CITY OF WEST DES MOINES

COUNCIL AGENDA

date: May 4, 2015 **time:** 5:30 P.M.

MAYOR ..... STEVEN K. GAER
COUNCILMEMBER AT LARGE ..... RICK MESSERSCHMIDT
COUNCILMEMBER AT LARGE ..... JIM SANDAGER
COUNCILMEMBER 1ST WARD ..... KEVIN L. TREVILLYAN
COUNCILMEMBER 2ND WARD ..... JOHN MICKELSON
COUNCILMEMBER 3RD WARD..... RUSS TRIMBLE

CITY MANAGER…..……TOM HADDEN
CITY ATTORNEY……...RICHARD SCIESZINSKI
CITY CLERK…….RYAN JACOBSON

STUDENT GOVERNMENT DAY

1. Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda

2. Citizen Forum (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)

3. Mayor/Council/Manager Report/Other Entities Update

a. Swearing in of Police Officers Blake Mills, Tim McConnell, and Clint Ray
b. ITS Heartland Award - Public Works

4. Consent Agenda

a. Motion - Approval of Minutes of April 20, 2015 Meeting
b. Motion - Approval of Bill Lists
c. Motion - Approval of Liquor Licenses:
   1. Biaggi's Ristorante Italiano, LLC d/b/a Biaggi's Ristorante Italiano, 5990 University Avenue - Class LC Liquor License with Carryout Wine, Sunday Sales and Catering Privileges - Renewal
   2. China Jade, Inc. d/b/a China Jade, 5002 EP True Parkway - Class BB Beer Permit with Sunday Sales - Renewal
   3. Fareway Stores, Inc. d/b/a Fareway Store #153, 329 Grand Avenue - Class LE Liquor License with Carryout Wine and Carryout Beer - New
   4. Kinseth Hotel Corporation d/b/a Hampton Inn, 6160 Mills Civic Parkway - Class BW Permit with Carryout Wine, Sunday Sales, Living Quarters, and Outdoor Service - New
   5. Kinseth Hotel Corporation d/b/a Homewood Suites, 6220 Stagecoach Drive - Class BW Permit with Carryout Wine, Sunday Sales, Living Quarters, and Outdoor Service - New
   6. Hy-Vee, Inc. d/b/a Hy-Vee Ankeny #2, 1415 28th Street (Simpson College Continuing Education Event) - 5-Day Class BW Permit - Effective May 14-18, 2015

7. Hy-Vee, Inc., d/b/a Hy-Vee Clubroom, 555 South 51st Street, Clubroom Area - Class BW Permit with Sunday Sales - Renewal
8. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - May 20-21, 2015
9. St. Francis of Assisi Roman Catholic Church d/b/a St. Francis of Assisi Church, 7075 Ashworth Road - Class BW Permit with Sunday Sales - New
10. T-Bowl Investments Inc. d/b/a Val Lanes Recreation Center, 100 Ashworth Road - Class LC Liquor License with Sunday Sales - Renewal
11. Willow Creek Golf Course, Inc. d/b/a Willow Creek Golf Course, 140 Army Post Road - Class LC Liquor License with Sunday Sales, Living Quarters, and Outdoor Service Privileges - Renewal

d. Motion - Approval of Extended Sound Permit - Dowling Catholic High School Outdoor Concert, 1400 Buffalo Road

e. Motion - Approval of Grant Application - BRAVO Greater Des Moines

f. Motion - Approval of Agreement - Financial Software

g. Motion - Approval of Consulting Services Agreement - Financial Software Implementation

h. Motion - Approval of Equipment Sharing Agreement

i. Resolution - Approval of 2015-16 FY Non-Union Pay Plan

j. Resolution - Order Construction - Grand Avenue Improvements, Phase 5 - Raccoon River Park to South 35th Street

k. Resolution - Approval of Professional Services Agreements:
1. Alluvion Booster Station
2. South Area Trunk Sewer - Western Extension

l. Resolution - Acceptance of Public Improvements:
1. Rogers Farm
2. South Maple Grove Plat 13

m. Resolution - Authorize Construction of Public Improvements - West Lakes Office Park Plat 3, Lot 16 (Sanitary Sewer)

n. Resolution - Establish Public Hearing Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property - South 8th Street - County Line Road to Pine Avenue

o. Resolution - Approval of License Agreement for Installation of Optical Fiber - West Des Moines Water Works

p. Resolution - Approval of 28E Agreement Regarding Funding and Operation of Aquifer Storage and Recovery Facility - West Des Moines Water Works

q. Resolution - Approval of Amendment to Alluvion RISE Agreement

r. Resolution - Approval of Phased Landscaping Plan - Alluvion

s. Proclamation - Approval of Proclamations:
1. Drinking Water Week, May 3-9, 2015
2. Police Officers Week, May 10-16, 2015
3. Bike Month, May 2015

5. Old Business

a. Platinum Pointe Townhomes (f/k/a Whisper Ridge Townhomes), southwest corner of Bridgewood Boulevard and South 88th Street - Rezone approximately 13.3 acres from Residential Medium Density to a Planned Unit Development (PUD) to Allow Construction of a Townhome Development - Hale Development Company, LLC

1. Ordinance - Approval of Second, Third Readings and Final Adoption

b. Alluvion Urban Renewal Area TIF Ordinance - City Initiated

1. Ordinance - Approval of Second, Third Readings and Final Adoption

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

a. Aspire, south side of Stagecoach Drive approximately 680 feet west of South 68th Street - Vacate a Portion of Public Street Right-of-Way Associated with the Driveway Turnouts Constructed along the South Side of Stagecoach Drive - Aspire Residential, LLC

1. Ordinance - Approval of First Reading

b. Barnes Heights Sanitary Sewer Connection Fee District, generally located south of Ashworth Road and west of 60th Street - City Initiated

1. Ordinance - Approval of First Reading

c. Amendment #3 to the Westown V Urban Renewal Area - City Initiated

1. Resolution - Approval of Urban Renewal Plan Amendment

d. Grand Avenue Improvements Project - Phase 6, South 35th Street to South 50th Street - City Initiated

1. Resolution - Approval of Plans and Specifications
2. Motion - Receive and File Report of Bids
3. Resolution - Award Contract Subject to Concurrence from the Iowa Department of Transportation

e. Alluvion Blue Fiber Route - City Initiated

1. Resolution - Approval of Plans and Specifications
2. Motion - Receive and File Report of Bids
3. Resolution - Award Contract

f. 2015 PCC Reconstruction Program - City Initiated

1. Resolution - Approval of Plans and Specifications
2. Motion - Receive and File Report of Bids
3. Resolution - Award Contract

g. 2015 Sewer Rehabilitation Program - City Initiated

1. Resolution - Approval of Plans and Specifications
2. Motion - Receive and File Report of Bids
3. Resolution - Award Contract

7. New Business

a. Village of Ponderosa Plat 6, northeast corner of South Ridgefield Way and Flagstone Way - Replat Lot 46, Village of Ponderosa Plat 1 into Seven Single-Family Detached Lots - Homes by DePhillips

1. Resolution - Approval and Release of Final Plat

b. Village of Ponderosa Plat 7, northeast corner of Stagecoach Drive and South Crescent Way - Subdivide Property into 14 Lots and One Outlot - East Towne, LLC

1. Resolution - Approval and Release of Final Plat

c. Village of Ponderosa Plat 8, 419, 423, 437, 439, 441, 443, and 445 South Crescent Way - Replat Lot 21, Village of Ponderosa Plat 1 into Seven Singl-Family Detached Lots and One Private Driveway Lot - Home by DePhillips

1. Resolution - Approval and Release of Final Plat

d. Lindsey Farm Plat 1, 1001 Timberbrook Avenue - Subdivide Property into Nine Single Family Lots - Frank Lindsey

1. Resolution - Approval of Preliminary Plat

e. Tallyn's Reach, generally located at the southwest corner of Cascade Avenue and South 91st Street - Subdivide Property into 19 Lots for Construction of a Detached Townhome Development - Jerry Bussanmas

1. Resolution - Approval of Preliminary Plat/Site Plan

f. Aspire, south side of Stagecoach Drive approximately 680 feet west of South 68th Street - Construction of a 222-unit Condominium Development - Aspire Residential, LLC

1. Resolution - Approval of Site Plan

8. Receive, File and/or Refer

a. Village of Ponderosa, east of South 60th Street at Village View Drive - Amend Village of Ponderosa Specific Plan Ordinance to Modify Land Uses, Development Regulations, and Proposed Architectural Concepts - LENC, LLC and LEWF, LLC (Refer to Plan and Zoning Commission)

b. Jordan West, southwest corner of EP True Parkway and Jordan Creek Parkway - Amend the Specific Plan Ordinance to Allow Mix of Uses Including Retail, Office, Restaurants, Hotel, Convenience Store, and Medium Density Residential - Ryan Companies (Refer to Plan and Zoning Commission)

c. WDM Water Works Audit - 2014

9. Other Matters

CITY COUNCIL WORKSHOP

(immediately follows Council meeting)

1. Raccoon River Quarries Planned Unit Development (PUD)

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.

April 20, 2015

West Des Moines City Council Proceedings
Monday, April 20, 2015

Mayor Steven K. Gaer opened the regularly scheduled meeting of the City Council of West Des Moines, Iowa, in the Council Chambers of the West Des Moines City Hall on Monday, April 20, 2015 at 5:30 PM. Council members present were: J. Mickelson, R. Messerschmidt, J. Sandager, K. Trevillyan, and R. Trimble.

Ryan Jacobson, City Clerk, stated staff is recommending an amendment to agenda item 7(d) Aspire Preliminary Plat/Site Plan, as it should be amended to reflect consideration of the preliminary plat only and consideration of the Aspire site plan will be forthcoming at a future council meeting.

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

Vote 15-136: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

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

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

Council member Trimble reported he attended a meeting of the Parks and Recreation Advisory Board, where the board recommended against a proposed deck hockey rink and a proposed riverboat on Blue Heron Lake. He also reported the Art on the Campus grand opening will be held on April 30 and the Holiday Park Baseball Complex grand opening will be held on May 19. He also stated the West Des Moines Historical Society will be hosting Discover Decoration Day on May 17 at the Jordan House and Jordan Cemetery.

Council Member Messerschmidt reported the Public Works Subcommittee met and received an update on the Grand Technology Gateway study and potential flood control issues in that area. He also attended a Tomorrow Plan meeting on April 15, where presentations were given on urban waterways and the Tomorrow Plan's affordable housing plan.

City Manager Tom Hadden reported the riverboat on Blue Heron Lake proposal, which was recommended against by the Parks and Recreation Advisory Board, will not be moving forward to the Council. He then invited Jeff Dumermuth, Chief of Emergency Medical and Communication Services, to update the Council on the Smart 911 program.

Jeff Dumermuth, Chief of Emergency Medical and Communication Services, reported the Smart 911 program, which was implemented by the City of West Des Moines and other metro agencies on April 13, allows individuals to register their household and cell phone numbers so emergency

responders can quickly locate the house a call is coming from. The household profile also allows individuals to share details and medical information about the individuals living in the house, and this information will only be made available to emergency responders if a number associated with that household dials 911. He encourages everyone to sign up and create a profile online at www.smart911.com. He noted the system will also send an email after a year requesting that users update the information in their profile.

Council member Trimble commended the Parks and Recreation department for their efforts in developing the emerald ash borer management plan, which has become even more important with the recent finding of the emerald ash borer in Dallas County.

On Item 4. Consent Agenda.

It was moved by Messerschmidt, second by Sandager to approve the consent agenda as presented.

a. Approval of Minutes of April 6, 2015 Meeting
b. Approval of Bill Lists
c. Approval of Liquor Licenses:
    1. BW's Inc. d/b/a BW's, 3701 EP True Parkway, Suite 400 - Class LC Liquor License with Sunday Sales and Outdoor Service - New
    2. Casey's Marketing Company, d/b/a Casey's General Store #2150, 2125 Grand Avenue - Add Carryout Native Wine Privileges to Existing Class BC Beer Permit with Sunday Sales
    3. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe, 1700 Valley West Drive (Cafe Area) - Class LC Liquor License with Sunday Sales - Renewal
    4. Rogers Entertainment Ltd. d/b/a Legends American Grille, 5906 Ashworth Road - Class LC Liquor License with Sunday Sales - Renewal
    5. IA Lodging West Des Moines TRS, L.L.C. d/b/a Marriott West Des Moines Hotel, 1250 Jordan Creek Parkway - Class LB Liquor License with Sunday Sales and Catering Privileges - Renewal
    6. GMRI, Inc. d/b/a The Olive Garden Italian Restaurant #1146, 3600 Westown Parkway - Class LC Liquor License with Sunday Sales - Renewal
    7. Rusty Spoke, Inc. d/b/a Rusty Spokes, 4221 South Orilla Road - Class LC Liquor License with Sunday Sales and Outdoor Service - New
    8. Kelly Midwest Ventures LP d/b/a Staybridge Suites, 6905 Lake Drive - Class LB Liquor License with Sunday Sales - Renewal
    9. Boggs Properties, LLC d/b/a Sully's Irish Pub, 110 Grand Avenue - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
    10. Tres Amigos Bar & Grill, LLC d/b/a Tres Amigos Mexican Restaurant, 304 5th Street - Temporary Expanded Outdoor Service Area to be added to Existing Class LC Liquor License - May 2-5, 2015
d. Approval of Cigarette Permit

e. Approval of Extended Sound Permit - Nature Lodge Wedding, May 2, 2015
f. Approval of Fireworks Display - Willow Creek Golf Course, May 2, 2015
g. Approval of Appointment - Library Board of Trustees
h. Approval to Sell Surplus City Equipment
i. Approval of Grant Application - Governor's Traffic Safety Bureau Traffic Enforcement Program
j. Approval of Agreement with Kutak, Rock, LLP
k. Approval of Park Use Agreement - International Soccer League of Iowa
l. Approval of Contract - 2015 Spring Tree and Stump Removal
m. Approval of Contract Addendum - Copier Contract
n. Order Construction:
    1. 2015 PCC Reconstruction Program
    2. 2015 Sewer Rehabilitation Program
    3. Alluvion Blue Fiber Route
o. Approval of Railroad Agreement - Grand Avenue Improvements, Phase 5
p. Approval of Extension of Entitlement - Office at the Galleria, 645 South 60th Street
q. Establish Public Hearing Regarding the Final Design, Site Selection and Consideration of Acquiring Agricultural Property - Grand Prairie Parkway Interchange at I-80
r. Establish Just Compensation and Approve Acquisition of Property - Intersection Improvements (50th Street and Corporate Drive; 50th Street and University Avenue; 92nd Street and University Avenue)
s. Approval of Allowance for Placement of Utilities in Front Yard - Woodland Hills of West Des Moines Plat 1
t. Approval of Purchase Agreement, Deeds and Easements - South Grand Prairie Parkway, Wendover Road to Mills Civic Parkway
u. Approval of Purchase Agreements and Easements:
    1. Fox Creek Sanitary Sewer Improvements, Phase 2
    2. Grand Avenue Improvements, Phase 5
    3. Grand Avenue Improvements, Phase 6
    4. Thornwood Sanitary Sewer Improvements, Phase 3
v. Approval of Proclamations:
    1. Earth Day - April 22, 2015
    2. Arbor Day - April 24, 2015

Vote 15-137: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 5(a) Tallyn's Reach, generally located at the intersection of Cascade Avenue and South 91st Street - Amend the Planned Unit Development (PUD) to Remove the Minimum Age Requirement for PUD Parcel F, initiated by Jerry Bussanmas

It was moved by Trimble, second by Sandager to consider the second reading of the ordinance.

Vote 15-138: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Trimble, second by Sandager to approve the second reading of the ordinance.

Vote 15-139: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

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

Vote 15-140: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider Platinum Pointe Townhomes (f/k/a Whisper Ridge Townhomes), southwest corner of Bridgewood Boulevard and South 88th Street - Rezone approximately 13.3 acres from Residential Medium Density to a Planned Unit Development (PUD) to Allow Construction of a Townhome Development, initiated by Hale Development Company, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on April 3, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the proposed PUD ordinance.

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

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

Vote 15-141: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 15-142: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider 2015 Sewer Lining Program, initiated by the City of West Des Moines. He asked for the date the

notice was published and the City Clerk indicated the notice was published on April 10, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trevillyan, second by Messerschmidt to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Municipal Pipe Tool Company, LLC.

Vote 15-143: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider 2015 Sump Pump Sewer Program, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on April 10, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Messerschmidt, second by Trimble to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Kingston Services, LLC.

Vote 15-144: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider 2015 Valley Junction Brick Paver Repair Program, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on April 10, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Messerschmidt, second by Trimble to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Hardscape Solutions, Inc.

Council member Trevillyan inquired what concrete sections are being replaced as part of this project.

Bret Hodne, Public Works Director, responded there are some limited areas with settling issues on the east-west streets between 4th Street and 6th Street, and those concrete sections will be replaced with concrete.

Mayor Gaer inquired how staff will minimize this project's disruptions during Valley Junction special events.

Mr. Hodne responded staff has worked with the Historic Valley Junction Foundation to coordinate the project and it will be done one block at a time. He noted the Iowa Downtown Summit is scheduled to take place in Valley Junction in late-August, and it is intended for the project to be completed before that event.

Vote 15-145: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 7(a) King's Valley Subdivision Plat 2, 6135 Beechtree Drive - Transfer Portion of Unplatted Property to Enlarge Square Footage of Lot 30, King's Valley Subdivision Plat 1, initiated by Davis Estates, Ltd.

It was moved by Trimble, second by Messerschmidt to adopt Resolution - Approval of Preliminary Plat, subject to the applicant complying with all applicable City Code requirements.

Vote 15-146: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 7(b) Village of Ponderosa Plat 6, northeast corner of the intersection of Flagstone Way and South Ridgefield Way - Subdivide Property into Seven Lots for Single Family Development, initiated by Homes by DePhillips

It was moved by Messerschmidt, second by Trimble to adopt Resolution - Approval of Preliminary Plat, subject to the applicant complying with all applicable City Code requirements and the following conditions of approval:

1. Prior to the associated Final Plat proceeding to the City Council for approval, the applicant obtaining written permission of the existing property owners and mortgagees within the condominium regime to address replatting and/or modifications to the condominium regime documents.

Vote 15-147: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 7(c) Village of Ponderosa Plat 8, 419, 423, 437, 439, 441, 443, and 445 South Crescent Way - Subdivide Property into Seven Lots and One Outlot for Single Family Development, initiated by Homes by DePhillips

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

1. Prior to the associated Final Plat proceeding to the City Council for approval, the applicant obtaining written permission of the existing property owners and mortgagees within the condominium regime to address replatting and/or modifications to the condominium regime documents; and,

2. Any new retaining walls constructed within any of the lots included within Village of Ponderosa Plat 8 will need to abide by City Code which requires one foot of setback from the lot line for every one foot of above-grade wall height.

Vote 15-148: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 7(d) Aspire (f/k/a Roger's Farm East), south of Stagecoach Drive, east of Jordan Creek Parkway, west of South 68th Street - Subdivide Property into 26 Lots and One Street Lot for Construction of a 222-unit Condominium Development, initiated by Aspire Residential, LLC

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

1. The applicant acknowledges that the associated Site Plan must be approved by the City Council prior to the issuance of any building permits, including footing and foundation permits.

2. The applicant acknowledges that the associated Final Plat to create buildable lots must be approved by the City and recorded with the County prior to the issuance of any building permits, including footing and foundation permits, for any lot within the subject plat.

3. The applicant acknowledges that appropriate access drives acceptable to the Fire Marshal must be in place prior to issuance of building permits. Additionally, the applicant acknowledges that all roads proposed in the future on the subject property will need to be in place and usable prior to issuance of any occupancy permits, including temporary occupancy permits.

Council member Trimble inquired how many stories the proposed condominium buildings will be.

Lynne Twedt, Director of Development Services, responded there will be a combination of two-store and three-story buildings with the two-story buildings being closer to the street and the three-story towards the back of the site. She noted the proposal fully complies with the Planned Unit Development, and the developer has met with the Pheasant Ridge residents regarding this project.

Vote 15-149: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 7(e) Hy-Vee Corporate Expansion, 5820 Westown Parkway - Construction of a 152,000 sq. ft. Expansion of Office Space, Conference Center, and Underground Parking, initiated by Hy-Vee, Inc.

It was moved by Trimble, second by Trevillyan to adopt Resolution - Approval of Major Modification, subject to the applicant complying with all applicable City Code requirements and the following conditions of approval:

1. The City Council deferring the installation of up to 126 parking stalls until such time that on-site events in which parking on the grass or other non-designated parking areas occurs or parking off-site is occurring due to the lack of available parking stalls on-site. At the time when the existing parking is not sufficient to accommodate the events held on-site, the City reserves the right to provide the applicant notice to increase the number of parking stalls. The applicant will be required to provide the additional parking spaces in accordance with City regulations within the first available construction season; and

2. The applicant agreeing that landscaping required in the southeastern parking lot as shown on the approved site plan will be installed with the landscaping for the conference center expansion and prior to issuance of a final occupancy permit for either the Conference Center expansion or Office expansion, whichever occurs first.

Council member Messerschmidt requested clarification on the changes included in the proposed major modification.

Lynne Twedt, Director of Development Services, explained that the deferral of parking is for the parking stalls along the main drive, which Hy-Vee would prefer to defer until needed. She also stated the parking ramp is underneath the office.

Jill Boetger, Confluence, representing Hy-Vee, presented maps showing the proposed changes to the building's footprint, and she noted the conference center will be expanded to the south and to the east.

Vote 15-150: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 7(f) Alluvion Urban Renewal Area TIF Ordinance, initiated by the City of West Des Moines

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

Vote 15-151: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 15-152: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

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

On Item 9 - Other Matters: none

The meeting was adjourned at 6:01 p.m.

Respectfully submitted,

_____
Ryan T. Jacobson, CMC
City Clerk

ATTEST:

_____
Steven K. Gaer, Mayor

641
4(b)

CITY OF WEST DES MOINES
CITY COUNCIL ACTION ITEM

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 departmental staff are being submitted to the City Council for approval:

Regular Bi-Weekly Claims	04/30/2015		$620,533.47
	Claim Listing Date		Total $ Amount
EFT Claims	04/30/2015		$32,125.34
	Claim Listing Date		Total $ Amount
Control Pay	04/30/2015		$273,917.08
	Claim Listing Date		Total $ Amount
End of Month	04/30/2015		$14,955.04
	Claim Listing Date		Total $ Amount
Manual Check	04/30/2015		$8,400,588.87
	Claim Listing Date		Total $ Amount

Approved by the West Des Moines City Council this 4th day of May 2015

Tim Stiles, Finance Director

Tom Hadden, City Manager

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

Finance and Administration Committee acknowledgement of disbursement of expenditures:

Russ Trimble, Councilmember

Jim Sandager, Councilmember

John Mickelson (alternate)

BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
28835	AGNEW/JOSALYNN	178936	05/04/15	1,528.80
27249	AGRILAND FS, INC.	178937	05/04/15	652.00
29425	ALLEN HENDERSON & ASSOCI	178938	05/04/15	240.00
28574	ALLIANCE CONSTRUCTION GR	178939	05/04/15	6,754.50
01201	AMERICAN PLANNING ASSN	178940	05/04/15	450.00
29314	AMERICAN SECURITY CORP	178941	05/04/15	4,205.00
29778	AMERIFACTORS	178942	05/04/15	68,647.33
28391	ANGELES/FABIAN	178943	05/04/15	61.25
01625	ASLA	178944	05/04/15	425.50
.10021	AUER/JOHN	178945	05/04/15	406.25
29574	BEARDEN/JAMES	178946	05/04/15	1,000.00
29399	BOLTON & HAY INC	178947	05/04/15	54.50
29508	BOLTON & MENK INC	178948	05/04/15	6,492.05
29508	BOLTON & MENK INC	178949	05/04/15	1,167.51
.10015	BONE-A-PATREAT	178950	05/04/15	33.99
22371	BONNIE'S BARRICADES	178951	05/04/15	332.20
28011	BOUND TREE MEDICAL, LLC.	178952	05/04/15	3,081.20
29811	BOWMAN/ZACHARY	178953	05/04/15	1,000.00
27429	BROCKWAY MECHANICAL & RO	178954	05/04/15	390.49
29455	BROMMEL/JOHN	178955	05/04/15	1,000.00
27750	CAPPEL'S ACE HARDWARE	178956	05/04/15	35.95
29669	CARDNO ATC	178957	05/04/15	1,200.00
04250	CARPENTER UNIFORM CO	178958	05/04/15	449.66
23644	CENTRAL IOWA HOSPITAL CO	178959	05/04/15	90.00
19700	CENTURYLINK	178960	05/04/15	5,642.83
29700	CHRIST/NICOLE	178961	05/04/15	330.00
05050	CITY OF URBANDALE	178962	05/04/15	12,659.00
05350	CLIVE POWER EQUIPMENT	178963	05/04/15	1,732.84
25466	COMMERCIAL APPRAISERS OF	178964	05/04/15	8,900.00
29116	CONCRETE CONTRACTING CO.	178965	05/04/15	5,923.89
29116	CONCRETE CONTRACTING CO.	178966	05/04/15	981.03
28405	CONNEXION CONSULTING LLC	178967	05/04/15	1,800.00
05766	CONSTRUCTION & AGGREGATE	178968	05/04/15	51.60
28056	CONTINUUM RETAIL ENERGY	178969	05/04/15	18,631.92
27228	CONTRACT SPECIALTY L.C.	178970	05/04/15	35.73
27403	CONTRACTOR SALES & SERVI	178971	05/04/15	401.63
28328	CORPORATE CLEANING OF IO	178972	05/04/15	640.00
.10019	CRITES/SUSAN	178973	05/04/15	98.47
06400	CUSTOM AWARDS	178974	05/04/15	372.00
.10018	CUTTING EDGE	178975	05/04/15	1,304.00
06550	DALLAS COUNTY RECORDER	178976	05/04/15	1,631.00
29491	DEBRUYNE/HILDE	178977	05/04/15	1,000.00
07080	DES MOINES IRON AND SUPP	178978	05/04/15	37.68
22880	DES MOINES STEEL FENCE C	178979	05/04/15	12.07
.10022	DESAI/BRIAN	178980	05/04/15	40.00
.10016	DEXTER/CHELSEA	178981	05/04/15	30.81
07700	DICKEY/PHIL	178982	05/04/15	1,676.00
29812	DOGPOOPBAGS.COM	178983	05/04/15	887.89

BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
24080	DOLAN/MATT	178984	05/04/15	138.27
25747	DOWLING CATHOLIC ATHLETI	178985	05/04/15	250.00
07861	DRAKE UNIVERSITY CPS	178986	05/04/15	2,950.00
08530	ELECTRICAL ENGINEERING &	178987	05/04/15	1,112.81
29011	ELLINGSON DRAINAGE, INC	178988	05/04/15	70,145.15
26083	EMSLRC	178989	05/04/15	20.00
27012	FASTENAL COMPANY	178990	05/04/15	173.15
28912	FERGUSON ENTERPRISES, IN	178991	05/04/15	225.34
28597	GARLAND/KRISTI	178992	05/04/15	2,203.73
29810	GARNANT/KRISTEN	178993	05/04/15	1,000.00
28746	GBA SYSTEMS INTEGRATORS,	178994	05/04/15	5,567.00
28690	GIAMPOLO/ANTHONY	178995	05/04/15	199.04
10950	GRIMES ASPHALT & PAVING	178996	05/04/15	1,138.12
29709	HADDEN/TOM	178997	05/04/15	139.15
29561	HEARTLAND BUSINESS SYSTE	178998	05/04/15	975.00
25860	HEMESATH/BRIAN	178999	05/04/15	35.99
11547	HODNE/BRET	179000	05/04/15	1,753.78
29499	HOLCOMB/ALTHEA	179001	05/04/15	37.98
24065	HOME DEPOT CREDIT SERVIC	179002	05/04/15	83.95
23611	HY VEE, INC.	179003	05/04/15	888.34
24175	IOWA AMATEUR SOFTBALL AS	179004	05/04/15	3,375.00
23544	IOWA INTERSTATE RAILROAD	179005	05/04/15	400.95
29641	IOWA ONE CALL	179006	05/04/15	1,047.70
13100	IOWA PRISON INDUSTRIES	179007	05/04/15	675.00
13415	IOWA WORKFORCE DEVELOPME	179008	05/04/15	20,257.59
24510	IOWACE	179009	05/04/15	35.00
.10013	IPOA	179010	05/04/15	75.00
23001	J & M DISPLAYS, INC.	179011	05/04/15	16,500.00
13300	JACOBSEN AUTO BODY	179012	05/04/15	1,283.00
29276	JENSEN/RHONDA	179013	05/04/15	66.00
28521	JOINER CONSTRUCTION CO.,	179014	05/04/15	49,912.05
28906	JORDAN CREEK ANIMAL HOSP	179015	05/04/15	273.56
29529	KABEL BUSINESS SERVICES	179016	05/04/15	625.50
29498	KALDENBERG'S PBS LANDSCA	179017	05/04/15	3,640.00
29809	KLEPINGER/NICK	179018	05/04/15	1,000.00
27669	KUTAK ROCK LLP	179019	05/04/15	885.00
23769	LACINA/WENDY	179020	05/04/15	66.00
.10012	LEON/JOSE	179021	05/04/15	1,052.00
25370	LEXISNEXIS RISK DATA MNG	179022	05/04/15	248.35
14350	LIFELINE EMERGENCY VEHIC	179023	05/04/15	550.14
28321	LT RICH PRODUCTS INC.	179024	05/04/15	29.99
23697	MAIL SERVICES L.C.	179025	05/04/15	922.50
22275	MANKLE/BRUCE	179026	05/04/15	109.82
14900	MENARDS	179027	05/04/15	41.75
29322	MERCEDES-BENZ OF DES MOI	179028	05/04/15	1,464.56
25273	MIDAMERICAN ENERGY	179029	05/04/15	100,342.02
13028	MIDAMERICAN- DM-WDM TL	179030	05/04/15	48.00
13027	MIDAMERICAN-CLIVE-WDM TL	179031	05/04/15	427.32

BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
13029	MIDAMERICAN-WDM-WAUKEE T	179032	05/04/15	22.26
26340	MIDWEST BREATHING AIR L.	179033	05/04/15	684.75
27211	MIDWEST SAFETY COUNSELOR	179034	05/04/15	168.00
27748	MITCHELL/RANDY	179035	05/04/15	66.00
28543	MPS ENGINEERS	179036	05/04/15	19,703.98
15625	MUNICIPAL SUPPLY INC	179037	05/04/15	1,407.80
25307	MURPHY TRACTOR & EQUIPME	179038	05/04/15	1,829.40
28567	NATIONAL ASSOCIATION OF	179039	05/04/15	495.00
25690	NILLES ASSOCIATES, INC.	179040	05/04/15	2,805.00
29171	NINTH BRAIN	179041	05/04/15	543.00
28681	OLSSON ASSOCIATES	179042	05/04/15	3,906.60
.10017	PAJAZETOVIC/ADNAN	179043	05/04/15	29.00
28970	PALMER GROUP	179044	05/04/15	1,296.26
29808	PERRY/DANIEL	179045	05/04/15	1,000.00
09650	PETTY CASH	179046	05/04/15	816.45
28524	PETTY CASH-AQUATIC CENTE	179047	05/04/15	3,500.00
23062	PG CONSTRUCTION, INC	179048	05/04/15	38,495.30
27981	PHILIPS MEDICAL SYSTEMS	179049	05/04/15	543.00
16498	PLUMB SUPPLY CO	179050	05/04/15	51.37
03300	POLK COUNTY RECORDER	179051	05/04/15	265.00
16650	POLK COUNTY TREASURER	179052	05/04/15	31.00
29588	PPG ARCHITECTURAL FINISH	179053	05/04/15	153.06
29560	PRO WASTE SERVICES LLC	179054	05/04/15	267.36
29767	PROCTOR MECHANICAL CORP	179055	05/04/15	498.44
27661	PROVANTAGE LLC	179056	05/04/15	345.90
28602	QUATRED	179057	05/04/15	94.33
29805	QUESTCDN.COM	179058	05/04/15	340.00
17302	RDG PLANNING & DESIGN	179059	05/04/15	9,175.00
28896	RELIANT FIRE APPARATUS,	179060	05/04/15	147.90
25260	RESERVE ACCOUNT	179061	05/04/15	4,000.00
17600	ROTO-ROOTER CORP	179062	05/04/15	631.30
17625	ROY'S TOWING AND RECOVER	179063	05/04/15	175.00
29580	SAILER/STEPHANIE	179064	05/04/15	1,000.00
28913	SAM'S CLUB DIRECT	179065	05/04/15	17.98
22400	SCHILDBERG CONSTRUCTION	179066	05/04/15	8,070.16
28472	SECURITY EQUIPMENT CORP	179067	05/04/15	152.50
29803	SHORTS CONCRETE CUTTING	179068	05/04/15	250.00
18292	SIMPLEX GRINNELL	179069	05/04/15	623.00
.10020	SINCLAIR/JAMES	179070	05/04/15	25.00
24711	SKOLD DOOR & FLOOR CO.	179071	05/04/15	556.75
29578	SNELLER/MIKE	179072	05/04/15	2,000.00
29643	SPECIALTY GRAPHICS INC	179073	05/04/15	3,720.85
27422	SPRINT	179074	05/04/15	546.60
25913	STATE OF IOWA-ELEVATOR S	179075	05/04/15	175.00
70026	STIVERS FORD	179076	05/04/15	30,120.00
28433	SWINTON/ASHLEE	179077	05/04/15	1,212.50
26518	T&T SPRINKLER SERVICE, I	179078	05/04/15	1,132.60
.10014	TAYLOR/BILLY	179079	05/04/15	27.70

BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
29454	THAMMOVONG/BOUNNAK	179080	05/04/15	2,000.00
25898	THOMAS/SCOTT	179081	05/04/15	78.65
24933	TRAGESSER/KARA	179082	05/04/15	1,040.27
29288	TRIZETTO PROVIDER SOLUTI	179083	05/04/15	310.35
22972	TRUE PITCH, INC.	179084	05/04/15	126.00
25814	ULTRAMAX	179085	05/04/15	2,457.85
26935	VAN-WALL EQUIPMENT	179086	05/04/15	54.99
20250	VEENSTRA & KIMM INC	179087	05/04/15	268.46
20250	VEENSTRA & KIMM INC	179088	05/04/15	3,662.75
20250	VEENSTRA & KIMM INC	179089	05/04/15	1,200.00
19725	VERIZON WIRELESS	179090	05/04/15	2,787.22
23766	WASHER SYSTEMS OF IOWA	179091	05/04/15	206.98
28806	WASTE CONNECTIONS, INC.	179092	05/04/15	48.00
27620	WAYNE DENNIS SUPPLY CO.	179093	05/04/15	266.97
20725	WEST DES MOINES COMM EDU	179094	05/04/15	115.00
29050	WEX BANK	179095	05/04/15	1,010.41
29807	WILLITS/VERNON	179096	05/04/15	1,000.00
21360	WITTSTOCK/DUANE	179097	05/04/15	122.30
26820	YEAGER/LE MAR	179098	05/04/15	1,750.00
FIRST NATIONALBANK				620,533.47 ***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
1NAT FIRST NATIONALBANK					
90023	ARNOLD MOTOR SUPPLY,LLP	8564	05/04/15	705.32	
90068	BAUER BUILT	8565	05/04/15	672.19	
90026	BENJAMIN/SUZANNE	8566	05/04/15	4,545.00	
90029	BROWN TRAFFIC PRODUCTS	8567	05/04/15	920.00	
90035	CITY OF CLIVE	8568	05/04/15	4,667.60	
90077	ESHELMAN/JERRY	8569	05/04/15	1,085.00	
90159	HENNING/CLAUDIA	8570	05/04/15	6,685.00	
90053	IOWA COMMUNITIES	8571	05/04/15	4,752.04	
90148	KELTEK INC	8572	05/04/15	467.00	
90104	MID IOWA PETROLEUM SVCS,	8573	05/04/15	385.56	
90087	MIDWEST WHEEL	8574	05/04/15	1,592.57	
90110	NAPA	8575	05/04/15	11.77	
90089	OUTDOOR RECREATION PRODU	8576	05/04/15	2,429.00	
90002	WEST BANK, HUMAN SVCS	8577	05/04/15	3,151.79	
90128	WITTGRAF/JASON	8578	05/04/15	55.50	
FIRST NATIONALBANK				32,125.34	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
70018	ABC ELECTRICAL CONTRACTO	178886	05/04/15	8,655.54
70018	ABC ELECTRICAL CONTRACTO	178887	05/04/15	369.96
70195	ACTION PRINT	178888	05/04/15	483.47
70055	AMERICAN CONCRETE	178889	05/04/15	830.25
70158	ARAMARK UNIFORM SERVICES	178890	05/04/15	1,056.73
70119	ARROW STAGE LINES	178891	05/04/15	2,370.00
70071	AUTOMATIC DOOR GROUP INC	178892	05/04/15	430.00
70017	CAPITAL SANITARY SUPPLY	178893	05/04/15	2,533.22
70008	COMPETITIVE EDGE	178894	05/04/15	99.50
70117	DES MOINES ASPHALT & PAV	178895	05/04/15	77.77
70117	DES MOINES ASPHALT & PAV	178896	05/04/15	14,197.27
70117	DES MOINES ASPHALT & PAV	178897	05/04/15	103,490.15
70009	ELECTRONIC ENGINEERING	178898	05/04/15	1,288.15
70067	EXCEL MECHANICAL, INC.	178899	05/04/15	11,716.20
70020	FELD FIRE	178900	05/04/15	96.50
70142	FLINT TRADING INC	178901	05/04/15	249.04
70068	FREEDOM TIRE	178902	05/04/15	1,553.40
70039	G&L CLOTHING	178903	05/04/15	1,254.71
70161	GALLS LLC	178904	05/04/15	220.21
70062	HOWARD R. GREEN CO.	178905	05/04/15	2,810.18
70062	HOWARD R. GREEN CO.	178906	05/04/15	4,524.00
70062	HOWARD R. GREEN CO.	178907	05/04/15	2,934.00
70062	HOWARD R. GREEN CO.	178908	05/04/15	35,545.83
70062	HOWARD R. GREEN CO.	178909	05/04/15	15,627.72
70062	HOWARD R. GREEN CO.	178910	05/04/15	991.50
70090	INGERSOLL-RAND CO	178911	05/04/15	225.63
70090	INGERSOLL-RAND CO	178912	05/04/15	540.83
70167	JOHN DEERE LANDSCAPES	178913	05/04/15	143.08
70178	LANGUAGE LINE SERVICES	178914	05/04/15	253.30
70006	LOGAN CONTRACTORS SUPPLY	178915	05/04/15	5,939.81
70078	METRO WASTE AUTHORITY	178916	05/04/15	26,259.00
70010	O'HALLORAN INTERNATIONAL	178917	05/04/15	1,227.08
70107	O'REILLY AUTOMOTIVE, INC	178918	05/04/15	186.75
70076	PRAXAIR	178919	05/04/15	488.21
70215	REAMS SPRINKLER SUPPLY	178920	05/04/15	279.94
70262	RELIABLE PROPERTY SERVIC	178921	05/04/15	9,649.57
70189	ROCKMOUNT RESEARCH ALLOY	178922	05/04/15	776.52
70057	SNYDER & ASSOCIATES	178923	05/04/15	3,093.00
70057	SNYDER & ASSOCIATES	178924	05/04/15	603.00
70026	STIVERS FORD	178925	05/04/15	6,431.69
70255	STRAUSS SAFE AND LOCK CO	178926	05/04/15	1,831.19
70016	TEAM SERVICES	178927	05/04/15	151.75
70016	TEAM SERVICES	178928	05/04/15	49.25
70156	THOMSON REUTERS-WEST PAY	178929	05/04/15	191.93
70013	TRANS IOWA EQUIPMENT CO	178930	05/04/15	471.60
70014	WATERLOO TENT & TARP CO	178931	05/04/15	304.20
70051	WORLDPOINT ECC, INC.	178932	05/04/15	185.95
70037	WRIGHT OUTDOOR SOLUTIONS	178933	05/04/15	333.00

BANK	VENDOR	CHECK#	DATE	AMOUNT	
1NAT FIRST NATIONALBANK					
70188	ZEE MEDICAL SERVICE INC	178934	05/04/15	117.45	
70002	ZOLL MEDICAL	178935	05/04/15	778.05	
FIRST NATIONALBANK				273,917.08	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
1NAT FIRST NATIONALBANK					
28720	STATE SAVINGS BANK	178885	04/30/15	14,955.04	
FIRST NATIONALBANK				14,955.04	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
1NAT FIRST NATIONALBANK					
26391	UNION PACIFIC RAILROAD	139624	04/20/15	3,555.00	
FIRST NATIONALBANK				3,555.00	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
1NAT FIRST NATIONALBANK					
90015	EMC RISK SERVICES	800598	04/16/15	50,293.87	
FIRST NATIONALBANK				50,293.87	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
1NAT FIRST NATIONALBANK					
29800	MICROSOFT CORPORATION	8563	04/08/15	8,346,740.00	
FIRST NATIONALBANK				8,346,740.00	***

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Liquor Licenses **DATE:** May 4, 2015

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. Biaggi's Ristorante Italiano, LLC d/b/a Biaggi's Ristorante Italiano, 5990 University Avenue - Class LC Liquor License with Carryout Wine, Sunday Sales and Catering Privileges - Renewal
2. China Jade, Inc. d/b/a China Jade, 5002 EP True Parkway - Class BB Beer Permit with Sunday Sales - Renewal
3. Fareway Stores, Inc. d/b/a Fareway Store #153, 329 Grand Avenue - Class LE Liquor License with Carryout Wine and Carryout Beer - New
4. Kinseth Hotel Corporation d/b/a Hampton Inn, 6160 Mills Civic Parkway - Class BW Permit with Carryout Wine, Sunday Sales, Living Quarters, and Outdoor Service - New
5. Kinseth Hotel Corporation d/b/a Homewood Suites, 6220 Stagecoach Drive - Class BW Permit with Carryout Wine, Sunday Sales, Living Quarters, and Outdoor Service - New
6. Hy-Vee, Inc. d/b/a Hy-Vee Ankeny #2, 1415 28th Street (Simpson College Continuing Education Event) - 5-Day Class BW Permit - Effective May 14-18, 2015
7. Hy-Vee, Inc., d/b/a Hy-Vee Clubroom, 555 South 51st Street, Clubroom Area - Class BW Permit with Sunday Sales - Renewal
8. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - May 20-21, 2015
9. St. Francis of Assisi Roman Catholic Church d/b/a St. Francis of Assisi Church, 7075 Ashworth Road - Class BW Permit with Sunday Sales - New
10. T-Bowl Investments Inc. d/b/a Val Lanes Recreation Center, 100 Ashworth Road - Class LC Liquor License with Sunday Sales - Renewal
11. Willow Creek Golf Course, Inc. d/b/a Willow Creek Golf Course, 140 Army Post Road - Class LC Liquor License with Sunday Sales, Living Quarters, and Outdoor Service 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	RTJ

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Extended Sound Permit
Dowling Catholic High School Outdoor Concert

DATE: May 4, 2015

FINANCIAL IMPACT: None

BACKGROUND:

On June 28, 2010, the City Council approved several amendments to the Noise Control Ordinance including the provision that City Council approval is required for any sound permit issued for an event going past 10:00 P.M.

Dowling Catholic High School has submitted a sound permit application for an outdoor music concert from 7:00 p.m. to 10:30 p.m. (at the latest), on Friday, May 8, 2015, on their property located at 1600 Buffalo Road.

This sound permit request was forwarded to the West Des Moines Police Department for their review and they have no objections to this request. As this request is being proposed to end at 10:30 p.m., City staff is forwarding this to the City Council for review and approval. Dowling Catholic High School has been requesting sound permits since 2001 with no issues being reported.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Extended Sound Permit Request made by Dowling Catholic High School

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	

SOUND PERMIT FEES
- 1-48 hrs event = $22.00
- 2-7 days event = $44.00
- Multiple events in one calendar year = $82.50

The City Council MUST approve any sound permit request that extends past ten o'clock (10:00) P.M.

Permit Applications received less than two (2) weeks before the event MAY NOT be processed by the City in time for the event

CITY OF WEST DES MOINES
SOUND PERMIT
For the Amplification of a Live Performance

*Denotes required field

Today's Date April 8, 2015 Fee Received: _____ Permit No. _____

*Applicant's Name: Dowling Catholic High School *Phone No. 222-1078

*Applicant's Complete Address (include city/state/zip): 1400 Buffalo Road, WDM, IA 50265

*Applicant's E-mail Address: jferguso@dowlingcatholic.org

Have you, the applicant, ever been cited for a violation of the West Des Moines Noise Ordinance? Y/(N)

If yes, explain: _____

*Property owner name: Dowling Catholic High - President Jerry Deegan

*Property owner address: 1400 Buffalo Rd.

I, the undersigned, hereby acknowledge and certify that I am the record fee title holder of the property for which this sound permit is requested, and I hereby consent to this application for a sound permit, for the amplification of a live performance, as described on this application.

[signature] 5/1/15

*Property Owner Signature Date

Address of proposed activity: 1400 Buffalo Rd

(If located in a City park, please include the name of the park)

*Describe proposed activity, including EVENT AND MUSIC START AND ENDING TIME(S) AND DATE(S) and number of people attending: Outdoor student concert, amplified music from 7pm to 10pm on May 8th. Permit application is in case music should go past 10:00 but absolutely no later than 10:30

*How will the parking for this event be handled? on site, no street parking needed

Please refer to Page 2, Paragraph J of this application form regarding wattage requirements for the proposed sound equipment as a sound permit may not be deemed necessary.

***Attach an 8½" x 11½" sketch plan of the proposed layout of the sound amplification equipment, including the orientation to and approximate distances from the adjoining properties.**

*Have the adjoining property owners/residents been notified of the event for which this permit is requested? Y/(N)

If so, please list addresses notified (attach additional sheets if necessary): _____

*Describe what measures will be taken, if any, to minimize the effects of this performance on surrounding property owners. Music projected away from homes, toward the south.

Provide any additional information that pertains to this application for a Sound Permit.

Permit has been approved for the last 15 years.

APPLICANT'S CERTIFICATION - I hereby certify under penalty of perjury that the statements furnished including the drawing, present all information required for this application, and that the facts, statements and information presented are true and correct, and based upon my personal knowledge. I hereby acknowledge my obligation to comply with the West Des Moines Municipal Code as it pertains to this activity and to obtain any and all necessary City, County, State and Federal permits, approvals and/or clearances, if applicable. Further, I hereby certify that I have read, understand and have received a copy of the conditions for the operation of the Sound Permit, and hereby agree to comply with such conditions. I also understand that should I fail to comply with the agreed upon conditions, my permit may be immediately revoked and that all other applicable penalties, including criminal prosecution may be pursued.

Jeff Ferguson 5-1-15

*Applicant's Signature Date

FOR STAFF USE ONLY

APPROVAL OF SOUND PERMIT

Approved by:_____ Date:

City Council Approval Date:

This sound permit is approved subject to the following exhibits and conditions.

Exhibits:

Conditions:

Expiration Date:

DENIAL OF SOUND PERMIT

Denied by:_____ Date:

This sound permit is denied based upon the following findings.

Findings:

Copies of this permit have been distributed to the following departments:

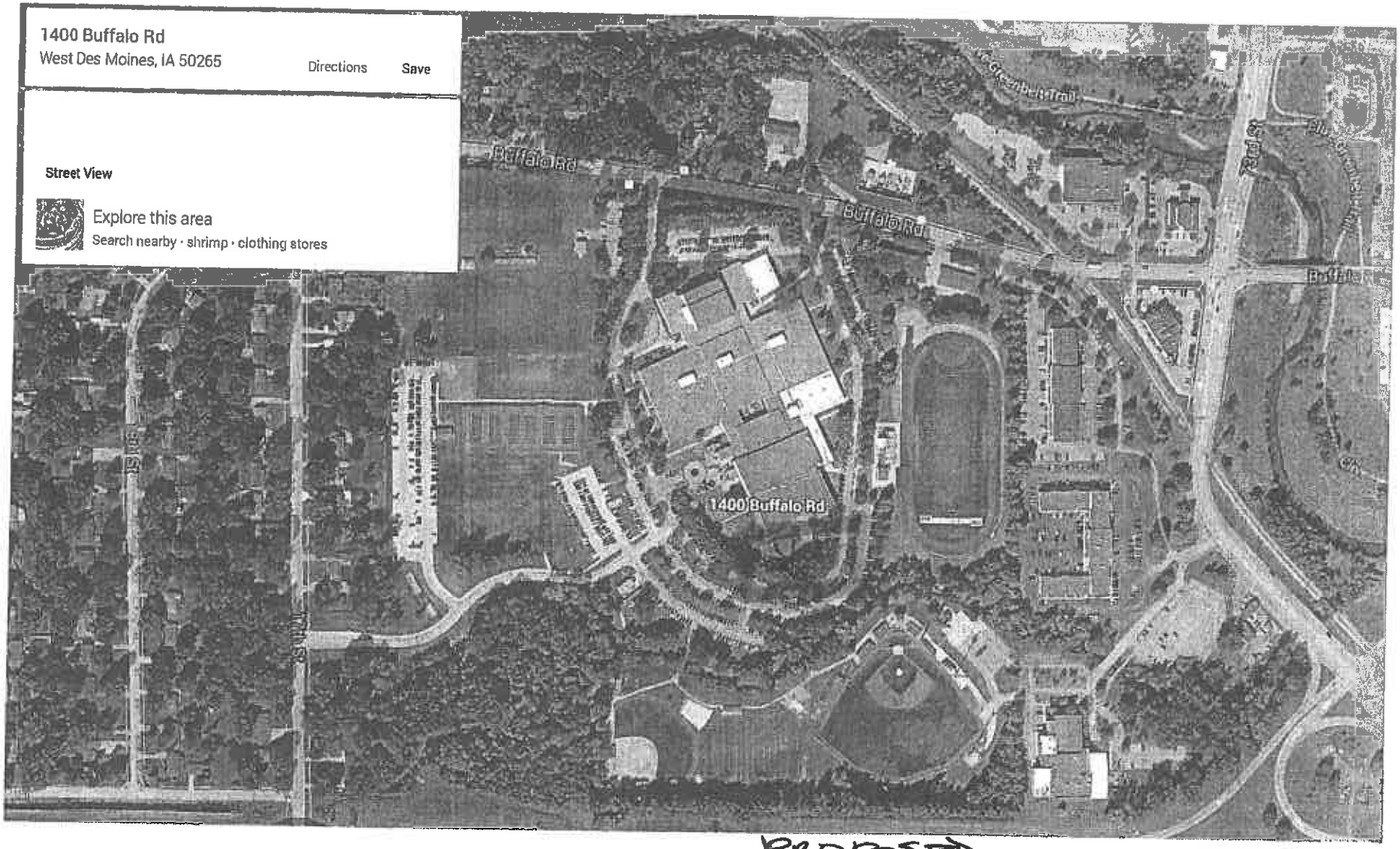
- ☐ Development Services Department
- ☐ City Clerk's Office
- ☐ Police Department
- ☐ Parks and Recreation Department

1400 Buffalo Rd
West Des Moines, IA 50265

Directions Save

Street View

Explore this area
Search nearby · shrimp · clothing stores



* PROPOSED CONCERT / EVENT SPACE

Imagery ©2014 Google, Map data ©2014 Google 200 ft

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Motion – Approval of Application for Bravo Cultural Enrichment Grant

DATE: May 4, 2015

FINANCIAL IMPACT: This grant, if approved by Bravo Greater Des Moines, would provide $3,500 of the $7,000 needed to conduct the Jeff Boshart special art project to be held this fall. The remaining $3,500 would come out of the Public Art Fund.

SYNOPISIS: The West Des Moines Public Art Advisory Commission has an interest in supporting unique and interesting projects and events related to the education, promotion and implementation of Art. We are seeking approval to apply for a $3,500 Bravo grant to help support a special art project this fall.

BACKGROUND: In 2011 the City Council of West Des Moines established the West Des Moines Public Arts Commission. The Commission is charged with the oversight, guidance and implementation of the public arts program for the City of West Des Moines. The Commission is supported and guided by West Des Moines Parks and Recreation staff.

One of the goals the WDM Public Arts Commission is to involve the community directly through participation in the public art processes and through community engagement. Several Commission Members and Staff attended the Iowa Public Art Network Conference in Dubuque last year. The conference was well received and one idea or challenge taken away from the conference was how we involve the youth when incorporating art into our community. Mr. Jeff Boshart was a presenter at the conference and after listening to his presentation and visiting with him, staff contacted him for some ideas and a proposal.

On January 22, 2015, The Public Arts Advisory Commission approved a unique project or workshop to support this goal. The workshop involves Mr. Jeff Boshart and approximately twenty five junior high students for a period of three to seven days.

Day one starts off with a brief lecture about the process so the students can be introduced to the aesthetics and the planning process. This is followed by the designing and the creation of a model made out of balsa wood sticks which is very unique. The students get hands on experience on designing the piece of art. Mr. Boshart carefully coordinates this process to ensure proper procedures and protocols are followed to ensure safety and reach the desired outcome. The next few days are spent creating welded steel sub-units and perhaps some preliminary assembly. The final days are spend on finishing the assembly and the installation of the sculpture plus securing it to the site. If color is warranted, that adds another two days to prime and paint the sculpture. The scope is entirely dependent on our goals and resources.

The Public Art Advisory Commission and the Parks and Recreation Staff will need to determine the location for this project in the very near future. The project is expected to take place in September or October. The piece is temporary and will be removed at a later date.

The first three pages of the Bravo application, budget summary and artist statement are attached.

OUTSTANDING ISSUES: None

RECOMMENDATION: Motion to approve the application for a Bravo Grant.

Lead Staff Member: Greg Hansen, Superintendent of Recreation

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

Bravo Greater Des Moines
FY16 Cultural Enrichment Grant (CEG) Application Questions

Prior to completing this application, please see the FY2016 Cultural Enrichment Grant Guidelines available at: http://www.bravogreaterdesmoines.org/grants/cultural-enrichment-grant/

NOTE: All applications must be submitted online through SurveyMonkey. This copy of the application questions is intended as a resource to help applicants prepare answers before beginning work in the survey tool, but applications should not be submitted in this format.

We strongly encourage all applicants to complete the application responses here before beginning the online application, then copy/paste your responses into the online format. This will be the only way to guarantee that you have a copy of your answers before the application is submitted. You will be unable to print a copy of your completed application after you have submitted it and if there are technical difficulties during submission, Bravo will have no way of recovering partially completed applications.

We recognize that not every organization will be able to accurately and accountably provide the level of detail requested in the application. Please only report information for which you have a high degree of confidence and ability to support. You are encouraged to use the narrative sections to help fully explain your organization's impact.

SECTION 1: GENERAL INFORMATION

Applicant Information

Is organization a new or returning applicant? *(Applicants are considered new if they did not receive a Bravo CEG award in FY15.)*	X	New		Returning

Please list the city/area where the organization's main administrative offices are located (*New Applicants Only*):
West Des Moines, IA

Please describe the geographic area where the majority of the organization's programming occurs (*New Applicants Only*):
West Des Moines, IA (programs and facilities are open to non-residents)

The majority of organization's programming offered *(select only one)*: (New Applicants Only)					
x	Year-round		Seasonally		As part of an Annual Event

Contact Information

Contact Person Name:	**Greg Hansen**
Organization Legal Name:	**City of West Des Moines, Parks and Recreation Department**
Organization Mailing Address:	**4200 Mills Civic Parkway, P.O. Box 65320**
City	**West Des Moines**
State	**Iowa**
Zip	**50265-0320**
Contact Person E-Mail:	**greg.hansen@wdm.iowa.gov**
Contact Person Phone:	**(515)222-3448**
Employer Identification Number (EIN):	**42-6005359**

Grant Request

Grant Amount Requested for FY16 (July 1, 2015 – June 30, 2016):	$ 3,500.00
NOTE: Although there is no limit on the amount of funding an organization can request, grant award amounts are typically 5 percent or less of the recipient organization's operating expenses, based on the current fiscal year.	

Organization Information

The organization's primary purpose must be arts, culture, and/or heritage in nature, providing for the enlightenment and entertainment of the public through the production, presentation, exhibition, advancement, or preservation of one or more of the disciplines listed below *(select up to 2)*:

	Architecture	x	Art		Botany		Cultural Heritage
	Dance		Music		Natural History		Opera
	Regional History		Science		Theatre		Zoology
x	Other *(please describe)*: leisure, recreation, open space management, land and water stewardship						

Organization Status

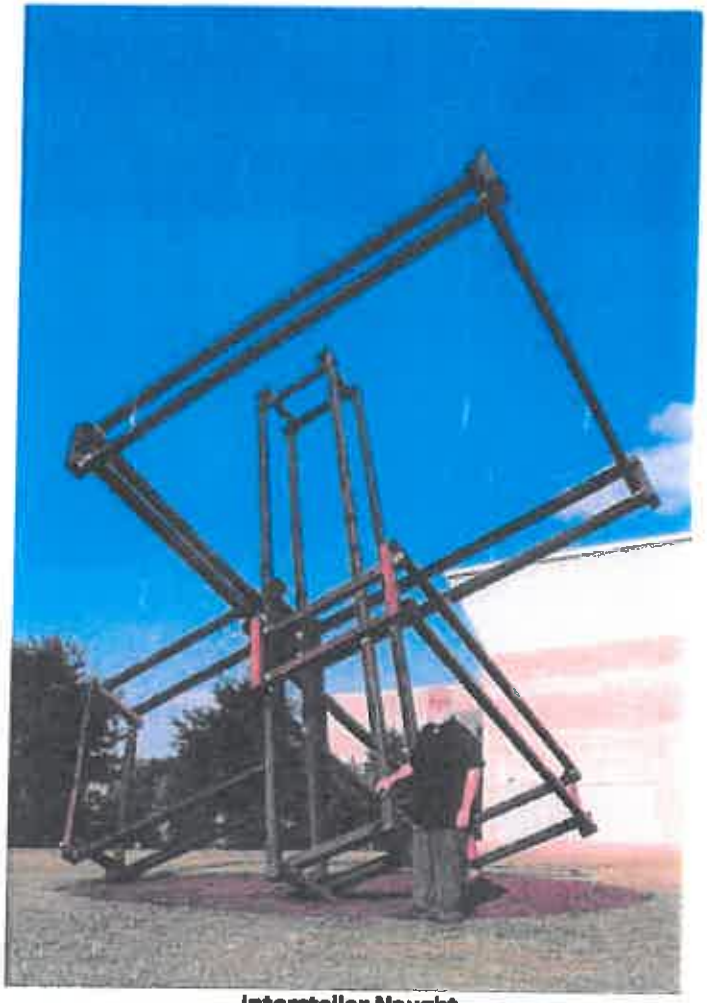
Is organization a 501(c)(3) non-profit?		Yes	x	No
If yes, provide effective date *(day, month and year)* of exemption:				
Is organization an agency of local government?	x	Yes		No
If yes, provide name of local government:	**City of West Des Moines**			
Is organization sponsored by a fiscal agent?		Yes	x	No
If yes, provide name of fiscal sponsor and length of sponsorship				

Does the organization have a mission statement?	x	Yes		No
If yes, please provide:				
We provide our community everyday enjoyment through people, parks and programs.				

Please describe the general operations or programming of the organization (*1000 characters maximum, including spaces*).
The Parks and Recreation Department operates and maintains just over 1,269 acres of parkland consisting of parks special use facilities, a natural area, greenways and 51 miles of multi-purpose trails. The department provides a wide variety of recreational services, community center, softball complex, two outdoor aquatic centers, spray grounds, and a nature lodge. Program areas include adult sports, aquatics, fitness youth, seniors and cultural arts. The department also manages the City's Public Art Program.

Jeff Boshart-Charleston, IL
Temporary Art Project
Fall 2015

	3-day w/o assistant	3-day w/assistant	7-day w/o assistant	7-day w/assistant
Lodging	$ 500.00	$ 500.00	$ 750.00	$ 750.00
Food	$ 200.00	$ 400.00	$ 300.00	$ 600.00
Balsa Wood	$ 100.00	$ 100.00	$ 100.00	$ 100.00
Glue	$ 20.00	$ 20.00	$ 20.00	$ 20.00
Paper	$ 20.00	$ 20.00	$ 20.00	$ 20.00
Utility Knives	$ 10.00	$ 10.00	$ 10.00	$ 10.00
Steel Tubing	$ 2,200.00	$ 2,200.00	$ 2,200.00	$ 2,200.00
Welding Supplies	$ 100.00	$ 100.00	$ 100.00	$ 100.00
Site Ancors	$ 90.00	$ 90.00	$ 90.00	$ 90.00
Paint			$ 400.00	$ 400.00
Welding Assistant Stipend		$ 750.00		$ 750.00
Jeff Stipend	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00
TOTAL	$ 4,240.00	$ 5,190.00	$ 5,990.00	$ 7,040.00



Interstellar Naught
Art on the River Public Art Display, Dubuque, IA

Artist's Statement

for

Jeff Boshart

I am a sculptor and an educator who teaches sculpture at Eastern Illinois University. My job involves introducing students to the history and contemporary issues in sculpture as well as demonstrating how and why artists create or invent. This, in turn, gets reflected in my own philosophies and artwork.

I also deal with various materials, tools and how to use them appropriately and safely. These classroom projects build a very basic working knowledge of woodworking, metalwork/welding and casting skills. Most recently I have been demonstrating to students that a good basic utilization of the elements of design and principles of organization, along with solid craftsmanship, can make a simple idea work effectively; that honesty and integrity in the process and materials can make simple objects more aesthetically interesting and marketable in a contemporary gallery setting.

Professionally, I enjoy doing large-scale, site specific, temporary, sculpture installations. These typically involve a lot of planning, literally tons of materials and access to acres of land. I don't get the opportunity to do sculptures like this every day so I have had to re-examine my approach to the profession. Most recently I have engaged my students by having them develop models (or maquettes) that physically express the idea of a large sculptures on a smaller scale and then select one for realization outside the sculpture studio for campus consumption.

