CITY OF WEST DES MOINES

COUNCIL AGENDA

date: February 17, 2020 **time:** 5:30 P.M.

MAYOR ..... STEVEN K. GAER
COUNCILMEMBER AT LARGE ..... RENEE HARDMAN
COUNCILMEMBER AT LARGE ..... MATTHEW McKINNEY
COUNCILMEMBER 1ST WARD ..... KEVIN L. TREVILLYAN
COUNCILMEMBER 2ND WARD ..... GREG HUDSON
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

a. Carole Chambers, West Des Moines Chamber of Commerce

4. Consent Agenda

a. Motion - Approval of Minutes of February 3, 2020 Meeting

b. Motion - Approval of Bill Lists

c. Motion - Approval of Liquor Licenses:

1. Gilroy's, LLC d/b/a Gilroy's Kitchen + Pub + Patio, 1238 8th Street - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
2. WRLP West Des Moines, LLC d/b/a Hampton Inn, 7060 Lake Drive - Class BW Permit with Sunday Sales and Living Quarters - Renewal
3. Saison Cafe, LLC d/b/a The Hare and the Hound, 4000 Turnberry Drive - Five-Day Class LC Liquor License - Effective February 22-26, 2020
4. Great Plain's Lodging VI, LLC, d/b/a Hilton Garden Inn West Des Moines, 205 South 64th Street - Class LB Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
5. C.C.W., LLC d/b/a Huhot Mongolian Grill, 4100 University Avenue, Suite 101 - Class BW Permit with Sunday Sales - Renewal
6. Kum & Go LC d/b/a Kum & Go #66, 5308 University Avenue - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal

7. Samurai Sushi & Hibachi Restaurant, Inc. d/b/a Samurai Sushi & Hibachi Restaurant, 7125 Mills Civic Parkway, Suite 110 - Class LC Liquor License with Sunday Sales - Renewal
8. Cost Plus, Inc. d/b/a World Market, 4100 University Avenue, Suite 210 - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal

d. Motion - Approval of Extended Sound Permit - Sully's Irish Pub, 860 1st Street

e. Motion - Approval of Memorandum of Understanding - Motor Vehicle Enforcement for a Multi-Agency and Rural Strike Force to Save Lives Federal High Priority Grant

f. Motion - Approval of Contract - City Hall Building Security Services

g. Motion - Approval of Assignment of Investment Management Agreement from Miles Capital, Inc. to Prudent Man Advisors, LLC

h. Motion - Approval of Artist Agreements - 2020 Art on the Campus

i. Motion - Approval of Agreement Amendment - Raccoon River Park Lighting Upgrade

j. Motion - Approval of Change Order #2 - City Entrance Enhancements, Phase 1A

k. Motion - Approval of Amendments to Professional Services Agreements:
1. Osmium Fiber Conduit
2. Raccoon River Basin Segment 5 Sewer
3. MidAmerican Energy RecPlex Owner's Representative Services

l. Resolution - Establish Public Hearing - 2020-21 FY Operating and Capital Budget

m. Resolution - Approval to Authorize Metro Waste Authority to Enter into a Loan Agreement

n. Resolution - Order Construction:
1. 2019 Pavement Markings and On-Street Bike Markings
2. 2019 Sewer Rehabilitation Program
3. 2020 PCC Reconstruction Program
4. Human Services Building Improvements, Phase 2
5. 2020 Court Improvements

o. Resolution - Accept Work:
1. 2018 Sewer Cleaning and Televising Program
2. Intersection Improvements - Intersection of Mills Civic Parkway and South Jordan Creek Parkway and Intersection of Coachlight Drive and South Jordan Creek Parkway

p. Resolution - Approval of 28E Agreements:
1. Des Moines Metropolitan Wastewater Reclamation Authority - Sugar Creek Bank Stabilization, Phase 1
2. West Des Moines Water Works - Radio Antenna on Water Towers, No Cost Water for City Facilities, and Sharing Fiber Optic Technologies

5. Old Business

a. Amendment to City Code - Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances) - Modify the Procedures and Requirements for Nuisances - City Initiated

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

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

a. Pavilion Park, generally located 1,600 feet east of Grand Prairie Parkway and South of I-80 - Amend Comprehensive Plan Land Use Map to Designate Mixed Use, Office, Medium Density, and Single Family Land Use and Establish the Pavilion Park Planned Unit Development (PUD) - Pavilion Park, LC

1. Motion - Continue Public Hearing to March 2, 2020

b. Agreement for Private Development - WillieT, LLC (Continued from February 3, 2020)

1. Motion - Continue Public Hearing to March 2, 2020

c. Conveyance of Excess Property to the City of Waukee - Three Parcels Located on the North Side of I-80 along the Grand Prairie Parkway and I-80 Interchange - City Initiated

1. Resolution - Approval of Conveyance of Property

d. Conveyance of Excess Property to Hurd Black, LLC and Hurd West Glen, LLC - Two Parcels Located along the North Property Line of 8670 and 8550 Mills Civic Parkway - City Initiated

1. Resolution - Approval of Conveyance of Property

e. Conveyance of Property to Hurd Real Estate Services - One Parcel Located approx. 200 feet east of Veterans Parkway and 275 feet west of SE Willow Creek Drive on Vacated Army Post Drive Right-of-Way - City Initiated

1. Resolution - Approval of Conveyance of Property

f. Conveyance of Property Interests to the Des Moines Metropolitan Wastewater Reclamation Authority - Sugar Creek Bank Stabilization Project - City Initiated

1. Resolution - Approval of Conveyance of Property

g. Issuance of Not to Exceed $7,400,000 Essential Corporate Purpose General Obligation Bonds (ECP) - City Initiated

h. Issuance of Not to Exceed $700,000 General Corporate Purpose General Obligation Bonds (GCP-1) - City Initiated

i. Issuance of Not to Exceed $700,000 General Corporate Purpose General Obligation Bonds (GCP-2) - City Initiated

j. Issuance of Not to Exceed $700,000 General Corporate Purpose General Obligation Bonds (GCP-3) - City Initiated

k. Issuance of Not to Exceed $485,000 General Corporate Purpose General Obligation Bonds (GCP-4) - City Initiated

l. Issuance of Not to Exceed $695,000 General Corporate Purpose General Obligation Bonds (GCP-5) - City Initiated

1. Resolution - Instituting Proceedings to Take Additional Action and Authorizing the Issuance and Levying a Tax for Items 6(g) through 6(l)

m. Grand Avenue Improvements, Phase 2 - South Jordan Creek Parkway to South 88th Street - City Initiated
1. Resolution - Approval of Plans and Specifications
2. Motion - Receive and File Report of Bids
3. Resolution - Award Contract

n. City Entrance Enhancements, Phase 1B - City Initiated
1. Resolution - Approval of Plans and Specifications
2. Motion - Receive and File Report of Bids
3. Resolution - Award Contract

o. Grand Avenue Reconstruction, east of I-35 - 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. Amendment to City Code - Title 7 (Public Ways and Property), Chapter 9 (Water Supply Protection) - Modify the Procedures and Requirements for Shallow and Deep Wells - West Des Moines Water Works
1. Ordinance - Approval of First Reading

8. Receive, File and/or Refer

9. Other Matters

a. Legislative Updates

10. Executive Session

a. Potential Acquisition/Disposition of Real Estate

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.

February 3, 2020

West Des Moines City Council Proceedings
Monday, February 3, 2020

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, February 3, 2020 at 5:30 PM. Council members present were: R. Hardman, G. Hudson, M. McKinney, K. Trevillyan, and R. Trimble.

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

Vote 20-029: Hardman, Hudson, McKinney, 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 McKinney expressed appreciation to staff for their efforts in preparing information for the budget workshop. He reported he attended a meeting of the Public Services Subcommittee, where discussion was held on a proposed street reconstruction project in the Valley Junction area. He also attended a meeting of the Valley Junction Neighborhood Association, where discussion was held on how to address an increase in car break-ins and thefts.

Council member Hudson reported he attended a meeting of the Community Compliance Subcommittee, where discussion was held on a proposed ordinance amendment regarding nuisances.

Council member Hardman expressed appreciation to staff for their efforts in preparing information for the budget workshop. She also reported she attended the Bravo Awards Gala.

City Manager Tom Hadden reported staff plans to schedule an upcoming council workshop regarding the West Des Moines Business Incubator at 318 5th Street.

On Item 4. Consent Agenda.

It was moved by Trimble, second by Hardman to approve the consent agenda as presented.

a. Approval of Minutes of January 21, 2020 Meeting
b. Approval of Bill Lists
c. Approval of Liquor Licenses:
    1. Revenge Is a Dish, LLC d/b/a Blue Moon Dueling Piano Bar and Restaurant, 5485 Mills Civic Parkway - Class LC Liquor License with Sunday Sales and

Outdoor Service - Renewal

2. Coach's Pizza, LLC d/b/a Coach's Pizza, 560 South Prairie View Drive - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
3. Famous Dave's Ribs, Inc. d/b/a Famous Dave's, 1720 22nd Street - Class LC Liquor License with Sunday Sales - Renewal
4. Firecreek Grill, LLC d/b/a Fire Creek Grill, 800 South 50th Street, Suite 110 - Class LC Liquor License with Carryout Wine and Outdoor Service - Renewal
5. Lakes Venture, LLC d/b/a Fresh Thyme Farmers Market, 2900 University Avenue, Suite E - Class BC Permit with Carryout Wine and Sunday Sales - Renewal
6. Hy-Vee, Inc. d/b/a Hy-Vee #4, 555 South 51st Street - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
7. HOA Hotels, LLC d/b/a Johnny's Italian Steakhouse, 6075 Mills Civic Parkway - Class LB Liquor License with Carryout Wine, Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
8. Punyesh, LLC d/b/a Vine Food & Liquor, 2704 Vine Street - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
9. W2005/Fargo Hotels (Pool C) Realty, LP d/b/a West Des Moines Residence Inn, 160 South Jordan Creek Parkway - Special Class C Liquor License - Renewal
10. Paper Street Watering Company, LLC d/b/a The Winchester Pub, 224 5th Street - Class LC Liquor License with Sunday Sales - Renewal
11. Muldoon Enterprises LIC d/b/a WineStyles, 5515 Mills Civic Parkway, Suite 120 - Class BW Permit with Carryout Wine, Sunday Sales, and Outdoor Service - Renewal

d. Approval of Orders for Violations of Alcohol Laws

e. Approval of Appointments:
   1. Bicycle Advisory Commission
   2. Board of Adjustment
   3. Plan and Zoning Commission
   4. Sister Cities Commission

f. Approval of Professional Services Agreement - Database Administration Services

g. Approval of Change Order #5 - West Public Services Facility, Building and Site Improvements (Phase 2)

h. Approval of Amendments to Professional Services Agreements:
   1. 2019 Channel Repair Program
   2. West Public Services Facility

i. Establish Public Hearings - Issuance of Not to Exceed $10,680,000 General Obligation Bonds, Series 2020A

j. Order Construction:
   1. 2019 Channel Repair Program
   2. 2019 Stormwater Intake Repair Program
   3. Raccoon River Basin Segment 5 Sewer - Lift Station and Forcemain

k. Approval of Professional Services Agreement - Parks Maintenance Facility Demolition - Environmental Services
l. Establish Just Compensation and Approve Acquisition of Property - 2020 Street Reconstruction
m. Approval and Acceptance of First Amendment to Westowne Centre Development Agreement
n. Proclamation - Iowa Honey Bee Day, February 13, 2020

Vote 20-030: Hardman, Hudson, McKinney, Trevillyan, Trimble…5 yes
Motion carried.

On Item 5 - Old Business: no items

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider Vacation of Storm Drainage Easement, 9141 Mills Civic Parkway - Vacate Storm Drainage Easement Along North and East Edge of Subject Property, initiated by Todd Herren. He asked for the date the notice was published and the City Clerk indicated the notice was published on January 18, 2020 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 McKinney, second by Trimble to adopt Resolution - Approval of Vacation Request.

Vote 20-031: Hardman, Hudson, McKinney, Trevillyan, Trimble…5 yes
Motion carried.

On Item 6(b) Agreement for Private Development, initiated by WillieT, LLC.

It was moved by Trevillyan, second by Hardman to adopt Motion - Continue Public Hearing to February 17, 2020.

Vote 20-032: Hardman, Hudson, McKinney, 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 2019-20 FY Operating and Capital Budget - Amendment #2, 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 January 24, 2020 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by Trevillyan, second by Trimble to adopt Resolution - Approval of Budget Amendment #2.

Vote 20-033: Hardman, Hudson, McKinney, 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 FY 2020-21 Proposed Maximum Property Tax Dollars, 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 January 24, 2020 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 Hudson, second by Trimble to adopt Resolution - Approval of Maximum Property Tax Dollars.

Vote 20-034: Hardman, Hudson, McKinney, Trevillyan, Trimble…5 yes
Motion carried.

On Item 7(a) Continental Plaza Plat 3, 1625 Jordan Creek Parkway - Subdivide Property into Two Commercial Lots, initiated by VKB Management

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

Vote 20-035: Hardman, Hudson, McKinney, Trevillyan, Trimble…5 yes
Motion carried.

On Item 7(b) Amendment to City Code - Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances) Modify the Procedures and Requirements for Nuisances, initiated by the City of West Des Moines

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

The City Council members expressed appreciation to staff for their efforts on this ordinance amendment. They noted that habitual offenders are not a common problem in the city, but it will be beneficial for the City to have the additional means for enforcement.

Vote 20-036: Hardman, Hudson, McKinney, Trevillyan, Trimble…5 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 20-037: Hardman, Hudson, McKinney, Trevillyan, Trimble…5 yes
Motion carried.

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

On Item 9(a) Legislative Updates

Jamie Letzring, Deputy City Manager, reported the Legislature introduced 165 bills in week one and 168 bills in week two. She also reported staff is monitoring several bills of interest to the City and gathering information on those. She noted the City is not registered on any proposed legislation at this time.

The meeting was adjourned at 5:40 p.m.

Respectfully submitted,

_____
Ryan T. Jacobson, CMC
City Clerk

ATTEST:

_____
Steven K. Gaer, Mayor

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Motion – Approval of Bill Lists **DATE:** February 17, 2020

FINANCIAL IMPACT: Section 1-10-3(b) of the West Des Moines City Code provides that no disbursement shall be made from a fund unless such disbursement is authorized by law, ordinance or resolution, was properly budgeted, and supported by a claim approved by the City Council. The following list(s) of municipal expenditures, all of which have been reviewed and authorized by the respective departments as being justified and properly due and the listing of which have been prepared by Finance staff, are, with this agenda item, being submitted to the City Council for approval:

Regular Bi-Weekly Claims	02/17/2020	$ 3,260,797.91
EFT Claims	02/17/2020	$ 1,203,745.87
Control Pay	02/17/2020	$ 164,988.83
End of Month & Off-Cycle	01/22/2020 to 03/01/2020	$ 5,189.85

RECOMMENDATION: Move to approve Bill Lists as presented.

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

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation			

City of West Des Moines

City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement

Batch Date: 02/17/2020

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement				
Check	02/17/2020	315704 Accounts Payable	ABSOLUTE CONCRETE CONSTRUCTION INC	12,708.15
Check	02/17/2020	315705 Accounts Payable	ADP SCREENING & SELECTION SVCS	490.35
Check	02/17/2020	315706 Accounts Payable	AGNEW , JOSALYNN	1,976.40
Check	02/17/2020	315707 Accounts Payable	ALLIANCE CONSTRUCTION GROUP LLC	20,807.86
Check	02/17/2020	315708 Accounts Payable	AMERICAN ABSTRACT & TITLE CO	350.00
Check	02/17/2020	315709 Accounts Payable	AMERICAN SECURITY LLC	583.20
Check	02/17/2020	315710 Accounts Payable	ANDREW , BRIANA	152.15
Check	02/17/2020	315711 Accounts Payable	AUREON NETWORK SERVICES	5,464.76
Check	02/17/2020	315712 Accounts Payable	AWARDS PROGRAM SERVICES INC	25.00
Check	02/17/2020	315713 Accounts Payable	BAILEY ROOFING CONTRACTORS INC	8,430.23
Check	02/17/2020	315714 Accounts Payable	BASICLEIGH COMMUNICATIONS LLC	14,107.50
Check	02/17/2020	315715 Accounts Payable	BAX SALES INC	743.25
Check	02/17/2020	315716 Accounts Payable	BDS PLANNING & URBAN DESIGN INC	477.50
Check	02/17/2020	315717 Accounts Payable	BEELINE AND BLUE	227.16
Check	02/17/2020	315718 Accounts Payable	BELLER DISTRIBUTING, LLC	348.44
Check	02/17/2020	315719 Accounts Payable	BENJAMIN DESIGN COLLABORATIVE	2,150.00
Check	02/17/2020	315720 Accounts Payable	BEST PORTABLE TOILETS	720.00
Check	02/17/2020	315721 Accounts Payable	BJ STORAGE	840.95
Check	02/17/2020	315722 Accounts Payable	BLUEPEARL OPERATIONS LLC	2,130.37
Check	02/17/2020	315723 Accounts Payable	BOLTON & MENK INC	19,163.00
Check	02/17/2020	315724 Accounts Payable	BOOT BARN INC	452.09
Check	02/17/2020	315725 Accounts Payable	BOUND TREE MEDICAL LLC	5,930.25
Check	02/17/2020	315726 Accounts Payable	BRD ASSOCIATES	1,700.00
Check	02/17/2020	315727 Accounts Payable	BROQUIST , WILLIAM	51.70
Check	02/17/2020	315728 Accounts Payable	BSM ANALYTICS INC	2,372.00
Check	02/17/2020	315729 Accounts Payable	BUELOW , LISA	207.00
Check	02/17/2020	315730 Accounts Payable	CAMPBELL , MEREDITH	138.00
Check	02/17/2020	315731 Accounts Payable	CAPITOL CITY CONSTRUCTION CO	3,525.00
Check	02/17/2020	315732 Accounts Payable	CAPPEL'S ACE HARDWARE	74.14
Check	02/17/2020	315733 Accounts Payable	CHIAFOS , BRAD	78.00
Check	02/17/2020	315734 Accounts Payable	CINTAS CORP FIRST AID & SAFETY	275.22
Check	02/17/2020	315735 Accounts Payable	CITY OF DES MOINES	537,782.75
Check	02/17/2020	315736 Accounts Payable	CONCRETE TECHNOLOGIES INC	59,575.22

City of West Des Moines

City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement

Batch Date: 02/17/2020

Type	Date	Number Source	Payee Name	Transaction Amount
Check	02/17/2020	315737 Accounts Payable	CONFLUENCE INC	11,772.22
Check	02/17/2020	315738 Accounts Payable	CONSTRUCTION & AGGREGATE PRODUCTS INC	498.64
Check	02/17/2020	315739 Accounts Payable	CORELL CONTRACTOR INC	10,148.57
Check	02/17/2020	315740 Accounts Payable	CORY , TARRY	234.00
Check	02/17/2020	315741 Accounts Payable	CRISAFULLI INC	7,281.92
Check	02/17/2020	315742 Accounts Payable	CUSTOM AWARDS & EMBROIDERY INC	100.00
Check	02/17/2020	315743 Accounts Payable	DALMER , BERT	78.00
Check	02/17/2020	315744 Accounts Payable	DE LAGE LANDEN	2,795.00
Check	02/17/2020	315745 Accounts Payable	DORR , RUTH	180.00
Check	02/17/2020	315746 Accounts Payable	DOUGLAS , LENA	253.00
Check	02/17/2020	315747 Accounts Payable	DOWLING , CONNIE	819.00
Check	02/17/2020	315748 Accounts Payable	EARL MAY SEED AND NURSERY	274.75
Check	02/17/2020	315749 Accounts Payable	EDGE COMMERCIAL LLC	186,852.34
Check	02/17/2020	315750 Accounts Payable	ELECTRICAL ENGINEERING & EQUIPMENT CO	4,880.00
Check	02/17/2020	315751 Accounts Payable	EMSLRC	112.00
Check	02/17/2020	315752 Accounts Payable	ESS BROTHERS AND SONS INC	2,793.76
Check	02/17/2020	315753 Accounts Payable	FERGUSON , JULIE	207.00
Check	02/17/2020	315754 Accounts Payable	FESSLER CARBONIC GAS CO INC	52.00
Check	02/17/2020	315755 Accounts Payable	FLYNN WRIGHT INC	344.50
Check	02/17/2020	315756 Accounts Payable	GBA SYSTEMS INTEGRATORS LLC	21,365.00
Check	02/17/2020	315757 Accounts Payable	GRIMES ASPHALT & PAVING	252.00
Check	02/17/2020	315758 Accounts Payable	HAHN , JENNIFER	6,708.00
Check	02/17/2020	315759 Accounts Payable	HARADA , JOHN	78.00
Check	02/17/2020	315760 Accounts Payable	HARRIS , GARRETT	78.00
Check	02/17/2020	315761 Accounts Payable	HAWKEYE TRUCK EQUIPMENT	213.30
Check	02/17/2020	315762 Accounts Payable	HEALTH COMMUNICATIONS INC	337.13
Check	02/17/2020	315763 Accounts Payable	HERITAGE BUILDING MAINTENANCE	750.00
Check	02/17/2020	315764 Accounts Payable	HERITAGE-CRYSTAL CLEAN LLC	311.76
Check	02/17/2020	315765 Accounts Payable	HOODZ OF CENTRAL IOWA	2,125.00
Check	02/17/2020	315766 Accounts Payable	HY VEE INC	221.31
Check	02/17/2020	315767 Accounts Payable	INSIGHT PUBLIC SECTOR	4,452.75
Check	02/17/2020	315768 Accounts Payable	INSITUFORM TECHNOLOGIES USA LLC	25,268.94
Check	02/17/2020	315769 Accounts Payable	INTRADO ENTERPRISE COLLABORATION INC	49.46

City of West Des Moines

City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement

Batch Date: 02/17/2020

Type	Date	Number Source	Payee Name	Transaction Amount
Check	02/17/2020	315770 Accounts Payable	IOWA PUMP WORKS, INC	3,159.75
Check	02/17/2020	315771 Accounts Payable	IOWA SPORTS FOUNDATION	396.00
Check	02/17/2020	315772 Accounts Payable	ITERIS INC	965.00
Check	02/17/2020	315773 Accounts Payable	JACOBSEN AUTO BODY	5,098.02
Check	02/17/2020	315774 Accounts Payable	JCG LAND SERVICES INC	24,265.70
Check	02/17/2020	315775 Accounts Payable	JOHN HEMRY LLC	4,100.00
Check	02/17/2020	315776 Accounts Payable	JOHNSON CONTROLS LP- IL	985.30
Check	02/17/2020	315777 Accounts Payable	JORDAN CREEK EXECUTIVE CAR WASH	90.00
Check	02/17/2020	315778 Accounts Payable	KABEL BUSINESS SERVICES	1,205.20
Check	02/17/2020	315779 Accounts Payable	KALDENBERG'S PBS LANDSCAPING	257.50
Check	02/17/2020	315780 Accounts Payable	KEYSTONE TRUCKING	4,144.96
Check	02/17/2020	315781 Accounts Payable	KLAHN , RICHARD	138.00
Check	02/17/2020	315782 Accounts Payable	KLIMOWSKI , JARED	50.00
Check	02/17/2020	315783 Accounts Payable	KLOCKE'S EMERGENCY VEHICLES	182.03
Check	02/17/2020	315784 Accounts Payable	KOESTER CONSTRUCTION CO INC	1,288,547.26
Check	02/17/2020	315785 Accounts Payable	KRAMER WELL DRILLING LLC	156,459.07
Check	02/17/2020	315786 Accounts Payable	KUM & GO LC	504.95
Check	02/17/2020	315787 Accounts Payable	LACINA , WENDY	230.00
Check	02/17/2020	315788 Accounts Payable	LAIRD , CHERYL	300.00
Check	02/17/2020	315789 Accounts Payable	LANG CONSTRUCTION GROUP INC	110,862.48
Check	02/17/2020	315790 Accounts Payable	LIGHTEDGE SOLUTIONS INC	9,838.14
Check	02/17/2020	315791 Accounts Payable	LINDEMAN , DEAN	436.50
Check	02/17/2020	315792 Accounts Payable	LOGOED APPAREL & PROMOTIONS	394.73
Check	02/17/2020	315793 Accounts Payable	LOMBARD , KINSEY	69.00
Check	02/17/2020	315794 Accounts Payable	LOWE'S HOME CENTER INC	1,206.64
Check	02/17/2020	315795 Accounts Payable	MAIL SERVICES LC	2,118.00
Check	02/17/2020	315796 Accounts Payable	MARTIN , JOSEPH	78.00
Check	02/17/2020	315797 Accounts Payable	MCFARLAND CLINIC PC	1,113.50
Check	02/17/2020	315798 Accounts Payable	MEDEXPRESS	136.00
Check	02/17/2020	315799 Accounts Payable	MERCEDES-BENZ OF DES MOINES	2,485.61
Check	02/17/2020	315800 Accounts Payable	MIDWEST BREATHING AIR LLC	872.50
Check	02/17/2020	315801 Accounts Payable	MITTERA GROUP	3,255.67
Check	02/17/2020	315802 Accounts Payable	MOEN , JASON	78.00
Check	02/17/2020	315803 Accounts Payable	NATIONAL ALLIANCE ON MENTAL ILLNESS OF GREATER DSM	250.00

City of West Des Moines

City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement

Batch Date: 02/17/2020

Type	Date	Number Source	Payee Name	Transaction Amount
Check	02/17/2020	315804 Accounts Payable	NESTINGEN INC	11,200.00
Check	02/17/2020	315805 Accounts Payable	O'HALLORAN INTERNATIONAL INC	17,815.64
Check	02/17/2020	315806 Accounts Payable	ONE IOWA	1,200.00
Check	02/17/2020	315807 Accounts Payable	OTANEZ , EVA DER ROCIO ORTIZ	652.50
Check	02/17/2020	315808 Accounts Payable	PALMER GROUP	2,140.00
Check	02/17/2020	315809 Accounts Payable	PATTON , CHRIS	208.00
Check	02/17/2020	315810 Accounts Payable	PEAK DISTRIBUTING	512.00
Check	02/17/2020	315811 Accounts Payable	PETHEALTH SERVICES (USA) INC	3,050.00
Check	02/17/2020	315812 Accounts Payable	POLK COUNTY RECORDER	84.00
Check	02/17/2020	315813 Accounts Payable	POWERPLAN	6,033.45
Check	02/17/2020	315814 Accounts Payable	QUALITY STRIPING	5,449.38
Check	02/17/2020	315815 Accounts Payable	RANGEMASTERS TRAINING CENTER	8,430.00
Check	02/17/2020	315816 Accounts Payable	RELIANT FIRE APPARATUS INC	3,762.29
Check	02/17/2020	315817 Accounts Payable	RHYTHM ENGINEERING, LLC	6,950.00
Check	02/17/2020	315818 Accounts Payable	RINK-TEC INTERNATIONAL INC	184,078.65
Check	02/17/2020	315819 Accounts Payable	RIVERA , MELISSA FIGUEROA	205.00
Check	02/17/2020	315820 Accounts Payable	ROBERT HALF TECHNOLOGY	23,048.63
Check	02/17/2020	315821 Accounts Payable	ROUNDED MINDS INC	1,332.00
Check	02/17/2020	315822 Accounts Payable	ROY'S TOWING AND RECOVERY	500.00
Check	02/17/2020	315823 Accounts Payable	SCHEELS ALL SPORTS INC	219.98
Check	02/17/2020	315824 Accounts Payable	SCOTT , JAMES	234.00
Check	02/17/2020	315825 Accounts Payable	SHANK CONSTRUCTORS INC	71,149.70
Check	02/17/2020	315826 Accounts Payable	SIXTA , ANDREW	115.00
Check	02/17/2020	315827 Accounts Payable	SKOLD DOOR & FLOOR CO	170.00
Check	02/17/2020	315828 Accounts Payable	SM HENTGES & SONS INC	25,000.21
Check	02/17/2020	315829 Accounts Payable	SMITH'S SEWER SERVICE INC	148.75
Check	02/17/2020	315830 Accounts Payable	SNI SOLUTIONS INC	8,550.00
Check	02/17/2020	315831 Accounts Payable	STATE FARM	829.00
Check	02/17/2020	315832 Accounts Payable	STUDIO MELEE	3,583.00
Check	02/17/2020	315833 Accounts Payable	T&M SERVICES	1,380.00
Check	02/17/2020	315834 Accounts Payable	TEKSYSTEMS INC	7,472.88
Check	02/17/2020	315835 Accounts Payable	TELEFLEX LLC	562.50
Check	02/17/2020	315836 Accounts Payable	THE GRAVEDIGGER LLC	1,100.00
Check	02/17/2020	315837 Accounts Payable	THE SHREDDER	240.00
Check	02/17/2020	315838 Accounts Payable	THE WALDINGER CORPORATION	3,160.99

City of West Des Moines

City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement

Batch Date: 02/17/2020

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02/17/2020	315839 Accounts Payable	TORRES , FELIX		78.00
Check	02/17/2020	315840 Accounts Payable	TRIZETTO PROVIDER SOLUTIONS		216.00
Check	02/17/2020	315841 Accounts Payable	TRUCK EQUIPMENT INC		933.98
Check	02/17/2020	315842 Accounts Payable	TRUE VALUE & V&S VARIETY STORE		1,255.48
Check	02/17/2020	315843 Accounts Payable	UNION PACIFIC RAILROAD CO		303.47
Check	02/17/2020	315844 Accounts Payable	UNITED REFRIGERATION INC.		500.55
Check	02/17/2020	315845 Accounts Payable	UNITYPOINT HEALTH		41.70
Check	02/17/2020	315846 Accounts Payable	VAN MAANEN ELECTRIC INC		98,380.34
Check	02/17/2020	315847 Accounts Payable	VANDERPOOL CONSTRUCTION INC		8,377.76
Check	02/17/2020	315848 Accounts Payable	VEENSTRA & KIMM INC		6,317.36
Check	02/17/2020	315849 Accounts Payable	VERTIV CORPORATION		10,012.00
Check	02/17/2020	315850 Accounts Payable	VISION MARKETING PASSPORT SYSTEM LTD		254.45
Check	02/17/2020	315851 Accounts Payable	VISION SERVICE PLAN		3,045.51
Check	02/17/2020	315852 Accounts Payable	WATCHGUARD INC		123.50
Check	02/17/2020	315853 Accounts Payable	WEST DES MOINES COMM SCHOOLS - FACILITIES		297.00
Check	02/17/2020	315854 Accounts Payable	WEX BANK		1,293.94
Check	02/17/2020	315855 Accounts Payable	WIN WATCH LLC		193.99
Check	02/17/2020	315856 Accounts Payable	WINCAN LLC		8,738.00
Check	02/17/2020	315857 Accounts Payable	BOWEN , GARY		7,050.00
Check	02/17/2020	315858 Accounts Payable	HENRIKSEN CONTRACTING LLC		1,524.37
Check	02/17/2020	315859 Accounts Payable	IDALS		15.00
Check	02/17/2020	315860 Accounts Payable	CENTURYLINK		1,316.42
Check	02/17/2020	315861 Accounts Payable	DMACC		45.00
Check	02/17/2020	315862 Accounts Payable	MIDAMERICAN ENERGY		5,136.42
Check	02/17/2020	315863 Accounts Payable	MIDAMERICAN ENERGY		23,558.38
Check	02/17/2020	315864 Accounts Payable	MIDAMERICAN ENERGY		1,387.68
Check	02/17/2020	315865 Accounts Payable	MIDAMERICAN ENERGY		54,914.02
Check	02/17/2020	315866 Accounts Payable	MIDAMERICAN ENERGY		3,597.27
Check	02/17/2020	315867 Accounts Payable	MIDAMERICAN-WDM-WAUKEE TL		204.27
Check	02/17/2020	315868 Accounts Payable	TIMMINS, JACOBSEN AND STRAWHACKER LLP		900.00
EFT	02/17/2020	4197 Accounts Payable	A TECH INC		40.00
EFT	02/17/2020	4198 Accounts Payable	ABC ELECTRICAL SERVICES LLC		3,169.13
EFT	02/17/2020	4199 Accounts Payable	ALL MAKES OFFICE INTERIORS		4,701.64

City of West Des Moines

City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement

Batch Date: 02/17/2020

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	02/17/2020	4200 Accounts Payable	ARNOLD MOTOR SUPPLY LLP	1,817.04
EFT	02/17/2020	4201 Accounts Payable	ATO BUILDERS LLC	528,116.40
EFT	02/17/2020	4202 Accounts Payable	BAUER BUILT	210.00
EFT	02/17/2020	4203 Accounts Payable	BREWICK , MARK	257.60
EFT	02/17/2020	4204 Accounts Payable	BROWNELLS INC	1,111.82
EFT	02/17/2020	4205 Accounts Payable	COLLECTIVE DATA INC	12,362.50
EFT	02/17/2020	4206 Accounts Payable	DES MOINES ASPHALT & PAVING	33,000.00
EFT	02/17/2020	4207 Accounts Payable	DILLARD , CARLOS	208.00
EFT	02/17/2020	4208 Accounts Payable	ELDER CORPORATION	266,627.10
EFT	02/17/2020	4209 Accounts Payable	EMC RISK SERVICES	14,828.03
EFT	02/17/2020	4210 Accounts Payable	EXCEL MECHANICAL INC	23,218.55
EFT	02/17/2020	4211 Accounts Payable	EXELA TECHNOLOGIES COMPANY	40,041.65
EFT	02/17/2020	4212 Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	26,176.35
EFT	02/17/2020	4213 Accounts Payable	GENESER , MARGARETTA	1,095.00
EFT	02/17/2020	4214 Accounts Payable	HENNING , CLAUDIA	1,950.00
EFT	02/17/2020	4215 Accounts Payable	HOME INC	14,154.05
EFT	02/17/2020	4216 Accounts Payable	HYDRO KLEAN LLC	1,260.00
EFT	02/17/2020	4217 Accounts Payable	ISG	3,472.00
EFT	02/17/2020	4218 Accounts Payable	KECK ENERGY	27,890.75
EFT	02/17/2020	4219 Accounts Payable	KELTEK INC	368.16
EFT	02/17/2020	4220 Accounts Payable	KIRKHAM MICHAEL & ASSOC	5,152.50
EFT	02/17/2020	4221 Accounts Payable	LAIDLAW JR , WILLIAM	1,693.77
EFT	02/17/2020	4222 Accounts Payable	LUNNING COACHING & CONSULTING	90.00
EFT	02/17/2020	4223 Accounts Payable	LYNCH , CHRIS	78.00
EFT	02/17/2020	4224 Accounts Payable	MANKLE , BRUCE	295.38
EFT	02/17/2020	4225 Accounts Payable	MCANINCH CORPORATION	59,104.25
EFT	02/17/2020	4226 Accounts Payable	MCCUBBIN , COURTNEY	340.00
EFT	02/17/2020	4227 Accounts Payable	MIDWEST WHEEL	2,276.45
EFT	02/17/2020	4228 Accounts Payable	MILES CAPITAL	6,082.77
EFT	02/17/2020	4229 Accounts Payable	MIRACLE RECREATION EQUIPMENT COMPANY INC	114.99
EFT	02/17/2020	4230 Accounts Payable	NASH , JEFF	9.20
EFT	02/17/2020	4231 Accounts Payable	OHNEMUS , JENNIFER	2,129.25
EFT	02/17/2020	4232 Accounts Payable	ONENECK IT SOLUTIONS LLC	18,778.95
EFT	02/17/2020	4233 Accounts Payable	PARKER , SATONIUS	234.00

City of West Des Moines

City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement

Batch Date: 02/17/2020

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	02/17/2020	4234 Accounts Payable	RELIABLE MAINTENANCE	7,585.00
EFT	02/17/2020	4235 Accounts Payable	REMOTE ADMIN INC	13,000.00
EFT	02/17/2020	4236 Accounts Payable	SAI COMPUTERS	32,000.00
EFT	02/17/2020	4237 Accounts Payable	SHIELDS , CHARLES	138.00
EFT	02/17/2020	4238 Accounts Payable	SHIVE-HATTERY INC	38,808.50
EFT	02/17/2020	4239 Accounts Payable	SOLARWINDS WORLDWIDE LLC	3,922.00
EFT	02/17/2020	4240 Accounts Payable	SWEETALLA , SCOTT	299.95
EFT	02/17/2020	4241 Accounts Payable	SWINTON , ASHLEE	2,741.68
EFT	02/17/2020	4242 Accounts Payable	UPS STORE	12.46
EFT	02/17/2020	4243 Accounts Payable	YEAGER , LEMAR	2,783.00
WB VENDOR DISB WB Vendor Disbursement Totals:			Transactions: 212	$4,464,543.78

Checks:	165	$3,260,797.91
EFTs:	47	$1,203,745.87

City of West Des Moines

City Council Report

Bank Account: WB CONTROLPAY - WB ControlPay

Batch Date: 02/17/2020

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay				
EFT	02/17/2020	4867 Accounts Payable	ALLIED 100 LLC	1,586.00
EFT	02/17/2020	4868 Accounts Payable	AMERICAN PUBLIC WORKS ASSOCIATION	4,900.00
EFT	02/17/2020	4869 Accounts Payable	ARAMARK UNIFORM SERVICES	3,086.39
EFT	02/17/2020	4870 Accounts Payable	AXON ENTERPRISES INC	340.00
EFT	02/17/2020	4871 Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	973.74
EFT	02/17/2020	4872 Accounts Payable	CLIVE POWER EQUIPMENT	1,281.48
EFT	02/17/2020	4873 Accounts Payable	COMPETITIVE EDGE	768.30
EFT	02/17/2020	4874 Accounts Payable	CONVERGINT TECHNOLOGIES LLC	175.00
EFT	02/17/2020	4875 Accounts Payable	CORN STATES METAL FABRICATORS INC	1,440.00
EFT	02/17/2020	4876 Accounts Payable	DES MOINES STAMP MFG CO	39.20
EFT	02/17/2020	4877 Accounts Payable	ELECTRIC PUMP INC	244.70
EFT	02/17/2020	4878 Accounts Payable	ELECTRONIC ENGINEERING	32.00
EFT	02/17/2020	4879 Accounts Payable	FELD FIRE	235.50
EFT	02/17/2020	4880 Accounts Payable	GALLS LLC	3,317.31
EFT	02/17/2020	4881 Accounts Payable	HOTSY CLEANING SYSTEMS INC	75.00
EFT	02/17/2020	4882 Accounts Payable	IMAGETEK INC	7,711.00
EFT	02/17/2020	4883 Accounts Payable	INLAND TRUCK PARTS CO	5,897.64
EFT	02/17/2020	4884 Accounts Payable	INTERSTATE POWER SYSTEMS	6,645.06
EFT	02/17/2020	4885 Accounts Payable	IOWA WATER MANAGEMENT CORP	573.07
EFT	02/17/2020	4886 Accounts Payable	IRON MOUNTAIN	238.90
EFT	02/17/2020	4887 Accounts Payable	JOHNSTONE SUPPLY	18.02
EFT	02/17/2020	4888 Accounts Payable	MENARDS	581.75
EFT	02/17/2020	4889 Accounts Payable	METAL CRAFT	4,549.19
EFT	02/17/2020	4890 Accounts Payable	METRO WASTE AUTHORITY	48,638.42
EFT	02/17/2020	4891 Accounts Payable	MIDWEST AUTOMATIC FIRE SPRINKLER	125.00
EFT	02/17/2020	4892 Accounts Payable	NORTHLAND PRODUCTS	1,878.50
EFT	02/17/2020	4893 Accounts Payable	O'REILLY AUTOMOTIVE INC	122.79
EFT	02/17/2020	4894 Accounts Payable	PAY-LESS OFFICE PRODUCTS INC	3,075.69
EFT	02/17/2020	4895 Accounts Payable	PRAXAIR	2,817.68
EFT	02/17/2020	4896 Accounts Payable	PREFERRED PEST CONTROL	674.50
EFT	02/17/2020	4897 Accounts Payable	RELIABLE PROPERTY SERVICES	9,161.67
EFT	02/17/2020	4898 Accounts Payable	ROCKMOUNT RESEARCH ALLOYS INC	636.16

City of West Des Moines

City Council Report

Bank Account: WB CONTROLPAY - WB ControlPay

Batch Date: 02/17/2020

Type	Date	Number Source	Payee Name	Transaction Amount
EFT	02/17/2020	4899 Accounts Payable	RR DONNELLEY CO	449.37
EFT	02/17/2020	4900 Accounts Payable	SHERWIN WILLIAMS	23.99
EFT	02/17/2020	4901 Accounts Payable	SHOTTENKIRK CHEVROLET	386.04
EFT	02/17/2020	4902 Accounts Payable	SHUCK-BRITSON INC	2,283.61
EFT	02/17/2020	4903 Accounts Payable	SNYDER & ASSOCIATES	23,142.35
EFT	02/17/2020	4904 Accounts Payable	SPECIALTY GRAPHICS INC	706.42
EFT	02/17/2020	4905 Accounts Payable	SPINDUSTRY SYSTEMS INC	14,076.25
EFT	02/17/2020	4906 Accounts Payable	SPRAYER SPECIALTIES INC	428.76
EFT	02/17/2020	4907 Accounts Payable	STIVERS FORD (CONTROL PAY)	4,471.52
EFT	02/17/2020	4908 Accounts Payable	TEAM SERVICES	480.62
EFT	02/17/2020	4909 Accounts Payable	THOMSON REUTERS-WEST PAYMENT	473.38
EFT	02/17/2020	4910 Accounts Payable	UPHDM OCCUPATIONAL MEDICINE	1,188.00
EFT	02/17/2020	4911 Accounts Payable	VAISALA INC	990.00
EFT	02/17/2020	4912 Accounts Payable	WAHLTEK INC	550.00
EFT	02/17/2020	4913 Accounts Payable	WASTE MANAGEMENT OF IOWA	82.08
EFT	02/17/2020	4914 Accounts Payable	ZIMCO SUPPLY CO	784.00
EFT	02/17/2020	4915 Accounts Payable	ZOLL DATA- CO	2,121.57
EFT	02/17/2020	4916 Accounts Payable	ZOLL MEDICAL- NY	511.21
WB CONTROLPAY WB ControlPay Totals:			Transactions: 50	$164,988.83

EFTs:	50	$164,988.83

City of West Des Moines

Payment Register

From Payment Date: 01/22/2020 - To Payment Date: 03/01/2020

Number	Date	Payee Name	Transaction Amount
117	02/04/2020	AUTHORIZE.NET	$30.60
118	02/05/2020	WORLDPAY (FORMERLY VANTIV)	$867.92
119	02/10/2020	MERCHANT SERVICES (TRANSFIRST)	$96.57
12119	02/17/2020	REALPAGE UTILITY MANAGEMENT INC	$106.02
12120	02/17/2020	DSM MF LLC	$625.00
12121	02/17/2020	MIDAMERICAN ENERGY	$221.38
12122	02/17/2020	WEST DES MOINES WATER WORKS	$119.11
12123	02/17/2020	WEST DES MOINES WATER WORKS	$98.21
12124	02/17/2020	SUN PRAIRIE APARTMENTS	$250.00
12125	02/17/2020	PROFESSIONAL PROPERTY MANAGEMENT	$250.00
12126	02/17/2020	LOANDEPOT	$269.50
12127	02/17/2020	CHAPEL RIDGE WEST LP	$250.00
12128	02/17/2020	RIVERVIEW OAKS LLC	$250.00
12130	02/17/2020	MLK CROSSING SENIOR APARTMENTS LLLP	$200.00
12131	02/17/2020	WHISPER RIDGE APARTMENTS	$142.00
12132	02/17/2020	WHISPER RIDGE APARTMENTS	$250.00
12133	02/17/2020	COLONIAL VILLAGE APARTMENTS	$250.00
12134	02/17/2020	J MEYERS PROPERTIES INC	$250.00
12135	02/17/2020	FORGET PROPERTIES 3 LLC	$250.00
12136	02/17/2020	DES MOINES WATER WORKS	$163.54
12137	02/17/2020	JORDAN CREEK APARTMENTS	$250.00
			$5,189.85

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Liquor Licenses **DATE:** February 17, 2020

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. Gilroy's, LLC d/b/a Gilroy's Kitchen + Pub + Patio, 1238 8th Street - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
2. WRLP West Des Moines, LLC d/b/a Hampton Inn, 7060 Lake Drive - Class BW Permit with Sunday Sales and Living Quarters - Renewal
3. Saison Cafe, LLC d/b/a The Hare and the Hound, 4000 Turnberry Drive - Five-Day Class LC Liquor License -Effective February 22-26, 2020
4. Great Plain's Lodging VI, LLC, d/b/a Hilton Garden Inn West Des Moines, 205 South 64th Street - Class LB Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
5. C.C.W., LLC d/b/a Huhot Mongolian Grill, 4100 University Avenue, Suite 101 - Class BW Permit with Sunday Sales - Renewal
6. Kum & Go LC d/b/a Kum & Go #66, 5308 University Avenue - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
7. Samurai Sushi & Hibachi Restaurant, Inc. d/b/a Samurai Sushi & Hibachi Restaurant, 7125 Mills Civic Parkway, Suite 110 - Class LC Liquor License with Sunday Sales - Renewal
8. Cost Plus, Inc. d/b/a World Market, 4100 University Avenue, Suite 210 - Class BC Beer Permit with Carryout Wine and Sunday Sales - Renewal

OUTSTANDING ISSUES (if any): None

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

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

STAFF REVIEWS

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

S:\City Clerk\LIQUOR\PINKIE Liquor License.doc

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Extended Sound Permit
Sully's Irish Pub - St. Patrick's Day Celebration

DATE: February 17, 2020

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.

Sully's Irish Pub has submitted a sound permit application to provide music from 6:00 a.m. to midnight by way of a live radio feed on Tuesday, March 17, 2020, on their property located at 860 1st Street.

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 midnight, City staff is forwarding this to the City Council for review and approval. Sully's Irish Pub had obtained sound permits for many years with no issues being reported.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Motion - Approval of Extended Sound Permit Request made by Sully's Irish Pub

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 12/17/19 Fee Received: _____ Permit No. _____

*Applicant's Name: Sully's Irish Pub *Phone No. 515-250-3648

*Applicant's Complete Address: 860 1st Street, West Des Moines, Iowa 50265
*Applicant's E-mail Address: amy.boggs@hotmail.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: First Street LP

*Property owner address: 3209 Ingersoll Ave Ste 201 Des Moines, IA 50312

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.

_____ 1/3/20
*Signature Date

Address of proposed activity: 860 1st Street, West Des Moines ***(if this is a City park, please indicate name of park)***

Describe proposed activity, including time(s), date(s), and number of people attending: Traditional St Patrick's Day party from 6AM to midnight. Same format as prior years. Approximately 500 in attendance.
How will the parking for this event be handled? Surrounding areas. Several nearby businesses will be closed in the evening, which is when the party gets the busiest. Casey's allows buses to park in their lot. There is also a large lot at Val Air that is available. There will be a bus that travels between Sully's, Mickey Finn's and The Hall, with additional parking available at those alternate locations. Many people Uber, Lyft, taxi or get dropped off at the event, to avoid parking. There are also some empty lots surrounding us - between Autozone and Dollar Tree, empty building in SW corner of the PUD, old Sully's location, old Abelardo's location, old Donut King location. Lastly, security will be onsite to prohibit parking in the areas right in front of True Value, Autozone and Dollar Tree, as to not disrupt those businesses.
****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): True Value, West Bank, Abelardo's, Dollar Tree, Autozone are all aware of our annual party

Describe what measures will be taken, if any, to minimize the effects of this performance on surrounding property owners Sully's has always worked with its neighbors on this event. Sound amplification remains in the tent. Any issues that arise the day of the event are resolved promptly and in the spirit of being as flexible as possible.

Provide any additional information that pertains to this application for a Sound Permit. This party has been put on for over 25 years without any issues. It is a Sully's tradition. Surrounding businesses benefit

from additional sales during this day.

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 _____ 12/17/19 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.

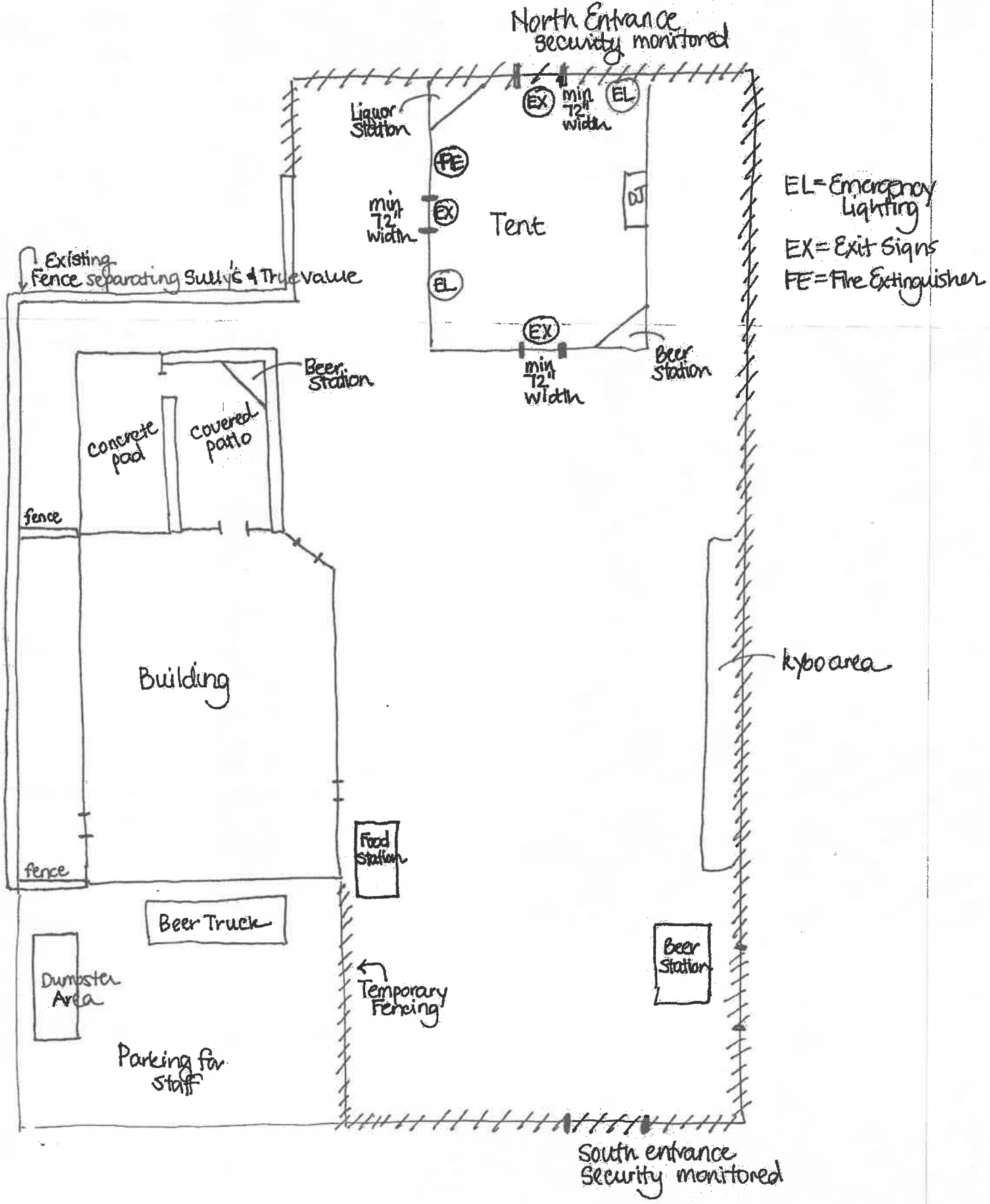
Findings:

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

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

860 1st Street

↑ NORTH



CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM: Motion - Approval of Memorandum of Understanding between the City of West Des Moines and the Iowa Department of Transportation – Motor Vehicle Enforcement for a Multi-Agency & Rural Strike Force to Save Lives Federal High Priority Grant (MASFO)

FINANCIAL IMPACT: Motor Vehicle Enforcement (MVE) will reimburse the City for each participating officer's overtime wage, benefits and vehicle mileage at Federal Rate for a maximum reimbursement of $25,000.

SYNOPSIS: The Iowa Department of Transportation – Motor Vehicle Enforcement (MVE) will be providing funding opportunities to local Law Enforcement Agencies who want to work alongside MVE to help reduce commercial motor vehicle (CMV) crashes utilizing the InTrans Heavy Truck Crash Tool to target hot spots in their local jurisdictions.

OUTSTANIDNG ISSUES (if any): None.

RECOMMENDATION: Approve the Memorandum of Understanding between the City of West Des Moines and the Iowa Department of Transportation – Motor Vehicle Enforcement

Lead Staff Member: Chris Scott, Chief of Police

STAFF REVIEWS

Department Director	Chris Scott, Chief of Police
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard J. Scieszinski, City Attorney
Agenda Acceptance	Ryan T. Jacobson, City Clerk

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Dates Reviewed			
Recommendation	Yes	No	

AGREEMENT BETWEEN
Iowa Department of Transportation – Motor Vehicle Enforcement
And
West Des Moines Police Department

Purpose of Project: MVE will be providing funding opportunities to local Law Enforcement Agencies who want to work alongside MVE to help reduce Commercial Motor Vehicle crashes utilizing the InTrans Heavy Truck Crash Tool to target hot spots in their local jurisdictions.

Activity: Local Law Enforcement agencies will need to fill out an activity sheet, invoice MVE and have a goal of making 2 contacts / hour for traffic related violations.

Funding: MVE will reimburse the department for each participating officer's overtime wage, benefits and vehicle mileage at Federal Rate. West Des Moines PD will be limited to $25,000.

1. This agreement is entered by and between the Iowa Department of Transportation – Motor Vehicle Enforcement (hereinafter "Grantor") and the City of West Des Moines (hereinafter "City").

2. The Iowa DOT Motor Vehicle Enforcement is the Lead Agency in the State of Iowa for the implementation of the Iowa FY18 HP – CMV Safety Project Proposal, A Multi-Agency & Rural Strike Force to Save Lives Federal High Priority Grant (MASFO).

3. The City is a participating agency in the MASFO and is eligible to receive funds for the performance of approved activities. Activities for the event are identified in an approved "Iowa FY18 HP – CMV Safety Project Proposal" for the State of Iowa.

4. The City agrees to perform activities in accordance with the standards and procedures outlined in the attached activity report.

5. The effective dates for this agreement shall be from the date of execution of this Agreement through September 30, 2020.

6. The relationship of the City to the Grantor shall be that of an independent contractor not that of a joint enterprise. The City shall have no authority to bind the Grantor for any obligation or expense without expressed written approval.

7. The City shall receive reimbursement for each Officer's overtime wage, fringe benefit and miles incurred during the event and recorded on the attached activity report.

8. The City will initiate reimbursement proceedings by submitting an invoice to the Grantor no later than 15 days after a MASFO event and rural independent activity monthly.

9. The City will be responsible for follow-up requirements of any activity related to the event. MVE will assist when possible.

10. The City will comply with all requirements imposed by the Federal Motor Carrier Safety Administration and the Grantor concerning special requirements of law, program requirements and other administrative requirements.

11. The City must maintain a financial management system which records all grant related costs following generally accepted accounting procedures. Adequate documentation for all contract costs must be maintained.

12. As a recipient or sub-recipient of federal assistance, the City is required to have an audit made in accordance with the provisions of the OMB Circular A-133. This circular serves as implementation of the Single Audit Act of 1984 (PL 98-502).

13. The City agrees the Grantor, the United States Department of Transportation Federal Motor Carrier Administration and/or the Comptroller General of the United State the Auditor of the State of Iowa, or any of their duty authorized representatives, may have access for purposes of audit and examination to any book, document, papers, or records maintained by the City pertaining to the Agreement; and the Grantor further agrees to maintain such books and records for the period of three years after the date of submission of the final expenditure report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration date of the three year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later. If state or local law requires a longer period of retention, access to the records will be allowed for purposes of audit.

14. Either party to this Agreement may terminate this Agreement for any reason upon not less than five (5) business days advance written notice by one party to the other party hereto. After such termination, the terminating party shall have no further obligation or responsibility under this Agreement except that Grantor shall be responsible for reimbursing City for applicable expenses through the date of termination.

15. All notices under this Agreement shall be in writing and deemed to be given when deposited in the mail with the United States Postal Service. Notice shall be sent to the following:

If to Iowa DOT MVE (Grantor):
Lieutenant Jennifer Bell
6310 SE Convenience Blvd.
Ankeny, IA 50022

If to the City:
Sergeant Dan Wade
250 Mills Civic Pkwy
West Des Moines, IA 50265

16. The Agreement shall not bind or purport to bind the Grantor for any contractual commitment in excess of the original agreement period.

17. The City agrees that funding received as a result of this agreement shall be expended only to further the purposes and activates for which this Agreement has been written and shall not be used to supplement existing appropriations.

18. The City hereby agrees that as a condition of receiving federal financial assistance from the Department of Transportation (through IA DOT-MVE) will comply with Title VI of the Civil Rights act of 1964 *78 stat.252, 42 U.S.C.200d related to non-discrimination statues (i.e. U.S.C. 324, Section 504 of the Rehabilitation act of 1973 as amended), and the Age Discrimination Act and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age be excluded from participation in, being denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the City receives federal financial assistance. The specific requirements of the United States Department of Transportation Standard Civil Rights assurances (required by 49 CFR 21.7) and on file with the U.S. DOT are incorporated in this Agreement.

19. The City further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age, and that it has or will develop and submit to the Grantor an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures 29 CFR 1607 and the Affirmative Action Guidelines, 29CRF108. The City agrees to submit a copy of the affirmative action plan to the Grantor upon request. A plan that is consistent with the guidelines on Employee Selection Procedures (29 CFR 1607) and Affirmative Action Guidelines 29 CFR 608 or 23 CFR 230, Sub Part C will meet these requirements.

20. Modification: Any modifications or amendments to this Agreement shall be in writing and approved by both Parties.

By authorized signature of this Agreement, the Parties agree to this Agreement.

IOWA DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ENFORCEMENT

David J. Lorenzen, Chief Motor Vehicle Enforcement
Iowa Department of Transportation

02/12/2020
Date

CITY OF WEST DES MOINES

Steven K. Gaer, Mayor

Date

Attest:

Ryan Jacobson, City Clerk

Date

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM: Motion – Approval of Agreement - City Hall Building Security

FINANCIAL IMPACT: The cost is estimated to be approximately $35.00 per hour for armed, on-site security services.

BACKGROUND: The City has contracted for armed security services since January of 2018. Since the City decided to make armed security services a permanent service it decided to send out a Request for Proposal (RFP) to area security services providers. Five proposals were received, and all five security providers were rated by staff from City Manager's Office, Police Department and the Parks Department. After evaluating the proposals, staff is recommending that the Council approve an agreement with The Conley Group, Inc., located in Des Moines, IA.

The Conley Group is the City's current security provider and has been providing security services for nearly 45 years.

The proposals included fees for the related services. Although The Conley Group's pricing came in slightly higher than the lowest pricing, staff feels their experience and proven positive interaction with the public, along with them being the only fully complete submitted proposal outweighs the slightly higher cost.

The agreement is proposed to begin on February 1, 2020 through December 21, 2021, with an option to be renewed for additional one (1) year terms if the parties mutually agree upon the contract terms. The RFP and Agreement are attached for your information.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: That Council approve the Agreement

Lead Staff Member: Laura Reveles, Assistant to the City Manager

STAFF REVIEWS

Department Director	Tom Hadden, City Manager	Jamie Letzring Jimenez
Appropriations/Finance	Tim Stiles, Finance Director	
Legal	Richard Scieszinski, City Attorney	RJS
Agenda Acceptance		

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	November 15, 2019

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	

The Conley Group, Inc.
Security Services Agreement

THIS AGREEMENT is made on February ___, 2020, by the City of West Des Moines, Iowa, 4200 Mills Civic Parkway, West Des Moines, Iowa 50265, herein called "Owner," and The Conley Group, Inc., 2867 104th St, Urbandale, Iowa, 50322, herein called "Agency."

RECITALS:

1. Agency is in the business of furnishing professional security services by means of modern methods of security protection.
2. To deter crime and promote safety on its premises, Owner wishes to employ the services of Agency.

For the reasons recited above, and in consideration of the mutual covenants contained herein, Owner and Agency agree as follows:

Services to Be Provided. Agency will furnish properly equipped and uniformed armed security officers to provide on-site professional security services at the West Des Moines City Hall located at 4200 Mills Civic Parkway in West Des Moines, Iowa. The uniformed, on-site armed security officer service will be provided from 8:00 AM to 5:00 PM Monday through Friday, and occasionally longer as required by Owner, during all regular business days. Owner reserves the right to select its preferred security officer for ongoing services from the provided resumes of personnel from Agency. Any special instructions regarding the nature and scope of security duties for Owner shall be specified as part of the on-the-job instruction manual and shall be consistent with duties, responsibilities and instructions contained in the *"Request for Bid, City of West Des Moines City Hall Building Security"* issued on November 11, 2019 (hereinafter "Request for Bid"), a copy of which is attached. Services provided by the Agency under this Agreement shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by professional security service providers currently operating under similar circumstances.

A. **Term** The above service will begin on February 1, 2020 through December 31, 2021. This Agreement may be renewed for additional one (1) year terms if the parties mutually agree upon the contract terms. This Agreement may be terminated for cause, defined as any material breach of the terms and conditions of the Agreement, upon five (5) days written notice at the address shown above, and may be terminated without cause upon thirty (30) days written notice at the address shown above.

B. **Charges for Services.** For these services, Owner shall pay Agency thirty-five dollars and no cents ($35.00) per hour for the armed, on-site security services. Complete payment is due to Agency from Owner within thirty (30) calendar days of the invoice date.

C. **Agency Not an Insurer.** It is agreed by and between the parties that Agency is not an insurer, and the payment of charges for services are based solely on the value of the services. Agency shall not be responsible for loss or damage to property of Owner caused by acts of vandalism, breaking and entering, theft, burglary, or other causes. Agency is not warranting prevention of damages from such causes, but rather through its services attempting to provide a deterrent to the commission of such offenses.

D. **Duties of Security Personnel.** The duties of the armed security personnel shall pertain to City Hall and the surrounding grounds and parking areas of City Hall and shall be those duties as shown in the Request for Bid. Specifically, the armed security personnel shall: (1) Maintain vigilant attention to all persons entering City Hall, including situational awareness of their activities, and identify persons who are potential threats; (2) Physically inspect and ensure that all mechanical barriers to entrances are functional and in place; (3) Make polite and professional inquiries as to the nature of the business of people entering the building and assist them as necessary; (4) Coordinate with the individual departments in City Hall for scheduled appointments and the entry of persons seeking services within those departments; (5) Receive and visually inspect packages received at City Hall and notify the recipients of arrival, including notification to the appropriate authority in the event of receipt of a suspicious package; (6) When unable to effectively diffuse a confrontational situation, engage unruly persons if necessary and detain them while awaiting arrival of police, if required, including lawful use of any necessary force to maintain security and safety of the building and its occupants. Specific duties describing the nature and scope of the officer will include the physical protection of grounds, equipment and property of Owner, deterrence of burglary, vandalism, pilferage and robbery, and reporting of emergencies. Security officers will act on their own initiative at the direction of Agency. Their personal appearance, attitudes, and manner of performance will at all times reflect a favorable public image, both for Owner and Agency.

E. **Duties of Agency.** (1) In addition to duties specified above, additional duties may include personnel of Agency: (a) through the use of a secondary security officer, conducting regular exterior tours of Owner's premises, checking all gates, doors, and windows; (b) reporting any unusual incidents or hazardous conditions as soon as practicable to such persons as designated by Owner; (c) completing written reports covering all incidents at the conclusion of each tour. (2) In the pursuance of this Agreement, Agency agrees to: (a) equip and maintain an organization capable of furnishing the highest level of public relations and security services; (b) instruct each employee to continually improve their knowledge of all phases of security and protection; (c) keep all employees informed of new methods and procedures through its education facilities; (d) keep abreast of legislative and other matters pertaining to security and keep Owner informed, if necessary; (e) maintain new and practical techniques of protection; (f) select its employees with utmost care and maintain records of the background of each employee, and a record of each employee's conduct and accomplishments while a member of Agency's organization; (g) maintain employer-employee relationships that will promote the greatest efficiency from each individual member of Agency, in the interest of Owner; (h) maintain records of the activities of personnel while on duty so as to be able to furnish Owner with an accurate account of the activities of the officers covering Owner's premises.

F. **Emergencies.** Any immediate emergencies are to be reported without delay to Owner, police, fire or other authorities, as appropriate.

G. **Security Personnel as Employees of Agency.** The security personnel performing Agency's duties under this Agreement will be employees of Agency and Agency will exercise complete control over their conduct. Agency will pay all wages, expenses, social security taxes, federal and state unemployment insurance, and any similar taxes relating to said employees. Agency is an independent contractor and no employer-employee relationship between Agency and Owner is created by this Agreement.

H. **Indemnification of Owner.** Agency will indemnify and hold Owner harmless from and against any and all losses or damages which Owner may sustain by reason of damage to property

or injury to or death of any person, or for any losses or damages sustained by Owner from false arrest, false imprisonment, malicious prosecution, libel or slander, or assault and battery or similar type of offense caused by the negligence of Agency, its servants or agents, while engaged in the services arising out of and within the scope of the performance of this Agreement, other than those which arise in part out of the negligence of Owner, which shall be the responsibility of Owner in proportion to its negligence, and other than those amounts paid in settlement of any claim or litigation effected without the consent or approval of Agency.

I. **Insurance.** Agency shall carry and maintain, at Agency's expense, insurance in the coverage and amounts as shown on Attachment A, "Minimum Insurance Requirements" contained in the Request for Bid.

J. **Hiring of Security by Owner.** Owner agrees that it will not, for a period of at least one (1) year after termination of this Agreement, hire for its own employment as a security officer, any persons employed by Agency in the performance of this Agreement.

K. **Non-Discrimination**. Agency shall not discriminate against any employee or applicant for employment because of age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status. Agency will, where appropriate or required, take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, color, creed, disability, gender identity, national origin, race, religion, sex, sexual orientation, or veteran status.

L. **Entire Agreement.** This Agreement, with attachments, represents the whole and entire Agreement between the parties. No other agreements or representations, oral or written, have been made by either party. This Agreement may not be altered, modified. amended or assigned except upon mutual written agreement of the parties. This Agreement shall be interpreted under the laws of Iowa.

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

OWNER: City of West Des Moines, Iowa

BY: _____
Steven K. Gaer, Mayor

AGENCY: The Conley Group, Inc.

BY: _____
Tom M. Conley, President & CEO

ATTEST:
BY: _____
Ryan T. Jacobson, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 17th day of February, 2020, 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 17th day of February, 2020 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 the state of Iowa

PUBLIC NOTICE

CITY OF WEST DES MOINES
CITY HALL BUILDING SECURITY

The City of West Des Moines is soliciting proposals from qualified vendors to provide security services at West Des Moines City Hall, 4200 Mills Civic Parkway, West Des Moines, Iowa, 50265. This Request for Proposal ("RFP") should not be construed as an order, offer, request for contract, or commitment by City of West Des Moines for these services.

This entire document, including all attachments, shall be considered as binding, part of the contract, and must meet or exceed the specifications set forth in this Request for Proposal.

Vendor shall submit its Proposal according to instructions in this RFP. Sealed bids will be received by the City of West Des Moines, Iowa, on or before 2:00 p.m., local time, on Wednesday, December 11, 2019, for the following:

Bid Item: City Hall Building Security

Bidders shall submit their bids in a sealed envelope, plainly marked "City Hall Building Security".

Office of the City Clerk
City of West Des Moines
4200 Mills Civic Parkway, Suite 2E
P.O. Box 65320
West Des Moines, Iowa 50265-0320

It shall be the sole responsibility of the bidder to ensure that the bid is received by the City of West Des Moines City Clerk via hand-delivery or mail by the above location and time.

Questions regarding the Request for Proposal can be directed to Jamie Letzring, Deputy City Manager, City of West Des Moines, by phone at 515-222-3605, or by e-mail at Jamie.letzring@wdm.iowa.gov.

The bid prices shall be clearly identified in the Proposal. The City reserves the right to accept or reject any or all bids and waive irregularities and technicalities as determined to be in the best interests of the City.

Published in the Des Moines Register on November 15, 2019.

REQUEST FOR BID

CITY OF WEST DES MOINES
CITY HALL BUILDING SECURITY

The City of West Des Moines, Iowa, solicits interested vendors to submit bids for building security, including but not limited to providing for the safety of the city employees and persons doing business within City Hall under general supervision, as requested by the City of West Des Moines.

Submittals marked "City Hall Building Security" will be received no later **than 2:00 p.m., local time**, on **Wednesday, December 11, 2019**. Submit a signed copy of this Request for Bid and attached Bid Sheet to:

Office of the City Clerk
City of West Des Moines
4200 Mills Civic Parkway, Suite 2E
P.O. Box 65320
West Des Moines, Iowa 50265-0320

BID PROCEDURE

Mark outside of sealed envelope with bid subject, "City Hall Building Security".

Bids received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. Nothing herein is intended to exclude any responsive, responsible firm or in any way restrain or restrict competition. The City of West Des Moines reserves the right to award in whole or in part, or to reject any or all bids.

Any bid submitted MUST be signed by an individual authorized to bind the bidder. Any bids submitted without such signature will be deemed non-responsive and will not be considered.

QUESTIONS

Questions regarding the Request for Proposal can be directed to Jamie Letzring, Deputy City Manager, City of West Des Moines by phone at 515-222-3605, or by e-mail at Jamie.letzring@wdm.iowa.gov.

CONTRACT TERMS

CITY OF WEST DES MOINES
BUILDING SECURITY

I. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS AGREEMENT

A. The intent and purpose of this Request for Bid is to secure a vendor that can provide armed security services Monday through Friday, from 8:00 a.m. until 5:00 p.m., and occasionally longer.

The City will have sole discretion to select the vendor. All responsive information submitted in the Request for Bid will be evaluated and considered. The City reserves the right to select the vendor whom the City believes will perform best pursuant to the terms and conditions of this Request for Bid. Cost is one of multiple factors the City will consider in selecting a vendor. Other factors that will be considered include, but are not limited to, past comparable experience, references, and any other relevant considerations that the City believes will affect the vendor's ability to perform in accordance with the terms and conditions of this Agreement.

