AGREEMENT

This agreement made and entered into by and between Madison County, Iowa and Warren County, Iowa in accordance with the provisions of Chapter 28E and Section 309.68, 1985 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.

It is hereby AGREED as follows:

1. Each County's jurisdiction of the roads included within the scope of this AGREEMENT shall be shown in color code on Exhibit A, a map which is attached to and hereby becomes 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 shall be budgeted and programmed in the same year by both Counties. The cost of surveying, engineering, contracting, and inspection, as well as the actual construction costs shall be cost-shared as agreed between the two Counties.

3. Routine maintenance shall include surface blading and dragging, snow and ice removal, tile line repair, ditch cleaning, placement and maintenance of traffic control devices including signs, minor repair of bridges and culverts, spot patching of granular surfaced roadways, minor pavement repairs, shoulder and pavement edge rut repair, pavement marking, and other maintenance usually performed on secondary roads. The establishment of regulatory traffic control signs or devices shall be by resolution of the County in which the sign or device is located. Actual erection and maintenance shall be by the County with jurisdiction. The County with jurisdiction shall be responsible for routine maintenance without reimbursement. The cutting of trees and brush and the eradication of weeds shall be the responsibility of the County in which they are located.

4. Major maintenance shall include resurfacing, patching, edge rut repair, bridge and culvert repair, etc. in which material costs exceed $500.00 per mile (or per structure). After consultation with the adjoining County, the County with jurisdiction shall be responsible for major maintenance decisions and performance and shall be reimbursed upon proper itemized billing 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 and third party contracts.

5. Each County shall acquire without reimbursement any right of way necessary for construction or maintenance that lies in their respective County.

6. Approval and installation procedures for new driveways and entrances shall be the responsibility of the County in which the driveway or entrance is located.

Compared

1162

STATE OF IOWA, MADISON COUNTY, ss.

Inst. No. 1162 Filed for Record this 15 day of December 19 86 at 11:00 AM
Book 119 Page 762 Recording Fee none Mary E. Welty, Recorder, By Shirley G. Henry Deputy

3pgs.

7. It is agreed that the County of 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 of jurisdiction shall hold the other County harmless for all damages and costs related to the negligent acts or ommissions of the County lacking jurisdiction under this AGREEMENT.

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

9. This AGREEMENT may be terminated by either party upon written notification on or before July 1st 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.

10. The County Engineer of each County shall be the administrator for his 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 consultation in accordance with the provisions set forth herein.

11. Nothing in this AGREEMENT shall be construed to prohibit the Administrator from hiring a third party to perform any work associated with this AGREEMENT.

12. This AGREEMENT supersedes all previous County line agreements.

Signed this 17th day of December, 19 96.

MADISON County, Iowa

Board of Supervisors

Mary Newborn Chairman

Phillip Carlson

Jerry Knipp

ATTEST: Joan Ely
County Auditor

(Seal)

WARREN County, Iowa

Board of Supervisors

John D. Myers Chairman

Ruth Hardin

Bill Sanders

ATTEST: Beverly Dickerson
County Auditor

(Seal)

