

CITY OF WEST DES MOINES

COUNCIL AGENDA

date: October 5, 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

Due to the State Public Health Emergency Declaration regarding COVID-19, this meeting will offer two options for public participation. Members of the public wishing to attend the meeting in person may do so in the Council Chambers at West Des Moines City Hall, where seats will be arranged to allow for social distancing. Members of the public wishing to participate telephonically, may do so by calling: 515-207-8241, Enter Conference ID: 937 828 207#

1. **Call to Order/Pledge of Allegiance/Roll Call/Approval of Agenda**
2. **Citizen Forum** (Pursuant to City Council Procedural Rules citizen remarks are limited to five minutes under this agenda category - if additional time is desired the Mayor/Council may allow continuation as part of the Other Matters portion of the agenda)
3. **Mayor/Council/Manager Report/Other Entities Update**
4. **Consent Agenda**
 - a. Motion - Approval of Minutes of September 21, 2020 Meeting
 - b. Motion - Approval of Bill Lists
 - c. Motion - Approval of Liquor Licenses:
 1. Costco Wholesale Corporation d/b/a Costco Wholesale #788, 7205 Mills Civic Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
 2. Des Moines Golf and Country Club d/b/a Des Moines Golf and Country Club, 1600 Jordan Creek Parkway - Class LC Liquor License with Carryout Wine, Sunday Sales, and Outdoor Service Privileges - Renewal
 3. Frank's Divine Pie 8950 d/b/a El Guapo's Tequila + Taco, 8950 University Avenue, Suite 105 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
 4. Frank's Divine Pie 2800, LLC d/b/a Gusto Pizza Company, 2800 University Avenue, Suite 400 - Class BW Permit with Sunday Sales and Outdoor Service Privileges - Renewal

5. Kiss My Grits, LLC, d/b/a The Irish, 560 South Prairie View Drive - Class LC Liquor License with Sunday Sales and Outdoor Services - Renewal
 6. Jethro's and Jaspers, Inc. d/b/a Jethro's Jambalaya, 9350 University Avenue - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
 7. Kum & Go, LC, d/b/a Kum & Go #532, 5901 Mills Civic Parkway, Building 2000 - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
 8. Kum & Go, LC, d/b/a Kum & Go #1097, 220 50th Street - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
 9. Mac Shack, LLC d/b/a Mac Shack, 1551 Valley West Drive, Suite 253 - Class LC Liquor License with Sunday Sales - Renewal
 10. InterMountain Management, LLC d/b/a TownePlace Suites, 125 South 68th Street - Class LB Liquor License with Sunday Sales - Renewal
- d. Motion - Approval to Sell Surplus City Equipment
 - e. Motion - Approval of Purchase of Traffic Operations Center Equipment - West Public Services Facility
 - f. Motion - Approval of Agreement for Aerial Imagery Services - Pictometry International Corp.
 - g. Motion - Approval and Acceptance of Grant - Department of Justice Office of Justice Programs
 - h. Motion - Approval of Title VI Non-Discrimination Agreement and Assurances
 - i. Motion - Approval of Change Orders:
 1. MidAmerican Energy RecPlex - Ice Refrigeration, #2
 2. MidAmerican Energy RecPlex - General Construction, #5
 - j. Motion - Approval of Amendment No. 1 to Professional Services Agreement - MidAmerican Energy RecPlex, Architectural Services
 - k. Resolution - Approval of Interfund Transfers
 - l. Resolution - Approval of Special Assessments - Nuisance Abatements (Sidewalks)
 - m. Resolution - Order Construction:
 1. Grand Avenue West Segment 3 and 4 Sewers
 2. Sugar Creek Conveyance Improvements, Phase 2
 - n. Resolution - Accept Work:
 1. American Legion Park Skatepark Facility
 2. Stagecoach Drive Extension over Sugar Creek
 - o. Resolution - Accept Public Improvements - Grey Hawk Business Park Plat 1
 - p. Resolution - Approval of Amendment to High Quality Jobs Program Contract - Innovative Injection Technologies, Inc.
 - q. Resolution - Approval of Grant of Fiber Optic Cable Easement and Indemnification - EBS Property Iowa, LLC
 - r. Resolution - Approval and Acceptance of Purchase Agreement and Property Interests - Ashworth Road Reconstruction, Phase 4
 - s. Resolution - Approval and Acceptance of Property Interests - Grand Avenue West Segment 3 and 4 Sewers

5. Old Business

- a. Erik’s Bikes, 950 1st Street - Establish Planned Unit Development (PUD) - EBS Property Iowa, LC
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- b. Amendment to City Code - Title 9 (Zoning), Chapter 6 (Commercial and Office and Industrial Zoning District) and Chapter 15 (Off Street Parking and Loading) - Allow SIC 7822 “Theatrical Producers (except Motion Picture) and Miscellaneous Theatrical Services” in the General Industrial and Light Industrial Zoning Districts - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- c. Amendment to City Code - Title 1 (Administrative), Chapter 6 (Mayor and Council), Article B (Council), Section 2 (Meetings) - Amend Date for Adoption of Schedule of Regular City Council Meetings - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

- d. Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 3 (Special Stops Required) - 76th Street and Pommel Place - City Initiated
 - 1. Ordinance - Approval of Second, Third Readings and Final Adoption

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

- a. Des Moines University, 8025 Grand Avenue - Amend the West Grand Business Park Planned Unit Development (PUD) Parcel 8 to Allow Installation of Private Utilities with Approval of a Phased Site Plan and Establish Regulations for Signage During Construction - Des Moines University Osteopathic Medical Center
 - 1. Ordinance - Approval of First Reading

- b. 1211 Vine Street Abatement - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract

- c. 1211 Vine Street Demolition - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract

- d. 2020 Sewer Cleaning and Televising Program - City Initiated
 - 1. Resolution - Approval of Plans and Specifications
 - 2. Motion - Receive and File Report of Bids
 - 3. Resolution - Award Contract

7. New Business

- a. Amendment to City Code - Title 2 (Board and Commissions), Chapter 2 (Board of Adjustment) - Repeal and Replace Section 4 "Jurisdiction; Powers" to Add Provisions to Allow for Zoning Exceptions and to Clarify the Requirements for a Variance Request - City Initiated
 - 1. Ordinance - Approval of First Reading

8. Receive, File and/or Refer

9. Other Matters

- a. Discussion on Request for Extension of Woodland Hills Cell Tower Ground Lease

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.

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West Des Moines City Council Proceedings
Monday, September 21, 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, September 21, 2020 at 5:30 PM. Council members present were: R. Hardman, G. Hudson, M. McKinney, and R. Trimble.

City Clerk Ryan Jacobson stated staff is recommending one amendment to the agenda: removal of Item 4(r) Grant of Fiber Optic Cable Easement - EBS Property Iowa, LLC

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

Vote 20-408: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

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

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

Dawn Davis, ETC Institute, reported on the results of the 2020 citizen survey, stating the residents have a very positive perception of the city overall. She also noted the City of West Des Moines rated above the national average in all 51 comparative factors.

The Mayor and Council held discussion on the citizen survey results, and they expressed appreciation to staff for their efforts which contribute to the City's high ratings.

Council member McKinney reported he attended the swearing in ceremony for several new police officers. He also attended a meeting of the Bravo Greater Des Moines Board, where discussion was held on budgetary concerns amidst the effects of the COVID-19 pandemic. He stated he attended the dedication ceremony for the Jamie Hurd Amphitheater, which he believed was a great event. He also attended a meeting of the Development and Planning Subcommittee, where discussion was held on variances for additions constructed on homes and the current prohibition on backyard chickens.

Council member Trimble he attended a meeting of the Finance and Administration Subcommittee, where discussion was held on professional services agreements with Strategic America for communications and outreach and with David Lyons for special projects such as the citywide conduit network.

Council member Hardman reported she attended the first responder appreciation breakfast hosted by the West Des Moines Chamber of Commerce. She reported she also attended the dedication

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ceremony for the Jamie Hurd Amphitheater. She also attended meetings of the Human Rights Commission, where Police Chief Chris Scott spoke about his department, and the Library Board, where discussion was held about the new Valley Junction kiosk and the success of the virtual summer reading program. She reported she also attended the swearing in ceremony for several new police officers. She commended City staff for their service and responsiveness to the public as well the elected officials.

On Item 4. Consent Agenda.

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

- a. Approval of Minutes of September 8, 2020 Meeting
- b. Approval of Bill Lists
- c. Approval of Liquor Licenses:
 - 1. Thawee Wathana, LLC d/b/a BananaLeaf Asian Bistro, 5515 Mills Civic Parkway, Suite #140 - Class LC Liquor License with Sunday Sales - Renewal
 - 2. Master of None, LLC d/b/a Barn Town Brewing, 9500 University Avenue, Suite 1110 - Class BB Beer Permit with Sunday Sales and Outdoor Service - Renewal
 - 3. Mangia Tutto, LLC d/b/a Billy Vee's, 304 5th Street - Class LC Liquor License with Sunday Sales, Living Quarters, and Outdoor Service Privileges - Renewal
 - 4. Cinemark USA, Inc. d/b/a Century 20 Jordan Creek and XD, 101 Jordan Creek Parkway, Unit 2000 - Class BW Permit with Sunday Sales - Renewal
 - 5. CEC Entertainment, Inc. d/b/a Chuck E. Cheese's #958, 1431 22nd Street – Class BB Permit with Sunday Sales - Renewal
 - 6. Envision Homes, LLC d/b/a Heart of Iowa Marketplace, 211 5th Street - Class B Native Wine Permit with Sunday Sales - Renewal
 - 7. 52 Gracedieu DBA Memory Lane Antiques, LLC d/b/a Memory Lane Antiques Collectibles & Gifts, 208 5th Street - Class B Native Wine Permit with Sunday Sales – Renewal
 - 8. International Event Center, Inc., d/b/a Val Air, 301 Ashworth Road - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
- d. Approval of Special Event Lane Closures - Historic Valley Junction Foundation Farmers Market
- e. Approval of Contract Agreements:
 - 1. Emergency Sanitary and Storm Sewer Repair Services
 - 2. Sidewalk, Trail, and Parking Lot Snow and Ice Removal Services
- f. Approval of Extension of Professional Services Agreement - WestLAB Facilitation - Dave Lyons, The Iowa Institute
- g. Approval of Professional Services Agreement - Staff Augmentation for Citywide Communication Efforts - Strategic America
- h. Approval of Agreements:
 - 1. Integrated Parks and Recreation System Software - PerfectMind

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2. MidAmerican Energy RecPlex Technology and Services - CenturyLink Communications
3. MidAmerican Energy RecPlex WiFiMedia Solution - Green Zebra Media Corp.
- i. Approval of Amendment No. 1 to Professional Services Agreement - West Des Moines Digital Enterprise Design
- j. Approval of Change Order #12 - West Public Services Facility - Building and Site Improvements
- k. Approval of Interfund Transfers
- l. Approval of FY 2019-20 Iowa Department of Transportation City Street Financial Report
- m. Order Construction:
 1. Raccoon River Basin Segment 5 Gravity Sewer
 2. Valley View Aquatic Center Three Meter Diving Platform
- n. Accept Public Improvements:
 1. Mill Ridge Plat 4
 2. The Parkways, Lot 4 (Sanitary Sewer)
- o. Approval of Professional Services Agreement - West Grand Business Park, Booneville Road to Grand Avenue
- p. Approval of Proposal from MidAmerican Energy Company to Extend Electrical Services - Future Southwest Public Safety Station
- r. Removed
- s. Approval and Acceptance of Record of Lot Tie - 1609 South 42nd Street and 4203 Cherrywood Court
- t. Establish Consultation Meeting and Public Hearing - Amendment #4 to the Ashworth Corridor Urban Renewal Area
- u. Approval of Proclamations:
 1. Welcoming Week - September 12-20, 2020
 2. Salvation Army Day to Rescue Christmas - September 22, 2020

Vote 20-409: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

On Item 4(q) Approval of Highway-Rail Signal Interface Agreement with Iowa Interstate Railroad - Grand Avenue and Scenic Valley Drive

Council member Trimble inquired about any further steps before the traffic signals at this intersection can be activated.

Brian Hemesath, City Engineer, responded that Iowa Interstate Railroad still has more construction work to complete, but this agreement needed to be executed before they could move forward on their construction. He stated he does not have a timeline for when their construction will be completed.

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It was moved by Trimble, second by Hardman to approve Item 4(q) Approval of Highway-Rail Signal Interface Agreement with Iowa Interstate Railroad - Grand Avenue and Scenic Valley Drive.

Vote 20-410: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

On Item 5(a) M&W Mini Storage, 2001 Grand Avenue - Establishment a Planned Unit Development (PUD), initiated by MHC 80 (Des Moines, IA) LLC

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

Vote 20-411: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 20-412: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

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

Vote 20-413: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

On Item 6(a) Mayor Gaer indicated this was the time and place for a public hearing to consider Erik's Bikes, 950 1st Street - Establish Planned Unit Development (PUD), initiated by EBS Property Iowa, LC. He asked for the date the notice was published and the City Clerk indicated the notice was published on September 4, 2020 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the PUD ordinance.

Mayor Gaer asked if there were any public comments.

Ben Peters, representing the applicant, stated he is available to speak if there are any questions.

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

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

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Vote 20-414: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 20-415: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

On Item 6(b) Mayor Gaer indicated this was the time and place for a public hearing to consider Amendment to City Code - Title 9 (Zoning), Chapter 6 (Commercial and Office and Industrial Zoning District) and Chapter 15 (Off Street Parking and Loading) - Allow SIC 7822 "Theatrical Producers (except Motion Picture) and Miscellaneous Theatrical Services" in the General Industrial and Light Industrial Zoning Districts, 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 September 4, 2020 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated on a vote of 6-0, with one member absent, the Plan and Zoning Commission recommended City Council approval of the ordinance amendment.

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

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

Vote 20-416: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 20-417: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

On Item 6(c) Mayor Gaer indicated this was the time and place for a public hearing to consider Oakes Annexation, generally located east of Wendover Road and north of 335th Street, and west of Grand Prairie Parkway (approximately 13.86 acres) - Voluntary Annexation, 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 September 3, 2020 in the Dallas County News and September 4, 2020 in the Des Moines Register. Mayor Gaer asked if any written comments had been received. The City Clerk stated none had been received.

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

It was moved by McKinney, second by Hudson to adopt Resolution - Approval of Voluntary Annexation.

Vote 20-418: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

On Item 6(d) Mayor Gaer indicated this was the time and place for a public hearing to consider Conveyance of Property to Thomas Stull - Portion of Vacated South 41st Street Right of Way, 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 September 17, 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 Trimble, second by Hardman to adopt Resolution - Approval of Sale and Conveyance of Property.

Vote 20-419: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

On Item 6(e) Mayor Gaer indicated this was the time and place for a public hearing to consider SE 1st Street and SE Willow Creek Drive Water Main, 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 September 11, 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 Trimble, second by McKinney to adopt Resolution - Approval of Plans and Specifications, Motion to Receive and File Report of Bids, and Resolution - Award Contract to Vanderpool Construction, Inc.

Vote 20-420: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

On Item 7(a) Maffitt Ridge Plat 2, SW Maffitt Lake Road and SW 56th Street - Replat to Change Access Easements for Five Lots on the West Side of the Plat, initiated by Maffitt Ridge, LLC

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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 20-421: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

On Item 7(b) Amendment to City Code - Title 1 (Administrative), Chapter 6 (Mayor and Council), Article B (Council), Section 2 (Meetings) - Amend Date for Adoption of Schedule of Regular City Council Meetings, initiated by the City of West Des Moines

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

Vote 20-422: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 20-423: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

On Item 7(c) Amendment to City Code - Title 6 (Motor Vehicles and Traffic), Chapter 9 (Traffic Schedules), Section 3 (Special Stops Required) - 76th Street and Pommel Place, initiated by the City of West Des Moines

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

Vote 20-424: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

The City Clerk read the preamble to the ordinance.

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

Vote 20-425: Hardman, Hudson, McKinney, Trimble...4 yes
Motion carried.

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

On Item 9 - Other Matters: none

The meeting was adjourned at 6:22 p.m.

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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: October 5, 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	10/05/2020	\$ 1,052,570.27
EFT Claims	10/05/2020	\$ 697,729.26
Control Pay	10/05/2020	\$ 270,910.27
Microsoft Escrow Checks	10/05/2020	\$ 0.00
Microsoft Escrow EFT	10/05/2020	\$ 0.00
End of Month & Off-Cycle	09/09/2020 to 10/18/2020	\$ 542,856.17

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, IA
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 10/05/2020

Type	Date	Number	Source	Payee Name	Transaction Amount
Bank Account: WB VENDOR DISB - WB Vendor Disbursement					
Check	10/05/2020	318431	Accounts Payable	A+ LAWN AND LANDSCAPE	750.00
Check	10/05/2020	318432	Accounts Payable	ABSOLUTE CONCRETE CONSTRUCTION INC	37,118.03
Check	10/05/2020	318433	Accounts Payable	ADP SCREENING & SELECTION SVCS	110.15
Check	10/05/2020	318434	Accounts Payable	ALLEN OCCUPATIONAL HEALTH SERVICES	125.00
Check	10/05/2020	318435	Accounts Payable	AMERICAN SECURITY LLC	4,385.11
Check	10/05/2020	318436	Accounts Payable	ANIXTER INC	992.35
Check	10/05/2020	318437	Accounts Payable	ASCHEMAN , PHILIP	420.00
Check	10/05/2020	318438	Accounts Payable	ASKODY INC	5,808.00
Check	10/05/2020	318439	Accounts Payable	AT&T MOBILITY	7,869.95
Check	10/05/2020	318440	Accounts Payable	BALDWIN , ANNIE	422.50
Check	10/05/2020	318441	Accounts Payable	BASICLEIGH COMMUNICATIONS LLC	8,280.00
Check	10/05/2020	318442	Accounts Payable	BEASLEY , CONSTANCE	1,500.00
Check	10/05/2020	318443	Accounts Payable	BELLER DISTRIBUTING, LLC	263.84
Check	10/05/2020	318444	Accounts Payable	BENJAMIN DESIGN COLLABORATIVE	750.00
Check	10/05/2020	318445	Accounts Payable	BLAKELY , JONATHAN	75.00
Check	10/05/2020	318446	Accounts Payable	BONNIE'S BARRICADES	595.00
Check	10/05/2020	318447	Accounts Payable	BOUND TREE MEDICAL LLC	5,788.58
Check	10/05/2020	318448	Accounts Payable	BRITTAIN & SON CONCRETE CONSTRUCTION	200.00
Check	10/05/2020	318449	Accounts Payable	BROGEAN , EDWARD	69.00
Check	10/05/2020	318450	Accounts Payable	BUELOW , LISA	230.00
Check	10/05/2020	318451	Accounts Payable	BURKE , THAI	633.75
Check	10/05/2020	318452	Accounts Payable	CAMPBELL , MEREDITH	138.00
Check	10/05/2020	318453	Accounts Payable	CELLEBRITE USA CORP	2,450.00
Check	10/05/2020	318454	Accounts Payable	CERTIFIED POWER INC	708.46
Check	10/05/2020	318455	Accounts Payable	CHAD TORSTENSON EMS MEDIC	3,000.00
Check	10/05/2020	318456	Accounts Payable	CIVIL DESIGN ADVANTAGE LLC	21,969.58
Check	10/05/2020	318457	Accounts Payable	COLE , TERRY	603.22
Check	10/05/2020	318458	Accounts Payable	CONFLUENCE INC	5,905.23
Check	10/05/2020	318459	Accounts Payable	CONFLUENCE INC	8,982.41
Check	10/05/2020	318460	Accounts Payable	COPELAND , LAMONT	50.00
Check	10/05/2020	318461	Accounts Payable	CORELL CONTRACTOR INC	25,221.08
Check	10/05/2020	318462	Accounts Payable	CTI READY MIX LLC	5,280.00

City of West Des Moines, IA
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 10/05/2020

Type	Date	Number Source	Payee Name	Transaction Amount
Check	10/05/2020	318463	DAVIS, RYAN	434.86
Check	10/05/2020	318464	DAVIS BROWN LAW FIRM	924.00
Check	10/05/2020	318465	DE LAGE LANDEN	320.00
Check	10/05/2020	318466	DENNIS SUPPLY CO	120.96
Check	10/05/2020	318467	DEPT OF PUBLIC DEFENSE	75.00
Check	10/05/2020	318468	DES MOINES WATER WORKS	911.00
Check	10/05/2020	318469	DMACC	1,272.00
Check	10/05/2020	318470	DMF GARDENS	2,498.00
Check	10/05/2020	318471	DUNCAN, DUANE	108.00
Check	10/05/2020	318472	EARL MAY SEED AND NURSERY	211.85
Check	10/05/2020	318473	EMSLRC	210.00
Check	10/05/2020	318474	FASTENAL COMPANY	40.64
Check	10/05/2020	318475	FEDEX	61.04
Check	10/05/2020	318476	FERGUSON, JULIE	138.00
Check	10/05/2020	318477	FIRE SERVICE TRAINING BUREAU	350.00
Check	10/05/2020	318478	GBA SYSTEMS INTEGRATORS LLC	13,482.50
Check	10/05/2020	318479	GENERAL TRAFFIC CONTROLS INC	57,967.00
Check	10/05/2020	318480	GILGE, DANNY	540.00
Check	10/05/2020	318481	GRAYBAR ELECTRIC CO INC	14.40
Check	10/05/2020	318482	GRIMES ASPHALT & PAVING	550.55
Check	10/05/2020	318483	GROSS CONSTRUCTION LLC	26,061.35
Check	10/05/2020	318484	HAHN, JENNIFER	6,483.00
Check	10/05/2020	318485	HAMILTON MEDICAL INC	1,142.47
Check	10/05/2020	318486	HDR ENGINEERING INC	116,865.03
Check	10/05/2020	318487	HEALEY, DR HOLLY	750.00
Check	10/05/2020	318488	HILLTOP TIRE SERVICE	555.50
Check	10/05/2020	318489	HOME DEPOT CREDIT SERVICES	57.80
Check	10/05/2020	318490	HUMMEL, RUTH	50.00
Check	10/05/2020	318491	HY VEE INC	65.79
Check	10/05/2020	318492	INCENTIVE SERVICES INC	1,110.44
Check	10/05/2020	318493	IOWA DEPARTMENT OF TRANSPORTATION	19.92
Check	10/05/2020	318494	IOWA LAW ENFORCEMENT ACADEMY	19,950.00
Check	10/05/2020	318495	IOWA PARKS & RECREATION ASSOCIATION	60.00
Check	10/05/2020	318496	JACOBSEN AUTO BODY	3,585.79

City of West Des Moines, IA
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 10/05/2020

Type	Date	Number Source	Payee Name	Transaction Amount
Check	10/05/2020	318497	JOHN HEMRY LLC	4,100.00
Check	10/05/2020	318498	JOHNSON CONTROLS LP- IL	668.32
Check	10/05/2020	318499	KLAHN , RICHARD	138.00
Check	10/05/2020	318500	KLOCKE'S EMERGENCY VEHICLES	114.30
Check	10/05/2020	318501	LACINA , WENDY	115.00
Check	10/05/2020	318502	LANGUAGE LINE SERVICES	909.61
Check	10/05/2020	318503	LEGAL COURIERS OF IOWA	180.00
Check	10/05/2020	318504	LIGHT THIS PRODUCTIONS LLC	850.00
Check	10/05/2020	318505	LOGOED APPAREL & PROMOTIONS	262.36
Check	10/05/2020	318506	LOMBARD , KINSEY	69.00
Check	10/05/2020	318507	LOWE'S HOME CENTER INC	4,015.32
Check	10/05/2020	318508	M&M COMMERCIAL CLEANING	3,460.00
Check	10/05/2020	318509	MARTIN'S FLAG COMPANY LLC	42.00
Check	10/05/2020	318510	MEDIACOM	9.79
Check	10/05/2020	318511	MERRITT COMPANY INC	3,045.00
Check	10/05/2020	318512	METRE LLC	3,725.00
Check	10/05/2020	318513	MID COUNTRY MACHINERY INC	1,688.20
Check	10/05/2020	318514	MINTURN INC	180,707.75
Check	10/05/2020	318515	MOTOROLA	15,544.24
Check	10/05/2020	318516	MTI DISTRIBUTING, INC.	3,206.33
Check	10/05/2020	318517	NINTH BRAIN SUITE LLC	866.00
Check	10/05/2020	318518	NORTH AMERICAN RESCUE LLC	45.73
Check	10/05/2020	318519	OCCUPATIONAL SAFETY CONSULTANTS	2,275.00
Check	10/05/2020	318520	OSIS INC	675.00
Check	10/05/2020	318521	PALMER GROUP	1,508.80
Check	10/05/2020	318522	PATEL , VIMAL	75.00
Check	10/05/2020	318523	PEAK DISTRIBUTING	263.50
Check	10/05/2020	318524	PERFICUT COMPANIES INC	2,303.87
Check	10/05/2020	318525	PLAY-PRO RECREATION	1,901.25
Check	10/05/2020	318526	PMA ASSET MANAGEMENT LLC	4,748.07
Check	10/05/2020	318527	POLK COUNTY RECORDER	32.00
Check	10/05/2020	318528	PRICE INDUSTRIAL ELECTRIC INC	37,044.65
Check	10/05/2020	318529	PUNJGOTTI , VISHAL	168.75
Check	10/05/2020	318530	Q3 CONTRACTING INC	34,798.79

City of West Des Moines, IA
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 10/05/2020

Type	Date	Number Source	Payee Name	Transaction Amount
Check	10/05/2020	318531	Accounts Payable	81.00
Check	10/05/2020	318532	RASMUSSEN , MATT	10,476.79
Check	10/05/2020	318533	RAY O'HERRON CO INC	4,525.00
Check	10/05/2020	318534	RHYTHM ENGINEERING, LLC	0.80
Check	10/05/2020	318535	RICHARD PIGOTT & PATRICIA PIGOTT IRREVOCABLE TRUST	13,038.33
Check	10/05/2020	318536	ROBERT HALF TECHNOLOGY	2,826.25
Check	10/05/2020	318537	ROGNES CORPORATION	175.00
Check	10/05/2020	318538	ROY'S TOWING AND RECOVERY	750.00
Check	10/05/2020	318539	SADLER , DEREK	105.00
Check	10/05/2020	318540	SHEELS ALL SPORTS INC	13,659.79
Check	10/05/2020	318541	SEH INC	103.06
Check	10/05/2020	318542	SEWER EQUIPMENT COMPANY OF AMERICA	50.00
Check	10/05/2020	318543	SHONING , DEB	810.00
Check	10/05/2020	318544	SISTER CITIES INTERNATIONAL	170.00
Check	10/05/2020	318545	SKOLD DOOR & FLOOR CO	22.00
Check	10/05/2020	318546	SOUTHWEST POLK WATER SERVICE INC	5,583.00
Check	10/05/2020	318547	STERLING CODIFIERS- AMERICAN LEGAL PUBLISHING CORP	60,700.37
Check	10/05/2020	318548	STIVERS FORD	132.82
Check	10/05/2020	318549	STRYKER SALES CORPORATION	1,952.25
Check	10/05/2020	318550	SYMBOL ARTS	1,617.59
Check	10/05/2020	318551	SYMMETRY ENERGY SOLUTIONS LLC	13,292.00
Check	10/05/2020	318552	TEKSYSTEMS INC	85,382.68
Check	10/05/2020	318553	THE CONCRETE COMPANY INC	450.00
Check	10/05/2020	318554	THE GRAVEDIGGER LLC	438.71
Check	10/05/2020	318555	THORESON , MATTHEW	154.04
Check	10/05/2020	318556	TRIZETTO PROVIDER SOLUTIONS	166.42
Check	10/05/2020	318557	TRUE VALUE & V&S VARIETY STORE	11.63
Check	10/05/2020	318558	UNITED PARCEL SERVICE	204.11
Check	10/05/2020	318559	UNITYPOINT HEALTH	965.00
Check	10/05/2020	318560	US POSTAL SERVICE	275.12
Check	10/05/2020	318561	VAN WALL EQUIPMENT	75.00
Check	10/05/2020	318562	VANDEVENTER , BRIAN & SUSAN VAUDT MD , CORY	1,000.00

City of West Des Moines, IA
City Council Report
 Bank Account: WB VENDOR DISB - WB Vendor Disbursement
 Batch Date: 10/05/2020

Type	Date	Number	Source	Payee Name	Transaction Amount
Check	10/05/2020	318563	Accounts Payable	VEENSTRA & KIMM INC	1,029.00
Check	10/05/2020	318564	Accounts Payable	VERIZON WIRELESS	4,430.82
Check	10/05/2020	318565	Accounts Payable	VERTIV CORPORATION	2,883.00
Check	10/05/2020	318566	Accounts Payable	VISION SERVICE PLAN	663.03
Check	10/05/2020	318567	Accounts Payable	WARREN COUNTY AUDITOR	53.35
Check	10/05/2020	318568	Accounts Payable	WEATHERTAP PRO	1,104.60
Check	10/05/2020	318569	Accounts Payable	WEST DES MOINES COMM SCHOOLS - FACILITIES	1,134.00
Check	10/05/2020	318570	Accounts Payable	WEX BANK	3,865.06
Check	10/05/2020	318571	Accounts Payable	WHEELLEZ INC	5,211.51
Check	10/05/2020	318572	Accounts Payable	WHITLOCK , DOUG	216.00
Check	10/05/2020	318573	Accounts Payable	WILCOX , DAN	46.00
Check	10/05/2020	318574	Accounts Payable	ZIEGLER INC	10,470.31
Check	10/05/2020	318575	Accounts Payable	ZOLL MEDICAL- NY	3,299.34
Check	10/05/2020	318576	Accounts Payable	DALLAS COUNTY TREASURER	55.00
Check	10/05/2020	318577	Accounts Payable	LYNCH , CHRISTINE	19,195.00
Check	10/05/2020	318578	Accounts Payable	WILSON , DEANNA	485.00
Check	10/05/2020	318579	Accounts Payable	USAA	755.00
Check	10/05/2020	318580	Accounts Payable	CENTURYLINK	13,512.94
Check	10/05/2020	318581	Accounts Payable	IOWA DEPARTMENT OF PUBLIC HEALTH	250.00
Check	10/05/2020	318582	Accounts Payable	MIDAMERICAN ENERGY	79.58
Check	10/05/2020	318583	Accounts Payable	MIDAMERICAN ENERGY	6,289.18
Check	10/05/2020	318584	Accounts Payable	MIDAMERICAN ENERGY	38,124.69
Check	10/05/2020	318585	Accounts Payable	MIDAMERICAN ENERGY	196.96
Check	10/05/2020	318586	Accounts Payable	MIDAMERICAN- DM-WDM TL	43.00
Check	10/05/2020	318587	Accounts Payable	MIDAMERICAN- DM-WDM TL	35.00
Check	10/05/2020	318588	Accounts Payable	MIDAMERICAN-CLIVE-WDM TL	629.96
Check	10/05/2020	318589	Accounts Payable	MIDAMERICAN-WDM-WAUKEE TL	156.30
Check	10/05/2020	318590	Accounts Payable	MIDAMERICAN-WDM-WAUKEE TL	65.12
Check	10/05/2020	318591	Accounts Payable	NAEMT PHTLS	1,776.00
Check	10/05/2020	318592	Accounts Payable	POLK COUNTY RECORDER	4.00
Check	10/05/2020	318593	Accounts Payable	SECRETARY OF STATE	30.00
Check	10/05/2020	318594	Accounts Payable	POLK COUNTY TREASURER	150.00
EFT	10/05/2020	5016	Accounts Payable	A TECH INC	210.00
EFT	10/05/2020	5017	Accounts Payable	ABC ELECTRICAL SERVICES LLC	409.50

City of West Des Moines, IA
City Council Report
Bank Account: WB VENDOR DISB - WB Vendor Disbursement
Batch Date: 10/05/2020

Type	Date	Number	Source	Payee Name	Transaction Amount
EFT	10/05/2020	5018	Accounts Payable	ALL CITY MANAGEMENT SERVICES INC	5,945.98
EFT	10/05/2020	5019	Accounts Payable	ALLIANCE CONSTRUCTION GROUP LLC	36,992.79
EFT	10/05/2020	5020	Accounts Payable	ARMOR UP AMERICA	816.00
EFT	10/05/2020	5021	Accounts Payable	ARNOLD MOTOR SUPPLY LLP	1,609.60
EFT	10/05/2020	5022	Accounts Payable	BAUER BUILT	443.28
EFT	10/05/2020	5023	Accounts Payable	BELL , TOMMY	500.00
EFT	10/05/2020	5024	Accounts Payable	BROWNELLS INC	270.11
EFT	10/05/2020	5025	Accounts Payable	CALIPER CORPORATION	1,500.00
EFT	10/05/2020	5026	Accounts Payable	DELATIITS LLC	5,230.86
EFT	10/05/2020	5027	Accounts Payable	DES MOINES ASPHALT & PAVING	303,839.54
EFT	10/05/2020	5028	Accounts Payable	DTN LLC	805.00
EFT	10/05/2020	5029	Accounts Payable	EXGEL MECHANICAL INC	12,164.22
EFT	10/05/2020	5030	Accounts Payable	FOTH INFRASTRUCTURE & ENVIRONMENT LLC	14,878.50
EFT	10/05/2020	5031	Accounts Payable	IOWA COMMUNITIES ASSURANCE POOL	771.00
EFT	10/05/2020	5032	Accounts Payable	IOWA INTERSTATE RAILROAD LTD	369.60
EFT	10/05/2020	5033	Accounts Payable	ISG	82,857.25
EFT	10/05/2020	5034	Accounts Payable	KECK ENERGY	24,549.72
EFT	10/05/2020	5035	Accounts Payable	KELTEK INC	756.54
EFT	10/05/2020	5036	Accounts Payable	KIRKHAM MICHAEL & ASSOC	3,640.00
EFT	10/05/2020	5037	Accounts Payable	LAIDLAW JR , WILLIAM	304.01
EFT	10/05/2020	5038	Accounts Payable	LINKTEK CORPORATION	9,538.00
EFT	10/05/2020	5039	Accounts Payable	MCANINCH CORPORATION	77,382.66
EFT	10/05/2020	5040	Accounts Payable	MCCUBBIN , COURTNEY	177.00
EFT	10/05/2020	5041	Accounts Payable	McKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC	3,108.89
EFT	10/05/2020	5042	Accounts Payable	MIDWEST WHEEL	67.45
EFT	10/05/2020	5043	Accounts Payable	ONENECK IT SOLUTIONS LLC	94,292.62
EFT	10/05/2020	5044	Accounts Payable	SHIVE-HATTERY INC	12,691.50
EFT	10/05/2020	5045	Accounts Payable	SLIFKA , KYLE	1,482.00
EFT	10/05/2020	5046	Accounts Payable	UPS STORE	46.64
EFT	10/05/2020	5047	Accounts Payable	WATSON , JAMES	79.00
WB VENDOR DISB WB Vendor Disbursement Totals:					\$1,750,299.53

Checks: 164 \$1,052,570.27 Transactions: 196

City of West Des Moines, IA

City Council Report

Bank Account: WB VENDOR DISB - WB Vendor Disbursement

Batch Date: 10/05/2020

Type	Date	Number Source	Payee Name	Transaction Amount
EFTs:		32		\$697,729.26

City of West Des Moines, IA
City Council Report
 Bank Account: WB CONTROLPAY - WB ControlPay
 Batch Date: 10/05/2020

Type	Date	Number Source	Payee Name	Transaction Amount
Bank Account: WB CONTROLPAY - WB ControlPay				
EFT	10/05/2020	5602 Accounts Payable	ARAMARK UNIFORM SERVICES	2,019.76
EFT	10/05/2020	5603 Accounts Payable	CAPITAL SANITARY SUPPLY CO INC	2,585.12
EFT	10/05/2020	5604 Accounts Payable	CARTEGRAPH SYSTEMS INC	78,550.00
EFT	10/05/2020	5605 Accounts Payable	CLIVE POWER EQUIPMENT	164.87
EFT	10/05/2020	5606 Accounts Payable	ELECTRONIC ENGINEERING	18.00
EFT	10/05/2020	5607 Accounts Payable	FELD FIRE	335.40
EFT	10/05/2020	5608 Accounts Payable	GALLS LLC	544.63
EFT	10/05/2020	5609 Accounts Payable	HEALTH CARE LOGISTICS INC	467.88
EFT	10/05/2020	5610 Accounts Payable	HOTSY CLEANING SYSTEMS INC	469.29
EFT	10/05/2020	5611 Accounts Payable	INTERNATIONAL CODE COUNCIL	646.83
EFT	10/05/2020	5612 Accounts Payable	INTERSTATE POWER SYSTEMS	1,507.24
EFT	10/05/2020	5613 Accounts Payable	IRON MOUNTAIN	233.51
EFT	10/05/2020	5614 Accounts Payable	LOCUTION SYSTEMS INC	16,092.00
EFT	10/05/2020	5615 Accounts Payable	LOGAN CONTRACTORS SUPPLY INC	1,552.03
EFT	10/05/2020	5616 Accounts Payable	MENARDS- CLIVE	294.17
EFT	10/05/2020	5617 Accounts Payable	METRO WASTE AUTHORITY	133,686.65
EFT	10/05/2020	5618 Accounts Payable	MUNICIPAL SUPPLY INC	60.00
EFT	10/05/2020	5619 Accounts Payable	O'REILLY AUTOMOTIVE INC	187.55
EFT	10/05/2020	5620 Accounts Payable	PRAXAIR	4,151.70
EFT	10/05/2020	5621 Accounts Payable	REAMS SPRINKLER SUPPLY	161.85
EFT	10/05/2020	5622 Accounts Payable	SMITH'S SEWER SERVICE INC	1,712.00
EFT	10/05/2020	5623 Accounts Payable	SNYDER & ASSOCIATES	100.00
EFT	10/05/2020	5624 Accounts Payable	SPECIALTY GRAPHICS INC	446.31
EFT	10/05/2020	5625 Accounts Payable	STIVERS FORD (CONTROL PAY)	2,537.32
EFT	10/05/2020	5626 Accounts Payable	TEAM SERVICES	8,022.19
EFT	10/05/2020	5627 Accounts Payable	VAISALA INC	990.00
EFT	10/05/2020	5628 Accounts Payable	VERMEER SALES AND SERVICE INC	7,491.39
EFT	10/05/2020	5629 Accounts Payable	ZOLL DATA- CO	5,882.58
WB CONTROLPAY WB ControlPay Totals:				\$270,910.27

