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Public Works

City Transit
263-8152

MEMORANDUM

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

To: Randy Hill, Public Works Director
FROM: Jim Edgmond, City Engineer
DATE: June 17, 2015
RE: Muscatine Community College MOU for easement for sidewalk

INTRODUCTION:

As part of the 2015 Sidewalk Program a sidewalk going through Weed Park is planned from Hillcrest Ave. to the existing trail is planned. This sidewalk will go across some MCC property that is adjacent to the park. A memo of understanding was developed with MCC and their Governing Board has reviewed and signed the MOU allowing the sidewalk across their property.

BACKGROUND:

This agreement allows the sidewalk to be constructed and once constructed a surveyed alignment and associated legal description will be prepared by the City for the easement along the sidewalk. The costs for the easement preparation, including survey costs, and the maintenance of this sidewalk are planned to be the City's costs. The City needs this easement to provide a more direct route for the sidewalk. If the sidewalk were kept entirely on the park property the route would be perceived as too far out of the way for the kids walking to school and they would be tempted to walk a short cut across the MCC property.

Attached is a signed MOU from MCC agreeing to the sidewalk and associated easement. The City needs to sign this MOU and return an original to MCC.

RECOMMENDATION/RATIONALE:

Recommend to the city council that they approve signing this MOU and authorize the survey necessary to prepare the easement plat to complete this easement acquisition after the completion of the sidewalk.

BACKUP INFORMATION:

1. Attachment 1.

**"I remember Muscatine for its sunsets. I have never seen any
on either side of the ocean that equaled them" — Mark Twain**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 15th day of June 2015, by and between Eastern Iowa Community College District/Muscatine Community College (Owner) and the City of Muscatine, Iowa (City).

WHEREAS, the City wishes to acquire a permanent easement ("Acquisition Area") to and over certain real estate of the Owner for purposes of sidewalk/trail construction and continued maintenance as described herein and shown on the attached Easement Acquisition Plat ("Plat"); and by this reference made a part hereof; and

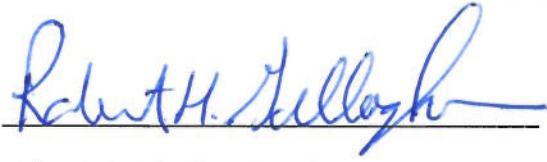
WHEREAS, the City shall receive a permanent easement on which the sidewalk/trail will be placed and a temporary construction easement to provide room for construction equipment to perform the construction of the sidewalk/trail. The permanent easement (to be legally described after construction of the sidewalk/trail) will be for about 12.5 feet on either side of the centerline of the sidewalk/trail. The temporary easement will be for about 37.5 feet on one side of the centerline of the sidewalk; and

WHEREAS the Owner wishes to receive certain considerations as conditions to granting such easement acquisitions;

NOW, THEREFORE, it is hereby agreed by and between the Owner and the City as follows:

1. The Owner grants to the City the easements necessary for construction of a sidewalk/trail limited to the area described and located as the Easement Area, as shown and defined on the Plat hereto attached and by this reference made a part hereof.
2. The City shall be responsible for all costs associated with the construction and maintenance of the sidewalk/trail.
3. The City shall indemnify and hold Owner harmless from claims associated with the construction and/or maintenance of the sidewalk/trail as well as all claims associated with the Easement Area as shown and defined on the Plat.
4. The City shall require the contractor to list the Owner as an additional insured on all policies of insurance.
5. This Memorandum shall be binding upon and shall inure to the benefit of the City, the City's successors interest, legal representatives and assigns, subject to the limits previously identified in this agreement or subject to state law and regulations.
6. The Owner agrees to waive monetary compensation and donate said Easement Area to the City, provided all parties agree to the provisions of this Memorandum and the City complies with all previous sections of this Memorandum.
7. The City shall restore all areas disturbed by the construction to the Owner's satisfaction and shall be responsible to maintain and provide snow removal for that portion of real estate over which it has a permanent easement.

Signed this 15th day of June 2015

A handwritten signature in blue ink, reading "Robert H. Gallagher", written over a horizontal line.

Robert H. Gallagher, Board Chair
Eastern Iowa Community College District

DeWayne M. Hopkins, Mayor
City of Muscatine

Attest: _____

Gregg Mandsager, Clerk -City of Muscatine

