

City of West Branch

~ A Heritage for Success ~

110 N. Poplar St. • P.O. Box 218 • West Branch, Iowa 52358
Ph. 319-643-5888 • Fax 319-643-2305 • www.westbranchiowa.org • wbcity@Lcom.net

CITY COUNCIL MEETING AGENDA **Monday, July 16, 2012 • 7:00 p.m.** **City Council Chambers, 110 North Poplar Street** *Action may be taken on any agenda item.*

1. Call to order
2. Roll call
3. Welcome
4. Approve Agenda/Consent Agenda/Move to action
 - a. Approve minutes from the June 25, 2012 City Council Meeting.
 - b. Approve minutes from the June 28, 2012 Special City Council Meeting.
 - c. Approve claims.
 - d. Approve Class B Beer Permit with Outdoor Service for West Branch Firefighters Inc. and Hoover's Hometown Days, August 3 – August 4, 2012.
 - e. Approve street closures 1) on South 2nd Street from South Maple Street to Main Street on Friday August 3, 2012 from 4:00 p.m. until 9:00 p.m., 2) on Main Street from Poplar Street to 2nd Street on Saturday August 4, 2012 from 7:00 a.m. until 11:00 p.m., 3) along parade route on Saturday August 4, 2012 from 9:45 a.m. – 11:30 a.m., and 4) on South Second Street from East Main to Water Street Parking Lot on Saturday August 4, 2012 from 12:00 p.m. until 4:00 p.m.
 - f. Approve no parking zone on Main Street from Poplar Street to Parkside Drive from 6:00 a.m. until 6:00 p.m. on Saturday August 4, 2012 for Hoover's Hometown Days activities.
5. Communications/Open Forum
6. Public Hearing/Non-Consent Agenda
 - a. State Representative Jeff Kaufmann – Legislative Update
 - b. Cedar County Supervisor Jon Bell – EMA Commission Changes per Iowa Law
 - c. Resolution 1013, approving 28E Radio Site Lease Agreement between Cedar County EMA Commission and City of West Branch./Move to action.
 - d. First reading of Ordinance 698, amending the length, width and depth sidewalk standards in title “Streets and Sidewalks,” Chapter 136 “Sidewalk Regulations.”/Move to action.
 - e. Resolution 1014, hiring _____ as the Water/Wastewater Operator for the City of West Branch, Iowa and setting the salary for the position for the fiscal year 2012-2013./Move to action.

Mayor: Don Kessler • **Council Members:** Jordan M. Ellyson, Colton Miller, Jim Oaks, Dan O'Neil, Mark Worrell
City Administrator/Clerk: Matt Muckler • **Fire Chief:** Kevin Stoolman • **Library Director:** Nick Shimmin
Parks & Rec Director: Melissa Russell • **Police Chief:** Mike Horihan • **Public Works Director:** Matt Goodale

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CITY COUNCIL MEETING AGENDA Monday, July 16, 2012 • 7:00 p.m. (continued) City Council Chambers, 110 North Poplar Street *Action may be taken on any agenda item.*

- f. Resolution 1015, approving General Agreement between the United States Department of the Interior National Park Service and the City of West Branch, Iowa regarding Law Enforcement Assistance./Move to action.
 - g. Resolution 1016, approving Radio Frequency Use Agreement between the City of West Branch, Iowa and Herbert Hoover National Historic Site./Move to action.
 - h. Resolution 1017, approving Lot #1 Pedersen Valley, Part One Site Plan./Move to action.
 - i. Resolution 1018, setting the compensation for the city attorney position./Move to action.
 - j. Resolution 1019, approving those certain agreements in connection with the Oliphant Street Priority Routes Sidewalk Project./Move to action.
 - k. First reading of Ordinance 699, placing a stop sign on Oliphant street at the intersection of Orange Street for northbound traffic./Move to action.
 - l. Resolution 1020, approving a construction services agreement in connection with the Main Street Overlay Project./Move to action.
 - m. Resolution 1021, approving support and financial commitment for the Main Street Iowa Program in West Branch, Iowa./Move to action.
 - n. Resolution 1022, approving Main Street Iowa Program Agreement./Move to action.
7. City Staff Reports
- a. City Administrator Matt Muckler – Comprehensive Plan Update
 - b. Public Works Director Matt Goodale – Town Hall Wrought Iron Gate Project
 - c. Library Director Nick Shimmin – West Branch Public Library Building Program
8. Comments from Mayor and Council Members
9. Adjournment

Mayor: Don Kessler • **Council Members:** Jordan M. Ellyson, Colton Miller, Jim Oaks, Dan O'Neil, Mark Worrell
City Administrator/Clerk: Matt Muckler • **Fire Chief:** Kevin Stoolman • **Library Director:** Nick Shimmin
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(The following is a synopsis of the minutes of the West Branch City Council meeting. The full text of the minutes is available for inspection at the City Clerk's office. The minutes are not approved until the next regularly scheduled City Council meeting.)

**West Branch, Iowa
Council Chambers**

City Council Meeting

**June 25, 2012
7:00 p.m.**

Mayor Don Kessler opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator Matt Muckler, City Attorney Kevin Olson, Public Works Director Matt Goodale, Library Director Nick Shimmin, Fire Chief Administrator Dick Stoolman, Police Officer John Hanna and Police Chief Mike Horihan.

Council members: Mark Worrell, Jordan Ellyson, Colton Miller, Dan O'Neil and Jim Oaks.

APPROVE AGENDA/CONSENT AGENDA

- a) Approve minutes from the June 4, 2012 City Council Meeting.
- b) Approve claims.
- c) Approve Fire Department payroll for July 1, 2012, in the amount of \$25,913.00.
- d) Approve Fire Department officers for FY13.
- e) Approve transfer of \$22,101.05 from Emergency Fund to General Fund.
- f) Approve inter-fund transfer to the General Fund Fire Apparatus Reserve Fund in the amount of \$29,217.97.

Motion by Ellyson to amend the consent agenda to add additional claims, second by Worrell. AYES: Ellyson, Worrell, Miller, O'Neil, Oaks. Motion carried.

Motion by Worrell to approve the agenda and consent agenda, second by O'Neil. AYES: Worrell, O'Neil, Ellyson, Miller, Oaks. Motion carried.

Date 6/25/12	City Of West Branch Claims Register Report	
Acciona Windpower	Tif Debt Srv - FY12 Rebate	113,077.13
Aero Rental Inc	Fire - Supplies	141.29
All American Concrete Inc	Sewer - 5th & Main St Project	6,811.88
Alliant Energy	Utilities	6,633.86
Amazon	Library - Supplies	305.02
Amsan	Lib/Cable/Sewer - Supplies	400.79
Baker & Taylor Books	Library - Books	1,331.59
Barron Motor Supply	Streets/Cemetery - Supplies	119.94
BDC Building Inspection	Admin - Building Inspections	312.90
Bean & Bean	Cemetery - Grave Openings	2,000.00
Big Country Seeds Inc	Sewer - Supplies	193.00
Blue Cross Blue Shield	Health Insurance	8,002.68
Bound Tree Medical	Fire - Supplies	227.56
BP Amoco	Fire/Police/Water - Fuel	1,752.80
Business Radio Sales	Fire - Pager W/Charger	835.92
Cedar Rapids Photo Copy	Library - Copies	66.98
Chris Jones Trucking	Park & Rec - Sand For Vball Ct	208.45
Community State Bank	Fire Dept Expansion Loan Pmt	8,364.57
Creative Software Services	Admin - Computer Consulting	295.13
Croell Redi-Mix Inc	Fire - Concrete For Alley	8,819.00
Culligan Water	Fire - Conditioner Rental	32.95
Deweys Jack & Jill	Sewer - Supplies	18.46
Diamond Vogel Paints	Streets - Traffic Paint	532.60
Dynamic Decals	Fire - Fire Decals	120.00
East Cent Intergovt Asn.	Legal-Comp Plan April Expenses	109.50
Econo Signs Llc	Streets - Signs	338.38
Ed.M.Feld Equipment	Fire - Supplies/Equip	2,345.00
EFTPS	Federal Withholdings	13,688.85
Gazette Communications	Police/Sewer - Employment Ads	359.66
General Pest Control	Library - Service	70.00
George Lawson Consulting	Library-Final Pmt Bldg Plan	1,740.12
Gierke-Robinson	Fire - Supplies	68.00
Greatamerica Leasing	Admin - Copier Lease Contract	252.06
Hy-Vee	P & R - Youth Sports Supplies	63.55
Iowa Assn. Mun. Util.	Water - Eiasso Dues	568.72
Iowa Finance Authority	Srf Go & Rev Bond Pmts	158,257.50
Iowa League Of Cities	Admin - Impi Training	624.00
Iowa Network Services	Admin - Website Hosting Srv	26.99
Iowa One Call	Water/Sewer - Service	47.70
Ipers	Ipers	5,738.91
Jipp's Roofing	Town Hall - Replaced Roof	16,269.93
Johnson County E-911	Fire - Haz Mat Team 28e Agmt	23.75
Johnson County Refuse Inc.	Recycling - May	3,504.23
L. L. Pelling Co. Inc	Streets - Sealcoat Work	42,949.50
Lease Consultants	Library - Copier Contract	59.00
Lenoch & Cilek	Water - Supplies	29.45
Liberty Communications	Various Dept - Phone Service	1,237.11
Linn County R.E.C.	Streets - Utilities	102.00
Lynch's Excavating Inc	Sewer - 5th & Main Project	17,575.60
Lynch's Plumbing Inc	Fire - Service	59.20

Martin, Kimberly	Water - Deposit Refund	44.26
Mediacom	Cable - Service	40.90
Menards	Streets - Supplies	489.06
Midwest Janitorial Service	Lib/Admin/Th/Police - Cleaning	637.00
Mississippi Valley Pump	Sewer - Service	335.00
Montchal, Jimmy	Water - Deposit Refund	40.14
Mooney, Elisabeth	Water - Deposit Refund	21.32
Moore's Welding Inc	Park & Rec - Bridge Railing	2,207.50
Northway Well And Pump	Water - Install New Motor	5,027.20
Office Depot	Cable/Park & Rec - Supplies	223.30
Olson, Kevin D.	Legal Services - June	1,250.00
Overdrive Inc	Library - Ebooks	715.20
Palmer, Miranda	P&R - Swim Bus Refund	30.00
Parker, Kaitlin	Water - Deposit Refund	61.84
Parkside Service	Streets/Cem/Water- Tires Ford	1,249.20
Payroll Expense	June Payroll	54,973.42
Peden, Shanelle M.	Cable - Videotaping	100.00
Pitney Bowes Global	Admin-Postage Machine Cont	444.03
Pitney Bowes Purchase Power	Library - Postage	803.25
Play It Again Sports	Park&Rec - Rec Supplies	129.94
Plunkett's Pest Control	Admin - Service	45.76
Port 'O' Jonny Inc.	Park & Rec - Service	166.00
Postmaster	Admin - Po Box Annual Fee	36.00
Procter & Gamble	Tif Debt Service -Fy12 Rebate	212,861.24
Pyramid Services Inc.	Cemetery - Mower Blade	53.79
Qc Analytical Services Llc	Sewer - Testing	690.00
Quad-City Times	Police - Police Officer Job Ad	505.00
Quality Engraved Signs	Park & Rec - Office Supplies	25.12
Quill Corp	Library - Office Supplies	535.92
Rk Dixon	Admin - Blk & Color Copies	167.41
Sandry Fire Supply Llc	Fire - Vehicle Wash	807.00
Schimberg Co	Water/Sewer - Service	3,927.61
Sprint	Police - Service	179.97
State Hygienic Lab	Water - Testing	58.00
Thomas Heating & Air Llc	Fire - Service & Parts	303.50
Treasurer State Of Iowa	Sales Tax Pmt - May	1,725.97
Treasurer State Of Iowa	State W/H Tax	2,511.00
Treasurer, Iowa State Univ	Fire - Training	100.00
UPS	Sewer - Shipping	153.09
US Cellular	Fire - Phone Service	756.68
USA Blue Book	Water - Fluoride	104.37
Veenstra & Kimm Inc.	Various Eng Projects	12,506.91
Vogel Traffic Services	Streets - Yellow Traffic Paint	751.50
Walmart	Library - Supplies	334.86
Wellmark Bc/Bs	Flex	1,026.66
Wenndt, Joe	Fire - June Fire Training	150.00
West Branch Repairs	Police - Service	266.67
West Branch Times	Legal/Water/Police-Publication	874.48
White Cap Construction	Fire - Rebar For Alley Project	1,792.27
Wright Express	Police - Fuel	253.52
	Grand Total	739,206.07

Fund totals	
001 General Fund	87,818.08
022 Civic Center	18,278.75
031 Library	13,950.45
110 Road Use Tax	46,435.39
112 Trust And Agency	9,879.90
125 T I F	325,938.37
226 Go Debt Service	112,392.07
304 Wastewater Lift Station	1,812.91
600 Water Fund	30,456.63
603 Water Sinking Fund	54,230.00
610 Sewer Fund	38,013.52
Grand Total	739,206.07

The Clerk reported the following balances for the month of May 2012:
(Balances = Balance sheet claim on cash balance + Investments- Outstanding checks)

Funds	Bank Balance	Investments	Total
001 General	\$ 523,844.43	\$ 29,442.42	\$ 553,286.85
022 Civic Center	\$ 35,202.21	\$ -	\$ 35,202.21
031 Library Operating	\$ 31,429.88	\$ 16,314.77	\$ 47,744.65
036 Tort Liability	\$ 18,343.16	\$ -	\$ 18,343.16
110 Road Use Tax	\$ 90,036.28	\$ -	\$ 90,036.28
111 Police Recovery Act Grant	\$ 20,865.08	\$ -	\$ 20,865.08
112 Trust & Agency	\$ 29,759.69	\$ -	\$ 29,759.69
119 Emergency Tax Fund	\$ 21,886.41	\$ -	\$ 21,886.41
121 Local Option Tax	\$ 6,982.12	\$ -	\$ 6,982.12
125 TIF	\$ 474,025.67	\$ -	\$ 474,025.67
226 SRF Debt Service	\$ 197,879.03	\$ -	\$ 197,879.03
304 Wastewater Lift Station	\$ (53,568.00)	\$ -	\$ (53,568.00)
500 Cemetery Perpetual	\$ 12,016.25	\$ 88,000.00	\$ 100,016.25
501 Krouth Fund Principal	\$ -	\$ 102,176.80	\$ 102,176.80

502 Krouth Enlow Int. Fund	\$ 8,502.46	\$ 7,779.88	\$ 16,282.34
600 Water Operating	\$ 195,934.32	\$ -	\$ 195,934.32
603 Water Sinking Fund	\$ 51,014.14	\$ -	\$ 51,014.14
610 Sewer Operating	\$ 293,566.54	\$ -	\$ 293,566.54
TOTAL	\$ 1,957,719.67	\$ 243,713.87	\$ 2,201,433.54

COMMUNICATIONS/OPEN FORUM

Worrell discussed how moving meeting to a later date in the month can cause problems with cash flow to businesses in town that have provided service.

PUBLIC, DEPARTMENT HEADS, COMMISSIONS, CITY ADMINISTRATOR AND CITY COUNCIL

Accept resignation of Gina Heick from the West Branch Animal Control Commission./Move to action.

Motion by Worrell, second by O'Neil to approve resignation of Gina Heick from the West Branch Animal Clinic Commission. AYES: Worrell, O'Neil, Ellyson, Miller, Oaks. Motion carried.

Third Reading of Ordinance 695, granting to Interstate Power and Light Company, its successors and assigns, the right and franchise to acquire, construct, erect, maintain and operate a natural gas distribution system in the City of West Branch./Move to action.

Motion by O'Neil, second by Ellyson to approve Third Reading of Ordinance 695. AYES: O'Neil, Ellyson, Miller. NAYS: Worrell, Oaks. Motion carried.

ORDINANCE NO. 695 CITY OF WEST BRANCH, IOWA NATURAL GAS FRANCHISE

An Ordinance granting to INTERSTATE POWER AND LIGHT COMPANY ("Company"), its successors and assigns, the right and franchise to acquire, construct, erect, maintain and operate a natural gas distribution system in the City of West Branch, Cedar County, Iowa, and the right to lay down, operate and maintain the necessary pipes, mains, and other conductors and appliances in, along and under the streets, avenues, alleys and public places of the City of West Branch, Cedar County, Iowa, as now or hereafter constituted, for a period of twenty-five (25) years, for the purpose of distributing, supplying and selling natural gas to the City and its inhabitants thereof and to persons and corporations beyond the limits thereof; and granting to said Company the right of eminent domain.

BE IT ORDAINED BY THE City Council of the City of West Branch, Cedar County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to INTERSTATE POWER AND LIGHT COMPANY, hereinafter referred to as the "Company," its successors and assigns, the right, franchise and privilege for the term of twenty-five (25) years, subject to a limited right of cancellation as described in Section 7; from and after the passage, adoption, approval and acceptance of this Ordinance, to lay down, maintain and operate the necessary pipes, mains and other conductors and appliances in, along and under the streets, avenues, alleys and public places in the City as now or hereafter constituted, for the purpose of distributing, supplying and selling gas to said City and the residents thereof and to persons and corporations beyond the limits thereof; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa. The term "gas" as used in this franchise shall be construed to mean natural gas only.

Section 2. The mains and pipes of the Company must be so placed as not to interfere unnecessarily with water pipes, drains, sewers and fire plugs which have been or may hereafter be placed in any street, alley and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City, and the Company, its successors and assigns shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the laying down, operation and maintenance of said natural gas distribution system.

