



Roll Call Number

20-0759

Agenda Item Number

32

Date May 4, 2020

APPROVING SECOND AMENDMENT TO SERVICE AGREEMENT BETWEEN THE STATE OF IOWA AND THE CITY OF DES MOINES

WHEREAS, the State and City entered into a Service Agreement on January 7, 1974 Service Agreement relating to several functions regarding the maintenance and protection of the State Capitol grounds, including, but not limited to, street maintenance and snow clearance of streets within the State Capitol grounds; and

WHEREAS, on February 9, 2015, by Roll Call No. 15-0213, the City Council approved a First Amendment to such Service Agreement regarding Snow Clearance Service (as amended, "the Service Agreement"); and

WHEREAS, State and City desire to amend the Service Agreement by updating the lane mile rate for Capitol Complex Street Maintenance and Snow Clearance and to add terms for street tree planting and maintenance by the City within the State Capitol complex; and

WHEREAS, staff from the State and the City have negotiated a Second Amendment to the Service, a copy of which is on file in the City Clerk's Office, with the above described terms and which increases the term of the Service Agreement until December 31, 2029.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that the Second Amendment to January 7, 1974 Service Agreement Between the State of Iowa and the City of Des Moines for the period through December 31, 2029, be and is hereby approved, and the Mayor is hereby authorized to execute such Second Amendment on behalf of the City and the City Clerk is directed to attest to his signature.

(Council Communication No. 20-206)

Moved by Gatto to adopt.

Approved As To Form:

Ann DiDonato, Assistant City Attorney

Table with columns: COUNCIL ACTION, YEAS, NAYS, PASS, ABSENT. Rows include COWNIE, BOESEN, GATTO, GRAY, MANDELBAUM, VOSS, WESTERGAARD, and TOTAL (7).

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED

APPROVED

J. M. Frankhu Cownie Mayor

P. Kay Cmelik City Clerk



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Ann DiDonato, Assistant City Attorney

Table with 5 columns: COUNCIL ACTION, YEAS, NAYS, PASS, ABSENT. Rows include COWNIE, BOESEN, GATTO, GRAY, MANDELBAUM, VOSS, WESTERGAARD, and TOTAL (7).

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED APPROVED J. M. Franklin Cownie Mayor

P. Kay Cmelik City Clerk

**SECOND AMENDMENT TO  
JANUARY 7, 1974 SERVICE AGREEMENT BETWEEN  
THE STATE OF IOWA AND THE CITY OF DES MOINES**

This Second Amendment to January 7, 1974 Service Agreement, entered into this 4th day of May, 2020, by and between the State of Iowa, through its Department of Administrative Services (State), and the City of Des Moines (City) regarding street maintenance and snow clearance service of the State Capitol Streets.

**WHEREAS**, the State and City entered into a Service Agreement on January 7, 1974, relating to several functions regarding the maintenance and protection of the State Capitol Grounds, including, but not limited to, street maintenance and snow clearance of State Capitol Streets; and

**WHEREAS**, on February 9, 2015, by Roll Call No. 15-0213, the City Council approved a First Amendment to such Service Agreement regarding Snow Clearance Service (as amended, “the Service Agreement”); and

**WHEREAS**, State and City desire to amend the Service Agreement by updating the lane mile rate for Capitol Complex Street Maintenance and Snow Clearance; and

**WHEREAS**, in order to improve the City of Des Moines urban tree canopy in accordance with the goal of 3% tree canopy increase established by the Iowa Department of Natural Resources, State and City further desire to amend the Service Agreement by adding terms for street tree planting and maintenance by the City, as described below.

**NOW THEREFORE**, in consideration of the mutual undertakings hereby provided, the State and City hereby agree as follows:

1. Article I, Section D, State Capitol Street Maintenance and Snow Clearance Service, shall be amended by adding the annual payment amounts to the City for Fiscal Years 19-29 as follows:

Year	Amount per Lane Mile	Annual Total (3.389 In-mi)
FY20	\$2750	\$9,320
FY21	\$2832	\$9,598
FY22	\$2917	\$9,886
FY23	\$3005	\$10,184
FY24	\$3095	\$10,489
FY25	\$3188	\$10,804
FY26	\$3284	\$11,163
FY27	\$3382	\$11,462
FY28	\$3484	\$11,807
FY29	\$3588	\$12,160

The State will make such payment to the City by June 30 of each year for work performed during the preceding year.

