

# Resolution 20-24

## 28E Agreement Regarding

### Construction of County Road German Ave

#### Within the City's Corporate Limits

This agreement made and entered into by and between the City of Holstein, Iowa, hereinafter referred to as the City, and Ida County, Iowa herein referred to as the County.

Whereas County Road German Ave from its intersection with US-20 south approximately 500 feet is in need of being upgraded to a hard surface.

Whereas the North bound lane of said roadway is within the County and the South bound Lane of said roadway is within the corporate limits of the City, and

Whereas, The County and the City mutually desire to reach an equitable decision as to functions to be performed and the financial responsibility of each party concerning the construction of German Ave in said area.

Therefore, In accord with Chapter 28E and other relevant sections of the Code of Iowa, The City and County enter the following agreement in order to define the duties and responsibilities of each party regarding the construction of German Ave along the corporate limit.

- a. The County shall do or cause to be done
  1. Design and survey of the project,
  2. Close during construction or provide Traffic Control for the section of roadway along German Ave as needed
  3. Negotiate contract for construction
  4. Provide Construction Supervision
  5. Pay all bills and provide the City with a summary of costs
  6. Widen the roadway 2' on each side after initial construction
- b. City Responsibilities:

The City agrees to reimburse the County for one half the total cost of said reconstruction project. "Total estimated" cost: C.V.C- \$90,609.86, IDA Co. \$14,000.00

Payment of City's share, shall be made in two installments to be made as follows:

½ no later than June 30, 2020

½ no later than June 30, 2021

Estimated time to begin project shall be June 17, 2020. Completion is estimated to be within 10 days.

The Ida County Engineer shall administer this agreement as per Section 28E.6 of the Code of Iowa and in consultation with the Ida County Board of Supervisors and the Holstein City Council.

Each party is responsible for liability occurring as a result of the acts or omissions in performing its obligations under this agreement. The City shall protect, indemnify, defend, and hold harmless the County for acts or omissions of the City, its officers, employees, agents, and assigns with respect to the obligations of the City under this agreement. The County shall protect, indemnify, defend, and hold harmless the City for acts or omissions of the County, its officers, employees, agents, and assigns, with respect to the obligations of the County under this agreement.

This agreement is effective upon filing and recording as required by law.

IN WITNESS WHEREOF, the City and County have set their hands, for the purposes herein expressed, on the dates indicated below.

For Ida County

For City of Holstein

By



By

\_\_\_\_\_

Chair, Board of Supervisors

Mayor

Date

5/26/2020

Date

\_\_\_\_\_

Attest



Attest

\_\_\_\_\_

Ida County Auditor

Holstein City Administrator