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Filed for Record in
RINGGOLD COUNTY, IA
KISHA MARTIN, RECORDER
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MISCELLANEOUS NO FEE AMT .00
BOOK 521 PAGE 275



**Prepared by: Ringgold County Attorney Clinton L. Spurrier, 109 West Madison Street,
Suite 304, Mount Ayr, IA 50854. Telephone: (641) 464-3235**

**Return to: Ringgold County Engineer Jared Johnson, 707 S. Henderson, Mount Ayr, IA
50854. Telephone: (641) 464-3232**

Agreement

WHEREAS the City of Ellston, Iowa (hereinafter referred to as "City"), is a municipal corporation, and Ringgold County, Iowa (hereinafter referred to as "County") has a duly organized county government; and

WHEREAS certain roads are entirely owned by the City, but are located near roads maintained by the County and can easily be maintained and repaired by the County; and

WHEREAS the City desires to have consistent maintenance and repair of said roads; and

WHEREAS because the County is already maintaining and repairing portions of the partially owned roads, it is a more efficient use of resources for the County to maintain these entire roadways, and the County is also willing to maintain and repair certain designated roads owned entirely by City; and

WHEREAS the City is willing to reimburse the County for said road maintenance and repair, and both parties agree that the Iowa Department of Transportation equipment rates plus labor applicable at the time of the maintenance and/or repairs are a fair and reasonable reimbursement rate for said road maintenance and/or repair; and

WHEREAS the parties believe it would be more efficient for the City and County to enter into an agreement to provide for the most efficient maintenance and repair of said roads, pursuant to Iowa Code Chapter 28E; and

WHEREAS the Ellston City Council and the Ringgold County Board of Supervisors have approved this agreement.

IT IS THEREFORE AGREED by and between the City and the County as follows:

1. The following roads lie completely within the city limits of the City and are entirely owned by the County:

- a. J20 (Main Street) from P64 (West Street) to the City limits; and
- b. P64 (West Street) from J20 (Main Street) to the City limits.

2. The following roads lie completely within the city limits of the City and are entirely owned by the City:

- a. Kirkwood Street between West Street and Randall Street/Park Street; and
- b. Blaine Street between Goodell Street and Randall Street/Davis Street; and
- c. Sherman Street from it's northern most limits to southern most limits; and
- d. Merchants Street between Kirkwood Street and Sherman Street; and
- e. Goodell Street between West Street and Sherman Street; and
- f. Park Street between West Street and Kirkwood Street; and
- g. Randall Street between Kirkwood Street and Blaine Street; and
- h. Davis Street between Blaine Street and Sherman Street; and
- i. 140th Street from West Street to City Limits.

3. The County shall maintain the above-recited roads, which are completely within city limits of the City and are entirely owned by the County, to the extent including, but not limited to, blading the roadways and plowing the roadways for the purpose of removing accumulations of snow and/or ice, repairing potholes, and applying granular surfacing material. These roads shall be maintained at no cost to the City.

4. The County shall maintain the above-recited roads, which are completely within city limits of the City and are entirely owned by the City, to the extent including, blading of the roadways. The City shall be responsible for applying gravel and winter maintenance. If the City desires to have the County spread gravel, the County will not be required to do so, but will have the right to decide whether to perform such maintenance on a case-by-case basis. The roads shall be bladed once initially in the Spring and may be bladed a second time in late summer by the County as it fits into the maintenance schedule.

5. The County shall perform repairs to the above-recited roads to the extent agreed upon by the parties. If the City desires repairs beyond those described in this agreement, then the City shall be responsible for said repairs.

6. The City shall reimburse the County for all maintenance and/or repairs at the Iowa Department of Transportation equipment rates plus labor applicable on the date that the maintenance and/or repairs are performed. The County shall provide the City with a written bill for said maintenance and/or repairs, and the City shall pay said bill within 30 days of being provided with said bill.

7. This agreement may be terminated by either party by giving the other party written notice of termination, with the termination being effective 30 days after the date that the other party signs the certified mail receipt for said notice.

8. All written notices, other than billing statements, concerning this agreement shall be sent by certified mail, return receipt requested, to the following respective addresses:

Ringgold County
Ringgold County Board of Supervisors
109 West Madison Street, Suite 202
Mount Ayr, IA 50854

City of Ellston
101 N. West Street
Ellston, IA 50680

9. This agreement may only be amended by a written amendment signed by both of the parties.

Entered into on this 12th day of April, 2021.

Ron Landphair
Ron Landphair
Chairperson
Ringgold County Board of Supervisors

Jerri Stewart
Jerri Stewart
Mayor
City of Ellston

STATE OF IOWA, COUNTY OF RINGGOLD, SS:

Be it remembered that on this 12th day of April, 2021, before me, a Notary Public in and for Ringgold County, Iowa, personally appeared Ron Landphair, Chairperson of the Board of Supervisors of Ringgold County, Iowa, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed and on behalf of Ringgold County, Iowa.



Amanda Waske
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF RINGGOLD, SS:

Be it remembered that on this 14th day of April, 2021, before me, a Notary Public in and for Ringgold County, Iowa, personally appeared Jerri Stewart, Mayor of the City of Ellston, Iowa, to me known to be the person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed and on behalf of the City of Ellston, Iowa.



Amanda Waske
Notary Public in and for the State of Iowa