteriorating portions of pavement;
- Improving turn radii for vehicles turning onto and off of Ashworth Road at major intersections, and;
- Improving the existing traffic signals, railroad crossing, and sidewalks along the corridor.

It should be noted that the City’s long-range trail master plan shows a separated sidepath trail on the north side of the street. Although this was originally recommended, direction was given at the City Council workshops to not include this component into the currently proposed project.

After those workshops and in subsequent discussions, the City Council suggested that a section of Ashworth Road be restriped to 3-lanes as a “trial phase” to observe performance for a period of time. City staff presented recommendations for this “trial phase” at the February 20, 2023, City Council meeting, with the City Council approving the recommendations to restripe Ashworth Road between 1st Street and 19th Street and directing staff to study the performance over a period of at least 9 months.



Funding for the design and roadway modifications was later approved by the City Council, with Shive-Hattery as the City's consultant and Quality Striping, Inc., as the contractor for the project. In addition to the restriping, there were temporary modifications to traffic signals, signs, and pavement markings to transition drivers from the 4-lane configuration to the 3-lane configuration. The conversion to a 3-lane roadway was completed on October 16, 2023.

Before & After – Looking East from 19th Street during PM Peak Hour





APPROACH

From Spring to Fall of 2023, City staff compiled “before” data on the performance of Ashworth Road as a 4-lane roadway. After the 4-to-3 lane conversion was complete, City staff collected the same data at the same locations so that it could be compared with the “before” data. Data was collected for a period of more than 9 months from October 17, 2023, to July 31, 2024.

Performance measures included:

- Crash data
- Speed data
- Traffic flow observations, including from video footage from traffic signal cameras (on multiple days/times during the summer months and during the school year)
- Levels of service (measure of capacity/congestion)
- Feedback from road users, including residents, West Des Moines Community School District, Des Moines Area Regional Transit Authority (DART), and emergency responders from West Des Moines Police, Fire, and EMS.

FINDINGS

The following sections provide an overview of the analysis and compare the roadway’s performance before and after the 4-to-3 lane conversion.

Impact on crashes

Reported crashes from January 2014 through July 2024 were analyzed using the Iowa Department of Transportation’s *Iowa Crash Analysis Tool* and police reports from the City of West Des Moines Police Department.

In the nearly 10-year period before Ashworth Road was converted, there were 67 reported collisions (about 7 per year) in the sections that were converted from 4-lanes to 3-lanes. This does not include crashes where a police report was never filed, and it doesn’t include crashes resulting from snow/ice, deer, alcohol/impairment, or other abnormal situations. It also doesn’t include crashes at the intersections of 1st Street or 8th Street, where there were already left-turn lanes on Ashworth Road.

Out of the 67 total crashes, the narrow lanes and lack of a left-turn lane contributed to at least 27 of the collisions (about 40%). The remaining crashes were of types that could still occur even after a 4-to-3 lane conversion, such as a rear-end collision in the outside thru lane.

The 4-to-3 lane conversion has reduced crashes on Ashworth Road. In the 9.5 months after the roadway was restriped, there has been only 1 reported crash. This crash involved a driver turning right onto Ashworth Road and not yielding to oncoming traffic (the driver believed that the right-turning driver had their turn signal on). The crash was not due to the 3-lane configuration.



Impact on speeds

Speed data was collected before and after the 4-to-3 lane conversion at the same 2 locations along the corridor. This was done to compare the progression speeds, distribution of speeds, and the percentage of drivers traveling over the speed limit. Data was collected using the City's Armadillo Tracker Traffic Collector, mounted to poles on the side of the road. The results are shown below.

Ashworth Road near 6th Street

	Before	After
85th-Percentile Speed	40	38
Average Speed	35	34
% > Speed Limit	51%	36%
% 6+ > Speed Limit	13%	5%
% 11+ > Speed Limit	2%	0.5%
% 16+ > Speed Limit	0.3%	0.1%

Ashworth Road near 16th Street

	Before	After
85th-Percentile Speed	42	40
Average Speed	37	36
% > Speed Limit	71%	64%
% 6+ > Speed Limit	24%	12%
% 11+ > Speed Limit	4%	1%
% 16+ > Speed Limit	0.5%	0.2%

As seen above, **the 4-to-3 lane conversion has reduced speeds on Ashworth Road**. Both the average speeds and 85th-percentile speeds are slightly lower at both locations for the 3-lane configuration. Even more importantly in terms of progression and safety, speeds are closer together and the percentage of drivers traveling at excessive speeds of 10-15+ over the speed limit is lower than it was with a 4-lane configuration.

Traffic flow observations

Traffic flow was observed on multiple days/times before and after the road was converted to 3-lanes. With the former 4-lane configuration, there were many instances of drivers not staying within the narrow lanes. This occasionally caused passing vehicles to have to go over the centerline into the opposing lane in order to pass. In one situation, a fire truck responding to an emergency was forced to use both inside thru lanes as a result of the narrow lanes.

Also, as typically seen with 4-lane streets, there were many instances where the inside thru lanes were blocked temporarily by left-turning drivers.

Examples are shown in the following figures.



Bus and truck not staying in their lane



Fire truck forced to use both inside lanes while in route to emergency



Left-turning traffic blocking thru vehicles



With the 3-lane configuration, no major backups were observed and drivers were better able to stay within their lanes. Only minor delays were noted during times when vehicles were temporarily stopped in the thru lanes (UPS trucks, garbage trucks, buses, etc.).



Vehicle using the center lane to pass a stopped UPS truck

Impact on congestion and levels of service

There are currently about 7,000 vehicles per day between 1st Street and 8th Street, and about 9,000 vehicles per day east of 19th Street. These volumes are within the capacity of a 3-lane street, which can generally handle volumes up to about 15,000 vehicles per day on streets like Ashworth Road.

Although the area is mostly developed, traffic volumes may increase slightly over time as properties are redeveloped, as in-fill development occurs, and as drivers avoid more congested roadways such as Interstate 235. Long-range traffic models have forecasted up to 13,000-14,000 vehicles per day in this area, which is still within the capacity of a 3-lane street.

At the signalized intersection of 8th Street & Ashworth Road, the 4-to-3 lane conversion reduced the number of east/west thru lanes from 2 in each direction to 1 in each direction. However, since Ashworth Road widens as it approaches 8th Street, the loss of the thru lanes allowed for the creation of right-turn lanes for eastbound and westbound approaches. The resulting capacity/delay was analyzed in greater detail using Synchro traffic analysis software. Four different scenarios were analyzed:

- 1) Existing AM rush hour on a typical school day (slightly higher than a summer weekday)
- 2) Capacity on June 11, 2024, when a crash on Interstate 235 during the AM rush hour resulted in additional traffic rerouting to Ashworth Road and 8th Street
- 3) Existing PM rush hour on a school day (slightly higher than a summer weekday)
- 4) Future PM rush hour once the region reaches full build-out

The following table shows the forecasted levels of service (LOS) during these four scenarios. LOS is measured on a scale of LOS A (very little delay) to LOS F (excessive delay). LOS D or better is desired for each intersection per the City of West Des Moines *Transportation Master Plan*.



Intersection Level of Service – 8th & Ashworth

Scenario		4-Lane	3-Lane + RT Lanes
Existing AM Peak Hour (School Day)	Overall	B	B
	Delay (s)	18.6	19.4
AM Peak Hour on 6/11/2024 (I-235 Incident)	Overall	C	C
	Delay (s)	22.4	25.8
Existing PM Peak Hour (School Day)	Overall	C	C
	Delay (s)	20.5	22.0
Future PM Peak Hour (Full-Build)	Overall	D	D
	Delay (s)	37.5	45.0

The capacity analysis determined that the signalized intersection of 8th Street & Ashworth Road has slightly more delay with the 3-lane (plus right-turn lanes) configuration, but the intersection still operates with acceptable levels of service with 1 thru lane eastbound and 1 thru lane westbound– even under future full-build conditions. Even though the City streets are not designed to handle interstate traffic volumes, it performed with acceptable levels of service on June 11, 2024, when a crash during the morning rush hour on Interstate 235 caused additional traffic to divert to this intersection.

Feedback

Since Ashworth Road was converted from a 4-lane to a 3-lane street, the public feedback that has been received has been very positive. Almost all residents and drivers that have expressed their opinions, including bus drivers from DART and the West Des Moines School District, as well as emergency responders from West Des Moines Police, Fire, and EMS, have been pleased with the 3-lane configuration and the slightly wider lanes.

“I was skeptical of the switch to three lanes...and I have to say how much I appreciate that change!” – West Des Moines resident

“[DART drivers] feel it is safe to board and alight passengers with this format...(and) have unanimously agreed that the increased lane widths have helped.” – DART

“It slows traffic and allows more room versus the 4 lanes which does not allow enough room.” – Bus driver for the West Des Moines School District

“[The 3-lane configuration] makes it easier for emergent response to take the center lane with traffic moving off the other two lanes.” – West Des Moines Firefighter

Of the few negative comments that have been received about this section of Ashworth Road, most were about the lack of a sidepath trail for bicycles and pedestrians and not specifically about the performance of the 3-lane configuration.



*“A multi-use trail along the north side of Ashworth Rd would be a great idea!” –
Anonymous comment received during MPO’s Safety Action Plan outreach*

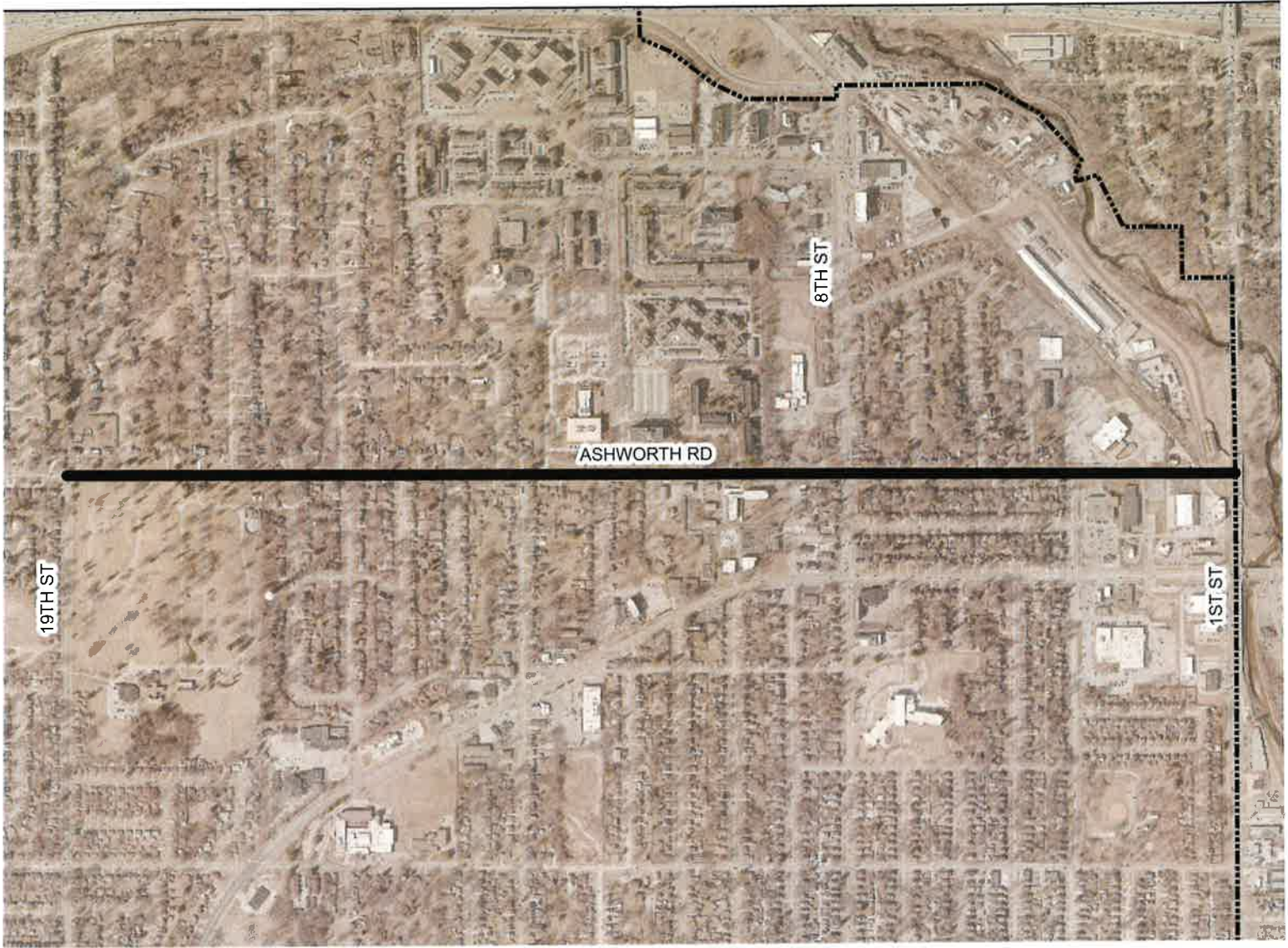
Other negative comments that were received were regarding driver confusion at the temporary transition near 19th Street & Ashworth Road. In order to transition the existing 4-lanes west of the intersection to 3-lanes east of the intersection, the eastbound outside lane approaching 19th Street is temporarily designated as a right-turn only. Signs and pavement markings were installed to designate this lane as a right-turn lane, however some eastbound drivers may not recognize the need to change lanes to the left in order to continue straight. This transition was necessary only to implement the trial phase and is not intended to be the ultimate lane configuration, and the issue is planned to be resolved as Ashworth Road is reconstructed in future phases of the project.

CONCLUSIONS AND RECOMMENDATIONS

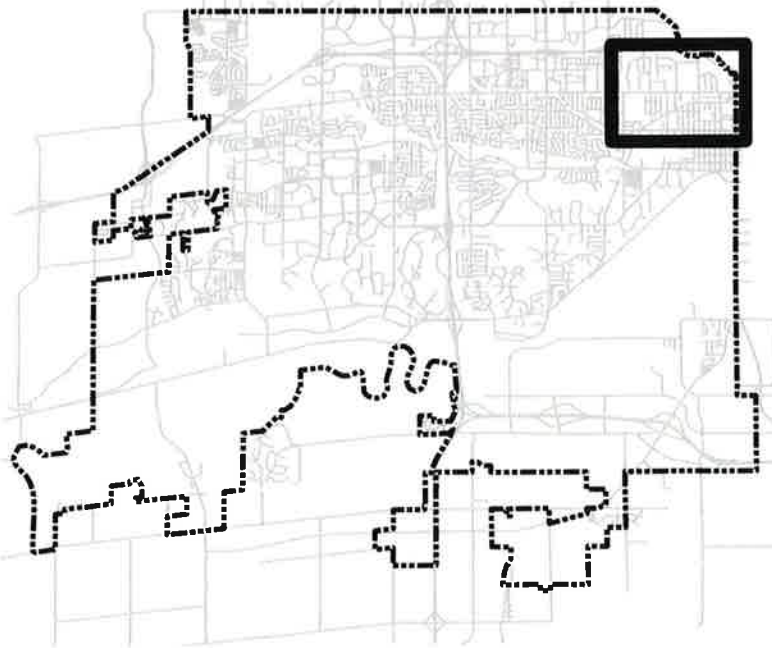
The 4-to-3 lane conversion has been successful at improving safety and traffic flow on Ashworth Road. There have been fewer crashes, speeds are lower, and although there is slightly more delay at major cross-streets, the 3-lane configuration still has adequate capacity to handle the traffic volumes without major congestion impacts. Our findings are consistent with the vast majority of national and local research, which has overwhelmingly demonstrated the success of 4-to-3-lane conversion projects similar to Ashworth Road.

The Federal Highway Administration calls 4-to-3 lane conversions a “proven safety countermeasure.” Therefore, these projects are strong candidates for receiving federal and state transportation grants. Over the past two years, City staff has applied for and been awarded a total of about \$4,500,000 of federal Surface Transportation Block Grant (STBG) funds toward the reconstruction and reconfiguration of Ashworth Road.

Based on our analysis and findings, the 4-to-3 lane conversion is still recommended for Ashworth Road. While the corridor is needing other improvements in addition to restriping, the 4-to-3 lane conversion is a vital component of the overall goal to rebuild aging infrastructure and improve transportation for the thousands of residents that use this corridor every day.



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Ashworth Road Restriping

LOCATION:

1st Street to 19th Street

DRAWN BY: JPM

DATE: 2/14/2023

PROJECT NUMBER/NAME: 0510-050-2021

SHT. 1 of 1

CITY OF WEST DES MOINES STAFF REPORT COMMUNICATION

Meeting Date: September 16, 2024

ITEM: Iles Funeral Home, 7200 and 7010 Ashworth Road – Amend Comprehensive Plan Land Use Map to designate Multi Use Low land use and Amend the Reed’s Crossing Planned Unit Development Ordinance to incorporate 7010 Ashworth into the Reed’s Crossing Planned Unit Development and to regulate funeral services and crematories development – Iles Funeral Homes Real Estate, LLC – CPAZC-006313-2024

RESOLUTION: Approval of Comprehensive Plan Land Use Map Amendment

ORDINANCE: Approve the First Reading of Ordinance Amending a Planned Unit Development

Background: The applicant, Mark Iles, and property owners, Iles Funeral Homes Real Estates, LLC, and Lutheran Church of Hope request approval of a Comprehensive Plan Land Use Map Amendment and an amendment to the Reed’s Crossing Planned Unit Development for that ground located at 7200 and 7010 Ashworth Road. The amendments are being requested in anticipation of the development of a funeral home with potential for crematories, mausoleums, and cemeteries.

Specifically, the following Land Use and Zoning changes are proposed with this request:

- Amend the Comprehensive Plan Land Use Map for Planned Unit Development Parcel A as shown on the included illustration to change from High Density Residential (HD) to Multi Use Low (MUL) land use.
- Amend the Comprehensive Plan Land Use Map for 7010 Ashworth Road as shown on the included illustration to change from Medium Density Residential (MD) to Multi Use Low (MUL) land use.
- Amend the Reed’s Crossing Planned Unit Development which includes the following modifications:
 - Change Parcel A from Residential High Density (RH-8) to Residential Medium Density (RM-8) zoning for intended development of funeral homes, including crematory, mausoleum, and cemetery which are allowed uses in the Residential Medium Density zoning district.
 - Incorporate 7010 Ashworth Road into Parcel A of the Reed’s Crossing Planned Unit Development with underlying zoning of Residential Medium Density (RM-8).
 - Modify Section A related to the underlying zoning and buffer requirement to accommodate the intended development.

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. There is no city participation in the anticipated development of the funeral home.
- **History:** In May of 1999, the City Council approved a rezoning request/permitted conditional use permit (ZC-99-06/PC-99-09) to amend the Reed's Crossing Planned Unit Development and allow the construction of Iles Funeral Home & Mausoleum located at 7200 Ashworth Road. Development of the funeral home and mausoleum was not pursued after the above actions were approved. Both 7200 Ashworth and 7010 Ashworth have not been previously developed. The applicant is going to the Board of Adjustment on September 18, 2024, for approval to construct on approximately 8,000 square foot funeral home, including crematories, mausoleum, and cemetery.

- **PUD Amendment:**

The following changes have been made to the Reed's Crossing Planned Unit Development for a general clean up to parcel A.

- **Senior Housing:** Parcel A of Reed's Crossing Planned Unit Development was identified to be developed for senior housing under a Residential High Density (RH) zoning designation. It was also noted that any proposed development within parcel A other than senior housing shall comply with Residential Medium Density standards. Proposed change is for the underlying zoning of the entire parcel A, existing and expanded to include 7010 Ashworth Road to be Residential Medium Density (RM), no matter the development within parcel A.
 - **Buffer:** Buffer requirement for parcel A has a distinction between development as residential and non-residential uses. The buffer requirement is staying the same but where it is referenced in the PUD ordinance is being modified. For development of non-residential uses they are not required to provide a thirty-foot wide buffer along Ashworth Road or the railroad right of way; however, adequate mitigation of views of parking, mechanical equipment and all other undesirable site elements shall be achieved.
- **Traffic Impact Study Results:** The proposed site is expected to generate less traffic than previously forecasted. The existing roadway geometry has adequate capacity to accommodate the proposed development. However, due to the nature of churches and funeral homes, there may be periods of temporary congestion when traffic volumes suddenly spike before and after services/events at the proposed funeral home and at Lutheran Church of Hope. This is expected to cause added delay temporarily at the 72nd Street & Ashworth Road traffic signal and the proposed access points.

Ashworth Road narrows from a 5-lane to a 4-lane road just to the east of the proposed access. As a result, there is only enough stacking for 1-2 westbound left-turning vehicles to stack in the center left-turn lane before the queue extends into the westbound thru lane. This could lead to rear-end crashes in the inside thru lane, with the highest potentially being immediately before services/events held at the proposed facility. If crashes become an issue in the future, widening Ashworth Road to a 5-lane facility or considering a 3-lane facility (if traffic volumes do not reach the forecasted full-build levels) to create more westbound left-turn stacking may be considered.

To lessen the impacts of the spikes in congestion before and after events, funeral home staff should coordinate with the neighboring churches to avoid generating surges of traffic at the same time.

Outstanding Issues: There are no outstanding issues.

Planning and Zoning Commission Action:

Date: September 9, 2024

Vote: 7-0 for approval

Recommendation: Approval of the Comprehensive Plan Land Use Map Amendment and Amendment to the Reed's Crossing Planned Unit Development Ordinance.

City Council Comprehensive Plan Amendment:

Date:

Vote:

City Council Rezoning First Reading:

Date:

Vote:

Recommendation: Approve the Comprehensive Plan Land Use Map Amendment and Amendment to the Reed's Crossing Planned Unit Development Ordinance, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kate Devine

Approval Meeting Dates:

Planning and Zoning Commission	September 9, 2024
City Council: First Reading	September 16, 2024
City Council: Second Reading	
City Council: Third Reading	

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>pd</i>

Publications (if applicable)

Published In:	Des Moines Register Community Section
Date(s) Published	8/30/24
Date(s) of Mailed Notices	8/30/24

Council Subcommittee Review (if applicable)

Subcommittee	Development & Planning			
Date Reviewed	2/5/24			
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 PLANNING AND ZONING COMMISSION
NO. PZC-24-042


WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, Mark Iles, and property owners, Iles Funeral Homes Real Estate, LLC, and Lutheran Church of Hope 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 to change PUD Parcel A from High Density Residential (HD) land use to Multi Use Low (MUL) land use classification.
- Amend the Comprehensive Plan Land Use Map to change 7010 Ashworth Road from Medium Density Residential (MD) land use to Multi Use Low (MUL) land use classification.

