

Prepared by: Ringgold County Attorney Clinton L. Spurrier, 109 West Madison Street, Suite 304, Mount Ayr, IA 50854. Telephone: (641) 464-3235; Facsimile: (641) 464-2124.

Amendment to 28E Agreement

WHEREAS on the 1st day of July, 2004, the City of Kellerton, Iowa (hereinafter referred to as "City") and Ringgold County, Iowa (hereinafter referred to as "County") entered into a 28E Agreement Transfer Jurisdiction and Control of Farm to Market Extensions Within the City's Corporate Limits; and

WHEREAS certain farm to market extensions are situated on the City's corporate limits such that one-half of the roadway and right-of-way is the responsibility of the City and one-half of the roadway and right-of-way is the responsibility of the County; and

WHEREAS the parties now believe it would be more efficient for the City and County to amend the existing 28E agreement to provide that a single entity would be responsible for all maintenance and repair of certain lengths of said extensions, instead of each party being one-half responsible for the maintenance and repair of said lengths of said extensions; and

WHEREAS it is necessary for the parties to amend the existing 28E agreement to address the issues related to said farm to market extensions.

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

1. The City shall be responsible for all maintenance and repair of the roadway and right-of-way for P-68 on Lincoln extending from Main Street north approximately one-quarter of a mile to the point at which the entire roadway and right-of-way of P-68 lies within the corporate limits of Kellerton, and Main Street beginning at the West corporate limits of Kellerton at the intersection of Highway 2 and Main Street to the intersection of Main Street and Lincoln. In relation to these portions of said extensions the City shall bear all of the responsibilities and duties set forth in Paragraphs 3, 4 and 5 of the original 28E agreement and the financial obligations set forth in Paragraph 6 of said agreement.

2. The County shall be responsible for all maintenance and repair of the roadway and right-of-way for J-45 from the South corporate limits of Kellerton to the intersection of J-45 and 6th Avenue. In relation to this portion of said extension the County shall bear all of the

responsibilities and duties set forth in Paragraphs 3, 4 and 5 of the original 28E agreement and the financial obligations set forth in Paragraph 6 of said agreement.

3. The County shall reimburse the City the full amount of the annual Road Use Tax Fund allocated for the portion of the farm to market extension described above in Paragraph 1, and the County shall retain the full amount of the annual Road Use Tax Fund allocated for the portion of the farm to market extension described above in Paragraph 2.

4. All written notices concerning this agreement shall be sent by certified mail, return receipt requested, to the following respective addresses:

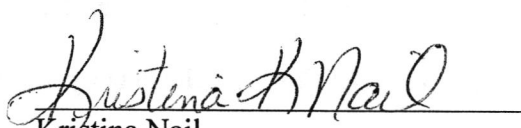
Ringgold County
Ringgold County Board of Supervisors
Ringgold County Courthouse
109 West Madison Street, Suite 202
Mount Ayr, IA 50854

City of Kellerton
Kellerton City Hall
Kellerton, IA 50133

5. In all other respects the parties' 28E agreement entered into on the 1st day of July, 2004, shall remain in full force and effect and previously executed.

Entered into on this 6 day of February, 2013.


Dave Inloes
Chairperson
Ringgold County Board of Supervisors


Kristina Nail
Mayor
City of Kellerton

STATE OF IOWA, COUNTY OF RINGGOLD, SS:

Be it remembered that on this 6 day of February, 2013, before me, a Notary Public in and for Ringgold County, Iowa, personally appeared Dave Inloes, Chairperson of the Board of Supervisors of Ringgold County, Iowa, to me known to be the

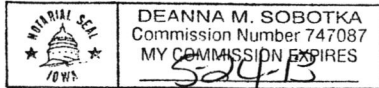


person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed and on behalf of Ringgold County, Iowa.

Deanna M Sobotka
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF RINGGOLD, SS:

Be it remembered that on this 6 day of February, 2013, before me, a Notary Public in and for Ringgold County, Iowa, personally appeared Kristina Nail, Mayor of the City of Kellerton, 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 Kellerton, Iowa.



Deanna M Sobotka
Notary Public in and for the State of Iowa

R-28W



(KELLERTON CORPORATE LIMITS)

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N LINCOLN ST

N CLARK ST

325TH AVE

CITY OF KELLERTON

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E 1ST AVE

W 2ND AVE

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W 28

Prepared by David Vestal, 501 SW 7th St., Des Moines, IA 50309 (515) 244-7181

**28E Agreement
To Transfer Jurisdiction and Control
of Farm to Market Extensions
Within the City's Corporate Limits**

This agreement made and entered into by and between the City of Kellerton, Iowa, hereinafter referred to as the City, and Ringgold County, Iowa hereinafter referred to as the County.