The streets for which the City will provide such service are listed below and are shown in Exhibit A, attached hereto:

<u>Description</u>	<u>Center Line Miles</u>	<u>Lane Miles</u>
E. Walnut Street – E. 7 <sup>th</sup> St. to E. 12 <sup>th</sup> St.	0.570	1.140
Finkbine Drive – E. Walnut St. to E. Court Ave.	0.088	0.264
E. 9 <sup>th</sup> Street – E. Walnut St. to Des Moines St.	0.219	0.656
E. 12 <sup>th</sup> Street – E. Grand Ave. to E. Court Ave.	0.231	0.693
E. 13 <sup>th</sup> Street – Des Moines St. to E. Walnut St.	0.212	0.636

2. New Article VII, Border Area Tree Planting and Maintenance, shall be added as follows:

**VII. BORDER AREA TREE PLANTING AND MAINTENANCE**

- A. The State and City agree that the City will plant new trees in the lawn area between curb and sidewalk (“street trees”) within the Capitol Complex, along the streets shown in Exhibit B attached hereto (“the border area”), and maintain and remove such street trees, and maintain existing street trees within the Capitol Complex at the City’s sole cost, as described below:
1. The City shall have the right to plant street trees, in the number, location, and type as determined solely by the City, after consultation with the Department of Administrative Services designated representative, in the border area in the Capitol Complex as shown in Exhibit B and as listed below:

E Court Avenue	- E 7 <sup>th</sup> St to E. 14 <sup>th</sup> St
Finkbine Avenue	- E Walnut St to E Court Ave
Dey Street	- E Walnut St to E Court Ave
E Walnut Street	- E 7 <sup>th</sup> St to E 14 <sup>th</sup> St
E Locust Street	- E 6 <sup>th</sup> St to E 7 <sup>th</sup> St
E Grand Avenue	- E 6 <sup>th</sup> St to E 14 <sup>th</sup> St
Des Moines Street	- E 7 <sup>th</sup> St to E 14 <sup>th</sup> St
Lyon Street	- E 10 <sup>th</sup> St to E 13 <sup>th</sup> St
E 6 <sup>th</sup> Street	- E Grand Ave to E Locust St
Penn Ave/7 <sup>th</sup> Street	- Des Moines St to E Court Ave
E 9 <sup>th</sup> Street	- Des Moines St to E Grand Ave (streets and trees)
E 9 <sup>th</sup> Street	- Des Moines St to Walnut St (streets only)
E 10 <sup>th</sup> Street	-Des Moines St to Lyon St
E 11 <sup>th</sup> Street	-Des Moines St to Lyon St
E 12 <sup>th</sup> Street	- Lyon St to Dey St
E 13 <sup>th</sup> Street	- Des Moines St to E Walnut St
E 14 <sup>th</sup> Street	- Des Moines St to E Court Ave

2. The City shall have the right, in a frequency and in a manner to be determined at its sole discretion, to inspect street trees planted in accordance with Subsection 1 above and to maintain such street trees by pruning activities and to remove street trees deemed by the City to be of poor health or structure.
3. The City shall also provide maintenance and removal responsibilities, as described in Subsection 2 above, for street trees existing as of January 1, 2020, within the border area in the Capitol Complex. This Service Agreement applies only to street trees within the border area of exhibit B which are typically located between the curb and sidewalk. This Service agreement does not include trees in any general landscape area such as on lawns, around parking lots or next to buildings.
4. The City shall have all rights of ingress and egress across and on State property to perform all services described in subsections 1-3 above. The City shall not be required to provide notice to the State or to obtain prior permission to perform the services described in subsections 1-3 above.
5. State agrees to notify both the City Forester and Public Works Director as soon as is reasonably possible by phone or email in the event of storm damage or any other hazardous condition of street trees or hazardous condition to street trees.
6. Article V, Paragraph 1 shall be amended to include new Article VII.
7. This Second Amendment to the Service Agreement shall be in effect from November 1, 2019 until December 31, 2029, except that the effective date of new Article VII and the amendment to article V shall be the date of execution of this Second Amendment by both parties. The Service Agreement may be terminated at any time by either party upon 30 days written notice.
8. Except as so amended, the Service Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

STATE OF IOWA

  
4-13-2020  
Department of Administrative Services  
General Services Enterprise  
Brent Arntzen  
Facilities Administrator

CITY OF DES MOINES, IOWA

  
T. M. Franklin Cownie, Mayor

APPROVED AS TO FORM:

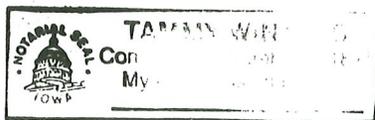
ATTEST:

Ann DiDonato  
Ann DiDonato, Assistant City Attorney

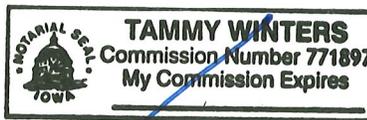
Kay Cmelik  
Kay Cmelik, City Clerk

STATE OF IOWA )  
                          ) SS:  
COUNTY OF POLK )

On this 13<sup>th</sup> day of April, 2020 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared T. M. Franklin Cownie and Kay Cmelik, to me personally known, and, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the CITY OF DES MOINES, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council, as contained in the Resolution adopted by the City Council, under Roll Call No. 20-20 of the City Council on \_\_\_\_\_, 2020, and that T. M. Franklin Cownie and Kay Cmelik acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

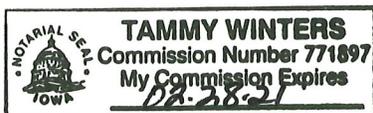


Tammy Winters  
Notary Public in and for the State of Iowa



STATE OF IOWA )  
                          ) SS:  
COUNTY OF POLK )

On this 13<sup>th</sup> day of April, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brent Arntzen, to me personally known, and, who, being by me duly sworn, did say that he is the Facilities Administrator of the of the State of Iowa Department of Administrative Services – General Services Enterprise; that the seal affixed to the foregoing instrument is the seal of the Department of Administrative Services, and that the instrument was signed and sealed on behalf of the Department of Administrative Services on April 13, 2020, and that Brent Arntzen acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the Department of Administrative Services, by it voluntarily executed.



