CITY-COUNTY AGREEMENT

Delaware County
Project No. L-28(19)

This Agreement made and entered into by and between Delaware County, Iowa, hereinafter called the County, and the City of Earlville, hereinafter called the City, in accordance with the provisions of Chapter 28E of the Code of Iowa.

1. The purpose of this Agreement is to define duties and responsibilities for planning, surveying, engineering, contracting, inspecting and cost sharing of a proposed project to resurface and improve the extension of Federal Secondary road, number 4916.
2. The project shall commence near the intersection with State highway U.S. 20 and proceed northerly along the said route 4916 to the intersection with Elizabeth Street approximately one-third mile North of the South Earlville corporate line.
3. The Council hereby approves the proposal for the said project and consents to the improvement. The Council will take such legal steps and procedures to a conclusion such legal action and/or proceedings as are now or may hereafter be required.
   a. To legally establish the grade lines of the street in accordance with and as shown by the project plans, and to cause any damage accruing therefrom to be determined and paid pursuant to Section 364.15, Code of Iowa.
   b. To remove existing and prevent future encroachments and obstructions upon streets or highways covered by the project.
   c. To remove or adjust without expense to the County all water hydrants, curb boxes, electroliers and cable, poles, parking meters, traffic signals, and any other facilities or obstructions which interfere with the construction of the project.

FILE No. 182-3074
RECORDING FEE $ No Fee
TRANSFER FEE $
FILED FOR RECORD THE 23 DAY OF April, 1992 AT 1:25 O'CLOCK P. M. BOOK 3 PAGE 51
STATE OF IOWA, DELAWARE COUNTY
Jane A Lloyd, Recorder
Misc.

4. Since this project may be partly financed with Federal Aid Funds, the grant of which requires that the Highway Division and the County comply with federal laws and regulations with respect thereto, the Council agrees to comply with such federal laws and regulations. The project will be developed as a County project. The County Engineer will develop the plan, conduct the construction letting, and award the contract. Concurrence in and approval of the plans and contract by the County and the Iowa Department of Transportation will be obtained before the contract award.
5. The separation of project costs will be as follows:
   a. The County will pay for resurfacing the center 22 feet of roadway the entire length of the project and stone shoulders in the rural portion.
   b. The City will pay for pavement outside the 22 feet mentioned above and adjustment of manholes and other fixtures.
   c. Payment for construction work by the contractor will be made by the County. The City will reimburse the County for their portion by January 1, 1993.

Nothing within the context of this Agreement shall be construed to transfer any liability from one jurisdiction to the other.

This Agreement shall be in effect from the date of approval until January 1, 1993, or until the City makes final reimbursement to the County.

This Agreement may be reviewed, adjusted or terminated by either party upon 30 days written notice to the other party, and upon settlement of any unpaid costs.

IN WITNESS THEREOF, the parties hereto have set their hands, for the purpose herein expressed.

4-23-92
Date

Delaware County, Iowa

BOARD OF SUPERVISORS

Jerome Besler
Jerome Besler, Chairman

Bob Clemen
Bob Clemen

Marvin Schulte
Marvin Schulte

ATTEST: Sharon McCrabb
Sharon McCrabb
County Auditor

SEAL

4-22-92
Date

City of Earlville, Iowa

Mayor ROBERT PETERS

ATTEST: Becky Burnett
City Clerk
BECKY BURNETT

SEAL

Section 28E.8 of the Code of Iowa, Filing and Recording

Filed with the Secretary of State of Iowa this
_____ day of _____, 1992.
By _____
Title _____

Filed with the Delaware County Recorder this
23 day of April, 1992,
Book 3, Page 51
By Jane A Lloyd
Delaware County Recorder JANE A. LLOYD

On this 22nd day of April, 1992, before me, Sandra Wegmann, a Notary Public in and for the State of Iowa, personally appeared Robert Peters, Mayor and Rebecca Burnett, City Clerk, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Earlville, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, [redacted] on the 1 day of April, 1992, and that Robert Peters, Mayor and Rebecca Burnett, City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

(SEAL)

SANDRA R. WEGMANN
NOTARIAL SEAL
IOWA
MY COMMISSION EXPIRES
2-16-94

Sandra Wegmann
Notary Public; my commission expires
2-16-94

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On this 23 day of April, 1992, before me, Anne R. Rave a Notary Public in and for the State of Iowa, personally appeared Jerome E. Besler and Sharon McCrabb to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Delaware, Iowa; that the seal affixed to the foregoing instrument is the county seal of the county, and that the instrument was signed and sealed on behalf of the county, by authority of its Board of Supervisors, as contained in the Supervisors Minute Book V as passed by the Board of Supervisors on the 20th day of April, 1992, and Jerome E. Besler and Sharon McCrabb acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Anne R. Rave
Notary Public Anne R. Rave
My commission expires 10-27-94

ANNE R. RAVE
NOTARIAL SEAL
IOWA