CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: November 16, 2015

ITEM:

Resolution – Approval of 28E Intergovernmental Agreement
Funding of Operation of Flood-Warning and River-Height Gaging Station
Des Moines, West Des Moines and Board of Water Works Trustees City of Des Moines

FINANCIAL IMPACT:

The exact cost of the agreement is not known at this time. The City has expended approximately $12,000 per year over the past three years on these gages. These costs will be paid from budgeted account no. 0100.10.455.3.4500.

SYNOPSIS:

The existing 28E Agreement was approved on April 18, 2011 and expires January 1, 2016. Approval of this agreement will continue the financial arrangement for the operation and maintenance of the gaging stations at Walnut Creek and 63rd Street (Des Moines), Raccoon River at Van Meter, Raccoon River at Highway 28, and the Raccoon River at Fleur Drive. These stations are utilized in the flood alert system. The gages are monitored and operated by the US Department of the Interior. The City of Des Moines will be the lead agency under the agreement. Costs will be split proportionally based on the benefit of the respective gage as spelled out in the agreement. The new agreement is set to expire on January 1, 2026.

BACKGROUND:

The City has been participating in the joint Flood Alert System since 1988. These gages are an integral part of that system and are used to predict flood elevations and flood fighting strategies.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving 28E Agreement.

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

DCW

STAFF REVIEWS

Department Director	Duane C. Wittstock, P.E., L.S., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)		**SUBCOMMITTEE REVIEW** (if applicable)			
Published In		Committee	Public Works		
Dates(s) Published		Date Reviewed	November 9, 2015		
		Recommendation	Yes	No	Split

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RESOLUTION APPROVING 28E INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF DES MOINES, THE CITY OF WEST DES MOINES, AND THE BOARD OF WATER WORKS TRUSTEES, CITY OF DES MOINES FLOOD-WARNING AND RIVER-HEIGHT GAGING STATION

WHEREAS, the Cities of Des Moines, West Des Moines and the Board of Trustees, Des Moines Water Works have an existing Agreement for the financial responsibilities for the operation and maintenance of stream gaging stations at Walnut Creek and 63rd Street (Des Moines), Raccoon River at Van Meter, Raccoon River at Highway 28, and the Raccoon River at Fleur Drive.

and,

WHEREAS, the stream gaging stations are an integral component of the Flood Alert System.

and,

WHEREAS, the existing Agreement expires on January 1, 2016;

therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA, that the Chapter 28E Agreement by and between the City of Des Moines, the City of West Des Moines and the Board of Trustees , Des Moines Water Works, is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are directed to execute said 28E Agreement with City of Des Moines, the City of West Des Moines and the Board of Trustees , Des Moines Water Works.

PASSED AND APPROVED this 16th day of November, **2015.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T Jacobson, City Clerk

AGREEMENT BETWEEN THE CITY OF DES MOINES,
CITY OF WEST DES MOINES, AND BOARD OF WATER WORKS TRUSTEES,
CITY OF DES MOINES, IOWA, FOR PAYMENT FOR OPERATION OF A
FLOOD-WARNING AND RIVER-HEIGHT GAGING STATION
ON
WALNUT CREEK AT 63RD STREET IN DES MOINES
(KNOWN AS 1ST STREET IN WEST DES MOINES)
AND ON THE RACCOON RIVER AT 63RD STREET, AT THE CITY OF VAN METER, AND
AT FLEUR DRIVE

This Agreement, between the City of Des Moines (hereinafter called "Des Moines"), the City of West Des Moines (hereinafter called "West Des Moines "), and Board of Water Works Trustees, City of Des Moines, Iowa (hereinafter called "Water Works"), is undertaken for the purposes of funding the operation of gaging stations on Walnut Creek at 63rd Street, and on the Raccoon River at Van Meter, at 63rd Street and at Fleur Drive in Des Moines, Iowa, operated by the United States Department of the Interior.

1. Nature of Agreement

The gaging stations will be used to track large floods on the Raccoon River and Walnut Creek and to provide information in operating existing flood-control systems. The Corps of Engineers will also utilize these gages. The data from these gages will be utilized by the existing ALERT SYSTEM for the Des Moines area. This Agreement provides for the payment of the operating costs of the gaging stations.

