

# *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, August 6, 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 July 16, 2012 City Council Meeting.
  - b. Approve claims.
  - c. Approve Class C Liquor License with Catering Privilege and Sunday Sales Permit for Raices, LLC, DBA: Deli-cioso.
  - d. Approve Class C Liquor License with Outdoor Service and Sunday Sales Permit for Erin Hutt, DBA: P.I. Underground Lounge.
5. Communications/Open Forum
6. Public Hearing/Non-Consent Agenda
  - a. Mayor Don Kessler – Presentation of certificate of appreciation to National Park Service Superintendant Pete Swisher for support of family activities on the Village Green during Hoover’s Hometown Days.
  - b. Second reading of Ordinance 698, amending the length, width and depth sidewalk standards in title “Streets and Sidewalks,” Chapter 136 “Sidewalk Regulations.”/Move to action.
  - c. Second reading of Ordinance 699, placing a stop sign on Oliphant street at the intersection of Orange Street for northbound traffic./Move to action.
  - d. Resolution 1023, approving those certain agreements in connection with the Oliphant Street Priority Routes Sidewalk Project./Move to action.
  - e. Resolution 1024, approving a construction services agreement in connection with the Oliphant Street Priority Routes Sidewalk Project./Move to action.
  - f. Resolution 1025, approving acceptance of a letter from Blue Sky Developers ending an exclusive negotiating period on the former Cookson Community Center Property./Move to action.
  - g. Resolution 1026, hiring \_\_\_\_\_ as a Police Officer for the City of West Branch, Iowa, setting the salary for the position for the fiscal year 2012-2013 and entering into an employment agreement./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

# *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, August 6, 2012 • 7:00 p.m. (continued)**  
**City Council Chambers, 110 North Poplar Street**  
*Action may be taken on any agenda item.*

- h. Resolution 1027, approving those certain agreements in connection with the Middle School Access Road Improvements Project./Move to action.
- i. Resolution 1028, approving an amendment to that certain fireworks display agreement with J & M Displays, Inc. in connection with the Hoover's Hometown Days Celebration./Move to action.
- 7. City Staff Reports
  - a. City Administrator Matt Muckler – Sealed Bid Process for Cookson Community Center
  - b. Public Works Director Matt Goodale – Update on Middle School Access Road Improvements Project
  - c. Park & Recreation Director Melissa Russell – Hoover's Hometown Days Report
  - d. Park & Recreation Director Melissa Russell – Summer and Fall Programming Update
- 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  
**Parks & Rec Director:** Melissa Russell • **Police Chief:** Mike Horihan • **Public Works Director:** Matt Goodale

*(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**

**July 16, 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, Park & Rec Director Melissa Russell, 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 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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.

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

Date 7/16/12

City Of West Branch  
Claims Register Report

Alliant Energy	Utilities	6,513.82
Amazon	Library - Supplies	267.38
AmSan	Town Hall/Admin - Supplies	197.55
Auralog Inc	Library - Service	250.00
Baker & Taylor Books	Library - Books	1,049.83
Barron Motor Supply	Streets/Police - Supplies	331.22
BDC Building Inspection	Admin - Inspections For June	306.60
Beaver Heating And Air	Library - Service A/C	109.00
Blue Cross Blue Shield	Insurance	993.35
BP Amoco	Fire/Police/Water/Sewer-Fuel	1,294.23
Business Radio Sales	Fire - Repair Pager	130.26
Cedar County Auditor	Police/Fire-Fy13 Disaster Srv	5,567.50
Cedar Rapids Photo Copy	Library - Service	128.41
Centurion Technologies Inc	Library - Annual Maint Fee Ren	54.00
Clemens, Jodi	P&R program refund	155.00
Community State Bank	Fire Dept Expansion Loan Pmt	27,044.68
Computer Projects Of Il	Police - Annual Openfox Maint	312.00
Croell Redi-Mix Inc	Streets - Sidewalk By Daycare	1,393.50
Culligan Water	Fire - Conditioner Rental	32.95
Dave Long Prot. Products	Fire - Tarp Repair	263.40
Des Moines Register	Police -Ad For Police Position	722.00
Deweys Jack & Jill	Park&Rec/Streets - Supplies	54.09
East Cent Intergovt Asn.	Legal - Comp Plan May 2012 Exp	6,738.13
Eftps	Federal Withholdings	4,223.39
Electric Motors	Streets - Hose	98.32
Gazette Communications	Police/Sewer - Job Ads	125.58
Greatamerica Leasing Corp	Admin - Copier Lease	252.06
Grout Museum District	Park & Rec-Mad Mixture Program	185.00
Hansen Asphalt	Sewer - Main St Intersection	3,740.00
Harry's Custom Trophies	Park & Rec - Tball Medals	210.00
Hawkins Water Treatment	Water - Azone15	1,385.70
Iowa DNR	Water-FY13 Water Supply Fee	271.99
Iowa League Of Cities	Admin - FY 13 Member Dues	1,077.00
Iowa Network Services Inc	Admin - Website Hosting	26.99
Iowa State University	Park & Rec- Lunch Bunch Prog	235.68
IPERS	IPERS	2780.00
J & M Displays Inc	2nd Half Firework Disp Pmt	12,500.00
Jetco Electric Inc.	Water - PLC Repair	5,696.05
Jipp's Roofing LLC	Town Hall - Bal Due TH Roof	3,091.94
Johnson County Refuse Inc.	Recycling - June	3,569.79
Lease Consultants Corp	Library - Copier Contract	59.00
Liberty Communications	Phone Service	1,117.60
Linn County R.E.C.	Utilities	102.00
Lynch's Excavating Inc	Water-Repair Wtr Main By Car	765.00
Lynch's Plumbing Inc	Streets - Service	188.50

Mediacom	Admin - Service	40.90
MGM Solutions Inc	Library - Scanner	184.00
Meyer, Teresa	P&R program refund	30.00
Midwest Janitorial Service	Admin - Clean Carpet City Off	1,217.00
Nicole Rock's School	Park & Rec - Lunch Bunch Prog	65.00
Overdrive Inc	Library - Ebooks	193.82
Parkside Service	Fire - Used Tire Mounted	80.00
Payroll Expense	7-6-12 Payroll	20,949.78
Peden, Shanelle M.	Cable - Videotaping	150.00
Pitney Bowes	Admin/Sewer/Water - Postage	500.00
Plato Electric LLC	Streets - Street Light Repair	1,010.00
Port 'O' Jonny Inc.	Park & Rec - Service	166.00
Pyramid Services Inc.	Cemetery - Nylon Line	48.45
Qc Analytical Services LLC	Sewer - Training Class	677.00
Quill Corp	Library - Multifold Towels	77.85
Russell, Melissa	P&R - Reimb For CPR Class	135.01
Springdale Agency	FY 13 Insurance	61,275.00
Sprint	Police - Service	179.97
State Hygienic Lab.	Water - Testing	84.00
Treasurer State Of Iowa	State Withholding tax	827.00
Twin Hammer Construction	Town Hall - Roof Project	4,025.00
Uniform Den Inc.	Police - Uniforms	344.01
UPS	Sewer - Shipping	48.35
US Cellular	Fire - Phone Service	526.99
USA Blue Book	Water - Supplies	644.16
Veenstra & Kimm Inc.	Engineering	22,833.59
Vital Imagery Ltd	Library - Subscription	50.00
Walmart	Library - Supplies	538.52
Water Solutions Unlimited	Water - Phosphate	2,442.00
Wellmark BC/BS	Flex	513.33
West Branch Animal Clinic	Animal Control - Service	756.00
West Branch Firefighters	Fire - FY 12 Payroll Dues	25,913.00
White, Jerry	Utility refund	58.20
Wright Express	Police - Fuel	373.12
Zephyr Copies & Design	Admin - Copies	49.00

