CITY-COUNTY AGREEMENT

Delaware County
Project No. L-28(18)

This Agreement made and entered into by and between Delaware County, Iowa, hereinafter called the County, and the City of Manchester, 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 old Hwy. #13.
2. The project shall commence near the Tredegar Industries on old Hwy. #13, thence easterly and thence northerly to the intersection of Grant Street and South Fifth Street
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. 193-3503
RECORDING FEE $ No Fee
TRANSFER FEE $

FILED FOR RECORD THE 26 DAY OF May, 1992 AT 4:05 O'CLOCK P. M. BOOK 3 PAGE 70

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 the widening and asphalt resurfacing outside the Manchester corporate line.
   b. The City will pay for the widening and asphalt resurfacing inside the corporate line.
   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.

May 26, 1992
Date

Delaware County, Iowa

BOARD OF SUPERVISORS

Jerome E. Besler
Jerome Besler, Chairman

~~Bob Clemen~~

Marvin Schulte
Marvin Schulte

ATTEST: Sharon McCrabb
Sharon McCrabb
County Auditor

SEAL

MAY 18 1992
Date

City of Manchester, Iowa

Milt L Kramer
Milt L Kramer, Mayor

ATTEST: Karen K Cole
City Clerk, Karen K Cole

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
26 day of May, 1992,
Book 3, Page 70
By Jane A. Lloyd
Delaware County Recorder
JANE A. LLOYD

On this 20th day of May, 1992, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Milton L. Kramer and Karen Cole, 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 Manchester, 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, on the 18th day of May, 1992, and that Milton L. Kramer and Karen Cole 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.



Linda K. Tutton

Notary Public Linda K Tutton

My Commission expires Aug. 29, 1993

On this 26 day of May, 1992, before me Anne R. Rave, a Notary Public in and for the State of Iowa, personally appeared Jerome 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 26 day of May, 1992, and Jerome 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 NOTARIAL SEAL

Anne R. Rave
Notary Public Anne R Rave

My commission expires 10-27-94