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District 6 Office | Highway Division

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December 16, 2014

REF: NHSN-030-7(101)—2R-57(ROW)

NHS-030-7(76)—19-57 (PE)

Linn County/Cedar County

City of Mount Vernon

Agreement 2015-1-122

Attn: James Moore, Mayor
City of Mount Vernon
213 First Street NW
Mount Vernon, Iowa 52314

SUBJECT: Agreement 2015-1-122 FINAL (ROW for Mount Vernon/Lisbon Bypass
in Linn and Cedar Counties).

Dear Mayor Moore:

Attached are two (2) copies of an agreement between the City of Mount Vernon and the Iowa Department of Transportation for the above referenced project. The project involves ROW for Mount Vernon/Lisbon Bypass from west of Wilcox Road in Linn County east to Charles Avenue in Cedar County.

Please secure the necessary approvals and signatures of the appropriate City officials and return both signed copies of the agreement to this office for further processing. An original of the fully executed agreement will be forwarded to the city of Mount Vernon after final signature by our department.

If you have any questions concerning this agreement, please contact me at the above listed phone number.

Sincerely,

A handwritten signature in cursive script that reads 'James R. Schnoebelen'.

James. R. Schnoebelen, P. E.
District 6 Engineer

JRS/sjb

Enclosures (2) Agreement 2015-1-122

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**IOWA DEPARTMENT OF TRANSPORTATION
Right of Way Agreement
For Primary Road Project**

County	<u>Linn/Cedar</u>
City	<u>Mount Vernon</u>
Project No.	<u>NHSN-030-7(101)-2R-57 (ROW) NHS-030-7(76)-19-57 (PE)</u>
Iowa DOT	
Agreement No.	<u>2015-1-122</u>
Staff Action No.	<u>N/A</u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Mount Vernon, 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 U.S. 30 within Linn County and Cedar County, Iowa; and

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

Mount Vernon/Lisbon bypass from west of Wilcox Road in Linn County east to Charles Avenue in Cedar County.

2. 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 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.

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- 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 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.
- e. The LPA shall be responsible for providing, without cost to the DOT, any right of way for the project which involves dedicated streets or alleys, and any other LPA-owned lands which are required for the project, subject to the condition that the DOT shall reimburse the LPA for the value of LPA-owned improvements situated on such other LPA-owned lands. The LPA has appraised itself of the value of these lands, and as a portion of their participation in the project, voluntarily agrees to make such lands available without further compensation. The DOT shall be responsible for acquisition of all other right of way.
- f. In connection with this project any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road or frontage road, or any permanent utility easements which are or which will be under the jurisdiction of the LPA may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract the LPA will receive title from the contract seller and the LPA will accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding will be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in real estate needed by the DOT for the DOT.
- g. Access rights may be acquired by the DOT along all public road intersections within the project limits. Access rights, if acquired, will be in the name of the State of Iowa. The acquisition of access rights will be in accordance with 761 Iowa Administrative Code Chapter 112 and the DOT Access Management Policy. If access rights are required, the LPA shall not permit any third party to use the controlled portion of the side road without the prior written consent from the DOT. If the LPA feels that it is in the best interest of the parties involved to modify the access rights in any way, they may petition the DOT District 6 Engineer to do so.

3. 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.

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- 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.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2015-1-122 as of the date shown opposite its signature below.

CITY OF MOUNT VERNON:

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 on the ____ day of _____, 20__.

Signed: _____
City Clerk of Mount Vernon, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.

James R. Schnoebelen
District Engineer
District 6