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Filed for Record in
RINGGOLD COUNTY, IA
KISHA MARTIN, RECORDER
Date: Apr 16, 2018 03:59P
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BOOK 466 PAGE 128

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Jim Dugan Deputy

**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.**

RETURN TO: *Preparer*

Agreement

WHEREAS the City of Redding, 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 County, but portions of said roads are situated within the city limits of the City, and said roads are entirely maintained and repaired by the County; 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 the City; and

WHEREAS the City is willing to reimburse the County for said road maintenance and repair, and both parties agree that the FEMA rates 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 Redding 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 are entirely owned by the County and extend within or pass through the city limits of the City:

- a. County Highway P27; and
- b. County Highway J55.

The County shall be responsible for all maintenance and repair of said roads.

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

- a. The portion of Depot Street between J55 and 4th Street; and
- b. The portion of 2nd Street between Central Street and Highway 169; and
- c. The portion of Main Street between Central Street and Highway 169; and
- d. The portion of 3rd Street between Central Street and Highway 169; and
- e. The portion of 4th Street between Central Street and Highway 169.

The County shall plow these roads for the purpose of removing accumulations of snow and/or ice. The City shall be responsible for blading said roads, and applying and/or spreading gravel on said roads. If the City desires to have the County blade said roads or apply and/or spread gravel on said roads, 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.

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

- a. Washington Street; and
- b. Adams Street; and
- c. The portion of Central Street between 4th Street and the south city limit; and
- d. The portion of 1st Street between Depot/Central Street and J55; and
- e. The portion of 2nd Street between Adams Street and Central Street; and
- f. The portion of Main Street between the western city limit and Central Street; and
- g. The portion of 3rd Street between Adams Street and Central Street; and
- h. The portion of 4th Street between Adams Street and Central Street.

The City shall be responsible for plowing these roads for the purpose of removing accumulations of snow and/or ice, blading said roads, and applying and/or spreading gravel on said roads. If the City desires to have the County plow these roads for the purpose of removing accumulations of snow and/or ice, blade said roads, or apply and/or spread gravel on said roads, 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.

4. The County shall perform repairs on the above-recited roads to the extent agreed upon by the parties. If the City desires repairs beyond those the County is willing to perform, then the City shall be responsible for said repairs.

5. All requests by the City for any discretionary work to be performed by the County under this agreement shall be made to the Ringgold County Engineer.

6. There is a map which is attached to this agreement and identifies the roads covered by the agreement. This map is incorporated by this reference.

7. The City shall reimburse the County for all maintenance and/or repairs at the FEMA rates 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.

8. 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.

9. 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
Ringgold County Courthouse
109 West Madison Street, Suite 202
Mount Ayr, IA 50854

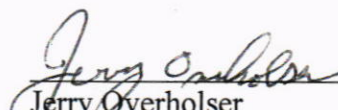
City of Redding
c/o Mayor Jerry Overholser
201 Depot Street
Redding, IA 50860

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

Entered into on this 23rd day of March, 2018.



Craig Pennington
Chairperson
Ringgold County Board of Supervisors



Jerry Overholser
Mayor
City of Redding

STATE OF IOWA, COUNTY OF RINGGOLD, SS:

Be it remembered that on this 23rd day of March, 2018, before me, a Notary Public in and for Ringgold County, Iowa, personally appeared Kraig Pennington, 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.

