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District 3 Office

2800 Gordon Dr., P.O. Box 987, Sioux City, IA 51102
Phone: 712-276-1451 | FAX: 712-276-2822

June 10, 2014

REF: Woodbury County
TJ-031-1(39)—2M-97
Agreement No. 2014-TJ-003

RECEIVED

JUN 12 2014

COUNTY ENGINEER
WOODBURY COUNTY IOWA
BY _____

Mark Nahra, P.E.
Woodbury County Engineer
759 E. Frontage Road
Moville, IA 51039

Dear Mark:

Attached is of copy of executed Transfer of Jurisdiction Agreement No. 2014-TJ-003 that pertains to a portion of IA31 including the south half of 1st Street (160th Street) from the west corporate limits of Correctionville, Iowa to Driftwood Street (Osceola Avenue) a length of approximately 0.23 mile, as shown on attached Exhibit A-1.

If you have any questions pertaining to this agreement, please feel free to contact me at 712-276-1451.

Sincerely,

Tony G. Lazarowicz
District Engineer

TGL:sc

Enclosure

cc: Deanne Popp, Office of Local Systems, Iowa D.O.T., Ames, IA (w/o enc.)
District File

**IOWA DEPARTMENT OF TRANSPORTATION
Agreement for
Transfer of Public Road Jurisdiction**

County	<u>Woodbury</u>
Project No.	<u>TJ-031-1(39)--2M-97</u>
Iowa DOT	
Agreement No.	<u>2014-TJ-003</u>
Commission Order No.	<u>H-2014-66</u>

This Agreement entered into by and between the Iowa Department of Transportation, hereinafter designated the "STATE", and Woodbury County, Iowa, a Local Public Agency, hereinafter designated the "LPA"; and in consideration of these premises and the mutual covenants hereinafter set forth, it is hereby agreed as follows:

WITNESSETH, that

1. In accordance with the provisions of Iowa Code Sections 313.2 and / or 306.42, the STATE and the LPA hereby agree to transfers jurisdiction of the following public road segment(s), including all structures and right-of-way, to the LPA:

The STATE shall transfer to the LPA that portion of Iowa 31 including the south half of 1st Street (160th Street) from the west corporation limits of Correctionville, Iowa to Driftwood Street (Osceola Avenue), a length of approximately 0.23 miles, as shown on Exhibit A-1 attached.

The LPA shall transfer to the STATE the west half of existing Aspen Street from 5th Street north to 11th Street, a total length of approximately 0.50 miles, as shown on Exhibit A-2 attached.

- a. The LPA and the STATE agree to accept the road segment(s) described in this Agreement into their road systems and maintain them in accordance with all applicable laws, regulations and administrative rules.
 - b. The LPA and the STATE have examined the physical condition of the public road segment(s) described in this Agreement and have agreed that:
 - i. The STATE shall transfer funds to the LPA, in the amount of \$67,253.95 which represents the estimated cost to mill 1.5 inches, patching, and placing a 3-inch thick Hot Mix Asphalt (HMA) overlay on the proposed roadway segment, as described herein.
 - c. The transfer of jurisdiction of the public road segment(s) described in this Agreement shall take place following the execution of this agreement by both the LPA and the STATE as follows:
 - i. The LPA and the STATE shall assume jurisdiction of the public road segment(s) described in this Agreement upon receipt of the initial payment from the STATE, and upon the completion and opening to traffic of relocated Iowa 31 and written notification to the LPA (by certified mail) of the time and date of the STATE's intention to transfer.
2. The LPA and the STATE have inspected the public road segment(s) described in this Agreement and agree to accept their respective road segments subject to the conditions set forth herein. In accordance with Iowa Code Section 306.42(6), neither the LPA nor the STATE shall be held liable for any claim for damage for any act or omission relating to the design, construction, or maintenance of the public road segment(s) described this Agreement that occurred prior to the effective date of the transfer.

August 2013

3. The STATE shall transfer to the LPA by quit-claim deed all its legal or equitable title or interest in the right-of-way of the public road segment(s) described in this Agreement. The LPA shall accept said deed, pursuant to Iowa Code Section 306.42.
4. The LPA shall transfer to the STATE by quit-claim deed all its legal or equitable title or interest in the right-of-way of the public road segment(s) described in this Agreement. The LPA shall accept said deed, pursuant to Iowa Code Section 306.42.
5. In accordance with Iowa Code Section 313.2, the attached notice of intent to execute this agreement has been published in the newspaper(s) designated by the LPA as the official newspaper(s) of general circulation within the county. If applicable, a hearing has been held and the Board of Supervisors has reexamined the merits of execution of this agreement as required by Iowa Code Section 313.2.
 - a. The cost to publish said notice shall be jointly borne by the LPA and the DOT.
 - b. The DOT shall be responsible for maintaining proof of publication.
6. Once the transfers of jurisdiction are complete, the LPA shall be responsible for signing the road segment to be transferred to the LPA. Procedures to modify the secondary route numbering system are outlined in Instructional Memorandum (IM) 4.01. The LPA shall also be responsible for any requests to modify the Farm to Market (FM) road system as outlined in IM 4.210 and 4.220.
7. If any section, provision, or part of this Agreement is 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.
8. This Agreement shall be executed in two counterparts, each of which shall constitute but one and the same instrument.
9. This Agreement including referenced exhibits, constitutes the entire Agreement between the LPA and the STATE concerning this transfer of jurisdiction. Representations made before the signing of this Agreement are not binding, and neither party has relied upon conflicting representations in entering into this Agreement. Any change or alteration to the terms of this Agreement must be in the form of an addendum to this Agreement. Said addendum shall become effective only upon written approval of the STATE and the LPA.