Bits and pieces have always fascinated me. I delight in finding a small part of something and letting my imagination play, interjecting formal academic aspects of three dimensional design and composition that result in the object being elevated from the ordinary. I often think of myself as a sort of shaman who can extend the useful life of objects, taking them from the utilitarian, work-a-day world and re-establishing them as objects worthy of reverence, at some level. If not a shaman, then perhaps an intermediary with some limited insight.

As I have gotten older, it has become less important that my artwork always fit into a specific niche. As a young artisan I always thought my sculptures had to have a consistent thread running through them, either in the form, content, or intent. Nowadays I tend to go where the mood and materials take me. I am still very much a Constructivist at heart but I work at blending art and craft, distorting the lines of traditional classification. The term "Industrialism" might best describe my current aesthetic exploration but I think the term eclectic might be more honest. The next step in my maturation, I suppose, will be eccentricity and dementia.

I think an artist's body of work should be like what I've described above. Serious. Playful. Introspective. Contemplative. Exaggerated. It should represent a thoughtful blending of the elements of design and principles of organization. The content, or artist's intent, should be communicated clearly but yet not so simply as to take all of the fun out of the individual's personal interpretation. Nor should it be so complicated that the viewer never gets the message. Rather than worry about whether I am successful or not, I figure my obligation is to just keep making the artwork. I'll let some future critic figure out whether I was any good or not. Right now I'm just too busy working on my next project....

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Motion Approving Agreement for Purchase of Financial Software - New World Systems Corporation

DATE: May 4, 2015

FINANCIAL IMPACT: Total contracted cost of the software, including installation and training, is $518,000. Up to $550,000 was included in the approved FY 14-15 budget (account 0100.60.710.6.7190) for this purchase. Because timing of the project calls for a phased installation over approximately 12 months, not all funds will be spent during FY 14-15 and it will be asked at a later date for the remaining balance to be carried over and amended into the FY 15-16 budget. The contract also calls for annual payment $45,000 for five years through a standard software maintenance agreement, with those fees being waived for the first year.

BACKGROUND: The City's current financial system (ACS New Vision) has been operational since 1992. Due to its age, the system is limited in capabilities and abilities to provide flexible, updated, convenient financial information. It was determined by staff in 2013 to issue RFP for replacement of this system and funds have been budgeted accordingly. The replacement process has evolved as follows:

2013

- Replacement cost was estimated to be $500,000-$700,000 based on comparable installations and discussions with potential vendors.
- FY 13-14 approved budget contained $40,000 for consulting services needed to assess City's needs and assist with construction of the RFP and evaluation of the responses.

2014

- January 13, 2014 – Council approved hiring of ClientFirst as consultant for the project following a competitive RFP process.
- FY 14-15 approved budget contained $550,000 for purchase, installation, and training for replacement of system, including training and installation.
- After discussion with the City Manager's Office and Human Resources department, a replacement of the City's current Human Resources system was added to the scope of the RFP.
- With assistance from ClientFirst, City issued RFP for Financial System on August 5, 2014.
- Five responsive, responsible proposals were received and evaluated by ClientFirst and a staff committee consisting of three members of the Finance Department, two members from the IT Department, and one member from Public Works and Parks. The HR/Payroll system was evaluated by a committee of representatives from Human Resources and Finance.
- In October 2014 proposals were received and scored. After scoring, three were named as finalists – New World Systems, Tyler (Munis), and SunGuard.
- Full two day demonstrations were conducted by each of the finalist vendors through November and December 2014. Each of the demonstrations were attended by approximately 20 staff representing various departments.
- After evaluation and discussion of the systems, it was decided to remove the Human Resources/Payroll system replacement from the scope of work.

2015

- New World Systems was selected by staff and ClientFirst as most qualified proposer and they were asked to present a "final offer" along with a proposed scope of work and contract document. Their current pricing includes one-time project cost of $470,000, plus travel of approximately $48,000. Recurring annual licensing as proposed will be approximately $46,000.

If Council were to approve the contract, the project will commence immediately with the "go-live date" tentatively scheduled for July 1, 2016. Project duration and close out will take approximately 15 months. Related to the project, staff is planning to enlist the services of a project manager / consultant to assist in installation and training process. A proposed contract for these services is also on this Council agenda for approval under a separate agenda item.

RECOMMENDATION: Approve the proposed agreement with New World Systems Corporation and authorize the City's Finance Director and City Manager to execute the contract on behalf of the City.

Lead Staff Member: **Tim Stiles, Finance Director**

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	April 22, 2015		
Recommendation	Yes	No	Split

New World Systems
The Public Sector Software Company

Document Number: W.DES 15L1D

STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

May 5, 2015

This *Standard Software License and Services Agreement* which includes the attached Exhibits and Appendix (**"this Agreement"**) is between **New World Systems® Corporation** (**"New World"**), a Michigan Corporation and the **City of West Des Moines, Iowa, ("Customer")**. This **Agreement** sets forth the terms and conditions under which **New World** will furnish the Licensed Products and will provide certain services described herein to **Customer**.

The attached Exhibits and Appendix include:

Exhibit AA	**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**
Exhibit A	**LICENSED STANDARD SOFTWARE AND FEES**
Exhibit B	**IMPLEMENTATION AND TRAINING SUPPORT SERVICES**
Exhibit C	**STANDARD SOFTWARE MAINTENANCE AGREEMENT**
Exhibit D	**NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**
Exhibit E	**DEMONSTRATION SITE DISCOUNT**
Exhibit F	**DATA FILE CONVERSION ASSISTANCE**
Exhibit G	**CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**
Exhibit H	**INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP SOFTWARE SPECIFICATIONS**
Exhibit I	**ESCROW OF SOFTWARE SOURCE CODE**
Exhibit J	**TRAVEL AND EXPENSE POLICY**
Exhibit K	**INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP SOFTWARE SPECIFICATIONS**
Appendix 1	**STATEMENT OF WORK**

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits and Appendix. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION	**CITY OF WEST DES MOINES, IOWA**
(New World)	**(Customer)**
By: _____	**By:** _____
Larry D. Leinweber, President	Authorized Signature Title
	By: _____
	Authorized Signature Title
Date: _____	**Date:** _____

The "Effective Date" of this **Agreement** is the latter of the two dates in the above signature block.

DEFINITIONS

The following terms as defined below are used throughout this **Agreement**:

1. ***"Authorized Copies":***
   Except as provided in subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
   (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this **Agreement**; and
   (ii) any additional copies made by **Customer** as authorized in subparagraph 1.2.
2. ***"An Authorized User":***
   Subject to the number of users specified in Exhibit A, any user that is licensed to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
3. ***"Computer":***
   The .NET Server(s) to be located at:
   City of West Des Moines
   4200 Mills Civic Parkway
   West Des Moines, IA 52065
   Customer shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation.
4. ***"Confidential Information"***:
   Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this **Agreement**, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
5. ***"Customer Liaison":***
   A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the Customer Liaison.
6. ***"Daily Rate":***
   As described in this **Agreement**, **New World** shall provide services to **Customer** at the rate of $1,120/day. The daily rate covers all hours worked by a **New World** employee per day on this project. The daily rate is protected for 12 months after the Effective Date, at which time the daily rate shall be the then-current **New World** daily rate.
7. ***"Delivery of Licensed Standard Software":***
   Licensed Standard Software will be delivered in a machine readable form to Customer via an agreed upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date.
8. ***"Development Software":***
   Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software when available.
9. ***"Installation of Licensed Standard Software":***
   Installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, upon the earlier of:
   (a) the transfer or loading of the Licensed Standard Software onto a **Customer** server or computer, or
   (b) thirty (30) days after delivery of the Licensed Standard Software.
10. ***"Licensed Custom Software":***
    Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
11. ***"Licensed Documentation":***
    New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
12. ***"Licensed Products":***
    The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
13. ***"Licensed Software":***
    The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
14. ***"Licensed Standard Software":***
    The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
15. ***"SSMA":***
    The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
16. ***"Travel Expenses":***
    All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including, but not limited to, airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses as described in Exhibit J. Said Exhibit may be changed from time to time in the course of **New World's** regular business operations.
17. ***"Travel Time":***
    Actual **New World** employee travel time billed at the Hourly Rate of $140/hour, up to, but not exceeding, four (4) hours per each trip relating to this project.
18. ***"Upgrades":***
    Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this **Agreement** and released after the execution of this **Agreement**.

GENERAL TERMS AND CONDITIONS

1.0 SINGLE USE LICENSE

1.1 **New World** grants **Customer** a perpetual nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer and only on an authorized workstation. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.

1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:

(i) Program libraries, either source or object code;
(ii) Operating control language;
(iii) Test data, sample files, or file layouts;
(iv) Program listings; and
(v) Licensed Documentation.

1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

2.0 OWNERSHIP

2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.

2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

3.1 **New World** provides software correction service and maintenance for the Licensed Standard Software during the term of **Customer's** SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

4.0 WARRANTIES

4.1 **New World** warrants, for Customer's benefit only, that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.

4.2 **New World** warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Standard Software provided hereunder.

4.3 **New World** warrants, for **Customer's** benefit only, that the items coded yes in the Response to Customer's RFP will be met as described in Exhibit K.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects. EXCEPT AS SPECIFICALLY

PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, **NEW WORLD** EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5.0 INSTALLATION AND TRAINING SUPPORT SERVICES

5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

6.0 CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES

The successful implementation of the Licensed Products into **Customer's** environment requires **Customer's** commitment to and cooperation in the implementation process. Accordingly, **Customer** hereby agrees to the following:

6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World. Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.

6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

(i) provide timely answers to **New World's** requests for information;
(ii) coordinate a mutually agreeable implementation and training schedule;
(iii) have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
(iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.

6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

6.5 **Customer** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.

7.0 BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES

7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this **Agreement**. To the extent **Customer** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement**, **New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, **New World** will notify **Customer** that the services are subject to additional charge(s).

7.2 If **Customer** wishes to add additional authorized users or Licensed Standard Software, **Customer** agrees to pay the additional License fees at the then current software prices in effect. SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional users and/or Licensed Standard software is added, or as specified in the future contract. With said payments, the license provided in Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified users.

7.3 **Customer** shall notify **New World** if additional authorized users need to be added to access the Licensed Software and will pay the additional authorized user fees promptly when invoiced.

7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World.**

8.0 NON-RECRUITMENT OF PERSONNEL

8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

9.0 CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT

9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.

9.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:

(i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.

(ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;

(iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;

(iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and

(v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

9.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

10.0 LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES

New World's entire liability and **Customer's** exclusive remedies are set forth below:

10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement, New World** will correct the defect so that it conforms to the warranties set forth in subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement, Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

10.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed the fees paid to **New World** up to the one-time project cost identified in Exhibit AA.

10.3 **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **Customer** by any third person, even if **New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage provided on behalf of **New World** has been exhausted.

10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

11.1 In addition to all other provisions provided under this **Agreement, Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

12.0 INDEPENDENT CONTRACTOR

12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.

12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

13.0 INSURANCE REQUIREMENTS

New World shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph.

13.1 **Workers' Compensation Insurance**: **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.

13.2 **Liability and Property Insurance – Comprehensive Form**: **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than $1,000,000 on account for each accident; and in an amount not less than $1,000,000 for each accident for damage to property.

13.3 **Automobile Liability Insurance**: **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than $1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than $1,000,000 for each accident; and in an amount not less than $1,000,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed $1,000,000.

14.0 DISPUTE RESOLUTION BY ARBITRATION

14.1 Any controversy or claim arising out of or relating to this **Agreement**, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in a good-faith effort to resolve any dispute or controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each party's home office location.

14.3 The arbitrator(s) shall have no power or authority to add to or detract from this **Agreement**. The arbitrator(s) shall have no authority to award damages over and above those provided for in this

Agreement and in any event shall not exceed the limitations set forth in subparagraph 10.2, even if the remedy or limitation of liability provisions set forth in this **Agreement** shall for any reason whatsoever be held unenforceable or inapplicable.

14.4 Subject to requirements of the FOIA and applicable state law, neither party nor the arbitrator(s) may disclose the existence or results of any arbitration hereunder, except if the arbitration results in a Court imposed judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record.

14.5 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.

14.6 In the event that a controversy or claim arising out of or relating to this **Agreement**, or breach thereof, is heard or otherwise prosecuted in court, the parties hereby unconditionally waive their respective rights to a jury trial of any such controversy or claim.

15.0 TERMINATION

15.1 **By Customer**: If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement, Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:

(i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;

(ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;

(iii) During the ninety (90) day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;

(iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.

15.2 **By New World**: If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities under this **Agreement,** including but not limited to those outlined in Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:

(i) The termination notice shall define the reason for termination;

(ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;

(iii) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;

(iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;

(v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.

15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.

15.4 Upon termination, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement**.

15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.

15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

16.0 PATENT AND TRADEMARK INDEMNIFICATION

Notwithstanding the provisions of Subsection 10.2, **New World** agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing

of the Licensed Standard Software pursuant to this **Agreement,** provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by **New World.**

17.0 NOTICES

17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **Customer.**

17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):

New World Systems Corporation
888 West Big Beaver, Suite 600
Troy, Michigan 48084
Attention: President

18.0 GENERAL

18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**

18.2 This **Agreement** is governed by the laws of the State of Iowa and it shall be binding on the successors and assigns of the parties.

18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement.**

18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than two (2) years after date of discovery of the cause of action.

18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.

18.6 This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement.**

18.7 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the license and/or services described under this **Agreement**. To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **Customer** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase.

18.8 Other integrated licensed software and services from **New World** may be purchased by **Customer** under the terms and conditions of this **Agreement.**

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, and Third Party Products

DESCRIPTION OF COST		COST
A. LICENSED STANDARD SOFTWARE as further described in Exhibit A		$180,000
1. Licensed Standard Software	$267,000	
2. Less Demonstration Site Discount	(66,750)	
3. Additional BAFO Software Concession	(20,250)	
B. IMPLEMENTATION SERVICES		287,000
1. PROJECT MANAGEMENT as further described in Exhibit B		
2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B		
3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B		
4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B		
5. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F		
6. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G		
7. ADDITIONAL BAFO SERVICES CONCESSION ($11,550)		
C. SOURCE CODE ESCROW FEE as further described in Exhibit I		3,000
ONE TIME PROJECT COST:		**$470,000**
D. TRAVEL EXPENSES (Estimate) – billed as incurred		$48,000
E. STANDARD SOFTWARE MAINTENANCE SERVICES – as further described in Exhibit C		
F. SOURCE CODE ESCROW MAINTENANCE – as further described in Exhibit I		

PRICING ASSUMES CONTRACT EXECUTION BY MAY 8, 2015.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products

DESCRIPTION OF PAYMENT		PAYMENT
A. LICENSED STANDARD SOFTWARE		$180,000
1. Amount invoiced upon Effective Date (25%)	$45,000	
2. Amount invoiced upon delivery of Licensed Standard Software (25%)	45,000	
3. Amount invoiced upon installation of Licensed Standard Software (25%)	45,000	
4. Amount invoiced upon Go-Live of Financial Management Base Suite or 365 Days After the Effective Date, whichever comes first (25%)	45,000	
B. IMPLEMENTATION SERVICES		287,000
1. Amount invoiced upon Effective Date (20%)	$57,400	
2. Amount invoiced upon completion of Step 3 in SOW - Approve Project Plan (20%)	57,400	
3. Amount invoiced upon completion of Step 4 in SOW - Install the Standard Solution (20%)	57,400	
4. Amount invoiced upon completion of Step 7 in SOW - Conduct End User Training (20%)	57,400	
5. Amount invoiced upon completion of Step 8 in SOW - Conduct Go-Live (10%)	28,700	
6. Amount invoiced 90 days after Go-Live (10%)	28,700	
C. ESCROW		3,000
1. Escrow one-time setup fee – invoiced upon Effective Date	3,000	
	ONE TIME PAYMENTS:	**$470,000**

D. TRAVEL EXPENSES (*Estimate) $48,000*
(These expenses are billed as incurred)

1. 24 Trips are anticipated

E. STANDARD SOFTWARE MAINTENANCE SERVICES – as further described in Exhibit C

F. SOURCE CODE ESCROW FEES

1. Annual Administrative Fee – first year invoiced upon Effective Date $1,000
Subsequent year's Annual Administrative Fees will not increase
more than 5% over the previous year's fee.

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

License Fee for Licensed Standard Software And Documentation Selected By Customer:

LOGOS.NET STANDARD APPLICATION SOFTWARE[1,2,3]		
ITEM	**DESCRIPTION**	**INVESTMENT**
FINANCIAL MANAGEMENT		
1.	**Logos.NET Financial Management Base Suite** - General Ledger - Budget Management - Annual Budget Preparation - Accounts Payable - Revenue/Cash Receipting	$55,000
2.	**Logos.NET Additional Financial Management Software**	
	- Asset Management	8,000
	- Grant Management	8,000
	- Project Accounting	8,000
	- Misc. Billing & Receivables	8,000
	- Government (GASB) Reporting	16,000
	- Bank Reconciliation	6,000
	- Third Party Document Imaging Interface	8,000
3.	**Expanded Revenue Collections**	
	- Integrated Credit Card Processing E38	8,000
	- PC Cash Register Interface	8,000
4.	**Logos.NET Procurement Management Suite**	
	- Purchasing Base	16,000
	- Requisition Processing	8,000
	- Bid & Quote Management	8,000
	- Contract Accounting	8,000
	- Inventory Management	16,000
	SUB-TOTAL FINANCIAL MANAGEMENT MODULES	**$189,000**

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

eSUITE

5.	**eSuite Base Software**	$16,000
6.	**eFinance**	
	- eSupplier	9,000
	- eBid	9,000
	- eMiscellaneous Billing (Development)	9,000
	- ePayments	9,000
	SUB-TOTAL eSUITE SOFTWARE MODULES	**$52,000**

DECISION SUPPORT SOFTWARE

7.	**Decision Support Base Datamart[4] (Data Repository)**	$16,000
8.	**Finance Analytics**	
	- Includes 4 users	10,000
	SUB-TOTAL DECISION SUPPORT SOFTWARE MODULES	**$26,000**

AUTHORIZED USERS

9.	**Site License for up to 85 Authorized Users [5]**	Included
	NEW WORLD STANDARD SOFTWARE LICENSE FEE	**$267,000**
	LESS DEMONSTRATION SITE DISCOUNT	**(66,750)**
	ADDITIONAL BAFO SOFTWARE CONCESSION	**(20,250)**
	TOTAL SOFTWARE LICENSE FEE [6,7]	**$180,000**

Note: A Site License is included for this solution. This Site License entitles the City of West Des Moines to 85 authorized users for the Financial Management Standard Software licensed in Exhibit A. The Site License is available to only the affiliated Public Administration agencies within the City of West Des Moines. eSuite software licensing is unlimited.

ENDNOTES

[1] *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows 7 or greater with Internet Explorer (IE) 8 or greater is the required operating system and browser for all client machines.*

[2] *Servers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Windows Server 2008 (R2) or greater is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 (R2) or greater is required for the Database Server. Customers must also license the appropriate number of Microsoft Client Access Licenses (CALs) for license compliance.*

[3] *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*

[4] *New World supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however New World does not provide support for these tools and cannot guarantee compatibility.*

[5] *Additional cost per group of 5 for authorized users is $5,000.*

[6] *Prices assume that all software proposed is licensed.*

[7] *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

1. Project Management Services

New World shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

a) a summary level Implementation Plan;
b) a detail level Implementation Plan;
c) revised Implementation Plans (if required);
d) monthly project status reports; and
e) project status meetings
   - a project review (kickoff) meeting at **Customer's** location
   - progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
   - a project close-out meeting at **Customer's** location to conclude the project.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 15 months after the Effective Date.

2. Implementation and Training Support Services

Based on the Licensed Standard Software listed on Exhibit A, up to 75 days of **New World** implementation and training support services have been allocated for this project. Excess services requested shall be billed at the Daily Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

a) implementation of each package of Licensed Standard Software; and
b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software; and
c) In addition to the 75 days of implementation and training services, 25 additional days have been allocated to provide high-level Consulting services, as determined by mutual agreement of the **Customer** and **New World** project managers, for any of the following activities:
   - Enterprise-wide requirements analysis and gathering services focused on identifying and answering organization-critical questions,
   - Synthesis of findings, identifying targeted key solutions to be implemented across customer organization,
   - Determination of most efficient and effective work flows and business processes for each package of licensed standard software,
   - Design, development and/or configuration on key solutions in base software reporting package, through Business Analytics, Dashboards or agreed-to customized Datamart Reporting,
   - Effective deployment of agreed-to solutions, employing the work flow and business process configurations to support improved decision-making and long-term planning.

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

a) Payment Processing Interface: includes 1 Positive Pay and 1 ACH/Direct Deposit Transmittal Export, and 1 Payment (Check/EFT) Reconciliation Transmittal Import
b) Third Party Document Imaging Interface
c) G/L Entries & Recurring Entries Import
d) Service Banks Interface
e) Bank Statement Download Interface
f) Credit Card Download Interface
g) P-Card Download Interface
h) External Budget Acquisition Interface

4. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **Customer's** Logos.NET server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

a) Hardware Quality Assurance Services (Standard Environment):
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of **New World** Application Servers
- Install Operating System and Apply Updates
- Install SQL Server and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Install Anti-Virus Software and Configure Exclusions
- Install Automated Backup Software and Configure Backup Routines
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

5. Additional Services Available

Other **New World** services may be required or requested for the following:

a) additional software training;
b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
c) **New World** consultation with other vendors or third parties;
d) modifying the Licensed Standard Software;
e) designing and programming Licensed Custom Software; and
f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Daily Rate).

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer** sets forth the standard software maintenance support services provided by **New World**.

1. SSMA Period

This SSMA shall remain in effect for a term of five (5) years (the SSMA term) beginning on the delivery of Licensed Standard Software ("Start Date") and ending on the same calendar date at the conclusion of the SSMA term. **New World** shall provide **Customer** no-charge SSMA for a period of 365 days from the Start Date.

2. Services Included

New World shall provide the following services during the SSMA term.

a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);

b) temporary fixes to Licensed Standard Software (see paragraph 6 below);

c) revisions to Licensed Documentation;

d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and

e) invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Daily Rate.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, or for prior releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the Daily Rate.

4. Billing

Maintenance costs will be billed annually.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software in Production

If, after Customer has cutover to live production use of the Licensed Standard Software, **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in this Agreement and the then-current **New World** user manuals, **Customer** shall notify **New World** by phone, in writing, by email, or through the **New World** support website, that there is a claimed defect and specify what it believes to be defective.

Documented examples of the claimed defect must accompany each notice. **New World** shall review the documented notice and when system operation, a feature or report, or any other feature or function of the Licensed Standard Software does not conform to the published specifications, **New World** shall provide software correction service at no charge. (See Section 4.0 ("Warranties and Representations") of the Agreement for the **New World** warranties provided). A custom request for change to Licensed Standard Software to include functionality which is not part of the software design, is handled as a billable Request For Service (RFS) (see Exhibit B – Project Management, Installation and Training Support Services and Fees, paragraph 5).

Customer may submit software enhancement suggestions for **New World** to consider. If **New World**, at its discretion, decides to add a software feature as a result of **Customer's** software enhancement suggestion, the feature will be added as Licensed Standard Software and there will be no additional charge.

During the term of this SSMA, and only after Customer has cutover to live production use of the Licensed Standard Software, **New World** shall furnish error, defect, fault, performance degradation, operation or malfunction correction in accordance with the Priority Categories below, based on **Customer**'s determination of the severity of the error defect, fault, performance, operation or malfunction and **New World**'s reasonable analysis of the priority of the Error, defect, fault, performance degradation, operation or malfunction.

(a) **Priority 1**: *An Error, defect, fault, performance degradation, operation or malfunction which renders the Licensed Standard Software inoperative; or causes the Licensed Standard Software to fail catastrophically.*

After initial assessment of the Priority 1 Error, defect, fault, performance degradation, operation or malfunction by a **New World** Call Center analyst, if required, **New World** shall assign a qualified product technical specialist(s) within one (1) hour, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work continuously to make the correction, and shall provide ongoing communication to **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 1 event by **Customer**, **New World** shall offer to **Customer** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World**'s software.

The goal for correcting a Priority 1 event is 24 hours or less.

(b) **Priority 2**: *An Error, defect, fault, performance degradation, operation or malfunction which substantially degrades the performance of the Software, but does not prohibit **Customer's** use of the Licensed Standard Software.*

New World shall assign a qualified product technical specialist(s) within four (4) hours, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work diligently to make the correction, and shall provide ongoing communication to **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 2 event by **Customer**, **New World** shall offer to **Customer** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World**'s software. The goal for correcting a Priority 2 event is to include a correction in the next Licensed Standard Software release.

(c) **Priority 3**: *An Error, defect, fault, performance degradation, operation or malfunction which causes only a minor impact on the use of the Licensed Standard Software.*

New World may include a correction in subsequent Licensed Standard Software releases.

Customer may contact the following **New World** resources for management level issue resolution escalation:
Senior Director of Professional Services, Andrew Breeden
Vice President of Product Support, Erin Miller
Vice President of Product Vision, Brian Leary

The no-charge software correction service does not apply to any of the following:

a) situations where the Licensed Standard Software has been changed by any party other than **New World**;
b) situations where **Customer's** use or operations error causes incorrect, operation, performance, information or reports to be generated; and
c) requests that go beyond the scope of the Specifications set forth in this Agreement and the then-current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server(s)

New World agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A.

Annual Maintenance Cost	
Year 1	No charge
Year 2	$45,000
Year 3	45,000
Year 4	45,000
Year 5	45,000

For a comparable range of services, **New World** agrees that the increase in the annual maintenance cost for years 6 through 10 shall not exceed 5% per year over the prior year.

8. Non-Funding Provision

Assuming all Exhibit A and B products and services have been paid for, and after year two of the SSMA has been paid for and completed, in the event **Customer** does not appropriate funds to complete payments due under this SSMA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the **Customer** shall have given **New World** ninety (90) days written notice prior to the anniversary date that they are exercising the non-funding provision, and further provided that any other payments due to **New World** are fully paid, and further provided that **New World's** obligations and services under this SSMA shall also be terminated. Without **Customer's** fulfillment of the above provisions, **Customer's** obligation to pay **New World** the annual SSMA payments remains in effect through the expiration date of this SSMA **Agreement**.

EXHIBIT D
NEW WORLD SYSTEMS CORPORATION
NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World)** proprietary and/or confidential information.

Installed At: **City of West Des Moines**
Customer Name

Located At: **4200 Mills Civic Parkway**
West Des Moines, IA 50265

Authorized Signature of Customer:

Name (Please Print or Type)	Title	Signature

In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. Subject to FOIA and applicable state law, no copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:

   a) Program Libraries, whether source code or object code;
   b) Operating Control Language;
   c) Test or Sample Files;
   d) Program Listings;
   e) Record Layouts;
   f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
   g) All **New World** Product Bulletins and/or other **New World** Product related materials.

2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's** *Standard Software License and Services Agreement* with **New World**.

3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to **Customer** under the *Standard Software License and Service Agreement* between **Customer** and **New World**.

Agreed and Accepted by Third Party (Organization)

Organization: _____

By: _____

Title: _____

Date: _____

Agreed and Accepted by Third Party (Individual)

Individual: _____

By: _____

Title: _____

Date: _____

Accepted and Approved by New World Systems Corp.

By: _____

Title: _____

Date: _____

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

New World has provided **Customer** a significant discount in exchange for the privilege of using **Customer's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **Customer** agrees to act as a demonstration site for prospective **New World** customers. **Customer** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **Customer** is not necessarily endorsing the **New World** software and **Customer** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations. **New World** will provide **Customer** reasonable notice for preparation.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after the contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

1. General

   a) This conversion effort includes data coming from one unique data source, not multiple sources.
   b) No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Data cleansing, removal of duplicate records, and editing must take place by **Customer** prior to providing the data to **New World**

2. New World Responsibilities

   a) **New World** will provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
   b) **New World** will provide the data conversion programs to convert **Customers** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
   c) As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip for each application is a billable support trip, using standard Exhibit B daily billable rates, which is scheduled in conjunction with the delivery of the converted data to the **Customer**.
   d) **New World** will provide the **Customer** up to 3 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
   e) **New World** will provide the standard conversion record layouts to the **Customer** and convert the available data elements defined in the standard conversion record layouts.
   f) Up to seven years of historic data will be converted by **New World**.

3. Customer Responsibilities

   a) **Customer** will provide data in standard conversion record layouts as provided by **New World**. Submitted data files must include an accurate count of records contained in the files.
   b) Data will be submitted to **New World** in one of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel Spreadsheet, or an ASCII-format delimited text file. Data and databases will be transferred using the New World ftp site.
   c) **Customer** understands that files or tables containing less than 500 records or table entries will not be converted.
   d) As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one commitment exists for **Customer** commitment and **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.
   e) **Customer** agrees to promptly review conversion deliveries and signoff on both the conversion design document and on the final conversion after the appropriate review. Applying the converted data to the production (Live) environment will constitute conversion acceptance by **Customer**.
   f) If the **Customer** cannot provide data in the format defined in New World's standard conversion record layouts then **New World** will map the data to New World's standard conversion record layout at the Daily Rate. The **Customer** must provide complete file and field definitions for **New World** to map the data.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Only one data source for each of the following files to be converted:

Financial

-Asset Management (Fixed Assets)

-General Ledger/Budget History

EXHIBIT G
CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

1. Definition of Project

New World will provide the **Customer** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **Customer's** requirements. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)*(1)* procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the modifications/interfaces based on the revised estimate.

Capabilities included in the initial scope:

Custom Software/Interfaces

(1) Highline Interfaces (Description to be provided)

(2) Cartegraph Interfaces (Description to be provided)

(3) Energov Interfaces (Description to be provided)

(4) Fleet Management Interfaces (Description to be provided)

*With **New World** providing consultation, **Customer** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.*

2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of **New World's** Responsibility

This project includes the following activities to be performed by **New World.**

(1) Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.

(2) Preparation of Requirements Document (RD) to include:
- Detailed description of the required feature
- menu samples
- screen samples
- report samples

(3) Programming and programming test.

(4) Training, testing and/or other support services at the Daily Rate. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time.

For modification requiring over five (5) days of work, **New World** utilizes a design document procedure [see 2(b)*(1)* below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **Customer** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Implementation Schedule

	Activity	Targeted Time Period
(1)	Complete Design Review with **Customer** Staff. **Customer** agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2)	New World submits completed RD to **Customer.**	To be determined
(3)	RD is accepted and signed off by **Customer** (no programming will be done by **New World** until the formal sign-off and **Customer's** authorization to proceed in writing).	To be determined
(4)	**New World** completes programming from RD and provides modified software to **Customer**.	To be determined
(5)	Software Modification Acceptance Test based on RD.	To be determined

c) **Customer's** Responsibility

All **Customer** requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

EXHIBIT H
INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP SOFTWARE SPECIFICATIONS

For the applications licensed on Exhibit A, the **New World** Detail Response to the software specifications of **Customer's** RFP is incorporated in this **Agreement** by reference.

All items coded "Standard," "Standard Next," or "Report Writer" (as qualified) in the **New World** Detail Response to **Customer's** RFP Questionnaire will be provided to **Customer** through currently existing Exhibit A software capabilities, **Customer's** use of 3rd Party software, custom programming provided by **New World** and/or future enhancements to Exhibit A software provided under Exhibit C. Items that are qualified, or coded as requiring modification, may be provided using Exhibit B support services at the then current daily rates.

If the terms and conditions of the **New World** Detail Response to the specifications of the RFP and this **Agreement** are in conflict, the governing terms and conditions shall be this **Agreement**.

If **Customer** has not licensed the software on Exhibit A to meet a software specification, then that specification shall not apply in any acceptance test and/or to fulfill the above criteria.

EXHIBIT I
ESCROW OF SOFTWARE SOURCE CODE

So long as **Customer** pays the applicable fees as described in Exhibit AA, **New World** stipulates that the source code for the Licensed Standard Software, together with the related Documentation as it is or becomes available, will be deposited in an escrow account maintained at a suitable Agent pursuant to an agreement between the Agent and **New World** (the "Escrow Agreement").

New World will from time to time deposit into the escrow account copies of source code for Releases and Versions of the Licensed Standard Software and related Documentation.

New World or **New World's** trustee in bankruptcy shall authorize the Agent to make and release a copy of the applicable deposited materials to **Customer** upon the occurrence of any of the following events: (i) The existence of any one or more of the following circumstances uncorrected for more than thirty (30) days: entry of an order for relief under Title 11 of the United States Code; the making by **New World** of a general assignment for the benefit of creditors; or action by **New World** under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; unless within the specified thirty (30) day period, **New World** provides to **Customer** adequate assurances, reasonably acceptable to **Customer** of its continuing ability and willingness to fulfill its maintenance obligations under this **Agreement**, (ii) **New World** or its successor or assigns has ceased its on-going business operations or that portion of its business operations relating to the sale, licensing and maintenance of the Software.

In the event of release under this **Agreement**, **Customer** agrees that it will treat and preserve the deposited materials as a trade secret of **New World** in accordance with generally accepted standards utilized to safeguard trade secrets against unauthorized use and disclosure. This means their use is for internal processing needs only and no additional copies will be provided to any third parties.

EXHIBIT J
TRAVEL POLICY

REIMBURSEMENT OF EMPLOYEE BUSINESS EXPENSES

In order to comply with IRS and company policies, all expense reports must be properly documented. "Properly documented" means providing valid receipts, explanations and other information required by company policy. Expenses that are not properly documented will not be reimbursed. This policy is subject to change at New World's discretion without notice.

1. Receipts

In general: Original detailed receipts from third parties are required for all expenditures except mileage and per diem allowance. (Photocopies of receipts are not acceptable.) Examples of original receipts include: hotel bills, rental car receipts, receipts attached to airline tickets, detailed restaurant checks, and cash register receipts. Where expenses have been charged to a credit card, the original credit card voucher must be attached as well (Photocopies of vouchers are not acceptable.) A credit card voucher or statement alone is not sufficient for expense report purposes.

For air travel: Boarding passes, ticket stubs and travel agent itineraries must be submitted. If you paid for the airfare yourself, you must also submit your airline receipt and credit card voucher or other valid proof of payment. For E-tickets: although there is no ticket stub to turn in, please submit boarding passes, itineraries and all other documentation provided by the travel agent and airline.

For rental cars: The final rental contract receipt and credit card voucher must be submitted.

For restaurants: Tear-off tabs and handwritten receipts for cash will generally not be accepted if they exceed $25.

All receipts must clearly indicate: Seller's name/location, date, amount, method of payment, and a detailed description of charges. In those rare cases where you have lost a receipt or did not get one, provide the above information along with an explanation of why there is no receipt. Do not cross out or change any of the information on a receipt. If explanations are required, make them on a separate sheet or in a blank space on the receipt. Illegible or altered receipts will not be accepted. A substituted receipt will not be accepted. The Company will retain your original receipts and expense reports for at least a year, should you ever need access to them.

2. Business Purpose

Every reimbursable expenditure must have a business purpose associated with it. For travel related expenses, the nature of the trip should be clearly described on the expense report. Entertainment and employee relations expenses require the name of the prospect/Customer and the event, type of entertainment, location/establishment name, the number of people entertained, their names, and the business purpose. All other reimbursable expenses require an explanation of the business purpose or benefit of the expenditure.

Exhibit J / TRAVEL POLICY

Reimbursable Expenses

The following types of expenses are generally considered reimbursable:

1. Mileage

You will be reimbursed for the daily business use of your personal vehicle when such mileage exceeds your normal roundtrip commuting mileage.

> *Example: Susan Jones lives 20 miles from the office, making her normal roundtrip commuting mileage equal to 40. If she travels 50 miles to the airport on Monday, she will be reimbursed for 10 miles for that day (50 miles driven that day less her normal 40 mile daily commute).*

You will not be reimbursed for business mileage if the total distance driven is less than your normal commuting mileage on the days you drove. All approved miles traveled on a Saturday, Sunday or company holiday will be paid if you are on authorized company business that day.

The mileage reimbursement covers all variable vehicle expenses, including, but not limited to: gas, oil, tires, insurance, maintenance, licenses, depreciation, wear-and-tear, damage, deductibles, interest, loan or lease payments, replacement rental, liability, etc.

Employees are required to keep accurate records of their business mileage in accordance with IRS regulations. Those records must be made available to the company upon request.

Mileage Reimbursement Rates The costs of driving a vehicle vary depending on the number of miles driven and other factors. Certain costs, like fuel, depreciation, etc., increase with each additional mile driven. Other costs, like insurance, car payments, etc., stay about the same regardless of the number of miles driven and are personal costs, in large part. To address this, New World has two reimbursement mileage rates:

1. Under 400 Miles Per Week: For weeks where your reimbursable mileage is 400 miles or less, you will be reimbursed at the standard rate of $.43 per mile, or

2. Over 400 Miles Per Week: For weeks where your reimbursable mileage is more than 400 miles, you will be reimbursed at the standard rate of $.43 per mile for the first 400 miles; All miles driven in excess of 400 miles per week will be reimbursed at the high mileage rate of $.33 per mile.

2. Parking, Tolls, etc.

The company will reimburse you for parking, tolls, and certain other other fees associated with vehicle business travel that are not otherwise covered by the mileage reimbursement.

When parking overnight or longer, you must use the overnight, deck or long-term parking lots to avoid excessive parking costs. Any excessive parking expense will not be reimbursed.

3. Airfare

The authorized mode of air travel for company business in the United States is coach economy class. The company does not pay any premium or additional charge for first class or other upgraded service. Under current policy, you may choose to participate in Frequent Flyer programs as long as actual flights are chosen based on lowest fares, not maximizing personal mileage credits.

Air travel is not allowed to destinations that are within 200 miles of your home or local office or in any situation where it is more economical to drive rather than fly. All trips should originate from the major airport that is nearest to our local office (Detroit Metro for Troy office employees) unless it is less expensive to use a different airport.

You are expected to book airline reservations 14 days in advance if possible to take advantage of reduced rate fares. You're expected to accept the lowest fare with New World's preferred carrier, connecting flights, and alternative flights, which depart within 2 hours of your desired departure time. The recommendations of New World's Authorized travel Agent should normally be followed.

Air travel reservations must be booked through a company-approved travel agent who will bill New World directly for the expense. In certain rare cases reservations may be made directly with the carrier as a result of flight cancellations and necessary last minute changes in travel plans. In cases where you directly pay for air fare yourself you must obtain a detailed receipt and submit it for reimbursement along with your credit card voucher or other proof of payment, boarding passes and any ticket stubs.

Your boarding passes, ticket stubs (unless using an E-ticket), and travel agent's itinerary must be submitted with your expense report for all air travel—regardless of whether the company or you paid the bill. If your itinerary differs from the actual flights you made, provide an explanation on the itinerary.

Unused Tickets

Unused tickets are valuable and must be returned to the controller's office immediately so that proper credit can be received. Do not keep unused tickets or try to convert them in any way for future use or gain.

4. Rental Cars

Compact cars should normally be rented. Full-size vehicles and vans may only be rented if groups exceeding 4 people or oversize packages must be transported and it is more economical to rent a larger vehicle. Every effort should be made to share rental cars when attending common events with other New World employees.

You should return rental cars with a full tank of gas. Rental agencies charge excessive gasoline prices (currently $6.00/gallon or more) to refuel a vehicle. While New World will reimburse you for normally-priced gasoline you put into rental cars, we will not reimburse employees for excessive rental agency fuel charges that exceed $10 per rental. Fill up in the morning or night before if you're not sure you'll have time when you return the car.

If you use a rental car on a trip that originates from your home or office, you may claim the standard mileage rate for the business mileage (minus normal commuting mileage), but the cost of the rental car itself and gas, etc. will not be reimbursed.

In certain circumstances a Customer may request or allow you to drive a rental car to a location beyond 200 miles from your home or office. This will be allowed only if an authorized Customer representative agrees in writing to reimburse New World for the full cost of the rental car and all driving time at standard rates.

National Car Rental (NCR) To save money and better control expenses, the company maintains a corporate account with National Car Rental. Our account recap number can be found on your NCR card. You must use National unless they do not have a rental car available at that location. The collision damage waiver and personal accident insurance should be declined on all business rentals made under our regular NCR corporate plan. When renting your vehicle, verify that they are charging you the correct rate, which is usually stated on the itinerary from our travel agent.

It's most economical to return the car to the same location where you originally rented it. If you must return the car to another location, be aware that substantial additional charges will be assessed by National based on the distance between the origination and drop-off offices.

5. Ground Transportation

When renting a car is not more economical, the company will reimburse you for the costs of ground transportation, including taxi cabs, shuttle services, bus fares, etc. including up to a 15% tip where appropriate. Cabs in many large cities/airports can provide a detailed machine printed receipt . Such receipts should be obtained whenever possible. Share cab rides with other New World employees whenever possible to save money.

On trips that exceed 2 days: Cab fare will not be reimbursed if it would have been cheaper to rent a car.

6. Per Diem Allowances

Standard Per Diem for Overnight Travel: A standard per diem is paid for each **evening** you stay overnight on business. The standard per diem amount is $52 for travel within the 48 continental U.S. states and $62 outside the continental U.S. The standard per diem is intended to cover all meals, tips of all kinds, and other incidental expenses for that evening and the next day.

You may claim an additional $26 per diem on the day of your return if you arrive home after 7:00 p.m. (i.e., flight must arrive after 6:30 p.m.) You may claim an additional full per diem on the day of your return if you arrive home after midnight (i.e., flight must arrive after 11:30 p.m.)

Standard Per Diem for One-Day Trips: On one-day trips you may depart and return the same day and not spend an evening out of town. In those cases, a $26 per diem may be claimed if you spend 12 hours or more away from home on company business and travel more than 50 miles away from your office.

Billing and Special Situations: New World's Customers are normally invoiced for all per diem allowances paid to employees for service trips. Sometimes our arrangements with Customers may specify a per diem amount that is higher or lower than the standard rates above for business reasons. As a general rule, this will not change the standard per diem allowance paid to employees. You will be notified in advance in writing if any exception to this general rule applies in a specific situation.

7. Lodging

You are expected to stay in economy hotels/motels when traveling on company business (examples: Comfort Inns, many Holiday Inns, and other clean newer bargain motel chains, etc.) Lodging at higher priced luxury or resort hotels will not be reimbursed unless approved by the President, or Vice President - Finance as being necessary for business reasons—for example, staying at a resort location to attend a trade show or staying close to the prospect's office during the sales process. Many hotels have government rates or special rates available to IBM or Microsoft Business Partners or guests of the city/county. You should always attempt to receive any reduced rate.

Only room charges and taxes will be reimbursed for the days that official company business is conducted. Charges for personal purchases like health club fees, room service, movies, snack bars, restaurant meals, bar charges, personal items, etc. are not reimbursable. On extended trips, a laundry/dry cleaning allowance of $10 per week will be reimbursed for travelers on extended trips who have not returned home for over 7 consecutive days.

EXHIBIT K
INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP SOFTWARE SPECIFICATIONS

For the applications licensed on Exhibit A, the **New World** Detail Response to the software specifications of **Customer's** RFP is incorporated in this **Agreement** by reference.

All items coded "Yes" (as qualified) in the **New World** Detail Response to **Customer's** RFP Questionnaire will be provided to **Customer** through currently existing Exhibit A software capabilities, **Customer's** use of 3rd Party software, custom programming provided by **New World** and/or future enhancements to Exhibit A software provided under Exhibit C. Items that are qualified, or coded as requiring modification, may be provided using Exhibit B support services at the then current daily rates.

If the terms and conditions of the **New World** Detail Response to the specifications of the RFP and this **Agreement** are in conflict, the governing terms and conditions shall be this **Agreement**.

If **Customer** has not licensed the software on Exhibit A to meet a software specification, then that specification shall not apply in any acceptance test and/or to fulfill the above criteria.

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Motion Approving Engagement Agreement - Project Management Consulting Services (BasicLeigh Communications LLC)

DATE: May 4, 2015

FINANCIAL IMPACT: Cost will be determined based on hours devoted to the project, but the scope of work is somewhat uncertain due to the nature of the implementation. It is estimated that the consultant could spend as much as 20-30 hours per week during peak times of the 12-15 month implementation. BasicLeigh Communications has proposed an hourly rate of $90, which compares favorably to project managers of comparable skill level. There is approximately $32,000 uncommitted towards the project for FY 14-15, so completion of the implementation will likely require a budget amendment in FY 15-16.

BACKGROUND: Council may recall that ClientFirst Consulting Group was selected after a competitive RFP process to assist the City as a consultant early in 2014. Their scope of work included an assessment of the city's current financial processes, development and assistance in evaluation of a city-issued RFP to purchase the new system, and coordination of implementation and training for the system. The implementation and training pieces were included as an "add option" to the base agreement.

As a separate item on this Council meeting agenda, Council is being asked to approve the purchase of the financial software system from New World Systems Corporation. As part of that vendor proposal process, New World was required to provide a statement of work for the implementation and training aspects of the project. As staff absorbed the details of this statement of work, it became apparent that it would be more advantageous to have a local project manager overseeing the project and working with New World Systems, as opposed to continuing the relationship with ClientFirst.

The Finance Director and IT Director conducted interviews with three potential project managers. All were qualified and capable of completing the project successfully and each proposed a similar hourly rate, however BasicLeigh Communications, LLC (Ms. Leigh McGivern) was the preferred consultant based on experience, qualifications, and references.

RECOMMENDATION: Approve the proposed agreement with BasicLeigh Communications LLC for project management consulting services and authorize the Finance Director to execute the document on behalf of the City.

Lead Staff Member: Tim Stiles, Finance Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	April 22, 2015		
Recommendation	Yes	No	Split

BasicLeigh
COMMUNICATIONS

3725 SW 33rd Street Des Moines, Iowa 50321
OFFICE 515.287.3765 CELL: 515.360.5349 FAX: 515.287.6639
basicleighcommunications@mchsi.com

April 30, 2015

Proposal and Work Agreement for Contracted Project Management and Communication Services for the City of West Des Moines

THIS PROJECT MANAGEMENT and COMMUNICATION SERVICES PROPOSAL AND WORK AGREEMENT (hereinafter "Agreement") is made and entered into on this ___ day of _____, 2015, by and between the City of West Des Moines, an Iowa municipality (hereinafter "Client"), and BasicLeigh Communications, LLC, organized under the laws of the state of Iowa (hereinafter "Consultant").

Description and Scope of Work

BLC shall perform the following services for Client:

To act and function in the capacity as the City of West Des Moines' Project Manager on the Finance Department Software Update Transition Project (hereinafter "Project"), which is comprised of tasks related to the purchase and installation of accounts payable/accounts receivable software. With guidance from the Client, Consultant shall supervise and manage all aspects of the Project and shall regularly communicate and coordinate Project activities with the Client and the Client's other chosen vendors, contractors and professionals on the Project, including members of the Client's internal stakeholder teams and assignees. Project management services also shall include the following work and tasks pertaining to the Project:

A. With the Client, monitor the Project budget and oversee payments and financial record keeping and reporting; and

B. Attend and participate in Project team and review meetings, including the Client Steering Committee and/or other committee meetings, as necessary or as directed by the Client Project Executive Sponsor and make recommendations as appropriate; and

C. Ensure all internal and external team members, including, but not limited to other vendors, contractors and professionals on the Project, are on task, meeting required deadlines and timetables, timely and fully performing and complying with their contractual obligations and duties, and staying within the Client's approved budget parameters; and

D. In collaboration with Client's other vendors, contractors and professionals, prepare and implement all project management plans, policies, procedures, and protocols required by the applicable terms and provisions of any local, state or federal laws, regulations, and/or grants; and

E. Manage and administer all phases of the Project, and be physically present at Client's offices as deemed necessary by the Client once Project activities begin to adequately perform the duties of the Project Manager and/or as otherwise directed by the Client Project Executive Sponsor; and

F. Prepare and provide to the Client written status reports on a monthly basis or on a more or less frequent basis as directed by the Client Project Executive Sponsor, which reports shall include Project status information, default/deviation information, and any other information requested by the Client Project Executive Sponsor. In collaboration with Client's other vendors, contractors and professionals, prepare and submit Project final completion report to Client and Steering Committee; and

G. Unless otherwise directed, ensure the Client Project Executive Sponsor is copied on all written correspondence sent by the Consultant to any person or party in connection with the Project, including governmental agencies, third parties, consultants/vendors, internal team members; and

H. In collaboration with Client's other vendors, contractors and professionals, develop and implement communication protocols for the project. Throughout the phases of the Project, create and disseminate appropriate communications to and for internal stakeholders regarding the Project after seeking and obtaining approval from the Client Project Executive Sponsor; and

I. In collaboration with Client's other vendors, contractors and professionals, develop and implement a comprehensive records management policy for the Project. Keep and maintain accurate records and files pertaining to the Project; and

J. Promptly respond to requests for information or guidance made by the Client Project Executive Sponsor or his designee, as well as vendors, contractors and professionals on the Project, and provide summary progress updates at regularly scheduled meetings as requested by the Client Project Executive Sponsor or his designee; and

K. Make recommendations to the Client Project Executive Sponsor and/or his designee or Project assignees, as directed, regarding Project management issues, including, but not limited to, budgetary, contract compliance, and hardware/software issues; and

L. After obtaining the approval of the Client Project Executive Sponsor, utilize subcontractors to perform any required Project management tasks or activities beyond the scope of Consultant's expertise; and

M. Allow Client representatives and representatives of city, state and federal agencies, to inspect, copy and audit Consultant's records pertaining to the Project; and

N. Perform other tasks and duties related to the management of the Project, as directed by the Client Project Executive Sponsor.

Consultant represents and agrees the services furnished under this Agreement will be performed in accordance with generally accepted professional practices, all applicable local, state and federal laws, rules, and regulations, and all state and federal grant requirements and conditions tied to the federal funding of the Project, which are in effect at the time those services are performed.

Milestones

In collaboration with the Client Project Executive Sponsor and Client's other vendors, contractors and professionals, develop milestones based on the Statement of Work prepared for the Client by New World Systems.

Assuming a Project start date of _____, 2015, it is understood the desired Project duration established by the Client Project Executive Sponsor shall be approximately 15 months. Assuming full and timely cooperation and collaboration by all parties, and barring any other unavoidable or unforeseen events stipulated in other sections of this Agreement, Consultant shall make every effort to perform all duties, tasks and responsibilities detailed in this Agreement within 15 months of the Project's official start date.

To achieve Project completion within the desired 15-month time period, it is expected Consultant shall work an average of 25-30 hours per week, as deemed appropriate and necessary by the Consultant. It is understood more or fewer hours may be worked at the discretion of the Consultant. If more than 30 hours per week are necessary, Consultant shall work those hours upon notification to and approval from the Client Project Executive Sponsor.

Project Blackout Dates

August 10-21, 2015
October 19-23, 2015
December 23, 2015 through January 1, 2016
March 14-18, 2015
Other dates as deemed necessary and mutually agreed upon by Client and Consultant.

Fees, Invoices and Compensation

The Client shall pay the Consultant compensation for services rendered under this Agreement at the rate of $90 per hour for actual work time and at the rate of $45 per hour for required travel time. Client shall reimburse Consultant for any approved subcontractors' fees and costs actually incurred by Consultant, with no mark-up or add-on compensation due to Consultant. Client shall have no obligation to reimburse Consultant for any costs or expenses whatsoever incurred by Consultant in connection with the performance of her contractual duties hereunder unless said costs or expenses are preapproved in writing by the Client Project Executive Sponsor.

Consultant shall submit monthly electronic (via email) payment and reimbursement invoices to the Client for work performed certified as being proper bills for work performed under this Agreement within five (5) days of the end of each calendar month. Properly submitted invoices will be paid within the month submitted. If the Client objects to all or any portion of an invoice, Client shall notify the Consultant and the parties shall immediately make every effort to settle the disputed portion. Client agrees to pay the Consultant all portions of the invoice not in dispute within the prescribed time frames, and upon resolution, the agreed-upon amounts for any previously disputed portions of said invoice.

Invoices shall be prepared and sent via email by Consultant to Client Project Executive Sponsor or his designee.

Assumptions

- Client shall provide access to all relevant organizational background information, files and personnel necessary to complete and manage this Project.
- Any out-of-pocket expenses for travel or production shall be discussed and approved by the Client, and invoiced as they occur within the agreed-upon monthly invoice schedule.
- Spokesperson training, if necessary, will require additional hours from Consultant not included in this proposal.
- Where possible, Consultant shall use collateral materials already developed by Client, however, when necessary, Consultant shall advise and suggest additional materials to be created and produced by internal sources or other vendors, as deemed appropriate by Client.
- Where possible, Consultant will work with existing vendor partners and contractors, however, when necessary, Consultant shall advise and suggest additional consultants or vendors be used to achieve Project success.

Contract Terms and Additional Services

Approval of these Agreement terms between Consultant and Client constitutes a binding contractual work agreement based upon this proposal, including any amendments to this proposal subsequently negotiated and agreed upon between Consultant and Client.

Consultant and Client agree that Consultant shall provide additional services as the parties may mutually agree by executing an addendum to the original proposal and a subsequent contract and/or an additional, separate proposal and contract.

In the event Consultant and Client agree that Consultant shall provide additional services not included in this proposal document, the parties shall mutually agree upon the fees to be paid by Client for such additional services. Consultant shall invoice Client for such additional services in accordance with the agreement of the parties.

INDEPENDENT CONTRACTOR. The parties intend that an independent contractor-Client relationship will be created by this Agreement. No employee, agent; representative or subcontractor of the Consultant shall be or shall be deemed to be the employee, agent representative or sub-contractor of the Client. None of the benefits provided by the Client to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the Client to the employees, agents, representatives or subcontractors of the Consultant.

AGREEMENT DURATION. The term of this Agreement shall commence on _____, 2015, and shall terminate upon final project close-out, unless this Agreement is terminated sooner pursuant to any other sections of this Agreement. The parties understand and agree that final project close-out shall occur after all close-out activities on the Project have been fully completed.

PAYMENT FOR COSTS. Client shall reimburse Consultant for all out-of-pocket expenses incurred by Consultant in performing services under this Agreement. Such expenses include, but are not limited, to (a) software or hardware additions required for the Consultant to adequately interface with Client's and others' computer systems, including software agreed upon in writing by both parties that will enhance and further this project towards its goals; (b) travel expenses other than normal commuting; (c) and other expenses resulting from the work performed under this Agreement. Consultant shall submit an itemized statement of these expenses. Client shall pay Consultant within 30 days from the date of each statement.

LATE FEES. Late payments by Client will be subject to late penalty fees of 15 percent per month from the due date until the amount is paid.

TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days' written notice at its address set forth on the signature block of this Agreement. After termination, the Client may take possession of all records and data within the Consultant's possession pertaining to this Project, which may be used by the Client without restriction. If the Client's use of Consultant's records or data is

not related to this Project, it shall be without liability or legal exposure to the Consultant. Upon the termination of this Agreement, Consultant shall be entitled to receive compensation for all services rendered up to the date of termination and reimbursement for all costs and fees of approved subcontractors' incurred by Consultant up to the date of termination. The final payment shall be processed and paid like other monthly payments as provided in the Fees, Invoices and Compensation paragraph above. Consultant shall not be entitled to receive compensation or reimbursement for any services furnished by Consultant or his subcontractors after the date of termination.

DISCRIMINATON. In the hiring of employees for the performance of work under this Agreement or any subcontract, Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

INDEMNIFICATION. Consultant shall defend, indemnify and hold the Client, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with Consultant's performance of this Agreement, except for that portion of the injuries and damages caused by the Client's negligence.

The Client's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine this Agreement is subject to any governing or applicable Iowa municipal, city, county or state laws, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Client, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

The provisions of this section shall survive the expiration or termination of this Agreement.

NONDISCLOSURE AND NONSOLICITATION. Consultant shall not directly or indirectly disclose to any person other than a representative of the Client at any time either during the term of this Agreement or following the termination or expiration thereof, any confidential or proprietary information pertaining to Client, including but not limited to financial data, business plans, and software/hardware configurations or networks.

RELATIONSHIP OF PARTIES. It is understood by the parties that the Consultant is an independent contractor with respect to the Client and not an employee of the Client. Client shall not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit to Consultant. Upon completion of the project or working relationship and at the end of a tax period, Client shall issue the Consultant a 1099 form.

WORK PRODUCT OWNERSHIP. Any works copyrighted, ideas, discoveries, inventions, patents, products, or other information (collectively, the "work product") developed in whole or in part by the Consultant in connection with the services shall be the exclusive property of the Client. Upon request, Consultant shall sign all documents necessary to confirm or perfect the Client's exclusive ownership to the work product.

INSURANCE. Consultant shall procure and maintain for the duration of the Agreement, Professional Liability (Errors and Omissions) Insurance on an occurrence or per claims made basis against any claims that may arise from or in connection with the performance of the work hereunder by Consultant, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Consultant. Consultant shall maintain limits on such insurance in the amount of $1 million per claim or occurrence with an aggregate of $1 million. The coverage shall contain no special limitations on the scope of protection afforded to the Client, its officers, officials, employees, agents, representatives or volunteers. Consultant's insurance coverage shall be primary as respects the Client, its officers, officials, employees, agents, representatives or volunteers. Any deductibles or self-insured retentions must be declared to and approved by the Client. At the option of the Client, the insurer shall reduce or eliminate such deductibles and/or self-insured retentions shall not apply to Consultant's liability to Client and shall be the sole responsibility of Consultant. Any insurance maintained by Client shall be in excess of Consultant's insurance and shall not contribute with it. Consultant agrees to provide the Client with certificates of insurance evidencing the required coverage before execution of this Agreement. Each insurance policy required by this clause shall be written on a "per claim form" for professional liability insurance and endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Client. Client reserves the right to require complete, certified copies of all required insurance policies, at any time.

EXCHANGE OF INFORMATION. The Client shall perform its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Agreement. Each party agrees to promptly respond to written requests for information or guidance made by the other party and mutually cooperate with the other party in performing his or its duties or obligations under this Agreement.

OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the Client. All records submitted by the Client to Consultant shall be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the Client upon the Client's request. The Client's use or reuse of any of the documents, data and files created by Consultant for this Project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

CLIENT'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the Client and shall be subject to the Client's general right of inspection and supervision to secure satisfactory completion.

WORK PERFORMIED AT CONSULTANT'S RISK. While no risk is expected, Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

MISCELLANEOUS PROVISIONS.

Non-Waiver of Breach

The failure of the Client to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option covered by this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

Resolution of Disputes and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Polk County District Court, Des Moines, Iowa, unless the parties agree in writing to an alternative dispute resolution process. Consultant and Client hereby submits to the jurisdiction of the Polk County District Court for all purposes. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this

paragraph shall be construed to limit the Client's right to indemnification under Indemnification section of this Agreement.

Written Notice

All communications regarding this Agreement shall be sent by prepaid certified U.S. mail, return receipt requested, or registered U.S. mail to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Assignment

Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the Client and Consultant.

Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the Client, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, Consultant agrees that terms of the Exhibit shall prevail.

Construction of Agreement

In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

Compliance with Laws and Grants

Consultant agrees to comply with all federal, state, county, city and municipal laws, rules, and regulations that are now effective or in the future become applicable to the Consultant's business, equipment, and personnel engaged in work covered by this Agreement or accruing

out of the performance of the work. Additionally, BLC, in performing services under this Agreement, shall comply with all terms and conditions of any applicable state or federal grants tied to the financing of the Project.

Other Provisions

Consultant shall be bound by the provisions set out in the Statement of Work provided by the Client's vendor New World Systems, attached hereto and incorporated herein by this reference and agrees to fully and timely follow, perform and comply with the duties and obligations set out in said provisions.

The parties below execute this Agreement, which shall become effective on _____, 2015.

LIABILITY. Consultant shall not be liable for loss, damage or delay of Client's project due to circumstances beyond the Consultant's control. Such circumstances may include (but are not limited to) acts of God, public unrest, power outages, and inability to contact Client or Client's contracted vendors or employees within what shall be considered reasonable time frames. In the event of such loss, damage or delay, Consultant will make every effort to notify Client immediately.

CONFIDENTIALITY. Consultant shall not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Consultant, or divulge, disclose or communicate in any manner any information that is proprietary to Client. Consultant shall protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant shall return to Client all records, notes documentation and other items that were used, created, or controlled by the Consultant during the term of this Agreement with the exception of items purchased by the Consultant and not reimbursed by Client.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Approvals and Signatures

If appropriate, Consultant may choose to promote or exhibit completed work (developed as a result of Consultant's performance of services) in a case study format for other or potential Consultant clients on any of Consultant's interactive, online or collateral materials. Under such circumstances, Client grants to Consultant the limited right to access and exhibit the completed work to other or potential Consultant clients for illustrative purposes only.

A signature on this document constitutes Client's approval of the fees and services as outlined above and authorization for Consultant to commence fulfilling the contractual obligations. No services shall be performed without the Client's signature on this document.

This proposal is valid for 30 days from the date reflected on the first page of this document.

Client: City of West Des Moines

By: _____

Tim Stiles Date

NOTICES TO BE SENT TO:

Tim Stiles, Finance Director/Project Executive Sponsor
City of West Des Moines
P. O. Box 65320
West Des Moines, IA 50265
Phone: 515.222.3611
Email: Tim.Stiles@wdm.iowa.gov

Consultant: BasicLeigh Communications, LLC

By: _____

Leigh R. McGivern Date

NOTICES TO BE SENT TO:

Leigh McGivern, APR, President/Owner
BasicLeigh Communications, LLC
3725 SW 33rd Street
Des Moines, IA 50321-1928
Phone: 515.287.3765
Fax: 515.287.6639
Cell: 515.360.5349
Email: basicleighcommunications@mchsi.com
Website: basicleighcommunications.com

4(h)

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE: May 4, 2015**

Equipment Sharing Agreement

FINANCIAL IMPACT:

It is anticipated that the participating agencies will save financial resources through this collaborative effort in sharing of equipment.

