

COUNCIL ACTION FORM

SUBJECT: 2019/20 SHARED USE PATH SYSTEM EXPANSION – VET MED TRAIL (S. 16TH STREET TO ISU RESEARCH PARK)

BACKGROUND:

This program provides for construction of shared use paths on street rights-of-way, adjacent to streets, and through greenbelts. The Long-Range Transportation Plan (LRTP) identifies those paths that separate bicycle traffic from higher-speed automobile traffic. **This project will pave the existing granular Vet Med Trail from S. 16th Street to ISU Research Park.**

On June 17, 2020, bids were received for this project as follows:

| Bidder | Base Bid + Alternate 1 | Base Bid + Alternate 2 |
|----------------------------|-------------------------------|-------------------------------|
| <i>Engineer's Estimate</i> | \$491,140 | \$555,400 |
| Howrey Construction | \$282,715.05 | \$391,421.55 |
| All Star Concrete | \$323,537.53 | \$455,463.31 |
| Con-Struct, Inc. | \$326,180.80 | \$447,203.80 |
| Absolute Concrete | \$378,186.75 | \$494,176.05 |
| Caliber Concrete | \$418,847.38 | \$559,469.68 |

Based on the received bid prices, staff recommends the selection of the Base Bid + Alternate 1, which includes a vinyl coated chain link fence (similar to the fence used on the Skunk River Trail). The Base Bid + Alternate 2 option included a steel panel fence in lieu of the chain link fence.

The revenues and expenses for this project are as follows:

| Revenues | | Expenses | |
|-----------------|------------------|----------------------|---------------------|
| Road Use Tax | \$620,000 | Engineering & Admin. | \$80,000.00 |
| | | Base Bid + Alt 1 | \$282,715.05 |
| Total | \$620,000 | Total | \$362,715.05 |

The portion of the trail through the Iowa State University Veterinary Medicine campus will require an easement (attached), which has been approved by ISU legal counsel and authorized by the Board of Regents. However, staff has been informed that this easement still needs to be approved by the Iowa Attorney General's Office and Board of Regents staff.

ALTERNATIVES:

1.
 - a. Approve the 20-year Shared Use Path Easement with Iowa State University for the portion of path on the Vet Med property and authorize City staff to approve any de minimis changes required by the Attorney General and Board of Regents offices.
 - b. Accept the report of bids for the 2019/20 Shared Use Path System Expansion – Vet Med Trail (S. 16th Street to ISU Research Park) project.
 - c. Approve the final plans and specifications for this project.
 - d. Award the Base Bid and Bid Alternate 1 of the 2019/20 Shared Use Path System Expansion – Vet Med Trail (S. 16th Street to ISU Research Park) project to Howrey Construction, Inc. of Rockwell City, Iowa, in the amount of \$282,715.05, subject to the City being granted an acceptable easement from the State of Iowa.
2. Award the contract to one of the other bidders.
3. Do not proceed with this project until the easement has been finally approved by the Iowa Attorney General's Office and Board of Regents staff.

CITY MANAGER'S RECOMMENDED ACTION:

The portion of the trail through the Iowa State University Veterinary Medicine campus will require an easement (attached). The Board of Regents (BOR) approved the easement at their June meeting subject to approval by the Attorney General (AG) and BOR offices. ISU legal counsel has approved the easement and told the City Attorney's staff that the easement will be granted, however, very minor changes may be required by the AG and BOR offices.

Moving ahead with the approval of this multi-use trail construction project at this time will avoid a delay in its completion into the next construction season. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 thereby 1) approving the award of bid to Howrey Construction in the amount of \$282,715.05 (Base Bid + Alternate 1), subject to the City being granted an acceptable easement, and 2) authorizing City staff to approve any de minimis changes required by the Iowa Attorney General and Board of Regents offices.

Legal Description: See page 5

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
MULTI-USE TRAIL EASEMENT AGREEMENT
AT COLLEGE OF VETERINARY MEDICINE**

This Multi-Use Trail Easement Agreement (“**Agreement**”) is entered into June 23, 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 in 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 East half of the Northwest Quarter of Section 15, Township 83 North Range 24 West of the 5th P.M., Ames, Story County, Iowa (“**Property**”).

- B. Grantee desires to construct a multi-use trail across a portion of the Property and connect it to other trails in the vicinity, and Grantor supports the construction of the multi-use trail 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, maintaining, and repairing a multi-use trail. The parties acknowledge that the multi-use trail will be open to use by members of the public, and Grantor and Grantee may use the multi-use trail as other members of the public may use it. In addition, either party may use the Easement Area as an alternative route for emergency vehicles when necessary to address health, safety, or law enforcement situations.