Grand Total 242,616.54

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

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

Funds	Bank Balance	Investments	Total
001 General Fund	\$ 523,132.20	\$ 29,507.53	\$ 552,639.73
022 Civic Center	\$ 17,057.80	\$ -	\$ 17,057.80
031 Library Operating	\$ 10,697.12	\$ 25,317.26	\$ 36,014.38
036 Tort Liability	\$ 18,705.43	\$ -	\$ 18,705.43
110 Road Use Tax	\$ 54,085.37	\$ -	\$ 54,085.37
111 Police Recovery Act Grant	\$ 20,865.08	\$ -	\$ 20,865.08
112 Trust & Agency	\$ 20,922.85	\$ -	\$ 20,922.85
119 Emergency Tax Fund	\$ -	\$ -	\$ -
121 Local Option Tax	\$ 12,306.63	\$ -	\$ 12,306.63
125 TIF	\$ 148,087.30	\$ -	\$ 148,087.30
226 GO Debt Service	\$ 95,221.10	\$ -	\$ 95,221.10
304 Wastewater Lift Station	\$ -	\$ -	\$ -
500 Cemetery Perpetual Fund	\$ 12,016.29	\$ 88,000.00	\$ 100,016.29
501 Krouth Principal Fund	\$ -	\$ 102,241.24	\$ 102,241.24
502 Krouth Enlow Int. Fund	\$ 8,502.49	\$ 7,779.88	\$ 16,282.37
600 Water Operating Fund	\$ 193,527.78	\$ -	\$ 193,527.78
603 Water Sinking Fund	\$ 2,284.14	\$ -	\$ 2,284.14
610 Sewer Operating	\$ 223,801.78	\$ -	\$ 223,801.78
<b>TOTAL</b>	<b>\$ 1,361,213.36</b>	<b>\$ 252,845.91</b>	<b>\$ 1,614,059.27</b>

**COMMUNICATIONS/OPEN FORUM**

**PUBLIC, DEPARTMENT HEADS, COMMISSIONS, CITY ADMINISTRATOR AND CITY COUNCIL**  
State Representative Jeff Kaufmann – Legislative Update: Rep. Kaufmann reported that this is his last time to meet with us as our state representative. He expressed his thanks for the Council's feedback and professionalism. He wanted us to be aware of two legislative items for next year: 1. the commercial property tax legislation, and 2.

TIF reform. Rep. Kaufmann clarified that the West Branch Community School District is held harmless meaning that they do not lose any funding as a result of TIF. Rather, the state would backfill the vast majority of the TIF and their property tax levy makes up the remainder. Rep. Kaufmann left with a thank you to West Branch and the Mayor and Council thanked Rep. Kaufmann for his hard work and years of service.

Cedar County Supervisor Jon Bell – EMA Commission Changes per Iowa Law: Cedar County Supervisor and EMA/991 Chair for the Cedar County Board of Supervisors Jon Bell gave an update on the Senate File 413 that passed the Iowa Legislature this year. The new law requires an elected official from the represented area to annually attend the public hearing on the EMA budget. Supervisor Bell thanked West Branch and Mayor Kessler for attending in the past.

Resolution 1013, approving 28E Radio Site Lease Agreement between Cedar County EMA Commission and City of West Branch./Move to action. Cedar County EMA Director Tim Mallott reported that the only change to the agreement is that we are adding dishes on the tower.

Motion by O'Neil, second by Worrell to approve Resolution 1013. AYES: O'Neil, Worrell, Ellyson, Miller, Oaks. Motion carried.

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. Motion by O'Neil, second by Worrell to approve First Reading of Ordinance 698. AYES: O'Neil, Worrell, Ellyson, Miller, Oaks. Motion carried.

Resolution 1014, hiring Paul Stagg 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. Matt Goodale reported that there were 27 applicants, 7 interviews, and that Paul Stagg was selected as the most qualified candidate. O'Neil inquired about Stagg's start date. Goodale stated it would be August 1, 2012.

Motion by O'Neil, second by Ellyson to approve Resolution 1014. AYES: O'Neil, Ellyson, Worrell, Miller, Oaks. Motion carried.

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. Herbert Hoover Historic Site Superintendent Pete Swisher commented that the agreement conforms to previous agreements and that the addition of the radio frequency agreement was to allow National Park Service law enforcement rangers to communicate directly with WB police. Motion by O'Neil, second by Worrell to approve Resolution 1015. AYES: O'Neil, Worrell, Ellyson, Miller, Oaks. Motion carried.

Resolution 1016, approving Radio Frequency Use Agreement between the City of West Branch, Iowa and Herbert Hoover National Historic Site./Move to action. Motion by O'Neil, second by Worrell to approve Resolution 1016. AYES: O'Neil, Worrell, Ellyson, Miller, Oaks. Motion carried.

Resolution 1017, approving Lot #1 Pedersen Valley, Part One Site Plan./Move to action. Dave Schechinger commented on the review of the site plan that the storm water retention and drainage was addressed by draining into the existing storm drain. Worrell commented that he would like to see some business sites in that area. He has discussed with the developer Mike Furman. Furman might change the site plan later. Muckler noted that the Ordinance 506 from February 16, 1999 restricts the development on this site to no more than two stories and no more than eight residential units. Worrell mentioned that he believes that this ordinance may need to be revisited. Motion by O'Neil, second by Worrell to approve Resolution 1017. AYES: O'Neil, Worrell, Ellyson, Miller, Oaks. Motion carried.

Resolution 1018, setting the compensation for the city attorney position./Move to action. Muckler stated that the Council approved the funds for this increase in the budget. O'Neil, Worrell and Kessler commented that Olson's response time is appreciated. Motion by O'Neil, second by Worrell to approve Resolution 1018. AYES: O'Neil, Worrell, Ellyson, Miller, Oaks. Motion carried.

Resolution 1019, approving those certain agreements in connection with the Oliphant Street Priority Routes Sidewalk Project./Move to action. Oaks questioned if the street was centered to the sidewalk, Schechinger noted that in some places it is not. Oaks asked if the snow plow would be putting snow onto the sidewalk. Schechinger stated that could be the case but that was considered when drawing it out and avoided when possible. Muckler noted that there are 7 easements signed and waiting on one property owner to sign. Bid packets will be released on July 23 and opened on August 6<sup>th</sup>, with the job to be completed by October 3<sup>rd</sup>. Oaks asked what happens if the homeowner holds out and Muckler stated that he would prepare options for the Council to consider at the next Council Meeting. Motion by O'Neil, second by Worrell to approve Resolution 1019. AYES: O'Neil, Worrell, Ellyson, Miller, Oaks. Motion carried.

First reading of Ordinance 699, placing a stop sign on Oliphant Street at the intersection of Orange Street for northbound traffic./Move to action. Worrell stated that when this was tried before the buses couldn't stop and start on the hill. Mayor Kessler stated the buses do not go that direction any longer. Ellyson inquired when this would happen. Muckler answered August 20<sup>th</sup>, unless the Council had two readings at the August 6<sup>th</sup> Council Meeting. Muckler stated that law enforcement would be present to assist with safety at this intersection in the first week of

school until residents become accustomed to the traffic change. Miller commented that he does not want to use the waiver rule too much, O'Neil agreed with Miller but noted that he does believe this is a good time to use the waiver. Motion by O'Neil, second by Ellyson to approve First Reading of Ordinance 699. AYES: O'Neil, Ellyson, Worrell, Miller, Oaks. Motion carried.

Resolution 1020. approving a construction services agreement in connection with the Main Street Overlay Project./Move to action. Oaks commented that he did not see a completion date. Muckler noted that it is August 17<sup>th</sup> with no construction during the Hoover's Hometown Days. Motion by O'Neil, second by Worrell to approve Resolution 1020. AYES: O'Neil, Worrell, Ellyson, Miller, Oaks. Motion carried.

Resolution 1021. approving support and financial commitment for the Main Street Iowa Program in West Branch, Iowa./Move to action. Becky Fredrick thanked the Council for working together to help make Main Street West Branch a success. Motion by Worrell, second by Ellyson to approve Resolution 1021. AYES: Worrell, Ellyson, Miller, O'Neil, Oaks. Motion carried.

Resolution 1022. approving Main Street Iowa Program Agreement./Move to action. Muckler noted that this agreement would extend the City's agreement with Main Street for another two years. Motion by Ellyson, second by Worrell to approve Resolution 1022. AYES: Ellyson, Worrell, Miller, O'Neil, Oaks. Motion carried.

