CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE: September 21, 2015**

Motion – Approving Amendment No. 1
Relocation and Reimbursement Agreement
MidAmerican Energy Company

FINANCIAL IMPACT:

The original Relocation and Reimbursement Agreement includes reimbursement for relocation of MidAmerican Energy Company facilities up to $2,300,000. Amendment No. 1 to the Agreement does not change the original reimbursement amount. All costs for these services will be paid from the Alluvion TIF.

BACKGROUND:

As part of the development agreement between the City of West Des Moines and Microsoft Corporation for the Alluvion project the City is required to relocate an existing 161,000 volt electric transmission line located on the site. An agreement with MidAmerican Energy Company for relocation of this transmission line was executed on July 24, 2014. During project development an alternate alignment was required in order to satisfy the adjacent property owners. This amendment to the agreement modifies the relocated transmission line alignment at no additional cost to the City.

RECOMMENDATION:

City Council Adopt:

- Motion Approving Amendment No. 1 to the Relocation and Reimbursement Agreement.

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

STAFF REVIEWS

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

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Works		
Date Reviewed	September 17, 2015		
Recommendation	Yes	No	Split

AMENDMENT TO
RELOCATION AND REIMBURSEMENT AGREEMENT

IT IS AGREED this ____ day of _____, 2015, by and between the City of West Des Moines, Iowa ("City") and MidAmerican Energy Company ("MidAmerican") as follows:

Recitals

A WHEREAS, as part of planned development by others at the Willow Creek Golf Course, City and MidAmerican entered into a Relocation and Reimbursement Agreement ("Agreement") dated July 24, 2014, for MidAmerican to relocate a MidAmerican-owned and operated 161,000-volt electric line ("electric line") located on private easement; and

B. WHEREAS, under the Agreement, MidAmerican agreed to perform this line relocation work in two phases; and

C. WHEREAS, MidAmerican has already completed the first phase of line relocation work under the Agreement; and

D. WHEREAS, City desires that the second phase of line relocation work under the Agreement be cancelled and that other line relocation work described in this Amendment to Relocation and Reimbursement Agreement ("Agreement Amendment") instead be performed by MidAmerican; and

E. WHEREAS, MidAmerican is willing to substitute the line relocation work in the second phase under the Agreement with the line relocation work as generally described in Section H.1 herein in return for the compensation set forth in Section F herein; and

F. WHEREAS, City will reimburse MidAmerican for its costs under the Agreement and will also reimburse MidAmerican for its costs under the Agreement Amendment, including applicable tax gross-up, to relocate the electric line, as long as the total cost for the line relocation work already performed by MidAmerican under the Agreement and the line relocation work to be performed by MidAmerican under the Agreement Amendment does not exceed the compensation amount described in Section E.3 of the Agreement; and

G. WHEREAS, except as expressly amended herein, the Agreement shall remain unaltered and in full force and effect, and in the event of any conflict or inconsistency between the terms of this Agreement Amendment and the Agreement, the terms of the Agreement Amendment will control; and

H. THEREFORE, the parties agree as follows:

1. Services. Following execution of this Agreement Amendment, MidAmerican shall continue work on the Services, relocating the electric line from a location as generally

described in Amendment Exhibit A, to a new location as generally described in Amendment Exhibit B. This changed work scope also includes guying relocation work requested by the City to accommodate road construction. All of this work is anticipated to be completed by December 31, 2015.

2. Prerequisite work by City. City shall also provide MidAmerican with permanent easement rights in all existing and proposed public road rights-of-way for the electric line relocation work generally described in Amendment Exhibit B to replace existing private easements.

3. Obsolete easements. MidAmerican shall also release all easements that become obsolete or unnecessary by the operation of this Agreement Amendment.

