CITY OF WEST DES MOINES

COUNCIL AGENDA

date: June 1, 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

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

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

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

4. Consent Agenda

a. Motion - Approval of Minutes of May 18, 2015 Meeting
b. Motion - Approval of Bill Lists
c. Motion - Approval of Liquor Licenses:
   1. Bambino's Restaurant, Inc. d/b/a Bambino's Restaurant, 2025 Grand Avenue - Class LC Liquor License with Sunday Sales - Renewal
   2. BBMG Mills Civic Parkway, LLC d/b/a Draught House 50 (f/k/a Bang Bang Mongolian Grill), 6420 Mills Civic Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
   3. Hy-Vee, Inc. d/b/a Hy-Vee Food Store #1, 1700 35th Street - Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales - Renewal
   4. Eat Thai, LLC d/b/a King and I Thai Cuisine, 1821 22nd Street, #103 - Class BW Permit with Sunday Sales - New
   5. Kum & Go, LC d/b/a Kum & Go #8, 1293 8th Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
   6. Kum & Go, LC d/b/a Kum & Go #50, 745 South 51st Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
   7. Kum & Go, LC d/b/a Kum & Go #74, 141 South Jordan Creek Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal

8. Kum & Go, LC d/b/a Kum & Go #2091, 5969 Ashworth Road - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
9. Conrado Corporation d/b/a Taco Andreas 3, 1250 8th Street - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
10. Target Corporation d/b/a Target Store T-1901, 5405 Mills Civic Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
11. Kwik Trip, Inc. d/b/a Tobacco Outlet Plus #506, 1540 22nd Street - Class BC Beer Permit with Native Wine and Sunday Sales - Renewal
12. Walgreen Co. d/b/a Walgreens #6623, 1660 22nd Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
13. Walgreen Co. d/b/a Walgreens #6677, 4900 Mills Civic Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
14. Walgreen Co. d/b/a Walgreens #6678, 1999 Grand Avenue - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
15. Wal-Mart Stores, Inc. d/b/a Wal-Mart Supercenter #3762, 6365 Stagecoach Drive - Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales - Renewal
16. The Wine Experience at Jordan Creek d/b/a The Wine Experience at Jordan Creek, 101 Jordan Creek Parkway, Suite 12518 - Six-Month Class BW Permit with Sunday Sales and Outdoor Service - New

d. Motion - Approval of Extended Sound Permits:
1. Cabaret West Glen, 560 South Prairie View Drive, Suite 105 - June 5, July 24, and September 18, 2015
2. Nature Lodge Wedding, June 20, 2015
3. Valley Junction Independence Day Celebration, July 3, 2015

e. Motion - Approval of Appointments:
1. Human Services Advisory Board
2. Library Board of Trustees

f. Motion - Approval of Orders for Violations of Alcohol Law

g. Motion - Approval of License Agreement - ESRI

h. Motion - Approval of Memorandum of Understanding - Central Iowa Code Consortium

i. Resolution - Order Construction:
1. Holiday Park Baseball Field Improvements, Phase 3
2. 22nd Street and Kingman Avenue Turn Lane Extension

j. Resolution - Accept Work:
1. 2014 HMA Resurfacing Program
2. 139 6th Street Fiber Optic Connection Project

k. Resolution - Approval of Agreement for Traffic Safety Improvement Program Funding

l. Resolution - Approval of 28E Agreements:
   1. Mutual Aid for Polk County Fire/Rescue Services
   2. Amended 28E Agreement - Joint Maintenance of Corporate Line Roads - Warren County

m. Resolution - Approval of Professional Services Agreements:
   1. 2015 Federal Bridge Inspections
   2. South Grand Prairie Parkway Grading and Paving - Raccoon River Drive to Madison Avenue
   3. South Grand Prairie Parkway Bridge over the Raccoon River

n. Resolution - Approval of Railroad Construction Agreement - Grand Avenue Improvements Phase 5 - Raccoon River Park to South 35th Street

o. Resolution - Approval and Acceptance of Purchase Agreements and Property - Ashworth Road Trail

5. Old Business

a. Village of Ponderosa, east of South 60th Street at Village View Drive - Amend the Specific Plan Ordinance to Align with New Development Concept - LENC, LLC
   1. Ordinance - Approval of Second, Third Readings and Final Adoption

b. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 3 (Special Stops Required) - Intersection of 63rd Street and Orchard Drive and Intersection of 65th Street and Orchard Drive - City Initiated
   1. Ordinance - Approval of Second, Third Readings and Final Adoption

c. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 5 (No Parking Zones) - West Side of 13th Street, from Locust Street to Walnut Street - City Initiated
   1. Ordinance - Approval of Second, Third Readings and Final Adoption

d. 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

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

a. Jordan West, southwest corner of EP True Parkway and Jordan Creek Parkway - Amend the Specific Plan Ordinance to Modify Development Regulations in Alignment with New Development Plan - Ryan Companies US, Inc.
   1. Motion - Continue Public Hearing to June 15, 2015

b. Grand Lakes, west side of Grand Avenue at Raccoon River Park Entrance - Amend the Comprehensive Plan Land Use Designations for the Eight Ways PUD Parcel B from Support Commercial to Neighborhood Commercial, PUD Parcel C from High Density Residential to Medium Density Residential and Single Family Residential, PUD Parcel E from Low Density Residential to Single Family Residential, and Change Parcel I from Low Density Residential to Single Family Residential and Amend the Eight Ways PUD to Zone the Parcels Consistent with the Comprehensive Plan, Define Development Regulations for Undeveloped Parcels, Detail Detention Basin Improvements, and Change the Name of the PUD to Grand Lakes - Diligent Grand Ave. 67, LLC

1. Motion - Continue Public Hearing to June 15, 2015

c. 7920, 8120, and 8180 Ashworth Road and Undeveloped Property Immediately South of 8220 Ashworth Road (not including 8220 Ashworth Road) - Amend Comprehensive Plan Land Use Map to Change approx. 10.7 acres from Office to Single Family Residential and Consistency Zone the Property to Single Family Residential and Rezone approx. 3.5 acres from RS-20 to R-1 - City Initiated

1. Resolution - Approval of Comprehensive Plan Amendment
2. Ordinance - Approval of First Reading

d. Former Stagecoach Right-of-Way - Sale and Conveyance of Property - Aspire Residential, LLC

1 Resolution - Approval of Sale and Conveyance Property

e. Former 98th Street Right-of-Way - Sale and Conveyance of Property - Maple Grove West, LLC

1 Resolution - Approval of Sale and Conveyance Property

f. Grand Prairie Parkway Interchange at I-80 - City Initiated

1 Resolution - Approval of Acquisition of Agricultural Property

g. Grand Avenue Improvements, Phase 5 - Raccoon River Park to South 35th 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

h. Alluvion Yellow Fiber Route - 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. Kings Valley Subdivision Plat 2, 6135 Beechtree Drive - Replat of Lot 30, Kings Valley Subdivision Plat 1 to Incorporate Additional Ground - Davis Estates, Ltd.

1. Resolution - Approval and Release of Final Plat

b. Grand Valley Plat 1, northeast corner of South 35th Street and Grand Avenue - Plat Property into 21 Single Family Lots, 17 Outlots, and Two Street Lots - CRVP, LLC

1. Resolution - Approval of Preliminary Plat

c. West Lakes Office Park Plat 14, southwest corner of University Avenue and 71st Street - Plat Property into Two Lots for Commercial Development, Two Street Lots and One Outlot for Detention - Hy-Vee, Inc.

1. Resolution - Approval of Preliminary Plat

d. Platinum Pointe Townhomes (f/k/a Whisper Ridge Townhomes), southwest corner of Bridgewood Boulevard and South 88th Street - Subdivide Property into 66 Postage Stamp Lots, Two Street Lots, and One Outlot for Common Use and Storm Water Detention and Allow Construction of a 66-unit Townhome Development - Hale Development Company, LLC

1. Resolution - Approval of Preliminary Plat/Site Plan

8. Receive, File and/or Refer

a. Bridgewood Drive Vacation, north end of Bridgewood Drive - Vacate that Portion of Bridgewood Drive Located North of Beechtree Lane - Ryan Companies US, Inc. (Refer to Plan and Zoning Commission)

9. Other Matters

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

May 18, 2015

West Des Moines City Council Proceedings
Monday, May 18, 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, May 18, 2015 at 5:31 PM. Council members present were: J. Mickelson, R. Messerschmidt, J. Sandager, K. Trevillyan, and R. Trimble.

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

Vote 15-178: 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 Sandager reported he and several of the other elected officials attended the annual Washington DC trip with the Greater Des Moines Partnership, where they held meetings with Iowa's Senators and Congressmen.

Council member Trevillyan reported he will hold a Ward 1 quarterly town hall meeting on May 30th from 10:30 a.m. to noon.

Council member Trimble reported the Holiday Park baseball fields grand opening will be held tomorrow.

Council member Messerschmidt reported he attended a meeting of the Public Works Subcommittee, where discussion was held on the proposed Barnes Heights Sanitary Sewer Connection Fee District and the subcommittee recommended bringing the ordinance back for consideration of first reading at the June 1st Council meeting. He also reported the subcommittee reviewed a new concept used by Mid-American Energy of restoring grass in the right-of-way disrupted by utility work with a seeding mat and recommended the continued use of this concept. He also noted the Spring Cleanup program will be the week of June 1st and several changes have been implemented to the program this year, and staff has used multiple outlets to communicate those changes to the residents.

Mayor Gaer reported the Mayor's Bike Ride was held on May 16th and it was a successful event.

On Item 4. Consent Agenda.

Council members pulled Items 4(h), 4(i), and 4(n) for discussion. It was moved by Sandager, second by Trevillyan to approve the consent agenda as amended.

a. Approval of Minutes of May 4, 2015 Meeting
b. Approval of Bill Lists
c. Approval of Liquor Licenses:
    1. MVC Acquisition LLC, d/b/a Cabaret, 560 Prairie View Drive, Suite 105 - Class LC Liquor License Extension of Outdoor Service - June 5-6, 2015
    2. Dino Investment, Corp. d/b/a The Filling Station, 305 Grand Avenue - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
    3. Turkey Brothers, Inc. d/b/a Fire Creek Grill, 800 South 50th Street - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
    4. Migliero Real Estate d/b/a G. Mig's 5th Street Pub, 128 5th Street - Class LC Liquor License with Sunday Sales - Renewal
    5. Big Winds WDM, Inc. d/b/a Hurricane Grill and Wings, 3340 Westown Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - New
    6. Hy-Vee, Inc. d/b/a Hy-Vee Reception, 1701 25th Street (Wedding Reception at Events Center West) - 5-Day Class BW Permit - Effective May 30-June 3, 2015
    7. Hy-Vee, Inc. d/b/a Hy-Vee Meeting Room, 1725 Jordan Creek Parkway - Transfer Location Temporarily to 1236 Jordan Creek Parkway (SpringHill Suites) - June 4, 2015
    8. MM, LLC d/b/a Ladder #13, 1316 Grand Avenue - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
    9. Red Robin International, Inc. d/b/a Red Robin America's Gourmet Burgers & Spirits, 6255 Mills Civic Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
    10. Old Market Ventures, LLC d/b/a Twin Peaks Restaurant, 4570 University Avenue - Class LC Liquor License Extension of Outdoor Service - June 5-7, 2014
    11. Turner Beverage, LLC d/b/a Vintage Wine, 6905 Mills Civic Parkway - Class BW Permit with Carryout Wine, Sunday Sales, and Outdoor Service Privileges - Renewal
    12. Des Moines Wine Festival Foundation, d/b/a Winefest Des Moines, 1310 Tulip Tree Lane - 5-Day Class BW Permit with Outdoor Service - Effective June 4-8, 2015
d. Approval of Extended Sound Permits:
    1. 503 Restaurant, 1238 8th Street
    2. 58th Street Block Party
e. Approval of Lane Closure(s) for Special Events:
    1. 58th Street Block Party
    2. Mustang Ford Show
f. Approval of Settlement Agreements for Violations of Alcohol Laws
g. Approval of Contract Agreement - Median Limestone Block Repair
j. Approval of Special Assessments - Nuisance Abatements

k. Order Construction - Alluvion Yellow Fiber Route
l. Approval of Professional Services Agreements:
    1. Law Enforcement Center Roof Replacement
    2. Law Enforcement Center Garage
    3. Public Services Facility Master Plan Study and Grading Plan
m. Approval of Extension of Entitlements:
    1. Waterbury Building, 7765 Office Plaza Drive North
    2. Alameda Office Building, 6770 Vista Drive
    3. Newport Office Building, 1055 Jordan Creek Parkway
o. Acceptance of Public Improvements - Maple Grove West Plats 4 and 5
p. Approval of Modification to Terms of Agreement and Waiver - Silverwood Plat 4
q. Proclamation -National Public Works Week, May 17-23, 2015

Vote 15-179: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 4(h) Approval of Change Order #8 - Library and Law Enforcement Center HVAC Improvements

Council member Trimble inquired how the unexpected issue requiring this change order arose.

Linda Schemmel, Planner, responded the project specifications for the equipment were based on performance, not a specific unit or supplier. The maintenance and ventilation clearance for the unit provided by the contractor requires a larger area than the engineer anticipated.

It was moved by Trimble, second by Sandager to approve Item 4(h) Approval of Change Order #8 - Library and Law Enforcement Center HVAC Improvements.

Vote 15-180: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 4(i) Approval of Early Release of Retainage - 139 6th Street Building Renovation

Council member Trimble inquired if staff is confident that the remaining work on this project will be completed if the City no longer has the leverage of the retainage.

Linda Schemmel, Planner, responded the 95 percent of retainage that is proposed for early release is associated with the construction that has been completed and inspected. The five percent that would remain is associated with the construction that has been completed but not inspected yet, as well as a sufficient amount to cover any close-out documents that are not submitted. She stated the City is not obligated to release the retainage until 30 days after final acceptance of the project, but the proposed early release of retainage for this project is at the request of the contractor, because he has subcontractors he needs to pay.

Council member Trimble stated he would not be comfortable releasing retainage before a project has been completed if that project involved his own home, so he does not support this request.

It was moved by Mickelson, second by Sandager to approve Item 4(i) Approval of Early Release of Retainage - 139 6th Street Building Renovation.

Vote 15-181: Messerschmidt, Mickelson, Sandager.....3 yes
Trevillyan, Trimble.....2 no
Motion carried.

On Item 4(n) Approval of Financing Agreement - West Des Moines Water Works

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

It was moved by Mickelson, second by Trimble to approve Item 4(n) Approval of Financing Agreement - West Des Moines Water Works.

Vote 15-182: Messerschmidt, Mickelson, Sandager, Trimble...4 yes
Trevillyan... 1 abstain due to potential conflict of interest
Motion carried.

On Item 5(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, initiated by Aspire Residential, LLC

It was moved by Messerschmidt, second by Mickelson to consider the second reading of the ordinance.

Vote 15-183: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

It was moved by Messerschmidt, second by Mickelson to approve the second reading of the ordinance.

Vote 15-184: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble...5 yes
Motion carried.

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

Vote 15-185: 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 Jordan West, southwest corner of EP True Parkway and Jordan Creek Parkway - Amend the Comprehensive Plan Land Use Designation from Office to Support Commercial and Medium Density Residential and Amend the Jordan West Area Development Plan, initiated by Ryan Companies US, Inc. He asked for the date the notice was published and the City Clerk indicated the notice was published on May 1, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 4-0, with three members absent, the Plan and Zoning Commission recommended City Council approval of the proposed Comprehensive Plan Amendment and Area Development Plan Amendment.

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

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

Council member Mickelson commended the developer for working with the neighboring residents to proactively address their concerns, as well as the project engineer and staff involved with this project for facilitating the process.

Vote 15-186: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

It was moved by Sandager, second by Trevillyan to adopt Resolution - Approval of Area Development Plan Amendment.

Vote 15-187: 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 Village of Ponderosa, east of South 60th Street at Village View Drive - Amend the Comprehensive Plan Land Use Designation of approx. 41.9 acres; Amend the Area Development Plan for Village of Ponderosa; Amend the Village of Ponderosa Specific Plan Ordinance to Allow Mix of Uses Including Retail, Office, Restaurants, Hotel, Convenience Store, and Medium Density Residential, initiated by LENC, LLC. He asked for the date the notice was published and the City Clerk indicated the notice was published on May 1, 2015 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 4-0, with three members absent, the Plan and Zoning Commission recommended City Council approval of the proposed Comprehensive Plan Amendment, Area Development Plan Amendment, and Specific Plan Amendment

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

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

The Mayor and Council spoke positively of the proposed development and thanked the developer for their investment in West Des Moines.

Vote 15-188: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

It was moved by Sandager, second by Messerschmidt to adopt Resolution - Approval of Area Development Plan Amendment.

Vote 15-189: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

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

Vote 15-190: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 15-191: 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 Community Development Block Grant Program - 2015-20 Consolidated Plan and 2015-16 Annual Action Plan, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on May 8, 2015 in the Des Moines Register, May 13, 2015 in the Indianola Record Herald, May 6, 2015 in the Madisonian, and May 14, 2015 in the Dallas County News. 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 Sandager to adopt Resolution - Approval of 2015-20 Consolidated Plan and 2015-16 Annual Action Plan.

Council member Trimble inquired if the FY 2015-16 allocation received is different from FY 2014-15.

Christine Gordon, Housing Planner, responded the allocation received is about a $15,000 decrease from the previous year, however she stated there should be enough funding available to take care of all the remaining homes on the list of those seeking funding for owner-occupied rehabilitation.

Vote 15-192: 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 2014-15 FY Operating and Capital Budget - Amendment #3, initiated by the City of West Des Moines. He asked for the date the notice was published and the City Clerk indicated the notice was published on May 8, 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 Sandager, second by Messerschmidt to adopt Resolution - Approval of Budget Amendment #3.

Vote 15-193: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 7(a) Mills Crossing Plat 1, 5901 Mills Civic Parkway - Subdivide Property into Seven Lots for Commercial Development, initiated by Hurd Mills, LLC

It was moved by Trimble, second by Trevillyan 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 providing final drawings of the preliminary plat which addresses staff comments prior to the final plat proceeding to the City Council for approval.

Vote 15-194: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 7(b) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 3 (Special Stops Required) - Intersection of 63rd Street and Orchard Drive and Intersection of 65th Street and Orchard Drive, initiated by the City of West Des Moines

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

Vote 15-195: 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 15-196: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 7(c) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 5 (No Parking Zones) - West Side of 13th Street, from Locust Street to Walnut Street, initiated by the City of West Des Moines

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

Vote 15-197: 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 Messerschmidt to approve the first reading of the ordinance.

Vote 15-198: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 7(d) 2015-16 FY Hotel/Motel Tax Allocations, initiated by the City of West Des Moines

It was moved by Sandager, second by Trimble to adopt Motion - Approval of Subcommittee Recommendation.

Council member Trevillyan inquired how the City will ensure that funds allocated for infrastructure improvements are actually used for that purpose.

Tim Stiles, Finance Director, responded the policy approved by the Council in January 2015 requires entities to show documentation for the previous year's allocation, so entities applying for funding next year will have to show how this year's funds were spent.

Council member Trimble expressed a desire to see other entities that benefit from these organizations provide financial support in the future, so they are not so heavily dependent on West Des Moines' hotel/motel funding.

The Mayor and Council discussed the funding formula used by the Greater Des Moines Convention and Visitors Bureau 28E agreement and expressed support for the organization, but also expressed a desire to amend the agreement so the formula does not give a fixed amount increase of hotel/motel funding each year to the Greater Des Moines Convention and Visitors Bureau.

Mayor Gaer stated staff is already working with other cities to review those provisions of the 28E agreement which dictate city contribution levels to the Greater Des Moines Convention and Visitors Bureau, and he noted a Council workshop should be scheduled on this subject at some point in the future.

Vote 15-199: Messerschmidt, Mickelson, Sandager, Trevillyan, Trimble…5 yes
Motion carried.

On Item 8(a) Eldorado Estates, 1450 South Jordan Creek Parkway - Establish New Planned Unit Development (PUD) Regulations for Residential Estate Property - Chayse Holdings, LLC - Referred to Plan and Zoning Commission

On Item 8(b) Whisper Rock at Quail Cove, 5100 block of Cherrywood Drive - Rezone Property from Residential Medium Density to Single Family Residential - Prairie Building and Development, LLC - Referred to Plan and Zoning Commission

On Item 8(c) Country Club Office Plaza, 72nd Street and Woodland Avenue - Amend the Planned Unit Development (PUD) to Remove Property from the PUD - City Initiated - Referred to Plan and Zoning Commission

On Item 8(d) Ashworth Road Corridor, 6975 Woodland Avenue - Amend the Planned Unit Development (PUD) to Add Property to the PUD - City Initiated - Referred to Plan and Zoning Commission

On Item 9 - Other Matters: none

May 18, 2015

The meeting was adjourned at 6:34 p.m.

Respectfully submitted,

_____
Ryan T. Jacobson, CMC
City Clerk

ATTEST:

_____
Steven K. Gaer, Mayor

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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	05/29/2015		$555,050.11
	Claim Listing Date		Total $ Amount
EFT Claims	05/29/2015		$46,758.64
	Claim Listing Date		Total $ Amount
Control Pay	05/29/2015		$272,633.19
	Claim Listing Date		Total $ Amount
End of Month	-0-		$-0-
	Claim Listing Date		Total $ Amount
Manual Check	05/29/2015		$73,026.23
	Claim Listing Date		Total $ Amount

Approved by the West Des Moines City Council this 1st day of June 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				
25358	A-D DISTRIBUTING CO., IN	200258	06/01/15	58.00
28252	ADVENTURES IN ADVERTISIN	200259	06/01/15	369.50
28851	AFFILIATED CREDIT SERVIC	200260	06/01/15	1,212.49
27249	AGRILAND FS, INC.	200261	06/01/15	416.80
00700	AHLERS & COONEY	200262	06/01/15	947.00
25942	ALL IOWA POOL & SUPPLY I	200263	06/01/15	66.23
29128	ALLIANCE CONNECT	200264	06/01/15	2,032.00
28574	ALLIANCE CONSTRUCTION GR	200265	06/01/15	26,623.09
29314	AMERICAN SECURITY CORP	200266	06/01/15	3,211.69
27723	AQUACLEAR LAKE MANAGEMEN	200267	06/01/15	790.00
29087	AWARDS PROGRAM SERVICES	200268	06/01/15	8.00
27657	BADGE EXPRESS	200269	06/01/15	349.00
.10128	BASSMAN/PENNY	200270	06/01/15	250.00
29508	BOLTON & MENK INC	200271	06/01/15	807.50
.10126	BONE-A-PATREAT	200272	06/01/15	37.19
22371	BONNIE'S BARRICADES	200273	06/01/15	143.00
29688	BOOT BARN INC	200274	06/01/15	39.95
28011	BOUND TREE MEDICAL, LLC.	200275	06/01/15	5,259.65
03220	BREWICK/MARK	200276	06/01/15	104.65
26284	BRIGHT & CLEAR SOLUTIONS	200277	06/01/15	4,300.00
27429	BROCKWAY MECHANICAL & RO	200278	06/01/15	284.39
26804	BROWN/ALLEN	200279	06/01/15	100.14
.10118	CARE IMPROVEMENT PLUS	200280	06/01/15	168.71
04250	CARPENTER UNIFORM CO	200281	06/01/15	2,149.53
27733	CELARTEM	200282	06/01/15	855.00
23644	CENTRAL IOWA HOSPITAL CO	200283	06/01/15	407.00
28539	CENTRAL IOWA READY-MIX	200284	06/01/15	1,476.50
27430	CENTRAL SERVICE & SUPPLY	200285	06/01/15	366.00
19700	CENTURYLINK	200286	06/01/15	5,850.15
28867	CERTIFIED POWER INC	200287	06/01/15	82.65
29700	CHRIST/NICOLE	200288	06/01/15	275.00
29531	CITY OF CEDAR RAPIDS	200289	06/01/15	4,150.72
05050	CITY OF URBANDALE	200290	06/01/15	1,085.64
28649	CIVIL DESIGN ADVANTAGE L	200291	06/01/15	80,879.18
28649	CIVIL DESIGN ADVANTAGE L	200292	06/01/15	200.85
28649	CIVIL DESIGN ADVANTAGE L	200293	06/01/15	556.12
29550	CLIENTFIRST CONSULTING G	200294	06/01/15	4,025.00
05350	CLIVE POWER EQUIPMENT	200295	06/01/15	145.26
25466	COMMERCIAL APPRAISERS OF	200296	06/01/15	5,200.00
25206	CONCRETE TECHNOLOGIES	200297	06/01/15	363.95
25920	CONSTRUCTION MATERIALS,	200298	06/01/15	2,070.13
27403	CONTRACTOR SALES & SERVI	200299	06/01/15	401.63
27840	COPY SYSTEMS INC.	200300	06/01/15	339.50
06550	DALLAS COUNTY RECORDER	200301	06/01/15	319.00
28079	DES MOINES BICYCLE COLLE	200302	06/01/15	245.00
07450	DES MOINES STAMP MFG CO	200303	06/01/15	30.50
29680	DMF GARDENS	200304	06/01/15	1,392.65
24992	DOGGETT/RICHARD	200305	06/01/15	1,600.00

BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
07900	DUMERMUTH/JEFF	200306	06/01/15	1,000.60
08530	ELECTRICAL ENGINEERING &	200307	06/01/15	102.40
27012	FASTENAL COMPANY	200308	06/01/15	139.18
28912	FERGUSON ENTERPRISES, IN	200309	06/01/15	37.39
29462	FOUNTAIN PEOPLE, INC	200310	06/01/15	492.32
.10130	GLEN OAKS COUNTRY CLUB	200311	06/01/15	576.09
10750	GRAINGER INC	200312	06/01/15	241.88
29819	GRAVES/BEVERLY	200313	06/01/15	50.00
10800	GRAYBAR ELECTRIC CO INC	200314	06/01/15	1,063.01
10950	GRIMES ASPHALT & PAVING	200315	06/01/15	166.50
25728	HAHN/JENNIFER	200316	06/01/15	86.77
29561	HEARTLAND BUSINESS SYSTE	200317	06/01/15	187.50
25065	HEARTLAND CO-OP	200318	06/01/15	1,229.12
.10120	HEJTMANEK/CAROLYN	200319	06/01/15	14.00
.10123	HEJTMANEK/LAWRENCE	200320	06/01/15	14.00
29823	HELLIGE/DIRK	200321	06/01/15	2,430.00
26588	HILLTOP TIRE SERVICE	200322	06/01/15	155.96
.10122	HOWES/KATHERINE	200323	06/01/15	16.25
23611	HY VEE, INC.	200324	06/01/15	1,382.44
28180	IDENTI-KIT SOLUTIONS	200325	06/01/15	450.00
26028	INFO TECH, INC.	200326	06/01/15	7,100.00
29514	IOWA CUBS SPORTS TURF MN	200327	06/01/15	25,720.65
23544	IOWA INTERSTATE RAILROAD	200328	06/01/15	400.95
23500	IOWA LAW ENFORCEMENT ACA	200329	06/01/15	50.00
14250	IOWA LEAGUE OF CITIES	200330	06/01/15	210.00
29641	IOWA ONE CALL	200331	06/01/15	1,941.30
24158	IOWA STATE BAR ASSOCIATI	200332	06/01/15	290.00
13158	IOWA STATE UNIVERSITY-FI	200333	06/01/15	400.00
24576	ISHMAEL/CHRIS	200334	06/01/15	500.00
29741	ITERIS INC	200335	06/01/15	825.00
29770	J PETTIECORD INC	200336	06/01/15	665.00
13300	JACOBSEN AUTO BODY	200337	06/01/15	90.00
25432	JANKOWSKI/MARY	200338	06/01/15	250.00
29532	JEFFREY L BRUCE & COMPAN	200339	06/01/15	5,215.87
22184	JIM'S JOHNS	200340	06/01/15	252.00
29824	JOBGEN/SCOTT	200341	06/01/15	8,204.00
28066	JOHN HEMRY LLC	200342	06/01/15	3,500.00
29498	KALDENBERG'S PBS LANDSCA	200343	06/01/15	873.75
29825	KESTERSON/KEVIN	200344	06/01/15	9,011.00
13750	KINDY'S	200345	06/01/15	836.40
28121	KINKADE/DENISE	200346	06/01/15	97.44
29378	KLOCKE'S EMERGENCY VEHIC	200347	06/01/15	415.86
27871	LASER RESOURCES	200348	06/01/15	6,743.74
28610	LT LEON ASSOCIATES, INC	200349	06/01/15	1,800.00
27902	MAILFINANCE	200350	06/01/15	232.17
29822	MCENTEE/JACOB	200351	06/01/15	75.00
25386	MEMORIAL SERVICES OF IOW	200352	06/01/15	450.00
14900	MENARDS	200353	06/01/15	132.16

BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
13028	MIDAMERICAN- DM-WDM TL	200354	06/01/15	48.00
13027	MIDAMERICAN-CLIVE-WDM TL	200355	06/01/15	423.06
13029	MIDAMERICAN-WDM-WAUKEE T	200356	06/01/15	21.01
24912	MIDWEST AUTO FIRE SPRINK	200357	06/01/15	366.00
28053	MIDWEST BEARING & SUPPLY	200358	06/01/15	39.24
24677	MISTER CAR WASH	200359	06/01/15	968.91
28398	MTI DISTRIBUTING, INC.	200360	06/01/15	281.12
15625	MUNICIPAL SUPPLY INC	200361	06/01/15	2,292.50
28810	NESTINGEN, INC.	200362	06/01/15	5,640.00
27330	NETTELAND/STEPHEN	200363	06/01/15	2,225.00
.10117	NEWBOLD/CHARLES	200364	06/01/15	37.00
.10113	NEWBURY LIVING	200365	06/01/15	2,200.00
28360	OPTIMUM DATA, INC.	200366	06/01/15	14,362.41
.10127	ORCHARD PLACE	200367	06/01/15	100.00
28438	OWENS & MINOR	200368	06/01/15	133.42
28970	PALMER GROUP	200369	06/01/15	4,134.80
23062	PG CONSTRUCTION, INC	200370	06/01/15	5,243.53
16498	PLUMB SUPPLY CO	200371	06/01/15	157.17
27917	POLICE LEGAL SCIENCES, I	200372	06/01/15	2,400.00
27065	POLK COUNTY HOUSING TRUS	200373	06/01/15	3,750.00
03300	POLK COUNTY RECORDER	200374	06/01/15	1,674.00
16650	POLK COUNTY TREASURER	200375	06/01/15	82.00
27286	PRAIRIE AG SUPPLY	200376	06/01/15	168.12
29560	PRO WASTE SERVICES LLC	200377	06/01/15	260.88
28853	PROGRESSIVE RESCUE SOLUT	200378	06/01/15	6,660.00
27661	PROVANTAGE LLC	200379	06/01/15	29.78
28602	QUATRED	200380	06/01/15	94.33
29731	RAINBOW TREECARE	200381	06/01/15	250.00
17302	RDG PLANNING & DESIGN	200382	06/01/15	32,733.50
25260	RESERVE ACCOUNT	200383	06/01/15	40.00
.10124	ROBINSON/RAESHAWN	200384	06/01/15	869.03
17600	ROTO-ROOTER CORP	200385	06/01/15	925.00
29732	RUBE'S III, INC	200386	06/01/15	270.12
27651	SCHEELS ALL SPORTS-ACC R	200387	06/01/15	1,620.00
22400	SCHILDBERG CONSTRUCTION	200388	06/01/15	480.79
.10116	SCHOUTEN/TYLER	200389	06/01/15	96.60
18292	SIMPLEX GRINNELL	200390	06/01/15	3,500.00
24711	SKOLD DOOR & FLOOR CO.	200391	06/01/15	455.00
.10115	SMITH/LYDIA	200392	06/01/15	164.00
29643	SPECIALTY GRAPHICS INC	200393	06/01/15	1,534.00
29016	SPECK USA	200394	06/01/15	17,020.00
29769	SPRING LAKE CONSTRUCTION	200395	06/01/15	89,110.00
27422	SPRINT	200396	06/01/15	743.79
28720	STATE SAVINGS BANK	200397	06/01/15	14,955.04
29216	STERLING CODIFIERS INC	200398	06/01/15	4,282.00
28433	SWINTON/ASHLEE	200399	06/01/15	768.75
29541	SWISHER/MARK	200400	06/01/15	100.00
26518	T&T SPRINKLER SERVICE, I	200401	06/01/15	3,582.67

BANK	VENDOR	CHECK#	DATE	AMOUNT
1NAT FIRST NATIONALBANK				
29788	THREE FOUNTAINS I, LLC	200402	06/01/15	6,000.00
29288	TRIZETTO PROVIDER SOLUTI	200403	06/01/15	260.70
25814	ULTRAMAX	200404	06/01/15	7,250.00
83413	UNITED PARCEL SERVICE	200405	06/01/15	41.16
29142	UNITED REFRIGERATION INC	200406	06/01/15	49.49
29510	USDA-APHIS-WILDLIFE SERV	200407	06/01/15	1,500.00
29820	VAN DEIST SUPPLY	200408	06/01/15	5,740.85
29753	VANDERPOOL CONSTRUCTION	200409	06/01/15	35,585.72
20250	VEENSTRA & KIMM INC	200410	06/01/15	56.00
.10119	VENTER SPOONER INC	200411	06/01/15	50.00
19725	VERIZON WIRELESS	200412	06/01/15	2,798.07
.10114	VICTORIA CLEANERS	200413	06/01/15	119.85
20700	WEST DES MOINES COMM SCH	200414	06/01/15	40.00
20700	WEST DES MOINES COMM SCH	200415	06/01/15	40.00
21000	WEST DES MOINES WATER WO	200416	06/01/15	90.97
29050	WEX BANK	200417	06/01/15	570.12
.10125	WILTGEN/KAREN	200418	06/01/15	49.00
29685	WINBOURNE CONSULTING	200419	06/01/15	19,337.97
.10121	WOOLSON/BROOKS	200420	06/01/15	14.00
FIRST NATIONALBANK				555,050.11 ***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
1NAT FIRST NATIONALBANK					
90074	A TECH, INC.	8606	06/01/15	258.00	
90023	ARNOLD MOTOR SUPPLY,LLP	8607	06/01/15	1,074.77	
90081	FEDEX OFFICE	8608	06/01/15	24.74	
90158	FINESTEAD/MIKE	8609	06/01/15	3,293.05	
90159	HENNING/CLAUDIA	8610	06/01/15	6,685.00	
90053	IOWA COMMUNITIES	8611	06/01/15	1,208.82	
90054	IOWA DEPT OF PUBLIC SAFE	8612	06/01/15	6,506.52	
90065	KECK,INC.	8613	06/01/15	17,014.07	
90006	MCCLURE ENGINEERING COMP	8614	06/01/15	925.00	
90006	MCCLURE ENGINEERING COMP	8615	06/01/15	90.00	
90104	MID IOWA PETROLEUM SVCS,	8616	06/01/15	475.71	
90110	NAPA	8617	06/01/15	6.58	
90111	PANTOGA/RALPH	8618	06/01/15	740.00	
90117	SPINDUSTRY SYSTEMS, INC.	8619	06/01/15	1,435.50	
90123	VITAL SUPPORT SYSTEMS	8620	06/01/15	3,680.00	
90002	WEST BANK, HUMAN SVCS	8621	06/01/15	1,401.88	
90142	YEAGER/LEMAR	8622	06/01/15	1,939.00	
FIRST NATIONALBANK				46,758.64	***

1NAT FIRST NATIONALBANK

BANK	VENDOR	CHECK#	DATE	AMOUNT
70018	ABC ELECTRICAL CONTRACTO	200207	06/01/15	2,899.57
70018	ABC ELECTRICAL CONTRACTO	200208	06/01/15	368.45
70018	ABC ELECTRICAL CONTRACTO	200209	06/01/15	334.95
70003	ACCO UNLIMITED CORP	200210	06/01/15	3,175.15
70216	ADVENTURE LIGHTING	200211	06/01/15	136.60
70055	AMERICAN CONCRETE	200212	06/01/15	2,084.19
70158	ARAMARK UNIFORM SERVICES	200213	06/01/15	1,228.45
70119	ARROW STAGE LINES	200214	06/01/15	960.00
70115	BENTLEY SYSTEMS INC	200215	06/01/15	2,990.00
70268	BLACKBURN MANUFACTURING	200216	06/01/15	86.31
70191	BROWNELLS INC	200217	06/01/15	1,485.38
70007	BUSINESS PUBLICATIONS	200218	06/01/15	14.49
70017	CAPITAL SANITARY SUPPLY	200219	06/01/15	2,535.14
70059	CITY SUPPLY CORP	200220	06/01/15	515.80
70008	COMPETITIVE EDGE	200221	06/01/15	296.64
70117	DES MOINES ASPHALT & PAV	200222	06/01/15	214,526.97
70083	DES MOINES REGISTER MEDI	200223	06/01/15	3,464.01
70235	EMERGENCY APPARATUS MAIN	200224	06/01/15	4,482.50
70067	EXCEL MECHANICAL, INC.	200225	06/01/15	3,002.46
70020	FELD FIRE	200226	06/01/15	447.50
70039	G&L CLOTHING	200227	06/01/15	1,652.36
70161	GALLS LLC	200228	06/01/15	563.76
70122	HD SUPPLY WATERWORKS	200229	06/01/15	124.88
70052	IMAGETEK, INC	200230	06/01/15	6,566.25
70167	JOHN DEERE LANDSCAPES	200231	06/01/15	192.93
70244	JOHNSTONE SUPPLY	200232	06/01/15	1,491.38
70168	KONE INC	200233	06/01/15	279.38
70178	LANGUAGE LINE SERVICES	200234	06/01/15	62.20
70006	LOGAN CONTRACTORS SUPPLY	200235	06/01/15	1,064.78
70010	O'HALLORAN INTERNATIONAL	200236	06/01/15	344.42
70047	O'KEEFE ELEVATOR COMPANY	200237	06/01/15	440.00
70076	PRAXAIR	200238	06/01/15	411.71
70170	PRIORITY DISPATCH	200239	06/01/15	1,000.00
70204	PUSH PEDAL PULL	200240	06/01/15	400.00
70215	REAMS SPRINKLER SUPPLY	200241	06/01/15	157.90
70262	RELIABLE PROPERTY SERVIC	200242	06/01/15	2,397.00
70171	SECURITY EQUIPMENT INC	200243	06/01/15	506.00
70069	SHOTTENKIRK CHEVROLET	200244	06/01/15	43.45
70057	SNYDER & ASSOCIATES	200245	06/01/15	5,025.08
70057	SNYDER & ASSOCIATES	200246	06/01/15	1,005.00
70234	SPRAYER SPECIALTIES INC	200247	06/01/15	44.47
70026	STIVERS FORD	200248	06/01/15	1,672.98
70255	STRAUSS SAFE AND LOCK CO	200249	06/01/15	326.88
70016	TEAM SERVICES	200250	06/01/15	22.00
70016	TEAM SERVICES	200251	06/01/15	22.00
70016	TEAM SERVICES	200252	06/01/15	22.00
70156	THOMSON REUTERS-WEST PAY	200253	06/01/15	191.93
70051	WORLDPOINT ECC, INC.	200254	06/01/15	656.09

BANK	VENDOR	CHECK#	DATE	AMOUNT	
1NAT FIRST NATIONALBANK					
70037	WRIGHT OUTDOOR SOLUTIONS	200255	06/01/15	155.00	
70188	ZEE MEDICAL SERVICE INC	200256	06/01/15	231.25	
70002	ZOLL MEDICAL	200257	06/01/15	525.55	
FIRST NATIONALBANK				272,633.19	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
1NAT FIRST NATIONALBANK					
12755	IOWA DEPT OF REVENUE & F	800610	05/18/15	1,117.00	
FIRST NATIONALBANK				1,117.00	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
1NAT FIRST NATIONALBANK					
29598	BREIHOLZ CONSTRUCTION CO	200206	05/20/15	71,909.23	
FIRST NATIONALBANK				71,909.23	***

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Liquor Licenses **DATE:** June 1, 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. Bambino's Restaurant, Inc. d/b/a Bambino's Restaurant, 2025 Grand Avenue - Class LC Liquor License with Sunday Sales - Renewal
2. BBMG Mills Civic Parkway, LLC d/b/a Draught House 50 (f/k/a Bang Bang Mongolian Grill), 6420 Mills Civic Parkway - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
3. Hy-Vee, Inc. d/b/a Hy-Vee Food Store #1, 1700 35th Street - Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales - Renewal
4. Eat Thai, LLC d/b/a King and I Thai Cuisine, 1821 22nd Street, #103 - Class BW Permit with Sunday Sales - New
5. Kum & Go, LC d/b/a Kum & Go #8, 1293 8th Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
6. Kum & Go, LC d/b/a Kum & Go #50, 745 South 51st Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
7. Kum & Go, LC d/b/a Kum & Go #74, 141 South Jordan Creek Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
8. Kum & Go, LC d/b/a Kum & Go #2091, 5969 Ashworth Road - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
9. Conrado Corporation d/b/a Taco Andreas 3, 1250 8th Street - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
10. Target Corporation d/b/a Target Store T-1901, 5405 Mills Civic Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
11. Kwik Trip, Inc. d/b/a Tobacco Outlet Plus #506, 1540 22nd Street - Class BC Beer Permit with Native Wine and Sunday Sales - Renewal
12. Walgreen Co. d/b/a Walgreens #6623, 1660 22nd Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
13. Walgreen Co. d/b/a Walgreens #6677, 4900 Mills Civic Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
14. Walgreen Co. d/b/a Walgreens #6678, 1999 Grand Avenue - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
15. Wal-Mart Stores, Inc. d/b/a Wal-Mart Supercenter #3762, 6365 Stagecoach Drive - Class LE Liquor License with Carryout Wine, Carryout Beer and Sunday Sales - Renewal
16. The Wine Experience at Jordan Creek d/b/a The Wine Experience at Jordan Creek, 101 Jordan Creek Parkway, Suite 12518 - Six-Month Class BW Permit with Sunday Sales and Outdoor Service - New

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Extended Sound Permit
Cabaret West Glen, Outdoor Concert Series

DATE: June 1, 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.

Cabaret West Glen, located at 560 South Prairie View Drive, Suite 105, has submitted a sound permit application to cover their outdoor concert series, which is scheduled from 7:00 p.m. to 11:00 p.m. on Friday, June 5th, Friday, July 24th, and Friday, September 18th.

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 the events are being proposed to end at 11:00 p.m., City staff is forwarding this to the City Council for review and approval.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Extended Sound Permit Request made by Cabaret West Glen

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 4-18-15 Fee Received: _____ Permit No. _____

*Applicant's Name: Cabaret West Des Moines, LLC *Phone No. 515-225-1105

*Applicant's **Complete** Address (**include city/state/zip**): 506 S. Prairie View Dr, Ste 105, W. Des Moines, IA 50266

*Applicant's E-mail Address: mtodd@cabaretnightlife.com

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

If yes, explain: For going past alloted time

*Property owner name: World Group

*Property owner address: 560 S. Prairie View Dr. Ste 560

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] 4/28/15

*Property Owner Signature Date

Agent for MREC WG Holdings, LP.

Address of proposed activity: 560 S. Prairie View, Parking lot

(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 Concert Series June 5th, July 24th and September 18th 7-11 pm. Approx. 300 people

*How will the parking for this event be handled? Utilize surrounding parking lot ~~garage~~

****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): Property owner notified which is also owner of neighboring properties

*Describe what measures will be taken, if any, to minimize the effects of this performance on surrounding property owners. Stage is facing away from residential area

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

_____

_____

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.

*Applicant's Signature _____ 4-18-15 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:

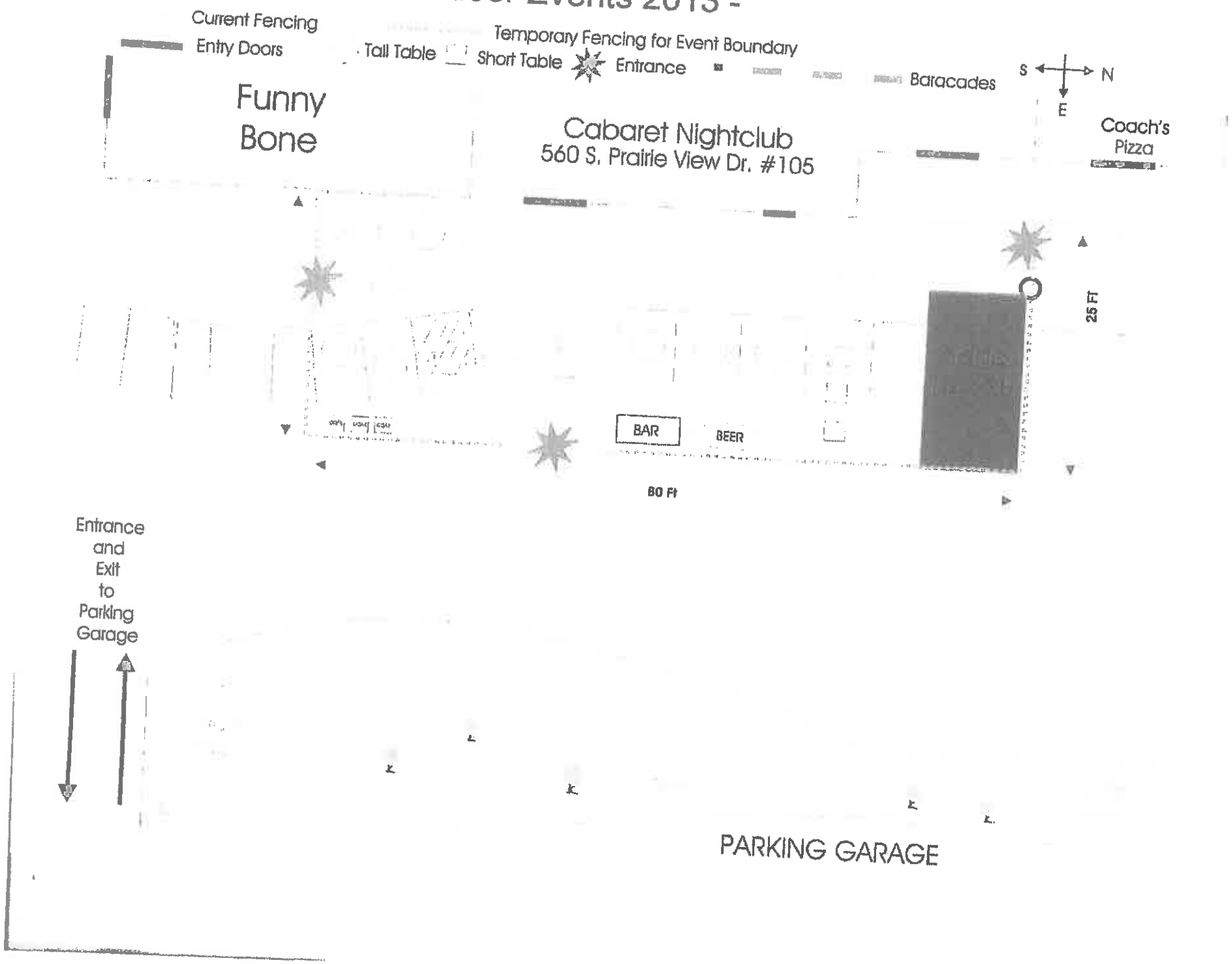
This sound permit is denied based upon the following findings.

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

Cabaret West Glen Outdoor Events 2013 -



CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Extended Sound Permit
Raccoon River Park Nature Lodge
Matthew Zebedee Wedding

DATE: June 1, 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.

Matthew Zebedee has submitted a sound permit application to cover a wedding ceremony/reception at the Raccoon River Park Nature Lodge scheduled for Saturday, June 20, with music lasting until 10:30 p.m.

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.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Extended Sound Permit Request for Wedding at the Raccoon River Park Nature Lodge

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**

Date 5-20-15 Fee Received: $ 22 Permit No. _____

*Applicant's Name: Matthew Zebedee *Phone No. 712-209-2914

*Applicant's **Complete** Address (**include city/state/zip**): 3114 SE Honeysuckle Ct Ankeny, IA 50021

*Applicant's E-mail Address: Matthew_Zebedee@hotmail.com

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

If yes, explain: N/A

*Property owner name: City of West Des Moines

*Property owner address: _____

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.

Katie Watts 5/20/15
*Signature Date

Address of proposed activity: Raccoon River Nature lodge 2500 Grand Ave West Des Moines, IA
(If in a City park, include name of park)

Describe proposed activity, including time(s), **date(s)**, and number of people attending: wedding Reception will be from 4:30 pm to 11:30 pm with music from 4:30 till 10:30pm on June 20th 2015 about 100 guests will be in attendance.

How will the parking for this event be handled? parking on site

****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): N/A

Describe what measures will be taken, if any, to minimize the effects of this performance on surrounding property owners. using only one speaker outside for guests on patio

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

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.

*Applicant's Signature 5-20-15 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:

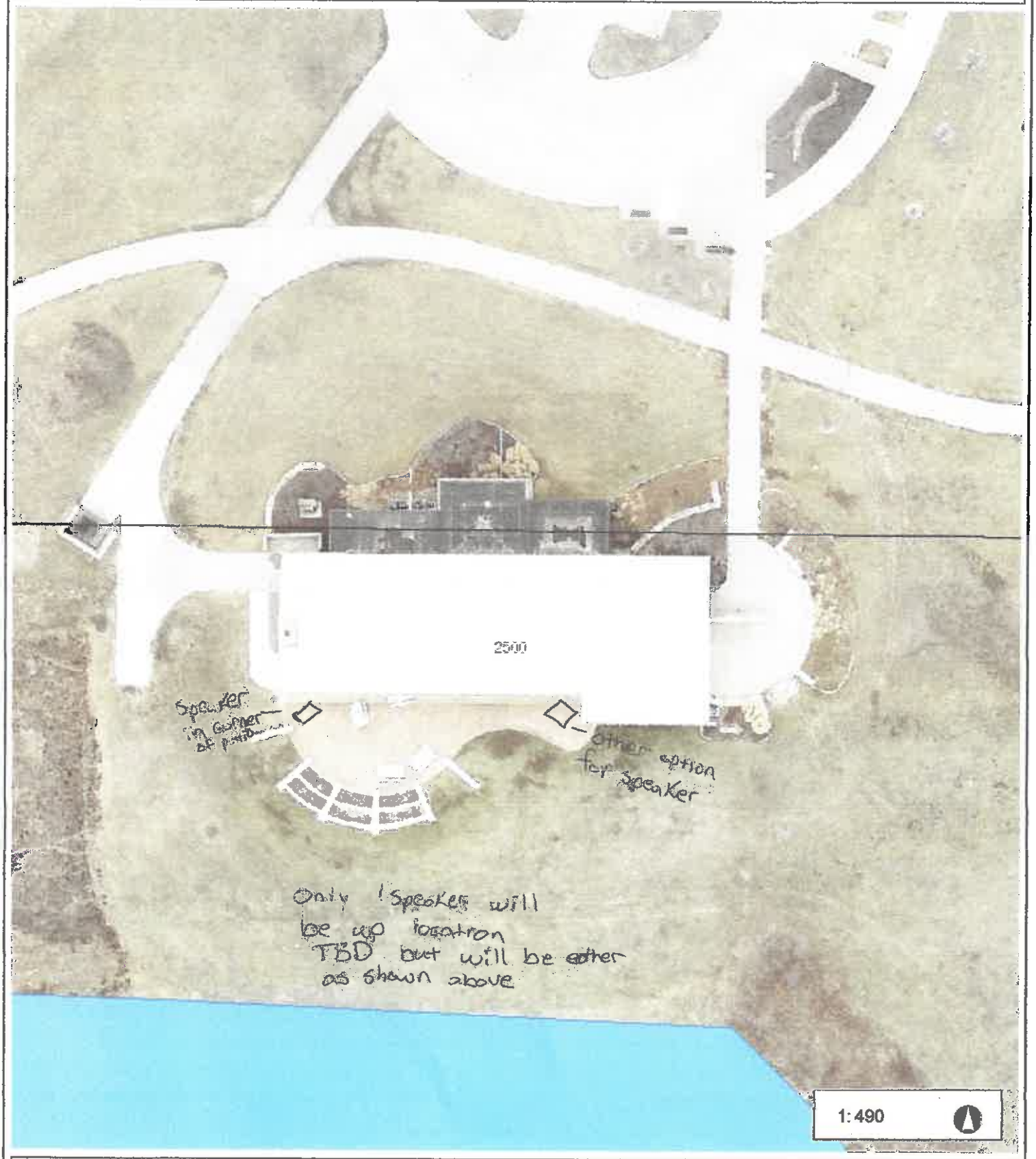
This sound permit is denied based upon the following findings.

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

Raccoon River Nature Park_Nature Lodge - 2500 Grand Ave



81.7 0 40.84 81.7 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

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Extended Sound Permit
Historic Valley Junction Foundation
Independence Day Celebration

DATE: June 1, 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.

The Historic Valley Junction Foundation has submitted a sound permit application to provide music from 4:00 p.m. to 11:00 p.m., on July 3, 2015, for a street dance to take place in the 100 and 200 blocks of 5th Street and in Railroad Park. The street closure for this special event was previously approved by Council on April 6, 2015.

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 11:00 p.m., City staff is forwarding this to the City Council for review and approval.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Extended Sound Permit Request made by the Historic Valley Junction Foundation

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

Date _____ Fee Received: _____ Permit No. _____

*Applicant's Name: Historic Valley Junction Foundation *Phone No. 515-222-3642

*Applicant's Complete Address (include city/state/zip): 137 5th Street, West Des Moines, IA 50265

*Applicant's E-mail Address: events@valleyjunction.com

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: City of West Des Moines

*Property owner address: 4200 Mills Civic Parkway, West Des Moines, IA 50265

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 Date

Address of proposed activity: 100-200 Blocks of 5th Street & Railroad Park
(*If in a City park, include name of park*)

Describe proposed activity, including time(s), date(s), and number of people attending: Independence Day Street Dance Following the WDM Parade - Live music in Railroad Park July 3, 4-11 pm

How will the parking for this event be handled? Public Parking on 4th-6th Streets, side Streets & public lots

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.**

*Please see attached map.

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): Calendar of events posted on VJ website, community calendars, e-blasts & newsletters, ads in local publications

Describe what measures will be taken, if any, to minimize the effects of this performance on surrounding property owners. Paid security & trash detail @ all HVJF events.

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

_____

_____

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.

_____ 3/1/15

*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

WEST DES MOINES FIRE DEPARTMENT

TENT, CANOPY, OR INFLATABLE (MEMBRANE STRUCTURE) PERMIT APPLICATION

Application Date: _____ **Type:** Tent ☐ Canopy ☐ Inflatable (Membrane) ☒

Applicant's Name (print) Historic Valley Junction Foundation

Cell: 319-551-6741 **Office:** 515-222-3642 **Fax:** 515-274-8407

Email Address: events@valleyjunction.com

NOTE: *An email address or fax number is needed to send our tent review and/or permit.*

Name of Event (or Business): Independence Day Street Celebration

Address of Event / Activity: Railroad Park & 100-200 blocks of 5th Street

Proposed use (Meeting, Party/Dance, Meal, etc.): Street Dance

Date(s) of Use: 7/3/15 **Time of Use:** 4-8pm **Alcohol served?** ☒ YES ☐ NO

Scheduled Set-up Date/Time (Completed): set up @ 2pm

STRUCTURE / INFLATABLE INFORMATION

☐ **Structure dimensions:**
Tent #1: _____(ft) X _____(ft) **Tent Sides:** ☐YES __ ☐NO
Tent #2: _____(ft) X _____(ft) **Tent Sides:** ☐YES __ ☐NO
Tent #3: _____(ft) X _____(ft) **Tent Sides:** ☐YES __ ☐NO

Will there be any heating or cooking equipment in the structure? ☐YES ☐NO

If **"Yes"** please explain _____

☒ **Inflatable Info:** **Number of Inflatables:** _____

Description(s) _____

Provider/Vendor of Structure(s) _____

Contact Name: _____ **Office:** _____ **Cell:** _____

I certify the above information is true to the best of my knowledge. I agree to install and to use the tent, canopy, membrane structure in accordance with the West Des Moines Fire Code requirements. I further certify that I have read the permit requirements provided on the back of this application.

Applicant Signature _____ **Printed Name** Jim Miller

Return the following items to: **WDM Fire, 3421 Ashworth Road, Monday – Friday; 8 AM - 4:30 PM.**
(*By mail send to:* WDM Fire Dept, PO Box 65320, WDM, IA 50265-0320)

1. **Completed Application Form with the Permit fee of $50.00.**
2. **Certificate of Flame Resistance.**
3. **Site Plan and Interior Layout (i.e. tables & chairs, stage, etc)**

If the permit application for the tent or inflatable is not received prior to 5 business days of the date of the event, the fee will be $100.00.

[OFFICE USE ONLY]

Application Received Date: _____ Review Date: _____ Inspection Date: _____ Passed: ☐YES ☐NO

Payment Type: ☐ Visa ☐ MC ☐ Cash ☐ Money Order ☐ Check #_____ Receipt No. _____

(Revised Feb 2012)

Independence Day Celebration 2015

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Appointments
Human Services Advisory Board

DATE: June 1, 2015

FINANCIAL IMPACT: None

BACKGROUND:

Mayor Gaer would like to re-appoint to the Human Services Advisory Board for the term 7/1/15 to 6/30/18.

Re-Appointment	Vicky Arroyo	2132 Grand Avenue, #25	988-4916 (h)	
Re-Appointment	Sue Bosworth	1690 Plum Thicket Lane	229-6686 (w)	229-6686 (h)
Re-Appointment	Wendy Ogden	1723 Thornwood Road	974-5213 (w)	224-6445 (h)
Re-Appointment	Robert Shoemaker	3618 148th Street (Urbandale)	978-6892 (h)	

Larry Swanger has served on the Human Services Advisory Board since 2007 and the Mayor and Council thank him for his service to the community. Mayor Gaer would like to appoint Jim Miller to serve a three-year term on the Human Services Advisory Board with an expiration of June 30, 2018.

New Appointment	Jim Miller	423 34th Street	222-3642 (w)

RECOMMENDATION:

Motion – Approve Mayor's recommendation for appointments to the Human Services Advisory Board.

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			
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

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

- ☐ Board of Adjustment
- ☐ Civil Service Commission
- ☐ Library Board of Trustees
- ☐ Plan & Zoning Commission
- ☐ Sister Cities Commission
- ☐ Bicycle Advisory Commission
- ☐ Water Works Board of Trustees
- ☑ Human Services Advisory Board
- ☐ Human Rights Commission
- ☐ Public Arts Advisory Commission
- ☐ Valley Junction Events Committee
- ☐ Other _____

Name: Miller (Last) James (Jim) (First) J (Middle)

Address: 423 34th Street (Street) West Des Moines (City) IA (State) 50265 (Zip)

Occupation: Non-profit executive director

Employer's Name & Address

Historic Valley Junction Foundation (HVJF)

137 5th Street, West Des Moines, IA 50265

Work Phone: 515-222-3642 When can you be reached at this number?: M-F 8-6

Home Phone: Cell on request When can you be reached at this number?: All other

E-mail address: director@valleyjunction.com / jjmilleriowa@aol.com

Length of residence in West Des Moines: 9 years

Please list any previous Board membership positions (City, Church, School, Professional, etc.) and dates of service:

WDM Historical Society (2012-2015), WDM Schools Community Ed (2011-2013)

WDM Community Foundation (2010-2012), WDM A-May-Zing Days (2007-2013)

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

As a resident of West Des Moines, I have great respect for the services that are provided by the Human Services Department. I want to help grow these services, increase awareness of the department, and work to improve the relationship with the Valley Junction business district.

Please list two references other than a family member:

Name: Tammy Cline Relationship: Colleague Phone: 515-440-5601

Name: Mark Rocha Relationship: Colleague Phone: 515-246-2663

Do you sell to, or are you in any manner a part to, any contract to furnish supplies, material, or labor to the City of West Des Moines? No* If so, please list: *HVJF is a current hotel/motel funds recipient.

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

Do you have relatives working for the City? No If so, please give name and relationship.

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

Organization: _____ Contact: _____

Phone Number: _____ Email: _____

Iowa Code Section 69.16A requires City boards/commissions to be gender balanced. Please indicate whether you are male or female.

☑ Male ☐ Female

Applicant Signature: _____ Date: 2/9/2015

Please mail completed application to the office of the City Clerk at the following address:

City of West Des Moines
P.O. Box 65320
West Des Moines, Iowa 50265-0320
ATTN: Ryan Jacobson

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Reappointment
Library Board of Trustees

DATE: June 1, 2015

FINANCIAL IMPACT: None

BACKGROUND:

Mayor Steven K. Gaer recommends the reappointment of current Library Board of Trustees member Louise Gately. Ms. Gately is currently serving her second term on the Board, since her original appointment on July 1, 2007. The proposed reappointment term would expire on June 30, 2019.

Louise Gately	5925 EP True Parkway, #3	229-8757 (w)	225-1242 (h)

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approval of reappointment of Louise Gately to the Library Board of Trustees.

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			
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Motion - Approval of Orders for violations of alcohol law **DATE:** June 1, 2015

FINANCIAL IMPACT: $1,500.00 (positive impact to City)

BACKGROUND:

Pursuant to state law, a municipality may assess a $1,500.00 fine and a thirty (30) day suspension for a second violation against an alcohol permittee who has been found in violation of providing alcoholic beverages to persons under 21 years of age at its respective place of business.

On or about the date referenced on attached Exhibit "A", an employee of the permittee, also referenced on Exhibit "A", was cited for providing an alcoholic beverage to a person under 21 years of age. The City of West Des Moines Legal Department sent a notice of the violation (second offense) and Order to the permittee. The permittee appealed and an administrative law judge affirmed the City's Order. The permittee has paid the $1500.00 fine and the thirty (30 day) suspension begins on June 1, 2015.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION:

It is recommended that the City Council accept payment of the fine regarding the alcohol violation of the permittee as referenced on the attached Exhibit "A".

Lead Staff Member: Greta Truman, Assistant City Attorney

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation			

EXHIBIT "A"

Licensee	D/B/A	Date of Violation	#Violation
Ohana Inc.	Ohana Steak House 2900 University Avenue, Ste. A	November 14, 2014	2nd (minors)

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Purchase and Payment
Esri Small Enterprise License Agreement (ELA) Renewal

DATE: June 1, 2015

FINANCIAL IMPACT: The City authorizing the expenditure of $51,000 to come out of account 0100.60.650.3.3780 as year 1 of a 3 year license. Budgeted funds are available for this purchase.

BACKGROUND: The ITS department asks for the approval of purchase of the Esri Small Enterprise License Agreement renewal (software maintenance) and approval of payment of year 1 of the ELA.

The total amount of the purchase order for each of the 3 years of the agreement is $51,000 and covers the software use for the City, Westcom and West Des Moines Water Works. It is expected that this contract will be renewed every 3 years as long as the City relies on Esri products. This also means that as we purchase computers and/or mobile technologies for users or servers for new applications, we would not have to purchase additional Esri software products as identified in the ELA agreement.

The City's geographic information system (GIS), which masters the authoritative location-based data, is accessed by enterprise and line-of-business applications such as EnerGov (code enforcement, inspections, permitting & planning), Cartegraph Operation Management System (pavement, traffic, fiber optics, sanitary sewer, storm water, parks & trees), Vantage Points (911 dispatch and mobile mapping) and CrimeView (crime mapping).

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approval of purchase and approval of payment year 1 of the Esri Enterprise License Agreement

Lead Staff Member: Chad Olson, GIS Manager CO

STAFF REVIEWS

Department Director	Mark Lumsden, Director, IT Services & CIO MEL
Appropriations/Finance	Tim Stiles TM
Legal	Jason Wittgraf JBW
Agenda Acceptance	Ryan Jacobson RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation			

SMALL
ENTERPRISE LICENSE AGREEMENT
COUNTY AND MUNICIPALITY

Authorized Distributor/Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Enterprise License Agreement ("ELA") is by and between the organization listed on the signature page (**"Licensee"**); **Environmental Systems Research Institute, Inc. ("Esri")**; and, if Licensee is located outside the United States of America (USA), the Authorized Distributor listed on the signature page (**"Authorized Distributor"**). Authorized Distributor is authorized by Esri to provide access to Online Services and provide ELA Maintenance for Enterprise Products and other benefits, as described herein, to Licensee located outside the USA.

This ELA sets forth the terms for Licensee's use of Enterprise Products and incorporates by reference (i) the ELA Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this ELA, the order of precedence for the documents shall be as follows: (i) the ELA Quotation, (ii) Small Enterprise License Agreement, and (iii) the License Agreement. This ELA shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this ELA apply only to the Enterprise Products listed in Table A.

Table A
List of Enterprise Products

Unlimited Quantities

Desktop Software and Extensions
ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Desktop, ArcGIS Data Reviewer

Server Software and Extensions
ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Server, ArcGIS Image Extension for Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities
One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) ArcGIS Online Subscription

Other Benefits

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	**Level 4**
Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested**	**2**
Virtual Campus Annual User License allowance	**10,000**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*ELA Maintenance is not provided for these items.
**Additional sets of backup media may be purchased for a fee.

Licensee may accept this ELA by signing and returning it with an Ordering Document that matches the ELA Quotation and references this ELA. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS ELA WILL GOVERN.** Unless otherwise mutually agreed to, this ELA is effective as of the date of the last signature on the signature page ("Effective Date"), or if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this ELA by reference.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Enterprise Products. Except as provided in Article 4—Enterprise Product Updates, no modifications can be made to this ELA.

This ELA may be executed in duplicate by the parties. An executed separate signature page transmitted through electronic means, such as fax or e-mail, is valid and binding even if an original paper document bearing each party's original signature is not delivered.

Accepted and Agreed:

_____
(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LICENSEE CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

ELA Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the License Agreement, the following definitions apply to this ELA:

"Deploy" means to redistribute and install the Enterprise Products and related Authorization Codes within Licensee's organization(s).

"ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri or its Authorized Distributor to Licensee for the Enterprise Products.

"ELA Quotation" means the Small Enterprise License Agreement offer letter and quotation provided separately by Esri or its Authorized Distributor to Licensee.

"ELA Fee" means the fee set forth in the ELA Quotation.

"Enterprise Products" means the Products identified in Table A—List of Enterprise Products and any updates to such list provided in writing by Esri or its Authorized Distributor.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement incorporated by this reference that is (i) found at http://www.esri.com/legal/software-license; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri, Distributor (if applicable), and Licensee that supersedes such electronically acknowledged license agreement.

"Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Enterprise Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact from which all Tier 1 Support will be given to Licensee.

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.

"Tier 2 Support" means the Technical Support provided by Esri or its Authorized Distributor to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support. Licensees located in the USA will receive Tier 2 Support from Esri. Licensees outside the USA will receive Tier 2 Support from an Authorized Distributor located in the Licensee's region.

2.0—Additional Grant of License

2.1 **Grant of License.** Subject to the terms and conditions of this ELA, Esri grants to Licensee a personal, nonexclusive, nontransferable Term License solely to use, copy, and Deploy quantities of the Enterprise Products listed in Table A for the term provided in Section 3.1—Term (i) for which the applicable license fees have been paid and (ii) in accordance with the License Agreement.

2.2 **Consultant Access.** Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Enterprise Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this ELA and shall ensure that the consultant or contractor discontinues use of Enterprise Products upon completion of work for Licensee. Access to or use of Enterprise Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—Term, Termination, and Expiration

3.1 **Term.** The term of this ELA and all licenses hereunder shall commence on the Effective Date and continue for three (3) years, unless this ELA is terminated earlier as provided herein. Licensee is only authorized to use Deployed Enterprise Products during the term of this ELA. No indefinite term or perpetual license grants are provided with this ELA.

3.2 **No Use upon Expiration or Termination.** All Deployed Enterprise Product licenses and all ELA Maintenance, Virtual Campus access, and User Conference Registrations terminate on expiration or termination of this ELA.

3.3 **Termination for a Material Breach.** Either party may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For government or government-owned entities only, either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

4.0—Enterprise Product Updates

4.1 **Future Updates.** Esri and its Authorized Distributor reserve the right to update the list of Enterprise Products in Table A by providing written notice to Licensee. Licensee may continue to use all Enterprise Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Enterprise Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Enterprise Products schedule at no additional charge. Licensee's use of new or updated Enterprise Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 **Product Life Cycle.** During the term of this ELA, some Enterprise Products may be retired or may no longer be available for unlimited quantity Deployment. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at http://support.esri.com/en/content/productlifecycles. Updates for Enterprise Products in the mature and retired phases may not be available; however, Licensee may continue to use Deployed Enterprise Products for the term of this ELA, but Licensee will not be able to Deploy retired Enterprise Products.

5.0—ELA Maintenance

ELA Maintenance is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in either (i) the most current applicable Esri Standard Maintenance Program document (found at http://www.esri.com/legal) for USA-based Licensees or (ii) the applicable Authorized Distributor software maintenance policy as modified by this Article 5.0—ELA Maintenance. At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Enterprise Products will receive ELA Maintenance. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

a. **Tier 1 Support Provided by Licensee**

1. Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.

2. The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.

5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.

6. Tier 1 Help Desk individuals identified by Licensee are the only individuals authorized to contact Tier 2 Support. Licensee may revise named individuals by written notice.

b. **Tier 2 Support Provided by Esri or Its Authorized Distributor**

1. Tier 2 Support shall log the calls received from Tier 1 Help Desk individuals.

2. Tier 2 Support shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting Tier 1 Help Desk individuals.

5. When the Incident is resolved, Tier 2 Support shall communicate the information to Tier 1 Help Desk individuals, and Tier 1 Help Desk shall disseminate the resolution to the user.

6.0—Endorsement and Publicity

This ELA shall not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Esri or its Authorized Distributor. Licensee agrees that Esri and its Authorized Distributor may publicize the existence of this ELA upon execution.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this ELA. Licensee shall not seek any discount from the OEM partner or Esri based on the availability of Enterprise Products under this ELA. Licensee shall not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration date of this ELA, Licensee shall provide a written report detailing all Deployments to either (a) Esri if Licensee is located in the USA or (b) Authorized Distributor if Licensee is located outside the USA. The report will be subject to audit.

7.3 **Renewal.** Any follow-on ELA will be offered in accordance with then-current ELA pricing and license terms and conditions.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Licensee shall issue an Ordering Document upon execution of this ELA and annually thereafter in accordance with the ELA Quotation. Payment shall be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this ELA. Esri's Federal ID Number is 95-2775-732.

b. Upon receipt of the initial Ordering Document from Licensee, Esri shall authorize download of the Enterprise Products to Licensee for its Deployment activities. If requested, Esri will ship backup media to the ship-to address identified on the Order, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause license fees to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee agrees to pay any such sales or use tax associated with its receipt of tangible media.

c. Esri shall provide Authorization Codes to activate the nondestructive copy protection program that enables the Enterprise Products to operate.

d. Licensee shall Deploy, install, configure, and track the Deployment status of the Enterprise Products.

8.2 Order Requirements

a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.

b. The following information shall be included in each Order (or Ordering Document):

   (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
   (2) Order number
   (3) Applicable annual payment due

9.0—Training

9.1 **Training Description.** Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (http://training.esri.com). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

9.2 Unique Terms for the Small Enterprise Training Package

a. To order training, Licensee must include training in the Ordering Document for the ELA or provide an Ordering Document as required and specified within the ELA that matches the Esri quotation.
b. Where Licensee submits an additional Ordering Document to purchase training days for additional year(s), any unused training days will automatically roll over.
c. An Ordering Document is required annually for each three (3)-year term. Failure to submit an annual Ordering Document will result in the forfeit of unused training days.
d. Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.
e. The training days are available for a period of twelve (12) months, commencing on the Effective Date, and ending when all training days are consumed, whichever is sooner.
f. Esri will invoice for outstanding training expenses where applicable.
g. Training days are not transferable and not refundable for any other Esri products or services.

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Motion –Approve the Memorandum of Understanding for the Central Iowa Code Consortium

DATE: June 1, 2015

FINANCIAL IMPACT: None

BACKGROUND:

This Memorandum of Understanding for the Central Iowa Code Consortium (hereafter the "MOU") is made and entered into by and between such of the following Central Iowa Communities as elect to enter into and sign this MOU:

City of Altoona, City of Ankeny, City of Bondurant, City of Carlisle, City of Clive, City of Des Moines, City of Grimes City of Indianola, City of Johnston, City of Norwalk, City of Pleasant Hill, City of Polk City, City of Urbandale, City of Waukee, City of West Des Moines, City of Windsor Heights, and Dallas County, Polk County; collectively referred to as "Participating Communities"

The Central Iowa Communities are on different code cycles and have different code provisions that can make it difficult and confusing for businesses, developers and citizens to follow and understand code requirements. Central Iowa is in a great position for future growth and consistency among communities will help the metro economy. This (MOU) is a mutual agreement among participating communities for the purpose of creating and implementing a Central Iowa Code Consortium.

Capital Crossroads is a planning effort to assure the central Iowa region (defined as a fifty mile radius from Des Moines) can grow and prosper. It began with eight organizations (including Bravo Greater Des Moines, Community Foundation of Greater Des Moines, Des Moines Area Metropolitan Planning Organization, Greater Des Moines Partnership, Iowa State University, Prairie Meadows, and United Way of Central Iowa) joining together to sponsor the planning process. 50 citizens participated in the steering committee and the effort engaged more than 5,000 people participating through one-on-one interviews, focus groups and online surveys.

One of the Capital Crossroads focus areas, called 'Capitals', is Governance. The purpose of the Governance Capital is to encourage local governments to sustainably manage growth without sacrificing essential public services by considering high-value, consensus based strategies to effectively serve our communities. The Central Iowa Code Consortium began as an initiative of Capital Crossroads.
In the summer of 2012 representatives from many central Iowa governments met to discuss opportunities for greater cooperation and ways to provide more efficient and effective service. As a result of that meeting local governments were asked to approve a 'Resolution in Support for Local Government Collaboration.'

A pilot program was established to identify ways to increase the amount of formal collaboration between cities and counties. 15 cities and three counties partnered with the Taxpayers Association of Central Iowa and Des Moines Area Community College's (DMACC) Business Resources (DBR) in the pilot program. Two functions of government were selected for the pilot; Public Works and Fire/Emergency Medical Services (EMS).

One of the focus areas for the pilot was the fire code and related code adoption processes. A 'Unified Code Team' was established that consisted of volunteers representing fire service and city administration.

The Unified Code Team reviewed the fire codes from many metro communities and identified the

similarities and differences. As the team evaluated the fire codes it became evident that all construction and maintenance codes must work together to make them more efficient and effective. So the Team's discussion expanded to include the building, residential, electrical, energy, fire, mechanical, and plumbing codes. The conversation was expanded to include the property maintenance, existing building, swimming pool and spa, and the fuel gas codes.

The Unified Code Team researched models for providing a unified code approach and found a successful model in southern Nevada. The idea is to create a process where codes will be reviewed and discussed by government and industry leaders with the goal of reaching consensus on code provisions and making recommendations to participating communities. The more consistency there is among central Iowa Communities in adopting and enforcing the aforementioned codes, the fewer barriers there are in growing the regional economy

A full copy of the MOU is attached to this pinkie

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approval

Lead Staff Member: Fire Marshal Mike Whitsell MW

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	Yes	No	Split

MEMORANDUM OF UNDERSTANDING FOR THE CENTRAL IOWA CODE CONSORTIUM

This Memorandum of Understanding for the Central Iowa Code Consortium (hereafter the "MOU") is made and entered into by and between such of the following Central Iowa Communities as elect to enter into and sign this MOU:

City of Altoona, City of Ankeny, City of Bondurant, City of Carlisle, City of Clive, City of Des Moines, City of Grimes, City of Indianola, City of Johnston, City of Norwalk, City of Pleasant Hill, City of Polk City, City of Urbandale, City of Waukee, City of West Des Moines, City of Windsor Heights, and Dallas County, Polk County,; collectively referred to as "Participating Communities"

The Central Iowa Communities are on different code cycles and have different code provisions that can make it difficult and confusing for businesses, developers and citizens to follow and understand code requirements. Central Iowa is in a great position for future growth and consistency among communities will help the metro economy.

This MOU is a mutual agreement among participating communities for the purpose of creating and implementing a Central Iowa Code Consortium.

1. BACKGROUND

Capital Crossroads is a planning effort to assure the central Iowa region (defined as a fifty mile radius from Des Moines) can grow and prosper. It began with eight organizations (including Bravo Greater Des Moines, Community Foundation of Greater Des Moines, Des Moines Area Metropolitan Planning Organization, Greater Des Moines Partnership, Iowa State University, Prairie Meadows, and United Way of Central Iowa) joining together to sponsor the planning process. 50 citizens participated in the steering committee and the effort engaged more than 5,000 people participating through one-on-one interviews, focus groups and online surveys.

One of the Capital Crossroads focus areas, called 'Capitals', is Governance. The purpose of the Governance Capital is to encourage local governments to sustainably manage growth without sacrificing essential public services by considering high-value, consensus based strategies to effectively serve our communities. The Central Iowa Code Consortium began as an initiative of Capital Crossroads.

In the summer of 2012 representatives from many central Iowa governments met to discuss opportunities for greater cooperation and ways to provide more efficient and effective service. As a result of that meeting local governments were asked to approve a 'Resolution in Support for Local Government Collaboration.'

A pilot program was established to identify ways to increase the amount of formal collaboration between cities and counties. 15 cities and three counties partnered with the Taxpayers Association of Central Iowa and Des Moines Area Community College's (DMACC) Business Resources (DBR) in the pilot program. Two functions of government were selected for the pilot; Public Works and Fire/Emergency Medical Services (EMS).

One of the focus areas for the pilot was the fire code and related code adoption processes. A 'Unified Code Team' was established that consisted of volunteers representing fire service and city administration. The Unified Code Team reviewed the fire codes from many metro communities and identified the similarities and differences. As the team evaluated the fire codes it became evident that all construction and maintenance codes must work together to make them more efficient and effective. So the Team's discussion expanded to include the building, residential, electrical, energy, fire, mechanical, and plumbing codes. The conversation was expanded to include the property maintenance, existing building, swimming pool and spa, and the fuel gas codes.

The Unified Code Team researched models for providing a unified code approach and found a successful model in southern Nevada. The idea is to create a process where codes will be reviewed and discussed by government and industry leaders with the goal of reaching consensus on code provisions and making recommendations to participating communities. The more consistency there is among Central Iowa Communities in adopting and enforcing the aforementioned codes, the fewer barriers there are in growing the regional economy

2. PURPOSE OF THE CENTRAL IOWA CODE CONSORTIUM (CICC)

All Participating Communities have a mutual interest and responsibility for code development, adoption and enforcement to protect life, health, property and the environment. The purpose of the consortium is to have a process whereby government and industry can work together to review, discuss and recommend code provisions for consideration by the Participating Communities. Participating Communities will have the final say on the code and code provisions that are adopted for their community.

The Code Consortium will provide the following benefits to Participating Communities:

a. Government and the private sector working together toward having a common voice in code development
b. Similar and consistent code provisions among Participating Communities
c. Assure key stakeholders are involved in the discussion regarding city codes
d. Utilization of local subject matter experts representing the public and private sector in reviewing and recommending code provisions
e. More efficiency and consistency regarding code interpretation and enforcement among Participating Communities
f. More consistency and less confusion among businesses, developers, designers, architects and citizens that work in multiple jurisdictions

An example of how code provisions can be confusing for citizens are codes for swimming pools and open burning which may vary among metro communities. A citizen may discuss a project (such as constructing a fence around an above ground pool) with a co-worker from a neighboring community and assume their community has the same rules. They may purchase the materials for a fence based on the discussion with their co-worker only to find out their community has different fencing requirements. A situation like this may lead to conflict and frustration between the citizen and the code officials in their community.

3. RESPONSIBILITIES UNDER THE MEMORANDUM OF UNDERSTANDING (MOU)

The Code Consortium shall consist of an Executive Committee and Code Committees for each of the codes. All Participating Communities should encourage staff to participate in code reviews and committee discussion whether or not they serve on a committee.

a. EXECUTIVE COMMITTEE

The Executive Committee shall consist of:

- Six code/building officials
- Three Fire Officials
- Two representatives of local government administration (e.g. city/county manager/administrator, planning/community development director)

The purpose of the Executive Committee is to review, discuss, and make recommendations regarding all construction codes as listed previously in this MOU. The CICC will not make recommendations or changes to the administrative provisions of any codes. Permits, permit process, fees, appeals, etc. will be left to each individual community to adopt and amend these provisions as they see fit.

In selecting individuals to serve on the Executive Committee care should be taken to assure the representatives are subject matter experts regarding city codes; when possible each member of the Executive Committee represents a different community; and communities of all sizes and geographic areas across central Iowa are represented. The process to select representatives for the Executive Committee:

- The Mid-Iowa Construction Code Committee (MICCC) shall select six of their members to serve on the Executive Committee. Prior to selecting the representatives an effort should be made by the Committee to reach out to all building officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.
- The Metro Fire Chiefs and Fire Marshals shall select three of their members to serve on the Executive Committee. Prior to selecting the representatives an effort should be made to reach out to all fire officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.

- The Metro Managers Group shall select two of their members or a planning/community development director to serve on the Executive Committee. Prior to selecting the representatives an effort should be made to reach out to all chief administrative officials and planning/community development directors from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.

b. CODE COMMITTEES

A Code Committee will be established to address each of the following codes:

- Electrical/Energy Codes
- Fire Code
- International Building Code (IBC)/International Existing Building Code (IEBC)
- International Residential Code(IRC)
- Mechanical/Plumbing/Fuel Gas Codes
- Pool/Spa/Property Maintenance (residential)
- Joint Fire/Building Committee - this committee will focus on provisions shared between the fire and building codes as determined by the Executive Committee.

Each Code Committee will consist of seven members:

- Four representing government (staff)
- Three representing industry

The purpose of the Code Committees is to review, discuss and make recommendations to the Executive Committee regarding all codes.

- Individuals that are interested in serving on a Code Committee will make an application to the Executive Committee. The Executive Committee will review applications and make appointments to the Code Committees. In selecting individuals to serve on the Code Committees care should be taken to select members that represent large and small communities as well as a geographic balance across central Iowa. Industry should be represented by large and small companies as well as companies that work in many communities in central Iowa. It is important that representatives selected to serve on each committee have subject matter expertise. Below is a list of recommended qualifications and professionals that should be represented on each Code Committee. Care should be taken to assure committee participants meet these qualifications. If there are no individuals that meet these qualifications that are available or willing to serve on the committees, individuals of similar qualifications should be selected.

- Electrical/Energy Code Committee:
    1. Electrical Inspector
    2. Energy Inspector
    3. Code Administrator
    4. State Electrical and/or Energy Representative
    5. Electrical Engineer

6. Master Electrician
7. HERS (Home Energy Rating Systems) Rater or equivalent

- Fire Code Committee:
  1. Chief Fire Officer
  2. Fire Marshal/Inspector
  3. Fire Marshal/Inspector
  4. State Fire Marshal Representative
  5. Fire Alarm/Sprinkler Contractor
  6. Licensed Fire Protection Engineer or NICET 4 certified person
  7. Architect or a person that is a site/safety or health/safety professional

- International Building Code (IBC)/International Existing Building Code (IEBC) Committee:
  1. Building Inspector
  2. Building Official
  3. Building Official/Inspector/Plans Examiner
  4. State Building Code Bureau Representative
  5. Licensed Architect
  6. Structural Engineer
  7. General Contractor (commercial)

- International Residential Code (IRC) Committee:
  1. Building Official
  2. Residential Construction (Combination) Inspector
  3. Residential Construction (Combination) Inspector
  4. Fire Official
  5. Home Builders Association Representative
  6. General Contractor (residential)
  7. Residential Design Professional

- Mechanical/Plumbing/Fuel Gas:
  1. Plumbing Inspector
  2. Code Administrator
  3. Mechanical Inspector
  4. State Mechanical and/or Plumbing Representative
  5. Master Plumber
  6. Master HVAC Professional
  7. Engineer or Mechanical Design Professional

- Pool/Spa/Property Maintenance (residential):
  1. Zoning Administrator/Enforcement Officer
  2. Zoning Administrator/Enforcement Officer
  3. Code Enforcement Officer/Property Maintenance Inspector
  4. Code Enforcement Officer/Property Maintenance Inspector
  5. Pool Installation Contractor
  6. Iowa Landlord Association Representative

7. Neighborhood Association Representative

- Fire/Building Joint Committee:
  1. Building Official
  2. Fire Officer
  3. Plans Examiner (fire and/or building)
  4. State Fire Marshal Construction Design Engineer (Plans examiner)
  5. Licensed Architect
  6. Mechanical Engineer /Fire Protection Professional or closely related field
  7. Passive Fire Protection Product Specialist

4. ADMINISTRATION

The administration of this MOU shall be the responsibility of the Central Iowa Code Consortium Executive Committee. All requests, suggestions, recommendations and questions regarding the administration of the MOU and the operation of the Consortium shall be submitted in writing to the Executive Committee.

This MOU shall become effective upon the date that at least seven (7) Central Iowa Communities have executed a copy of the MOU and delivered an original or certified copy of the executed MOU to the records custodian. This MOU shall remain in effect until it is dissolved by the passage of a resolution by a majority of the Participating Communities supporting the dissolution of the Central Iowa Code Consortium.

a. This MOU may be amended by written agreement between the Participating Communities.
b. The Executive Committee shall have the authority to create, dissolve or amend Code Committees to assure they are functioning in an effective and efficient manner.
c. Any change that significantly alters the purpose, governance, structure or scope of the MOU must be approved by Addendum by the governing body of each Participating Community.
d. If a community desires to become a Participating Community they must provide a written request and documentation that the governing body has approved the MOU to the Executive Committee. The Executive Committee is responsible for approving new Participating Communities
e. A Participating Community that is a party to this MOU may choose to terminate their involvement by providing 90-day written notice to the Executive Committee.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the authorized representatives of the Participating Communities on dates identified below.

CITY OF ALTOONA

Skip Conkling, Mayor Date

CITY OF ANKENY

Gary Lorenz, Mayor Date

CITY OF BONDURANT

Keith Ryan, Mayor Date

CITY OF CARLISLE

Ruth Randleman, Mayor Date

CITY OF CLIVE

Scott Cirksena, Mayor Date

CITY OF DES MOINES

Franklin Cownie, Mayor Date

CITY OF INDIANOLA

Kelly Shaw, Mayor Date

CITY OF JOHNSTON

Paula Dierenfeld, Mayor Date

CITY OF NORWALK

Tom Phillips, Mayor Date

CITY OF POLK CITY

Jason Morse, Mayor Date

CITY OF PLEASANT HILL

Sara Kurovski, Mayor Date

CITY OF URBANDALE

Bob Andeweg, Mayor Date

CITY OF WAUKEE

Bill Peard, Mayor Date

CITY OF WEST DES MOINES

Steve Gaer, Mayor Date

CITY OF WINDSOR HEIGHTS

Diana Willits, Mayor Date

DALLAS COUNTY

Brad Golightly, Chair Date

POLK COUNTY

Angela Connolly, Chair Date

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: June 1, 2015

ITEM: Resolution - Order Construction and Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – Holiday Park Baseball Field Improvements-Phase 3

FINANCIAL IMPACT: None at this time. The preliminary estimated base bid cost of the project is $517,402. An additional estimated $54,577 has been included in Add Alternates. Project expenses will be paid with funds budgeted in FY 15/16 in the Holiday Park Improvements CIP account (6515.75.840.6.7910). The amount available for this project is $520,800.

BACKGROUND: This Resolution is for the renovation of two baseball fields (Fields 6 and 11) in Holiday Park (see attached map showing Phase 3). Work includes demolition, grading, addition of amended topsoil in outfields, storm water drainage infrastructure, new infields and warning tracks, paving of bleacher areas and walkways to meet accessibility requirements, new dugouts and player benches, minor fencing adjustments, new irrigation, new batting cages, electrical improvements, new practice pitching mounds, sodding of outfields, and other small miscellaneous items.

Three Add Alternates have been included for installation of a concrete mowing strip and concrete edging around practice mounds on Field 6, new bleachers for Fields 6 and 11, and a concrete mowing strip and concrete edging around practice mounds on Fields 1, 2 and 5.

OUTSTANDING ISSUES: None.

RECOMMENDATION: That the Council approve the Resolution.