Section 3. In making any excavations in any street, alley, avenue or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, in accordance with industry practices and standards and state and federal regulations, and shall not unnecessarily obstruct the use of the streets, shall back fill all openings in such manner as to prevent settling or depressions in surface, and shall replace the surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical and if defects are caused shall repair the same.

The Company and City agree to meet on annual basis to discuss upcoming projects by either the Company or City which will necessitate the need for cooperation among the parties. Furthermore, absent emergency, the Company shall use reasonable efforts to advise the City and affected customers, in advance, prior to the commencement of major system upgrades or improvements which will have a material impact upon the use of streets, alleys, and public places within the City.

Section 4. The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement as defined in Section 26.2(3) of the Code of Iowa, as amended from time to time thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request of a commercial or private developer, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request.

The City shall give the Company reasonable advance written notice to vacate a public right-of-way. Prior to vacating a public right-of-way, the Company shall be provided an opportunity to secure an easement to allow it to operate and maintain its existing facilities.

Section 5. Said Company, its successors and assigns, shall throughout the term of the franchise distribute to all consumers gas of good quality and shall furnish uninterrupted service, except as interruptible service may be specifically contracted for with consumers; provided, however, that any prevention of service caused by fire, act of God or unavoidable event or accident shall not be a breach of this condition if the Company resumes service as quickly as is reasonably practical after the happening of the act causing the interruption.

Section 6. The franchise granted by this Ordinance shall not be exclusive.

Section 7. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the said Company, as herein provided. The City may cancel this franchise on the eighth (8th), fifteenth (15th) or twentieth (20th) anniversary of the Anniversary Date of this franchise by notifying Company in writing of its desire to do so, said notification to be given within thirty (30) days of the eighth (8th), fifteenth (15th) or twentieth (20th) anniversary respectively of this franchise. If Company is not notified of the cancellation by the eighth (8th), fifteenth (15th) or twentieth (20th) anniversary then this franchise shall continue without cancellation until the twenty-fifth (25th) year. The Anniversary Date shall be the date this franchise is filed with the City Clerk or otherwise effective by operation of law.

Section 8. The expense of the publication of this Ordinance shall be paid by the Company.

Section 9. The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this ordinance.

Section 10. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 11. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Upon acceptance by the Company, this Ordinance shall supersede, abrogate and repeal the prior gas system ordinance between the Company and the City as of the date this Ordinance is accepted by the Company. Notwithstanding the foregoing, in no event shall the City enact any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or which delay utility operations.

Passed and approved this 25th day of June, 2012.

First Reading: May 21, 2012

Second Reading: June 4, 2012

Third Reading: June 25, 2012

Don Kessler, Mayor City of West Branch, Iowa

ATTEST:

Matt Muckler, City Clerk

The Waiver Rule./Move to action.

O'Neil said that this agenda item will have been discussed at three separate meetings so there has been plenty of time for discussion.

Motion by O'Neil, second by Miller to approve The Waiver Rule. AYES: O'Neil, Miller, Worrell, Ellyson, Oaks. Motion carried.

Second Reading of Ordinance 697, amending the protocol for the ordering of sidewalk repairs and performance by the City in Title, "Streets and Sidewalks," Chapter 136 "Sidewalk Regulations."/Move to action.

Motion by O'Neil, second by Ellyson to approve Second Reading of Ordinance 697. AYES: O'Neil, Ellyson, Worrell, Miller, Oaks. Motion carried.

Third Reading of Ordinance 697, amending the protocol for the ordering of sidewalk repairs and performance by the City in Title, "Streets and Sidewalks," Chapter 136 "Sidewalk Regulations."/Move to action.

Motion by Worrell, second by O'Neil to approve Third Reading of Ordinance 697. AYES: Worrell, O'Neil, Ellyson, Miller, Oaks. Motion carried.

ORDINANCE NO. 697

AN ORDINANCE AMENDING THE PROTOCOL FOR THE ORDERING OF SIDEWALK REPAIRS AND PERFORMANCE BY THE CITY IN TITLE, "STREETS AND SIDEWALKS," CHAPTER 136 "SIDEWALK REGULATIONS."

WHEREAS, the West Branch City Council would like to adopt by resolution a sidewalk inspection and repair policy under the Sidewalk Regulations Chapter of the West Branch Code of Ordinances; and

WHEREAS, the West Branch City Council would like to authorize the collection of costs and expenses for this repair and maintenance in the same manner as property taxes; and

WHEREAS, the West Branch City Council would like to provide residents with a reasonable amount of time to make necessary repairs.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of West Branch, Cedar County, Iowa:

Section 1. Amendment. The Code of Ordinances is hereby amended by deleting Section 136.05 in its entirety and replaced with the following:

136.05. PERFORMANCE BY CITY. If the property owner does not perform an action required by this chapter within a reasonable time, the council may cause such required action to be performed as outlined in the sidewalk maintenance policy as approved by the city council and assess the costs and expenses therefor against the abutting property for collection in the same manner as property taxes; provided, however, no such assessment can be made for the repair, reconstruction or replacement of the public sidewalk unless the city has served upon the person shown by the records of the Cedar County auditor or the Johnson County auditor to be the owner of the abutting property, by certified mail, a notice requiring said person to perform, reconstruct or replace the public sidewalk within ninety (90) days from the date said notice is mailed. (2000 Code § 136.03; amd. 2008 Code) (Code of Iowa, Secs. 364.12[2d and e]).

Section 2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

Passed and approved this 25th day of June, 2012.

First Reading: June 4, 2012

Second Reading: June 25, 2012

Third Reading: June 25, 2012

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Resolution 1000, approving the City of West Branch, Iowa Sidewalk Inspection and Repair Policy./Move to action.

Motion by O'Neil, second by Worrell to approve Resolution 1000. AYES: O'Neil, Worrell, Ellyson, Miller, Oaks. Motion carried.

Resolution 1001, transferring \$5,500 monthly from the Water Fund to the Water Sinking Fund./Move to action.
Councilperson Oaks asked what the action was for. Administrator Muckler responded that it was to pay the water revenue bond loan payments.

Motion by O'Neil, second by Worrell to approve Resolution 1001. AYES: O'Neil, Worrell, Ellyson, Miller, Oaks. Motion carried.

Public Hearing on proposed plans and specifications, proposed form of contract and estimate of cost for construction of middle school access road improvements for the City of West Branch, Iowa, and the taking of bids therefor.

Mayor Kessler opened the public hearing at 7:14 pm. City engineer Dave Schechinger gave an estimate of the project which includes the sidewalk of \$80,000. Administrator Muckler said that the schools contribution is \$11,500, \$2,500 for the sidewalk and \$9,000 for the street. Mayor Kessler closed the public hearing.

Resolution 1002, setting the bid date for construction of middle school access road improvements for the City of West Branch, Iowa./Move to action.

Motion by O'Neil, second by Worrell to amend Resolution 1002, to change title to match what was in Council packet. Resolution approving the plans, specifications, estimate of cost and form of contract for the middle school access road improvements for the City of West Branch, Iowa. AYES: O'Neil, Worrell, Ellyson, Miller. NAYS: Oaks. Motion carried.

Motion by O'Neil, second by Ellyson to approve Resolution 1002. AYES: O'Neil, Ellyson, Worrell, Miller. NAYS: Oaks. Motion carried.

Resolution 1003, accepting bid for construction of middle school access road improvements for the City of West Branch, Iowa./Move to action.

Muckler said that the engineering cost is \$11,000 with a total project cost of \$97,838.11. The two bids that were received came in much higher than expected. O'Neil asked Muckler to check with the school and see if the project could be done during the school year.

Motion by O'Neil, second by Worrell to table Resolution 1003. AYES: O'Neil, Worrell, Ellyson, Miller, Oaks. Motion carried.

Approve Resolution 1004, directing Alliant Energy to install three street lights in the Meadows Subdivision, utilizing new poles for \$21/month./Move to action.

Motion by Worrell, second by O'Neil to approve Resolution 1004. AYES: Worrell, O'Neil, Ellyson, Miller, Oaks. Motion carried.

Resolution 1005, approving the sale and sampling of wine and a vendor permit for Elmira Winery, Inc. dba Brick Arch Winery for the June 28, 2012 Music on the Green event./Move to action.

Motion by O'Neil, second by Ellyson to approve Resolution 1005. AYES: O'Neil, Ellyson, Worrell, Miller, Oaks. Motion carried.

Mayoral Appointment: Resolution 1006, hiring Bode Koranda as a part-time police officer for the City of West Branch, Iowa, and setting the salary for the position for fiscal year 2012-2013./Move to action.

Mayoral Appointment: Resolution 1007, hiring Bradley Peck as a part-time police officer for the City of West Branch, Iowa, and setting the salary for the position for fiscal year 2012-2013./Move to action.

Mayoral Appointment: Resolution 1008, hiring Matthew Jackson as a part-time police officer for the City of West Branch, Iowa, and setting the salary for the position for fiscal year 2012-2013./Move to action.

Mayoral Appointment: Resolution 1009, hiring Jeremy Stenda as a part-time police officer for the City of West Branch, Iowa, and setting the salary for the position for fiscal year 2012-2013./Move to action.

Motion by Worrell, second by O'Neil to amend and approve Resolutions 1006 through 1009, to include hiring all part-time Police officers. AYES: Worrell, O'Neil, Ellyson, Miller, Oaks. Motion carried.

Mayoral Appointment: Resolution 1010, setting the salary for an employee of the City of West Branch, Iowa for fiscal year 2012-2013./Move to action.

Muckler said that this is not a mayoral appointment. This is to continue salary that was set for Angela Kessler into the new fiscal year.

Motion by Worrell, second by O'Neil to approve Resolution 1010. AYES: Worrell, O'Neil, Ellyson, Miller, Oaks. Motion carried.

CITY STAFF REPORTS

Fire Chief Kevin Stoolman – Fire Department Update

There were 433 fire and medical calls this year. 106 were fire calls, 306 were medical and 21 were other calls. Of the 306 medical calls, 167 were for sick people, 139 were trauma calls, with 89 of them being from car accidents. O'Neil thanked the Fire Department for all that they do.

Police Chief Mike Horihan – Police Department Update

Squad car has been ordered and should be in by the end of July. Equipment for the car has been ordered.

Introduced Danielle Gould, senior at WBHS, she is interested in criminal justice and will be working for the Police Department for 90 hours. She will be helping clean-up Town Hall and Cookson evidence areas. She will receive 3 high school credits.

Received 51 applications for the Police Officer position, 4 are incomplete, for a total of 47 applicants. Of the 47, 14 are certified officers, with 4 being certified and current. All applicants will be completing physical agility and testing that is required by the Iowa Law Enforcement Division in the next few weeks.

Public Works Director Matt Goodale – Town Hall Update

Goodale gave an update on the roofing project that was completed at Town Hall.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Councilperson Worrell inquired about Oliphant easements.

Motion to adjourn to executive session to discuss the purchase of particular real estate only where premature disclosure could be reasonable be expected to increase the price the governmental body would have to pay for that property pursuant to Section 21.5(j) of the Code of Iowa. Motion by Worrell, second by O'Neil. AYES: Worrell, O'Neil, Ellyson, Miller, Oaks. Motion carried. City Council recessed at 8:32 p.m. Council came out of recess and entered executive session at 8:40 p.m.

Motion to adjourn executive session at 8:58 p.m. Motion by O'Neil, second by Worrell. AYES: O'Neil, Worrell, Ellyson, Miller, Oaks. Motion carried.

ADJOURNMENT

Motion to adjourn meeting by Worrell, second by O'Neil. City Council meeting adjourned at 8:59 p.m. Motion by Worrell, second by O'Neil. Approved by voice vote. Motion carried.

Don Kessler, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

(The following is a synopsis of the minutes of the West Branch City Council meeting. The full text of the minutes is available for inspection at the City Clerk's office. The minutes are not approved until the next regularly scheduled City Council meeting.)

**West Branch, Iowa
Council Chambers**

Special City Council Meeting

**June 28, 2012
12:00 p.m.**

Mayor Don Kessler opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator Matt Muckler, City Attorney Kevin Olson, Deputy City Clerk Dawn Brandt, and Public Works Director Matt Goodale.

Council members: Mark Worrell, Colton Miller, Dan O'Neil and Jim Oaks. Absent: Jordan Ellyson

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION

Motion by Worrell, second by O'Neil to approve agenda/consent agenda. AYES: Worrell, O'Neil, Miller, Oaks. Absent: Ellyson. Motion carried.

COMMUNICATIONS/OPEN FORUM

PUBLIC HEARINGS/NON-CONSENT AGENDA

Resolution 1011, rejecting all bids on the Middle School Access Road Improvements Project./Move to action.

Oaks expressed his concern with rejecting the bids to complete the project. He stated that Resolution 1012 gives the City Administrator a blank check and will give the Council no control over the project. He said that it makes him nervous and it is not a good way to do business, the project should not be piece meal out. He does not feel comfortable approving something that doesn't have a price tag.

O'Neil stated that the Council would be accepting bids from reputable local contractors in resolution 1012. The sidewalk and road project in that area were approved in the budget and we need to get the project completed the right way.

Motion by O'Neil, second by Miller to approve Resolution 1011 rejecting all bids on the Middle School Access Road Improvements Project. AYES: O'Neil, Miller, Worrell, Oaks. Absent: Ellyson. Motion carried.

Resolution 1012, directing the city administrator to accept quotations and approve contracts for grading/drainage, concrete and asphalt work on the Middle School Access Road Improvements Project./Move to action.

Administrator Muckler said that he has broken down the project into three parts: grading and drainage beginning 7-9-12 and ending by 7-20-12, concrete work including sidewalk, curb and gutter from 7-23-12 through 8-3-12, and asphalt work from 8-6-12 through 8-17-12. Bids are due by 2:00 pm on July 6, 2012. Matt Goodale will open the bids.

Worrell stated that breaking down the project will allow the Council to take bids and look at the numbers with smaller local contractors and could reduce or eliminate large mobilization costs. This could potentially help to reduce the overall cost of the project. He did not think that there would be a big change in the asphalt, but he is hoping to see a change in the concrete and drainage bids.

Oaks expressed his concern to have someone in charge of the project and organize the work schedule with the contractors.

Public Works Director Matt Goodale said it won't be a problem for him to oversee the project.

The Council agreed that if the bids come in by the July 6 deadline and the total construction costs are \$73,000 or less, administration should move forward with the project.

Motion by O'Neil, second by Miller to approve Resolution 1012. AYES: O'Neil, Miller, Worrell, Oaks. Absent: Ellyson. Motion carried.

CITY STAFF REPORTS

Muckler announced that the Council will be invited to an open house for the Meadows Development in the near future.

Muckler said that he will be out on vacation starting Friday, June 29 at 4:00 pm and return to the office on July 9, 2012

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

ADJOURNMENT

Motion to adjourn meeting by O'Neil, second by Worrell. City Council meeting adjourned at 12:49 p.m.