August 2013

IN WITNESS THEREOF, each of the parties hereto has executed agreement No. 2014-TJ-003 as of the date shown opposite its signature hereafter.

BOARD OF SUPERVISORS OF WOODBURY COUNTY:

By: George W. Boykin Date April 1, 2014.
Chairperson

I, PATRICK GILL, certify that I am the Auditor of the County, and that GEORGE BOYKIN, who signed said Agreement for and on behalf of the County was duly authorized to execute the same by virtue of a formal motion passed and adopted by the County on the 1st day of APRIL, 2014.

ATTEST:
By: [Signature]
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: Tony Lazarowicz Date April 3, 2014
Tony Lazarowicz
District Engineer
District 3

**NOTICE OF INTENT TO
EXECUTE AGREEMENT FOR
TRANSFER OF PUBLIC ROAD JURISDICTION**

In accordance with Iowa Code Section 313.2, notice is hereby given that the Iowa Department of Transportation and Woodbury County, Iowa, intend to enter into an agreement whereby the public road segments described as:

That portion of Iowa 31 including the south half of 1st Street (160th Street) from the west corporation limits of Correctionville, Iowa to Driftwood Street (Osceola Avenue), a length of approximately 0.23 miles,

will be transferred from the State of Iowa to Woodbury County which will accept the above public road segments into its secondary road system.

The west half of existing Aspen Street from 5th Street north to 11th Street, a total length of approximately 0.50 miles,

will be transferred from Woodbury County to the State of Iowa which will accept the above public road segments into its primary road system.

If, within ten (10) days after the publication of this notice, one hundred or more residents of Woodbury County request by petition or in writing that a hearing be held in regard to such agreement, the Board of Supervisors and the Iowa Department of transportation shall hold a hearing not more than seven days after receiving the petition or written instrument, and based upon evidence presented at such hearing shall re-examine the merits of executing such agreement and make a decision in regard to it.

In absence of such petition in writing, the Iowa Department of Transportation and the Board of Supervisors of Woodbury County, Iowa, intend forthwith to enter such agreement.

A copy of the intended agreement is on file in the Board Office and with the County Auditor at the Woodbury County Court House, Sioux City, Iowa.