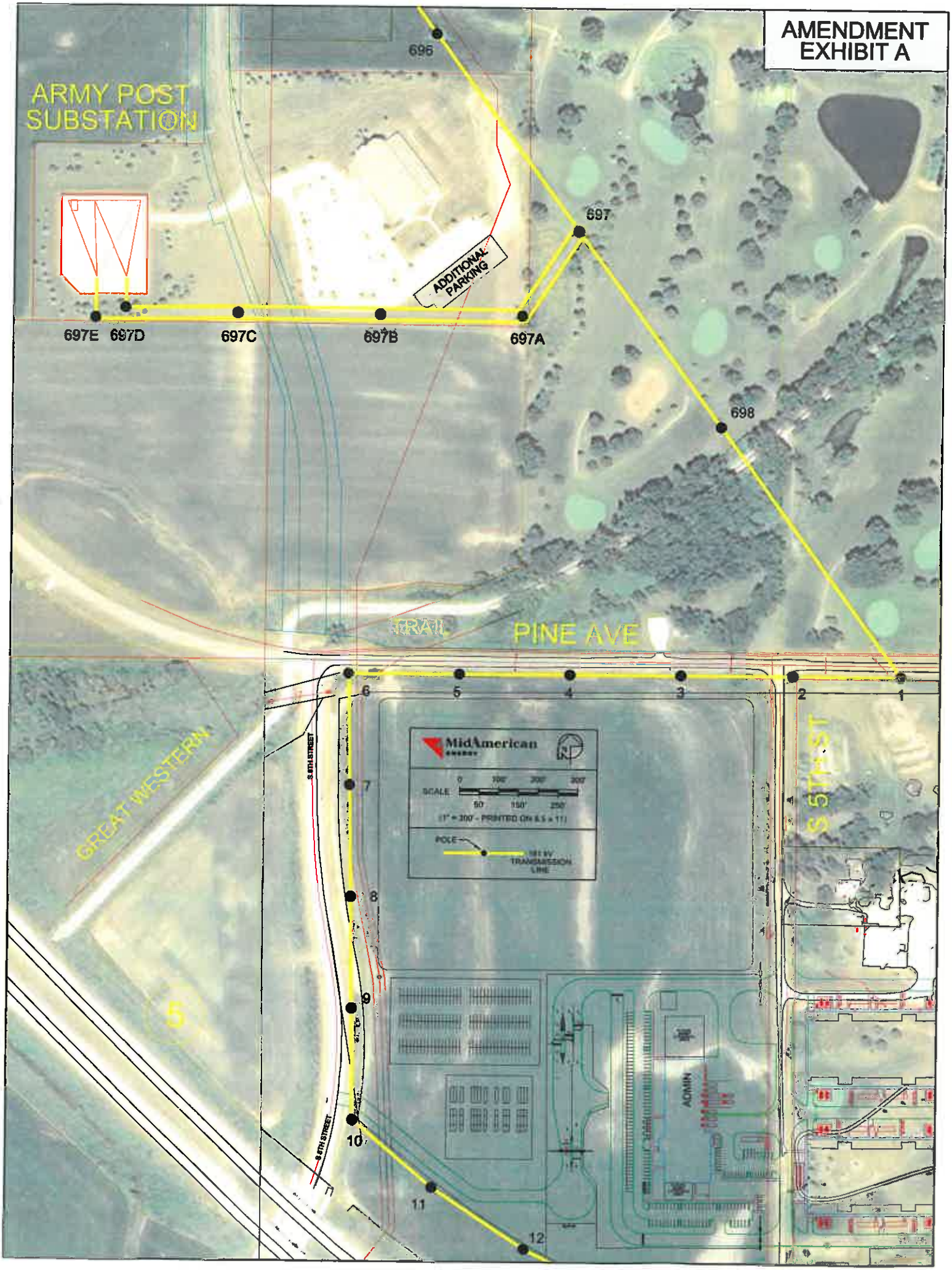
IN WITNESS WHEREOF, the City of West Des Moines, Iowa and MidAmerican Energy Company have caused this Amendment to Relocation and Reimbursement Agreement to be executed by their duly authorized representatives to be effective on the date and year first above written.