SYNOPSIS:

The collaborative agreement will allow the participating agencies to both list and rent equipment to the partner agencies. Details contained in the agreement define the parameters of the program including costs, safety and accident resolution.

BACKGROUND:

In an effort to more effectively collaborate with some of our western suburban partners, the City of West Des Moines organized a meeting to discuss and develop an intergovernmental agreement for the purpose of sharing equipment. The West Des Moines Fleet Manager has developed a website for the listing and pricing of the equipment available for rent. West Des Moines will manage the website and facilitate the details of this agreement.

RECOMMENDATION:

City Council Approve Equipment Sharing Agreement

Lead Staff Member: Bret Hodne, Public Works Director

STAFF REVIEWS

Department Director	Bret Hodne RBH
Appropriations/Finance	Tim Stiles, Finance Director
Legal	
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed			
Recommendation	Yes	No	Split

EQUIPMENT SHARING AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2015, by and among the **Cities of Clive, Grimes, Johnston, Norwalk, Urbandale, Waukee, West Des Moines and Windsor Heights** (collectively referred to as the "Cities" and individually referred to as the "City"), all municipal corporations organized and existing under the laws of the State of Iowa.

RECITALS

WHEREAS, each City has specialized equipment and the Cities are interested in sharing equipment for a variety of public works purposes and projects, and generally provide joint opportunities to ensure efficient and economical operations.

WHEREAS, the Cities desire to enter into this Agreement to establish procedures for sharing equipment and defining legal relationships and responsibilities;

NOW THEREFORE, it is mutually agreed by and among the Cities as follows:

Section 1. Purpose

A. The purpose of this Agreement is to create a system for the sharing of motor vehicles, equipment and machinery (collectively referred to as "Equipment").
B. The Cities agree to make available to each other Equipment in the manner and on the terms and conditions provided in this Agreement. The City supplying the Equipment shall be designated as the "Provider" and the City receiving the equipment shall be designated as the "Borrower".

Section 2. Term

The term of this Agreement shall be for a period of approximately two (2) years, or through June 30, 2017. . This Agreement shall automatically renew for additional two (2) year periods unless and until terminated by the parties.

Section 3. Sharing Period and Rates

A. Equipment Catalog. Each City shall provide to the City of West Des Moines an accurate and current Equipment Sharing Catalog (hereinafter referred to as "Catalog") that reflects the Equipment that the Provider may make available to the Borrower. The Catalog shall contain a complete description of each piece of equipment, the rates and fees for borrowing such equipment, and any applicable rules, restrictions, or limitations for borrowing such Equipment listed in the Catalog. Amendments to each of the Provider's Equipment listed in the Catalog shall occur as necessary and be provided to each City.
B. Equipment Sharing Periods. Equipment shall be provided upon reasonable request at mutually agreed upon times and locations, for a duration mutually agreed upon by the Provider and

Borrower. The Provider retains the right to refuse any Borrower's request for Equipment for any reason. Equipment shall be returned immediately after use or at the Provider's request.

C. Storage During Sharing Period. The Borrower shall be responsible for storing the Equipment in a reasonably safe and secure area. If inside storage is required on a listed piece of Equipment, the Provider shall include this in the listing. It will be the Borrower's responsibility to either meet the requirements or seek alternative options with the Provider.

D. Charges for Equipment. Charges shall be consistent with those listed in the Catalog or any subsequent amendments, and shall begin accruing at the time Borrower picks up or accepts delivery of the Equipment and shall cease upon return of the Equipment to Provider.

Section 4. Invoices and Payments

A. The Provider shall invoice the Borrower on each occasion where Equipment is shared. The invoice shall show the Equipment rented, duration of the rental, agreed upon rental rate, and total due.

B. The Borrower shall pay invoices within thirty (30) days of receipt of the invoice.

Section 5. Equipment Usage

A. The Cities agree to permit Equipment to be used only by properly trained, properly licensed and supervised operators. All Equipment operators shall be properly trained and qualified to operate the Equipment shared under this Agreement. It is the Borrower's responsibility to ensure that its Equipment operators have been or will be properly trained, licensed, and supervised to properly operate the Equipment shared under this Agreement. Upon agreement of both the Provider and Borrower, the Provider may supply an operator with the Equipment at a rate agreed upon by both Cities. If the Provider is unable to supply an operator and the Borrower does not have a qualified operator on staff, sharing shall not take place or be delayed until a qualified operator can either be supplied by the Provider or obtained by the Borrower.

B. Usage Requirements. Equipment shared under this Agreement shall be used by the Borrower for municipal purposes only and not for the direct benefit of private persons or entities. Borrowers shall use and operate Equipment only for its intended purposes, in a careful, reasonable, and prudent manner, and in compliance with all requirements for operation of any governmental authority having jurisdiction, if applicable. Borrower shall not sublease or allow anyone other than the Borrower's employees to use the Equipment shared under this Agreement.

C. Borrower Responsible for Charges and Fees. Borrower shall be responsible for paying all fees, charges, expenses, and penalties that might be incurred against Equipment shared under this Agreement while in the Borrower's possession, and shall hold the Provider harmless from and against them.

D. Fuel. Borrower shall be responsible for supplying all fuel used during the period it borrows the Equipment. Provider shall ensure that the fuel tank(s) are full when the Borrower picks up the Equipment, and the Borrower shall ensure that the fuel tank(s) are full when it returns the Equipment to the Provider.

Section 6. Equipment Delivery and Pickup

A. Delivery/Pickup. Borrower shall be responsible for pickup and returning any Equipment shared under this Agreement, unless Provider and Borrower mutually agree otherwise. Equipment may be picked up and returned during normal working hours.
B. Condition of Equipment. Provider shall ensure that any Equipment being shared is serviced and maintained consistent with recognized industry standards and in safe operating condition prior to the Borrower picking up the Equipment.
C. Timely Return of Equipment. Borrower shall return Equipment to Provider as soon as practical.
D. Inspections. Providers sharing Equipment under this Agreement certify that, to the best of their knowledge, the Equipment is in good repair and ready for its intended use. Equipment shared under this Agreement shall be inspected by representatives of both Provider and Borrower at the time of delivery/pickup and again at the time of return. Each City shall document the inspection on an Equipment Inspection Form that shall be agreed upon by all Cities. The Equipment Inspection Form shall accompany the Catalog and be updated as needed.
E. Operations and Safety Manuals. Provider shall provide a copy of all Equipment operation, safety and maintenance manuals if requested by the Borrower.

Section 7. Contact Person

Each City shall appoint a person to act as a liaison to serve as the contact for each rental request, all inspections, and to otherwise facilitate the orderly and efficient distribution of Equipment sharing requests and related information. A list of contacts shall accompany the Catalog and be updated as needed.

Section 8. Maintenance and Repair of Equipment

A. Responsibility of Borrower. Borrower shall be responsible for performing all maintenance during the share period, such as fluid level checks and daily pre-trip inspections. Borrower shall also be responsible for the following items during the share period:
    1) Tire repair and replacement of any damaged tires that cannot be safely repaired;
    2) Replacement of any damaged or worn-out tools such as cutting edges, blades or brooms;
    3) Replacement of any windows or windshields that are cracked or damaged;
    4) Minor repairs and adjustments required to keep the Equipment in safe operating condition during the share period.
B. If it is observed that Equipment requires an excessive amount of minor repairs and adjustments, Borrower shall promptly notify Provider of specific issues prior to utilizing the Equipment.
C. Any repairs made by the Borrower pursuant to the requirements of this Agreement shall be performed by qualified personnel, and specifically persons or contractors employed or retained by the Borrower to maintain and repair Borrower's own fleet of equipment.
D. Notwithstanding anything contained herein to the contrary, Provider shall be responsible for latent defects that may occur during the normal operation of Equipment by Borrower.

Section 9. Equipment Failure Not Resulting from Misuse or Failure to Perform Required Maintenance

A. Provider shall be responsible for the repair or replacement of Equipment when:
   1) Equipment fails during its normal operation;
   2) Equipment is being used as intended by the manufacturer; and
   3) Equipment has received all manufacturer required maintenance during its use by the Borrower.

B. Borrower shall be responsible to reimburse Provider for the cost of repair or replacement of Equipment when:
   1) Operating Equipment outside of its normal operation;
   2) Operating Equipment in a manner not intended by the manufacturer; or
   3) Operating Equipment without performing required maintenance during its use by the Borrower.

C. Except for minor repairs, the Provider shall determine, with reasonable judgment, whether failed equipment shall be repaired or replaced.

Section 10. Equipment Damaged Due to Accidents

A. Borrower Responsibility for Damage. Borrower shall be responsible for the cost of repairing all damage to Equipment incurred during the share period that is not to be considered normal wear and tear. For the purposes of this Agreement, the following definitions shall apply:
   1) "Normal wear and tear" is identified as minor dents, dings, paint chips, or scratches less than two (2) inches in size, and interior wear and tear such as soiled carpet and sets.
   2) "Excess wear and tear" is defined and dents, dings, paint chips and scratches more than two (2) inches in size, cracked or punctured bumpers, chipped or cracked windows, interior holes, rips, tears or stains requiring heavy cleaning or replacement of fabric, interior damage such as gouged steering wheels or dashboards, missing equipment, or any other interior or exterior damage attributable to collision, as well as mechanical repairs resulting from damage or negligence.
   3) "Total loss" is defined as a situation where the Equipment is deemed damaged beyond repair as determined by an independent appraisal.

B. Notice to Provider. Borrower shall notify Provider immediately if Provider's Equipment is involved in any accident during the share period. Borrower shall promptly submit to Provider a written report of any accident that occurs in connection with this Agreement, in a form acceptable to the Provider, and shall cooperate with any requests by Provider related to the accident. Borrower's report to Provider must include, at a minimum, the following information: (1) name and address of any person injured or deceased, or the owner of any property that suffered damage as the result of the accident; (2) name and address of Borrower's employee(s) involved in the accident; (3) name and address of the Borrower's liability insurance carrier, unless self-insured; and (4) a detailed description of the accident with a law enforcement report, if applicable. Borrower also agrees to take all reasonable steps to preserve all evidence and information that may be relevant to the circumstances surrounding any potential claim, and to allow Provider to review and inspect evidence and the scene of the accident.

C. Accident Damage Repair. Except as otherwise provided, Borrower shall be responsible for the cost of repairing all Equipment damage due to accidents. In cases where Equipment damage is caused by a third party and that party assumes responsibility, Borrower shall arrange to have the Equipment repaired and shall seek reimbursement from the third party and/or that party's insurance carrier. Borrower shall notify Provider prior to commencing any repairs and Provider has the right to accept or reject the repairs upon inspection.

D. Damage Due to Equipment Defect. Provider shall be responsible for the cost of repairing all Equipment damage due to accidents caused by Equipment defects.

E. Damage Resulting in Total Loss. In cases of Equipment damage resulting in a total loss, Borrower shall be responsible for covering the loss. In the event of a total loss, the Borrower and Provider shall reach separate agreement on the amount to be paid to the Provider. In cases of Equipment damage resulting in a total loss caused by a third party where that party assumes responsibility, Borrower shall seek reimbursement from the other party's insurance carrier. All funds from the settlement shall be paid to the Provider.

F. Damage from Excess Wear and Tear. At the time the Borrower returns the Equipment to Provider, the Cities shall make an assessment of any excess wear and tear. If excess wear and tear damage exists, the Provider shall submit and invoice to Borrower for the cost of the damage. The repair amount on the invoice shall be based on the actual cost as determined by agency labor rates or actual contracted costs and for any parts purchased to make the repairs.

G. Damaged or Stolen Equipment in Borrower's Possession. Borrower shall assume responsibility if Provider's equipment is damaged or stolen while in Borrower's possession, regardless of whether the incident causing the damaged or stolen Equipment was due to actions or omissions attributable to the Borrower, caused by a third party or third parties, or due to an act beyond the control of the Borrower. In cases of damaged Equipment, the Borrower shall be responsible to the Provider for such property damage. In cases of stolen Equipment, the Borrower shall pay the Provider in the same manner as if the Equipment suffered a total loss. The Borrower shall at all times maintain insurance coverage in an amount and type to sufficiently protect against such losses to Equipment shared under this Agreement while in Borrower's possession or use. The Borrower may attempt to collect reimbursement from a responsible third party where applicable.

Section 10. Relationships of the Cities

The parties to this Agreement shall at all times be considered separate and distinct entities or municipal corporations. At no time shall an employee or official of one City be entitled to any wages, benefits, or rights conferred to an employee or official of another City who is a party to this Agreement.

Section 11. Assignment

The Cities shall not assign, sublet, transfer, or otherwise substitute their interests in this Agreement, or any of their rights or obligations under this Agreement, without prior written consent of all the other Cities.

Section 12. Indemnification

Each City shall be solely responsible for its own acts or omissions and those of its employees and officers under this Agreement. No City shall be responsible or liable for consequential damages to another City arising out of providing or using equipment, services or labor under this Agreement.

Except as otherwise provided in this section, Borrower shall indemnify, defend and hold harmless Provider and its agents, officers, attorneys, employees, officials and volunteers, to the fullest extent permitted by law from any and all claims, causes of action, injuries, losses, liabilities, costs (including expert witness and attorney's fees) or damages arising out of or related to, or alleged to arise out of or relate to the use of the Equipment by the Borrower, except for any claims, causes of action, injuries, losses, liabilities or damages proximately caused by the sole negligence, or willful misconduct of the Provider, or any latent defect in the Equipment.

Except as otherwise provided in this section, Provider shall indemnify, defend and hold harmless Borrower and its agents, officers, attorneys, employees, officials and volunteers, to the fullest extent permitted by law from any and all claims, causes of action, injuries, losses, liabilities, costs (including expert witness and attorney's fees) or damages proximately caused by the sole negligence, or willful misconduct of the Provider, or any latent defect in the Equipment.

Providers requiring that their personnel operate or assist in the operations of Equipment shall hold harmless, indemnify and defend the Borrower, its officers, agents and employees from all claims arising solely by reason of any negligent act by persons designated by Provider to operate or assist in the operation of Equipment. Notwithstanding the above, the Borrower shall bear sole responsibility for ensuring that it has the authority to request the work and for any representations made to the Provider regarding site conditions or other aspects of the project. The Providers of the Equipment shall adequately insure the Equipment or provide self-insurance coverage while the Equipment is in the Provider's possession or use.

The provisions of this section shall survive the termination of this Agreement, and are intended to fully allocate the risk of all liability to third parties arising out of this Agreement. No other rights of indemnity or contribution shall exist between the Cities in law or equity.

Section 13. Termination

Any City may terminate this Agreement for any reason by giving thirty (30) days prior written notice to all other Cities. In the event of such termination, all costs incurred up to the date of termination shall be the responsibility of the user.

Section 14 Dispute Resolution – Arbitration

A. The Cities agree that any disputes arising between them with regard to the interpretation or application of this Agreement, shall be submitted to binding arbitration at the request of either City. Any request for arbitration must be in the form of a written notice requesting arbitration. Such notice shall identify each disputed matter to be submitted to arbitration. In the absence of agreement by the parties to the contrary, the question or questions to be arbitrated shall be those specified in the notice requesting arbitration.

B. The Cities may agree on an arbitrator. If they fail to agree on a single arbitrator within ten (10) days after the request for arbitration is received, the parties shall request a list of seven arbitrators, all of whom have law degrees, from the Iowa Public Relations Board. The parties will then alternatively strike a name from the list until one (1) arbitrator remains. The party requesting arbitration shall make the first strike.
C. Should either City refuse or neglect to supply the arbitrators with any papers or information demanded in writing by the arbitrators, the arbitrators are empowered to proceed ex parte.
D. No one shall be qualified to act as an arbitrator if service in such role would create a conflict of interest. Each arbitrator selected shall be qualified by experience and knowledge of the matter to be submitted to arbitration.
E. The arbitration award may be for damages, and may include any legal or equitable remedy otherwise available to the Cities, provided that the arbitrator may not make a finding of material breach and shall not have authority to declare termination of this Agreement. The award may be impeached only for fraud or mistake. Such award shall be a condition precedent to any right of legal action.
F. The costs of arbitration shall be shared equally by the Cities.
G. The award of the arbitrators shall be in writing and it shall not be open to objection on account of the form of the proceeding or the award.

Section 15. Payment of Attorney's Fees

If judicial proceedings are necessary to enforce the terms of this Agreement, the prevailing City shall be entitled to reasonable attorney's fees directly attributed to such litigation, in addition to any other legal or equitable relief to which it may be entitled.

Section 16. Amendment of Agreement

This Agreement may be amended only by written agreement signed by all Cities.

Section 17. Assignment of Agreement

No City may assign this Agreement to a third party.

Section 18. No Third Party Beneficiaries

Nothing in this Agreement shall be construed to create in any third party, or in favor of any third party, any right(s), license(s) or privilege(s).

Section 19. Severability

If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

Section 20. Governing Law; Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Lawsuits brought by either Party in connection with this Agreement shall be heard and tried in Polk County District Court, Des Moines, Iowa.

Section 21. Entire Agreement

This Agreement represents the entire Agreement among the Cities. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum to this Agreement.

Section 22. Execution of Agreement

This Agreement shall be executed in eight (8) counterparts, each of which so executed shall be deemed to be an original. Each City shall become a party hereto by the passage of a resolution approving this Agreement and execution of the same by its statutory officers.

Each City approving this Agreement shall execute the separate signature pages provided for it, and the parties hereto authorize the City Clerk of the City of Urbandale to assemble the signature pages and append same to copies of this Agreement, which shall then be distributed to each of the parties to this Agreement. .

WEST DES MOINES, IOWA

By_____

Attest:

_____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No._____ passed) (the Resolution adopted) by the City Council, under Roll Call No._____ of the City Council on the ____ day of _____, 2015, and that _____ and _____ Acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: FY 2015/2016 Pay Plan
Regular, Non-union Employees

DATE: May 4, 2015

FINANCIAL IMPACT: The total cost of this increase is approximately $404,822 per year and reflects non-bargaining unit employees only. Each department has sufficient appropriations to meet the requirements of the attached Pay Plans as such funds were included in the previously adopted FY2015/2016 Budget.

BACKGROUND: The FY15/16 Budget reflects a 2.5% salary range adjustment for non-union classifications, including paid-on-call Fire Fighters. The 2.5% increase was based on the City of West Des Moines Union Agreements.

The 2.5% increase reflects the movement of the pay plan, with no employee automatically being given this increase. Departments will work within a 3% pool for pay increases for non-union employees.

In addition, all performance reviews and corresponding pay increases for non-union employees will be effective July 1st rather than the employee's anniversary date which was based on their hire date. This will make it easier to budget and will insure better equity among employees.

Two other changes are proposed to keep non-union supervisors equal to union employees they manage: 1) all non-union 24 hour Fire command-staff employees will receive 12 hours of holiday pay for each recognized holiday. Currently they are paid 8 hours for a holiday. This would make them equal to what is given to union employees and 2) all non-union sworn Police Officers will receive holiday pay equal to their normally scheduled hours (e.g. those working a 10 hour schedule will receive 10 hours of holiday pay, those working in CIU will receive 8 hours).

It is also proposed that all non-union employees on a single medical plan increase their premium contribution rate by 1%, moving from 3% to 4%.

OUTSTANDING ISSUES:

RECOMMENDATION: Approval of resolution adopting the attached FY2015/2016 Pay Plans for all City of West Des Moines, regular full and part time, non-bargaining unit employees which includes Paid-on-call (POC) Firefighters, POC Fire Lieutenants and POC Battalion Chiefs.

Lead Staff Member: Jane Pauba Dodge, Human Resources Director JPDodge

STAFF REVIEWS

Department Director	Jane Pauba Dodge, Human Resources Director
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

Resolution

WHEREAS, the City Council of the City of West Des Moines previously adopted the 2015-2016 Municipal Budget which included appropriations for July 1, 2015 salary adjustments, and;

WHEREAS, the Human Resources Director has developed the attached FY2015/16 Pay Plans and corresponding salary adjustment matrix.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the FY 2015/16 Pay Plans, copy attached, be approved.

PASSED AND APPROVED this 4th day of May, 2015

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan Jacobson, City Clerk

City of West Des Moines			
Proposed Pay Scale			
FY 15-16			
		FY 15-16	FY 15-16
		Range	Range
	Wage Scale/Range	Minimum	Max
	A01 (Page)	16,483	23,152
	A11	32,396	48,109
	A12	34,422	51,116
	A13	36,573	54,311
	B21	38,859	57,704
	B22	41,287	61,311
	B23	43,868	65,144
	B24/B31	47,754	73,541
	B25/B32	50,739	78,137
	C41	53,910	83,021
	C42	57,279	88,209
	C43	64,662	93,723
	C44/C51	66,335	105,805
	C45/C52	70,481	112,417
	D61	74,885	119,442
	D62	79,567	126,908
	D71	84,539	134,840
	E81	89,823	143,267
	E82	95,437	152,222
	E91	101,401	161,735
	Job	Rang Min	Range Max
	Assistant City Attorney	81,027	113,438
	Job	Range Min	Range Max
	End User Support Tech	36,707	55,062
	IT Specialist- PS& Mobile	47,537	71,307
	IT Specialist-Desktop Management	47,537	71,307
	GIS Analyst	47,537	71,307
	IT Specialist-Westcom	59,881	89,821
	IT Specialist-Server Management	59,881	89,821
	IT Specialist-PS Support	59,881	89,821
	IT Specialist-SharePoint Developer	59,881	89,821
	GIS Manager	64,372	96,558
	IT Operations Manager	74,389	111,584
	Enterprise Applications Manager	74,389	111,584

	Job	Range Min	Range Max	
	Fire Lieutenant (Salaried)	68,255	92,144	
	Deputy Chief-Training/Marshal	72,399	101,358	
	Deputy Chief-Operations	72,399	101,358	
	Ass't Fire Chief	77,108	111,805	
	Police Sergeant	63,028	85,088	
	Police Lieutenant	66,855	93,597	
	Police Captain	71,005	102,957	
	Ass't Police Chief	78,106	113,253	
	EMS Lieutenant (Hourly)	62,657	84,588	
	EMS Deputy Chief-Training	69,489	97,284	
	EMS-Assistant Chief- Logistics			
	EMS Assistant Chief	77,156	111,876	
	POC Fire Fighter	9.65		
	POC Fire Lieutenant	12.42		
	POC Bat Chief	15.15		

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 4, 2015

ITEM:

Resolution - Ordering Construction
Grand Avenue Improvements, Phase 5
Raccoon River Regional Park to South 35th Street
IDOT No. STP-U-8260(634)-70-77

FINANCIAL IMPACT:

The engineering estimate of construction cost for the Grand Avenue Improvements Phase 5 is $7,795,332.40. Payments will be made from budgeted account number 4047.75.820.6.7910 from General Obligation Bonds. The City will receive reimbursements for part of the cost from the Iowa Department of Transportation (IDOT) through Federal funding.

BACKGROUND:

This project is the last of six projects to reconstruct Grand Avenue between Railroad Avenue and I-35.

A Bid Letting at the IDOT is scheduled for Tuesday, May 19, 2015. A Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, June 1, 2015. The contract would be awarded on Monday, June 1, 2015 subject to IDOT concurrence, and work will begin shortly thereafter.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of the Grand Avenue Improvements, Phase 5.
- Fixing 10:30 a.m. on Tuesday, May 19, 2015, as time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer DCW
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney RJS
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	April 29, 2015		
Recommendation	Yes	No	Split

P:\PWENGR\51013\019 2013 Grand Avenue Improvements (Raccoon River Regional Park to S.35th St)\Pinkies\Order Construction.doc

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:

Grand Avenue Improvements Project, Phase 5
Project No. 0510-019-2013

is hereby ordered constructed according to the Plans and Specifications prepared by the City of West Des Moines and now on file in the office of 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 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 June 1, 2015, 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 prospective actions by the City Clerk in publishing a Notice to Bidders for said project (publication to be not less than four (4) days nor more than forty-five (45) days prior to the date for receiving bids) are hereby approved. Said bids are to be filed prior to the time appointed and location indicated by the Iowa Department of Transportation on Tuesday, May 19, 2015.

BE IT FURTHER RESOLVED, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the Iowa Department of Transportation at the appointed time on Tuesday, May 19, 2015, and the results of said bids shall be considered at a meeting of this Council on Monday, June 1, 2015 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this **4th** day of **May, 2015.**

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

P:\PWENGR\51013\019 2013 Grand Avenue Improvements (Raccoon River Regional Park to S.35th St)\Pinkies\Order Construction.doc

ENGINEER'S FINAL OPINION OF PROBABLE COST

Grand Avenue - PCC Pavement - Grade and Replace

Iowa DOT No. STP-U-8260(634)--70-77
West Des Moines, Iowa

Date: April 2, 2015

ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITY	UNIT PRICE	Total Cost
ROADWAY CONSTRUCTION ITEMS						
1	2101-0850001	CLEARING AND GRUBBING	ACRE	2.7	$ 3,750.00	$ 10,125.00
2	2102-2625001	EMBANKMENT IN PLACE, CONTRACTOR FURNISH	CY	125100	$ 15.00	$ 1,876,500.00
3	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	34217	$ 10.00	$ 342,170.00
4	2102-4560000	LOCATNG TILE LINES	STA	5	$ 500.00	$ 2,500.00
5	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	13465	$ 15.00	$ 201,975.00
6	2107-0875000	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	151420	$ 1.50	$ 227,130.00
7	2109-8225100	SPECIAL COMPACTION OF SUBGRADE	STA	101	$ 350.00	$ 35,350.00
8	2113-0001100	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	3750	$ 15.00	$ 56,250.00
9	2115-0100000	MODIFIED SUBBASE	CY	1250	$ 45.00	$ 56,250.00
10	2121-7425010	GRANULAR SHOULDERS, TYPE A	TONS	827	$ 35.00	$ 28,945.00
11	2123-7450020	SHOULDER FINISHING, EARTH	STA	114.41	$ 150.00	$ 17,161.50
12	2301-1033080	STANDARD/SLIP-FORM PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	3404	$ 60.00	$ 204,240.00
13	2301-1033090	STANDARD/SLIP-FORM PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	SY	29736	$ 70.00	$ 2,081,520.00
14	2301-6911722	PCC PAVEMENT SAMPLE	LS	1	$ 10,000.00	$ 10,000.00
15	2301-7000110	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS	EACH	29800	$ 1.00	$ 29,800.00
16	2316-0000110	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS	EACH	24900	$ 1.00	$ 24,900.00
17	2401-6745650	REMOVAL OF EXISTING STRUCTURE	LS	1	$ 50,000.00	$ 50,000.00
18	2416-0100015	APRONS, CONCRETE 15 IN. DIA.	EACH	6	$ 1,000.00	$ 6,000.00
19	2416-0100024	APRONS, CONCRETE 24 IN. DIA.	EACH	2	$ 1,000.00	$ 2,000.00
20	2416-0100054	APRONS, CONCRETE 54 IN. DIA.	EACH	1	$ 2,500.00	$ 2,500.00
21	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48"	EACH	1	$ 5,000.00	$ 5,000.00
22	2435-0140160	MANHOLE, STORM SEWER, SW-401, 60"	EACH	1	$ 7,500.00	$ 7,500.00
23	2435-0250100	INTAKE, SW-501	EACH	2	$ 3,500.00	$ 7,000.00
24	2435-0250300	INTAKE, SW-503	EACH	2	$ 4,000.00	$ 8,000.00
25	2435-0250500	INTAKE, SW-505	EACH	15	$ 6,000.00	$ 90,000.00
26	2435-0250600	INTAKE, SW-506	EACH	6	$ 7,000.00	$ 42,000.00
27	2435-0250610	INTAKE, SW-506, MODIFIED	EACH	1	$ 8,000.00	$ 8,000.00
28	2435-0251224	INTAKE, SW-512, 24"	EACH	2	$ 2,000.00	$ 4,000.00
29	2435-0600020	MANHOLE ADJUSTMENT, MAJOR	EACH	20	$ 3,500.00	$ 70,000.00
30	2502-8212036	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	LF	7599	$ 10.00	$ 75,990.00
31	2502-8220193	SUBDRAIN OUTLET (RF-19C)	EACH	35	$ 250.00	$ 8,750.00
32	2502-8221006	SUBDRAIN RISER, 6"	EACH	28	$ 500.00	$ 14,000.00
33	2503-0114224	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 24 IN.	LF	754	$ 80.00	$ 60,320.00
34	2503-0114254	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 54 IN.	LF	146	$ 180.00	$ 26,280.00
35	2503-0114272	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 72 IN.	LF	127	$ 300.00	$ 38,100.00
36	2503-0114615	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 3750D (CLASS V), 15 IN.	LF	1897	$ 70.00	$ 132,790.00
37	2507-3250005	ENGINEERING FABRIC	SY	602	$ 5.00	$ 3,010.00
38	2507-6800061	REVETMENT, CLASS E	TONS	312	$ 60.00	$ 18,720.00
39	2507-8029000	EROSION STONE	TONS	210	$ 60.00	$ 12,600.00
40	2510-6745850	REMOVAL OF PAVEMENT	SY	17540	$ 10.00	$ 175,400.00
41	2511-7526106	SIDEWALK, REINFORCED PCC, 6"	SY	5372	$ 42.00	$ 225,624.00
42	2511-7528101	DETECTABLE WARNINGS	SF	200	$ 150.00	$ 30,000.00
43	2518-8910000	SAFETY CLOSURE	EACH	4	$ 500.00	$ 2,000.00
44	2526-8285000	CONSTRUCTION SURVEY	LS	1	$ 50,000.00	$ 50,000.00
45	2527-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE/SOLVENT	STA	145.85	$ 25.00	$ 3,646.25
46	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	173.65	$ 40.00	$ 6,946.00
47	2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	29.46	$ 125.00	$ 3,682.50
48	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	19	$ 175.00	$ 3,325.00
49	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	152.25	$ 25.00	$ 3,806.25
50	2527-9263190	SYMBOLS AND LEGENDS REMOVED	EACH	2	$ 150.00	$ 300.00
51	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	STA	160.88	$ 30.00	$ 4,826.40
52	2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	19	$ 125.00	$ 2,375.00
53	2528-8445110	TRAFFIC CONTROL	LS	1	$ 75,000.00	$ 75,000.00
54	2528-8445113	FLAGGER	EACH	1	$ 15,000.00	$ 15,000.00
55	2533-4980005	MOBILIZATION	LS	1	$ 500,000.00	$ 500,000.00
56	2554-0114008	WATER MAIN, TRENCHED, PVC, 8"	LF	152	$ 80.00	$ 12,160.00
57	2554-0114012	WATER MAIN, TRENCHED, PVC, 12"	LF	39	$ 90.00	$ 3,510.00
58	2554-0114016	WATER MAIN, TRENCHED, PVC, 16"	LF	617	$ 100.00	$ 61,700.00
59	2554-0203000	FITTINGS BY WEIGHT, DI	LB	2938	$ 8.00	$ 23,504.00
60	2554-0207008	VALVE, GATE, DIP, 8"	EACH	1	$ 1,750.00	$ 1,750.00
61	2554-0207012	VALVE, GATE, DIP, 12"	EACH	2	$ 2,000.00	$ 4,000.00
62	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	2	$ 5,000.00	$ 10,000.00
63	2595-0005135	RAILROAD PROTECTIVE LIABILITY INSURANCE FOR IOWA INTERSTATE RR LTD.	LS	1	$ 15,000.00	$ 15,000.00
64	2595-0005150	RAILROAD PROTECTIVE LIABILITY INSURANCE FOR UNION PACIFIC RAILROAD CO.	LS	1	$ 15,000.00	$ 15,000.00
65	2599-9999005	ADJUSTMENT OF SANITARY SEWER VALVE/CLEANOUT	EACH	3	$ 500.00	$ 1,500.00
66	2599-9999005	VALVE, GATE, DIP, 16"	EACH	1	$ 3,000.00	$ 3,000.00
67	2599-9999005	GATE, OUTLET CONTROL, FLAP, PRESSURE STORM SEWER PIPE, DIP, 20"	EACH	1	$ 2,000.00	$ 2,000.00

Foth Infrastructure and Environment, LLC
8191 Birchwood Court, Suite L
Johnston, Iowa 50131
Phone: (515) 254-1393
Fax: (515) 254-1642

Date Prepared: 4/2/2015
X:\DM\E\2013\13W035-00\12000 Design Data and Calcs\Estimates\cal-2015-0402-Grand Ave-FinalPlan.xls

ENGINEER'S FINAL OPINION OF PROBABLE COST

Grand Avenue - PCC Pavement - Grade and Replace

Iowa DOT No. STP-U-8260(634)--70-77
West Des Moines, Iowa

Date: April 2, 2015

ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITY	UNIT PRICE	Total Cost
68	2599-9999009	PRESSURE STORM SEWER PIPE, DIP, 20"	LF	175	$ 100.00	$ 17,500.00
69	2599-9999010	CULVERT HEADWALL WITH FLAP GATE, RCP, 54"	LS	1	$ 25,000.00	$ 25,000.00
70	2601-2634105	MULCH, WOOD CELLULOSE FIBER	ACRE	24.2	$ 1,500.00	$ 36,300.00
71	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	12.1	$ 2,000.00	$ 24,200.00
72	2601-2642120	STABILIZE CROP - SEEDING AND FERTILIZING (URBAN)	ACRE	12.1	$ 850.00	$ 10,285.00
73	2602-0000020	SILT FENCE	LF	13388	$ 2.00	$ 26,772.00
74	2602-0000030	SILT FENCE FOR DITCH CHECKS	LF	1395	$ 2.00	$ 2,790.00
75	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	11639	$ 1.00	$ 11,639.00
76	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	1164	$ 1.00	$ 1,164.00
77	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN.	LF	12440	$ 3.00	$ 37,320.00
78	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN.	LF	12440	$ 0.50	$ 6,220.00
79	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	3	$ 500.00	$ 1,500.00
80	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	1	$ 1,000.00	$ 1,000.00
						$ -
		CULVERT QUANTITIES				$ -
1	2402-0425040	FLOODED BACKFILL	CY	635	$ 50.00	$ 31,750.00
2	2402-2720000	EXCAVATION CLASS 20	CY	1412	$ 35.00	$ 49,420.00
3	2403-0100020	STRUCTURAL CONCRETE (RCB)	CY	402.5	$ 600.00	$ 241,500.00
4	2404-7775000	REINFORCING STEEL	LB	63847	$ 1.50	$ 95,770.50
5	2519-1001000	FENCE, CHAIN LINK, VINYL COATED	LF	155.4	$ 50.00	$ 7,770.00
6	2599-9999010	STOP LOGS	LS	1	$ 15,000.00	$ 15,000.00
SUBTOTAL ROADWAY CONSTRUCTION						$ 7,795,332.40
		CONTINGENCY (5%)				$389,766.62
TOTAL ESTIMATED CONSTRUCTION COSTS						**$ 8,185,100.00**

Notes:
1.) The unit prices are based on awarded contract prices for 2014 and DO NOT include an inflation factor.
2.) Estimate includes S. 35th Street intersection full-build with 3-lane section north and south of Grand Ave.
3.) This estimate DOES NOT include costs associated with possible utility relocation.

Foth Infrastructure and Environment, LLC
8191 Birchwood Court, Suite L
Johnston, Iowa 50131
Phone: (515) 254-1393
Fax: (515) 254-1642

Date Prepared: 4/2/2015
X:\DM\IE\2013\13W035-00\12000 Design Data and Calcs\Estimates\est-2015-0402-Grand Ave-FinalPlan.xls

ENGINEER'S FINAL OPINION OF PROBABLE COST

Grand Avenue - PCC Pavement - Grade and Replace

Iowa DOT No. STP-U-8260(634)--70-77
West Des Moines, Iowa

Date: April 2, 2015

ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITY	UNIT PRICE	Total Cost
LIGHTING AND SIGNING (ESTIMATE)						
		Roadway Lighting	LS	1	$ 25,000.00	$ 25,000.00
		Roadway Signing	LS	1	$ 7,500.00	$ 7,500.00
SUBTOTAL						$ 32,500.00
		CONTINGENCY (5%)				$ 1,625.00
TOTAL ESTIMATED LIGHTING/SIGNING COSTS						$ 35,000.00
MITIGATION (ESTIMATE)						
		Wetland Mitigation	LS	1	$ 40,000.00	$ 40,000.00
		Waters of the US	LS	1	$ 75,000.00	$ 75,000.00
SUBTOTAL						$ 115,000.00
		CONTINGENCY (20%)				$ 23,000.00
ESTIMATED WETLAND MITIGATION COSTS						$ 138,000.00
RIGHT OF WAY (ESTIMATE)						
		Parcel -				
		Fee Title	AC	0.0	$ 15,000.00	$ -
		Temporary Easement	AC	6.0	$ 10,500.00	$ 63,000.00
		Drainage/PUE/Other	AC	0.5	$ 15,000.00	$ 7,500.00
		Borrow -				
			AC	0.0	$ 2,500.00	$ -
SUBTOTAL						$ 70,500.00
		CONTINGENCY (20%)				$ 14,100.00
ESTIMATED RIGHT-OF-WAY COSTS						$ 84,600.00
TOTAL ESTIMATED PROJECT COSTS						$ 8,442,700.00

Notes:
1.) Wetland estimate for impacts to Waters of the US based on preliminary proposed culvert locations and assumption that mitigation will be required.
2.)
3.)

		Administration and Engineering (Includes Enviromental, Geotech and Real Estate Services)	LS	1.0	$ 571,724.00	$ 571,724.00
		Construction Admin and Observation	LS	1.0	$ 399,880.00	$ 399,880.00
		Annual Wetland Monitoring - 5 years (required by COE) (includes two site visits plus report)	YEAR	5.0	$ 5,000.00	$ 25,000.00
TOTAL ESTIMATED PROJECT COSTS (ADMIN. & ENGINEERING)						$9,439,400.00

Foth Infrastructure and Environment, LLC
8191 Birchwood Court, Suite L
Johnston, Iowa 50131
Phone: (515) 254-1393
Fax: (515) 254-1642

Date Prepared: 4/2/2015
X:\DM\E\2013\13W035-00\12000 Design Data and Calcs\Estimates\est-2015-0402-Grand Ave-FinalPlan.xls

Location Map

Grand Avenue Reconstruction Phase 5
0510-019-2013

N

To the best of our knowledge the information included in this document is correct. The City of West Des Moines makes no warranty as to the accuracy of the information.

Legend
Project Location

0 300 600 1,200
Feet

4(k)1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE: May 4, 2015**

Resolution - Approving Professional Services Agreement
Alluvion Water Booster Station
HDR Engineering, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed $239,000.00. In addition, the cost for performing resident consultant services will not exceed $59,000.00. City staff will not authorize the consultant to proceed with the construction inspection services portion of the Agreement until such time as a determination is made as to whether or not City or Water Works inspection staff is available to perform the work.

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 budgeted account no. 4269.77.820.6.7920 with reimbursement from West Des Moines Water Works.

BACKGROUND:

Approval of this action authorizes HDR Engineering Inc. to perform the design necessary for the Alluvion Booster Station Project.

The Engineering Services Department retains design consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past consultant evaluation. Once a firm has been selected based on the above criteria, the City staff then negotiates a fee with the consultant for performing the desired scope of services. The 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.

Lead Staff Member: **Duane C. Wittstock, P.E., L.S., City Engineer** DCW

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinki, City Attorney
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	April 29, 2015		
Recommendation	Yes	No	Split

P:\PWENGR\51015\027 Alluvion Water Booster Station\Pinkies\engagree.doc

Resolution Approving Professional Services Agreement

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

Alluvion Booster Station
Project No. 0510-027-2015

and,

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

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

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

Basic Services of the Consultant	**$239,000.00**
Resident Consultant Services	**59,000.00**
Total	**$298,000.00**

therefore,

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

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

PASSED AND APPROVED this 4th day of **May, 2015.**

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2015, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and HDR ENGINEERING, INC., (Fed. I.D. #47-0680568), 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 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	$239,000.00
II. Resident Consultant Services	$59,000.00

   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' 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: HDR Engineering, Inc.
Attn: Mark A. Duben, P.E.
Address: 300 E. Locust Street, Suite 210
City, State: Des Moines, IA 50309-1823

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit

to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event

of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT	CITY OF WEST DES MOINES
BY:_____	BY:_____
Matthew B. Tondl, Senior Vice President	Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

ALLUVION BOOSTER STATION

City Project Number 0510-027-2015

This Scope of Services is for HDR Engineering, Inc. ("**CONSULTANT**") to provide engineering design, bidding, and construction phase services to the City of West Des Moines, Iowa ("**CITY**") related to the Alluvion Booster Station project. The scope of services to be performed by CONSULTANT shall be completed in accordance with generally accepted standards of practice and shall include the services and supplies to complete the following tasks:

Task Series 100 – Design Phase Services
Task Series 200 – Bidding Phase Services
Task Series 300 – Construction Administration Services
Task Series 400 – Construction Observation Services

PROJECT DESCRIPTION

Microsoft is developing a new Alluvion Data Center (ADC) campus in West Des Moines. At planned build-out, the campus will consist of numerous buildings, each utilizing evaporative cooling technology for building cooling when temperatures generally reach 70 degrees F and higher. This evaporative cooling technology will utilize municipal potable water, creating a significant additional water demand for West Des Moines Water Works (WDMWW) to accommodate.

The ADC campus will receive potable water from WDMWW with supply from Des Moines Water Works (DMWW). DMWW will construct and operate an aquifer storage and recovery (ASR) well near the Alluvion site to reduce the peak seasonal stresses to the municipal water supply system. The City of West Des Moines and WDMWW will construct and operate a new booster station to provide redundant water supply to the Alluvion site. This new booster station will be located on a City-owned site near the intersection of Veteran's Parkway and Army Post Road. Both the new booster station and the existing S. 22nd Street Booster Station will supply the ADC campus through a looped water distribution system network being constructed by the City of West Des Moines and WDMWW.

Task Series 100 – Design Phase Services
Objective: Develop the project design, drawings, specifications, and contract documents for bidding and construction of the project. Provide project management activities over project duration, including team management and project control, project planning, and liaison with CITY. Design Phase Services are anticipated to include the following activities:

Task 101 – Team Management and Project Control
Task 102 – Project Planning
Task 103 – Kickoff Meeting

Task 104 – Background Data
Task 105 – Quality Control
Task 111 – Site Survey and Base Mapping
Task 112 – Geotechnical Exploration and Report
Task 121 – Local, State, and Federal Permits
Task 131 – Design Memorandum
Task 132 – Pre-Design Meeting
Task 141 – Preliminary (50%) Design Drawings
Task 142 – Preliminary (50%) Design Specifications List
Task 143 – Preliminary (50%) Opinion of Probable Project Cost and Construction Schedule
Task 144 – Preliminary (50%) Design Review
Task 151 – Final (90%) Design Drawings
Task 152 – Final (90%) Design Specifications and Front End Documents
Task 153 – Final (90%) Opinion of Probable Project Cost and Construction Schedule
Task 154 – Final (90%) Design Review
Task 161 – Final Bidding Documents
Task 162 – Final Bidding Opinion of Probable Project Cost and Construction Schedule
Task 163 – Final Bidding Documents Submittal

Task Series 200 – Bidding Phase Services
Objective: Assist CITY in bidding and award to a Contractor for construction of the project. Bidding Phase Services are anticipated to include the following activities:

Task 201 – Team Management and Project Control
Task 211 – Notice of Project
Task 212 – Distribute Bidding Documents
Task 213 – Maintain Official Plan Holders List
Task 221 – Respond to Inquiries
Task 231 – Addenda
Task 241 – Pre-Bid Meeting
Task 251 – Bid Opening
Task 261 – Bid Tabulation
Task 271 – Award of Contract
Task 281 – Contract Documents
Task 291 – Conformed Construction Documents

Task Series 300 – Construction Administration Services
Objective: Assist CITY during construction of the project. Construction Phase Services re anticipated to include the following activities:

Task 301 – Team Management and Project Control
Task 311 – Pre-Construction Conference
Task 321 – Submittal Review
Task 331 – Requests for Information
Task 341 – Payment Requests
Task 351 – Change Order Requests

Task 361 – Construction Progress Meetings
Task 371 – Construction Site Visits
Task 372 – Startup Services
Task 381 – Construction Pre-Final Review
Task 382 – Construction Final Review
Task 391 – Record Drawings

Task Series 400 – Construction Observation Services
Objective: Provide a Resident Project Representative (RPR) to assist CITY during construction of the project (to be determined by CITY whether CONSULTANT or CITY will provide the RPR for the project).

Task 401 – Resident Project Representative

Basic Services of the Consultant include Task Series 100 through 300

Resident Consultant Services include Task Series 400

ATTACHMENT 2

PROJECT SCHEDULE

The scope of services shall be completed in accordance with the following schedule unless modified by mutual agreement or by factors beyond the control of CONSULTANT:

Task Series 100 – Design Phase Services	6 Months after Notice to Proceed
Task Series 200 – Bidding Phase Services	9 Months after Notice to Proceed
Task Series 300 – Construction Administration Services	15 Months after Notice to Proceed
Task Series 400 – Construction Observation Services	15 Months after Notice to Proceed

ATTACHMENT 3

SCHEDULE OF FEES

HDR Standard Fee Schedule

Schedule of Billing Rates by Classification

Classification	Hourly Rate
Project Principal	$180-$310
Project Manager	$160-$260
Senior Technical Advisor/QC	$180-$280
Civil Engineer	$75-$195
Geotechnical Engineer	$90-$215
Process Engineer	$75-$195
Structural Engineer	$100-$195
Mechanical Engineer	$90-$195
Electrical Engineer	$90-$195
Instrumentation Engineer	$90-$195
Environmental Engineer	$75-$195
Architect	$90-$195
CADD Technician	$65-$135
Construction Observer	$75-$145
Public Outreach	$65-$135
Administrative Assistant	$45-$90
Project Controller	$80-$110

Reimbursable Expenses

- Auto mileage will be reimbursed on the basis of $0.575 per mile, the current 2015 allowed IRS rate.
- Telephone, postage, and copy costs will be invoiced as actual costs incurred.
- Computer charges will be invoiced at a rate of $3.70 for each labor hour, the current 2015 allocated rate.

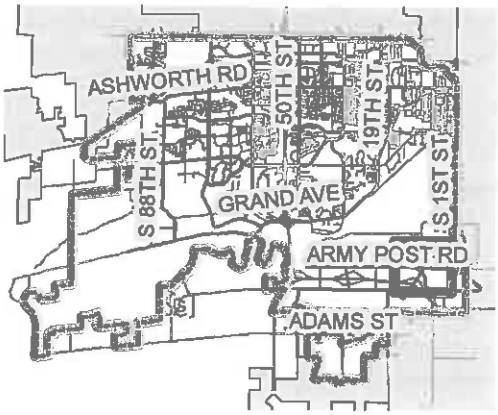
Subconsultants

- Subconsultants will be reimbursed at invoice plus 5 percent markup.

Annual Adjustments

The Billing Rates and Reimbursable Expenses are effective as of January 1, 2015 and will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

VICINITY MAP



N

LEGEND

PROJECT LOCATION

THE CITY OF WEST DES MOINES

CITY OF WEST DES MOINES
ENGINEERING SERVICES
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IOWA 50265
PH: (515) 222-3620 FAX: (515) 273-0602

PROJECT: **ALLUVION WATER BOOSTER STATION**		
		Project No. 0510-027-2015
LOCATION: **LOCATION MAP**		
DRAWN BY: BJM	DATE: 4/28/2015	SHT. 1 OF 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

4(k)2

ITEM: **DATE: May 4, 2015**

Resolution - Approving Professional Services Agreement
South Area Trunk Sewer – Western Extension
Veenstra & Kimm, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with the design of this project is anticipated not to exceed $368,055.00. In addition, the cost for performing resident consultant services will not exceed $270,200.00. City staff will not authorize the consultant to proceed with the construction inspection services portion of the Agreement until such time as a determination is made as to whether or not City inspection staff is available to perform the work.

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 budgeted account no. 5103.80.8920.6.7920 with the ultimate funding intended to come from Sewer Fee Revenues.

BACKGROUND:

Approval of this action authorizes Veenstra & Kimm, Inc. to perform the design necessary for the South Area Trunk Sewer Project – Western Extension.

The Engineering Services Department retains design consultants based on their past work experience, qualifications of their staff, familiarity with the project, manpower availability, and past consultant evaluation. Once a firm has been selected based on the above criteria, the City staff then negotiates a fee with the consultant for performing the desired scope of services. The 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.

Lead Staff Member: **Duane C. Wittstock, P.E., L.S., City Engineer**

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer DCW
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinki, City Attorney
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	April 29, 2015		
Recommendation	Yes	No	Split

P:\PWENGR\51015\033 South Area Trunk Sewer - Western Extension\Pinkies\Order Construction.doc

Resolution Approving Professional Services Agreement

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

South Area Trunk Sewer – Western Extension
Project No. 0510-033-2015

and,

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

WHEREAS, Development Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost be prepared by Veenstra & Kimm, Inc.; and,

WHEREAS, the Development Services Department has obtained a written proposal from Veenstra & Kimm, Inc. to do the work requested, which estimates the following cost to the City of West Des Moines;

Basic Services of the Consultant	**$368,055.00**
Resident Consultant Services	**270,200.00**
Total	**$638,255.00**

therefore,

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

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

PASSED AND APPROVED this **4th** day of **May, 2015.**

Steven K. Gaer, Mayor

ATTEST:

Rya-n T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this _____ day of _____, 2015, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and VEENSTRA & KIMM, INC., (Fed. I.D. # 42-1137727), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" 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 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	$ 368,055.00
II. Resident Consultant Services	$ 270,200.00

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

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

4. INSURANCE

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

insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

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

C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least $1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.

D. The Consultant shall provide evidence of professional liability insurance, by an insurance company licensed to do business in the State of Iowa, in the limit of $1,000,000 for claims arising out of the professional liability of the Consultant. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

E. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Veenstra & Kimm, Inc.
Attn: H. R. Veenstra Jr.
Address: 3000 Westown Parkway
City, State: West Des Moines, IA 50266-1320

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit

to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

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

It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be effected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

CONSULTANT	CITY OF WEST DES MOINES
BY: _____	BY: _____
President	Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

SOUTH AREA TRUNK SEWER – WESTERN EXTENSION

I. TASK 1 - BASIC SERVICES OF THE ENGINEER - The work task shall consist of the design, preparation of plans and specifications and associated design services for the South Area Trunk Sewer – Western Extension 0510-033-2015. The Project involves the design and construction of the following:

1) Approximately 7,950 feet of sanitary sewer extending from the existing South Area Trunk Sewer south of Walnut Woods Drive southwesterly to the northwest side of the S. 35th Street interchange with Iowa Highway 5 as shown in the South Service Area Connection Fee District Improvements (Trunk Sewer 3 and Trunk Sewer 8.1).

2) Approximately 6,600 feet of sanitary sewer extending from the northwest quadrant of the S. 35th Street interchange with Iowa Highway 5 easterly along the north side of Iowa Highway 5 to east of S. 22nd Street and continuing southeasterly to the south side of Iowa Highway 5 as shown in the South Service Area Connection Fee District Improvements (western portion of Trunk Sewer 8-2).

3) Approximately 3,000 feet of sanitary sewer extending from the northwest quadrant of the S.35th Street interchange with Iowa Highway 5 southerly around the westerly side of the interchange to the south side of Maffitt Lake Road as shown in the South Service Area Connection Fee District Improvements (northerly portion of Trunk Sewer 9).

A. Evaluation of Alternatives. This work shall consist of the Engineers evaluation of the alignment and location of the sanitary sewer. The alignment evaluation is intended to refine the alignment within the general corridor of construction. The Engineers will consult with the City and applicable property owners as relevant to establish the final design.

B. Plans and Specifications. The Engineers shall prepare such detailed plans and specifications as are necessary and desirable for construction of the South Area Trunk Sewer – Western Extension project. The plans and specifications shall describe in detail the work to be done and materials to be used. Four sets of the final plans and specifications shall be submitted to the City. The design standards for the Project shall be in conformance with the City of West Des Moines' current standards for public improvements including any referenced requirements

C. Design Surveys. The Engineers shall make all topographic and other surveys necessary for design and preparation of the plans and specifications. Design surveys do not include property surveys for the acquisition of land, easements or rights-of-way.

D. Geotechnical Investigation. The services by the Engineers shall include necessary and routine soil borings and geotechnical investigation along the Project corridor.

E. Review of Plans and Specifications. The Engineers shall provide copies of the plans and specifications for review by the City and other necessary governmental agencies including the Iowa Department of Natural Resources. Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City.

F. Permits and Approvals. The plans and specifications shall be in conformance with the requirements of the Iowa Department of Natural Resources. The services by the Engineers shall include obtaining construction permits for the Project from required state and federal agencies.

G. Easement and Property Description Preparation Services. This work task shall consist of preparing legal descriptions for permanent and construction easements necessary for the South Area Trunk Sewer – Western Extension. The work shall include preparation of easement plats and acquisition plats for each of the easements and acquisitions which shall be required. The work task includes surveying and establishing and re-establishing property pins as required by applicable survey standards for parcels for which permanent right-of-way and easements are acquired.

H. Advertisement for Bids. The Engineers shall assist in the preparation of the notice to contractors and shall provide plans and specifications to prospective bidders. Publication costs shall be borne by the City.

I. Cost of Plans and Specifications. Plans and specifications shall be provided to contractors, plan rooms and suppliers at no cost. The City shall compensate the Engineers for the actual cost of the plans and specifications provided contractors, plan rooms and suppliers during Project bidding.

J. Estimates of Cost. The Engineers shall prepare a preliminary Engineers' Estimate of Cost for the improvements in the Project. An updated estimate of cost shall be prepared at the time of completion of the plans and specifications. The Engineers' Estimate of Cost is intended for the use of the City in financing the Project. The Engineers shall not be responsible if the contract awarded for construction of the Project varies from the original Engineers' Estimate of Cost.

K. Award of Contract. The Engineers shall have a representative present when the bids and proposals are opened, and shall make a tabulation of bids to the City and shall advise the City on the responsiveness of the bidders and assist the City in making the award of contract. After award is made, the Engineers shall assist in the preparation of the necessary contract documents.

L. Additional Design Services. The Engineers shall, as a part of the design services, include the following work tasks:

1. Attend and conduct preconstruction conferences.

2. Attend conferences with City, contractors and utility companies.

3. Assist in interpretation of plans and specifications.

4. Review shop drawings and data of manufacturers.

M. Construction Record Documents. This work task shall consist of the preparation of corrected plan drawings to show the actual constructed conditions based on field information either generated by the Engineers as a part of project construction services, or provided by the City in the event the Engineers do not provide construction resident services. The City shall be provided with one reproducible mylar set of the construction record drawings.

II. TASK 2 - PROJECT CONSTRUCTION SERVICES. This work task shall consist of the Engineers providing services during construction of the Project including the following work tasks:

A. Process and certify payment estimates of Contractor to the City.

B. Provide written monthly progress reports to the City showing progress on the Project.

C. Make routine and special trips to the Project site as required.

D. Review the results submitted by testing consultant retained under this Agreement.

E. Consult with and advise the City and prepare routine change orders as required.

F. Make final reviews after construction contract is completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contract has been substantially completed.

G. Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications.

H. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to insure proper review of the construction work. On-site review shall take place on a regular and nearly continuous basis during construction work on the Project.

I. The Engineers shall coordinate and periodically review the accuracy of construction staking provided by the Contractor as a part of its obligation under the contract documents.

J. The Engineers shall coordinate the activities of the independent testing laboratory retained by the Contractor to provide quality assurance testing during construction of the Project.

ATTACHMENT 2

PROJECT SCHEDULE

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

Task 1 – Completion of Right-of-Way Document Preparation	October 15, 2015
Completion of Design	December 15, 2015

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

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

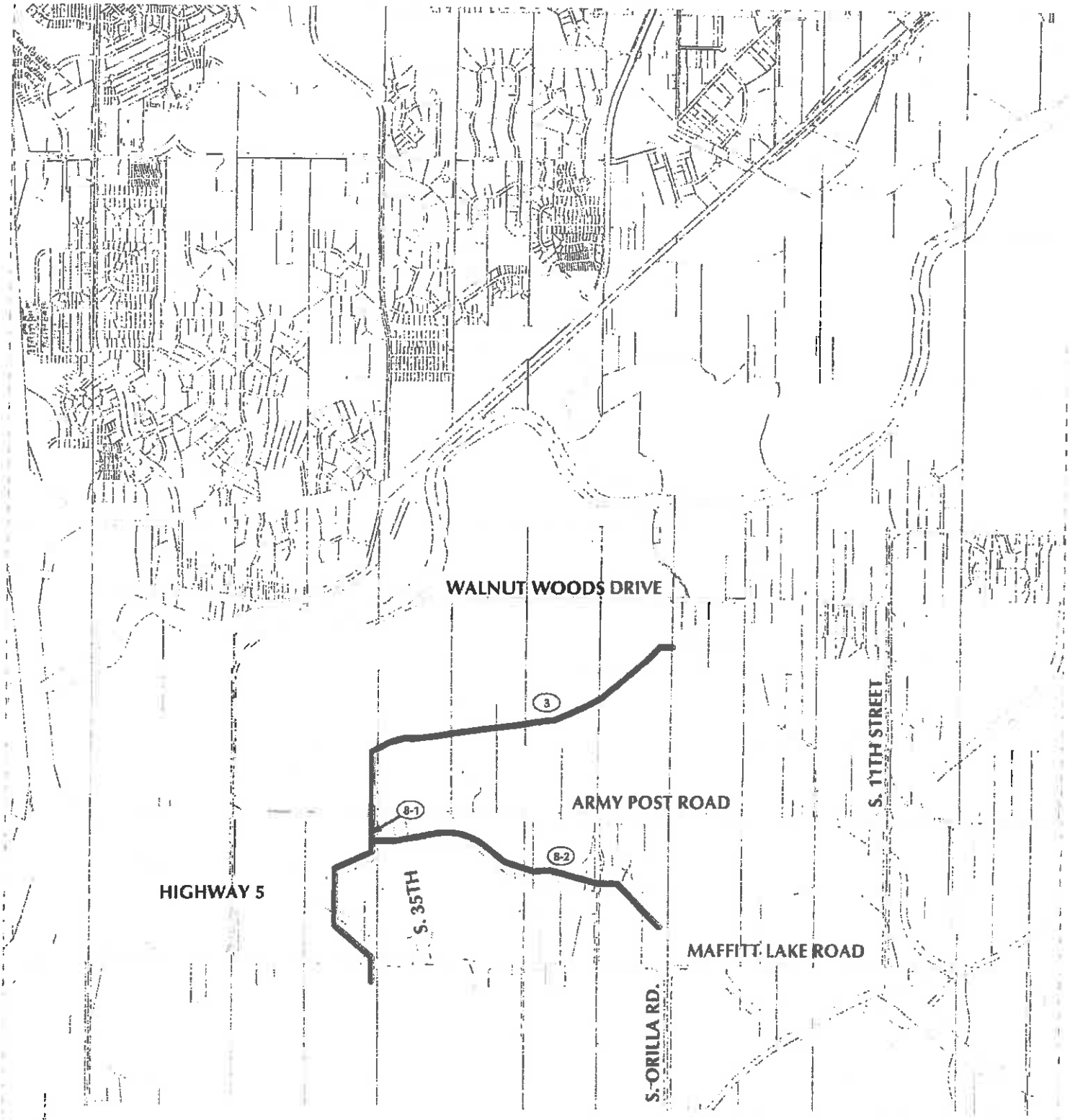
ATTACHMENT 3

SCHEDULE OF FEES

HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2014)

Management I	$150.00
Management II	146.00
Process Engineer	166.00
Engineer I-A	150.00
Engineer I-B	140.00
Engineer I-C	138.00
Engineer II	126.00
Engineer III-A	111.00
Engineer III-B	104.00
Engineer III-C	99.00
Engineer IV	96.00
Engineer V	90.00
Engineer VI	85.00
Engineer VII	80.00
Engineer VIII	75.00
Engineer IX	69.00
Engineer X	64.00
Engineer XI	60.00
Design Technician	86.00
Planner I	98.00
Planner II	75.00
Planner III	69.00
Drafter I	84.00
Drafter II	71.00
Drafter III	68.00
Drafter IV	63.00
Drafter V	52.00
Drafter VI	50.00
Drafter VII	41.00
Clerical I	77.00
Clerical II	56.00
Clerical III	41.00
Clerical IV	32.00
Construction Manager	144.00
Surveyor I	85.00
Surveyor II	78.00
Technician I	74.00
Technician II	68.00
Technician III	65.00
Technician IV	60.00
Technician V	54.00
Technician VI	51.00
Technician VII	42.00
Technician VIII	37.00
Technician IX	30.00
Building Inspector I	80.00
Building Inspector II	70.00
Robotics	30.00/Hour

GPS	30.00/Hour
Leica Total Station	20.00/Hour
Total Station Robotics	15.00/Hour
Tablet	45.00/Hour
Fluoroscope	50.00/Hour
4-Wheeler	45.00/Day
Mileage	575¢/Mile



NORTH
1" = 2400'

EXISTING SEWER
PROPOSED SEWER
8-1 CONNECTION FEE SEWER NUMBER

WEST DES MOINES, IOWA
SOUTH AREA TRUNK SEWER -
WESTERN EXTENSION

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 4, 2015

ITEM:

Resolution - Accepting Public Improvements
Rogers Farm

FINANCIAL IMPACT:

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

BACKGROUND:

Gator Excavating, Inc. has substantially completed sanitary sewer improvements at Rogers Farm in accordance with the plans prepared Civil Engineering Consultants, Inc. and the specifications of the City. These improvements have been inspected by the City.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Public Improvements for Rogers Farm.

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

DCW

STAFF REVIEWS

Department Director	Duane C. Wittstock, P.E., L.S., City Engineer
Appropriations/Finance	
Legal	Richard Scieszinski, City Attorney JBW
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	April 29, 2015		
Recommendation	Yes	No	Split

RESOLUTION
ACCEPTING PUBLIC IMPROVEMENTS

WHEREAS, a Preliminary Plat was reviewed and approved by the City Council of West Des Moines, Iowa, at a meeting held on September 8, 2014 said Plat being described as follows:

Rogers Farm

WHEREAS, a Final Plat for Rogers Farm was submitted for review by the City Council of West Des Moines, Iowa, on November 3, 2014, and was found to be generally consistent with the Preliminary Plat for Rogers Farm.

