

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

✓ Prepared By: Todd R. Hagan, P.E., Madison County Engineer, 1105 E. Court Ave., Winterset, Iowa 50273, Telephone: (515) 462-1136

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| COMPUTER | ✓ |
| RECORDED | ✓ |
| COMPARED | _____ |

AGREEMENT

THIS AGREEMENT made and entered into by and between MADISON COUNTY, IOWA, and the CITY OF EAST PERU, IOWA, hereinafter called the City, in accordance with the provisions of Chapter 28E, 2003, Code of Iowa.

IT IS AGREED as follows:

1. The County will assume jurisdiction and maintenance of extensions of the farm-to-market system within the corporate limits of the City, effective July 1, 2004. The jurisdiction transfer will follow the requirements of Section 306, Code of Iowa as amended by Senate File 451.
2. The County may, at the request of the City, perform street maintenance (blading granular surfaced streets, granular resurfacing, snow removal, mowing shoulders, pavement patching and maintaining signs) on non farm-to-market corporate line streets and other municipal streets within the corporate limits of the city. Prior to any work being done, the County will submit a cost estimate to the City. Upon acceptance by the City, the County will perform said work, as County workload permits. Upon completion, the County is to be reimbursed as follows:
 - A. On non farm-to-market corporate line streets, one-half (1/2) of the total costs.
 - B. On other municipal streets within the corporate limits, all costs associated with the maintenance activity.
3. Road and street designations pursuant to this agreement are as shown on the attached City map which shall become a part of this agreement.
4. Madison County shall provide the City with materials and haul invoices for each individual maintenance project.
5. Madison County shall bill the City for costs due on a quarterly basis. Additional billings for specific projects may be arranged jointly by the City and Madison County.

6. This agreement may be terminated by either party upon written notice at least 180 days prior to December 31, each year, and upon settlement of all unpaid costs. If such written notice is not received by either party, this agreement shall continue for the succeeding year.
7. The County Engineer shall administer this agreement as provided in Section 28E.6 of the 2003 Code of Iowa. The County Engineer shall consult with the Board of Supervisors and the City Mayor on matters related to this agreement. No real and/or personal property will be acquired under the provisions of this agreement.
8. On corporate line and city streets, professional engineering and/or land surveying provided by Madison County will be discussed on a project by project basis. The City shall pay for 100% of all work done within the corporate limits.
9. This agreement shall not prohibit the Administrator from hiring a private contractor to perform work associated with this agreement.

Dated this 7th day of September, 2004.

MADISON COUNTY, IOWA
BOARD OF SUPERVISORS

Steven B Raymond

[Signature]
Chairman

[Signature]
Member

[Signature]
Member

ATTEST:
[Signature]
County Auditor

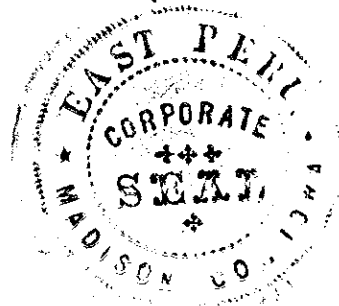
SEAL

CITY OF EAST PERU, IOWA

[Signature]
Mayor

ATTEST:
[Signature]
City Clerk

SEAL



EAST PERU

- PRIMARY ROAD
- FARM-TO-MARKET EXTENSION (COUNTY JURISDICTION)
- FARM-TO-MARKET EXTENSION (CITY JURISDICTION)
- CORPORATE LINE STREETS
- CITY STREET

