

Date..... November 9, 2009

WHEREAS, on October 26, 2009 by Roll Call No. 09-1916, the City Council of the city of Des Moines duly resolved that the application from ROK Investments, LC to rezone property at 2134 East Grand Avenue from R1-60 One-Family Low Density Residential to a Limited NPC Neighborhood Pedestrian Commercial district classification to allow conversion of legal non-conforming book bindery office use to an event/assembly hall be set for hearing on November 9, 2009 at 5:00 p.m. in council chambers at City Hall; and

WHEREAS, notice of the hearing was published in the Des Moines Register on October 29, 2009 as provided by law, setting forth the time and place for the hearing; and

WHEREAS, pursuant to the notice those interested in the proposed rezoning, both for and against, have been given opportunity to be heard and have presented their views to the City Council; and

WHEREAS, the Legal Department has prepared an amendment to the Zoning Ordinance to rezone the property described below from R1-60 One-Family Low Density Residential to a Limited NPC Neighborhood Pedestrian Commercial district classification, subject to the condition that the applicant agree to the conditions that use of the property may not be used for:

- (1) Off-premises advertising signs;
- (2) Taverns and night clubs;
- (3) Financial institutions whereby a majority of the loans are made based on collateral of future payroll or vehicle titles; and
- (4) Pawn shops.

(except East 12.58 feet measured on South line and East 12.17 feet measured on North Line) Lot 11 and all Lots 12 thru 16, Block 22, Sunnyside Addition, an Official Plat, all now included in and forming a part of the City of Des Moines, Polk County, Iowa

Date November 9, 2009

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Des Moines that upon consideration of the facts, statements of interested persons and arguments of counsel, the objections to the proposed rezoning of the property to Limited NPC Neighborhood Pedestrian Commercial district classification are hereby overruled, the hearing is closed, and the proposed rezoning is APPROVED.

Moved by _____ to adopt and approve the rezoning subject to final passage of the rezoning ordinance

APPROVED AS TO FORM:



 Michael F. Kelley
 Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
MEYER				
VLASSIS				
TOTAL				

MOTION CARRIED

APPROVED

.....
 Mayor

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

 City Clerk

Audio Engineering Group



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Urbandale, IA 50322
515.251.7179 (phone)
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www.audioengineeringgroup.com

October 22nd, 2009

Ms. Renatta Bolen
Bindery 1
1631 East Aurora
Des Moines, IA 50313

Re: Sound Transmission of Building Structure

Dear Ms Bolen,

Pursuant to our recent conversations regarding the "Lotus Moments" facility located at 2134 East Grand Ave in Des Moines, IA, please find the enclosed information.

As you are aware, I made a preliminary visit to the project site earlier today to provide a cursory overview the building and to help determine if the building and renovation techniques would be prudent in the aid of reduced noise transmission into surrounding properties.

During my visit, I spoke to your construction foreman who gave me both a tour of the facility and explained the renovations to be undertaken. Based on the information provided to me, it appears that the steps being taken are reasonable in order to minimize the impact of noise in the surrounding neighborhood.

Only two walls of the facility do not have a noise barrier present (a surrounding room between potential noise sources and the exterior of the facility). To your benefit these walls two walls are not only masonry in construction, but are also the farthest in distance from your potential noise source. (Dance floor) The standard STC (sound transmission coefficient) for a structure such as these masonry walls is approx 47dBA of attenuation.

Ceiling structure throughout the facility is planned to be acoustical tile with a 9" layer of sound absorbing insulation and small airspace above the already finished roof structure. This too will help alleviate sound transmission into surrounding areas with a published STC between 42dBA and 46dBA (range dependant on the type of ceiling tile to be installed).

