August 2013

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for
Transfer of Public Road Jurisdiction

County	Pottawattamie
City	Council Bluffs
Project No.	TJ-006-1(128)--2M-78
Iowa DOT Agreement No.	2023-TJ-001
Commission Order No.	

This Agreement entered into by and between the Iowa Department of Transportation, hereinafter designated the "STATE", and the city of Council Bluffs, 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 hereby agrees to transfer jurisdiction of the following public road segment(s), including all structures and right-of-way, to the LPA:

   That portion of Iowa 906 a length of approximately 4 miles, as shown on Exhibit A attached.

   a. The LPA agrees to accept the road segment(s) described in this Agreement into its road system and maintain them in accordance with all applicable laws, regulations and administrative rules.

   b. This transfer includes the following bridges, FHWA NUMBERS: 43150, 43160, 43170, 43140, 604335.

   c. When this transfer becomes effective, the LPA shall be responsible for inspecting the bridge(s) in accordance with the National Bridge Inspection Standards (NBIS) and also for the continued maintenance, rehabilitation and eventual replacement of the bridge.

   d. 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 road segment shall be transferred in its present condition.

      ii. Payment to the LPA, in the amount of $17,000,000, shall be made from the STATE's Primary Road Fund. The STATE shall reimburse the LPA in a maximum of three annual installments. The first installment shall be $7,000,000, and the subsequent two installments shall be $5,000,000, each. The first installment will be submitted by the STATE to the LPA no later than 120 days subsequent to the execution of this Agreement by all parties hereto, including Commission Order action. The final installment(s) will be paid, by the STATE, one and/or two years subsequent to the date of the first payment respectively.

   e. 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 shall assume jurisdiction of the public road segment(s) described in this Agreement upon receipt of the final payment from the STATE, and upon written notification to the LPA (by certified mail) of the time and date of the STATE's intention to transfer.

2. The LPA has inspected the public road segment(s) described in this Agreement and agrees to accept said road 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.

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, except as noted in Section 4 following, of the public road segment(s) described in this Agreement. The LPA shall accept said deed, pursuant to Iowa Code Section 306.42.

4. If the STATE has acquired access rights by warranty deed for the public road segment(s) described in this Agreement, the LPA shall not, within 150 feet of the edge of any at-grade intersecting primary highway, either alter those rights or allow any new access.

5. Once the transfer of jurisdiction is complete, the LPA shall be responsible for signing the road segment. Procedures to modify the secondary route numbering system are outlined in Instructional Memorandum (I.M.) 2.160. The LPA shall also be responsible for any requests to modify the Farm to Market (FM) road system as outlined in I.M. 2.170 and 2.180.

6. 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.

7. 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.

IN WITNESS THEREOF, each of the parties hereto has executed agreement No. 2023-TJ-001 as of the date shown opposite its signature hereafter.

CITY OF COUNCIL BLUFFS:

By: _____ Date_____, 20___.
Title: Mayor

I,_____, certify that I am the Clerk of the City, and that

_____, who signed said Agreement for and on behalf of the City

was duly authorized to execute the same by virtue of a formal motion passed and adopted by the CITY

on the _____ day of _____, 20____.

Signed: _____
City Clerk of Council Bluffs, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By:_____ Date_____, 20___.
Scott Schram, P.E., PhD
District Engineer
District 4

January 24th, 2022

EXHIBIT A

Transfer of Jurisdiction
Location

Council Bluffs, Iowa
That portion of Iowa 906 (Kanesville) between 6th Street, a length approximately 3.99 miles.



