

Prepared by: Nate Kieffer, City of Dubuque, 50 West 13th Street, Dubuque, IA 52001 (563) 589-4270

**AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
B & M PROPERTIES & STORAGE, LLC
FOR THE UPPER BEE BRANCH CREEK
RESTORATION PROJECT**

This Agreement is made and entered into by and between the City of Dubuque, Iowa (City) and B & M Properties & Storage, LLC (B & M), this 7 day of November, 2016.

WHEREAS, B & M is the owner of the following described real property in the City of Dubuque, Iowa, abutting Pine Street and East 19th Street:

Lot 12 of East Dubuque Addition, common address 525 East 19th Street, in the City of Dubuque, Dubuque County, Iowa; and

WHEREAS, the City, while installing a storm sewer main in the Pine Street right of way for said project, found a conflict with the proposed location the storm sewer and the location of the existing private sanitary sewer lateral serving the building on said Lot 12; and

WHEREAS, the City proposes remedy the utility location conflict by replacing the existing gravity sanitary sewer service lateral with a private sanitary sewer pump station and associated force main discharge pipe, all located in the Pine Street right of way and install the proposed storm sewer improvements in the location shown on the approved plans for the Upper Bee Branch Creek Restoration Project.

WHEREAS, City and B & M are willing to enter into this Agreement, but only upon the terms and conditions set forth herein.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. City agrees to install, at no cost to B & M, a private sanitary sewer pump station and associated force main discharge pipe in the Pine Street right of way. City agrees to make all necessary connections to public sanitary sewer main on Garfield Avenue and to the existing private sanitary sewer service line serving the building on said Lot 12.
2. City agrees to own and maintain, except as stated below, said pump station and discharge piping in perpetuity.
3. B & M agrees to pay all electricity usage costs associated with the operation of the pump station unit in perpetuity.
4. B & M agrees to own and maintain all gravity sanitary sewer lateral piping between said pump station and buildings located on said Lot 12.
5. B & M agrees to contact a plumbing contractor, who has been approved by the City Engineer, and the City of Dubuque Police Department Dispatch Office in all cases of equipment malfunction associated with the pump station and discharge piping.
6. At such time that the City should extend sanitary sewer main adjacent to this property, the pump system shall be abandoned by the City, the City shall install a new sewer service connection to the new sewer main, and this agreement shall become null and void.

This agreement is subject to final approval by the City Council of the City of Dubuque.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings. This agreement shall be enforced under the laws of the State of Iowa. This is the entire agreement.

CITY OF DUBUQUE, IOWA

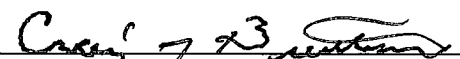
Attest:

Kevin S. Firnstahl, CMC, City Clerk

Roy D. Buol, Mayor

B & M Properties & Storage, LLC

Attest:


Craig Breitbach, Agent