

RESOLUTION 1739

STREET SWEEPING SERVICES AGREEMENT BETWEEN THE CITY OF WEST BRANCH AND BETHANY LUTHERAN CHURCH OF WEST BRANCH, IOWA FOR THE SERVICES OF PARKING LOT SWEEPING SERVICES

This Agreement is made and entered into as of the 17th day of September 2018 by and between the City of West Branch hereinafter called "CITY" and Bethany Lutheran Church of West Branch, Iowa hereinafter called "Bethany Lutheran".

RECITALS

This agreement is entered into with reference to the following facts and circumstances:

Whereas, the City has a park by the name "Beranek" adjacent to the worship center known as Bethany Lutheran, and

Whereas, it is frequent and likely during large festivities held at Beranek over-flow parking tend to encroach on the property of Bethany Lutheran, and

Whereas, the city is appreciative of the neighborly position of Bethany Lutheran to forgive this these trespasses, and

Whereas, these properties are surrounded by mature trees and have been known to drop large amounts of leaves during the seasons of autumn and/or winter depending on weather, and

Whereas, the upkeep of Bethany Lutheran property including leaf disposal is largely depended on the volunteerism of its congregation, and

Whereas, leaf disposal is beneficial for the City for reasons of storm water flows preventing backups, minimizing the negative effects leaf litter decomposition in public streams and contribution to the overall aesthetics of the city.

Now Be It Resolved, the following Terms of the Agreement:

CITY

1. The City agrees to include the parking lot of Bethany Lutheran Church in the city's normal rotation of City Street sweeping during the regular seasons of street sweeping depending on the conditions of weather.
2. The City agrees to provide this service at no charge.

BETHANY LUTHERAN

1. Bethany Lutheran agrees to allow their parking lot to be used for public parking during large events held at Beranek Park with the understanding that organized Bethany Lutheran church activities such as, but not limited to, worship services, funerals, and weddings take precedence over Beranek Park overflow public parking.

BOTH PARTIES

1. Both parties agree that this agreement can be terminated by either party at any time by written notice in the U.S. mail, postage prepaid, to the following address

For the CITY:

City of West Branch
P.O. Box 218, 110 N. Poplar Street
West Branch, Iowa 52358
Attn: City Administrator

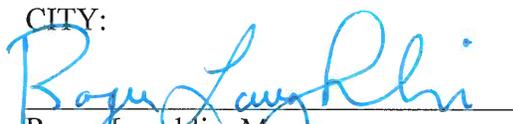
For Bethany Lutheran

P.O. Box 236, 235 S. 2nd Street
West Branch, Iowa 52358
Attn: Pastor

2. Both parties agree to hold harmless the other against any and all claims, suits, actions, liability, loss, damage, expense, cost (including without limitation, cost and fees of litigation including attorney's fees) of every nature, kind or description, which may be brought against, suffered, or sustained by either party.

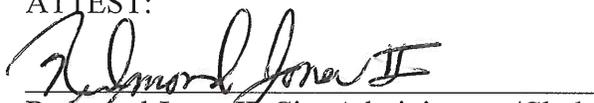
Executed and approved this 23 day of October, 2018.

CITY:



Roger Laughlin, Mayor

ATTEST:



Redmond Jones II, City Administrator/Clerk

BETHANY LUTHERAN:



Beth Kaufman, Council President