

Page 1 of 7

April 8, 1969

I.S.H.C. Resolution

RESOLUTION NO. 8-69

County Polk

No. 68-126

Project No. UN-401-1(I)-41-

77

JOINT PUBLIC IMPROVEMENT AGREEMENT

WHEREAS, pursuant to authority of Chapter 28E, 306A, 313, 391A, 573 and Section 314.6 of the 1966 Code of Iowa, it is proposed to improve by constructing a 4-lane divided facility on Primary Road No. Iowa 401 (Merle Hay Road) along the east corporation line, from the south corporation line to the north corporation line, with service roads in various locations, within and adjacent to the City of Urbandale, Iowa, hereinafter called the City, and to relocate and reconstruct certain city streets necessary to carry out the purposes of this joint public improvement project, and

WHEREAS, the proposed alignment for the improvement has been submitted to the City Council and the City Council has informed itself as to the nature of the work to be done, the proposed alignment, the provisions of the Controlled Access Law (Chapter 306A, Code of 1966) applicable to this project and the desires of the Iowa State Highway Commission, herein after called the Commission, with respect thereto; also with reference to the parking restrictions to be imposed thereon, and the general terms of this agreement.

NOW, THEREFORE, the terms of this agreement shall be binding upon the parties from and after the date of its execution. Be it resolved as follows:

1. The City hereby approves the general alignment for the proposed improvement within, along, and adjacent to the east corporation line of Urbandale, Iowa, and does hereby authorize the Commission to supervise and administer this joint public improvement project. The Commission will prepare plans and specifications for presentation to and for the approval of the City.
2. The City will take such legal steps and prosecute to a conclusion such legal action and/or proceedings as are now and may hereafter be lawfully required involving both present and future conditions within the corporate limits of the City:
 - a. To prevent the erection of any billboards, signboards, and advertising signs:
 - (1) on public property, and
 - (2) on private property which so obstruct and impair the view of a public street or highway traffic sign or signal as to render dangerous the use thereof.

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INST. NO. POLK COUNTY, IOWA
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IRENE H. MALEY, RECORDER

BOOK 4027 PAGE 623

- b. To not close or obstruct Merle Hay Road, exclusive of service roads, either partially or completely, in any manner or for any purpose whatsoever except in those instances recited in Section 321.348, Code of Iowa 1966.
- c. To remove or adjust without expense to the Commission all City owned facilities on Merle Hay Road or within the limits of the project which interfere with the construction of the project. The Commission will remove or adjust without expense to the City all non-city owned utilities, encroachments, or obstructions, whether natural or man-made, within the limits of the project whether on city owned or private property which interfere with the project.
- d. To prevent any future encroachment or obstruction within the streets or highways from the south corporation line to the north corporation line.
- 3. The City further agrees that within the limits of the proposed surfacing and for a distance not less than depth of trench outside thereof where the City or utility companies may be digging ditches prior to the proposed surfacing, and if in the corporate limits of the City, the City will require that all backfilling and compaction of ditches shall be made in accordance with the Standard Specifications of the Iowa State Highway Commission, Current Series, or the Standard Specifications of the City of Urbandale, whichever are more restrictive, the work to be subject to the approval of the Commission.
- 4. The City does hereby declare Merle Hay Road to be a controlled access facility and does hereby authorize the Commission to acquire rights-of-way and access rights by gift, purchase, or condemnation.
- 5. Within ninety (90) days after right-of-way is acquired, the City will, by ordinance, establish access control under the provision of Chapter 306A, Code of 1966, prohibiting ingress or egress to, from or across said facility to or from abutting lands, except at such designated points at which access may be permitted by the Commission, upon such terms and conditions as may be necessary to permit orderly development of abutting property, to provide for the safety and convenience of the traveling public and the perpetuation of the carrying capacity of the highway. It is understood by both parties that the project will be controlled for access purposes as a Class III Planned Controlled Access Highway in a Fringe (Suburban) Area consistent with the 1966 Iowa Departmental Rules.

County Polk

Project No. UN-401-1(1)--41-77

- a. Access to Merle Hay Road from the south corporation line northerly to the north corporation line will be limited to the following locations:

Aurora Avenue at Sta. 126 + 50.26
Commercial Entrance at Sta. 129 + 48.7
Cemetery Entrance at Sta. 133 + 15
Service Road Entrance at Sta. 139 + 50
Service Road Entrance at Sta. 146 + 48
Meredith Drive Entrance at Sta. 152 + 93
Service Road Entrance at Sta. 164 + 50
Service Road Entrance at Sta. 169 + 15
Service Road Entrance at Sta. 174 + 00

- b. For location of existing entrances or points of existing direct access to Merle Hay Road, see schedule marked "Exhibit A".

