

ITEM #: 18
DATE: 08-08-23
DEPT: PW

COUNCIL ACTION FORM

SUBJECT: **2022/23 TRAFFIC SIGNAL PROGRAM**
(STATE AVE & MORTENSEN ROAD PERMANENT SIGNAL)

BACKGROUND:

At its December 10, 2019, meeting, City Council approved a Memorandum of Understanding (MOU) with Iowa State University to construct a temporary traffic signal at the intersection of State Avenue and Mortensen Road. This intersection contains shared jurisdiction between ISU and the City. The temporary signal was constructed in 2020 and the permanent signal was programmed in the FY 2022/23 budget.

A separate MOU has been prepared with Iowa State University to equally share in the costs of the construction of a permanent traffic signal. The City's portion is currently programmed with \$180,000 in Road Use Tax. Iowa State University also has \$180,000 programmed for its share.

The City will be responsible for overseeing the procurement and installation of the signal. Once installed, the City will be responsible for operation and routine maintenance of the signal. If the City and University agree that a major repair or replacement of the signal is necessary in the future, the parties will split the costs equally.

ALTERNATIVES:

1. Approve the attached MOU with Iowa State University for construction of a permanent traffic signal at the intersection of State Avenue and Mortensen Road.
2. Reject the Agreement.

CITY MANAGER'S RECOMMENDED ACTION:

Approval of this agreement with Iowa State University will allow construction of the permanent traffic signal to occur in 2024. Construction of the permanent signal will significantly reduce the maintenance needs of the existing temporary signal. Delay or rejection of this agreement could delay this signal project by at least one year and could require additional funding. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

City of Ames – ISU
MEMORANDUM OF UNDERSTANDING –
TRAFFIC SIGNAL AT STATE AVENUE AND MORTENSEN ROAD

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into this ____th day of _____, 2023, by and between CITY OF AMES, IOWA (hereinafter called “City”) and IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY (hereinafter called "ISU");

WITNESSETH:

WHEREAS, the City and ISU recognize that traffic at the intersection of State Avenue and Mortensen Road has increased in recent years; and,

WHEREAS, both the City and ISU each own 50% of the adjacent roadways; and,

WHEREAS, the City plans for work and improvements to design and install a permanent traffic signal at the intersection of State Avenue and Mortensen Road; and,

WHEREAS, ISU recognizes the benefit of aforementioned signal and agrees to participate in order to make needed improvements;

NOW, THEREFORE, in consideration of these premises and of the mutual promises hereinafter set out, the parties hereto do agree and covenant as follows:

I
PARTIES

A. The Parties to this agreement are the City and ISU. No other parties shall be admitted to this Agreement, nor shall there be any assignment of this Agreement without the express written consent of the existing parties hereto.

B. It is not the intention of the parties to this Agreement that any new legal entity be created by virtue of this Agreement, and the provisions of this Agreement shall not be deemed to have created a partnership, trust or other legal entity.

II
DURATION

Both the City and ISU agree the temporary traffic signal, constructed in 2020, successfully improved traffic flow along State Avenue and Mortensen Road. Both parties have sufficient funds in place to build a permanent traffic signal and associated accessible pedestrian facilities. Construction of the permanent traffic signal is anticipated to be completed in Spring/Summer of 2024.

III
RESPONSIBILITIES

The work is not anticipated to be on ISU property so no access or construction agreement is necessary.

The City will oversee the traffic signal project, including but not limited to: design, project management, procurement of all materials, construction and inspections of the work.

ISU agrees to pay for one half of the actual costs for design, construction, inspection, and project management associated with the traffic signal installation. ISU's portion is estimated not to exceed \$180,000. A purchase order will be prepared to address payment of actual costs.

ISU staff will review and comment on the construction plans and give the City approval to proceed with letting the project. After bids are opened and the responsible low bidder is established, ISU will review bids and provide approval to proceed. ISU will be given the opportunity to review change orders.

At the end of the project, final expenses will be reviewed and ISU will reimburse the City for one half of the actual expenses as described above.

City will be responsible for operation and routine maintenance of the traffic signal upon completion of construction. Any major repair or replacement of the traffic signal required in the future shall be discussed by the City and ISU. The City and ISU shall mutually agree on whether a major repair or replacement is necessary and the timing of the repair or replacement. Costs shall be split between the City and ISU equally.

IV
TIME OF THE ESSENCE

It is agreed and understood by the parties to this Agreement that time is of the essence in performance of any action provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their authorized representatives as of the date first above written.

AMES, IOWA

IOWA STATE UNIVERSITY

By: _____
John Haila, Mayor
City of Ames

By: _____
Shawn Norman, Senior VP for Operations
and Finance, Iowa State University