

CITY OF WOODWARD

RESOLUTION NO. 2023-17

A RESOLUTION APPROVING THE IOWA DEPARTMENT OF
TRANSPORTATION PRECONSTRUCTION AGREEMENT
FOR PRIMARY ROAD PROJECT

WHEREAS, the Iowa Department of Transportation (IDOT) is planning to make improvements to Iowa Highway 210 within Dallas County which passes through the City of Woodward; and

WHEREAS, the City of Woodward would like to have resurfacing done from 3rd Street to Railroad Street within the City of Woodward as part of the project; and


WHEREAS, the IDOT agrees to work with the City and the costs to the City are estimated at \$54,378.03 which could be reimbursed to the IDOT in three equal yearly installments of approximately \$18,126.01 for each payment, and

WHEREAS, the City of Woodward and IDOT wish to put this agreement in writing and propose this Preconstruction Agreement.

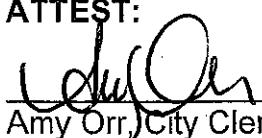
NOW, THEREFORE, the Woodward City Council does hereby approve the IDOT Preconstruction Agreement for Primary Road Project on Iowa Highway 210 through the City at an approximate cost of \$54,378.03 which would be reimbursed to the IDOT over a three year period with payments of approximately \$18,126.01 each year and authorize the Mayor to execute the Agreement on behalf of the City of Woodward.

Moved by: Kirts Seconded by: Godwin
Ayes: Gough, Kirts, Stone, Godwin
Nays: _____

PASSED AND APPROVED this 8th day of May, 2023.



Todd Folkerts, Mayor

ATTEST:


Amy Orr, City Clerk

January 2023

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

County	<u>Dallas</u>
City	<u>Woodward</u>
Project No.	<u>STP-210-1(001)--2C-25</u>
Iowa DOT	
Agreement No.	<u>2023-6-100</u>
Staff Action No.	<u></u>

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

The DOT proposes to establish or make improvements to Iowa 210 within Dallas County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereafter 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 shall design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Hot Mix Asphalt (HMA) resurfacing on Iowa 210 from Iowa 141 to 0.2 miles north of North 3rd Street in Woodward. See Exhibit A.

b. As part of the project, the LPA has requested HMA resurfacing on Iowa 141 from 3rd Street to Railroad Street within the city all which shall be at no cost to the DOT. (See Exhibit A for location and Exhibit B for costs).

2. Project Costs

a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$54,378.03, as shown in Exhibit B. LPA reimbursement shall be made in three (3) equal yearly installments of approximately \$18,126.01, each. The first installment shall be due upon completion of construction and billing by the DOT. The final two installments shall be billed to the LPA one and two years subsequent to the date of the first billing respectively. The actual amount of reimbursement shall be determined by the quantities in place and the accepted bid at the contract letting.

b. The DOT shall bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

a. Iowa 210 through-traffic shall be maintained during the construction.

b. It shall be necessary to temporarily close LPA side roads: 130th Street, 8th Street, 7th Street, 6th Street;

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5th Street; 4th Street; 3rd Street; 2nd Street; 1st Street; Railroad Street; Scale Road; North 1st Street; North 2nd Street; and North 3rd Street during construction. The DOT shall 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 shall 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 shall be the responsibility of the LPA all at no expense or obligation to the DOT.

- c. Since this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) shall 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. Subject to the provisions hereof, the LPA, in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2), shall remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA shall 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 shall 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. 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 shall be permitted or undertaken by the LPA without the prior written approval of the DOT. All work shall 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 shall be undertaken or permitted without the prior written approval and consent of the DOT.
- b. Future maintenance of the primary highway within the project area shall be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.
- c. General Parking Requirements:
 - i. On primary highways at signalized intersections, parking shall be prohibited a distance of 20 feet in advance of the near sidewalk or traffic-control signal and a distance of 20 feet beyond the far sidewalk. At non-signalized intersections, parking shall be prohibited 55 feet in advance of the near sidewalk and 22 feet beyond the far sidewalk.

- ii. On minor side streets controlled with stop signs, with two through lanes and two parking lanes (parallel or diagonal), parking shall be prohibited a distance of 35 feet in advance of the near sidewalk or stop sign and a distance of 35 feet beyond the far sidewalk. On minor side streets controlled with stop signs, with four through lanes and two parallel or diagonal parking lanes, parking shall be prohibited a distance of 35 feet in advance of the near sidewalk or stop sign and a distance of 20 feet beyond the far sidewalk.
- iii. On minor side streets with traffic control signals, with two through lanes and two parallel parking lanes, parking shall be prohibited a distance of 20 feet in advance of the near sidewalk or traffic signal and a distance of 35 feet beyond the far sidewalk. On minor side streets with four through lanes and parallel or diagonal parking lanes, parking shall be prohibited a distance of 20 feet in advance of the near sidewalk or traffic signal and a distance of 20 feet beyond the far sidewalk.
- iv. If not already covered by an existing ordinance, the parking restrictions listed above shall be outlined in a new ordinance which shall be enacted by the LPA. The new ordinance would go into effect no later than such time as the project is completed and opened to through traffic. Parking shall be prohibited along Iowa 210, within the project limits.


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 provide notice of the modification, amendment or revision to the DOT within 14 calendar days of the LPA's receipt of a subsequent FIS or modification. 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 provide notice of the FIS to the DOT within 14 calendar days. The LPA agrees to defend, indemnify and hold the DOT harmless from any and all claims, costs, and damages arising from or related to the LPA's failure to timely provide an FIS or and FIS modification to the DOT in accordance with this provision.
- b. The LPA shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Title VI of the Civil Rights Act of 1964 and Iowa Code Chapter 216. No person shall, 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.
- 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, 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 shall remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed amendment to this document.

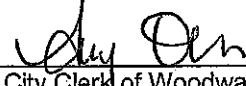
January 2023

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2023-6-100 as of the date shown opposite its signature below.

CITY OF WOODWARD:

By:  Date May 8, 2023
Title: Mayor

I, Amy Orr, certify that I am the Clerk of the City, and that
Todd Folkerts, who signed said Agreement for and on behalf of
the City was duly authorized to execute the same on the 8 day of May, 2023.

Signed: 
City Clerk of Woodward, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____
Tony J. Gustafson, P.E.
District Engineer
District 1