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Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302, (319)892-6400  
Return To: Linn County Auditor, 935 2<sup>nd</sup> Street SE, Cedar Rapids, IA 52404, (319)892-5300

**ROAD MAINTENANCE AND SNOW & ICE CONTROL AGREEMENT  
COUNTY OF DELAWARE AND  
LINN COUNTY SECONDARY ROAD DEPARTMENT**

WHEREAS, for the benefit of the traveling public and the mutual benefit of the Delaware County, Iowa and Linn County, Iowa, and

WHEREAS, to effectively deal with common street and road maintenance problems which occur on shared portions and are considered to be of a normal and routine nature, to enhance consistency of related traffic control measures and to provide a more cost effective maintenance program, and

WHEREAS, to effectively deal with the common problem of snow removal and ice control on road surfaces and to promote the safer flow of traffic;

NOW THEREFORE, Delaware County, Iowa (Delaware County) and Linn County, Iowa (Linn County) herewith enter into agreement for maintenance and upkeep of roads and for snow and ice control on those roads as listed and shown on attached Exhibits and under the provisions hereinafter stated.

**MAINTENANCE**

Delaware County shall provide normal and routine maintenance on Linn County portions of roads indicated. Linn County shall provide normal and routine maintenance on Delaware County portions of roads indicated. For the purpose of this agreement, normal and routine maintenance shall include the work listed below. If the work item is deemed above and beyond normal and routine maintenance as determined by the maintenance County, the work item(s) shall be completed by project agreement and negotiated separately.

- minor ditch cleaning
- granular surface grading & spot rocking
- shoulder repair (No additional rock required)
- minor surface repairs such as crack sealing or pothole repair
- debris removal, illegal dumping clean up and dead animal disposal
- mowing – any and all mowing along County secondary roads shall be in accordance with Iowa Code 314.17
- tree and shrub removal (10' from the edge of the road, minimum)
- tree-trimming (16' vertical and 16' horizontal from the centerline of the road. All trimming to follow ANSI A-300 Pruning standards)
- pavement markings
- sweeping
- sign repairs
- minor bridge repair and culvert repair shall be the responsibility of the jurisdiction assigned that section of road

Each party shall control their maintenance operations as required by their respective policies and employees are to be covered by their own employer's insurance. It is the intent of this agreement that both parties shall act responsibly and promptly, taking into account its own rules and tempering its response according to type and severity of the maintenance issues that arise.

Normal and routine maintenance does not include the following work items:

- paving
- seal coating
- rock surfacing
- shoulder rock
- full depth patching and grading
- bridge and culvert rehabilitation or replacement
- weed control or eradication – all county roadside areas are included in Linn County's integrated roadside vegetation management plan

These work items are to be negotiated separately between either jurisdictions department heads or designees. If the proposed work exceeds \$5,000 a maintenance project agreement shall be completed and shall be approved by the respective Boards prior to completion of the work.

It shall be the responsibility of each jurisdiction to erect and maintain signs deemed appropriate within road segments where they have maintenance jurisdiction control.

The cost of resurfacing rock surfaced roads shall be paid for by the owner County. The County responsible for the maintenance of the segments shall communicate with the owner County as to the amount of rock resurfacing requested and the method of placement.

Dust Control shall be permitted by the jurisdiction that has maintenance jurisdiction control. Residents who wish to obtain dust control must obtain a permit from the entity with maintenance jurisdiction control

Work within right-of-way permits must be applied for through the jurisdiction that has maintenance control and must follow said jurisdictions policies and standards. Entrance permits must be obtained through the jurisdiction where the property is located. Notification of approved entrance permits along shared roads must be forwarded to the jurisdiction that has maintenance control.

Linn County shall be responsible for completing bridge inspections for all Linn/Delaware shared county line bridges in accordance with the National Bridge Inspections Standards (NBIS) and Iowa Department of Transportation (IDOT) Instructional Memorandum (IM) 7.020. These bridges include the following:

- 1) Bridge #222951 (Jackson 1496 or 1496)
  - a. 120' X 25' Timber bridge with timber slab on Linn-Delaware Rd.
- 2) Bridge #363720 (Jackson 372 or 372)
  - a. 36' X 28' Concrete bridge with concrete slab on Linn-Delaware Rd.
- 3) Bridge #140010 (Boulder 841 or 841)

- a. 39' X 28' triple cell concrete box culvert on Linn-Delaware Rd.

