

**SCOTT COUNTY ENGINEER'S OFFICE**

500 West Fourth Street  
Davenport, Iowa 52801-1106

(563) 326-8640  
FAX – (563) 326-8257  
E-MAIL - [engineer@scottcountyiowa.com](mailto:engineer@scottcountyiowa.com)  
WEB SITE - [www.scottcountyiowa.com](http://www.scottcountyiowa.com)



**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 LeClaire, Iowa.

DATE: September 10, 2013

Resolution approving a 28E Agreement between Scott County and the City of LeClaire for maintenance on 205<sup>th</sup> St and 258<sup>th</sup> Ave. in Scott County and 26<sup>th</sup> St. in LeClaire.

205<sup>th</sup> St and 26<sup>th</sup> St. are border roads between Scott County and the City of LeClaire. The 28E agreement describes which sections each municipality is responsible for and the extent of the maintenance responsibility. The agreement states that the City will do winter maintenance in Woods in Fox Hollow Subdivision (258<sup>th</sup> Ave.) and the County will do summer and winter maintenance on 205<sup>th</sup> St. and 26<sup>th</sup> St. This works well for us because our Motorgrader route is adjacent to 205<sup>th</sup> and 26<sup>th</sup> Streets and we need to drive through LeClaire to get to the subdivision. LeClaire drives right past the subdivision during snow removal so it is convenient for them also.

INTERGOVERNMENTAL AGREEMENT  
MAINTENANCE OF BORDERLINE ROADS  
WITH AND BETWEEN  
THE CITY OF LE CLAIRE AND SCOTT COUNTY

This Agreement made by and between Scott County, Iowa, a political subdivision of the State of Iowa, acting through its Board of Supervisors, hereinafter referred to as the "County" and the incorporated City of Le Claire, acting by and through its Council, hereinafter referred to as the "City".

In the interest of intergovernmental cooperation and in the interest of economy, this agreement is being made to delineate the maintenance responsibilities of the County and the City on all borderline and borderline extended roads and streets. Further, under Iowa Code, the City is responsible for all roads and streets within the city limits and the County is responsible for all roads outside the city limits; unless a formal agreement is made between the County Board of Supervisors and the City Council specifying the items of responsibility and terms. (Chapter 28E) The purpose of this agreement is to lay down responsibilities by delineating which sections of roads shall be maintained by the City and the County. The above noted delineation is to be done on an equitable basis and is to cover all noted roads without respect to actual corporation limits or lines.

WITNESSETH:

WHEREAS, there are a number of roads that border the city limits of Le Claire and Scott County, and

WHEREAS, there are a number of roads that are municipal extensions of county roads under the jurisdiction of the City of Le Claire and subject to the municipal ordinances of the City, and,

WHEREAS, the Code of Iowa (Section 314.5) and the Constitution of the State of Iowa as Amended permits the County to perform such maintenance functions as may be mutually agreed upon the extensions of secondary roads within the City, and

WHEREAS, Chapter 28E of the Code of Iowa provides for the joint exercise of governmental powers in providing public services, and

WHEREAS, the City and the County desire to enter into an agreement to provide for the maintenance of County and Municipal extensions and borderline roads and streets combined with the division of responsibilities for such road maintenance.

IT IS THEREFORE STIPULATED AND AGREED between the City and County hereto as follows:

A. Definition of Winter, Summer and Other Maintenance:

1. Winter Maintenance - Snow removal and ice control including chemicals and abrasives.
2. Summer/General Maintenance - Surface blading, leveling and reshaping of crushed rock surfaces and shoulders; Placing of necessary additional rock and blading of surfaces and shoulders; Roadside weed and brush control.

B. COUNTY MAINTENANCE

The County will also perform both summer and winter maintenance on the following roads which are all or partially inside the Le Claire City Limits. (YELLOW on map)

- 1) 205th St. (Holland St.) from N 26<sup>th</sup> St east to 270th St.
- 2) N 26<sup>th</sup> St from 205<sup>th</sup> St. south to Wisconsin St.