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

NOW, THEREFORE, the Planning and Zoning Commission of the City of West Des Moines recommends that City Council approve the Comprehensive Plan Land Use Map Amendment, (CPAZC-006313-2024) 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 September 9, 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 September 9, 2024, by the following vote:

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

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

Recording Secretary

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION
NO. PZC-24-043

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, Mark Iles, and property owners, Iles Funeral Homes Real Estate, LLC, and Lutheran Church of Hope request approval of an amendment to the Reed's Crossing 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 A from Residential High Density (HD) to Residential Medium Density (MD) zoning.
- Add 7010 Ashworth Road into Parcel A of the Reed's Crossing Planned Unit Development
- Modify Section A related to the underlying zoning and buffer requirement to accommodate the intended development of a funeral home.

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-006313-2024) 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 September 9, 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 September 9, 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

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant, Mark Iles, and property owners, Iles Funeral Homes Real Estate, LLC, and Lutheran Church of Hope request approval of a Comprehensive Plan Land Use Map Amendment to change the land use designation from High Density Residential (HD) to Multi Use Low (MUL) and Medium Density Residential (MD) to Multi Use Low (MUL) on the ground shown 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 September 9, 2024, the Planning 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-006313-2024) as shown on attached Comprehensive Plan Land Use Map Change Illustration, subject to compliance with all the conditions in the staff report, dated September 16, 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 September 16, 2024.

Russ Trimble, Mayor

ATTEST:

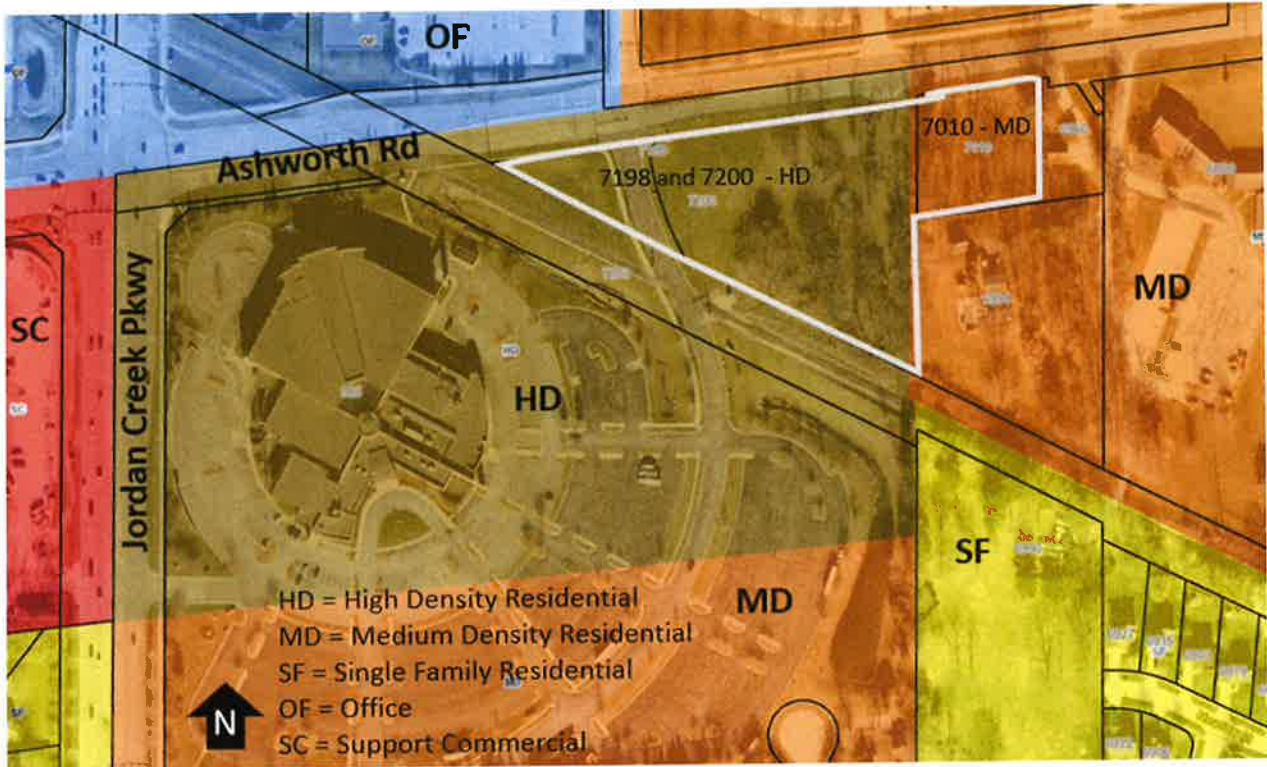
Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on September 16, 2024, by the indicated vote.

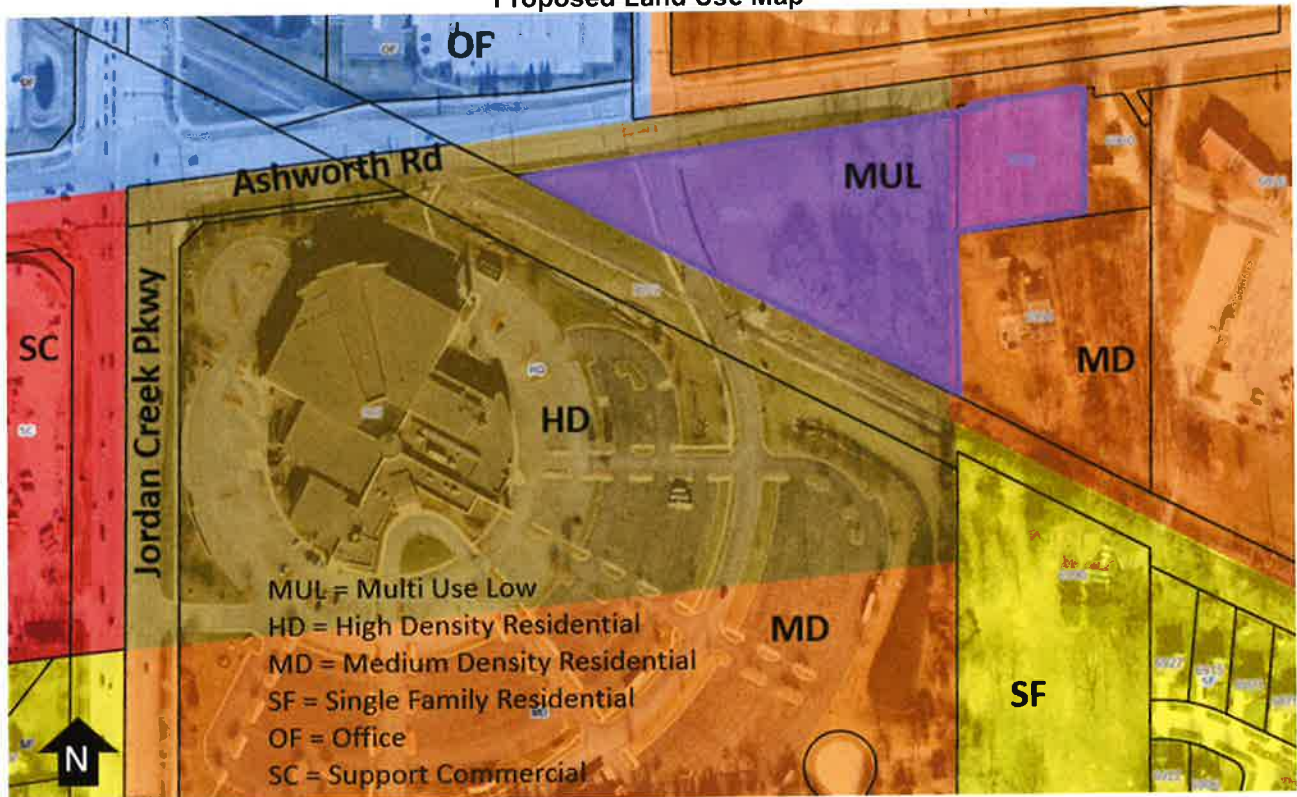
Exhibit A: Conditions of Approval

1. None

Comprehensive Plan Land Use Illustration
Current Land Use Map



Proposed Land Use Map



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 CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2024, AND ORDINANCES PERTAINING TO PLANNED UNIT DEVELOPMENT (PUD) #29 DISTRICT REGULATIONS AND GUIDELINES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA:

SECTION 1. Amendment. Ordinance #961, #1238, #1364, #1378, #1379, #1651, #1682, #1696, #1829, #1923, and #1926, pertaining to the Reed's Crossing Planned Unit Development Ordinance, Section 029-01, *Legal Description*, by deleting the text in highlighted strike-thru and inserting the text in bold italics accordingly.

The legal description for the Reed's Crossing PUD is as follows:

~~Except railroad and street right of ways the west half (1/2) of the northwest quarter (1/4), the southeast quarter (1/4) of the northwest quarter (1/4), the southwest quarter (1/4) of the northeast quarter (1/4), the northwest quarter (1/4) of the southeast quarter (1/4) and the northeast quarter (1/4) of the southwest quarter (1/4) of section twelve (12), township seventy-eight (78) north, range twenty-six (26) west of the 5th P.M., city of West Des Moines, Dallas County, Iowa.~~

Parcel 'A' of the northwest quarter (1/4) northwest quarter (1/4) of section 12, township 78 north, range 26, west of the 5th P.M. as shown on the plat of survey recorded on April 11, 1997 in Book 834, Page 297 at the Dallas County Recorder's Office, all in the city of West Des Moines, Dallas County, Iowa

And

Lot 1 of the Auditor's Plat of the northwest quarter (1/4) northwest quarter (1/4) section 12, township 78 north, range 26 of the 5th P.M. Dallas County, Iowa recorded in Book 5, Page 106 on March 9, 1977 at the Dallas County Recorder's Office, now included in the City of West Des Moines, Dallas County, Iowa.

Except

Parcel 'Y' being described as part of parcel "P" & "O" of the plat of survey recorded in book 1998, page 5450 of the Dallas County recorder's office in the northwest quarter of the southeast quarter (NW¹/₄ SE¹/₄) of section 12, township 78 north, range 26 west of the 5th P.M., in Dallas County, Iowa, as shown in plat of survey recorded in book 2006, page 16764, that is more particularly described as follows:

Commencing at a point of reference at the southwest corner of the said northwest quarter of the southeast quarter of section 12; thence north 83°19'11" east, 75.58 feet, to the point of beginning, said point being on the east right-of-way line of 68th Street; thence north 00°22'38" east, 187.60 feet, along said right-of-way line, to a point of curvature; thence northerly, along a curve to the left having a radius of 1,075.00 feet and a chord bearing of north 03°05'14" west, an arc length of 130.01 feet, along said east right-of-way line, to a point on the south right-of-way line of E.P. True Parkway; thence north 28°41'36" east, 50.64 feet, along said right-of-way line, to a point; thence north 65°01'19" east, 137.81 feet, along said south right-of-way line, to a point of curvature; thence easterly, along a curve to the right having a radius of 920.00 feet and a chord bearing north 74°33'41" east, an arc length of 306.25 feet, along said south right-of-way line, to a point of tangency; thence north 84°06'02" east, 151.75 feet, along said south right-of-way line, to the northwest corner of lot 1, King's Pointe, an official plat; thence S00°15'14" west, 447.03 feet, along the west line of said King's Pointe; thence south 83°13'07" west, 590.50 feet, along the south line of said parcel "O" and "P", to the point of beginning.

SECTION 2. Amendment. Ordinance #961, #1238, #1364, #1378, #1379, #1651, #1682, #1696, #1829, #1923, and #1926, pertaining to the Reed's Crossing Planned Unit Development Ordinance, Section 029-02, *Sketch Plan*, is hereby amended by replacing the PUD sketch plan with Exhibit A attached hereto.

SECTION 3. Amendment. Ordinance #961, #1238, #1364, #1378, #1379, #1651, #1682, #1696, #1829, #1923, and #1926, pertaining to the Reed's Crossing Planned Unit Development Ordinance, Section 029-03, *General Conditions*, Subsection B(1), *Land Use Design Criteria*, by deleting the text in highlighted strike-thru and inserting the text in bold italics accordingly and re-lettering subsequent as required. All other items in current adopted portion of code not reflected below shall remain as is.

1. Parcel A: ~~Parcel A shall include approximately three and four-tenths (3.4) acres and shall~~
~~be developed as senior housing, for persons fifty five (55) years and older, with a maximum of eighty four (84) dwelling units permitted within parcel A. All general use regulations and provisions set forth in title 9, "Zoning", of the city code for the RH residential high-density district~~ **residential medium density (RM-12) district** shall apply to any senior housing development proposal for all property within parcel A as shown on the sketch plan of the Reed's Crossing PUD, unless noted otherwise in this ordinance. **any proposed development within parcel A as shown on the sketch plan of the Reed's Crossing PUD, unless noted otherwise in this ordinance.**
 - a. ~~Any proposed development within parcel A other than senior housing as described above shall comply with all general use regulations and provisions set forth in title 9, "Zoning", of the city code for the RM residential medium-density district, with a maximum of eight (8) dwelling units per acre permitted.~~
 - ba. **As part of development of any residential use, a minimum thirty-foot (30') wide buffer park** shall be established along Ashworth Road, the railroad right of way and private property immediately east of parcel A to effectively buffer and screen parking areas and/or associated uses from view. Buffer **park** screening shall be provided in

accordance with the West Des Moines buffer ordinance. ***Development of non-residential uses are not required to provide a thirty-foot 30' wide buffer along Ashworth Road or the railroad right of way; however, adequate mitigation of views of parking, mechanical equipment and all other undesirable site elements shall be achieved. For all uses, adequate physical barrier from the railroad tracks shall be implemented.***

- b. No residential structure shall be located closer than fifty feet (50') from the ultimate right of way of Ashworth Road and private property east of parcel A with garages limited to a minimum thirty foot (30') setback from the ultimate right of way of Ashworth Road, the private property east of parcel A and the railroad right of way. Senior housing shall not exceed three (3) stories or forty five feet (45') in height, and any other development shall not exceed two (2) stories or thirty feet (30') in height.
- eb. Funeral homes, accessory crematories, mausoleums, and cemeteries may be permitted to have a maximum building height of fifty five feet (55') and a twenty foot (20') rear yard setback from the railroad right of way. The required thirty foot (30') buffer park along the railroad right of way and the private property immediately east of parcel A may be waived for said uses provided adequate landscaping and fencing is provided in lieu of said buffer parks to adequately buffer and screen said uses.

SECTION 4. Repealer. All ordinances of parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. 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 6. 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 7. 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 8. 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

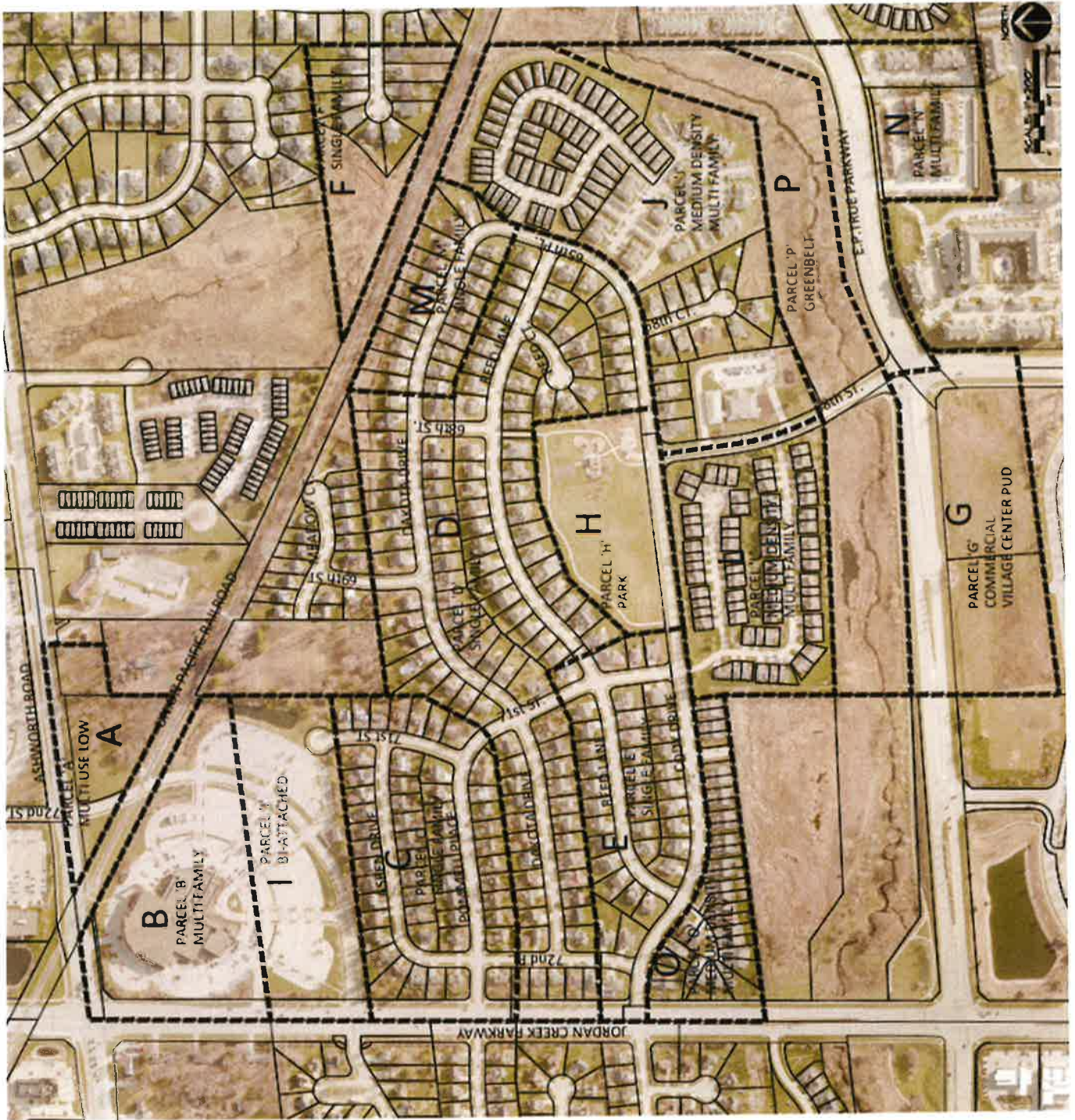
Russ Trimble, Mayor

ATTEST:

Ryan Jacobson, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2024, and was published in the Des Moines Register on _____, 2024.

Planned Unit Development Sketch Plan (Exhibit A)



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

ITEM: 2023-24 FY Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER) **DATE:** September 16, 2024

RESOLUTION: Opening and Closing Public Hearing and Approval of the 2023-24 FY Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER)

FINANCIAL IMPACT: There is no financial impact on the City of West Des Moines.

BACKGROUND: In October 2004, the United States Department of Housing and Urban Development (HUD) identified that the City of West Des Moines qualifies for Entitlement Community status for their Community Development Block Grant (CDBG) Program. As an entitlement City, West Des Moines is eligible for HUD funds to address defined needs within the community. The program provides annual grants on a formula basis to entitlement cities and counties (those over 50,000 people) to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low-and moderate-income persons.

The 2023-24 FY Consolidated Annual Performance and Evaluation Report (CAPER) describes the activities undertaken during the program year beginning July 1, 2023, and ending June 30, 2024, using Federal funds granted to the City of West Des Moines by the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) program. Activities and accomplishments described in this report entirely benefit low-income residents of the City of West Des Moines. The Community Development Block Grant funding allocation for the 2023-24 Fiscal Year:

Program Year 2023-24 Budget

<i>Category</i>	<i>Allocation</i>
Administration	\$64,470
Public Service - Homeless Prevention Program	\$19,552
Public Service – Transit Pass Program	\$28,800
Land Acquisition	\$209,531
Total Allocation	\$322,353

SUMMARY OF ACCOMPLISHMENTS

The activities listed above resulted in the following accomplishments during the 2023-24 program year that utilized federal funding from the Community Development Block Grant (CDBG) program. Over the last two years, fewer transit passes were purchased for the Transit Pass Program because of less system usage and the higher cost of the passes. From the data provided by Des Moines Area Regional Transit (DART), there were 11,824 rides by holders of WDM passes during the 12-month program year. That averages to 118 rides per pass holder. The Homeless Prevention Program had been heavily funded in 2020 & 2021 with additional CDBG COVID dollars committed. During the 2023-24 fiscal year, the program was funded at pre-pandemic levels. Staff continue to look for land acquisition opportunities but have been challenged

with high costs and lack of suitable sites for housing development. Although no land was acquired during the program year, CDBG funding commitments were recently made toward the construction of four new homes. Those expenditures are expected to happen in the 2024-25 program year. The usage of the programs is listed below:

Activity/Program	Accomplishment units	FY 2023-24 Goal	FY 2023-24 Accomplishments
Transit Pass Program	People	100	100
Homeless Prevention Program	People	19	62
Land Acquisition	Homes	4	0

A complete draft of this report has been made available for the public to review and to provide comment during a 30-day period that began on August 7, 2024. Notice on the availability of the report has been published in the Des Moines Register and on the City’s website. The 2023-24 Annual Action Plan was available for review at the following locations:

- City of West Des Moines website – www.wdm.iowa.gov – Government, Community & Economic Development, Housing, Community Development Block Grant Program
- City Hall – 4200 Mills Civic Parkway, West Des Moines
- West Des Moines Human Services – 139 6th Street, West Des Moines
- Historic City Hall – Historic Valley Junction Foundation – 137 5th Street, West Des Moines

Due to inadvertent oversight, one response was omitted from the published CAPER. In section CR-05, a response providing an overview of the major initiatives and highlights has been added to the document.


No public comments were received during the 30-day comment period.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Staff recommends that City Council approve the resolution approving the 2023-24 FY Consolidated Annual Performance Evaluation Report (CAPER).

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	September 6, 2024

SUBCOMMITTEE REVIEW (if applicable)

Committee	NA		
Date Reviewed	NA		
Recommendation	Yes	No	Split

ATTACHMENTS:

- Exhibit I - Notice of Public Comment Period
- Exhibit II - Notice of Public Hearing
- Exhibit III - City of West Des Moines 2023-24 CAPER – available during public comment period

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES,
APPROVING THE CITY OF WEST DES MOINES 2023-24 FY COMMUNITY
DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE
EVALUATION REPORT**

WHEREAS, the City of West Des Moines is an eligible Community Development Block Grant (“CDBG”) entitlement community; and

WHEREAS, the City must develop an annual report on the usage of the CDBG funds called a Consolidated Annual Performance Evaluation Report (“CAPER”); and

WHEREAS, the City has prepared the 2023-24 FY CAPER; and

WHEREAS, the CAPER has been available for review by the public for thirty days, beginning August 7, 2024; and

WHEREAS, the City of West Des Moines informed citizens of the CAPER through the City’s website and at various locations and publication in the Des Moines Register of their opportunity to participate in the public comment period and public hearing.