The City also reserves the right to establish a primary contract and a secondary contract as a contingency plan. If the primary vendor cannot perform the needed services within the desired time frame, the secondary vendor may be called upon to complete the requested work. If neither of these vendors can perform the needed services within the desired time frame, the work may be opened up to other vendors for bids on a case-by-case basis only.

B. The public, along with City personnel, will be allowed access to the building by use of the doors at the main entrance at the front of the City Hall building. Entrances on each side of the City Hall building operate with a card-activated security system and as City staff entrances only. The main entrance will be staffed a minimum of five (5) days a week (excluding days when City Hall is closed) by one (1) armed security person during regular business hours. The duties of the armed security person will be to oversee security camera monitors and shall include additional duties/enforcement in the City Hall parking lot. Specifically, the armed security personnel shall: (1) Maintain vigilant attention to all persons entering City Hall, including situational awareness of their activities, and identify persons who are potential threats; (2) Physically inspect and ensure that all mechanical barriers to entrances are functional and in place; (3) Make polite and professional inquiries as to the nature of the business of people entering the building and assist them as necessary; (4) Coordinate with the individual departments in City Hall for scheduled appointments and the entry of persons seeking services within those departments; (5) Receive and visually inspect packages received at City Hall and notify the recipients of arrival, including notification to the appropriate authority in the event of receipt of a suspicious package; (6) When unable to effectively diffuse a confrontational situation, engage unruly persons if necessary and detain them while awaiting arrival of police, if required, including lawful use of any necessary force to maintain security and safety of the building and its occupants.

C. In the event of an evacuation of City Hall, security personnel shall be responsible to:

Bring the elevators to the main floor and lock out, assist in making sure no one re-enters the building until an all clear message is given, check stairwells for disabled/injured persons after evacuation is complete, and assist in keeping the parking lot clear for emergency personnel.

D. The vendor shall provide the City with documented criminal background checks for all security personnel.

E. The vendor shall be responsible for the hiring, firing, replacement of personnel, disciplinary actions, payroll, scheduling, and any and all personnel and administrative matters. All payroll taxes, liability, and workers' compensation are the sole responsibility of the vendor.

F. The vendor shall provide uniforms for security personnel.

G. The City will reserve the right to select its preferred security guard for on-going services through this contract. Vendors shall submit, with their submission to the City, a copy of the resumes of any and all personnel they intend to use to service the City's account, for review and selection.

H. The vendor shall be an independent contractor, and its employees shall not be considered employees of the City of West Des Moines. The vendor understands that an employer/employee relationship does not exist under this Agreement.

I. The vendor shall not subcontract or assign any interest in the contract and shall not transfer any interest in the same without prior consent of the City.

J. All data, documents, and other information provided to the City by the vendor as a result of the RFP shall become the property of the City and subject to its disposal and subject to applicable open records laws.

K. All costs associated with the preparation of a proposal in response to the RFP shall be the responsibility of the vendor submitting the proposal.

L. The proposed hourly billing rate for the uniformed security officer shall include all regular wages, statutory costs, general liability insurance, uniforms, standard issued equipment, general and administrative overhead, benefits, and profits. Please bid on the following two (2) options: (1) One security staff person at the City Hall main entrance five (5) days and a total of forty-five (45) hours per week (excluding City holidays); and (2) Per hour cost to add additional staff as requested by the City on a limited basis.

M. Qualified quotes are subject to rejection in whole or in part. The City reserves the right to reject any and all proposals, or to award the contract to the next most qualified vendor if the vendor judged most qualified does not execute a contract within thirty (30) days after the award of the proposal.

N. A committee shall be used to evaluate the proposals based on the following criteria: Quality of the proposal, experience and availability of personnel assigned to serve the city, and proven ability to provide services, references, and cost. Retired, in good

standing, State of Iowa certified peace officers, who are entitled to carry weapons in accordance with LEOSA HR 218 and have current weapons qualifications on file, are preferred.

P. The City reserves the right to request clarification of the information submitted and to request additional information of offerors.

P. It is the City's intent to make an award by January 31, 2020. Vendor agrees that bid prices are irrevocable from the bid submission date through February 29, 2020, or by the date of acceptance, whichever occurs later. Upon award of bid, a contract will be approved by the City of West Des Moines City Council and therefore become a legal binding agreement.

Q. Hold Harmless Agreement – The vendor shall indemnify and hold harmless the City of West Des Moines, including its officials, employees, and agents, from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from the performance of the work detailed herein, provided that any such claim, damage, loss or expense is caused in whole or in part by any act or omission attributable to the vendor, including anyone directly or indirectly employed by or associated with the vendor, regardless of whether or not it is caused in part by the City.

R. Insurance – The successful vendor shall maintain adequate liability insurance in form(s) and amount(s) sufficient to protect the City of West Des Moines, its officials, employees, and agents against loss, damage, and/or expense related to performance under this Agreement. The successful vendor shall provide a Certificate of Insurance pursuant to the requirements set forth in Attachment A. In the event the insurance coverage is canceled or modified in any way, the City of West Des Moines must be notified immediately. If at any time during the contract period the company fails to maintain the minimum insurance coverage, the contract may be canceled at the option of the City of West Des Moines.

S. Bid Form / Proposal Signature Page – Each bidder must submit an original Bid on the form(s) attached, plus any additional sheets provided by the bidder that may be required for additional information. The bidder shall sign the bid correctly, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind.

T. Termination for Cause – If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner its obligations, or if the successful bidder shall violate any of the covenants, agreements, or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful bidder of such termination and specifying the effective date of termination.

U. Taxes – The City of West Des Moines is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

II. GENERAL GUARD INSTRUCTIONS

Security Guard supplier certifies to the City that all security guards assigned to the City Hall have been instructed to do the following:

A. Presenting a professional and courteous attitude.
B. Assist with checking-in or directing visitors.
C. Avoiding the use of force unless essential for self, staff or a threat is detected.
D. Withdrawal when a situation is clearly beyond a guard's ability to handle safely.
E. Notify and cooperate with local law enforcement when required.
F. Carry a weapon.

Security guards shall conduct a minimum of one (1) walking tour throughout the site every hour at random intervals. Security guards assigned to City Hall shall be expected to perform the tasks detailed in the categories listed below, as well as any other tasks which may become necessary for the protection of City of West Des Moines assets and/or employees.

A. PREVENTION:
1. Check all doors to ensure that those required to be are closed and locked are secured.
2. Observe building and grounds regularly, checking all floors inside the building on random patrols.

B. PROTECTION:
1. Prevent unauthorized entry into building.
2. Prevent unauthorized removal of property from building.
3. Protect employees and visitors from harm.
4. Maintain order.
5. Be alert for threats to life or property.
6. Prohibit loitering and unruly behavior.

C. ENFORCEMENT:
1. Ensure emergency exits are clear.
2. Inform City's agent and police of unusual occurrences.
3. Cooperate with all law enforcement agencies.
4. Contact law enforcement officers when required.
5. Ensure compliance with established rules and regulations.
6. Contact Police to remove unruly persons from premises.

D. EMERGENCY SERVICES:
1. Be familiar with medical emergency procedures.
2. Notify Fire Department in event of fire.
3. Use phone to notify proper authorities in case of emergency.
4. Instruct people where to go in case of emergency.

E. REPORTING:
1. Daily activity logs, including a pass-down log, shall be maintained, detailed and submitted.
2. Record all unusual occurrences in log.
3. Report all suspicious activities.
4. Report all accidents and actions taken.

5. Report all fires.
6. Report all damage to City or personal property.
7. Report all fire or safety hazards in writing.

II. LENGTH OF AGREEMENT

The term of this Agreement shall be from the date of approval by the parties through December 31, 2021. This agreement may be renewed for additional one (1) year terms if the parties can mutually agree upon the contract terms.

III. FURTHER INFORMATION

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

B. ADA Statement. The City does not discriminate on the basis of disability. If you believe you have been discriminated against in any program or facility, you may file a complaint alleging the discrimination with the ADA Coordinator through the City Manager's office. The TDD line for the City of West Des Moines is 515-222-3334.

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

D. Non-Discrimination Clause. The City of West Des Moines does not discriminate on the basis of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, or disability. All bidders must agree not to discriminate against any employees or applicants for employment based on age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, or disability, and to include a similar non-discrimination provision in all associated agreements.

IV. ADDITIONAL TERMS

A. Assignment. Neither the vendor nor the City shall assign its rights or obligations under this Agreement without the prior written consent of the other party.

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

C. Waiver. The failure to enforce or to require the performance at any time of any of the

provisions of this Agreement herein shall in no way be construed to be a waiver of such provisions, and shall not affect either the validity of this Agreement or any part hereof or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

Authorized Signature	**Date**
(Print Name and Title)	

CONTRACT TERMS

CITY OF WEST DES MOINES
CITY HALL BUILDING SECURITY
ATTACHMENT A
MINIMUM INSURANCE REQUIREMENTS

A. At all times during this Agreement, the vendor will carry and maintain, at the vendor's expense, the following insurance:

1. Commercial General Liability Insurance Policy to afford protection with respect to bodily injury, personal injury, death, or property damage of not less than One Million Dollars ($1,000,000) per occurrence combined single limit/Two Million Dollars ($2,000,000) general aggregate.

2. Workers' Compensation Insurance Policy or similar insurance in form and amounts as required by Iowa law.

3. Umbrella Liability Insurance of not less than Two Million Dollars ($2,000,000) per occurrence.

B. Professional Liability Insurance with a limit for each claim of not less than One Million Dollars ($1,000,000).

C. Coverage must be maintained by a financially stable insurance carrier with a minimum AM Best rating of B+ or better. It will be the vendor's responsibility to provide proof of its carrier's rating.

D. The vendor shall also agree to the following:

1. The City of West Des Moines, Iowa, will be named as an additional insured with respect to all casualty insurance policies.

2. Certificate of insurance will be submitted to the City prior to commencement of the contract and shall include a thirty (30) day notice of cancellation provision.

3. If the vendor fails to perform any of its obligations under the City's Insurance and Policy Requirements, the City of West Des Moines reserves the right to either purchase the required insurance coverage and assess the cost directly to the vendor or to declare the vendor's bid invalid.

REFERENCES

CITY OF WEST DES MOINES
CITY HALL BUILDING SECURITY

Name of Organization	Types of Services Provided	Reference Contact Name	Contact Phone Number

CONTACT INFORMATION

Full Legal Name (Print): _____

Residence Address: _____

Business Address: _____

Telephone Number: _____

Email Address: _____

BID FORM

CITY OF WEST DES MOINES
BUILDING SECURITY

To: City of West Des Moines, Iowa

The undersigned hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. The undersigned has read all attachments including the specifications and fully understands what is required. By submitting this signed proposal, the undersigned will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this Proposal. The undersigned certifies that he or she has not divulged or discussed with or compared this Proposal with other Proposer(s) and have not colluded with any other Proposer(s) or parties to this RFP. The undersigned also certifies that he or she is authorized to contractually bind the proposing vendor.

The undersigned understands that the City of West Des Moines shall cancel this Agreement, if the City has knowledge that all conditions as stated in the Bid Proposal have not been fulfilled.

(1) Staff with one security person present at City Hall
Monday – Friday, 8:00 a.m. to 5:00 p.m. $_____

(2) Per hour cost to add additional staff or extend hours
$_____

Proposal submitted by:

Company (legal registered): _____

Address: _____

_____

City, State, Zip Code: _____

Signature: _____

Name (printed): _____

Title: _____

Telephone No.: _____

E-Mail: _____

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approving Assignment of Investment Management Agreement from Miles Capital, Inc. to Prudent Man Advisors LLC (PMA)

DATE: February 17, 2020

FINANCIAL IMPACT: None

BACKGROUND: On October 1, 2015, staff released and distributed a Banking and Ancillary Services RFP document, with a goal of obtaining efficient, effective banking & ancillary services which would enhance the City's overall cash management program while maintaining a high level of accountability. Following submittal of response documents by several qualified firms, a review committee consisting of staff as well as multiple representatives from NCP, Inc. (a financial consulting firm hired to assist with the process), recommended two service providers – West Bank for general banking services, and Miles Capital for investment management services. On December 28, 2015, the City Council moved and unanimously approved use of these providers for a period of no less than five years, as well as authorizing the Mayor and/or Finance Director to enter into agreements as needed to memorialize the specific types and scopes of services provided.

Subsequent to the Council's action, the City entered into a non-exclusive agreement with Miles Capital to provide investment management and custodial services. A condition of that agreement states that no future assignment may be made by either party without consent of the non-assigning party. As indicated in the attached letter, on January 27, 2020, Miles Capital agreed to sell its assets to Prudent Man Advisors LLC (dba PMA Financial Network). Following issuance of the latter, Miles representatives met with the City's Finance Director to provide an overview. Miles indicated that key local management staff will be retained by PMA and will continue to be assigned to the City's account, including Miles' Managing Director Amy Mitchell, who has been assigned to the City since the inception of the agreement. All fees and other terms of the agreement, including the custodian of the City's assets (US Bank) are not expected to change. The Finance Director has also vetted PMA recently, as a Trustee of the Iowa Public Agency Investment Trust (IPAIT), an organization which recently retained the services of PMA, and believes them to be a very reputable firm.

RECOMMENDATION: Council approve a motion which consents to assigning the Investment Management Agreement from Miles Capital, Inc. to Prudent Man Advisors LLC (PMA) and authorizes the Finance Director to sign the assignment consent agreement on behalf of the City.

Lead Staff Member: Tim Stiles, Finance Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	HW

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	February 5, 2020		
Recommendation	Yes	No	Split

MILES *Capital*

RESULTS THAT MATTER

January 30, 2020

Tim Stiles
PO Box 65320
West Des Moines IA, 50265

Dear Tim:

On January 27, 2020, Miles Capital, Inc. announced that it had entered into an agreement to sell substantially all of the assets of Miles Capital to PMA Financial Network. It is anticipated that the sale will close on or about March 31.

We are excited about this transaction and what it means for you. Over its 37 year history, Miles Capital has built an outstanding record of client service and investment performance, leading to long client relationships, many exceeding 20 years. PMA shares this same client focus and integrity, having delivered outstanding service and performance to its clients since 1984. The acquisition by PMA means additional resources and talent to support your current Miles Capital team, which remains in place.

PMA is a premier full-service provider of comprehensive financial and advisory services to municipalities, school districts, other local government entities and insurance pools.
PMA and Miles Capital know each other well, having worked closely together on a number of client relationships for several years. Miles Capital's deep experience and competitive investment track records will be leveraged within PMA as we look to deliver to Miles' clients expanded support and services.

On behalf of Miles Capital, we would like to thank you for your business and for your relationship with the firm and we at PMA look forward to building on this history with you. **Our combined companies will continue to have a singular focus – helping you achieve your investment objectives.**

Under the laws relating to investment advisers, the sale will technically result in the "assignment" of your investment advisory agreement with Miles Capital to PMA. This letter seeks your consent to the assignment following the closing of the sale to permit Miles Capital to continue as your investment advisor. **Enclosed is a form of consent that we request you execute and return to us on or before March 16, 2020. If we do not hear from you or receive the consent from you by that date, we will conclude that you have consented.**

There is more information and lots of good news to come. For now, we ask that you execute the enclosed Client Consent Form and mail it to us, or scan your signed consent and email it to Courtney Clarke at cclarke@miles-capital.com.

MILES *Capital*

RESULTS THAT MATTER

Please do not hesitate to reach out to your primary relationship manager or call us personally if you have any questions or concerns. Our contact information is included below.

We are excited about this upcoming transaction and the opportunity it affords to serve your needs.

Sincerely,

David W. Miles
Chairman of the Board
Miles Capital
(515) 224-2718

James O. Davis
Chief Executive Officer
PMA Financial Network
(630) 657-6400 x6491

January 30, 2020

City of West Des Moines
Re: Request for Consent to Assignment of Contract

Dear Tim:

I am pleased to inform you of an expected sale (the "Transaction") of substantially all of the assets of Miles Capital, Inc. (the "Company" or "Miles Capital") to Prudent Man Advisors, LLC or an affiliate thereof ("PMA").

We do not expect the Transaction to have any material impact on the investment advisory services that you currently receive from the Company. The terms of your investment advisory agreement with the Company (your "Investment Advisory Agreement") will continue as they are following the consummation of the Transaction (the "Closing").

In connection with the Transaction, and subject to certain customary closing conditions, the Company will sell substantially all of its assets, including, without limitation, your Investment Advisory Agreement, to PMA, an investment adviser registered with the U.S. Securities and Exchange Commission (the "SEC") under the U.S. Investment Advisers Act of 1940, as amended (the "Advisers Act"). PMA is an affiliate of PMA Securities, LLC, a broker-dealer registered with the SEC, and is primarily owned and controlled by a private fund advised by Estancia Capital Management, LLC. The Transaction is expected to close during the first quarter of 2020.

Miles Capital itself is registered as an investment adviser with the SEC under the Advisers Act and certain state securities regulators. Under definitions in the Advisers Act, the Transaction will result in an "assignment" (the "Assignment") of your Investment Advisory Agreement to PMA. In accordance with your Investment Advisory Agreement and the Advisers Act, we are writing to request your written consent to the Assignment.

Please check the box and sign the statement below before March 16, 2020, to confirm your consent to the Assignment and your desire to continue receiving the investment advisory services provided by the Company under the terms of your current Investment Advisory Agreement, as assigned to PMA, following the Closing. If we do not hear back from you within 45 days from your receipt of this letter and you continue to accept our services, you will be deemed to have provided your consent to the Transaction and the resulting Assignment of your Investment Advisory Agreement to PMA.

If you do not consent to the Assignment of your Investment Advisory Agreement as a result of the Transaction, please notify us within 45 days from your receipt of this letter (and in any event, no later than March 30, 2020) by contacting us at: 515.453.8400 or cclarke@miles-capital.com or by returning this notice via mail at 1415 28th Street, Suite 200, West Des Moines, IA 50266. The Company and your relationship manager will reach out to you to discuss any action you want to take in regard to your account(s).

In the event the Transaction is not consummated, we will notify you of such and the contents of this letter shall automatically become null and void.

☐ By checking this box, the undersigned client of the Company agrees and consents to the Assignment of its Investment Advisory Agreement to PMA and that this notice and the undersigned client's consent will be deemed to satisfy any notice or consent requirements contained in the client's Investment Advisory Agreement which arise, directly or indirectly, as a result of the Transaction.

☐ By checking this box, the undersigned client of the Company does **NOT** agree and consent to the Assignment of its Investment Advisory Agreement to PMA.

Name of Client (Print): _____

Signatory & Title (Print): _____

Signature: _____ Date: _____

FOR ERISA CLIENTS ONLY: The Company is also seeking, if applicable, your appointment of Prudent Man Advisors, LLC as an "investment manager" (within the meaning of Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) of your accounts that are currently managed by the Company that are subject to ERISA ("ERISA Plan Accounts"). Accordingly, by providing consent above, you also will be deemed to appoint Prudent Man Advisors, LLC, effective as of the consummation of the Transaction, as an "investment manager" within the meaning of Section 3(38) of ERISA with respect to your ERISA Plan Accounts. Effective as of the consummation of the Transaction, Prudent Man Advisors, LLC will acknowledge and accept its (i) appointment as an "investment manager" within the meaning of Section 3(38) of ERISA with respect to your ERISA Plan Accounts, and (ii) status as a "fiduciary" within the meaning of (A) Section 3(21) of ERISA with respect to your ERISA Plan Accounts and/or (B) Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to any accounts managed by the Company that are subject to Section 4975 of the Code. Finally, this notice is intended to update and supplement the prior fee disclosures provided with respect to ERISA Plan Accounts pursuant to Section 408(b)(2) of ERISA. As mentioned above Prudent Man Advisors, LLC will provide investment advisory services to you under the terms of your current Investment Advisory Agreement, as assigned to Prudent Man Advisors, LLC, following the Closing.[1]

If you have any questions, please contact the Company at:

Prudent Man Advisors, LLC
ATTN: Jim Davis, CEO
2135 City Gate Ln # 7
Naperville, IL 60563
JDavis@pmanetwork.com
Phone: (630) 393-9494

We are confident that Prudent Man Advisors, LLC will continue our legacy as a highly qualified advisory firm that provides a high level of service to its clients. We value your business and look forward to continuing to serve your investment needs.

Sincerely,

David W. Miles
Chairman of the Board
Miles Capital, Inc.

---

1 Note to Draft: Subject to further review by ERISA counsel.

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM: Motion – Approval of Art on the Campus Artist Agreements - 2020 Art on the Campus Exhibit

FINANCIAL IMPACT: Expense of $20,000 for the artist stipends ($2,000 per work of art). Funds are available in the FY 19-20 Public Art budget.

BACKGROUND: The Public Arts Advisory Commission is sponsoring the eighth temporary "Art on the Campus" exhibit from April 15, 2020 to November 15, 2020. An "Art on the Campus" selection committee meeting was held on Tuesday, October 22, 2019 to review and score the forty-five (45) proposals that were submitted by twenty (20) different artists from Iowa, Illinois, Nebraska, Minnesota, and Wisconsin. Of the twenty artists, ten were new and ten were returning. The selection committee members were: Jed Gammell (Commission member), Rita Luther (Commission member), Vince Valdez (Citizen), Ray Seidelman (Citizen), and Liz Stephenson (Citizen).The Public Arts Advisory Commission approved the selection committee's recommendation on November 14, 2019.

Ten entries were selected to be temporarily installed around the pond on the city campus. The recommendations include:

Entry Name	Artist Name
The Sound of Color	Tim Adams
The Sacrifice	Travis Apel
Passage	James Bearden
American Dreamer	Gail Chavenelle
Blossom	Hilde DeBruyne
The Birth of Venus	Steven Maeck
Architrave	Dan Perry
Parent and Child	Albert Rhea
Three Pods	V. Skip Willits
Matrix	David Zahn

A photograph of the artwork is attached to each of the agreements. A map of the locations approved by the Public Arts Advisory Commission is also included.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the agreements as recommended by the Public Arts Advisory Commission for the 2020 "Art on the Campus" exhibit.

Lead Staff Member: Allison Ullestad, Arts, Culture, and Enrichment Supervisor

STAFF REVIEWS

Department Director	Sally Ortgies, Director of Parks and Recreation
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	N/A
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2020 Art on the Campus – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made this 21 day of November, 2019, by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (hereinafter referred to as the "City") and Tim Adams whose principal address is 404 E. Second Street, Webster City, IA 50595 (hereinafter referred to as the "Artist").

WITNESSETH:

WHEREAS, the City desires to hold a summer art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (the "Art Work"), which has been conceived and designed by Artist, to be installed on the City's property at the City/School Campus (hereinafter referred to as the "Site"), West Des Moines, Iowa; and

WHEREAS, the Artist desires to loan the Art Work to the City for a time period specified in this Agreement, and upon installation by Artist and Artist's Team, City desires to provide insurance coverage for the Art Work, from the time of installation of the Art Work until the time of removal of the Art Work from the City's property, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
b) The Artist shall inspect the existing substrate and construction of the concrete slab to which the Art Work is to be attached and notify the City of any issues.
c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
d) The Artist shall loan the Art Work to the City for a seven (7) month time period beginning on April 15, 2020, and ending on November 15, 2020.
e) If the City or another buyer desires to purchase said Art Work to add to the City's permanent Public Art collection, or the private collection of the individual, the purchase price shall not be greater than the price indicated on the Artist Application for said Art Work.
f) If said Art Work is sold to a private collector, 15% of the total purchase price received will be donated by the Artist to the City.
g) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the Art on the Campus exhibit.This creation process may include but is not limited to the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Delivery and Installation

a) The Artist shall notify the City when the Artist is ready to deliver and install the Art Work at the Site designated by the City.

b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist's intended time of delivery to determine the exact schedule of delivery and installation.

c) The Artist shall deliver and install the completed Art Work at the Site after April 1, 2020 and no later than April 15, 2020, and shall remove the Art Work from said Site after November 15, 2020 and no later than November 30, 2020.

d) The City shall be responsible for preparing the Site to allow the Artist to prepare for the timely installation of the Art Work.

e) The Artist shall be responsible for all expenses, labor, and equipment necessary for the installation and removal of the Art Work.

f) If the Art Work will be affixed to the City-provided pads, then the Artist shall affix the Art Work to the City-provided pads using tamper-resistant locking bolts.

1.3 Risk of Loss

a) The risk of loss or damage to the Art Work shall be borne by the Artist until final installation is complete. After the complete installation of the Art Work, the risk of loss or damage to the Art Work shall be borne by the City during the loan period provided for in this Agreement, subject to the limitation on damages contained in Section 5.2 herein.

1.4 Indemnity

a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, theft, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or delivery of the Art Work.

b) Upon installation of the Art Work, the City shall, subject to the limitation on damages contained in Section 5.2 herein, indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.

b) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

a) The City shall pay the Artist a stipend of $2,000 which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at a location specified by the City. The Artist shall provide the City with an invoice for the stipend amount after final installation has occurred.

b) If the City decides to purchase the Art Work following the stated loan period, the stipend outlined in Section 2.1(a) will serve as a $2,000 credit towards the final purchase price.

2.2 Artist's Expenses

a) The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of transporting the Art Work to the Site, and the costs

of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice shall be on stationary and must be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation and removal of the Art Work as proposed by the Artist and approved by the City pursuant Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Installation Delays

a) If, when the Artist is ready for installation of the Art Work, the Artist is delayed from installing the Art Work within the time specified in the schedule as a result of the construction of the Site not being sufficiently complete to reasonably permit installation of the Art Work, the City shall provide storage, or reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is sufficiently complete to permit installation of the Art Work.

3.3 Early Completion of Artist Services

a) The Artist shall bear any transportation and storage costs resulting from the completion of the Artist's services prior to the time provided in the schedule for installation.

3.4 Time Extensions

a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such condition.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

a) The Artist represents and warrants that:
   1) The Art Work is solely the result of the artistic effort of the Artist;
   2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
   3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
   4) The Art Work is free and clear of any liens from any source whatever.

4.2 Warranties of Quality and Condition

a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
   1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
   2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work; and

b) In the event that the City purchases the Art Work, the warranties described in this Section 4.2 shall survive for a period of five (5) years after the final acceptance of the Art Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or re-fabrication of the Art Work).

ARTICLE 5: INSURANCE

5.1 Artist Insurance

a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

b) The Artist shall provide proof of insurance for the retail value of the artwork stated on the Artist Application to the City upon installation of the art exhibit.

5.2 City/Art Exhibit Insurance

a) Through the duration of the period that the Art Work is loaned to the City for the art exhibit, as identified in Section 1.1(d), the City will provide a maximum of $8,000.00 in property loss and liability insurance coverage for the Art Work. The Artist acknowledges and agrees that the maximum amount that shall be paid to the Artist in damages related to any aspect of this Agreement shall be the price for the Art Work indicated on the Artist Application, or the $8,000.00 insurance limit, whichever amount is lower.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

a) The City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist.

7.4 Record

a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches,

photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Works. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

a) All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

Allison Ullestad, Recreation Coordinator
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

2) if to the Artist, to:

Tim Adams
404 E. Second Street
Webster City, IA 50595

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. 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 thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party,

other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

This agreement is executed on day and year first written above.

ARTIST

Tim Adams

Tim Adams

CITY

_____

Sally Ortgies, Director of Parks and Recreation Department
City of West Des Moines

Exhibit A

THE SOUND OF COLOR
2019
Steel, Chimes, and Lexan
Purchase Value: $2,900

Wind and Sun are two of nature's forces I've chosen to work with for this piece. The chimes give notice when a slight breeze moves through the air. The color draws the eye to the sound. It's the same concept as when you hear a bird sing and look around to see where the chirp is coming from. The next time you hear a bird sing, notice that you instinctively look around to see where it's coming from. The human brain is trained to look for color and associate it with sound!

CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2020 Art on the Campus – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made this 29th day of December, 19, by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (hereinafter referred to as the "City") and **Travis Apel whose principal address is 3118 N 76th Street, Omaha, NE 68134** (hereinafter referred to as the "Artist").

WITNESSETH:

WHEREAS, the City desires to hold a summer art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (the "Art Work"), which has been conceived and designed by Artist, to be installed on the City's property at the City/School Campus (hereinafter referred to as the "Site"), West Des Moines, Iowa; and

WHEREAS, the Artist desires to loan the Art Work to the City for a time period specified in this Agreement, and upon installation by Artist and Artist's Team, City desires to provide insurance coverage for the Art Work, from the time of installation of the Art Work until the time of removal of the Art Work from the City's property, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
b) The Artist shall inspect the existing substrate and construction of the concrete slab to which the Art Work is to be attached and notify the City of any issues.
c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
d) The Artist shall loan the Art Work to the City for a seven (7) month time period beginning on April 15, 2020, and ending on November 15, 2020.
e) If the City or another buyer desires to purchase said Art Work to add to the City's permanent Public Art collection, or the private collection of the individual, the purchase price shall not be greater than the price indicated on the Artist Application for said Art Work.
f) If said Art Work is sold to a private collector, 15% of the total purchase price received will be donated by the Artist to the City.
g) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the Art on the Campus exhibit.This creation process may include but is not limited to the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Delivery and Installation

a) The Artist shall notify the City when the Artist is ready to deliver and install the Art Work at the Site designated by the City.

b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist's intended time of delivery to determine the exact schedule of delivery and installation.

c) The Artist shall deliver and install the completed Art Work at the Site after April 1, 2020 and no later than April 15, 2020, and shall remove the Art Work from said Site after November 15, 2020 and no later than November 30, 2020.

d) The City shall be responsible for preparing the Site to allow the Artist to prepare for the timely installation of the Art Work.

e) The Artist shall be responsible for all expenses, labor, and equipment necessary for the installation and removal of the Art Work.

f) If the Art Work will be affixed to the City-provided pads, then the Artist shall affix the Art Work to the City-provided pads using tamper-resistant locking bolts.

1.3 Risk of Loss

a) The risk of loss or damage to the Art Work shall be borne by the Artist until final installation is complete. After the complete installation of the Art Work, the risk of loss or damage to the Art Work shall be borne by the City during the loan period provided for in this Agreement, subject to the limitation on damages contained in Section 5.2 herein.

1.4 Indemnity

a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, theft, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or delivery of the Art Work.

b) Upon installation of the Art Work, the City shall, subject to the limitation on damages contained in Section 5.2 herein, indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.

b) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

a) The City shall pay the Artist a stipend of $2,000 which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at a location specified by the City. The Artist shall provide the City with an invoice for the stipend amount after final installation has occurred.

b) If the City decides to purchase the Art Work following the stated loan period, the stipend outlined in Section 2.1(a) will serve as a $2,000 credit towards the final purchase price.

2.2 Artist's Expenses

a) The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of transporting the Art Work to the Site, and the costs

of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice shall be on stationary and must be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation and removal of the Art Work as proposed by the Artist and approved by the City pursuant Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Installation Delays

a) If, when the Artist is ready for installation of the Art Work, the Artist is delayed from installing the Art Work within the time specified in the schedule as a result of the construction of the Site not being sufficiently complete to reasonably permit installation of the Art Work, the City shall provide storage, or reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is sufficiently complete to permit installation of the Art Work.

3.3 Early Completion of Artist Services

a) The Artist shall bear any transportation and storage costs resulting from the completion of the Artist's services prior to the time provided in the schedule for installation.

3.4 Time Extensions

a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such condition.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

a) The Artist represents and warrants that:
   1) The Art Work is solely the result of the artistic effort of the Artist;
   2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
   3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
   4) The Art Work is free and clear of any liens from any source whatever.

4.2 Warranties of Quality and Condition

a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
   1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
   2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work; and

b) In the event that the City purchases the Art Work, the warranties described in this Section 4.2 shall survive for a period of five (5) years after the final acceptance of the Art Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or re-fabrication of the Art Work).

ARTICLE 5: INSURANCE

5.1 Artist Insurance

a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

b) The Artist shall provide proof of insurance for the retail value of the artwork stated on the Artist Application to the City upon installation of the art exhibit.

5.2 City/Art Exhibit Insurance

a) Through the duration of the period that the Art Work is loaned to the City for the art exhibit, as identified in Section 1.1(d), the City will provide a maximum of $8,000.00 in property loss and liability insurance coverage for the Art Work. The Artist acknowledges and agrees that the maximum amount that shall be paid to the Artist in damages related to any aspect of this Agreement shall be the price for the Art Work indicated on the Artist Application, or the $8,000.00 insurance limit, whichever amount is lower.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

a) The City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist.

7.4 Record

a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches,

photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Works. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

a) All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

Allison Ullestad, Recreation Coordinator
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

2) if to the Artist, to:

Travis Apel
3118 N 76th Street
Omaha, NE 68134

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. 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 thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party,

other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

This agreement is executed on day and year first written above.

ARTIST

Travis Apel

CITY

Sally Ortgies, Director of Parks and Recreation Department
City of West Des Moines

Exhibit A

THE SACRIFICE
2018
Steel
Purchase Value: $7,500

I made the work from strips of welded mild steel and fabricated the work at Metropolitan Community College Welding Lab in Omaha, NE. The inspiration for the work combines the anatomical structure of a human vertebrae, which to me symbolize strength, courage, and the helmet for the "spine."

The mission of creating this sculpture was to honor all of the fallen warriors that preserves out democracy--military service members, law enforcement, whistleblowers, journalists, artists, and social critics alike.

CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2020 Art on the Campus – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made this 13 day of January, 2020 by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (hereinafter referred to as the "City") and James Bearden whose principal address is 415 7th Street, Unit #203, West Des Moines, IA 50265 (hereinafter referred to as the "Artist").

WITNESSETH:

WHEREAS, the City desires to hold a summer art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (the "Art Work"), which has been conceived and designed by Artist, to be installed on the City's property at the City/School Campus (hereinafter referred to as the "Site"), West Des Moines, Iowa; and

WHEREAS, the Artist desires to loan the Art Work to the City for a time period specified in this Agreement, and upon installation by Artist and Artist's Team, City desires to provide insurance coverage for the Art Work, from the time of installation of the Art Work until the time of removal of the Art Work from the City's property, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
b) The Artist shall inspect the existing substrate and construction of the concrete slab to which the Art Work is to be attached and notify the City of any issues.
c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
d) The Artist shall loan the Art Work to the City for a seven (7) month time period beginning on April 15, 2020, and ending on November 15, 2020.
e) If the City or another buyer desires to purchase said Art Work to add to the City's permanent Public Art collection, or the private collection of the individual, the purchase price shall not be greater than the price indicated on the Artist Application for said Art Work.
f) If said Art Work is sold to a private collector, 15% of the total purchase price received will be donated by the Artist to the City.
g) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the Art on the Campus exhibit.This creation process may include but is not limited to the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Delivery and Installation

a) The Artist shall notify the City when the Artist is ready to deliver and install the Art Work at the Site designated by the City.

b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist's intended time of delivery to determine the exact schedule of delivery and installation.

c) The Artist shall deliver and install the completed Art Work at the Site after April 1, 2020 and no later than April 15, 2020, and shall remove the Art Work from said Site after November 15, 2020 and no later than November 30, 2020.

d) The City shall be responsible for preparing the Site to allow the Artist to prepare for the timely installation of the Art Work.

e) The Artist shall be responsible for all expenses, labor, and equipment necessary for the installation and removal of the Art Work.

f) If the Art Work will be affixed to the City-provided pads, then the Artist shall affix the Art Work to the City-provided pads using tamper-resistant locking bolts.

1.3 Risk of Loss

a) The risk of loss or damage to the Art Work shall be borne by the Artist until final installation is complete. After the complete installation of the Art Work, the risk of loss or damage to the Art Work shall be borne by the City during the loan period provided for in this Agreement, subject to the limitation on damages contained in Section 5.2 herein.

1.4 Indemnity

a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, theft, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or delivery of the Art Work.

b) Upon installation of the Art Work, the City shall, subject to the limitation on damages contained in Section 5.2 herein, indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.

b) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

a) The City shall pay the Artist a stipend of $2,000 which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at a location specified by the City. The Artist shall provide the City with an invoice for the stipend amount after final installation has occurred.

b) If the City decides to purchase the Art Work following the stated loan period, the stipend outlined in Section 2.1(a) will serve as a $2,000 credit towards the final purchase price.

2.2 Artist's Expenses

a) The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of transporting the Art Work to the Site, and the costs

of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice shall be on stationary and must be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation and removal of the Art Work as proposed by the Artist and approved by the City pursuant Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Installation Delays

a) If, when the Artist is ready for installation of the Art Work, the Artist is delayed from installing the Art Work within the time specified in the schedule as a result of the construction of the Site not being sufficiently complete to reasonably permit installation of the Art Work, the City shall provide storage, or reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is sufficiently complete to permit installation of the Art Work.

3.3 Early Completion of Artist Services

a) The Artist shall bear any transportation and storage costs resulting from the completion of the Artist's services prior to the time provided in the schedule for installation.

3.4 Time Extensions

a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such condition.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

a) The Artist represents and warrants that:
   1) The Art Work is solely the result of the artistic effort of the Artist;
   2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
   3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
   4) The Art Work is free and clear of any liens from any source whatever.

4.2 Warranties of Quality and Condition

a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
   1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
   2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work; and

b) In the event that the City purchases the Art Work, the warranties described in this Section 4.2 shall survive for a period of five (5) years after the final acceptance of the Art Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or re-fabrication of the Art Work).

ARTICLE 5: INSURANCE

5.1 Artist Insurance

a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

b) The Artist shall provide proof of insurance for the retail value of the artwork stated on the Artist Application to the City upon installation of the art exhibit.

5.2 City/Art Exhibit Insurance

a) Through the duration of the period that the Art Work is loaned to the City for the art exhibit, as identified in Section 1.1(d), the City will provide a maximum of $8,000.00 in property loss and liability insurance coverage for the Art Work. The Artist acknowledges and agrees that the maximum amount that shall be paid to the Artist in damages related to any aspect of this Agreement shall be the price for the Art Work indicated on the Artist Application, or the $8,000.00 insurance limit, whichever amount is lower.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

a) The City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist.

7.4 Record

a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches,

photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Works. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

a) All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

Allison Ullestad, Recreation Coordinator
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

2) if to the Artist, to:

James Bearden
415 7th Street, Unit #203
West Des Moines, IA 50265

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. 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 thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party,

other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

This agreement is executed on day and year first written above.

ARTIST

James Bearden

CITY

Sally Ortgies, Director of Parks and Recreation Department
City of West Des Moines

Exhibit A

PASSAGE
2018
Patinated Steel
Purchase Value: $6,000

Passage is a work from my Voids Series and is based on the body in motion.

CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2020 Art on the Campus – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made this __28___day of December, 2019 ____, by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (hereinafter referred to as the "City") and Gail Chavenelle whose principal address is 1155 Kelly Lane, Dubuque, IA 52003 (hereinafter referred to as the "Artist").

WITNESSETH:

WHEREAS, the City desires to hold a summer art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (the "Art Work"), which has been conceived and designed by Artist, to be installed on the City's property at the City/School Campus (hereinafter referred to as the "Site"), West Des Moines, Iowa; and

WHEREAS, the Artist desires to loan the Art Work to the City for a time period specified in this Agreement, and upon installation by Artist and Artist's Team, City desires to provide insurance coverage for the Art Work, from the time of installation of the Art Work until the time of removal of the Art Work from the City's property, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
b) The Artist shall inspect the existing substrate and construction of the concrete slab to which the Art Work is to be attached and notify the City of any issues.
c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
d) The Artist shall loan the Art Work to the City for a seven (7) month time period beginning on April 15, 2020, and ending on November 15, 2020.
e) If the City or another buyer desires to purchase said Art Work to add to the City's permanent Public Art collection, or the private collection of the individual, the purchase price shall not be greater than the price indicated on the Artist Application for said Art Work.
f) If said Art Work is sold to a private collector, 15% of the total purchase price received will be donated by the Artist to the City.
g) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the Art on the Campus exhibit.This creation process may include but is not limited to the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Delivery and Installation

a) The Artist shall notify the City when the Artist is ready to deliver and install the Art Work at the Site designated by the City.
b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist's intended time of delivery to determine the exact schedule of delivery and installation.
c) The Artist shall deliver and install the completed Art Work at the Site after April 1, 2020 and no later than April 15, 2020, and shall remove the Art Work from said Site after November 15, 2020 and no later than November 30, 2020.
d) The City shall be responsible for preparing the Site to allow the Artist to prepare for the timely installation of the Art Work.
e) The Artist shall be responsible for all expenses, labor, and equipment necessary for the installation and removal of the Art Work.
f) If the Art Work will be affixed to the City-provided pads, then the Artist shall affix the Art Work to the City-provided pads using tamper-resistant locking bolts.

1.3 Risk of Loss

a) The risk of loss or damage to the Art Work shall be borne by the Artist until final installation is complete. After the complete installation of the Art Work, the risk of loss or damage to the Art Work shall be borne by the City during the loan period provided for in this Agreement, subject to the limitation on damages contained in Section 5.2 herein.

1.4 Indemnity

a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, theft, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or delivery of the Art Work.
b) Upon installation of the Art Work, the City shall, subject to the limitation on damages contained in Section 5.2 herein, indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.
b) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

a) The City shall pay the Artist a stipend of $2,000 which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at a location specified by the City. The Artist shall provide the City with an invoice for the stipend amount after final installation has occurred.
b) If the City decides to purchase the Art Work following the stated loan period, the stipend outlined in Section 2.1(a) will serve as a $2,000 credit towards the final purchase price.

2.2 Artist's Expenses

a) The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of transporting the Art Work to the Site, and the costs

of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice shall be on stationary and must be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation and removal of the Art Work as proposed by the Artist and approved by the City pursuant Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Installation Delays

a) If, when the Artist is ready for installation of the Art Work, the Artist is delayed from installing the Art Work within the time specified in the schedule as a result of the construction of the Site not being sufficiently complete to reasonably permit installation of the Art Work, the City shall provide storage, or reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is sufficiently complete to permit installation of the Art Work.

3.3 Early Completion of Artist Services

a) The Artist shall bear any transportation and storage costs resulting from the completion of the Artist's services prior to the time provided in the schedule for installation.

3.4 Time Extensions

a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such condition.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

a) The Artist represents and warrants that:
   1) The Art Work is solely the result of the artistic effort of the Artist;
   2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
   3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
   4) The Art Work is free and clear of any liens from any source whatever.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

a) The City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist.

7.4 Record

a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches,

4.2 Warranties of Quality and Condition

a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
   1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
   2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work; and

b) In the event that the City purchases the Art Work, the warranties described in this Section 4.2 shall survive for a period of five (5) years after the final acceptance of the Art Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or re-fabrication of the Art Work).

ARTICLE 5: INSURANCE

5.1 Artist Insurance

a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

b) The Artist shall provide proof of insurance for the retail value of the artwork stated on the Artist Application to the City upon installation of the art exhibit.

5.2 City/Art Exhibit Insurance

a) Through the duration of the period that the Art Work is loaned to the City for the art exhibit, as identified in Section 1.1(d), the City will provide a maximum of $8,000.00 in property loss and liability insurance coverage for the Art Work. The Artist acknowledges and agrees that the maximum amount that shall be paid to the Artist in damages related to any aspect of this Agreement shall be the price for the Art Work indicated on the Artist Application, or the $8,000.00 insurance limit, whichever amount is lower.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: [Artist's Name], year of publication.

photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Works. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

a) All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

Allison Ullestad, Recreation Coordinator
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

2) if to the Artist, to:

Gail Chavenelle
1155 Kelly Lane
Dubuque, IA 52003

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. 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 thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party,

other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

This agreement is executed on day and year first written above.

ARTIST

Gail Chavenelle

Gail Chavenelle

CITY

_____

Sally Ortgies, Director of Parks and Recreation Department
City of West Des Moines

Exhibit A

AMERICAN DREAMER
2019
Steel and Powder Coated Finish
Purchase Value: $8,500

In this time of political division, immigration, ethnic or religious intolerance, American Dreamer reminds us of what is best and possible in our nation. The night figure and our dreams are supported by the breezes of our environment and freedom. The American Dream must be real for all- regardless of race, religion, or length of residency. The dreaming figure has no features, hair or clothing style. It represents all viewers or American Dreamers- in any time. The head tips down to include each viewer- as if to invite them to dream. We, in the United States and Iowa, have many opportunities. The sculptural figure is surrounded by the evening stars - the stars of opportunity. We, as the sculptural figure, can reach out, capture our dreams and hold stars of success aloft in our hands.

CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2020 Art on the Campus – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made this 12 day of January, 2020, by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (hereinafter referred to as the "City") and Hilde DeBruyne whose principal address is 3264 Cumming Road, Cumming, IA 50061 (hereinafter referred to as the "Artist").

WITNESSETH:

WHEREAS, the City desires to hold a summer art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (the "Art Work"), which has been conceived and designed by Artist, to be installed on the City's property at the City/School Campus (hereinafter referred to as the "Site"), West Des Moines, Iowa; and

WHEREAS, the Artist desires to loan the Art Work to the City for a time period specified in this Agreement, and upon installation by Artist and Artist's Team, City desires to provide insurance coverage for the Art Work, from the time of installation of the Art Work until the time of removal of the Art Work from the City's property, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
b) The Artist shall inspect the existing substrate and construction of the concrete slab to which the Art Work is to be attached and notify the City of any issues.
c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
d) The Artist shall loan the Art Work to the City for a seven (7) month time period beginning on April 15, 2020, and ending on November 15, 2020.
e) If the City or another buyer desires to purchase said Art Work to add to the City's permanent Public Art collection, or the private collection of the individual, the purchase price shall not be greater than the price indicated on the Artist Application for said Art Work.
f) If said Art Work is sold to a private collector, 15% of the total purchase price received will be donated by the Artist to the City.
g) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the Art on the Campus exhibit.This creation process may include but is not limited to the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Delivery and Installation

a) The Artist shall notify the City when the Artist is ready to deliver and install the Art Work at the Site designated by the City.

b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist's intended time of delivery to determine the exact schedule of delivery and installation.

c) The Artist shall deliver and install the completed Art Work at the Site after April 1, 2020 and no later than April 15, 2020, and shall remove the Art Work from said Site after November 15, 2020 and no later than November 30, 2020.

d) The City shall be responsible for preparing the Site to allow the Artist to prepare for the timely installation of the Art Work.

e) The Artist shall be responsible for all expenses, labor, and equipment necessary for the installation and removal of the Art Work.

f) If the Art Work will be affixed to the City-provided pads, then the Artist shall affix the Art Work to the City-provided pads using tamper-resistant locking bolts.

1.3 Risk of Loss

a) The risk of loss or damage to the Art Work shall be borne by the Artist until final installation is complete. After the complete installation of the Art Work, the risk of loss or damage to the Art Work shall be borne by the City during the loan period provided for in this Agreement, subject to the limitation on damages contained in Section 5.2 herein.

1.4 Indemnity

a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, theft, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or delivery of the Art Work.

b) Upon installation of the Art Work, the City shall, subject to the limitation on damages contained in Section 5.2 herein, indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.

b) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

a) The City shall pay the Artist a stipend of $2,000 which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at a location specified by the City. The Artist shall provide the City with an invoice for the stipend amount after final installation has occurred.

b) If the City decides to purchase the Art Work following the stated loan period, the stipend outlined in Section 2.1(a) will serve as a $2,000 credit towards the final purchase price.

2.2 Artist's Expenses

a) The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of transporting the Art Work to the Site, and the costs

of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice shall be on stationary and must be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation and removal of the Art Work as proposed by the Artist and approved by the City pursuant Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Installation Delays

a) If, when the Artist is ready for installation of the Art Work, the Artist is delayed from installing the Art Work within the time specified in the schedule as a result of the construction of the Site not being sufficiently complete to reasonably permit installation of the Art Work, the City shall provide storage, or reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is sufficiently complete to permit installation of the Art Work.

3.3 Early Completion of Artist Services

a) The Artist shall bear any transportation and storage costs resulting from the completion of the Artist's services prior to the time provided in the schedule for installation.

3.4 Time Extensions

a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such condition.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

a) The Artist represents and warrants that:
   1) The Art Work is solely the result of the artistic effort of the Artist;
   2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
   3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
   4) The Art Work is free and clear of any liens from any source whatever.

4.2 Warranties of Quality and Condition

a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
   1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
   2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work; and

b) In the event that the City purchases the Art Work, the warranties described in this Section 4.2 shall survive for a period of five (5) years after the final acceptance of the Art Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or re-fabrication of the Art Work).

ARTICLE 5: INSURANCE

5.1 Artist Insurance

a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

b) The Artist shall provide proof of insurance for the retail value of the artwork stated on the Artist Application to the City upon installation of the art exhibit.

5.2 City/Art Exhibit Insurance

a) Through the duration of the period that the Art Work is loaned to the City for the art exhibit, as identified in Section 1.1(d), the City will provide a maximum of $8,000.00 in property loss and liability insurance coverage for the Art Work. The Artist acknowledges and agrees that the maximum amount that shall be paid to the Artist in damages related to any aspect of this Agreement shall be the price for the Art Work indicated on the Artist Application, or the $8,000.00 insurance limit, whichever amount is lower.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

a) The City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist.

7.4 Record

a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches,

photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Works. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

a) All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

Allison Ullestad, Recreation Coordinator
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

2) if to the Artist, to:

Hilde DeBruyne
3264 Cumming Road
Cumming, IA 50061

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. 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 thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party,

other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

This agreement is executed on day and year first written above.

ARTIST

Hilde DeBruyne

CITY

Sally Ortgies, Director of Parks and Recreation Department
City of West Des Moines

Exhibit A

BLOSSOM
2020
Painted Metal
Purchase Value: $20,000

"Blossom" is a contemporary, organic abstract sculpture. It is part of the "Botanical" Series where the artist is inspired by the natural form and beauty of flowers. Positive and negative spaces create a playful effect and invites the viewer to experience the organic shape of the flower from all angles. It is painted a deep Blue.

CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2020 Art on the Campus – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made this 25th day of December, 2019 by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (hereinafter referred to as the "City") and Steven Maeck whose principal address is 373 361st Street, Decorah, IA 52101 (hereinafter referred to as the "Artist").

WITNESSETH:

WHEREAS, the City desires to hold a summer art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (the "Art Work"), which has been conceived and designed by Artist, to be installed on the City's property at the City/School Campus (hereinafter referred to as the "Site"), West Des Moines, Iowa; and

WHEREAS, the Artist desires to loan the Art Work to the City for a time period specified in this Agreement, and upon installation by Artist and Artist's Team, City desires to provide insurance coverage for the Art Work, from the time of installation of the Art Work until the time of removal of the Art Work from the City's property, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
b) The Artist shall inspect the existing substrate and construction of the concrete slab to which the Art Work is to be attached and notify the City of any issues.
c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
d) The Artist shall loan the Art Work to the City for a seven (7) month time period beginning on April 15, 2020, and ending on November 15, 2020.
e) If the City or another buyer desires to purchase said Art Work to add to the City's permanent Public Art collection, or the private collection of the individual, the purchase price shall not be greater than the price indicated on the Artist Application for said Art Work.
f) If said Art Work is sold to a private collector, 15% of the total purchase price received will be donated by the Artist to the City.
g) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the Art on the Campus exhibit.This creation process may include but is not limited to the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Delivery and Installation

a) The Artist shall notify the City when the Artist is ready to deliver and install the Art Work at the Site designated by the City.

b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist's intended time of delivery to determine the exact schedule of delivery and installation.

c) The Artist shall deliver and install the completed Art Work at the Site after April 1, 2020 and no later than April 15, 2020, and shall remove the Art Work from said Site after November 15, 2020 and no later than November 30, 2020.

d) The City shall be responsible for preparing the Site to allow the Artist to prepare for the timely installation of the Art Work.

e) The Artist shall be responsible for all expenses, labor, and equipment necessary for the installation and removal of the Art Work.

f) If the Art Work will be affixed to the City-provided pads, then the Artist shall affix the Art Work to the City-provided pads using tamper-resistant locking bolts.

1.3 Risk of Loss

a) The risk of loss or damage to the Art Work shall be borne by the Artist until final installation is complete. After the complete installation of the Art Work, the risk of loss or damage to the Art Work shall be borne by the City during the loan period provided for in this Agreement, subject to the limitation on damages contained in Section 5.2 herein.

1.4 Indemnity

a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, theft, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or delivery of the Art Work.

b) Upon installation of the Art Work, the City shall, subject to the limitation on damages contained in Section 5.2 herein, indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.

b) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

a) The City shall pay the Artist a stipend of $2,000 which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at a location specified by the City. The Artist shall provide the City with an invoice for the stipend amount after final installation has occurred.

b) If the City decides to purchase the Art Work following the stated loan period, the stipend outlined in Section 2.1(a) will serve as a $2,000 credit towards the final purchase price.

2.2 Artist's Expenses

a) The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of transporting the Art Work to the Site, and the costs

of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice shall be on stationary and must be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation and removal of the Art Work as proposed by the Artist and approved by the City pursuant Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Installation Delays

a) If, when the Artist is ready for installation of the Art Work, the Artist is delayed from installing the Art Work within the time specified in the schedule as a result of the construction of the Site not being sufficiently complete to reasonably permit installation of the Art Work, the City shall provide storage, or reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is sufficiently complete to permit installation of the Art Work.

3.3 Early Completion of Artist Services

a) The Artist shall bear any transportation and storage costs resulting from the completion of the Artist's services prior to the time provided in the schedule for installation.

3.4 Time Extensions

a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such condition.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

a) The Artist represents and warrants that:
   1) The Art Work is solely the result of the artistic effort of the Artist;
   2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
   3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
   4) The Art Work is free and clear of any liens from any source whatever.

4.2 Warranties of Quality and Condition

a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
   1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
   2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work; and

b) In the event that the City purchases the Art Work, the warranties described in this Section 4.2 shall survive for a period of five (5) years after the final acceptance of the Art Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or re-fabrication of the Art Work).

ARTICLE 5: INSURANCE

5.1 Artist Insurance

a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

b) The Artist shall provide proof of insurance for the retail value of the artwork stated on the Artist Application to the City upon installation of the art exhibit.

5.2 City/Art Exhibit Insurance

a) Through the duration of the period that the Art Work is loaned to the City for the art exhibit, as identified in Section 1.1(d), the City will provide a maximum of $8,000.00 in property loss and liability insurance coverage for the Art Work. The Artist acknowledges and agrees that the maximum amount that shall be paid to the Artist in damages related to any aspect of this Agreement shall be the price for the Art Work indicated on the Artist Application, or the $8,000.00 insurance limit, whichever amount is lower.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

a) The City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist.

7.4 Record

a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches,

photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Works. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

a) All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

Allison Ullestad, Recreation Coordinator
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

2) if to the Artist, to:

Steven Maeck
2373 361st Street
Decorah, IA 52101

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. 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 thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party,

other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

This agreement is executed on day and year first written above.

ARTIST

Steven Maeck

CITY

_____

Sally Ortgies, Director of Parks and Recreation Department
City of West Des Moines

Exhibit A

BIRTH OF VENUS
2015
Steel
Purchase Value: $15,500

CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2020 Art on the Campus – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made this 9th day of December, 2019 by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (hereinafter referred to as the "City") and Daniel Perry whose principal address is 1122 Ridgemont Road, Waterloo, IA 50701 (hereinafter referred to as the "Artist").

WITNESSETH:

WHEREAS, the City desires to hold a summer art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (the "Art Work"), which has been conceived and designed by Artist, to be installed on the City's property at the City/School Campus (hereinafter referred to as the "Site"), West Des Moines, Iowa; and

WHEREAS, the Artist desires to loan the Art Work to the City for a time period specified in this Agreement, and upon installation by Artist and Artist's Team, City desires to provide insurance coverage for the Art Work, from the time of installation of the Art Work until the time of removal of the Art Work from the City's property, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
b) The Artist shall inspect the existing substrate and construction of the concrete slab to which the Art Work is to be attached and notify the City of any issues.
c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
d) The Artist shall loan the Art Work to the City for a seven (7) month time period beginning on April 15, 2020, and ending on November 15, 2020.
e) If the City or another buyer desires to purchase said Art Work to add to the City's permanent Public Art collection, or the private collection of the individual, the purchase price shall not be greater than the price indicated on the Artist Application for said Art Work.
f) If said Art Work is sold to a private collector, 15% of the total purchase price received will be donated by the Artist to the City.
g) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the Art on the Campus exhibit.This creation process may include but is not limited to the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Delivery and Installation

a) The Artist shall notify the City when the Artist is ready to deliver and install the Art Work at the Site designated by the City.

b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist's intended time of delivery to determine the exact schedule of delivery and installation.

c) The Artist shall deliver and install the completed Art Work at the Site after April 1, 2020 and no later than April 15, 2020, and shall remove the Art Work from said Site after November 15, 2020 and no later than November 30, 2020.

d) The City shall be responsible for preparing the Site to allow the Artist to prepare for the timely installation of the Art Work.

e) The Artist shall be responsible for all expenses, labor, and equipment necessary for the installation and removal of the Art Work.

f) If the Art Work will be affixed to the City-provided pads, then the Artist shall affix the Art Work to the City-provided pads using tamper-resistant locking bolts.

1.3 Risk of Loss

a) The risk of loss or damage to the Art Work shall be borne by the Artist until final installation is complete. After the complete installation of the Art Work, the risk of loss or damage to the Art Work shall be borne by the City during the loan period provided for in this Agreement, subject to the limitation on damages contained in Section 5.2 herein.

1.4 Indemnity

a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, theft, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or delivery of the Art Work.

b) Upon installation of the Art Work, the City shall, subject to the limitation on damages contained in Section 5.2 herein, indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.

b) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

a) The City shall pay the Artist a stipend of $2,000 which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at a location specified by the City. The Artist shall provide the City with an invoice for the stipend amount after final installation has occurred.

b) If the City decides to purchase the Art Work following the stated loan period, the stipend outlined in Section 2.1(a) will serve as a $2,000 credit towards the final purchase price.

2.2 Artist's Expenses

a) The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of transporting the Art Work to the Site, and the costs

of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice shall be on stationary and must be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation and removal of the Art Work as proposed by the Artist and approved by the City pursuant Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Installation Delays

a) If, when the Artist is ready for installation of the Art Work, the Artist is delayed from installing the Art Work within the time specified in the schedule as a result of the construction of the Site not being sufficiently complete to reasonably permit installation of the Art Work, the City shall provide storage, or reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is sufficiently complete to permit installation of the Art Work.

3.3 Early Completion of Artist Services

a) The Artist shall bear any transportation and storage costs resulting from the completion of the Artist's services prior to the time provided in the schedule for installation.

3.4 Time Extensions

a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such condition.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

a) The Artist represents and warrants that:
   1) The Art Work is solely the result of the artistic effort of the Artist;
   2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
   3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
   4) The Art Work is free and clear of any liens from any source whatever.

4.2 Warranties of Quality and Condition

a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
   1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
   2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work; and

b) In the event that the City purchases the Art Work, the warranties described in this Section 4.2 shall survive for a period of five (5) years after the final acceptance of the Art Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or re-fabrication of the Art Work).

ARTICLE 5: INSURANCE

5.1 Artist Insurance

a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

b) The Artist shall provide proof of insurance for the retail value of the artwork stated on the Artist Application to the City upon installation of the art exhibit.

5.2 City/Art Exhibit Insurance

a) Through the duration of the period that the Art Work is loaned to the City for the art exhibit, as identified in Section 1.1(d), the City will provide a maximum of $8,000.00 in property loss and liability insurance coverage for the Art Work. The Artist acknowledges and agrees that the maximum amount that shall be paid to the Artist in damages related to any aspect of this Agreement shall be the price for the Art Work indicated on the Artist Application, or the $8,000.00 insurance limit, whichever amount is lower.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

a) The City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist.

7.4 Record

a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches,

photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Works. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

a) All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

Allison Ullestad, Recreation Coordinator
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

2) if to the Artist, to:

Dan Perry
1122 Ridgemont Road
Waterloo, IA 50701

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. 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 thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party,

other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

This agreement is executed on day and year first written above.

ARTIST

Dan Perry

Dan Perry

CITY

_____

Sally Ortgies, Director of Parks and Recreation Department
City of West Des Moines

Exhibit A

ARCHITRAVE
2017
Stainless Steel and Aluminum
Purchase Value: $12,000

Architrave is a part of the series of artworks exploring historical architectural elements and details. I extrapolate fragments of buildings and recreate them sculpturally in metal. The sculptures are a combination of the abstract and the recognizable, presenting a different viewing experience for the public each time they see it.

CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2020 Art on the Campus – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made this 21st day of November, 2019 by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (hereinafter referred to as the "City") and Albert Rhea whose principal address is 811 North Beadle Street, Papillion, NE, 68046 (hereinafter referred to as the "Artist").

WITNESSETH:

WHEREAS, the City desires to hold a summer art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (the "Art Work"), which has been conceived and designed by Artist, to be installed on the City's property at the City/School Campus (hereinafter referred to as the "Site"), West Des Moines, Iowa; and

WHEREAS, the Artist desires to loan the Art Work to the City for a time period specified in this Agreement, and upon installation by Artist and Artist's Team, City desires to provide insurance coverage for the Art Work, from the time of installation of the Art Work until the time of removal of the Art Work from the City's property, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
b) The Artist shall inspect the existing substrate and construction of the concrete slab to which the Art Work is to be attached and notify the City of any issues.
c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
d) The Artist shall loan the Art Work to the City for a seven (7) month time period beginning on April 15, 2020, and ending on November 15, 2020.
e) If the City or another buyer desires to purchase said Art Work to add to the City's permanent Public Art collection, or the private collection of the individual, the purchase price shall not be greater than the price indicated on the Artist Application for said Art Work.
f) If said Art Work is sold to a private collector, 15% of the total purchase price received will be donated by the Artist to the City.
g) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the Art on the Campus exhibit.This creation process may include but is not limited to the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Delivery and Installation

a) The Artist shall notify the City when the Artist is ready to deliver and install the Art Work at the Site designated by the City.

b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist's intended time of delivery to determine the exact schedule of delivery and installation.

c) The Artist shall deliver and install the completed Art Work at the Site after April 1, 2020 and no later than April 15, 2020, and shall remove the Art Work from said Site after November 15, 2020 and no later than November 30, 2020.

d) The City shall be responsible for preparing the Site to allow the Artist to prepare for the timely installation of the Art Work.

e) The Artist shall be responsible for all expenses, labor, and equipment necessary for the installation and removal of the Art Work.

f) If the Art Work will be affixed to the City-provided pads, then the Artist shall affix the Art Work to the City-provided pads using tamper-resistant locking bolts.

1.3 Risk of Loss

a) The risk of loss or damage to the Art Work shall be borne by the Artist until final installation is complete. After the complete installation of the Art Work, the risk of loss or damage to the Art Work shall be borne by the City during the loan period provided for in this Agreement, subject to the limitation on damages contained in Section 5.2 herein.

1.4 Indemnity

a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, theft, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or delivery of the Art Work.

b) Upon installation of the Art Work, the City shall, subject to the limitation on damages contained in Section 5.2 herein, indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.

b) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

a) The City shall pay the Artist a stipend of $2,000 which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at a location specified by the City. The Artist shall provide the City with an invoice for the stipend amount after final installation has occurred.

b) If the City decides to purchase the Art Work following the stated loan period, the stipend outlined in Section 2.1(a) will serve as a $2,000 credit towards the final purchase price.

2.2 Artist's Expenses

a) The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of transporting the Art Work to the Site, and the costs

of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice shall be on stationary and must be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation and removal of the Art Work as proposed by the Artist and approved by the City pursuant Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Installation Delays

a) If, when the Artist is ready for installation of the Art Work, the Artist is delayed from installing the Art Work within the time specified in the schedule as a result of the construction of the Site not being sufficiently complete to reasonably permit installation of the Art Work, the City shall provide storage, or reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is sufficiently complete to permit installation of the Art Work.

3.3 Early Completion of Artist Services

a) The Artist shall bear any transportation and storage costs resulting from the completion of the Artist's services prior to the time provided in the schedule for installation.

3.4 Time Extensions

a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such condition.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

a) The Artist represents and warrants that:
   1) The Art Work is solely the result of the artistic effort of the Artist;
   2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
   3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
   4) The Art Work is free and clear of any liens from any source whatever.

4.2 Warranties of Quality and Condition

a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
   1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
   2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work; and

b) In the event that the City purchases the Art Work, the warranties described in this Section 4.2 shall survive for a period of five (5) years after the final acceptance of the Art Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or re-fabrication of the Art Work).

ARTICLE 5: INSURANCE

5.1 Artist Insurance

a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

b) The Artist shall provide proof of insurance for the retail value of the artwork stated on the Artist Application to the City upon installation of the art exhibit.

5.2 City/Art Exhibit Insurance

a) Through the duration of the period that the Art Work is loaned to the City for the art exhibit, as identified in Section 1.1(d), the City will provide a maximum of $8,000.00 in property loss and liability insurance coverage for the Art Work. The Artist acknowledges and agrees that the maximum amount that shall be paid to the Artist in damages related to any aspect of this Agreement shall be the price for the Art Work indicated on the Artist Application, or the $8,000.00 insurance limit, whichever amount is lower.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

a) The City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist.

7.4 Record

a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches,

photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Works. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

a) All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

Allison Ullestad, Recreation Coordinator
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

2) if to the Artist, to:

Albert Rhea
811 North Beadle Street
Papillion, NE 68046

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. 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 thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party,

other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

This agreement is executed on day and year first written above.

ARTIST

Albert Rhea

CITY

Sally Ortgies, Director of Parks and Recreation Department
City of West Des Moines

Exhibit A

PARENT AND CHILD
2017
Stainless Steel
Purchase Value: $9,500

The Parent and Child sculpture is part of a series of six outdoor works. In the last three years, I have produced three large scale works for public display. As a grandparent and nanny to a five year old, the parent and child theme has special meaning. The emotions of wanting, needing, and loving are expressed in these sculptures. This sculpture creates a timeless homage to this special bond. This work makes a powerful statement about the unconditional love a mother and her child share. I hope this sculpture of a mother with her child depicts the intimate connection they share.

CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2020 Art on the Campus – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made this 27 day of NOVEMBER, 2019, by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (hereinafter referred to as the "City") and V. Skip Willits whose principal address is 820 3rd Street, Camanche, IA, 52730 (hereinafter referred to as the "Artist").

WITNESSETH:

WHEREAS, the City desires to hold a summer art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (the "Art Work"), which has been conceived and designed by Artist, to be installed on the City's property at the City/School Campus (hereinafter referred to as the "Site"), West Des Moines, Iowa; and

WHEREAS, the Artist desires to loan the Art Work to the City for a time period specified in this Agreement, and upon installation by Artist and Artist's Team, City desires to provide insurance coverage for the Art Work, from the time of installation of the Art Work until the time of removal of the Art Work from the City's property, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
b) The Artist shall inspect the existing substrate and construction of the concrete slab to which the Art Work is to be attached and notify the City of any issues.
c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
d) The Artist shall loan the Art Work to the City for a seven (7) month time period beginning on April 15, 2020, and ending on November 15, 2020.
e) If the City or another buyer desires to purchase said Art Work to add to the City's permanent Public Art collection, or the private collection of the individual, the purchase price shall not be greater than the price indicated on the Artist Application for said Art Work.
f) If said Art Work is sold to a private collector, 15% of the total purchase price received will be donated by the Artist to the City.
g) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the Art on the Campus exhibit.This creation process may include but is not limited to the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Delivery and Installation

a) The Artist shall notify the City when the Artist is ready to deliver and install the Art Work at the Site designated by the City.

b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist's intended time of delivery to determine the exact schedule of delivery and installation.

c) The Artist shall deliver and install the completed Art Work at the Site after April 1, 2020 and no later than April 15, 2020, and shall remove the Art Work from said Site after November 15, 2020 and no later than November 30, 2020.

d) The City shall be responsible for preparing the Site to allow the Artist to prepare for the timely installation of the Art Work.

e) The Artist shall be responsible for all expenses, labor, and equipment necessary for the installation and removal of the Art Work.

f) If the Art Work will be affixed to the City-provided pads, then the Artist shall affix the Art Work to the City-provided pads using tamper-resistant locking bolts.

1.3 Risk of Loss

a) The risk of loss or damage to the Art Work shall be borne by the Artist until final installation is complete. After the complete installation of the Art Work, the risk of loss or damage to the Art Work shall be borne by the City during the loan period provided for in this Agreement, subject to the limitation on damages contained in Section 5.2 herein.

1.4 Indemnity

a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, theft, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or delivery of the Art Work.

b) Upon installation of the Art Work, the City shall, subject to the limitation on damages contained in Section 5.2 herein, indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.

b) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

a) The City shall pay the Artist a stipend of $2,000 which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at a location specified by the City. The Artist shall provide the City with an invoice for the stipend amount after final installation has occurred.

b) If the City decides to purchase the Art Work following the stated loan period, the stipend outlined in Section 2.1(a) will serve as a $2,000 credit towards the final purchase price.

2.2 Artist's Expenses

a) The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of transporting the Art Work to the Site, and the costs

of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice shall be on stationary and must be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation and removal of the Art Work as proposed by the Artist and approved by the City pursuant Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Installation Delays

a) If, when the Artist is ready for installation of the Art Work, the Artist is delayed from installing the Art Work within the time specified in the schedule as a result of the construction of the Site not being sufficiently complete to reasonably permit installation of the Art Work, the City shall provide storage, or reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is sufficiently complete to permit installation of the Art Work.

3.3 Early Completion of Artist Services

a) The Artist shall bear any transportation and storage costs resulting from the completion of the Artist's services prior to the time provided in the schedule for installation.

3.4 Time Extensions

a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such condition.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

a) The Artist represents and warrants that:
   1) The Art Work is solely the result of the artistic effort of the Artist;
   2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
   3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
   4) The Art Work is free and clear of any liens from any source whatever.

4.2 Warranties of Quality and Condition

a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
   1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
   2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work; and

b) In the event that the City purchases the Art Work, the warranties described in this Section 4.2 shall survive for a period of five (5) years after the final acceptance of the Art Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or re-fabrication of the Art Work).

ARTICLE 5: INSURANCE

5.1 Artist Insurance

a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

b) The Artist shall provide proof of insurance for the retail value of the artwork stated on the Artist Application to the City upon installation of the art exhibit.