WHEREAS, the West Des Moines City Council adopted a Resolution which approved the Final Plat for Rogers Farm, at their meeting on November 3, 2014, subject to any conditions of approval and contingent upon construction and acceptance of all public streets and utilities; and

WHEREAS, on November 3, 2014, the Final Plat was released for recordation.

WHEREAS, on October 16, 2014 Construction Drawings were approved by the West Des Moines City Engineer. (Revised 10-28-2014 when manhole 8B was moved 10 feet north).

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

Section 1: The public improvements for Sanitary Sewer Improvements for Rogers Farm are hereby accepted and are hereby dedicated for public purposes for Rogers Farm.

PASSED AND APPROVED this **4th** day of **May, 2015.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

P:\PWENGR\SUBDIV\Rogers Farm\Pinkies\Acceptance of Public Improvements.doc

Location Map

N

0 250 500 1,000 Feet

Legend

Project Location

Resolution – Approving Acceptance of Public Improvements
Rogers Farm
Sanitary Sewer Improvements

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 4, 2015

ITEM:

Resolution - Accepting Public Improvements
South Maple Grove Plat 13

FINANCIAL IMPACT:

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

BACKGROUND:

Halbrook Excavating Inc. has substantially completed installation of the public sanitary sewer at South Maple Grove Plat 13 in accordance with the plans prepared by Civil Design Advantage and the specifications of the City. These improvements have been inspected by the City.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Public Improvements for South Maple Grove Plat 13.

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane C. Wittstock, P.E., L.S., City Engineer DCW
Appropriations/Finance	
Legal	Richard Scieszinski, City Attorney JBW
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	April 29, 2015		
Recommendation	Yes	No	Split

RESOLUTION
ACCEPTING PUBLIC IMPROVEMENTS

WHEREAS, a Preliminary Plat was reviewed and approved by the City Council of West Des Moines, Iowa, at a meeting held on March 04, 2013 said Plat being described as follows:

South Maple Grove Plat 13

WHEREAS, a Final Plat for South Maple Grove Plat 13 was submitted for review by the City Council of West Des Moines, Iowa on June 10, 2013 and was found to be generally consistent with the Preliminary Plat for South Maple Grove Plat 13.

WHEREAS, the West Des Moines City Council adopted a Resolution which approved the Final Plat for South Maple Grove Plat 13 at their meeting on June 10, 2013 to any conditions of approval and contingent upon construction and acceptance of all utilities; and

WHEREAS, on June 10, 2013 the Final Plat was released for recordation.

WHEREAS, on June 05, 2013 the Construction Plans were approved by the West Des Moines City Engineer.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

Section 1: The public improvements for Sanitary Sewer for South Maple Grove Plat 13 are hereby accepted and are hereby dedicated for public purposes for South Maple Grove Plat 13.

PASSED AND APPROVED this **4th** day of **May, 2015.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

P:\PWENGR\SUBDIV\South Maple Grove Plat 13\Pinkies\Acceptance of Public Improvements.doc

Location Map

N

0 200 400 Feet

Legend

Project Location

Resolution – Approving Acceptance of Public Improvements
South Maple Grove Plat 13

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 4, 2015

ITEM:

Resolution – Approval Authorizing the Construction of Public Improvements (Sanitary Sewer)
West Lakes Office Park Plat 3, Lot 16
Ryan Companies

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

During construction of the Merchants Bonding site, the contractor encountered numerous utility conflicts attempting to connect the building to the existing sanitary sewer stubbed to the site. Civil Engineering Consultants approached the City with a proposal for a new sanitary sewer stub that ties into a public sewer on the west side of Lake Drive. The sewer will be bored under Lake Drive so there will be no disruption to traffic flow. Said sewer is in a public easement on private property. The applicant will be required to fully restore the property. The private property owner is aware of the impending construction.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approval Authorizing the Construction of Public Improvements for West Lakes Office Park Plat 3,
  Lot 16.

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane C. Wittstock, P.E., L.S., City Engineer
Appropriations/Finance	
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

P:\PWENGR\SUBDIV\West Lakes Office Park Plat 03\Lot 16\Construction Plans.doc

Resolution Authorizing the Construction of Public Improvements

WHEREAS, a Preliminary Plat was reviewed and approved by the City Council of West Des Moines, Iowa, at a meeting held on October 26, 1992, and said plat being described as follows:

West Lakes Office Park Plat 3, Lot 16

WHEREAS, a Final Plat for West Lakes Office Park Plat 3 was submitted for review by the City Council of West Des Moines, Iowa, on October 26, 1992 and was found to be generally consistent with the Preliminary Plat for West Lakes Office Park Plat 3.

WHEREAS, the West Des Moines City Council adopted a Resolution which approved a the Final Plat for West Lakes Office Park Plat 3 at their meeting on October 26,1992 subject to any conditions of approval and contingent upon construction and acceptance of all public streets and utilities.

WHEREAS, a Site Plan for the West Lakes Office Park Plat 3 located on Lot 16 of West Lakes Office Park Plat 3 has been submitted, reviewed and approved on September 22, 2014;

WHEREAS, public improvements will be necessary for the completion of the West Lakes Office Park Plat 3 project;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

HEREBY APPROVE authorizing the construction of public improvements for Lot 16, West Lakes Office Park Plat 3, Lot 16.

PASSED AND APPROVED this **4th** day of **May, 2015.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

PUBLIC IMPROVEMENTS DRAWINGS FOR

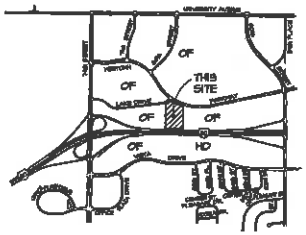
MERCHANTS BONDING

WEST DES MOINES, IOWA

LOT 16, WEST LAKES OFFICE PARK PLAT 3

RYAN COMPANIES US, INC., 14001 UNIVERSITY AVE #300, CLIVE, IA 50325

CONTACT: CRAIG THOMPSON PH: 304-8512



VICINITY SKETCH

NORTH

QUANTITIES

SANITARY SEWER

1.	100	L.F.	8-INCH SANITARY SEWER
2.	1	EA.	TYPE 1' SANITARY SEWER MANHOLE
3.	1	EA.	TYPE 'A' SANITARY SEWER MANHOLE

CERTIFICATION

LICENSED PROFESSIONAL ENGINEER PATRICK J. SHEPARD 12265 IOWA

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.

PATRICK J. SHEPARD, IOWA LIC. NO. 12265 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 1 - 2

DRAWING INDEX

Sheet Number	Sheet Title
1	COVER
2	SANITARY SEWER PLAN & PROFILE

HORIZONTAL CONTROL

Point Name: MDM-HZ #3 Network Point ID: 2003
Designation: Dallas Co. GPS Control Monument 618 (set by NRKS in 2002)
Northing: 593166.0069ft Easting: 1560860.0069ft
Orthometric Height: 972.356ft Ellipsoid Height: 870.806ft Geoid09
Latitude: N41°35'00.92334" Longitude: W93°47'21.5661"
Mapping Angle: -0°11'30" Combination Scale Factor: 0.9999310170
Monument Type: 5/8" x 6'-0" long aluminum rod with stamped cap and NGS style access cover.

Point Name: MDM-HZ #4 Network Point ID: 2004
Designation: West Des Moines GPS Control Pt. - MDM-HZ #4
Northing: 574949.2369ft Easting: 1560618.2169ft
Orthometric Height: 1012.406ft Ellipsoid Height: 911.046ft Geoid09
Latitude: N41°33'21.76674" Longitude: W93°47'40.74528"
Mapping Angle: -0°12'36" Combination Scale Factor: 0.9999128041
Monument Type: 3/4" x 4'-0" long Berntsen Top Security Rod monument with a 2-1/2" dia. domed survey cap and permanent magnet encased in a white PVC pipe with a NGS style alum. access cover.

NOTES:

1. ALL CONNECTIONS TO EXISTING PUBLIC STRUCTURES NEED TO BE CORE DRILLED.
2. ALL PUBLIC SEWERS CONSTRUCTED AS PART OF THIS PLAT WILL NEED TO BE TELEVISED BY THE CITY AS PART OF THE FINAL INSPECTION. CONTACT THE PUBLIC WORKS DEPARTMENT (RON WIESE 222-3480) TO SCHEDULE TELEVISING.
3. 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 CONSTRUCTION DIVISION -CLINT CARPENTER (222-3480) TO OBTAIN APPLICABLE CITY PERMITS THAT MAY BE NECESSARY.
4. 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 AND THE DES MOINES METROPOLITAN DESIGN STANDARDS MANUAL WITH WEST DES MOINES ADDENDA.
5. COORDINATE STAGING AND TRAFFIC CONTROL WITH WDM EMERGENCY SERVICES.
6. LANE CLOSURE NOTICES MUST BE SUBMITTED TO CITY OF WDM PUBLIC WORKS FOR APPROVAL A MINIMUM OF 48 HOURS IN ADVANCE OF CLOSURE.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LEASES NEEDED TO CONSTRUCT THIS PROJECT.
8. THE LOCATION OF EXISTING FACILITIES AND APPURTENANCES SHOWN ON THIS PLAN ARE BASED ON AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING TO DETERMINE EXACT FACILITIED LOCATIONS. CIVIL ENGINEERING CONSULTANTS, INC. DOES NOT GUARANTEE THE LOCATION OF EXISTING FACILITIES AS SHOWN, OR THAT ALL EXISTING FACILITIES ARE SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL PUBLIC AND PRIVATE UTILITY PROVIDERS SERVING THIS AREA, AND IOWA ONE CALL, TO DETERMINE THE EXTENT AND PRECISE LOCATION OF EXISTING FACILITIES BEFORE CONSTRUCTION BEGINS.
9. THE CONTRACTOR SHALL PROTECT EXISTING ON-SITE FACILITIES FROM DAMAGE RESULTING FROM THE CONTRACTOR'S WORK. IF DAMAGE, BREAKAGE, INTERRUPTION OF SERVICE, ETC. OF EXISTING FACILITES DOES OCCUR THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE UTILITY'S OWNER.
10. THE CONTRACTOR SHALL RECONNECT ALL FIELD TILE INTERCEPTED DURING CONSTRUCTION.
11. CIVIL ENGINEERING CONSULTANTS, INC. IS NOT A GEOTECHNICAL ENGINEER.
12. IF THERE IS A DISCREPANCY BETWEEN THE DETAILED PLANS AND QUANTITIES SUMMARY PLEASE CONTACT CIVIL ENGINEERING CONSULTANTS, INC.
13. ALL TRENCH BACKFILL SHALL BE 95% STANDARD PROCTOR DENSITY.
14. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ARRANGE FOR INSPECTIONS AS NEEDED.
15. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH M.U.T.C.D.
16. ALL SUBGRADE PREPARATION SHALL BE PROOF ROLLED AND COMPACTED TO 95% PROTOR DENSITY, -3% - +4% FROM OPTIMUM MOISTURE CONTENT.
17. RESTORE LAWN ON WEST SIDE OF LAKE DRIVE WHEN CONSTRUCTION IS COMPLETE.

GENERAL LEGEND

PROPOSED	EXISTING
FLAT BOUNDARY	LOT LINE
SECTION LINE	SANITARY/STORM MANHOLE
LOT LINE	WATER VALVE
CENTERLINE	FIRE HYDRANT
EASEMENT LINE	STORM SEWER SINGLE INTAKE
FLARED END SECTION	STORM SEWER DOUBLE INTAKE
DRAIN BASIN OR SEDIMENT RISER	STORM SEWER ROUND INTAKE
DRAIN BASIN WITH SOLID GRATE	FLARED END SECTION
WATER VALVE	DECIDUOUS TREE
FIRE HYDRANT ASSEMBLY	CONIFEROUS TREE
BLOW-OFF HYDRANT	SHRUB
SCOUR STOP MAT	POWER POLE
TURF REINFORCEMENT MAT	STREET LIGHT
STORM SEWER WITH SIZE	GUY ANCHOR
WATER SEWER WITH SIZE	ELECTRIC TRANSFORMER
WATER SERVICE	GAS METER
PROPOSED CONTOUR	TELEPHONE RISER
SILT FENCE	SIGN
ADDRESS	UNDERGROUND TELEVISION
RIPRAP	UNDERGROUND ELECTRIC
SUBDRAIN	UNDERGROUND GAS
	UNDERGROUND FIBER OPTIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	SANITARY SEWER WITH SIZE
	STORM SEWER WITH SIZE
	WATER MAIN WITH SIZE
	SUBDRAIN
	EXISTING CONTOUR
	TREELINE
	B.S.L. BUILDING SETBACK LINE
	P.U.E. PUBLIC UTILITY EASEMENT
	M.O.E. MINIMUM OPENING ELEVATION
	PROPOSED LIGHT POLE

BENCH MARK

CITY OF WEST DES MOINES B.M. #021
INTERSECTION OF JORDAN CREEK PARKWAY AND THE NORTH RAMP OF NORTHWESTERN COURSE OF INTERSECTION, 43 FEET WEST OF THE NORTHWEST RAMP-OF-WAY FENCE CORNER, 150 FEET EAST OF CENTERLINE OF JORDAN CREEK PARKWAY IN PAVEMENT, APPROX. 15 FEET SOUTH.
STANDARD BENCHMARK.

NAVD88 DATUM ELEVATION ——— 979.78
M.D.M. DATUM ELEVATION ——— 205.75

CITY OF WEST DES MOINES B.M. #041
INTERSECTION OF UNIVERSITY AVENUE AND JORDAN CREEK PARKWAY, NORTHWEST CORNER OF INTERSECTION, 315 FEET EAST OF THE CENTERLINE OF JORDAN CREEK PARKWAY, 330 FEET SOUTH OF THE CENTERLINE OF UNIVERSITY AVENUE.
STANDARD BENCHMARK

NAVD88 DATUM ELEVATION ——— 972.64
M.D.M. DATUM ELEVATION ——— 198.65

IOWA ONE CALL 1-800-292-8989

CEC
Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . Fax: 515.276.7084 . mail@cecdsm.com

DATE:	REVISIONS	COMMENTS
APRIL 24, 2015	1	
	2	
	3	
	4	
	5	
	6	

DATE OF SURVEY: JAN. 07, 2015
DESIGNED BY: S.J.D
DRAWN BY: R.J.D

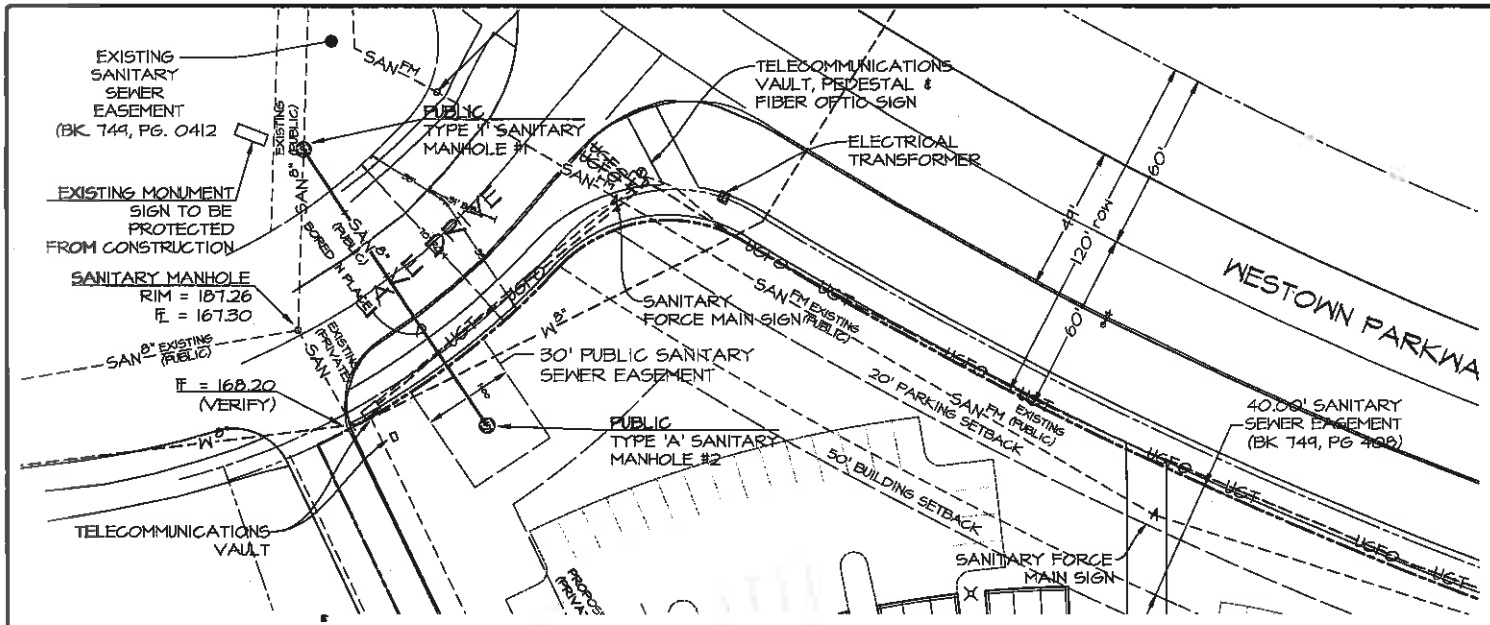
MERCHANTS BONDING
WEST DES MOINES, IOWA

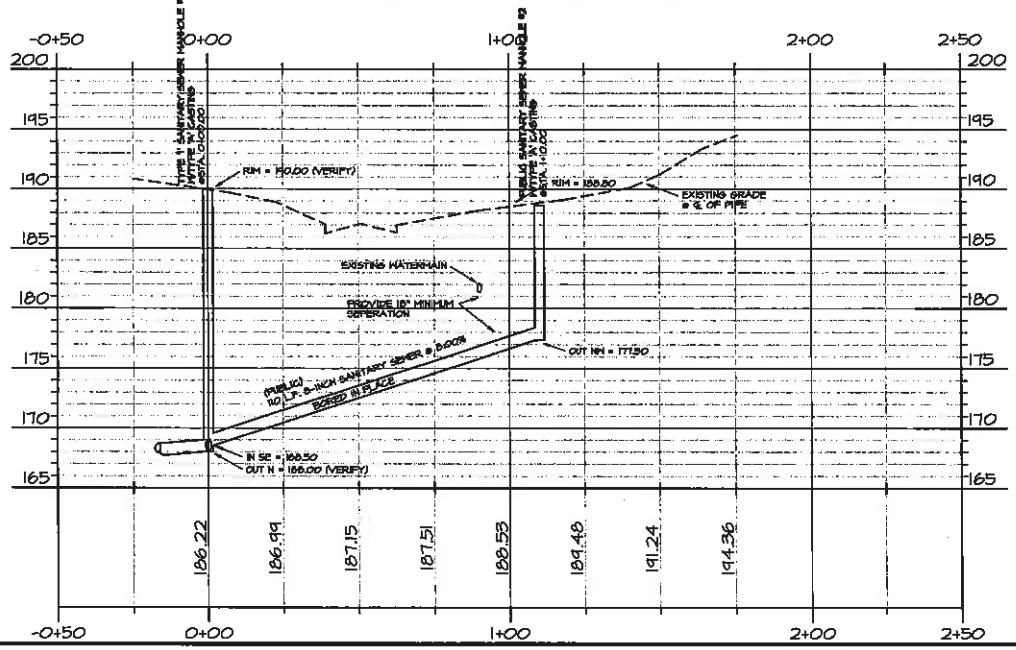
COVER

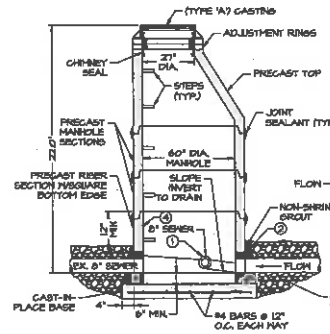
SHEET 1 OF 2

A1001

Q:\JA-FILES\Jobs\1595\A1595_CED Drawings\Construction Documents\A1595 sanitary profile cover.dwg, 4/24/2015 11:46:16 AM, rcamargo, 1:1

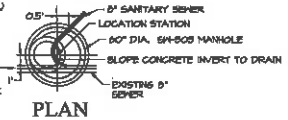






TYPICAL SECTION TYPE 'T' MANHOLE

1. FOR NEW PIPE CONNECTIONS, PROVIDE CORED OPENING WITH FLEXIBLE PIPE CONNECTOR.
2. FOR EXISTING PIPE CONNECTIONS, PROVIDE AN ARCHED OPENING WITH A DIAMETER UP TO 6 INCHES LARGER THAN OUTSIDE DIAMETER OF PIPE. INSTALL WATERSTOP AROUND EXISTING PIPE. FILL VOID BETWEEN PIPE AND OPENING WITH NON-SHRINK GROUT.
3. FOR ADDITIONAL CONFIGURATIONS, MAINTAIN A MINIMUM OF 12 INCHES OF CONCRETE BETWEEN VERTICAL EDGES OF PIPE OPENINGS.
4. 12 INCH MINIMUM RISER HEIGHT ABOVE ALL PIPE OPENINGS.
5. THIS MANHOLE AND CASTING SPECIFICATION IS PER THE CURRENT EDITION OF OF THE IOWA STATEWIDE URBAN DESIGN STANDARDS (SUDAS).



PLAN

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12, Des Moines, Iowa 50322
515.276.4884 . Fax: 515.276.7094 . paul@ceciac.com

DATE:	REVISIONS	COMMENTS
APRIL 24, 2013	1 NOV. 18, 2014	
	2 JAN. 15, 2015	
	3	
	4	
	5	
	6	
DATE OF SURVEY:	SJD	
DRAWN BY:	HH	

MERCHANTS BONDING
WEST DES MOINES, IOWA
SANITARY SEWER

SHEET 2 OF 2

A-504

Location Map

N

0 200 400 Feet

Legend
Project Location

Resolution – Approval Authorizing the Construction of Public Improvements (Sanitary Sewer)
West Lakes Office Park Plat 3, Lot 16
Ryan Companies – Merchants Bonding

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 4, 2015

ITEM:

Resolution - Establishing Public Hearing
Regarding the Final Design, Site Selection, and Consideration of Acquiring Agricultural Property
S. 8th Street – County Line Road to Pine Avenue

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

State law requires a public hearing prior to the authorization for acquisition of agricultural property necessary for a public improvement project. A Public Hearing should be scheduled for 5:35 p.m. on June 15, 2015.

The property is located in the City of Norwalk. This acquisition is necessary in order to connect South 8th Street with the existing paving on 50th Avenue in Norwalk and to provide access to properties during construction. Staff has been coordinating this project with the City of Norwalk staff. A copy of the notice that will be mailed to property owner is included in the packet.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

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

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer DCW

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	
Legal	Richard J. Scieszinski, City Attorney RJS
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	April 29, 2015		
Recommendation	Yes	No	Split

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

S. 8th Street – County Line Road to Pine Avenue
Project No. 0510-050-2014

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

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

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

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

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

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

1. A public hearing time and date of 5:35 p.m. on June 15, 2015 is established to consider the Project.

2. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing shall be made to each owner and contract purchaser of agricultural property which may be needed for construction of the Project.

3. The City Clerk is ordered to publish said notice of public hearing and provide written notice to affected property owners and contract purchaser.

4. Subsequent to or in conjunction with consideration of the Project, the City shall obtain compensation estimates and/or appraisals establishing the fair market value of the property and easements required for construction of the Project.

PASSED AND ADOPTED this 4th day of May, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

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

S. 8th Street – County Line Road to Pine Avenue
Project No. 0510-050-2014

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

TO: Owners and Parties in Possession

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

1. DESCRIPTION OF THE PROJECT.

NOTICE IS HEREBY GIVEN to the above identified owners of agricultural land that the City Council of the City of West Des Moines, Iowa will consider authorizing the commencement of a project to acquire property and property interests for the construction of street improvements which will comprise the S. 8th Street Project to be located from County Line Road to Pine Avenue.

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

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

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

In making the decision to proceed with the Project and to authorize the acquisition of property and property interests, the City Council will hold a public hearing, giving persons interested in the proposed Project the opportunity to present their views, including the proposed acquisition of property. The public hearing will be held during the City Council's regularly scheduled meeting on **the 15th day of June, 2015, in the City Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, commencing at 5:35 p.m.** In order for the City to proceed, the City Council will be required to consider and approve the Project and authorize acquisition of private property by Council resolution following the public hearing.

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

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

4. CONTACT PERSON.

Further information regarding this proposed public improvement project or its impact on the properties identified above may be obtained by contacting **Duane Wittstock, West Des Moines City Engineer, 4200 Mills Civic Parkway, West Des Moines, Iowa 50265, or by telephone at (515) 222-3620.**

5. STATEMENT OF RIGHTS.

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

a. Receive just compensation for the taking of property. (Iowa Const., Article 1, Section 18)

b. An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code §§ 6B.45, 6B54)

c. Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based, not less than ten (10) days before being contacted by the acquiring agency's acquisition agent. (Iowa Code §6B.45)

d. When an appraisal is required, an opportunity to accompany at least one appraiser of the acquiring agency who appraises your property. (Iowa Code §6B.54)

e. Participate in good faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code §6B.3(l))

f. If you cannot agree on a purchase price with the acquiring agency, a determination of just compensation by an impartial compensation commission and the right to appeal its award to district court. (Iowa Code §§ 6B.4, 6B.7, and 6B.18)

g. A review by the compensation commission of the necessity for the condemnation if your property is agricultural land being condemned for industry. (Iowa Code § 6B.4A)

h. Payment of the agreed upon purchase price, or if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code §§ 6B.25 and 6B.54(11))

i. Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code §§ 6B.33 and 6B.54(10))

j. Reimbursement of certain litigation expenses: (1) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (2) if the award on appeal in court is more than the compensation commissioner's award. (Iowa Code § 6B.33)

k. At least 90 days written notice to vacate occupied property. (Iowa Code § 6B.54(4))

l. Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility, and the amount of payments. (Iowa Code §316.9)

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

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

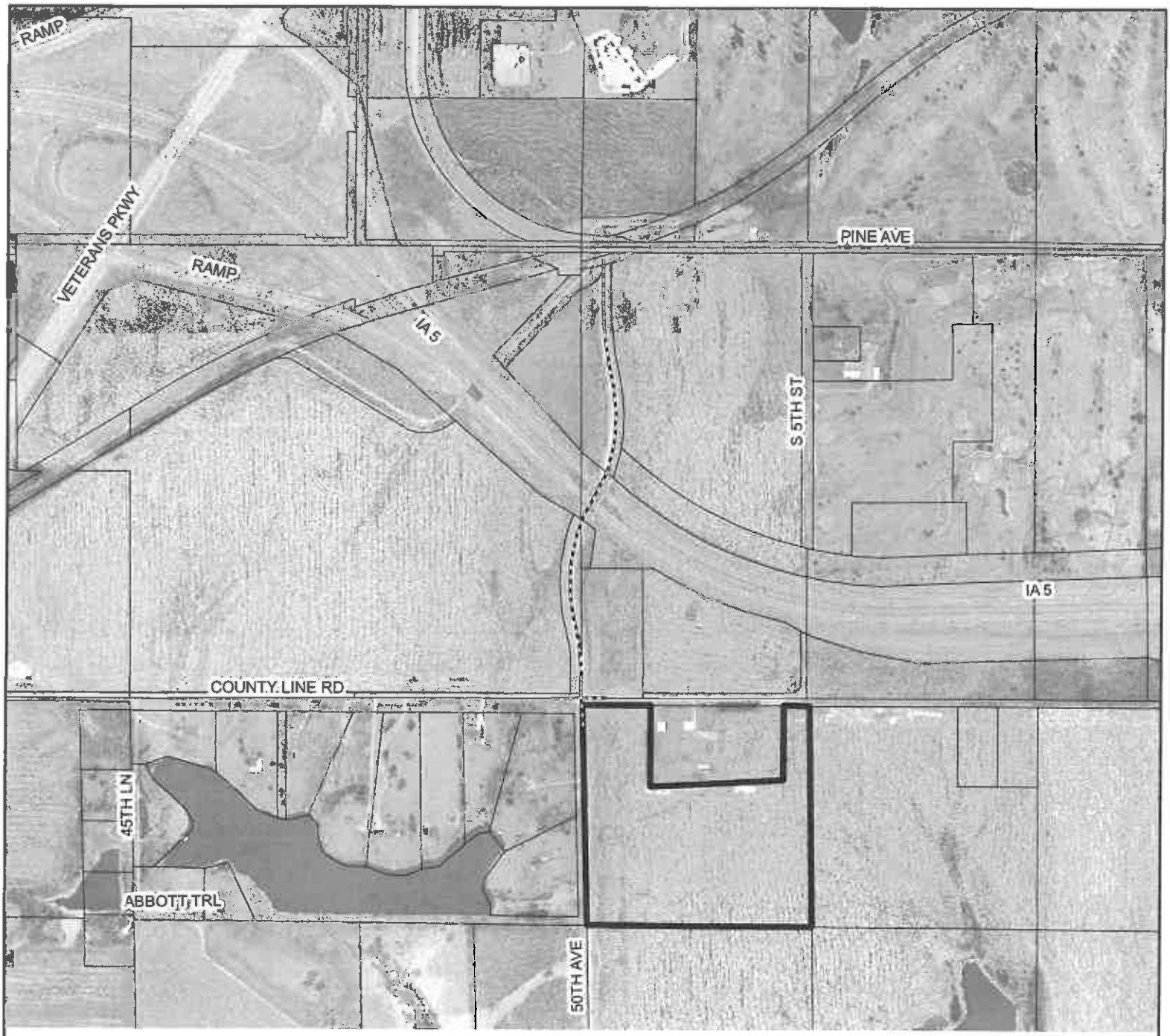
/s/ Ryan T. Jacobson
City Clerk, West Des Moines, Iowa

To be published in the Des Moines Register no less than four (4) nor more than twenty (20) days before June 15, 2015.

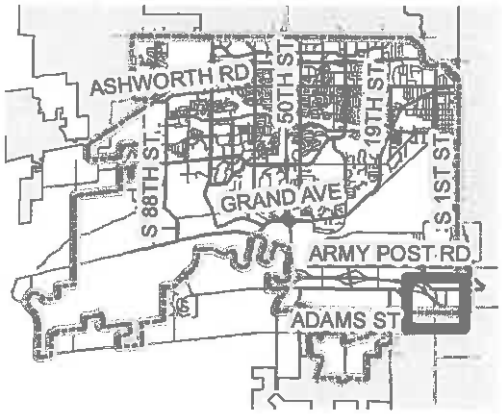
Mailed to all affected Property Owners on May 5, 2015.

Agricultural Properties
South 8th Street Improvements Pine Avenue to County Line Road
0510-050-2014

Parcel	Deed Holder	Contract Buyer
64025020440	Timothy E Stark Trust Et Ux 6800 E Cypresshead Dr Parkland FL 33067	



VICINITY MAP



N

LEGEND

PROJECT LOCATION ———

THE CITY OF WEST DES MOINES

CITY OF WEST DES MOINES
ENGINEERING SERVICES
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IOWA 50265
PH: (515) 222-3620 FAX: (515) 273-0602

PROJECT: **S. 8th STREET COUNTY LINE ROAD TO PINE AVENUE**		
		Project No. 0510-050-2014
LOCATION: **EXHIBIT "A"**		
DRAWN BY: BJM	DATE: 4/24/2015	SHT. 1 OF 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 4, 2015

ITEM: Resolution - Approval of License Agreement between the City of West Des Moines and the Des Moines Water Works for the Installation of Optical Fiber

FINANCIAL IMPACT: Installation costs to be reimbursed by Microsoft Corporation

BACKGROUND: A term of the Alluvion Development Agreement between the City and Microsoft Corporation requires the City to coordinate the installation of optical fiber necessary to serve the development. A portion of the installation will be on property owned by Des Moines Water Works ("DMWW"). The attached License Agreement sets forth the terms and conditions between the City and DMWW to allow the City and its contractors access to DMWW property to conduct the installation. All actual costs incurred by the City for installation of the fiber will be reimbursed by Microsoft. The Agreement was approved by the Des Moines Water Works Board of Trustees on March 25, 2015.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Adopt the Resolution approving the Agreement between the City and Des Moines Water Works for the Installation of Optical Fiber

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney RJS
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation			

RESOLUTION NO._____

AUTHORIZING APPROVAL OF A LICENSE AGREEMENT BETWEEN THE CITY OF WEST DES MOINES, IOWA AND THE DES MOINES WATER WORKS FOR THE INSTALLATION OF OPTICAL FIBER

WHEREAS, the City of West Des Moines and Microsoft Corporation have entered into an agreement related to the development of the Project Alluvion Data Center; and

WHEREAS, a term of the agreement requires the City to coordinate the installation of optical fiber necessary to serve the data center; and

WHEREAS, because a portion of the optical fiber will be located on property owned by the Des Moines Water Works ("DMWW"), the City and DMWW have negotiated a License Agreement that will allow the City and its contractors to access DMWW property; and

WHEREAS, the License Agreement, which is beneficial to both parties, sets forth the terms and conditions under which installation of the optical fiber will occur; and

WHEREAS, it is in the best interest of the City of West Des Moines to approve the License Agreement between the City and the Des Moines Water Works.

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

1. The License Agreement between the City of West Des Moines and the Des Moines Water Works is approved.

2. The Mayor is authorized to sign the Agreement and the City Clerk is directed to attest to the Mayor's signature.

PASSED AND ADOPTED this 4th day of May, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

LICENSE AGREEMENT BETWEEN THE CITY OF WEST DES MOINES, IOWA AND THE DES MOINES WATER WORKS FOR THE INSTALLATION OF OPTICAL FIBER

THIS LICENSE AGREEMENT (hereinafter the "Agreement") is entered this 24th day of March, 2015, by and between the City of West Des Moines, Iowa, a municipality organized under the laws of the State of Iowa, (hereinafter "City") and the Board of Water Works Trustees of the City of Des Moines, Iowa, a municipal utility organized and existing under Chapter 388, Code of Iowa and also known as Des Moines Water Works (hereinafter "DMWW").

WHEREAS, the parties acknowledge that the City and Microsoft Corporation have entered into an agreement for the installation of optical fiber related to the construction of a data center by Microsoft in the City of West Des Moines, and that in conjunction with the construction of the data center and pursuant to the agreement with Microsoft, the City has identified certain real property owned by DMWW, located in Dallas County and Polk County, Iowa, commonly known as Maffitt Reservoir (hereinafter "Parent Parcel") that is favorable for locating a portion of the optical fiber necessary to serve the Microsoft data center; and

WHEREAS, the parties further acknowledge that subsequent to installation by the City, Microsoft Corporation will take ownership of and responsibility for the optical fiber, with the terms and conditions regarding the location and ownership of the optical fiber on DMWW property to be set forth in an easement agreement between Microsoft Corporation and DMWW; and

WHEREAS, prior to execution of the easement agreement, it is necessary for the City and DMWW to establish the terms and conditions under which the City will be allowed to access and install the optical fiber on the DMWW property, legally described as:

Shown on the attached Acquisition Plat identified as Exhibit "1"
(hereinafter "Property"),

subject to the terms and conditions of this License Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. GRANT OF LICENSE. DMWW grants to the City, its officials, employees, contractors, agents and assigns (collectively "City) full access to the Property for the purpose of locating and installing optical fiber, including but not limited to surveying, grading and storing materials and equipment related to the installation of the optical fiber and appurtenances thereto (the "Project").

2. DURATION. The City shall be entitled to access the Property on or after execution of this License Agreement by DMWW and shall be entitled to use the Property for the reasons set forth in this Agreement until the latter of acceptance of the Project by the West Des Moines City Council ("Project completion") or upon approval of an

easement agreement between Microsoft Corporation and DMWW ("easement approval"). Upon Project completion or easement approval, this License Agreement shall terminate and be of no further force or effect whatsoever.

3. COST PAID BY CITY. The City shall be responsible for any and all costs and expenses related to use of the Property during the term of this Agreement.

4. PROPERTY MAINTENANCE. Prior to Project completion, unless otherwise agreed by the Parties, the City shall remove all equipment and materials from the Property and restore the Property, reasonable wear and tear excepted, to the condition in which the Property existed at the time the Project commenced.

5. SIGNAGE. Signage on the Property shall be limited to contractor identification signage in conformance with the West Des Moines Code of Ordinances.

6. TAXES. No real property taxes shall be assessed against or payable by City for the Property.

7. PROPERTY AND LIABILITY INSURANCE.

   A. The City shall be solely responsible for providing insurance on any and all personal property and improvements the City maintains, constructs and/or installs on the Property. DMWW shall have no liability whatsoever or be responsible for the personal property of City.

   B. The City and its contractors and sub-contractors shall maintain liability insurance complying with the provisions of the attached Liability Insurance Requirements identified as Exhibit "2".

8. HOLD HARMLESS AND INDEMNIFICATION. The City shall protect, defend, indemnify and hold harmless DMWW, its elected officers, agents, employees, successors and assigns from and against all claims, demands, actions, judgments, settlements, or other costs, including reasonable attorneys' fees, which may be incurred or sustained due to the negligent or willful misconduct attributed to the City, its consultants, contractors, agents and assigns related to use of the Property by City during the term of this License Agreement. The City shall provide DMWW with prompt notice of any claim, demand or action and all necessary information and assistance to allow DMWW, at its option, to defend or settle such claim, demand or action. In the event that any such claim, demand, or action is caused by the joint or concurrent negligence of both the City and DMWW, the loss, expense, or claim shall be borne by each party in proportion to its negligence.

9. CITY ENVIRONMENTAL COMPLIANCE. The City represents, warrants, and agrees:

   A. The City's use of the Property will not include the use, generation, storage or disposal of any Hazardous Materials without City first obtaining the written consent of DMWW. City understands and agrees that DMWW's consent is at DMWW's sole option and complete discretion and that such consent may be

withheld or may be granted with any conditions or requirements that DMWW deems appropriate.

B. The City shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of Hazardous Materials used or kept on the Property by City, and City shall give immediate notice to DMWW of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

C. The City shall, upon demand of DMWW, and at the City's sole cost and expense, promptly take all actions to remediate the Property or Parent Parcel which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Property or Parent Parcel, which remediation is necessitated from the presence upon, about or beneath the Property or Parent Parcel of a Hazardous Material existing or introduced in violation of this Paragraph by the City. Such actions shall include but not be limited to the investigation of the environmental condition of the Property or Parent Parcel, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Property or Parent Parcel to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Property or Parent Parcel notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

10. ENVIRONMENTAL INDEMNITIES. The City, its, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless DMWW and its trustees, officers, employees, attorneys, and agents from and against any and all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, including, but not limited to, injury or death to persons or damage to property, which may result from, or arise out of, or be in any manner connected with, or arising from the presence or release of Hazardous Materials upon, about or beneath the Property or the Parent Parcel, occurring by reason of act or omission of the City or their respective employees, officers, agents, contractors and vendors.

The duties and indemnifications in this paragraph shall survive expiration or termination of this Agreement.

11. GENERAL COVENANTS.

A. The City shall take, and shall cause its contractors to take, all steps necessary, appropriate, and proper to conduct all activity hereunder in a safe, orderly, and environmentally proper manner without undue risk to any person or to the property of DMWW or others and without any nuisance to others. Such steps shall include adequate provisions for security, waste containment, air and water discharge control and sanitation. The City shall be solely responsible to

conduct work hereunder in a proper manner and to determine the nature and extent of all steps necessary and proper to achieve such objective.

B. The City shall comply, and shall assure that all of its suppliers, vendors, contractors, and employees comply with all applicable laws and regulations. Without limiting the generality of the foregoing, the City shall obtain all required federal, state, and local permits and shall comply with applicable safety, health and regulations. The City will furnish DMWW with evidence of compliance upon request.

12. TERMINATION. This Agreement shall terminate without notice, unless Microsoft Corporation and DMWW agree to terms and conditions of the easement agreement regarding the location and ownership of the optical fiber on DMWW property on or before May 1, 2015. Such terms and conditions include but are not limited to:

A. Horizontal and vertical alignment of the optical fiber.

B. Positions of access manholes and other appurtenances.

C. Future relocation of the optical fiber at Microsoft Corporation's expense in those areas where future land use by DMWW requires such relocation.

13. NOTICES. All notices or invoices which the Parties are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereafter provided. Mailed notices or invoices shall be deemed to be received by the Party to whom directed when they are postmarked. Such notices and invoices shall be delivered or mailed to the following persons at the addresses listed:

Notices to DMWW:	Notices to City:
Vern Rash, P.E., L.S. Des Moines Water Works 2201 George Flagg Parkway Des Moines, IA 50321 (515) 283-8733 rash@dmww.com	Duane Wittstock, City Engineer City of West Des Moines 4200 Mills Civic Parkway West Des Moines, IA 50265 (515) 222-3620 duane.wittstock@wdm.iowa.gov

14. AMENDMENT OF AGREEMENT. This Agreement may be amended only by written agreement signed by both Parties.

15. ASSIGNMENT OF AGREEMENT. Neither Party may assign this Agreement to a third party without the written consent of the other Party.

16. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to create in any third party, or in favor of any third party, any right(s), license(s), power(s) or privilege(s).

17. SEVERABILITY. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

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

19. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum to this Agreement.

20. EXECUTION OF AGREEMENT. This Agreement shall be executed in two counterparts, each of which so executed shall be deemed to be an original.

CITY OF WEST DES MOINES, IOWA

_____

Steven K. Gaer, Mayor

Attest:

_____

Ryan Jacobson, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

This document was acknowledged before me on the _____ day of March, 2015 by Steven K. Gaer, Mayor of the City of West Des Moines, Iowa and Ryan Jacobson, City Clerk on behalf of the City of West Des Moines, for whom the document was executed.

_____

Notary Public in and for said State

BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA

Graham R. Gillette
Chairperson

Attest:

William G. Stowe
Chief Executive Officer and General Manager

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this 25 day of March, 2015, before me, a Notary Public in and for the State of Iowa, personally appeared Graham R. Gillette and William G. Stowe, to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and the Chief Executive Officer and General Manager of the Board of Water Works Trustees of the City of Des Moines, Iowa, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the 24 day of March, 2015 and that Graham R. Gillette and William G. Stowe acknowledged the execution of the instrument to be the voluntary act and deed of the Board of Water Works Trustees of the City of Des Moines, Iowa, by it and by them voluntarily executed.

Laura C. Sarcone
Notary Public in and for said State

LAURA C SARCONE
Commission Number 767297
My Commission Expires
December 12, 2017

EXHIBIT '1' - ACQUISITION PLAT

OWNERS

CITY OF DES MOINES FOR THE USE AND BENEFIT OF THE BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA

UTILITY EASEMENT DESCRIPTION:

A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER AND A PART OF THE NORTH HALF OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 78 NORTH, RANGE 25 WEST AND A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 78 NORTH, RANGE 26 WEST AND A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 78 NORTH, RANGE 26 WEST AND A PART OF THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER AND A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 78 NORTH, RANGE 25 WEST, ALL BEING WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY AND POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 20.00 FOOT WIDE EASEMENT BEING 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

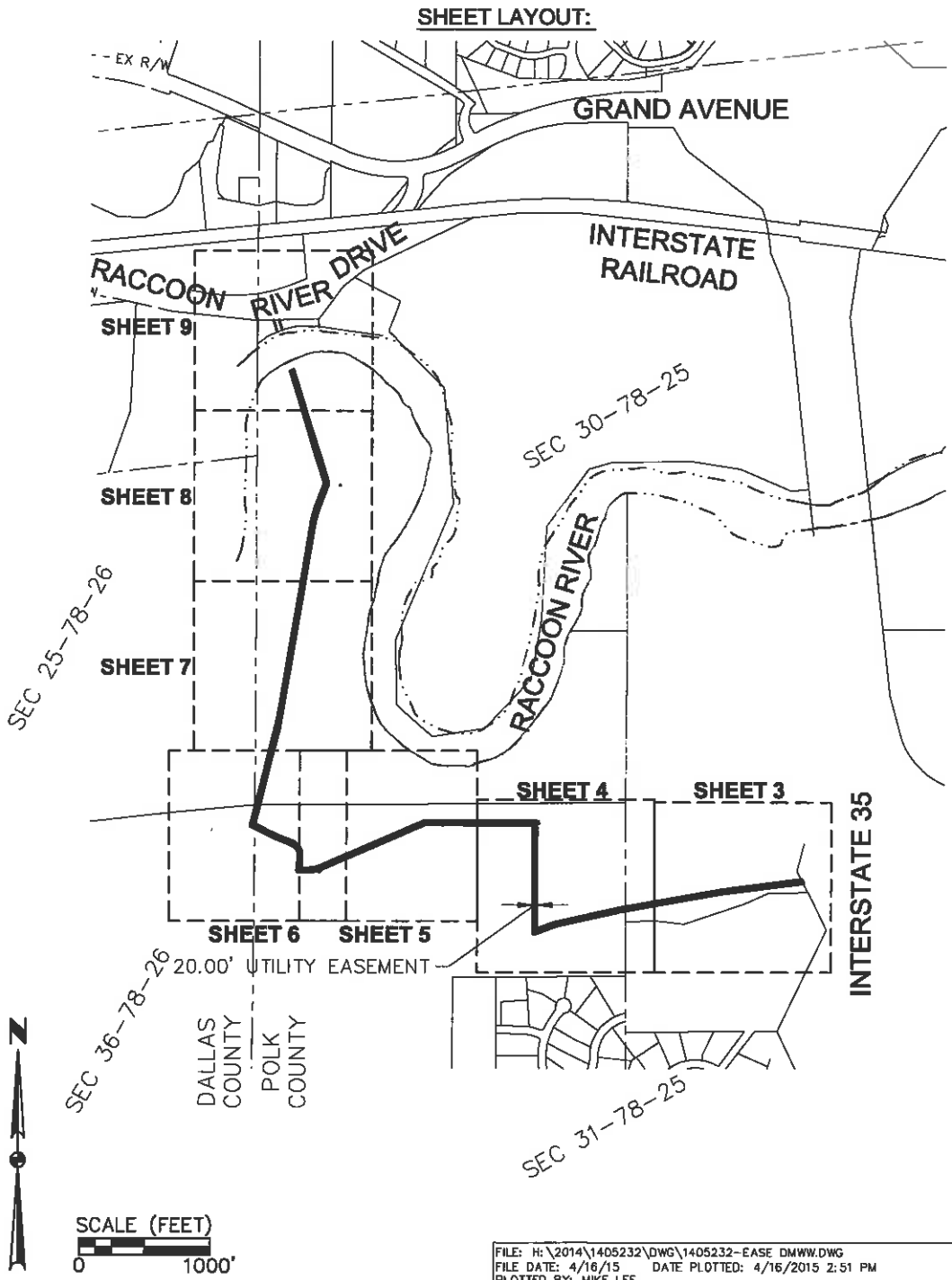
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH 00°13'42" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 610.22 FEET; THENCE NORTH 89°46'18" EAST, 1352.93 FEET TO THE WEST LINE OF THE RIGHT OF WAY OF INTERSTATE 35 AND THE POINT OF BEGINNING; THENCE SOUTH 82°48'12" WEST, 621.65 FEET; THENCE SOUTH 79°57'08" WEST, 800.00 FEET; THENCE SOUTH 77°23'01" WEST, 475.28 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 200.00 FEET, WHOSE ARC LENGTH IS 25.81 FEET AND WHOSE CHORD BEARS SOUTH 73°41'14" WEST, 25.79 FEET; THENCE SOUTH 69°59'27" WEST, 161.26 FEET; THENCE NORTH 00°00'00" EAST, 829.65 FEET; THENCE NORTH 89°58'08" WEST, 841.97 FEET; THENCE SOUTH 66°35'31" WEST, 861.99 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 200.00 FEET, WHOSE ARC LENGTH IS 79.58 FEET AND WHOSE CHORD BEARS SOUTH 77°59'54" WEST, 79.06 FEET; THENCE SOUTH 89°28'41" WEST, 83.20 FEET; THENCE NORTH 04°22'51" EAST, 107.25 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 100.00 FEET, WHOSE ARC LENGTH IS 126.43 FEET AND WHOSE CHORD BEARS NORTH 31°50'16" WEST, 118.17 FEET; THENCE NORTH 68°03'23" WEST, 99.18 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 100.80 FEET AND WHOSE CHORD BEARS NORTH 65°10'08" WEST, 100.76 FEET; THENCE NORTH 62°16'52" WEST, 129.68 FEET; THENCE NORTH 14°06'28" EAST, 776.20 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 77.49 FEET AND WHOSE CHORD BEARS NORTH 11°53'17" EAST, 77.47 FEET; THENCE NORTH 09°40'05" EAST, 1525.55 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 400.00 FEET, WHOSE ARC LENGTH IS 75.04 FEET AND WHOSE CHORD BEARS NORTH 15°02'33" EAST, 74.93 FEET; THENCE NORTH 20°25'02" EAST, 213.57 FEET; THENCE NORTH 17°01'16" WEST, 899.07 FEET TO THE NORMAL HIGH WATER LINE OF THE RACCOON RIVER AND THE POINT OF TERMINUS.

FILE: H:\2014\1405232\DWG\1405232-EASE DMWW.DWG
FILE DATE: 4/16/15 DATE PLOTTED: 4/16/2015 2:51 PM
PLOTTED BY: MIKE LEE

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

EXHIBIT '1' - ACQUISITION PLAT



FILE: H:\2014\1405232\DWG\1405232-EASE DMWW.DWG
FILE DATE: 4/16/15 DATE PLOTTED: 4/16/2015 2:51 PM
PLOTTED BY: MIKE LEE

2/9
1405.232

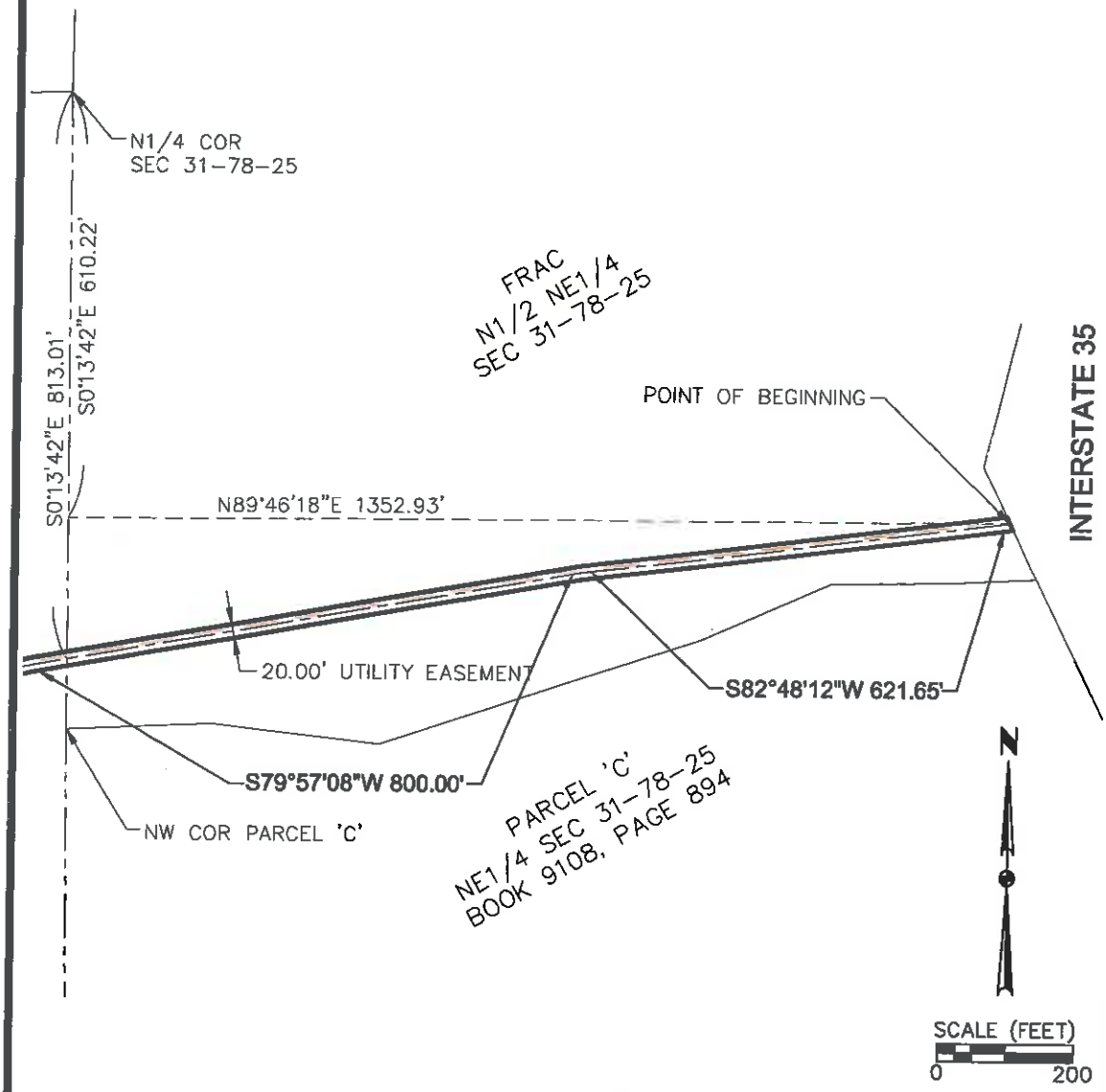
PT SEC 30&31-T78N-R25W
PT SEC 25&36-T78N-R26W
ACQUISITION PLAT
WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

EXHIBIT '1' - ACQUISITION PLAT



FILE: H:\2014\1405232\DWG\1405232-EASE DMWW.DWG
FILE DATE: 4/16/15 DATE PLOTTED: 4/16/2015 3:09 PM
PLOTTED BY: MIKE LEE

3/9
1405.232

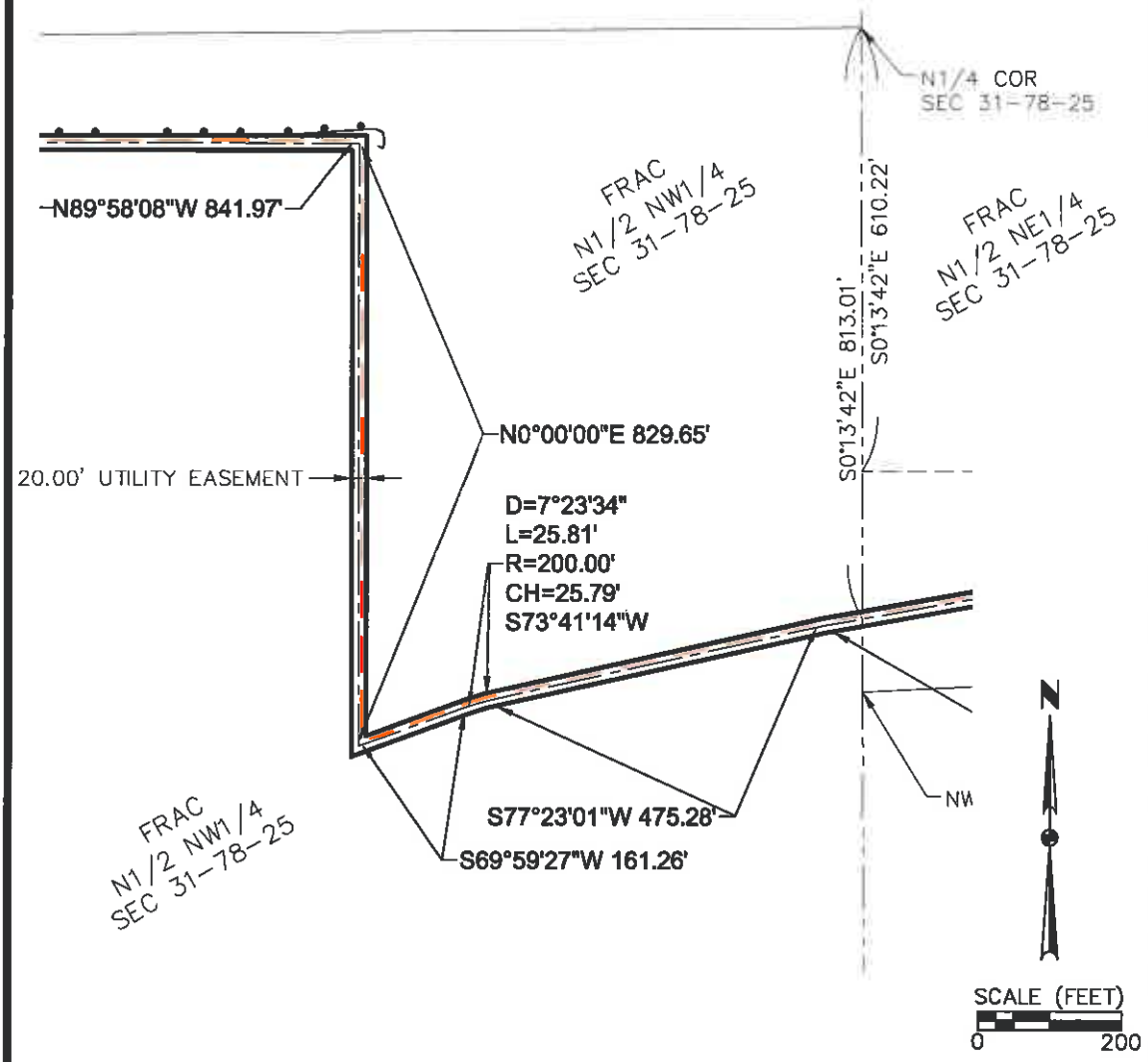
PT SEC 30&31-T78N-R25W
PT SEC 25&36-T78N-R26W
ACQUISITION PLAT
WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

EXHIBIT '1' - ACQUISITION PLAT



FILE: H:\2014\1405232\DWG\1405232-EASE DMWW.DWG
FILE DATE: 4/16/15 DATE PLOTTED: 4/16/2015 3:09 PM
PLOTTED BY: MIKE LEE

4/9
1405.232

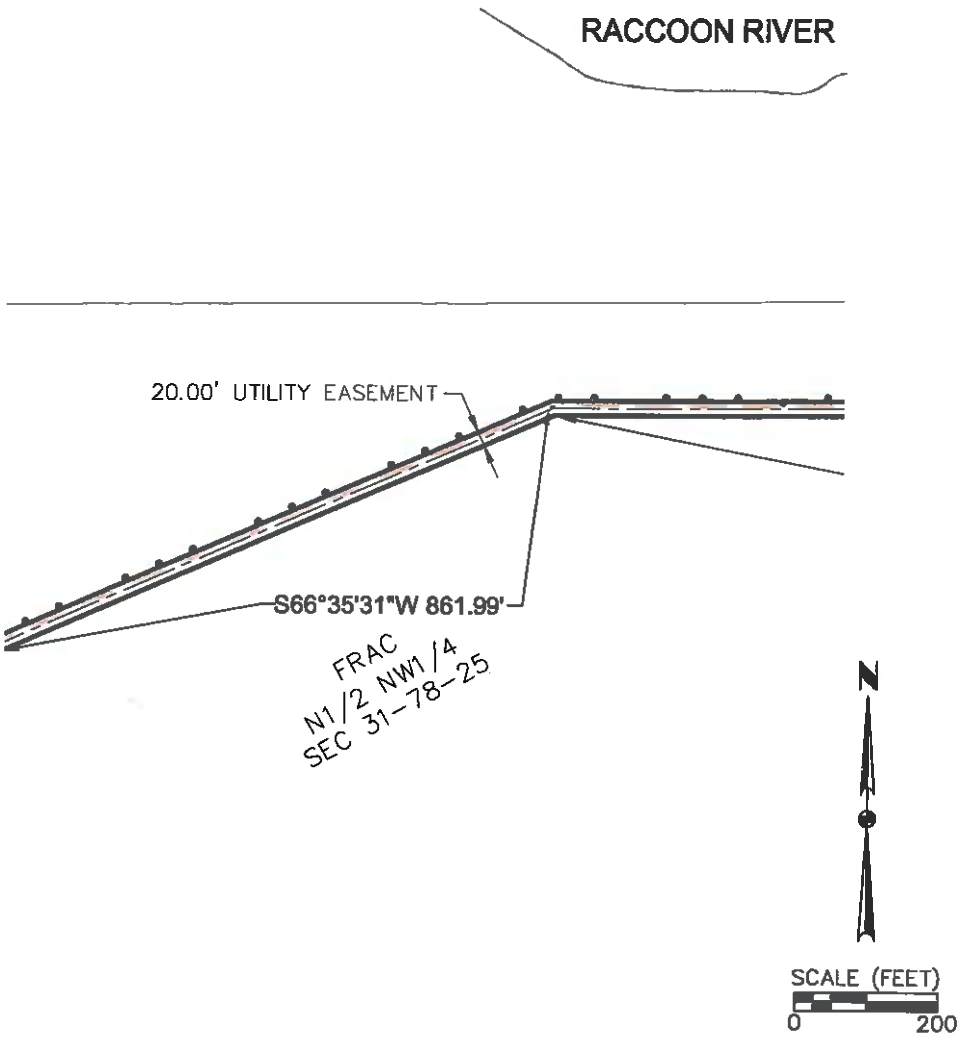
PT SEC 30&31-T78N-R25W
PT SEC 25&36-T78N-R26W
ACQUISITION PLAT
WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

