CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: February 19, 2019

ITEM:

Resolution - Approval of Agreement with Waukee Community School District for HAWK Beacon
EP True Parkway Widening – Jordan Creek Parkway to 81st Street

FINANCIAL IMPACT:

The Agreement with the Waukee Community School District for the installation of a HAWK Beacon at 78th Place & EP True Parkway associated with the EP True Parkway Widening project from Jordan Creek Parkway to 81st Street is not to exceed $50,000.00. Reimbursement will be applied to account no. 500.000.000.5250.490 with the ultimate funding coming from Jordan Creek Urban Renewal Area TIF.

BACKGROUND:

The EP True Parkway Widening project from Jordan Creek Parkway to 81st Street will include the installation of a pedestrian hybrid beacon, also known as a High-intensity Activated crossWalK ("HAWK") beacon, at the 78th Place & EP True Parkway intersection. A HAWK beacon is a type of traffic control that provides pedestrians with a protected "walk" phase at a crosswalk. Overhead beacons stay dark until a pedestrian pushbutton is actuated. The beacons then stop traffic and give a "walk" indication to the pedestrian, before returning to dark phase. There are two (2) HAWK beacons currently in use in West Des Moines at 65th Street & Ashworth Road and South 50th Street & Wistful Vista Drive. This particular HAWK beacon is intended to primarily serve pedestrians with their destination being either the Brookview Elementary School or the City's Brookview Park adjacent to the school. The Waukee Community School District approved this Agreement at their regularly scheduled Board meeting on February 11, 2019.

This agenda item was distributed to the Public Services Subcommittee by e-mail only since there was no meeting.

OUTSTANDING ISSUES: None.

RECOMMENDATION:

City Council Adopt:

- Resolution Approving Agreement with Waukee Community School District for HAWK Beacon.

Lead Staff Member: Brian J. Hemesath, P.E., City Engineer BJH

STAFF REVIEWS

Department Director	Brian J. Hemesath, P.E., City Engineer
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

RESOLUTION APPROVING AGREEMENT WITH WAUKEE COMMUNITY SCHOOL DISTRICT FOR INSTALLATION OF A HAWK BEACON AT 78TH PLACE & EP TRUE PARKWAY

WHEREAS, funding is available for the EP True Parkway Widening project from Jordan Creek Parkway to 81st Street; and,

WHEREAS, the Waukee Community School District executed an agreement on February 11, 2019 with the City of West Des Moines for reimbursement of 50% of the costs of the design and installation of a HAWK Beacon at 78th Place & EP True Parkway, not-to-exceed $50,000.00; and,

WHEREAS, it is in the best interest of the City of West Des Moines to authorize and approve the Agreement; and,

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

1. The Agreement between the City of West Des Moines and the Waukee Community School District is hereby accepted and approved.

2. The Mayor is authorized to sign the Agreement and the City Clerk is directed to attest the Mayor's signature.

PASSED AND APPROVED on this **19th** day of **February, 2019.**

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, CMC
City Clerk

AGREEMENT

THIS AGREEMENT is entered into by and between the City of West Des Moines, Iowa, a municipal corporation, ("City") and the Waukee Community School District, a school corporation, organized and existing under the laws of the State of Iowa, ("School")(together "Parties") on the 11 day of Feb., 2019.

RECITALS

A. The School is the owner of Brookview Elementary School located on property locally known as 8000 EP True Parkway in the City of West Des Moines; and

B. The Parties have determined it is in their best interests to locate a flashing beacon at the intersection of 78th Place and EP True Parkway, immediately adjacent to the associated pedestrian crosswalk markings.

C. The City is agreeable to installing the flashing beacon and the School is agreeable to sharing the costs of the installation of the flashing beacon pursuant to the terms and conditions set forth in this Agreement.

CONDITIONS AND RESPONSIBILITES

For the mutual promises and covenants set forth and herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Installation. The City will install the flashing beacon at the intersection of 78th Place and EP True Parkway, tentatively scheduled to be installed in 2019 while school is not in session for the summer.

