

COUNCIL ACTION FORM

SUBJECT: 2019/20 TRAFFIC SIGNAL PROGRAM (LINCOLN WAY & BEACH AVE)

BACKGROUND:

The Traffic Signal Program is the annual program that replaces older traffic signals and constructs new traffic signals to improve visibility, reliability, and maintenance of signals. This program also provides upgrading to the traffic signal system technology and includes radar detection systems instead of in-pavement loop detection systems that had previously been used (frequently a point of vehicle detection failure). Another advantage of the radar detection system is that it detects bicycles in addition to vehicles. **This project will install a new signal and new pedestrian ramps at the intersection of Lincoln Way & Beach Avenue.**

WHKS of Ames, Iowa, developed plans and specifications with an estimated budget as shown below:

<u>Revenues</u>		<u>Expenses</u>	
Road Use Tax	\$370,750	Administration	\$5,000
		Design	\$21,400
		Construction	\$258,084
		Signal Cabinet	\$31,868
		Signal Poles	\$35,320
Total	\$370,750	Total	\$351,672

Staff has coordinated with Iowa State University to prepare the attached traffic signal easement documents for this intersection. These documents are scheduled for approval at the November 18, 2020 Board of Regents meeting. **Easement approval will be verified before report of bids and a recommendation of award, scheduled for the December 8, 2020 City Council meeting.**

ALTERNATIVES:

1. a. Approve the 50-year Traffic Signal Easement with Iowa State University for the portion of signal equipment on Iowa State property and authorize City staff to approve any de minimis changes required by the Attorney General and Board of Regents offices.
- b. Approve the plans and specifications for the 2019/20 Traffic Signal Program (Lincoln Way & Beach Ave) project and establish December 2, 2020, as the date of letting with December 8, 2020, as the date for report of bids.
2. Do not approve this project.

CITY MANAGER'S RECOMMENDED ACTION:

By approving this easement and the plans and specifications, the upgrades will provide increased safety for the residents using this intersection. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as described above.

Legal Description: See pages 7-9

Return document to: 3550 Beardshear Hall, Iowa State University, 515 Morrill Road, Ames, Iowa 50011

Document prepared by: Office University Counsel, 3550 Beardshear Hall, Iowa State University, 515 Morrill Road, Ames, Iowa 50011

**IOWA STATE UNIVERSITY – CITY OF AMES
TRAFFIC SIGNAL EASEMENT
AT LINCOLN WAY AND BEACH AVENUE**

This Traffic Signal Easement Agreement (“**Agreement**”) is entered into December 1, 2020, by and between the Board of Regents, State of Iowa for the use and benefit of Iowa State University of Science and Technology (“**Grantor**”) and City of Ames, Iowa (“**Grantee**”).

- A. The State of Iowa holds title to the following real property located at the intersection of Lincoln Way and Beach Avenue in the City of Ames, Story County, Iowa for the use and benefit of Iowa State University of Science and Technology under the jurisdiction of the Board of Regents, State of Iowa:

THE NORTH 115' OF THE WEST 70' OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10 TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA; and

THE SOUTH 85' OF THE WEST 60' OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3 TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA; and

THE SOUTH 60' OF THE EAST 60' OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 4, TOWNSHIP 83 NORTH, RANGE 24 WEST, OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA.

(collectively, the “**Property**”).

- B. Grantee desires to install a traffic signal and supporting equipment and cabling (“**Traffic Signal**”) on and across a portion of the Property, and Grantor supports the installation of the Traffic Signal on the Property and is willing to grant Grantee an easement across the

Property in accordance with the terms of this Agreement.

