

Agenda Report

July 21, 2014 City Council Meeting

July 21, 2014
Item No. 16

ISSUE: Salt Storage Facility Payoff

BACKGROUND:

Prior to 2008, PW had to preorder enough salt to try and get through the snow season. We still are only able to hold 400 ton of salt here at PW at any one time. If we ran out, we had to pay a premium price for salt from the DOT. Then pay to have it delivered. This was never an ideal situation.

All of the Metro Public Works Departments got together and recommend building a storage facility so that salt can be purchased and trucked into the metro area and stored during the summer, when salt is cheaper and more readily available. A metro mutual 28E agreement was created as a collaborative effort which allowed for a building to be built and leased on Metro Waste Authority property in Grimes, Iowa.

Over the course of the past 6 years, we have paid off the building. Each user has paid a proportionate annual cost, based on population. This large amount of salt on hand that was purchased annually at a negotiated low cost during the slow season also enabled the users to 'borrow' from the supply on hand, at the same low cost.

RECOMMENDATION:

Staff recommends the council approve the resolution

STAFF CONTACTS:

Jason VanAusdall, Public Works Director

CITY OF WINDSOR HEIGHTS, IOWA

RESOLUTION 14-0734

A Resolution approving a bill of Sale for Metropolitan Salt Storage Facility

WHEREAS, the Metro Waste Authority has accepted bids to construct a Metropolitan Salt Storage Facility on MWA property; and

WHEREAS, a lease/purchase agreement was established between the Cities of West Des Moines, Urbandale, Johnston, Clive, Windsor Heights, Waukee, Grimes and Pleasant Hill for the lease/purchase from the Metro Waste Authority (MWA) for the Metropolitan Salt Storage Facility

WHEREAS, the City of Windsor Heights, along with the above listed Metropolitan Cities have each fully paid its proportionate share of the lease/purchase of a Metropolitan Salt Storage Facility from the MWA based upon each City's allocated salt storage capacity; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WINDSOR HEIGHTS, that a Bill of Sale for the Metropolitan Salt Storage Facility between the City of West Des Moines, Urbandale, Johnston, Clive, Windsor Heights, Waukee, Grimes and Pleasant Hill, a copy of which is hereto attached, be duly approved.

PASSED AND APPROVED this **21st** day of July, 2104

Diana Willits, Mayor

ATTEST:

Jeffrey A. Fiegenschuh, City Administrator/Clerk

BILL OF SALE

(Shared Building)

THIS **BILL OF SALE** is dated as of _____, 2014, from **Des Moines Metropolitan Area Solid Waste Agency, d/b/a Metro Waste Authority**, a joint powers entity organized pursuant to Chapter 28E of the Iowa Code ("Seller"), to the **Cities of West Des Moines, Urbandale, Johnston, Clive, Windsor Heights, Waukee, Grimes and Pleasant Hill**, all municipal corporations (collectively, "Buyer").

WITNESSETH

WHEREAS, Seller and Buyer, and the City of Des Moines, Iowa, are parties to (i) a certain 28E Agreement for the Lease Purchase of a Metropolitan Salt Storage Facility on Metro Waste Authority Property (the "Original Agreement") dated _____, 2008 (the "Original Lease Agreement") and (ii) that certain 28E Agreement for Operation and Maintenance of the Metropolitan Salt Storage Facility dated _____, 2008 (the "Original Operation Agreement"), each as extended pursuant to that certain Ground Lease and Operation and Maintenance Agreement for Metropolitan Salt Storage Facility on Metro Waste Authority Property dated _____, 2014, by and among Seller, Buyer and the City of Des Moines, Iowa (the "New Agreement"; together with the Original Lease Agreement and Original Operation Agreement, collectively, the "Agreements"); and

WHEREAS, Seller has agreed to execute and deliver this Bill of Sale to Buyer for the purpose of transferring to and vesting in Buyer title to the personal property identified below pursuant to the Agreements.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Seller does hereby sell, transfer, assign and vest in the Buyer, its successors and assigns forever, all of its right, title and interest in and to that certain 12,000 ton capacity salt storage building (the "Personal Property") located at 4105 SE Beisser Drive, Grimes, IA 50111, Iowa (the "Real Property").

2. Seller warrants that it has good title to the Personal Property and has full authority to transfer the same to Buyer free and clear of all liabilities and encumbrances.

3. Buyer hereby consents to becoming the owner of the Personal Property.

4. SELLER HEREBY SELLS, TRANSFERS AND ASSIGNS SAID PERSONAL PROPERTY IN "AS IS" CONDITION. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE IN REGARD TO SAID PERSONAL PROPERTY ARE HEREBY EXCLUDED. THERE ARE NO WARRANTIES OF FITNESS WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

5. Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

6. This instrument is subject to the terms and conditions of the Agreements and shall be governed and enforced in accordance with the laws of the State of Iowa.

7. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

BUYER:

CITY OF WINDSOR HEIGHTS, IOWA

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the ____ day of _____, 2014, and that _____ and _____ 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.

Notary Public in and for the State of Iowa