

## **STORM WATER MAINTENANCE AND REPAIR AGREEMENT**

This Agreement is made and entered into by and between the Cedar Falls Community School District, (hereinafter "School District") and the City of Cedar Falls, Iowa (hereinafter "City"), on the 11 day of April, 2022.

WHEREAS, the School District and the City jointly developed McMahon First Addition in the City of Cedar Falls, Iowa, legally described in Exhibit "A" attached (hereinafter the "Subdivision"); and

WHEREAS, the School District and the City each own property within the Subdivision separately and also the School District and the City own property within the Subdivision jointly as tenants in common with an undivided one-half interest each; and

WHEREAS, Tract E of the Subdivision, which contains a storm water detention facility, is owned jointly by the School District and the City; and

WHEREAS, the School District and the City acknowledge that all of the property located in the Subdivision is benefited by said storm water detention facility; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water detention facility which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, the parties have reached agreement on the terms and conditions of the required Maintenance and Repair Agreement and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. The parties agree that the storm water detention facility located on Tract E of the Subdivision has been constructed in compliance with all City requirements. Said storm water detention facility is depicted in Exhibit "B1" & "B2" attached (hereinafter the "Facility"). Any change to the composition of or size, shape or location of the Facility must be agreed upon by the parties in writing in advance.

2. The School District and the City are jointly responsible for maintenance and repair of the Facility. The City Engineer shall determine if and when any and all maintenance of or repair to the Facility are reasonably necessary. Should the City Engineer determine that maintenance or repair is reasonably necessary, the City Engineer shall provide notice to the School District of the same. Such notice shall include detailed plans as well as an estimate of costs, and shall be provided, except in an emergency, no less than 20 days prior to the commencement of any maintenance or repair. Following completion of maintenance or repair, the City shall provide an invoice to the School District showing the final cost of

such maintenance or repair. The School District shall pay 50% of the cost of such maintenance or repair within 30 days of receipt of such invoice. However, in the event of emergency as determined by the City Engineer, the City may complete necessary maintenance or repair with notice as called for in this paragraph to be provided to the School District as soon as reasonably practicable. In the event of emergency maintenance or repair the City shall provide an invoice to the School District upon completion and the School District shall pay 50% of the cost of emergency maintenance and repair within 30 days of receipt of such invoice.

3. The City shall be solely responsible for the inspection and operation of the Facility. The City shall be solely responsible for retaining records of maintenance and repair of the Facility. Such records shall be maintained for at least twenty-five (25) years or until the Facility or any portion thereof has been reconstructed. These records shall be made available to the School District at reasonable times upon request.

a) The parties agree to comply with the Detention Basin Operation and Maintenance Plan for the Facility attached as Exhibit C and incorporated herein.

b) City agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facility attached as Exhibit D and incorporated herein.

4. The City agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facility.

5. The City and School District each acknowledge that the other has access to the Facility for any purpose contemplated by this Agreement.

6. Any notices given pursuant to this Agreement shall be in writing and shall be either personally delivered, emailed or sent by ordinary mail to:

Denelle Gonnerman  
Chief Financial Officer/Board Secretary  
Cedar Falls Schools  
1002 W. 1<sup>st</sup> Street  
Cedar Falls, IA 50613  
(319) 553-2433  
denelle.gonnerman@cfschools.org

David Wicke, City Engineer  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613  
(319) 273-8600  
david.wicke@cedarfalls.com

7. The foregoing Agreement and attached Exhibits shall be covenants running with the land, and the same shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the School District and the City have executed this Storm Water Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

**Cedar Falls Community School District**

By: \_\_\_\_\_

Printed Name & Title: \_Jeff Hassman/Board President

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by \_\_\_\_\_ as \_\_\_\_\_ of the Cedar Falls

Notary Public in and for the State of Iowa

By: \_\_\_\_\_

Jacqueline Danielsen, MMC, City Clerk

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Notary Public in and for the State of Iowa