

Prepared by David Vestal, 501 SW 7<sup>th</sup> St., Des Moines, IA 50309 (515) 244-7181

### **28E Agreement Regarding Maintenance of Roads and Streets Within the City's Corporate Limits**

This agreement made and entered into by and between the City of Crawfordsville, Iowa, hereinafter referred to as the City, and Washington 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 the County enter into the following agreement in order to define the duties and responsibilities of each party regarding the maintenance, repair and minor reconstruction of the roads and streets located within the City's corporate limits.

1. The County and the City mutually desire to reach an equitable decision as to functions to be performed and the financial responsibility of each party concerning construction and maintenance of roads and streets. As a general rule the County will be responsible for the center 24 feet of roadway and the City will be responsible for the right of way outside the center 24 feet of roadway.
2. The roads and streets to be included within the scope of this agreement shall be as shown on the attached map which shall become a part of this agreement and shall be described as follows:
  - A. Columbus Street (F-M extension of County G-6W) from the West corporation line of the City of Crawfordsville, Iowa, thence East 0.74 miles to U.S. Highway 218.
  - B. Main Street (F-M Extension of County W64 (Old 218)) from the South corporation line thence North 0.54 miles to the North corporation line of the City of Crawfordsville, Iowa.
3. Responsibilities for maintenance of roads and streets under this agreement will be as follows:
  - A. County responsibilities for Columbus Street and Main Street as listed in Paragraph 2:
    1. Pavement and Surfacing: Maintain and repair the center 24 feet of the roadway.
    2. Traffic Services: Provide regulatory and warning signing on the roads and streets as well as stop signs on appropriate streets that intersect the roadway. Provide pavement marking for traffic lanes on the center 24 feet of roadway, if required.
    3. Drainage: Maintain clear surface drainage to and through drainage structures (except storm sewers) within the center 24 feet of the roadway.
    4. Winter Maintenance: Plow and treat pavement and bridges within the center 24 feet of roadway pursuant to Washington County policy. Plowed snow will be deposited alongside the roadway and Washington County will not be responsible for the removal of this snow.
    5. Vehicular Bridges: Perform structural maintenance as necessary and inspection and posting according to National Bridge Inspection Standards.
    6. Maintain and repair guardrail, pavement shoulders and edge rutting pursuant to the County Policy.

B. City of Crawfordsville responsibilities for Columbus Street and Main Street as listed in Paragraph 2.

1. Pavement and Surfacing: Maintain and repair outside the center 24 feet of the roadway. Maintain and repair the center 24 feet of the roadway at new utility cuts.
  2. Traffic Services: Paint stop lines and crosswalks at streets intersecting the roads and street if required. Paint parking stalls and maintain any other traffic marking located outside the center 24 feet of the roadway. Maintain, repair and provide energy to traffic signals and street lighting.
  3. Drainage: Maintain and repair storm sewers, manholes, intakes and catch basins used for collection and disposal of surface drainage.
  4. Winter Maintenance: Clear from all areas outside the center 24 feet of the roadway as well as from sidewalks as per City policy.
  5. Maintain right of way outside center 24 feet of the roadway including sidewalks as per City policy.
  6. Clean, sweep and wash streets when considered necessary by the City.
  7. Remove trees as necessary.
4. All traffic control devices shall conform to the "Manual on Uniform Traffic Control Devices." Washington County shall establish speed limits in consultation with the City and on the basis of an engineering and traffic investigation.
5. The County and City further agree:
- A. To 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 or as per Section 319.10 of the Code of Iowa.
  - B. To comply with all current statutes and regulations pertaining to over length and over weight vehicles using the County roads.
  - C. To comply with Washington County's utility policy by requiring a Washington County permit for any construction or maintenance within the right of way.
  - D. To comply with Washington County's access control policy by requiring a County permit for any change to an existing entrance or for the construction of a new entrance.
  - E. That any damage settlement for the roadway caused by Iowa DOT detours or haul Roads shall be negotiated with the Iowa DOT by Washington County and paid to Washington County.
  - F. That the County shall pay any Drainage District Assessments levied against the roadway within the City.
  - G. That any major construction initiated by either party shall be covered by a separate agreement. Major construction may include pavement resurfacing, rehabilitation or reconstruction as well as repair or replacement of vehicular bridges.
  - H. That each party shall provide, without reimbursement, any existing right of way within their respective jurisdiction that is necessary for construction or maintenance.
  - I. That the City retains ownership of any underground utilities that are currently within their jurisdiction.
6. Each party will entirely finance any obligation that is undertaken herein. No real or personal property acquired by either party will be subject to this agreement.
7. The Washington County Engineer shall administer this agreement as per Section 28E.6 of the Code of Iowa and in consultation with the Boards of Supervisors and the City Council.
8. This agreement shall not prohibit either party from employing a private contractor to perform work associated with this agreement.

9. In consideration of the duties outlined in this agreement, Washington County will retain 100% of the annual Road Use Tax Fund that is allocated for maintenance of the F-M extension.
10. This agreement shall be in effect until July 1, 2005 and will automatically renew annually for a period of one year unless terminated sooner as provided in Paragraph 11.
11. Any party may terminate this agreement upon written notice to the other parties not later than January 10th of a given year. Said termination may occur no earlier than July 1<sup>st</sup> following the notice.
12. 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.
13. 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.

For WASHINGTON COUNTY

By Robert L. Stout  
Chair, Board of Supervisors

Date 9-28-04

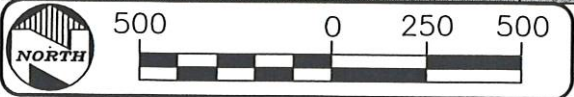
Attest William C. [Signature]  
County Auditor

For the CITY OF CRAWFORDSVILLE

By Tom Conrad  
Mayor

Date 9-21-04

Attest John S. Hamil  
City Clerk



FILE: *Crawfordsville 28-E Map.dwg*  
 PROJ NAME:  
 PROJ NUMBER:

LOCATION: <i>City of Crawfordsville</i>	STATE: <i>IOWA</i>	DATE: <i>09/07/04</i>	DRAWN BY: <i>DRP</i>
DESCRIPTION:	COUNTY: <i>WASHINGTON</i>	FISCAL YEAR: <i>2004</i>	CHECKED BY: <i>LJM</i>
	FHWA REGION: <i>7</i>	SCALE: <i>1:500</i>	SHEET <i>1 OF 1</i>