THEREFORE, BE IT RESOLVED that the Council of the City of West Des Moines, Iowa hereby adopts this 2023-24 FY CAPER and authorizes the Mayor to submit the report to the United States Department of Housing and Urban Development, for their review and approval.

PASSED AND ADOPTED on September 16, 2024

Russ Trimble, Mayor

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 September 16, 2024 by the following vote:

ATTEST:

Ryan Jacobson, City Clerk

**NOTICE OF
PUBLIC COMMENT
PERIOD**

The U.S. Department of Housing and Urban Development (HUD) has identified the City of West Des Moines as a potential grantee for the Community Development Block Grant (CDBG) Program. As an entitlement city, West Des Moines would be eligible for HUD funds to address defined needs in the community. The 2023-24 Consolidated Annual Performance and Evaluation Report (CAPER) has been written to report on the activities funded with CDBG in that program year.

A 30-day public comment period begins August 7, 2024, and ends September 6, 2024. The 2023-24 CAPER is available for review at the following locations:

- City of West Des Moines web site – www.wdm.iowa.gov – Government, Community & Economic Development, Housing, Community Development Block Grant Program
- City Hall – 4200 Mills Civic Parkway, West Des Moines
- West Des Moines Human Services – 139 6th Street, West Des Moines
- Historic City Hall – Historic Valley Junction Foundation – 137 5th Street, West Des Moines

Comments on the Amended 2023-24 CAPER may be submitted by:

- Email to Christine.gordon@wdm.iowa.gov
- Written on forms in copies of the plan at locations listed above.

The 2023-24 CAPER is scheduled on the September 16, 2024 City Council agenda for final approval.

Christine Gordon, AICP
Housing & Community Development Manager

[Type here]

NOTICE OF
PUBLIC HEARING

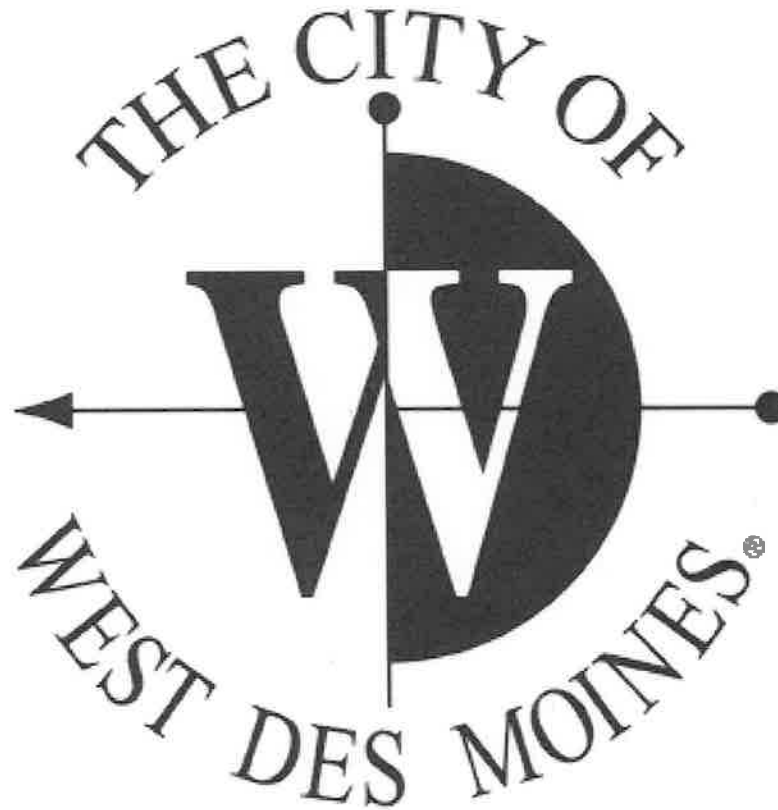
The City of West Des Moines is an eligible entitlement grantee for the U.S. Dept. of Housing & Urban Development's Community Development Block Grant Program (CDBG). As an entitlement city, West Des Moines receives HUD funds to address defined needs in the community. A Consolidated Annual Performance Evaluation Report (CAPER) has been written to describe the programs which were funded in 2023-24.

The City of West Des Moines will hold a public hearing at the September 16, 2024, City Council meeting to present the 2023-24 Consolidated Annual Performance Evaluation Report for approval.

This public hearing will be held on Monday, September 16, at 5:30 P.M. in the Council chambers of the West Des Moines City Hall located at 4200 Mills Civic Parkway, West Des Moines, Iowa.

It is the responsibility of the individual with a disability requiring accommodations to inform the Community Development Department, at least 48 hours in advance, that certain accommodations are requested. The City of West Des Moines is pleased to provide these accommodations to allow full participation in the City Council meetings. Please contact the Community and Economic Development Department at 515-273-0770 to request these accommodations.

Ryan Moffatt
Community and Economic Development Department Director



2023-24 Consolidated Annual Performance Evaluation Report (CAPER)

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Homeless Prevention Program and Transit Pass Program were successfully implemented this past year. The hpasses for the Transit Pass program are being distributed by the West Des Moines Human Services Department. This has been successful with the residents. The City has also had an entire year using Neighborly software to receive and process applications. This also has been successful with our programs. The City has committed CDBG funds to assist in the development of single family homes in the next year.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Home Repair	Affordable Housing		Homeowner Housing Rehabilitated	Household Housing Unit	10	0	0.00%			
Homeless Prevention	Affordable Housing	CDBG: \$19552	Homelessness Prevention	Persons Assisted	189	976	516.40%	19	62	326.32%
Homeownership	Affordable Housing	CDBG: \$209531	Homeowner Housing Added	Household Housing Unit	2	0	0.00%	4	0	0.00%

Internet Service	Non-Housing Community Development		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	150	100.00%			
Rental Housing	Affordable Housing		Rental units constructed	Household Housing Unit	10	0	0.00%			
Transitional Housing	Affordable Housing		Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	30	0	0.00%			
Transportation Services	Non-Housing Community Development	CDBG: \$28800	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	509	421	82.71%	100	100	100.00%
Transportation Services	Non-Housing Community Development	CDBG: \$28800	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The funds are addressing the highest needs in the community. The City may look at funding less transit passes in future years as the usage of the program is lessening.

The challenge is the highest needs identified, affordable housing, have been difficult to address. The City has been looking at land to purchase with CDBG funds. The City is exploring new and creative way to address this need.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	125
Black or African American	14
Asian	4
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	143
Hispanic	22
Not Hispanic	139

Table 2 – Table of assistance to racial and ethnic populations by source of funds

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	322,353	100,191

Table 3 - Resources Made Available

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of West Des Moines	100	100	
VJ			

Table 4 – Identify the geographic distribution and location of investments

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Federal funds were not leverage during the 2023-24 program year. No publicly owned land was used in any CDBG programs.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	19	62
Number of Special-Needs households to be provided affordable housing units	0	0
Total	19	62

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	4	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	4	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City exceeded our goal with the Homeless Prevention Program. The Land Acquisition has been less successful in finding land that is appropriately priced for affordable housing development.

Some CDBG funds have been committed to assisted with single-family housing development and are in the development. City expects great progress on that in the next year.

Discuss how these outcomes will impact future annual action plans.

West Des Moines will continue to commit funds to homeless prevention. These funds along with funds from West Des Moines Human Services keep people in their homes through assistance with rent, mortgage and utilities.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	95	0
Low-income	41	0
Moderate-income	26	0
Total	162	0

Table 7 – Number of Households Served

Narrative Information

Worst case housing needs are defined as low-income renter households who pay more than half of their income for rent, live in seriously substandard housing, which includes homeless people, or have been involuntarily displaced. West Des Moines' work toward addressing the needs of persons with disabilities and those in worst case needs situation has been focused on homeless prevention. Staff is exploring a program to assisted rental housing older than 40 years with needed maintenance. West Des Moines does have a robust rental housing inspection program. These efforts address seriously substandard housing that may exist in the city. In regards to persons with disabilities, the City is working with City of Des Moines on the Affirmatively Furthering Fair Housing study and a portion of that study tis looking at the needs of housing for persons with disabilities.

The City has for many years been proactive in taking actions to foster and maintain affordable housing. Efforts in the last five years include: participation in the Metro Home Improvement Program, participation in the Dallas County Local Housing Trust Fund, creation of the Historic West Des Moines Housing Fund, financial support for rental development through property tax rebates, housing TIF funds for upper story housing along 5th Street, development of two single family homes by Habitat for Humanity, and general funds dollars to Neighborhood Finance Corporation for home repairs and purchase.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction’s progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Homeless persons in West Des Moines are assisted through the West Des Moines Human Services. They offer support services through a food pantry, clothing closet, and free medical clinic. We also offer the Homeless Prevention Program to keep households in their current housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City does not have any emergency shelters within the City limits. The City no longer offers transitional housing programs. The reason for not offering these services is a limitation of available funding for such activities.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City offers the Homeless Prevention Program to assist household from becoming homeless. The Human Services Department also offers other social support services including a food pantry, clothing closet, medical clinic, and educational classes

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Through the West Des Moines Human Services Department, the City offers support services (food pantry, clothing closet, medical clinic, educational classes) and referrals for homeless persons and families.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of West Des Moines does not have any public housing within the city limits.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of West Des Moines does not have any public housing within the city limits.

Actions taken to provide assistance to troubled PHAs

There are no troubled public housing authorities in the City of West Des Moines.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City is updating the Historic West Des Moines Master Plan. The final step is completing a Planned Unit Development (PUD) for the entire area. It is a comprehensive plan for the area of 1st Street to Grand Avenue and Railroad Avenue. It addresses housing and community development in this area. The PUD is still in process and it is anticipated to be completed in 2025.

The City has updated its comprehensive plan. As part of that process, the City reviewed zoning policies and ordinance affecting affordable housing.

The City has a housing TIF and annually allocates those funds to affordable housing. It was the funding source for the Upper Story Housing Program. The City is exploring other developments to support with these funds.

In August 2023, the City was named an Iowa Thriving Community. City leadership supported the application process and is excited to affordable housing development as a result of the designation. The Iowa Thriving Communities designation has been extended into 2025.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City is also expanding its broadband efforts so that all aspects are covered; availability (physical access), affordability (financial subsidies for low-income families, and accessibility (digital literacy, equipment, and support). The first is complete with the construction of the State's first municipally owned fiber conduit system. It will go throughout the entire city, to serve everyone. So far Google Fiber, Mediacom and Mi-Fiber have entered agreements to serve residents using the system. The second is help-desk and facilitated access to the ACP (American Connectivity Program) to subsidize broadband for low-income households. The third is digital equipment and support. Our work in this phase is designed to remove equipment and knowledge barriers to low-income residents enjoying benefits of their new, affordable broadband access.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

No specific actions were taken during the 2023-24 program year, although the City does housing rehabilitation programs and through those programs lead-based paint hazards may be address secondarily.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City has available 100 transit passes for individuals so they have access to free public transit throughout the entire Des Moines Metropolitan Area. This opportunity provides necessary transportation for education and employment.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The staff of the City working on the CDBG program continue to attend trainings and education webinars to keep current on regulations and policy changes. As of July 1, 2022, Christine Gordon was promoted to the new position of Housing & Community Development Manager and Kay Schoon was promoted to Housing Planner. The Administrative Assistant for the Community & Economic Development Department, who works part-time on housing duties, was filled in fall of 2022. These changes will provide additional hours for work on housing and community development issues.

In addition, the City has begun using Neighborly software to track its community development programs. The software allows for online applications and greater efficiencies of City staff.

As of October 1, 2024, the city will no longer be administering the Metro Home Improvement Program and the Dallas County Local Housing Trust Fund. This change will allow housing staff to focus 100% of their time on West Des Moines efforts and needs.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City has representation on the Central Iowa Regional Housing Authority advisory board. The City also has a representative on the Polk County Housing Trust Fund Development Committee. The City keeps up to date on the actions of Homeward by attending the Director Council meetings (the area's Continuum of Care).

City staff consistently meet with both for profit and non-profit housing developers to discuss needs and program options.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City is partnering with the City of Des Moines to update the analysis of impediments. The plan will go out for public comment in the fall of 2024. This new plan will be incorporated into the City's 2025-2030 Consolidated Plan.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City administers all the CDBG programs itself, so the City does self-monitoring. The Community and Economic Development Department (CED) is in the primary department who administers the CDBG Program. CED monitors the Human Services Department as it related to their program funded by CDBG including Homeless Prevention. CED reviews Human Services program files once a year for compliance with incomes of participants and collection of data. CED staff has regular discussions with the Human Services director and staff regarding feedback from the monitoring and ongoing programs processes for the Transit Pass Program and Homeless Prevention.

CED staff works closely with Finance staff to be sure funds balance and invoices are paid appropriately. The quarterly financial report is done by staff in the Finance Department.

Through the work of other CED staff, they work with minority business owners including with the Historic Valley Junction Foundation, business improvement program such as the Regulatory Compliance Fund and the Property Improvement Fund. Also CED staff have regular business retention meetings with existing businesses in the city to receive feedback and listen to their thoughts. Lastly, CED staff partner with the West Des Moines chamber on their efforts with minority owned business such as their monthly educational luncheons and the annual Black and Brown Business Summit.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City provides a 30-day public comment period and public hearing at City Council. Both are opportunities for citizens to review and comment on the Consolidated Annual Performance Evaluation Report (CAPER).

The public comment period is noticed through the front page of City's website and a legal notice for the public comment period and public hearing are published in the Des Moines Register. The CAPER is available for review on the website as well as three physical locations including: City Hall, West Des Moines Human Services; and Historic City Hall. With the paper copies of the CAPER there are blank forms for written comments. Written comments may also be submitted via email.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There have been no changes in this year's program objectives. The City continues to explore ways to use CDBG funds for the support and creation of affordable housing.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There have been no changes in this year's program objectives. The City continues to explore ways to use CDBG funds for the support and creation of affordable housing.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					

Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

The City of West Des Moines did not have any activities during the 2023-24 program year which qualify for Section 3 reporting.

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

Meeting Date: September 16, 2024

ITEM: Delavan Warehouse, 2101 Delavan Drive, Approve Final Plat to create 14 condominium lots for industrial development and 2 outlots – Next Phase Development 2101 Delavan Drive, LLC – FP-006343-2024

RESOLUTION: Approval and Release of Final Plat

Background: The property owner, Next Phase Development 2101 Delavan Drive, LLC, requests approval of a Final Plat for the approximately 1.7-acre property located at 2101 Delavan Drive. The applicant proposes to subdivide the property into fourteen (14) lots for industrial condominium bays, one (1) outlot for fire sprinkler room, and one (1) outlot for common area and storm water detention.

Staff Review & Comment:

- **Financial Impact:** No City funding of the project. Staff time for processing of development application and inspections during construction.
- **History:** The associated Preliminary Plat was approved by the Plan and Zoning Commission on February 26, 2024, and the City Council on March 4, 2024. This Final Plat has been determined to be consistent with the associated Preliminary Plat.
- **Vacation of Easement:** Part of an existing Public Ingress/Egress Easement will be vacated as part of this Final Plat. New Public Ingress/Egress Easement will be established as part of this Final Plat.
- **Plat Validity:** Per City Code, the Final Plat must be presented to the City Council for approval within 12 months of the approval of the associated 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. This Final Plat complies with the timelines stated in City Code.

Outstanding Issues: There are no outstanding issues.

Staff notes that the Council is requested to approve and accept the following:

- Legal documents to establish public easements for Ingress/Egress.
- Storm Water Management Maintenance Facility Covenant and Permanent Easement Agreement for this property.

Recommendation: Approve the Final Plat, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Kate Devine

Approval Meeting Dates:

Plan and Zoning Commission	n/a
City Council	September 16, 2024

Staff Report Reviews:

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

Publications (if applicable)

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

Council Subcommittee Review (if applicable)

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

Location Map



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

FINAL PLAT DELVAN WAREHOUSE

2101 DELAVAN DRIVE, WDM
CITY CASE ##FP-006343-2024

OWNER / APPLICANT

NEXT PHASE DEVELOPMENT 2101 DELAVAN DRIVE, LLC
REID TAMESIEA
1690 ALL STATE COURT #120
WDM, IA 50265
PH: 515-721-9115 REID@NEXTPHASEDEV.COM

ZONING

EXISTING: BEH II PUD WITH UNDERLYING ZONING LIGHT INDUSTRIAL

COMPREHENSIVE PLAN DESIGNATION

LIGHT INDUSTRIAL (LI)

SETBACKS

FRONT -45'
SIDE -35'
REAR -20'
PARKING SETBACK -10' FROM R.O.W.

LEGAL DESCRIPTION

LOT 2 DELAVAN PLAT 3, AN OFFICE OF WEST DES MOINES, POLK COUNTY, IOWA.

SAID TRACT OF LAND CONTAINS 1.727 ACRES MORE OR LESS.

SAID TRACT OF LAND SUBJECT ALL EASEMENTS OF RECORD.

BENCHMARK

WDM BENCHMARK #126
SOUTHWEST CORNER OF GRAND AVENUE AND E.P. TRUE PARKWAY, 10 FEET WEST OF BACK OF WALK AND 77 FEET SOUTH OF TRAFFIC SIGNAL POLE AT THE SOUTHWEST CORNER OF E.P. TRUE PARKWAY AND GRAND AVE.

ELEVATION 843.23 (NAVD88 Datum)
69.22 (WDM Datum)

WDM BENCHMARK #127
SOUTHWEST CORNER OF E.P. TRUE PARKWAY AND S. 41st STREET, 4.5 FEET SOUTH OF THE EAST -WEST BACK OF WALK AND 4.5 FEET WEST OF THE NORTH-SOUTH BACK OF WALK.

ELEVATION 893.47 (NAVD88 Datum)
119.46 (WDM Datum)

NOTES

- EACH LOT IN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 5,000.
- THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 10,000.
- LOT CORNERS SHALL BE SET WITHIN ONE YEAR OF RECORDING.
- OUTLOT 'Y', OUTLOT 'Z', AND ALL PRIVATE UTILITIES SHALL BE MAINTAINED BY AN H.O.A.
- ALL BEARINGS ARE ASSUMED.

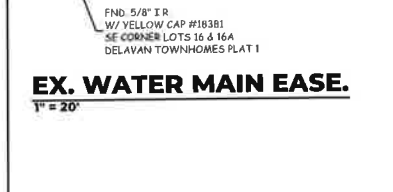
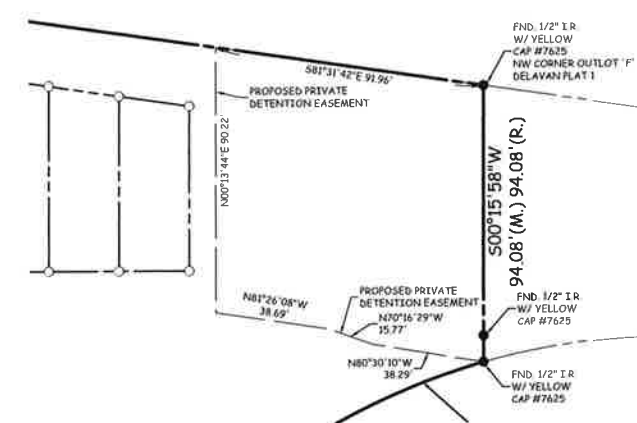
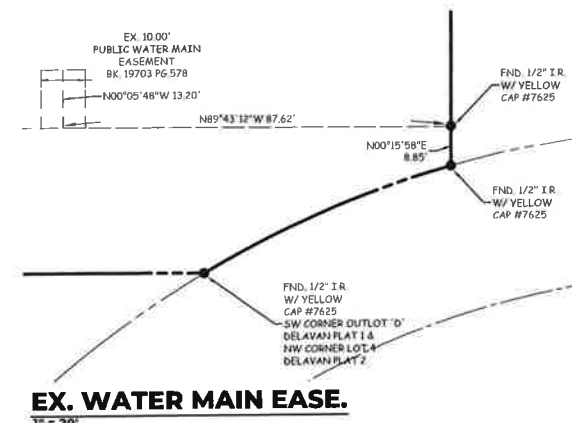
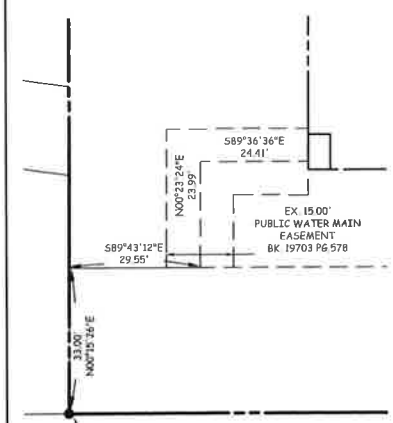
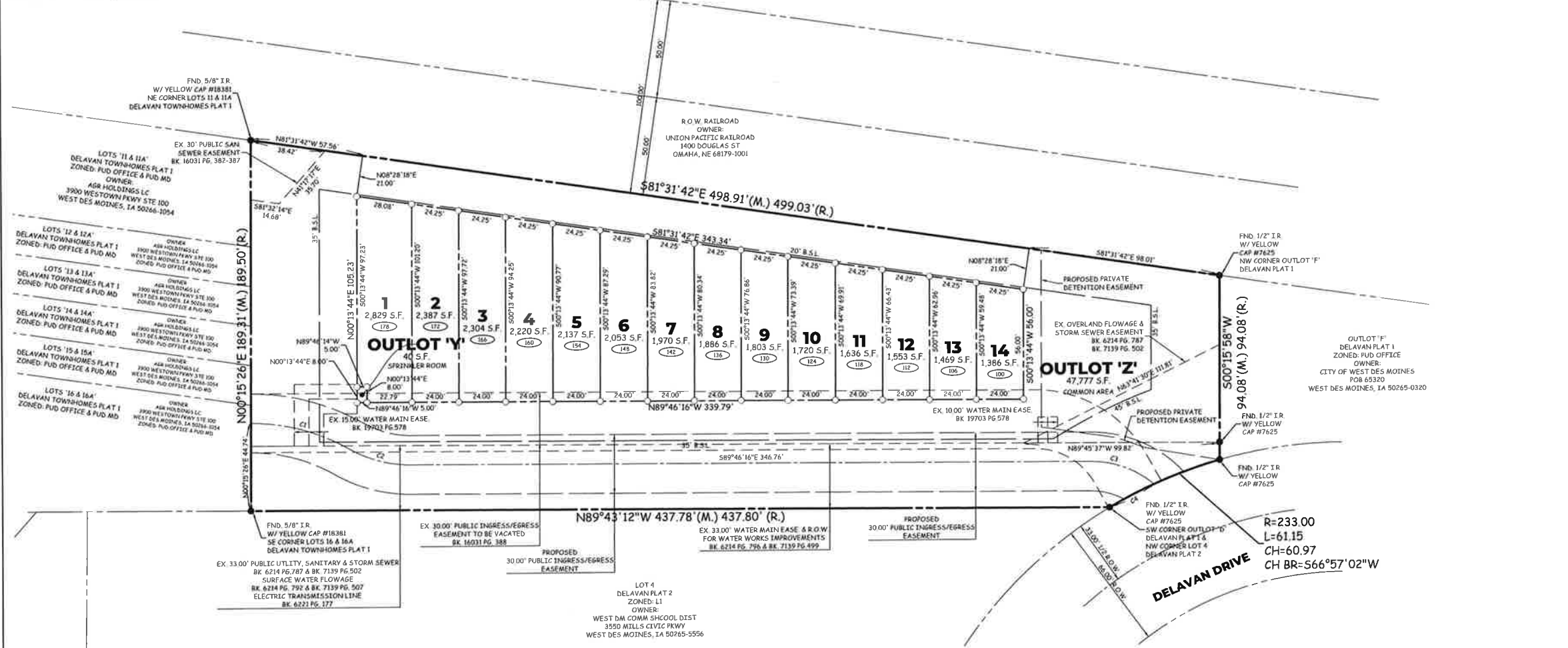
LEGEND

