

AGREEMENT

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MARY E. WELTY
REGISTRAR
MADISON COUNTY, IOWA

Checked

This Agreement made and entered into by and between _____
County, Iowa and the City of Winterset, Iowa. Hereinafter called
the County and City respectively.

WHEREAS, it is necessary for the City to comply with certain
statutory provisions of the Code of Iowa.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. The City expressly agrees that the County shall be the contracting authority for all resurfacing work done within the corporate limits on that portion of the urban extension of County Highway P-71 a/k/a on Summit Street from a point 800 feet West of the intersection of 8th Avenue and Summit, thence westerly 1880 feet to the west corporate line.
2. The County shall do all necessary engineering and construction inspection within the corporate limits of the City.
3. The County shall develop plans for all work within the corporate limits of the City as requested by the City.
4. All work shall be done in strict compliance with the plans developed by the County and approved by the City.
5. Any required deviation from the plans must have prior approval from the City.
6. The City agrees to pay for 1/2 of the project cost based on the footage within the corporate limits as stated in paragraph 1. *
7. Since this project may be partly financed with Federal Aid Funds, the grant of which requires that the Iowa Department of Transportation and County comply with federal laws and regulations with respect thereto, the City agrees to take such action as may be necessary to comply with such federal laws and regulations. The City agrees that within the limits or the proposed resurfacing where the City or utility companies may be digging ditches prior to the proposed surfacing, the City will require that all backfilling and compaction of ditches shall be made in accordance with the current Standard Specifications of the Iowa Department of Transportation. The work to be subject to the approval of the County Engineer.

* See attached resolution. City of Winterset 87-24 which is hereby made a part of this agreement.

- 8. Upon completion of the project, the City agrees that:
 - a. any changes in the physical features of the project will be authorized only after approval has been secured from the County Engineer; and
 - b. the City will furnish and erect all signing in accord with the Manual on Uniform Traffic control Devices for Iowa Streets and Highways.
- 9. The parties agree that, after execution, this Agreement shall be filed with the Secretary of State of the State of Iowa and the Madison County Recorder in accordance with the provisions of the Code of Iowa, Section 28E.8 (1985);
- 10. The parties hereto shall approve this Agreement by resolution which shall authorize the Mayor and Clerk of the City and the Supervisors of the County to execute this Agreement.
- 11. The City shall hold the County harmless from all third party claims for the City's negligent or willful acts or omissions arising out of this Agreement and shall indemnify the County pursuant to this Agreement for such liability plus the County's costs including reasonable attorney fees.

Dated this 3rd day of August, 1987

MADISON COUNTY, IOWA

CITY OF WINTERSSET, IOWA

BY Max Newberg

BY Garrett Wherry
(Mayor)

BY Phillip Jackson

ATTEST Mark Tuttle
(Clerk)

BY Paul K...

ATTEST Joan Ory
(Auditor)



house because of the gas leak. He stated that it appeared the evacuation of the neighborhood proceeded quite smoothly and that the Fire Department was able to quickly stop the leak.

The Mayor then recognized Brian Morrissey, Madison County Engineer. Mr. Morrissey stated that his purpose in appearing before the City Council was to request that the Council reconsider their decision on the asphalt resurfacing project for West Summit Street. He stated that at one time it appeared that perhaps the County would not secure funding for this project but the funding question has now been resolved. He estimated that the City's share of the project would be \$11,000. A question arose regarding the annexation plans which are being contemplated for this area. The County Engineer suggested that the City agree to reimburse the County for their cost of any portion of West Summit Street which becomes part of the City at some future date. He suggested that a 10 year depreciation schedule be provided for this cost share reimbursement. He stated that the resurfacing improvements which are now planned should have a useful life of at least 10 years. After the members of the Council briefly discussed the proposal, Councilman Breeding introduced the following resolution and moved for its adoption. Councilman Olson seconded the motion to adopt the resolution. Roll call vote:

AYES: Breeding, Callison, Gilleland, Harrell, Olson

NAYS: None

Whereupon the Mayor declared the following resolution duly adopted.

RESOLUTION 87-24
RESOLUTION PROVIDING FOR COST SHARE REIMBURSEMENT
FOR WEST SUMMIT STREET ASPHALT PROJECT

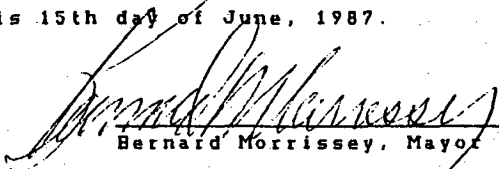
WHEREAS, Madison County and the City of Winterset has previously entered into a 28E Agreement providing for cost sharing of the West Summit Street Asphalt Project, and

WHEREAS, a portion of West Summit Street is half in the City limits, and half under jurisdiction of Madison County, and

WHEREAS, the City of Winterset may at some future date annex this same portion of West Summit Street,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winterset, Iowa, that the 28E Agreement between Madison County and the City of Winterset be amended to provide for a 10 year depreciation schedule, said schedule providing that the City of Winterset shall reimburse Madison County for its share of the cost of resurfacing any portion of West Summit Street which may at some future date be annexed into the City corporate limits.

PASSED and APPROVED this 15th day of June, 1987.


Bernard Morrissey, Mayor

ATTEST:


Mark Nitchals, City Clerk