FILED NO. 1705
BOOK 112 PAGE 139
1977 MAR 17 PM 3:23
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
no fee

AGREEMENT

THIS AGREEMENT made and entered into by and between Madison County, Iowa, and the City of St. Charles, Iowa.

IT IS AGREED as follows:

1. Madison County agrees to assume a portion of the cost of paving the north-south street located in the city limits of the City of St. Charles, known as Morgan Street, which street is an urban extension of County Highway R-35. The portion of said street which Madison County agrees to assume a portion of the cost of paving, shall be that portion of said street which runs from the south line of the city limits of St. Charles to the south line of Main Street. Madison County agrees to pay for any necessary finish grading directly connected with said paving of that portion of said street to be paved by the county.

2. Such pavement shall be constructed to Iowa Highway Commission Standard Specifications in accordance with plans prepared and furnished by the City of St. Charles, with approval of the County Engineer. Such plans shall be furnished at no cost to Madison County. Madison County shall assume construction costs for the equivalent lineal feet of rural pavement constructed within the corporate limits of St. Charles. Such cost participation shall be based on the rural pavement width and unit costs as indicated on the project contract.

3. The City of St. Charles hereby consents to the construction of said paving as set forth in this agreement. The City of St. Charles will take such legal steps or proceedings as are now or hereafter required:

a. to legally establish the grade lines of the street in accordance with and as shown by the project plans and to cause any damage occurring therefrom to be determined and paid pursuant to Iowa Code Section 389.22 of the 1975 Code of Iowa;

b. to take such steps as may be necessary to secure the consent to the removal of any trees that may interfere with the construction of the project;

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c. to remove existing and prevent future encroachments and obstructions upon the street covered by said project;

d. to remove or cause to be removed without expense to the County, all water hydrants, curb boxes, cables, poles and other facilities or obstructions which may interfere with the construction of the project;

e. to make all necessary connections from sewer, water and gas lines or mains to the edge of the pavement for the purpose of private services from these utilities; and

f. to acquire the necessary right of way for said project by purchase or condemnation.

4. Since this project may be partly financed with Federal Aid Funds, the grant of which requires that the Iowa Highway Commission and the County comply with federal laws and regulations with respect thereto, the City of St. Charles agrees to take such action as may be necessary to comply with such federal laws and regulations.

5. The City of St. Charles agrees that within the limits of the proposed paving 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 State Highway Commission. The work to be subject to the approval of the County Engineer.

6. The City of St. Charles will, by ordinance, prohibit or restrict diagonal parking throughout the project.

7. Upon completion of the project, the City of St. Charles 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 of St. Charles will furnish and erect all signing in accord with the Manual on Uniform Traffic Control Devices for Iowa Streets and Highways.

8. Madison County agrees to perform construction inspection for that portion of the work being paid for by Madison County. Madison County agrees to assist the City of St. Charles construction inspector with that portion of the project between the south line of the city limits of the City of St. Charles and the south line of Main Street. Inspection of the project lying along Morgan Street, and between the north line of Main Street and the north corporate line of St. Charles shall be the sole responsibility of the City of St. Charles.

9. At the time said paving is being constructed, the City of St. Charles may pave that portion of Morgan Street from the north line of Main Street to the north corporate line at city expense, subject to the following limitations:

a. that the City of St. Charles can legally finance said project in accordance with the statutes of the State of Iowa;

b. that the City of St. Charles can legally fulfill all statutory requirements of the State of Iowa and the United States of America; and

c. that the City of St. Charles shall have the option to pave said segment above-described prior to the time Madison County shall perform the work heretofore set forth.

Necessary approvals for connection to State Highway #251 (Main Street) shall be obtained from Iowa State Highway Commission by the City of St. Charles.

Dated this 14th day of August, 1975.

MADISON COUNTY, IOWA

By _____

By _____

By _____

CITY OF ST. CHARLES, IOWA

By _____
Mayor

ATTEST:

_____
City Clerk