**CITY STAFF REPORTS**

City Administrator Matt Muckler – Comprehensive Plan Update: Muckler noted that this is a rough draft. P & Z wants to see strategies for an action plan included with Chapter 2 Goals and integrate the results into goals. The P&Z meeting scheduled for July 24<sup>th</sup> has been postponed to Aug 7<sup>th</sup> to give commission members and citizens time to work on the plan. Muckler also invited Council members to participate in the development of the plan.

Public Works Director Matt Goodale – Town Hall Wrought Iron Gate Project: Goodale stated that the tree that fell on the gate caused us to investigate replacing it. Goodale noted that Clarence Crew was doing the fundraising for the gate so this should be a very minimal cost to the city.

Library Director Nick Shimmin – West Branch Public Library Building Program: Library President Dan Stevenson reviewed the increase that the library has had in circulation, visits, and attendance that have all caused the library to look into a plan for more space. Nick Shimmin reviewed the WB Library Building Program document and presented the vision of the plan.

**COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

**ADJOURNMENT**

Motion to adjourn meeting by Worrell, second by O'Neil, City Council meeting adjourned at 8:24 p.m.

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST: \_\_\_\_\_  
Angela Kessler

Date 8/6/12

City Of West Branch  
Claims Register Report

Blue Cross Blue Shield	Health Insurance	7,517.83
Brandt, Dawn	Admin – Reimb. for training exp.	96.30
Cherry, Derb	Utility refund	80.15
Community State Bank	Bank Fee – NSF fee	5.00
EFTPS	Federal Withholdings	4,143.29
Hy-Vee Accounts Receivable	P&R- food for lunch bunch	332.02
Iowa Alcoholic Beverages	Comm & Cult- HHT Fire prmt fee	25.00
IPERS	IPERS	3,124.62
John Deere Financial	Sewer - supplies & uniforms	226.93
Mediacom	Admin - service	40.90
Muckler, Matt	Admin – Reimb. For training exp.	139.50
Olson, Kevin D.	Legal Services - July 2012	1,500.00
Ozemet, Margaret	Utility Refund	52.96
Payroll Expense	7-20-12 Payroll	20,650.71
Russell, Melissa	Park & Rec - Reimbursement	59.02
Treasurer State Of Iowa	State Withholding Tax	821.00
Treasurer State Of Iowa	Sales Tax Pmt - June	2,487.00
UPS	Sewer - Shipping	23.00
Wellmark BC/BS	Flex pmt	513.33
	Grand Total	41,838.56

Fund Totals

001 General Fund	18,261.06
031 Library	4307.28
110 Road Use Tax	586.75
112 Trust And Agency	7,793.00
600 Water Fund	6,276.45
610 Sewer Fund	4,614.02
Grand Total	41,838.56

## 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 6th day of August, 2012.

First Reading: July 16, 2012  
Second Reading: August 6, 2012  
Third Reading:

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

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 6th day of August, 2012.

First Reading: July 16, 2012  
Second Reading: August 6, 2012  
Third Reading:

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

RESOLUTION 1023

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, all 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, three of these easement agreements still 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 6<sup>th</sup> day of August, 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

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

THIS AGREEMENT, made and entered into by and between **Evelyn Benda**, hereinafter 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 27 day of July, 2012.

GRANTOR:

Charlene McJames POA  
Evelyn Benda

CITY OF WEST BRANCH:

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

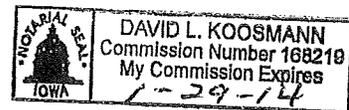
On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Don Kessler and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West 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 27 day of July 2012, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared **Evelyn Benda**, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

David Koosmann  
Notary Public, State of Iowa



Monday, July 23, 2012 11:43:13 PM

PLOTTED:

PREPARED BY: VEENSTRA & KIMM INC. - 860 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1565 - (319) 466-1000

## SIDEWALK EASEMENT FOR THE CITY OF WEST BRANCH, IOWA

**Permanent Easement Description**

A permanent sidewalk easement located in Lot 10, North Side First Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa, as recorded in Book 21, Page 211 of the Cedar County Records. Said permanent easement being more particularly described as:

Beginning at the Southeast corner of said Lot 10, said point labeled as P.O.B.; thence N89°16'31"E, 4.53 feet along the southerly line of said Lot 10; thence N12°23'01"W, 22.42 feet to the Westerly line of said Lot 10; thence S00°43'29"E, 21.96 along the Westerly line of said Lot 10 to the point of beginning. Said permanent easement contains 50 square feet.

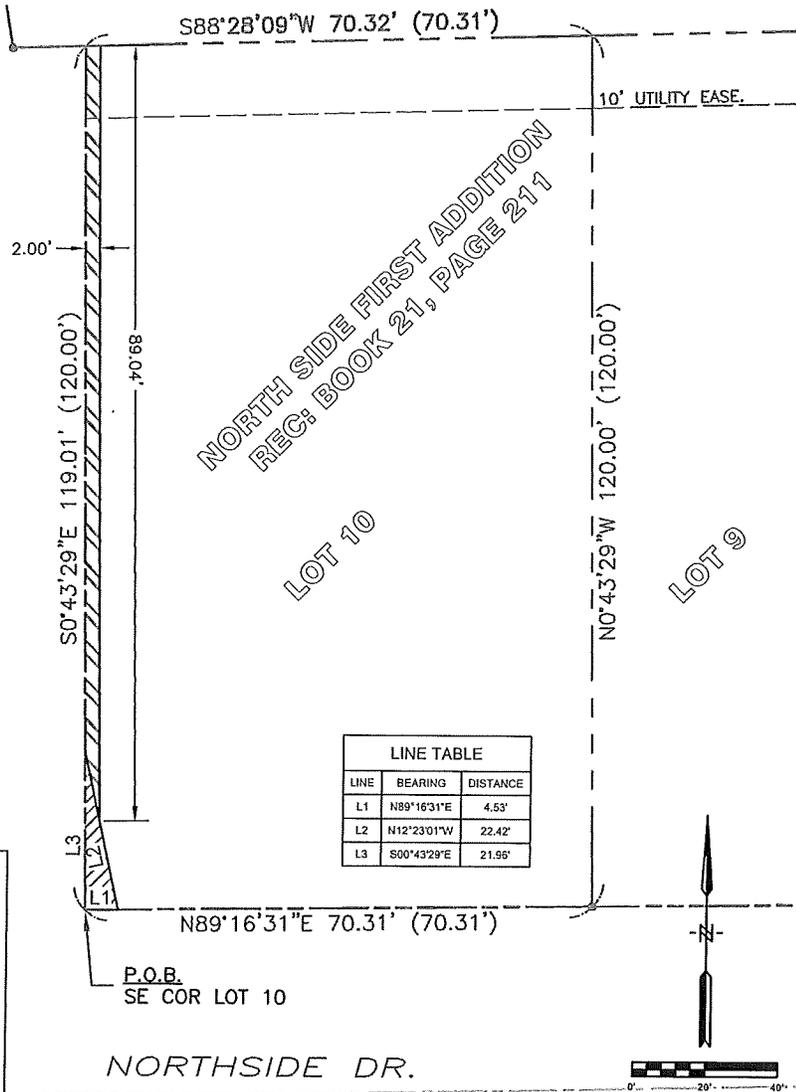
**Temporary Easement Description**

A temporary construction easement located in Lot 10, North Side First Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa, as recorded in Book 21, Page 211 of the Cedar County Records. Said temporary easement being more particularly described as:

The Westerly 2 feet of the Northerly 89.04 feet of said Lot 10. Said temporary easement contains 204 square feet.