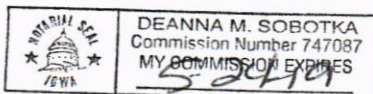


Amanda Waske

Notary Public in and for the State of Iowa

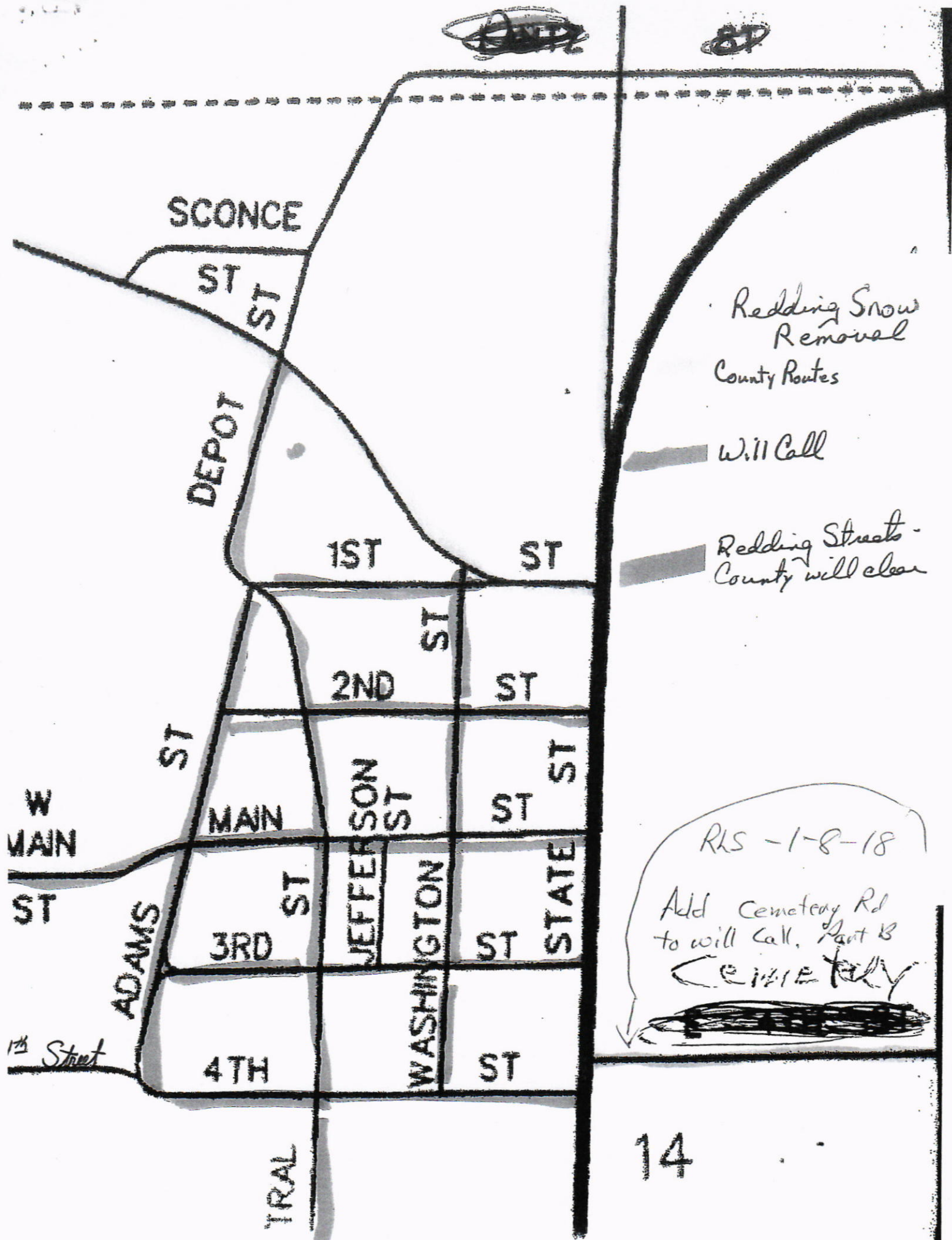
STATE OF IOWA, COUNTY OF RINGGOLD, SS:

Be it remembered that on this 13 day of April, 2018, before me, a Notary Public in and for Ringgold County, Iowa, personally appeared Jerry Overholser, Mayor of the City of Redding, 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 the City of Redding, Iowa.



Deanna M Sobotka

Notary Public in and for the State of Iowa



Redding Snow
Removal
County Routes

Will Call

Redding Streets -
County will clear

RHS - 1-8-18

Add Cemetery Rd
to will call, Part B

Cemetery