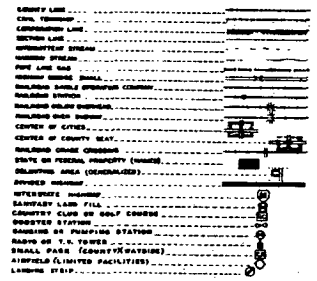
Highway and Transportation Map

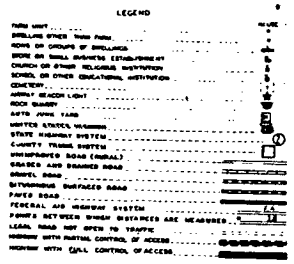
MADISON COUNTY
IOWA

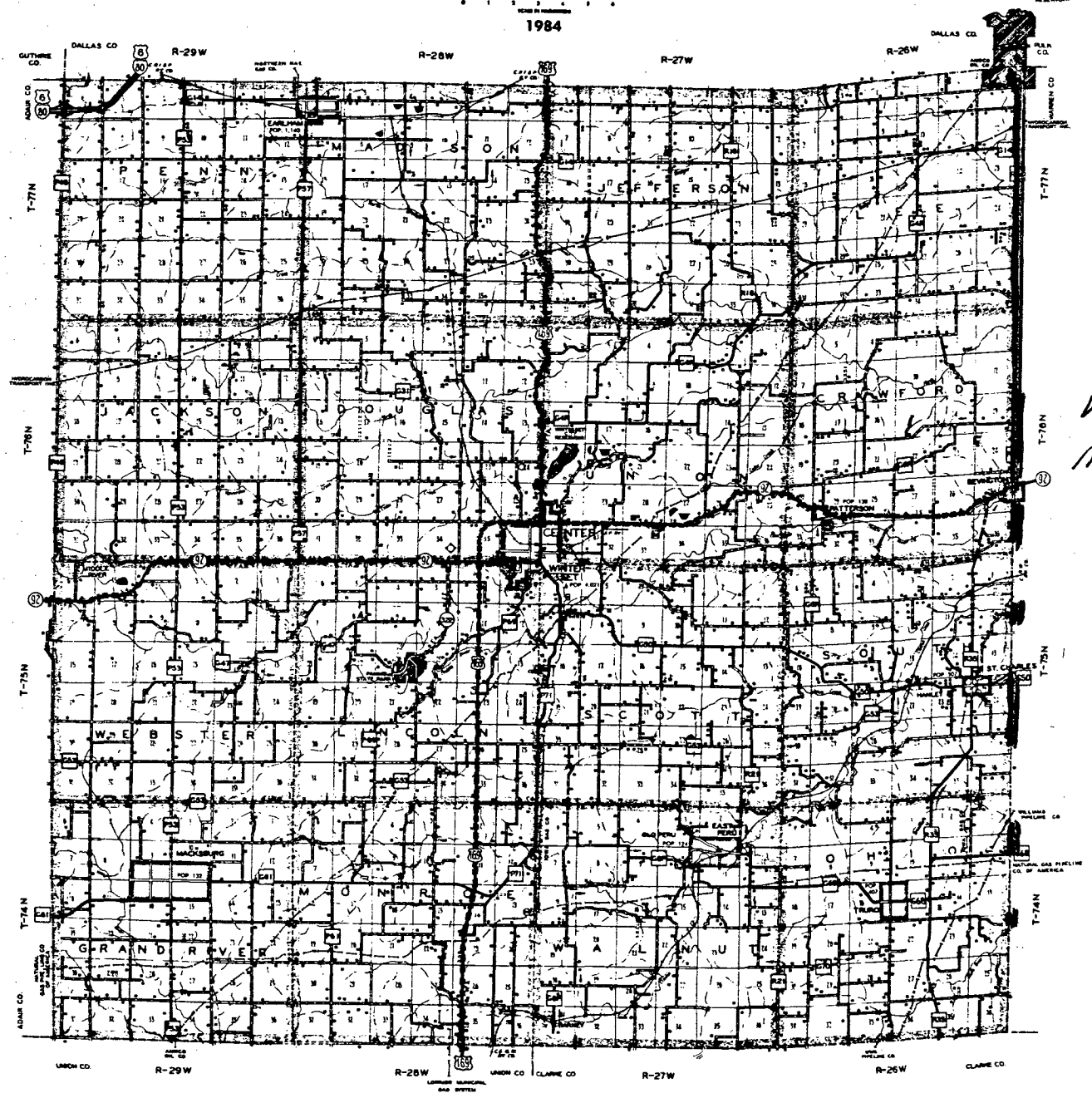
Prepared By
Iowa Department of Transportation
Phone (515) 239-1239
In Cooperation With
United States Department of Transportation

1984

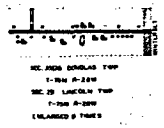
Exhibit A

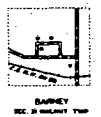


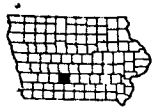


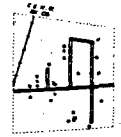












Warren Co.
Madison Co.

JANUARY 1, 1985

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