EXHIBIT '1' - ACQUISITION PLAT



FILE: H:\2014\1405232\DWG\1405232-EASE DMWW.DWG
FILE DATE: 4/16/15 DATE PLOTTED: 4/16/2015 3:10 PM
PLOTTED BY: MIKE LEE

5/9
1405.232

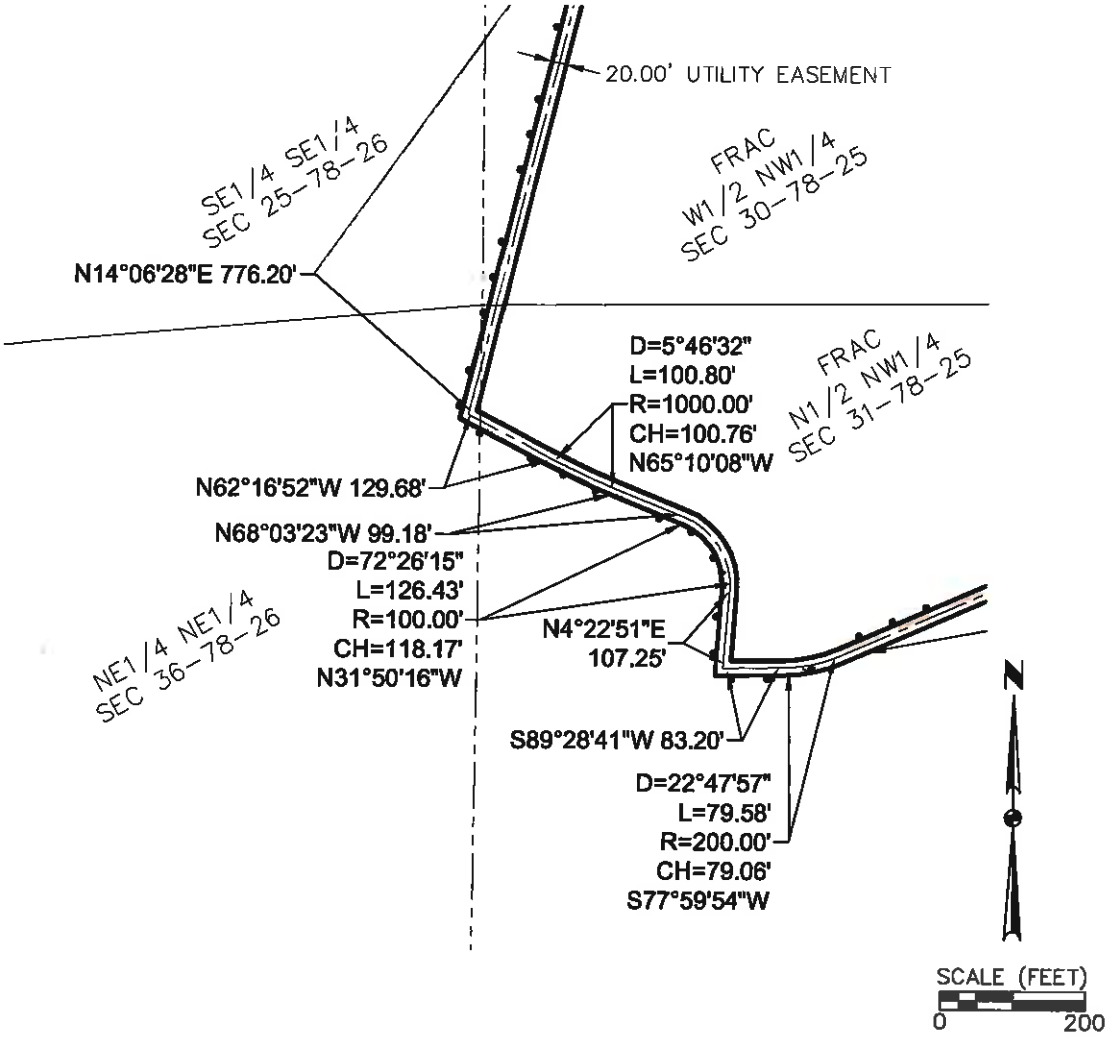
PT SEC 30&31-T78N-R25W
PT SEC 25&36-T78N-R26W
ACQUISITION PLAT
WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

EXHIBIT '1' - ACQUISITION PLAT



FILE: H:\2014\1405232\DWG\1405232-EASE DMWW.DWG
FILE DATE: 4/16/15 DATE PLOTTED: 4/16/2015 3:10 PM
PLOTTED BY: MIKE LEE

6/9

1405.232

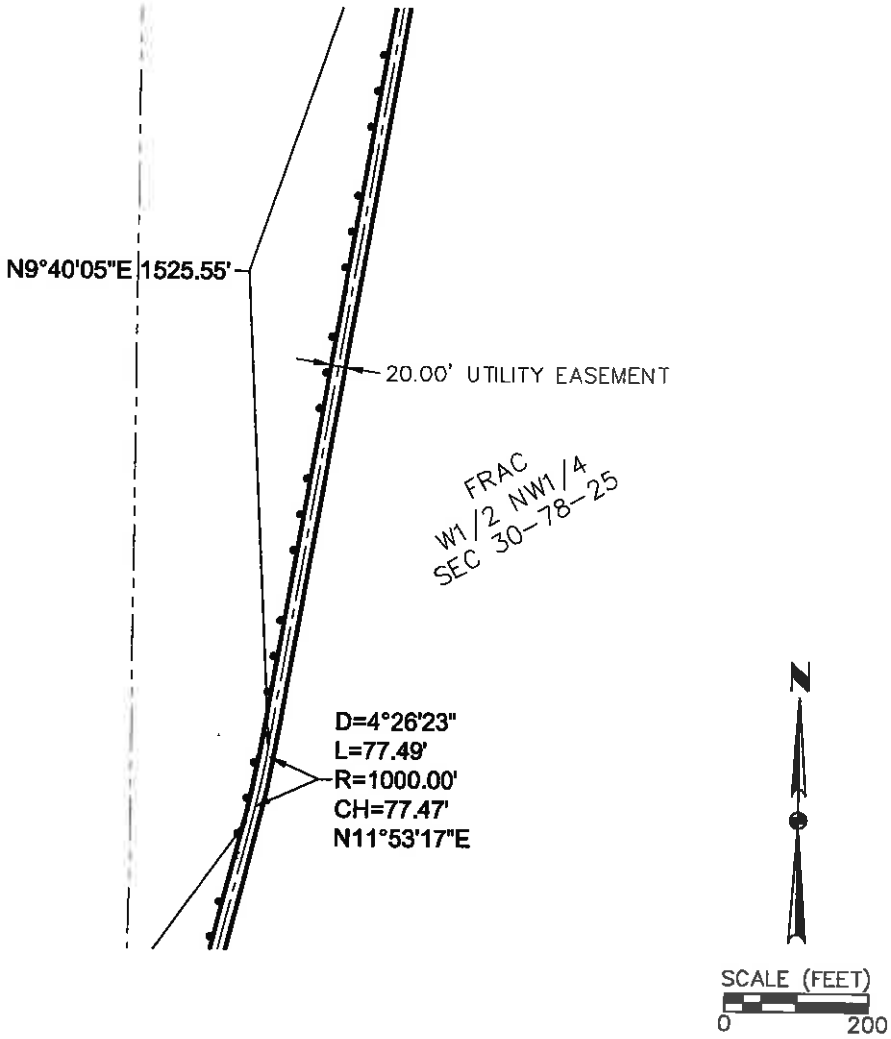
PT SEC 30&31-T78N-R25W
PT SEC 25&36-T78N-R26W
ACQUISITION PLAT
WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

EXHIBIT '1' - ACQUISITION PLAT



FILE: H:\2014\1405232\DWG\1405232-EASE DMWW.DWG
FILE DATE: 4/16/15 DATE PLOTTED: 4/16/2015 3:10 PM
PLOTTED BY: MIKE LEE

7/9

1405.232

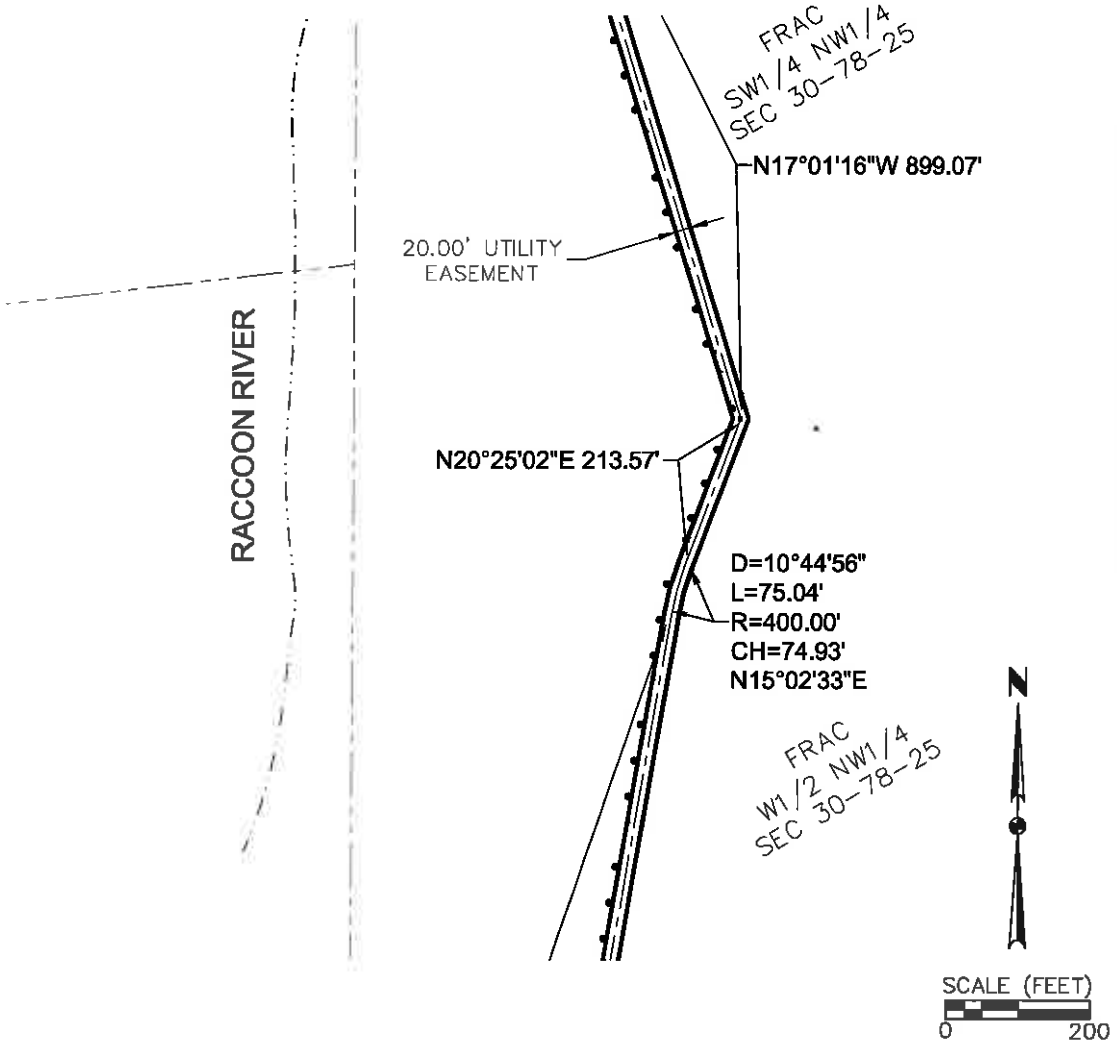
PT SEC 30&31-T78N-R25W
PT SEC 25&36-T78N-R26W
ACQUISITION PLAT
WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

EXHIBIT '1' - ACQUISITION PLAT



FILE: H:\2014\1405232\DWG\1405232-EASE DMWW.DWG
FILE DATE: 4/16/15 DATE PLOTTED: 4/16/2015 3:10 PM
PLOTTED BY: MIKE LEE

8/9

1405.232

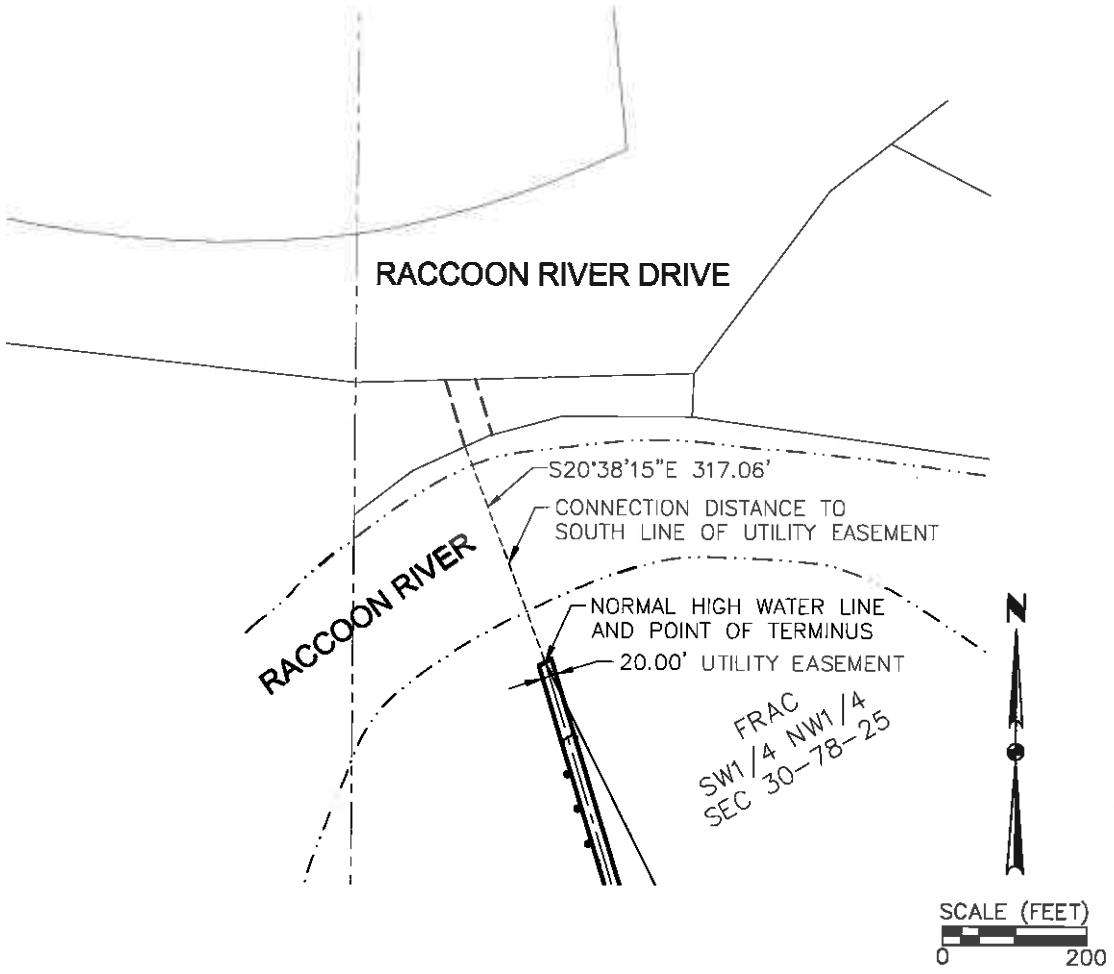
PT SEC 30&31-T78N-R25W
PT SEC 25&36-T78N-R26W
ACQUISITION PLAT
WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

EXHIBIT '1' - ACQUISITION PLAT



FILE: H:\2014\1405232\DWG\1405232-EASE DMWW.DWG
FILE DATE: 4/16/15 DATE PLOTTED: 4/16/2015 3:10 PM
PLOTTED BY: MIKE LEE

9/9
1405.232

PT SEC 30&31-T78N-R25W
PT SEC 25&36-T78N-R26W
ACQUISITION PLAT
WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 5, 2014

ITEM: Resolution approving Chapter 28E Agreement between the West Des Moines Water Works, the City of West Des Moines and the Board of Water Works Trustees of the City of Des Moines regarding the funding and operation of an Aquifer Storage and Recovery Facility

FINANCIAL IMPACT: Unknown at this time

BACKGROUND: Operation of the Microsoft Alluvion Data Center will require a reliable source of water and one that will provide the data center significant amounts during specific times of the year. As development occurs south of the Raccoon River, demand will also increase on the West Des Moines Water Works to maintain a significant water supply. To address these demands, representatives of the City and West Des Moines Water Works have negotiated a 28E Agreement with the Des Moines Water Works in which the City will provide tax increment funding from the Alluvion Urban Renewal District for the construction by Des Moines Water Works of an Aquifer Storage and Recovery facility ("ASR"). The ASR facility, which will be located on Des Moines Water Works property, will have a daily capacity of 3 million gallons and will provide the data center a reliable source of water. West Des Moines Water Works will also construct at its sole cost improvements that will enable it to access up to 3 million gallons of water a day from the ASR during its seasonal peak use period.

Upon completion of the ASR facility, Des Moines Water Works will own and be responsible for the operation of the ASR subject to the terms of this 28E Agreement and the 2005 Wholesale Master Agreement between the Des Moines Water Works and West Des Moines Water Works.

The 28E Agreement was approved by the West Des Moines Water Works Board of Trustees on April 20, 2015 and by the Des Moines Water Works Board of Trustees on April 28, 2015

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approve the Chapter 28E Agreement between the West Des Moines Water Works, the City of West Des Moines and the Board of Water Works Trustees of the City of Des Moines regarding the funding and operation of an Aquifer Storage and Recovery Facility

Lead Staff Member: Richard J. Scieszinski RJS

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation			

RESOLUTION NO._____

RESOLUTION AUTHORIZING APPROVAL OF A CHAPTER 28E AGREEMENT BETWEEN THE WEST DES MOINES WATER WORKS, THE CITY OF WEST DES MOINES AND THE BOARD OF TRUSTEES OF THE CITY OF DES MOINES REGARDING THE FUNDING AND OPERATION OF AN AQUIFER STORAGE AND RECOVERY FACILITY

WHEREAS, the City of West Des Moines, the West Des Moines Water Works and the Des Moines Water Works have negotiated an agreement in which Des Moines Water Works will design and construct an Aquifer Storage Recovery Facility, the City will provide funding for its design and construction, and West Des Moines Water Works will construct improvements to access the Facility for the provision of water to areas within the City of West Des Moines; and

WHEREAS, all parties to the agreement will benefit from the construction and operation of the Facility.

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

1. The Chapter 28E Agreement by and between West Des Moines Water Works, the City of West Des Moines and the Board of Water Works Trustees of the City of Des Moines is hereby approved.

2. The Mayor is authorized to sign the 28E Agreement and the City Clerk is directed to attest to the Mayor's signature.

3. Upon execution, the 28E Agreement shall be recorded by the Iowa Secretary of State and a copy of the 28E Agreement shall be provided to each party to the 28E Agreement.

PASSED AND ADOPTED this 4th day of May, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

WEST DES MOINES WATER WORKS
BOARD OF TRUSTEES MEETING COMMUNICATION

DATE: April 20, 2015

ITEM:

5. Recommendation from Committee
   d. Planning
      1. Resolution – Approve 28E Agreement Between West Des Moines Water Works, the City of West Des Moines, and Des Moines Water Works for a Water System Improvement Project

FINANCIAL IMPACT: N/A

SUMMARY:

The following 28E Agreement details the responsibilities for design, construction, maintenance and operation of an Aquifer Storage and Recovery well and supporting infrastructure to serve current and future development within the South Area of West Des Moines. The 28E provides for West Des Moines Water Works (WDMWW) to obtain up to 3 million gallons per day of additional water during the seasonal peak use period (June 15 – September 15). This additional capacity is entitled "Regional Capacity Credit" and will be billed at a rate equivalent to the annual Purchase Capacity rate. The 28E contains in Exhibit C the Supplement Number One (1) to the Adoption Annex of the 2005 Wholesale Master Agreement, which documents the rights and terms of Purchased Capacity and Regional Capacity Credit between WDMWW and Des Moines Water Works (DMWW).

BACKGROUND:

The Microsoft/Alluvion project in the South Area of West Des Moines requires development of additional treated water to serve the large seasonal demands of the data center. Several project concepts were explored, with the most economical and local and regional benefit obtained from a joint Aquifer Storage and Recovery (ASR) well project between WDMWW, City of West Des Moines (City), and DMWW.

This agreement is being considered by DMWW at their Board of Trustees meeting on April 28th. The City Council will consider the 28E at the May 4th meeting.

RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:

To concur with the recommendation of the Planning Committee and adopt the Resolution to Approve the 28E Agreement Between West Des Moines Water Works, City of West Des Moines, and Des Moines Water Works for a Water System Improvement Project.

Prepared by: A Wilson

Approved for Content by: A Wilson

RESOLUTION

A RESOLUTION APPROVING A CODE OF IOWA CHAPTER 28E AGREEMENT BETWEEN WEST DES MOINES WATER WORKS THE CITY OF WEST DES MOINES AND DES MOINES WATER WORKS FOR A WATER SYSTEM IMPROVEMENT PROJECT

WHEREAS, management and control of the West Des Moines Water Works is vested in The Board of Trustees, and

WHEREAS, this Board of Trustees believes that it is appropriate, necessary and in the public interest to set forth requirements for the design, construction, operation, and financing of a joint Aquifer Storage and Recovery (ASR) well project between the City of West Des Moines, Des Moines Water Works and West Des Moines Water Works to increase seasonal water production capacity, and

WHEREAS, this Board of Trustees believes that the mutual promises, covenants and considerations set forth in the Code of Iowa Chapter 28E Agreement, including Supplement Number One (1) to the Wholesale Water Service Master Agreement Adoption Annex, attached hereto are for the betterment of the services provided the public by each entity.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE WEST DES MOINES WATER WORKS, AS FOLLOWS:

That the Code of Iowa 28E Agreement attached to this Resolution is hereby approved.

PASSED AND APPROVED this 20th day of April, 2015

THE BOARD OF TRUSTEES, WEST DES MOINES WATER WORKS

_____
Karen Novak Swalwell
Chair

Attest:

_____
Diana J. Wilson, P.E.
Secretary

CHAPTER 28E AGREEMENT BY AND BETWEEN WEST DES MOINES WATER WORKS, THE CITY OF WEST DES MOINES, IOWA AND THE BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA

THIS CHAPTER 28E AGREEMENT (hereinafter "this Agreement") made and entered into by and among the BOARD OF WATER WORKS TRUSTEES OF THE WEST DES MOINES WATER WORKS ("WDMWW"), CITY OF WEST DES MOINES, IOWA ("City"), and the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA ("DMWW") (each a "party" and collectively "the parties") as of the dates set forth below.

PREAMBLE

WITNESSETH:

WHEREAS, WDMWW, City and DMWW desire to enter into an Agreement pursuant to Chapter 28E, Iowa Code (2014), to cause, and to undertake, water-related projects as hereinafter described in order to upgrade the capacity of the water supply infrastructure needed to support development in certain areas of the City, including support of a specific project for Microsoft Corporation which has a very high peak demand requirement that cannot be met without such upgrades; and

WHEREAS, WDMWW and DMWW have previously entered into a Wholesale Water Service Master Agreement dated June 10, 2005, with related Adoption Annex executed effective June 13, 2005 (the "2005 Wholesale Master Agreement") which shall continue to govern the wholesale supply of water by DMWW to WDMWW; and

WHEREAS, to meet the objective stated above WDMWW needs to increase its capacity to serve current and future customers within the area that it defines as the "South Area Pressure Zone" ("South Pressure Zone"); and

WHEREAS, to meet the objective stated above DMWW needs to design and construct an Aquifer Storage and Recovery ("ASR") facility as Core Network improvements to meet water demands of its customers, including WDMWW; and

WHEREAS, the City desires to provide economic incentives in support of general development in the South Area Pressure Zone within the City, and in support of the specific current project described above; and

WHEREAS, the parties desire to share in the cost and capacity of system improvements and infrastructure and to proceed with design, bidding and construction as provided herein;

NOW THEREFORE, in consideration of the mutual undertakings hereby provided, WDMWW, City and DMWW do hereby agree as follows:

Part I - Joint Exercise of Powers Under Chapter 28E of the Code of Iowa.

1. Purpose. Pursuant to Chapter 28E, Code of Iowa (2014), the parties agree that the purposes of this Agreement are to provide for: (i) the joint design, construction, and financing of certain water utility facilities as generally described in Exhibit A at an estimated cost as set forth in Exhibit B (hereinafter referred to collectively as the "DMWW Water Utility Improvements"); (ii) the ongoing ownership, operation, use and maintenance of said DMWW Water Utility Improvements; and (iii) the initial construction, financing, ongoing ownership, operation, use and maintenance of specific WDMWW Water Utility Improvements. All of the foregoing shall provide water to support development in certain areas of the City including, but not limited to, support of a specific project for Microsoft Corporation. The parties further agree that a further purpose of this Agreement is to jointly exercise their respective powers as required for construction, ownership and use of the DMWW Water Utility Improvements and related matters.

2. Scope. The DMWW Water Utility Improvements shall consist of an ASR facility with a designed capacity of 3.0 million gallons per day (MGD) as generally described in Exhibit A. The ASR facility shall create infrastructure intended to support the needs of both DMWW and WDMWW, with ownership, use, and costs allocated as provided herein. The DMWW Water Utility Improvements shall be constructed and owned by DMWW as provided in Part II, but the costs thereof shall be fully paid by City. WDMWW shall construct at its own sole cost and expense certain improvements to its system as set forth in Part II to facilitate the efficient use and implementation of the DMWW Water Utility Improvements.

3. 28E Finding. The parties agree that the Sponsored Project is a facility that reflects appropriate regional planning, and, in conformity with Section 28E.18, Code of Iowa (2014) that there are no suitable facilities available for rent or sharing in lieu of the Sponsored Project.

4. Effective Date. Pursuant to Section 28E.5 of the Code of Iowa (2014), the parties agree that this Agreement shall be effective upon its approval and execution by all parties and its filing with the Iowa Secretary of State (the "Effective Date").

5. Designated Administrator. The parties agree that the CEO and General Manager of DMWW (hereinafter "the DMWW General Manager") shall be designated as the sole administrator of this Agreement for purposes of the design and construction of the DMWW Water Utility Improvements, as provided by Section 28E.6 of the Code of Iowa. Each party shall otherwise separately administer its own activities.

6. No Entity. No separate entity is created hereby.

7. Individual Ownership and Responsibility. Except as otherwise explicitly provided herein, each party shall at all times hold and own its respective properties. Each party shall be solely authorized to supervise, direct, and manage their own activities and the activities of their respective employees and agents hereunder. Each party shall retain sole responsibility and liability for its own acts and omissions hereunder and for the acts and omissions of their respective

employees and agents hereunder, and each party waives subrogation against the other for all claims, suits, damages, and demands which are covered by any insurance, including but not limited to property, casualty and workers compensation insurance.

8. Master Agreement and Other Existing Agreements. The 2005 Wholesale Master Agreement as between DMWW and WDMWW shall remain in effect except as outlined in Part III, Section 5 herein, but a Supplement to Adoption Annex shall be executed by WDMWW and DMWW to conform to the provisions hereof in the form of Exhibit C. Additionally, the 2012 Agreement for West Des Moines Water Works Connection to Des Moines Water Works Transmission Main at Army Post Road and S. 22nd Street shall be, without further action of the parties deemed to be modified to conform to the provisions hereof.

Part II - Responsibilities.

1. DMWW Responsibilities. DMWW shall be responsible for the design of the DMWW Water Utility Improvements in conformance with DMWW's current standard specifications and for obtaining all required easements, permits, permissions and other things required for the proper construction of such projects. Such design may provide for such number of separate contracts as DMWW shall determine in its sole discretion shall best provide for the efficient construction of the DMWW Water Utility Improvements and shall include detailed Plans and Specifications and an Engineer's cost estimate for each project included within the DMWW Water Utility Improvements. Such Plans and Specification may provide for DMWW to procure and supply materials or equipment to the contractor. If, at any time, the total of the Engineer's cost estimates for all projects is expected to exceed the total cost set forth in Exhibit B, as adjusted on a project by project basis by any material increase in the Engineering News Record Construction Cost Index (ENR CCI) after December 2014, then DMWW shall consult with City and WDMWW respecting costs before proceeding further to advertise for bids and letting contracts.

2. Construction of DMWW Water Utility Improvements. DMWW shall contract, in its sole name, for the construction of the DMWW Water Utility Improvements as provided by law for public improvements, including a public bidding process in accordance with law. DMWW agrees to notify City and WDMWW of the bid opening date for all work for which DMWW will take bids in connection with the DMWW Water Utility Improvements. City and WDMWW may designate a representative to attend such bid openings. If costs set forth in the bids for any contract are such that the expected contract price exceeds the engineer's cost estimate for the project by more than fifteen percent (15%), DMWW shall give notice to WDMWW and the City of such fact, and DMWW shall not proceed to award a contract unless the City gives its approval to proceed at the bid price. Failure by the City to respond to DMWW's notice within five (5) business days of its date shall be construed as approval to proceed. DMWW shall be solely responsible for execution of the underlying contracts, and for contract administration, supervision and inspection. If requests by contractor(s) for change orders exceed the contract price by an amount in excess of fifteen percent (15%), DMWW shall notify the City of such requests, and DMWW shall not proceed to issue change orders for any excess amount unless the City gives its approval to such change orders. Failure by the City to respond to DMWW's notice within five (5) business days of its date shall be construed as approval to issue the change order.

DMWW shall not be responsible for not meeting project completion deadlines as a result of delays caused by obtaining City approval of contract price and change order costs in excess of Project Engineer's estimates. Upon request by DMWW's contractor(s) for final acceptance of improvements for the DMWW Water Utility Improvements and for final payment, DMWW agrees to forward the contractor's request for final acceptance and for final payment, together with all supporting detail, to WDMWW and the City. DMWW will thereafter conduct a final inspection of such improvements and develop a punch list of items for completion, if any. DMWW agrees that it will not accept such improvements as complete, or authorize final payment of any contractor, without affording qualified personnel designated by WDMWW and the City the opportunity to participate in such inspection and to comment and offer suggestions regarding the punch list of items for completion. In the event that City or WDMWW objects to the acceptance of such improvements or to final payment to the contractor, City or WDMWW shall notify DMWW of its specific objections in writing not more than fifteen (15) business days after receipt of the final payment request. If the objections cannot be resolved within 30 business days thereafter, either party may cause the matter to be submitted to binding arbitration as provided in Part VII, Section 5 hereof.

3. ASR Site. DMWW will provide, at no cost to WDMWW or City, a 5.28 acre parcel of land to be used as the site of the ASR facility located east of Willow Creek Golf Course, within the Des Moines city limits (Polk County District Parcel No 120/07535-103-004). DMWW asserts such site is suitable in all respects for the construction of an ASR facility, including but not limited to, the availability of all necessary utilities and adequate stormwater and sanitary sewer facilities to accommodate discharge water. Such property will remain titled to "City of Des Moines, Iowa, for the use and benefit of the Board of Water Works Trustees of the City of Des Moines, Iowa."

4. WDMWW Connection. WDMWW is responsible for designing and installing a connection facility, including all related piping and appurtenances, to DMWW's Core Network transmission main in order to directly serve WDMWW's service area. WDMWW will not proceed with the award of any contract prior to DMWW's concurrence that the design and construction of the connection and water main properly address applicable engineering issues affecting DMWW operations, including, but not limited to, potential pressure transients.

5. WDMWW Booster Station. City and WDMWW are responsible, at no cost or responsibility of DMWW, for the construction of a booster station connected to the Core Network in order to deliver adequate fire flow and water pressure to customers within the South Pressure Zone. Such booster station will be located in the general vicinity of the "old" Army Post Road and Veterans Parkway intersection, with final location to be determined by City and WDMWW.

6. WDMWW Relocation of Customer Connections. WDMWW is responsible, at its sole expense, for relocating to its newly installed main by December 31, 2016, an existing WDMWW customer connection currently served directly from DMWW's Core Network Transmission main, known as Willow Creek Baptist Church located at 920 Army Post Road.

7. Project Implementation. The Microsoft Project will be completed in four phases as outlined in Exhibit D. DMWW shall be responsible for providing capacity as outlined herein.

DMWW shall not be responsible for failure to provide capacity adequate to meet the goals of this Agreement for reasons beyond its control, including but not limited to, unreasonable delays by DNR in permitting the improvements, unforeseeable construction delays, changed Microsoft construction schedule, or necessary utilities serving the ASR site.

Part III – Ownership and Use of DMWW Water Utility Improvements and Other Facilities.

1. DMWW Ownership. DMWW shall have and shall maintain all ownership of the DMWW Water Utility Improvements and water supply contained therein during the term of this Agreement and thereafter. DMWW shall have sole responsibility for maintenance, repair, improvements, and the costs thereof to operate the facilities which it owns during the period of its ownership. As such, DMWW shall have the right to operate the ASR facility, in its sole discretion, to serve other non-WDMWW customers.

2. WDMWW Ownership. WDMWW shall have and maintain all ownership of the booster station, meter pits, and connection to DMWW's Core Network transmission main located in Army Post Road, including all piping and appurtenances, but not including the meters therein which shall be provided by, and owned by DMWW. WDMWW shall have sole responsibility for maintenance, repair, improvements and costs thereof to operate the facilities which it owns.

3. WDMWW Capacity Rights. WDMWW shall have the right to use up to three million gallons per day (3.0 MGD) of the ASR facility owned by DMWW subject to all terms and provisions in the 2005 Wholesale Master Agreement, which shall continue to govern the term of the wholesale supply of water by DMWW to WDMWW in all respects, except as set forth herein in Part V, Section 3.

4. Documentation. The rights of ownership and use as provided in this Part III shall be deemed documented of record by this Agreement and by the execution of a Supplement to Adoption Annex to the 2005 Wholesale Master Agreement.

5. Other Improvements. Nothing contained herein shall limit DMWW's or WDMWW's ability in any service area to increase future water distribution or production assets, including construction of additional ASR(s), river crossings to connect pressure zones, or the installation of pipes, valves, equipment, devices, appliances or other fixtures or appurtenances. WDMWW and DMWW will make good faith attempts to coordinate planning and design activities in the event additional assets are proposed to be constructed, such that improvements of one utility do not adversely impact the other.

Part IV – Participation and Cost Reimbursement.

1. WDM Cost Share. The City agrees to reimburse DMWW 100% of the "Actual Cost" of the DMWW Water Utility Improvements. The "Actual Cost" shall be the sum of all payments made by DMWW to contractors for design, construction of project improvements, and any related work, plus the total cost to DMWW of materials, equipment and labor directly provided by DMWW, as reflected in DMWW's final accounting. Actual cost shall not include the cost of the

site provided by DMWW, but Actual Costs shall include the costs of site preparation and the costs of bringing utilities to the site, including acquisition of any required off site easements.

2. Estimates. The preliminary engineer's estimate of the cost to the City of the DMWW Water Utility Improvements is $3,591,132 as shown in Exhibit B. The amounts shown are estimates only and are not guaranteed by DMMW. The Actual Cost incurred shall govern the reimbursement by the City to DMWW, rather than any existing or subsequent engineers estimate.

3. Invoices. DMWW will forward to WDMWW and the City documentation evidencing contractor requests for progress payments and will invoice the City for progress payments. After final acceptance by DMWW of the DMWW Water Utility Improvements, and final payment to its contractors for such improvements, DMWW will invoice the City for final payment supported by documentation evidencing acceptance and payment, and a full accounting for City's share of Actual Costs. City agrees to make payment of each invoice within 30 business days of receipt of the invoice.

Part V – Financing and Rates

1. Funding Sources. Funding hereunder shall be provided by the regular sources of revenue and financing of the parties as required for each party to meet its obligations hereunder. All such funding shall be separately included within the respective regular budgets of WDMWW, DMWW and the City.

2. Responsibility. With respect to reimbursement by and between WDMWW and City for ASR construction costs, each party shall be solely responsible for funding its own operations and activities hereunder, or shall enter separate negotiations to determine responsibility for project costs.

3. Wholesale Rates. In exchange for payment of the costs of the DMWW Water Utility Improvements, the wholesale water meters serving WDMWW's South Pressure Zone will be billed to WDMWW at a rate established annually as the "Purchased Capacity Rate" under the Wholesale Water Service Master Agreement, subject to any applicable adjustment for "Consumption Above Purchased Capacity" as defined in Sections 18 and 19 of the Wholesale Water Service Master Agreement. From June 15th through September 15th of each year when the ASR facility is presumed to be in production mode, it is understood that WDMWW's consumption of up to 3.0 MGD in the South Pressure Zone will be considered a "Regional Capacity Credit" and, as such, shall be excluded for purposes of calculating "Consumption Above Purchased Capacity" as defined in Sections 18 and 19 of the Wholesale Water Service Master Agreement both for wholesale service generally and for service to WDMWW's South Area Pressure Zone. It is understood that the 3.0 MGD would still be available to WDMWW during times the ASR facility is down for any reason during the typical withdrawal period, provided DMWW does not experience a water shortage per sections 24 and 33 of the Wholesale Water Service Master Agreement. For purposes of this Agreement, WDMWW's South Area Pressure Zone shall include any future expansions of such area, but only to the extent such expansion does not go beyond a territory bordered approximately by the Raccoon River to the

north, Highway 28 to the east, approximately 6 miles west of I35, or the distance to the City western corporate boundary south of the Raccoon River to the west, and the city limits to the south.

4. CIRDWC Regional Water Production and Governance Feasibility Study. It is understood by the parties that the Central Iowa Regional Drinking Water Commission ("CIRDWC") is currently engaged in a feasibility study evaluating a regional water production utility. In the event recommendations from the CIRDWC feasibility study are implemented, this Agreement shall be modified as necessary by further agreement of the parties to the extent required by such implementation. It is further understood WDMWW shall receive recognition for the payment of costs of the DMWW Water Utility Improvements and DMWW shall receive recognition of payment for the site and any improvements, in a manner consistent with how other payments by participating entities for facilities owned by DMWW are recognized in the consultants' recommendations.

Part VI –Term and Termination of Agreement

1. Term. This Agreement shall commence on the Effective Date and shall terminate on March 31, 2045, the termination date of the Wholesale Water Service Master Agreement. If the term of Wholesale Water Service Master Agreement is at any time, or from time to time, extended beyond March 31, 2045, then the term of this Agreement shall be extended automatically, and without further action by any party, to continue until expiration of the term of the Wholesale Water Service Master Agreement as so extended. The parties agree to document any such extensions of this Agreement, by means of execution and filing of extension agreements, but no failure to execute and file any such document will be deemed to cause the termination of this Agreement prior to the expiration of the Wholesale Water Service Master Agreement.

2. Termination. In the event that either party determines that the other has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred and give notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of the Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have 30 business days from the date of its receipt of the notice of default to correct the default. If at the end of said 30-day period, the default has not, in the opinion of the aggrieved party, been corrected, that party may thereupon pursue its remedies as provided herein. In the event of default by one party in the performance of any material provision of this Agreement, the other party may, at its option, after declaring default and giving notice thereof, terminate this Agreement or seek specific performance of its provisions. A party seeking termination of this Agreement due to a default in performance by the other party shall also be entitled to seek damages for such default.

Part VII - General Provisions.

1. Liability; Indemnification. Each party ("Indemnifying Party"), to the fullest extent permitted by law, hereby agrees to indemnify, defend, pay on behalf of, and hold harmless the other party, and its elected officials, its appointed officials, agents, employees and volunteers, and others working on behalf of such party ("Indemnities"), against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the Indemnities by reason of any injury or loss arising out of any wrongful act or omission of the Indemnifying Party, including, but not limited to, bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected to this Agreement. No party shall have any right of indemnity for damages or claims proximately caused by its own negligent or intentionally wrongful acts. Each party's agreements and obligations as set forth in this Paragraph are applicable for the duration of and following expiration or termination of this Agreement, regardless of the manner of termination, and notwithstanding other provisions of this Agreement.

2. Insurance. Each party shall procure and maintain its own insurance. DMWW shall require all contractors and subcontractors to have and maintain bonds and insurance as set forth in applicable contract documents.

3. Notices and Invoices. All notices, invoices and reimbursement requests which the parties are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereafter provided. Mailed notices and invoices shall be deemed to be received by the party to whom directed when they are postmarked. Such notices and invoices shall be delivered or mailed to the following persons at the addresses listed:

Notices to WDMWW:

General Manager
West Des Moines Water Works
4200 Mills Civic Pkwy
Suite 1D
West Des Moines, Iowa 50265-0320

Notices to the City:

City Manager
City of West Des Moines
PO Box 65320
4200 Mills Civic Pkwy
West Des Moines, Iowa 50265-0320

Notices to DMWW:

General Manager and Chief Executive Officer
Des Moines Water Works
2201 George Flag Parkway
Des Moines, IA 50321-1190

4. Interpretation. If any section, provision or article of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or article thereof not found to be invalid or unconstitutional.

5. Dispute Resolution.

(a) The parties agree that any disputes arising between them with regard to the design of project improvements, with regard to the final acceptance of project improvements, or with regard to the final payment to a project contractor, as hereinabove more particularly provided, may be submitted to arbitration with the consent of the parties to the dispute. A request for arbitration must be in the form of a written notice requesting arbitration. Such notice shall identify each disputed matter to be submitted to arbitration. In the absence of agreement by the parties to the contrary, the question or questions to be arbitrated shall be those specified in the notice requesting arbitration.

(b) If the parties agree, there may be one arbitrator. If they fail to agree on a single arbitrator, there shall be three arbitrators, one named in writing by the party requesting arbitration, one named in writing by the other party, and the third chosen by the first two arbitrators so chosen.

(c) The party requesting arbitration shall choose an arbitrator within ten business days following its demand. Its failure to do so shall be deemed a waiver of its request for arbitration. The other party shall name its arbitrator within ten business days following the receipt of notice of the naming of the requesting party's arbitrator. The two arbitrators first chosen shall name the third arbitrator within ten business days following the selection of the second arbitrator. Should the two arbitrators first chosen fail to appoint a third arbitrator, application shall be made to the President of the Polk County Bar Association by the party requesting arbitration to name such arbitrator. Should either party refuse or neglect to supply the arbitrators with any papers or information demanded in writing by the arbitrators, the arbitrators are empowered to proceed ex parte.

(d) No one shall be qualified to act as an arbitrator if service in such role would create a conflict of interest. Each arbitrator selected shall be qualified by experience and knowledge of the matter to be submitted to arbitration.

(e) If there be one arbitrator, the decision shall be binding; if three, the decision of any two shall be binding. The decision may be impeached only for fraud or mistake. Such decision shall be a condition precedent to any right of legal action.

(f) The costs of arbitration shall be paid by the party requesting arbitration if it does not prevail in said arbitration proceedings. If the party requesting arbitration prevails in the arbitration proceedings, the cost of arbitration shall be shared equally by the parties.

(g) The decision of the arbitrators shall be in writing and it shall not be open to objection on account of the form of the proceeding or the award.

6. Entire Agreement. This Agreement represents the entire agreement between the parties related to the Water Utility Improvements. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly approved and executed amendment to this Agreement.

7. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

8. Partnership Disclaimer. It is mutually understood that nothing in this Agreement is intended or shall be construed as in any way creating or establishing a partnership between the parties hereto, or as constituting either party as an agent or representative of the other for any purpose or in any manner, other than as specified herein.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which so executed shall be deemed to be an original.

10. No Assignment. Neither of the parties shall assign this Agreement without the consent of the other party, which consent shall not be unreasonably withheld.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed in counterparts, each of which shall be considered an original.

CITY OF WEST DES MOINES, IOWA

By: _____
Steven K. Gaer, Mayor

Attest: _____
Tom Hadden, City Manager

BOARD OF WATER WORKS TRUSTEES
OF THE WEST DES MOINES WATER
WORKS, WEST DES MOINES, IOWA

By: _____
Karen Novak Swalwell, Chair

Attest: _____
Diana Wilson, General Manager

BOARD OF WATER WORKS TRUSTEES
OF THE CITY OF DES MOINES, IOWA

By: _____
Graham R. Gillette, Board Chairperson

Attest: _____
William G. Stowe, General Manager and CEO

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 2015 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven K. Gaer and Tom Hadden, to me personally known, and, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the CITY OF WEST DES MOINES, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council, as contained in the Resolution adopted by the City Council, under Roll Call No. __ of the City Council on the day of _____ _____, 2015, and that Steven K. Gaer and Tom Hadden acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 20th day of April, 2015, before me, a Notary Public in and for the State of Iowa, personally appeared Karen Novak Swalwell and Diana Wilson, to me personally known, and, who being by me duly sworn, did say that they are the Chair and the General Manager of the BOARD OF WATER WORKS TRUSTEES OF THE WEST DES MOINES WATER WORKS, WEST DES MOINES, IOWA, that no seal has been procured by the entity; that the instrument was signed on behalf of the entity by authority of its Board as contained in the resolution adopted by the Board on the 20th day of April, 2015, and that Karen Novak Swalwell and Diana Wilson acknowledged the execution of the instrument to be the voluntary act and deed of the BOARD OF Water Works TRUSTEES OF THE CITY OF THE WEST DES MOINES WATER WORKS, WEST DES MOINES, IOWA, by it and by them voluntarily executed.

Jenna Yates
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
JENNA YATES
Commission Number 787154
My Commission Expires
November 24, 2017

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 2015, before me, a Notary Public in and for the State of Iowa, personally appeared Graham R. Gillette and William G. Stowe, to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and the Chief Executive Officer and General Manager of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA, that no seal has been procured by the entity; that the instrument was signed on behalf of the entity by authority of its Board as contained in the resolution adopted by the Board on the ____ day of _____, 2015, and that Graham R. Gillette and William G. Stowe acknowledged the execution of the instrument to be the voluntary act and deed of the BOARD OF Water Works TRUSTEES OF THE CITY OF DES MOINES, IOWA, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

Exhibit A
General Description of Project

Following is a general description of the Aquifer Storage and Recovery (ASR) facility portion of the DMWW Water Utility Improvements:

1. Develop a 5.28 acre parcel of land located in the northeast quarter (NE ¼) of Section 35 and the northwest quarter (NW ¼) of Section 36, all in Township 78 North, Range 25 West of the 5th Principal Meridian (Polk County District Parcel No. 120/07535-103-004) for installation of Aquifer Storage and Recovery (ASR) facilities described below. Development of the site includes clearing and grading, slope stabilization, construction of access road, and establishing security for the site and facilities.

2. Design, obtain permits, prepare and award contracts, and oversee construction, yield maximization, and commissioning of an ASR well system, located on the same parcel described in 1, above. The ASR facility will:

    a. Inject 2.5 million gallons of potable water per day in to the Jordan Aquifer at a depth of approximately 2,600 feet below the ground surface.
    b. Store approximately 300 million gallons of potable water in the Jordan Aquifer.
    c. Recover, disinfect, and adjust the pH for 3 million gallons of water per day up to the capacity of water stored.
    d. Connect to and pump potable water recovered from the ASR well system into DMWW's Core Network.

Exhibit B
Cost Estimate

Period		Cost[1]	Activity
2015 - 1st Quarter	$	100,500	Design, Permitting, Plans and Specifications
2nd Quarter	$	536,092	Design, Permitting, Plans and Specifications, Well Construction, 16" Water Main
3rd Quarter	$	904,346	Well Construction
4th Quarter	$	908,686	Well Construction, Well Testing, Submersible Pump System, Well House and Piping
2016 - 1st Quarter	$	827,846	Submersible Pump System, Well House and Piping
2nd Quarter	$	304,644	Submersible Pump System, Pump House and Piping, Well Pump and System Piping Testing, Well Cycle Testing
3rd Quarter	$	9,018	Well Cycle Testing
4th Quarter	$	0	
Project Total		**$3,591,132**	

1 Cost estimates are based on December 2014 ENR CCI and include engineering design and inspection costs

Exhibit C
Supplement Number 1 to Adoption Annex

This Supplement Number 1 to Adoption Annex is executed effective as of _____, 2015, on behalf of the Board of Water Works Trustees of the City of Des Moines, Iowa ("DMWW") and the Board of Water Works Trustees of the West Des Moines Water Works, West Des Moines Iowa, and shall form a part of the Adoption Annex dated June 13, 2005 (the "Adoption Annex"), and the Wholesale Water Service Master Agreement dated June 10, 2005 , among DMWW, West Des Moines Water Works, and other Participants (the "Wholesale Water Service Master Agreement") for the purpose of documenting the City of West Des Moines' payment to construct a new Aquifer Storage and Recovery ("ASR") facility to serve Microsoft Corporation and other existing and future customers within West Des Moines Water Works' South Area Pressure Zone under the terms of a 28E Agreement by and among West Des Moines, DMWWW and the City of West Des Moines (the "28E Agreement").

1. Effective as of this date, the Purchased capacity of West Des Moines shall remain 8.973 MGD, calculated as follows:

1996 Purchased Capacity:	6.323 MGD
Converted Off-Peak Capacity:	0.650 MGD
2005 Purchased Capacity:	2.000 MGD
TOTAL:	8.973 MGD

2. In exchange for payment of the costs of the DMWW Water Utility Improvements, the wholesale water meters serving WDMWW's South Pressure Zone will be billed to WDMWW at a rate established annually as the "Purchased Capacity Rate" under the Wholesale Water Service Master Agreement, subject to any applicable adjustment for "Consumption Above Purchased Capacity" as defined in Sections 18 and 19 of the Wholesale Water Service Master Agreement. From June 15th through September 15th of each year when the ASR facility is presumed to be in production mode, it is understood that WDMWW's consumption of up to 3.0 MGD in the South Pressure Zone will be considered a "Regional Capacity Credit" and, as such, shall be excluded for purposes of calculating "Consumption Above Purchased Capacity" as defined in Sections 18 and 19 of the Wholesale Water Service Master Agreement both for wholesale service generally and for service to WDMWW's South Area Pressure Zone. It is understood that the 3.0 MGD would still be available to WDMWW during times the ASR facility is down for any reason during the typical withdrawal period, provided DMWW does not experience a water shortage per sections 24 and 33 of the Wholesale Water Service Master Agreement. For purposes of this Agreement, WDMWW's South Area Pressure Zone shall include any future expansions of such area, but only to the extent such expansion does not go beyond a territory bordered approximately by the Raccoon River to the north, Highway 28 to the east, approximately 6 miles west of I35, or the distance to the City western corporate boundary south of the Raccoon River to the west, and the city limits to the south.

This Supplement No. 1 to Adoption Annex shall be effective as of the date set forth above and shall form a part of the Adoption Annex, as supplemented, and the Wholesale Water Service Master Agreement from and after such date.

BOARD OF WATER WORKS TRUSTEES
OF THE CITY OF DES MOINES, IOWA

By:_____
Graham R. Gillette, Chairperson

ATTEST:_____
William G. Stowe, General Manager and CEO

BOARD OF WATER WORKS TRUSTEES
OF WEST DES MOINES WATER WORKS

By:_____
Karen Novak Swalwell, Chair

ATTEST:_____
Diana Wilson, General Manager

Exhibit D
Microsoft Project implementation Phases

Phase	Date of Operation	Peak Phase Domestic Water Demand (gpm)	Total Domestic Demand (gpm)	Fire Flow (gpm)	Total Peak Flow Requirement (gpm)
DSM 05	10/1/2015	721	721	2,000	2,721
DSM 06	8/1/2016	582	1,303	2,000	3,303
DSM 07	12/1/2017	582	1,885	2,000	3,885
DSM 08	7/1/2018	582	2,467	2,000	4,467

01093235-1\11336-000

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE:** **May 4, 2015**

Resolution – Amendment to Alluvion RISE Agreement
IDOT Agreement No. 2015-5-002

FINANCIAL IMPACT:

None.

BACKGROUND:

The City is constructing street improvements as part of the Alluvion development. On July 24, 2015, the City requested RISE funding for a portion of the Alluvion street improvements. The original RISE agreement was granted by the State and approved by the City on June 28, 2014. Subsequent to the approval of the RISE agreement, there were changes made to the scope of the improvements to accommodate the site plan. The City had requested the Iowa Department of Transportation (IDOT) modify the approved RISE agreement to reflect the roadway modifications. No changes in the eligible project costs were being proposed by either the City or the IDOT. The IDOT Commission approved the modified agreement on March 10, 2015. The IDOT has requested the Council formally approve the modifications to the agreement which include changes to the first two pages of the agreement (depicted in red) and Exhibit A. The IDOT has requested the City acknowledge the modification to the agreement by initialing and dating each modification.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Amendment to Alluvion RISE Agreement.

Lead Staff Member: **Duane C. Wittstock, P.E., L.S., City Engineer**

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	April 29, 2015		
Recommendation	Yes	No	Split

Resolution Approving Amendment to Alluvion RISE Agreement

WHEREAS, an existing RISE agreement is in place between the Iowa Department of Transportation (IDOT) and the City of West Des Moines for the following described public projects:

Alluvion Street Improvements
RISE Agreement No.2015-5-002

and,

WHEREAS, the City has received an amended RISE agreement from the IDOT revising the original scope of work to match the current street improvement plans;

WHEREAS, the financial considerations of the original RISE agreement remain unchanged;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the modifications to the RISE agreement is hereby approved and that the City Clerk is authorized and directed to initial and date the modifications to the agreement noted in red on the amended agreement.

PASSED AND APPROVED this **4th** day of **May, 2015.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

Iowa Department of Transportation
Agreement for a
Revitalize Iowa's Sound Economy Program (RISE) Project

RECIPIENT: City of West Des Moines

PROJECT NO: RM-8260(638)--9D-77

IOWA DOT
AGREEMENT NO.: 2015-R-002

This is an agreement between City of West Des Moines (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Recipient submitted an application to the DOT for funding through the Revitalize Iowa's Sound Economy (RISE) fund under Iowa Code Chapter 315 (2011), and the application was approved by Transportation Commission Order No. PPM-2015-5 on July 8, 2014 **and a modification approved by the Transportation Commission Order No. PPM-2015-46 on March 10, 2015**.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules the DOT agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the **construction of Maffitt Lake Road from Veterans Parkway southeast approximately 3,500 feet to South 8th Street, the reconstruction of South 8th Street approximately 1,600 feet north under Iowa 5 and construction of White Crane Road east approximately 2,300 feet to the development site of a new Microsoft data center facility**.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead organization for carrying out the provisions of this agreement.

2. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be Jennifer Kolacia, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1738, email Jennifer.Kolacia@dot.iowa.gov. The Recipient's contact person shall be Clyde Evans, City of West Des Moines, 4200 Mills Civic Pkwy, Suite 2E, P.O. Box 65320, West Des Moines, IA 50265-0320, clyde.evans@wdm.iowa.gov.

3. The Recipient shall be responsible for the development and completion of the following described project:

   Construction of Maffitt Lake Road from Veterans Parkway southeast approximately 3,500 feet to South 8th Street, the reconstruction of South 8th Street

Iowa Department of Transportation
Agreement for a
Revitalize Iowa's Sound Economy Program (RISE) Project

RECIPIENT: City of West Des Moines

PROJECT NO: RM-8260(638)--9D-77

IOWA DOT
AGREEMENT NO.: 2014-R-021

This is an agreement between City of West Des Moines (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Recipient submitted an application to the DOT for funding through the Revitalize Iowa's Sound Economy (RISE) fund under Iowa Code Chapter 315 (2011), and the application was approved by Transportation Commission Order No. PPM-2015-5 on July 8, 2014.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules the DOT agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the development of the construction of Maffitt Lake Road from Veterans Parkway southeast approximately 4,000 feet to South 8th Street and the reconstruction of South 8th Street approximately 2,000 feet north under Iowa 5 to the development site of a new Microsoft data center facility.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead organization for carrying out the provisions of this agreement.

2. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be Jennifer Kolacia, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1738, email Jennifer.Kolacia@dot.iowa.gov. The Recipient's contact person shall be Clyde Evans, City of West Des Moines, 4200 Mills Civic Pkwy, Suite 2E, P.O. Box 65320, West Des Moines, IA 50265-0320, clyde.evans@wdm.iowa.gov.

3. The Recipient shall be responsible for the development and completion of the following described project:

   the construction of Maffitt Lake Road from Veterans Parkway southeast approximately 4,000 feet to South 8th Street and the reconstruction of South 8th Street approximately 2,000 feet north under Iowa 5 to the development site of a new Microsoft data center facility. See Exhibit A.

THIS SHEET
VOID DCW

approximately 1,600 feet north under Iowa 5 and construction of White Crane Road east approximately 2,300 feet to the development site of a new Microsoft data center facility. See Exhibit A.

4. Eligible project costs for the project described in Section 3 of this agreement, listed above, which are incurred after the effective date of this agreement shall be paid as follows:

City RISE Funds (Grant):	$3,519,375
City Local Contribution:	$3,519,375
Project Total:	$7,038,750

5. The local contribution stated above may include cash or non-cash contributions to the project. The Recipient shall certify to the DOT the value of any non-cash contribution to the project prior to it being incurred. For right of way contributions, the recipient shall submit an appraisal from a qualified independent appraiser. The DOT reserves the right to review the Recipient's certificate of value and has sole authority to determine the value of the Recipient's non-cash contribution for the purposes of this agreement. If, as a result of the DOT's determination, the Recipient's total cash and non-cash contribution is below that stated in the terms of this agreement, the Recipient shall increase its cash contribution in order to complete the Recipient's local contribution, or the grant and/or loan amount associated with this project shall be reduced accordingly.

6. The portion of total project costs paid by RISE grant shall not exceed the amount stated above $3,519,375 or 50 percent of the total cost of the eligible items, whichever is the smaller amount. Any cost overruns shall be paid solely by the applicant.

7. Project activities or costs eligible for funding include only those items set out in Exhibit B which is attached hereto and by this reference incorporated into this agreement, and which are necessary to complete the project as described in Section 3.

8. Activities or costs ineligible for funding include but are not limited to those items set out in Exhibit C which is attached hereto and by this reference incorporated into this agreement.

9. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the DOT shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.

10. The DOT reserves the right to delay reimbursement of funds to the Recipient if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the DOT shall so notify the Recipient in writing and shall give the Recipient an estimate of when reimbursement might be expected. The DOT shall establish a system to equitably make reimbursements to all Recipients so affected.

4. Eligible project costs for the project described in Section 3 of this agreement, listed above, which are incurred after the effective date of this agreement shall be paid as follows:

City RISE Funds (Grant):	$3,519,375
City Local Contribution:	$3,519,375
Project Total:	$7,038,750

5. The local contribution stated above may include cash or non-cash contributions to the project. The Recipient shall certify to the DOT the value of any non-cash contribution to the project prior to it being incurred. For right of way contributions, the recipient shall submit an appraisal from a qualified independent appraiser. The DOT reserves the right to review the Recipient's certificate of value and has sole authority to determine the value of the Recipient's non-cash contribution for the purposes of this agreement. If, as a result of the DOT's determination, the Recipient's total cash and non-cash contribution is below that stated in the terms of this agreement, the Recipient shall increase its cash contribution in order to complete the Recipient's local contribution, or the grant and/or loan amount associated with this project shall be reduced accordingly.

6. The portion of total project costs paid by RISE grant shall not exceed the amount stated above $3,519,375 or 50 percent of the total cost of the eligible items, whichever is the smaller amount. Any cost overruns shall be paid solely by the applicant.

7. Project activities or costs eligible for funding include only those items set out in Exhibit B which is attached hereto and by this reference incorporated into this agreement, and which are necessary to complete the project as described in Section 3.

8. Activities or costs ineligible for funding include but are not limited to those items set out in Exhibit C which is attached hereto and by this reference incorporated into this agreement.

9. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the DOT shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.

10. The DOT reserves the right to delay reimbursement of funds to the Recipient if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the DOT shall so notify the Recipient in writing and shall give the Recipient an estimate of when reimbursement might be expected. The DOT shall establish a system to equitably make reimbursements to all Recipients so affected.

THIS SHEET
VOID
PCW

11. The attached project implementation schedule, Exhibit D, shall be used unless the Recipient submits to the DOT, no later than 30 days subsequent to the Recipient's signature date on this agreement, a revised implementation schedule.

12. The Recipient must have let the contract or construction started within three years of the date this project is approved by DOT. If the Recipient does not do this, they will be in default for which the DOT can revoke funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.

13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

14. It is the intent of both parties that no third party beneficiaries be created by this agreement.

15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.

16. This agreement is not assignable without the prior written consent of the DOT.

17. If the project described in Section 3 of this agreement crosses a DOT primary road, then:

    A. The Recipient shall convey title to the State of Iowa, by quit claim deed, to any right of way necessary for the primary road crossing, all at no cost to the DOT. However, the DOT shall prepare detailed legal descriptions and plats. The general configuration of the right of way to be conveyed shall be agreed to by the Recipient and the DOT prior to the survey.

    B. The Recipient shall submit six copies of plans for all primary road system crossings to the DOT contact person for review and approval by the District Offices for necessary permits, Offices of Road Design and Maintenance with regard to crossing design and location, signing, fencing, safety, maintenance, compliance with access control policy, etc. Said approval shall be obtained before the Recipient proceeds with the construction of any primary road system crossing.

    C. The use of primary highway right of way for this projects' purpose shall be subject to any rights enjoyed by any existing utility lines presently within the right of way. If excavation of a utility line over which this project has been placed is necessary for any reason, the utility shall be responsible for proper backfilling of said excavation to ground level. The Recipient shall be responsible for any necessary resurfacing or restoration.

D. The use of primary highway right of way for this projects' purposes shall be subject to any future plans for reconstruction, improvement, maintenance, and/or relocation of the highway by the DOT. Any relocation of this project necessary because of said plans shall be at the expense of the Recipient, all at no cost to the DOT.

18. The Recipient shall acquire the project right of way, whether by lease, easement or fee title and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in the DOT's Right of Way manual. The Recipient shall contact the DOT for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds in the right of way purchase are involved. The Recipient will need to get environmental concurrence before acquiring any needed right of way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal-aid participation for right of way acquisition, the Recipient will need to get environmental concurrence and Federal Highway Administration (FHWA) authorization before purchasing any needed right of way.

19. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highways Right of Way and the Policy for Accommodating Utilities on Primary Road system when on the DOT's right of way. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal-aid reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.

20. The Recipient shall be responsible for obtaining any permits, such as the Right to Occupy and/or Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to the start of construction.

    In addition, the Recipient shall certify to the DOT's contact person that all known required environmental permits have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.

    Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from DOT.

21. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

22. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC Chapter 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

23. The project plans, specifications and cost estimate shall be prepared and certified by a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other agreement documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient. However, the plans, specifications and other agreement documents for each division must be submitted at least thirty (30) days prior to the project letting of each division. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.

