Del. Co. Aud.

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

WINTER MAINTENANCE OF COUNTY ROAD EXTENSIONS AND ROADS WITH SHARED JURISDICTION

THIS AGREEMENT made and entered into by and between the City of Earlville, Iowa, herein after called CITY, and Delaware County, Iowa, herein after called COUNTY, in accordance with the provisions of Chapter 28E, 2001 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 and extending into the COUNTY and on roads of shared jurisdiction in regards to winter snow and ice maintenance, as agreed to herein:

1) The Secondary Road Extensions and shared jurisdiction roads 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 and roads of shared jurisdiction. All other maintenance and construction functions are the responsibility of the CITY or COUNTY respectively 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 CITY on county roads will be completed in compliance with CITY Policy and 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 CITY personnel outside CITY limits will be done concurrently with snow removal on city streets and will be done within normal CITY work hours as established by the CITY and its designated employees.

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 respond to emergencies on roads outside of the CITY which are subject to this agreement. Emergency response in snow removal operations to COUNTY roads is not the responsibility of the CITY. This agreement only applies to normal snow removal operations.

5) The CITY shall be responsible for the legal establishment of regulatory traffic control devices and signs located on roads within the CITY limits. The COUNTY will maintain all signs on COUNTY roads plowed by CITY staff.

6) The COUNTY shall reimburse the CITY for snow removal costs as herein agreed. The COUNTY will supply sand/salt mix to the CITY for use on any and all CITY streets in return for the CITY providing snow removal services to the COUNTY roads shown on the accompanying map and described below. Said sand/salt mix shall be provided on an as needed basis as determined by the CITY street superintendent with no limit in quantity except that material supplied may only be used on city streets or county roads, or city owned property. Material may not be applied to private property or parking lots.

The shared streets or COUNTY road extensions to which the CITY will provide snow removal are listed as follow:

a) Fairview Drive: Road is half county half city on east corporate line (approx. 0.5 miles in length). CITY to provide all snow removal. (Color Code, blue)

b) West Third Street: (Becomes 265th Avenue, Delaware County) serving the hotel on Highway 20 (approx. 0.7 miles in length). CITY to provide initial snow removal to Highway 20 intersection. (Color Code, green)

c) West Street: (Becomes 270th Avenue, Delaware County and is the extension of county highway X35). CITY to provide snow removal to the end of the paved section at Eastern Iowa Pork and the Tri State Raceway intersections. If the COUNTY extends the paving to the proposed ethanol plant, the CITY agrees to extend snow removal to the end of the paving. (approx. 0.6 miles in length) CITY to provide all snow removal. (Color Code, orange)

In return for the material supplied, the CITY agrees to extend its snow removal service to COUNTY roads as shown on the attached map. The CITY also agrees to extend snow removal services provided to 270th Avenue in this agreement to the end of the paved portion of said COUNTY road, upon completion of any paving to the proposed new ethanol processing plant.

7) The snow removal provided to 260th Avenue, Delaware County by the CITY shall consist only of initial snow removal to two lanes. The COUNTY will send its maintainer to widen and improve snow removal after the COUNTY operator has completed snow removal on other roads in the operator's territory.

8) The CITY shall provide the COUNTY with estimates of its material needs before August 1 of each year for work to be performed in the following fiscal year.

9) Nothing within the context of this AGREEMENT shall be construed to transfer any liability from the CITY to the COUNTY or vice versa.

11). This AGREEMENT shall be in effect from December 1, 2001 to such date as either party gives one fiscal year's notice of its intent

to modify or discontinue this agreement under the terms of section 12.

12) This AGREEMENT may be reviewed, adjusted, or terminated in the subsequent fiscal year by either party upon 30 days written notice to the other party. 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 5 day of November, 2001.

Delaware County, Iowa

BOARD OF SUPERVISORS

G. Eldon Koepke Chair

Shirley E. Helmrichs Member

Bill Skinner Member

Attest: Karen McCrabb County Auditor

SIGNED THIS 5 day of November, 2001.