5.2 City/Art Exhibit Insurance

a) Through the duration of the period that the Art Work is loaned to the City for the art exhibit, as identified in Section 1.1(d), the City will provide a maximum of $8,000.00 in property loss and liability insurance coverage for the Art Work. The Artist acknowledges and agrees that the maximum amount that shall be paid to the Artist in damages related to any aspect of this Agreement shall be the price for the Art Work indicated on the Artist Application, or the $8,000.00 insurance limit, whichever amount is lower.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

a) The City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist.

7.4 Record

a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches,

photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Works. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

a) All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

Allison Ullestad, Recreation Coordinator
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

2) if to the Artist, to:

V. Skip Willits
820 3rd Street
Camanche, IA 52730

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. 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 thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party,

other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

This agreement is executed on day and year first written above.

ARTIST

V. Skip Willits

CITY

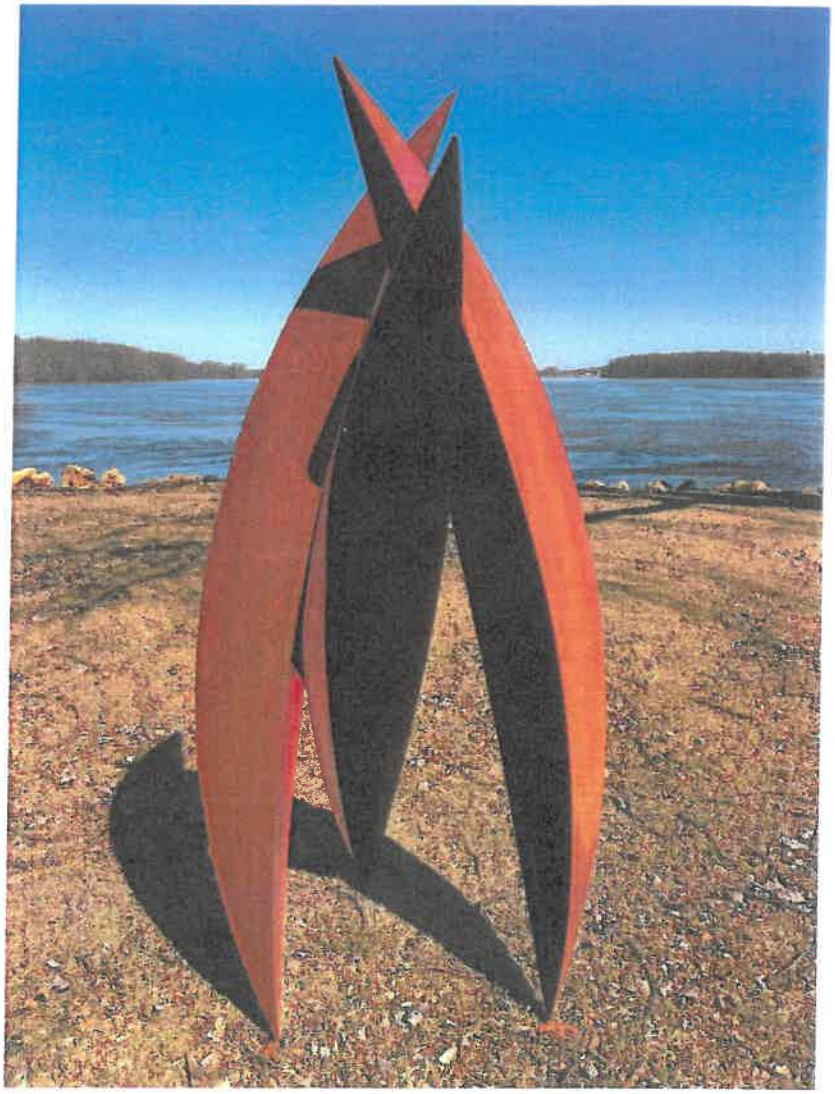
_____

Sally Ortgies, Director of Parks and Recreation Department
City of West Des Moines

Exhibit A

THREE PODS
2019
Steel
Purchase Value: $8,000

12 gauge sheet steel welded together to form 3 pods each with two sides.



CITY OF WEST DES MOINES PUBLIC ART PROGRAM
2020 Art on the Campus – Art Exhibition
AGREEMENT BY AND BETWEEN CITY AND ARTIST

This Agreement, made this 28 day of January, 20, by and between the City of West Des Moines, a municipal corporation organized and existing under the laws of the State of Iowa, (hereinafter referred to as the "City") and David Zahn whose principal address is 2504 31st. Avenue Ct., Moline, IL 61265(hereinafter referred to as the "Artist").

WITNESSETH:

WHEREAS, the City desires to hold a summer art exhibit which will include a certain work of art described in Exhibit A attached hereto and incorporated herein by this reference (the "Art Work"), which has been conceived and designed by Artist, to be installed on the City's property at the City/School Campus (hereinafter referred to as the "Site"), West Des Moines, Iowa; and

WHEREAS, the Artist desires to loan the Art Work to the City for a time period specified in this Agreement, and upon installation by Artist and Artist's Team, City desires to provide insurance coverage for the Art Work, from the time of installation of the Art Work until the time of removal of the Art Work from the City's property, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 General

a) The Artist shall perform all services and furnish all supplies, materials, and equipment as deemed necessary for the completion, transportation, and installation of the Art Work at the Site.
b) The Artist shall inspect the existing substrate and construction of the concrete slab to which the Art Work is to be attached and notify the City of any issues.
c) The Artist shall meet with the City as deemed necessary to coordinate the installation and removal of the Art Work.
d) The Artist shall loan the Art Work to the City for a seven (7) month time period beginning on April 15, 2020, and ending on November 15, 2020.
e) If the City or another buyer desires to purchase said Art Work to add to the City's permanent Public Art collection, or the private collection of the individual, the purchase price shall not be greater than the price indicated on the Artist Application for said Art Work.
f) If said Art Work is sold to a private collector, 15% of the total purchase price received will be donated by the Artist to the City.
g) The Artist shall agree to fully participate in the creation process of a mobile audio guide which the City will use to further enhance and promote the Art on the Campus exhibit. This creation process may include but is not limited to the following: Artist spoken interview, providing photographs of Art Work, and disclosing Artist contact information.

1.2 Delivery and Installation

a) The Artist shall notify the City when the Artist is ready to deliver and install the Art Work at the Site designated by the City.

b) The Artist agrees to notify the City no fewer than seven (7) days prior to the Artist's intended time of delivery to determine the exact schedule of delivery and installation.

c) The Artist shall deliver and install the completed Art Work at the Site after April 1, 2020 and no later than April 15, 2020, and shall remove the Art Work from said Site after November 15, 2020 and no later than November 30, 2020.

d) The City shall be responsible for preparing the Site to allow the Artist to prepare for the timely installation of the Art Work.

e) The Artist shall be responsible for all expenses, labor, and equipment necessary for the installation and removal of the Art Work.

f) If the Art Work will be affixed to the City-provided pads, then the Artist shall affix the Art Work to the City-provided pads using tamper-resistant locking bolts.

1.3 Risk of Loss

a) The risk of loss or damage to the Art Work shall be borne by the Artist until final installation is complete. After the complete installation of the Art Work, the risk of loss or damage to the Art Work shall be borne by the City during the loan period provided for in this Agreement, subject to the limitation on damages contained in Section 5.2 herein.

1.4 Indemnity

a) The Artist agrees to indemnify and hold harmless the City from any liabilities, willful or non-willful acts of negligence by the Artist or the Artist's agents, or any or all elements of loss, theft, mutilation, vandalism or other damage (including those caused by acts of God) that may befall the Art Work during any activities related to the planning, creation, or delivery of the Art Work.

b) Upon installation of the Art Work, the City shall, subject to the limitation on damages contained in Section 5.2 herein, indemnify and hold harmless the Artist from claims or liabilities relating to the maintenance of the Site at which the Art Work is installed, which claims or liabilities arise from and after the date of installation of the Art Work.

b) The Artist shall indemnify and hold the City harmless from any and all costs, claims, liabilities or damages in any manner related to the Artist's breach of the representations and warranties set forth in Article 4 of this Agreement.

ARTICLE 2: COMPENSATION AND PAYMENT SCHEDULE

2.1 Fixed Fee

a) The City shall pay the Artist a stipend of $2,000 which shall constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by the Artist under this Agreement. The fee shall be paid in full within thirty (30) days after final installation of the Art Work at a location specified by the City. The Artist shall provide the City with an invoice for the stipend amount after final installation has occurred.

b) If the City decides to purchase the Art Work following the stated loan period, the stipend outlined in Section 2.1(a) will serve as a $2,000 credit towards the final purchase price.

2.2 Artist's Expenses

a) The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of transporting the Art Work to the Site, and the costs

of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Invoices

a) The Artist shall submit an invoice to the City for payment as described in section 2.1. The invoice shall be on stationary and must be signed and dated by the Artist.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Duration

a) The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for installation and removal of the Art Work as proposed by the Artist and approved by the City pursuant Section 1.2(c), provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 Installation Delays

a) If, when the Artist is ready for installation of the Art Work, the Artist is delayed from installing the Art Work within the time specified in the schedule as a result of the construction of the Site not being sufficiently complete to reasonably permit installation of the Art Work, the City shall provide storage, or reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which the Site is sufficiently complete to permit installation of the Art Work.

3.3 Early Completion of Artist Services

a) The Artist shall bear any transportation and storage costs resulting from the completion of the Artist's services prior to the time provided in the schedule for installation.

3.4 Time Extensions

a) The City shall grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the Artist in performing its obligations under this Agreement, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Likewise, the Artist shall grant a reasonable extension of time to the City in the event that there is a delay on the part of the City in performing its obligations under this Agreement, or if conditions beyond the City's control or Acts of God render timely performance of the City's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such condition.

ARTICLE 4: WARRANTIES

4.1 Warranties of Title

a) The Artist represents and warrants that:
   1) The Art Work is solely the result of the artistic effort of the Artist;
   2) Except as otherwise disclosed in writing to the City, the Art Work is unique and original and does not infringe upon any copyright;
   3) The Art Work, or a duplicate thereof, has not been accepted for sale elsewhere;
   4) The Art Work is free and clear of any liens from any source whatever.

4.2 Warranties of Quality and Condition

a) The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with the submission of the Application and pursuant to Article 1, that:
   1) The execution and fabrication of the Art Work will be performed in a workmanlike manner;
   2) The Art Work, as fabricated and installed, will be free of defects in material and workmanship, including any inherent defects or qualities which cause or accelerate deterioration of the Art Work; and

b) In the event that the City purchases the Art Work, the warranties described in this Section 4.2 shall survive for a period of five (5) years after the final acceptance of the Art Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or re-fabrication of the Art Work).

ARTICLE 5: INSURANCE

5.1 Artist Insurance

a) The Artist and all employees of the Artist shall maintain insurance to protect the Artist from claims under workers' compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the Artist's employees or of any person other than the Artist's employees; and from claims for damages because of injury to or destruction of tangible property; including loss of use resulting there from; and from claims arising out of their performance of professional services caused by errors, omissions, or negligent acts for which the Artist is legally liable.

b) The Artist shall provide proof of insurance for the retail value of the artwork stated on the Artist Application to the City upon installation of the art exhibit.

5.2 City/Art Exhibit Insurance

a) Through the duration of the period that the Art Work is loaned to the City for the art exhibit, as identified in Section 1.1(d), the City will provide a maximum of $8,000.00 in property loss and liability insurance coverage for the Art Work. The Artist acknowledges and agrees that the maximum amount that shall be paid to the Artist in damages related to any aspect of this Agreement shall be the price for the Art Work indicated on the Artist Application, or the $8,000.00 insurance limit, whichever amount is lower.

ARTICLE 6: REPRODUCTION RIGHTS

6.1 General

a) The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C., 101 et. seq., and all other rights in and to the Art Work including ownership and possession. The Artist grants to the City the right to photograph and reproduce images of the Art Work for promotional and educational purposes.

6.2 Notice

a) All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: © [Artist's Name], year of publication.

ARTICLE 7: ARTIST'S RIGHTS

7.1 Identification

a) The City shall, at its expense, prepare and install at the Site a plaque identifying the Artist, the title of the Art Work, the year of completion, and the City of West Des Moines Public Art Program; and shall reasonably maintain such notice to the extent as may be practicable.

7.2 Maintenance

a) The City recognizes that maintenance of the Art Work on a regular basis is essential to the integrity of the Art Work. The Artist shall submit reasonable maintenance recommendations to the City, and the City shall take such action to reasonably assure that the Art Work is properly maintained and protected, taking into account the Artist's recommendations.

7.3 Alteration of the Work

a) The City agrees that it will not intentionally damage, alter, modify, or change the Art Work without the prior written approval of the Artist.

7.4 Record

a) The City shall maintain a record of this Agreement and the location and disposition of the Art Work.

ARTICLE 8: ARTIST AS INDEPENDENT CONTRACTOR

a) The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City, nor shall the Artist exercise supervision over any employee or official of the City.

ARTICLE 9: ASSIGNMENTS, TRANSFER, SUBCONTRACTING

9.1 Transfer of Agreement

a) Neither this Agreement nor any interest herein shall be transferred by the Artist.

9.2 Subcontracting by Artist

a) The Artist may subcontract portions of the services to be provided hereunder relating to the installation of the Art Work at the Artist's expense provided that said subcontracting shall not negatively affect the design, appearance, or visual quality of the Art Work and shall be carried out under the personal supervision of the Artist. The Artist must obtain approval from the City prior to hiring any subcontractor who will assist with the installation process. This approval may be achieved via electronic correspondence.

ARTICLE 10: TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements, or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate. In the event of default by the City, the City shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches,

photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall at the City's option become its property, provided that no right to fabricate or execute the Art Work shall pass to the City and the City shall compensate the Artist pursuant to Article 2 for all services performed by the Artist prior to termination; or the Artist shall refund all amounts paid by the City in exchange for all finished and unfinished related Art Works. Notwithstanding the previous sentence, the Artist shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Artist, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the City from the Artist is determined.

ARTICLE 11: COMPLIANCE

a) The Artist shall be required to comply with Federal, State, and City statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 12: NOTICES

a) All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

1) if to the City, to:

Allison Ullestad, Recreation Coordinator
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265

2) if to the Artist, to:

David Zahn
2504 31st Ave. Ct.
Moline, IL 61265

ARTICLE 13: MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. 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 thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party,

other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

This agreement is executed on day and year first written above.

ARTIST

David Zahn

David Zahn

CITY

_____

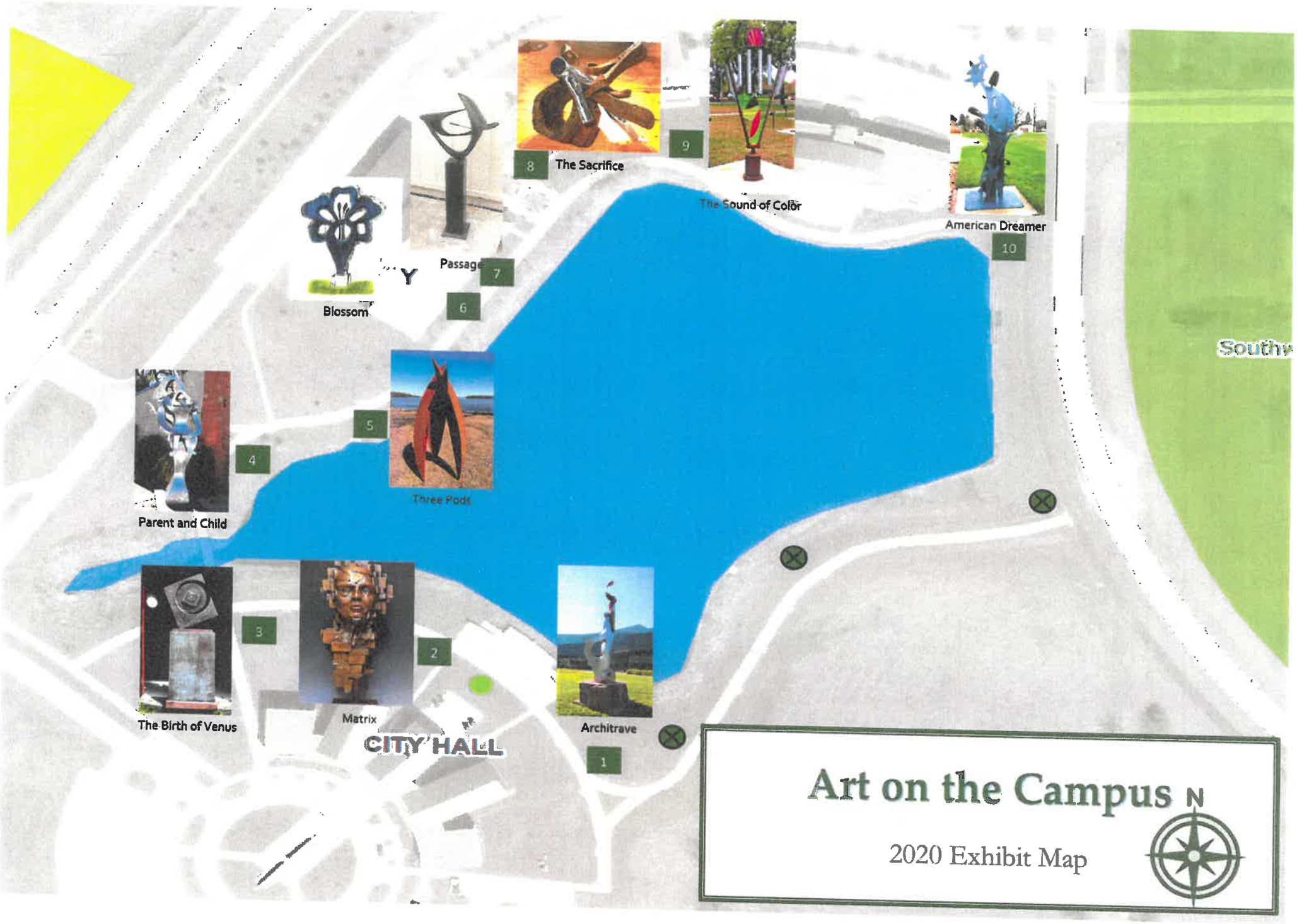
Sally Ortgies, Director of Parks and Recreation Department
City of West Des Moines

Exhibit A

MATRIX
2019
Bronze and Steel
Purchase Value: $9,950

The sculpture is of a larger than life size person's face. In the artwork the image fragments off into cube like forms. The sculpture is futuristic looking, and has a science fiction feel to it. It is meant to appear to be a relic from another place and time. This sculpture stirs the imagination. It would be a great activity to have students come up with their own story as to where an image like this may have come from.

In the images shown the base not pictured. I have pictures of works on square steel bases like the one I would be using here on my website. The large image of the face and neck is over 3' tall and would be displayed on a base about 36" tall.


Art on the Campus
2020 Exhibit Map
N
1
Architrave
2
Matrix
3
The Birth of Venus
4
Parent and Child
5
Three Pods
6
Blossom
7
Passage
8
The Sacrifice
9
The Sound of Color
10
American Dreamer
CITY HALL

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM: Motion – Approval of Professional Services Agreement Amendment – Raccoon River Park Lighting Project

FINANCIAL IMPACT: Expense of $29,900.00 to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of available funds in the FY 18-19 CIP from the Raccoon River Park Lighting Upgrade (Project No. 0525 004.0510 033 2018).

BACKGROUND: The original lighting in Raccoon River Park is now over 20 years old. Under a previous agreement, KCL Engineering of West Des Moines provided an assessment of the existing exterior lighting throughout the park and provided recommendations for upgrades to more efficient and functional LED sources and upgrading the control system.

The Council previously approved the agreement with KCL Engineering on February 19, 2019 in the amount of $6,550. Council is now asked to approve an amendment to the existing agreement with KCL for professional services related to preparation of construction and bidding documents, as well as providing resident consultant services during the construction process. The amendment to the agreement with KCL is attached along with their scope of services, schedule and fees.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the agreement with KCL Engineering

Lead Staff Member: David Sadler, Superintendent of Parks

STAFF REVIEWS

Department Director	Sally Ortgies, Director of Parks & Recreation
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

AMENDMENT No. 1
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WDM Project # 0510-033-2018
Raccoon River Park Lighting Upgrade

This AMENDMENT made and entered into this 17th day of February, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and KCL Engineering, (Fed. I.D. #39-2068155), 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, hereby amends the original Agreement dated 19th February, 2019:

1. SCOPE OF SERVICES

   Services as described in the Agreement for the **Raccoon River Park Exterior Lighting Upgrade Assessment (Project No. 0510-033-2018)**, Attachment 1 Scope of Services are amended as follows:

   I. Basic Services of the Consultant – Add additional services as listed in revised Attachment 1.
   II. Resident Consultant Services – Add task to project scope. Full list of additional scope listed in revised Attachment 1.

2. SCHEDULE

   The schedule as described in the Agreement, Attachment 1 Project Schedule are amended as listed in revised Attachment 1.

3. COMPENSATION

   In consideration of the additional professional services provided, the City agrees to pay the Consultant the additional fee to increase the original fee, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in The Agreement, Attachment 1.

Task No.	Task Description	Original Fee	Additional Fee	Total Fee
I	Basic Scope of Services (Base Fee)	$ 6,550.00	$23,650.00	$30,200.00
II	Resident Consultant Services (Hourly Not-To-Exceed)	$ --- ---	$6,250.00	$6,250.00
	Total	$ 6,550.00	$29,900.00	$36,450.00

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

CONSULTANT

BY: MANAGING PRINCIPAL
Contact, Title

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

KCL
ENGINEERING

300 4th Street
West Des Moines, IA 50265
515.724.7938

February 10, 2020

Marco Alvarez, PLA, ASLA
City of West Des Moines
Parks and Recreation Department
4200 Mills Civic Pkwy | PO Box 65320
West Des Moines, IA 50265

SUBJECT: Raccoon River Park – Lighting Upgrade

Dear Marco,

CONSULTING ENGINEERS
Mechanical
Electrical
Plumbing
Lighting
Technology

We are pleased to respond to your request regarding a lighting upgrade for the subject park. The scope of this project includes upgrading site lighting to LED fixtures and add LED lighting to currently unlit portions of the park. Further scope includes the upgrade of controls for the site. The estimated construction cost for the project is $616,800. Our proposed scope of service includes the following:

Basic Scope of Services – Base Fee

1. Verify initial study reported findings including lighting level calculations confirming minimum required lighting levels are met.
2. Completing final design for construction
3. Preparation of plans and technical specifications for a public bidding.
4. Providing a final Engineer's Opinion of Probable Cost (OPC).
5. Providing bidding phase assistance including:
    a. Develop bid documents of plans and specifications.
    b. Respond to bidder questions and issue addenda(s) as necessary.
    c. Develop bid summary and bid tabulation.

Resident Consultant Services – Hourly Not-To-Exceed

1. Convene and preside over a preconstruction conference with City staff and the contractor.
2. Perform regular on-site reviews insuring project being completed per plan.
3. Provide city with regular updates on construction progress.
4. Assist with preparing change orders and written directives as needed.
5. Review and approve shop drawings and other required submittals by contractor.
6. Assist with construction close-out with following tasks:
    a. Conduct an on-site review of the project with city staff and contractor's representatives.
    b. Develop a punch list with construction issues to be corrected or resolved.
    c. Monitor completion of the punch list items by the contractor.
    d. Conduct a final project walk through with the City and the contractor to verify that all punch items have been completed to the satisfaction of the city.
    e. Prepare record drawings based on contractor's as-builts.

KCL
ENGINEERING

Services Not Included in Proposal

1. Energy Modeling or Life Cycle Cost Analysis.
2. Commissioning.
3. Services and/or consultation not specified and/or in excess of those indicated in the Scope of Design, Bidding, and Construction Services.
4. Revisions to previously approved drawings and documents.
5. Value engineering after bids are received.

Clients Responsibility

1. The Client shall make available to the Consultant full information on the Client's intent with regard to the project requirements.
2. The Client will keep the Consultant advised of any changes to the project requirements that may affect the Consultant's work.
3. The Client Will make available to the Consultant plans, layouts, drawings, reports, etc. of existing building and survey of properties.
4. The Client or Owner is responsible to facilitate distribution of construction documents and all expenses to reproduce documents.
5. The Client shall provide front-end specification documents.

Schedule

This design is anticipated to take 6-8 weeks to complete after the date this proposal of service has been sign and agreed to.

Compensation

We propose to perform the defined basic scope services above for a fixed fee of $23,650. We propose to perform the defined resident consultant service for an hourly rate Not-To-Exceed $6,250. Standard hourly rates are attached. This proposal is subject to adjustment if there is a material change in the scope of the work.

Thank you for the invitation to submit this proposal. We look forward to the opportunity of serving you. If this proposal is acceptable, please sign at the space indicated below and return one copy to this office for our files. If there are any questions, please contact me.

Sincerely,
KCL Engineering, LLC

Lucas Wardenburg
Electrical Designer

The undersigned, having read the foregoing letter of agreement between the City of West Des Moines and KCL Engineering LLC, agrees to the conditions set therein.

_____ _____

Authorized Signature Date
City of West Des Moines

KCL
ENGINEERING

Terms and Conditions:

Services provided by KCL (hereinafter referred to as "the Engineer") under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Neither the Engineer or Construction Manager, the Engineer or Construction Manager consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner or Client in excess of the compensation (or a specific amount that is less than the current policy amount) paid pursuant to this Agreement by reason of any act or omission including breach of contract or negligence not amounting to a willful or intentional wrong.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected to their reuse of the construction documents on any other project or site without the involvement of the consultant in the construction phase services normally provided on such projects, excepting only those damages, liabilities or costs attributable to the sole negligence of willful misconduct by the Engineer.

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Engineer without obtaining the Engineer's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Engineer and to release the Engineer from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractor of any tier from making any changes or modifications to the Engineer's construction documents without the prior written approval of the Engineer and that further requires the Contractor to indemnify both the Engineer and Client from any liability or cost arising from such changes made without such proper authorization.

It is agreed that the Engineer's liability for this project for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, expenses from any cause, including Client, Contractors, and Attorney fees, is limited to $1,000,000.

KCL
ENGINEERING

300 4th Street
West Des Moines, IA 50265
515.724.7938

KCL Engineering, LLC
Hourly Rates for Engineering Services
2020

CONSULTING ENGINEERS

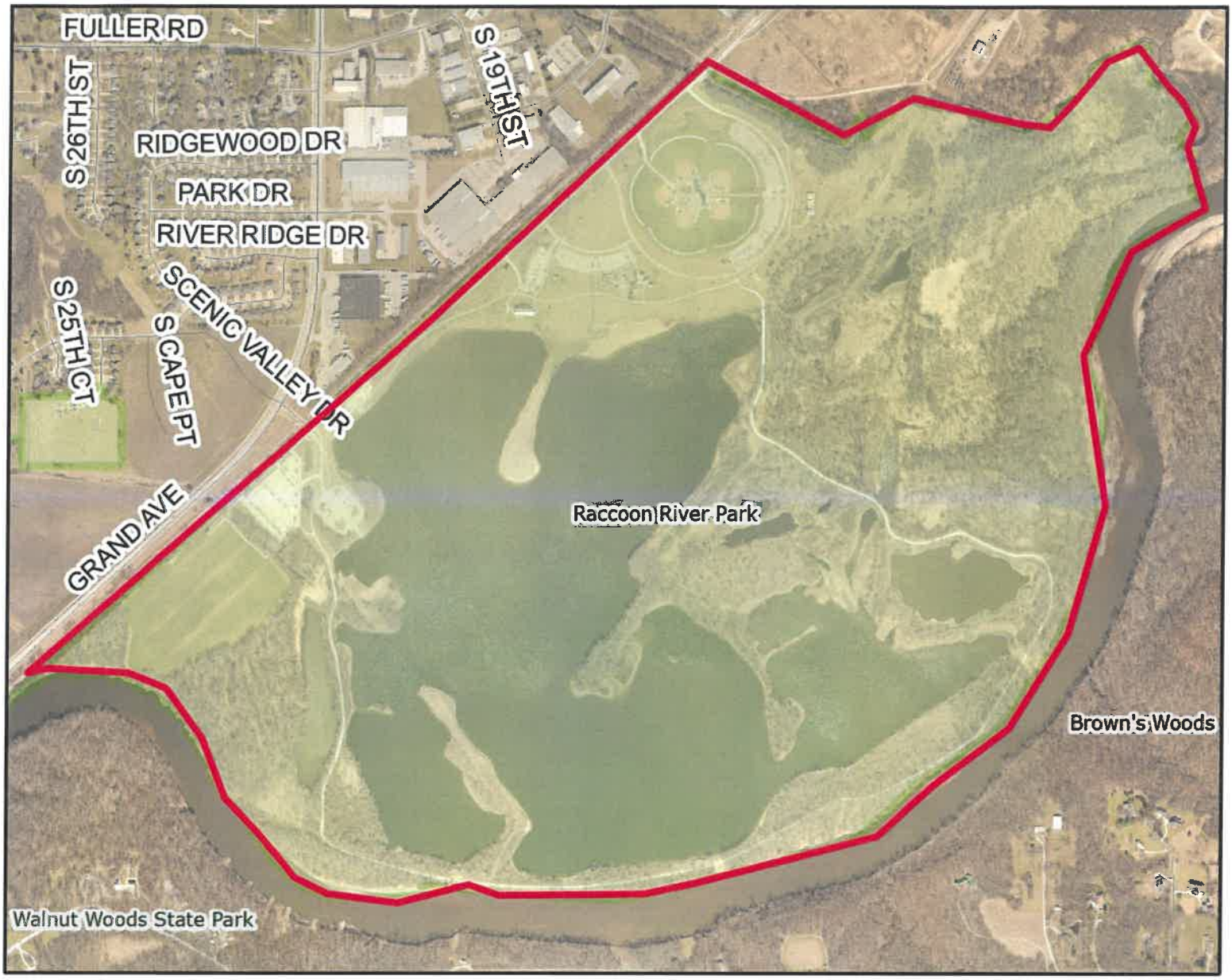
Mechanical
Electrical
Plumbing
Lighting
Technology

CLASSIFICATION	RATE
Principal	$185.00
Associate Principal	$175.00
Senior Engineer/Designer	$160.00
Engineer/Designer	$135.00
Administrative	$ 80.00

These rates are subject to revision in January of each year.

All amounts due KCL Engineering, LLC shall be payable upon presentation of an invoice which shall be rendered from time to time but not more frequently than monthly. Invoiced amounts for professional time shall be billed at the hourly rates cited above for the time incurred on the project. Reimbursable expenses shall be included on invoices as the expenses are incurred. Any franchises, sales, service, use and/or value-added taxes levied by any governmental authority which would be deemed applicable by KCL Engineering, LLC will be invoiced in addition to any stated fee and/or reimbursable limits.

KCL Engineering, LLC reserves the right to suspend work or terminate this Agreement and charge 1.5% interest per month on invoiced amounts when invoices are thirty (30) days past due. All attorney fees, court costs, accrued interest and other interest and other collection costs incurred during collection procedures for delinquent accounts shall be paid to KCL Engineering, LLC.



VICINITY MAP

LEGEND

Project Area

N

0 800 1,600 Feet

THE CITY OF WEST DES MOINES	PROJECT:	RACCOON RIVER PARK EXTERIOR LIGHTING IMPROVEMENTS AGREEMENT AMENDMENT		
	LOCATION:	2500 GRAND AVENUE		
	DRAWN BY: MAA	DATE: 2/12/2020	PROJECT NO.:	SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM:

Motion – Approving Change Order #2
City Entrance Enhancements – Phase 1A

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	$284,936.00	July 1, 2019	
Change Order #1	$ 22,367.00	December 16, 2019	Sign fabrication revisions
Change Order #2	$175,000.00	Pending	2 additional signs
Total	**$482,303.00**		

The cost for these change order items will be paid from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation.

BACKGROUND:

The original project included the procurement of four (4) branded monument signs to denote key roadway entrances to the City of West Des Moines. Original locations included eastern corporate limits along IA-5, eastern corporate limits along I-235, northern corporate limits along I-35/80, and 98th & University. Since that time, City Staff were directed to include two (2) additional branded monument signs for western corporate limits along I-80 and southern corporate limits along I-35. Work includes all work associated with the fabrication and installation of complete, internally illuminated signs including all electrical appurtenances. The extent of the Phase 1A work is for the sign only. Concrete footings and associated site work as part of Phase 1B will be completed under a separate contract, which recently bid on February 12, 2020. Fabrication and installation of the signs is anticipated to be completed by June 1, 2020.

Change Order #2 includes original bid prices for a 32-foot sign, additional sign fabrication costs reflected in Change Order #1, and material/labor cost increases since the project was originally bid. City Staff recommend approval of Change Order #2.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Change Order #2 for City Entrance Enhancements – Phase 1A.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES

Department of Engineering Services
4200 Mills Civic Parkway, Ste 2E
West Des Moines, IA 50265-0320
(515) 222-3475 Fax (515) 273-0603

CHANGE ORDER

Distribution:
Owner: X
Engineer: X
Contractor: X
Other: ____

Contractor: **Graphic House, Inc.**
400 South 72nd Avenue
Wausau, WI 54401

Project Title	Phase 1A - Monument Sign Fabrication	
WDM Project File Number	0510-051-2018	
Purchase Order Number	2020-00000053	
Orig. Contract Amount & Date	$284,936.00	July 1, 2019
Change Order Number	2	
Date	February 10, 2020	

THE CONTRACT IS CHANGED AS FOLLOWS:

1. **CO-2.1: Add two (2) 32' monument signs at original unit cost per sign.**
2. **CO-2.2, CO-2.3, CO-2.4, CO-2.5: Modify unit cost per sign for two addtional 32' signs per applicable Change Order 01 items (CO-1.1, CO-1.2, CO-1.4, and CO-1.5).**
3. **CO-2.6: Additional cost for material cost increases and labor cost increases per sign for 2020.**

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO-2.1	Add two (2) additional 32' Monument Signs	EA	$75,389.00	2	$150,778.00
CO-2.2	Add cost per CO.1-1 at each new sign ($16,138/4=4,034.50)	EA	$4,034.50	2	$8,069.00
CO-2.3	Add cost per CO.1-2 at each new sign ($2,215/4=553.75)	EA	$553.75	2	$1,107.50
CO-2.4	Reduce cost per CO.1-4 for each new sign ($88/4=22)	EA	($22.00)	2	($44.00)
CO-2.5	Reduce cost per CO.1-5 for each new sign ($2,583/4=645.75)	EA	($645.75)	2	($1,291.50)
CO-2.6	Add cost for 2020 materials/labor markup	EA	$8,190.50	2	$16,381.00
			TOTAL		$175,000.00

CHANGE ORDER SUMMARY

The Original Contract Sum was	$284,936.00
Net Change by previously authorized Change Orders	$22,367.00
The Contract Sum prior to This Change Order was	$307,303.00
The Contract Sum will be increased by this Change Order in the amount of	$175,000.00
The new Contract Sum including this Change Order will be	$482,303.00
Aggregate Change Order as a percent of Original Contract (if greater than 10% of the original contract, Council Subcommittee recommendation and all signatures through the full Council are required)	69.27%
The Contract Time will be changed by	0 days
The date of Final Completion as of the date of this Change Order therefore is	June 1, 2020

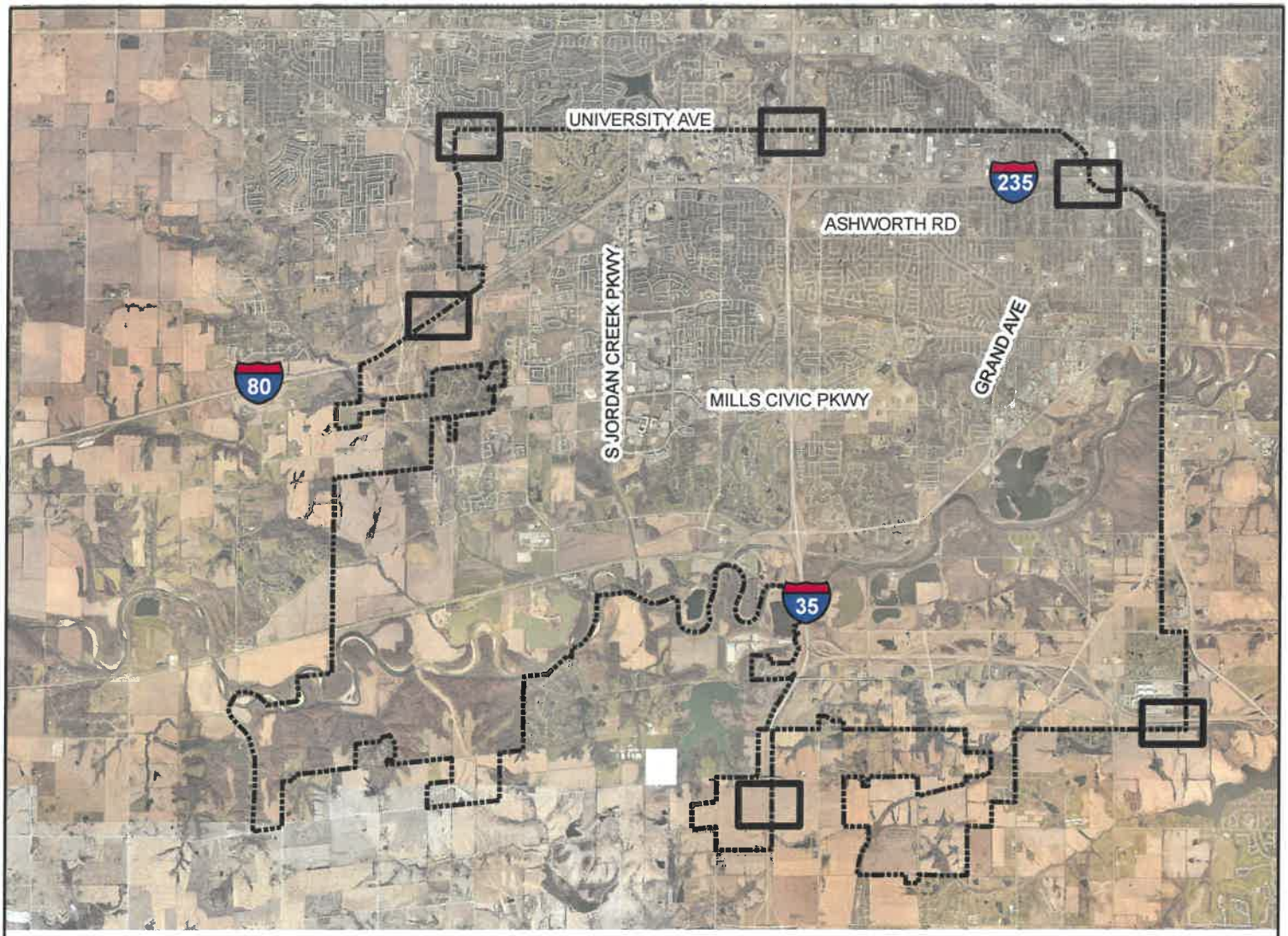
NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE (if applicable) AND OWNER

Contractor:	Recommended By:	Checked By:
Graphic House, Inc.	Shive-Hattery	City of West Des Moines
Signature:	Signature:	Signature:
Name: Bryan Borrell	Name: Nathan T. Hardisty, PE	Name: Brian Hemesath, P.E.
Title: President	Title: Project Manager	Title: City Engineer
Date: 2/11/2020	Date: 2/11/2020	Date:

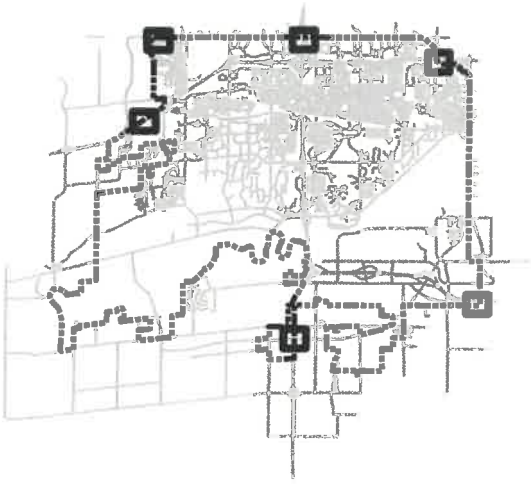
Owner: **City of West Des Moines**

☐ ≤ $24,999.99 City Engineer (≤ 10% original contract) x _____ Date: _____

☐ ≥ $25,000 to $50,000 City Council approved or ratified at Council Date: _____



VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

CITY OF DES MOINES

PROJECT:

City Entrance Enhancements - Level 1

LOCATION: Various Locations

DRAWN BY: REF	DATE: 01/07/2019	PROJECT NUMBER/NAME: 0510-051-2018	SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM:

Motion – Approving Amendment No. 1 to Professional Services Agreement
Osmium Fiber Conduit

FINANCIAL IMPACT:

The original Professional Services Agreement included a maximum fee of $320,000.00 for Basic Services of the Consultant and $120,000.00 for Resident Consultant Services. Amendment No. 1 increases the Basic Services of the Consultant by $241,000.00 and the Resident Consultant Services by $56,000.00. The new maximum not-to-exceed fee thus becomes $737,000.00. All costs for these services can be paid from account no. 500.000.000.5250.495 with initial funding intended to come from General Obligation Bonds and ultimately reimbursed by Microsoft.

BACKGROUND:

Civil Design Advantage is working under an existing Agreement dated May 14, 2018 to perform the professional services necessary for the design of proposed conduits for fiber optic interconnection between the existing and proposed Microsoft data centers.

The original scope of the project included three conduit routes. Two of the routes have been designed and are under construction. After evaluation by Microsoft, it was determined the third planned route along Veterans Pkwy and S. Grand Prairie Pkwy did not fit their needs. Subsequently, Microsoft requested two additional connections between the new Osmium site and the existing Alluvion site. Amendment No. 1 includes additional Basic Services of the Consultant and Resident Consultant Services to design and administer construction for the two new fiber optic conduit routes. All design and construction costs will be reimbursed by Microsoft.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 1 to Professional Services Agreement for Osmium Fiber Conduit.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

AMENDMENT NO. 1
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AMENDMENT is made and entered into this 17th day of February, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and CIVIL DESIGN ADVANTAGE, (Fed. I.D. #20-0291080), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant", hereby amends the original Agreement dated May 14, 2018 as follows:

1. SCOPE OF SERVICES

   The Scope of Services as described in the original Agreement for the Osmium Fiber Conduit (Project No. 0510-017-2017), Attachment 1 are amended as follows:

   See Attachment 1.

2. SCHEDULE

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

3. COMPENSATION

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

	Original Fee	Additional Fee	Total Fee
I. Basic Services of the Consultant	$320,000.00	$241,000.00	$561,000.00
II. Resident Consultant Services	$120,000.00	$56,000.00	$176,000.00
Total Services	**$440,000.00**	**$297,000.00**	**$737,000.00**

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

CIVIL DESIGN ADVANTAGE

BY: _____
Gary L. Reed, President

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

AMENDMENT #1

SCOPE OF SERVICES

Osmium Fiber (2020)
WDM 0510-017-2017

I. BASIC SERVICES

(Based on attached Fiber Map showing up to 2 separate routes totaling approximately 70,000 lineal feet)

Design Meetings

Civil Design Advantage shall meet with City staff and other city consultants during the course of the design development process as necessary to communicate the progress of the fiber optic plans.

Notification/Coordination with Jurisdictions/Right-of-Way Users

The planned fiber optic alignment appears to affect multiple jurisdictions and may impact other franchise utility or private utility providers within existing roadway right-of-way. Civil Design Advantage shall coordinate with the various jurisdictions and known right-of-way users to develop a constructible fiber optic duct route.

Topographic Survey/Mapping

Civil Design Advantage (CDA) will proceed with topographic survey of the proposed fiber optic interconnection alignments at specific/critical locations. We do not plan to conduct a topographic survey of the entire corridors. Specific/critical locations shall be determined based on existing constraints once the fiber alignments have been determined. All areas not surveyed shall be mapped utilizing LIDAR technology. Survey extents shall be limited to the edge of existing roadway to the existing right-of-way line along the selected fiber alignments. Topographic survey shall include surface features within the planned area, break lines, elevation information, trees greater than 12" in diameter and other visible surface features. Iowa One-Call will be contacted in an effort to gain locates for existing utilities for survey purposes. We will ask the City to provide any and all utility mapping for the corridors at time of notice to proceed. Utility mapping will be added to the topographic survey and shown as "map location". A note will be added to the design drawings suggesting the contractor contact Iowa One-Call prior to construction and contact the engineer of record if any conflicts exist. CDA does not intend to re-establish right-of-way or property line information unless needed for permanent acquisition purposes. We plan to utilize parcel line-work from County mapping and design info from other consultants as necessary. CDA will utilize survey/design information from other consultants as necessary.

Acquisition Plat Preparation

Civil Design Advantage shall prepare acquisition plats and legal descriptions for areas of the fiber alignments that are not within existing road right-of-way. Acquisition plats shall be prepared based on industry standard procedures. For basis of this agreement, CDA assumes the vast majority of the fiber routes (at least 90%) will be located within existing Iowa DOT or

City/County right-of-way and no acquisition plats will be needed. All legal verbiage documents needed for the transfer of property rights are assumed to be prepared by the City of West Des Moines. No acquisition plats will be prepared for temporary easements along the corridor. CDA has assumed that temporary easements (if needed) as shown in the construction plans will be suitable for acquisition of any temporary easements needed for the project. CDA assumes fiber alignment located within existing right-of-way (held by fee title or easement) is suitable for the location of the fiber. As such, CDA does not intend to prepare acquisition plats for underlying title acquisition of right-of-way held by easement. For basis of this agreement, CDA has estimated a total of 10 acquisition plats needing prepared. No right-of-way negotiation services are included in this scope of services, but CDA will assist the right-of-way agent as required, if needed.

Construction Drawings

Once we have topographic information and base mapping, Civil Design Advantage will proceed with design of the fiber optic duct interconnection project. Plans will generally show the alignment of the fiber duct, typical section for standard bury depth, critical crossing information at specific locations, general notes and quantities. Construction drawings shall generally consist of:

- Project Location Map
- Typical fiber optic duct configuration detail (provided by City or other)
- Plan & Profile sheets on aerial background
- Critical crossing information
- Bid Quantities and Reference Notes
- Traffic Control Plan (Reference DOT standard)
- Design Details
- Survey Control

CDA will reference the Statewide Urban Design and Specifications (SUDAS) or WDM Specifications for all construction work. Technical specifications developed on previous fiber duct projects shall be utilized on this project. CDA will prepare up to 2 separate plan sets for 2 separate bid lettings. CDA will coordinate with end user on final tie-in points.

Storm Water Pollution Prevention Plan (SWPPP) – if needed

Civil Design Advantage shall prepare an initial Storm Water Pollution Prevention Plan (SWPPP) for the fiber optic duct project, if needed. CDA shall publish required notices in area newspaper, acquire the NPDES permit and supply the client/contractor with the initial SWPPP booklet. CDA shall not be responsible for obtaining certification statements from contractors or keeping the SWPPP updated throughout the construction process.

Engineer's Opinion of Construction Cost

CDA shall prepare an engineer's estimate of construction cost based on the plan prepared and bid quantities tabulated for the project. A final engineer's estimate shall be transmitted to the City with each of the final plan sets.

Project Manual Preparation

Civil Design Advantage shall utilize the City of West Des Moines standard front end contract documents and adapt them to the fiber optic interconnection project. We assume the City of WDM will provide the front-end contract documents in word format to CDA.

Permitting

The planned fiber optic route appears to cross multiple jurisdictions and may require separate permits for construction. Civil Design Advantage shall apply for construction permits in an effort to enable construction of the preferred fiber optic duct routes. Based on previous experience this may include IDOT (multiple locations), railroad or known pipelines. CDA understands environmental permitting (404 permit or other) fieldwork (if required) will be handled by another consultant.

Bidding Services

Civil Design Advantage shall handle bidding services for the project including transmitting a project notice to selected contractors, maintaining a plan-holders list, issuance of any addenda (if needed), attending the bid opening, review of construction proposals, preparation of a bid tabulation and a recommendation of award for the project. CDA will provide bidding services on up to 2 separate bid lettings (one for each fiber duct route).

Pre-construction Conference

At least one Civil Design Advantage representative shall attend the pre-construction conference with the City, contractor, effected utility companies and other interested parties.

II. CONSTRUCTION PHASE SERVICES

Shop Drawing Review

Civil Design Advantage shall review shop drawings and other submissions of the contractor for general compliance with the construction contract for the project.

Construction Administration

Civil Design Advantage shall make periodic visits to the site to observe, as an experienced and qualified design professional, the progress and quality of executed work, and to determine if the work is proceeding in accordance with the contract documents. CDA shall notify the City of any work which does not comply with the contract documents, make recommendations to the City for correction of the non-conforming work, and ensure that those recommendations are implemented by the contractor. CDA shall conduct bi-monthly (every 2 weeks) construction meetings to determine progress on the project and attempt to resolve any construction related issues that may arise. CDA shall prepare and make recommendations on change orders and claims of the contractor for extra time and/or compensation. CDA shall also prepare and approve progress schedules, pay estimates, final quantities and the final payment to the

contractor. CDA shall conduct intermediate walk-thrus (10,000 lineal feet increments, if necessary) to determine if the project is substantially complete, prepare a punch list of incomplete items for the contractor, determine if the punch list items have been resolved and if final acceptance of the project can be recommended to the City along with the approval of the final payment to the contractor. CDA will work with the contractor on close-out documentation including warranty/bonds, lien waivers and notice of discontinuation. CDA will provide all observation reports to the City upon project completion. Construction Administration fees are based on an assumed 120 working days for all construction contracts.

Part-time Construction Observation

CDA shall observe the construction of the fiber interconnection construction for compliance with the construction drawings on a part-time basis. CDA will supply one construction observer to (1) monitor the contractor's progress and (2) determine if the results comply with the drawings and specifications and (3) tabulate payment quantities for contractor pay applications. CDA has estimated construction observation on average 50% of the time contractor is on-site. Materials testing (density testing or other) is not included or will be the responsibility of the contractor. CDA will observe the materials testing and blowing of the B-B through the ducts as part of the observation services. The contractor is ultimately responsible for the means and methods of construction.

As-built Drawings

CDA will require the contractor to provide X, Y and Z coordinates of the constructed fiber optic conduit as it is placed in the ground at intervals acceptable to the City/end user. Design plans will require the contractor to mark the ground with horizontal location and depth for the duct alignment during construction. CDA will include a bid item within the plans requiring the contractor to complete an as-built survey of the marked locations and provide to CDA. CDA will then re-draw the conduit alignment and profile based on information provided by the contractor to create as-built drawings. As-built drawings will be submitted to the City upon completion.

Additional Services

The following is a list of services not included in the current scope of services or compensation. This list is provided to further define the agreement scope. The list includes, but is not limited to:

- Environmental Services of any kind (including wetlands services)
- Additional Topographic or Boundary Survey other than specified
- Wetland Mitigation Services
- Revisions/updates to initial Storm Water Pollution Prevention Plan (SWPPP)
- Storm Sewer Design
- Street Design
- Traffic Signal Design
- Submittal/Permitting/Licensing Fees
    - Excessive fees (Hawkeye Land or other) are assumed to be paid by City or other
- Subdivision Platting
- Site Plan Preparation
- Traffic Studies
- Structural Engineering
- Technical Specification Preparation (Refer to SUDAS or WDM Spec.)
- Fiber Optic design (this contract is for duct and structures only)
- Franchise Utility Design
- Right-of-way Services (appraisals, comp estimates, negotiations, etc.)
- Condemnation Proceedings
- Purchase price of acquired right-of-way (assumed paid by City or other)
- Color Renderings
- Re-establishment of property pins if not found/Courthouse Research
- Pavement Determination
- Public Meetings
- Full-time Construction Observation

ATTACHMENT 2

PROJECT SCHEDULE

PROJECT SCHEDULE

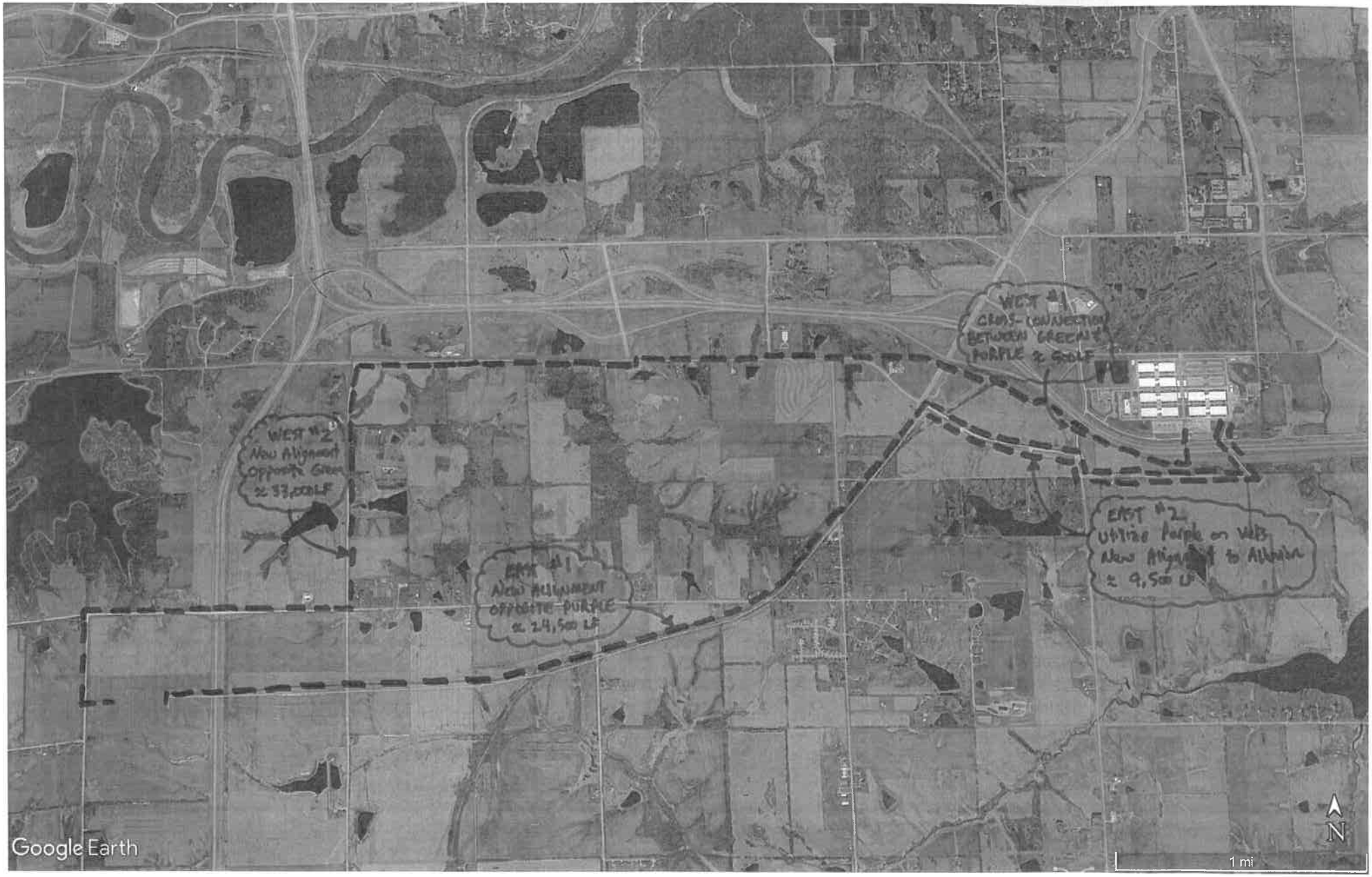
Civil Design Advantage is prepared to start work on this immediately upon notice to proceed.

ATTACHMENT 3

SCHEDULE OF FEES

Standard Fee Schedule
2019-2020
Civil Design Advantage, LLC

Classification	Billing Rate		Unit
Principal / Senior Engineer	$180	/	hour
Principal / Senior Land Surveyor	$180	/	hour
Senior Engineer	$169	/	hour
Engineer 8	$154	/	hour
Engineer 7	$145	/	hour
Engineer 6	$135	/	hour
Engineer 5	$125	/	hour
Engineer 4	$112	/	hour
Engineer 3	$102	/	hour
Engineer 2	$92	/	hour
Engineer 1	$82	/	hour
Senior Technician	$132	/	hour
Technician 8	$120	/	hour
Technician 7	$112	/	hour
Technician 6	$104	/	hour
Technician 5	$95	/	hour
Technician 4	$85	/	hour
Technician 3	$74	/	hour
Technician 2	$63	/	hour
Technician 1	$52	/	hour
Project Manager 8	$154	/	hour
Project Manager 7	$140	/	hour
Project Manager 6	$134	/	hour
Project Manager 5	$128	/	hour
Project Manager 4	$120	/	hour
Administrative 3	$80	/	hour
Administrative 2	$60	/	hour
Administrative 1	$45	/	hour
Mileage	Current IRS Rate	/	mile
Plots (Black & White)	$1.50	/	sheet
Plots (Color)	$30	/	sheet
Mylar Plots	$15	/	sheet
Copies (Black & White)	$0.10	/	page
Copies (Color)	$0.75	/	page


WEST #1
CROSS-CONNECTION
BETWEEN GREEN &
PURPLE & GOLF
WEST #2
New Alignment
Opposite Green
≈ 33,000LF
EAST #1
New ALIGNMENT
OPPOSITE PURPLE
≈ 24,500 LF
EAST #2
Utilize Purple on WEB
New Alignment to Albion
≈ 9,500 LF
Google Earth
N
1 mi

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM:

Motion – Approving Amendment No. 2 to Professional Services Agreement
Raccoon River Basin Segment 5 Sewer

FINANCIAL IMPACT:

The original Professional Services Agreement included a maximum fee of $316,186.00 for Basic Services of the Consultant and $237,500.00 for Resident Consultant Services. Amendment No. 1 increased the Basic Services of the Consultant by $21,000.00. Amendment No. 2 increases the Basic Services of the Consultant by $4,500.00 and the Resident Consultant Services by $64,000.00. The new maximum not-to-exceed fee thus becomes $643,186.00. All costs for these services can be paid from account no. 640.000.000.5250.490 with ultimate funding intended to come from Sanitary Sewer Fee Revenue.

BACKGROUND:

Veenstra & Kimm, Inc. is working under an existing Agreement dated October 19, 2015 to perform the professional services necessary for the design and construction of the Raccoon River Basin Segment 5 Sewer, including a new sanitary sewer lift station, forcemain, and gravity sanitary sewer to generally provide sanitary sewer service to a planned development area along South Grand Prairie Parkway south of the Raccoon River.

Amendment No. 1 included additional Basic Services of the Consultant to study and recommend alternatives to provide sanitary sewer service to this general area until such time that the WRA North Trunk Sewer is extended.

Amendment No. 2 includes additional Basic Services of the Consultant and Resident Consultant Services to provide for additional services associated with extensive environmental and permitting issues as well as accommodating multiple bid packages and construction contracts to address construction timelines.

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

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 2 to Professional Services Agreement for Raccoon River Basin Segment 5 Sewer.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

AMENDMENT NO. 2
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AMENDMENT is made and entered into this 17th day of February, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and VEENSTRA & KIMM, INC., (Fed. I.D. #42-1137727), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant", hereby amends the original Agreement dated ~~September 6, 2016~~ October 19, 2015 as follows:

1. SCOPE OF SERVICES

   The Scope of Services as described in the original Agreement for the Raccoon River Sewer Crossing (Project No. 0510-060-2015), Attachment 1 are amended as follows:

   The Scope of Services for Basic Services of the Consultant is amended to provide for the additional services associated with the evaluation of the trunk sewer alignment as a result of environmental and permitting issues and to repackage the construction contract packages. The original Scope of Services for Resident Consultant Services is amended to provide the additional services associated with the separation of the Project into three separate construction contracts with different construction contract periods resulting in an increase in the total duration of Resident Consultant Services.

2. SCHEDULE

   The Project Schedule of the professional services as described in the original Agreement, Attachment 2 is amended as follows: June 30, 2021

3. COMPENSATION

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

	Original Fee	Additional Fee	Total Fee
I. Basic Services of the Consultant	$337,186.00	$4,500.00	$341,686.00
II. Resident Consultant Services	$237,500.00	$64,000.00	$301,500.00
Total Services	**$574,686.00**	**$68,500.00**	**$643,186.00**

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

VEENSTRA & KIMM, INC.

BY: _____
H. R. Veenstra Jr., Chairman of the Board of Directors

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

The original Scope of Services for Basic Services of the Consultant is amended based on the additional services associated with the environmental review and permitting of the trunk sewer, lift station and force main. The environmental and regulatory permitting of the Project required several unanticipated modifications to the location and design of the Project. The Scope of Services is amended to provide for the repackaging of the Project to combine the lift station with the force main following the rejection of bids of the lift station in 2019.

The Scope of Services under the Resident Consultant Services is amended to increase the duration of services and to extend the final completion date for construction of the Project. The original Scope of Services anticipated there would be two construction contracts with construction to be completed by 2018. Due to schedule and permitting issues the Project is divided into three construction contracts with the river crossing itself being completed in 2018 and separate construction contracts for the combined lift station and force main project followed by a construction contract for the trunk sewer. The construction of the lift station and force main will be completed in 2020. It is anticipated the trunk sewer will be constructed in late 2020 and extend into 2021. These changes increase the total duration of the construction contract period by approximately six months.

ATTACHMENT 2

PROJECT SCHEDULE

Completion of the Basic Services of the Consultant	June 30, 2020
Completion of the Resident Consultant Services	June 30, 2021

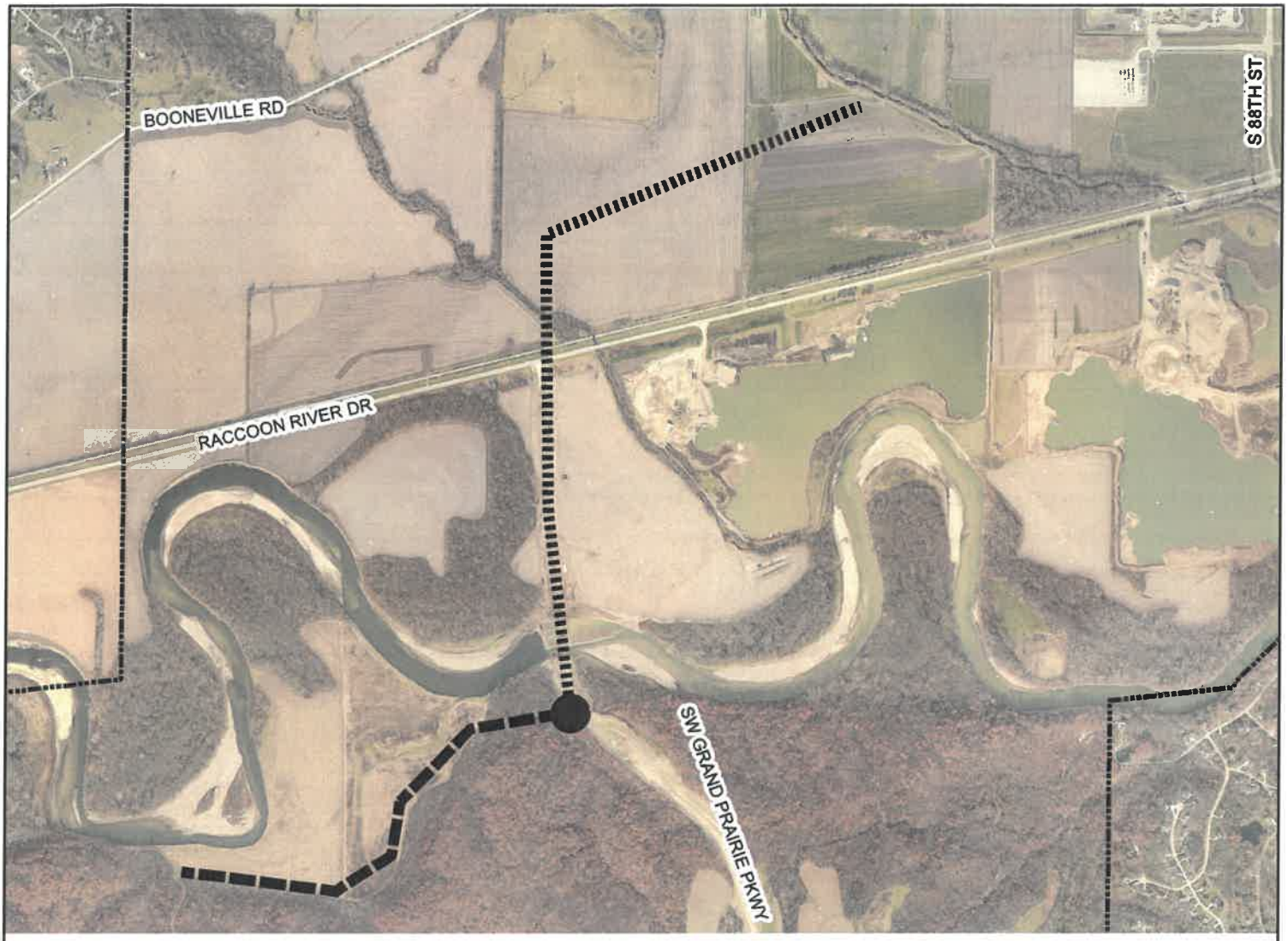
ATTACHMENT 3

SCHEDULE OF FEES

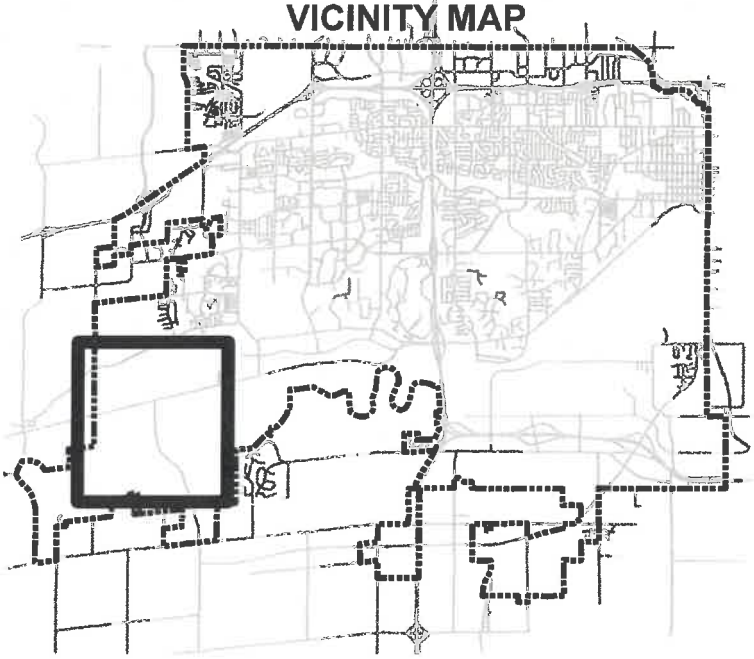
VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2019)

Management I	$175.00
Management II	172.00
Process Engineer	196.00
Engineer I-A	176.00
Engineer I-B	165.00
Engineer I-C	157.00
Engineer I-D	150.00
Engineer II-A	143.00
Engineer II-B	132.00
Engineer III-A	125.00
Engineer III-B	120.00
Engineer III-C	117.00
Engineer IV	113.00
Engineer V	105.00
Engineer VI	102.00
Engineer VII	94.00
Engineer VIII	90.00
Engineer IX	84.00
Engineer X	76.00
Engineer XI	69.00
Engineer XII	63.00
Design Technician I	100.00
Architect	100.00
Planner I	111.00
Planner II	75.00
Planner III	69.00
Drafter IA	99.00
Drafter IB	92.00
Drafter II	86.00
Drafter III	81.00
Drafter IV	75.00
Drafter V	63.00
Drafter VI	60.00
Drafter VII	47.00
Clerical I	91.00
Clerical II	63.00
Clerical III	55.00
Clerical IV	48.00
Clerical V	38.00
Construction Manager	170.00
Surveyor I	120.00
Surveyor II	99.00
Technician I	88.00
Technician II	81.00
Technician III	74.00
Technician IV	72.00
Technician V	65.00
Technician VI	60.00
Technician VII	51.00
Technician VIII	45.00
Technician IX	37.00
Building Inspector I	167.00
Building Inspector I-A	111.00

Building Inspector II	86.00
Building Inspector III	63.00
Robotics	30.00/Hour
GPS	30.00/Hour
Leica Total Station	20.00/Hour
Total Station Robotics	15.00/Hour
Tablet	45.00/Hour
Fluoroscope	50.00/Hour
4-Wheeler	45.00/Hour
Mileage	$.575¢/Mile



VICINITY MAP



LEGEND

LIFT STATION

GRAVITY SEWER (FUTURE)

FORCEMAIN

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

Raccoon River Basin Segment 5 Sewer - Lift Station & Forcemain

LOCATION: **Exhibit "A"**

DRAWN BY: JDR	DATE: 1/29/2020	PROJECT NUMBER/NAME: 0510-060-2015	SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM:

Motion – Approving Amendment No. 1 to Professional Services Agreement for Owner's Representative Services
MidAmerican Energy Company RecPlex

FINANCIAL IMPACT:

The original Professional Services Agreement included a maximum fee of $98,700.00 for Basic Services of the Consultant and $565,400.00 for Resident Consultant Services. Amendment No. 1 does not affect the maximum not-to-exceed fee of $664,100.00.

BACKGROUND:

Shive-Hattery, Inc. is working under an existing Agreement dated October 29, 2018 to provide the professional services necessary to act as the City of West Des Moines' Representative during design and construction of the proposed MidAmerican Energy Company RecPlex to be located at the southeast corner of South Jordan Creek Parkway & Grand Avenue. City staffing levels and expertise are not available to support the construction of this new large-scale facility, thus the need for supplemental support from a Consultant. Shive-Hattery is a local West Des Moines firm and has a full range of professional engineering and architectural services necessary to assist the City of West Des Moines on this project.

