

AGREEMENT

THIS AGREEMENT made and entered into by and between Madison County Iowa, and the City of St. Charles , Iowa, hereinafter called the City, in accordance with the provisions of Chapter 28E, 1989 Code of Iowa.

IT IS AGREED as follows:

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

- a. Blading granular surfaced streets
- b. Granular resurfacing
- c. Snow removal
- d. Portland Cement Pavement patching
- e. Mowing shoulders
- f. Pavement markings and signs

FILED NO. 300
BOOK 127 PAGE 372
90 OCT 25 PM 1:11

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

No fee - filed by county

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. 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.
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 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.
7. This agreement shall not prohibit the Administrator from hiring a private contractor to perform work associated with this agreement.

Dated this 1st day of October, 1990.

MADISON COUNTY, IOWA
BOARD OF SUPERVISORS

CITY OF

Ray Kierman
Chairman

Robert E. Stoen
Mayor

Mark Newbury
Member

Shelby Carlson
Member

ATTEST:

ATTEST:

Joan Wikel
County Auditor

Robert Lee Brown
City Clerk

