

COUNCIL ACTION FORM

SUBJECT: 2007/08 SHARED USE PATH SYSTEM EXPANSION (OAKWOOD ROAD)

BACKGROUND:

This program provides for construction of shared use paths on right-of-way adjacent to streets and through greenbelts. **This specific project is for construction of a shared use path on the south side of Oakwood Road from State Avenue east to Christofferson Park as well as on the west side of Cedar Lane from Suncrest Drive north to Oakwood Road.** The Cedar Lane portion of the project was originally intended to be installed by the developer. However, the City and the developer agreed to have the City install this section of path in exchange for the extra width and pavement thickness at the south end of Cedar Lane to facilitate the subdivision construction. A map of the proposed locations is shown in Attachment A.

As the adjacent property owner, Iowa State University has agreed by a Memorandum of Understanding (attached) to fund the portion of the shared use path from State Avenue east to the Ringgenberg Subdivision to a maximum participation amount of \$120,000. The Memorandum also provides access to the City for construction and maintenance of the path and direction that the ISU portion be constructed this year. Relocation of the ISU farm fence along Oakwood Road is included in the plans.

Staff met with area residents at a project information meeting at Oakwood Church to receive input and comments. Staff also met with individual project owners on several occasions to discuss impacts to their properties that required adjustment to the project alignment to address those concerns.

Staff has completed plans and specifications for this contract with a total estimated construction cost of \$226,791. Engineering and construction administration costs are estimated at \$34,000 bringing total estimated costs for this project to \$260,791.

The below table summarizes the 2007/08 Shared Use Path System Expansion program funding sources, funding distribution and expense breakdown for each project location.

Program Funding Summary

2007/08 Shared Use Path System Expansion Program	
Local Option Sales Tax (LOST)	\$ 61,998
Developer Contributions (Ringgenberg)	\$ 38,150
Developer Contributions (Suncrest)	\$ 23,261
2016/17 Storm Sewer Improvements	\$ 12,650
Accessibility Enhancement Funds	\$ 26,300
Iowa State University (Estimated)	\$ 120,000
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Total Funding	\$ 282,359

Program Expense Summary

Engineering & Contract Administration (estimated)	\$ 34,000
Construction Costs (estimated)	\$ 226,791
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Total Expenses	\$ 260,791

ALTERNATIVES:

- 1a. Approve plans and specifications for the 2007/0816 Shared Use Path System Expansion (Oakwood Road) and establish September 21, 2016, as the date of letting and September 27, 2016, as the date for report of bids.
- b. Approve the Memorandum of Understanding with Iowa State University for their portion of the project.
2. Do not approve this project.

MANAGER'S RECOMMENDED ACTION:

Approval of these plans and specifications will continue to keep this project on schedule and allow for at least some of the path to be constructed in 2016. Delay of these plans would delay the start of this trail expansion project until at least spring of 2017.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.

Attachment A



Geographic Information System (GIS) Product Disclaimer: City of Ames GIS map data does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership & land use nor does it replace field surveys of utilities or other features contained in the data. All features represented in this product should be field verified. This Product is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the User.



Oakwood Road Shared Use Path



Scale: 1 in = 583 ft
Date: 8/16/2016

City of Ames – ISU
MEMORANDUM OF UNDERSTANDING – OAKWOOD SHARED USE TRAIL

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into this 29th day of April, 2016, (“Effective Date”) by and between CITY OF AMES, IOWA (hereinafter called “City”), 515 Clark Avenue, Ames, Iowa, and IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY (hereinafter called “ISU”), 1350 Beardshear Hall, Ames, Iowa;

WITNESSETH:

WHEREAS, it is the intention of the City to undertake a trail development project that will include an eight foot wide shared use trail that will run between University Boulevard and State Avenue located in the City of Ames, Iowa; and,

WHEREAS, the shared use trail will serve the public purpose of providing bicycle and pedestrian connectivity from University Blvd to State Avenue; and,

WHEREAS, ISU is a land owner of property that the shared use trail will cross and is willing to support the shared use trail as set forth in this Agreement.

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. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

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

This Agreement shall endure and remain in effect for a period of thirty years from the Effective Date. The parties may mutually agree in writing to modify the terms of the Agreement, including the Agreement’s expiration date.

III RESPONSIBILITIES

A. Access Permission. ISU hereby grants the City access to the ISU-owned property that is depicted in Attachment A (“the Property”) for the construction and maintenance of the shared use trail.

B. Location of Shared Use Trail. ISU and the City shall mutually agree upon the route for the shared used trail across the Property.

C. Approval of Design and Construction Plans. The City shall submit the design and construction plans for the shared use trail to ISU for review, comment and approval, which shall not be unreasonably withheld.

D. Approval of Successful Bidder. After ISU has approved the design and construction plans, the City may proceed with letting the shared use trail project. After bids are opened and the City has established the responsible low bidder, the City shall share the bid from such bidder with ISU and seek ISU’s approval to proceed, which shall not be unreasonably withheld.

E. Timing of Construction. Construction is scheduled for the Summer/Fall of 2016. The City shall consult with ISU regarding the specific construction schedule to ensure that livestock on the Property is secured and that ISU’s operations are not unduly disrupted.

F. Modification of Plans or Costs. Any proposed modifications to the approved design and construction plans or any increase in cost, through change order or otherwise within the area shown in Attachment A (the Property), must receive prior approval from ISU.

G. Financial. Upon completion of the construction of the shared use trail across the Property, ISU shall reimburse the City for actual expenses incurred by the City for the engineering, construction and project management services provided in connection with the construction of the shared use trail across the Property. The parties estimate that such expenses shall not exceed \$120,000. The City shall submit to ISU an invoice for the amount of the actual expenses with supporting documentation, and ISU shall pay such invoice within 60 days.