Transactions: 28

EFTs: 28 \$270,910.27

Payment Register

From Payment Date: 09/09/2020 - To Payment Date: 10/18/2020

Number	Date	Payee Name	Transaction Amount
48	10/01/2020	WEST BANK	\$11,416.71
221	09/30/2020	ISOLVED BENEFIT SERVICES	\$5,056.66
222	09/30/2020	ISOLVED BENEFIT SERVICES	\$8,224.85
5011	09/30/2020	IOWA INSURANCE DIVISION	\$110.00
5012	09/30/2020	DELTA DENTAL OF IOWA	\$6,450.14
5013	09/30/2020	DELTA DENTAL OF IOWA	\$11,709.10
5014	09/30/2020	WELLMARK BLUE CROSS	\$95,976.58
5015	09/30/2020	WELLMARK BLUE CROSS	\$119,057.38
12458	09/30/2020	DESERTCREST OK LLC	\$3,812.65
12459	09/30/2020	WEST DES MOINES WATER WORKS	\$885.05
12460	09/30/2020	FORGET PROPERTIES 3 LLC	\$700.00
12461	09/30/2020	SWIFT PROPERTIES LLC	\$716.00
12462	09/30/2020	LIBERTAD DES MOINES LLC	\$388.00
12463	09/30/2020	CHAPEL RIDGE WEST LP	\$689.00
12464	09/30/2020	MP PROPERTY MANAGEMENT LLC	\$560.00
12465	09/30/2020	MEDIACOM	\$135.94
12466	09/30/2020	WOODLAND WEST APARTMENTS	\$760.00
12467	09/30/2020	CITY OF CLIVE	\$100.52
12468	09/30/2020	IOWA EASTVIEW LLC	\$380.00
12469	09/30/2020	TOP SHELF PROPERTY MANAGEMENT	\$650.00
12470	09/30/2020	SWIFT PROPERTIES LLC	\$628.00
12471	09/30/2020	CHAPEL RIDGE WEST II	\$760.00
12472	09/30/2020	IOWA URBAN ROCK	\$550.00
12473	09/30/2020	MARK GERALD NELSON LLC	\$40.00
12474	09/30/2020	WELCH, RICHARD	\$2,800.00
12475	09/30/2020	MIDAMERICAN ENERGY	\$127.30
12476	09/30/2020	MIDAMERICAN ENERGY	\$186.85
12477	09/30/2020	WEST DES MOINES WATER WORKS	\$250.00
12478	09/30/2020	CASCADES AT JORDAN CREEK	\$1,624.38
12479	09/30/2020	SM SIGNATURE PLACE LLC	\$2,388.55
12480	09/30/2020	HUBBELL REALTY	\$1,139.11
318428	09/24/2020	INSURANCE STRATEGIES CONSULTING LLC	\$975.00
318430	09/30/2020	JUNCTION HOUSE 329 LLC	\$263,608.40
			\$542,856.17

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

ITEM: Approval of Liquor Licenses

DATE: October 5, 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. Costco Wholesale Corporation d/b/a Costco Wholesale #788, 7205 Mills Civic Parkway - Class LE Liquor License with Carryout Wine, Carryout Beer, and Sunday Sales - Renewal
2. Des Moines Golf and Country Club d/b/a Des Moines Golf and Country Club, 1600 Jordan Creek Parkway - Class LC Liquor License with Carryout Wine, Sunday Sales, and Outdoor Service Privileges - Renewal
3. Frank's Divine Pie 8950 d/b/a El Guapo's Tequila + Taco, 8950 University Avenue, Suite 105 - Class LC Liquor License with Sunday Sales and Outdoor Service - Renewal
4. Frank's Divine Pie 2800, LLC d/b/a Gusto Pizza Company, 2800 University Avenue, Suite 400 - Class BW Permit with Sunday Sales and Outdoor Service Privileges - Renewal
5. Kiss My Grits, LLC, d/b/a The Irish, 560 South Prairie View Drive - Class LC Liquor License with Sunday Sales and Outdoor Services - Renewal
6. Jethro's and Jaspers, Inc. d/b/a Jethro's Jambalaya, 9350 University Avenue - Class LC Liquor License with Sunday Sales, Outdoor Service, and Catering Privileges - Renewal
7. Kum & Go, LC, d/b/a Kum & Go #532, 5901 Mills Civic Parkway, Building 2000 - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
8. Kum & Go, LC, d/b/a Kum & Go #1097, 220 50th Street - Class LE Liquor License with Carryout Beer, Carryout Wine, and Sunday Sales - Renewal
9. Mac Shack, LLC d/b/a Mac Shack, 1551 Valley West Drive, Suite 253 - Class LC Liquor License with Sunday Sales - Renewal
10. InterMountain Management, LLC d/b/a TownePlace Suites, 125 South 68th Street - Class LB Liquor License with 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 

STAFF REVIEWS

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

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

DATE: October 5, 2020

ITEM:

Motion - Approval to Sell Surplus City Equipment

FINANCIAL IMPACT:

Approximate revenue to the General Fund of \$20,000.00.

BACKGROUND:

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

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

APPROXIMATE VALUE \$20,000.00

1	1992 Emergency One Fire Ladder - Unit 685 – VIN 46IDBBA85M1003461
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RECOMMENDATION:

City Council Approve:

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

Lead Staff Member: Rian Rasmussen, Fleet Manager

Department Director	Bret Hodne, Public Services Director
Appropriations/Finance	Tim Stiles, Finance Director <i>TS</i>
Legal	
Agenda Acceptance	<i>RR</i>

PUBLICATION(S) (if applicable)		SUBCOMMITTEE REVIEW (if applicable)		
Published In		Committee	Public Services Council	
Dates(s) Published		Date Reviewed	September 28, 2020	
		Recommendation	Yes	No
				Split

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

DATE: October 5, 2020

ITEM:

Approve Purchase Traffic Operations Center Equipment
West Public Services Facility

FINANCIAL IMPACT:

The quotation associated with the traffic video monitoring equipment for the Traffic Operations Center in the new Public Services Facility is \$153,977.77. All costs for these services are budgeted and can be paid from account no. 500.000.000.5250.490 (project 0741 001.0510.027 2017.Equipment) and account no. 500.000.000.5400.740.

BACKGROUND:

The Traffic Operations Center for West Des Moines will be moving from the existing Public Services Facility to the new Public Services Facility. In conjunction with that move the traffic video monitoring equipment will be upgraded to provide improved capabilities. The new equipment will have a six-monitor arrangement on one wall of the Traffic Operations Center where any combination of our 118 existing traffic cameras can be displayed. The Traffic Operations Center will have three workstations and any of the three stations can place camera displays on the monitors.

City Staff has determined that a video system manufactured by Barco and distributed by AVI Systems of Urbandale will best serve the needs of the City of West Des Moines Traffic Operations Center.

RECOMMENDATION:

- Approving purchase equipment for the Traffic Operations Center at the West Public Services Facility

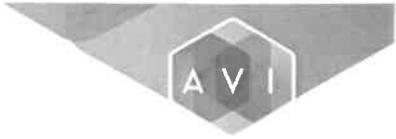
Lead Staff Member: Jim Dickinson, P.E.



STAFF REVIEWS

Department Director	Bret Hodne	<i>RBH</i>
Appropriations/Finance		<i>T.S.</i>
Legal		
Agenda Acceptance		<i>JF</i>

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



Retail Sales Agreement

AVI Systems Inc., 3001 104th St Urbandale, IA, 50322-3830 | Phone: (515)254-9850, Fax: (515)254-9981

Proposal Number: 1021795
Prepared For: West Des Moines, City of
Attn: Jim Dickinson

Proposal Date: September 28, 2020
City of West Des Moines - Traffic Center Video
Wall

Prepared By: Les Hofland
Phone: (515)323-7302
Email: les.hofland@avisystems.com

BILL TO

Attn: Jim Dickinson
West Des Moines, City of
250 Mills Civic Parkway
West Des Moines, IA, 50265
Phone: (515)222-3619
Email: jim.dickinson@wdm.iowa.gov
Customer Number: 14356

SITE

Attn: Jim Dickinson
West Public Services Facility
8850 Grand Avenue
West Des Moines, IA, 50265
Phone: (515)222-3480
Email: jim.dickinson@wdm.iowa.gov

PRODUCTS AND SERVICES SUMMARY

Equipment	\$102,083.00
Integration	\$41,143.77
PRO Support	\$9,126.00
Shipping & Handling	\$1,625.00
Grand Total	\$153,977.77

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ACH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 0 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of the Pictometry International Corp Agreement

DATE: October 5, 2020

FINANCIAL IMPACT: The City is authorizing the expenditure of \$17,200 to come out of account 100.250.700.5250.403 within the current fiscal year and next fiscal year beginning on July 1, 2021 for a total of \$34,400. Budgeted funds are available for this purchase.

BACKGROUND: Polk County annually acquires digital aerial imagery for the county. The other counties within the City acquires aerial imagery from two to five years. On occasion, the city acquires aerial imagery when the aerial imagery cycles will leave the city with older aerial imagery. The City would like to acquire aerial imagery for the Dallas, Madison and Warren county portions within the city in particular the new Veterans Pkwy area. Aerial imagery is used for various needs across departments including Public Safety, Engineering, Development Services, Public Services and Parks & Recreation.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approval of payment to Pictometry International Corp.

Lead Staff Member: Lawrence Hartpence, GIS Analyst

LH

STAFF REVIEWS

Department Director	Joe Menke, IT Director
Appropriations/Finance	Tim Stiles <i>T.S./C.H</i>
Legal	Greta Truman
Agenda Acceptance	Ryan Jacobson <i>RJ</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
 CITY OF WEST DES MOINES, IA (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms
 Section B: License Terms:
 • Delivered Content Terms and Conditions of Use
 Section C: Non-Standard Terms and Conditions
 Appendix 1: Photogrammetric Product Specifications

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Photogrammetric Product Specifications; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
4200 Mills Civic Pkwy.	25 Methodist Hill Drive
West Des Moines, IA 50266	Rochester, NY 14623
Attn: Lawrence Hartpence, GIS Analyst	Attn: General Counsel
Phone: (515) 273-0620 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription

payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

- In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
CITY OF WEST DES MOINES, IA	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp. 25
 Methodist Hill Drive Rochester, NY
 14623

ORDER#
 CI6616264

BILL TO
City of West Des Moines, IA
Lawrence Hartpence, GIS Analyst
4200 Mills Civic Pkwy.
West Des Moines, IA 50266
(515) 273-0620
lawrence.hartpence@wdm.iowa.gov

SHIP TO
City of West Des Moines, IA
Lawrence Hartpence, GIS Analyst
4200 Mills Civic Pkwy.
West Des Moines, IA 50266
(515) 273-0620
lawrence.hartpence@wdm.iowa.gov

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (9 /4)	AMOUNT
86	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions Delivered Content Terms and Conditions of Use	\$400.00		\$34,400.00

Thank you for choosing Pictometry as your service provider.

TOTAL \$34,400.00

¹Amount per product= ((1-Discount%)* Qty* List Price)

The following are modifications to the standard product specifications for products listed above:

- The imagery to be delivered in the State Plane, 1983, Iowa South Zone (FIPS: 1402), NAD83, US Feet coordinate system.

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes are provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Shipment of Imagery	\$17,200.00
Due at First Anniversary of Shipment of Imagery	\$17,200.00
Total Payments	\$34,400.00

**PRODUCT PARAMETERS
 IMAGERY**

Leaf **Product:** **Reveal Essentials+ Property**
 Leaf Off: Less than 30% leaf cover

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g. lakes, ponds, rivers, etc.)

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS". PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data- General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

Notwithstanding anything to the contrary set forth elsewhere in this Agreement, the following Non-standard Terms and Conditions supersede all other terms and conditions in this Agreement:

1. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Iowa, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Iowa in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
2. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, Customer is granted nonexclusive, transferrable ownership of the Delivered Content, without restrictions.
3. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, Customer may reproduce, redistribute, and provide access to the Delivered Content to any third party, without restrictions.
4. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, Customer may make derivative works, without restrictions.
5. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, Aerial photography shall be undertaken only when well-defined images can be obtained. Photography shall not be attempted when the ground is obscured by haze, snow, foliage, flooding conditions or when clouds or cloud shadows would appear on more than five (5) percent of the area. At the time of year during which aerial photographs must be taken, shadows caused by topographic relief and low sun angle shall be avoided whenever possible. Aerial photography shall not be undertaken when the angle is less than thirty (30) degrees above the horizon or between 10:00 a.m. and 2:00 p.m. Central Standard Time.
6. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, upon receipt of the Delivered Content, Customer shall have thirty (30) days to review and assess the Delivered Content. If Customer determines it is unable to use the Delivered Content for the general purposes intended, Pictometry will use commercially reasonable efforts to make the Delivered Content usable for the general purposes intended. If Pictometry is not able to make the Delivered Content usable to the reasonable satisfaction of the Customer, the Customer shall immediately cease use of the Delivered Content, purge the images from all Customer computers and return the Delivered Content to Pictometry. Upon return of the non-usable content, Pictometry will refund all funds paid by the Customer to the Pictometry within thirty (30) days.
7. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, each Party acknowledges and agrees that it is entering into this Agreement and committing to perform its respective obligations with an awareness of the effects of the COVID-19 outbreak, as of the Effective Date, the continuation of which the Parties agree will not be deemed a Force Majeure Event absent changes in circumstances or occurrence of events beyond the Parties' reasonable control which would independently meet the definition of a Force Majeure Event.
8. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, Pictometry understands the Customer is a municipal corporation and subject to Iowa's Open Record Statute (Iowa Code Chapter 22). Pictometry understands and agrees that Delivered Content may be disclosed to the public.
9. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, with respect to any claims that Pictometry may have or assert against Customer on any matter relating to this Agreement or any matter related to the Delivered Content, the total liability of Customer shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
10. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, Customer shall not be obligated to pay Pictometry any costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.
11. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, Customer is required to make reasonable efforts to (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after Customer learns of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
12. The Customer does not discriminate against any person on the basis of age, race, religion, creed, color, sex, sexual orientation, veteran status, gender identity, national origin, or disability. Pictometry will not discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, disability or veteran status and to include a similar non-discrimination provision in all agreements associated with this procurement.
13. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, neither Pictometry nor Customer shall assign its rights or obligations under this Agreement without the prior consent of the other party except that Pictometry shall have the right to assign all its rights under this Agreement in connection with a merger, acquisition or sale of all or substantially all of its assets.
14. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, Pictometry shall hold harmless, indemnify and defend the Customer and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character both to person and property, arising out of, related to or connected to this Agreement or by reasons of the Pictometry's negligence in performance under this Agreement.

This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursements incurred by or assessed to Customer, its officials, employees, agents, contractors and assigns. Pictometry shall provide Customer with prompt notice of any such claim, demand, or action so that the Customer may, at its sole option, defend or settle such claim, demand, or action.

Pictometry understands and agrees that it shall have no right of coverage under any existing or future insurance policies owned by the City. The Contractor also acknowledges that the City has no responsibility for any damage caused to the Contractor's property by any source.

This Indemnification and Hold Harmless provision is effective upon execution and shall be of indefinite duration and shall survive the termination of this Agreement.
15. Pictometry shall obtain and maintain through the term of the Agreement insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the contract, but in no event, are such terms and limits to be less than those set forth below. The limits of liability under insurance policies required by the contract shall in no-way limit the Pictometry's actual liability.

- A. **Commercial General Liability:** Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The limits can be satisfied by providing a primary policy or in combination

with an excess liability policy

Bodily Injury & Property Damage - Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury - Per Person	\$1,000,000
General Aggregate on the Above	\$2,000,000
Products & Completed Operations General Aggregate	\$2,000,000
Fire Damage Limit	\$100,000
Medical Expense Limit	\$5,000

B. Business Automobile Liability Insurance: Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following.

Bodily Injury & Property Damage – Each Accident	\$1,000,000
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C. Workers Compensation and Employers Liability: As required by any applicable law or regulation.

Part 1- Workers Compensation Benefits	Statutory
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D. Employers Liability:

Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

E. Cyber Insurance: Pictometry will maintain during the term of this Agreement a cyber insurance policy to cover damages resulting from an information security incident naming the City of West Des Moines as an Additional Insured.

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

F. Technology Errors & Omission Insurance: Pictometry will maintain during the term of this Agreement a technology errors & omissions policy to insuring the technology products being provided to the City by this contract.

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

G. Umbrella Liability: Pictometry will maintain umbrella liability insurance in excess of the general liability, automobile liability and employer’s liability insurance described above which is at least broad as all underlying policies.

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Before providing any services, Pictometry shall furnish an insurance certificate to the Customer, showing adequate insurance to be in force.

Any subcontractors utilized shall be subject to the same insurance requirements above.

[END OF NON-STANDARD TERMS AND CONDITIONS]

Product	Essentials+ Property
Ortho frame imagery	<ul style="list-style-type: none"> Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	<ul style="list-style-type: none"> Orthomosaic Resolution 2in or 3in GSD (Best Available provided) Typical Positional Horizontal Accuracy: 1m at a 95% confidence level Fully automated photogrammetric orthomosaic. Imagery may contain seamlines Project-wide color and contrast balancing
Oblique Imagery	<p>Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD:</p> <ul style="list-style-type: none"> Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	<p>Metadata:</p> <ul style="list-style-type: none"> Metadata generated that meets FGDC Standards upon request Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	<p>Resolution:</p> <ul style="list-style-type: none"> 2in or 3in GSD (Best Available Provided) <p>Access Methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	<p>Resolution:</p> <ul style="list-style-type: none"> 2in or 3in GSD (Best Available Provided) <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> Customer Selectable <p>Datum:</p> <ul style="list-style-type: none"> Customer Selectable <p>File Format:</p> <ul style="list-style-type: none"> Mosaic Tiles <ul style="list-style-type: none"> Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file Includes separate Pictometry Map Image (PMI) trailer file Project-Wide Mosaic <ul style="list-style-type: none"> Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	<p>Access methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> Best efforts to make frame imagery available online within 20 days of capture complete Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

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

ITEM: Application of Department of Justice Grant

DATE: October 5, 2020

FINANCIAL IMPACT: \$36,769 Grant Reimbursement for cost of Total Station (\$63,636)

BACKGROUND: Police and Finance jointly applied for DOJ Grant to aid in the purchase of a "Total Station." The primary use of this equipment is for traffic accident reconstruction; however, the technology can be utilized in many situations as a resource such as crime scenes or street/intersection evaluations.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approve and accept the award from the Department of Justice Office of Justice Programs.

Lead Staff Member: Police Chief Chris Scott

STAFF REVIEWS

Department Director	
Appropriations/Finance	TS
Legal	
Agenda Acceptance	92

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	9/23/20		
Recommendation	<input checked="" type="radio"/> Yes	<input type="radio"/> No	



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

June 24, 2020

Chief Chris Scott
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265-0320

Dear Chief Scott:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of West Des Moines for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$36,769. These funds are for the project entitled West Des Moines Coronavirus Emergency Response.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of West Des Moines accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Brenda Auterman, Program Manager at (202) 307-1525; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

June 24, 2020

Chief Chris Scott
City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265-0320

Dear Chief Scott:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of West Des Moines P.O. Box 65320 West Des Moines, IA 50265-0320	4. AWARD NUMBER: 2020-VD-BX-1856	
	5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022	
	6. AWARD DATE 06/24/2020	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 426005359	8. SUPPLEMENT NUMBER 00	
2b. GRANTEE DUNS NO. 618734032	9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE West Des Moines Coronavirus Emergency Response	10. AMOUNT OF THIS AWARD	\$ 36,769
	11. TOTAL AWARD	\$ 36,769

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT
GPRS

AGENCY APPROVAL	GRANTEE ACCEPTANCE
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16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Chris Scott Chief
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17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 9-10-20
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AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR X FUND CODE B BUD. ACT. VD DIV. OFC. 80 REG. SUB. 00 00 POMS AMOUNT 36769	21. VVDUGT1912
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Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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Grant**

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PROJECT NUMBER 2020-VD-BX-1856

AWARD DATE 06/24/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

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Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1856

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SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

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Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

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Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1856

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SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1856

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SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

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Department of Justice (DOJ)
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SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

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Department of Justice (DOJ)
Office of Justice Programs
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SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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Department of Justice (DOJ)
Office of Justice Programs
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PROJECT NUMBER 2020-VD-BX-1856

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SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)
- The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.
- The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
15. Determination of suitability to interact with participating minors
- SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.
- The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.
- The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.
16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events
- The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.
- Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").
17. Requirement for data on performance and effectiveness under the award
- The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
18. OJP Training Guiding Principles
- Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
- CS



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.

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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent

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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [https:// bja.gov/ Funding/ nepa.html](https://bja.gov/Funding/nepa.html), for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).

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SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

45. Missing Attachment: Disclosure of lobbying

The recipient must complete a Disclosure of Lobbying Activities (SF-LLL) form, and submit it to the grant manager for this award. Award closeout will not be possible until OJP has issued a Grant Adjustment Notice to remove this special condition.

46. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

CS



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for City of West Des Moines

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

A handwritten signature in the bottom right corner of the page.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER
2020-VD-BX-1856

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This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Brenda Auterman
(202) 307-1525

2. PROJECT DIRECTOR (Name, address & telephone number)

Chris Scott
Chief of Police
250 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265-2000
(515) 222-3301

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

West Des Moines Coronavirus Emergency Response

5. NAME & ADDRESS OF GRANTEE

City of West Des Moines
P.O. Box 65320
West Des Moines, IA 50265-0320

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 36,769

10. DATE OF AWARD

06/24/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF

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

**ITEM: Approval of Iowa DOT Title VI
Non-Discrimination Agreement and
The US Dept of Transportation (USDOT)
Standard Title VI/Non-Discrimination Assurances
DOT Order No. 1050.2A**

DATE: October 5, 2020

FINANCIAL IMPACT: None.

BACKGROUND: As a condition to receiving any federal financial assistance from the US DOT, through the Federal Highway Administration (FHWA), the Iowa DOT ensures compliance with all Title VI Non-Discrimination Assurances. The City of West Des Moines, as a sub-recipient of federal financial assistance through FHWA, we are required to, every five years, renew our Non-Discrimination Assurances and our Non-Discrimination Agreement policies with the Iowa DOT.

These policies are included in your packet for review and were received by staff as is, for approval of the West Des Moines City Council.

Additionally, while not required, West Des Moines will make Title IV Compliance notice to the general public, staff and contractors as well as updating a Title IV Accomplishments and Goals Report as well as our ADA Transition Plan, to be reviewed at a future meeting by the City Council and shared with the Iowa DOT.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Approval of the Title IV Non-Discrimination Agreement and USDOT Standard Title VI/Non-Discrimination Assurances – DOT Order No. 1050.2A

Lead Staff Member: Tom Hadden, City Manager

STAFF REVIEWS

Department Director	Tom Hadden
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>TH</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

**Title VI Non-Discrimination Agreement
Iowa Department of Transportation
and
CITY OF WEST DES MOINES, IOWA**

Agency Information

Name and title of administrative head:

Name: Steve Gaer Title: Mayor of West Des Moines

Address: 4200 Mills Civic Parkway Ste 1A

City: West Des Moines State: IA ZIP Code: 50266 County: Polk/Dallas/Warren/

Phone/FAX: 515-222-3610 Email: steve.gaer@wdm.iowa.gov

Name and title of designated Title VI coordinator:

Name: Tom Hadden, City Manager Title: Title VI Coordinator

Address: 4200 Mills Civic Parkway Ste 1A

City: West Des Moines State: IA ZIP Code: 50266 County: Polk/Dallas/Warren/

Phone/FAX: 515-222-3638 Email: tom.hadden@wdm.iowa.gov

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

Title VI Program

I. Organization and staffing

Pursuant to 23 C.F.R. § 200, City of West Des Moines, IOWA has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

II. Assurances required

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
 - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
 - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice . Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
- (a) The alleged act of discrimination.
 - (b) Date when the person(s) became aware of the alleged discrimination
 - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
- a) The complainant's name and address, or other means by which the complainant may be contacted.
 - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
 - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
 - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
 - e) Apparent merit of the complaint.
 - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation
Office of Employee Services – Civil Rights
800 Lincoln Way
Ames, Iowa 50010
515-239-1422
515-817-6502 (fax)
dot.civilrights@iowadot.us

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
 - a) Acknowledges receipt of the discrimination complaint.
 - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 - c) Contains a list of each issue raised in the discrimination complaint.
 - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.

6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
 - a) Name, address and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin, gender).
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the LPA.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or federal) where the complaint has been filed.
 - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.

7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
 - a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
 - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
 - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
 - a) The fact that the discrimination complaint has been filed.
 - b) The identity of the complainant(s).
 - c) The identity of individual respondents to the allegations.
 - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
 - a) The name and address of the complainant.
 - b) Basis of discrimination complaint.
 - c) Description of complaint.
 - d) Date filed.
 - e) Disposition and date.
 - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

V. Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

IOWA DEPARTMENT OF TRANSPORTATION

CITY OF WEST DES MOINES, IOWA

Signature

Tonnette R. Harris Bureau Director of Civil Rights, IA DC

Printed Name and Title

Date

Signature

Printed Name and Title

Date

Title VI Non-discrimination Policy Statement

The CITY OF WEST DES MOINES, IOWA, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's _____, Iowa _____, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

Signature

Printed Name and Title

Date

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The CITY OF WEST DES MOINES (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The CITY OF WEST DES MOINES, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the CITY OF WEST DES MOINES will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the CITY OF WEST DES MOINES all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto CITY OF WEST DES MOINES and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the CITY OF WEST DES MOINES, its successors and assigns.

The CITY OF WEST DES MOINES, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the CITY OF WEST DES MOINES will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the CITY OF WEST DES MOINES pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, CITY OF WEST DES MOINES will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the CITY OF WEST DES MOINES will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the CITY OF WEST DES MOINES and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by CITY OF WEST DES MOINES pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, CITY OF WEST DES MOINES will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, CITY OF WEST DES MOINES will there upon revert to and vest in and become the absolute property of CITY OF WEST DES MOINES and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

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

DATE: October 5, 2020

ITEM:

Motion – Approving Change Order #2
MidAmerican Energy RecPlex – Ice Refrigeration

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$2,221,767.00	January 16, 2020	
Change Order #1	\$240,000.00	June 15, 2020	Dehumidification Equipment
Change Order #2	\$27,480.00	Pending	Sump pit & drain tile
Total	\$2,489,247.00		

Costs for these change order items will be paid from account no. 692.400.700.5250.490 with the ultimate funding proposed from General Obligation bonds backed by Local Option Sales Taxes.

BACKGROUND:

The project consists of the turn-key double ice-skating rink refrigeration system for two (2) National Hockey League (NHL) size concrete refrigerated floors at the MidAmerican Energy RecPlex. This phase of the project was substantially complete by August 30, 2020.

Foundations for the pre-engineered metal building are complete. Erection of the pre-engineered metal building is nearly complete. General construction of the building is currently in progress. Additional site improvements (access drives, parking lots, shared use path, sidewalk, landscaping, site lighting, etc.) are also currently in progress. It is anticipated that the MidAmerican Energy RecPlex will be open in early 2021.

Change order #2 adds a sump pit and drain tile below the primary refrigeration lines to protect the insulation and pipe from being damaged by groundwater.

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 MidAmerican Energy RecPlex – Ice Refrigeration.

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			
Date Reviewed			
Recommendation	Yes	No	Split



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Change Order

PROJECT: *(Name and address)*
MidAmerican RecPlex BP5a
Ice Refrigeration

CONTRACT INFORMATION:
Contract For: General Construction
Date: ~~January 6, 2020~~ January 16, 2020

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: September 21, 2020

OWNER: *(Name and address)*
City of West Des Moines
4200 Mills Civic Parkway, Suite 2E
West Des Moines, Iowa 50265

ARCHITECT: *(Name and address)*
Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

CONTRACTOR: *(Name and address)*
Rink-Tec International, Inc.
3485 Willow Lake Blvd., Suite 500
Vadnais Heights, Minnesota
55110

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Addition to Contract to Install In-Ground Sump Tank System & Drainage Tile: \$27,480.00

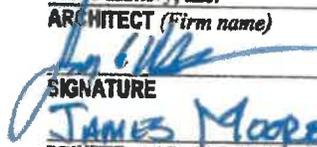
Total: \$27,480.00

The original Contract Sum was	\$ 2,221,767.00
The net change by previously authorized Change Orders	\$ 240,000.00
The Contract Sum prior to this Change Order was	\$ 2,461,767.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 27,480.00
The new Contract Sum including this Change Order will be	\$ 2,489,247.00
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be the same.	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

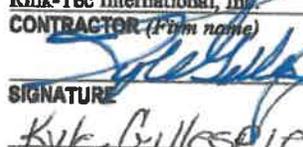
Shive-Hattery, Inc.
ARCHITECT *(Firm name)*


SIGNATURE

JAMES MOORE, PM
PRINTED NAME AND TITLE

9/17/20
DATE

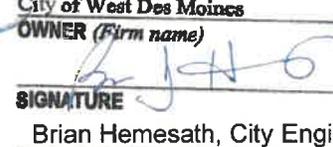
Rink-Tec International, Inc.
CONTRACTOR *(Firm name)*


SIGNATURE

Kirk Gillespie
PRINTED NAME AND TITLE

Sept 17, 2020
DATE

City of West Des Moines
OWNER *(Firm name)*

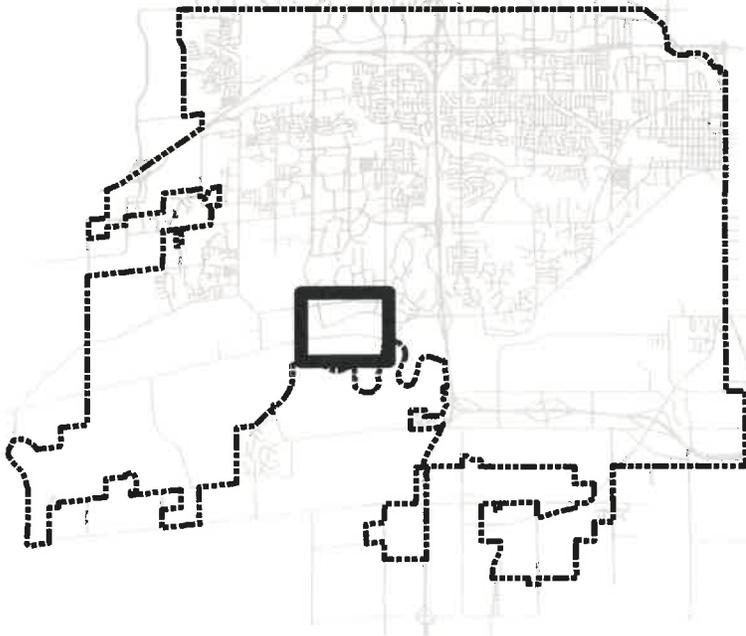

SIGNATURE

Brian Hemesath, City Engineer
PRINTED NAME AND TITLE

09/21/2020
DATE



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

MidAmerican Energy RecPlex

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 1/18/2019

PROJECT NUMBER/NAME: 0510-055-2018

SHT. 1 of 1

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

DATE: October 5, 2020

ITEM:

Motion – Approving Change Order #5
MidAmerican Energy RecPlex – General Construction

FINANCIAL IMPACT:

Contract Summary:

Description	Amount	Date Approved	Remarks
Construction Contract	\$16,900,000.00	April 6, 2020	
Change Order #1	\$28,932.51	July 6, 2020	Structural revs & excavation
Change Order #2	\$192,472.51	August 3, 2020	Design modifications
Change Order #3	\$97,803.33	August 17, 2020	Design modifications
Change Order #4	\$340,154.86	September 8, 2020	Design modifications
Change Order #5	\$488,728.46	Pending	Miscellaneous
Total	\$18,048,091.67		

Costs for these change order items will be paid from account no. 692.400.700.5250.490 with the ultimate funding proposed from General Obligation Bonds backed by Local Option Sales Taxes.

BACKGROUND:

The project consists of the General Construction of the MidAmerican Energy RecPlex including mechanical, electrical, plumbing, and fire protection. This phase of the project is anticipated to be completed by November 13, 2020. Foundations for the pre-engineered metal building are complete. Erection of the pre-engineered metal building is nearly complete. General construction of the building is currently in progress. Additional site improvements (access drives, parking lots, shared use path, sidewalk, landscaping, site lighting, etc.) are also currently in progress. It is anticipated that the MidAmerican Energy RecPlex will be open in early 2021.

Change order #5 includes the addition of a generator and associated transfer equipment to provide emergency power to security and access control systems, various masonry changes for exterior openings, modification to aluminum door style to eliminate door hardware conflicts, additional foundation for expansion of tenant space, revised door in concession area for operational safety, additional commissioning agent duties, and revised door hardware throughout building to accommodate access control systems.

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 #5 for MidAmerican Energy RecPlex – General Construction.

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	AP

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



CITY OF WEST DES MOINES

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
 Owner's Rep X

Contractor: **ATO Building, LLC**
201 S 84th Street
Lincoln, NE 68510

Project Title	MidAmerican Energy Company RecPlex General Construction	
WDM Project File Number	0510-055-2018	
Purchase Order Number	2020-0000841	
Orig. Contract Amount & Date	\$16,900,000.00	April 6, 2020
Change Order Number	5	
Date	September 21, 2020	

- THE CONTRACT IS CHANGED AS FOLLOWS: The Change Order includes changes made throughout the facility.**
- Add generator and associated transfer equipment for emergency power to security and access control systems.
 - Masonry changes for exterior openings, revisions between main arena bleachers and stairs, and misc clarifications.
 - Modify style of aluminum doors to eliminate door hardware conflicts.
 - Add foundation for expansion of tenant space and add foundation for wall relocated in BP4 bid set.
 - Change door in concessions to traffic (swings both directions) for operational safety.
 - Add details from commissioning agent not incorporated in bid documents for BP2 penetrations.
 - Revisions to door hardware throughout building to accommodate access control systems.