TERMS

1. Location: Pursuant to Code of Iowa§ 262.9(8) and subject to the terms of this Agreement, Grantor grants Grantee an easement that shall be located upon and limited to the tract depicted in the Map of Easement, which is attached as Exhibit A and made part of this Agreement (“**Easement Area**”).
2. Use: Grantee shall use the Easement Area for the purpose of constructing, reconstructing installing, operating, maintaining, and repairing the Traffic Signal and for no other purpose.
3. Access: Grantee's entrance upon Grantor's Property to access the Easement Area shall be over reasonable routes designated by Grantor.
4. Installation Requirements:
 - a. Installation Coordination: Grantor and Grantee shall coordinate prior to and during the installation of the Traffic Signal. Grantor and Grantee shall each designate at least one representative to serve as its liaison to the other party regarding the installation of the Traffic Signal.
 - b. Installation Plans: Grantee shall submit to Grantor for Grantor’s approval a copy of Grantee’s plans for the installation of the Traffic Signal. Grantor’s approval shall not be unreasonably withheld. Grantee shall ensure that the Traffic Signal is installed in accordance with the approved plans.
 - c. Installation Dates: Grantor and Grantee shall mutually agree on the dates during which the installation activities may occur in order to diminish any adverse impact on Grantor’s activities on or near the Property.
 - d. Utilities Crossings: All crossings of existing sewers, water lines, electric lines, tile lines, telecommunication lines or other existing facilities shall be according to specifications and details of the engineer or other official of Iowa State University of Science and Technology in charge of such installations.
 - e. Restoration: Grantee shall restore the Easement Area not utilized for the installation of the Traffic Signal to its natural grade and previous condition, including reseeding. All ditches, trenches and other excavations shall be firmly filled and maintained in such manner as to present no hazard or obstacle to Grantor's use of the Property for other purposes. Grantee shall submit to Grantor for Grantor’s approval a copy of Grantee’s restoration plans. Grantor’s approval shall not be unreasonably withheld. Grantee shall ensure that the restoration is in accordance with the approved plans.
 - f. Liens: Grantor’s property shall not be subjected to liens of any nature by reason of Grantee’s installation, maintenance or repair of the Traffic Signal or by reason of any other act or omission of Grantee, including, but not limited to, mechanic’s and materialman’s liens. Grantee has no power, right or authority to subject Grantor’s property to any mechanic’s or materialman’s lien or claim of lien.

5. Liability.
 - a. Damage to Grantor Property. Grantee shall promptly notify Grantor of any damage to the Easement Area, Property or other real or personal property of Grantor occurring while Grantee is installing, maintaining or repairing the Traffic Signal or otherwise using the Easement Area or temporary easement area. At Grantor's request, Grantee shall either repair or replace the damaged property, reimburse Grantor for reasonable, documented expenses incurred by Grantor to repair or replace the damaged property, or compensate Grantor for the loss of the property.
 - b. Maintenance and Repair. As between Grantor and Grantee, Grantee shall be solely responsible for maintaining and repairing the Traffic Signal and the Easement Area, except that Grantor shall be responsible for maintaining the landscaping. Grantee shall provide to Grantor contact information for the individual Grantor may contact if Grantor believes maintenance or repairs are needed and to whom Grantor may refer inquiries received from members of the public about the traffic Signal.
 - c. Third Party Claims. To the extent permitted by Chapter 670 of the Iowa Code and other applicable law, Grantee shall indemnify and hold harmless Iowa State University of Science and Technology, the Board of Regents – State of Iowa, the State of Iowa and their respective officers, employees and agents harmless from any claims, liabilities, damages, fines and expenses arising from the Traffic Signal, use of the Easement Area by Grantee, or from any tort (as defined in Chapter 670 of the Iowa Code) arising from the acts or omissions of Grantee or its officers or employees.
 - d. Insurance. Grantee shall maintain appropriate insurance coverage or self-insure for liabilities that may arise from the activities set forth in this Agreement.
6. Rights Reserved: Grantor reserves to itself the right to use of Easement Area for any purpose that does not interfere with the Traffic Signal or Grantee's rights granted in this Agreement.
7. Relocation: Grantor may request relocation of all or a portion of the Traffic Signal and Easement Area, provided that it does not impede the use of traffic signals at the intersection of Lincoln Way and Beach Avenue. If requested, Grantor and Grantee shall identify a mutually acceptable location to be provided by the Grantor. If the relocation occurs in the first five years of this Agreement, Grantor shall pay the actual cost of relocation, not to exceed the depreciated value of the Traffic Signal at the time of relocation and assuming a useful life of twenty-five years. After five years from the date of this Agreement, Grantor shall have no obligation to pay for the cost of relocation unless mutually agreed otherwise.
8. Consideration: The consideration for this easement, Grantee shall pay Grantor \$1.00 upon execution of this Agreement. The benefits the Traffic Signal provides to Grantor, including providing safe passage across the intersection at Lincoln Way and Beach Avenue for students, faculty, staff, and visitors, serve as additional consideration for this easement. No cost of the facilities to be constructed within this Easement Area shall be assessed or charged to the Grantor.
9. Duration: This easement is granted, and all rights hereunder shall endure, for a period of fifty years so long as the Grantee continues to use the Easement Area for a Traffic Signal in accordance with this Agreement. Grantor and Grantee may mutually agree in writing to renew this Agreement. Upon expiration of the easement term or discontinuation of Grantee's use of the Easement Area for a Traffic Signal in accordance with this Agreement: (i) all rights granted to Grantee shall terminate and revert to Grantor and (ii) Grantee shall remove the