Amendment No. 1 includes additional professional services for exterior site lighting design not affixed to the RecPlex building. This Amendment has no monetary value associated with it as Shive-Hattery feels they have adequate fee associated with the Resident Consultant Services to cover the additional work. However, Shive-Hattery wishes to reserve the right as part of this Amendment to modify the previously approved fee to cover additional costs associated with the exterior site lighting design in the future, if needed. In addition, City Staff wanted this Amendment to document that Shive-Hattery is professionally liable for the exterior site lighting design, and only this portion of the work.

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

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 1 to Professional Services Agreement for Owner's Representative Services - MidAmerican Energy Company Rec Plex.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

AMENDMENT NO. 1
TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AMENDMENT is made and entered into this 17th day of February, 2020, by and between the CITY OF WEST DES MOINES, a municipal corporation, hereinafter referred to as "City", and SHIVE-HATTERY, INC., (Fed. I.D. #42-07880172), a professional corporation incorporated and licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant", hereby amends the original Agreement dated October 29th, 2018 as follows:

1. SCOPE OF SERVICES

   The Scope of Services as described in the original Agreement for the Owner's Representative during the design and construction of the Central Iowa All Sports & Events Complex (Project No. 0510-055-2018), Attachment 1 are amended as follows:

   In order to address design of required exterior site lighting not included in the agreement with Larrison & Associates Architects, Shive-Hattery, Inc. agrees to perform design services for exterior lighting not affixed to the RecPlex structure.

2. SCHEDULE

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

3. COMPENSATION

   In consideration of the additional professional services provided, the City agrees to pay the Consultant the additional fees to increase the original sum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in the original Agreement, Attachment 3. **It is agreed that this additional scope will be considered if Shive-Hattery approaches the previously fee limits and compensation adjustment is requested at a future date. Also attached is updated 2020 Billing Rates for reference.**

	Original Fee	Additional Fee	Total Fee
I. Basic Services of the Consultant	$98,700.00	$0.00	$98,700.00
II. Resident Consultant Services	$565,400.00	$0.00	$565,400.00
Total Services	**$664,100.00**	**$0.00**	**$664,100.00**

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

Shive-Hattery, Inc.

BY: _____
James E. Moore, Project Manager

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

The proposed Design Phase Services will include:

- Provide Electrical Engineering design services for layout and specification of lighting in parking areas, roadways on site, and walkways connecting the parking to the fields and building.
- Greg Larrison has indicated that they will include the field lighting for the exterior fields. Shive-Hattery will not include field lighting in its documentation.
- This design will meet city requirements and photometrics will be provided for final site plan approval.
- Drawings and Specifications will be coordinated with anticipated publication for bidding as part of the Site Paving package being prepared by Civil Design Advantage under Larrison & Associates Architects contract.
- Shive-Hattery's Electrical Engineer will sign and seal the documents. This represents a change in that Shive-Hattery will be taking on design liability for this, and only, this portion of the work.

ATTACHMENT 2

PROJECT SCHEDULE

No Change

ATTACHMENT 3

SCHEDULE OF FEES (2020)

Standard Hourly Fee Schedule

Effective January 1, 2020 to December 31, 2020

PROFESSIONAL STAFF:		TECHNICAL STAFF:	
Grade 1	$ 90.00	Grade 1	$ 63.00
Grade 2	$109.00	Grade 2	$ 78.00
Grade 3	$122.00	Grade 3	$ 88.00
Grade 4	$136.00	Grade 4	$ 95.00
Grade 5	$150.00	Grade 5	$108.00
Grade 6	$163.00	Grade 6	$122.00
Grade 7	$177.00	Grade 7	$137.00
Grade 8	$195.00		
Grade 9	$210.00		
ADMIN STAFF:	$ 62.00		

SURVEY STAFF:

One Person	$135.00
Two Person	$208.00
One Person with ATV	$161.00
Two Person with ATV	$234.00
Drone Surveyor (Video or Photogrammetry)	$160.00
Drone Surveyor (Thermography)	$320.00
Hydrographic Survey Crew (Two Person)	$254.00
Scanning Surveyor	$175.00
Surveyor with Two Scanners	$250.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	$0.57/ Mile
Mileage- Survey Trucks	$0.67/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

IN-HOUSE SERVICES

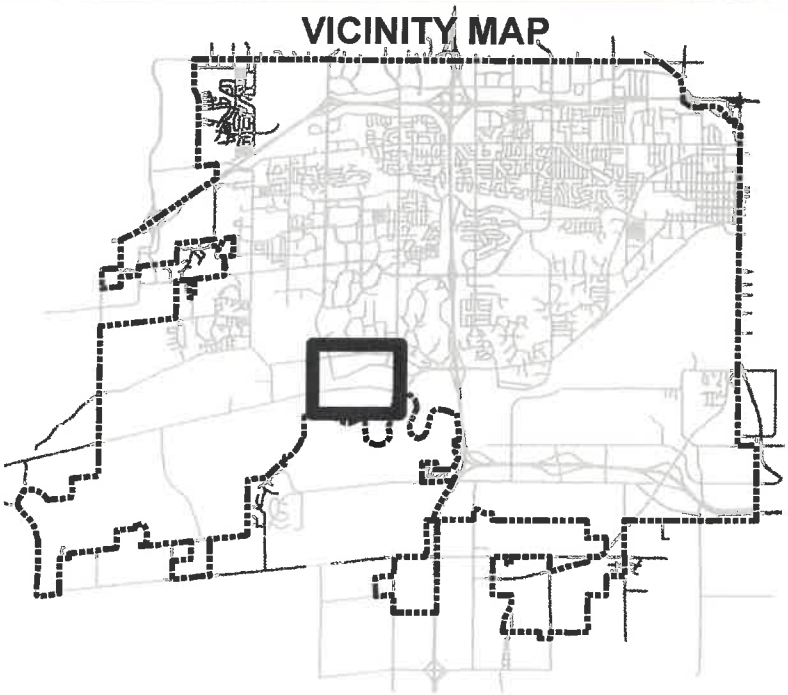
Prints/Plots:

Bond	$ .30/Sq. Ft.
Mylar	$ .75/Sq. Ft.
Photogloss	$ .90/Sq. Ft.
Color Bond	$ .60/Sq. Ft.
Foam Core Mounting	$ 13.00

Color Prints:

Letter Size	$ 1.00
Legal Size	$ 2.00

VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

MidAmerican Energy RecPlex

LOCATION: **Exhibit "A"**

DRAWN BY: JDR	DATE: 1/16/2019	PROJECT NUMBER/NAME: 0510-055-2018	SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Resolution- Establishing Public Hearing Regarding FY 2020-2021 Operating and Capital Budgets

DATE: February 17, 2020

FINANCIAL IMPACT:

None at this time.

BACKGROUND:

Chapter 384, Code of Iowa, requires a public hearing on the budget estimates for the proposed expenditures, income, and the amount to be raised by property taxation and tax levies for the fiscal year beginning July 1, 2020. The hearing should be held some time before the final certification date (March 31, 2020). Approving the resolution at tonight's meeting will formally establish the public hearing date of March 16, 2020, for consideration of the FY 20-21 Budget.

RECOMMENDATION:

City Council Adopt:

1. Resolution Establishing Public Hearing Regarding Fiscal Year 2020-2021 Budget
2. Ordering the City Clerk to publish the notice of said hearing

Lead Staff Member: **Chris Hamlett, Budget Analyst** CH

STAFF REVIEWS

Department Director	Tim Stiles, Finance Director TS
Appropriations/Finance	
Legal	
Agenda Acceptance	KH

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	NA		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

RESOLUTION SETTING A DATE OF HEARING TO CONSIDER THE PROPOSED ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2020.

WHEREAS, the provisions of Chapter 384, Code of Iowa, require a public hearing on the budget estimates for the proposed expenditures, income and the amount to be raised by property taxation and the tax levies for the fiscal year beginning July 1, 2020, before the final certification date; and

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

1. A public hearing time and date of 5:30 p.m. on March 16, 2020, is established to consider the Fiscal Year 2020-21 budget.

2. The City Clerk is ordered to publish notice of said hearing in the Des Register, a newspaper of general circulation in the City of West Des Moines, Iowa, in accordance with Iowa Code Section 384.16(3), not less than ten (10) nor more than twenty (20) days prior to the dates for said hearing.

PASSED AND APPROVED, this 17th day of February, 2020.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan Jacobson, City Clerk

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM:

Motion – Approval of Resolution for MWA to Enter into Loan Agreement with Polk County

FINANCIAL IMPACT:

The resolution approves MWA's intent to borrow money in three respects:
1) $24,500,000 to fund the MRF (Material Recover Center)
2) $8,000,000 to refund the outstanding Taxable Revenue Note (Grimes Transfer Station Project), Series 2014 either now, or in the future
3) Authority to issue additional indebtedness not to exceed an aggregate principal amount outstanding at any time of $50,000,000

Should MWA decide to refinance the outstanding balance of the Taxable Revenue Note (Grimes Transfer Station Project), they plan to pay off the loan by 2021. Additionally, the $50,000,000 limit allows MWA to fund additional indebtedness without requesting separate member approval. This provides MWA approximately $17,000,000 for future projects or cell development, if necessary.

BACKGROUND:

For several years the MWA has relied on Mid-America Recycling for the processing and marketing of recyclable materials collected under the MWA Curb-It! program. Due to market volatility and other related issues the MWA has been experiencing contract and business-related challenges with Mid-America Recycling. Since they are a private company and the only recycling processer in the region, the MWA Board has been analyzing the opportunity to take over the processing and recycling of material collected under the Curb-It! program. After reviewing significant data and recommendations the MWA Board voted unanimously to support the financing, construction and operation of an MWA MRF.

OUTSTANDING ISSUES: None

RECOMMENDATION:

- City Council approve the Resolution for MWA to enter into a Loan Agreement with Polk County.

Lead Staff Member: Bret Hodne, Public Services Director

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

METRO WASTE AUTHORITY MEMBER RESOLUTION – CITY

RESOLUTION NO. _____

Resolution authorizing and approving the Des Moines Metropolitan Area Solid Waste Agency d/b/a Metro Waste Authority to enter into a loan agreement and providing for the issuance and securing the payment of a Material Recovery Facility Solid Waste Disposal Revenue Note, Series 2020, in a principal amount not to exceed $24,500,000, refund current outstanding indebtedness and maintain outstanding indebtedness in an aggregate principal amount not to exceed $50,000,000

WHEREAS, the Metro Waste Authority (the "Authority") has proposed to enter into a loan agreement (the "Loan Agreement") in a principal amount not to exceed $24,500,000 in accordance with the provisions of the Authority's Intergovernmental Agreement pursuant to which the Authority was created (the "Intergovernmental Agreement") for the purpose of financing a material recovery facility, related improvements, funding a debt service reserve fund, if necessary, and paying for costs of issuance of a note or bond (the "Series 2020 Note") (collectively referred to as the "Project"); and

WHEREAS, the Authority currently has outstanding an approximately $8,000,000 Taxable Revenue Note (Grimes Solid Waste Transfer Station Project), Series 2014 (the "Series 2014 Note"); and

WHEREAS, the Authority from time to time may find it necessary to fund additional indebtedness and/or to refund outstanding indebtedness for any lawful purpose and in accordance with the Authority's Intergovernmental Agreement; and

WHEREAS, the City of West Des Moines (the "City") is a Member of the Metro Waste Authority and it is necessary for each Member of the Authority to approve incurring indebtedness payable from the net revenues of the Authority;

NOW, THEREFORE, It Is Resolved by the City Council of the City of West Des Moines, Iowa as follows:

Section 1. It is hereby determined that the Authority may enter into a Loan Agreement and issue the Series 2020 Note in an aggregate principal amount not to exceed $24,500,000 with such terms, reserves, provisions, covenants and requirements as shall be determined and approved by resolution of the Board of the Authority.

Section 2. It is hereby determined the Authority may revise, restructure, amend, refund and defease the Series 2014 Note with such terms, reserves, provisions, covenants and requirements as shall be determined and approved by resolution of the Board of the Authority.

Section 3. It is hereby determined the Authority shall be granted the authority to incur indebtedness in any form, in one or more series, and from time to time as shall be determined necessary to carry out the purposes of the Authority with such terms, reserves, provisions, covenants and requirements as shall be determined and approved by resolution of the Board of the Authority. Indebtedness may be issued by the Authority for any lawful purpose as set forth in the Code of Iowa and in accordance with the Intergovernmental Agreement in an aggregate principal amount not to be outstanding at any given time in excess of $50,000,000.

Section 4. Repayment of any indebtedness, incurred pursuant to the authority granted by this Resolution, including the Series 2020 Note, shall be payable solely from net revenues of the Authority. Any indebtedness issued pursuant to this resolution shall not be an obligation of any Member of the Authority and shall not be payable from or constitute a lien against the general fund of any of the Members. No Member shall be in any manner liable by reason of the failure of the net revenues of the Authority to be sufficient for the payment in whole or in part of the indebtedness issued pursuant hereto and the interest thereon.

Indebtedness issued pursuant to the grant of authority provided hereto shall not be a general obligation of the Authority but, together with any additional obligations as may be hereafter issued by the Authority and outstanding from time to time ranking on a parity therewith is payable solely and only from net revenues of the Authority, a sufficient portion of which will be ordered set aside and pledged for that purpose by the Authority.

Section 5. It is the intention of the Authority, when possible, that interest on the Authority's indebtedness, including the Series 2020 Note, be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof the Authority, and this Member, covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the indebtedness of the Authority will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the Authority are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 6. The City further certifies when indebtedness of the Authority will be issued as a tax-exempt obligation the City shall recognize a percentage portion of the indebtedness incurred equal to the benefit provided to the City with respect to the indebtedness, to be determined by the Authority upon closing, and will be counted against the City with respect to the City's determination of its compliance with section 265 of the Internal Revenue Code for the calendar year in which the indebtedness is incurred, and to the extent the City plans to issue tax-exempt obligations for its own purposes the City's share of the percentage portion of the Authority's indebtedness will be included for the City's calculation of the City's requirements for compliance with section 265 of the Internal Revenue Code. The City further certifies it shall be the responsibility of the City to maintain compliance with the City's indebtedness regarding compliance with section 265 of the Internal Revenue Code.

Section 7. The City understands and agrees with respect to this resolution that Dorsey & Whitney LLP ("Dorsey") represents the Authority in connection with the purposes of this Resolution and pursuant to the Authority documents, and, the City hereby consents to such representation to the extent such a representation may be a conflict of interest with Dorsey's representation of the City with respect to other matters, and the City hereby waives any such conflict and consents to Dorsey's representation of the Authority with respect to the aforementioned matters.

Section 8. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 9. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 10. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved this 17th day of February, 2020.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM:

Resolution - Ordering Construction
2019 Pavement Markings & On-Street Bike Markings Program

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the 2019 Pavement Markings & On-Street Bike Markings Program is $199,658.18. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Road Use Tax.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, March 11, 2020 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, March 16, 2020. The contract would be awarded on Monday, March 16, 2020 and work will begin shortly thereafter.

This project includes durable pavement markings at various locations throughout the City of West Des Moines. This ongoing maintenance program will for the first time include On-Street Bike Markings (Sharrows) as well, a task that was previously contracted out by Public Services and funded using operating budget. The project is anticipated to be completed by November 2, 2020.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of the 2019 Pavement Markings & On-Street Bike Markings Program.
- Fixing 2:00 p.m. on Wednesday, March 11, 2020 as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
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:

2019 Pavement Markings & On-Street Bike Markings Program
Project No. 0510-041-2019

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

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, March 16, 2020, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, March 11, 2020.

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, March 11, 2020 and the results of said bids shall be considered at a meeting of this Council on Monday, March 16, 2020 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED on this **17th** day of **February 2020.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

2019 PAVING MARKING AND ON-STREET BIKE MARKINGS PROGRAM

ISG

Client Name: CITY OF WEST DES MOINES
Location: WEST DES MOINES, IOWA
WDM Project Number: 0510-041-2019
ISG Project Number: 19-23378
Date: 2/10/2020

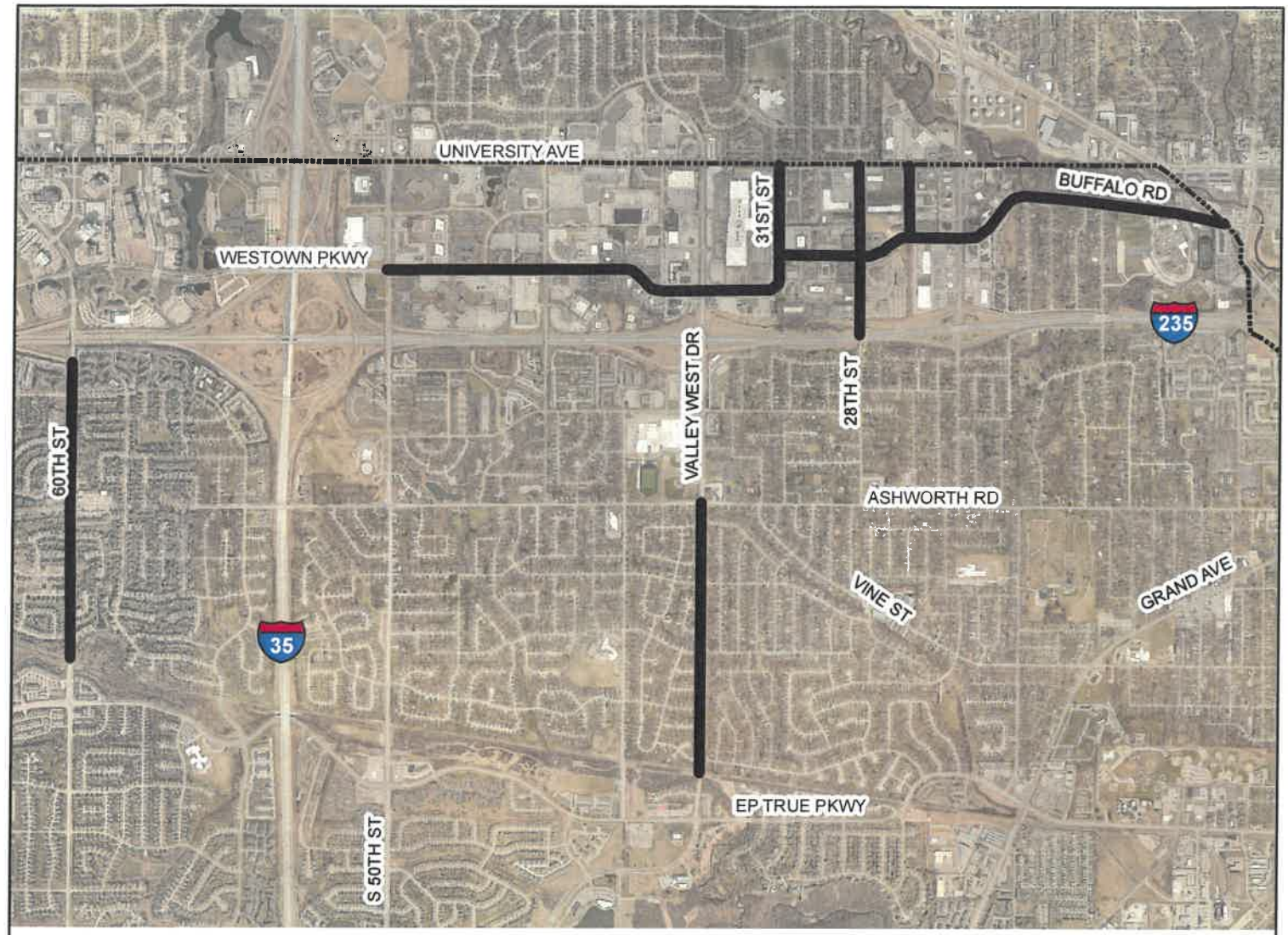
ENGINEER'S OPINION of PROBABLE CONSTRUCTION COST

No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
1	PAINTED PAVEMENT MARKINGS; DURABLE - 4" LINE	STA	686.18	$ 96.00	$ 65,873.28
2	PAINTED PAVEMENT SYMBOLS, BIKE SHARROW	EA	1079	$ 55.00	$ 59,345.00
3	PAINTED PAVEMENT SYMBOLS AND LEGENDS, DURABLE	EA	25	$ 205.00	$ 5,125.00
4	GROOVES CUT FOR PAVEMENT MARKINGS	STA	686.18	$ 55.00	$ 37,739.90
5	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	25	$ 63.00	$ 1,575.00
6	TRAFFIC CONTROL	LS	1	$ 30,000.00	$ 30,000.00
				Construction Costs	$199,658.18

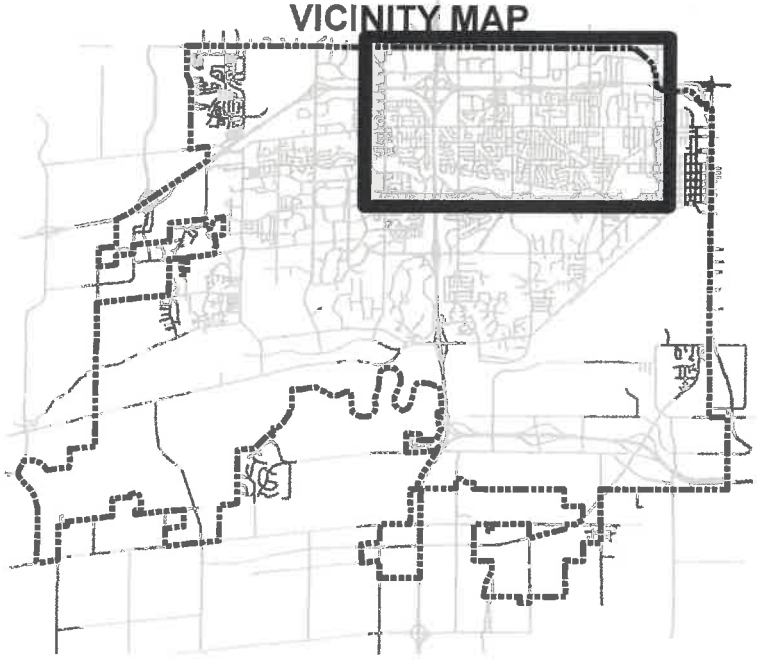
I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE ACCOUNT OF ESTIMATED COSTS

Date: FEBRUARY 10, 2020 LICENSE NUMBER: 20894

LICENSED PROFESSIONAL ENGINEER
DEREK A. JOHNSON
20894
IOWA



VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

2019 Pavement Markings & On-Street Bike Markings Program

LOCATION: **Exhibit "A"**

DRAWN BY: JDR	DATE: 2/11/2020	PROJECT NUMBER/NAME: 0510-041-2019	SHT. 1 of 1

4(n)2

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM:

Resolution - Ordering Construction
2019 Sewer Rehabilitation Program

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the 2019 Sewer Rehabilitation Program is $458,489.25. Payments will be made from account no. 640.000.000.5250.490 with the ultimate funding intended to come from Sewer Revenue. The City of Clive will be responsible for reimbursing the City of West Des Moines per 28E Agreement for 50% of the costs (app. $17,500) associated with rehabilitation of approximately 585 feet of 15-inch sanitary sewer on 86th Street from University Avenue to Walnut Creek.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, March 11, 2020 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, March 16, 2020. The contract would be awarded on Monday, March 16, 2020 and work will begin shortly thereafter.

This is an ongoing maintenance program to rehabilitate existing portions of the City's sanitary sewer system. Previous inspections of these sanitary sewers revealed defects at several locations. The project is anticipated to be completed by August 31, 2020.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of the 2019 Sewer Rehabilitation Program.
- Fixing 2:00 p.m. on Wednesday, March 11, 2020 as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
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:

2019 Sewer Rehabilitation Program
Project No. 0510-044-2019

is hereby ordered to be constructed according to the Plans and Specifications prepared by AECOM Technical Services, Inc. of Des Moines, Iowa and now on file in the office of the City Clerk.

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, March 16, 2020, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, March 11, 2020.

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, March 11, 2020 and the results of said bids shall be considered at a meeting of this Council on Monday, March 16, 2020 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED on this **17th** day of **February, 2020.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

Engineer's Estimate of Probable Construction Cost
2019 Sewer Rehabilitation Program
Project No. 0510-044-2019
City of West Des Moines
West Des Moines, Iowa
AECOM Project No: 60612712
February 5, 2020

AECOM

Item	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.1	8" CIPP SEWER LINING	LF	7,669	$ 24.25	$ 185,973.25
1.2	10" CIPP SEWER LINING	LF	775	$ 28.00	$ 21,700.00
1.3	12" CIPP SEWER LINING	LF	2,676	$ 38.50	$ 103,026.00
1.4	15"/16" CIPP SEWER LINING	LF	2,324	$ 60.00	$ 139,440.00
1.5	REINSTATE SERVICES	EA	167	$ 50.00	$ 8,350.00
	TOTAL ESTIMATE				**$ 458,489.25**

LICENSED PROFESSIONAL ENGINEER
TODD L. ALLYN
14621
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.

2/5/2020

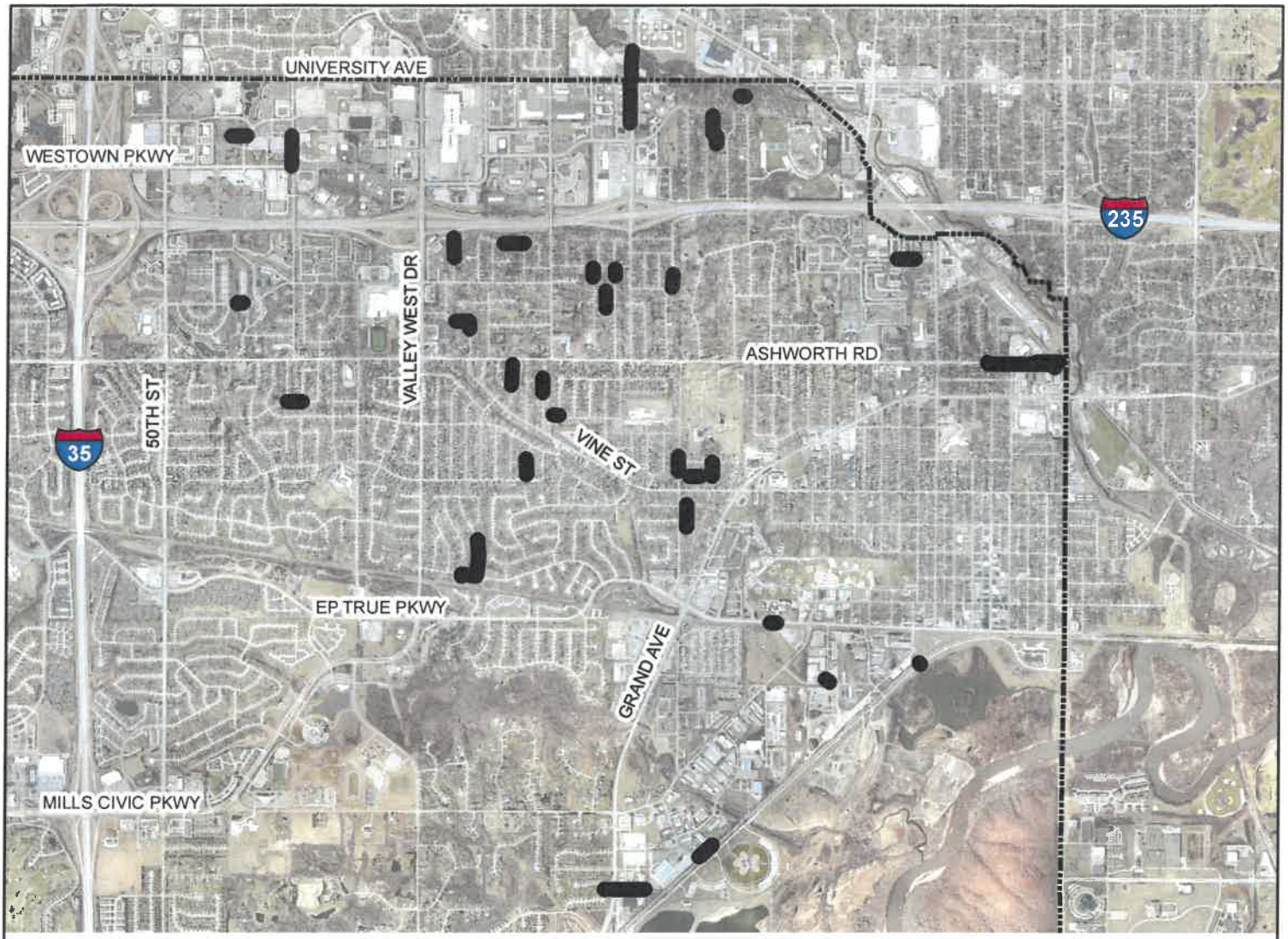
TODD L. ALLYN, PE — Date

License No. 14621

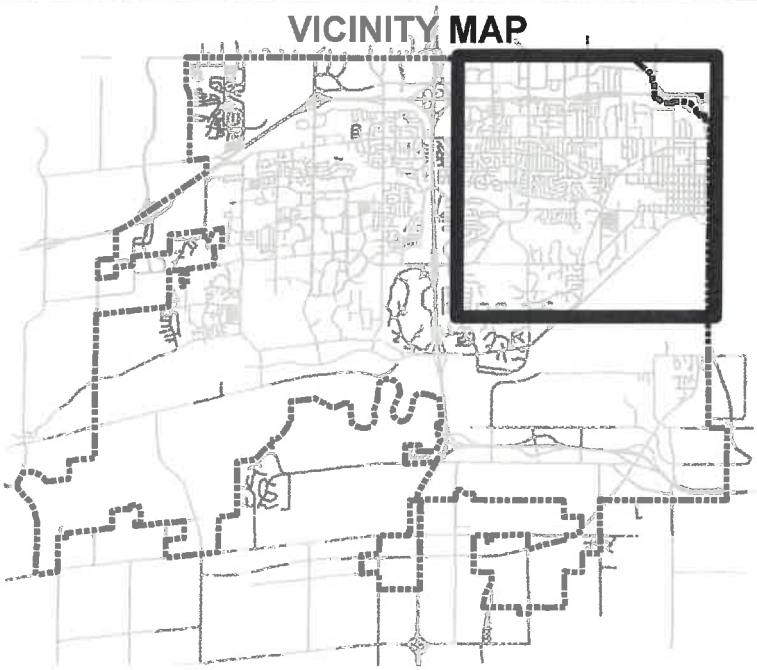
My license renewal date is December 31, 2020.

Pages or sheets covered by this seal:
Engineer's Estimate

Date Issued:



VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

2019 Sanitary Sewer Rehabilitation

LOCATION: **Exhibit "A"**

DRAWN BY: JDR	DATE: 2/4/2020	PROJECT NUMBER/NAME: 0510-044-2019	SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM:

Resolution - Ordering Construction
2020 PCC Reconstruction Program

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the 2020 PCC Reconstruction Program is $1,209,542.50. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Road Use Tax. Funds for the project are available in the FY 20-21 budget, but due to timing of the construction season, this project will begin on an accelerated schedule.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, March 11, 2020 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, March 16, 2020. The contract would be awarded on Monday, March 16, 2020 and work will begin shortly thereafter.

This project involves complete reconstruction of 12th Street from Vine Street to Walnut Street and Walnut Street from 12th Street to 13th Street and includes pavement removal and replacement, grading, storm sewer, sanitary sewer modifications, and other related miscellaneous work required to reconstruct this street. Bridges of Iowa have verbally committed to allowing residents affected by construction of this project to use their parking lots located at their 1211 Vine Street facility. The project is anticipated to be completed by October 30, 2020.

Bolton & Menk and City of West Des Moines Engineering Services staff will be going door-to-door meeting with affected residents on March 11, 2020 from 5:00-7:00pm and will be available in the neighborhood for anyone wishing to seek additional information about the project. If residents are not home during this time, a door hanger similar to the previously mailed public notification letter will be left at the home. A public outreach video on the project has also been created and will be shared on the City's website.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of the 2020 PCC Reconstruction Program.
- Fixing 2:00 p.m. on Wednesday, March 11, 2020 as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
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:

2020 PCC Reconstruction Program
Project No. 0510-001-2020

is hereby ordered to be constructed according to the Plans and Specifications prepared by Bolton & Menk, Inc. of Des Moines, Iowa and now on file in the office of the City Clerk.

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, March 16, 2020, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, March 11, 2020.

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, March 11, 2020 and the results of said bids shall be considered at a meeting of this Council on Monday, March 16, 2020 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED on this **17th** day of **February, 2020.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

ENGINEER'S ESTIMATE

2020 PCC RECONSTRUCTION

CITY OF WEST DES MOINES

CITY CONTRACT NO.: 0510-001-2020

BOLTON & MENK

Real People. Real Solutions.

February 12, 2020

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total Amount
1	CLEARING AND GRUBBING	LS	1	$3,500.00	$3,500.00
2	EXCAVATION, CLASS 10	CY	735	$25.00	$18,375.00
3	SUBGRADE PREPARATION	SY	4500	$3.00	$13,500.00
4	SUBGRADE TREATMENT, FLY ASH OR CEMENT TREATMENT	SY	4500	$7.50	$33,750.00
5	SUBBASE, MODIFIED, 6 IN.	SY	4500	$20.00	$90,000.00
6	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	500	$70.00	$35,000.00
7	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 8 IN.	LF	20	$250.00	$5,000.00
8	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 10 IN.	LF	70	$300.00	$21,000.00
9	SANITARY SEWER SERVICE RELOCATION	EA	5	$2,500.00	$12,500.00
10	STORM SEWER, AS SUBDRAIN, TRENCHED, RCP CLASS III, 15 IN.	LF	139	$75.00	$10,425.00
11	STORM SEWER, AS SUBDRAIN, TRENCHED, RCP CLASS III, 18 IN.	LF	22.5	$80.00	$1,800.00
12	STORM SEWER, AS SUBDRAIN, TRENCHED, RCP CLASS III, 24 IN.	LF	917	$90.00	$82,530.00
13	STORM SEWER, AS SUBDRAIN, TRENCHED, RCP CLASS III, 30 IN.	LF	344.1	$100.00	$34,410.00
14	STORM SEWER, TRENCHED, RCP CLASS III, 36 IN.	LF	214	$135.00	$28,890.00
15	REMOVAL OF STORM SEWER	LF	116	$15.00	$1,740.00
16	PIPE APRON, RCP, 36 IN.	EA	1	$3,500.00	$3,500.00
17	STORM SEWER SERVICE STUB, PVC, 6 IN.	LF	165	$60.00	$9,900.00
18	SANITARY MANHOLE, SW-301, 48 INCH	EA	4	$7,500.00	$30,000.00
19	STORM MANHOLE, SW-401, 48 IN.	EA	6	$5,000.00	$30,000.00
20	STORM MANHOLE, SW-401, 60 IN.	EA	2	$5,500.00	$11,000.00
21	STORM MANHOLE, SW-401, 72 IN.	EA	2	$7,500.00	$15,000.00
22	STORM MANHOLE, SW-401, 84 IN.	EA	1	$10,000.00	$10,000.00
23	INTAKE, SW-501	EA	6	$5,000.00	$30,000.00
24	INTAKE, SW-505	EA	6	$6,500.00	$39,000.00
25	MANHOLE ADJUSTMENT, MINOR	EA	1	$1,500.00	$1,500.00
26	REMOVE MANHOLE	EA	4	$1,250.00	$5,000.00
27	REMOVE INTAKE	EA	2	$1,250.00	$2,500.00
28	PAVEMENT, PCC, 6 IN. REINFORCED	SY	2575	$65.00	$167,375.00
29	PAVEMENT, PCC, 7 IN. REINFORCED	SY	815	$67.50	$55,012.50
30	6 IN. PCC CURB AND GUTTER, 1.5' WIDTH	LF	2250	$55.00	$123,750.00
31	PAVEMENT, HMA, HIGH TRAFFIC, SURFACE COURSE, 1/2" MIX, 75% CRUSHED	TON	250	$110.00	$27,500.00
32	REMOVAL OF SIDEWALK	SY	605	$15.00	$9,075.00
33	REMOVAL OF DRIVEWAY	SY	210	$15.00	$3,150.00
34	SIDEWALK, PCC, 4 IN.	SY	490	$75.00	$36,750.00
35	SIDEWALK, PCC, 6 IN.	SY	170	$95.00	$16,150.00
36	DETECTABLE WARNING	SF	120	$50.00	$6,000.00
37	DRIVEWAY, PAVED, PCC, 6 IN.	SY	235	$65.00	$15,275.00
38	PAVEMENT REMOVAL	SY	3810	$17.50	$66,675.00
39	TEMPORARY TRAFFIC CONTROL	LS	1	$25,000.00	$25,000.00

40	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.2	$5,000.00	$1,000.00
41	SOD	SQ	105	$90.00	$9,450.00
42	SWPPP PREPARATION	LS	1	$2,500.00	$2,500.00
43	SWPPP MANAGEMENT	LS	1	$3,500.00	$3,500.00
44	FILTER SOCK, 9 IN. DIA	LF	2560	$3.50	$8,960.00
45	RIP RAP, CLASS D	TON	20	$150.00	$3,000.00
46	STABILIZED CONSTRUCTION ENTRANCE	SY	330	$25.00	$8,250.00
47	STABILIZED CONSTRUCTION ENTRANCE (MAINTENANCE)	TON	80	$75.00	$6,000.00
48	EROSION CONTROL MULCHING, HYDROMULCHING	AC	0.75	$5,000.00	$3,750.00
49	INLET PROTECTION DEVICE	EA	12	$150.00	$1,800.00
50	INLET PROTECTION DEVICE, MAINTENANCE	EA	12	$150.00	$1,800.00
51	CONSTRUCTION SURVEY	LS	1	$12,000.00	$12,000.00
52	MAINTENANCE OF GARBAGE, RECYLING, YARD WASTE, & MAIL SERVICE	LS	1	$3,500.00	$3,500.00
53	TEMPORARY PEDESTRIAN RESIDENTIAL ACCESS	LS	1	$7,500.00	$7,500.00
54	CONCRETE WASHOUT	LS	1	$5,000.00	$5,000.00

OPINION OF PROBABLE CONSTRUCTION COST: **$1,209,542.50**

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

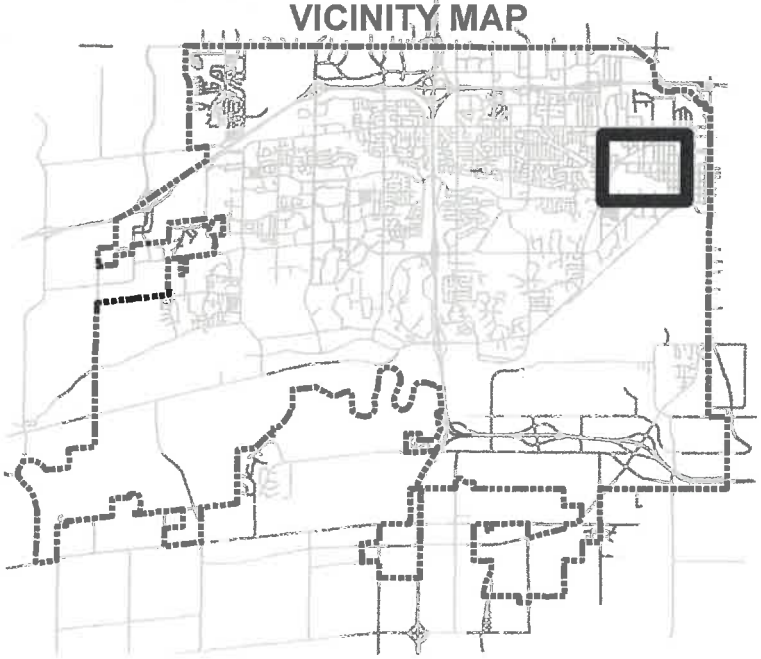
LICENSED PROFESSIONAL ENGINEER
CHARLES N. KAHLSDORF
23243
IOWA

12 FEB 2020

Charles N Kahlsdorf, P.E. **Date**

Reg. No. 23243

VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

2020 Street Reconstruction Program

LOCATION: **Exhibit "A"**

DRAWN BY: JDR	DATE: 7/25/2019	PROJECT NUMBER/NAME: 0510-001-2020	SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM:

Resolution - Ordering Construction
Human Services Improvements – Phase 2

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the Human Services Improvements – Phase 2 is $83,404.00. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Funds.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, March 11, 2020 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, March 16, 2020. The contract would be awarded on Monday, March 16, 2020 and work will begin shortly thereafter.

The project includes renovation of the reception and waiting areas of the Human Services Facility located at 139 6th Street. Improvements will also aid in improving security and visibility within the reception area. The project is anticipated to be completed from May 15 to June 30, 2020.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Ordering Construction of the Human Services Improvements – Phase 2.
- Fixing 2:00 p.m. on Wednesday, March 11, 2020 as the time and date for project Bid Letting.
- Ordering the City Clerk to publish notice of Letting and Public Hearing.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
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:

Human Services Improvements – Phase 2
Project No. 0510-050-2015

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

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

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish notice of hearing on the Plans and Specifications, Form of Contract, Bid Security and Estimate of Costs for said project to be held at 5:35 p.m. on Monday, March 16, 2020, with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on Wednesday, March 11, 2020.

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, March 11, 2020 and the results of said bids shall be considered at a meeting of this Council on Monday, March 16, 2020 at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED on this **17th** day of **February, 2020.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

OPN ARCHITECTS

City of West Des Moines
Human Services Phase 2 - Reception Remodel
Opinion of Probable Cost

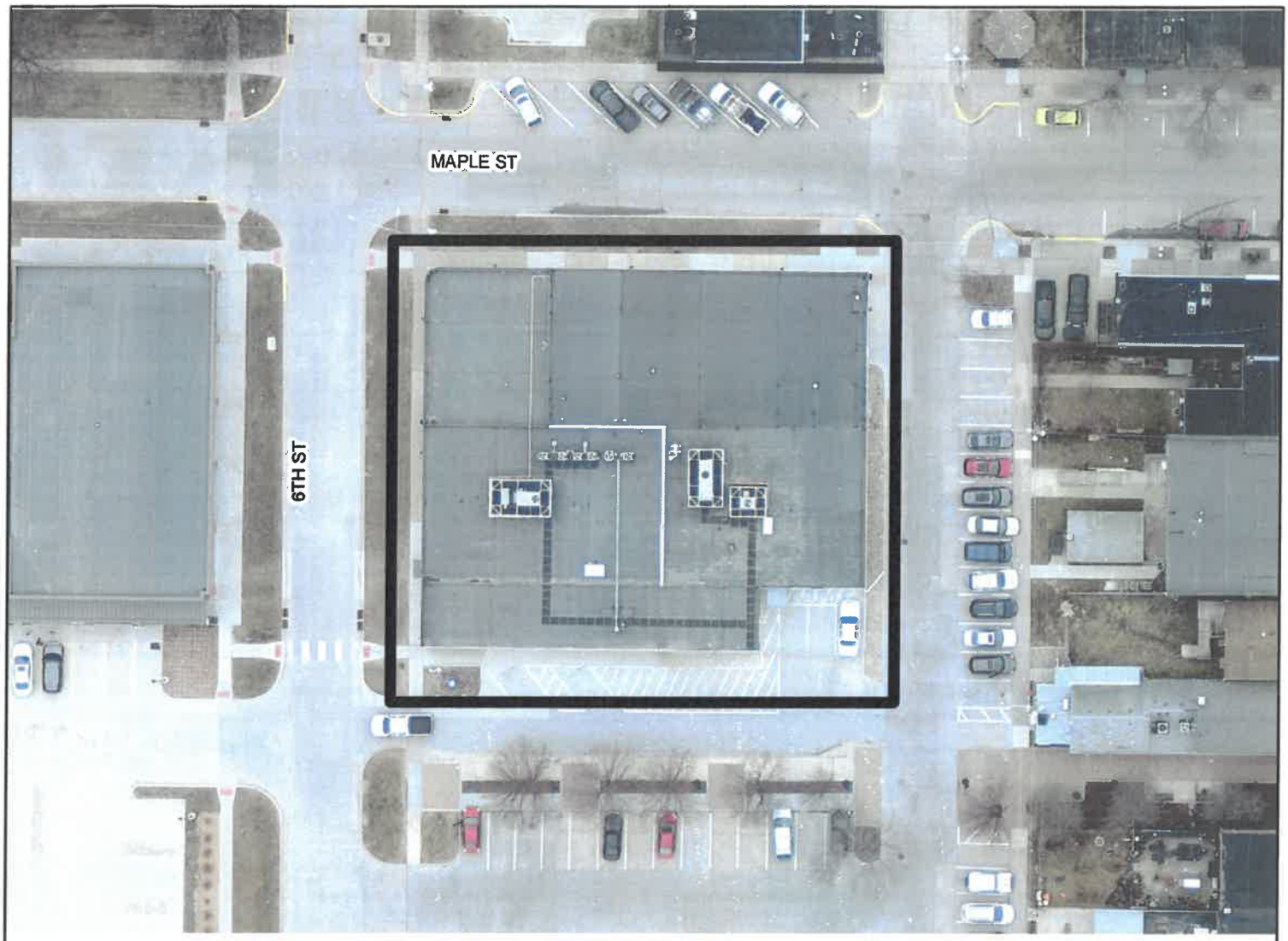
City Project No. 0510-050-2015 *OPN Project No. 19.8240.00*

2/10/2020

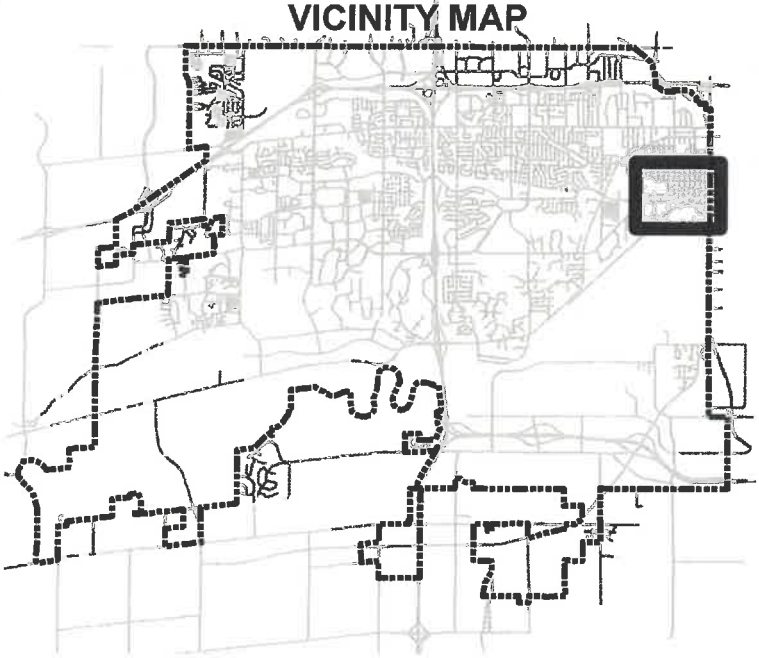
Construction Costs	*Base Bid*	*Alternates*
Base Bid	$83,404.00	
Alternates - None		N/A
Subtotal	**$83,404.00**	**$0.00**
Total (Base Bid plus all Alternates)		**$83,404.00**

2·11·20

LICENSED PROFESSIONAL ARCHITECT
RICHARD S. SEELY
02981
IOWA



VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

Human Services Improvements - Phase 2

LOCATION: 139 6th Street

DRAWN BY: JDR	DATE: 7/25/2019	PROJECT NUMBER/NAME: 0510-050-2015	SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM: Resolution - Order Construction and Notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Direct Advertisement of Bids – 2020 Court Improvements

FINANCIAL IMPACT: None at this time. The preliminary estimated cost of the base project is $1,161,300 with one add alternate estimated at $153,962. Expenses to be paid from G/L account 500.000.000.5250.490. Funding will be covered out of available funds ($770,710) and funding anticipated to be approved by the Council in FY 20-21 ($600,000), both from the Court Renovations project account (0510 068 2017). In addition, funding to cover parking lot curb repairs, ADA ramps and sidewalk connections related to the project will be covered out of available funds in FY 19-20 ($70,000) from Concrete Renovations in Parks (0510 069 2017). The total amount available for construction of this project is $1,440,710. Staff has also applied for a grant from the U.S. Tennis Association in an amount up to $40,000 which, if received, would offset the City's cost.

BACKGROUND: A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, March 11, 2020, and a Public Hearing on the project scheduled for 5:35 p.m. on Monday, March 16, 2020. The contract would be awarded on Monday, March 16, 2020, and work would begin shortly thereafter. This project is scheduled to be completed later in the fall of 2020.

This resolution is for the renovation of the tennis courts at Crossroads Park, and basketball & tennis courts at Wilson Park. The original 6-court tennis complex at Crossroads, and the courts at Wilson were constructed in the 1980's, and the playing surface of the courts has been resurfaced multiple times. The condition of the pavement (cracking), surrounding fencing (heaved footings), and nets are to the point of a major renovation. The project will include removal of existing courts, fencing, sidewalks and complete reconstruction of the courts. In addition, one add-alternate is included for removal & replacement of the basketball court at Meadowview Park.

As tennis courts in neighborhood parks are being newly installed, reconstructed, or resurfaced, they are being lined for pickleball. The reconstructed tennis court in Wilson Park will include lines for pickleball. Since Crossroads Park is a community park with tennis facilities used at a more competitive level, as well as for lessons, no pickleball lines will be installed there.

OUTSTANDING ISSUES: None.

RECOMMENDATION: That the Council approve the Resolution.

Lead Staff Member: David Sadler, Superintendent of Parks

STAFF REVIEWS

Department Director	Sally Ortgies, Director of Parks and Recreation
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

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:

2020 Court Improvements

is hereby ordered constructed according to the Plans and Specifications prepared by Shive Hattery 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 **Monday, March 16, 2020** with said notice published not less than four (4) days nor more than twenty (20) days prior to the date heretofore fixed.

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to publish Notice to Bidders for said project with publication not less than thirteen (13) days nor more than forty-five (45) days prior to the date for receiving bids. Said bids are to be filed prior to 2:00 o'clock p.m. on **Wednesday, March 11, 2020.**

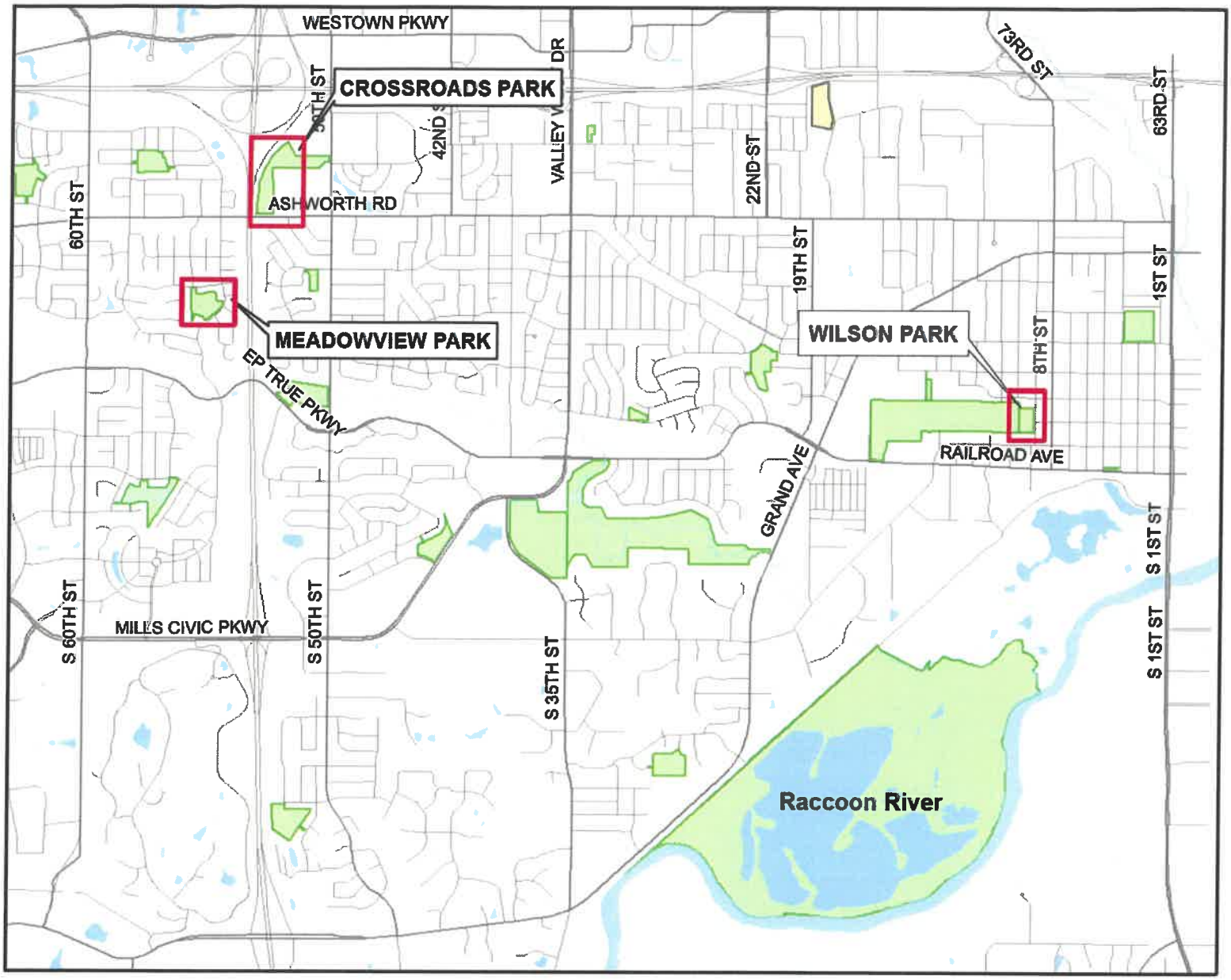
BE IT FURTHER RESOLVED, that bids received for construction of said improvements will be opened, publicly read and tabulated by the City Clerk, Deputy City Clerk, or City Clerk designee at 2:00 o'clock p.m. on **Wednesday, March 11, 2020** and the results of said bids shall be considered at a meeting of this Council on **Monday, March 16, 2020** at 5:35 p.m. and acted upon at said time, or such time as may then be fixed.

PASSED AND APPROVED this **17th** day of **February, 2020**.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk



VICINITY MAP

LEGEND

N

0 2,500 5,000 Feet

THE CITY OF WEST DES MOINES

PROJECT:	2020 COURT IMPROVEMENTS		
LOCATION:	CROSSROADS PARK, WILSON PARK & MEADOWVIEW PARK		
DRAWN BY: MAA	DATE: 2/12/2020	PROJECT NO.:	SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM:

Resolution - Accepting Work
2018 Sewer Cleaning & Televising Program

FINANCIAL IMPACT:

The total construction cost for the 2018 Sewer Cleaning & Televising Program was $55,858.35 which was paid from account no. 640.000.000.5250.490 with ultimate funding intended to come from Sewer Fee Revenues. The original cost of the project was $61,742.80. There was one (1) Change Order on the project that totaled ($5,884.45).

BACKGROUND:

Diversified Infrastructure Services was working under an agreement dated October 15, 2018 for construction services for the 2018 Sewer Cleaning & Televising Program. Work on this project included ongoing maintenance program to clean and televise sanitary sewer lines at various locations throughout the City's sanitary sewer collection system.

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

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Work for 2018 Sewer Cleaning & Televising Program.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING WORK

WHEREAS, on October 15, 2018, the City Council entered into a contract with Diversified Infrastructure Services of Fond du Lac, Wisconsin, for the following described public improvement:

2018 Sewer Cleaning & Televising Program
Project No. 0510-044-2018

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 February 17, 2020; and,

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

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is $55,858.35 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of $2,792.92, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

PASSED AND APPROVED on this **17th** day of **February, 2020**.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

Department of Engineering Services
4200 Mills Civic Pkwy, Ste 2D, PO Box 65320
West Des Moines, IA 50265-0320
(515) 222-3620 Fax (515) 273-0602

THE CITY OF West Des Moines

RETAINAGE

Contractor: **Diversified Infrastructure Services, Inc. (DIS)**
46 South Rolling Meadows Drive
Fond du Lac, WI 54937

Project Title	2018 Sewer Cleaning & Televising Program	
WDM Project File Number	0510-044-2018	
Purchase Order Number	2019-00000337	
Orig. Contract Amount & Date	$61,742.80	10/15/18
Estimated Completion Date	04/26/19	
Pay Period	4/12/19 to 2/3/20	
Pay Request Number	Retainage	
Date	03/23/20	

BID ITEMS

Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	TYPE A CLEANING - 6" SANITARY SEWER	LF	38	$ 0.90	$34.20	0	$0.00
1.2	TYPE A CLEANING - 8" SANITARY SEWER	LF	8,959	$ 0.90	$8,063.10	8,904	$8,013.60
1.3	TYPE A CLEANING - 10" SANITARY SEWER	LF	1,483	$ 0.90	$1,334.70	1,483	$1,334.70
1.4	TYPE A CLEANING - 12" SANITARY SEWER	LF	6,143	$ 0.90	$5,528.70	6,143	$5,528.70
1.5	TYPE A CLEANING - 15/16" SANITARY SEWER	LF	7,801	$ 1.10	$8,581.10	7,801	$8,581.10
1.6	TYPE A CLEANING - 24" SANITARY SEWER	LF	2,921	$ 1.25	$3,651.25	2,842	$3,552.50
1.7	TYPE A CLEANING - 36" SANITARY SEWER	LF	4,234	$ 1.25	$5,292.50	4,234	$5,292.50
1.8	TYPE A CLEANING - 42" SANITARY SEWER	LF	576	$ 2.25	$1,296.00	0	$0.00
1.9	TYPE C ROOT REMOVAL - 6" TO 10" SANITARY SEWER	LF	700	$ 0.60	$420.00	0	$0.00
1.10	TYPE C ROOT REMOVAL - 12" TO 16" SANITARY SEWER	LF	1,000	$ 0.60	$600.00	0	$0.00
1.11	TYPE C ROOT REMOVAL - 24" SANITARY SEWER	LF	200	$ 1.00	$200.00	0	$0.00
1.12	TELEVISING - 6" SANITARY SEWER	LF	38	$ 0.75	$28.50	0	$0.00
1.13	TELEVISING - 8" SANITARY SEWER	LF	8,959	$ 0.75	$6,719.25	8,904	$6,678.00
1.14	TELEVISING - 10" SANITARY SEWER	LF	1,483	$ 0.75	$1,112.25	1,483	$1,112.25
1.15	TELEVISING - 12" SANITARY SEWER	LF	6,143	$ 0.75	$4,607.25	6,143	$4,607.25
1.16	TELEVISING - 15/16" SANITARY SEWER	LF	7,801	$ 0.75	$5,850.75	7,801	$5,850.75
1.17	TELEVISING - 24" SANITARY SEWER	LF	2,921	$ 0.75	$2,190.75	2,842	$2,131.50
1.18	TELEVISING - 36" SANITARY SEWER	LF	4,234	$ 0.75	$3,175.50	4,234	$3,175.50
1.19	TELEVISING - 42" SANITARY SEWER	LF	576	$ 0.75	$432.00	0	$0.00
1.20	CUT PROTRUDING TRAPS	EA	3	$ 875.00	$2,625.00	0	$0.00
				TOTAL	$61,742.80		$55,858.35

MATERIALS STORED SUMMARY

			Description	# of Units	Unit Price	Extended Cost
			None			$0.00
					TOTAL	$0.00

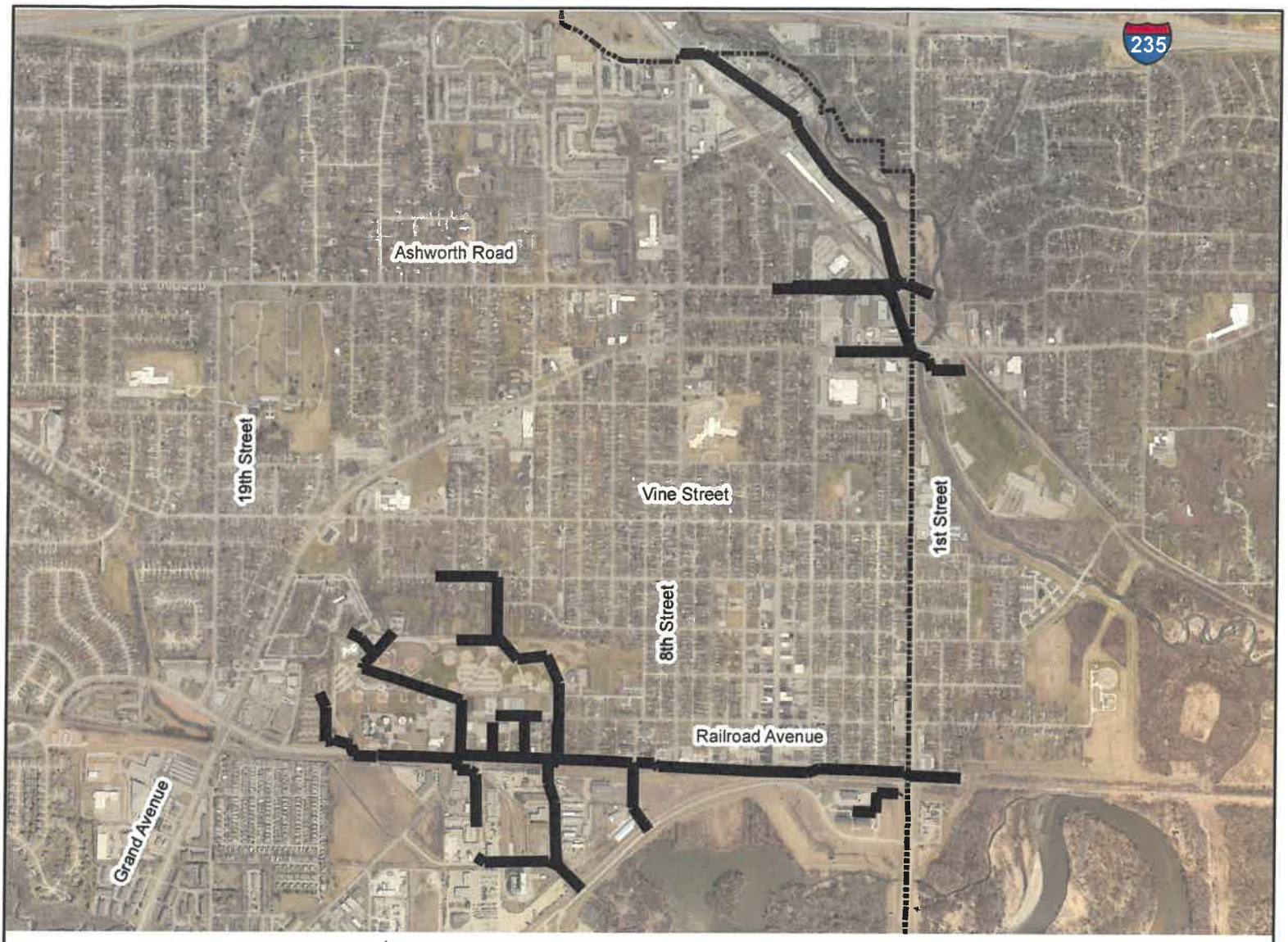
PAY REQUEST SUMMARY

	Total Approved	Total Completed
Contract Price	$61,742.80	$55,858.35
Approved Change Order 1	-$5,884.45	
Approved Change Order 2		$0.00
Revised Contract Price	$55,858.35	$55,858.35

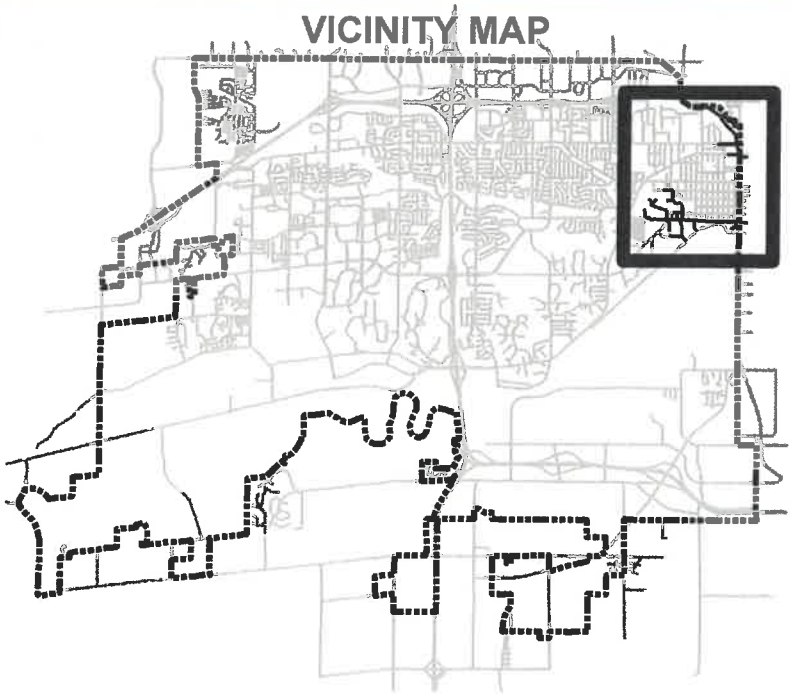
		Materials Stored	$0.00
		Retainage (5%)	$0.00
		Total Earned Less Retainage	$55,858.35
Total Previously Approved (list each)	Pay Request 1	$42,902.55	
	Pay Request 2	$7,925.13	
	Pay Request 3	$2,237.75	
	Pay Request 4		
	Pay Request 5		
	Pay Request 6		
		Total Previously Approved	$53,065.43
		Amount Due This Request	**$2,792.92**
		Percent Complete	100%
		Percent of Contract Period Utilized	100%

The amount $2,792.92 is recommended for approval for payment in accordance with the terms of the Contract

Contractor:	**Recommended By:**	**Checked By:** CJC JMB
Diversified Infrastructure Services	**AECOM**	**City of West Des Moines**
Signature:	Signature:	Signature:
Name: Jon Gruber	**Name: Todd L. Allyn, P.E.**	**Name: Brian J. Hemesath, P.E.**
Title: President	**Title: Project Manager**	**Title: City Engineer**
Date:	Date:	Date: 2·12·20



VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

2018 Sewer Cleaning and Televising Program

LOCATION: Various Locations

DRAWN BY: RLC	DATE: 9/12/2018	PROJECT NUMBER/NAME: 0510-044-2018	SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM:

Resolution - Accepting Work
Intersection Improvements – Mills Civic Parkway & South Jordan Creek Parkway and Coachlight Drive & South Jordan Creek Parkway

FINANCIAL IMPACT:

The total construction cost for the Intersection Improvements – Mills Civic Parkway & South Jordan Creek Parkway and Coachlight Drive & South Jordan Creek Parkway was $214,068.58 which was paid from account no. 500.000.000.5250.490 with ultimate funding intended to come from Jordan Creek Urban Renewal TIF. The original cost of the project was $220,484.75. There were two (2) Change Orders on the project that totaled ($6,416.17).

BACKGROUND:

Henriksen Contracting, LLC was working under an agreement dated May 29, 2018 for construction services for the Intersection Improvements – Mills Civic Parkway & South Jordan Creek Parkway and Coachlight Drive & South Jordan Creek Parkway. Work on this project included construction of dedicated right-turn lanes at two major intersections to improve traffic congestion. A westbound right-turn lane was constructed along Mills Civic Parkway at the intersection of South Jordan Creek Parkway. A southbound right-turn lane was constructed along South Jordan Creek Parkway at the intersection of Coachlight Drive. Turn lane construction included modifications to the existing storm sewer, traffic signal modifications, sidewalk reconstruction, and surface restoration.

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

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Accepting Work for Intersection Improvements – Mills Civic Parkway & South Jordan Creek Parkway and Coachlight Drive & South Jordan Creek Parkway.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING WORK

WHEREAS, on May 29, 2018, the City Council entered into a contract with Henriksen Contracting, LLC of Grimes, Iowa, for the following described public improvement:

Intersection Improvements – Mills Civic Parkway & South Jordan Creek Parkway and Coachlight Drive & South Jordan Creek Parkway
Project No. 0510-077-2017

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 February 17, 2020; and,

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

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the City Engineer is hereby approved and said public improvement is accepted as having been substantially completed in accordance with plans and specifications and the total final construction cost of said improvement is $214,068.58 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of $10,703.43, which includes retainage for the project, no sooner than 30 days subject to the Contractor satisfying all the conditions of the contract.