- ▲ PLAT BOUNDARY
- SECTION CORNER
- FOUND CORNER, AS NOTED
- SET CORNER 5/8" I.R. W/ YELLOW CAP #13156
- I.R. IRON ROD
- G.P. GAS PIPE
- D. DEEDED DISTANCE
- M. MEASURED DISTANCE
- R. PREVIOUSLY RECORDED DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT
- 3333 ADDRESS
- B.S.L. BUILDING SETBACK LINE
- M.O.E. MINIMUM OPENING ELEVATION
- M.P.E. MINIMUM PROTECTION ELEVATION
- NR. NOT RADIAL

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH BEARING
C1	029°57'38"	300.00	52.29	26.76	51.70	S74°51'23"E
C2	029°53'42"	63.00	32.87	16.82	32.50	S74°49'25"E
C3	039°55'52"	50.00	34.85	18.16	34.15	S69°48'20"E
C4	006°14'39"	233.00	25.37	12.70	25.36	S62°33'06"W



INDEX LEGEND
 LOCATION: SE 1/4 SEC 9-78-25
 REQUESTOR: NEXT PHASE DEVELOPMENT 2101 DELAVAN DRIVE, LLC
 PROPRIETOR: NEXT PHASE DEVELOPMENT 2101 DELAVAN DRIVE, LLC
 SURVEYOR: KEVEN J. CRAWFORD SURVEYOR
 COMPANY: COOPER CRAWFORD & ASSOCIATES
 475 S 50th ST., STE. 800,
 WDM, IA 50265
 RETURN TO: KEVEN J. CRAWFORD



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DAILY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

KEVEN J. CRAWFORD, PLS IOWA LICENSE NO. 13156
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
 PAGES OR SHEETS COVERED BY THIS SEAL:
 THIS SHEET ONLY

COOPER CRAWFORD & Associates
 Civil Engineers & Land Surveyors
 475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
 PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 2-19-2024
 REVISIONS: 2-29-2024
 3-11-2024
 3-21-2024

JOB NUMBER
CC 2772

SCALE: 1"=30'
 AS-BUILT: (X-X-XXXX)

FINAL PLAT
 DELVAN WAREHOUSE

SHEET
 1 OF 1



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 AND RELEASING THE DELAVAN WAREHOUSE FINAL PLAT FOR THE
PURPOSE OF CREATING FOURTEEN (14) CONDOMINIUM LOTS FOR INDUSTRIAL
DEVELOPMENT AND TWO (2) OUTLOTS**

WHEREAS, pursuant to the provisions of Title 9, Zoning and Title 10, Subdivision Regulations of the West Des Moines Municipal Code, the property owner, Next Phase Development 2101 Delavan Drive, LLC, requests approval of a Final Plat for the approximately 1.7-acre property located at 2101 Delavan Drive and legally described in attached Exhibit "B". The property owner proposes to subdivide the property into fourteen (14) lots for Industrial development, one (1) outlot for fire sprinkler room and one (1) outlot for common area and storm water detention; and

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

WHEREAS, this Final Plat complies with Iowa Code Chapters 354 and 414, the Comprehensive Plan, and City Code; and

WHEREAS, the West Des Moines Plan and Zoning Commission reviewed the associated Preliminary Plat and recommended approval on February 26, 2024; and

WHEREAS, this Final Plat has been reviewed and determined to be generally consistent with the associated Preliminary Plat that was approved by the City Council on March 4, 2024; and

WHEREAS, on this day the City Council held a duly noticed meeting to consider the Final Plat application; and

WHEREAS, the necessary easements have been established for Ingress/Egress Easement; and

WHEREAS, the City Council is accepting the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement for this property; and

WHEREAS, as part of this final plat approval, the City is vacating an existing public Ingress/Egress easement (recorded in Book 16031, Page 388, Polk County, Iowa) as illustrated on the associated final plat, and terminating any interest the City has in the defined property; and

WHEREAS, the City Council approves of the following address assignment(s);

2101 Delavan Dr Ste 178	warehouse condo Lot 1
2101 Delavan Dr Ste 172	warehouse condo Lot 2
2101 Delavan Dr Ste 166	warehouse condo Lot 3
2101 Delavan Dr Ste 160	warehouse condo Lot 4
2101 Delavan Dr Ste 154	warehouse condo Lot 5
2101 Delavan Dr Ste 148	warehouse condo Lot 6
2101 Delavan Dr Ste 142	warehouse condo Lot 7
2101 Delavan Dr Ste 136	warehouse condo Lot 8
2101 Delavan Dr Ste 130	warehouse condo Lot 9
2101 Delavan Dr Ste 124	warehouse condo Lot 10
2101 Delavan Dr Ste 118	warehouse condo Lot 11
2101 Delavan Dr Ste 112	warehouse condo Lot 12
2101 Delavan Dr Ste 106	warehouse condo Lot 13
2101 Delavan Dr Ste 100	warehouse condo Lot 14

WHEREAS, property subject of this action is zoned Light Industrial and meets all requirements of the City's Zoning Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1: Delavan Warehouse Final Plat (FP-006343-2024), 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.

SECTION 2: This resolution does release the Final Plat for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said document for recordation.

PASSED AND ADOPTED on September 16, 2024.

Russ Trimble, Mayor

ATTEST:

Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on September 16, 2024, by the following vote.

Exhibit A: Conditions of Approval

1. None

Exhibit B: Legal Description

LOT 2 DELAVAN PLAT 3, AN OFFICIAL PLAT, CITY OF WEST DES MOINES, POLK COUNTY, IOWA.

SAID TRACT OF LAND CONTAINS 1.727 ACRES MORE OR LESS.

SAID TRACT OF LAND SUBJECT ALL EASEMENTS OF RECORD.

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

Meeting Date: September 16, 2024

ITEM: First Street Retail Space, 836 1st Street – Approve Site Plan to allow construction of a 2,500 square foot retail building – First Street, Limited Partnership – SP-006483-2024

Resolution: Approval of Site Plan

Background: The applicant and property owner, First Street, Limited Partnership, requests approval of the Site Plan for the approximately 0.7-acre property located at 836 1st Street. The applicant proposes to construct a 2,500 square foot retail building suitable for a restaurant with drive-thru on the north portion of Lot 6 and construction of a parking lot with 16 stalls on adjacent Lot 3 along with the associated driveways.

Staff Review & Comment:

- **Financial Impact:** No City funding of the project. Staff time for processing of development application and inspections during construction.
- **History:** In April of 2023, the property where the building will be located (originally Lot 6, Val-Gate) was split in half with the approval of a plat of survey to create the parcel subject of this site plan request.
- **Key Development Aspects:**
 1. **Lot 3:** Lot 3 is located to the northwest of the 836 1st Street (address to be assigned with this same action) parcel and will provide extra parking for this use as well as for the existing AutoZone building. Lot 3 was originally planned as an additional lot to be built upon, but the property owner has not had any interest in developing this lot for a building. So, the lot is now proposed to be used as a parking lot.
 2. **Building Design:** Staff has worked with applicant to develop an architectural design for the building which captures the design intent of the Val-Gate District and the precedent images from the First Street Redevelopment PUD. The building is of a mid-century modern design with a mix of stack bond brick and architectural metal panels with a sloped roof reinforcing the design elements found in the district and in the original development era of the property.
 3. **Parking:** The parking lot proposed on Lot 3 will contain 16 parking spaces to serve this site. Based on the proposed building size of 2,540 square feet, 17 parking spaces are required if the building is used as a restaurant. If the building is used for office or retail, 9 parking spaces are required. The 1st Street Redevelopment area has a shared parking agreement to allow for shared parking throughout the development area. This will also allow for the use of parking spaces located to the south and east of the proposed building.
- **Traffic Impact Study Findings:** The proposed land uses on the site are expected to generate less traffic than previously estimated. Recommendations given in previous studies for the surrounding major roadway network remain adequate.
- **Vesting of Entitlement:** Per City Code, entitlement (approval to construct or implement) shall remain in effect so long as substantial site work has progressed beyond grading and completion of structural foundations and twenty-five percent (25%) of the total building area has occurred above grade within twenty-four (24) months of the effective date of the approval, unless a greater time period is authorized at time of the original entitlement, or by approval of an extension of the original

entitlement. It is the responsibility of the developer to be aware of this deadline and request an extension of the approval prior to the expiration date.

Outstanding Issues: There are no outstanding issues.

Planning and Zoning Commission Action:

Date: September 9, 2024
 Vote: 7-0 for approval
 Recommendation: Approve the site plan request

Planning and Zoning Commission Discussion: A resident questioned why Lot 3 was now going to be parking and not have a building constructed on it as originally intended. The applicant's engineer explained that it was definitely the developer's intent; however, he has not had any real interest from anyone to do so. The engineer indicated that if an opportunity presented itself for development of the lot in the future, development of the lot would be considered.

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

Lead Staff Member: Brian Portz

Approval Meeting Dates:

Planning and Zoning Commission	September 9, 2024
City Council	September 16, 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>BP</i>

Publications (if applicable)

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

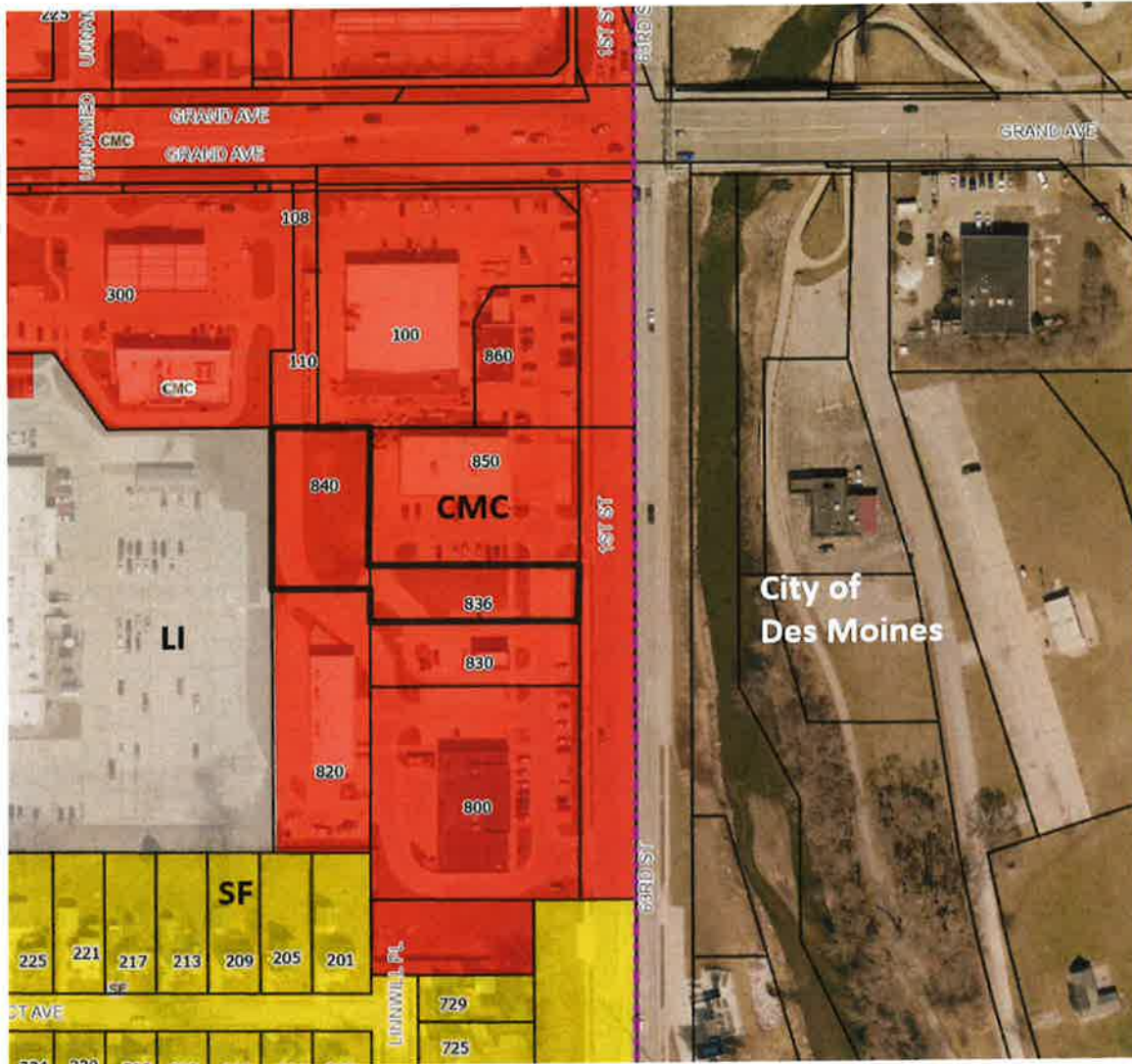
Council Subcommittee Review (if applicable)

Subcommittee	Development & Planning		
Date Reviewed	7/1/24		
Recommendation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Split

Location Map



Vicinity Map – Land Uses



A RESOLUTION OF THE PLANNING AND ZONING COMMISSION

NO. PZC-24-044

WHEREAS, pursuant to the provisions of Title 9, Zoning of the West Des Moines Municipal Code, the applicant and property owner, First Street, Limited Partnership, requests approval of the Site Plan for the approximately 0.7-acre property located at 836 1st Street as depicted on the location map included in the staff report. The applicant requests approval to construct an approximately 2,500 square foot retail building, and associated site improvements; and

WHEREAS, the Site Plan request complies with the findings stated in the applicable provisions of Title 9, the Comprehensive Plan and City Code.

NOW THEREFORE, the Planning and Zoning Commission of the City of West Des Moines recommends the City Council approve the Site Plan (SP-006483-2024), 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 September 9, 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 on September 9, 2024, by the following vote:

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

NAYS:

ABSTENTIONS:

ABSENT:

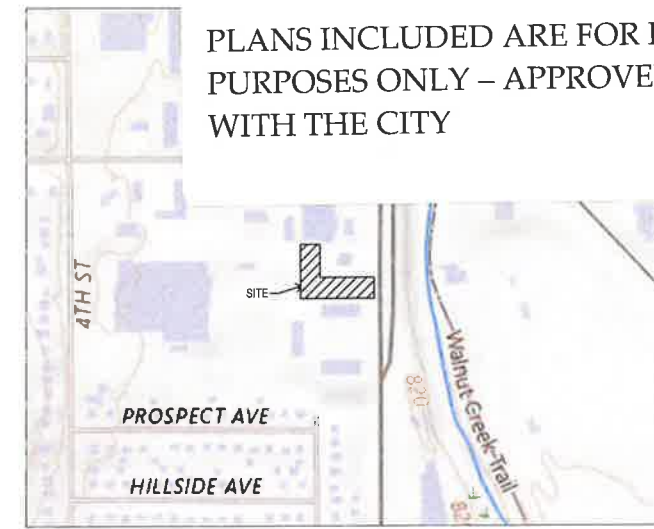
ATTEST:



Recording Secretary

FIRST STREET RETAIL SPACE SITE PLAN

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



VICINITY MAP
SCALE: 1" = 300'

SITE AREA:
31,611 SF (0.73 AC)

IMPERVIOUS AREA CALCULATIONS:

LOT 3
EXISTING = 5,114 SF (0.12 AC) 28.4%
PROPOSED = 13,380 SF (0.31 AC) 74.3%
LOT 6 EXCEPT PARCEL 2023-21
EXISTING = 5,848 SF (0.13 AC) 43.0%
PROPOSED = 8,296 SF (0.19 AC) 61.0%

OPEN AREA REQUIREMENTS:

EXISTING = 19,860 SF (0.46 AC) 62.8%
PROPOSED = 6,990 SF (0.16 AC) 22.1%

PARKING REQUIREMENTS:

RESTAURANT W/ DRIVE-THRU:
(10 SPACES PER 1,000 GFA X 2500 SF) + 11 QUEUING SPACES =
= 25 SPACES PLUS 11 QUEUING
PROVIDED = 30 PLUS 11 QUEUING
(17 ON LOT 3, 13 ON LOT 6)

FEMA INFORMATION:

ZONE X: AREA WITH REDUCED FLOOD RISK DUE TO LEVEE
MAP PANEL 19153C0329F
EFFECTIVE 2/1/2019

PROPERTY DESCRIPTION:

LOT 3 AND LOT 6 EXCEPT PARCEL 2023-21 OF VAL-GATE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA

ADDRESS:

836 1ST STREET
WEST DES MOINES, IOWA 50265

PREPARED FOR OWNER:

CHAD MANDELBAUM
FIRST STREET LP
3928 140TH STREET
URBANDALE, IA 50323
(602) 391-8555
chad@mandelbaumproperties.com

ENGINEER:

RICK BAUMHOVER
BISHOP ENGINEERING
3501 104TH STREET
URBANDALE, IA 50322
(515) 276-6467
rbaumhove@bishopengr.com

COMPREHENSIVE PLAN LAND USE:

COMMUNITY COMMERCIAL DISTRICT - CMC (NO CHANGE)

ZONING:

1st STREET REDEVELOPMENT PUD, UNDERLYING ZONING OF COMMUNITY COMMERCIAL (CMC) (NO CHANGE)

BUILDING SETBACKS: (per PUD)

PUBLIC STREET = 10'
SIDE/REAR YARD = 25'

ADJACENT TO RESIDENTIAL:
0' ADJACENT TO SAME ZONING

PRIVATE DRIVE = 10' (EXCEPT LOT 7 SHALL BE CLOSER UNTIL SOUTH ACCESS IS RELOCATED)

BUFFERS:

SOUTH: 15' ALONG SOUTH PUD BOUNDARY AFTER SOUTH ACCESS HAS BEEN RELOCATED.
REQUIRED LANDSCAPING IN 15' BUFFER SHALL BE EQUIVALENT TO THE AMOUNT OF TREES AND SHRUBS REQUIRED IN 30' BUFFER.

WEST: NONE
NORTH & EAST: NONE, BUT STREETScape IS REQUIRED

CITY OF WEST DES MOINES CASE NUMBER:

SP-006483-2024

SHEET INDEX:

- C0.1 COVER SHEET
- C1.1 DEMO PLAN
- C2.1 LAYOUT PLAN
- C3.1 GRADING PLAN
- C4.1 UTILITY PLAN
- C5.1 LANDSCAPE PLAN
- C6.1 DETAIL SHEET

GENERAL NOTES:

- ALL PRIVATE WORK SHALL BE DONE IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATIONS AND ANY AND ALL CITY/COUNTY SUPPLEMENTAL SPECIFICATIONS. THE CITY OF WEST DES MOINES MUST BE NOTIFIED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK.
- ALL CONSTRUCTION WITHIN PUBLIC ROW / EASEMENTS AND/OR CONNECTIONS TO PUBLIC SEWERS AND STREETS SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS.
- AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS AND/OR ANY CONNECTIONS TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE WDM ENGINEERING SERVICES AT 222-3475 TO SCHEDULE ANY REQUIRED INSPECTIONS.
- IN EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
- ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
- BISHOP ENGINEERING SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
- THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
- THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCHEDULE FOR PERFORMANCE OF WORK ITEMS. THIS SCHEDULE SHALL BE PROVIDED BY THE CONTRACTOR AT THE PROJECT PRECONSTRUCTION CONFERENCE. NO WORK SHALL BEGIN UNTIL A SCHEDULE HAS BEEN SUBMITTED AND ACCEPTED. THE CONTRACTOR SHALL THEN PERFORM WORK TO CONFORM TO THE ACCEPTED SCHEDULE.
- LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING SHALL CONFORM TO THE WEST DES MOINES STANDARD SPECIFICATIONS FOR SUBDIVISIONS IN THE PUBLIC RIGHT-OF-WAY AND EASEMENTS.
- SOIL IMPORT OR EXPORT ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
- THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
- THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNERS REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF WEST DES MOINES.
- GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.
- THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED INTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
- DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.

BENCHMARKS:

CITY BM #58
INTERSECTION OF 4TH STREET AND RAILROAD AVENUE, NORTHWEST CORNER OF INTERSECTION, 41 FEET WEST OF CENTERLINE OF 4TH STREET, 55 ± FEET NORTH OF CENTERLINE OF RAILROAD AVENUE.
WDM DATUM ELEV = 38.23

CITY BM #79
INTERSECTION OF 8TH STREET AND ASHWORTH ROAD, NORTHWEST CORNER OF INTERSECTION, 90.5 FEET WEST OF THE CENTERLINE OF 8TH STREET, 32.3 FEET NORTH OF CENTERLINE OF ASHWORTH ROAD, BETWEEN SIDEWALK AND BACK OF CURB, 2.7 FEET NORTH OF NORTH BACK OF CURB.
WDM DATUM = 108.07

PAVING NOTES:

- THE PAVING/ GRADING CONTRACTOR SHALL BACKFILL THE PAVING SLAB AND FINE GRADE AS SOON AFTER THE PAVING AS POSSIBLE. ALL AREAS SHALL BE SEEDED IN ACCORDANCE WITH CITY OF WEST DES MOINES, IOWA STANDARD SPECIFICATIONS AND THE CURRENT VERSION OF SUDAS.
- SEE DETAILS FOR ALL PAVEMENT THICKNESS.
- ALL WALKS, PARKING LOTS, HANDICAP PARKING, RAMP, ETC. SHALL COMPLY WITH ALL A.D.A. AND CITY CODES. HANDICAP PARKING SIGNAGE IS REQUIRED FOR ALL HANDICAP STALLS AND SHALL BE CONSIDERED INCIDENTAL. IN EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE A.D.A./CITY CODES THE A.D.A./CITY CODES SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING A.D.A. CODES ARE MET.