Finally, the opening to the street contains a sound lock arrangement with a vestibule present to alleviate sound transmission through the building opening. This is ideal as through normal operation, at least one steel door would be used to contain sounds within the building. (at least one door should remain closed at all times to maximize effectiveness)

Based on my preliminary site visit if offer the following observations and recommendations to aid you in your wish to minimize the impact of airborne noise on the surrounding neighborhood. These recommendations are as follows;

1. Windows will most likely be the weakest portion of the structure in regards to noise transmission. I would recommend double (as currently indicated) or possibly even triple pane glass if further noise reduction is required. (the larger the airspace between panes, the better)
2. Doors in both the vestibule and exterior opening should be heavy insulated steel in construction and provide an airtight seal to minimize sound transmission.
3. We would recommend once the renovations are complete, an onsite measurement of noise transmission be conducted by our staff to identify any potential flanking or penetration of sound throughout the facility. Should any issues be observed, take corrective action through insulation and patching.
4. Noise levels at the street will be directly proportional to level and frequencies of noise within the building, so good judgment as to sound pressure levels of music should be adhered to as a policy of the venue. (Electronic apparatus are available to monitor and adjust sound pressure levels of sound reinforcement systems automatically if needed)

In closing, while our visit was cursory and informative in nature and sound transmission measurements should be made to verify performance. It appears as though reasonable steps have been taken to ensure noise into the surrounding neighborhood will be minimized with the construction techniques and materials indicated to be used. Furthermore, I feel with a few procedural steps along with implementation of the items noted above, you will be able to maintain compliance with the cities noise ordinance.

We would ask that you review the information before you. Should you have questions or concerns regarding this information, please feel free to contact me at your convenience.

Sincerely,

Todd Berger CET – Senior Systems Engineer
Audio Engineering Group

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RULES AND REGULATIONS
LOTUS MOMENTS HALL

Lotus Moments offers a facility for social functions. In order for the Hall to fulfill its objectives as a community gathering place for groups, rules are required to assure prudent management of this facility and equitable treatment of its users.

The items listed below are not necessarily an all-inclusive list of rules governing operation of the Hall, but represent the significant, necessary rules for scheduling and usage. Further, these Rules and Regulations supplement the provisions of and are incorporated in the Lease Agreement.

1. **RESERVATIONS.** All reservations shall be made through the Lotus Moments, Business Manager, Renatta Bolen, who can be contacted at (515) 333-4626. When a request is made for a reservation on a particular date, space will be reserved on the Hall calendar on a first-come, first-serve basis. However, a reservation is not finalized until the Lease Agreement and Application for Special Events Coverage and/or other insurance requirements are completed and the applicable down payment and fees, as established in the Lease Agreement, have been paid.
2. **PAYMENT.** A 50% deposit is required at the time of booking to hold your banquet reservation. Payment for all meeting and banquet must be made in full the day of the function 5 hours prior to your event. Failure to do so results in automatic cancellation of the Facility Rental Agreement. We accept all major credit cards and local Iowa Checks only. All returned checks will be assessed a surcharge of \$30.00 and you may forfeit your event date.
3. **CANCELLATION POLICY.** Deposits will be returned only if the lessee cancels by electronic notification to renatta@lotusmoments.com or by mail to PO BOX 3335 Des Moines, Iowa 50316, four weeks or more before event date. Anything less than 4 weeks you forfeit your deposit.
4. **RENTAL/USAGE FEES.** The fees that shall be charged for rental and usage of the Hall are set forth in a separate Fee Schedule. These fees are exclusive of the Damage and Cleaning Deposits described in the Lease Agreement.

A separate fee shall not be charged for a bridal shower if the Hall has been rented for the wedding/reception/dance, (fee would be all inclusive).

Non-profit associations and groups who rent the Hall on a monthly or bi-monthly basis (ie: a 4-H group, Girl Scouts, Boy Scouts, etc.) shall be charged a nominal fee of \$____.00 per meeting. These groups must also pay a \$_____ damage deposit and a \$_____ cleaning deposit, which may be held over for each meeting. The deposits shall be returned when the association or group notifies the Lotus Moments, Business Manager that they no longer intend to use the Hall. Upon inspection of the hall and the Hall has been left in satisfactory condition after the group or

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association's use of the Hall. A non-profit association or group shall also meet the insurance requirements set forth in Paragraph 3 of the Lease Agreement.


