

COUNTY LINE AGREEMENT

THIS AGREEMENT made and entered into by and between Decatur County, Iowa and Ringgold County, Iowa, in accordance with the provisions of Chapter 28E and Section 309.68 of the Code of Iowa. The purpose of this Agreement shall be to define the duties and responsibilities of adjoining Counties with regard to construction and maintenance of County line roads between their respective jurisdictions, and roads under each County's jurisdiction which are wholly within one County but provide road access to the adjoining County, due to discontinuation or legally placed restrictions.

It is hereby Agreed as follows:

A. Unpaved Roads

1. Each County's jurisdiction of the unpaved roads included within the scope of this Agreement shall be as shown in color code on the attached map, which is hereby a part of this Agreement.*
2. Construction projects on unpaved County line roads shall be considered on an individual project by project basis and shall be agreed to by separate Agreement, and be budgeted and programmed in the same year by both Counties. The County having jurisdiction of the major part of the project in terms of miles shall be responsible for performing all planning, surveying, engineering, contracting, and inspection of the project without reimbursement. The actual construction costs shall be divided equally between the two Counties.
3. Routine maintenance shall include surface blading and dragging, snow and ice removal, ditch cleaning, cutting of the trees and brush, moving or weed eradication, placement and maintenance of traffic control devices including signs, minor repair of bridges and culverts, spot patching of granular surfaced roadways, shoulder and edge rut repair, and other maintenance usually performed on secondary roads. The County with jurisdiction shall be responsible for routine maintenance without reimbursement.
4. Major maintenance shall include resurfacing of granular surfaced roadways, and shoulder and edge rut repair in which material costs exceed \$5000.00 per mile, and bridge and culvert repair in which material costs exceed \$5000.00. The County with jurisdiction shall be responsible for major maintenance decisions and performance, and shall be reimbursed upon proper itemized billing by the adjoining County for one-half of the entire project costs.
5. Approval and installation procedures for new driveways and entrances shall be the responsibility of the County with the jurisdiction in accordance with the entrance policy of the County having jurisdiction.
6. All maintenance practices and procedures utilized on roads within the scope of this Agreement shall be in accordance with the established policy of the County with jurisdiction.
7. All traffic control devices on roads included within the context of this Agreement shall comply with the current Manual of Uniform Traffic Control Devices. Regulatory signs or devices shall be established by resolution of the County having jurisdiction.

8. It is agreed that the County with jurisdiction shall have full responsibility for the public right of way including third party liability claims except for reimbursement of construction and major maintenance costs pursuant to this Agreement. The County with jurisdiction shall hold the other County harmless for all damages and costs related to the negligent acts or omissions of the County lacking jurisdiction under this Agreement.

9. The County having jurisdiction shall inspect and post bridges in accordance with the National Bridge Inspection Standards.

10. This Agreement may be terminated by either party upon written notification on or before January 1, each year, and upon settlement of all unpaid costs. If such written notice is not received by either party, this Agreement shall continue for the succeeding year.

11. The County Engineer of each County shall be the administrator for his/her respective County and shall be responsible for consultation with the respective Board of Supervisors in matters relating to this Agreement and shall administer this Agreement after such consultation in accordance with the provisions set forth herein.

12. Nothing in this Agreement shall be construed as to prohibit the administrator from hiring a third party to perform work associated with this Agreement.

* Each County's jurisdiction of roads included within the scope of this Agreement shall be as follows:

Decatur County: Roads along the west line of section 31, R-27W T-70N, and along the west line of sections 6, 7, and 18, R-27W T-69N.

Ringgold County: Roads along the east line of section 36, R-28W T-69N, and along the east line of sections 12, 25, and 36, R-28W T-68N.

B. Paved Roads

1. Each County's jurisdiction of the paved roads included within the scope of this Agreement shall be as shown in color code on the attached map, which is hereby a part of this Agreement.**

2. Construction projects on paved County line roads shall solely be the responsibility of the County with the jurisdiction. All costs shall be the responsibility of the County with the jurisdiction without reimbursement.

3. All maintenance on paved County line roads shall solely be the responsibility of the County with the jurisdiction. All costs shall be the responsibility of the County with the jurisdiction without reimbursement.

4. Approval and installation procedures for new driveways and entrances shall be the responsibility of the County with the jurisdiction in accordance with the entrance policy of the County having jurisdiction.

5. All maintenance practices and procedures utilized on roads within the scope of this Agreement shall be in accordance with the established policy of the County with jurisdiction.

6. All traffic control devices on roads included within the context of this Agreement shall comply with the current Manual of Uniform Traffic Control Devices. Regulatory signs or devices shall be established by resolution of the County having jurisdiction.

7. It is agreed that the County with jurisdiction shall have full responsibility for the public right of way including third party liability claims. The County with jurisdiction shall hold the other County harmless for all damages and costs related to the negligent acts or omissions of the County lacking jurisdiction under this Agreement.

8. This Agreement may be terminated by either party upon written notification on or before January 1, each year, and upon settlement of all unpaid costs. If such written notice is not received by either party, this Agreement shall continue for the succeeding year.

9. The County Engineer of each County shall be the administrator for his/her respective County and shall be responsible for consultation with the respective Board of Supervisors in matters relating to this Agreement and shall administer this Agreement after such consultation in accordance with the provisions set forth herein.

10. Nothing in this Agreement shall be construed as to prohibit the administrator from hiring a third party to perform work associated with this Agreement.