Don Kessler, Mayor

ATTEST: _____

Dawn Brandt, Deputy City Clerk

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALLIANT ENERGY	7/06/12	VARIOUS DEPTS - UTILITIES	GENERAL FUND	POLICE OPERATION	105.93
	7/06/12	VARIOUS DEPTS - UTILITIES	GENERAL FUND	FIRE OPERATION	317.79
	7/06/12	VARIOUS DEPTS - UTILITIES	GENERAL FUND	STREET LIGHTING	1,901.13
	7/06/12	VARIOUS DEPTS - UTILITIES	GENERAL FUND	STREET LIGHTING	93.06
	7/06/12	VARIOUS DEPTS - UTILITIES	GENERAL FUND	PARK & RECREATION	29.95
	7/05/12	PARK & REC - 219 E GREEN S	GENERAL FUND	PARK & RECREATION	12.24
	7/06/12	VARIOUS DEPTS - UTILITIES	GENERAL FUND	CLERK & TREASURER	236.17
	7/06/12	VARIOUS DEPTS - UTILITIES	GENERAL FUND	LOCAL CABLE ACCESS	100.00
	7/06/12	VARIOUS DEPTS - UTILITIES	CIVIC CENTER	TOWN HALL	128.90
	7/06/12	VARIOUS DEPTS - UTILITIES	LIBRARY	LIBRARY	350.65
	7/06/12	VARIOUS DEPTS - UTILITIES	ROAD USE TAX	ROADS & STREETS	90.71
	7/06/12	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	238.43
	7/06/12	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	1,002.98
	7/06/12	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	477.73
	7/06/12	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	42.31
	7/05/12	WATER - UTILITIES	WATER FUND	WATER OPERATING	36.57
	7/06/12	VARIOUS DEPTS - UTILITIES	SEWER FUND	SEWER OPERATING	309.72
	7/06/12	VARIOUS DEPTS - UTILITIES	SEWER FUND	SEWER OPERATING	1,039.55
				TOTAL:	6,513.82
	AMAZON	7/09/12	LIBRARY - SUPPLIES	LIBRARY	LIBRARY
7/09/12		LIBRARY - SUPPLIES	LIBRARY	LIBRARY	257.84
			TOTAL:	267.38	
AMSAN	7/11/12	TOWN HALL/ADMIN - SUPPLIES	GENERAL FUND	CLERK & TREASURER	110.68
	7/11/12	TOWN HALL/ADMIN - SUPPLIES	CIVIC CENTER	TOWN HALL	86.87
			TOTAL:	197.55	
AURALOG INC	7/10/12	LIBRARY - SERVICE	LIBRARY	LIBRARY	250.00
			TOTAL:	250.00	
BAKER & TAYLOR BOOKS	7/10/12	LIBRARY - BOOKS	LIBRARY	LIBRARY	1,049.83
			TOTAL:	1,049.83	
BARRON MOTOR SUPPLY	7/09/12	STREETS/POLICE - SUPPLIES	GENERAL FUND	POLICE OPERATION	2.75
	7/09/12	STREETS/POLICE - SUPPLIES	GENERAL FUND	FIRE OPERATION	63.15
	7/09/12	STREETS/POLICE - SUPPLIES	ROAD USE TAX	ROADS & STREETS	265.32
			TOTAL:	331.22	
BDC BUILDING INSPECTION & PLAN REVIEW	7/09/12	ADMIN - INSPECTIONS FOR JU	GENERAL FUND	CLERK & TREASURER	306.60
			TOTAL:	306.60	
BEAVER HEATING AND AIR CONDITIONING IN	7/09/12	LIBRARY - SERVICE A/C	LIBRARY	LIBRARY	109.00
			TOTAL:	109.00	
BLUE CROSS BLUE SHIELD	7/11/12	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	60.76
	7/11/12	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	536.53
	7/11/12	LIFE INSURANCE EMPLOYEE	GENERAL FUND	NON-DEPARTMENTAL	8.00
	7/11/12	DENTAL INSURANCE	LIBRARY	NON-DEPARTMENTAL	15.19
	7/11/12	HEALTH INSURANCE	LIBRARY	NON-DEPARTMENTAL	178.84
	7/11/12	DENTAL INSURANCE	WATER FUND	NON-DEPARTMENTAL	7.59
	7/11/12	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	89.42
	7/11/12	DENTAL INSURANCE	SEWER FUND	NON-DEPARTMENTAL	7.60
7/11/12	HEALTH INSURANCE	SEWER FUND	NON-DEPARTMENTAL	89.42	
			TOTAL:	993.35	

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BP AMOCO	7/12/12	FIRE/POLICE/WATER/SEWER-FU	GENERAL FUND	POLICE OPERATION	351.31
	7/12/12	FIRE/POLICE/WATER/SEWER-FU	GENERAL FUND	FIRE OPERATION	125.82
	7/12/12	FIRE/POLICE/WATER/SEWER-FU	WATER FUND	WATER OPERATING	417.10
	7/12/12	FIRE/POLICE/WATER/SEWER-FU	SEWER FUND	SEWER OPERATING	400.00
				TOTAL:	1,294.23
BUSINESS RADIO SALES	7/12/12	FIRE - REPAIR PAGER	GENERAL FUND	FIRE OPERATION	130.26
				TOTAL:	130.26
CEDAR COUNTY AUDITOR	7/12/12	POLICE/FIRE-FY13 DISASTER	GENERAL FUND	POLICE OPERATION	2,783.75
	7/12/12	POLICE/FIRE-FY13 DISASTER	GENERAL FUND	FIRE OPERATION	2,783.75
				TOTAL:	5,567.50
CEDAR RAPIDS PHOTO COPY INC	7/10/12	LIBRARY - SERVICE	LIBRARY	LIBRARY	78.49
	7/10/12	LIBRARY - SERVICE	LIBRARY	LIBRARY	49.92
				TOTAL:	128.41
CENTURION TECHNOLOGIES INC.	7/10/12	LIBRARY - ANNUAL MAINT FEE	LIBRARY	LIBRARY	54.00
				TOTAL:	54.00
COMMUNITY STATE BANK	7/03/12	FIRE DEPT EXPANSION LOAN P GO	DEBT SERVICE	BONDING	7,612.89
	7/03/12	FIRE DEPT EXPANSION LOAN P GO	DEBT SERVICE	BONDING	751.68
	7/02/12	DS - CITY OFFICE LOAN PAYM GO	DEBT SERVICE	BONDING	14,546.93
	7/02/12	DS - CITY OFFICE LOAN PAYM GO	DEBT SERVICE	BONDING	4,133.18
				TOTAL:	27,044.68
COMPUTER PROJECTS OF IL INC	7/09/12	POLICE - ANNUAL OPENFOX MA	GENERAL FUND	POLICE OPERATION	312.00
				TOTAL:	312.00
CROELL REDI-MIX INC	7/09/12	STREETS - SIDEWALK BY DAYC	ROAD USE TAX	ROADS & STREETS	313.00
	7/09/12	WATER - N 1ST PROJECT	WATER FUND	WATER OPERATING	1,080.50
				TOTAL:	1,393.50
CULLIGAN WATER TECHNOLOGIES	7/05/12	FIRE - CONDITIONER RENTAL	GENERAL FUND	FIRE OPERATION	32.95
				TOTAL:	32.95
DAVE LONG PROTECTIVE PRODUCTS INC	7/12/12	FIRE - TARP REPAIR	GENERAL FUND	FIRE OPERATION	263.40
				TOTAL:	263.40
DES MOINES REGISTER	7/09/12	POLICE -AD FOR POLICE POSI	GENERAL FUND	POLICE OPERATION	722.00
				TOTAL:	722.00
DEWEYS JACK & JILL	7/09/12	PARK&REC/STREETS - SUPPLIE	GENERAL FUND	PARK & RECREATION	51.96
	7/09/12	PARK&REC/STREETS - SUPPLIE	ROAD USE TAX	ROADS & STREETS	2.13
				TOTAL:	54.09
EAST CENT INTERGOVT ASN.	7/09/12	ADMIN - FY13 MEMBERSHIP DU	GENERAL FUND	CLERK & TREASURER	1,253.88
	7/12/12	LEGAL - COMP PLAN MAY 2012	GENERAL FUND	LEGAL SERVICES	5,484.25
				TOTAL:	6,738.13
EFTPS	7/09/12	FEDERAL WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	997.36
	7/09/12	SOCIAL SECURITY WITHHHOLDI	GENERAL FUND	NON-DEPARTMENTAL	478.27
	7/09/12	MEDICARE WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	165.11
	7/09/12	FEDERAL WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	231.08
	7/09/12	SOCIAL SECURITY WITHHHOLDI	LIBRARY	NON-DEPARTMENTAL	133.05
	7/09/12	MEDICARE WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	45.94

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	7/09/12	FEDERAL WITHHOLDINGS	ROAD USE TAX	NON-DEPARTMENTAL	20.04
	7/09/12	SOCIAL SECURITY WITHHHOLDI	ROAD USE TAX	NON-DEPARTMENTAL	22.96
	7/09/12	MEDICARE WITHHOLDINGS	ROAD USE TAX	NON-DEPARTMENTAL	7.93
	7/09/12	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	POLICE OPERATIONS	240.89
	7/09/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	POLICE OPERATIONS	56.34
	7/09/12	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	ROADS & STREETS	143.53
	7/09/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	ROADS & STREETS	33.57
	7/09/12	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	LIBRARY	196.41
	7/09/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LIBRARY	45.94
	7/09/12	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	PARK & RECREATION	69.94
	7/09/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	PARK & RECREATION	16.36
	7/09/12	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	CEMETERY	89.69
	7/09/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CEMETERY	20.96
	7/09/12	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	MAYOR AND COUNCIL	12.40
	7/09/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	MAYOR AND COUNCIL	2.90
	7/09/12	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	CLERK & TREASURER	173.02
	7/09/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CLERK & TREASURER	40.48
	7/09/12	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	LOCAL CABLE ACCESS	10.42
	7/09/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LOCAL CABLE ACCESS	2.43
	7/09/12	FEDERAL WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	193.93
	7/09/12	SOCIAL SECURITY WITHHHOLDI	WATER FUND	NON-DEPARTMENTAL	91.34
	7/09/12	MEDICARE WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	31.53
	7/09/12	SOCIAL SECURITY WITHHHOLDI	WATER FUND	WATER OPERATING	134.83
	7/09/12	MEDICARE WITHHOLDINGS	WATER FUND	WATER OPERATING	31.54
	7/09/12	FEDERAL WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	193.95
	7/09/12	SOCIAL SECURITY WITHHHOLDI	SEWER FUND	NON-DEPARTMENTAL	91.34
	7/09/12	MEDICARE WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	31.54
	7/09/12	SOCIAL SECURITY WITHHHOLDI	SEWER FUND	SEWER OPERATING	134.84
	7/09/12	MEDICARE WITHHOLDINGS	SEWER FUND	SEWER OPERATING	31.53
				TOTAL:	4,223.39
ELECTRIC MOTORS OF IOWA CITY	7/11/12	STREETS - HOSE	ROAD USE TAX	ROADS & STREETS	98.32
				TOTAL:	98.32
GAZETTE COMMUNICATIONS	7/09/12	POLICE/SEWER - JOB ADS	GENERAL FUND	POLICE OPERATION	53.82
	7/09/12	POLICE/SEWER - JOB ADS	SEWER FUND	SEWER OPERATING	71.76
				TOTAL:	125.58
GREATAMERICA LEASING CORP	7/09/12	ADMIN - COPIER LEASE	GENERAL FUND	CLERK & TREASURER	252.06
				TOTAL:	252.06
GROUT MUSEUM DISTRICT	7/12/12	PARK & REC-MAD MIXTURE PRO	GENERAL FUND	PARK & RECREATION	185.00
				TOTAL:	185.00
HANSEN ASPHALT	7/09/12	SEWER - MAIN ST INTERSECTI	SEWER FUND	SEWER OPERATING	3,740.00
				TOTAL:	3,740.00
HARRY'S CUSTOM TROPHIES LTD	7/09/12	PARK & REC - TBALL MEDALS	GENERAL FUND	PARK & RECREATION	210.00
				TOTAL:	210.00
HAWKINS WATER TREATMENT	7/09/12	WATER - AZONE15	WATER FUND	WATER OPERATING	1,385.70
				TOTAL:	1,385.70
IOWA DNR	7/09/12	WATER-FY13 WATER SUPPLY FE	WATER FUND	WATER OPERATING	271.99
				TOTAL:	271.99

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
IOWA LEAGUE OF CITIES	7/05/12	ADMIN - FY13 MEMBER DUES	GENERAL FUND	CLERK & TREASURER	1,077.00
				TOTAL:	1,077.00
IOWA NETWORK SERVICES INC	7/12/12	ADMIN - WEBSITE HOSTING SR	GENERAL FUND	CLERK & TREASURER	26.99
				TOTAL:	26.99
IOWA STATE UNIVERSITY, TREASURER'S OFF	7/09/12	PARK & REC- LUNCH BUNCH PR	GENERAL FUND	PARK & RECREATION	235.68
				TOTAL:	235.68
IPERS	7/11/12	IPERS	GENERAL FUND	NON-DEPARTMENTAL	400.77
	7/11/12	PROT IPERS	GENERAL FUND	NON-DEPARTMENTAL	286.18
	7/11/12	IPERS	LIBRARY	NON-DEPARTMENTAL	180.88
	7/11/12	IPERS	ROAD USE TAX	NON-DEPARTMENTAL	6.66
	7/11/12	PROT IPERS	TRUST AND AGENCY	POLICE OPERATIONS	429.05
	7/11/12	IPERS	TRUST AND AGENCY	ROADS & STREETS	156.60
	7/11/12	IPERS	TRUST AND AGENCY	LIBRARY	271.31
	7/11/12	IPERS	TRUST AND AGENCY	PARK & RECREATION	108.40
	7/11/12	IPERS	TRUST AND AGENCY	CEMETERY	120.66
	7/11/12	IPERS	TRUST AND AGENCY	CLERK & TREASURER	225.51
	7/11/12	IPERS	WATER FUND	NON-DEPARTMENTAL	118.80
	7/11/12	IPERS	WATER FUND	WATER OPERATING	178.19
	7/11/12	IPERS	SEWER FUND	NON-DEPARTMENTAL	118.80
	7/11/12	IPERS	SEWER FUND	SEWER OPERATING	178.19
				TOTAL:	2,780.00
J & M DISPLAYS INC	7/12/12	2ND HALF FIREWORK DISP PMT	GENERAL FUND	COMM & CULTURAL DEVEL	12,500.00
				TOTAL:	12,500.00
JETCO ELECTRIC INC.	7/09/12	WATER - PLC REPAIR	WATER FUND	WATER OPERATING	5,696.05
				TOTAL:	5,696.05
JIPP'S ROOFING LLC	7/02/12	TOWN HALL - BAL DUE TH ROO		TOWN HALL	3,091.94
				TOTAL:	3,091.94
JOHNSON COUNTY REFUSE INC.	7/05/12	RECYCLING - JUNE	GENERAL FUND	SOLID WASTE	3,569.79
				TOTAL:	3,569.79
LEASE CONSULTANTS CORP	7/09/12	LIBRARY - COPIER CONTRACT	LIBRARY	LIBRARY	59.00
				TOTAL:	59.00
LIBERTY COMMUNICATIONS	7/06/12	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	POLICE OPERATION	159.62
	7/06/12	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	FIRE OPERATION	85.12
	7/06/12	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	FIRE OPERATION	36.70
	7/06/12	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	PARK & RECREATION	123.46
	7/06/12	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	CLERK & TREASURER	247.78
	7/06/12	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	LOCAL CABLE ACCESS	130.11
	7/06/12	VARIOUS DEPTS - PHONE SERV	CIVIC CENTER	TOWN HALL	32.83
	7/06/12	VARIOUS DEPTS - PHONE SERV	LIBRARY	LIBRARY	176.87
	7/06/12	VARIOUS DEPTS - PHONE SERV	ROAD USE TAX	ROADS & STREETS	41.70
	7/06/12	VARIOUS DEPTS - PHONE SERV	WATER FUND	WATER OPERATING	41.70
	7/06/12	VARIOUS DEPTS - PHONE SERV	SEWER FUND	SEWER OPERATING	41.71
				TOTAL:	1,117.60
LINN COUNTY R.E.C.	7/05/12	STREETS - UTILITIES	GENERAL FUND	STREET LIGHTING	102.00
				TOTAL:	102.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LYNCH'S EXCAVATING INC	7/09/12	WATER-REPAIR WTR MAIN BY C	WATER FUND	WATER OPERATING	765.00
				TOTAL:	765.00
LYNCH'S PLUMBING INC	7/02/12	STREETS - SERVICE	GENERAL FUND	ROADS AND STREETS	110.00
	7/10/12	LIBRARY - SERVICE	LIBRARY	LIBRARY	78.50
				TOTAL:	188.50
MEDIACOM	7/06/12	ADMIN - SERVICE	GENERAL FUND	CLERK & TREASURER	40.90
				TOTAL:	40.90
MGM SOLUTIONS INC	7/10/12	LIBRARY - SCANNER	LIBRARY	LIBRARY	184.00
				TOTAL:	184.00
MIDWEST JANITORIAL SERVICE INC	7/09/12	LIB/ADMIN/TH/POLICE - CLEA	GENERAL FUND	POLICE OPERATION	43.33
	7/09/12	ADMIN - CLEAN CARPET CITY	GENERAL FUND	CLERK & TREASURER	290.00
	7/09/12	LIB/ADMIN/TH/POLICE - CLEA	GENERAL FUND	CLERK & TREASURER	78.00
	7/09/12	LIB/ADMIN/TH/POLICE - CLEA	CIVIC CENTER	TOWN HALL	221.00
	7/09/12	LIBRARY - CARPET CLEANING	LIBRARY	LIBRARY	290.00
	7/09/12	LIB/ADMIN/TH/POLICE - CLEA	LIBRARY	LIBRARY	294.67
				TOTAL:	1,217.00
MISCELLANEOUS V JODI CLEMENS	7/11/12	JODI CLEMENS:P&R REFUND	GENERAL FUND	PARK & RECREATION	155.00
TERESA MEYER	7/11/12	TERESA MEYER: UTILITY REFU	GENERAL FUND	PARK & RECREATION	30.00
WHITE, JERRY	7/11/12	01-30810-00	WATER FUND	WATER OPERATING	58.20
				TOTAL:	243.20
NICOLE ROCK'S SCHOOL OF DANCE	7/09/12	PARK & REC - LUNCH BUNCH P	GENERAL FUND	PARK & RECREATION	65.00
				TOTAL:	65.00
OHIO CALIBRATION LABORATORIES	7/11/12	OHIO CALIBRATION LABORATOR	GENERAL FUND	POLICE OPERATION	2.00-
	7/11/12	OHIO CALIBRATION LABORATOR	GENERAL FUND	POLICE OPERATION	1.00
	7/11/12	OHIO CALIBRATION LABORATOR	GENERAL FUND	POLICE OPERATION	1.00
				TOTAL:	0.00
OVERDRIVE INC	7/10/12	LIBRARY - EBOOKS	LIBRARY	LIBRARY	186.83
	7/09/12	LIBRARY - EBOOK	LIBRARY	LIBRARY	6.99
				TOTAL:	193.82
PARKSIDE SERVICE	7/12/12	FIRE - USED TIRE MOUNTED	GENERAL FUND	FIRE OPERATION	80.00
				TOTAL:	80.00
PEDEN, SHANELLE M.	7/09/12	CABLE - VIDEOTAPING	GENERAL FUND	LOCAL CABLE ACCESS	150.00
				TOTAL:	150.00
PITNEY BOWES PURCHASE POWER	7/12/12	ADMIN/SEWER/WATER - POSTAG	GENERAL FUND	CLERK & TREASURER	166.67
	7/12/12	ADMIN/SEWER/WATER - POSTAG	WATER FUND	WATER OPERATING	166.66
	7/12/12	ADMIN/SEWER/WATER - POSTAG	SEWER FUND	SEWER OPERATING	166.67
				TOTAL:	500.00
PLATO ELECTRIC LLC	7/09/12	STREETS - STREET LIGHT REP	ROAD USE TAX	ROADS & STREETS	1,010.00
				TOTAL:	1,010.00
PORT 'O' JONNY INC.	7/09/12	PARK & REC - SERVICE	GENERAL FUND	PARK & RECREATION	83.00
	7/09/12	CEMETERY - SERVICE	GENERAL FUND	CEMETERY	83.00
				TOTAL:	166.00