Tammy Winters  
Notary Public in and for the State of Iowa

EXHIBIT A

STREET MAINTENANCE AND SNOW REMOVAL

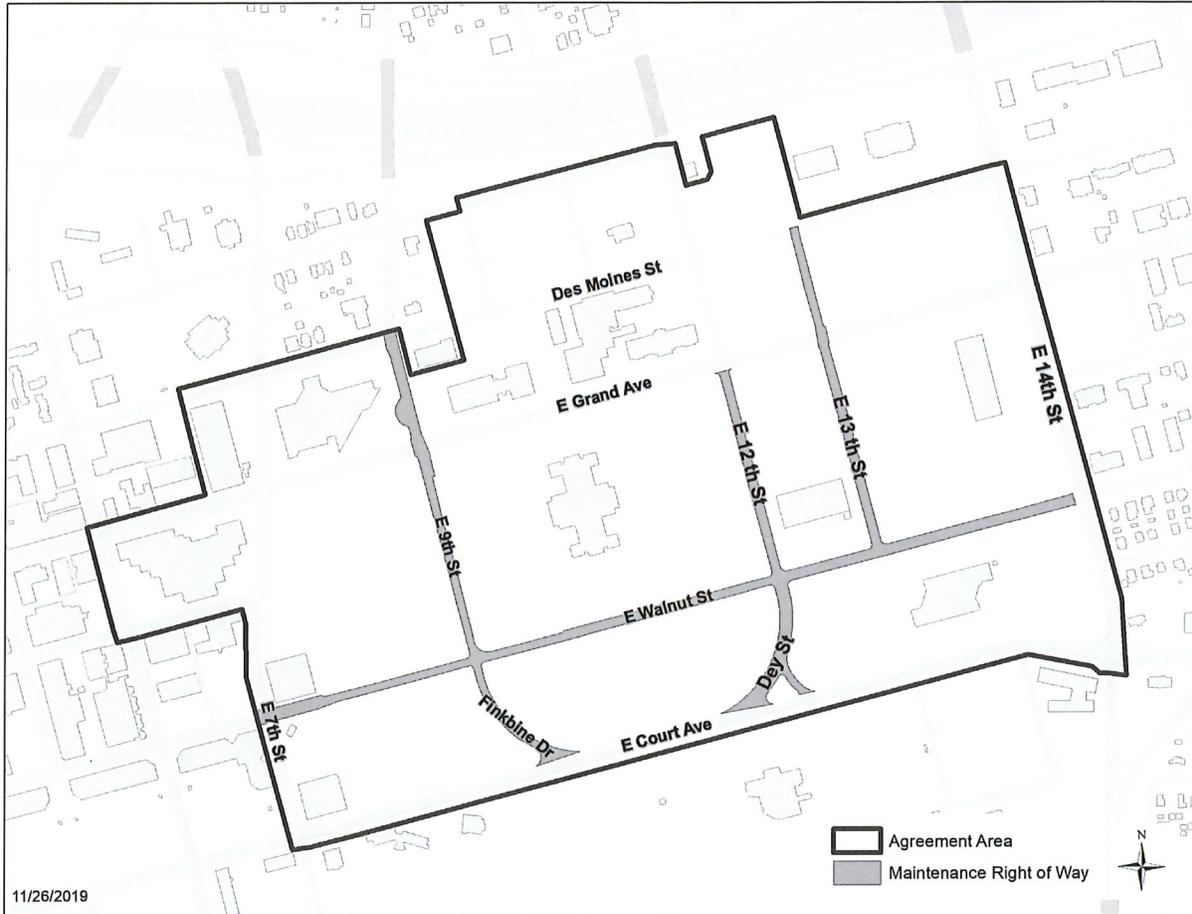
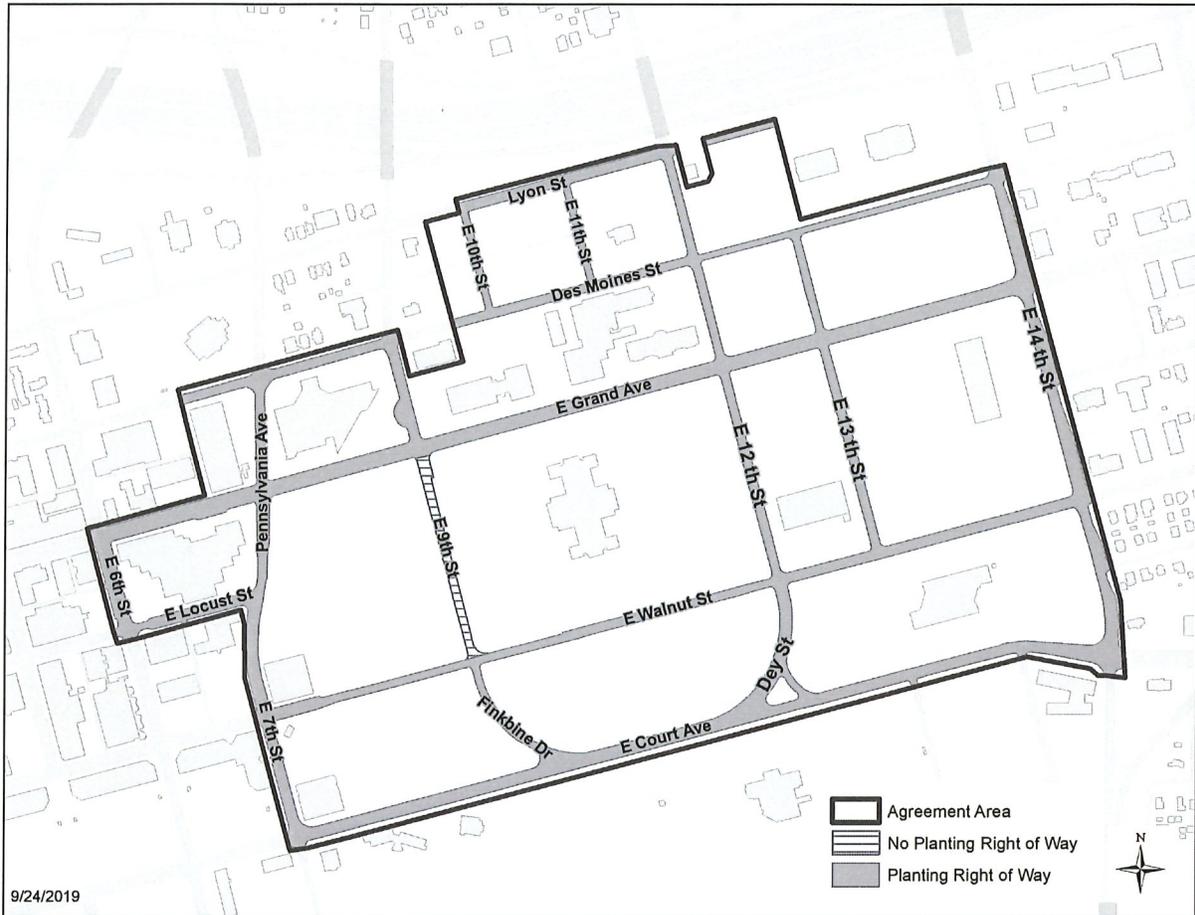


EXHIBIT B  
TREES



a