UTILITY NOTES:

- QUANTITY CALLOUTS ON PIPE LENGTHS ARE APPROXIMATE AND SHOULD BE USED FOR REFERENCE ONLY.
- THE CONTRACTOR SHALL PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES.
- THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN ACCORDANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
- ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE.

UTILITY CONFLICT NOTES:

- UTILITY CONFLICTS MAY EXIST ACROSS THE SITE WITH NEW UTILITIES, GRADING, PAVING ETC. MOST UTILITY CONFLICTS HAVE BEEN CALLED OUT FOR CONTRACTOR CONVENIENCE.
- CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICTS THAT ARE EITHER CALLED OUT ON THE PLANS OR THAT CAN BE SEEN ON THE PLANS BETWEEN AN EXISTING UTILITY AND PROPOSED CONSTRUCTION.

WEST DES MOINES PLANNING NOTES:

- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- AN ON-SITE INSPECTION SHALL BE REQUESTED WITH THE BUILDING DIVISION AT (515) 222-3630, PRIOR TO PLACEMENT OF ANY CONCRETE RAMPS.
- ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTROL/CONTAINMENT PROVISION.
- 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.
- CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY(ES) FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1297, 54-198B. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS (515-222-3465) A MINIMUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.
- ALL LIGHTS ARE TO BE DOWNCAST CUT-OFF VARIETY. WALL PACKS ARE PROHIBITED. THE MAXIMUM ILLUMINATION ALLOWED AT THE PROPERTY LINE IS 1 FOOT-CANDLE OR LESS.
- 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.
- 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. IT IS IMPORTANT TO NOTE CITY APPROVAL OF THIS PLAN IS SUBJECT TO THE APPLICANT OBTAINING ALL NECESSARY EASEMENTS/AGREEMENTS AND APPLICABLE PERMITS.
- IF ADDITIONAL PAVEMENT REMOVAL IS REQUIRED OTHER THAN A STANDARD BOX OUT, FULL PANEL REMOVAL WILL BE REQUIRED. NO HALF PANEL REMOVAL WILL BE ALLOWED.
- COORDINATE STAGING AND TRAFFIC CONTROL WITH WDM EMERGENCY SERVICES.
- LANE CLOSURE NOTICES MUST BE SUBMITTED TO WEST DES MOINES PUBLIC SERVICES FOR APPROVAL A MINIMUM OF 48 HOURS IN ADVANCE OF CLOSURE.
- ALL CONNECTIONS TO PUBLIC SEWERS SHALL BE CORE DRILLED.

LEGEND			
—SAN—	SANITARY SEWER	⊠	ELECTRIC VAULT
—ST—	STORM SEWER	⊠	TRANSFORMER POLE
—W—	WATER LINE	⊠	TRANSFORMER POLE
—G—	GAS LINE	⊠	LIGHT POLE
—U/E—	UNDERGROUND ELECTRIC	⊠	ELECTRIC JUNCTION BOX
—O/E—	OVERHEAD ELECTRIC	⊠	ELECTRIC PANEL
—TELE—	TELEPHONE LINE	⊠	TRANSFORMER
—F/O—	FIBER OPTIC	⊠	GROUND LIGHT
—CATV—	CABLE TV	⊠	GUY WIRE
⊠	STORM MANHOLE	⊠	ELECTRIC HANDHOLE
⊠	CURB INTAKE	⊠	GAS METER
⊠	SURFACE INTAKE	⊠	GAS VALVE
⊠	FLARED END SECTION	⊠	AIR CONDITIONING UNIT
⊠	ROOF DRAIN	⊠	TELEPHONE RISER
⊠	DOWNSPOUT	⊠	TELEPHONE VAULT
⊠	SANITARY MANHOLE	⊠	TELEPHONE MANHOLE
⊠	CLEANOUT	⊠	TRAFFIC SIGNAL MANHOLE
⊠	FIRE HYDRANT	⊠	FIBER OPTIC MANHOLE
⊠	SPRINKLER	⊠	FIBER OPTIC RISER
⊠	IRRIGATION CONTROL VALVE	⊠	CABLE TV RISER
⊠	WATER MANHOLE	⊠	SIGN
⊠	WELL	⊠	BOLLARDS
⊠	WATER VALVE	⊠	DENOTES NUMBER OF PARKING STALLS
⊠	WATER SHUT OFF	⊠	PROPERTY CORNER - FOUND AS NOTED
⊠	YARD HYDRANT	⊠	PROPERTY CORNER - PLACED 5/8" IRON ROD WITH YELLOW PLASTIC CAP ID # XXXXX OR AS NOTED
⊠	FLAGPOLE	⊠	SECTION CORNER - FOUND AS NOTED
⊠	ELECTRIC MANHOLE	⊠	SITE CONTROL POINT - MONUMENT AS NOTED
⊠	ELECTRIC METER		
⊠	ELECTRIC RISER		

ABBREVIATIONS:

AC	ACRES
ASPH	ASPHALT
BK	BOOK
CONC	CONCRETE
D	DEEDED DISTANCE
EX	EXISTING
ENCL	ENCLOSURE
FF	FINISHED FLOOR
FL	FLOW LINE
FRAC	FRACTIONAL
M	MEASURED DISTANCE
MH	MANHOLE
O/C	ORANGE PLASTIC CAP
P	PLATTED DISTANCE
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRA	PREVIOUSLY RECORDED AS
PUE	PUBLIC UTILITY EASEMENT
ROW	RIGHT OF WAY
RPC	RED PLASTIC CAP
SF	SQUARE FEET
SAN	SANITARY
TYP	TYPICAL
YPC	YELLOW PLASTIC CAP
N	NORTH
S	SOUTH
E	EAST
W	WEST

UTILITY NOTE:

THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY, EXISTING PUBLIC RECORDS, AND PLANS PROVIDED BY OTHERS. SURFACE UTILITY LOCATIONS HAVE BEEN FIELD LOCATED BY BISHOP ENGINEERING, UNLESS OTHERWISE NOTED. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS ONLY. BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES SHOWN AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT, A REQUEST WAS MADE TO IOWA ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.

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I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.
SIGNED: RICHARD H. BAUMHOVER, P.E. 12386 DATE: _____
LICENSE RENEWAL DATE: DEC. 31, 2025
PAGES OR SHEETS COVERED BY THIS SEAL: C0.1 - C7.1



FIRST STREET RETAIL SPACE
836 FIRST STREET
WEST DES MOINES, IOWA

REFERENCE NUMBER:
140154
140154-1
230060

DRAWN BY:
C.J.D

REVISION DATE:
CITY 7-8-2024
CITY 7-30-2024
CITY 8-30-2024

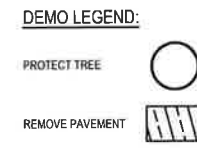
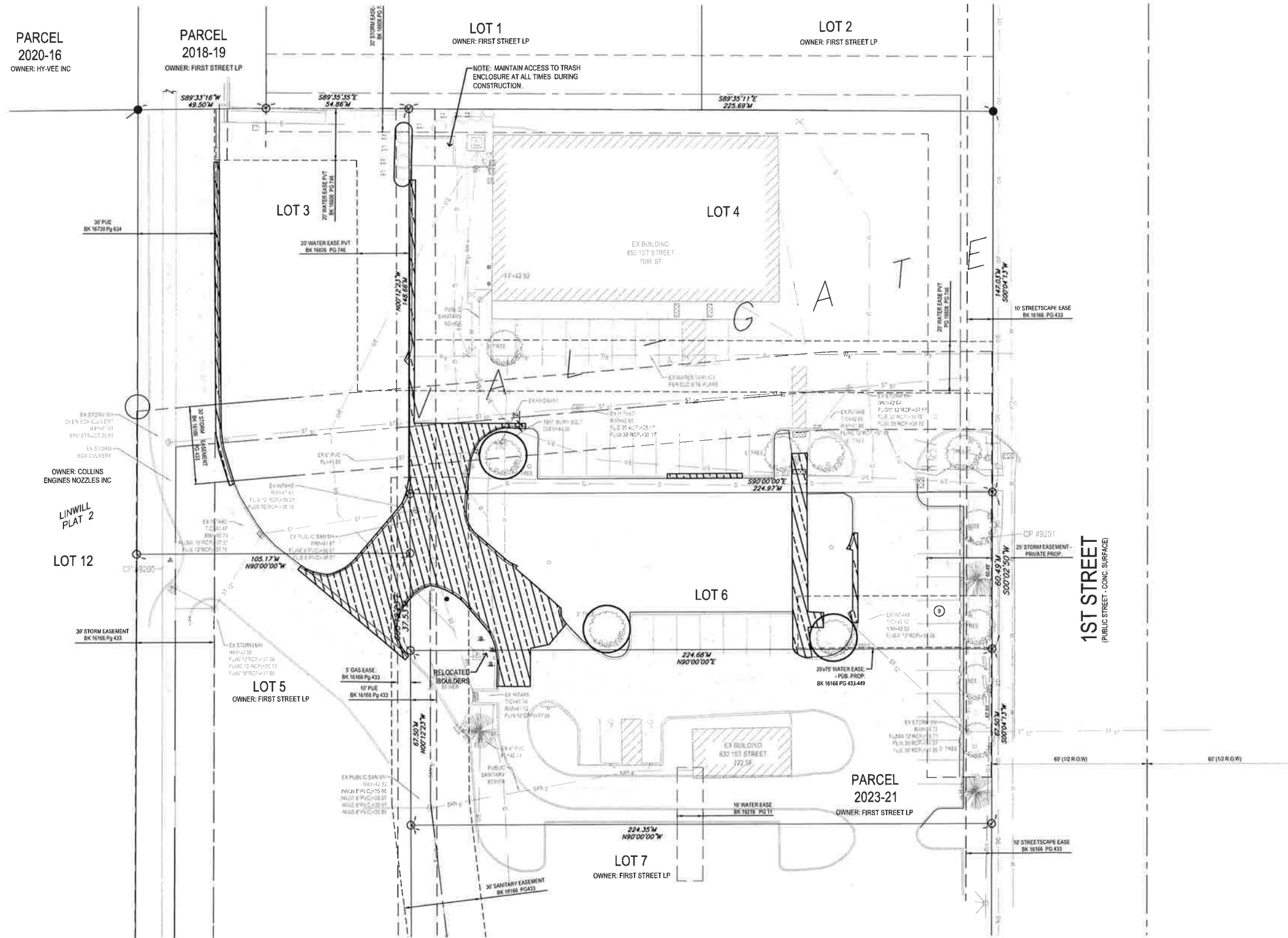
PROJECT NUMBER:
240133

SHEET NAME:
COVER SHEET

SHEET NUMBER:
C0.1

DEMO NOTES:

1. SAWCUT & REMOVE ALL PAVEMENT TO FULL DEPTH OF SLAB. SLURRY FROM SAW CUTTING MUST BE CONTAINED AND NOT ENTER STORM SEWER.
2. PROTECT ALL TREES NOT CALLED OUT FOR REMOVAL WITH ORANGE CONSTRUCTION FENCE AT THE DRIP LINE.
3. NOTIFY UTILITY COMPANIES WHO HAVE FACILITIES THAT ARE SHOWN ON THE PLANS OR KNOWN TO BE WITHIN THE CONSTRUCTION LIMITS OF THE SCHEDULE PRIOR TO EACH STAGE OF CONSTRUCTION.
4. NO WORK SHALL BE PERFORMED BEYOND THE PROJECT LIMITS WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE.
5. ALL OPEN EXCAVATIONS SHALL BE PROTECTED.
6. ANY WORK REQUIRED TO COMPLETE THE SCOPE OF THIS PROJECT BUT NOT SPECIFICALLY CALLED OUT, SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR THE COMPLETION OF THIS WORK. THIS SHALL INCLUDE REMOVAL OF ABANDONED AND UN-USED UTILITIES AND STRUCTURES IN WAY OF NEW WORK.



FIRST STREET RETAIL SPACE
836 FIRST STREET
WEST DES MOINES, IOWA

REFERENCE NUMBER:
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140154-1
230060

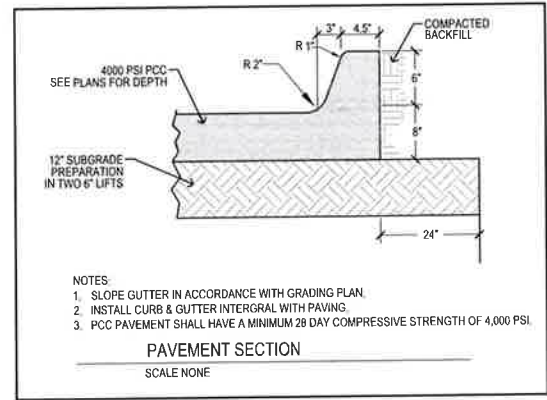
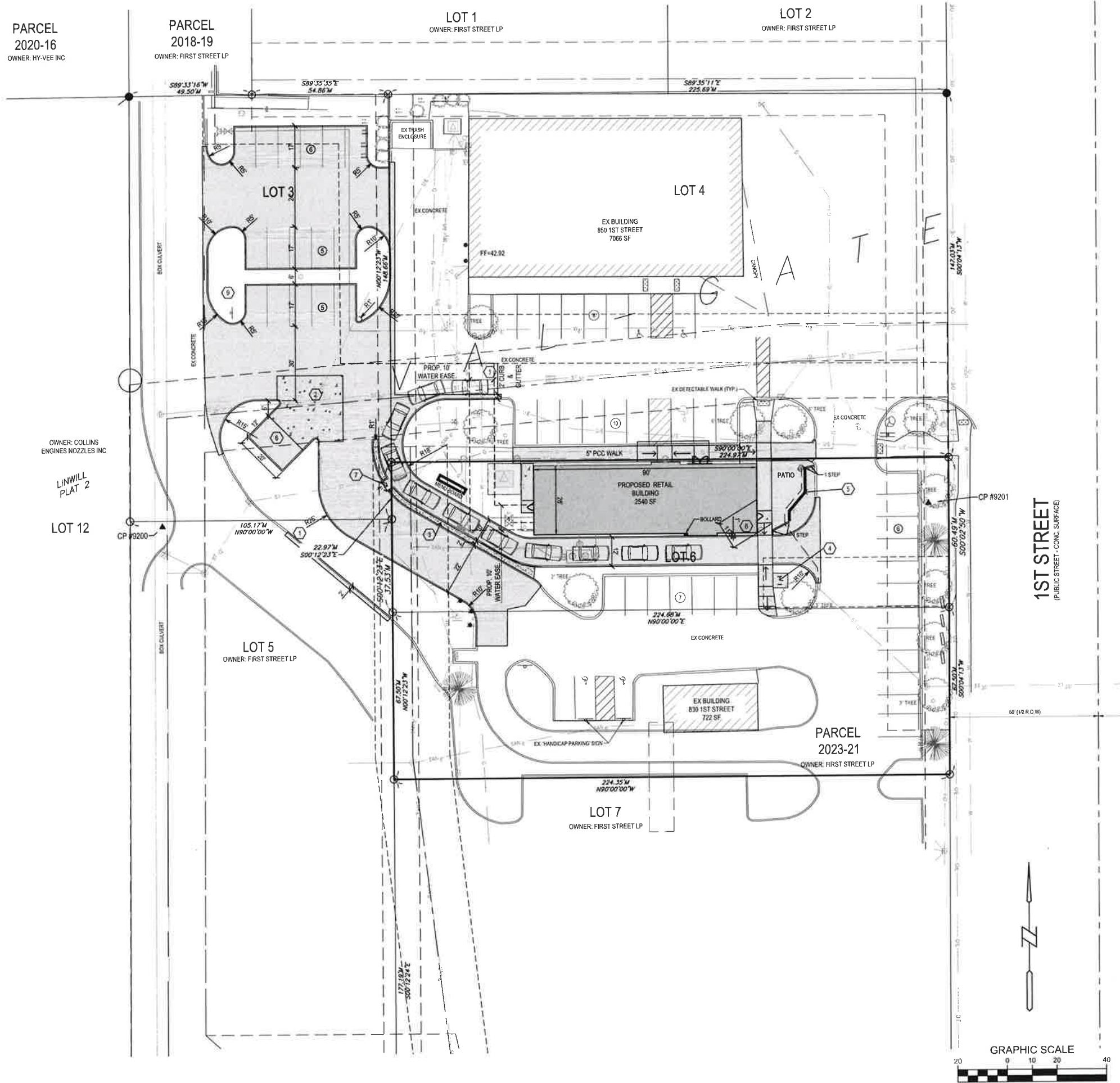
DRAWN BY:
C.J.D

REVISION DATE:
CITY 7-8-2024
CITY 7-30-2024
CITY 6-30-2024

PROJECT NUMBER:
240133

SHEET NAME:
DEMO PLAN

SHEET NUMBER:
C1.1



PAVING NOTES:

- SAWCUT NEW PAVEMENT TO MATCH EXISTING JOINTS.
- SAW NEW PAVEMENT INTO SECTIONS BETWEEN APPROXIMATELY 10' X 10' AND 15' X 15'. LENGTH SHALL NOT EXCEED 150% OF WIDTH.
- PLACE 1/2" EXPANSION JOINT MATERIAL (FIBERBOARD) AROUND ALL STRUCTURES (MANHOLES, JUNCTION BOXES, POLES, BOLLARDS, ETC.) IN PAVEMENT; NEXT TO BUILDING, ALONG ADJACENT SIDEWALKS, AND DROP-FACED WALK CURB.
- CONTRACTOR TO PROVIDE SAWCUT JOINTING PLAN TO OWNER OR OWNER'S REPRESENTATIVE PRIOR TO ANY CONCRETE PAVEMENT INSTALLATION.
- PAVEMENT MAY BE REQUIRED TO BE REMOVED AND REPLACED IF PLACED WITHOUT AN APPROVED JOINTING PLAN.
- TIE-BARS (L-1 JOINT) SHALL BE PLACED ON FIRST JOINT IN FROM OUTSIDE EDGES OF PARKING LOT.
- ALL TRANSVERSE JOINTS SHALL BE TYPE 'C' OR TYPE 'DW' JOINTS WITH STEEL IN THE CASE OF A DAY'S WORK JOINT.

PAVEMENT MARKING NOTES:

- PAINT 4" WHITE LINES FOR ALL NEW PARKING STALL LINES SHOWN.
- PAINT 4" WHITE DASHED LINES AND WHITE SOLID ARROWS.

KEYED NOTES:

- CURB AND GUTTER - 2'
- HEAVY DUTY 8" CONCRETE
- MEDIAN - 4" CONCRETE CAP
- REMOVE, STORE, AND REPLACE BIKE RACKS
- CONCRETE BEAM CURB (8"-10" TALL)
- TRASH ENCLOSURE
- MEDIAN CUT (OPENING AS DIMENSIONED)
- CURB ALONG BUILDING
- STOP SIGN (24" X24" ON STEEL 3.25" X 1" U-SHAPED CHANNEL, GREEN PAINTED POST)

LEGEND:

-
-
-

REFERENCE NUMBER:
140154
140154-1
230060

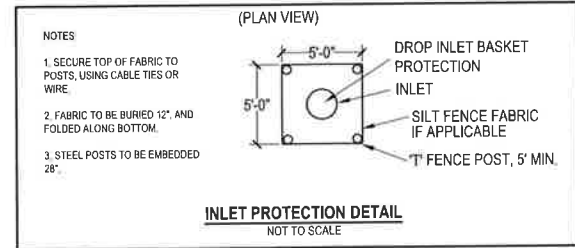
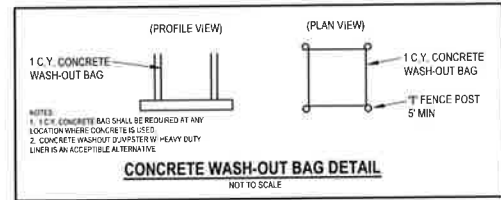
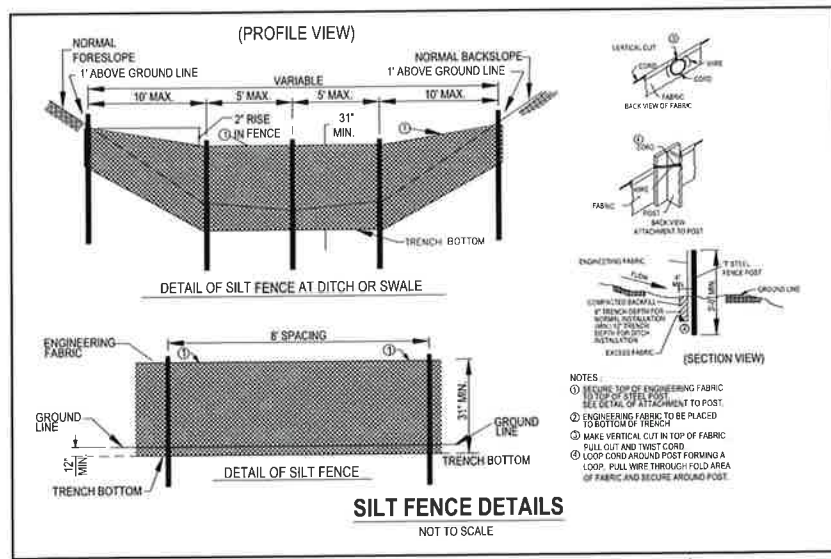
DRAWN BY:
CJD

REVISION DATE:
CITY 7-8-2024
CITY 7-30-2024
CITY 8-30-2024

PROJECT NUMBER:
240133

SHEET NAME:
LAYOUT PLAN

SHEET NUMBER:
C2.1



EROSION CONTROL NOTES:

- INSTALL PERIMETER SILT FENCE AS SHOWN ON PLANS PRIOR TO CONSTRUCTION.
- INSTALL INTAKE PROTECTION WITH SILT FENCE IMMEDIATELY AFTER STORM SEWER CONSTRUCTION.
- INSTALL FINISHED PAVING INLET PROTECTION IMMEDIATELY AFTER PAVING IS COMPLETED AROUND INTAKE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING A CONCRETE WASHOUT DURING ALL CONCRETE WORK. CONCRETE WASHOUT SHALL MEET SUDAS SPEC 11050.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING TEMPORARY RESTROOM FACILITIES. SANITARY WASTE SHALL BE DISPOSED OF PER ALL FEDERAL, STATE AND LOCAL REGULATIONS.
- THIS PROJECT INCLUDES SAWCUTTING OR CONCRETE GRINDING SO PROTECTION OF STORM SEWERS AND DRAINAGE WAYS WILL NEED TO BE PROVIDED FROM SLURRY FROM THE CONCRETE OPERATIONS TO DISCHARGE OFFSITE.
- CONTRACTOR SHALL PROVIDE APPROPRIATE CONTROLS TO PREVENT DISCHARGES FROM ANY AND ALL DEWATERING ACTIVITIES.
- SEE LANDSCAPE PLAN FOR FINAL STABILIZATION INCLUDING SEEDING AND SODDING AREAS.

