

RESOLUTION

A RESOLUTION AMENDING RULES FOR PORTABLE WATER STATION

WHEREAS, management of West Des Moines Water Works is vested in The Board of Trustees, and

WHEREAS, The Board of Trustees has determined that it is necessary and in the public interest to set forth rules for use of portable water stations,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE WEST DES MOINES WATER WORKS, AS FOLLOWS:

That the West Des Moines Water Works Rules for Portable Water Station be adopted as follows:

WEST DES MOINES WATER WORKS RULES FOR PORTABLE WATER STATION

1. Definitions

- A. "Water Works" shall mean the municipal water utility of the City of West Des Moines, Iowa, acting through its Board of Trustees.
- B. "Portable Water Station" shall mean any Water Works created portable water station which is made available for public or private events and connected to the Water Works' water distribution system.
- C. "Applicant" shall mean any individual, partnership, government, society, association, joint stock company, corporation, estate, receiver, trustee, assignee or referee, whether appointed by a court or otherwise, and any combination of individuals.

2. Applications and Deposits

- A. An Application and Agreement for a Portable Water Station will be accepted at any time during the normal business hours of the Water Works Treatment Plant Office. The station may be utilized only between the beginning and ending dates shown on the Application and Agreement for Portable Water Station.
 - 1. Applications will be accepted on a first come, first served basis. The Water Works will maintain a dated waiting list, when necessary. An Application and Agreement for Portable Water Station service shall be accompanied by a deposit in the form of cash, check or money order.
 - a. The deposit shall be \$100 per station for single day use.
 - b. Deposits for multi-day events when the water station cannot be removed daily during normal working hours shall be \$500 per station.
- C. Water Works will refund deposits, less applicable costs, fees, charges or penalties, after the equipment has been returned, tested and repaired as necessary.

- D. Applicants shall list all locations at which the portable water station is needed or will be used.
- E. Events must be located within the City of West Des Moines. Station use outside the city limits maybe approved by the General Manager on a case-by-case basis.
- F. An Application and Agreement for Portable Water Station service will not be accepted for events where water usage cannot be properly metered.

3. Approval of Equipment and Use

- A. Each use of portable water service shall be subject to inspection and approval by Water Works.
- B. All hoses attached to the Portable Water Station must be approved for potable (drinking) water. (100 foot hose provided by Water Works)
- C. Water Works Staff must have vehicle access to the site location.
- D. For events not sponsored by the City of West Des Moines, the Portable Water Station must be delivered by Water Works staff and cannot be delivered or picked up the day prior to an event or day after for security and water quality concerns.
- E. The water station cannot be unattended or in an unsecure location at any time.
- F. Water Works has the authority to cancel the water station(s) participation at an event for any reason.

4. Invoicing

- A. A non-refundable administrative, delivery, pickup and equipment testing fee shall be:
 - 1. No charge for delivery and pickup between 7:30 a.m. and 3:30 p.m. for weekday events.
 - 2. \$150.00 charge for pickup and/or delivery before 7:30 a.m. and after 3:30 p.m. for weekday events.
 - 3. \$250 charge for pickup and/or delivery for weekend events.
- B. The deposit will be applied to the invoice and the balance of said bills are payable within 30 days of the preparation of the invoice and are subject to all collection actions permitted under Iowa law and the Rules and Regulations of the West Des Moines Water Works.

5. Penalties

- A. Execution of the Application and Agreement for Portable Water Station service constitutes permission to use or operate Water Works equipment. However, the Water Works reserves the right to withdraw such permission, request appropriate action be taken under the provisions of said Code and/or impose

one or more of the following penalties, in the event said Agreement is broken by Applicant's failure to comply with these rules.

1. Damage to the Portable Water Station or other Water Works property: the actual cost of the repair or replacement, including all labor and materials required.
 2. Loss of Water Works property: the actual cost of replacement.
 3. Obtaining unmetered water: \$100 plus estimated water usage at the bulk water rate.
 4. Obtaining water from a source not shown on the Application and Agreement for Portable Water Service: \$100 plus the cost of an inspection and the cost of any needed repairs.
 5. Obtaining water for a purpose other than that shown on the Application and Agreement for Portable Water Station Service: Cancellation of the Application and Agreement for Portable Water Station.
- B. Agreements which have been cancelled will not be renewed for 30 days after cancellation.
- C. The provisions of this section shall not have any effect upon legal remedies under The Code of Iowa which may be available to the West Des Moines Water Works.
6. Water Quality
- A. The West Des Moines Water Works water supply is warranted to meet applicable governmental regulations for water quality. West Des Moines Water Works cannot warrant the merchantability of the water if contaminated once it leaves the Portable Water Station. Once the water passes through the station, it is "as is". No other warranty shall be implied as to the purity of the water and any statutory warranties shall be deemed waived. West Des Moines Water Works shall not, in any event, be liable for damages of any kind either by contract or negligence, arising out of defects in the water caused by the water hose and water station.
7. Liability
- A. By execution of the Application and Agreement for Portable Water Station, Applicant on its own behalf and on behalf of all those using the station, agree to release, waive and hold harmless West Des Moines Water Works, its officers, employees, agents and volunteers (collectively referred to as "Releasees") from any and all liability arising from use of the Portable Water Station. This release waives all claims whatsoever, known or unknown, which may arise by virtue of the use of the Portable Water Station, including injury or death to individuals, damage to property, however such claim may arise, including but not limited to breaches of duty (such as breach of duty of care) and acts of current or future

negligence by Releasees, their respective officers, employees, agents or volunteers. This release waives any claims whatsoever against the Releasees arising from the actions of any other participant in the activity or any other third party.

8. City or Water Works Projects

- A. City of West Des Moines special events will not be charged for water usage, administrative, delivery, pickup and equipment testing fee or a deposit. However the city will be required to pick up and return the station and comply with these rules. Applicants may be liable for the damages and cost of water that the Water Works determines was excessive or wasted.

9. Exemption from Fees and Charges

- A. The General Manager, in their sole discretion, may authorize credits for charges in unique situations, on a case by case basis.


10. The effective date of this Resolution shall be September 16, 2019

PASSED AND APPROVED this sixteenth day of September, two thousand and nineteen.

BOARD OF TRUSTEES, WEST DES MOINES WATER WORKS

Attest:


Christina Murphy
General Manager



Brian Rickert
Chair