AGREEMENT

AUD # County

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, 1989 Code of Iowa.

IT IS AGREED as follows:

 Madison County shall perform road and street maintenance on or within the Corporate limits of the City as follows:

COMPARED

a. Blading granular surfaced streets

FILED NO. 3146

b. Granular resurfacing

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c. Snow removal

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d. Portland Cement Pavement patching

MICHELLE UTSLER RECORDER MADISON COUNTY, 10WA

e. Mowing shoulders

f. Pavement markings and signs

The City shall reimburse Madison County for the following:

- a. On corporate line streets, one-half of total cost of granular surfacing and pavement patching.
- b. On streets within the corporate limits, all costs associated with the maintenance activity.

All other maintenance costs shall be born by the authority so designated. (See number 2).

- 2. Road and Street maintenance shall be performed by the City or County on certain streets as shown on the attached City map which shall become a part of this agreement.
- 3. Madison County shall provide the City with current equipment rental rates and labor rates in August of each year for use until August 1 of the following year. Madison County shall provide the City with materials and haul invoices for each individual maintenance project.

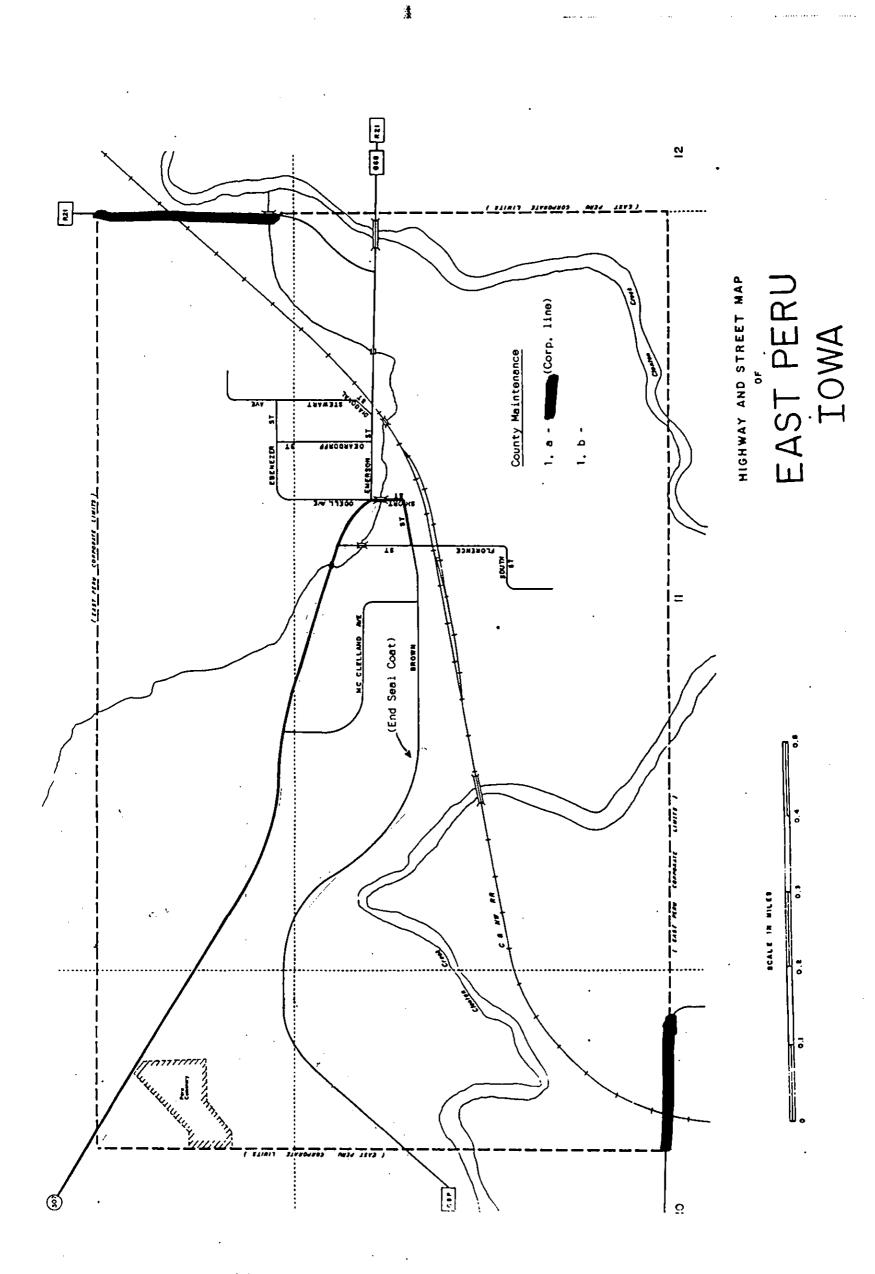
- 4. Hadison County shall bill the city for costs due on a quarterly basis. Additional billings for specific projects may be arranged jointly by the City and Hadison County.
- 5. This agreement may be terminated by either party upon written notice at least 180 days prior to December 31, each year, and upon settlement of all unpaid costs. If such written notice is not received by either party, this agreement shall continue for the succeeding year.
- 6. The County Engineer shall administer this agreement as provided in Section 28E.6 of the 1989 Code of lowa. 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.
- 7. 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.
- 8. This agreement shall not prohibit the Administrator from hiring a private contractor to perform work associated with this agreement. Dated this 15T day of \_\_\_\_\_\_, 1992.

MADISON COUNTY, IOWA

MANUAL MA

Member

City



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