5. **ACCESS.** All access to the Hall is arranged through Lotus Moments Business Manager. The Lessee is responsible for confining his or her guests to the areas of the Hall leased in the Lease Agreement. Vendors are to come through the middle south door to check in and set up their equipment.

6. **EVENT PREPARATION AND CLEANING.** Basic room accommodations of chairs and tables, and other basic furnishings are provided. Lotus Moments will do the setting up of tables and chairs per the arrangement discuss with the lessee. It is the responsibility of the lessee to submit all room set up requirements for approval at least two weeks prior to the rental date. At the termination time, the Lessee shall leave the Hall in satisfactory condition. The checklist, provided in paragraph 12 of these Rules and Regulations must be completed.

7. **LOTUS MOMENTS PROPERTY.** All tables, chairs, linens and other furnishings belonging to Lotus Moments, shall remain in the building. There will be no subcontracting of this property to a third party.


8. **LESSEE PROPERTY.** Lessee assumes all responsibility for any goods or materials which lessee may place or their guests in or after its event.

9. **DECORATIONS.** All decorations must be removed from the Hall on or before the termination time. Rice, bird seed, glitter, potpourri and confetti cannot be thrown inside and or outside the facility. Tacks, staples, tape, pins, nails or any adhesive materials shall not be used on any wall, ceiling, table, chair or other property of the Hall. Nothing shall be attached to the ceiling or placed in the windowsills. Only free standing decorations are allowed. All decorations must comply with the applicable fire code and any other laws or regulations.


 10. **BANDS/MUSIC.** There shall be no bands or music after 12:00 a.m. midnight. However, the Lessee and the Lessee's guests may stay after midnight only to perform the clean-up requirements.

11. **SMOKING.** Pursuant to Iowa Smokefree Air Act, Lotus Moments has adopted the following policy: Smoking will be prohibited inside the Hall and the outdoor area on premise grounds.


12. **ALCOHOL BEVERAGES.** Lotus Moments is not responsible for any injuries or damages of personal property incurred as a result of or relating to the use of alcoholic beverages. Lotus Moments shall not be deemed to be the supplier of any food or beverage service. If the lessee hires a contracted caterer who will serve the food, beverage and alcohol, we will require that the caterer have a permit and must provide a copy of the permit to keep on file.

 13. **SECURITY.** Lessee shall be solely responsible to maintain an orderly event and to provide security commensurate with the nature and size of the event. Notwithstanding lessee's obligation, Lotus Moments, reserves the right to specify security measures to be taken, when in

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the sole judgment of Lotus Moments staff special security measures are warranted. All cost and expenses of security measures shall be paid by lessee. It is required if you have 150 and up to 200 with alcohol present on event hall ground, to have an off duty policeman at your own expense of \$40.00 per hour. To make arrangements, please call 515-283-4836



14. **APPROPRIATE USES.** The appropriateness of a proposed event for the Hall will be left to the better judgment of Lotus Moments, Business Manager. As a condition of leasing the Hall, it is required that the Lessee provide a full description of the proposed activities in paragraph 5 of the Lease Agreement. A Lessee may be denied use of the Hall if the Lotus Moments, Business Manager determines that his/her proposed use of the facilities is inappropriate for the facility and the community that it resides in.

15. **DISPUTES.** Lotus Moments Business Manager shall settle all disputes and disagreements arising from the scheduling, rental fees, damages, proposed use of the Hall and all other material questions not foreseen under these Rules. Everyday administrative decisions regarding the Hall shall be made by the Lotus Moments Business Manager.

16. **CAPACITY.** The maximum capacity of the Hall subject to the Lease Agreement is 200 people. The capacity of Hall shall not be exceeded 200 people.