H. Maintenance. The City shall be solely responsible, at its expense, for maintaining and keeping in good repair the shared use trail and the surrounding area from the fence line that will be located south of the shared use trail to the Oakwood roadway pavement. Maintenance shall include, but not be limited to, maintenance of the trail surface and signs, painting, mowing (mower deck width along trail edges), caring for plants and landscaping and removal of debris. The City’s obligation to maintain the shared use trail shall survive the termination or expiration of this Agreement so long as the shared use trail continues to be in use.

I. Liability; Insurance. The City shall keep the Property free and clear of all liens arising out of any work performed or material furnished for the City in connection with the construction and maintenance of the shared use trail. The City shall indemnify and hold harmless ISU, the Board of Regents, State of Iowa and the State of Iowa and their respective officers and employees from any and all claims, demands, damages or expenses arising out of (i) the construction or use of the shared use trail or (ii) the City's breach of this Agreement. The City shall provide and maintain, at its own expense, for the term of the Agreement, insurance or risk finance programs in an amount appropriate to cover its potential liabilities.

J. ISU Use. ISU reserves to itself the right to the full use of the Property for any purpose it seems fit which does not interfere with the rights granted to the City in this Agreement. Such right includes, but is not limited to, the construction of driveways across the shared use trail.

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. The City shall complete all remaining sections of the shared use trail between University Blvd and State Avenue prior to December 30, 2016.

V MISCELLANEOUS

Notices relating to this Agreement shall be in writing and shall be delivered by messenger or overnight carrier to the other party at the address set forth above or such other address as may be given in writing in accordance with this section. Notice shall be deemed effective upon receipt. The failure of either party to require performance of any term or condition of this Agreement by the other party shall not constitute a waiver to subsequently enforce such term or condition. The rights and remedies set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available in law or equity. The invalidity or illegality of one or more provisions of this Agreement shall not affect the enforceability of the remaining provisions. The parties' rights and obligations in this Agreement that, by their nature, would continue beyond the termination of this Agreement shall survive such termination.

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

CITY OF AMES, IOWA

IOWA STATE UNIVERSITY OF
SCIENCE AND TECHNOLOGY

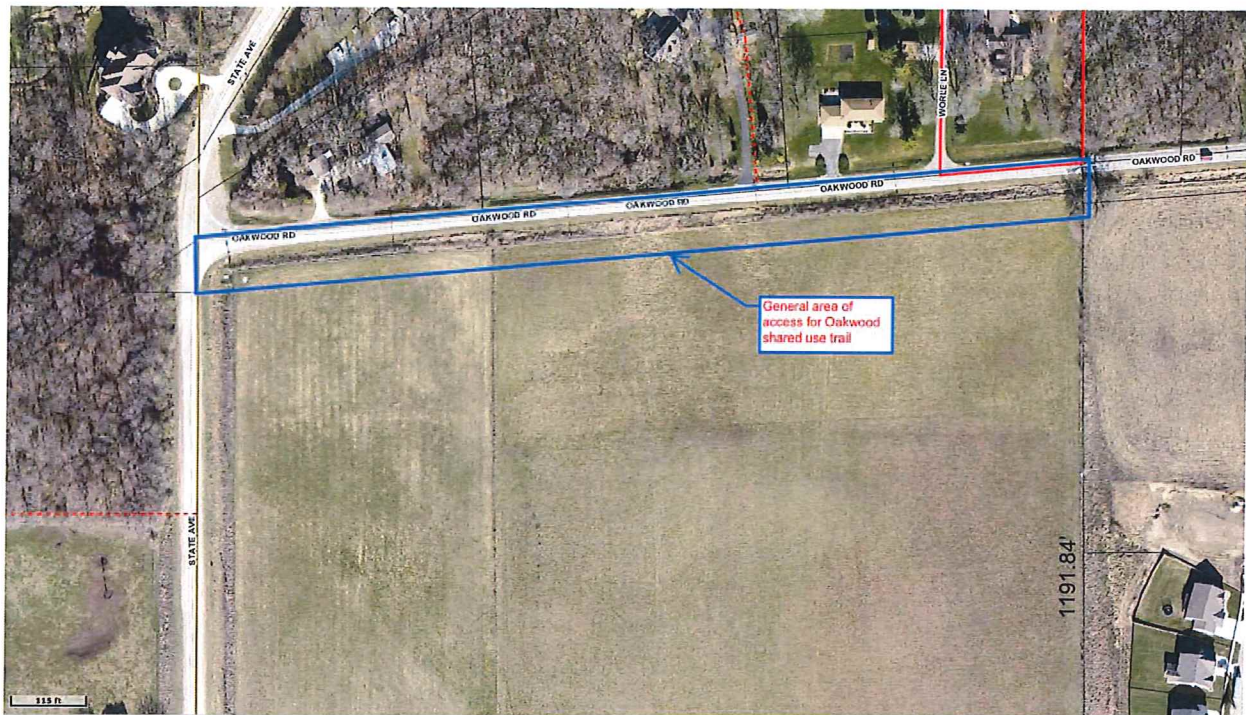
By: _____
Ann H. Campbell, Mayor
City of Ames

By: *Warren R. Madden*
Warren Madden,
Senior Vice President for Business and Finance
Iowa State University of Science and Technology

Attest: _____
Diane R. Voss, City Clerk
City of Ames

ATTACHMENT A
Property located at SW corner of State Ave and Oakwood Rd

Attachment A



↑
NORTH