Lead Staff Member: Sally Ortgies

STAFF REVIEWS

Department Director	for Gary Scott
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

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:

Holiday Park Baseball Field Improvements – Phase 3

is hereby ordered constructed according to the Plans and Specifications prepared by Jeffery L. Bruce Company 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 29, 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 the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than four (4) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 o'clock p.m. on **Wednesday, June 17, 2015.**

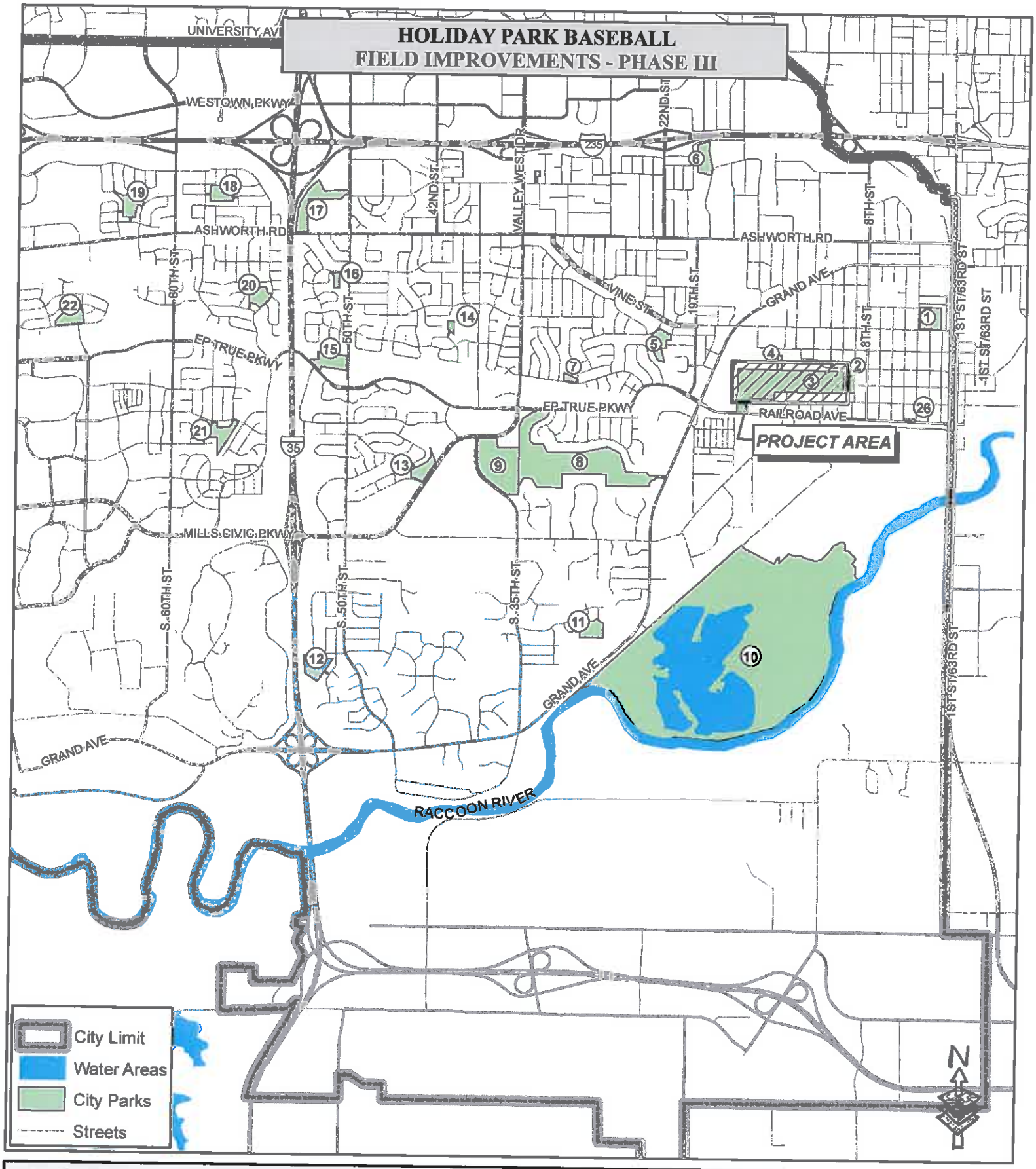
BE IT FURTHER RESOLVED, that bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk or Deputy City Clerk at 2:00 o'clock p.m. on **Wednesday, June 17, 2015** and the results of said bids shall be considered at a meeting of this Council on **June 29, 2015** at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this 1st day of June, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan Jacobson, City Clerk

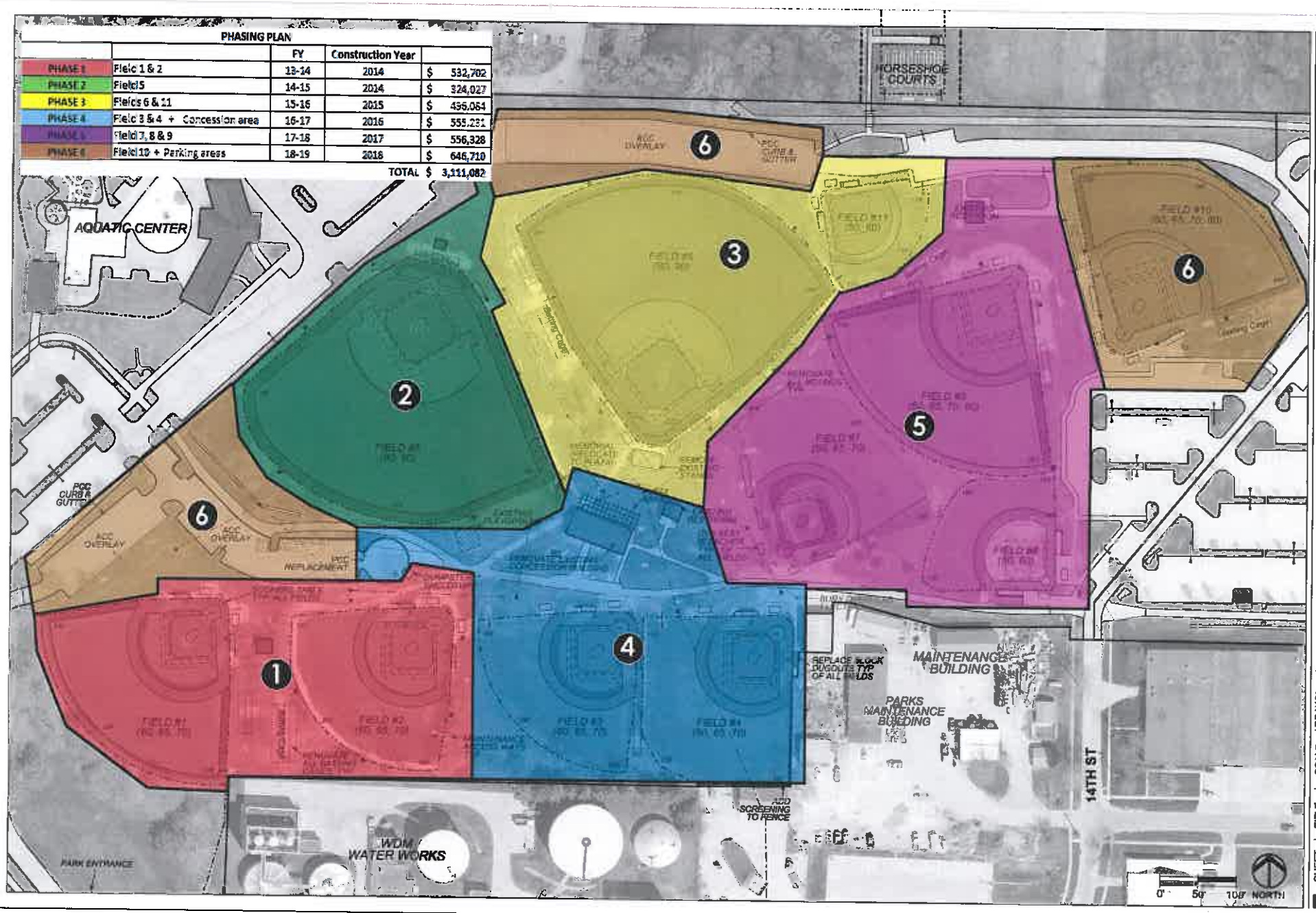


1. Legion Park
2. Wilson Park
3. Holiday Park
4. Florer Park
5. Fairmeadows Park
6. Pearson Park
7. Kiwanis Park
8. East Jordan Creek Park
9. Southwoods Park
10. Raccoon River Park
11. Scenic Valley Park
12. Quail Cove Park
13. Ashawa Park
14. Western Hills Park
15. Jordan Creek Park
16. Knolls Park
17. CrossRoads Park
18. Jaycee Park
19. Peony Park
20. Meadowview Park
21. Willow Springs Park
22. Wild Rose Park
23. Brookview Park
24. Valley View Park
25. Maple Grove Park
26. Railroad Park
27. Huston Ridge Park
28. Woodland Hills Park

THE CITY OF WEST DES MOINES

PHASING PLAN

		FY	Construction Year	
PHASE 1	Field 1 & 2	13-14	2014	$ 532,702
PHASE 2	Field 5	14-15	2014	$ 324,027
PHASE 3	Fields 6 & 11	15-16	2015	$ 496,064
PHASE 4	Field 3 & 4 + Concession area	16-17	2016	$ 555,231
PHASE 5	Field 7, 8 & 9	17-18	2017	$ 556,328
PHASE 6	Field 10 + Parking areas	18-19	2018	$ 646,710
			TOTAL	$ 3,111,082



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

MARKED	BY
08/04/13	

DATE 07/05/13

HOLIDAY PARK BASEBALL COMPLEX

WEST DES MOINES IOWA

DRAWN: MA

REVIEWED:

SCALE 100 scale (11 x 17)

TITLE PHASING PLAN

SHEET 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE: June 1, 2015**

Resolution - Ordering Construction
22nd Street & Kingman Avenue Turn Lane Extension

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the 22nd Street & Kingman Avenue Northbound Left-Turn Lane Extension Project is $69,299.50. Payments will be made from budgeted account no. 4054.75.820.6.7910.

BACKGROUND:

This project is to lengthen the existing northbound left-turn lane to provide more storage capacity. To alleviate disruption to traffic, work on the project would be allowed at night and weekends, with the exception of pavement removal operations which would only be allowed during the day.

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, June 10, 2015, and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, June 15, 2015. The contract would be awarded on Monday, June 15, 2015, and work will begin shortly thereafter. Work is scheduled to be completed by September 15, 2015.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of the 22nd Street & Kingman Avenue Turn Lane Extension Project.
- Fixing 2:00 p.m. on Wednesday, June 10, 2015, as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

Lead Staff Member: Eric R. Petersen, P.E., Traffic 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
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	May 26, 2015		
Recommendation	Yes	No	Split

Resolution Ordering Construction and
Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Directing Advertisement for Bids

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

22nd Street & Kingman Avenue Turn Lane Extension
Project No. 0510-060-2014

is hereby ordered to be constructed according to the Plans and Specifications prepared by the Engineering Division of the City of West Des Moines and now on file in the office of the City Clerk.

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, June 15, 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 the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than four (4) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, June 10, 2015.

BE IT FURTHER RESOLVED, that the bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 p.m. on Wednesday, June 10, 2015, and the results of said bids shall be considered at a meeting of this Council on Monday, June 15, 2015, at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED 1st day of **June, 2015.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

OLSSON ASSOCIATES

Opinion of Probable Construction Cost (Final)

22nd Street Northbound Left Turn Lane Extension (at Kingman Avenue)

West Des Moines, IA

WDM Project Number: 0510-060-2014

Date: 5.26.2015

Olsson Project Number: 014-2237

Item	Item Description	Quantity	Unit	Unit Cost	Total Cost
2.1	Subgrade Preparation	433	SY	$5.00	$2,165.00
7.1	Concrete Median	146	SY	$65.00	$9,490.00
7.2	Pavement, PCC, 8", Reinforced, C-QMC	433	SY	$75.00	$32,475.00
7.3	Pavement Overlay, HMA, 3"	287	SY	$20.00	$5,740.00
7.4	Pavement Removal	433	SY	$25.00	$10,825.00
11.1	Construction Survey	1	LS	$2,500.00	$2,500.00
11.2	Painted Pavement Markings, Waterborne	2.09	STA	$50.00	$104.50
11.3	Temporary Traffic Control	1	LS	$6,000.00	$6,000.00

PROJECT TOTAL **$69,299.50**

LICENSED PROFESSIONAL ENGINEER
JEREMY S. SHEPHERD
21186
IOWA

I HEREBY CERTIFY THAT THIS ENGINEER ESTIMATE OF CONSTRUCTION COSTS WERE 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.

SIGNATURE: 5/26/15

NAME: JEREMY S. SHEPHERD DATE

Location Map

N

0 500 1,000 Feet

22nd St. & Kingman Ave.
Northbound Left-Turn Lane Extension
Olsson Associates
0510-060-2014

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: **June 1, 2015**

ITEM:

Resolution - Accepting Work
2014 HMA Resurfacing Program
OMG Midwest, Inc. dba Des Moines Asphalt & Paving

FINANCIAL IMPACT:

The total construction cost for the 2014 HMA Resurfacing Program was $1,673,871.67 which was paid from budgeted Account No. 4253.75.820.6.7910. The original cost of the project was $1,700,285.06. There were (3) Change Orders on the project that totaled ($26,413.39).

BACKGROUND:

OMG Midwest, Inc. dba Des Moines Asphalt & Paving was working under an agreement dated August 11, 2014, for construction services for the 2014 HMA Resurfacing Program.

This project resurfaced various locations in the City of West Des Moines. Types of work included approximately 3,847 tons of 1 million ESAL 1/2" Hot Mix Asphalt (HMA) surface course, 79 tons of 1 million ESAL 1/2" HMA leveling course, 3,407 tons of 3 million ESAL 1/2" Hot Mix Asphalt (HMA) surface course, 3,407 tons of 3 million ESAL 1/2" Hot Mix Asphalt (HMA) intermediate course, 19,659 square yards of surface milling, surface cleaning/tack coat, 967 square yards of PCC full depth patching, 1,096 square yards of HMA full depth patching, 1,100 square yards of HMA partial depth patching, 6,470 square yards of grinding butt joints, fixture adjustments, pavement markings, earth and granular shoulders, traffic control, and miscellaneous items.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Work

Lead Staff Member: Jeffrey L. Nash, P.E. JLN

STAFF REVIEWS

Department Director	Bret Hodne, Public Works Director
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)			
Published In		Committee	Public Works		
Dates(s) Published		Date Reviewed	May 26, 2015		
		Recommendation	Yes	No	Split

S:\PWENGR\51014\014 2014 HMA Resurfacing Program\Pinkies\Accepting Work.docx

Resolution Accepting Work

WHEREAS, on August 11, 2014, the City Council entered into a contract with OMG Midwest, Inc. dba Des Moines Asphalt & Paving of Ankeny, Iowa, for the following described public improvement:

2014 HMA Resurfacing Program
0510-014-2014

And,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on June 1, 2015.

Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is $1,673,871.67 as shown in said report.

PASSED AND APPROVED this **1st** day of **June, 2015**.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

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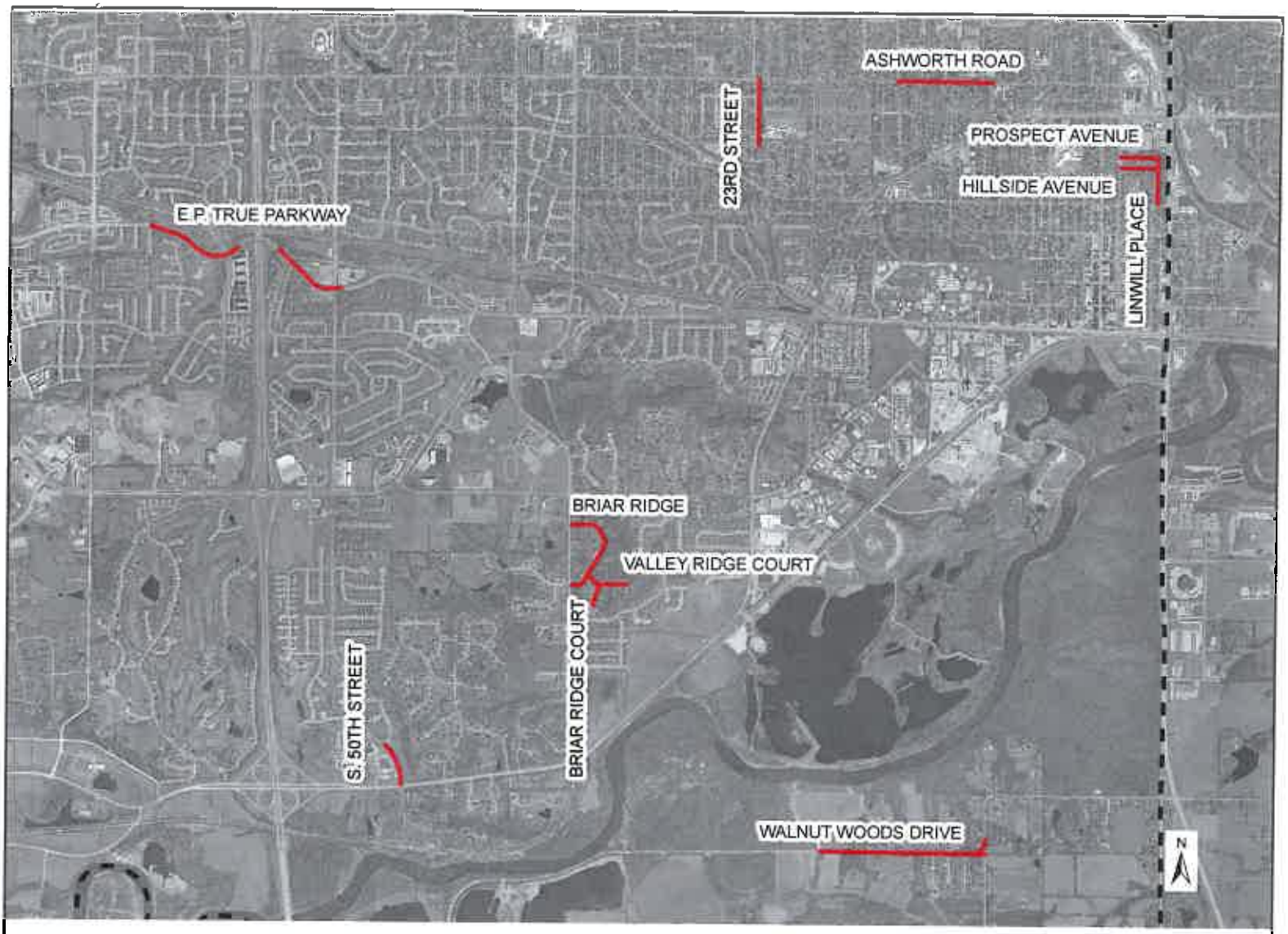

VICINITY MAP

LEGEND

PROJECT LOCATIONS

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:	**2014 HMA RESURFACING PROGRAM 0510-014-2014**
LOCATION:	**VARIOUS**
DRAWN BY: REF	DATE: 7/22/2014 — SHT. 1 OF 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: June 1, 2015

ITEM:

Resolution – Accepting Work
139 6th Street Fiber Optic Connection Project

FINANCIAL IMPACT:

The total construction cost for the 139 6th Street Fiber Optic Connection was $48,802.60. Payments will be paid from budgeted account no. 7003.75.830.6.7910.

BACKGROUND:

Baker Electric, Inc. was working under an agreement dated August 25, 2014 for the installation of fiber optic cable to the new Human Services building at 139 6th Street. Work on this project is complete.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Work

Lead Staff Member: Jim Dickinson, P.E. JD

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)		**SUBCOMMITTEE REVIEW** (if applicable)			
Published In		Committee	Public Works		
Dates(s) Published		Date Reviewed	May 26, 2015		
		Recommendation	Yes	No	Split

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Resolution Accepting Work

WHEREAS, on August 24, 2014, the City Council entered into a contract with Baker Electric, Inc. for the following described public improvement:

139 6th Street Fiber Optic Connection Project
Project No. 0510-002-2015

And,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on August 24, 2014.

Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been completed in accordance with plans and specifications and the total final construction cost of said improvement is $48,802.60 as shown in said report.

PASSED AND APPROVED this **1st** day of **June, 2015.**

_____
Steven K. Gaer, Mayor

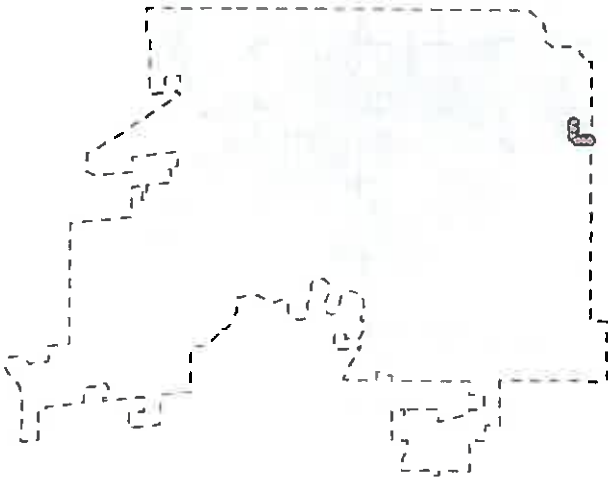
ATTEST:

_____
Ryan Jacobson
City Clerk

VICINITY MAP

LEGEND

PROJECT LOCATION



LEGEND

PROJECT LOCATION

N

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:	**139 6th STREET FIBER OPTIC CONNECTION PROJECT 0510-002-2015**	
LOCATION:	**VALLEY JUNCTION AREA**	
DRAWN BY: JKP	DATE: 08/2/2014	SHT. 1 OF 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

4(k)

DATE: **June 1, 2015**

ITEM:

Resolution – Acceptance of Iowa Department of Transportation Traffic Safety Improvement Program Funds (TSIP) for Pedestrian Signal Countdown Displays.

FINANCIAL IMPACT:

The City is receiving $27,060 in TSIP funds to purchase pedestrian signal countdown displays at 36 intersections in West Des Moines that do not currently have the pedestrian countdown display. The City would pay for the project and be reimbursed by the Iowa DOT. The Traffic Safety Improvement Program funds will be available July 1, 2015.

BACKGROUND:

The Iowa DOT administers the Traffic Safety Improvement Program on a statewide competitive application basis to provide funding for traffic safety improvements.

This project will be for the purchase of traffic signal equipment required for the installation pedestrian signal countdown displays at 36 existing signalized intersections at various locations throughout the City. It is anticipated City Traffic Signal Technicians will be doing the installation of the equipment. This will equip all intersections that use pedestrian signals with pedestrian signal countdown displays.

RECOMMENDATION:

City Council Adopt:

- Resolution accepting TSIP funds for the purchase of pedestrian signal countdown display equipment.

Lead Staff Member: **Jim Dickinson, P.E.**

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	May 26, 2015		
Recommendation	**Yes**	No	Split

RESOLUTION ACCEPTING
TRAFFIC SAFETY IMPROVEMENT PROGRAM (TSIP) FUNDS

WHEREAS, the City Council of the City of West Des Moines strongly promotes the reduction of traffic congestion and the safe, continuous operation of the city's traffic control signals and has been awarded Traffic Safety Improvement Program (TSIP) funds to purchase pedestrian signal countdown display equipment at 36 intersections in West Des Moines.

therefore,

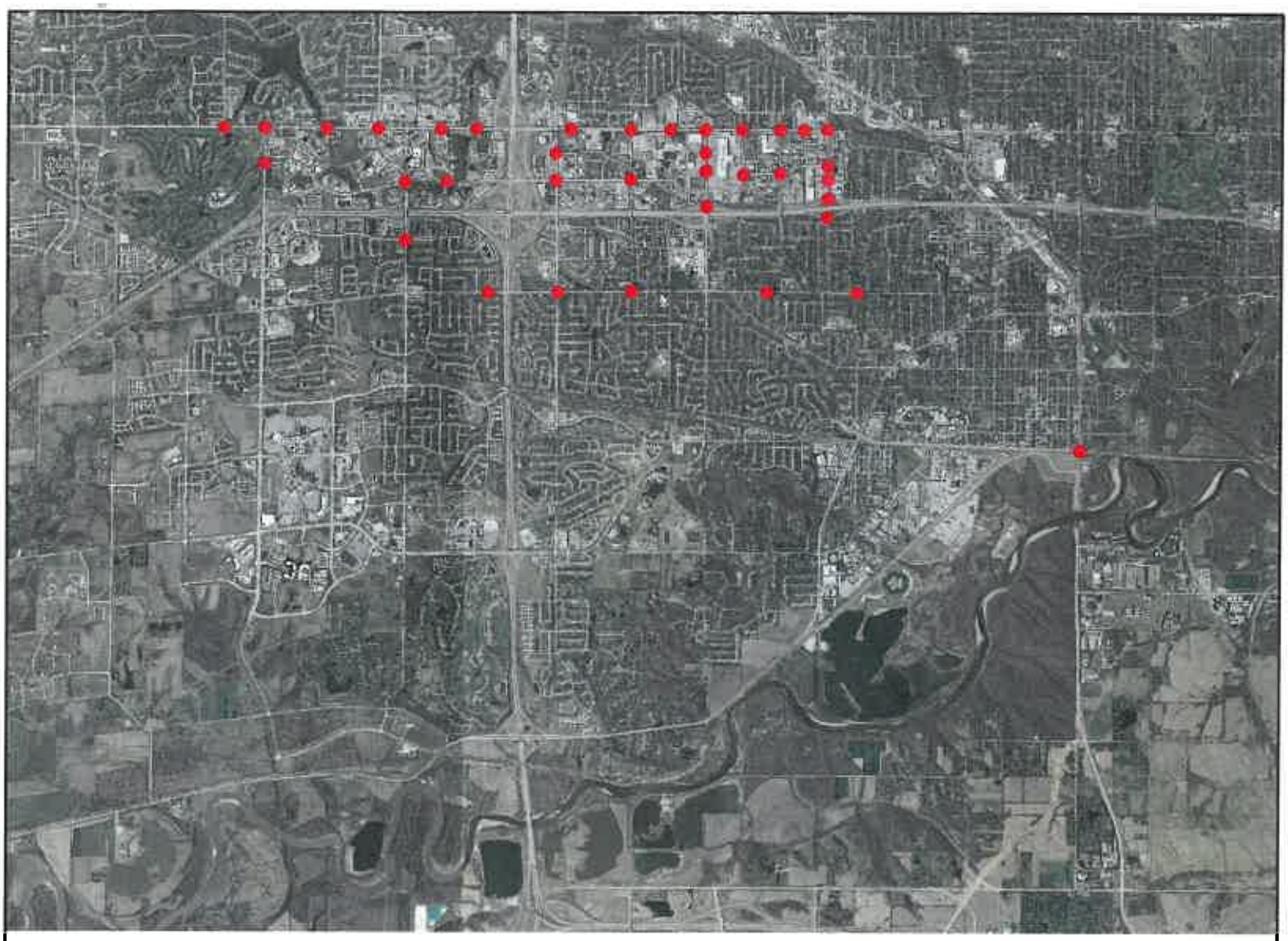
BE IT RESOLVED, authorization is given to the City Clerk to sign the agreement for Iowa Department of Transportation Traffic Safety Improvement Program (TSIP) funds for the purchase of pedestrian signal countdown display equipment at 36 intersections in West Des Moines.

PASSED AND APPROVED this **1st** day of **June, 2015**.

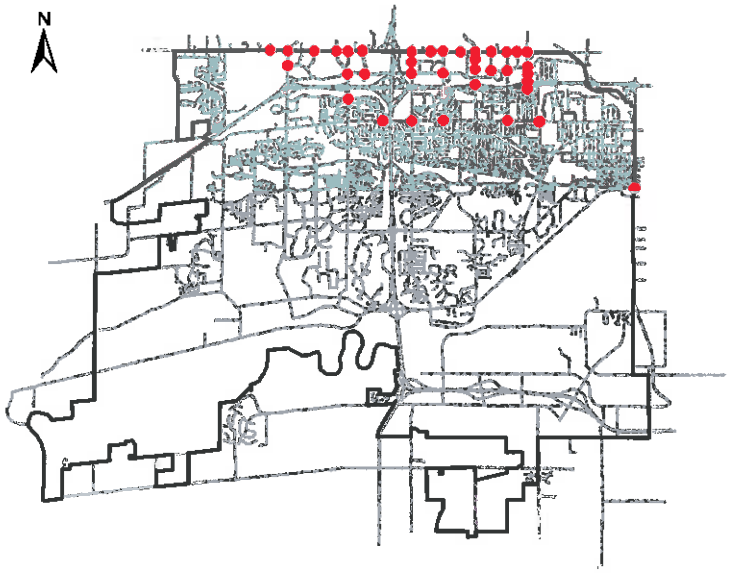
_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk



VICINTY MAP



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:
TSIP Funding Pedestrian Countdown Clock Signal

LOCATION:
Various Locations Within West Des Moines

DRAWN BY: REF	DATE: 8/11/2014	SHT. 1 OF 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE: June 1, 2015**

Approval of 28E Agreement for Mutual-Aid Assistance for Polk County Fire/Rescue Services.

FINANCIAL IMPACT:

None.

BACKGROUND:

The Current Polk County 28E Agreement was signed by twenty-nine (29) Polk County jurisdictions in 2002. Input for this document included numerous opportunities at the Polk County Fire Chief Meetings and communications, as well as City Legal Department Reviews.

The purpose of this update is to incorporate current provisions and requirements of Iowa Code Section 28E. There were no other material modifications to this document.

OUTSTANDING ISSUES (if any):

None

RECOMMENDATION:

Approval of 28E Agreement for Mutual-Aid Assistance for Polk County Fire/Rescue Services effective July 1, 2015.

Lead Staff Member: Matt Sonnenburg, Interim Fire Chief

STAFF REVIEWS

Department Director	Matt Sonnenburg, Interim Fire Chief
Appropriations/Finance	N/A
Legal	Jason Wittgraf, Assistant City Attorney JBW
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety Committee		
Date Reviewed	May 27, 2015 by email		
Recommendation	Yes	~~No~~	~~Split~~

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CHAPTER 28E AGREEMENT BY AND BETWEEN THE JURISDICTIONS PARTICIPATING IN MUTUAL ASSISTANCE WITH POLK COUNTY FIRE/RESCUE SERVICES

WHEREAS, the cities of Altoona, Ankeny, Bondurant, Carlisle, Clive, Des Moines, Elkhart, Granger, Grimes, Huxley, Indianola, Johnston, Madrid, Maxwell, Mitchellville, Norwalk, Pleasant Hill, Polk City, Slater, Urbandale, Waukee, West Des Moines, and Windsor Heights, Camp Dodge, Camp Township, Delaware Township, the Des Moines Airport Authority, the North Warren County Fire Department, and Saylor Township provide fire/rescue services and/or emergency medical services in Polk County and/or its adjoining counties; and

WHEREAS, the 2002 Agreement has been in force for thirteen years and should be updated; and

WHEREAS, the governing bodies of each party are desirous of entering into this 28E Agreement, the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel and/or equipment.

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

1. The 28E Agreement for the Polk County Mutual Aid 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 on the Agreement.

PASSED AND APPROVED this 1st day of June, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Polk County Fire/Rescue Services

WHEREAS, the undersigned entities ("Party" or collectively "Parties") provide fire/rescue services and/or emergency medical services ("Emergency Services") in Polk County and/or the adjoining counties of Boone County, Dallas County, Story County and Warren County ("adjoining counties"); and

WHEREAS, there has been a long standing Mutual Aid Agreement among Polk County fire/rescue and emergency medical services and/or other entities to provide mutual aid in Polk County and adjoining counties in a time of need;

WHEREAS, the current Mutual Aid Agreement is entitled 28E Agreement for Mutual Assistance for Polk County Fire/Rescue Services and is filed with the Iowa Secretary of State at 10:00 a.m. on December 26, 2003, numbered M025293, and recorded with a number of County Recorders, including Boone, Polk, Story and Warren County ("2002 Agreement"); and

WHEREAS, the 2002 Agreement has been in force for thirteen years and should be updated; and

WHEREAS, the Parties have a desire to assist each other in time of need; and

WHEREAS, the Parties each maintain adequate Emergency Services equipment and personnel to respond to the normal emergencies occurring within their respective jurisdictions; and

WHEREAS, situations may arise in regard to medical and fire/rescue emergencies or circumstances which exhaust available personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time; and

WHEREAS, to combat such emergency situations, it is desirable for the Parties to render needed Emergency Services upon a reciprocal basis; and

WHEREAS, the governing bodies of each party are desirous of entering into this 28E Agreement ("Agreement"), the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. Incorporation of Recitals

The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

II. Definitions

A. Mutual Aid. The assistance of Emergency Services personnel and equipment provided by one Party ("Assisting Party") and requested by the other Party ("Assisted Party") to this Agreement.

B. Incident Commander. The person who, by virtue of his/her position with the Assisted Party, is responsible for the overall command and direction of the Emergency response activities.

C. Emergency. Any situation where a Party, due to lack of personnel or training, special equipment needs or magnitude of event, and based upon actual circumstances, concludes that assistance is needed to protect life and/or property within its jurisdiction. The Parties contemplate an Emergency to involve short duration, defined in hours rather than days.

III. Purpose

This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide for Mutual Aid in case of an Emergency arising within the jurisdiction of the Parties to this Agreement.

IV. Request for Assistance

All requests for Mutual Aid in an Emergency shall be made by the Emergency Medical Services Director, Fire Chief or designee of the Assisted Party. Such requests shall state the exact nature of the Emergency and shall include the amount and type of equipment and the number and skills of personnel required, and shall specify the location where the personnel and equipment are needed. The final decision of type and amount of equipment and number of personnel to be provided by the Assisting Party to the Assisted Party shall be at the sole discretion of the Assisting Party. Further, the Assisting Party shall be held harmless by the Assisted Party from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the Assisted Party.

V. Authority Over Joint Operations

The Incident Commander of the Assisted Party shall retain overall control of all Emergency response activities. The ranking supervisor of the Assisting Party shall remain in command of his/her personnel and equipment subject, however, to the direction and control of the Incident Commander.

VI. Liability

Employees or volunteers of either Party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment or volunteer status with such Party. Under no circumstances are employees or volunteers of one Party to be considered employees or volunteers of the other Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this Agreement, whether the damages, costs injury or death occurs at an Emergency in the Party's own jurisdiction or in the jurisdiction of the other Party.

Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the Other Party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or the death of or injury to private persons, arising from services of response rendered pursuant to this Agreement. Provided, however, the Assisted Party shall indemnify, defend and hold harmless the Assisting Party where any suits, actions, debts, damages, costs, charges or expenses arise from execution of a specific command or order pursuant to paragraph V of this Agreement.

Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

VII. Compensation

For fire/rescue services, no Party shall be required to reimburse any other Party for the cost of providing the fire department services set forth in this Agreement. Each Party shall pay its own costs for responding to calls.

The Party transporting a patient from an emergency location to a medical facility will be responsible for billing the patient for services rendered.

If the Assisting Party provides supplemental services or a higher level of medical services than the Assisted Party, such as paramedic services, the Assisted Party may bill the patient for the supplemental services pursuant to accepted billing standards. In the event the Assisted Party does not charge for ambulance services, the Assisting Party will bill the patient for services rendered and retain one hundred percent (100%) of fees collected.

The Assisting Party may bill the responsible person (as defined by Iowa Administrative Code Sections 133.2 and 133.3) at a hazardous substance or condition incident (as defined in Iowa Administrative Code Section 133.1(2)) to reclaim costs associated with responding to the incident.

VIII. Termination

This Agreement may be terminated with respect to that Party for any reason by any Party by giving written notice, by certified mail to the President of the Polk County Fire Chief's Association. This Agreement shall thereafter terminate, with respect to that Party only, sixty (60) days from the date of receipt of termination notice. Upon termination, said terminating Party shall have no further responsibility or obligation or benefits from the other Parties to the Agreement, under this Agreement, except as provided herein.

IX. Effective Date

This Agreement shall be in full force and effect at 12:01 a.m., July 1, 2015, by and between the Parties who have obtained approval hereof by their respective governing bodies. Prior to July 1, 2015, the President of the Polk County Fire Chief's Association shall have filed this Agreement with the Iowa Secretary of State as required by Iowa Code section 28E.9. This Agreement shall remain in full force and effect for an indefinite period of time from the effective date hereof until terminated as provided in paragraph VII.

X. Prior Mutual Assistance Agreements

This Agreement supersedes the 2002 Agreement in full.

XI. Amendments

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, and executed by the authorized representatives of all Parties. Any and all amendments must comply with the provisions of Iowa Code section 28E.8. Any and all such requirements shall be done by the then presiding President of the Polk County Fire Chief's Association or President's designee.

XII. Validity

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of this Agreement that are valid shall continue in full force and effect.

XIII. No Separate Entity Created -- Administration

It is the Intent of the Parties not to create a separate legal entity or administrative agency under this Agreement. The then presiding President of the Polk County Fire Chief's Association shall serve as Administrator of this undertaking.

XIV. No Real or Personal Property

No real or personal property will be acquired, held or disposed of during this undertaking as no separate entity has been created.

XV. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

XVI. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

28E AGREEMENT FOR MUTUAL ASSISTANCE
for Polk County Fire/Rescue Services

Participating Jurisdictions

Jurisdiction:	Date Signed:
City of Altoona	_____
City of Ankeny	_____
City of Bondurant	_____
Camp Dodge	_____
Camp Township	_____
City of Carlisle	_____
City of Clive	_____
Delaware Township	_____
City of Des Moines	_____
Des Moines Airport Authority	_____
City of Elkhart	_____
City of Granger	_____
City of Grimes	_____
City of Huxley	_____
City of Indianola	_____
City of Johnston	_____
City of Madrid	_____
City of Maxwell	_____
City of Mitchellville	_____
North Warren County Fire Department	_____
City of Norwalk	_____
City of Pleasant Hill	_____
City of Polk City	_____
Saylor Township	_____
City of Slater	_____
City of Urbandale	_____
City of Waukee	_____
City of West Des Moines	_____
City of Windsor Heights	_____

28E AGREEMENT FOR MUTUAL ASSISTANCE
for Polk County Fire/Rescue Services

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

Effective Date: **July 1, 2015**

City of West Des Moines

Mayor

Dated

Attest

Dated

Fire Chief

5/28/15
Dated

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: June 1, 2015

ITEM:

Resolution - Approval of Amendment to 28E Agreement with Warren County
Joint Maintenance of Corporate Line Roads

FINANCIAL IMPACT:

City has assumed joint responsibility with Warren County for roadway maintenance in newly annexed areas. Costs associated with this area were factored into the current fiscal year budget.

BACKGROUND:

This is an update of our current 28E Agreement with Warren County. Changes in the 28E Agreement reflect the changing character of certain roads by development of adjacent properties which are now in whole or part, in the corporate boundaries of West Des Moines. These areas are Adams Street [between South Orilla Road (County Highway R45) and S. 35th Street (County Road 30th Avenue)]; Adams Street [between S. 35th Street (County Road 30th Avenue) and the West Des Moines Corporate limits]; and S. 35th Street (between Adams Street and the West Des Moines Corporate limits).

RECOMMENDATION:

City Council Adopt:

- Resolution approving amendment to 28E Agreement with Warren County and authorizing Mayor to execute Agreement.

Lead Staff Member: Bret Hodne, Director of Public Works BH

STAFF REVIEWS

Department Director	Bret Hodne, Public Works Director
Appropriations/Finance	Tim Stiles, Finance Director TS
Legal	Richard Scieszinski RJS
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	**Public Works**		
Date Reviewed	**May 26, 2015**		
Recommendation	**Yes**	**No**	**Split**

RESOLUTION

WHEREAS, there is an existing Agreement between Warren County and the City of West Des Moines in accordance with provisions of Chapter 28E, Code of Iowa, providing for the joint maintenance and servicing of several corporate line roads, all within Warren County, Iowa, and;

WHEREAS, Warren County and the City of West Des Moines desire to establish a new Agreement under the provisions of Chapter 28E, 2015 Code of Iowa, and;

WHEREAS, under Chapter 28E of the 2015 Code of Iowa, the County Board of Supervisors for Warren County, as a public agency, may enter into an Agreement with the City of West Des Moines, another public agency, to provide services to the mutual advantage of both agencies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WEST DES MOINES, IOWA, that the 28E Agreement, a copy of which is hereto attached, be duly approved and is authorized to be filed in the office of the Iowa Secretary of State and all things necessary to place said 28E Agreement in full force and effect in accordance with Chapter 28E, Code of Iowa, 2015, is herewith authorized.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized and directed to prepare and execute all documents necessary for this 28E Road Maintenance Agreement, and the City Manager and City Clerk are directed to file the same with the Iowa Secretary of State as provided by Chapter 28E.

IN WITNESS WHEREOF, the parties here to have set their hands, for the purpose herein expressed.

PASSED AND APPROVED this **1st** day of **June, 2015.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan Jacobson, City Clerk

S:\PWENG\0060-010

28E AGREEMENT BETWEEN THE CITY OF WEST DES MOINES, IOWA, AND WARREN COUNTY, IOWA

THIS AGREEMENT, made and entered into by and between Warren County, Iowa, (which hereinafter may be referred to as "Warren County" or "County") and the City of West Des Moines, Iowa (which hereinafter may be referred to as "West Des Moines", or "City"), in accordance with provisions of Chapter 28E, Code of Iowa, 2015. The purpose of this Agreement shall be to provide joint exercise of the respective powers and duties of the County and City hereto in connection with the joint maintenance of certain roads and rights-of-way which are under the jurisdiction by both the County and the City. This Agreement shall become binding upon each party after approval by the City Council of West Des Moines and the Board of Supervisors of Warren County. This document shall supersede any and all other documents pertaining to mutual agreement between the City and Warren County for joint maintenance of certain roads and rights-of-way.

WITNESSETH:

WHEREAS, there are certain existing and corporate line roadways and rights-of-way and new roadways and rights-of-way within areas surrounded by and included in the corporate boundaries of the City and are presently being maintained by Warren County; and

WHEREAS, under Chapter 28E of the Code of Iowa, 2015, the County Board of Supervisors for Warren County, as a public agency, may enter into an Agreement with the City of West Des Moines, another public agency, to provide services to the mutual advantage of both agencies; and

WHEREAS, there is an existing Agreement between the County and City in accordance with provisions of Chapter 28E, Code of Iowa, 2015, providing for the joint maintenance and servicing of corporate line road(s), within Warren County, Iowa, and;

WHEREAS, due to the changing character of certain roads by development of adjacent properties, the County and City desire to execute a revised Agreement under the provisions of Chapter 28E, Code of Iowa, 2015, to provide for roadway and rights-of-way maintenance and services of existing and new corporate boundary roadways within and adjoining the City and within Warren County, as designated in Attachment A.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. Termination of Existing Agreements. The existing agreement between Warren County, Iowa, and the City of West Des Moines, Iowa, established in accordance with provisions of Chapter 28E, Code of Iowa, 2003, and approved by the Warren County Board of Supervisors on the 21st day of November, 2006, and the City Council of the City of West Des Moines on the 25th day of September, 2006, and providing for the joint maintenance by the County and City of certain common roadways all within Warren County, Iowa, is herewith terminated and shall no longer be in effect upon the approval and acceptance of this Agreement as provided herein.

2. Adams Street (Between South Orilla Road (County Highway R45) and S. 35th Street (County Road 30th Avenue)
   Except as limited by the provisions of Paragraph 5 hereof, the City shall perform all maintenance of the Road, including all minor and major roadway surface and shoulder repair, shoulder

mowing, snow and ice removal, and all traffic control related functions in accordance with the Manual on Uniform Traffic Control Devices, including signing, traffic markings, signalization, necessary street lighting, traffic aids, determination of speed limits and their boundaries for the portion of Adams Street between South Orilla Road (County Highway R45) and S. 35th Street. The City of West Des Moines will be responsible for dust control activities where there are City of West Des Moines residents in close proximity within its jurisdiction.

3. Adams Street (Between S. 35th Street (County Road 30th Avenue) and the West Des Moines Corporate limits.
   Except as limited by the provisions of Paragraph 5 hereof, the County shall perform all maintenance of the Road, including all minor and major roadway surface and shoulder repair, shoulder mowing, snow and ice removal, and all traffic control related functions in accordance with the Manual on Uniform Traffic Control Devices, including signing, traffic markings, signalization, necessary street lighting, traffic aids, determination of speed limits and their boundaries, for the portion of Adams Street between S. 35th Street and the West Des Moines corporate limits. The City of West Des Moines will be responsible for dust control activities where there are City of West Des Moines residents in close proximity within its jurisdiction.

4. S. 35th Street (Between Adams Street and the West Des Moines Corporate limits)
   Except as limited by the provisions of Paragraph 5 hereof, the City shall perform all maintenance of the Road, including all minor and major roadway surface and shoulder repair, shoulder mowing, snow and ice removal, and all traffic control related functions in accordance with the Manual on Uniform Traffic Control Devices, including signing, traffic markings, signalization, necessary street lighting, traffic aids, determination of speed limits and their boundaries, for the portion of S. 35th Street between Adams Street and the West Des Moines Corporate limits. The City of West Des Moines will be responsible for dust control activities where there are City of West Des Moines residents in close proximity within its jurisdiction.

5. Any major construction or reconstruction within the public right-of-way of any road or structures enumerated in this Agreement, including major construction or reconstruction of roadway paving, bridges and ditches, shall be accomplished by mutual agreement between the City and County. Major construction or reconstruction shall include replacement and reconstruction of greater than 50 square yards of contiguous or proximate paving or aggregate placement of more than 200 ton per year.

6. This agreement shall remain into effect for ten (10) years from the date it is filed with the Iowa Secretary of State provided, however, this agreement may be terminated at any time by a resolution of the Warren County Board of Supervisors or the West Des Moines City Council by giving ninety (90) days written notice of such intention to terminate to the other party. Notice of such termination shall be served by personal service or certified mail with return receipt requested to the principal meeting place of the other agency.

7. Each agency shall be solely liable for any claim for damages filed that pertains to the services performed by that agency as outlined above. Each party agrees to indemnify and to hold the other party, its elected officers, agents, employees and successors and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein, or b) by reason of the torts of the indemnifying party.

8. The costs for performing the duties outlined above in Paragraphs 2 through 4, inclusive, shall be borne by the agency performing the service. The costs for performing the duties outlined above in Paragraph 5 shall be shared by the agencies by mutual agreement. Each party shall finance its costs in such a manner as permitted by law and as shall be determined by its respective City Council and County Board of Supervisors. Both parties agree to cooperate to the extent necessary to fully comply with all laws applicable to the financing of and contracting for any work or activity contemplated by this Agreement.

9. The parties hereunto shall approve this agreement by resolution of both the Warren County Board of Supervisors and City Council of West Des Moines which shall authorize the execution of this agreement. It will then be electronically filed in the office of the Iowa Secretary of State, in accordance with Chapter 28E, Code of Iowa, 2015, by the City of West Des Moines. This agreement shall become effective when filed and shall remain in effect until terminated as provided herein. The termination of this agreement shall not relieve either party of any obligation or liability arising during the term of the agreement.

10. This is the entire agreement between the parties and it may be amended only in writing, signed by authorized representatives of both parties.

11. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

12. For the purposes of this agreement, the Director of Public Works for the City of West Des Moines shall be the administrator of this project. By entering this agreement, the City and County do not intend to create a separate legal entity. The parties do not intend to jointly acquire or hold real or personal property under this agreement.

13. 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.

14. Each party 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.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purpose herein expressed.

WARREN COUNTY, IOWA
Board of Supervisors

Passed and Approved the
_____ day of _____,2015.

_____
Doug Shull, Chair

ATTEST:

_____

CITY OF WEST DES MOINES, IOWA

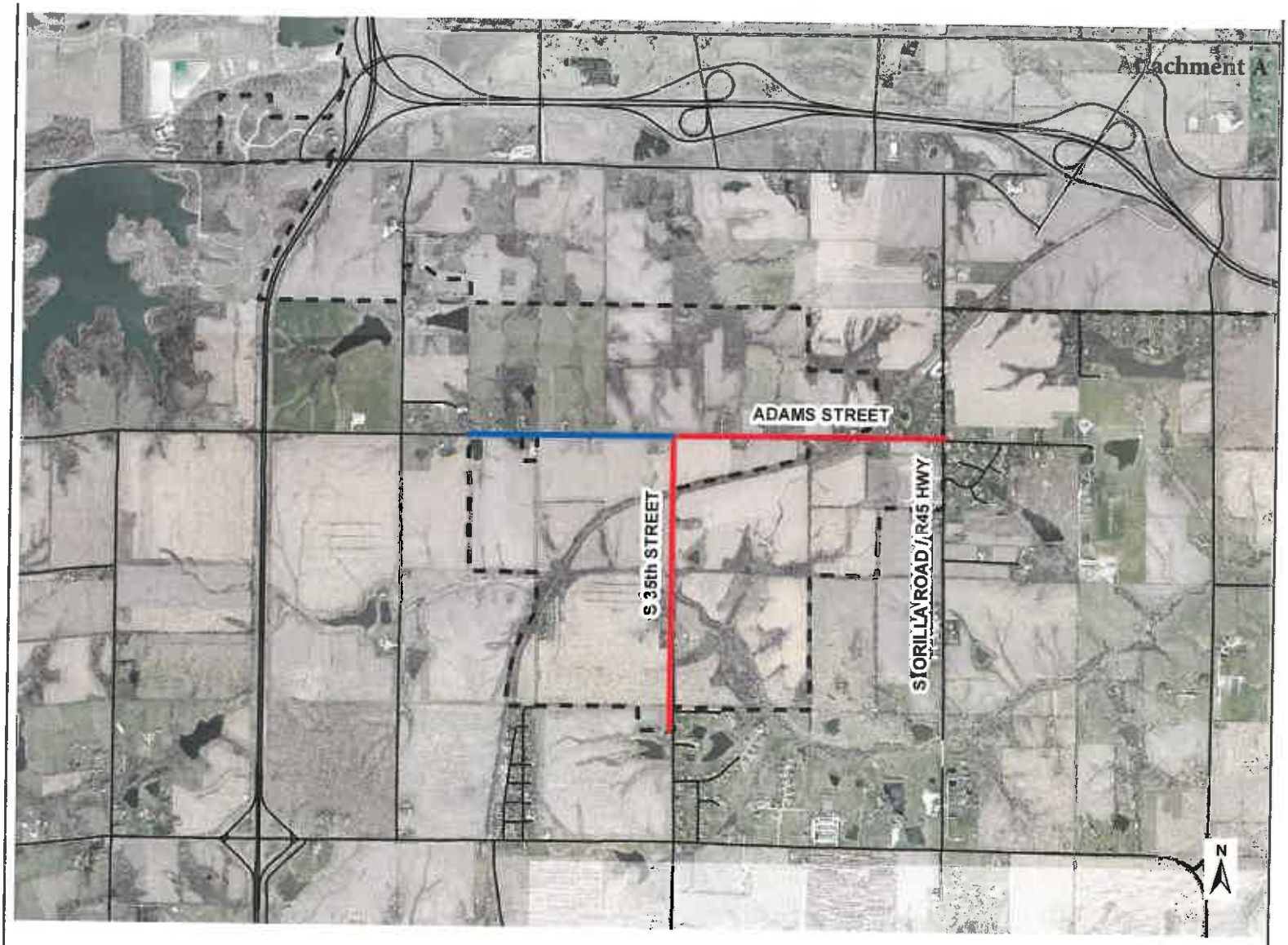
Passed and Approved the
_____ day of _____, 2015.

_____
Steven Gaer, Mayor

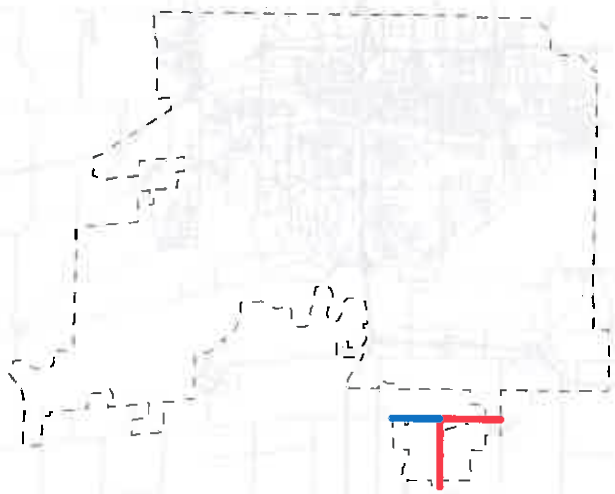
ATTEST:

_____
Ryan Jacobson, City Clerk

Attachment A



VICINITY MAP



LEGEND

CITY OF WEST DES MOINES

WARREN COUNTY

N

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: **28E AGREEMENT BETWEEN WEST DES MOINES AND WARREN COUNTY, IA**

LOCATION: **ADAMS ST. and S 35th ST.**

DRAWN BY: REF	DATE: 5/14/2015	SHT. 1 OF 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE: June 1, 2015**

Resolution - Approving Professional Services Agreement
2015 Federal Bridge Inspections
Shuck-Britson, Inc.

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with this project is anticipated not to exceed $8,583.00. Should the cost for the professional services be projected to exceed the amounts set forth in the contract, staff would not authorize such expenditures without further approval by the City Council. All work will be billed on an hourly basis using the established hourly fee structure as set forth in the contract.

All costs for these services can be paid from budgeted account no. 0100.20.414.3.4915 with the ultimate funding intended to come from the General Fund.

BACKGROUND:

Approval of this action authorizes Shuck-Britson, Inc. to perform the structural engineering services necessary to complete inspections of bridges in accordance with State and Federal requirements. These inspections are required on a bi-annual basis. Forty-eight structures will be inspected as part of this agreement.

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	May 26, 2015		
Recommendation	Yes	No	Split

Resolution Approving Professional Services Agreement

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

2015 Federal Bridge Inspections
Project No. 0290-004-2015

and,

WHEREAS, Federal law requires inspections of municipal bridge structures on a bi-annual basis; and,

WHEREAS, Engineering Services Department staff have recommended bridge inspections be provided by Shuck-Britson, Inc.; and,

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

Basic Services of the Consultant	**$8,583.00**
Resident Consultant Services	**0.00**
Total	**$8,583.00**

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Shuck-Britson, Inc. is hereby directed to provide bridge inspections for the above named public project.

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

PASSED AND APPROVED this 1st day of **June, 2015.**

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

P:\PWENGR\0290 Bridges\004\2015\engagree.docx

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 22nd day of May, 2015, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and Shuck-Britson,Inc., (Fed. I.D. # 42-1067607), 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 1. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

   A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 2.

      I. Basic Services of the Consultant $ 8,583
      II. Resident Consultant Services $_____

   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: Shuck-Britson, Inc.
Attn: Timothy Monson
Address: 400 East Court Ave, Suite 140
City, State: Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

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

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of 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

SHUCK-BRITSON INC
CONSULTING ENGINEERS
400 East Court Avenue, Suite 140
Des Moines, Iowa 50309
515-243-4477 FAX: 515-243-4479

May 22, 2015

Mr. Ben McAlister, P.E.
City of West Des Moines
Office of Public Works
P.O. Box 65320
560 South 16th Street
West Des Moines, Iowa 50265-0320

RE: 2015 Bridge Inspection Program
Engineering Services
(48 Inspections, 0 Ratings)

Dear Mr. McAlister:

As requested, Shuck-Britson Inc. has prepared this professional bridge engineering services proposal to inspect the 48 structures in West Des Moines.

We will perform the engineering services as set forth on Exhibit A. We understand that, if needed, the City will provide us with access to existing plans where available, existing bridge files, including measurements and previous calculations, previous SI&A forms, and a map locating all structures. We would appreciate a list of any structures in this program which have been repaired or replaced since the last inspection, with information on the type of work which was performed.

Consultant services for the 2015 Program shall be done on an hourly basis plus expenses, not-to-exceed a total cost of $8,583 (inspections = $8,583, ratings = $0) for the program. Any additional structures may be added to this program for a lump sum of $179 per structure. Any repair computations, drawings or reports authorized by the City as extra work will be paid at the hourly rates shown on Exhibit A.

If this proposal is acceptable, please return one signed copy as our notice to proceed. Feel free to call should you have any questions or require additional information. Shuck-Britson sincerely appreciates this opportunity to serve the City of West Des Moines.

Sincerely,
SHUCK-BRITSON, INC.

Craig G. German

Craig G. German, P.E.

2015 CITY OF WEST DES MOINES BRIDGE INSPECTION PROGRAM

SCOPE OF WORK

Shuck-Britson Inc. (SBI) proposes to perform this bridge rating program as follows:

1. Physical inspection of 48 bridges as designated by the City Engineer. Inspection to be performed by an engineer qualified under current FHWA and Iowa DOT requirements.

2. Update Iowa DOT SIIMS as indicated in the attached chart.

3. Provide the City with electronic or hard copies of all SI&A forms, photographs, and SIIMS generated field inspection reports.

4. Provide the City with a general summary including:
   a. City of West Des Moines Bridge Number
   b. Type of Bridge
   c. Deficiencies checklist
      - clean deck
      - members undersize
      - lateral support
      - scour/erosion
      - substructure problems
      - object markers, narrow, one lane, posting, overhead clearance
      - special inspection required
      - rail
      - recommend signs including posting if different
      - other remarks

5. Complete field inspections in June & October 2015. Iowa DOT SIIMS data will be entered within 90 days of field inspection dates. The report work, inspection summary and any necessary calculations will be completed and delivered by late fall 2015.

ASSUMPTIONS

- Bridge Inspection Program will conform to the requirements of Iowa DOT Instructional Memorandum 2.120 and the AASHTO Manual for the Bridge Evaluation, current editions.
- City will provide a map showing location of structures to be inspected, along with a list of replacements/repairs since the last inspection and information on the type of work performed.
- City will provide plans for the member size/geometry information for structures rebuilt or constructed new since the last inspection.
- Load ratings, other than those defined in the scope above, will be considered additional services. Load rating updates will be for the controlling member. Material in files, prepared by others, will be relied upon as accurate, including field measurements.
- Additional services, if requested, will be provided on a time and material basis.
- Pontis requirements are not included in this scope.
- Services shall be performed in accordance with the standard of professional practice ordinarily exercised by similar professionals at the time and in the locality where the work is performed.

Attachment 1

CITY OF WEST DES MOINES - 2015 BRIDGE INSPECTION SCOPE OF WORK

			INSPECTION ITEMS									
CO. BRIDGE NO.	FHWA NO.	TYPE OF BRIDGE	Perform Field Inspection	Field Measure Channel Cross Sections	Upload Inspection Photos into Iowa DOT SIIMS System	Input Channel Cross Section into Iowa DOT SIIMS System	Upload Scour Worksheets into Iowa DOT SIIMS System	Input Field Inspection Data into Iowa DOT SIIMS System	Complete Load Rating Evaluation Form in Iowa DOT SIIMS System	Complete Load Rating Certification Sheets in Iowa DOT SIIMS System	Perform Load Rating Calculations	Complete QC Form in Iowa DOT SIIMS System
1	012431	Arch - Deck		(1)		(1)				(2)	(2)	
2	012420	Slab		(1)		(1)				(2)	(2)	
3	503780	Culvert										
4	501330	Culvert										
5	501341	Culvert										
6	504195	Culvert										
7	501041	Culvert										
8	0	Culvert	(3)	NA	NA	NA	NA	NA	NA	NA	NA	NA
9	504200	Culvert										
10	0	Culvert	(3)	NA	NA	NA	NA	NA	NA	NA	NA	NA
11	504120	Culvert										
12	504125	Culvert										
13	0	Culvert	(3)	NA	NA	NA	NA	NA	NA	NA	NA	NA
14	606160	Stringer/Multi-beam or Girder		(1)		(1)				(2)	(2)	
15	0	Culvert	(3)	NA	NA	NA	NA	NA	NA	NA	NA	NA
16	504190	Culvert										
17	504155	Culvert										
18	0	Culvert	(3)	NA	NA	NA	NA	NA	NA	NA	NA	NA
19	0	Culvert	(3)	NA	NA	NA	NA	NA	NA	NA	NA	NA
20	504245	Culvert										
21	504250	Culvert										
22	0	Culvert	(3)	NA	NA	NA	NA	NA	NA	NA	NA	NA
23	504370	Culvert										
24	0	Culvert	(3)	NA	NA	NA	NA	NA	NA	NA	NA	NA
25	022090	Slab		(1)		(1)				(2)	(2)	

Notes

(1) Required every 4 years (10 years for drainage ditches controlled by a drainage district)
(2) Work not required in future inspection cycles unless condition of bridge warrants re-rating
(3) Not an FHWA Struct. (not in SIIMS), SBI will issue a SBI Field Report

25 Bridges Total
0 High Trusses
0 Pony Trusses

SBI to complete
City to complete
Work completed prior to 2012 inspections
Culvert - work not required
To be completed by January 1, 2017
DOT is currently working on culvert rating method

Attachment 1

CITY OF WEST DES MOINES - 2015 BRIDGE INSPECTION SCOPE OF WORK

CO. BRIDGE NO.	FHWA NO.	TYPE OF BRIDGE	INSPECTION ITEMS									
			Perform Field Inspection	Field Measure Channel Cross Sections	Upload Inspection Photos into Iowa DOT SIIMS System	Input Channel Cross Section into Iowa DOT SIIMS System	Upload Scour Worksheets into Iowa DOT SIIMS System	Input Field Inspection Data into Iowa DOT SIIMS System	Complete Load Rating Evaluation Form in Iowa DOT SIIMS System	Complete Load Rating Certification Sheets in Iowa DOT SIIMS System	Perform Load Rating Calculations	Complete QC Form in Iowa DOT SIIMS System
26	504885	Culvert										
27	504880	Culvert										
28		Culvert	(3)	NA	NA	NA	NA	NA	NA	NA	NA	NA
29		Culvert	(3)	NA	NA	NA	NA	NA	NA	NA	NA	NA
30		Culvert	(3)	NA	NA	NA	NA	NA	NA	NA	NA	NA
31	504870	Culvert										
32	504875	Culvert										
33		Culvert	(3)	NA	NA	NA	NA	NA	NA	NA	NA	NA
34	504865	Culvert										
35		Culvert	(3)	NA	NA	NA	NA	NA	NA	NA	NA	NA
36	504860	Culvert										
37	504855	Culvert										
39		Culvert	(3)	NA	NA	NA	NA	NA	NA	NA	NA	NA
40	606194	Culvert										
41	606195	Culvert										
42	335390	Stringer/Multi-beam or Girder		(1)		(1)				(2)	(2)	
43	022080	Stringer/Multi-beam or Girder		(1)		(1)				(2)	(2)	
44	022070	Stringer/Multi-beam or Girder		(1)		(1)				(2)	(2)	
46	022060	Stringer/Multi-beam or Girder		(1)		(1)				(2)	(2)	
47	606201	Culvert										
48	131161	Culvert										
49	*	Stringer/Multi-beam or Girder	(3)	NA	NA	NA	NA	NA	NA	NA	NA	NA
50	*	Culvert										

Notes

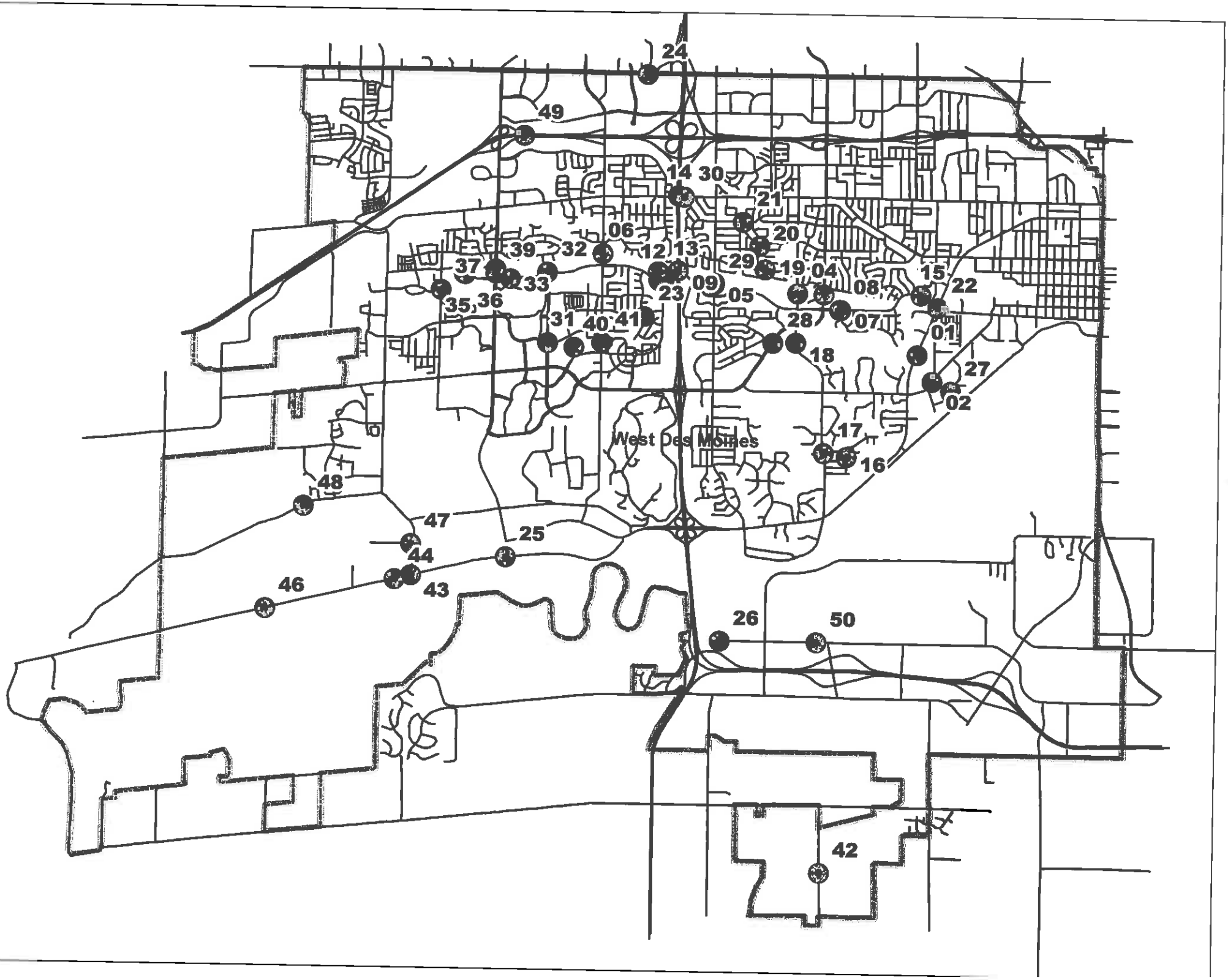
(1) Required every 4 years (10 years for drainage ditches controlled by a drainage district)
(2) Work not required in future inspection cycles unless condition of bridge warrants re-rating
(3) Not an FHWA Struct. (not in SIIMS), SBI will issue a SBI Field Report
* Existing structure with unknown FHWA ID

23 Bridges Total
0 High Trusses
0 Pony Trusses

SBI to complete
City to complete
Work completed prior to 2012 inspections
Culvert - work not required
To be completed by January 1, 2017
DOT is currently working on culvert rating method

SHUCK-BRITSON INC.
2014-2015
STANDARD HOURLY BILLING RATE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Structural Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist, Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal	$169-179.00	/hour
Senior	$150.00	/hour
VIII	$141.00	/hour
VII	$134.00	/hour
VI	$129.00	/hour
V	$121.00	/hour
IV	$110.00	/hour
III	$99.00	/hour
II	$92.00	/hour
I	$79.00	/hour
Technical		
Technicians--CADD, Survey, Construction Observation		
Lead	$108.00	/hour
Senior	$104.00	/hour
VIII	$97.00	/hour
VII	$89.00	/hour
VI	$79.00	/hour
V	$72.00	/hour
IV	$66.00	/hour
III	$55.00	/hour
Intern	$50.00	/hour
II	$46.00	/hour
I	$41.00	/hour
Administrative		
Clerical		
II	$55.00	/hour
I	$45.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	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CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE: June 1, 2015**

Resolution - Approving Professional Services Agreement
South Grand Prairie Parkway (Paving and Grading)
Raccoon River Drive to Madison Avenue
FOTH Infrastructure and Environment, LLC

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with this project is not anticipated to exceed $1,348,240.00. In addition, the cost for performing resident consultant services will not exceed $442,000.00. 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 inspection staff is available to perform the work.

All costs for these services can be paid from budgeted account no. 4290.75.820.6.7920 with the ultimate funding intended to come from cash on hand redirected from Grand Prairie Parkway Interchange project.

BACKGROUND:

Approval of this action authorizes FOTH to perform the design necessary for the grading and paving of the initial construction of South Grand Prairie Parkway between Raccoon River Drive and Madison Avenue.

The Engineering Services Department retains professional 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, City staff then negotiates a fee with the consultant for performing the desired scope of services. City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement.

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 Scieszinski, City Attorney
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	May 26, 2015		
Recommendation	Yes	No	Split

S:\PWENGR\51015\062 S. Grand Prairie Parkway (Grading & Paving)\Pinkies\Professional Services Agreement_6-1-15.doc

Resolution Approving Professional Services Agreement

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

South Grand Prairie Parkway (Grading and Paving)
Raccoon River Drive to Madison Avenue
Project No. 0510-062-2015

and,

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

WHEREAS, the Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost need to be prepared by FOTH Infrastructure and Environment, LLC; and,

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

Basic Services of the Consultant	**$1,348,240.00**
Resident Consultant Services	**442,000.00**
	$1,790,240.00

Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that FOTH Infrastructure and Environment, LLC, is hereby directed to 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 FOTH Infrastructure and Environment, LLC, for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED this 1st day of **June, 2015.**

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
S. Grand Prairie Parkway - Madison Avenue to Raccoon River Drive
Grading & Paving
WDM Project No. NO. 0510-062-2015

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 FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC., (Fed. I.D. #20-5814224), 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	$ 1,348,240.00
II. Resident Consultant Services	
Project 1 – 2016 Construction	$ 37,500.00
Project 2 – 2016/2017 Construction	$ 404,500.00

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

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

4. INSURANCE

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

B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least $1,000,000 each personal injury accident and/or death; $3,000,000 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 on this project. 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: Foth Infrastructure and Environment, LLC
Attn: Patrick P. Kueter, P.E.
Address: 8191 Birchwood Court, Suite L
City, State: Johnston, IA 50131

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of 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

BY: _____
Patrick P. Kueter, P.E., State Operations Director

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

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ATTACHMENT 1
SCOPE OF SERVICES

I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The S. Grand Prairie Parkway from Madison Avenue to Raccoon River Drive Grading and Paving project is generally described as follows:

The Conceptual Development, Preliminary Surveying and Mapping, Preliminary Design, Final Plans and Specifications, Geotechnical Exploration, Wetland Delineation, preparation of Wetland Mitigation Plan, Alternative Analysis, Indian Bat Habitat Evaluations, Phase I Cultural Resource Survey, Section 404 Permit Application, Construction Administration and Resident Consulting Services for the proposed extension of Grand Prairie Parkway from Madison Avenue to Raccoon River Drive in Madison and Dallas Counties.

This scope of services is based on the following project assumptions:

- Grand Prairie Parkway (GPP) project length is approximately 8,600 LF.
- Raccoon River Drive and Madison Drive connections shall be completed within 500 LF of each direction of GPP.
- Consultant will utilize as much of the work completed by the private development Consultant.
- Wetland Delineation/Mitigation, Alternative Analysis, Indian Bat Habitat Evaluations, Phase I Cultural Resource Survey and Section 404 Permit are completed and not included as part of this project.
- Proposed Raccoon River bridge design and associated hydraulic modeling of the bridge and roadway embankment will be completed by another Consultant.
- Project design shall be completed in calendar year 2015/2016. It is assumed project will be and constructed as two separate lettings (tree clearing and roadway) and will happen in calendar year 2016 and 2017.

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

A. Conceptual Design

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

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

Task 1 - Develop Design Criteria

The Consultant will develop and submit to the City design criteria to be used in the developing the intersection improvements. Criteria will conform to the City and SUDAS Standards. The criteria to be addressed include:

- Functional classification and design type.

- Design speed and Regulatory speed.
- Design vehicles for intersection design.
- Widths of travel lanes, parking areas and right-of-way.
- Horizontal clearance.
- Provisions for pedestrians and/or bicycles.
- Street lighting requirements.
- Utility corridor locations.

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

Task 2 - Traffic Review/Analysis – Task performed by City.

Task 3 - Conceptual Roadway Alignments
Complete alignment/conceptual design study using available city mapping to define the proposed alignment, and investigate right-of-way, access and grading impacts. This task also includes the preparation of display materials, cost estimates and hand out information for an informational/coordination meeting. The purpose of this phase is to determine the preferred alignment. For estimating purposes it is assumed that a maximum of two (2) conceptual alignments will be developed.

Task 4 – Major Roadway Culvert Conceptual Development:
Develop culvert concept plan based on the existing mapping and proposed roadway concept design. The purpose of this phase is to determine preferred culvert type and location and incorporate into the overall development of the preferred roadway concept.

Task 5 – Prepare Exhibits
Exhibits will consist of aerial mosaics for the project with the major project features indicated on the aerial photograph. Include coloring, lettering, and other techniques to delineate the proposed design concepts and right of-way needs, including typical sections of the roadway. The figure will indicate possible wetlands, wetland mitigation site, right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

Task 6 – Conceptual Design Meetings
It is estimated that the Consultant's staff will attend four (4) meetings with the City, and others to review progress, assist in decision-making, and receive direction from the City during the conceptual design. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

B. Design Surveys and Mapping

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

Task 1 - Control Survey
Establish supplemental horizontal and vertical control for the Project area based on the City of West Des Moines permanent Horizontal and Vertical Control monuments. Each permanent control point or benchmark shall have horizontal coordinates or elevation,

recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

Task 2 - Topographic Survey
Perform topographic surveys required for the development of the project. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping.

Task 3 - Utility Survey
Perform utility surveys required for the development of the project. Contact utility owners of record or the "one call" representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant shall field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

Task 4 - Wetland Delineation Survey - Task not included.

Task 5 - Property Ownership and Research
Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Task 6 - Right-of-Way Survey
The Consultant shall perform right-of-way surveys required for the development of the project. The right-of-way surveys shall be in-depth legal surveys for which acquisition plats are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

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

Task 7 - Project Base Map
Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

For budgetary purposes, it is assumed that twelve (12) parcels are within the project limits.

Task 8 - Soil-Boring Location Survey
Perform soil-boring location surveys to establish location and elevation of proposed geotechnical investigations consisting of approximately thirty-five (35) soil borings.

Task 9 – Pond Sediment Survey - Task not included.

Task 10 - Public Notice of Project
Prepare project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipate schedule and contact information. Distribute the notice letter following the City review and approval.

C. Functional Design

Complete functional design for the street improvements based on the approved Conceptual Design. The primary focus will be on refinement of the geometric plan developed during the Conceptual Design and refine/incorporate vertical profiles, existing and propose utility locations, right-of-way requirements, and proposed property impacts.

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

Task 1 - Develop Typical Sections
Develop typical sections for the mainline street improvements in consultation with the City. Prepare typical sections, including lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types, clear-zones and identify potential storm sewer, sanitary sewer, water main and other utility locations in the typical roadway sections.

Task 2 - Develop Functional Geometrics
Develop preliminary roadway and intersection geometrics for the project.

Task 3 - Develop Horizontal Alignments and Vertical Profiles
Utilizing preliminary geometrics; develop horizontal alignments and vertical profiles for the mainline and connecting roadways based on the Design Criteria Technical Memorandum.

Task 4 – Major Roadway Culvert Design
Inventory existing hydrologic and hydraulic conditions and analyze the impacts the proposed improvements will have on the area wide drainage patterns. Once the impacts have been quantified, develop major cross road culverts based on Chapter 2 SUDAS Design Manual. Determine preferred culvert type and location and incorporate into the overall development of the functional roadway design.

Task 5 – Water Main Design
Develop water main alignment and determine location of hydrants, valves, water services and other key connections. Develop staging plan to maintain water service throughout the duration of construction.

Task 6 – Sanitary Sewer Design
Review existing sanitary sewer collection system and determine if minor cross road extensions are required to provide future service. Review locations of manholes, sewer services and sanitary sewer main. Identify and develop sanitary sewer modification based on proposed roadway alignment and profile potential impacts.

Task 7 – Prepare Functional Design Plans
Based on functional design task, prepare functional level plans depicting proposed grading, drainage, paving, utility relocation, and other features of the project. The functional plans will include but not be limited to the following:

Title and General Information Sheets (A Sheets)
Assemble preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Design Traffic data.

Typical Cross Sections (B Sheets)
Develop and assemble typical cross sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The typical cross sections will include but not be limited to the proposed grading, drainage and paving improvements.

Plan and Profiles (D and E Sheets)
Develop functional plan and profile sheets that show the existing topography along with the proposed improvements based on the survey or the office relocation centerline. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements. The scale of these sheets will be 1"=20'.

Traffic Control and Staging (J Sheets)
Develop high-level staging plan that maintains local access and accommodates other Capital Improvement Plans in the vicinity of this project.

Roadway Lighting Photometric Plan (P Sheets)
This task consists of selection of lighting poles and fixture types, design and drawing preparation of a preliminary layout, preparation of photometric analysis and reports to determine actual number of light fixtures for the project corridor.

Intersection Geometrics Truck Turning Movements (TM Sheets)
Develop intersection geometric plans that accommodate design vehicle turning movements. Show vehicle turning movement path, major intersection radius and taper geometry.

Detailed Cross Sections (W, X, Y Sheets)
Develop and assemble detailed cross sections (50' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Task 8 - Functional Plan Field Review
Prepare materials for a field exam, participation in the field exam, and reviewing results of the field exam with the City.

Task 9 - Utility Research
The Consultant will meet with the utility companies, including City utilities for information within the project corridor regarding transmission, distribution and service laterals. This includes information related to existing facilities and facilities planned for construction during the proposed improvements.

Task 10 – Functional Budget Review
Prepare opinion of probable construction cost for the project and compare the cost to the City's current Project budget. Make recommendations pertaining to modifications to the Project if necessary to address budgetary concerns. Cost estimates shall be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

Task 11 – Functional Design Meetings
It is estimated that the Consultant's staff will attend six (6) meetings with the City, and others to review progress, assist in decision-making, and receive direction from the City during the functional design phase. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

The City will review the functional design plans. Suggested revisions or design modifications would be addressed in the preliminary design phase. A brief memorandum with supporting marked-up plan sets will serve to document completion of this task and acknowledgement of design changes to be executed in preliminary design phase.

D. PROJECT COORDINATION

The Consultant will complete the following project coordination as part of Functional Design.

Task 1 - Maintain/Update Mailing List
The Consultant will maintain the project mailing list and update it as needed to include all local officials, agencies and interested parties. The City will provide the initial list of interested parties.

Task 2 - Project Newsletters – Task not used

Task 3 - Public Information Meetings
The Consultant will conduct one (1) public informational meetings that will be attended by three (3) staff members of the Consultant. The purpose of the meeting will be to provide a brief overview of the proposed improvements to the surrounding neighborhoods and a discussion of the conceptual plan, as well as gather information on the concerns, priorities and specific issues of the adjacent property owners and other affected parties. This task includes preparation of the public notification letter, display materials and hand out information for the meeting. Also includes reviewing the results of the meeting with the Project Development Team.

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

Task 4 - Individual Property Owner Meetings
Conduct meetings with individual property owners to discuss the specifics of the project (access issues, changes in circulation, potential right-of-way needs, and other issues) as it relates to their specific parcel. Obtain information regarding any issues the property owner feels is important, and solicit input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and potential right-of-way negotiations.

For budgetary purposed, it is anticipated that four (4) meeting(s) with four (4) individual property owners for estimating purposes.

Task 5 – Design Utility Coordination Meetings
The Consultant will conduct meetings with individual utility companies to address specific conflicts. It is anticipated that there will be two (2) meetings with representatives of the various utility companies. The first will be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems, and the second will be preliminary/final design review and coordination meetings.

Task 6 - Periodic Meetings with Local Elected Officials - Task performed by City.

Task 7 - Project Management
The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables. For estimating purposes, it is assumed that the project duration will be twenty-eight (28) months.

E. Preliminary Plans

The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the project. The preliminary plans will include but not be limited to the following tasks:

Task 1 - Title and General Information Sheets (A Sheets)
This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Design Traffic data.

Task 2 - Preliminary Typical Cross Sections (B Sheets)
This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements.

Task 3 - Preliminary Estimate of Quantities (C sheets)
This task consists of a preliminary determination of the bid items to be included in the project, along with an estimate of quantities for each item.

Task 4 - Preliminary Plan and Profiles (D and E Sheets)
This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements based on the survey or the office relocation centerline. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements. The scale of these sheets will be 1"=50'.

Task 5 - Reference Ties and Bench Marks (G Sheets)
This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.

Task 6 - Preliminary Traffic Control, Staging, Pavement Markings and Traffic Signing (J Sheets)
Develop suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. For estimating purposes, it is assumed that the roadway will be closed during construction and a single detour plan will be implemented.

Develop pavement marking and traffic signing plans to be placed into service following construction. The traffic control devices, procedures, and layouts shall be as per the Manual on Uniform Traffic Control Devices (MUTCD).

Task 7 - Preliminary Intersection Geometrics (L Sheets)
Develop and refine geometric layouts and provide additional horizontal and vertical survey information needed to construct the intersections. Show truck turning movements for the selected design vehicle or vehicle combinations. The scale of these plan sheets will be 1"=20'.

Task 8 - Preliminary Storm Drainage Design (M Sheets)
Develop preliminary storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Vertical Profiles are not developed as part of this task.

Task 9 - Traffic Signal Design (N Sheets) – Task not used.

Task 10 - Roadway Lighting Photometric Plan (P Sheets)
This task consists of selection of lighting poles and fixture types, design and drawing preparation of a preliminary layout, preparation of photometric analysis and reports. This task does not include any electrical circuit design. The Consultant will work closely with the City and MidAmerican Energy Company to ensure that the proposed lighting system is compatible with the overall project design, and that it will meet the needs of the City.

Task 11 - Preliminary Sanitary Sewer and Water Main Design (R Sheets)
This task consists of the development of preliminary sanitary sewer and water main plan and profile sheets that will show the existing topography, proposed improvements, sewer profile, flow line and rim elevations, utility access locations, water main profile, hydrant and valve locations. The scale of these sheets will be 1"=20'.

Task 12 - Accessible Curb Ramp Design (S Sheets)
Develop preliminary curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations alternatives, identify surface requirement, review general horizontal curb openings, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.

Task 13 - Preliminary Special Construction Details (U Sheets)
This task consists of preliminary design and drafting associated with special project details.

Task 14 - Roadway Culvert - Type, Size and Location (TS&L) Plans (V Sheets)
Prepare 1"=20' scale Type, Size, and Location (TS&L) plans for proposed major drainage structures. This task includes a Situation Plan and a General Elevation consisting of a cross/longitudinal section perpendicular/along the roadway centerline at the roadway culvert. Roadway curve and profile data, hydraulic data, and traffic data will be shown.

For estimating purposes, it is assumed that three (3) culverts are required for this project.

Task 15 - Detailed Cross Sections (W, X, Y Sheets)
This task consists of the design and drafting associated with the assembly of detailed cross sections (50' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Task 16 - Soil Borings (Subconsultant Allender Butzke Engineers, Inc.)
This task consists of securing a subsurface exploration based on preliminary alignments and profiles of the proposed improvements. The soil borings will be completed after the proposed roadway alignment has been selected. This task includes mobilization of truck and all terrain drilling equipment, 32 hours of site access labor, traffic control, utility locations (Iowa One Call), drill and sample 21 (400-ft approximate spacing) roadway test borings 15 to 40 feet deep, drill and sample 6 back slope/culvert/other test borings 20 to 50 feet deep, drill and sample 8 culvert borings 20 feet deep, laboratory testing, engineering analysis and written report. Engineering analysis shall include site grading, slope stability, embankment/culvert settlement, subsurface drainage, subgrade preparation, and pavement thickness design.

Task 17 - Preliminary Field Review
This task consists of the preparation of materials for a field exam, participation in the field exam, and reviewing results of the field exam with the City.

Task 18 - Acquisition Plats

Prepare acquisition plats and legal descriptions for property to be acquired for the Project and perform land corner and lot surveys as needed for the preparation of the acquisition plats and legal descriptions for each parcel. Said plats and legal descriptions shall comply with requirements of the Iowa Code and shall be prepared by or under the direct supervision of a licensed land surveyor under the laws of the State of Iowa. For Estimating purposes, the following numbers of plats are assumed:

Permanent (Fee Title) Right-of-Way Acquisition Plat	10
Temporary Construction Easement	22
Permanent Easements	
Sanitary Sewer Easement	0
Water Main Easement	0
Storm Sewer Easement	10
Overland Flowage Easement	0

This task also consists of staking the easement locations for purposes of right-of-way negotiations. The staking survey includes the marking of key easement location points in order to visualize the locations in the field and shall also include marking of existing property lines locations. For the purpose of this agreement, all permanent and temporary easements will be staked one (1) time.

Task 19 - Preliminary Design Review Meetings

It is estimated that the Consultant's staff will attend eight (8) meetings with the City, and others to review progress, assist in decision-making, and receive direction from the City during the preliminary design phase. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

Task 20 - Quality Control

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

F. Environmental Documentation

Task completed by Developer.

G. Final Plans and Specifications

Based upon approved preliminary design, field exam, and public informational meeting, the Consultant shall subsequently proceed with final design, contract drawings, specifications and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. The work tasks to be performed include the following:

Task 1 - Final Plans

The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets) - This item consists of finalizing the title sheet. The title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number and Design Traffic Data.

Final Typical Sections (B Sheets) - This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Quantities (C Sheets) - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information. This item also includes the final design and drafting of erosion control measures to be provided on the Project.

Final Plan and Profiles (D and E Sheets) - This item consists of the final design and drafting of roadway plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements. This task also consists of the final design and drafting for the installation of new utilities and utility adjustments that can be determined from coordination with the utility companies at the time of design.

Traffic Control, Staging and Pavement Markings (J Sheets) – This item consists of final design and drafting of the traffic control, staging and permanent pavement marking plans. It is assumed that the City will layout and install and install the permanent signing for the Project.

Final Geometric Staking, Jointing, and Edge Profiles (L Sheets) - This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non- typical pavement areas.

Final Design of Storm Drainage Systems (M Sheets) - This item consists of final design and drafting of storm sewers, storm sewer inlets, manholes, open ditches, culverts, and other storm drainage related facilities for the Project.

Final Traffic Signal Design (N Sheets) – Task not used.

Roadway Lighting Plans (P Sheets) - Show final photometric plan and locations of poles on project plan drawings. Circuit design, utility service location, equipment location, bill of materials to be provided by utility company is not included as part of this scope of services.

Final Sanitary Sewer and Water Main Plan and Profiles (R Sheets)
This task consists of the final design of the sanitary sewer and water main plan and profile sheets that will show the existing topography, proposed improvements, sewer profile, flow line and rim elevations, utility access locations, water main profile, hydrant and valve locations.

Accessible Curb Ramp Design (S Sheets)
Develop final curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Finalize ramp geometric configurations and calculate horizontal curb openings, cross slopes, running slope, and label sidewalk width and passing space within the corridor.

Final Soils Design (T Sheets) - This task consists of final design and drafting of the soils information and earthwork quantities.

Final Construction Details (U Sheets) - This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, channel grading, culvert details not included in the standard drawings, special storm sewer or manhole details not included in the standard drawings, special paving details, and other required miscellaneous details found to be required for completion of the project.

Final Culvert Plans (V Sheets)
This task consists of final design, calculations and drafting of the proposed and cross-road culverts including situation plans and necessary construction details to accommodate culvert construction.

Final Design Cross-Sections (W Sheets) - This item consists of the final design and drafting of individual cross sections for the project. Cross sections will be designed and drawn at 50-foot maximum intervals, with additional cross-sections included as necessary. Cross sections will show the existing ground elevations as well as the final project grading, including fore slope and back slope information, special sub-grade treatments, ditches, pavement replacement, and other pertinent information.

Task 2 - Project Permitting

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- IDNR Water Supply Section, Construction Permit Application
- IDNR NPDES Stormwater Discharge Permit
- Notice of Publication

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 3 - Project Manual

This task consists of providing a Project Manual for the Project, including Notice of Hearing and Letting, Instruction to Bidders, Bid Forms, Bond Forms, Agreement Forms, General Conditions of the Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications.

Task 4 - Opinion of Probable Construction Cost

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

Task 5 - Final Design Meetings

It is estimated that the Consultant's staff will attend four (4) meetings with the City, and others to review progress, assist in decision-making, and receive direction from the City. It is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

Task 6 – Final Quality Control

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final plan set.

Review the final engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

H. Project Bidding Phase

The Consultant will coordinate and manage the letting process for the project. For estimating purposes, two (2) letting have been included as part of this task. The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications
This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that seventy-five (75) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

Task 2 - Notice of Project
The Consultant shall prepare of the formal Notice of Hearing and Letting. The City shall handle publication of the Notice of Hearing and Letting. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.

Task 3 - Plan Clarification and Addenda
The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents.

Task 4 - Letting, Bid Tabs, and Award Recommendation
The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulations of bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

I. Construction Administration

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

Task 1 - Pre-construction Meeting
The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

Task 2 - Shop Drawings
The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 3 - Site Visits
In connection with observations of the Contractor's work while it is in progress:

a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be one site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.

b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.

c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Task 4 - Change Orders
The Consultant shall issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required.

Task 5 - Record Drawings
This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Consultant shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The Consultant shall provide the City with one (1) reproducible copy of the record drawings.

Task 6 - Monumentation of Permanent Right-of-Way Acquisitions
This task consists of monumentation of the permanent right-of-way acquired as part of this project which will be performed upon completion of construction of the proposed improvements. The monumentation shall comply with requirements of the Iowa Code and shall be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

This task does not include monumentation of any existing right-of-way pins that are disturbed during construction activities.

Task 7 – Limited Environmental Construction Review and As-Built Observations
Task not used.

II. RESIDENT CONSULTING SERVICES.

A. Resident Construction Observation

Only upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under I. Basic Services of Consultant, Paragraph I. Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

This phase consists of coordinating field-testing of construction materials incorporated into the project with the City's independent testing consultant. Preparing written reports that document compliance or non-compliance of construction materials. Also included is observing the performance of construction work and advising the Contractor and the city of non-complying work or materials incorporated into the project. For budget purposes, it is assumed that the construction period will be as follows:

Project 1(Tree Clearing): three (3) months in year 2016 and that one part-time staff member of the Consultant will be available for the construction observation services. The above construction period estimate includes a maximum of 280 hours of construction observation. In the event the construction period exceeds the contract working day or unanticipated conditions require construction observation in excess of 280 hours, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

Project 2 (Roadway): Ten (10) months in year 2016/2017 and that one full-time staff member of the Consultant will be available for the construction observation services. The above construction period estimate includes a maximum of 3,460 hours of construction observation. In the event the construction period exceeds the contract working day or unanticipated conditions require construction observation in excess of 3,460 hours, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT

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

1.) Real Estate Acquisition Services
2.) Wetland Delineations/Mitigation Studies
3.) Preparation of Environmental Documentation CE/EA/EIS
4.) Phase I or II Cultural Resource Survey
5.) Contaminated Soils Investigations
6.) Traffic Signal Design
7.) Retaining Wall Structural Design
8.) Bridge Design
9.) Street Lighting Circuit Design
10.)Streetscape Design
11.)Subsurface Utility Investigations
12.)Construction Surveys
13.)Construction Period Testing Services

ATTACHMENT 2
PROJECT SCHEDULE

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

I. Basic Services of the Consultant

A. Anticipated Contract Approval	June 1, 2015
B. Concept Development	July – October 2015
C. Functional Design	November – December 2015
D. Design Surveys and Mapping	July 2015 – October 2015
E. Preliminary Plans	January 2016 – February 2016
F. Final Plans and Specifications	March 2016 – April 2016
G. Project Letting	
Project 1 (Clearing)	January 2016
i. Project 2 (Roadway)	May 2016
H. Construction Administration	
i. Project 1	January 2016 – March 2016
ii. Project 2	June 2016 – May 2017

II. Resident Engineering

A. Project 1 (Tree Clearing)	January 2016 – March 2016
B. Project 2 (Roadway)	June 2016 – May 2017

ATTACHMENT 3
SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, L.L.C
2015 STANDARD HOURLY RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Project Director	$177.00
Project Manager	$146.00-$172.00
Project Scientist	$156.00
Project Advisor	$157.00
Lead Engineer	$157.00
Project Engineer	$121.00-$147.00
Staff Engineer	$102.00-$120.00
Lead Technician	$121.00
Engineering Technician	$94.00-$114.00
CAD Technician	$82.00
Construction Manager	$139.00
Lead Field Technician	$114.00
Field Technician	$66.00-$100.00
Land Surveyor	$123.00
Administrative Assistant	$60.00

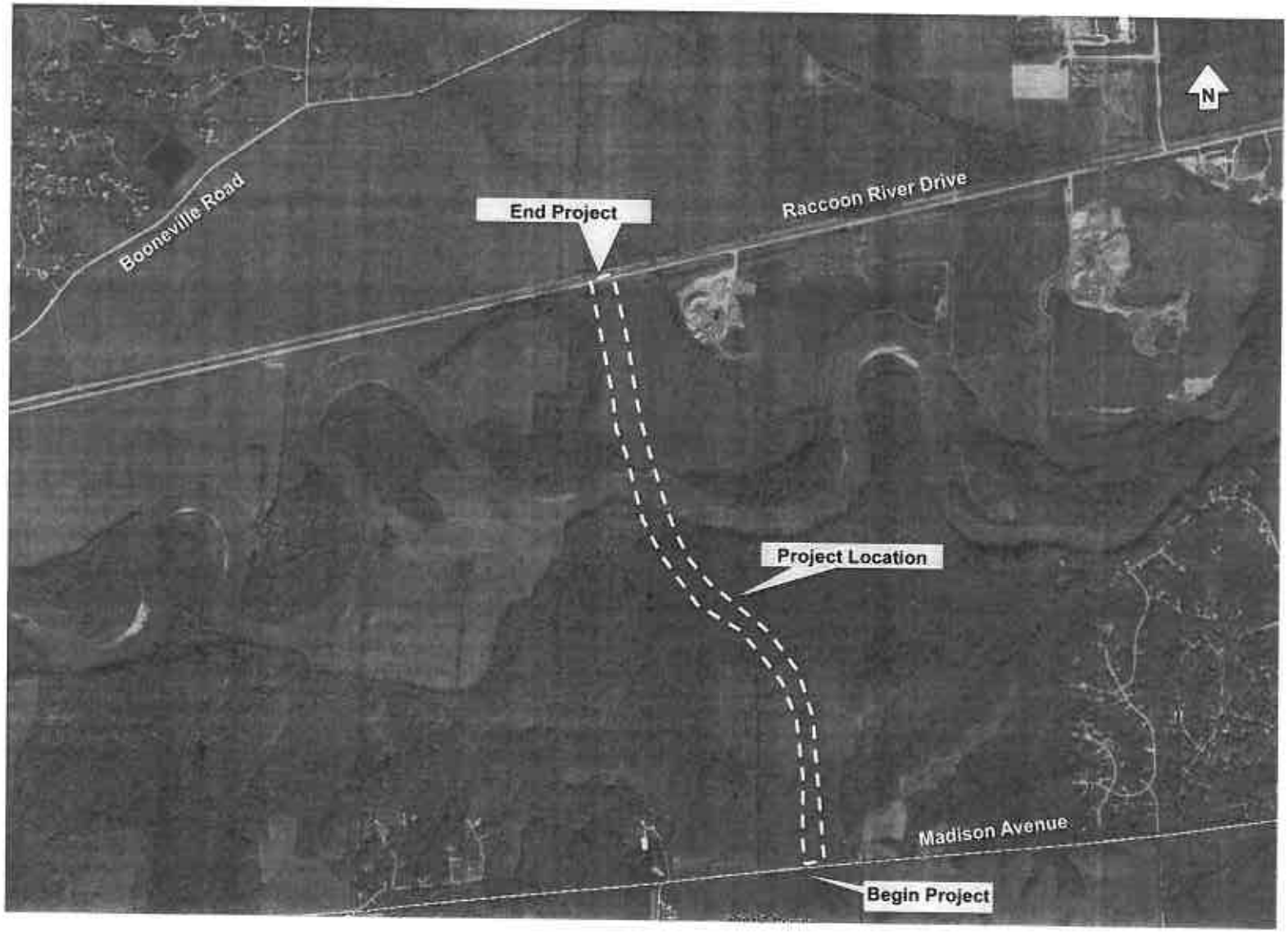
REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of $0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice cost plus 15%.
4. All other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2015. Rates subject to change annually on January 1.

S. Grand Prairie Parkway - West Des Moines, Iowa



CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE: June 1, 2015**

Resolution - Approving Professional Services Agreement
South Grand Prairie Parkway Raccoon River Bridge
Snyder and Associates

FINANCIAL IMPACT:

The cost of the Professional Services Agreement associated with this project is not anticipated to exceed $360,500.00. In addition, the cost for performing resident consultant services will not exceed $130,000.00. 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 inspection staff is available to perform the work.

All costs for these services can be paid from budgeted account no. 4290.75.820.6.7920 with the ultimate funding intended to come from Cash on Hand redirected from Grand Prairie Parkway Interchange project.