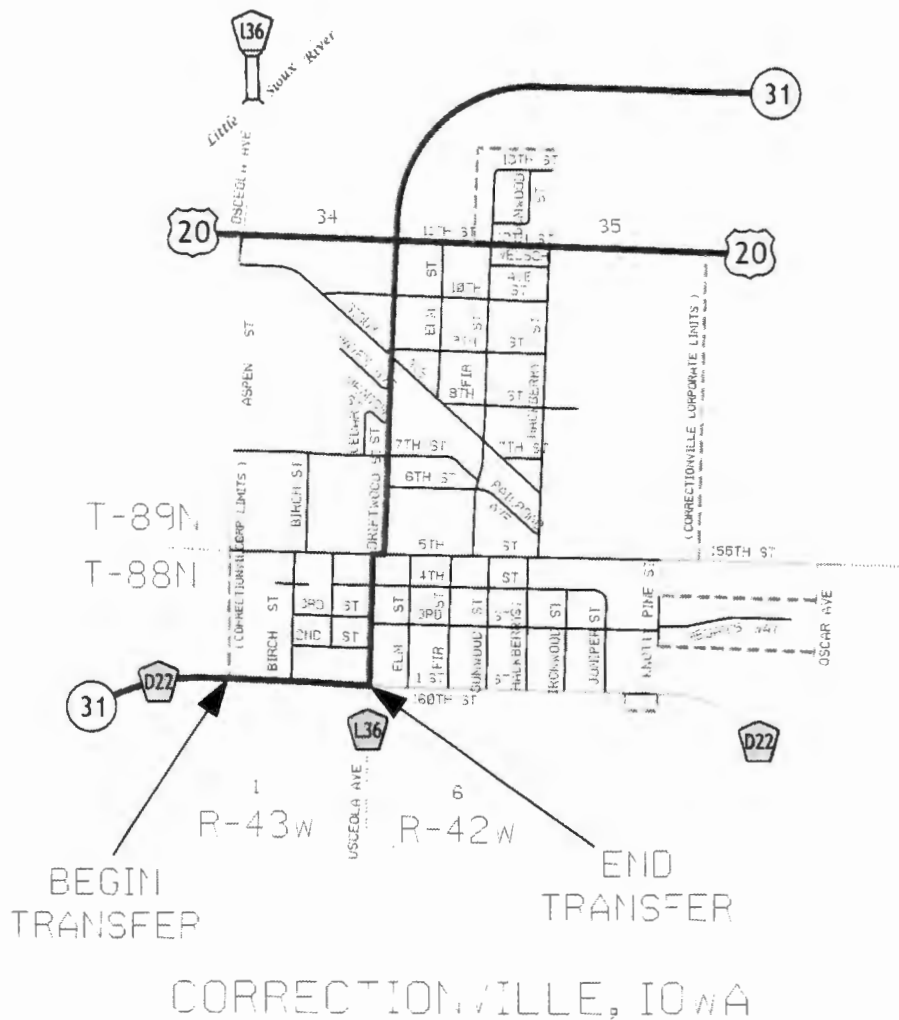


Name: Patrick Gill
Woodbury County Auditor

Transfer of Jurisdiction STATE to LPA Location

WOODBURY COUNTY

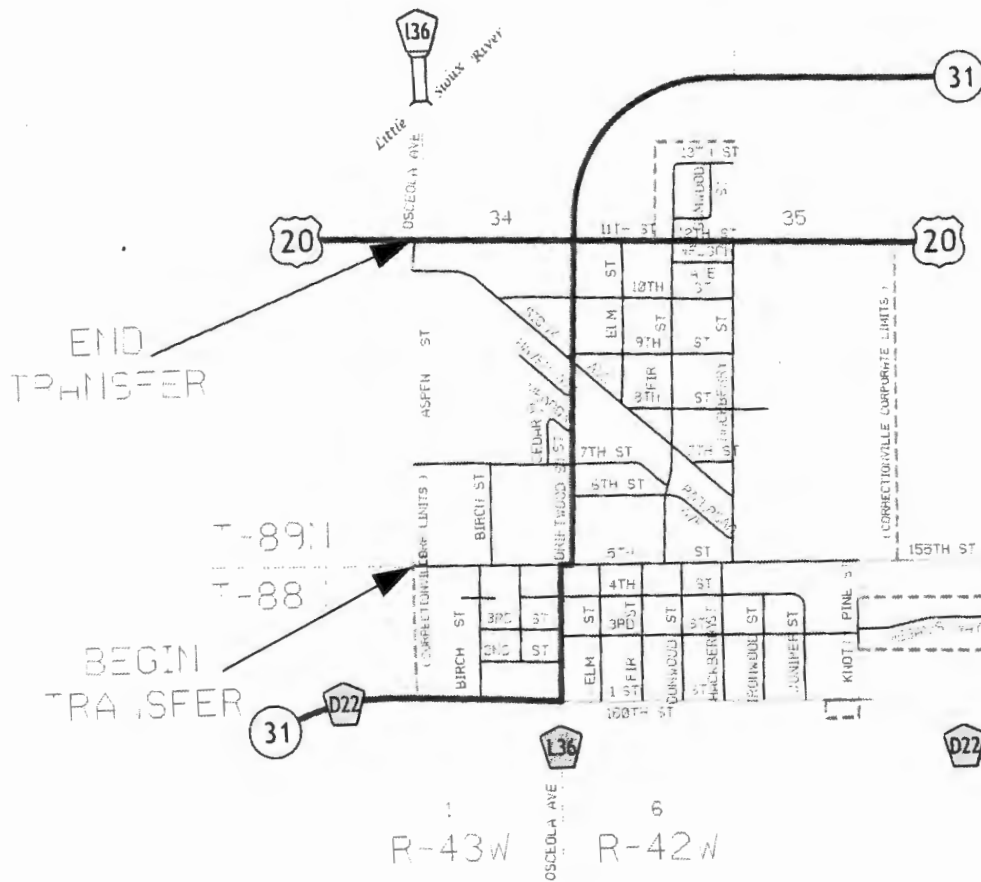
Description: That portion of existing Iowa 31 including the south half of 1st Street (160th Street) from the west corporation limits of Correctionville to Driftwood Street (Osceola Avenue), a total length of approximately 0.23 miles.



Transfer of Jurisdiction LPA to STATE Location

WOODBURY COUNTY

The west half of existing Aspen Street from 5th Street to 11th Street, a total length of approximately 0.50 miles.



CORRECTIONVILLE, IOWA