AGREEMENT

THIS AGREEMENT made and entered into by and between Madison County, Iowa, and the City of Earlham, Iowa, hereinafter called the City, in accordance with the provisions of Chapter 28E, 1985 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

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3pgs. MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
No Fee

All other construction and maintenance work shall be considered on a project by project basis and shall not be a part of this agreement. The City shall reimburse Madison County for the following:

   a. One half actual and hauling cost of materials for granular resurfacing (Corporate line roads only) .

   b. Actual cost of materials for signs and actual cost for pavement markings.

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 February of each year for use until February 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 on a monthly 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 years.
6. The County Engineer shall administer this agreement as provided in Section 28E.6 of the 1985 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. No real and /or personal property will be acquired under the provisions of this agreement.
7. This agreement shall not prohibit the Administration from hiring a private contractor to perform work associated with this agreement.

Dated this 22 day of April, 1986.

MADISON COUNTY, IOWA
BOARD OF SUPERVISORS

Max Newbury
Chairman

Gary Linn
Member

Phillip Cadrean
Member

ATTEST:

Joan Ley
County Auditor

MADISON COUNTY SEAL IOWA

CITY OF EARLHAM, IOWA

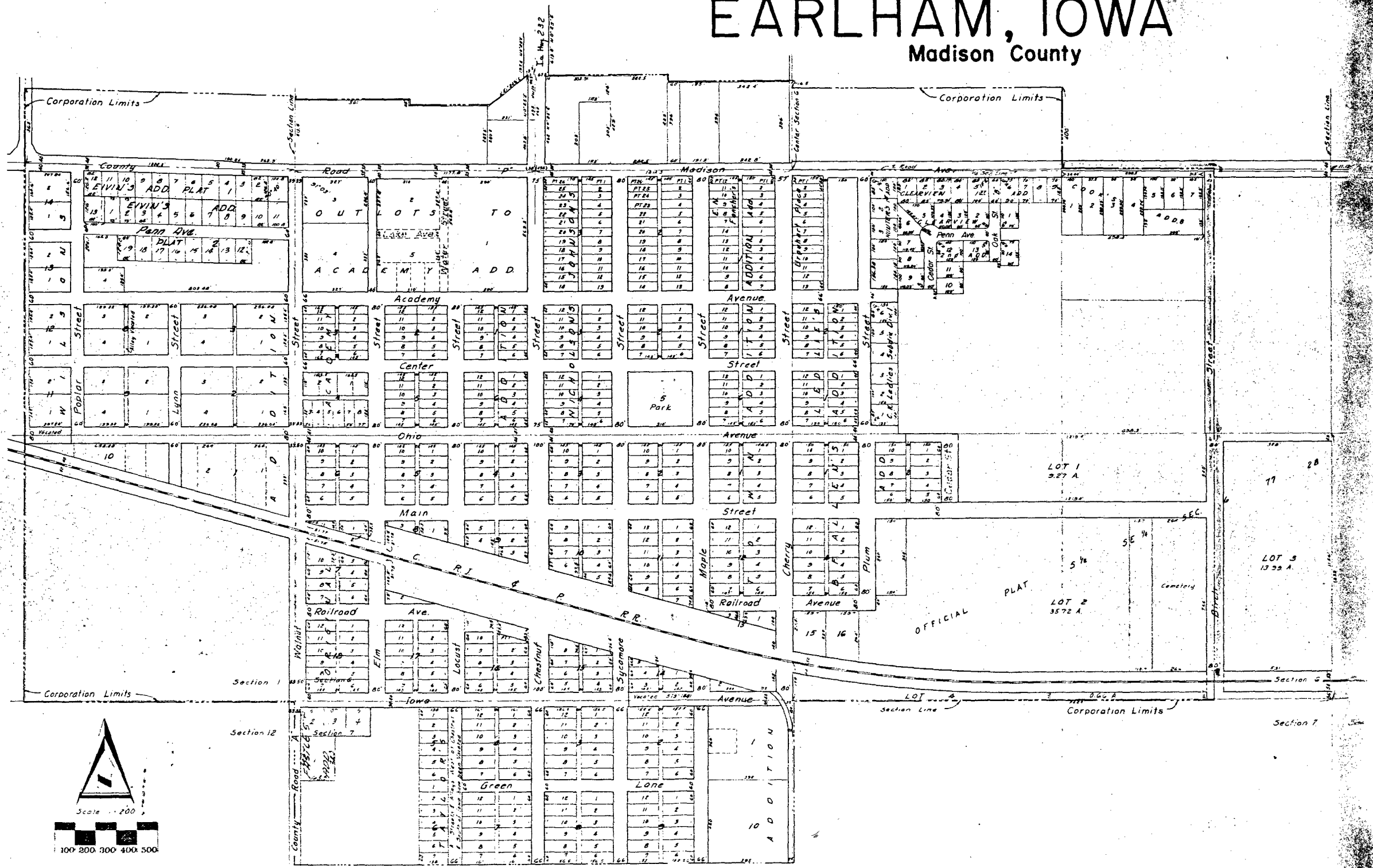
Dave Waugh
Mayor

EARLHAM IOWA
TOWN SEAL

Craig A Swartzbaugh
City Clerk

EARLHAM, IOWA

Madison County



DEED RECORD 119

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