

RESOLUTION NO. 1545

RESOLUTION APPROVING A 28E AGREEMENT WITH THE WEST BRANCH COMMUNITY SCHOOL DISTRICT CONCERNING THE WEST BRANCH HIGH SCHOOL PHASE 3 IMPROVEMENTS PROJECT

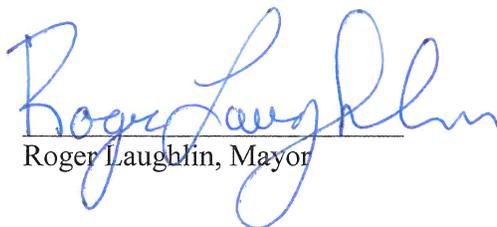
WHEREAS, the City Council of the City of West Branch and Board of Directors of the West Branch Community School District have both heretofore deemed it necessary and desirable to share in the responsibility of maintenance of the new private water service line being installed as part of the West Branch High School Phase 3 Improvements Project; and

WHEREAS, it is now necessary for the City and School to enter into a 28E Agreement to outline the obligations and responsibilities of each party as it pertains to the maintenance of the Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned 28E Agreement is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

* * * * *

Passed and approved this 8th day of December, 2016.



Roger Laughlin, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk

28E AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358 (hereafter referred to as the “City”); and the West Branch Community School District, 148 N. Oliphant Street, West Branch, Iowa 52358 (hereafter referred to as “School”).

WHEREAS, the City Council of the City of West Branch and Board of Directors of the West Branch Community School District have both heretofore deemed it necessary and desirable to share in the responsibility of maintenance of the new private water service line being installed as part of the West Branch High School Phase 3 Improvements Project; and

WHEREAS, it is now necessary for the City and School to enter into a 28E Agreement to outline the obligations and responsibilities of each party as it pertains to the maintenance of the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE.** The purpose of this 28E Agreement is to set forth the duties and obligations of the City and School in connection with the installation and maintenance the new private water service line that is being installed as part of the West Branch High School Phase 3 Improvements Project.
2. **SEPARATE ENTITY.** Further, it is hereby noted that no separate legal entity shall be created by this Agreement and the West Branch City Council and Board of Directors of the West Branch Community School District.
3. **DUTIES AND RESPONSIBILITIES OF THE PARTIES.**
 - A. The School shall own and maintain the hydrants, valves, pipes, fittings, services and all other portions of the new private water service line on School Property (per Section 90.12 of the City Code). All hydrants will have STORZ connections.
 - B. At no cost to the School, the City shall annually complete flushing of the new private water service line on School property at the same time that other hydrants are flushed.
 - C. The School shall not hold the City liable for any damage that occurs during flushing.
 - D. During construction of the private water service line on School property, the School shall install a permanent hydrant at the intersection of Main Street and the new private water service line to be used for pressure testing, disinfection, flushing and

bacterial sampling. The permanent hydrant will be installed on the new private water service line, not on the city water main.

- E. The School shall install a new 4" water meter, approved by the West Branch Public Works Director, and that meter shall be located in a meter pit or just inside the West Branch High School building. Placement will be agreed to between a representative of the School and the City.
- F. The City shall not charge the School for any water from the private water service line that is used for fire protection or any flushing of hydrants by the City.
- G. The School is responsible for installing meters and paying the City for all water use from the new private water service line, except for water uses specified in section 4(F).
- H. The School shall prohibit any landscaping or other water use from any hydrant on the new private water service line that is not metered.

4. MODIFICATION OF AGREEMENT. Modification of this agreement shall be made only by the consent of the West Branch City Council and the West Branch Community School District Board of Directors. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by both parties.

5. TERM AND TERMINATION OF THIS AGREEMENT. The initial term of this agreement shall commence on November 7, 2016 and shall terminate on June 30, 2017. This Agreement will automatically renew for another year terms until such time as either party gives the other party notice of termination by July 1st of each year this Agreement is in effect. Both parties to this agreement may also terminate participation upon sixty days' notice to the other party of the agreement.

6. NOTICES. All notices given under this Agreement shall be in writing and shall be deemed delivered on the date of placing the notice in the U.S. Mail, postage prepaid, to the following address:

For the School:
West Branch Community School District
148 N. Oliphant Street
West Branch, Iowa 52358
ATTN: Superintendent

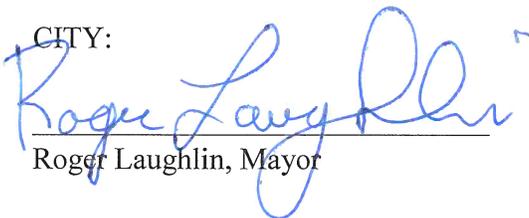
For the City:
City of West Branch
110 N. Poplar Street
West Branch, Iowa 52358
ATTN: City Administrator

7. INDEMNITIES. Each party to this Agreement expressly agrees to save and hold the other party, its employees and agents, harmless from any and all claims filed against both or either party arising from the performance of the duties and obligations under this Agreement.

8. FILING. The City Clerk of West Branch shall file this Agreement with the Iowa Secretary of State's office as required by Section 28E.8 of the Code of Iowa.

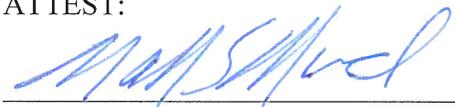
Executed and approved this 16th day of December, 2016.

CITY:



Roger Laughlin, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk

Executed and approved this _____ day of _____, 2016.

SCHOOL:

Mike Colbert, Board President

ATTEST:

Angie Klinkhammer, Board Secretary