** Each County's jurisdiction of roads included within the scope of this Agreement shall be as follows:

Decatur County: Road along the west line of section 19, R-27W T-68N.

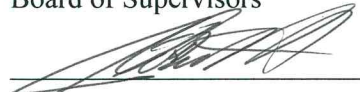
Ringgold County: Road along the east line of section 13, R-28W T-68N.

IN WITNESS THEREOF, the parties hereto have set their hands, for the purpose herein expressed.

SIGNED THIS 10 DAY OF November, 2014.

Decatur County, Iowa

Board of Supervisors


Chairman




ATTEST:

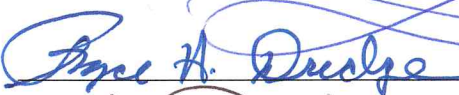

County Auditor

SIGNED THIS 10 DAY OF November, 2014.

Ringgold County, Iowa

Board of Supervisors


Chairman



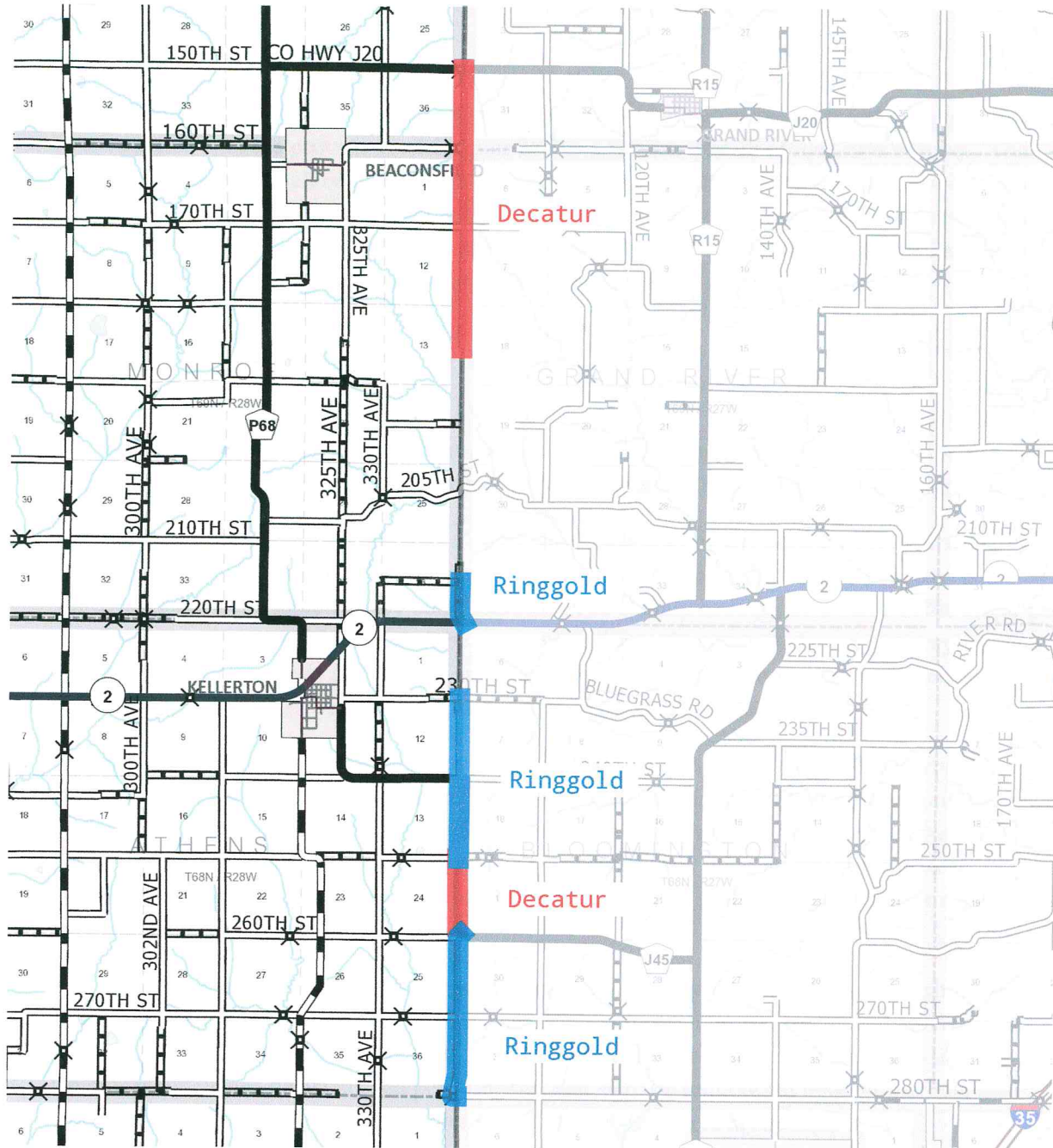

ATTEST:


County Auditor

Decatur Ringgold 28E

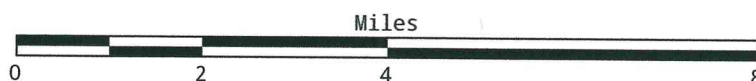
Ringgold - ICEASB Easy Map

2:58 PM, Thu, Nov 6, 2014



Feature Key

- | | | | |
|----------------|-------------|-----------|-----------------|
| Earth | Gravel | Seal Coat | County Pavement |
| State Pavement | Divided Hwy | Water | City |
| Township | Railroad | Bridge | County Hwy |
| State Hwy | US Hwy | | |



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