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7/21/26

Resolution No. 14069

In Support of the Joint CHBP Grant Agreement & Letter of Support for the
Competitive Highway Bridge Program (CHBP) Grant Project

Whereas, Woodbury County, Iowa bridge FHWA number: 353380, has been identified as being part of a joint Competitive Highway Bridge Program (CHBP) Grant Project, and

Whereas, Iowa bridge FHWA number 353380 have been included in a Bundle, as detailed in Exhibit B, and

Whereas, we accept the Contracting Authority for the bundle as detailed in Exhibit B, and acknowledge the roles and responsibilities of each party as detailed in Sections 3 and 4, and

Whereas, it is desired by and in the interest of Woodbury County to participate fully in the CHBP project activities as a Sub-recipient and provide all requisite information necessary to bring to completion all project phases through final completion, and

Whereas, we are in support of the Iowa DOT providing Primary Recipient roles and duties, and

Whereas, we understand and accept the Sub-recipient roles and responsibilities as defined in the "28E Cooperative Agreement for a Fiscal Year 2026 Competitive Highway Bridge Program (CHBP) Grant Project", including its referenced Exhibits, and

Whereas, each County as shown in Section 4, paragraph A shall be responsible for all matching funds and accept any costs exceeding the funds requested in the CHBP Grant application for their respective structure, and

Whereas, it is the intent of Woodbury County, upon award of CHBP funds, to enter into a Federal-aid Agreement with the Iowa Department of Transportation (DOT).

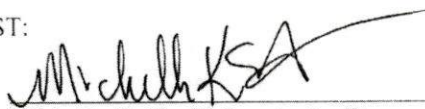
THEREFORE BE IT RESOLVED that the Board of Supervisors of Woodbury County, Iowa hereby approves and directs the Chair to sign this Letter of Support for the Competitive Highway Bridge Program (CHBP) Grant Project and the 28E Cooperative Agreement for a Fiscal Year 2026 Competitive Highway Bridge Program (CHBP) Grant Project, and to provide all pertinent correspondence and project information to:

Attn: Nicole Stinn, P.E.
Secondary Roads Engineer
Iowa DOT Local Systems Bureau
800 Lincoln Way
Ames, IA 50010

Adopted this 21st day of July, 2026.


Mark Nelson, Chair, Board of Supervisors

ATTEST:


Michelle K. Skaff, County Auditor

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7/21/26

**28E Cooperative Agreement for a
Fiscal Year 2026 Competitive Highway Bridge Program (CHBP) Grant Project**

This Agreement is entered into this 21st day of July, 2026, by and between the Iowa Department of Transportation (herein after referred to as Iowa DOT), and the counties named in Section 4, paragraph A (herein after collectively referred to as the Counties), and the cities named in Section 4, paragraph B (herein after collectively referred to as the Cities), as follows:

WHEREAS, the Iowa DOT, the Counties, and the Cities, are public agencies as defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, In accordance with Iowa Code Chapter 28E and other relevant sections of the Code of Iowa, the Iowa DOT, the Counties, and the Cities enter into this cooperative and joint Agreement to define the roles and responsibilities of the Iowa DOT, the Counties, and the Cities, to provide for the design, construction, administration, and cost sharing for one (1) Iowa DOT-owned bridge project, twenty-eight (28) county owned bridge projects, and three (3) city owned bridge projects, which will each be bundled into one of several construction contracts (hereinafter Project), detailed in Exhibit B, as part of an anticipated Fiscal Year 2026 Competitive Highway Bridge Program (CHBP) Grant Award, and

WHEREAS, The CHBP funding was made available by the Department of Transportation Appropriations Act, 2026, Pub. L., 119-75, becoming law on February 3, 2026, which provides \$350 million to be awarded by the U.S. Department of Transportation. Federal funds are available to eligible States for replacement or rehabilitation of specific bridge projects that demonstrate cost savings by bundling multiple highway bridge projects, which were included in the grant application, and

WHEREAS, the Iowa DOT, the Counties, and the Cities, desire to select potential bridge replacement candidates, to develop an application for CHBP Grant funding, and to contract Grant Application Development Consulting Services with HDR, Inc., to assemble and submit a grant application for the purpose of acquiring said CHBP Grant funding, and

WHEREAS, the Iowa DOT is willing and able to enter into a contract with HDR, Inc., and provide contract management and accounting services as agreed to herein, for and between the parties to this Agreement, and

WHEREAS, the Iowa DOT agrees to be the Lead Applicant and Primary Recipient, and all Counties and Cities herein agree to be Sub-Recipients, and

WHEREAS, the Iowa DOT, the Counties, and the Cities, have informed themselves as to this Agreement.

THEREFORE, IT IS NOW AGREED that the Iowa DOT, the Counties, and the Cities will enter into this Agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed Project, and said cooperative actions include the following:

SCOPE

I. GRANT APPLICATION WORK

1. The Iowa DOT will be the Contracting Authority for the HDR, Inc. Professional Services contract, as per the attached proposal, Professional Services Agreement and associated Exhibit A. The Iowa DOT shall be responsible for contract administration and accounting services between the Counties, Cities, and HDR, Inc.

