Driveway and Utility Access Maintenance Agreement

This **Driveway and Utility Access Maintenance Agreement** (the **Agreement**) is entered into as of August __,- 2026 (the **Effective Date**), by and between the **City of Bloomfield, Iowa** (the **City**) and the **Davis County Community School District** (the **District**). The City and the District may be referred to individually as a **Party** and collectively as the **Parties**.

Recitals

A. The District owns, controls, or is responsible for certain real property in or near Bloomfield, Iowa, including property serving the Davis County Middle and Elementary Schools.

B. The District is undertaking improvements that include expanding a parking lot in an area used for access to City utility facilities that are located underground and that serve the Davis County Middle and Elementary Schools.

C. The Parties acknowledge that the driveway, parking area, or related surface improvement described in this Agreement is the only current access route available to the City for inspection, maintenance, repair, replacement, boring, installation, or other work relating to City utilities serving the Davis County Middle and Elementary Schools.

D. The City is willing to permit the District's improvements to proceed, provided that the City's access to its utilities is preserved and the District remains responsible for maintenance of the affected drive or parking area and for costs incurred by the City if utility work in the area is required.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Agreement

1.- Defined Area

1.1.- **Defined Area.** For purposes of this Agreement, the **Defined Area** means the driveway, parking area, expanded parking lot area, and any adjacent or related surface or subsurface area that: (a) is affected by the District's parking lot expansion; and (b) is used or reasonably necessary for City access to utilities serving the Davis County Middle and Elementary Schools.

1.2.- **Exhibit.** The Parties may attach a site plan, survey, engineering drawing, or other depiction of the Defined Area as **Exhibit A**.

2.- District Maintenance Obligation

2.1.- **Maintenance of Drive and Parking Area.** The District shall, at its sole cost and expense, maintain the Defined Area in good, safe, stable, passable, and usable condition for vehicular and equipment access by the City and its employees, agents, contractors, utility crews, and emergency responders.

2.2.- **Scope of Maintenance.** The District's maintenance obligation includes, without limitation, grading, drainage, paving, patching, resurfacing, snow and ice removal, subsurface stabilization, repair of settlement or heaving, repair of damage caused by the District's parking lot improvements, and any other work reasonably necessary to keep the Defined Area accessible and suitable for City utility access.

2.3.- **No Interference with Utility Access.** The District shall not place, construct, install, permit, or maintain any obstruction, structure in the Defined Area that materially interferes with the City's access to, operation of, maintenance of, repair of, replacement of, or installation of City utilities, unless the City gives prior written approval.

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2.4.- **Load-Bearing Condition.** The District shall maintain the Defined Area in a condition capable of supporting vehicles, repair equipment, and other equipment reasonably used by the City or its contractors for utility work.

3.- City Utility Access Rights

3.1.- **Access Preserved.** The City retains the right to enter upon and use the Defined Area, without charge, for the purpose of inspecting, operating, maintaining, repairing, replacing, boring, installing, improving, locating, marking, protecting, or removing City utilities serving the Davis County Middle and Elementary Schools or otherwise located in or accessible through the Defined Area.

3.2.- **Access by Contractors.** The City's access rights include the right for the City's engineers, contractors, subcontractors, utility providers, employees, agents, and representatives to enter and use the Defined Area for City utility purposes.

3.3.- **Emergency Access.** In an emergency or urgent utility condition, the City may enter and perform work in the Defined Area without prior notice to the District. The City shall provide notice to the District as soon as reasonably practicable after such entry.

3.4.- **Non-Emergency Coordination.** For non-emergency utility work, the City shall make reasonable efforts to coordinate the timing and location of work with the District so as to reduce unnecessary disruption to school operations, provided that such coordination shall not delay or limit the City's ability to perform necessary utility work.

4.- District Responsibility for Utility-Related Costs in the Defined Area

4.1.- **District Cost Responsibility.** If the City is required to repair, relocate, replace, bore, install, or construct new or replacement utilities in, under, through, across, or adjacent to the Defined Area because of, arising out of, or made more difficult or more expensive by the District's, parking lot expansion, surface improvements, subsurface improvements, or maintenance or failure to maintain the Defined Area, the District shall be responsible for all resulting costs and expenses incurred by the City.

