



## Public Works

City Transit  
263-8152

## MEMORANDUM

Equipment Maintenance  
Roadway Maintenance  
Collection & Drainage  
Building & Grounds  
Engineering

To: Gregg Mandsager, City Administrator  
CC: Fran Donelson, Secretary  
FROM: Randy Hill, Public Works Director  
DATE: February 3, 2014  
RE: Transfer of Jurisdiction Agreement 2014

## INTRODUCTION:

In September 2013 representatives from the Iowa Department of Transportation and the City of Muscatine met to discuss the future of Iowa 92.

## BACKGROUND:

Attention was focused on the deteriorating condition of Mississippi Drive, particularly from Mulberry Ave. to Pine Street. DOT representatives inquired as to the City's interest in taking ownership of Iowa 92 from US 61 northeasterly to the intersection of Iowa 92/38 – a length of approximately 4.12 miles. Compensation was offered. City and DOT staff toured the area in October 2013 and addressed areas of concern along the route. On Monday, November 25, 2013 Steve Boka and I traveled to DOT's District office in Fairfield, Iowa to negotiate the Transfer of Jurisdiction. The Muscatine City Council was updated on this jurisdictional transfer at the December 4, 2013 council meeting.

## RECOMMENDATION/RATIONALE:

The Iowa Department of Transportation has agreed to transfer Iowa 92 from US 61 to the intersection of Iowa 92/38 (Mississippi River Bridge) to the City of Muscatine and compensate the City \$13,000,000. With a transfer of ownership the City will be responsible for all future maintenance of the roadway. The City's Attorney has reviewed the agreement and recommends acceptance. DOT personnel explained that the IDOT Commission will be asked to ratify the agreement at their June 2014 meeting. Once that has been approved a voucher for the lump sum payment of \$13 million will be issued to the City of Muscatine.

It is the recommendation of City staff to approve the 2014-TJ-005 Agreement with the

Department of Transportation.

**BACKUP INFORMATION:**

1. Iowa DOT Agreement for Transfer of Public Road Jurisdiction
- 2.
- 3.
- 4.

August 2013

**IOWA DEPARTMENT OF TRANSPORTATION**  
**Agreement for**  
**Transfer of Public Road Jurisdiction**

County	<u>Muscatine</u>
City	<u>Muscatine</u>
Project No.	<u>TJ-092-9(146)-2M-70</u>
Iowa DOT	
Agreement No.	<u>2014-TJ-005</u>
Commission Order No.	

This Agreement entered into by and between the Iowa Department of Transportation, hereinafter designated the "STATE", and the city of Muscatine, 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 existing Iowa 92 from U.S. 61 northeasterly to the intersection of Iowa 92/38 with a length of approximately 4.12 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 bridge(s): FHWA No. 37950. 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(s).
- c. 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(s) shall be transferred in its(their) present condition.
  - ii. The STATE shall transfer funds to the LPA, in the amount of \$13,000,000 no sooner than July 1, 2014, which represents the estimated cost to perform improvements on the proposed roadway segment as described herein, including but not limited to milling and resurfacing, patching, reconstruction, ADA curb ramps.
- d. 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 initial 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.
  - ii. Upon such notice, all previously executed maintenance agreements for this segment of roadway shall become null and void.

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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 in 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 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 (IM) 4.01. The LPA shall also be responsible for any requests to modify the Farm to Market (FM) road system as outlined in IM 4.210 and 4.220.
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. Upon execution by both parties, all previously executed maintenance agreements for this segment of roadway shall become null and void.
8. This Agreement shall be executed in two counterparts, each of which shall constitute but one and the same instrument.
9. 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.

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**IN WITNESS THEREOF**, each of the parties hereto has executed agreement No. 2014-TJ-005 as of the date shown opposite its signature hereafter.

**CITY OF MUSCATINE:**

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 Muscatine, Iowa

**IOWA DEPARTMENT OF TRANSPORTATION:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
Jim Armstrong  
District Engineer  
District 5

## Transfer of Jurisdiction Location

## MUSCATINE COUNTY

Description: That portion of existing Iowa 92 from U.S. 61 northeasterly to the intersection of Iowa 92/38 with a length of approximately 4.12 miles.