## CONSTRUCTION

- Both jurisdictions shall approve plans and specifications before contracts are let or construction begins.
- The cost of all new construction, regardless of type, shall be borne based on jurisdictional limits.
- The planning and project administration of this construction shall be the responsibility of the jurisdiction that has the maintenance responsibility for the segment.
- A 7.5% project administration fee shall be included with the project invoice. The 7.5% fee applies to project costs within said jurisdiction.
- Each jurisdiction is to acquire rights-of-way within its own respective boundaries, as required.

Each County as deemed necessary shall provide snow and ice control on the other's portion of the routes as listed and as shown on the attached. Each party shall control their operations as directed by their individual winter maintenance policies. It is the intent of this agreement that both parties shall act responsibly and promptly, taking into account their policy and the type, severity, and duration of the storm.

Requests for additional snow and ice control on roads within any unincorporated areas may be considered by Linn County, and Linn County shall be reimbursed from Delaware County for the reasonable cost of this service. The requested additional work may be performed after Linn County has completed its regularly scheduled work outside of the unincorporated area. The routes listed in this agreement may be reviewed periodically by each County.

Requests for additional snow and ice control on roads within the unincorporated area may be considered by Delaware County, and Delaware County shall be reimbursed from Linn County for the reasonable cost of this service. The requested additional work may be performed after Delaware County has completed its regularly scheduled work inside the unincorporated area. The routes listed in this agreement may be reviewed periodically by each County.

Each County agrees to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against either County or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.

Each County agrees to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the either County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.

This agreement shall supersede any previous shared road maintenance and snow & ice control agreements and be in effect from the date of approval by the Delaware County Board of Supervisors and the Linn County Board of Supervisors and shall remain in effect until 30 days following either party providing a written notice for termination.

This agreement as hereby entered into by both parties is executed in three copies, either of which constitutes the original.

For Delaware County, Iowa dated this 7<sup>th</sup> day of March, 2022

For Linn County, Iowa dated this 16 day of March, 2022

Reviewed by Linn County Engineer

Brad Ketels  
Brad Ketels, P.E.

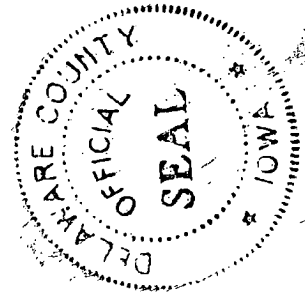
DELAWARE COUNTY BOARD OF SUPERVISORS

Shirley E. Helmrichs  
Chairperson

Jeff Miller  
Vice Chairperson

Tom G. Smith  
Supervisor

ATTEST: Carol Beck  
Delaware County Auditor



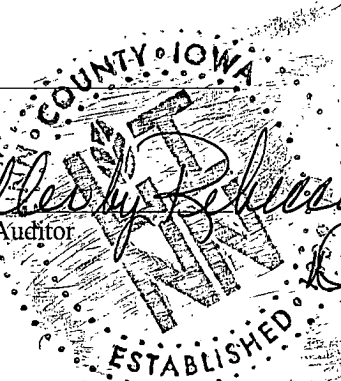
LINN COUNTY BOARD OF SUPERVISORS

Joel Miller  
Chairperson

Joel Miller  
Vice Chairperson

Joel Miller  
Supervisor

ATTEST: Joel Miller  
Linn County Auditor



**EXHIBIT A - Snow & Ice and Shared Road Maintenance Agreement**  
**LINN COUNTY & DELAWARE COUNTY**

For services other than those listed below, Delaware County will be billed for the cost of operations requested within its jurisdiction in accordance with the current rates (copy available from the Engineer's Office) and/or actual costs. Linn County will pay Delaware County for any pre-approved assistance at actual cost.

Delaware County may operate on Linn County roads as required to augment county services, turn around and/or provide access to county facilities.

Linn County will provide snow & ice control and road maintenance on the following:

Road Name	From	To	Length (ft)	Notes
1 Linn-Delaware Rd.	Sutton/Delaware-Buchanan Ave.	130th Ave	15,726	
2 Linn-Delaware Rd.	Prairieburg Rd/190th Ave.	Linn-Jones Rd/220th Ave.	15,941	
Total:			31,667	

Delaware County will provide snow & ice control and road maintenance on the following:

Road Name	From	To	Length (ft)	Notes
1 Linn-Delaware Rd.	130th Ave.	190th Ave/Prairieburg Rd	31,526	
Total:			31,526	