3. Access: Grantee's entrance upon Grantor's Property to access the Easement Area shall be over reasonable routes designated by Grantor.
4. Construction Requirements:
 - a. Construction Coordination: Grantor and Grantee shall coordinate prior to and during construction of the multi-use trail. Grantor and Grantee shall each designate at least one representative to serve as its liaison to the other party regarding the construction.
 - b. Construction Plans: Grantee shall submit to Grantor for Grantor's approval a copy of Grantee's plans for construction of the multi-use trail. Grantor's approval shall not be unreasonably withheld. Grantee shall ensure that the multi-use trail is constructed in accordance with the approved plans.
 - c. Construction Dates: Grantor and Grantee shall mutually agree on the dates during which the construction activities may occur in order to diminish any adverse impact on Grantor's activities on the Property.
 - d. Temporary Construction Easement: Grantor grants Grantee a temporary construction easement in an area immediately adjacent to the Easement Area as identified in the Map of Temporary Construction Easement, which is attached as Exhibit B, for a period of six months from the date of construction commencement solely for the purpose of constructing the multi-use trail. However, if Grantee has completed its use of the temporary construction easement prior to the end of the six-month period, the temporary construction easement shall immediately terminate. Grantee's obligations and liability with respect to the Easement Area shall also apply to the temporary construction easement.
 - e. Utilities Crossings; Permission from Easement Holder: All crossings of existing sewers, water lines, tile lines, electric lines, telecommunication lines, conduit or other existing facilities shall be made in cooperation with and subject to the specifications of the engineer or other official of Grantor in charge of such installations. If the Easement Area crosses an easement previously granted by Grantor to a utility provider or other entity, prior to engaging in any construction activities in the Easement Area Grantee shall obtain from the easement holder its written consent to the easement granted to Grantee pursuant to this Agreement and submit to Grantor a copy of the written consent. Grantee shall abide by any restrictions imposed by the easement holder as a condition of its consent.
 - f. Restoration: Grantee shall restore the Easement Area not utilized for the multi-use trail and the temporary construction easement area to their natural grade and previous condition, including reseeded. 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.
 - g. Liens: Grantor's property shall not be subjected to liens of any nature by reason of Grantee's construction, maintenance or repair of the multi-use trail 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 constructing, maintaining or repairing the multi-use trail. 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 multi-use trail and the Easement Area, including but not limited to any mowing and 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 multi-use trail.
 - 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 multi-use trail, 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 multi-use trail or Grantee's rights granted in this Agreement.
7. Relocation: Grantor may request relocation of all or a portion of the multi-use trail and Easement Area. 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 multi-use trail 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 multi-use trail provides to Grantor, including providing an alternative walking/biking route for students, faculty, and staff, 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 twenty years so long as the Grantee continues to use the Easement Area for a multi-use trail 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 multi-use trail in accordance with this Agreement: (i) all rights granted to Grantee shall terminate and revert to Grantor and (ii) Grantee shall remove the

multi-use trail 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.

Grantor and Grantee execute this Multi-Use Trail Easement Agreement by their lawfully designated officials as of the date first written above.

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: _____

MAP OF EASEMENT

E 1/2 OF THE NW 1/4 OF SECTION 15-83-24

CITY OF AMES

APRIL 2020

EXHIBIT 'A'

POINT OF COMMENCEMENT
N QUARTER CORNER
OF SECTION 15-83-24
FOUND NAIL

FOR RECORDER USE ONLY

INDEX LEGEND

| | |
|-------------------|---|
| LOCATION | E 1/2 OF THE NW 1/4 OF SECTION 15, T-83-N, R-24-W STORY COUNTY, IOWA |
| REQUESTOR: | CITY OF AMES |
| PROPRIETOR: | STATE OF IOWA |
| SURVEYOR: | EUGENE DREYER, P.L.S. # 17535 |
| SURVEYOR COMPANY: | BOLTON & MENK, INC. |
| RETURN TO: | EUGENE DREYER, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100 |

LEGEND:

- FOUND MONUMENT AS NOTED
- ▲ FOUND SECTION CORNER AS NOTED
- - - - - EASEMENT LINE

FOURTEEN FOOT PEDESTRIAN EASEMENT DESCRIPTION:

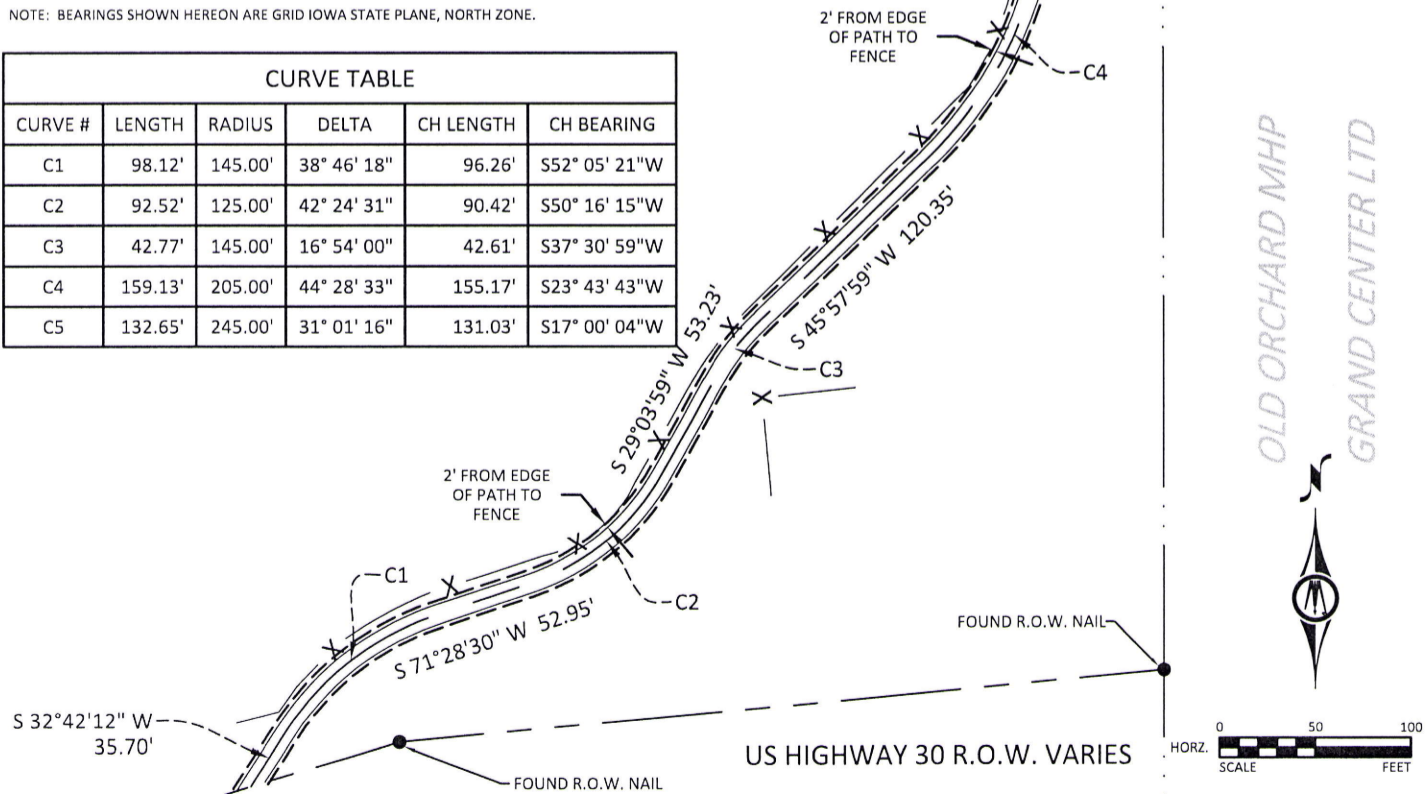
THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 15-83-24, WEST OF THE 5TH P.M., CITY OF AMES, STORY COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A FOURTEEN FOOT WIDE PEDESTRIAN EASEMENT, SEVEN FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OF THE PATH AS CONSTRUCTED, COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 15; THENCE S 00°05'16" E, 870.87 FEET ALONG THE EAST LINE OF THE SAID EAST HALF OF THE NORTHWEST QUARTER TO THE POINT OF BEGINNING AT THE CENTERLINE OF THE PATH; THENCE S 32°30'42" W, 34.03 FEET TO THE BEGINNING OF A 245 FOOT RADIUS CURVE, CONCAVE EAST; THENCE 132.65 FEET ALONG SAID CURVE, WITH A DELTA OF 31°01'16", AND THE LONG CHORD BEARS S 17°00'04" W, 131.03 FEET; THENCE S 01°29'26" W, 115.51 FEET TO THE BEGINNING OF A 205 FOOT RADIUS CURVE, CONCAVE WESTERLY, THENCE 159.13 FEET ALONG SAID CURVE, WITH A DELTA OF 44°28'33", AND THE LONG CHORD BEARS S 23°43'43" W, 155.17 FEET; THENCE S 45°57'59" W, 120.35 FEET TO THE BEGINNING OF A 145 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE 42.77 FEET ALONG SAID CURVE, WITH A DELTA OF 16°54'00", AND THE LONG CHORD BEARS S 37°30'59" W, 42.61 FEET; THENCE S 29°03'59" W, 53.23 FEET TO THE BEGINNING OF A 125 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE 92.52 FEET ALONG SAID CURVE, WITH A DELTA OF 42°24'31", AND THE LONG CHORD BEARS S 50°16'15" W, 90.42 FEET; THENCE S 71°28'30" W, 52.95 FEET TO THE BEGINNING OF A 145 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE 98.12 FEET ALONG SAID CURVE, WITH A DELTA OF 38°46'18", AND THE LONG CHORD BEARS S 52°05'21" W, 96.26 FEET; THENCE S 32°42'12" W, 35.70 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY #30, WITH SIDELINES AT EACH END OF THE EASEMENT BEING EXTENDED OR SUBTENED TO TERMINATE AT THE PROPERTY LINES.