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PYRAMID SERVICES INC.	7/09/12	CEMETERY - NYLON LINE	GENERAL FUND	CEMETERY	48.45
				TOTAL:	48.45
QC ANALYTICAL SERVICES LLC	7/09/12	SEWER - TRAINING CLASS	SEWER FUND	SEWER OPERATING	125.00
	7/11/12	SEWER - TESTING	SEWER FUND	SEWER OPERATING	552.00
				TOTAL:	677.00
QUILL CORP	7/10/12	LIBRARY - MULTIFOLD TOWELS	LIBRARY	LIBRARY	26.99
	7/10/12	LIBRARY - FOLDERS	LIBRARY	LIBRARY	15.94
	7/10/12	LIBRARY - CONSTRUCTION PAP	LIBRARY	LIBRARY	2.34
	7/10/12	LIBRARY - CHALK	LIBRARY	LIBRARY	1.59
	7/09/12	LIBRARY - PAPER	LIBRARY	LIBRARY	30.99
				TOTAL:	77.85
RUSSELL, MELISSA	7/09/12	P&R - REIMB FOR CPR CLASS	GENERAL FUND	PARK & RECREATION	110.00
	7/12/12	PARK & REC - REIMB FOR TIM	GENERAL FUND	PARK & RECREATION	25.01
				TOTAL:	135.01
SPRINGDALE AGENCY	7/06/12	VARIOUS DEPTS- FY 13 INSUR	GENERAL FUND	LOCAL CABLE ACCESS	200.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	POLICE OPERATIONS	780.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	POLICE OPERATIONS	5,015.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	POLICE OPERATIONS	1,925.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	POLICE OPERATIONS	1,249.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	POLICE OPERATIONS	926.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	FIRE OPERATION	735.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	FIRE OPERATION	331.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	FIRE OPERATION	3,640.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	ROADS & STREETS	7,443.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	ROADS & STREETS	4,750.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	ROADS & STREETS	7,139.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	ROADS & STREETS	3,730.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	ROADS & STREETS	1,300.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	LIBRARY	1,765.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	LIBRARY	454.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	PARK & RECREATION	2,080.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	PARK & RECREATION	227.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	PARK & RECREATION	257.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	CEMETERY	725.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	CEMETERY	1,102.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	CEMETERY	258.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	CLERK & TREASURER	1,280.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	CLERK & TREASURER	63.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	CLERK & TREASURER	990.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	CLERK & TREASURER	196.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	CLERK & TREASURER	1,248.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	TORT LIABILITY	CLERK & TREASURER	1,557.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	WATER FUND	WATER OPERATING	2,080.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	WATER FUND	WATER OPERATING	1,386.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	WATER FUND	WATER OPERATING	2,340.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	WATER FUND	WATER OPERATING	258.00
	7/06/12	VARIOUS DEPTS- FY 13 INSUR	SEWER FUND	SEWER OPERATING	2,080.00
7/06/12	VARIOUS DEPTS- FY 13 INSUR	SEWER FUND	SEWER OPERATING	1,508.00	
7/06/12	VARIOUS DEPTS- FY 13 INSUR	SEWER FUND	SEWER OPERATING	258.00	
			TOTAL:	61,275.00	
SPRINT	7/12/12	POLICE - SERVICE	GENERAL FUND	POLICE OPERATION	179.97

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	179.97
STATE HYGIENIC LAB. ACCT.REC.	7/12/12	WATER - TESTING	WATER FUND	WATER OPERATING	66.00
	7/12/12	WATER - TESTING	WATER FUND	WATER OPERATING	18.00
				TOTAL:	84.00
TREASURER STATE OF IOWA	7/11/12	STATE WITHHOLDING TAX	GENERAL FUND	NON-DEPARTMENTAL	526.30
	7/11/12	STATE WITHHOLDING TAX	LIBRARY	NON-DEPARTMENTAL	92.00
	7/11/12	STATE WITHHOLDING TAX	ROAD USE TAX	NON-DEPARTMENTAL	11.70
	7/11/12	STATE WITHHOLDING TAX	WATER FUND	NON-DEPARTMENTAL	98.50
	7/11/12	STATE WITHHOLDING TAX	SEWER FUND	NON-DEPARTMENTAL	98.50
				TOTAL:	827.00
TWIN HAMMER CONSTRUCTION	7/09/12	TOWN HALL - ROOF PROJECT	CIVIC CENTER	TOWN HALL	4,025.00
				TOTAL:	4,025.00
UNIFORM DEN INC.	7/09/12	POLICE - UNIFORMS	GENERAL FUND	POLICE OPERATION	192.45
	7/12/12	POLICE - UNIFORMS	GENERAL FUND	POLICE OPERATION	151.56
				TOTAL:	344.01
UPS	7/02/12	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	13.25
	7/02/12	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	35.10
				TOTAL:	48.35
US CELLULAR	7/05/12	POLICE - PHONE SERVICE	GENERAL FUND	POLICE OPERATION	209.33
	7/05/12	FIRE - PHONE SERVICE	GENERAL FUND	FIRE OPERATION	36.26
	7/05/12	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	PARK & RECREATION	87.69
	7/05/12	VARIOUS DEPTS - PHONE SERV	ROAD USE TAX	ROADS & STREETS	64.57
	7/05/12	VARIOUS DEPTS - PHONE SERV	WATER FUND	WATER OPERATING	64.57
	7/05/12	VARIOUS DEPTS - PHONE SERV	SEWER FUND	SEWER OPERATING	64.57
				TOTAL:	526.99
USA BLUE BOOK	7/11/12	WATER - SUPPLIES	WATER FUND	WATER OPERATING	308.08
	7/11/12	WATER - PUMP HEAD/VALVE	WATER FUND	WATER OPERATING	336.08
				TOTAL:	644.16
VEENSTRA & KIMM INC.	7/12/12	ENG SRV MAIN ST SIDEWALK	GENERAL FUND	ROADS AND STREETS	1,436.85
	7/12/12	ENG SRV MAIN ST SIDEWALK	GENERAL FUND	ROADS AND STREETS	818.40
	7/12/12	ENG DES SRV OLIPHANT SIDEW	GENERAL FUND	ROADS AND STREETS	795.00
	7/12/12	ENG SRV OLIPHANT SIDEWALK	GENERAL FUND	ROADS AND STREETS	1,053.43
	7/12/12	ENG SRVS OLIPHANT SIDEWALK	GENERAL FUND	ROADS AND STREETS	1,876.00
	7/12/12	ENG SRV MEADOWS PH 1 TESTI	GENERAL FUND	LEGAL SERVICES	3,616.50
	7/12/12	ENG SRVS MEADOWS RV PART 1	GENERAL FUND	LEGAL SERVICES	115.00
	7/12/12	TOWN HALL-ENG SRV BANNER C	CIVIC CENTER	TOWN HALL	528.00
	7/12/12	ENG SRV MS ACCESS ROAD IMP	ROAD USE TAX	ROADS & STREETS	11,679.71
	7/12/12	SEWER - ENG SRV LIFT STAT	SEWER FUND	SEWER OPERATING	914.70
				TOTAL:	22,833.59
VITAL IMAGERY LTD	7/10/12	LIBRARY - SUBSCRIPTION	LIBRARY	LIBRARY	50.00
				TOTAL:	50.00
WALMART COMMUNITY/GEMB	7/11/12	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	213.58
	7/11/12	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	7.59
	7/11/12	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	4.98
	7/11/12	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	312.37
				TOTAL:	538.52

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WATER SOLUTIONS UNLIMITED INC.	7/11/12	WATER - PHOSPHATE	WATER FUND	WATER OPERATING	2,442.00
				TOTAL:	2,442.00
WELLMARK BLUECROSS BLUESHIELD	7/09/12	DEPENDANT CARE FLEX	GENERAL FUND	NON-DEPARTMENTAL	104.17
	7/09/12	MEDICAL REIMBURSEMENT FLEX	GENERAL FUND	NON-DEPARTMENTAL	267.50
	7/09/12	DEPENDANT CARE FLEX	WATER FUND	NON-DEPARTMENTAL	52.08
	7/09/12	MEDICAL REIMBURSEMENT FLEX	WATER FUND	NON-DEPARTMENTAL	18.75
	7/09/12	DEPENDANT CARE FLEX	SEWER FUND	NON-DEPARTMENTAL	52.08
	7/09/12	MEDICAL REIMBURSEMENT FLEX	SEWER FUND	NON-DEPARTMENTAL	18.75
				TOTAL:	513.33
WEST BRANCH ANIMAL CLINIC	7/09/12	ANIMAL CONTROL - SERVICE	GENERAL FUND	ANIMAL CONTROL	756.00
				TOTAL:	756.00
WEST BRANCH FIREFIGHTERS	7/02/12	FIRE - FY12 PAYROLL DUES	GENERAL FUND	FIRE OPERATION	25,913.00
				TOTAL:	25,913.00
WRIGHT EXPRESS FSC	7/12/12	POLICE - FUEL	GENERAL FUND	POLICE OPERATION	373.12
				TOTAL:	373.12
ZEPHYR COPIES & DESIGN	7/09/12	ADMIN - COPIES	GENERAL FUND	CLERK & TREASURER	49.00
				TOTAL:	49.00
**PAYROLL EXPENSES	7/01/2012 - 7/31/2012		GENERAL FUND	POLICE OPERATION	4,303.38
			GENERAL FUND	ROADS AND STREETS	1,816.72
			GENERAL FUND	PARK & RECREATION	1,343.20
			GENERAL FUND	CEMETERY	1,495.15
			GENERAL FUND	MAYOR AND COUNCIL	200.00
			GENERAL FUND	CLERK & TREASURER	3,029.47
			GENERAL FUND	LOCAL CABLE ACCESS	168.00
			LIBRARY	LIBRARY	3,361.98
			ROAD USE TAX	ROADS & STREETS	546.76
			WATER FUND	WATER OPERATING	2,342.57
			SEWER FUND	SEWER OPERATING	2,342.55
				TOTAL:	20,949.78

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
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===== FUND TOTALS =====

001	GENERAL FUND		92,174.70		
022	CIVIC CENTER		8,114.54		
031	LIBRARY		8,391.46		
036	TORT LIABILITY		51,165.00		
110	ROAD USE TAX		14,181.51		
112	TRUST AND AGENCY		2,466.81		
226	GO DEBT SERVICE		27,044.68		
600	WATER FUND		24,368.72		
610	SEWER FUND		14,709.12		

GRAND TOTAL: 242,616.54

TOTAL PAGES: 9

RESOLUTION NO. 1013

RESOLUTION APPROVING A 28E RADIO SITE LEASE AGREEMENT
BETWEEN CEDAR COUNTY EMA COMMISSION AND CITY OF WEST
BRANCH

WHEREAS, it is in the best interest of the City of West Branch and the Cedar County EMA Commission to have a joint agreement for the purpose of installing, operating and maintaining radio system equipment to be used for public safety communications and operations; and

WHEREAS, the current agreement has an effective date March 16, 2001, an initial term of three years and has been continued on one-year renewal terms since the expiration of the initial term; and

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to have an updated agreement in place to provide for the public safety of the West Branch community; and

WHEREAS, it is now necessary to approve said agreement.

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 16th day of July, 2012.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



*The Cedar County Emergency Management
exists to advance the preserving life and
protecting property in the face of any hazard.*

The Cedar County Emergency Management Commission

Subject: Radio Site 28E Agreement

June 18, 2012

RADIO SITE LEASE AGREEMENT
Between
CEDAR COUNTY EMA COMMISSION
And
CITY OF West Branch

The following agreements shall define the terms and conditions of an agreement between the stated parties for the purpose of installing, operating and maintaining radio system equipment to be utilized for public safety communications and operations.

1. Definitions

- a.1.1. **“Site”**: The tower structure and building or facility owned by City of West Branch located in West Branch, IA. where the radio equipment and related hardware belonging to the Cedar County, IA EMA Commissions shall be installed.
- b.1.2. **“Tenant”**: Cedar County EMA Commissions
 - 1. Attn: Cedar County EMA
 - a. Address:
 - 711 E. South St.
 - Tipton, IA. 52772
 - 563-886-3355
- c.1.3. **“Owner”**: City of West Branch
 - Attn: West Branch City Council
 - 110 N. Poplar Street
 - PO Box 218
 - West Branch, IA. 52358
 - 319-643-5888
- d.1.4. **“Equipment”**: Describes all the radio system equipment and related hardware now or

hereafter owned by the Tenant and located on Owner's site. The authorized items of equipment include all upgrades and replacements and additional equipment owned by the tenant at the site. However, any additions (other than related to maintenance and/or repair) that may affect the operations at the site must be presented to the owner prior to implementation.

Tenant shall be permitted to install the following equipment on Owner's water tower:

- One (1) 10-ft VHF receiver antenna and mounting hardware installed at the top level on the water tower, including 1/2" heliax transmission lines into Owner's building or structure.
- One (1) UHF "yagi" RF link antenna and mounting hardware installed at the top level, including transmission line from antenna into Owner's building or structure.
- Other equipment to be installed under new Microwave upgrade communications system will be VHF P25 multimode Station/Voting Comparator; VHF receiver multicoupler for use with existing VHF antenna system and appropriate equipment and cables, at the top level on the water tower including transmission lines into Owner's building or structure. Complete list to be provided upon completion of installation.
- VHF receiver and UHF transmitter and associated equipment will be installed in cabinet in Owner's building or structure.

e.1.5. "effective Date" of this lease: July 17, 2012

f.1.6. "Initial Term" of this lease: Two Years

g.1.7. "Renewal Term(s)" of this lease shall be one-year periods beginning on the 1st day of the 1st month after completion of the Initial term.

h.1.8. "**Rental /lease Fee(s)**": Owner shall permit Tenant to install and operate equipment for a monthly fee of \$0 (zero) dollars per month. Owner will ensure that electricity needed to operate Tenant's equipment is available at the site.

2. **Termination**: Either party may terminate this Lease at the end of the initial term or may renewal term by serving a termination notice in writing before the last 60 days of the current term.

Owner shall have the right to terminate this lease if Tenant defaults in the performance of any material provisions of this Lease, including but not limited to nonpayment of rent, damage to site, or interference to Owner's use of the site and such default is not resolved within 30 days after written notice of default is delivered to Tenant.

Tenant shall have the right to terminate this Lease if Owner defaults in the performance of any of the material provisions of this lease, including but not limited to failure to maintain the structures holding the equipment of interference with the Tenant's use of the Site and such default is not resolved within 30 days after written notice of default is delivered to Owner.

Upon termination of this lease, Tenant shall have 60 days to remove all Equipment from the site. Tenant shall surrender possession of the site to owner in good condition.

Equipment Rules; Tenant shall comply with all present and future rules and regulations regarding operations involving radio communications equipment as they pertain to Tenant's equipment. All equipment shall be installed following good engineering practices and standards and in a manner to the Owner.

Access; Owner shall allow Tenant access to the site as needed for normal maintenance purpose will

be performed during normal business hours, Monday through Friday. For emergency access during non-duty hours the Owner will have available a key for check out, which would be kept in a secure location at the Cedar County PSAP in Tipton. Tenant would contact or make every effort to contact the owner prior to the PSAP signing out the key to an authorized personnel to work on the site, upon completing or at the end of each day the key will be turned into the Cedar County PSAP and secured. A roster of authorized personnel shall be posted at the Cedar County PSAP.

Use of Site: The site shall be used by the Tenant solely for the radio communications purposes dictated in the Lease Agreement.

Interference: Tenant shall not do or permit any activity upon the site which causes or permits physical, electronic or other interference with the existing communications facilities, equipment or operations or other users of the site (including other Tenants and Owner). If Tenant fails to rectify any such interference, after notification by Owner, Owner shall have the right to a. render Tenant's equipment inoperative, and or b. terminate this Lease.

Maintenance;

8.1 Owner: Owner shall inspect, maintain and repair site structure(s) so that they are safe and functional.

8.2 Tenant: Tenant shall inspect, maintain and repair all of its equipment as the site so that the equipment is safe, functional and in compliance with all governmental rules and ordinances. Tenant acknowledges that Owner is not responsible to clear ice and snow that may obstruct site access during winter months.

Insurance

9.1 Owner: Throughout the term of this lease, Owner shall maintain "all risk" hazard insurance on the structure(s) of the site, and comprehensive commercial general liability insurance as required.

9.2 Tenant: Throughout the term of this Lease, Tenant shall retain "all risk" hazard insurance on its equipment and comprehensive general liability insurance coverage as required.

(Note All-risk hazard insurance for the perils customarily covered under a cause of loss, with a recommendation of at least \$1,000,000. Commercial General Liability.)

Indemnification: Tenant shall defend, indemnify and hold harmless the Owner for any loss or damage resulting from the intentional act or negligence of the Tenant. Owner shall defend, indemnify and hold harmless the Tenant for any loss or damage resulting from the intentional act or negligence of the Owner.