4.2.- **Covered Costs.** Costs and expenses for which the District is responsible include, without limitation, ~~engineering, surveying,~~ locating, ~~design,~~ boring, excavation, trenching, shoring, dewatering, traffic control, utility protection, utility relocation, replacement utility installation, repair, backfill, compaction, paving, patching, resurfacing, restoration, ~~testing,~~ inspection, permitting, contractor charges, equipment charges, labor, materials, administrative costs, and legal or professional fees reasonably incurred by the City in connection with the work.

4.3.- **No Limitation to District Fault.** The District's responsibility under this Section applies regardless of whether the need for the City's utility work results from District fault, provided that the work is required in the Defined Area and is caused by, related to, or made more expensive by the existence, placement, condition, or maintenance of the District's, parking lot improvements, or related improvements.

4.4.- **Billing and Payment.** The City may invoice the District for costs covered by this Agreement. The District shall pay each invoice within thirty (30) days after receipt. Amounts not paid when due shall accrue interest at the maximum rate permitted by Iowa law, or, if no maximum applies, at the rate of one percent (1%) per month.

5.- Restoration After Utility Work

5.1.- **City Restoration Standard.** Following City utility work in the Defined Area, the City shall restore the affected surface to a reasonably safe condition, taking into account the nature and urgency of the utility work performed.

5.2.- **District Final Restoration Responsibility.** To the extent final paving, resurfacing, striping, landscaping, drainage, grading, or other restoration is required because of the District's improvements, , parking lot configuration, or maintenance obligations, the District shall perform or pay for such final restoration.

5.3.- **No Obligation to Restore District Improvements.** The City shall not be responsible for damage to, removal of, or restoration of, parking improvements, landscaping, curbs, signs, striping, pavement, or other District improvements located in the Defined Area to the extent such removal or damage is reasonably necessary for City utility access or work.

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6.- Notice of Improvements and Subsurface Work

6.1.- **Prior Notice to City.** Before commencing any excavation, boring, construction, , parking lot expansion, resurfacing, reconstruction, or other work in the Defined Area, the District shall provide the City with reasonable prior written notice and copies of available plans, drawings, and specifications for the proposed work.

6.2.- **City Review.** The City may review proposed work for potential impacts on City utilities and utility access. The City's review or failure to object shall not constitute approval of work that interferes with City utilities or access rights and shall not waive the District's obligations under this Agreement.

6.3.- **Utility Locates.** The District shall comply with all applicable utility locate requirements before performing or permitting any excavation, boring, or subsurface work in the Defined Area.

7.- Indemnification

7.1.- **District Indemnity.** To the fullest extent permitted by law, the District shall indemnify, defend, and hold harmless the City and its elected officials, officers, employees, agents, representatives, contractors, and successors from and against all claims, demands, damages, liabilities, losses, costs, expenses, and causes of action, including reasonable attorney fees, arising out of or relating to: (a) the District's r parking lot improvements in the Defined Area; ~~(b) the District's failure to maintain the Defined Area as required by this Agreement;~~ (c) damage to City utilities caused by the District or its contractors, agents, employees, invitees, or improvements; ~~or (d) bodily injury, death, or property damage occurring in or arising from the condition of the Defined Area~~, except to the extent caused by the City's own negligence or willful misconduct.

7.2.- **Governmental Immunities Preserved.** Nothing in this Agreement shall be construed as a waiver by either Party of any immunity, defense, limitation of liability, or statutory protection available under Iowa law.

8.- Insurance

8.1.- **District Coverage.** The District shall maintain insurance coverage, self-insurance, or risk-pool coverage reasonably sufficient to cover its obligations under this Agreement, including general liability coverage and coverage for property damage arising from the District's improvements or maintenance obligations in the Defined Area.

8.2.- **Contractor Coverage.** The District shall require contractors performing work in the Defined Area to maintain commercially reasonable insurance coverage for the work performed, including general liability and workers' compensation coverage as required by law.

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9.- Default and Remedies

9.1.- **Default.** A Party is in default if it fails to perform any obligation under this Agreement and does not cure the failure within thirty (30) days after written notice from the non-defaulting Party. If the default cannot reasonably be cured within thirty (30) days, the defaulting Party shall not be in default if it begins cure within the thirty (30) day period and diligently proceeds to complete the cure.