24. The recipient shall be responsible for the daily inspection of the project. For projects let to contract, the Recipient shall compile a daily log of materials and quantities. For projects constructed with local forces, the Recipient shall compile a daily log of materials, equipment and labor on the project. The DOT reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.

25. The Recipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The Recipient shall also make such materials available at all reasonable times during the construction period and for three years from the date of final reimbursement, for inspection by the DOT, FHWA, or any authorized representatives of the Federal government. Copies of said materials shall be furnished by the Recipient if requested.

26. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.

27. The DOT shall reimburse the Recipient for properly documented and certified claims for eligible project activity costs less a retainage of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the DOT determines the Recipient is overpaid, the Recipient shall reimburse the overpaid amount to the DOT.

28. Upon completion of the project described in this agreement, a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.

In addition, prior to final reimbursement for the project the Recipient shall furnish three sets of "as-built" plans of the project to the DOT.

Final reimbursement of funds, including retainage, shall be made only after the DOT accepts the project as complete.

29. If, in the opinion of the Recipient, the specific provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, prove to be burdensome to the Recipient or otherwise not in the public interest, and if the Recipient decides that the provisions of this agreement can be otherwise complied with without endangering public safety, the Recipient may request that said provisions be waived on all or specific parts of the project identified by the Recipient. Such request shall be made in writing to the DOT's contact person who shall, after consultation with other DOT staff, as necessary, make the final determination concerning said waiver. If said waiver is granted, all provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall be performed by the Recipient's contact person or designee.

30. The Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews and funding participation.

31. This agreement may be declared to be in default by the DOT if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the DOT determines that the project is not developed as described in the application.

32. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or a notice of continued default.

33. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of funds loaned or granted by this agreement. By signing this agreement the Recipient agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the DOT Commission and may include cash repayment, installment repayments with negotiable interest rates, charges against the Recipient's share of road use tax funds, or other methods as approved by the Commission.

34. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A (2011). Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this section for arbitration.

35. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the DOT. Failure to comply with this provision may be considered a default of this agreement.

36. The Recipient shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by the Iowa Code Chapter 216 (2011) and IAC 160. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives state funds from the DOT.

37. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit E which is attached hereto and by this reference incorporated into this agreement.

38. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules. For portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the Recipient shall provide the DOT file copies of project letting documents within five (5) working days after the letting. The Recipient must wait for DOT concurrence before making the final award.

39. The Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

40. The Recipient shall notify the DOT's contact person within 30 days of the date the RISE project was constructed and open to traffic. The Recipient shall certify to the DOT's contact person within two years of the date the RISE project is constructed and open to traffic any associated economic development which has resulted from the project,

including infrastructure improvements, capital investment, and/or job creation. This certification by the Recipient is subject to review by the DOT.

The DOT shall monitor the progress of the associated economic development following the construction of the RISE project. Failure to certify the associated economic development shall be considered a default under this agreement.

41. This agreement as set forth in sections 1 through 41 herein, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2014-R-021 as of the date shown opposite its signature below.

RECIPIENT: West Des Moines

By: _____ Date July 28, 2014

Title: Mayor

CERTIFICATION:

I, Judy E. Smith, certify that I am the Clerk of the city, and that
(Name of City Clerk)

Steven K. Gaer, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city, on the 28th day of July, 2014

Signed: _____

City Clerk of West Des Moines, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION
Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010

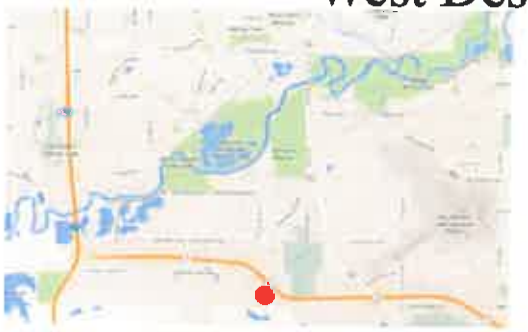
By: _____ Date 8 5, 2014

Craig Markley
Director
Office of Systems Planning

April 2012

Exhibit A

West Des Moines



Modified 3/10/2015

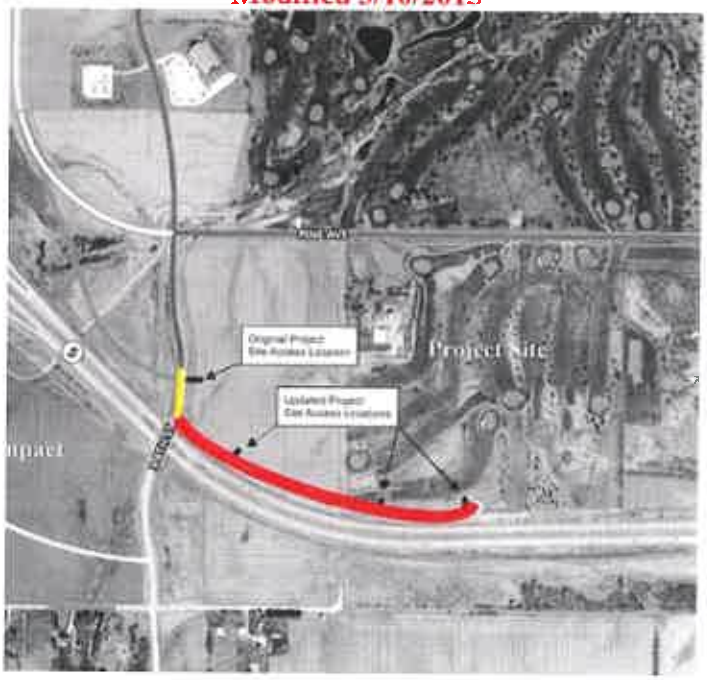
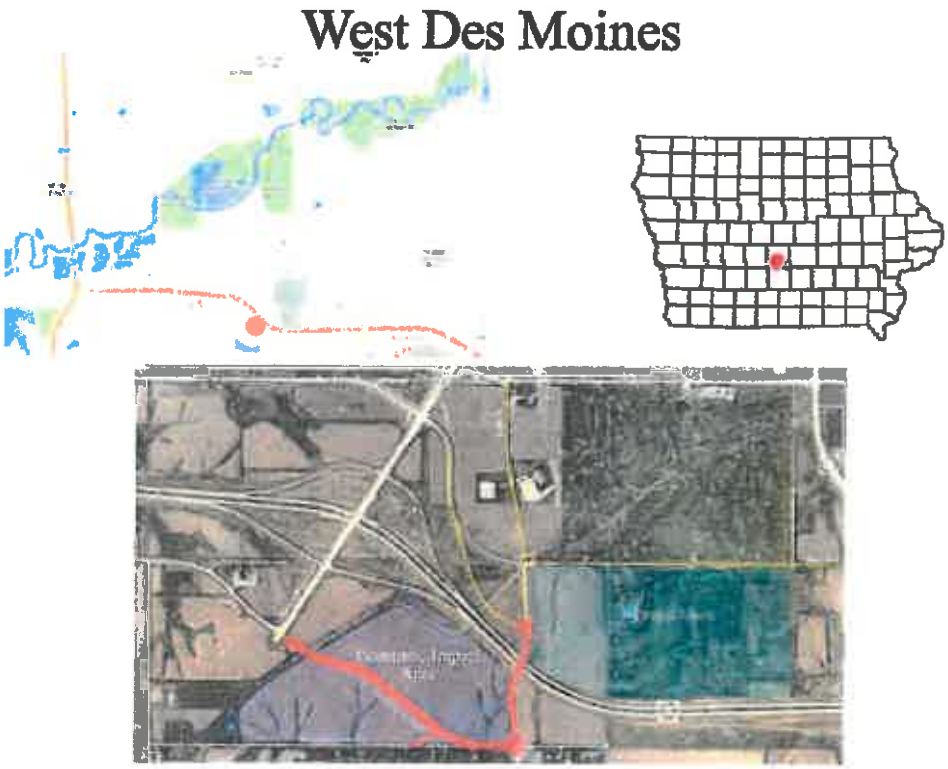


Exhibit A

Project Site Map



THIS SHEET VOID DCW

Exhibit B

Project activities or costs eligible for RISE funding include only the following:

a. Roadway resurfacing, rehabilitation, modernization, upgrading, reconstruction or initial construction, including grading and drainage, paving, erosion control, pavement overlays and shoulder widening and stabilization.

b. Bridge and culvert repair, modernization, replacement or initial construction.

c. Roadway intersection and interchange improvements including warranted traffic signalization when it is integral to the improvement.

d. Right of way purchase.

e. Construction or improvement of motorist rest areas, welcome centers and information centers.

f. Design engineering costs and construction inspection costs associated with RISE-financed projects.

g. County and City bond principal and interest payments associated with RISE projects. No financing expenses incurred prior to funding commitment shall be eligible.

h. Storm drainage and storm sewer costs to the extent needed for draining the roadway.

Exhibit C

Activities or costs ineligible for RISE funding include but are not limited to the following:

a. Any and all costs incurred prior to a funding commitment by the Transportation Commission <u>except</u> advance right of way costs to protect or preserve a project corridor.

(1) If there is an extreme urgency involving right of way acquisition, a potential applicant may formally request from the department a written waiver which, if granted, will permit the applicant to acquire the right of way immediately without jeopardizing the eligibility of the acquisition costs for future RISE funding. Granting of the waiver shall not imply or guarantee that a subsequent application which includes the acquisition costs will be funded. The request for the advance eligibility must include justification regarding the urgency of the acquisition, a description of the land to be acquired, and a map showing its location.

(2) The advance eligibility waiver must be requested and approved prior to the applicant's acquisition of the land in question, and the RISE application which included the acquisition costs must be received by the DOT within two years following the granting of the waiver, or the waiver is not valid.

b. Routine roadway, bridge and culvert maintenance, including pothole filling, crack sealing, seal coating, patching, shoulder maintenance, gravel or earth roadway maintenance, and bridge painting.

c. Winter roadway and bridge maintenance, including snow plowing, sanding and salting.

d. Overhead and operating costs associated with eligible project activities, including auditing.

e. Expenses associated with the preparation and submission of applications for RISE funding.

f. Pre-design engineering expenses.

g. Traffic signalization, except as an integral part of a roadway project.

h. Pavement marking and traffic signs, except as an integral part of a roadway project.

i. Electric, water, natural gas, telephone and other utility construction, reconstruction or adjustment <u>except</u> when utilities located on private property are replaced or relocated for project construction.

j. Safety appurtenances, except as an integral part of a roadway project.

k. Lighting, except as an integral part of a roadway project.

l. Lighting energy and maintenance costs.

m. Sidewalks, bicycle paths and railroad-highway crossings, except when replacing those facilities in service and affected by the project, or as an integral part of a roadway project.

n. Parking expenditures, including those for structure, lots, meters and marking.

o. Non-roadway transportation expenditures, including those for railway, aviation, public transportation and inland waterway facilities and equipment.

p. Purchase of furnishings, construction equipment and personal property.

q. General government expenses and expenses associated with the provision of any public service which are not eligible for RISE program assistance.

r. Sanitary sewers.

s. Water mains.

t. Donated right of way.

Exhibit D

Commission Approval Date:	July 8, 2014
Construction:	March 2015 - October 2015
Project Closeout:	October 2015

Exhibit E

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities

on

Non-Federal Aid Projects (Third-Party State-Assisted Projects)

April 2012

April 2012

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(5), which is 51% or more owned, operated and actively managed by one or more women, minority persons or persons with a disability. Generally this is a for-profit small business enterprise under single management, is located in Iowa and has an annual gross income of less than 3 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7 and 541 Iowa Administrative Code Chapter 4. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Department of Inspections and Appeals
Targeted Small Business
Lucas Building
Des Moines, IA 50319
Phone: 515-281-7102
Website: http://dia.iowa.gov/page7.html

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore the contractor's TSB policy shall be:

> It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

A. For current TSB information, contact the Iowa Department of Inspections and Appeals (515-281-7102) to identify potential material suppliers, manufactures and contractors.

B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.

C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.

D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.

F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

(1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
(2) Work to be subcontracted to a TSB; or
(3) Any other commercially useful function.

B. The contractor may count:

(1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
(2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
(3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
(4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:
(1) Name(s) of the TSB(s) contacted regarding subcontractable items.
(2) Date of the contract.
(3) Whether or not a TSB bid/quotation was received.
(4) Whether or not the TSB's bid/quotation was used.
(5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

(1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
(2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
(3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
(4) Were initial solicitations of interested TSBs followed up?
(5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
(6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
(7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
(8) Were services used of minority community organization, minority contractors groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Department of Inspections and Appeals.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

Form 730007WP 7-97

Contractor _____ Page#_____

Project# _____

County _____

City _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project $_____
List items by name to be subcontracted:

April 2012

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS-LET LOCALLY)

In accordance with Iowa Code Section 19B.7 and 541 Iowa Administrative Code (IAC) Chapter 4, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy, and for locally let projects, the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Department of Inspections and Appeals (515-281-7102) or from its website at: http://dia.iowa.gov/page7.html

2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.

3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.

4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.

5. For construction contracts:

   a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

      http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf

   b) Ensuring that the awarded contractor has and shall follow the contract provisions.

6. For consultant contracts:

   a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.

   b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.

2. Bidding proposals or RFPs noting established TSB goals, if any.

3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project let by the Recipient and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

April 2012

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects-Locally Let)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. **Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? ☐ YES ☐ NO**

   If no, explain _____

2. **Were qualified TSB firms notified of project? ☐ YES ☐ NO**

   If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

   If no, explain _____

3. **Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO**

   If no, explain_____

4. **Was a goal or percentage established for TSB participation? ☐ YES ☐ NO**

   If yes, what was the goal or percentage? _____

   If no, explain why not: _____

5. **Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO**

   If no, what action was taken by Recipient? _____

   Is documentation in files? ☐ YES ☐ NO

6. **What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation?** $_____
   What was the final project cost? $_____
   What was the dollar amount performed by TSB firms? $_____

   Name(s) and address(es) of the TSB firm(s)_____
   (Use additional sheets if necessary)

   Was the goal or percentage achieved? ☐ YES ☐ NO

   If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

_____
Title

_____ _____
Signature Date

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

Date: May 4, 2015

ITEM: Alluvion – 550 White Crane Road – Approval of phased landscape plan – Microsoft Corp – MML1-002692-2015

RESOLUTION: Approval to Phase Landscape Installation

FINANCIAL IMPACT: None

BACKGROUND: On September 8, 2014, the City Council approved the full site plan for the Microsoft Alluvion project. Included in the site plan was the landscaping plan for the full site. While the plan set included only the phase one buildings, no indication of phasing relating to the installation of the landscaping was included. Four phases of site development are anticipated. Microsoft, Corporation is now requesting to be allowed to install the landscaping in conjunction with each building phase rather than entirely as part of phase one's building construction. Landscaping within phase one (within Lot 1) will be installed at this time. The Site Plan for phase two of the Alluvion project is anticipated to be submitted within the next few weeks: landscaping associated with phase two (Lot 2) will be installed in conjunction with construction of the buildings. There is no timeline identified for Phase 3 and 4. Staff is comfortable with this approach as it is the same manner in which landscaping with Microsoft's Grand Avenue site is being handled. However, staff has indicated to Microsoft that if a property owner adjacent to a future phase raises concerns with no landscaping being installed at this time adjacent to their property that Microsoft will need to implement enough landscaping to mitigate the neighbor's concerns. Staff is recommending a condition of approval relating to this matter. Furthermore, staff recommends a condition of approval that if either phase 3 and 4 are not initiated within five years from the completion of the previous phase, that Microsoft be required to install the perimeter landscaping associated with the remaining phase(s).

This issue was mentioned at the March 26, 2015 Development and Planning City Council Subcommittee. No discussion was had and the Council representatives were in support of the phasing.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Staff recommends to the City Council approve the phased installation of landscaping in conjunction with each phase of building development, subject to the applicant agreeing to the following:

1. Microsoft agreeing that should an adjoining property owner to a future phase of the Alluvion project raise concerns with visibility of the project and lack of buffer vegetation, that they will work with the neighboring property owner to identify and install appropriate vegetation to mitigate views. The landscaping agreed upon to be installed to mitigate view concerns may be less than that indicated on the overall Alluvion site plan; however, all landscaping indicated on the overall site plan will need to be implemented in conjunction with construction of buildings within each respective phase; and,

2. Microsoft agreeing that if a subsequent phase is not initiated within five years of completion of the previous phase, landscaping associated with any undeveloped phase will be installed.

Lead Staff Member: Lynne Twedt

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

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

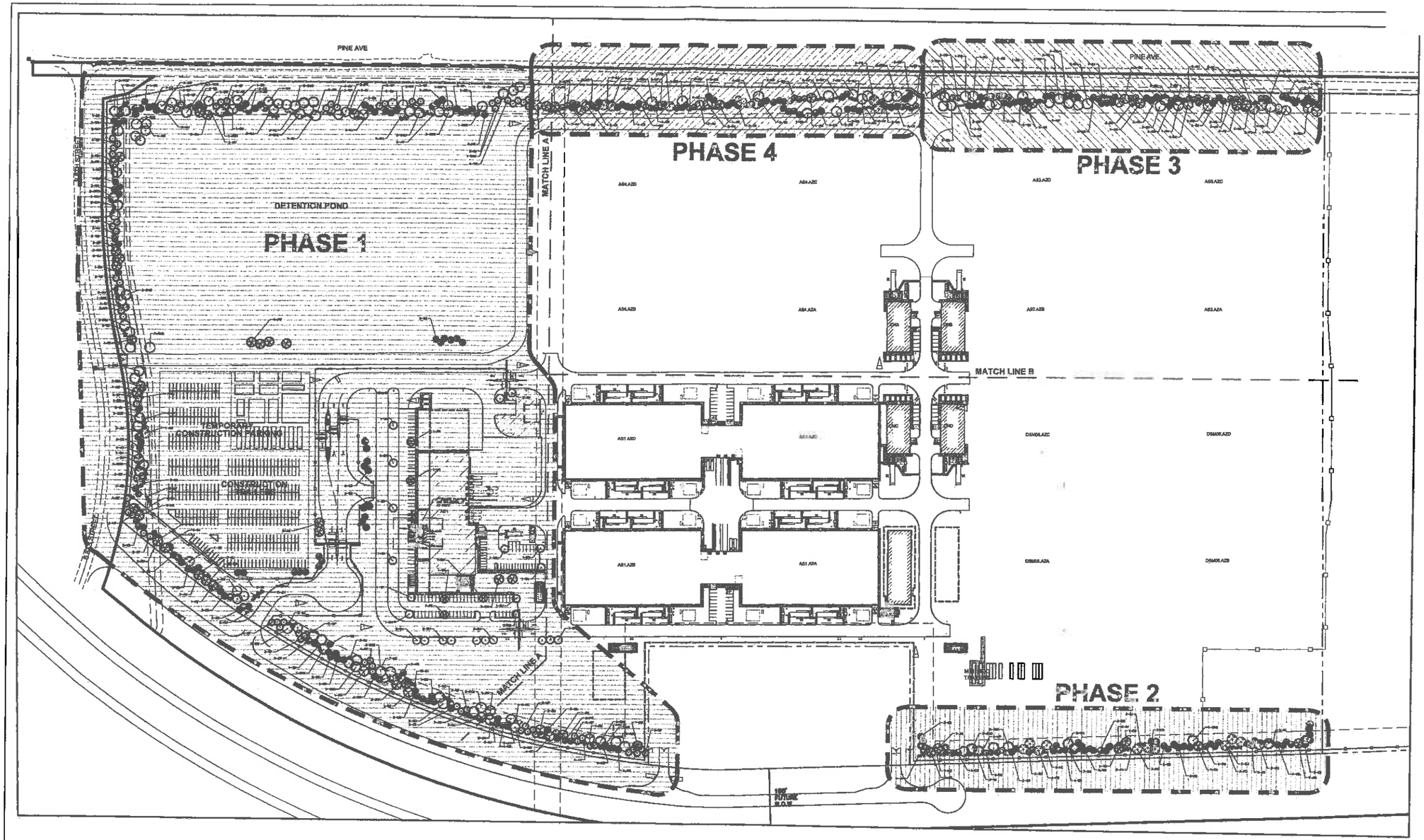
SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	March 26, 2015		
Recommendation	Yes X	No ☐	Split ☐

ATTACHMENTS:

Exhibit I - Overall Landscape Plan
Exhibit II - City Council Resolution

EXHIBIT I



TREE PLANTING PHASING PLAN
APRIL 3, 2015

N

SCALE
0' 50' 100' 200'

PLANT SCHEDULE

EXISTING DECIDUOUS TREES				
EX	101	AUTUMN BLAZE MAPLE	ACER RUBRUM 'AUTUMN BLAZE'	8" CAL
EX	11	BLACK MAPLE	ACER NIGRUM	8" CAL
EX	131	HORNBEAM MAPLE	ACER PENSYLVANICUM 'MOUNTAIN'	8" CAL
EX	15	WHITE OAK	QUERCUS ALBA	8" CAL
EX	161	RED OAK	QUERCUS RUBRA	8" CAL
EX	171	PLATANUS OCCIDENTALIS	PLATANUS OCCIDENTALIS	8" CAL
EX	172	CERCIDIUM 'T. BRIGHT'	CERCIDIUM 'TEXAS BRIGHT'	8" CAL
EXISTING EVERGREEN TREES				
EX	210	COLORADO BLUE SPRUCE	PICEA PUNGENS	8" CAL
EX	220	BLACK HILLS SPRUCE	PICEA GLAUCA	8" CAL
EX	241	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	8" CAL
EXISTING SHRUBS				
EX	1	BOX ELDER JUNIPER	JUNIPERUS SCOPULORUM 'BOX ELDER'	30"
EX	2	GREEN JUNIPER	JUNIPERUS SCOPULORUM 'GREEN'	30"
EX	3	BLUE CHIP JUNIPER	JUNIPERUS SCOPULORUM 'BLUE CHIP'	30"
EX	4	GREEN MOUNTAIN JUNIPER	JUNIPERUS SCOPULORUM 'GREEN MOUNTAIN'	30"
EX	5	ROCKY MOUNTAIN JUNIPER	JUNIPERUS SCOPULORUM 'ROCKY MOUNTAIN'	30"
EX	6	SKYROCKET JUNIPER	JUNIPERUS SCOPULORUM 'SKYROCKET'	30"
EX	7	WICHITA BLUE JUNIPER	JUNIPERUS SCOPULORUM 'WICHITA BLUE'	30"
EX	8	ALPINE CURRANT	RIBES ALPINUM	18"
EX	9	COMMON PURPLE LILAC	SYRINGA VULGARIS	18"
EX	10	CHICKASAW PLUM	PRUNUS CHEROPHYLLA	18"
EX	11	COMMON BARBERRY	BERBERIS VULGARIS	18"
EX	12	RED BUDDA WOOD	BUDDLEIA X 'LOCHINCH'	18"
EX	13	BELLA FINO DWARF LILAC	SYRINGA VULGARIS 'BELL FINO'	18"

TREES HARVESTED FROM SITE

EXISTING DECIDUOUS TREES			
EX	1	NORWAY MAPLE	ACER PLATANOIDES
EX	2	RED MAPLE	ACER RUBRUM
EX	3	PLANE MAPLE	ACER RUBRUM 'AUTUMN FLAME'
EX	4	SUGAR MAPLE	ACER SACCHARUM
EX	5	WHITE OAK	QUERCUS ALBA
EX	6	RED OAK	QUERCUS RUBRA
EX	8	SUGAR WHITE OAK	QUERCUS BICOLOR
EX	14	HACKBERRY	CELTIS OCCIDENTALIS
EX	17	ELM	ULMUS PUMILA
EX	127	BLACK WALNUT	JUGLANS NIGRA
EXISTING EVERGREEN TREES			
EX	10	COLORADO BLUE SPRUCE	PICEA PUNGENS GLAUCA
EX	12	WHITE PINE	PINUS STROBUS
EX	13	RED PINE	PINUS RESINOSA

LANDSCAPE TOTALS

TOTAL SITE AREA: =5,109152 S.F. (117.3 AC.)

20% OPEN SPACE REQUIRED: =1,021,830 S.F. (23.5 AC.)

TREES REQUIRED:
(1/2000 S.F.) =592
SHRUBS REQUIRED:
(3/2000 S.F.) =1,022

PROVIDED:
TREES:
EXISTING TREES =231
EVERGREEN TREES =373
TOTAL TREES =604

SHRUBS =650
PERENNIALS =30

DSM 05
DATA CENTER
SOUTH 8TH ST. & PINE AVE.
WEST DES MOINES, IA 50266

Design Team

Approvals

OPERATIONS

PROJECT MANAGEMENT

Revisions

Registration

Key Plan

Bar Code

Sheet Title/Number

LANDSCAPE PLAN

L-A-04

MICROSOFT CONFIDENTIAL

EXHIBIT II

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

RESOLUTION APPROVING PHASING OF INSTALLATION OF LANDSCAPING ASSOCIATED WITH MICROSOFT ALLUVION

WHEREAS, pursuant to the provisions of Title 9, Zoning, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Microsoft Corporation, has requested approval of the phased installation of landscaping associated with the Microsoft Alluvion project located at 550 White Crane Road and legally described below;

Legal Description of Property
WILLOW CREEK PLAT 1, AN OFFICIAL PLAT NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA

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

WHEREAS, on September 3, 2014, the Plan and Zoning Commission did recommend to the City Council approval of the DSM05-Alluvion Site Plan (SP-002203-2014);

WHEREAS, on, September 8, 2014, this City Council held a duly-noticed meeting to consider the application for DSM05-Alluvion Site Plan (SP-002203-2014);

WHEREAS, on, May 4, 2015, this City Council held a duly-noticed meeting to consider the request to allow phasing of the installation of landscaping associated with the Microsoft Alluvion project;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES DOES RESOLVE that phasing of the installation of landscaping associated with the Microsoft Alluvion project is allowed, subject to compliance with all the conditions in the staff report, dated May 4, 2015, including conditions added at the meeting, and 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 this 4th day of May, 2015.

_____
Steven K. Gaer, Mayor
ATTEST:

_____
Ryan T. Jacobson, City Clerk

Exhibit A
Conditions of Approval

1. Microsoft agreeing that should an adjoining property owner to a future phase of the Alluvion project raise concerns with visibility of the project and lack of buffer vegetation, that they will work with the neighboring property owner to identify and install appropriate vegetation to mitigate views. The landscaping agreed upon to be installed to mitigate view concerns may be less than that indicated on the overall Alluvion site plan; however, all landscaping indicated on the overall site plan will need to be implemented in conjunction with construction of buildings within each respective phase; and,

2. Microsoft agreeing that if a subsequent phase is not initiated within five years of completion of the previous phase, landscaping associated with any undeveloped phase will be installed.

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Proclamation
Drinking Water Week - May 3-9, 2015

DATE: May 4, 2015

FINANCIAL IMPACT: None

BACKGROUND:

West Des Moines Water Works has requested City Council approval of a Proclamation for Drinking Water Week, May 3-9, 2015.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of Proclamation naming May 3-9, 2015 as Drinking Water Week.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	

Proclamation

Drinking Water Week

May 3-9, 2015

Whereas, water is one of our most valuable natural resources, and

Whereas, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

Whereas, any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and

Whereas, we are all stewards of the water infrastructure upon which future generations depend; and

Whereas, each citizen of our city is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water;

NOW, THEREFORE, I, Steven K. Gaer, Mayor of the City of West Des Moines, Iowa, do hereby proclaim May 3-9, 2015 as "Drinking Water Week" in the City of West Des Moines, Iowa.

Signed this 4th day of May, 2015.

ATTEST:

_____
Steven K. Gaer, Mayor

_____
Ryan T. Jacobson, City Clerk

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Proclamation
Police Officers Week - May 10-16, 2015

DATE: May 4, 2015

FINANCIAL IMPACT: None

BACKGROUND:

The City of West Des Moines would like to recognize the important role Law Enforcement Officers play in the lives of West Des Moines residents by celebrating Police Officers Week, May 10-16, 2015, and recognizing Police Officers Memorial Day on Wednesday, May 13, 2015.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of Proclamation recognizing May 10-16, 2015 as Police Officers Week and Wednesday, May 13, 2015 as Police Officers Memorial Day.

Lead Staff Member: Shaun LaDue, Chief of Police

STAFF REVIEWS

Department Director	4-23-15
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	

CITY OF WEST DES MOINES
OFFICIAL PROCLAMATION

WHEREAS, Law Enforcement Officers play an important role in the lives of all West Des Moines residents; and

WHEREAS, Public understanding of the duties and responsibilities of these Officers is crucial to their effective performance, and

WHEREAS, One hundred and seventy three Iowa Peace Officers have given their lives in the line of duty; and

WHEREAS, A Peace Officers' Memorial Plaque was dedicated on May 12, 1988, listing the names of those Iowa Peace Officers who gave their lives in protecting the rights and privileges of Iowa citizens, and to whom the Iowa Peace Officers' Memorial was dedicated on May 15, 1985; and

WHEREAS, West Des Moines continues to maintain significantly lower crime rates than does both the state and the nation as a whole which can be attributed in part to the dedication and effectiveness of West Des Moines' Law Enforcement Officers:

NOW, THEREFORE, I, Steven K. Gaer, Mayor of West Des Moines, do hereby proclaim May 10-16, 2015 as

POLICE OFFICER'S WEEK

and do further proclaim, Wednesday, May 13, 2015, as

POLICE OFFICER'S MEMORIAL DAY

in West Des Moines, and urge citizens to participate in law enforcement events in and around the city, to become better acquainted with the operations and personnel of local police agencies, and to honor those officers who have given their lives in the line of duty.

Mayor of West Des Moines

City Clerk of West Des Moines

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 4, 2015

ITEM: Proclamation – Bike Month – May 2015

FINANCIAL IMPACT: None

BACKGROUND: The attached proclamation designates May 2015 as Bike Month. This proclamation is one way to demonstrate the City's commitment to bicycling. Events taking place in May include the Mayor's Bike Ride and participation in the Bicycle Collective's Bike Month Passport Adventure.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the proclamation designating May 2015 as Bike Month in West Des Moines.

Lead Staff Member: Sally Ortgies

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

PROCLAMATION

WHEREAS, for more than a century, the bicycle has been an important part of the lives of most Americans; and

WHEREAS, today, millions of Americans engage in bicycling because it is a viable and environmentally-sound form of transportation, an excellent form of fitness and provides quality family recreation; and

WHEREAS, the education of cyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users; and

WHEREAS, the City of West Des Moines, the League of American Bicyclists and independent cyclists throughout our community are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities for all; and

WHEREAS, the City of West Des Moines continues to promote bicycling through the planning and construction of trails and bicycle facilities.

NOW, THEREFORE, I, Mayor of the City of West Des Moines, do hereby proclaim May 2015, as

BIKE MONTH

in the City of West Des Moines, and I, Mayor Steven K. Gaer urge all citizens to celebrate Bike Month and support efforts to promote bicycling in the community.

Dated this 4th day of May, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan Jacobson, City Clerk

NO CHANGE FROM PREVIOUS READING

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

Date: May 4, 2015

ITEM: Platinum Pointe Townhomes (fka Whisper Ridge Townhomes), Southwest corner of Bridgewood Boulevard and S. 88th Street – Rezone approximately 13.3 acres from Residential Medium Density (RM-12) to Planned Unit Development (PUD) to allow for the construction of a townhome development – Hale Development Company, LLC. – ZC-002614-2015

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

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Hale Development Company, LLC, in cooperation with the current property owner, Hidden Creek LLC, is requesting to rezone the property from Residential Medium Density (RM-12) to Planned Unit Development (PUD) and to establish Platinum Pointe Townhomes (formally known as Whisper Ridge Townhomes) PUD on approximately 13.3 acres. The applicant is proposing an attached townhome development consisting of 22, three-plex buildings. Although intended as executive rentals, the applicant is proposing to establish postage stamp lots for each of the units to allow for the sale of the units in the event such is desired. The Preliminary Plat to establish the lots is currently in the City's review process, along with the associated Site Plan. The PUD is drafted consistent with that illustrated on the plans.

Previous Council Action:
Vote: 5-0 approval
Date: April 20, 2015
Motion: Approval of the First Reading of the amendment to City Code.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and approve the establishment of the Platinum Pointe Townhomes PUD, subject to the applicant meeting City Code requirements.

Lead Staff Member: J. Bradley Munford JBM

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	JBW
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	Des Moines Register Community Section	
Date(s) Published	4/3/2015	
Letter sent to surrounding property owners		3/31/2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	4/9/2015		
Recommendation	Yes ☒	No ☐	Split ☐

ATTACHMENTS:
Exhibit I - Proposed Ordinance

Prepared by: J. B. Munford, Development Services, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265
Return To: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265
Tax Statement: Not Applicable

ORDINANCE #

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 9, ZONING, CHAPTER 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.

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

SECTION 1. AMENDMENT: Amend the Zoning Map of the City of West Des Moines, Iowa, by rezoning the following legally described property from Medium Density Residential (RM-12) to **Platinum Pointe Townhomes** Planned Unit Development (PUD) of West Des Moines, Iowa:

Legal Description

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA; EXCEPT THE SOUTH 66.00 FEET, THEREOF; AND EXCEPT, WHISPER RIDGE PLAT 1, 2, AND 3, OFFICIAL PLATS, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

SAID TRACT OF LAND CONTAINS 13.32 ACRES, MORE OR LESS.

SECTION 2. SKETCH PLAN: Attached hereto and made a part of this rezoning approval, for concept description and delineation is the Sketch Plan Document for the Platinum Pointe PUD marked Exhibit "A". Wherever conflict occurs between the written text in this document and the notations on the Sketch Plan, the written text shall prevail. The Sketch Plan is a graphic representation of the property included in the PUD delineating the approximate location and configuration of the Parcels for the purpose of easier reference for the applicable regulations of this Ordinance.

SECTION 3. REQUIRED PLANS:

A. Preliminary Plat/Final Plat: Prior to or in conjunction with development of any portion of the property covered by this PUD, said area shall be platted in accordance with the City's Subdivision Ordinance.

B. Site Plan Development Applications: Site plans for property within the Platinum Pointe PUD must meet the intent of the PUD. Prior to development of the respective parcel, site plans for development shall be submitted to the City for review through the development review process and approval by the appropriate approval body.

SECTION 4. INTENT OF THE PLATINUM POINTE PUD: To provide a multi-family product to meet the demands of the population by providing a greater variety in type, design and layout of buildings within residential developments across the City.

SECTION 5. CONDITIONS: Whereas City Code, establishes certain regulations and guidelines pertaining to accompanying information required on plat and site plan documents. In addition, the following conditions, restrictions, and regulations are adopted as part of this approval:

A. General Conditions: In addition to the PUD Sketch Plan Map, the following general development criteria shall be integrated into and made a part of this planned unit development.

1. General Conformance to Subdivision Ordinance: All subdivisions, public and private streets and street rights-of-way and general development shall adhere to the standards and design criteria set forth in the West Des Moines Subdivision Ordinance and/or established City policies pertaining thereto, unless otherwise stated within this Ordinance.

2. General Conformance to Zoning Ordinance: Unless otherwise specified herein, the development of the Platinum Pointe PUD shall comply with the provisions of the Title 9, "Zoning", of the city code or any other applicable codes.

3. Flood Hazard: In all areas within a 100-year frequency flood hazard zone, or adjoining drainage ways, and detention ponding areas involving potential flood hazards, no building shall be erected which has a minimum opening elevation (including top of window well) less than two feet (2') above the determined level of the 100-year frequency flood event. Buildings shall only be permitted within twenty five feet (25') of any easement or property boundary of a major drainage way, storm water detention basin or pond if said location is approved as part of the development entitlement by the city council and said building is structurally designed accordingly.

4. Developer Responsibilities: The Developer, their successors and/or assigns, if any, shall pay all planning, engineering, and construction costs for the development of the planned unit development, as required by this Ordinance and approved site plans and the cost of all streets, storm sewers, sanitary sewers, drainage way improvements, detention basins, water mains, buffers and other improvements as required for rights-of-way or public easements within the Platinum Pointe PUD, unless otherwise approved by the City Council.

5. Public Street Improvements and Right-Of-Way Dedication: At time of subdivision platting, the subdivider or others as agreed upon privately shall be responsible for construction and/or installation of all required public infrastructure improvements in accordance with the City's Subdivision Ordinance, as indicated herein, and/or as indicated on the approved Platinum Pointe PUD Sketch Proposal. With any subdivision plat, the subdivider or others shall be responsible for constructing and/or installing the public infrastructure necessary to support development within the subdivision in a manner that will assure that the public infrastructure functions at an acceptable level of service (per the City's Comprehensive Plan) and that complies with all City Ordinances. Unless otherwise allowed by City Council, public improvements necessary to support the proposed development will need to be complete and accepted by the City Council prior to issuance of a Final Occupancy permit for any habitable structure within the development.

6. Sanitary Sewer: Any proposed change in approved land use densities for the PUD will require an analysis of the downstream sanitary sewer capacity to assure that adequate capacity is available for the proposed change in approved land use densities.

7. Street Lighting: The Developer or others as agreed upon privately shall be responsible for all costs associated with the installation of public street lights within or adjacent to any area proposed to be platted or included within a development.

8. Mailboxes: The Developer shall be responsible for installation of any required Cluster Box Units (CBUs) as per the local U.S. Postal Service Post Office.

SECTION 6. PARK LAND DEDICATION: An area of land calculated by a set formula based upon the size and density of the proposed development will be required to be dedicated for purposes of a public park and green belt areas. Property for parkland to meet dedication requirements has been provided at the northwest corner of 91st Street

and Bridgewood Boulevard. If further dedication is determined to be necessary, a Parkland Dedication Agreement, acceptable to the Park and Recreation Department, detailing the specifics related to the provision of Parkland Dedication requirements for the development of each area contained within the PUD will be required to be executed prior to the approval of each plat or site plan for parcels within the development.

SECTION 7. MASTER PROPERTY OWNERS ASSOCIATION: If necessary, when the first plat within this development is recorded, proper action shall be taken to establish a master property owners association with said property into the Platinum Pointe property owners association and all building restrictions, covenants, and other associated conditions attached to the PUD shall be made to also apply to said property. The Platinum Pointe property owners association shall be responsible for the ongoing upkeep and maintenance of any privately owned common grounds such as the buffer parks, internal streets, storm water detention facilities, greenbelts, parks and other common space, as outlined in the association documents and any other specific development improvements noted as their responsibility in this ordinance.

SECTION 8. LAND USE DESIGN CRITERIA: In addition to the general criteria as stated previously, the following land use design criteria shall apply to the development areas designated on the Sketch Plan. The following development standards and use regulations shall apply to the development parcels:

A. Parcel A: All general use regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for Residential Medium Density (RM-12) Zoning District shall apply to any development proposal for property in Parcel A as shown on the sketch plan, unless noted otherwise in this ordinance.

1. Setbacks: all attached residential buildings shall comply with the following:
    a. A minimum twenty-five foot (25') front yard setback, as measured from the front plane of the building to the back of curb of the private streets;
    b. A minimum thirty foot (30') rear yard setback as measured from the perimeter boundary of Parcel A;
    c. A minimum five foot (5') side yard setback as measured from the lot line to the building foundation with the exception of those buildings whose side wall faces either Bridgewood Boulevard or Coachlight Dr. (Rockwood Lane) shall provide a minimum of 30' as measured from the street right-of-way line to the building foundation.

2. Building Separation: A minimum fifteen foot (15') separation shall be provided between primary attached dwelling structures and between primary dwelling structures and accessory structures. Separation distance between structures shall be measured from the foundation of each structure/building. A minimum of five feet (5') of open space shall be provided between closest elements of structures (egress windows, window or fireplace bump-outs, decks, sunrooms, patios, roof overhangs, etc.). All components of the structure, including foundations shall be located entirely within the lot's boundary.

3. The maximum height of dwelling buildings within Parcel A shall not exceed 2 stories. The maximum height of accessory structures shall be limited by city code but in no case shall exceed one-story.

4. Lot Width: Parcel A shall meet minimum lot widths as required by City Code, Title 9, Chapter 7: Setback and Bulk Density Regulations for 3+ attached units within the Residential Medium-Density zoning district. Individual lots (aka postage stamp lots) which extend a minimum of five feet (5') beyond the building footprint on all non-attached building walls shall be allowed for each dwelling unit. As indicated above, all building components, including foundations shall be located entirely within the lot's boundary.

SECTION 9: DENSITY: The total number of dwellings within the Platinum Pointe PUD shall not exceed five (5) dwelling units per acre or 66 dwelling units.

SECTION 10: ARCHITECTURE: Architectural design for multi-family buildings shall express a creative presentation of exterior building materials, exterior details and texture, treatment of windows and doors, and use of angles and multiplicity of planes within the wall and roof design to lessen the plainness of appearance which can be characteristic of multi-unit residential buildings. The use of building articulation that breaks up the building mass into modules which reflect proportions similar to the single-family residential dwellings shall be required. Methods used to create intervals which reflect individual dwelling units are:

1. Facade modulation - stepping back or extending forward a portion of the façade;
2. Entrances to the dwelling units should be easily and individually identified through the use of design and detailing. Projected or recessed entryways, higher rooflines, awnings or changes in materials are example that can create this effect;
3. Changing the rooflines by alternating dormers, stepped roofs, gables, or other roof elements to reinforce the modulation or articulation interval;
4. Changing materials with the change in building plane to vary the look of the individual dwelling units;
5. Using paint and materials to reinforce the modulation or articulated intervals.

Buildings shall combine materials such as brick, stone, vertical or lap siding, shakes and stucco, along with trim and details to provide visual interest within the development. Use of natural materials is encouraged: composite materials such as fiber cement and wood composites are appropriate substitutions. Vinyl siding may be used only with appropriately scaled trim. All material, trim and details for a building shall be designed appropriately for chosen architectural style. Materials should change with the change in building planes. Trim and structural elements such as posts or columns shall be sized to the scale of the building. When used, masonry materials shall have the appearance of 3-dimensional elements and shall be appropriately wrapped around corners or building elements to provide authenticity to the materials. Fenestration (door and window openings) shall be sized to the scale of the building, incorporated on multiple sides of the building and be compatible to the chosen architectural style. Asphaltic shingles shall be allowed provided the shingle materials are of a heavier grade that produces a shake or shadowing effect and is consistent with the color and materials used for the multi-family residential developments

Garage doors facing the street should be set back to minimize the dominance of their appearance or staggered across the building façade to create opportunities for individuality of the dwelling units. The architectural details of the garage should incorporate the materials and treatments of the dwelling unit, such as windows, doors, paint and materials, and style of the dwelling unit.

All facades of the building in unobstructed view of the public shall be treated with the same level of architectural style and detail.

SECTION 11. <u>LANDSCAPING:</u> Landscaping for open-space, off-street parking, buffering, mitigation of negative elements, etc. shall be required as set forth in Title 9, Chapter 19, Landscaping, of city code, except as noted otherwise in this Ordinance. If there is a conflict between the PUD and City Code, the more restrictive shall apply.

SECTION 12. <u>BUFFERING AND TRANSITIONING:</u>

A. Zoning District Compatibility and Transitioning, as applicable, shall comply with Title 9, Chapter 5, Section 7.

B. A minimum 30' Landscape Buffer shall be provided along S88th Street, Coachlight Drive (Rockwood Lane) and the western property boundary. Buffer width, earthen berming and minimum vegetation shall abide by city code Title 9, Chapter 19, Section 8E. The buffer and building setbacks can overlap; however, no part of a structure may encroach into the buffer. The landscape buffers shall be indicated on the Preliminary Plat with and the landscape buffering planting plan submitted for review with the Site Plan.

SECTION 13. <u>SIGNAGE REGULATION:</u> Signage within each PUD parcel shall comply with all provisions of Title 9, Chapter 18 for the Residential Medium-Density (RM) district.

SECTION 14. <u>STORM WATER MANAGEMENT:</u> Specific Storm Water Management Plans may be required with the development of each parcel which demonstrates compliance with the approved Platinum Pointe PUD Master Storm Water Management Plan, on file with the city. The Developer shall have said specific Storm Water Management Plans prepared by a Professional Engineer licensed in the State of Iowa, in conjunction with the submittal of a specific development proposals for parcel A within the PUD. All Storm Water Management Plans shall comply with the City's current design standards for storm water management. The method of storm water management and the storm water conveyance system shall be determined prior to City approval of any development within any portion of the property within the Platinum Pointe PUD.

At time of platting or development, ownership and responsibility for all storm water detention areas and private storm water detention outlet structures will need to be established.

SECTION 15. TRAFFIC REPORTS: A Traffic Impact Study (Traffic Report) December 31, 2014, has been prepared by the City of West Des Moines for the Platinum Pointe Townhome development. The Traffic Report caps the traffic generated from all ground within this PUD at 3,538 average daily trips, 269 AM peak hour trips and 328 PM peak hour trips. The Traffic Report also outlines the ultimate paving requirements for the major road ways in the vicinity of the Platinum Pointe Townhome development. Development of the site will need to abide by the recommendations of the December 2014 traffic report. In the event the number of dwelling units is increased or the layout of the proposed development, including access connections to surrounding public streets is altered, if determined necessary, a new traffic study to analyze the changes may be required. Development of the site will need to abide by the recommendations of the new traffic study.

SECTION 16. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase or part of the 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 17. EFFECTIVE DATE: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on this 4th day of May 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____ 2015.

_____
Ryan T. Jacobson, City Clerk

NO CHANGE FROM PREVIOUS READING

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Alluvion Urban Renewal Area TIF Ordinance – City-initiated **DATE:** May 4, 2015

ORDINANCE: Approval of Second, Third Readings, and Final Adoption

FINANCIAL IMPACT: The City anticipates spending up to approximately $62 million, plus financing costs, which will include road improvements of up to $23 million, water storage/wells of up to $6 million, water distribution lines of up to $9.5 million, sanitary sewer improvements of up to $4 million, power line relocation of up to $3 million, and a public safety facility of up to $16 million. In addition, the City expects to provide economic development grants of up to $11 million to incent various costs related to the development of a fiber optic capable facility for the Microsoft Project. Each of these costs will be funded by incremental property tax revenues generated by properties within the Alluvion Urban Renewal Area.

BACKGROUND: The City Council approved the Alluvion Urban Renewal Plan on May 19, 2014 and amended the Plan on March 23, 2015 to incorporate additional land needed for the public improvements and to update projects and project costs. The TIF Ordinance is now ready for approval. The property subject to the TIF Ordinance encompasses only a portion of the Alluvion Urban Renewal Area, that being Lot 1 of Willow Creek Plat 1, which is the lot presently under construction. (See Exhibit I – Map of Alluvion Urban Renewal Area and Exhibit II – Willow Creek Plat 1.)

Since the Microsoft Alluvion project is a 4-phased project, there will be four TIF Ordinances based on each phase. Willow Creek Plat 1, which was recorded on April 6, 2015, divides the subject property into lots based on the phased construction. Future TIF Ordinances will be adopted to cover Lots 2, 3, and 4 of Willow Creek Plat 1 as construction commences.

PREVIOUS COUNCIL ACTION:
Vote: 5-0 for approval
Date: April 20, 2015
Motion: Approval of the First Reading of the Ordinance creating the Alluvion Tax Increment Financing (TIF) District.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Staff recommends approval of the first reading of the Ordinance creating the TIF District.

Lead Staff Member: Naomi Hamlett, AICP, Planner

STAFF REVIEWS

Department Director	Clyde Evans, Community and Economic Development Department
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	NA	
Date(s) Published	NA	
Letter sent to surrounding property owners	NA	

SUBCOMMITTEE REVIEW (if applicable)

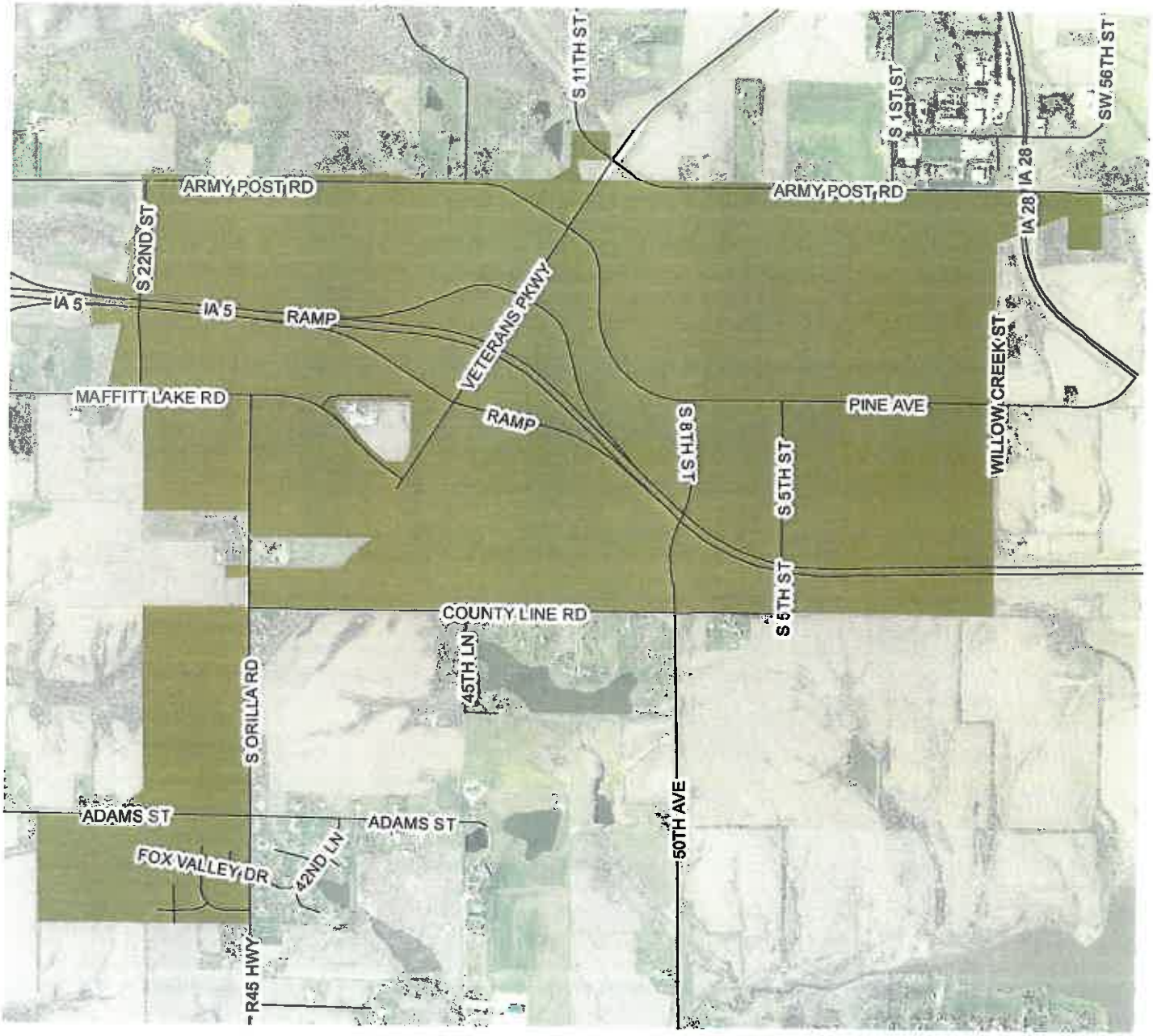
Committee	N/A		
Date Reviewed	N/A		
Recommendation	Yes ☐	No ☐	Split ☐

ATTACHMENTS:

Exhibit I - Map of Alluvion Urban Renewal Plan Area
Exhibit II - Willow Creek Plat 1
Exhibit III - TIF Ordinance for Alluvion Urban Renewal Plan Area

EXHIBIT I

West Des Moines
Urban Renewal Areas
Alluvion Urban Renewal Area

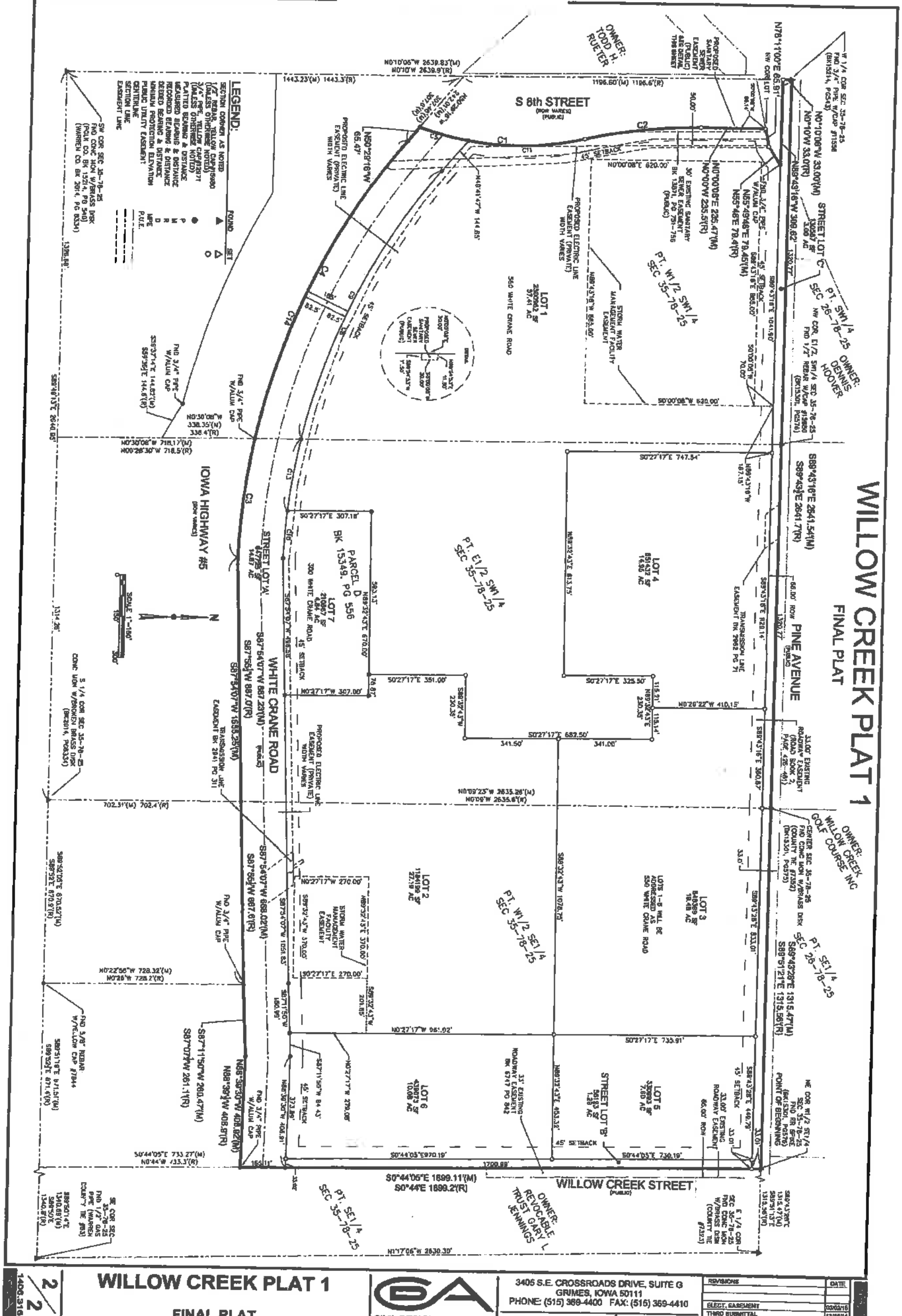


THE CITY OF WEST DES MOINES

N

No Scale

EXHIBIT II



WILLOW CREEK PLAT 1

FINAL PLAT — WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

ENGINEER: | TECH:

REVISIONS	DATE
ELECT. EASEMENT	03/03/15
THIRD SUBMITTAL	12/18/14
SECOND SUBMITTAL	12/10/14
FIRST SUBMITTAL	11/10/14

2/2

1408.316

EXHIBIT III

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON CERTAIN PROPERTY LOCATED WITHIN THE ALLUVION URBAN RENEWAL AREA, IN THE CITY OF WEST DES MOINES, COUNTY OF POLK, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF WEST DES MOINES, COUNTY OF POLK, WEST DES MOINES 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 ALLUVION URBAN RENEWAL AREA (**WILLOW CREEK PLAT 1, LOT 1 PARCEL**)

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. 14-05-19-14 passed and approved on the 19th day of May, 2014, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Alluvion Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows ("**Willow Creek Plat 1, Lot 1 Parcel**"):

> Lot 1 of Willow Creek Plat 1, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa; and

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of West Des Moines, State of Iowa, 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 **Willow Creek Plat 1, Lot 1 Parcel** in 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 **Willow Creek Plat 1, Lot 1 Parcel** is the only portion of the Urban Renewal Area that will be included in this TIF Ordinance. The City anticipates that as other parcels 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, it is likely that 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:

Section 1. That the taxes levied on the taxable property in the **Willow Creek Plat 1, Lot 1 Parcel** 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 Polk, West Des Moines 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.

Section 2. 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 **Willow Creek Plat 1, Lot 1 Parcel** of the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of West Des Moines, State of Iowa, certifies to the Auditor of Polk County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, 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 City Clerk is directed to file a certification of debt under Iowa Code Section 403.19 on or before December 1, 2015; thus, the frozen base assessed valuation for **Willow Creek Plat 1, Lot 1 Parcel** shall be as of January 1, 2014.

Section 3. 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 anywhere 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 **Willow Creek Plat 1, Lot 1 Parcel** of the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the **Willow Creek Plat 1, Lot 1 Parcel** of the Urban Renewal Area exceeds the total assessed value of the taxable property in the **Willow Creek Plat 1, Lot 1 Parcel** 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 **Willow Creek Plat 1, Lot 1 Parcel** 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.

Section 5. 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 **Willow Creek Plat 1, Lot**

1 Parcel 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.

Section 6. 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 **Willow Creek Plat 1, Lot 1 Parcel** 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 **Willow Creek Plat 1, Lot 1 Parcel** of the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

Read First Time: _____, 2015

Read Second Time: _____, 2015

Read Third Time: _____, 2015

PASSED AND APPROVED: _____, 2015.

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 _____, 2015, signed by the Mayor on _____, 2015, and published in the Des Moines Register on _____, 2015.

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

(SEAL)

01101361-1\11333-248

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: **May 4, 2015**

ITEM: Aspire, South side of Stagecoach Drive approximately 680 feet west of South 68th Street/Galleria Drive – Vacate a portion of public street right-of-way associated with the driveway turnouts constructed along the south side of Stagecoach Drive (VAC-002590-2015)

ORDINANCE: Approval of First Reading

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Aspire Residential, LLC, is requesting approval of the vacation of a portion of the Stagecoach Drive right-of-way associated with the driveway turnouts constructed along the south side of the street. The right-of-way in question is excess right-of-way that was reserved for the future installation of traffic signals at the existing driveway locations to the Aspire property. The vacation will allow the applicant additional property at the driveways allowing the proposed townhomes to fit better on the property. The right-of-way in question was included with the design of the driveways on Stagecoach Drive to allow for future stop light installation at the intersections. The Engineering Services department has reviewed the applicant's request and is in agreement that a portion can be vacated as there will still be adequate room for stop light installation in the future if such is needed.

Also, to be considered at this meeting is a request for site plan approval to permit the construction of 222 townhomes on the Aspire property.

Plan and Zoning Commission Action:
Vote: 7-0 Approval
Date: April 27, 2015
Motion: Adopt a resolution recommending the City Council approve the Vacation Request.

OUTSTANDING ISSUES: There are not outstanding issues. The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee – *Development and Planning, February 12, 2015*
- Staff Review and Comment
- Comprehensive Plan Consistency
- Staff Recommendation and Conditions of Approval
- Noticing Information
- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve a Vacation Request for a portion of public street right-of-way associated with the driveway turnouts constructed along the south side of Stagecoach Drive, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz, AICP

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	Des Moines Register	
Date(s) Published	April 17, 2015	
Letter sent to surrounding property owners		April 14, 2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Dev/Planning		
Date Reviewed	February 12, 2015		
Recommendation	Yes X	No ☐	Split ☐

ATTACHMENTS:

Exhibit I - Plan and Zoning Commission Communication
- Attachment A - Plan and Zoning Commission Resolution
  - Exhibit A - Conditions of Approval
- Attachment B - Location Map
- Attachment C - Vacation Plat of Survey

Exhibit II - Proposed Ordinance

EXHIBIT I

CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION

Meeting Date: April 27, 2015

Item: Aspire, South side of Stagecoach Drive approximately 680 feet west of South 68th Street/Galleria Drive –Vacate a portion of public street right-of-way associated with the driveway turnouts constructed along the south side of Stagecoach Drive VAC-002590-2015

Requested Action: Approval of a Vacation Request

Case Advisor: Brian Portz, AICP BP

Applicant's Request: The applicant, Aspire Residential, LLC, is requesting approval of the vacation of a portion of the Stagecoach Drive right-of-way associated with the driveway turnouts constructed along the south side of street. The right-of-way in question is excess right-of-way that was reserved for the future installation of traffic signals at the existing driveway locations to the Aspire property. The vacation will allow the applicant additional property at the driveways allowing the proposed townhomes to fit better on the property. The right-of-way in question was included with the design of the driveways on Stagecoach Drive to allow for future stop light installation at the intersections. The Engineering Services department has reviewed the applicant's request and is in agreement that a portion can be vacated as there will still be adequate room for stop light installation in the future if such is needed.

Also, to be considered at this meeting is a request for site plan approval to permit the construction of 222 townhomes on the Aspire property.

History: The Aspire property is undeveloped. In 2013, a Comprehensive Plan Amendment was approved for this property which changed the land use north of the power line which crosses this property to a Medium Density Residential (MD) land use. This portion of the property was consistency zoned to the Comprehensive Plan Land Use designated establishing RM-12 zoning. In September 2014, a Rezoning Request to establish a Planned Unit Development (PUD) for the subject property was approved. On April 20, 2015, the City Council approved a preliminary plat for the property to subdivide the property into 26 lots and 1 street lot.

