

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM**

Date: 12/12/2022 Weekly Agenda Date: 12/20/2022

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Mark J. Nahra, County Engineer

**WORDING FOR AGENDA ITEM:**

Consider approval of a project agreement with Iowa DOT for project numbered IM-029-6(278)139--13-97 and IM-029-6(170)139--0E-97

**ACTION REQUIRED:**

- Approve Ordinance       Approve Resolution       Approve Motion   
Public Hearing       Other: Informational       Attachments

**EXECUTIVE SUMMARY:**

Iowa DOT has prepared an agreement for performing design work on a new I-29 interchange near mile point 138. A project agreement is presented for approval.

**BACKGROUND:**

The Iowa DOT is proposing to perform design, right of way acquisition, and construction engineering on a new interchange with I-29 near 235th Street south of Sioux City. The estimated total project cost will be financed by the county. Iowa DOT is providing all engineering work in designing and constructing the interchange. The county will be requesting available grants to help fund the project.

**FINANCIAL IMPACT:**

The estimated project cost for the right of way acquisition is \$2,600,000. The estimated cost of the construction of the interchange is \$25,200,000 to be funded with TIF and any grants that can be obtained by the county, including RISE, that will be sought in upcoming months.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes       No

**RECOMMENDATION:**

Recommend that the board approve the project agreement with the Iowa DOT for the above captioned project and direct the chair to sign the agreement.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the project agreement for project IM-029-6(278)139--13-97 and IM-029-6(170)139--0E-97 and direct the chair to sign said agreement.

**IOWA DEPARTMENT OF TRANSPORTATION  
Predesign Agreement  
For Primary Road Project**

County	<u>Woodbury</u>
Project No.	<u>IM-029-6(278)139--13-97 (P.E)</u> <u>IMN-029-6(170)139--0E-97 (Grading)</u>
Iowa DOT	
Agreement No.	<u>2023-P-052</u>
Staff Action No.	<u></u>

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Woodbury County, Iowa, a Local Public Agency, hereinafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Interstate 29 within Woodbury County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

**1. Project Information**

- a. The DOT will design, acquire Right-of-Way (ROW), let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Construction of a new interchange on Interstate 29 in Woodbury County near mile marker 138 with paved connections to Woodbury County Road K45, on the east side of Interstate 29 and Woodbury County Road K25/Port Neal Road on the west side of Interstate 29. See Exhibit A for location.

**2. Project Costs**

- a. The LPA will be responsible for reimbursing the DOT for the cost of ROW acquisition including any relocations as part of the ROW acquisition, utility relocations and all construction costs.
- b. The LPA will be billed for ROW acquisition once all properties are acquired.
- c. The LPA will be billed on a monthly cycle during the construction of the project.
- d. Preliminary estimates for the project in FY 2023 dollars are \$2.6 million for ROW and \$25.3 million for construction.
- e. A future Preconstruction Agreement will be negotiated between the DOT and LPA to further define project responsibilities and cost sharing.

**3. Traffic Control**

- a. Interstate 29 through-traffic will be maintained during the construction.

- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

#### **4. Right of Way and Permits**

- a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- b. In connection with this project any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road or frontage road, or any permanent utility easements which are or which will be under the jurisdiction of the LPA may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract the LPA will receive title from the contract seller and the LPA will accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding will be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in real estate needed by the DOT for the DOT.

#### **5. Construction & Maintenance**

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 7.110.

#### **6. General Provisions**

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any

July 2014

program or activity for which State funds are used.

- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. This Agreement is contingent upon the project being approved by the Iowa Transportation Commission for inclusion in the Iowa Transportation Improvement Program. The schedule for ROW and construction will be based on the fiscal year the project is placed in the Iowa Transportation Improvement Program. If the project is not approved for inclusion in the Iowa Transportation Improvement Program by the June 2025 Transportation Commission meeting, this Agreement will be considered void.
- e. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding 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, except to the extent that the original intent of the Agreement cannot be fulfilled.
- f. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- g. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

**IN WITNESS WHEREOF**, each of the parties hereto has executed Agreement No. 2023-P-052 as of the date shown opposite its signature below.

**BOARD OF SUPERVISORS OF WOODBURY COUNTY:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_.  
Chairperson

ATTEST:

By: \_\_\_\_\_  
County Auditor

**IOWA DEPARTMENT OF TRANSPORTATION:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_.  
Jessica Felix, P.E.  
District Engineer  
District 3

# Exhibit A - Project Location and Preliminary Layout