X:REES; Design Corridor & Vt Topo 2009 & arial & Design Corridor 2012-07-10 BENDA ALIGNMENT  
 FILE PATH: Z:\WEST BRANCH 31863 SIDEWALK IMPROVEMENTS 2012 - SRTS - OLIPHANTDRAWINGS\PRODUCTION DRAWINGS\BENDA PROPERTY EASEMENT\_2012-07-10 ALG

OLIPHANT STREET



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°16'31"E	4.53'
L2	N12°23'01"W	22.42'
L3	S00°43'29"E	21.96'

**OWNER:**  
BENDA, CHARLES J. JR & EVELYN

**LEGEND**

- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
- PERMANENT SIDEWALK EASEMENT 50 SQUARE FEET
- TEMPORARY EASEMENT 204 SQUARE FEET

SCALE	AS NOTED
DRAWN	ALG
CHECKED	DRS
APPROVED	DRS
DATE	7-10-2012
A.C. DATE	



**SIDEWALK EASEMENT**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**FOR THE CITY OF WEST BRANCH, IOWA**

860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565  
 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

DWG. NO.	PE-01
PROJECT	36863

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 **Cory L. Nalan and Kristin A. Borgie-Nalan**, 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. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTORS:**

**CITY OF WEST BRANCH:**

\_\_\_\_\_  
Cory L. Nalan

\_\_\_\_\_  
Don Kessler, Mayor

**ATTEST:**

\_\_\_\_\_  
Kristin A. Borgie-Nalan

\_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Cory L. Nalan and Kristin A. Borgie-Nalan**, husband and wife, who executed this instrument as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

PLOTTED: Monday, July 23, 2012 11:53:46 AM

PREPARED BY: VEENSTRA & KIMM INC. - 860 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1565 - (319) 466-1000

## SIDEWALK EASEMENT FOR THE CITY OF WEST BRANCH, IOWA

### Permanent Easement Description

A permanent sidewalk easement located in Lot 5, North Side First Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa, as recorded in Book 21, Page 211 of the Cedar County Records. Said permanent easement being more particularly described as:

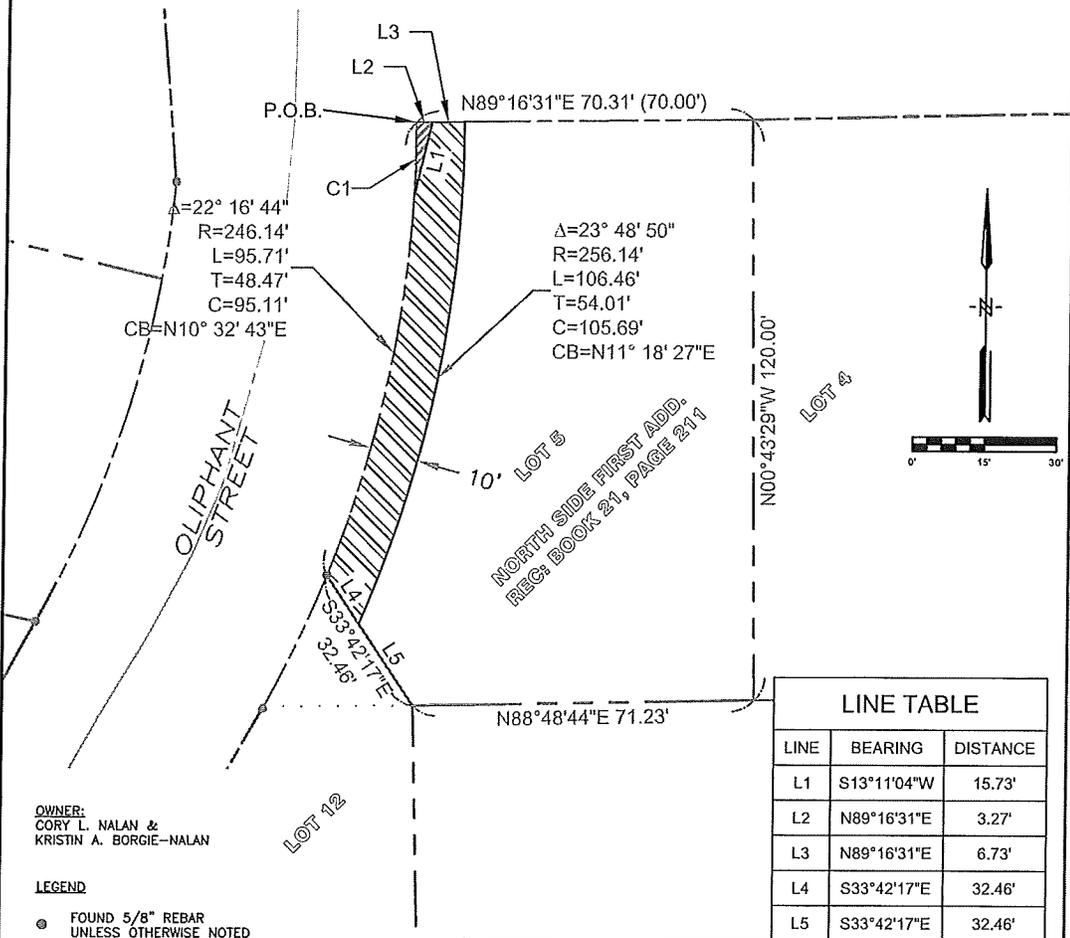
Beginning at the Northwest corner of said Lot 5, said point labeled as P.O.B.; thence N89°16'31"E, 3.27 feet along the Southerly Right of Way of Northside Drive; thence S13°11'04"W, 15.73 feet; thence Northeasterly 15.28 feet along a 246.14 foot radius curve concave Northwesterly with a chord bearing N01°11'03"E, 15.28 feet to the Point of Beginning. Said permanent easement contains 24 square feet.

### Temporary Easement Description

A temporary construction easement located in Lot 5, North Side First Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa, as recorded in Book 21, Page 211 of the Cedar County Records. Said temporary easement being more particularly described as:

The Westerly 10.00 feet of said Lot 5. Said temporary easement contains 987 square feet.

X-REFS: Z:\WEST BRANCH 36803 SIDEWALK IMPROVEMENTS 2012 - SRTS - OLIPHANT\DRAWINGS\PRODUCTION DRAWINGS\EASEMENTS\NALAN PROPERTY EASEMENT



OWNER:  
CORY L. NALAN &  
KRISTIN A. BORGIE-NALAN

**LEGEND**

- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
- ▨ PERMANENT SIDEWALK EASEMENT 24 SQUARE FEET
- ▨ TEMPORARY EASEMENT 987 SQUARE FEET

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S13°11'04"W	15.73'
L2	N89°16'31"E	3.27'
L3	N89°16'31"E	6.73'
L4	S33°42'17"E	32.46'
L5	S33°42'17"E	32.46'

CURVE TABLE					
CURVE	ARC LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	15.28'	3°33'25"	246.14'	N1°11'03"E	15.28'

SCALE	AS NOTED
DRAWN	BCT
CHECKED	ALG
APPROVED	DRS
DATE	7-20-2012
A.C. DATE	



SIDEWALK EASEMENT  
TEMPORARY CONSTRUCTION EASEMENT  
FOR THE CITY OF WEST BRANCH, IOWA

DWG. NO.	PE-08
PROJECT	36863

860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565  
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

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 could be adversely affected by the installation of the sidewalk at the request of the homeowner within four years of the date that this agreement is recorded with the Cedar County Recorder's Office.
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 \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 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

Monday, July 23, 2012 11:55:55 AM  
PLOTTED:

PREPARED BY: VEENSTRA & KIMM INC. - 860 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1565 - (319) 466-1000

## SIDEWALK EASEMENT FOR THE CITY OF WEST BRANCH, IOWA

### Permanent Easement Description

A permanent sidewalk easement located in that property conveyed to the owner(s) recorded in Book 360, Page 146 of the Cedar County Records. Said permanent easement being more particularly described as:

The Westerly 5.75 feet of the Northerly 8.0 feet of the vacated alley. Said permanent easement contains 48 square feet.

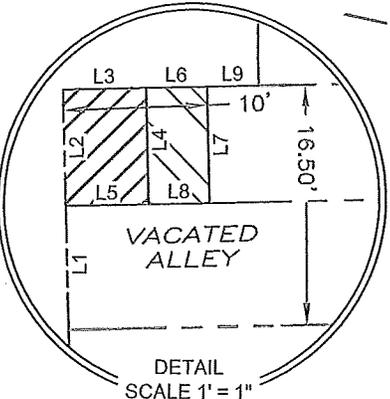
### Temporary Easement Description

A temporary construction easement located in that property conveyed to the owner(s) recorded in Book 360, Page 146 of the Cedar County Records. Said temporary easement being more particularly described as:

Beginning at the Northeast corner of said Lot 12, North Side First Addition, an Official Plat, now included and forming a part of the City of West Branch, Iowa, as recorded in Book 21, Page 211 of the Cedar County Records, said point labeled as P.O.B.; thence N33°42'17"W, 32.46 feet to the Easterly Right of Way of Oliphant Street; thence Southwesterly 30.10 feet along a 246.14 foot radius curve concave Northwesterly with a chord bearing S25°11'16"W, 30.08 feet along said Easterly Right of Way; thence S29°44'48"W, 79.03 feet along said Easterly Right of Way; thence S59°51'44"E, 11.00 feet; thence N30°08'09"E, 70.43 feet; thence N61°52'34"E, 28.53 feet to the Point of Beginning. Said temporary easement contains 1,454 square feet.