2. The Iowa DOT shall make payments to HDR, Inc. for all grant application Professional Services rendered. The total amount paid to HDR, Inc. will then be divided evenly across the total number of bridges included in the grant application. The Iowa DOT shall invoice each of the twenty-two (22) counties and three (3) cities for their share of the Professional Services rendered. Each of the twenty-two (22) counties and three (3) cities shall reimburse the Iowa DOT for their per-bridge share times their total number of bridges included in the grant application within 30 days of receipt of invoice.

II. POST-AWARD ROLES AND RESPONSIBILITIES

1. The Iowa DOT shall serve as the Lead Applicant, primary point of contact, and Primary Recipient for the CHBP grant award. The Primary Recipient shall be an eligible applicant that submits the application and is responsible to deliver the CHBP Grant Awarded Project.
2. The Iowa DOT, as Primary Recipient, will administer the CHBP grant funding for the Counties and the Cities, as sub-recipients, and provide Federal-aid oversight in the same manner as it does for other Federal formula funds that are administered through the Iowa DOT to the Counties and the Cities. Primary and sub-recipients shall be responsible for financial accounting for their jurisdictional portion of the Project.
3. One lead agency, the Contracting Authority, will be identified for each of the construction contract bundles, per Exhibit B. The Contracting Authority may be a County Bridge Owner, a City Bridge Owner, or the Iowa DOT, and shall be responsible for contract and project administration including:
 - Execution of the construction contract
 - Signature as Contracting Authority on construction phase change orders
 - Provide all pertinent correspondence, documentation, and relevant project information necessary to fulfill the reporting requirements to the Primary Recipient (Iowa DOT)
 - Upon successful completion of the contract, the Contracting Authority's Engineer will be responsible for signing final acceptance documents for the contract.
4. Each County Bridge Owner or City Bridge Owner shall be a sub-recipient to Iowa DOT and is responsible for the project development and administration items listed below, and shall provide all pertinent information, as per the resolutions attached hereto and as such becomes part of this Agreement, to the Iowa DOT for CHBP project coordination and reporting requirements for the bridges identified in Exhibit B.
 - Project planning, development, construction administration and inspection, and completion of final paperwork for their respective project(s) in accordance with Iowa DOT policy, Iowa DOT Specifications, Iowa DOT Materials Instructional Memorandums (I.M.s), and with Iowa DOT I.M.s for Local Public Agencies, which include processes and design requirements that meet Federal-aid standards and are approved by the Federal Highway Administration (FHWA)
 - Coordination with other public agencies within the contract bundle for letting and contract close-out
 - Process contractor's progress and final payments for each Bridge Owner's respective bridge(s)
 - Construction engineer signature on change orders. In the event the construction engineer is a consultant, the Bridge Owner shall also sign change orders as the Person in Responsible Charge (PIRC).
 - Pay its proportionate share of the Local Matching Costs as set forth in the FINANCING paragraph of this Agreement.
 - Perform or complete all other duties and documentation required to administer their project

A. The Counties

- Adams County
- Allamakee County
- Cass County
- Chickasaw County
- Clayton County
- Dallas County
- Hancock County
- Henry County
- Howard County
- Jackson County
- Keokuk County

- Kossuth County
- Louisa County
- Madison County
- Mitchell County
- Montgomery County
- Pocahontas County
- Sac County
- Story County
- Warren County
- Washington County
- Woodbury County

B. The Cities

- City of Guttenberg
- City of Iowa City
- City of Panora

5. The projects in Exhibit B shall be bundled within construction contracts via the Iowa DOT's Contracts and Specifications Bureau's letting process. The Iowa DOT will let the construction contracts. The Project shall be obligated by September 30, 2029. The Project shall be paid in full by September 30, 2034, or the amount not paid will be de-obligated.
6. After the bid letting, all non-Contracting Authority agencies agree to discuss the bids and take action to either recommend awarding the contract to the lowest, responsive bidder or reject all bids within 30 days of the letting date. The Contracting Authority agrees to discuss the bids and take action to either award the contract to the lowest, responsive bidder, or reject all bids within 30 days of the letting date. The Contracting Authority shall then follow the Iowa DOT process to accept the low bid or reject all bids.

FINANCING – Each County Bridge Owner, City Bridge Owner, and the Iowa DOT shall pay for their respective project costs, including overages beyond the initial budget presented in the application. Payment to the Prime Contractor shall be made either directly by each agency, from the Iowa DOT Primary Road Fund (PRF), or from each County Bridge Owner's Farm to Market (FM) account, and the CHBP funds shall be reimbursed to said agency, PRF, or FM account, as per the Iowa DOT payment and reimbursement methodologies. All costs not reimbursed with CHBP funds, County HBP funds, the County Bridge Construction Fund, City HBP Funds, STBG Funds, or Farm to Market funds shall be paid for by each respective County Bridge Owner, City Bridge Owner, or the Iowa DOT. Any cost incurred by a county, city, or Iowa DOT outside of the period of performance, as defined in the Fiscal Year 2026 CHBP grant agreement, is non-reimbursable and shall be the responsibility of the respective county, city, or Iowa DOT.