In accord with Chapter 28E and other relevant sections of the Code of Iowa, the City and County enter into the following agreement regarding jurisdiction and control of the Farm to Market (F-M) extensions located within the City's corporate limits ("the F-M extensions").

1. The City and County desire to reach an equitable agreement concerning functions to be performed and financial responsibilities of each party for the F-M extensions. Pursuant to this agreement, the City will be responsible for all maintenance and construction within the right of way, including the roadway.
2. The F-M extensions to be included within the scope of this agreement shall be listed by description and shown on a map, which shall be attached to and become a part of this agreement.
3. Responsibilities for maintenance of the F-M extensions under this agreement are:
 - A. County responsibilities: Pursuant to this agreement, the City accepts jurisdiction and control of the F-M extensions, and accepts full responsibility for all maintenance and repair of the F-M extensions.
 - B. City Responsibilities: All maintenance and repair of the right of way, including but not limited to:
 1. Pavement: Maintain and repair the roadway.
 2. Traffic Services: Maintain, repair and provide energy to street lighting. Provide regulatory and warning signing on F-M extensions as well as stop signs on appropriate streets that intersect the roadway.
 3. Drainage: Maintain roadway drainage structures.
 4. Winter Maintenance: Plow and treat roadway pavement pursuant to the City policy. Clear sidewalks as per City policy.
 5. Maintain roadway right of way including sidewalks as per City policy.

4. All traffic control devices shall conform to the "Manual on Uniform Traffic Control Devices". The City shall establish speed limits.
5. The City and County further agree that the City will:
 - A. Prevent erection or encroachment of any private signs within or overhanging the right of way that could obstruct the view of any traffic control devices or any portion of the roadway as per Section 319.10 of the Code of Iowa.
 - B. Comply with all current statutes and regulations pertaining to over length and over weight vehicles using the County roads.
 - C. Administer the City's utility policy for any construction or maintenance within the right of way.
 - D. Administer the City's access control policy for any change to an existing entrance or for the construction of a new entrance.
 - E. Resurface, rehabilitate or reconstruct the F-M extensions as necessary.
 - F. Retain ownership of any utilities that are currently within their jurisdiction.
6. Each party will entirely finance its own obligations undertaken herein. No real or personal property acquired by either party will be subject to this agreement.
7. The County Engineer and the City Clerk shall administer this agreement as per Section 28E.6 of the Code of Iowa in consultation with the Board of Supervisors and the City Council.
8. This agreement shall not prohibit the City from employing a private contractor to perform work associated with this agreement.
9. In consideration of the duties outlined in this agreement, the County will reimburse the City the full amount of the annual Road Use Tax Fund that is allocated for maintenance of said F-M extensions
10. This agreement commences July 2, 2004, and shall be in effect in perpetuity. However, this agreement may be terminated if both parties mutually agree in writing to end the 28E.
11. Each party is responsible for liability occurring as a result of the acts or omissions in performing its obligations under this agreement. The City shall protect, indemnify, defend, and hold harmless the County for acts or omissions of the City, its officers, employees, agents, and assigns with respect to the obligations of the City under this agreement. The County shall protect, indemnify, defend, and hold harmless the City for acts or omissions of the County, its officers, employees, agents, and assigns with respect to the obligations of the County under this agreement.
12. This agreement is effective upon filing and recording as required by law.

IN WITNESS WHEREOF, the City and County have set their hands for the purposes herein expressed, on the dates indicated below.

By Walter Kerner
Chair, Board of Supervisors

Date July 1 - 2004

Attest Renda J Paxson
County Auditor

By Robert S. Dine
Mayor

Date July 2004

Attest Judy Doolittle
City Clerk

Kellerton Farm to Market Extension

This is the Description of Kellerton Farm to Market Extension to be used for 28E Agreement between the City of Kellerton and Ringgold County the 1st day of July 2004.

Description as follows:

Beginning at the West corporate limits of Kellerton, at the intersection of Hwy 2 and Main Street East to Decatur Street, South on Decatur Street to 6th Avenue , east on 6th to J-45 then South on J-45 to the South Corporate Limits.

