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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Prepared by: Linda Gaul, City Clerk, City of Earlville, Box 188, Earlville, IA 52041 563-923-3365. Return to: L. Gaul, City Earlville, Box 188, Earlville, IA 52041

**RESOLUTION #2006-15**

**RESOLUTION AUTHORIZING THE EXECUTION OF A WASTEWATER (SANITARY SEWER) UTILITY AGREEMENT BY AND BETWEEN STEVEN J. STEFFEN AND THE CITY OF EARLVILLE**

THAT WHEREAS, Steven J. Steffen and the City of Earlville wish to enter into a Wastewater (sanitary sewer) Utility Agreement, a copy of which is attached and hereto marked Exhibit A and by this reference mad a part hereof, basically reflecting the desire of the City of Earlville to provide wastewater service to a business owned by Steven J. Steffen, namely S & R Manufacturing, on the premises legally described within Exhibit A and reflecting the desire of both parties to enter into said agreement for payment of said sewer service connection, and

WHEREAS, the City of Earlville has the ability to facilitate sewer service connection to Steven J. Steffen, doing business as S & R Manufacturing, and

WHEREAS, Steven J. Steffen is in need of Sanitary Sewer service for the purpose of conducting business of S & R Manufacturing on the premises legally describe in Exhibit A, and

WHEREAS, the City of Earlville is willing to contract for services necessary to make City Sewer Service available on the above-referred to property as determined by Steven J. Steffen, and

WHEREAS, terms of payment for installation of said sanitary sewer improvements are set forth in Exhibit B, and are agreeable to both the City of Earlville and Steven J. Steffen as described in Exhibit B, and

WHEREAS, Steven J. Steffen agrees that this Sanitary Sewer Utility Agreement shall run with the land and only terminate upon the expiration of the above-mentioned period of five (5) years, and

WHEREAS, the City of Earlville agrees to charge Steven J. Steffen for sewer service provided at rates consistent with other sewer utility service customary in and about the City of Earlville,

NOW, THEREFORE, be it Resolved by the City Council of the City of Earlville, Iowa, as follows:

Section 1. That the Wastewater (Sanitary Sewer) Utility Agreement by and between Steven J. Steffen and the City of Earlville, Iowa, in the form and with the contents set forth in Exhibit A attached hereto be and the same is hereby approved and the same is hereby authorized.

Section 2. That the Mayor and City Clerk of the City of Earlville are hereby authorized and directed to execute said Wastewater (Sanitary Sewer) Utility Agreement and to attest and to affix the seal of the city thereto, said Wastewater (Sanitary Sewer) Utility Agreement which constitutes and is hereby made a part of this resolution to be in substantially the form of, text of and containing the provisions of Exhibit A attached hereto.

Section 3. That all resolutions and parts thereof in conflict therein are repealed to the extent hereof.

Passed and approved this 13 day of November, 2006.

Attest: Linda Gaul
Linda Gaul, City Clerk

Dan Wheeler, Mayor

On this 28 day of December, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Dan Wheeler** and **Linda Gaul**, 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; and 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 Resolution adopted by City Council, under Roll Call of the City Council on the 13 day of November, 2006, and that **Dan Wheeler** and **Linda Gaul** 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.

Janel M. Ries
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
JANEL M. RIES
Commission Number 739680
My Commission Expires
3-14-09

Prepared by: Linda Gaul, City Clerk, City of Earlville, Box 188, Earlville, IA 52041 563-923-3365
RETURN TO: L GAUL, CITY CLERK, BOX 188, EARLVILLE, IA 52041

EXHIBIT A

# SANITARY SEWER UTILITY AGREEMENT

**Steven J. Steffen**, doing business as S & R Manufacturing, and being in need of wastewater (sanitary sewer) service upgrade for the purpose of conducting business on said premises of S & R Manufacturing in the City of Earlville, said property being described as:

> That part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Twenty-Five (25), Township Eighty-Nine (89) North, Range four (4), West of the Fifth Principal Meridian described as commencing at a point that is nine hundred eighty nine (989) feet and four (4) inches West of the Southeast corner of said Southwest Quarter (SW ¼), thence running West three hundred seventeen (317) feet, thence North two hundred ten and four-tenths (210.4) feet, thence East three hundred seventeen (317) feet, thence South two hundred ten and four-tenth (210.4) feet to the point of beginning, excluding that part that lies within thirty-three (33) feet of the centerline of former U.S. Highway now Margaret Street.