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
1.01E	Generator, Masonry Changes, Wide Sill Doors, Missing Foundation and Tenant Expansion, Traffic Doors, Commissioning Details, Access Control Door Hardware	LS	\$488,728.46	1.0	\$488,728.46
TOTAL					\$488,728.46

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$16,900,000.00
Net Change by previously authorized Change Orders	\$659,363.21
The Contract Sum prior to This Change Order was	\$17,559,363.21
The Contract Sum will be increased by this Change Order in the amount of	\$488,728.46
The new Contract Sum including this Change Order will be	\$18,048,091.67
Aggregate Change Order as a percent of Original Contract (if greater than 10% of the original contract, Council Subcommittee recommendation and all signatures through the full Council are required)	6.79%
The Contract Time will be changed by	0
The date of Substantial Completion as of the date of this Change Order therefore is	November 13, 2020

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

See Attached AIA Forms for Signatures

Owner: **City of West Des Moines**

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



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Change Order

PROJECT: *(Name and address)*
MidAmerican Rec Plex BP4
West Des Moines

CONTRACT INFORMATION:
Contract For: General Construction
Date: April 6, 2020

CHANGE ORDER INFORMATION:
Change Order Number: 005
Date: September 21, 2020

OWNER: *(Name and address)*
City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, Iowa 50265

ARCHITECT: *(Name and address)*
Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

CONTRACTOR: *(Name and address)*
ATO Builders, LLC
201 South 84th Street, Suite F
Lincoln, Nebraska 68510

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- RCO-040 - Generator: \$143,144.58
- RCO-057R-1 - Masonry Changes & Details: \$74,277.50
- RCO-061 - Aluminum Doors to Wide Stile: \$7,744.15
- RCO-062 - Missing Foundation Wall/Foundation at Tenant Space C: \$33,765.00
- RCO-063 - Change Door A108B to Traffic Door: \$1,886.84
- RCO-066 - Commissioning Details - Insulation: \$63,742.00
- RCO-071 - Door Hardware Revisions: \$164,168.39

Total: \$488,728.46

The original Contract Sum was	\$	<u>16,900,000.00</u>
The net change by previously authorized Change Orders	\$	<u>659,363.21</u>
The Contract Sum prior to this Change Order was	\$	<u>17,559,363.21</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>488,728.46</u>
The new Contract Sum including this Change Order will be	\$	<u>18,048,091.67</u>

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be the same.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

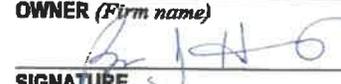
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Shive-Hattery, Inc.
 ARCHITECT *(Firm name)*

 SIGNATURE
 JAMES MOORE PM
 PRINTED NAME AND TITLE
 9/17/20
 DATE

ATO Builders, LLC
 CONTRACTOR *(Firm name)*

 SIGNATURE
 Travis Hattery
 PRINTED NAME AND TITLE
 9/17/20
 DATE

City of West Des Moines
 OWNER *(Firm name)*

 SIGNATURE
 Brian Hemesath, City Engineer
 PRINTED NAME AND TITLE
 09/21/2020
 DATE



www.atobuilders.com

204 East 25th Street Suite 3
Kearney, NE 68847
844-447-3286

CHANGE ORDER REQUEST

Form with fields: TITLE: Generator/Increase Size of Electrical Room, DATE: 8/10/2020, PROJECT: Mid America Energy Rec Plex BP 4, PROJECT #: ATO 19919

Form with fields: TO: City of West Des Moines, CONTRACT or PO#: BP 4 General Construction, COST CODE: 03,000, 04,000, 05,000, 15,000, 16,000, CHANGE ORDER # (RCO): 40

AMOUNT OF CHANGE ORDER: \$143,144.58

DESCRIPTION:

DRAWINGS:

- 1. Sheet S-105 - FLOOR SLAB PLAN - ARENAS
a. ADD Generator Foundation Pad per revised sheets S-105.
b. ADD Thickened slab under electrical room walls per revised sheet S-105.
2. Sheet S-310 - STRUCTURAL DETAILS
a. ADD Structural Steel HSS Screen Framing per revised sheets S-105 & S-310.
3. Sheet A-100 - ICE LEVEL FLOOR PLAN - OVERALL
a. ADD screen wall at generator as shown on revised plan.
b. ADD generator screen detail 2/A-100.
4. Sheet A-130 - ENLARGED PLANS
a. In Electrical Room A150, REVISE north and west wall locations as dimensioned on revised plan.
b. REVISE location of door A150B as shown on revised plan.
5. Sheet A-200 - ARENA EXTERIOR ELEVATIONS
a. ADD screen wall at generator as shown on revised elevations.
6. Sheet A-401 - REFLECTED CEILING PLAN - ARENAS
a. REVISE light fixture layout in Electrical Room A150 and Arena and Event Loading and Storage A149 per revised sheet A-401.
7. Sheet P-101 - PLUMBING PARTIAL FLOOR PLAN - LOCKER ROOM
a. ADD branch off of natural gas piping before main regulator to serve gas generator. Provide new gas regulator and meter rated for 1.5x the 100% required fuel flow for generator. Regulator to be set to 5 PSI outlet pressure.
b. ADD 2" underground natural gas pipe to generator. Make final connection to generator in accordance with the generator manufacturers written installation instructions
8. Sheet E-100 - ELECTRICAL OVERALL FLOOR PLAN
a. ADD generator and transfer switches. Refer to the clouded drawings for the scope of work.
9. Sheet E-101 - LIGHTING PARTIAL FLOOR PLAN
a. REVISE life safety circuiting. Refer to the clouded drawings for the scope of work.
10. Sheet E-103 - LIGHTING PARTIAL FLOOR PLAN
a. REVISE life safety circuiting. Refer to the clouded drawings for the scope of work.
11. Sheet E-104 - POWER & SYSTEMS PARTIAL FLOOR PLAN
a. ADD transfer switches and emergency panel. Revise circuiting for IT equipment. Refer to the clouded drawings for the scope of work.
12. Sheet E-105 - LIGHTING PARTIAL FLOOR PLAN
a. REVISE life safety circuiting. Refer to the clouded drawings for the scope of work.
13. Sheet E-106 - POWER & SYSTEMS PARTIAL FLOOR PLAN
a. REVISE circuiting for IT equipment. Refer to the clouded drawings for the scope of work.
14. Sheet E-107 - LIGHTING PARTIAL FLOOR PLAN
a. REVISE life safety circuiting. Refer to the clouded drawings for the scope of work.
15. Sheet E-108 - POWER & SYSTEMS PARTIAL FLOOR PLAN
a. REVISE circuiting for IT equipment. Refer to the clouded drawings for the scope of work.
16. Sheet E-109 - LIGHTING PARTIAL FLOOR PLAN
a. REVISE life safety circuiting. Refer to the clouded drawings for the scope of work.
17. Sheet E-110 - POWER & SYSTEMS PARTIAL FLOOR PLAN
a. REVISE circuiting for IT equipment. Refer to the clouded drawings for the scope of work.
18. Sheet E-111 - LIGHTING PARTIAL FLOOR PLAN
a. REVISE life safety circuiting Refer to the clouded drawings for the scope of work.
19. Sheet E-113 - LIGHTING PARTIAL FLOOR PLAN
a. REVISE life safety circuiting. Refer to the clouded drawings for the scope of work.
20. Sheet E-114 - POWER & SYSTEMS PARTIAL FLOOR PLAN
a. REVISE circuiting for IT equipment. Refer to the clouded drawings for the scope of work.
21. Sheet E-115 - LIGHTING PARTIAL FLOOR PLAN
a. REVISE life safety circuiting. Refer to the clouded drawings for the scope of work.

22. Sheet E-116 - POWER & SYSTEMS PARTIAL FLOOR PLAN

a. REVISE circuiting for IT equipment. Refer to the clouded drawings for the scope of work.

23. Sheet E-117 - LIGHTING PARTIAL FLOOR PLAN

a. REVISE life safety circuiting. Refer to the clouded drawings for the scope of work.

24. Sheet E-119 - ELECTRICAL SCHEDULES

a. ADD generator, transfer switches, generator connection cabinet and emergency panels. Refer to the clouded drawings for the scope of work.

25. Sheet E-120 - ELECTRICAL PANEL SCHEDULES

a. REVISE panel schedules. Refer to the clouded drawings for the scope of work.

26. Sheet E-121 - ELECTRICAL PANEL SCHEDULES

a. ADD panel schedules. Refer to the clouded drawings for the scope of work.

COST BREAKDOWN

Painting for added walls	\$395.00
Changes to Masonry	\$1,775.00
Steel Screen Frame for Generator	\$5,111.00
Erect Screen Frame	\$5,328.00
Plumbing - Gas Piping	\$8,884.58
Electrical, generator, transfer switch, circuitry	\$99,295.00
Siding for Screen	\$4,345.00
ATO Labor - Siding	\$1,987.00
ATO Supervision/Admin	\$3,011.00
ATO Builders P/O (10%)	\$13,013.00
TOTAL	\$143,144.58

BY: Craig Thurston Director of Construction
ATO Builders, LLC



www.atobuilders.com

204 East 25th Street Suite 3
Kearney, NE 68847
844-447-3286

CHANGE ORDER REQUEST

Form with fields: TITLE: Masonry Changes & Details, DATE: 8/25/2020, PROJECT: Mid America Energy Rec Plex BP 4, PROJECT #: ATO 19919

Form with fields: TO: City of West Des Moines, CONTRACT or PO#: BP 4 General Construction, COST CODE: 04.000, 05.000, 06.000, 08.000, CHANGE ORDER # (RCO): 57R-1

AMOUNT OF CHANGE ORDER: \$74,277.50

DESCRIPTION:

I. SPECIFICATIONS

A. No Change.

II. DRAWINGS

A. SHEET S-105 FLOOR SLAB PLAN - ARENAS

1. ADD stoop at exterior door A136D.

B. SHEET S-121 ROOF FRAMING PLAN (sheet not reissued)

1. REMOVE CMU corbel for brick support around Commons Pop Up Roof in leu of steel angle shelf per BP4 PR-021. This occurs at the Commons Roof between grids Ce-Cf and Ab-Ac.

C. SHEET S-310 STRUCTURAL DETAILS (sheet not reissued)

1. REMOVE CMU corbel for brick support around Commons Pop Up Roof in leu of steel angle shelf per BP4 PR-021.

D. SHEET A-101 FLOOR PLANS - ARENAS

- 1. REVISE CMU walls at landings of stairs at north end of Main Arena A146.
2. REVISE CMU wall at north end of Event Storage A149.
3. REVISE location of coiling door A149B to south exterior wall of Main Arena near door A151B.
4. ADD door 136D to exterior from Tenant Space B A136.

E. SHEET A-130 ENLARGED PLANS

- 1. REVISE north wall of Arena and Event Loading and Storage A149.
2. ADD door A136D to east exterior wall of Tenant Space B A136.
3. REVISE size of door A149C.

F. SHEET A-131 ENLARGED PLANS - COMMONS EAST

- 1. REVISE location of door A107A between Concessions A107 and Open Office Area A106 shifting 8" north so jamb is tight to wall for ADA clearance.
2. REPLACE decorative guardrail at landing of stairs in Main Arena with partial height CMU wall and wall mounted handrail at stair runs
3. REMOVE face brick at interior wall between Vestibule C117 and Multi-Use C116.
4. ADD CMU pilasters at storefront in Vestibule C117 to provide termination of exterior cladding materials. CMU header above storefront added, but not shown on plan.

G. SHEET A-132 ENLARGED PLANS - COMMONS WEST

- 1. REPLACE decorative guardrail at landing of stairs in Main Arena with partial height CMU wall and wall mounted handrail at stair runs.
2. REMOVE face brick at interior wall between Vestibule C105 and Sprinkler Room C104.
3. ADD CMU pilasters at storefront in Vestibule C105 to provide termination of exterior cladding materials. CMU header above storefront added, but not shown on plan.

H. SHEET A-133 ENLARGED FLOOR PLANS

- 1. REMOVE exterior coiling shutter, counter, and associated opening for F138C.
2. ADD door F138D between Outdoor Equipment F138 and Wood Courts Fieldhouse F100.
3. REVISE masonry opening between column line 4 and 5 near mezzanine level Concessions A207. Header at this opening also removed (not shown on plan).

I. SHEET A-134 ENLARGED PLANS

- 1. REVISE windows in Courage League F127 adding storefront callouts and dimensions.
2. REVISE windows in Multi-Use A F211 adding storefront callouts and dimensions.
3. NOTE details for stairs added to sheet to be reissued under future revision.

J. SHEET A-200 ARENA EXTERIOR ELEVATIONS

1. ADD Control Joint (CJ) locations in face brick.
2. REVISE location of coiling door A149B to south exterior wall of Main Arena near door A151B.

K. SHEET A-201 FIELDHOUSE ELEVATIONS

1. REVISE elevation 4 to show updated storefront opening layout with dimensions.
2. ADD Control Joint (CJ) locations in face brick.
3. REMOVE exterior coiling shutter, counter, and associated opening for F138C.

L. SHEET A-306 WALL SECTIONS - FIELDHOUSE

1. REVISE Section 2 removing CMU header below hollow core roof. REVISE ceiling between column Bh and concessions wall from lay-in ceiling tile to gypsum board as a continuation of soffit in main arena.

M. SHEET A-308 WALL SECTIONS - COMMONS

1. REVISE Section 1 replacing metal stud and gypsum wall area with full height masonry.

N. SHEET A-309 WALL SECTIONS FIELDHOUSE

1. REVISE Section 4 relocating ladder and roof hatch.

O. SHEET A-311 WALL SECTIONS - COMMONS

1. REVISE brick support of face brick above roof replacing corbel block steel angles in both sections.
2. REVISE Section 2 to show CMU pilaster and header at storefront.

P. SHEET A-322 DETAILS

1. REVISE Details 2, 5, 7, 18, and 19 adding information for clarification on window location relative to insulation plane, flashing of wall, and change to cast stone sills.
2. REVISE Detail 12 to show roofing and flashing requirements at change for support of face brick above roof.

Q. SHEET A-323 DETAILS

1. ADD new sheet of details clarifying intent for exterior opening conditions.

R. SHEET A-420 REFLECTED CEILING PLAN- MEZZANINE - ARENAS

1. REVISE ceiling between column Bh and concessions wall from lay-in ceiling tile to gypsum board as a continuation of soffit in main arena.

S. SHEET A-501 ROOF PLAN

1. ADD product information and dimensions clarifying location of roof hatch at west concessions area.

T. SHEET A-601 DOOR SCHEDULE

1. ADD details for doors A103B, A204, A207C, C106C, F115C, F127C, F138A, F138B, and F139B.
2. ADD door A136D, A138A, and F138D.
3. REVISE A149B to be an insulated overhead coiling door.
4. REVISE size of door A149C.
5. REMOVE door F138C.

U. SHEET A-605 STOREFRONT ELEVATIONS

1. ADD elevation for SF24.
2. REVISE vertical size of SF4.

V. SHEET A-700 STAIR PLANS

1. REPLACE decorative guardrail at landing of stairs in Main Arena with partial height CMU wall and wall mounted handrail at stair runs in Plans 2 and 4 as well as Sections 1, 3, and 6
2. REVISE sloped CMU wall in Section 1 to accommodate handrail of bleacher system beyond. This change applies to walls separating both Stair #1 and #2 from adjacent bleachers.
STRUCTURAL NOTE: Revise CMU reinforcing for walls adjacent to Stair #1 and Stair #2 to #5 bars at 32" OC.
3. REVISE top of CMU wall condition in Sections 1, 3, 5, 6, and 10 to indicate paver cap instead of bullnose block. Paver Cap to be painted to match wall.
4. NOTE modifications to details 11, 12, 13 and 14 to be reissued under future revision.

COST BREAKDOWN

Changes to Curtain Walls, Storefront Glass	-\$173.00
Drywall, Framing	\$4,738.00
Changes to Masonry	\$28,895.00
Painting	\$1,120.00
Change to Concrete	\$1,141.50
Changes to steel fabrications	-\$3,885.00
Changes to steel fabrications installation	-\$3,030.00
Changes to Doors/Hardware, Labor	\$13,170.00
Change Sectional OH Door to Coiling OH Door and delete Door F138C	\$2,283.00
Additional sheet flashing a wood blocking, added control joints	\$4,631.00
ATO Labor, material wood backing, blocking	\$15,807.00
ATO Supervision/Admin	\$3,110.00
ATO Builders P/O (10%)	\$6,470.00
TOTAL	\$74,277.50



www.atobuilders.com

204 East 25th Street Suite 3
Kearney, NE 68847
844-447-3286

CHANGE ORDER REQUEST

Form with fields: TITLE: Aluminm Doors to Wide Stile PR 049 BP4, DATE: 8/24/2020, PROJECT: Mid America Energy Rec Plex, PROJECT #: ATO 19919

TO: City of West Des Moines, 4200 Mills Civic Parkway, West Des Moines, IA 50265; CONTRACT or PO#: BP 4; COST CODE: 8.0000; CHANGE ORDER # (RCO): 61

AMOUNT OF CHANGE ORDER: \$7,744.15

DESCRIPTION:

CHANGE aluminum doors from medium stile to wide stile:

1. SPECIFICATIONS

a. SECTION 08 4200 - ALUMINUM DOORS

i. Part 2, 2.1.B.1: REVISE to read as follows: "SPECIAL-LITE SL-15 Wide Stile Monumental doors with midrail. 1-3/4" thick. 4-3/4" stiles. 6-1/2" top rail. 10" bottom rail. 6-1/2" midrail."

Table with 2 columns: Description, Amount. Rows: Change Doors (\$6,418.15), ATO Labor, Supervision, Admin (\$622.00), ATO Builders P/O (10%) (\$704.00)

TOTAL \$7,744.15

BY: Craig Thurston Director of Construction, ATO Builders, LLC



www.atobuilders.com

204 East 25th Street Suite 3
Kearney, NE 68847
844-447-3286

CHANGE ORDER REQUEST

Form with fields: TITLE: Missing Foundation Wall, Foundation at Tenant Space C PR 046 BP4; DATE: 8/24/2020; PROJECT: Mid America Energy Rec Plex; PROJECT #: ATO 19919

TO: City of West Des Moines; 4200 Mills Civic Parkway; West Des Moines, IA 50265; CONTRACT or PO#: BP 4; COST CODE: 3.0000; CHANGE ORDER # (RCO): 62

AMOUNT OF CHANGE ORDER: \$33,765.00

DESCRIPTION:

1. ADD foundation wall below masonry wall East of gridline Am and North of gridline 1 to align with required joist bearing location per revised S-103.

2. ADD extension of foundation wall to the south near gridlines Cf and Cg to accommodate possible future expansion per revised S-102.

Table with 2 columns: Description and Amount. Rows include: 1. Foundation Material, Labor (\$2,865.00); 2. Foundation Material, Labor (\$20,942.00); Backfill new Foundation (\$4,612.00); ATO Labor, Supervision, Admin (\$2,332.00); ATO Builders P/O (10%) (\$3,014.00); TOTAL (\$33,765.00)

BY: Craig Thurston Director of Construction; ATO Builders, LLC



www.atobuilders.com

204 East 25th Street Suite 3
Kearney, NE 68847
844-447-3286

CHANGE ORDER REQUEST

Form with fields: TITLE: Change Door A108B to Traffic Door PR 047 BP4, DATE: 8/27/2020, PROJECT: Mid America Energy Rec Plex PEMB, PROJECT #: ATO 19919

Form with fields: TO: City of West Des Moines, 4200 Mills Civic Parkway, West Des Moines, IA 50265, CONTRACT or PO#: BP 4, COST CODE: 8.0000, CHANGE ORDER # (RCO): 63

AMOUNT OF CHANGE ORDER: \$1,886.84

DESCRIPTION:

1. DRAWINGS

A. SHEET A-601 DOOR SCHEDULE

i. Door Schedule - Arenas

REVISE Door A108B to read as follows, "CONCESSION PREP | 3'-0" x 7'-0" | B1 | WOOD CORE | P.LAM | (blank) | HM-1a | PAINT | 2/A602 SIM | 1/A602 SIM | (blank) | (blank) | (blank) | DOUBLE ACTING TRAFFIC DOOR "

B. SHEET A-602 DOOR DETAILS

I. Hollow Metal Frame Types: ADD frame type HM-1a, with the same dimensions as HM-1 but with no integral stop.

II. Door Types: ADD door type B1, similar elevation as door type B but with the following glazing note: "9" W x 30" H ADA window"

Table with 2 columns: Description and Amount. Rows include: Material (Difference between HM Door, Frame & Hardware and Traffic Door & Frame) \$1,102.84; ATO Builders Labor \$422.00; ATO Supervision, Admin \$190.00; ATO Builders P/O (10%) \$172.00; TOTAL \$1,886.84

Form with fields: BY: Craig Thurston Director of Construction, ATO Builders, LLC



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204 East 25th Street Suite 3
Kearney, NE 68847
844-447-3286

CHANGE ORDER REQUEST

Form with fields: TITLE: Commissioning Details - Insulation, DATE: 9/2/2020, PROJECT: Mid America Energy Rec Plex BP 4, PROJECT #: ATO 19919

TO: City of West Des Moines, CONTRACT or PO#: BP 4 General Construction, COST CODE: 07.000, CHANGE ORDER # (RCO): 66

AMOUNT OF CHANGE ORDER: \$63,742.00

DESCRIPTION:

1. DRAWINGS

A. A-606 - PEMB OPENING DETAILS

i. Revise details to ADD flexible flashing tape as required by Building Envelope Commissioning Agent.

B. A-606a - PEMB DUCTWORK DETAILS

i. ADD new sheet with new details for PEMB ductwork penetrations.

Note: Includes Installing flexible tape flashing at Membrane Roofing to PEMB Insulation Vapor Barrier at Junction of the two materials. This occurs at the areas where the Membrane Roofing ties into the walls of the PEMB

Table with 2 columns: Description and Amount. Rows include Ductwork Sleeves - M & L (\$10,800.00), Flash Membrane Roof to PEMB Walls, Flash Ductwork Sleeves (\$17,232.00), Material to Flash all Openings (\$5,825.00), Labor & Equipment to Flash all Openings (\$20,110.00), ATO Supervision, Admin (\$3,980.00), ATO Builders P/O (10%) (\$5,795.00), and TOTAL (\$63,742.00)

Note this change will add 4 days to the schedule

BY: Craig Thurston Director of Construction
ATO Builders, LLC



www.atobuilders.com

204 East 25th Street Suite 3
Kearney, NE 68847
844-447-3286

CHANGE ORDER REQUEST

Form with fields: TITLE: Door Hardware Revisions, DATE: 9/9/2020, PROJECT: Mid America Energy Rec Plex, PROJECT #: ATO 19919

TO: City of West Des Moines, 4200 Mills Civic Parkway, West Des Moines, IA 50265; CONTRACT or PO#: BP 4; COST CODE: 8.0000; CHANGE ORDER # (RCO): 71

AMOUNT OF CHANGE ORDER: \$164,168.39

DESCRIPTION:

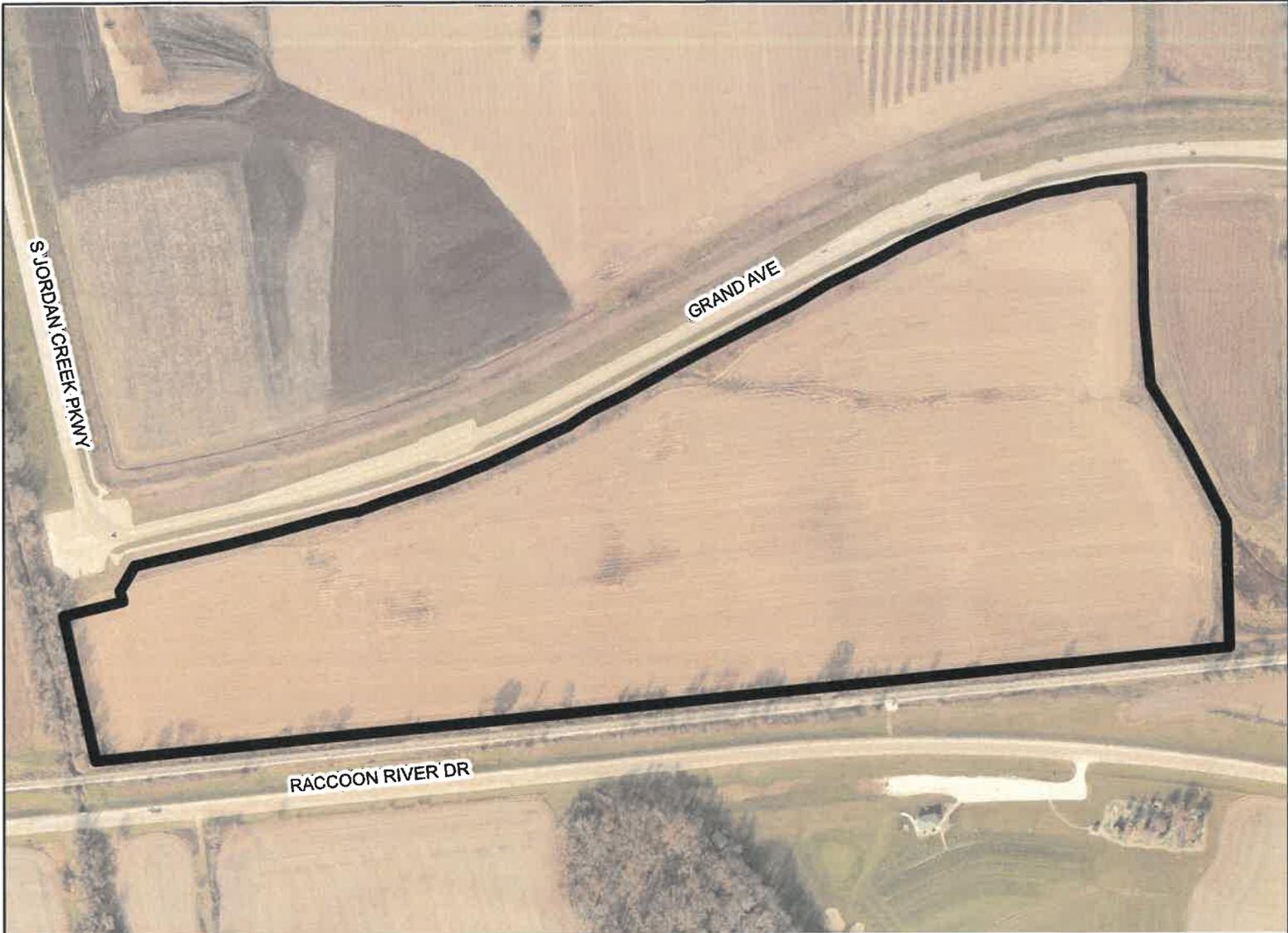
1. Door Hardware Revisions based on reviewed Shop Drawing Submittal

- Added Access Control
Changed Surface Mount Exit Device Vertical Rods to Concealed Vertical Rods
Changed Door Stops to Ovrhead Door Stops from Wall Stops
Deleted Openings
Added Opening
Added Misc. Door Hardware

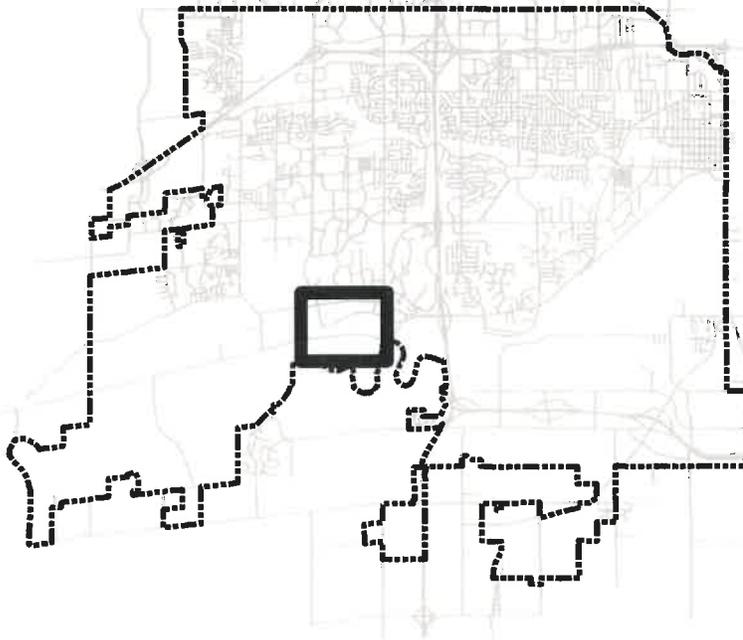
See Attached for opening details and opening detail costing

Table with 2 columns: Description, Amount. Rows include Door Hardware Revisions (\$111,180.39), Asditional Labor (\$34,275.00), ATO Supervision, Admin (\$3,789.00), ATO Builders P/O (10%) (\$14,924.00), and TOTAL (\$164,168.39).

BY: Craig Thurston Director of Construction
ATO Builders, LLC



VICINITY MAP



LEGEND

PROJECT LOCATION 



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**

DATE: October 5, 2020

ITEM:

Motion – Approving Amendment No. 1 to Professional Services Agreement
MidAmerican Energy Company RecPlex – Architectural Services

FINANCIAL IMPACT:

The original Professional Services Agreement included a maximum fee of \$575,000 for Basic Services of the Consultant. Amendment No. 1 increases the Basic Services of the Consultant by \$350,000.00. The new maximum not-to-exceed fee thus becomes \$925,000.00. All costs for these services can be paid from account no. 692.400.700.5250.495 with the ultimate funding proposed as General Obligation Bonds backed by Local Option Sales Tax.

BACKGROUND:

The City of West Des Moines negotiated the original Professional Services Agreement with Shive-Hattery, Inc. on July 20, 2020 for architectural services related to the MidAmerican Energy RecPlex. The Agreement provided that Shive-Hattery, Inc. would complete the architectural work initiated by the original Design Architect, who is no longer engaged on the Project. This included completion of the design of the 500-seat ice arena and the 1500 plus-seat ice arena, the turf and wood court fieldhouse, the fitness center, multipurpose rooms, concessions and support spaces. Overall, the site will also include five soccer fields and various recreational spaces.

Amendment No. 1 includes additional Basic Services of the Consultant to perform design services and modify construction documents for the MidAmerican Energy RecPlex as required for the contractors to have a more complete and coordinated set of working contract documents than was produced by the Design Architect after bidding, including but not limited to, redesign of all locker room restrooms for ADA compliance, structural design and clarifications of masonry lintels, addition of structural columns where masonry was not designed to act as such, coordination detailing of masonry and curtainwall/storefront glazed systems, coordination of bid package #2 hollow-core packages with final mechanical design, and addition of details for bid package #2 pre-engineered metal building openings to address commissioning agent comments issued prior to bidding. Shive-Hattery will also provide supplemental design services to provide content not included in the original bid packages prepared by the Design Architect, including but not limited to, design and documentation of generator back-up system for the facility's security and access control systems, operable partitions shown in multi-purpose room but not defined in drawings or specifications, design and creation of bid documents for both interior and exterior signage packages, and documentation and engineering design for build-out of Tenant Space B based on Tenant's internal designer's layout.

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 MidAmerican Energy Company RecPlex – Architectural Services.

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	<i>AS</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split



AIA Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: (name and address)
City of West Des Moines - MAE
RecPlex CA Services
West Des Moines, IA

AGREEMENT INFORMATION:
Date: July 15, 2020

AMENDMENT INFORMATION:
Amendment Number: 001

Date: September 21, 2020

OWNER: (name and address)
City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, Iowa 50265

ARCHITECT: (name and address)
Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

The Owner and Architect amend the Agreement as follows:

Shive-Hattery will perform design services and modify construction documents for the MidAmerican Energy RecPlex as required for the contractors to have a more complete and coordinated set of working contract documents than was produced by the Design Architect after bidding. Examples of additional design include, but are not limited to, redesign of all locker room restrooms for ADA compliance, structural design and clarifications of masonry lintels, addition of structural columns where masonry was not designed to act as such, coordination detailing of masonry and curtainwall/storefront glazed systems, coordination of BP2 hollow-core packages with final mechanical design, and addition of details for BP2 pre-engineered metal building openings to address commissioning agent comments issued prior to bidding.

Shive-Hattery will also provided supplemental design services to provide content not included in the original bid packages prepared by the Design Architect. Examples include, design and documentation of generator back-up system for the facility's security and access control systems, operable partitions shown in multi-purpose room but not defined in drawings or specifications, design and creation of bid documents for both interior and exterior signage packages, and documentation and engineering design for build-out of Tenant Space B based on Tenant's internal designer's layout.

Additional scope includes architectural, structural, mechanical, electrical, and civil services.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

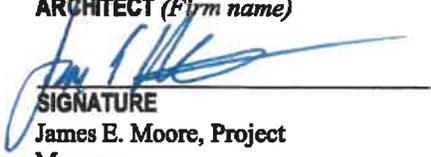
The Not-To-Exceed limit will be increased by \$350,000 for a new maximum of \$925,000.

Schedule Adjustment:

No change in schedule anticipated for these changes. Schedule is still based on Construction timeline.

SIGNATURES:

Shive-Hattery, Inc.
ARCHITECT (Firm name)


SIGNATURE

James E. Moore, Project
Manager
PRINTED NAME AND TITLE

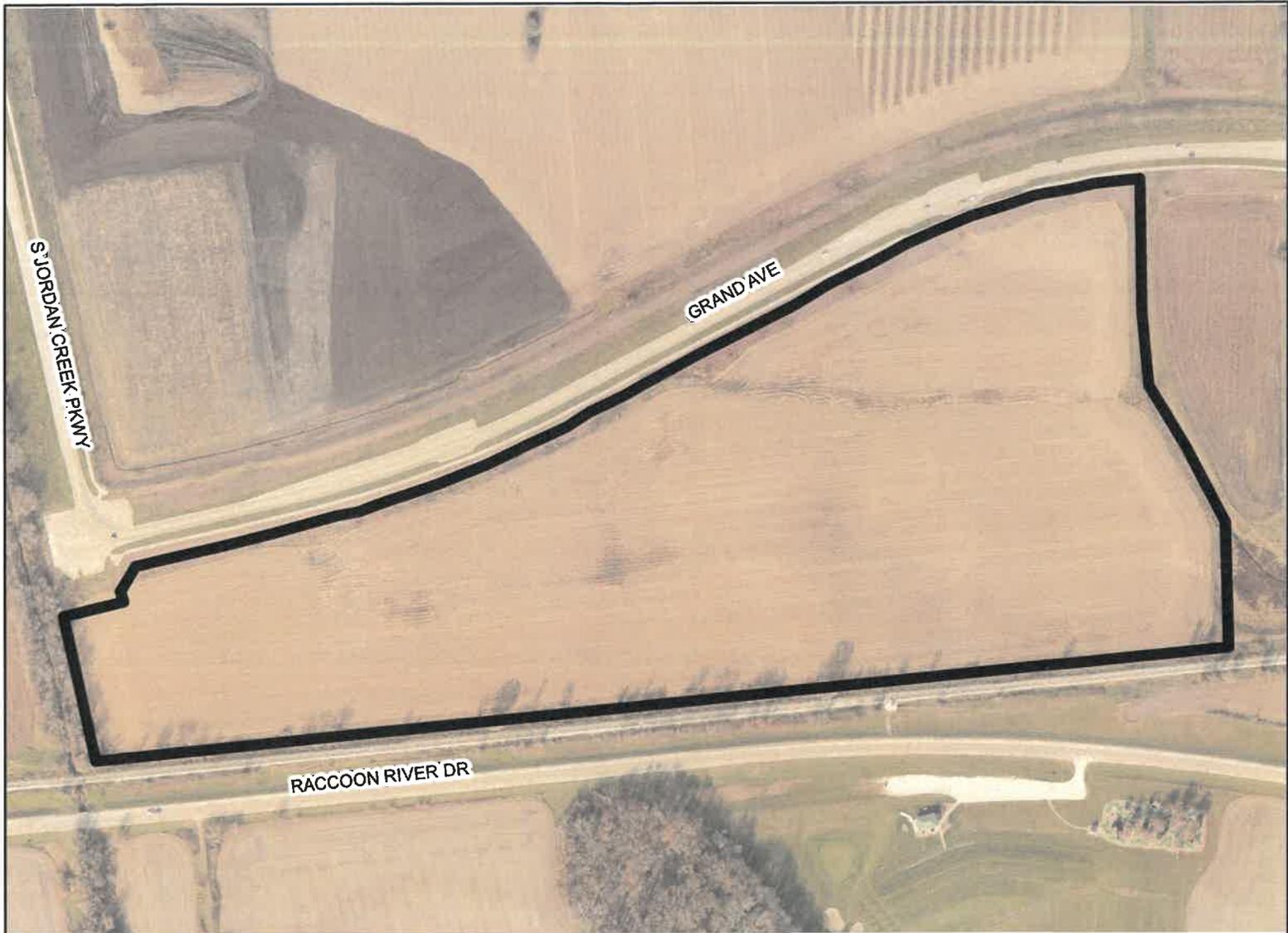
09/21/2020
DATE

City of West Des Moines
OWNER (Firm name)

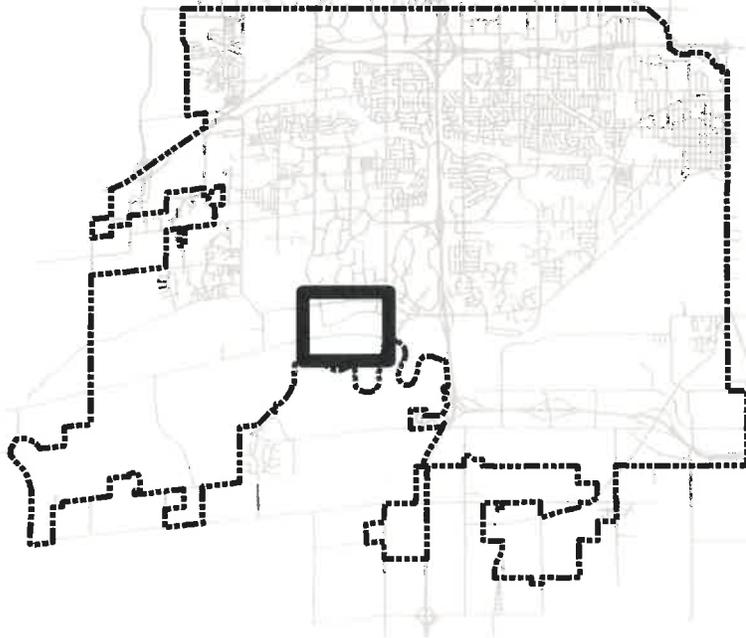
SIGNATURE

PRINTED NAME AND TITLE

DATE



VICINITY MAP



LEGEND

PROJECT LOCATION



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: Approving Interfund Transfers

DATE: October 5, 2020

FINANCIAL IMPACT: None

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

The City of West Des Moines did adopt transfer amounts in the 2019-2020 Budget and Exhibit A represents transfers to be authorized as of 6/30/20.