TERMINATION – This Agreement will be terminated upon final acceptance of the work by all County Bridge Owners, City Bridge Owners, and the Iowa DOT and settlement of the financial conditions set forth in the FINANCING paragraph of this Agreement, including final project acceptance and closeout in the Federal Management Information Systems (FMIS), and final acceptance of CHBP Grant award requirements and final reporting. If any of the Counties, the Cities, or the Iowa DOT wish to terminate their responsibilities under this Agreement, an amendment to this Agreement must be executed by all parties specifying the conditions of such termination.

SERVABILITY- If any part of this Agreement is found to be void and unenforceable then the remaining provisions of this Agreement shall remain in effect.

NON-DISCRIMINATION- In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the LPAs shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, national origin, religion, pregnancy, or disability.

CHAPTER 28E PROVISIONS - There will be no new or separate legal or administrative entity created by this Agreement. The primary recipient shall be responsible for the filing of this Agreement with the Iowa Secretary of State as required by law following its execution.

PROPERTY - No property will be jointly held as part of this Agreement.

LIABILITY - Nothing in this Agreement shall be construed to create joint or several liability of a party hereto for the acts omissions or obligations of the other parties. Each party shall be liable only for its own acts and the parties shall have such rights of indemnity and contribution among themselves with respect to this Agreement and the undertakings hereunder as shall be permitted by law and consistent with the provisions of this Agreement.

OBLIGATIONS - The Counties, the Cities, and Iowa DOT's obligations hereunder will cease immediately, without penalty of further payment being required, in any year for which the General Assembly of either state, or the U.S. Congress, fails to make an appropriation or re-appropriation to pay such obligations. The Counties, the Cities, and Iowa DOT will provide the other parties to this Agreement notice of such termination of funding as soon as practical after it becomes aware of the failure of funding. In the event such notice is provided, the other parties to this Agreement may terminate the Agreement or any part thereof.

EXECUTION - This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that the Agreement may be executed by electronic, digital, pdf, or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required. Execution of this Agreement constitutes approval pursuant to Iowa Code section 28E.10 as to all matters within the Iowa DOT's and the Counties' and Cities' jurisdiction with regard to any services (or facilities) over which each agency has constitutional or statutory powers of control.

AMENDMENTS - This Agreement may only be amended in writing, after the amendment has been signed by all parties. An amendment shall become effective immediately upon filing with the Iowa Secretary of State pursuant to Iowa Code section 28E.8.

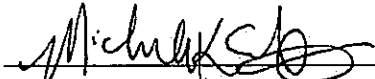
INDEMNIFICATION - As permitted by law, the Counties, the Cities, and Iowa DOT shall indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons to the extent caused by the respective acts or omissions by the Counties, the Cities, or the officers, agents, or employees of either, in the course of any work done in connection with any of the matters set forth in this Agreement.

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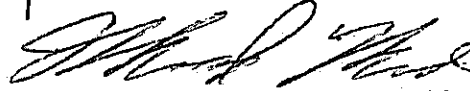
IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

County Signature Block

This Agreement was approved by official action of the Woodbury County Board of Supervisors in official session on the 21st day of July, 2026.



Michelle K. Skaff, County Auditor



Mark Nelson, Chair, Board of Supervisors

July 21, 2026

The Honorable Sean Duffy
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: Iowa Department of Transportation 2026 CHBP Grant Proposal

Dear Secretary Duffy,

The Woodbury County Board of Supervisors is in support of the Competitive Highway Bridge Program (CHBP) grant application submitted by the Iowa Department of Transportation (Iowa DOT) for a grouping of bundled bridge projects, specifically the FHWA 353380 bridge in Woodbury County. This project would replace the existing narrow bridge, which is currently in poor condition. The new bridge would be a modern, safe crossing that would improve the safety, efficiency, connectivity, and reliability of vital public routes in rural Iowa. The bridge is located just east of one of our great communities, Anthon. To keep our agricultural and commercial industries thriving, access is required to those communities on this Farm-to-Market route.

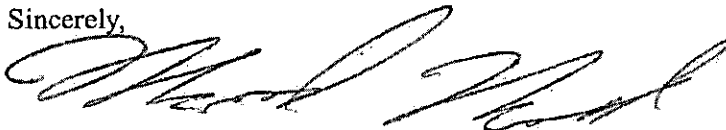
The CHBP application will have a direct positive impact on rural Iowans by:

- Preserving rural connectivity, providing benefits for families and communities
- Improving safety and reducing maintenance costs
- Strengthening supply chains
- Eliminating detours

The partners involved in this application are committed to modernizing Iowa's transportation network through strategic investments in critical bridge infrastructure that strengthen the nation's supply chain. While these bridges serve local communities every day, they also play an important role in supporting regional freight movement and the national economy.

On behalf of those we represent, we strongly support the Iowa DOT CHBP application. The Project has broad local and regional support, maximizing the reduction in the number of poor bridges across the state. We urge your favorable consideration of this application.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Nelson", written in a cursive style.

Mark Nelson, Chairman
Woodbury County Board of Supervisors