Damage or Destruction: If the structure(s) holding the Tenant's equipment are damaged or destroyed by fire, wind, flood, or other natural or manmade cause, Owner shall have the option to repair or replace the structure(s) at Owner's expense, or to terminate this lease effective on the date of such damage or destruction. If Owner elects to terminate this lease, Tenant shall have no further obligations hereunder. If Owner elects to repair or replace structure(s), then rent shall abate until the repairs or replacement has been completed.

Utilities: Owner shall be responsible for providing electricity for the site.

Condemnation: If a condemning authority takes all of the site, or a portion sufficient to render the site unusable by the Tenant (in the Tenant's determination), then this lease shall terminate as of the date title vests in the condemning authority.

Miscellaneous Provisions:

14.1 This lease may be amended in writing only, signed by the parties in interest at the time of such amendment.

14.2 This lease may not be assigned by Tenant without prior written consent of Owner, which will



not be unreasonably withheld, provided that the assignee continues carrying on the Tenant's communications business as contemplated hereunder and assumes in writing the obligations of the Tenant hereunder. Owner may assign this lease without consent of the Tenant, provided that the assignees take site subject to this lease.

IN WITNESS WHEREOF, the undersigned have executed this lease as of the effective date set forth in Section 1.5:

OWNER:

TENANT:

By: _____

By: _____

Name: _____

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

ORDINANCE NO. 698

AN ORDINANCE AMENDING THE LENGTH, WIDTH AND DEPTH SIDEWALK STANDARDS IN TITLE, "STREETS AND SIDEWALKS," CHAPTER 136 "SIDEWALK REGULATIONS."

WHEREAS, the West Branch City Council would like to update length, width and depth sidewalk standards in the Sidewalk Regulations Chapter of the West Branch Code of Ordinances; and

WHEREAS, the West Branch City Council has constructed all recent sidewalk projects in conformance with these new guidelines; and

WHEREAS, the West Branch City Council would like to provide developers and homebuilders with clear expectations of sidewalk requirements for new residential development in the City of West Branch.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of West Branch, Cedar County, Iowa:

Section 1. Amendment. The Code of Ordinances is hereby amended by deleting Section 136.07.5.A in its entirety and replaced with the following:

136.07.5.A. Newly constructed residential sidewalks shall be at least five (5) feet wide and four (4) inches thick, and each section shall be no more than four (4) feet in length. Repair and replacement of sidewalks will follow the standards herein, except for width requirements specified in the City of West Branch, Iowa Sidewalk Inspection and Repair Policy.

Section 2. Amendment. The Code of Ordinances is hereby amended by deleting Section 136.07.5.C in its entirety and replaced with the following:

136.07.5.C. Driveway areas in residential zoning districts shall not be less than six (6) inches in thickness, or equivalent strength per SUDAS standards.

Section 3. Amendment. The Code of Ordinances is hereby amended by adding the following Section 136.07.5.D:

136.07.5.D. Driveway areas and sidewalks adjacent to driveway areas in non-residential zoning districts shall not be less than eight (8) inches in thickness, or equivalent strength per SUDAS standards.

Section 4. Amendment. The Code of Ordinances is hereby amended by adding the following definition to Section 136.02:

“Driveway” means the area between the street and property line.

Section 5. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 6. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 7. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

* * * * *

Passed and approved this 16th day of July, 2012.

First Reading: July 16, 2012
Second Reading:
Third Reading:

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION 1014

A RESOLUTION HIRING _____ AS THE WATER/WASTEWATER OPERATOR FOR THE CITY OF WEST BRANCH, IOWA AND SETTING THE SALARY FOR THE POSITION FOR FISCAL YEAR 2012-2013.

BE IT RESOLVED by the Council of the City of West Branch, Iowa:

Section 1. That the City of West Branch, Iowa will hire _____ as the water/wastewater operator.

Section 2. The following person and position named shall be paid the hourly wage indicated and the City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the Council:

Position	Name	Wage	Basic Hours
Water/Wastewater Operator	_____	\$_____/hour	40/week

SECTION 3. The above named employee is subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 4. This resolution will be effective upon final passage of the City Council.

SECTION 5. The hourly wage established in this resolution shall be effective upon final passage of the City Council.

Passed and Approved this 16th day of July, 2012.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1015

RESOLUTION APPROVING A GENERAL AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE AND THE CITY OF WEST BRANCH IOWA REGARDING LAW ENFORCEMENT ASSISTANCE

WHEREAS, it is in the best interest of the City of West Branch and the National Park Service to have an agreement for the purpose of coordinating law enforcement assistance between the two agencies; and

WHEREAS, the current agreement has an effective date of June 11, 2008 and a five-year term; and

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to have an updated agreement in place to provide for the public safety of the West Branch community; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned agreement is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 16th day of July, 2012.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

**General Agreement
between
The United States Department of the Interior
National Park Service
and
The City of West Branch
Iowa**

Regarding Law Enforcement Assistance

This Agreement is entered into by and between the National Park Service (hereinafter NPS), United States Department of the Interior, acting through the Superintendent of Herbert Hoover National Historic Site (hereinafter Herbert Hoover NHS), and West Branch, Iowa, acting through the West Branch Chief of Police pursuant to 16 U.S.C. § 1b(1), and Chapter 804, Section 7B and Chapter 28E of the Code of Iowa.

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of the Agreement is to coordinate emergency law enforcement assistance between the two agencies. Herbert Hoover NHS is under concurrent legislative jurisdiction, and the NPS and the West Branch Police Department (hereinafter WBPD) therefore share a common interest in law enforcement at Herbert Hoover NHS.

Both agencies recognize through long experience that violations affecting the safety and welfare of citizens, property, and resources under their protection frequently involve individuals and groups operating across jurisdictional boundaries. Both agencies also recognize that the most effective and sometimes only method to detect, deter, and solve these crimes is through cooperative efforts. Accordingly, the NPS and the WBPD do hereby enter into an agreement to provide emergency cooperative assistance to maintain public safety and welfare on lands and roadways in West Branch, Iowa, within and surrounding Herbert Hoover NHS, as both parties can mutually benefit from the expertise and resources of their respective agencies.

Under Iowa law, federal law enforcement officers are recognized as out-of-state peace officers and may make arrests and conduct other law enforcement activities within the State pursuant to an agreement between the Federal officer's agency and a political subdivision of the State of Iowa. Type I commissioned NPS Rangers are recognized as out-of-state peace officers through this Agreement.

Through this Agreement, therefore, the West Branch Chief of Police, may appoint certain federally commissioned Type I NPS law enforcement rangers employed at Herbert Hoover NHS as out-of-state peace officers for the purposes of enforcing State law and City Ordinances within Herbert Hoover NHS, or in response to emergency situations outside of Herbert Hoover NHS, and within a reasonable distance of the City of West

Branch, Iowa.

The NPS is willing to have designated as out-of-state peace officers certain federally commissioned Type I NPS law enforcement rangers when such appointment will benefit the administration of the park area. The NPS also agrees to accept out-of-state peace officer designation for Type I commissioned law enforcement rangers for the purpose of providing emergency law enforcement assistance, when requested, to the WBPB.

ARTICLE II – AUTHORITY

This agreement is entered into under the authority of 16 United States Code (16 U.S.C.) §§ 1-3.

The Secretary of the Interior, acting through the NPS, administers and manages Herbert Hoover NHS pursuant to Public Law 89-119 of August 12, 1965 (79 Stat. 510), and conducts law enforcement activities there and at other NPS areas within the State of Iowa pursuant to Title 16 U.S.C. § 1a-6.

Title 16 U.S.C. § 1a-6(b) authorizes the Secretary of the Interior “to designate... certain officers or employees of the Department of the Interior who shall maintain law and order and protect persons and property within areas of the National Park System”.

Title 16 U.S.C. § 1b(1) authorizes the Secretary of the Interior to render “emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the National Park System”.

The City of West Branch is authorized to enter into intergovernmental understandings with public agencies pursuant to Chapter 28E of the Code of Iowa. Chapter 331, Sections 652 & 653, and Chapter 804 of the Code of Iowa authorize the West Branch Chief of Police to enforce the Laws of the State of Iowa and ordinances duly enacted by the City of West Branch. The WBPB is recognized for the purposes of 16 U.S.C. § 1a-6 as a nearby law enforcement agency.

Chapter 804, Section 7B, authorizes persons employed full time by the United States government, who are empowered to effect arrests with or without a warrant for violation of the United States Code and who are authorized to carry a firearm in performance of their duties as federal law enforcement officer, to make arrests and conduct other law enforcement activities in Iowa pursuant to an agreement entered into under Chapter 28 E of the Code of Iowa.

The scope of this Agreement is defined by the authority of Title 16 U.S.C. § 1b (1), and Chapter 804, Section 7B, and Chapter 28E of the Code of Iowa.

ARTICLE III – STATEMENT OF WORK

A. The NPS agrees as follows:

1. Within NPS Jurisdiction – Law Enforcement Assistance Pursuant to 16 U.S.C. § 1a-6:

- a. In accordance with 16 U.S.C. § 1a-6, the NPS shall enforce all applicable Federal laws within Herbert Hoover NHS.
- b. Whenever practical, NPS commissioned employees will use law enforcement authority vested by the NPS before the authority vested by the WBPD.
- c. The WBPD may supplement NPS law enforcement efforts, initiate law enforcement action, and independently patrol within Herbert Hoover NHS. The WBPD maintains primary responsibility for enforcing state laws and city ordinances within Herbert Hoover NHS.
- d. The NPS will provide the WBPD a list of responsible persons, with telephone numbers, to be contacted in an emergency. This list will be updated as needed to reflect personnel changes.
- e. The NPS will assume primary control of incidents occurring within Herbert Hoover NHS. Incidents of a magnitude larger than NPS resources can manage effectively may require a cooperative effort with other Federal and local agencies.
- f. The NPS may request resources of the WBPD for incidents occurring within Herbert Hoover NHS. The NPS will provide a liaison to the WBPD in cases when WBPD resources have been requested. The NPS liaison will participate and work cooperatively with the WBPD resources until the incident is concluded and, when possible, a successful prosecution of the case has been attained.

2. **Outside NPS Jurisdiction – Law Enforcement Assistance Pursuant to 16 U.S.C. § 1b(1):**
- a. The NPS agrees to provide emergency law enforcement assistance as defined in this document and in accordance with Iowa law to WBPD outside the National Park System.
 - b. NPS emergency law enforcement assistance outside the boundaries of Herbert Hoover NHS generally stems from an unexpected occurrence that requires immediate action and may include one or more of the following:
 - Emergency responses such as life or death incidents, serious injury/fatality accident/incident scenes, crime scenes involving the protection of human life, officer needs assistance, threat(s) to health or safety of the public.
 - Emergency or law enforcement incidents directly affecting visitor safety or resource protection.
 - Probable cause felonies and felonies committed in the presence of and observed by NPS commissioned rangers.
 - Indictable offenses (re: Iowa Code 804.7A2a) committed in the presence of National Park Service commissioned rangers that present an immediate threat to the health and safety of the public.
 - c. Upon receiving an official request from the WBPD, the NPS shall render emergency law enforcement assistance (as defined in provision A.2.b above) to the WBPD whenever possible. A request for such emergency assistance will be placed with Herbert Hoover NHS's Senior Law Enforcement Officer or his/her representative.
 - d. The NPS may render emergency law enforcement assistance in those situations where a NPS law enforcement ranger, while in the course of his/her official duties, observes an emergency situation (as defined in provision A.2.b above), at which time the NPS law enforcement ranger shall secure and manage the scene. The NPS shall immediately notify the WBPD of the emergency. Upon arrival of the first WBPD officer on the scene, the NPS law enforcement ranger shall relinquish control; however, upon request, the NPS law enforcement ranger may assist the WBPD officer for the duration of the emergency.

- e. The NPS shall render assistance until such time as released by the WBPD on-scene incident commander or until the emergency no longer exists, whichever comes first.
- f. The on-scene commanding officer of the WBPD shall be in command of all officers, including NPS law enforcement rangers who are rendering emergency assistance; provided that the WBPD on-scene commander shall exercise command of NPS law enforcement rangers only through the highest ranking NPS law enforcement ranger at the scene, which shall be identified by the NPS.
- g. For good cause the NPS Senior Law Enforcement Officer or his/her representative may decide at any time to withdraw emergency law enforcement assistance.
- h. NPS law enforcement rangers rendering emergency assistance to the WBPD pursuant to this Agreement shall wear the official NPS uniform, or, if approved by the NPS Senior Law Enforcement Officer or his/her designee, plain clothes; shall remain under the authority and control of NPS supervisors; shall be subject to the laws, regulations, and policies of the NPS and of the United States; and shall not receive any monetary compensation from any source other than the NPS.

B. The WBPD agrees as follows:

1. The following incidents, when occurring within Herbert Hoover NHS, must be reported to the NPS as soon as practical via verbal notification and/or written reports:
 - Incidents involving damage within Herbert Hoover NHS, the buildings or property contained therein;
 - Incidents involving fatalities, serious injury, or injuries to multiple persons;
 - Incidents involving or with the potential to involve media interest;
 - Incidents involving motor vehicle accidents within Herbert Hoover NHS;
 - Incidents involving planned or unplanned demonstrations in or near Herbert Hoover NHS;
 - The NPS should be notified as soon as is practicable (via report copy) of incidents involving the possession and/or use of cannabis or of illegal use of a controlled substance;

2. To provide the Superintendent of Herbert Hoover NHS all applicable state laws and city ordinances and provide training necessary to familiarize designated commissioned ranger(s) with those laws and ordinances.
3. To make available and to provide assistance, when possible, with: evidence storage, fingerprinting and photographing facilities, DUI detection kits, and other law enforcement equipment that may not be routinely used by Herbert Hoover NHS law enforcement rangers.

C. The parties further agree as follows:

1. The NPS agrees to make available for designation only NPS law enforcement ranger(s) who meet National Park Service law enforcement training standards and who possess a current and valid National Park Service Type I Law Enforcement Commission.
2. NPS law enforcement rangers rendering emergency assistance to the WBPD pursuant to this Agreement shall be deemed to be acting within the scope of their Federal employment. Under no circumstances shall NPS law enforcement rangers be deemed to be “borrowed servants” of the WBPD.
3. Arrests made by NPS law enforcement personnel will be controlled in the jurisdiction of the agency under whose authority the arrest was made and in the court having adjudicating responsibility of the cited offense.
4. When acting under state authority, NPS law enforcement personnel, while still subject to the policies and regulations of the Federal government will conform to state and local procedures where there is no contradiction of Federal policy, and the violator will be processed through the state court system as directed by the West Branch City Attorney.
5. As interdepartmental radio communications may be needed to coordinate law enforcement and public safety activities, each party authorizes the other party to utilize its radio frequency(s) as needed to carry out the provisions of this Agreement. The Chief of Police will provide a list of approved radio frequencies to the Superintendent.

6. Each party hereby waives any and all claims, demands, and causes of action against the other party and its employees, and releases the other party and its employees from any and all liability arising out of or resulting from activities under this Agreement. Each party shall be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this Agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees (including attorney's fees).
7. Each party shall bear its own costs for furnishing services under this Agreement, and neither party shall claim reimbursement for those costs from the other party.
8. Nothing in this Agreement shall be construed to bind the NPS to expend in any one fiscal year any sum in excess of funds appropriated by Congress or allocated by the NPS for the purposes of this Agreement.
9. The parties shall coordinate all public information releases about law enforcement incidents, investigations, actions, and other matters involving both parties. No public information release by one party shall refer to the other party or to any employee of the other party (by name or otherwise) without the other party's prior approval. Each party agrees not to comment to the media on incidents that occur in the other party's jurisdiction. All media inquiries will be directed to the respective agency's Public Information Officer or designee.

ARTICLE IV – TERMS OF AGREEMENT

This Agreement shall be effective for a period of five years after the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article X that follows. At the conclusion of that five-year term, this Agreement may be extended or renewed by written agreement of the parties.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Superintendent
Herbert Hoover National Historic Site
110 Parkside Drive
West Branch, Iowa 52358
(319) 643-7870

2. **For the City of West Branch, Iowa:**

Matt Muckler
City Administrator
City of West Branch
P.O. Box 218, 110 N. Poplar Street
West Branch, IA 52358
(319) 643-5888

Michael Horihan, Chief of Police
105 S. Second St.
West Branch, Iowa 52358
(319) 643-2222

B. **Communications** – The West Branch Chief of Police will address any communication regarding this Agreement to the Superintendent.

C. **Changes in Key Officials** – Neither the NPS nor the City may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification of this Agreement.

ARTICLE VI – FUNDING

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as set forth in Article III.

ARTICLE VII – PRIOR APPROVAL

Not applicable.

ARTICLE VIII – REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties. Any documents or data exchanged between the parties to this Agreement will not be released to a third party unless the designated key official of the party that generated the document or data, or his/her representative, approves the release, or unless release is required by statute or rules of state or federal court.

ARTICLE IX – PROPERTY UTILIZATION

Unless otherwise agreed to in writing by both parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to WBPB during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE X – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate the Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other with notice of its intentions to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XI – STANDARD CLAUSES

- A. **Civil Rights**
During the performance of this Agreement, the participants agree to abide by the terms of the U.S. Department of the Interior – Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, age, or sex.

B. Promotions

The West Branch Chief of Police's Office will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the WBPD represents. No release of information relating to the Agreement may state or imply that the Government approves of the WBPD work product, or considers the WBPD work product superior to other products or services.

