MUNICIPAL AID AGREEMENT
SEWER JET SERVICES

THIS AGREEMENT is made pursuant to Chapter 28E, Code of Iowa, 1989. It shall be known as the Manchester - Delhi, Iowa Sewer Jet Services Agreement and shall be entered into pursuant to Code of Iowa Section 28E.12 which permits the City of Manchester, Iowa, and the City of Delhi, Iowa to contract for the performance of governmental services activities or undertakings authorized by law.

IT IS HEREBY AGREED as follows:

1. PURPOSE. The purpose of this Agreement is to allow the City of Manchester, Iowa to assist the City of Delhi, Iowa by providing manpower and equipment necessary for the use of sewer jet equipment to correct problems in sewer systems in the City of Delhi, Iowa which may be corrected through the use of such equipment and trained personnel.

2. POWER AND AUTHORITY. The City of Manchester, Iowa and its personnel shall have the sole power and authority to determine whether a request by the City of Delhi, Iowa for sewer jet services will be honored at any particular time. In the event the City of Delhi, Iowa requests sewer jet serviecs, the City of Manchester, Iowa and its personnel shall be solely responsible for the manner in which the equipment is used and for determining who shall be authorized to operate such equipment. In addition, personnel for the City of Manchester, Iowa shall be solely responsible for determining when and where such services may be provided to the City of Delhi, Iowa.

(a) The City of Delhi, Iowa represents and states that it contracts with Peoples Natural Gas for repair and maintenance of its sewer system. The City of Delhi, Iowa further states that Peoples Natural Gas is authorized to, as its agent, request sewer jet services as provided for in this agreement. Peoples Natural Gas agrees by executing this document that it shall be bound by the terms of this agreement. Peoples Natural Gas shall not make any claim against the City of Manchester, Iowa for damages to property or injuries to personnel arising from activities performed by the City of Manchester, Iowa pursuant to this agreement. Peoples Natural Gas shall be entitled to all action and rights which it may have for such damages or injury against the City of Delhi, Iowa.

3. COMPENSATION. Services rendered by the City of Manchester, Iowa to the City of Delhi, Iowa shall be compensated

FILE No. 280-3180
RECORDING FEE $ 15.00
TRANSFER FEE $
FILED FOR RECORD THE 27 DAY OF April, 1993 AT 1:55
O'CLOCK P. M. BOOK 3 PAGE 251
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

at the current hourly rate for equipment and personnel. The hourly rates to be quoted in writing by the City of Manchester prior to providing services.

4. INDEMNITY AGREEMENT. The City of Delhi, Iowa shall indemnify and hold harmless the City of Manchester, Iowa for all damages resulting from performance of services by employees or agents of the City of Manchester, Iowa pursuant to this agreement.

5. TERMINATION. This agreement may be terminated by action of the City Council for the City of Manchester, Iowa or by the City Council of the City of Delhi, Iowa upon providing written notice to the Mayor of the respective community.

6. EFFECTIVE DATE OF AGREEMENT. This agreement shall become effective between the governmental agencies executing the document, upon the date of passage and execution by each of the governmental agencies which are parties to this agreement. The City Clerk of each signatory shall furnish the other City with true and accurate copies of the resolution approving this agreement and authorizing execution and a signed copy of the agreement shall be furnished to each signatory.

This agreement filed and dated by the respective parties as follows:

Dated this 5th day of April, 1993.

CITY OF MANCHESTER, IOWA

Milt L. Kramer

Mayor Milt L Kramer

ATTEST:

Karen K. Cole

City Clerk Karen K Cole

CITY OF DELHI, IOWA

Roy Atkinson

Mayor Roy Atkinson

ATTEST:

Nancy Preussner

Nancy Preussner City Council Person

PEOPLES NATURAL GAS

By: James P. Winders

James P Winders

By: _____

STATE OF IOWA )
) SS:
COUNTY OF DELAWARE )

On this 24th day of March, A.D. 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roy Atkinson and Nancy Preussner to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Council Person respectively, of said corporation executing the within and foregoing instrument, that (the seal affixed thereto is the seal of said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its City Council of Delhi, Iowa, and that the said Roy Atkinson and Nancy Preussner as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

MARILYN CORCORAN
MY COMMISSION EXPIRES
2-22-94

Marilyn Corcoran

Notary Public in and for the State of Iowa

STATE OF IOWA )
COUNTY OF DELAWARE) SS:

On this 7th day of April, 1993, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. 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, as contained in R-956-93 passed (the Resolution adopted) by the City Council of the City of Manchester on the 5th day of April, 1993, and that Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by its voluntarily executed.

Linda K. Tutton

Linda K. Tutton - Notary Public
in and for the State of Iowa
Commission Expires August 29, 1993

STATE OF IOWA )
COUNTY OF )

On this 8th day of April, A.D., 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James P. Winders and — to me personally known, who, being by me duly sworn, did say that they are the Eastern Iowa Region Operations Manag and — respectively, of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said) corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said James P. Winders and — as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Marilyn Corcoran

Notary Public in and for the State of Iowa

MARILYN CORCORAN
MY COMMISSION EXPIRES
2-22-94