RECOMMENDATION: Approval of Resolution Authorizing Transfer of Funds.

Lead Staff Member: Lesley Montgomery, Accounting Manager

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	Not required
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

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

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

WHEREAS, the City of West Des Moines did adopt transfer amounts in the FY 2019-2020 Budget; and

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

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

PASSED AND APPROVED this 5th day of October, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

EXHIBIT A

	From	Fund #	To	Fund #	Amount	Purpose
1	General	100	Technology Replacement Fund	740	\$300,000.00	FY20 Annual contribution
2	LOST – City Uses	491	Capital Projects	500	\$3,972,101.66	Reimburse for project expenses incurred in FY20
3	LOST – City Uses	491	General Fund	100	\$703,640.47	Reimburse for Public Safety expenses incurred in FY20
4	LOST – City Uses	491	Police & Fire Retirement	400	\$128,468.98	Reimburse for Public Safety expenses incurred in FY20
5	General	100	Capital Projects	500	\$5,345,004.80	Reimburse for project expenses incurred in FY20
6	Human Services-Child Care	428	Capital Projects	500	\$54,953.73	Reimburse for project expenses incurred in FY20
7	Capital Projects-2016B	511	Capital Projects	500	\$1,212,717.82	Reimburse for project expenses incurred in FY20
8	Capital Projects-2016B	511	Stormwater Capital Projects	660	\$209,883.97	Reimburse for project expenses incurred in FY20
9	Capital Projects-2016D	513	Capital Projects	500	\$1,297,866.39	Reimburse for project expenses incurred in FY20
10	Capital Projects-2017A	514	Capital Projects	500	\$548,181.78	Reimburse for project expenses incurred in FY20
11	Capital Projects-2017B	515	Capital Projects	500	\$1,010,070.84	Reimburse for project expenses incurred in FY20
12	Capital Projects-2018A	519	Capital Projects	500	\$4,393,200.69	Reimburse for project expenses incurred in FY20
13	Capital Projects-2018B	520	Capital Projects	500	\$2,881,656.08	Reimburse for project expenses incurred in FY20
14	Capital Projects-2018C	521	Capital Projects	500	\$216,338.55	Reimburse for project expenses incurred in FY20
15	Capital Projects-2018D	522	Capital Projects	500	\$10,692,794.66	Reimburse for project expenses incurred in FY20

16	Capital Projects-2019B	525	Capital Projects	500	\$2,008,693.36	Reimburse for project expenses incurred in FY20
17	Capital Projects-2019C	526	Capital Projects	500	\$4,024,680.22	Reimburse for project expenses incurred in FY20
18	Capital Projects-2019D	527	Capital Projects	500	\$4,305,182.49	Reimburse for project expenses incurred in FY20
19	Sewer Fund	600	Sewer Capital Projects	640	\$2,523,349.70	Reimburse for project expenses incurred in FY20
20	Stormwater Fund	650	Stormwater Capital Projects	660	\$1,604,604.56	Reimburse for project expenses incurred in FY20

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

ITEM: Certification of Costs
Abatement of Public Nuisance
Multiple Locations

DATE: October 5, 2020

FINANCIAL IMPACT: \$ 3,115.28 Revenue to Offset Direct City Expenses

BACKGROUND: Legal notice was given by the City of West Des Moines Public Works Department to the property owner requiring the owner to comply with the abatement of a nuisance or the City would be authorized to abate the nuisance at the expense of the owner. The following invoices for the cost of abating a nuisance remain unpaid:

Property Address	Type	Amount	Legal Description
1091 S 50Th Pl	Sidewalk	450.00	Lot 2 Grey Hawk Plat 1
5088 Oakwood Ln	Sidewalk	450.00	Lt 5 Quail Vista
4712 Tamara Ln	Sidewalk	450.00	W 4F Lot 33 & All Lot 34 Southwoods East Plat 2
4767 Hawthorne Dr	Sidewalk	135.88	Lot 19 Southwoods East Plat 7
4821 Hawthorne Dr	Sidewalk	135.88	Lot 1 Meadow Vista
4741 Coachlight Dr	Sidewalk	135.88	Lot 26 Southwoods East Plat 6
4380 Ashley Park Dr	Sidewalk	135.88	Lt 5 Civic Estates Plat 3
4953 Waterford Dr	Sidewalk	250.00	Lot 92 Meadow Vista
1552 S 50Th Pl	Sidewalk	135.88	Lt 11 Quail Vista Plat 2
3432 Scenic Valley Dr	Sidewalk	375.00	Lot 2 Scenic Pointe
2300 Ridgewood Dr	Sidewalk	325.00	-Ex E 10F- Lot 22 Grand Woods Plat 2
2307 River Ridge Dr	Sidewalk	135.88	Lot 20 Grand Woods Plat 4

RECOMMENDATION: Adoption of a Resolution directing that all costs be certified to the respective County Treasurer for collection.

Lead Staff Member: Bryan Ladd, Accounting Associate

STAFF REVIEWS

Department Director	Tim Stiles, Finance Director	T.S.
Appropriations/Finance		
Legal		
Agenda Acceptance	AS	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION

WHEREAS, West Des Moines City staff have previously determined that the premises described on the attached assessment schedule, 2020-02 Polk County nuisance abatements:

<u>Parcel</u>	<u>Legal Description</u>
32002726102000	Lot 2 Grey Hawk Plat 1
32003913690005	Lt 5 Quail Vista
32004116579001	W 4F Lot 33 & All Lot 34 Southwoods East Plat 2
32004116598319	Lot 19 Southwoods East Plat 7
32003026999501	Lot 1 Meadow Vista
32004116598226	Lot 26 Southwoods East Plat 6
32000780173005	Lt 5 Civic Estates Plat 3
32003026999592	Lot 92 Meadow Vista
32003913691011	Lt 11 Quail Vista Plat 2
32004116302000	Lot 2 Scenic Pointe
32002724672001	-Ex E 10F- Lot 22 Grand Woods Plat 2
32002724742120	Lot 20 Grand Woods Plat 4

were declared to be a public nuisance; and

WHEREAS, law requires said owners to comply with the abatement of a nuisance or the City of West Des Moines, Iowa is authorized and directed that such public nuisance be abated by said City at the expense of the owners; and

WHEREAS, the City of West Des Moines, Iowa, had to arrange for abatement of the nuisance; and

WHEREAS, the cost to the City of West Des Moines of abating the nuisance was:

<u>Property Address</u>	<u>Amount</u>
1091 S 50Th Pl	450.00
5088 Oakwood Ln	450.00
4712 Tamara Ln	450.00
4767 Hawthorne Dr	135.88
4821 Hawthorne Dr	135.88
4741 Coachlight Dr	135.88
4380 Ashley Park Dr	135.88
4953 Waterford Dr	250.00
1552 S 50Th Pl	135.88
3432 Scenic Valley Dr	375.00
2300 Ridgewood Dr	325.00
2307 River Ridge Dr	135.88
	<u>\$3,115.28</u>

and

WHEREAS, pursuant to the provisions of City ordinance and Chapter 364 of the Code of Iowa, the cost of removal and abatement of said nuisance may be made at the expense of the owners of premises;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA that the Director of Finance is directed to certify a copy of this resolution and attached assessment schedule to the

respective County Treasurer who shall enter said costs upon the tax books as cost for removing and abating the public nuisance with said costs to be collected as provided by Iowa law.

PASSED AND APPROVED 5th day of October, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

**NOTICE OF FILING OF
ASSESSMENTS FOR NUISANCE ABATEMENT**

To the person owning land within the City of West Des Moines, Polk County, Iowa, particularly described as:

<u>Parcel</u>	<u>Legal Description</u>
32002726102000	Lot 2 Grey Hawk Plat 1
32003913690005	Lt 5 Quail Vista
32004116579001	W 4F Lot 33 & All Lot 34 Southwoods East Plat 2
32004116598319	Lot 19 Southwoods East Plat 7
32003026999501	Lot 1 Meadow Vista
32004116598226	Lot 26 Southwoods East Plat 6
32000780173005	Lt 5 Civic Estates Plat 3
32003026999592	Lot 92 Meadow Vista
32003913691011	Lt 11 Quail Vista Plat 2
32004116302000	Lot 2 Scenic Pointe
32002724672001	-Ex E 10F- Lot 22 Grand Woods Plat 2
32002724742120	Lot 20 Grand Woods Plat 4

You are hereby notified the City of West Des Moines, on October 5th, 2020, levied special assessments for the abatement of a public nuisance at the above described property and that said assessment has been certified to the Polk County Treasurer for collection.

You are further notified that assessments may be paid in full or in part without interest at the office of the Polk County Treasurer, at any time within thirty days after the date of the first publication of this notice of the filing of the schedule of assessments with the County Treasurer. Unless said assessments are paid in full within said thirty day period all unpaid assessments will draw annual interest computed at nine percent (commencing on the date the assessment was levied) computed to the December 1st next following the due date.

- This Notice given by direction of the Council of the City of West Des Moines, Iowa.

Ryan Jacobson, City Clerk

Publish: October 9th & 16th, 2020

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

DATE: October 5, 2020

ITEM:

Resolution - Ordering Construction
Grand Avenue West Sewer Segments 3 & 4

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the Grand Avenue West Sewer Segments 3 & 4 is \$477,300.00. Payments will be made from account no. 640.000.000.5250.495 with the ultimate funding intended to come from Sewer Revenue.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, October 28, 2020 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, November 2, 2020. The contract would be awarded on Monday, November 2, 2020 and work will begin shortly thereafter.

This project consists of constructing portions of Trunk Sewer Segments 3 & 4 included as part of the Grand Avenue West Sanitary Sewer Connection Fee District generally serving an area north of Grand Avenue between South Jordan Creek Parkway and South 88th Street. In coordination with the Des Moines University development in this area, Trunk Sewer Segments 3 & 4 will be extended through the Des Moines University site and terminate on the north side of Booneville Road as part of this project. Trunk Sewer Segments 3 & 4 will be extended further north at a later date once development occurs north of Booneville Road. The project is anticipated to be completed by March 31, 2021.

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 Grand Avenue West Sewer Segments 3 & 4.
- Fixing 2:00 p.m. on Wednesday, October 28, 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	<i>JA</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
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:

**Grand Avenue West Sewer Segments 3 & 4
Project No. 0510-028-2016**

is hereby ordered to be constructed according to the Plans and Specifications prepared by Veenstra & Kimm, Inc., Inc. of West 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, November 2, 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, October 28, 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, October 28, 2020 and the results of said bids shall be considered at a meeting of this Council on Monday, November 2, 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 5th day of October, 2020.

Steven K. Gaer, Mayor

ATTEST:

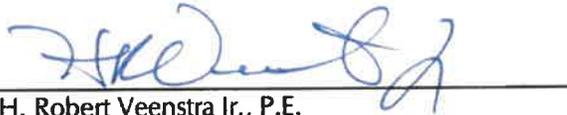
Ryan T. Jacobson, City Clerk

CITY OF WEST DES MOINES
 GRAND AVENUE WEST - SEGMENT 3 AND 4
 ESTIMATE OF COST

25-Sep-20

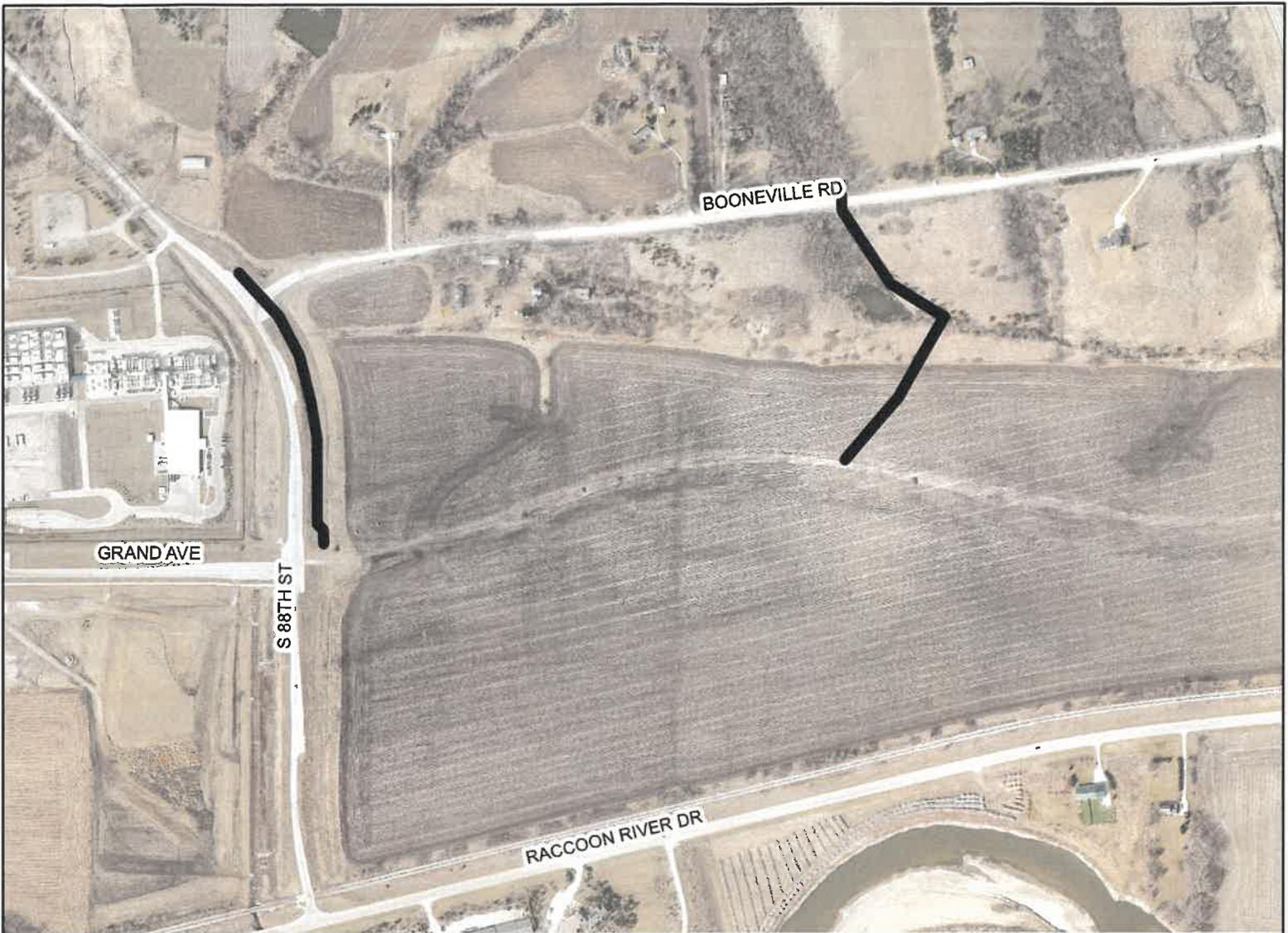
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Sanitary Sewer in Place - 12"	LF	2408	\$110	\$264,880
2	Sanitary Sewer in Place - 8"	LF	20	\$150	\$3,000
3	Sanitary Sewer Trenchless - 12"	LF	207	\$450	\$93,150
4	Connection to Existing Sewer	EA	2	\$2,500	\$5,000
5	Manhole - Type SW 301 - 48"	EA	11	\$6,000	\$66,000
6	Sanitary Sewer Cleanout - 8"	EA	2	\$2,500	\$5,000
7	Video Inspection of Sewer	LF	2615	\$3	\$7,845
8	Granular Surfacing - Class A Roadstone - 8" Thick	TON	55	\$35	\$1,925
9	42" RCP Storm Sewer - Remove and Replace	LF	25	\$120	\$3,000
10	Erosion Control	LS	1	\$10,000	\$10,000
11	Traffic Control	LS	1	\$5,000	\$5,000
12	Seeding - SUDAS Type 2	ACRE	2.5	\$2,000	\$5,000
13	Construction Staking	LS	1	\$7,500	\$7,500
Estimated Construction Cost					\$477,300

I hereby certify that this engineer's estimate of cost was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the Stat of Iowa.

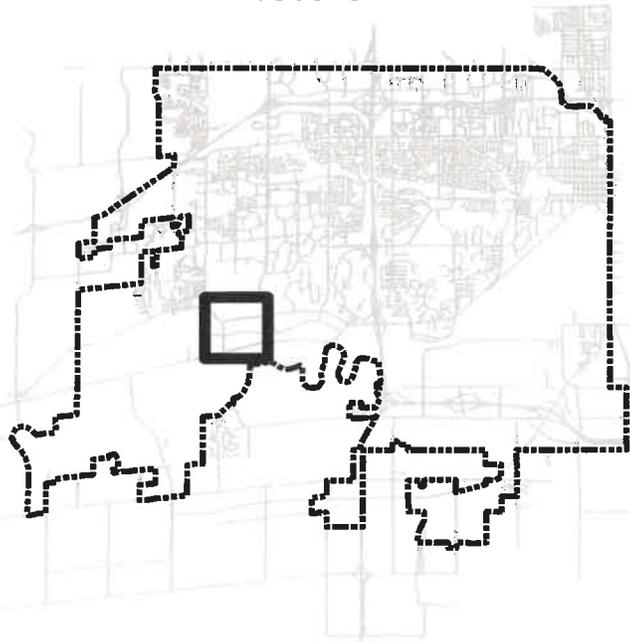


H. Robert Veenstra Jr., P.E.
 Iowa License No. 9037
 My license renewal date is December 31, 2020





VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Grand Avenue West Sewer Improvements Segment 3-4

LOCATION:

South 88th Street & Booneville Road

DRAWN BY: TKA

DATE: 9/21/2020

PROJECT: 0510-028-2016

SHT. 1 of 1

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: October 5, 2020

ITEM:

Resolution - Ordering Construction
Sugar Creek Conveyance Improvements -- Phase 2

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost for the Sugar Creek Conveyance Improvements -- Phase 2 is \$2,188,476.00. Payments will be made from account no. 660.000.000.5250.490 with the ultimate funding intended to come from Stormwater Revenue.

BACKGROUND:

A Bid Letting should be scheduled for 2:00 p.m. on Wednesday, October 28, 2020 and a Public Hearing on the project should be scheduled for 5:35 p.m. on Monday, November 2, 2020. The contract would be awarded on Monday, November 2, 2020 and work will begin shortly thereafter.

This project consists of conveyance improvements along Sugar Creek from Raccoon River Drive to the confluence of the Raccoon River. Conveyance improvements consist of tree clearing, re-grading the foreslopes of the stream, grading a floodplain bench on the south side of the stream, placement of rip-rap, and surface restoration. Grading will take place for future trail construction. The project is anticipated to be completed by October 1, 2021.

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 Sugar Creek Conveyance Improvements -- Phase 2.
- Fixing 2:00 p.m. on Wednesday, October 28, 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			
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:

**Sugar Creek Conveyance Improvements – Phase 2
Project No. 0510-021-2016**

is hereby ordered to be constructed according to the Plans and Specifications prepared by Snyder & Associates of Ankeny, 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, November 2, 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, October 28, 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, October 28, 2020 and the results of said bids shall be considered at a meeting of this Council on Monday, November 2, 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 **5th** day of **October, 2020.**

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

OPINION OF PROBABLE CONSTRUCTION COSTS



SUGAR CREEK CONVEYANCE IMPROVEMENTS
PHASE 2

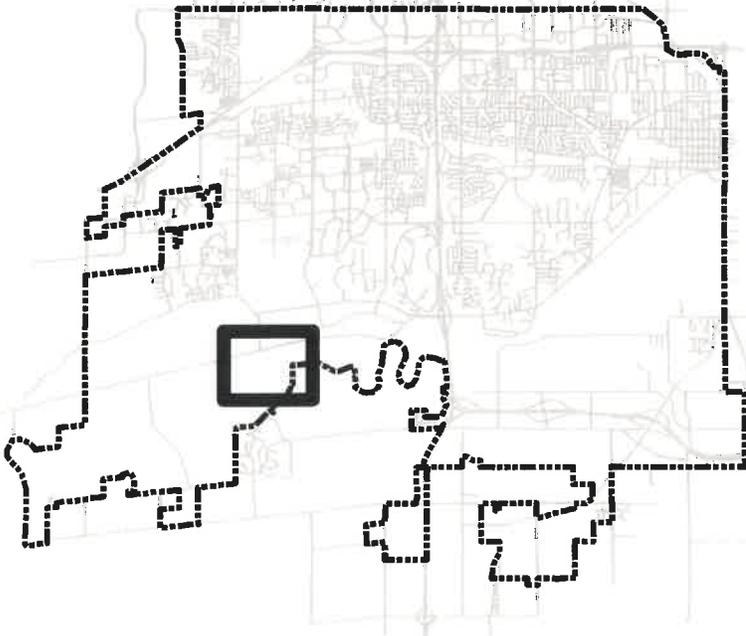
West Des Moines, Iowa
Project No. 0510-021-2016

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
EARTHWORK					
2.01	Clearing and Grubbing	13.9	ACRE	\$ 8,500.00	\$ 118,150.00
2.02	Topsoil Strip, Stockpile, and Respread	22,363	CY	\$ 12.00	\$ 268,356.00
2.03	Excavation, Class 10	111,701	CY	\$ 10.00	\$ 1,117,010.00
2.04	Excavation Class 10, Channel	3,880	CY	\$ 20.00	\$ 77,600.00
2.05	Removal of Existing Debris	1	LS	\$ 15,000.00	\$ 15,000.00
2.06	Reconstruct Existing Bridge End Drain	2	EACH	\$ 3,000.00	\$ 6,000.00
TRENCH EXCAVATION AND BACKFILL					
3.01	Rock Excavation	250	CY	\$ 50.00	\$ 12,500.00
PIPE CULVERTS					
4.01	Pipe Culvert, Trenched, RCP, 24 inch.	48	LF	\$ 150.00	\$ 7,200.00
4.02	Pipe Apron, Flooring and Apron Guard, Concrete, 24 Inch.	2	EACH	\$ 2,000.00	\$ 4,000.00
4.03	Flap Gate, Outlet Control, 24 Inch.	2	EACH	\$ 3,000.00	\$ 6,000.00
TRAFFIC CONTROL					
8.01	Temporary Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00
EROSION CONTROL AND SITE WORK					
9.01	Hydraulic Seeding and Fertilizing, Type 3 Seeding	24.8	ACRE	\$ 2,500.00	\$ 62,000.00
9.02	Storm Water Pollution Prevention Plan Preparation	1	LS	\$ 5,000.00	\$ 5,000.00
9.03	Storm Water Pollution Prevention Plan Management	1	LS	\$ 3,500.00	\$ 3,500.00
9.04	Storm Water Pollution Prevention Plan Inspections	50	EACH	\$ 50.00	\$ 2,500.00
9.05	Stabilized Construction Entrance	1	LS	\$ 10,000.00	\$ 10,000.00
9.06	Erosion Control Mulching, Hydromulching	8.15	ACRE	\$ 2,000.00	\$ 16,300.00
9.07	Stabilizing Crop - Seeding and Fertilizing	24.80	ACRE	\$ 600.00	\$ 14,880.00
9.08	Silt Fence	13,250	LF	\$ 2.00	\$ 26,500.00
9.09	Removal of Silt Fence	13,250	LF	\$ 1.00	\$ 13,250.00
9.10	Rolled Erosion Control Product (RECP), Type 1D	13,720	SY	\$ 3.00	\$ 41,160.00
9.11	Turf Reinforcement Mats, Type 1	526	SQ	\$ 50.00	\$ 26,300.00
9.12	Revetment, Class E	5,500	TON	\$ 55.00	\$ 302,500.00
9.13	Removal of Existing Field Fence	1,210	LF	\$ 2.00	\$ 2,420.00
9.14	Temporary Construction Fence	3,070	LF	\$ 5.00	\$ 15,350.00
9.15	Rumble Grid	1	LS	\$ 5,000.00	\$ 5,000.00
CONSTRUCTION SURVEY					
11.01	Construction Survey	1	LS	\$ 5,000.00	\$ 5,000.00
TOTAL CONSTRUCTION COST:					\$ 2,188,476.00

	<p>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.</p> <p style="text-align: right;"><i>Gabriel A. Nelson</i></p> <p>Gabriel A. Nelson, P.E. 9/28/2020 My License Number : 17382 Date My License Renewal Date is December 31, 2020</p>
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VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Sugar Creek Conveyance Phase 2

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 6/24/2019

PROJECT NUMBER/NAME: 0510-021-2016

SHT. 1 of 1

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

DATE: October 5, 2020

ITEM: Resolution – Accept Work – American Legion Park Skatepark Facility

FINANCIAL IMPACT: The total construction cost of this project is \$241,500.00. All costs of the project have been paid out of G/L Acct 500.000.000.5250.490 from the American Legion Skate Facility Replacement C.I.P. (Project No. 0525 022.0510 030 2019). The original contract amount of the project was \$242,250.00, with (1) one deduct change order for (\$750.00).

BACKGROUND: Spohn Ranch, Inc. of Los Angeles, CA is working under an agreement dated June 15, 2020 for construction services related to the American Legion Park Skatepark Facility. Work is substantially complete. This action accepts the improvements and authorizes staff to pay retainage no sooner than 30 days.

The project included erosion control measures, earthwork, supply & install of grind rails/pans/coping/edge protection, concrete/shotcrete, jointing/sealing, seeding and associated bonding.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the City Council approve the Resolution.

Lead Staff Member: David Sadler, Superintendent of Parks D.S.

STAFF REVIEWS

Department Director	Sally Ortgies, Director of Parks and Recreation S.O.
Appropriations/Finance	Tim Stiles, Finance Director T.S.
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

Resolution Accepting Work

WHEREAS, on June 15, 2020 the City Council entered into a contract with Spohn Ranch from Los Angeles, CA for the following described public improvement:

American Legion Park Skatepark Facility

and,

WHEREAS, said contractor has completed the construction of said improvement in accordance with plans and specifications as shown by the Council Communication filed with the City Clerk on October 5, 2020.

Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that said report of the Superintendent of Parks be approved and said public improvement is accepted as having been completed in accordance with plans and specifications and the total final construction cost of said improvement is \$241,500.00 as shown in said report.

PASSED AND APPROVED, this 5th day of October, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk



VICINITY MAP



LEGEND

 Project Location



0 200 400 Feet

	PROJECT: AMERICAN LEGION PARK SKATEPARK FACILITY			
	LOCATION: 301 VINE STREET			
	DRAWN BY: MAA	DATE: 1/2/2020	PROJECT NO.: 0510 030 2019	SHT. 1 of 1

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

DATE: October 5, 2020

ITEM:

Resolution - Accepting Work
Stagecoach Drive Extension over Sugar Creek

FINANCIAL IMPACT:

The total construction cost for the Stagecoach Drive Extension over Sugar Creek was \$1,641,771.25 which was paid from account no. 660.000.000.5250.490 with ultimate funding intended to come from General Obligation Bonds and developer contributions. The original cost of the project was \$1,672,541.50. There were five (5) Change Orders on the project that totaled (\$30,770.25).

BACKGROUND:

United Contractors was working under an agreement dated March 20, 2017 for construction services for the Stagecoach Drive Extension over Sugar Creek. Work on this project included construction of a new bridge crossing Sugar Creek on Stagecoach Drive just west of South 95th Street. Grading, storm sewer, utilities, and paving on either side of the bridge were completed by the adjacent developers. This project was funded in part by King’s Landing, LLC per the Agreement approved by the Council on January 23, 2017.

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 Stagecoach Drive Extension over Sugar Creek.

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			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING WORK

WHEREAS, on March 20, 2017, the City Council entered into a contract with United Contractors of Johnston, Iowa for the following described public improvement:

**Stagecoach Drive Extension over Sugar Creek
Project No. 0510-026-2014**

and,

WHEREAS, said contractor has substantially completed the construction of said improvement in accordance with plans and specifications as shown by the report of the City Engineer filed with the City Clerk on October 5, 2020; and,

WHEREAS, the City has retained \$10,000.00 (0.61%) 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 \$1,641,771.25 as shown in said report, and that the Finance Director is hereby authorized to make payment to the Contractor in the amount of \$10,000.00, 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 **5th** day of **October, 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

RETAINAGE

Contractor: **United Contractors, Inc.**
 6578 NW 62nd Avenue
 Johnston, IA 50131

Project Title	Stagecoach Drive Extension over Sugar Creek	
WDM Project File Number	0510-026-2014	
Purchase Order Number	2017-00000567	
Orig. Contract Amount & Date	\$1,672,541.50	03/20/17
Estimated Completion Date	09/30/17	
Pay Period	8/8/20 to 9/21/20	
Pay Request Number	Retainage	
Date	11/01/20	

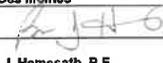
BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
ROADWAY ITEMS							
1	Clearing and Grubbing	LS	1.00	\$13,125.00	\$13,125.00	1.00	\$13,125.00
2	Excavation, Class 10, Roadway and Borrow	CY	11,785.00	\$9.95	\$117,260.75	11,785.00	\$117,260.75
3	Excavation, Class 10, Channel	CY	6,338.00	\$15.75	\$99,823.50	6,338.00	\$99,823.50
4	Topsail, Strip, Salvage, and Spread	CY	1,993.00	\$19.65	\$39,162.45	1,993.00	\$39,162.45
5	Bridge Approach, BR-201	SY	294.00	\$180.00	\$52,920.00	294.00	\$52,920.00
6	Longitudinal Grooving in Concrete	SY	705.00	\$10.00	\$7,050.00	705.00	\$7,050.00
7	Apron, Concrete, 36 in. Dia., Remove and Reinstall	EA	1.00	\$3,135.00	\$3,135.00	1.00	\$3,135.00
8	Manhole Adjustment, Major	EA	1.00	\$2,444.00	\$2,444.00	1.00	\$2,444.00
9	Storm Sewer Gravity Main, Trenched, RCP, 2000D, 36 in.	LF	36.00	\$204.30	\$7,354.80	36.00	\$7,354.80
10	Water Main, 12 in. D.I.P., Restrained Joint	LF	300.00	\$100.70	\$30,210.00	300.00	\$30,210.00
11	Water Main Fittings	LB	622.00	\$6.40	\$3,980.80	512.00	\$3,276.80
12	Gate Valve, 12 in.	EA	2.00	\$2,266.00	\$4,532.00	2.00	\$4,532.00
13	Remove/Relocate Hydrant Assembly	EA	1.00	\$1,700.00	\$1,700.00	1.00	\$1,700.00
14	Concrete Barrier, Tapered End, BA-108	EA	4.00	\$2,500.00	\$10,000.00	4.00	\$10,000.00
15	Traffic Control	LS	1.00	\$2,500.00	\$2,500.00	1.00	\$2,500.00
16	Floodplain Seed Mix	ACRE	1.50	\$1,000.00	\$1,500.00	1.50	\$1,500.00
17	Wildflower Seed Mix	ACRE	1.13	\$2,500.00	\$2,825.00	1.30	\$3,250.00
18	Monument, Type A	EA	4.00	\$24,500.00	\$98,000.00	4.00	\$98,000.00
19	Monument, Type B	EA	4.00	\$24,500.00	\$98,000.00	4.00	\$98,000.00
20	Storm Water Pollution Prevention Plan Inspections	EA	30.00	\$25.00	\$750.00	58.00	\$1,450.00
21	Storm Water Pollution Prevention Plan Management	LS	1.00	\$3,500.00	\$3,500.00	1.00	\$3,500.00
22	Storm Water Pollution Prevention Plan Preparation	LS	1.00	\$400.00	\$400.00	1.00	\$400.00
23	Mulching	ACRE	4.80	\$700.00	\$3,360.00	2.79	\$1,953.00
24	Seeding and Fertilizing (Urban)	ACRE	0.71	\$2,500.00	\$1,775.00	1.85	\$4,625.00
25	Stabilizing Crop - Seeding and Fertilizing (Urban)	ACRE	2.21	\$900.00	\$1,989.00	1.87	\$1,683.00
26	Rolled Erosion Control Product, Type 2.C	SY	3,300.00	\$2.50	\$8,250.00	1,887.60	\$4,719.00
27	Silt Fence	LF	1,360.00	\$1.50	\$2,040.00	1,580.00	\$2,385.00
28	Removal of Silt Fence	LF	1,360.00	\$0.10	\$136.00		\$0.00
29	Perimeter and Slope Sediment Control Device, 9 in. Dia.	LF	1,000.00	\$3.00	\$3,000.00	1,000.00	\$3,000.00
30	Removal of Perimeter and Slope Sediment Control Device	LF	1,000.00	\$0.25	\$250.00		\$0.00
BRIDGE ITEMS							
31	Excavation, Class 20	CY	202.00	\$50.00	\$10,100.00	202.00	\$10,100.00
32	Structural Concrete (Bridge)	CY	75.80	\$1,000.00	\$75,800.00	75.80	\$75,800.00
33	High Performance Structural Concrete (Bridge)	CY	187.50	\$1,000.00	\$187,500.00	187.50	\$187,500.00
34	Reinforcing Steel	LB	246.00	\$6.00	\$1,476.00	246.00	\$1,476.00
35	Reinforcing Steel, Epoxy Coated	LB	54,532.00	\$1.50	\$81,798.00	54,532.00	\$81,798.00
36	Reinforcing Steel, Stainless	LB	32.00	\$10.00	\$320.00	32.00	\$320.00
37	Beams, Pretensioned Prestressed Concrete, BTD135	EA	5.00	\$35,000.00	\$175,000.00	5.00	\$175,000.00
38	Structural Steel	LB	2,948.00	\$3.50	\$10,318.00	2,948.00	\$10,318.00
39	Concrete Barrier Rail, 2'-10"	LF	138.00	\$70.00	\$9,660.00	138.00	\$9,660.00
40	Concrete Barrier, Reinforced, Separation	LF	138.00	\$70.00	\$9,660.00	138.00	\$9,660.00
41	Aluminum Pedestrian Hand Rail	LF	165.75	\$150.00	\$24,862.50	165.75	\$24,862.50

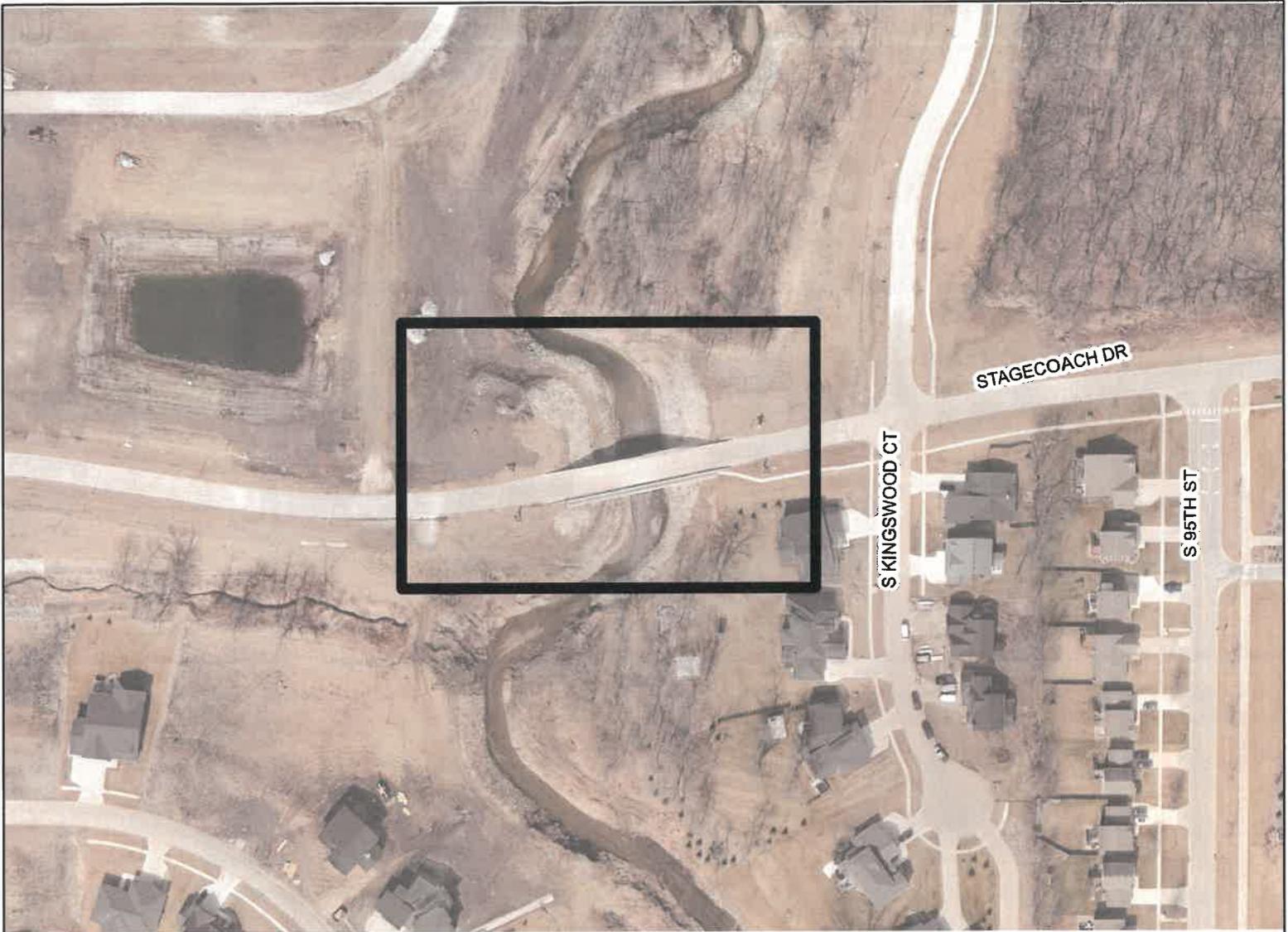
42	Ornamental Metal Railing	LF	159.00	\$500.00	\$79,500.00	159.00	\$79,500.00
43	Piles, Steel, HP12x84	LF	1,140.00	\$55.00	\$62,700.00	1,140.00	\$62,700.00
44	Prebored Holes	LF	240.00	\$50.00	\$12,000.00	240.00	\$12,000.00
45	Bridge Wing Armoring - Erosion Stone	SY	23.00	\$183.10	\$4,211.30	23.00	\$4,211.30
46	Engineering Fabric	SY	4,879.00	\$2.30	\$11,221.70	3,274.97	\$7,532.43
47	Revetment, Class E	TON	5,038.00	\$57.65	\$290,440.70	3,976.14	\$228,224.47
48	Construction Survey	LS	1.00	\$5,000.00	\$5,000.00	1.00	\$5,000.00
ITEMS ADDED BY CHANGE ORDER							
49	Reinforcing Steel/Concrete - Updated BA-108	EA	4	\$1,400.00	\$5,600.00	4.00	\$5,600.00
50	Temporary Hydromulch	ACRE	1	\$3,300.00	\$3,300.00	0.40	\$1,320.00
51	Storm Sewer, 36" RCP, Additional	LF	24	\$176.00	\$4,224.00	24.00	\$4,224.00
52	Composite Handhole & Cover, 13"x17"	EA	4	\$875.00	\$3,500.00	4.00	\$3,500.00
53	Install Power Supplies at Monument	EA	4	\$1,087.90	\$4,351.60	4.00	\$4,351.60
54	Provide and Install Electric Pedestal Service	EA	1	\$1,299.10	\$1,299.10	1.00	\$1,299.10
55	Conduit and Wiring, Transformer to Service	LF	405	\$26.35	\$10,671.75	405.00	\$10,671.75
56	Install 3 conductor wires in Conduit between monuments	LF	440	\$4.32	\$1,900.80	440.00	\$1,900.80
57	Install Control Panel with Photo cell	EA	1	\$682.00	\$682.00	1.00	\$682.00
58	Remove and Drill Letters for Wiring	EA	8	\$325.00	\$2,600.00	8.00	\$2,600.00
					TOTAL	\$1,710,670.75	\$1,641,771.25