C. CITY MAINTENANCE

The City will perform only winter maintenance on the following roads which are all or partially inside the County. (GREEN on map)

- 1) 258<sup>th</sup> Ave. From Forrest Grove Road to 195<sup>th</sup> St.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto as follows:

For the purposes of handling citizen concerns, questions or complaints, it shall be the responsibility of the County or City, whichever is contacted, to follow-up on a citizen inquiry regardless of the citizen place of residence and if necessary, to contact the other jurisdiction to pass on the information to the appropriate authority. (See Addendum I for more detailed information on administrative procedures and policy).

NOTE: Dust control permits (oil or chloride) for individual property owners shall be issued and administered by the agency who has the responsibility for summer general maintenance for the section of road involved. This will also apply to permits for driveway installations.

The County and the City hereby agree to indemnify and hold harmless the other party and its elected officials, agents and employees from any and all claims, demands and liability and causes of action of any type arising out of or resulting from maintenance performed or lack of the same by either party.

This Agreement shall be binding and shall supersede any and all previous agreements between the City and County made for the purpose of road maintenance responsibilities.

This Agreement shall be automatically renewed at the end of each anniversary date unless terminated by either party in writing 30 days prior to said date.

CITY OF LE CLAIRE

SCOTT COUNTY BOARD OF SUPERVISORS

By \_\_\_\_\_  
Mayor, City of Le Claire

\_\_\_\_\_  
Chair

Attested by \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Auditor

Dated this \_\_\_\_\_ day  
of \_\_\_\_\_, 2013

Dated this \_\_\_\_\_ day  
of \_\_\_\_\_, 2013

## A D D E N D U M I

### ADMINISTRATIVE POLICY AND PROCEDURES

It is felt by both parties that this maintenance agreement is the most reasonable vehicle to solve our borderline road situations in an efficient manner. Recognizing that there are certain inherent problems, both parties feel it is important to reaffirm the concept of shared maintenance responsibilities along our boundaries.

As a part of this concept, it is acknowledged that the City and County policies on road maintenance have certain basic differences, and therefore, different results can be expected from time to time. This is evidenced by the fact that certain borderline roads covered by the agreement are at the far reaches of the city and necessarily will not receive as prompt attention as roads closer to the center of the city. Conversely, some of the roads covered by the agreement are very close to the County's base of operations and will generally receive more prompt attention. It is therefore important to all parties involved, including both elected and appointed officials, that an understanding of these inherent differences be acknowledged and accepted. However, all parties should also acknowledge that this maintenance agreement is still the most effective vehicle to provide the required services on our borderline roads.

Recognizing the issues noted above, all parties involved in the agreement should refrain from blaming the other governmental agency when problems or complaints are brought to our attention.

Both agencies should pledge not to engage in the practice of "buck passing" in the administration of the agreement and all efforts should be put forth to handle complaints in a responsible manner.

All complaints or requests for services should be handled in the following manner. When a complaint or request for services is received by the City about conditions on a road maintained by the County, the message will be noted in detail with names, addresses and phone numbers promptly conveyed to the proper county official. The party or parties making the complaint or request shall be informed of this procedure and told that the information will be relayed to the proper official. Conversely, any complaints or requests for services received by the County about conditions on a road maintained by the City shall be handled in a similar manner. Citizens should not be required to make two telephone calls nor should they simply be referred to the other jurisdiction. If it is necessary to recontact the party or parties making the complaint or request for services, the agency responsible for the maintenance on that section of road will provide the necessary follow-up.

