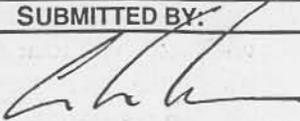


**OFFICE OF THE CITY MANAGER
DES MOINES, IOWA**

**CITY COUNCIL COMMUNICATION 96-045
FEBRUARY 5, 1996 AGENDA**

SUBJECT:	TYPE:	PREPARED BY:	SUBMITTED BY:
INTERSECTION IMPROVEMENTS AND WIDENING OF 63RD STREET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	HAROLD E. SMITH CITY ENGINEER	 ERIC A. ANDERSON CITY MANAGER

SYNOPSIS —

The IDOT has presented a Preconstruction Project Agreement between the City of Des Moines, the City of Windsor Heights, and the IDOT for reconstruction of the intersection of 63rd Street (Iowa 28) and University. The project provides designated left-turn storage lanes and protected signal phasing, as well as the linear improvements of 63rd Street to a four-lane facility from I-235 to University Avenue. This Preconstruction Project Agreement specifically addresses cost-sharing on the project.

The IDOT has proposed that the City provide design and inspection services and right-of-way acquisition for the intersection project, with all the costs to be reimbursed by the IDOT. All construction costs, with the exception of some minor sewer costs, would be State of Iowa expense.

A joint public service 28E Agreement between the City of Des Moines and the City of Windsor Heights has also been developed. Under this agreement, the City of Des Moines will provide engineering services including the preparation of plans and specifications, acquisition of right-of-way, and contract administration, including construction inspection of this project. The agreement provides that the costs will be shared proportionately on the project.

FISCAL IMPACT —

Funding for these improvements is included in the 1995-96 CIP Budget, page 301, in the amount of \$387,900. Additional funds in the amount of \$163,000 to meet the project budget will be taken from the FY96-97 CIP Budget, E. 14th & Guthrie Avenue Intersection. Based upon current project timing, the Guthrie Avenue intersection will slide to FY97-98 where funding will be available from the Evergreen & Indianola intersection project.

RECOMMENDATION —

Approval of the Preconstruction Project Agreement with the City of Windsor Heights and the IDOT, and approval of the 28E Agreement with the City of Windsor Heights.

BACKGROUND —

On October 18, 1993, by Roll Call No. 93-3923, the City Council approved a Pre-Design Agreement with the IDOT and the City of Windsor Heights for improvement of the intersection of 63rd Street and

University Avenue and the linear improvement of 63rd Street to a four-lane facility between University Avenue and I-235. The IDOT has scheduled this safety improvement utilizing federal safety funding, and the project is contained in the IDOT's fiscal 1996 five-year program. The proposed intersection project, estimated at \$3.8 million, is totally funded by the IDOT, with the exception of some minor sewer construction estimated to be \$16,000 for Des Moines and \$19,000 for Windsor Heights. The project will widen all four approaches to the intersection to include left-turn lanes, raised medians, and new signalization. The existing offset in the 63rd Street alignment at University Avenue will be corrected. Ten residential properties and two commercial properties have been displaced.

Between the IDOT intersection improvement and the I-235 interchange, 63rd Street will be widened to four lanes. The cost for this portion, estimated at \$1,122,000, is to be shared equally by the Cities of Windsor Heights and Des Moines, with the exception of the sidewalk on the west side of 63rd Street, and the widening of School Street, which are to be funded wholly by the City of Windsor Heights. The Des Moines share, estimated at \$550,000, is included in the 1995-96 approved CIP.

The Pre-Design Agreement specified that the City of Des Moines will design and acquire right-of-way for the intersection project, and will be reimbursed by the IDOT for these costs. The Preconstruction Project Agreement for the construction phase more specifically addresses cost-sharing and administrative issues on the project.

The 28E Agreement specifically addresses responsibilities of each City in the design, right-of-way, and construction phase of this project and includes provisions for termination of the project if either party so desires.