

SCOTT COUNTY ENGINEER'S OFFICE

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MEMO

TO: Dee Bruemmer
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: Resolution Approving a Maintenance Agreement for Eldridge – Long Grove Bike Trail

DATE: September 27, 2011

This maintenance agreement is for the trail between Long Grove and Eldridge along Y-64 (162 Ave). Construction on the trail has begun and is progressing nicely. After construction is complete the actual maintenance will be conducted by the cities of Long Grove and Eldridge. Liability insurance will be purchased by both cities - Long Grove and Eldridge, holding Scott County harmless.

**A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ELDRIDGE AND THE CITY OF
LONG GROVE FOR THE MAINTENANCE OF THE CODY TRAIL ALONG Y64 FROM THE
ELDRIDGE NORTH CITY LIMITS TO LONG GROVE SOUTH CITY LIMITS**

WHEREAS, the Cities of Eldridge and Long Grove, and Scott County desire to use municipal, state, and/or Federal funds to construct and maintain a multi-purpose trail, named the Cody Trail, along Y64 from the north city limits of Eldridge and the south city limits of Long Grove; and

WHEREAS, the City of Eldridge and the City of Long Grove will maintain the trail; and

NOW THEREFORE BE IT AGREED BY AND BETWEEN THE CITY OF ELDRIDGE (hereinafter “Eldridge”), and THE CITY OF LONG GROVE (hereinafter “Long Grove”):

- A. As required by the Iowa Department of Transportation and the Federal Highway Administration, the Cody Trail segment, as described above, must be maintained of a minimum of twenty (20) years. Eldridge shall supply general maintenance for the segment of the trail (including five feet on either side of the paved surface) that runs from Sheridan Meadows Park up to the south right-of-way line of 255th Street and Long Grove shall provide general maintenance (including five feet on either side of the paved surface) from the north right-of-way line of 255th Street north to the end of the trail. General maintenance shall include mowing, striping, clearing of debris, crack sealing and other similar maintenance activities. General maintenance activities shall not encompass the right-of-way of 162nd Avenue (Y-64) or 255th Street beyond the limits of the trail as discussed above.
- B. The trail shall be closed from December 1st to the following March 15th of each year. Appropriate signs shall be erected to inform the public.
- C. Eldridge and Long Grove shall be responsible for carrying liability insurance for their respective portion of the Cody Trail project as deemed appropriate by their respective Councils, attorneys and insurers based on their responsibility to maintain the project. Scott County shall be named as an additional insured on such insurance coverage. Eldridge and Long Grove agree to indemnify and hold harmless each other, and Scott County, from all costs, fees, awards, judgments, liens, penalties, attorney fees and the like which may be incurred by each as a result of the obligations of the other regarding the maintenance of the other’s portion of Cody Trail and/or a breach of the provisions of this agreement.
- D. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
- E. This Agreement as set forth, represents the entire Agreement between the parties identified herein. This Agreement may be amended by mutual written consent of the signatories. In the event one party wishes to end this Agreement prior to completion of the Project construction, the terminating party shall pay all costs incurred because of the early termination, including but not limited to all penalty or early termination cost detailed in the contract of any party hired to complete the Project or any of its component parts. Any cost incurred prior to termination shall be paid as provided elsewhere in this Agreement.
- F. Maintenance of this project will begin upon the signature of all of the parties to the Agreement and upon completion of the Project construction as determined by the Iowa Department of Transportation.
- G. Eldridge and Long Grove affirmatively state that they have taken all action necessary to be bound hereto, and the signature of the mayor will be affixed hereto only after the authorization to do so is received by the respective city council.

H. Scott County states that it has reviewed the agreement and is in general agreement with its provisions. The chairman of the board of supervisors has been authorized to sign the concurrence by action of the board of supervisors.

Mayor, City of Long Grove

Date

Mayor, City of Eldridge

Date

Concurrence:

Chairman, Scott County Supervisors

Date

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____
DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 29, 2011

APPROVAL OF THE MAINTENANCE AGREEMENT WITH THE CITIES OF ELDRIDGE
AND LONG GROVE FOR THE CODY TRAIL ALONG Y64.

BE IT RESOLVED by the Scott County Board of Supervisors as
follows:

Section 1. That the Maintenance Agreement between Scott
County and the Cities of Eldridge and Long
Grove for the Cody Trail be approved.

Section 2. That the Chairperson be authorized to sign the
Memorandum of Agreement on behalf of the Board.

Section 3. That this resolution shall take effect
immediately.