

REC FEE No Lee County
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071

FILED NO. 2496
BOOK 571 PAGE 071-075
1994 DEC 22 PM 1:40
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COUNTY LINE AGREEMENT

THIS AGREEMENT made and entered into by and between No Lee County, Iowa and Union County, Iowa, in accordance with the provisions of Chapter 28E and Section 309.68, 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 place restrictions.

It is hereby AGREED as follows:

1. Each COUNTY'S jurisdiction of the roads included within the scope of this Agreement shall be as shown in color code on the attached map (Atch 1) which is hereby a part of this agreement.*
2. Construction projects on 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 trees and brush, mowing or weed eradication, placement and maintenance of traffic control devices including signs, minor repair of bridges and culverts, spot patching of granular surfaced roadways, minor pavement repair, shoulder and pavement edge rut repair, pavement marking 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, pavement patching and shoulder and pavement edge rut repair in which material costs exceed \$500.00 per mile, and bridge and culvert repair in which material costs exceed \$500.00. 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 excluding planning, surveying, engineering, contracting and inspection costs. Applicable costs shall include but not be limited to materials, equipment rental, labor (including benefits) third party contracts

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*Each COUNTY'S jurisdiction of roads included with the scope of this Agreement shall be as follows:

Union County: Roads along the south line of Sections 31, 32, 33, 34 and 35, T71N, R31W; Sections 32, 33, 34, 35 and 36, T71N, R30W and Section 31, T71N, R29W.

Ringgold County: Roads along the north line of Section 1, T70N, R31W; Section 6, T70N, R30W; Sections 1, 2, 3, 4 and 5, T70N, R29W; Sections 3, 4, 5 and 6 T70N, R28W.

5. Major maintenance on roads wholly within one COUNTY and under the jurisdiction of the adjoining COUNTY shall be performed by the COUNTY within jurisdiction. Reimbursement shall be made upon proper itemized billing for the entire project costs excluding planning, surveying, engineering, contracting and inspection costs. Applicable costs shall include, but not limited to, materials, equipment rental, labor (including benefits) and third party contracts.
6. Each COUNTY shall acquire without reimbursement any right of way necessary for construction or maintenance that lies in their respective COUNTY. Right of way acquisition shall be made in a timely manner.
7. Approval and installation procedures for new driveways and entrances shall be the responsibility of the COUNTY with jurisdiction in accordance with the entrance policy of the COUNTY having jurisdiction.
8. 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.
9. All traffic control devices on roads included with the context of this Agreement shall comply with the current Signing Manual referenced under Administrative Rule 761, Chapter 130. Regulatory signs or devices shall be established by resolution of the COUNTY having jurisdiction.
10. 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.

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11. The COUNTY have jurisdiction shall inspect and post bridges in accordance with the National Bridge Inspection Standards.
12. 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.
13. 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.
14. Nothing in this Agreement shall be construed as to prohibit the Administrator from hiring a third party to perform any work associated with this Agreement.

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

Ringgold County, Iowa

BOARD OF SUPERVISORS

Ethel Campbell
CHAIR

James H. Jones

Kenneth Quirk

MEMBERS

ATTEST: Elaine Brawn
County Auditor

SIGNED THIS 20th DAY OF December, 1994.

Union County, Iowa

BOARD OF SUPERVISORS

Harold M. Lee
CHAIR

John Bradley

Roger L. Moore

Robert L. Brown

Michael J. King

MEMBERS

ATTEST: Donald King
County Auditor

SIGNED THIS 28th DAY OF NOVEMBER, 1994.

HIGHWAY AND TRANSPORTATION MAP UNION COUNTY IOWA

Prepared By
Iowa Department of Transportation
Phone 659-279-0283
In Cooperation With

