

RESOLUTION NO. 1252

RESOLUTION APPROVING A TEMPORARY WATER SUPPLY
AGREEMENT WITH CRESTVIEW NURSING AND REHAB CENTER.

WHEREAS, Crestview Nursing and Rehab Center desires to enter into a Temporary Water Supply Agreement with the City of West Branch whereby the City provides Crestview with non-potable water in the case of a water outage; and

WHEREAS, Crestview has provided the City of West Branch with proposed language for a *Temporary Water Supply Agreement* and a copy of Care Initiatives' *Loss of Water Supply Procedure*; and

WHEREAS, the city attorney has drafted an agreement based on these documents and feedback from City Staff; and

WHEREAS, it is now necessary for the City Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council hereby approves a temporary water supply agreement attached as "Exhibit A" with Crestview Rehab and Nursing Center.

Passed and approved this 15th day of December, 2014.



Mark Worrell, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk

Exhibit A

TEMPORARY WATER SUPPLY AGREEMENT

THIS TEMPORARY WATER SUPPLY AGREEMENT (the "Agreement") is entered into by and between Care Initiatives, Inc., a Texas nonprofit corporation, (d/b/a Crestview Nursing and Rehab Center), 451 W. Orange Street, West Branch, Iowa 52358 (hereafter referred to as "Crestview"); and the City of West Branch, Iowa, a municipal corporation, 110 N. Poplar Street, West Branch, Iowa 52358 (hereafter referred to as "City").

WHEREAS, Crestview and the City desire to enter into an Agreement whereby the City provides Crestview with non-potable water in the case of a water outage.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Activation of Agreement. Both Crestview and the City expressly agree that the obligations of the City to deliver non-potable water to Crestview will only be activated if the water outage is three (3) hours or longer.
2. Contact by Crestview. In the event that Crestview loses its water supply, Crestview shall immediately contact the City of West Branch Public Works Director to report the same.
3. Non-potable water supply. It is hereby agreed that under the terms of this Agreement, the City will provide to Crestview a daily amount of water not to exceed 6,870 gallons. The West Branch Fire Department shall provide 2,000 gallons using a bulk water tank. The remaining additional water will be provided, as needed, by the City of West Branch Fire Department.
4. Payment for non-potable water delivered to Crestview. During the activation of this Agreement, the City shall keep accurate records of the amount of non-potable water delivered to Crestview. After the water supply has been restored to Crestview, the City shall provide an invoice to Crestview for the use of the non-potable water supplied to Crestview by the City. Crestview shall have 30 days from the date of the invoice to pay said invoice. The payment schedule for the delivery of the non-potable water shall be:

December 16, 2014 – June 30, 2015	\$6.51 per 1000 gallons
July 1, 2015 – June 30, 2016	\$7.15 per 1000 gallons
July 1, 2016 – June 30, 2017	\$7.79 per 1000 gallons

5. Duration of the Agreement. This Agreement shall be in full force and effect at the time of execution of this Agreement and continue through June 30, 2017.

Exhibit A

ACCEPTED AND AGREED TO:

Date: 12/9/14

By: Cheryl J. Mercer
Cheryl J. Mercer, Facility Adm.

Date: 12/16/14

Mark Worrell
Mark Worrell, Mayor

ATTEST:

Matt Muckler
Matt Muckler, City Administrator/Clerk