2. Responsibilities of Des Moines

Des Moinesshall:

a. Execute yearly contracts with the United States Department of the Interior to pay for operation of the gaging stations on Walnut Creek at 63rd Street, and on the Raccoon River at Van Meter, at 63rd Street and at Fleur Drive, equipped with lark units.

b. Bill to West Des Moines, on an annual basis, one-half of the operating cost billed to Des Moines by the Department of the Interior and one-half of the cost of the telephone for the gaging stations on the Raccoon River at 63rd Street and Walnut Creek at 63rd Street.

Bill to West Des Moines , on an annual basis, one-third of the operating cost billed to Des Moines by the Department of the Interior for the gaging station on the Raccoon River at Van Meter.

c. Bill to Water Works, on an annual basis, one-third of the cost billed to Des Moines by the Department of the Interior for the gaging station on the Raccoon River at Van Meter.

Bill to Water Works, on an annual basis, one-half of the cost billed to Des Moines by the Department of the Interior for the gaging station on the Raccoon River at Fleur Drive.

3. Responsibilities of West Des Moines

a. West Des Moines agrees to pay to Des Moines each year of the term of this Agreement, one-half of the operating cost billed to Des Moines by the Department of the Interior and one-half of the cost of the telephone for the gaging stations on the Raccoon River at 63rd Street and Walnut Creek at 63rd Street.

b. West Des Moines agrees to pay to Des Moines each year of the term of this Agreement, one-third of the operating cost billed to Des Moines by the Department of the Interior for the gaging station on the Raccoon River at Van Meter

c. West Des Moines shall pay bills received from Des Moines in a timely manner, but not more than 45 days after receipt. Unpaid amounts shall accrue interest at a rate of 10% per annum.

4. Responsibilities of Water Works

a. Water Works agrees to pay to Des Moines each year of the term of this Agreement, one-third of the cost billed to Des Moines by the Department of the Interior for the gaging station on the Raccoon River at Van Meter.

b. Water Works agrees to pay to Des Moines each year of the term of this Agreement, one-half of the cost billed to Des Moines by the Department of the Interior for the gaging station on the Raccoon River at Fleur Drive.

c. Water Works shall pay bills received from Des Moines in a timely manner, but not more than 45 days after receipt. Unpaid amounts shall accrue interest at a rate of 10% per annum

5. General Terms and Provisions

a. The duration of this Agreement shall be until January 1, 2026, subject to the provisions of Paragraph 4.d hereof.

b. This Agreement shall not be construed to create any separate legal or administrative entity.

c. This Agreement shall be administered by the City Manager of the City of Des Moines, Iowa.

d. This Agreement may be terminated by written agreement of Des Moines, West Des Moines, and Water Works.

e. Indemnification Requirements. No party shall, by reason of this Agreement, be obligated to defend, hold harmless or indemnify any other party to this Agreement from any liability to third-parties; from and against any liability, loss, damage, claim or lawsuit asserted against them or any of them arising out of or in any way connected with this Agreement,

6. Effective Date

This Agreement is effective as of the last date shown below upon execution by all parties hereto.

FORM APPROVED:

_____
Kathleen Vanderpool
Deputy City Attorney

Executed as of this _____ day of _____ 2015.

CITY OF DES MOINES, IOWA

_____
Scott Sanders
City Manager

ATTEST:

_____
Diane Rauh
City Clerk

Executed as of this _____ day of _____ 2015.

CITY OF WEST DES MOINES, IOWA

_____

Steven K. Gaer
Mayor

ATTEST:

_____

Ryan T. Jacobson
City Clerk

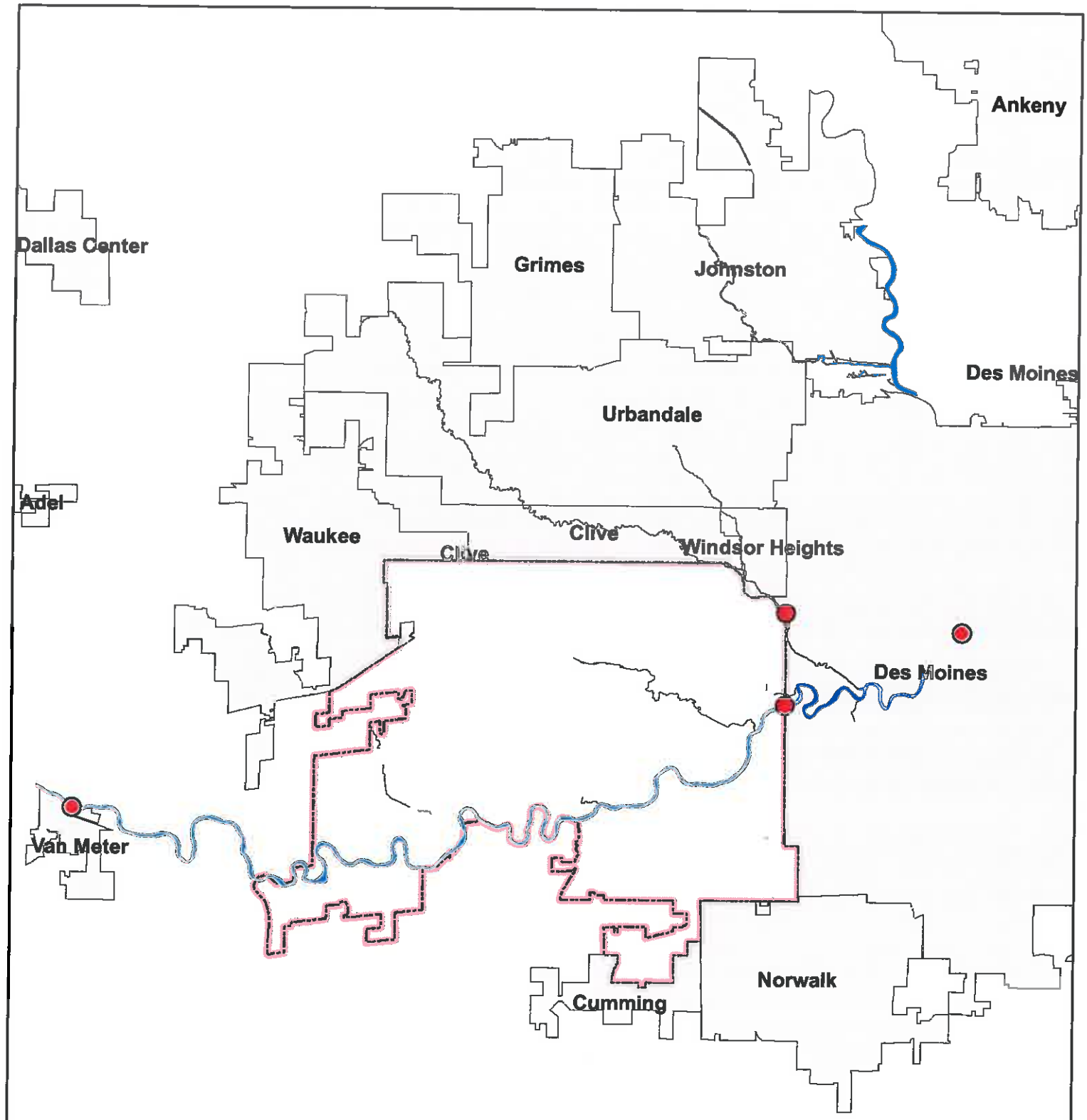
Executed as of this _____ day of _____ 2015.

BOARD OF WATER WORKS TRUSTEES,
CITY OF DES MOINES, IOWA

_____
Graham Gillette
Chairperson

ATTEST:

_____
William G. Stowe
CEO and General Manager



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LEGEND

PROJECT LOCATIONS

THE CITY OF WEST DES MOINES

CITY OF WEST DES MOINES
ENGINEERING SERVICES
4200 MILLS CIVIC PARKWAY
WEST DES MOINES, IOWA 50265
PH: (515) 222-3620 FAX: (515) 273-0602

PROJECT: USGS Department of the Interior - Stream Gaging Stations

Project No. 0419-002

LOCATION:

EXHIBIT "A"

DRAWN BY: JMS | DATE: 11/12/2015 | SHT. 1 OF 1