City Council Subcommittee: The Aspire project (including this right-of-way vacation request) was presented to Development and Planning Subcommittee for information at its February 12, 2015 meeting. There was no discussion.

Staff Review and Comment: There are no outstanding issues. The City Engineering Services Department reviewed this request and determined the amount of right-of-way that could be vacated and still provide enough room for future traffic signals at each driveway. Engineering Services approves of the amount of right-of-way proposed for vacation.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with all of the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Staff Recommendations and Conditions of Approval: Based upon the preceding review and a finding of consistency with the Comprehensive Plan, staff recommends that the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Vacation request for a portion of public street right-of-way associated with the driveway turnouts constructed along the south side of Stagecoach Drive, subject to the applicant meeting all City Code requirements.

Noticing Information: On April 17, 2015, notice for the April 27, 2015 Plan and Zoning Commission and May 4, 2015 City Council Public Hearings on this project was published in the Des Moines Register Community Section.

Notice of these public hearings was also mailed to those property owners immediately adjacent to the proposed right-of-way vacation on April 14, 2015.

Owner/Applicant:

Aspire Residential, LLC
12035 University Avenue, Suite 101
Clive, IA 50325
David Hansen
dave@signatureres.com

Applicant's Representative:

Civil Design Advantage
3405 SE Crossroads Drive, Suite G
Grimes, IA 50111
Josh Trygstad

Attachments:

Attachment A - Plan and Zoning Commission Resolution
Exhibit A - Conditions of Approval
Attachment B - Location Map
Attachment C - Vacation Plat of Survey

RESOLUTION NO. PZC-15-023

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A RIGHT-OF-WAY VACATION REQUEST

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Aspire Residential, LLC, has requested approval for a Vacation Request (VAC-002590-2015) for that certain site located approximately 680 feet west of South 68th Street/Galleria Drive for the purpose of vacating a portion of public street right-of-way associated with the driveway turnouts constructed along the south side of Stagecoach Drive;

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

WHEREAS, on April 27, 2015 this Commission held a duly-noticed hearing to consider the application for Vacation Request (VAC-002590-2015);

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report, dated April 27, 2015, or as amended orally at the Plan and Zoning Commission hearing of April 27, 2015, are adopted.

SECTION 2. VACATION REQUEST (VAC-002590-2015) to vacate a portion of public street right-of-way associated with the driveway turnouts constructed along the south side of Stagecoach Drive is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated April 27, 2015, including conditions added at the Hearing. 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.

The legal description of the right-of-way to be vacated is as follows:

PARCEL 1: A PART OF LOT B, WELLS FARGO PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF OUTLOT 'Y', ROGERS FARM, AN OFFICIAL PLAT IN SAID CITY OF WEST DES MOINES; THENCE NORTH 83'45'43" EAST ALONG THE NORTHERLY LINE OF SAID OUTLOT 'Y', A DISTANCE OF 537.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 83'45'43" EAST, 48.71 FEET; THENCE SOUTH 52'09'35" EAST, 57.47 FEET; THENCE SOUTH 8'04'53" EAST, 11.95 FEET TO SAID NORTHERLY LINE; THENCE SOUTH 82'03'43" WEST ALONG SAID NORTHERLY LINE, 37.36 FEET; THENCE NORTH 51'14'11" WEST CONTINUING ALONG SAID NORTHERLY LINE, 75.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES (2,523 SQUARE FEET).

PARCEL 2: A PART OF LOT B, WELLS FARGO PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF OUTLOT 'Y', ROGERS FARM, AN OFFICIAL PLAT IN SAID CITY OF WEST DES MOINES; THENCE NORTH 83'45'43" EAST ALONG THE NORTHERLY LINE OF SAID OUTLOT 'Y', A DISTANCE OF 537.00 FEET; THENCE SOUTH 51'14'11" EAST CONTINUING ALONG SAID NORTHERLY LINE, 75.00 FEET; THENCE NORTH 82'03'43" EAST CONTINUING ALONG SAID

NORTHERLY LINE, 97.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 8'04'53" WEST, 10.59 FEET; THENCE NORTH 36'21'33" EAST, 57.12 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 925.00 FEET, WHOSE ARC LENGTH IS 35.27 FEET AND WHOSE CHORD BEARS NORTH 78'28'06" EAST, 35.27 FEET TO SAID NORTHERLY LINE; THENCE SOUTH 36'21'27" WEST CONTINUING ALONG SAID NORTHERLY LINE, 75.00 FEET; THENCE SOUTH 82'03'43" WEST CONTINUING ALONG SAID NORTHERLY LINE, 22.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,678 SQUARE FEET).

PARCEL 3: A PART OF LOT B, WELLS FARGO PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT Y, ROGERS FARM, AN OFFICIAL PLAT IN SAID CITY OF WEST DES MOINES; THENCE SOUTH 83'45'52" WEST ALONG THE NORTHERLY LINE OF SAID OUTLOT 'Y, A DISTANCE OF 152.55 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 925.00 FEET, WHOSE ARC LENGTH IS 22.56 FEET AND WHOSE CHORD BEARS SOUTH 21'14'59" WEST, 22.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 18'50'02" EAST CONTINUING ALONG SAID NORTHERLY LINE, 75.00 FEET; THENCE SOUTH 28'48'43" WEST CONTINUING ALONG SAID NORTHERLY LINE, 120.01 FEET; THENCE SOUTH 76'27'28" WEST CONTINUING ALONG SAID NORTHERLY LINE, 75.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 925.00 FEET, WHOSE ARC LENGTH IS 52.13 FEET AND WHOSE CHORD BEARS NORTH 34'03'37" EAST, 52.12 FEET; THENCE NORTH 74'56'26" EAST, 57.80 FEET; THENCE NORTH 28'06'34" EAST, 60.00 FEET; THENCE NORTH 18'09'25" WEST, 58.35 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 925.00 FEET, WHOSE ARC LENGTH IS 29.45 FEET AND WHOSE CHORD BEARS NORTH 22'51'38" EAST, 29.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.10 ACRES (4,508 SQUARE FEET).

PASSED AND ADOPTED on April 27, 2015.

Craig Erickson, Chairperson
Plan and Zoning Commission

ATTEST:

Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on April 27, 2015 by the following vote:

AYES: Andersen, Brown, Costa, Crowley, Erickson, Hatfield, Southworth
NAYS: -0-
ABSTENTIONS: -0-
ABSENT: -0-

ATTEST:

Recording Secretary

Exhibit A
Conditions of Approval

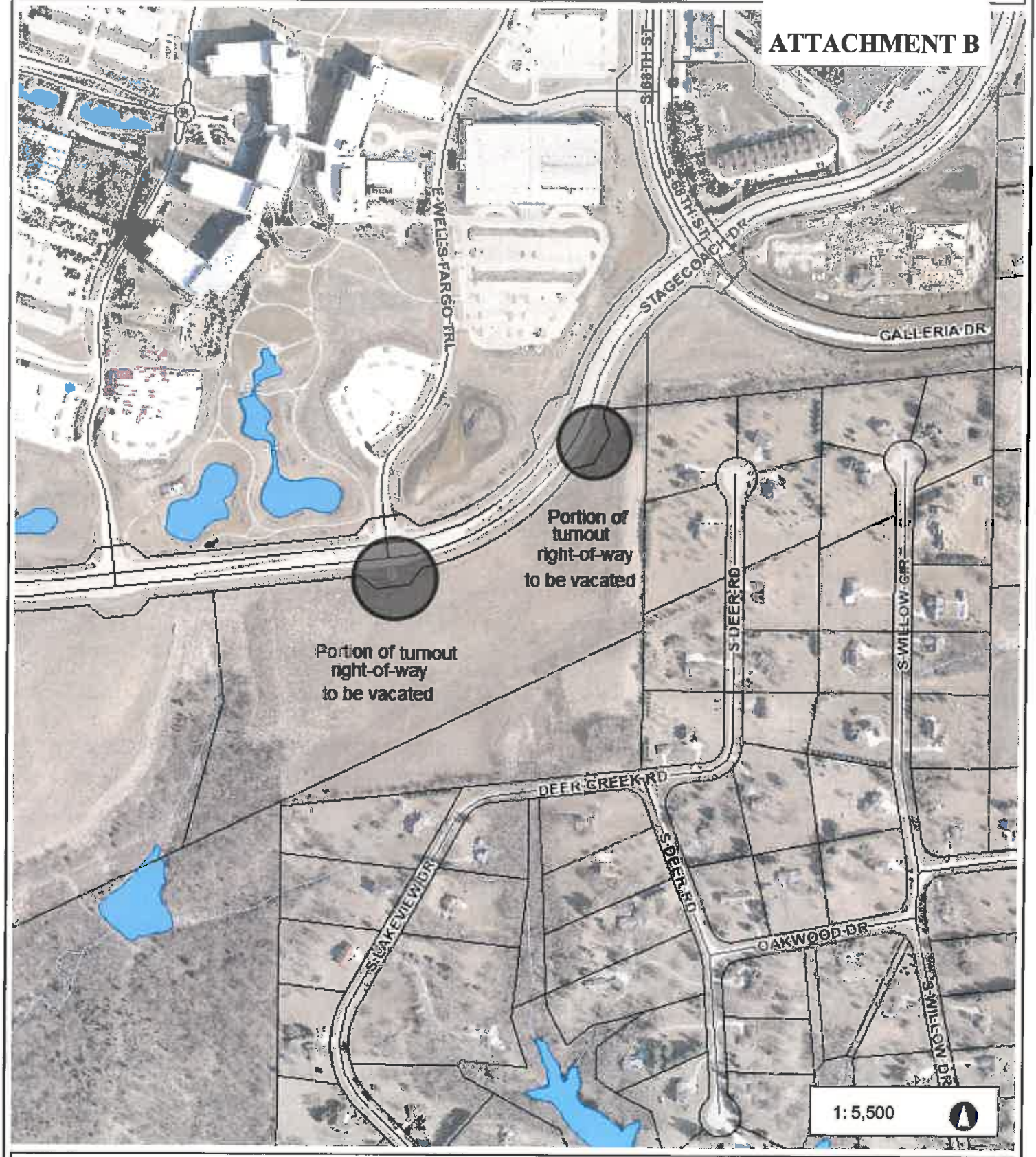
1. **No Conditions of Approval**

Exhibit A
Conditions of Approval

1. **No Conditions of Approval**

Stagecoach Drive Turnouts Vacation - Location Map

ATTACHMENT B



916.7 0 458.33 916.7 Feet

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet

© City of West Des Moines, Iowa

Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

ATTACHMENT C

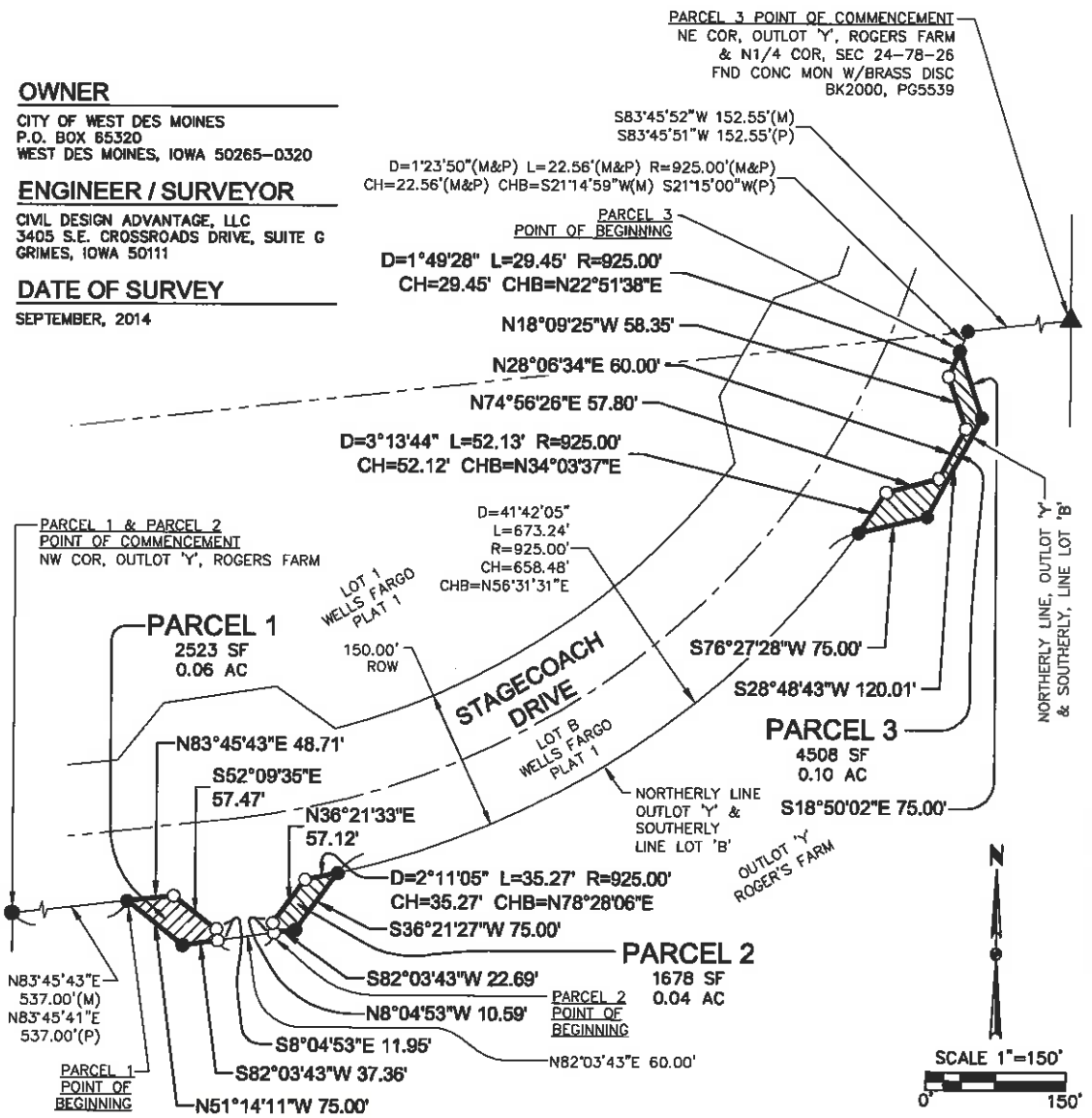
RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

PLAT OF SURVEY
STAGECOACH DRIVE RIGHT OF WAY VACATION

OWNER
CITY OF WEST DES MOINES
P.O. BOX 65320
WEST DES MOINES, IOWA 50265-0320

ENGINEER / SURVEYOR
CIVIL DESIGN ADVANTAGE, LLC
3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111

DATE OF SURVEY
SEPTEMBER, 2014



LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW CAP#7844 (UNLESS OTHERWISE NOTED)	●	
1/2" REBAR, YELLOW CAP#18660 (UNLESS OTHERWISE NOTED)		○
PLATTED BEARING & DISTANCE	P	
MEASURED BEARING & DISTANCE	M	
CENTERLINE		
SECTION LINE		
EASEMENT LINE		
PROPERTY BOUNDARY		

PROFESSIONAL LAND SURVEYOR
LOUIS M. KELEHAN
18660
IOWA
LICENSED

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

PRELIMINARY
NOT FOR CONSTRUCTION

LOUIS M. KELEHAN, P.L.S. DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEET 1 & 2

FILE: H:\2014\1401034\DWG\1401034-ROW-VACATION-PLAT.DWG
FILE DATE: 1/9/15 DATE PLOTTED: 1/9/2015 8:28 AM
PLOTTED BY: LOUIS KELEHAN

1/2
1401.034

STAGECOACH DRIVE
RIGHT OF WAY VACATION
PLAT OF SURVEY
WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

PLAT OF SURVEY
STAGECOACH DRIVE RIGHT OF WAY VACATION

PARCEL 1 LEGAL DESCRIPTION

A PART OF LOT B, WELLS FARGO PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF OUTLOT 'Y', ROGERS FARM, AN OFFICIAL PLAT IN SAID CITY OF WEST DES MOINES; THENCE NORTH 83°45'43" EAST ALONG THE NORTHERLY LINE OF SAID OUTLOT 'Y', A DISTANCE OF 537.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 83°45'43" EAST, 48.71 FEET; THENCE SOUTH 52°09'35" EAST, 57.47 FEET; THENCE SOUTH 8°04'53" EAST, 11.95 FEET TO SAID NORTHERLY LINE; THENCE SOUTH 82°03'43" WEST ALONG SAID NORTHERLY LINE, 37.36 FEET; THENCE NORTH 51°14'11" WEST CONTINUING ALONG SAID NORTHERLY LINE, 75.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES (2,523 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PARCEL 2 LEGAL DESCRIPTION

A PART OF LOT B, WELLS FARGO PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF OUTLOT 'Y', ROGERS FARM, AN OFFICIAL PLAT IN SAID CITY OF WEST DES MOINES; THENCE NORTH 83°45'43" EAST ALONG THE NORTHERLY LINE OF SAID OUTLOT 'Y', A DISTANCE OF 537.00 FEET; THENCE SOUTH 51°14'11" EAST CONTINUING ALONG SAID NORTHERLY LINE, 75.00 FEET; THENCE NORTH 82°03'43" EAST CONTINUING ALONG SAID NORTHERLY LINE, 97.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 8°04'53" WEST, 10.59 FEET; THENCE NORTH 36°21'33" EAST, 57.12 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 925.00 FEET, WHOSE ARC LENGTH IS 35.27 FEET AND WHOSE CHORD BEARS NORTH 78°28'06" EAST, 35.27 FEET TO SAID NORTHERLY LINE; THENCE SOUTH 36°21'27" WEST CONTINUING ALONG SAID NORTHERLY LINE, 75.00 FEET; THENCE SOUTH 82°03'43" WEST CONTINUING ALONG SAID NORTHERLY LINE, 22.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,678 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PARCEL 3 LEGAL DESCRIPTION

A PART OF LOT B, WELLS FARGO PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT 'Y', ROGERS FARM, AN OFFICIAL PLAT IN SAID CITY OF WEST DES MOINES; THENCE SOUTH 83°45'52" WEST ALONG THE NORTHERLY LINE OF SAID OUTLOT 'Y', A DISTANCE OF 152.55 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 925.00 FEET, WHOSE ARC LENGTH IS 22.56 FEET AND WHOSE CHORD BEARS SOUTH 21°14'59" WEST, 22.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 18°50'02" EAST CONTINUING ALONG SAID NORTHERLY LINE, 75.00 FEET; THENCE SOUTH 28°48'43" WEST CONTINUING ALONG SAID NORTHERLY LINE, 120.01 FEET; THENCE SOUTH 76°27'28" WEST CONTINUING ALONG SAID NORTHERLY LINE, 75.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 925.00 FEET, WHOSE ARC LENGTH IS 52.13 FEET AND WHOSE CHORD BEARS NORTH 34°03'37" EAST, 52.12 FEET; THENCE NORTH 74°56'26" EAST, 57.80 FEET; THENCE NORTH 28°06'34" EAST, 60.00 FEET; THENCE NORTH 18°09'25" WEST, 58.35 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 925.00 FEET, WHOSE ARC LENGTH IS 29.45 FEET AND WHOSE CHORD BEARS NORTH 22°51'38" EAST, 29.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.10 ACRES (4,508 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FILE: H:\2014\1401034\DWG\1401034-ROW-VACATION-PLAT.DWG
FILE DATE: 1/9/15 DATE PLOTTED: 1/9/2015 8:30 AM
PLOTTED BY: LOUIS KELEHAN

STAGECOACH DRIVE
RIGHT OF WAY VACATION
PLAT OF SURVEY
WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WEST DES MOINES, IOWA VACATING A PORTION OF CITY RIGHT-OF-WAY AT THE DRIVEWAY TURNOUTS ON THE SOUTH SIDE OF STAGECOACH DRIVE BETWEEN SOUTH JORDAN CREEK PARKWAY AND SOUTH 68TH STREET/GALLERIA DRIVE

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

SECTION 1. Pursuant to Title 7, Chapter 1, Section 10 of the West Des Moines City Code, "VACATION AND DISPOSAL," the following portion of the City right-of-way is hereby vacated:

That portion of Stagecoach Drive, West Des Moines, Iowa, legally described as follows:

PARCEL 1: A PART OF LOT B, WELLS FARGO PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF OUTLOT 'Y', ROGERS FARM, AN OFFICIAL PLAT IN SAID CITY OF WEST DES MOINES; THENCE NORTH 83'45'43" EAST ALONG THE NORTHERLY LINE OF SAID OUTLOT 'Y', A DISTANCE OF 537.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 83'45'43" EAST, 48.71 FEET; THENCE SOUTH 52'09'35" EAST, 57.47 FEET; THENCE SOUTH 8'04'53" EAST, 11.95 FEET TO SAID NORTHERLY LINE; THENCE SOUTH 82'03'43" WEST ALONG SAID NORTHERLY LINE, 37.36 FEET; THENCE NORTH 51'14'11" WEST CONTINUING ALONG SAID NORTHERLY LINE, 75.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES (2,523 SQUARE FEET).

PARCEL 2: A PART OF LOT B, WELLS FARGO PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF OUTLOT 'Y', ROGERS FARM, AN OFFICIAL PLAT IN SAID CITY OF WEST DES MOINES; THENCE NORTH 83'45'43" EAST ALONG THE NORTHERLY LINE OF SAID OUTLOT 'Y', A DISTANCE OF 537.00 FEET; THENCE SOUTH 51'14'11" EAST CONTINUING ALONG SAID NORTHERLY LINE, 75.00 FEET; THENCE NORTH 82'03'43" EAST CONTINUING ALONG SAID NORTHERLY LINE, 97.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 8'04'53" WEST, 10.59 FEET; THENCE NORTH 36'21'33" EAST, 57.12 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 925.00 FEET, WHOSE ARC LENGTH IS 35.27 FEET AND WHOSE CHORD BEARS NORTH 78'28'06" EAST, 35.27 FEET TO SAID NORTHERLY LINE; THENCE SOUTH

36'21'27" WEST CONTINUING ALONG SAID NORTHERLY LINE, 75.00 FEET; THENCE SOUTH 82'03'43" WEST CONTINUING ALONG SAID NORTHERLY LINE, 22.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,678 SQUARE FEET).

PARCEL 3: A PART OF LOT B, WELLS FARGO PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT Y, ROGERS FARM, AN OFFICIAL PLAT IN SAID CITY OF WEST DES MOINES; THENCE SOUTH 83'45'52" WEST ALONG THE NORTHERLY LINE OF SAID OUTLOT 'Y, A DISTANCE OF 152.55 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 925.00 FEET, WHOSE ARC LENGTH IS 22.56 FEET AND WHOSE CHORD BEARS SOUTH 21'14'59" WEST, 22.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 18'50'02" EAST CONTINUING ALONG SAID NORTHERLY LINE, 75.00 FEET; THENCE SOUTH 28'48'43" WEST CONTINUING ALONG SAID NORTHERLY LINE, 120.01 FEET; THENCE SOUTH 76'27'28" WEST CONTINUING ALONG SAID NORTHERLY LINE, 75.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 925.00 FEET, WHOSE ARC LENGTH IS 52.13 FEET AND WHOSE CHORD BEARS NORTH 34'03'37" EAST, 52.12 FEET; THENCE NORTH 74'56'26" EAST, 57.80 FEET; THENCE NORTH 28'06'34" EAST, 60.00 FEET; THENCE NORTH 18'09'25" WEST, 58.35 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 925.00 FEET, WHOSE ARC LENGTH IS 29.45 FEET AND WHOSE CHORD BEARS NORTH 22'51'38" EAST, 29.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.10 ACRES (4,508 SQUARE FEET).

SECTION 2. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part hereof not adjudged invalid, or unconstitutional.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED by this ____ day of _____, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

I certify that the foregoing was published as Ordinance No._____ on the _____ day of

_____, 2015.

_____
Ryan T. Jacobson, City Clerk

6(b)

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE: May 4, 2015**

- Public Hearing (5:35 p.m.)
Barnes Heights Sanitary Sewer Connection Fee District
Approval of First Reading

FINANCIAL IMPACT:

None at this time. The City would be required to construct the sanitary sewer improvements when ordered by the Council and would be reimbursed at the time the property was subdivided, or as part of a site plan approval process, or when building permits are issued, or when service is requested from the property owners. The total estimated cost of the improvements covered by this ordinance is $138,600. Specific details are included in the draft ordinance.

BACKGROUND:

The Barnes Heights Sanitary Sewer Connection Fee District includes eighteen single family residences within the Barnes Heights Plat 1 and Plat 2 subdivisions south of Ashworth Road and west of 60th Street. The improvements would consist of a low pressure sewer line constructed in existing street ROW and service connections extending to just short of the street ROW line. Sewer pumps and connecting services are not included in the projects scope.

This item was discussed at Public Works Committee meetings on April 9, 2012, June 4, 2012, December 3, 2012, December 17, 2012, September 2, 2014, November 10, 2014, December 8, 2014, January 5, 2015, and March 30, 2015. Public meetings were also conducted on November 15, 2012, August 26, 2014, and December 2, 2014.

The Public Hearing should be held and public comments received. Once the hearing is closed, Council should consider approving the first reading of an ordinance creating the Barnes Heights Sanitary Sewer Connection Fee District with amendments as they deem appropriate. If approved, the sanitary sewer improvements would be constructed after authorization by the Council. The City is not making any guarantees regarding when and if improvements would be available to any particular property. Fees apply only when and if the property is subdivided, is part of a site plan approval process, during a building permit process, or at the request of the property owner.

Written objections that have been received by the City at the time the staff report was written are attached. Staff recommends referring any objections to the ordinance to the Public Works Council Committee for further consideration and recommendations prior to the second reading of the ordinance.

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:
- Motion approving First Reading of Ordinance

Lead Staff Member: **Duane C. Wittstock, P.E., L.S., City Engineer** DCW

STAFF REVIEWS

Department Director	Duane C. Wittstock, P.E.,L.S., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney JBW
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	April 17 & 24, 2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	April 29, 2015		
Recommendation	Yes	No	Split

April 27, 2015

Jason M. Schlickbernd, P.E.
Principal Engineer
City of West Des Moines
4200 Mills Civic Parkway, Suite 2D
PO Box 65320
West Des Moines, IA 50265-0320

Mr. Schlickbernd,

My name is Dennis Deerr and when we purchased our home in November 1994 from D. Allen and Linda Blazicek, we were informed by them and the City, that an agreement had been made regarding sewer hookup for our home at 6225 Brookview Drive, then 6121 Sue Avenue.

Permission was asked by the City of West Des Moines to put the sewer line and manhole cover partially on our legal property. In return, it was promised that should we need to, we would be allowed to hook into that existing sewer line with no connection fee.

The Blaziceks are willing to testify to this fact, and we are consulting an attorney regarding this. This may mean you need to recalculate the amount you are charging others in the connection fee district, so we needed to make you aware of this prior to the public hearing.

You can contact me via email: deerrfamily@msn.com or our home phone at 515-225-6609.

Sincerely,

Dennis Deerr

Dennis Deerr
6225 Brookview Dr.
West Des Moines, IA 50266

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, 2014 BY AMENDING TITLE 7, PUBLIC WAYS AND PROPERTY, CHAPTER 8, ARTICLE C, SANITARY SEWER SERVICE CHARGES

WHEREAS, on the 2nd day of November, 1998, this City Council passed Ordinance No. 1337, an ordinance to amend the Municipal Code of the City of West Des Moines, by adding and enacting thereto a new section relating to the procedure to be utilized in establishing connection fees to recover the cost of constructing major sanitary sewer facilities; and

WHEREAS, upon due notice and hearing the City Council finds that the general health and welfare of the community will be benefitted by establishment of a sewer district consisting of an area located along the southerly side of Ashworth Road from 60th Street to 63rd Street and along both sides of 63rd Street to south of Brookview Drive and an area on Brookview Drive east of 63rd Street located within the corporate limits of the City of West Des Moines (the "Barnes Heights Sanitary Sewer Connection Fee District").

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA AS FOLLOWS:

SECTION 1. <u>SANITARY SEWER CONNECTION FEE DISTRICT</u>. Title 7, Public Ways and Property, Chapter 8, Article C, Sanitary Sewer Service Charges is amended by adding the following:

7-8C-14-7: <u>BARNES HEIGHTS SANITARY SEWER CONNECTION FEE DISTRICT</u>

The Barnes Heights Sanitary Sewer Connection Fee District shall consist of a tract of land located in Section 12, Township 78 North, Range 26 West of the 5th Principal Meridian, Dallas County, Iowa, more particularly described as follows:

> Beginning at the southwest corner of the intersection of 60th Street and Ashworth Road, thence westerly along the southerly right-of-way line of Ashworth Road to the northwest corner of Lot 1 Barnes Heights Plat 2, thence south along the west line of Barnes Heights Plat 2 to the southwest corner of Lot 4 Barnes Heights Plat 2, thence east along the south line of Barnes Heights Plat 2 to the southeast corner of Lot 9 Barnes Heights Plat 2, thence north along the east line of Barnes Heights Plat 2 to the northeast corner of Lot 8 Barnes Heights Plat 2, thence easterly along the southerly line of Barnes Heights Plat 1 to the west right-of-way line of 60th Street, thence north along the west right-of-way line of 60th Street to the Point of Beginning.

Connection fees are hereby established and shall be imposed upon owners of properties within the Barnes Heights Sanitary Sewer Connection Fee District, pursuant to Ordinance 1337 as amended by Ordinance 1895 at the time of application to connect their properties to said sewer facilities, as follows:

A. Fee Schedule: From the effective date hereof through June 30, 2016 the connection fee for properties served by the sewer facility shall be:

Connection Fee (Dollars per Residential Dwelling Unit)
$7,700

The Per Acre Connection Fee shall be adjusted annually as of July 1 of each year according to the annual adjustment in the ENR construction cost index as provided in 7-8C-14.

B. Exception: The above established connection fee schedule shall not apply to any properties within the Barnes Heights Sanitary Sewer Connection Fee District which do not use or derive benefit from any sewer facilities constructed for the Barnes Heights Sanitary Sewer Connection Fee District.

C. Payment: The determination that a property is to be connected to the sewer facilities shall occur, and the appropriate connection fee shall be paid, prior to the time of release of a final plat for recordation, or issuance of a building or plumbing permit, whichever occurs first.

D. Single-Family Residence: The connection fee shall be based on each single-family residential dwelling unit. The fee paid shall be applicable only to that single-family residential unit. Any division of an existing property that results in the creation of additional single-family lots or the construction of any additional single-family residences shall subject such additional lots or residences to the payment of the appropriate connection fee.

E. Effect of Schedule: The above established connection fee schedule shall remain in force and effect until such time that the City Council adopts an ordinance to adjust the connection fees to be imposed within subsequent years for the Barnes Heights Sanitary Sewer Connection Fee District. Nothing herein is intended to restrict the City Council from appropriate adjustment of the connection fee schedule to reflect future construction costs.

F. Sewers Constructed: The City shall be responsible to design and construct sewers within the Barnes Heights Sanitary Sewer Connection Fee District as graphically depicted on Exhibit B attached to Ordinance _____ and on file in the office of the City Clerk. Other sanitary sewers required to provide sewer service to the Barnes Heights Sanitary Sewer Connection Fee District shall not be the responsibility of the City to design and construct under the provisions of the Barnes Heights Sanitary Sewer Connection Fee District.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjusted invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clauses, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATION. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished as set forth in Section 1-4-1 of the City Code of the City of West Des Moines, Iowa.

SECTION 5. OTHER REMEDIES. In addition to the provisions set out in the Violation section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect on May 4, 2015, provided its passage, adoption and publication as required by law.

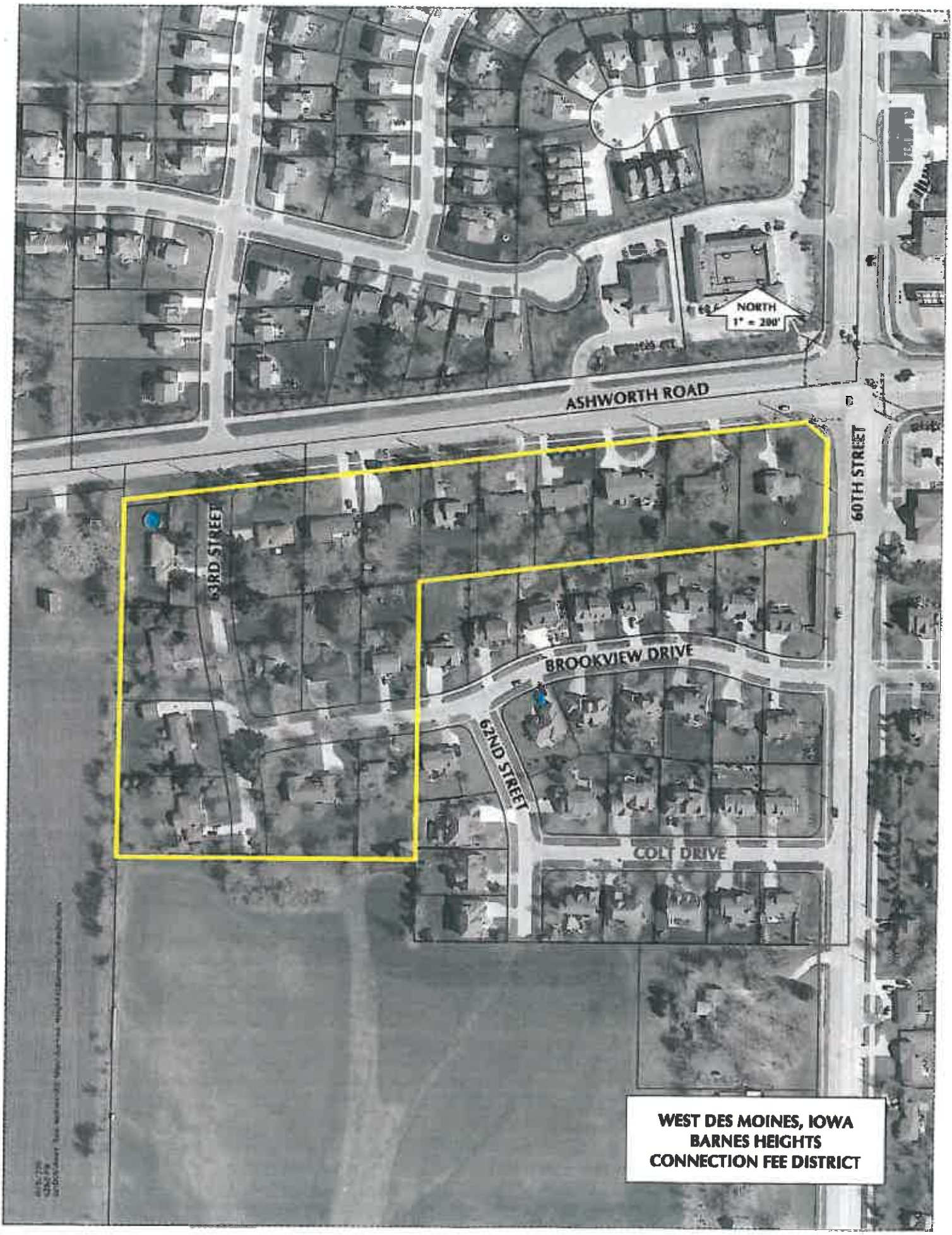
PASSED AND APPROVED this **4th** day of **May, 2015**.

_____
Steven K. Gaer
Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

Published in the Des Moines Register on _____.


NORTH
1" = 200'
ASHWORTH ROAD
60TH STREET
63RD STREET
BROOKVIEW DRIVE
62ND STREET
COLT DRIVE
WEST DES MOINES, IOWA
BARNES HEIGHTS
CONNECTION FEE DISTRICT

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Amendment No. 3 to Westown V Urban Renewal Area – Approval of Urban Renewal Plan Amendment - City-initiated **DATE:** May 4, 2015

RESOLUTION: Approval of Urban Renewal Plan Amendment

FINANCIAL IMPACT: The amendment to the Westown V Urban Renewal Plan adds an economic development grant of $1.2- $2 million for HyVee's 155,000 square foot addition to its existing headquarters building and conference center located on Westown Parkway. In addition, the Plan amendment would increase the amount of money allowed for other economic development grants from $400,000 to $3,000,000; and add public improvement projects, consisting of turn lanes, lane widenings, and island modifications, which would total approximately $2,500,000. The existing public improvements and development agreement already listed in the Plan equal $7,375,000, for a total of $14,875,000. These costs will be funded by incremental property tax revenues generated by properties within the Westown V Urban Renewal Area.

BACKGROUND: Staff has initiated the process to amend the Westown V Urban Renewal Area regarding economic development grants and to add additional public improvements to the Plan. The Iowa Economic Development Authority (IEDA) has approved $7.5 million in financial assistance for HyVee's office and conference center addition. A 5 year tax rebate on a sliding scale (first year = 75% refund; second year = 60% refund; third year = 45% refund; fourth year = 30% refund; fifth year = 15% refund) is the required local match. This is a typical match for this IEDA program, and equals more than the amount currently allowed for an economic development grant ($400,000) by the Westown V Urban Renewal Plan. Staff estimates that the tax rebate will total approximately $1.2- $2 million.

The Amendment also changes the maximum amount for future economic development grants from $400,000 to $3,000,000, based upon the fact that the last two development agreements the City has approved have been over $1,000,000 and have required that the Urban Renewal Plan be amended. Lastly, staff reviewed the area for any potential public improvement projects and suggests that projects pertaining to turn lanes, lane widenings, and island modifications be added to the Plan.

Per the Code of Iowa, the first step in the process to amend an Urban Renewal Plan is for the City Council to set a date for a consultation meeting with all affected taxing entities and to set a date for a City Council public hearing on the proposed Plan. On April 6, 2015, the City Council set the consultation meeting for April 15, 2015 and the City Council public hearing for May 4, 2015.

On April 15, 2015 after proper notification, staff held a consultation meeting with affected taxing entities as required by State Code. No representatives from taxing entities attended the meeting. (See Attachment I – Minutes from Consultation Hearing.) Each taxing entity had an additional seven days from the consultation meeting to send written recommendations for modification to the Urban Renewal Plan. As of April 22, 2015, the deadline for such recommendations, staff had received no such recommendations.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Staff recommends approval of the resolution adopting the proposed Amendment #3 to the Westown V Urban Renewal Plan.

Lead Staff Member: Naomi Hamlett, AICP, Planner

STAFF REVIEWS

Department Director	Clyde Evans, Community and Economic Development Department
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	April 17, 2015
Letter sent to surrounding property owners	

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

Attachment I - Minutes from Consultation Hearing
Amendment II - Resolution to Adopt Urban Renewal Plan Amendment
Exhibit I - Proposed Westown V Urban Renewal Plan Amendment #3

ATTACHMENT I

Consultation Meeting
Westown V Urban Renewal Plan – Amendment #3

April 15, 2015, 10:00am
West Des Moines Council Chambers
4200 Mills Civic Parkway

Present: Clyde Evans, Community and Economic Development Director
Naomi Hamlett, Planner
Ryan T. Jacobson, City Clerk
Tim Stiles, Finance Director

The meeting was called to order at 10:00am. Since no representatives from taxing entities were present, after 15 minutes the meeting was adjourned at 10:15.

Submitted by:

Naomi Hamlett

Naomi Hamlett, AICP
Planner

ATTACHMENT II

May 4, 2015

The City Council of the City of West Des Moines, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, at 5:35 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

_____

_____

Absent: _____

* * * * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 3 to the Westown V Urban Renewal Plan, the Mayor first asked for the report of the City Clerk, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the City Clerk, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that _____ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 3 to the Westown V Urban Renewal Plan and _____ were made. The public hearing was then closed.

{Attach summary of objections here}

Council Member _____ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 3 TO THE WESTOWN V URBAN RENEWAL PLAN" and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 3 TO THE WESTOWN V URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 09-11-02-08, adopted November 2, 2009, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Westown V Urban Renewal Plan (the "Plan") for the Westown V Urban Renewal Plan Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Polk County; and

WHEREAS, by Resolution No. 12-11-12-10, adopted November 12, 2012, this City Council approved and adopted an Amendment No. 1 to the Plan (no land was added); and

WHEREAS, by Resolution No. 14-09-22-12, adopted September 22, 2014, this City Council approved and adopted an Amendment No. 2 to the Plan (no land was added); and

WHEREAS, the Urban Renewal Area includes and consists of:

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, a proposed Amendment No. 3 to the Westown V Urban Renewal Plan ("Amendment No. 3" or "Amendment") for the Westown V Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 3 to the Urban Renewal Area adds no new land; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 3 to the Westown V Urban Renewal Plan; and

WHEREAS, by resolution adopted on April 6, 2015, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 3 to the Westown V Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 3 to the Westown V Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Clerk, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 3 to the Westown V Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Des Moines Register, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 3 to the Westown V Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 3 concerning the area of the City of West Des Moines, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Westown V Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 3 to the Westown V Urban Renewal Plan conform to the general plan for the development of the City as a whole; and

c) Acquisition of land by the City is not expected except for potential non-residential economic development projects. With reference to portions of the Area which may be acquired by the City and developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Westown V Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 3 to the Westown V Urban Renewal Plan of the City of West Des Moines, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 3 to the Westown V Urban Renewal Plan for the City of West Des Moines, State of Iowa"; Amendment No. 3 to the Westown V Urban Renewal Plan of the City of West Des Moines, State of Iowa, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 3 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the original Westown V Urban Renewal Plan, and the Plan as amended, shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 3 to the Westown V Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Polk County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 3, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 4th day of May, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

EXHIBIT I

AMENDMENT NO. 3

to

WESTOWN V
URBAN RENEWAL PLAN

City of West Des Moines, Iowa

Original Area Adopted – 2009
Amendment No. 1 – 2012
Amendment No. 2 – 2014
Amendment No. 3 - 2015

Final – May 4, 2015

TABLE OF CONTENTS

		PAGE
I.	Introduction	1
II.	Area Designation	1
III.	Base Value	1
IV.	Description of Area	1
V.	Plan Objectives	1
VI.	Types of Renewal Activities	2
VII.	Previous Urban Renewal Projects	2
VIII.	Proposed Urban Renewal Projects	3
IX.	Financial Data	5
X.	Property Acquisition/Disposition/Development Agreements	5
XI.	Land Uses and Development Plan	5
XII.	Urban Renewal Financing	6
XIII.	Relocation	7
XIV.	Urban Renewal Plan Amendments	7
XV.	Effective Period	7
XVI.	Repealer	7
XVII.	Severability Clause	7

Exhibits:

Exhibit A -	Legal Description of Plan Area	8
Exhibit B -	Map	9

AMENDMENT NO. 3
to
WESTOWN V
URBAN RENEWAL PLAN
CITY OF WEST DES MOINES, IOWA

I. INTRODUCTION

The **Westown V** Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the **Westown V** Urban Renewal Area ("Area" or "Urban Renewal Area"), originally adopted in 2009, was amended in 2012 (Amendment No. 1), in 2014 (Amendment No. 2) and is now being further amended by this Amendment No. 3 to Westown V Urban Renewal Plan ("Amendment No. 3" or "Amendment") to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area. No land is being added to the Area by this Amendment.

Except as modified by this Amendment, the provisions of the original **Westown V** Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

II. AREA DESIGNATION

The City continues to designate the Urban Renewal Area as an economic development area that is appropriate for the promotion of new commercial and/or industrial development.

III. BASE VALUE

No change is being made to the boundaries of the Original Area by this Amendment. The Area has a frozen base value that has already been established and that is not being changed by this Amendment.

IV. DESCRIPTION OF AREA

Even though no land is being added by this Amendment, for convenience the legal description of the Area is set out in Exhibit A. A map of the Area is set out in Exhibit B.

V. PLAN OBJECTIVES

The objectives of the Plan continue. Generally, the objectives of this Plan are land acquisition, development, construction, re-construction, and expansion of streets, existing or proposed, within the Urban Renewal Area, and any associated utilities and sewers,

bridges, railroad crossings, bike trails, traffic signals and signage, turn lanes, median improvements, etc. In addition, projects that increase the tax base and employment are encouraged.

VI. TYPES OF RENEWAL ACTIVITIES

The types of renewal activities previously described continue.

VII. PREVIOUS URBAN RENEWAL PROJECTS

The following Urban Renewal Projects were previously authorized prior and are completed or continuing. Such projects include:

A. Public Improvements:

Project	Estimated Project Date	Not to exceed	Rationale
Undergrounding of electrical power lines near 59th Place and 60th Street	completed in 2010	$450,000	Utility improvements to promote commercial development
Undergrounding of electrical utilities along or adjacent to public streets (e.g. 59th Street, 60th Street, Jordan Creek Parkway and the south side of University Avenue) within the Westown V Urban Renewal area	2014-2020	$3,000,000	Utility improvements to promote commercial development
Traffic signalization at intersections (e.g. 71st and University; Driveway midway between 68th and 60th and University; 71st and Westown; 68th and Westown; Lake and Westown; Methodist and Westown; Farm Bureau and Westown)	Once an engineering study concludes that signalization is warranted based on traffic volumes, crash data, and development activity	$2,000,000	Smooth traffic flow, which is managed in part through proper signalization is a major consideration in economic development decisions. As this area continues to develop, acceptable traffic service levels need to be maintained.

Northbound right turn lane at Jordan Creek and Westown	2017-2022	$500,000	Smooth traffic flow, which is managed in part through turn lanes, islands, and proper site distance is a major consideration in economic development decisions. As this area continues to develop, acceptable traffic service levels need to be maintained.
Eastbound right turn lane at 60th and University	Once an engineering study concludes that additional capacity is justified, based on delay	$500,000	
Lengthen existing northbound left turn lane at 60th and University	Once an engineering study concludes that additional storage is justified, based on queuing	$125,000	
Island modifications on north leg of 60th and Westown to improve left turn visibility	Once an engineering study concludes that modifications are warranted, based on crashes	$100,000	

Note: It may be that the above costs will be reduced by the application of state and/or federal grants or programs; cost-sharing agreements with other entities; or other available sources of funds.

B. Development Agreements:

1) Economic development incentives to attract a business to West Des Moines. Ryan Companies US, Inc. is constructing an approximately 50,000 square feet building for Merchant's Bonding which will house Merchant's Bonding's operations and employees. The incentives to Ryan Companies and/or the tenant will be in the form of incremental property tax rebates or other incentives necessary to stimulate development of this property. The costs of such Development Agreement to be funded by tax increment will range between $500,000-$700,000.

VIII. PROPOSED URBAN RENEWAL PROJECTS (Amendment No. 3)

Although certain project activities may occur over a period of years, in addition to the projects previously proposed in the **Westown V** Urban Renewal Plan, the Proposed Urban Renewal Projects under this Amendment include:

A. Public Improvements:

Project	Estimated Project Date	Not to exceed	Rationale
At 60th & Westown, add eastbound right-turn lane and widen Westown Parkway to provide for westbound dual left-turn lanes. Modify island on the east leg to lengthen the westbound left-turn storage. Add northbound right-turn lane.	Once an engineering study concludes that additional capacity is justified, based on delay.	$2,000,000	Smooth traffic flow, which is managed in part through turn lanes, islands, and proper site distance is a major consideration in economic development decisions. As this area continues to develop, acceptable traffic service levels need to be maintained.
At Lake Drive and Westown Parkway, a northbound left turn lane.	Once an engineering study concludes that additional capacity is justified, based on delay.	$500,000	

B. Development Agreements:

1) Economic development incentive for a business in West Des Moines. HyVee plans to construct an approximately $4.5 million addition to their existing conference center and a $13.8 million addition to their existing office space. These improvements are expected to create 102 new jobs, which qualify for financial assistance from the Iowa Economic Development Authority. In order to be eligible for these funds, the City is required to provide a local match. The local incentive to HyVee is expected to be in the form of an incremental property tax rebate. The costs of such a Development Agreement to be funded by tax increment will range between approximately $1.2 million - $2 million. Actual expense could change due to a variety of factors, including but not limited to changes in tax levies or rates, changes in tax laws, changes in assessed values, and other factors.

2) *Future Development Agreements*: The City expects to consider requests for other Development Agreements for projects that are consistent with this Plan, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such Development Agreements will not exceed $3,000,000.

IX. FINANCIAL DATA

1.	July 1, 2014 constitutional debt limit:	$305,500,079
2.	Outstanding general obligation debt as of May 7, 2015:	$125,540,601
3.	A specific amount of debt to be incurred for the Previous and Proposed Urban Renewal Projects ("Projects") has not yet been determined. This document is for planning purposes only. The Projects authorized in this Amendment are only proposed projects at this time. At no time will the City exceed its constitutional debt limit. The City Council will consider each Project proposal on a case-by-case basis to determine if it is consistent with the Plan and in the City's best interest to participate in the Project before approving a Project. These Projects will commence and be concluded over a number of years. It is further expected that such indebtedness, including interest on the same, will be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Proposed Urban Renewal Projects as described above will be approximately as stated in the next column:	$14,875,000 This total does not include financing costs related to debt issuance.

X. PROPERTY ACQUISITION/DISPOSITION/DEVELOPMENT AGREEMENTS

Notwithstanding prior plan provisions, the City will follow any and all applicable requirements for the acquisition and disposition of property upon terms and conditions in the discretion of the City Council.

Notwithstanding prior plan provisions, the City will enter into development agreements and other agreements with developers upon terms and conditions in the discretion of the City Council.

XI. LAND USES AND DEVELOPMENT PLAN

The Area is currently planned for the following land uses:

- Support Commercial
- Office

The Plan, as amended, is consistent with the existing West Des Moines Comprehensive Plan adopted on September 20, 2010. The West Des Moines Comprehensive Plan is the City's general plan for the development of the City as a whole. In addition, the proposed urban renewal projects as described in this Plan are consistent with the West Des Moines Comprehensive Plan. This Urban Renewal Plan does not change or in any way replace the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan, as amended.

XII. URBAN RENEWAL FINANCING

The City of West Des Moines intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City of West Des Moines has the statutory authority to use a variety of tools to finance physical improvements within the Areas. These include:

A. Tax Increment Financing

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements associated with redevelopment projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City.

B. General Obligation Bonds

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of West Des Moines. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers in connection with the commercial or industrial development. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Areas. Alternatively, the City may determine to use available funds for making such loans or grants. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter

427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

XIII. RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

XIV. URBAN RENEWAL PLAN AMENDMENTS

The **Westown V** Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding urban renewal projects, or to modify goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable state law.

XV. EFFECTIVE PERIOD

This Urban Renewal Plan Amendment No. 3 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The time period for the division of previously adopted of not-to-exceed fifteen (15) years fiscal years of collection is unchanged.

XVI. REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

XVII. SEVERABILITY CLAUSE

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A

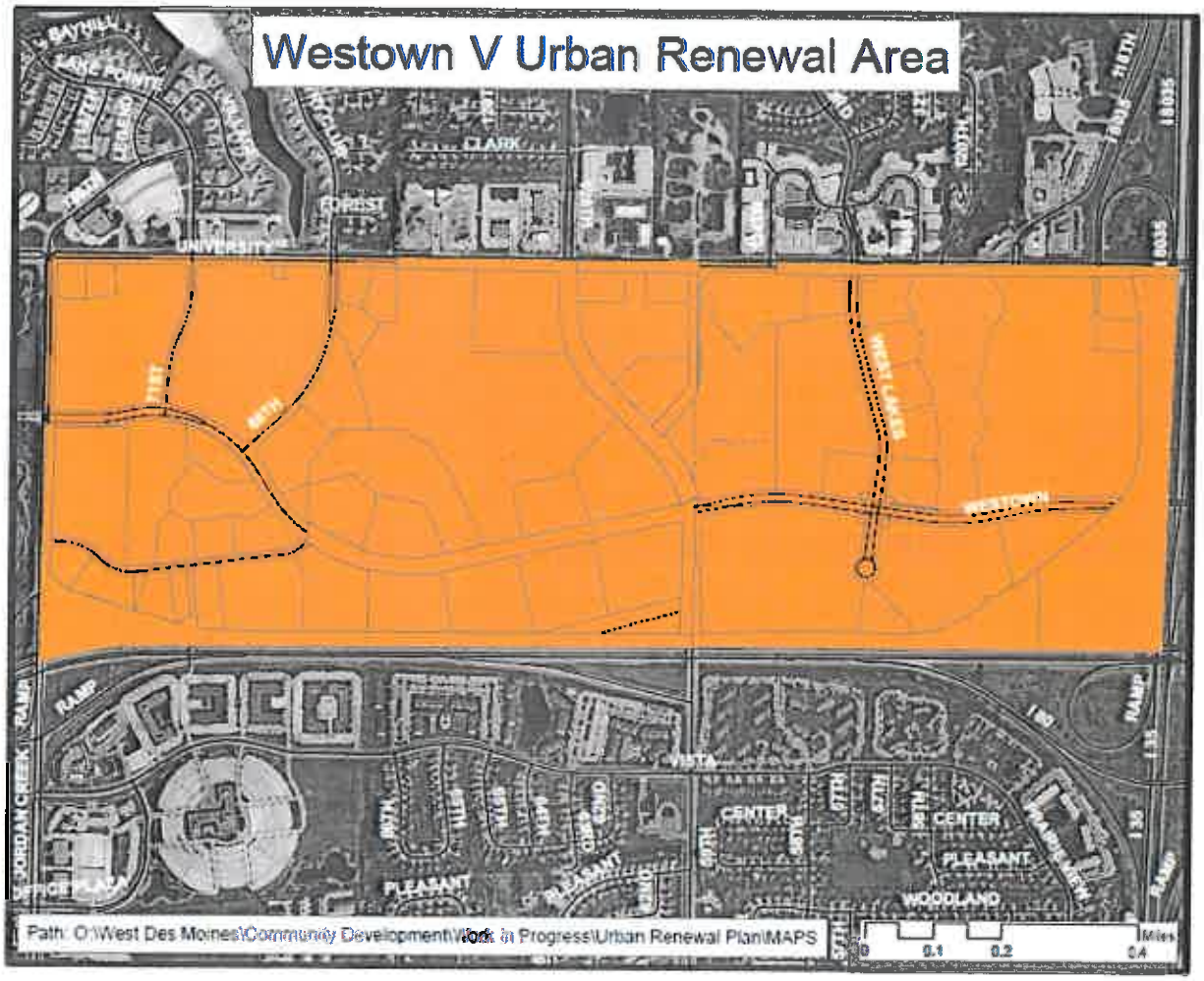
LEGAL DESCRIPTION

WESTOWN V URBAN RENEWAL PLAN AREA

The Project Area consists of the land area described as follows:

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.

EXHIBIT B


Westown V Urban Renewal Area
CLARK
FOREST
UNIVERSITY
WESTOWN
VISTA
CENTER
PLEASANT
WOODLAND
RAMP
Path: O:\West Des Moines\Community Development\Work in Progress\Urban Renewal Plan\MAPS
Miles
0
0.1
0.2
0.4

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: May 4, 2015

Public Hearing (5:35 p.m.)
Grand Avenue Street Improvements Project, Phase 6
South 35th Street to South 50th Street
IDOT No. STP-U-8260 (635) - 70-77

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost was estimated to be $6,648,352.25 for the base bid for the Grand Avenue Street Improvements Project, Phase 6. There were three (3) bids submitted with the low bid of $5,857,181.38 being submitted by Corell Contractors, Inc. & Subsidiaries. Payments will be made from budgeted account no. 4045.75.820.6.7930 with the ultimate funding intended to come from General Obligation Bonds. The City will receive reimbursements for part of the cost from the Iowa Department of Transportation (IDOT) through Federal funding.

BACKGROUND:

This project is the fifth in a series of six possible projects to reconstruct Grand Avenue from Railroad Avenue to I-35.

Work will begin in the near future and the contactor will have 110 working days to complete the project. Staff anticipates the work will be substantially completed by the end of the 2015 construction season with the exception of miscellaneous items such as seeding and erosion control.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Corell Contractors, Inc. subject to concurrence from the Iowa Department of Transportation.

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane C. Wittstock, P.E., L.S., City Engineer DCW
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	April 24, 2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	April 29, 2015		
Recommendation	Yes	No	Split

RESOLUTION

A RESOLUTION OF THE CITY OF WEST DES MOINES, IOWA, APPROVING Adopting Plans, Specifications, Form of Contract, and Estimate of Cost

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

Grand Avenue Street Improvements Project, Phase 6
South 35th Street to South 50th Street
Project No. 0510-018-2013

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law;

therefore,

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

PASSED AND APPROVED 4th day of **May, 2015.**

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING the Awarding of a Contract

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

Grand Avenue Street Improvements Project, Phase 6
South 35th Street to South 50th Street
Project No. 0510-018-2013

and,

WHEREAS, bids have been received by the Department of Transportation and placed on file by the City Council.

and,

WHEREAS, the bid of Corell Contractors, Inc. in the amount of $5,857,181.38 was the lowest responsible bid received for said public improvement,

therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the Grand Avenue Street Improvements Project, Phase 6, is hereby, subject to concurrence by the Iowa Department of Transportation, awarded to Corell Contractors, Inc. in the amount of $5,857,181.38 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

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

PASSED AND ADOPTED on this 4th day of May, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

IOWA DEPARTMENT OF TRANSPORTATION
VENDOR RANKING

Run Date: 04/24/15
Page: 109 1

Bid Order: 109
Letting Date: 150421 10:00 A.M.
Letting Status: AWARD RECOMMENDED to CORELL CONTRACTOR, INC
Contract Period: 110 WORK DAYS Late Start Date: 05/26/15

Contract ID: 77-8260-635

Primary County: POLK
Established DBE Goal: 3.00 %

Project: STP-U-8260(635)--70-77
Work Type: PCC PAVEMENT WIDENING / PCC RESURFACING
County: POLK Prj Awd Amt: $
Route: GRAND AVENUE
Location: IN THE CITY OF WEST DES MOINES: FROM SOUTH 50TH STREET TO SOUTH 35TH STREET

CORELL CONTRACTOR, INC. & SUBSIDIARY
GFE to DBE responsiveness: Bid Winner - Met the established DBE Goal

RANK	VENDOR NO./NAME		TOTAL BID	% OVER LOW BID
1	CO761	CORELL CONTRACTOR, INC. & SUBSIDIARY	$ 5,857,181.38	100.00 %
2	CO415	CONCRETE TECHNOLOGIES, INC.	$ 5,965,319.30	101.84 %
3	MA225	MANATT'S, INC.	$ 6,749,200.54	115.22 %

Confidential - destroy if contract is not awarded

IOWA DEPARTMENT OF TRANSPORTATION

TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Run Date: 04/24/15
Page: 109 2

Bid Order: 109
Letting Date: 04/21/15 10:00 A.M.

Contract ID: 77-8260-635

Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		(1) CO761 CORELL CONTRACTOR, INC UNIT PRICE	AMOUNT	(2) CO415 CONCRETE TECHNOLOGIES, INC. UNIT PRICE	AMOUNT	(3) MA225 MANATT'S, INC. UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY ITEMS								
0010 2101-0850001 CLEARING AND GRUBBING	17.200	ACRE	8300.00000	142760.00	6550.00000	112660.00	6150.00000	105780.00
0020 2102-2625001 EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	48960.000	CY	13.70000	670752.00	16.50000	807840.00	17.05000	834768.00
0030 2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORRO	43425.000	CY	5.10000	221467.50	6.30000	273577.50	6.60000	286605.00
0040 2102-4560000 LOCATING TILE LINES	15.000	STA	205.00000	3075.00	151.50000	2272.50	157.50000	2362.50
0050 2105-8425005 TOPSOIL, FURNISH AND SPREAD	14500.000	CY	20.00000	290000.00	22.25000	322625.00	23.00000	333500.00
0060 2107-0875000 COMPACTION WITH MOISTURE AND DENSITY CONTROL	59300.000	CY	1.75000	103775.00	1.25000	74125.00	1.25000	74125.00
0070 2109-8225100 SPECIAL COMPACTION OF SUBGRADE	74.750	STA	995.00000	74376.25	758.00000	56660.50	790.00000	59052.50
0080 2123-7450020 SHOULDER FINISHING, EARTH	77.500	STA	350.00000	27125.00	151.50000	11741.25	157.50000	12206.25
0090 2210-0475105 CHOKE STONE BASE	200.000	TON	30.00000	6000.00	30.30000	6060.00	31.50000	6300.00
0100 2301-1033060 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 6 IN.	1900.000	SY	56.56000	107464.00	56.00000	106400.00	135.00000	256500.00
0110 2301-1033090 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	24050.000	SY	55.55000	1335977.50	55.00000	1322750.00	70.25000	1689512.50
0120 2301-6911722 PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES		LUMP	2500.00000	2500.00	2500.00000	2500.00	2500.00000	2500.00
0130 2301-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	23360.000	EACH	1.00000	23360.00	1.00000	23360.00	1.00000	23360.00
0140 2312-8260051 GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	500.000	TON	25.00000	12500.00	25.25000	12625.00	26.25000	13125.00

Confidential - destroy if contract is not awarded

IOWA DEPARTMENT OF TRANSPORTATION

TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Run Date: 04/24/15
Page: 109 3

Bid Order: 109
Letting Date: 04/21/15 10:00 A.M.