EROSION CONTROL REMOVAL NOTES:

- AFTER FINAL STABILIZATION HAS OCCURRED, CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TEMPORARY EROSION CONTROL DEVICES INCLUDING, BUT NOT LIMITED TO: SILT FENCE, INLET PROTECTION, AND TEMPORARY STANDPIPES.

GRADING LEGEND:

EXISTING CONTOUR	--- 150 ---
PROPOSED CONTOUR	— 150 —
FINISHED GROUND ELEVATION	● 150.50
TOP OF CURB ELEVATION	● 150.50TC
GUTTER ELEVATION	● 150.50G
TOP OF WALL ELEVATION	● 150.50TW
BOTTOM OF WALL ELEVATION	● 150.50BW
EDGE OF WALK ELEVATION	● 150.50EW
TOP OF STAIR ELEVATION	● 150.50TS
BOTTOM OF STAIR ELEVATION	● 150.50BS

NOTE: WALL ELEVATIONS SHOWN ON PLAN ARE FINISHED GROUND GRADES AT THE TOP AND BOTTOM OF THE WALL.

LEGEND:

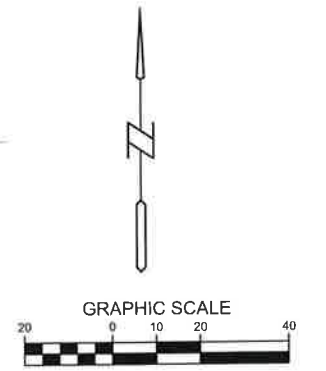
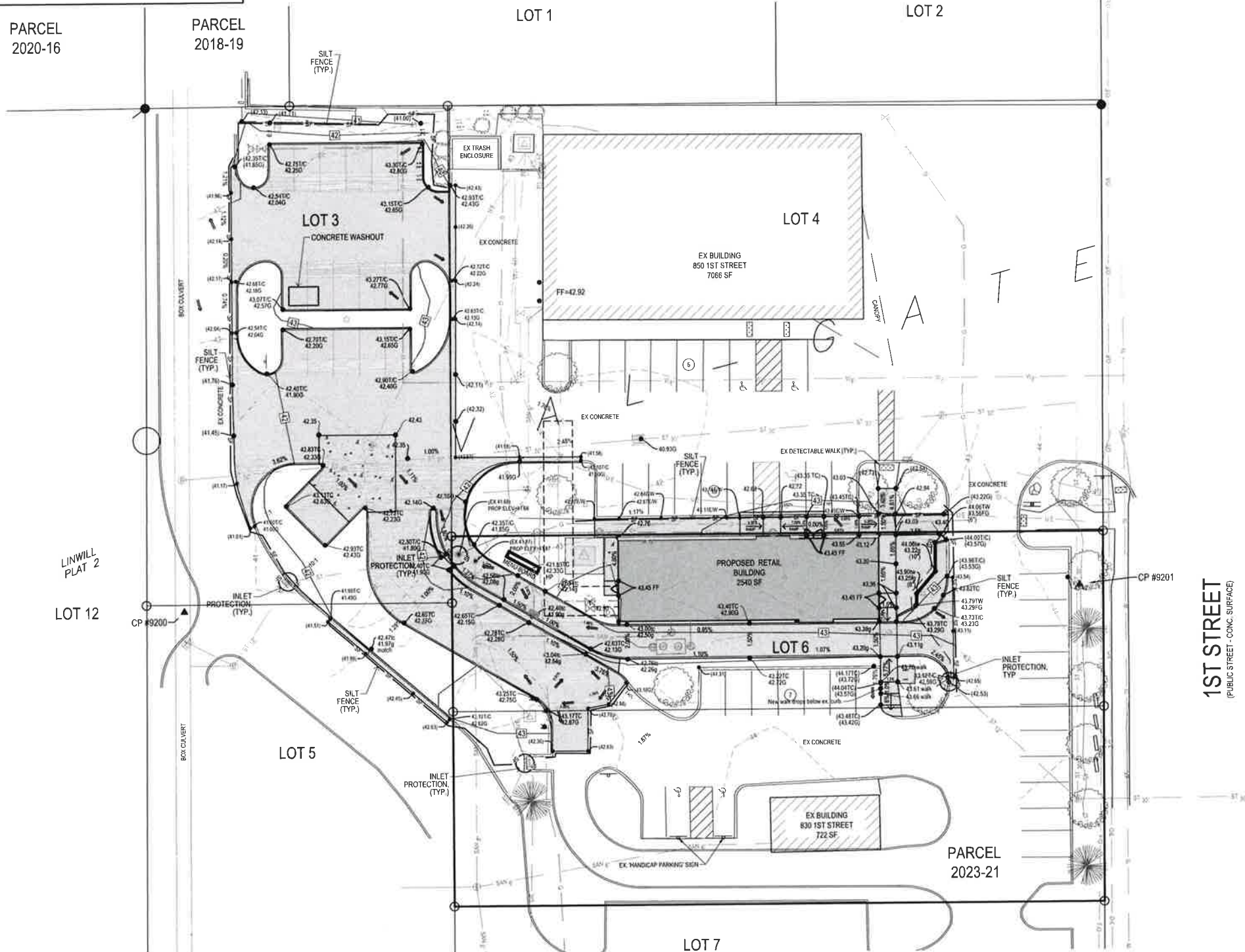
SF-SF-SF	SILT FENCE (TYP)
120	EXISTING CONTOUR
120	PROPOSED CONTOUR
STABILIZED ENTRANCE 30"X30" 4' DEEP 2" CLEAN CRUSHED ROCK DRIVE ON GEOTEXTILE	

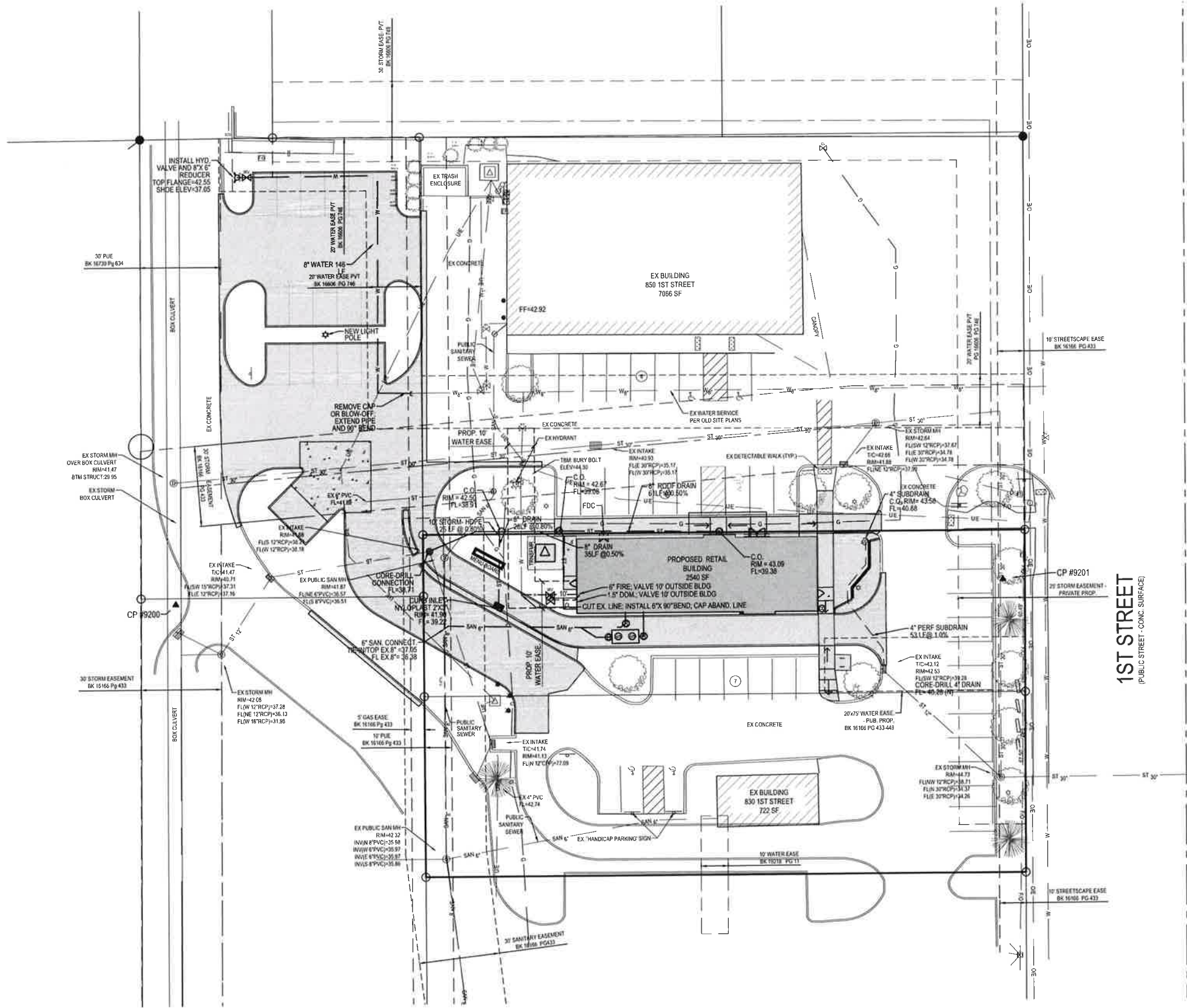
TOPSOIL NOTES:

- STRIP AND STOCKPILE THE TOP 6" OF SOIL ON ALL DISTURBED AREAS, IF SOILS MEET THE DEFINITION OF TOPSOIL AS IDENTIFIED BELOW.
- RESPIREAD TOPSOIL TO A MINIMUM DEPTH OF 8" ON ALL GREEN (NOW PAVED) AREAS. IMPORT TOPSOIL AS NECESSARY TO ACHIEVE A MINIMUM DEPTH OF 6".
- TOPSOIL SHALL BE FREE OF ALL ROCK AND DEBRIS LARGER THAN 3/4" IN SIZE.
- TOPSOIL IS DEFINED AS: FERTILE, FRIABLE LOAM, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FROM WELL DRAINED SITE FREE FROM FLOODING, NOT IN FROZEN OR MUDDY CONDITIONS; REASONABLE FREE FROM SUBSOIL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES LARGER THAN 3/4 INCH IN DIAMETER, AND FOREIGN MATTER, ACIDITY RANGE (PH) OF 6.0 TO 8.0; CONTAINING MINIMUM 3 PERCENT AND MAXIMUM 20 PERCENT ORGANIC MATTER.

SURFACE RESTORATION NOTES:

- ALL FINAL SLOPES SHALL BE 4:1 (HORIZ TO VERT) OR FLATTER, UNLESS OTHERWISE NOTED ON PLANS, ESPECIALLY AT INTAKES AND OPEN PIPE ENDS.
- SODDING SHALL NOT OCCUR UNTIL OWNER HAS REVIEWED AND ACCEPTED FINAL GRADING.





- UTILITY NOTES:**
1. ALL PROPOSED UTILITIES SHALL BE PRIVATE, UNLESS NOTED OTHERWISE.
 2. ALL WATER LINES SHALL HAVE A MINIMUM OF 5.5' OF COVER UNLESS NOTED OTHERWISE.
 3. FIRE HYDRANT ASSEMBLY SHALL INCLUDE THE TEE, BRANCH, VALVE AND HYDRANT.
 4. PIPE LENGTHS CALLED OUT ON PLANS INCLUDE FLARED END SECTION, WHERE APPLICABLE.
 5. STORM SEWER CALLED OUT AS RCP MUST BE CLASS III RCP.
 6. STORM SEWER CALLED OUT AS N-12 MAY BE EITHER N-12 OR CLASS III RCP.
 7. FOR RCP PIPE, ASSOCIATED F.E.S. MUST BE RCP, FOR N-12 PIPE, ASSOCIATED F.E.S. SHALL BE CMP.
 8. ALL NYLOPLAST BASINS SHALL HAVE CASTINGS SECURELY FASTENED TO THE BASIN BODY, AND ALL GRATES/LIDS SHALL BE BOLTED DOWN TO THE CASTINGS.
 9. TRANSFORMER PAD IS SHOWN FOR REFERENCE ONLY AND MAY NOT BE DRAWN TO ACTUAL SIZE. PAD SHALL CONFORM TO ALL UTILITY COMPANY DESIGN STANDARDS AND SPECIFICATIONS.
 10. GREASE INTERCEPTOR AND ANY VENT LINES ARE SHOWN FOR REFERENCE ONLY AND MAY NOT BE DRAWN TO ACTUAL SIZE. REFER TO PLUMBING PLANS FOR DETAILED DRAWINGS AND SPECIFICATIONS. PLUMBING PLANS SHALL TIE INTO SANITARY SERVICE AT LOCATION AND ELEVATION SHOWN ON PLANS.
 11. CONTACT WEST DES MOINES ENGINEERING SERVICES (515-222-3475) TO SCHEDULE INSPECTION PRIOR TO TAPPING PUBLIC SEWER.

- 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, AVAILABLE AT 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/CONTAMINANT PROVISIONS.
 5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED 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 BACKFLOW PREVENTION ASSEMBLY(IES) SERVING THE SITE.

FIRST STREET RETAIL SPACE
836 FIRST STREET
WEST DES MOINES, IOWA

REFERENCE NUMBER:
140154
140154-1
230060

DRAWN BY:
C.J.D

REVISION DATE:
CITY 7-8-2024
CITY 7-30-2024
CITY 8-30-2024

PROJECT NUMBER:
240133

SHEET NAME:
UTILITY PLAN

SHEET NUMBER:
C4.1



LANDSCAPE NOTES:

1. ALL SODDING & LANDSCAPE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
2. SOD ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE. SOD LIMITS SHOWN ON PLAN ARE FOR REFERENCE ONLY. FINAL LIMITS MAY CHANGE BASED ON CONSTRUCTION ACTIVITIES.
3. STAKE SOD ON ALL SLOPES 3:1 OR GREATER.
4. PLANT QUANTITIES ARE FOR CONTRACTORS CONVENIENCE, THE DRAWING SHALL PREVAIL IF A CONFLICT OCCURS.
5. ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
6. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF INITIAL ACCEPTANCE.
7. FOR WARRANTY PURPOSES, THE DATE OF INITIAL ACCEPTANCE SHALL BE SUBMITTED IN WRITING TO THE OWNER AND/OR OWNER'S REPRESENTATIVE AFTER ALL PLANT MATERIALS HAVE BEEN INSTALLED AND REVIEWED BY OWNER OR OWNER'S REPRESENTATIVE. PLANT MATERIALS WILL ONLY BE ACCEPTED IF THEY ARE IN AN ALIVE AND THRIVING CONDITION.
8. CONDITIONAL ACCEPTANCE OF PLANT MATERIAL MAY BE GIVEN FOR PLANTS INSTALLED IN A DORMANT CONDITION WITH INITIAL ACCEPTANCE OCCURRING THE FOLLOWING SPRING ONCE THEY ARE SHOWN TO BE ALIVE AND THRIVING.
9. IT IS THE CONTRACTORS RESPONSIBILITY TO REMOVE IDENTIFICATION TAGS AND CORDS ON ALL PLANT MATERIAL PRIOR TO THE COMPLETION OF THE CONTRACT. IDENTIFICATION TAGS (INCLUDING SIZING INFORMATION) MUST BE LEFT ON UNTIL AFTER ACCEPTANCE BY OWNER OR OWNER'S REPRESENTATIVE.
10. CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH AROUND ALL TREES, SHRUBS AND GROUND COVER BEDS TO A DEPTH OF 4 INCHES, UNLESS NOTED.
11. STAKING AND GUYING OF TREES SHALL BE AT THE DISCRETION OF THE CONTRACTOR BASED ON CURRENT ACCEPTED NURSERY STANDARDS. GENERALLY, TREES IN LARGE OPEN AREAS SUBJECT TO SIGNIFICANT WIND SHALL BE STAKED. STAKE AND WRAP TREES IMMEDIATELY AFTER PLANTING. CONTRACTOR SHALL ADJUST AND MAINTAIN GUYING TENSION THROUGHOUT THE PLANT ESTABLISHMENT PERIOD. REMOVE ALL STAKES AND GUY WIRES NO MORE THAN ONE YEAR AFTER INSTALLATION.
12. THE LANDSCAPING CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITE WORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
13. NO LANDSCAPE MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
14. ALL EDGING SHALL BE DURAEDGE 3/16" STEEL EDGING - COLOR BLACK, OR APPROVED EQUAL.
15. CONTRACTOR SHALL BE RESPONSIBLE MAINTAINING APPROPRIATE LEVEL OF WATERING FOR ALL NEW PLANTS FOR A PERIOD OF 30 DAYS.
16. ALL SHRUB AND PERENNIAL PLANTING BEDS SHALL BE MULCHED WITH 4" THICK SHREDDED HARDWOOD MULCH.
17. ALL BEDS TO RECEIVE GRANULAR PRE-EMERGENT WEED CONTROL BEFORE AND AFTER MULCH IS INSTALLED.

PLANTING SCHEDULE

CODE	QUAN	COMMON NAME	LATIN NAME	SIZE	ROOT	NOTES
OVERSTORY TREES						
KC	2	KENTUCKY COFFEE TREE	GYMNOCLADUS DIOICUS	2 0" CAL	B&B	MATCHED SPECIMENS
TT	1	TULIP TREE	LIRIODENDRON TULIPIFERA	2 0" CAL	B&B	MATCHED SPECIMENS
SW	2	SWAMP WHITE OAK	QUERCUS BICOLOR	2 0" CAL	B&B	MATCHED SPECIMENS
EVERGREEN TREES						
WP	1	WHITE PINE	PINUS STROBUS	6'	B&B	FULL FORM TO GROUND
NS	2	NORWAY SPRUCE	PICEA ABIES	6'	B&B	FULL FORM TO GROUND
SHRUBS						
SW	2	SUMMER WINE NINEBARK	PHYSCOCARPUS OPULIFOLIUS 'SEWARD'	#5	CONT	FULL FORM - MATCHED
DK	2	DWARF KOREAN LLAC	SYRINGA MEYERI 'PALABIN'	#5	CONT	FULL FORM - MATCHED
JV	2	JUDD VIBURNUM	VIBURNUM JUDDI	30"	B&B	FULL FORM - MATCHED
HY	21	HICKS YEW	TAXUS MEDIA 'HICKSII'	36"	B&B	FULL FORM - MATCHED

GENERAL LANDSCAPE REQUIREMENTS

TOTAL SQUARE FOOTAGE OF PROJECT AREA	31,589 SF
REQUIRED OPEN SPACE(25%)	7,897 SF
GENERAL OPEN SPACE REQUIREMENT	
TOTAL REQUIRED TREES	5
TOTAL REQUIRED SHRUBS	8
INTERIOR PARKING LOT REQUIREMENTS	
REQUIRED TREES	5
TOTAL REQUIRED PLANT MATERIALS:	
TREES: 35% EVERGREEN, 50% OVERSTORY OR EVERGREEN	10
SHRUBS:	8
EXISTING VEGETATION BEING PRESERVED	
TOTAL OVERSTORY TREES TO REMAIN	4
TOTAL EVERGREEN TREES TO REMAIN	1
PROPOSED NEW VEGETATION	
PROPOSED OVERSTORY TREES	5
PROPOSED EVERGREEN TREES	3
PROPOSED SHRUBS	31
TOTAL SITE VEGETATION:	
TOTAL OVERSTORY TREES	9
TOTAL EVERGREEN TREES	4
TOTAL SHRUBS	27

SOD: PROVIDE AND INSTALL SOD FROM LOCAL SUPPLIERS. AREAS TO BE SODDED MUST BE FREE OF ALL CONSTRUCTION DEBRIS AND ANY DIRT CLUMPS OVER 1" IN DIAMETER. THOROUGHLY WATER SOD UPON INSTALLATION. CONTRACTOR TO MAINTAIN WATERING UNTIL SOD IS ESTABLISHED (ROOTS KNITTED INTO SUBSURFACE)

ROCK MAINTENANCE AREA: INCORPORATE TYPAR 3301 NONWOVEN LANDSCAPE FABRIC (OR SIMILAR) AND 4" THICK LAYER OF DRESSER TRAP ROCK (2 1/2" NOMINAL SIZE). CONTACT DRESSER TRAP DIRECT FOR PRICING AND SHIPPING (PHONE: 800-537-3573). EDGING BETWEEN ROCK MAINTENANCE AREAS AND SEEDING AREAS AND PLANTING BEDS IS TO BE DURAEDGE 3/16" STEEL EDGING - COLOR BLACK, OR APPROVED EQUAL. DO NOT INSTALL EDGING BETWEEN PAVED SURFACES AND ROCK MAINTENANCE AREAS.

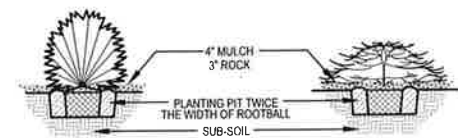
STAKING ORIENTATION



2 STAKES - 3" CAL & LESS
3 STAKES - GREATER THAN 3" CAL

USE HOSE GUARDS AROUND TRUNK ON STAKING WIRE. TIE WIRE TO STEEL POSTS PLACED OUTSIDE PLANT PIT.

LEAVE STAKES IN PLACE NO MORE THAN 1 YEAR FROM INSTALLATION. CONTRACTOR RESPONSIBLE FOR REMOVAL.