Traffic Signal and restore the Easement Area to pre-easement conditions at no expense to Grantor unless otherwise agreed by Grantor and Grantee.

10. Assignment Prohibited: The grant of this easement is to Grantee only and cannot be assigned in whole or part to any other party without written consent of Grantor.

If Grantee fails to comply with the requirements of this Agreement, Grantor shall serve a written notice to Grantee specifying its defaults. Grantee shall have 30 days to provide a written response to the Grantor and plan of action and schedule for Grantor's approval. If approved, Grantee shall comply with the plan of action and schedule. If Grantee fails to comply with approved plan of action and schedule, all its rights, title and interest hereunder shall cease and terminate and the Grantor shall be entitled to full possession of the Easement Area.

Grantor and Grantee execute this Traffic Signal Easement Agreement by their lawfully designated officials as of the date first written above.

Remainder of this page is intentionally left blank. Signature pages follow.

BOARD OF REGENTS, STATE OF IOWA

By: _____
Mark Braun
Executive Director

STATE OF IOWA, COUNTY OF POLK, SS.:
This instrument was acknowledged before me on _____, 2020, by Mark
Braun as Executive Director of the Board of Regents, State of Iowa.

Notary Public
My Commission expires: _____

CITY OF AMES, IOWA

Passed and approved on _____, 2020, by Resolution No. 20-_____,
adopted by the City Council of Ames, Iowa.

Attest:

By:

Diane R. Voss, City Clerk

John A. Haila, Mayor

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 2020, by Diane
R. Voss and John A. Haila, as City Clerk and Mayor, respectively, of the City of Ames, Iowa.

Notary Public
My commission expires: _____

EXHIBIT 'A'