17. **DUTIES TO BE COMPLETED ON OR BEFORE TERMINATION TIME.** Generally, the Lessee is expected to leave the Hall in the same or better condition in which it was found. The following duties must be completed by the Lessee on or before the termination time listed in the Lease Agreement. Lotus Moments Business Manager shall check the premises within 24 hours of the termination time to determine whether the following duties have been completed and whether the Hall has been left in satisfactory condition by the Lessee. This "checklist" will be utilized by Lotus Moments Business Manager as he/she inspects the Hall.

Main Hall

1. Chairs and tables
 - Wipe clean
 - Place in their original location (see attached diagram), with the chairs set up around the tables (not stacked on top of tables)
 - Extra chairs or tables should be folded and placed in their designated location
2. Floor
 - Swept
 - If soiled, scrub with cleaner located near the utility sink in the storage room. The scrub bucket should be filled at the utility sink with the hoses. The scrub water must be kept clean during the scrubbing and the scrubbing shall be done with clean mops. Remain off the floor when wet.
 - The chairs may be folded and laid carefully against the wall or placed on the tables during the sweeping and scrubbing of the floor. The chairs should be placed back around tables after floor is dry.
3. Windows – clean as necessary

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Prepping area for caterer

1. Floor
 - Swept
 - If soiled, scrub with cleaner located near the utility sink in the storage room. The scrub bucket should be filled at the utility sink with the hoses. The scrub water must be kept clean during the scrubbing and the scrubbing shall be done with clean mops. Remain off the floor when wet
2. Garbage
 - Remove all garbage and place in dumpster inside the building
 - Clean garbage cans as needed
 - Place clean garbage bags in garbage cans
 - Remove all cans, kegs, etc.
3. Dishes/Utensils
 - Wash
 - Return to proper location within the kitchen
4. Clean counters and sinks
5. Clean appliances (as necessary)
6. Dirty towels are to be placed in the laundry bag for us to wash. Unused clean towels are to be placed in the original location.

Storage Room

1. Floor
 - Swept and cleaned (as needed)
2. Garbage
 - Remove all garbage and place in dumpster behind building
 - Clean garbage cans as needed
 - Place clean garbage bags in garbage cans
 - Remove all cans, kegs, etc.
3. Clean all surfaces (tables, counters, etc)

Bathrooms

1. Floor
 - Swept
 - If soiled, scrub with cleaner located near the utility sink in the storage room. The scrub bucket should be filled at the utility sink with the hoses. The scrub water must be kept clean during the scrubbing and the scrubbing shall be done with clean mops. Remain off the floor when wet
2. Garbage
 - Remove all garbage and place in dumpster inside the building
 - Clean garbage cans (as needed)
 - Place clean garbage bags in all garbage cans
3. Clean all toilets, sinks, counters and mirrors
4. Restock toilet paper, paper towels and soap, as necessary

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Outdoors

- 1. Remove all cans, garbage, etc.
- 2. Sweep sidewalks as necessary

General

- 1. Shut all windows.
- 2. Lock all doors.
- 3. Turn off all lights.
- 4. Remove any items you brought into the Hall or onto the Hall premises. Lessees may leave items at the Hall to be picked up the next morning before 9:00 a.m. However, the Lessee should check with the Lotus Moments Business Manager to determine whether there are events the next day at the Hall and if so, have all items removed prior to the start of that event.
- 5. Return all thermostats to 50 degrees in the winter months. Turn off all thermostats during the summer months.

Please see attached diagram for locations of lights and thermostats.

If any duty on the checklist is not completed, the Lotus Moments, Business Manager will hire a cleaning service to complete the duty. The Lotus Moments, Business Manager will also hire persons to repair any damages. The fees the Lotus Moments, Business Manager incurs to return the Hall to satisfactory condition will be taken from the Lessee's damage and/or cleaning deposit. Any amount remaining from the damage or cleaning deposit will be returned to the Lessee within thirty (30) days of the completion of any work necessary to return the Hall to satisfactory condition.

16. **FUTURE USE.** Failure to abide by these Rules and Regulations may result in the Lessee's future use of the Hall being denied and/or restricted.

By signing below, you understand and agree to these terms listed on the previous pages.

Client _____ Date _____

Lotus
MOments _____ Date _____