



AGENDA ITEM: J1J2

**CITY OF WAUKEE, IOWA
CITY COUNCIL MEETING COMMUNICATION**

MEETING DATE: January 3, 2022

AGENDA ITEM: Consideration of approval of a resolution approving 28E Agreement between the City of West Des Moines, Iowa, and the City of Waukeee, Iowa [Joint Roadway Maintenance]

FORMAT: Resolution

SYNOPSIS INCLUDING PRO & CON: The purpose of this Agreement is to provide joint exercise of the respective powers of each City in connection with the joint maintenance of certain roads and rights-of-way which are under the jurisdiction of both Cities. Due to recent improvements to 98th Street/SE Waco Place, the shared responsibilities warranted an update to this agreement.

FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:

COMMISSION/BOARD/COMMITTEE COMMENT:

STAFF REVIEW AND COMMENT:

RECOMMENDATION: Approve the resolution and agreement.

ATTACHMENTS: I. Resolution
II. 28E Agreement

PREPARED BY: Beth Richardson

REVIEWED BY: Rudy Koester **RK**

THE CITY OF WAUKEE, IOWA

RESOLUTION 2022-

APPROVING 28E AGREEMENT BETWEEN THE CITY OF WEST DES MOINES,
IOWA, AND THE CITY OF WAUKEE, IOWA
[JOINT ROADWAY MAINTENANCE]

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF WAUKEE, IOWA

WHEREAS, the City of Waukee, Iowa is a duly organized municipality within Dallas County;
AND,

WHEREAS, there are certain existing and corporate line roadways and rights-of-way and new roadways and rights-of-way within areas surrounded by and included in the corporate boundaries of the Cities and are presently being maintained by both Cities; **AND**,

WHEREAS, under Chapter 28E of the Code of Iowa, 2021, the City of Waukee, as a public agency, may enter into an Agreement with the City of West Des Moines, another public agency, to provide services to the mutual advantage of both agencies; **AND**,

WHEREAS, there is an existing Agreement between the Cities in accordance with provisions of Chapter 28E, Code of Iowa, 2009, providing for the joint maintenance and servicing of roadways within the Cities; **AND**,

WHEREAS, due to the changing character of certain roads by development of adjacent properties, the Cities desire to execute a new Agreement under the provisions of Chapter 28E, Code of Iowa, 2021, to provide for roadway and rights-of-way maintenance and services of existing and new corporate boundary roadways within and adjoining the Cities;

NOW THEREFORE BE IT RESOLVED by the City of Waukee City Council in session this 3rd day of January, 2022, that it hereby approves a 28E Agreement between the City of West Des Moines, Iowa, and City of Waukee, Iowa [Joint Maintenance Agreement].

Courtney Clarke, Mayor

Attest:

Rebecca D. Schuett, City Clerk

ROLL CALL VOTE	AYE	NAY	ABSENT	ABSTAIN
Anna Bergman Pierce				
R. Charles Bottenberg				
Chris Crone				
Larry R. Lyon				
Ben Sinclair				

**28E AGREEMENT
BETWEEN THE CITY OF WEST DES MOINES, IOWA,
AND THE CITY OF WAUKEE, IOWA**

THIS JOINT MAINTENANCE AGREEMENT has been made and entered into by and between the City of West Des Moines, Iowa (also referred to as West Des Moines), a Municipal corporation organized and existing under the laws of the State of Iowa, and the City of Waukee (also referred to as Waukee), also a Municipal corporation organized and existing under the laws of the State of Iowa (also collectively referred to as Cities), in accordance with provisions of Chapter 28E, Code of Iowa, 2021. The purpose of this Agreement shall be to provide joint exercise of the respective powers of the Cities hereto in connection with the joint maintenance of certain roads and rights-of-way which are under the jurisdiction of both Cities. This Agreement shall become binding upon each party after approval by the City Council of West Des Moines and the City Council of Waukee. This document shall supersede any and all other documents pertaining to mutual agreement between the Cities for joint maintenance of certain roads and rights-of-way.