C. Public Information Release

Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to the Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscript to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE XII – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE

Signature: _____

Name: Peter S. Swisher

Title: Superintendent

Herbert Hoover National Historic Site

Date: _____

FOR THE WEST BRANCH CHIEF OF POLICE'S OFFICE

Signature: _____

Name: Don Kessler

Title: Mayor, City of West Branch

Date: _____

See attached:

- memorandum “List of Responsible Persons”
- Appendix: Radio Frequency Use Agreement between the City of West Branch and Herbert Hoover National Historic Site

RESOLUTION NO. 1016

RESOLUTION APPROVING A RADIO FREQUENCY USE AGREEMENT
BETWEEN THE CITY OF WEST BRANCH, IOWA AND HERBERT HOOVER
NATIONAL HISTORIC SITE

WHEREAS, it is in the best interest of the City of West Branch and the National Park Service to have a radio frequency use agreement for the purpose of public safety mutual aid communications; and

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to have an agreement in place to provide for the public safety of the West Branch community; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned agreement is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 16th day of July, 2012.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RADIO FREQUENCY USE AGREEMENT

between

THE CITY OF WEST BRANCH, IOWA

and

HERBERT HOOVER NATIONAL HISTORIC SITE

Whereas Sections 7.12 and 8.3.3 of the National Telecommunications and Information Administration Manual of Regulations and Procedures for Federal Radio Frequency Management (NTIA Manual), require a mutually approved arrangement for a Government radio station to use any frequency authorized to another Government radio station, and

Whereas **HERBERT HOOVER NATIONAL HISTORIC SITE** (hereinafter referred to as the **NPS**) requires radio communications access to the **CITY OF WEST BRANCH** (hereinafter referred to as the licensee) radio frequency listed,

<u>DESCRIPTION</u>	<u>TX FREQ. (MHz) / TONE(Hz)</u>	<u>RX FREQ. (MHz) / TONE(Hz)</u>
WB Base 155.0850 / CSQ (narrow band)	155.0850 / 167.9	

which are authorized solely to the licensee for inter-agency, mutual-aid, and internal communications, and

whereas such use facilitates **NPS** communications in accordance with the following stipulations:
The **NPS** will submit a copy of this agreement through their authorized Bureau Radio Program Manager (the Chief, **NPS** Radio Program Management Division) requesting issuance of a radio frequency authorization (RFA).

NPS Use of the authorized frequency is restricted to public safety and mutual aid communications.

Federal Government (**NPS**) operations under this agreement must conform in all respects to any restriction or limitation imposed by the NTIA on the principal licensee (**THE CITY OF WEST BRANCH**).

The **NPS** will purchase its own equipment, and any equipment necessary for the **NPS** to operate on the frequency, and shall pay all expenses associated with the operation of said equipment on the system.

The licensee shall incur no additional costs as a result of **NPS**'s use of the system, and the **NPS** shall bear all costs associated therewith.

All **NPS** radios utilizing the frequency shall be programmed, serviced and repaired only by authorized personnel, and the **NPS** shall bear all associated costs.

Liability: To the full extent authorized by applicable law, the **NPS** and the **LICENSEE** shall be liable for the acts and omissions of their respective employees, officers, agents, and representatives in connection with this Agreement.

Legality of Agreement: Any obligations created by this Agreement which are hereafter determined by court of competent jurisdiction to be illegal are void, and neither party will be obligated to further perform as to such obligations. Should a nonmaterial portion of

the total obligation is hereby severed, but the balance of the lawful portions hereof will continue to be performed.

No change, alteration or amendment of this Agreement may be made except by the written consent of both parties.

Either party may cancel this agreement upon 90 days written notice to the other.

This agreement will be reviewed and re-certified every five years to validate continued operational requirements.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year written below:

NPS

Licensee

.....
[Date]

.....
Signature [Date]

Joe Snyder

Don Kessler

Park/Regional Radio Manager

Mayor

Telephone #'s

715-483-2298

319-643-5888

Original - Park-Unit Radio Coordinator:

.....
- US Government Agency: HERBERT HOOVER NATIONAL HISTORIC SITE

Copy - Regional NPS Radio Program Manager: Joe Snyder, NP-MWR
- Chief, Radio Program Management Division, WASO: Carroll Alexander
- Mayor, City of West Branch, Iowa



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE

HERBERT HOOVER NATIONAL HISTORIC SITE

P.O. BOX 607

WEST BRANCH, IOWA 52358-0607



June 29, 2012

W34(HEHO)

Mr. Matt Muckler, City Administrator
City of West Branch
P.O. Box 218
110 North Poplar Street
West Branch, Iowa 52358

Dear Mr. Muckler:

Following is a list of individuals who are either commissioned law enforcement officers for the National Park Service or otherwise supervise the law enforcement program at Herbert Hoover National Historic Site:

- Peter S. Swisher, Superintendent
- Robert Palmer, Chief Park Ranger
- Peter Pappas, Park Ranger

These individuals may work with the City of West Branch Police Department as deemed fit and appropriate. This list will be updated as personnel changes occur at the park.

Any questions regarding this contact list may be directed to myself or to Chief Ranger Palmer at (319) 643-2520.

Sincerely,

Peter S. Swisher
Superintendent

RESOLUTION NO. 1017

RESOLUTION APPROVING LOT #1 PEDERSEN VALLEY, PART ONE SITE PLAN.

WHEREAS, Michael Furman has submitted a proposed Site Plan to construct a proposed eight unit building on Lot #1 Pedersen Valley, Part One, West Branch, Iowa; and

WHEREAS, said proposed Site Plan has heretofore been reviewed by City Staff, including the City Engineer; and

WHEREAS, the proposed Site Plan has been found to conform to West Branch Code of Ordinances; and

WHEREAS, the proposed Site Plan has been approved by the West Branch Planning and Zoning Commission at their special meeting held on Tuesday June 26, 2012; and

WHEREAS, it is now necessary for the City Council to approve said Site Plan.

NOW, THEREFORE, be it resolved by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned Site Plan for the Project be and the same are hereby accepted and approved.

* * * * *

Passed and approved this 16th day of July, 2012.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION 1018

A RESOLUTION SETTING THE COMPENSATION FOR THE CITY ATTORNEY POSITION.

WHEREAS, the City Council approved Resolution 927 on February 7, 2011 appointing Kevin D. Olson as the West Branch City Attorney; and

WHEREAS, the City Council approved Resolution 981 on March 5, 2012 adopting the fiscal year 2012-2013 budget which included \$18,000 for attorney expenses.

NOW THEREFORE BE IT RESOLVED by the Council of the City of West Branch, Iowa:

SECTION 1. The city attorney position will be paid \$18,000 per year in monthly payments of \$1,500.

SECTION 2. The compensation for the city attorney position will include all ordinary legal work, which consists of everything other than extraordinary litigation.

SECTION 3. This resolution will be effective upon final passage of the City Council.

Passed and Approved this 16th day of July, 2012.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION 1019

RESOLUTION APPROVING THOSE CERTAIN AGREEMENTS IN CONNECTION WITH THE OLIPHANT STREET PRIORITY ROUTES SIDEWALK PROJECT.

WHEREAS, the City of West Branch is concerned about the safety of children walking to and from school; and

WHEREAS, the City finds it in the best interest of the residents of West Branch to add sidewalks around the Herbert Hoover Elementary and Middle School Complex; and

WHEREAS, the City Council has discussed at length the sidewalks that would provide the most benefit to children walking to school; and

WHEREAS, the City Council directed Veenstra & Kimm, Inc. to provide an engineer's estimate for the cost of sidewalks on Poplar, Oliphant (from Orange to Crestview) and connecting Orange Street to the Middle School; and

WHEREAS, the choice of said sidewalks focuses funds on the construction of sidewalks closest to the school; and

WHEREAS, a reasonable estimate of the cost of said sidewalks is known by the Council and can be paid for without requiring the City to incur debt; and

WHEREAS, Veenstra & Kimm, Inc. submitted a proposed engineering agreement dated February 6, 2012, to provide said services in the amount of \$6,900.00; and

WHEREAS, the City Council approved Resolution 969 on February 6, 2012 approving an engineering services agreement with Veenstra & Kimm, Inc. in connection with the Priority Routes Sidewalk Project; and

WHEREAS, the City Council approved Resolution 981 on March 5, 2012 adopting the fiscal year 2012-2013 budget which included funding for priority routes sidewalk projects; and

WHEREAS, the City Council met jointly with the West Branch Community School District Board of Education on April 23, 2012 and June 6, 2012 discuss current and future sidewalk projects and potential grant funding sources; and

WHEREAS, the Oliphant Street Sidewalk Project, which proposes a five foot sidewalk on the east side of Oliphant Street from Orange Street to Crestview Drive, is one of the three projects included in Resolution 969; and

WHEREAS, City staff and elected officials have discussed the proposed project with eight property owners whose property would be impacted as a result of the construction of the Oliphant Street Sidewalk Project; and

WHEREAS, the City Attorney and City Staff have prepared easement agreements for the review of these eight property owners; and

WHEREAS, seven of the eight property owners have signed their easement agreements in the presence of a notary and submitted those signed documents to the City of West Branch; and

WHEREAS, these seven easement agreements all require approval of the West Branch City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned easement agreements with the Owners be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreements on behalf of the City.

Passed and approved this 16th day of July, 2012.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Preparer Information: Kevin D. Olson, PO Box 5640, Coralville, IA 52241, (319) 351-2277.
Return to: City of West Branch, 110 Poplar Street, West Branch, Iowa 52358

TEMPORARY SIDEWALK CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between **Charles A. Lovig and Josephine Lovig**, husband and wife, hereinafter individually or collectively referred to as "GRANTOR" and the **City of West Branch, Iowa**, a municipal corporation, 110 Poplar Street, West Branch, Iowa 52358, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that the GRANTOR is the lawful owner of certain real estate generally described in Exhibit "A" attached to this easement and by this reference made a part hereof, said ownership is not subject to any other third-party possessory or proprietary interests (e.g., tenant, easement-holder, contract-purchaser, etc.).
2. That the GRANTOR hereby covenants that the GRANTOR is lawfully seized and possessed of the real estate described above, and that the GRANTOR has a good and lawful right to grant the temporary easement described herein.
3. That the GRANTOR hereby grants and conveys to the CITY a temporary construction easement in the area described and shown in Exhibit "A" attached here to in order to facilitate the initial construction and installation of sidewalk improvements for use by the General Public, the same having been heretofore referred to as the "West Branch Sidewalk Improvements - 2012," hereinafter referred to as the "Project."
4. That the temporary construction easement granted herein shall automatically terminate and become non-existent after completion and acceptance of the Project.
5. That the CITY shall have the right of ingress and egress to and from the easement areas by such route as shall occasion the least practical damage and inconvenience to the GRANTOR.
6. That the GRANTOR reserves the right to use the above-described easement area for purposes which shall not interfere with the rights granted in this Agreement.
7. That, specifically and without limiting the general restriction of use set forth in Paragraph 8 above, the GRANTOR shall not erect, construct or locate in the easement area any structure or object that

would prevent the CITY's reasonable access to or use of the easement area during construction of the Project.

8. That the CITY agrees to promptly repair any damages within the temporary easement area, with the intent being to restore the surface of said area to as close to original condition; provided, however, that the GRANTOR acknowledges that the CITY shall have the right to grade in the easement area as it may find reasonably necessary for construction of the Project.
9. That the CITY shall indemnify GRANTOR against (i) any loss, damage or injury to the GRANTOR or the GRANTOR's property, and (ii) any loss, damage, injury, claim or other liability to any third party which may occur as a result of the CITY's, or its representatives', agents', or contractors' exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
10. That the GRANTOR acknowledges that possession of the easement area is the essence of this Agreement and the GRANTOR does hereby grant the CITY immediate possession of said easement area.
11. That the CITY will replace any property pins displaced and be responsible for any recording costs for the Project construction.
12. That the Grantor agrees to have a sidewalk constructed across driveway using paver materials currently in place. Pavers will be reset to proper grade for sidewalk as directed by the city engineer. Areas adjacent to sidewalk will be reset as necessary to transition between sidewalk and street. The GRANTOR will select the contractor to complete this work and the CITY will reimburse the GRANTOR for this work in the amount of \$2,508.00. Any cost associated with this project above \$2,508.00 will be the responsibility of the GRANTOR.
13. The existing stone retaining wall will remain in place. The sidewalk location will be adjusted as necessary to avoid disturbing the retaining wall.
14. That the GRANTOR states and warrants that there is no known well, solid waste disposal site, hazardous substances, or underground storage tanks on the premises described and sought herein.
15. That provisions hereof shall inure to the benefit of and bind the heirs, successors, personal representatives and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
16. That this written Temporary Sidewalk Construction Easement Agreement shall be fully binding upon the parties hereto. No waiver, change, modification or amendment of this Agreement shall be binding upon the GRANTOR or the CITY unless in writing and signed by both parties. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

17. That this written Temporary Construction Easement Agreement is intended to set forth all of the commitments, responsibilities and obligations as between the GRANTOR and the CITY in connection with the easement rights granted herein.

Dated this 6 day of July, 2012.

GRANTOR:

Charles A. Lovig
Charles A. Lovig

CITY OF WEST BRANCH:

Don Kessler, Mayor

ATTEST:

Josephine Lovig
Josephine Lovig

Matt Muckler, City Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

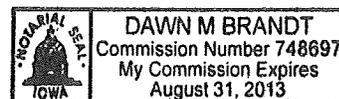
On this _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Don Kessler and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Don Kessler and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public, State of Iowa

STATE OF IOWA, CEDAR COUNTY, ss:

On this 6 day of July, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared **Charles A. Lovig and Josephine Lovig**, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Dawn M. Brandt
Notary Public, State of Iowa



Prepared by: Kevin D. Olson, P.O. Box 5640, Coralville, Iowa 52241 (319)351-2277
Return to: City of West Branch, 110 Poplar Street, West Branch, Iowa 52358

**PERPETUAL SIDEWALK EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered into by and between **Larry A. Maher and Sandra B. Maher**, husband and wife, hereinafter collectively referred to as "GRANTOR," and the **City of West Branch, Iowa**, a municipal corporation, 110 Poplar Street, West Branch, Iowa 52358, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that GRANTOR is the lawful possessor of certain real estate described in Exhibit "A" attached to this Agreement and by this made a part hereof, and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTOR hereby grants and conveys to the CITY an exclusive **perpetual easement** for the purposes of constructing, operating, maintaining, using and reconstructing sidewalk improvements for use by the General Public (the "Sidewalk Installation") in the easement area described in Exhibit "A" hereto in connection with that certain improvement project heretofore referred to as the "West Branch Sidewalk Improvements - 2012."
3. That GRANTOR hereby covenants that GRANTOR is lawfully seized and possessed, and is the owner of real estate described above, and that GRANTOR has a good and lawful right to convey this easement.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the original construction of the Sidewalk Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as prior to construction which may include but not be limited to sodding, seeding, and any replacement of any driveway panels involved.
5. That CITY shall have the right to trim and remove all trees and bushes which may interfere with the exercise of the CITY's rights pursuant to this easement.

6. That City shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to GRANTOR.
7. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that GRANTOR shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said easement without consent of CITY, which consent shall not be unreasonably withheld.
8. Without limiting the generality of the preceding provisions of this Agreement, GRANTOR does hereby further convey herein to CITY an exclusive **temporary construction easement** for the purpose of constructing the Sidewalk Installation as shown in Exhibit "A". Further, said temporary construction easement shall automatically terminate and become non-existent after completion of initial construction of the Utility installation and acceptance by CITY thereof.
9. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
10. That GRANTOR acknowledges that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.
11. That CITY will be responsible for any necessary recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
12. The CITY will reduce the distance of the clear zone between the back of curb and the sidewalk from the planned three feet to two feet, on the portions of the property where this is possible, so as to reduce the proximity of the sidewalk to plantings and the home located on this property.
13. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution.
14. That this written Perpetual Sidewalk Easement and Temporary Construction Easement Agreement constitutes the entire agreement between GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this 1 day of June, 2012.

GRANTORS:

CITY OF WEST BRANCH:

Larry A. Maher
Larry A. Maher

Don Kessler, Mayor

ATTEST:

Sandra B. Maher
Sandra B. Maher

Matt Muckler, City Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

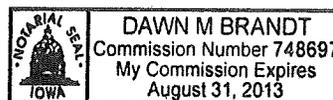
On this _____ day of _____, 2012, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Don Kessler and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Don Kessler and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this 1 day of June, 2012, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Larry A. Maher and Sandra B. Maher**, husband and wife, who executed this instrument as their voluntary act and deed.

Dawn M. Brandt
Notary Public in and for the State of Iowa



Prepared by: Kevin D. Olson, P.O. Box 5640, Coralville, Iowa 52241 (319)351-2277
Return to: City of West Branch, 110 Poplar Street, West Branch, Iowa 52358

**PERPETUAL SIDEWALK EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered into by and between **Michael F. Fryauf and Traci K. Fryauf**, husband and wife, hereinafter collectively referred to as “GRANTOR,” and the **City of West Branch, Iowa**, a municipal corporation, 110 Poplar Street, West Branch, Iowa 52358, hereinafter referred to as “CITY.”

