Del. to Auditor

DELAWARE COUNTY IOWA
FILED
2001 JAN 13 AM 8:18
BOOK 2001 PAGE 211
DEBORAH L. FENTON
DELAWARE CO. RECORDER
N/C

THIS DOCUMENT WAS PREPARED BY MARK NAHRA, DELAWARE COUNTY ENGINEER'S OFFICE, 2139 HIGHWAY 38., DELAWARE, IA 52036, 563-927-3505

WINTER MAINTENANCE OF SECONDARY ROAD EXTENSIONS

THIS AGREEMENT made and entered into by and between the city of Dundee, Iowa, herein after called CITY, and Delaware County, Iowa, herein after called COUNTY, in accordance with the provisions of Chapter 28E, 1999 Code of Iowa. The purpose of this AGREEMENT shall be to define the duties and responsibilities of the CITY and the COUNTY on secondary road extensions lying wholly within the jurisdiction of the CITY in regards to winter snow and ice maintenance, as agreed to herein:

1) The Secondary Road Extensions to be included within the scope of this AGREEMENT shall be shown in color code on a map which shall be attached to and become a part of this AGREEMENT.

2) This AGREEMENT applies only to snow removal on secondary road extensions. All other maintenance and construction functions are the responsibility of the CITY unless agreed to by separate agreement with the COUNTY. Special Maintenance and/or Construction Projects will be covered by separate agreements negotiated on an individual project-by-project basis.

3) All snow removal done by the COUNTY will be completed in compliance with Delaware County Ordinance No.3, "An Ordinance to Establish the Policy and Level of Service in Respect to Clearance of Snow and Ice and Maintenance of This County's Roads During the Winter Months". Snow removal by COUNTY personnel within CITY limits will be done concurrently with snow removal on county roads and will not be done within the CITY outside of the COUNTY's work hours as established by the County Engineer and his designated representatives.

4) The CITY will be responsible for reacting to emergency snow removal needs and other emergency response within their corporate limits on the roads within this AGREEMENT as well as all other roads within the CITY. The COUNTY will not disrupt its normal sequence of operations to respond to emergencies, snow removal or otherwise, within the CITY's corporate limits.

5) The CITY shall be responsible for the legal establishment of regulatory traffic control devices and signs located on the secondary road extensions. Such devices and signs shall comply with the current "Manual on Uniform Traffic Control Devices".

6) The COUNTY shall be reimbursed for snow removal costs as herein agreed. The COUNTY cost of this maintenance to be billed annually after May 15th. Snow removal will be billed on a per storm event cost. The roads and total mileage per segment involved are as follows:

Extension of W 69 into Dundee and C64 through Dundee
Total mileage is 1.70 miles.

7) Not included in this AGREEMENT are loading and hauling of snow, sprinkling or sweeping of streets and gutters, maintenance or repair of any sewers or sub-surface utilities, control of growth of vegetation and trees, and any sidewalk or walkway maintenance.

8) The COUNTY shall provide the CITY with estimates of work anticipated, with budget amounts, before December 1 of each year for work to be performed in the following fiscal year. The COUNTY shall provide the CITY with equipment rental rates and labor rates in effect on December 1. Snow removal costs will be based on the prior fiscal year's snow removal cost broken down to a per lane mile cost. Those documents shall become a part of this AGREEMENT as they are annually submitted.

9) For the winter of 2001-2002, snow removal costs are based on a charge of $ 21.60 per lane mile per storm. The first year cost of snow removal for the CITY is $36.72 per storm event. One storm event is defined as one-day snow removal when fresh snow either falls or is blown onto the highway. The maximum cost for snow removal for the CITY will be based on 45 storm events per year. The COUNTY will be responsible for snow removal expenses beyond 45 storm events per winter.

10) Nothing within the context of this AGREEMENT shall be construed to transfer any liability from the CITY to the COUNTY.

11). This AGREEMENT shall be in effect from July 1, 2001 to June 30, 2002.

12) 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. If either party does not receive such notice, this AGREEMENT shall continue for the succeeding year.

13) The County Engineer shall be the administrator for this agreement as provided in Section 28E.6 of the Code of Iowa. In doing so, he will consult with the Board of Supervisors and the City Mayor on matters related to this AGREEMENT.

14) Nothing in this AGREEMENT shall be construed as to prohibit the Administrator from hiring a third party to perform any work associated with this AGREEMENT.

SIGNED THIS 16 day of April, 2001.

Delaware County, Iowa

BOARD OF SUPERVISORS

Bill Steinger Chairman

Eldon Koenebe Member

Shirley E. Helmrichs Member

Attest: Sharon McCrackin County Auditor

SIGNED THIS 16 day of April, 2001.

NAME OF TOWN, Iowa

CITY COUNCIL

Edward O. Dibb Mayor

Thomas D. Gibbs Member

Dan Nightingale Member

Dean Kelch Member

Vern Feldman Member

Attest: Michele Bordey City Clerk

Approved by the Iowa Department of Transportation
this _____ day of _____, 2001.
By _____
Title _____

Filed with the Secretary of the State of Iowa
this _____ day of _____, 2001.
By _____
Title _____

Filed with the Delaware County, Iowa Recorder
this _____ day of _____, 2001.
Book ____ Page ____
By _____
Title _____