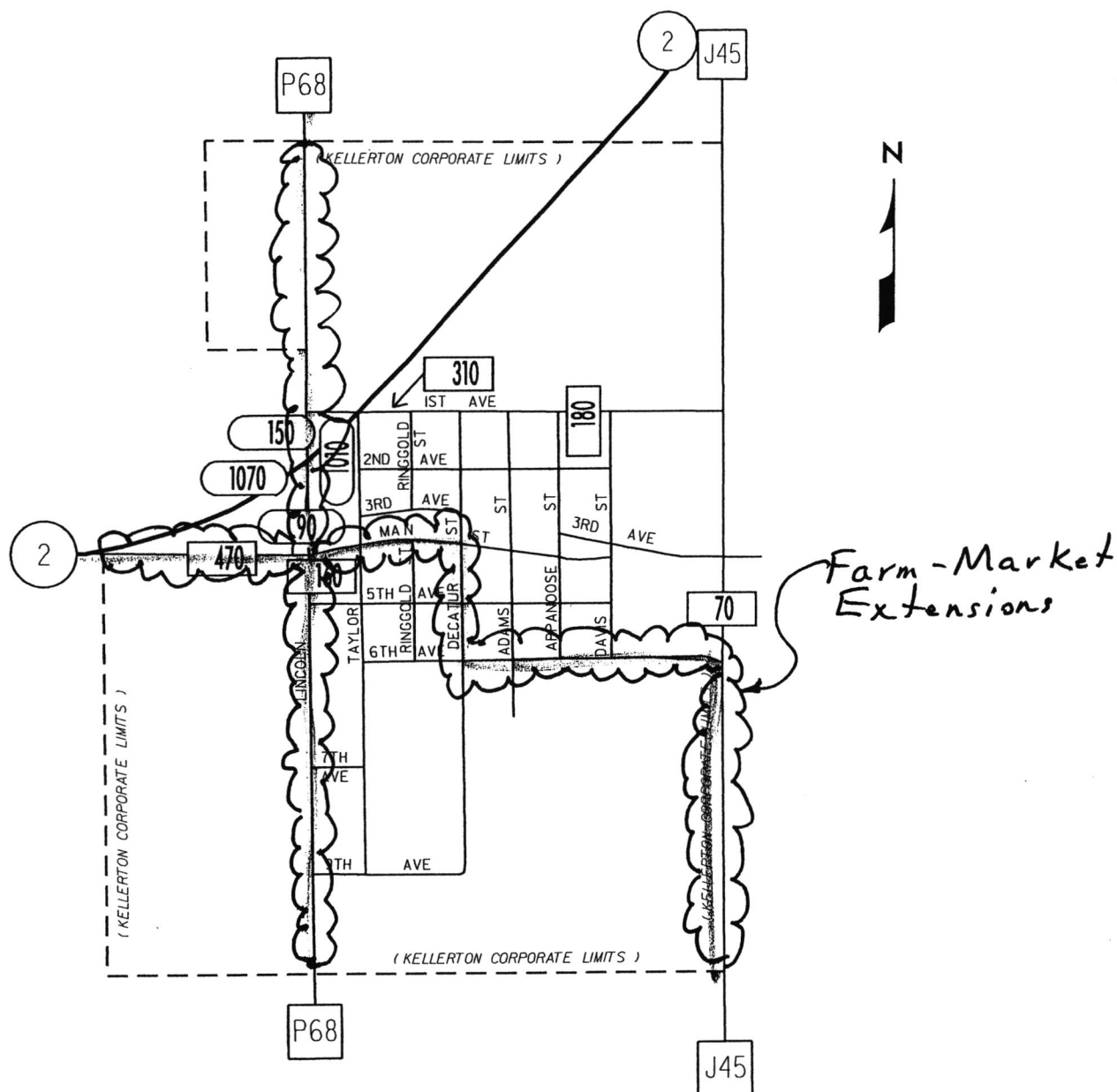
and

Beginning at the South corporate limits of Kellerton at P68 and Lincoln Street, North on Lincoln to the North corporate limits of Kellerton.



RINGGOLD COUNTY

2000 ANNUAL AVERAGE DAILY TRAFFIC



PREPARED BY
IOWA DEPARTMENT OF TRANSPORTATION
DIVISION OF PLANNING AND PROGRAMMING
OFFICE OF TRANSPORTATION DATA
PHONE (515) 239-1282

LEGEND

RECORDER ONLY
MANUAL COUNT