FOR THE PARTIES’ JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that GRANTOR is the lawful possessor of certain real estate described in Exhibit “A” attached to this Agreement and by this made a part hereof, and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTOR hereby grants and conveys to the CITY an exclusive **perpetual easement** for the purposes of constructing, operating, maintaining, using and reconstructing sidewalk improvements for use by the General Public (the “Sidewalk Installation”) in the easement area described in Exhibit “A” hereto in connection with that certain improvement project heretofore referred to as the “West Branch Sidewalk Improvements - 2012.”
3. That GRANTOR hereby covenants that GRANTOR is lawfully seized and possessed, and is the owner of real estate described above, and that GRANTOR has a good and lawful right to convey this easement.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the original construction of the Sidewalk Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as prior to construction which may include but not be limited to sodding, seeding, and any replacement of any driveway panels involved.

5. That CITY shall have the right to trim and remove all trees and bushes which may interfere with the exercise of the CITY's rights pursuant to this easement.
6. That City shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to GRANTOR.
7. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that GRANTOR shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said easement without consent of CITY, which consent shall not be unreasonably withheld.
8. Without limiting the generality of the preceding provisions of this Agreement, GRANTOR does hereby further convey herein to CITY an exclusive **temporary construction easement** for the purpose of constructing the Sidewalk Installation as shown in Exhibit "A". Further, said temporary construction easement shall automatically terminate and become non-existent after completion of initial construction of the Utility installation and acceptance by CITY thereof.
9. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
10. That GRANTOR acknowledges that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.
11. That CITY will be responsible for any necessary recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
12. The CITY will remove the silver maple and sycamore tree that would be adversely affected by the installation of the sidewalk.
13. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution.
14. That this written Perpetual Sidewalk Easement and Temporary Construction Easement Agreement constitutes the entire agreement between GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this 29 day of June, 2012.

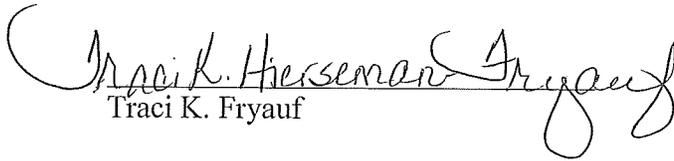
GRANTORS:

CITY OF WEST BRANCH:


Michael F. Fryauf

Don Kessler, Mayor

ATTEST:


Traci K. Fryauf

Matt Muckler, City Clerk

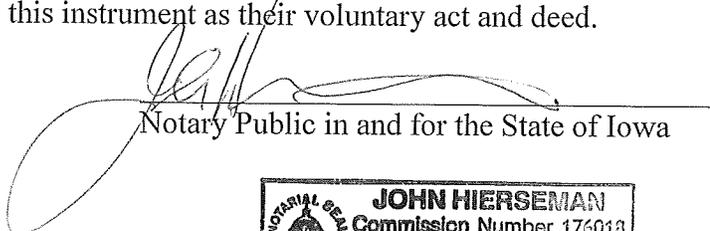
STATE OF IOWA, COUNTY OF CEDAR, ss:

On this _____ day of _____, 2012, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Don Kessler and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Don Kessler and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this 29th day of JUNE, 2012, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Michael F. Fryauf and Traci K. Fryauf**, husband and wife, who executed this instrument as their voluntary act and deed.


Notary Public in and for the State of Iowa



Preparer Information: Kevin D. Olson, PO Box 5640, Coralville, IA 52241, (319) 351-2277.
Return to: City of West Branch, 110 Poplar Street, West Branch, Iowa 52358

**TEMPORARY SIDEWALK CONSTRUCTION
EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered into by and between **Cory L. Nalan and Kristin A. Borgie-Nalan**, husband and wife, hereinafter individually or collectively referred to as "GRANTOR" and the **City of West Branch, Iowa**, a municipal corporation, 110 Poplar Street, West Branch, Iowa 52358, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that the GRANTOR is the lawful owner of certain real estate generally described in Exhibit "A" attached to this easement and by this reference made a part hereof, said ownership is not subject to any other third-party possessory or proprietary interests (e.g., tenant, easement-holder, contract-purchaser, etc.).
2. That the GRANTOR hereby covenants that the GRANTOR is lawfully seized and possessed of the real estate described above, and that the GRANTOR has a good and lawful right to grant the temporary easement described herein.
3. That the GRANTOR hereby grants and conveys to the CITY a temporary construction easement in the area described and shown in Exhibit "A" attached here to in order to facilitate the initial construction and installation of sidewalk improvements for use by the General Public, the same having been heretofore referred to as the "West Branch Sidewalk Improvements - 2012," hereinafter referred to as the "Project."
4. That the temporary construction easement granted herein shall automatically terminate and become non-existent after completion and acceptance of the Project.
5. That the CITY shall have the right of ingress and egress to and from the easement areas by such route as shall occasion the least practical damage and inconvenience to the GRANTOR.
6. That the GRANTOR reserves the right to use the above-described easement area for purposes which shall not interfere with the rights granted in this Agreement.
7. That, specifically and without limiting the general restriction of use set forth in Paragraph 8 above, the GRANTOR shall not erect, construct or locate in the easement area any structure or object that would prevent the CITY's reasonable access to or use of the easement area during construction of the Project.

8. That the CITY agrees to promptly repair any damages within the temporary easement area, with the intent being to restore the surface of said area to as close to original condition; provided, however, that the GRANTOR acknowledges that the CITY shall have the right to grade in the easement area as it may find reasonably necessary for construction of the Project.
9. That the CITY shall indemnify GRANTOR against (i) any loss, damage or injury to the GRANTOR or the GRANTOR's property, and (ii) any loss, damage, injury, claim or other liability to any third party which may occur as a result of the CITY's, or its representatives', agents', or contractors' exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
10. That the GRANTOR acknowledges that possession of the easement area is the essence of this Agreement and the GRANTOR does hereby grant the CITY immediate possession of said easement area.
11. That the CITY will replace any property pins displaced and be responsible for any recording costs for the Project construction.
12. That the GRANTOR states and warrants that there is no known well, solid waste disposal site, hazardous substances, or underground storage tanks on the premises described and sought herein.
13. That provisions hereof shall inure to the benefit of and bind the heirs, successors, personal representatives and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
14. That this written Temporary Sidewalk Construction Easement Agreement shall be fully binding upon the parties hereto. No waiver, change, modification or amendment of this Agreement shall be binding upon the GRANTOR or the CITY unless in writing and signed by both parties. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.
15. That this written Temporary Construction Easement Agreement is intended to set forth all of the commitments, responsibilities and obligations as between the GRANTOR and the CITY in connection with the easement rights granted herein.

Dated this 19 day of June, 2012.

GRANTOR:

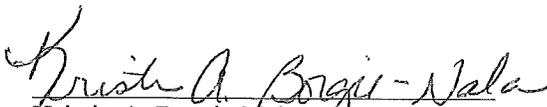


 Cory J. Nalan

CITY OF WEST BRANCH:

 Don Kessler, Mayor

ATTEST:



 Kristin A. Borgie-Nalan

 Matt Muckler, City Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

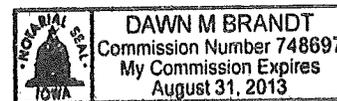
On this ____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Don Kessler and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Don Kessler and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public, State of Iowa

STATE OF IOWA, CEDAR COUNTY, ss:

On this 19 day of June, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared **Cory L. Nalan and Kristin A. Borgie-Nalan**, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Dawn M Brandt
Notary Public, State of Iowa



Preparer Information: Kevin D. Olson, PO Box 5640, Coralville, IA 52241, (319) 351-2277.
Return to: City of West Branch, 110 Poplar Street, West Branch, Iowa 52358

TEMPORARY SIDEWALK CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between **Jeffrey J. Bain and Shannon M. Bain**, husband and wife, hereinafter individually or collectively referred to as "GRANTOR" and the **City of West Branch, Iowa**, a municipal corporation, 110 Poplar Street, West Branch, Iowa 52358, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that the GRANTOR is the lawful owner of certain real estate generally described in Exhibit "A" attached to this easement and by this reference made a part hereof, said ownership is not subject to any other third-party possessory or proprietary interests (e.g., tenant, easement-holder, contract-purchaser, etc.).
2. That the GRANTOR hereby covenants that the GRANTOR is lawfully seized and possessed of the real estate described above, and that the GRANTOR has a good and lawful right to grant the temporary easement described herein.
3. That the GRANTOR hereby grants and conveys to the CITY a temporary construction easement in the area described and shown in Exhibit "A" attached here to in order to facilitate the initial construction and installation of sidewalk improvements for use by the General Public, the same having been heretofore referred to as the "West Branch Sidewalk Improvements - 2012," hereinafter referred to as the "Project."
4. That the temporary construction easement granted herein shall automatically terminate and become non-existent after completion and acceptance of the Project.
5. That the CITY shall have the right of ingress and egress to and from the easement areas by such route as shall occasion the least practical damage and inconvenience to the GRANTOR.
6. That the GRANTOR reserves the right to use the above-described easement area for purposes which shall not interfere with the rights granted in this Agreement.
7. That, specifically and without limiting the general restriction of use set forth in Paragraph 8 above, the GRANTOR shall not erect, construct or locate in the easement area any structure or object that would prevent the CITY's reasonable access to or use of the easement area during construction of the Project.

8. That the CITY agrees to promptly repair any damages within the temporary easement area, with the intent being to restore the surface of said area to as close to original condition; provided, however, that the GRANTOR acknowledges that the CITY shall have the right to grade in the easement area as it may find reasonably necessary for construction of the Project.
9. That the CITY shall indemnify GRANTOR against (i) any loss, damage or injury to the GRANTOR or the GRANTOR's property, and (ii) any loss, damage, injury, claim or other liability to any third party which may occur as a result of the CITY's, or its representatives', agents', or contractors' exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
10. That the GRANTOR acknowledges that possession of the easement area is the essence of this Agreement and the GRANTOR does hereby grant the CITY immediate possession of said easement area.
11. That the CITY will replace any property pins displaced and be responsible for any recording costs for the Project construction.
12. That the GRANTOR states and warrants that there is no known well, solid waste disposal site, hazardous substances, or underground storage tanks on the premises described and sought herein.
13. That provisions hereof shall inure to the benefit of and bind the heirs, successors, personal representatives and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
14. That this written Temporary Sidewalk Construction Easement Agreement shall be fully binding upon the parties hereto. No waiver, change, modification or amendment of this Agreement shall be binding upon the GRANTOR or the CITY unless in writing and signed by both parties. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.
15. That this written Temporary Construction Easement Agreement is intended to set forth all of the commitments, responsibilities and obligations as between the GRANTOR and the CITY in connection with the easement rights granted herein.

Dated this _____ day of _____, 2012.

GRANTOR:

CITY OF WEST BRANCH:

Jeffrey J. Bain

Don Kessler, Mayor

ATTEST:



Shannon M. Bain

Matt Muckler, City Clerk

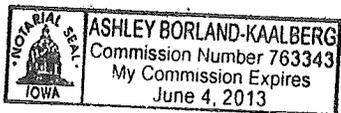
STATE OF IOWA, CEDAR COUNTY, ss:

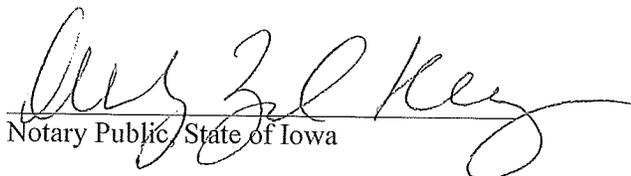
On this ____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Don Kessler and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Don Kessler and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public, State of Iowa

STATE OF IOWA, CEDAR COUNTY, ss:

On this 30th day of May, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~Jeffrey J. Bain and Shannon M. Bain~~, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.





Notary Public, State of Iowa

Prepared by: Kevin D. Olson, P.O. Box 5640, Coralville, Iowa 52241 (319)351-2277
Return to: City of West Branch, 110 Poplar Street, West Branch, Iowa 52358

**PERPETUAL SIDEWALK EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered into by and between **Shannon Bucknell and Kiesten M. Worrell**, hereinafter collectively referred to as "GRANTOR," and the **City of West Branch, Iowa**, a municipal corporation, 110 Poplar Street, West Branch, Iowa 52358, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that GRANTOR is the lawful possessor of certain real estate described in Exhibit "A" attached to this Agreement and by this made a part hereof, and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTOR hereby grants and conveys to the CITY an exclusive **perpetual easement** for the purposes of constructing, operating, maintaining, using and reconstructing sidewalk improvements for use by the General Public (the "Sidewalk Installation") in the easement area described in Exhibit "A" hereto in connection with that certain improvement project heretofore referred to as the "West Branch Sidewalk Improvements - 2012."
3. That GRANTOR hereby covenants that GRANTOR is lawfully seized and possessed, and is the owner of real estate described above, and that GRANTOR has a good and lawful right to convey this easement.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the original construction of the Sidewalk Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as prior to construction which may include but not be limited to sodding, seeding, and any replacement of any driveway panels involved.
5. That CITY shall have the right to trim and remove all trees and bushes which may interfere with the exercise of the CITY's rights pursuant to this easement.

6. That City shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to GRANTOR.
7. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that GRANTOR shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said easement without consent of CITY, which consent shall not be unreasonably withheld.
8. Without limiting the generality of the preceding provisions of this Agreement, GRANTOR does hereby further convey herein to CITY an exclusive **temporary construction easement** for the purpose of constructing the Sidewalk Installation as shown in Exhibit "A". Further, said temporary construction easement shall automatically terminate and become non-existent after completion of initial construction of the Utility installation and acceptance by CITY thereof.
9. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
10. That GRANTOR acknowledges that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.
11. That CITY will be responsible for any necessary recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
12. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution.
13. That this written Perpetual Sidewalk Easement and Temporary Construction Easement Agreement constitutes the entire agreement between GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this 5 day of MAY, 2012.

GRANTORS:

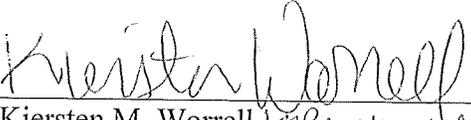
CITY OF WEST BRANCH:



Shannon Bucknell

Don Kessler, Mayor

ATTEST:

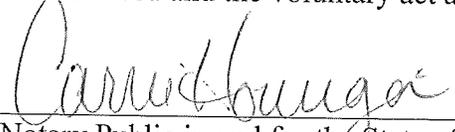


Kiersten M. Worrell

Matt Muckler, City Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

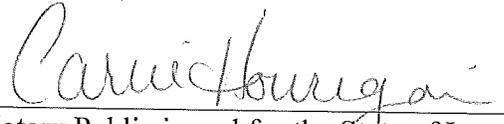
On this 5th day of May, 2012, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Don Kessler and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Don Kessler and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this 5th day of May, 2012, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Shannon Bucknell and Kiersten M. Worrell**, who executed this instrument as their voluntary act and deed.



Notary Public in and for the State of Iowa



Prepared by: Kevin D. Olson, P.O. Box 5640, Coralville, Iowa 52241 (319)351-2277
Return to: City of West Branch, 110 Poplar Street, West Branch, Iowa 52358

**PERPETUAL SIDEWALK EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered into by and between **Patricia Ann Hamer Revocable Trust**, hereinafter collectively referred to as “GRANTOR,” and the **City of West Branch, Iowa**, a municipal corporation, 110 Poplar Street, West Branch, Iowa 52358, hereinafter referred to as “CITY.”

FOR THE PARTIES’ JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that GRANTOR is the lawful possessor of certain real estate described in Exhibit “A” attached to this Agreement and by this made a part hereof, and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTOR hereby grants and conveys to the CITY an exclusive **perpetual easement** for the purposes of constructing, operating, maintaining, using and reconstructing sidewalk improvements for use by the General Public (the “Sidewalk Installation”) in the easement area described in Exhibit “A” hereto in connection with that certain improvement project heretofore referred to as the “West Branch Sidewalk Improvements - 2012.”
3. That GRANTOR hereby covenants that GRANTOR is lawfully seized and possessed, and is the owner of real estate described above, and that GRANTOR has a good and lawful right to convey this easement.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the original construction of the Sidewalk Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as prior to construction which may include but not be limited to sodding, seeding, and any replacement of any driveway panels involved.
5. That CITY shall have the right to trim and remove all trees and bushes which may interfere with the exercise of the CITY’s rights pursuant to this easement.

6. That City shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to GRANTOR.
7. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that GRANTOR shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said easement without consent of CITY, which consent shall not be unreasonably withheld.
8. Without limiting the generality of the preceding provisions of this Agreement, GRANTOR does hereby further convey herein to CITY an exclusive **temporary construction easement** for the purpose of constructing the Sidewalk Installation as shown in Exhibit "A". Further, said temporary construction easement shall automatically terminate and become non-existent after completion of initial construction of the Utility installation and acceptance by CITY thereof.
9. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
10. That GRANTOR acknowledges that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.
11. That CITY will be responsible for any necessary recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
12. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution.
13. That this written Perpetual Sidewalk Easement and Temporary Construction Easement Agreement constitutes the entire agreement between GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this 3rd day of May, 2012.

GRANTORS:

CITY OF WEST BRANCH:

Patricia Ann Hamer
Patricia Ann Hamer, Trustee

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

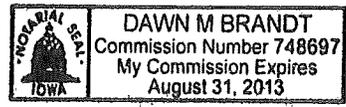
On this _____ day of _____, 2012, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Don Kessler and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Don Kessler and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this 3rd day of May, 2012, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Patricia Ann Hamer**, who executed this instrument as their voluntary act and deed of the Patricia Ann Hamer Revocable Trust.