AND

The Easterly 4.25 feet of the Westerly 10.00 feet of the Northerly 8.00 feet of the vacated alley. Said temporary easement contains 32 square feet.



DETAIL  
SCALE 1" = 1'

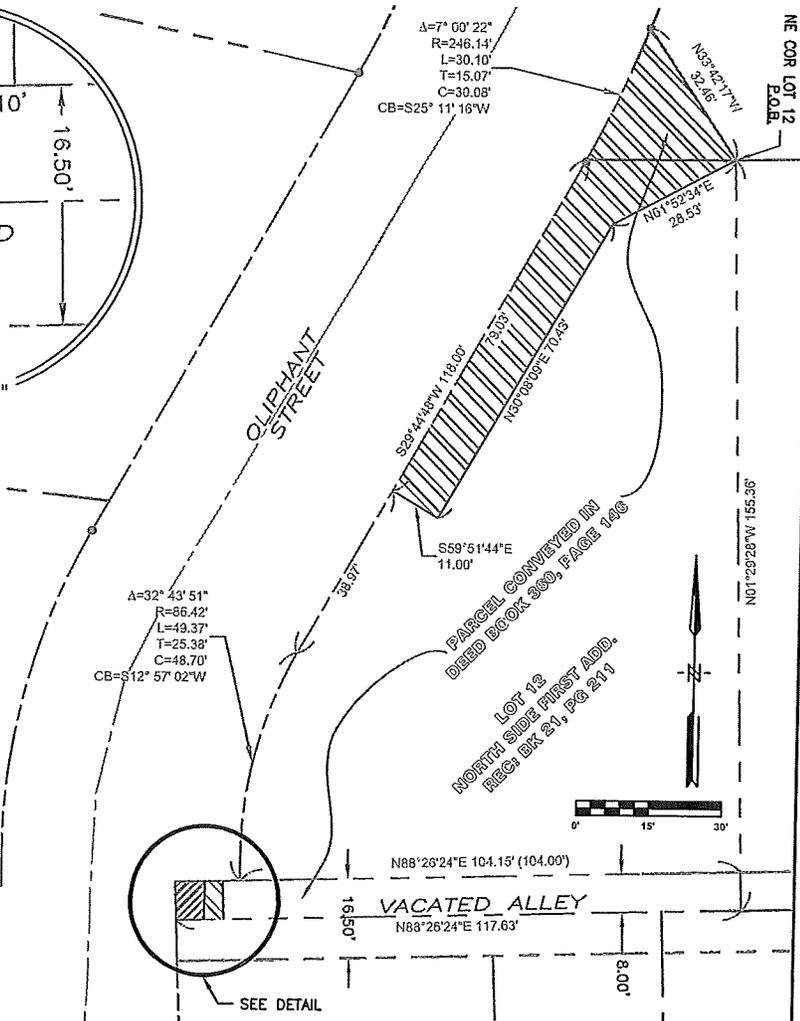
LINE	BEARING	DISTANCE
L1	N02°33'47"W	8.50'
L2	N02°33'47"W	8.00'
L3	N88°26'24"E	5.75'
L4	S02°33'47"E	8.00'
L5	S88°26'24"W	5.75'
L6	N88°26'24"E	4.25'
L7	S02°33'47"E	8.00'
L8	N88°26'24"E	4.25'
L9	N88°26'24"E	3.63'

OWNER:  
MICHAEL F. & TRACI K. FRYAUF

### LEGEND

- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
- ▨ PERMANENT SIDEWALK EASEMENT 48 SQUARE FEET
- ▩ TEMPORARY EASEMENT  
PART 1: 1,454 SQ FT  
PART 2: 32 SQ FT  
TOTAL: 1,486 SQ FT

X-REFS: FILE PATH: Z:\WEST BRANCH 36863 SIDEWALK IMPROVEMENTS 2012 - SRTS - OLIPHANT DRAWINGS, PRODUCTION DRAWINGS\EASEMENTS\FRYAUF PROPERTY EASEMENT



SCALE	AS NOTED
DRAWN	BCT
CHECKED	ALG
APPROVED	DRS
DATE	7-19-2012
A.C. DATE	



SIDEWALK EASEMENT  
TEMPORARY CONSTRUCTION EASEMENT  
FOR THE CITY OF WEST BRANCH, IOWA

860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565  
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

DWG. NO.	PE-05
PROJECT	36863

RESOLUTION 1024

RESOLUTION APPROVING A CONSTRUCTION SERVICES AGREEMENT  
IN CONNECTION WITH THE OLIPHANT STREET PRIORITY ROUTES  
SIDEWALK PROJECT.

WHEREAS, the City of West Branch took quotations from contractors to construct a sidewalk on the east side of Oliphant Street between Orange Street and Crestview Drive (the "Project"); and

WHEREAS, \_\_\_\_\_ Company, of \_\_\_\_\_, Iowa has submitted the lowest quotation in the amount of \$ \_\_\_\_\_; 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 6<sup>th</sup> day of August, 2012.

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

**Opinion of Cost for Oliphant Street Sidewalk  
West Branch, Iowa  
July 16, 2012**

No.	Description	Unit	Quantity	Unit Price	Extended Price
1.1	Mobilization	LS	xxxxx	xxxxx	\$ 2,000.00
1.2	Traffic Control	LS	xxxxx	xxxxx	\$ 750.00
1.3	Construction Staking	LS	xxxxx	xxxxx	\$ 3,000.00
1.4	Excavation	CY	110	\$ 10.00	\$ 1,100.00
1.5	Pavement Removal				
1.5.1	PCC Driveway	SY	187	\$ 6.00	\$ 1,122.00
1.5.2	PCC Curb & Gutter	LF	56	\$ 5.00	\$ 280.00
1.6	Pavement Replacement				
1.6.1	6" PCC	SY	130	\$ 35.00	\$ 4,550.00
1.7	6" PCC Curb & Gutter	LF	56	\$ 20.00	\$ 1,120.00
1.8	PCC Sidewalk				
1.8.1	4"	SY	422	\$ 27.00	\$ 11,394.00
1.8.2	6"	SY	57	\$ 35.00	\$ 1,995.00
1.9	Detectable Warning Pavers	SF	60	\$ 80.00	\$ 4,800.00
1.10	Silt Fence	LF	100	\$ 2.50	\$ 250.00
1.11	2" Drain Line	LF	20	\$ 10.00	\$ 200.00
1.12	Seeding	LS	xxxxx	xxxxx	\$ 3,000.00
					\$ 35,561.00

RESOLUTION NO. 1025

RESOLUTION APPROVING ACCEPTANCE OF A LETTER FROM BLUE SKY DEVELOPERS ENDING AN EXCLUSIVE NEGOTIATING PERIOD ON THE FORMER COOKSON COMMUNITY CENTER PROPERTY.

WHEREAS, the City Council has determined that the former Cookson Community Center Property is not appropriate for the provision of future Park & Recreation services to the citizens of the City of West Branch; and

WHEREAS, the City Council adopted Resolution 956 on October 3, 2011, a resolution of intent to dispose of an interest in real property generally referred to as the former Cookson Community Center; and

WHEREAS, the City Council adopted Resolution 957 on October 17, 2011, a resolution approving the disposal of the former Cookson Community Center and directing the administration to solicit sealed bids for the property; and

WHEREAS, City staff has been actively working with the Iowa Health Care Association, Main Street West Branch and potential investors over the past several months to market the property in anticipation of a sealed bid process; and

WHEREAS, City staff has been approached by Blue Sky Developers who would like to examine the feasibility of a multi-family housing development on the Cookson Community Center property; and

WHEREAS, the multi-family housing development would include the renovation of the Cookson Center building; and

WHEREAS, Blue Sky Developers requested and were provided an exclusive negotiating period with the City of West Branch on the property, as Blue Sky Developers expended time and funds to examine the feasibility of the development; and

WHEREAS, Blue Sky Developers have completed the feasibility of a multi-family housing development which included the renovation of the Cookson Center building and have determined that such a project is not feasible; and

WHEREAS, Blue Sky Developers have provided a letter to the City of West Branch voluntarily ending this exclusive negotiating period.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned letter from Blue Sky Developers is

hereby accepted. Further, the previous agreement approved by Resolution 999 is no longer in effect.