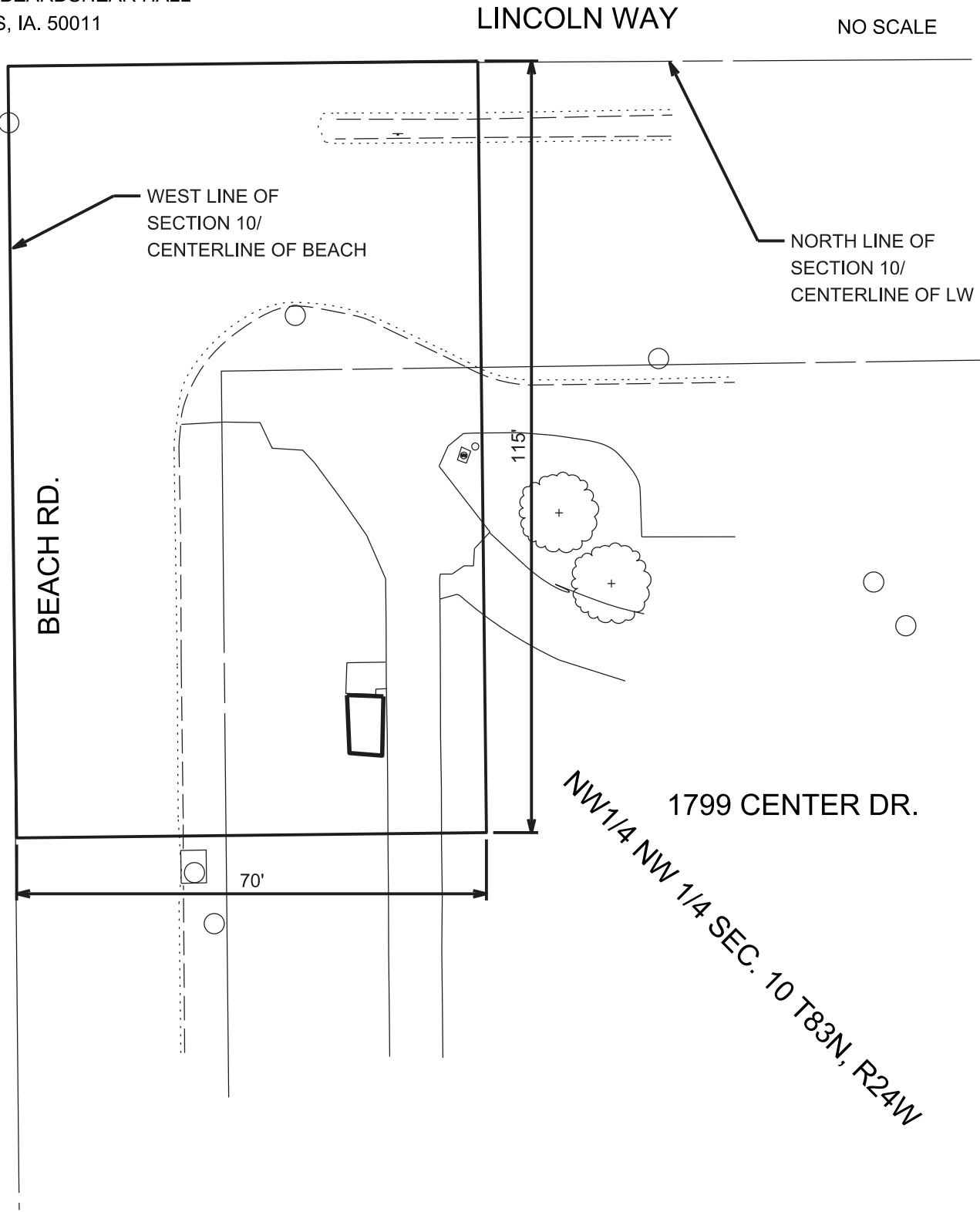
PERMANENT TRAFFIC SIGNAL EASEMENT PLAT CITY OF AMES, IOWA ENGINEERING DIVISION

OWNER: IOWA STATE UNIVERSITY
1350 BEARDSHEAR HALL
AMES, IA. 50011

DATE: _____



NO SCALE



THE NORTH 115' OF THE WEST 70' OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER
OF SECTION 10 TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES,
STORY COUNTY, IOWA.

