

RESOLUTION 2025-08

**RESOLUTION APPROVING A 28E AGREEMENT WITH JOHNSON COUNTY
REGARDING THE CEDAR-JOHNSON ROAD IMPROVEMENTS**

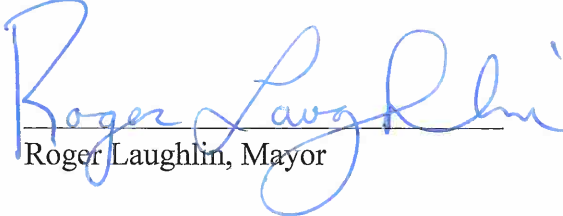
WHEREAS, the City of West Branch is preparing to let improvements for Cedar-Johnson Road, said right-of-way being located in the City and unincorporated Johnson County; and

WHEREAS, the City and Johnson County have agreed to enter into a 28E Agreement whereby Johnson County will allow for construction and the extension of the West Branch Urban Renewal Area into unincorporated Johnson County, declaring said right-of-way to be an "area of operation" pursuant to Section 403.17(4) of the Code of Iowa; and

WHEREAS, the parties have negotiated a 28E Agreement which outlines the obligations of each party as it pertains to the maintenance of the project.

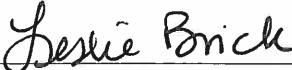
NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the aforementioned 28E Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute the agreement on behalf of the City.

Passed and approved this 3rd day of February, 2025.



Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk

28E Agreement for the Sharing of Maintenance Responsibilities of Certain Roads By Johnson County and the City of West Branch

1. Parties: This Agreement is made and entered into by and between Johnson County, Iowa (“County”) and the City of West Branch (“City”), (collectively “the Parties”), pursuant to Iowa Code Chapter 28E.12 (2023).

2. Recitals:

WHEREAS both the City and County are public agencies as defined by Section 28E.2 of the Code of Iowa (2023); and

WHEREAS, the City and County previously entered into a 28E Agreement regarding the construction of the roundabout at the intersection of Johnson County Road No. F44 (Herbert Hoover Highway NE) and W. Main Street (City of West Branch) and Cedar-Johnson Road (the “Project”); and

WHEREAS, the parties hereto desire to outline the rights and responsibilities of each party as it pertains to the maintenance and reconstruction of various streets abutting the City and County; and

WHEREAS, the City has proposed to reconstruct Cedar-Johnson Road from the northerly terminus of the Project to the north City limits with said construction occurring in one or more phases; and

WHEREAS, the westerly half of the Cedar-Johnson Road right-of-way is located in unincorporated Johnson County; and

WHEREAS, pursuant to a previous maintenance agreement, the City is responsible for all maintenance/reconstruction on Cedar-Johnson Road north of the Project boundaries to the north city limits; and

WHEREAS, the City and the County wish to enter into an agreement relating to the maintenance of Cedar-Johnson Road and for the maintenance of 350th Street N.E.

IT IS NOW AGREED that, in consideration of the mutual promises and agreements herein contained and upon the following terms and conditions, the City and the County enter into this Agreement providing for cooperative action regarding the proposed reconstruction of Cedar Johnson Road.

3. **Purpose:** The purpose of this Agreement is to outline the maintenance responsibilities for the portion of Cedar-Johnson Road located north and south of the Project; the Project; and 350th Street N.E.
4. **Consideration:** The mutual consideration herein is the agreement of maintenance responsibilities for areas where the entire right-of-way is not clearly located within a single jurisdiction.
5. **No Separate Legal Entity:** No separate legal entity is created by this Agreement.
6. **Administration:** The Johnson County Board of Supervisors, through its Secondary Roads Department, shall administer the County's duties and responsibilities herein. The City Council of West Branch shall administer the City's duties and responsibilities herein.
7. **Filing:** The City shall be responsible for filing this Agreement with the Secretary of State pursuant to Iowa Code § 28E.2 (2023) once it is fully executed.
8. **Cedar-Johnson Road:** In order to assist the City in reconstruction of Cedar-Johnson Road located north of said Project boundaries as an Urban Renewal Project pursuant to Section 403.6 of the Code of Iowa (2023), the County, by execution of this Agreement, hereby consents to the inclusion of the property to be part of the City's "area of operation" pursuant to Section 403.17(4) of the Code of Iowa (2023).

Upon execution of this Agreement, the City shall have the sole responsibility of maintaining Cedar-Johnson Road north of the Project to the north city limits.

County shall be solely responsible for the maintenance of the Level B portion of Cedar-Johnson Road located south of the Project. The City may place gravel surfacing at their discretion to improve access; however, this will not constitute a change in the classification of this portion as a Level B Road.

