



Mills County Secondary Roads

Amanda Reed • Jacob Ferro • Kevin Mayberry

RESOLUTION 25-23

ROAD MAINTENANCE AGREEMENT

WHEREAS: Mills County and the City of Council Bluffs will jointly maintain roads within both jurisdictions as a result of the 2025 City annexation of an area in Mills County and,

WHEREAS: representatives of both Mills County and the City of Council Bluffs have developed the attached agreement and find it acceptable to both parties for future maintenance requirements and needs,

NOW, THEREFORE, BE IT RESOLVED by the Mills County Board of Supervisors that the attached agreement outlining maintenance duties by both parties is hereby adopted and approved.

Dated at Mills County, Iowa, this 26th day of August, 2025

Board of Supervisors, Mills County, Iowa



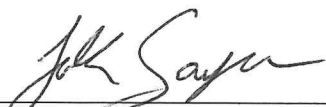
Lonnie Mayberry, Chairperson

 X
Aye Nay



Richard Crouch, Board Member

 X
Aye Nay



Jack Sayers, Board Member

 X
Aye Nay

Recommended:



Jacob Ferro, County Engineer

Attest:



Amber Farnan, County Auditor

CITY OF COUNCIL BLUFFS – MILLS COUNTY RIGHT-OF-WAY MAINTENANCE
AGREEMENT FOR ROADWAYS NEAR CORPORATION LIMITS, AUGUST 2025.

THIS AGREEMENT, made and entered into between Mills County, Iowa, (hereinafter) referred to as County) and Council Bluffs, Iowa, (hereinafter referred to as City),

WITNESSETH:

WHEREAS, certain roadways follow or cross joint legal boundaries of the City and County,

WHEREAS, maintenance of the road right-of-way is necessary for the safety of the traveling public,

WHEREAS, it would be impractical for the County and City to perform maintenance functions only within existing legal boundaries.

WHEREAS, it would be much more practical to divide maintenance responsibilities such that one jurisdiction maintains the roadway for the length indicated by this agreement,

WHEREAS, the term maintenance includes all functions relative to roadway maintenance including, but not limited to, grading and resurfacing in the case of granular surfacing, grass and weed control, snow and ice removal, minor structure repairs, pavement patching and traffic control device repair and replacement, including pavement markings,

WHEREAS, major work such as bridge and culvert rehabilitation and/or replacement, or similar storm sewer work, pavement resurfacing, roadway reconstruction or improvement projects, shall be performed under separate agreement only. Such agreement shall state who will design and inspect construction, the division of costs, project programming and any other factors relevant to a joint project,

WHEREAS, the above referenced roadways are listed below by item number and are shown by item number on the attached Exhibit "A" which is included as an integral part of this Agreement.

NOW, THEREFORE, THE CITY AND COUNTY AGREE AS FOLLOWS:

Item #1: 189th Street (HMA Surface)

Commencing at Bunge Avenue, west of the I-29 southbound off ramp, proceeding north approximately 4,070 feet (0.77 miles) to Applewood Road. The City will perform road perform snow and ice removal operations. The south 2,740 feet is within the City, and north 1,330 feet is in the County. The paved road continues north into Pottawattamie County to a dead end at the Walter Scott Energy Center property, and maintenance for this segment will occur per mutual agreement between the City and Pottawattamie County.

Item #2: Bunge Avenue (PCC and HMA overlay)

Commencing approximately 1,900 feet west of 189th Street proceeding east to the BNSF Railroad ROW, approximately 1,050 feet east of 192nd Street, with a total length of 4,750 feet (0.9 miles). The City and County will equally share roadway maintenance costs, excluding the Iowa DOT bridge over I-29. Mills County will continue to receive requests for service and perform minor repairs. For project scopes with an estimated cost greater than \$10,000, City and County will coordinate and proceed with repairs as mutually agreed. County will perform snow and ice removal operations.

Item #3: 192nd Street (Gravel surface)

Commencing at Bunge Avenue, east of the I-29 northbound off ramp, proceeding north approximately 4,180 feet (0.79 miles) to the Mills/Pottawattamie County boundary. Maintenance for this segment will occur per mutual agreement between the City and Pottawattamie County.

IN WITNESS WHEREOF, the County has authorized the execution of this agreement on its behalf by its proper officers pursuant to a Resolution passed by the Board of Supervisors on the 26th day of August, 2025, a certified copy of which Resolution is attached hereto and made a part hereof, and the City has authorized the execution of this Agreement on its behalf by its proper officers pursuant to a Resolution passed by the City Council on the 8th day of September, 2025, a certified copy of which Resolution is attached hereto and made a part hereof, this Agreement to become effective after having been legally executed by the authorized officers of both the County and the City.