

SCOTT COUNTY ENGINEER'S OFFICE

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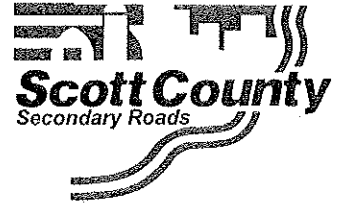
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FE-4

1-18-11



JON R. BURGSTRUM, P.E.
County Engineer

ANGELA K. KERSTEN, P. E.
Assistant County Engineer

BECKY WILKISON
Administrative Assistant

MEMO

TO: Dee F. Bruemmer
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: 28E Agreement with the City of New Liberty

DATE: January 20, 2011

Resolution approving the 28E Agreement between Scott County and the City of New Liberty, Iowa for responsibility of FM extensions inside the corporate limits of the City of New Liberty be approved. This agreement to be in effect as of January 1, 2011 and rescinds the previous Farm to Market 28E agreement dated May 20, 2004.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

January 20, 2011

APPROVAL OF 28E AGREEMENT BETWEEN SCOTT COUNTY, IOWA AND THE
CITY OF NEW LIBERTY, IOWA.

BE IT RESOLVED by the Scott County Board of Supervisors
as follows:

Section 1. That the 28E Agreement between Scott
County, Iowa and the City of New Liberty, Iowa for
responsibility of FM extensions inside the corporate
limits of the City of New Liberty be approved. This
agreement to be in effect as of January 1, 2011 and
rescinds the previous Farm to Market 28E agreement
dated May 20, 2004.

Section 2. That the Chairman be authorized to sign
the Agreement on behalf of the Board.

Section 3. That this resolution shall take effect
immediately.

**28E AGREEMENT REGARDING
MAINTENANCE OF FARM TO MARKET EXTENSION(S) WITHIN
THE CITY'S CORPORATE LIMITS**

This agreement made and entered into by and between the City of New Liberty, Iowa, hereinafter referred to as the City, and Scott 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 in order to define the duties and responsibilities of each party regarding the maintenance, repair and minor reconstruction of the Farm to Market extensions located within the City's corporate limits ("F-M extensions").

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 F-M extension(s). As a general rule the County will be responsible for the center 22 feet of roadway and the City will be responsible for the right of way outside the center 22 feet of roadway.

2. The roads and streets to be included within the scope of this agreement shall be listed by description and shown on a map, which shall be attached to and become a part of this agreement.

3. Responsibilities for maintenance of F-M extension(s) under this agreement will be as follows:
 - A. County Responsibilities:
 1. Pavement: Maintain and repair the center 22 feet of the roadway.
 2. Traffic Services: Provide regulatory and warning signing on F-M extension(s) as well as stop signs on appropriate streets that intersect the roadway. Provide pavement marking for traffic lanes on the center 22 feet of roadway.

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 Responsibilities:

1. Pavement: Maintain and repair outside the center 22 feet of the roadway.
2. Traffic Services: Paint stop lines and crosswalks at streets intersecting the F-M extension(s) if required. Paint parking stalls and maintain any other traffic marking located outside the center 22 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 22 feet of the roadway as well as from sidewalks as per City policy.
5. Maintain right of way outside center 22 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." The 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:

- C. To comply with the County's utility policy by requiring a County permit for any construction or maintenance within the right of way.
- D. To comply with the 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 the County and paid to the 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 County Engineer shall administer this agreement as per Section 28E.6 of the Code of Iowa and in consultation with the Board 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.

11. Either party may terminate this agreement upon written notice to the other party not later than January 10th of a given year. Said termination may occur no earlier than July 1st 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 SCOTT COUNTY:

For the CITY OF New Liberty

By _____
Chair, board of Supervisors

By Raymond Gault
Mayor

Date: _____

Date 1-9-11

Attest _____
County Auditor

Attest Nancy Doney
City Clerk