Passed and approved this 6<sup>th</sup> day of August, 2012.

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

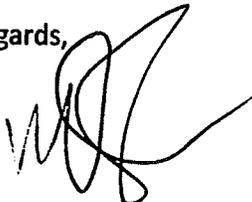
July 30, 2012

To the City of West Branch:

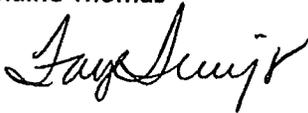
This is to inform the City of West Branch that Blue Sky Developers is receding<sup>g</sup> the 90 day exclusive agreement to conduct a feasibility study for the Cookson Home property effective today.

We thank you for the opportunity regarding this project.

Regards,

A handwritten signature in black ink, appearing to read 'Blaine Thomas', with a large, stylized flourish at the end.

Blaine Thomas

A handwritten signature in black ink, appearing to read 'Faye Swift', with a large, stylized flourish at the end.

Faye Swift

**RESOLUTION 1026**

A RESOLUTION HIRING \_\_\_\_\_ AS A POLICE OFFICER FOR THE CITY OF WEST BRANCH, IOWA, SETTING THE SALARY FOR THE POSITION FOR FISCAL YEAR 2012-2013 AND ENTERING INTO AN EMPLOYMENT AGREEMENT.

WHEREAS, the City of West Branch is interested in hiring \_\_\_\_\_ as a police officer; and

WHEREAS, the City Attorney has prepared an employment agreement which requires approval of the City Council.

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 a police officer.

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
Police Officer	_____	\$___/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. The aforementioned employment agreement be and the same is hereby approved by the City Council of the City of West Branch, Cedar County, Iowa. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

SECTION 5. This resolution will be effective upon final passage of the City Council.

SECTION 6. The hourly wage established in this resolution shall be effective upon final passage of the City Council.

Passed and Approved this 6th day of August, 2012.

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

## RESOLUTION 1027

### RESOLUTION APPROVING THOSE CERTAIN AGREEMENTS IN CONNECTION WITH THE MIDDLE SCHOOL ACCESS ROAD IMPROVEMENTS 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 Middle School Access Road Improvements Project is one of the three projects included in Resolution 969; and

WHEREAS, City staff have discussed the proposed project with 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 two property owners; and

WHEREAS, the two 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 easement agreements require the 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 6<sup>th</sup> day of August, 2012.

---

Don Kessler, Mayor

ATTEST:

---

Matt Muckler, City Administrator/Clerk

Prepared by: Kevin D. Olson, 1400 5th Street, Coralville, IA 52241, (319) 351-2277,  
Return to: West Branch City Clerk, 110 Poplar, West Branch, Iowa 52358

### TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into by and between **West Branch Community Dare Care Center, Inc.**, hereafter, hereinafter individually or collectively referred to as "GRANTOR" and the **West Branch, Iowa**, a municipal corporation, 110 Poplar, 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.) except \_\_\_\_\_  
\_\_\_\_\_.
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 street and sidewalk improvements, the same having been heretofore referred to as the "MIDDLE SCHOOL ACCESS ROAD PROJECT," 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 GRANTOR consents to any change of grade of the right-of-way and accepts payment under this contract for any and all damages arising therefrom.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. That the CITY will replace any property pins displaced because of the Project construction.
13. 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.
14. 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.
15. That this written Temporary 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.
16. 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:  
**West Branch Community Day  
Care Center, Inc.**

CITY OF WEST BRANCH:

By: Deanna Hoeme  
Deanna Hoeme, Executive Director

Don Kessler  
Don Kessler, Mayor

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

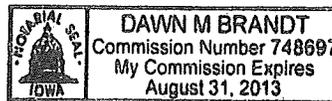
On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Don Kessler and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West 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  
My Commission Expires:

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 Deanna Hoeme, Executive Director of the West Branch Community Day Care Center, Inc., who executed the foregoing instrument on behalf of said corporation.

Dawn M. Brandt  
Notary Public, State of Iowa  
My commission expires:



FILED: June 22, 2012 8:00:34 AM

PLOTTED:

PREPARED BY: VEENSTRA & KIMM INC. - 860 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1565 - (319) 466-1000

## TEMPORARY CONSTRUCTION EASEMENT

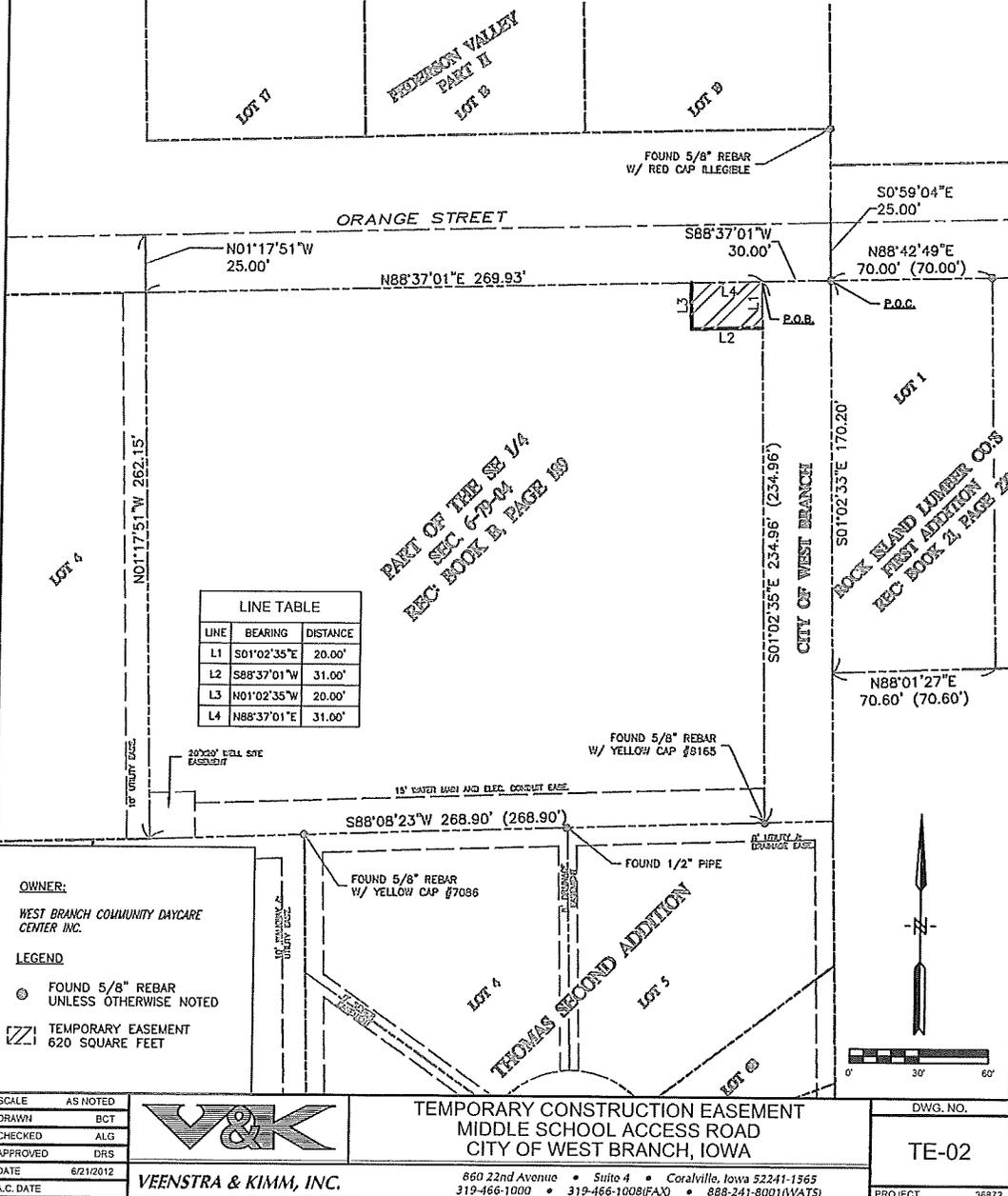
FOR THE CITY OF WEST BRANCH, IOWA

### Temporary Easement Description

A temporary construction easement located in that part of the SE 1/4 of Section 6, Township 79 North, Range 4 West of the 5th P.M., in the City of West Branch, Cedar County, Iowa, as recorded in Book B, Page 189 of the Cedar County Records. Said temporary easement being more particularly described as:

Commencing at the Northwest corner of Lot 1 of Rock Island Lumber Co.'s First Addition to the town of West Branch, Cedar County, Iowa as recorded in Book 21, Page 222 of the Cedar County Records, said point labeled as P.O.C.; thence S88°37'01"W, 30.00 feet along the South Line of Orange Street to the Point of Beginning, said point labeled as P.O.B.; thence S01°02'35"E, 20.00 feet along the Easterly line of said Portion of Section 6, thence S88°37'01"W, 31.00 feet; thence N01°02'35"W, 20.00' to the South line of Orange Street; thence N88°37'01"E, 31.00 feet along the South line of Orange Street to the Point of Beginning. Said temporary easement contains 620 square feet.

X-REFS: Z:\WEST BRANCH 36072 MIDDLE SCHOOL ACCESS RD - DSDRAWINGS\PRODUCTION DRAWINGS\EASEMENTS\DAY CARE PROPERTY EASEMENT



TEMPORARY CONSTRUCTION EASEMENT  
MIDDLE SCHOOL ACCESS ROAD  
CITY OF WEST BRANCH, IOWA

DWG. NO.  
**TE-02**

860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565  
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(VATS)

PROJECT 36872

Prepared by: Kevin D. Olson, 1400 5th Street, Coralville, IA 52241, (319) 351-2277.  
Return to: West Branch City Clerk, 110 Poplar, West Branch, Iowa 52358

### TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into by and between **Curtis L Fountain and Linda I. Fountain**, hereafter, hereinafter individually or collectively referred to as "GRANTOR" and the **West Branch, Iowa**, a municipal corporation, 110 Poplar, 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.) except \_\_\_\_\_  
\_\_\_\_\_.
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 street and sidewalk improvements, the same having been heretofore referred to as the "MIDDLE SCHOOL ACCESS ROAD PROJECT," 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 GRANTOR consents to any change of grade of the right-of-way and accepts payment under this contract for any and all damages arising therefrom.
6. 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.

7. 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.
8. 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.
9. 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. This specifically includes replacing any damage to the GRANTOR's yard with sod and ensuring that the GRANTOR's sump pump is routed away from the existing home.
10. 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.
11. 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.
12. That the CITY will replace any property pins displaced because of the Project construction.
13. 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.
14. 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.
15. That this written Temporary 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.
16. 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 29 day of June, 2012.

GRANTOR:

Curtis L. Fountain

Curtis L. Fountain

Linda I. Fountain

Linda I. Fountain

CITY OF WEST BRANCH:

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

On this 29 day of June, 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.

Rebecca J. Knoche

Notary Public, State of Iowa

My Commission Expires:

Oct 18, 2013

STATE OF IOWA, CEDAR COUNTY, ss:

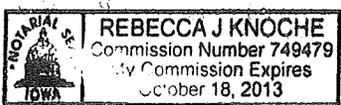
On this 29 day of June, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Curtis L. Fountain and Linda I. Fountain, husband and wife, who executed the foregoing instrument.

Rebecca J. Knoche

Notary Public, State of Iowa

My commission expires:

Oct. 18, 2013



FILED: JUN 22 2012 8:01:55 AM

PREPARED BY: VEENSTRA & KIMM INC. - 860 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1565 - (319) 466-1000

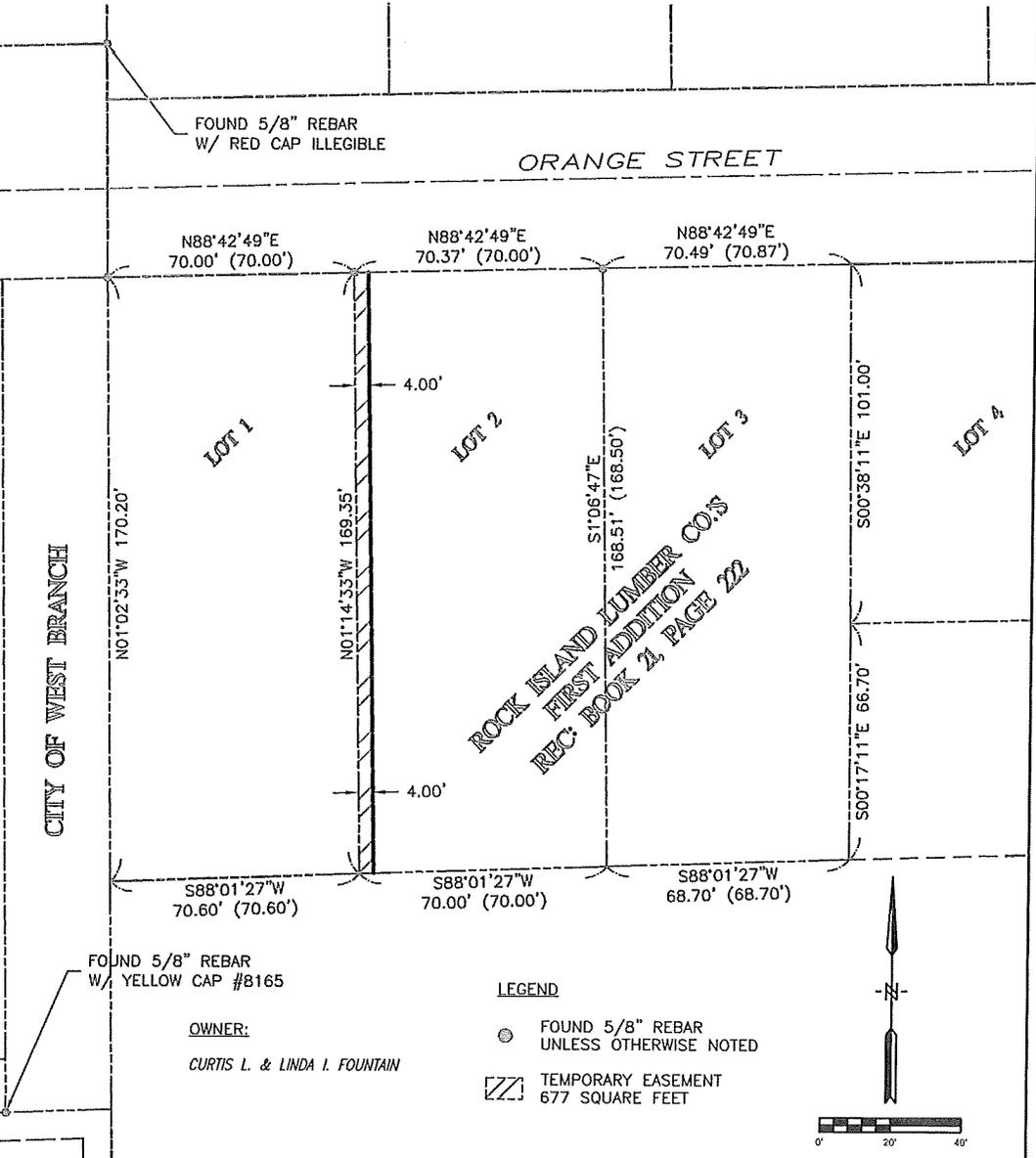
## TEMPORARY CONSTRUCTION EASEMENT

FOR THE CITY OF WEST BRANCH, IOWA

### Temporary Easement Description

A temporary construction easement located in Lot 2, Rock Island Lumber Co.'s First Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa, as recorded in Book 21, Page 222 of the Cedar County Records. Said temporary easement being more particularly described as:

The Westerly 4 feet of said Lot 9. Said temporary easement contains 677 square feet.