- c. The Commission and the City may from time to time agree on adjustments or changes in access to Merle Hay Road.

6. The City agrees to the proposed establishment of the Meredith Drive connection, the closure of the Oakwood Drive intersection and the establishment and relocation of Oakwood Drive and the establishment and location of other Local Service Roads, all as shown on the plans.
7. Within ninety (90) days after executing this agreement, the City will pass and make effective, ordinances prohibiting parking of any nature: on the left from Sta. 152 + 92.9 at Meredith Drive northerly to approximately Sta. 185 + 00 at the north corporation line, and on the service roads from Sta. 139 + 50 to Sta. 142 + 50 and Sta. 152 + 94 northerly to Sta. 174 + 00, and parking shall be prohibited on the minor street approaches for a distance of 25 ft. in advance of the property line and on the exit sides of the minor streets for a distance of 35 feet beyond the property line. "No Parking" from Aurora Avenue to Meredith Drive, and "No Parking" on the service road from Sta. 142 + 50 to Sta. 152 + 92 are covered under resolutions signed April 16, 1956 and June 15, 1960.
8. The Commission will prepare final plans and specifications which shall be used for the purpose of bidding and all subsequent amendments thereto shall be presented to and for the approval of the City.
9. Except as herein provided, the costs of this joint public improvement will be borne by the Commission from funds allocated by the Commission to said project.

County Polk

BOOK 4027 PAGE 626

Project No. UN-401-1(1)-41-

77

The City assumes and undertakes the responsibility for the maintenance and operation of storm sewer constructed on Merle Hay Road either within its present or future corporate limits. Also, the City assumes the responsibility of providing by proper ordinance for the making of any necessary connection to said storm sewer and the prevention of its unlawful use as a sanitary sewer.

After completion and final acceptance of the project, the Commission shall be responsible for the future maintenance of all portions of the project outside the Corporate Limits of the City. So long as Merle Hay Road is a primary road extension it will be maintained by the Commission in accord with the Commission's current Maintenance Policies and Procedures concerning maintenance responsibilities within cities and towns.

The Commission shall participate in the modernization of existing traffic signals and the installation of new traffic signals at locations that meet the standards and volume warrants as established in the Iowa Manual on Uniform Traffic Control Devices. Participation shall be based on the Commission's policy established for "Financial Responsibility for Primary Road Extensions".

The City agrees that the Meredith Drive connection and relocated Oakwood Drive and the Local Service Roads as shown on the plans within its corporate limits will be a part of its established street system and that the City will be responsible for their future maintenance, including maintenance of storm sewers and all incidental improvements and appurtenances.

Upon completion of the project and after final acceptance of the same by the Commission and the City, the Commission and the City shall determine, based upon final construction costs, the cost of that portion of the project lying within the corporate limits of the City. Such costs shall include all funds expended by the Commission or obligated to be paid for Engineering and Construction costs of the project. The City agrees to promptly pay to the Commission all such costs but not to exceed \$16,350.00. In addition the City shall be responsible for the construction of service roads from Sta. 163 + 00 to the north corporation line, in compliance with plans submitted by the City and approved by the Commission.

10. Both the City and the Commission declare that the terms and conditions of this agreement are designed and intended to make efficient use of the powers and authority of both so that they may cooperate one with another to their mutual and respective advantage. To this end:

County Polk

Project No. UN-401-1(I)-41-77

- a. The City accepts the Chief Engineer of the Commission or other Engineer Executive of the Commission acting directly or through his duly authorized representative as Project Engineer for this joint public improvement. The City agrees that the Project Engineer shall have general supervision of the work, and will decide any questions that arise with reference to the intent of the construction contract documents and compliance therewith. He will pass upon all questions relating to materials, work, progress, disputes, and mutual rights between contractors, fulfillment of contract and compensation, in accordance with the provisions of the Commission's standard specification and related construction contract documents.
- b. The City will assist the Commission in causing the removal of private utilities and services and any encroachment and obstruction from existing City streets or City owned property and will consistent therewith issue any police power notice, order, or process to any owner and to any occupier, licensee, and person necessary to cause such removal or adjustment by authority of the City's police power.
- c. The Commission does hereby agree to and the City does hereby authorize the Commission to acquire right-of-way necessary for the establishment of the Meredith Drive connection and the relocation of Oakwood Drive and the establishment and location of the Local Service Roads as shown on the plans in the name of and on behalf of the City with title to said right-of-way to run to and be in the name of the City.
- d. Pursuant to Sections 389.20, 389.21, 389.22, and Section 306 A.5, Code of Iowa, 1966, the City does hereby consent to such change in the established grade, as shown on the plans for the project for so much of the relocation and reconstruction of the Meredith Drive necessary to construct the intersection of Meredith Drive with Merle Hay Road. Consistent therewith the City does hereby authorize the Commission to acquire rights appurtenant to the necessary right-of-way including, if any, loss, damage, or diminution of air, light, view, and as may arise out of the change of grade. In addition the City authorizes such acquisition either by gift, purchase, or condemnation in the same manner and, if necessary, in the same eminent domain proceeding through which right-of-way for the Project is acquired.