BACKGROUND:

Approval of this action authorizes Snyder and Associates to perform the design necessary for the bridge on South Grand Prairie Parkway over the Raccoon River.

The Engineering Services Department retains professional 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, City staff then negotiates a fee with the consultant for performing the desired scope of services. City staff attempts, whenever feasible, to distribute professional services work on an equitable basis to qualified firms maintaining local metropolitan area offices who have expressed interest in working for the City of West Des Moines.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Professional Services Agreement.

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 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	May 26, 2015		
Recommendation	Yes	No	Split

S:\PWENGR\51015\063 S. Grand Prairie Parkway (River Bridge)\Pinkies\Professional Services Agreement_6-1-15.doc

Resolution Approving Professional Services Agreement

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

South Grand Prairie Parkway Raccoon River Bridge
Project No. 0510-063-2015

and,

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

WHEREAS, the Engineering Services Department staff have recommended Plans, Specifications, Form of Contract, and Estimate of Cost need to be prepared by Snyder and Associates; and,

WHEREAS, the Engineering Services Department has obtained a written proposal from Snyder and Associates to do the work requested, which estimates the following cost to the City of West Des Moines;

Basic Services of the Consultant	**$360,500.00**
Resident Consultant Services	**130,000.00**
	$490,500.00

Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that Snyder and Associates, 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 Snyder and Associates for the cost indicated above as payment by the City of West Des Moines for the services indicated.

PASSED AND APPROVED this 1st day of **June, 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 Snyder & Associates, Inc, 2727 SW Snyder Boulevard, Ankeny, IA 50023, (Fed. I.D. # 42-1379015), a 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	$360,500
II. Resident Consultant Services	$130,000

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

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

4. INSURANCE

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

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

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

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

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

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Snyder & Associates, Inc.
Attn: David N. Moeller, P.E.
Address: 2727 SW Snyder Blvd.
Ankeny, IA 50023

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

BY: _____
David N. Moeller, President

CITY OF WEST DES MOINES

BY: _____
Ryan Jacobson, City Clerk

ATTACHMENT 1
S. GRAND PRAIRIE PARKWAY RIVER BRIDGE
PROJECT #0510-063-2015
CITY OF WEST DES MOINES, IOWA

SCOPE OF SERVICES

I. SCOPE OF WORK

A. GENERAL

The CONSULTANT shall provide Basic Services as required to complete the preparation and assembly of the PROJECT as described hereinafter as follows:

1. The PROJECT consists of floodplain permitting, geotechnical investigations, and preliminary and final bridge design and plan services to provide contract documents for the extension of Grand Prairie Parkway (formerly 105th Street) over the Raccoon River in West Des Moines, Iowa. The project is more specifically located in the southeast quarter of Section 28 and the northeast quarter of Section 33 approximately 500' west of the east line of Sections 28 and 33, in Township 78 North, Range 26 West. The bridge will be situated in the future north bound lanes and consist of three traffic lanes and accommodate a 10'-wide shared use path on the east side of the bridge. Roadway design services are being provided by others. The project has been previously permitted through the U.S. Army Corps of Engineers but will require Floodplain and Sovereign Lands permits through the Iowa Department of Natural Resources.

B. BASIC ENGINEERING SERVICES

The CONSULTANT will provide the Basic Engineering Services as follows. Payment shall be made as specified in Article IV of this Agreement.

1. PROJECT ADMINISTRATION

The CONSULTANT shall perform the following administrative services during the design of the PROJECT:

a. Progress reports as requested to the CITY.

b. Monthly billing reports.

c. Project coordination for engineering and coordination with the CITY and other engineering consultants working for the CITY.

d. Project design review.

e. Meetings to review progress, and attend Council meetings and Public Hearings.

2. BRIDGE HYDRAULIC MODELING & FLOODPLAIN PERMITTING

The CONSULTANT will update the December 5, 2007 bridge hydraulic report with current topographic survey and proposed roadway/bridge design. The previously completed HEC-2 hydraulic model will be converted to HEC-RAS in accordance with FEMA's specifications for using HEC-RAS with the National Flood Insurance Program.

a. A scour analysis will be performed in accordance with the Iowa DOT bridge design manual.

b. A new flood plain development permit application will be submitted to the DNR with the CITY as the applicant and the CONSULTANT as the authorized agent. The submittal will include the revised report, updated type, size, and location plans, and applicable DNR forms. The new application will refer back to the previously approved permit.

c. The CONSULTANT will provide a topographic survey of the river only approximately 800' upstream and downstream of the proposed bridge crossing including river cross sections for the purposes of hydraulic bridge modeling only. Topographic survey for bridge embankment and roadway design is being completed by others.

d. The CONSULTANT will provide complete an overall grading plan of the river grading that will be necessary to transition from the proposed bridge opening to the existing river channel. Grading outside of the bridge berm slopes are being completed by others.

e. The CITY will provide a certified roadway plan and profile for inclusion with the DNR permit application.

3. CONDITIONAL LETTER OF MAP REVISION (CLOMR)

The CONSULTANT will prepare one submittal to FEMA for a Conditional Letter of Map Revision (CLOMR) upon approval of the project by the Iowa DNR. This submittal will include the necessary FEMA forms, alternatives analysis, FIRM annotations, certified topographic map, and electronic mapping files.

The CITY will be responsible for the following:

a. Send out legal notices to all impacted property owners explaining the impact of the proposed change on their property. Provide documentation of this notice to the CONSULTANT for inclusion in the CLOMR submittal.

b. Provide concurrence of the Chief Executive Officer of any other communities impacted by the proposed actions.

c. Certification that no structures are located in areas which would be impacted by the increased base flood elevation.

d. Provide documentation that the community has adopted the revised map reflecting the post project condition within their flood plain management ordinances.

e. Publish a public notice of the proposed base flood elevation and floodway revision. Provide documentation of the public notice to the CONSULTANT for inclusion in the CLOMR submittal.

f. Review fees required by FEMA for the CLOMR and final LOMR.

4. GEOTECHNICAL ENGINEERING SERVICES

The CONSULTANT shall provide the following geotechnical services:

a. Field Services
   i. Determination of boring locations and design of a sampling plan
   ii. Contacts for utility locations
   iii. Supervision of drilling operations
   iv. Clearing of deadfall and small 4" or less diameter trees for drill rig access
   v. Five (5) bridge borings, to depths of about 55 to 65 feet approximately 20 to 30 feet into shale bedrock

Borehole sampling will be in general accordance with industry standard procedures wherein both split-barrel and/or thin-walled tube samples are obtained. Disturbed samples may be obtained directly from the augers. Significant hard drilling through existing rubble is not anticipated, and neither is rock coring. Once samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory. If safety allows, select boreholes will be left open for about 1 to 2 days after completion of drilling so delayed water levels can be observed. After

completion of delayed groundwater level observations, the boreholes will be backfilled with auger cuttings from the site. Excess auger cuttings will be disposed of on the site.

b. Laboratory Services
   i. up to 2 consolidation tests
   ii. up to 12 unconfined compressive strength tests on soils
   iii. up to 12 dry density tests
   iv. up to 50 moisture content tests
   v. 2 organic content test (loss on ignition)
   vi. Test assignments
   vii. Supervision of laboratory testing
   viii. Engineering review of laboratory test results

c. Geotechnical Engineering Services
   i. Settlement analyses for the bridge approaches (2 analyses)
   ii. Stability analyses for the bridge approaches (2 analyses)
   iii. Minor conceptual remedial design to address settlement and/or stability problems at 1 location using simple remedial designs limited to core-outs and/or stability berms.
   iv. 2 conference calls with Client and/or other stakeholders.

d. The results of the field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Iowa. Based on the evaluation results, an engineering report (electronic plus one hard copy) will be prepared and include the following information:

   i. Computer-generated boring logs for the bridge borings
   ii. Summarized laboratory data on the boring logs
   iii. Groundwater levels observed during and shortly after completion of drilling
   iv. Boring location diagram
   v. Subsurface exploration procedures
   vi. Subsurface soil conditions

e. Geotechnical recommendations for the project will include:
   i. Settlement and global slope stability review (as defined above)
   ii. Site preparation and earthwork construction
   iii. IDOT soil descriptions for driven pile design
   iv. H-Pile geotechnical design parameters used in IDOT LRFD design methodology

5. BRIDGE AESTHETICS AND PUBLIC ENGAGEMENT

Design of special aesthetic enhancements may be incorporated into bridge design. The CONSULTANT will complete the following aesthetics design and public engagement process to determine the level of aesthetic treatment for the bridge:

a. Kick-off Meeting: An initial meeting will be held to discuss the project history, establish design themes and establish communication with the steering committee. The CONSULTANT will be the lead on all bridge aesthetic meetings. The CITY will prepare meeting notifications and secure meeting room accommodations.

b. Steering Committee: Steering Committee is assembled to develop and test ideas among those affected within a given focus area. The committee very likely includes the following:

   <u>Potential Steering Committee Members</u>
   Consultant and City Staff
   Interested citizens
   Associated Neighborhood Associations
   Developers/Land owners
   Business Representatives
   Other key stakeholders

c. Site Analysis: Site visit(s) to examine views, enhancement opportunities, and collect photographic documentation. Coordinate with the project team concerning current site conditions; including information such as current floodway impacts, vehicular and non-vehicular traffic flow, utility routing etc.

d. Steering Committee (Meeting No. 1):
   Initial kickoff meeting with the Steering Committee. Upon completion of the initial site analysis, meet with the Committee to review the findings and discuss theme options. This will assist with helping all members gain an understanding of the project site and bridge condition, potential boundaries, potential concerns/ possible solutions, and provide general input. During this meeting, gather feedback in order to define the project aesthetic theme and develop schematic designs for the aesthetic enhancements associated with the bridge improvements. Includes preparation of meeting minutes.

e. Schematic Design: Prepare three design concepts/themes based on information received during the initial stakeholder meeting(s) and site analysis phase. Site enhancements shall include bridge rail details, parapet walls, approach/specialty pavement, lighting improvements, and restoration to existing landscaping disturbed by bridge replacement.

f. Graphic Presentation – Schematic Design: Present the three hand drawn design concepts of bridge aesthetic detailing and precedent images to the Steering Committee for their review and input.

g. Preliminary Design: Based upon input received prepare a single preliminary design concept for bridge enhancement improvements and a preliminary opinion of construction costs.

h. Graphic Presentation – Preliminary Design: The final graphic renderings for presentation boards. Scope includes:
   i. Site visit and photos.
   ii. Basic bridge modeling, railing, lights, and standard amenities such as people and cars.
   iii. Graphic Renderings: Combined site photo and model images of bridge for presentation boards and to provide up to five (5) perspectives of aesthetic improvements.

i. Video Presentation – Preliminary Design: A short video that shows the approach and crossing the bridge. Scope includes:
   i. Additional time for site visits and photos.
   ii. Additional modeling of bridge and surrounding area necessary for creating context in relationship to the bridges location.
   iii. The development of a single video showing the bridge and associated aesthetic improvements one sees while driving and/or walking across the bridge.

j. Steering Committee (Meeting No. 2): Present the preliminary design concept and cost opinion to the Steering Committee for their review and comment.

k. Community Input Session: A public meeting/ input process will be held to obtain input. The goal would be to provide a brief overview of the project history including the site analysis and schematic design process. Then present the preliminary design identified for aesthetic enhancements and collect feedback from the public.

l. Steering Committee (Meeting No. 3): Meet with the Steering Committee to review public input. Update the preliminary design and costs opinion based upon the Steering Committee and public input received.

m. Attend a City Council meeting and assist with presentation.

n. Construction Documents: Based upon review and approval of the preliminary design plans, proceed with final design and construction documentation for the project. Prepare construction details for landscape restoration improvements, decorative railings, parapet walls and lighting. The bridge conduit layout will terminate at the ends of bridge wings or other appropriate locations. Additional plan lighting details will include conduit layout from the bridge to the power source(s). The design, furnishing, and installing of conductors and fixtures, and making all connections, will be by others. Prepare technical specifications for proposed aesthetic improvements.

6. STRUCTURAL DESIGN SERVICES

The CONSULTANT will complete detailed design and plans for construction of a bridge over the Raccoon River.

a. Project deliverables include the following information:

iv. Preparation and submittal of preliminary construction drawings to the CITY and other project stakeholders for review and comment. A meeting will be held with the CITY and other project stakeholders to review and discuss the preliminary design and plans. Assumes one set of preliminary construction drawings for all work.

v. Preparation and submittal of final construction drawings to the CITY for review, approval, and construction of improvements. A meeting will be held with the CITY and other project stakeholders to review and discuss the final design and plans. Assumes one set of final construction drawings for all work.

b. Construction drawings will include the following information:

i. Bridge type, size, and location plan.

ii. Bridge construction plans and details.

All plans will be created on bond paper, with an 11" x 17" sheet size. Final Plans will be certified by a Licensed Professional Engineer, licensed in the State of Iowa.

7. BIDDING PHASE

Upon receipt of CITY authorization under the Final Design Phase as described herein, the CONSULTANT shall perform the following services:

a. Construction Contract Documents - The PROJECT will be let by the CITY and the CONSULTANT shall supply the necessary documents for this process.

b. Advertising - The CONSULTANT shall answer questions from potential contractors, subcontractor and suppliers, and coordinate with CITY staff during this phase of services.

c. Bidding - The CONSULTANT shall attend the meeting at which bids are received, tabulate the bids and make recommendations to the City Council regarding the awarding of the construction contract to the lowest qualified bidder.

d. The services under this Agreement shall include those required for the construction of the proposed improvements for the PROJECT. One bid letting is anticipated for the PROJECT.

8. CONSTRUCTION ADMINISTRATION

Upon award of the initial construction contracts, the CONSULTANT shall

perform the following administrative services during construction of the PROJECT:

a. During the construction phases, the CONSULTANT shall specify the testing of materials and administrative procedures as per the CITY's requirements and as directed by the CONSULTANT.

b. Preconstruction Conferences - The CONSULTANT shall arrange and conduct a preconstruction conference with the Contractor and CITY, to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.

c. Site Observation – The CONSULTANT shall visit the construction site, at such times and with such frequency deemed necessary by the CONSULTANT, to (a) observe the progress and (b) determine if the results of the construction work substantially conforms to the drawings and specifications in the Construction Documents. Site Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP).

d. Contractor Payment Requests - The CONSULTANT shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.

e. Notification of Nonconformance - The CONSULTANT shall notify the CITY of any known work which does not conform to the construction contract, make recommendations to the CITY for the correction of nonconforming work and, at the request of the CITY, see that these recommendations are implemented by the contractor.

f. Shop Drawings - The CONSULTANT shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.

g. Change Orders - The CONSULTANT shall prepare change orders for approval of the CITY.

h. Substantially Complete and Final Site Observation - The CONSULTANT shall perform a site observation to determine if the PROJECT is substantially complete according to the plans and specifications and make recommendation on final payment for each construction phase.

i. During the Construction Services Phase, the Project Manager shall confer with the CITY's Project Officer to report PROJECT status. A written progress report shall be submitted and written in such a way that it is suitable for use as a City Council information item.

j. If the Contractor exceeds the estimated working days in completing construction of the PROJECT for any of the PROJECT lettings, or if change orders or project additions require additional working days, the CONSULTANT will be compensated for administration, inspecting and staking services based on established hourly rates and fixed expenses outlined in the Engineer's Standard Fee Schedule (Exhibit "A" in Attachment 3).

k. Final Acceptance – The CONSULTANT will make a recommendation of final acceptance to the CITY for review by its City Council. Final acceptance of the PROJECT by the CITY shall not be deemed to release the Contractor from responsibility for insuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the CONSULTANT for liability of design.

C. CONSTRUCTION SERVICES (if needed)

The CONSULTANT will perform construction services for construction of the PROJECT . Construction Services for the remainder of the alignment will be by amendment to this agreement or separate agreement.

1. CONSTRUCTION OBSERVATION

The CONSULTANT will provide one or more Resident Engineer or Resident Construction Observer for the PROJECT as required during the Construction Phases. If the Contractor requests a waiver of any provisions of the plans and specifications, the CONSULTANT will make a recommendation on the request to the CITY for their determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The CITY shall never be deemed to have authorized the CONSULTANT to consent to the use of defective workmanship or materials. The Construction Observer will give guidance to the PROJECT during the construction periods, including the following:

a. Checking of lines and grades required during construction.

b. Observation of the work for general compliance with plans and specifications. Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP), if any is required for the site, which is the sole responsibility of CITY (See Article I.E.2., herein).

c. Keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.

d. Resident Services provide the CITY with representation at the job site during the Construction Phases of the PROJECT which results in increasing the probability that the PROJECT will be constructed in substantial compliance with the plans and specifications, and Contract Documents. However, such Resident Services do not guarantee the Contractor's performance. Resident services do not include responsibility for construction means, controls, techniques, sequences, procedures or safety.

2. CONSTRUCTION TESTING

The Resident Engineer or Construction Observer shall coordinate the acceptance testing and monitoring according to CITY requirements. Concrete field air and slump tests required will be completed by the Resident Engineer or Construction Observer. Moisture and density control tests will be required by the CITY. Assurance sampling, testing and source inspection required is not expected to be provided by the CONSULTANT.

D. ADDITIONAL SERVICES

1. Changes in Scope of Services

The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but not be limited to, expanding the scope of the PROJECT and work to be completed; requesting the development of various documents; or requesting additional work items that increases the CONSULTANT's Services and corresponding costs. Additional Services shall be performed as requested in writing by the CLIENT on an hourly basis in accordance with the CONSULTANT's current fiscal year Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

Additional Services that may be added at the option of the CLIENT include, but are not limited to, the following:

a. Changes in Alignment
b. Roadway Design
c. Wetland Mitigation Design and Construction Services
d. Landscape Design

E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS

1. CONSULTANT'S Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial storm water pollution prevent plan, then and in that event and notwithstanding any provision to the contrary, CONSULTANT shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial storm water pollution prevent plan for the site.

2. CLIENT'S Responsibility

CLIENT shall be solely responsible for: a) the submittal of the Notice of Intent; b) the implementation, administration and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and, e) compliance with all NPDES or storm water discharge statutes, rules, regulations or ordinances applicable to the site. Upon CLIENT'S request, CONSULTANT will include the initial Storm Water Pollution Prevent Plan as a part of the Construction Documents and will require the Construction Contractor in the Construction Contract to assume all of CLIENT'S responsibilities set forth in this paragraph.

3. Indemnification

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless against all damages, liabilities or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by CONSULTANT'S errors, omissions or negligent acts relating to the preparation of the Notice of Intent or creation of the initial storm water pollution prevent plan. CLIENT shall protect, defend, indemnify and hold CONSULTANT harmless from any and all Claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance, unless said Claims were primarily caused by the CONSULTANT'S own negligent acts. CLIENT shall release, waive and otherwise discharge any and all Claims that CLIENT may assert against CONSULTANT relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of CONSULTANT'S work on the site.

ATTACHMENT 2
S. GRAND PRAIRIE PARKWAY RIVER BRIDGE
PROJECT #0510-063-2015
CITY OF WEST DES MOINES, IOWA

PROJECT SCHEDULE

This PROJECT, from design through construction completion, shall be performed by the CONSULTANT in accordance with a schedule mutually developed by CITY and CONSULTANT. The schedule for the PROJECT is described as follows:

Notice to Proceed	June 8, 2015
River Survey Complete	July 1, 2015
Preliminary Design Complete	October 1, 2015
Final Design Complete	April 1, 2016
Bidding	May of 2016
Construction Complete	May of 2017

ATTACHMENT 3
S. GRAND PRAIRIE PARKWAY RIVER BRIDGE
PROJECT #0510-063-2015
CITY OF WEST DES MOINES, IOWA

COMPENSATION AND TERMS OF PAYMENT

The CITY shall pay the CONSULTANT in accordance with the terms and conditions of this Agreement.

A. BASIC ENGINEERING SERVICES

As set forth in Attachment No. 1 - Article I(B) the basic engineering fee will be the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule. The current fee schedule is attached. Total fees of services shall not exceed the following amounts without approval of the CITY.

	TOTAL
1. Project Administration	$19,000
2. Bridge Hydraulic Modeling & Floodplain Permitting	$19,500
3. Conditional Letter of Map Revision	$15,000
4. Geotechnical Engineering Services	$15,000
5. Bridge Aesthetics and Public Engagement	$45,000
6. Structural Design Services	$220,000
7. Bidding Phase	$2,000
8. Construction Administration	$25,000
	$360,500

Anytime the CONSULTANT anticipates that actual engineering costs will exceed estimated engineering costs, he shall immediately notify the CITY, in writing, of such proposed increase and the reasons therefore. The CITY shall thereupon review such proposed increase and either accept or reject it.

B. CONSTRUCTION SERVICES (if needed)

As set forth in Attachment No. 1 - Article I(C) the engineering fee shall be on the basis of a maximum fixed fee on hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule. The current fee schedule is attached. Total fees of services shall not exceed the following amounts without approval of the CITY.

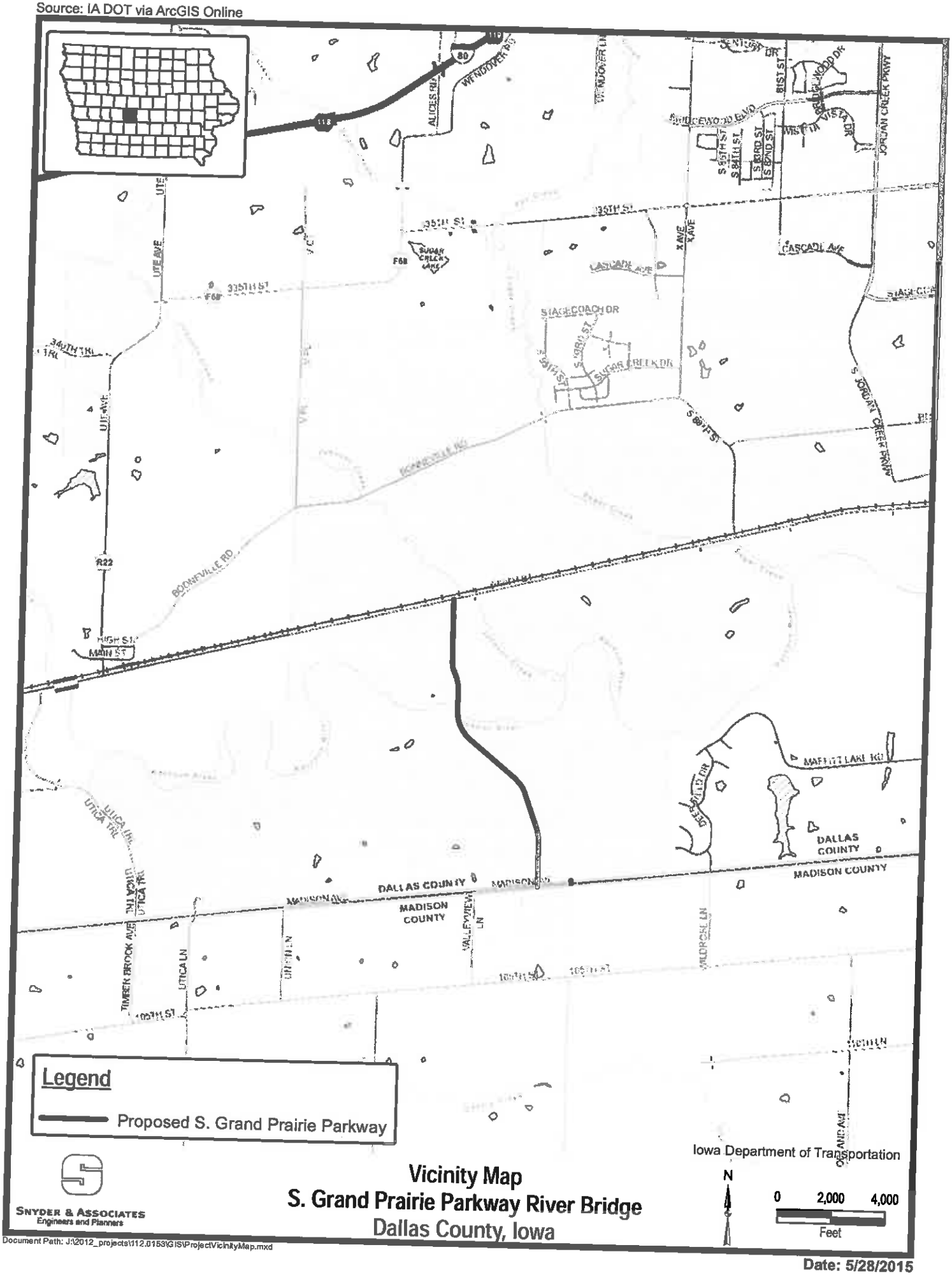
	TOTAL
1. Construction Observation	$120,000
2. Construction Testing	$10,000
	$130,000
TOTAL	**$490,500**

EXHIBIT "A"
CONSULTANT'S FEE SCHEDULE

SNYDER & ASSOCIATES, INC.
2015-16
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal	$183.00	/hour
Principal	$172.00	/hour
Senior	$156.00	/hour
VIII	$144.00	/hour
VII	$137.00	/hour
VI	$132.00	/hour
V	$123.00	/hour
IV	$112.00	/hour
III	$104.00	/hour
II	$94.00	/hour
I	$81.00	/hour
Technical		
Technicians--CADD, Survey, Construction Observation		
Lead	$110.00	/hour
Senior	$106.00	/hour
VIII	$99.00	/hour
VII	$91.00	/hour
VI	$81.00	/hour
V	$73.00	/hour
IV	$67.00	/hour
III	$56.00	/hour
II	$47.00	/hour
I	$42.00	/hour
Administrative		
II	$56.00	/hour
I	$46.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

Source: IA DOT via ArcGIS Online



SNYDER & ASSOCIATES
Engineers and Planners

Vicinity Map
S. Grand Prairie Parkway River Bridge
Dallas County, Iowa

Document Path: J:\2012_projects\112.0153\GIS\ProjectVicinityMap.mxd

Date: 5/28/2015

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: June 1, 2015

Resolution - Approving Railroad Agreement
Grand Avenue Improvements Phase 5
Raccoon River Regional Park to S. 35th Street
Iowa Interstate Railroad, Ltd.

FINANCIAL IMPACT:

The cost of engineering services provided by Iowa Interstate Railroad, Ltd for review and approval of plans and specifications is $750.00.

All costs for these services can be paid from budgeted account no. 4047.75.820.6.7910 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:

The City is reconstructing Grand Avenue from Raccoon River Regional Park to S. 35th Street adjacent to the Iowa Interstate Railroad, Ltd. rail line. Approval of the agreement will allow the City to enter railroad property to construct the project. It's our understanding there will not be any additional fee requests from the railroad.

OUTSTANDING ISSUES:

None

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Railroad 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 JBW
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	May 26, 2015		
Recommendation	Yes	No	Split

Resolution Approving Railroad Agreement

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

Grand Avenue Phase 5 Improvement Project
Project No. 0510-019-2013

and,

WHEREAS, to complete said project the Iowa Interstate Railroad, Ltd requires an agreement to perform work on railroad property; and,

WHEREAS, the Engineering Services Department has obtained a written agreement from the Iowa Interstate Railroad, Ltd for engineering services at the following cost to the City of West Des Moines;

Railroad Agreement	**$750.00**

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the Iowa Interstate Railroad, Ltd is hereby requested to perform the engineering services required for the above named public project.

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

PASSED AND APPROVED this 1st day of **June, 2015.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

AGREEMENT

Between

West Des Moines, Iowa

And

IOWA INTERSTATE RAILROAD, LTD

Covering the Construction of an adjacent Highway
Between Iowa Interstate Railroad , LTD Milepost 365 and 365.5
in West Des Moines, Polk County, Iowa.

STP-U-8260(634)- - 70-77
IAIS 15-059-MP365

This Agreement made and entered into this _____day of _____, 2015, (the Effective Date) by and among **IOWA INTERSTATE RAILROAD, LTD,** 5900 Sixth Street, Cedar Rapids, Iowa 52404 (hereinafter referred to as RAILROAD), and **CITY OF WEST DES MOINES, IOWA,** 4200 Mills Civic Pkwy, P.O. Box 65320, West Des Moines, Iowa 50265-0320 (hereinafter referred to as CITY).

WHEREAS, the RAILROAD operates a railroad upon railroad tracks situated in the City of West Des Moines, Iowa, which railroad tracks proceed in a predominantly east/west direction parallel to Grand Avenue;

WHEREAS, CITY has initiated a project to reconstruct Grand Avenue from Raccoon River Drive to South 35th Street, which project is known as the "GRAND AVENUE IMPROVEMENT PROJECT ("Project");

WHEREAS, the CITY and RAILROAD have negotiated this Agreement to provide for construction of the Project and CITY has provided payment of $750.00 to RAILROAD for its engineering services.

NOW, THEREFORE, the CITY and the RAILROAD do hereby agree as follows:

Section 1. Improvements to be Performed by CITY.

The CITY has prepared and submitted to RAILROAD the necessary plans and specifications covering the Project as generally described on Exhibit A and incorporated herein by this reference. Such plans for CITY Improvements and specifications have been reviewed

and approved by the RAILROAD. For these services the CITY has paid and the RAILROAD has accepted an engineering review fee of $750.00. The Project includes ditch work on RAILROAD property. This Project shall meet the minimum horizontal and vertical clearance of the track from obstructions and shall provide for drainage or surface water in such a way as to not impair or compromise the stability of the track structure; said conditions post-Project shall be similar to that in existence at the execution of this Agreement. The CITY will award contracts, and supervise and furnish engineering and inspection for all Project work performed, which work is to be commenced in the spring of 2015. RAILROAD and CITY will each make all good faith efforts to coordinate construction to efficiently complete the Project. Upon request, CITY will furnish to RAILROAD copies of its contracts relating to the Project.

The CITY will require its Project engineers to contact the RAILROAD's authorized representative at least ten (10) days prior to commencing any initial construction work on the CITY's improvements and will keep RAILROAD's authorized representative informed of the progress of the work. Upon completion of the CITY Improvements, the CITY will notify the RAILROAD's authorized representative. As it relates to this Project, the CITY and its contractor(s) shall not do or permit anything to be done that will interfere with, interrupt or endanger the operation of trains, engines, rail cars, or other railroad equipment. During the construction contemplated herein, the CITY shall coordinate its activity and the activities of its contractors with train operation schedules or related information as provided by CARRIER and the City and its contractor(s) shall not unduly interrupt railroad operations. The CITY and its contractor(s) shall leave the RAILROAD's Right-Of-Way in a clean and orderly condition. All work herein provided to be done by the CITY'S contractor(s) on RAILROAD's right-of-way shall be done under the supervision, inspection, and direction of the CITY's personnel and in accordance with rules and regulations which are now or may hereafter be adopted by RAILROAD; CITY employees, agents, and contractors working on the Project shall comply with RAILROAD's safety requirements as required herein prior to commencing work on the Project. Should the Project require work outside the boundary of the established Temporary Easement as delineated by the barrier in Section 4 below or within twenty-five (25) feet of the track center line, contractor orientation training will be required. Information on approved training courses can be obtained from RAILROAD's authorized representative.

RAILROAD's authorized representative is as follows:

Greg Mitchell
5900 6th St SW
Cedar Rapids, Iowa 52404
319-298-5424

Section 2. Improvements to be Performed by RAILROAD.

The RAILROAD, as a result of the Project, is not planning to make any modifications to the track structure. If changes to the track structure are deemed necessary as a result of the Project by either the RAILROAD or the CITY, the RAILROAD will perform the work as a force account. The CITY agrees to pay the RAILROAD the actual costs of the work performed,

materials supplied, or services performed by the RAILROAD or its contractors, employees, or agents. The actual cost shall include the RAILROAD's standard customary additives to materials, services, and labor. The RAILROAD will bill these costs and expenses to the CITY, said invoices to be paid within 60 days of receipt. The RAILROAD will perform all work within the track structure.

The RAILROAD shall keep all of its records and accounts relating to any costs and expenses of the RAILROAD to be reimbursed by the CITY for a period of 6-months from date of full payment by the CITY. During such period, the CITY shall have the right to inspect, copy, and audit all such records during normal business hours. If an audit discloses that the RAILROAD has been overpaid, the RAILROAD shall reimburse CITY for the amount of any such overpayment. If the audit reveals that the RAILROAD has been underpaid, the CITY will pay the RAILROAD the amount of the underpayment.

Section 3. Indemnification.

To the fullest extent permitted by law, the CITY agrees to indemnify and hold harmless the RAILROAD, its officials, agents, and employees and others working on behalf of the RAILROAD, from and against any and all loss, damage, claim, demand, action, cause of action, cost and expense, including any and all outlay and expense connected therewith, of every person or entity including, but not limited to, employees, officers, agents, and invitees of the parties hereto, or from loss of or damage to property of any kind or nature to whomsoever belonging, including loss of use thereof, and including, but not limited to, property owned by or in the care, custody, and control of, the parties hereto, and for any damages which may be asserted, claimed, or recovered against or from the RAILROAD, its officials, agents, and employees and others working on its behalf, by reason of storage of materials on RAILROAD'S right-of-way, personal injury, including bodily injury or death, including injuries to RAILROAD's employees, which arise, relate, or result in any manner from the construction of the Project.

Section 4. Track Protection Services.

Prior to commencement of the Project, the RAILROAD shall determine the need for track protection services in order to protect the RAILROAD'S traffic and property during the Project. RAILROAD will forward to CITY statements of actual costs incurred. The CITY shall reimburse the RAILROAD for actual costs associated with these services.

CITY shall require its contractor(s) to ensure track protection service necessary to protect the RAILROAD traffic and property in connection with work on RAILROAD property. The CITY shall require its contractor(s) to procure track protection services and temporary grade crossings from RAILROAD. The CITY will require its contractor(s) to reimburse the RAILROAD for any actual and necessary costs before final payment to CITY's contractor is made.

EXHIBIT B attached hereto and incorporated herein is the Draft Special Provisions for work on the RAILROAD's Right-of-Way which outlines the binding construction notification to

be provided to prospective contractors. A substantially similar form shall be published by the CITY prior to bid letting and shall incorporate all terms and conditions of this Agreement.

RAILROAD will notify CITY when non-compliance with this Agreement is observed. Work performed without track protection services will be subject to a $5,000.00 price adjustment pursuant to Exhibit B. CITY's work on the Project without the required track protection may result in the removal of CITY's contractor by RAILROAD from the project.

Any time track protection services are not being provided, AGENCY's contractor must provide and maintain an effective physical barrier at the drainage and temporary easement limits to prevent unauthorized trespassing. Physical barrier must be posted with a sign stating "CAUTION, LIVE TRACK, TRACK PROTECTION NEEDED BEYOND THIS POINT". Typical barriers included concrete "J" barriers or safety fencing. Other barriers may be used to accommodate varying construction sites with approval of RAILROAD.

Section 5. Contractor Requirements – Insurance & Protection.

The CITY shall require its contractor(s), as part of all contracts relating to the construction of the CITY Improvements, to indemnify and save harmless the RAILROAD as provided in Paragraph 3, against all loss, liability, and damages that arise from the activities of the CITY or the CITY's contractor(s) or any agents in the performance of the construction of said Improvements. Notwithstanding the foregoing, nothing herein contained is to be deemed or construed as indemnification against the sole negligence of the CARRIER, or its officers, employees, or agents.

The CITY agrees it or its contractor(s) will provide for and on behalf of the RAILROAD Railroad Protective Insurance as stated in the Code of Federal Regulations, Title 23, Part 646, and any revisions thereto issued by the Federal Highway Administration for damages because of bodily injury to or death of persons and injury to or destruction of property resulting from the operations of the contractor(s), subcontractors, or their employees on the Project, such insurance (written in the limits as shown below) to be acceptable to the RAILROAD and reviewed and approved by RAILROAD within thirty (30) days of submission to RAILROAD by the CITY and/or its contractor(s) with RAILROAD identified as named insured. Approval and acceptance shall not be unreasonably withheld. The form of insurance to be furnished shall be in accordance with the Railroad Protective Liability form shown in the Federal Aid Highway Program Manual, and shall be executed by an insurance company qualified in the State of Iowa. Limits of such insurance shall be as follows:

> Coverage A (Bodily Injury Liability); Coverage B (Property Damage Liability); and Coverage C (Physical Damage to Property) combined single limit of $5,000,000 per occurrence with $10,000,000 aggregate for the term of the policy.

The CITY will also require its contractor(s) to have General public liability Insurance with limits of not less than $4,000,000 per occurrence with $6,000,000.00, naming RAILROAD as additional insured, with limits of no less than $6,000,000.00 in the aggregate and

$4,000,000.00 per occurrence. In addition, the CITY will require its contractor(s) procure insurance, not otherwise specifically provided for herein, in accordance with those requirements set forth by RAILROAD in its IAIS External Insurance Requirements, March 6, 2015, which requirements are attached as Exhibit C and incorporated herein by this reference, with RAILROAD identified as an additional insured. Certificates of Insurance evidencing Liability Insurance shall be provided to RAILROAD for its approval prior to CITY or its contractor's commencing work on the Project.

Upon RAILROAD's request, CITY agrees to provide copies of its contracts with its contractors to RAILROAD for review to ensure compliance with the terms of this Section. Upon RAILROAD's request, CITY agrees to procure and provide any of the insurance policies identified herein to RAILROAD for review.

Section 6. Federal Requirements.

It is understood that this project may be financed from funds appropriated by the Federal Government, and expended under Federal regulations; that all plans, specifications, estimates, awards of contracts, acceptance of the work and general procedures are subject to all Federal laws and regulations applying to it as a Federal project and subject to applicable State Law. Specific reference is made to Code of Federal Regulations, Title 23, parts 14, 646, 655, and 172 and any revisions thereto. These regulations are by reference made a part of this Agreement, in the event that this project is nonparticipating in Federal Aid any reference to the Federal Highway Administration in the regulations shall be interpreted as meaning the STATE.

Section 6. Maintenance of Highway.

Upon completion of the Project, CITY shall at its own cost and expense, maintain, and repair the highway, drainage structures, and all other highway facilities. The CITY shall maintain all documentation including construction notes and as built plans as well as any future inspection and repair records. The CITY shall provide copies of these records to the RAILROAD in a timely manner if requested.

Section 7. Compliance with Legal Requirements.

The CITY, in performing the work shall observe and comply with all applicable federal, state, municipal, and other laws, ordinances, rules and regulations, including, without limitation, all Iowa Department of Transportation orders and recommendations pertaining to the Highway and any modifications (if any), and shall apply for and obtain any and all public authority, permission, and licenses necessary. The CITY shall indemnify and hold harmless the RAILROAD from and against any loss, cost, damage, expense, liability, penalty, claim, and forfeiture resulting from any failure of CITY to comply with the provision of this Section or to comply with the requirements of any public authority, license, or permission obtained as aforesaid.

Section 8. Notices.

Any notice required or desired to be given under this Agreement shall be in writing and personally served, given by overnight express delivery, or given by certified mail. Telecopy notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed, and (b) followed by delivery of actual notice in the manner described above within three (3) business days thereafter. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the part to receive at the following address or at such other address as the party may from time to time direct in writing.

The Railroad:	Iowa Interstate Railroad ATTN: Engineering 5900 6th Street SW Cedar Rapids, Iowa 52404
AGENCY	City of West Des Moines ATTN: City Clerk 4200 Mills Civic Parkway PO Box 65320 West Des Moines, Iowa, 50265-0320

Express delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three (3) days after deposit with the United States Postal Service.

Section 9. Miscellaneous

This Agreement embodies the entire agreement between the parties and shall not be altered except through a written instrument signed by both parties.

This Agreement shall be governed by the laws of the State of Iowa and may be enforced only in the federal or state district courts located in Iowa.

This agreement may be executed and delivered in counterparts, each of which so executed and delivered shall be deemed to be an original.

In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this agreement shall not be affected and shall continue to be valid and enforceable.

The titled or captions of Sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part for purposes of interpreting or applying this Agreement and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions.

List of EXHIBITS included with this Agreement

EXHIBIT A- Plan sheets of Highway Bridge
EXHIBIT B- Special Provisions for Construction Work on IAIS ROW
EXHIBIT C- IAIS External Insurance Requirements, March 6, 2015

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, the day and year first above written.

IOWA INTERSTATE RAILROAD, LTD

By:

Title:

Date:

Witness:

By:

Title:

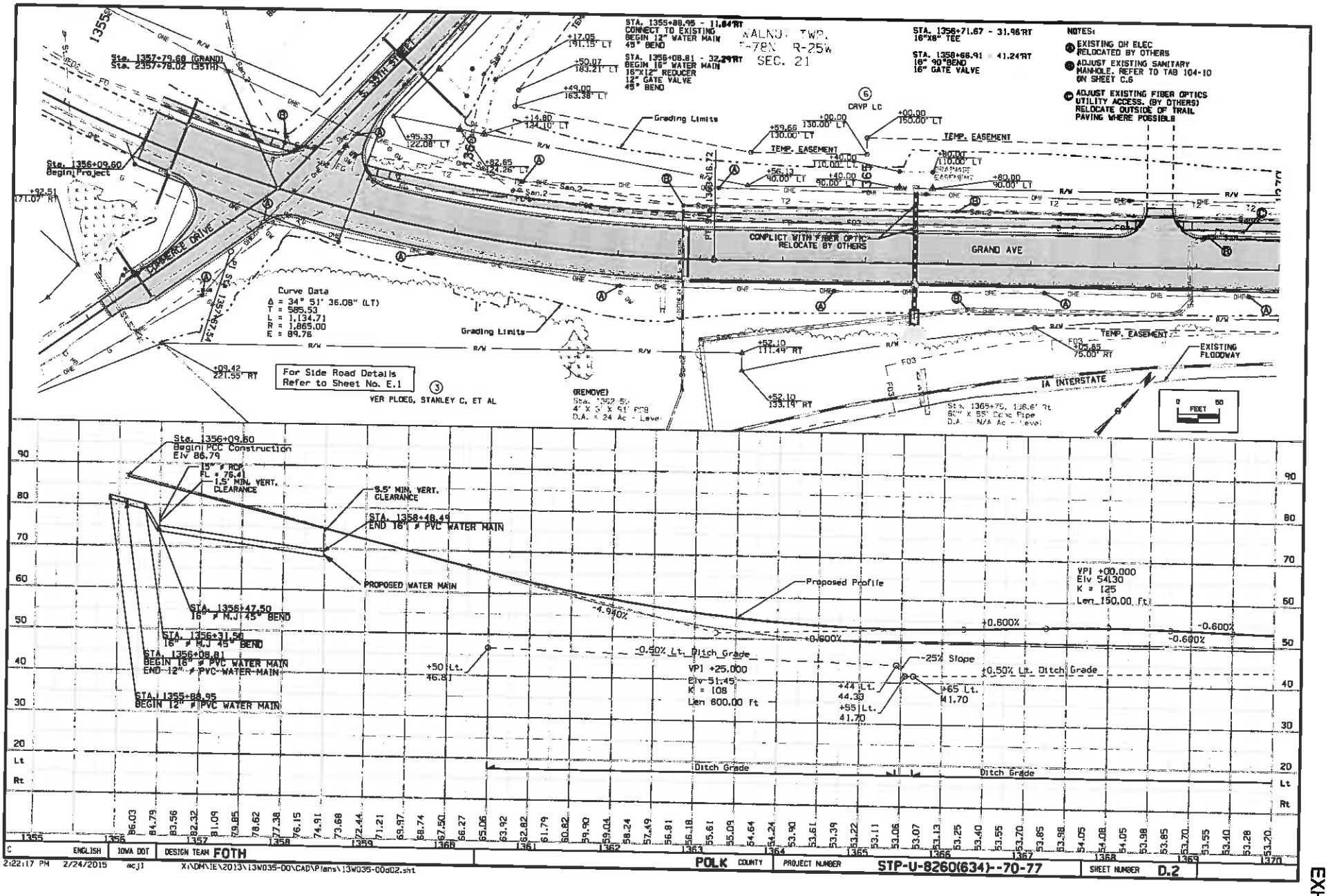
Date:

CITY OF WEST DES MOINES, IOWA

By: Ryan T. Jacobson

Title: City Clerk

Date:



C | ENGLISH | IOWA DOT | DESIGN TEAM FOTH | POLK COUNTY | PROJECT NUMBER STP-U-8260(634)--70-77 | SHEET NUMBER D.2

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EXHIBIT A

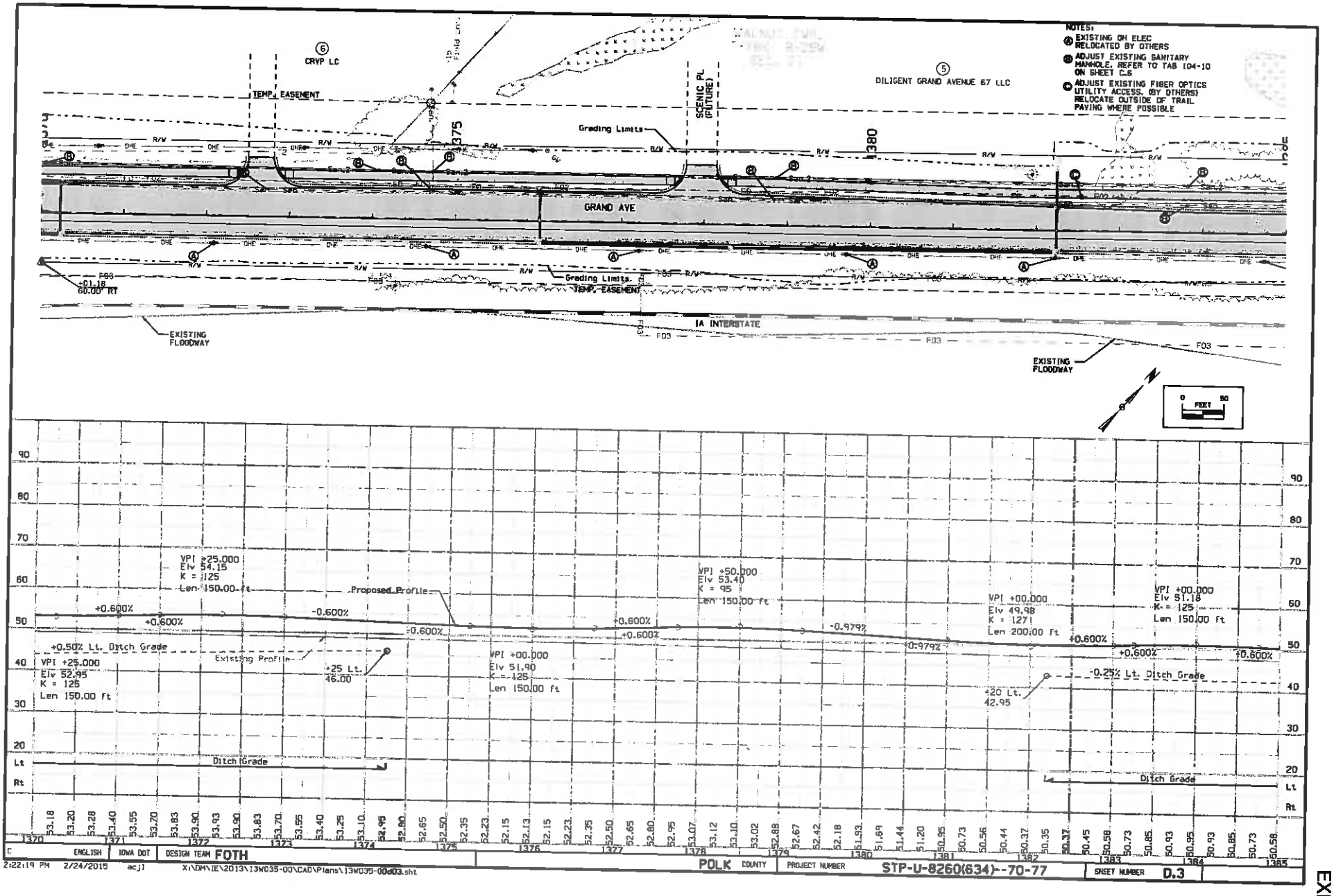
NOTES:
A EXISTING OH ELEC RELOCATED BY OTHERS
B ADJUST EXISTING SANITARY MANHOLE. REFER TO TAB 104-10 ON SHEET C.6
C ADJUST EXISTING FIBER OPTICS UTILITY ACCESS. (BY OTHERS) RELOCATE OUTSIDE OF TRAIL PAVING WHERE POSSIBLE
CRYP LC
TEMP. EASEMENT
SCENIC PL (FUTURE)
DILIGENT GRAND AVENUE 67 LLC
Grading Limits
GRAND AVE
IA INTERSTATE
EXISTING FLOODWAY
+01.18 60.00 RT
VPI +25.000 Elv 54.15 K = 125 Len 150.00 ft
VPI +50.000 Elv 53.40 K = 95 Len 150.00 ft
VPI +00.000 Elv 49.98 K = 127 Len 200.00 ft
VPI +00.000 Elv 51.18 K = 125 Len 150.00 ft
VPI +25.000 Elv 52.95 K = 125 Len 150.00 ft
VPI +00.000 Elv 51.90 K = 125 Len 150.00 ft
Proposed Profile
Existing Profile
+0.600%
-0.600%
-0.979%
+0.50% Lt. Ditch Grade
-0.25% Lt. Ditch Grade
+25 Lt. 46.00
+20 Lt. 42.95
Ditch Grade
ENGLISH
IOWA DOT
DESIGN TEAM FOTH
POLK COUNTY
PROJECT NUMBER STP-U-8260(634)--70-77
SHEET NUMBER D.3
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EXHIBIT A

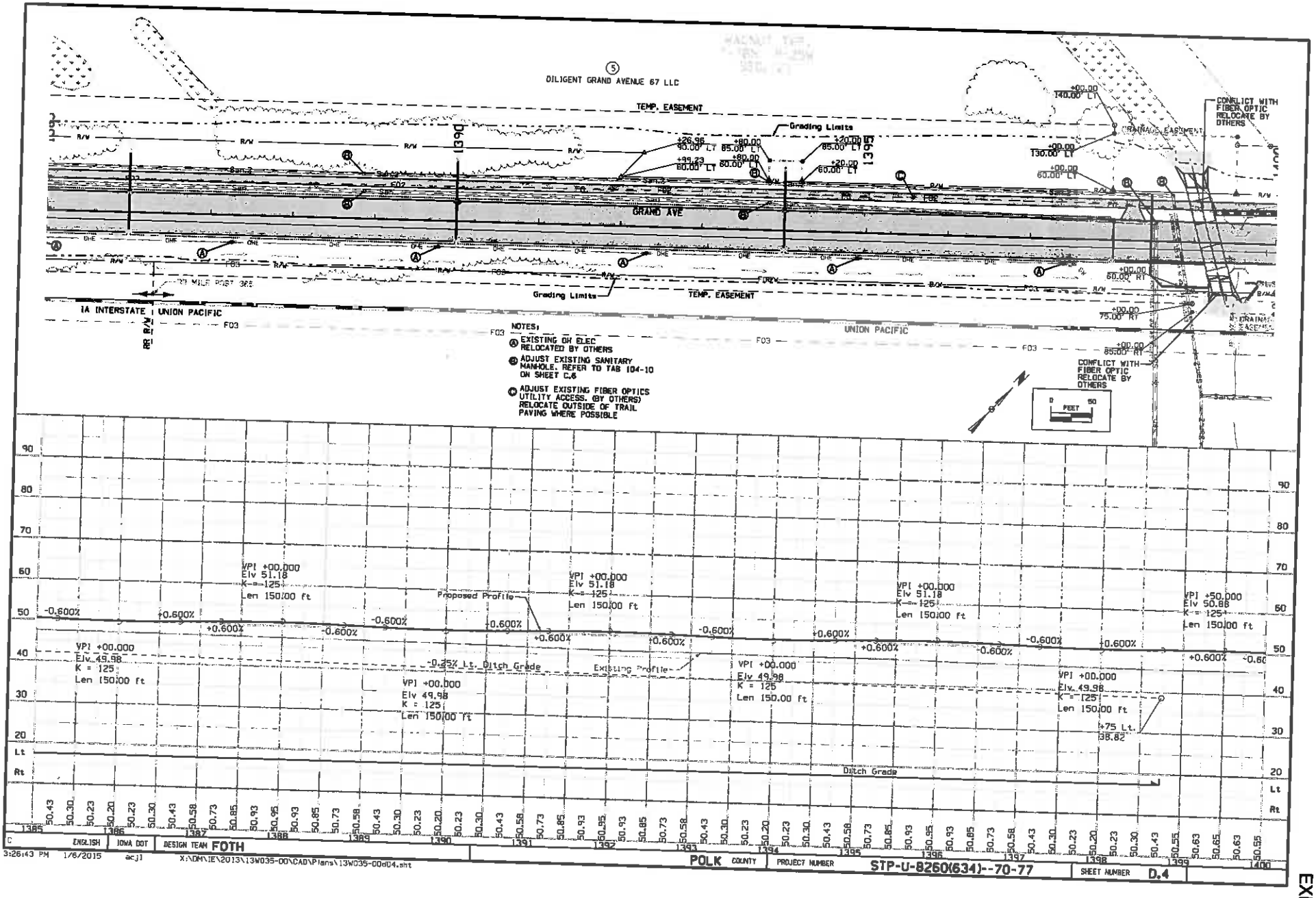
DILIGENT GRAND AVENUE 67 LLC
TEMP. EASEMENT
Grading Limits
GRAND AVE
IA INTERSTATE 1 UNION PACIFIC
UNION PACIFIC
CONFLICT WITH FIBER OPTIC RELOCATE BY OTHERS
NOTES:
EXISTING OH ELEC RELOCATED BY OTHERS
ADJUST EXISTING SANITARY MANHOLE. REFER TO TAB 104-10 ON SHEET C.6
ADJUST EXISTING FIBER OPTICS UTILITY ACCESS. (BY OTHERS) RELOCATE OUTSIDE OF TRAIL PAVING WHERE POSSIBLE
Proposed Profile
Existing Profile
-0.25% Lt. Ditch Grade
Ditch Grade
VPI +00.000 Elv 51.18 K = 125 Len 150.00 ft
VPI +00.000 Elv 49.98 K = 125 Len 150.00 ft
VPI +50.000 Elv 50.88 K = 125 Len 150.00 ft
-0.600%
+0.600%
ENGLISH
IOWA DOT
DESIGN TEAM FOTH
POLK COUNTY
PROJECT NUMBER STP-U-8260(634)--70-77
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EXHIBIT A

SP-121046a
(Replaces SP-121046)

Iowa Department of Transportation

SPECIAL PROVISIONS FOR
WORK ON RAILROAD RIGHT-OF-WAY (IOWA INTERSTATE RAILROAD)

Polk County
STP-U-8260(634)--70-77

Effective Date
May 19, 2015

THE STANDARD SPECIFICATIONS, SERIES OF 2012, ARE AMENDED BY THE FOLLOWING ADDITIONS AND MODIFICATIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

DEFINITIONS.

Agency
City of West Des Moines and its agents.

Agency Standard Specifications
Shall refer to the Iowa Department of Transportation's Standard Specifications, Series 2012.

State
Shall refer to the State in which the work is performed.

Contractor
Company or Companies performing work for the Agency for which this document is included with the contracts pertaining to such work.

Railroad
Any references to Railroad in this specification refers to Iowa Interstate Railroad, Ltd., its successors, and assigns, and agents.

Railroad's Representative
In this specification, references to the Railroad's Representative is intended to mean the following: Railroad's Assistant Chief Engineer – Engineering Services or authorized representative

121046a.01 PERMITS.

Contractor shall, before entering upon Iowa Interstate Railroad (Railroad) property for performance of work secure permission from Railroad's Vice President of Engineering Representative for occupancy and use of Railroad's property and shall confer with Railroad relative to requirements for railroad clearances, operation, and general safety regulations. (In this specification, references to the Railroad's Vice President of Engineering is intended to mean the following: Railroad's Vice President of Engineering or authorized representative)

Contractor shall provide Agency and Railroad with proposed construction schedule outlining the timing of activities that will need track protection services.

Contractor shall conduct work in a manner satisfactory to Railroad's Vice President of Engineering Representative and shall not damage Railroad property or interfere with their operations.

Railroad's Vice President of Engineering Representative will at all times have jurisdiction over the safety of Railroad operations, and the decision of Railroad's Vice President of Engineering Representative as to procedures which may affect safety of Railroad operations shall be final, and Contractor shall be governed by such decision.

Should damage occur to Railroad property as a result of Contractor's operations, and Railroad deems it necessary to repair such damage or to perform work for protection of its property, the required materials, labor, and equipment shall be furnished by Railroad, and Contractor shall reimburse Railroad for costs so incurred as defined in Section E. Railroad Reimbursements.

121046a.02 TEMPORARY GRADE CROSSINGS.

If Contractor requires construction of a temporary grade crossing across Railroad's track(s) for use during performance of the contract, Contractor shall make necessary arrangements with Railroad for construction, protection, and later removal of such temporary grade crossing. Costs of such temporary grade crossing construction, protection, maintenance, and later removal shall be reimbursed to Railroad on the basis of Railroad's bills, to be rendered monthly.

Contractor shall not cross Railroad's property or track(s) with vehicles or equipment of any kind or character except at such temporary grade crossing as may be constructed as outlined herein, or at an existing and open public grade crossing.

121046a.03 CONTRACTOR SAFETY ORIENTATION

Contractor Safety Orientation training is not required for work performed on Agency property, or property of the Railroad subject to drainage or temporary easements or drainage easements acquired by the Agency for this project.

No employee of the Contractor, its subcontractors, agents or invitees that is working on the project may enter Railroad property outside of drainage or temporary easements without first having successfully passed an annual Railroad approved safety course. Proof of passing said course shall be in the employee's possession at all times when on Railroad property. Cost for the required training will be borne by Contractor.

Information on approved safety courses can be obtained from Railroad's authorized representative.

121046a.04 RAILROAD TRACK PROTECTION SERVICES

Track protection services required by Railroad, will be provided by Railroad and the cost shall be reimbursed to Railroad on the basis of Railroad's bills, to be rendered monthly. Requirements of the Railroad are as follows:

Track protection will be required during: anytime construction is outside of temporary easements obtained for this project; excavation, placing, and removal of cofferdams or sheeting; driving of foundation piling and placing of the concrete footings for piers adjacent to track(s); construction and removal of falsework, bracing, or forms over or adjacent to track(s); construction or equipment across the track; setting or placing of beams or girders in span(s) over any track(s); any construction operations involving direct interference with Railroad's track(s) or traffic, fouling of Railroad operating clearances or reasonable probability of accidental hazard to railroad traffic; or whenever workers or equipment will be working within 25 feet of the centerline of any live track. Track protection services will also be furnished whenever, in the opinion of the Railroad, such protection is needed.

In order that Railroad may be prepared to furnish protective services, Contractor shall notify Railroad at least 72 hours in advance of when protective services will be needed. Services are subject to availability of Railroad personnel.

Any time track protection services are not being provided, Contractor must provide and maintain an effective physical barrier at the drainage and temporary easement limits to prevent unauthorized trespassing. Physical barrier must be posted with a sign stating "CAUTION, LIVE TRACK, TRACK PROTECTION NEEDED BEYOND THIS POINT". Typical barriers included concrete "J" barriers or safety fencing. Other barriers may be used to accommodate varying construction sites with approval of Railroad.

Railroad will notify the Agency and Contractor when non-compliance is reported by Railroad train crews or other Railroad employees. Contractor work performed without proper flagging services, when such

flagging is required, will be subject to a $5,000.00 per day price adjustment to Contractor, and may result in the removal of Contractor by Railroad or Agency from the project.

121046a.05 RAILROAD REIMBURSEMENT.

Rates of pay for Railroad employees will be the prevailing Railroad hourly wage for an 8 hour day for the class of employee(s) involved during the regularly assigned hours, overtime in accordance with any Labor Agreements and Schedules and Railroad's standard additives, all as in effect at the time the work is performed.

Wage rates are subject to change, at any time, by law or by agreement between Railroad and employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. If wage rates are changed, Contractor shall pay on the basis of the new rates.

Contractor shall reimburse, monthly, the Railroad for costs of all services performed by Railroad for the Contractor, and furnish Agency written evidence that Railroad has acknowledged receipt of same before final payment will be made for the project.

121046a.06 SAFETY OF OPERATIONS.

During construction of footings or structures adjacent to any track of the Railroad, Contractor shall make adequate provision against sliding, shifting, sinking, or in any way disturbing railroad embankment and track(s) adjacent to said structures due to said construction operations, by driving temporary sheeting in a manner satisfactory to both the Agency and Railroad.

After review by the Agency, two sets of prints of proposed sheeting and bracing details bearing the seal of a registered structural or professional engineer, registered in the State together with the supporting documents, shall be forwarded to the Railroad's Representative for review and approval.

Contractor shall notify the Railroad's Representative in writing no less than ten working days in advance of the proposed time of the beginning of the construction of the structures adjacent to the track(s).

121046a.07 TEMPORARY CLEARANCES.

Contractor shall not store any materials, supplies or equipment outside of the temporary easement or closer than 25.0 feet from centerline of any Railroad track, measured at right angles thereto, whichever is more restrictive.

121046a.08 FINAL CLEANUP.

Contractor shall, upon completion of the work, remove from within the limits of the property of the Railroad, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of said Contractor; remove the approaches to any temporary grade crossing(s) constructed for Contractor's use, restoring same as nearly as practicable to conform to adjoining terrain; remove any accumulated silt in Railroad's side ditches, restoring proper flow thereto, employ erosion control measures as appropriate to prevent further siltation until ground cover is reestablished; and in all other respects leave said property in a neat condition satisfactory to Railroad's Representative.

121046a.09 RESPONSIBILITY OF SUPERVISION.

Nothing in this specification shall be construed to place any responsibility on Railroad for quality or conduct of the work performed by the Contractor hereunder. Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used, or method of operation shall not be construed to relieve Contractor of any obligations pursuant hereto or under the agreement this specification is appended to.

121046a.10 LIABILITY AND PROPERTY DAMAGE INSURANCE FOR WORK WHOLLY OR PARTLY WITHIN RAILROAD RIGHT-OF-WAY.

In addition to the requirements of Agency Standard Specifications, the Contractor shall carry insurance of the following kinds and amounts.

A. Insurance Required of Contractor.

1. Statutory Workers Compensation and Employer's Liability Insurance.

2. Automobile Liability in an amount not less than $1,000,000 combined single limit.

3. Comprehensive General Liability Occurrence Form in an amount not less than $2,000,000 per occurrence. In the event the policy is Claims Made Policy, coverage shall include an aggregate of $4,000,000. The Policy shall name Railroad as additional insured and shall not contain any exclusions related to:
   a. Doing business on, near, or adjacent to Railroad facilities.
   b. Loss or damage resulting from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances.

   The above policies shall contain a waiver of the right of subrogation

4. An Occurrence Form Railroad Protective Policy with limits of not less than $5,000,000 per occurrence for Bodily Injury Liability. Property Damage Liability and Physical Damage to Property, with $10,000,000 aggregate for the term of the policy with respect of Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. The policy shall name: Railroad.

   Before commencing work, Contractor shall submit to the Railroad and Agency a certificate of insurance evidencing the foregoing coverage and a certified, true, and complete copy of the policy or policies. The policies shall provide for no less than 30 calendar days prior written notice to the Railroad and Agency of cancellation of or any material change in, the policies.

   It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not relieve the Contractor from or serve to limit Contractor's liability or indemnity obligations under the provisions herein.

   It is further understood and agreed that, so long as the Contract remains in force, the Agency may from time to time revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. The Agency will give the Contractor written notice of any such requested change at least 30 calendar days prior to the date of expiration of the then existing policy or policies, and the Contractor agrees to, and shall, thereupon provide the Agency with such revised policy or policies therefore.

B. Insurance required of Subcontractor
If the Contractor chooses to hire a different company for performance of the work, before commencing work, the Contractor shall provide proof to the Agency and Railroad that all companies performing work under Contractor's supervision have provided insurance as required above or are covered under Contractor's Insurance.

121046a.11 INDEMNITY
Contractor shall indemnify, defend, and hold harmless the Railroad from any and all claims, demands, lawsuits, or liability for all losses, fines, damages, injuries, and deaths to persons or property (real or personal property) and all expenses and costs, including attorney fees, costs of litigation, and all other defense costs, resulting from or arising from the activities of the contractor(s) or any agents in the performance of the construction, repair, or maintenance work on said project. Notwithstanding the foregoing, nothing herein contained is to be deemed or construed as indemnification against the negligence of the Railroad and their officers, employees, or agents.

121046a.12 MECHANICS' LIENS.
The Contractor shall not permit or suffer any mechanic's or material supplier's liens of any kind or nature to be enforced against any property of Railroad for any work performed. The Contractor shall indemnify and hold harmless Railroad from and against any liens, claims, demands, costs, or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

121046a.13 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.
Railroad Insurance Provisions required by this specification beyond those required by the Agency Standard Specifications will be measured as a lump sum. The cost of insurance provisions above that required by the Agency Standard Specifications shall be included in the lump sum bid price for Railroad Insurance Provisions.

Iowa Interstate Railroad, LTD.

5900 6th Street Southwest, Cedar Rapids, Iowa 52404

IAIS External Insurance Requirements
Updated: 03-06-2015

Listed below are typical Insurance requirements when performing work on Iowa Interstate Railroad Ltd.'s (IAIS) property. IAIS reserves the right to modify these requirements at any time. Insurance certificates shall include the assigned IAIS project number.

Contractor shall procure insurance as follows:

1. Statutory Workers Compensation and Employer's Liability Insurance.
2. General public liability insurance
   a. Utilities: limits of not less than $500,000 for injury or death of a single person, or not less than $1,000,000 for any one accident, and not less than $250,000 per accident for property damage.
   b. Roadway Construction: limits of not less than $2,000,000 for injury or death of a single person, or not less than $4,000,000 for any one accident, and not less than $250,000 per accident for property damage.
   c. Bridge Construction: limits of not less than $4,000,000 for injury or death of a single person, or not less than $8,000,000 for any one accident, and not less than $250,000 per accident for property damage.
3. Comprehensive Automobile Liability with limits of not less than $500,000 for injury or death of a single person, or not less than $1,000,000 for any one accident, and not less than $250,000 for property damage.
4. Excess liability coverage with limits of not less than $5,000,000
5. The policy shall name the IAIS as additional insured. It also shall not contain any exclusions related to the following:
   a. Doing business on, near, or adjacent to railroad facilities.
   b. Loss or damage resulting from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances.

The above policies shall contain a waiver of the right of subrogation.

6. Railroad protective liability insurance with per occurrence and aggregate limits as shown in the table below. The policy shall name Iowa Interstate Railroad, LTD as the insured.

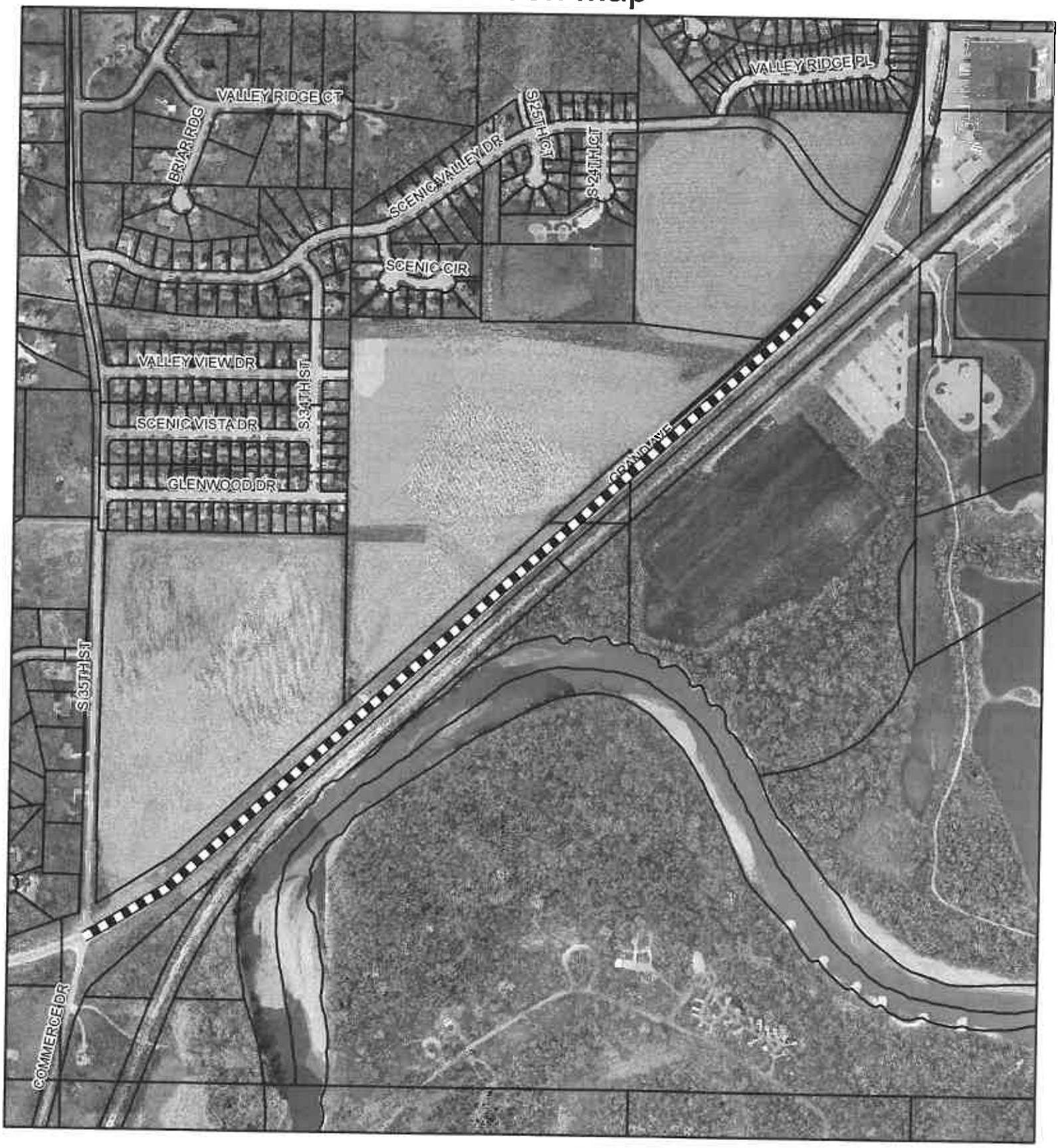
Railroad Protective Insurance Requirements

	Per Occurrence	Aggregate
Utility Crossings	$4,000,000	$6,000,000
Highway Construction	$4,000,000	$8,000,000
Overhead Highway Construction	$5,000,000	$10,000,000
Adjacent Commercial Construction	$5,000,000	$10,000,000

Before commencing work, Contractor shall submit to IAIS a certificate of insurance evidencing the foregoing coverage and a certified, true, and complete copy of the policy or policies. The policies shall provide for no less than 30 calendar days written notice to IAIS of cancellation or of any material change to the policies.

Please contact IAIS Engineering services with any questions or concerns.

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

Iowa Interstate Railroad, LTD.
5900 6th Street Southwest, Cedar Rapids, Iowa 52404

IAIS External Insurance Requirements
Updated: 03-06-2015

Listed below are typical Insurance requirements when performing work on Iowa Interstate Railroad Ltd.'s (IAIS) property. IAIS reserves the right to modify these requirements at any time. Insurance certificates shall include the assigned IAIS project number.

Contractor shall procure insurance as follows:

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2. General public liability insurance
   a. Utilities: limits of not less than $500,000 for injury or death of a single person, or not less than $1,000,000 for any one accident, and not less than $250,000 per accident for property damage.
   b. Roadway Construction: limits of not less than $2,000,000 for injury or death of a single person, or not less than $4,000,000 for any one accident, and not less than $250,000 per accident for property damage.
   c. Bridge Construction: limits of not less than $4,000,000 for injury or death of a single person, or not less than $8,000,000 for any one accident, and not less than $250,000 per accident for property damage.
3. Comprehensive Automobile Liability with limits of not less than $500,000 for injury or death of a single person, or not less than $1,000,000 for any one accident, and not less than $250,000 for property damage.
4. Excess liability coverage with limits of not less than $5,000,000
5. The policy shall name the IAIS as additional insured. It also shall not contain any exclusions related to the following:
   a. Doing business on, near, or adjacent to railroad facilities.
   b. Loss or damage resulting from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances.

The above policies shall contain a waiver of the right of subrogation.

6. Railroad protective liability insurance with per occurrence and aggregate limits as shown in the table below. The policy shall name Iowa Interstate Railroad, LTD as the insured.

Railroad Protective Insurance Requirements

	Per Occurrence	Aggregate
Utility Crossings	$4,000,000	$6,000,000
Highway Construction	$4,000,000	$8,000,000
Overhead Highway Construction	$5,000,000	$10,000,000
Adjacent Commercial Construction	$5,000,000	$10,000,000

Before commencing work, Contractor shall submit to IAIS a certificate of insurance evidencing the foregoing coverage and a certified, true, and complete copy of the policy or policies. The policies shall provide for no less than 30 calendar days written notice to IAIS of cancellation or of any material change to the policies.

Please contact IAIS Engineering services with any questions or concerns.

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: **June 1, 2015**

ITEM: Resolution - Approval and Acceptance of Purchase Agreements and Property for the Ashworth Road Trail, Project Number PR-01-2015

FINANCIAL IMPACT: $19,727.00 (previously budgeted)

SYNOPSIS: Property necessary for the Ashworth Road Trail has been acquired through negotiated Purchase Agreements and donations. The property has been acquired at the appraised fair market value from the owners shown on Exhibit "A" or by donation. The attached resolution approves the Purchase Agreements and, for policy and title purposes, formally accepts the property and authorizes the filing of all relevant documents. Costs associated with acquisition of the easements will be paid from Account No. 6536.75.840.6.7930.

RECOMMENDATION: Adopt a resolution approving and accepting Purchase Agreements and property to the City of West Des Moines for the Ashworth Road Trail Project.

Lead Staff Member: Greta Truman, Assistant City Attorney

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO._____

AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENTS AND PROPERTY FOR THE CONSTRUCTION OF THE ASHWORTH ROAD TRAIL, BETWEEN 55TH AND 60TH STREET, PROJECT NUMBER PR-01-2015

WHEREAS, the City Council of the City of West Des Moines, Iowa previously approved the Revised Master Parks and Trails Plan, 2001, which included the Ashworth Road Trail; and

WHEREAS, the City Council previously authorized the preparation of plans and specifications for the Ashworth Road Trail between 55th Street and 60th Street; and

WHEREAS, on August 25, 2014, after public hearing, the City Council approved the acquisition of property, for the Ashworth Road Trail Project between 55th Street and 60th Street; and

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

WHEREAS, the City of West Des Moines has negotiated purchase agreements for the acquisition of property necessary for the Project and;

WHEREAS, two property owners have donated property necessary for the project; and

WHEREAS, documents conveying property have been presented to the City for approval; and

WHEREAS, the names of the property owners and the fair market value of the property to be purchased is attached hereto as Exhibit "A" and made a part of this resolution; and

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

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

1. The documents described above conveying property to the City of West Des Moines, Iowa, are hereby approved and accepted.

2. The City Clerk is directed to certify the Council's approval and acceptance.

3. The Director of Finance is authorized to make payment to the property owners shown on the attached Exhibit "A" pursuant to the terms and conditions of the Purchase Agreements.

4. The documents shall be filed with the county recorder as appropriate.

PASSED AND ADOPTED this 1st day of June, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

ASHWORTH ROAD TRAIL
WDM PROJECT NO. PR-01-2015

PARCEL #	PROPERTY OWNER	ACQUIRED PRICE-FMV	
2	Ann M Trave Trust 5901 Ashworth Road	$0.00	***donation**
3	Fazio Apple Tree Properties LLC 5859 Ashworth Road	$0.00	***donation**
4	Dirk and Shannon Hellige 1000 58th Street	$2,440.00	***includes $170 for landscaping removal**
5	Scott and Wenjuan Jobgen 1001 58th Street	$8,240.00	***includes $310 for landscaping removal**
6	Kevin and Megan Kesterson 1000 57th Street	$9,047.00	***includes $620 for landscaping and additional $497 for administrative settlement**
	TOTAL	**$19,727.00**	

NO CHANGE FROM PREVIOUS READING

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

Date: June 1, 2015

ITEM: Amendment to Specific Plan Ordinance – Village of Ponderosa Specific Plan – Amendment to align with new development concept - ZCSP-002695-2015

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

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, LENL, LLC and LEWF, LLC, is requesting approval of an amendment to the adopted Specific Plan Ordinance for the Village of Ponderosa development. These amendments generally apply to the undeveloped parcels within the development. This amendment will modify the development regulations and proposed architectural concepts as applicable to the various proposed land uses. Included in the new development proposal is incorporation of multi-story market-rate and active senior apartments, additional single-family detached residential lots, and a 5-story hotel adjacent to Market Street within the development.

Previous Council Action:
Vote: 5-0 for approval,
Date: 5/18/2015
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 and the Town Center Overlay District, staff recommends the City Council approve the second reading, waive the third reading and adopt the Village of Ponderosa Specific Plan Ordinance in final form, subject to the applicant meeting all City Code requirements and the conditions of approval.

Lead Staff Member: Linda Schemmel, AIA LS

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	JBW
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	Des Moines Register Community Section
Date(s) Published	May 1, 2015
Letter sent to surrounding property owners	4/29/2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	April 23, 2015		
Recommendation	Yes ☒	No ☐	Split ☐

ATTACHMENTS:

Exhibit I - Amended Specific Plan Ordinance
Exhibit II - Specific Plan Ordinance Exhibit Packet
Note: due to document size, Exhibit II will be provided in an electronic version only

Prepared by: L. Schemmel, Development Services, City of West Des Moines, P.O. 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

ORDINANCE #

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA 2014, AND ORDINANCE #1701 BY AMENDING TITLE 9, ZONING, CHAPTER 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES TO AMEND THE VILLAGE OF PONDEROSA PLANNED UNIT DEVELOPMENT (PUD) TO MODIFY THE ALLOWED LAND USES AND RELATED DEVELOPENT STANDARDS

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, and repeal Ordinance # 1701 'Village of Ponderosa PUD' of West Des Moines, Iowa in its entirety and replacing it with the following:

Legal Description

THE NORTH 66.70 ACRES OF LOT 1 IN PARTITION PLAT OF THE SW 1/4 OF THE NW 1/4 AND THE N 1/2 OF THE SW 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 18, TOWNSHIP 78 NORTH, RANGE 25, WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES,
IOWA.

AND

THE 30.0 ACRES DESCRIBED AS FOLLOWS; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M., EXCEPT THE NORTH 10.0 ACRES THEREOF, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA.
(Now Platted as The Village of Ponderosa Plat 1 with subsequent plats to date of Plat 2 through Plat 8.)

SECTION 2. DEVELOPMENT INTENT: The Village of Ponderosa aims to create an urban residential community that offers opportunities for residents all ages to live in a variety of housing types with nearby options to fulfill retail, business and recreational needs. The centrally located crescent lake creates a natural gathering spot and focal point of the development. Tree-lined streets unify the development, while pedestrian pathways provide recreational opportunities and link neighborhoods within the village and to the surrounding office and commercial developments.

SECTION 3. REQUIRED PLANS: The following plans shall be required as a part of the processing of any development application for any property within the Village of Ponderosa Specific Plan:

A. Area Development Plan: An Area Development Plan identifies planning units, major street patterns, master storm water drainage and detention concepts, utilities, shared public spaces, land use assumptions and proposed densities. The intent of the Area Development Plan is to provide a tool that can be used to promote the communication and cooperation between adjacent property owners and developers to ensure cohesive and unified development.

The Area Development Plan shall be reviewed by the Plan and Zoning Commission and approved by the City Council prior to, or in conjunction with, the review of the Specific Plan for any property within said Specific Plan area. No change to the Area Development Plan shall be made without approval of an amended plan from the appropriate reviewing bodies.

Attached to this document (Exhibit 1) is the City Council approved Area Development Plan for this property.

B. Specific Plan: The Specific Plan identifies detailed development criteria for each planning unit indicated on the Area Development Plan or more specifically delineated on the Specific Plan Map. The Specific Plan shall conform to the general development intent identified in the approved Area Development Plan, as well as the Town Center Overlay District Guidelines. The Specific Plan shall be reviewed by the Plan and Zoning Commission and adopted by the City Council by Ordinance.

This document shall constitute the Specific Plan Ordinance for The Village of Ponderosa. Attached to and made a part of this ordinance is a Specific Plan Map that illustrates the overall site layout concept for The Village of Ponderosa (Exhibit 2A & 2B). This document and the associated exhibits (included or on file with the City Clerk) are intended to specify the components, parameters, and requirements to be adhered to and implemented in order to ensure the realization of The Village of Ponderosa development concept. It is recognized that modifications and changes may be necessary due to changes in building footprints, site details, and response to market demand. At the discretion of the Director of Development Services, changes to the layout of the development that are deemed to be 'major' changes shall require an amendment to the Specific Plan map and ordinance, if applicable. Major amendments shall require the review and approval of the Plan and Zoning Commission and City Council. Changes

that are deemed to still meet the use intent for an area as indicated in the Specific Plan Map and ordinance shall not necessitate an amendment to the map or ordinance.

Where the Specific Plan Map and Specific Plan language conflict, the Specific Plan language shall prevail.

C. Development Applications (Overlay District Site Plans): Site Plans for all lots within the Village of Ponderosa must meet the intent of the approved Specific Plan. Site plans for all lots, except lots approved for single-family detached residential dwellings unless otherwise specified, shall be submitted to the City of West Des Moines for review and approval prior to the development of any portion of the lot. Site plans for permitted uses which comply (as determined by the Director of Development Services or designee) with the design intent as set forth in this Specific Plan will be subject to administrative review and approval by the Director of Development Services. A one-week review and comment period by each and all-available members of the Plan and Zoning Commission and City Council shall precede the administrative approval. If upon review, two (2) or more City Council or Plan and/or Zoning Commission members request, or if the Director of Development Services deems the proposed site plan is not in compliance with the approved Specific Plan, the site plan will be processed through the traditional full site plan review and approval process. Site plans for permitted conditional uses (PC) as defined in the City Code, unless otherwise amended within this ordinance, shall be approved by the appropriate review body. At the discretion of the Director of Development Services, an amendment to the Village of Ponderosa Specific Plan Ordinance may be required to bring consistency between the ordinance and site plan development proposed.

D. Preliminary and Final Platting: Prior to or in conjunction with any site plan submittal for proposed development, or prior to legal ownership change of any land within The Village of Ponderosa, such area shall be subdivided by both preliminary and final plat, in accordance with the City's Subdivision Ordinance, to delineate the parcel to be developed or sold. Lots without public street frontage, in accordance with the City Code requirements, may be allowed provided the frontage requirements of the Code have been met by an abutting or surrounding lot which is under common ownership under an owners' association, or a cross parking and access easement has been executed which provides for the unrestricted use and access of the drives and parking. Outlots are not buildable.

Unless otherwise specifically restricted by the City Council, ground work and construction of private roads and utilities may be started, at the developer's risk, upon approval of the preliminary plat by the City Council. Public street and utility construction may begin, at the sole risk of the developer, after approval of the preliminary plat by the City Council and construction improvement plans by the City of West Des Moines.

Prior to approval of the final plat, unless otherwise authorized by the City Council, the developer of The Village of Ponderosa shall provide all necessary and appropriate agreements, easements, and sureties for all public rights-of-way and other public improvements (utilities, sidewalks, street lights, etc.) within and associated with the development.

A final plat applicable to each proposed development area must be approved and recorded with the Polk County Recorder's Office prior to issuance of any building permit, including footing and foundation permits, for construction of any structure or improvement within the area proposed for development.

SECTION 4. <u>COMPLIANCE WITH CODE</u>:

Unless otherwise specified herein, the development of The Village of Ponderosa shall comply with the provisions of the West Des Moines Town Center Overlay District Guidelines and the West Des Moines City Code.

SECTION 5. <u>DEVELOPER RESPONSIBILITIES</u>:

A. A Master Association shall be established by the developer(s) for the property encompassing The Village of Ponderosa. The Master Association shall be responsible for the ongoing upkeep and maintenance of any privately owned common grounds, structures and signs as outlined in the Association documents and any other specific development improvements noted as the Association's responsibility in this ordinance. At the option and discretion of the developer(s), an association or associations having jurisdiction over sub areas or units located within the Village of Ponderosa may be established and which shall have the same responsibilities regarding the privately owned common grounds, structures and signs outlined in the association documents and any other specific development improvements noted as the Association's responsibility in this ordinance unless specifically excluded by the association documents or this ordinance.

   Unless otherwise specifically noted or delineated, "developer," "Master Association" and "association" shall have equal responsibility for the obligations specifically set forth in this Section or as generally noted in this ordinance. Unless otherwise specifically noted or delineated, the terms "developer", "Master Association" and "association" shall be interchangeable in regard to the obligations imposed by this ordinance.

B. Unless otherwise specifically approved by the City Council, the developer(s), its 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 shall pay all costs related to approved site plans, which may include but is not limited to the cost of all streets, storm sewers, sanitary sewers, water mains and service lines, drainage-way improvements, detention basins, buffers, and other improvements as required. No occupancy permits, either temporary or permanent, shall be issued until all necessary improvements applicable to the area/lot or structure requesting occupancy are installed and accepted by the City of West Des Moines. Nothing in this Ordinance shall be construed to prevent the developer(s), its successors and/or assigns, if any, from entering into private agreement(s) as it/they may desire to share the cost of improvements.

C. At the time of final platting, the developer(s) shall enter into an agreement with Mid American Energy for the installation of public street lights along all public streets within and abutting The

Village of Ponderosa Specific Plan area. Surety to ensure installation of the public street lights shall be provided to the City prior to approval and recordation of the first final plat. Installation of public street lights shall occur in conjunction with construction of the public street. Installation of private street lights shall occur in conjunction with development of adjacent parcels within the Village of Ponderosa.

D. A public access easement or easements in favor of the City of West Des Moines allowing unrestricted public access and use of the proposed private streets, excluding specified areas described in the easement document, trails, and sidewalks within the Village of Ponderosa Specific Plan shall be executed prior to the approval and recordation of the first final plat and in conjunction with the approval and recordation of any future plat(s). The developer(s) and the City shall execute separate easement documents in which the rights and responsibilities of the parties shall be delineated.

E. The developer(s) shall execute an Agreement and Waiver for the developer's proportionate share of the cost of installation of all improvements associated with the 60th Street Improvement Project lying west of and adjacent to development.

F. The cost of installation of traffic signals located within the development shall be the responsibility of the developer(s). The cost of installation of traffic signals as shown in Exhibit 5 shall be the responsibility of the developer and abutting property owners pursuant to the assessment policy of the City, of which the City shall have no financial responsibility whatsoever.

G. The developer(s) shall be responsible for the maintenance of the area encompassing the roundabout and related public right-of-way, including the splitter islands, and the developer(s) and the City shall execute a separate easement document in which the rights and responsibilities of the parties shall be delineated.

H. The developer(s) shall be responsible for all maintenance and replacement of public and private street signage, including the provision of street sign poles. The developer(s) shall also be responsible for maintaining an adequate inventory of signs, poles and related items.

I. Developer's responsibilities include all obligations contained in this Section as well as those responsibilities set forth in this ordinance.

SECTION 6. <u>VEHICLE TRIP ALLOCATION</u>: As part of the 2015 amendments to the Area Development Plan, Comprehensive Plan, and Specific Plan approved for this site and consistent with the original traffic analysis completed by Snyder & Associates (July 10, 2006) and the updated traffic analysis completed by the City (May, 2015), the Village of Ponderosa has been allocated the following vehicle trips: 12,757 average daily trips (ADT); 1,602 p.m. peak hour trips; and 1,261 a.m. peak hour trips. As development proposals are approved the number of vehicle trips generated by the proposed development (based upon the number of square feet of a

proposed specific use or number of dwelling units, in conjunction with any parameters established in the traffic analysis) will be subtracted from the overall total trips allocated to the development. Approval of this proposed Specific Plan does not constitute a guarantee that the proposed plan can be implemented. Development of all parcels and implementation of desired land uses, including specific high traffic generating tenants, will be limited by the available number of trips. The 2015 adoption of the amended Specific Plan does not guarantee that the total number of residential dwellings indicated for inclusion within the overall development (1137) may be implemented. The 2015 amendment proposes 500 active senior dwellings, 480 non-age restricted market rate apartments in combination with 33 existing attached townhomes and a total of 124 traditional single family detached homes (81 existing plus 43 proposed). At the time of the 2015 traffic analysis, Senior Housing (ITE Code 252) generated traffic at 3.78 ADT trips, 0.20 AM Peak, and 0.25 PM Peak trips per dwelling which is approximately 57% of the rate at which Market Rate Apartments (ITE Code 220) generates trips (6.65 ADT, 0.52 AM Peak, and 0.62 PM Peak trips per dwelling). Therefore, it is recognized that a 1:1 conversion of senior housing dwellings for non-age restricted market rate apartments is not possible while remaining under the 12,757 average daily trips (ADT); 1,602 p.m. peak hour trips; and 1,261 a.m. peak hour trips as established with the original 2006 study and reaffirmed with the 2015 traffic study. Should the types of dwellings desired to be implemented vary from that specified and analyzed as part of the 2015 traffic analysis, a reduction in the total number of dwellings may be necessary.

Should anticipated traffic exceed the total trips allocated for The Village of Ponderosa development prior to full build-out, further development of parcels may be limited or prohibited. Alternate uses to the proposed planned development(s), if within the parameters of the traffic analysis and approved as part of the Comprehensive Plan Amendment, Area Development Plan and this Specific Plan Ordinance, as applicable, may be allowed, following completion of an amendment to the approved traffic study analyzing the proposed alternative and appropriate City approval if the existing uses and the proposed change(s) collectively do not exceed 12,757 average daily trips (ADT), 1,602 p.m. peak hour trips and 1,261 a.m. peak hour trips allocated to this development.

SECTION 7. <u>STORM WATER MANAGEMENT PLAN</u>: A Master Storm Water Management Plan for the entire development which governs the overall storm water management of the development shall be submitted to and approved by the City of West Des Moines. Specific Storm Water Management Plans demonstrating compliance with the approved Village of Ponderosa Master Storm Water Management Plan, on file with the City, will be required with the development of each site plan. The Specific Storm Water Plans shall be prepared at the developer's expense, by a Professional Engineer licensed in the State of Iowa. All Specific Storm Water Management Plans shall comply with the City's applicable design standards for storm water management existing at the time each development (site plan) is approval.

SECTION 8. <u>UTILITIES</u>: The developer(s), its successors or assigns, if any, shall construct at its cost, and if for general public use, dedicate to the City all sanitary sewer mains, water mains, and storm sewers associated with the Village of Ponderosa as required by the City of West Des

Moines' Subdivision Ordinance in accordance with applicable City design standards. All necessary easements to allow City access to public utilities for maintenance and repair purposes shall be executed prior to approval and recordation of the final plat for each respective area or shall be executed as a blanket access agreement prior to the approval and recordation of the first final plat. Unless otherwise specified within a specific easement document, the City shall not be responsible for reimbursement, restoration and/or replacement of any improvements located within the public easements should the City be required to excavate the public utilities for normal City operations.

The placement of public utility easements within buffer parks is discouraged due to the potential conflict between trees and the need to access the lines for repair. Overstory and understory trees should be placed off utility lines a minimum distance equal to the 1:1 excavation trench necessary for the deepest utility. Adequate access for maintenance vehicles shall be provided into and through the easement areas.

SECTION 9. FIRE ACCESS:

A. All streets and parking lots shall permit the travel of the Fire Department's largest vehicle, including adequate accommodation of the vehicle's turning needs. Approval of unique design solutions to accommodate fire access may be granted by the City Council if, the solutions proposed are recommended by the West Des Moines Fire Department.
B. At the discretion of the City's Fire Marshall, "No Parking Fire Lane" areas may be established as necessary to ensure efficient movement and access of the fire trucks. The developer(s) of The Village of Ponderosa shall be responsible for the procurement and erection of approved fire lane signage.
C. All roads, alleys, and access drives shall maintain a minimum of twenty feet (20') of clear pavement.
D. A minimum of fourteen feet (14') of vertical clearance over the travel portion shall be maintained at all times over all vehicle travel ways.
E. The developer(s) or its designee shall be responsible for enforcement of no parking lanes and maintaining adequate clearance of structures and vegetation along and above all vehicle travel ways regardless if public or private.

SECTION 10. PARKLAND DEDICATION REQUIREMENTS:

Developers are required to dedicate land for public parks and greenways as a method of ensuring that new development provides for a portion of the park needs created by the number of new residents and their families moving into the new developments.

A revised Parkland Dedication Agreement acceptable to the City of West Des Moines, tailored to the 2015 Specific Plan update detailing the specifics relating to all parkland dedication requirements and/or recreation based improvements that are required of the developer(s) as a result of the original and amended proposed development shall be executed prior to issuance of the first building permit, including any footing and foundation permits associated with a residential dwelling structure within areas 1, 2, 3, 4, or 6 as identified on Exhibit 2B.

