AGREEMENT

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

WHEREAS, it is necessary for Madison County to be the contracting authority for all work to be done within the corporate limits of the City of St. Charles, and

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

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. The City of St. Charles expressly agrees that Madison County shall be the contracting authority for all work done within the corporate limits on that portion of the urban extension of County Highway R-35 a/k/a Morgan Street.

2. Madison County shall do all necessary engineering and construction inspection within the corporate limits of the City of St. Charles.

3. Madison County shall develop plans for all work within the corporate limits of the City of St. Charles as requested by the City of St. Charles.

4. All work shall be done in strict compliance with the plans developed by Madison County for and approved by the City of St. Charles.

5. Any required deviation from the plans must have prior approval from the City of St. Charles.

6. All costs applicable to the City of St. Charles as set forth in this Agreement shall be paid by the contracting authority.

COMPARED

FILED NO. 1828
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1979 MAR 22 PM 3:01
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
No fee

IND. ✓
REC. ✓
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7. The City of St. Charles will promptly reimburse Madison County for all applicable expenses including engineering and construction inspection upon proper billing.

8. Madison County agrees to assume the cost of equivalent rural type paving for 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, 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. The City of St. Charles agrees to pay all other and additional costs associated with said paving including engineering and construction inspection expenses incurred by Madison County.

9. 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 as may legally be required;

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;

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.

10. Since this project may be partly financed with Federal Aid Funds, the grant of which requires that the Iowa Department of Transportation 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.

11. 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 Department of Transportation. The work to be subject to the approval of the County Engineer.

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

13. 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.

14. 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 conditions:

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

c. the City of St. Charles agrees to promptly reimburse Madison County upon proper billing for all construction, engineering, and inspection expense.

15. Madison County expressly agrees to do all things necessary to enable the City of St. Charles to effectuate the following provisions;

a. the parties agree that, after execution, this Agreement shall be filed with the Secretary of State of the State of Iowa in accordance with the provisions of the Code of Iowa, Section 28E.8 (1977);

b. after this Agreement has been filed with the Secretary of State, it shall be recorded with the Madison County Recorder in accordance with the provisions of the Code of Iowa, Section 28E.8 (1977).

16. 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.

17. The City of St. Charles shall hold Madison 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.

18. It is expressly agreed between Madison County, Iowa, and the City of St. Charles, Iowa, that this Agreement shall make null and void the Agreement dated August 14, 1975 between the City of St. Charles, Iowa and Madison County, Iowa.

Dated this 5 day of March, 1979.

MADISON COUNTY, IOWA

BY Phillip Carlson

BY Lyle L. Hart

BY _____

ATTEST: George L. Abrahams
(George Abrahams, Auditor)

SEAL

CITY OF ST. CHARLES, IOWA

BY Floyd Bennedict
(Lloyd Bennedict, Mayor)

ATTEST: Janet Lea Downs
(Clerk)

SEAL