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Instrument: 2018- 00001011
Filed for Record in
RINGGOLD COUNTY, IA
KISHA MARTIN, RECORDER
Date: Sep 25, 2018 09:03A
28E AGREEMENT NO CHARGE AMT
BOOK 472 PAGE 295

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Julia Bryan Deputy

RETURN TO :
**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.**

Agreement

WHEREAS the City of Tingley, 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 situated on the boundaries of the city limits of the City are owned partially by the City and partially by the County, and the parties share responsibility for the maintenance of said roads; and

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

WHEREAS certain roads are entirely owned by the County, but are located within the city limits of the City; and

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

WHEREAS because the County is already maintaining 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 certain designated roads owned entirely by City; and

WHEREAS the City is willing to reimburse the County for said road maintenance at a fair and reasonable reimbursement rate for said road maintenance; 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 of said roads, pursuant to Iowa Code Chapter 28E; and

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

11010

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

1. The following roads lie on the boundary of the city limits of the City and are partially owned by the City and partially owned by the County:

- a. The portion of P54 (also known as 250th Avenue) that is adjacent to and partially lies within the city limits of the City;
- b. The portion of 240th Avenue that is adjacent to and partially lies within the city limits of the City.
- c. For the portion of Fourth Street from 250th Avenue extending west 1,287 feet the City owns the south half of Fourth Street and the County owns the north half of Fourth Street, and the remainder of Fourth Street extending west to J20 is owned entirely by the City.

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

- a. The portion of Jefferson Street (also known as 245th Avenue) which lies within the city limits of the City; and
- b. The portion of Main Street that extends west from said street's connection with J20 to 240th Avenue (which is approximately 660 feet).

3. The following road lies completely within the city limits of the City and is entirely owned by the County:

- a. The portion of J20 which lies within the city limits of the City, a portion which merges with Main Street.

4. The County shall maintain the above-recited roads, other than 130th Street (also known as Fourth Street), 240th Avenue extending north from Fourth Street to the northern city limits of the City, and Jefferson Street extending south from Fourth Street to the southern city limits of the City. Said maintenance shall include blading the roadways, plowing the roadways for the purpose of removing accumulations of snow and/or ice, and routine gravel application and associated blading. The City shall be responsible for heavy maintenance, including culvert repair and replacement, ditching work and road modification or rehabilitation of all roadways or portions of roadways owned by the City, and the County shall be responsible for heavy maintenance, including culvert repair and replacement, ditching work and road modification or rehabilitation of all roadways or portions of roadways owned by the County.

5. The City shall pay the County for the above-described road maintenance described

above in Paragraph 3. Said maintenance shall be charged based upon the rate per mile of road maintained based off of the Iowa State average of gravel road maintenance for the previous fiscal year found on the Iowa County Engineers Association Service Bureau website, with said amount prorated according to the portion of said roadway owned by the City. The County shall send an invoice to the City annually on or about October 1st, and the City shall pay said invoice within 30 days of the billing date on the invoice.

6. The County shall maintain 130th Street (also known as Fourth Street). Said maintenance shall include blading the roadway and routine gravel application and associated blading. The City shall be responsible for plowing the roadways for the purpose of removing accumulations of snow and/or ice, and heavy maintenance, including culvert repair and replacement, ditching work and road modification or rehabilitation.

7. The City shall pay the County for the above-described road maintenance described above in Paragraph 6. Said maintenance shall be charged based upon the rate per mile of road maintained based off of the Iowa State average of gravel road maintenance for the previous fiscal year found on the Iowa County Engineers Association Service Bureau website, with said amount prorated according to the portion of said roadway owned by the City. The County shall send an invoice to the City annually on or about October 1st, and the City shall pay said invoice within 30 days of the billing date on the invoice. The County shall pay the City for the above-described road maintenance described above in Paragraph 6. Said maintenance shall be charged based upon the rate per mile of road maintained based off of the Iowa State average of gravel road maintenance for the previous fiscal year found on the Iowa County Engineers Association Service Bureau website, with said amount prorated according to the portion of said roadway owned by the County. The City shall send an invoice to the County annually on or about October 1st, and the City shall pay said invoice within 30 days of the billing date on the invoice.

8. The County shall maintain 240th Avenue extending north from Fourth Street to the northern city limits of the City. Said maintenance shall include blading the roadway. The City shall be responsible for heavy maintenance, including culvert repair and replacement, ditching work and road modification or rehabilitation.

9. The City shall pay the County for the above-described road maintenance described above in Paragraph 8. Said maintenance shall be charged based upon the rate per mile of road maintained based off of the Iowa State average of earth road maintenance for the previous fiscal year found on the Iowa County Engineers Association Service Bureau website, with said amount prorated according to the portion of said roadway owned by the City. The County shall send an invoice to the City annually on or about October 1st, and the City shall pay said invoice within 30 days of the billing date on the invoice.

10. The County shall maintain that portion of Jefferson Street (also known as 245th

Avenue) extending south from Main Street (also known as J20) to the southern city limits of the City on a will-call basis.

11. The City shall pay the County for the above-described road maintenance described above in Paragraph 10 based upon the time (based upon FEMA rates) and materials expended by the County for said maintenance. The County shall send an invoice to the City upon completion of requested will-call maintenance, and the City shall pay said invoice within 30 days of the billing date on the invoice.

12. 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.

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

14. 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 Tingley
P.O. Box 153
Tingley, IA 50680

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

Entered into on this 24th day of September, 2018.



Craig Pennington
Chairperson
Ringgold County Board of Supervisors



Larry Jarred
Mayor
City of Tingley

STATE OF IOWA, COUNTY OF RINGGOLD, SS:

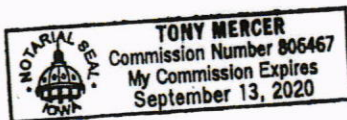
Be it remembered that on this 24th day of September, 2018, before me, a Notary Public in and for Ringgold County, Iowa, personally appeared Kraig Pennington, Chairperson of the Board of Supervisors of Ringgold County, Iowa, to me known to be the person named in and who executed the foregoing instrument 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 10 day of September, 2018, before me, a Notary Public in and for Ringgold County, Iowa, personally appeared Larry Jarred, Mayor of the City of Tingley, 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 Tingley, Iowa.



[Signature]
Notary Public in and for the State of Iowa