Implementation of the improvements shall occur as set forth in the agreement. A copy of this agreement shall be on file with the City of West Des Moines.

SECTION 11. PUBLIC STREET RIGHT-OF-WAY DEDICATION:

In order to maintain the functional class of the City's roadway system as set forth in the Comprehensive Plan while recognizing the unique design of the development, a portion of the right-of-way necessary for South Prairie View Drive may be provided to the City by easement, with the balance of the right-of-way to be dedicated to the City in fee title. All other public street rights-of-way shall be dedicated to the City in fee title. The developer shall provide the necessary easements and dedication at the time of recordation of the first final plat, in accordance with right-of-way standards for each road classification consistent with the City's Comprehensive Plan or as otherwise defined in this ordinance. The developer shall provide at no cost to the City temporary easements necessary for the construction of public streets within the development.

SECTION 12. STREET DESIGN:

Exhibit 5 identifies the public and private street network to be implemented as part of the Village of Ponderosa development. The illustrations should be understood to illustrate the vehicle use portion of the roadway, utility corridors, and associated pedestrian pathways with building locations, heights, and landscaping included for illustrative purposes only.

A. Public Streets: South Prairieview Drive and Bluestem Circle shall be the only public roads within the development.
   1. South Prairieview Drive shall be constructed as specified in the traffic analysis and as conceptually illustrated in Exhibit 6. It shall be built as a two-lane roadway, thirty-one feet (31') back-of-curb to back-of-curb extending from the northeast corner of the site running south and west to Bluestem Circle. Expansion to a thirty-seven foot (37') three-lane roadway (two through lanes with a two-way left turn lane (TWLTL)) for vehicle safety and congestion mitigation will warrant consideration if subsequently determined necessary by the City. However, no additional improvements are anticipated prior to 2010, at which time such improvements may be specially assessed pursuant to the provisions of the Code of Iowa.
   2. Bluestem Circle shall be constructed as specified in the traffic analysis and conceptually illustrated in Exhibit 7. Any deviation from this design shall be reviewed and approved by the City of West Des Moines upon recommendation of the West Des Moines Public Works Department and West Des Moines Fire Marshal to ensure adequate design to accommodate efficient maintenance and fire-truck movements. No street intersections or parking access roads shall be located within two hundred (200) feet of the roundabout entry. The placement of any landscaping or other improvements on public right-of-way within or adjacent to the roundabout shall require the approval of the West Des Moines City Council. If approval is given, the developer(s) and the City shall execute a separate easement document in which the rights and responsibilities of the parties are delineated.
   3. South Prairie View Drive between Bluestem Circle and Mills Civic Parkway Circle shall be constructed as specified in the traffic analysis and conceptually illustrated in Exhibit 8. Any deviation from this design shall be reviewed and approved by the City of West Des Moines

upon recommendation of the West Des Moines Public Works Department and West Des Moines Fire Marshal to ensure adequate design to accommodate efficient maintenance and fire-truck movements.

B. Private Streets: The design of all other roads within the development shall be consistent with the recommendations of the traffic analysis (Snyder & Associates: July 10, 2006) and the updated traffic analysis completed by the City (May, 2015) and shall be private in ownership. It is the intent of the developers and the City that all private roads within The Village of Ponderosa shall not subsequently be conveyed to the City as public streets but shall remain private in perpetuity.

1. All private streets within the Planned Unit Development shall function as public streets. The developer and the City shall execute a public access easement in which the rights and responsibilities of the parties shall be delineated.
2. Adequate sight distances shall be maintained at all intersections to allow vehicles and pedestrians approaching intersections to identify and anticipate potential interaction and conflicts with other vehicles and pedestrians.
3. Streets shall be maintained and function (including timely snow removal) in a fashion similar to the public expectations of a public street.
4. No road closures are allowed without prior permission of the Chief of Police of the City of West Des Moines.
5. Lane configuration shall be as identified in the traffic analysis. Exhibits 9 through 16 illustrate the lane configuration for the private roads within the development (see Exhibit 4 for the location of these streets within the development). Internal roads shall be designed to reduce vehicle speeds in residential areas through the incorporation of traffic-calming measures such as narrower street widths, on-street parking, and implementation of street trees. Roundabouts will be used for traffic control purposes and to help reduce vehicle speeds at the intersections of Stagecoach Drive and South Crescent Way; and South Ridgefield Way, north end of South Crescent Way, and Fairway Drive. Said traffic-calming measures shall fully accommodate emergency vehicle access through and around The Village of Ponderosa.

C. Signalized Intersections: Traffic signals may be required at the following intersections when traffic warrants as determined by the City (see Exhibit 5):

1. South 60th Street and Village View Drive.
2. South 60th Street and Stagecoach Drive.
3. South Prairieview Drive and Market Street.
4. South Prairieview Drive and South Crescent Way.
5. South Prairieview Drive and north access to West Glen.

The City may facilitate installation, but shall have no responsibility for the cost of installation of these signals.

Dedication of permanent right-of-way to accommodate the placement of future signals and appurtenances shall be provided to the City at no cost. Temporary construction easements shall be provided at no cost to the City by the developer(s).

D. Traffic Signs:

1. Signage for traffic control purposes associated with public streets shall be installed and maintained by the City with the exception of the sign poles.
2. Signage on private streets shall be procured and installed consistent with the Manual of Uniform Traffic Control Devices (MUTCD) and the signing/pavement marking conventions of the City. Maintenance and replacement of private street signage shall be the responsibility of the developer(s).

E. Street Name Signage:

1. Public streets and those private streets as deemed necessary by the City's Addressing Administrator shall be named in accordance with the City's Street Naming & Addressing Guidelines. Exhibit 4 identifies the named streets within the development.
2. Signs shall conform to the Manual of Uniform Traffic Control Devices and the Street Naming and Addressing Guidelines of the City for street name signing.
3. Public street signage shall be the responsibility of the City. In the event replacement of a public sign is necessary replacement poles shall be provided by and at the expense of the developer.
4. The name blades of private street signs shall match the public street signs in design and color and shall be manufactured by the City. Poles and mounting hardware for the street name signs shall be black or tones of grey in color and shall be provided by the developer(s). Private street signs shall be maintained and replaced by the developer(s).
5. Additional wayfinding signage may be required by the Addressing Administrator to assist emergency services in efficient location of addresses. If such signage is required, it shall be procured, installed, maintained, and replaced as necessary by the developer(s).

SECTION 13. PARKING:

A. On-Street Parking: As illustrated in Exhibit 17, on-street parking may be provided on certain roads within the development.

1. No on-street parking shall be allowed along any portion of South Prairie View Drive, Bluestem Circle, or any public street within and abutting the development. No on-street angled parking shall be allowed anywhere along Stagecoach Drive; however, on-street parallel parking may be allowed along Stagecoach Drive east of South 60th Street after the first drive intersection.
2. On-street parking along Village View Drive shall be located no closer that seventy-five (75) feet from the splitter island of the roundabout intersection with South Prairie View Drive.
3. On-street parking shall abide by the design parameters for the respective type (parallel, angled, head-in, etc.) consistent with the minimum off-street parking design standards as identified in Title 9, Chapter 15 of the City Zoning Ordinance.
4. At all street intersections, no on-street parking shall be located closer than twenty feet (20') from pedestrian crosswalks.

5. Notwithstanding anything contained in this ordinance, parking shall be prohibited in a manner or in areas which would create a hazard to the public or which would violate the West Des Moines Fire Code.

B. Off-Street Parking: (Excluding driveways for single family detached residential.)

1. All off-street parking areas shall be sited and landscaped to screen their visibility from street rights-of-way, residential dwellings, pedestrian pathways, and adjoining property outside of the Village of Ponderosa development.
2. Excluding parking structures, parking stall measurements and drive aisle widths shall conform to Title 9, Chapter 15 of the City's Zoning Ordinance.
3. A multi-level parking structure shall be allowed within Area 3. Structured parking can be incorporated into/under the multi-family residential buildings in areas 1, 2, 3 and 4. Architectural design and vehicle functionality, including emergency services access and maneuverability, shall be reviewed in conjunction with site plan review of those areas.
4. If a proposed parking stall is designed to allow the bumper of the vehicle to overhang an open area or center median, the length of both the parking stall and island may be reduced by a maximum of two feet (2') (i.e. a two foot (2') overhang would reduce a nineteen foot (19') stall and island length to seventeen feet (17') minimum). If the proposed overhang is over a sidewalk rather than natural green space, that sidewalk width shall be increased two feet (2') to accommodate pedestrian movements and vehicle overhang.
5. It is desired that all off-street parking areas be aesthetically improved to reduce obtrusive characteristics that are inherent to their function. Multiple landscape islands combined with vegetation shall be incorporated to effectively eliminate a "sea of asphalt/concrete" and to provide shade thus decreasing heat reflection back into the environment. Landscape islands and/or pods shall be implemented in accordance with the following:
   a. Ground level parking areas, except within a parking structure unless otherwise noted, shall incorporate the following:
      1) Islands or open areas shall be located at the terminus end of all parking rows including parking within parking structures. Terminal islands shall measure at least ten feet (10') in width and shall match, at a minimum the stall length.
      2) Linear parking islands that run the length of the parking row shall be implemented every six (6) rows. Said linear islands shall measure a minimum of eight feet (8') in width and shall be heavily landscaped to provide a mass of 'green' within the parking lot. These areas may also serve as bioswales/detention areas.
      3) Linear parking rows with greater than eleven (11) parking stalls shall incorporate within the parking row landscape islands every twelve (12) stalls and landscape islands or pods spaced no greater than every six (6) stalls.
      4) Islands shall measure a minimum of nine feet (9') in width and shall match, at a minimum the stall length.
         a) Each nine foot (9') by nineteen foot (19') (seventeen foot (17') if adjusted due to vehicle overhang) island shall contain at least one (1) overstory or ornamental tree, except for parking islands associated with lower levels within a parking structure.
      5) Pods shall measure a minimum of six (6) feet from the back-of-curb to back-of-curb.

a) Each landscape pod shall incorporate trees, shrubs, perennials, or ornamental grasses to provide interest and color. Said plantings shall reach a minimum of three feet (3') in height in order to be visible between the parked vehicles.

C. Parking Ratios: Parking shall be provided as follows:

1. Residential:
   a. Single family detached shall provide a total of three (3) dedicated parking spaces per residential dwelling; at least two (2) spaces shall be covered parking.
   b. Single family attached located within areas 1C, 4B, 6A, and 6C, except residential dwellings incorporated as part of a mixed use building, shall provide at least one (1) dedicated covered parking space per dwelling. In addition, a minimum of one-half (.5) of a space per dwelling shall be provided within the lot boundaries of the associated dwelling. Said additional spaces shall be provided through either dedicated driveways or on-street parking. Designated (striped) on-street parking on that side of the street adjacent to the lot may be counted towards fulfilling the required additional parking.
   c. Multi-family apartment buildings located in areas 2E and 3C, shall provide a minimum of one (1) dedicated space for an efficiency unit, one and one half (1.5) dedicated spaces for a one (1) bedroom unit, two (2) dedicated spaces for a two (2) bedroom unit and two and one half (2.5) dedicated spaces for a three (3) or more bedroom unit. If the dwelling is intended to be owner occupied, a minimum of one of those dedicated parking spaces per unit shall be covered parking.
   d. Age restricted (senior) multi-family apartment buildings within area 1D and 4A shall provide a minimum of one (1) dedicated space for each bedroom within the unit and one dedicated space for each efficiency unit. If the dwelling is intended to be owner occupied, a minimum of one of those dedicated parking spaces per unit shall be covered parking.
   e. Residential dwellings incorporated as part of a mixed use building shall provide a minimum of one (1) dedicated space, covered or uncovered, per bedroom unit.
   f. Each covered spaces provided for a unit will be allowed to count as one (1) parking space towards meeting the required number of parking spaces for that unit.
   g. The clubhouse building (Building H) must provide a minimum of three and one half (3.5) spaces per one-thousand (1000) square feet of gross leasable area (g.l.a.) for the office and multi-purpose areas. Recreation space intended to serve only the multi-family building tenants are not required to provide parking.
2. Office, Retail and Mixed Use:
   a. With the exception of a hotel, a minimum of three and one half (3.5) spaces per one-thousand (1000) square feet of gross leasable area (g.l.a.) of non-residential uses shall be provided. Hotels shall provide parking at a rate of one stall per guest room plus one space for each employee on the maximum shift. Additional parking in accordance with that specified above for other retail uses shall be incorporated for any ancillary retail/service/entertainment areas incorporated into the hotel and intended for general public outside of hotel guest's use.
   b. On-street parking along both sides of Market Street may be counted towards fulfilling the parking requirements of the commercial or office buildings along the east side of the street.

Additional parking for these buildings shall be located in the shared lots behind the buildings along the west side of Market Street. On-street parking along Market Street shall not count towards provision of parking for any residential units/buildings located in areas 2E or 3C.

3. At the discretion of the Development Services Director:
   a. A less stringent parking calculation may be used provided the applicant can demonstrate a parking rate less than the above is adequate due to the type of potential use, shared uses or off-peak uses.
   b. A portion of the required parking for any building not specifically noted above may be provided on a separate parcel. Details of such parking shall be submitted for review and approval as part of the Site Plan for each building.
4. Cross access agreements shall be executed to allow for vehicle access through areas 1, 2 and 3.
5. A shared parking agreement shall be executed to allow shared parking between building parcels.

SECTION 14. <u>PEDESTRIAN ELEMENTS</u>:

The Village of Ponderosa, in alignment with the Town Center Overlay District Guidelines, aims to encourage pedestrian movement and opportunities for pedestrian interaction through a series of interconnected sidewalks and trails which lead to the office and retail establishments within the Village of Ponderosa and adjoining developments, outdoor plaza areas, the lake-feature, dog park, and community open space and gathering spots. Exhibit 18 illustrates these trails, sidewalks, plaza areas and features. Development of these areas shall comply with the following guidelines with details of the development of each area to be specified, reviewed, and approved at the time of site plan development. Unless otherwise specified, the installation of these pedestrian elements shall be by the developer(s) of the Village of Ponderosa in conjunction with or before the development of the surrounding areas.

A. Trails and Sidewalks:
   1. Pedestrian street crossings should be identified through street markings, contrasting pavement colors, or textured pavement treatments.
   2. A minimum of eight feet (8') of vertical clearance shall be maintained at all times over all pedestrian travel ways.
   3. <u>Public Trails</u>:
      a. Public trails shall be installed within The Village of Ponderosa in alignment with the City's Master Trail Plan or as agreed upon with the City of West Des Moines and detailed as part of the Parkland Dedication Agreement.
      b. Trails shall be constructed in accordance with the City of West Des Moines' Standard Specifications except for those trails intended to serve as an access route for City maintenance vehicles. In these situations, the trails shall be constructed over a six inch (6") compacted rock base in order to accommodate the weight of the maintenance vehicles.
      c. A minimum of two feet (2') of clear shoulder should be provided on each side of the trail.
      d. Signage traditionally located along public trails shall be provided and installed by the City of West Des Moines; except trail-size stop signs at all street crossings which shall be installed by the developer immediately following construction of trails. Non-traditional

signage, if desired, to mark circuit distances, direct pedestrians to features/areas within the development, etc… shall be procured, installed, and maintained by the developer. The locations of any private signage along public trails shall be approved by the City of West Des Moines prior to installation.

e. Emergency call boxes located along public trails may be provided and installed by the City of West Des Moines.

f. Trail markings on the trail surface itself utilized to indicate road crossings, direct traffic, etc… shall be approved by the City of West Des Moines prior to installation. Responsibility for installation and maintenance of markings shall be as determined and agreed upon with the City of West Des Moines.

g. Repairs to the public trails shall be the responsibility of the City following a four (4) year maintenance period. General maintenance (snow removal, sweeping, etc…) of the trails shall be as agreed upon between the City and the developer. In general, the trail along S. 60th Street shall be maintained by City, all other trails within the development shall be maintained by the developer.

h. Installation, maintenance and replacement of trail lighting, if incorporated, shall be the responsibility of the developer. Locations of light fixtures along public trails shall be set to the appropriate distance from the trail and approved by the City of West Des Moines prior to installation.

i. The following public trails shall be constructed within the site:

   1) <u>South 60th Trail</u>: As shown on Exhibit 18, a trail will be created from the northern to southern property boundary along South 60th Street. As indicated, this trail will meander in and out of the right-of-way, but shall not encroach into the right-of-way farther than typical public trail placement at one foot (1′) off of the property line would allow (11′ from property line to street edge of trail).

      a) This trail shall be five inch (5″) PCC, saw cut at 10′x10′ panels. No longitudinal/centerline joints allowed.

      b) In order to fulfill part of the developer's Parkland Dedication requirements, the developer shall pay all costs associated with the construction of the entire ten-foot (10′) trail.

   2) <u>Ponderosa Creek Trail</u>: As shown on Exhibit 18, a public trail will be installed which connects the South 60th Street trail to Willow Springs Park located directly to the north. This trail shall be located along Ponderosa Creek as part of an open space 'meadow'.

      a) This trail shall be six inch (6″) asphalt, except those portions that are to serve as an access route for City maintenance trucks. These portions shall consist of six inch (6″) asphalt pavement constructed over a six inch (6″) compacted rock base. Approaches at all street crossing are to be concrete. Mid-block crossings shall be designed, constructed, and maintained according to MUTCD Standards (figure 9B-7 of manual).

      b) To accommodate grade changes, retaining walls may be necessary along this trail. These retaining walls shall be set back a minimum of two feet (2′) from the trail edge in order to provide a clear recovery zone and to minimize the potential for

bicycle handlebars and wall contact. Exhibit 19 illustrates the relationship between trail and retaining wall.

c) In order to fulfill part of the developer's Parkland Dedication requirements, the developer shall be responsible for all costs associated with the construction of this ten-foot (10') trail. In addition, the developer shall be responsible for the extension of the Willow Springs Park trail south to connect with the Ponderosa Creek Trail in this development.

3) South Granite Way: As shown on Exhibit 18, a trail will be implemented which runs from the Ponderosa Creek Trail south and easterly through the open greenbelt to South Granite Way; south along the western side of South Granite Way to north of West Glen's retention pond; the trail shall parallel the north side of the pond to the east side of South Prairieview Drive; crossing at the intersection of South Crescent Way and South Prairieview Drive; and continuing along the west side of South Prairieview Drive to the applicant's southern property boundary.

a) This trail shall be a combination of five inch (5") PCC and six inch (6") asphalt. In general, that portion of the trail that crosses the open space may be asphalt while that portion that parallel streets shall be PCC.

b) This trail shall be setback a minimum five feet (5') from the back-of-curb of South Granite Way. The trail along South Prairieview Drive shall be set one foot (1') off of the standard right-of-way line and a minimum of seven feet (7') from back-of-curb.

c) In order to fulfill part of the developer's Parkland Dedication requirement, the developer shall pay all costs associated with construction of this ten-foot (10') trail.

4. Private Trails:

a. Trails shall be constructed of either be 6" asphalt or 5" PCC; choice of material shall be at the discretion of the developer unless otherwise set forth in this ordinance.

b. Whenever possible, trails shall be six feet (6') or greater in width, but in no situation shall they be less than four feet (4') in width.

c. Trails shall be setback a minimum of five feet (5') from the back-of-curb of private streets; however, no minimum setback from the property line shall be required for those trails within greenbelts that abut private property.

d. Signage desired along the trails shall be procured, installed, and maintained by the developer.

e. Repairs and maintenance of the trails shall be the responsibility of the developer.

f. Installation and maintenance of trail lighting, if incorporated, shall be the responsibility of the developer.

5. Public Sidewalks:

a. Public sidewalks shall be located and installed within The Village of Ponderosa in accordance with City Code.

b. Sidewalks shall be installed as a part of the public improvements associated with the lot or area being developed, in conjunction with or before the time of construction of the buildings.

c. Sidewalks shall be constructed in accordance with the City of West Des Moines Standard Specifications.
d. Public sidewalks within the site shall be a minimum of four feet (4') in width.

6. Private Sidewalks:
   a. Sidewalks shall be located as illustrated in Exhibit 18.
   b. Sidewalks shall be located in relation to the adjoining private streets as indicated in the applicable street cross-sections (see Exhibits 9 through 16).
   c. Private sidewalks within the site shall be a minimum of four feet (4') in width except in those situations in which vehicle parking overhangs the sidewalk; in these situations, the sidewalk width shall be increased two feet (2') to accommodate pedestrian movements and vehicle overhang.

B. Plaza Areas: A key element to encouraging pedestrian activities is the incorporation of plaza areas and structured pedestrian gathering areas. Exhibit 18 identifies the locations of these areas while Exhibit 25 through 27 provides conceptual layouts and designs for these areas. Details for each of these plaza areas will be submitted, reviewed, and approved as part of the site plan for the adjoining parcels.

1. Plaza areas shall encourage opportunities for interaction among pedestrians through the provision of seating opportunities (benches, chairs, tables, planter walls, etc…). Within the Appendix attached to the exhibit packet are representations of the site amenities including street furniture that will be provided throughout this development. Although deviations from the illustrations are permissible, the street furniture is intended to serve as a unifying element throughout the development. Without compromising the design intent of the plazas, the developer is encouraged to maximize the number of furniture/seating opportunities throughout the development.
2. Whenever possible, outdoor dining associated with restaurants and sidewalk cafes shall be implemented.
3. Open space plazas areas shall incorporate a variety of hardscape landscape materials (stone pavers, stamped concrete, field boulders, etc…) for visual interest and variety and shall implement landscape vegetation to soften, enhance, and delineate the areas. A minimum of twenty percent (20%) of the plaza area shall be 'green space' consisting of shrub and perennial planting beds, tree islands, or lawn areas. Whenever possible, elements that enrich the space (i.e. gazebos, art, fountains, banners, and children's play environment, etc.) should be incorporated. See Exhibit 18 for locations, and Exhibits 25 and 26 for conceptual character images of acceptable plaza areas.
4. Appropriate lighting should be incorporated into the plaza areas for safety reasons and to extend the usability of the area into the evening hours.
5. Plaza areas associated with establishments which serve alcoholic beverages shall provide a definable boundary (change in material, unmovable signage, physical feature, etc…) between the private establishments in which alcohol consumption is allowed and the public area in which it is not. A physical barrier (fencing, railing, landscaping, etc.) should prohibit access into the patio area from the public area; all access into the patio area should be through the

interior of the establishment. The barrier specifications shall be reviewed and approved as part of the development application.

6. Details regarding maintenance and replacement responsibilities for the plaza spaces should be identified within the Association documents.

C. Crescent Lake: The most significant open space in the Village of Ponderosa is Crescent Lake. It provides an identity and gathering places for the entire Village. Diverse environments and people spaces are located around the perimeter of the lake. The lake covers approximately 2.25 acres. It has been designed as a sustainable environment with depths and water quality that will support aquatic plants and animals. Re-circulating pumps will create a bubbling spring effect in the lower pool. The upper pool (approximately 4 feet above the main pool) will be linked with the main pool by re-circulating waterfall. Stormwater systems, including filtered bio-retention swales and surface run-off will provide additional sources of water. The perimeter of the pond has been designed with minimum depths (approximately 18 inches to 30 inches) to comply with safety standards. The lake's dam, spillway and downstream watershed shall be designed in accordance with Iowa DNR (Department of Natural Resources) and Army Corps of Engineer's requirements.

D. Lakeside Terrace: The core gathering place for the Village is the Lakeside Terrace. Located adjacent to both Crescent Lake and Market Street this strategic location provides a flexible place for diverse activities. A water feature provides a bubbling water source along the pedestrian streetscape that flows down to the Lake with a waterfall and plunge pool. The water feature will provide several different sound effects, both soothing and dramatic.

The Lakeside Terrace is designed to accommodate a wide range of activities including:

- informal gathering of individuals, couples, families and small groups as well as special event assemblies for large groups
- seating with moveable chairs and small tables as well as informal seating opportunities such as sloping lawns and broad steps
- paved and landscaped areas that can accommodate a range of temporary exhibits, fairs and events; and,
- both sunny and shaded spaces that also vary according to the season and time of day including a desirable morning sun exposure and protection from westerly winds

Another feature of the Lakeside Terrace is the Clock Tower. Clad in wood with an internally illuminated clock face, the tower provides an accent on the Village skyline providing practicable purposes of orientation and time keeping. No tenant signage shall be located on the clock tower, however the development name and logo may be. The tower shall not exceed fifty feet (50') in height.

E. Art and Bocci Ball Park: A public open space will be provided adjacent to the southeast terminus of Crescent Lake and its companion lake. This area will provide an area to display public art (either permanent or rotating temporary installation). In addition a lawn area with adjacent seating will be provided to accommodate Bocce ball.

F. Dog Park: A fenced area (five foot, metal grid) with shade trees, open lawn area and patio with seating will be provided for Village of Ponderosa residents and their dogs. The area will be secure and only accessible by Village of Ponderosa resident key card. A water fountain (designed for dog parks) will be provided. Groves of shade trees will be provided for shade and a combination of shrubs and tall grasses will reduce the visual impact of the perimeter fence

G. Meadow: A broad open space system or Meadow extends from South 60th Street to the northeastern portion of the Village. Designed to function as a broad meadow with a meandering stream along its edge, it provides a passive outdoor recreation and public pathway system that links to a broader community wide open space systems. Portions of the meadow are designed to reduce stormwater impacts through controlled release of peak run-off flows; public pathways are located outside of areas susceptible to stormwater storage. Stream edges and areas susceptible to erosion will be planted with appropriate riparian plant material (such as Red Switch Grass and Equisetum) and will incorporate stone features to stabilize soils and further manage water velocities. A combination of native and low maintenance grasses will be utilized to create sustainable environments while encouraging public use.

H. Art: Multiple locations have been identified for the installation of permanent or temporary/rotating art pieces. The Village's main entrance off of South 60th Street is designed as an Art Lawn with broad lawns and unobstructed views to potentially two art locations (southwest corner of Village View Drive and Market Street, and the north view terminus of Market Street).

Art and development identification elements are desired for integration into Bluestem Circle to create a development entry feature and enhance the sense of community. Details of any feature shall be submitted for review and approval by the City Council prior to installation. If approved, the developer and the City shall execute an easement document in which the rights and responsibilities of the parties shall be delineated.

I. Residential Park: Courtyard type parks will incorporated within the larger multifamily buildings located in Areas 1D, 4A and 3C. These areas are intended to serve the immediate building residents, however may be accessed by other development residents or visitors. The park design should be well integrated within the building design, providing a sense of enclosure, yet allow views to the surrounding area and admit sunlight. Residential units bordering the park should include architectural features such as balconies, roof decks or large windows to reinforce the connection between the living units and the courtyard activities. A variety of paving and landscaping elements including planting beds or water features should be incorporated as well as benches, steps and defined seating areas such as gazebos to encourage social interaction. If size allows, features such as small sport courts, fitness trails, or level turf areas for group activities can be provided. Details of the residential park design shall be submitted for review and approval as part of the Site Plan for each building.

SECTION 15. <u>LANDSCAPING</u>:

The landscaping requirements specified herein are intended to create an aesthetically pleasing development which enhances the appearance and character of the City of West Des Moines, while protecting the general health, safety and welfare of the citizens. Landscaping is required to address the following primary aspects or consequences of development:

- Open space protection and enhancement
- Creation of environments conducive and inviting to pedestrian activities
- Street side enhancement ('streetscapes')
- Visual screening of undesirable views, activities and/or site elements, and
- Mitigation of paving expanses associated with off-street parking

The attached Specific Plan drawing (Exhibit 2A) illustrates the general landscaping concept: this plan should be used as the guide for site plan development in respect to the general locations of plant material to be provided. Details regarding specific varieties, exact quantities, and the minimum size at time of planting shall be provided and approved as part of the site plan submittal and shall meet the general guidelines in respect to the minimum plant size traditionally applied to development within the City. In the event that alternatives to what is shown on the attached Specific Plan are desired, the minimum vegetation requirements specified within this ordinance will need to be provided and the original intent of the required vegetation met.

A. Open/Green Space: The intent of open space is to allow for a balance between natural areas and the built environment and to provide for the overall beautification and "greening" of the City. All of the land within a site that is not occupied by buildings, on-street and off-street parking areas, or other vehicle use areas may be classified as open space. Plaza areas, water features and structures such as gazebos, arbors, pergolas, etc… that are associated with outdoor pedestrian use areas may be counted towards fulfilling the minimum open space requirement.

Due to the nature of the intended development in respect to design intent, uses, and densities, the amount and locations of open space and green space/vegetation within the development will vary; some areas will be considerably more 'urban' in appearance (Market Street district, the the Senior Apartments along Village View drive between the lake and Bluestem Circle and Lakeside Terrace) while others will be more 'natural' (meadow, lake embankment, greenbelts, etc…). Although the current Specific Plan map provides for open space within each of the planning areas which range from 31-59%; in lieu of the traditional practice of a percentage of open space being required per parcel, the Village of Ponderosa as a whole shall provide a minimum of thirty-five percent (35%) open space. In addition, open space areas have been required within parking areas through the incorporation of landscape islands and pods. The Specific Plan map (Exhibit 2A) indicates the open/green areas within the development. This map, along with the useable open space areas and pedestrian plazas conceptually discussed in the 'Pedestrian elements' section of this ordinance shall be used as a guide for site plan development in respect to the general locations of open areas to be provided.

1. In order to ensure 'green' within the development, vegetation must be incorporated at a rate of two (2) overstory trees, one (1) understory or conifer tree, and three (3) shrubs for every three thousand (3,000) square feet of open space. Based upon a 35% rate, the Village of

Ponderosa shall provide a minimum of 984 overstory trees; 492 understory or conifer trees; and 1476 shrubs.

a. One tree may be substituted for ten (10) shrubs.
b. A twenty (20) square foot mass planting of perennial flowers or ornamental grasses may be substituted for three (3) shrubs.
c. No substitution for required trees is allowed.
d. The incorporation of evergreen vegetation is encouraged to provide winter substance within the landscape.

2. Vegetation required as part of the open space may be placed into off-street parking areas or required buffers; however the open space vegetation is in addition to that which would be required of buffers or parking islands/pods and may not be counted towards fulfilling the minimum amount of vegetation required for these areas.

B. Streetscaping: A landscaped edge or 'streetscape' shall be provided along all streets. These streetscapes are intended to provide desired green to the City, interest, comfort to pedestrians, visual softening of pavement expanses, bring human scale to adjoining buildings, minimize heat-reflection, and provide traffic calming benefits. The streetscape should have a noticeable pattern, design, or plant variety and should attempt to serve as a distinguishing or identifiable landmark for that portion of the development. Streetscapes within the Village of Ponderosa will vary in complexity depending upon the street configuration, in response to uses adjacent to each street.

1. Street Trees: Street trees are intended as a unifying element through-out the development and shall be provided along all main roads, regardless if public or private.

a. In general, placement of street trees along public streets shall be in accordance with the City's 'Public Right-of-Way Tree and Shrub Planting Regulations (Authority Ordinance #427 and Amended Ordinance #972) unless otherwise approved by the City Council. It is anticipated that street trees along public right-of-way and utilities within the public right-of-way shall be placed in the approximate location as shown on Exhibit 6.
b. The placement and spacing of street trees shall be determined by design intent in combination with anticipated mature spread of the respective variety.
c. To ensure safety, streetscape vegetation shall not be located within the vision triangle of intersecting vehicle pathways or vehicle and pedestrian pathways.
d. A minimum of fourteen feet (14') of vertical clearance over the travel portion shall be maintained at all times over all vehicle travel ways.
e. A street tree planting plan identifying exact tree locations shall be prepared for South Prairieview Drive and Bluestem Circle. These planting plans shall be reviewed and approved by the Plan and Zoning Commission and City Council prior to installation of any trees.
f. Exhibits 6 through 16 illustrate potential streetscape configurations in relationship to curbs and sidewalks. Location of trees along private streets may be adjusted as desired in respect to proximity to curbs and sidewalks as long as visibility and clearances are maintained so as to not interfere with both vehicular and pedestrian traffic.
g. Street trees may be counted towards fulfillment of the provision of vegetation required of open space.
h. Maintenance and removal of any street trees shall be the responsibility of the developer.

2. Market Street:
   a. Street trees shall be provided as part of an enhanced landscaping treatment at the corners of intersecting streets and at intervals of at least every 12 parking spaces in a row.
   b. Vegetation in the form of upright trees, flowering shrubs, perennials, ornamental grasses and annuals shall be provided to provide interest, color and place-making.
   c. Benches and/or other seating surfaces will be provided at typical meeting and gathering spaces.
   d. Public art, pedestrian scale lighting, sandwich boards, cafe tables with chairs and other specialty features may be provided to add festivity and variety to the street.
   e. Residential urban gardens will be provided between the public walkways and ground floor residential dwelling units to provide an amenity to both residents and pedestrians, as well as provide a buffer between the private dwelling units and public walkway.

C. Buffers & Visual Screening:

Due to the design intent to create a 'village' atmosphere with the blending of areas and uses, traditional buffering as set forth in City Code shall not be required. The provision of adequate buffering and landscaping shall be more thoroughly evaluated and approved as part of the site plan approval. Additional buffer and landscaping may be required at that time in response to additional details of the use, buildings, parking, etc. to be implemented.

The implementation of vegetation is required as part of buffering/screening. This vegetation may be combined with other measures such as berming, low stone walls, decorative fencing, or any combination thereof to enhance the effectiveness of the buffering/screening. Buffers should be designed to achieve the maximum amount of screening from the maximum number of viewpoints with vegetation layered to ensure adequate blockage of views and to create depth and a sense of naturalness. Care should be taken to ensure that 'thru-views' under tree canopies are adequately blocked. Landscape vegetation required within buffers shall be in addition to the open space landscaping required for the site.

1. A thirty foot (30') wide buffer shall be required along South 60th Street. One (1) overstory tree, two (2) understory trees and three (3) shrubs shall be provided for every thirty-five (35) lineal feet of this buffer; of the required trees, two-thirds (2/3) shall be evergreen in nature.
   a. Vegetation may be substituted at the following rate:
      1) One tree may be substituted for ten (10) shrubs.
      2) A twenty (20) square foot mass planting of perennial flowers or ornamental grasses may be substituted for three (3) shrubs.
      3) No substitution for required trees is allowed.
   b. No parking lots, drive-thrus, fences, or buildings are permitted within required buffers; however, sidewalks, trails, landscape features, pedestrian furniture, and permitted signage may be located within the buffers.
2. In addition to that specified above, the elements identified within the following section shall be buffered/screened regardless of area:
   a. Views of off-street parking areas, loading docks, and other vehicle related service areas from adjacent roadways, pedestrian paths and adjoining properties shall be buffered and visually screened to a height of at least three feet (3').

b. Drive-thrus (restaurants, banks, pharmacy, etc…) shall be opaquely screened from views from adjacent roadways, pedestrian paths and adjoining properties. Whenever possible, drive-thrus should be integrated into the building architecture rather than appearing as an attached element to the building.
c. Mechanical and/or utility equipment for residential dwellings shall not be located within the front yard and should be situated within the site to minimize views of from adjacent streets and adjoining properties.
d. Mechanical, utility meters, transformers, HVAC, satellite dishes, and other similar undesirable elements/equipment which are located on, beside, or adjacent to any retail, office, or multi-family building shall be buffered and visually screened from streets, residential dwellings, pedestrian pathways, and adjoining property outside of the development. A permanent screen that utilizes building materials and designs compatible and consistent with the architecture and materials of the principal building shall be implemented whenever possible. Equipment should be screened on all sides.
e. Roof-mounted HVAC screening shall be incorporated into the design of the building through the use of parapets, screening walls, or other acceptable solutions as identified during the review of the site plan.
f. Sanitation/Recycle enclosures shall be visually screened from view from streets, dwellings, businesses, pedestrian pathways, and adjoining property outside of the development. The enclosure should incorporate the primary building material of the adjacent buildings on three sides (either brick or limestone). The fourth side or enclosure opening shall be designed to prevent views into the enclosure and consist of exterior grade wood slats on a black painted steel structure. Landscape vegetation should be incorporated around the screen enclosure to soften and minimize the presence of the equipment and enclosure.

SIGNAGE: All proposed exterior signage requires the review and approval of a sign permit by the City of West Des Moines. All signage within the Village of Ponderosa shall be reviewed and approved by the Village of Ponderosa's Design Review Committee prior to approval by the City of West Des Moines and documentation of their approval shall be submitted to the City with the sign permit application. The City shall review the application and make the final determination as to whether a sign meets all applicable requirements prior to issuance of a permit and installation. Any signage not specifically addressed within this ordinance shall comply with the West Des Moines Sign Code. The following sign regulations shall apply:

A. Development Identification Signs:
1. Primary (labeled as 'E1' on exhibit 18A) and secondary (labeled as 'E2' on exhibit 18A) ground monument signs as generally illustrated in Exhibit 28 shall be allowed at the locations indicated in Exhibit 18A;
2. These signs shall be setback a minimum of ten feet (10') from the public street right-of-way and fifteen feet (15') from the back-of-curb of the private streets. In addition, these signs should be located to not block visibility at intersections and so located to accommodate future potential traffic signal poles and structures.
3. These signs shall only indicate the development name; no tenant identification is allowed.
4. These signs shall be consistent with the following size limitations:

a. Primary Development Identification Sign (E1): Landscape sign a maximum of eight feet (8') in height, seventy-five feet (75') in length, and three feet (3') in width. The text copy shall not exceed sixty (60) square feet.
b. Secondary Development Identification Signs (aka: Village Markers) (E2): Shall be a columnar brick or stone structure a maximum of five and one-half (5½) feet in height and two (2) feet in width. The text copy shall not exceed four (4) square feet per side of the structure.
c. These signs shall be either 'halo lit' or externally illuminated with ground lights directed at the face of the sign; shields shall be installed to prevent light spillover beyond the sign face.

5. A custom development identification sign may be placed in the center of the roundabout with the review and approval of a specific site plan by the City Council through the site plan process. As part of the approval, the Council shall establish the overall structure and text copy size limitations and details of the signage (labeled as 'E3' on exhibit 18A).

B. Business Identification Signs:

1. Building Mounted Signs:
   a. Wall Signage:
      1) All office, retail, and mixed-use buildings within the Market District shall be allowed exterior wall signage in accordance with the following:
         a) All wall signage shall consist of individual 3-dimensional letters. No cabinet or panel signs shall be allowed except for contoured cabinet signs necessary to display logos.
         b) A total of one and one-half (1½) square feet of copy per one (1) lineal foot of tenant space which contains the primary public entrance shall be allowed per tenant. The number of signs is limited only by the maximum allowable square footage. Of the total square footage of signage allowed, a maximum one-half (½) square foot per lineal foot of tenant space which contains the primary public entrance may be located on a window or wall that is not immediately adjacent to the tenant space but still within the same building.
         c) No illuminated wall signs shall be located on a façade which faces residential dwellings, except residential uses incorporated as part of a mixed use building or in situations in which the residential dwelling structure is located more than two-hundred (200) feet from the business displaying the sign.
   b. Projecting Signs: Projecting signs as defined in the City of West Des Moines' Sign code may be used as part of the allowed signage on buildings within the Market Street District in lieu of traditional wall signage. All projecting signs shall comply with the regulations within the Sign Code except as noted otherwise in this ordinance. Said signs shall not project above the primary roofline of the building to which it is attached.
   c. Projecting Pedestrian Signs: Projecting signs consistent in design and intent as 'under awning signs' identified within the City of West Des Moines' Sign code may be allowed. The pedestrian projecting signs are intended to provide information to pedestrians and therefore are not intended to of a size and scale to be legible to passing vehicles and draw

vehicles from adjacent roadways. This type of signage is in addition to allowed wall signage.

1) All office, retail, and mixed-use buildings within the Market District may be allowed projecting pedestrian signage in accordance with the following:
   a) A maximum of ten (10) square feet, including copy and background, shall be allowed per public door per tenant space.
   b) Signs located under a canopy or the building arcade on the western side of Market Street shall be located wholly under the canopy or arcade. Unless integrated as part of an architectural element that is an extension of the building; projecting pedestrian signs which are attached to a building but not under a canopy or arcade shall not project from the wall face more than thirty (30) inches.
   c) The bottom of the sign shall be a minimum of eight feet (8') of vertical clearance over pedestrian walkways and fourteen (14) above any drive or vehicle access.

C. Wayfinding Signs:

1. Ground Signs (Monument and Landscape Signs):
   a. Within the Market District there shall be a maximum of six (6) ground signs allowed which are to be utilized for the identification of multiple tenants within the district. These signs are intended to provide tenant information and serve as tenant directional signage or wayfinding signs of a scale to be visible by the motoring public. Multiple buildings and tenants may be identified on each sign. Individual monument/landscape signs for buildings or parcels as typically allowed by the Sign Code shall be prohibited. A single tenant may occupy the entire sign area of one of the six (6) signs, but approval and acknowledgement from the Village of Ponderosa's Design Review Committee confirming that one of these signs is being allocated to one tenant shall be submitted with the sign permit application to the City prior to installation of the sign.
   b. These signs shall be located a minimum of fifteen feet (15') from back-of-curb/property line whichever is more restrictive and situated so as to not obstruct visibility at street intersections and/or intersections of street and lot access drives.
   c. Sign structure shall not exceed six (6) feet in height, five (5) feet in width and two (2) feet in depth and of which, the top three feet (3') shall be dedicated to identification of the building name and tenants.
2. Pedestrian Signs: Pedestrian directional signage such as would be typically found on informational kiosks shall be allowed along pedestrian pathways in accordance with the following:
   a. Said signage is not intended to be legible to nor direct vehicular traffic.
   b. A maximum of six (6) 'kiosks' shall be allowed within the Village of Ponderosa development.
   c. Said kiosks may include a map identifying building names and businesses within various buildings. Multiple buildings and tenants may be identified on each sign.
   d. Individual business identification copy may not exceed two (2) inches in height.
   e. Signs shall be located a minimum of 15' from the property line or back-of-curb of a private street and shall not block pedestrian or vehicle visibility at intersections.
   f. Signs shall not exceed six (6) feet in height and three (3) feet in width or depth.

3. Directional Signs: Generic directional signs (without distinct tenant identification) such as "drive thru", "entrance/exit", etc., shall be governed by the regulations set forth in Sign Code for 'Directional Signs' in the Professional Commerce Park (PCP) District.

D. Village of Ponderosa Identification: Signage, medallions, keystones, banners, pavement markings, etc... that displays the development's logo, initials, or name may be integrated into the development to further enhance the character of the development; no individual tenant identification is allowed.

E. Murals, Banners, Window Graphics, and Projected Images: Art elements, such as murals, large scale graphic images displayed in windows, banners, and projected media on pavement or walls shall be encouraged to provide interest, color, and festivity to the area. With the exception of the Village of Ponderosa's logo, said elements shall not include or display logos, be recognizable as part of a corporate identity, or draw attention to or otherwise advertise or identify any one use, product, business, establishment or service. The Director of Development Services shall review and approve all proposals and determine whether the proposal is in compliance before they are installed or displayed. Images determined to be recognizable as part of a corporate identity, draw attention to or otherwise advertise or identify a use, product, business, establishment or service may be allowed; however, the image shall be counted as part of the square footage of wall signage allowed for the associated building or tenant.

F. Active Adult/Senior Residential Signage: Signage may be provided for the active adult/senior residential development on parcels 3D and 4A identifying this area as a distinct residential neighborhood as follows:
   1. A general neighborhood sign can be located along Village View Drive at both the eastern and western edges of parcels 3D and 4A. A maximum of 20 square feet of text can be provided at each of the two locations. Total sign area to be a maximum of 25 square feet.
   2. Building identification signs can be provided for each of the four buildings. These signs cannot face any adjacent single family neighborhoods. A maximum of 15 square feet of text can be provided at each of the four locations. Total sign area to be a maximum of 20 square feet.

G. LED or fiber optic signs may be permitted at the discretion of the Director of Development Services. No moving signs are allowed.

H. No aerial or search lights are allowed for advertising purposes but may be used to promote Village sponsored events after obtainment of the proper permits from the City.

SECTION 17. LIGHTING:

The Village of Ponderosa will have a family of light fixtures ranging from parking lot lights and roadway fixtures to pathway lights. Included within the site amenities attached to this ordinance are sketches and images of the intended lighting series (see Appendix I of the exhibits packet). The following general guidelines shall be in addition to the specific regulations stated within any Village of Ponderosa's Lighting regulations.

A. Street Lights: In order to maintain a consistent visual aesthetic throughout the Village of Ponderosa development, along all public roadways a Kim Archetype fixture (#33-2751 (150w) or comparable fixture acceptable to the City) black in color shall be used. The height, spacing, light levels and uniformity coefficients of street lights along public streets shall be in accordance with the City's street lighting standards. Street lights along private streets shall be the Spectra fixture by Architecture Area Lighting or comparable fixture acceptable to the Director of Development Services. The private lights shall be a maximum of twenty-five feet (25') in height as measured from the ground to the top of the fixture. Due to the non-standard color and type of private street lighting fixtures to be used, the developer shall be responsible for the financial cost, procurement, and installation of replacement parts and wiring for fixtures. Typical paint maintenance of all fixtures shall be the responsibility of the development with the approval of the City of West Des Moines when painting public street light poles and sign posts.

B. Parking Luminaries: Fixtures used within off-street parking areas shall be consistent with those illustrated in the Appendix of the exhibits packet. Said fixtures shall be black or tones of grey in color and shall not exceed twenty-five feet (25') in height as measured from the ground to the top of the light structure.

C. No wall packs, or floodlighting without shields to direct the light to its intended target are allowed. In addition to cut-off fixtures, particular attention shall be given to eliminate hot spots and light glare. To achieve this, additional measures may include, but are not limited to, lowering parking lot light levels after business hours, turning off lights not necessary for security purposes, and use of landscaping for light screening/blockage. As a part of the review of each site plan, a photometric plan must be submitted. During the review, the applicant must demonstrate how lighting will not adversely affect adjoining properties.

D. Floodlighting in residential areas should be limited to emergency lighting and shall be controlled to prevent the frequent tripping of the light by typical pedestrian and animal movements so as to not disturb neighbors.

SECTION 18. ARCHITECTURE:

The Village of Ponderosa is designed as a diverse community of commercial buildings and varied residential housing types and styles. Attached to this ordinance as Exhibits 32 through 38 are illustrative examples of the architectural concepts. Additionally, on file with the City is a companion 'pattern book' which provides more detail of the architectural concepts and options for the various buildings within the development. The pattern book is intended to guide architectural design to ensure compatibility. Specific architecture for all buildings, with the exception of single family detached residential dwellings shall be evaluated as part of the site plan review and approval process. Architecture, materials, and colors for single family detached residential dwellings shall be reviewed and approved by the Village of Ponderosa Design Review Board (VOP-DRB). Approval of the VOP-DRB shall be provided to the City in conjunction with the Building Permit application. Enforcement of the approved design of single family detached dwellings shall be by the Village of Ponderosa, not the City.

A. All buildings within this development, except for single family detached residential, shall accommodate the following in building design:

1. Form & Scale: Buildings shall be designed to relate specifically to the pedestrian in scale and variety as well as reinforce the "village" aesthetic/concept. The following techniques should be used to meet this objective:
   a. Corporate architecture shall be prohibited. Building concepts should avoid the conventional commercial approach to design.
   b. Buildings shall be organized to create a logical balance and relationship with the site, open spaces and circulation.
   c. The buildings design should meet context and site objectives such as providing gateways, creating linkages and framing or terminating views.
   d. Variation in building height, mass and roof forms shall be provided while still maintaining an overall building continuity.
   e. Shifts in building planes/facades and variation in exterior materials shall be incorporated to minimize long expanses of wall.
   f. Variation in materials, material modules, expressed joints, textures, colors and details should be used to break up the mass of the buildings.
   g. Variation in horizontal planes through the use of materials, color and projecting forms should be implemented to signify an entry and/or protect the pedestrian.
   h. Ground floor retail areas should provide the maximum possible glazing toward sidewalks to provide pedestrians with visual interest.
   i. High density residential buildings adjacent to single family attached or detached (areas 1B, 1C and 4B) should step down massing as illustrated in Exhibit 37
   j. Diversity in window systems through the use of clear and transparent glass as well as the use of applied vinyl window 'super graphics' that express/relate to the interiors intended use should be incorporated. Said graphics are intended to add to the festivity of the area and aid in blocking interior views of not so desirable elements, activities, or functions. Said graphics shall not be used for advertising purposes and shall not identify the tenant's name.
   k. A buildings roof form and related details/materials are an integral part of the architectural design aesthetic. Roofs should not be designed as attention-getting devices related to the reinforcement of signage or as an identifiable corporate image.
2. Material Quality and Detail: All sides to each building are to receive high quality materials and finishes (360° architectural treatment). There are no "backs" to a building. Materials should be durable, economically maintained and of a quality that will maintain their appearance over a prolonged time.
   a. Primary building materials should include, but or not limited to iron-spot or reclaimed brick, limestone or cast-stone, concrete and architectural metals.
   b. The following materials shall not be used for cladding unless specifically approved by the City of West Des Moines:
      1) Natural wood or wood paneling
      2) EIFS or synthetic stucco
      3) Concrete Masonry Units
      4) Tilt-up pre-cast concrete systems that are structural in appearance
      5) Materials that are intended for interior use

c. Changes in materials should occur at either inside corners or where a detail is drawn to specifically accommodate a transition.

B. Single-Family Detached Residential: Architectural design for single family units shall attempt to express a creative presentation of exterior building materials, exterior details and texture, treatment of windows and doors, and use of angles and multiplicity of planes within the wall and roof design. Homes shall have materials such as brick, natural stone, wood shakes, decorative molding and cornice treatments, or similar combination of material which represents a variation of architectural styles or elements.

SECTION 19. LAND USE & BULK REGULATIONS:

The intent of this Specific Plan shall be to permit the development of a planned community featuring a more urban look, feel and density. The development shall be broken out among land uses in accordance with the following:

- a maximum of 29.48 acres may be dedicated to single-family detached residential dwellings
- a maximum of 52.17 acres may be dedicated to multi-family residential dwellings
- a maximum of 7.53 acres may be dedicated to office uses; and,
- a maximum of 4.66 acres may be dedicated to support commercial uses

Overall, in compliance with the traffic study completed for the development, the Village of Ponderosa development shall not exceed 13.92 residential dwellings per gross acre of residential land use (indicated as single family or multi-family residential on Exhibit 1) or a total of 1137 residential dwellings; 133,200 sf of retail uses; and 76,900 sf of office uses.

To allow for response to market demand, residential dwellings types may be shifted to other locations within the site than currently anticipated. The 2015 adoption of the amended Specific Plan does not guarantee that the total number of residential dwellings indicated for inclusion within the overall development (1137) may be implemented. The 2015 amendment proposes 500 active senior dwellings, 480 non-age restricted market rate apartments in combination with 33 existing attached townhomes and a total of 124 traditional single family detached homes (81 existing plus 43 proposed). Due to the different traffic generation rates of different types of residential, especially senior housing versus market rate apartments, adjustments in the number of dwelling units incorporated may need to be adjusted (reduced) to ensure that overall development remains under the traffic caps established with the original 2006 study and reaffirmed with the 2015 traffic study. A traffic analysis shall be conducted for all proposed changes in residential types. Changes that result in a decrease in density and do not increase total traffic generated from the entire development above that allocated in the ordinance may be administratively approved as part of or in conjunction with the site plan process. Changes that result in an increase in density or will result in an increase in the total traffic generated from the development above that allocated in the ordinance will require the appropriate City Council and Plan and Zoning Commission approvals and may require an amendment to specific plan ordinance. All necessary City approval of plats required to make the change shall be obtained prior to approval of the site plan, if applicable and construction of the alternate dwelling type.

In addition to the general conditions stated previously within this ordinance, the following land use and bulk regulations shall apply to the specific areas designated on the Village of Ponderosa Specific Plan Map (Exhibit 2A & 2B). The Area Development Plan (Exhibit 1) illustrates six (6) planning areas; the Specific Plan Map further divides these planning areas into parcels.

A. Single Family Detached Residential:

1. Land Use: The following development standards and general use regulations and provision set forth in Title 9, "Zoning" of the City of West Des Moines City Code shall apply to the following specified development parcels as shown on the Specific Plan Map of this Ordinance unless noted otherwise in this ordinance:
   a. Area 1A (Lots 1-20): Residential Single Family (RS-11)
      1) Lots shall range between 11,000 sf to 17,300 sf
      2) Minimum street frontage = 35'
      3) Maximum 20 dwelling units
   b. Area 1B (Village of Ponderosa Plat 6):
      1) Lots shall range between 9,600 sf to 14,000 sf
      2) Maximum 7 dwelling units
   c. Area 1E (Village of Ponderosa Plat 8):
      1) Lots shall range between 7,200 sf to 13,000 sf
      2) Maximum 7 dwelling units
   d. Area 5B (Lots 81-102): Residential Single Family (RS-6)
      1) Lots shall range between 5,900 sf to 11,100 sf
      2) Minimum street frontage = 45'
      3) Maximum 22 dwelling units
   e. Area 5D (Lots 56-80): Residential Single Family
      1) Lots shall range between 2,800 sf to 4,500 sf in size
      2) Minimum street frontage = 35'
      3) Maximum 25 dwelling units
   f. Area 6D
      1) Lots shall range between 2,800 sf to 7,200 sf in size
      2) Minimum street frontage = 35',
      3) Maximum 43 dwelling units
      4) Minimum lot width = 40'

2. Building Height: The maximum height for a single family detached residential shall be 40 feet.

3. Garage Orientation:
   Garages shall be sited to minimize the visual presence to the street. Acceptable garage orientations include:
   a. Street Oriented Garage – With the exception of area 5D and 6D and as otherwise noted, garages that open to the street must be recessed behind the front plane of the house a minimum of five feet (5'). However, within a given area (1A, 1B, or 5B), up to one-fifth (1/5) of the total number of dwellings within the given area may have street-facing garages which are located less than five feet (5') of the front plane of the dwelling. In situations

where the garage is located less than five feet (5′), the third car garage, if applicable, must be stepped-back a minimum of four feet (4′) from the front of the two car garage with all garage doors to be individual one car doors.

b. Side Loaded Garage – Garage is entered from the side by a motor court. This garage orientation can be located in front of the house equal to the building setback for the house. Side loaded garages should incorporate architectural details such as windows, doors, and other detailing on the street façade in order to present a house appearance thus disguising the garage function.

c. Rear Loaded Garage (Areas 5D and 6D) – Garage is at the rear of the house and accessed by an alley. Garages may be the first house element encountered and visible from the alley. Garage shall abide by the building setback requirements.

4. Dedicated Residential Driveways: Vehicle driveways dedicated and adjacent to a covered parking space shall measure ten feet (10′) or less in length or nineteen feet (19′) or greater in length as measured perpendicularly from the garage opening to the closest point of the sidewalk or back of curb of intersecting private street or drive, whichever is more restrictive. Drives that are intended to provide for a vehicle to be parked parallel to the covered space shall measure a minimum of nine feet (9′) in length; drives intended to allow a vehicle to be parked perpendicular to the covered space shall measure a minimum of nineteen feet (19′) in length.

5. Setbacks:

a. Unless otherwise specifically stated, setbacks shall be measured from the property line of parcels that abuts a public street or back-of-curb of adjoining private street or alley. Setbacks along boundaries that do not abut a street shall be measured from the lot boundary; except for area 6D, easements have been taken into account when determining setbacks, therefore, the setback should be measured from the property line. Unless noted otherwise, in area 6D, setbacks shall be measured from the lot line.

b. Unless otherwise specified, building setbacks shall be measured to the foundation of the dwelling structure or covered parking, whichever is closer.

1) Those single family detached residential dwelling buildings which front South Prairie View Drive are allowed to have building overhangs, steps, and foundation plantings which extend into the public street right-of-way easement a distance of a maximum of five feet (5′) and as more particularly illustrated in Exhibit 6.

c. Setbacks for attached accessory structures (porches, sunrooms, decks, etc.) shall abide by the front, side and rear yard setbacks stated, with the exception of Areas 1A and 5B. These areas are allowed to have porches which extend into the front or side yard setback a maximum of five feet (5′), unless otherwise noted, however, the closest element of the structure (including overhangs and steps) shall be located no closer than five feet (5′) to a property line.

d. Setbacks for detached accessory structures shall be as follows:

1) No detached accessory structures shall be located in the front yard of any parcel.

a) Areas 1A & 5B – shall abide by City Code for the respective zoning district.

b) Area 1B – No detached accessory structure allowed.

c) Area 5D and 6D – Minimum of ten feet (10′) from rear lot line and in accordance with side yard setbacks as stated.

e. Building separations shall be a minimum of ten feet (10′) as measured between the foundations. Unless noted otherwise, overhangs, bay windows, fire-place bump-outs, etc… may extend into the setback a maximum of two feet (2′).

f. No fences over four feet (4′) in height, except those required to meet minimum swimming pool fencing requirements are allowed. No fences are allowed along those property boundaries which abut a common open space.

** See Exhibit 3 for Lot locations.

AREA 1A				
	Front	Rear	West Side	East Side
Lot #				
1 & 9	20′ min. no max.	20′	15′	5′
2 & 5 & 15	20′ min. 30′ max.	20′	5′	15′
3-4, 6-8, 10-11, & 14	20′ min. 30′ max.	20′	5′	5′
12	20′ min. no max.	20′ (north line)	15′	5′ (east & south lines)
13	20′ min. 30′ max.	15′ (west line)	15′ (southwest line)	15′ (north line) 5′ (southeast line)
16	20′ min. 30′ max.	20′	5′	15′ (porch may not encroach into setback)
17	20′ min. 30′ max.	20′	15′	5′
18	20′ min. 30′ max.	20′	5′	5′
19	20′ min. 30′ max.	20′	5′	10′
20	20′ min. 30′ max.	10′	10′	5′

AREA 1B			
	Front	Rear	Side **
Lot#			
Lots 1, 2, 5, 6 and 7 in Village of Ponderosa Plat 6	Minimum twenty foot (20′) and maximum thirty (30′) from adjoining street	Fifteen foot (15′) rear yard setback	Five foot (5′) setback except when adjacent to sanitary sewer easement, then setback is taken from edge of easement.
Lots 3 and 4 in Village of Ponderosa Plat 6	Minimum twenty foot (20′) and maximum thirty (30′) from adjoining street	Twenty foot (20′) rear yard setback	Five foot (5′) setback except when adjacent to sanitary sewer easement, then setback is taken from edge of easement.
** Side yard setbacks shall be to the closest element, including window wells, window or fireplace bump-outs, overhangs, stairs, etc.			

AREA 1E			
	Front	Rear	Side
Lot#			
Lots 1 - 5 in Village of Ponderosa Plat 8	Minimum fifteen foot (15′) from back of curb of adjoining street	Nine foot (9′) rear yard setback	Five foot (5′) setback except when adjacent to sanitary sewer easement, then setback is taken from edge of easement.
Lots 6 and 7 in Village of Ponderosa Plat 8	Minimum twenty foot (20′) and maximum thirty (30′) from back of curb of adjoining street	Fifteen foot (15′) rear yard setback	Five foot (5′) setback except when adjacent to sanitary sewer easement, then setback is taken from edge of easement.

AREA 5B				
	Front	Rear	West Side	East Side
Lot #				
81	20′ min. 30′ max.	20′	5′	0′ (S Prairieview Dr.) (porch may not encroach into setback: overhangs, steps, and foundation plantings may extend up to 5′ into the r.o.w. easement)
82-101	20′ min. 30′ max.	20′	5′	5′
102	20′ min. 30′ max.	20′	5′	0′ (S Prairieview Dr.) (porch may not encroach into setback: overhangs, steps, and foundation plantings may extend up to 5′ into the r.o.w. easement)

AREA 5D				
	Front **	Rear	West Side	East Side
Lot #				
56	0′	20′	10′	10′
57	0′	20′	15′	5′
58	0′	20′	5′	20′
59-65	0′	20′	5′	5′
66	0′	20′	10′	5′
67	0′	20′	20′	5′
68	5′	20′	15′	5′
69-72	5′	20′	5′	5′
73	5′	20′	5′	20′
74	5′	20′	15′	5′
75-80	5′	20′	5′	5′

**Front Yard Setback for Lots 56-67 = south line; Lots 68-80 = north line
** Lots 56 through 67 are allowed to have building overhangs, steps, and foundation plantings which extend into the right-of-way a distance of a maximum of five feet (5′)

AREA 6D			
	Front*	Rear	Side
All Lots	20′	20′	5′

* 0′ setback for lots fronting South Prairieview Drive. Porch may not encroach into setback, overhangs, steps, and foundation plantings may extend up to 5′ into the r.o.w. easement)

B. Single Family Attached Residential:

1. Land Use: The following development standards and general use regulations and provision set forth in Title 9, "Zoning" of the City of West Des Moines City Code for Residential Medium-Density (RM) shall apply to the following specified development parcels as shown on the Specific Plan Map of this Ordinance unless noted otherwise in this ordinance:

** See Exhibit 3 for Lot locations.

Single Family Attached		
Area	Lot #	Maximum # Dwelling Units
1C	22	4
4B	40	14
6A	50	6
6C	52	6

2. Building Height: The building height for attached residential structures shall allow for a maximum of three stories of living plus under-building parking or a maximum of sixty feet (60′) in height.

3. Building Setbacks:
   a. Unless otherwise specifically stated, setbacks shall be measured from the property line of parcels that abut a public street or back-of-curb of adjoining private street or alley. Setbacks along boundaries that do not abut a street shall be measured from the lot boundary.
   b. Building setbacks shall be measured to the foundation of the dwelling structure or covered parking.
      1) Unless otherwise specified below, a minimum fifteen foot (15′) setback shall be provided from an adjoining street or perimeter lot boundary, except when the abutting lot also contains an attached residential structure or abuts an open space of at least twenty feet (20′) in width excluding open space comprised of public street right-of-way. In these situations there shall be no minimum setback except as required by Fire and Building Codes. Except for Village of Ponderosa Plat 7, a minimum twenty-five foot (25′) building separation shall be maintained between single-family detached dwellings and single-family attached dwellings.
      2) Dwelling structures located within Lot 52 which front South Prairieview Drive may locate the main plane of the dwelling building at the front property line (zero setback) and is allowed to have building overhangs, porches, steps, and foundation plantings which extend into the public street right-of-way easement a distance of a maximum of nine feet (9′).
      3) The front and sides of structures located within lot 50 which face Bluestem Circle may locate the building at the property line (zero setback); however, the setback shall be measured to the closest point of the dwelling including overhangs, steps, private garden walls, etc…
      4) Detached garages accessed by an alley may be setback from the alley a distance consistent with that identified in the following 'Dedicated Residential Driveways' section.
   c. Building separations between the same residential type (single-family attached to single-family attached) shall be a minimum of ten feet (10′) as measured between the foundations of the outside walls. Overhangs, bay windows, fire-place bump-outs, etc… may extend into the separation area a maximum of two feet (2′). Except for Village of Ponderosa Plat 7, a minimum twenty-five foot (25′) building separation shall be maintained between single-family detached dwellings and single-family attached dwellings.
   d. No detached accessory structures, excluding garages, shall be allowed.

4. Garage Orientation:
   Acceptable covered parking orientations include:

a. Rear Loaded Garage – Garages shall be located at the rear of the building and accessed either by an alley or off-street auto court. Garages may be the first building element encountered and visible from the alley.
b. Under Building Parking

5. Dedicated Residential Driveways: Vehicle driveways dedicated and adjacent to a covered parking space shall measure ten feet (10′) or less in length or nineteen feet (19′) or greater in length as measured perpendicularly from the garage opening to the closest point of the sidewalk or back of curb of intersecting private street or drive, whichever is more restrictive. Drives that are intended to provide for a vehicle to be parked parallel to the covered space shall measure a minimum of nine feet (9′) in length; drives intended to allow a vehicle to be parked perpendicular to the covered space shall measure a minimum of nineteen feet (19′) in length.

6. Off-Street Parking: Uncovered off-street parking lots shall be setback a minimum of twenty feet (20′) from the back-of-curb of an adjoining street and a minimum of fifteen feet (15′) from the property line for those lot boundaries which do not abut a street.

C. Multi-Family Residential (Areas 1D, 2E, 3C, and 4A):

1. Land Use: The following development standards and general use regulations and provision set forth in Title 9, "Zoning" of the City of West Des Moines City Code for Residential High-Density (RH) Districts shall apply to the following specified development parcels as shown on the Specific Plan Map of this Ordinance unless noted otherwise in this ordinance:

2. Building Height: The building height for multi-family residential structures shall be as follows:
   a. Senior/Active adult multi-family shall not exceed sixty feet (60′) in height.
   b. Buildings "F", "G", and "I" shall not exceed fifty feet (50′) in height.
   c. Buildings "K" and "L" shall not exceed seventy-two feet (72′) in height.

3. Building Setbacks:
   a. Unless otherwise specifically stated, setbacks shall be measured from the property line of parcels that abut a public street or back-of-curb of adjoining private street or alley. Setbacks along boundaries that do not abut a street shall be measured from the lot boundary.
      1) Building setbacks in areas 1D and 4A shall be measured to the foundation of the dwelling structure or covered parking. Unless otherwise specified below, a minimum 30 foot (30′) setback shall be provided from an adjoining street or perimeter lot boundary.
      2) Building setbacks for buildings within area 2E and 3C which front to Market Street are measured to the main plane of the building excluding canopies and pedestrian arcades. Buildings should be setback a minimum of fifteen feet (15′) except for main building entries which may be as close as six feet (6′) from the back-of-curb of Market Street.

b. Setbacks for detached accessory structures, excluding garages, shall abide by Code for the Residential High-Density (RH) District.

4. Building Separation: A minimum thirty foot (30′) building separation shall be maintained between buildings as measured to the closest points of buildings including canopies.

5. Under Building Parking – Vehicular entries into parking structures shall not face single family detached dwellings.

6. Off-Street Parking: Uncovered off-street parking lots shall be setback a minimum of twenty feet (20′) from the back-of-curb of an adjoining street and a minimum of fifteen feet (15′) from the property line for those lot boundaries which do not abut a street.
   a. A multi-story parking structure shall be allowed within Area 3C. This structure shall be setback a minimum of fifty feet (50′) from adjoining street and a minimum of ten feet (10′) from the property line.

D. Office, Commercial, & Mixed Use Buildings:
1. Land Use:
   a. All general use regulations, performance standards, and provisions set forth in Title 9; "Zoning" of the City Code for Professional Commerce Park (PCP) and Support Commercial (SC) Districts, as identified in the following table for Areas 1, 2 and 3, shall apply to any development proposals for the applicable areas as delineated on the Specific Plan Map unless otherwise noted in this ordinance:
      1) Permitted Uses: Permitted uses within parcels identified for Professional Commerce Park (PCP) uses shall include the following:
         a) All Permitted (P) uses and Permitted Conditional Uses (PC) allowed within the Professional Commerce Park (PCP) and Support Commercial (SC) Districts except those that have been prohibited by this ordinance.
         b) In addition:

Showrooms/display rooms and associated offices (SIC 521b)
Paint, Glass, & Wallpaper Stores (SIC 523)
Hardware Stores (SIC 525)
General Merchandise Stores (SIC 53 series)
Food Stores (SIC 54 series) except Convenience Stores with or without gas
Apparel and Accessory Stores (SIC 56 series)
Furniture, Home Furnishings, & Equipment Stores (SIC 57 series)
Drinking Places (SIC 5813) (limit one within the development)
Miscellaneous Retail Uses (SIC 59 series) **except** the following which shall be prohibited: SIC 5961 Catalog and Mail Order Houses; SIC 5962 Automatic Merchandise Machine Operators; SIC 5963 Direct Selling Establishments; SIC 598 Fuel Dealers; SIC 5999 Adult Entertainment Establishment, Engine and Motor Equipment Supply Stores, Farm Equipment and Supply Stores,

Fireworks, Insecticide, Water and Air Purification Equipment for Agricultural Use
Photographic Studio, Portrait (SIC 722)
Beauty Shop (SIC 723)
Barbershops (SIC 724)
Clothing Rental Services (SIC 7299-09)
Watch, Clock, and Jewelry Repair (SIC 763)
Videotape Rentals (SIC 784)
Dance Studios, Schools, & Halls (SIC 791)

2) Prohibited Uses: the following permitted and permitted conditional uses otherwise allowed in the Professional Commerce Park (PCP) District shall be prohibited:
Electric, Gas, & Sanitary Services (SIC 49 series)
Hospitals (SIC 806 series)
Automotive Dealers & Service Stations (SIC 55 series)
Automotive Repair, Services, and Parking (SIC 75 series)
Miscellaneous Repair Services (SIC 76 series) except SIC 763 Watch, Clock, & Jewelry Repair which is allowed

** See Exhibit 3 for Lot locations.

Office, Commercial, & Mixed Use Buildings							
Building	Area	Lot #	Maximum Sq. Ft. of Retail Uses (SC)	Maximum Sq. Ft. of Office Uses (PCP)	Maximum # of Residential Dwelling Units	Maximum # of Stories	Maximum Building Height
A	1G	25	0	15,600	0	2	45′
B	1H	24	8,210	8,460	0	2	50′
C	2B	26	12,600	0	0	2	45′
D	2B	27	8,300	19,150	0	3	55′
E	2C	28	16,280	0	0	1	35′
H	2C	29	18,000	0	0	3	40′
J	3B	34	3,760	11,630	0	2	35′
M	3D	39	0	5,000	0	1	35′
N	3D	38	0	17,110	0	2	40′
O	3G	36	8,900	0	0	2	30′
P	3F	37	75,000	0	(110 rooms)	5	60′
TOTAL			151,050	76,950	0		

2. Drive-Thru Businesses: The intent of this development is not to encourage the use of automobiles. However, it is recognized that drive-ups are a key component to the

functionality of certain types of businesses due to their convenience. If, through the design review process, including an updated traffic analysis, it can be demonstrated that such uses do not cause traffic congestion, do not interfere with pedestrian movements and can be designed to minimize their presence, a maximum of five (5) drive-ups may be permitted within Areas 1, 2, and 3. Drive-up facilities may be allowed in conjunction with and limited to the following types of businesses; drugstore/pharmacy, bank/drive-up ATM (max. 2 establishments), dry cleaner, grocery, and coffee or ice cream related businesses (max. 2 establishments). Walk-up or pedestrian ATMs with no vehicle access shall be permitted as desired. In all instances, the presence of the drive-ups shall be minimized through the incorporation of the drive-thru into to the building architecture rather than as an added on canopy component and the opaque visual screening through the use of earth-berming and vegetation placement.

3. Lot Size: No minimum lot size shall be required for the office/retail area.

4. Building Height: The height of a building shall conform to the limits stated previously within the table with the exception of elements such as bell towers, clock towers, or other vertical accent architectural elements. These elements may exceed height restrictions, as determined by the Director of Development Services during the site plan review process.

5. Building Setbacks:
   a. Unless otherwise specifically stated, setbacks shall be measured from the property line of parcels that abut a public street or back-of-curb of an adjoining private street. Setbacks along boundaries that don't abut a street shall be measured from the lot boundary.
      1) Building setbacks are to the main plane of the building excluding canopies and pedestrian arcades.
      2) Buildings should be setback a minimum of fifteen feet (15') except building D' which shall be setback a minimum of six feet (6') from the back-of-curb of Market Street to accommodate the pedestrian arcade and upper stories of the building.
   b. A minimum thirty foot (30') building separation shall be maintained between buildings as measured to the closest points of buildings including canopies.
   c. Setbacks for detached accessory structures shall abide by Code for the Professional Commerce Park (PCP) District.

6. Off-Street Parking Lot Setbacks: Parking lots shall be setback a minimum of fifteen feet (15') from the back-of-curb of an adjoining street unless a similar use or an open space of at least twenty feet (20') in width abuts the lot, in which case the parking lot setback shall be zero.

SECTION 20. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in 1-4-1 of the City Code of the City of West Des Moines, Iowa.

SECTION 21. **OTHER REMEDIES.** In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 22. **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 23. **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 the _____ 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

No Change From Previous Reading

5(b)

CITY OF WEST DES MOINES
CITY COUNCIL COMMUNICATION

DATE: June 1, 2015

ITEM:

Motion – Approval of Traffic Code Amendment
Special Stops Required
Orchard Drive with 63rd Street and 65th Street
Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

FINANCIAL IMPACT:

None.

BACKGROUND:

Staff has investigated two uncontrolled intersections for stop sign installation. The intersections have some sight distance restrictions that limit visibility. These intersections are also on the walking route to Peony Park from the south side of Ashworth Road. Staff recommends placing stop signs at the intersections of:

63rd Street and Orchard Drive
65th Street and Orchard Drive

RECOMMENDATION:

City Council Approve:

Motion approving Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

Lead Staff Member: Jim Dickinson, P.E. JD

STAFF REVIEWS

Department Director	Bret Hodne BH
Appropriations/Finance	Tim Stiles TS
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	May 26, 2015		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.

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

SECTION 1. TITLE 6: (MOTOR VEHICLE AND TRAFFIC) CHAPTER 9: SECTION 6-9-3-1: SPECIAL STOPS REQUIRED: is hereby amended by modifying the following:

Add:

Street	Vehicles Traveling	Shall Stop At
Orchard Drive		63rd Street
Orchard Drive		65th Street

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 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. VIOLATION. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished not in excess of a $100 plus applicable surcharge and court costs.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in full force and effect from and after its passage, adoption, and publications as required by law.

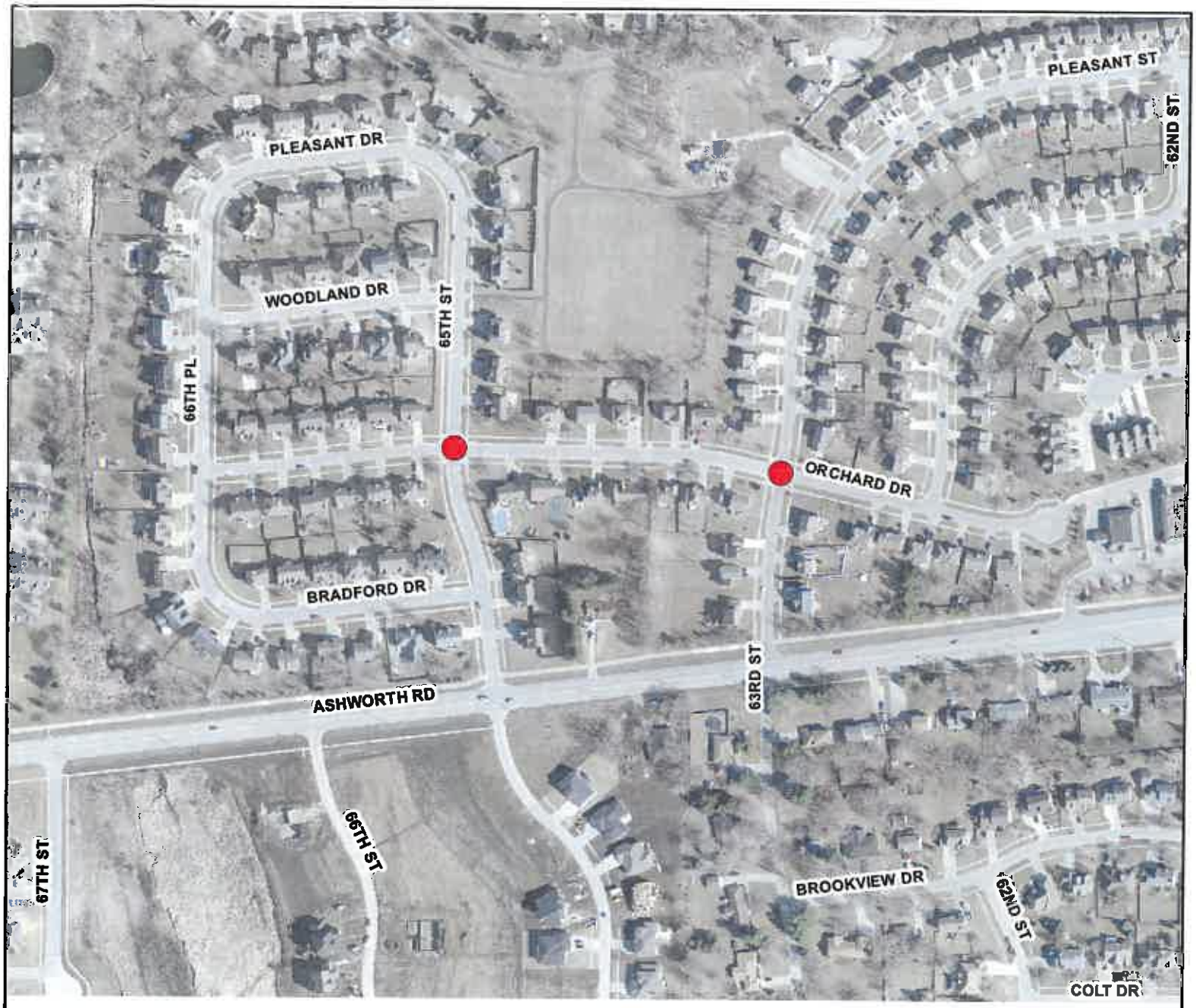
PASSED AND APPROVED this **1st** day of **June, 2015.**

_____
Steven K. Gaer, Mayor

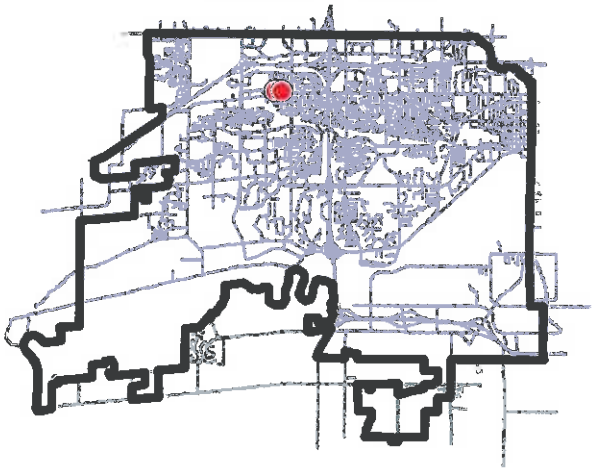
ATTEST:

_____
Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____day of _____, 2015.



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: **Approval of Traffic Code Amendment Special Stops Required**

LOCATION: **Orchard Drive with 63rd Street and 65th Street**

DRAWN BY: MJA	DATE: 5/11/2015	SHT. 1 OF 1

No Change From Previous Reading

5(c)

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: June 1, 2015

ITEM:

Motion - Approval of Traffic Code Amendment
No Parking Zones
13th Street – Locust Street to Walnut Street – West side
Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

FINANCIAL IMPACT:

None

BACKGROUND:

This code amendment will remove parking from the west side of 13th Street between Locust Street and Walnut Street. The street is 16 feet wide in this section and not wide enough to allow parking on either side of 13th Street. Staff recommends that parking be removed from the west side of 13th Street between Locust Street and Walnut Street.

OUTSTANDING ISSUES: None

RECOMMENDATION:

City Council Adopt:
Motion approving Second Reading, Waive Third Reading and Adoption of Ordinance in Final Form

Lead Staff Member: Jim Dickinson, P.E.

STAFF REVIEWS

Department Director	Bret Hodne
Appropriations/Finance	Tim Stiles
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	May 26, 2015		
Recommendation	Yes	No	Split

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA.

SECTION 1: TITLE 6 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 9, SECTION 6-9-5-1: NO PARKING ZONES: is hereby amended by the following changes:

Add:

Street	From	To	Side
13th Street	Locust Street	Walnut Street	West

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 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. VIOLATION. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished with a fine not to exceed $100.00 plus applicable surcharge and court costs.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

PASSED AND APPROVED this **1st** day of **June, 2015.**

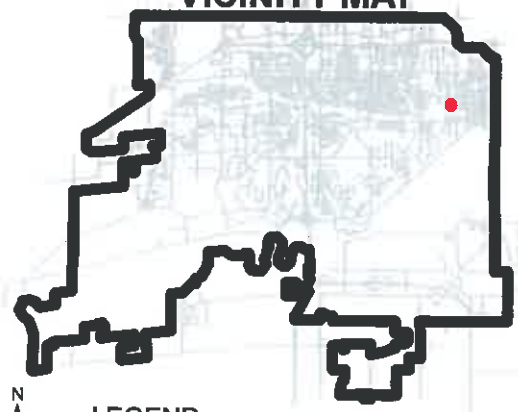
_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2015.

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:	**Traffic Code Amendment No Parking Zones**
LOCATION:	**13th Street - Locust Street to Walnut Street - West Side**

DRAWN BY: MJA	DATE: 5/11/15	SHT. 1 OF 1

5(d)

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: June 1, 2015

Motion – Approval of First Reading of Ordinance
Barnes Heights Sanitary Sewer Connection Fee District

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 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, March 30, 2015, May 11, 2015, and May 26, 2015. Public meetings were also conducted on November 15, 2012, August 26, 2014, and December 2, 2014.

The Public Hearing was held on May 4, 2015, and public comments were received. Attached is a copy of a letter to the property owners within the proposed fee district outlining the questions that were raised during the Public Hearing and staff's response. The Public Hearing was opened and closed at that time, but approval of the first reading of an ordinance creating the Barnes Heights Sanitary Sewer Connection Fee District was tabled. 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.

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
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	May 26, 2015		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, 2009 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 from Ashworth Road 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 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:

> Starting 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 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. 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 issuance of a plumbing permit to connect to the sewer or connection to the sewer, whichever occurs first. The connection fee may be paid in advance of issuance of a plumbing permit or connection based on the applicable fee at the time of payment and no additional connection fee is charged at the time of issuance of a plumbing permit or connection to the sewer.

C. 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 an additional single-family residences shall subject such additional lots or residences to the payment of the appropriate connection fee.

D. 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.

E. 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.

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 July 15, 2015, provided its passage, adoption and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2015.

_____
Steven K. Gaer
Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

Published in the Des Moines Register on _____.

May 19, 2015

«Mailing_Name_1»
«Mailing_Address_1»
«Mailing_CityStateZip»

RE: Barnes Heights Sanitary Sewer Connection Fee District

Dear Resident or Property Owner:

The City of West Des Moines held a public hearing on Monday May 4, 2015 for the possible establishment of the Barnes Heights Sanitary Sewer Connection Fee District. No formal action was taken by the City Council with regards to the first reading of an ordinance to establish said fee district.

Several residents were in attendance at the meeting and others shared their concerns via email or letter. The City Council directed City staff to formulate answers to all questions asked as part of the public hearing process and provide answers to all residents affected. Thus, attached are a list of questions and answers that you may find beneficial.

The Public Works Council Committee (PWCC) met on Wednesday May 13, 2015 to further discuss the possible establishment of the Barnes Heights Sanitary Sewer Connection Fee District. Minutes from this meeting can be obtained at the following website: http://www.wdm.iowa.gov/index.aspx?recordid=8783&page=120.

City staff currently anticipates that the first reading of the ordinance to establish the Barnes Heights Sanitary Sewer Connection Fee District will be presented to the City Council at their regular meeting June 1, 2015.

Please contact us at 515-222-3477 or Jason.Schlickbernd@wdm.iowa.gov if you have any further questions.

Sincerely,

Jason M. Schlickbernd, P.E.
Principal Engineer

Enclosures

cc: Tom Hadden, City Manager

Memorandum

To: Barnes Heights Plat 1 & 2 Property Owners

CC: Mayor and City Council Members
Tom Hadden, City Manager

From: Duane C. Wittstock, P.E., L.S., City Engineer

Date: May 18, 2015

Re: Barnes Heights Sanitary Sewer Connection Fee District

Here's a compiled list of questions with answers pertaining to the May 4, 2015 Public Hearing for the establishment of the Barnes Heights Sanitary Sewer Connection Fee District:

1. ***Why has sanitary sewer not previously been extended into Barnes Heights Plat 1 & 2?***
City policy only requires developers to extend sewer availability. To do so, public sanitary sewer is extended to/through new developments to plat boundaries so that future extensions can be made. This policy was enforced as part of the Wrenwood Plat 1 subdivision to the east/southeast in 1992, the Enclave of Ashworth Plat 1 subdivision to the west in 2012, and the Pemberley Hills Plat 1 subdivision to the south in 2014. Developers paid the full costs of the sanitary sewer to serve their subdivisions and will recover those costs when they sell the lots. Those developers are not obligated to construct and pay for sanitary sewer in any existing adjacent subdivisions. The City historically has not funded any sanitary sewer construction within any developments. The Barnes Heights Plat 1 & 2 property owners are experiencing decreased connection fees because adjacent developers have extended sanitary sewer to them.

2. ***What is the driving force behind the proposed sanitary sewer connection fee district?***
Back in early 2012, City Staff were made aware that one or more property owners within the Barnes Heights Plat 1 & 2 subdivisions were experiencing issues with obtaining Time of Transfer Certificates for onsite wastewater treatment systems required for the sale or transfer of property ownership. Dallas County has authoritative control over private onsite wastewater treatment systems. Dallas County Environmental Health follows the requirements of Chapter 69 of the Iowa Administrative Code (IAC) Section 567. Property owners that need to replace or perform major maintenance on a septic tank, distribution box, or lateral field are subject to the IAC requirements for connection to public sanitary sewer if they fall within the required distance. IAC indicates public sanitary sewer is deemed available if it is located within 200 feet of the subject building. Section 7-8A-3 of the City of West Des Moines Code of Ordinances provides that a connection is required if public

sanitary sewer is located within 400 feet of the subject property line. See attached letter from Veenstra & Kimm dated May 13, 2015. Property owners mentioned previously having difficulties obtaining Time of Transfer Certificates fell within these requirements for connection to public sanitary sewer. City Council directed City Staff to meet with residents in the Barnes Heights Plat 1 & 2 subdivisions to discuss sanitary sewer service alternatives for the unsewered area.

3. ***How does the proposed sanitary sewer connection fee district benefit the property owners?***
   The primary benefit is the availability of a safe public sanitary sewer system. Establishment of the sanitary sewer connection fee district allows the City to move forward with the construction of the proposed sanitary sewer and be guaranteed reimbursement from property owners at the time of connection. No special assessments would be placed on the properties. Properties needing immediate connection would be allowed to do so after paying connection fees and possible transfer of property could then take place. Property owners that may need immediate connection in the future would have sanitary sewer available and would not have to wait an extended period of time to allow for construction of the sanitary sewer and possible transfer of property. For most new home buyers of properties within City limits and close to utilities, the desire to have a public sanitary sewer connection is generally high and property values should reflect that.

4. ***According to surveys, how many property owners were in favor of establishing a sanitary sewer connection fee district?***
   The first survey mailed to property owners on November 29, 2012 showed that 4 of 13 were in favor, 8 of 13 were not in favor, and 1 of 13 shared no opinion. Only gravity sewer options were examined prior to this survey. As part of this survey, property owners generally preferred gravity sewer constructed in back yards.

   A second survey mailed to property owners on December 8, 2014 showed that 4 of 14 were in favor, 6 of 14 were not in favor, and 4 of 14 shared no opinion. Low pressure sewer options were added to the list of alternatives prior to this survey. With 12 of 18 properties represented at the December 2, 2014 public meeting, general consensus was to establish a sanitary sewer connection fee district and construct a low pressure sewer system in City rights-of-way.

5. ***Will property owners have input regarding what kind of system will be constructed?***
   Three public meetings have been conducted to date on November 15, 2012 and August 26, 2014 and December 2, 2014. Property owners have been presented with available alternatives and associated costs. Results of the first survey showed lack of interest and the project became inactive. Approval of public improvements in August 2014 for the Pemberley Hills subdivision to the south of the Barnes Heights area provided more alternatives for sanitary sewer service, thus discussions amongst the neighborhood resurfaced shortly thereafter. General consensus at the December 2, 2014 public meeting

was to move forward with the construction of a low pressure sewer system in City rights-of-way.

6. ***Are any other options being considered other than a low pressure sewer system?***
Alternatives discussed with the neighborhood to date have included gravity sewer in front yards, gravity sewer in back yards, low pressure sewer in front yards, low pressure sewer in back yards, low pressure sewer with or without grinder pump stations and service lines, and several combinations of mixed gravity sewer and low pressure sewer. Gravity sewer alternatives typically cause much more disruption to neighborhoods due to the trench needing to be deeper and wider than that required for low pressure sewer alternatives which are typically bored in place. Initial construction costs for gravity sewer alternatives are often higher than low pressure sewer alternatives, but the private costs for the low pressure sewer alternatives are often higher than those required for the gravity sewer alternatives.

7. ***Where will the proposed low pressure sewer be located?***
The public low pressure sewer is proposed to be constructed on the south side of Ashworth Road, the east side of 63rd Street, and the north side of Brookview Drive within existing City rights-of-way within the Barnes Heights Plat 1 & 2 area. No easements should be necessary. Grinder pump stations and service lines would be constructed privately.

8. ***Where will the sewer connections be located?***
With a low pressure sewer system, the small diameter (typically 2 inches) low pressure sewer will generally be located within existing City rights-of-way. One small diameter (typically 1.25 inches) sewer service connection will be extended to the property line of each individual property for future connection and will include an isolation valve (similar to a water shutoff valve) and a backflow preventer.

9. ***What are the maintenance costs of a low pressure sewer system?***
The public portion of the low pressure sewer system will be maintained by the City and all costs associated with the public portion will be borne by the City. The grinder pump station and service line will be privately owned. Maintenance costs on the service line are very minimal. Maintenance costs of the grinder pump station will include minor electrical costs (similar to 100W light bulb running all day), service calls to address pump blockages (similar to service call for any major household appliance), pump replacement costs (approximately $800-$1,200) estimated every 15 years or so, and possibly control panel repairs periodically (costs vary).

10. ***How was the proposed connection fee determined?***
The City's engineering consultant completed an engineering report dated November 12, 2014 that estimated the cost per property divided amongst 18 properties would be approximately $7,400 including construction, engineering design, construction inspection, and easements. An updated cost estimate of $7,700 per property was provided by the

City's engineering consultant on March 2, 2015 after bids were received on a similar project in West Des Moines.

11. ***How shall the connection fee be paid?***
The connection fee established by ordinance as part of the establishment of the sanitary sewer connection fee district shall be paid in full as a lump sum payment prior to any connection.

12. ***Does the connection fee increase over time?***
The connection fee increases each July 1st based on the percentage of increase in the published Engineering News Record's construction cost index calculated from the previous year.

13. ***Are property owners obligated to participate?***
Properties falling within the established Barnes Heights fee district boundary will be subject to payment of connection fees at the time of connection. The connection fee does not need to be paid prior to or at the time of construction, unless an immediate connection is desired, and can be paid at a later date when a connection is necessary or desired.

14. ***Is the fee district fee a maximum?***
The connection fee is a fixed amount once the ordinance is approved establishing the sanitary sewer connection fee district. If major project cost overruns or underruns are experienced throughout the project due to unforeseen circumstances, the City Council has the authority to revise the connection fee. If project cost overruns or underruns are minor, which is often the case, the connection fee remains as originally established.

15. ***What other costs should be considered?***
Aside from payment of connection fees and installation of private grinder pump station and sewer service line, each property owner or their contractor will be required to obtain and pay for a plumbing permit which currently costs approximately $50. Monthly sewer charges consist of a $3.10 availability charge (effective through June 30, 2015) and a basic rate of $5.50 per 1,000 gallons of water used (effective through September 30, 2015). Property owners will not incur monthly sewer charges until such time that a connection to the public sanitary sewer is made.

16. ***Would property owners be required to connect to the sanitary sewer when they go to sell?***
Connection fees only need to be paid prior to connection. A time of transfer inspection of the onsite wastewater treatment system will need to be performed prior to selling or transferring any property with a private onsite wastewater treatment system. If the inspection gets failed results, Dallas County Environmental Health will require a connection to the public sanitary sewer and connection fees will need to be paid to the City prior to connection. Some lenders have been known to require connection for liability reasons, so

that if the property were to go into foreclosure that the lender will not be held responsible to pay for the connection fees.

17. ***What is the City's financial responsibility?***
The City will fund the entire upfront costs of the project including construction, engineering design, construction inspection, and easements. The City will recover these costs over an extended period of time until such time that the last property owner has paid for and made a connection to the public sanitary sewer. Any City Staff time and resources will be provided in-kind throughout the life of the fee district.

18. ***Who will be doing the project?***
The City will contract with an engineering consultant to perform the engineering services necessary to design and construct the proposed sanitary sewer improvements. Approved construction drawings and technical specifications will be utilized to obtain competitive bids from potential bidders for the construction. The construction contract will be awarded to the lowest responsive responsible bidder. Construction inspection will be provided by either City Staff or an engineering consultant.

19. ***What will be required of property owners to discontinue use of onsite wastewater treatment systems?***
Dallas County refers to Chapter 69 of the Iowa Administrative Code Section 567 which states "private sewage disposal systems that are abandoned shall have the septic tank pumped, the tank lid crushed into the tank, and the tank filled with sand or soil."