WITNESSETH:

WHEREAS, there are certain existing and corporate line roadways and rights-of-way and new roadways and rights-of-way within areas surrounded by and included in the corporate boundaries of the Cities and are presently being maintained by both Cities and;

WHEREAS, under Chapter 28E of the Code of Iowa, 2021, the City of Waukee, as a public agency, may enter into an Agreement with the City of West Des Moines, another public agency, to provide services to the mutual advantage of both agencies and;

WHEREAS, there is an existing Agreement between the Cities in accordance with provisions of Chapter 28E, Code of Iowa, 2015, providing for the joint maintenance and servicing of roadways within the Cities and;

WHEREAS, due to the changing character of certain roads by development of adjacent properties, the Cities desire to execute a new Agreement under the provisions of Chapter 28E, Code of Iowa, 2021, to provide for roadway and rights-of-way maintenance and services of existing and new corporate boundary roadways within and adjoining the Cities.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. Termination of Existing Agreements. The existing agreement between the City of Waukee, Iowa, and the City of West Des Moines, Iowa, established in accordance with provisions of Chapter 28E, Code of Iowa, 2015, and approved by the City of Waukee on the 21st day of December, 2015, and the City Council of the City of West Des Moines on the 14th day of December, 2015, and providing for the joint maintenance by both Cities is herewith terminated and shall no longer be in effect upon the approval and acceptance of this Agreement as provided herein.

2. University Avenue (Between NW 142nd Street and 98th Street (Waco Place)). Except as limited by the provisions of Paragraph 6 hereof, the City of Waukee shall be responsible for snow and ice removal. The City of West Des Moines shall be responsible for the maintenance of all traffic island signs and overhead lane directional signs, as well as street painting including traffic control markings. Each City will be responsible for their respective side of the street for all signage, street sweeping, and pavement maintenance. It is agreed that there will be no additional access points along this segment of University Avenue without mutual agreement by both Cities. Maintenance costs (labor and materials) and any reconstruction costs of jointly owned traffic signals shall be shared equally. The City of West Des Moines will be responsible for the management and operation of all traffic signals. All costs related to traffic signals, street lights, fiber maintenance and cameras as agreed herein shall be paid by West Des Moines and 50% of said costs incurred shall be billed to Waukee on a quarterly basis, including but not limited to electric and maintenance costs. Reconstruction shall not be undertaken unless approved in writing by both cities. West Des Moines and Waukee will jointly be responsible for determination of applicable speed limits on this section of roadway.
3. 98th Street (Waco Place) (Between Ashworth Road and University Avenue). Except as limited by the provisions of Paragraph 6 hereof, the City of Waukee shall be responsible for traffic control markings and minor pavement repairs. The City of West Des Moines shall be responsible for all snow and ice removal and scheduled street sweeping. West Des Moines and Waukee will jointly be responsible for determination of applicable speed limits on this section of roadway. Each City will be responsible for their respective side of the street for drainage maintenance, shoulder mowing, all signage and streetlights. It is agreed that there will be no additional access points along this segment of 98th Street without mutual agreement by both Cities
4. Ashworth Road (Between 88th Street and Grand Prairie Parkway). Except as limited by the provisions of Paragraph 6 hereof, the City of West Des Moines shall be responsible for all snow and ice related maintenance activities from 88th Street to Grand Prairie Parkway. The City of West Des Moines shall be responsible for all maintenance of the road, including all minor pavement repair, shoulder maintenance, mowing, scheduled street sweeping, and street painting and traffic markings from 88th Street to 98th Street. The City of Waukee shall be responsible for all maintenance of the road, including all minor pavement repair, shoulder maintenance, mowing, scheduled street sweeping, and street painting and traffic markings from 98th Street to Grand Prairie Parkway. West Des Moines and Waukee will be jointly responsible for determination of applicable speed limits on the section of roadway from 88th Street to 98th Street. Each City will be responsible for their respective side of the street for all signage and street lighting. It is agreed that there will be no additional access points along the segment of Ashworth Road from 88th Street to 98th Street without mutual agreement by both Cities.
5. Grand Prairie Parkway (Between SE Kettlestone Boulevard and Mills Civic Parkway). Except as limited by the provisions of Paragraph 6 hereof, the City of Waukee shall be responsible for snow and ice related maintenance activities from SE Kettlestone Boulevard to Mills Civic Parkway. The City of West Des Moines shall be responsible for the blowing and hauling of snow in areas of the Grand Prairie

