CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: August 24, 2015

ITEM: Resolution - Approval of Addendum to Agreement with Iowa Department of Transportation, Addendum No. 2013-16-042A

FINANCIAL IMPACT: Acceptance of the agreement will allow the City to defer a portion of its current obligation to the Iowa Department of Transportation (IDOT) related to construction of the Grand Prairie Parkway (formerly 105th St) / I-80 interchange (the "Interchange"). The City had previously included these construction costs in its 2014 General Obligation Bond Series Issuance, but deferment of payment for this project will allow, and in fact require, the City to spend these proceeds on other street improvement project(s).

SYNOPSIS: The cities of West Des Moines and Waukee and IDOT previously entered into agreements to develop and construct the Interchange. The cities have been able to negotiate a modification to the reimbursement arrangements that delays payment of half of the amount related to the rest areas until project closeout. Additionally, payments for other costs associated with the project will be made in equal payments over ten years without interest. It is estimated that payments will begin on or around January 1, 2020.

OUTSTANDING ISSUES (if any): None.

RECOMMENDATION: Approve the Addendum, Iowa DOT Addendum number 2013-16-042A.

Lead Staff Member: Tom Hadden, City Manager

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	None		
Date Reviewed			
Recommendation			

RESOLUTION NO._____

RESOLUTION APPROVING ADDENDUM TO AGREEMENT 2013-16-042 BETWEEN THE CITIES OF WEST DES MOINES AND WAUKEE AND THE IOWA DEPARTMENT OF TRANSPORTATIO (105TH STREET/ALICE'S ROAD I-80 INTERCHANGE)

WHEREAS, the cities of Waukee and West Des Moines and the Iowa Department of Transportation have previously entered into the following agreements for the above referenced project: Agreement No. 04-08-HDP-014 for improvements to 105th Street/Alice's Road over I-80 in Waukee and West Des Moines was executed by the DOT on September 12, 2008, Waukee on August 4, 2008, and West Des Moines on July 28, 2009; Addendum 04-08-HDP-014A to address project t administration and ownership of the bridge was executed by the DOT on February 3, 2009, Waukee on February 3, 2009 and West Des Moines on January 31, 2009; and Methodology Letter of Understanding 2012-16-164 for an interchange justification report was executed by DOT on June 23, 2011, Waukee on June 20, 2011, West Des Moines on June 20, 2011 and the Federal Highway Administration on August 2, 2011; and Agreement no. 2013-16-042 for construction of a new interchange on I-80 at 105th Street/Alice's Road on March 14, 2014 (Waukee) and March 10, 2015 (West Des Moines); and

WHEREAS, after the execution of those agreements, the parties negotiated favorable modifications to the reimbursement arrangements which are contained in Addendum Number 2013-16-042-A.

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

1. The Addendum to Agreement, 2013-16-042A, is approved.

2. The Mayor is authorized to sign the Addendum and the City Clerk is directed to attest to the Mayor's signature on the Addendum, after which the Addendum shall be filed with the appropriate agencies.

PASSED AND ADOPTED this 24th day of August, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

December 2010

IOWA DEPARTMENT OF TRANSPORTATION
Addendum to
Agreement No. 2013-16-042

County	Dallas
City	Waukee/West Des Moines
Project No.	STP-U-8177(603)--70-25 HDP-8177(606)--71-25 NEPA-8177(109)--83-25 IMN-080-3(174)115--0E-25 IMN-080-3(175)119--0E-25
Iowa DOT Addendum No.	2013-16-042A
Staff Action No.	

This Addendum, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the cities of Waukee and West Des Moines, Iowa, hereafter designated the "CITIES" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 and 761 Iowa Administrative Code Chapter 150 as applicable;

The CITIES in joint cooperation with the DOT have proposed to develop and construct a new interchange on I-80 within Dallas County, Iowa; and

The DOT and the CITIES previously entered into the following agreement(s) for the above referenced project: Agreement No. 04-08-HDP-014 for improvements to 105th Street/Alice's Road over I-80 in Waukee and West Des Moines was executed by the DOT on September 12, 2008, Waukee on August 4, 2008 and West Des Moines on July 28, 2008; Addendum 04-08-HDP-014A to address project administration and ownership of the bridge was executed by the DOT on February 3, 2009, Waukee on February 3, 2009 and West Des Moines on January 31, 2009; and Methodology Letter of Understanding 2012-16-164 for an interchange justification report was executed by DOT on June 23, 2011, Waukee on June 20, 2011, West Des Moines on June 20, 2011 and the Federal Highway Administration on August 2, 2011; and Agreement No. 2013-16-042 for construction of a new interchange on I-80 at Alice's Road/105th Street was executed by the DOT and CITIES on March 24, 2014 and March 10, 2015 respectively; and

Subsequent to execution of the above referenced agreements the CITIES requested modification to the reimbursement arrangements which would allow them ample time to develop the adjacent systems.

This Addendum reflects the current concept of this project which is subject to modification by mutual agreement between the CITIES and the DOT; and

Now, therefore, it is agreed as follows:

1. Section 2.a. of Agreement 2013-16-042 identifies reimbursement related to the rest areas. The first of two reimbursement payments has been made and received from the CITIES. The second billing and subsequent reimbursement is being delayed and will be added to the remaining project construction costs which will be calculated and billed at project close out.

2. Section 8.a. of Agreement 2013-16-042 refers to the project construction reimbursement procedures. As noted in Section 1 above the remaining project construction costs will be calculated and billed at project close out. The City of Waukee, the lead local governmental agency, will annually budget for and reimburse the DOT for these remaining costs in equal payments over ten years. The LPA will not be charged or billed any interest. It is estimated that these payments will begin on or around January 1, 2020.

General Provisions

3. If the CITIES have completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the CITIES shall promptly provide notice of the modification, amendment or revision to the DOT. If the CITIES do not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the CITIES adopt an FIS in an area affected by the project after the date of this Agreement, the CITIES shall promptly provide notice of the FIS to the DOT.

4. In accordance with Iowa Code Chapter 216, the CITIES shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

5. It is the intent of both (all) parties that no third party beneficiaries be created by this Addendum.

6. If any section, provision, or part of this Addendum shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Addendum as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Addendum cannot be fulfilled.

7. This Addendum may be executed in (two) counterparts, each of which so executed will be deemed to be an original.

8. This Addendum, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the CITIES and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Addendum No. 2013-16-042A as of the date shown opposite its signature below.

CITY OF WAUKEE:

By: William F. Beard Date 8-17, 2015.
Title: Mayor

I, Rebecca D. Schueff, certify that I am the Clerk of the City, and that William F. Beard, who signed said Agreement for and on behalf of the City was duly authorized to execute the same on the 17th day of August, 2015.

Signed: Rebecca D. Schueff
City Clerk of Waukee, Iowa.

CITY OF WEST DES MOINES:

By: _____ Date_____, 20___.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that _____, who signed said Agreement for and on behalf of the City was duly authorized to execute the same on the ____ day of_____, 20___.

Signed: _____
City Clerk of West Des Moines, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By:_____ Date_____, 20___.
Troy A. Jerman
District Engineer
District 4