VEENSTRA & KIMM, INC.
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

May 13, 2015

Duane Wittstock
City Engineer
City of West Des Moines
Public Services Dept/Engineering
4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, Iowa 50265

WEST DES MOINES, IOWA
BARNES HEIGHTS CONNECTION FEE DISTRICT
DALLAS COUNTY ENVIRONMENTAL HEALTH

On May 13, 2015 the writer spoke with Ted Trewin the Director of Dallas County Environmental Health concerning the procedures and requirement used by Dallas County Environmental Health in determining whether a property owner can perform maintenance or replace an onsite private sewage treatment system. Ted Trewin indicates Dallas County Environmental Health follows the requirements of Chapter 69 of the Iowa Administrative Code and defers to the City of West Des Moines relative to the distance requirements for connection to the sanitary sewer system.

Property owners with an onsite treatment system are allowed to perform routine maintenance on their onsite treatment systems. Property owners that need to replace or perform major maintenance on the septic tank, distribution box and lateral field would be subject to the Chapter 69 requirements for connection to the sanitary sewer system if they fall within the required distance.

Chapter 69 of the Iowa Administrative Code indicates public sewer is available if it is located within 200 feet of the building. Section 7-8A-3 of the City of West Des Moines Code of Ordinances provides a connection is required if public sewer is located within 400 feet of the property line of the subject property. Ted Trewin indicated the policy of his office would be to defer to the City requirements, unless that requirement is less than the Iowa Administrative Code requirement. In this instance, the West Des Moines requirement is more restrictive than the Iowa Administrative Code requirement and Dallas County Environmental Health would require a connection if sewer is located within 400 feet of the property line.

The Iowa Administrative Code provides the administrator is the final authority whether a connection to the sanitary sewer system is required. There has long been recognition in some instances there are topographic or other factors that would override the requirement for sewer, even if the sewer is located within 200 feet of a particular property. The West Des Moines Code section does not specifically include this administrative discretion.

In the case of Barnes Heights the administrative discretion probably is not likely to be an issue as the types of constraints that would normally be considered in waiving the requirement for sanitary sewer connection would not be present.

In summary, based on the conversation with Ted Trewin it appears Dallas County Environmental Health would not permit major maintenance or replacement of an onsite treatment system in Barnes Heights is sewer is available within 400 feet of the property line. This requirement would apply based on the location of the sewer system at the time of each application.

If you have any questions or comments concerning the project, please contact us at 225-8000.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:pjh
102199

Mailing Name 1	Physical Address 1	Mailing Address 1	Mailing City/State/Zip
Colin and Teresa Esquivel	6004 Ashworth Road	6004 Ashworth Road	West Des Moines, IA 50266
Kristopher G. and Tiffany D. Buldhaupt	6008 Ashworth Road	6008 Ashworth Road	West Des Moines, IA 50266
Terry R. and Melody Pearce	6010 Ashworth Road	6010 Ashworth Road	West Des Moines, IA 50265
Harry M. and Sherry A. Alley	6140 Ashworth Road	6140 Ashworth Road	West Des Moines, IA 50265
Karen L. Lonsdale	6160 Ashworth Road	3069 285th Street	Stuart, IA 50250
Brian and Kelly Buck	6180 Ashworth Road	6180 Ashworth Road	West Des Moines, IA 50266
Larry E. and Katherine Shelton	6220 Ashworth Road	1221 57th Place	West Des Moines, IA 50265
Ronald L. Williams Erin C. Turner	6250 Ashworth Road	6250 Ashworth Road	West Des Moines, IA 50266
Rodney J. and Rose M. Singer	6280 Ashworth Road	6280 Ashworth Road	West Des Moines, IA 50266
Edwin E. and Jean M. Bowden	6220 Brookview Drive	6220 Brookview Drive	West Des Moines, IA 50266
Dennis J. Deerr Jeanette M. Dove-Deerr	6225 Brookview Drive	6225 Brookview Drive	West Des Moines, IA 50266
Michael J. and Sheila M. Rush	6250 Brookview Drive	6250 Brookview Drive	West Des Moines, IA 50266
Leslie J. and Betty Lou Howen	6255 Brookview Drive	6255 Brookview Drive	West Des Moines, IA 50266
Carrie E. Mineck	6275 Brookview Drive	6275 Brookview Drive	West Des Moines, IA 50266
Larry M. and Eunice J. Kischer	880 63rd Street	880 63rd Street	West Des Moines, IA 50266
Allen E. and Shirley A. Kirk	920 63rd Street	920 63rd Street	West Des Moines, IA 50266
Donal E. and Patricia M. Brandt	950 63rd Street	2625 Vine Street, Apt. 105	West Des Moines, IA 50265
Jennifer I. and Dan D. Honnold	980 63rd Street	980 63rd Street	West Des Moines, IA 50266

MEETING MINUTES
PUBLIC WORKS COUNCIL COMMITTEE
West Des Moines City Hall Training Room
May 26, 2015

Attending:

Council Member – Rick Messerschmidt	Public Works Director – Bret Hodne
Council Member – Kevin Trevillyan	Principal Engineer – Jason Schlickbernd
City Manager – Tom Hadden	Traffic Engineer – Eric Petersen
Finance Director – Tim Stiles	Traffic Engineer – Jim Dickinson
Assistant City Attorney – Greta Truman	Communications Specialist – Lucinda Stephenson
City Engineer – Duane Wittstock	Rod VanGenderen – Chief Building Official

Meeting called to order at 11:32 AM.

1. **FEMA Flood Plain Update**
   Issue Summary:
   Jason Schlickbernd, Principal Engineer, reported on the feedback provided by FEMA after staff submitted comments regarding the Polk Countywide FEMA mapping update. A handout was provided showing comments from staff in black text and responses from FEMA in red text (Item 1). Staff explained that FEMA does not map every possible flood plain, they generally only map where risks are anticipated. In addition, through the City's site plan review process, staff ensures that a design engineer addresses any potential flooding issues and obtains the necessary permits since FEMA doesn't map everything.

   Staff responded to questions from the PWCC about current undeveloped areas being included in the mapping, stating that FEMA manages the federal flood insurance program so their assessment is from an insurance risk perspective and generally they wouldn't map an area until it is developed. If the City wants to map an area before it's developed, the City conducts their own studies to determine where flood plains are, but FEMA is under no obligation to use the City's studies. The studies conducted by the City evaluate a storm event in time and model it to determine elevations and make recommendations for developers. Staff stated that a study doesn't provide any guarantee other than a probability if development is above a certain elevation the area would probably remain dry.

   Mr. Schlickbernd stated that the corporate limits for the City were not accurate so FEMA has been supplied with additional information regarding corporate limits. The next step is to share the maps with the public and obtain comments from the public and finalize the maps. It could potentially take a year or more to receive feedback from the public. Staff stated that the last time mapping was conducted by FEMA in 2006, there were 20 foot contours but new technology has enabled the data to be more accurate and the contours are now down to approximately 2 feet.

Direction: Information Only.

2. **Barnes Heights Sanitary Sewer – Deerr Property at 6225 Brookview Drive**
   Issues Summary:
   Regarding the Deerr Property at 6225 Brookview Drive, which is in the proposed Barnes Heights Sanitary Sewer Connection fee district, the current property owner has contacted the City stating the

previous property owner had an agreement with the contractor when the Wrenwood Plat 1gravity sewer system was built that the contractor would make accommodations for 6225 Brookview Drive to hook up to the gravity sewer. Staff has found no evidence of the agreement. A copy of the letter received from the current property owner as well as a map identifying the 6225 Brookview Drive property outlined in red was provided (Item 2). Staff is seeking recommendation from the PWCC on whether or not to allow the property owner to hook into the gravity sewer system in Wrenwood Plat 1 and exclude them from the proposed Barnes Heights Sanitary Sewer Connection fee district. Staff responded to questions from the PWCC stating if a connection fee district for Barnes Heights is created, the sewer line would not have to be immediately installed. Discussion included the option of property owners in the fee district paying the connection fee in advance even if a sewer line isn't installed immediately and the concern of the increase in cost of construction if installation was deferred until there was demand for it.

Direction: The PWCC concurs that the Barnes Heights Sanitary Sewer Connection Fee District be created but to defer the construction of the sewer line until there is demand for it. The PWCC concurs that all properties within the Barnes Heights Sanitary Sewer Connection Fee District be charged a connection fee without regard if the property is served via gravity or pressure sewer.

3. **Review of Public Works Items for Council Meeting (June 1, 2015)**
   A. Order Construction
      i. 22nd Street & Kingman Avenue Turn Lane Extension – The project is to lengthen the north bound left turn bay. Some of the inside lanes will be closed during the project, which staff anticipates should only take 2-3 days. Staff is recommending to give the contractor permission to work nights and weekends to alleviate any potential delays and traffic congestion. The PWCC's concern with overnight work is the noise created by breaking pavement. Staff stated they can allow the contractor to work nights and weekends with a restriction to end pavement breaking by 10 PM.

      ii. 318 5th Street Improvements – City Manager Tom Hadden will provide an MOU (Memorandum of Understanding) at the June 2, 2015, Council meeting. Council will decide on the level of renovations for the building.

   B. Award Contract
      i. Grand Avenue Improvements, Phase 5
      ii. Alluvion Yellow Fiber Route

   C. Accepting Work
      i. 2014 HMA Resurfacing Program
      ii. 139 6th Street Fiber Optic Connection Project

   D. Approval of Railroad Construction Agreement – Grand Avenue Improvements, Phase 5

   E. Approval of Professional Services Agreement for Bridge Inspection

   F. Approval of First Reading - Barnes Heights Sanitary Sewer Connection Fee District

   G. Approval of Acquisition of Agricultural Property – Grand Prairie Parkway Interchange at I-80

   H. Approval of Amendment to 28E Agreement with Warren County – Joint Maintenance of Corporate Line Roads

I. Approval of Traffic Code Amendments (2nd Reading)
   i. Special Stops Recommended Due to Visibility Issues
      a. 63rd Street & Orchard Drive
      b. 65th Street & Orchard Drive
   ii. No Parking Zone – West Side of 13th Street, from Locust Street to Walnut Street

J. Approval of Agreement for Traffic Safety Improvement Program Funding

Direction: The PWCC concurs with staff recommendations on the Council Agenda items.

4. Staff Updates

A. Dixie Acres Fee District – Staff stated that Veenstra & Kimm, Inc. provided a detailed report of the results of the evaluation of alternatives to provide sanitary sewer service to the Dixie Acres area (Item 4A). Staff met with the property owners of Dixie Acres on May 19th and all are in agreement to proceed with the gravity sewer along 54th Street flowing to the south, which is the map of Alternative 1, Figure 2 in the handout. Staff still has to obtain permanent easements since the sewer line will follow the property line along the sidewalk.

Direction: The PWCC concurs with staff recommendation.

B. 2015 Annual Spring Clean-Up Event – Bret Hodne, Public Works Director, stated that staff met with two code enforcement officers and representatives from Waste Connections and the Metro Waste Authority to coordinate and discuss anticipated changes to the new guidelines for this year's event. Staff anticipates the biggest challenge will be bagged/boxed items still being left out for pick-up this year. Waste Connections will have supervisors on the streets, code enforcement will patrol the neighborhoods throughout the event and Public Works staff will also try and monitor the areas.

Direction: Information Only.

5. Other Matters

A. High Street – Mr. Hodne informed the PWCC that there is a resident on High Street with regular complaints about the amount of dust and potholes on High Street. High Street has extremely low traffic volumes and staff monitors the condition of the road on a regular basis. The road has an asphalt milling base so dust issues are typically not prevalent. Mr. Hodne wanted the PWCC to be aware of the complaint in case any Council members are contacted about it.

Direction: Information Only.

B. MWA Board Meeting – Mr. Hodne reported that he attended the MWA board meeting last week and a controversial item regarding the disposal of waste material from the bird flu outbreak was voted on. The vote was in favor of allowing the waste material to be placed in the landfill.

Direction: Information Only.

Meeting adjourned at 12:47 PM. The next Public Works City Council Subcommittee meeting is scheduled for June 8, 2015. Copies of handouts are available at Public Works upon request.

A recording was made. Respectfully submitted by Kimberly Pinegar, Secretary.

WEST DES MOINES, IOWA
BARNES HEIGHTS
CONNECTION FEE DISTRICT

CITY OF WEST DES MOINES
MEMORANDUM

TO: Honorable Mayor Gaer and Members of the City Council

FROM: Brian Portz, Planner BP

DATE: May 28, 2015

RE: Item 6a: Jordan West Specific Plan Ordinance

The Applicant, Ryan Companies, US, Inc. has requested consideration of the Jordan West Specific Plan Ordinance be continued until the June 15, 2015, City Council meeting to allow them additional time for the applicant to review the proposed revised Specific Plan Ordinance language drafted in response to the new development plan.

cc: Tom Hadden, City Manager
Lynne Twedt, Director of Development Services

WWW.RYANCOMPANIES.COM

RYAN COMPANIES US, INC.
14001 University Avenue, Suite 300
Clive, IA 50325

515-309-8500 *tel*
515-309-8550 *fax*

RYAN®
BUILDING LASTING RELATIONSHIPS

May 22, 2015

Mr. Brian Portz, AICP
Development Services
City of West Des Moines
4200 Mills Civic Parkway, Suite 2D
West Des Moines, IA 50265-0320

RE: Jordan West Specific Plan Amendment

Dear Brian:

Ryan Companies would like to request a continuance of our agenda item for the May 26th Planning and Zoning Commission meeting to the next scheduled meeting on June 8, 2015. Having just received the draft of the revised Ordinance on Wednesday of this week, we simply have not had ample time to review and comment.

Please let us know if there are concerns or if the agenda on June 8th will not accommodate this continuance. Thank you for your understanding and consideration of this request.

Should you have any questions, please do not hesitate to contact us.

Respectfully Submitted,

RYAN COMPANIES US, INC.

Craig A. Thompson, P.E.
Division Manager

Copy: Brad Schoenfelder, Ryan
Ed Arp, CEC

AZ LICENSE ROC195813 COMM, ROC212330 RES; CA LICENSE 842487; CHICAGO, IL LICENSE GC04631A; FL LICENSE CGC1519397, CGC1506553; WA LICENSE CC RYANCCU886BP

CITY OF WEST DES MOINES
MEMORANDUM

TO: Mayor and City Council members

FROM: Kara Tragesser, AICP

DATE: June 1, 2015

RE: Item # 6b: Grand Lakes Comprehensive Plan and PUD Amendments

Staff requests that the public hearing for the Grand Lakes Comprehensive Plan Amendment and the Planned Unit Development (PUD) amendment of the Eight Ways PUD be deferred two weeks to the June 15, 2015 meeting of the City Council.

The public notice published in the paper and mailed to surrounding property owners had an incorrect description of the requests, and therefore the notice needs to be resent and republished.

Staff requests a motion to defer Item 6b Grand Lakes to the City Council's June 15, 2015, meeting be approved.

c. Lynne Twedt, Development Services Director

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

Date: June 1, 2015

ITEM: 7920, 8120, and 8180 Ashworth Road and undeveloped property immediately south of 8220 Ashworth Road (not including 8220 Ashworth Road) – City Initiated – Amend Comprehensive Plan Land Use Map to change approximately 10.7 acres from Office (OF) to Single Family Residential (SF) and consistency zone the property to Single Family Residential (R-1) and rezone approximately 3.5 acres from Residential Single Family (RS-20) to Single Family Residential (R-1) CPA-002628-2015/ZC-002629-2015

RESOLUTION: Approval of Comprehensive Plan Amendment
ORDINANCE: Approval of First Reading of Ordinance

FINANCIAL IMPACT: Undetermined.

BACKGROUND: Development Services staff for the City of West Des Moines is requesting approval of both a Comprehensive Plan Land Use Amendment and Rezoning for property located at 7920, 8120, 8180 Ashworth Road, and undeveloped property immediately south of 8220 Ashworth Road, but not including 8220 Ashworth Road. The requests to change the land use and zone accordingly is in response to recent land use and zoning changes on properties immediately adjacent (see Attachment D, current Comprehensive Plan Land Use and Attachment E, current zoning map). The request is to change the use designations from Office (OF) to Single Family Residential (SF) applies to 7920, 8120, and 8180 Ashworth Road, encompassing approximately 10.7 acres of land. These properties will also be consistency zoned to Single Family Residential (R-1). In addition, a request to rezone approximately 3.5 acres from Residential Single Family (RS-20) to Single Family Residential (R-1) is being made for that property south of the south boundary line of 8220 Ashworth Road as this ground will be part of the proposed Creekside Glynn subdivision instead of the originally intended Brody Place Estates (nka Aspen Valley) development. The proposed changes will bring consistency of land use and zoning to the area rather than having small parcels of office intermingled.

Plan and Zoning Commission Action:
Vote: 7-0 approval
Date: May 26, 2015
Motion: Adopt a resolution recommending the City Council approve the request to amend the City's Comprehensive Plan Land Use Map and Rezoning Request

OUTSTANDING ISSUES: There are no 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 & Planning: July 3, 2014, September 11, 2014, October 23, 2014, November 6, 2014, January 29, 2015, & February 12, 2015*
- Staff Review and Comment
  - *Comprehensive Plan Amendment*
  - *Consistency Zoning*
  - *Undeveloped Land Rezoning*
  - *Notice of Proposed Land Use and Zoning*
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendations and Conditions of Approval – Comprehensive Plan
- Staff Recommendations and Conditions of Approval – Rezoning
- Property Owner 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 the Comprehensive Plan Land Use map amendment for approximately 10.7 acres from Office (OF) to Single Family Residential (SF) and approval of the rezoning to consistency zone the 10.7 acre property to Single Family Residential (R-1) and rezone approximately 3.5 acres from Residential Single Family (RS-20) to Single Family Residential (R-1), subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz BP

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	5/26/2015	
Letter sent to surrounding property owners		5/12/2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	July 3, 2014, September 11, 2014, October 23, 2014, November 6, 2014, January 29, 2015, & February 12, 2015		
Recommendation	Yes ☒	No ☐	Split ☐

ATTACHMENTS:

Exhibit I - Plan and Zoning Commission Communication
- Attachment A - Resolution – Approval of the Comprehensive Plan Amendment
- Attachment B - Resolution – Approval of the Rezoning
- Attachment C - Location Map
- Attachment D - Existing Comprehensive Plan Land Use Map with changes noted
- Attachment E - Existing Zoning Map with changes noted

Exhibit II - Council Resolution – Approval of Comprehensive Plan Amendment

Exhibit III - Ordinance for Rezoning

EXHIBIT I

CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION

Meeting Date: May 26, 2015

Item: 7920, 8120, and 8180 Ashworth Road and undeveloped property immediately south of 8220 Ashworth Road (not including 8220 Ashworth Road) – City Initiated – Amend Comprehensive Plan Land Use Map to change approximately 10.7 acres from Office (OF) to Single Family Residential (SF) and consistency zone the property to Single Family Residential (R-1) and rezone approximately 3.5 acres from Residential Single Family (RS-20) to Single Family Residential (R-1) – CPA-002628-2015/ZC-002629-2015

Requested Action: Approval of Comprehensive Plan Amendment and Rezoning

Case Advisor: Brian Portz, AICP BP

Applicant's Request: Development Services staff for the City of West Des Moines is requesting approval of both a Comprehensive Plan Land Use Amendment and Rezoning for property located at 7920, 8120, 8180 Ashworth Road, and undeveloped property immediately south of 8220 Ashworth Road, but not including 8220 Ashworth Road. The requests to change the land use and zone accordingly is in response to recent land use and zoning changes on properties immediately adjacent (see Attachment D, current Comprehensive Plan Land Use and Attachment E, current zoning map). The request is to change the use designations from Office (OF) to Single Family Residential (SF) applies to 7920, 8120, and 8180 Ashworth Road, encompassing approximately 10.7 acres of land. These properties will also be consistency zoned to Single Family Residential (R-1). In addition, a request to rezone approximately 3.5 acres from Residential Single Family (RS-20) to Single Family Residential (R-1) is being made for that property south of the south boundary line of 8220 Ashworth Road as this ground will be part of the proposed Creekside Glynn subdivision instead of the originally intended Brody Place Estates (nka Aspen Valley) development. The proposed changes will bring consistency of land use and zoning to the area rather than having small parcels of office intermingled.

History: There are currently single family residences at 7920 Ashworth Road and 8120 Ashworth Road. 8180 Ashworth Road and the land south of 8220 Ashworth Road are currently undeveloped land. In May of 2014 the City Council approved a request for a Comprehensive Plan Amendment to change the land use designation for the property to the west of 8180 Ashworth Road (Aspen Valley single family residential development – formerly known as Brody Place Estates) from Office to Single Family Residential and also approved a zoning change to RS-20 at that time. In March of 2015, the City Council approved a rezoning of the Aspen Valley property from RS-20 to RS-10 to allow smaller residential lots. In September of 2014, the City Council approved a request for a Comprehensive Plan Amendment to change the land use designation for the property to the east of 8120 and 8180 Ashworth Road (Creekside Glynn single family residential development) from Office to Single Family Residential, thus surrounding 7920, 8120, and 8180 with a Single Family Residential land use designation. Also, in September of 2014, the zoning of the Creekside Glynn property was consistency zoned to R-1.

City Council Subcommittee: Discussions regarding one aspect or another in respect to the land uses, development of Creekside Glynn, and alignment of 81st Street have been discussed at the following Development & Planning City Council Subcommittee meetings:

- July 3, 2014
- September 11, 2014
- October 23, 2014
- November 6, 2014
- January 29, 2015
- February 12, 2015

The request to amend the Comprehensive Plan Land Use Map and rezone the Creekside Glynn property east of 81st Street from office to single family residential was reviewed by the Development and Planning City Council Subcommittee on July 3, 2014; the Subcommittee was supportive of the changes. Discussion at the September 11th meeting, centered on need for two accesses and interface with the property at 7920 Ashworth Road and the need to

provide that property a connection to a road within the proposed Creekside Glynn subdivision so that they have two ways in and out. The Subcommittee was supportive of the proposed subdivision plans and directed staff to reach out to the property owner at 7920 Ashworth about changing their land use. The owner indicated they had no immediate intent to redevelop the property with office or subdivide into additional residential lots and expressed a desire for the land use designation to remain as office.

The previous owner of 8180 Ashworth (Shawn Koehn) indicated that he also had authority over 8120 Ashworth. Mr. Koehn desired to keep his office land use as he felt it was prime office ground. The Creekside Glynn developer attempted to execute a land swap with Mr. Koehn which would have placed the office land use immediately adjacent to and parallel with Ashworth Road, with single family located south of the office. This swap would have placed office land use adjacent to 7920 Ashworth thus justifying that property maintaining their office land use. While the Subcommittee was supportive of this concept, ultimately, a land swap deal could not be made and the Creekside Glynn developer moved forward with land use changes for the property east of 81st Street. Ultimately, the Creekside Glynn developer purchased the 8180 Ashworth Road property with the intent to implement single family, not office. With a request to take this property to single family land use, only 8120 and 7920 remain as office. The Subcommittee directed staff to initiate a land use change for these remaining two office parcels in conjunction with the change to the former Koehn property at 8180 Ashworth.

The remaining meetings with the Subcommittee were in respect to 81st Street alignment. The Creekside Glynn developer is proposing shifting 81st east so that almost all of the right-of-way was on his property and not on 8120 Ashworth, allowing 81st to be constructed. The possibility of aligning the road to the west was also discussed, but the east alignment was agreed to since there is pending development activity.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues. Staff would summarize the following:

- *Comprehensive Plan Amendment:* (see Attachment C for location of referenced properties) 7920, 8120, and 8180 Ashworth Road are designated at Office (OF) on the Comprehensive Plan land use map. These properties are surrounded by Single Family Residential (SF) land uses. To the west of 7920 Ashworth Road is Creekside Glynn, a proposed single family development and to the east is the existing Westbridge subdivision. To the east of 8120 and 8180 Ashworth Road is the Creekside Glynn Development and to the west is a proposed single family development called Aspen Valley (formerly known as Brody Place Estates). 8180 Ashworth Road is owned by the developer of Creekside Glynn and will be a part of that development. 7920 and 8120 Ashworth Road are not a part of the Creekside Glynn development or Aspen Valley development and will remain as single family homes.
- *Consistency Zoning:* The properties at 7920, 8120 and 8180 are currently "Unzoned" on the West Des Moines Zoning Map. The City proposes to consistency zone these properties to a Single Family Residential (R-1) zoning designation as this will be consistent with the R-1 zoning established for the Creekside Glynn development. The Aspen Valley development to the west is zoned RS-20.
- *Undeveloped Land Rezoning:* The undeveloped land behind 8220 Ashworth Road was part of the Brody Place Estates land use amendment thus it is already designated as Single Family Residential (SF) on the Comprehensive Plan Land Use Map. The Residential Single Family (RS-20) zoning of this property was established when it was believed that it would be part of the Brody Place Estates (nka Aspen Valley) development. Since that time, the developer of Creekside Glynn has made arrangements with the developer of Aspen Valley to acquire this ground in order to make the ground that the Creekside Glynn developer owns outright more suitable for subdivision. As the property will be part of the Creekside Glynn development, the zoning is proposed for Single Family (R-1) so that it is consistent with the zoning of the remainder of the Creekside Glynn development.
- *Notice of Proposed Land Use and Zoning:* Notice of the City initiated land use and zoning changes was mailed by certified letter to the property owners' subject of the changes. Staff did not receive any communications from the property owners expressing either agreement of disagreement with the proposed.

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.

Noticing Information: On May 15, 2015, notice for the May 26, 2015, Plan and Zoning Commission and June 1, 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 all surrounding property owners within 370 feet of the subject property on May 12, 2015.

Staff Recommendation and Conditions Of Approval – Comprehensive Plan: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approval of the Comprehensive Plan Land Use map amendment for approximately 10.7 acres located at 7920, 8120, and 8180 Ashworth Road from Office (OF) to Single Family Residential (SF).

Staff Recommendation and Conditions of Approval – Rezoning: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending to the City Council approval of the rezoning to consistency zone the property to Single Family Residential (R-1) and rezone approximately 3.5 acres from Residential Single Family (RS-20) to Single Family Residential (R-1).

Property Owners:

***8180 Ashworth Road* & Undeveloped Property behind 8220 Ashworth Road**
Creekside Glynn, LLC
Attn: Jerry Bussanmus
PO Box 71038
Clive IA 50323
515-778-5732

8120 Ashworth Road
Astley, LLC
Attn: Jessica Walker
1400 Highway 69
Osceola, IA 50213

7920 Ashworth Road
Alan Olson
Carla Olson
1335 S. 93rd Street
West Des Moines, IA 50266

ATTACHMENTS:

Attachment A	-	Plan and Zoning Commission Resolution – Comprehensive Plan Amendment
Attachment B	-	Plan and Zoning Commission Resolution – Rezoning
Exhibit A	-	Conditions of Approval
Attachment C	-	Location Map
Attachment D	-	Existing Comprehensive Plan Land Use Map with changes noted
Attachment E	-	Existing Zoning Map with changes noted

ATTACHMENT A

RESOLUTION NO. PZC-15-033

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN AMENDMENT TO THE COMPREHENSIVE PLAN LAND USE MAP FOR APPROXIMATELY 10.7 ACRES LOCATED AT 7920, 8120, AND 8180 ASHWORTH ROAD TO AMEND THE COMPREHENSIVE PLAN LAND USE MAP DESIGNATION FROM OFFICE (OF) TO SINGLE FAMILY RESIDENTIAL (SF)

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the Development Services Department for the City of West Des Moines has requested an amendment to the Comprehensive Plan Land Use Map (CPA-002628-2015) to change the land use designation of approximately 10.7 acres located at 7920, 8120, and 8180 Ashworth Road and within that area legally described as:

Legal Description

PART OF THE WEST ½ OF THE NE ¼ OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF THE NE 1/4 WITH A LINE THAT IS 622 FEET EAST OF AND PARALLEL TO WEST LINE OF THE NE 1/4 (MEASURED NORMAL TO WEST LINE OF SAID NE ¼); THENCE SOUTH PARALLEL TO AND 622 FEET EAST OF THE WEST LINE OF SAID NE ¼, 464 FEET; THENCE EAST AT RIGHT ANGLES TO LAST DESCRIBED LINE, 165 FEET; THENCE NORTH PARALLEL TO WEST LINE OF TRACT HEREIN DESCRIBED 486 FEET MORE OR LESS TO NORTH LINE OF NE ¼; THENCE WESTERLY ALONG NORTH LINE TO POINT OF BEGINNING, EXCEPT PUBLIC HIGHWAY

AND

PARCEL "A" OF THE SURVEY OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼ SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., AS SHOWN IN BOOK 790, PAGE 299, IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA, AND;

ALL THAT PART OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M. LYING WEST OF SAID PARCEL "A" OF THE SURVEY OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., AS SHOWN IN BOOK 790, PAGE 299, IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA

AND

PARCEL 'A' OF THE SURVEY OF THE EAST 322.00 FEET OF THE NE ¼ NW 1/4, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PM., AS SHOWN IN BOOK 790, PAGE 299, IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA, AND;

ALL THAT PART OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M. LYING WEST OF SAID PARCEL 'A' OF THE SURVEY OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., AS SHOWN IN BOOK 790, PAGE 299, IN THE OFFICE OF THE RECORDER OF DALLAS 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 May 26, 2015, this Commission held a duly-noticed hearing to consider the application for Comprehensive Plan Amendment (CPA-002628-2015);

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 for this hearing or as amended orally at the hearing are adopted.

SECTION 2. The amendment to the Comprehensive Plan Land Use Map to change the land use designation of the

properties located at 7920, 8120, and 8180 Ashworth Road from Office (OF) to Single Family Residential (SF) is recommended to the City Council for approval, subject to compliance with all conditions in the staff report, including conditions added at the hearing and attached as Exhibit A. Violations of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on May 26, 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 May 26, 2015, by the following vote:

AYES: Andersen, Brown, Costa, Crowley, Erickson, Hatfield, Southworth
NAYS: -0-
ABSTENTIONS: -0-
ABSENT: -0-

ATTEST:

Recording Secretary

ATTACHMENT B

RESOLUTION NO. PZC-15-034

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE THE REZONING REQUEST (ZC-002629-2015) FOR THE PURPOSE OF CONSISTENCY ZONING THE APPROXIMATELY 10.7 ACRE PROPERTY LOCATED AT 7920, 8120, AND 8180 ASHWORTH ROAD AND REZONE THE APPROXIMATELY 3.5 ACRE UNDEVELOPED PROPERTY BEHIND 8220 ASWORTH ROAD (NOT INCLUDING 8220 ASHWORTH ROAD).

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the Development Services Department for the City of West Des Moines has requested approval of a Rezoning Request for that property located at 7920, 8120, and 8180 Ashworth Road and undeveloped property behind 8220 Ashworth Road (not including 8220 Ashworth Road) to designate 10.7 acres as Single Family Residential (R-1) and 3.5 acres from Residential Single Family (RS-20) to Single Family Residential (R-1) as shown on Attachment E;

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 May 26, 2015, this Commission held a duly-noticed hearing to consider the application for the Rezoning Request (ZC-002629-2015);

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 May 26, 2015, or as amended orally at the Plan and Zoning Commission hearing of May 26, 2015, are adopted.

SECTION 2. REZONING REQUEST (ZC-002629-2015) to designate 10.7 acres as Single Family Residential (R-1) and 3.5 acres from Residential Single Family (RS-20) to Single Family Residential (R-1) as indicated on Attachment E is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated May 26, 2015, including conditions added at the Hearing, and attached hereto as Exhibit "A", if any. Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on May 26, 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 May 26, 2015, by the following vote:

AYES: Andersen, Brown, Costa, Crowley, Erickson, Hatfield, Southworth
NAYS: -0-
ABSTENTIONS: -0-
ABSENT: -0-

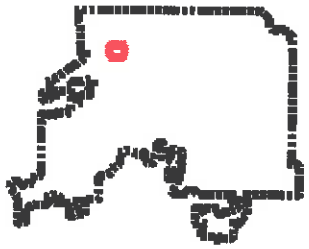
ATTEST:

Recording Secretary

Exhibit A
Conditions of Approval

1. No conditions of approval.

7920, 8120, & 8180 Ashworth Road



Legend

- Parcels
- Parks
- Greenways

598.8 0 299.40 598.8 Feet

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet

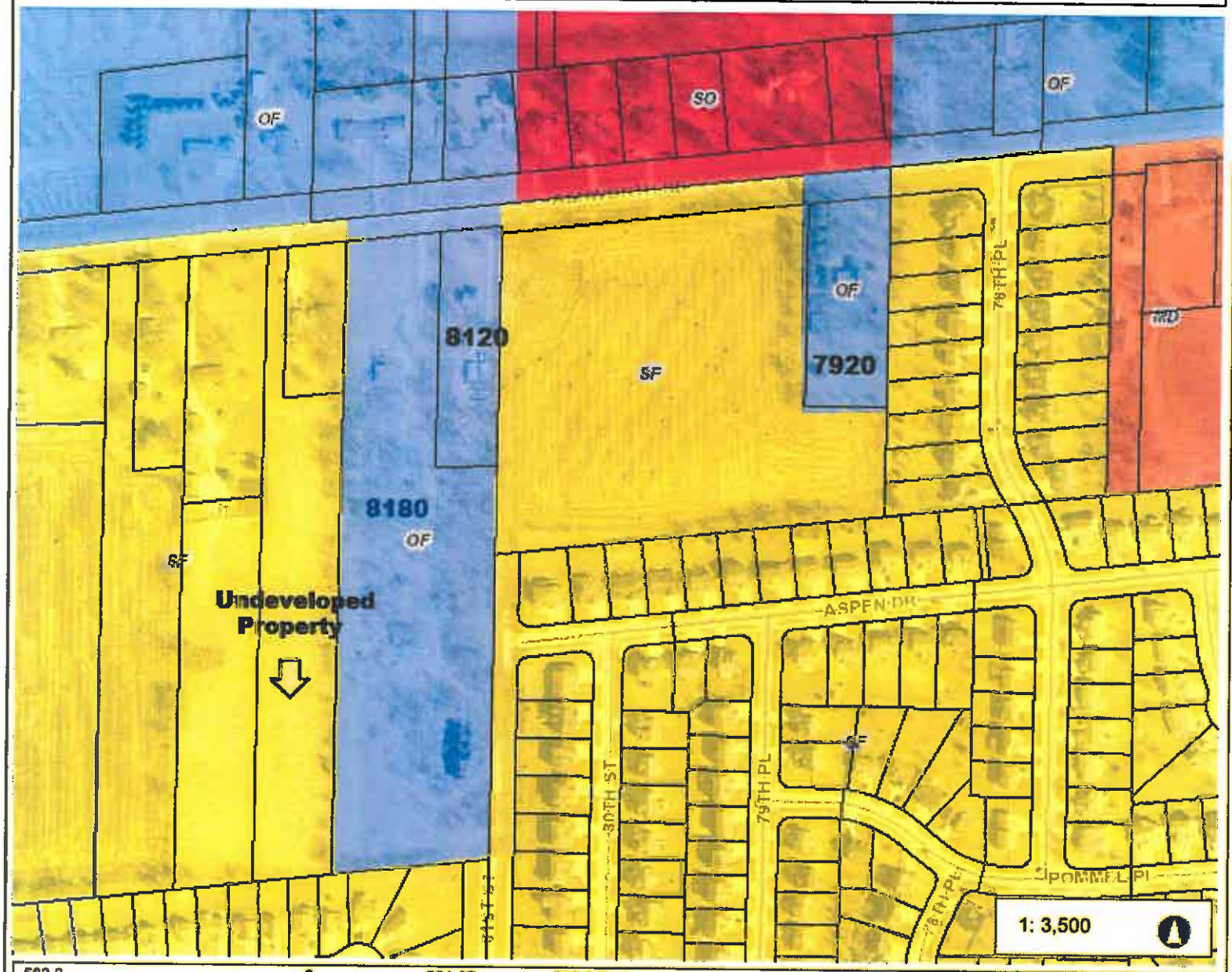
© City of West Des Moines, Iowa

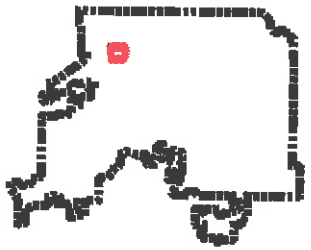
Disclaimer: The City of West Des Moines makes no warranties regarding the accuracy or completeness of the data provided herein.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

ATTACHMENT C

Comprehensive Plan Land Use Map





Legend

- Parcels
- Comprehensive Plan Land Use
  - OS: Open Space
  - PG: Parks & Greenways
  - LD: Low Density Residential
  - SF: Single Family Residential
  - MD: Medium Density Residential
  - HD: High Density Residential
  - MF: Manufactured Homes
  - MU: Mixed Use
  - RC: Regional Commercial
  - TCC: Town Center Commercial
  - CMC: Community Commercial
  - SO: Support Office
  - NC: Neighborhood Commercial
  - SC: Support Commercial
  - HC: Highway Commercial
  - CVC: Convenience Commercial
  - VJ SC: Valley Junction Commercial
  - HBC: Historic Business
  - OF: Office
  - GI: General Industrial
  - LI: Light Industrial
  - BP: Business Park
  - WR: Warehouse/Retail
- Parks
- Greenways

583.3 0 291.67 583.3 Feet

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet

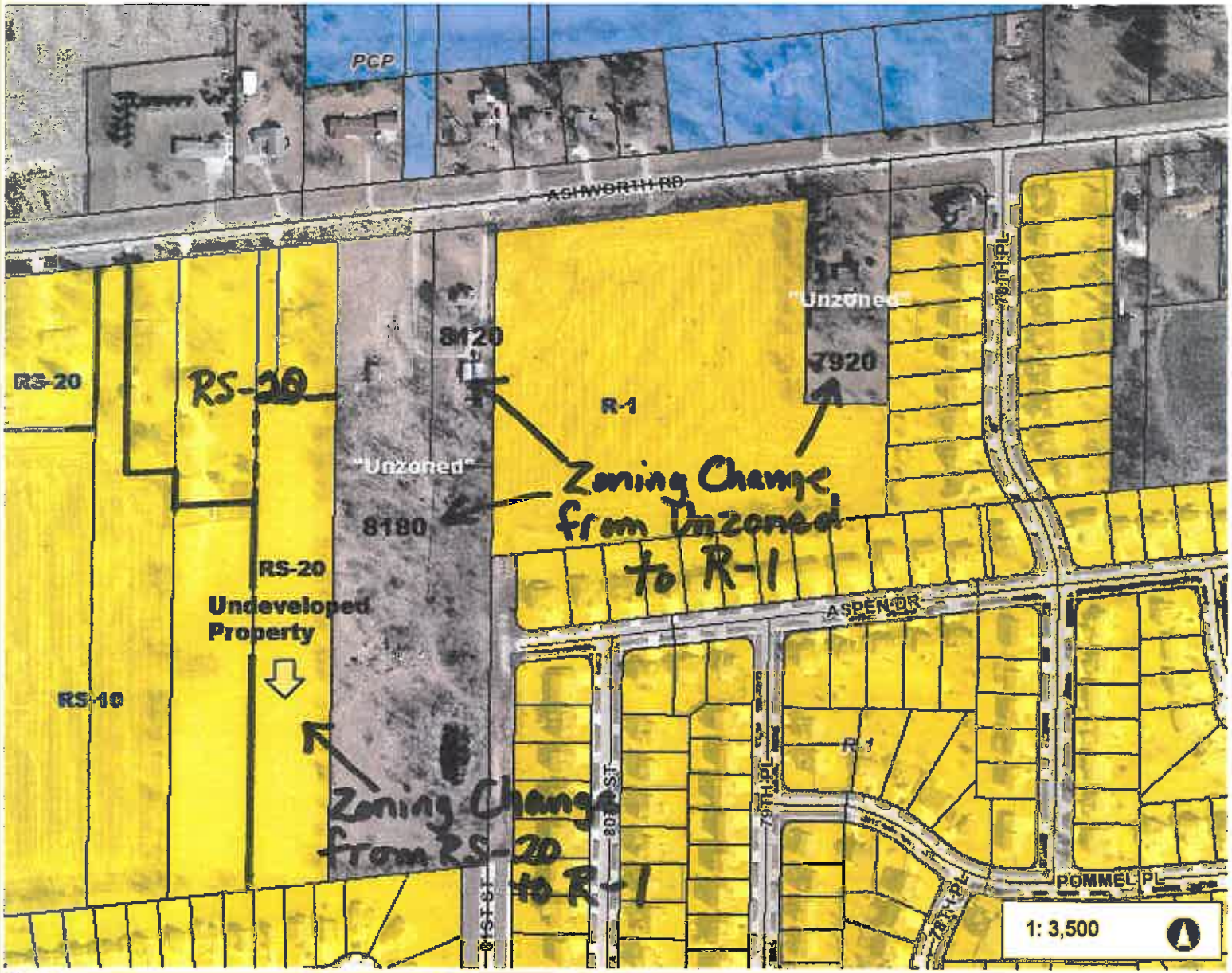
© City of West Des Moines, Iowa

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 D

Current Zoning Map



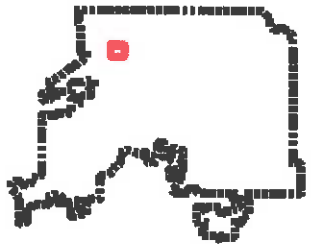
583.3 0 291.67 583.3 Feet

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



Legend

- Parcels
- Zoning Area Labels
- Town Center Overlay District
- Zoning Conditional Zones
- Zoning PUD Boundaries
- Zoning
  - Unzoned
  - Open Space/Agricultural (OS)
  - Residential Estate (RE)
  - Residential Single-Family (RS)
  - Single-Family Residential (R-1)
  - Single-Family - Commerce Resider
  - Single-Family - Valley Junction Res
  - Manufactured Housing (MH)
  - Residential Medium-Density (RM)
  - Residential High-Density (RH)
  - Neighborhood Commercial (NC)
  - Convenience Commercial (CVC)
  - Valley Junction Historic Business (\
  - Valley Junction Commercial (VJC)
  - Community Commercial (CMC)
  - Support Commercial (SC)
  - Regional Commercial (RC)
  - Office (OF)
  - Professional Commerce Park (PCP
  - Warehouse Retail (WR)
  - Business Park (BP)
  - Valley Junction Light Industrial (VJI
  - Light Industrial (LI)
  - General Industrial (GI)
  - PUD - Open Space

ATTACHMENT E

Prepared by B. Portz, Development Services Dept., PO Box 65320 West Des Moines IA 50265-0320 (515) 273-0770
When Recorded, Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265-0320

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES APPROVING THE COMPREHENSIVE PLAN AMENDMENT (CPA-002628-2015) TO AMEND THE COMPREHENSIVE PLAN LAND USE MAP FOR APPROX. 10.7 ACRES OF PROPERTY LOCATED AT 7920, 8120, AND 8180 ASHWORTH ROAD TO CHANGE THE LAND USE DESIGNATION FROM OFFICE (OF) TO SINGLE FAMILY RESIDENTIAL (SF)

WHEREAS, pursuant to the provisions of Title 9, Zoning, Chapter 1 et seq, of the West Des Moines Municipal Code, staff of the Development Services Department, has requested approval for a Comprehensive Plan Amendment (CPA-002628-2015) to amend the Comprehensive Plan Land Use from Office (OF) to Single Family Residential (SF) for property located at 7920, 8120, 8180 Ashworth Road and generally described as follows:

LEGAL DESCRIPTION

PART OF THE WEST ½ OF THE NE ¼ OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF THE NE 1/4 WITH A LINE THAT IS 622 FEET EAST OF AND PARALLEL TO WEST LINE OF THE NE 1/4 (MEASURED NORMAL TO WEST LINE OF SAID NE ¼); THENCE SOUTH PARALLEL TO AND 622 FEET EAST OF THE WEST LINE OF SAID NE ¼, 464 FEET; THENCE EAST AT RIGHT ANGLES TO LAST DESCRIBED LINE, 165 FEET; THENCE NORTH PARALLEL TO WEST LINE OF TRACT HEREIN DESCRIBED 486 FEET MORE OR LESS TO NORTH LINE OF NE ¼; THENCE WESTERLY ALONG NORTH LINE TO POINT OF BEGINNING, EXCEPT PUBLIC HIGHWAY

AND

PARCEL "A" OF THE SURVEY OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼ SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., AS SHOWN IN BOOK 790, PAGE 299, IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA, AND;

ALL THAT PART OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M. LYING WEST OF SAID PARCEL "A" OF THE SURVEY OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., AS SHOWN IN BOOK 790, PAGE 299, IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA

AND

PARCEL 'A' OF THE SURVEY OF THE EAST 322.00 FEET OF THE NE ¼ NW 1/4, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PM., AS SHOWN IN BOOK 790, PAGE 299, IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA, AND;

ALL THAT PART OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M. LYING WEST OF SAID PARCEL 'A' OF THE SURVEY OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., AS SHOWN IN BOOK 790, PAGE 299, IN THE OFFICE OF THE RECORDER OF DALLAS 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 May 26, 2015, the Plan and Zoning Commission did recommend the City Council approve the Comprehensive Plan Amendment (CPA-002628-2015);

WHEREAS, on June 1, 2015, this City Council held a duly-noticed public hearing to consider the application for Comprehensive Plan Amendment (CPA-002628-2015);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

SECTION 1. The findings as stated in the staff report, dated June 1, 2015, or as amended orally at the City Council hearing of June 1, 2015, are adopted.

SECTION 2. The amendment of the Comprehensive Plan Land Use Map as described above is hereby adopted.

PASSED AND ADOPTED on June 1, 2015.

_____
Steven K. Gaer, Mayor

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on June 1, 2015, by the following vote:

ATTEST:

_____
Ryan T. Jacobson
City Clerk

EXHIBIT III

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

ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2014, BY AMENDING TITLE 9: ZONING, CHAPTER 4: ZONING DISTRICTS AND MAP

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

SECTION 1. AMENDMENT: The Zoning Map of the City of West Des Moines, Iowa, is hereby amended by rezoning the portions of the following legally described property and generally located at 7920, 8120, 8180 Ashworth Road, and undeveloped property immediately south of 8220 Ashworth Road, but not including 8220 Ashworth Road from Unzoned to Single Family Residential (R-1) and from Residential Single Family (RS-20) to Single Family Residential (R-1) in Compliance with the adopted City of West Des Moines Comprehensive Land Use Plan.

Legal Description

PART OF THE WEST ½ OF THE NE ¼ OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF THE NE 1/4 WITH A LINE THAT IS 622 FEET EAST OF AND PARALLEL TO WEST LINE OF THE NE 1/4 (MEASURED NORMAL TO WEST LINE OF SAID NE ¼); THENCE SOUTH PARALLEL TO AND 622 FEET EAST OF THE WEST LINE OF SAID NE ¼, 464 FEET; THENCE EAST AT RIGHT ANGLES TO LAST DESCRIBED LINE, 165 FEET; THENCE NORTH PARALLEL TO WEST LINE OF TRACT HEREIN DESCRIBED 486 FEET MORE OR LESS TO NORTH LINE OF NE ¼; THENCE WESTERLY ALONG NORTH LINE TO POINT OF BEGINNING, EXCEPT PUBLIC HIGHWAY

AND

PARCEL "A" OF THE SURVEY OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼ SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., AS SHOWN IN BOOK 790, PAGE 299, IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA, AND;

ALL THAT PART OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M. LYING WEST OF SAID PARCEL "A" OF THE SURVEY OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., AS SHOWN IN BOOK 790, PAGE 299, IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA

AND

PARCEL 'A' OF THE SURVEY OF THE EAST 322.00 FEET OF THE NE ¼ NW 1/4, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH PM., AS SHOWN IN BOOK 790, PAGE 299, IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA, AND;

ALL THAT PART OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼, SECTION 11, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M. LYING WEST OF SAID PARCEL 'A' OF THE SURVEY OF THE EAST 322.00 FEET OF THE NE ¼ NW ¼, SECTION 11,TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., AS SHOWN IN BOOK 790, PAGE 299, IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY,IOWA.

SECTION 2. **SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 3. **VIOLATIONS AND PENALITIES.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in title 1, Chapter 4, Section 1 and Section 2 of the City Code of the City of West Des Moines, Iowa.

SECTION 4. **OTHER REMEDIES.** In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm, or corporation for violation of any section or subsection of this Ordinance.

SECTION 5. **EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Approved and passed by the City Council on the ____ day of _____, 2015

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

I certify that he foregoing was published as Ordinance No. _____ on the ____ day of _____
_____, 2015.

_____
Ryan T. Jacobson
City Clerk

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: June 1, 2015

ITEM: Resolution – Approval of sale and conveyance of property to Aspire Residential, LLC

FINANCIAL IMPACT: Approximately $13,063.50 to the City

BACKGROUND:

In 2004 the City of West Des Moines acquired property for the installation of traffic signals at three separate locations along Stagecoach Drive between South 68th Street and South Jordan Creek Parkway. The Engineering Services Department subsequently determined that a portion of the acquired property was not necessary for location of the traffic signals, and on May 18, 2015 the City Council approved vacation of these parcels as street right-of-way.

The adjacent property owner, Aspire Residential, LLC has offered to purchase the property, which comprises approximately 8,709 square feet. The property was not formally appraised, although comparable properties with a zoning designation of medium density (which is the adjacent land use) are valued at approximately two dollars per square foot. Because each of these parcels is relatively small, are located immediately adjacent to Stagecoach Drive, and were designed for use as drive turnouts, development potential is limited. Therefore, based upon this analysis, it is recommended that the property be sold to Aspire Residential, LLC for the fair market value of $1.50 per foot, or a total acquisition price of $13,063.50.

RECOMMENDATION:

Approve the Resolution approving conveyance of property to Aspire Residential, LLC

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney RJS
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	May 28, 2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Develop & Planning		
Date Reviewed	February 12, 2015		
Recommendation	Yes		

RESOLUTION NO. _____

RESOLUTION OPENING AND CLOSING PUBLIC HEARING AND APPROVING CONVEYANCE OF PROPERTY TO ASPIRE RESIDENTIAL, LLC

WHEREAS, in 2004 the City of West Des Moines acquired property for the installation of traffic signals at three separate locations; and

WHEREAS, subsequent to acquisition of the property it was determined that a portion of the property was not required for installation of the traffic signals; and

WHEREAS, on May 18, 2015 the City Council of the City of West Des Moines vacated as right-of-way those portions of the property not required for installation of the traffic signals and determined the property to be excess; and

WHEREAS, as adjacent property owner, Aspire Residential, LLC has offered to purchase the excess property at the fair market value; and

WHEREAS, notice of the public hearing for disposition of the property legally-described on the attached Exhibit "A" was made on May 28, 2015 in the Des Moines Register; and

WHEREAS, this being the time and place for the public hearing regarding conveyance of the above legally-described property; and

WHEREAS, it is in the best interest of the City of West Des Moines to sell and convey the property to Aspire Residential, LLC for the fair market value approved by the City Council.

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

1. Pursuant to Code of Iowa Section 364.7, publication of notice regarding conveyance of the property legally-described on the attached Exhibit "A" has been properly made.

2. The public hearing regarding conveyance of the above legally-described property is hereby closed.

3. Sale at fair market value and conveyance by Warranty Deed of the legally-described property to Aspire Residential, LLC is hereby approved.

4. The Mayor is authorized to sign the Warranty Deed conveying the property and the City Clerk is directed to attest to his signature.

PASSED AND APPROVED this 1st day of June, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

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

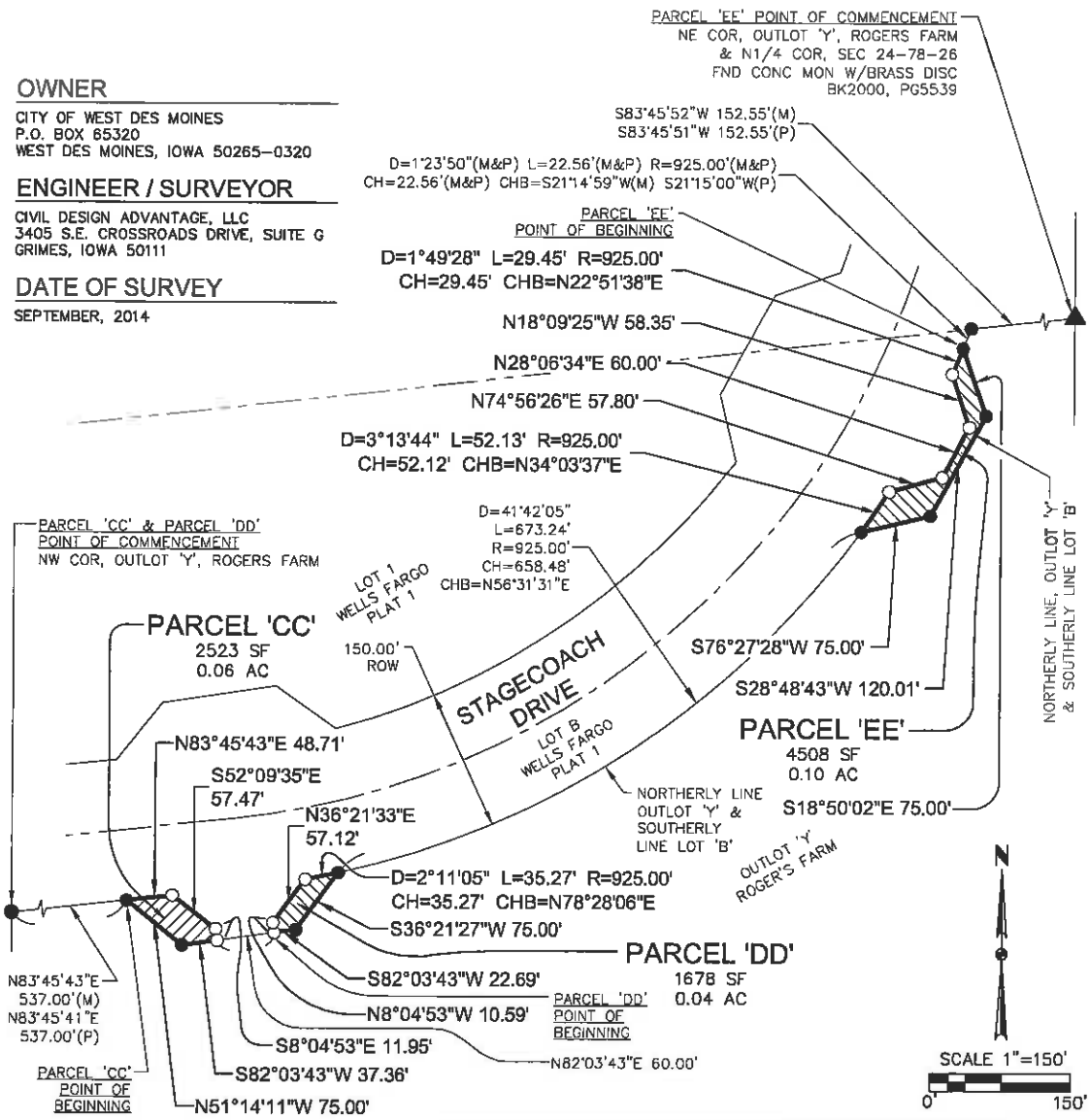
CITY OF WEST DES MOINES
P.O. BOX 65320
WEST DES MOINES, IOWA 50265-0320

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		

LICENSED PROFESSIONAL LAND SURVEYOR
LOUIS M. KELEHAN
18660
IOWA

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.

LOUIS M. KELEHAN PLS DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEET 1 & 2

PRELIMINARY
NOT FOR CONSTRUCTION

FILE: H:\2014\1401034\DWG\1401034-ROW-VACATION-PLAT.DWG
FILE DATE: 3/31/15 DATE PLOTTED: 3/31/2015 4:03 PM
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 'CC' 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 'DD' 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 'EE' 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: 3/31/15 DATE PLOTTED: 3/31/2015 3:59 PM
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

WARRANTY DEED

For the consideration of One Dollar ($1.00) and other good and valuable consideration, the **CITY OF WEST DES MOINES, IOWA,** a municipal corporation organized under the laws of the State of Iowa, ("Grantor"), hereby conveys to **ASPIRE RESIDENTIAL, LLC, an Iowa limited liability company,** ("Grantee"), the following described real estate in Dallas County, Iowa:

As legally-described and shown on the attached Plat of Survey identified as Exhibit "A"

Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated.

Words and phrases herein, including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the content.

Dated this ___ day of _____, 2015.

CITY OF WEST DES MOINES IOWA,
an Iowa municipal corporation

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

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 RYAN T. JACOBSON**, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF WEST DES MOINES, IOWA,** an Iowa municipal corporation; that the record was signed on behalf of the corporation, by authority of its City Council as contained in Resolution __ approved on the 1st day of June, 2015 and that **STEVEN K. GAER and RYAN T. JACOBSON** acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

This deed is exempt from transfer tax pursuant to Iowa Code Section 428A.2(6).

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: June 1, 2015

ITEM: Resolution – Approval of conveyance of property to Maple Grove West, LLC

FINANCIAL IMPACT: None

BACKGROUND:

In 2013 Maple Grove West, LLC, as a condition of approval for the platting of Maple Grove West Plat 3, conveyed property to the City of West Des Moines for use as 98th Street right-of-way. In 2014 Maple Grove West, LLC, as a condition of approval for the platting of Maple Grove West Plat 4 and Plat 5, conveyed additional property to the City of West Des Moines in order to realign 98th Street. In December, 2014 the City Council vacated that portion of 98th Street right-of-way previously dedicated by Maple Grove West, LLC in 2013. This parcel comprises approximately 36,537 square feet, and the parcel conveyed by Maple Grove West, LLC in 2014 for the realignment of 98th Street comprises approximately 38,597 square feet.

Because Maple Grove West, LLC conveyed additional property for the realignment of 98th Street, it is the recommendation that the now-vacated parcel, originally intended to be used for a portion of 98th Street, be re-conveyed to Maple Grove West, LLC at no cost. Because the parcels are similar in size, it does not appear that there will be any material gain to Maple Grove West, LLC from the conveyance.

RECOMMENDATION:

Approve the Resolution approving conveyance of property to Maple Grove West, LLC.

Lead Staff Member: Richard J. Scieszinski, City Attorney RJS

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	May 28, 2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Develop & Planning		
Date Reviewed	November 20, 2014		
Recommendation	Yes		

RESOLUTION NO. _____

RESOLUTION OPENING AND CLOSING PUBLIC HEARING AND APPROVING CONVEYANCE OF PROPERTY IN MAPLE GROVE WEST PLAT 4 AND PLAT 5 TO MAPLE GROVE WEST, LLC

WHEREAS, in 2013, Maple Grove West, LLC, as the developer of Maple Grove West Plat 3, dedicated property to the City of West Des Moines for use as 98th Street right-of-way; and

WHEREAS, in 2014, Maple Grove West, LLC, as the developer of Maple Grove West Plat 4 and Plat 5, dedicated additional property to the City as part of the realignment of 98th Street; and

WHEREAS, on December 15, 2014 the City Council of the City of West Des Moines, in conjunction with the realignment of 98th Street, vacated two parcels of property previously dedicated to the City as right-of-way by Maple Grove West, LLC as legally-described on the attached Exhibit "A"; and

WHEREAS, it is appropriate that the property legally-described on Exhibit "A" which was previously dedicated by Maple Grove West LLC to the City for right-of-way be re-conveyed to Maple Grove West, LLC; and

WHEREAS, notice of the public hearing regarding conveyance of the above legally-described property was made on May 28, 2015 in the Des Moines Register; and

WHEREAS, this being the time and place for the public hearing regarding conveyance of the above legally-described property; and

WHEREAS, it is in the best interest of the City of West Des Moines to convey the property to Maple Grove West, LLC.

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

1. Pursuant to Code of Iowa Section 364.7, publication of notice regarding conveyance of the property legally-described on the attached Exhibit "A" has been properly made.

2. The public hearing regarding conveyance of the above legally-described property is hereby closed.

3. Conveyance of the legally-described property to Maple Grove West, LLC is hereby approved. Conveyance shall be by Quitclaim Deed, subject to reservation by the City of West Des Moines for public utility easements, if any.

4. The Mayor is authorized to sign a Quitclaim Deed conveying the property and the City Clerk is directed to attest to his signature.

PASSED AND APPROVED this 1st day of June, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

Prepared by/Return to: R.J. Scieszinski, P.O. Box 65320, West Des Moines IA 50265-0320; 515-222-3614
Address Tax Statements: Maple Grove West, LLC, 1444 NW 124th Court, Clive, IA 50325 515-369-2502

SPACE ABOVE THIS LINE
FOR RECORDER

QUITCLAIM DEED

For the consideration of One Dollar and other valuable consideration, **City Of West Des Moines**, a municipal corporation organized under the laws of the State of Iowa ("Grantor") does hereby quitclaim to **Maple Grove West, LLC,** an Iowa limited liability company ("Grantee") all its right, title, interest, estate, claim and demand in the following described real estate in Dallas County, Iowa:

As shown on the attached vacation plats identified as Exhibit "A" subject to any easements of record.

Dated this ___ day of June, 2015

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of June, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me known to be the Mayor and City Clerk, respectively, of the City of West Des Moines, Iowa; that this record was signed on behalf of the City, by authority of its City Council as contained in Resolution No. _____ approved on the 1st day of June, 2015 by the City Council of the City of West Des Moines, Iowa, and that the Mayor and City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

_____
Notary Public

This deed is exempt from transfer tax pursuant to Iowa Code Section 428A.2(6).

RETURN TO: CIVIL DESIGN ADVANTAGE, 3405 SE CROSSROADS DRIVE, SUITE G, GRIMES, IA. 50111, PH: 369-4400 FAX: 369-4410

EXHIBIT 'A' - VACATION PLAT

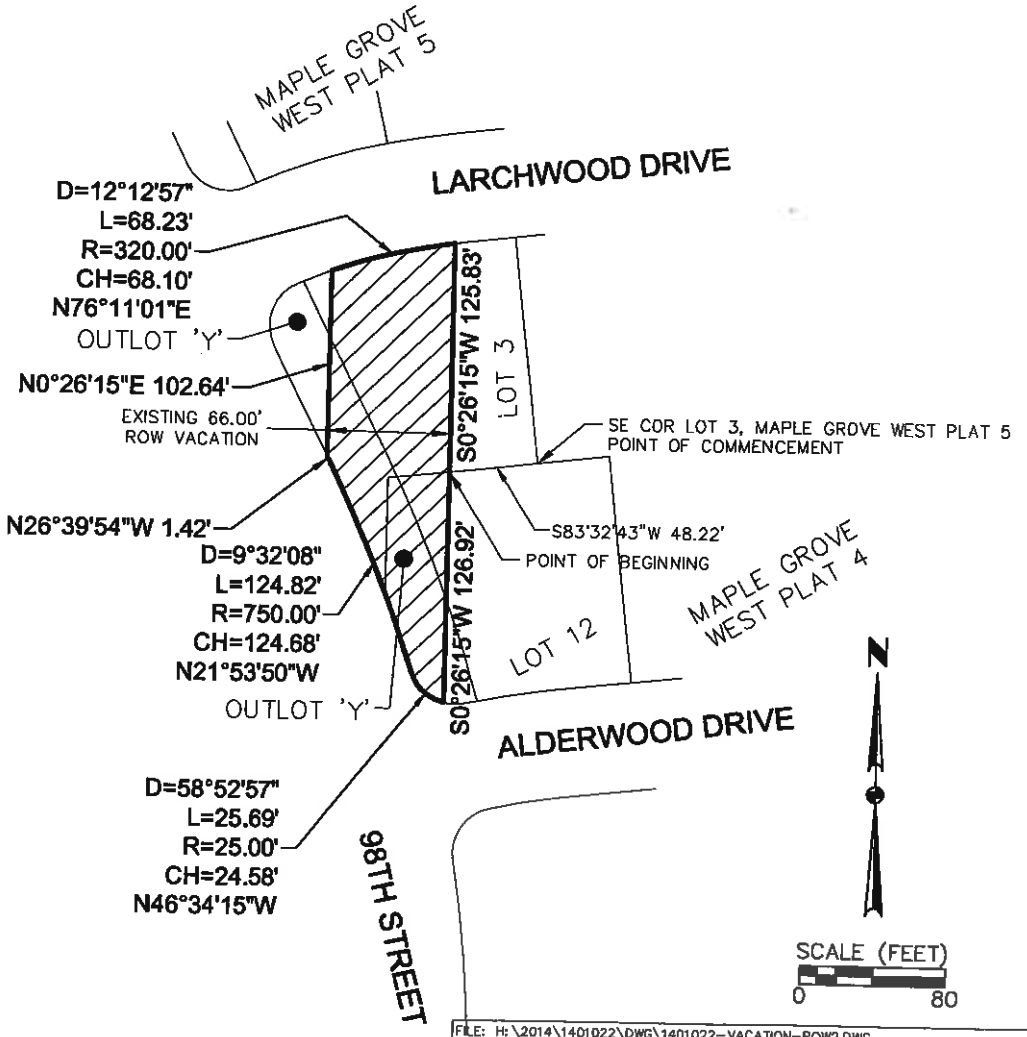
OWNER

CITY OF WEST DES MOINES
PO BOX 65320,
WEST DES MOINES, IOWA 50265-0320

RIGHT OF WAY VACATION DESCRIPTION

A PART OF OUTLOT 'Y' AND LOT 12, MAPLE GROVE WEST PLAT 4, AN OFFICIAL PLAT AND A PART OF OUTLOT 'Y' AND LOT 3, MAPLE GROVE WEST PLAT 5, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, MAPLE GROVE WEST PLAT 5; THENCE SOUTH 83°32'43" WEST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 48.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°26'15" WEST, 126.92 FEET TO THE WESTERLY LINE OF SAID OUTLOT 'Y', MAPLE GROVE WEST PLAT 4; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 25.69 FEET AND WHOSE CHORD BEARS NORTH 46°34'15" WEST, 24.58 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 750.00 FEET, WHOSE ARC LENGTH IS 124.82 FEET AND WHOSE CHORD BEARS NORTH 21°53'50" WEST, 124.68 FEET; THENCE NORTH 26°39'54" WEST, 1.42 FEET; THENCE NORTH 00°26'15" EAST, 102.64 FEET TO THE NORTH LINE OF SAID LOT 3, MAPLE GROVE WEST PLAT 5; THENCE NORTHEASTERLY ALONG SAID NORTH LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 320.00 FEET, WHOSE ARC LENGTH IS 68.23 FEET AND WHOSE CHORD BEARS NORTH 76°11'01" EAST, 68.10 FEET; THENCE SOUTH 00°26'15" WEST, 125.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 12,286 SQUARE FEET.



FILE: H:\2014\1401022\DWG\1401022-VACATION-ROW2.DWG
FILE DATE: 11/19/14 DATE PLOTTED: 11/19/2014 1:50 PM
PLOTTED BY: MIKE LEE

1/1
1401.022

PT LOT 12 & OUTLOT 'Y', MAPLE GROVE WEST PLAT 4
AND
PT LOT 3 & OUTLOT 'Y', MAPLE GROVE WEST PLAT 5
VACATION 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 'A' - VACATION PLAT

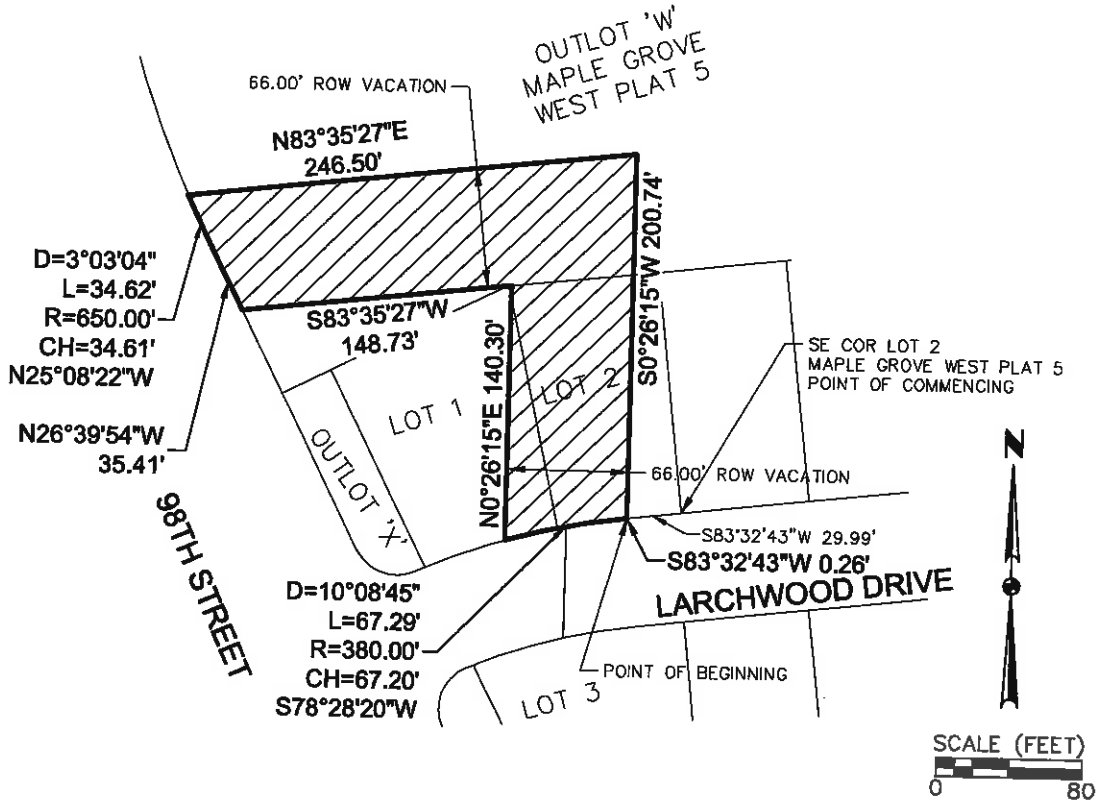
OWNER

CITY OF WEST DES MOINES
PO BOX 65320,
WEST DES MOINES, IOWA 50265-0320

RIGHT OF WAY VACATION DESCRIPTION:

A PART OF OUTLOT 'W' MAPLE GROVE WEST PLAT 5, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, MAPLE GROVE WEST PLAT 5; THENCE SOUTH 83°32'43" WEST, 29.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 380.00 FEET, WHOSE ARC LENGTH IS 67.55 FEET AND WHOSE CHORD BEARS SOUTH 78°29'30" WEST, 67.46 FEET; THENCE NORTH 00°26'15" EAST, 140.30 FEET; THENCE SOUTH 83°35'27" WEST, 148.73 FEET ALONG THE NORTH LINE OF SAID STREET LOT 'B'; THENCE NORTH 26°39'54" WEST, 35.18 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 658.91 FEET, WHOSE ARC LENGTH IS 34.85 FEET AND WHOSE CHORD BEARS NORTH 25°08'59" WEST, 34.85 FEET; THENCE NORTH 83°35'27" EAST, 246.50 FEET; THENCE SOUTH 00°26'15" WEST, 200.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 24,251 SQUARE FEET.



FILE: H:\2014\1401022\DWG\1401022-VACATION-ROW1.DWG
FILE DATE: 11/19/14 DATE PLOTTED: 11/19/2014 1:21 PM
PLOTTED BY: MIKE LEE

1/1
1401.022

PT OUTLOT 'W', LOTS 1&2, MAPLE GROVE WEST PLAT 5
VACATION 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: June 1, 2015

ITEM:

Resolution - Opening and Closing Public Hearing Regarding the Final Design and Site Selection Approval of the Acquisition of Property, Including Agricultural Property
Grand Prairie Parkway Improvement Projects

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

Pursuant to state law, a municipality is required to provide notice and hold a public hearing to receive public input regarding the final design and site selection of a public improvement project when the acquisition of agricultural property for the project is necessary. The public hearing is necessary to make the final selection for the site of the project and to authorize the acquisition of property, including agricultural property, for the project.

The attached Resolution opens and closes the public hearing; approves the design and location of the project; approves the acquisition of property, including agricultural property necessary for the project, at the fair market value to be established by compensation estimate and/or appraisal; approves hiring of appraiser; and approves initiation and completion of condemnation proceedings, if necessary.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Opening and Closing Public Hearing Regarding the Final Design and Site Selection and Approval of the Acquisition of Property, Including Agricultural Property

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 J. Scieszinski, City Attorney RJS
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	May 22, 2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	May 26, 2015		
Recommendation	Yes	No	Split

RESOLUTION OPENING AND CLOSING PUBLIC HEARING REGARDING THE FINAL DESIGN AND SITE SELECTION AND APPROVAL OF THE ACQUISITION OF PROPERTY, INCLUDING AGRICULTURAL PROPERTY, FOR THE CONSTRUCTION OF THE GRAND PRAIRIE PARKWAY IMPROVEMENT PROJECTS

Grand Prairie Parkway Interchange
PROJECT NO. 0510-031-2007
South Grand Prairie Parkway Improvements from Mills Civic Parkway to Wendover Road
PROJECT NO. 0510-016-2008

WHEREAS, the City of West Des Moines has previously approved funding for the construction of the Grand Prairie Parkway Improvement Projects, Project Number 0510-031-2007 and 0510-016-2008 (hereinafter "Project"); and

WHEREAS, the proposed project site 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 Code of Iowa Section 6B.2D requires a municipality to allow individuals with an interest in property that may be acquired for the Project to voice objection to the Project; and

WHEREAS, pursuant to state code the City has provided written and published notice regarding the public hearing to each owner and contract purchaser of agricultural property, and has provided written notice to each known owner, contract purchaser and tenant of property that may be acquired for the Project; and

WHEREAS, pursuant to Code of Iowa Section 6B.2A, published notice of the public hearing was made on May 22, 2015, a copy of which is on file in the Office of the City Clerk; and

WHEREAS, the City Council has received public input regarding the general nature of the Project, including objections to the Project, has determined the source of funding for the Project, has reviewed the site-specific design and location of the Project and has determined that the acquisition of property, including the acquisition of agricultural property through voluntary purchase or condemnation is for a public purpose and necessary for completion of the Project; and

WHEREAS, upon consideration of the information received by the City Council, including public input regarding the Project, the City Council has determined that it is in the best interest of the City of West Des Moines to proceed with the construction of the Grand Prairie Parkway Improvement Projects.

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

1. Pursuant to Code of Iowa Section 6B.2A, written and published notice of the public hearing has been properly made to each owner and contract purchaser of agricultural property which may be needed for construction of the Grand Prairie Parkway Improvement Projects.

2. Pursuant to Code of Iowa Section 6B.2D, written notice of the public hearing has been properly made to each known property owner, contract purchaser and tenant of property that may be acquired for the Project in order for these owners, purchasers and tenants to voice objections to the Project.

3. Input from individuals with an interest in property to be acquired for the Project, including the owners and contract purchasers of agricultural property, have been received and considered.

4. The public hearing on this matter is closed.

5. The design and location of the Grand Prairie Parkway Improvement Projects, which shall be funded with funds identified by the City of West Des Moines at the hearing, has been reviewed and is acceptable and appropriate.

6. 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, the locations and descriptions of which are shown on the attached Exhibit "A".

7. Pursuant to the property acquisition policy of the City of West Des Moines, acquisition of all property and easements necessary for the construction of the Project is hereby approved.

8. City staff is authorized to acquire M.A.I. appraisals or formulate compensation estimates establishing the fair market value of the property necessary for the Project.

9. City staff is further authorized to acquire the property and easements through voluntary acquisition or gift based upon the fair market value of each property as determined by the M.A.I. appraisal or compensation estimates, which upon the appraisals/estimates completion are hereby approved (copies of which shall be on file in the Office of the City Clerk).

10. Upon the inability of the City to acquire the property voluntarily or by gift, condemnation of such property is hereby approved. The City Legal Department is authorized to initiate and complete condemnation proceedings.

11. Acquisition of property related to the Project shall be done in accordance with all local, state and federal laws and regulations.

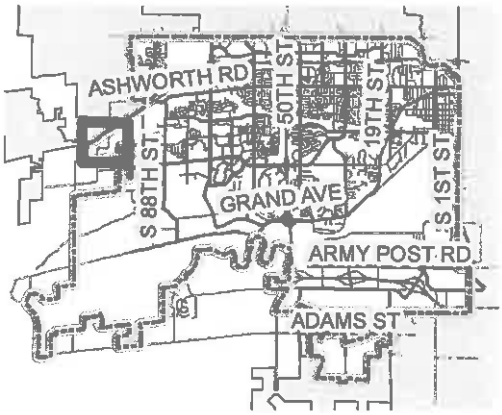
PASSED AND ADOPTED this 1st day of June, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

VICINITY MAP



N

LEGEND

PROJECT LOCATION ———

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: **GRAND PRAIRIE PARKWAY INTERCHANGE**

Project No. 0510-031-2007

LOCATION: **WENDOVER ROAD TO INTERSTATE 80**

DRAWN BY: BJM	DATE: 4/14/2015	SHT. 1 OF 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM:

DATE: June 1, 2015

Public Hearing (5:35 p.m.)
Grand Avenue Street Improvements Project 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 was estimated to be $7,795,400.00 for the Grand Avenue Street Improvements Project Phase 5. There were two (2) bids submitted with the low bid of $7,485,604.84 being submitted by Corell Contractor, Inc. & Subsidiaries. Payments will be made from budgeted account no. 4047.75.820.6.7910 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 last in a series of six projects to reconstruct Grand Avenue from Railroad Avenue to I-35. Work will begin in the near future and the contactor will have 160 working days to complete the project. Staff anticipates the work will be substantially completed by spring 2016 with the exception of miscellaneous items such as seeding and erosion control. Two lanes of Grand Avenue will be temporarily reopened through the winter.

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 Contractor, Inc. and Subsidiaries 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	May 15, 2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	May 26, 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 5
Raccoon River Regional Park to South 35th Street
Project No. 0510-019-2013

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 1st day of **June, 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 5
Raccoon River Regional Park to South 35th Street
Project No. 0510-019-2013

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 Contractor, Inc. and Subsidiaries in the amount of $7,485,604.84 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 5, is hereby, subject to concurrence by the Iowa Department of Transportation, awarded to Corell Contractor, Inc. and Subsidiaries in the amount of $7,485,604.84 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 1st day of June, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

IOWA DEPARTMENT OF TRANSPORTATION
VENDOR RANKING

Run Date: 05/19/15
Page: 107 1

Bid Order: 107
Letting Date: 150519 10:00 A.M.
Contract Period: 160 WORK DAYS

Contract ID: 77-8260-634
Late Start Date: 06/22/15

Primary County: POLK
Established DBE Goal: 4.00 %

Project: STP-U-8260(634)--70-77
Work Type: PCC PAVEMENT - GRADE & REPLACE
County: POLK
Route: GRAND AVE
Location: IN THE CITY OF WEST DES MOINES, GRAND AVE - PHASE 5: FROM RA CCOON RIVER PARK TO SOUTH 35TH STREET

RANK	VENDOR NO./NAME		TOTAL BID	% OVER LOW BID
1	CO761	CORELL CONTRACTOR, INC. & SUBSIDIARY	$ 7,485,604.84	100.00 %
2	CO415	CONCRETE TECHNOLOGIES, INC.	$ 7,659,621.07	102.32 %

CONFIDENTIAL

Bid Tabs must be destroyed if project is NOT awarded.

IOWA DEPARTMENT OF TRANSPORTATION

TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Bid Order: 107
Letting Date: 05/19/15 10:00 A.M.

Contract ID: 77-8260-634

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	( ) UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY ITEMS								
0010 2101-0850001 CLEARING AND GRUBBING	2.700	ACRE	9100.00000	24570.00	9190.00000	24813.00		
0020 2102-2625001 EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	125100.000	CY	17.00000	2126700.00	17.25000	2157975.00		
0030 2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORRO	34217.000	CY	5.00000	171085.00	5.05000	172795.85		
0040 2102-4560000 LOCATING TILE LINES	5.000	STA	250.00000	1250.00	252.50000	1262.50		
0050 2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	13465.000	CY	13.75000	185143.75	14.00000	188510.00		
0060 2107-0875000 COMPACTION WITH MOISTURE AND DENSITY CONTROL	151420.000	CY	1.25000	189275.00	1.25000	189275.00		
0070 2109-8225100 SPECIAL COMPACTION OF SUBGRADE	101.000	STA	1320.00000	133320.00	1335.00000	134835.00		
0080 2113-0001100 SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	3750.000	SY	2.85000	10687.50	2.90000	10875.00		
0090 2115-0100000 MODIFIED SUBBASE	1250.000	CY	40.00000	50000.00	40.50000	50625.00		
0100 2121-7425010 GRANULAR SHOULDERS, TYPE A	827.000	TON	31.00000	25637.00	31.25000	25843.75		
0110 2123-7450020 SHOULDER FINISHING, EARTH	114.410	STA	350.00000	40043.50	353.50000	40443.94		
0120 2301-1033080 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	3404.000	SY	56.90000	193687.60	55.50000	188922.00		
0130 2301-1033090 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	29736.000	SY	59.95000	1782673.20	58.50000	1739556.00		
0140 2301-6911722 PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES		LUMP	4000.00000	4000.00	4000.00000	4000.00		
0150 2301-7000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	29800.000	EACH	1.00000	29800.00	1.00000	29800.00		

CONFIDENTIAL

Bid Tabs must be destroyed if project is NOT awarded.

IOWA DEPARTMENT OF TRANSPORTATION

TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Bid Order: 107
Letting Date: 05/19/15 10:00 A.M.

Contract ID: 77-8260-634

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	( ) UNIT PRICE	AMOUNT
0160 2316-0000110 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	24900.000	EACH	1.00000	24900.00	1.00000	24900.00		
0170 2401-6745650 REMOVAL OF EXISTING STRUCTURES		LUMP	29000.00000	29000.00	29290.00000	29290.00		
0180 2416-0100015 APRONS, CONCRETE, 15 IN. DIA.	6.000	EACH	2475.00000	14850.00	2500.00000	15000.00		
0190 2416-0100024 APRONS, CONCRETE, 24 IN. DIA.	2.000	EACH	2830.00000	5660.00	2860.00000	5720.00		
0200 2416-0100054 APRONS, CONCRETE, 54 IN. DIA.	1.000	EACH	6900.00000	6900.00	6970.00000	6970.00		
0210 2435-0140148 MANHOLE, STORM SEWER, SW-401, 48 IN.	1.000	EACH	3595.00000	3595.00	3630.00000	3630.00		
0220 2435-0140160 MANHOLE, STORM SEWER, SW-401, 60 IN.	1.000	EACH	5315.00000	5315.00	5370.00000	5370.00		
0230 2435-0250100 INTAKE, SW-501	2.000	EACH	2800.00000	5600.00	2830.00000	5660.00		
0240 2435-0250300 INTAKE, SW-503	2.000	EACH	4475.00000	8950.00	4520.00000	9040.00		
0250 2435-0250500 INTAKE, SW-505	15.000	EACH	4050.00000	60750.00	4090.00000	61350.00		
0260 2435-0250600 INTAKE, SW-506	6.000	EACH	6200.00000	37200.00	6265.00000	37590.00		
0270 2435-0250610 INTAKE, SW-506 MODIFIED	1.000	EACH	10900.00000	10900.00	11010.00000	11010.00		
0280 2435-0251224 INTAKE, SW-512, 24 IN.	2.000	EACH	2300.00000	4600.00	2325.00000	4650.00		
0290 2435-0600020 MANHOLE ADJUSTMENT, MAJOR	20.000	EACH	9000.00000	180000.00	9090.00000	181800.00		
0300 2502-8212026 SUBDRAIN, LONGITUDINAL, (BACKSLOPE) 6 IN. DIA.	7599.000	LF	15.25000	115884.75	15.50000	117784.50		
0310 2502-8220193 SUBDRAIN OUTLET (RF-19C)	35.000	EACH	320.00000	11200.00	323.25000	11313.75		
0320 2502-8221006 SUBDRAIN RISER, 6 IN., AS PER PLAN	28.000	EACH	415.00000	11620.00	420.00000	11760.00		
0330 2503-0114224 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	754.000	LF	88.00000	66352.00	88.90000	67030.60		

CONFIDENTIAL

Bid Tabs must be destroyed if project is NOT awarded.

IOWA DEPARTMENT OF TRANSPORTATION

TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Bid Order: 107
Letting Date: 05/19/15 10:00 A.M.

Contract ID: 77-8260-634

Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		(1) C0761 CORELL CONTRACTOR, INC UNIT PRICE	AMOUNT	(2) C0415 CONCRETE TECHNOLOGIES, INC. UNIT PRICE	AMOUNT	( ) UNIT PRICE	AMOUNT
0340 2503-0114254 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 54 IN.	146.000	LF	280.00000	40880.00	283.00000	41318.00		
0350 2503-0114272 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 72 IN.	127.000	LF	400.00000	50800.00	404.00000	51308.00		
0360 2503-0114615 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 3750D (CLASS V), 15 IN.	1897.000	LF	73.75000	139903.75	74.50000	141326.50		
0370 2507-3250005 ENGINEERING FABRIC	602.000	SY	3.00000	1806.00	3.05000	1836.10		
0380 2507-6800061 REVETMENT, CLASS E	312.000	TON	75.00000	23400.00	75.75000	23634.00		
0390 2507-8029000 EROSION STONE	210.000	TON	58.00000	12180.00	58.60000	12306.00		
0400 2510-6745850 REMOVAL OF PAVEMENT	17540.000	SY	7.05000	123657.00	7.15000	125411.00		
0410 2511-7526106 SIDEWALK, REINFORCED P.C. CONCRETE, 6 IN.	5372.000	SY	38.75000	208165.00	37.40000	200912.80		
0420 2511-7528101 DETECTABLE WARNINGS	200.000	SF	42.00000	8400.00	41.40000	8280.00		
0430 2518-6910000 SAFETY CLOSURE	4.000	EACH	185.00000	740.00	180.00000	720.00		
0440 2526-8285000 CONSTRUCTION SURVEY		LUMP	90000.00000	90000.00	35855.00000	35855.00		
0450 2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	145.850	STA	40.00000	5834.00	38.50000	5615.23		
0460 2527-9263117 PAINTED PAVEMENT MARKINGS, DURABLE	173.650	STA	52.00000	9029.80	50.75000	8812.74		
0470 2527-9263131 WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	29.460	STA	162.00000	4772.52	157.00000	4625.22		
0480 2527-9263143 PAINTED SYMBOLS AND LEGENDS, DURABLE	19.000	EACH	236.00000	4484.00	227.00000	4313.00		
0490 2527-9263180 PAVEMENT MARKINGS REMOVED	152.250	STA	30.00000	4567.50	29.30000	4460.93		

CONFIDENTIAL

Bid Tabs must be destroyed if project is NOT awarded.

IOWA DEPARTMENT OF TRANSPORTATION

TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Bid Order: 107
Letting Date: 05/19/15 10:00 A.M.

Contract ID: 77-8260-634

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	( ) UNIT PRICE	AMOUNT
0500 2527-9263190 SYMBOLS AND LEGENDS REMOVED	2.000	EACH	95.00000	190.00	90.90000	181.80		
0510 2527-9270111 GROOVES CUT FOR PAVEMENT MARKINGS	160.880	STA	29.00000	4665.52	27.80000	4472.46		
0520 2527-9270120 GROOVES CUT FOR SYMBOLS AND LEGENDS	19.000	EACH	126.00000	2394.00	121.25000	2303.75		
0530 2528-8445110 TRAFFIC CONTROL		LUMP	8925.00000	8925.00	10500.00000	10500.00		
0540 2528-8445113 FLAGGERS	40.000	EACH	345.00000	13800.00	345.00000	13800.00		
0550 2533-4980005 MOBILIZATION		LUMP	466717.00000	466717.00	575000.00000	575000.00		
0560 2554-0114008 WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	152.000	LF	97.00000	14744.00	98.00000	14896.00		
0570 2554-0114012 WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	39.000	LF	360.00000	14040.00	363.50000	14176.50		
0580 2554-0114016 WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 16 IN.	617.000	LF	67.00000	41339.00	67.75000	41801.75		
0590 2554-0203000 FITTINGS BY WEIGHT, DUCTILE IRON	2938.000	LB	7.25000	21300.50	7.35000	21594.30		
0600 2554-0207008 VALVE, GATE, DIP, 8 IN.	1.000	EACH	1600.00000	1600.00	1615.00000	1615.00		
0610 2554-0207012 VALVE, GATE, DIP, 12 IN.	2.000	EACH	2600.00000	5200.00	2625.00000	5250.00		
0620 2554-0210201 FIRE HYDRANT ASSEMBLY, WM-201	2.000	EACH	5200.00000	10400.00	5250.00000	10500.00		
0630 2595-0005135 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR IOWA INTERSTATE RAILROAD LTD.		LUMP	2500.00000	2500.00	9700.00000	9700.00		
0640 2595-0005150 RAILROAD PROTECTIVE LIABILITY INSURANCE FOR UNION PACIFIC RAILROAD CO.		LUMP	5000.00000	5000.00	9700.00000	9700.00		
0650 2599-9999005 ('EACH' ITEM) ADJUSTMENT OF SAN.SEWER VALVE/CLEAN OUT	3.000	EACH	550.00000	1650.00	555.00000	1665.00		
0660 2599-9999005 ('EACH' ITEM) GATE, OUTLET CNTRL, FLAP, DIP, 20 IN.	1.000	EACH	7500.00000	7500.00	7575.00000	7575.00		

CONFIDENTIAL
Bid Tabs must be destroyed if project is NOT awarded.

Bid Order: 107
Letting Date: 05/19/15 10:00 A.M.

Contract ID: 77-8260-634

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	( ) UNIT PRICE	AMOUNT
0670 2599-9999005 ('EACH' ITEM) VALVE, GATE, DIP, 16 IN.	1.000	EACH	7300.00000	7300.00	7375.00000	7375.00		
0680 2599-9999009 ('LINEAR FEET' ITEM) PRESSURE STORM SEWER, DIP, 20 IN.	175.000	LF	202.00000	35350.00	204.00000	35700.00		
0690 2599-9999010 ('LUMP SUM' ITEM) CULVERT HDWLL W/ FLAP GATE, RCP, 54 IN.		LUMP	32300.00000	32300.00	31050.00000	31050.00		
0700 2601-2634150 MULCHING, WOOD CELLULOSE FIBER	24.200	ACRE	1800.00000	43560.00	1735.00000	41987.00		
0710 2601-2636044 SEEDING AND FERTILIZING (URBAN)	12.100	ACRE	915.00000	11071.50	880.00000	10648.00		
0720 2601-2642120 STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	12.100	ACRE	915.00000	11071.50	880.00000	10648.00		
0730 2602-0000020 SILT FENCE	13386.000	LF	1.60000	21417.60	1.50000	20079.00		
0740 2602-0000030 SILT FENCE FOR DITCH CHECKS	1395.000	LF	1.60000	2232.00	1.50000	2092.50		
0750 2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	11639.000	LF	0.20000	2327.80	0.20000	2327.80		
0760 2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	1164.000	LF	0.20000	232.80	0.20000	232.80		
0770 2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	12440.000	LF	2.25000	27990.00	2.15000	26746.00		
0780 2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	12440.000	LF	0.20000	2488.00	0.20000	2488.00		
0790 2602-0010010 MOBILIZATIONS, EROSION CONTROL	3.000	EACH	500.00000	1500.00	500.00000	1500.00		
0800 2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTRO	1.000	EACH	1000.00000	1000.00	1000.00000	1000.00		
SECTION TOTALS			$	7,121,575.09	$	7,178,741.07	$	
SECTION 0002 ITEMS FOR A TWIN 12' X 8' X 110'-3 REINFORCED BOX CULVERT								
0810 2402-0425040 FLOODED BACKFILL	635.000	CY	21.00000	13335.00	28.30000	17970.50		

CONFIDENTIAL

Bid Tabs must be destroyed if project is NOT awarded.

IOWA DEPARTMENT OF TRANSPORTATION

TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Bid Order: 107
Letting Date: 05/19/15 10:00 A.M.