NOTE: BEARINGS SHOWN HEREON ARE GRID IOWA STATE PLANE, NORTH ZONE.

CURVE TABLE

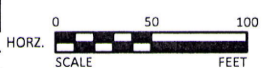
| CURVE # | LENGTH | RADIUS | DELTA | CH LENGTH | CH BEARING |
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PROPERTY OF THE
CITY OF AMES

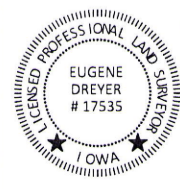
PROPERTY OF THE
STATE OF IOWA

OLD ORCHARD MHP
GRAND CENTER LTD



MAP OF EASEMENT

E 1/2 OF THE NW 1/4 OF SECTION 15-83-24



I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Eugene Dreyer
First Last, L.S.
REG. NO. 17535 DATE 6/11/2020
MY LICENSE RENEWAL DATE IS 12/20/2020
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET



1519 BALTIMORE DRIVE
AMES, IOWA 50010
(515) 233-6100

SHEET
1
OF
1

MAP OF TEMPORARY CONSTRUCTION EASEMENT
E 1/2 OF THE NW 1/4 OF SECTION 15-83-24
CITY OF AMES

APRIL 2020

EXHIBIT 'B'

POINT OF COMMENCEMENT
N QUARTER CORNER
OF SECTION 15-83-24
FOUND NAIL

FOR RECORDER USE ONLY

| INDEX LEGEND | |
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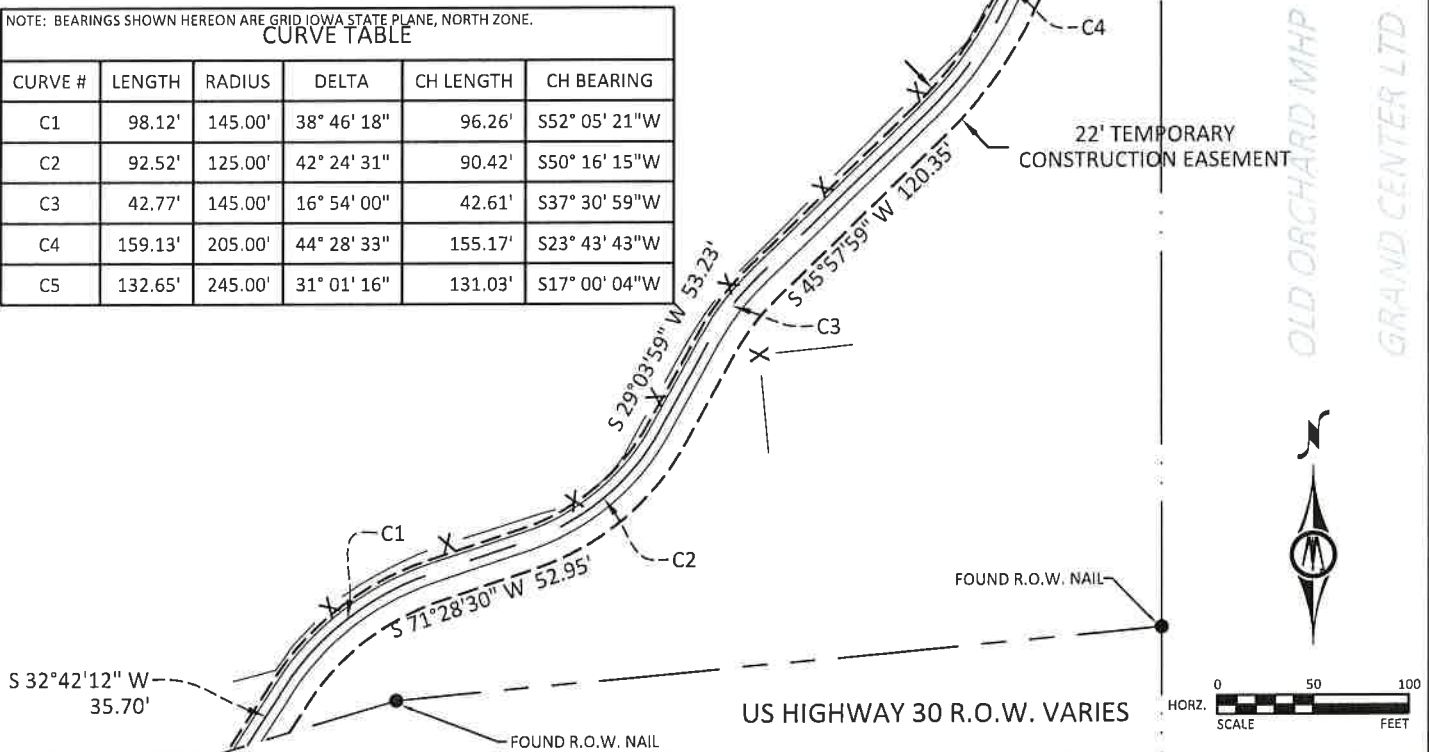
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TWENTY-TWO FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT
DESCRIPTION:

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A TWENTY-TWO FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT, FIFTEEN FEET ON THE EAST SIDE, AND 7 FEET ON THE WEST SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OF THE PATH AS CONSTRUCTED, COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 15; THENCE S 00°05'16" E, 870.87 FEET ALONG THE EAST LINE OF THE SAID EAST HALF OF THE NORTHWEST QUARTER TO THE POINT OF BEGINNING AT THE CENTERLINE OF THE PATH; THENCE S 32°30'42" W, 34.03 FEET TO THE BEGINNING