MATERIALS STORED SUMMARY				
	Description	# of Units	Unit Price	Extended Cost
	None			\$0.00
				\$0.00
TOTAL				\$0.00

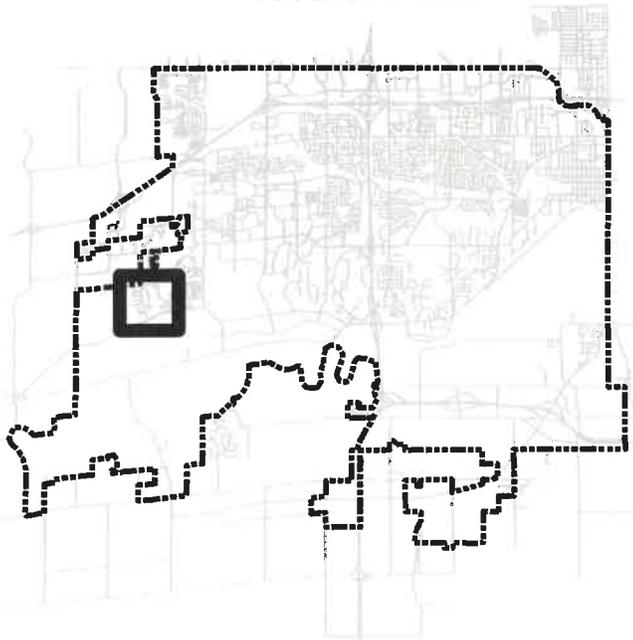
PAY REQUEST SUMMARY		
	Total Approved	Total Completed
Contract Price	\$1,672,541.50	\$1,641,771.25
Approved Change Order 1	\$5,600.00	
Approved Change Order 2	\$7,524.00	
Approved Change Order 3	\$22,405.25	
Approved Change Order 4	\$2,600.00	
Approved Change Order 5		(\$68,899.50)
Revised Contract Price	\$1,641,771.25	\$1,641,771.25
Materials Stored		\$0.00
Retainage (\$10,000)		\$0.00
Total Earned Less Retainage		\$1,641,771.25
Total Previously Approved (list each)		
Pay Request 1	\$40,327.50	
Pay Request 2	\$42,496.68	
Pay Request 3	\$141,095.10	
Pay Request 4	\$116,353.72	
Pay Request 5	\$70,274.46	
Pay Request 6	\$213,570.90	
Pay Request 7	\$21,826.40	
Pay Request 8	\$405,794.22	
Pay Request 9	\$96,871.50	
Pay Request 10	\$73,319.58	
Pay Request 11	\$63,681.73	
Pay Request 12	\$40,904.83	
Pay Request 13	\$99,461.67	
Pay Request 14	\$95,955.91	
Pay Request 15	\$31,021.73	
Pay Request 16	\$77,961.32	
Pay Request 17	\$854.00	
Total Previously Approved		\$1,631,771.25
Amount Due This Request		\$10,000.00
Percent Complete		100%
Percent of Contract Period Utilized		100%

The amount **\$10,000.00** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: United Contractors, Inc.	Recommended By: Snyder & Associates, Inc.	Checked By: CJC City of West Des Moines
Signature:	Signature:	Signature: 
Name:	Name: Gabriel Nelson, P.E.	Name: Brian J. Homesath, P.E.
Title:	Title: Project Engineer	Title: City Engineer
Date:	Date:	Date: 09/17/2020



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT: **Stagecoach Drive Extension, Sugar Creek Crossing**

LOCATION: **Stagecoach Drive west of South Kingswood Court**

DRAWN BY: JDR

DATE: 9/28/2020

PROJECT: 0510-026-2014

SHT. 1 of 1

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

DATE: October 5, 2020

ITEM:

Resolution - Accepting Public Improvements
Grey Hawk Business Park Plat 1

FINANCIAL IMPACT:

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

BACKGROUND:

Seamus Excavating, Priority Excavating, and Alliance Construction have substantially completed the installation of public storm sewer and paving at Grey Hawk Business Park Plat 1 in accordance with the plans prepared by Shive-Hattery, Inc. and the specifications of the City. These improvements have been inspected by the City.

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 Public Improvements for Grey Hawk Business Park Plat 1.

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

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	<i>af</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS

WHEREAS, a Preliminary Plat for Grey Hawk Business Park Plat 1 was reviewed and approved by the City Council of West Des Moines, Iowa, at a meeting held on April 30, 2018; and

WHEREAS, a Final Plat for Grey Hawk Business Park Plat 1 was submitted for review by the City Council of West Des Moines, Iowa, on June 11, 2018 and was found to be generally consistent with the Preliminary Plat; and

WHEREAS, the West Des Moines City Council adopted a Resolution which approved the Final Plat for Grey Hawk Business Park Plat 1 at their meeting on June 11, 2018 subject to any conditions of approval and contingent upon construction and acceptance of all public streets and utilities; sureties were provided for said Public Improvements in lieu of completion with the Final Plat approval; and

WHEREAS, on May 4, 2018 the Construction Plans were approved by the West Des Moines City Engineer, said improvements being described as follows:

Grey Hawk Business Park Plat 1

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, the public storm sewer and paving for Grey Hawk Business Park Plat 1 are hereby accepted and are hereby dedicated for public purposes.

BE IT FURTHER RESOLVED, sureties for construction of the public improvements for Grey Hawk Business Park Plat 1 are hereby released.

PASSED AND APPROVED this 5th day of **October 2020**.

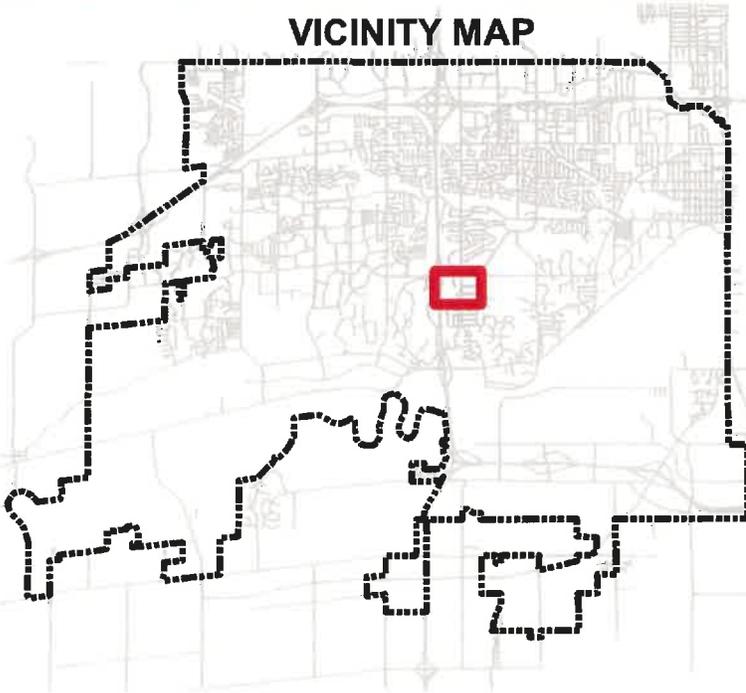
Steven K Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

Grey Hawk Business Park Plat 1

LOCATION:

Exhibit "A"

DRAWN BY: BJM

DATE: 9/30/2020

PROJECT NUMBER/NAME: Grey Hawk Business Park Plat 1

SHT. 1 of 1

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

ITEM: Approval of HQJP Contract Amendment-
Innovative Injection Technologies, Inc.

DATE: October 5, 2020

RESOLUTION: Approval of Contract Amendment

FINANCIAL IMPACT: None beyond the original financial commitment of a five-year sliding scale property tax rebate of the incremental increase of the property following improvements.

BACKGROUND: On May 31, 2016, the City Council approved the submission of a High Quality Job Program (“HQJP”) application to the State of Iowa on behalf of Innovative Injection Technologies, Inc (“I2Tech”). On September 19, 2016, the City Council approved the contract with the State of Iowa and I2Tech whereby the City committed to provide a five-year sliding scale rebate not to exceed \$258,000 to meet the local match requirement of the HQJP contract. As a requirement of the Program, I2Tech was required to create a minimum of 36 new jobs.

On November 22, 2019, the Iowa Economic Development Authority Board approved a request from I2Tech to extend the completion date for the HQJP jobs to be created to from June 30, 2019, to December 31, 2019. Recently on September 18, 2020, the IEDA Board approved a nother six-month extension of project completion to allow I2Tech to transition temp-to-hire employees into full time positions.

The Project Completion Date has been extended to June 30, 2020 in order to count new hires and the Maintenance Period Completion Date is extended to June 30, 2022. This project is currently in compliance with IEDA.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt the resolution approving the Amendment to the State of Iowa contract and authorize the Mayor’s retroactive signature on the Amendment on behalf of the City issued to company on September 25, 2020.

Lead Staff Member: Rachel Wacker, Business Development Coordinator, Community & Economic Development

STAFF REVIEWS

Department Director	Clyde Evans, Community and Economic Development Director
Appropriations/Finance	Tim Stiles, Finance Director
Legal	
Agenda Acceptance	<i>gt</i>

PUBLICATION(S) (if applicable)

Published In	N/A
Date(s) Published	N/A
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

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

ATTACHMENTS:

- Exhibit I - High Quality Jobs Program Contract Amendment
- Exhibit II - Resolution

CONTRACT AMENDMENT

RECIPIENT: Innovative Injection Technologies, Inc.
MASTER CONTRACT #: 16-TC-063
AMENDMENT #: 2
EFFECTIVE DATE: September 18, 2020

THIS CONTRACT AMENDMENT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY (hereafter "IEDA"), 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315, an agency of the State of Iowa, Innovative Injection Technologies ("Recipient"), 2360 Grand Avenue, West Des Moines, IA 50265 and the City of West Des Moines ("Community"), 4200 Civic Parkway, West Des Moines, IA 50265-0320.

WHEREAS, Recipient, has requested that the Project Completion Date be extended.

WHEREAS, the IEDA BOARD approved an extension, effective as of the Effective Date stated above, and

NOW, THEREFORE, the Contract referenced above is amended as follows:

- 1. **REVISION OF EXHIBIT D: "JOB OBLIGATIONS."** Exhibit D is amended to revise the Project Completion Date. Details of this change are reflected in the attached Revised Exhibit D which is hereby incorporated by this reference and made a part of this Contract Amendment.

FOR RECIPIENT:

[Handwritten Signature]

SIGNATURE

Norman Eidevott (FC)

PRINT/TYPER NAME, TITLE

9/33/20

Date

FOR IEDA:

Deborah V. Durham, Director

Date

FOR COMMUNITY:

[Handwritten Signature]

SIGNATURE

Steven K. Gace, Mayor

PRINT/TYPER NAME, TITLE

9/24/2020

Date

EXHIBIT D – JOB OBLIGATIONS
Revised on 9/18/2020

Recipient: Innovative Injection Technologies, Inc.
Community: City of West Des Moines
Contract Number: 16-TC-063

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outline the contractual job obligations related to this Project.

Data in the “Employment Base” column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the “Jobs To Be Created” column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the “Total Job Obligations” column.

HQJP JOB OBLIGATIONS		Employment Base	Jobs To Be Created	Total Job Obligations
Project Completion Date:	December 31, 2019/June 30, 2020			
Maintenance Period Completion Date:	December 31, 2021/June 30, 2022			
Total employment at project location		149	36	185
Average wage of total employment at project location		\$19.98		
Qualifying Laborshed Wage threshold requirement (per hr)		\$26.72 (120%)		
Number of jobs at or above qualifying wage		28	6	34
Average Wage of Jobs at or above qualifying wage		\$39.60		

Notes re: Job Obligations

- When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.
- Employment Base includes 0 “Retained Jobs”.

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider “Full-time Equivalent (FTE) Job” to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of \$2,250 for single coverage or \$4,500 for family coverage.

RESOLUTION**A RESOLUTION OF THE CITY OF WEST DES MOINES, IOWA AUTHORIZING THE MAYOR TO SIGN THE CONTRACT AMENDMENT OF THE STATE OF IOWA'S HIGH QUALITY JOBS PROGRAM AGREEMENT BETWEEN THE IOWA ECONOMIC DEVELOPMENT AUTHORITY, INNOVATIVE INJECTION TECHNOLOGIES, INC., AND THE CITY OF WEST DES MOINES**

WHEREAS, the City Council of the City of West Des Moines on May 31, 2016, authorized staff to file a formal application for financial assistance in support of the expansion of Innovative Injection Technologies, Inc., within the City.

WHEREAS, on September 19, 2016, the City Council approved the contract for financial assistance from the State of Iowa to Innovative Injection Technologies, Inc.

WHEREAS, on September 18, 2020, the Iowa Economic Development Authority Board approved a six-month contract extension for Innovative Injection Technologies, Inc. to create the remaining six (6) qualified jobs above the 28 qualified already retained and one (1) created jobs as stipulated in the original contract. The Project Completion Date is extended to June 30, 2020 in and the Maintenance Period Completion Date is extended to June 30, 2022

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

SECTION 1. The City Council authorizes the Mayor to sign the formal contract amendment between the State of Iowa, Innovative Injection Technologies, Inc., and the City of West Des Moines.

SECTION 2. That Innovative Injection Technologies, Inc. completed the project requirements on June 30, 2020 and Maintenance Period of the Completion Date is now June 30, 2022.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

Passed and approved on the 5th day of October, 2020.

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

DATE: October 5, 2020

ITEM: Resolution - Approval by the City of West Des Moines of a Fiber Optic Cable Easement to CenturyLink Communications, L.L.C. and Indemnification to EBS Property Iowa, L.L.C.

FINANCIAL IMPACT: None at this time

BACKGROUND: In conjunction with the reconstruction of Grand Avenue from First to Fourth Street, the City negotiated an agreement with EBS Property Iowa, L.L.C. (“EBS”), operating as Rassy’s Bike Shop, to sell to EBS City-owned property located at First and Ashworth. The agreement requires EBS to relocate its existing business to the property, allowing the City to purchase the existing EBS property and demolish the improvements.

Several years ago CenturyLink Communications placed a fiber optic cable without the grant of an easement on the City property being sold to EBS. Due to the cost to relocate the cable, a portion of the building to be constructed by EBS will be located on the cable. The attached Resolution grants an Easement to CenturyLink that allows the cable to remain in its existing location but which imposes responsibility on CenturyLink for any damage caused to the EBS building due to the location of the cable. However, EBS has also requested that the City indemnify EBS for any damage due to location of the cable in the event EBS encounters difficulty with CenturyLink in receiving payment. The attached Indemnification provides additional protection to EBS, if necessary, while allowing the City to recover from CenturyLink.

Based upon an analysis of the location of the fiber optic cable, it is the opinion of the Engineering Department that the probability of damage to the EBS building caused by the cable is low.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approve the Resolution granting a Fiber Optic Cable Easement to CenturyLink Communications and providing Indemnification to EBS Property Iowa , L.L.C.

Lead Staff Member: Brian Hemesath, City Engineer

STAFF REVIEWS

Department Director	Richard J. Scieszinski, City Attorney <i>RJS</i>
Appropriations/Finance	
Legal	
Agenda Acceptance	<i>af</i>

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	None		
Date Reviewed			
Recommendation			

RESOLUTION NO. _____

**RESOLUTION APPROVING GRANT OF FIBER OPTIC CABLE EASEMENT
AND INDEMNIFICATION**

WHEREAS, the City of West Des Moines is conveying property to a private entity; and

WHEREAS, in conjunction with conveyance of the property, it is necessary to grant an easement to allow the continued placement of an existing fiber optic cable on the property and to indemnify the private entity purchaser for any damage caused by the continued placement of the fiber optic cable; and

WHEREAS, the City has agreed to grant a Fiber Optic Cable Easement to CenturyLink Communications, L.L.C., a copy of which is attached; and

WHEREAS, the City has also agreed to indemnify EBS Property Iowa, L.L.C. as documented by the attached Indemnification.

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

1. The Fiber Optic Cable Easement granting rights to CenturyLink Communications, L.L.C. attached hereto is approved.
2. The Indemnification granting rights to EBS Property Iowa, L.L.C. attached hereto is approved.
3. The Mayor is authorized to sign the Easement and Indemnification and the City Clerk is directed to attest to the Mayor's signature.

PASSED AND APPROVED this 5th day of October, 2020.

ATTEST:

Steven K. Gaer, Mayor

Ryan T. Jacobson, City Clerk

FIBER OPTIC EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

1. Grant of Permanent Easement

The undersigned, **CITY OF WEST DES MOINES, a municipal corporation organized under the laws of the State of Iowa** (hereinafter “City” or “Grantor”), 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 **CENTURYLINK COMMUNICATIONS, LLC**, a Delaware limited liability company (“Grantee”), a permanent and perpetual Fiber Optic Cable Easement (hereinafter collectively referred to as the “Easement”) upon, over, under, through and across the real property legally described:

As shown on the attached Exhibit “100-P5” (hereinafter “Easement Area”).

2. Use and Purpose of Easement

This Easement shall be granted to CenturyLink Communications, LLC, its successors and assigns, as Grantee, for the purpose of acknowledging the existing conduit and fiber optic cable(s) owned by Grantee, providing written documentation of their location, and allowing Grantee to access the Easement Area to maintain and repair, whenever necessary, the existing conduit and fiber optic cable(s) and appurtenances. Grantee shall have a reasonable right of access over Grantor’s adjacent property, as necessary, to enable Grantee access to the Easement Area. Subject to paragraph 6, below, no structure or building of any kind whatsoever shall be erected upon the Easement Area without the express written consent of the Grantee, who shall have the duty to maintain the Easement Area at its sole cost.

3. Hold Harmless

Grantor and Grantee shall each indemnify and hold the other harmless from and against any loss, expense (including reasonable attorney fees and costs) or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, related to this Easement, to the extent such damage or injury is attributable to the negligent or willful misconduct of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

4. Successors and Assigns

The terms and conditions of this Easement are binding upon the Grantor and Grantee,

including but not limited to future owners, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

5. Lawful Authority

The Grantor covenants with the Grantee that it holds the above-described legal property by good and perfect title, free and clear of liens, easements and encumbrances that would prevent the grant of this Easement. Grantor has the right and lawful authority to make and execute this Easement and warrants and defends the Easement against the lawful claims of all persons claiming by, through or under Grantor.

6. Special Provisions of Easement

The existing conduit and fiber optic cable(s) exist in the current location at the pleasure of the Grantor. Due to the significant cost and economic waste resulting from their relocation, grant of this Easement for the continued placement by Grantee of the existing conduit and fiber optic cable(s) is subject to reservation by Grantor of that portion of the Easement Area shown on the attached "Utility Plan C3-20" for the limited purpose of placing improvements in the approximate location, size and configuration as shown on the attached "Utility Plan C3-20." Any damage, disruption or detrimental effect to the improvements located on the Easement Area due to the continued location, maintenance, repair or relocation of the conduit or fiber optic cable(s) shall be the sole responsibility of Grantee.

7. Jurisdiction and Venue

The Polk County 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.

8. 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. The term "City" as used herein shall refer to the City of West Des Moines, Iowa, its elected officials, agents, employees, officers, and contractors. The term "Grantee" shall refer to **CenturyLink Communications, LLC**, its assigns, successors in interest, or lessees, if any.

Dated this ___ day of October, 2020.

CITY OF WEST DES MOINES, IOWA,
a municipal corporation

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ___ day of October, 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 the record was signed on behalf of the City, by authority of its City Council as contained in Resolution _____ passed on the 5th day of October, 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 record to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Notary Public in and for the State of Iowa

City:	West Des Moines
County:	Polk County
Parcel ID:	320/02965-002-000 & 320/03208-000-000
Description:	Pt. vacated Ashworth Rd, and Pt. Lot 6, Murrowdale Pt. Parcel 2016-66
Proprietor:	City of West Des Moines
Surveyor:	Chad W. Marsh
Company:	Kirkham Michael
Return To:	4390 114th Street Urbandale, Iowa 50322 (515) 270-0848

PERMANENT EASEMENT

EXHIBIT 100-P5

PUBLIC UTILITY EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES
 GRAND AVENUE RECONSTRUCTION 1ST - 4TH STREET PROJECT
 CITY PROJECT NO. 0510-031-2016

LINE TABLE			
LINE	BEARING	DISTANCE	(R)
L1	N 89°43'04" E	59.76'	
L2	N 22°19'02" W	65.70'	
L3	N 19°42'18" W	84.45'	
L4	N 19°35'15" W	69.94'	
L5	N 22°08'57" W	113.24'	
L6	S 89°42'54" E	10.82'	
L7	S 22°08'57" E	109.34'	
L8	S 19°35'15" E	70.15'	
L9	S 19°42'18" E	84.21'	
L10	S 22°19'02" E	69.52'	
L11	S 89°43'04" W	10.79'	
L12	N 89°57'03" W	59.85'	60.00'

LINE TABLE			
LINE	BEARING	DISTANCE	(R)
L13	S 89°43'04" W	79.81'	79.82'
L14	S 89°42'54" E	52.45'	
L15	S 00°17'06" W	10.00'	

LEGAL DESCRIPTION 100-P5:

A PORTION OF SURVEY OF PARCEL 2016-66, BEING A PORTION OF VACATED ASHWORTH ROAD, AND A PORTION OF LOT 6, MURROWDALE, AN OFFICIAL PLAT, NOW IN AND FORMING PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA, SURVEY PARCEL 2016-66 RECORDED IN BOOK 17854, PAGE 339 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

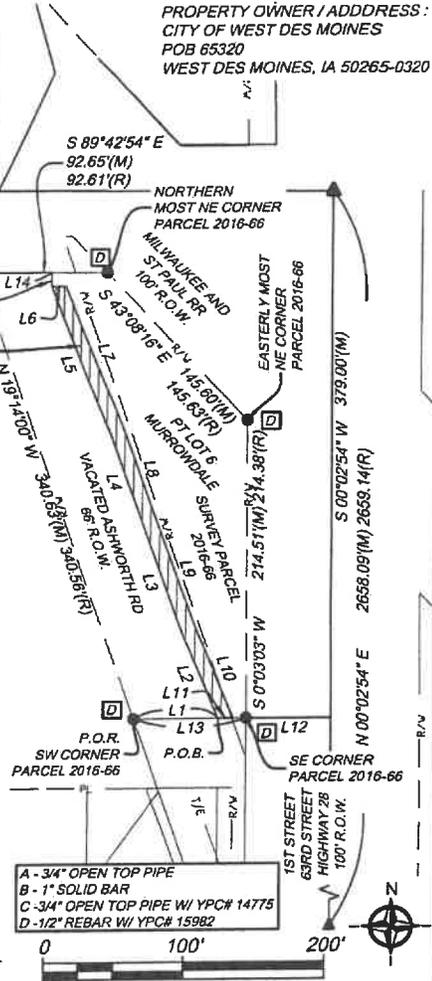
REFERRING TO THE SOUTHWEST CORNER OF SAID PARCEL 2016-66; THENCE NORTH 89°(DEGREES) 43'(MINUTES) 04"(SECONDS) EAST, 59.76 FEET ON THE SOUTH LINE OF SAID PARCEL TO THE POINT OF BEGINNING; THENCE NORTH 22°19'02" WEST, 65.70 FEET; THENCE NORTH 19°42'18" WEST, 84.45 FEET; THENCE NORTH 19°35'15" WEST, 69.94 FEET; THENCE NORTH 22°08'57" WEST, 113.24 FEET; THENCE SOUTH 89°42'54" EAST, 10.82 FEET; THENCE SOUTH 22°08'57" EAST, 109.34 FEET; THENCE SOUTH 19°35'15" EAST, 70.15 FEET; THENCE SOUTH 19°42'18" EAST, 84.21 FEET; THENCE SOUTH 22°19'02" EAST, 69.52 FEET TO SAID SOUTH LINE; THENCE SOUTH 89°43'04" WEST, 10.79 FEET ON SAID SOUTH LINE TO THE POINT OF BEGINNING. CONTAINING: (3,333 SQUARE FEET) 0.08 ACRES, OF WHICH (387 SQUARE FEET) 0.01 ACRES ARE ALSO PART OF A PERMANENT STORM SEWER EASEMENT, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

- LEGEND**
- ▲ FND. SECTION CORNER (AS NOTED)
 - △ SET SECTION CORNER
 - △ FOUND PROPERTY CORNER (AS NOTED)
 - SET 5/8"x24" REBAR W/ YELLOW PLASTIC CAP #17340 OR CUT "X"
 - X CALCULATED POINT NOT SET
 - M MEASURED
 - R RECORDED PREVIOUSLY
 - P.O.R. POINT OF REFERENCE
 - P.O.B. POINT OF BEGINNING
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - R/W--- EXISTING RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - P/L--- PROPERTY LINE
 - ////// PUBLIC UTILITY EASEMENT

- NOTES**
1. MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETE
 2. ERROR OF CLOSURE FOR THIS PLAT IS WITHIN 1:5000



- A - 3/4" OPEN TOP PIPE
- B - 1" SOLID BAR
- C - 3/4" OPEN TOP PIPE W/ YPC# 14775
- D - 1/2" REBAR W/ YPC# 15982

SCALE 1" = 100'
 FIELD SURVEY COMPLETED: MAY 2019

I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

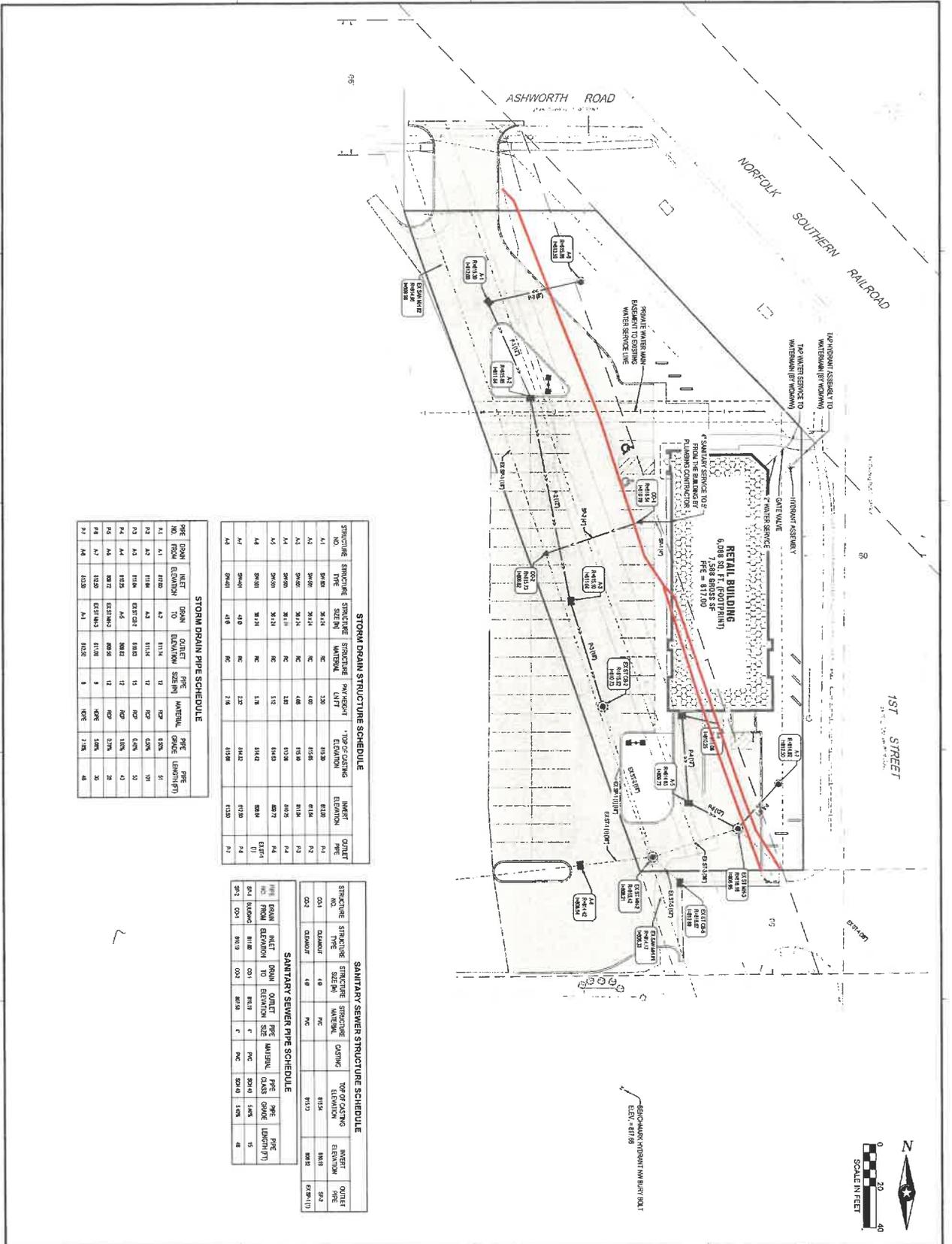
Chad W. Marsh 8-11-20
 CHAD W. MARSH DATE
 License Number 17340
 My license renewal date is DECEMBER 31, 2020
 Pages or sheets covered by this seal:
 This Sheet Only



SURVEY FOR:
 CITY OF WEST DES MOINES
 4200 MILLS CIVIC PKWY
 WEST DES MOINES, IA 50265
 PHONE: (515) 222-3475

KIRKHAM MICHAEL
 CONSULTING ENGINEERS
 Kirkham Michael
 4390 114th Street
 Urbandale, IA 50322
 Phone: 515-270-0848 Fax: 515-270-1067

SHEET
 1 OF 1



STORM DRAIN PIPE SCHEDULE

STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (IN)	PIPE MATERIAL	PIPE SCHEDULE	PIPE LENGTH (FEET)	INLET ELEVATION	OUTLET ELEVATION
A1	SMALL	18	PC	125	11.30	818.0	818.0
A2	SMALL	18	PC	125	11.30	818.0	818.0
A3	SMALL	18	PC	125	11.30	818.0	818.0
A4	SMALL	18	PC	125	11.30	818.0	818.0
A5	SMALL	18	PC	125	11.30	818.0	818.0
A6	SMALL	18	PC	125	11.30	818.0	818.0
A7	SMALL	18	PC	125	11.30	818.0	818.0
A8	SMALL	18	PC	125	11.30	818.0	818.0
A9	SMALL	18	PC	125	11.30	818.0	818.0
A10	SMALL	18	PC	125	11.30	818.0	818.0
A11	SMALL	18	PC	125	11.30	818.0	818.0
A12	SMALL	18	PC	125	11.30	818.0	818.0
A13	SMALL	18	PC	125	11.30	818.0	818.0
A14	SMALL	18	PC	125	11.30	818.0	818.0
A15	SMALL	18	PC	125	11.30	818.0	818.0
A16	SMALL	18	PC	125	11.30	818.0	818.0
A17	SMALL	18	PC	125	11.30	818.0	818.0
A18	SMALL	18	PC	125	11.30	818.0	818.0
A19	SMALL	18	PC	125	11.30	818.0	818.0
A20	SMALL	18	PC	125	11.30	818.0	818.0

SANITARY SEWER PIPE SCHEDULE

STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (IN)	PIPE MATERIAL	PIPE SCHEDULE	PIPE LENGTH (FEET)	INLET ELEVATION	OUTLET ELEVATION
S1	SMALL	18	PC	125	11.30	818.0	818.0
S2	SMALL	18	PC	125	11.30	818.0	818.0
S3	SMALL	18	PC	125	11.30	818.0	818.0
S4	SMALL	18	PC	125	11.30	818.0	818.0
S5	SMALL	18	PC	125	11.30	818.0	818.0
S6	SMALL	18	PC	125	11.30	818.0	818.0
S7	SMALL	18	PC	125	11.30	818.0	818.0
S8	SMALL	18	PC	125	11.30	818.0	818.0
S9	SMALL	18	PC	125	11.30	818.0	818.0
S10	SMALL	18	PC	125	11.30	818.0	818.0
S11	SMALL	18	PC	125	11.30	818.0	818.0
S12	SMALL	18	PC	125	11.30	818.0	818.0
S13	SMALL	18	PC	125	11.30	818.0	818.0
S14	SMALL	18	PC	125	11.30	818.0	818.0
S15	SMALL	18	PC	125	11.30	818.0	818.0
S16	SMALL	18	PC	125	11.30	818.0	818.0
S17	SMALL	18	PC	125	11.30	818.0	818.0
S18	SMALL	18	PC	125	11.30	818.0	818.0
S19	SMALL	18	PC	125	11.30	818.0	818.0
S20	SMALL	18	PC	125	11.30	818.0	818.0

STORM DRAIN PIPE SCHEDULE

PIPE NO.	INLET ELEVATION	SOAK TO ELEVATION	PIPE SIZE (IN)	PIPE MATERIAL	PIPE SCHEDULE	PIPE LENGTH (FEET)
A1	818.0	817.4	12	PC	125	51
A2	818.0	817.4	12	PC	125	51
A3	818.0	817.4	12	PC	125	51
A4	818.0	817.4	12	PC	125	51
A5	818.0	817.4	12	PC	125	51
A6	818.0	817.4	12	PC	125	51
A7	818.0	817.4	12	PC	125	51
A8	818.0	817.4	12	PC	125	51
A9	818.0	817.4	12	PC	125	51
A10	818.0	817.4	12	PC	125	51
A11	818.0	817.4	12	PC	125	51
A12	818.0	817.4	12	PC	125	51
A13	818.0	817.4	12	PC	125	51
A14	818.0	817.4	12	PC	125	51
A15	818.0	817.4	12	PC	125	51
A16	818.0	817.4	12	PC	125	51
A17	818.0	817.4	12	PC	125	51
A18	818.0	817.4	12	PC	125	51
A19	818.0	817.4	12	PC	125	51
A20	818.0	817.4	12	PC	125	51

ERIK'S BIKE SHOP WEST DES MOINES

UTILITY PLAN

C3-20

ISG

PRELIMINARY NOT FOR CONSTRUCTION

Prepared by/Return to: R.J. Scieszinski, City Attorney, PO Box 65320, W. Des Moines, IA 50265-0320 (515) 222-3614

CONTINUING IRREVOCABLE INDEMNIFICATION AGREEMENT

THIS CONTINUING IRREVOCABLE INDEMNIFICATION AGREEMENT (this "**Indemnity Agreement**") is made and entered into by **THE CITY OF WEST DES MOINES, IOWA**, an Iowa municipal corporation (the "**City**") as of this ____ day of October, 2020.

