CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: June 15, 2015

ITEM:

Resolution – Approval of a 28E Agreement
South 8th Street Improvements – County Line Road to Pine Avenue
City of Norwalk

FINANCIAL IMPACT:

The City of West Des Moines will be responsible for all construction costs to make the connection between South 8th Street in West Des Moines and 50th Avenue in Norwalk. The project is part of the Alluvion improvements.

BACKGROUND:

The City will need to utilize ROW located in Norwalk in order to connect to the paving on South 8th Street in West Des Moines with 50th Avenue in Norwalk. 50th Avenue is currently paved south of County Line Road. This agreement is necessary in order for the City to utilize Norwalk ROW for construction purposes. The attached agreement was drafted by West Des Moines staff and was approved by Norwalk on May 21, 2015.

OUTSTANDING ISSUES:

None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving a 28E Agreement with the City of Norwalk.

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

DCW

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	June 8, 2015		
Recommendation	Yes	No	Split

RESOLUTION APPROVING 28E AGREEMENT

WHEREAS, a 28E agreement is proposed for the following described public project:

South 8th Street Improvements
Project No. 0510-050-2014

and,

WHEREAS, the City of West Des Moines is working in concert with the City of Norwalk to connect the paving of S. 8th Street (West Des Moines) and 50th Avenue (Norwalk) with County Line Road with the City agreeing to construct the necessary improvements.

WHEREAS, said agreement must be approved by the City Council. This agreement has been has been approved by the City of Norwalk.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the Mayor and City Clerk are authorized and directed to enter into a 28E agreement with the City of Norwalk.

PASSED AND ADOPTED this 15th day of June, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

Iowa Code Chapter 28E Agreement between the City of West Des Moines, Iowa, and the City of Norwalk, Iowa, for the construction of the S. 8th Street (West Des Moines) / 50th Avenue (Norwalk) Improvements, West Des Moines Project # 0510-050-2014

WHEREAS, in recognition of the need to connect the paving of S. 8th Street (West Des Moines)/50th Avenue (Norwalk) with County Line Road, the City of West Des Moines, Iowa (hereinafter "West Des Moines"), agrees to construct the necessary improvements; and

WHEREAS, in recognition of the need to connect the paving of S. 8th Street (West Des Moines)/50th Avenue (Norwalk) with County Line Road, the City of Norwalk, Iowa (hereinafter "Norwalk"), has agreed to assist West Des Moines.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. Purpose

1. The purpose of this Agreement is to establish terms and conditions for the provision of services and funding, if necessary, by Norwalk and West Des Moines for the construction of improvements on and near 50th Avenue in Norwalk, Iowa (hereinafter "Project").

2. The Agreement is a voluntary undertaking of the parties. It is not the intention of the parties to create a new legal entity.

II. Duration

1. The Agreement shall become effective upon approval by each governing body and signing by the mayor of Norwalk and the mayor of the City of West Des Moines. The Agreement shall remain in full force, unless otherwise mutually agreed by the parties in writing, and shall terminate upon completion and acceptance of the project by each governing body.

III. Services and Responsibilities

1. West Des Moines shall be the lead agency and shall be responsible for the construction of the Project and administrative obligations.

2. Both parties will have the opportunity to review design plans services and offer suggestions prior to construction.

3. Norwalk and West Des Moines will work together to acquire any necessary temporary construction or permanent easement areas. This includes, but is not limited to, Norwalk providing liaison services during the acquisition of right-of-way.

4. Norwalk will grant to West Des Moines, at no cost, the right to construct improvements in Norwalk's existing right-of-way areas. Both parties agree that non-paved areas disturbed by construction in Norwalk's right-of-way will be seeded.

5. Both parties agree that reasonable steps will be taken to accommodate emergency vehicle travel between 50th Avenue and County Line Road. Both parties agree reasonable steps will be taken to maintain access to the 7080 County Line Road, Norwalk, Iowa. However, both parties acknowledge and agree that access and travel by emergency vehicles and the public on these roads will be interrupted intermittently during construction.

6. Both parties anticipate the vertical profile of S. 8th Street and County Line Road will be lowered approximately eight (8) feet.

