



Book 2018 Page 3624

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Anthony Bardgett, 2139 Highway 38, Manchester, Iowa 52057 Telephone: (563) 927-3505
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**28E AGREEMENT
BETWEEN
DELAWARE COUNTY, IOWA
AND
THE CITY OF DYERSVILLE, IOWA
FOR THE TRANSFER OF RESPONSIBILITY OF X49
FROM 12TH AVENUE SW TO 1ST AVENUE WEST**

This Agreement, dated for reference purposes the 17th day of DECEMBER 2018, is made and entered into by and between Delaware County, Iowa (County) and the City of Dyersville, Iowa (City).

WHEREAS, County and City has already entered into a separate agreement to cost share the reconstruction of X-49 roadway from 12th Avenue SW to 1st Avenue West; and

WHEREAS, County and City desire to transfer all future responsibility of X49 from 12th Avenue SW to 1st Avenue West to the City once the County pays the City \$300,000.00 for it's portion of the reconstruction costs of X49 roadway from 12th Avenue SW to 1st Avenue West.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

SECTION 1. IDENTITY OF THE PARTIES

- 1.1 County is a political subdivision of the State of Iowa, organized and operating pursuant to Iowa Code Chapter 331. For purposes of this Agreement, the County's address is 301 E. Main Street, Manchester, Iowa 52057.
- 1.2 City is a municipality of the State of Iowa, organized and operating pursuant to Iowa Code Chapter 364. For purposes of this Agreement, the City's address is 340 1st Avenue East, Dyersville, Iowa 52040.

SECTION 2. PURPOSE. The purpose of this Agreement is to define the responsibility between both parties of X49 from 12th Avenue SW to 1st Avenue West.

SECTION 3. NO SEPARATE ENTITY CREATED. No separate legal or administrative entity is created by this Agreement.

SECTION 4. DURATION. This Agreement remains in effect perpetually until terminated pursuant to Section 10.

SECTION 5. POWERS AND DUTIES.

- 5.1 The parties retain all powers and duties conferred by law and must assist each other in the exercise of such powers and duties and the performance of this Agreement.
- 5.2 Upon payment of \$300,000.00 for reconstruction costs of X49 from 12th Avenue SW to 1st Avenue West, the City shall have all responsibility of X49 from 12th Avenue SW to 1st Avenue West.

SECTION 6. ENTIRE AGREEMENT.

- 6.1 This Agreement contains the entire Agreement and integrates all of the terms and conditions contained in and incidental to such Agreement and supersedes all prior negotiations and communications concerning this Agreement, oral or written, between the parties, their agents, employees and representatives. No modifications or waiver of any provision in this Agreement will be valid unless in writing and signed by all parties. If, for any reason, any provision of this Agreement is inoperative, the validity and effect of the other provisions are not affected thereby.
- 6.2 If any provisions of this Agreement are found to be invalid by any court, administrative agency, or tribunal of competent jurisdiction, the invalidity of any such provision will not affect the validity of the remaining provisions hereof.
- 6.3 This Agreement binds and inures to the benefit of the parties and their respective successors and assigns. The parties agree that neither City nor County may assign their rights and obligations hereunder to any party without prior written consent of the other party. Such consent will not be unreasonably withheld.

SECTION 7. GOVERNING LAW. This Agreement is governed by and interpreted under the laws of the State of Iowa.

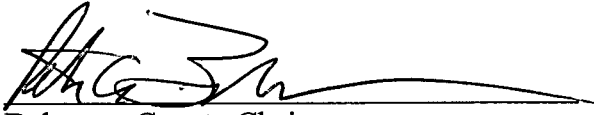
SECTION 8. AMENDMENTS. This Agreement may be amended at any time by the parties. All amendments must be in writing, signed by both parties, and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

SECTION 9. TERMINATION. This Agreement will terminate upon mutual agreement of the parties.

SECTION 10. EFFECTIVE DATE. This Agreement takes effect upon execution by the parties as required by law, filing with the Iowa Secretary of State and recording with the Delaware County Recorder.

SECTION 11. DISPUTE RESOLUTION. Any dispute between the parties arising out of or within the scope of the interpretation, construction, or application of this Agreement shall, prior to the commencement of any formal legal proceedings, be submitted to arbitration. Either party may submit to the other a written request for arbitration. Within ten (10) days after the date of such request, City and County will each select one (1) arbitrator and notify the other party of the name and address of such arbitrator. The arbitrators so selected will, within ten (10) days after being notified of their selection, select a third (3rd) arbitrator. After doing so, the arbitrators must notify City and County in writing of the name and address of the third (3rd) arbitrator. The arbitration proceedings will be governed by Iowa Code Chapter 679A.

APPROVED BY: DELAWARE COUNTY BOARD OF SUPERVISORS



Delaware County Chairperson

Date: Dec. 26, 2018.

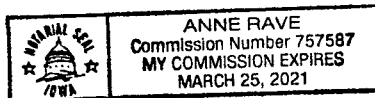
ATTEST:



Delaware County Auditor



On this 26th day of December, 2018, before me, Anne Rave, a Notary Public, in and for the State of Iowa, personally appeared Peter Buschmann and Carla K Becker, to me personally known and who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and Delaware County Auditor, respectively, of the County of Delaware, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in the resolution adopted by the Board of Supervisors of Delaware County on the 26th day of Dec, 2018, and Peter Buschmann and Carla K Becker acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Anne Rave
Notary Public

APPROVED BY: CITY OF DYERSVILLE, IOWA

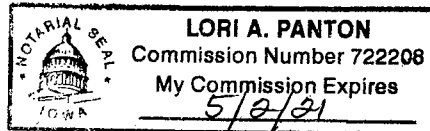
James A. Heavens
James A. Heavens, Mayor

Date: DECEMBER 17, 2018.

ATTEST:

Tricia L. Maiers
Tricia L. Maiers, City Clerk

On this 17 day of December, 2018, before me, Lori A. Pantor a Notary Public, in and for the State of Iowa, personally appeared James A. Heavens and Tricia L. Maiers to me personally known and who, being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dyersville, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the resolution adopted by the City Council, of the City of Dyersville City Council on the 17 day of December, 2018, and James A. Heavens and Tricia L. Maiers acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Lori A. Pantor
Notary Public