9.2.- **Immediate Action by City.** If the District fails to maintain the Defined Area in a condition that permits City utility access, or if the City determines that immediate action is necessary to protect utilities, public health, safety, or service continuity, the City may perform or cause to be performed such work as the City reasonably determines necessary. ~~The District shall reimburse the City for all resulting costs and expenses within thirty (30) days after invoice.~~

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9.3.- **Remedies Cumulative.** The remedies in this Agreement are cumulative and are in addition to any remedies available at law or in equity, including specific performance, injunctive relief, reimbursement, and damages.

9.4.- **Attorney Fees.** In any action or proceeding to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney fees, costs, and expenses to the extent permitted by law.

10.- Term; Binding Effect

10.1.- **Term.** This Agreement begins on the Effective Date and continues for so long as any City utility serving the Davis County Middle and Elementary Schools is located in, under, through, across, or accessible by way of the Defined Area, unless the Parties terminate this Agreement by a written instrument signed by both Parties.

10.2.- **Binding Effect.** This Agreement binds and benefits the Parties and their respective successors and assigns, including any successor owner, operator, or governmental entity responsible for the Defined Area or the City utilities.

10.3.- **Covenants Running with the Land.** To the extent permitted by law, the obligations and access rights in this Agreement are intended to run with the land and bind the Defined Area and any successor owner or responsible public entity.

11.- Assignment; Transfer

11.1.- **District Transfer.** The District shall not transfer responsibility for the Defined Area or any portion of the affected property without requiring the transferee or successor to assume the District's obligations under this Agreement, unless the City provides prior written consent.

11.2.- **City Utility Successors.** The City may assign or transfer its rights under this Agreement to any successor public utility, municipal utility, or governmental entity that assumes responsibility for the City utilities serving the Davis County Middle and Elementary Schools.

12.- Notices

12.1.- **Notice Addresses.** Notices under this Agreement shall be in writing and delivered personally, by recognized overnight courier, by certified mail, return receipt requested, or by email with confirmation of transmission, to the following addresses or to any updated address provided by notice:

City:
City of Bloomfield, Iowa
Attn: City Clerk
Address: 111 W. Franklin Street, Bloomfield, Iowa 52537
Email: kyle.mcclure@cityofbloomfield.org

District:
Davis County Community School District
Attn: Superintendent
Address: 608 S. Washington Street, Bloomfield, Iowa 52537
Email: _____

12.2.- **Effective Date of Notice.** Notice is effective upon personal delivery, upon confirmed email transmission if sent during normal business hours on a business day, on the next business day if sent by confirmed email outside normal business hours, upon delivery by overnight courier, or three (3) business days after mailing by certified mail.

13.- Recording

13.1.- **Memorandum or Agreement.** Either Party may record this Agreement, or a memorandum of this Agreement, in the office of the Davis County, Iowa, Recorder or other appropriate recording office if recording is necessary or desirable to provide notice of the rights and obligations affecting the Defined Area.

13.2.- **Cooperation.** Each Party shall execute such acknowledgments, memoranda, or other documents reasonably necessary to permit recording.

14.- Governing Law; Venue

14.1.- **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Iowa.

14.2.- **Venue.** Venue for any action arising out of or relating to this Agreement shall be in the Iowa District Court for Davis County, Iowa, unless otherwise required by law.

15.- Miscellaneous

15.1.- **Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the Defined Area, City utility access, and the District's maintenance and cost responsibilities, and supersedes all prior discussions, negotiations, and understandings concerning those subjects.

15.2.- **Amendment.** This Agreement may be amended only by a written instrument signed by both Parties.

15.3.- **No Waiver.** A Party's failure to enforce any provision of this Agreement is not a waiver of that provision or of the right to enforce it later.

15.4.- **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

15.5.- **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one instrument. Signatures transmitted electronically or by scanned copy shall be treated as originals for all purposes.

15.6.- **Authority.** Each person signing this Agreement represents that the person is authorized to sign on behalf of the Party identified below and to bind that Party to this Agreement.

The Parties have executed this Agreement as of the Effective Date.

City of Bloomfield, Iowa

By: _____ Date: _____
Chris Miller, Mayor

Attest:

By: _____ Date: _____
Kyle McClure, City Clerk

Davis County Community School District

By: _____ Date: _____
Joni Helton, Board President

Attest:

By: _____ Date: _____
Cole Rushing, Board Secretary

Exhibit A
Description or Depiction of Defined Area

[Attach site plan, survey, engineering drawing, or legal description identifying the driveway, drive aisle, parking area, ~~geothermal equipment area,~~ expanded parking lot area, and City utility access route.]