PASSED AND APPROVED on this **17th** day of **February, 2020**.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

Department of Engineering Services
4200 Mills Civic Pkwy, Ste 2E, PO Box 65320
West Des Moines, IA 50265-0320
(515) 222-3475 Fax (515) 273-0603

THE CITY OF West Des Moines

RETAINAGE

Contractor: Henriksen Contracting, LLC
4154 SE Capitol Circle
Grimes, IA 50111

Project Title	Mills Civic Parkway/South Jordan Creek Parkway and South Jordan Creek Parkway/Coachlight Drive Intersection Improvements	
WDM Project File Number	0510-077-2017	
Purchase Order Number	2018-00000842	
Orig. Contract Amount & Date	$220,484.75	~~05/23/18~~ 05/29/18
Estimated Completion Date	09/28/18	
Pay Period	2/3/20 to 02/17/20	
Pay Request Number	Retainage	
Date	03/16/20	

BID ITEMS

Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
2.1	Class 10 Excavation	CY	362.00	$27.50	$9,955.00	362.00	$9,955.00
2.2	Special Backfill	TON	425.00	$27.50	$11,687.50	379.45	$10,434.88
4.1	Storm Sewer, Trenched, RCP, 15"	LF	24.00	$150.00	$3,600.00	24.50	$3,675.00
6.1	Manhole Type SW-402 (Top Only)	EACH	2.00	$3,000.00	$6,000.00	2.00	$6,000.00
6.2	Manhole Type SW-503 Modified (Top Only)	EACH	1.00	$3,000.00	$3,000.00	1.00	$3,000.00
6.3	Intake Type SW-501	EACH	2.00	$3,000.00	$6,000.00	2.00	$6,000.00
6.4	Intake Type SW-505	EACH	1.00	$5,250.00	$5,250.00	1.00	$5,250.00
6.5	Removal of Existing Structure (Top Only)	EACH	3.00	$1,500.00	$4,500.00	3.00	$4,500.00
7.1	Pavement, PCC, 9 In. Reinforced	SY	1,325.00	$59.00	$78,175.00	1,290.00	$76,110.00
7.2	Removal of Sidewalk	SY	116.00	$20.00	$2,320.00	114.60	$2,292.00
7.3	Shared Use Path, Reinforced PCC, 6"	SY	10.00	$52.00	$520.00	12.85	$668.20
7.4	Sidewalk, PCC, 4"	SY	22.00	$37.50	$825.00	19.50	$731.25
7.5	Sidewalk, PCC, 6"	SY	92.00	$42.00	$3,864.00	54.50	$2,289.00
7.6	Detectable Warning	SF	52.00	$34.50	$1,794.00	19.00	$655.50
7.7	Removal of Pavement	SY	165.00	$21.50	$3,547.50	135.00	$2,902.50
7.8	Curb and Gutter Removal	LF	800.00	$12.00	$9,600.00	763.00	$9,156.00
8.1	Traffic Signal Modification	LS	1.00	$26,000.00	$26,000.00	1.00	$26,000.00
8.2	Painted Pavement Markings, Durable	STA	5.13	$475.00	$2,436.75	5.03	$2,389.25
8.3	Painted Symbols and Legends, Durable	EACH	6.00	$325.00	$1,950.00	6.00	$1,950.00
8.4	Traffic Control	LS	1.00	$20,000.00	$20,000.00	1.00	$20,000.00
9.1	Sod	SQ	88.00	$95.00	$8,360.00	93.00	$8,835.00
9.2	Filter Sock, 8"	LF	1,000.00	$2.50	$2,500.00	413.00	$1,032.50
9.3	Filter Sock Removal	LF	1,000.00	$0.50	$500.00	413.00	$206.50
9.4	Erosion Control Mulching, Hydromulching	ACRE	0.20	$2,000.00	$400.00	0.20	$400.00
9.5	Inlet Protection Device, Drop-In	EACH	3.00	$250.00	$750.00	1.00	$250.00
9.6	Inlet Protection Device, Maintenance	EACH	6.00	$75.00	$450.00		$0.00
11.1	Construction Survey	LS	1.00	$6,000.00	$6,000.00	1.00	$6,000.00
11.2	Concrete Washout	LS	1.00	$500.00	$500.00	1.00	$500.00
	ITEMS ADDED BY CHANGE ORDER						
12.1	Cold Weather Protection	SY	1,594.00	$1.50	$2,391.00	1,594.00	$2,391.00
12.2	Painted Pavement Markings, Temporary	STA	3	$165.00	$495.00	3.00	$495.00
				TOTAL	$223,370.75		$214,068.68

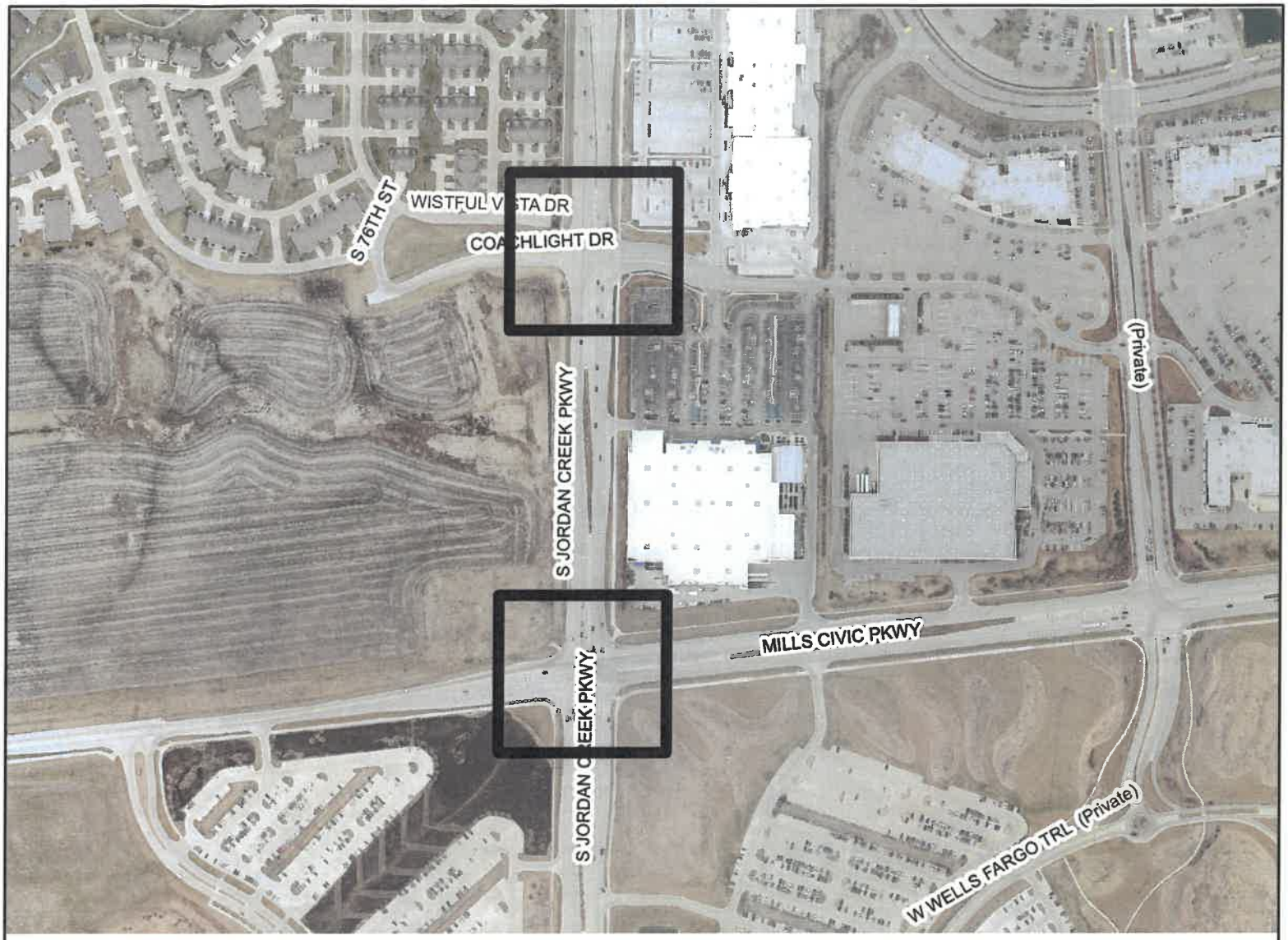
MATERIALS STORED SUMMARY

			Description	# of Units	Unit Price	Extended Cost
			None			$0.00
						$0.00
					TOTAL	$0.00

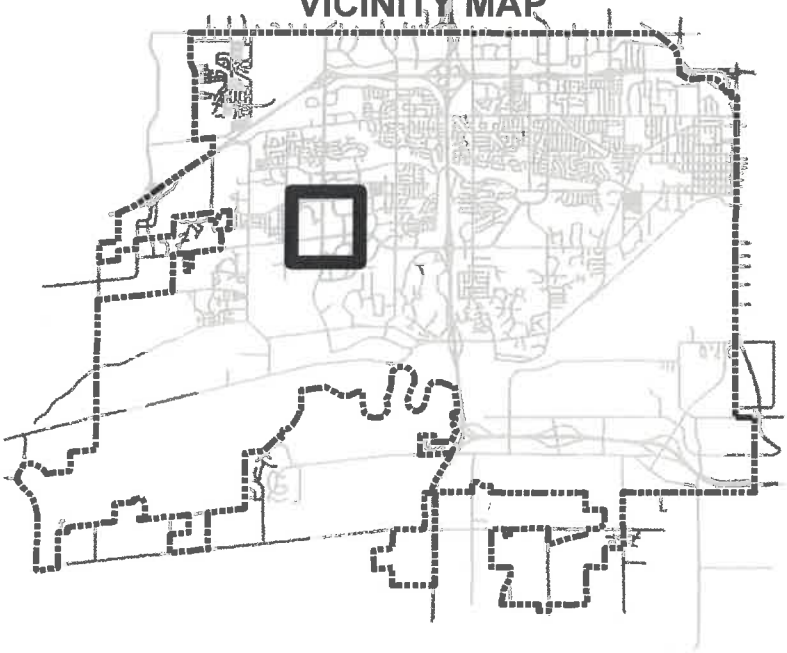
PAY REQUEST SUMMARY			
		Total Approved	Total Completed
	Contract Price	$220,484.75	$211,677.58
	Approved Change Order 1	$2,391.00	$2,391.00
	Approved Change Order 2	-$8,807.17	
	Revised Contract Price	$214,068.58	$214,068.58
		Materials Stored	$0.00
		Retainage (5%)	$0.00
		Liquidated Damages	$0.00
		Total Earned Less Retainage & Liquidated Damages	$214,068.58
Total Previously Approved (list each)	Pay Request 1	$54,930.31	
	Pay Request 2	$13,204.33	
	Pay Request 3	$23,583.02	
	Pay Request 4	$82,818.53	
	Pay Request 5	$11,098.20	
	Pay Request 6	$11,062.14	
	Pay Request 7	$5,144.26	
	Pay Request 8	$1,524.37	
		Total Previously Approved	$203,365.15
		Amount Due This Request	**$10,703.43**
		Percent Complete	100%
		Percent of Contract Period Utilized	100%

The amount $10,703.43 is recommended for approval for payment in accordance with the terms of the Contract

Contractor:	Recommended By:	Checked By: CJC JMS
Henriksen Contracting, LLC	Snyder & Associates, Inc.	City of West Des Moines
Signature:	Signature:	Signature:
Name: Charlie Henriksen	Name: Gabriel Nelson, P.E.	Name: Brian J. Hemesath, P.E.
Title: Chairman/Owner	Title: Project Engineer	Title: City Engineer
Date:	Date:	Date: 2.12.20



VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

Intersection Improvements

LOCATION: **Mills Civic Pkwy & S Jordan Creek Pkwy, Coachlight Dr & S Jordan Creek Pkwy**

DRAWN BY: JDR	DATE: 07/21/2017	PROJECT NUMBER : 0510-077-2017 SUBDIVISION NAME:	SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM: Resolution – Approval of 28E Intergovernmental Agreement with the Des Moines Metropolitan Wastewater Reclamation Authority for Sugar Creek Bank Stabilization Phase 1

FINANCIAL IMPACT: The installation and maintenance costs will be the responsibility of the Des Moines Metropolitan Wastewater Reclamation Authority pursuant to the 28E Agreement.

SYNOPSIS: The City of West Des Moines and the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA") have negotiated a 28E Agreement for the purpose of accessing, constructing, establishing, maintaining and conserving a sustainable and natural stream corridor to support stream stability, water quality and ecological functions along Sugar Creek from Stagecoach Drive to Booneville Road in West Des Moines. Pursuant to the 28E Agreement, the City is obligated to convey to the WRA a Permanent Access, Maintenance and Conservation Easement and an Ingress/Egress Easement. The WRA will install the bank stabilization improvements and maintain the improvements for a period of twenty (20) years from completion and acceptance of project.

RECOMMENDATION: City staff recommends adopting Resolution approving the 28E Intergovernmental Agreement between the City of West Des Moines and Des Moines Metropolitan Wastewater Reclamation Authority.

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	None		
Date Reviewed			
Recommendation			

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF 28E INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF WEST DES MOINES AND THE DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY

WHEREAS, the City of West Des Moines (West Des Moines) and the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) desire to enter into an agreement under the provisions of Chapter 28E of the Code of Iowa, whereunder the WRA will construct, establish, and maintain for a period of twenty (20) years a riparian buffer with permanent vegetative cover and other stream corridor improvements along Sugar Creek in West Des Moines in an effort to support stream stability, water quality and ecological functions in West Des Moines; and

WHEREAS, under Chapter 28E of the Code of Iowa, West Des Moines agrees to formalize its responsibilities by entering into a 28E Agreement with the WRA for the WRA Sugar Creek Improvements Phase 1 Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the Iowa Code Chapter 28E Intergovernmental Agreement between the City of West Des Moines and the Des Moines Metropolitan Wastewater Reclamation Authority pertaining to The WRA Sugar Creek Improvements Phase 1 Project, 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 is herewith authorized.

PASSED AND APPROVED on the 17th day of February, 2020.

_____ Attest:_____

Steven K. Gaer, Mayor Ryan T. Jacobson, City Clerk

28E AGREEMENT BETWEEN THE CITY OF WEST DES MOINES, IOWA AND THE DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY FOR AGREEMENT FOR CONSERVATION ON WRA SUGAR CREEK PHASE-1 IMPROVEMENTS PROJECT

This Agreement is entered by and between the City of West Des Moines, Iowa, a municipal corporation, hereinafter referred to as CITY and the Des Moines Metropolitan Wastewater Reclamation Authority, a political subdivision organized under Chapters 28E and 28F of the Iowa Code, hereinafter referred to as WRA.

WHEREAS, the WRA will be acquiring two easements for conservation (hereinafter collectively "Easements") within certain real estate located along Sugar Creek between Booneville Road and Stagecoach Drive and locally known as a part of Outlot 'BB' and a part of District/Parcel 690000/1622176001 (hereinafter "Area 1") and locally known as a part of Outlot 'B' and a part of District/Parcel 690000/1622176016 (hereinafter "Area 2"), West Des Moines, Iowa, and both legally described as follows, as further depicted on the exhibit attached hereto as "WRA Access/Maintenance Exhibit – Project Area":

AREA 1 – EASEMENT FOR CONSERVATION
A PART OF OUTLOT 'BB', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID OUTLOT 'BB'; THENCE NORTH 00°37'23" EAST ALONG THE WEST LINE OF SAID OUTLOT 'BB', 142.30 FEET; THENCE NORTH 00°38'12" EAST CONTINUING ALONG SAID WEST LINE, 1047.87 FEET; THENCE SOUTH 89°56'09" EAST, 150.00 FEET; THENCE SOUTH 22°58'45" EAST, 231.84 FEET; THENCE SOUTH 29°42'58" WEST, 267.21 FEET; THENCE SOUTH 00°38'12" WEST, 311.96 FEET; THENCE SOUTH 50°57'15" EAST, 282.43 FEET; THENCE SOUTH 00°00'00" WEST, 135.79 FEET TO THE SOUTH LINE OF SAID OUTLOT 'BB'; THENCE SOUTH 70°35'30" WEST ALONG SAID SOUTH LINE, 357.44 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 223,728 SQUARE FEET OR 5.14 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AREA 2 – EASEMENT FOR CONSERVATION
OUTLOT "B", KINGS LANDING PLAT 2, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.

(hereinafter collectively "Easement Area"); and

WHEREAS, the WRA needs the Easement Area for the purpose of the WRA Sugar Creek Improvements – Phase 1 Project (hereinafter "Project"), which Project shall include constructing, establishing, maintaining, and conserving a sustainable and natural stream corridor that supports

stream stability, water quality, and ecological functions, particularly including a riparian buffer with permanent vegetative cover and other stream corridor improvements; and

WHEREAS, for Area 1, the WRA will acquire the easement on a voluntary basis in order to complete the Project; and

WHEREAS, for Area 2, the CITY wishes to grant an easement to the WRA to allow the WRA to complete the Project; and

WHEREAS, upon completion of the Project, including twenty (20) years of maintenance of the Project improvements by the WRA, the WRA shall release the easement for Area 2 and assign all rights in the easement for Area 1 to the CITY; and

WHEREAS, granting the easement for Area 2 to the WRA to allow the WRA to complete the Project will not adversely affect the use of adjoining real estate by the CITY for municipal purposes.

NOW, THEREFORE, the WRA and the CITY (hereinafter collectively "the Parties") hereby agree as follows:

1. Purpose of Agreement. Pursuant to Chapter 28E of the 2019 Code of Iowa, the Parties have entered into this Agreement to set forth the terms by which the WRA will acquire the Easements for the Project, and the WRA will release all rights as to Area 2 and will assign all rights in the easement as to Area 1 to the CITY upon completion of the Project, which shall include twenty (20) years of maintenance by the WRA. This Agreement is a voluntary undertaking by the parties.

2. Effective Date. The parties agree that this Agreement shall be effective, after its approval by the respective governing bodies of the CITY and the WRA, upon execution by the parties and its filing with the Iowa Secretary of State.

3. Administration. The parties hereby agree that the WRA Director shall be designated as administrator for purposes of this Agreement as provided by Section 28E.6 of the Code of Iowa, that the WRA Director shall administer this Agreement on behalf of the WRA and the West Des Moines City Manager shall administer this Agreement on the behalf of the CITY. No separate entity or joint board is created by this Agreement.

4. Duration. This Agreement shall remain in effect for a fixed term from the execution of this Agreement by the CITY until such time as the WRA both assigns its interest in Area 1 to the CITY and releases its interest in Area 2, or until terminated prior to the end of this fixed term as provided for herein below.

5. Acquisition of Easement.

   A. Property Interests Required by WRA. The WRA shall acquire the easement for Area 1 and grant the easement for Area 2. The Easements shall be in a form that meets all State

Revolving Fund (hereinafter "SRF") requirements and has been reviewed and approved in writing by both the WRA and the SRF. The easement for Area 1 shall also include a statement that the easement may be assigned to the CITY at the conclusion of the Project.

B. Title. Prior to accepting the easement to Area 2, the CITY shall provide evidence of ownership of all property interests to be granted or assigned to the WRA by virtue of an attorney opinion(s) provided to the WRA by the CITY, along with a copy of each recorded easement, deed, or other basis for ownership. The attorney opinions shall opine that CITY has title to and ownership of the easement area for Area 2. WRA shall not accept the Easements until the WRA, in its sole discretion is satisfied the Easements have been acquired from the correct titleholders and the Easements are in a form acceptable to the WRA to allow the WRA to construct and maintain the Project.

C. Conveyance of the Easement. For Area 2, the CITY shall convey an easement to the WRA for all rights reasonably necessary for the WRA to complete the Project. Completion of the Project shall include construction of the Project and twenty (20) years of maintenance from the time construction is completed. Upon completion of the Project, the WRA shall assign all its rights in the easement for Area 1 to the CITY and shall release its easement for Area 2.

6. Easement Terms and Conditions. The parties hereby agree the Easements shall include but not be limited to the following minimum terms and conditions:

A. Erection of Structures Prohibited. Except the Project improvements, the parties, including the fee title owner of Area 1, shall not erect any structure over or within Easement Area that is reasonably likely to substantially obstruct or impede the normal flow of surface water over the Easement Area. The WRA understands the City intends, pursuant to a different easement, to construct a bike trail and associated improvements within the Easement Area in the future and hereby acknowledges said bike trail and associated improvements shall not be a violation of this provision so long as said bike trail and associated improvements are not detrimental to the function of the Project and the natural floodplain.

B. Plantings Prohibited. Except the Project improvements, the parties, including the fee title owner of Area 1, shall not plant trees or shrubs within any part of Easement Area which are reasonably likely to materially obstruct or impede the normal flow of surface water over the Easement Area. In no event shall any planting inconsistent with the native species for the geographic region be allowed within the Easement Area.

C. Obstructions Prohibited. Except the Project improvements, the parties, including the fee title owner of Area 1, shall not erect or cause to be placed on the Easement Area any structure, material, device, thing or matter which are reasonably likely to obstruct or impede the normal flow of surface water over the Easement Area.

D. Change of Grade Prohibited. Except the Project improvements, the parties, including the fee title owner of Area 1, shall not change the grade, elevation or contour of any

part of the Easement Area without obtaining the prior written consent of the WRA Director, which consent shall not be unreasonably delayed or denied.

E. Row Crops Prohibited. The parties, including the fee title owner of Area 1, shall not perform row crop production within the Easement Area.

F. Dumping Prohibited. The parties, including the fee title owner of Area 1, shall not dump refuse, waste, sewage, or other debris within the Easement Area.

G. Alterations Prohibited. The parties, including the fee title owner of Area 1, shall not make any alterations to the Easement Area that conflict with the purpose of this Agreement, including any actions, intentional or accidental, that would adversely impact the established riparian best management practices or stability of the stream channel. The CITY and CITY's successors and assigns and the fee title owner of Area 1 and its successors and assigns shall be responsible to mitigate all adverse impacts caused by their actions.

H. Right of Access. WRA, its agents, contractors, employee and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. The Easements allow WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities reasonably related to or reasonably necessary for the construction, reconstruction, repair, conservation, or maintenance of the Easement Area. This right of access shall begin on the date that the WRA accepts the easements. Prior to performing any work in the Easement Area, the WRA shall give the CITY thirty (30) days notice. Any closures of any future trails in the Easement Area shall be coordinated with the CITY to minimize the time the trail is closed.

I. Maintenance. The objective of the Easements is to reduce creek bank erosion and improve water quality through the preservation of a deep-rooted vegetated stream buffer. Unless approved in writing by the WRA Director, the CITY and CITY's successors and assigns and the fee title owner of Area 1 and its successors and assigns shall not mow, fertilize, or otherwise maintain the immediate streambank area located within the Easement Area. The WRA and assigns shall be allowed to engage in all activities reasonably necessary to maintain the immediate streambank area located within the Easement Area. The WRA shall bear the responsibility to maintain the streambank erosion control improvements included in the Project for a period of twenty (20) years, commencing when construction of the Project has been completed. The WRA shall perform routine inspections and monitoring of the Project improvements.

J. Wetlands Mitigation. The Easement Area contains some existing wetland area. The WRA will be responsible for mitigation of any wetland area that is disturbed as part of the Project.

K. Approval by the WRA Board. The Easements shall not be binding until they have received final approval and acceptance by the WRA Board by Resolution which approval and acceptance shall be noted on this Agreement by the WRA Board.

L. Restoration of the Easement Area. Upon completion of the initial installation of the Project improvements, the WRA shall promptly restore and grade the Easement Area pursuant to the attached grading plans, which may be altered by the CITY as may be required by on-site conditions after the installation of the Project improvements. See Exhibit "A". Upon completion of initial installation of the Project improvements, the WRA shall seed the Easement Area with weed free, full vegetative coverage of all the disturbed area. The WRA shall also plant and maintain for one (1) year landscaping as indicated in the attached Exhibit "B". The WRA shall restore to the reasonable satisfaction of the CITY any subsequent damage to the Easement Area directly caused by the WRA, its employees, or its contractors within a reasonable time after the damages are incurred, following written notice to the WRA.

M. Security. The WRA agrees that it will provide any and all security measures reasonably necessary for the Easement Area during the course of any work.

N. Conservation. The Easement Area shall be dedicated and maintained as open space for the conservation of natural floodplain functions for at least the duration of the Project, including twenty (20) years of maintenance. The WRA understands the City intends, pursuant to a separate easement in Area 1 and on its own property in Area 2, to construct a bike trail and associated improvements within the Easement Area in the future and hereby acknowledges said bike trail and associated improvements shall not be a violation of this provision so long as said bike trail and associated improvements are not detrimental to the function of the Project and the natural floodplain.

7. Insurance.

A. Definition of WRA for Part 6. For purposes of Part 7 of this Agreement, the term "WRA" shall mean the Des Moines Metropolitan Wastewater Reclamation Authority and its Operating Contractor, the City of Des Moines, Iowa, including their respective elected and appointed officials, employees and volunteers.

B. Insurance Requirements. The CITY and the WRA shall, respectively, purchase and maintain the following insurance coverages throughout the duration of this Agreement. Said insurance shall be provided by an insurance company(ies) or an insurance equivalent provided by a local governmental risk pool pursuant to Section 670.7 of the Iowa Code, "admitted" and "nonadmitted" to do business in the State of Iowa, having no less than an A.M. Best Rating of "B+" or equivalent Demotech rating. A self-insurance/excess insurance program may satisfy these requirements if approved by the other Party. The WRA may, from time to time, review the insurance requirements of this Agreement and require reasonable changes as deemed necessary to protect the CITY and the WRA from loss.

1) Worker's Compensation & Employer's Liability Insurance: Worker's Compensation Insurance, including *Employer's Liability Coverage*, in accordance with all applicable statutes of the State of Iowa. The coverage limits for Employer's Liability Insurance shall be $500,000 each accident for Bodily Injury by Accident, $500,000 each accident for Bodily Injury by Disease, and $500,000 policy limit for Bodily Injury by Disease.

2) Commercial General Liability Insurance: Commercial General Liability insurance on a per occurrence basis with limits of liability not less than $2,000,000 per occurrence and/or aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Premises and Operations, (b) Products and Completed Operations, (c) Personal and Advertising Injury and (d) Explosion, Collapse and Underground (XCU). Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 or any subsequent ISO equivalent or a non-ISO equivalent form).

3) Automobile Liability Insurance: Automobile Liability Insurance with limits of liability of not less than $2,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4) Umbrella/Excess Insurance: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis. If the Umbrella/Excess Liability Insurance policy does not follow the form of the primary policy(ies), it shall include the same endorsements as required of the primary policy(ies).

5) Directors & Officers or Public Officials Liability Insurance: Directors and Officers or Public Officials Liability Insurance with limits of liability of not less than $1,000,000 per loss and $1,000,000 aggregate per policy period all losses.

6) Governmental Immunity: Liability insurance policies shall include an endorsement that preserves governmental immunity granted under Code of Iowa Section 670.4 by stating that the purchase of the liability insurance and including the WRA as an Additional Insured shall not waive any of the defenses of governmental immunity available to the City or WRA under Code of Iowa Section 670.4 as it now exists or as it may be amended from time to time and that the insurance policy only covers those claims not subject to the defense of governmental immunity under Code of Iowa Section 670.4 and the policy shall not deny any of the rights and benefits accruing to the City or WRA under the policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City or WRA.

7) Cancellation & Material Change Endorsement: The insurance policies shall include a thirty (30) day advance written notification of Cancellation, forty-five (45) days advance written notification of Nonrenewal and ten (10) days advance written notification for cancellation due to nonpayment.

8) Proof of Insurance: The CITY and the WRA shall, respectively, submit to the other, a Certificate(s) of Insurance demonstrating compliance with the above insurance requirements. A letter of self-insurance may be submitted in lieu of a Certificate of Insurance if the limits of self-insurance are equal to or exceed those required above.

C. Waiver of Subrogation. To the extent permitted by law, the WRA and the CITY hereby release one another, their respective elected and appointed officials, its agents, employees and volunteers and other working on their behalf, from and against any and all liability or responsibility to each other or anyone claiming through or under the others by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage arising out of this Agreement. The policies of insurance of each shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of each to recover thereunder.

8. Federal, State, and Local Laws for Construction. The WRA shall follow all applicable federal, state, and local laws and regulations for the construction of the Project.

9. Notices. All notices which the parties are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereinafter provided. Mailed notices shall be deemed to be received by the Party to whom directed when they are postmarked. Such notices shall be delivered or mailed to the following persons at the addresses listed:

Notices to the WRA:
WRA Director
3000 Vandalia Road
Des Moines, Iowa 50317

Notices to CITY:
City Manager, City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265

10. Declaration of Default and Notice. In the event that either party determines that the other has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred and given notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of this Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have thirty (30) days from the date of its receipt of the notice of default to correct the default. If an end of said thirty-day period the default has not, in the opinion of the aggrieved party, been corrected, and if such default shall constitute a material breach of this Agreement, that party may then take action it

determines necessary or appropriate to enforce or obtain performance of the provisions of this Agreement.

12. Remedies. In addition to any other remedies available under applicable law, the WRA and CITY shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Agreement.

13. Amendment of Agreement. This Agreement may be amended only by written agreement signed by both parties.

14. Assignment of Agreement. Neither party may assign this Agreement to a third party without the written consent of the other party.

15. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create in any third party, or in favor of any third party, any right(s), license(s), power(s), or privilege(s).

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

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

18. Entire Agreement. This Agreement represents the entire agreement between the WRA and the CITY regarding this matter. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum to this Agreement.

19. Execution of Agreement. This Agreement shall be executed in two counterparts, each of which so executed shall be deemed to be an original.

DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY

By: _____
Tim Moerman, Chair

Attest: _____
Sara Kurovski, Secretary

Approved as to Form:

_____
Lisa A. Wieland, Attorney for WRA's Operating Contractor

STATE OF IOWA)
)
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tim Moerman and Sara Kurovski, to me personally known, and, who, being by me duly sworn, did say that they are the Chair and Secretary, respectively of the DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY, a legal entity created and existing under the laws of the State of Iowa; that the seal affixed to the foregoing instrument is the seal of said Authority, and that the instrument was signed and sealed on behalf of said Authority, by authority of its Board, and said Chair and Secretary acknowledged the execution of the instrument to be the free act and deed of said Authority by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY OF WEST DES MOINES, IOWA

By: _____
Steven K. Gaer, Mayor

Attest: _____
Ryan T. Jacobson, City Clerk

Approved as to Form:

_____
West Des Moines City Attorney's Office

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Iowa, personally appeared Steven K. Graer 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 of the City of West Des Moines, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

Index Legend	
City:	West Des Moines
County:	Dallas County
Parcel ID:	Ex: 1622176001
Description:	Pt Outlot "BB", Corrected Michaels Landing & Outlot "B", King's Landing Plat 2
Proprietor:	Michaels Landing Owners Association: Outlot "BB" City of West Des Moines: Outlot "B"
Surveyor:	Erin D. Griffin
Company:	Snyder & Associates, Inc.
Return To:	2727 SW Snyder Boulevard Ankeny, IA 50023 | (515) 964-2020

PERMANENT ACCESS/MAINTENANCE EASEMENT BEING CONVEYED TO THE DES MOINES WASTEWATER RECLAMATION AUTHORITY
SUGAR CREEK BANK STABILIZATION - PHASE 1
WRA ACTIVITY IO 07-2020-001

AREA 1 PROPERTY OWNER:

MICHAEL'S LANDING OWNERS ASSOCIATION
5550 WILD ROSE LN SUITE 400
WEST DES MOINES, IA 50266-5304

AREA 1 LEGAL DESCRIPTION:

A PART OF OUTLOT 'BB', CORRECTED MICHAEL'S LANDING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID OUTLOT 'BB'; THENCE NORTH 00°37'23" EAST ALONG THE WEST LINE OF SAID OUTLOT 'BB', 142.30 FEET; THENCE NORTH 00°38'12" EAST CONTINUING ALONG SAID WEST LINE, 1047.87 FEET; THENCE SOUTH 89°56'09" EAST, 150.00 FEET; THENCE SOUTH 22°58'45" EAST, 231.84 FEET; THENCE SOUTH 29°42'58" WEST, 267.21 FEET; THENCE SOUTH 00°38'12" WEST, 311.96 FEET; THENCE SOUTH 50°57'15" EAST, 282.43 FEET; THENCE SOUTH 00° 00'00" WEST, 135.79 FEET TO THE SOUTH LINE OF SAID OUTLOT 'BB'; THENCE SOUTH 70°35'30" WEST ALONG SAID SOUTH LINE, 357.44 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 223,728 SQUARE FEET OR 5.14 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

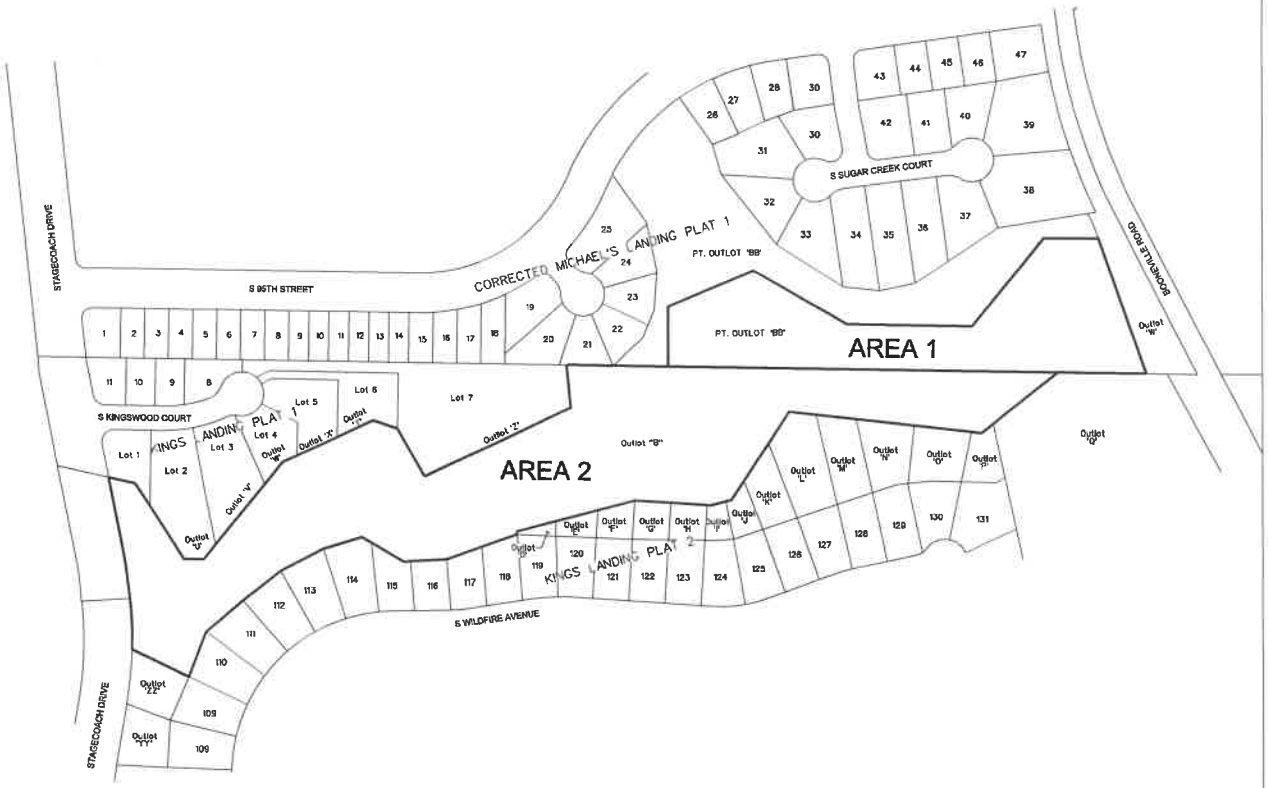
FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

AREA 2 PROPERTY OWNER:

CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265

AREA 2 LEGAL DESCRIPTION:

OUTLOT "B", KINGS LANDING PLAT 2, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA.



SNYDER & ASSOCIATES

0 150 300
FEET

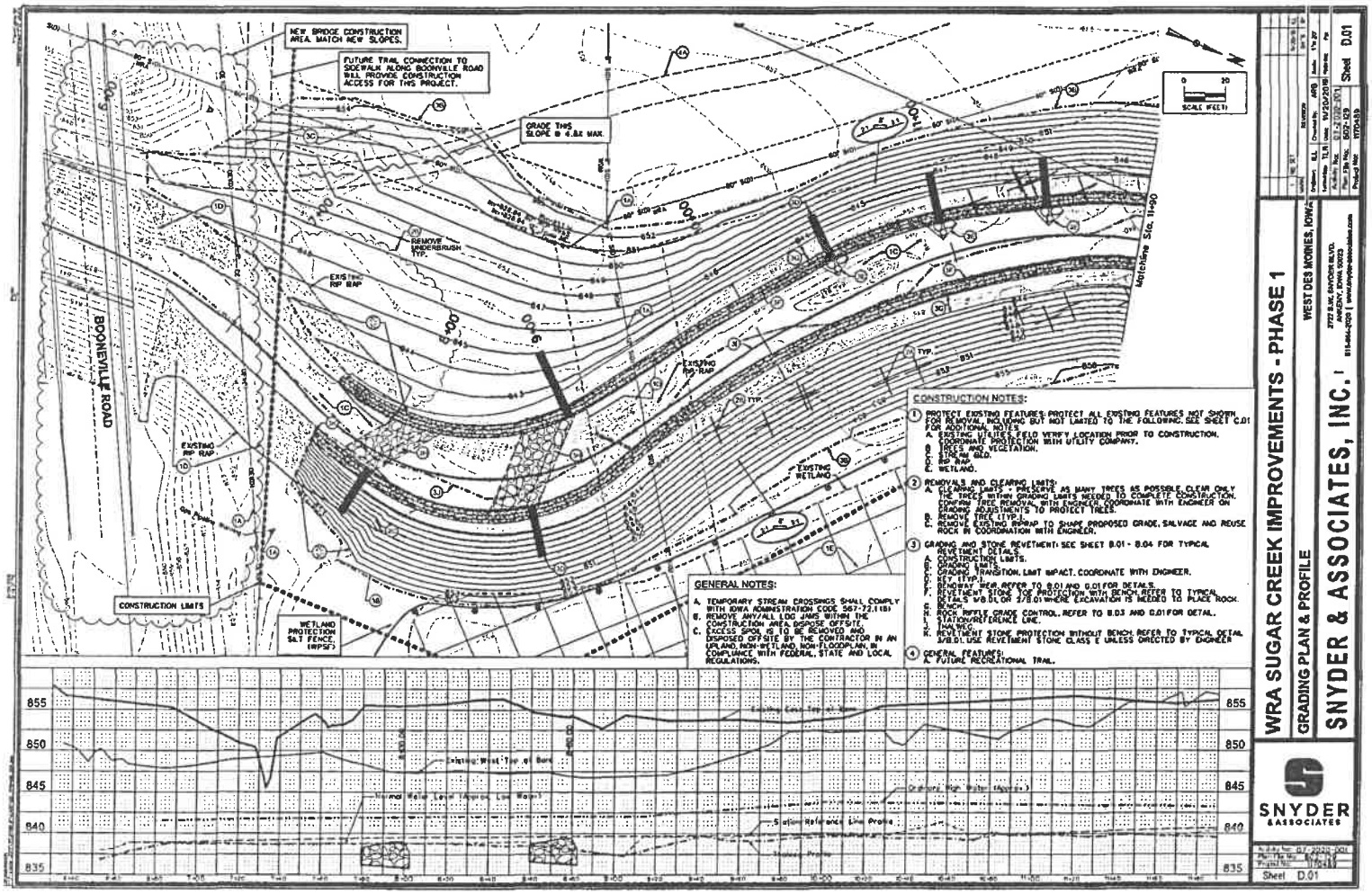
WRA ACCESS/MAINTENANCE EXHIBIT

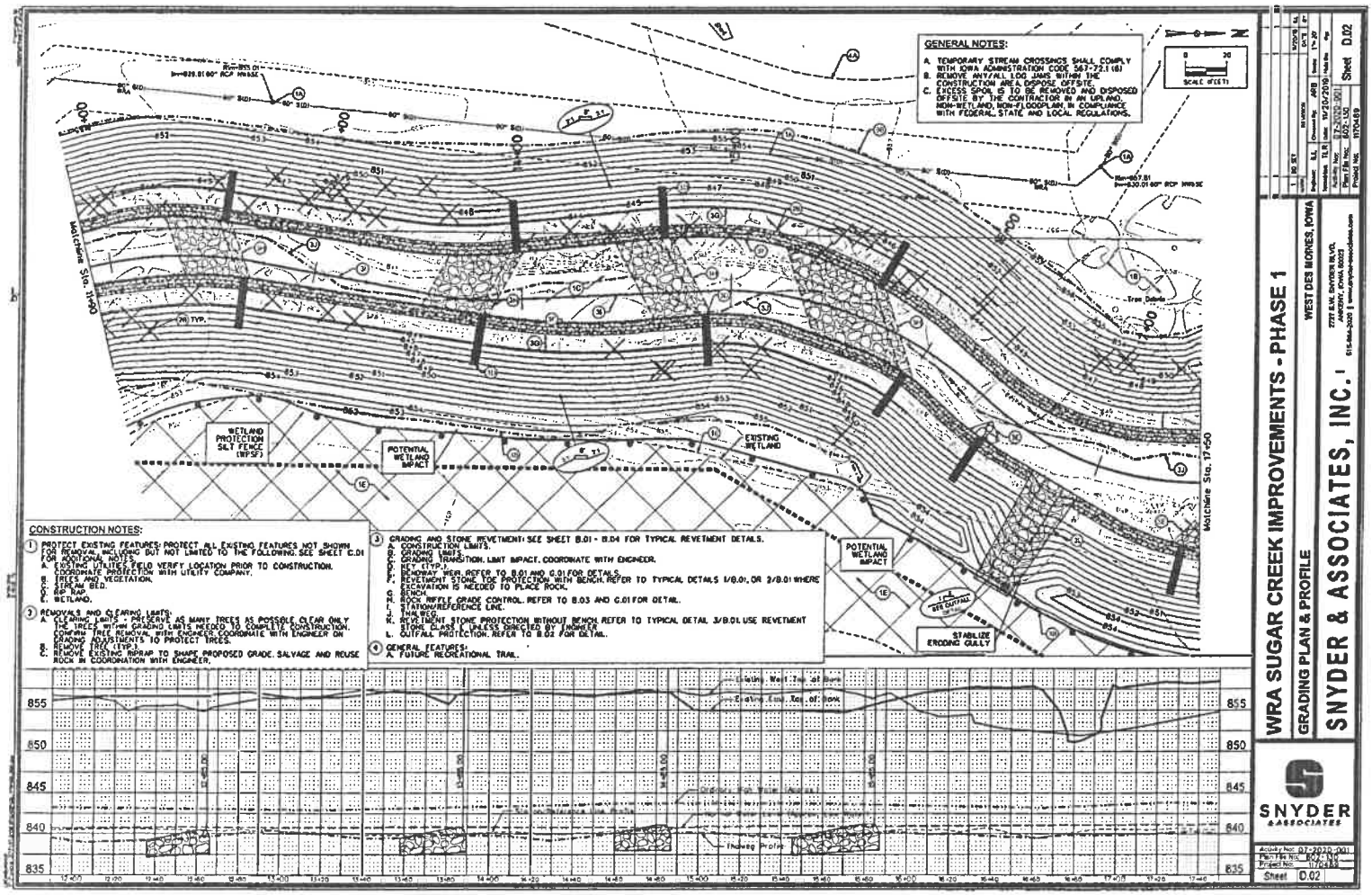
West Des Moines, IA

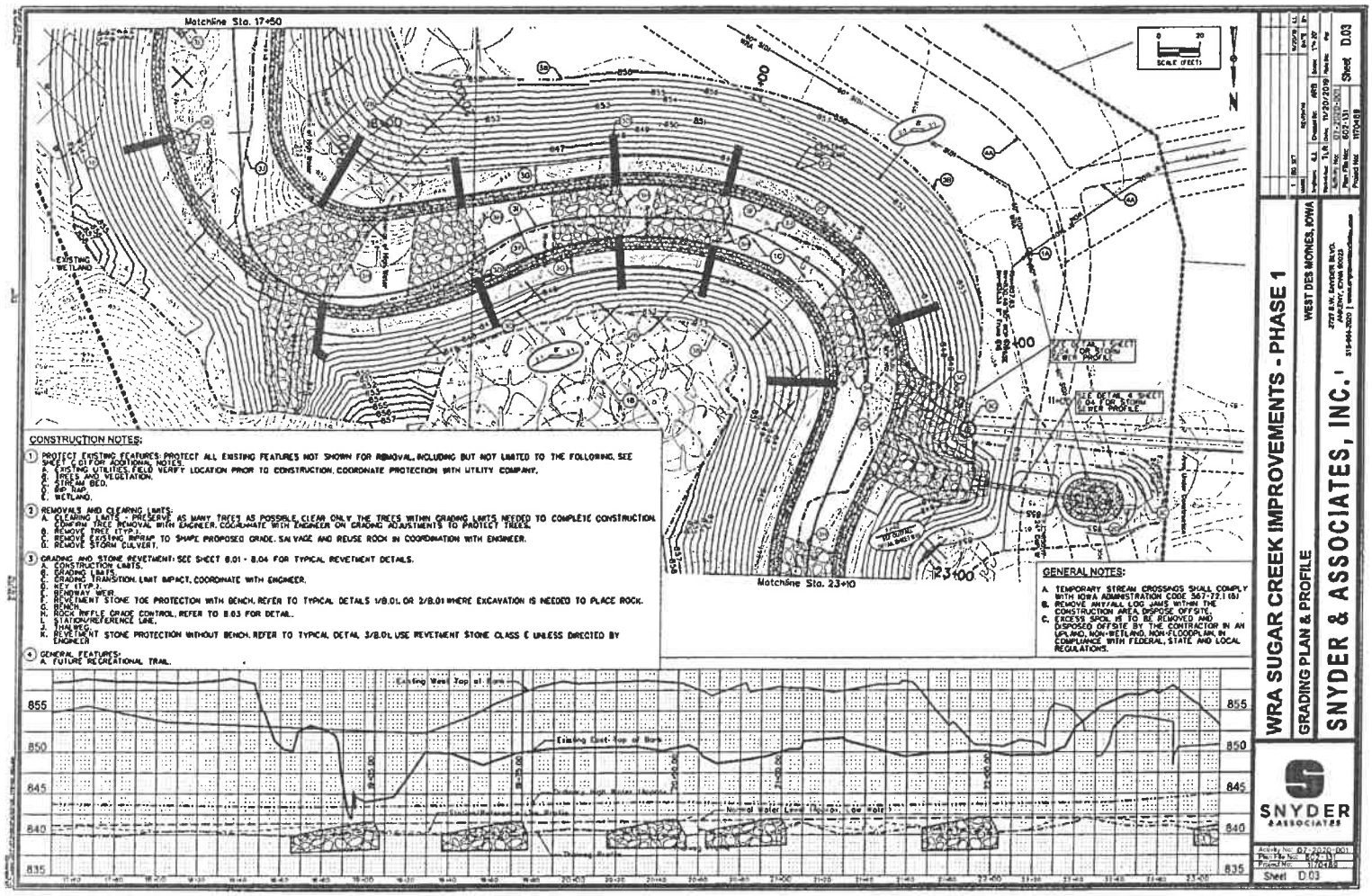
PROJECT AREA

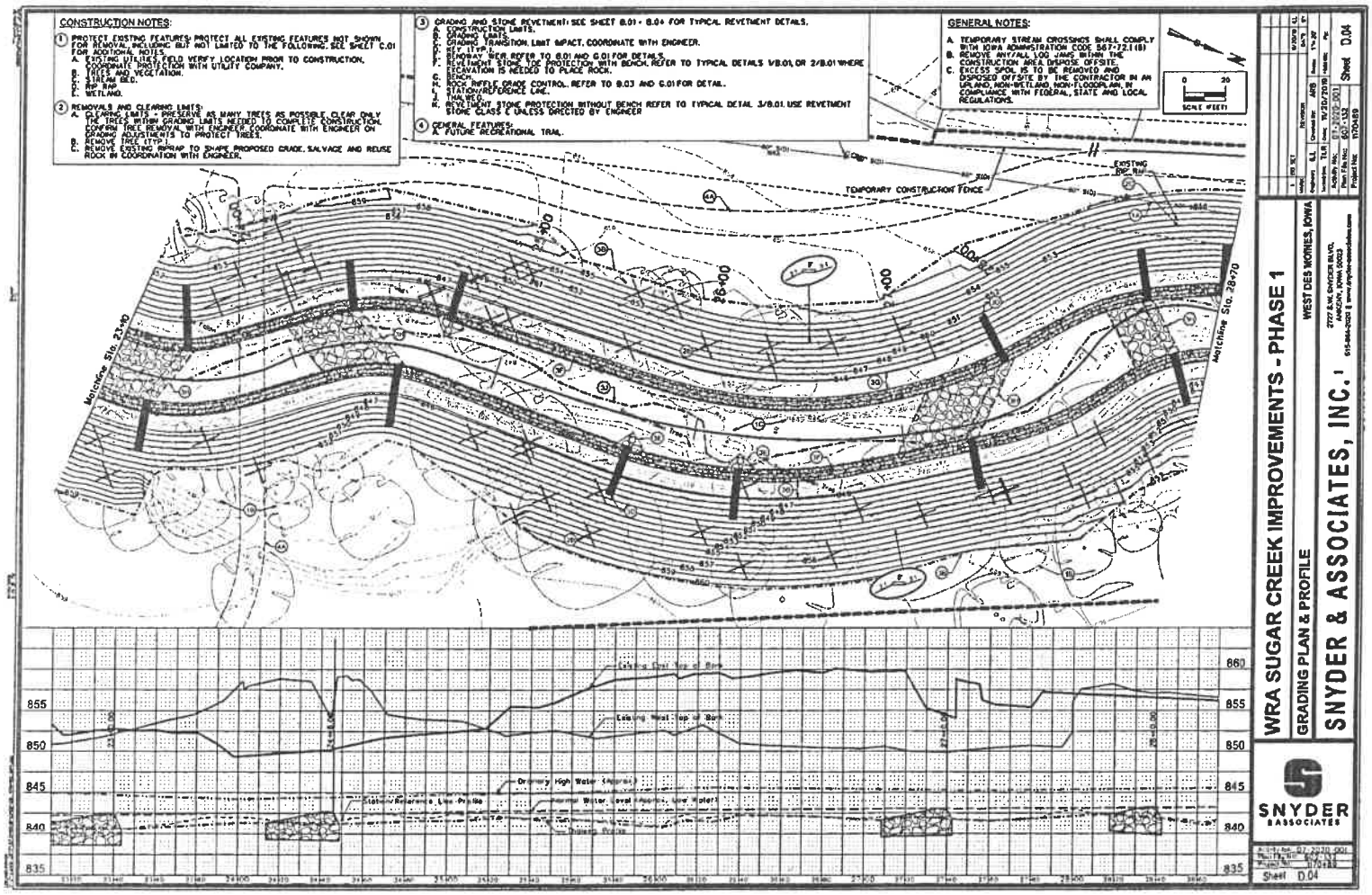
SHEET 1 OF 1

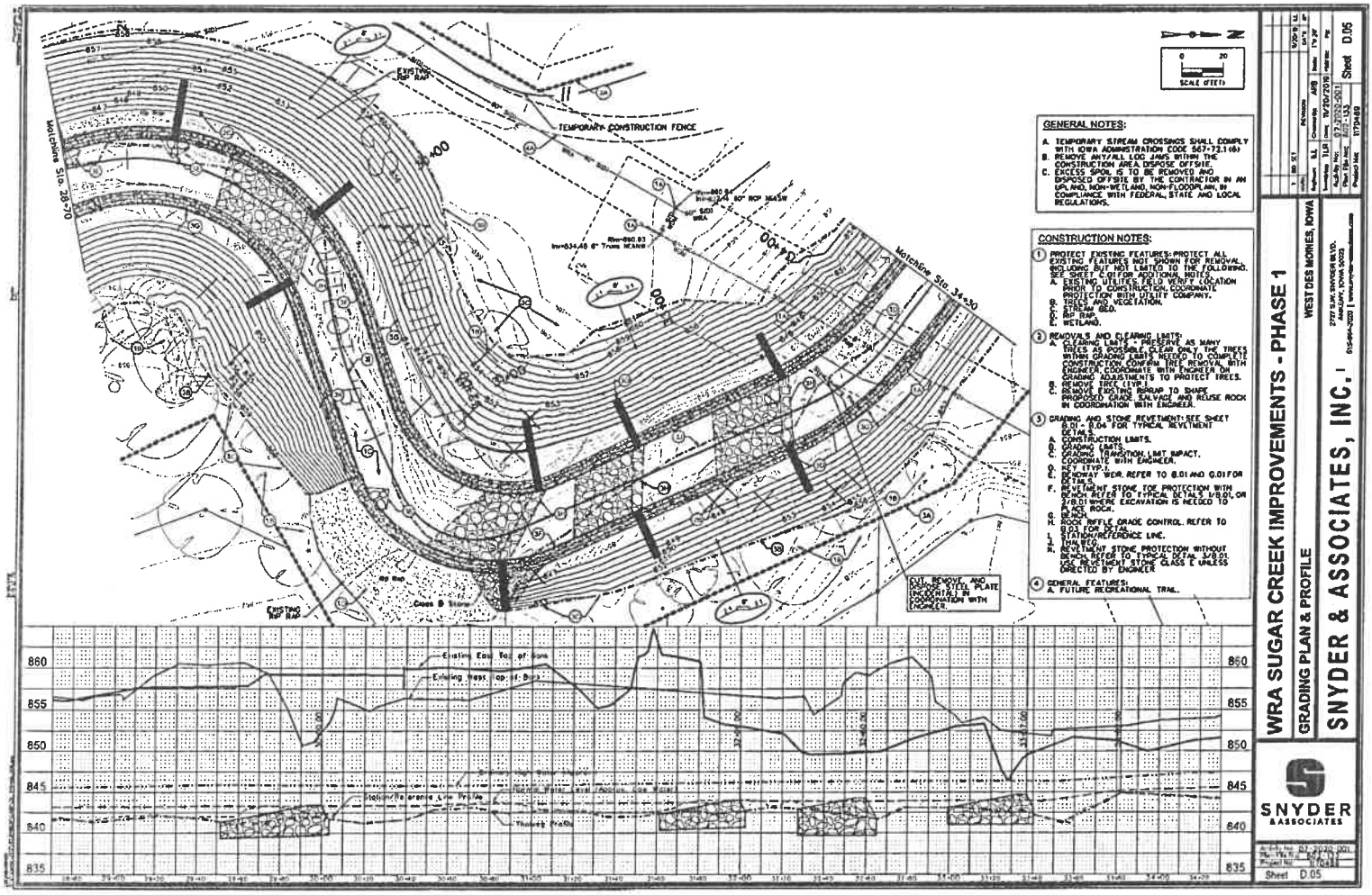
11/18/2019

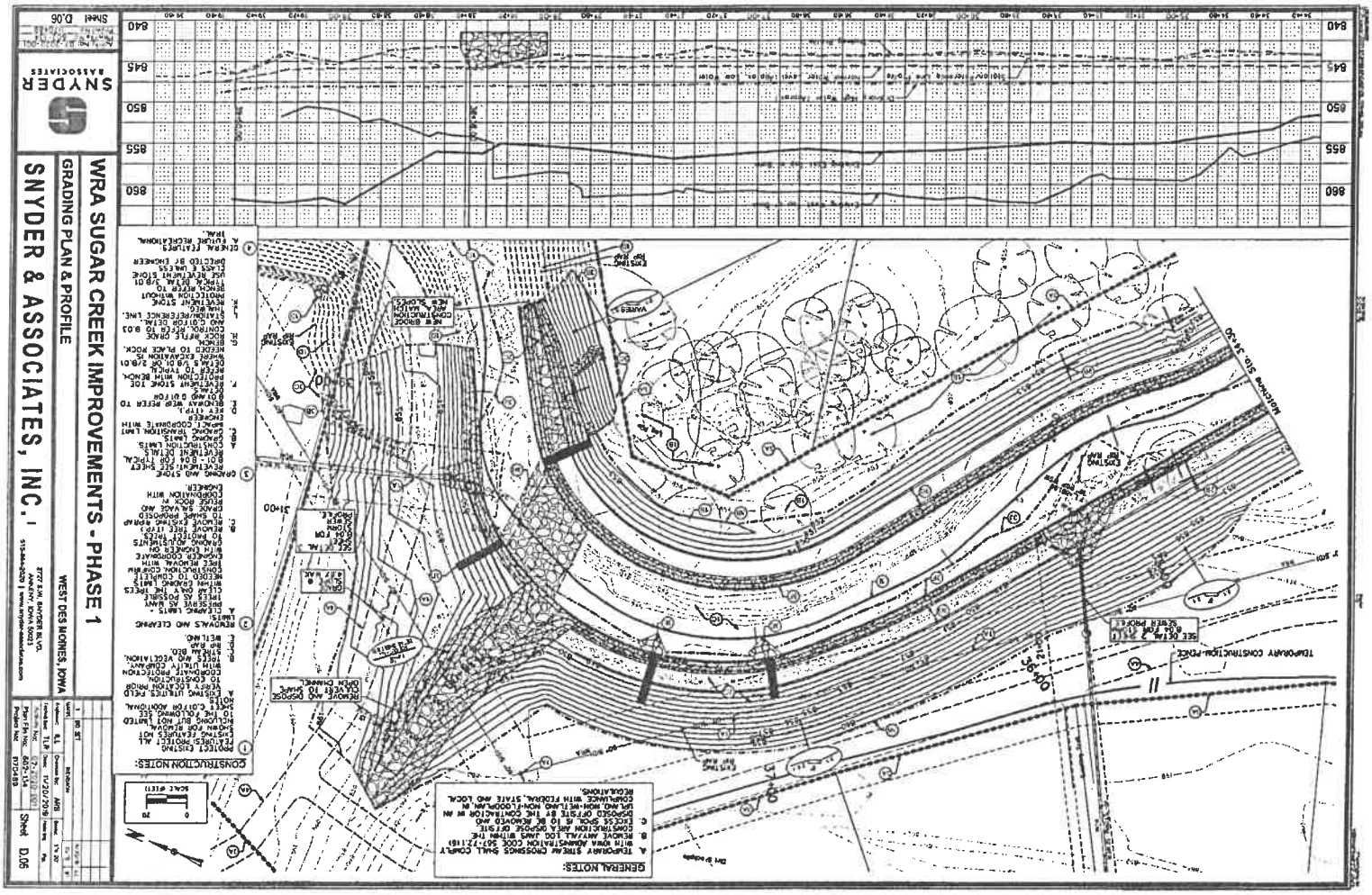

NEW BRIDGE CONSTRUCTION AREA. MATCH NEW SLOPES.
FUTURE TRAIL CONNECTION TO SIDEWALK ALONG BOONVILLE ROAD WILL PROVIDE CONSTRUCTION ACCESS FOR THIS PROJECT.
GRADE THIS SLOPE @ 4.8% MAX.
REMOVE UNDERBRUSH TYP.
EXISTING RIP RAP
EXISTING RIP RAP
EXISTING RIP RAP
EXISTING WETLAND
BOONEVILLE ROAD
CONSTRUCTION LIMITS
WETLAND PROTECTION SILT FENCE. (WPSF)
Matchline Sta. 11+90
SCALE (FEET)
CONSTRUCTION NOTES:
1 PROTECT EXISTING FEATURES: PROTECT ALL EXISTING FEATURES NOT SHOWN FOR REMOVAL, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. SEE SHEET C.01 FOR ADDITIONAL NOTES.
A. EXISTING UTILITIES. FIELD VERIFY LOCATION PRIOR TO CONSTRUCTION. COORDINATE PROTECTION WITH UTILITY COMPANY.
B. TREES AND VEGETATION.
C. STREAM BED.
D. RIP RAP.
E. WETLAND.
2 REMOVALS AND CLEARING LIMITS:
A. CLEARING LIMITS - PRESERVE AS MANY TREES AS POSSIBLE. CLEAR ONLY THE TREES WITHIN GRADING LIMITS NEEDED TO COMPLETE CONSTRUCTION. CONFIRM TREE REMOVAL WITH ENGINEER. COORDINATE WITH ENGINEER ON GRADING ADJUSTMENTS TO PROTECT TREES.
B. REMOVE TREE (TYP.).
C. REMOVE EXISTING RIPRAP TO SHAPE PROPOSED GRADE, SALVAGE AND REUSE ROCK IN COORDINATION WITH ENGINEER.
3 GRADING AND STONE REVETMENT: SEE SHEET B.01 - B.04 FOR TYPICAL REVETMENT DETAILS.
A. CONSTRUCTION LIMITS.
B. GRADING LIMITS.
C. GRADING TRANSITION. LIMIT IMPACT. COORDINATE WITH ENGINEER.
D. KEY (TYP.).
E. BENDWAY WEIR. REFER TO B.01 AND G.01 FOR DETAILS.
F. REVETMENT STONE TOE PROTECTION WITH BENCH. REFER TO TYPICAL DETAILS 3/B.01 OR 2/B.01 WHERE EXCAVATION IS NEEDED TO PLACE ROCK.
G. BENCH.
H. ROCK RIFFLE GRADE CONTROL. REFER TO B.03 AND G.01 FOR DETAIL.
I. STATION/REFERENCE LINE.
J. THALWEG.
K. REVETMENT STONE PROTECTION WITHOUT BENCH. REFER TO TYPICAL DETAIL 3/B.01. USE REVETMENT STONE CLASS E UNLESS DIRECTED BY ENGINEER
4 GENERAL FEATURES:
A. FUTURE RECREATIONAL TRAIL.
GENERAL NOTES:
A. TEMPORARY STREAM CROSSINGS SHALL COMPLY WITH IOWA ADMINISTRATION CODE 567-72.1(5)
B. REMOVE ANY/ALL LOG JAMS WITHIN THE CONSTRUCTION AREA. DISPOSE OFFSITE.
C. EXCESS SPOIL IS TO BE REMOVED AND DISPOSED OFFSITE BY THE CONTRACTOR IN AN UPLAND, NON-WETLAND, NON-FLOODPLAIN, IN COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS.
855
850
845
840
835
Existing East Top of Bank
Existing West Top of Bank
Normal Water Level (Approx. Low Water)
Ordinary High Water (Approx.)
Station Reference Line Profile
Thalweg Profile
WRA SUGAR CREEK IMPROVEMENTS - PHASE 1
GRADING PLAN & PROFILE
WEST DES MOINES, IOWA
SNYDER & ASSOCIATES, INC.
SNYDER & ASSOCIATES
Sheet D.01

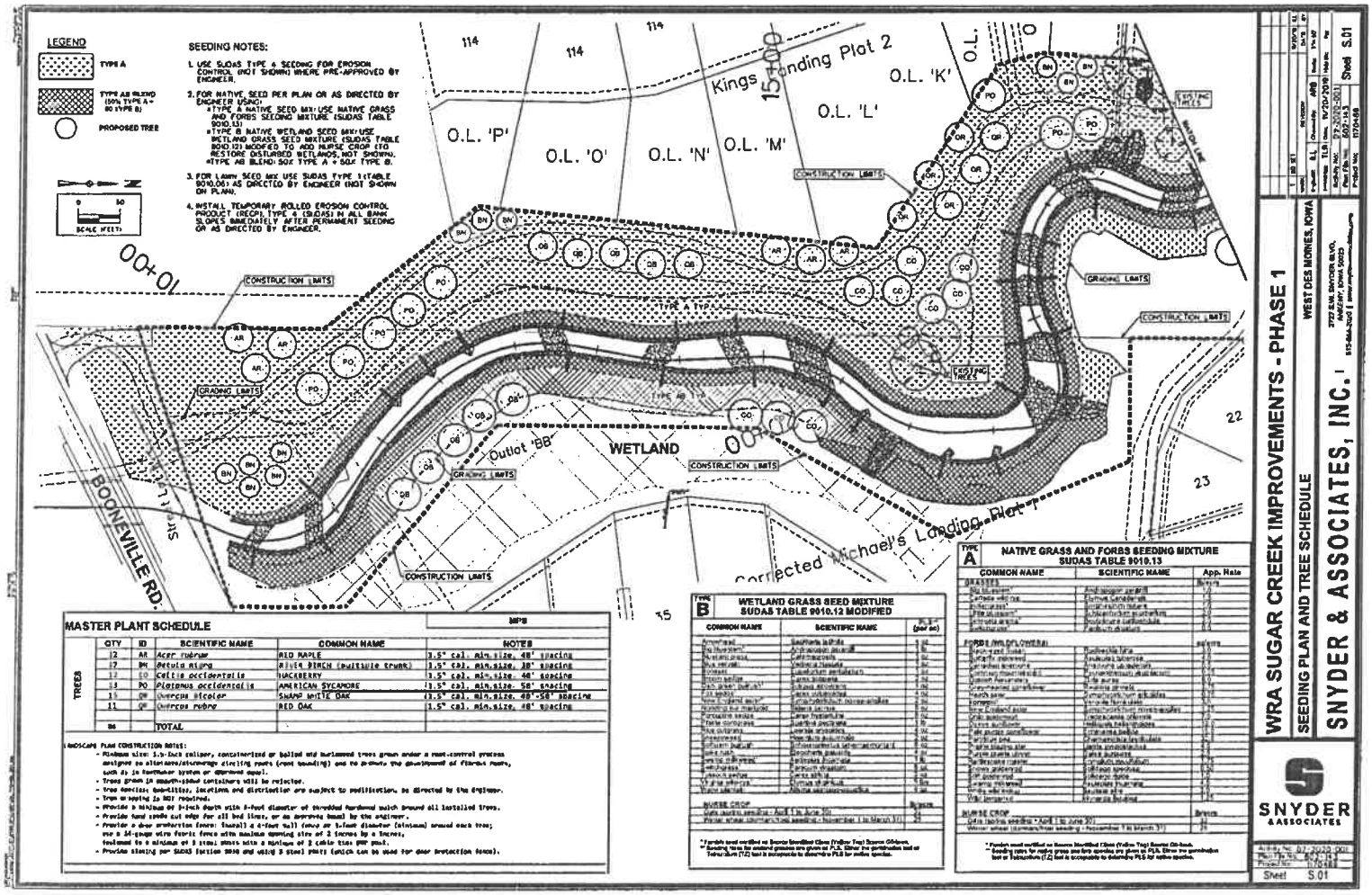

GENERAL NOTES:
A. TEMPORARY STREAM CROSSINGS SHALL COMPLY WITH IOWA ADMINISTRATION CODE 567-72.1 (6)
B. REMOVE ANY/ALL LOG JAMS WITHIN THE CONSTRUCTION AREA. DISPOSE OFFSITE.
C. EXCESS SPOIL IS TO BE REMOVED AND DISPOSED OFFSITE BY THE CONTRACTOR IN AN UPLAND, NON-WETLAND, NON-FLOODPLAIN, IN COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS.
SCALE (FEET)
Matchline Sta. 11+90
Matchline Sta. 17+50
WETLAND PROTECTION SILT FENCE (WPSF)
POTENTIAL WETLAND IMPACT
EXISTING WETLAND
POTENTIAL WETLAND IMPACT
STABILIZE ERODING GULLY
CONSTRUCTION NOTES:
1 PROTECT EXISTING FEATURES: PROTECT ALL EXISTING FEATURES NOT SHOWN FOR REMOVAL, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. SEE SHEET C.01 FOR ADDITIONAL NOTES.
A. EXISTING UTILITIES. FIELD VERIFY LOCATION PRIOR TO CONSTRUCTION. COORDINATE PROTECTION WITH UTILITY COMPANY.
B. TREES AND VEGETATION.
C. STREAM BED.
D. RIP RAP.
E. WETLAND.
2 REMOVALS AND CLEARING LIMITS:
A. CLEARING LIMITS - PRESERVE AS MANY TREES AS POSSIBLE. CLEAR ONLY THE TREES WITHIN GRADING LIMITS NEEDED TO COMPLETE CONSTRUCTION. CONFIRM TREE REMOVAL WITH ENGINEER. COORDINATE WITH ENGINEER ON GRADING ADJUSTMENTS TO PROTECT TREES.
B. REMOVE TREE (TYP.).
C. REMOVE EXISTING RIPRAP TO SHAPE PROPOSED GRADE. SALVAGE AND REUSE ROCK IN COORDINATION WITH ENGINEER.
3 GRADING AND STONE REVETMENT: SEE SHEET B.01 - B.04 FOR TYPICAL REVETMENT DETAILS.
A. CONSTRUCTION LIMITS.
B. GRADING LIMITS.
C. GRADING TRANSITION. LIMIT IMPACT. COORDINATE WITH ENGINEER.
D. KEY (TYP.).
E. BENDWAY WEIR. REFER TO B.01 AND C.01 FOR DETAILS.
F. REVETMENT STONE TOE PROTECTION WITH BENCH. REFER TO TYPICAL DETAILS 1/B.01, OR 2/B.01 WHERE EXCAVATION IS NEEDED TO PLACE ROCK.
G. BENCH.
H. ROCK RIFFLE GRADE CONTROL. REFER TO B.03 AND C.01 FOR DETAIL.
I. STATION/REFERENCE LINE.
J. THALWEG.
K. REVETMENT STONE PROTECTION WITHOUT BENCH. REFER TO TYPICAL DETAIL 3/B.01. USE REVETMENT STONE CLASS E UNLESS DIRECTED BY ENGINEER.
L. OUTFALL PROTECTION. REFER TO B.02 FOR DETAIL.
4 GENERAL FEATURES:
A. FUTURE RECREATIONAL TRAIL.
855
850
845
840
835
Existing West Top of Bank
Existing East Top of Bank
Thalweg Profile
WRA SUGAR CREEK IMPROVEMENTS - PHASE 1
GRADING PLAN & PROFILE
WEST DES MOINES, IOWA
SNYDER & ASSOCIATES, INC.
SNYDER & ASSOCIATES
Sheet D.02


Matchline Sta. 17+50
Matchline Sta. 23+10
EXISTING WETLAND
SCALE (FEET)
CONSTRUCTION NOTES:
1 PROTECT EXISTING FEATURES: PROTECT ALL EXISTING FEATURES NOT SHOWN FOR REMOVAL, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. SEE SHEET C.01 FOR ADDITIONAL NOTES.
A. EXISTING UTILITIES. FIELD VERIFY LOCATION PRIOR TO CONSTRUCTION. COORDINATE PROTECTION WITH UTILITY COMPANY.
B. TREES AND VEGETATION.
C. STREAM BED.
D. RIP RAP.
E. WETLAND.
2 REMOVALS AND CLEARING LIMITS:
A. CLEARING LIMITS - PRESERVE AS MANY TREES AS POSSIBLE. CLEAR ONLY THE TREES WITHIN GRADING LIMITS NEEDED TO COMPLETE CONSTRUCTION. DOWN TREE REMOVAL WITH ENGINEER. COORDINATE WITH ENGINEER ON GRADING ADJUSTMENTS TO PROTECT TREES.
B. REMOVE TREE (TYP.).
C. REMOVE EXISTING RIPRAP TO SHAPE PROPOSED GRADE. SALVAGE AND REUSE ROCK IN COORDINATION WITH ENGINEER.
D. REMOVE STORM CULVERT.
3 GRADING AND STONE REVETMENT: SEE SHEET 8.01 - 8.04 FOR TYPICAL REVETMENT DETAILS.
A. CONSTRUCTION LIMITS.
B. GRADING LIMITS.
C. GRADING TRANSITION. LIMIT IMPACT. COORDINATE WITH ENGINEER.
D. KEY (TYP.).
E. RENOVAY WEIR.
F. REVETMENT STONE TOE PROTECTION WITH BENCH. REFER TO TYPICAL DETAILS 1/8.01, OR 2/8.01 WHERE EXCAVATION IS NEEDED TO PLACE ROCK.
G. BENCH.
H. ROCK RIFFLE GRADE CONTROL. REFER TO 8.03 FOR DETAIL.
L. STATION/REFERENCE LINE.
J. THALWEG.
K. REVETMENT STONE PROTECTION WITHOUT BENCH. REFER TO TYPICAL DETAIL 3/8.01. USE REVETMENT STONE CLASS E UNLESS DIRECTED BY ENGINEER
4 GENERAL FEATURES:
A. FUTURE RECREATIONAL TRAIL.
GENERAL NOTES:
A. TEMPORARY STREAM CROSSINGS SHALL COMPLY WITH IOWA ADMINISTRATION CODE 567-22.1(6).
B. REMOVE ANY FALL LOG JAMS WITHIN THE CONSTRUCTION AREA. DISPOSE OFFSITE.
C. EXCESS SPOIL IS TO BE REMOVED AND DISPOSED OFFSITE BY THE CONTRACTOR IN AN UPLAND, NON-WETLAND, NON-FLOODPLAIN, IN COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS.
Existing West Top of Bank
Existing East Top of Bank
Normal Water Level (Typical, Low Water)
855
850
845
840
835
WRA SUGAR CREEK IMPROVEMENTS - PHASE 1
WEST DES MOINES, IOWA
GRADING PLAN & PROFILE
SNYDER & ASSOCIATES, INC.
SNYDER & ASSOCIATES
Sheet D.03


CONSTRUCTION NOTES:
1 PROTECT EXISTING FEATURES: PROTECT ALL EXISTING FEATURES NOT SHOWN FOR REMOVAL, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. SEE SHEET C.01 FOR ADDITIONAL NOTES.
A. EXISTING UTILITIES, FIELD VERIFY LOCATION PRIOR TO CONSTRUCTION. COORDINATE PROTECTION WITH UTILITY COMPANY.
B. TREES AND VEGETATION.
C. STREAM BED.
D. RIP RAP
E. WETLAND.
2 REMOVALS AND CLEARING LIMITS:
A. CLEARING LIMITS - PRESERVE AS MANY TREES AS POSSIBLE. CLEAR ONLY THE TREES WITHIN GRADING LIMITS NEEDED TO COMPLETE CONSTRUCTION. CONFIRM TREE REMOVAL WITH ENGINEER. COORDINATE WITH ENGINEER ON GRADING ADJUSTMENTS TO PROTECT TREES.
B. REMOVE TREE (TYP.)
C. REMOVE EXISTING RIPRAP TO SHAPE PROPOSED GRADE. SALVAGE AND REUSE ROCK IN COORDINATION WITH ENGINEER.
3 GRADING AND STONE REVETMENT: SEE SHEET B.01 - B.04 FOR TYPICAL REVETMENT DETAILS.
A. CONSTRUCTION LIMITS.
B. GRADING LIMITS.
C. GRADING TRANSITION. LIMIT IMPACT. COORDINATE WITH ENGINEER.
D. KEY (TYP.).
E. RENOVAY WEIR. REFER TO B.01 AND G.01 FOR DETAILS.
F. REVETMENT STONE TOE PROTECTION WITH BENCH. REFER TO TYPICAL DETAILS V/B.01, OR 2/B.01 WHERE EXCAVATION IS NEEDED TO PLACE ROCK.
G. BENCH.
H. ROCK RIFFLE GRADE CONTROL. REFER TO B.03 AND G.01 FOR DETAIL.
I. STATION/REFERENCE LINE.
J. THALWEG.
K. REVETMENT STONE PROTECTION WITHOUT BENCH REFER TO TYPICAL DETAIL 3/B.01. USE REVETMENT STONE CLASS C UNLESS DIRECTED BY ENGINEER
4 GENERAL FEATURES:
A. FUTURE RECREATIONAL TRAIL.
GENERAL NOTES:
A. TEMPORARY STREAM CROSSINGS SHALL COMPLY WITH IOWA ADMINISTRATION CODE 567-72.1(8)
B. REMOVE ANY/ALL LOG JAMS WITHIN THE CONSTRUCTION AREA. DISPOSE OFFSITE.
C. EXCESS SPOIL IS TO BE REMOVED AND DISPOSED OFFSITE BY THE CONTRACTOR IN AN UPLAND, NON-WETLAND, NON-FLOODPLAIN, IN COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS.
SCALE (FEET)
TEMPORARY CONSTRUCTION FENCE
EXISTING RIP RAP
Matchline Sta. 23+90
Matchline Sta. 28+70
Existing East Top of Bank
Existing West Top of Bank
Ordinary High Water (Approx.)
Station/Reference Line Profile
Normal Water Level (Approx. Low Water)
Thalweg Profile
WRA SUGAR CREEK IMPROVEMENTS - PHASE 1
GRADING PLAN & PROFILE
WEST DES MOINES, IOWA
SNYDER & ASSOCIATES, INC.
SNYDER & ASSOCIATES
Sheet D.04


GENERAL NOTES:
A. TEMPORARY STREAM CROSSINGS SHALL COMPLY WITH IOWA ADMINISTRATION CODE 567-72.1(6)
B. REMOVE ANY/ALL LOG JAMS WITHIN THE CONSTRUCTION AREA DISPOSE OFFSITE.
C. EXCESS SPOIL IS TO BE REMOVED AND DISPOSED OFFSITE BY THE CONTRACTOR IN AN UPLAND, NON-WETLAND, NON-FLOODPLAIN, IN COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS.
CONSTRUCTION NOTES:
1 PROTECT EXISTING FEATURES: PROTECT ALL EXISTING FEATURES NOT SHOWN FOR REMOVAL, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. SEE SHEET C.01 FOR ADDITIONAL NOTES.
A. EXISTING UTILITIES: FIELD VERIFY LOCATION PRIOR TO CONSTRUCTION. COORDINATE PROTECTION WITH UTILITY COMPANY.
B. TREES AND VEGETATION.
C. STREAM BED.
D. RIP RAP.
E. WETLAND.
2 REMOVALS AND CLEARING LIMITS:
A. CLEARING LIMITS - PRESERVE AS MANY TREES AS POSSIBLE. CLEAR ONLY THE TREES WITHIN GRADING LIMITS NEEDED TO COMPLETE CONSTRUCTION. CONFIRM TREE REMOVAL WITH ENGINEER. COORDINATE WITH ENGINEER ON GRADING ADJUSTMENTS TO PROTECT TREES.
B. REMOVE TREE (TYP.).
C. REMOVE EXISTING RIPRAP TO SHAPE PROPOSED GRADE. SALVAGE AND REUSE ROCK IN COORDINATION WITH ENGINEER.
3 GRADING AND STONE REVETMENT: SEE SHEET B.01 - B.04 FOR TYPICAL REVETMENT DETAILS.
A. CONSTRUCTION LIMITS.
B. GRADING LIMITS.
C. GRADING TRANSITION LIMIT IMPACT. COORDINATE WITH ENGINEER.
D. KEY (TYP.).
E. BENDWAY WEIR. REFER TO B.01 AND G.01 FOR DETAILS.
F. REVETMENT STONE TOE PROTECTION WITH BENCH. REFER TO TYPICAL DETAILS 1/B.01, OR 2/B.01 WHERE EXCAVATION IS NEEDED TO PLACE ROCK.
G. BENCH.
H. ROCK RIFFLE GRADE CONTROL. REFER TO B.03 FOR DETAIL.
I. STATION/REFERENCE LINE.
J. THALWEG.
K. REVETMENT STONE PROTECTION WITHOUT BENCH. REFER TO TYPICAL DETAIL 3/B.01. USE REVETMENT STONE CLASS E UNLESS DIRECTED BY ENGINEER
4 GENERAL FEATURES:
A. FUTURE RECREATIONAL TRAIL.
TEMPORARY CONSTRUCTION FENCE
Matchline Sta. 28+70
Matchline Sta. 34+30
EXISTING RIP RAP
CUT, REMOVE, AND DISPOSE STEEL PLATE INCIDENTAL IN COORDINATION WITH ENGINEER.
SCALE (FEET)
Existing East Top of Bank
Existing West Top of Bank
Station/Reference Line Profile
Thalweg Profile
860
855
850
845
840
835
WRA SUGAR CREEK IMPROVEMENTS - PHASE 1
GRADING PLAN & PROFILE
WEST DES MOINES, IOWA
SNYDER & ASSOCIATES, INC.
SNYDER & ASSOCIATES
Sheet D.05


WRA SUGAR CREEK IMPROVEMENTS - PHASE 1
GRADING PLAN & PROFILE
SNYDER & ASSOCIATES, INC.
WEST DES MOINES, IOWA
SNYDER ASSOCIATES
Sheet D.06
CONSTRUCTION NOTES:
GENERAL NOTES:
TEMPORARY CONSTRUCTION FENCE
840
845
850
855
860



MASTER PLANT SCHEDULE

	QTY	ID	SCIENTIFIC NAME	COMMON NAME	NOTES
TREES	12	AR	Acer rubrum	RED MAPLE	1.5" cal. min.size, 48' spacing
	17	BN	Betula nigra	RIVER BIRCH (multiple trunk)	1.5" cal. min.size, 48' spacing
	12	CO	Celtis occidentalis	HACKBERRY	1.5" cal. min.size, 48' spacing
	13	PO	Platanus occidentalis	AMERICAN SYCAMORE	1.5" cal. min.size, 58' spacing
	15	QB	Quercus bicolor	SWAMP WHITE OAK	1.5" cal. min.size, 48'-58' spacing
	11	QR	Quercus rubra	RED OAK	1.5" cal. min.size, 48' spacing
	86		TOTAL		

LANDSCAPE PLANT CONSTRUCTION NOTES:
- Minimum size: 1.5-inch caliper, containerized or balled and burlapped trees grown under a root-control process designed to eliminate/discourage circling roots (root bounding) and to promote the development of fibrous roots, such as in fertrainer system or approved equal.
- Trees grown in smooth-walled containers will be rejected.
- Tree species, quantities, locations and distribution are subject to modification, as directed by the engineer.
- Tree wrapping is NOT required.
- Provide a minimum of 3-inch depth with 8-foot diameter of shredded hardwood mulch around all installed trees.
- Provide hand spade cut edge for all bed lines, or as approved equal by the engineer.
- Provide a deer protection fence: Install a 4-foot tall fence or 5-foot diameter (minimum) around each tree; use a 14-gauge wire fabric fence with maximum opening size of 2 inches by a inches, fastened to a minimum of 3 steel posts with a minimum of 2 cable ties per post.
- Provide staking per SUDAS Section 9030 and using 3 steel posts (which can be used for deer protection fence).