7. Each party shall maintain review authority for the obligations it undertakes or that are imposed by this Agreement.

8. Upon completion and acceptance of the Project, Norwalk shall be responsible for the operation and maintenance of the improvements within its corporate limits. Norwalk will be provided a 4 (four) year maintenance bond by the contractor for the improvements construction in Norwalk.

9. Each party shall maintain supervision and be responsible for its personnel for activities performed under this Agreement.

IV. Acquisition of Property

1. Any acquisition of real or personal property shall be made solely for construction and/or operation of the Project, including acquisition of real property for right-of-way and/or real property for the location of appurtenant structures included in the design of, or determined to be necessary for, construction of the Project. Real property acquired for the Project shall be titled in the name of the City of West Des Moines, Iowa or the City of Norwalk, Iowa, depending upon the location of the property.

V. Financial Agreement

1. The Parties agree that West Des Moines will be responsible for total project costs related to and necessary for the Project.

VI. Administrator and Notice

The West Des Moines City Engineer and the Norwalk City Manager shall be joint administrators of this Agreement.

Notice to the City of West Des Moines shall be provided to:

Duane Wittstock
City Engineer – City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265
(515) 222-3620

Notice to the City of Norwalk shall be provided to:

Marketa Oliver
City Manager
705 North Avenue
Norwalk, Iowa
(515) 981-0933 ext. 2254

VII. Indemnification

Each party agrees to indemnify and hold the other party, its elected officers, agents, employees and successors and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the party, its successors and assigns, may incur or sustain by reason of the indemnifying party's breach of this Agreement or the indemnifying party's failure to legally or timely meet the responsibilities imposed herein, or by reason of the torts of the indemnifying party.

VIII. Amendments

Amendments to the Agreement may be made by mutual agreement in writing by the parties subject to approval of each governing body.

IN WITNESS THEREOF, the City of Norwalk, Iowa and the City of West Des Moines, Iowa have caused this Agreement to be executed in three (3) counterparts, each of which shall be considered an original, this _____ day of _____, 2015.

CITY OF NORWALK, IOWA

_____
Tom Phillips, Mayor

ATTEST:

_____
Jodi Eddleman, ~~Deputy~~ City Clerk

CITY OF WEST DES MOINES, IOWA

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

RECEIVED
CITY OF WDM

JUN 1 2015

DEVELOPMENT
SERVICES

RESOLUTION NO. 0521-15-046

A Resolution approving a 28E agreement between the Cities of West Des Moines and Norwalk for the construction of the S. 8th Street (West Des Moines) / 50th Avenue (Norwalk) improvements

WHEREAS, in recognition of the need to connect the paving of S. 8th Street (West Des Moines)/50th Avenue (Norwalk) with County Line Road, the City of West Des Moines, Iowa (hereinafter "West Des Moines"), agrees to construct the necessary improvements; and

WHEREAS, in recognition of the need to connect the paving of S. 8th Street (West Des Moines)/50th Avenue (Norwalk) with County Line Road, the City of Norwalk, Iowa (hereinafter "Norwalk"), has agreed to assist West Des Moines.

NOW THEREFORE, the City of Norwalk, Iowa adopts the attached 28E Agreement.

