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Public Works

City Transit
263-8152

MEMORANDUM

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

To: Mayor and City Council Members

CC: Gregg Mandsager, City Administrator

FROM: Brian Stineman, Director of Public Works

DATE: June 13, 2019

RE: DOT Supplemental Agreement for Maintenance of Primary Roads

INTRODUCTION:

Annually the City of Muscatine and the Iowa Department of Transportation enter into a Supplemental Agreement for Maintenance of Primary Roads in Municipalities.

BACKGROUND:

The annual agreement requires approval and signature by the city each year.

RECOMMENDATION/RATIONALE:

Staff recommends to approve and sign the Supplemental Agreement for Maintenance of Primary Roads in Municipalities from the Iowa Department of Transportation.

BACKUP INFORMATION:

Supplemental Agreement 2019

 **Iowa Department of Transportation**
SUPPLEMENTAL AGREEMENT
For Maintenance of Primary Roads in Municipalities

This Supplemental Agreement made and entered into by and between the Municipality of Muscatine,
Muscatine County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of
Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

- I. This Agreement supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered into by the parties on July 1, 2016, and in effect from July 1, 2016, to June 30, 2021.
- II. The Municipality agrees to perform and accept all responsibility for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the basic Agreement, with respect to the primary roads within the corporate limits of the Municipality specifically described in this section.

In consideration thereof, the Department agrees to pay the Municipality at the rate of \$2287.00 / lane mile for acceptable work at the end of the fiscal year ending on June 30th:

Route	From	To	Lane Miles	Total Cost
IA 38	Jct. IA 92 & 38	Washington St.	0.72 (4 lane)	\$ 6586.56
IA 22	Washington St.	Colorado St.	0.56 (4 lane)	\$ 5122.88
IA 22	Park Ave.	East City Limits	0.53 (4 lane)	\$ 4848.44
TOTALS:			7.24	\$16,557.88

Pavement maintenance does not include full depth patching and bituminous resurfacing. I.C.1 does not include traffic services and painting and structural repair to bridges.

- III. The Municipality further agrees to perform additional maintenance for the Department on primary roads as specifically described below:

In consideration thereof, the Department agrees to pay the Municipality the following amounts after the work has been completed: 16,557.88

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2019 to June 30, 2020 unless re-negotiated or terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed on the dates indicated below.

City of Muscatine
MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____
Date _____

BY _____
District Engineer
Date _____

**ADDENDUM
TO IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT 19-TAP-123
FOR A FEDERAL-AID PROGRAM PROJECT**

Subrecipient: City of Muscatine

Subrecipient DUNS Number: 080292048

Project Number(s): TAP-U-5330(630)—8I-70

Iowa DOT Addendum Number: 19-TAP-123-A

This is an addendum to the agreement between the **City of Muscatine** (hereinafter referred to as the Subrecipient) and the **Iowa Department of Transportation**, the federal pass-through entity (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44, provide for the Subrecipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects in Iowa with federal funds.

Whereas the Subrecipient and the Department previously entered into Agreement No. 19-TAP-123 for the above referenced project.

Subsequent to the execution of Agreement No. 19-TAP-123, it was determined that additional program funds be obligated for the above referenced project. Previously executed Agreement 19-TAP-123 shall remain in effect except as amended herein.

Now, therefore, it is agreed as follows:

1. The Subrecipient has received federal funding through the Transportation Improvements (TI) program, which was established under Section 1934 of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, which are hereinafter referred to as TI funds. The Catalog of Federal Domestic Assistance (CFDA) number and title for this funding is 20.205 Highway Planning and Construction.
2. SAFETEA-LU set a total upper limit of \$72,926.16 in TI funds for this project (Demo I.D. IA 202 TI 132). This amount will be limited to the available obligation authority provided by the Federal Highway Administration (FHWA). The portion of the project costs reimbursed with TI funds shall be limited to a maximum of either 80% of eligible costs (other than those costs reimbursed with other federal funds) or the total amount allocated, whichever is less.
3. This addendum is not assignable without the prior written consent of the Department.
4. If any part of this addendum is found to be void and unenforceable, the remaining provisions of this addendum shall remain in effect.

5. It is the intent of both parties that no third-party beneficiaries be created by this addendum.
6. This addendum shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same addendum.
7. This addendum, as well as the unaffected provisions of previously executed Agreement No. 19-TAP-123 referenced herein, constitute the entire agreement between the Department and the Subrecipient concerning this project. Representations made before the signing of this addendum are not binding, and neither party has relied upon conflicting representations in entering into this addendum. Any change or alteration to the terms of this addendum shall be made in the form of a subsequent addendum. The addendum shall become effective only upon written approval of the Department and the Subrecipient.

September 2018

IN WITNESS WHEREOF, each of the parties hereto has executed Addendum No. 19-TAP-123-A as of the date shown opposite its signature below.

SUBRECIPIENT: City of Muscatine

By: _____ Date _____, _____

Title: Mayor

CERTIFICATION:

I, _____, certify that I am the Clerk of the city, and that
(Name of City Clerk)

_____, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed
and adopted by the city, on the _____ day of _____.

Signed: _____

City Clerk of Muscatine, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION
Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010
Tel. 515-239-1664

By: _____ Date _____, _____

Craig Markley
Director
Systems Planning Bureau