

COUNCIL ACTION FORM

SUBJECT: MAIN STREET ALLEY RECONSTRUCTION PROJECT (DOUGLAS AVENUE TO KELLOGG AVENUE)

BACKGROUND:

On May 24, 2011, staff reported to City Council that Interstate Power and Light Company (IPL), an Alliant Energy company, notified the City about a leak in their gas main in the alley north of Main Street between Douglas Avenue and Kellogg Avenue. The leak was repaired, but they recognized that the gas main needed to be replaced. In looking at the amount of alley repair that would be needed with the replacement of the gas main, they asked Public Works staff if it would be possible to reimburse the City for the cost of the alley paving needed for their gas main replacement. Public Works was then approached by the Electric Services Department regarding needed transformer work in the same alley that would involve even more pavement removal and replacement. Taking into consideration the amount of proposed pavement removal and replacement involved with IPL's and Electric Services' proposed work, replacing the entire alley was recommended.

Council subsequently approved a reimbursement agreement with IPL for pavement replacement in an amount not to exceed \$41,935.41. The alley will be replaced with 8" concrete in the tire path with a four-foot strip of pervious concrete in the middle of the alley (above the existing storm sewer). This approach to design will accomplish a significant reduction in long-term maintenance and will be a sustainable approach to addressing the drainage issues, which contributed to the decreased integrity of the existing alley pavement.

City staff held a public meeting, which included area businesses and residents, to discuss the staging and timing of the construction. As a result of this meeting, staff will coordinate access and parking for area.

Plans and specifications for this project have been completed with a construction estimate of \$105,880. Engineering and administration costs are estimated at \$16,000 bringing total estimated costs to \$121,880.

In addition to the reimbursement amount of \$41,935.41 from Interstate Power and Light, Electric Services will contribute \$20,000 for pavement replacement and \$10,000 for conduit installation for the electric work required in the alley. Funding from unobligated General Obligation Bonds was identified at the May 24, 2011 City Council meeting and is available in the amount of \$50,000. This brings total available funding to approximately \$122,000.

ALTERNATIVES:

1. Approve the Main Street Alley Reconstruction Project (Douglas Avenue to Kellogg Avenue) by establishing a February 22, 2012, as the date of letting and February 28, 2012, as the date for report of bids.
2. Direct Staff to revise the project.

MANAGER'S RECOMMENDED ACTION:

By approving plans and specifications and setting the letting date, this project will help achieve the Council's goal of strengthening and protecting our neighborhoods and promoting environmental sustainability. This will also allow construction to take place during the 2012 construction season.

Therefore, it is the recommendation of the City Manager that the City Council accept Alternative No. 1, thereby approving Main Street Alley Reconstruction Project (Douglas Avenue to Kellogg Avenue) by establishing a February 22, 2012, as the date of letting and February 28, 2012, as the date for report of bids.

REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into on the 23rd day of May, 2011, between Interstate Power and Light Company (hereinafter called "Utility") and City of Ames (hereinafter called "City").

WITNESSETH:

WHEREAS Utility has a gas line that needs to be replaced beneath the alley north of Main Street between Kellogg Avenue and Douglas Avenue.

WHEREAS aforementioned repairs will result in a significant portion of the alley requiring repaving.

WHEREAS said alley is located in City.

WHEREAS City has determined that said alley is currently in poor condition, and patching the alley after Utility's repairs would not improve its current condition and would likely increase maintenance needs in the future.

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

1. Utility shall be allowed to complete the required replacement of a gas line located beneath the alley north of Main Street, between Kellogg Avenue and Douglas Avenue.
2. Utility agrees that it will perform such work in a manner which will minimize damage to the alley
3. City shall be responsible for repaving the alley once Utility has completed its replacement of the gas line.
4. The parties acknowledge that the estimated cost of repaving the alley is \$123,000.
5. Utility agrees that it will contribute an amount not to exceed \$41,935.41 toward the total costs of the repairs to the alley.
6. Utility agrees that it will reimburse City following completion of repaving and receipt of an invoice.
7. This Agreement may be terminated by either party upon 30 days prior written notice to the other party in the event of substantial failure by the other

party to fulfill its obligations under this Agreement through no fault of the terminating party.

8. This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

EXECUTION. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

Tom L. Allen, Pres.
Interstate Power and Light Company

James H. Campbell
City of Ames