RECITALS:

- A. The City is the owner of certain real property situate in Polk County, Iowa, legally described on Exhibit A attached hereto and incorporated herein by reference (the "**Subject Property**"); and
- B. The City has entered into an agreement with EBS Property Iowa, LLC, a Minnesota limited liability company ("**EBS Property Iowa**") to sell and convey the Subject Property to EBS Property Iowa; and
- C. There is located on the Subject Property certain underground conduit fiber optic lines (the "**Fiber Optic Lines**") purportedly owned by CenturyLink Communications, LLC, a Delaware limited liability company ("**CenturyLink**") without the benefit of a recorded easement; the locations of the Fiber Optic Lines are depicted on Exhibit B attached hereto and incorporated herein by reference; and
- D. The Fiber Optic Lines were installed under the Subject Property without the benefit of a recorded easement create a marketability of title issue and create concerns regarding the contemplated development of the Subject Property by EBS Property Iowa; and
- E. To resolve such issues, the City has granted to CenturyLink a Fiber Optic Easement dated October ____, 2020 and recorded in the office of the Polk County, Iowa Recorder on _____, 2020 in Book _____, Page _____ (the "**CenturyLink Easement**") over a portion of the Subject Property legally described in the CenturyLink Easement (the "**Easement Area**"); however, CenturyLink is not a party to the CenturyLink Easement; and

- F. EBS Property Iowa intends to develop the Subject Property by constructing thereon a retail building on the location depicted on Exhibit C attached hereto and incorporated herein by reference (the “**Improvements**”) and lease the Improvements to Erik’s Bike Shop, Inc., a Minnesota corporation (“**EBS**”); and
- G. The Improvements will be constructed over the Fiber Optic Line and the Easement Area; and
- H. EBS Property Iowa will not acquire the Subject Property from the City and construct the Improvements thereon without the benefit of this Indemnity Agreement; and
- I. It is the pecuniary interest of the City that EBS Property Iowa acquire the Subject Property and construct the Improvements thereon and the City is entering into this Indemnity Agreement to induce EBS Property Iowa to acquire the Subject Property, construct the Improvements thereon, and lease the Improvements to EBS.

NOW THEREFORE, in consideration of the matters stated in the above Recitals and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce EBS Property Iowa to acquire the Subject Property and construct the Improvements thereon and for EBS to enter into a lease agreement for the Improvements, the City hereby agrees as follows:

1. All of the above Recitals are agreed to be true and correct statements of fact and are incorporated into this Indemnity Agreement by reference.
2. The City hereby irrevocably agrees to indemnify, defend and hold EBS Property and EBS, and their respective successors and assigns, including without limitation any future owner, mortgagee or tenant of the Subject Property or the Improvements (collectively, the “**Indemnified Parties**”), harmless from and shall reimburse the Indemnified Parties for, any and all claims, demands, judgments, penalties, liabilities, costs, damages and expenses, directly or indirectly incurred by any of the Indemnified Parties, including court costs and attorneys' fees (prior to trial, at trial and on appeal), in any claim, action (including without limitation any action seeking temporary, permanent, prohibitive or mandatory injunctive relief), administrative proceeding or negotiations against or involving any of the Indemnified Parties and specifically including without limitation (i) any direct and/or consequential damages incurred by EBS Property Iowa during the construction of the Improvements, including any additional costs incurred as a result of construction delays or increased costs of construction, and (ii) any damage, disruption or detrimental effect to the Improvements or the construction, repair and replacement of the Improvements now or hereafter located over the Fiber Optic Lines and the Easement Area, and which are claimed to be due or result from the continued location, maintenance, repair or relocation by CenturyLink Communications and its successors and assigns of the Fiber Optic Lines, or which arise from any claim, action or proceeding of CenturyLink or any other beneficial owner or user of the Fiber Optic Lines and the Century Link Easement or its successors and assigns or any other beneficial owner or user of the Fiber Optic Lines or the CenturyLink Easement, that the construction, repair and replacement of the Improvements

now or hereafter located on the Easement Area are prohibited, unpermitted, or interfere in any way with the rights of CenturyLink or its successors and assigns or any other beneficial owner or user of the Fiber Optic Lines or the CenturyLink Easement, to locate, operate, access, maintain, repair, replace, add to, or remove the Fiber Optic Lines.

3. This Indemnity Agreement shall be a continuing obligation of the City, is not revocable by the City, and runs with the land, and is to and for the benefit of and is enforceable by any of the Indemnified Parties.
4. The obligations and liability of City under this Indemnity Agreement shall in no way be waived, released, discharged, reduced, mitigated or otherwise affected by any neglect, delay or forbearance of EBS Property Iowa or any of the other Indemnified Parties in demanding, requiring or enforcing payment or performance of the obligations and liability of the City hereunder. No action or proceeding brought or instituted under this Indemnity Agreement and no recovery made as a result thereof shall be a bar or defense to any further action or proceeding under this Indemnity Agreement.
5. The City shall reimburse EBS Property Iowa and the other Indemnified Parties for all reasonable attorneys' fees and expenses incurred in connection with the enforcement of the Indemnified Parties' rights under this Indemnity Agreement, including those incurred in any case, action, proceeding or claim under the federal Bankruptcy Code or any successor statute.
6. The City represents and warrants to EBS Property Iowa, EBS and the other Indemnified Parties that this Indemnity Agreement was duly adopted by and approved by the City in accordance the laws of the State of Iowa and the ordinances of the City as evidenced by a certified copy of the resolutions attached hereto as Exhibit D, which have been duly and finally adopted by the [City Council] of the City and are not subject to revocation or appeal.
7. The City specifically disavows any responsibility, obligation or liability to any party other than as the Indemnified Parties for any damage, disruption or detrimental effect to the Improvements or any other improvements now or hereafter located on the Easement Area due to the continued location, maintenance, repair or relocation of the Fiber Optic Lines.
8. The validity, construction and enforceability of this Indemnity Agreement shall be governed by the laws of the State of Iowa, without giving effect to conflict of laws principles thereof. Whenever possible, each provision of this Indemnity Agreement shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Indemnity Agreement shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Indemnity Agreement.
9. This Indemnity Agreement does not waive any legal or equitable right or interest of the City for damages incurred or recovery of payments made by the City from any parties other

than the Indemnified parties due to the use of the CenturyLink Easement by Century or its successors and assigns.

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 October, 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 5th day of October, 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

2082912_2

EXHIBIT A
Legal Description of Subject Property

EXHIBIT B
Depiction of Lines Location of Fiber Optic

EXHIBIT C
Depiction of Location of the Improvements

EXHIBIT D
Certified Copy of the City Resolution

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

DATE: October 5, 2020

ITEM: Resolution - Approval and Acceptance of Purchase Agreement and Conveyance of Property Interest for Construction of the Ashworth Road Reconstruction Phase 4 – 88th Street (North) to 88th Street (South) Project.

FINANCIAL IMPACT: \$19,250.00 (previously budgeted)

SYNOPSIS: Property interest necessary for Construction of the Ashworth Road Reconstruction– 88th Street (North) to 88th Street (South) Project has been acquired through a negotiated purchase agreement at the appraised fair market value established by a compensation estimate prepared by JCG Land Services, Inc. from the owner shown on **Exhibit “A”**. The attached resolution approves the purchase agreement and, for policy and title purposes, formally accepts the property interest and authorizes the filing of all relevant documents. Costs associated with acquisition of the property interests will be paid from Account No. 500.000.000.5550.730, Project No. 0510-051-2019.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION:

Adopt Resolution Approving and Accepting Purchase Agreement and Conveyance of Property Interest to the City of West Des Moines for Construction of the Ashworth Road Reconstruction Phase 4 – 88th Street (North) to 88th Street (South) Project.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO. _____

**AUTHORIZING APPROVAL AND ACCEPTANCE OF PURCHASE AGREEMENT AND
CONVEYANCE OF PROPERTY INTEREST FOR ASHWORTH ROAD RECONSTRUCTION PHASE 4
– 88TH STREET (NORTH) TO 88TH STREET (SOUTH) PROJECT, PROJECT NO. 0510-051-2019**

WHEREAS, on July 6, 2020, the City Council of the City of West Des Moines, Iowa established the fair market value and authorized the acquisition of property and easements, including any leasehold interests, necessary for Ashworth Road Reconstruction – 88th Street (North) to 88th Street (South) Project, Project No. 0510-051-2019; and

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

WHEREAS, the City of West Des Moines has negotiated a purchase agreement for the acquisition of property interests necessary for the Project; and

WHEREAS, the name of the property owner and the fair market value, established by a compensation estimate prepared by JCG Land Services, Inc., of the property to be acquired through purchase agreement are attached hereto as **Exhibit “A”** and made a part of this resolution; and

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

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

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

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

PASSED AND ADOPTED this 5th day of October, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**ASHWORTH ROAD RECONSTRUCTION PHASE 4
- 88TH STREET (N) TO 88TH STREET (S)
PROJECT NO. 0510-051-2019**

EXHIBIT/ PARCEL	PROPERTY OWNER	ACQUIRED PRICE-FMV	SUMMARY
7	Peter G Lynch Revocable Trust 10/5/2013 Christine A Lynch Revocable Trust 10/5/2013 8940 Wendover Road West Des Moines	\$19,250.00	
	TOTAL	\$19,250.00	

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

DATE: October 5, 2020

ITEM: Resolution - Approval and Acceptance of Conveyance of Property Interests for Grand Avenue West Sewer Segments 3 & 4 Project

FINANCIAL IMPACT: \$485.00 (previously budgeted)

SYNOPSIS: Property interests necessary for Construction of the Grand Avenue West Sewer Segments 3 & 4 Project (“Project”) have been secured through dedication and temporary easement contract at the appraised fair market value established by a compensation estimate prepared by JCG Land Services, Inc. from the owners shown on **Exhibit “A”**. The attached resolution approves the Temporary Easement Contract and, for policy and title purposes, formally accepts the property interests and authorizes the filing of all relevant documents. Costs associated with acquisition of the property interests will be paid from Account No. 640.000.000.5550.730, Project No. 0510-028-2016. A concurrent request is before the Council to Order construction of the Project.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION:

Adopt a Resolution approving and accepting Conveyance of Property Interests to the City of West Des Moines for Construction of the Grand Avenue West Sewer Segments 3 & 4 Project.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION NO.

**AUTHORIZING APPROVAL AND ACCEPTANCE OF TEMPORARY EASEMENT CONTRACT AND
CONVEYANCE OF PROPERTY INTERESTS FOR THE GRAND AVENUE WEST SEWER
SEGMENTS 3 & 4, PROJECT NO. 0510-028-2016**

WHEREAS, on August 8, 2016, the City Council of the City of West Des Moines, Iowa approved the preparation of Plans, Specifications, Form of Contract, and Estimate of Cost for the Grand Avenue West Sewer Segments 3 & 4 Project, Project No. 0510-028-2016 ("Project"); and

WHEREAS, on this date, the City of West Des Moines Director of Engineering is submitting a concurrent request to Order Construction of the Project from the Council; and

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

WHEREAS, the City of West Des Moines has obtained property interests through dedication and a negotiated Temporary Easement Contract for the acquisition of property interests necessary for the Project; and

WHEREAS, the names of the property owners and the fair market value, established by a compensation estimate prepared by JCG Land Services, Inc., of the property interest to be acquired through Temporary Easement Contract is attached hereto as **Exhibit "A"** and made a part of this resolution; and

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

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

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

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

PASSED AND ADOPTED this 5th day of October, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

Exhibit "A"

**GRAND AVENUE WEST SEWER SEGMENTS 3 & 4
PROJECT NO. 0510-028-2016**

EXHIBIT/ PARCEL	PROPERTY OWNER	ACQUIRED PRICE-FMV	SUMMARY
1, 2	Des Moines University Osteopathic Medical Center 8180 Booneville Road West Des Moines	\$0.00	Dedicated
3	Deanna Jane Wilson Revocable Trust 7625 Booneville Road West Des Moines	\$485.00	
	TOTAL	\$485.00	

NO CHANGE FROM PREVIOUS READING

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

Date: October 5, 2020

ITEM: Erik's Bikes PUD, 950 1st Street – Establish the Erik's Bikes Planned Unit Development – EBS Property Iowa, L.L.C. – ZC-004771-2020

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

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant and owner, EBS Property Iowa, L.L.C., d/b/a Erik's Bike Shop, is requesting approval of a rezoning request to establish the Erik's Bikes Planned Unit Development (PUD) for an approximately 38,364 square-foot site located at 950 1st Street. The applicant is proposing to construct a retail bike store on the subject property. Erik's Bike Shop is moving from its current location at 301 Grand Avenue to this site due to the anticipated widening of Grand Avenue in 2021 and the existing store being located within the expanded right-of-way of Grand Avenue.

Previous Council Action:

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

Date: September 21, 2020

Motion: Approval of the First Reading of the Ordinance to establish the Erik's Bikes PUD to allow for commercial development.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the Ordinance in final form, subject to the applicant meeting all City Code requirements.

Lead Staff Member: Brian Portz *BP*

Staff Reviews:

Department Director	<i>LMT</i>
Appropriations/Finance	
Legal	<i>DS</i>
Agenda Acceptance	<i>JP</i>

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	September 4, 2020
Letter sent to surrounding property owners	September 3, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	July 6, 2020 & August 17, 2020		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Proposed PUD Ordinance Amendment
- Exhibit A - PUD Sketch Plan
- Exhibit B - Architectural Precedent Images

Prepared by: B. Portz, Development Services, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265
Return To: City Clerk, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265
Tax Statement: Not Applicable

ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019 BY AMENDING TITLE 9, ZONING, CHAPTER 9, PLANNED UNIT DEVELOPMENT DISTRICT, PERTAINING TO P.U.D. (PLANNED UNIT DEVELOPMENT) DISTRICT REGULATIONS AND GUIDELINES.

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

SECTION 1. AMENDMENT: Amend the Zoning Map of the City of West Des Moines, Iowa, to change the zoning of the following legally described property from Unzoned to Erik's Bikes Planned Unit Development (PUD):

LEGAL DESCRIPTION:

PART OF THE VACATED ASHWORTH ROAD RIGHT OF WAY AND PART OF LOT 6, MURROWDALE, AN OFFICIAL PLAT, 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 SOUTHWEST CORNER OF LOT 2, MC CURNIN PLACE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; THENCE NORTH 89°33'08" EAST, 283.54 FEET ON THE SOUTH LINE OF SAID LOT 2 TO THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 2 AND THE WEST RIGHT OF WAY LINE OF VACATED ASHWORTH ROAD; THENCE NORTH 19°21'41" WEST, 52.85 FEET ON THE WEST RIGHT OF WAY LINE OF VACATED ASHWORTH ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 19°21'41" WEST, 340.56 FEET ON THE WEST RIGHT OF WAY LINE OF VACATED ASHWORTH ROAD TO A POINT; THENCE SOUTH 89°51'00" EAST, 92.61 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILWAY; THENCE SOUTH 43°15'37" EAST, 145.63 FEET ON THE WEST RIGHT OF WAY LINE OF THE NORFOLK SOUTHERN RAILWAY TO A POINT 60.00 FEET WEST OF AND MEASURED PERPENDICULAR TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5TH P.M.; THENCE SOUTH 0°05'00" EAST, 214.38 FEET ON A LINE PARALLEL TO AND 60.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 11; THENCE SOUTH 89°33'08" W, 79.82 FEET ON A LINE PARALLEL TO AND 50.00 FEET NORTH OF SAID LOT 2, MC CURNIN PLACE TO THE POINT OF BEGINNING CONTAINING 0.88 ACRES, MORE OR LESS.

SECTION 2. DEVELOPMENT INTENT: The Erik's Bikes PUD intends to provide a framework for development standards reflective of the realities and constraints of redevelopment and to establish design standards to reinforce the intent of the Grand Avenue Redevelopment Plan to respect the context of the area and create a neighborhood identity that recognizes the area's original development history. The Erik's Bikes PUD is located within the area identified for redevelopment by the Grand Avenue Redevelopment Plan. Redevelopment in this area is intended to create a special iconic district within the city of West Des Moines known as the Val-Gate district. All development within this district must be in furtherance of the goals of the Grand Avenue Redevelopment Plan. The city of West Des Moines Val-Gate district Grand

Avenue Redevelopment Plan and all appendices and exhibits, as amended, are hereby incorporated as part of the Erik's Bikes PUD.

The Grand Avenue Redevelopment Plan identifies major street patterns, access and interconnection points, district streetscape locations and typical design including signage and pedestrian elements. The intent of the redevelopment plan is to provide a tool that can be used to promote the communication and cooperation between adjacent property owners and developers within the overall district to create and ensure a cohesive and unified development.

Properties within the Grand Avenue Redevelopment Plan may be referred to as the Val-Gate district.

SECTION 3. SKETCH PLAN: Attached hereto (or on file with the city) and made a part of this rezoning approval, for concept description and delineation is the Sketch Plan document for Erik's Bikes PUD marked Exhibit "A". The Sketch Plan is a graphic representation of the property included in the PUD for the purpose of easier reference for the applicable regulations of this Ordinance. Wherever conflict occurs between the written text in this document and the notations on the Sketch Plan, the written text shall prevail.

SECTION 4. REQUIRED PLANS: The following plans shall be required as a part of the processing of any development application for any property within the Erik's Bikes PUD:

- A. **Planned Unit Development:** A planned unit development (PUD) identifies detailed development criteria for specific areas within the Grand Avenue Redevelopment Plan area. The planned unit development shall conform to the general development intent identified in the approved redevelopment plan. The planned unit development shall be reviewed by the Plan and Zoning Commission and adopted by the City Council by ordinance.

This document shall constitute the Planned Unit Development Ordinance for Erik's Bikes. On file in the city is a sketch plan that illustrates the overall site layout concept (Exhibit A). This document and any referenced documents or exhibits (on file with the city clerk) are intended to specify the components, parameters, and requirements to be adhered to and implemented in order to ensure the realization of the Grand Avenue Redevelopment Plan. It is recognized that modifications and changes may be necessary due to changes in building footprints, site details, and response to market demand. At the discretion of the Director of Development Services, changes to the layout of the development that are deemed to be "major" changes shall require an amendment to the sketch plan and ordinance, if applicable. Major amendments shall require the review and approval of the Plan and Zoning Commission and City Council.

Where the sketch plan and PUD language conflict, the PUD language shall prevail.

- B. **Development Applications (Site Plans or Modifications to a Site Plan):** Site plans for development within the Erik's Bikes PUD must meet the intent of the approved PUD. A site plan for the development of the site shall be submitted to the City of West Des Moines for review and approval prior to the development of any portion of the lot. Site plans for permitted uses which comply (as determined by the Director of Development Services or designee) with the design intent as set forth in this PUD will be subject to review via the City's development review process and shall receive final approval from the City Council following a recommendation from the Plan and Zoning Commission. Site plans for uses identified as Permitted Conditional (PC) shall require approval from the Board of Adjustment. At the discretion of the Director of Development Services, an amendment to the Erik's Bikes PUD may be required to bring consistency between the ordinance and site plan development proposed.

SECTION 5. COMPLIANCE WITH CODE: Unless otherwise specified herein, the development of the Erik's Bikes PUD shall comply with the provisions of the West Des Moines city code.

SECTION 6. DEVELOPER RESPONSIBILITIES:

- A. Unless otherwise specifically approved by the City Council, the developer, its successors and/or assigns, if any, shall pay all planning, engineering, and construction costs for the development of the Planned Unit Development as required by this ordinance, and shall pay all costs related to approved

site plans, which may include, but is not limited to, the cost of all storm sewers, sanitary sewers, water mains and service lines, drainageway improvements, detention basins, buffers, and other improvements as required. No occupancy permits, either temporary or permanent, shall be issued until all necessary improvements applicable to the area/lot or structure requesting occupancy are installed and accepted by the City of West Des Moines. Nothing in this ordinance shall be construed to prevent the developer, its successors and/or assigns, if any, from entering into private agreement(s) as it/they may desire to share the cost of improvements.

- B. The developer shall be responsible for the maintenance of the area encompassing the streetscape easement and related public right of way, including trash removal for the trash receptacles.
- C. Developer's responsibilities include all obligations contained in this section as well as those responsibilities set forth in this ordinance.

SECTION 7. LAND USE: All general use regulations and provisions set forth in title 9, "Zoning", of the West Des Moines city code for the Community Commercial district (CMC), shall apply to any development proposal within the Erik's Bikes PUD area, unless noted elsewhere within this ordinance.

- A. Allowed Uses: Uses allowed for parcels within Erik's Bikes PUD shall be those uses identified as permitted or permitted conditional for the Community Commercial (CMC) district.
- B. Prohibited Uses: The following uses normally allowed in the Community Commercial (CMC) district shall be prohibited in the Erik's Bikes PUD:

SIC 4522	Helicopter/helistop
SIC 4925	Mixed, manufactured or liquefied petroleum gas production and/or distribution (except: production and manufacturing)
SIC 58	Eating and drinking places
SIC 592	Liquor stores
SIC 5999	Adult entertainment establishment
SIC 6099-9901	Functions related to deposit banking NEC: Check cashing agencies
SIC 6141	Personal credit institutions (a.k.a., delayed deposit lenders)
SIC 75	Automotive repair, services, and parking

- C. Drive-Throughs: No drive-throughs, regardless of type, shall be permitted within the Erik's Bikes PUD.

SECTION 8. VEHICLE TRIP ALLOCATION: The traffic study completed by the city of West Des Moines dated July 20, 2020 and approved for the Erik's Bikes PUD parcels estimates a total of 286 average daily trips (ADT); 7 A.M. peak; and 29 P.M. peak vehicle trips collectively for the development. These numbers constitute the number of total vehicle trips allocated to the Erik's Bikes PUD. The combination of tenants/uses within the PUD area cannot collectively generate vehicle trips which exceed that allocated as indicated.

Development of the PUD area and implementation of desired land uses will be limited by the available number of trips designated above for the Erik's Bikes PUD, as well as compliance with all applicable regulations within this ordinance or city code. The traffic to be generated must be less than or equal to that allocated. The traffic allocation indicated above shall be an entitlement to the PUD area. Traffic generation due to subsequent redevelopment, expansion or change of use shall not exceed the maximum traffic allocation stated previously. Alternate uses to that currently anticipated may be allowed, following

completion of an amendment to the approved traffic study analyzing the proposed alternative and appropriate city approval if the existing uses and the proposed change(s) collectively do not exceed 286 average daily trips (ADT); 7 A.M. peak; and 29 P.M. peak vehicle trips allocated to this parcel.

Overall trips for the Val-Gate district must remain within the caps established for the Val-Gate district as a whole which were established as part of the Grand Avenue Redevelopment Plan traffic study. Future development within the Erik's Bikes PUD may be limited by available trips due to traffic generated elsewhere within the district.

SECTION 9. STORMWATER MANAGEMENT PLAN: A master stormwater management plan (MSWMP) for the entire Grand Avenue redevelopment area which governs the overall stormwater management of the Val-Gate district has been prepared by the City of West Des Moines. Specific stormwater management plans (SWMP) will be required with the submittal of each site development plan. The specific stormwater plans shall be prepared at the developer's expense, by a professional engineer licensed in the state of Iowa. All specific stormwater management plans shall comply with the city's applicable design standards for stormwater management existing at the time each development (site plan) is approved. Said SWMP must demonstrate compliance with the Grand Avenue Redevelopment master stormwater management plan, if available, at the time of site plan approval.

The developer(s) of the Erik's Bikes PUD shall be required to participate in the Grand Avenue redevelopment stormwater management facilities per their pro rata share of stormwater contribution for the Val-Gate district.

SECTION 10. SITE ACCESS: Two permanent access drives to the Erik's Bikes PUD shall be allowed.

A. Access Locations:

1. The northern entrance shall be a shared access with the property to the west with the execution of a private access easement.
2. The southern entrance to the PUD will also be a shared access with the property to the west. The drive shall be accessed from a new east/west road from an existing driveway from 1st Street. This access road shall be constructed by the City.

SECTION 11. PARKING:

A. Off Street Parking:

1. All off street parking areas shall be sited and landscaped to mitigate visibility thereof from street rights of way and pedestrian pathways. Parking areas shall be screened to a minimum height of three feet (3').
2. Parking stall measurements and drive aisle widths shall conform to title 9, chapter 15 of the city code.
3. It is desired that all off street parking areas be aesthetically improved to reduce obtrusive characteristics that are inherent to their function. Landscape islands and/or pods shall be implemented in accordance with title 9, chapter 19 of the city code of West Des Moines except that parking rows along a building face shall only be required to implement terminal islands at the end of parking rows and shall not be required to provide intermediate islands within a linear row of parking.

B. Parking Ratios: The minimum number of parking stalls provided shall be 3.5 parking spaces per one thousand (1,000) square feet of gross floor area of the primary building. A shared parking agreement will be utilized with the property to the west to provide a portion of the required parking.

C. Off Street Parking Lot Setbacks: Parking shall be set back so as to provide a minimum of ten feet (10') from the ultimate street right of way of 1st Street and Ashworth Road. No minimum setback shall be required along the west property line because of shared parking that will be utilized with the property to the west.

SECTION 12. PEDESTRIAN ELEMENTS: The Erik's Bikes PUD, in alignment with the Grand Avenue Redevelopment Plan, aims to encourage pedestrian movement and opportunities for pedestrian interaction

through the implementation of multiple and connected pathways to and from parcels within the redevelopment area. In addition, to encourage pedestrian activity, site furniture and benches for pedestrian use shall be provided along public streets within an area of enhanced landscaping. One pedestrian area shall be provided for every two hundred linear feet (200') of frontage (streetscape). Each pedestrian area shall contain at a minimum two (2) benches and one trash receptacle. These pedestrian areas may be spaced along the frontage or grouped to create more of a larger plaza area. Development of these areas shall comply with the Grand Avenue Redevelopment Plan guidelines with details of the development of each area to be specified, reviewed, and approved at the time of site plan development. Unless otherwise specified, the installation of these pedestrian elements shall be by the developer of the Erik's Bikes PUD at the time of development. A public access easement will be required for the streetscape area at the time of site plan review to allow public use of the pedestrian elements.

SECTION 13. LANDSCAPING: Landscaping must be provided in accordance with city code unless otherwise modified within this ordinance. Details regarding specific varieties, exact quantities, and the minimum size at time of planting shall be provided and approved as part of the site plan submittal and shall meet the general guidelines in respect to the minimum plant sizes traditionally applied to development within the city. The minimum vegetation quantities specified within this ordinance will need to be provided. The provision of additional vegetation above the minimum amount required may be necessary to fulfill the intent (i.e., visual mitigation/screening) of the required landscaping.

A. **Open/Green Space:** Due to the nature of the intended redevelopment in respect to existing development pattern, uses, and densities, the amount and locations of open space and green space/vegetation within the redevelopment area will vary. As a general rule, the maximum amount of "green" (open lawn areas and vegetation) should be provided within a site. To allow the most flexibility in planning, the site shall attempt to provide a minimum of twenty-five percent (25%) open space; however, the PUD area shall not contain less than fifteen percent (15%) open space or more than eighty-five percent (85%) impervious surface. Plaza and streetscape areas along with any areas associated with outdoor pedestrian use may be counted toward fulfilling the minimum open space requirement. Plazas and outdoor pedestrian use areas to be counted toward fulfilling minimum open space requirements may be paved (impervious) as long as the paving is part of a planned hardscape and softscape enhancement of the plaza or pedestrian area.

A minimum of two (2) trees and three (3) shrubs shall be provided for every three thousand (3,000) square feet of required open space which shall be based on twenty-five percent (25%) of the site regardless of the actual amount provided. Of the required trees, fifty percent (50%) shall be of an overstory or evergreen variety unless otherwise done for design intent and specifically approved by the appropriate reviewing body. No substitution for required trees is allowed; however, a twenty (20) square foot mass planting of perennial flowers or ornamental grasses may be substituted for three (3) shrubs. The incorporation of evergreen vegetation is encouraged to provide winter substance within the landscape. Vegetation required as part of the open space may be placed into off street parking areas, streetscape areas or required buffers but is in addition to vegetation required of streetscape areas.

B. **Streetscaping:** A landscaped edge with hardscape elements or "streetscape" shall be provided along 1st Street and Ashworth Road. These streetscapes are intended to provide desired green to the city, reinforce a district identity, provide visual screening of parking and other negative site elements, bring human scale to adjoining buildings and provide traffic calming benefits. The streetscape shall be accomplished in accordance with the Grand Avenue Redevelopment Plan streetscaping intent and shall include vegetation, furniture, and ornamental stone wall screening elements as illustrated in the Redevelopment plan. Monument signs and pedestrian elements such as patios and walkways may encroach into the streetscape area; however, no buildings or off-street parking may encroach.

A minimum ten-foot (10') streetscape easement shall be provided parallel with 1st Street and Ashworth Road to provide area for district streetscape, signage and to maintain utility corridors. The developer shall provide the necessary easement at the time of final plat.

Streetscape landscaping shall be placed within the streetscape easement on the private property.

Landscape vegetation and amenities such as pedestrian benches and ornamental wall stones shall be implemented within the streetscape area to provide screening of off-street parking areas to a minimum height of three feet (3'). To aid in achieving this, a minimum of two (2) trees and ten (10) shrubs shall be required for every fifty linear feet (50') of streetscape distance. Of the required number of trees, a minimum of one-half (1/2) must be overstory in nature. No substitution of shrubs for required trees shall be allowed. Additionally, three (3) "ornamental wall stones" as illustrated in the Grand Avenue Redevelopment Plan shall be provided for every one hundred linear feet (100') of streetscape. It is recommended that the stones be clustered in groups of at least three (3) stones amongst and between groups of shrubs to provide mass and screening rather than be equally spaced along the streetscape length.

- C. Screening Of Negative Site Elements: Electrical transformers, trash dumpsters, service areas and loading docks, heating, ventilation, air conditioning, generators, utility meters, and other mechanical equipment which is located on, beside or adjacent to any building or development shall be visually screened from views from adjacent roadways, pedestrian paths, and adjoining properties.
- D. Vegetation Placement: Understory trees are an acceptable replacement for overstory trees and upright evergreen trees within public utility easements. The presence of utility easements shall not provide a basis for noncompliance with landscaping provisions found within this ordinance and within any applicable codes. The placement of public utility easements within streetscapes and buffer parks is discouraged due to the potential conflict between trees and the need to access the lines for repair.

SECTION 14. SIGNAGE: All proposed exterior signage or interior signage that is primarily placed to be viewed from outside of the building requires the review and approval of a sign permit by the City of West Des Moines. All signage shall follow the architectural theme of the Grand Avenue Redevelopment Plan and shall comply with title 9, chapter 18 of the city code except as modified herein or within the Grand Avenue Redevelopment Plan. Sign design and construction not typically allowed by code may be permitted by the sign administrator if it is deemed to carry and reinforce the design intent of the Val-Gate district. Allowance of alternate design and construction measures shall only be allowed if there is no other code compliant manner in which to create the sign. The use of LED illumination for signage emulating "neon style" lighting and relevant to the architectural theme of the district may be allowed with the approval of the Development Services Director or their designee. The following additional modifications to title 9, chapter 18 of the city code are hereby made:

A. Business Identification Signs:

1. Business identification signs, including wall, ground monument, roof, and projecting signs shall be consistent with and reinforce the design intent of the redevelopment plan.
2. This site shall be allowed one (1) square foot of wall signage per linear foot of building frontage along 1st Street and Ashworth Road. The allowed signage may be divided into multiple signs as long as the total amount of sign area earned, based upon the formulas above, is not exceeded. Wall signs shall not exceed one (1) square foot per the building façade's linear footage (i.e. a 20' long building side is allowed up to 20 sf of signage). If the front of a building faces away from the street frontage, that wall area for the front of the building would earn signage at a rate of one-half (1/2) square foot of sign area per linear footage of said wall.
3. A projecting sign shall be permitted as wall signage up to a maximum of thirty-five (35) square feet of the allowed wall signage for a building. Said sign shall be allowed to extend above the building roof no more than one-half (1/2) the height of the sign.
4. Ground monument signs shall be allowed in accordance with city code for the CMC district with the following exception:
 - a. The main sign structure shall not exceed thirty-five (35) square feet and five feet (5') in height. Up to an additional one foot (1') of height shall be allowed for columns or other architectural elements.
5. Window Signs: Window graphics must be less than twenty-five percent (25%) of the glazed surface on the windows on the same wall to be allowed as window signage, Window signage is not counted towards allowed building signage and no permit is required. If window graphics exceed the twenty-

five percent (25%) allowed, they are counted toward the allowed building signage and would require a permit.

6. Illuminated banding (led) may be allowed on the primary structure, canopy and/or monument signs if it is approved as part of the architectural design.
7. All signs: Lighted signs will be required to have a timer to shut off the sign illumination, as required in the City Sign Code, between 11:00 PM and 5:00 AM unless the business is open later than 11:00 PM, then the signs shall be shut off within one hour of closing.

SECTION 15. LIGHTING: Consistent with the redevelopment plan, the Erik's Bikes PUD shall incorporate a variety of light fixtures ranging from parking lot lights and roadway fixtures to pedestrian pathway lights. Lighting shall be IDA dark sky compliant unless otherwise approved by the City of West Des Moines. Included within section 6 of the Grand Avenue Redevelopment Plan are design specifications and requirements along with sketches and images of the intended lighting series. All lighting within the PUD area shall abide by these standards and be consistent in character to that illustrated in the Grand Avenue Redevelopment Plan and the Val-Gate district's iconic design intent.

As a part of the review of the site plan, a photometric plan must be submitted. During the review, the applicant must demonstrate how lighting will not adversely affect adjoining properties or patrons utilizing the public street system. Special care must be given to ensure excess light does not spill onto properties adjacent to, but not part of, the Val-Gate district.

The following general guidelines shall be in addition to the specific regulations stated within the Grand Avenue Redevelopment Plan regulations:

- A. **Street Lights:** The developer of the Erik's Bikes PUD shall pay the cost of streetlight installation adjacent to 1st Street and Ashworth Road as needed prior to approval of the associated Erik's Bikes site plan.
- B. **Parking Luminaries:** Fixtures shall be of a design to direct light downward and shall not have bulbs which are exposed and extend below the frame of the light fixture. Said fixtures shall not exceed twenty-five feet (25') in height as measured from the ground to the top of the light structure. Fixtures used shall be consistent throughout the Erik's Bikes PUD.
- C. **Building Lighting:** No wall packs or floodlighting without shields to direct the light to its intended target are allowed. In addition to cut off fixtures, particular attention shall be given to eliminate hot spots and light glare. Architectural accent lighting in keeping with the design intent of the Val-Gate district Redevelopment Plan may be allowed if approved as part of the architectural design.
- D. **Pedestrian Pathways:** Bollard or pole lighting may be implemented along pedestrian pathways. Pole lights shall not exceed fourteen feet (14') as measured from the ground to the top of the light fixture.

SECTION 16. ARCHITECTURE: Included within the Grand Avenue Redevelopment Plan is indication of the architectural style and illustrative examples of the architectural concepts which shall serve to guide the design of all buildings within Erik's Bikes PUD. All buildings in the PUD shall reinforce the concept depicted in the Grand Avenue Redevelopment Plan. Specific architecture for all buildings shall be evaluated as part of the site plan review and approval process.

All buildings within the Erik's Bikes PUD shall accommodate the following in building design:

- A. **Form And Scale:** Buildings should reinforce the aesthetic concept as depicted by the precedent images contained in the Grand Avenue Redevelopment Plan. Buildings shall be designed to relate specifically to the pedestrian in scale and variety. The following techniques should be used to meet this objective:
 1. Corporate architecture shall be prohibited except as permissible by the Grand Avenue Redevelopment Plan in that it reinforces the iconic imagery desired for the Val-Gate district.
 2. Buildings shall be organized to create a logical balance and relationship with the site, open spaces and circulation.

3. The building's design should meet context and site objectives such as providing gateways, creating linkages and framing or terminating views.
4. Variation in building height, mass and roof forms shall be provided while still maintaining an overall building continuity.
5. Shifts in building planes/facades and variation in exterior materials shall be incorporated to minimize long expanses of wall.
6. Variation in materials, material modules, expressed joints, textures, colors and details should be used to break up the mass of the buildings.
7. Variation in horizontal planes through the use of materials, color and projecting forms should be implemented to signify an entry and/or protect the pedestrian.
8. Ground floor retail areas should provide the maximum possible glazing toward sidewalks to provide pedestrians with visual interest.
9. A building's roof form and related details/materials are an integral part of the architectural design aesthetic. Roofs should not be designed as attention getting devices related to the reinforcement of signage or as an identifiable corporate image unless said identification is in keeping with the Grand Avenue Redevelopment Plan aesthetic.

B. **Material Quality And Detail:** All sides to each building are to receive high quality materials and finishes (360 degree architectural treatment). There are no "backs" to a building. Materials should be durable, economically maintained and of a quality that will maintain their appearance over a prolonged time.