TYPE B — WETLAND GRASS SEED MIXTURE SUDAS TABLE 9010.12 MODIFIED

COMMON NAME	SCIENTIFIC NAME	(per ac)
Annual Rye	Lolium perenne	10
Big bluestem*	Andropogon gerardii	5
Bluejoint grass	Calamagrostis	0.5
Blue vervain	Verbena hastata	0.5
Boneset	Eupatorium perfoliatum	0.5
Brown sedge	Carex brunnea	0.5
Dark green bulrush*	Scirpus atrovirens	0.5
Fox sedge	Carex vulpinoidea	0.5
New England aster*	Aster novae-angliae	0.5
Northern bur marigold	Bidens cernua	0.5
Porcupine sedge	Carex hystricina	0.5
Prairie cordgrass	Spartina pectinata	5
Red osiergrass	Leersia oryzoides	0.5
Redtop grass	Agrostis gigantea	0.5
Softstem bulrush*	Schoenoplectus tabernaemontani	0.5
Swamp milkweed	Asclepias incarnata	0.5
Switchgrass	Panicum virgatum	5
Tussock sedge	Carex stricta	0.5
Wild rice	Zizania aquatica	0.5
Wool grass	Scirpus cyperinus	0.5
Total selected		25
NURSE CROP		Bushels
Oats (spring seeding - April 1 to June 30)		2.5
Winter wheat (dormant/frost seeding - November 1 to March 31)		2.5

* Species seed certified as Source Identified Class (Yellow Tag) Source Ohlsen.
** Seeding rates for native grass and forb species are given at PLS. Either the germination test or Tetrazolium (TZ) test is acceptable to determine PLS for native species.

TYPE A — NATIVE GRASS AND FORBS SEEDING MIXTURE SUDAS TABLE 9010.13

COMMON NAME	SCIENTIFIC NAME	App. Rate
GRASSES		lb/acre
Big bluestem*	Andropogon gerardii	1.0
Canada wild rye	Elymus canadensis	1.0
Indiangrass*	Sorghastrum nutans	1.0
Little bluestem*	Schizachyrium scoparium	1.0
Switchgrass*	Panicum virgatum	1.0
Sideoats grama*	Bouteloua curtipendula	1.0
Prairie dropseed	Sporobolus heterolepis	0.5
FORBS (WILDFLOWERS)		oz/acre
Blackeyed Susan	Rudbeckia hirta	2.0
Butterfly milkweed	Asclepias tuberosa	2.0
Common milkweed	Asclepias syriaca	2.0
Common ironweed	Vernonia fasciculata	2.0
Dotted Gayfeather	Liatris punctata	2.0
Grey-headed coneflower	Ratibida pinnata	2.0
Heath aster	Symphyotrichum ericoides	2.0
Ironweed	Vernonia fasciculata	2.0
New England aster	Symphyotrichum novae-angliae	2.0
Oxeye sunflower	Heliopsis helianthoides	2.0
Prairie sunflower	Helianthus maximiliani	2.0
Purple coneflower	Echinacea pallida	2.0
Purple prairie clover	Dalea purpurea	2.0
Rattlesnake master	Eryngium yuccifolium	2.0
Showy goldenrod	Solidago speciosa	2.0
Stiff goldenrod	Oligoneuron rigidum	2.0
Swamp milkweed	Asclepias incarnata	2.0
Wild bergamot	Monarda fistulosa	2.0
Wild lupine	Lupinus perennis	2.0
NURSE CROP		Bushels
Oats (spring seeding - April 1 to June 30)		2.5
Winter wheat (dormant/frost seeding - November 1 to March 31)		2.5

* Species seed certified as Source Identified Class (Yellow Tag) Source Ohlsen.
** Seeding rates for native grass and forb species are given at PLS. Either the germination test or Tetrazolium (TZ) test is acceptable to determine PLS for native species.

WRA SUGAR CREEK IMPROVEMENTS - PHASE 1

SEEDING PLAN AND TREE SCHEDULE

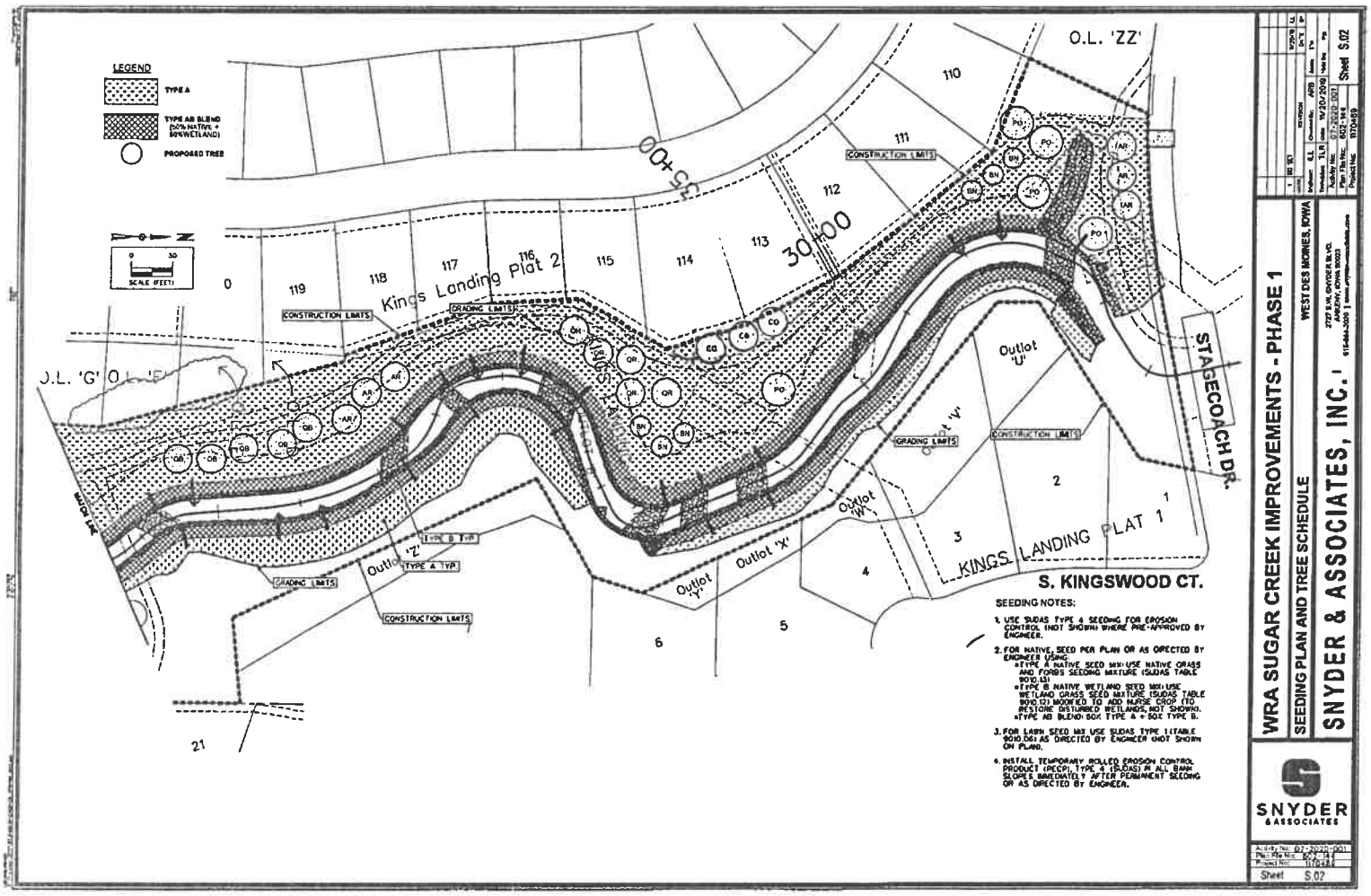
WEST DES MOINES, IOWA

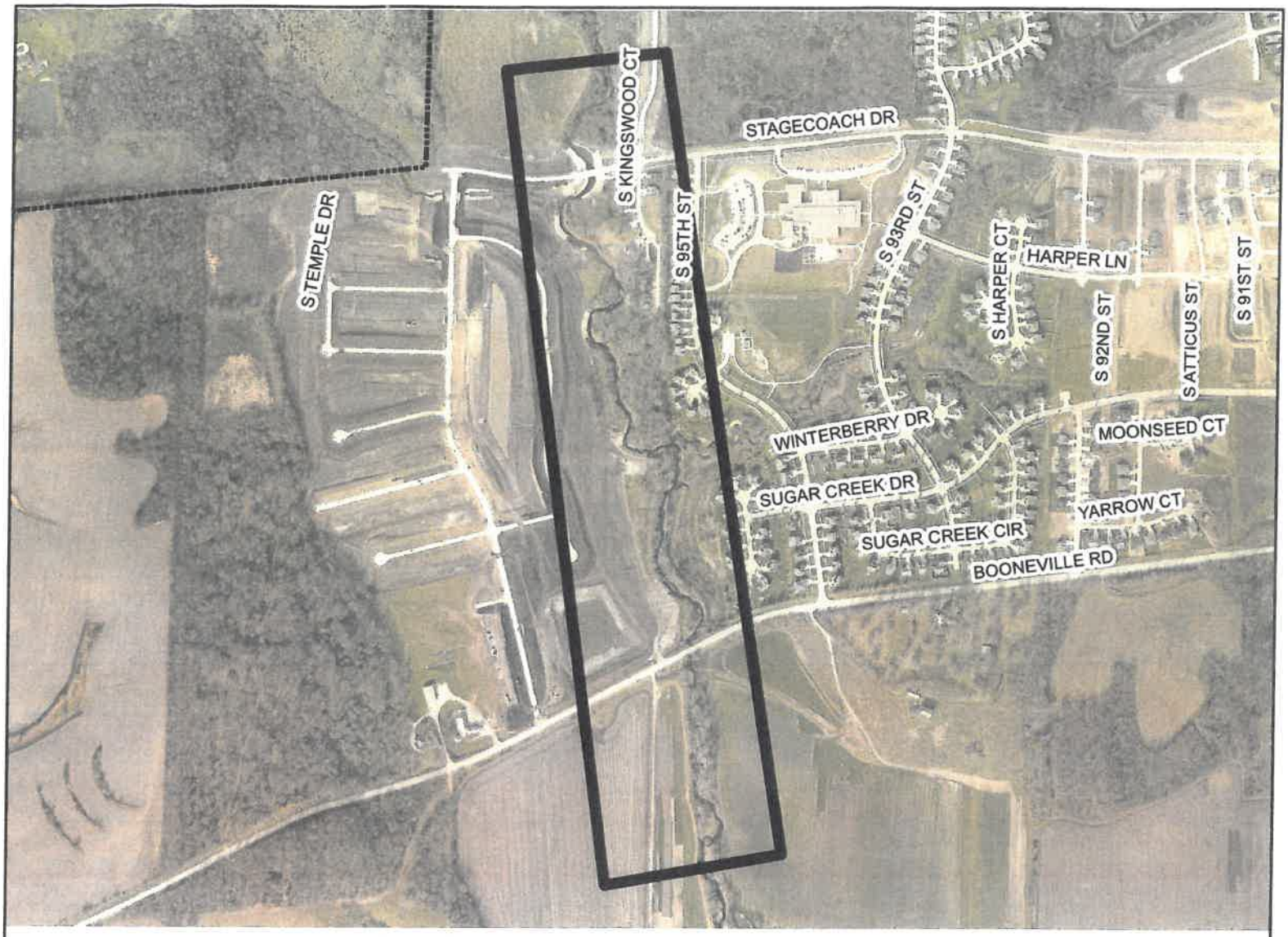
SNYDER & ASSOCIATES, INC.

SNYDER & ASSOCIATES

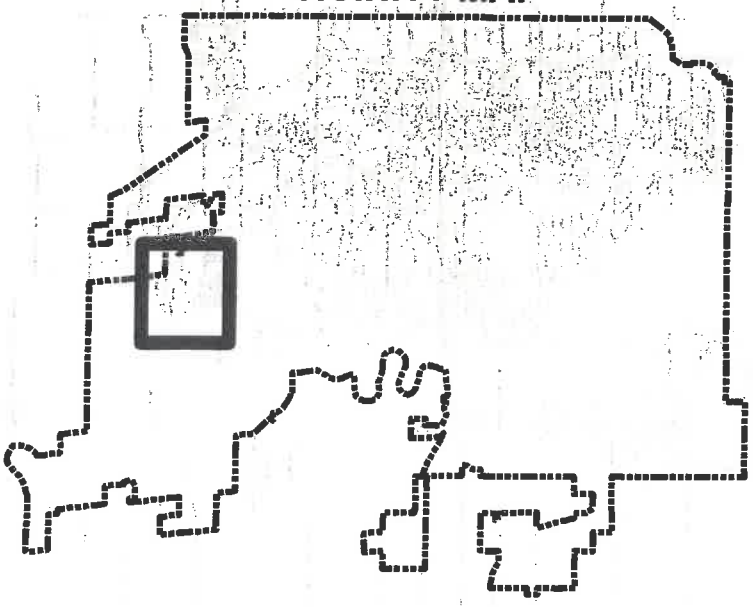
Sheet S.01

Exhibit B (2 of 2)





VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

Sugar Creek Bank Stabilization Phase 1

LOCATION:

Exhibit "A"

DRAWN BY: JDR	DATE: 1/7/2020	PROJECT NUMBER/NAME: 0510-055-2019	SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM: Resolution – Approval of three 28E Intergovernmental Agreements with West Des Moines Water Works

FINANCIAL IMPACT: No impact.

SYNOPSIS: The City of West Des Moines and West Des Moines Water Works have three 28E Agreements that originally expired July 1, 2019. City Council approved a short-term extension at the June 17, 2019 City Council meeting to give additional time for the City and Water Works to renegotiate the terms of the agreements. The Agreements pertain to:

1. The placement of radio antenna and related equipment on or in water towers;
2. The provision at no cost of water from Water Works to the City for City-owned and operated public buildings, facilities and landscaped medians;
3. Sharing fiber optic technologies related to services provided to the public by each entity.

Water Works and City staff have renegotiated each Agreement and have finalized the terms. The term of each Agreement will be for a period of ten (10) years.

If approved by the City Council, the West Des Moines Water Works Board of Trustees will consider these agreements at their February 19, 2020 Board meeting.

RECOMMENDATION: Approve - Resolution approving three 28E Intergovernmental Agreements between the City of West Des Moines and West Des Moines Water Works.

Lead Staff Member: Richard J. Scieszinski, City Attorney RJS

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	None		
Date Reviewed			
Recommendation			

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THREE 28E INTERGOVERNMENTAL AGREEMENTS BY AND BETWEEN THE CITY OF WEST DES MOINES AND THE WEST DES MOINES WATER WORKS

WHEREAS, the City of West Des Moines (West Des Moines) and the West Des Moines Water Works (Water Works) desire to enter into an agreement under the provisions of Chapter 28E of the Code of Iowa, for Water Works to provide to West Des Moines, at no cost, water for city-owned and operating public buildings, facilities and landscaped medians; and

WHEREAS, the City of West Des Moines (West Des Moines) and the West Des Moines Water Works (Water Works) desire to enter into an agreement under the provisions of Chapter 28E of the Code of Iowa, for West Des Moines to provide to Water Works, at no cost, a shared connection to fiber optic technologies related to services provided to the public; and

WHEREAS, the City of West Des Moines (West Des Moines) and the West Des Moines Water Works (Water Works) desire to enter into an agreement under the provisions of Chapter 28E of the Code of Iowa, for Water Works to allow West Des Moines to place City and WestCom radio/similar antennas on/within Water Works water towers at no cost; and

WHEREAS, under Chapter 28E of the Code of Iowa, West Des Moines agrees to formalize their responsibilities by entering into three separate 28E agreements with Water Works.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the Iowa Code Chapter 28E Intergovernmental Agreements between the City of West Des Moines and the West Des Moines Water Works pertaining to the following, copies of which are hereto attached, be duly approved and are authorized to be filed in the office of the Iowa Secretary of State and all things necessary to place said 28E Agreements in full force and effect in accordance with Chapter 28E, Code of Iowa is herewith authorized:

1. The placement of radio antenna and related equipment on or in water towers;

2. The provision at no cost of water from Water Works to the City for City-owned and operated public buildings, facilities and landscaped medians; and

3. The sharing of fiber optic and computer related technologies related to services provided to the public by each entity.

PASSED AND APPROVED on the 17th day of February, 2020.

_____ Attest:_____

Steven K. Gaer, Mayor Ryan T. Jacobson, City Clerk

City of West Des Moines, Iowa
West Des Moines Water Works
Chapter 28E Agreement

THIS AGREEMENT for antennas on Towers is entered into between the City of West Des Moines ("City") and West Des Moines Water Works ("Water Works")

WHEREAS, this Agreement shall be effective from the date of expiration of the previous 28E Agreement for antennas on Towers.

WHEREAS, the City and Water Works regularly discuss and negotiate a number of issues for the betterment for the services provided the public by each entity;

NOW, THEREFORE, BE IT REMEMBERED that in consideration of the mutual promises, covenants, and considerations herein contained and for the benefit of the public, the City and Water Works have entered into the following agreement pursuant to Chapter 28E of the Code of Iowa as set out herein:

WITNESSETH:

WHEREAS, the Water Works exercises rights of ownership, operates and maintains elevated water storage facilities ("Tower") located in West Des Moines, Iowa at 840 17th Street, 3400 University Avenue, 505 South 50th Street, 1725 98th Street and 301 88th Street; and will maintain these same rights for future Towers.

WHEREAS, by operation of Iowa Code Section 388.4, the title to the property operated by the Water Works is held in the name of the City;

WHEREAS, the Water Works has or may enter into agreements with companies permitting them to install and operate telecommunications equipment on a Tower and within the enclosed base of a Tower;

WHEREAS, the City wishes to install, operate, and maintain its transmission and receiving
equipment on a Tower and within the enclosed base of a tower to broadcast and receive radio signals to serve the public safety needs of the residents of the City;

WHEREAS, the 17th Street Tower will be exempt from the provisions of this 28E to maintain the appropriate aesthetics as promised to the neighborhood;

WHEREAS, the Water Works and the City are interested in entering into an agreement to permit the City to locate its transmitting and receiving equipment on and within a Tower;

WHEREAS, it is imperative that the use and operation of the City's transmission and receiving equipment is not impaired or interfered with by the other telecommunication uses which are co-located on and within a Tower.

WHEREAS, certain agreements to co-locate cellular and/or PCS communication antennae have already been entered into by and between the City and/or the Water Works and other communication companies.

WHEREAS, pursuant to the aforementioned agreements, the cellular companies have agreed that their use and operation of the cellular communication equipment will not in any way interfere with the use of the property by the landlord, the City, or its other agencies or boards;

WHEREAS, the aforementioned cellular communication companies have also executed an agreement with the City which provides that in the event their communication cell towers interfere with the City's emergency (i.e., fire, EMS, police, et.) communication (i.e., radio) frequencies, the cellular communication companies will take all steps necessary to eliminate the interference including, but not limited to, removal of the cellular equipment, if necessary.

WHEREAS, it is imperative that the Water Works maintain effective control and security in its facility including a Tower to assure the consistent and economical delivery of high quality, safe water to its customers.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by both parties, Water Works and City hereby agree as follows:

1. The term of this agreement shall be for a period of ten (10) years.

2. This Agreement is a voluntary undertaking of the parties. It is not the intent of the City or Water Works to create a new legal entity by this Agreement.

3. This agreement may be renewed or extended by mutual written agreement of the parties.

4. The annual charge to the City for locating and operating it transmitting and receiving equipment on a Tower shall be One Dollar ($1) per year payable in advance on the first business day of each year. Payment of any rental charges may be waived by the Water Works.

5. In exchange for the aforementioned consideration, the Water Works agrees to permit the city at its sole expense, to install, maintain, repair, and replace its transmitting and receiving equipment on and within a Tower in locations approved in advance by the Water Works, which approval shall not be unreasonably withheld or delayed.

6. The City further agrees to repair or replace any part of a Tower which is damaged or destroyed as a result of the City exercising it rights under this agreement. The City also agrees to make short-term provisions at their expense for communication in the event the

water tower may be out of service for maintenance activities such as sandblasting or painting. The Water Works will provide six-months' notice prior to any major maintenance activities that could affect radio operations.

7. The Water Works acknowledges that the location or operation of the City's transmitting and receiving equipment on a Tower is a paramount safety need of the City. The City acknowledges consistent and economical delivery of high quality, safe water by the Water Works to its customers is also vital to the health and safety of residents of the City. The parties agree to cooperate fully to assure these vital safety needs are met for the benefit of all residents of the City.

8. The City shall be solely responsible for the costs of operating the transmitting and receiving equipment and said equipment shall be separately metered and billed to the City. However, in the event the Water Works utilizes the City's transmitting and receiving equipment, the Water Works will proportionally share in the costs of the operating of the equipment.

9. The City shall not sublet, sublease or otherwise share the transmitting and receiving equipment with any other entity except upon written approval of Water Works, which approval shall not unreasonably be delayed, conditioned or withheld.

10. The City shall obtain, at City's expense, all governmental approvals necessary for the operation of the radio transmitting and receiving equipment.

11. The Water Works will issue the City Manager and/or the Chief of Police and/or the Westcom Communications Director a key or access card to facilitate immediate access to a Tower in case of emergency which in any way threatens the function, reliability or use of the City's equipment. The City, its agents and contractors shall be granted non-emergency access to a Tower to install, maintain, repair, and replace its transmitting and receiving equipment subject to obtaining prior clearance from the Water Works' designated administrators in a proper and timely manner. Access for the City's contractors shall be given by City staff during normal business hours except in case of emergencies and, except in case of emergencies, the Water Works may require that the City personnel and contractors be accompanied by a Water Works' representative(s). The Water Works shall not unreasonably deny or delay non-emergency access.

12. The Water Works retains the right to continue use of a Tower and the authorization granted and accepted by the City pursuant to this Agreement is not exclusive. The Water Works may grant similar authorizations to persons or entities for use of the Tower so long as said uses do not interfere with the use by the City which is of paramount importance to the safety needs of the public.

13. This Agreement may be terminated by either party upon 180 days' notice by either party. In the event said written notice of termination is issued by either party or the term of the Agreement has not been renewed or extended, the City shall remove, at its sole cost and expense, its transmitting and receiving equipment and other ancillary equipment and, the

City agrees to restore a Tower to the condition it was in prior to the City's use of a Tower, ordinary wear and tear excepted.

14. All notices required by this agreement shall be in writing, mailed by regular, certified, or registered mail to the City at the following address: Attn: City Clerk, City of West Des Moines, 4200 Mills Civic Parkway, P. O. Box 65320, West Des Moines, Iowa 50265-0320; and to the Water Works at the following address: Board of Trustees, West Des Moines Water Works, 1505 Railroad Ave, West Des Moines, Iowa 50265.

15. The aforementioned cellular communication companies further acknowledge pursuant to the agreements as on file with Water Works hereto that they will take all steps necessary to ensure that their equipment does not in any way interfere with the City's and the Water Works' communication, transmission, and receiving equipment and, in the event that said cellular communication equipment does interfere they will take all steps necessary to immediately eliminate said interference including, but not limited to, removal of the cellular equipment if necessary as provided for in the attached agreements.

16. The City shall not share in the pro rata allocation of the costs of the screening materials and other improvements made to any Tower by tenants on any Tower.

17. City agrees to defend, indemnify and hold Water Works harmless from claims, loss, damages, judgments and expenses of any kind, including attorneys' fees arising directly or indirectly from the installation, use, maintenance, repair or removal of the transmitting and receiving equipment, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

18. No waiver or breach of any of the terms of this condition shall constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.

19. No statement, representation, or promise with reference to this Agreement or the premises, and/or repairs, alterations, or improvements or changes in the terms of this agreement shall be binding upon either party unless said changes are in writing and signed by an authorized representative of the City and Water Works and approved by their governing bodies. The individuals executing this warrant and represent that they are authorized to enter into this binding agreement on behalf of the Water Works and the City.

Dated this_____day of_____, 2020.

CITY OF WEST DES MOINES

_____
Steven K. Gaer, Mayor

Attest:

_____
Ryan T. Jacobsen, City Clerk

On this ____ day of _____, 2020, before me a Notary Public in and for said County, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Resolution No. 20-_____, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

_____
Notary, State of Iowa

BOARD OF TRUSTEES OF
WEST DES MOINES WATER WORKS

_____
Brian P. Rickert, Chair

Attest:

_____
Christina A. Murphy, P.E., Secretary

On this_____day of_____, 2020, before me the undersigned, a Notary Public in and for Said State of Iowa, personally appeared Brian P. Rickert and Christina A. Murphy, to me personally known who being by me duly sworn, did say that they are the Chair and Secretary respectively, of the Board of Trustees of the West Des Moines Water Works; that this instrument was signed on behalf of the West Des Moines Water Works and that the said Chairman and Secretary as such officers acknowledged the execution of said instrument to be the voluntary act and deed of the West Des Moines Water Works by it and by them voluntarily executed.

_____
Notary Public

City of West Des Moines, Iowa
West Des Moines Water Works
Chapter 28E Agreement

THIS AGREEMENT for no-cost water services is entered into between the City of West Des Moines ("City") and West Des Moines Water Works ("Water Works");

WHEREAS, this Agreement shall be effective from the date of expiration of the previous 28E Agreement for no cost water.

WHEREAS, the City and Water Works regularly discuss and negotiate a number of issues for the betterment for the services provided the public by each entity;

NOW, THEREFORE, BE IT REMEMBERED that in consideration of the mutual promises, covenants, and considerations herein contained and for the benefit of the public, the City and Water Works have entered into the following agreement pursuant to Chapter 28E of the Code of Iowa as set out herein:

I. PURPOSE:

The purpose of this Agreement is to outline shared non-cost public services between the City and Water Works.

II. DURATION:

1. This Agreement shall be approved, by resolution, by the respective governing bodies of the City and Water Works Board of Trustees with said resolution authorizing the Mayor of West Des Moines and the Chair of the Water Works to execute this Agreement on behalf of each respective party. Upon approval by each party as provided herein, the Agreement shall be filed and recorded as per Iowa Code Chapter 28E with the Agreement being in effect upon the completion of such filings.

2. Unless otherwise extended or amended by mutual written agreement of the parties, this Agreement will expire ten (10) years from the completion of the required filings.

III. ADMINISTRATOR:

Pursuant to Iowa Code Section 28E.6, the West Des Moines City Manager shall be the administrator of this Agreement.

IV. SERVICES AND RESPONSIBILITIES

The City of West Des Moines will be responsible for:

1. Advising Water Works prior to planning the construction of additional large water using facilities such as aquatic centers, fountains and all underground irrigation systems.

2. Testing seasonal water using facilities such as aquatic centers, irrigation systems and fountains for leaks each spring after the water is initially turned on to the facilities. All leaks to fountains and irrigation systems will be repaired prior to returning these facilities to service. Repairs to the aquatic centers will be determined based on the amount of leakage and impact to the public if the facility is closed. The Water Works will be notified when leaks are discovered that will not be promptly repaired.

3. Ensuring irrigation sprinkler heads are properly directing their spray onto the turf and landscape and away from impervious surfaces.

4. Installing and maintaining moisture sensor(s) or "smart" irrigation controls on each underground irrigation system to prevent the irrigation system from running when there has been sufficient rainfall or irrigation.

5. Reviewing monthly water usage reports provided by the Water Works and promptly investigating the reason for any unusually high water consumption. All leaks and faulty water fixtures will be repaired as soon as they are discovered, unless the leak occurs in the aquatic centers. Repairs to aquatic centers will be determined based on the amount of leakage and the impact to the public if the facility is closed.

6. Complying with Water Shortage Plan requirements when a Water Shortage Alert is issued by the Water Works.

7. Following the Water Works' Standard Construction Specifications and all applicable regulations for backflow prevention.

8. Paying the Water Works for the replacement cost of water meters and appurtenances when replacement is required for any reason other than normal wear and tear or damage by Water Works staff.

9. Consulting with the Water Works as to the best times of day and days of the week to operate irrigation systems and to fill swimming pools. The City will make

every effort to avoid Monday irrigation where possible to help offset demand peaks and will irrigate after 10 p.m. and before 10 a.m. when possible.

10. Refrain from withdrawing water for use by street sweepers, sewer cleaning machines, etc from hydrants limited by Water Works for fire protection only.

11. Returning a completing "Water Works Unaccounted for Water Form" whenever unmetered water is withdrawn for any purpose.

12. Exempting West Des Moines Water Works from monthly stormwater management fee, sanitary sewer fee and sanitary sewer basic service fee.

13. Paying for water services as shown on file at the City Clerk's and Water Works' offices. Services must be independently metered (no shared private and public meters).

West Des Moines Water Works will be responsible for:

1. Authorizing construction of all large water using facilities unless doing so will have a negative impact upon the water supply or the overall water distribution system. Authorization will not be unreasonably withheld.

2. Paying the cost of the initial water meter and appurtenances installed at each facility and for all replacement water meters and appurtenances when required due to normal wear and tear.

3. Issuing a Water Shortage Alert when there is a risk to the water supply.

4. Alerting City staff when water leaks are suspected.

5. Alerting City staff when "smart" irrigation systems may have failed.

6. Providing the City with monthly reports showing the water consumption of each City-owned facility.

7. When applicable, providing the City with a list of hydrants that should not be used for any purpose other than fire protection.

8. Assisting the City in locating leaking water fixtures, when requested.

9. Periodically advising the City of the best times to utilize irrigation systems so as to have the least impact upon the water supply and distribution system.

10. Providing, at no-cost, water resources for city-owned, operated, and exclusively managed public buildings, facilities and landscaped medians, or as mutually agreed upon by the Water Works General Manager and the City Manager, or their designee. A current list of locations that are covered and not covered by this agreement are on file with both the City Clerk and Water Works offices. Services must be independently metered (no shared private and public meters).

V. NOT A LEGAL ENTITY:

This Agreement is a voluntary undertaking of the parties. It is not the intent of the City or Water Works to create a new legal entity by this Agreement.

VI. NOTICES:

All notices under this Agreement shall be in writing and are deemed as given when deposited in the United States Post Office. Notices to the City shall be addressed to City Clerk, City of West Des Moines, P. O. Box 65320, West Des Moines, Iowa 50265-0320. Notices to Water Works shall be addressed to General Manager, West Des Moines Water Works, 1505 Railroad Ave, West Des Moines, IA 50265. If during the term of this Agreement either party shall change the address of the above contact persons, it shall notify the other of said new address.

VII. DISTRIBUTION OF PROPERTY

Upon termination of this Agreement or cancellation by either party equipment which has been acquired or purchased by the City will be retained by the City and equipment which has been acquired or purchased by Water Works will be retained by Water Works. In the case of a dispute or question as to ownership or use of equipment the parties shall meet and determine an equitable distribution of property.

VIII. INDEMNIFICATION:

Each party shall indemnify and hold the other party harmless from and against any and all claims, demands, causes of action, liability, loss, damage, or injury ("claims"), both to person and property, arising out of or related to this Agreement, to the extent such claims are attributable to the negligent or willful misconduct of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claims and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claims and indemnitee does not take any adverse position in connection with such claims. In the event that any such liability, loss, damage or injury is caused by the joint or concurrent

negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

IX. TERMINATION

This Agreement may be terminated by mutual written agreement or by either party giving the other party written notice of termination at least 180 days prior to the conclusion of the City's fiscal year in which termination is to be effective. Upon providing such notice, this Agreement shall be terminated effective at the end of the fiscal year in which notice is given. Upon termination both parties' obligations hereunder shall terminate.

IN WITNESS WHEREOF, the City of West Des Moines, Iowa and West Des Moines Water Works have caused this Agreement to be executed in three (3) counterparts, each of which shall be considered an original, this _____ day of _____, 2020.

CITY OF WEST DES MOINES, IOWA

By_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobsen, City Clerk

WEST DES MOINES WATER WORKS

By_____
Brian P. Rickert, Chair

ATTEST:

_____
Christina A. Murphy, Secretary

City of West Des Moines, Iowa
West Des Moines Water Works
Chapter 28E Agreement

THIS AGREEMENT for Fiber Optics technologies is entered into between the City of West Des Moines (City) and West Des Moines Water Works ("Water Works").

WHEREAS, this Agreement shall be effective from the date of expiration of the previous 28E Agreement for Fiber Optics technologies.

WHEREAS, the City and Water Works have negotiated the sharing of fiber optics for the betterment of services provided to the public by each entity:

NOW, THEREFORE, BE IT REMEMBERED that in consideration of the mutual promises, covenants, and considerations herein contained and for the benefit of the public, the City and Water Works have entered into the following agreement pursuant to Chapter 28E of the Code of Iowa as set out herein:

I. PURPOSE:

The purpose of this Agreement is for the City to provide Water Works with fiber optics technologies.

II. DURATION:

1. This Agreement shall be approved, by resolution, by the respective governing bodies of the City and Water Works with said resolution authorizing the Mayor of West of West Des Moines and the Chair of the Water Works to execute this Agreement on behalf of each respective party. Upon approval by each party as provided herein, the Agreement shall be filed and recorded as per Iowa Code Chapter 28E with the Agreement being in effect upon the completion of such filings.

2. Unless otherwise extended or amended by mutual written agreement of the parties, this Agreement shall be in effect for a period of ten (10) years from the completion of the required filings.

III. ADMINISTRATOR:

Pursuant to Iowa Code Section 28E.6, the West Des Moines City Manager shall be the administrator of this Agreement.

IV. SERVICES AND RESPONSIBILITIES

The City of West Des Moines will be responsible for:

1. Notifying the Water Works a minimum of one (1) business day in advance of scheduled maintenance and as soon as possible when unexpected problems are discovered that may affect the fiber system.

2. Reporting to the Water Works designee regarding operation and maintenance, system upgrades and other factors that may affect fiber communications.

3. Providing generally accepted industry best practice for internet security.

4. Completing all scheduled maintenance that may have a negative effect upon Water Works established business practices outside of the Water Works established regular business hours.

5. Providing access to City-owned fiber optics for the purpose of communication for water treatment and distribution facility infrastructure at no cost to the Water Works.

West Des Moines Water Works will be responsible for:

1. Providing compensation to City as set forth below.

2. Providing funding for software maintenance and support agreements that are unique to the Water Works, when feasible and prudent.

3. Allowing remote access to network and physical access to building and equipment when required.

4. Following generally accepted industry best practices for system configuration, licensing and security.

5. Identifying a designee, who shall have decision making authority regarding operation and maintenance, system upgrades and other factors that may affect fiber communications or GIS.

6. All fiber connections/extensions into water works buildings or other properties from city fiber locations.

V. TERMINATION:

This Agreement may be terminated by mutual written agreement or by either party giving the other party written notice of termination at least 180 days prior to the conclusion of the City's fiscal year in which termination is to be effective.

Upon providing such notice, this Agreement shall be terminated effective at the end of the fiscal year in which notice is given. Upon termination both parties' obligations hereunder shall terminate.

VI. NOT A LEGAL ENTITY:

This Agreement is a voluntary undertaking of the parties. It is not the intent of the City or Water Works to create a new legal entity by this Agreement.

VII\. INDEMNIFICATION:

Each party shall indemnify and hold the other party harmless from and against any and all claims, demands, causes of action, liability, loss, damage, or injury ("claims"), both to person and property, arising out of or related to this Agreement, to the extent such claims are attributable to the negligent or willful misconduct of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claims and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claims and indemnitee does not take any adverse position in connection with such claims. In the event that any such liability, loss, damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

IN WITNESS WHEREOF, the City of West Des Moines, Iowa and West Des Moines Water Works have caused this Agreement to be executed in three (3) counterparts, each of which shall be considered an original, this _____ day of _____, 2020.

CITY OF WEST DES MOINES

ATTEST:

By _____
Steven K. Gaer, Mayor

_____
Ryan T. Jacobsen, City Clerk

WEST DES MOINES WATER WORKS

ATTEST:

By _____
Brian P. Rickert, Chair

_____
Christina A. Murphy, P.E., Secretary

NO CHANGE FROM PREVIOUS READING

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

Date: February 17, 2020

ITEM: Amendment to City Code – Amend Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances) to modify the procedures and requirements for Nuisances.

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

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City of West Des Moines requests an amendment to the noted chapter and sections of Title 4 (Health and Safety Regulations) to amend regulations pertaining to Nuisances.

- Title 4 (Health and Safety Regulations)
  - Chapter 4 (Nuisances), Section 1 (Definitions), Section 3 (Habitual Violator), Section 4 (Nuisances Prohibits; Authority to Abate), Section 5 (Abatement by Administrative Proceedings), Section 6 (Abatement by Administrative Proceedings), Section 7 (Abatement by Municipal Infraction Proceedings), Section 9 (Emergency Abatement Procedure), Section 10 (Municipal Code Hearing Officer)

This amendment adds a provision for habitual violators and updates references to code enforcement officer to community compliance specialist for consistency purposes.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: City Staff recommends the City Council approve the second reading, waive the third reading and adopt in final form the amendment to City Code, Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances).

Lead Staff Member: Bret Hodne, Director of Public Service

STAFF REVIEWS:

Department Director	Bret Hodne, Director of Public Service
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney RDS
Agenda Acceptance	KR

PUBLICATION(S) (if applicable)

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

SUBCOMMITTEE REVIEW (if applicable)

Committee	Community Compliance Subcommittee		
Date Reviewed	1/21/20		
Recommendation	Yes ☒	No ☐	Split ☐

ATTACHMENTS:

Exhibit I Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING TITLE 4, (HEALTH AND SAFETY REGULATIONS), CHAPTER 4, (NUISANCES).

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

SECTION 1. AMENDMENT. Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), Section 1 (Definitions) is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text in alphabetical order;

~~CODE ENFORCEMENT~~ OFFICER ***COMMUNITY COMPLIANCE SPECIALIST***: The City Manager or any ~~Enforcement Officer~~ ***employee*** designated by the City Manager of the City of West Des Moines to enforce this chapter.

SECTION 2. AMENDMENT. Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), is hereby amended by adding a new section 4-4-3: Habitual Violator as provided in the bold and italicized text and renumbering subsequent sections accordingly;

4-4-3: HABITUAL VIOLATOR: Any person who is found to have violated this Chapter three or more times within a 12-month period, at any address in the City, shall be deemed to be a habitual violator.

SECTION 3. AMENDMENT. Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), Section ~~3~~ 4 (Nuisances Prohibited; Authority to Abate) Subsection B and C is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text;

B. The ~~Code Enforcement Officer~~ ***Community Compliance Specialist*** is authorized to abate nuisances in accordance with the procedures set forth in this chapter. Nuisances may be abated by either the administrative abatement process or the Municipal infraction process, as hereinafter provided.

C. The creation, maintenance or keeping of a "nuisance" as defined in this chapter by a responsible party ***or any other violation of this chapter*** is ***punishable as*** a simple misdemeanor ***as provided in section 903.1 of the code of Iowa (2019), or as a municipal infraction pursuant to title 1, chapter 4 of this Code, or otherwise specified by this Chapter***. Police officers, ~~Code Enforcement Officers~~ ***Community Compliance Specialists*** and the Police Chief's designees shall have the authority to issue ~~criminal~~ citations for violations of this chapter, and shall have the discretion to enforce this chapter as a simple misdemeanor, a Municipal infraction, or as an administrative abatement. Each day a nuisance continues constitutes a separate offense and is subject to a separate criminal offense and penalty. ~~Said penalty shall be a scheduled fine of fifty dollar ($50.00) upon the first offense by a person within a twelve (12) month period, a scheduled fine of seventy-five dollars ($75.00) upon a second offense within a twelve (12) month period, and one hundred dollars ($100.00) for a third or subsequent offense by a person within a twelve (12) month period calculated by the date of the offenses.~~ A "responsible party" as defined

in this chapter may be shown to be maintaining or keeping a nuisance on a property for the purpose of this section if the responsible party knows or a reasonable person in the responsible party's position would reasonably know that the condition constituting a nuisance exists on the property. Failure of a responsible party to correct a nuisance within twenty four (24) hours after receipt of a verbal or written notice of the existence of a nuisance by a peace officer or ~~Code Enforcement Officer~~ ***Community Compliance Specialist*** shall be deemed as knowledge of the existence of the nuisance, but is not required to show knowledge.

SECTION 4. <u>AMENDMENT</u>. Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), Section 4 5 (Notice to Abate; Service), Subsection A is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text;

A. The City Manager, or any ~~Code Enforcement Officer~~ ***Community Compliance Specialist***, is hereby authorized to serve upon the owner or responsible party of the property upon which the nuisance is being maintained, or upon the person or persons causing or maintaining the nuisance, a written notice to abate as prescribed below.

SECTION 5. <u>AMENDMENT</u>. Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), Section ~~5~~ 6 (Abatement by Administrative Proceedings), Subsection A is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text;

A. Content Of Notice: In the event the ~~Enforcement Officer~~ ***Compliance Specialist*** decides to abate a nuisance administratively, the notice to abate shall include the following information:

1. Description of what constitutes a nuisance, citing the appropriate Code section.

2. Description of the action necessary to abate the nuisance.

3. The order to abate within a specified time period.

4. The notice shall advise that, upon failure to comply with the order to abate, the City shall undertake such abatement and that the cost of abatement may be assessed against the property for collection in the same manner as Property Taxes.

5. The notice shall also advise as to the opportunity for an administrative hearing and that failure to request such a hearing within the time specified in the notice shall constitute a waiver of the right to a hearing and that said notice shall thereafter become a final determination and order to abate.

6. Fees for the administrative hearing shall be ten dollars ($10.00).

SECTION 6. AMENDMENT. Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), Section 6 7 (Abatement by Municipal Infraction Proceedings), Subsection A and B are hereby amended by deleting the highlighted strike-thru text and adding the bold italic text;

A. Content Of Notice: In the event the ~~enforcement officer~~ ***compliance specialist*** decides to abate a nuisance through the municipal infraction process, the notice to abate shall include the following information:

1. Description of what constitutes a nuisance, citing the appropriate code section.

2. Description of the action necessary to abate the nuisance.

3. The order to abate within a specified time period.

4. Explanation that failure to abate the nuisance within the time specified will result in the issuance of a civil citation charging the owner or responsible party with a municipal infraction.

5. Explanation that each day that a nuisance is permitted to continue constitutes a separate offense.

6. Explanation that upon being found guilty of a municipal infraction, the court is authorized to order abatement, assess the costs of abatement against the property and/or enter them as ajudgment against the defendant, and assess a civil penalty against the defendant.

B. Issuance Of Civil Citation: In the event that the nuisance is not abated as ordered and within the time specified in the notice to abate, the ~~enforcement officer~~ ***compliance specialist*** may issue a civil citation to the property owner or responsible party, charging that person with a municipal infraction. The ~~enforcement officer~~ ***compliance specialist*** may, but shall not be required to, give notice to abate prior to issuance of a civil citation for a repeat offense involving the same property and occurring within one year of a prior violation.

SECTION 7. AMENDMENT. Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), Section 8 9 (Emergency Abatement Procedure) is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text;

When the ~~enforcement officer~~ ***compliance specialist*** determines that a nuisance exists on a property and the nuisance constitutes an imminent clear and compelling danger to health, safety or welfare of persons or property, the ~~enforcement officer~~ ***compliance specialist*** is authorized to abate or have abated the nuisance without prior notice and opportunity of hearing. The costs of such action may be assessed against the property for collection in the same manner as property tax. However, prior to such assessment, the city shall give a property owner notice by certified mail and the opportunity for an

administrative hearing in accordance with the procedures of section 4-4-~~5~~ ***6*** of this chapter.

SECTION 8. <u>AMENDMENT</u>. Title 4 (Health and Safety Regulations), Chapter 4 (Nuisances), Section ~~9~~ 10 (Municipal Code Hearing Officer), Subsection C is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text;

C. Hearing On Actions, Interpretations, Notices And Orders:

1. Any person affected by any action, interpretation, notice or order which has been issued by a ~~enforcement officer~~ ***compliance specialist*** in connection with the enforcement of this chapter, through the administrative abatement process, may request, and shall be granted, a hearing on the matter before the municipal code hearing officer; provided, that, such a request for a hearing must be in a form of a written petition and must be filed with the city clerk within the following time periods:

   a) where a notice or order was served or mailed pursuant to this chapter, written petition must be filed with the city clerk within seven (7) calendar days; b) where notice or order was published as provided in this chapter, written petition must be filed with the city clerk within seven (7) calendar days after date of last publication; c) where a notice or order was served by posting in a conspicuous place on the property or building deemed a nuisance, a written petition must be filed with the clerk within seven (7) calendar days of the posting of the notice. Any petition so filed shall state the particular section of the ordinance involved and a brief statement of grounds upon which such appeal is taken. Failure to request a hearing and filing a timely petition as prescribed herein shall constitute a waiver of the right to a hearing, and the notice or order shall become a final determination and order.

2. Upon receipt of a timely filed petition, the hearing officer shall set a time and place for such hearing and shall give written notification thereof. Notification shall be given either through personal service or by certified mail, return receipt requested. The notice shall include a statement of the time, place and nature of the hearing.

3. If the petitioner fails to appear at such hearing, the hearing officer may proceed with the hearing and make a decision in the absence of the party.

SECTION 9. <u>REPEALER</u>. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 10. <u>SAVINGS CLAUSE.</u> 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 11. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Sections 1 and 2 of the City Code of the City of West Des Moines, Iowa.

SECTION 12. 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 13. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2020, and approved this _____ day of _____, 2020.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson , City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2020, and was published in the Des Moines Register on __ _____, 2020.

_____
Ryan T. Jacobson, City Clerk

CITY OF WEST DES MOINES
MEMORANDUM

TO: Honorable Mayor Gaer and Members of the City Council

FROM: Brian Portz, Planner BP

DATE: February 17, 2020

RE: Item 6a – Pavilion Park – Amend Comprehensive Plan Land Use Map to designate Mixed Use (MU), Office (OF), Medium Density (MD), and Single Family (SF) land use and establish the Pavilion Park Planned Unit Development

Staff is requesting that this item be continued to the March 2, 2020 City Council meeting to allow for completion of a traffic study for the potential development of this site.

Recommendation: Approval of a continuation of the Pavilion Park public hearing to the March 2, 2020 City Council meeting.

cc. Lynne Twedt, Director of Development Services
Tom Hadden, City Manager
Richard Scieszinski, City Attorney

CITY OF WEST DES MOINES
MEMORANDUM

TO: Mayor and City Council

FROM: Christine Gordon, AICP, Housing Planner

DATE: February 14, 2020

RE: Continuation of Development Agreement with WillieT, LLC

Staff is requesting that this item be continued to the City Council meeting of March 2, 2020, in order to allow adequate time for the signatory to review the proposed Development Agreement.

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: **February 17, 2020**

ITEM: Resolution - Opening and Closing Public Hearing and Approving Conveyance of Property to City of Waukee

FINANCIAL IMPACT: None at this time

SYNOPSIS: On November 4, 2019, the West Des Moines City Council approved Plats-of-Survey (POS 002-Cl, POS 002-C2, and POS 002-C3) to create three parcels for transfer of ownership from the City of West Des Moines to the City of Waukee. The property was acquired by the City of West Des Moines as part of the Alice's Road/105th Street and Interstate 80 overpass and interchange projects, WDM Project Nos. 0510-031-2007 and 0510-015-2008. Pursuant to an agreement, West Des Moines agreed to convey any property within Waukee corporate limits to the City of Waukee following completion of the Project. The attached Resolution authorizes the conveyance of the property to the City of Waukee at no cost.

RECOMMENDATION: Approve the Resolution and supporting documents conveying property to the City of Waukee

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	KW

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	February 12, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation			

Prepared by: Richard J. Scieszinski, City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3614
Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

SPACE ABOVE THIS LINE FOR RECORDER

RESOLUTION NO. _____

RESOLUTION OPENING AND CLOSING PUBLIC HEARING AND APPROVING CONVEYANCE OF PROPERTY TO THE CITY OF WAUKEE

WHEREAS, the City of West Des Moines, Iowa is the owner of property located along the Grand Prairie Parkway and 1-80 Interchange, Waukee, to the City of Waukee, which was acquired for construction of the Alice's Road/105th Street and Interstate 80 overpass and interchange projects, Project Nos. 0510-031-2007 and 0510-015-2008; and

WHEREAS, pursuant to an agreement, West Des Moines agreed to convey any property within Waukee corporate limits to the City of Waukee following completion of the Projects; and

WHEREAS, Waukee has agreed to be responsible for maintenance of the Property in exchange for conveyance of the Property; and

WHEREAS, on November 4, 2019, the West Des Moines City Council approved Plats-of-Survey (POS 002-C1, POS 002-C2, and POS 002-C3) to create three parcels for transfer of ownership from the City to the City of Waukee; and

WHEREAS, pursuant to Code of Iowa Sections 362.3 and 364.7, publication of notice for the conveyance of the property legally described on Plats of Survey labeled Exhibits 002-C1, 002-C2, and 002-C3, as recorded in Book 2019, Pages 24199, 24200 and 24201, respectively, and filed on December 13, 2019, has been made; and

WHEREAS, this being the time and place for a public hearing regarding conveyance of the Property; and

WHEREAS, the City Council of the City of West Des Moines, Iowa finds that the conveyance of the Property to the City of Waukee is in the best interest of the City of West Des Moines, Iowa.

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 Plats of Survey labeled Exhibits 002-C1, 002-C2, and 002-C3, as recorded in Book 2019, Pages 24199, 24200 and 24201, respectively, and filed on December 13, 2019 has been properly made.

2. The public hearing regarding conveyance of the above legally-described Property is hereby closed.

3. Conveyance of Parcels labeled Exhibits 002-C1, 002-C2, and 002-C3, as recorded in Book 2019, Pages 24199, 24200 and 24201, respectively, and filed on December 13, 2019, to the City of Waukee, is hereby approved. Conveyance shall be by Quit-Claim Deed.

4. The Mayor is authorized to sign a Quit Claim Deed conveying the Property and the City Clerk is directed to attest to his signature. The documents shall be filed with the County Recorder as appropriate.

PASSED AND APPROVED this 17th day of February, 2020.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

Prepared by: Richard J. Scieszinski, City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3614
Return to/Address Tax Statements: City of Waukee, City Clerk, 230 W. Hickman Road, Waukee, IA 50263 (515) 978-7900

QUITCLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, the **City of West Des Moines**, a municipal corporation organized under the laws of the State of Iowa ("Grantor") does hereby Quitclaim to **City of Waukee**, a municipal corporation organized under the laws of the State of Iowa ("Grantee"), all its right, title, interest, estate, claim and demand in the following described real estate in **Dallas** County, Iowa:

> As shown on the Plats of Survey labeled Exhibits 002-C1, 002-C2, and 002-C3, as recorded in Book 2019, Pages 24199, 24200 and 24201, respectively, on December 13, 2019 in the Office of the Dallas County, Iowa Recorder.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this _____ day of _____, 2020.

CITY OF WEST DES MOINES,
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 _____, 2020, before me a Notary Public in and for said County, personally appeared **Steven K. Gaer and Ryan T. Jacobson**, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Resolution No. _____, passed on the ____ day of _____, 2020, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

_____
Notary, State of Iowa

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: February 17, 2020

ITEM: Resolution - Opening and Closing Public Hearing and Approving Conveyance of Property to Hurd Black, LLC and Hurd West Glen, LLC

FINANCIAL IMPACT:

SYNOPSIS: In conjunction with the construction of the South 88th Street and Mills Civic Parkway intersection, the City negotiated agreements with adjacent property owners. Among other things, the agreements addressed the disposition of excess parcels created by the realignment of the intersection. A term of the agreements between Hurd Black LLC, Hurd West Glen, LLC and the City provide for the conveyance by the City of the two parcels shown on the attached Acquisition Plats. In exchange, the Hurd entities agree to pay the City for the parcels based upon their fair market value.

The attached Resolution acknowledges the public hearing, authorizes the conveyance of Parcel 19-34 to Hurd Black, LLC and Parcel 19-35 to Hurd West Glen, LLC and approves the documentation required for the conveyances.

RECOMMENDATION: Approve the Resolution and supporting documents conveying property to Hurd Black, LLC and Hurd West Glen, LLC

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	RJS
Agenda Acceptance	KW

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	February 12, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation			

RESOLUTION NO. _____

RESOLUTION OPENING AND CLOSING PUBLIC HEARING AND APPROVING CONVEYANCE OF PROPERTY TO HURD BLACK, LLC AND HURD WEST GLEN, LLC

WHEREAS, the City of West Des Moines, Iowa is the owner of property located adjacent to Mills Civic Parkway which was voluntarily acquired for construction of the South 88th Street and Mills Civic Parkway Reconstruction Project No. 0510-048-2018; and

WHEREAS, City staff has determined that this is excess Property not needed for the Project; and

WHEREAS, in fulfillment of an agreement regarding construction of the Project with the adjacent property owners, Hurd Black, LLC and Hurd West Glen, LLC, and pursuant to Code of Iowa Sections 362.3 and 364.7, publication of notice for the conveyance of the property legally described on Plats of Survey 19-34 and 19-35, as recorded in Book 2019, Pages 20034 and 20035, respectively, has been made; and

WHEREAS, this being the time and place for a public hearing regarding conveyance of the Property; and

WHEREAS, the City Council of the City of West Des Moines, Iowa finds that the conveyance of Parcel 19-34 to Hurd Black, LLC and conveyance of Parcel 19-35 to Hurd West Glen, LLC as previously provided by agreement should be approved.

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

1. Pursuant to Code of Iowa Section 364.7, publication of notice regarding conveyance of the Property legally described on Plats of Survey labeled Parcels 19-34 and 19-35, as recorded in Book 2019, Pages 20034 and 20035, respectively, and filed on October 23, 2019 has been properly made.

2. The public hearing regarding conveyance of the above legally-described Property is hereby closed.

3. Conveyance by quitclaim deed of Parcels 19-34 and 19-35 as shown in Book 2019, Pages 20034 and 20035, respectively, and filed October 23, 2019, to Hurd Black LLC and Hurd West Glen LLC, respectively, is hereby approved.

4. The Mayor is authorized to sign the quitclaim deeds conveying the Property and the City Clerk is directed to attest to the Mayor's signature. The documents shall be filed with the county recorder as appropriate.

PASSED AND APPROVED this 17th day of February, 2020.

_____
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: Hurd Black, LLC, 2000 Fuller Road, West Des Moines, IA 50265 515-225-1102

SPACE ABOVE THIS LINE
FOR RECORDER

QUITCLAIM DEED

For the consideration of One Dollar and other valuable consideration, the **City of West Des Moines**, a municipal corporation organized under the laws of the State of Iowa ("Grantor") does hereby quitclaim to **Hurd Black, 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 legally-described and shown on the Plat of Survey labeled Parcel 19-34, recorded in Book 2019, Page 20034 and filed October 23, 2019 in the Office of the Dallas County, Iowa Recorder, subject to any and all easements of record.

Dated this ___ day of _____, 2020.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2020, before me a Notary Public in and for said County, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Resolution No. _____ approved on the 17th day of February, 2020 and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

_____
Notary Public

This deed is exempt from transfer tax pursuant to Iowa Code Section 428A.2(6).

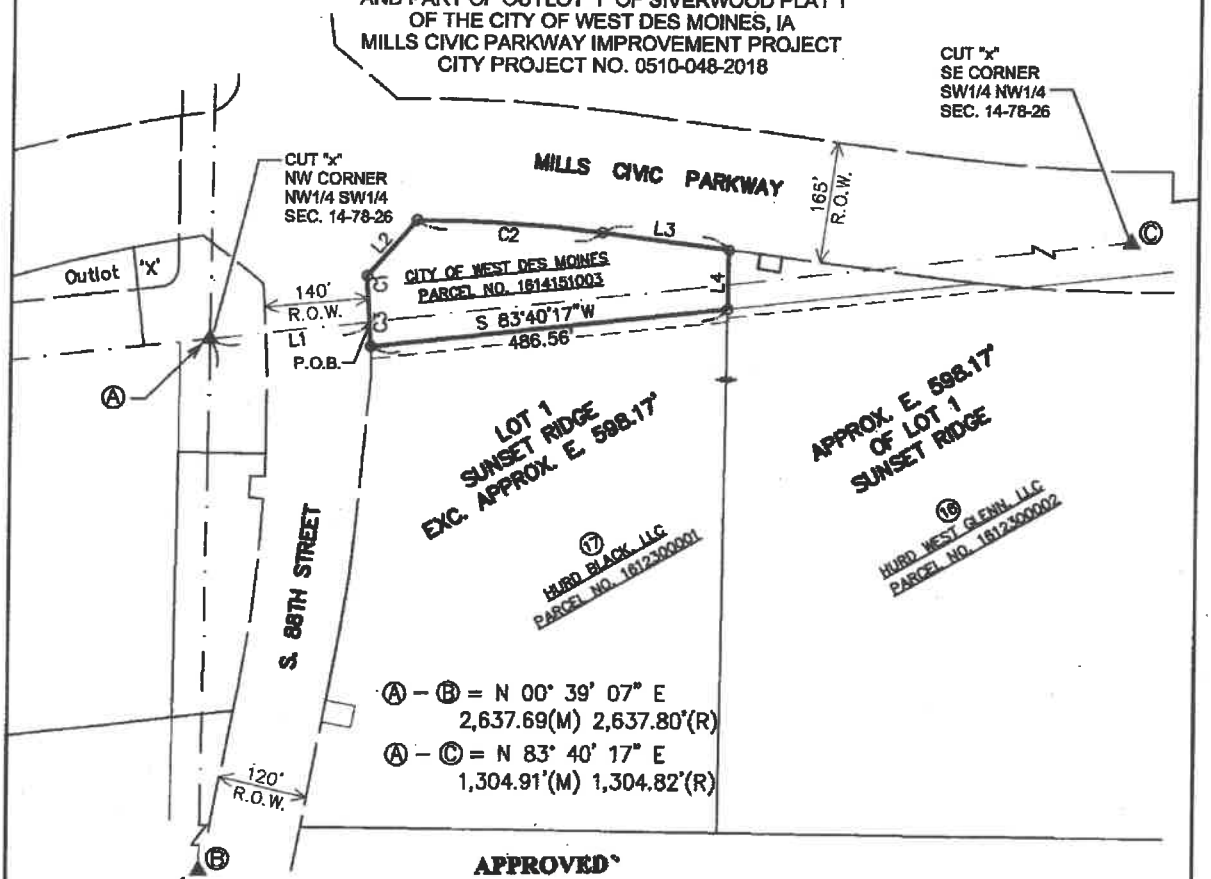
Index Legend	
City:	West Des Moines
County:	Dallas County
Parcel ID:	Existing Right-of-way
Description:	Part of NE 1/4 SE 1/4, Sec. 15 – T78N – R26W & Part of NW 1/4 SW 1/4, Sec. 14 – T78N – R26W
Proprietor:	City of West Des Moines, Iowa
Surveyor:	Micheal G. Semke
Company:	Howard R. Green Company
Return To:	5525 Merle Hay Road, Suite 200 Johnston, IA 50131 | (515) 278-2913

Doc ID: 007884210002 Type: CL-SURPL
Recorded: 10/23/2019 at 08:17:24 AM
Fee Amt: $12.00 Page 1 of 2
Dallas County Iowa
Chad C. Airhart RECORDER
File#
BK 2019 PG 20034

PLAT of SURVEY

PARCEL 19–34

PART OF THE NORTH 33 FEET OF THE NW 1/4 OF THE SW 1/4
OF SECTION, 14, T78N, R26W OF THE 5TH P.M., DALLAS COUNTY, IA
AND PART OF OUTLOT 'T' OF SIVERWOOD PLAT 1
OF THE CITY OF WEST DES MOINES, IA
MILLS CIVIC PARKWAY IMPROVEMENT PROJECT
CITY PROJECT NO. 0510-048-2018



APPROVED
THE CITY OF WEST DES MOINES
APPROVED

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● MONUMENT FOUND 1/2" ROD WITH YELLOW CAP #7814 UNLESS NOTED
- ○ 1/2" RE-ROD WITH YELLOW CAP #10318 TO BE SET AFTER CONSTRUCTION
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PROPERTY LINE

PROFESSIONAL LAND SURVEYOR
MICHEAL G. SEMKE
10318
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 PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Micheal G. Semke 5/17/19
SIGNATURE DATE
MICHEAL G. SEMKE, P.L.S. NO. 10318
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019.
THIS CERTIFICATION COVERS THIS SHEET ONLY.