Contract ID: 77-8260-635

Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		(1) CO761 CORELL CONTRACTOR, INC UNIT PRICE	AMOUNT	(2) CO415 CONCRETE TECHNOLOGIES, INC. UNIT PRICE	AMOUNT	(3) MA225 MANATT'S, INC. UNIT PRICE	AMOUNT
0150 2316-0000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	19470.000	EACH	1.00000	19470.00	1.00000	19470.00	1.00000	19470.00
0160 2401-6745650 REMOVAL OF EXISTING STRUCTURES		LUMP	151000.00000	151000.00	252500.00000	252500.00	250000.00000	250000.00
0170 2402-2720000 EXCAVATION, CLASS 20	10110.000	CY	15.00000	151650.00	25.25000	255277.50	25.00000	252750.00
0180 2403-0100020 STRUCTURAL CONCRETE (RCB CULVERT)	789.200	CY	393.00000	310155.60	475.00000	374870.00	550.00000	434060.00
0190 2404-7775000 REINFORCING STEEL	124099.000	LB	1.45000	179943.55	1.00000	124099.00	1.00000	124099.00
0200 2416-0100030 APRONS, CONCRETE, 30 IN. DIA.	3.000	EACH	2100.00000	6300.00	2925.00000	8775.00	2900.00000	8700.00
0210 2416-0100036 APRONS, CONCRETE, 36 IN. DIA.	2.000	EACH	2750.00000	5500.00	3535.00000	7070.00	3500.00000	7000.00
0220 2416-0100042 APRONS, CONCRETE, 42 IN. DIA.	2.000	EACH	3300.00000	6600.00	4050.00000	8100.00	4000.00000	8000.00
0230 2435-0140148 MANHOLE, STORM SEWER, SW-401, 48 IN.	1.000	EACH	3275.00000	3275.00	5860.00000	5860.00	5800.00000	5800.00
0240 2435-0140300 MANHOLE, STORM SEWER, SW-403	2.000	EACH	8725.00000	17450.00	13635.00000	27270.00	13500.00000	27000.00
0250 2435-0140400 MANHOLE, STORM SEWER, SW-404	3.000	EACH	8500.00000	25500.00	15150.00000	45450.00	15000.00000	45000.00
0260 2435-0140410 MANHOLE, STORM SEWER, SW-404 MODIFIED	1.000	EACH	15500.00000	15500.00	24750.00000	24750.00	24500.00000	24500.00
0270 2435-0250100 INTAKE, SW-501	11.000	EACH	2100.00000	23100.00	3130.00000	34430.00	3100.00000	34100.00
0280 2435-0250300 INTAKE, SW-503	9.000	EACH	3900.00000	35100.00	4950.00000	44550.00	4900.00000	44100.00
0290 2435-0250310 INTAKE, SW-503 MODIFIED	1.000	EACH	4250.00000	4250.00	5860.00000	5860.00	5800.00000	5800.00
0300 2435-0250500 INTAKE, SW-505	8.000	EACH	3305.00000	26440.00	4550.00000	36400.00	4500.00000	36000.00
0310 2435-0250600 INTAKE, SW-506	3.000	EACH	5800.00000	17400.00	7075.00000	21225.00	7000.00000	21000.00
0320 2435-0250610 INTAKE, SW-506 MODIFIED	2.000	EACH	6125.00000	12250.00	7575.00000	15150.00	7500.00000	15000.00
0330 2435-0251224 INTAKE, SW-512, 24 IN.	5.000	EACH	1630.00000	8150.00	1925.00000	9625.00	1900.00000	9500.00

Confidential - destroy if contract is not awarded

IOWA DEPARTMENT OF TRANSPORTATION

TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Run Date: 04/24/15
Page: 109 4

Bid Order: 109
Letting Date: 04/21/15 10:00 A.M.

Contract ID: 77-8260-635

Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		(1) CO761 CORELL CONTRACTOR, INC UNIT PRICE	AMOUNT	(2) CO415 CONCRETE TECHNOLOGIES, INC. UNIT PRICE	AMOUNT	(3) MA225 MANATT'S, INC. UNIT PRICE	AMOUNT
0340 2435-0251300 INTAKE, SW-513	2.000	EACH	3665.00000	7330.00	4550.00000	9100.00	4500.00000	9000.00
0350 2435-0600020 MANHOLE ADJUSTMENT, MAJOR	14.000	EACH	2000.00000	28000.00	2225.00000	31150.00	2200.00000	30800.00
0360 2502-2308100 TRENCH DRAIN	12.000	LF	605.00000	7260.00	555.00000	6660.00	550.00000	6600.00
0370 2502-8212036 SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN DIA.	5485.000	LF	14.25000	78161.25	14.25000	78161.25	14.00000	76790.00
0380 2502-8215812 SUBDRAIN, TILE, 12 IN. DIA.	500.000	LF	25.00000	12500.00	40.50000	20250.00	40.00000	20000.00
0390 2502-8221303 SUBDRAIN OUTLET, DR-303	20.000	EACH	275.00000	5500.00	253.00000	5060.00	250.00000	5000.00
0400 2503-0114224 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	266.000	LF	70.00000	18620.00	93.00000	24738.00	92.00000	24472.00
0410 2503-0114230 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN.	134.000	LF	98.00000	13132.00	126.25000	16917.50	125.00000	16750.00
0420 2503-0114236 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 36 IN.	244.000	LF	105.00000	25620.00	136.50000	33306.00	135.00000	32940.00
0430 2503-0114242 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 42 IN.	114.000	LF	205.00000	23370.00	202.00000	23028.00	200.00000	22800.00
0440 2503-0114436 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 3000D (CLASS IV), 36 IN.	260.000	LF	125.00000	32500.00	176.25000	45825.00	175.00000	45500.00
0450 2503-0114615 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 3750D (CLASS V), 15 IN.	2120.000	LF	67.00000	142040.00	60.50000	128260.00	60.00000	127200.00
0460 2503-0114618 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 3750D (CLASS V), 18 IN.	815.000	LF	71.00000	57865.00	65.75000	53586.25	65.00000	52975.00

Confidential - destroy if contract is not awarded

IOWA DEPARTMENT OF TRANSPORTATION

TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Run Date: 04/24/15
Page: 109 5

Bid Order: 109
Letting Date: 04/21/15 10:00 A.M.

Contract ID: 77-8260-635

Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		(1) CO761 CORELL CONTRACTOR, INC UNIT PRICE	AMOUNT	(2) CO415 CONCRETE TECHNOLOGIES, INC. UNIT PRICE	AMOUNT	(3) MA225 MANATT'S, INC. UNIT PRICE	AMOUNT
0470 2503-0200036 REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	625.000	LF	30.00000	18750.00	25.25000	15781.25	25.00000	15625.00
0480 2507-3250005 ENGINEERING FABRIC	231.000	SY	3.00000	693.00	6.05000	1397.55	6.00000	1386.00
0490 2507-6800021 REVETMENT, CLASS B	1000.000	TON	55.00000	55000.00	50.50000	50500.00	50.00000	50000.00
0500 2507-6800042 REVETMENT, CLASS D	180.000	TON	55.00000	9900.00	50.50000	9090.00	50.00000	9000.00
0510 2507-6800061 REVETMENT, CLASS E	100.000	TON	55.00000	5500.00	50.50000	5050.00	50.00000	5000.00
0520 2510-6745850 REMOVAL OF PAVEMENT	11700.000	SY	6.50000	76050.00	8.25000	96525.00	8.40000	98280.00
0530 2510-6750600 REMOVAL OF INTAKES AND UTILITY ACCESSES	6.000	EACH	1000.00000	6000.00	1010.00000	6060.00	1000.00000	6000.00
0540 2511-0300000 REMOVAL OF RECREATIONAL TRAIL	111.600	SY	8.00000	892.80	8.05000	898.38	8.40000	937.44
0550 2511-0302600 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	3923.600	SY	49.70000	195002.92	48.50000	190294.60	52.00000	204027.20
0560 2511-7528101 DETECTABLE WARNINGS	139.800	SF	36.00000	5032.80	40.00000	5592.00	36.75000	5137.65
0570 2515-2475006 DRIVEWAY, P.C. CONCRETE, 6 IN.	950.000	SY	58.00000	55100.00	58.60000	55670.00	61.50000	58425.00
0580 2515-6745600 REMOVAL OF PAVED DRIVEWAY	1100.000	SY	7.00000	7700.00	8.05000	8855.00	8.50000	9350.00
0590 2518-6910000 SAFETY CLOSURE	7.000	EACH	105.00000	735.00	100.00000	700.00	105.00000	735.00
0600 2519-1001000 FENCE, CHAIN LINK, VINYL COATED	211.000	LF	56.00000	11816.00	54.50000	11499.50	66.75000	14084.25
0610 2519-3300600 FENCE, SAFETY	350.000	LF	5.25000	1837.50	4.05000	1417.50	5.25000	1837.50
0620 2525-0000100 TRAFFIC SIGNALIZATION		LUMP	6500.00000	6500.00	6060.00000	6060.00	6300.00000	6300.00
0630 2526-8285000 CONSTRUCTION SURVEY		LUMP	90000.00000	90000.00	33230.00000	33230.00	75000.00000	75000.00
0640 2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	97.850	STA	36.75000	3595.25	43.50000	4255.61	36.75000	3595.25
0650 2527-9263137 PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	24.000	EACH	78.75000	1890.00	101.00000	2424.00	78.75000	1890.00

Confidential - destroy if contract is not awarded

IOWA DEPARTMENT OF TRANSPORTATION

TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Run Date: 04/24/15
Page: 109 6

Bid Order: 109
Letting Date: 04/21/15 10:00 A.M.

Contract ID: 77-8260-635

Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		(1) CO761 CORELL CONTRACTOR, INC UNIT PRICE	AMOUNT	(2) CO415 CONCRETE TECHNOLOGIES, INC. UNIT PRICE	AMOUNT	(3) MA225 MANATT'S, INC. UNIT PRICE	AMOUNT
0660 2527-9263180 PAVEMENT MARKINGS REMOVED	3.660	STA	13.65000	49.96	101.00000	369.66	13.66000	50.00
0670 2527-9263190 SYMBOLS AND LEGENDS REMOVED	1.000	EACH	105.00000	105.00	101.00000	101.00	105.00000	105.00
0680 2528-8445110 TRAFFIC CONTROL		LUMP	7060.00000	7060.00	17350.00000	17350.00	7100.00000	7100.00
0690 2533-4980005 MOBILIZATION		LUMP	447500.00000	447500.00	200000.00000	200000.00	250000.00000	250000.00
0700 2599-9999005 ('EACH' ITEM) DR-122, TYPE C-2 CONNECTION	3.000	EACH	2625.00000	7875.00	1225.00000	3675.00	1200.00000	3600.00
0710 2599-9999005 ('EACH' ITEM) INTAKE PROTECTION DEVICE	47.000	EACH	61.50000	2890.50	60.50000	2843.50	150.00000	7050.00
0720 2599-9999005 ('EACH' ITEM) INTAKE, SW-502, 60 IN. MODIFIED	1.000	EACH	5500.00000	5500.00	13635.00000	13635.00	13500.00000	13500.00
0730 2599-9999005 ('EACH' ITEM) RELOCATION OF EXISTING FIRE HYDRANT	3.000	EACH	6400.00000	19200.00	4040.00000	12120.00	4000.00000	12000.00
0740 2599-9999005 ('EACH' ITEM) SUBDRAIN CLEANOUT	2.000	EACH	620.00000	1240.00	705.00000	1410.00	700.00000	1400.00
0750 2599-9999005 ('EACH' ITEM) WEIR STONE, 3.5' X 3.0' X 1.5'	12.000	EACH	500.00000	6000.00	101.00000	1212.00	685.00000	8220.00
0760 2599-9999010 ('LUMP SUM' ITEM) MAINTAIN POSTAL SERVICE		LUMP	4000.00000	4000.00	2830.00000	2830.00	2950.00000	2950.00
0770 2599-9999010 ('LUMP SUM' ITEM) RESIDENTIAL WASTE DISPOSAL AND RECYCLE		LUMP	18500.00000	18500.00	4500.00000	4500.00	15000.00000	15000.00
0780 2599-9999010 ('LUMP SUM' ITEM) SPRINKLER REMOVAL AND REPLACEMENT		LUMP	28500.00000	28500.00	25000.00000	25000.00	75000.00000	75000.00
0790 2599-9999020 ('TONS' ITEM) GRANULAR SUBGRADE STABILIZATION	1200.000	TON	30.00000	36000.00	30.50000	36600.00	31.50000	37800.00
0800 2601-2634150 MULCHING, WOOD CELLULOSE FIBER	24.000	ACRE	1700.00000	40800.00	1675.00000	40200.00	1050.00000	25200.00
0810 2601-2636043 SEEDING AND FERTILIZING (RURAL)	10.000	ACRE	758.00000	7580.00	750.00000	7500.00	850.00000	8500.00

Confidential - destroy if contract is not awarded

IOWA DEPARTMENT OF TRANSPORTATION

TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Run Date: 04/24/15
Page: 109 7

Bid Order: 109
Letting Date: 04/21/15 10:00 A.M.

Contract ID: 77-8260-635

Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		(1) CO761 CORELL CONTRACTOR, INC UNIT PRICE	AMOUNT	(2) CO415 CONCRETE TECHNOLOGIES, INC. UNIT PRICE	AMOUNT	(3) MA225 MANATT'S, INC. UNIT PRICE	AMOUNT
0820 2601-2636044 SEEDING AND FERTILIZING (URBAN)	6.000	ACRE	891.00000	5346.00	875.00000	5250.00	1000.00000	6000.00
0830 2601-2636045 SEEDING SPECIAL AREAS	0.500	ACRE	553.00000	276.50	545.00000	272.50	1575.00000	787.50
0840 2601-2639010 SODDING	350.000	SQ	46.15000	16152.50	45.50000	15925.00	43.00000	15050.00
0850 2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	12.000	ACRE	486.00000	5832.00	480.00000	5760.00	472.50000	5670.00
0860 2601-2643110 WATERING FOR SOD, SPECIAL DITCH CONTROL OR SLOPE PROTECTION	210.000	MGAL	60.00000	12600.00	60.00000	12600.00	60.00000	12600.00
0870 2601-2643300 MOBILIZATION FOR WATERING	5.000	EACH	350.00000	1750.00	350.00000	1750.00	350.00000	1750.00
0880 2601-2643411 TURF REINFORCEMENT MAT, TYPE 1	450.000	SQ	56.50000	25425.00	55.60000	25020.00	75.50000	33975.00
0890 2602-0000020 SILT FENCE	12000.000	LF	1.55000	18600.00	1.50000	18000.00	1.85000	22200.00
0900 2602-0000030 SILT FENCE FOR DITCH CHECKS	1000.000	LF	1.55000	1550.00	1.50000	1500.00	2.10000	2100.00
0910 2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	12000.000	LF	0.21000	2520.00	0.25000	3000.00	0.30000	3600.00
0920 2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	10000.000	LF	0.21000	2100.00	0.25000	2500.00	0.30000	3000.00
0930 2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	7700.000	LF	2.26000	17402.00	2.25000	17325.00	2.10000	16170.00
0940 2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	7700.000	LF	0.21000	1617.00	0.25000	1925.00	0.30000	2310.00
0950 2602-0010010 MOBILIZATIONS, EROSION CONTROL	10.000	EACH	500.00000	5000.00	500.00000	5000.00	500.00000	5000.00
0960 2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTRO	5.000	EACH	1000.00000	5000.00	1000.00000	5000.00	1000.00000	5000.00
SECTION TOTALS			$	5,798,031.38	$	5,927,444.30	$	6,711,700.54

SECTION 0002 WATERMAIN ITEMS

Confidential - destroy if contract is not awarded

IOWA DEPARTMENT OF TRANSPORTATION

TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Run Date: 04/24/15
Page: 109 8

Bid Order: 109
Letting Date: 04/21/15 10:00 A.M.

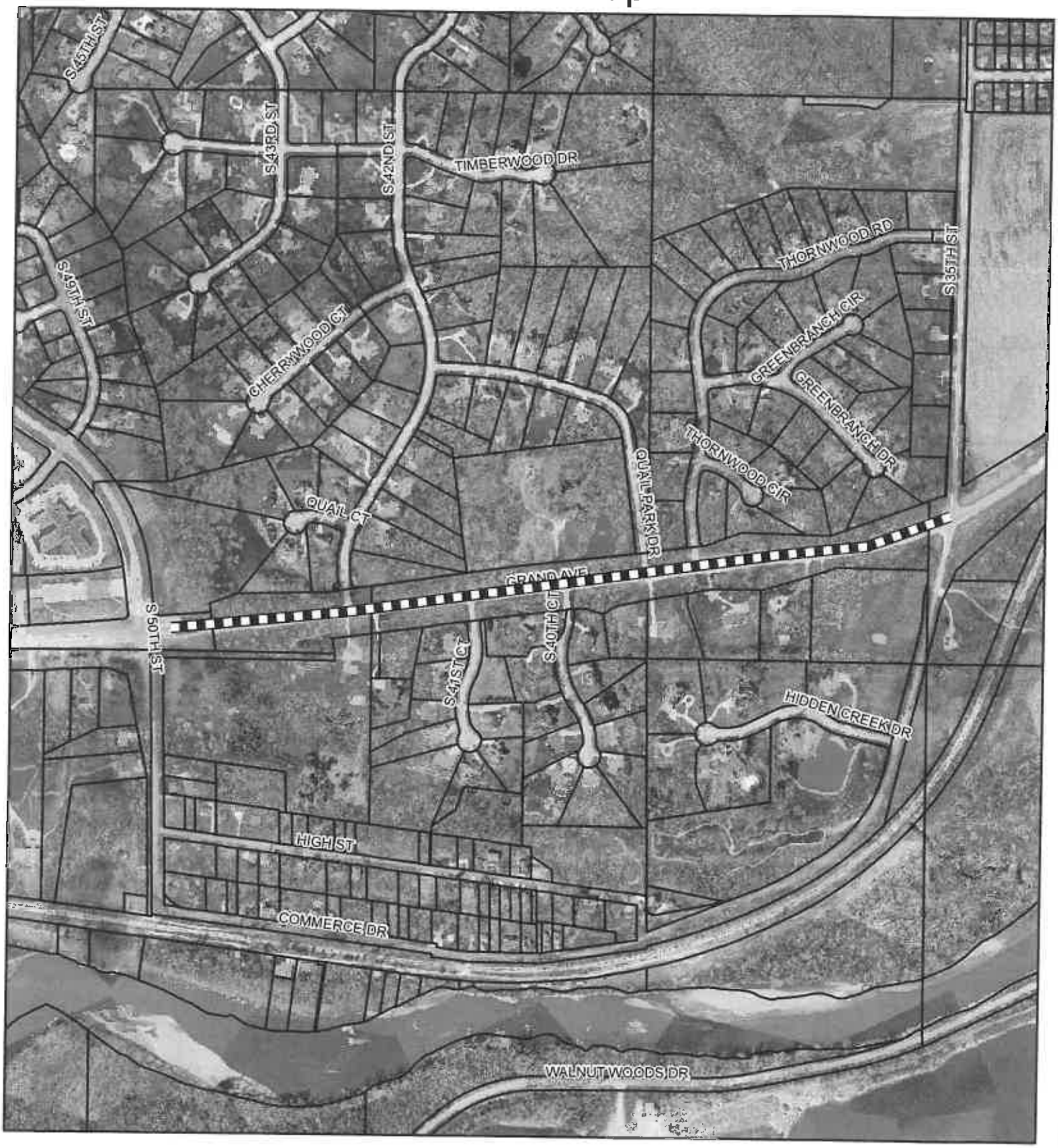
Contract ID: 77-8260-635

Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		(1) CO761 CORELL CONTRACTOR, INC UNIT PRICE	AMOUNT	(2) CO415 CONCRETE TECHNOLOGIES, INC. UNIT PRICE	AMOUNT	(3) MA225 MANATT'S, INC. UNIT PRICE	AMOUNT
0970 2554-0114008 WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	150.000	LF	97.00000	14550.00	50.50000	7575.00	50.00000	7500.00
0980 2554-0210201 FIRE HYDRANT ASSEMBLY, WM-201	3.000	EACH	11000.00000	33000.00	7575.00000	22725.00	7500.00000	22500.00
0990 2599-9999010 ('LUMP SUM' ITEM) WATER MAIN REPLACEMENT, AS PER PLAN		LUMP	11600.00000	11600.00	7575.00000	7575.00	7500.00000	7500.00
SECTION TOTALS			$	59,150.00	$	37,875.00	$	37,500.00
CONTRACT TOTALS			$	5,857,181.30	$	5,965,319.30	$	6,749,200.54

Confidential - destroy if contract is not awarded

Location Map



Grand Avenue Reconstruction Phase 6
0510-018-2013

N

To the best of our knowledge the information included in this document is correct. The City of West Des Moines makes no warranty as to the accuracy of the information.

Legend
Project Location

0 300 600 1,200
Feet

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE: May 4, 2015**

Public Hearing (5:35 p.m.)
Alluvion Blue Fiber Route

FINANCIAL IMPACT:

The Engineering Estimate of Construction Costs was estimated to be $1,512,183.00 for the Alluvion Red Fiber Route Project. There were five (5) bids submitted with the low bid of $697,026.75 being submitted by TD&I Cable Maintenance, Inc. for the improvements. Payments will be paid from budgeted account no. 4267.77.820.6.7910 with all costs being reimbursed by Microsoft.

BACKGROUND:

This Public Hearing is on the matter of adoption of Plans, Specifications, Form of Contract, and Estimate of Costs for the Alluvion Blue Fiber Route Project. The bid of Anderson Underground, Inc. did not include unit prices for bid item number 13 so it should not be considered responsive. This bid discrepancy did not affect the low bid for the project. Upon completion of the Public Hearing, a Resolution should be passed adopting the Plans and Specifications, Form of Contract, Estimate of Costs, and awarding the contract to TD&I Cable Maintenance, Inc.

This project is the second of three Alluvion related conduit projects. Work on this project will begin in the near future and be completed by August 31, 2015.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:
- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to TD&I Cable Maintenance, Inc.

Lead Staff Member: Duane C. Wittstock, P.E., L.S., City Engineer

STAFF REVIEWS

Department Director	Duane C. Wittstock, City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	April 24, 2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	April 29, 2015		
Recommendation	Yes	No	Split

P:\PWENGR\51014\074 2014 Alluvion Blue Fiber Route\Pinkies\Public Hearing5-4-15.doc

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, Adopting Plans, Specifications, Form of Contract, and Estimate of Costs

WHEREAS, on April 20, 2015, Plans Specifications, Form of Contract, and Estimate of Costs were filed with the City Clerk for the following described public improvement:

Alluvion Blue Fiber Route
Project No. 0510-074-2014

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Costs for said public improvements were published as required by law.

therefore;

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

PASSED AND ADOPTED this **4th** day of **May, 2015.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

RESOLUTION

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

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

Alluvion Blue Fiber Route
Project No. 0510-074-2014

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 TD&I Cable Maintenance, Inc. in the amount of $697,026.75 was the lowest responsible bid received for said public improvement,

therefore;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the Alluvion Blue Fiber Route Project is hereby awarded to TD&I Cable Maintenance, Inc. in the amount of $697,026.75 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

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

PASSED AND ADOPTED on this 4th day of May, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

P:\PWENGR\51014\074 2014 Alluvion Blue Fiber Route\Pinkies\Public Hearing5-4-15.doc

West Des Moines Fiber Interconnect
Bid Tabulation - Blue Route
West Des Moines, Iowa
April 29, 2015

			Engineer's Estimate			TD & I Cable Maintenance, Inc			Lan-Tel Communications		
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PRICE	QUANTITY	UNIT PRICE	PRICE	QUANTITY	UNIT PRICE	PRICE
1	Clearing and Grubbing	LS	1	$ 50,000.00	$ 50,000.00	1	$ 1,000.00	$ 1,000.00	1	$ 10,500.00	$ 10,500.00
2	Traffic Control	LS	1	$ 15,000.00	$ 15,000.00	1	$ 2,500.00	$ 2,500.00	1	$ 3,750.00	$ 3,750.00
3	Removal of Pavement	SY	50	$ 150.00	$ 7,500.00	50	$ 50.00	$ 2,500.00	50	$ 35.00	$ 1,750.00
4	Pavement Replacement, (In Kind)	SY	50	$ 250.00	$ 12,500.00	50	$ 50.00	$ 2,500.00	50	$ 40.00	$ 2,000.00
5	Pull Box (2.5 Ft. x 4 Ft. x 4 Ft.), Install Only	EA	49	$ 1,300.00	$ 63,700.00	49	$ 440.00	$ 21,560.00	49	$ 450.00	$ 22,050.00
6	Pull Box (2.5' x 4' x 4'), Furnish and Install	EA	2	$ 2,750.00	$ 5,500.00	2	$ 1,200.00	$ 2,400.00	2	$ 1,045.00	$ 2,090.00
7	Vault (4 Ft. x 6 Ft. x 7 Ft.), Install Only	EA	9	$ 2,500.00	$ 22,500.00	9	$ 1,600.00	$ 14,400.00	9	$ 1,550.00	$ 13,950.00
8	Vault, Modified (4 Ft. x 6 Ft. x 10 Ft.), Install Only	EA	1	$ 3,500.00	$ 3,500.00	1	$ 2,700.00	$ 2,700.00	1	$ 2,325.00	$ 2,325.00
9	Conduit, Schedule 80 HDPE, Trenched, 2 In.	LF	1704	$ 12.00	$ 20,448.00	1704	$ 3.00	$ 5,112.00	1704	$ 2.95	$ 5,026.80
10	Conduit, Schedule 80 HDPE, Trenched, 4 In.	LF	5825	$ 20.00	$ 116,500.00	5825	$ 8.00	$ 46,600.00	5825	$ 8.43	$ 49,104.75
11	Conduit, Schedule 80 HDPE, Directional Bore, 2 In.	LF	2884	$ 15.00	$ 43,260.00	2884	$ 3.00	$ 8,652.00	2884	$ 2.95	$ 8,507.80
12	Conduit, Schedule 80 HDPE, Directional Bore, 4 In.	LF	34101	$ 25.00	$ 852,525.00	34101	$ 12.75	$ 434,787.75	34101	$ 12.67	$ 432,059.67
13	Conduit, Railroad Auger Bore, HDPE, 4 In.	LF	70	$ 250.00	$ 17,500.00	70	$ 155.00	$ 10,850.00	70	$ 187.43	$ 13,120.10
14	Conduit, River Bore, HDPE, 4 In.	LF	792	$ 75.00	$ 59,400.00	792	$ 15.00	$ 11,880.00	792	$ 25.43	$ 20,140.56
15	Conduit, Buckeye Pipeline Bore, HDPE, 4 In.	LF	50	$ 75.00	$ 3,750.00	50	$ 13.00	$ 650.00	50	$ 127.43	$ 6,371.50
16	Silt Fence or Filter Sock	LF	16100	$ 2.00	$ 32,200.00	16100	$ 1.25	$ 20,125.00	16100	$ 2.00	$ 32,200.00
17	Maintenance of Silt Fence or Filter Sock	LF	16100	$ 1.50	$ 24,150.00	16100	$ 0.25	$ 4,025.00	16100	$ 0.75	$ 12,075.00
18	Removal of Silt Fence or Filter Sock	LF	16100	$ 1.50	$ 24,150.00	16100	$ 0.25	$ 4,025.00	16100	$ 0.50	$ 8,050.00
19	Hydraulic Seeding, Fertilizing and Mulching, Type I	ACRE	3	$ 3,000.00	$ 9,000.00	3	$ 2,500.00	$ 7,500.00	3	$ 2,150.00	$ 6,450.00
20	Erosion Control Mulching, Conventional	ACRE	3	$ 1,800.00	$ 5,400.00	3	$ 2,500.00	$ 7,500.00	3	$ 1,850.00	$ 5,550.00
21	Fiber Optic Line Marker	EA	61	$ 150.00	$ 9,150.00	61	$ 100.00	$ 6,100.00	61	$ 65.00	$ 3,965.00
22	Permit Requirements	LS	1	$ 15,000.00	$ 15,000.00	1	$ 8,500.00	$ 8,500.00	1	$ 5,500.00	$ 5,500.00
23	As-Built Documentation	LS	1	$ 25,000.00	$ 25,000.00	1	$ 8,500.00	$ 8,500.00	1	$ 14,000.00	$ 14,000.00
24	SWPPP Management	LS	1	$ 7,500.00	$ 7,500.00	1	$ 8,500.00	$ 8,500.00	1	$ 10,500.00	$ 10,500.00
25	Conduit and Tracer Wire Acceptance Testing	LS	1	$ 20,000.00	$ 20,000.00	1	$ 33,750.00	$ 33,750.00	1	$ 28,500.00	$ 28,500.00
26	Potholing of Installed Conduit	EA	50	$ 350.00	$ 17,500.00	50	$ 125.00	$ 6,250.00	50	$ 190.00	$ 9,500.00
27	Surfacing, Class A Crushed Stone	TON	150	$ 45.00	$ 6,750.00	150	$ 45.00	$ 6,750.00	150	$ 21.50	$ 3,225.00
28	McGard Man Lock Bolt System	EA	114	$ 200.00	$ 22,800.00	114	$ 65.00	$ 7,410.00	114	$ 125.23	$ 14,276.22
				Sub Total	$ 1,512,183.00		Sub Total	$ 697,026.75		Sub Total	$ 746,537.40

** This bid tab is an accurate tabulation of the bids received with the discrepancies as noted. **

LICENSED PROFESSIONAL ENGINEER
GARY L. REED
13840
IOWA

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.

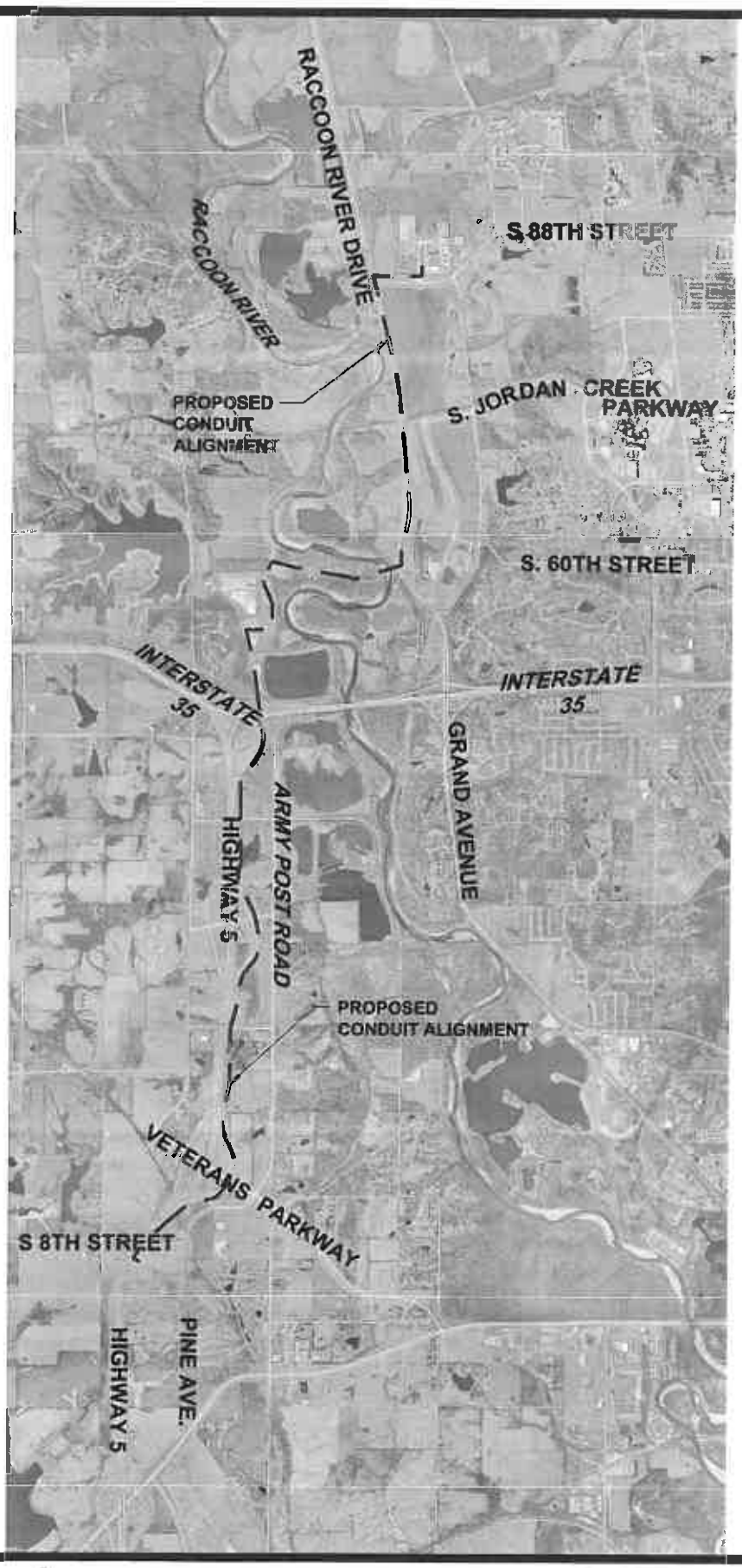
GARY L. REED, P.E. — DATE: 4-27-2015

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016
PAGES OR SHEETS COVERED BY THIS SEAL
BID TABULATION - BLUE ROUTE

			MP Nexlevel, LLC			Anderson Underground			Dig America		
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PRICE	QUANTITY	UNIT PRICE	PRICE	QUANTITY	UNIT PRICE	PRICE
1	Clearing and Grubbing	LS	1	$ 21,300.00	$ 21,300.00	1	$ 7,500.00	$ 7,500.00	1	$ 29,625.00	$ 29,625.00
2	Traffic Control	LS	1	$ 7,500.00	$ 7,500.00	1	$ 5,000.00	$ 5,000.00	1	$ 7,850.00	$ 7,850.00
3	Removal of Pavement	SY	50	$ 15.00	$ 750.00	50	$ 25.00	$ 1,250.00	50	$ 35.00	$ 1,750.00
4	Pavement Replacement, (In Kind)	SY	50	$ 75.00	$ 3,750.00	50	$ 50.00	$ 2,500.00	50	$ 90.00	$ 4,500.00
5	Pull Box (2.5 Ft. x 4 Ft. x 4 Ft.), Install Only	EA	49	$ 500.00	$ 24,500.00	49	$ 725.00	$ 35,525.00	49	$ 2,788.00	$ 136,612.00
6	Pull Box (2.5' x 4' x 4'), Furnish and Install	EA	2	$ 1,192.39	$ 2,384.78	2	$ 1,400.00	$ 2,800.00	2	$ 3,743.00	$ 7,486.00
7	Vault (4 Ft. x 6 Ft. x 7 Ft.), Install Only	EA	9	$ 3,000.00	$ 27,000.00	9	$ 6,250.00	$ 56,250.00	9	$ 7,195.00	$ 64,755.00
8	Vault, Modified (4 Ft. x 6 Ft. x 10 Ft.), Install Only	EA	1	$ 3,800.00	$ 3,800.00	1	$ 8,750.00	$ 8,750.00	1	$ 9,860.00	$ 9,860.00
9	Conduit, Schedule 80 HDPE, Trenched, 2 In.	LF	1704	$ 5.40	$ 9,201.60	1704	$ 6.00	$ 10,224.00	1704	$ 12.50	$ 21,300.00
10	Conduit, Schedule 80 HDPE, Trenched, 4 In.	LF	5825	$ 14.36	$ 83,647.00	5825	$ 16.10	$ 93,782.50	5825	$ 15.65	$ 91,161.25
11	Conduit, Schedule 80 HDPE, Directional Bore, 2 In.	LF	2884	$ 6.15	$ 17,736.60	2884	$ 6.00	$ 17,304.00	2884	$ 10.00	$ 28,840.00
12	Conduit, Schedule 80 HDPE, Directional Bore, 4 In.	LF	34101	$ 13.76	$ 469,229.76	34101	$ 16.10	$ 549,026.10	34101	$ 22.00	$ 750,222.00
13	Conduit, Railroad Auger Bore, HDPE, 4 In.	LF	70	$ 128.30	$ 8,981.00	70		$ -	70	$ 250.00	$ 17,500.00
14	Conduit, River Bore, HDPE, 4 In.	LF	792	$ 28.17	$ 22,310.64	792	$ 16.10	$ 12,751.20	792	$ 42.00	$ 33,264.00
15	Conduit, Buckeye Pipeline Bore, HDPE, 4 In.	LF	50	$ 50.39	$ 2,519.50	50	$ 27.85	$ 1,392.50	50	$ 53.00	$ 2,650.00
16	Silt Fence or Filter Sock	LF	16100	$ 2.50	$ 40,250.00	16100	$ 2.40	$ 38,640.00	16100	$ 2.96	$ 47,656.00
17	Maintenance of Silt Fence or Filter Sock	LF	16100	$ 0.10	$ 1,610.00	16100	$ 0.25	$ 4,025.00	16100	$ 1.96	$ 31,556.00
18	Removal of Silt Fence or Filter Sock	LF	16100	$ 0.30	$ 4,830.00	16100	$ 0.50	$ 8,050.00	16100	$ 1.00	$ 16,100.00
19	Hydraulic Seeding, Fertilizing and Mulching, Type I	ACRE	3	$ 8,515.00	$ 25,545.00	3	$ 3,750.00	$ 11,250.00	3	$ 10,890.00	$ 32,670.00
20	Erosion Control Mulching, Conventional	ACRE	3	$ 3,150.00	$ 9,450.00	3	$ 2,350.00	$ 7,050.00	3	$ 4,500.00	$ 13,500.00
21	Fiber Optic Line Marker	EA	61	$ 624.92	$ 38,120.12	61	$ 300.00	$ 18,300.00	61	$ 160.00	$ 9,760.00
22	Permit Requirements	LS	1	$ 5,750.00	$ 5,750.00	1	$ 1,500.00	$ 1,500.00	1	$ 15,233.00	$ 15,233.00
23	As-Built Documentation	LS	1	$ 14,000.00	$ 14,000.00	1	$ 10,000.00	$ 10,000.00	1	$ 17,435.00	$ 17,435.00
24	SWPPP Management	LS	1	$ 12,155.00	$ 12,155.00	1	$ 1,750.00	$ 1,750.00	1	$ 16,000.00	$ 16,000.00
25	Conduit and Tracer Wire Acceptance Testing	LS	1	$ 11,204.75	$ 11,204.75	1	$ 15,500.00	$ 15,500.00	1	$ 26,470.00	$ 26,470.00
26	Potholing of Installed Conduit	EA	50	$ 120.00	$ 6,000.00	50	$ 150.00	$ 7,500.00	50	$ 250.00	$ 12,500.00
27	Surfacing, Class A Crushed Stone	TON	150	$ 57.67	$ 8,650.50	150	$ 80.00	$ 12,000.00	150	$ 75.00	$ 11,250.00
28	McGard Mm Lock Bolt System	EA	114	$ 75.09	$ 8,560.26	114	$ 75.00	$ 8,550.00	114	$ 880.00	$ 100,320.00
				Sub Total	$ 890,736.51		Sub Total	$ 948,170.30		Sub Total	$ 1,557,825.25

Unit Price Extension Discrepancies:

Conduit, Railroad Auger Bore, HDPE, 4 In. Dia No Unit Price or Extended Price Given (Left Blan



N

SCALE

0' 2500' 5000' 10000'

1/1

1405.232

WEST DES MOINES
FIBER INTER-CONNECT
BLUE ROUTE

WEST DES MOINES, IOWA

CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400 FAX: (515) 369-4410

ENGINEER:

TECH:

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 4, 2015

ITEM:

- Public Hearing (5:35 p.m.)
  2015 PCC Reconstruction Program

FINANCIAL IMPACT:

The Engineering Estimate of construction cost was estimated to be $693,185.00 for the 2015 PCC Reconstruction Program. There were three (3) bids submitted with the low bid of $670,126.00 being submitted by Alliance Construction Group, LLC of Grimes, Iowa. Payments will be made from budgeted account no. 4284.75.820.6.7910.

BACKGROUND:

The 2015 PCC Reconstruction Program includes approximately 3,772 square yards of street pavement removal, 3,905 square yards of 6" reinforced P.C.C. pavement with integral curb, 4,492 square yards of subgrade preparation, 4,492 square yards of granular subbase, 908 square yards of driveway pavement, 382 linear feet of storm sewer, sewer and drainage structures, fixture adjustments, sidewalk pavement, miscellaneous grading, restoration, survey, traffic control, and other associated work. This project is scheduled to be completed by November 15, 2015.

RECOMMENDATION:

City Council Adopt:

- Resolution Adopting Plans, Specifications, Form of Contract, and Estimate of Costs;
- Motion receiving and filing Report of Bids;
- Resolution Awarding the Construction Contract to Alliance Construction Group, LLC.

Lead Staff Member: Jeff Nash, P.E. JLN

STAFF REVIEWS

Department Director	Bret Hodne, Public Works Director BJH
Appropriations/Finance	Tim Stiles, Finance Director TS
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	April 24, 2015
Dates(s) Published	Des Moines Register

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	April 13, 2015		
Recommendation	**Yes**	No	Split

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING Adopting Plans, Specifications, Form of Contract, and Estimate of Cost

WHEREAS, on April 20, 2015, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

2015 PCC Reconstruction Program
Project No. 0510-001-2015

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements was published as required by law;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvement are hereby approved.

PASSED AND ADOPTED this **4th** day of **May, 2015.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

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:

2015 PCC Reconstruction Program
Project No. 0510-001-2015

and,

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

and,

WHEREAS, the bid of Alliance Construction Group, LLC in the amount of $670,126.00 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 2015 PCC Reconstruction Program is hereby awarded to Alliance Construction Group, LLC in the amount of $670,126.00 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

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

PASSED AND ADOPTED this **4th** day of **May, 2015.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

BID TABULATION
2015 PCC Reconstruction Program
Project No. 0510-001-2015

West Des Moines

Description	Unit	Estimated Quantity	Engineer's Estimate Unit Price	Engineer's Estimate Extended Price	Bidder No. 1: Alliance Construction Group, LL 3000 SE Grimes Boulevard Suite 800 Grimes, IA 50111 Unit Price	Bidder No. 1 Extended Price	Bidder No. 2: Sternquist Construction, Inc. 1110 N. 14th Street Indianola, IA, Inc. 50125 Unit Price	Bidder No. 2 Extended Price	Bidder No. 3: Concrete Technologies, Inc. 1001 SE 37th Street Grimes, IA 50111 Unit Price	Bidder No. 3 Extended Price
1 GENERAL CONSTRUCTION										
101 Construction Staking	LS	1	$ 20,000.00	$ 20,000.00	$8,000.00	$8,000.00	$20,000.00	$20,000.00	$9,435.00	$9,435.00
2 EARTHWORK, ADJUSTMENTS AND REMOVALS										
201 Topsoil, Stripping, Salvaging and Spread	CY	1,272	$ 16.00	$ 20,352.00	$23.00	$29,256.00	$21.00	$26,712.00	$10.50	$13,356.00
202 Excavation, Class 10	CY	1,650	$ 20.00	$ 33,000.00	$35.00	$57,750.00	$17.00	$28,050.00	$14.40	$23,760.00
203 Subgrade Preparation, 12"	SY	4,492	$ 4.00	$ 17,968.00	$3.50	$15,722.00	$3.00	$13,476.00	$3.30	$14,823.60
204 Granular Subbase, Class A	SY	4,492	$ 12.50	$ 56,150.00	$9.50	$42,674.00	$10.00	$44,920.00	$12.10	$54,353.20
205 Pavement Removal/Disposal	SY	3,772	$ 10.00	$ 37,720.00	$7.50	$28,290.00	$8.50	$32,062.00	$11.40	$43,000.80
206 Sidewalk/Driveway Removal/Disposal	SY	803	$ 10.00	$ 8,030.00	$10.00	$8,030.00	$12.00	$9,636.00	$11.40	$9,154.20
207 Removals, Sewer Structures	LS	1	$ 5,000.00	$ 5,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$5,520.00	$5,520.00
208 Removals, Abandon Utility Structure	LS	1	$ 1,500.00	$ 1,500.00	$6,000.00	$6,000.00	$1,500.00	$1,500.00	$4,410.00	$4,410.00
209 Removals, Carriage Walks	EA	4	$ 250.00	$ 1,000.00	$150.00	$600.00	$200.00	$800.00	$720.00	$2,880.00
210 Removals, Abandon Utility Pipes & Lines (4" Dia. .	LF	250	$ 15.00	$ 3,750.00	$21.00	$5,250.00	$37.00	$9,250.00	$18.00	$4,500.00
211 Manhole Adjustment, Minor	EA	1	$ 1,500.00	$ 1,500.00	$1,400.00	$1,400.00	$1,500.00	$1,500.00	$1,080.00	$1,080.00
212 Intake Adjustment, Minor	EA	1	$ 1,100.00	$ 1,100.00	$700.00	$700.00	$1,500.00	$1,500.00	$840.00	$840.00
213 Adjust Valve Box to Grade, Minor	EA	5	$ 300.00	$ 1,500.00	$300.00	$1,500.00	$500.00	$2,500.00	$360.00	$1,800.00
214 Lower Private Water/Sewer Service Lines	EA	4	$ 2,000.00	$ 8,000.00	$2,600.00	$10,400.00	$10,000.00	$40,000.00	$2,040.00	$8,160.00
215 Clearing and Grubbing, Trees and Shrubs	LS	1	$ 2,500.00	$ 2,500.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00	$6,000.00	$6,000.00
216 Subgrade Fly Ash Treatment (Non-Specified Locatic	TON	125	$ 90.00	$ 11,250.00	$115.00	$14,375.00	$145.00	$18,125.00	$420.00	$52,500.00
217 Granular Backfill, Class A (Non-Specified Location:	TON	100	$ 40.00	$ 4,000.00	$35.00	$3,500.00	$37.00	$3,700.00	$31.20	$3,120.00
TRENCH BACKFILL										
310 Not Used										
4 SEWERS AND DRAINS										
401 Sewer, Storm, 10", Dia., Dble. Parallel DIP	LF	44	$ 135.00	$ 5,940.00	$195.00	$8,580.00	$245.00	$10,780.00	$260.00	$11,440.00
402 Sewer, Storm, 12", Dia., Dble. Parallel DIP	LF	267	$ 150.00	$ 40,050.00	$200.00	$53,400.00	$210.00	$56,070.00	$230.00	$61,410.00
403 Sewer, Storm, 12", Dia., Single DIP	LF	22	$ 100.00	$ 2,200.00	$140.00	$3,080.00	$180.00	$3,960.00	$190.00	$4,180.00
404 Sewer, Storm, 14", Dia., Single DIP	LF	49	$ 110.00	$ 5,390.00	$170.00	$8,330.00	$200.00	$9,800.00	$210.00	$10,290.00
405 Connection to Existing Storm Structure	EA	1	$ 1,500.00	$ 1,500.00	$2,100.00	$2,100.00	$2,500.00	$2,500.00	$2,220.00	$2,220.00
5 WATER MAINS AND APPURTENANCES										
501 Not Used										
6 STRUCTURES FOR SANITARY AND STORM										
601 Intake, Type M-D (Double Grate)	EA	3	$ 4,000.00	$ 12,000.00	$4,900.00	$14,700.00	$7,700.00	$23,100.00	$6,430.00	$19,290.00
602 Intake, Type M-C, Special (Single Grate W/ Flush T	EA	3	$ 6,500.00	$ 19,500.00	$5,500.00	$16,500.00	$8,200.00	$24,600.00	$9,000.00	$27,000.00
603 Intake, Type M-E, Special (Double Grate W/ Flush '	EA	3	$ 8,000.00	$ 24,000.00	$9,400.00	$28,200.00	$9,500.00	$28,500.00	$11,050.00	$33,150.00
7 STREETS AND RELATED WORK										
701 6" Reinforced PCC Pavement w/ 6" Integral Curb & Gutter	SY	3,905	$ 60.00	$ 234,300.00	$49.00	$191,345.00	$47.00	$183,535.00	$44.75	$174,748.75
702 6" PCC Driveway Pavement	SY	908	$ 50.00	$ 45,400.00	$48.00	$43,584.00	$57.00	$51,756.00	$61.00	$55,388.00
703 4" PCC Sidewalk	SY	25	$ 55.00	$ 1,375.00	$41.00	$1,025.00	$62.00	$1,550.00	$82.50	$2,062.50
704 6" PCC Sidewalk (Ramp)	SY	25	$ 40.00	$ 1,000.00	$63.00	$1,575.00	$62.00	$1,550.00	$85.00	$2,125.00
705 Pre-manufactured Detectable Warning Panels (2'x4')	EA	2	$ 45.00	$ 90.00	$350.00	$700.00	$450.00	$900.00	$1,200.00	$2,400.00
8 TRAFFIC CONTROL										
810 Traffic Control	LS	1	$ 20,000.00	$ 20,000.00	$6,500.00	$6,500.00	$10,000.00	$10,000.00	$60,000.95	$60,000.95
9 PAVEMENT MARKINGS										
901 Not Used										
10 SITEWORK AND LANDSCAPING										
1001 Sodding	SQ	344	$ 70.00	$ 24,080.00	$70.00	$24,080.00	$100.00	$34,400.00	$84.00	$28,896.00
1002 Temporary Irrigation	SQ	344	$ 35.00	$ 12,040.00	$45.00	$15,480.00	$70.00	$24,080.00	$54.00	$18,576.00
1003 Erosion Control and NPDES Stormwater Permit	LS	1	$ 10,000.00	$ 10,000.00	$13,000.00	$13,000.00	$20,000.00	$20,000.00	$15,160.00	$15,160.00
	TOTAL PROJECT COST			**$693,185.00**		**$670,126.00**	*	**$748,812.00**		**$787,030.00**

* Submitted bid on different sheet than the City proposal form.

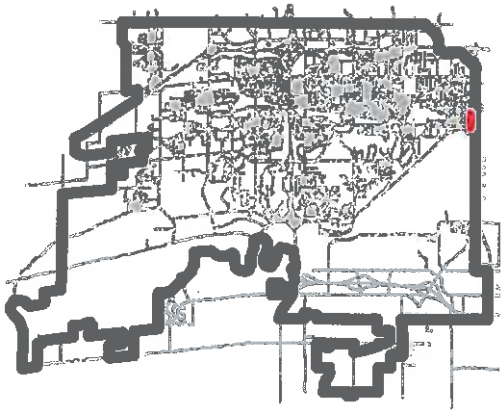
LICENSED PROFESSIONAL ENGINEER
Jeffrey L. Nash
11453
IOWA

I hereby certify that this is a true tabulation of bids received on April 29, 2015 by the City of West Des Moines, Iowa 50265, and that I am a duly licensed professional engineer under the laws of the state of Iowa.

Jeffrey L. Nash 4-29-15

Jeffrey L. Nash, P.E. Date
Iowa Reg. No. 11453
Registration Expires December 31, 2016
Pages covered by this Seal: All Sheets

VICINITY MAP



N

LEGEND

PROJECT LOCATION

THE CITY OF WEST DES MOINES

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
560 S. 16TH STREET (515)222-3475
WEST DES MOINES, IOWA 50265
FAX NO. (515)222-3478

PROJECT: **2015 RECONSTRUCTION PROGRAM**

Project No. 0510-001-2015

LOCATION: **2ND STREET - FROM RAILROAD AVE TO WALNUT ST**

DRAWN BY: MJA	DATE: 4/13/2015	SHT. 1 OF 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: **May 4, 2015**

ITEM:

- Public Hearing (5:35 p.m.)
2015 Sewer Rehabilitation Program

FINANCIAL IMPACT:

The Engineering estimate of construction cost was estimated to be $199,860.00 for the 2015 Sewer Rehabilitation Program. There were two (2) bids submitted with the low bid of $236,550.00 being submitted by Neuvirth Construction, Inc. (Blair, NE). Payment will be paid from budgeted account no. 5096.80.820.6.7910 with the ultimate funding intended to come from sewer revenue funds.

BACKGROUND:

This project is part of the ongoing program to rehabilitate existing portions of West Des Moines' sanitary sewer system. The project includes excavation and repair of eleven (11) sanitary sewer manholes and installation of two (2) new manholes at various locations throughout the City. The completion date for the project is September 4, 2015.

While the low bid exceeded the engineer's estimate, staff does not believe the City will receive any better prices if the project is re-bid. Conversations with contractors revealed that current workloads limited the number of bidders and increased the prices in the market.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Neuvirth Construction, Inc.

Lead Staff Member: **Duane C. Wittstock, P.E., L.S., City Engineer**

STAFF REVIEWS

Department Director	Duane C. Wittstock, P.E., L.S., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney JBW
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	April 24, 2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	April 29, 2015		
Recommendation	Yes	No	Split

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING Adopting Plans, Specifications, Form of Contract, and Estimate of Cost

WHEREAS, on April 20, 2015, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

2015 Sewer Rehabilitation Program
Project No. 0510-014-2015

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements was published as required by law;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvement are hereby approved.

PASSED AND ADOPTED this **4th** day of **May, 2015.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

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:

2015 Sewer Rehabilitation Program
Project No. 0510-014-2015

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 Neuvirth construction, Inc., in the amount of $236,550.00 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 2015 Sewer Rehabilitation Program, is hereby awarded to Neuvirth Construction, Inc., in the amount of $236,550.00 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

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

PASSED AND ADOPTED this **4th** day of **May, 2015.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

P:\PWENGR\51015\014 2015 Sewer Rehabilitation Program\Pinkies\Award Contract.doc

West Des Moines

BID TABULATION - Page 1 of 1
2015 SEWER REHABILITATION PROGRAM
Project No. 0510-014-2015

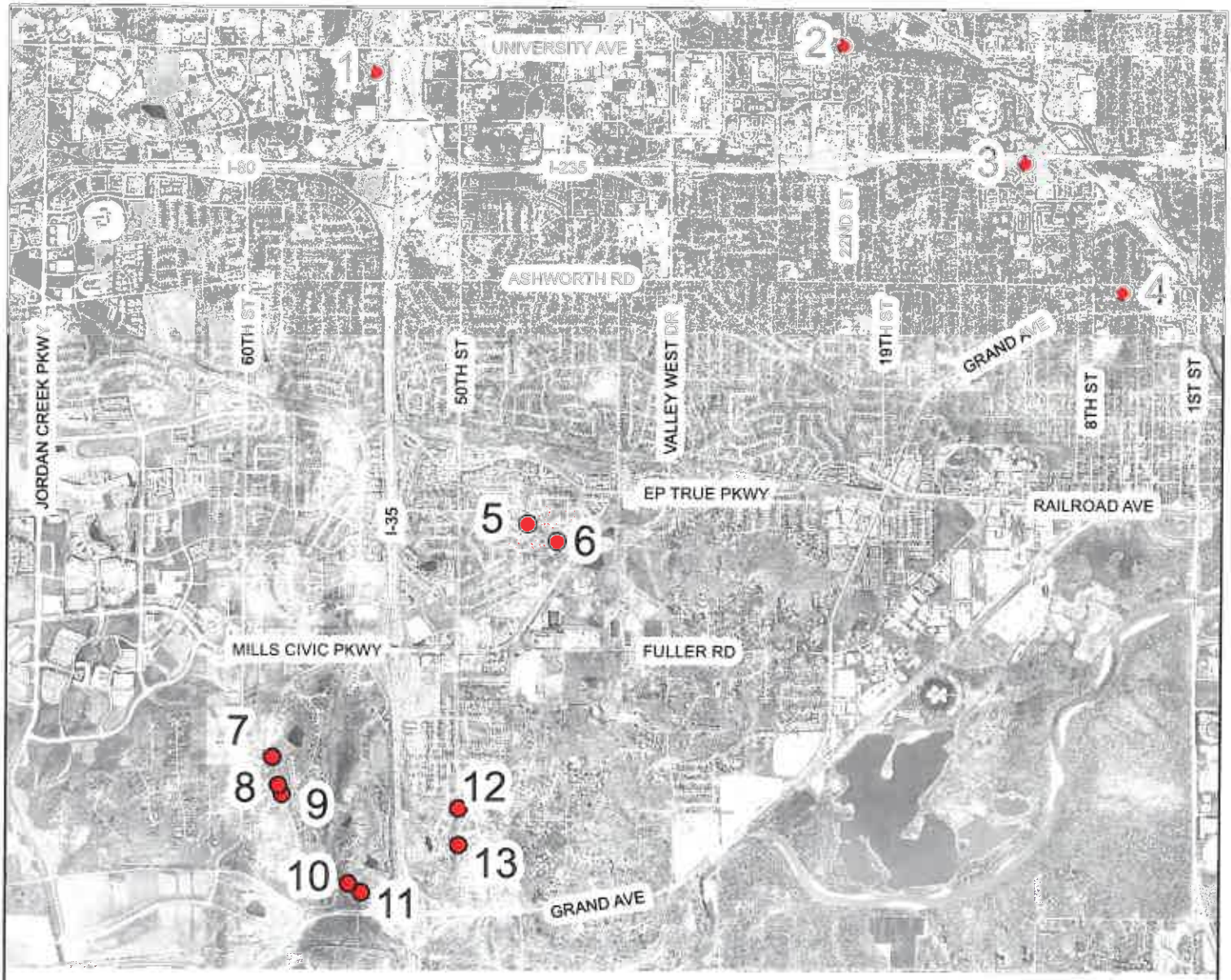
			Engineer's Estimate		Bidder No. 1: Neuvirth Construction, Inc. 7386 County Road P35 Blair, NE 68008		Bidder No. 2: J&K Contracting, LLC 1307 East Lincoln Way Ames, IA 50010		Bidder No. 3:	
Description	Unit	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price		Unit Price	Extended Price
1.1 Sewer Repair #1 - 5400 University	LS	1	$5,000.00	$5,000.00	$9,000.00	$9,000.00	$9,500.00	$9,500.00		
1.2 Sewer Repair #2 - 22nd/86th & University	LS	1	$20,000.00	$20,000.00	$12,000.00	$12,000.00	$17,300.00	$17,300.00		
1.3 Sewer Repair #3 - 1175 Office Park	LS	1	$5,000.00	$5,000.00	$8,000.00	$8,000.00	$7,200.00	$7,200.00		
1.4 Sewer Repair #4 - 601 Valhigh	LS	1	$20,000.00	$20,000.00	$19,000.00	$19,000.00	$16,000.00	$16,000.00		
1.5 Sewer Repair #5 - 4571 Meadow Valley	LS	1	$15,000.00	$15,000.00	$18,000.00	$18,000.00	$15,900.00	$15,900.00		
1.6 Sewer Repair #6 - 4325 Meadow Valley	LS	1	$7,500.00	$7,500.00	$9,000.00	$9,000.00	$10,200.00	$10,200.00		
1.7 Sewer Repair #7 - 1214 Tulip Tree	LS	1	$12,500.00	$12,500.00	$15,000.00	$15,000.00	$15,200.00	$15,200.00		
1.8 Sewer Repair #8 - 1420 Tulip Tree	LS	1	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$7,300.00	$7,300.00		
1.9 Sewer Repair #9 - 1456 Tulip Tree	LS	1	$5,000.00	$5,000.00	$12,000.00	$12,000.00	$6,300.00	$6,300.00		
1.10 Sewer Repair #10 - 1857 Glen Oaks	LS	1	$12,500.00	$12,500.00	$12,000.00	$12,000.00	$12,800.00	$12,800.00		
1.11 Sewer Repair #11 - 1839 Glen Oaks	LS	1	$7,500.00	$7,500.00	$15,000.00	$15,000.00	$13,200.00	$13,200.00		
1.12 Sewer Repair #12 - 1549 South 50th	LS	1	$7,500.00	$7,500.00	$11,000.00	$11,000.00	$11,500.00	$11,500.00		
1.13 Sewer Repair #13 - 5055 Cherrywood	LS	1	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$8,000.00	$8,000.00		
1.14 Flowable Fill	CY	10	$200.00	$2,000.00	$300.00	$3,000.00	$150.00	$1,500.00		
1.15 Concrete Sidewalk, 4" (Remove & Replace)	SF	48	$7.50	$360.00	$25.00	$1,200.00	$10.00	$480.00		
1.16 Concrete Trail, 6" Reinforced (Remove & Replace)	SF	200	$10.00	$2,000.00	$18.00	$3,600.00	$12.00	$2,400.00		
1.17 Concrete Parking Lot, 6" (Remove & Replace)	SY	50	$75.00	$3,750.00	$125.00	$6,250.00	$115.00	$5,750.00		
1.18 Concrete/Asphalt Pavement, 8" (Remove & Replace)	SY	30	$100.00	$3,000.00	$200.00	$6,000.00	$225.00	$6,750.00		
1.19 Seeding	AC	0.25	$5,000.00	$1,250.00	$14,000.00	$3,500.00	$6,000.00	$1,500.00		
1.20 Sod	SQ	400	$75.00	$30,000.00	$100.00	$40,000.00	$150.00	$60,000.00		
1.21 Temporary Irrigation System	SQ	400	$25.00	$10,000.00	$20.00	$8,000.00	$25.00	$10,000.00		
1.22 Traffic Control	LS	1	$25,000.00	$25,000.00	$16,000.00	$16,000.00	$5,000.00	$5,000.00		
TOTAL BID (ITEMS 1.1 - 1.22)				**$199,860.00**		**$236,550.00**		**$243,780.00**		

LICENSED PROFESSIONAL ENGINEER
JASON M. SCHLICKBERND
19387
IOWA

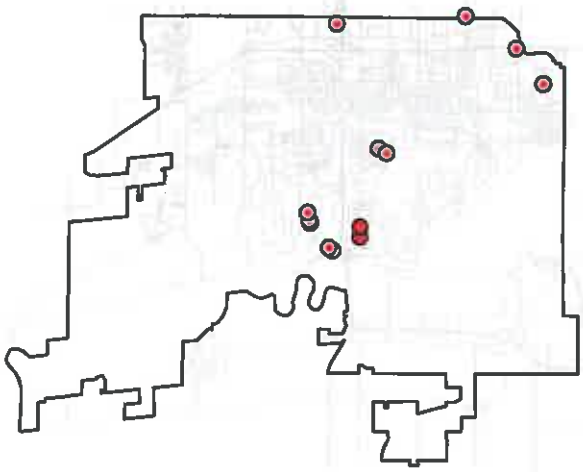
I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Jason M. Schlickbernd 4/29/15

Jason M. Schlickbernd, P.E. Date
License Number: 19387
My License Renewal Date is December 31, 2016
Pages or sheets covered by this seal: 1



VICINITY MAP



LEGEND

PROJECT LOCATION
(SEWER REPAIR #)

N

0 1,000 2,000 4,000 Feet

THE CITY OF WEST DES MOINES

CITY OF WEST DES MOINES
ENGINEERING SERVICES
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IOWA 50265
PHONE: (515) 222-3620
FAX: (515) 273-0602

PROJECT: **2015 SEWER REHABILITATION PROGRAM**

PROJECT NO. - **0510-014-2015**

LOCATION: **VARIOUS LOCATIONS**

DRAWN BY: JMS | DATE: 04/20/2015 | SHT. 1 OF 1