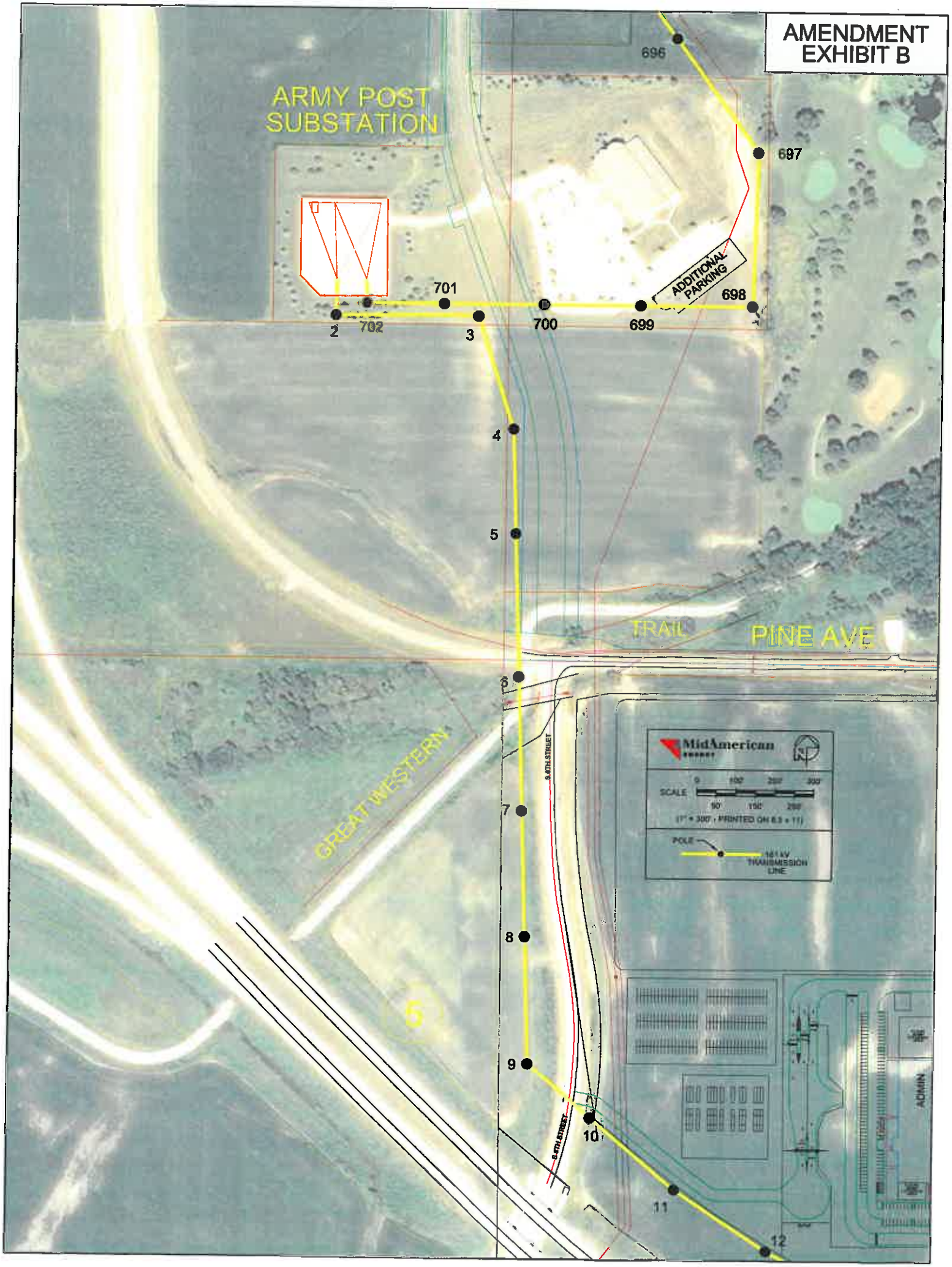
CITY OF WEST DES MOINES, IOWA

By: _____
Name: _____
Title: _____

MIDAMERICAN ENERGY COMPANY

By: _____
Name: _____
Title: _____


AMENDMENT
EXHIBIT A
ARMY POST
SUBSTATION
696
697
698
ADDITIONAL
PARKING
697E
697D
697C
697B
697A
TRAIL
PINE AVE
GREAT WESTERN
S 5TH ST
S 6TH STREET
MidAmerican
SCALE
0
100'
200'
300'
50'
150'
250'
(1" = 300' - PRINTED ON 8.5 x 11)
POLE
161 kV
TRANSMISSION
LINE
ADMIN
1
2
3
4
5
6
7
8
9
10
11
12


AMENDMENT EXHIBIT B
ARMY POST SUBSTATION
696
697
698
ADDITIONAL PARKING
699
700
701
702
2
3
4
5
6
7
8
9
10
11
12
TRAIL
PINE AVE
GREAT WESTERN
S 6TH STREET
S 6TH STREET
MidAmerican
SCALE
POLE
161 kV TRANSMISSION LINE
ADMIN