Contract ID: 77-8260-634

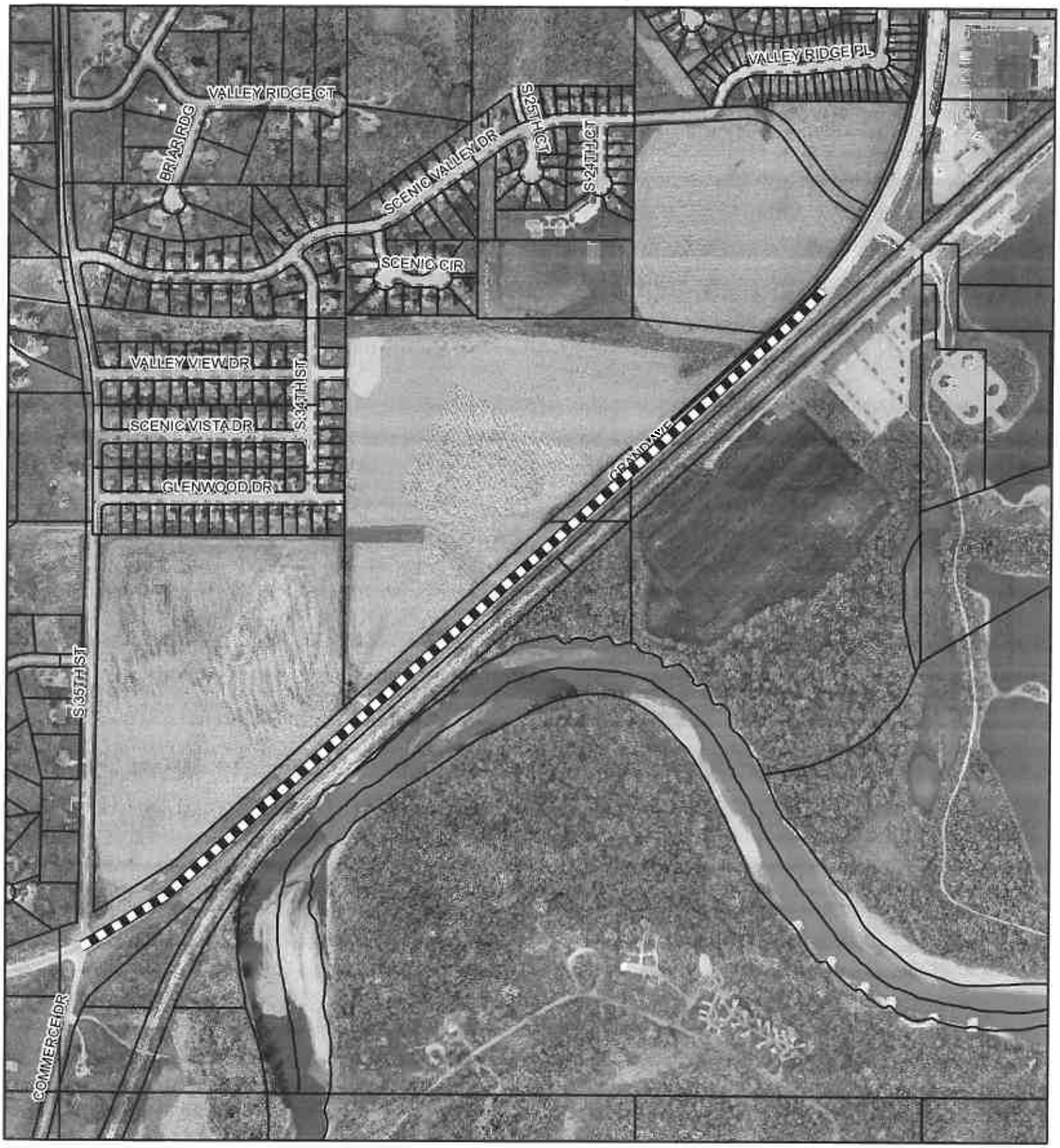
Primary County: POLK

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		(1) CO761 CORELL CONTRACTOR, INC UNIT PRICE	AMOUNT	(2) CO415 CONCRETE TECHNOLOGIES, INC. UNIT PRICE	AMOUNT	( ) UNIT PRICE	AMOUNT
0820 2402-2720000 EXCAVATION, CLASS 20	1412.000	CY	15.75000	22239.00	14.15000	19979.80		
0830 2403-0100020 STRUCTURAL CONCRETE (RCB CULVERT)	402.500	CY	473.00000	190382.50	630.00000	253575.00		
0840 2404-7775000 REINFORCING STEEL	63847.000	LB	0.95000	60654.65	1.80000	114924.60		
0850 2519-1001000 FENCE, CHAIN LINK, VINYL COATED	155.400	LF	59.00000	9168.60	56.50000	8780.10		
0860 2599-9999010 ('LUMP SUM' ITEM) STOP LOGS		LUMP	68250.00000	68250.00	65650.00000	65650.00		
SECTION TOTALS			$	364,029.75	$	480,880.00	$	
CONTRACT TOTALS			$	7,485,604.84	$	7,659,621.07	$	

CONFIDENTIAL

Bid Tabs must be destroyed if project is NOT awarded.

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

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

6(h)

ITEM: **DATE: June 1, 2015**

Public Hearing (5:35 p.m.)
Alluvion Yellow Fiber Route

FINANCIAL IMPACT:

The Engineering Estimate of Construction Costs was estimated to be $1,437,902.00 for the Alluvion yellow Fiber Route Project. There were eight (8) bids submitted with the low bid of $818,702.50 being submitted by Communication Technologies, LLC, 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 Yellow Fiber Route 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 Communication Technologies, LLC.

This project is the third of three Alluvion related conduit projects. Work on this project will begin in the near future and be completed by October 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 Communication Technologies, LLC.

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 JBW
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	May 22, 2015

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	May 26, 2015		
Recommendation	Yes	No	Split

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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 May 18, 2015, Plans Specifications, Form of Contract, and Estimate of Costs were filed with the City Clerk for the following described public improvement:

Alluvion Yellow Fiber Route
Project No. 0510-075-2014

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 **1th** day of **June, 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 Yellow Fiber Route
Project No. 0510-075-2014

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 Communication Technologies, LLC, in the amount of $818,702.50 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 Yellow Fiber Route Project is hereby awarded to Communications Technologies, LLC, in the amount of $818,702.50 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 1th day of June, 2015.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

West Des Moines Fiber Interconnect
Amended Bid Tabulation - Yellow Route
West Des Moines, Iowa
May 28, 2015

ITEM NO.	ITEM DESCRIPTION	UNIT	Engineer's Estimate			Communication Technologies			Lan-Tel Communications			TD&I Cable		
			TOTAL QUANTITY	UNIT COST	TOTAL COST	TOTAL QUANTITY	UNIT COST	TOTAL COST	TOTAL QUANTITY	UNIT COST	TOTAL COST	TOTAL QUANTITY	UNIT COST	TOTAL COST
1	Clearing and Grubbing	LS	1	$ 10,000.00	$ 10,000.00	1	$ 1,000.00	$ 1,000.00	1	$ 2,000.00	$ 2,000.00	1	$ 5,000.00	$ 5,000.00
2	Traffic Control	LS	1	$ 5,000.00	$ 5,000.00	1	$ 2,500.00	$ 2,500.00	1	$ 2,500.00	$ 2,500.00	1	$ 5,000.00	$ 5,000.00
3	Pull Box (2.5 Ft. x 4 Ft. x 4 Ft.), Install Only	EA	73	$ 1,000.00	$ 73,000.00	73	$ 460.00	$ 33,580.00	73	$ 425.00	$ 31,025.00	73	$ 500.00	$ 36,500.00
4	Vault (4 Ft. x 6 Ft. x 7 Ft.), Install Only	EA	15	$ 2,000.00	$ 30,000.00	15	$ 2,500.00	$ 37,500.00	15	$ 1,025.00	$ 15,375.00	15	$ 1,450.00	$ 21,750.00
5	Conduit, Schedule 80 HDPE, Directional Bored, 4 In.	LF	58764	$ 18.00	$ 1,057,752.00	58764	$ 10.75	$ 631,713.00	58764	$ 12.35	$ 725,735.40	58764	$ 13.55	$ 796,252.20
6	Conduit, River Bore, HDPE, 4 In.	LF	765	$ 50.00	$ 38,250.00	765	$ 25.00	$ 19,125.00	765	$ 17.25	$ 13,196.25	765	$ 15.00	$ 11,475.00
7	Silt Fence or Filter Sock	LF	8800	$ 2.00	$ 17,600.00	8800	$ 1.60	$ 14,080.00	8800	$ 1.25	$ 11,000.00	8800	$ 1.60	$ 14,080.00
8	Maintenance of Silt Fence or Filter Sock	LF	8800	$ 1.50	$ 13,200.00	8800	$ 0.06	$ 528.00	8800	$ 0.35	$ 3,080.00	8800	$ 0.10	$ 880.00
9	Removal of Silt Fence or Filter Sock	LF	8800	$ 1.50	$ 13,200.00	8800	$ 0.11	$ 968.00	8800	$ 0.35	$ 3,080.00	8800	$ 0.15	$ 1,320.00
10	Hydraulic Seeding, Fertilizing and Mulching, Type 1	ACRE	1	$ 2,500.00	$ 2,500.00	1	$ 3,712.50	$ 3,712.50	1	$ 2,500.00	$ 2,500.00	1	$ 3,600.00	$ 3,600.00
11	Erosion Control Mulching, Conventional	ACRE	1	$ 2,500.00	$ 2,500.00	1	$ 1,595.00	$ 1,595.00	1	$ 2,150.00	$ 2,150.00	1	$ 1,600.00	$ 1,600.00
12	Fiber Optic Line Marker	EA	88	$ 150.00	$ 13,200.00	88	$ 100.00	$ 8,800.00	88	$ 65.00	$ 5,720.00	88	$ 125.00	$ 11,000.00
13	Permit Requirements	LS	1	$ 20,000.00	$ 20,000.00	1	$ 7,000.00	$ 7,000.00	1	$ 6,500.00	$ 6,500.00	1	$ 5,000.00	$ 5,000.00
14	As-Built Documentation	LS	1	$ 35,000.00	$ 35,000.00	1	$ 8,500.00	$ 8,500.00	1	$ 6,500.00	$ 6,500.00	1	$ 7,500.00	$ 7,500.00
15	SWPPP Management	LS	1	$ 10,000.00	$ 10,000.00	1	$ 1,650.00	$ 1,650.00	1	$ 6,500.00	$ 6,500.00	1	$ 2,500.00	$ 2,500.00
16	Conduit and Tracer Wire Acceptance Testing	LS	1	$ 40,000.00	$ 40,000.00	1	$ 24,691.00	$ 24,691.00	1	$ 30,854.60	$ 30,854.60	1	$ 47,011.20	$ 47,011.20
17	Potholing of Installed Conduit	EA	86	$ 250.00	$ 21,500.00	86	$ 120.00	$ 10,320.00	86	$ 175.00	$ 15,050.00	86	$ 85.00	$ 7,310.00
18	McGard Man Lock Bolt System	EA	176	$ 200.00	$ 35,200.00	176	$ 65.00	$ 11,440.00	176	$ 72.50	$ 12,760.00	176	$ 105.00	$ 18,480.00
				Subtotal	$ 1,437,902.00		Subtotal	$ 818,702.50		Subtotal	$ 895,526.25		Subtotal	$ 996,258.40

** This bid tabulation is an accurate tabulation of the bids received. **

**** An 8th bid was located today in City Hall from Western Utility LLC. The sealed bid was presumed to be a legitimate bid. The bid was opened at 3:30 pm on May 28, 2015 in the presence of the City Attorney, City Engineer and Katie Walters of the Finance Department. ****

LICENSED PROFESSIONAL ENGINEER
GARY L. REED
13840
IOWA

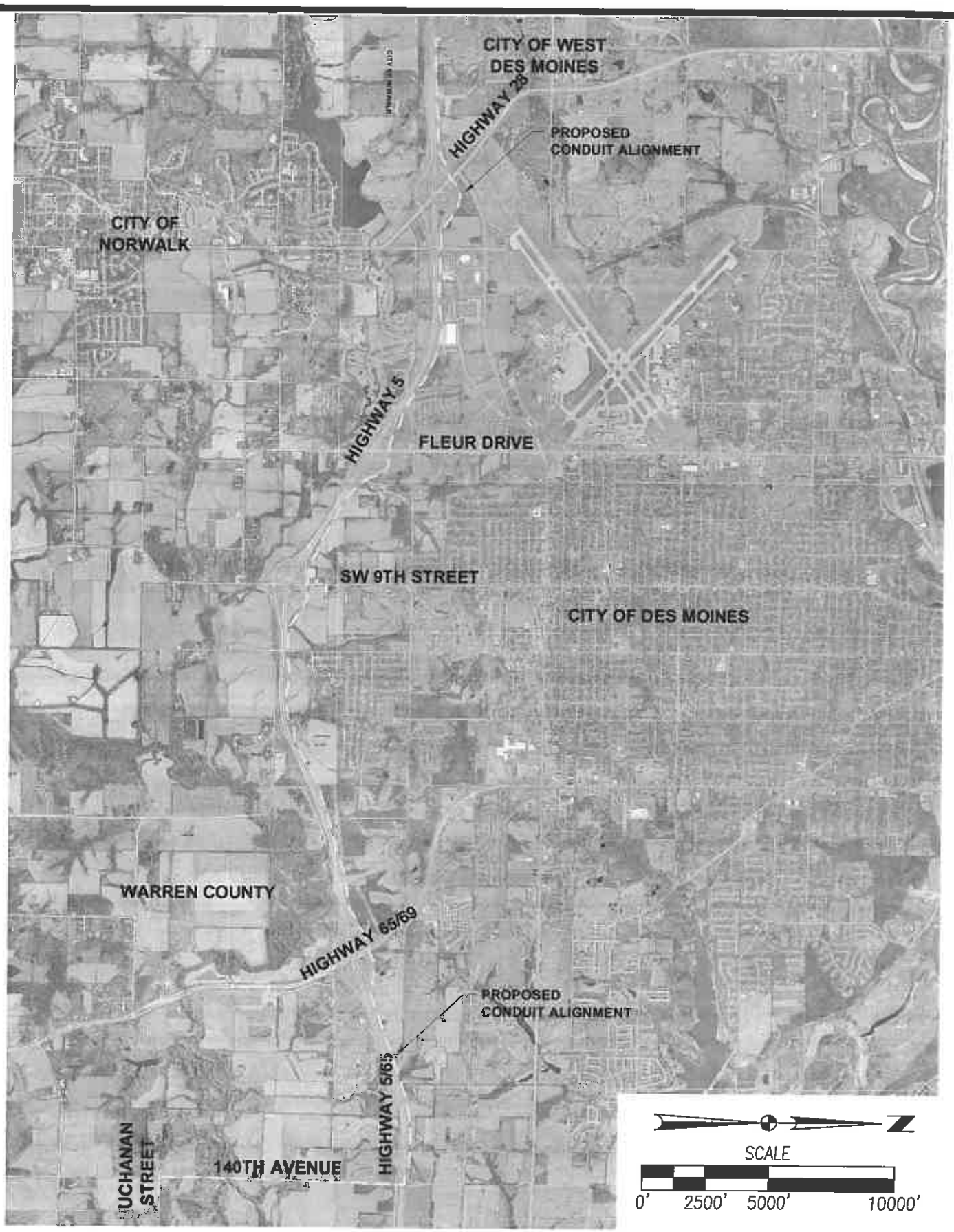
I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

Gary L. Reed 5-28-2015
SIGNATURE DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016
PAGES OR SHEETS COVERED BY THIS SEAL
Amended Bid Tabulation - Yellow Route

			Anderson Underground			Smart Communication			Western Utility		
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST	TOTAL QUANTITY	UNIT COST	TOTAL COST	TOTAL QUANTITY	UNIT COST	TOTAL COST
1	Clearing and Grubbing	LS	1	$ 5,000.00	$ 5,000.00	1	$ 15,000.00	$ 15,000.00	1	$ 11,500.00	$ 11,500.00
2	Traffic Control	LS	1	$ 10,000.00	$ 10,000.00	1	$ 5,000.00	$ 5,000.00	1	$ 8,050.00	$ 8,050.00
3	Pull Box (2.5 Ft. x 4 Ft. x 4 Ft.), Install Only	EA	73	$ 555.00	$ 40,515.00	73	$ 475.00	$ 34,675.00	73	$ 1,355.00	$ 98,915.00
4	Vault (4 Ft. x 6 Ft. x 7 Ft.), Install Only	EA	15	$ 3,420.00	$ 51,300.00	15	$ 2,500.00	$ 37,500.00	15	$ 6,000.00	$ 90,000.00
5	Conduit, Schedule 80 HDPE, Directional Bored, 4 In.	LF	58764	$ 13.56	$ 796,839.84	58764	$ 13.67	$ 803,303.88	58764	$ 13.85	$ 813,881.40
6	Conduit, River Bore, HDPE, 4 In.	LF	765	$ 13.56	$ 10,373.40	765	$ 163.50	$ 125,077.50	765	$ 20.00	$ 15,300.00
7	Silt Fence or Filter Sock	LF	8800	$ 2.00	$ 17,600.00	8800	$ 2.18	$ 19,184.00	8800	$ 2.00	$ 17,600.00
8	Maintenance of Silt Fence or Filter Sock	LF	8800	$ 0.50	$ 4,400.00	8800	$ 0.25	$ 2,200.00	8800	$ 0.50	$ 4,400.00
9	Removal of Silt Fence or Filter Sock	LF	8800	$ 0.25	$ 2,200.00	8800	$ 0.38	$ 3,344.00	8800	$ 0.50	$ 4,400.00
10	Hydraulic Seeding, Fertilizing and Mulching, Type I	ACRE	1	$ 3,500.00	$ 3,500.00	1	$ 4,680.00	$ 4,680.00	1	$ 3,450.00	$ 3,450.00
11	Erosion Control Mulching, Conventional	ACRE	1	$ 2,000.00	$ 2,000.00	1	$ 2,340.00	$ 2,340.00	1	$ 2,200.00	$ 2,200.00
12	Fiber Optic Line Marker	EA	88	$ 350.00	$ 30,800.00	88	$ 300.00	$ 26,400.00	88	$ 120.00	$ 10,560.00
13	Permit Requirements	LS	1	$ 7,500.00	$ 7,500.00	1	$ 25,000.00	$ 25,000.00	1	$ 11,155.00	$ 11,155.00
14	As-Built Documentation	LS	1	$ 12,500.00	$ 12,500.00	1	$ 16,250.00	$ 16,250.00	1	$ 25,000.00	$ 25,000.00
15	SWPPP Management	LS	1	$ 7,500.00	$ 7,500.00	1	$ 3,500.00	$ 3,500.00	1	$ 9,500.00	$ 9,500.00
16	Conduit and Tracer Wire Acceptance Testing	LS	1	$ 15,550.00	$ 15,550.00	1	$ 2,500.00	$ 2,500.00	1	$ 43,500.00	$ 43,500.00
17	Potholing of Installed Conduit	EA	86	$ 150.00	$ 12,900.00	86	$ 80.00	$ 6,880.00	86	$ 85.00	$ 7,310.00
18	McGard Man Lock Bolt System	EA	176	$ 80.00	$ 14,080.00	176	$ 80.00	$ 14,080.00	176	$ 135.00	$ 23,760.00
				Subtotal	$ 1,044,558.24		Subtotal	$ 1,146,914.38		Subtotal	$ 1,200,481.40

			MP Nexlevel			TelCom Construction		
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST	TOTAL QUANTITY	UNIT COST	TOTAL COST
1	Clearing and Grubbing	LS	1	$ 22,700.00	$ 22,700.00	1	$ 7,500.00	$ 7,500.00
2	Traffic Control	LS	1	$ 8,700.00	$ 8,700.00	1	$ 25,000.00	$ 25,000.00
3	Pull Box (2.5 Ft. x 4 Ft. x 4 Ft.), Install Only	EA	73	$ 500.00	$ 36,500.00	73	$ 804.86	$ 58,754.78
4	Vault (4 Ft. x 6 Ft. x 7 Ft.), Install Only	EA	15	$ 3,000.00	$ 45,000.00	15	$ 9,954.86	$ 149,322.90
5	Conduit, Schedule 80 HDPE, Directional Bored, 4 In.	LF	58764	$ 15.17	$ 891,449.88	58764	$ 22.66	$ 1,331,592.24
6	Conduit, River Bore, HDPE, 4 In.	LF	765	$ 29.17	$ 22,315.05	765	$ 28.66	$ 21,924.90
7	Silt Fence or Filter Sock	LF	8800	$ 2.50	$ 22,000.00	8800	$ 16.60	$ 146,080.00
8	Maintenance of Silt Fence or Filter Sock	LF	8800	$ 0.15	$ 1,320.00	8800	$ 3.00	$ 26,400.00
9	Removal of Silt Fence or Filter Sock	LF	8800	$ 0.36	$ 3,168.00	8800	$ 1.75	$ 15,400.00
10	Hydraulic Seeding, Fertilizing and Mulching, Type 1	ACRE	1	$ 8,115.25	$ 8,115.25	1	$ 12,181.80	$ 12,181.80
11	Erosion Control Mulching, Conventional	ACRE	1	$ 2,860.00	$ 2,860.00	1	$ 12,500.00	$ 12,500.00
12	Fiber Optic Line Marker	EA	88	$ 533.31	$ 46,931.28	88	$ 277.38	$ 24,409.44
13	Permit Requirements	LS	1	$ 5,000.00	$ 5,000.00	1	$ 5,500.00	$ 5,500.00
14	As-Built Documentation	LS	1	$ 24,000.00	$ 24,000.00	1	$ 12,500.00	$ 12,500.00
15	SWPPP Management	LS	1	$ 28,600.00	$ 28,600.00	1	$ 9,000.00	$ 9,000.00
16	Conduit and Tracer Wire Acceptance Testing	LS	1	$ 18,200.00	$ 18,200.00	1	$ 132,493.28	$ 132,493.28
17	Potholing of Installed Conduit	EA	86	$ 133.00	$ 11,438.00	86	$ 425.00	$ 36,550.00
18	McGard Man Lock Bolt System	EA	176	$ 85.67	$ 15,077.92	176	$ 77.05	$ 13,560.80
				Subtotal	$ 1,213,375.38		Subtotal	$ 2,040,670.14



1/1

1407.373

WEST DES MOINES
FIBER INTER-CONNECT
YELLOW 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: June 1, 2015

ITEM: Kings Valley Subdivision Plat 2, 6135 Beechtree Drive – Replat of Lot 30, Kings Valley Subdivision Plat 1 to incorporate additional ground – Davis Estates, LTD – FP-002679-2015

RESOLUTION: Approval and Release of Final Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Davis Estates, LTD, represented by Michael Blaser, Brown Winick Law Firm, is requesting approval of a Final Plat to take the southwestern corner of one lot (Plat-of-Survey Parcel E, Book 2002, Page 12680, Dallas County) and add it to the northeastern corner of the adjoining Lot 30, Kings Valley Subdivision Plat 1. Both parcels are currently owned by Davis Estates, LTD; however, it is understood the intent is to sell Lot 30 for the construction of new single family detached home.

CITY COUNCIL SUBCOMMITTEE: This item was presented to the Development and Planning City Council Subcommittee on April 9, 2015 and an informational item only. The Subcommittee expressed support of the development.

OUTSTANDING ISSUES: There are no outstanding issues.

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.

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 Final Plat, Kings Valley Subdivision Plat 2, to allow a replat of Lot 30, Kings Valley Subdivision Plat 1 to incorporate additional ground, subject to the applicant complying with all applicable City Code requirements

Lead Staff Member: J. Bradley Munford

STAFF REVIEWS:

Department Director	
Appropriations/Finance	
Legal	JBW
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	n/a
Date(s) Published	n/a
Letter sent to surrounding property owners	n/a

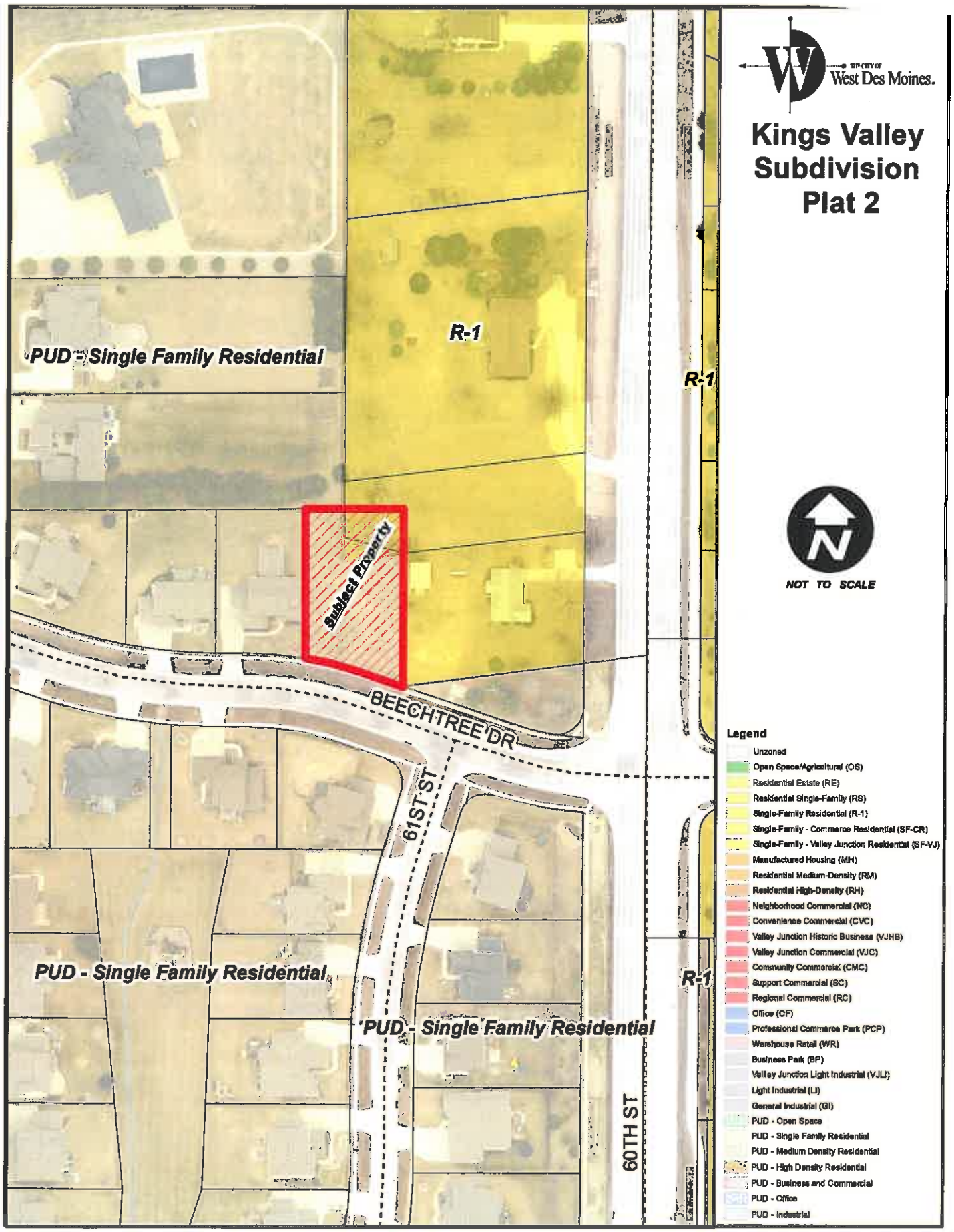
SUBCOMMITTEE REVIEW (if applicable)

Committee	Development and Planning		
Date Reviewed	April 9, 2015		
Recommendation	Yes X	No ☐	Split ☐

ATTACHMENTS:

Attachment A - Location Map
Attachment B - Final Plat
Attachment C - Resolution: Approval and Release of Final Plat
Exhibit A - Conditions

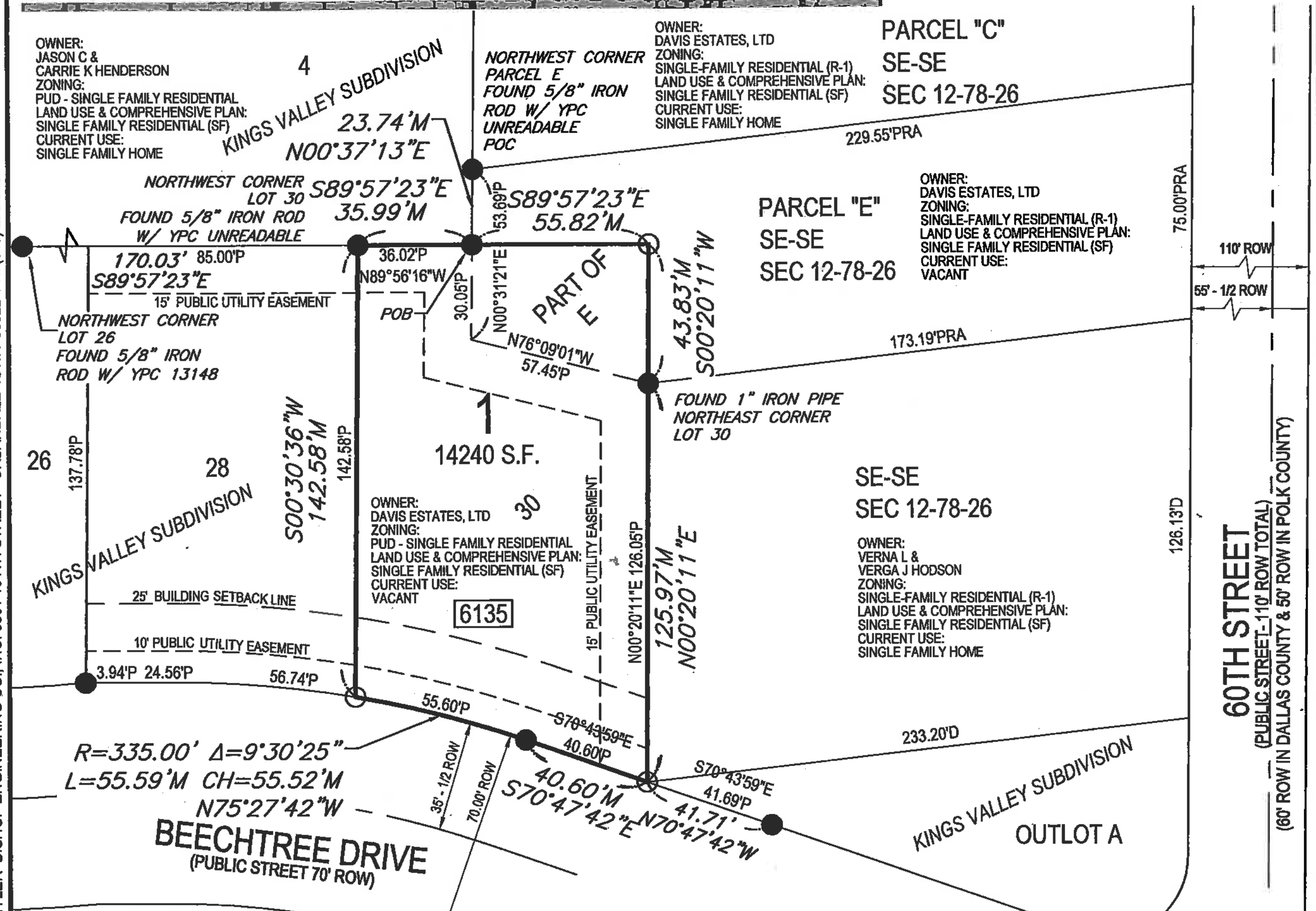
ATTACHMENT A



S:___Development Projects\Kings Valley\Kings Valley Subdivision Plat 2\Final Plat\ FP-002679-2015_SR_Kings Valley Subdivision Plat 2_06-01-2015_CC.docx

ATTACHMENT B

KINGS VALLEY SUBDIVISION PLAT 2 final plat



VICINITY MAP
NOT TO SCALE

PROPERTY DESCRIPTION:

LOT 30 KINGS VALLEY SUBDIVISION, AN OFFICIAL PLAT, WEST DES MOINES, DALLAS COUNTY, IOWA AND A PORTION OF PARCEL E, AS SHOWN ON THE PLAT OF SURVEY IN BOOK 2002 AT PAGE 12680, IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH P.M., WEST DES MOINES, DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL E; THENCE S00°37'13"W ASSUMED BEARING FOR THIS DESCRIPTION, ALONG THE WEST LINE OF SAID PARCEL E, A DISTANCE OF 23.74 FEET TO THE POINT OF BEGINNING; THENCE S89°57'23"E ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF KINGS VALLEY SUBDIVISION, AN OFFICIAL PLAT, WEST DES MOINES, DALLAS COUNTY, IOWA, A DISTANCE OF 55.82 FEET; THENCE S00°20'11"W ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 30 OF SAID KINGS VALLEY SUBDIVISION, A DISTANCE OF 43.83 FEET TO THE NORTHEAST CORNER OF SAID LOT 30; THENCE N76°04'27"W ALONG THE NORTH LINE OF SAID LOT 30, A DISTANCE OF 57.58 FEET TO A BEND POINT IN THE NORTH LINE OF SAID LOT 30; THENCE N00°37'13"E ALONG THE NORTH LINE OF SAID LOT 30, A DISTANCE OF 30.02 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 14240 SQUARE FEET OR 0.33 ACRES MORE OR LESS.

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

KINGS VALLEY SUBDIVISION PLAT 2
WEST DES MOINES, IOWA

FINAL PLAT

PREPARED BY: LARRY D. HYLER BISHOP ENGINEERING CO., INC. 3501 104TH STREET URBANDALE IOWA 50322 PH. (515) 276-0467

ADDRESS:
6135 BEECHTREE

OWNER:
DAVIS ESTATE
C/O LINDA GRIFFITH
286 S. 60TH ST
WEST DES MOINES, IA 50266

PREPARED FOR:
BROWN WINICK LAW FIRM
C/O MICHAEL BLASER
666 GRAND SUITE 2000
RUAN CENTER
DES MOINES, 50309

PLAT NOTES:
1. BASIS FOR PLAT BEARINGS PLATTED BEARING OF EAST LOT LINE OF LOT 30 KINGS VALLEY SUBDIVISION.
2. ALL LOT CORNER HAVE BEEN MARKED WITH A 3/4 " IRON PIPE. EACH CORNER PLACED HAS A YELLOW PLASTIC IDENTIFICATION CAP NO. 14775.
3. THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAT 1.0 FEET IN 10,000.0 FEET. EACH LOT WITHIN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1.0 FEET IN 5,000 FEET.

LEGEND:

●	PROPERTY CORNER - 5/8" IRON ROD W/ YPC # 13148 OR FOUND AS NOTED
○	PROPERTY CORNER- PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #14775
M	MEASURED DISTANCE
P	PLATTED DISTANCE
D	DEEDED DISTANCE
PRA	PREVIOUSLY RECORDED AS
ROW	RIGHT OF WAY
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING

GRAPHIC SCALE
40 0 20 40

FIELD WORK COMPLETED ON: 1/8/2015

LICENSED PROFESSIONAL LAND SURVEYOR
LARRY D. HYLER, P.L.S. No. 14775
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: Larry D Hyler DATE: 5-11-2015
LARRY D. HYLER, P.L.S. 14775

LICENSE RENEWAL DATE: DEC. 31, 2016
PAGES OR SHEETS COVERED BY THIS SEAL: THIS PAGE ONLY

REFERENCE NUMBER:

DRAWN BY: MKH

PROJECT NUMBER: 140576

SHEET NUMBER: 1 OF 1

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING AND RELEASING THE FINAL PLAT KINGS VALLEY SUBDIVISION PLAT 2 (FP-002679-2015) TO REPLAT LOT 30, KINGS VALLEY SUBDIVISION PLAT 1

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, Davis Estates, LTD., has requested approval for a Final Plat (FP-002679-2015) for that 0.33 acre site located at 6135 Beechtree Drive to incorporate additional ground taken from Plat-of-Survey Parcel E (Dallas County Recorder's Book 2002, Page 12680);

Legal Description

LOT 30 KINGS VALLEY SUBDIVISION, AN OFFICIAL PLAT, WEST DES MOINES, DALLAS COUNTY, IOWA AND A PORTION OF PARCEL E, AS SHOWN ON THE PLAT OF SURVEY IN BOOK 2002 AT PAGE 12680, IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE FIFTH P.M., WEST DES MOINES, DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL E; THENCE S00°37'13'W ASSUMED BEARING FOR THIS DESCRIPTION, ALONG THE WEST LINE OF SAID PARCEL E, A DISTANCE OF 23.74 FEET TO THE POINT OF BEGINNING; THENCE S89°57'23'E ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF KINGS VALLEY SUBDIVISION, AN OFFICIAL PLAT, WEST DES MOINES, DALLAS COUNTY, IOWA, A DISTANCE OF 55.82 FEET; THENCE S00°20'11 'WALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 30 OF SAID KINGS VALLEY SUBDIVISION, A DISTANCE OF 43.83 FEET TO THE NORTHEAST CORNER OF SAID LOT 30; THENC N76°04'27'W ALONG THE NORTH LINE OF SAID LOT 30, A DISTANCE OF 57.58 FEET TO A BEND POINT IN THE NORTH LINE OF SAID LOT 30; THENCE N00°37'13'E ALONG THE NORTH LINE OF SAID LOT 30, A DISTANCE OF 30.02 FEET TO THE POINT OF BEGINNING.

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, the West Des Moines Plan and Zoning Commission has reviewed the Preliminary Plat for Kings Valley Subdivision Plat 2 and recommended approval on April 13, 2015;

WHEREAS, the Final Plat that was submitted for review was determined to be generally consistent with the Preliminary Plat for Kings Valley Subdivision Plat 2 that was reviewed and approved by the City Council on April 20, 2015;

WHEREAS, on June 1, 2015, this City Council held a duly-noticed meeting to consider the application for Kings Valley Subdivision Plat 2 Final Plat (FP-002679-2015);

WHEREAS, the West Des Moines City Council adopted a resolution which approved the Final Plat for Kings Valley Subdivision Plat 2 at their meeting on June 1, 2015, subject to any conditions of approval

WHEREAS, there are no public improvements required of this plat

WHEREAS, there are no new public easements being established with this plat

WHEREAS, Kings Valley Subdivision Plat 2 is zoned King's Valley Planned Unit Development (Single Family Residential) and meets all requirements of the City's Zoning Code.

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

SECTION 1. The findings of consistency with the Comprehensive Plan as stated in the staff report, or as amended orally at the City Council hearing, are adopted.

SECTION 2. Final Plat, Kings Valley Subdivision Plat 2 (FP-002679-2015) is approved, subject to compliance with all the conditions in the staff report, dated June 1, 2015, including conditions added at the meeting, if any, 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.

SECTION 4. This resolution does release the Kings Valley Subdivision Plat 2 (FP-002679-2015) Final Plat for recordation. The City Council of West Des Moines, Iowa directs the City Clerk to release said plat for recordation in accordance with said City Council approval of the final plat on June 1, 2015 and Roll Call No. _____

CERTIFICATE

I, Ryan T. Jacobson, City Clerk for said City, hereby certify that at a meeting of the City Council of said City of West Des Moines, held on June 1, 2015, among other proceedings, Roll Call No. _____ approved said plat on June 1, 2015, and released said Final Plat for recordation.

_____
Ryan T. Jacobson
City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of June, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

Exhibit A
Conditions of Approval

1. There are no conditions.

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

Date: June 1, 2015

ITEM: Grand Valley Plat 1, Northeast corner of S. 35th Street and Grand Avenue – Plat property into 20 single family lots, 17 outlots, and 2 street lots– Engel Associates Inc. – PP-002624-2015

RESOLUTION: Approval of Preliminary Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Engel Associates Inc., represented by Bob Gibson of Civil Design Advantage, is requesting approval of a Preliminary Plat for approximately 34.5 acres located at the northeast corner of S35th Street and Grand Avenue. The applicant proposes to subdivide the property into 20 single family lots, 17 outlots, and 2 street lots. The outlots consist of four parcels for future development and two parcels for buffers, with the remaining eleven parcels being located along the rear lot line of Lots 10 through 20 for storm water management purposes. By creating outlots rather than incorporating the ground into the lot for the home, the need for costly flood insurance can be avoided. Staff recommends a condition of approval requiring the sale of the respective outlot in conjunction with the sale of the house lot, a condition requiring the execution of a legal agreement tying maintenance responsibilities to the respective lot, and a condition stating that the outlots for storm water management purposes are non-buildable for any structures, including sheds, solid fencing, gazebos, play structures, or other which could impact storm water management and water flow.

Plan and Zoning Commission Action:
Vote: 7-0 approval
Date: May 26, 2015
Motion: Adopt a resolution recommending the City Council approve the Preliminary Plat Request

Plan and Zoning Commission Discussion:
During the Plan and Zoning Commission meeting the applicant clarified that there are twenty (20) instead of twenty-one (21) proposed lots as indicated in the staff report. He also stated that the owner of the property is now Engel Associates Inc. The new group is the same individuals as CRVP, LLC minus one member. The Commission noted the changes before they approved the plat.

It should be noted that the contact information for CRVP, LLC and Engel Associates Inc. is the same.

OUTSTANDING ISSUES: There are no outstanding issues. The applicant has stated that they are in agreement with all of staff's recommendations and conditions. 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 & Planning: August 14, 2014*
- Staff Review and Comments
- Comprehensive Plan Consistency
- Findings
- Staff Recommendations and Conditions of Approval
- 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 the Grand Valley Plat 1 Preliminary Plat to allow a platting of twenty 20 lots, 17 outlots, and 2 street lots, subject to the applicant meeting all City Code requirements and the following:

1. Prior to initiation of any site activity, including grading, the applicant providing final drawings which addresses staff comments.

2. Prior to any grading or site work, a copy of the Storm Water NPDES General Permit No. 2, authorized by the Iowa Department of Natural Resources, shall be submitted to either the Chief Building Official rod.vangenderen@wdm.iowa.gov or the assigned planning case advisor (facsimile to 515-273-0602).

3. The applicant executing appropriate legal documents requiring the sale of the associated outlot adjacent to lots 10 through 20 with the main dwelling lot, restricting the sale of the main lot separate from the outlot, and binding responsibilities for maintenance to the associated lot or an established association.

4. The applicant including a note on the Final Plat indicating that no structures which could impact storm water management measures of the outlot or impede water flow/drainage, including but not limited to, sheds, gazebos, solid fences, and play structures, be located within the outlot.

5. The applicant receiving City approval of Public Improvement Construction Plans for all public improvements prior to initiation of construction. Additionally, the applicant acknowledging that public improvements must be constructed and accepted by the city prior to issuance of any occupancy permits, including temporary occupancy permits for any dwelling within the plat.

6. The applicant acknowledging that the outlots indicated for future development will need to be replatted through the City's Preliminary and Final Plat Subdivision process prior to development of any kind, including grading activities. Applicant acknowledging that the associated Final Plat 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 plat.

7. Applicant providing suitable access roads to the satisfaction of the City's Fire Marshal prior to issuance of any building permits for above ground construction.

Lead Staff Member: J. Bradley Munford JBM

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	JBW
Agenda Acceptance	KTG

PUBLICATION(S) (if applicable)

Published In	not requried	
Date(s) Published	n/a	
Letter sent to surrounding property owners		n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	*8/14/2014*		
Recommendation	Yes ☒	No ☐	Split ☐

ATTACHMENTS:

Exhibit I - Plan and Zoning Commission Communication
- Attachment A - Commission Resolution
  - Exhibit A - Conditions of Approval
- Attachment B - Location Map
- Attachment C - Preliminary Plat

Exhibit II - City Council Resolution

EXHIBIT I

CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION

Meeting Date: May 26, 2015

Item: Grand Valley Plat 1, Northeast corner of S. 35th Street and Grand Avenue – Plat property into 21 single family lots, 17 outlots, and 2 street lot– CRVP, LLC – PP-002624-2015

Requested Action: Approval of Preliminary Plat

Case Advisor: J. Bradley Munford

Applicant's Request: The applicant, CRVP, LLC, represented by Bob Gibson of Civil Design Advantage, is requesting approval of a Preliminary Plat for approximately 34.5 acres located at the northeast corner of S35th Street and Grand Avenue. The applicant proposes to subdivide the property into 21 single family lots, 17 outlots, and 2 street lot. The outlots consist of four parcels for future development and two parcels for buffers, with the remaining eleven parcels being located along the rear lot line of Lots 10 through 20 for storm water management purposes. By creating outlots rather than incorporating the ground into the lot for the home, the need for costly flood insurance can be avoided. Staff recommends a condition of approval requiring the sale of the respective outlot in conjunction with the sale of the house lot, a condition requiring the execution of a legal agreement tying maintenance responsibilities to the respective lot, and a condition stating that the outlots for storm water management purposes are non-buildable for any structures, including sheds, solid fencing, gazebos, play structures, or other which could impact storm water management and water flow.

History: The property is undeveloped. In 1990 the property was zoned to R-5 Multi-Family Residential District (Medium Density). In 1998 as a part of the larger City-Wide Consistency Zoning, the property was zoned to Residential Medium-Density (RM-7). On December 15, 2014 the property was rezoned to Planned Unit Development (PUD) to allow for the development of a Single Family Residential and Residential Medium Density project.

City Council Subcommittee: The Grand Valley project was presented to Development and Planning Subcommittee for information at its August 14, 2014 meeting. The Subcommittee was supportive of the Development

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues.

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.

Findings: This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that 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.

2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.

3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance

with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.

4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.

5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.

6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

Staff Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Grand Valley Plat 1 Preliminary Plat to create 21 single family lots, 17 outlots, and 2 street lot, subject to the applicant meeting all City Code requirements and the following:

1. Prior to initiation of any site activity, including grading, the applicant providing final drawings which addresses staff comments.

2. Prior to any grading or site work, a copy of the Storm Water NPDES General Permit No. 2, authorized by the Iowa Department of Natural Resources, shall be submitted to either the Chief Building Official rod.vangenderen@wdm.iowa.gov or the assigned planning case advisor (facsimile to 515-273-0602).

3. The applicant executing appropriate legal documents requiring the sale of the associated outlot adjacent to lots 10 through 20 with the main dwelling lot, restricting the sale of the main lot separate from the outlot, and binding responsibilities for maintenance to the associated lot or an established association.

4. The applicant including a note on the Final Plat indicating that no structures which could impact storm water management measures of the outlot or impede water flow/drainage, including but not limited to, sheds, gazebos, solid fences, and play structures, be located within the outlot.

5. The applicant receiving City approval of Public Improvement Construction Plans for all public improvements prior to initiation of construction. Additionally, the applicant acknowledging that public improvements must be constructed and accepted by the city prior to issuance of any occupancy permits, including temporary occupancy permits for any dwelling within the plat.

6. The applicant acknowledging that the outlots indicated for future development will need to be replatted through the City's Preliminary and Final Plat Subdivision process prior to development of any kind, including grading activities. Applicant acknowledging that the associated Final Plat 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 plat.

7. Applicant providing suitable access roads to the satisfaction of the City's Fire Marshal prior to issuance of any building permits for above ground construction.

Applicant:

Russ Ver Ploeg
4812 Pleasant Street
Des Moines, Iowa 50312
Rvp@verploegarch.com

Applicant Representative:

Civil Design Advantage
Bob Gibson
3405 SE Crossroads Drive, Suite G
Grimes, IA 50111
bobg@cda-eng.com

ATTACHMENTS:

Attachment A	-	Plan and Zoning Commission Resolution
Exhibit A	-	Conditions of Approval
Attachment B	-	Location Map
Attachment C	-	Preliminary Plat

EXHIBIT A

RESOLUTION NO. PZC-15-036

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE GRAND VALLEY PLAT 1 PRELIMINARY PLAT TO SUBDIVIDE THE PROPERTY INTO 20 SINGLE FAMILY LOTS, 17 OUTLOTS, AND 2 STREET LOT

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Engel Associates Inc., has requested approval for a Preliminary Plat (PP-002624-2015) to create 20 single family residential lots, 17 outlots for the purposes of buffers, storm water management, and future development, and 2 public street lot on the 34.5 acre site located at the northeast corner of S. 35th Street and Grand Avenue;

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 May 26, 2015, this Commission held a duly-noticed public meeting to consider the application for Grand Valley Plat 1 Preliminary Plat (PP-002624-2015);

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 or as amended orally at the Plan and Zoning Commission meeting are adopted.

SECTION 2. PRELIMINARY PLAT (PP-002624-2015) to subdivide the property into 20 single family residential lots, 17 outlots and 2 public street, is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report including conditions added at the meeting, and attached hereto as Exhibit "A." Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on May 26, 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 May 26, 2015, by the following vote:

AYES: Andersen, Brown, Costa, Crowley, Erickson, Hatfield, Southworth
NAYS: -0-
ABSTENTIONS: -0-
ABSENT: -0-

ATTEST:

Recording Secretary

S:___Development Projects\Ver Ploeg Property\Grand Valley Plat 1\Grand Valley Plat 1 – Preliminary\ PP-002624-2015_SR_Grand Valley Plat 1_06-01-2015_CC.docx

Exhibit A
CONDITIONS OF APPROVAL

1. Prior to initiation of any site activity, including grading, the applicant providing final drawings which addresses staff comments.

2. Prior to any grading or site work, a copy of the Storm Water NPDES General Permit No. 2, authorized by the Iowa Department of Natural Resources, shall be submitted to either the Chief Building Official rod.vangenderen@wdm.iowa.gov or the assigned planning case advisor (facsimile to 515-273-0602).

3. The applicant executing appropriate legal documents requiring the sale of the associated outlot adjacent to lots 10 through 20 with the main dwelling lot, restricting the sale of the main lot separate from the outlot, and binding responsibilities for maintenance to the associated lot or an established association.

4. The applicant including a note on the Final Plat indicating that no structures which could impact storm water management measures of the outlot or impede water flow/drainage, including but not limited to, sheds, gazebos, solid fences, and play structures, be located within the outlot.

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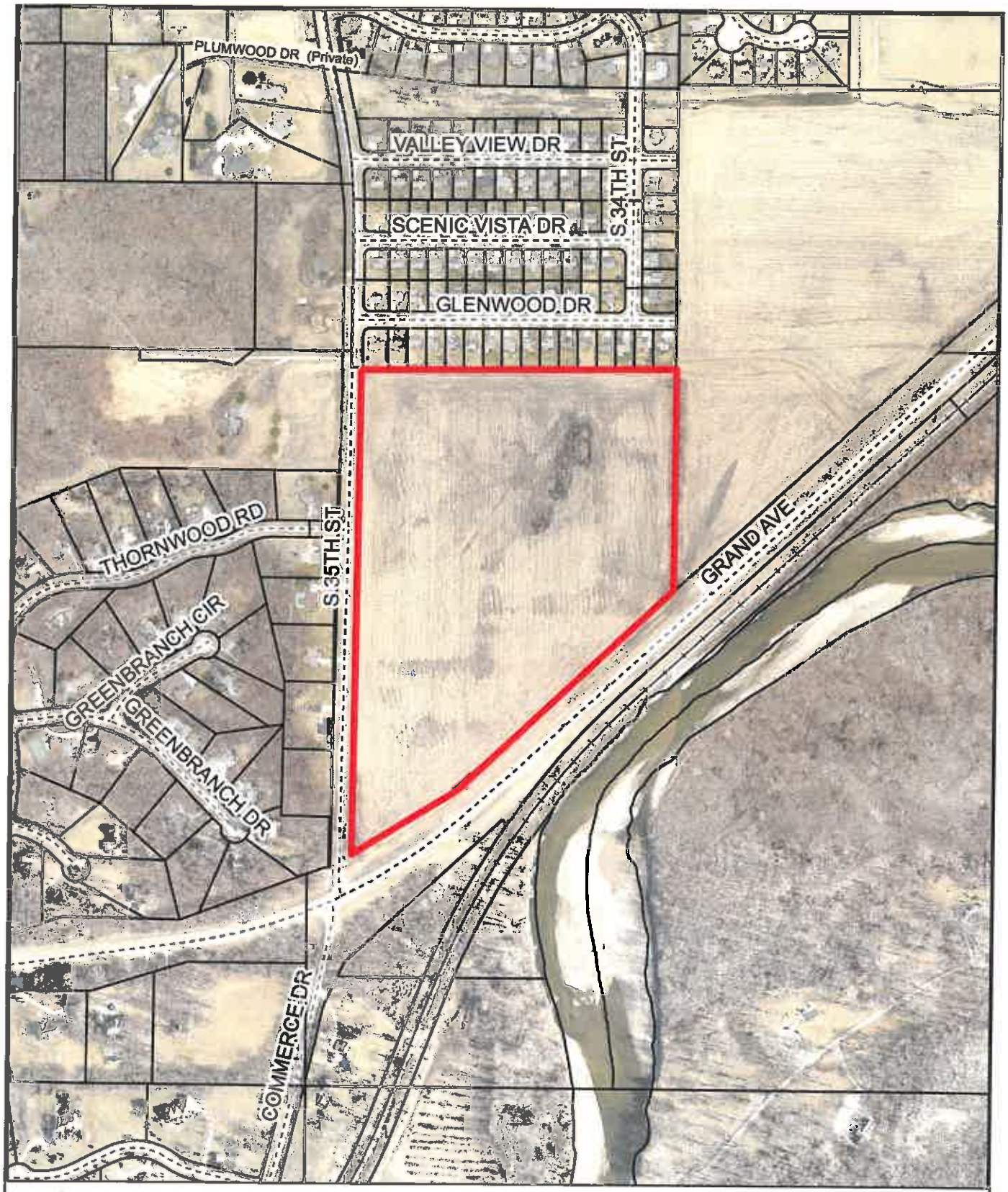
7. Applicant providing suitable access roads to the satisfaction of the City's Fire Marshal prior to issuance of any building permits for above ground construction.

ATTACHMENT B



THE CITY OF West Des Moines.

Grand Valley
Location Map

NOT TO SCALE

S:___Development Projects\Ver Ploeg Property\Grand Valley Plat 1\Grand Valley Plat 1 - Preliminary\PP-002624-2015_SR_Grand Valley Plat 1_5-26-2015.Docx

ATTACHMENT C

PRELIMINARY PLAT FOR:

GRAND VALLEY PLAT 1

WEST DES MOINES, IOWA

OWNER / APPLICANT

ENGEL ASSOCIATES, INC.
4812 PLEASANT STREET
DES MOINES, IOWA 50312
PH. (515) 274-1010

APPLICANT REPRESENTATIVE

CIVIL DESIGN ADVANTAGE
CONTACT: BOB GIBSON
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH. (515) 369-4400
FX. (515) 369-4410

LEGAL DESCRIPTION

ALL THAT PART OF GOVERNMENT LOT 4 IN SECTION 21, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN LYING EAST OF SOUTH 35TH STREET AND NORTH OF GRAND AVENUE, COMPRISING 36 ACRES MORE OR LESS, INCLUDED WITHIN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; EXCEPT THE NORTH 60 FEET THEREOF.

SETBACKS

FRONT YARD: 30', HOWEVER, A FRONT PORCH WHICH MEASURES AT LEAST 5' IN WIDTH MAY EXTEND INTO THE FRONT SETBACK BUT SHALL BE NO CLOSER THAN 25' TO THE PROPERTY LINE.

REAR YARD: 35', UNLESS ABUTTING A BUFFER PARK, IN WHICH CASE THE REAR SETBACK MAY BE REDUCED TO 25'.

SIDE YARD: 5', AS MEASURED TO THE CLOSEST ELEMENT INCLUDING ROOF OVERHANG, EGRESS WINDOWS, BUMP OUTS, ETC.

FACE OF GARAGE SHOULD BE SETBACK A MINIMUM OF 25' UNLESS SIDE LOADED, IN WHICH CASE IT MAY BE SETBACK 20' FROM THE FRONT PROPERTY LINE.

LEGEND

PROPOSED	EXISTING
GROUND SURFACE CONTOUR	GROUND SURFACE CONTOUR
TYPE M-A STORM INTAKE	SANITARY MANHOLE
TYPE M-C STORM INTAKE	WATER VALVE BOX
TYPE M-D STORM INTAKE	FIRE HYDRANT
TYPE M-E STORM INTAKE	WATER CURB STOP
TYPE M-G STORM INTAKE	WELL
TYPE A STORM MANHOLE	STORM SEWER MANHOLE
TYPE SANITARY MANHOLE	STORM SEWER SINGLE INTAKE
STORM/SANITARY CLEANOUT	STORM SEWER DOUBLE INTAKE
WATER VALVE	FLARED END SECTION
FIRE HYDRANT ASSEMBLY	DECIDUOUS TREE
SIGN	CONIFEROUS TREE
DETECTABLE WARNING PANEL	DECIDUOUS SHRUB
SANITARY SEWER WITH SIZE	CONIFEROUS SHRUB
STORM SEWER	ELECTRIC POWER POLE
WATERMAIN WITH SIZE	GUY ANCHOR
ADDRESS	STREET LIGHT
ADJACENT LOT REFERENCE NUMBER	POWER POLE W/ TRANSFORMER
	UTILITY POLE W/ LIGHT
	ELECTRIC BOX
	ELECTRIC TRANSFORMER
	ELECTRIC MANHOLE OR VAULT
	TRAFFIC SIGN
	TELEPHONE JUNCTION BOX
	TELEPHONE MANHOLE/VAULT
	TELEPHONE POLE
	GAS VALVE BOX
	CABLE TV JUNCTION BOX
	CABLE TV MANHOLE/VAULT
	MAIL BOX
	BENCHMARK
	SOIL BORING
	UNDERGROUND TV CABLE
	GAS MAIN
	FIBER OPTIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE

SURVEY	FOUND	SET
SECTION CORNER	▲	△
1/2" REBAR, YELLOW CAP #18860 (UNLESS OTHERWISE NOTED)	●	○
ROW MARKER	■	□
ROW RAIL		
PLATTED DISTANCE	(P)	
MEASURED BEARING & DISTANCE	(M)	
RECORDED AS	(R)	
DEED DISTANCE	(D)	
CALCULATED DISTANCE	(C)	
CURVE ARC LENGTH	AL	
MINIMUM 100 YEAR FLOOD PROTECTION ELEVATION	MPE	
CENTERLINE		
SECTION LINE		
1/4 SECTION LINE		
1/4 1/4 SECTION LINE		
EASEMENT LINE		
LOT LINE		
RIGHT OF WAY		
BUILDING SETBACK		
PLAT BOUNDARY		

COMPREHENSIVE PLAN DESIGNATION

EXISTING: MEDIUM DENSITY RESIDENTIAL

PROPOSED: MEDIUM DENSITY RESIDENTIAL

ZONING

EXISTING: PUD GRAND VALLEY PLANNED UNIT DEVELOPMENT

BENCH MARK:

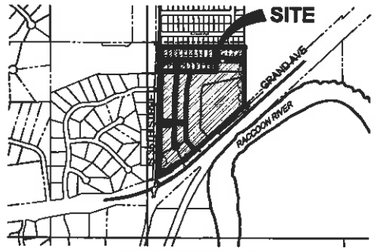
BM#1
WEST DES MOINES STD BM #45 118 FEET ± WEST OF CENTERLINE ENTRANCE TO RACCOON RIVER REGIONAL PARK
ELEVATION=43.26

BM#2
WEST DES MOINES STD BM #44 3400 BLOCK OF GRAND AVENUE, 94 FEET NORTH OF THE CENTERLINE OF GRAND AVENUE, 48 FEET WEST OF THE WEST SIDE OF THE WEST DES MOINES LIFT STATION (3421 GRAND AVE.), 16 FEET EAST OF THE NORTH/SOUTH FENCE LINE.
ELEVATION=46.13

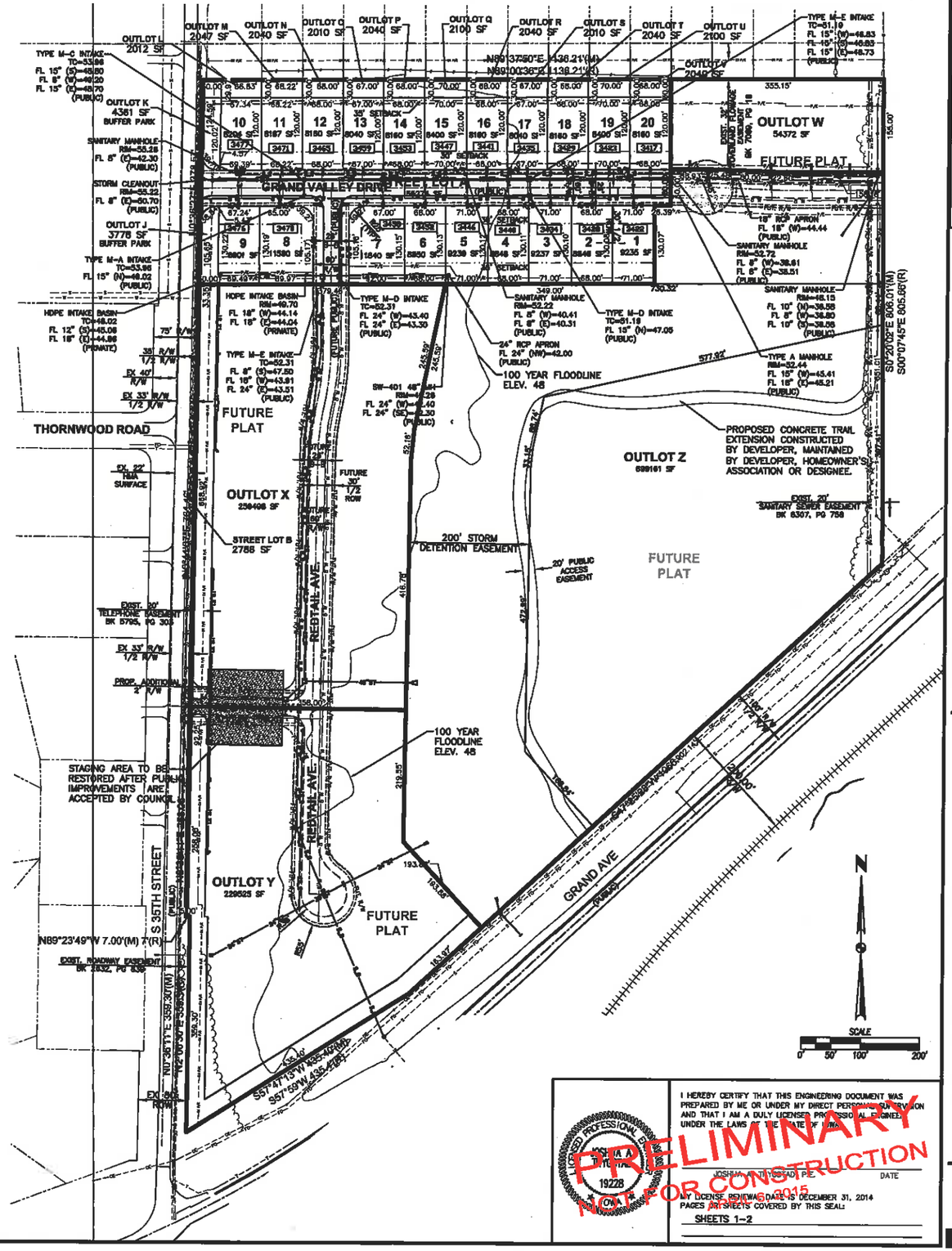
NOTES

1. NO STRUCTURES, INCLUDING SHEDS, PLAY STRUCTURES, DECKS, GAZEBOS, ETC. MAY BE LOCATED WITHIN A BUFFER PARK.
2. NO INDIVIDUAL RESIDENTIAL DRIVEWAY ACCESS TO 35TH STREET IS ALLOWED.
3. THE HOMES ON LOTS 7 AND 8 SHALL FRONT TO GRAND VALLEY DRIVE RATHER THAN REDTAIL AVENUE.
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, DSM METRO DESIGN STANDARDS AND WDM ADDENDUMS.
5. ALL UTILITIES ARE PUBLIC UNLESS OTHERWISE NOTED.
6. ALL CONNECTIONS TO THE PUBLIC SEWERS SHALL BE CORE DRILLED.
7. THE STORMWATER DETENTION FACILITY AND PRIVATE STORM SEWERS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
8. AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, THE CONTRACTOR SHALL CONTACT THE WDM CONSTRUCTION DIVISION 'CLINT CARPENTER' (222-3480) TO OBTAIN APPLICABLE CITY PERMITS THAT MAY BE NECESSARY. IT IS IMPORTANT TO NOTE CITY APPROVAL OF THIS PLAN IS SUBJECT TO THE APPLICANT OBTAINING ALL NECESSARY EASEMENTS/AGREEMENTS AND APPLICABLE PERMITS.
9. ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
10. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.
11. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
12. PRIOR TO CONSTRUCTION ANY PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION, CONSTRUCTION PLANS FOR SAID IMPROVEMENTS NEED TO BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.
13. CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
14. CONTACT PERSON RESPONSIBLE FOR ENSURING MUD AND ROCK ARE CLEANED OFF THE STREETS IS: MATT DYKSTRA, MCANINCH CORP. PHONE: (515) 267-2500.
15. CONTACT PERSON FOR INSTALLATION, PERIODIC CHECKING, AND REINSTALLATION OF EROSION CONTROL MEASURES IS: JEFF PIZZETTI, PEZZETTI EROSION CONTROL PHONE: (515) 249-8211.

VICINITY MAP



WEST DES MOINES, 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.

LICENSED PROFESSIONAL ENGINEER JOSHUA A. TIEDEMAN 19228 IOWA

JOSHUA A. TIEDEMAN, P.E. DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1-2

PRELIMINARY NOT FOR CONSTRUCTION 2015

REVISIONS	DATE
FOURTH SUBMITTAL	05-20-15
THIRD SUBMITTAL	05-04-15
SECOND SUBMITTAL	04-06-15
FIRST SUBMITTAL	02-26-15

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410
ENGINEER: JAT TECH: MDM
CIVIL DESIGN ADVANTAGE
WEST DES MOINES, IOWA

GRAND VALLEY PLAT 1

PRELIMINARY PLAT

1/3

1312.492

FILE: H:\2013\1312492\DWG\13-2492-PRELIMINARY PLAT.DWG
FILE DATE: 6/20/13
PLOTTED BY: BOB GIBSON
DATE PLOTTED: 6/20/2013 9:06 AM
TEMPLATE: COMMON-ENG.

PRELIMINARY PLAT FOR:

GRAND VALLEY PLAT 1

WEST DES MOINES, IOWA

ADJACENT LOT OWNERS

SCENIC VALLEY PLAT 3

LOT #	PROPERTY OWNER
	JEFF P PEZZETTI
	JOSHUA J & TRACY R VAN WINKLE
15	JOSEPH S & JENNIFER L RICH
16	CHRISTIAN HARMS & MEGAN CHRISTIE
17	MOHAMED H RHEEM
18	JAMES D & VALARIE J MCFADDEN
19	JUSTIN W RUEGG & RYAN A PENNING
20	MISTY D CADY
21	GREGORY R & CYNTHIA L RAMSAY
22	CASEY COLLINS
23	JESTIN D & EMILY L HAUGH
24	LAURA CALVERT
25	TIM POWELL
26	JUDITH A RUSSELL
27	WILLIAM T & ANNA M KRAHL
28	WILLIAM R STUMP
29	
30	

THORNWOOD ADDITION

LOT #	PROPERTY OWNER
	STEPHEN D & SHIRLEY A SYMONDS
15	

THORNWOOD 2ND ADDITION

LOT #	PROPERTY OWNER
	INGRID GUTTIN
	BARBARA J & TERRY L GRAY
6	GARY D & DEBORAH D CREWS
7	FREDERICK A & LYNNE E BELL
8	
15	

OUTLOT NOTES

1. OUTLOTS J AND K ARE FOR BUFFER PARK AND ARE NO BUILD AREAS.
2. LOTS 10 THROUGH 20 SHALL NOT BE CONVEYED AS INDIVIDUAL LOTS. EACH LOT SHALL BE CONVEYED WITH A DESIGNATED OUTLOT AS FOLLOWS:
   - LOT 10 SHALL BE CONVEYED WITH OUTLOT L
   - LOT 11 SHALL BE CONVEYED WITH OUTLOT M
   - LOT 12 SHALL BE CONVEYED WITH OUTLOT N
   - LOT 13 SHALL BE CONVEYED WITH OUTLOT O
   - LOT 14 SHALL BE CONVEYED WITH OUTLOT P
   - LOT 15 SHALL BE CONVEYED WITH OUTLOT Q
   - LOT 16 SHALL BE CONVEYED WITH OUTLOT R
   - LOT 17 SHALL BE CONVEYED WITH OUTLOT S
   - LOT 18 SHALL BE CONVEYED WITH OUTLOT T
   - LOT 19 SHALL BE CONVEYED WITH OUTLOT U
   - LOT 20 SHALL BE CONVEYED WITH OUTLOT V
3. OUTLOT W IS FOR FUTURE SINGLE FAMILY DEVELOPMENT.
4. OUTLOTS X AND Y ARE FOR FUTURE SINGLE OR MULTI-FAMILY DEVELOPMENT.
5. OUTLOT Z IS FOR FUTURE MULTI-FAMILY DEVELOPMENT.

NOTES

1. NO STRUCTURES, INCLUDING SHEDS, PLAY STRUCTURES, DECKS, GAZEBOS, ETC. MAY BE LOCATED WITHIN A BUFFER PARK.
2. NO INDIVIDUAL RESIDENTIAL DRIVEWAY ACCESS TO 35TH STREET IS ALLOWED.
3. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DSM METRO DESIGN STANDARDS AND WDM ADDENDUMS.
4. ALL UTILITIES ARE PUBLIC UNLESS OTHERWISE NOTED.
5. ALL CONNECTIONS TO THE PUBLIC SEWERS SHALL BE CORE DRILLED.
6. THE STORMWATER DETENTION FACILITY AND PRIVATE STORM SEWERS WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
7. 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. IT IS IMPORTANT TO NOTE CITY APPROVAL OF THIS PLAN IS SUBJECT TO THE APPLICANT OBTAINING ALL NECESSARY EASEMENTS/AGREEMENTS AND APPLICABLE PERMITS.
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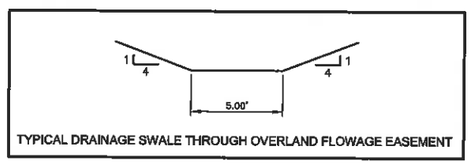
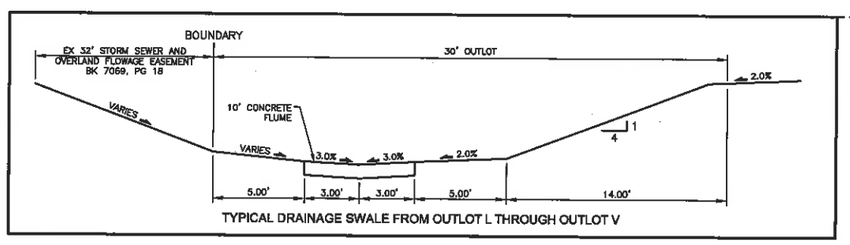
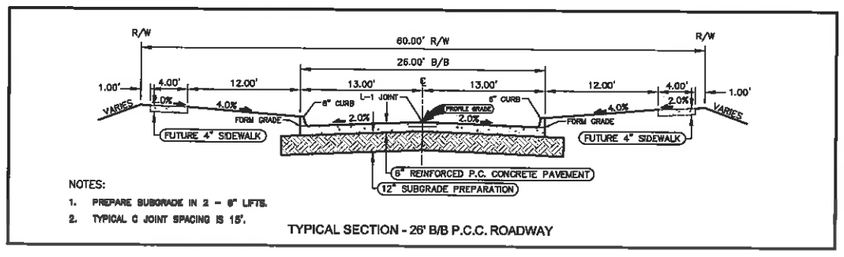
10. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
11. PRIOR TO CONSTRUCTION ANY PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION, CONSTRUCTION PLANS FOR SAID IMPROVEMENTS NEED TO BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.
12. CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
13. CONTACT PERSON RESPONSIBLE FOR ENSURING MUD AND ROCK ARE CLEANED OFF THE STREETS IS: MATT DYKSTRA, MCANINCH CORP. (515) 267-2500



TYPICAL DRAINAGE SWALE THROUGH OVERLAND FLOWAGE EASEMENT



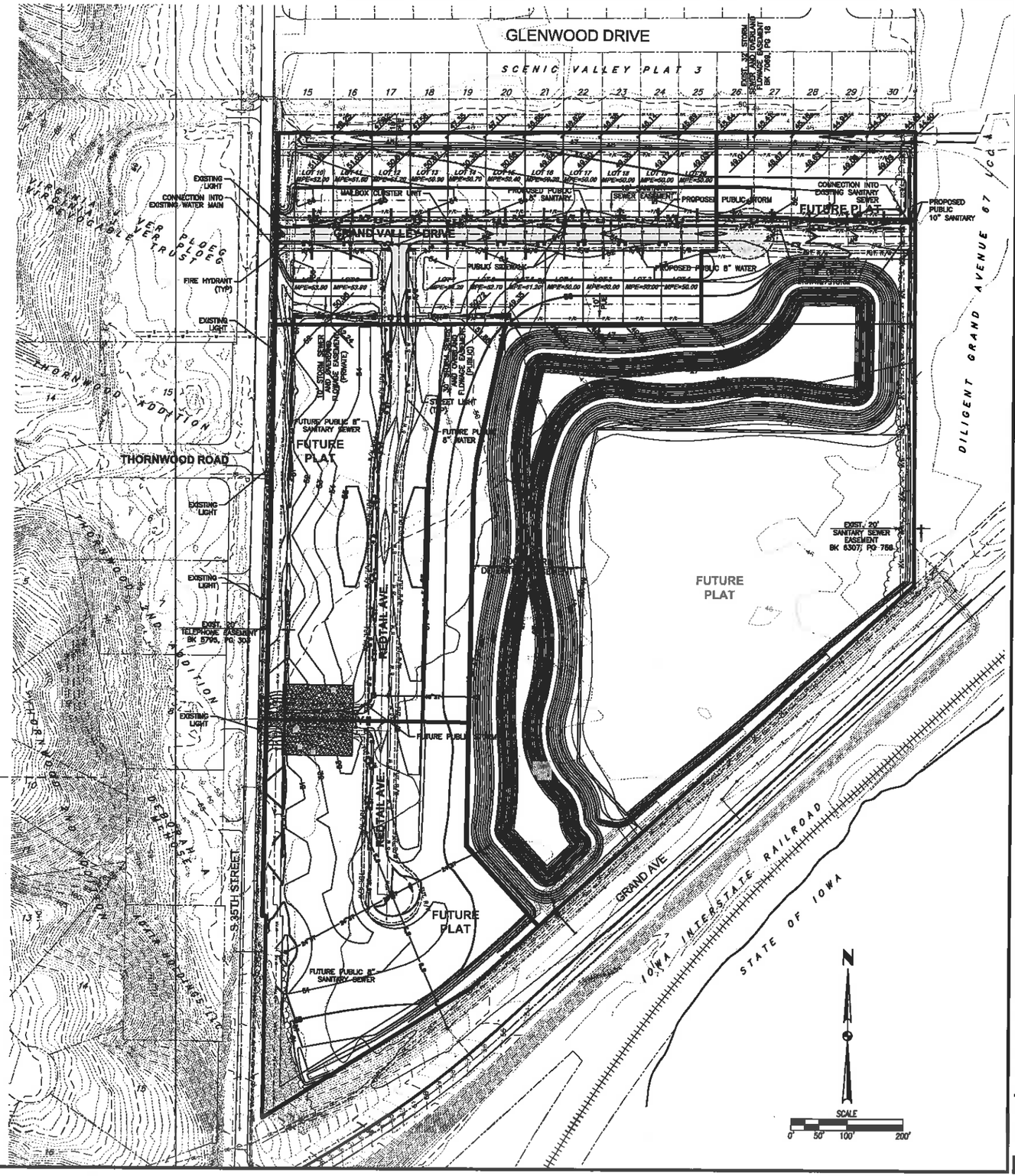
TYPICAL DRAINAGE SWALE FROM OUTLOT L THROUGH OUTLOT V



NOTES:

1. PREPARE SUBGRADE IN 2 - 6" LIFTS.
2. TYPICAL C JOINT SPACING IS 15'.

TYPICAL SECTION - 26' B/B P.C.C. ROADWAY



REVISIONS	DATE
FOURTH SUBMITTAL	05-20-15
THIRD SUBMITTAL	05-04-15
SECOND SUBMITTAL	04-06-15
FIRST SUBMITTAL	02-26-15

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410
ENGINEER: JAT TECH: MDM
CIVIL DESIGN ADVANTAGE

GRAND VALLEY PLAT 1

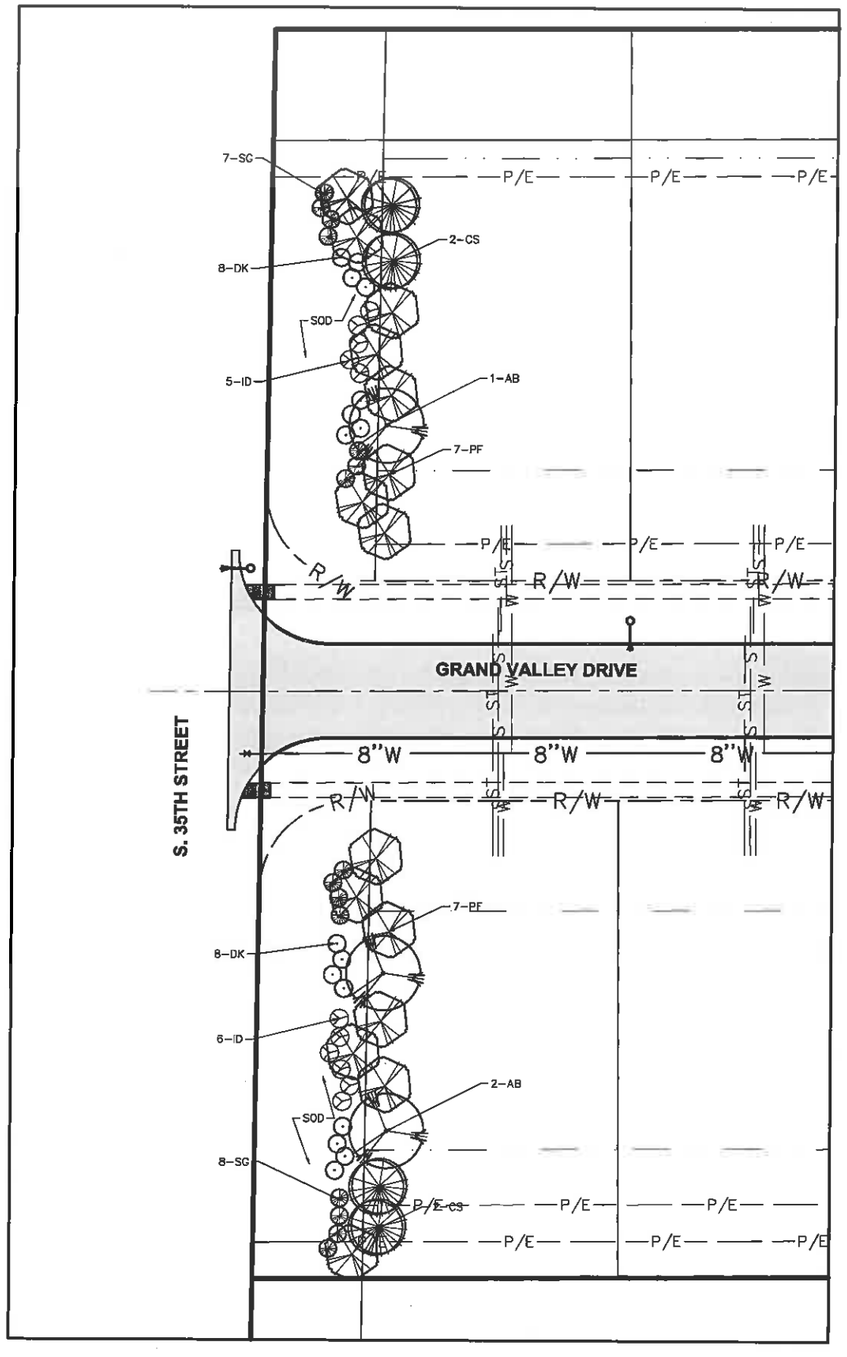
PRELIMINARY PLAT

WEST DES MOINES, IOWA

2/3

1312.492

FILE: H:\1312492\DRAWING\1312492-PRELIMINARY PLAT.DWG
FILE DATE: 5/28/15 LAYOUT: 2 COMMON
PLOTTED BY: MDM DATE PLOTTED: 5/28/2015 9:10 AM
PLOTTED IN: 1:1 TEST: ENG



30' BUFFER REQUIREMENTS (98th STREET)

- 1 OVERSTORY TREE OR EVERGREEN, 2 ORNAMENTAL TREES & 6 SHRUBS PER 35 LN. FT. OF BUFFER. (250 LN. FT.)
- 3' MINIMUM EARTH BERM (WAIVED)
- REQUIRED:
  OVERSTORY/ EVERGREEN TREES =7 ORNAMENTAL TREES =14
  SHRUBS =42
- PROVIDED:
  OVERSTORY/ EVERGREEN TREES =7 ORNAMENTAL TREES =14
  SHRUBS =42

PLANT SCHEDULE

CODE	QTY	OVERSTORY TREES		SIZE	COND
AB	3	AUTUMN BLAZE MAPLE	ACER RUBRUM 'AUTUMN BLAZE'	2" CAL	B&B

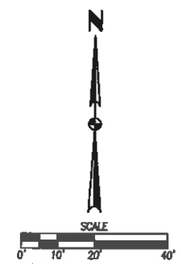
CODE	QTY	EVERGREEN TREES		SIZE	COND
CS	4	COLORADO GREEN SPRUCE	PICEA PUNGENS	6' HT.	B&B

CODE	QTY	ORNAMENTAL TREES		SIZE	COND
PF	14	PRAIRIE FIRE CRAB	MALUS X 'PRAIRIE FIRE'	1.5" CAL	B&B

CODE	QTY	SHRUBS		SIZE	COND
SG	15	SEA GREEN JUNIPER	JUNIPEROUS CHINENSIS 'SEA GREEN'	18" HT.	CONT
DK	16	DWARF KOREAN LILAC	SYRINGA MEYERI 'PALIBIN'	18" HT.	CONT
ID	11	IVORY HALO DOGWOOD	CORNUS ALBA	18" HT.	CONT

LANDSCAPE NOTES

1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. ALL CONSTRUCTION SHALL CONFORM TO THE MOST RECENT EDITION OF THE WEST DES MOINES STANDARDS FOR SUBDIVISIONS.
3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
5. SEED OR SOD ALL DISTURBED AREAS AS DIRECTED BY OWNER.
6. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
7. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
8. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3". ALL GROUPS OF MORE THAN ONE SHRUB SHALL BE MULCHED IN A CONTINUOUS BED, SEPARATED FROM TURF BY A 3" SPADE-CUT EDGE. MULCH AROUND ALL CONIFEROUS TREES SHALL BE A 10' DIAMETER CIRCLE. ALL EDGING SHALL BE SPADE-CUT EDGE.
9. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
10. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
11. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
13. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER FOR APPROVAL.
14. NO OVERSTORY TREES SHALL BE PLANTED IN ANY CITY OF WEST DES MOINES PUBLIC UTILITY EASEMENT.



REVISIONS	DATE
SECOND SUBMITTAL	04-06-15
FIRST SUBMITTAL	02-09-15

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410
ENGINEER: JAT TECH: MDM
CIVIL DESIGN ADVANTAGE

GRAND VALLEY PLAT 1
BUFFER LANDSCAPE PLAN
WEST DES MOINES, IOWA

3/3
1312.492

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE GRAND VALLEY PLAT 1 PRELIMINARY PLAT (PP-002624-2015) TO SUBDIVIDE THE PROPERTY INTO 20 SINGLE FAMILY LOTS, 17 OUTLOTS, AND 2 STREET LOT

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations, and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Engel Associates Inc., have requested approval for a Preliminary Plat (PP-002624-2015) for approximately 34.5 acre site located at the northeast corner of S. 35th Street and Grand Avenue;

Legal Description of Property

ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF GOVERNMENT LOT 4 IN SECTION 21, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN LYING EAST OF SOUTH 35TH STREET AND NORTH OF GRAND AVENUE, COMPRISING 36 ACRES MORE OR LESS, INCLUDED WITHIN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; EXCEPT THE NORTH 60 FEET THEREOF

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 May 26, 2015, the Plan and Zoning Commission did recommend to the City Council approval of the Grand Valley Plat 1 Preliminary Plat (PP-002624-2015);

WHEREAS, on, June 1, 2015, this City Council held a duly-noticed meeting to consider the application for Grand Valley Plat 1 Preliminary Plat (PP-002624-2015);

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

SECTION 1. The finding of consistency with the Comprehensive Plan as stated in the staff report, dated June 1, 2015, or as amended orally at the City Council hearing of June 1, 2015, are adopted.

SECTION 2. Grand Valley Plat 1 Preliminary Plat (PP-002624-2015) to subdivide the property into 20 single family lots, 17 outlots, and 2 street lot is approved, subject to compliance with all the conditions in the staff report, dated June 1, 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 on June 1, 2015.

_____
Steven K. Gaer
Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on June 1, 2015, by the following vote:

ATTEST:

_____
Ryan T. Jacobson
City Clerk

Exhibit A
CONDITIONS OF APPROVAL

1. Prior to initiation of any site activity, including grading, the applicant providing final drawings which addresses staff comments.

2. Prior to any grading or site work, a copy of the Storm Water NPDES General Permit No. 2, authorized by the Iowa Department of Natural Resources, shall be submitted to either the Chief Building Official rod.vangenderen@wdm.iowa.gov or the assigned planning case advisor (facsimile to 515-273-0602).

3. The applicant executing appropriate legal documents requiring the sale of the associated outlot adjacent to lots 10 through 20 with the main dwelling lot, restricting the sale of the main lot separate from the outlot, and binding responsibilities for maintenance to the associated lot or an established association.

4. The applicant including a note on the Final Plat indicating that no structures which could impact storm water management measures of the outlot or impede water flow/drainage, including but not limited to, sheds, gazebos, solid fences, and play structures, be located within the outlot.

5. The applicant receiving City approval of Public Improvement Construction Plans for all public improvements prior to initiation of construction. Additionally, the applicant acknowledging that public improvements must be constructed and accepted by the city prior to issuance of any occupancy permits, including temporary occupancy permits for any dwelling within the plat.

6. The applicant acknowledging that the outlots indicated for future development will need to be replatted through the City's Preliminary and Final Plat Subdivision process prior to development of any kind, including grading activities. Applicant acknowledging that the associated Final Plat 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 plat.

7. Applicant providing suitable access roads to the satisfaction of the City's Fire Marshal prior to issuance of any building permits for above ground construction.

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

Date: June 1, 2015

ITEM: West Lakes Office Park Plat 14, Southwest corner of University Avenue and 71st Street – Plat property into two lots for commercial development, two street lots and one outlot for detention– Hy-Vee, Inc. – PP-002592-2015

RESOLUTION: Approval of Preliminary Plat

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Hy-Vee Inc., is requesting approval of a Preliminary Plat for approximately 20.9 acres located at the southwest corner of University Avenue and 71st Street. The applicant proposes to plat the property into two (2) lots for commercial development, two (2) street lots to be dedicated to the City and one (1) outlot for storm water detention.

Plan and Zoning Commission Action:
Vote: 7-0 approval
Date: May 26, 2015
Motion: Adopt a resolution recommending the City Council approve the Preliminary Plat Request

OUTSTANDING ISSUES: There are no outstanding issues. The applicant has stated that they are in agreement with all of staff's recommendations and conditions. 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 & Planning: February 12, 2015*
- Staff Review and Comments
- Comprehensive Plan Consistency
- Findings
- Staff Recommendations and Conditions of Approval
- 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 the West Lakes Office Park Plat 14 Preliminary Plat to allow a platting of two lots for commercial development, two street lots and one outlot for detention, subject to the applicant meeting all City Code requirements and the following:

1. Prior to initiation of any site activity, including grading, the applicant provide final drawings which addresses staff comments.

2. Applicant acknowledging that the associated Final Plat 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 plat.

3. Applicant providing suitable access roads to the satisfaction of the City's Fire Marshal prior to issuance of any building permits for above ground construction.

Lead Staff Member: J. Bradley Munford

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	JBW
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	not requried	
Date(s) Published	n/a	
Letter sent to surrounding property owners		n/a

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	*2/12/2015*		
Recommendation	Yes ☒	No ☐	Split ☐

ATTACHMENTS:

Exhibit I - Plan and Zoning Commission Communication
- Attachment A - Commission Resolution
  - Exhibit A - Conditions of Approval
- Attachment B - Location Map
- Attachment C - Preliminary Plat

Exhibit II - City Council Resolution

EXHIBIT I

CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION

Meeting Date: May 26, 2015

Item: West Lakes Office Park Plat 14 , Southwest corner of University Avenue and 71st Street – Plat property into two lots for commercial development, two street lots and one outlot for detention– Hy-Vee, Inc. – PP-002592-2015

Requested Action: Approval of Preliminary Plat

Case Advisor: J. Bradley Munford

Applicant's Request: The applicant, Hy-Vee Inc., is requesting approval of a Preliminary Plat for approximately 20.9 acres located at the southwest corner of University Avenue and 71st Street. The applicant proposes to plat the property into two (2) lots for commercial development, two (2) street lots to be dedicated to the City and one (1) outlot for storm water detention.

History: The property was annexed into the city in 1989 as a part of the West 74th Street Annexation. The land was platted in 1992 as West Lakes Plat 3. In 2000 the Hy-Vee store was built. In 2004 the property was re-platted as West Lakes Plat 8 to create 2 commercial outlots on the northwest corner of the site. Those lots have since been developed with a carwash and convenience store.

City Council Subcommittee: West Lakes Office Park Plat 14 was presented to the Development and Planning Subcommittee at its February 12, 2015 meeting. The Subcommittee was supportive of the development.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues.

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.

Findings: This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that 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.

2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.

3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.

4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.

5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.

6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

Staff Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the West Lakes Office Park Plat 14 Preliminary Plat to create two (2) lots for commercial development, two (2) street lots and one (1) outlot for storm water detention, subject to the applicant meeting all City Code requirements and the following:

1. Prior to initiation of any site activity, including grading, the applicant provide final drawings which addresses staff comments.

2. Applicant acknowledging that the associated Final Plat 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 plat.

3. Applicant providing suitable access roads to the satisfaction of the City's Fire Marshal prior to issuance of any building permits for above ground construction.

Applicant:

Hy-Vee, Inc.
John Brehm
5820 Westown Parkway
West Des Moines, Iowa 50266
JBrehm@hy-vee.com

Applicant Representative:

Civil Engineering Consultants, Inc.
Edward H. Arp
2400 86th Street, Unit 12
Des Moines, IA 50322
arp@ceclac.com

ATTACHMENTS:

Attachment A	-	Plan and Zoning Commission Resolution
Exhibit A	-	Conditions of Approval
Attachment B	-	Location Map
Attachment C	-	Preliminary Plat

ATTACHMENT A

RESOLUTION NO. PZC-15-037

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE WEST LAKES OFFICE PARK PLAT 14 PRELIMINARY PLAT TO SUBDIVIDE THE PROPERTY INTO TWO LOTS FOR COMMERCIAL DEVELOPMENT, TWO STREET LOTS AND ONE OUTLOT FOR STORM WATER DETENTION

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Hy-Vee, Inc., has requested approval for Preliminary Plat (PP-002592-2015) to create two (2) lots for commercial development, two (2) street lots for dedication to the City, and one (1) outlot for storm water detention on the 20.9 acre site located at the southwest corner of University Avenue and 71st Street;

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 May 26, 2015, this Commission held a duly-noticed public meeting to consider the application for West Lakes Office Park Plat 14 Preliminary Plat (PP-002592-2015);

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 or as amended orally at the Plan and Zoning Commission meeting are adopted.

