

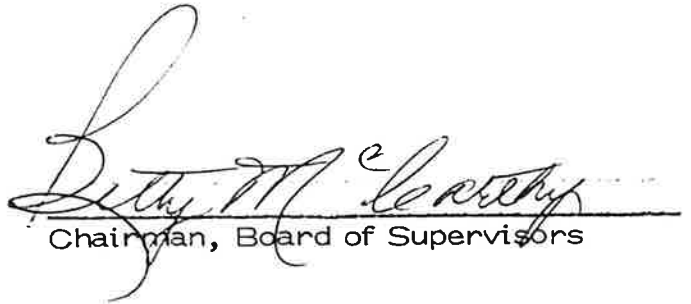
RESOLUTION #137

Whereas, the Mitchell County Board of Supervisors approves in concept the proposed Joint Bridge Construction Agreement between the County of Mower, Minnesota and Mitchell County, Iowa, a copy of which is made a part hereof.

Therefore Be It Resolved that the Chairman of the Board of Supervisors of Mitchell County is authorized to execute said contract on behalf of Mitchell County, thereby to bind the County to its terms.

Attest:


Dorothy Kindschuh, Auditor


Chairman, Board of Supervisors

JOINT BRIDGE CONSTRUCTION AGREEMENT
MOWER COUNTY, MINNESOTA AND MITCHELL COUNTY, IOWA

THIS AGREEMENT is made on this 20th day of December, 1984, by and between Mower County, a political subdivision of the State of Minnesota, and Mitchell County, a political subdivision of the State of Iowa.

WHEREAS, Mower County has prepared plans to replace Bridge L5009 with Bridge 50560 over a branch of Little Cedar River located at the south line of Section Thirty-Four (34), Township One Hundred One (101) North of Range Sixteen (16) West and north line of Section Nine (9), Township One Hundred (100) North of Range Sixteen (16) West; and

WHEREAS, the plans for the replacement of said bridge have been approved by the Federal Highway Administration and the State Division of the Minnesota Department of Transportation; and,

WHEREAS, Mitchell County, Iowa, wishes to have the bridge structure which is located on its north line replaced; and

WHEREAS, the Mitchell County Highway Department has submitted plans to the Iowa Secondary Roads Administration and to the Federal Highway Administrator for approval and has requested funding therefor; and

WHEREAS, the cost of said bridge replacement has been reliably estimated to be \$268,000 plus engineering and other contingencies, engineering and contingencies being expected to come to about \$26,800,

NOW, THEREFORE, IT IS MUTUALLY AGREED between the County of Mower and Mitchell County that all costs incurred in the construction of said bridge including removal of the old bridge, all structure costs and engineering expenses, will be shared equally between the counties. The approach grading will be the obligation of Mitchell County, except 100 ft. temporary ramps at each bridge end will be built by Mower County.

IT IS FURTHER AGREED that Mower County will be responsible for the contract and will provide the engineering and inspection as deemed necessary for the completion of the project to the approval of the Federal Highway Administration.

IT IS FURTHER AGREED that following the letting and determination of the contract costs, Mitchell County will submit a check to the Commissioner of Transportation of the State of Minnesota in an amount equal to one-half of the contract cost and upon completion of the project, agrees to pay to the County of Mower one-half the cost of preliminary and construction engineering.

The foregoing agreement is hereby signed and sealed by the parties thereto by and through its duly elected officials who do hereby represent that they have authority to enter into the aforesaid agreement from their respective governing bodies.

MITCHELL COUNTY, IOWA

BY:

Betty McCarthy
Supervisor

BY:

Dorothy Kindschuh
Auditor

MOWER COUNTY, MINNESOTA

BY:

Betty McCarthy
Chairman of the Board of Commissioners

BY:

County Auditor

STATE OF IOWA)

) ss.

COUNTY OF MITCHELL)

The foregoing was acknowledged before me this 20 day of December, 1984, by Betty McCarthy and Dorothy Kindschuh, the Supervisor and the County Auditor of the County of Mitchell, a political subdivision under the laws of the State of Iowa, on behalf of the County of Mitchell.

Ruth Janssen
Notary Public



STATE OF MINNESOTA)

) ss.

COUNTY OF MOWER)

The foregoing was acknowledged before me this _____ day of _____, 1984, by _____ and _____, the Chairman of the Board of Commissioners and the County Auditor of Mower County, a political subdivision under the laws of the State of Minnesota, on behalf of the County of Mower.

Notary Public