1. Primary building materials shall include glass, steel, architectural precast concrete, composite materials, stone and brick. The use of natural wood and architectural metals shall be used in moderation and cannot be the predominate building material. Composite or metal panels shall use concealed fasteners and have finished edges. Concrete products shall have integrated color rather than surface applied paint or stain.
2. The following materials shall not be used for cladding unless specifically approved by the city of West Des Moines as part of the architectural elevations:
 - a. EIFS or synthetic stucco.
 - b. Concrete masonry units.
 - c. Tilt up precast concrete systems that are structural in appearance.
 - d. Materials that are intended for interior use.
3. Changes in materials should occur at either inside corners or where a detail is drawn to specifically accommodate a transition. Stone and brick materials should wrap corners several feet in order to provide authenticity to the materials.

SECTION 17. BULK REGULATIONS:

A. **Lot Size:** No minimum lot size shall be required.

B. **Building Height:** The height of a building shall conform to the limits prescribed by the zoning code for the CMC district unless otherwise specifically approved by the City Council after a recommendation from the Plan and Zoning Commission that the additional height is necessary and appropriate to achieve an architectural intent consistent with the goals of the Grand Avenue Redevelopment Plan.

C. **Building Setbacks:**

1. Unless otherwise specifically stated, setbacks shall be measured from the property line or ultimate street right of way line, whichever is more restrictive.
2. Building setbacks are to the main plane of the building excluding canopies and pedestrian arcades. It is encouraged that buildings should be pushed forward to locate adjacent to public and private streets and that parking should be located to the rear of buildings. Therefore:
 - a. Buildings shall be set back a minimum of ten feet (10') from public streets and from rear and side property lines.
 - b. Nothing herein, however, shall be construed as permitting the location of a building that will interfere with pedestrian or vehicle visibility at an intersection, sidewalks, trails, plazas, or maintenance of utilities.
3. Dumpster enclosures shall be located no closer than fifteen feet (15') from 1st Street and Ashworth Road and a minimum of five feet (5') from all other parcel boundaries. Dumpsters should be

opaquely screened from visibility from 1st Street and Ashworth Road. Whenever possible, dumpsters should be located and designed as an extension of the primary building. Freestanding dumpster enclosures should be located and landscaped to blend with the landscape and minimize their presence.

SECTION 18. REPEALER: All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 19. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 20. VIOLATIONS AND PENALTIES: Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Section 1 of the City Code of the City of West Des Moines, Iowa.

SECTION 21. OTHER REMEDIES: In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 22. EFFECTIVE DATE: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on this ____ day of _____ 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

I certify that the foregoing was published as Ordinance No. ____ on the ____ day of _____ 2020.

Ryan T. Jacobson, City Clerk

NO CHANGE FROM PREVIOUS READING

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

Date: October 5, 2020

ITEM: Amendment to City Code –Title 9, *Zoning*, Chapter 6, *Commercial and Office and Industrial Zoning District*, and Title 9, *Zoning*, Chapter 15, *Off-Street Parking and Loading*, to allow SIC 7922 Theatrical Producers (except Motion Pictures) and Miscellaneous Theatrical Services in the General Industrial and Light Industrial Zoning Districts – City Initiated – AO-004795-2020

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

FINANCIAL IMPACT: Undetermined.

BACKGROUND: City Staff, in cooperation with Tallgrass Theatre Company, requests amendments to City Code, Title 9, “Zoning” to enable Theatrical Producers (except Motion Pictures) and Miscellaneous Theatrical Services (SIC 7922) in the General Industrial and Light Industrial zoning districts. Tallgrass Theatre Company requested allowance for SIC 7922 in the Light Industrial Zoning District. Staff believes that the General Industrial Zoning District also would be appropriate as the size of industrial buildings are often well suited for theatrical activities and performances. Staff recommends that the use be allowed with the approval of a Permitted Conditional Use permit by the Board of Adjustment due to concern with the lack of parking within industrial sites. Staff is recommending parking be provided at a rate of 1 space per 2 seats, plus one space for each employee, volunteer, actor, and production crew.

Previous Council Action:

Vote: 4-0 for approval with Councilmember Trevillyan absent
Date: September 21, 2020
Action: Approval of the First Reading of the Ordinance.

OUTSTANDING ISSUES: There are no outstanding issues

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the City Council approve the second reading, waive the third reading and adopt the Ordinance in final form.

Lead Planner: Kara Tragesser, AICP

Staff Reviews:

Department Director	LS
Appropriations/Finance	
Legal	JDS
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Date(s) Published	September 4, 2020
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	July 6, 2020		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

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 9, "ZONING", CHAPTER 6, "COMMERCIAL, OFFICE AND INDUSTRIAL ZONING DISTRICT", SECTION 6, "COMMERCIAL, OFFICE AND INDUSTRIAL USE REGULATIONS", DIVISION I – "SERVICES" AND TITLE 9, "ZONING", CHAPTER 15, "OFF-STREET PARKING AND LOADING", SECTION 7, "NUMBER OF PARKING SPACES REQUIRED" RELATED TO SIC 79, AMUSEMENT AND RECREATION SERVICE TO ALLOW SIC 7922 THEATRICAL PRODUCERS (EXCEPT MOTION PICTURES) AND MISCELLANEOUS THEATRICAL SERVICES IN THE LIGHT INDUSTRIAL AND THE GENERAL INDUSTRIAL ZONING DISTRICTS

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

SECTION 1: AMENDMENT. Title 9, "Zoning", Chapter 6, "Commercial, Office and Industrial Zoning District, Section 6, "Commercial, Office and Industrial Use Regulations", Division I – "Services", SIC 79 "Amusement and Recreational Services" is hereby amended by adding the text in Bold Italic letters

9-6-6 Commercial and Office and Industrial Use Regulations

Division I - Services

79 Amusement and recreational services - Event venue 5,000 sq. ft. or less - Event venue greater than 5,000 sq. ft.	<u>LI</u> Pc Pc	<u>GI</u> Pc Pc
- 791 Dance studios, schools, halls	P	
- 792 Theatrical productions, bands, orchestras, and entertainer (except: motion pictures)		
- <i>7922 Theatrical Producers (except Motion Pictures) and Miscellaneous Theatrical Services</i>	<i>Pc</i>	<i>Pc</i>

SECTION 2: AMENDMENT. Title 9, "Zoning", Chapter 15, "Off-Street Parking and Loading", Section 7, "Number of Parking Spaces Required", Paragraph C "Parking Spaces Requirements for Land Uses", is hereby amended by adding the following land use to the table in alphabetical order:

Land Use	Requirements
Theatrical Producers (except Motion Pictures) and Miscellaneous Theatrical Services	1 space per 2 seats, plus one space for each anticipated employee, volunteer, and actor present for a theatrical production

SECTION 3: REPEALER. All Ordinances or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 4: SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part hereof not adjudged invalid or unconstitutional.

SECTION 5: 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 6: 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 7: 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 October 2020, and approved this ____ day of October 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
CITY COUNCIL MEETING COMMUNICATION

ITEM: Amendment to City Code - Title 1 (Administrative)
Chapter 6 (Mayor and Council), Article B (Council),
Section 2 (Meetings) - Amend Date for Adoption of
Schedule of Regular City Council Meetings

DATE: October 5, 2020

FINANCIAL IMPACT: None

BACKGROUND:

Title 1, Chapter 6, Article B, Section 2 of the West Des Moines City Code requires the schedule of regular City Council meetings for the next calendar year to be adopted at the first meeting of December.

In recent years, the requests from elected officials and staff for the next calendar year's schedule have been starting as early as September.

Since 2019, when the Council began scheduling its regular meetings for the first and third Mondays of every month, it removed any doubt as to when future meetings would be scheduled.

In the future, finalizing the adoption of the next calendar year's schedule at the first meeting of September will allow the official schedule to be distributed earlier and assist the elected officials and staff with future planning and scheduling various other matters.

In order to comply with the current City Code, the 2021 meeting schedule will be adopted at the December 7, 2020 meeting, and this ordinance amendment will take effect shortly after that.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Ordinance - Approval of Second Reading, Waiver of Third Reading, and Final Adoption

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

STAFF REVIEWS

Table with 2 columns: Department, Review Status. Rows include Department Director, Appropriations/Finance, Legal, and Agenda Acceptance. RTJ signature is present in the Agenda Acceptance row.

PUBLICATION(S) (if applicable)

Table with 2 columns: Field, Value. Rows include Published In and Dates(s) Published.

SUBCOMMITTEE REVIEW (if applicable)

Table with 4 columns: Field, Yes, No, Value. Rows include Committee, Date Reviewed, and Recommendation.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING TITLE 1, (ADMINISTRATIVE), CHAPTER 6, (MAYOR AND COUNCIL), ARTICLE B (COUNCIL), SECTION 2 (MEETINGS)

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

SECTION 1. **AMENDMENT.** Title 1 (Administrative), Chapter 6 (Mayor and Council), Article B (Council), Section 2 (Meetings), Subsection A is hereby amended by deleting the highlighted strike-thru text and adding the bold italic text;

- A. Regular Meetings: The regular meetings of the council shall be set by adoption of a schedule of regular meetings for the next calendar year at the first regular meeting held in ~~December~~ *September* of each year. The regular meetings shall begin at five thirty o'clock (5:30) P.M. in the ~~community room of the public library~~ *city council chambers at West Des Moines City Hall* or at some other designated location. The schedule, time and place of the meeting is subject to change by council resolution.

SECTION 2. **REPEALER.** All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 3. **SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. **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

NO CHANGE FROM FIRST READING

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

DATE: October 5, 2020

ITEM:

Motion – Approval of Traffic Code Amendment
Special Stops Required
76th Street and Pommel Place

Second Reading, Waive Third Reading, and Adoption of Ordinance in Final Form

FINANCIAL IMPACT:

None.

BACKGROUND:

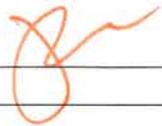
This Traffic Code Amendment will stop Pommel Place at 76th Street. There is a sight distance restriction that creates the need for traffic on Pommel Place to stop before entering 76th Street.

RECOMMENDATION:

City Council Approve:
-Motion approving Second Reading, Waive Third Reading, and Adoption of Ordinance in Final Form

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

STAFF REVIEWS

Department Director	Bret Hodne 
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Services		
Date Reviewed	September 14, 2020		
Recommendation	Yes	No	Split

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, BY AMENDING PROVISION PERTAINING TO THE TRAFFIC CODE RELATING TO OFFICIAL TRAFFIC CONTROLS.

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

SECTION 1. TITLE 6: (MOTOR VEHICLE AND TRAFFIC) CHAPTER 9: SECTION 6-9-3-1: SPECIAL STOPS REQUIRED: is hereby amended by modifying the following:

Add:

Street
Pommel Place

Vehicles Traveling

Shall Stop At
Seventy Sixth Street

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATION. Any person who violates the provisions of this Ordinance, upon conviction, shall be punished not in excess of a \$100 plus applicable surcharge and court costs.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in full force and effect from and after its passage, adoption, and publications as required by law.

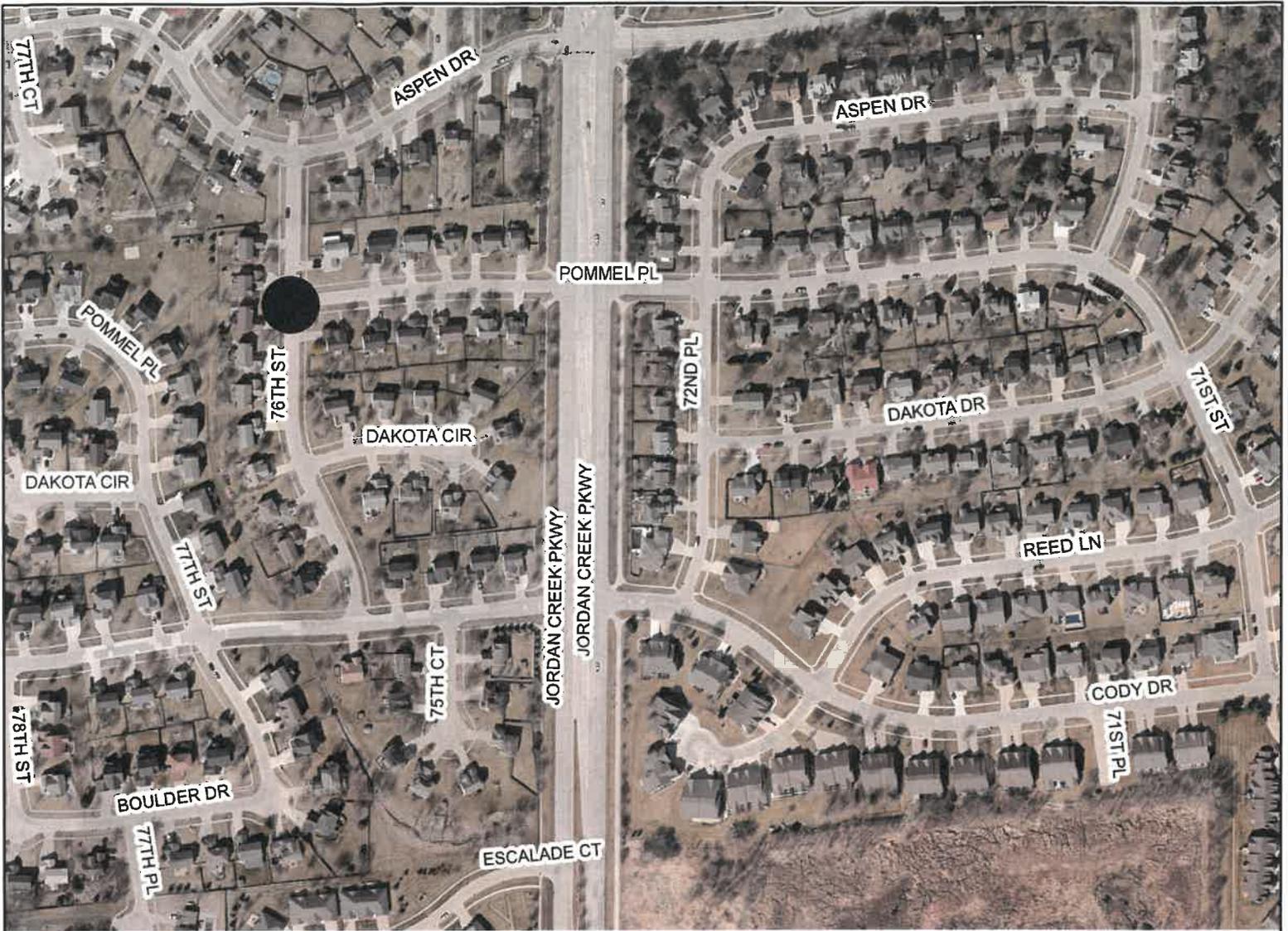
PASSED AND APPROVED this 5th day of October, 2020.

Steven K. Gaer, Mayor

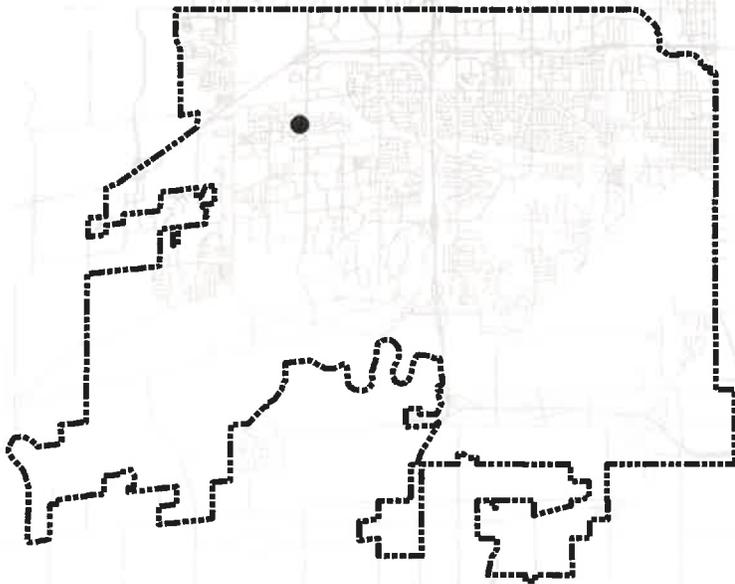
ATTEST:

Ryan T. Jacobson
City Clerk

Published in the Des Moines Register this _____ day of _____, 2020.



VICINITY MAP



LEGEND

PROJECT LOCATION ●



PROJECT: **Traffic Code Amendment Special Stops Required**

LOCATION: **76th Street and Pommel Place**

DRAWN BY: REF

DATE: 9-21-2020

PROJECT: Special Stops Required

SHT. 1 of 1

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

Date: October 5, 2020

ITEM: West Grand Business Park – Des Moines University, 8025 Grand Avenue – Amend the West Grand Business Park PUD, Parcel 8 to allow installation of private utilities with approval of a phased site plan and to establish regulations for signage during construction – Des Moines University Osteopathic Medical Center – ZC-004847-2020

Ordinance: Approval of 1st Reading

FINANCIAL IMPACT: Undetermined.

BACKGROUND: The applicant and property owner, Des Moines University Osteopathic Medical Center (DMU), is requesting approval of a PUD Amendment for property located at 8025 Grand Avenue. DMU is requesting an amendment to the West Grand Business Park Planned Unit Development (PUD), specifically pertaining to Parcel 8, where this property is located. The proposed amendment will allow for private utilities to be installed with approval of a phased site plan detailing the utilities layout. In addition, the amendment will allow for long term temporary signage while the site is under construction. The total square footage of signage allowed for the site will be calculated at a rate of sixty-four (64) square feet per street frontage. Up to 128 square feet of signage will be allowed to be located in one location without separation between the signs when setback a minimum of fifty feet (50') from the ultimate right-of-way line of the street(s). Additionally, if desired, illumination of the signs shall be allowed by ground lights directed at the sign face with care taken to negate any light spillover beyond the face of the sign. This signage shall be allowed to remain in place until the issuance of the first occupancy permit, including temporary occupancy permits for any structure within the site.

Plan and Zoning Commission Action:

Vote: 7-0 approval

Date: September 28, 2020

Motion: Adopt a resolution recommending the City Council approve the PUD Amendment

OUTSTANDING ISSUES: There are no outstanding issues.

The following items of interest are noted in the attached Plan and Zoning Commission report (see Exhibit I):

- Applicant's Request
- History
- City Council Subcommittee - Development & Planning: *September 21, 2020*
- Staff Review and Comment
- Comprehensive Plan Consistency
- Noticing Information
- Staff Recommendation and Conditions of Approval
- Owner/Applicant/Applicant Representative Information

RECOMMENDATION: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, the Plan and Zoning Commission recommends the City Council approve the rezoning request to amend the West Grand Business Park PUD to allow for construction of private utilities with approval of a phased site plan and to regulate temporary signage during construction within Parcel 8 of the PUD, subject to the applicant meeting all City Code requirements and the following conditions of approval:

1. Any and all site improvements done prior to City approval of a subsequent amendment to the West Grand Business Park PUD to define all development details and full site plan approval shall be at the property owner's own risk.

Lead Staff Member: Brian Portz, AICP 

Staff Reviews:

Department Director	LMT
Appropriations/Finance	
Legal	JDS
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register Community Section	
Date(s) Published	September 18, 2020	
Letter sent to surrounding property owners	September 18, 2020	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	September 21, 2020		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

ATTACHMENTS:

- Exhibit I - Plan and Zoning Commission Communication
- Attachment A - Location Map
- Attachment B - Plan & Zoning Commission Resolution
- Exhibit A - Conditions of Approval
- Exhibit II - Proposed PUD Ordinance Amendment

**CITY OF WEST DES MOINES
PLAN AND ZONING COMMISSION COMMUNICATION**

Meeting Date: September 28, 2020

Item: West Grand Business Park – Des Moines University, Northwest corner of S. Jordan Creek Parkway and Grand Avenue – Amend the West Grand Business Park PUD, Parcel 8 to allow installation of private utilities with approval of a phased site plan and to establish regulations for signage during construction – Des Moines University Osteopathic Medical Center – ZC-004847-2020

Requested Action: Recommend Approval of PUD Amendment

Case Advisor: Brian S. Portz, AICP

Applicant's Request: The applicant and property owner, Des Moines University Osteopathic Medical Center (DMU), is requesting approval of a PUD Amendment for property located on the north side of Grand Avenue between S. 88th Street and S. Jordan Creek Parkway. DMU is requesting an amendment to the West Grand Business Park Planned Unit Development (PUD), specifically pertaining to Parcel 8, where this property is located. The proposed amendment will allow for private utilities to be installed with approval of a phased site plan detailing the utilities layout. In addition, the amendment will allow for long term temporary signage while the site is under construction. The total square footage of signage allowed for the site will be calculated at a rate of sixty-four (64) square feet per street frontage. Up to 128 square feet of signage will be allowed to be located in one location without separation between the signs when setback a minimum of fifty feet (50') from the ultimate right-of-way line of the street(s). Additionally, if desired, illumination of the signs shall be allowed by ground lights directed at the sign face with care taken to negate any light spillover beyond the face of the sign. This signage shall be allowed to remain in place until the issuance of the first occupancy permit, including temporary occupancy permits for any structure within the site.

History: The property was annexed into the City in 1999 as a part of the McKinney Annexation. The property is designated as Parcel 8 within the West Grand Business Park PUD and is undeveloped nor has it ever been platted. A PUD Amendment to the West Grand Business Park PUD was approved by the City Council on May 6, 2019 to designate Professional Commerce Park (PCP) zoning on the property and specifically allow the future development of an academic campus. As that amendment was done only to assure future development of the school and details of development were not known, language was included in the PUD that prohibited any development beyond site grading until a subsequent PUD amendment was done detailing development of the site. This amendment will extend what is allowed to be done on the site prior to the amendment to define ancillary uses to the university that will be allowed and specify bulk regulations that will apply for the actual development of the site. The applicant intends to submit this additional amendment to the PUD in the next 30-60 days.

City Council Subcommittee: This item was presented to the Development and Planning City Council Subcommittee on September 21, 2020 as an informational item only. There was no discussion or disagreement expressed regarding the request.

Staff Review and Comment: This request was distributed to other City departments and other agencies for their review and comment. There are no outstanding issues.

Comprehensive Plan Consistency: The project has been reviewed for consistency with the Comprehensive Plan. Based upon that review, a finding has been made that the proposed project is consistent with the Comprehensive Plan in that the project is consistent with the goals and policies of the Comprehensive Plan and the land use map of the Comprehensive Plan.

Noticing Information: On September 18, 2020, notice for the September 28, 2020, Plan and Zoning Commission and October 5, 2020, City Council Public Hearings on this project was published in the Des

Moines Register Community Section. Notice of these public hearings was also mailed to all property owners within the West Grand Business Park PUD and surrounding property owners within 370 feet of the West Grand Business Park PUD boundaries on September 18, 2020.

Staff Recommendation And Conditions Of Approval: Based upon the preceding review and a finding of consistency with the goals and policies of the Comprehensive Plan, staff recommends the Plan and Zoning Commission adopt a resolution recommending the City Council approve the rezoning request to amend the West Grand Business Park PUD to allow for construction of private utilities with approval of a phased site plan and to regulate temporary signage during construction within Parcel 8 of the PUD, subject to the applicant meeting all City Code requirements and the following:

1. Any and all site improvements done prior to City approval of a subsequent amendment to the West Grand Business Park PUD to define all development details and full site plan approval shall be at the property owner's own risk.

Property Owner/Applicant: Des Moines University Osteopathic Medical Center
3200 Grand Avenue
Des Moines, IA 50312
Attn: Mark Peiffer
Mark.peiffer@dmu.edu

Applicant's Representatives:
RDG Planning & Design
301 Grand Avenue
Des Moines, IA 50309
Attn: Jonathan Martin
jmartin@rdgusa.com

Attachments:
Attachment A - Plan and Zoning Commission Resolution
Attachment B - Location Map
Attachment C - Proposed PUD Ordinance Amendment

Location Map



RESOLUTION NO. PZC-20-064

A RESOLUTION OF THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES, RECOMMENDING TO THE CITY COUNCIL THAT IT APPROVE AN AMENDMENT TO THE WEST GRAND BUSINESS PARK PUD TO ALLOW FOR CONSTRUCTION OF PRIVATE UTILITIES WITH PHASED SITE PLAN APPROVAL AND TO ALLOW FOR TEMPORARY SIGNAGE DURING CONSTRUCTION WITHIN PARCEL 8 OF THE WEST GRAND BUSINESS PARK PUD

WHEREAS, pursuant to the provisions of Title 9 of the West Des Moines Municipal Code, the property owner and applicant, Des Moines University Osteopathic Medical Center, has requested an amendment to the West Grand Business Park PUD (ZC-004847-2020) to allow for construction of private utilities with approval of a phased site plan and to allow for temporary signage during construction within Parcel 8 of the West Grand Business Park PUD; and

WHEREAS, studies and investigations were made, and staff reports and recommendations were submitted which is made a part of this record and herein incorporated by reference; and

WHEREAS, on September 28 2020 this Commission held a duly-noticed hearing to consider the application for Rezoning Request (ZC-004847-2020).

NOW, THEREFORE, THE PLAN AND ZONING COMMISSION OF THE CITY OF WEST DES MOINES DOES RESOLVE AS FOLLOWS:

SECTION 1. The findings, for approval, in the staff report, dated September 28, 2020, or as amended orally at the Plan and Zoning Commission hearing of September 28, 2020, are adopted.

SECTION 2. REZONING REQUEST (ZC-004847-2020) to allow for construction of private utilities with phased site plan approval and to allow for temporary signage during construction within Parcel 8 of the West Grand Business Park PUD is recommended to the City Council for approval, subject to compliance with all the conditions in the staff report, dated September 28, 2020, including conditions added at the Hearing, and attached hereto as Exhibit "A", if any. Violation of any such conditions shall be grounds for revocation of the permit, as well as any other remedy which is available to the City.

Erica Andersen

PASSED AND ADOPTED on September 28, 2020.

Erica Andersen, Chairperson
Plan and Zoning Commission

ATTEST:
Jennifer Canaday
Recording Secretary

I HEREBY CERTIFY that the foregoing resolution was duly adopted by the Plan and Zoning Commission of the City of West Des Moines, Iowa, at a regular meeting held on September 28 2020 by the following vote:

AYES: Andersen, Conlin, Costa, Crowley, Drake, Hatfield, Southworth

NAYS:

ABSTENTIONS:

ABSENT

ATTEST:
Jennifer Canaday
Recording Secretary

Exhibit A
Conditions of approval.

1. Any and all site improvements done prior to City approval of a subsequent amendment to the West Grand Business Park PUD to define all development details and full site plan approval shall be at the property owner's own risk.

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

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA, 2019, AND ORDINANCES #1373, #1812, #2299, #2359 AND #2360 PERTAINING TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT REGULATIONS AND GUIDELINES, SPECIFICALLY PUD #54 WEST GRAND BUSINESS PARK

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

SECTION 1. AMENDMENT. Ordinance #1373, #1812, #2299, #2359 and #2360, pertaining to the **West Grand Business Park Planned Unit Development (PUD)**, Section 054-05: *Land Use Design Criteria*, Subsection F: *Parcel 8*; is hereby amended by adding the following bolded italicized text:

- F. Parcel 8: All general regulations and provisions set forth in Title 9, Zoning of the West Des Moines City Code for the Professional Commerce Park (PCP) District shall apply to Parcel 8, however, a primary use of SIC 8221: Colleges, Universities and Professional Schools shall be the only use allowed. With the exception of grading when done as part of City approved Grading Plans, ***and installation of private utilities when done as part of a City approved phased site plan***, prior to any ***additional*** site work occurring within Parcel 8, an amendment to the West Grand Business Park Planned Unit Development (PUD) Ordinance shall be required which provides a master plan for development of Parcel 8, identifies ancillary uses to SIC 8221 to be allowed and details specific site development regulations. ***Any and all site improvements done prior to City approval of the amendment to this PUD and a full site plan shall be at the owner's own risk.***

Total signage allowed to be displayed on the property during construction shall be calculated based on sixty-four (64) square feet per property frontage on a public street. Multiple signs without sign separation and multiple locations of signage shall be allowed; however, no more than 128sf of signage shall be allowed in a single location. All signs greater than 64sf shall be located a minimum of fifty feet (50') from the ultimate street right-of-way line(s); signs less than 64sf shall be located a minimum of twenty feet (20') from the ultimate street right-of-way line(s). Illumination of the signs shall be allowed by ground lights directed at the sign face with implementation of all measures possible to negate any light spillover beyond the face of the sign. Said signage shall not be erected on the property until such time that a phased or full site plan or subdivision plat for the property containing the sign has been approved by the City and development of the parcel upon which the sign is located is imminent. Said signage shall be allowed to remain until such time that the first occupancy permit, including temporary occupancy permits are issued for any building within the site.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Section 1 of the City Code of the City of West Des Moines, Iowa.

SECTION 5. OTHER REMEDIES. In addition to the provisions set out in 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 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council on the _____ day of _____, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2020.

Ryan T. Jacobson
City Clerk

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

6(b)

DATE: October 5, 2020

ITEM:

Public Hearing (5:35 p.m.)
1211 Vine Street Abatement

FINANCIAL IMPACT:

The revised Engineering Estimate of Construction Cost was estimated to be \$668,400.00 for the 1211 Vine Street Abatement. There were four (4) bids submitted with the low bid of \$217,150.00 being submitted by REW Services 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 General Obligation Bonds.

BACKGROUND:

This project consists of the hazardous materials abatement within the former Bridges of Iowa buildings located at 1211 Vine Street. The buildings on this site are planned to be demolished to accommodate the future construction of the 12th & Vine Regional Stormwater Management Facility identified in the NE Basin Stormwater Drainage Master Plan. Demolition cannot take place until all identified hazardous materials have been abated. The abatement project is anticipated to be completed by November 17, 2020.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting. A minor bid irregularity was noted.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for 1211 Vine Street Abatement;
- Motion receiving and filing Report of Bids;
- Resolution waiving bid irregularity and awarding the construction contract to REW Services Corporation.

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	September 25, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATE OF COST**

WHEREAS, on September 8, 2020, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**1211 Vine Street Abatement
Project No. 0510-006-2020**

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 **5th** day of **October, 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:

**1211 Vine Street Abatement
Project No. 0510-006-2020**

and

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

WHEREAS, one of the bid proposals that was received was submitted in the same envelope as the bid bond; and

WHEREAS, the irregularity noted was not substantive in nature; and

WHEREAS, the bid of REW Services Corporation in the amount of \$217,150.00 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 minor bid 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 1211 Vine Street Abatement is hereby awarded to REW Services Corporation in the amount of \$217,150.00 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 **5th** day of **October, 2020**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



TERRACON
 800 SW 7TH STREET, SUITE M
 DES MOINES, IOWA 50309
 Phone: (515) 244-3184
 Fax: (515) 244-3249

BID DATE: SEPTEMBER 30, 2020 2:00 PM
 TERRACON PROJECT NO: 08207197

1211 VINE STREET - ABATEMENT
 WEST DES MOINES, IOWA
 PROJECT NO. 0510-006-2020

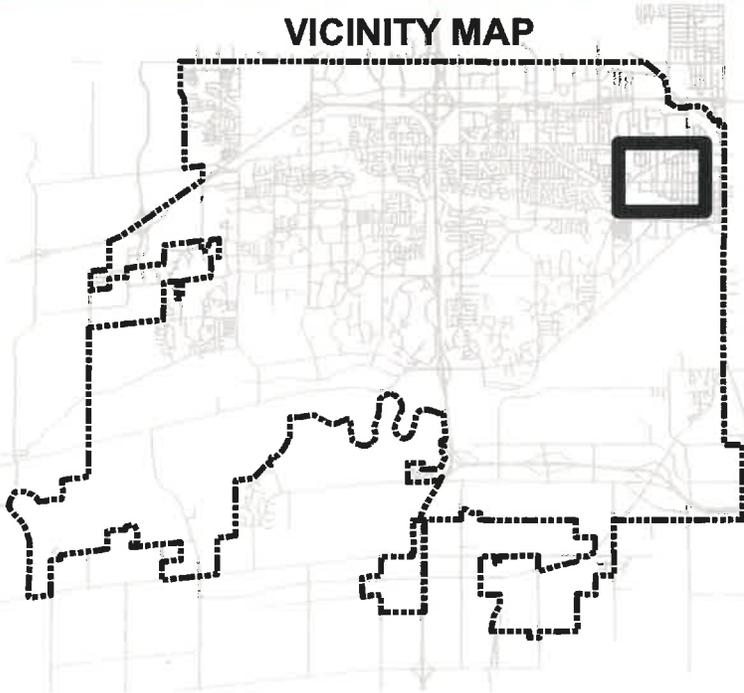
Unit	Quantity	Engineer's Opinion of Probable Cost		REW Services Des Moines, Iowa		ESA Des Moines, Iowa		Robinson Brothers Waunakee, Wisconsin		JITI Davenport, Iowa	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Mobilization	EA	\$ 1,200.00	\$ 1,200.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 1,020.00	\$ 1,020.00	\$ 1,200.00	\$ 1,200.00
2 Abatement: Vinyl floor tile (multiple layers) / mastic	SF	\$ 6.00	\$ 562,000.00	\$ 2.45	\$ 769,050.00	\$ 3.00	\$ 207,000.00	\$ 3.20	\$ 220,800.00	\$ 3.50	\$ 241,500.00
3 Abatement: Mastic under carpet	SF	\$ 4.00	\$ 1,200.00	\$ 2.00	\$ 600.00	\$ 3.00	\$ 900.00	\$ 3.10	\$ 930.00	\$ 3.25	\$ 975.00
4 Abatement: Joint compound associated with drywall	SF	\$ 6.00	\$ 60,000.00	\$ 3.00	\$ 20,000.00	\$ 2.75	\$ 27,500.00	\$ 3.60	\$ 36,000.00	\$ 2.95	\$ 29,500.00
5 Abatement: Vinyl floor tile and leveling compound under carpet and linoleum	SF	\$ 5.00	\$ 18,000.00	\$ 3.00	\$ 9,000.00	\$ 5.00	\$ 10,000.00	\$ 3.05	\$ 6,100.00	\$ 3.25	\$ 6,500.00
6 Abatement: Surfacing material associated with ceramic wall tile	SF	\$ 12.00	\$ 24,000.00	\$ 5.00	\$ 10,000.00	\$ 5.00	\$ 10,000.00	\$ 3.20	\$ 6,400.00	\$ 5.00	\$ 10,000.00
7 Regulated Materials Removal	EA	\$ 12,000.00	\$ 12,000.00	\$ 6,500.00	\$ 6,500.00	\$ 15,000.00	\$ 15,000.00	\$ 3,750.00	\$ 3,750.00	\$ 77,575.00	\$ 77,575.00
Total			\$ 668,400.00		\$ 217,150.00		\$ 270,500.00		\$ 275,000.00		\$ 367,550.00

I hereby certify that this is a true and correct tabulation of bids received September 30, 2020 for 1211 VINE STREET - ABATEMENT, WEST DES MOINES, IOWA

Scott Olson



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

1211 Vine Street - Abatement & Demolition

LOCATION:

Exhibit "A"

DRAWN BY: TKA

DATE: 8/31/2020

PROJECT NUMBER/NAME: 0510-006-2020

SHT. 1 of 1

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

6(c)

DATE: October 5, 2020

ITEM:

Public Hearing (5:35 p.m.)
1211 Vine Street Demolition

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost was estimated to be \$443,500.00 for the 1211 Vine Street Demolition. There were three (3) bids submitted with the low bid of \$289,490.00 being submitted by Earth Services & Abatement, LLC (dba Iowa Demolition) of Des Moines, 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:

This project consists of the demolition of the former Bridges of Iowa buildings located at 1211 Vine Street. The buildings on this site are planned to be demolished to accommodate the future construction of the 12th & Vine Regional Stormwater Management Facility identified in the NE Basin Stormwater Drainage Master Plan. Demolition cannot take place until all identified hazardous materials have been abated, which is anticipated to be completed by November 17, 2020 or earlier. Demolition is anticipated to be completed by January 5, 2021.

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 1211 Vine Street Demolition;
- Motion receiving and filing Report of Bids;
- Resolution awarding the construction contract to Earth Services & Abatement, LLC (dba Iowa Demolition).