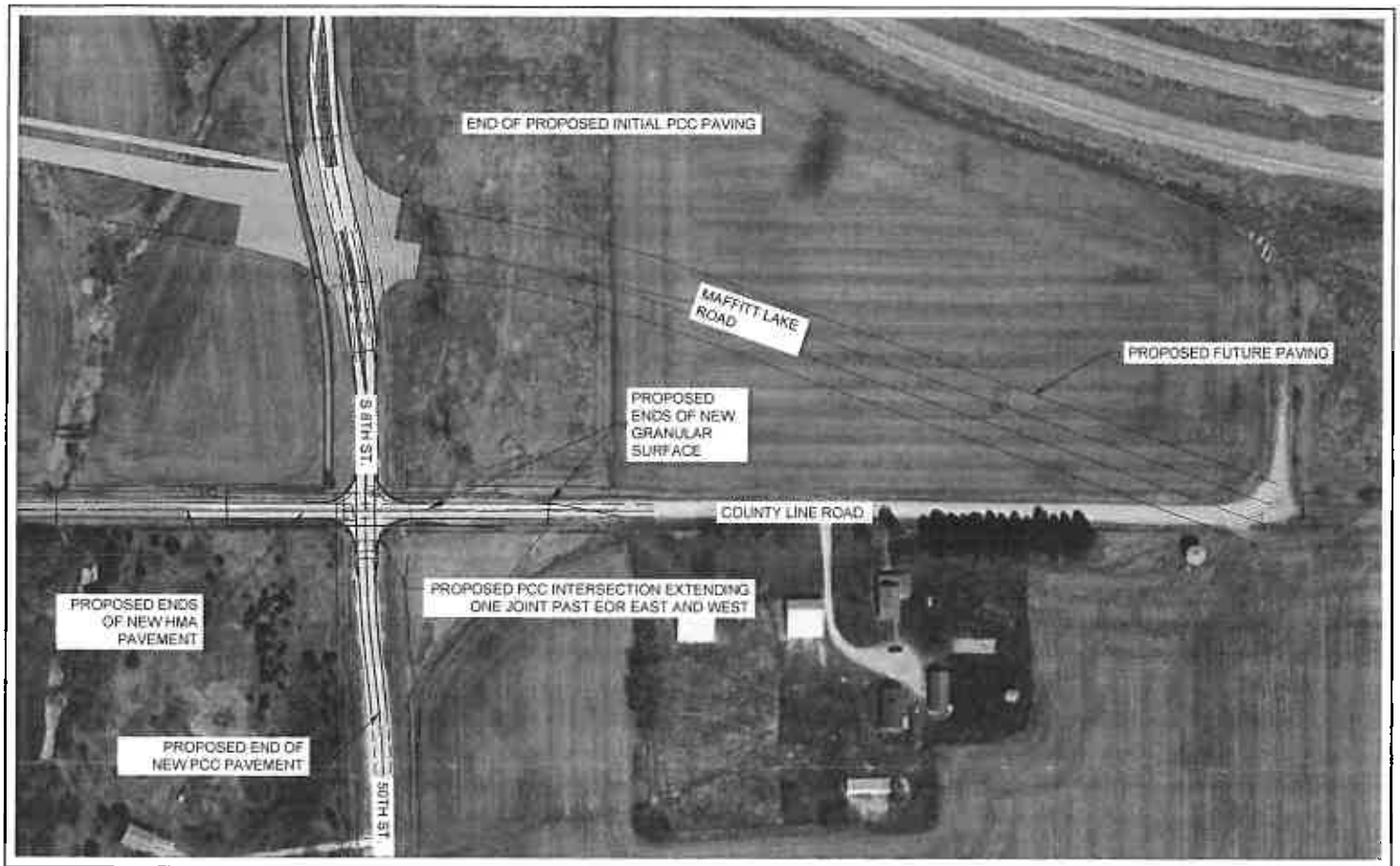
PASSED AND APPROVED this 21st day of May, 2015.

Tom Phillips, Mayor

ATTEST:

Jodi Eddleman, City Clerk

ROLL CALL VOTE:	Aye	Nay	Absent
Delker	✓		
Greteman			✓
Isley	✓		
Jackson	✓		
Livingston	✓		



PROJECT NO. 5210-050-2014	SCALE 1"=20'	No.	DATE	REVISION	BY
PROJECT DATE 10/14	DRAWN BY ENG	1	11/18/2014	CITY RMP ACCESS ROAD AND EXISTING RIDGE STA 10/18/2014	BRS
P.S.	CHECKED BY CHB	2			
		3			
PLOT DATE 11/18/14		4			

MSA
Professional Services, Inc.
1400 SW Delaverse Ave., Ste. P Ankeny, IA 50021
515-964-1928 1-800-244-1122 Fax: 515-964-4033
Web Address: www.msa-ps.com
Audit Authorized Licensing IA

Norwalk Planning Exhibit

ALLUVION
CITY OF WEST DES MOINES, IA
WDM/NORWALK BORDER

Project No. 5210-050-2014

Sheet 1 of 1