Earlville, Iowa

CITY COUNCIL

Dan Wheeler Mayor Dan Wheeler

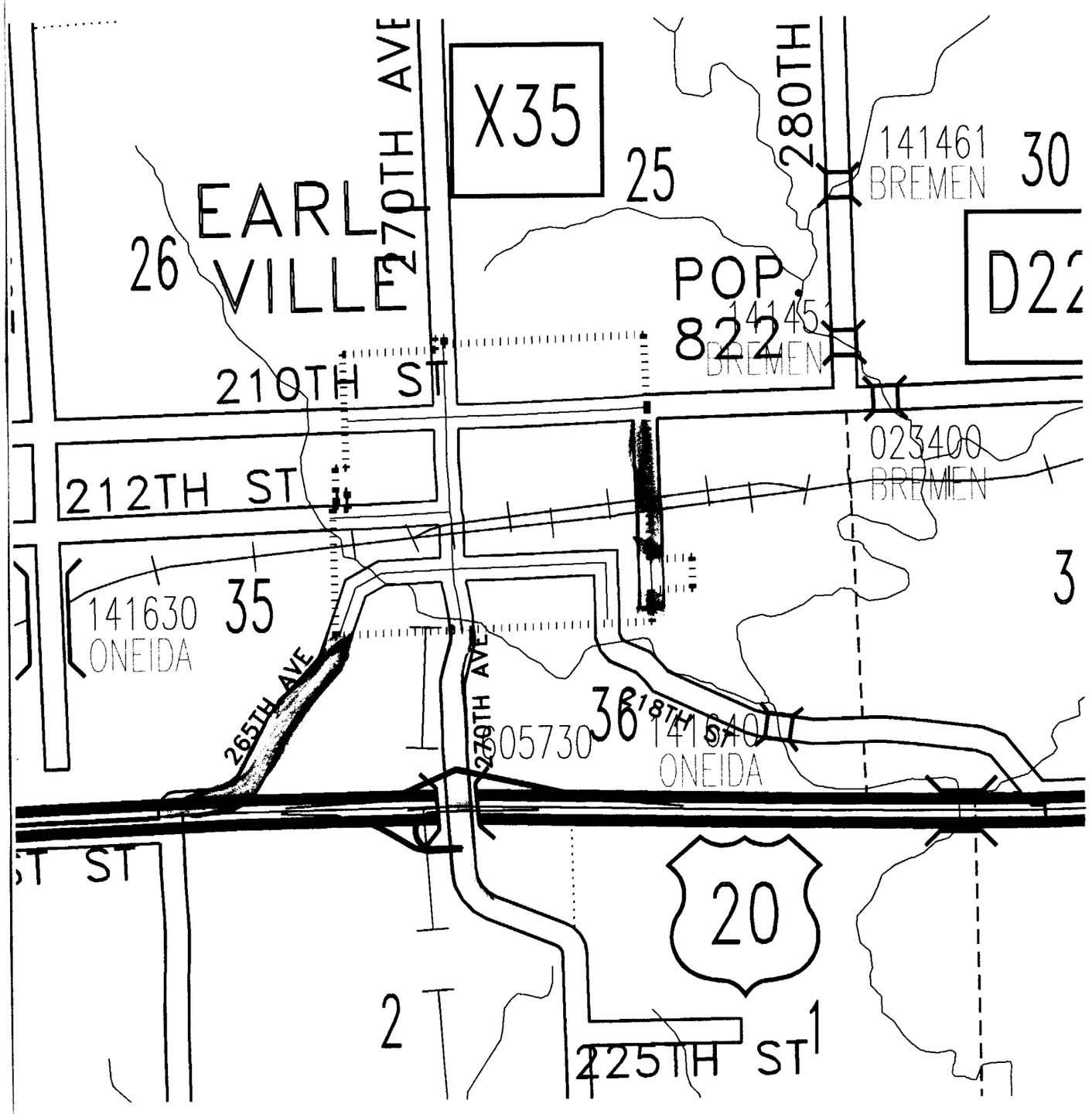
James R. Clifton Member Jim Clifton

Mark Salow Member Mark Salow

Ed Gibbs Member Ed Gibbs

Shawn T. Britt Member Shawn Britt

Attest: Linda Faul City Clerk


X35
270TH AVE
280TH
25
26
EARL
VILLE
POP
822
141461
BREMEN
30
D22
141451
BREMEN
210TH ST
212TH ST
023400
BREMEN
3
141630
ONEIDA
35
265TH AVE
270TH AVE
36
18TH SAO
605730
141540
ONEIDA
20
2
1
225TH ST