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	September 25, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

**RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATE OF COST**

WHEREAS, on September 8, 2020, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**1211 Vine Street Demolition
Project No. 0510-006-2020**

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 **5th** day of **October, 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:

**1211 Vine Street Demolition
Project No. 0510-006-2020**

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 Earth Services & Abatement, LLC (dba Iowa Demolition) in the amount of \$289,490.00 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, that a contract for the 1211 Vine Street Demolition is hereby awarded to Earth Services & Abatement, LLC (dba Iowa Demolition) in the amount of \$289,490.00 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 5th day of **October, 2020**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk



1211 VINE STREET - DEMOLITION
WEST DES MOINES, IOWA
PROJECT NO. 0510-006-2020

TERRACON
600 SW 7TH STREET, SUITE M
DES MOINES, IOWA 50309
Phone: (515) 244-3184
Fax: (515) 244-5249

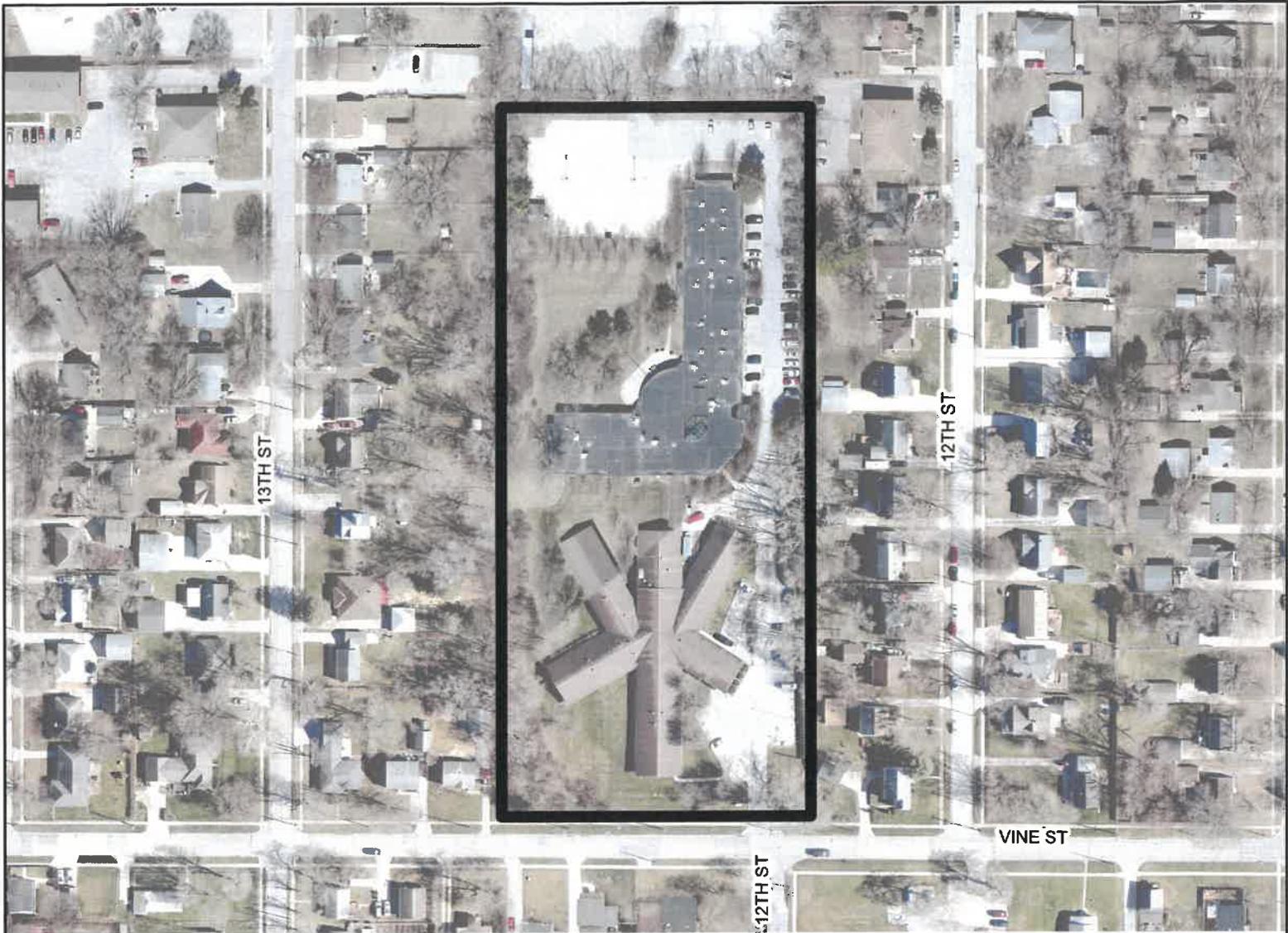
BID DATE: SEPTEMBER 30, 2020 2:00 PM
TERRACON PROJECT NO: 08207197

Item	Description	Unit	Quantity	Engineer's Opinion of Probable Cost		Iowa Demolition Des Moines, Iowa		DeCarlo Demolition Des Moines, Iowa		Elder Corp Pleasant Hill, Iowa	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	Lump Sum	1	\$12,000.00	\$12,000.00	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00	\$32,000.00	\$32,000.00
2	Demolition: Building Demolitions	Lump Sum	1	\$295,000.00	\$295,000.00	\$222,048.00	\$222,048.00	\$365,000.00	\$365,000.00	\$399,000.00	\$399,000.00
3	Demolition: Parking Lot Demolitions	Lump Sum	1	\$94,500.00	\$94,500.00	\$4,058.00	\$4,058.00	\$6,805.00	\$6,805.00	\$63,000.00	\$63,000.00
4	Demolition: Utility disconnects and capping	Lump Sum	1	\$27,500.00	\$27,500.00	\$11,684.00	\$11,684.00	\$15,250.00	\$15,250.00	\$12,000.00	\$12,000.00
5	Demolition: Grading, seeding and erosion control	Lump Sum	1	\$14,500.00	\$14,500.00	\$13,720.00	\$13,720.00	\$20,000.00	\$20,000.00	\$53,000.00	\$53,000.00
	Total				\$443,500.00		\$289,490.00		\$497,055.00		\$559,000.00

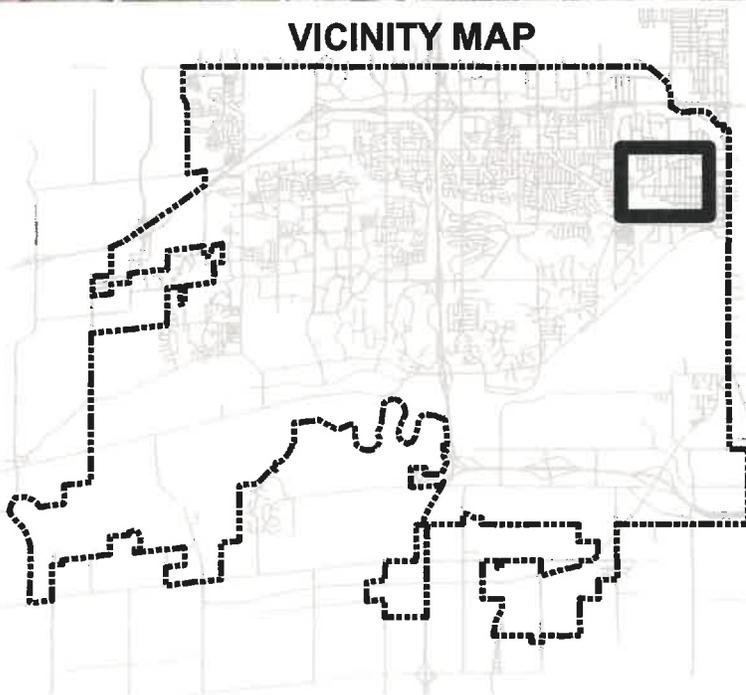
I hereby certify that this is a true and correct tabulation of bids received September 30, 2020 for 1211 VINE STREET - DEMOLITION, WEST DES MOINES, IOWA

Sean Smith

Sean Smith



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

1211 Vine Street - Abatement & Demolition

LOCATION:

Exhibit "A"

DRAWN BY: TKA

DATE: 8/31/2020

PROJECT NUMBER/NAME: 0510-006-2020

SHT. 1 of 1

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

6(d)

DATE: October 5, 2020

ITEM:

Public Hearing (5:35 p.m.)
2020 Sewer Cleaning & Televising Program

FINANCIAL IMPACT:

The Engineering Estimate of Construction Cost was estimated to be \$118,979.60 for the 2020 Sewer Cleaning & Televising Program. There were four (4) bids submitted with the low bid of \$108,052.05 being submitted by Hydro-Klean, LLC of Des Moines, Iowa. Payments will be made from account no. 640.000.000.5250.490 with the ultimate funding intended to come from Sewer Revenue.

BACKGROUND:

This project consists of the ongoing maintenance program to clean and televise sanitary sewer lines at various locations throughout the City's sanitary sewer collection system. The project is anticipated to be completed by April 30, 2021.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting. A minor bid irregularity was noted.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution adopting Plans, Specifications, Form of Contract, and Estimate of Costs for 2020 Sewer Cleaning & Televising Program;
- Motion receiving and filing Report of Bids;
- Resolution waiving bid irregularities and awarding the construction contract to Hydro-Klean, 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	September 25, 2020

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST

WHEREAS, on September 8, 2020, Plans, Specifications, Form of Contract, and Estimate of Cost were filed with the City Clerk for the following described public improvement:

**2020 Sewer Cleaning & Televising Program
Project No. 0510-0026-2020**

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 **5th** day of **October, 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:

**2020 Sewer Cleaning & Televising Program
Project No. 0510-026-2020**

and

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

WHEREAS, one of the bid proposals that was received was submitted in the same envelope as the bid bond; and

WHEREAS, the irregularity noted was not substantive in nature; and

WHEREAS, the bid of Hydro-Klean, LLC in the amount of \$108,052.05 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 the City waives the minor 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 2020 Sewer Cleaning & Televising Program is hereby awarded to Hydro-Klean, LLC in the amount of \$108,052.05 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 **5th** day of **October, 2020**.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

Bid Tabulation
2020 Sanitary Sewer Cleaning and Televising Program
Project No. 0510-026-2020
City of West Des Moines
West Des Moines, Iowa
AECOM Project No: 60637423
September 30, 2020



Item	Description	Unit	Estimated Quantity	Engineer's Estimate		Hydro-Mean 333 NW 49th Place Des Moines, IA 50313		View-Sewer W230 N4855 Bakker Drive Pewaukee, WI 53072		Midwest Vac Professionals 333 NW 49th Place Panora, IA 50913		National Power Radding Corp. 2500 W. Arlington Street Chicago, IL 60612-4108	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1.1	TYPE A CLEANING - 8" SANITARY SEWER	LF	29,039.0	0.90	\$ 26,135.10	0.90	\$ 26,135.10	0.40	\$ 11,615.60	1.50	\$ 43,558.50	1.10	\$ 31,942.90
1.2	TYPE A CLEANING - 10" SANITARY SEWER	LF	2,766.0	0.90	\$ 2,489.40	0.90	\$ 2,489.40	0.40	\$ 1,108.40	1.50	\$ 4,149.00	1.10	\$ 3,042.60
1.3	TYPE A CLEANING - 12" SANITARY SEWER	LF	6,471.0	0.90	\$ 5,823.90	0.90	\$ 5,823.90	0.40	\$ 2,588.40	1.50	\$ 9,706.50	1.10	\$ 7,116.10
1.4	TYPE A CLEANING - 15" SANITARY SEWER	LF	5,849.0	1.00	\$ 5,849.00	1.00	\$ 5,849.00	1.05	\$ 6,141.45	2.00	\$ 11,698.00	1.30	\$ 7,603.70
1.5	TYPE A CLEANING - 18" SANITARY SEWER	LF	5,156.0	1.00	\$ 5,156.00	1.00	\$ 5,156.00	1.05	\$ 5,413.80	2.25	\$ 11,601.00	1.30	\$ 6,702.80
1.6	TYPE A CLEANING - 21" SANITARY SEWER	LF	1,077.0	1.10	\$ 1,184.70	1.00	\$ 1,077.00	1.70	\$ 1,830.90	2.50	\$ 2,692.50	1.30	\$ 1,400.10
1.7	TYPE A CLEANING - 24" SANITARY SEWER	LF	1,905.0	1.10	\$ 2,095.50	1.00	\$ 1,905.00	1.70	\$ 3,238.50	2.50	\$ 4,762.50	1.50	\$ 2,857.50
1.8	TYPE A CLEANING - 27" SANITARY SEWER	LF	4,876.0	1.10	\$ 5,365.80	1.10	\$ 5,365.80	1.70	\$ 8,292.80	3.00	\$ 14,604.00	1.50	\$ 7,317.00
1.9	TYPE A CLEANING - 36" SANITARY SEWER	LF	4,875.0	1.10	\$ 5,472.50	1.10	\$ 5,472.50	1.20	\$ 5,870.00	3.25	\$ 16,168.75	1.70	\$ 8,457.50
1.10	TYPE A CLEANING - 42" SANITARY SEWER	LF	600.0	1.25	\$ 825.00	1.10	\$ 660.00	1.20	\$ 720.00	4.50	\$ 2,700.00	2.00	\$ 1,200.00
1.11	TYPE A CLEANING - 48" SANITARY SEWER	LF	171.0	1.25	\$ 213.75	1.10	\$ 188.10	1.20	\$ 205.20	5.00	\$ 600.00	2.00	\$ 340.00
1.12	TYPE C ROOT REMOVAL - 8" TO 10" SANITARY SEWER	LF	1,600.0	1.00	\$ 1,600.00	0.25	\$ 400.00	0.50	\$ 800.00	12.00	\$ 19,200.00	1.00	\$ 1,600.00
1.13	TYPE C ROOT REMOVAL - 12" TO 15" SANITARY SEWER	LF	600.0	1.50	\$ 900.00	0.25	\$ 150.00	1.00	\$ 600.00	15.00	\$ 9,000.00	1.00	\$ 600.00
1.14	TYPE C ROOT REMOVAL - 18" TO 24" SANITARY SEWER	LF	400.0	3.00	\$ 1,200.00	0.25	\$ 100.00	2.00	\$ 800.00	25.00	\$ 10,000.00	1.00	\$ 400.00
1.15	TELEVISION - 8" SANITARY SEWER	LF	29,039.0	0.85	\$ 24,683.15	0.75	\$ 21,779.25	1.00	\$ 29,039.00	1.00	\$ 29,039.00	2.00	\$ 58,078.00
1.16	TELEVISION - 10" SANITARY SEWER	LF	2,766.0	0.85	\$ 2,351.10	0.75	\$ 2,074.50	1.00	\$ 2,766.00	1.00	\$ 2,766.00	2.00	\$ 5,532.00
1.17	TELEVISION - 12" SANITARY SEWER	LF	6,471.0	0.85	\$ 5,500.35	0.75	\$ 4,853.25	1.00	\$ 6,471.00	1.00	\$ 6,471.00	2.00	\$ 12,942.00
1.18	TELEVISION - 15" SANITARY SEWER	LF	5,849.0	0.85	\$ 4,971.65	0.75	\$ 4,386.75	1.00	\$ 5,849.00	1.00	\$ 5,849.00	2.35	\$ 13,745.15
1.19	TELEVISION - 18" SANITARY SEWER	LF	5,156.0	0.85	\$ 4,382.60	0.75	\$ 3,867.00	1.00	\$ 5,156.00	1.00	\$ 5,156.00	2.35	\$ 12,116.60
1.20	TELEVISION - 21" SANITARY SEWER	LF	1,077.0	0.85	\$ 915.45	0.75	\$ 807.75	1.00	\$ 1,077.00	1.25	\$ 1,346.25	2.35	\$ 2,530.95
1.21	TELEVISION - 24" SANITARY SEWER	LF	1,905.0	0.85	\$ 1,619.25	0.75	\$ 1,428.75	1.00	\$ 1,905.00	1.25	\$ 2,381.25	3.00	\$ 7,116.00
1.22	TELEVISION - 27" SANITARY SEWER	LF	4,876.0	0.85	\$ 4,146.30	0.75	\$ 3,658.50	1.00	\$ 4,876.00	1.50	\$ 7,317.00	4.00	\$ 19,512.00
1.23	TELEVISION - 36" SANITARY SEWER	LF	4,875.0	0.85	\$ 4,226.75	0.75	\$ 3,731.25	1.00	\$ 4,875.00	1.50	\$ 7,482.50	5.00	\$ 24,875.00
1.24	TELEVISION - 42" SANITARY SEWER	LF	500.0	0.85	\$ 425.00	0.75	\$ 375.00	1.00	\$ 500.00	1.70	\$ 850.00	10.00	\$ 5,000.00
1.25	TELEVISION - 48" SANITARY SEWER	LF	171.0	0.85	\$ 145.35	0.75	\$ 128.25	1.00	\$ 171.00	1.80	\$ 307.80	10.00	\$ 1,710.00
1.26	CUT PROTRUDING TRAPS	EA	3.0	500.00	\$ 1,500.00	100.00	\$ 300.00	500.00	\$ 1,500.00	1,500.00	\$ 4,500.00	500.00	\$ 1,500.00
TOTAL BID					\$ 118,979.60	91%	\$ 108,052.05	95%	\$ 113,488.85	196%	\$ 233,721.55	205%	\$ 243,640.90

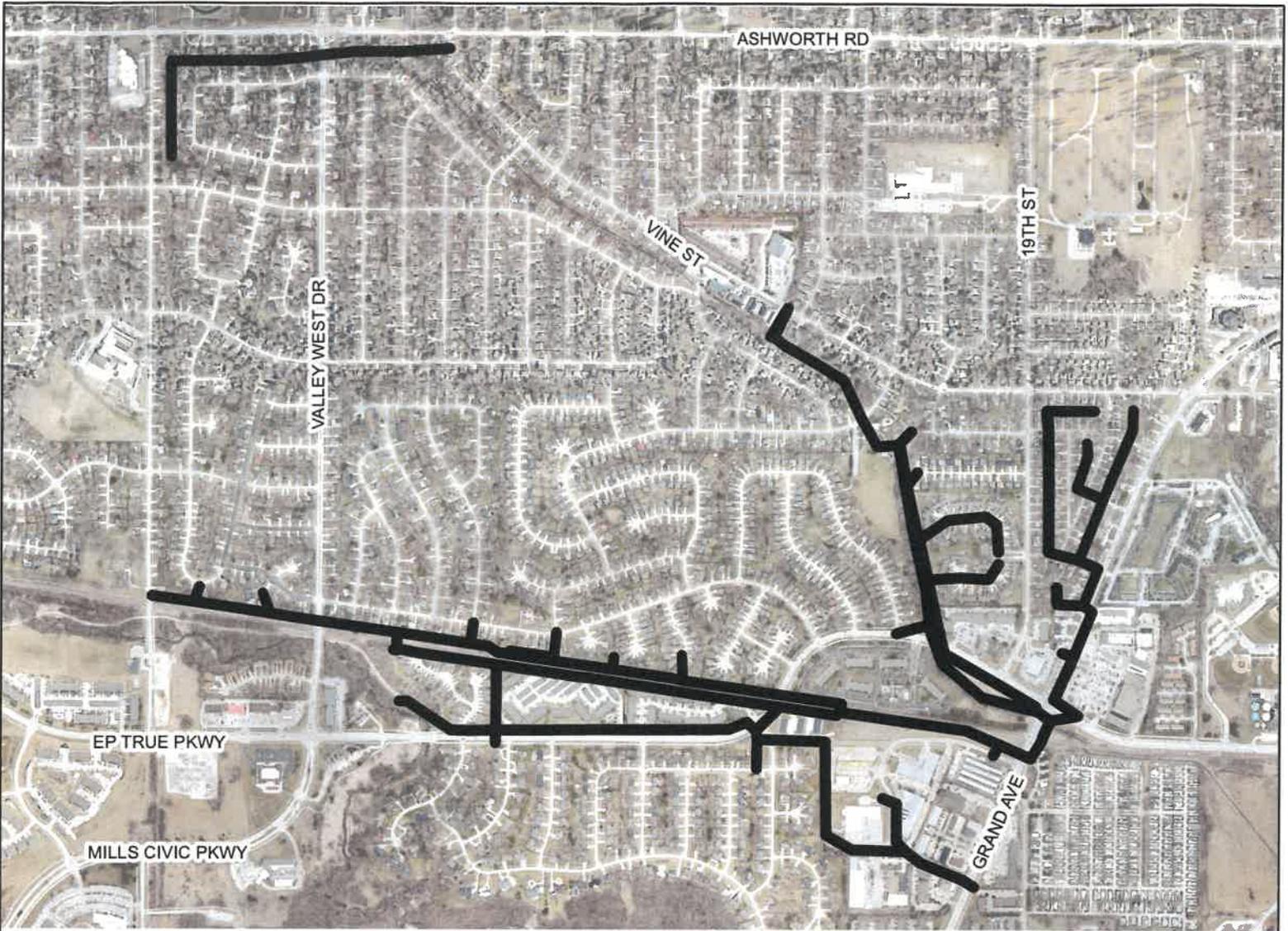


I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the state of Iowa.

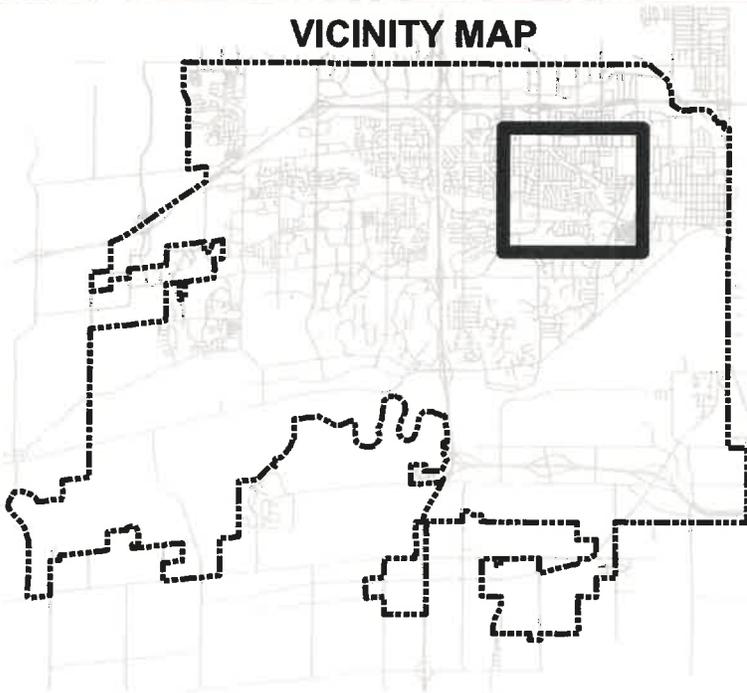
Todd L. Allyn
TODD L. ALLYN, PE
 License No. 14621 Date 9/30/20

My license renewal date is December 31, 2020.
 Pages or sheets covered by this seal:
 Bid Tabulation.

Date Issued: _____



VICINITY MAP



LEGEND

PROJECT LOCATION



PROJECT:

2020 Sewer Cleaning & Televising Program

LOCATION:

Exhibit "A"

DRAWN BY: JDR

DATE: 6/26/2020

PROJECT NUMBER/NAME: 0510-026-2020

SHT. 1 of 1

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

DATE: October 5, 2020

ITEM: Amendment to City Code – Repeal and Replace Title 2, “Boards and Commissions,” Chapter 2, “Board of Adjustment,” Section 4, “Jurisdiction; Powers” to add provisions to allow for zoning exceptions and to clarify the requirements for a variance request - City Initiated - AO-004860-2020

ORDINANCE: Approval of First Reading of the Ordinance

FINANCIAL IMPACT: None

SYNOPSIS: Title 2 of the West Des Moines Code of Ordinances sets forth the rules and regulations of City Boards and Commissions. These rules provide for the jurisdiction, powers, and procedures to be followed by each City board and commission. Pursuant to Title 2, the Board of Adjustment (“Board”) has the authority to decide appeals from a decision of the Development Services Director, to grant or deny special exceptions, and to grant or deny variance requests.

At the Board of Adjustment's request, staff has been working to craft an ordinance to provide an alternative to the variance process that would apply a lesser standard and thus be easier for the Board to grant. Other Iowa cities have adopted such an alternative process, for example the City of Des Moines has provided a process for special exceptions from the zoning code regulations for over the past twenty years. This proposed Ordinance adopts provisions giving the Board the authority to grant or deny zoning exception requests. A zoning exception is similar to a variance in that it is a relaxation of the applicable zoning requirement. However, while a variance requires the applicant show there is an “unnecessary hardship,” an applicant must only show there is a “practical difficulty” for a zoning exception request. In order for the Board to grant a zoning exception, it must be demonstrated that strict compliance with the zoning requirements, as applied to the applicant's property, will result in a practical difficulty on the owner. Included in the proposed ordinance are several standards for approval that must be met in order for the Board to grant a zoning exception.

Staff recommends only allowing zoning exception requests for existing single-family detached structures at this time. While the zoning exception findings focus on proving a “practical difficulty” instead of the tougher test of “unnecessary hardship” required for a variance, it should be realized this ordinance is not permission to circumvent zoning regulations just because a resident wants an improvement. There may be zoning exception requests that are not granted. Additionally, one aspect that the zoning exception will not negate is the average front yard setback regulation that applies when homes are constructed farther back than the minimum required setback. This regulation determines the applicable front yard setback based on the average that the structures on either side are setback. Because this regulation deals with the context of the existing area, staff did not feel application of the proposed zoning exception process that does not allow for a negative impact on the context of the neighborhood was appropriate. However, staff would note that a request for an amendment to specify when the average front yard regulation would not be applied will be brought forward to the City Council in the near future.

RECOMMENDATION: Approve the Ordinance repealing and replacing Title 2, Chapter 2, Section 4 of the City Code to add provisions to allow for zoning exceptions and to clarify the requirements for a zoning request.

Lead Staff Member: Lynne Twedt, Development Services Director

STAFF REVIEWS:

Department Director	LMT
Appropriations/Finance	
Legal	JDS
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Date(s) Published	
Letter sent to surrounding property owners	N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee	Development & Planning		
Date Reviewed	August 17, 2020 September 21, 2020		
Recommendation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Split <input type="checkbox"/>

Attachments:

Exhibit I - Proposed Ordinance Amendment

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

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF WEST DES MOINES, IOWA 2019, BY AMENDING TITLE 2 (BOARDS AND COMMISSIONS), CHAPTER 2 (BOARD OF ADJUSTMENT), SECTION 4, (JURISDICTION; POWERS) TO ADD PROVISIONS TO ALLOW FOR ZONING EXCEPTIONS AND TO CLARIFY THE REQUIREMENTS FOR A VARIANCE REQUEST

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

SECTION 1. AMENDMENT. Title 2 (*Boards and Commissions*), Chapter 2 (*Board of Adjustment*), Section 4 (*Jurisdiction; Powers*) is hereby amended by deleting the section in its entirety and replacing with the following:

2-2-4: JURISDICTION; POWERS:

A. Powers: The Board of Adjustment shall have the following powers:

1. To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the Director of Development Services, or designee in the enforcement of the zoning regulations in title 9 of this Code.
2. To hear and decide special exceptions to the terms of title 9 of this Code upon which the Board is required to pass.
 - a. A "special exception" is known as a permitted conditional use and permits in a particular district a use not otherwise permitted when certain conditions specifically set out in title 9 of this Code are satisfied.
 - b. Required Permitted Conditional Use Permit Findings: Permitted conditional use permits (Pc) may only be granted if all of the following findings are made; or if conditions and limitations, as the Board of Adjustment deems necessary, are imposed to allow it to make said findings. It shall be the responsibility of the applicant to prove to the satisfaction of the Board of Adjustment that the following findings can be made:
 - (1) That the proposed use is consistent with the West Des Moines comprehensive plan and any applicable subarea plan.
 - (2) That the proposed use does assure compatibility of property uses within the zone and general area.

- (3) That all applicable standards and conditions have been imposed which protect the public health, safety and welfare.
 - (4) That there is adequate on-site and off-site public infrastructure to support the proposed use.
 - (5) That the proposed use has met all the requirements contained in this Code.
 - (6) That the proposed use be in keeping with the scale and nature of the surrounding neighborhood.
3. To hear and decide a zoning exception from the terms of title 9 of this Code when such relief is reasonably needed to overcome practical difficulties related to the subject property. Practical difficulties may be shown by special circumstances which apply to the property such that the terms of title 9 cannot be satisfied.
- a. A “zoning exception” is an exception to one of the following specifically listed numerical regulations established by title 9 of this Code. The Board of Adjustment is authorized to hear the following exceptions from the requirements of the zoning ordinance as related to existing single-family detached dwellings, but not in cases of new construction:
- (1) Reduction by no more than fifty percent (50%) of City Code required side and rear yard setback(s) of twenty feet (20') or less for principal structures.
 - (2) Reduction by no more than twenty-five percent (25%) of City Code required side and rear yard setback(s) greater than twenty feet (20') for principal structures.
 - (3) Reduction by no more than twenty-five percent (25%) of City Code required front yard setback for principal structures.
 - (4) Reduction by no more than fifty percent (50%) of City Code required front, side, and rear yard setback(s) for accessory structures.
 - (5) Increase the maximum allowable gross square footage of a detached accessory structure by no more than three hundred (300) square feet.
 - (6) Increase the maximum allowable percentage of front yard paving of vehicle use areas by no more than ten percent (10%) above the maximum allowed per the zoning district.
 - (7) Decrease the minimum square footage of an enclosed parking space as required by no more than one hundred (100) square feet.
 - (8) Increase the height of a detached accessory structure by more than ten percent (10%) above the maximum allowed per the zoning district.
- b. Required zoning exception findings: A zoning exception may be approved only when the Board of Adjustment determines that all of the following standards and criteria have been met. It shall be the responsibility of the applicant to prove to the satisfaction of the Board that the following findings can be made:
- (1) Without the requested exception, strict compliance with the ordinance prevents improvement of the property in a manner which is reasonable, customary, and consistent with other properties in the area;
 - (2) Without the requested exception, strict compliance with the ordinance results in a practical difficulty. A “practical difficulty” may be shown by:
 - i. Significant or unjustified expense in light of the scope of the project; or

- ii. Destruction or demolition of significant or attractive features of the property, or similar reasons; or
 - iii. Unique physical attributes of the subject property such as exceptional narrowness, shallowness, size, shape, mature & desirable vegetation, natural water features such as streams, creeks, and ponds, or topographical conditions of the subject property that restrict the placement of the intended improvement; or
 - iv. Orientation or interior configuration of the existing structure which impacts the logical function of the intended improvement unless additional modifications are made to the existing layout or use of the existing structure.
 - (3) The requested exception is the minimum necessary to achieve the purpose of the request.
 - (4) The requested exception will not have a substantial negative impact on the character and context of the neighborhood.
 - (5) The requested exception will not be detrimental to the public health, safety, or general welfare.
 - (6) The requested exception does not authorize or expand a use or activity not otherwise expressly authorized by the regulations within the zoning district in which the property is located.
4. To hear and decide a variance from the terms of title 9 of this Code when due to special conditions, without the granting of the variance strict application of the zoning regulations will result in an unnecessary hardship.
- a. A "variance" is authority extended to the owner to improve the property in a manner prohibited by title 9 of this Code in the situation where the plight of the owner is due to special or exceptional circumstances, not to the general conditions in the neighborhood and where literal enforcement would cause the owner unnecessary hardship.
 - b. Required Variance Findings: Approval by the Board of Adjustment shall only be granted if all of the following findings are made; or if conditions and limitations, as the Board deems necessary, are imposed to allow it to make said findings. It shall be the responsibility of the applicant to prove to the satisfaction of the Board that the following findings can be made:
 - (1) That the granting of the variance shall not be contrary to the public interest.
 - (2) That without the granting of the variance, and due to special conditions, a strict application of the zoning regulations as they apply to the subject property will result in an unnecessary hardship. An "unnecessary hardship" exists when:
 - i. The subject property cannot yield a reasonable return from any use or improvement permitted by the subject zoning regulations. Failure to yield a reasonable return may only be shown by proof that the owner has been deprived of all beneficial or productive use of the subject property. It is not sufficient to merely show that the value of the land has been depreciated by the regulations or that a zoning variance would permit the owner to increase the value in the subject property; and

- ii. The plight of the owner is due to unique circumstances not of the owner's making and not due to the general conditions in the neighborhood; and
 - iii. The use or construction to be authorized by the variance will not alter the essential character of the neighborhood.
- (3) That the spirit of the ordinance shall be observed when the variance is granted; and
 - (4) Substantial justice shall be done as a result of granting the variance.

B. Applicability Of Approval:

- 1. Any zoning exception or variance granted by the Board shall be for the specific project as stated in the request. Any subsequent expansions or additions which would be non-compliant with the applicable regulations set forth in title 9 of this Code shall be required to be reviewed by the Board of Adjustment through the established applicable zoning exception or variance process.
- 2. Completion Of Construction: For any special exception, zoning exception or variance granted by the Board for the construction of a specific project, the applicant shall have a period of one year from the date of the filing of the Board's action to obtain site plan approval, if necessary, execute a building permit and commence with construction. If after the one-year period these requirements have not been met, the special exception, zoning exception or variance shall become null and void. If the project cannot meet the one-year time frame and valid reason exists for an extension, a request to the Board for approval of an extension may be submitted by the applicant a minimum of 30-days prior to the expiration of the one-year deadline.

C. Action: In exercising the above mentioned powers, the Board may, in conformity with the provisions of law, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision, or determination as it believes proper. The concurring vote of three (3) of the members of the Board shall be necessary to reverse any order, requirement, decision or determination of the Development Services Director or designee, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter; provided, however, that the action of the Board shall not become effective until after the resolution of the Board, setting forth the full reason for its decision and the vote of each member participating therein has been recorded in the minutes. Such resolution, immediately following the Board's final decision, shall be filed with the City and shall be open to the public inspection.

- 1. Basis For Decision; Board Approval: Every decision of the Board shall be supported by written testimony or evidence submitted in connection therewith. A resolution of findings will be approved by the Board and recorded with the County.
- 2. Denial: Once an application is denied by the Zoning Board of Adjustment, the Board may decline to consider an application that is substantially the same for a period of twelve (12) months after a decision by the Board or court on the earlier application.
- 3. Appeals: Any person or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment under the provisions of this chapter, or, any taxpayer, or any officer, department, board or bureau of the City, or any person or persons jointly or severally aggrieved by any decision of the Board may present to a court of record a petition pursuant to the Code of the State of Iowa. Such petition shall be presented to the court within thirty (30) days after the filing of the decision.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of the Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 4. VIOLATIONS AND PENALTIES. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Title 1, Chapter 4, Section 1 of the City Code of the City of West Des Moines, Iowa.

SECTION 5. OTHER REMEDIES. In addition to the provisions set out in 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 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect 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.

Steve Gaer, Mayor

ATTEST:

Ryan Jacobson, City Clerk

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, 2020.

Ryan Jacobson, City Clerk

CITY OF WEST DES MOINES, IOWA
OFFICE OF THE CITY ATTORNEY

TO: Mayor Gaer and West Des Moines City Council
FROM: Richard Scieszinski, City Attorney
DATE: October 5, 2020
RE: Request of American Tower Corporation regarding extension of Woodland Hills cell tower ground lease

The attached Council Communication of December 12, 2011 sets forth the history of the cell tower located immediately south of the Woodland Hills Elementary School. The Communication also sets forth the terms of the existing tower lease agreement with Greenway Landing, LCC, which expires in 2026, and which, if exercised by American Tower, will be extended for an additional five-year period with the City as lessor.

A representative of American Tower has inquired whether the City would be interested in extending the lease for an additional period following its expiration in May, 2031. Because several property owners have expressed the desire to have the cell tower removed at the expiration of the current lease, the Council is asked to consider the request of American Tower regarding extension of the lease.

CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

<i>Agnd</i>	BY ORDER OF WEST DES MOINES CITY COUNCIL
<i>Dec 12</i>	20 <i>11</i>

4(p)

DATE: December 12, 2011

ITEM: Resolution – Approval of Agreement with Greenway Landing, LLC regarding the receipt of payments related to the Woodland Hills cell tower ground lease

FINANCIAL IMPACT: Uncertain. Potentially \$97,000 to City of West Des Moines

SYNOPSIS:

In March, 2001 Lemar Koethe, the owner of property subsequently part of the Michael's Landing development, entered into a ground lease with Nēxtel WIP Lease Corporation for the location and operation of a cell tower. In 2004 the ground lease was assigned to Michael's Landing, LLC in conjunction with conveyance of the property from Koethe to Michael's Landing. As part of the development of Michael's Landing, the property was to be conveyed to the City in fulfillment of the developer's parkland dedication requirements. Prior to conveyance, however, Michael's Landing ceased operations and First National Bank Midwest, as mortgagee of the property, received an assignment of the cell tower ground lease rents due to default by Michael's Landing of its mortgage obligations. The City did not take ownership of the property, which remains titled in the name of Michael's Landing, LLC, which is no longer a viable entity.

In conjunction with the agreement recently negotiated between the City and KTJ 201, LLC, the parties determined that conveyance of the cell tower property, if clear title can be obtained, would assist in the fulfillment of the parkland dedication requirements of the development. However, Greenway Landing, LLC, as successor to First National Bank Midwest, maintains the right to receive rent generated from the cell tower ground lease. The attached Agreement was negotiated in anticipation of subsequent City ownership.

The ground lease, which is for an initial term of five years beginning in 2001, allows American Tower Corporation, the tower operator, to extend the lease for five additional five year terms. The operator has exercised its option and is currently in the second term of the five optional terms. The attached Agreement provides that Greenway Landing, LLC will retain the right to receive rents up to and including the fourth optional term, and that the City will be assigned the right to receive rent under the lease for the fifth and final optional term. Revenue generated from the fifth optional term of the lease will be approximately \$97,000.00. The Agreement also provides that if the cell tower operator does not comply with a provision of the lease requiring removal of the tower at lease termination, Greenway Landing, LLC will pay the City \$10,000.00 toward enforcement of the lease provision if the default occurs during the term Greenway Landing, LLC is entitled to receive rent.