And the **City of Earlville** having the ability to provide wastewater (sanitary sewer) service to Steven J. Steffen doing business as S & R Manufacturing, and desiring to facilitate business development within the community hereby agree as follows:

1. City of Earlville will secure necessary permits, for the extension of an 8" PVC Sanitary Sewer extension, with the location from S & R Mfg. to the North Lift Station. The City of Earlville will contract for engineering services required to obtain said permit.

2. The City of Earlville will contract and make payment for the labor, material, and equipment to install said Sanitary Sewer extension, upon approval of permits by the Iowa Department of Natural Resources.

3. Steven J. Steffen, in return for the City of Earlville providing the above described improvements, agrees to connect to the City of Earlville wastewater sanitary sewer system, and to reimburse the City of Earlville for costs associated with this sewer main extension. Said reimbursement shall be in the form of an additional monthly charge on the sewer utility bill, for a period of five (5) years. The total amount of repayment shall include all costs incurred for the extension of this sewer main.

4. In the event that Steven J. Steffen sells the above named Property/Business to a third party, and/or ceases to operate business at this location, it is understood that this agreement shall run with the land and only terminate upon expiration of the above described yearly period. This clause is not to be interpreted so as to obligate Steven J. Steffen subsequent to any date that he may transfer the above-described property to any third party; and

5. Steve J. Steffen and the City of Earlville further agree and understand that Steven J. Steffen will be billed for sewer service provided at rates consistent with other sewer service customary in and about the City of Earlville.

CITY OF EARLVILLE

Date: 10-31-06 By: Dan Wheeler

Date: 10-31-06 By: Linda Gaul

Date: 10-31-06 Steven J. Steffen
Steven J. Steffen

STATE OF IOWA )
) ss:
COUNTY OF DELAWARE )

On this 31st day of Oct., 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Dan Wheeler** and **Linda Gaul**, 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; and 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 Resolution adopted by City Council, under Roll Call of the City council on the 31st day of Oct, 2006, and that **Dan Wheeler** and **Linda Gaul** 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.

JANEL M. RIES
Commission Number 739680
My Commission Expires
3-14-09

Janel M. Ries
Notary Public in and for the State of Iowa

STATE OF IOWA )
)
COUNTY OF DELAWARE ) SS:

On this 31st day of Oct, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared Steven J. Steffen to me know to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Janel M. Ries
Notary Public in and for the State Of Iowa

NOTARIAL SEAL IOWA
JANEL M. RIES
Commission Number 739680
My Commission Expires
3-14-09

Statement of Agreement, Steven J. Steffen EXHIBIT B

I, Steven J. Steffen, doing business as S & R Manufacturing, do hereby agree to reimburse the City of Earlville for costs associated with the Sanitary Sewer North Lift Station to S & R Manufacturing project. I understand that said costs are approximately:

| | |
|---|---|
| Contractor: FL Krapfl | $10,416.00 (labor, material, equipment) |
| Engineering : | $2,000.00 (permit preparation, drawings) |
| DNR: | $100.00 (permit fee) |

Reimbursement will be in the form of an additional sewer charge, billed over a period of five (5) years, until the total amount has been reimbursed. This amount will be due and payable in the same manner as set forth for city utility charges.

I also agree to make application for and connection to the City of Earlville Wastewater (Sanitary Sewer) system.

Agreed to this 31st day of Oct, 2006.

By: Steven J Steffen President
Steven J. Steffen, S & R Manufacturing