OF A 245 FOOT RADIUS CURVE, CONCAVE EAST; THENCE 132.65 FEET ALONG SAID CURVE, WITH A DELTA OF 31°01'16", AND THE LONG CHORD BEARS S 17°00'04" W, 131.03 FEET; THENCE S 01°29'26" W, 115.51 FEET TO THE BEGINNING OF A 205 FOOT RADIUS CURVE, CONCAVE WESTERLY, THENCE 159.13 FEET ALONG SAID CURVE, WITH A DELTA OF 44°28'33", AND THE LONG CHORD BEARS S 23°43'43" W, 155.17 FEET; THENCE S 45°57'59" W, 120.35 FEET TO THE BEGINNING OF A 145 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE 42.77 FEET ALONG SAID CURVE, WITH A DELTA OF 16°54'00", AND THE LONG CHORD BEARS S 37°30'59" W, 42.61 FEET; THENCE S 29°03'59" W, 53.23 FEET TO THE BEGINNING OF A 125 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE 92.52 FEET ALONG SAID CURVE, WITH A DELTA OF 42°24'31", AND THE LONG CHORD BEARS S 50°16'15" W, 90.42 FEET; THENCE S 71°28'30" W, 52.95 FEET TO THE BEGINNING OF A 145 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE 98.12 FEET ALONG SAID CURVE, WITH A DELTA OF 38°46'18", AND THE LONG CHORD BEARS S 52°05'21" W, 96.26 FEET; THENCE S 32°42'12" W, 35.70 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY #30, WITH SIDELINES AT EACH END OF THE EASEMENT BEING EXTENDED OR SUBTENDED TO TERMINATE AT THE PROPERTY LINES.

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MAP OF TEMPORARY CONSTRUCTION EASEMENT
E 1/2 OF THE NW 1/4 OF SECTION 15-83-24



I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Eugene Dreyer
First Class L.S.
REG. NO. 17535 DATE: 6/11/2020
MY LICENSE RENEWAL DATE IS 12/30/2020
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET



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SHEET
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