

**RESOLUTION 2022-101**

**RESOLUTION APPROVING AN AMENDED UTILITY RELOCATION AGREEMENT  
WITH THE IOWA DEPARTMENT OF TRANSPORTATION.**

WHEREAS, as part of the Interstate 80 widening (the "Project") to be performed by the Iowa Department of Transportation ("DOT") the City of West Branch needed to move a water line to a different location to facilitate construction of the Project; and

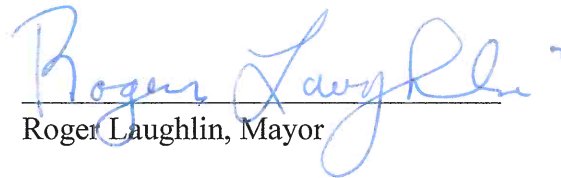
WHEREAS, the City and DOT previously entered into an agreement regarding the Project in April, 2019; and

WHEREAS, the City requested changes to the agreement in order for the DOT to reimburse the City for said relocation work; and


WHEREAS, it is now necessary for the City Council to approve said amended agreement.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the City Council of the City of West Branch that the aforementioned amended Agreement is hereby approved. Further, the Mayor is hereby directed to execute the agreement on behalf of the City.

Passed and approved this 7th day of November, 2022.

  
\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

  
\_\_\_\_\_  
Leslie Brick, City Clerk

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

County	Cedar
City	West Branch
Project No.	IM-NHS-080-7(114)251—03-52 IM-NHS-080-7(154)251—03-52 IM-NHS-080-7(130)255—03-16 IM-NHS-080-7(155)255--03-16 IM-NHS-080-7(165)255—03-16
Iowa DOT Agreement No.	2022-6-135
Staff Action No.	

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of West Branch, Iowa, a Local Public Agency, hereafter 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 80 within Cedar County, Iowa; and

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

The LPA and the DOT previously entered into the following agreement(s) for the above referenced project: Utility Relocation Reimbursement Agreement No. U-2019-21139 for preliminary engineering, construction engineering, and construction was executed by the DOT and LPA on May 3<sup>rd</sup>, 2019, and April 25<sup>th</sup>, 2019, respectively; and Addendum No. U-2020-21139A for additional utility relocations necessary for construction of the highway improvement project(s), and was executed by the DOT and LPA on February 11<sup>th</sup>, 2022, and February 8<sup>th</sup>, 2022, respectively.

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, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

The construction of a single barrel Reinforced Concrete Box (RCB) culvert for the Hoover Trail crossing under Interstate 80 at the abandoned railroad 0.5 miles east of County Road X30. See Exhibit A for location.

**2. Project Costs**

- a. The DOT will bear all costs related to this project.

**3. Traffic Control**

- a. Interstate 80 through-traffic will be maintained during the construction.

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

- a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. LPA owned utilities located upon existing right of way and covered under the previously executed Utility Reimbursement Agreement and Addendum listed above will be adjusted at the expense of the DOT in accordance with the previously executed utility reimbursement agreement and addendum referenced above.
- e. With the exception of service connections no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of 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 761 Iowa Administrative Code Chapter 150.

#### **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 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.

July 2014

- d. 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.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. 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. 2022-6-135 as of the date shown opposite its signature below.

**CITY OF WEST BRANCH:**

By: Roger Laughlin Date 11-7-22, 2022.  
Title: Mayor

I, Leslie Brick, certify that I am the Clerk of the City, and that  
Roger Laughlin, who signed said Agreement for and on behalf of  
the City was duly authorized to execute the same on the 7<sup>th</sup> day of November, 2022.

Signed: Leslie Brick  
City Clerk of West Branch, Iowa

**IOWA DEPARTMENT OF TRANSPORTATION:**

By: James R. Schnobelen Date November 15, 2022.  
James R. Schnobelen, P.E.  
District Engineer  
District 6

# Exhibit A: Project Location

## Project Location