Dawn M. Brandt
Notary Public in and for the State of Iowa



ORDINANCE NO. 699

AN ORDINANCE AMENDING TITLE "TRAFFIC AND VEHICLES" CHAPTER 65 "STOP OR YIELD REQUIRED".

WHEREAS, the West Branch City Council finds it in the best interest of the residents of the West Branch to have a stop sign installed in the northbound lane of Oliphant Street at its intersection with Orange Street to provide for the safety of the West Branch Community.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of West Branch, Cedar County, Iowa:

Section 1. Amendment. The Code of Ordinances is hereby amended by the City Council of West Branch, Iowa by adding the following language to Title, "TRAFFIC AND VEHICLES", Chapter 65, "STOP OR YIELD REQUIRED", Section 65.02, STOP REQUIRED.

55. The northbound lane of Oliphant Street at its intersection with Orange Street.

Section 2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

* * * * *

Passed and approved this 16th day of July, 2012.

First Reading: July 16, 2012

Second Reading:

Third Reading:

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION 1020

RESOLUTION APPROVING A CONSTRUCTION SERVICES AGREEMENT
IN CONNECTION WITH THE MAIN STREET OVERLAY PROJECT.

WHEREAS, the City of West Branch took quotations from contractors to overlay a portion of Main Street (the "Project"); and

WHEREAS, L.L. Pelling Company, of North Liberty, Iowa has submitted the lowest quotation in the amount of \$10,110.00; and

WHEREAS, the City Attorney has prepared a construction agreement to perform the Project which requires approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned construction agreement be and the same is hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

Passed and approved this 16th day of July, 2012.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

QUOTATION

MAIN STREET OVERLAY
WEST BRANCH, IOWA

Name of Firm: L.L. Pelling Company

Address of Firm: 1425 West Penn Street, P.O. Box 230, North Liberty, IA 52317

To: Honorable Mayor and City Council
City of West Branch
110 Poplar Street
P.O. Box 218
West Branch, IA 52358

The undersigned, having examined the plans and having familiarized himself with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services and materials and to perform the work described on the plans, within the time and for the sums stated hereinafter on attached Quotation Schedule; which Quotation Schedule is hereby made a part of this Quotation.

The undersigned certifies that this Quotation is offered in good faith, without collusion or connection with any other persons quoting on the work.

The undersigned states that this Quotation is offered in conformity with the plans and scope of work and agrees that in the event of any discrepancies or differences between any conditions of his quotation and the scope of work prepared by VEENSTRA & KIMM, INC. that the provisions of the latter shall prevail.

Name of Firm L.L. Pelling Company, Barry Rhinehart

By 

Title Estimator

QUOTATION SCHEDULE

1. Construct Main Street Overlay for the following unit and lump sum prices:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.1	Mobilization	LS	xxxxx	xxxxx	\$ <u>905.25</u>
1.2	Traffic Control	LS	xxxxx	xxxxx	<u>400.00</u>
1.3	Removal of HMA Surfacing (Milling), 2" Depth	SY	327	\$ 4.25	<u>1,389.75</u>
1.4	HMA Pavement	Tons	74	<u>97.50</u>	<u>7,215.00</u>
1.5	Fixture Adjustment	Ea.	1	<u>200.00</u>	<u>200.00</u>
Total Quotation (Items 1.1 - 1.5)					\$ <u>10,110.00</u>

2. The work will be started on the date set forth in written Notice to Proceed and will be completed as set out in the Solicitation for Quotations.
3. Liquidated damages in the amount of Two Hundred Dollars (\$200.00) per calendar day will be assessed for each day the work shall remain uncompleted after the end of the contract period with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

RESOLUTION 1021

RESOLUTION OF SUPPORT AND FINANCIAL COMMITMENT FOR THE MAIN STREET PROGRAM IN WEST BRANCH, IOWA

WHEREAS, an Agreement between the Iowa Economic Development Authority, Main Street West Branch and the City of West Branch is necessary for the purpose of continuing the Main Street Iowa program in West Branch; and,

WHEREAS, this Agreement is pursuant to contractual agreements between the National Trust for Historic Preservation and the Iowa Economic Development Authority to assist in the revitalization of the designated Main Street project area of West Branch, Iowa; and,

WHEREAS, the City Council of West Branch endorses the goal of economic revitalization of the historic commercial district within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Four Point Approach® as developed by the National Trust for Historic Preservation and espoused by Main Street Iowa.

NOW THEREFOR BE IT RESOLVED by the City Council of the City of West Branch, Iowa, meeting in regular session on Monday July 16, 2012 that the City of West Branch hereby agrees to support both financially and philosophically the work of Main Street West Branch and designates the Main Street Board to supervise the Program Director.

Passed and approved this 16th day of July, 2012.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION 1022

APPROVING THE MAIN STREET IOWA PROGRAM AGREEMENT

WHEREAS, an Agreement between the Iowa Economic Development Authority, Main Street West Branch and the City of West Branch is necessary for the purpose of continuing the Main Street Iowa program in West Branch; and,

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to have an agreement in place to provide for the economic and community development of the West Branch community; and,

WHEREAS, the current Main Street Iowa Program Agreement expired on June 30, 2012; and,

WHEREAS, an update Agreement between the Iowa Economic Development Authority, Main Street West Branch and the City of West Branch has been presented to the City Council of West Branch; and,

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned agreement is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 16th day of July, 2012.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

**Main Street Iowa
Program Agreement**

PS2011 -F300-36

Agreement between the Iowa Department of Economic Development, the City of West Branch and Friends of Historic Downtown West Branch / DBA Main Street West Branch for the purpose of continuing the Main Street Program in West Branch.

THIS AGREEMENT is entered into and executed by the Iowa Department of Economic Development herein referred to as the "IDED", the City of West Branch and Friends of Historic Downtown West Branch / DBA Main Street West Branch, hereinafter referred to as the "Local Main Street Program or Community".

WHEREAS, Friends of Historic Downtown West Branch / DBA Main Street West Branch has successfully completed a 4 year partnership with the Department of Economic Development and desires that the program continue; and

WHEREAS, the Department of Economic Development desires to continue the relationship which has been established with Friends of Historic Downtown West Branch / DBA Main Street West Branch;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to do as follows:

SECTION I. The Local Main Street Program agrees to:

1. Employ a paid part-time program director for the Local Main Street Program who will be responsible for the day-to-day administration of the Main Street program in the Community.
2. Develop an accurate position description, which includes the rate of compensation, describing the administrative activities for which the program director is responsible. A copy of which is to be provided during the annual program visit.
3. Submit monthly performance reports to the IDED. The reports will document the progress of the Local Main Street Program's activities.
4. Maintain worker's compensation insurance for the program director and staff. Provide proof of insurance during the annual program visit.
5. Remain in compliance with the requirements of this program as outlined in this agreement. If the IDED finds that the Local Main Street Program is not in compliance with the requirements of this program, the Local Main Street Program will be notified of non-compliance and given a probationary period in which to return to compliance. Continued non-compliance will result in termination of this agreement and loss of recognition as a Main Street Program Community.
6. This program agreement may not be assigned within the contract period.
7. Participate, as required by the State Main Street Coordinator, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for National Main Street accreditation, the local Main Street Program must have representation at both days of the four training sessions held annually, indicated as mandatory on the program calendar. In 2011, one of the four mandatory trainings will include the National Main Streets Conference in Des Moines on May 22-25, 2011. In addition, any newly hired program director will be required to participate in Main Street Orientation, Getting to Know IDED, as soon after the hire date as feasible; and participate in Main Street Four Point Approach® (Main Street 101) when offered within the state. Registration and all related travel expenses for training will be paid by the Community.
8. Provide the State Main Street Coordinator with one (1) copy of any materials published or printed that relate to the local Main Street project.
9. Have a Resolution of Support passed by the city council. This resolution must stipulate sources of funding for the program, (i.e., the city, downtown association, development corporation, assessment district, private donations or any combination thereof, etc.), who will be designated to supervise the program director, (i.e., the Main Street Board, etc.), a commitment to appoint a city official to represent the city on the local Main Street governing board of directors, and that the Local Main Street Program will continue to follow the Four-Point Main Street Approach as developed by the National Trust for Historic Preservation and espoused by Main Street Iowa.
10. Continue to retain a current membership in the National Main Street Center Network.
11. Achieve National Main Street Center accreditation at a minimum once every three years.

SECTION II. The IDED agrees to:

1. Designate a Main Street State Coordinator to handle communication between the Community, the Main Street Iowa Program, and state government agencies.
2. Conduct four (4) statewide training sessions annually for program directors and local Main Street volunteers based on the combined needs of all Iowa Main Street Communities.
3. Conduct three to four one-day (1) Main Street orientations for all new program directors, board members and volunteers. The Orientation will introduce the program director to the Main Street Program and to their immediate responsibilities. Orientation meetings will be held in a central Iowa location.
4. Conduct an on-site program visit annually.
5. Provide continuing advice and information to the Local Main Street Program.
6. Conduct on-site technical assistance visits with Main Street Iowa personnel as deemed appropriate and necessary.
7. Include the Community in the Main Street Iowa network.
8. Provide, as requested and can be scheduled, on-site design and business assistance visits to the Community.
9. Offer training via the Iowa Communications Network (ICN) no less than three times each year.

SECTION III. The PARTIES hereto otherwise agree as follows:

1. The term of this agreement shall be for a period of two years, beginning July 1, 2010, and ending June 30, 2012. It may be extended or revised by a written amendment signed by both parties.
2. This agreement shall be binding upon and shall insure to the benefit of the parties and their successors.
3. Not to discriminate against any employee or applicant for employment because of race, color, sex, age, disability or national origin. The parties further agree to take affirmative action to assure that applicants are employed and that employees are treated without regard to their race, color, region, sex, age, disability or national origin during employment.
4. Either party may terminate this agreement without cause after 30 days written notice to the other party.
5. This document memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or written.
6. The IDED is limited to furnishing its technical services to the Community and thus nothing contained herein shall create any employer-employee relationship.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: _____ (Date)
(Mayor)

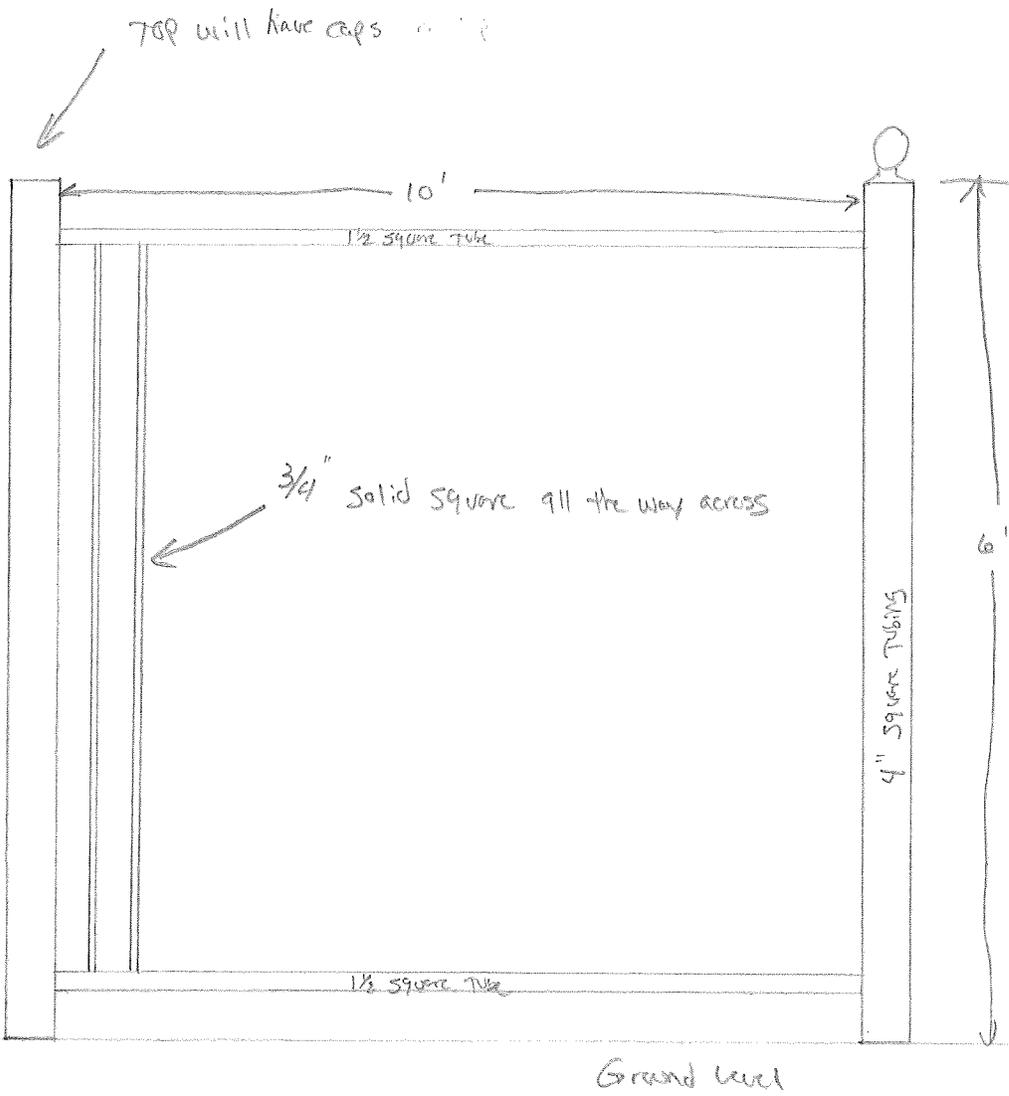
West Branch, Iowa
(City)

BY: _____ (Date)
(President)

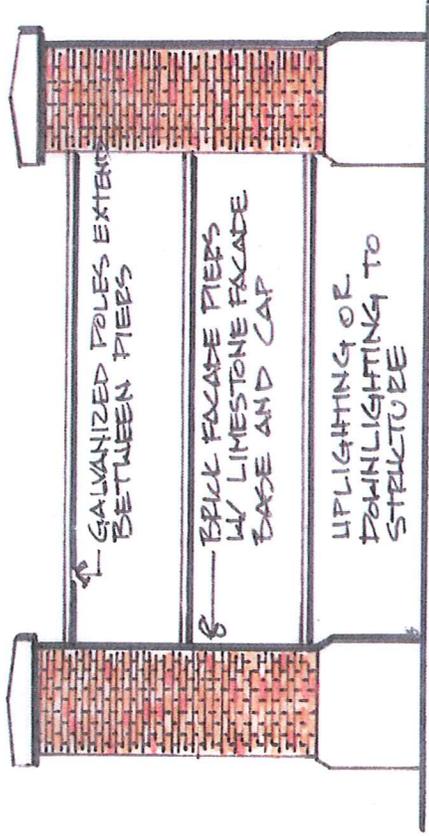
Friends of Historic Downtown West Branch
DBA Main Street West Branch
(Local Main Street Program)

BY: _____ (Date)
Bret L. Mills, Director
Iowa Department of Economic Development

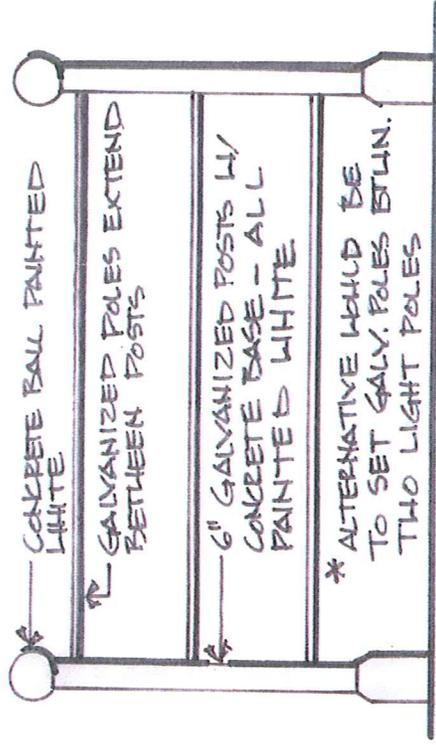
* Kings architectural Metals *
web site to pick out caps + decorative metal



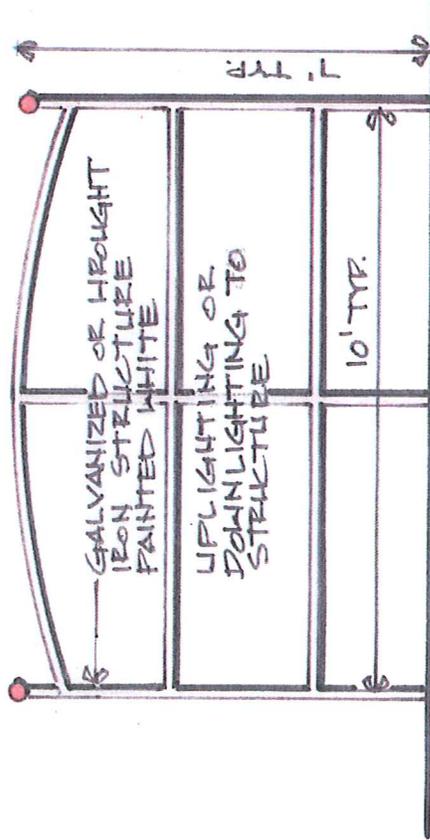
6'-7" tall



CONCEPT 1



CONCEPT 2



CONCEPT 3



Banner Hanger Feature
 @ City South Entranceway

For:
 City of West Branch, Iowa