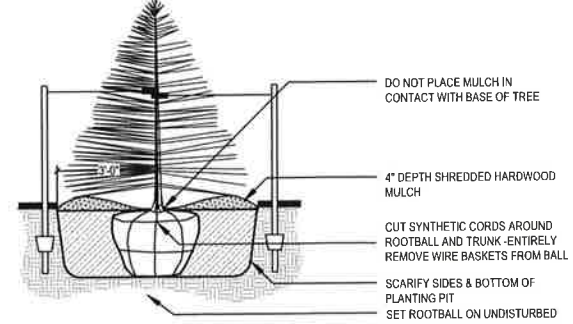


DECIDUOUS SHRUB DETAIL EVERGREEN SHRUB DETAIL

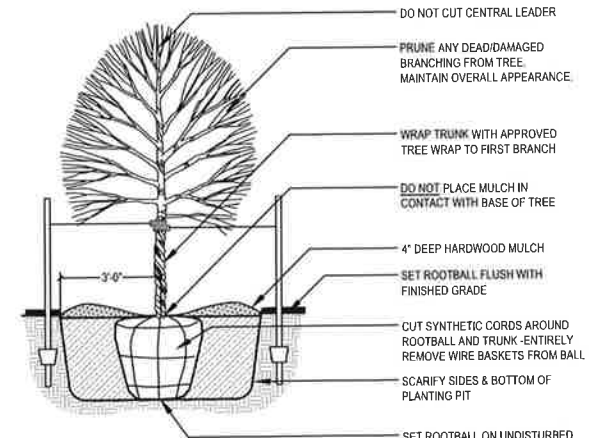


PLANTING ON SLOPES

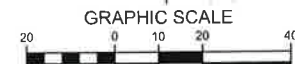
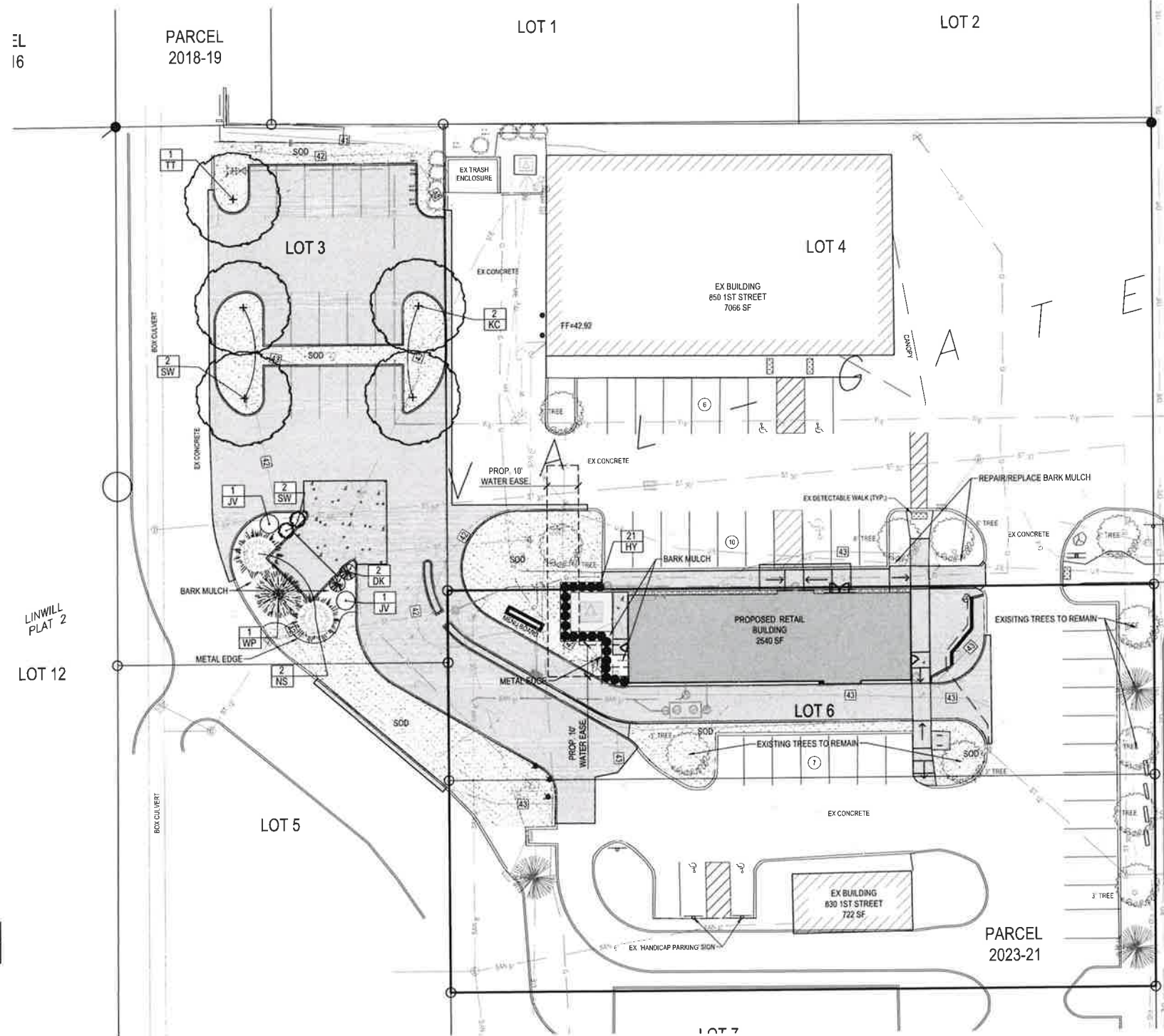
SHRUB PLANTING (TYP.)
SCALE: NOT TO SCALE



EVERGREEN TREE PLANTING (B&B)
SCALE: NOT TO SCALE



DECIDUOUS TREE PLANTING (TYP.)
SCALE: NOT TO SCALE



REFERENCE NUMBER:
140154
140154-1
230060

DRAWN BY:
C.J.D

REVISION DATE:
CITY 7-8-2024
CITY 7-30-2024
CITY 8-30-2024

PROJECT NUMBER:
240133

SHEET NAME:
LANDSCAPE PLAN

SHEET NUMBER:
C5.1

B' ③
PLAIN JOINT
(Abutting Pavement Slabs)

Joint Diameter	Solid Dowel Diameter	Tubular Dowel Diameter	Tie Bar Size
< 8"	1 1/4"	1 3/8"	#6
≥ 8" but < 10"	1 3/4"	1 7/8"	#10
≥ 10"	1 7/8"	1 3/4"	#11

Tubular Dowel Bars will not be allowed for RD joints.

'BT'
ABUTTING PAVEMENT JOINT - RIGID TIE

Joint	Bars	Bar Length and Spacing
< 8"	'BT-1'	#4 36" Long at 30" Centers
≥ 8"	'BT-2'	#5 30" Long at 30" Centers
≥ 8"	'BT-2'	#5 36" Long at 30" Centers

- Locate 'DW' joint at a mid-panel location between future 'C' or 'CD' joints. Place no closer than 5 feet to a 'C' or 'CD' joint.
- Place bars within the limits shown under dowel assemblies.
- Edge with 1/8 inch tool for length of joint. For HT joint, remove header block and board when second slab is placed.
- 'RT' joint may be used in lieu of 'DW' joint at the end of the days work. Remove any pavement damaged due to the drilling at no additional cost to the Contracting Authority.
- Saw 'CD' joint to a depth of T/3 ± 1/4"; saw 'C' joint to a depth of T/4 ± 1/4".
- Sawing or sealing of joint not required.
- The following joints are interchangeable, subject to the pouring sequence: 'BT-1' and 'L-1'
- Sealant or cleaning not required.
- See Bar Size Table for Doweled Expansion Joints.
- Edge with 1/4 inch tool for length of joint indicated if formed; edging not required when cut with diamond blade saw.
- See Dowel Assemblies for fabrication details and placement limits. Coat the free end of dowel bar to prevent bond with pavement. At intake locations, dowel bars may be cast-in-place.
- Predrill or preform holes in joint material for appropriate dowel size.

'L'
CONTRACTION JOINT

Joint	Bars	Bar Length and Spacing
< 8"	'L-1'	#4 36" Long at 30" Centers
≥ 8"	'L-2'	#5 30" Long at 30" Centers
≥ 8"	'L-3'	#5 36" Long at 15" Centers

'ED'
DOWELED EXPANSION JOINT

TYPE	WIDTH	FILLER MATERIAL (12)
ED	1"	Resilient (Detail F)

Joint Diameter	Dowel Diameter	Bar Length and Spacing
< 8"	3/4"	36" Long at 30" Centers
≥ 8" but < 10"	1 1/4"	30" Long at 30" Centers
≥ 10"	1 1/2"	36" Long at 30" Centers

Tubular Dowel Bars will not be allowed for expansion joints.

DETAIL A
(Saw cut formed by conventional concrete sawing equipment.)

DETAIL B
(Saw cut formed by approved early concrete sawing equipment.)

DETAIL C
(Saw cut formed by approved early concrete sawing equipment.)

DETAIL D
(Saw cut formed by approved early concrete sawing equipment.)

'E'
1" EXPANSION JOINT

DETAIL F
(See Bar Size Table for Doweled Expansion Joints)

SECTION A-A
(Detail at Edge of Pavement)

BEAM CURB
NOT TO SCALE

DETECTABLE WARNING PLACEMENT

- When detectable warning is located on curb ramp surface, orient domes in the direction of pedestrian travel.
- When distance between grade break and back of curb is less than 5', place detectable warning surface at the bottom of curb ramp. Where one center of curb ramp is more than 5' from back of curb, orient curb ramp as a parallel curb ramp. Move grade break back as required to place detectable warning on turning space at back of curb.

Provide minimum 2 foot width of detectable warning surface in direction of pedestrian travel across full width of the curb ramp or turning space, exclusive of curbs or flares.

CURB RAMP INSIDE INTERSECTION RADIUS

ALTERNATIVE CURB RAMP INSIDE INTERSECTION RADIUS

CURB RAMP DETAILS
(Public ROW Accessibility Guidelines)

- Parallel Curb Ramp: If normal sidewalk elevation cannot be achieved with perpendicular ramp between street and landing due to limited ramp length, provide a parallel ramp to make up elevation difference between landing and standard sidewalk. Length of parallel ramp is not required to exceed 15 feet, regardless of resulting slope. Do not exceed 8.3% slope for parallel ramps shorter than 15 feet.
- Turning Space: Target slope of 1.5% with maximum slope perpendicular to travel directions of 2.0%. Minimum 4 feet by 4 feet.
- Perpendicular Curb Ramp: Target running slope of 6.25% with maximum running slope of 8.3%.
- Target cross slope of 1.5% with a maximum cross slope of 2.0%.
- Match pedestrian street crossing cross slope or flatter.

TRANSFORMER PAD MOAT DETAIL
NOT TO SCALE

COORDINATE W/ MID AMERICAN ENERGY

STRUCTURAL STOOP / SIDEWALK TRANSITION DETAIL
SCALE NONE

DOWNSPOUT CONNECTION DETAIL
NOT TO SCALE

FLEXIBLE PIPE - TRENCH BEDDING
NOT TO SCALE

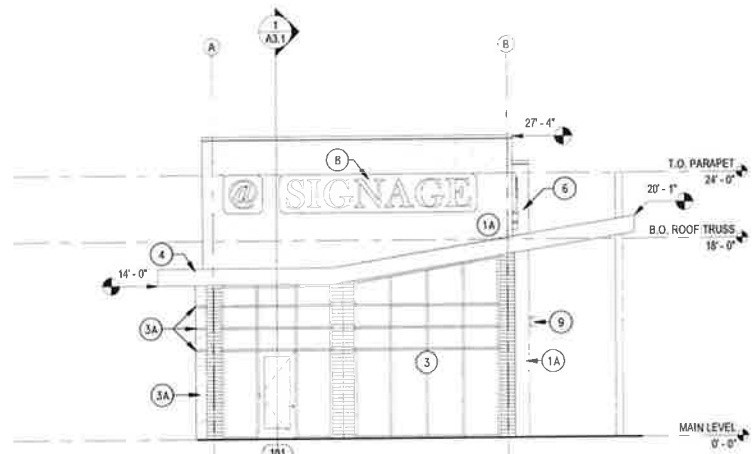
BOLLARD DETAIL
NOT TO SCALE

- FILL PIPE WITH CONCRETE.
- 6 INCH DIAMETER, 72 INCH LONG (EXPOSED) STEEL EMBEDDED IN CONCRETE.
- 12 INCH DIAMETER, 3-1/2 FEET DEEP CLASS CONCRETE FOUNDATION, CENTERED ON BOLLARD.
- PLASTIC, NEUTRAL-COLORED BOLLARD COVER TO MATCH ADJACENT STRUCTURE, WITH ROUNDED TOP.

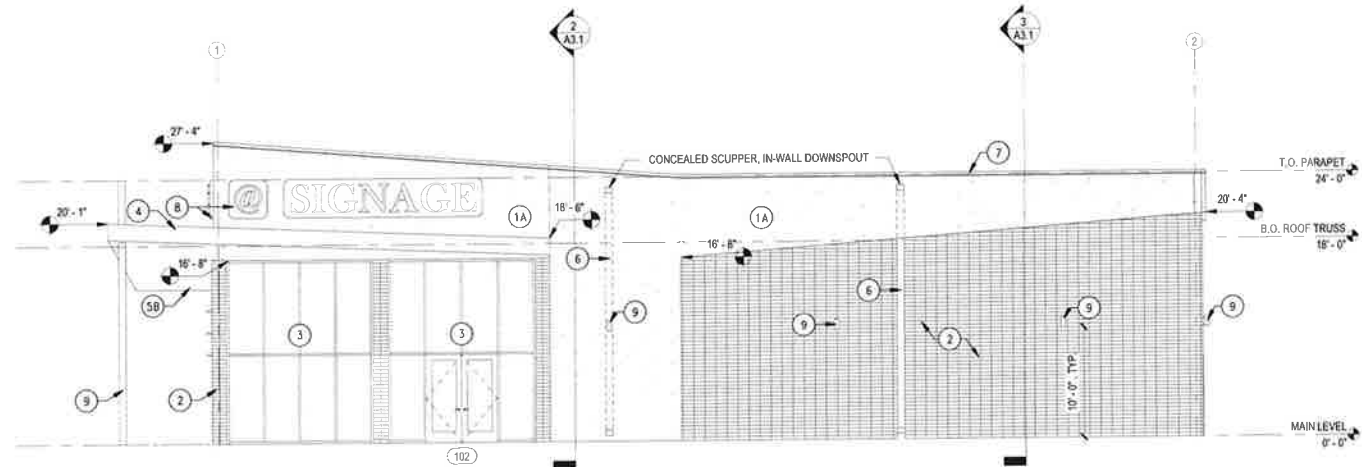
12" TOP CURB - ALONG BUILDING
SCALE NONE

SIDEWALK DETAIL
NOT TO SCALE

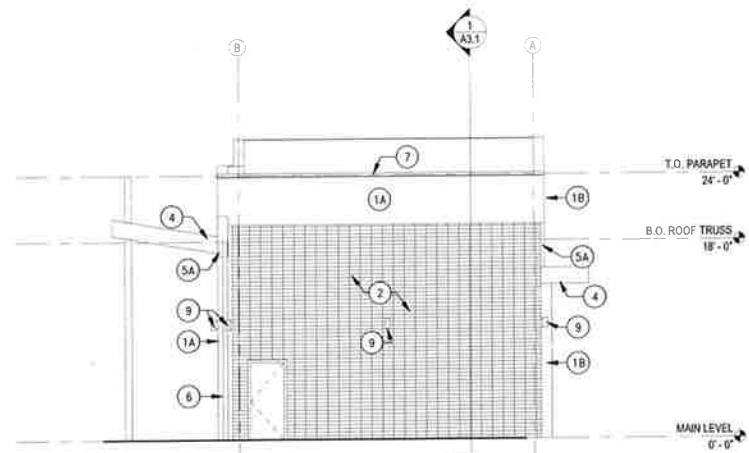
NOTES:
1. SLOPE SIDEWALK IN ACCORDANCE WITH GRADING PLAN, 2% MAX CROSS SLOPE.
2. VARIES SEE PLAN
3. 12" SUBGRADE PREP
4. 12" SIDEWALK



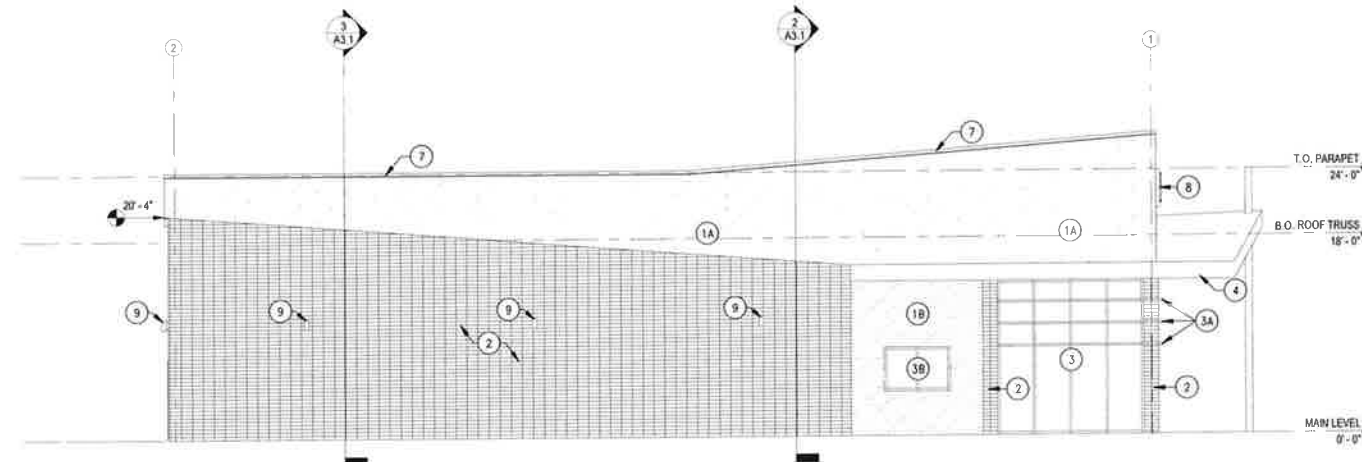
4 EXTERIOR ELEVATION - EAST
1/8" = 1'-0"



3 EXTERIOR ELEVATION - NORTH
1/8" = 1'-0"



2 EXTERIOR ELEVATION - WEST
1/8" = 1'-0"



1 EXTERIOR ELEVATION - SOUTH
1/8" = 1'-0"

EXTERIOR ELEVATIONS - KEY NOTE LEGEND:

- 1. METAL PANEL SIDING:
PROVIDE & INSTALL NEW METAL PANEL WALL SYSTEM W/ BAKED-ON KYMAR FINISH. PROVIDE MATCHING TRIM.
BASIS-OF-DESIGN:
1A. ELEVATE DELTA CFP-12B VERTICAL ORIENTATION COLOR: AGED ZINC
1B. ELEVATE DELTA CFP-16F HORIZONTAL ORIENTATION COLOR: AGED ZINC
- 2. MASONRY BRICK:
PROVIDE & INSTALL NEW MASONRY BRICK.
BASIS-OF-DESIGN:
GLEN-GERY BRICK, HANLEY
PRODUCT: KLAVCOAT, UTILITY
STYLE: TAN, STACK BOND
- 3. STOREFRONT WINDOW SYSTEM:
2" X 6 1/2" THERMALLY-BROKEN ALUMINUM STOREFRONT, BLACK ANODIZED FINISH, W/ 1" INSULATED GLAZING (ARGON FILLED W/ LOW-E COAT ON 3RD FACE). PROVIDE FULL-LITE ALUMINUM DOORS WHERE SHOWN W/ MATCHING FINISH. SEE OPENING ELEVATIONS FOR ADDITIONAL INFORMATION. SEE SPECIFICATION.
COLOR: CLEAR ANODIZED
3A. PREFINISHED ALUM. SHADING LOUVER
COLOR: CLEAR ANODIZED
3B. PREFINISHED ALUM. STOREFRONT WINDOW W/ OPERABLE SLIDER. SEE SPECIFICATION.
COLOR: CLEAR ANODIZED
- 4. PREFINISHED METAL FLASHING:
PROVIDE BENT METAL THROUGH-WALL FLASHING, ALUMINUM W/ BAKED-ON KYMAR FINISH.
MATCH METAL PANEL. SEE SECTIONS AND DETAILS.
- 5. PREFINISHED SOFFIT:
5A. PREFINISHED METAL TO MATCH METAL PANEL SIDING. CENTER PENETRATIONS IN PANEL, TYP.
5B. NICHIPANEL, CEDAR TEXTURE, FIBER CEMENT
COLOR: CEDAR
- 6. METAL DOWNSPOUT:
6X6 CLOSED-FACE DOWNSPOUT, ALUMINUM W/ BAKED-ON KYMAR FINISH.
COLOR TO MATCH METAL PANEL SIDING. SEE SECTIONS AND DETAILS.
- 7. METAL COPING CAP:
SLOPED COPING CAP (1/2" SLOPE, FRONT TO BACK)
4" TALL FACE - ALUM. W/ BAKED-ON KYMAR FINISH
COLOR TO MATCH METAL PANEL SIDING. SEE SECTIONS AND DETAILS.
VERIFY REQUIRED WIDTH OF CAP PRIOR TO ORDER AND FABRICATION.
- 8. BUILDING SIGNAGE:
TWO-TONE, POWDER-COATED ALUM. LETTERS ON ALUM. BACKDROP PLATE. SEE SPECIFICATION
COORDINATE W/ OWNER & TENANT PRIOR TO FABRICATION AND INSTALLATION
- 9. LIGHTING FIXTURE:
WALL-MOUNTED, EXTERIOR SITE LIGHTING

THESE ELEVATIONS ARE PRELIMINARY AND SHALL BE SUBJECT TO CHANGE WITHOUT NOTICE. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT. UNAUTHORIZED REPRODUCTION IS PROHIBITED.

STUDIO MELE
 139 4th STREET
 DES MOINES, IOWA 50265

PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT: MORGAN OLDE TOWN
 ADDRESS: 200 2ND STREET SE, ALTOONA, IOWA 50009
 PERMIT DATE: 2024-07-30
 SHEET NAME: EXTERIOR ELEVATIONS

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 SITE PLAN TO ALLOW CONSTRUCTION OF A RETAIL BUILDING

WHEREAS, pursuant to the provisions of Title 9, Zoning, of the West Des Moines Municipal Code, the applicant and property owner, First Street, Limited Partnership, requests approval of Val Gate Lot 6 Retail Building Site Plan for that property located at 836 1st Street and legally described in attached Exhibit "B" for the purpose of constructing an approximately 2,500 square foot retail building; and

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

WHEREAS, the Site Plan complies with findings stated in the applicable provisions of Title 9, Chapter 1, Subsection 8, the Comprehensive Plan and City Code; and

WHEREAS, on September 9, 2024, the Planning and Zoning Commission recommended to the City Council, by a 7-0 vote, for approval of the Site Plan; and

WHEREAS, the City Council approves of the following address assignment:

Lot 6, except Parcel 2023-21 = 136 1st Street,
and

WHEREAS, on this day the City Council held a duly noticed meeting to consider the application for the Site Plan.

