
DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: Story County Engineer, 837 N Ave., Nevada, IA 50201; (515) 2382-7355

STORY COUNTY SUPERVISORS RESOLUTION NO. 23-79
CITY OF MAXWELL RESOLUTION NO. 2023-04

AGREEMENT FOR BRIDGE REPLACEMENTS ON 325TH STREET

THIS IS AN AGREEMENT made pursuant to Iowa Code section 28E.12 by and between City and County upon the following terms and conditions:

1. DEFINITIONS. When used in this agreement, unless otherwise required by the context:
 - a. "CITY" means the City of Maxwell, Iowa, a municipal corporation located in the county of Story, state of Iowa.
 - b. "COUNTY" means Story County, Iowa, a municipal subdivision of the state of Iowa.
 - c. "PROJECT" means the replacement of the two bridges on 325th Street over Rock Creek.
 - d. "PLANS" means the construction drawings and specifications to be prepared by or for COUNTY.
 - e. "AGREEMENT" means this instrument in its entirety and the PLANS which shall constitute an integral part hereof.

2. DURATION. This agreement shall take effect from the date of its execution by both CITY and COUNTY and shall thereafter continue in full force and effect for such time as shall be necessary to fully accomplish its stated purposes and until it is terminated in accordance with its terms.

3. NO SEPARATE ENTITY. The agreement does not create a separate legal or administrative entity.

4. PURPOSE. The purpose of the agreement is to provide for the joint and cooperative design, construction and contract administration of the PROJECT in Story County inside and outside of the City's corporate limits.

5. CONSTRUCTION BIDS. After the PLANS have been reviewed by CITY and approved by COUNTY, COUNTY shall let the PROJECT through the DOT. Thereafter, and prior to the awarding of any contract for construction of the PROJECT, COUNTY shall submit to CITY for review copies of all bids received along with COUNTY'S recommendations concerning the award of contracts for construction of the PROJECT.

6. AWARD OF CONTRACT. After COUNTY has approved CITY'S recommendations concerning the award of contracts for the construction of the PROJECT, COUNTY may enter into contracts for the construction of the PROJECT. CITY will not be a party to the construction contracts.

7. SUPERVISION OF CONSTRUCTION. The COUNTY shall have general supervisory authority over the PROJECT and will provide administration and construction inspection services at no cost to the CITY. CITY'S engineer may inspect the PROJECT from time to time at their discretion for purposes of verifying compliance with this agreement.

8. ACCEPTANCE OF CONSTRUCTION. After construction of the PROJECT has been completed in an acceptable manner and so certified by the COUNTY and reviewed by CITY, COUNTY shall formally accept the work performed under the construction contracts.

9. PAYMENT OF PROJECT COSTS. All costs of the PROJECT will be paid for by the COUNTY and the COUNTY will get reimbursed with City Bridge Program funds. Any additional costs of the PROJECT that are not reimbursable will be paid by the COUNTY.

10. TIMETABLE. COUNTY and CITY shall each proceed with reasonable diligence in the performance of all actions required by them, respectively, under this agreement.

11. TERMINATION. Upon completion of the PROJECT and performance of all actions required by COUNTY and CITY by this agreement, as acknowledged by resolution adopted, respectively, by the Board of Supervisors of COUNTY and the Council of CITY, this agreement shall terminate.

PURSUANT TO authority contained in Chapter 28E of the Code of Iowa and by virtue of a resolution adopted by its Council, CITY has caused this agreement to be executed on its behalf on this 6th day of March, 2023.

(SEAL)

CITY OF Maxwell, IOWA

By [Signature]
Jameson Hudson, Mayor

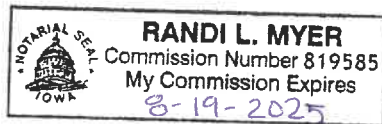
ATTEST

By [Signature]
Deb Hayes, City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On the 6th day of March, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Jameson Hudson and Deb Hayes, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Maxwell, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation; that the said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council, as contained in Resolution adopted by the City Council on the 6th day of March, 2023, and that the said Jameson Hudson and Deb Hayes acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation.

[Signature]
Notary Public in and for the State of Iowa



12. MULTIPLE COPIES. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

PURSUANT TO authority contained in Chapter 28E of the Code of Iowa, and by virtue of a resolution adopted by its Board of Supervisors, COUNTY has caused this agreement to be executed on its behalf on this _____ day of _____, 2023.

Moved by: _____
Seconded by: _____
Voting aye: _____
Voting nay: _____
Absent: _____
Not voting: _____

STORY COUNTY, IOWA

(SEAL)

By _____
Latifah Faisal, Chair
Board of Supervisors

ATTEST

By _____
Lucy Martin, County Auditor

STATE OF IOWA, COUNTY OF STORY, ss:

On the _____ day of _____, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Latifah Faisal and Lucy Martin, to me personally known, and who, being by me duly sworn, did say that they are the Chair of the Board of Supervisors and County Auditor, respectively, of the County of Story, State of Iowa; that the seal affixed to the foregoing instrument is the corporate seal of Story County, Iowa; and that the foregoing instrument was signed and sealed on behalf of Story County, Iowa, by authority of its Board of Supervisors, as contained in Resolution adopted by the Board of Supervisors on the _____ day of _____, 2023, and that the said Latifah Faisal and Lucy Martin acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of Story County, Iowa.

Notary Public in and for the State of Iowa