

RESOLUTION NO. 1506

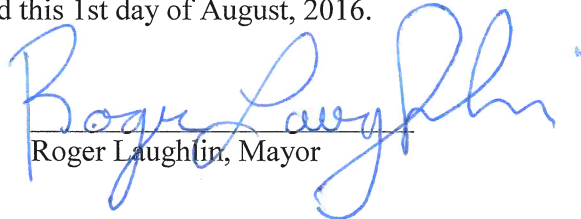
RESOLUTION APPROVING A 28E AGREEMENT WITH THE WEST BRANCH COMMUNITY SCHOOL DISTRICT FOR SHARED MAINTENANCE OF TRACT 1 OF THE PEDESTRIAN BRIDGE AND TRAIL, GENERALLY LOCATED SOUTH OF MAIN STREET BETWEEN THE DRIVEWAY OF 827 W. MAIN STREET AND WEST BRANCH HIGH SCHOOL

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 maintenance for Tract #1 of the pedestrian bridge and trail, generally located south of Main Street between the driveway of 827 W. Main Street and West Branch High School; 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 Tract #1 of the pedestrian bridge and trail.

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 1st day of August, 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 maintenance for Tract #1 of the pedestrian bridge and trail, generally located south of Main Street between the driveway of 827 W. Main Street and West Branch High School; 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 Tract #1 of the pedestrian bridge and trail.

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 maintenance for Tract #1 of the pedestrian bridge and trail, generally located south of Main Street between the driveway of 827 W. Main Street and West Branch High School.
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 District shall remove or stockpile all snow and ice from the walking trail, and cause all remaining surface ice to be treated with salt, sand or similar abrasive material in the same manner and same schedule as the District maintains it surrounding property. The District will assume all associated costs with this responsibility.
 - B. The District shall maintain and repair tract 1 of the trail, associated bridges or other structures necessary to keep the trail safe and in good working order in the same manner the District maintains its other structures and property. The District will assume all associated costs with this responsibility.

- C. The City shall be responsible for seeding, fertilizing, mowing, and trimming grass in the designated areas in the same manner and schedule as the city maintains its other areas. The City will assume all associated costs with this responsibility.
4. **PERMITTED ACTIVITIES.** Neither party shall conduct or permit any activities or programs on the property which shall violate any federal or state constitutional, regulatory, or statutory provisions. No alcoholic beverages, illegal substances, or smoking shall be permitted on the property. The District shall provide supervision for District-sponsored activities that utilize the trail.
5. **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.
6. **TERM AND TERMINATION OF THIS AGREEMENT.** The term of this agreement shall commence on October 1, 2016 and shall terminate on September 30, 2021. Both parties to this agreement may also terminate participation upon sixty days' written notice to the other party of the agreement.
7. **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 Schools
148 N. Oliphant Street
West Branch, Iowa 52358
ATTN: Superintendent

For the City:

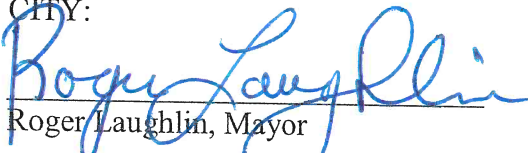
City of West Branch

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

8. **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.
9. **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 10 day of AUGUST, 2016.

CITY:


Roger Laughlin, Mayor

ATTEST:

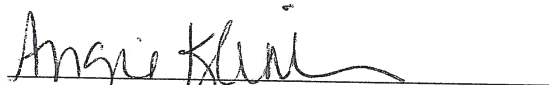

Matt Muckler, City Administrator/Clerk

Executed and approved this 4 day of August, 2016.

SCHOOL:


Mike Colbert, Board President

ATTEST:


Angie Klinkhammer, Board Secretary

