

RESOLUTION NO. 2003-08

RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT
BETWEEN ELLSWORTH COUNTY AND LINCOLN COUNTY, KANSAS.

NOW UPON THIS 17th day of March, 2003, the Board of County Commissioners of Lincoln County, Kansas, met in regular session with a quorum present; and

WHEREAS said Board has reviewed the file in Lincoln County District Court Case No. 00-CV-27 and, in particular, the Order of the Honorable District Judge Thomas M. Tuggle rendered on October 2, 2002, in said case; and

WHEREAS said Board wishes to establish and document that the provisions of K.S.A. 68-527 and K.S.A. 68-527a have and are being complied with; and

WHEREAS said Board has reviewed a draft of an interlocal cooperation agreement prepared by Richard L. Friedeman, Esq., of Great Bend, Kansas, and the respective Ellsworth and Lincoln County Attorneys.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF ELLSWORTH COUNTY COMMISSIONERS HERewith ENTERS INTO THE ATTACHED INTERLOCAL COOPERATION AGREEMENT WITH THE COUNTY OF LINCOLN. SAID INTERLOCAL COOPERATION AGREEMENT IS ENTERED INTO IN ACCORDANCE WITH THE PROVISIONS OF K.S.A. 12-2901, ET SEQ., AND SHALL BE IN EFFECT AS OF DATE OF SIGNATURE BY THE BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY, KANSAS.

IN WITNESS WHEREOF, the above and foregoing Resolution was unanimously adopted on this 17th day of March, 2003.

BOARD OF COUNTY COMMISSIONERS,
LINCOLN COUNTY, KANSAS



Doug Gomel
Doug Gomel, Chairman

ATTEST:

Dawn M Harlow

Dawn Harlow
Lincoln County Clerk

Dwight Heller
Dwight Heller, Vice-Chairman

Terry Finch
Terry Finch, Member

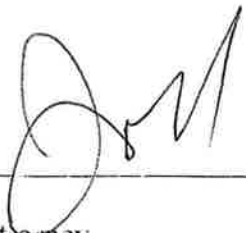
INTERLOCAL COOPERATION AGREEMENT

This agreement was entered into on March 17, 2003, between the Board of County Commissioners of Lincoln County and the Board of County Commissioners of Ellsworth, Kansas, referred to herein as "Lincoln" and "Ellsworth".

RECITALS

1. Lincoln will replace, to grade, a culvert which is currently located approximately 150 feet West of the SW Corner of the pasture owned by Nelson.
2. Lincoln will grade the East/West right-of-way in question, removing existing ruts, tracks or places of erosion.
3. Lincoln will provide a strip of gravel estimated at approximately 8 feet in width from the West entrance of the right-of-way to a point equal to or past the SW Corner of the Nelson pasture. The gravel is described as "red rock" taken from the Mannel Quarry.
4. As needed, Lincoln will apply a second layer of "red rock" gravel to the traveled portion of the right-of-way.
5. The right-of-way will carry the designation of "minimum maintenance roadway", posted in accordance with K.S.A. 68-5, 102. Ellsworth and Lincoln shall adopt the necessary resolutions pursuant to the statutory requirement for designating the right-of-way as a "minimum maintenance roadway", Lincoln and Ellsworth agreed to provide the following:
 - (a) Non-scheduled grading on an "as needed" basis. In most instances, county maintainer operators will use their own discretion in determining the necessity for the non-scheduled grading.
 - (b) Snow removal will be provided in accordance with that currently provided for non-priority roads. Priority roads generally include mail routes, school bus routes, and residential access roads.
6. Lincoln and Ellsworth will share equally in the cost of the improvements of the right-of-way, as agreed to herein.
7. Lincoln and Ellsworth will mutually cooperate or alternate responsibility for the "minimum maintenance" of the right-of-way pursuant to this agreement.

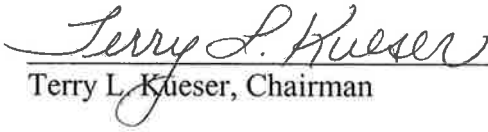
The agreement identified herein shall be binding upon the parties, their heirs, executors, administrators, successors and assigns.



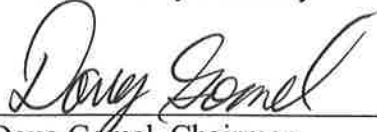
Joe Shepack
Ellsworth County Attorney



Jennifer R. O'Hare
Lincoln County Attorney



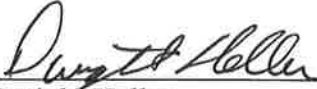
Terry L. Kieser, Chairman



Doug Gomel, Chairman



Kermit Rush



Dwight Heller



Lavel Heitschmidt



Terry Finch