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3475

HRGreen

CHORD
HOWARD R. GREEN COMPANY
5525 MERLE HAY ROAD
SUITE 200
JOHNSTON, IA 50131
PHONE: (515) 278-2913
FAX: (515) 278-1846

SHEET
1 OF 2

FILE: REMNANT\HURDWEST.DWG

PLAT of SURVEY

PARCEL 19–34

PART OF THE NORTH 33 FEET OF THE NW 1/4 OF THE SW 1/4
OF SECTION, 14, T78N, R26W OF THE 5TH P.M., DALLAS COUNTY, IA
AND PART OF OUTLOT 'T' OF SIVERWOOD PLAT 1
OF THE CITY OF WEST DES MOINES, IA
MILLS CIVIC PARKWAY IMPROVEMENT PROJECT
CITY PROJECT NO. 0510-048-2018

PROPERTY OWNER:

CITY OF WEST DES MOINES
4200 MILLS CIVEIC PKWY.
WEST DES MOINES, IA 50265

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M AND PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., ALL IN DALLAS COUNTY, IOWA A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest Corner of the Northwest Quarter of the Southwest Quarter of Section 14, Township 78 North, Range 26 West of the 5th P.M., Dallas County, Iowa; thence North 83° 40' 17" East along the North line of said Southwest Quarter, 215.98 feet to the POINT OF BEGINNING said point being on the Right–of–way line of South 88th Street and Mills Civic Parkway; said point being the beginning of a non–tangent curve, concave to the West, having a radius of 2075.00 feet, a central angle of 01° 45' 09", and a chord of 63.46 feet bearing North 03° 43' 43" West; thence Northerly along said curve, a distance of 63.47 feet; thence North 41° 33' 45" East, 101.90 feet to the point of curvature of a non–tangent curve, concave to the South, having a radius of 1917.50 feet, a central angle of 07° 31' 35", and a chord of 251.70 feet bearing South 86° 21' 02" East; thence Easterly along said curve, a distance of 251.88 feet; thence South 82° 35' 14" East, 172.68 feet; thence South 00° 39' 28" West, 80.70 feet; thence South 83° 40' 17" West, 486.56 feet to the point of curvature of a non–tangent curve, concave to the West, having a radius of 2075.00 feet, a central angle of 00° 54' 48", and a chord of 33.08 feet bearing North 02° 23' 44" West; thence Northerly along said curve, a distance of 33.08 feet to the POINT OF BEGINNING containing 1.439 acres subject to easements apparent or of record.

The above described parcel shall hereafter be known as Parcel 19–34 a part of the Southwest Quarter and the Northwest Quarter in Section 14, Township 78 North, Range 26 West of the 5th P.M., Dallas County, Iowa.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	BEARING
C 1	01°45'09"	2075.00'	63.47'	31.74'	63.46'	N 03°43'43"W
C 2	07°31'35"	1917.50'	251.88'	126.12'	251.70'	S 86°21'02"E
C 3	00°54'48"	2075.00'	33.08'	16.54'	33.08'	N 02°23'44"W

LINE	BEARING	DISTANCE
L 1	N 83°40'17"E	215.98'
L 2	N 41°33'45"E	101.90'
L 3	S 82°35'14"E	172.68'
L 4	S 00°39'28"W	80.70'

PROFESSIONAL LAND SURVEYOR
MICHEAL G. SEMKE
10318
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 PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Micheal G. Semke 5/17/19
SIGNATURE DATE

MICHEAL G. SEMKE, P.L.S. NO. 10318
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019.
THIS CERTIFICATION COVERS THIS SHEET ONLY.

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3475

HRGreen

HOWARD R. GREEN COMPANY
5525 MERLE HAY ROAD
SUITE 200
JOHNSTON, IA 50131
PHONE: (515) 278-2913
FAX: (515) 278-1846

SHEET
2 OF 2

ANSI PL. NOS. APPROVED: CP JOB NUMBER: 52527011 CAD DATE: 05/09/2019 CAD FILE: REMNANT\HURDWEST.DWG

Prepared by/Return to: R.J. Scieszinski, P.O. Box 65320, West Des Moines IA 50265-0320; 515-222-3614
Address Tax Statements: Hurd West Glen, LLC, 2000 Fuller Road, West Des Moines, IA 50265 515-225-1102

SPACE ABOVE THIS LINE
FOR RECORDER

QUITCLAIM DEED

For the consideration of One Dollar and other valuable consideration, the **City of West Des Moines**, a municipal corporation organized under the laws of the State of Iowa ("Grantor") does hereby quitclaim to **Hurd West Glen, 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 legally-described and shown on the Plat of Survey labeled Parcel 19-35, recorded in Book 2019, Page 20035 and filed October 23, 2019 in the Office of the Dallas County, Iowa Recorder, subject to any and all easements of record.

Dated this ____ day of February, 2020.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2020, before me a Notary Public in and for said County, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Resolution No. _____ approved on the 17th day of February, 2020 and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

_____
Notary Public

This deed is exempt from transfer tax pursuant to Iowa Code Section 428A.2(6).

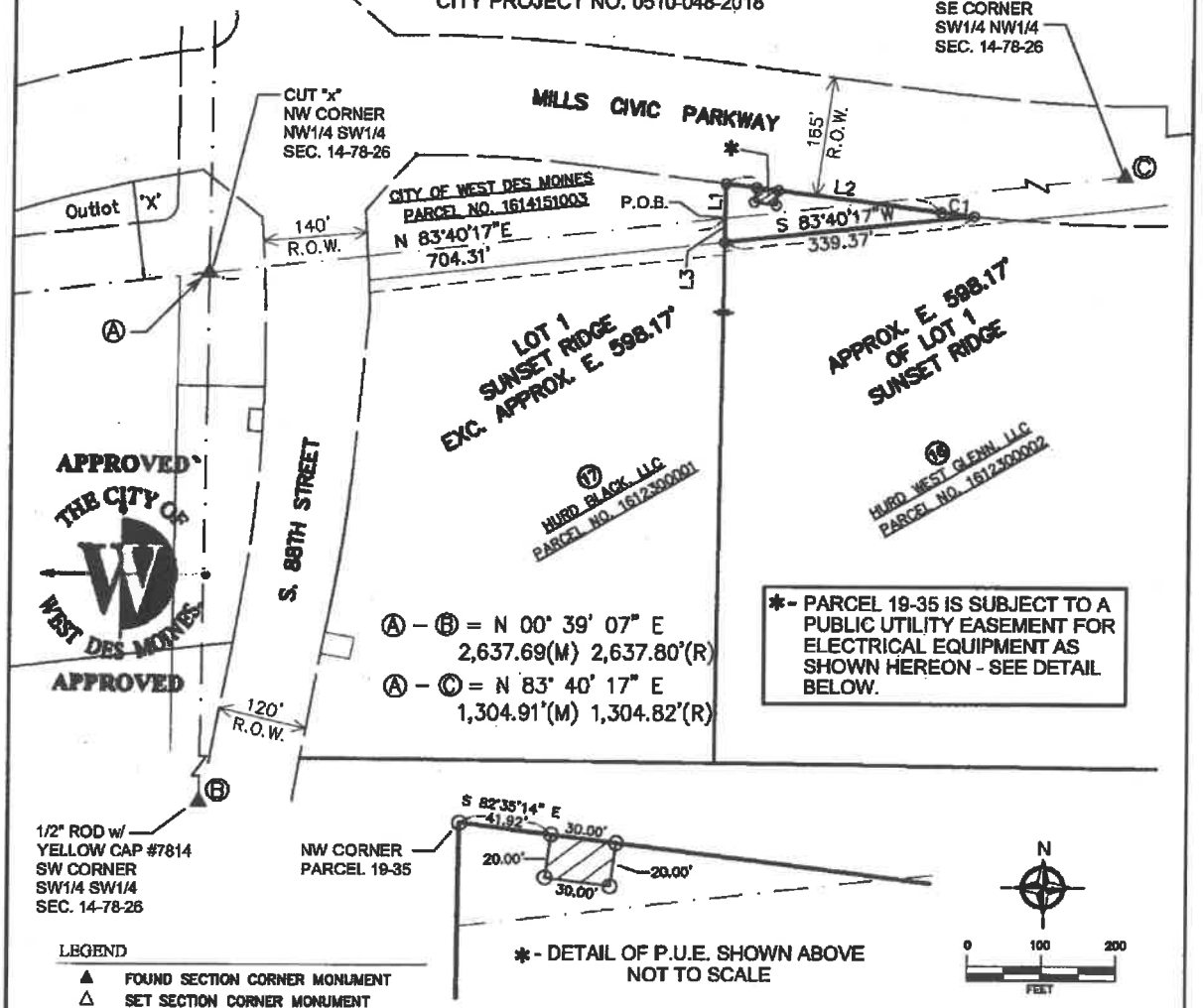
Index Legend	
City:	West Des Moines
County:	Dallas County
Parcel ID:	Existing Right-of-way
Description:	Part of NE 1/4 SE 1/4, Sec. 15 – T78N – R26W & Part of NW 1/4 SW 1/4, Sec. 14 – T78N – R26W
Proprietor:	City of West Des Moines, Iowa
Surveyor:	Micheal G. Semke
Company:	Howard R. Green Company
Return To:	5525 Merle Hay Road, Suite 200 Johnston, IA 50131 | (515) 278-2913

Doc ID: 007884220002 Type: CL-SURPL
Recorded: 10/23/2019 at 08:17:41 AM
Fee Amt: $12.00 Page 1 of 2
Dallas County Iowa
Chad C. Airhart RECORDER
File#
BK 2019 PG 20035

PLAT of SURVEY

PARCEL 19–35

PART OF THE NORTH 33 FEET OF THE NW 1/4 OF THE SW 1/4
OF SECTION, 14, T78N, R26W OF THE 5TH P.M., DALLAS COUNTY, IA
AND PART OF OUTLOT 'T' OF SIVERWOOD PLAT 1
OF THE CITY OF WEST DES MOINES, IA
MILLS CIVIC PARKWAY IMPROVEMENT PROJECT
CITY PROJECT NO. 0510-048-2018



*- PARCEL 19-35 IS SUBJECT TO A PUBLIC UTILITY EASEMENT FOR ELECTRICAL EQUIPMENT AS SHOWN HEREON - SEE DETAIL BELOW.

*- DETAIL OF P.U.E. SHOWN ABOVE
NOT TO SCALE

LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ● MONUMENT FOUND 1/2" ROD WITH YELLOW CAP #7814 UNLESS NOTED
- O 1/2" RE-ROD WITH YELLOW CAP #10318 TO BE SET AFTER CONSTRUCTION
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PROPERTY LINE

PROFESSIONAL LAND SURVEYOR
MICHEAL G. SEMKE
10318
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 PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Micheal G. Semke 5/17/19
SIGNATURE DATE

MICHEAL G. SEMKE, P.L.S. NO. 10318
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019.
THIS CERTIFICATION COVERS THIS SHEET ONLY.

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3475

HRGreen

HOWARD R. GREEN COMPANY
5525 MERLE HAY ROAD
SUITE 200
JOHNSTON, IA 50131
PHONE: (515) 278-2913
FAX: (515) 278-1846

SHEET
1 OF 2

FILE: REMNANT\HURDWEST.DWG

PLAT of SURVEY

PARCEL 19–35

PART OF THE NORTH 33 FEET OF THE NW 1/4 OF THE SW 1/4
OF SECTION, 14, T78N, R26W OF THE 5TH P.M., DALLAS COUNTY, IA
AND PART OF OUTLOT 'T' OF SIVERWOOD PLAT 1
OF THE CITY OF WEST DES MOINES, IA
MILLS CIVIC PARKWAY IMPROVEMENT PROJECT
CITY PROJECT NO. 0510-048-2018

PROPERTY OWNER:

CITY OF WEST DES MOINES
4200 MILLS CIVEIC PKWY.
WEST DES MOINES, IA 50265

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M AND PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 26 WEST OF THE 5TH P.M., ALL IN DALLAS COUNTY, IOWA A PART OF THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest Corner of the Northwest Quarter of the Southwest Quarter of Section 14, Township 78 North, Range 36 West of the 5th P.M., Dallas County, Iowa; thence North 83° 40' 17" East along the North line of said Southwest Quarter, 704.31 feet to the POINT OF BEGINNING; thence North 00° 39' 28" East, 47.45 feet to the Southerly Right–of–way of Mills Civic Parkway; thence South 82° 35' 14" East, 294.66 feet along said line to the point of curvature of a tangent curve, concave to the North, having a radius of 2082.50 feet and a central angle of 01° 13' 27"; thence Easterly along said curve, a distance of 44.49 feet; thence South 83° 40' 17" West, 339.37 feet; thence North 00° 39' 28" East, 33.25 feet to the POINT OF BEGINNING containing 0.310 acre subject to easements apparent or of record.

The above described parcel shall hereafter be known as Parcel 19–35 a part of the Southwest Quarter and the Northwest Quarter in Section 14, Township 78 North, Range 26 West of the 5th P.M., Dallas County, Iowa.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	01°13'27"	2082.50'	44.49'	22.24'	44.49'	S83°11'58" E

LINE	BEARING	DISTANCE
L 1	N 00°39'28"E	47.45'
L 2	S 82°35'14"E	294.66'
L 3	N 00°39'28"E	33.25'

PROFESSIONAL LAND SURVEYOR
MICHEAL G. SEMKE
10318
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 PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Micheal G. Semke 5/17/19

SIGNATURE DATE

MICHEAL G. SEMKE, P.L.S. NO. 10318
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019.
THIS CERTIFICATION COVERS THIS SHEET ONLY.

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3475

HRGreen

HOWARD R. GREEN COMPANY
5525 MERLE HAY ROAD
SUITE 200
JOHNSTON, IA 50131
PHONE: (515) 278-2913
FAX: (515) 278-1846

SHEET
2 OF 2

CAD FILE: REMNANT\HURDWEST.DWG

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM: Resolution – Opening and Closing Public Hearing and Approving Conveyance of Excess Property to Hurd Real Estate Services, Inc.

FINANCIAL IMPACT: None

SYNOPSIS: The City is owner of a very small parcel (0.03 acres) of property generally located at SE Willow Creek Drive and Veterans Parkway, which was originally obtained by the county for a maintenance shed. It was transferred to the DOT when Army Post Road became IA-5 then to the City with the transfer of jurisdiction. Due to its size and location, it is unusable as stand-alone parcel, with the maintenance cost to the City exceeding its actual value. Hurd Real Estate Services, Inc. has indicated interest in obtaining the parcel, which, as an adjacent property owner, is consistent with the City property disposition policy.

RECOMMENDATION: Approve the Resolution conveying at no cost the property shown on the attached Disposition Plat (Exhibit 04-D) to Hurd Real Estate Services, Inc.

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	DM Register
Dates(s) Published	February 12, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee	None		
Date Reviewed			
Recommendation			

RESOLUTION NO. _____

RESOLUTION APPROVING THE CONVEYANCE OF PROPERTY TO HURD REAL ESTATE SERVICES, INC.

WHEREAS, the City of West Des Moines is the owner of property located adjacent to Veterans Parkway; and

WHEREAS, City staff has determined that this is excess property not needed for any public purpose; and

WHEREAS, due to the size and location of the property, City maintenance obligations exceed the value of the property; and

WHEREAS, the City property disposition policy provides the adjacent owner priority in acquiring excess property; and

WHEREAS, Hurd Real Estate Services, Inc., as adjacent owner, has indicated its interest in obtaining the property; and

WHEREAS, pursuant to Code of Iowa Sections 362.3 and 364.7, publication of notice for the conveyance of the property legally described on the attached **Exhibit 04-D** has been made; and

WHEREAS, this being the time and place for a public hearing regarding conveyance of the Property; and

WHEREAS, the City Council of the City of West Des Moines, Iowa finds that the conveyance of the property at no cost to Hurd Real Estate Services, Inc. is in the best interest of the City of West Des Moines, Iowa.

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 04-D** has been properly made.

2. The public hearing regarding conveyance of the above legally-described property is closed.

3. Conveyance by quitclaim deed of the property described on the attached **Exhibit 04-D** to Hurd Real Estate Services, Inc. is hereby approved.

4. The Mayor is authorized to sign the quitclaim deed conveying the property and the City Clerk is directed to attest to the Mayor's signature. The documents shall be provided to Hurd Real Estate Services, Inc. as appropriate.

PASSED AND APPROVED this 17th day of February, 2020.

_____
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: Hurd Real Estate Services, Inc., 2000 Fuller Rd., W. Des Moines, 50265 515-225-1102

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 **Hurd Real Estate Services, Inc.**, an Iowa corporation, ("Grantee") all its right, title, interest, estate, claim and demand in the following described real estate in Polk County, Iowa:

As shown on the attached Disposition Plat identified as Exhibit "04-D" subject to any easements of record.

Dated this 17th day of February, 2020

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 17th day of February, 2020, 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 17th day of February, 2020 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).

INDEX LEGEND

COUNTY: Polk
SITE ADDRESS: SE Willow Creek Drive & Veterans Parkway
CITY: West Des Moines
SECTION: 34 TOWNSHIP: 78 RANGE: 25
ALIQUOT PART: NE1/4 NE1/4
PROPRIETOR: City of West Des Moines
REQUESTED BY: City of West Des Moines
SURVEYOR NAME: Vincent E. Piagentini

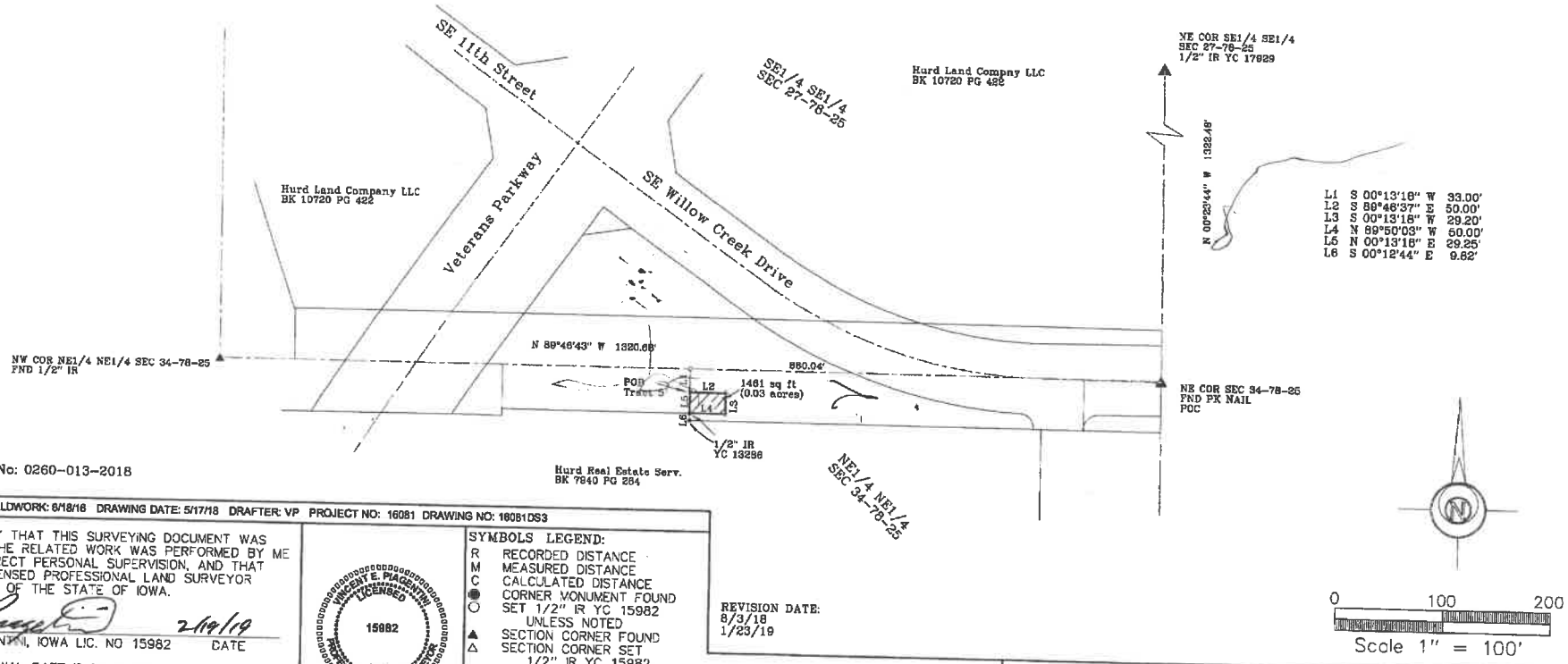
PREPARED BY & RETURN TO: ABACI CONSULTING INC, 101 NE CIRCLE DR., GRIMES, IA 50111, PH.(515)986-5048

DISPOSITION PLAT
EXHIBIT 04-D

Legal Description – Tract 5
All that part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 34, Township 78 North, Range 25 West of the 5th P.M., now included in and forming a part of the City of West Des Moines, Polk County, Iowa, more particularly described as follows: Commencing at the Northeast corner of the NE1/4 of the NE1/4 of said Section 34, thence North 89°46'43" West, along the North line of the NE1/4 of the NE1/4 of said Section 34, a distance of 660.04 feet; thence South 00°13'18" West, a distance of 33.00 feet, to the Point of Beginning; thence South 89°46'37" East, a distance of 50.00 feet; thence South 00°13'18" West, a distance of 29.20 feet; thence North 89°50'03" West, a distance of 50.00 feet; thence North 00°13'18" East, a distance of 29.25 feet to the Point of Beginning, and containing 1,461 square feet or 0.03 acres of land, more or less.

SPACE ABOVE FOR USE BY RECORDER OFFICE

Property Owner:
City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, Iowa 50265
Bk 14164 Pg 249



City Project No: 0260-013-2018

DATE OF SURVEY FIELDWORK: 6/18/16 DRAWING DATE: 5/17/18 DRAFTER: VP PROJECT NO: 16081 DRAWING NO: 16081DS3

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

2/19/19

VINCENT E. PIAGENTINI, IOWA LIC. NO 15982 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020.

ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED HERE)

VINCENT E. PIAGENTINI LICENSED 15982 IOWA PROFESSIONAL LAND SURVEYOR

SYMBOLS LEGEND:
R RECORDED DISTANCE
M MEASURED DISTANCE
C CALCULATED DISTANCE
● CORNER MONUMENT FOUND
○ SET 1/2" IR YC 15982 UNLESS NOTED
▲ SECTION CORNER FOUND
△ SECTION CORNER SET 1/2" IR YC 15982 UNLESS NOTED
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
YC YELLOW CAP

REVISION DATE:
8/3/18
1/23/19

IR IRON ROD
IP IRON PIPE

ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING
101 NE CIRCLE DR., GRIMES, IOWA 50111, PH. (515)986-5048

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM: Resolution - Opening and Closing Public Hearing and Approving Conveyance of Easement to Des Moines Metropolitan Wastewater Reclamation Authority along Sugar Creek between Booneville Road and Stagecoach Drive

FINANCIAL IMPACT: None at this time

SYNOPSIS: A 28E Agreement with the Des Moines Wastewater Reclamation Authority ("WRA"), also being considered for approval at this meeting, requires the City to convey a Permanent Access, Maintenance and Conservation Easement to the WRA along Sugar Creek between Booneville Road and Stagecoach Drive in West Des Moines for the WRA Sugar Creek Improvements Phase 1 Project.

RECOMMENDATION: Approve the Resolution and supporting documents conveying the Permanent Access, Maintenance and Conservation Easement to the Des Moines Metropolitan Wastewater Reclamation Authority.

Lead Staff Member: Richard J. Scieszinski, City Attorney

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	February 12, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation			

Prepared by: Richard J. Scieszinski, City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3614
Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

SPACE ABOVE THIS LINE FOR RECORDER

RESOLUTION NO. _____

RESOLUTION OPENING AND CLOSING PUBLIC HEARING AND APPROVING CONVEYANCE OF EASEMENT TO THE DES MOINES WASTEWATER RECLAMATION AUTHORITY

WHEREAS, the City of West Des Moines, Iowa is the owner of property legally described as:

> Outlot 'B' in King's Landing Plat 2, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa as recorded in Book 2017, Page 22452 in the Office of the Dallas County Recorder.

WHEREAS, City Council has approved a 28E Agreement with the Des Moines Metropolitan Wastewater Authority ("WRA") for the WRA Sugar Creek Improvements Phase 1 Project; and

WHEREAS, pursuant to that agreement, West Des Moines agreed to convey a Permanent Access, Maintenance and Conservation Easement on the above-described, City-owned property to the WRA; and

WHEREAS, the WRA has agreed to construct, establish, and maintain a riparian buffer with permanent vegetative cover and other stream corridor improvements along a portion of Sugar Creek between Booneville Road and Stagecoach Drive for a period of twenty (20) years; and

WHEREAS, pursuant to Code of Iowa Sections 362.3 and 364.7, publication of notice for the conveyance of the property interests legally described above has been made; and

WHEREAS, this being the time and place for a public hearing regarding conveyance of the easement; and

WHEREAS, the City Council of the City of West Des Moines, Iowa finds that the conveyance of the Permanent Access, Maintenance and Conservation Easement to the WRA is in the best interest of the City of West Des Moines, Iowa.

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 easement being conveyed has been properly made.

2. The public hearing regarding conveyance of the easement is hereby closed.

3. Conveyance of the easement, as described on the attached conveyance document to the Des Moines Metropolitan Wastewater Reclamation Authority, is hereby approved.

4. The Mayor is authorized to sign the conveyance documents and the City Clerk is directed to attest to his signature. The documents shall be filed with the County Recorder as appropriate.

PASSED AND APPROVED this 17th day of February, 2020.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

Prepared by: Greta Truman, Assistant City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3673
Return to: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines IA 50265 (515) 222-3600

SPACE ABOVE THIS LINE FOR RECORDER

PERMANENT ACCESS, MAINTENANCE AND CONSERVATION EASEMENT

KNOW TO ALL MEN BY THESE PRESENTS:

1. Grant of Easement

The undersigned, on behalf of the City of West Des Moines, Iowa, a municipal corporation ("Grantor"), owner of the property legally described as:

> Outlot 'B' in King's Landing Plat 2, an official plat now included in and forming a part of the City of West Des Moines, Dallas County, Iowa, as recorded in Book 2017, Page 22452 in the office of the Dallas County Recorder,

in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to the **Des Moines Metropolitan Wastewater Reclamation Authority** (hereinafter "WRA"), a permanent and perpetual access, maintenance and conservation easement ("Easement") upon, over, through and across the real property as legally described above ("Easement Area").

2. Use and Purpose of Easement

This Easement shall be granted solely and exclusively and dedicated for the purpose of accessing, constructing, establishing, maintaining and conserving a sustainable and natural stream corridor to support stream stability, water quality and ecological functions through the construction and maintenance of a riparian buffer with permanent vegetative cover and other stream corridor improvements ("Improvements") along Sugar Creek for the WRA Sugar Creek Improvements – Phase 1 Project ("Project"). The Easement shall allow the WRA to enter at any time upon and into the Easement Area as shown and legally described above and to use as much of the surface and subsurface thereof for these purposes, whenever reasonably necessary, subject to the following terms and conditions:

a) Erection of Structures or Placement of Obstructions Prohibited. No structure, building, device, material or other matter of any kind whatsoever shall be erected or placed upon the Easement Area that is reasonably likely to substantially obstruct or impede the normal flow of surface water. The construction of a bike trail and associated improvements within the Easement Area shall be allowed unless the bike trail and associated improvements are or become detrimental to the function of the Project and/or to the natural floodplain.

b) Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the WRA.

c) Dumping Prohibited. The WRA and Grantor shall not dump refuse, waste, sewage or other debris within the Easement Area.

d) Trees, Shrubs or Other Plantings Prohibited. No trees, shrubs or other plantings shall be placed or planted within any part of the Easement Area which are reasonably likely to materially obstruct or impede the normal flow of surface water over the Easement Area. No row crops of any nature whatsoever shall be placed or planted within any part of the Easement Area, and in no event shall any planting inconsistent with the native species for this geographic region be allowed within the Easement Area.

e) Alterations Prohibited. Grantor shall not make any alterations to the Easement Area that conflict with the purpose of the Easement, including any actions, intentional or accidental, that would adversely impact the riparian best management practices or stability of the stream channel. The Grantor shall be responsible to mitigate all adverse impacts caused by its actions.

f) Completion and Debris Removal. The WRA shall take reasonable steps to ensure that all work performed by the WRA in the Easement Area will be initiated and completed within a reasonable period. The WRA shall also be responsible for removal of all debris, spoils, equipment, etc. used by the WRA in connection with the work performed in the Easement Area.

g) Restoration of Easement Area. Upon completion of the initial installation of the Project improvements, the WRA shall promptly restore and grade the Easement Area pursuant to the grading plans approved for the Project and shall seed the Easement Area with weed free, full vegetative coverage of all the disturbed area. The WRA shall also plant and maintain for one (1) year landscaping as indicated on the plans approved for the Project.

h) WRA Obligations. Unless done at the direction or authority of the WRA, nothing in this Easement shall obligate the WRA to perform any work or engage in any repair or restoration of the Easement Area resulting from actions taken by other

individuals or entities (i.e., utility companies) other than the WRA or its contractors.

i) Wetlands Mitigation. The Easement Area contains existing wetlands. The WRA will be responsible for mitigation of any wetland area that is disturbed as part of the Project.

j) Maintenance. The objective of the Easement is to reduce creek bank erosion and improve water quality though the preservation of a deep-rooted vegetated stream buffer. Unless approved in writing by the WRA, the Grantor shall not mow, fertilize, or otherwise maintain the Easement Area. The WRA shall be allowed to engage in all activities reasonably necessary to maintain the immediate streambank located within the Easement Area, including routine inspections and monitoring, and shall be responsible for the maintenance of the Easement Area.

k) Right of Access. The WRA, its agents, contractors, and employees shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, and employees the right to enter in, upon and onto the Easement Area at any time to perform any and all activities reasonably related to or reasonably necessary for the construction, reconstruction, repair, maintenance or conservation of the Easement Area.

l) Assignment and Right of Access to WRA. The WRA shall not assign this easement without the written consent of the Grantor. The WRA shall have the right of access to the Easement Area and shall have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. This Easement allows the WRA, its agents, contractors, employees and assigns the right to enter in, upon and onto the Easement Area at any time to perform any and all activities related to construction and maintenance of a riparian buffer with permanent vegetative cover and make other stream corridor improvements ("Improvements"). This right of access shall begin upon approval by the Grantor and WRA, and shall be effective for a period of twenty (20) years from the date of completion of construction of the Project by WRA, at which time WRA shall release and assign all its rights in the Easement back to the City.

3. Benefits, Burdens and Assignment

All provisions of this Easement, including benefits and burdens, run with the land and are binding upon the WRA and the Grantor, including but not limited to future owners, developers, lessees, occupants or assignees.

4. **Jurisdiction and Venue**

The Parties agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties shall consent to the jurisdiction of Dallas County, Iowa.

5. **Approval of City and WRA**

This Easement shall not be binding until it has received the final approval and acceptance of the City of West Des Moines, Iowa, and the Des Moines Metropolitan Wastewater Reclamation Authority by Resolution of their Council and Board, respectively. Such approval and acceptance shall be noted on this Easement.

6. **Words and Phrases**

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

7. **Parties**

The term "Grantor" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, contractors, successors and assigns. The term "WRA" as used herein shall refer to the Des Moines Metropolitan Wastewater Reclamation Authority, its officials, agents, employees, officers, contractors, and successors.

8. **Notices**

All notices pursuant to this Easement shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereinafter provided. Mailed notices shall be deemed received by the Party to whom directed when the notice is postmarked. In the event circumstances require immediate attention, notification may also be made by email or telephone. Such notices may be personally delivered, mailed or communicated otherwise to the following persons at the addresses listed:

Notice to WRA:

WRA Director
3000 Vandalia Road
Des Moines, IA 50317
515-323-8031
shutchens@dmgov.org

Notice to CITY:

City Engineer, City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265
515-273-0642
brian.hemesath@wdm.iowa.gov

9. Remedies

In addition to any other remedies available under applicable law, the Parties shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Easement.

10. Integration

This Agreement shall constitute the entire Agreement between the Parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by all Parties.

11. Paragraph Headings

The paragraph headings in this Agreement are included solely for convenience and shall not affect or be used in connection with, the interpretation of this Agreement.

Dated this ____ day of _____, 2020.

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

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan Jacobson, City Clerk

STATE OF IOWA)
) **ss:**
COUNTY OF POLK)

On this _____ day of _____, 2020, before me a Notary Public in and for said County, personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that said record was signed on behalf of said Municipal Corporation by authority and resolution of its City Council as contained in the Resolution No. _____, and said Mayor and City Clerk acknowledged said record to be the free act and deed of said Municipal Corporation by it voluntarily executed.

_____
Notary Public

PASSED AND APPROVED BY the Des Moines Metropolitan Wastewater Reclamation Authority, by authority and resolution of its Board on _____, 2020.

_____
Chair, Des Moines Metropolitan
Wastewater Reclamation Authority

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Public Hearing for the issuance of Not to Exceed $7,4000,000 Essential Corporate Purpose General Obligation Bonds (ECP)

DATE: February 17, 2020

FINANCIAL IMPACT: Final debt service amounts (principal and interest) are not known, pending sale date and interest rate charged. Projected costs will most likely be included in the FY 2020-2021 budget because it is expected that the bonds will be sold, and proceeds received, after June 30, 2020. Issuance proceeds and corresponding repayments are calculated to maintain the overall debt service (principal and interest) levy for FY 2020-21 at $1.95/$1,000. The upcoming issuance will be structured to accommodate future annual borrowings at a borrowing level staying around $10 million in future years.

BACKGROUND: This public hearing will allow the sale of not to exceed $7.4 million General Obligation Bonds to partially defray the costs of constructing several CIP projects included in prior, current, and future fiscal year budgets. The anticipated borrowings are separated into six (6) separate series in order to comply with rules associated with GCP bonds, which do not permit an individual issuance of greater than $700,000.

Following the issuance, the City's debt service levy will remain at $1.95 per $1,000 of taxable valuation. Analysis of future borrowing needs has been projected by the City's Financial Advisory Firm, Public Financial Management with the assumption that in the future the typical annual general obligation borrowing limit will be approximately $10.0 million. The recommended action will establish authorization for the City to receive bids on the sale of the bonds any time after the certification of the FY 2020-21 budgets. A listing of all associated CIP projects is attached.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Adopt Resolution instituting proceedings to take additional actions on the issuance of not to exceed $7.40 million ECP General Obligation Bonds.

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

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	February 7, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

Resolution authorizing Loan Agreements, approving the future issuance of General Obligation Corporate Purpose Bonds and providing for the levy of taxes to pay the same

WHEREAS, the City of West Des Moines (the "City"), in Dallas, Madison, Polk and Warren Counties, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, proposes to enter into a loan agreement (the "Essential Purpose Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $7,400,000 for the purpose of paying the costs, to that extent, of (1) constructing street, road, alley, bridge, pedestrian overpass, sanitary sewer system, water system, storm water drainage and sidewalk improvements; (2) acquiring and installing street and pedestrian traffic lighting and signalization improvements; (3) acquiring real property for future storm water drainage improvements; and (4) improving and equipping existing municipal parks, and has published notice of the proposed action and has held a hearing thereon on February 17, 2020; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #1") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) of designing, acquiring and installing community entrance enhancements and welcome signs; and (2) constructing improvements to the garage and restrooms at the 318 5th Street building, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #1 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #2") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements and repairs to parking lots at municipal buildings and grounds; and (2) replacing a generator at City Hall, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #2 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #3") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements to the fueling facility, installing an addressable fire alarm system and replacing the flat roof over the paint booth at the Public Services Building; and (2) installing an addressable fire alarm system at the Law Enforcement Center, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #3 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #4") and to borrow money thereunder in a principal amount not to exceed $485,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of planning, designing and constructing recreational trail improvements, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #4 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #5") (collectively, the Essential Purpose Loan Agreement, the General Purpose Loan Agreement #1, the General Purpose Loan Agreement #2, the General Purpose Loan Agreement #3, the General Purpose Loan Agreement #4 and the General Purpose Loan Agreement #5 are sometimes referred to hereinafter as the "Loan Agreements") and to borrow money thereunder in a principal amount not to exceed $695,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements to the pump pit and installing a diving platform at the Valley View Aquatic Center; (2) planning, designing and constructing pickleball courts at Valley View Park; (3) constructing improvements to the pump pit at the Holiday Park Aquatic Center; and (4) constructing improvements to the softball building at Raccoon River Park, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #4 be submitted to the registered voters of the City; and

WHEREAS, the City intends to enter into one or more combinations of the Loan Agreements in the future and to issue one or more series of General Obligation Corporate Purpose Bonds (the "Bonds") in evidence of its obligations thereunder and anticipates that principal and/or interest will come due on such Bonds before July 1, 2021; and

WHEREAS, it is now necessary to make provision for the levy of a debt service property tax in the 2020-2021 fiscal year for the payment of such principal and interest;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. The City Council hereby determines to enter into one or more combinations of the Loan Agreements in the future and orders that the Bonds shall be issued in a principal amount not to exceed $10,680,000 at such time, in evidence thereof. The City Council further declares that this constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax:

For collection in the fiscal year beginning July 1, 2020,
sufficient to produce the net annual sum of $5,259,755.

provided, however, that at the time the Bonds are issued, the actual tax levy amounts required to pay the principal of and interest on the Bonds in each year shall be determined based upon the interest rate or rates at which the Bonds are issued, and this resolution shall be supplemented by resolution of the City Council to provide for such actual and necessary tax levy amounts.

Section 3. A certified copy of this resolution shall be filed with the County Auditors of Dallas, Madison, Polk and Warren Counties, and said Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 17, 2020.

_____
Mayor

Attest:

_____
City Clerk

General Obligation Bonds Projects - FY 2021

Streets	Valley Junction Alley Improvements	500,000	ECP
Parks	Tennis / Basketball Court Renovation - Various	600,000	ECP
Land / Stormwater	Acquire Property (Bridges Facility)	690,000	ECP
Streets	88th St - Paving Ashworth to Abram	520,000	ECP
Streets	Holiday Park Access Road - 9th to 11th	70,000	ECP
Streets	Bridge Removal - Army Post Rd w of 42nd	100,000	ECP
Streets	Intersection Impr - Prairie View & Ashworth	85,000	ECP
Streets	Intersection Impr - Grand Ave & RR Drive	125,000	ECP
Streets	Ped Crossing (HAWK) - 39th & EP True	50,000	ECP
Streets	Ped Crossing (HAWK) - 41st & Mills Pkwy	175,000	ECP
Parks	Valley View Park - Roadway (2nd half of const.)	2,000,000	ECP
Parks	Valley View Park - Lighted Pickleball Courts (design)	75,000	ECP
Parks	Ped Bridge over Raccoon River (design - 2nd half)	345,000	ECP
Parks	Holiday Park - Phase 6 Baseball Fields 3&4 (design)	150,000	ECP
Parks	Parks entrance signage (Phase 2)	200,000	ECP
Parks	Tennis court lighting (Crossroads)	300,000	ECP
Parks	Crossroads Park / Legion Park - infield renovations	50,000	ECP
Parks	Huston Cemetary Improvements	50,000	ECP
Parks	Raccoon River Park Trail - LED Lighting	650,000	ECP
Parks	Plygrd repl - Peony, Willow Springs, Scenic Valley (design)	100,000	ECP
Parks	Raccoon River Park - Master Plan Update	75,000	ECP
Parks	Holiday Park Softball Field Improvements	120,000	ECP
Buildings	318 5th St - Garage & Restroom Renovation	200,000	GCP 1
Streets	City Entrance Signs (Level 1) - 6 locations	450,000	GCP 1
Buildings	City Hall - Generator Replacement	350,000	GCP 2
City Facilities	Parking Lot Renovation - Various City Facilities	300,000	GCP 2
Buildings	Existing Public Svs Bldg - Fueling Facility Renovation	450,000	GCP 3
Buildings	Existing PS Bldg - Flat Roof over Paint Booth	50,000	GCP 3
Buildings	Existing PS Bldg - Addressable Fire Alarm System	75,000	GCP 3
Buildings	LEC - Addressable Fire Alarm System	75,000	GCP 3
Parks	Fox Creek Greenway Trail (design)	50,000	GCP 4
Parks	Woodland Hills Greenway Trail (Sugar Creek Drive area)	400,000	GCP 4
Buildings	RR Park - Softball Building Renovation	120,000	GCP 5
Parks	Valley View Aquatic Center - Pump Pit Repair	150,000	GCP 5
Parks	Holiday Park Aquatic Center - Pump Pit Repair	100,000	GCP 5
Parks	Valley View Park Aquatic Ctr - 3 meter diving platform	200,000	GCP 5
		10,000,000	

	Estimate	Not-To-Exceed
ECP	7,030,000.00	7,400,000
GCP 1	650,000.00	700,000
GCP 2	650,000.00	700,000
GCP 3	650,000.00	700,000
GCP 4	450,000.00	485,000
GCP 5	570,000.00	695,000
	10,000,000	**10,680,000**

S:\Pinkies\021720 Hold Hearing GO Bonds $7.40 million ECP.docx

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Public Hearing for the issuance of Not to Exceed $700,000 Essential Corporate Purpose General Obligation Bonds (GCP #1)

DATE: February 17, 2020

FINANCIAL IMPACT: Final debt service amounts (principal and interest) are not known, pending sale date and interest rate charged. Projected costs will most likely be included in the FY 2020-2021 budget because it is expected that the bonds will be sold, and proceeds received, after June 30, 2020. Issuance proceeds and corresponding repayments are calculated to maintain the overall debt service (principal and interest) levy for FY 2020-21 at $1.95/$1,000. The upcoming issuance will be structured to accommodate future annual borrowings at a borrowing level staying around $10 million in future years.

BACKGROUND: This public hearing will allow the sale of not to exceed $700,000 General Obligation Bonds to partially defray the costs of constructing several CIP projects included in prior, current, and future fiscal year budgets. The anticipated borrowings are separated into six (6) separate series in order to comply with rules associated with GCP bonds, which do not permit an individual issuance of greater than $700,000.

Following the issuance, the City's debt service levy will remain at $1.95 per $1,000 of taxable valuation. Analysis of future borrowing needs has been projected by the City's Financial Advisory Firm, Public Financial Management with the assumption that in the future the typical annual general obligation borrowing limit will be approximately $10.0 million. The recommended action will establish authorization for the City to receive bids on the sale of the bonds any time after the certification of the FY 2020-21 budgets. A listing of all associated CIP projects is attached.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Adopt Resolution instituting proceedings to take additional actions on the issuance of not to exceed $700,000 General Corporate Purpose General Obligation Bonds.

Lead Staff Member: Tim Stiles, Finance Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	KW

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	February 7, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

Resolution authorizing Loan Agreements, approving the future issuance of General Obligation Corporate Purpose Bonds and providing for the levy of taxes to pay the same

WHEREAS, the City of West Des Moines (the "City"), in Dallas, Madison, Polk and Warren Counties, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, proposes to enter into a loan agreement (the "Essential Purpose Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $7,400,000 for the purpose of paying the costs, to that extent, of (1) constructing street, road, alley, bridge, pedestrian overpass, sanitary sewer system, water system, storm water drainage and sidewalk improvements; (2) acquiring and installing street and pedestrian traffic lighting and signalization improvements; (3) acquiring real property for future storm water drainage improvements; and (4) improving and equipping existing municipal parks, and has published notice of the proposed action and has held a hearing thereon on February 17, 2020; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #1") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) of designing, acquiring and installing community entrance enhancements and welcome signs; and (2) constructing improvements to the garage and restrooms at the 318 5th Street building, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #1 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #2") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements and repairs to parking lots at municipal buildings and grounds; and (2) replacing a generator at City Hall, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #2 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #3") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements to the fueling facility, installing an addressable fire alarm system and replacing the flat roof over the paint booth at the Public Services Building; and (2) installing an addressable fire alarm system at the Law Enforcement Center, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #3 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #4") and to borrow money thereunder in a principal amount not to exceed $485,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of planning, designing and constructing recreational trail improvements, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #4 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #5") (collectively, the Essential Purpose Loan Agreement, the General Purpose Loan Agreement #1, the General Purpose Loan Agreement #2, the General Purpose Loan Agreement #3, the General Purpose Loan Agreement #4 and the General Purpose Loan Agreement #5 are sometimes referred to hereinafter as the "Loan Agreements") and to borrow money thereunder in a principal amount not to exceed $695,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements to the pump pit and installing a diving platform at the Valley View Aquatic Center; (2) planning, designing and constructing pickleball courts at Valley View Park; (3) constructing improvements to the pump pit at the Holiday Park Aquatic Center; and (4) constructing improvements to the softball building at Raccoon River Park, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #4 be submitted to the registered voters of the City; and

WHEREAS, the City intends to enter into one or more combinations of the Loan Agreements in the future and to issue one or more series of General Obligation Corporate Purpose Bonds (the "Bonds") in evidence of its obligations thereunder and anticipates that principal and/or interest will come due on such Bonds before July 1, 2021; and

WHEREAS, it is now necessary to make provision for the levy of a debt service property tax in the 2020-2021 fiscal year for the payment of such principal and interest;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. The City Council hereby determines to enter into one or more combinations of the Loan Agreements in the future and orders that the Bonds shall be issued in a principal amount not to exceed $10,680,000 at such time, in evidence thereof. The City Council further declares that this constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax:

For collection in the fiscal year beginning July 1, 2020,
sufficient to produce the net annual sum of $5,259,755.

provided, however, that at the time the Bonds are issued, the actual tax levy amounts required to pay the principal of and interest on the Bonds in each year shall be determined based upon the interest rate or rates at which the Bonds are issued, and this resolution shall be supplemented by resolution of the City Council to provide for such actual and necessary tax levy amounts.

Section 3. A certified copy of this resolution shall be filed with the County Auditors of Dallas, Madison, Polk and Warren Counties, and said Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 17, 2020.

_____
Mayor

Attest:

_____
City Clerk

General Obligation Bonds Projects - FY 2021

Streets	Valley Junction Alley Improvements	500,000	ECP
Parks	Tennis / Basketball Court Renovation - Various	600,000	ECP
Land / Stormwater	Acquire Property (Bridges Facility)	690,000	ECP
Streets	88th St - Paving Ashworth to Abram	520,000	ECP
Streets	Holiday Park Access Road - 9th to 11th	70,000	ECP
Streets	Bridge Removal - Army Post Rd w of 42nd	100,000	ECP
Streets	Intersection Impr - Prairie View & Ashworth	85,000	ECP
Streets	Intersection Impr - Grand Ave & RR Drive	125,000	ECP
Streets	Ped Crossing (HAWK) - 39th & EP True	50,000	ECP
Streets	Ped Crossing (HAWK) - 41st & Mills Pkwy	175,000	ECP
Parks	Valley View Park - Roadway (2nd half of const.)	2,000,000	ECP
Parks	Valley View Park - Lighted Pickleball Courts (design)	75,000	ECP
Parks	Ped Bridge over Raccoon River (design - 2nd half)	345,000	ECP
Parks	Holiday Park - Phase 6 Baseball Fields 3&4 (design)	150,000	ECP
Parks	Parks entrance signage (Phase 2)	200,000	ECP
Parks	Tennis court lighting (Crossroads)	300,000	ECP
Parks	Crossroads Park / Legion Park - infield renovations	50,000	ECP
Parks	Huston Cemetary Improvements	50,000	ECP
Parks	Raccoon River Park Trail - LED Lighting	650,000	ECP
Parks	Plygrd repl - Peony, Willow Springs, Scenic Valley (design)	100,000	ECP
Parks	Raccoon River Park - Master Plan Update	75,000	ECP
Parks	Holiday Park Softball Field Improvements	120,000	ECP
Buildings	318 5th St - Garage & Restroom Renovation	200,000	GCP 1
Streets	City Entrance Signs (Level 1) - 6 locations	450,000	GCP 1
Buildings	City Hall - Generator Replacement	350,000	GCP 2
City Facilities	Parking Lot Renovation - Various City Facilities	300,000	GCP 2
Buildings	Existing Public Svs Bldg - Fueling Facility Renovation	450,000	GCP 3
Buildings	Existing PS Bldg - Flat Roof over Paint Booth	50,000	GCP 3
Buildings	Existing PS Bldg - Addressable Fire Alarm System	75,000	GCP 3
Buildings	LEC - Addressable Fire Alarm System	75,000	GCP 3
Parks	Fox Creek Greenway Trail (design)	50,000	GCP 4
Parks	Woodland Hills Greenway Trail (Sugar Creek Drive area)	400,000	GCP 4
Buildings	RR Park - Softball Building Renovation	120,000	GCP 5
Parks	Valley View Aquatic Center - Pump Pit Repair	150,000	GCP 5
Parks	Holiday Park Aquatic Center - Pump Pit Repair	100,000	GCP 5
Parks	Valley View Park Aquatic Ctr - 3 meter diving platform	200,000	GCP 5
		10,000,000	

	Estimate	Not-To-Exceed
ECP	7,030,000.00	7,400,000
GCP 1	650,000.00	700,000
GCP 2	650,000.00	700,000
GCP 3	650,000.00	700,000
GCP 4	450,000.00	485,000
GCP 5	570,000.00	695,000
	10,000,000	**10,680,000**

S:\Pinkies\021720 Hold Hearing GO Bonds $700,000 GCP #1.docx

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Public Hearing for the issuance of Not to Exceed $700,000 Essential Corporate Purpose General Obligation Bonds (GCP #2)

DATE: February 17, 2020

FINANCIAL IMPACT: Final debt service amounts (principal and interest) are not known, pending sale date and interest rate charged. Projected costs will most likely be included in the FY 2020-2021 budget because it is expected that the bonds will be sold, and proceeds received, after June 30, 2020. Issuance proceeds and corresponding repayments are calculated to maintain the overall debt service (principal and interest) levy for FY 2020-21 at $1.95/$1,000. The upcoming issuance will be structured to accommodate future annual borrowings at a borrowing level staying around $10 million in future years.

BACKGROUND: This public hearing will allow the sale of not to exceed $700,000 General Obligation Bonds to partially defray the costs of constructing several CIP projects included in prior, current, and future fiscal year budgets. The anticipated borrowings are separated into six (6) separate series in order to comply with rules associated with GCP bonds, which do not permit an individual issuance of greater than $700,000.

Following the issuance, the City's debt service levy will remain at $1.95 per $1,000 of taxable valuation. Analysis of future borrowing needs has been projected by the City's Financial Advisory Firm, Public Financial Management with the assumption that in the future the typical annual general obligation borrowing limit will be approximately $10.0 million. The recommended action will establish authorization for the City to receive bids on the sale of the bonds any time after the certification of the FY 2020-21 budgets. A listing of all associated CIP projects is attached.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Adopt Resolution instituting proceedings to take additional actions on the issuance of not to exceed $700,000 General Corporate Purpose General Obligation Bonds.

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

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	KA

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	February 7, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

Resolution authorizing Loan Agreements, approving the future issuance of General Obligation Corporate Purpose Bonds and providing for the levy of taxes to pay the same

WHEREAS, the City of West Des Moines (the "City"), in Dallas, Madison, Polk and Warren Counties, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, proposes to enter into a loan agreement (the "Essential Purpose Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $7,400,000 for the purpose of paying the costs, to that extent, of (1) constructing street, road, alley, bridge, pedestrian overpass, sanitary sewer system, water system, storm water drainage and sidewalk improvements; (2) acquiring and installing street and pedestrian traffic lighting and signalization improvements; (3) acquiring real property for future storm water drainage improvements; and (4) improving and equipping existing municipal parks, and has published notice of the proposed action and has held a hearing thereon on February 17, 2020; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #1") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) of designing, acquiring and installing community entrance enhancements and welcome signs; and (2) constructing improvements to the garage and restrooms at the 318 5th Street building, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #1 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #2") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements and repairs to parking lots at municipal buildings and grounds; and (2) replacing a generator at City Hall, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #2 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #3") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements to the fueling facility, installing an addressable fire alarm system and replacing the flat roof over the paint booth at the Public Services Building; and (2) installing an addressable fire alarm system at the Law Enforcement Center, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #3 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #4") and to borrow money thereunder in a principal amount not to exceed $485,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of planning, designing and constructing recreational trail improvements, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #4 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #5") (collectively, the Essential Purpose Loan Agreement, the General Purpose Loan Agreement #1, the General Purpose Loan Agreement #2, the General Purpose Loan Agreement #3, the General Purpose Loan Agreement #4 and the General Purpose Loan Agreement #5 are sometimes referred to hereinafter as the "Loan Agreements") and to borrow money thereunder in a principal amount not to exceed $695,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements to the pump pit and installing a diving platform at the Valley View Aquatic Center; (2) planning, designing and constructing pickleball courts at Valley View Park; (3) constructing improvements to the pump pit at the Holiday Park Aquatic Center; and (4) constructing improvements to the softball building at Raccoon River Park, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #4 be submitted to the registered voters of the City; and

WHEREAS, the City intends to enter into one or more combinations of the Loan Agreements in the future and to issue one or more series of General Obligation Corporate Purpose Bonds (the "Bonds") in evidence of its obligations thereunder and anticipates that principal and/or interest will come due on such Bonds before July 1, 2021; and

WHEREAS, it is now necessary to make provision for the levy of a debt service property tax in the 2020-2021 fiscal year for the payment of such principal and interest;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. The City Council hereby determines to enter into one or more combinations of the Loan Agreements in the future and orders that the Bonds shall be issued in a principal amount not to exceed $10,680,000 at such time, in evidence thereof. The City Council further declares that this constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax:

For collection in the fiscal year beginning July 1, 2020,
sufficient to produce the net annual sum of $5,259,755.

provided, however, that at the time the Bonds are issued, the actual tax levy amounts required to pay the principal of and interest on the Bonds in each year shall be determined based upon the interest rate or rates at which the Bonds are issued, and this resolution shall be supplemented by resolution of the City Council to provide for such actual and necessary tax levy amounts.

Section 3. A certified copy of this resolution shall be filed with the County Auditors of Dallas, Madison, Polk and Warren Counties, and said Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 17, 2020.

_____
Mayor

Attest:

_____
City Clerk

General Obligation Bonds Projects - FY 2021

Streets	Valley Junction Alley Improvements	500,000	ECP
Parks	Tennis / Basketball Court Renovation - Various	600,000	ECP
Land / Stormwater	Acquire Property (Bridges Facility)	690,000	ECP
Streets	88th St - Paving Ashworth to Abram	520,000	ECP
Streets	Holiday Park Access Road - 9th to 11th	70,000	ECP
Streets	Bridge Removal - Army Post Rd w of 42nd	100,000	ECP
Streets	Intersection Impr - Prairie View & Ashworth	85,000	ECP
Streets	Intersection Impr - Grand Ave & RR Drive	125,000	ECP
Streets	Ped Crossing (HAWK) - 39th & EP True	50,000	ECP
Streets	Ped Crossing (HAWK) - 41st & Mills Pkwy	175,000	ECP
Parks	Valley View Park - Roadway (2nd half of const.)	2,000,000	ECP
Parks	Valley View Park - Lighted Pickleball Courts (design)	75,000	ECP
Parks	Ped Bridge over Raccoon River (design - 2nd half)	345,000	ECP
Parks	Holiday Park - Phase 6 Baseball Fields 3&4 (design)	150,000	ECP
Parks	Parks entrance signage (Phase 2)	200,000	ECP
Parks	Tennis court lighting (Crossroads)	300,000	ECP
Parks	Crossroads Park / Legion Park - infield renovations	50,000	ECP
Parks	Huston Cemetary Improvements	50,000	ECP
Parks	Raccoon River Park Trail - LED Lighting	650,000	ECP
Parks	Plygrd repl - Peony, Willow Springs, Scenic Valley (design)	100,000	ECP
Parks	Raccoon River Park - Master Plan Update	75,000	ECP
Parks	Holiday Park Softball Field Improvements	120,000	ECP
Buildings	318 5th St - Garage & Restroom Renovation	200,000	GCP 1
Streets	City Entrance Signs (Level 1) - 6 locations	450,000	GCP 1
Buildings	City Hall - Generator Replacement	350,000	GCP 2
City Facilities	Parking Lot Renovation - Various City Facilities	300,000	GCP 2
Buildings	Existing Public Svs Bldg - Fueling Facility Renovation	450,000	GCP 3
Buildings	Existing PS Bldg - Flat Roof over Paint Booth	50,000	GCP 3
Buildings	Existing PS Bldg - Addressable Fire Alarm System	75,000	GCP 3
Buildings	LEC - Addressable Fire Alarm System	75,000	GCP 3
Parks	Fox Creek Greenway Trail (design)	50,000	GCP 4
Parks	Woodland Hills Greenway Trail (Sugar Creek Drive area)	400,000	GCP 4
Buildings	RR Park - Softball Building Renovation	120,000	GCP 5
Parks	Valley View Aquatic Center - Pump Pit Repair	150,000	GCP 5
Parks	Holiday Park Aquatic Center - Pump Pit Repair	100,000	GCP 5
Parks	Valley View Park Aquatic Ctr - 3 meter diving platform	200,000	GCP 5
		10,000,000	

	Estimate	Not-To-Exceed
ECP	7,030,000.00	7,400,000
GCP 1	650,000.00	700,000
GCP 2	650,000.00	700,000
GCP 3	650,000.00	700,000
GCP 4	450,000.00	485,000
GCP 5	570,000.00	695,000
	10,000,000	**10,680,000**

S:\Pinkies\021720 Hold Hearing GO Bonds $700,000 GCP #2.docx

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Public Hearing for the issuance of Not to Exceed $700,000 Essential Corporate Purpose General Obligation Bonds (GCP #3)

DATE: February 17, 2020

FINANCIAL IMPACT: Final debt service amounts (principal and interest) are not known, pending sale date and interest rate charged. Projected costs will most likely be included in the FY 2020-2021 budget because it is expected that the bonds will be sold, and proceeds received, after June 30, 2020. Issuance proceeds and corresponding repayments are calculated to maintain the overall debt service (principal and interest) levy for FY 2020-21 at $1.95/$1,000. The upcoming issuance will be structured to accommodate future annual borrowings at a borrowing level staying around $10 million in future years.

BACKGROUND: This public hearing will allow the sale of not to exceed $700,000 General Obligation Bonds to partially defray the costs of constructing several CIP projects included in prior, current, and future fiscal year budgets. The anticipated borrowings are separated into six (6) separate series in order to comply with rules associated with GCP bonds, which do not permit an individual issuance of greater than $700,000.

Following the issuance, the City's debt service levy will remain at $1.95 per $1,000 of taxable valuation. Analysis of future borrowing needs has been projected by the City's Financial Advisory Firm, Public Financial Management with the assumption that in the future the typical annual general obligation borrowing limit will be approximately $10.0 million. The recommended action will establish authorization for the City to receive bids on the sale of the bonds any time after the certification of the FY 2020-21 budgets. A listing of all associated CIP projects is attached.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Adopt Resolution instituting proceedings to take additional actions on the issuance of not to exceed $700,000 General Corporate Purpose General Obligation Bonds.

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

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	February 7, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

Resolution authorizing Loan Agreements, approving the future issuance of General Obligation Corporate Purpose Bonds and providing for the levy of taxes to pay the same

WHEREAS, the City of West Des Moines (the "City"), in Dallas, Madison, Polk and Warren Counties, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, proposes to enter into a loan agreement (the "Essential Purpose Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $7,400,000 for the purpose of paying the costs, to that extent, of (1) constructing street, road, alley, bridge, pedestrian overpass, sanitary sewer system, water system, storm water drainage and sidewalk improvements; (2) acquiring and installing street and pedestrian traffic lighting and signalization improvements; (3) acquiring real property for future storm water drainage improvements; and (4) improving and equipping existing municipal parks, and has published notice of the proposed action and has held a hearing thereon on February 17, 2020; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #1") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) of designing, acquiring and installing community entrance enhancements and welcome signs; and (2) constructing improvements to the garage and restrooms at the 318 5th Street building, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #1 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #2") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements and repairs to parking lots at municipal buildings and grounds; and (2) replacing a generator at City Hall, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #2 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #3") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements to the fueling facility, installing an addressable fire alarm system and replacing the flat roof over the paint booth at the Public Services Building; and (2) installing an addressable fire alarm system at the Law Enforcement Center, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #3 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #4") and to borrow money thereunder in a principal amount not to exceed $485,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of planning, designing and constructing recreational trail improvements, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #4 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #5") (collectively, the Essential Purpose Loan Agreement, the General Purpose Loan Agreement #1, the General Purpose Loan Agreement #2, the General Purpose Loan Agreement #3, the General Purpose Loan Agreement #4 and the General Purpose Loan Agreement #5 are sometimes referred to hereinafter as the "Loan Agreements") and to borrow money thereunder in a principal amount not to exceed $695,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements to the pump pit and installing a diving platform at the Valley View Aquatic Center; (2) planning, designing and constructing pickleball courts at Valley View Park; (3) constructing improvements to the pump pit at the Holiday Park Aquatic Center; and (4) constructing improvements to the softball building at Raccoon River Park, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #4 be submitted to the registered voters of the City; and

WHEREAS, the City intends to enter into one or more combinations of the Loan Agreements in the future and to issue one or more series of General Obligation Corporate Purpose Bonds (the "Bonds") in evidence of its obligations thereunder and anticipates that principal and/or interest will come due on such Bonds before July 1, 2021; and

WHEREAS, it is now necessary to make provision for the levy of a debt service property tax in the 2020-2021 fiscal year for the payment of such principal and interest;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. The City Council hereby determines to enter into one or more combinations of the Loan Agreements in the future and orders that the Bonds shall be issued in a principal amount not to exceed $10,680,000 at such time, in evidence thereof. The City Council further declares that this constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax:

For collection in the fiscal year beginning July 1, 2020,
sufficient to produce the net annual sum of $5,259,755.

provided, however, that at the time the Bonds are issued, the actual tax levy amounts required to pay the principal of and interest on the Bonds in each year shall be determined based upon the interest rate or rates at which the Bonds are issued, and this resolution shall be supplemented by resolution of the City Council to provide for such actual and necessary tax levy amounts.

Section 3. A certified copy of this resolution shall be filed with the County Auditors of Dallas, Madison, Polk and Warren Counties, and said Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 17, 2020.

_____
Mayor

Attest:

_____
City Clerk

General Obligation Bonds Projects - FY 2021

Streets	Valley Junction Alley Improvements	500,000	ECP
Parks	Tennis / Basketball Court Renovation - Various	600,000	ECP
Land / Stormwater	Acquire Property (Bridges Facility)	690,000	ECP
Streets	88th St - Paving Ashworth to Abram	520,000	ECP
Streets	Holiday Park Access Road - 9th to 11th	70,000	ECP
Streets	Bridge Removal - Army Post Rd w of 42nd	100,000	ECP
Streets	Intersection Impr - Prairie View & Ashworth	85,000	ECP
Streets	Intersection Impr - Grand Ave & RR Drive	125,000	ECP
Streets	Ped Crossing (HAWK) - 39th & EP True	50,000	ECP
Streets	Ped Crossing (HAWK) - 41st & Mills Pkwy	175,000	ECP
Parks	Valley View Park - Roadway (2nd half of const.)	2,000,000	ECP
Parks	Valley View Park - Lighted Pickleball Courts (design)	75,000	ECP
Parks	Ped Bridge over Raccoon River (design - 2nd half)	345,000	ECP
Parks	Holiday Park - Phase 6 Baseball Fields 3&4 (design)	150,000	ECP
Parks	Parks entrance signage (Phase 2)	200,000	ECP
Parks	Tennis court lighting (Crossroads)	300,000	ECP
Parks	Crossroads Park / Legion Park - infield renovations	50,000	ECP
Parks	Huston Cemetary Improvements	50,000	ECP
Parks	Raccoon River Park Trail - LED Lighting	650,000	ECP
Parks	Plygrd repl - Peony, Willow Springs, Scenic Valley (design)	100,000	ECP
Parks	Raccoon River Park - Master Plan Update	75,000	ECP
Parks	Holiday Park Softball Field Improvements	120,000	ECP
Buildings	318 5th St - Garage & Restroom Renovation	200,000	GCP 1
Streets	City Entrance Signs (Level 1) - 6 locations	450,000	GCP 1
Buildings	City Hall - Generator Replacement	350,000	GCP 2
City Facilities	Parking Lot Renovation - Various City Facilities	300,000	GCP 2
Buildings	Existing Public Svs Bldg - Fueling Facility Renovation	450,000	GCP 3
Buildings	Existing PS Bldg - Flat Roof over Paint Booth	50,000	GCP 3
Buildings	Existing PS Bldg - Addressable Fire Alarm System	75,000	GCP 3
Buildings	LEC - Addressable Fire Alarm System	75,000	GCP 3
Parks	Fox Creek Greenway Trail (design)	50,000	GCP 4
Parks	Woodland Hills Greenway Trail (Sugar Creek Drive area)	400,000	GCP 4
Buildings	RR Park - Softball Building Renovation	120,000	GCP 5
Parks	Valley View Aquatic Center - Pump Pit Repair	150,000	GCP 5
Parks	Holiday Park Aquatic Center - Pump Pit Repair	100,000	GCP 5
Parks	Valley View Park Aquatic Ctr - 3 meter diving platform	200,000	GCP 5
		10,000,000	

	Estimate	Not-To-Exceed
ECP	7,030,000.00	7,400,000
GCP 1	650,000.00	700,000
GCP 2	650,000.00	700,000
GCP 3	650,000.00	700,000
GCP 4	450,000.00	485,000
GCP 5	570,000.00	695,000
	10,000,000	**10,680,000**

S:\Pinkies\021720 Hold Hearing GO Bonds $700,000 GCP #3.docx

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Public Hearing for the issuance of Not to Exceed $485,000 Essential Corporate Purpose General Obligation Bonds (GCP #4)

DATE: February 17, 2020

FINANCIAL IMPACT: Final debt service amounts (principal and interest) are not known, pending sale date and interest rate charged. Projected costs will most likely be included in the FY 2020-2021 budget because it is expected that the bonds will be sold, and proceeds received, after June 30, 2020. Issuance proceeds and corresponding repayments are calculated to maintain the overall debt service (principal and interest) levy for FY 2020-21 at $1.95/$1,000. The upcoming issuance will be structured to accommodate future annual borrowings at a borrowing level staying around $10 million in future years.

BACKGROUND: This public hearing will allow the sale of not to exceed $485,000 General Obligation Bonds to partially defray the costs of constructing several CIP projects included in prior, current, and future fiscal year budgets. The anticipated borrowings are separated into six (6) separate series in order to comply with rules associated with GCP bonds, which do not permit an individual issuance of greater than $700,000.

Following the issuance, the City's debt service levy will remain at $1.95 per $1,000 of taxable valuation. Analysis of future borrowing needs has been projected by the City's Financial Advisory Firm, Public Financial Management with the assumption that in the future the typical annual general obligation borrowing limit will be approximately $10.0 million. The recommended action will establish authorization for the City to receive bids on the sale of the bonds any time after the certification of the FY 2020-21 budgets. A listing of all associated CIP projects is attached.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Adopt Resolution instituting proceedings to take additional actions on the issuance of not to exceed $485,000 General Corporate Purpose General Obligation Bonds.

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

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	February 7, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

Resolution authorizing Loan Agreements, approving the future issuance of General Obligation Corporate Purpose Bonds and providing for the levy of taxes to pay the same

WHEREAS, the City of West Des Moines (the "City"), in Dallas, Madison, Polk and Warren Counties, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, proposes to enter into a loan agreement (the "Essential Purpose Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $7,400,000 for the purpose of paying the costs, to that extent, of (1) constructing street, road, alley, bridge, pedestrian overpass, sanitary sewer system, water system, storm water drainage and sidewalk improvements; (2) acquiring and installing street and pedestrian traffic lighting and signalization improvements; (3) acquiring real property for future storm water drainage improvements; and (4) improving and equipping existing municipal parks, and has published notice of the proposed action and has held a hearing thereon on February 17, 2020; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #1") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) of designing, acquiring and installing community entrance enhancements and welcome signs; and (2) constructing improvements to the garage and restrooms at the 318 5th Street building, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #1 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #2") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements and repairs to parking lots at municipal buildings and grounds; and (2) replacing a generator at City Hall, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #2 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #3") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements to the fueling facility, installing an addressable fire alarm system and replacing the flat roof over the paint booth at the Public Services Building; and (2) installing an addressable fire alarm system at the Law Enforcement Center, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #3 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #4") and to borrow money thereunder in a principal amount not to exceed $485,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of planning, designing and constructing recreational trail improvements, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #4 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #5") (collectively, the Essential Purpose Loan Agreement, the General Purpose Loan Agreement #1, the General Purpose Loan Agreement #2, the General Purpose Loan Agreement #3, the General Purpose Loan Agreement #4 and the General Purpose Loan Agreement #5 are sometimes referred to hereinafter as the "Loan Agreements") and to borrow money thereunder in a principal amount not to exceed $695,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements to the pump pit and installing a diving platform at the Valley View Aquatic Center; (2) planning, designing and constructing pickleball courts at Valley View Park; (3) constructing improvements to the pump pit at the Holiday Park Aquatic Center; and (4) constructing improvements to the softball building at Raccoon River Park, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #4 be submitted to the registered voters of the City; and

WHEREAS, the City intends to enter into one or more combinations of the Loan Agreements in the future and to issue one or more series of General Obligation Corporate Purpose Bonds (the "Bonds") in evidence of its obligations thereunder and anticipates that principal and/or interest will come due on such Bonds before July 1, 2021; and

WHEREAS, it is now necessary to make provision for the levy of a debt service property tax in the 2020-2021 fiscal year for the payment of such principal and interest;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. The City Council hereby determines to enter into one or more combinations of the Loan Agreements in the future and orders that the Bonds shall be issued in a principal amount not to exceed $10,680,000 at such time, in evidence thereof. The City Council further declares that this constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax:

For collection in the fiscal year beginning July 1, 2020,
sufficient to produce the net annual sum of $5,259,755.

provided, however, that at the time the Bonds are issued, the actual tax levy amounts required to pay the principal of and interest on the Bonds in each year shall be determined based upon the interest rate or rates at which the Bonds are issued, and this resolution shall be supplemented by resolution of the City Council to provide for such actual and necessary tax levy amounts.