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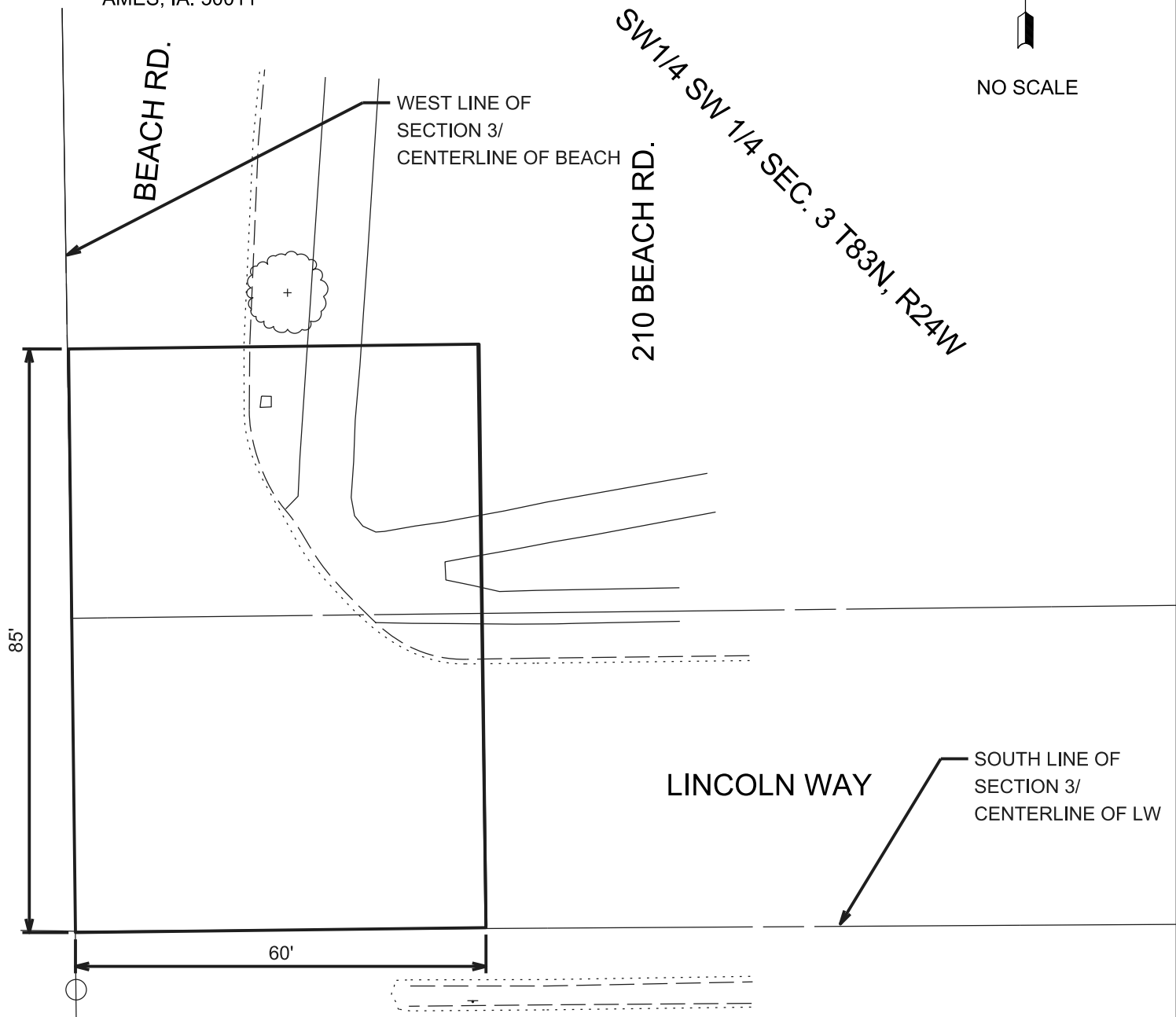
OWNER: IOWA STATE UNIVERSITY
1350 BEARDSHEAR HALL
AMES, IA. 50011

DATE: _____

N



NO SCALE



THE SOUTH 85' OF THE WEST 60' OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3 TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA.