9. **Maintenance of Roundabout.** Upon execution of this Agreement, the City shall be solely responsible for the routine maintenance of the Project, which specifically includes any portion of the Project located in unincorporated Johnson County. Said routine maintenance responsibilities shall include, but not be limited to, maintenance of the curb and paving improvements, signage, landscaping, lighting improvements (including the payment of electricity for said lighting), pavement markings, snow removal and mowing. County will continue to maintain any signage on County Road F44 located west of the roundabout. Reconstruction or repair costs for those parts of the Project located in unincorporated Johnson County exceeding \$5,000 will be discussed with the County prior to conducting the repairs, the cost of which repairs will be the County's responsibility.
10. **350th Street N.E.** Upon execution of this Agreement, the parties have agreed to the following obligations as it pertains to 350th Street N.E. and its intersection with Cedar-Johnson Road.

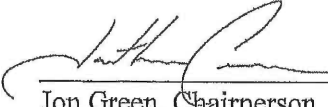
- a) The City shall maintain of the entire intersection of 350th Street N.E. and Cedar-Johnson Road, which shall include any signage and pavement markings used for the intersection.
 - b) The City shall be responsible for plowing snow on 350th Street N.E. from its intersection with Cedar-Johnson Road to the westerly line of Lot 30, Golf View Heights, Part Two, West Branch, Iowa.
 - c) The City shall continue to provide mowing services on the south side of 350th Street N.E. until its intersection with Cedar-Johnson Road.
 - d) The parties agree that there is a culvert located near the intersection of 350th Street N.E. and Cedar-Johnson Road. The parties expressly agree that the County shall provide routine maintenance for said culvert, however, if the parties agree that the culvert needs to be repaired and/or replaced and the costs of such repair and/or replacement does not exceed \$8,000, the parties agree to split the costs of said repair and/or replacement. In the event that the cost estimate exceeds \$8,000 for said repair and/or replacement, the parties agree to negotiate with one another in good faith for the cost-sharing of said repair and/or replacement which will need additional approval of the Johnson County Board of Supervisors and the West Branch City Council.
- 11. Effective date:** This Agreement shall be effective when approved and signed by the Johnson County Board of Supervisors and the City Council of West Branch and filed with the Secretary of State as provided in Chapter 28E.8 of the Code of Iowa (2023).
- 12. Duration:** This Agreement shall continue in force until such time as a subsequent agreement supersedes this Agreement or whether one party terminates the agreement by giving written notice of the same no less than 365 days prior to the date of termination.
- 13. Interpretation and enforcement:** Interpretation and enforcement of the Agreement shall be in accordance with Iowa law, Chapter 28E of the Code of Iowa (2023), and statutes respecting the rights and responsibilities of the political subdivisions.
- 14. Dispute resolution:** The parties acknowledge their mutual desire to implement the terms of this Agreement. The parties therefore agree to work diligently and negotiate in good faith to reach any agreements necessary to secure completion of the proposed improvements. Matters in dispute or subject to interpretation shall be first submitted to the parties for resolution prior to either party pursuing administrative or judicial remedies. In the event such matters must be submitted to the parties, they shall be submitted specifically to the City Engineer, as representative for the City, and to the County Engineer, as representative for the County, who will both make a good faith effort to resolve the dispute.
- 15. Amendment:** This Agreement contains the entire Agreement between the Parties hereto and may be amended only in writing which is executed by the County and the City.
- 16. Severability:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. Notices: Any notice under this Agreement shall be in writing. Notices to the City shall be addressed to: City Clerk, City of West Branch, 110 N. Poplar Street, West Branch, Iowa 52358. Notices to the County shall be addressed to: Chairperson, Johnson County Board of Supervisors, 913 S. Dubuque Street, Iowa City, Iowa 52240.

[signatures on following page]


JOHNSON COUNTY

This Agreement was approved by official action of the Johnson County Board of Supervisors in official session on the 27th day of February, 2025.



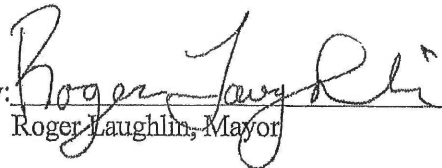
Jon Green, Chairperson
Johnson County Board of Supervisors

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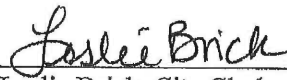
ATTEST: 

Julie Persons, County Auditor

CITY OF WEST BRANCH:

By: 

Roger Laughlin, Mayor

ATTEST: 

Leslie Brick, City Clerk

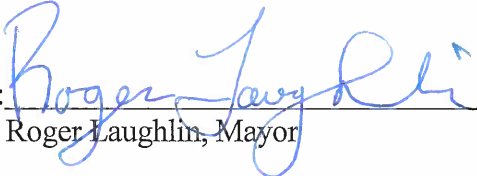
JOHNSON COUNTY

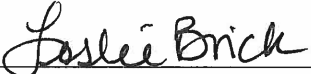
This Agreement was approved by official action of the Johnson County Board of Supervisors in official session on the _____ day of _____, 2025.

Jon Green, Chairperson
Johnson County Board of Supervisors

ATTEST: _____
Julie Persons, County Auditor

CITY OF WEST BRANCH:

By: 
Roger Laughlin, Mayor

ATTEST: 
Leslie Brick, City Clerk