NOW, THEREFORE, The City Council does approve the First Street Retail Space Site Plan (SP-006483-2024), 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 September 16, 2024.

Russ Trimble, Mayor

ATTEST:

Ryan Jacobson, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on September 16, 2024, by the following vote.

Exhibit A: Conditions of Approval

1. None

Exhibit B: Legal Description

LOT 3 AND LOT 6 EXCEPT PARCEL 2023-21 OF VAL-GATE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA.

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

ITEM: Termination of Mills Parkway Subdistrict #5 TIF District **DATE:** September 16, 2024
- City Initiated

Ordinance: Approval of the First Reading of the Ordinance repealing portions of Ordinance Nos. 1384, 1560, 1740, 1800, 1824, 2014, 2072, 2314, 2427, 2466, 2558, and 2587 providing for the division of taxes levied on the taxable properties in the Mills Parkway Subdistrict #5 Urban Renewal Area, effective July 1, 2025

FINANCIAL IMPACT: There are no fiscal impacts associated with this termination.

BACKGROUND: Staff has initiated the process to terminate the Mills Parkway Subdistrict #5 TIF district. In March 2007, the City Council approved the Mills Parkway Urban Renewal Area and the subordinate Subdistrict #5, that is located at the southeast corner of Cascade Avenue and South 78th Street. The Urban Renewal Subdistrict was established to provide incentives to GAR-MRO (Global Aviation) for the construction of a new building valued at approximately \$4.2 million. In 2015, the City entered into a development agreement with GAR-MRO, contingent upon property improvements exceeding \$4.2 million in valuation and the addition of at least 23 employees within three years.

While the project was successfully constructed, the jobs requirement specified in the Development Agreement was never fully met, and as a result, the issuance of TIF property tax rebate installments did not move forward. Currently, there are no active or pending Urban Renewal projects relying on the authority of the Mills Parkway Subdistrict #5 TIF District, and there is no outstanding debt to be certified against the TIF district, therefore staff is recommending the termination of the TIF district.

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

RECOMMENDATION: Staff recommends approval of the first reading of the Ordinance repealing portions of Ordinance Nos.1384, 1560, 1740, 1800, 1824, 2014, 2072, 2314, 2427, 2466, 2558, and 2587 providing for the division of taxes levied on the taxable properties in the Mills Parkway Subdistrict #5 Urban Renewal Area effective July 1, 2025.

Lead Staff Member: J Bradley Munford, Business Development Coordinator

STAFF REVIEWS

Department Director	Ryan Moffatt, Community and Economic Development Department
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Jessica Grove, Deputy City Attorney
Agenda Acceptance	<i>JS</i>

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NOS. 1384, 1560, 1740, 1800, 1824, 2014, 2072, 2314, 2427, 2466, 2558, AND 2587 AND PROVIDING THAT GENERAL PROPERTY TAXES SHALL NO LONGER BE DIVIDED ON **CERTAIN PROPERTY** LOCATED WITHIN THE MILLS PARKWAY URBAN RENEWAL AREA, IN THE CITY OF WEST DES MOINES, COUNTY OF DALLAS, COUNTY OF POLK, STATE OF IOWA (**REMOVING "SUBDISTRICT #5" FROM DIVISION OF TAXES ONLY- EFFECTIVE JULY 1, 2025**)

WHEREAS, the City Council of the City of West Des Moines, State of Iowa, has heretofore, in Ordinance Nos. 1384, 1560, 1740, 1800, 1824, 2014, 2072, 2314, 2427, 2466, 2558, and 2587 provided for the division of taxes within the Mills Parkway Urban Renewal Area ("Urban Renewal Area"), pursuant to Iowa Code Section 403.19; and

WHEREAS, the City Council of the City of West Des Moines has determined that in order to fulfill the purposes, objectives, and projects for the Urban Renewal Area, and comply with the Urban Renewal Law, that **Subdistrict #5** must be removed from Ordinance Nos. 1384, 1560, 1740, 1800, 1824, 2014, 2072, 2314, 2427, 2466, 2558, and 2587 and should cease being subject to the division of taxes under Iowa Code Section 403.19 **as of July 1, 2025**.

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

Section 1: That, as of July 1, 2025, the following portion of the Urban Renewal Area (the "Subdistrict #5") shall be removed from the application of Ordinance Nos. 1384, 1560, 1740, 1800, 1824, 2014, 2072, 2314, 2427, 2466, 2558, and 2587, and shall no longer be subject to the division of taxes under Iowa Code Section 403.19 described in said Ordinance:

SUBDISTRICT #5

A TRACT OF LAND IN SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PRINCIPAL MERIDIAN, DALLAS COUNTY IOWA;

THENCE EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, TO THE NORTHEAST CORNER OF THE

NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE SOUTH, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE WEST, ALONG THE SOUTH LINE OF SECTION 14, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, TO THE POINT OF BEGINNING.

BUT EXCLUDING:

THAT PORTION THEREOF LYING NORTH OF THE SOUTHERN BOUNDARY OF THE PUBLIC RIGHT-OF-WAY OF CASCADE AVENUE.

NOTE: DUE TO A PARCEL SPLIT ISSUE, ALL OF LOT 2 OF ETZEL PROPERTIES PLAT 1, WEST DES MOINES, IOWA DALLAS COUNTY IS CONTAINED IN SUBDISTRICT #5 AND NO PART OF LOT 2 IS WITHIN SUBDISTRICT #3.

Section 2. That the City's collection of taxes divided under Iowa Code Section 403.19 on Subdistrict #5 shall continue through the end of the City's 2024-2025 fiscal year.

Section 3. That nothing herein shall be interpreted as altering the boundaries or removing any property from the Urban Renewal Area (for purposes of clarity, while Subdistrict #5 is no longer subject to the division of revenue provided for in Iowa Code Section 403.19 after July 1, 2025, Subdistrict #5 will remain a part of the Mills Parkway Urban Renewal Area).

Section 4. That nothing herein shall be interpreted as altering the division of revenue for the remainder of the Amended Area as described in Ordinance No. 2587.

Section 5. That if any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Section 8. This Ordinance shall be codified in Title I, Chapter 10, Article B of the City Code for West Des Moines, Iowa.

PASSED AND APPROVED this _____ day of _____, 2024.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

Read First Time: _____, 2024

Read Second Time: _____, 2024

Read Third Time: _____, 2024

PASSED AND APPROVED: _____, 2024.

I, _____, City Clerk of the City of West Des Moines, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2024, signed by the Mayor on _____, 2024, and published in the Des Moines Register on _____, 2024.

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

02402257\11333-188



Mills Parkway Subdistrict #5 Urban Renewal Area



NOT TO SCALE

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

ITEM: South 81st Street Urban Renewal Area
Jordan Ridge (Pierson) Parcel TIF District – City Initiated

DATE: September 16, 2024

ORDINANCE: Approval of First Reading for the creation of the Jordan Ridge (Pierson) TIF Ordinance

FINANCIAL IMPACT: There is no financial impact identified at this time.

BACKGROUND: The South 81st Street Urban Renewal Area (URA) was adopted March 6, 2023. On May 15, 2023, the City of West Des Moines entered into an Infrastructure Development Agreement with Jordan Ridge, LLC. Under this agreement, the City agreed to construct Stagecoach Drive between South 78th Street and South 81st Street. In return, Jordan Ridge, LLC guaranteed that the assessed valuation of the homes built within the Forest Pointe subdivision will be at least \$30,000,000 by March 31, 2027, which would be sufficient to cover the costs of the infrastructure bonds the City has issued for the construction of Stagecoach Drive. Additionally, Jordan Ridge, LLC committed to providing shortfall payments to the City to meet the infrastructure bond debt obligations, should the minimum required assessed value not be achieved by the timelines required in the agreement.


The purpose of this TIF Ordinance is to set the parcel’s base valuation at the January 1, 2023, assessed value in the amount of \$2,000,000, and collect increment within the defined TIF district. The second reading of the ordinance is scheduled for the October 7, 2024, City Council meeting.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Staff recommends approval of the first reading of this Ordinance to create the Jordan Ridge (Pierson) TIF Ordinance.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

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

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON **CERTAIN PROPERTY** LOCATED WITHIN THE SOUTH 81ST STREET URBAN RENEWAL AREA, IN THE CITY OF WEST DES MOINES, COUNTY OF DALLAS, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF WEST DES MOINES, COUNTY OF DALLAS, WAUKEE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE SOUTH 81ST STREET URBAN RENEWAL AREA (**JORDAN RIDGE PROJECT AREA**)

WHEREAS, the City Council of the City of West Des Moines, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 23-03-06-08 passed and approved on the 6th day of March, 2023, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the South 81st Street Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, the Urban Renewal Area also includes the lots and parcels located within the area legally described as follows ("**Jordan Ridge Project Area**"):

All Lots and Outlots in Jordan Ridge Plat 1, Forest Pointe Plat 1, and Forest Pointe Plat 2, each an Official Plat in City of West Des Moines, Iowa.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of West Des Moines, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of West Des Moines, State of Iowa, desires to provide for the division of revenue from taxation on the **Jordan Ridge Project Area** of the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended. [Note: The **Jordan Ridge Project Area** is the only portion of the Urban Renewal Area that will be included in this TIF Ordinance. The City anticipates that as other projects develop (increase in value) in the future, the City will adopt a separate TIF ordinance(s) on other parcels/areas within the Urban Renewal Area. Therefore, the various TIF ordinances in this Urban Renewal Area will have different frozen bases and different expiration dates.]

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

That the taxes levied on the taxable property in the **Jordan Ridge Project Area** of the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of West Des Moines, County of Dallas, Waukee Community School District, and all

other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the **Jordan Ridge Project Area** of the Urban Renewal Area, as shown on the assessment roll as of January 1, 2023, being January 1 of the calendar year preceding the first calendar year in which the municipality plans to certify to the county auditor the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue in the **Jordan Ridge Project Area**, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for the Jordan Ridge Project Area.

That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of West Des Moines, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of West Des Moines, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the **Jordan Ridge Project Area** of the Urban Renewal Area without any limitation as hereinabove provided.

Unless or until the total assessed valuation of the taxable property in the **Jordan Ridge Project Area** of the Urban Renewal Area exceeds the total assessed value of the taxable property in the **Jordan Ridge Project Area** of the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the **Jordan Ridge Project Area** of the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of West Des Moines, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the **Jordan Ridge Project Area** of the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the **Jordan Ridge Project Area** of the Urban

Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the **Jordan Ridge Project Area** of the Urban Renewal Area and the territory contained therein.

This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

This Ordinance shall be codified in Title I, Chapter 10, Article B of the City Code for West Des Moines, Iowa.

PASSED AND APPROVED this _____ day of _____, 2024.

Russ Trimble, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Read First Time: _____, 2024

Read Second Time: _____, 2024

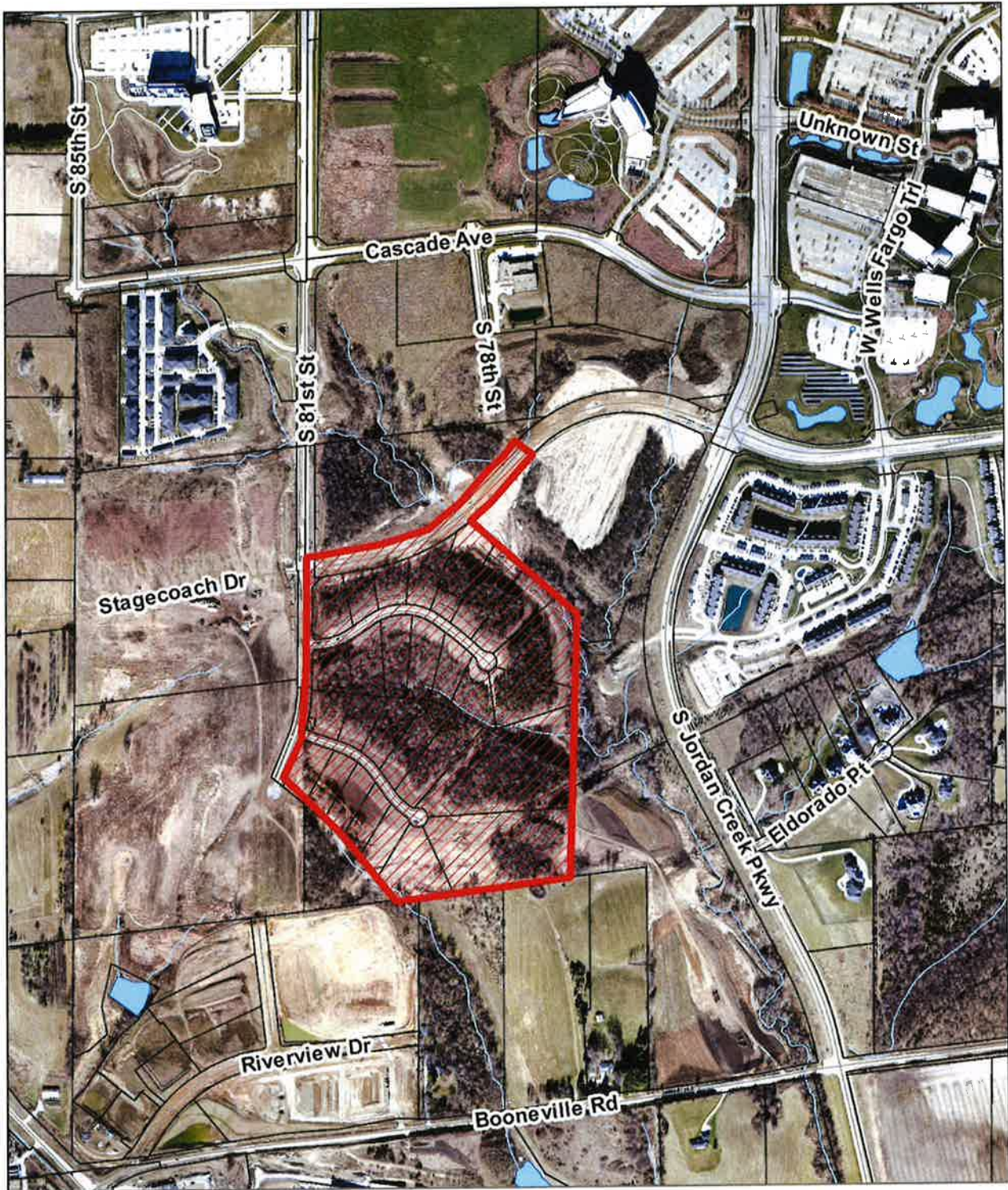
Read Third Time: _____, 2024

PASSED AND APPROVED: _____, 2024.

I, _____, City Clerk of the City of West Des Moines, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2024, signed by the Mayor on _____, 2024, and published in the Des Moines Register on _____, 2024.

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

02398808\11333-392



Jordan Ridge (Pierson) Parcel TIF District Area



NOT TO SCALE

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

ITEM: Termination of Westown V Urban Renewal Plan and TIF District - City Initiated **DATE:** September 16, 2024

Resolution: Approval of the Resolution Terminating the Westown V Urban Renewal Plan and ending the Westown V Urban Renewal Area

Ordinance: Approval of the First Reading of the Ordinance repealing Ordinance Nos. 1848 and 2125 providing for the division of taxes levied on the taxable properties in the Westown V Urban Renewal Area

FINANCIAL IMPACT: There are no fiscal impacts associated with this termination.

BACKGROUND: Staff has initiated the process to repeal the Westown V Tax Increment Financing (TIF) District and terminate the corresponding Westown V Urban Renewal Plan. In November 2009, the City Council approved the Westown V Urban Renewal Plan and authorized the subsequent TIF District, which is located between Jordan Creek Parkway on the west, Interstate 35 on the east, University Avenue on the north, and Interstate 80 on the south. The development projects identified within the TIF District have been completed and the property tax rebates negotiated as part of a development agreement have ended with no additional redevelopment currently contemplated. There are no active urban renewal projects in the area that rely on the authority of the Westown V Urban Renewal Plan, and no debt to be certified within the TIF district.


The Westown V Urban Renewal Plan and corresponding TIF districts have been successful and instrumental in driving the momentum for redevelopment around the University Avenue corridor. Throughout the life of this Urban Renewal Plan, the increment generated within the Urban Renewal Area was more than \$101 million.

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

RECOMMENDATION: Staff recommends the approval of the Resolution terminating the Westown V Urban Renewal Plan and ending the Westown Urban Renewal Area and recommends approval of the first reading of the Ordinance repealing Ordinance Nos. 1848 and 2125 that will expire the TIF District.

Lead Staff Member: Bryce Johnson, Business Development Coordinator

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	No Action or Deliberation		
Date Reviewed			
Recommendation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

RESOLUTION NO. _____

RESOLUTION TERMINATING THE WESTOWN V URBAN
RENEWAL PLAN FOR THE WESTOWN V URBAN
RENEWAL AREA AND ENDING THE WESTOWN V URBAN
RENEWAL AREA

WHEREAS, the City of West Des Moines, Iowa ("City") adopted the Westtown V Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Westtown V Urban Renewal Area ("Area" or "Urban Renewal Area") by Resolution No. 09-11-02-08 adopted on November 2, 2009; and

WHEREAS, the City subsequently adopted several amendments to the Plan; and

WHEREAS, the City previously adopted Ordinance No. 1848 to implement the division of property tax revenues under Iowa Code Section 403.19 in the Urban Renewal Area, and subsequently adopted ordinances to remove portions of the Urban Renewal Area from the division of property tax revenues under Iowa Code Section 403.19; and

WHEREAS, the Urban Renewal Area contains the real property legally described as follows:

ORIGINAL AREA

Beginning at the Northwest corner of the intersection of Jordan Creek Parkway and University Avenue in the City of West Des Moines, Iowa; thence East along the north right-of-way line of said University Avenue to the west right-of-way line of Interstates 35/80; thence South along said west right-of-way line of Interstates 35/80 to the North right-of-way line of Interstate 80; thence West along said north right-of-way line of Interstate 80 to the west right-of-way line of Jordan Creek Parkway; thence north along said west right-of-way line of Jordan Creek Parkway to the point of beginning; and including all adjacent streets and public right of way; and

WHEREAS, there are no ongoing urban renewal projects being undertaken pursuant to the Plan within the Urban Renewal Area and, accordingly, the City has determined that it is in the best interest of the City to formally terminate the Plan and end the Urban Renewal Area.

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

Section 1. The Westtown V Urban Renewal Plan for the Westtown V Urban Renewal Area, adopted by the City on November 2, 2009, and subsequently amended, is terminated in its entirety and the Urban Renewal Area is ended, effective June 30, 2025.

Section 2. Ordinance Nos. 1848 and related ordinances adopted for the division of revenue under Iowa Code Section 403.19 within the Urban Renewal Area will be repealed by separate ordinance.

PASSED AND APPROVED this 16th day of September, 2024.

Russ Trimble, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 1848 AND RELATED ORDINANCES PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE WESTOWN V URBAN RENEWAL AREA, IN THE CITY OF WEST DES MOINES, IOWA, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA (TERMINATION OF THE WESTOWN V URBAN RENEWAL AREA)

WHEREAS, on November 2, 2009, the City Council of the City of West Des Moines, Iowa approved and adopted the Westown V Urban Renewal Plan ("Urban Renewal Plan") and established the Westown V Urban Renewal Area ("Urban Renewal Area") within the City, which Urban Renewal Plan has subsequently been amended three times; and

WHEREAS, the City previously adopted Ordinance No. 1848, providing for the division of taxes within the Urban Renewal Area, as amended, pursuant to Iowa Code Section 403.19; and

WHEREAS, the City subsequently adopted ordinances, including Ordinance No. 2125, to remove portions of the Urban Renewal Area from the division of property tax revenues under Iowa Code Section 403.19

WHEREAS, all debt that has been certified for reimbursement from the Urban Renewal Area has been fully paid and there are no current obligations under the Urban Renewal Plan to be paid from any tax increment within Urban Renewal Area; and

WHEREAS, contemporaneous with the consideration of this Ordinance, the City has taken separate action to terminate the Urban Renewal Plan and Urban Renewal Area, and accordingly, the City has determined to repeal Ordinance Nos. 1848 and 2125 providing for the division of taxes levied on taxable property in Urban Renewal Area.

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

Section 1. That, as of June 30, 2025, Ordinance No. 1848, Ordinance No. 2125, and all other ordinances of the City providing for the division of revenue under Iowa Code Section 403.19 within the Westown V Urban Renewal Area shall be repealed in their entirety and shall have no further effect.

Section 2. That the City's collection of taxes divided under Iowa Code Section 403.19 shall continue through the end of the City's 2024-2025 fiscal year, as and to the extent requested by the debt certification filed with the County Auditor on or before December 1, 2023.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

PASSED AND APPROVED the _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2024

Read Second Time: _____, 2024

Read Third Time: _____, 2024

PASSED AND APPROVED: _____, 2024.

I, _____, City Clerk of the City of West Des Moines, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2024, signed by the Mayor on _____, 2024, and published in the Des Moines Register on _____, 2024.

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

02398838\11333-275

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

ITEM: William Crane - Resignation from
Human Services Advisory Board - Receive and File

DATE: September 16, 2024

FINANCIAL IMPACT: None

BACKGROUND: William Crane has submitted a letter of resignation from the Human Services Advisory Board, effective July 20, 2024. The Mayor and City Council appreciate the time he has devoted to the board.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Receive and File Letter of Resignation.

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	

From: William Crane <wcrane77@yahoo.com>

Sent: Saturday, July 20, 2024 12:09 PM

To: Audrey Kennis <audrey.kennis@wdm.iowa.gov>; Melinda Hotovec <Melinda.Hotovec@wdm.iowa.gov>

Subject: [EXT] Resignation - Human Services Board

Hi Audrey and Mindy, I unfortunately need to resign my position on the Human Services Board. I recently took a new position as General Counsel at a startup company. It has been very time consuming and unfortunately I do not have sufficient time to commit to the Board. I am very sorry to not complete my term, but I think it is best if someone with more availability takes the remainder of my term. Note that I was also the liaison to the Friends Foundation Board, so a replacement will be needed for that too.

Thank you for all of your amazing work! It truly has been an honor to serve on the Human Services Board.

Best regards,
Bill Crane