2. Reimbursement. The School will reimburse the City fifty percent (50%) of first one hundred thousand dollars ($100,000) of installation costs associated with the installation of the flashing beacon. Costs may include, but are not limited to, flashing beacon, pedestrian crosswalk markings, signs, sidewalk & ramp improvements, and new electrical service costs as well as prorated share of engineering design and construction observation costs. The School shall reimburse the City within 30 days of billing.

3. Maintenance. The City will maintain the pedestrian crosswalk markings, signs, and flashing beacon upon a schedule within its sole discretion. Maintenance provided by the City may include, but is not limited to, routine maintenance, replacement due to obsolescence, replacement due to accidents or replacement due to acts of God. The City shall pay for all monthly electrical charges. The School shall maintain all of its sidewalks and ramps in accordance with City Code and State law.

4. Indemnification. The Parties agree to indemnify and hold harmless one another and their public officials, officers, employees, agents and representatives from any and all claims, penalties, causes of action, demands, and expenses of every kind, including, but not limited to, all reasonable investigative fees, attorney's fees, and court costs, which are due to or arise, in whole or in part, from the pedestrian crosswalk markings, signs and flashing beacon.

5. Termination. This agreement may be terminated by either party with one (1) year notice. If the agreement is terminated for any reason, the pedestrian crosswalk markings, signs, and flashing beacon shall be removed prior to the agreement termination, at both Parties' expense.

DATED this 11 day of February, 2019.

WAUKEE COMMUNITY SCHOOL DISTRICT,
a school corporation

Wendy Liskey, President

Angie Morrison, Board Secretary

STATE OF IOWA)
)ss
COUNTY OF POLK)

On February 11, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Wendy Liskey and Angie Morrison, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of the Board of Directors of the Waukee Community School District, the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by the authority of its Board of Directors; and that the President and Secretary, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

MARSHA D. JACOBSON
Commission Number 176435
My Commission Expires
10-12-21

Notary, State of Iowa

CITY OF WEST DES MOINES, IOWA,
an Iowa municipal corporation

_____
Steven K. Gaer
Mayor

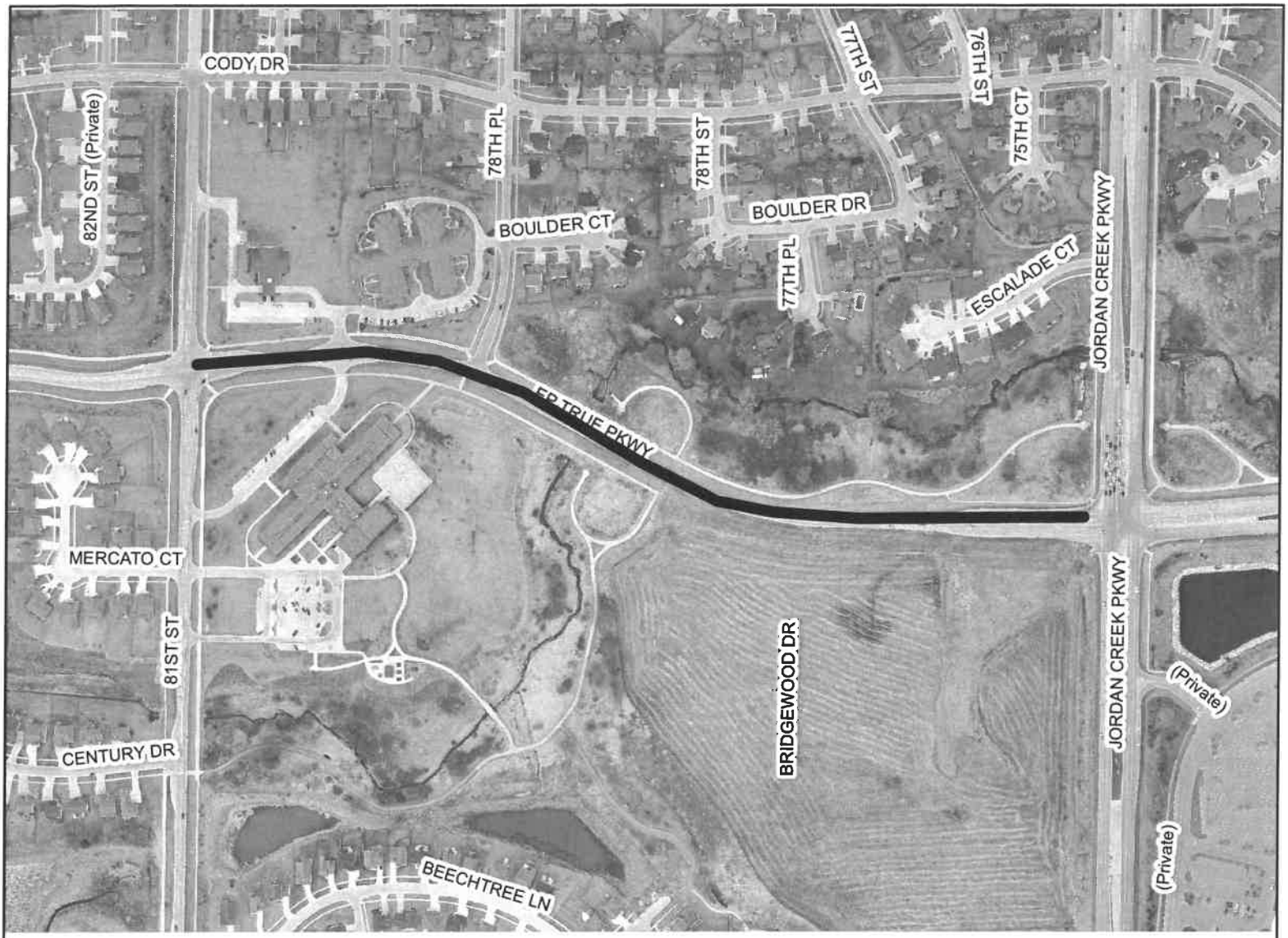
ATTEST:

_____
Ryan Jacobson
City Clerk

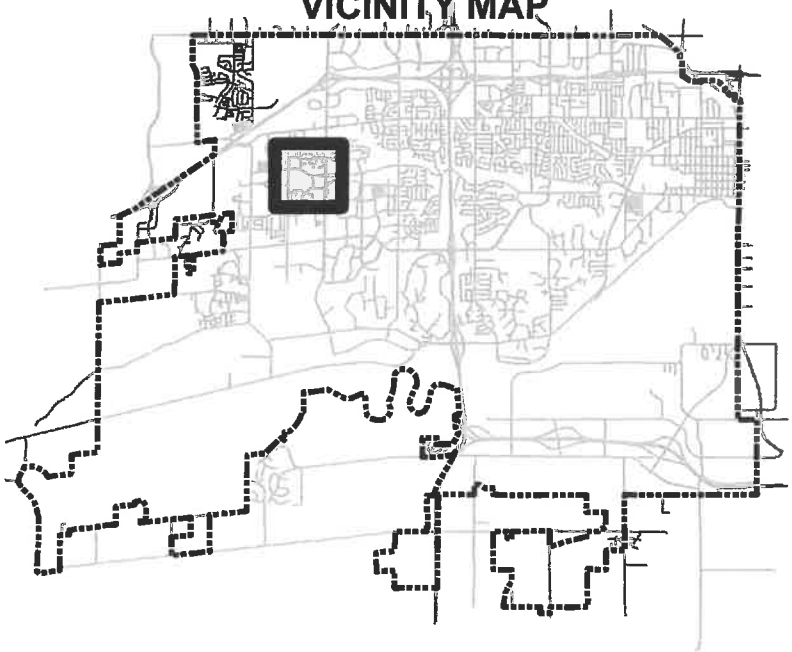
STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of _____, 2019, before me a Notary Public in and for said County, personally appeared Steven K. Gaer and Ryan T. Jacobson to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council as contained in the Resolution adopted under Roll Call No. 19-_____, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

_____
Notary, State of Iowa



VICINITY MAP



LEGEND

PROJECT LOCATION

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THE CITY OF WEST DES MOINES	PROJECT: **EP True Widening**		
	LOCATION: **Jordan Creek Parkway to 81st St**		
DRAWN BY: JDR	DATE: 07/21/2017	PROJECT NUMBER : 0510-075-2017 SUBDIVISION NAME:	SHT. 1 of 1