

MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA

✓ Prepared By: Todd R. Hagan, P.E., Madison County Engineer, 1105 E. Court Ave., Winterset, Iowa 50273, Telephone: (515) 462-1136

**28E AGREEMENT  
To Transfer Jurisdiction and Control of  
Farm to Market Extensions  
Within the City's Corporate Limits and  
Provide Service on Other City Streets**

COMPUTER	✓
RECORDED	✓
COMPARED	_____

This Agreement made and entered into by and between the City of Macksburg, Iowa, hereinafter referred to as the City, and Madison 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 of certain F-M extensions. The County will assume jurisdiction of other F-M extensions.
2. The F-M extensions to be included within the scope of this Agreement shall be shown on a map, and this 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 County accepts jurisdiction and control of certain F-M extensions, and accepts full responsibility for all maintenance, repair and construction of these F-M extensions. In accordance with Section 306.4 Iowa Code 2003 with Supplement 2004, F-M extensions under County jurisdiction will transfer back to the City when the City's population exceeds seven hundred fifty following census certification by the Secretary of State.
  - B. City responsibilities: Pursuant to this Agreement, the City accepts jurisdiction and control of certain F-M extensions, and accepts full responsibility for all maintenance, repair and construction of these F-M extensions including but not limited to:
    - (1) Road: Construction and repair of the roadway.
    - (2) Traffic Services: Provide regulatory and warning signing on certain F-M extensions, as well as stop signs on appropriate streets that intersect the F-M extensions under both City and County jurisdiction.
    - (3) Drainage: Maintain roadway drainage structures.
    - (4) Winter Maintenance: Plow and treat roadway surface 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 on F-M extensions under their jurisdiction. The County will establish speed limits on F-M extensions under their jurisdiction after consultation with the City.
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 F-M roads.
  - C. Administer the City's utility policy for any construction or maintenance within the right of way on F-M extensions under City jurisdiction.
  - 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 corporate limits on F-M extensions under both City and County jurisdictions.
  - G. Street Lights: The City will be responsible for all costs associated with street lights on both City and County F-M extensions.
  - H. Street Signs: The City will be responsible for maintenance and all costs with street signs on both City and County F-M extensions.
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 Mayor 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. The County shall perform maintenance on streets under the jurisdiction of the City:
  - A. Blade granular surfaced streets.
  - B. Granular resurfacing.
  - C. Snow removal.
  - D. Portland cement concrete patching.
  - E. Mowing shoulders.
  - F. Pavement markings and signs.
9. The City shall reimburse the County for:
  - A. On corporate line streets, one half (1/2) of the total cost of granular surfacing and pavement patching.
  - B. On other city streets within the corporate limits, all costs associated with the maintenance activity.


- C. The County shall bill the City for costs due on a quarterly basis. Additional billings for specific projects may be arranged jointly by the City and County.
  - D. Engineering and/or land surveying provided by the County will be discussed on a project basis. The City shall pay all costs.
10. This Agreement shall not prohibit the City or County from employing a private contractor to perform work associated with this Agreement.
11. In consideration of the duties outlined in this Agreement, the County will reimburse the City the proportional amount of the annual Road Use Tax Fund that is allocated for maintenance of the said F-M extensions under their jurisdiction. The proportional amount will be based on mileage and reimbursed once annually as follows:
- MACKSBURG: 0% Reimbursement
12. This Agreement commences July 2, 2004, and shall be in effect until jurisdiction of all F-M extensions are transferred to the City under section 3.A of this Agreement. However, this may be terminated if both parties mutually agree in writing to end the 28E Agreement.
13. 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.
14. 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.

MADISON COUNTY, IOWA


CITY OF MACKSBURG, IOWA

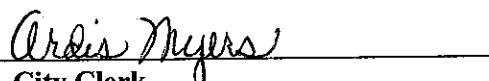
By   
Chairman, Board of Supervisors

By   
Mayor

Date 8-17-04

Date 7-5-04

Attest   
County Auditor

Attest   
City Clerk

- PRIMARY ROAD
- FARM-TO-MARKET EXTENSION (COUNTY JURISDICTION)
- FARM-TO-MARKET EXTENSION (CITY JURISDICTION)
- CORPORATE LINE STREETS
- CITY STREET

R-29W

# MACKSBURG