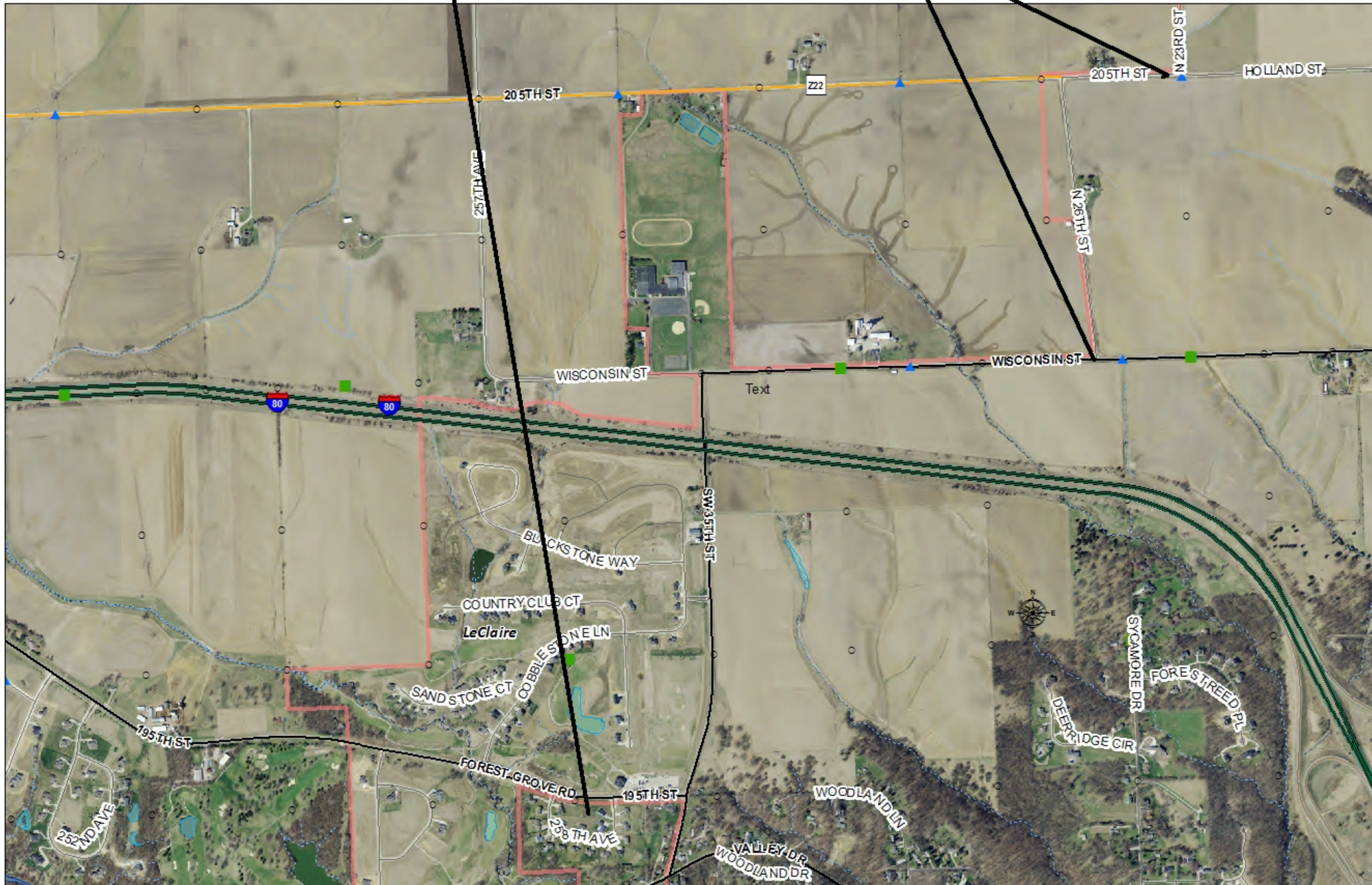
In all cases, both parties to the agreement shall work harmoniously in the administration of the agreement and should not be critical of the other agency's policies, procedures or performance.

It is advisable that the citizen involved be informed and have a clear understanding concerning the terms and conditions regarding the maintenance agreement.



# LeClaire Maintenance

# Scott County Maintenance





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

September 12, 2013

APPROVAL OF THE MEMORANDUM OF AGREEMENT WITH THE CITY OF LECLAIRE  
FOR MAINTENANCE ON BORDER ROADS.

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

Section 1. That the 28E Agreement between the  
City of LeClaire and Scott County for  
maintenance on 205<sup>th</sup> St., 26<sup>th</sup> St and 258<sup>th</sup> Ave.  
be approved.

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

Section 3. That this resolution shall take effect  
immediately.