Section 3. A certified copy of this resolution shall be filed with the County Auditors of Dallas, Madison, Polk and Warren Counties, and said Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 17, 2020.

_____
Mayor

Attest:

_____
City Clerk

General Obligation Bonds Projects - FY 2021

Streets	Valley Junction Alley Improvements	500,000	ECP
Parks	Tennis / Basketball Court Renovation - Various	600,000	ECP
Land / Stormwater	Acquire Property (Bridges Facility)	690,000	ECP
Streets	88th St - Paving Ashworth to Abram	520,000	ECP
Streets	Holiday Park Access Road - 9th to 11th	70,000	ECP
Streets	Bridge Removal - Army Post Rd w of 42nd	100,000	ECP
Streets	Intersection Impr - Prairie View & Ashworth	85,000	ECP
Streets	Intersection Impr - Grand Ave & RR Drive	125,000	ECP
Streets	Ped Crossing (HAWK) - 39th & EP True	50,000	ECP
Streets	Ped Crossing (HAWK) - 41st & Mills Pkwy	175,000	ECP
Parks	Valley View Park - Roadway (2nd half of const.)	2,000,000	ECP
Parks	Valley View Park - Lighted Pickleball Courts (design)	75,000	ECP
Parks	Ped Bridge over Raccoon River (design - 2nd half)	345,000	ECP
Parks	Holiday Park - Phase 6 Baseball Fields 3&4 (design)	150,000	ECP
Parks	Parks entrance signage (Phase 2)	200,000	ECP
Parks	Tennis court lighting (Crossroads)	300,000	ECP
Parks	Crossroads Park / Legion Park - infield renovations	50,000	ECP
Parks	Huston Cemetary Improvements	50,000	ECP
Parks	Raccoon River Park Trail - LED Lighting	650,000	ECP
Parks	Plygrd repl - Peony, Willow Springs, Scenic Valley (design)	100,000	ECP
Parks	Raccoon River Park - Master Plan Update	75,000	ECP
Parks	Holiday Park Softball Field Improvements	120,000	ECP
Buildings	318 5th St - Garage & Restroom Renovation	200,000	GCP 1
Streets	City Entrance Signs (Level 1) - 6 locations	450,000	GCP 1
Buildings	City Hall - Generator Replacement	350,000	GCP 2
City Facilities	Parking Lot Renovation - Various City Facilities	300,000	GCP 2
Buildings	Existing Public Svs Bldg - Fueling Facility Renovation	450,000	GCP 3
Buildings	Existing PS Bldg - Flat Roof over Paint Booth	50,000	GCP 3
Buildings	Existing PS Bldg - Addressable Fire Alarm System	75,000	GCP 3
Buildings	LEC - Addressable Fire Alarm System	75,000	GCP 3
Parks	Fox Creek Greenway Trail (design)	50,000	GCP 4
Parks	Woodland Hills Greenway Trail (Sugar Creek Drive area)	400,000	GCP 4
Buildings	RR Park - Softball Building Renovation	120,000	GCP 5
Parks	Valley View Aquatic Center - Pump Pit Repair	150,000	GCP 5
Parks	Holiday Park Aquatic Center - Pump Pit Repair	100,000	GCP 5
Parks	Valley View Park Aquatic Ctr - 3 meter diving platform	200,000	GCP 5
		10,000,000	

	Estimate	Not-To-Exceed
ECP	7,030,000.00	7,400,000
GCP 1	650,000.00	700,000
GCP 2	650,000.00	700,000
GCP 3	650,000.00	700,000
GCP 4	450,000.00	485,000
GCP 5	570,000.00	695,000
	10,000,000	**10,680,000**

S:\Pinkies\021720 Hold Hearing GO Bonds $485,000 GCP #4.docx

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Public Hearing for the issuance of Not to Exceed $695,000 Essential Corporate Purpose General Obligation Bonds (GCP #5)

DATE: February 17, 2020

FINANCIAL IMPACT: Final debt service amounts (principal and interest) are not known, pending sale date and interest rate charged. Projected costs will most likely be included in the FY 2020-2021 budget because it is expected that the bonds will be sold, and proceeds received, after June 30, 2020. Issuance proceeds and corresponding repayments are calculated to maintain the overall debt service (principal and interest) levy for FY 2020-21 at $1.95/$1,000. The upcoming issuance will be structured to accommodate future annual borrowings at a borrowing level staying around $10 million in future years.

BACKGROUND: This public hearing will allow the sale of not to exceed $695,000 General Obligation Bonds to partially defray the costs of constructing several CIP projects included in prior, current, and future fiscal year budgets. The anticipated borrowings are separated into six (6) separate series in order to comply with rules associated with GCP bonds, which do not permit an individual issuance of greater than $700,000.

Following the issuance, the City's debt service levy will remain at $1.95 per $1,000 of taxable valuation. Analysis of future borrowing needs has been projected by the City's Financial Advisory Firm, Public Financial Management with the assumption that in the future the typical annual general obligation borrowing limit will be approximately $10.0 million. The recommended action will establish authorization for the City to receive bids on the sale of the bonds any time after the certification of the FY 2020-21 budgets. A listing of all associated CIP projects is attached.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Adopt Resolution instituting proceedings to take additional actions on the issuance of not to exceed $695,000 General Corporate Purpose General Obligation Bonds.

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

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	February 7, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

S:\Pinkies\021720 Hold Hearing GO Bonds $695,000 GCP #5.docx

RESOLUTION NO. _____

Resolution authorizing Loan Agreements, approving the future issuance of General Obligation Corporate Purpose Bonds and providing for the levy of taxes to pay the same

WHEREAS, the City of West Des Moines (the "City"), in Dallas, Madison, Polk and Warren Counties, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, proposes to enter into a loan agreement (the "Essential Purpose Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $7,400,000 for the purpose of paying the costs, to that extent, of (1) constructing street, road, alley, bridge, pedestrian overpass, sanitary sewer system, water system, storm water drainage and sidewalk improvements; (2) acquiring and installing street and pedestrian traffic lighting and signalization improvements; (3) acquiring real property for future storm water drainage improvements; and (4) improving and equipping existing municipal parks, and has published notice of the proposed action and has held a hearing thereon on February 17, 2020; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #1") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) of designing, acquiring and installing community entrance enhancements and welcome signs; and (2) constructing improvements to the garage and restrooms at the 318 5th Street building, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #1 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #2") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements and repairs to parking lots at municipal buildings and grounds; and (2) replacing a generator at City Hall, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #2 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #3") and to borrow money thereunder in a principal amount not to exceed $700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements to the fueling facility, installing an addressable fire alarm system and replacing the flat roof over the paint booth at the Public Services Building; and (2) installing an addressable fire alarm system at the Law Enforcement Center, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #3 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #4") and to borrow money thereunder in a principal amount not to exceed $485,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of planning, designing and constructing recreational trail improvements, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #4 be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "General Purpose Loan Agreement #5") (collectively, the Essential Purpose Loan Agreement, the General Purpose Loan Agreement #1, the General Purpose Loan Agreement #2, the General Purpose Loan Agreement #3, the General Purpose Loan Agreement #4 and the General Purpose Loan Agreement #5 are sometimes referred to hereinafter as the "Loan Agreements") and to borrow money thereunder in a principal amount not to exceed $695,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) constructing improvements to the pump pit and installing a diving platform at the Valley View Aquatic Center; (2) planning, designing and constructing pickleball courts at Valley View Park; (3) constructing improvements to the pump pit at the Holiday Park Aquatic Center; and (4) constructing improvements to the softball building at Raccoon River Park, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of February 17, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #4 be submitted to the registered voters of the City; and

WHEREAS, the City intends to enter into one or more combinations of the Loan Agreements in the future and to issue one or more series of General Obligation Corporate Purpose Bonds (the "Bonds") in evidence of its obligations thereunder and anticipates that principal and/or interest will come due on such Bonds before July 1, 2021; and

WHEREAS, it is now necessary to make provision for the levy of a debt service property tax in the 2020-2021 fiscal year for the payment of such principal and interest;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Des Moines, Iowa, as follows:

Section 1. The City Council hereby determines to enter into one or more combinations of the Loan Agreements in the future and orders that the Bonds shall be issued in a principal amount not to exceed $10,680,000 at such time, in evidence thereof. The City Council further declares that this constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax:

For collection in the fiscal year beginning July 1, 2020,
sufficient to produce the net annual sum of $5,259,755.

provided, however, that at the time the Bonds are issued, the actual tax levy amounts required to pay the principal of and interest on the Bonds in each year shall be determined based upon the interest rate or rates at which the Bonds are issued, and this resolution shall be supplemented by resolution of the City Council to provide for such actual and necessary tax levy amounts.

Section 3. A certified copy of this resolution shall be filed with the County Auditors of Dallas, Madison, Polk and Warren Counties, and said Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 17, 2020.

_____
Mayor

Attest:

_____
City Clerk

General Obligation Bonds Projects - FY 2021

Streets	Valley Junction Alley Improvements	500,000	ECP
Parks	Tennis / Basketball Court Renovation - Various	600,000	ECP
Land / Stormwater	Acquire Property (Bridges Facility)	690,000	ECP
Streets	88th St - Paving Ashworth to Abram	520,000	ECP
Streets	Holiday Park Access Road - 9th to 11th	70,000	ECP
Streets	Bridge Removal - Army Post Rd w of 42nd	100,000	ECP
Streets	Intersection Impr - Prairie View & Ashworth	85,000	ECP
Streets	Intersection Impr - Grand Ave & RR Drive	125,000	ECP
Streets	Ped Crossing (HAWK) - 39th & EP True	50,000	ECP
Streets	Ped Crossing (HAWK) - 41st & Mills Pkwy	175,000	ECP
Parks	Valley View Park - Roadway (2nd half of const.)	2,000,000	ECP
Parks	Valley View Park - Lighted Pickleball Courts (design)	75,000	ECP
Parks	Ped Bridge over Raccoon River (design - 2nd half)	345,000	ECP
Parks	Holiday Park - Phase 6 Baseball Fields 3&4 (design)	150,000	ECP
Parks	Parks entrance signage (Phase 2)	200,000	ECP
Parks	Tennis court lighting (Crossroads)	300,000	ECP
Parks	Crossroads Park / Legion Park - infield renovations	50,000	ECP
Parks	Huston Cemetary Improvements	50,000	ECP
Parks	Raccoon River Park Trail - LED Lighting	650,000	ECP
Parks	Plygrd repl - Peony, Willow Springs, Scenic Valley (design)	100,000	ECP
Parks	Raccoon River Park - Master Plan Update	75,000	ECP
Parks	Holiday Park Softball Field Improvements	120,000	ECP
Buildings	318 5th St - Garage & Restroom Renovation	200,000	GCP 1
Streets	City Entrance Signs (Level 1) - 6 locations	450,000	GCP 1
Buildings	City Hall - Generator Replacement	350,000	GCP 2
City Facilities	Parking Lot Renovation - Various City Facilities	300,000	GCP 2
Buildings	Existing Public Svs Bldg - Fueling Facility Renovation	450,000	GCP 3
Buildings	Existing PS Bldg - Flat Roof over Paint Booth	50,000	GCP 3
Buildings	Existing PS Bldg - Addressable Fire Alarm System	75,000	GCP 3
Buildings	LEC - Addressable Fire Alarm System	75,000	GCP 3
Parks	Fox Creek Greenway Trail (design)	50,000	GCP 4
Parks	Woodland Hills Greenway Trail (Sugar Creek Drive area)	400,000	GCP 4
Buildings	RR Park - Softball Building Renovation	120,000	GCP 5
Parks	Valley View Aquatic Center - Pump Pit Repair	150,000	GCP 5
Parks	Holiday Park Aquatic Center - Pump Pit Repair	100,000	GCP 5
Parks	Valley View Park Aquatic Ctr - 3 meter diving platform	200,000	GCP 5
		10,000,000	

	Estimate	Not-To-Exceed
ECP	7,030,000.00	7,400,000
GCP 1	650,000.00	700,000
GCP 2	650,000.00	700,000
GCP 3	650,000.00	700,000
GCP 4	450,000.00	485,000
GCP 5	570,000.00	695,000
	10,000,000	**10,680,000**

S:\Pinkies\021720 Hold Hearing GO Bonds $695,000 GCP #5.docx

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM:

Public Hearing (5:35 p.m.)
Grand Avenue – South Jordan Creek Parkway to South 88th Street (Phase 2)

FINANCIAL IMPACT:

The revised Engineering Estimate of Construction Cost was estimated to be $1,992,154.69 for the Grand Avenue – South Jordan Creek Parkway to South 88th Street (Phase 2). There were five (5) bids submitted with the low bid of $1,412,000.00 being submitted by McAninch Corporation of Des Moines, Iowa. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from Mills Parkway Subdistrict #7 TIF Funds.

BACKGROUND:

Phase 2 of the construction of Grand Avenue from South Jordan Creek Parkway to South 88th Street will include grading for the northern three (3) lanes of an ultimate six-lane urban divided roadway with median, associated storm sewer, utility adjustments, and other miscellaneous work. Work on Phase 2 could not be completed earlier due to permitting of wetland impacts. Close coordination with the proposed Des Moines University development, proposed MidAmerican Energy RecPlex project, and West Public Services Facility project is ongoing. The project is anticipated to be complete by November 15, 2020.

Phase 1 is also being completed by McAninch Corporation and includes grading and paving of the southern three (3) lanes of an ultimate six-lane urban divided roadway with median, associated storm sewer, reinforced concrete box culvert, sanitary sewer manhole adjustments, multi-use trail, joint utility trench, and other miscellaneous work. All work is complete on Phase 1 except for paving which is on schedule to be complete by June 20, 2020 and restoration which is to be complete by September 15, 2020.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for Grand Avenue – South Jordan Creek Parkway to South 88th Street (Phase 2);
- Motion receiving and filing Report of Bids;
- Resolution waiving bid irregularities and awarding the construction contract to McAninch Corporation.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	February 7, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST

WHEREAS, on January 21, 2020, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

Grand Avenue – South Jordan Creek Parkway to South 88th Street (Phase 2)
Project No. 0510-056-2018

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law;

therefore,

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

PASSED AND APPROVED on this **17th** day of **February, 2020.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

RESOLUTION APPROVING THE AWARDING OF A CONTRACT

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

Grand Avenue – South Jordan Creek Parkway to South 88th Street (Phase 2)
Project No. 0510-056-2018

and,

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

WHEREAS, irregularities were noted on two of the bids that were received; and

WHEREAS, the irregularities noted were not substantive in nature; and

WHEREAS, the bid of McAninch Corporation in the amount of $1,412,000.00 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, waives the irregularities in the bids that were received.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the Grand Avenue – South Jordan Creek Parkway to South 88th Street (Phase 2) is hereby awarded to McAninch Corporation in the amount of $1,412,000.00 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

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

PASSED AND ADOPTED on this **17th** day of **February, 2020.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

BID TABULATIONS

olsson

Client: City of West Des Moines
Project: Grand Avenue Improvements (Phase 2)
South Jordan Creek Parkway to South 88th Street
Project Number: 0510-056-2018
Date: 2/12/2020

				Engineer's Estimate		McAninch Corporation 4001 Delaware Avenue Des Moines, Iowa 50313		Vanderpool Construction Inc. 1100 N. 14th Street Indianola, Iowa 50125		Corell Contractor Inc. 1300 Lincoln Street West Des Moines, Iowa 50265	
ITEM NO.	**ITEM DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST $**	**COST $**	**UNIT COST $**	**COST $**	**UNIT COST $**	**COST $**	**UNIT COST $**	**COST $**
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE											
2.01	TOPSOIL, ON-SITE	CY	13669	$7.00	$95,683.00	$5.53	$75,589.57	$6.65	$90,898.85	$5.75	$78,596.75
2.02	TOPSOIL, OFF-SITE	CY	1610	$15.00	$24,150.00	$7.64	$12,300.40	$14.90	$23,989.00	$15.00	$24,150.00
2.03	EXCAVATION, CLASS 10	CY	173	$10.00	$1,730.00	$2.99	$517.27	$50.00	$8,650.00	$5.00	$865.00
2.04	EXCAVATION, CLASS 10, BORROW	CY	133182	$9.00	$1,198,638.00	$6.50	$865,683.00	$8.70	$1,158,683.40	$8.80	$1,172,001.60
2.05	REMOVAL OF KNOWN PIPE CULVERT	LF	24	$10.00	$240.00	$33.00	$792.00	$50.00	$1,200.00	$50.00	$1,200.00
DIVISION 4 - SEWERS AND DRAINS											
4.01	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN. DIA.	LF	1214	$80.00	$97,120.00	$65.00	$78,910.00	$61.00	$74,054.00	$71.00	$86,194.00
4.02	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN. DIA.	LF	423	$100.00	$42,300.00	$76.00	$32,148.00	$78.00	$32,994.00	$80.00	$33,840.00
4.03	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN. DIA.	LF	52	$140.00	$7,280.00	$91.00	$4,732.00	$117.00	$6,084.00	$100.00	$5,200.00
4.04	STORM SEWER, TRENCHED, RCP, CLASS III, 48 IN. DIA.	LF	133	$260.00	$34,580.00	$180.00	$23,940.00	$173.00	$23,009.00	$195.00	$25,935.00
4.05	PIPE CULVERT, TRENCHED, RCP, CLASS III, 42 IN. DIA.	LF	178	$200.00	$35,600.00	$149.00	$26,522.00	$153.00	$27,234.00	$205.00	$36,490.00
4.06	PIPE APRON, RCP, 42 IN. DIA.	EA	2	$3,500.00	$7,000.00	$2,628.00	$5,256.00	$2,700.00	$5,400.00	$3,315.00	$6,630.00
4.07	PIPE APRON, RCP, 48 IN. DIA.	EA	1	$5,000.00	$5,000.00	$3,015.00	$3,015.00	$3,100.00	$3,100.00	$4,725.00	$4,725.00
4.08	PIPE APRON FOOTING, RCP, 42 IN. DIA.	EA	2	$1,000.00	$2,000.00	$230.00	$460.00	$900.00	$1,800.00	$1,150.00	$2,300.00
4.09	PIPE APRON FOOTING, RCP, 48 IN. DIA.	EA	1	$1,200.00	$1,200.00	$368.00	$368.00	$1,000.00	$1,000.00	$1,350.00	$1,350.00
DIVISION 5 - WATER MAIN AND APPURTENANCES											
5.01	VALVE BOX EXTENSION	EA	14	$1,000.00	$14,000.00	$488.00	$6,832.00	$1,100.00	$15,400.00	$700.00	$9,800.00
5.02	FIRE HYDRANT ADJUSTMENT	EA	10	$2,000.00	$20,000.00	$3,986.00	$39,860.00	$4,700.00	$47,000.00	$4,285.00	$42,850.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS											
6.01	INTAKE, CIRCULAR SINGLE GRATE INTAKE, SW-502 MODIFIED	EA	1	$7,500.00	$7,500.00	$8,065.00	$8,065.00	$10,000.00	$10,000.00	$13,775.00	$13,775.00
6.02	INTAKE, SINGLE GRATE INTAKE WITH MANHOLE, SW-503 MODIFIED	EA	9	$9,000.00	$81,000.00	$4,375.00	$39,375.00	$3,800.00	$34,200.00	$4,515.00	$40,635.00
6.03	INTAKE, DOUBLE GRATE INTAKE, SW-505 MODIFIED	EA	2	$9,500.00	$19,000.00	$4,100.00	$8,200.00	$3,400.00	$6,800.00	$4,400.00	$8,800.00
6.04	INTAKE, DOUBLE GRATE INTAKE WITH MANHOLE, SW-506 MODIFIED	EA	3	$12,500.00	$37,500.00	$7,300.00	$21,900.00	$6,400.00	$19,200.00	$8,000.00	$24,000.00
DIVISION 8 - TRAFFIC CONTROL											
8.01	TEMPORARY TRAFFIC CONTROL	LS	1	$75,000.00	$75,000.00	$41,586.59	$41,586.59	$10,000.00	$10,000.00	$7,600.00	$7,600.00
8.02	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20	$300.00	$6,000.00	$153.00	$3,060.00	$185.00	$3,700.00	$165.00	$3,300.00
DIVISION 9 - SITE WORK AND LANDSCAPING											
9.01	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEED., TYPE 2 (PERM. COOL SEASON MIX.)	AC	12.19	$2,500.00	$30,475.00	$1,785.00	$21,759.15	$1,850.00	$22,551.50	$1,925.00	$23,465.75
9.02	WARRANTY	LS	1	$6,500.00	$6,500.00	$3,060.00	$3,060.00	$3,200.00	$3,200.00	$3,300.00	$3,300.00
9.03	SWPPP PREPARATION	LS	1	$3,000.00	$3,000.00	$510.00	$510.00	$20,003.36	$20,003.36	$550.00	$550.00
9.04	SWPPP MANAGEMENT	LS	1	$3,000.00	$3,000.00	$2,550.00	$2,550.00	$2,700.00	$2,700.00	$2,750.00	$2,750.00
9.05	FILTER SOCK, 8 IN. DIA.	LF	8463	$2.00	$16,926.00	$2.40	$20,311.20	$2.50	$21,157.50	$2.60	$22,003.80

olsson

BID TABULATIONS

Client: City of West Des Moines
Project: Grand Avenue Improvements (Phase 2)
South Jordan Creek Parkway to South 88th Street
Project Number: 0510-056-2018
Date: 2/12/2020

				Engineer's Estimate		McAninch Corporation 4001 Delaware Avenue Des Moines, Iowa 50313		Vanderpool Construction Inc. 1100 N. 14th Street Indianola, Iowa 50125		Corell Contractor Inc. 1300 Lincoln Street West Des Moines, Iowa 50265	
ITEM NO.	**ITEM DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST $**	**COST $**	**UNIT COST $**	**COST $**	**UNIT COST $**	**COST $**	**UNIT COST $**	**COST $**
9.06	FILTER SOCK, REMOVAL	LF	8463	$0.25	$2,115.75	$0.20	$1,692.60	$0.20	$1,692.60	$0.25	$2,115.75
9.07	SILT FENCE, INSTALLATION	LF	5893	$1.50	$8,839.50	$1.38	$8,132.34	$1.50	$8,839.50	$1.50	$8,839.50
9.08	SILT FENCE, REMOVAL OF SEDIMENT	LF	471.4	$0.10	$47.14	$0.05	$23.57	$0.10	$47.14	$0.05	$23.57
9.09	SILT FENCE, REMOVAL OF DEVICE	LF	4714	$0.20	$942.80	$0.05	$235.70	$0.10	$471.40	$0.05	$235.70
9.10	STABILIZED CONSTRUCTION ENTRANCE	SY	693	$25.00	$17,325.00	$11.08	$7,678.44	$23.00	$15,939.00	$14.00	$9,702.00
9.11	EROSION CONTROL MULCHING, HYDROMULCHING	AC	12.19	$1,250.00	$15,237.50	$1,173.00	$14,298.87	$1,225.00	$14,932.75	$1,265.00	$15,420.35
9.12	INTAKE INLET PROTECTION DEVICE, INSTALLATION	EA	46	$150.00	$6,900.00	$153.00	$7,038.00	$155.00	$7,130.00	$165.00	$7,590.00
9.13	INTAKE INLET PROTECTION DEVICE, MAINTENANCE	EA	46	$25.00	$1,150.00	$15.30	$703.80	$16.00	$736.00	$16.50	$759.00
9.14	CULVERT INLET PROTECTION, INSTALLATION	EA	3	$200.00	$600.00	$51.00	$153.00	$55.00	$165.00	$55.00	$165.00
9.15	CULVERT INLET PROTECTION, MAINTENANCE	EA	3	$25.00	$75.00	$15.30	$45.90	$16.00	$48.00	$16.50	$49.50
9.16	RUMBLE GRID	LF	80	$300.00	$24,000.00	$218.17	$17,453.60	$515.00	$41,200.00	$430.00	$34,400.00
DIVISION 11 - MISCELLANEOUS											
11.01	CONSTRUCTION SURVEY	LS	1	$30,000.00	$30,000.00	$4,692.00	$4,692.00	$6,000.00	$6,000.00	$111,370.00	$111,370.00
11.02	CONCRETE WASHOUT	LS	1	$12,500.00	$12,500.00	$2,550.00	$2,550.00	$425.00	$425.00	$1,100.00	$1,100.00
			TOTAL BASE BID		**$1,992,154.69**		**$1,412,000.00**		**$1,771,635.00**		**$1,874,077.27**

BID TABULATIONS

olsson

Client: City of West Des Moines
Project: Grand Avenue Improvements (Phase 2)
South Jordan Creek Parkway to South 88th Street
Project Number: 0510-056-2018
Date: 2/12/2020

				Engineer's Estimate		Elder Corporation 5088 East University Avenue Des Moines, Iowa 50327		S.M. Hentges & Sons, Inc. 650 Quaker Avenue Jordan, MN 55352			
ITEM NO.	**ITEM DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST $**	**COST $**	**UNIT COST $**	**COST $**	**UNIT COST $**	**COST $**	**UNIT COST $**	**COST $**
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE											
2.01	TOPSOIL, ON-SITE	CY	13669	$7.00	$95,683.00	$2.00	$27,338.00	$6.00	$82,014.00		
2.02	TOPSOIL, OFF-SITE	CY	1610	$15.00	$24,150.00	$10.50	$16,905.00	$1.00	$1,610.00		
2.03	EXCAVATION, CLASS 10	CY	173	$10.00	$1,730.00	$45.00	$7,785.00	$1.50	$259.50		
2.04	EXCAVATION, CLASS 10, BORROW	CY	133182	$9.00	$1,198,638.00	$10.50	$1,398,411.00	$13.00	$1,731,366.00		
2.05	REMOVAL OF KNOWN PIPE CULVERT	LF	24	$10.00	$240.00	$52.00	$1,248.00	$20.00	$480.00		
DIVISION 4 - SEWERS AND DRAINS											
4.01	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN. DIA.	LF	1214	$80.00	$97,120.00	$66.00	$80,124.00	$60.00	$72,840.00		
4.02	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN. DIA.	LF	423	$100.00	$42,300.00	$78.00	$32,994.00	$70.00	$29,610.00		
4.03	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN. DIA.	LF	52	$140.00	$7,280.00	$126.00	$6,552.00	$95.00	$4,940.00		
4.04	STORM SEWER, TRENCHED, RCP, CLASS III, 48 IN. DIA.	LF	133	$260.00	$34,580.00	$169.00	$22,477.00	$165.00	$21,945.00		
4.05	PIPE CULVERT, TRENCHED, RCP, CLASS III, 42 IN. DIA.	LF	178	$200.00	$35,600.00	$161.00	$28,658.00	$146.00	$25,988.00		
4.06	PIPE APRON, RCP, 42 IN. DIA.	EA	2	$3,500.00	$7,000.00	$2,800.00	$5,600.00	$2,900.00	$5,800.00		
4.07	PIPE APRON, RCP, 48 IN. DIA.	EA	1	$5,000.00	$5,000.00	$3,300.00	$3,300.00	$3,200.00	$3,200.00		
4.08	PIPE APRON FOOTING, RCP, 42 IN. DIA.	EA	2	$1,000.00	$2,000.00	$1,300.00	$2,600.00	$500.00	$1,000.00		
4.09	PIPE APRON FOOTING, RCP, 48 IN. DIA.	EA	1	$1,200.00	$1,200.00	$1,300.00	$1,300.00	$500.00	$500.00		
DIVISION 5 - WATER MAIN AND APPURTENANCES											
5.01	VALVE BOX EXTENSION	EA	14	$1,000.00	$14,000.00	$840.00	$11,760.00	$700.00	$9,800.00		
5.02	FIRE HYDRANT ADJUSTMENT	EA	10	$2,000.00	$20,000.00	$4,800.00	$48,000.00	$3,700.00	$37,000.00		
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS											
6.01	INTAKE, CIRCULAR SINGLE GRATE INTAKE, SW-502 MODIFIED	EA	1	$7,500.00	$7,500.00	$8,400.00	$8,400.00	$9,000.00	$9,000.00		
6.02	INTAKE, SINGLE GRATE INTAKE WITH MANHOLE, SW-503 MODIFIED	EA	9	$9,000.00	$81,000.00	$3,500.00	$31,500.00	$4,000.00	$36,000.00		
6.03	INTAKE, DOUBLE GRATE INTAKE, SW-505 MODIFIED	EA	2	$9,500.00	$19,000.00	$3,700.00	$7,400.00	$4,300.00	$8,600.00		
6.04	INTAKE, DOUBLE GRATE INTAKE WITH MANHOLE, SW-506 MODIFIED	EA	3	$12,500.00	$37,500.00	$6,000.00	$18,000.00	$5,900.00	$17,700.00		
DIVISION 8 - TRAFFIC CONTROL											
8.01	TEMPORARY TRAFFIC CONTROL	LS	1	$75,000.00	$75,000.00	$7,200.00	$7,200.00	$25,000.00	$25,000.00		
8.02	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20	$300.00	$6,000.00	$158.00	$3,160.00	$155.00	$3,100.00		
DIVISION 9 - SITE WORK AND LANDSCAPING											
9.01	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEED., TYPE 2 (PERM. COOL SEASON MIX.)	AC	12.19	$2,500.00	$30,475.00	$1,800.00	$21,942.00	$2,400.00	$29,256.00		
9.02	WARRANTY	LS	1	$6,500.00	$6,500.00	$3,200.00	$3,200.00	$5,600.00	$5,600.00		
9.03	SWPPP PREPARATION	LS	1	$3,000.00	$3,000.00	$2,059.90	$2,059.90	$25,000.00	$25,000.00		
9.04	SWPPP MANAGEMENT	LS	1	$3,000.00	$3,000.00	$2,600.00	$2,600.00	$29,000.00	$29,000.00		
9.05	FILTER SOCK, 8 IN. DIA.	LF	8463	$2.00	$16,926.00	$2.50	$21,157.50	$1.45	$12,271.35		

BID TABULATIONS

olsson

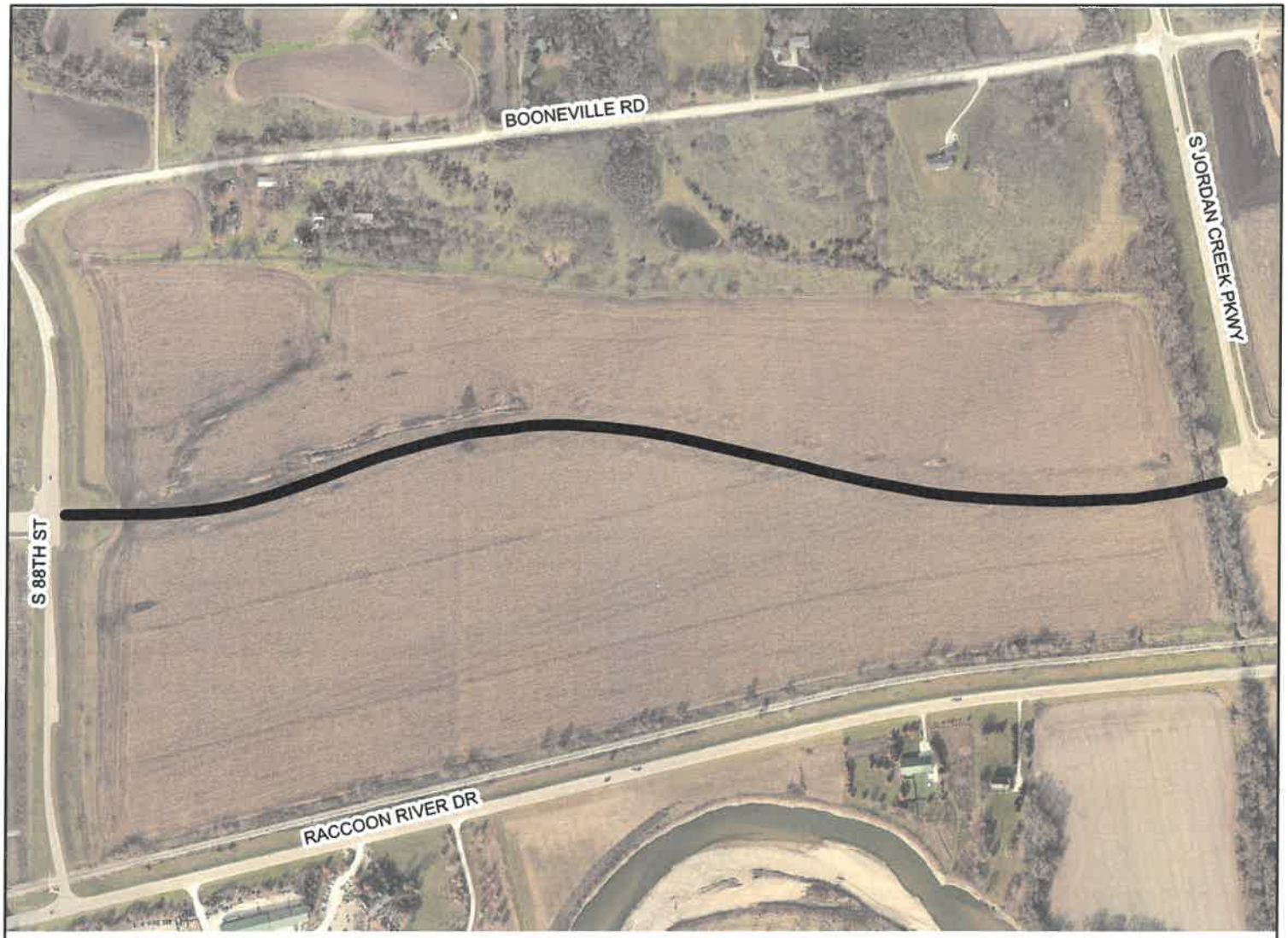
Client: City of West Des Moines
Project: Grand Avenue Improvements (Phase 2)
South Jordan Creek Parkway to South 88th Street
Project Number: 0510-056-2018
Date: 2/12/2020

				Engineer's Estimate		Elder Corporation 5088 East University Avenue Des Moines, Iowa 50327		S.M. Hentges & Sons, Inc. 650 Quaker Avenue Jordan, MN 55352			
ITEM NO.	**ITEM DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST $**	**COST $**	**UNIT COST $**	**COST $**	**UNIT COST $**	**COST $**	**UNIT COST $**	**COST $**
9.06	FILTER SOCK, REMOVAL	LF	8463	$0.25	$2,115.75	$0.25	$2,115.75	$0.20	$1,692.60		
9.07	SILT FENCE, INSTALLATION	LF	5893	$1.50	$8,839.50	$1.50	$8,839.50	$1.45	$8,544.85		
9.08	SILT FENCE, REMOVAL OF SEDIMENT	LF	471.4	$0.10	$47.14	$0.25	$117.85	$0.05	$23.57		
9.09	SILT FENCE, REMOVAL OF DEVICE	LF	4714	$0.20	$942.80	$0.25	$1,178.50	$0.05	$235.70		
9.10	STABILIZED CONSTRUCTION ENTRANCE	SY	693	$25.00	$17,325.00	$17.00	$11,781.00	$12.00	$8,316.00		
9.11	EROSION CONTROL MULCHING, HYDROMULCHING	AC	12.19	$1,250.00	$15,237.50	$1,200.00	$14,628.00	$1,325.00	$16,151.75		
9.12	INTAKE INLET PROTECTION DEVICE, INSTALLATION	EA	46	$150.00	$6,900.00	$158.00	$7,268.00	$137.00	$6,302.00		
9.13	INTAKE INLET PROTECTION DEVICE, MAINTENANCE	EA	46	$25.00	$1,150.00	$16.00	$736.00	$21.00	$966.00		
9.14	CULVERT INLET PROTECTION, INSTALLATION	EA	3	$200.00	$600.00	$53.00	$159.00	$102.00	$306.00		
9.15	CULVERT INLET PROTECTION, MAINTENANCE	EA	3	$25.00	$75.00	$16.00	$48.00	$21.00	$63.00		
9.16	RUMBLE GRID	LF	80	$300.00	$24,000.00	$270.00	$21,600.00	$500.00	$40,000.00		
DIVISION 11 - MISCELLANEOUS											
11.01	CONSTRUCTION SURVEY	LS	1	$30,000.00	$30,000.00	$20,000.00	$20,000.00	$50,000.00	$50,000.00		
11.02	CONCRETE WASHOUT	LS	1	$12,500.00	$12,500.00	$840.00	$840.00	$450.00	$450.00		
			TOTAL BASE BID		**$1,992,154.69**		**$1,910,983.00** **CORRECTED**		**$2,361,931.32** **CORRECTED**		

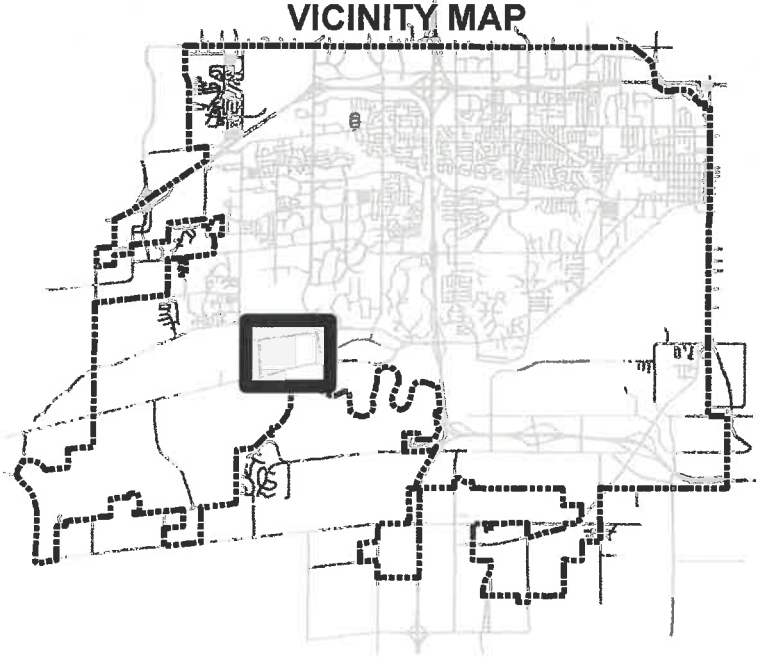
Denotes calculation of extended price does not match proposal.

I hereby certify that this is a true and correct tabulation of bids received on February 12, 2020 for the Grand Avenue Improvements (Phase 2), South Jordan Creek Parkway to South 88th Street, West Des Moines, Iowa - Project. No. 0510-056-2018

James P. Gallagher, P.E. License No. 25366 2/12/20 Date



VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

THE CITY OF WEST DES MOINES

PROJECT:

Grand Avenue - S. Jordan Creek Pkwy to S. 88th St

LOCATION: **Exhibit "A"**

DRAWN BY: JDR	DATE: 10/2/2018	PROJECT NUMBER/NAME: 0510-056-2018	SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM:

Public Hearing (5:35 p.m.)
City Entrance Enhancements – Phase 1B

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost was estimated to be $406,000.00 for the City Entrance Enhancements – Phase 1B. There were two (2) bids submitted with the low bid of $394,000.00 being submitted by Concrete Connection, LLC of Johnston, Iowa. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

The project includes the construction of concrete foundations and associated site work for six (6) branded monument signs to denote key roadway entrances to the City of West Des Moines. Locations include eastern corporate limits along IA-5, eastern corporate limits along I-235, northern corporate limits along I-35/80, southern corporate limits along I-35, western corporate limits along I-80, and 98th & University. Foundation work, utilities, and earthwork for this phase of the project is anticipated to be completed by June 1, 2020.

Phase 1B of this project was originally bid on October 2, 2019. Only two bids were received, and both were in excess of the Engineer's Estimate. City Council rejected all bids on October 7, 2019 and directed City Staff to rebid the project when the bidding climate was more favorable. Two (2) additional signs were added since Phase 1B was previously bid.

Phase 1A of the project, including fabrication and installation of the monument signs, was awarded to Graphic House, Inc. of Wausau, Wisconsin on July 1, 2019 as part of a separate contract. Fabrication of the signs is currently ongoing with installation being closely coordinated with Phase 1B.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for City Entrance Enhancements – Phase 1B;
- Motion receiving and filing Report of Bids;
- Resolution waiving bid irregularities and awarding the construction contract to Concrete Connection, LLC.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	February 7, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST

WHEREAS, on January 21, 2020, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

City Entrance Enhancements – Phase 1B
Project No. 0510-051-2018

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law;

therefore,

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

PASSED AND APPROVED on this **17th** day of **February, 2020.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

RESOLUTION APPROVING THE AWARDING OF A CONTRACT

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

City Entrance Enhancements – Phase 1B
Project No. 0510-051-2018

and,

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

WHEREAS, an irregularity was noted on one of the bids that was received; and

WHEREAS, the irregularity noted was not substantive in nature; and

WHEREAS, the bid of Concrete Connection, LLC in the amount of $394,000.00 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, waives the irregularity in the bids that were received.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that a contract for the City Entrance Enhancements – Phase 1B is hereby awarded to Concrete Connection, LLC in the amount of $394,000.00 and the bond of said bidder for the project is hereby fixed in the same amount.

BE IT FURTHER RESOLVED that the City Engineer is authorized and directed to return bid bond(s) and/or check(s) to any unsuccessful bidder.

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

PASSED AND ADOPTED on this **17th** day of **February, 2020.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

Client: City of West Des Moines
Project Name: City Entrance Enhancements - Phase 1B Sign Foundations

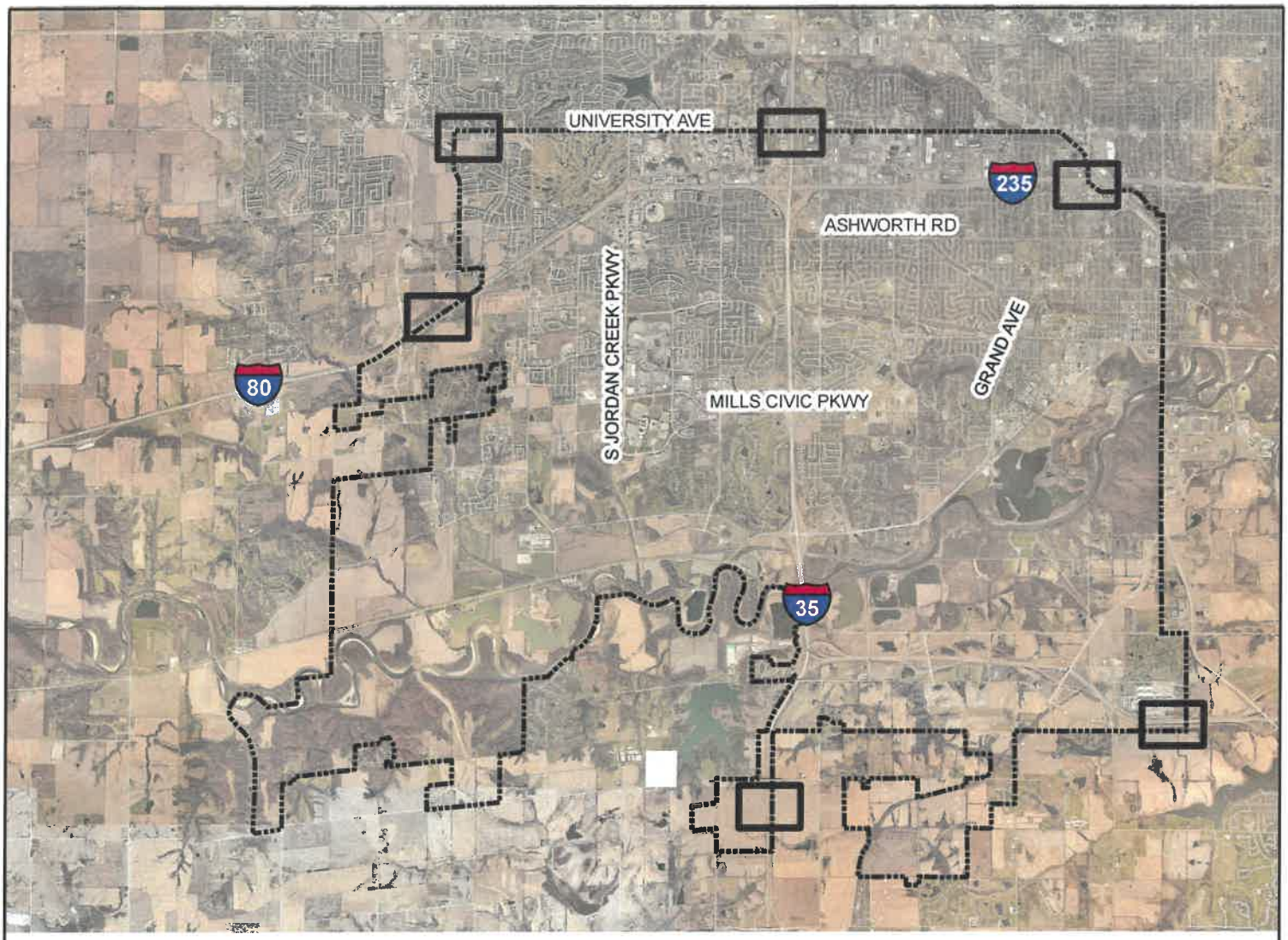
				Engineers Estimate		Concrete Connection, LLC 5170 NW Beaver Drive Johnston, IA 50131		Lejas Corporation 6614 Marquette Avenue St. Louis, MO 63139	
			Bid Security			X		X	
			Bidder Status Form			X		X	
Item	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Sign Foundation and Site Improvements - University Avenue	1	LS	$71,000.00	$71,000.00	$66,000.00	$66,000.00	$96,117.00	$96,117.00
2	Sign Foundation and Site Improvements - Westown Parkway	1	LS	$105,000.00	$105,000.00	$92,500.00	$92,500.00	$100,223.00	$100,223.00
3	Sign Foundation and Site Improvements - YMCA	1	LS	$49,000.00	$49,000.00	$59,000.00	$59,000.00	$98,955.00	$98,955.00
4	Sign Foundation and Site Improvements - White Crane Road	1	LS	$47,000.00	$47,000.00	$49,000.00	$49,000.00	$95,880.00	$95,880.00
5	Sign Foundation and Site Improvements - Wendover Road	1	LS	$47,000.00	$47,000.00	$52,500.00	$52,500.00	$93,335.00	$93,335.00
6	Sign Foundation and Site Improvements - Veternas Parkway	1	LS	$87,000.00	$87,000.00	$75,000.00	$75,000.00	$91,155.00	$91,155.00
			TOTAL BID		$406,000.00		$394,000.00		$575,665.00

Irregularity noted with Lejas Corporation bid: Bid Security and Bid Submittal submitted in one (1) envelope.

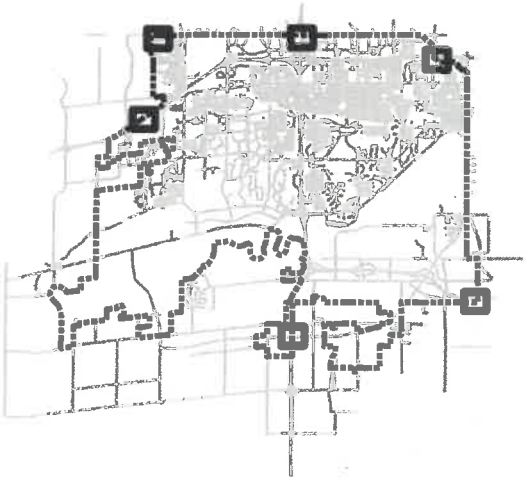
I hereby certify that this document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Nathan Hardisty Feb 12 2020 3:54 PM

Nathan T. Hardisty, PE



VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

CITY OF DES MOINES

PROJECT:

City Entrance Enhancements - Level 1

LOCATION: **Various Locations**

DRAWN BY: REF	DATE: 01/07/2019	PROJECT NUMBER/NAME: 0510-051-2018	SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 17, 2020

ITEM:

Public Hearing (5:35 p.m.)
Grand Avenue Reconstruction East of I-35

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost was estimated to be $363,627.50 for the Grand Avenue Reconstruction East of I-35. There were four (4) bids submitted with the low bid of $396,192.45 being submitted by Alliance Construction Group, LLC of Urbandale, Iowa. Payments will be made from account no. 500.000.000.5250.490 with the ultimate funding intended to come from General Obligation Bonds.

BACKGROUND:

The project includes reconstruction of Grand Avenue immediately east of I-35. A few years back, the City reconstructed Grand Avenue from South 50th Street to I-35. Immediately following, the Iowa Department of Transportation reconstructed the Grand Avenue Interchange on I-35, with a different design than what was presented to the City when design and construction of Grand Avenue was completed. This left a gap in the construction. This project will address reconstruction of the gap on Grand Avenue along with associated trail adjacent to the roadway. The project is anticipated to be completed by September 15, 2020. Once construction commences, the Contractor will only be allowed twenty-eight (28) calendar days to complete all necessary tasks to reopen both eastbound and westbound lanes on Grand Avenue.

The lowest bid received was in excess of the Engineer's Estimate by $32,564.95 or 8.96%. Based on conversations with bidders, the increased costs can be most attributable to the timeframe in which Grand Avenue can be closed to traffic to complete the work. City Staff recommend the award of contract to Alliance Construction Group, LLC.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for Grand Avenue Reconstruction East of I-35;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Alliance Construction Group, LLC.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	February 7, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST

WHEREAS, on January 21, 2020, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

Grand Avenue Reconstruction East of I-35
Project No. 0510-049-2018

and,

WHEREAS, notice of hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for said public improvements were published as required by law;

therefore,

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, that the Plans, Specifications, Form of Contract, and Estimate of Costs for said Public Improvement are hereby approved.

PASSED AND APPROVED on this **17th** day of **February, 2020.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

RESOLUTION APPROVING THE AWARDING OF A CONTRACT

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

Grand Avenue Reconstruction East of I-35
Project No. 0510-049-2018

and,

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

WHEREAS, the bid of Alliance Construction Group, LLC in the amount of $396,192.45 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 Reconstruction East of I-35 is hereby awarded to Alliance Construction Group, LLC in the amount of $396,192.45 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 **17th** day of **February, 2020.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

THE CITY OF WEST DES MOINES

KIRKHAM MICHAEL

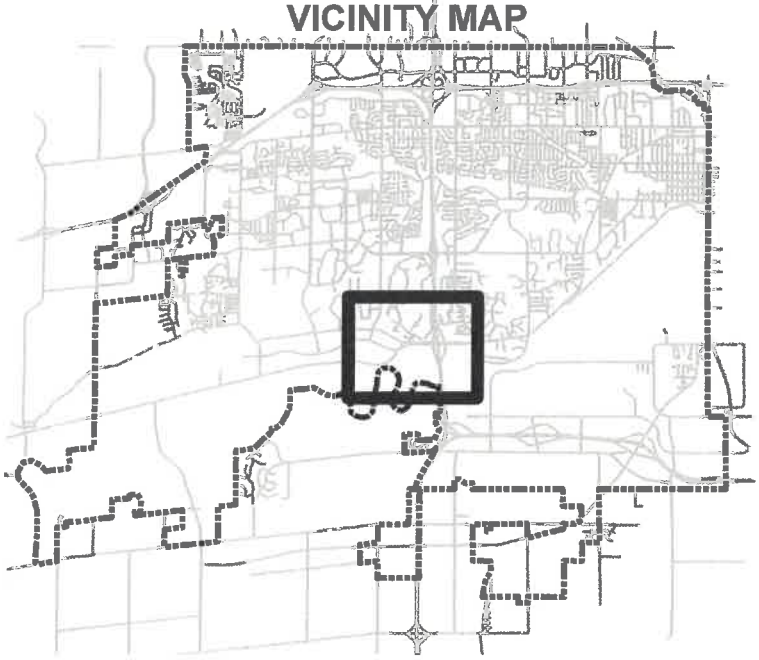
Tabulation of Bids
City of West Des Moines, Iowa Grand Avenue Reconstruction East of I-35
Project No. 0510-049-2018

I hereby certify that this is a true and correct bid tabulation of bids received on February 12, 2020 for the Grand Avenue Reconstruction East of I-35 in West Des Moines, Iowa. Project No. 0510-049-2018.

Benjamin S. Smith, P.E. License No. 2442542 Expires: 12/31/21 Today's Date: 02/12/2020

Bid Date is Wednesday, February 12, 2020				Engineer's Opinion of Cost		Alliance Construction Group.		Absolute Construction		Elder Corporation		Correl Construction	
	Item	Units	Quantity	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal
Division 2 - Clearing, Excavation, & Embankment													
2.1	CLEARING AND GRUBBING	AC	0.2	$ 10,000.00	$ 2,000.00	$ 34,250.00	$ 6,850.00	$ 5,000.00	$ 1,000.00	$ 8,400.00	$ 1,680.00	$ 112,500.00	$ 22,500.00
2.2	TOPSOIL, ON-SITE	CY	868.0	$ 8.00	$ 6,944.00	$ 16.00	$ 13,888.00	$ 13.25	$ 11,501.00	$ 20.50	$ 17,794.00	$ 14.00	$ 12,152.00
2.3	EXCAVATION, CLASS 10 ROADWAY AND BORROW	CY	620.0	$ 8.00	$ 4,960.00	$ 8.00	$ 4,960.00	$ 16.00	$ 9,920.00	$ 12.00	$ 7,440.00	$ 5.00	$ 3,100.00
2.4	EXCAVATION, CLASS 10, IMPORT	CY	760.0	$ 15.00	$ 11,400.00	$ 15.00	$ 11,400.00	$ 27.25	$ 20,710.00	$ 26.00	$ 19,760.00	$ 20.00	$ 15,200.00
2.5	SUBGRADE PREPARATION	CY	2,790.0	$ 6.00	$ 16,740.00	$ 1.00	$ 2,790.00	$ 4.00	$ 11,160.00	$ 4.65	$ 12,973.50	$ 3.00	$ 8,370.00
2.6	GRANULAR SUBBASE	SY	2,790.0	$ 15.00	$ 41,850.00	$ 11.50	$ 32,085.00	$ 10.00	$ 27,900.00	$ 6.60	$ 18,414.00	$ 10.50	$ 29,295.00
2.7	REMOVAL OF KNOWN PIPE CULVERT, RCP, 24 IN.	LF	38.0	$ 50.00	$ 1,900.00	$ 39.00	$ 1,482.00	$ 24.00	$ 912.00	$ 33.50	$ 1,273.00	$ 50.00	$ 1,900.00
Division 4 -Sewer & Drains													
4.1	PIPE CULVERT, TRENCHED RCP, 24 IN.	LF	48.0	$ 100.00	$ 4,800.00	$ 120.00	$ 5,760.00	$ 57.50	$ 2,760.00	$ 97.50	$ 4,680.00	$ 104.00	$ 4,992.00
4.2	PIPE APRON, CONCRETE, 24 IN.	EA	2.0	$ 2,500.00	$ 5,000.00	$ 2,330.00	$ 4,660.00	$ 3,740.00	$ 7,480.00	$ 3,000.00	$ 6,000.00	$ 2,985.00	$ 5,970.00
4.3	SUBDRAIN, LOGNITUDINAL, 5 IN.	EA	644.0	$ 15.00	$ 9,660.00	$ 20.00	$ 12,880.00	$ 14.25	$ 9,177.00	$ 19.00	$ 12,236.00	$ 21.00	$ 13,524.00
4.4	SUBDRAIN OUTLETS AND CONNECTIONS	EA	1.0	$ 300.00	$ 300.00	$ 450.00	$ 450.00	$ 390.00	$ 390.00	$ 490.00	$ 490.00	$ 260.00	$ 260.00
Division 7 - Streets & Related Work													
7.1	REINFORCED PCC PAVEMENT, 9 IN.	SY	2,265.0	$ 60.00	$ 135,900.00	$ 70.25	$ 159,116.25	$ 66.00	$ 149,490.00	$ 73.00	$ 165,345.00	$ 73.00	$ 165,345.00
7.2	RECREATIONAL TRAIL, REINFORCED, 6 IN.	SY	565.0	$ 50.00	$ 28,250.00	$ 47.00	$ 26,555.00	$ 57.00	$ 32,205.00	$ 52.00	$ 29,380.00	$ 56.00	$ 31,640.00
7.3	DRIVEWAY, PAVED, PCC 7 IN.	SY	132.0	$ 50.00	$ 6,600.00	$ 50.00	$ 6,600.00	$ 87.00	$ 11,484.00	$ 59.00	$ 7,788.00	$ 60.00	$ 7,920.00
7.4	DIAMOND GRINDING	SY	1,288.0	$ 10.00	$ 12,880.00	$ 18.00	$ 23,184.00	$ 12.50	$ 16,100.00	$ 13.15	$ 16,937.20	$ 20.00	$ 25,760.00
7.5	PAVEMENT REMOVAL	SY	3,113.0	$ 6.00	$ 18,678.00	$ 14.00	$ 43,582.00	$ 13.00	$ 40,469.00	$ 12.85	$ 40,002.05	$ 12.00	$ 37,356.00
Division 8 - Traffic Control / Signalization													
8.1	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	4.42	$ 1,500.00	$ 6,630.00	$ 610.00	$ 2,696.20	$ 610.00	$ 2,696.20	$ 640.00	$ 2,828.80	$ 890.00	$ 3,933.80
8.2	PAVEMENT MARKINGS REMOVED	STA	0.6	$ 1,000.00	$ 600.00	$ 650.00	$ 390.00	$ 650.00	$ 390.00	$ 685.00	$ 411.00	$ 935.00	$ 561.00
8.3	TRAFFIC CONTROL	LS	1.0	$ 20,000.00	$ 20,000.00	$ 8,700.00	$ 8,700.00	$ 7,600.00	$ 7,600.00	$ 31,500.00	$ 31,500.00	$ 8,360.00	$ 8,360.00
8.4	CHANGEABLE MESSAGE BOARDS	EA	2.0	$ 2,500.00	$ 5,000.00	$ 2,000.00	$ 4,000.00	$ 2,000.00	$ 4,000.00	$ 2,100.00	$ 4,200.00	$ 2,200.00	$ 4,400.00
Division 9 - Site Work and Landscaping													
9.1	SEEDING, FERTILIZING, AND MULCHING	AC	0.8	$ 2,000.00	$ 1,600.00	$ 2,800.00	$ 2,240.00	$ 4,500.00	$ 3,600.00	$ 2,950.00	$ 2,360.00	$ 3,080.00	$ 2,464.00
9.2	SWPPP PREPARATION	LS	1.0	$ 2,000.00	$ 2,000.00	$ 1,800.00	$ 1,800.00	$ 1,000.00	$ 1,000.00	$ 1,900.00	$ 1,900.00	$ 1,980.00	$ 1,980.00
9.3	SWPPP MANANGEMENT	LS	1.0	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 3,200.00	$ 3,200.00	$ 3,300.00	$ 3,300.00
9.4	FILTER SOCK, 12 IN.	LF	1,958.0	$ 3.00	$ 5,874.00	$ 2.00	$ 3,916.00	$ 4.50	$ 8,811.00	$ 1.95	$ 3,818.10	$ 2.00	$ 3,916.00
9.5	FILTER SOCK, REMOVAL OF DEVICE	LF	1,958.0	$ 0.50	$ 979.00	$ 1.25	$ 2,447.50	$ 0.75	$ 1,468.50	$ 0.10	$ 195.80	$ 0.10	$ 195.80
9.6	SILT FENCE	LF	75.0	$ 2.00	$ 150.00	$ 6.67	$ 500.25	$ 3.00	$ 225.00	$ 1.85	$ 138.75	$ 2.00	$ 150.00
9.7	SILT FENCE, REMOVAL OF DEVICE	LF	75.0	$ 0.50	$ 37.50	$ 6.67	$ 500.25	$ 0.75	$ 56.25	$ 0.10	$ 7.50	$ 0.10	$ 7.50
9.8	EROSION CONTROL MULCHING, CONVENTIONAL	AC	0.8	$ 1,000.00	$ 800.00	$ 1,500.00	$ 1,200.00	$ 1,750.00	$ 1,400.00	$ 890.00	$ 712.00	$ 935.00	$ 748.00
9.9	TURF REINFORCEMENT MAT, TYPE 1	SQ	71.0	$ 45.00	$ 3,195.00	$ 10.00	$ 710.00	$ 47.50	$ 3,372.50	$ 52.50	$ 3,727.50	$ 55.00	$ 3,905.00
9.10	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	2.0	$ 200.00	$ 400.00	$ 200.00	$ 400.00	$ 150.00	$ 300.00	$ 52.50	$ 105.00	$ 55.00	$ 110.00
9.11	INLET PROTECTION DEVICE, DROP-IN	EA	1.0	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 225.00	$ 225.00	$ 131.50	$ 131.50	$ 137.00	$ 137.00
9.12	INLET PROTECTION DEVICE, MAINTENANCE	EA	3.0	$ 100.00	$ 300.00	$ 250.00	$ 750.00	$ 50.00	$ 150.00	$ 26.25	$ 78.75	$ 30.00	$ 90.00
Division 11 - Miscellaneous									$ -				
11.1	CONSTRUCTION STAKING	LS	1.0	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 6,200.00	$ 6,200.00	$ 6,500.00	$ 6,500.00	$ 5,500.00	$ 5,500.00
11.2	CONCRETE WASHOUT	LS	1.0	$ 1,000.00	$1,000.00	$ 1,500.00	$ 1,500.00	$ 1,200.00	$ 1,200.00	$ 1,300.00	$ 1,300.00	$ 1,350.00	$ 1,350.00
Total Base Bid (Items 2.1 through 11.1)					$ 363,627.50		$ 396,192.45		$ 398,852.45		$ 425,307.45		$ 426,392.10
			Bid Bond	x		x		x		x		x	
			Notations										

VICINITY MAP



LEGEND

PROJECT LOCATION

N
W E
S

CITY OF DES MOINES

PROJECT:

Grand Avenue Reconstruction East of I-35

LOCATION:

Exhibit "A"

DRAWN BY: JDR	DATE: 1/15/2020	PROJECT NUMBER/NAME: 0510-049-2018	SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

Date: February 17, 2020

ITEM: Amendment to City Code – Amend Title 7 (Public Ways and Property), Chapter 9 (Water Supply Protection) to modify the procedures and requirements for shallow and deep wells.

Ordinance: Approval of First Reading

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The City of West Des Moines requests an amendment to the noted chapter and sections of Title 7 (Public Ways and Property) to amend regulations pertaining to shallow and deep wells.

- Title 7 (Public Ways and Property)
  - Chapter 9 (Water Supply Protection), Section 2 (Definitions), Section 3 (Protection for Publicly-owned Shallow Wells) and Section 4 (Protection for Publicly-owned Deep Wells)

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: City Staff recommends the City Council approve the first reading to amend City Code, Title 7 (Public Ways and Property), Chapter 9 (Water Supply Protection).

Lead Staff Member: Christina Murphy, West Des Moines Water Works

STAFF REVIEWS:

Department Director	Christina Murphy, West Des Moines Water Works
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney JDS
Agenda Acceptance	(X)

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	
Letter sent to surrounding property owners	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes ☐	No ☐	Split ☐

ATTACHMENTS:

Exhibit I Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2020, BY AMENDING TITLE 7, (PUBLIC WAYS AND PROPERTY), CHAPTER 9, (WATER SUPPLY PROTECTION).

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

SECTION 1. AMENDMENT. Title 7 (Public Ways and Property), Chapter 9 (Water Supply Protection), Section 2 (Definitions) is hereby amended by adding the test in bold lettering and deleting the text in strikethrough and shaded text;

The definitions of words used herein shall be those found in textbooks of Civil Engineering, except ~~that a shallow well has a total depth of one hundred feet (100') or less and a deep well has a total depth of one hundred one feet (101') or more. (Ord. 944, 3-4-91)~~ **a shallow well is a well located and constructed in such a manner that there is not a continuous layer of low permeability soil or rock (or equivalent retarding mechanism acceptable to the department) at least 5 feet thick, the top of which is located at least 25 feet below the normal ground surface and above the aquifer from which water is to be drawn.**

SECTION 2. AMENDMENT. Title 7 (Public Ways and Property), Chapter 9 (Water Supply Protection), Section 3 (Protection for Publicly-owned Shallow Wells) is hereby amended by adding the test in bold lettering and deleting the text in strikethrough and shaded text;

A. No structure or facility ~~of any of the following types~~ shall be located within the distances **as outlined in the Iowa Administrative Code 567 Chapter 43** ~~hereinafter set forth~~, from a publicly-owned shallow well within the City.~~:~~

~~1. Well pump house floor drain openings: 5 feet.~~

~~2. Basements, pits or sumps: 10 feet.~~

~~3. Flowing streams or other surface water bodies: 50 feet.~~

~~4. Well pump house floor drain piping, if discharged to the ground surface:~~

~~a. None permitted if located less than 5 feet from the well.~~

~~b. If located between 5 feet and 10 feet from well, the drain piping shall be constructed of one of the materials permitted for water mains in West Des Moines and shall be encased in a minimum of 8 inches of Portland cement concrete.~~

c. If located between 11 feet and 25 feet from the well, the drain piping shall be constructed of one of the materials permitted for water mains in West Des Moines.

d. If located between 26 feet and 75 feet from the well, the drain piping shall be constructed of one of the materials permitted for watertight sanitary sewers in West Des Moines.

5. Well pump house floor drain piping, if discharged to a water treatment plant waste handling system or a sanitary or storm sewer or drain:

a. None permitted if located less than 25 feet from the well.

b. If located between 25 feet and 75 feet from the well, the drain piping shall be constructed of one of the materials permitted for water main in West Des Moines.

c. If located between 76 feet and 200 feet from the well, the drain piping shall be constructed of one of the materials permitted for watertight sanitary sewers in West Des Moines.

6. Sanitary or storm sewage force mains:

a. None permitted if located less than 75 feet from the well.

b. If located between 75 feet and 200 feet from the well, the force main piping shall be constructed of one of the materials permitted for water mains in West Des Moines.

7. Cisterns: 100 feet.

8. Irrigation systems using nonpotable water; concrete vaults and septic tanks; cesspools and earth pit privies; soil absorption fields; sewage lagoons; storage of chemicals, whether under, on or above the ground surface; storage tanks, basins, lagoons or stockpiles of animal wastes; earthen silage storage trenches or pits; animal enclosures; cemeteries; privately-owned wells; solid waste disposal sites; mechanical wastewater treatment plants: 200 feet.

B. No practices of any of the following types shall be located within the distances hereinafter set forth, from a publicly-owned shallow well within the City:

1. Animal pasturage, water treatment plant wastes or waste discharges: 50 feet.

2. Land application of animal wastes, whether in the form of solids, liquids or slurries; sanitary sewage or industrial waste discharges; land application of

~~solid waste; application of chemicals to the ground surface: 200 feet. (Ord. 944, 3-4-91)~~

SECTION 3. <u>AMENDMENT</u>. Title 7 (Public Ways and Property), Chapter 9 (Water Supply Protection), Section 4 (Protection for Publicly-owned Deep Wells) is hereby amended by adding the test in bold lettering and deleting the text in strikethrough and shaded text;

A. No structure or facility ~~of any of the following types~~ shall be located within the distances **as outlined in the Iowa Administrative Code 567 Chapter 43** ~~hereinafter set forth~~, from a publicly-owned deep well within the City.

~~1. Well pump house floor drain openings: 5 feet.~~

~~2. Basements, pits or sumps: 10 feet.~~

~~3. Cisterns, flowing streams or other surface water bodies: 50 feet.~~

~~4. Well pump house floor drain piping, if discharged to the ground surface:~~

~~a. None permitted if located less than 5 feet from the well.~~

~~b. If located between 5 feet and 10 feet from well, the drain piping shall be constructed of one of the materials permitted for water mains in West Des Moines and shall be encased in a minimum of 8 inches of Portland cement concrete.~~

~~c. If located between 11 feet and 25 feet from the well, the drain piping shall be constructed of one of the materials permitted for water mains in West Des Moines.~~

~~d. If located between 26 feet and 75 feet from the well, the drain piping shall be constructed of one of the materials permitted for watertight sanitary sewers in West Des Moines.~~

~~5. Well pump house floor drain piping, if discharged to a water treatment plant waste handling system or a sanitary or storm sewer or drain:~~

~~a. None permitted if located less than 25 feet from the well.~~

~~b. If located between 25 feet and 75 feet from the well, the drain piping shall be constructed of one of the materials permitted for water mains in West Des Moines.~~

~~c. If located between 76 feet and 200 feet from the well, the drain piping shall be constructed of one of the materials permitted for watertight sanitary sewers in West Des Moines.~~

~~6. Sanitary or storm sewage force mains:~~

~~a. None permitted if located less than 75 feet from the well.~~

~~b. If located between 76 feet and 200 feet from the well, the force main piping shall be constructed of one of the materials permitted for water mains in West Des Moines.~~

~~7. Aboveground storage of chemicals, storage tanks for animal wastes; earthen silage storage trenches or pits, animal enclosures, irrigation systems using nonpotable water: 100 feet.~~

~~8. Concrete vaults and septic tanks; cesspools and earth pit privies; soil absorption fields; sewage lagoons; on ground or underground storage of chemicals; basins, lagoons or stockpiles of animal wastes; cemeteries; privately-owned wells; solid waste disposal sites; mechanical wastewater treatment plants: 200 feet.~~

~~B. No practices of any of the following types shall be located within the distances hereinafter set forth, from a publicly-owned deep well within the City:~~

~~1. Animal pasturage, water treatment plant wastes or waste discharges: 50 feet.~~

~~2. Land application of animal wastes, whether in the form of solids, liquids or slurries, land application of solid waste, application of chemicals to the ground surface: 100 feet.~~

~~3. Sanitary sewage or industrial waste discharges: 200 feet. (Ord. 944, 3-4-91)~~

SECTION 4. <u>REPEALER</u>. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 5. <u>SAVINGS CLAUSE.</u> If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 6. <u>VIOLATIONS AND PENALTIES.</u> Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Sections 1 and 2 of the City Code of the City of West Des Moines, Iowa.

SECTION 7. <u>OTHER REMEDIES.</u> 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 8. <u>EFFECTIVE DATE.</u> This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2020, and approved this _____ day of _____, 2020.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson , City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of West Des Moines, Iowa, on _____, 2020, and was published in the Des Moines Register on __ _____, 2020.

_____
Ryan T. Jacobson, City Clerk