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BOOK 112 PAGE 175
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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 Macksburg, Iowa, hereinafter called the City, in accordance with the provisions of Chapter 28E, 1975 Code of Iowa.

IT IS AGREED as follows:

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

   a. Blading granular surfaced streets
   b. Granular resurfacing
   c. Seal coat resurfacing
   d. Seal coat patching
   e. Snow removal
   f. Portland Cement Pavement patching
   g. Mowing shoulders
   h. Bridge Maintenance
   i. Pavement markings and signs

   All other construction and maintenance work shall be considered on a project by project basis and shall not be a part of this agreement.

2. Road and Street maintenance shall be performed on two classes of streets; Urban extensions of the secondary road system and "other" City streets. The two classes of streets shall be shown on a City map which shall be attached to and become a part of this agreement.

3. Madison County shall provide the following road and street maintenance on urban extensions of the secondary roads system:

   a. Blading granular surfaced streets
   b. Granular resurfacing
   c. Seal coat resurfacing
   d. Seal coat patching
   e. Snow removal
   f. Portland Cement pavement patching
   g. Mowing shoulders
   h. Bridge maintenance
   i. Pavement markings and signs.

   The City shall reimburse Madison County for the following:

   a. One half actual and haul cost of materials for granular resurfacing
   b. Actual and haul cost of materials for seal coat resurfacing
   c. Actual and haul cost of materials for seal coat patching
   d. Actual cost of materials for signs

4. Madison County shall provide the following road and street maintenance on "other" streets within the City:

   a. Blading granular surfaced streets
   b. Granular resurfacing

c. Seal coat resurfacing

d. Seal coat patching

e. Snow removal

f. Portland cement pavement patching

g. Mowing shoulders

h. Bridge maintenance

The City shall reimburse Madison County for actual materials, labor and equipment costs for all work performed on "other" streets.

5. 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.

6. Madison County shall schedule maintenance work on urban extensions of the secondary roads system as determined by the County Engineer or upon request of the City Mayor. Madison County shall schedule maintenance work on "other" streets only upon request of the City Mayor and shall perform this work on "other" streets as the Secondary Roads Department work load permits.

7. Madison County shall plow snow on urban extensions of the Secondary Roads System in conjunction with plowing of snow on rural county roads. Madison County shall plow snow on "other" City streets only upon request of the City Mayor for each individual snow and as the work load in rural areas permits. The City Mayor shall make the request only to the office of the County Engineer at Winterset. Secondary Roads Department employees shall receive authorization to perform work on "other" City streets only from the Office of the County Engineer.

8. The City shall provide the County Engineer before October first, each year, with the amount budgeted by the City for work to be performed by Madison County under this agreement from January 1 through December 31 of the following year. This information shall be used by the County Engineer in preparation of the annual Secondary Roads Department Budget for approval of the Board of Supervisors and submittal to the Highway Division, Iowa Department of Transportation before December 1 each year. The City is hereby advised that the Secondary Roads Department cannot exceed the total of all Chapter 28E, 1975 Code of Iowa agreements like this agreement by more than ten percent in any budget year.

9. 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.

10. This agreement shall be in effect through December 31, 1977.

11. 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.

12. The County Engineer shall administer this agreement as provided in Section 28E.6 of the 1975 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.

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

Dated this 3 day of May 1977

Madison County, Iowa
Board of Supervisors

Phillip Cockrean, Chairman

Paul C. Binns, Member

Elton Hammans, Member

ATTEST:

George L. Thuesen
County Auditor

MADISON COUNTY IOWA
Seal

City of Macksburg, Iowa

Ralph Kirkland, Mayor

ATTEST:

Ava Lee Edwards
City Clerk

Seal