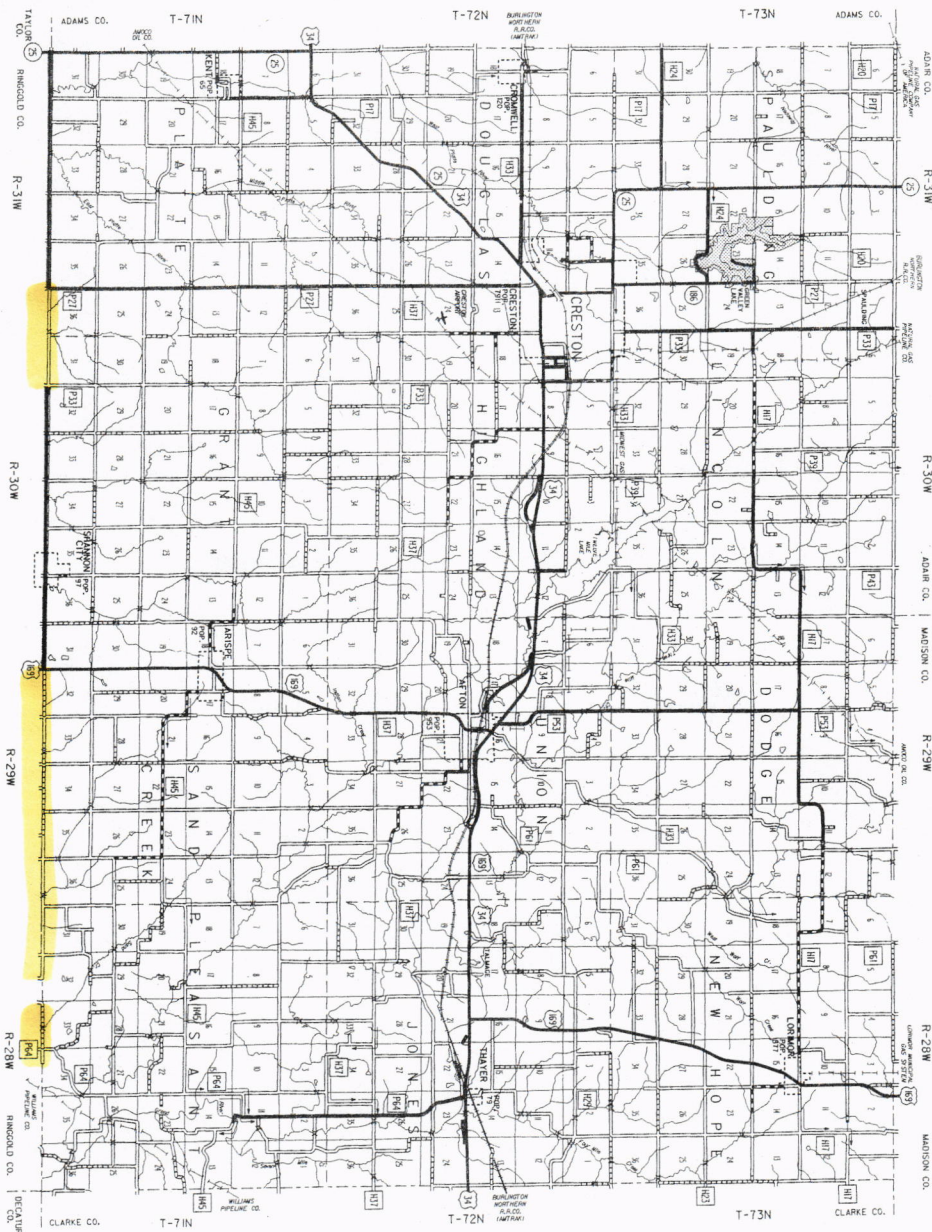
United States Department of Transportation

JANUARY 1, 1993



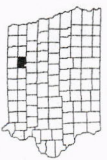
LEGEND

- PAVED HIGHWAY
- UNPAVED HIGHWAY
- INTERSTATE HIGHWAY
- STATE HIGHWAY
- COUNTY HIGHWAY
- RAILROAD
- WATERWAY
- BRIDGE
- STATE BOUNDARY
- COUNTY BOUNDARY
- SECTION LINE



**ROUTINE
MAINTENANCE
RESPONSIBILITY**

RINGGOLD
 UNION



Filed with the Secretary of State of Iowa

this _____ day of _____, 19____.

By _____

Title _____

Filed with the _____ County Recorder

this _____ day of _____, 19 ____.

Book _____, Page _____

By _____

Title _____

Filed with the Union County Recorder

this 22 day of December, 19 94.

Book 571, Page 071-075

By Jean Richardson

Title Union County Recorder

Administrator -- Code Section 28E.6(1)

Filing and Recording -- Code Section 28E.8