

**OFFICE OF THE CITY MANAGER
CITY OF DES MOINES, IOWA**

**CITY COUNCIL
COMMUNICATION:**

02-546

AGENDA:

OCTOBER 21, 2002

SUBJECT:

AMENDMENT TO
LICENSE
AGREEMENT WITH
DES MOINES
WATER WORKS
FOR PLACEMENT
OF DATA
COLLECTION
EQUIPMENT ON
CERTAIN CITY
SIREN POLES

TYPE:

RESOLUTION
ORDINANCE
RECEIVE/FILE

SUBMITTED BY:

DON TRIPP
PARK AND
RECREATION
DIRECTOR

SYNOPSIS —

Des Moines Water Works (DMWW) is requesting an amendment to its license agreement with the City of Des Moines for the placement of data collection equipment on certain City siren poles. The amendment will place 16 additional transmitters throughout the city. The City Properties Administrator has reviewed the request to amend the original agreement to include 16 additional siren pole locations and recommends approval of the request.

FISCAL IMPACT —

This amendment to the original agreement will provide no monetary gain to the City. The original agreement contains, and all amendments will contain, "Hold Harmless" and "Maintenance" clauses to ensure that any future litigation shall be at the expense of the licensee, and that DMWW will take responsibility for any required maintenance within the licensed areas. There will be no expense to the City.

RECOMMENDATION —

Approval.

BACKGROUND —

DMWW has acquired additional data collection equipment to receive radio-transmitted meter readings from properties within the City of Des Moines. These units will be utilized strictly for billing purposes only. DMWW is requesting the use of 16 more outdoor warning siren poles for the placement of this equipment.

On November 5, 2001, City Council approved a request by DMWW to use nine of the City's outdoor warning siren poles for the placement of this equipment.

The original agreement was approved and accepted by the DMWW Board of Trustees at their November 20, 2001 meeting.

The amendment to the agreement is non-monetary and is scheduled to expire December 31, 2021. The City may cancel the original agreement and any amendments at any time without penalty.

The agreement and all amendments will provide the City with a "Hold Harmless" clause in lieu of any future litigation and a "Maintenance" clause noting DMWW as the responsible party to any required repairs or upkeep of the licensed areas.