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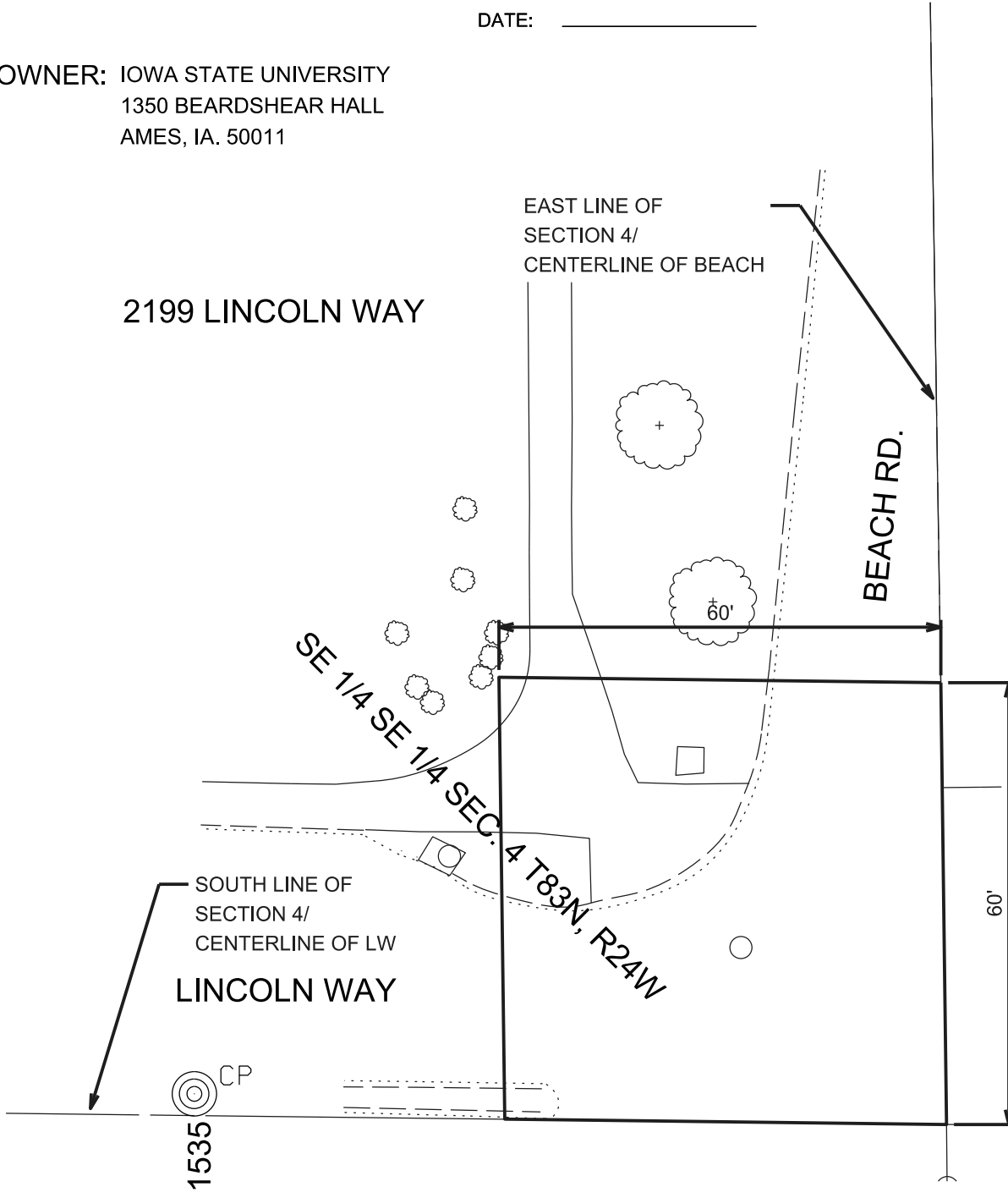
DATE: _____

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1350 BEARDSHEAR HALL
AMES, IA. 50011

N



NO SCALE



THE SOUTH 60' OF THE EAST 60' OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER,
SECTION 4, TOWNSHIP 83 NORTH, RANGE 24 WEST, OF THE 5TH P.M., CITY OF AMES,
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