County Polk

BOOK 4027 PAGE 628

Project No. UN 401-1(1) -- 41-77

- e. The City agrees to coordinate its work with the work of the Commission, construction contractors, railroad and public and private utility forces, and other agents or agencies, authorized by the Project Engineer, to do work on the project, and to assist any or all of such persons by providing such information, data, and cooperation necessary to efficient and effective concurrent and consecutive work upon the project. To this end, the City agrees to attend any pre-construction conference held on behalf of the project, and to participate in the development of, and to coordinate work with the terms of the pre-construction conference schedule of operations.
- f. The Commission shall give the City at least thirty (30) days advance notice to remove or relocate any City-owned facilities which will interfere with the construction of the project.
- g. The Commission shall give the City at least five (5) days advance notice of the commencement of any construction on the project either within the corporate limits of the City or which will affect the flow of vehicular or pedestrian traffic within the City.
- h. The Commission shall give the City at least fifteen (15) days advance notice of the Commission's intention to accept from any contractor any portion of the project within the corporate limits of the City and the City shall have the right to inspect such portion of the project and make recommendations to the Commission concerning acceptance of the same.
- i. In accord with Section 391 A.19, Code of Iowa, 1966, the Commission agrees to extend the construction contractor's faithful performance bond to include that work of the project being done within and on behalf of the city. Such bond shall contain all the terms and conditions and requirements of Section 573.5 and 573.6, Code of Iowa, 1966.
11. In accordance with Section 28E.7 of the Code, 1966, this agreement does not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by any contracting party hereto, said performance may be offered in satisfaction of the obligation or responsibility.
12. The Commission shall file a copy of this agreement with the Secretary of State and cause a copy hereof to be recorded with the County Recorder.

Page 7 of 7

County Polk

Project No. UN-401-1(1)-41-77

13. The provisions of Chapter 573A, of the Code, 1966, for termination of agreements in the event of a national emergency, apply to this agreement.

14. In the event said project is delayed because of strike, war, stoppage, boycott, act of God, inclement weather or similar occurrences, the terms of this agreement are extended for such time as it reasonably takes the Commission or its agents, to complete said project.

Passed and adopted this 8th day of April, 1969

I, Howard Alden Hanson, Clerk of City of Urbendale, Iowa, hereby certify that the above agreement was duly passed and adopted by the City of Urbendale, Iowa, on the 8th day of April, 1969, by the following call of yeas and nays recorded hereon.

Yea	Nay	Absent or Not Voting
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Lawrence Hindert

Fred Swinton

James Erickson

None

Lester T Proctor Jr.

Ieland Abarr

Members of the Council

Leon C Reinig Mayor

City Clerk of URBENDALE, Iowa
HOWARD ALDEN HANSON

APPROVED AND AGREED TO THIS 1st day of May, 1969

IOWA STATE HIGHWAY COMMISSION

BY Carl F. Schaub

Title Director of Planning

Exhibit "A"County PolkProject No. UN-401-1(1)-41-77

The following direct connections to Merle Hay Road
within the corporate limits of Urbandale will be
closed and the properties served by service roads.

Sta. 140+22	Comm. Ent.	Merle Hay Block Co.
Sta. 142+68	Service Rd. Conn.	Wm. N. & Alice C. Proudfoot
Sta. 155+60	Service Rd. Conn.	Bert & Lake Erie Brown
Sta. 156+98	Res. Ent.	Reproco Inc.
Sta. 158+19	Res. Ent.	Oakwood Drive
Sta. 159+63	Res. Ent.	Wm. J. & Sharon Moyer
Sta. 160+40	Street	Wm. J. & Sharon Moyer
Sta. 161+44	Res. Ent.	Beatrice Herman
Sta. 162+00	Res. Ent.	
Sta. 162+22	Res. Ent.	
Sta. 170+60	Service Rd. Conn.	