SECTION 2. Preliminary Plat (PP-002592-2015) to subdivide the property two (2) lots for commercial development, two (2) street lots and one (1) outlot for storm water detention, is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report including conditions added at the meeting, and attached hereto as Exhibit "A." Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on May 26, 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 May 26, 2015, by the following vote:

AYES: Andersen, Brown, Costa, Crowley, Erickson, Hatfield, Southworth
NAYS: -0-
ABSTENTIONS: -0-
ABSENT: -0-

ATTEST:

Recording Secretary

S:___Development Projects\West Lakes Office Park\West Lakes Plat 14\Preliminary Plat 2015\PP-002592-2015_SR_ West Lakes Office Park Plat 14_05-26-2015_PZ.Docx

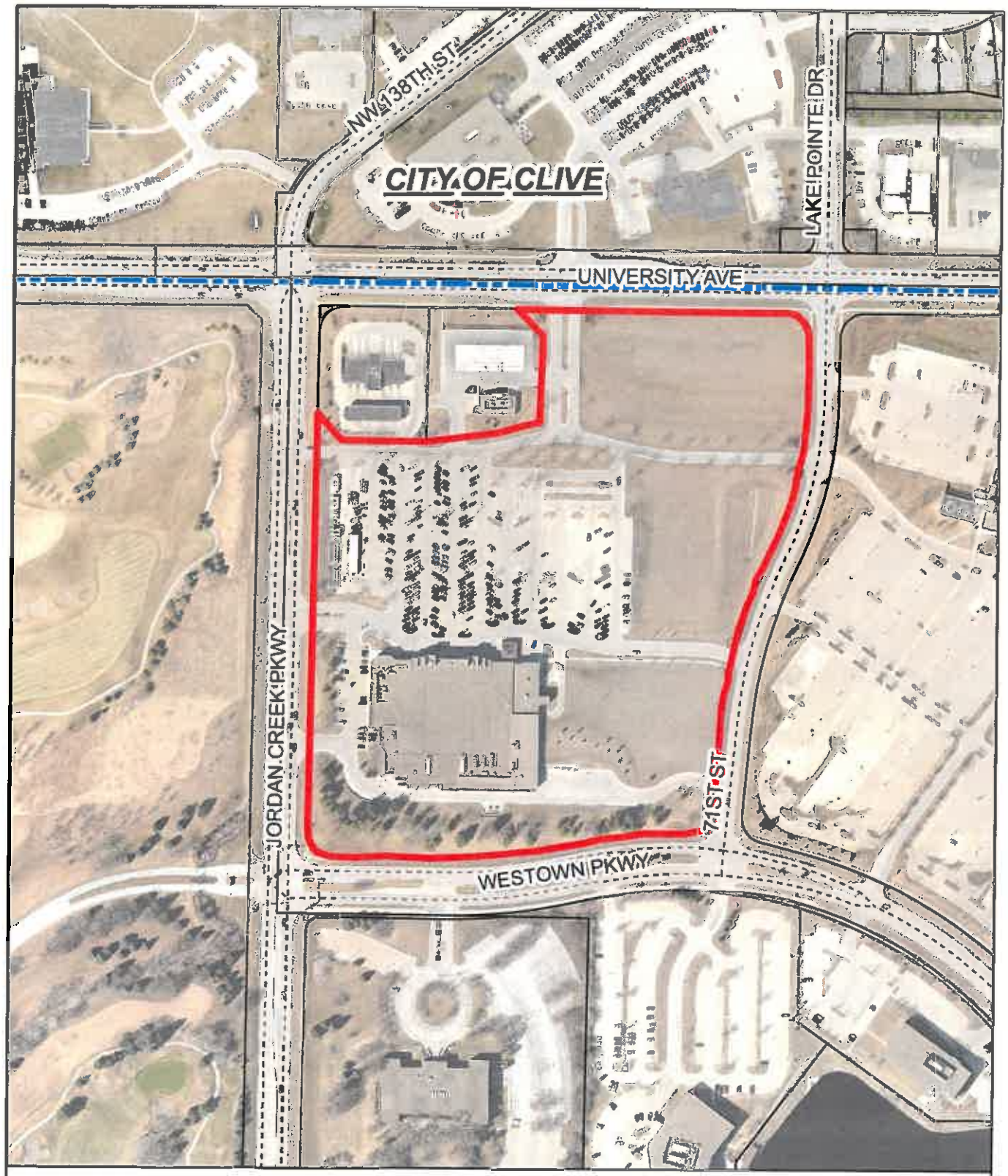
Exhibit A
CONDITIONS OF APPROVAL

1. Prior to initiation of any site activity, including grading, the applicant provide final drawings which addresses staff comments.

2. Applicant acknowledging that the associated Final Plat 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 plat.

3. Applicant providing suitable access roads to the satisfaction of the City's Fire Marshal prior to issuance of any building permits for above ground construction.

ATTACHMENT B



West Lakes
Office Park Plat 14

N

S:___Development Projects\West Lakes Office Park\West Lakes Plat 14\Preliminary Plat 2015\PP-002592-2015_SR_ West Lakes Office Park Plat 14_05-26-2015_PZ.Docx

ATTACHMENT C

PRELIMINARY PLAT
OF
WEST LAKES OFFICE PARK PLAT 14
WEST DES MOINES, IOWA

CURVE DATA (M.)

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	90°00'00"	50.00'	78.54'	50.00'	70.71'	S45°15'08"E
C2	25°15'04"	745.00'	328.35'	166.88'	325.70'	S12°22'27"W
C3	20°38'54"	1075.00'	385.85'	195.02'	383.78'	S14°45'03"W
C4	85°25'04"	50.00'	74.54'	46.15'	67.83'	S47°08'38"W
C5	13°51'10"	1010.00'	244.19'	122.69'	243.60'	S82°55'35"W
C6	14°00'00"	1083.62'	264.78'	133.05'	264.12'	S83°00'00"W
C7	90°00'00"	50.00'	78.54'	50.00'	70.71'	N45°00'00"W
C8	14°08'54"	472.50'	116.69'	58.64'	116.39'	N82°40'29"E
C9	4°14'46"	327.50'	24.27'	12.14'	24.27'	N77°43'16"E
C10	79°50'39"	10.00'	13.94'	8.37'	12.83'	N39°55'20"E
C11	90°00'00"	50.00'	78.54'	50.00'	70.71'	S45°15'08"E
C12	8°52'58"	745.00'	115.48'	57.86'	115.37'	S04°11'19"W
C13	1°57'04"	745.00'	25.37'	12.69'	25.37'	S09°36'11"W
C14	14°25'11"	745.00'	187.50'	94.25'	187.00'	S17°47'25"W
C15	11°28'10"	1075.00'	215.19'	107.96'	214.83'	S19°13'35"W
C16	9°05'45"	1075.00'	170.66'	85.51'	170.48'	S08°58'38"W
C17	90°00'00"	50.00'	78.54'	50.00'	70.71'	N45°00'00"W
C18	13°12'04"	465.00'	107.15'	53.81'	106.91'	S83°34'38"E
C19	76°58'53"	21.00'	28.22'	16.70'	26.14'	S38°29'21"E

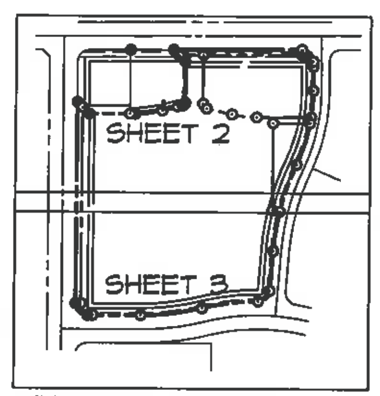
CURVE DATA (P.)

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	90°00'00"	50.00'	78.54'	50.00'	70.71'	S45°15'08"E
C2	25°15'07"	745.00'	328.35'	166.88'	325.69'	S12°22'26"W
C3	20°33'54"	1075.00'	385.85'	195.02'	383.78'	S14°45'04"W
C4	85°25'18"	50.00'	74.54'	46.15'	67.83'	S47°08'38"W
C5	13°52'14"	1010.00'	244.51'	122.86'	243.91'	S82°55'03"W
C6	14°00'00"	1083.62'	264.71'	133.05'	264.12'	S83°00'00"W
C7	90°00'04"	50.00'	78.54'	50.00'	70.71'	N45°00'00"W
C8	14°08'54"	472.50'	116.69'	58.64'	116.39'	N82°40'29"E
C9	4°14'46"	327.50'	24.27'	12.14'	24.27'	N77°43'16"E
C10	79°50'39"	10.00'	13.94'	8.57'	12.83'	N39°55'20"E

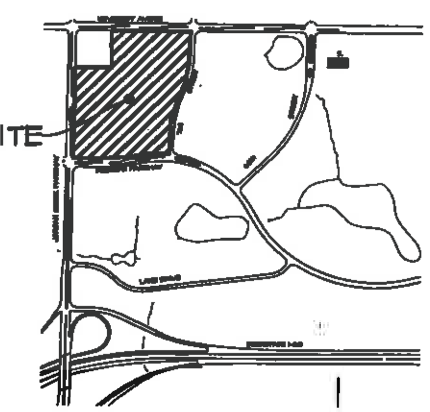
LEGEND

- FOUND CORNERS (5/8" I.R. W/YELLOW CAP #1844 UNLESS OTHERWISE NOTED)
- SET PROPERTY CORNER (5/8" I.R. W/BLUE CAP #18381 UNLESS OTHERWISE NOTED)
- CONTROL POINTS BY CIVIL ENGINEERING CONSULTANTS
- PROPERTY BOUNDARY
- LOT LINES
- ORIGINAL PLATTED LOT LINES
- EASEMENT LINE
- BUILDING & PARKING SETBACK LINES
- BACK OF PORTLAND CEMENT CONCRETE (P.C.C.) CURB & EDGE OF PORTLAND CEMENT CONCRETE SLAB
- GUTTER
- RETAINING WALLS
- CENTERLINE STREET
- SIDEWALK
- 2.5' TALL WOOD GUARD RAIL
- -OHW^X- OVERHEAD WIRES (X = NUMBER OF WIRES)
- -UGFO- UNDERGROUND FIBER OPTIC LINES
- -ST^XX- STORM SEWER AND SIZE
- -SAN^XX- SANITARY SEWER AND SIZE
- -W^XX- WATER MAIN AND SIZE
- -G^XX- GAS MAIN AND SIZE
- -UGE- UNDERGROUND ELECTRIC
- -CATV- UNDERGROUND CABLE TELEVISION LINE
- -UGT- UNDERGROUND TELEPHONE LINE
- EXISTING BUILDING
- BACK OF CURB INTAKE
- AREA INTAKE
- MANHOLE
- STORM SEWER FLARED END SECTION
- ROOF DRAIN DOWNSPOUT
- BOLLARD
- IRRIGATION SYSTEM CONTROL VALVE BOX
- TELEPHONE RISER
- ELECTRIC BOX
- ELECTRIC METER
- TRANSFORMER
- WOOD POWER POLE WITH STREET LIGHT
- POWER POLE
- METAL LIGHT POLE
- GUYWIRE ANCHOR
- FIRE HYDRANT
- WATER MAIN GATE VALVE
- WATER MAIN STOP BOX VALVE
- NATURAL GAS METER OR REGULATOR
- AIR CONDITIONING UNIT
- TRAFFIC SIGN
- D. DEEDED BEARING & DISTANCE
- P. PREVIOUSLY RECORDED BEARING & DISTANCE
- M. MEASURED BEARING & DISTANCE
- MAPS UTILITY LOCATIONS FROM MAPS PROVIDED BY IOWA ONE-CALL SERVICE
- PLANS UTILITY LOCATIONS FROM PREVIOUS CONSTRUCTION DRAWINGS
- P.C.C. PORTLAND CEMENT CONCRETE
- ADA PARKING STALL
- MAJOR CONTOUR INTERVALS
- MINOR CONTOUR INTERVALS
- I.R. IRON ROD
- I.P. IRON PIPE
- R.O.W. RIGHT-OF-WAY
- BK. XXX, PG. XXX COUNTY RECORDER'S INDEXING BOOK
- P.U.E. PUBLIC UTILITY EASEMENT
- W.L.O.P. PLAT 8 WEST LAKES OFFICE PARK PLAT 8
- FFE FINISHED FLOOR ELEVATION
- B/B BACK OF CURB TO BACK OF CURB
- ADA AMERICANS WITH DISABILITIES ACT ITEM
- (777) STREET ADDRESS
- FULL ACCESS FROM PUBLIC STREET

IOWA ONE CALL 1-800-292-8989



SHEET INDEX DRAWING

THIS SITE

VICINITY SKETCH

NOTES

1. ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH THE WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
2. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO BUILDING CONSTRUCTION.
3. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
4. CONTACT BUILDING INSPECTION (515-222-3650) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND THE CITY'S CROSS CONNECTION CONTROL/CONTAINMENT PROVISION.
6. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY(IES) FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1297, 54-1998. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH RENTERIEA, ENGINEERING TECHNICIAN (515-222-3465) A MINIMUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.
7. DESIGNATED BUFFERS SHALL BE LABELED AS A "NO BUILD AREA".
8. THE FINAL LOCATION OF LANDSCAPE BUFFERS WILL BE DETERMINED AT THE TIME OF PLATTING AND SITE PLAN SUBMITTALS. BUFFERS SHOULD BE ANTICIPATED ADJACENT TO ALL PUBLIC STREETS BOUNDING OR WITHIN THE DEVELOPMENT AND ALONG PROPERTY BOUNDARIES ADJOINING A LOWER INTENSE USE (DENSITY).
9. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE WEST DES MOINES STANDARD CONSTRUCTION SPECIFICATIONS FOR SUBDIVISIONS, DSM METRO DESIGN STANDARDS AND WDM ADDENDUMS.
10. 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 CLINT CARPENTER (222-3480) AT THE WDM CONSTRUCTION DIVISION TO OBTAIN APPLICABLE CITY PERMITS THAT MAY BE NECESSARY. IT IS IMPORTANT TO NOTE CITY APPROVAL OF THIS PLAN IS SUBJECT TO THE APPLICANT OBTAINING ALL NECESSARY EASEMENTS/AGREEMENTS AND APPLICABLE PERMITS.
11. STORM WATER DETENTION FOR LOT 2 SHALL BE PROVIDED WITHIN LOT 2 AS PART OF THE SITE PLAN APPROVAL PROCESS AS DEFINED BY THE CITY OF WEST DES MOINES.

SURVEY NOTES

1. THE BEARINGS SHOWN ON THIS FINAL PLAT ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF JORDAN CREEK PARKWAY HAVING A BEARING OF N00°00'00"W.
2. THE UNADJUSTED ERROR OF CLOSURE IS NOT GREATER THAN 1:10000 FOR SUBDIVISION BOUNDARIES AND IS NOT GREATER THAN 1:5000 FOR INDIVIDUAL LOTS.
3. LOTS 'A' & 'B' ARE TO BE DEDICATED TO THE CITY FOR STREET PURPOSES.
4. THIS PARCEL MAY BE SUBJECT TO EASEMENTS OF RECORD. NO TITLE WORK WAS PERFORMED BY THIS SURVEYOR.

BULK REGULATIONS: SUPPORT COMMERCIAL

MINIMUM LOT AREA (SF)		60000	
MINIMUM SETBACK (FT)			
	FRONT YARD	100	
	REAR YARD	50	***
	SIDE YARD	50	***
MINIMUM LOT WIDTH (FEET)		50	
MAXIMUM HEIGHT (FEET)		36	****
OPEN SPACE (MINIMUM PERCENTAGE)		25	

*** SETBACK OF ZERO FEET (0') ALLOWED IF THE PROPERTY ABUTS A SIMILAR DISTRICT.
**** ADDITIONAL TWELVE FEET (12') OF HEIGHT ALLOWED FOR EACH ADDITIONAL TEN FEET (10') OF SETBACK.

BULK REGULATIONS: WEST LAKES PUD (PARCEL 'A' & 'B')

MINIMUM SETBACK (FT)		
	FRONT BUILDING	50
	FRONT PARKING	50
	SIDE YARD	0
MAXIMUM HEIGHT (FEET)		PCP USE MAY EXCEED 35'

DRAWING INDEX

SHEET #	SHEET TITLE
1	PRELIMINARY PLAT - COVER
2	PRELIMINARY PLAT - NORTH HALF
3	PRELIMINARY PLAT - SOUTH HALF

PROPERTY OWNER/APPLICANT:
HY-VEE, INC
5820 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

PROPERTY ADDRESS:
WEST LAKES HY-VEE - WDM #3
1725 JORDAN CREEK PARKWAY
WEST DES MOINES, IA 50266
PHONE: 515-226-8755

PREPARED FOR:
HY-VEE ENGINEERING
ATTN: JOHN BREHM
5820 WESTOWN PARKWAY
WEST DES MOINES, IA 50266
PHONE: 515-458-2745
FAX: 515-267-2955
EMAIL: JBREHM@HY-VEE.COM

LEGAL DESCRIPTION
LOT 1, WEST LAKES OFFICE PARK PLAT 8, AN OFFICIAL PLAT RECORDED IN BOOK 1994, PAGE 11888 AT THE DALLAS COUNTY RECORDER'S OFFICE, CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

FLOOD ZONE DESIGNATION
THE DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION 'X' BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 19025C0002C REVISED ON FEB. 16, 2006

LAND AREA
411,594 SQUARE FEET
20.19 ACRES

COMPREHENSIVE PLAN LAND USE
EXISTING - SC: SUPPORT COMMERCIAL
PROPOSED - SC: SUPPORT COMMERCIAL

ZONING
PUD - WEST LAKES PUD (BOOK 1998, PAGE 11550)
SETBACKS AND REQUIREMENTS ARE PER THE APPROVED PUD DEVELOPMENT PLAN.

BENCHMARK
WEST DES MOINES BENCHMARK #21
CITY OF WEST DES MOINES STANDARD BENCHMARK AT THE INTERSECTION OF JORDAN CREEK PARKWAY AND THE NORTH RAMP OF I-80, NORTHEAST CORNER OF INTERSECTION, 43 FEET WEST OF THE SOUTHEAST RIGHT-OF-WAY FENCE CORNER, 125 FEET EAST OF CENTERLINE OF JORDAN CREEK PARKWAY, IN PIPE/TUBE, APPROX. 1.5 FEET DEEP

NAVD88 = 914.16
WDM DATUM = 205.73

WEST DES MOINES BENCHMARK #47
CITY OF WEST DES MOINES STANDARD BENCHMARK AT THE INTERSECTION OF UNIVERSITY AVENUE AND JORDAN CREEK PARKWAY, SOUTHEAST CORNER OF INTERSECTION, 54.5 FEET EAST OF THE CENTERLINE OF JORDAN CREEK PARKWAY, 200 FEET SOUTH OF THE CENTERLINE OF UNIVERSITY AVENUE.

NAVD88 = 912.84
WDM DATUM = 148.83

UTILITY SERVICE PROVIDERS

ELECTRIC & NATURAL GAS
MIDAMERICAN ENERGY COMPANY
P.O. BOX 657
DES MOINES, IA 50306-0657
PHONE: 1-800-329-6261
WEB: WWW.MIDAMERICANENERGY.COM
NORMAN TRENTMANN
PHONE: 515-252-6621
EMAIL: NETRENTMANN@MIDAMERICAN.COM

SANITARY & STORM SEWER SYSTEMS
CITY OF WEST DES MOINES
WEST DES MOINES PUBLIC WORKS
KEVIN L. TREVILLYAN
PHONE : 515-273-0658
EMAIL : KTREVILLYAN@WDMIA.COM

POTABLE WATER
WEST DES MOINES WATER WORKS
ATTN: GENERAL OFFICE AND CUSTOMER SERVICE.
4200 MILLS CIVIC PARKWAY, SUITE 1D
PHONE: (515) 222-3460
FAX (515) 222-3518
E-MAIL: WATERWORKS@WDMWW.COM

TELECOMMUNICATIONS & INTERNET SERVICE PROVIDERS
HICKORY TECH
ATTN: CHAD FRY
PHONE : 712-476-2121
EMAIL : CHAD.FRY@HICKORYTECH.COM

(MU) PAETEC (FORMERLY MCLEODUSA)
ATTN: STEVEN GRITMAN
PHONE : 319-790-7510
EMAIL : STEVEN.GRITMAN@PAETEC.CO

MEDIACOM (DES MOINES)
ATTN: PAUL MAY
PHONE : 515-246-2252 OFFICE
515-554-2648 CELL
EMAIL : PMAY@MEDIACOMCC.COM

QWEST LOCAL NET
ATTN : STEVEN PARKER
PHONE : 507-285-2355 OFFICE
507-285-3364 FAX
EMAIL : STEVEN.PARKER4@QWEST.COM

PRIVATE FIBER OPTIC LINE
WELLS FARGO HOME MORTGAGE
ATTN: LEE ROSE
PHONE : 515 288-6774
EMAIL : LROSE@BAKERELECTRIC.COM

CERTIFICATION

PROFESSIONAL LAND SURVEYOR JEFFREY A. GADDIS 18381 IOWA

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.

JEFFREY A. GADDIS, IOWA LICENSE NO. 18381 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 - 3

CEC
Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com

DATE:	JAN. 21, 2015	REVISIONS	COMMENTS
		1	
		2	
		3	
DATE OF SURVEY:	NOV. 12, 2014	4	
DESIGNED BY:	ARP	5	
DRAWN BY:	JAG	6	

WEST LAKES OFFICE PARK PLAT 14
WEST DES MOINES, IOWA
PRELIMINARY PLAT - COVER

SHEET 1 OF 3
A-1684

CEC
Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . Fax: 515.276.7084 . mail@ceciac.com

DATE:	REVISIONS	COMMENTS
JAN. 21, 2015	1	
	2	
	3	
	4	
	5	
	6	

DATE OF SURVEY: NOV. 12, 2014
DESIGNED BY: ARP
DRAWN BY: JNS

WEST LAKES OFFICE PARK PLAT 14

WEST DES MOINES, IOWA

PRELIMINARY PLAT - NORTH HALF

SHEET 2 OF 3

A-1664

Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . Fax: 515.276.7084 . mail@cciiac.com

CEC

DATE:	REVISIONS	COMMENTS
JAN. 21, 2015	1	
	2	
	3	
	4	
	5	
	6	
DATE OF SURVEY: NOV. 12, 2014		
DESIGNED BY:	ARP	
DRAWN BY:	JAG	

WEST LAKES OFFICE PARK PLAT 14

WEST DES MOINES, IOWA

PRELIMINARY PLAT - SOUTH HALF

SHEET 3 OF 9

A-1684

EXHIBIT II

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING THE WEST LAKES OFFICE PARK PLAT 14 PRELIMINARY PLAT (PP-002592-2015) TO SUBDIVIDE THE PROPERTY INTO TWO LOTS FOR COMMERCIAL DEVELOPMENT, TWO STREET LOTS AND ONE OUTLOT FOR STORM WATER DETENTION

WHEREAS, pursuant to the provisions of Title 10, Subdivision Regulations, and Title 9, Zoning Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Hy-Vee, Inc., have requested approval for a Preliminary Plat (PP-002592-2015) for an approximately 20.9 acre site located at the southwest corner of University Avenue and 71st Street;

Legal Description of Property

LOT 1, WEST LAKES OFFICE PARK PLAT 8, AN OFFICIAL PLAT RECORDED IN BOOK 1999, PAGE 11886 AT THE DALLAS COUNTY RECORDER'S OFFICE, CITY OF WEST DES MOINES, DALLAS 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 May 26, 2015, the Plan and Zoning Commission did recommend to the City Council approval of the West Lakes Office Park Plat 14 Preliminary Plat (PP-002592-2015);

WHEREAS, on, June 1, 2015, this City Council held a duly-noticed meeting to consider the application for West Lakes Office Park Plat 14 Preliminary Plat (PP-002592-2015);

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

SECTION 1. The finding of consistency with the Comprehensive Plan as stated in the staff report, dated June 1, 2015, or as amended orally at the City Council hearing of June 1, 2015, are adopted.

SECTION 2. West Lakes Office Park Plat 14 Preliminary Plat (PP-002592-2015) to subdivide the property into two (2) lots for commercial development, two (2) street lots and one (1) outlot for storm water detention is approved, subject to compliance with all the conditions in the staff report, dated June 1, 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 on June 1, 2015.

_____
Steven K. Gaer
Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on June 1, 2015, by the following vote:

ATTEST:

_____
Ryan T. Jacobson
City Clerk

Exhibit A
CONDITIONS OF APPROVAL

1. Prior to initiation of any site activity, including grading, the applicant provide final drawings which addresses staff comments.

2. Applicant acknowledging that the associated Final Plat 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 plat.

3. Applicant providing suitable access roads to the satisfaction of the City's Fire Marshal prior to issuance of any building permits for above ground construction.

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

Date: June 1, 2015

ITEM: Platinum Pointe Townhomes (fka Whisper Ridge Townhomes), Southwest corner of Bridgewood Boulevard and S. 88th Street – Subdivide the property into 66 postage stamp lots, 2 street lots and 1 outlot for common use and storm water detention and allow the construction of a 66-unit attached townhome development – Hale Development Company, LLC – PP-002567-2014/SP-002568-2014

ORDINANCE: Approval of Preliminary Plat and Site Plan

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Hale Development Company, LLC is requesting approval of a 13.3 acre Preliminary Plat to create 66 postage stamp lots, 2 street lots and 1 outlot for common use and storm water detention. The applicant is also seeking approval of a Site Plan to allow construction of 66 townhomes and associated site improvements.

Plan and Zoning Commission Action:
Vote: 7-0 approval.
Date: May 26, 2015
Motion: Adopt a resolution recommending the City Council approve the Preliminary Plat and Site Plan

Plan and Zoning Discussion:
During the Plan and Zoning Commission meeting the applicant expressed concern about the wording of proposed Condition of Approval number three. The condition inaccurately required the lot line to be five feet (5') from the closest element on the building, however, the PUD requires the lot line to be five feet (5') from the building foundation. The condition as it was worded would not accommodate roof eaves to protrude farther than the foundation and still provide the 5 foot distance to the property line. The PUD language was confirmed and the conditions of approval modified to address the intent to maintain 15 foot separation between foundation of buildings and 5 feet of open space between closest elements of adjacent buildings. The Commission modified the condition so that it would match the language in the PUD and the change to the condition is noted below.

OUTSTANDING ISSUES: There are no 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 & Planning*: *4/9/2015*
- Staff Review and Comments
  - *Architecture*
  - *Adjacent Streets*
- Comprehensive Plan Consistency
- Findings
- Staff Recommendations and Conditions of Approval
- 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 Platinum Pointe Townhomes Preliminary Plat and Site Plan, subject to the applicant meeting all City Code requirements and the following conditions of approval:

1. The applicant agreeing to implement enhanced architecture on those building facades that have been identified to be highly visible.

2. The applicant agreeing to vary the design, style and colors of adjacent units so as to avoid duplication of same units adjacent to one another.

3. ~~In compliance with the PUD, a minimum of five feet (5') as measured from the lot line of the postage stamp lot to the closest element of the dwelling building, including roof overhangs, bump-outs, bay windows, etc. shall be provided; and~~ *In compliance with the PUD, 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.* (Condition modified by the Plan and Zoning Commission at the meeting.)

4. The applicant acknowledging that the public improvements associated with the adjacent streets (S88th Street and Rockwood Lane/Coachlight Drive), as well as public sidewalks and streetlights, will need to be completed prior to the issuance of any Final Occupancy permits.

Lead Staff Member: J. Bradley Munford

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	not requried	
Date(s) Published	N/A	
Letter sent to surrounding property owners		N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	4/9/2015		
Recommendation	Yes ☒	No ☐	Split ☐

ATTACHMENTS:

Exhibit I - Plan and Zoning Commission Communication
- Attachment A - Commission Resolution
  - Exhibit A Conditions of Approval
- Attachment B - Location Map
- Attachment C - Preliminary Plat
- Attachment D - Architecture concepts

Exhibit II - City Council Resolution
- Exhibit A - Conditions of Approval

EXHIBIT I

CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION

Meeting Date: May 26, 2015

Item: Platinum Pointe Townhomes (fka Whisper Ridge Townhomes), Southwest corner of Bridgewood Boulevard and S. 88th Street – Subdivide the property into 66 postage stamp lots, 2 street lots and 1 outlot for common use and storm water detention and allow the construction of a 66-unit attached townhome development – Hale Development Company, LLC – PP-002567-2014/SP-002568-2014

Requested Action: Approval of Preliminary Plat and Site Plan

Case Advisor: J. Bradley Munford

Applicant's Request: The applicant, Hale Development Company, LLC is requesting approval of a 13.3 acre Preliminary Plat to create 66 postage stamp lots, 2 street lots and 1 outlot for common use and storm water detention. The applicant is also seeking approval of a Site Plan to allow construction of 66 townhomes and associated site improvements.

History: The property was annexed in June of 2000 as a part of the 88th Street annexation. In 2007 the Comprehensive Plan was amended to Medium Density and Residential Medium Density (RM-12) zoning was established. On March 30, 2015, the City Council approved a Plat-of-Survey to subdivide the development property from the adjacent public street lots in order to allow the applicant to gain ownership of the subject property. On May 4, 2015, the City Council approved to the Platinum Pointe Townhome Planned Unit Development (PUD) to establish regulations for the proposed townhome development.

City Council Subcommittee: This item was presented at the April 9, 2015 Development and Planning City Council Subcommittee. The Subcommittee was supportive of the request.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues. Staff would note the following:

Architecture: The applicant has worked closely with staff to create several architectural elevations that fit the context of the area. While many of the buildings are situated within close proximity to each other with limited visibility of the sides, there are several end units throughout the development which are highly visible from adjoining streets. A public view plan that identifies the façades of most concern was created. While a lot of detail in the buildings is not necessary when visibility is restricted, the visible end units should be treated differently and architecturally enhanced through materials and window placement to break up the sides and provide visual interest. The applicant has provided staff with designs that achieve this. Staff recommends a condition of approval requiring that the identified visible end units be architecturally enhanced. In addition, to ensure that there is variety between units and elevations are not repeated in close proximity to one another, staff recommends a condition of approval restricting the placement of like facades adjacent to one another. . During the building permit process, the design for each building will be reviewed to ensure facades with high visibility are enhanced and the façade/unit design is varied between adjacent units.

Adjacent Streets: S88th Street borders the development along the east and Rockwood Lane/Coachlight Drive borders the development along the south. It has been indicated that the original developer of the Whisper Ridge development, Hidden Creek LLC., is responsible for the construction of these adjacent roads. As indicated above, a Plat-of-Survey was approved to allow the transfer of the townhome parcel to the applicant while the Hidden Creek maintained ownership of the roads until such time they are constructed and dedicated to the City. In addition to the streets, public sidewalks and public street lights along public streets adjacent to the development will need to be installed in conjunction with development of the site. The applicant has been informed that public improvements will need to be completed prior to issuance of any Final Occupancy permits for any townhome within the development.

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.

Findings: This proposed project was distributed to various city departments for review and comment. Based upon that review, the following findings have been made on the proposed project:

1. The proposed development and use is consistent with the West Des Moines Comprehensive Plan in that 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.

2. The proposed development and use does assure compatibility of property uses within the zone and general area in that this project was reviewed by various City Departments for compliance with the Zoning Ordinance.

3. All applicable standards and conditions have been imposed which protects the public health, safety and welfare in that this project was reviewed by various City Departments and public agencies for compliance with the various state and local regulations. Based upon that review a finding is made that the project has been adequately conditioned to protect the health, welfare and safety of the community.

4. There is adequate on-site and off-site public infrastructure to support the proposed development in that this project was reviewed by various public agencies and City Departments and public utilities to ensure that either the petitioner will construct or the project has been conditioned to construct adequate public infrastructure to serve the development.

5. The proposed development and use has met the requirements contained in the City Code in that this project was reviewed by various City Departments and the project has complied with or has been conditioned to comply with all City Code requirements.

6. The proposed development and use is in keeping with the scale and nature of the surrounding neighborhood in that the proposed project is consistent with the zoning designation and Comprehensive Plan which designates this site as suitable for development such as that proposed by this project.

Staff Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the Preliminary Plat to create 66 postage stamp lots and approve the Site Plan to allow the development of a 66 unit townhome development and associated site improvements, subject to the applicant meeting all City Code requirements and the following:

1. The applicant agreeing to implement enhanced architecture on those building facades that have been identified to be highly visible.

2. The applicant agreeing to vary the design, style and colors of adjacent units so as to avoid duplication of same units adjacent to one another.

3. In compliance with the PUD, a minimum of five feet (5') as measured from the lot line of the postage stamp lot to the closest element of the dwelling building, including roof overhangs, bump-outs, bay windows, etc. shall be provided; and

4. The applicant acknowledging that the public improvements associated with the adjacent streets (S88th Street and Rockwood Lane/Coachlight Drive), as well as public sidewalks and streetlights, will need to be completed prior to the issuance of any Final Occupancy permits.

Applicant:

Hale Development Company LLC.
Lisa Cowart
6620 Toni Drive,
Des Moines, Iowa 50313
LCowart@haledevelp.com

Applicant Representative:

Bishop Engineering Company
Steven Venard
3501 104th Street
Urbandale, IA 50322
Svenard@bishopengr.com

ATTACHMENTS:

Attachment A	-	Plan and Zoning Commission Resolution
Exhibit A	-	Conditions of Approval
Attachment B	-	Location Map
Attachment C	-	Preliminary Plat / Site Plan
Attachment D	-	Building Architecture Options
Attachment E	-	Public View Site Plan

ATTACHMENT A

RESOLUTION NO. PZC-15-038

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE A PRELIMINARY PLAT TO SUBDIVIDE THE PROPERTY INTO 66 LOTS, 2 STREET LOTS AND 1 OUTLOT AND APPROVE A SITE PLAN FOR THE CONSTRUCTION OF 66 DETACHED TOWNHOMES

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Hale Development Company LLC., has requested approval for a Preliminary Plat for that approximately 13.3 acre site generally located at the southwest corner of Bridgewood Boulevard and S. 88th Street to subdivide the property into 66 postage stamp lots, 2 street lots and 1 outlot for common use and storm water detention

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Hale Development Company LLC. has requested approval of a Site Plan for that approximately 13.3 acre site generally located at southwest corner of Bridgewood Boulevard and S. 88th Street to allow the construction of 66 townhomes and associated site improvements;

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 May 26, 2015, this Commission held a duly-noticed public meeting to consider the applications for the Preliminary Plat and Site Plan;

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 May 26, 2015, or as amended orally at the Plan and Zoning Commission meeting of May 26, 2015, are adopted.

SECTION 2. Preliminary Plat and Site Plan to subdivide the property into 66 lots, 2 street lots, and 1 outlot for storm water detention and allow construction of 66 townhomes are recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated May 26, 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 permit, as well as any other remedy which is available to the City.

PASSED AND ADOPTED on May 26, 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 May 26, 2015, by the following vote:

AYES: Andersen, Brown, Costa, Crowley, Erickson, Hatfield, Southworth
NAYS: -0-
ABSTENTIONS: -0-
ABSENT: -0-

ATTEST:

Recording Secretary

S:__Development Projects\Tally's Reach\Woodland Hills of West Des Moines Plat 2\Preliminary Plat and Site Plan\PP_002604-2015_SP-002605-2015_SR_Woodland Hills of West Des Moines Plat 2_4-27-15_PZ.docx

EXHIBIT A
CONDITIONS OF APPROVAL

1. The applicant agreeing to implement enhanced architecture on those building facades that have been identified to be highly visible.

2. The applicant agreeing to vary the design, style and colors of adjacent units so as to avoid duplication of same units adjacent to one another.

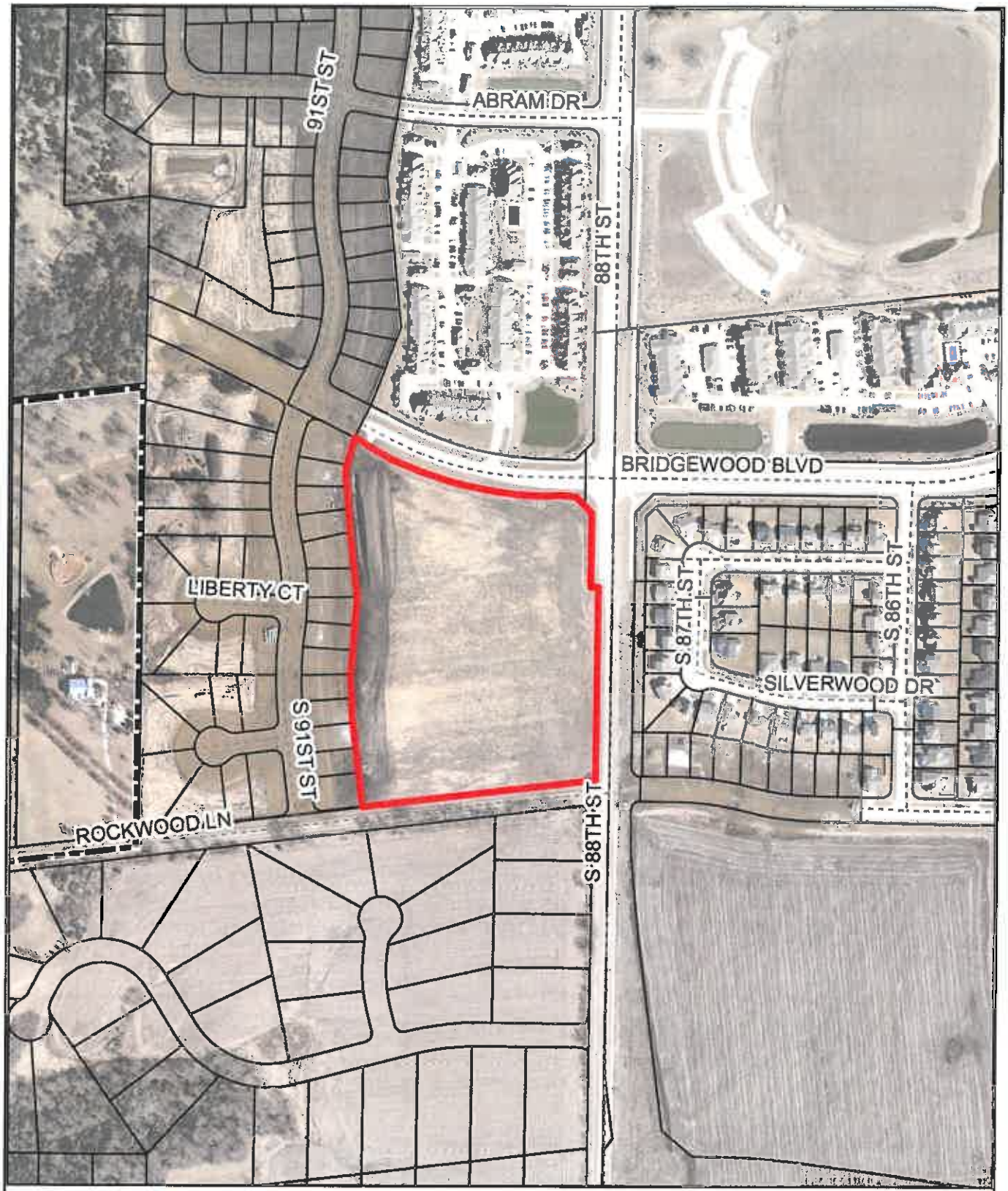
~~3. In compliance with the PUD, a minimum of five feet (5') as measured from the lot line of the postage stamp lot to the closest element of the dwelling building, including roof overhangs, bump-outs, bay windows, etc. shall be provided; and~~

3 In compliance with the PUD, 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.

4 The applicant acknowledging that the public improvements associated with the adjacent streets (S88th Street and Rockwood Lane/Coachlight Drive), as well as public sidewalks and streetlights, will need to be completed prior to the issuance of any Final Occupancy permits.

5 In compliance with the PUD, 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.

ATTACHMENT B



West Des Moines.

Platinum Pointe Townhomes
Location Map

NOT TO SCALE

S:___Development Projects\Tally's Reach\Woodland Hills of West Des Moines Plat 2\Preliminary Plat and Site Plan\PP_002604-2015_SP-002605-2015_SR_Woodland Hills of West Des Moines Plat 2_4-27-15_PZ.docx

PLATINUM POINTE TOWNHOMES
SITE PLAN / PRELIMINARY PLAT

ATTACHMENT C

SHEET INDEX:

C0.1 COVER SHEET
C1.1 EXISTING CONDITIONS/DEMO PLAN
C2.1 LAYOUT PLAN
C2.2 PLAT
C3.1 GRADING PLAN / SWPPP
C4.1 UTILITY PLAN
C5.1 PAVING PLAN
C6.1 LANDSCAPE PLAN
C6.2 LANDSCAPE PLAN

PROPERTY 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.

ADDRESS:

SOUTH 88TH STREET AND BRIDGEWOOD BOULEVARD
WEST DES MOINES, IOWA 50265

OWNER:

HIDDEN CREEK LLC
520 SE SOUTHFORK DR.
WAUKEE, IA 50263
WILLIAM K. LOWRY 515-491-0127

APPLICANT:

HALE DEVELOMENT COMPANY LLC
6620 TONI DRIVE
DES MOINES, IA 50313
LISA COWART, PROJECT MANAGER
515-289-1271

ZONING: RM-12 MEDIUM DENSITY RESIDENTIAL DISTRICT

FRONT YARD = 30'
PERIMETER YARD = 50'
SIDE YARD = 15'

DENSITY:

66 TOWNHOME UNITS RESULTS IN 8793 SF PER UNIT OR 4.9 UNITS PER ACRE.

IMPERVIOUS AREA:

5.78 ACRES = 251921 SF = 43.4 PERCENT OF SITE AREA.
IMPERVIOUS AREA BREAKDOWN:
BUILDINGS - 150,150 SF = 25.9 %
PRIVATE STREET - 46,624 SF = 7.6 %
WALKS, DRIVES, AND PARKING - 54,947 SF = 9.5%
PERVIOUS AREA = OPEN SPACE:
7.54 ACRES = 328442 SF = 56.6 PERCENT OF SITE AREA.
OPEN SPACE REQUIRED = 20 PERCENT

BENCHMARK:

BURY BOLT ON HYDRANT 188 FEET SOUTH OF BRIDGEWOOD CENTERLINE AND 37 FEET EAST OF 88TH STREET CURB, ELEV. 217.49 (WDM DATUM)
BURY BOLT ON HYDRANT 33 FEET NORTH AND 117 FEET EAST OF THE NORTHWEST CORNER OF SUBJECT PROPERTY, ELEV. 217.35 (WDM DATUM)
BURY BOLT ON HYDRANT 33 FEET NORTH OF THE SOUTHEAST CORNER OF SUBJECT PROPERTY, ELEV. 218.75 (WDM DATUM)

CITY OF WEST DES MOINES BM# 35
STANDARD BENCHMARK MONUMENT, 206 FEET EAST OF THE CENTERLINE OF SOUTH 88TH STREET AND 49 FEET NORTH OF THE CENTERLINE OF MILLS CIVIC PARKWAY.
ELEV. 219.04 WDM DATUM

CITY OF WEST DES MOINES BM# 124
STANDARD BENCHMARK MONUMENT IN THE CENTER OF A 6 FOOT WIDE CONCRETE MEDIAN IN MILLS CIVIC PARKWAY, 169 FEET EAST OF THE WEST END OF THE MEDIAN.
ELEV. 203.65 WDM DATUM

UTILITY NOTE:

THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS AND ARE APPROXIMATE LOCATIONS. THE EXACT LOCATIONS OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

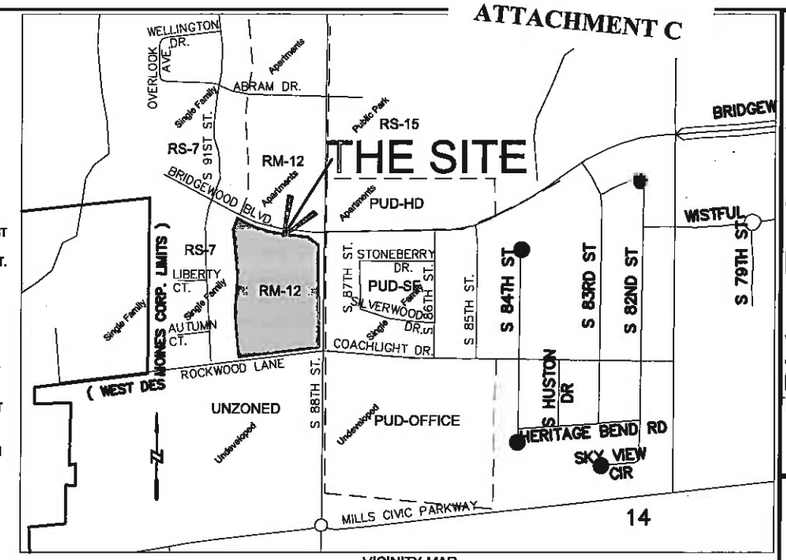
CALL BEFORE YOU DIG
ONE CALL
TOLL FREE 1-800-292-8989

NOTE:

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS AND RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL EXPLORATION REPORT DATED DECEMBER 3, 2014 AND PREPARED BY ALLENDER BUTZKE ENGINEERS INC.

GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF WEST DES MOINES STANDARD SPECIFICATIONS. THE CITY OF WEST DES MOINES MUST BE NOTIFIED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK.
2. CITY OF WEST DES MOINES ENGINEERING DEPARTMENT SHALL BE NOTIFIED 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION IN THE RIGHT-OF-WAY OR ANY PUBLIC UTILITY OR BEFORE ANY WEEKEND OR HOLIDAY WORK.
3. ANY CHANGES PROPOSED TO THE PLAN SET DURING CONSTRUCTION SHALL RECEIVE THE WRITTEN APPROVAL OF THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CHANGES MADE DURING CONSTRUCTION THAT HAVE NOT RECEIVED THE WRITTEN PERMISSION FROM THE CITY OF WEST DES MOINES DEVELOPMENT SERVICES DEPARTMENT.
4. IN EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
7. ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
8. BISHOP ENGINEERING SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
9. THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES
10. THE PROJECT MANAGER SHALL BE RESPONSIBLE TO SET UP A PRE-CONSTRUCTION MEETING WITH THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT ONE WEEK PRIOR TO THE PLANNED START OF CONSTRUCTION. THE PROJECT MANAGER SHALL BE RESPONSIBLE TO PROVIDE THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT WITH SUBMITTALS OF ALL CONSTRUCTION MATERIALS.
11. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SCHEDULE FOR PERFORMANCE OF WORK ITEMS. THIS SCHEDULE SHALL BE PROVIDED BY THE CONTRACTOR AT THE PROJECT PRECONSTRUCTION CONFERENCE. NO WORK SHALL BEGIN UNTIL A SCHEDULE HAS BEEN SUBMITTED AND ACCEPTED. THE CONTRACTOR SHALL THEN PERFORM WORK TO CONFORM TO THE ACCEPTED SCHEDULE.
12. ALL CONSTRUCTION CONSTRUCTION STAKING SHALL BE DONE UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR
13. LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS. REPORT ALL TEST RESULTS TO THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT.
14. SOIL IMPORT OR EXPORT ON THIS PROJECT SHALL BE CONSIDERED INCIDENTAL AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.
15. THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
16. THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNERS REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF WEST DES MOINES.
17. GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS. PROVIDE INSPECTION REPORTS TO THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT.
18. THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY AND PRIOR TO A STORM EVENT.
19. THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED UNTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED:
20. DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.
21. THE PAVING/ GRADING CONTRACTOR SHALL BACKFILL THE PAVING SLAB AND FINE GRADE THE RIGHT OF WAY AS SOON AFTER THE PAVING AS POSSIBLE. ALL AREAS SHALL BE SEEDED IN ACCORDANCE WITH CITY OF WEST DES MOINES STANDARD SPECIFICATIONS AND SUDAS 2011.
22. SUBGRADE PREPARATION AND PAVEMENTS WILL BE CONSTRUCTED FOLLOWING RECOMMENDATIONS IN THE SOILS REPORT. APPROVED SOILS ENGINEER MUST SIGN OFF ON SUBASE PRIOR TO ANY PAVEMENT BEING PLACED.
23. SEE DETAILS FOR ALL PAVEMENT THICKNESS.
24. ALL PEDESTRIAN WALKWAYS THAT UNLOAD INTO A VEHICLES TRAVELED PATH MUST HAVE A.D.A. DETECTABLE WARNING PLANEL(S) AS PER A.D.A. REGULATIONS. PANEL TYPE & COLOR SHALL BE PER CITY STANDARD.
25. ALL WALKS, PARKING LOTS, HANDICAP PARKING, RAMPS, ETC. SHALL COMPLY WITH ALL A.D.A. AND CITY CODES. HANDICAP PARKING SIGNAGE IS REQUIRED FOR ALL HANDICAP STALLS AND SHALL BE CONSIDERED INCIDENTAL. IN EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE A.D.A./CITY CODES THE A.D.A./CITY CODES SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING A.D.A. CODES ARE MET.
26. QUANTITY CALLOUTS ON PIPE LENGTHS ARE APPROXIMATE AND SHOULD BE USED FOR REFERENCE ONLY.
27. THE CONTRACTOR SHALL PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES. FINAL AS-BUILT RECORDS SHALL BE PROVIDED TO THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT.
28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT TOPO OF DETENTION POND & DETENTION POND STORM SEWER. CONTRACTOR SHALL CONTACT BISHOP ENGINEERING AT 515-276-0467 TO PERFORM SAID AS-BUILT SURVEY. IF DETENTION PONDS HAVE BEEN GRADED INCORRECTLY, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBSEQUENT AS-BUILT TOPO SURVEYS UNTIL ISSUES HAVE BEEN RECTIFIED. FINAL AS-BUILT RECORDS SHALL BE PROVIDED TO THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT.
29. THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN ACCORDANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
30. ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE. ALL DRAIN TILES KNOWN TO THE CONTRACTOR SHALL BE NOTED AND ADDED TO THE AS-BUILT PLAN SET.
31. ALL PROPOSED RCP STORM SEWER PIPE JOINTS SHALL BE FABRIC WRAPPED AND THE LAST 3 PIPE SECTIONS ON THE APRON SHALL BE TIED WITH RF-14 TYPE II CONNECTORS. ALL APRONS SHALL HAVE A STANDARD FOOTING AND TRASH GUARD.
32. ALL RIP RAP CALLED OUT ON PLANS SHALL BE UNDERLAIN WITH ENGINEERING FABRIC.
33. SANITARY SEWER SERVICE CONNECTIONS SHALL BE PLACED AT A SLOPE OF NO LESS THAN 2%. SERVICES SHALL MAINTAIN 18" OF VERTICAL SEPARATION FROM THE WATERMAIN WITH 18" OF COMPACTED LOW PERMEABILITY SOIL BETWEEN THE UTILITIES WITHIN 10' OF THE CROSSING.
34. CLEANING AND TELEVISING OF ALL SANITARY SEWER AND STORM SEWER IS REQUIRED. MANDREL AND PRESSURE TESTS SHALL BE REQUIRED FOR ALL PROPOSED SANITARY LINES. ALL PUBLIC SEWERS CONSTRUCTED AS A PART OF THIS PLAT WILL BE TELEVISED BY THE CITY OF WEST DES MOINES AS PART OF THE FINAL INSPECTION. CONTACT WEST DES MOINES PUBLIC WORKS (RON WIESE AT 515-222-3480) A MINIMUM OF 48 HOURS IN ADVANCE. CONTRACTOR SHALL PREP SEWERS TO BE CLEAR AND FREE OF DEBRIS. 2
35. WATERMAINS SHALL BE C-900. SIZE OF WATERMAIN AS SHOWN ON PLANS.
36. THRUST BLOCKS SHALL BE INSTALLED AS REQUIRED AND SHALL BE CONSIDERED INCIDENTAL TO WATERMAIN CONSTRUCTION.
37. PROPOSED WATERMAIN SHALL BE PRESSURE TESTED, BACTERIA TESTED AND CHLORINATED. THE FILLING OF THE WATER MAIN SHALL BE DONE BY THE CITY OF WEST DES MOINES. TESTING SHALL BE COORDINATED WITH THE CITY.
38. TRACER WIRE SHALL BE ADDED TO ALL WATER MAIN, AND BROUGHT TO THE SURFACE AT EVERY HYDRANT.
39. ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF WEST DES MOINES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
40. THE MINIMUM HYDRANT LEAD SHALL BE 3.5 FEET.
41. SEE SEPARATE SET OF PLANS FOR DETAILED PUBLIC AND PRIVATE IMPROVEMENTS RELATED TO THIS PROJECT 1



VICINITY MAP
SCALE: 1" = 500'

PARKING CALCULATIONS:

2 SPACES / UNIT = 132 SPACES REQUIRED
264 SPACES PROVIDED WITH 2 IN THE GARAGE AND 2 IN DRIVE FOR EACH UNIT

NOT INCLUDING THE DRIVEWAY PARKING:
OFF STREET PARKING REQUIRED = NONE
OFF STREET PARKING PROVIDED = 19 SPACES

WEST DES MOINES GENERAL NOTES:

1. ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
2. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO CONSTRUCTION.
3. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTORS INVOLVED IN THE PROJECT.
4. CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND CITY CROSS CONNECTION CONTROL/CONTAINMENT PROVISION.
6. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1297, 54-1998. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH RENTERIA, ENGINEERING TECHNICIAN (515-222-3465) A MINIMUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.
7. ALL LIGHTS ARE TO BE DOWNCAST CUTOFF VARIETY. WALL PACKS ARE PROHIBITED. THE MAXIMUM ILLUMINATION ALLOWED AT THE PROPERTY LINE IS 1 FOOT-CANDLE.

EXISTING COMPREHENSIVE PLAN DESIGNATION:
MEDIUM DENSITY RESIDENTIAL (MD) 1

PROPOSED USE:
66 UNIT TOWNHOME DEVELOPMENT

UTILITY LEGEND:

- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- SAN — SANITARY SEWER
- ST — STORM SEWER
- G — GAS LINE
- W — WATER LINE
- UE — UNDERGROUND ELECTRIC
- OE — OVERHEAD ELECTRIC
- TELE — TELEPHONE LINE
- CATV — CABLE TV LINE
- F/O — FIBER OPTIC LINE
- TELEPHONE RISER
- TELEPHONE MANHOLE
- GROUND LIGHT
- LIGHT POLE
- POWER POLE
- TRANSFORMER POLE
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- CLEAN-OUT
- INTAKE
- SURFACE INTAKE
- TRAFFIC SIGNAL MANHOLE
- FIRE HYDRANT
- WATER VALVE
- GAS METER
- DENOTES NUMBER OF PARKING STALLS

SURVEY LEGEND:

- SECTION CORNER- FOUND AS NOTED
- PROPERTY CORNER- FOUND (R W/ YPC ID #16747
- PROPERTY CORNER- PLACED 3/4" IRON PIPE W/ YELLOW PLASTIC CAP ID #9532
- M — MEASURED DISTANCE
- P — PLATTED DISTANCE
- D — DEEDED DISTANCE
- P.R.A. — PREVIOUSLY RECORDED AS
- R.O.W. — RIGHT-OF-WAY
- P.O.C. — POINT OF COMMENCEMENT
- P.O.B. — POINT OF BEGINNING
- (100) — STREET ADDRESS

M:\land projects 2013\130452\dwg\Z BASE.dwg 5/21/2015

STEVEN K. VENARD, P.E. No. 9532 — LICENSED PROFESSIONAL ENGINEER — 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.

SIGNED: _____ DATE: _____
STEVEN K. VENARD, P.E. 9532
LICENSE RENEWAL DATE: DEC. 31, 2015
PAGES OR SHEETS COVERED BY THIS SEAL: C0.1 THRU C5.1

STEVEN K. VENARD, P.L.S. No. 9532 — LICENSED PROFESSIONAL LAND SURVEYOR — IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: _____ DATE: _____
STEVEN K. VENARD L.S. 9532
LICENSE RENEWAL DATE: DEC. 31, 2015
PAGES OR SHEETS COVERED BY THIS SEAL: C1.1 & C2.2

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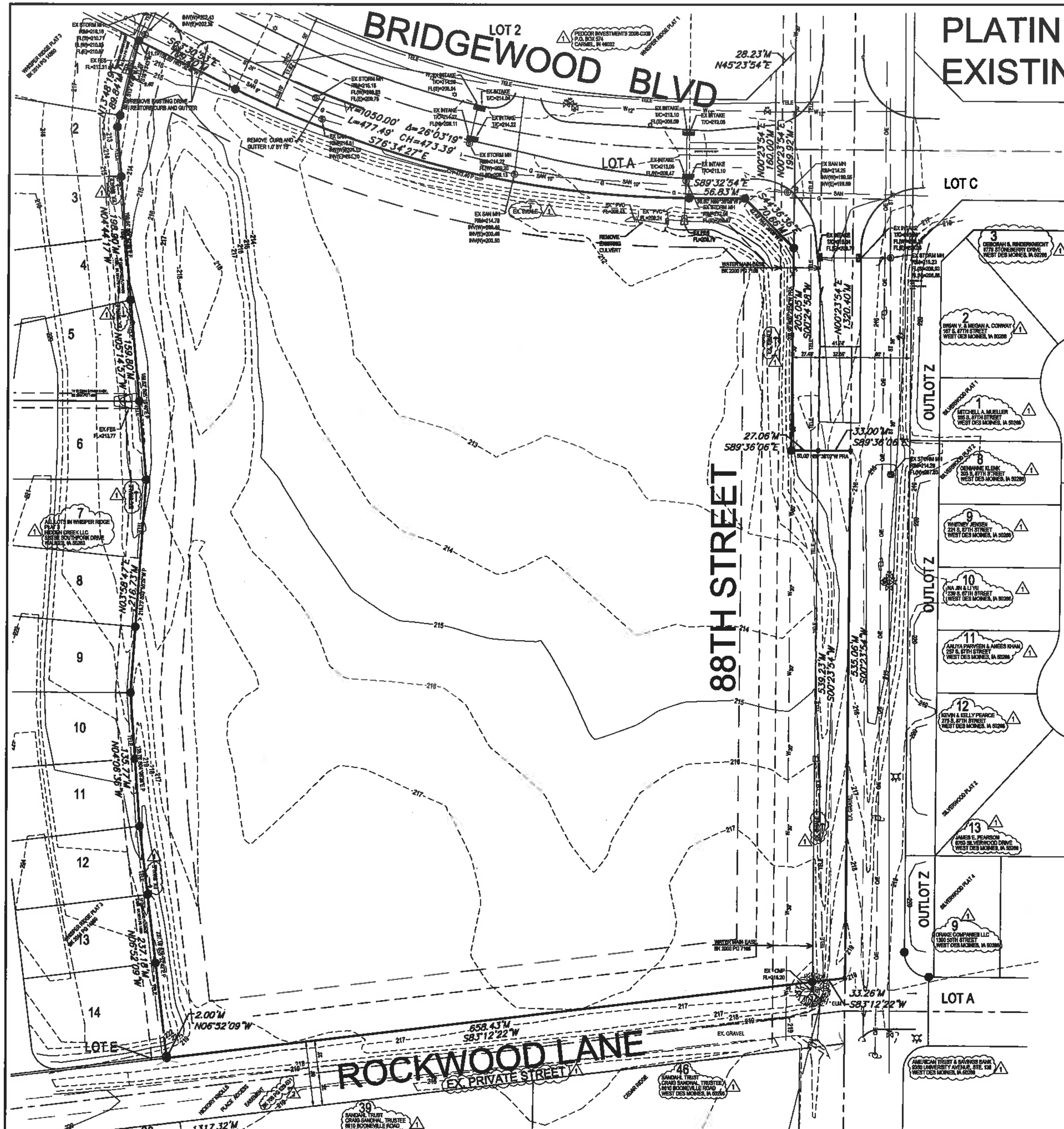
Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

PLATINUM POINTE TOWNHOMES
SITE PLAN / PRELIMINARY PLAT
COVER SHEET

REFERENCE NUMBER:
DRAWN BY: SV
CHECKED BY:
REVISION DATE:
1.PER CITY 12-29-14
2.PER CITY 01-12-15
3.DEVELOPMENT NAME & STREET ADDRESSES
4.SPECIAL END UNIT TREATMENT 05-21-15
PROJECT NUMBER: 140274
SHEET NUMBER: C0.1

PLATINUM POINTE TOWNHOMES
EXISTING CONDITIONS / DEMO PLAN



GENERAL NOTES:

1. SEE COVER SHEET FOR LEGAL DESCRIPTION AND VICINITY SKETCH.
2. THIS SITE IS NOT LOCATED IN A SPECIAL FEMA FLOOD HAZARD ZONE.

DEMO NOTES:

1. CONTRACTOR SHALL OBTAIN ANY AND ALL REQUIRED PERMITS.
2. ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF WEST DES MOINES, COUNTY OF DALLAS, AND STATE OF IOWA
3. CONTRACTOR SHALL BE REQUIRED TO HAVE ANY AND ALL BURIED UTILITIES MARKED OR EXPOSED IN ADVANCE OF THE WORK.
4. DISPOSE OF ALL DEMOLITION MATERIALS OFF SITE IN A LAWFUL MANNER. INCLUDE DISPOSAL IN THE BASE BID. NO EXTRA PAYMENT WILL BE PAID FOR DISPOSAL.

BENCHMARK:

BURY BOLT ON HYDRANT 188 FEET SOUTH OF BRIDGEWOOD CENTERLINE AND 37 FEET EAST OF 88TH STREET CURB, ELEV. 217.49 (WDM DATUM)
BURY BOLT ON HYDRANT 33 FEET NORTH AND 117 FEET EAST OF THE NORTHWEST CORNER OF SUBJECT PROPERTY, ELEV. 217.35 (WDM DATUM)
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- TELEPHONE MANHOLE
- GROUND LIGHT
- LIGHT POLE
- POWER POLE
- TRANSFORMER POLE
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- CLEAN-OUT
- INTAKE
- SURFACE INTAKE
- TRAFFIC SIGNAL MANHOLE
- FIRE HYDRANT
- WATER VALVE
- GAS METER
- (7) DENOTES NUMBER OF PARKING STALLS

UTILITY NOTE:

THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS AND ARE APPROXIMATE LOCATIONS. THE EXACT LOCATIONS OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

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www.iowaonecall.com
811

SURVEY LEGEND:

- SECTION CORNER- FOUND AS NOTED
- PROPERTY CORNER- FOUND IR W/ YPC ID #16747
- PROPERTY CORNER- PLACED 3/4" IRON PIPE W/ YELLOW PLASTIC CAP ID #9632
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- D DEEDED DISTANCE
- P.R.A. PREVIOUSLY RECORDED AS
- R.O.W. RIGHT-OF-WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

GRAPHIC SCALE
50 0 25 50 100
1 inch = 50 ft. (IN FEET)

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Established 1959

PLATINUM POINTE TOWNHOMES
SITE PLAN / PRELIMINARY PLAT
EXISTING CONDITIONS / DEMO PLAN

REFERENCE NUMBER:

DRAWN BY: SV

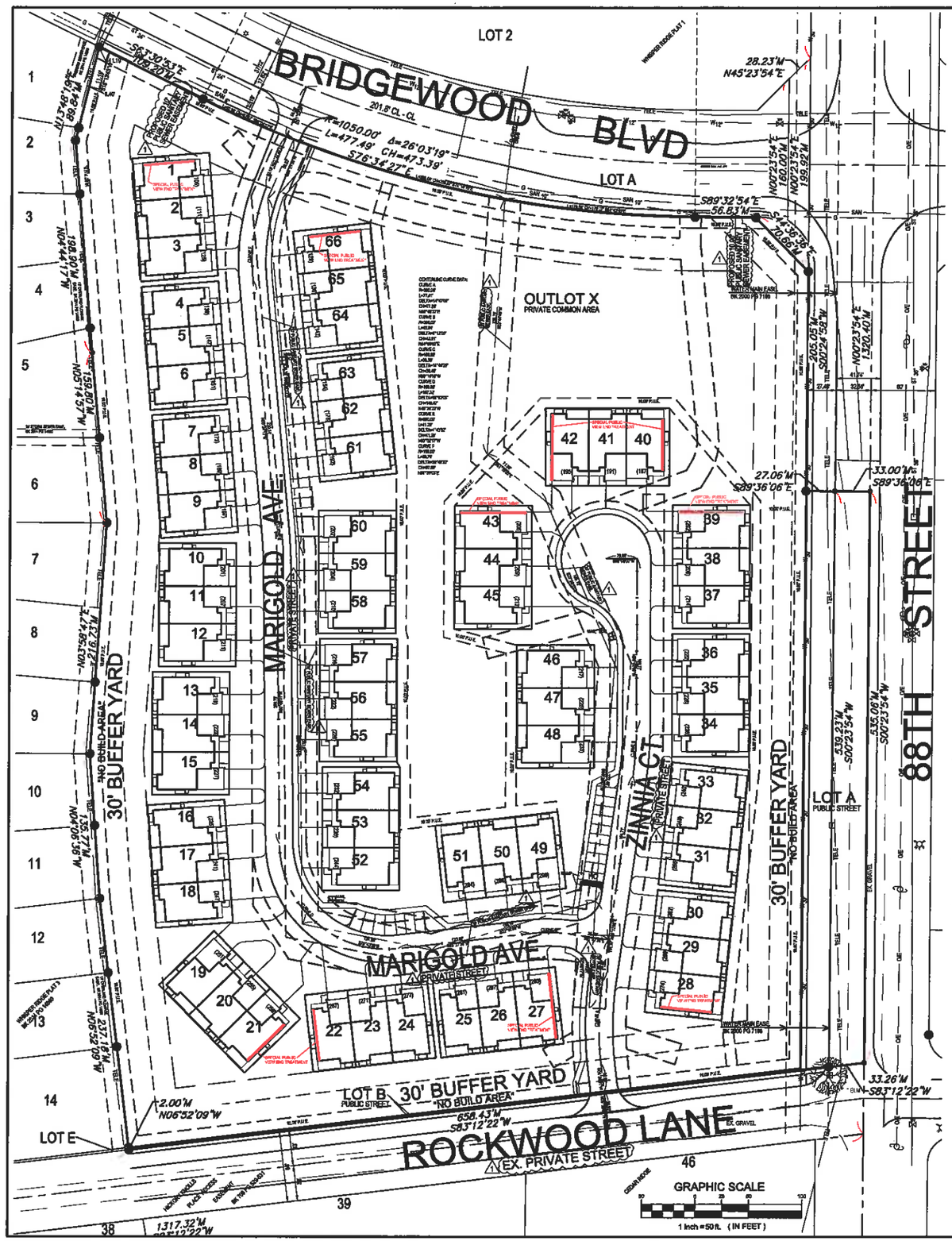
CHECKED BY:

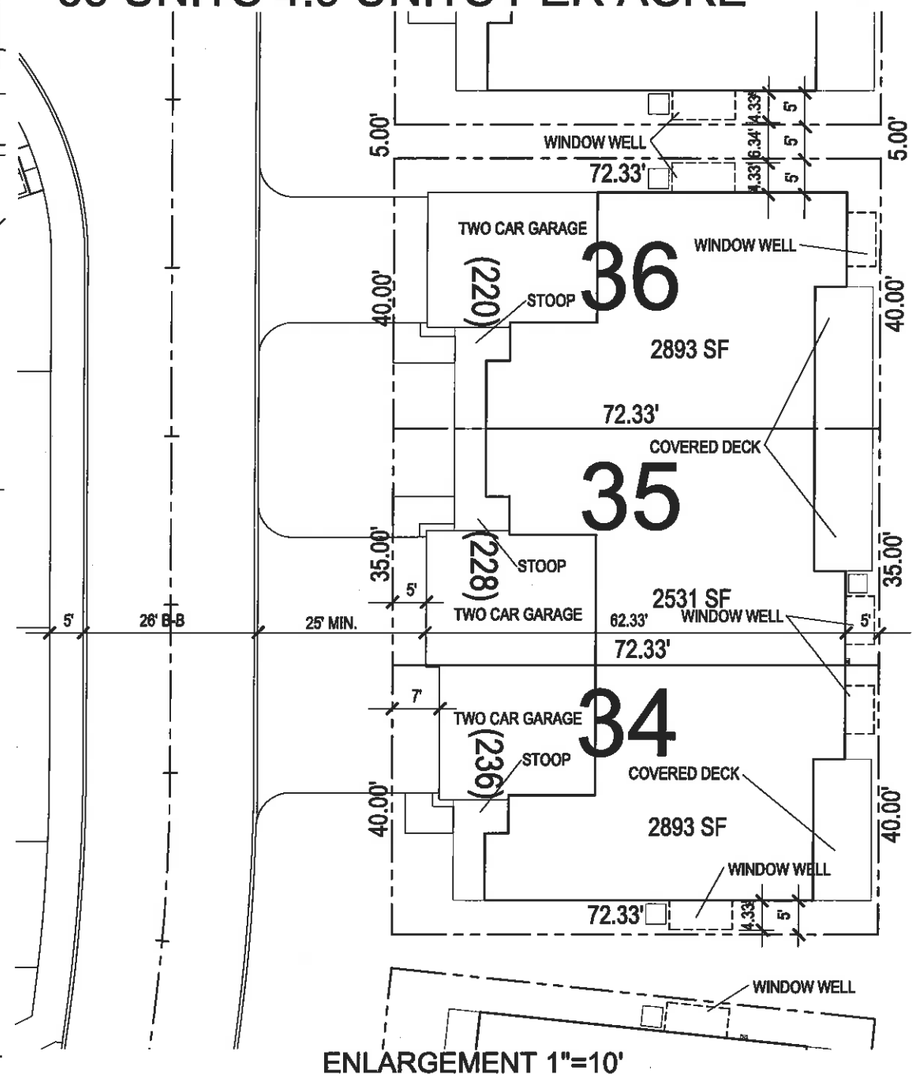
REVISION DATE:
1. PER CITY 12-29-14
2. PER CITY 01-12-15
3. DEVELOPMENT NAME & STREET ADDRESSES
4. SPECIAL END UNIT TREATMENT 05-21-15

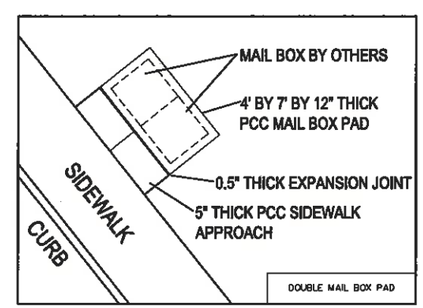
PROJECT NUMBER: 140274

SHEET NUMBER: C1.1

PLATINUM POINTE TOWNHOMES
66 UNITS 4.9 UNITS PER ACRE







PAVEMENT THICKNESS NOTE:

1. PRIVATE STREET PAVEMENT SHALL BE 7" THICK PCC.
2. ALL PAVEMENT WITHIN PUBLIC RIGHT-OF-WAY SHALL BE 8" THICK PCC.
3. ALL PUBLIC AND PRIVATE STREET AND WALK PAVEMENT SHALL BE PLACED ON 12" THICK PREPARED SOIL SUBGRADE.
4. SIDEWALKS SHALL BE 5" THICK PCC UNLESS NOTED OTHERWISE ON PLANS.

STREET NAME SIGN:

FURNISH AND INSTALL TWO STREET NAME SIGNS IN ACCORDANCE WITH ALL CITY OF WEST DES MOINES REQUIREMENTS FOR STREET NAME SIGNS.

TOWNHOME UNITS:

UNITS ARE ONE STORY WITH BASEMENT.

SPECIAL END UNIT TREATMENT:

UNITS NOTED ON THIS PLAN FOR SPECIAL END UNIT TREATMENT INCLUDE LOTS 1, 21, 22, 27, 28, 39, 40, 42, 43, AND 66. THESE UNITS, REGARDLESS OF STYLE, SHALL HAVE STONE OR MASONRY AS THE STYLE DICTATES WRAP AROUND THE FULL LENGTH OF THE END IN THE SAME MANNER AS PROVIDED ON THE FRONT AND REAR ELEVATIONS. UNIT TYPES SELECTED FOR THE PUBLIC VIEW ENDS INDICATED SHALL BE REVIEWED AND APPROVED BY THE CITY OF WEST DES MOINES DURING THE BUILDING PERMIT PROCESS.

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PLATINUM POINTE TOWNHOMES
SITE PLAN / PRELIMINARY PLAT

LAYOUT PLAN

REFERENCE NUMBER:

DRAWN BY: SV

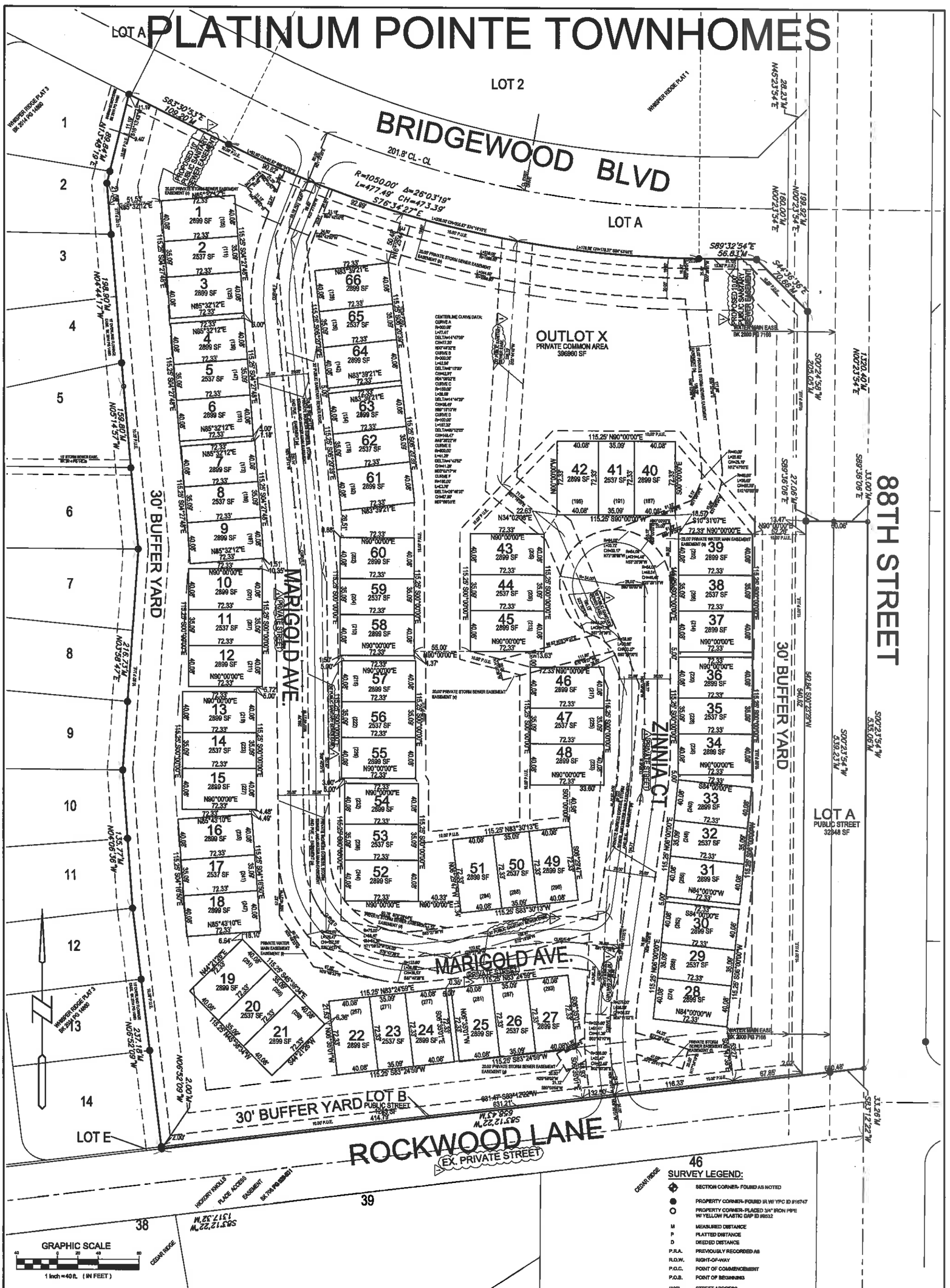
CHECKED BY:

REVISION DATE:
1. PER CITY 12-29-14
2. PER CITY 01-12-15
3. DEVELOPMENT NAME & STREET ADDRESSES
4. SPECIAL END UNIT TREATMENT 05-21-15

PROJECT NUMBER: 140274

SHEET NUMBER: C2.1

PLATINUM POINTE TOWNHOMES



SURVEY LEGEND:

- SECTION CORNER- FOUND AS NOTED
- PROPERTY CORNER- FOUND IR W/ YPC ID #16747
- PROPERTY CORNER- PLACED 3/4" IRON PIPE W/ YELLOW PLASTIC CAP ID #8032
- M MEASURED DISTANCE
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- D DEEDED DISTANCE
- P.R.A. PREVIOUSLY RECORDED AS
- R.O.W. RIGHT-OF-WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- (100) STREET ADDRESS

SHEET NUMBER:	C2.2
PROJECT NUMBER:	140274
REVISION DATE:	1. PER CITY 12-29-14 2. PER CITY 01-21-15 3. DEVELOPMENT NAME & STREET ADDRESSES 4. SPECIAL END UNIT TREATMENT 05-21-15
DRAWN BY:	SV
CHECKED BY:	
REFERENCE NUMBER:	

PLATINUM POINTE TOWNHOMES
SITE PLAN / PRELIMINARY PLAT

PLAT

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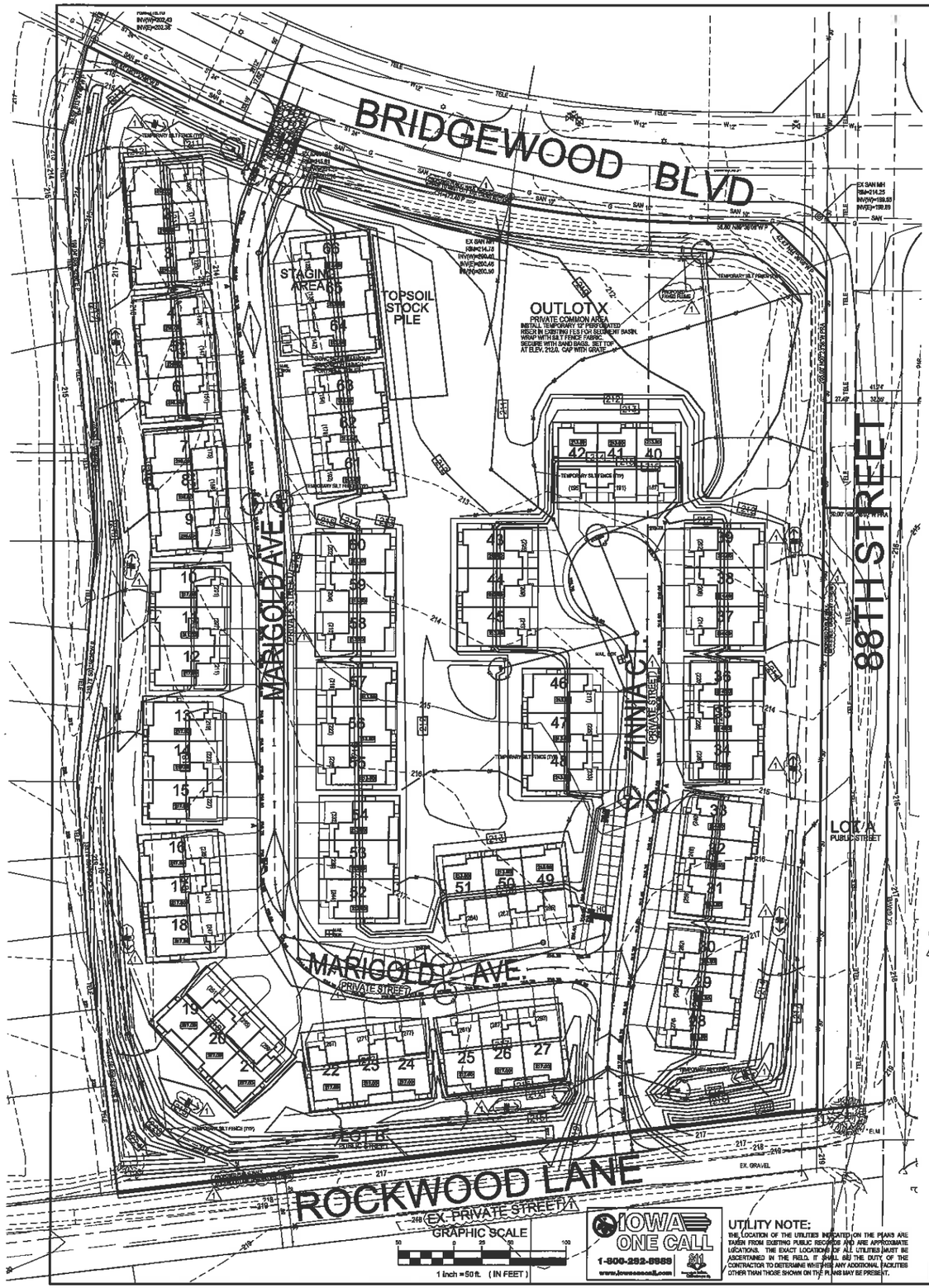
PLATINUM POINTE TOWNHOMES
GRADING PLAN / SWPPP



EROSION CONTROL NOTES:

1. INSTALL PERIMETER SILT FENCE AS SHOWN ON PLANS PRIOR TO CONSTRUCTION.
2. INSTALL INTAKE PROTECTION WITH SILT FENCE IMMEDIATELY AFTER STORM SEWER CONSTRUCTION.
3. INSTALL FINISHED PAVING INLET PROTECTION IMMEDIATELY AFTER PAVING IS COMPLETED AROUND INTAKE.
4. SEE SWPPP NARRATIVE FOR COMPLETE EROSION CONTROL MEASURES.

TOPSOIL NOTES:

1. STRIP AND STOCKPILE 6" OF TOPSOIL ON ALL DISTURBED AREAS.
2. RESPREAD TOPSOIL TO 6" DEPTH ON ALL GREEN (NON PAVED AREAS). IMPORT TOPSOIL AS NECESSARY TO ACHIEVE A MINIMUM OF 6" DEPTH IN ALL GREEN AREAS.
3. TOPSOIL IS DEFINED AS: FERTILE, FRIABLE LOAM, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FROM WELL DRAINED SITE FREE FROM FLOODING, NOT IN FROZEN OR MUDDY CONDITIONS: REASONABLY FREE FROM SUBSOIL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES LARGER THAN ONE INCH (25 MM) DIAMETER, AND FOREIGN MATTER; ACIDITY RANGE (PH) OF 5.5 TO 7.5; CONTAINING MINIMUM 4 PERCENT AND MAXIMUM 20 PERCENT ORGANIC MATTER.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET AND SHALL PROVIDE THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT WITH A WRITTEN VERIFICATION OF MEETING THE MINIMUM TOPSOIL REQUIREMENTS..

SEEDING / SODDING REQUIREMENTS:

1. AS INFRASTRUCTURE IMPROVEMENTS AND FINAL FINISH GRADING ARE COMPLETE, SEED ALL DISTURBED AREAS NOT LIKELY TO BE DISTURBED DURING BUILDING CONSTRUCTION WITH SUDAS PERMANENT LAWN MIXTURE. SEED THE BALANCE OF THE SITE WITH TEMPORARY EROSION CONTROL MIXTURE.
2. AS BUILDINGS, DRIVES, AND WALKS ARE COMPLETE, SOD ALL AREAS DISTURBED BY THE BUILDER ACTIVITIES.
3. MULCH ALL SEEDED AREAS WITH SLOPES EXCEEDING 5:1.
4. STAKE ALL SOD ON AREAS WITH SLOPES EXCEEDING 4:1.

IOWA DNR REQUIREMENTS:

1. OWNER AND CONTRACTOR SHALL COMPLY WITH ALL STIPULATIONS OF THE NPDES GENERAL PERMIT NO. 2.
2. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AN AS-BUILT SURVEY AND RECORD DRAWINGS OF ALL STORM WATER MANAGEMENT FACILITIES ON SITE. THE RECORDS SHALL INCLUDE CERTIFICATION OF SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS AND SPOT ELEVATIONS OF ALL LOCATIONS WHERE OVERLAND FLOWAGE IN EASEMENT CROSSES A PROPERTY LINE OR RIGHT-OF-WAY.

GENERAL NOTES:

1. SEE SUPPLEMENTAL DETAILED STORM WATER POLLUTION PREVENTION PLAN PROVIDED IN THE PROJECT SPECIFICATIONS FOR ALL EROSION CONTROL MEASURES, ADDITIONAL DETAILS, AND ADDITIONAL NOTES. ADDITIONAL NOTES AND MEASURES CALLED OUT ON SWPPP SHALL BE CONSIDERED INCIDENTAL AND INCLUDED IN ORIGINAL BID.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE LOCAL JURISDICTIONAL GOVERNMENT REQUIREMENTS, CODES, REGULATIONS, ORDINANCES, STANDARDS, POLICIES, AND SPECIAL PROVISIONS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY AND ALL APPROPRIATE SAFETY REGULATIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
5. CONTRACTOR SHALL CONTACT THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION. CONTRACTOR SHALL GIVE THE PUBLIC WORKS 48 HOURS ADVANCE NOTICE. ALL WORK IN THE RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL JURISDICTIONAL GOVERNMENT. ALL NECESSARY CONSTRUCTION SIGNS AND BARRICADES DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS AND BARRICADES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES STREETS AND HIGHWAYS" AND IN ACCORDANCE WITH THE LOCAL GOVERNMENT REQUIREMENTS.
6. CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS FROM THE CITY, COUNTY, OR STATE PRIOR TO ANY CONSTRUCTION. A SWPPP AND NPDES PERMIT SHALL BE AVAILABLE ON SITE AT ALL TIMES. THIS SWPPP DRAWING IS ONLY ONE PART OF THE SWPPP WHICH INCLUDES THE NPDES PERMIT, NARRATIVE, GRADING AND UTILITY PLANS, DETAILED CONSTRUCTION PLANS, SITE PLANS, SOILS REPORTS, CONTRACTOR CERTIFICATIONS, INSPECTION REPORTS, AND OTHER SUPPORTING INFORMATION AND DOCUMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING AN ANNOTATED COPY OF THE SWPPP ON SITE DOCUMENTING ANY AND ALL CHANGES, ADDITIONS, AND UPDATES TO THE SWPPP.
7. EROSION CONTROL MEASURES SHOWN AND QUANTITIES LISTED ON THIS PLAN ARE AN ESTIMATION FOR BIDDING PURPOSES ONLY IN ORDER TO ESTABLISH UNIT PRICES. ADDITIONAL MEASURES TO MEET THE REQUIREMENTS OF THE SWPPP AND CHANGING SITE CONDITIONS MAY BE NEEDED IN ORDER TO PREVENT POLLUTION OF THE STORM WATER DISCHARGE FROM THIS SITE. CONTRACTOR SHALL SUBMIT CHANGE ORDERS TO THE OWNER FOR HIS APPROVAL IN ADVANCE OF EXTRA WORK.
8. ALL POLLUTION PREVENTION MEASURES REQUIRED, AS A RESULT OF CONSTRUCTION ACTIVITIES, ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL TAKE ALL ACTIONS NECESSARY FOR INSTALLATION OF CONTROL MEASURES FOR COMPLIANCE WITH PERMIT REQUIREMENTS.
9. INSPECTOR SHALL MEET IDNR AND EPA REQUIREMENTS FOR ALL INSPECTION INCLUDING BUT NOT LIMITED TO DISTURBED AREAS, TRACK OUT, ENTRANCE, DISCHARGE POINTS AND STORAGE AREAS.
10. MODIFICATIONS TO THE SWPPP SHALL BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
11. THE INSPECTION REPORTS SHALL INCLUDE THE INSPECTORS QUALIFICATIONS.
12. ALL CONTRACTORS SHALL SUBMIT A CONTRACTOR'S CERTIFICATION STATEMENT PRIOR TO BEGINNING WORK AT THE SITE. ALL CERTIFICATIONS SHALL BE INCLUDED IN THE SWPPP.
13. CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT-OF-WAY OR ABUTTING PROPERTIES AS THE RESULT OF THIS CONSTRUCTION PROJECT. PERFORM CLEAN UP IMMEDIATELY. DISPOSE OF ALL DEBRIS OFF SITE IN A LAWFUL MANNER. CONTRACTOR SHALL LIMIT ACCESS TO THE SITE ACROSS STABILIZED ACCESS IN ORDER TO LIMIT THE TRACKING OF SITE SOIL ONTO ADJACENT RIGHT-OF-WAY AND PROPERTY. STREETS SHALL BE CLEANED DAILY AT THE CLOSE OF WORK AND PRIOR TO ANY RAIN EVENT.
14. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT THE EXISTING LANDSCAPING AND INSURE THE SURVIVAL OF EXISTING TREES AND SHRUBS. REPLACE ALL DAMAGED LANDSCAPING MATERIAL AT NO COST TO THE OWNER.
15. ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED AND MULCHED AS SOON AS POSSIBLE AFTER CONSTRUCTION IS COMPLETE.
16. AS FINAL STABILIZATION IS ACHIEVED, THE CONTRACTOR SHALL REMOVE CONTROL DEVICES AND REPAIR AND STABILIZE AREAS DISTURBED DURING THE REMOVAL PROCESS. REMOVAL IS INCLUDED IN THE UNIT PRICE FOR THE CONTROL DEVICE.
17. PROPOSED PUBLIC SIDEWALK FINAL GRADES SHALL MEET CITY OF WEST DES MOINES REQUIREMENTS FOR PARKING AREA ADJACENT TO STREET. GRADING IN THE PUBLIC RIGHT OF WAY OF 88TH STREET AND ROCKWOOD LANE IS BY OTHERS. FINAL GRADING AS REQUIRED FOR THOSE STREETS AND FOR BRIDGEWOOD BLVD IS INCLUDED IN THIS PLATINUM POINTE TOWNHOMES PROJECT. ALL PUBLIC WALK IMPROVEMENTS SHALL COMPLY WITH PROWAG AND CH.12 OF SUDAS 2013 ED.

UTILITY NOTE:
THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS AND ARE APPROXIMATE LOCATIONS. THE EXACT LOCATIONS OF ALL UTILITIES MUST BE ASCERTAINED IN THE FIELD. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

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PROPERTY 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 68.00 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.

ADDRESS:
88TH AND BRIDGEWOOD
WEST DES MOINES , IOWA 50265

OWNER/APPLICANT:
HALE DEVELOMENT COMPANY LLC
9520 TONI DRIVE
DES MOINES, IA 50313
515-289-1271

STREET CLEANING:
BY OWNER
EROSION CONTROL:
SOIL TEK
PHONE: 515-244-7474

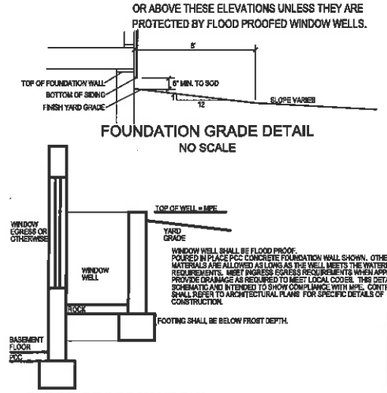
LEGEND:

- PROPOSED DRAINAGE SWALE
- SF — SILT FENCE (TYP)
- (100) — STREET ADDRESS
- 120 — EXISTING CONTOUR
- 120 — PROPOSED CONTOUR
- STABILIZED ENTRANCE 30'X50'-6" DEEP 2" CLEAN CRUSHED ROCK DRIVE ON GEOTEXTILE
- 214.50 — MPE - MINIMUM PROTECTION ELEVATION

ALL WINDOW AND DOOR SILLS SHALL BE PLACED AT OR ABOVE THESE ELEVATIONS UNLESS THEY ARE PROTECTED BY FLOOD PROOFED WINDOW WELLS.