Parkway I-80 bridge where retaining walls do not allow the material to be placed on the adjacent rights-of-way, street sweeping and minor pavement repair. The City of West Des Moines will be responsible for all applicable traffic control related functions in accordance with the Manual on Uniform Traffic Control Devices, including signage and traffic aids from the north terminus of the Grand Prairie Parkway I-80 bridge to Mills Civic Parkway. West Des Moines and Waukee will jointly be responsible for determination of applicable speed limits on this section of roadway.

All costs related to traffic signals, cameras, fiber and street lighting as agreed herein shall be paid by West Des Moines and 50% of said costs incurred shall be billed to Waukee on a quarterly basis, including but not limited to electric and maintenance costs. Reconstruction shall not be undertaken unless approved in writing by both cities. In the event of any street name changes all agency responsibilities will remain the same. West Des Moines shall operate and maintain the Waukee traffic signal at the intersection of Grand Prairie Parkway and SE Kettlestone Boulevard to ensure proper coordination with the Grand Prairie Parkway I-80 bridge north and south interchange traffic signals.

6. Any major construction or reconstruction within the public right-of-way of any road enumerated in this Agreement, including major construction or reconstruction of roadway paving and parking, shall be accomplished by mutual agreement between the Cities. Major construction or reconstruction shall include replacement and reconstruction of greater than 50 square yards of contiguous or proximate paving. Each agency will be responsible for any damage incurred from official detour routes established on the other jurisdiction's streets.
7. This Agreement shall remain in effect from the date it is electronically filed with the Iowa Secretary of State until terminated as provided herein. This Agreement may be terminated at any time by a resolution of the Waukee City Council or the West Des Moines City Council by giving ninety (90) days written notice of such intention to terminate. Notice of such termination shall be served by registered mail to the principal meeting place of the other agency. The termination of this Agreement shall not relieve either party of any obligation or liability arising during the term of the Agreement.
8. Each City shall be solely liable for any claim for damages filed that pertains to the services performed by that agency as outlined above. Each party agrees to indemnify and to 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 (a) by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein, or (b) by reason of the torts of the indemnifying party.
9. The costs for performing the duties outlined above shall be borne by the agency performing the service. Each party shall finance its costs in such a manner as permitted by law and as shall be determined by its respective City Council. Both parties agree to cooperate to the extent necessary to fully comply with all laws applicable to the financing of and contracting for any work or activity contemplated

by this Agreement.

10. The parties hereunto shall approve this agreement by resolution of both the Waukee City Council and the West Des Moines City Council which shall authorize the execution of this Agreement. It will then be electronically filed in the office of the Iowa Secretary of State in accordance with Chapter 28E, Code of Iowa, 2015.
11. This is the entire Agreement between the parties, and it may be amended only in writing, signed by authorized representatives of both parties.
12. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa.
13. For the purposes of this Agreement, the Director of Public Works for the City of West Des Moines shall be the Administrator of this project. By entering into this Agreement, the Cities do not intend to create a separate legal entity. The parties do not intend to jointly acquire or hold real or personal property under this Agreement.
14. If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.
15. Each party agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purpose herein expressed.

CITY OF WAUKEE, IOWA

CITY OF WEST DES MOINES, IOWA

Passed and Approved the
_____ day of _____, 2022.

Passed and Approved the
20th day of December, 2021.

Courtney Clarke, Mayor

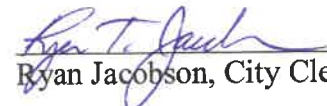


Steven Gaer, Mayor

ATTEST:

ATTEST:

Becky Schuett, City Clerk



Ryan Jacobson, City Clerk