

INTERGOVERNMENTAL AGREEMENT

FOR

MAINTENANCE OF BORDERLINE ROAD

(UTAH AVENUE)

WITH AND BETWEEN

THE CITY OF BUFFALO AND THE CITY OF DAVENPORT

This Agreement made by and between The City of Buffalo, Iowa, and The City of Davenport, Iowa, both incorporated and acting through their respective City Councils.

In the interest of intergovernmental cooperation this agreement is being made to delineate the maintenance responsibilities of each city on the borderline road, Utah Avenue; that portion of which runs from approximately the Mississippi River, North until it ends at private property. Under the Code of Iowa each City is responsible for all roads within the city limits, unless a formal agreement is made between the two cities through their Councils specifying the items of responsibility and terms. The purpose of this agreement is to lay down responsibilities by delineating the maintenance responsibilities of each City.

WITNESSETH:

WHEREAS, Chapter 28E of the Code of Iowa provides for the joint exercise of governmental powers in providing public services, and

WHEREAS, the City of Buffalo and the City of Davenport desire to enter into an agreement to provide for the maintenance of Utah Avenue where it lies on the boundary of the two cities,

IT IS THEREFORE STIPULATED AND AGREED between the City of Buffalo and the City of Davenport, as follows:

A. Definition of winter maintenance and general/summer maintenance:

1. Winter Maintenance - Snow removal and ice control including plowing, chemicals and abrasive if usual and customary. Winter maintenance is agreed to be the period, October 1, each year through March 31, each year.

2. General/ Summer Maintenance Surface blading, leveling and reshaping of crushed rock surface and shoulders; placing of necessary additional rock and blading of surfaces and shoulders; maintenance of any guard rails; re-ditching and maintaining drainage structures as needed (but not reconstruction and replacement); miscellaneous items associated with normal road and street maintenance; furnishing and erecting signs and maintaining same in accordance with the Manual on Uniform Traffic Control Devices for the State of Iowa. Summer maintenance is agreed to be for the period, April 1, through September 30, each year.
- B. That the City of Buffalo will be responsible for maintenance set out in A.1, (Winter maintenance) and for furnishing, erecting, maintaining etc. signs as set out in A.2 for signs on the West side of Utah Avenue. All maintenance shall be in conformity with policies and ordinances of the City Code of Buffalo.
- C. That the City of Davenport will be responsible for maintenance set out in A.2, (Summer maintenance) except as to maintenance of signs which the city will only be responsible for signs on the East side of Utah Avenue. All maintenance shall be in conformity with policies and ordinances of the City of Davenport.
- D. Any major improvements, repairs or construction projects shall be approved by both the Davenport City Council and the Buffalo City Council before commencement. Both Cities shall approve the cost and the responsibility of each City for payment of the cost before commencement of any such project.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto as follows:

For the purpose of handling citizen concerns, questions or complaints, it shall be the responsibility of whichever City is contacted, to follow-up on citizen inquiry regardless of the citizen place of residence, and as appropriate to contact the other jurisdiction to pass on the information to the appropriate authority.

The City of Buffalo agrees to indemnify and hold harmless the City of Davenport from any claim of liability resulting from negligent winter maintenance or signs that Buffalo is responsible for.

The City of Davenport agrees to indemnify and hold harmless the City of Buffalo from any claim of liability resulting from negligent summer maintenance or signs that Davenport is responsible for.

This Agreement shall be automatically renewed at the end of each anniversary date unless terminated by either party in writing 30 days prior to said date.

CITY OF BUFFALO, IOWA

CITY OF DAVENPORT, IOWA

By *Phil C. Hoover*  
Phil C. Hoover, Mayor

By \_\_\_\_\_  
Patrick J. Gibbs, Mayor

Attested by *Carol A. Bernauer*

Attested by \_\_\_\_\_

Dated this 13 day of Oct., 1997

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1997

Passed by the City Council of Buffalo, IA this 13 day of October, 1997.

Approved and signed by the Mayor of Buffalo, IA this 13 day of October, 1997.

Signed: *Phil C. Hoover*  
Phil C. Hoover, Mayor, Buffalo, IA

Attest: *Carol A. Bernauer*  
Carol A. Bernauer, City Clerk,  
Buffalo, IA