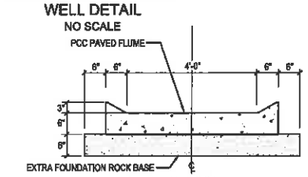
UTILITY LEGEND:

- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- SAN — SANITARY SEWER
- ST — STORM SEWER
- G — GAS LINE
- W — WATER LINE
- U/E — UNDERGROUND ELECTRIC
- O/E — OVERHEAD ELECTRIC
- T — TELEPHONE LINE
- TELEPHONE RISER
- TELEPHONE MANHOLE
- GROUND LIGHT
- LIGHT POLE
- POWER POLE
- TRANSFORMER POLE
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- CLEAN-OUT
- INTAKE
- SURFACE INTAKE
- TRAFFIC SIGNAL MANHOLE
- FIRE HYDRANT
- WATER VALVE
- GAS METER
- DENOTES NUMBER OF PARKING STALLS

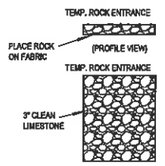


FOUNDATION GRADE DETAIL
NO SCALE

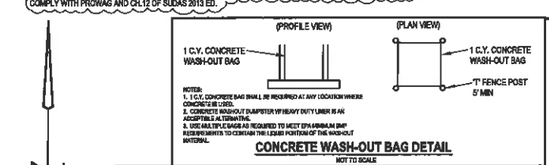
FLOOD PROOF WINDOW WELL DETAIL
NO SCALE



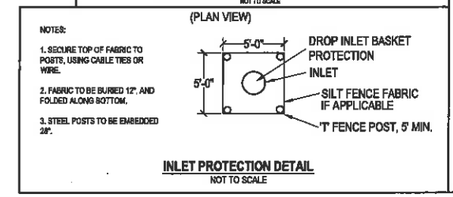
DETAIL OF PCC FLUME
NO SCALE



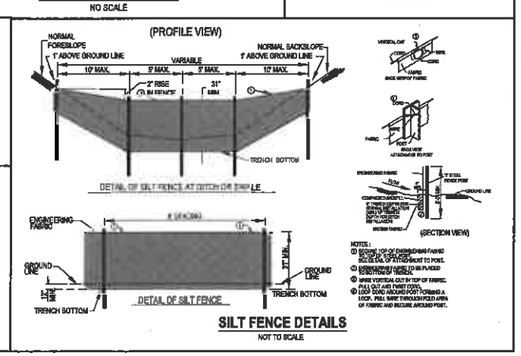
SITE ENTRANCE DETAIL
NOT TO SCALE



CONCRETE WASH-OUT BAG DETAIL
NOT TO SCALE



INLET PROTECTION DETAIL
NOT TO SCALE



SILT FENCE DETAILS
NOT TO SCALE

DISTURBED AREA = 14 ACRES

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PLATINUM POINTE TOWNHOMES
SITE PLAN / PRELIMINARY PLAT
GRADING PLAN / SWPPP

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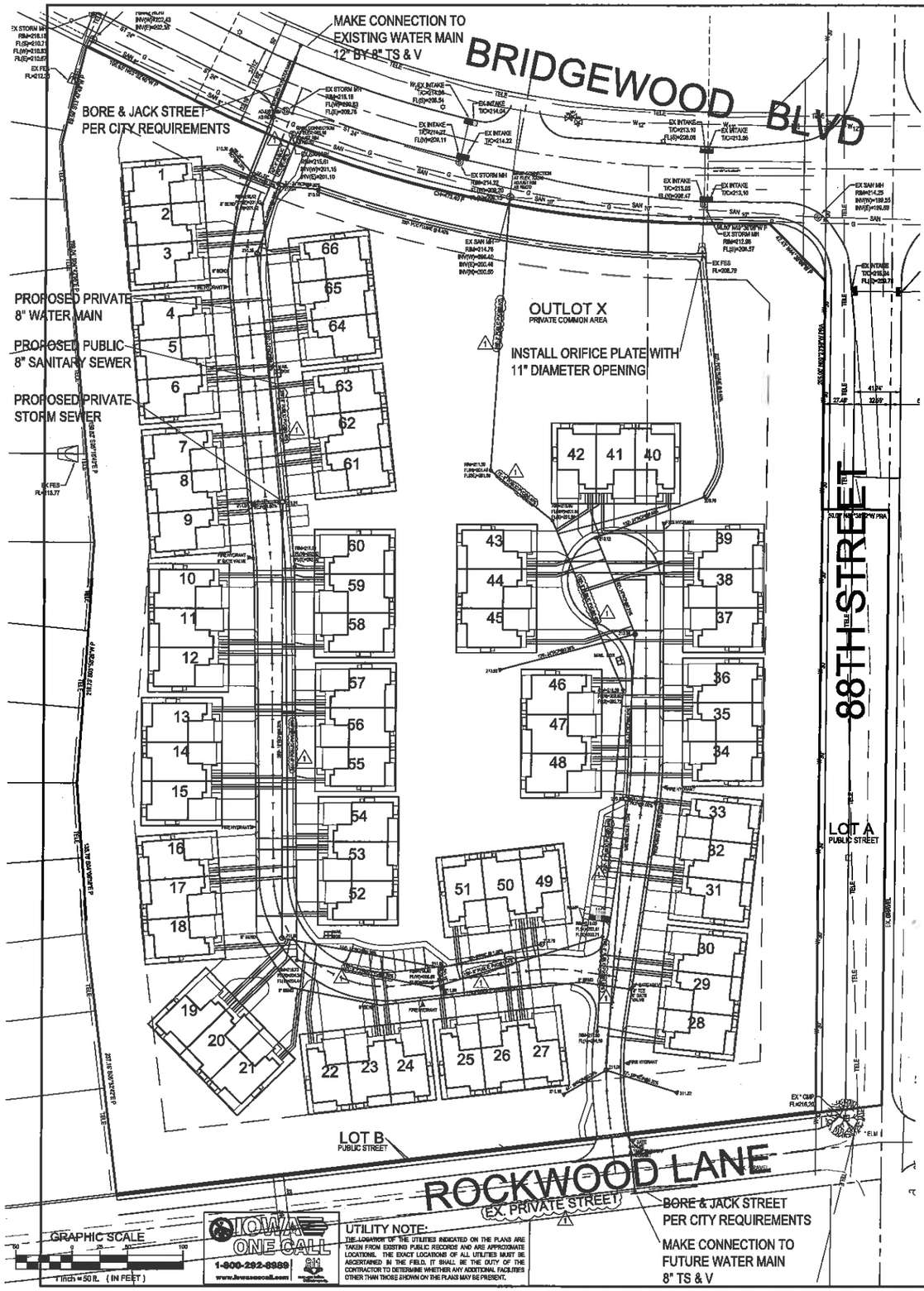
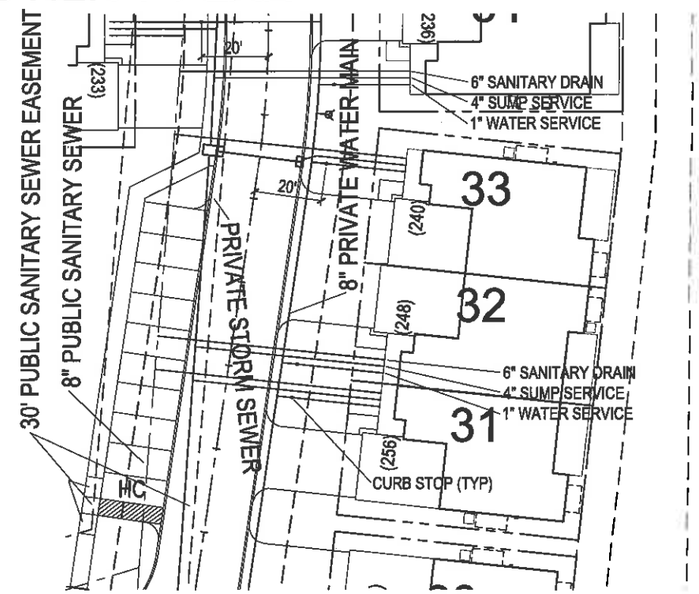
4. SPECIAL END UNIT TREATMENT 05-21-15

PROJECT NUMBER: 140274

SHEET NUMBER: C3.1

PLATINUM POINTE TOWNHOMES
UTILITY PLAN





ENLARGEMENT 1"=20'

EXISTING UTILITIES:

EXISTING UTILITIES SHOW WERE GATHERED BY MARKINGS FROM ONE CALL OR REFERENCED OFF UTILITIES COMPANIES PROVIDED MAPS. CONTRACTOR SHALL FIELD VERIFY ALL LOCATIONS.

UTILITY NOTES:

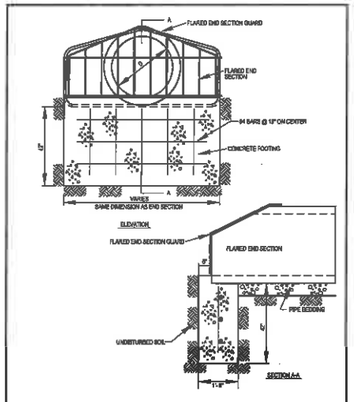
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF WEST DES MOINES STANDARD SPECIFICATIONS, CODES, ORDINANCES, REQUIREMENTS, AND REGULATIONS.
2. PIPE LENGTHS CALLED OUT ON PLANS INCLUDE FLARED END SECTION ,WHERE APPLICABLE.
3. PRIVATE SANITARY SEWER, PRIVATE STORM SEWER, AND PUBLIC WATER MAIN ARE SHOWN IN MORE DETAIL ON THE PUBLIC IMPROVEMENT PLANS. REFER TO SEPARATE SET OF PUBLIC IMPROVEMENT PLANS FOR DETAILED CONSTRUCTION REQUIREMENTS. IN THE EVENT OF A DISCREPANCY, THE PUBLIC IMPROVEMENT PLANS SHALL GOVERN.
4. ALL STORM SEWER CALLED OUT AS RCP SHALL BE CLASS III RCP.
5. OWNER SHALL BE RESIPONSIBLE FOR MAINTAINING THE DETENTION FACILITIES.
6. ALL 8" WATER MAIN SHALL HAVE A MINIMUM OF 8' COVER.
7. ALL STORM SEWER AND SANITARY SEWER CASTINGS SHALL BE BOLTED DOWN TO STRUCTURE TOP PER SUDAS STANDARDS. COVERS (LIDS/GRATES) SHALL NOT BE BOLTED DOWN TO CASTINGS.
8. COORDINATE CITY UTILITY TE INS AND ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY WITH THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT.
9. ALL HYDRANTS, INCLUDING RELOCATED HYDRANTS, SHALL HAVE STORZ FITTINGS.
10. ADJUST ALL EXISTING UTILITIES TO FINAL GRADE AS REQUIRED INCLUDING BUT NOT LIMITED TO HYDRANTS, VALVES, MANHOLES, INTAKES, SIGNS, HAND HOLES, LIDS, AND CASTINGS.
11. ALL FLARED END SECTIONS SHALL INCLUDE FOOTING, JOINT TIES, AND APRON GUARD.
12. ALL NEW CONNECTIONS TO EXISTING MANHOLE AND INTAKE STRUCTURES SHALL BE CORE DRILLED. USE LINK SEAL FOR SANITARY CONNECTIONS AND NON-SHRINK MORTAR FOR STORM CONNECTIONS. ANY MANHOLES NEEDING GRADE ADJUSTMENT AND NOT MEETING THE STANDARDS FOR HEIGHT OF ADJUSTING RINGS SHALL BE REBUILT WITH NEW BARREL SECTIONS AS REQUIRED.

SITE LIGHTING:

SITE LIGHTING SHALL BE ACCOMPLISHED WITH COACH LIGHTS. EACH UNIT WILL HAVE TWO EXTERIOR COACH LIGHTS MOUNTED ON EITHER SIDE OF THE GARAGE DOOR.

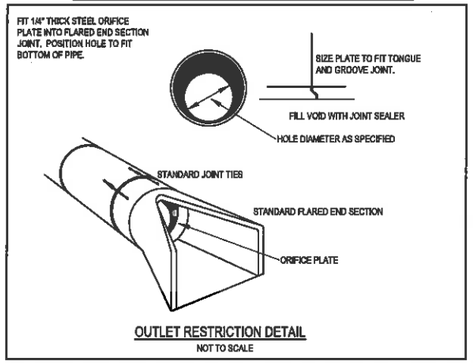
WEST DES MOINES GENERAL NOTES:

1. ALL WATER WORK, PUBLIC OR PRIVATE, SHALL BE DONE IN ACCORDANCE WITH WEST DES MOINES WATER WORKS STANDARD SPECIFICATIONS.
2. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS AT LEAST ONE WEEK PRIOR TO CONSTRUCTION.
3. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTORS INVOLVED IN THE PROJECT.
4. CONTACT BUILDING INSPECTION (515-222-3630) A MINIMUM OF 24 HOURS IN ADVANCE FOR PRIVATE UTILITY INSTALLATION INSPECTIONS.
5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE WEST DES MOINES WATER WORKS AND CITY CROSS CONNECTION CONTROL/CONTAINMENT PROVISION.
6. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY FOR CONTAINMENT IN ALL NEW CONSTRUCTION. BACKFLOW PREVENTION TO BE INSTALLED PER CITY ORDINANCE 1297, 54-1998. CONTRACTOR SHALL NOTIFY WEST DES MOINES WATER WORKS, RALPH RENTERIA, ENGINEERING TECHNICIAN (515-222-3465) A MINIMUM OF 24 HOURS AFTER INSTALLATION AND TESTING OF ALL BACKFLOW DEVICES TO SCHEDULE FINAL INSPECTION.
7. ALL LIGHTS ARE TO BE DOWNCAST CUTOFF VARIETY. WALL PACKS ARE PROHIBITED. THE MAXIMUM ILLUMINATION ALLOWED AT THE PROPERTY LINE IS 1 FOOT-CANDLE.



FLARED END SECTION FOOTING DETAIL

NOT TO SCALE



OUTLET RESTRICTION DETAIL

NOT TO SCALE

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PLATINUM POINTE TOWNHOMES
SITE PLAN / PRELIMINARY PLAT
UTILITY PLAN

REFERENCE NUMBER:

DRAWN BY: SV

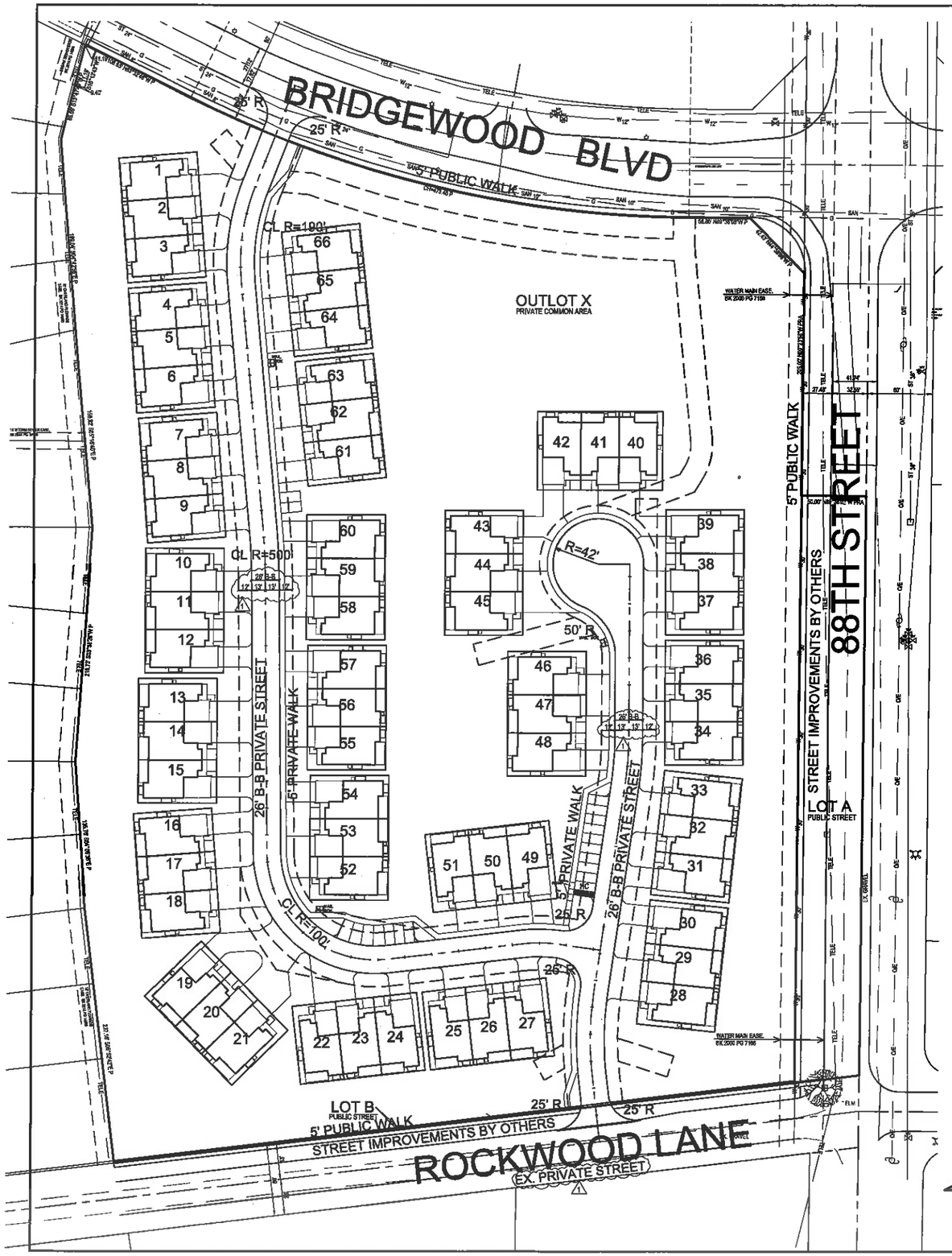
CHECKED BY:

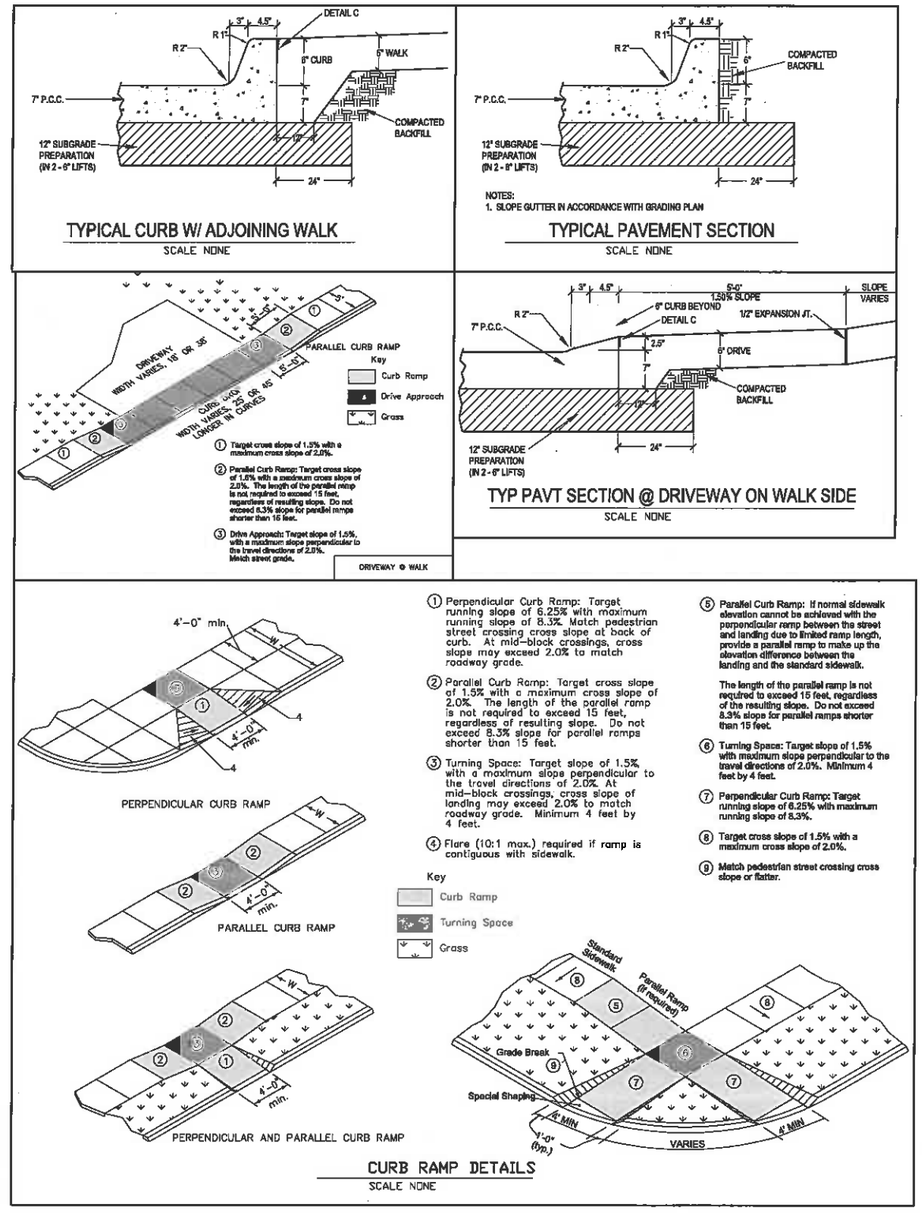
REVISION DATE:
1.PER CITY 12-29-14
2.PER CITY 01-12-15
3.DEVELOPMENT NAME & STREET ADDRESSES
4.SPECIAL END UNIT TREATMENT 05-21-15

PROJECT NUMBER: 140274

SHEET NUMBER: C4.1

PLATINUM POINTE TOWNHOMES
PAVING PLAN





NOTE:
STREET IMPROVEMENTS INCLUDING GRADING FOR 88TH STREET & ROCKWOOD LANE ARE NOT PART OF THIS PROJECT. ALL PUBLIC WALKS SHOWN ARE INCLUDED IN THIS PLATINUM POINTE TOWNHOMES PROJECT. COMPLY WITH CITY STD. PUBLIC R.O.W. CROSS SECTION REQUIREMENTS

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PLATINUM POINTE TOWNHOMES
SITE PLAN / PRELIMINARY PLAT
PAVING PLAN

REFERENCE NUMBER:

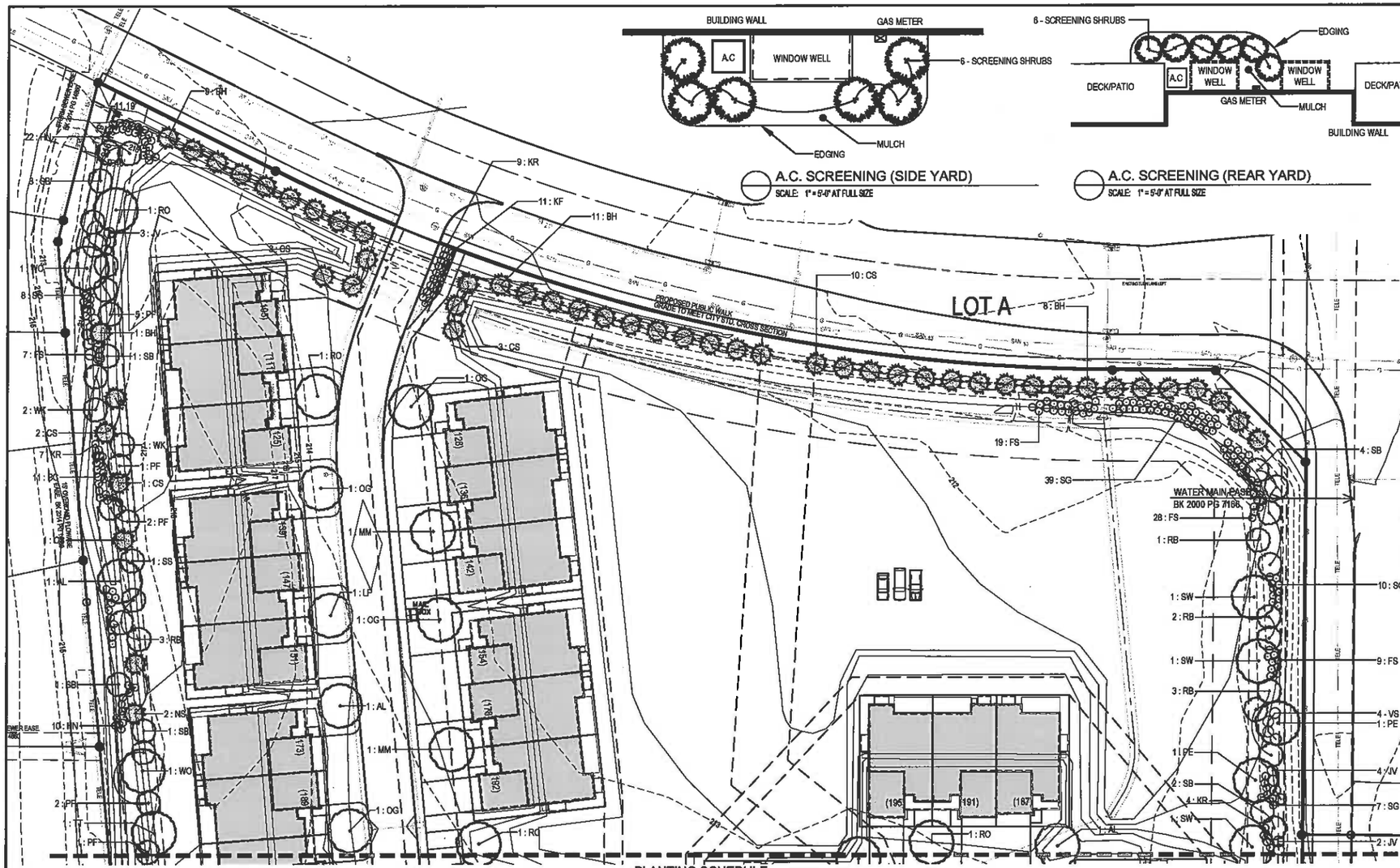
DRAWN BY: SV

CHECKED BY:

REVISION DATE:
1.PER CITY 12-29-14
2.PER CITY 01-12-15
3.DEVELOPMENT NAME & STREET ADDRESSES
4.SPECIAL END UNIT TREATMENT 05-21-15

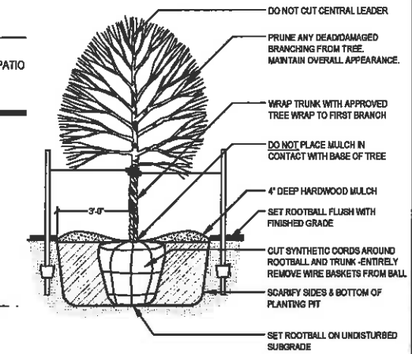
PROJECT NUMBER: 140274

SHEET NUMBER: C5.1

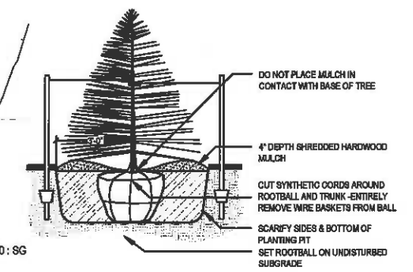


A.C. SCREENING (SIDE YARD)
SCALE: 1" = 5'-0" AT FULL SIZE

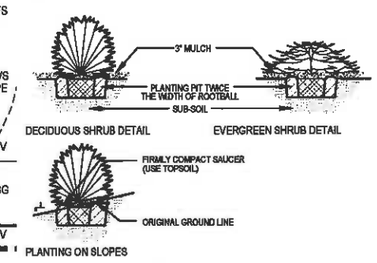
A.C. SCREENING (REAR YARD)
SCALE: 1" = 5'-0" AT FULL SIZE



DECIDUOUS TREE PLANTING (TYP.)
SCALE: NOT TO SCALE



EVERGREEN TREE PLANTING (B&B)
SCALE: NOT TO SCALE



SHRUB PLANTING (TYP)
SCALE: NOT TO SCALE

LANDSCAPE NOTES:

1. ALL SEEDING & LANDSCAPE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
2. SEED ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE.
3. PLANT QUANTITIES ARE FOR CONTRACTOR'S CONVENIENCE, THE DRAWING SHALL PREVAIL IF A CONFLICT OCCURS.
4. ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1).
5. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF INSTALLATION.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REMOVE IDENTIFICATION TAGS AND CORDS ON ALL PLANT MATERIAL PRIOR TO THE COMPLETION OF THE CONTRACT.
7. CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH AROUND ALL TREES, SHRUBS AND GROUND COVER BEDS TO A DEPTH OF 3 INCHES, UNLESS NOTED.
8. STAKE AND WRAP ALL DECIDUOUS TREES IMMEDIATELY AFTER PLANTING. STAKE ALL TREES ACCORDING TO THE STAKING DETAILS. CONTRACTOR SHALL ADJUST AND MAINTAIN GUYING TENSION THROUGHOUT THE PLANT ESTABLISHMENT PERIOD.
9. THE LANDSCAPING CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITE WORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
10. NO LANDSCAPE MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
11. ALL EDGING SHALL BE DURAEDGE 1/8" STEEL EDGING - COLOR GREEN, OR APPROVED EQUAL.
12. CONTRACTOR SHALL BE RESPONSIBLE MAINTAINING APPROPRIATE LEVEL OF WATERING FOR ALL NEW PLANTS FOR A PERIOD OF 30 DAYS.
13. ALL SHRUB AND PERENNIAL PLANTING BEDS SHALL INCORPORATE TYPAR 3301 NONWOVEN LANDSCAPE FABRIC (OR SIMILAR) AND 3" THICK SHREDDED HARDWOOD MULCH.
14. ALL BEDS TO RECEIVE PRE-EMERGENT WEED CONTROL BEFORE AND AFTER MULCH IS INSTALLED.
15. ALL A.C. UNITS ON THE SITE MUST BE SCREENED FROM VIEW PER CITY CODE. EACH A.C. UNIT IS TO BE SCREENED BY THREE SHRUBS OF THE SAME SPECIES.

PLANTING SCHEDULE

CODE	QUAN	COMMON NAME	LATIN NAME	SIZE	ROOT	NOTES
AL	7	AMERICAN LINDEN	TILIA AMERICANA	2.5" CAL	B&B	MATCHED SPECIMENS
LP	8	LONDON PLANETREE	PLATANUS ACERIFOLIA 'BLOODGOOD'	2.5" CAL	B&B	MATCHED SPECIMENS
MM	5	MARMO MAPLE	ACER X. FREEMANII 'MARMO'	2.5" CAL	B&B	MATCHED SPECIMENS
OG	11	OCTOBER GLORY MAPLE	ACER RUBRUM 'OCTOBER GLORY'	2.5" CAL	B&B	MATCHED SPECIMENS
PE	3	PIONEER ELM	ULMUS X 'PIONEER'	2.5" CAL	B&B	MATCHED SPECIMENS
RO	19	RED OAK	QUERCUS RUBRA	2.5" CAL	B&B	MATCHED SPECIMENS
SO	3	SCARLET OAK	QUERCUS COCCINEA	2.5" CAL	B&B	MATCHED SPECIMENS
SW	4	SWAMP WHITE OAK	QUERCUS BICOLOR	2.5" CAL	B&B	MATCHED SPECIMENS
TT	14	TULIP TREE	LIRIODENDRON TULIPIFERA	2.5" CAL	B&B	MATCHED SPECIMENS
WO	5	WHITE OAK	QUERCUS ALBA	2.5" CAL	B&B	MATCHED SPECIMENS
PF	23	PRAIRIE FIRE CRABAPPLE	MALUS 'PRAIRIE FIRE'	1.5" CAL	B&B	MATCHED SPECIMENS
RB	34	EASTERN REDBUD	CERCIS CANADENSIS	1.5" CAL	B&B	MATCHED SPECIMENS
SB	23	AUTUMN BRILLIANCE SERVICEBERRY	AM ELANCHIER GRANDIFLORA 'AUTUMN BRILLIANCE'	8'HT	B&B	MATCHED SPECIMENS (CLUMP FORM)
SS	23	SPRING SNOW CRABAPPLE	MALUS 'SPRING SNOW'	1.5" CAL	B&B	MATCHED SPECIMENS
WK	27	WINTER KING HAWTHORN	CRATAEGUS VIRIDIS 'WINTER KING'	1.5" CAL	B&B	MATCHED SPECIMENS
BH	47	BLACK HILLS SPRUCE	PICEA GLAUCA DENSATA	8'	B&B	FULL FORM TO GROUND
CS	29	COLORADO SPRUCE	PICEA PUNGENS	8'	B&B	FULL FORM TO GROUND
NS	5	NORWAY SPRUCE	PICEA ABIES	8'	B&B	FULL FORM TO GROUND
AC	43	ALPINE CURRANT	RIBES ALPINUM	#5	CONT	FULL FORM - MATCHED
BC	53	BLACK CHOKEBERRY	AROMA MELANOCARPA	#5	CONT	FULL FORM - MATCHED
FS	125	FRAGRANT SUMAC	RHUS AROMATICA	#5	CONT	FULL FORM - MATCHED
HN	42	HAKURA NISHIKI WILLOW	SALIX INTEGRA 'HAKURA NISHIKI'	#5	CONT	FULL FORM - MATCHED
ID	29	IVANTI DOGWOOD	CORNUS SERICEA 'IVANTI'	#5	CONT	FULL FORM - MATCHED
JV	38	JUDD VIBURNUM	VIBURNUM JUDDI	30"	B&B	FULL FORM - MATCHED
KF	11	KARL FOERSTER FEATHER REED GRASS	CALAMAGROSTIS ACUTIFOLIA 'KARL FOERSTER'	#1	CONT	FULLY ROOTED IN CONTAINER
KR	52	KNOCKOUT ROSE	ROSA X 'RADRAZZ'	#5	CONT	FULL FORM - MATCHED
LD	42	LITTLE DEVIL NINEBARK	PHYSOCARPUS OPULIFOLIUS 'LITTLE DEVIL'	#5	CONT	FULL FORM - MATCHED
SG	106	SPRING GLORY FORSYTHIA	FORSYTHIA X 'SPRING GLORY'	#5	CONT	FULL FORM - MATCHED
VS	4	VANHOUTTE SPIREA	SPIRAEA VANHOUTTEI	#5	CONT	FULL FORM - MATCHED
			A.C. SCREENING PLANTS			
LL	120	LITTLE LIME HYDRANGEA	HYDRANGEA PANICULATA 'LIME'	#5	CONT	20 NORTH FACING LOCATIONS
AC	120	ALPINE CURRANT	RIBES ALPINUM	#5	CONT	20 SOUTH FACING LOCATIONS
ID	78	IVANTI DOGWOOD	CORNUS SERICEA 'IVANTI'	#5	CONT	13 EAST FACING LOCATIONS
LD	78	LITTLE DEVIL NINEBARK	PHYSOCARPUS OPULIFOLIUS 'LITTLE DEVIL'	#5	CONT	13 EAST FACING LOCATIONS

LANDSCAPE REQUIREMENTS:

OPEN SPACE REQUIREMENTS

TOTAL SIZE OF LOT	581,242 SF
TOTAL REQUIRED OPEN SPACE (20%)	145,311 SF
TOTAL LANDSCAPE UNITS (1 / 3000 OF OPEN SPACE)	48.4
TOTAL TREES REQUIRED (2 PER LANDSCAPE UNIT)	97
TOTAL SHRUBS REQUIRED (6 PER LANDSCAPE UNIT)	146

WEST BUFFERYARD

TOTAL LENGTH	958.4'
TOTAL LANDSCAPE UNITS (1 / 35 LINEAR FEET)	27.4
TOTAL TREES REQUIRED (1 PER UNIT)	28
TOTAL ORNAMENTAL TREES REQUIRED (2 PER UNIT)	55
TOTAL SHRUBS REQUIRED (6 PER UNIT)	165

SOUTH BUFFERYARD

TOTAL LENGTH	590.9'
TOTAL LANDSCAPE UNITS (1 / 35 LINEAR FEET)	16.9
TOTAL TREES REQUIRED (1 PER UNIT)	17
TOTAL ORNAMENTAL TREES REQUIRED (2 PER UNIT)	34
TOTAL SHRUBS REQUIRED (6 PER UNIT)	102

EAST BUFFERYARD

TOTAL LENGTH	707.3'
TOTAL LANDSCAPE UNITS (1 / 35 LINEAR FEET)	20.2
TOTAL TREES REQUIRED (1 PER UNIT)	21
TOTAL ORNAMENTAL TREES REQUIRED (2 PER UNIT)	41
TOTAL SHRUBS REQUIRED (6 PER UNIT)	122

NOTE: ANY GROUND MOUNTED MECHANICAL EQUIPMENT (A/C) IS REQUIRED TO BE SCREENED FROM VIEW TO PUBLIC ROADWAYS.

STAKING ORIENTATION
NORTH NORTH

2 STAKES - 3" CAL. & LESS
3 STAKES - GREATER THAN 3" CAL.

USE HOSE GUARDS AROUND TRUNK ON STAKING WIRE. TIE WIRE TO STEEL POSTS PLACED OUTSIDE PLANT PIT..

LEAVE STAKES IN PLACE NO MORE THAN 1 YEAR FROM INSTALLATION. CONTRACTOR RESPONSIBLE FOR REMOVAL.

GRAPHIC SCALE
30 0 15 30 60

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Civil Engineering & Land Surveying Established 1959

PLATINUM POINTE TOWNHOMES
SITE PLAN / PRELIMINARY PLAT

LANDSCAPE PLAN

REFERENCE NUMBER:

DRAWN BY: SV

CHECKED BY:

REVISION DATE:
1. PER CITY 12-29-14
2. PER CITY 01-12-15
3. DEVELOPMENT NAME & STREET ADDRESSES
4. SPECIAL END UNIT TREATMENT

PROJECT NUMBER: 140274

SHEET NUMBER: C6.1

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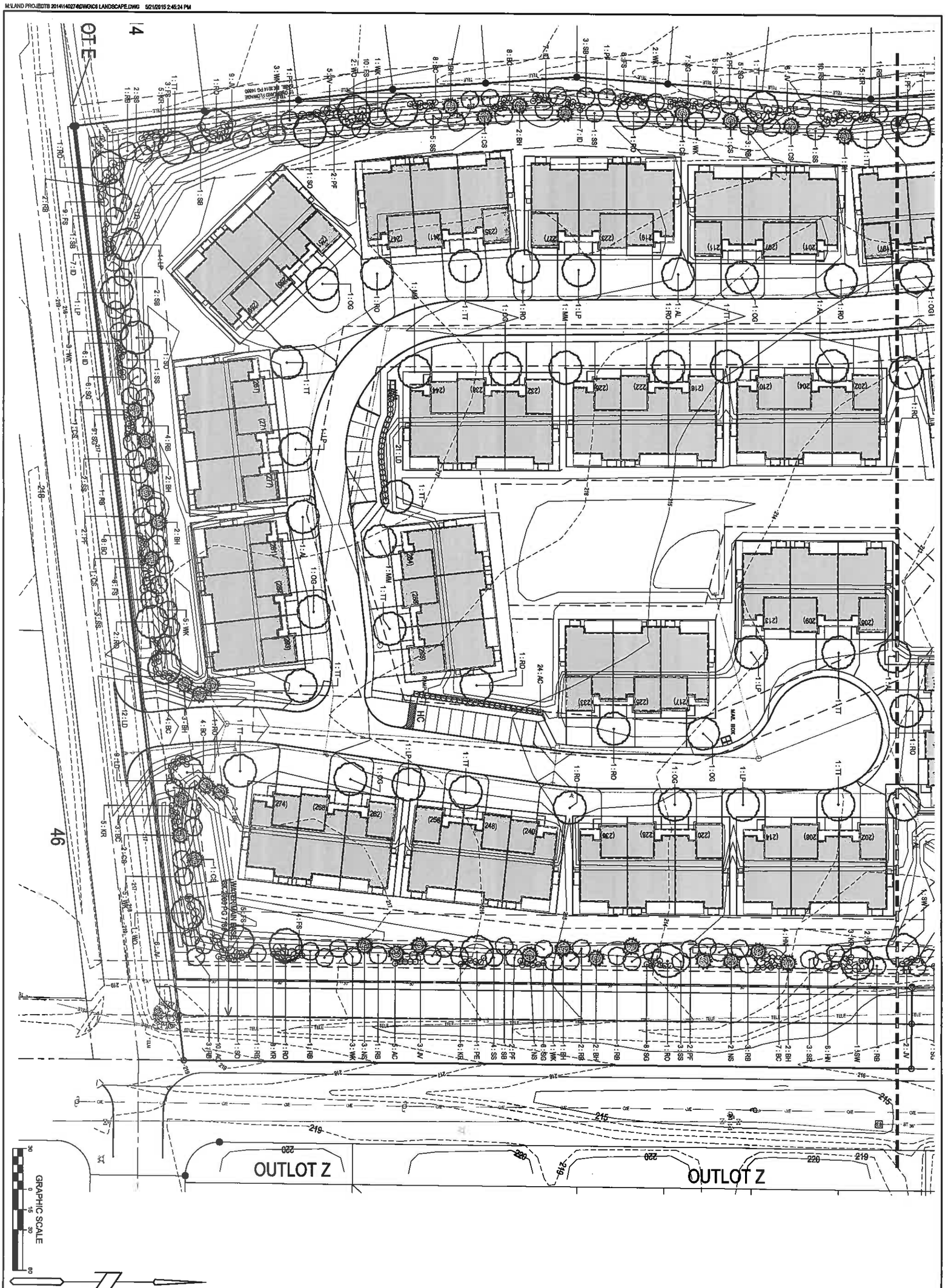

PLATINUM POINTE TOWNHOMES

SITE PLAN / PRELIMINARY PLAT

LANDSCAPE PLAN

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DRAWN BY: SY

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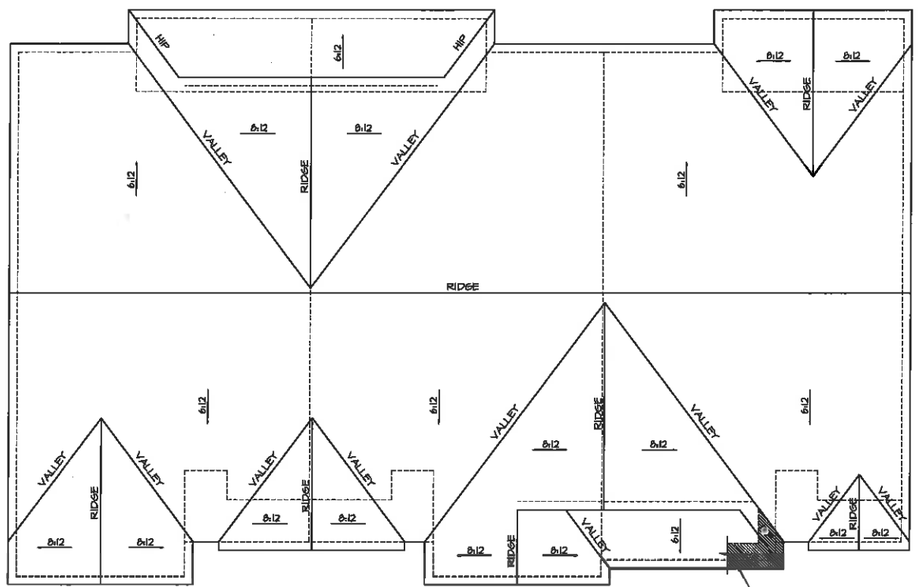
1.PER CITY 12-29-14
2.PER CITY 02-27-15
3.DEVELOPMENT NAME & STREET ADDRESSES
4.SPECIAL END UNIT TREATMENT

PROJECT NUMBER: 140274

SHEET NUMBER: C6.2

ATTACHMENT D

FRONT ELEVATION
SCALE: 1/4" = 1'-0"

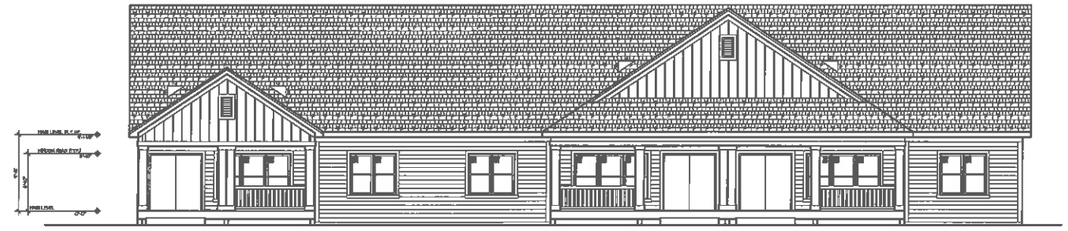


ROOF PLAN
SCALE: 1/8" = 1'-0"

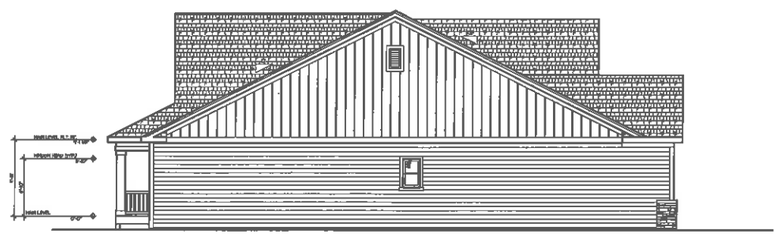
ROOF NOTES:

12" EAVE OVERHANG
12" GABLE RAKES
8:12 SIDE TO SIDE
6:12 FRONT TO BACK

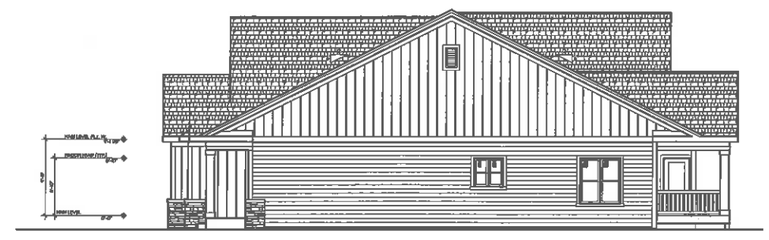
PROVIDE RIDGE, HIP AND SOFFIT VENTING TO COMPLY W/ GOVERNING CODES



REAR ELEVATION
SCALE: 1/8" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

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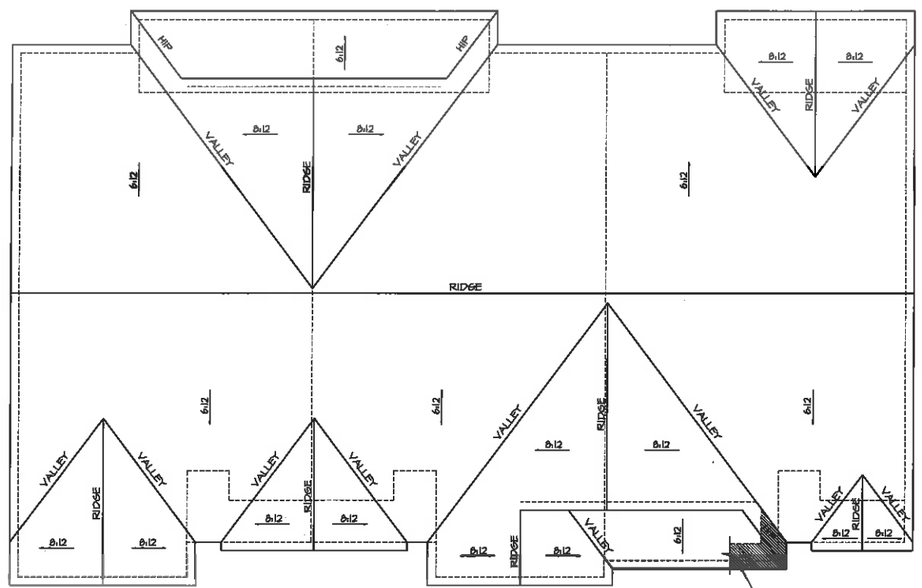
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



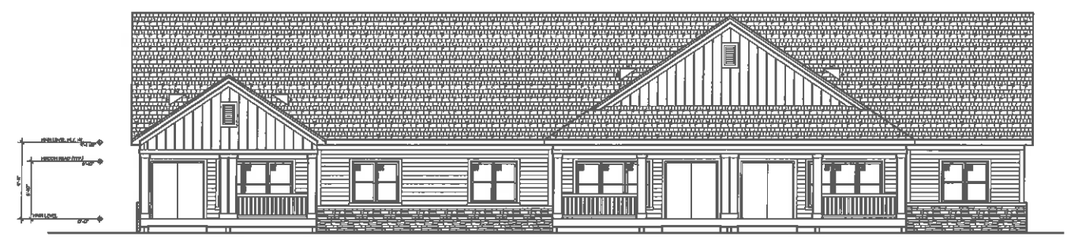
ROOF PLAN
SCALE: 1/8" = 1'-0"

SNOW AND ICE BARRIER ALONG ALL EAVES & RAKES 2'-0" PAST OUTSIDE FACE (TYPICAL @ ALL EXTERIOR EAVES)

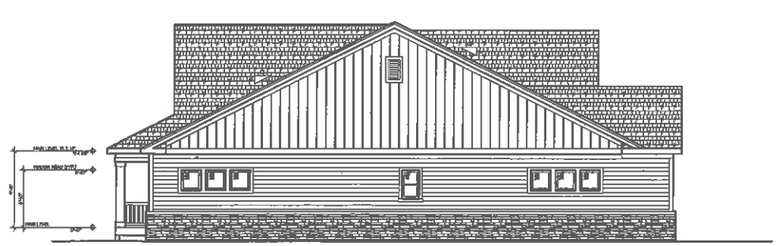
ROOF NOTES:

12" EAVE OVERHANG
12" GABLE RAKES
8:12 SIDE TO SIDE
6:12 FRONT TO BACK

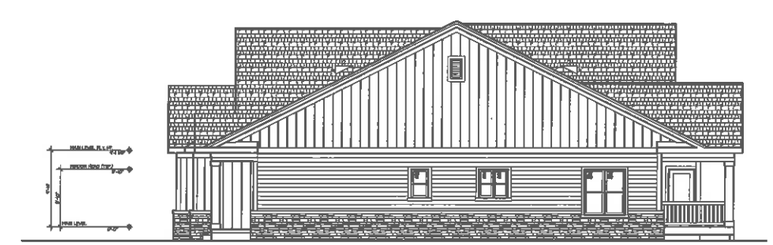
PROVIDE RIDGE, HIP AND SOFFIT VENTING TO COMPLY W/ GOVERNING CODES



REAR ELEVATION
SCALE: 1/8" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

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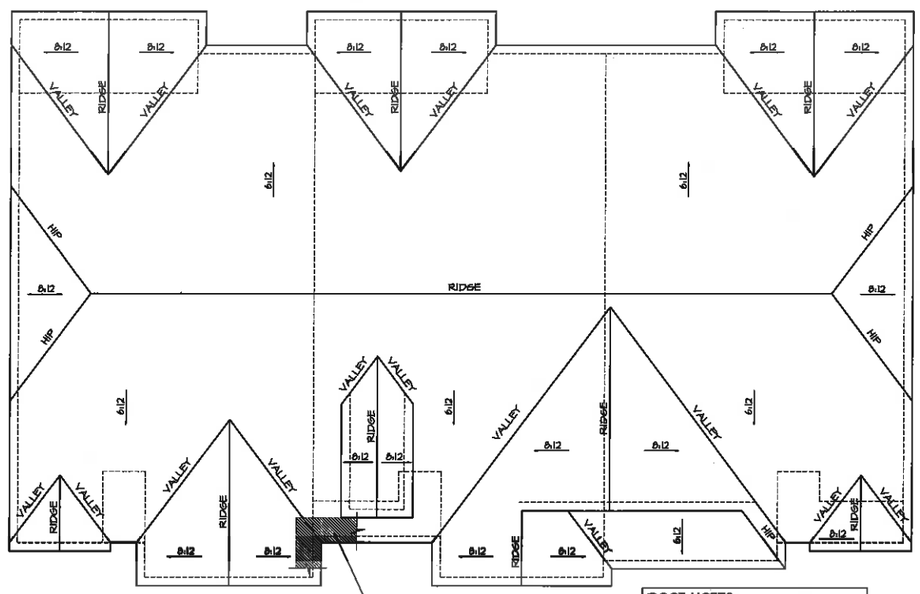
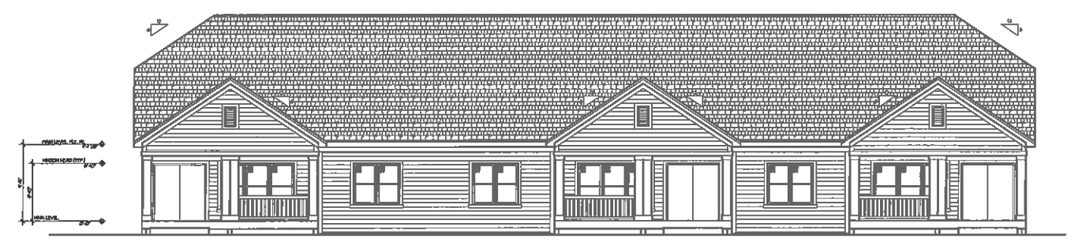
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



ROOF PLAN
SCALE: 1/8" = 1'-0"

ROOF NOTES:
12" EAVE OVERHANG 12" GABLE RAKES 8:12 SIDE TO SIDE 6:12 FRONT TO BACK
PROVIDE RIDGE, HIP AND SOFFIT VENTING TO COMPLY W/ GOVERNING CODES



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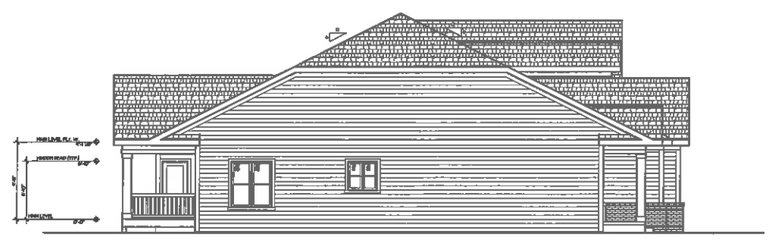

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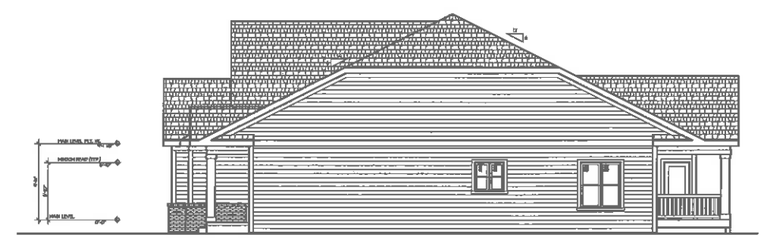

RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

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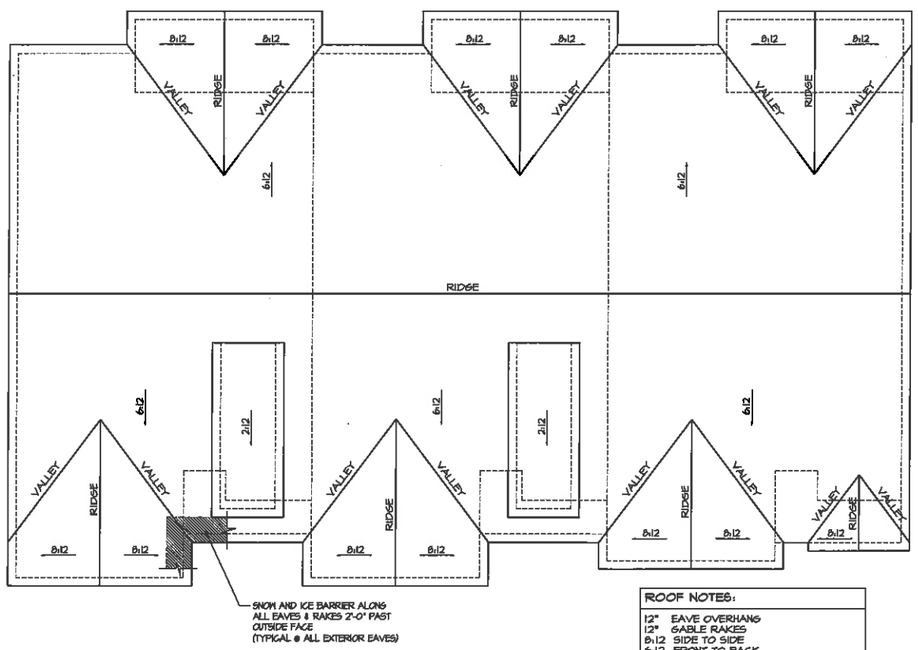
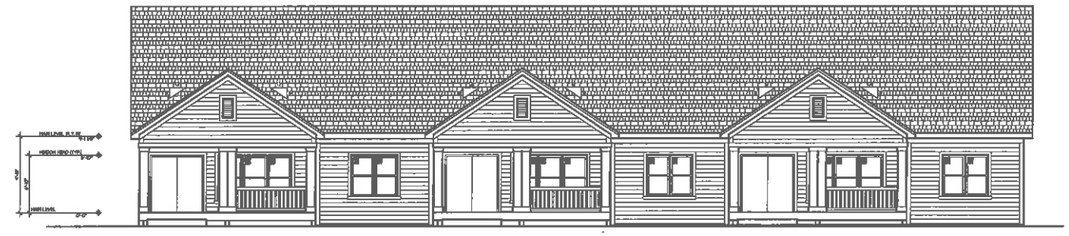
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



ROOF PLAN
SCALE: 1/8" = 1'-0"

ROOF NOTES:
12" EAVE OVERHANG 12" GABLE RAKES 8:12 SIDE TO SIDE 6:12 FRONT TO BACK
PROVIDE RIDGE, HIP AND SOFFIT VENTING TO COMPLY W/ GOVERNING CODES



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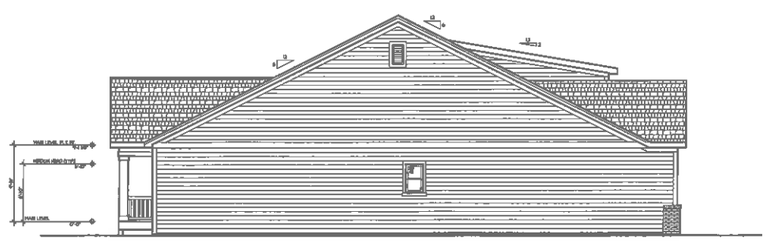

LEFT ELEVATION
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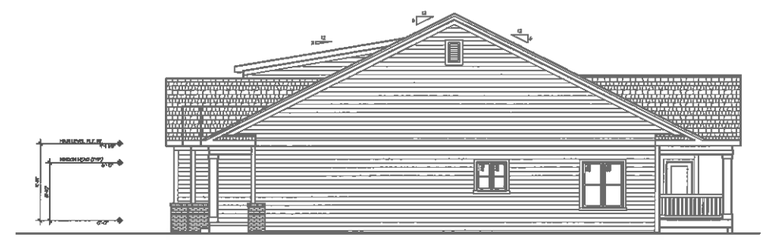

RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

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1605 N. ANKENY BLVD #130
ANKENY, IOWA 50023
PHONE: (515) 965-5936
FAX: (515) 965-5935
info@imprintarchitects.com
leave your mark

Platinum Pointe- UNIT A3

West Des Moines, Iowa

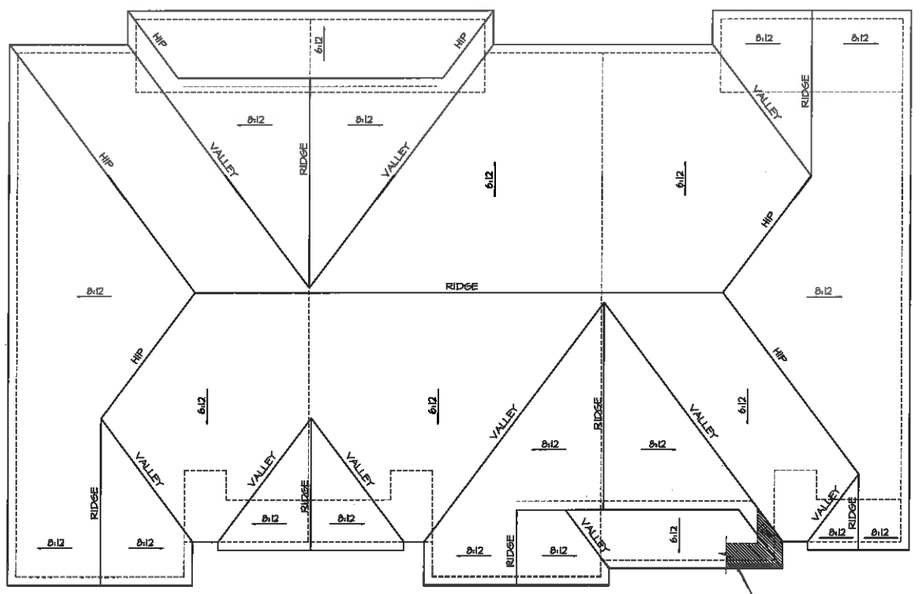
DATE:	DRAWN BY:	CHK'D BY:
1-12-15	CN	KC

REVISED:

A1

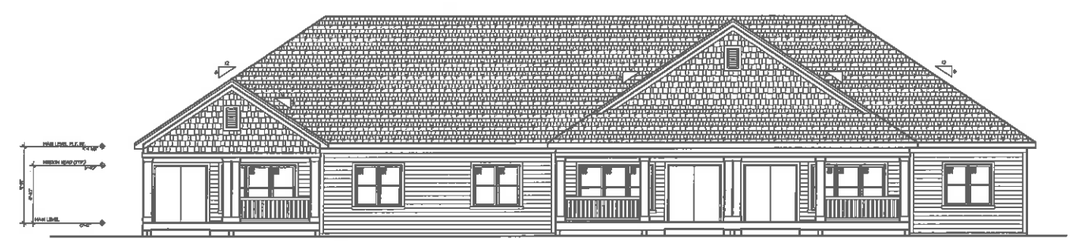
© imprint ARCHITECTS

FRONT ELEVATION
SCALE: 1/4" = 1'-0"

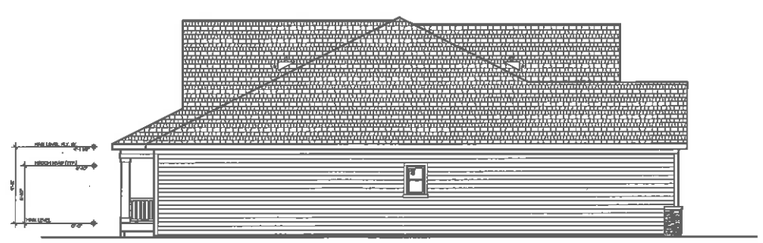


ROOF PLAN
SCALE: 1/8" = 1'-0"

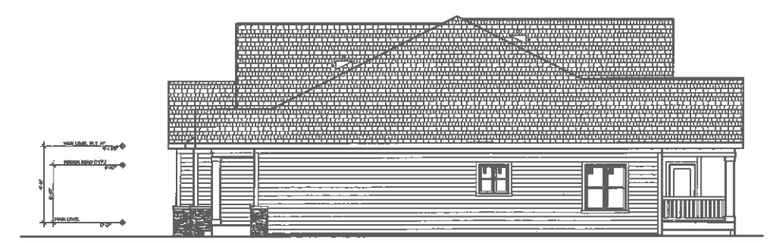
ROOF NOTES:
12" EAVE OVERHANG 12" GABLE RAKES 8:12 SIDE TO SIDE 6:12 FRONT TO BACK
PROVIDE RIDGE, HIP AND SOFFIT VENTING TO COMPLY W/ GOVERNING CODES



REAR ELEVATION
SCALE: 1/8" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

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14-205

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UNIT A4

Platinum Pointe

West Des Moines, Iowa

DATE:	DRAWN BY:	CHK'D BY:
1-12-15	CN	KC

REVISED:

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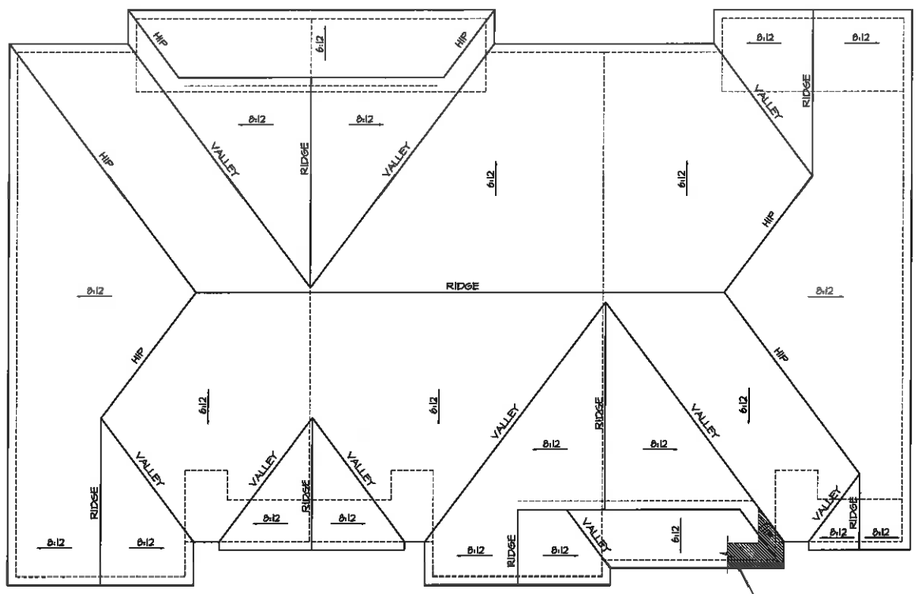
FRONT ELEVATION
SCALE: 1/4" = 1'-0"

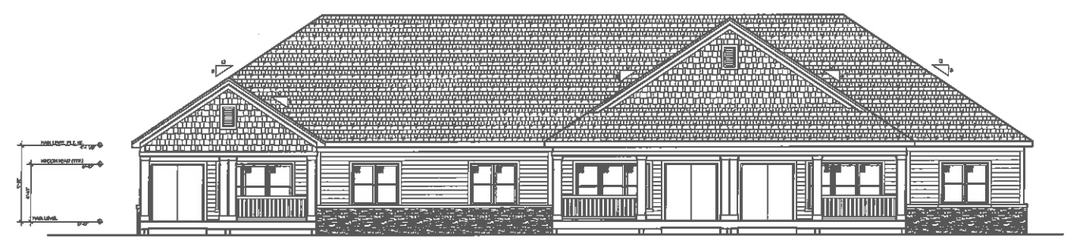


ROOF NOTES:

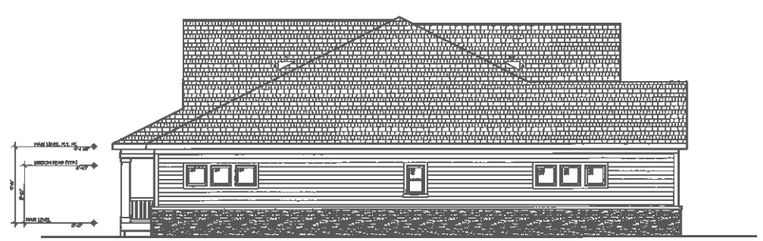
12" EAVE OVERHANG
12" GABLE RAKES
8:12 SIDE TO SIDE
6:12 FRONT TO BACK

PROVIDE RIDGE, HIP AND SOFFIT VENTING TO COMPLY W/ GOVERNING CODES

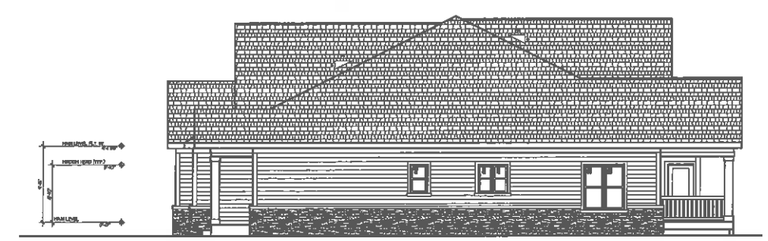
ROOF PLAN
SCALE: 1/8" = 1'-0"



REAR ELEVATION
SCALE: 1/8" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

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UNIT A4 END UNIT

Platinum Pointe-
West Des Moines, Iowa

DATE:	DRAWN BY:	CHK'D BY:
5-16-15	CN	KC

REVISED:

A1

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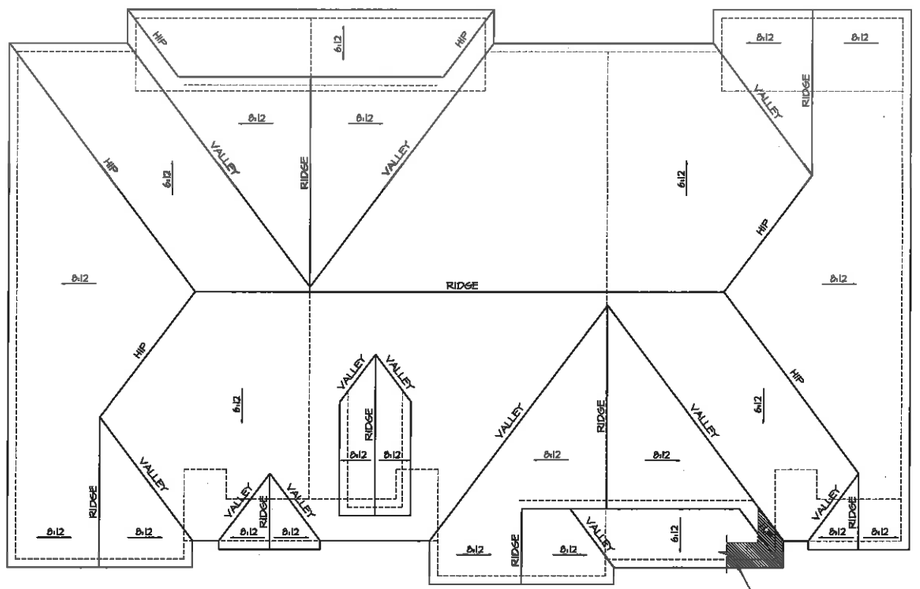
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



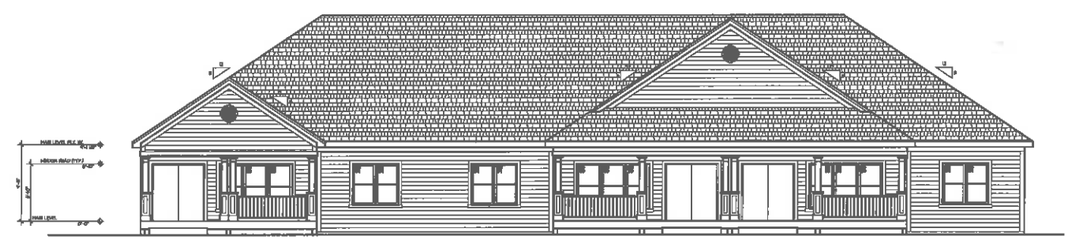
ROOF PLAN
SCALE: 1/8" = 1'-0"

ROOF NOTES:

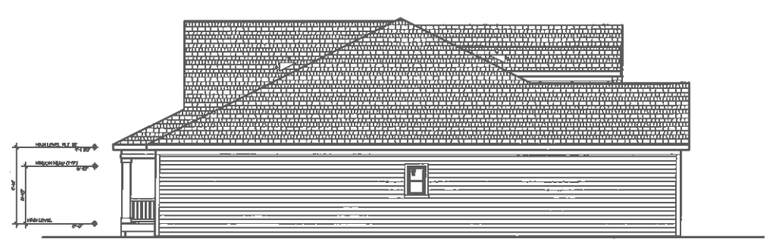
12" EAVE OVERHANG
12" GABLE RAKES
8:12 SIDE TO SIDE
6:12 FRONT TO BACK

PROVIDE RIDGE, HIP AND SOFFIT VENTING TO COMPLY W/ GOVERNING CODES

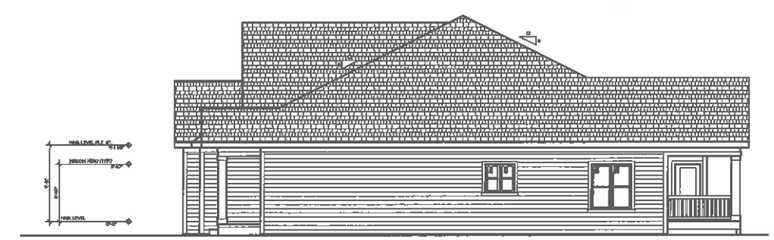
SNOW AND ICE BARRIER ALONG ALL EAVES & RAKES 2'-0" PAST OUTSIDE FACE (TYPICAL @ ALL EXTERIOR EAVES)



REAR ELEVATION
SCALE: 1/8" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

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Platinum Pointe- UNIT A5

West Des Moines, Iowa

DATE:	DRAWN BY:	CHK'D BY:
1-18-18	CN	KC

REVISED:

A1

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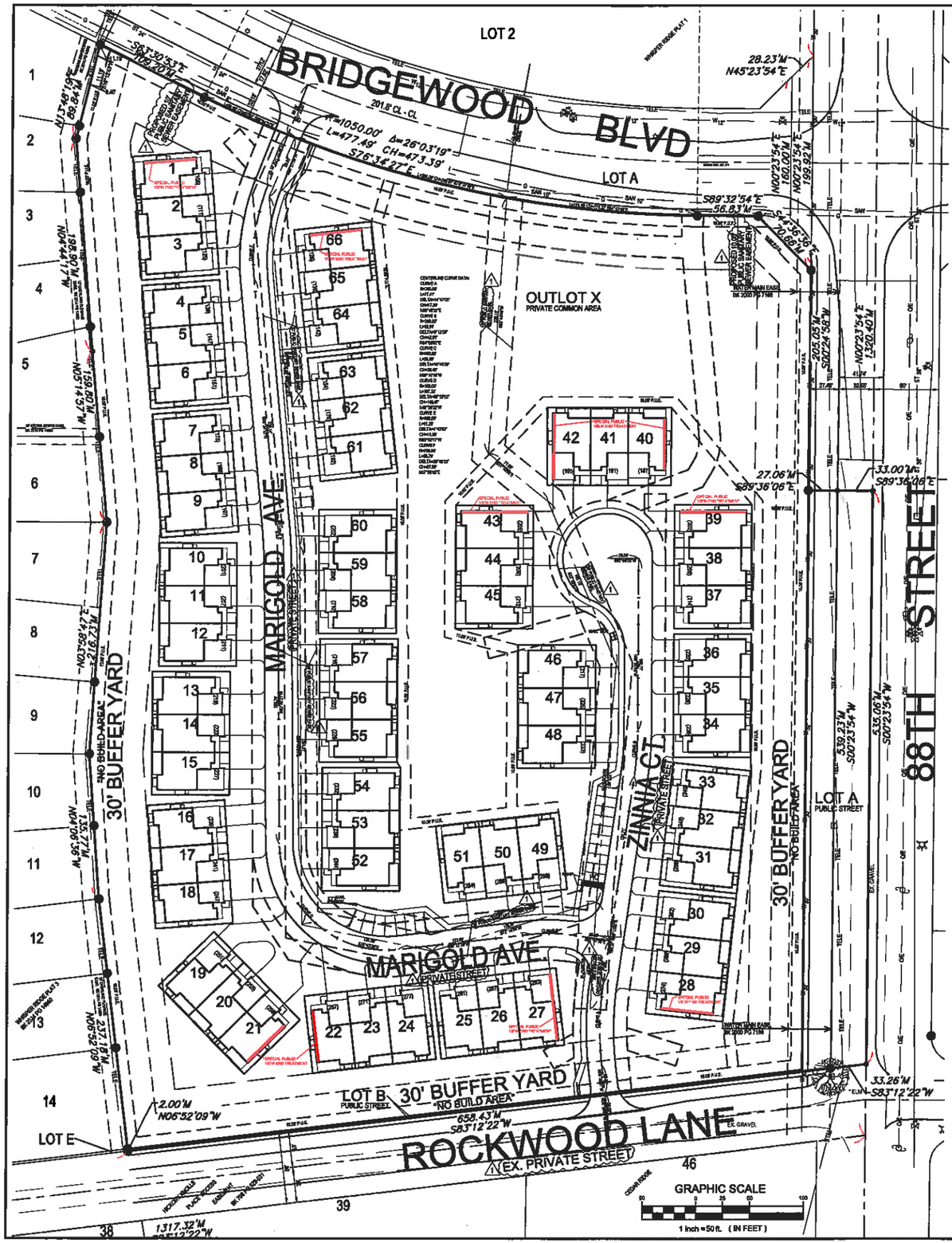
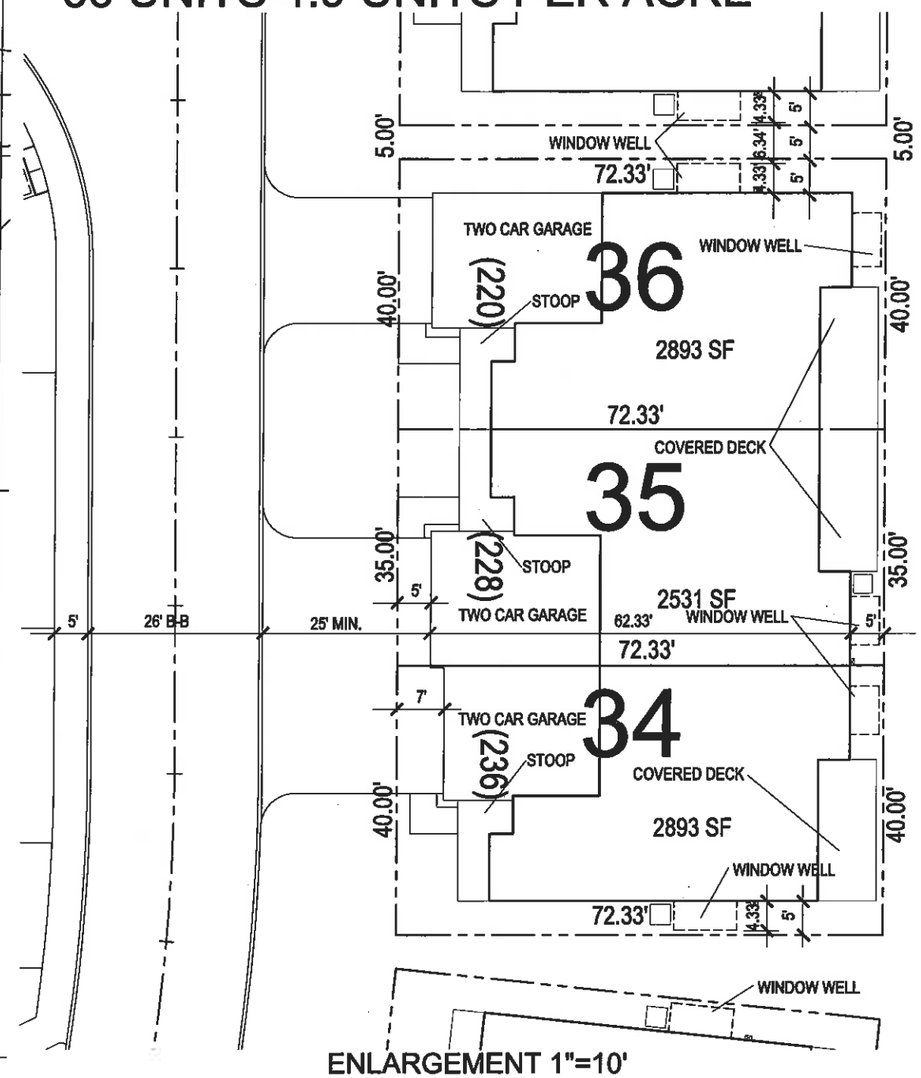
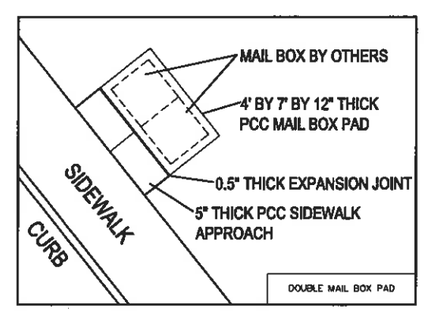
ATTACHMENT E

PLATINUM POINTE TOWNHOMES
66 UNITS 4.9 UNITS PER ACRE





ENLARGEMENT 1"=10'



PAVEMENT THICKNESS NOTE:

1. PRIVATE STREET PAVEMENT SHALL BE 7" THICK PCC.
2. ALL PAVEMENT WITHIN PUBLIC RIGHT-OF-WAY SHALL BE 8" THICK PCC.
3. ALL PUBLIC AND PRIVATE STREET AND WALK PAVEMENT SHALL BE PLACED ON 12" THICK PREPARED SOIL SUBGRADE.
4. SIDEWALKS SHALL BE 5" THICK PCC UNLESS NOTED OTHERWISE ON PLANS.

STREET NAME SIGN:

FURNISH AND INSTALL TWO STREET NAME SIGNS IN ACCORDANCE WITH ALL CITY OF WEST DES MOINES REQUIREMENTS FOR STREET NAME SIGNS.

TOWNHOME UNITS:

UNITS ARE ONE STORY WITH BASEMENT.

SPECIAL END UNIT TREATMENT:

UNITS NOTED ON THIS PLAN FOR SPECIAL END UNIT TREATMENT INCLUDE LOTS 1, 21, 22, 27, 28, 39, 40, 42, 43, AND 66. THESE UNITS, REGARDLESS OF STYLE, SHALL HAVE STONE OR MASONRY AS THE STYLE DICTATES WRAP AROUND THE FULL LENGTH OF THE END IN THE SAME MANNER AS PROVIDED ON THE FRONT AND REAR ELEVATIONS. UNIT TYPES SELECTED FOR THE PUBLIC VIEW ENDS INDICATED SHALL BE REVIEWED AND APPROVED BY THE CITY OF WEST DES MOINES DURING THE BUILDING PERMIT PROCESS.

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

PLATINUM POINTE TOWNHOMES
SITE PLAN / PRELIMINARY PLAT

LAYOUT PLAN

REFERENCE NUMBER:

DRAWN BY: SV

CHECKED BY:

REVISION DATE:
1. PER CITY 12-29-14
2. PER CITY 01-12-15
3. DEVELOPMENT NAME & STREET ADDRESSES
4. SPECIAL END UNIT TREATMENT 05-21-15

PROJECT NUMBER: 140274

SHEET NUMBER: C2.1

EXHIBIT II

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

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, APPROVING A PRELIMINARY PLAT TO SUBDIVIDE THE PROPERTY INTO 66 LOTS, 2 STREET LOTS AND 1 OUTLOT AND APPROVE A SITE PLAN FOR THE CONSTRUCTION OF 66 DETACHED TOWNHOMES

WHEREAS, pursuant to the provisions of Title 10, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Hale Development Company LLC, has requested approval of a Preliminary Plat (PP-002567-2014) for that approximately 13.3 acre site generally located at the southwest corner of Bridgewood Boulevard and S. 88th Street and legally described below for the purpose of subdividing the property into 66 postage stamp lots, 2 street lots and 1 outlot for common use and storm water detention;

WHEREAS, pursuant to the provisions of Title 9, Chapter 1 et seq, of the West Des Moines Municipal Code, the applicant, Hale Development Company LLC, has requested approval of a Site Plan (SP-002568-2014) for that approximately 13.3 acre site generally located at the southwest corner of Bridgewood Boulevard and S. 88th Street to allow the construction of 66 detached townhomes and associated site improvements;

Legal Description of Property

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.

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 May 26, 2015, the Plan and Zoning Commission did recommend to the City Council approval of the Preliminary Plat and Site Plan for Platinum Pointe Townhomes (PP-002567-2014 and SP-002568-2014);

WHEREAS, on, June 1, 2015, this City Council held a duly-noticed meeting to consider the application for Preliminary Plat and Site Plan for Platinum Pointe Townhomes (PP-002567-2014 and SP-002568-2014);

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

SECTION 1. The findings, for approval, stated in the staff report, dated June 1, 2015, or as amended orally at the City Council meeting of June 1, 2015, are adopted.

SECTION 2. Platinum Pointe Townhomes Preliminary Plat (PP-002567-2014) and Site Plan (SP-002568-2014) is approved, subject to compliance with all the conditions in the staff report, dated June 1, 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 on June 1, 2015.

_____

Steve Gaer
Mayor

ATTEST:

_____

Ryan T. Jacobson
City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Des Moines, Iowa, at a regular meeting held on June 1, 2015, by the following vote:

ATTEST:

_____

Ryan T. Jacobson
City Clerk

Exhibit A
Conditions of Approval

1. The applicant agreeing to implement enhanced architecture on those building facades that have been identified to be highly visible.

2. The applicant agreeing to vary the design, style and colors of adjacent units so as to avoid duplication of same units adjacent to one another.

3. ~~In compliance with the PUD, a minimum of five feet (5') as measured from the lot line of the postage stamp lot to the closest element of the dwelling building, including roof overhangs, bump-outs, bay windows, etc. shall be provided; and~~ *In compliance with the PUD, 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.* (Condition modified by the Plan and Zoning Commission at the meeting.)

4. The applicant acknowledging that the public improvements associated with the adjacent streets (S88th Street and Rockwood Lane/Coachlight Drive), as well as public sidewalks and streetlights, will need to be completed prior to the issuance of any Final Occupancy permits.

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

Date: June 1, 2015

ITEM: Bridgewood Drive Vacation, North end of Bridgewood Drive – Vacate that portion of Bridgewood Drive located north of Beechtree Lane – Ryan Companies US, Inc. - VAC-002728-2015

MOTION: Refer to Plan and Zoning Commission

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant, Ryan Companies US, Inc., is requesting to vacate that portion of Bridgewood Drive, located north of Beechtree Lane. The applicant requests to make this section of Bridgewood Drive and the roadway extension through the proposed Jordan West development private in order to be able to implement traffic calming measures per the request of the adjacent Bridgewood residents that otherwise would not be allowed if the road were public. Terminating the public roadway at the intersection of Beechtree Lane makes for a clear demarcation line between public and private roadways and a logical path for city maintenance vehicles to exit the area.

At this time the petitioner is requesting the City Council initiate a vacation request and refer it to the Plan and Zoning Commission for their review and recommendation. The initiation of the vacation request by the City Council does not indicate support or opposition to the Zone Change Specific Plan request pending on this site. The initiation of the request responds to the due process rights of the petitioner.

RECOMMENDATION: Staff recommends initiation of the Vacation Request for a portion of Bridgewood Drive and forward it to the Plan and Zoning Commission for their review and recommendation.

Lead Staff Member: Brian Portz, Planner BP

Staff Reviews:

Department Director	
Appropriations/Finance	
Legal	JBW
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	n/a	
Date(s) Published	n/a	
Letter sent to surrounding property owners		n/a

SUBCOMMITTEE REVIEW (if applicable)

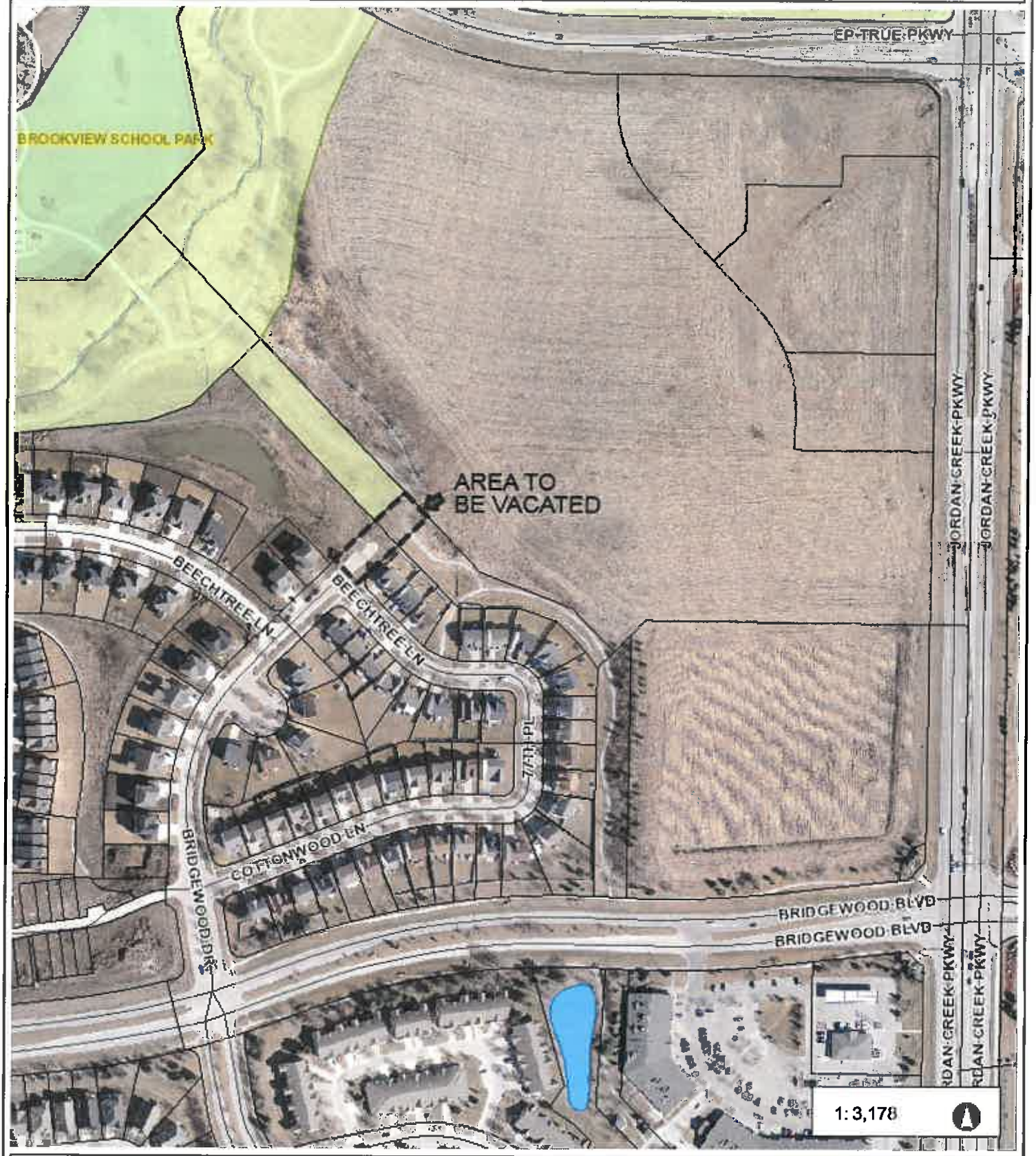
Committee	Development and Planning		
Date Reviewed	March 12, 2015		
Recommendation	Yes X	No ☐	Split ☐

ATTACHMENTS:

Exhibit I - Location Map
Exhibit II - Vacation Sketch

EXHIBIT I

Bridgewood Drive Vacation



529.7 0 264.87 529.7 Feet

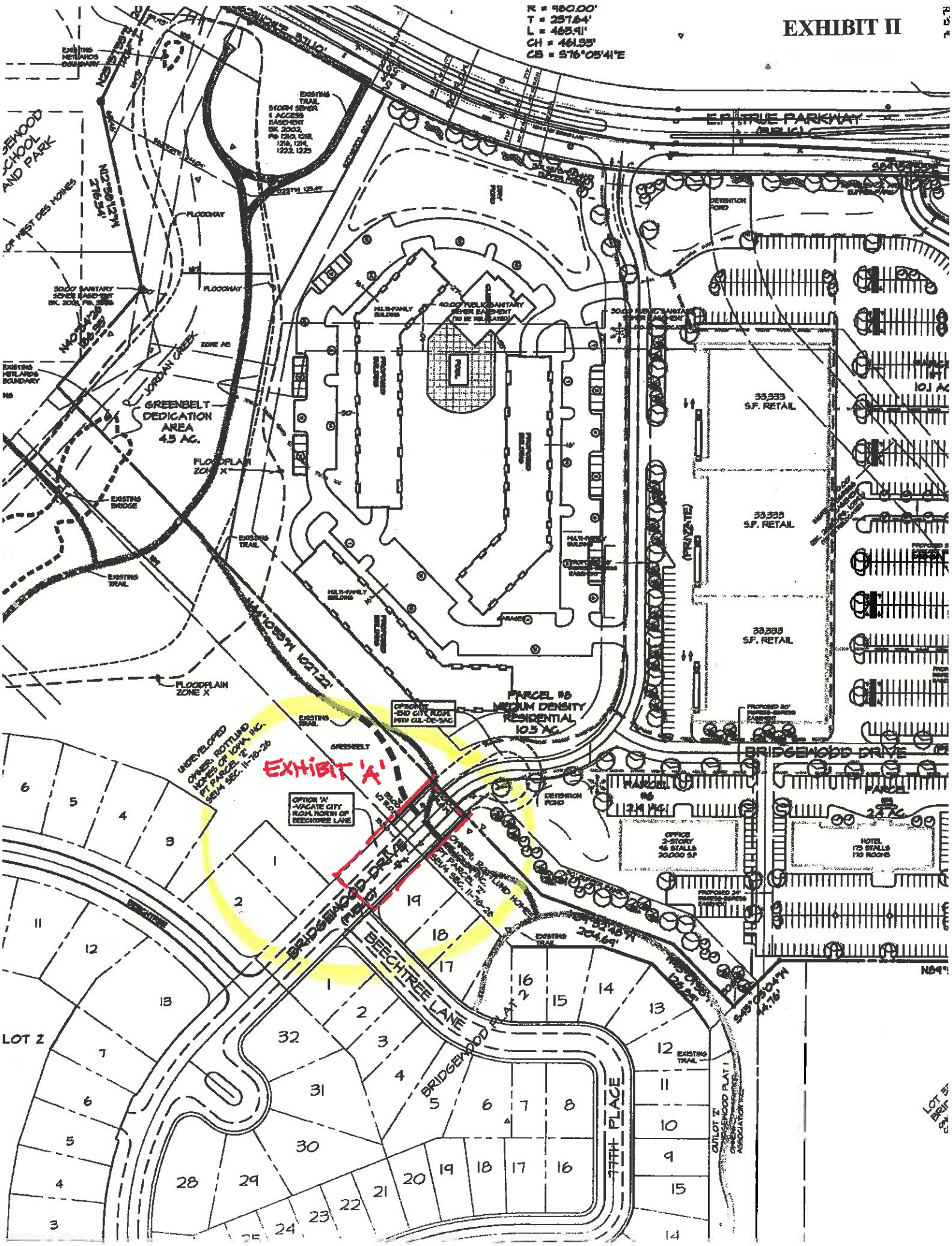
NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet

© 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

EXHIBIT II



R = 960.00'
T = 257.64'
L = 465.91'
CH = 461.35'
CB = S76°05'41"E
E.P. TRUE PARKWAY
EXISTING TRAIL
STORM SEWER & ACCESS EASEMENT BK 2002, PG 1210, 1213, 1216, 1214, 1222, 1225
FLOODWAY
JORDAN CREEK
GREENBELT DEDICATION AREA 4.5 AC.
FLOODPLAIN ZONE X
EXISTING BRIDGE
EXISTING TRAIL
MULTI-FAMILY BUILDING
40.00' PUBLIC SANITARY SEWER EASEMENT (TO BE RELOCATED)
DETENTION POND
33,333 S.F. RETAIL
33,333 S.F. RETAIL
33,333 S.F. RETAIL
(PRIVATE)
PARCEL #8 MEDIUM DENSITY RESIDENTIAL 10.5 AC.
OPTION "A" -END CITY R.O.M. WITH CUL-DE-SAC
UNDEVELOPED OWNER: ROTTLUND HOMES OF IOWA, INC. PT PARCEL 'Z' SE1/4 SEC. 11-78-26
EXHIBIT 'A'
OPTION 'A' -VACATE CITY R.O.M. NORTH OF BEECHTREE LANE
BRIDGEWOOD DRIVE
PARCEL #6
PARCEL #5
OFFICE 2-STORY 46 STALLS 20,000 S.F.
HOTEL 175 STALLS 170 ROOMS
BEECHTREE LANE
BRIDGEWOOD PLAT 2
77TH PLACE
LOT Z