X-REFS: Z:\WEST BRANCH\86872 MIDDLE SCHOOL ACCESS RD - DSDRAWINGS\PRODUCTION DRAWINGS\EASEMENTS\FOUNTAIN PROPERTY EASEMENT

SCALE	AS NOTED
DRAWN	BCT
CHECKED	ALG
APPROVED	DRS
DATE	6/21/2012
A.C. DATE	



TEMPORARY CONSTRUCTION EASEMENT  
MIDDLE SCHOOL ACCESS ROAD  
CITY OF WEST BRANCH, IOWA

860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565  
319-466-1000 • 319-466-1008(FAX) • 888-241-8091(WATS)

DWG. NO.	TE-01
PROJECT	36872

RESOLUTION NO. 1028

RESOLUTION APPROVING AN AMENDMENT TO THAT CERTAIN  
FIREWORKS DISPLAY AGREEMENT WITH J&M DISPLAYS, INC. IN  
CONNECTION WITH THE HOOVER'S HOMETOWN DAYS CELEBRATION

WHEREAS, the City previously approved, via Resolution 982, a Fireworks Display Agreement with J&M Displays, Inc. for the Hoover's Hometown Days celebration; and

WHEREAS, the inclement weather consisting of extreme heat and dry conditions caused the cancellation of the fireworks display as contemplated in the Agreement because of public safety concerns; and

WHEREAS, the Agreement called for a rain makeup date in the case of inclement weather; and

WHEREAS, the parties have now agreed to a makeup date for the fireworks display of August 3, 2013; and

WHEREAS, the City Attorney has drafted an amendment to the Fireworks Display Agreement that 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 City Council approves the amendment to the Fireworks Display Agreement with J&M Displays, Inc. Further, the Mayor and City Clerk are directed to execute the amendment on behalf of the City.

Passed and approved this 6<sup>th</sup> day of August, 2012.

---

Don Kessler, Mayor

ATTEST:

---

Matt Muckler, City Administrator/Clerk

**AMENDMENT TO THAT CERTAIN  
FIREWORKS DISPLAY AGREEMENT  
BY AND BETWEEN  
THE CITY OF WEST BRANCH AND J&M DISPLAYS, INC.**

REFERENCE is hereby made to that certain Fireworks Display Agreement (the "Agreement") by and between J&M Displays, Inc, Yarmouth, Iowa, (hereinafter referred to as "Contractor") and the City of West Branch, a municipal corporation, 110 N. Poplar Street, Coralville, Iowa 52358 (hereinafter referred to as "City"), dated March, 2012.

WHEREAS, the inclement weather consisting of extreme heat and dry conditions caused the cancellation of the fireworks display as contemplated in the Agreement because of public safety concerns; and

WHEREAS, the Agreement called for a rain makeup date in the case of inclement weather; and

WHEREAS, the parties have now agreed to a makeup date for the fireworks display.

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION, IT IS HEREBY AGREED THAT THE AGREEMENT SHALL BE AND HEREBY IS AMENDED AS FOLLOWS:

1. That under Paragraph 4, the parties mutually agree that the makeup date will be August 3, 2013 and that J&M Displays, Inc. shall keep the money submitted by the City as payment in full for the makeup date of August 3, 2013.
2. Except as otherwise expressly set forth to the contrary in this AMENDMENT, the terms, conditions and provisions of the Agreement remain in full force and effect, are fully binding on City and Contractor, and City and Contractor do hereby expressly ratify and reaffirm the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on this \_\_\_\_ day of August, 2012.

J&M DISPLAYS:

CITY OF WEST BRANCH:

\_\_\_\_\_  
An authorized representative

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Clerk

RESOLUTION NO. 982

RESOLUTION APPROVING A SERVICE AGREEMENT WITH J & M DISPLAYS IN CONNECTION WITH THE 2012 HOOVER'S HOMETOWN DAYS CELEBRATION.

WHEREAS, the City's premier event of the year is Hoover's Hometown Days; and

WHEREAS, a highlight of the 2011 Hoover's Hometown Days Celebration was the fireworks display; and

WHEREAS, the City Council has adopted the final fiscal year 2012-2013 budget; and

WHEREAS, the final fiscal year 2012-2013 budget for Hoover's Hometown Days includes funding for a fireworks display; and

WHEREAS, J & M Displays has submitted a proposed service agreement dated March 21, 2012, to provide said services in the amount of \$25,000.00; and

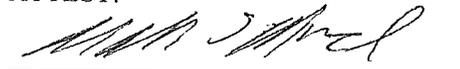
WHEREAS, it is now necessary to approve said agreement.

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

Passed and approved this 2nd day of April, 2012.

  
Don Kessler, Mayor

ATTEST:

  
Matt Muckler, City Administrator/Clerk

RETURN TO J & M

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered in to this \_\_\_\_\_ day of March, 20 12, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and \_\_\_\_\_ City of West Branch, Iowa, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$25,000.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of August 4, 2012 at approximately \_\_\_\_\_:\_\_\_\_\_ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

\_\_\_\_ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

\_\_\_\_\_ the sum of \$ \_\_\_\_\_ as a down payment upon execution of this Agreement. The balance of \$ \_\_\_\_\_ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$12,500.00 in full by May 27, 2012 (70 days prior to the event date). The Buyer will receive the 8% prepayment bonus product in this fireworks display.

\_\_\_\_\_ \$12,500.00 in full by July 6, 2012 (30 days prior to event date). The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation. If Buyer postpones or cancels the fireworks display after the Seller has arrived on site and began setting up the display, the Buyer shall pay to the Seller the amount of the shoot fee \$2,740.00 as payment in full for the postponement/cancellation fee. If the Buyer postpones or cancels the display prior to Seller arriving on site for set up, there will be no charge for rescheduling.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of \_\_\_\_\_ or another date as agreed to by both parties. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.

5. Insurance. (Check one of the below options):

Seller agrees to provide, at its expense, public liability and property damage insurance coverage, including spectator coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance naming the Buyer as an additional insured, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Buyer not less than two (2) weeks in advance of such proposed termination or modification. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

Buyer agrees to provide, at its expense, public liability and property damage insurance coverage with a rating by AM Best of A VIII or higher, including spectator coverage in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance naming the Seller as an additional insured, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Seller not less than two (2) weeks in advance of such proposed termination or modification. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

**6. Buyer agrees to provide:**

- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and clean up of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY:   
J & M Displays, Inc.  
SELLER

BY: \_\_\_\_\_  
BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.

# City of West Branch

~A Heritage for Success~

---

Office of the City Administrator

## Request for Sealed Bids on Cookson Property

The Cookson Property is located in a residential setting, adjacent to the West Branch Family Practice Clinic, a Mercy Iowa City Clinic, and near the Herbert Hoover National Historic Site, with easy access to I-80. The property is approximately 3.5 acres and is currently owned by the City of West Branch. With the close proximity of Iowa City and Coralville, West Branch provides an accessible location in a small town setting.

West Branch is a beautiful town of 2,132 residents with many more coming in daily from surrounding areas to access our schools, shopping, businesses and of course, the Herbert Hoover Presidential Library and Museum. Iowa City continues to expand to the east and many have chosen to move to West Branch to take advantage of our well-regarded school system and small-town feel. Two new residential developments offer families new housing opportunities on the west side of town and businesses are revitalizing historic Main Street.

West Branch is interested in working with a partner to bring a quality development to our community in conformance with the City's recently adopted site plan ordinance which can be found on the City Website at <http://westbranchiowa.org/departments/projects>. Interested developers are encouraged to provide a proposal with the following information to the West Branch City Office by Friday September 14, 2012 at 4:00 p.m.:

- Narrative explaining the proposed development
- Preliminary layout illustration of proposed development
- Proposed reimbursement to the City for the property
- Proposal for stormwater management on the site
- Proposal for providing right-of-way for potential extension of Second Street to the south

City Administrator Matt Muckler  
City of West Branch  
PO Box 218 110 N. Poplar St.  
West Branch, IA 52358

319-643-5888 office  
319-530-1320 cell  
319-643-2305 fax  
[matt@westbranchiowa.org](mailto:matt@westbranchiowa.org)

# City of West Branch

~A Heritage for Success~

---

Office of the City Administrator

## Cookson Memorial Home – A Background

Portions excerpted from *West Branch – The First 150 Years, 1851-2001*

The Cookson name has been a familiar one around West Branch for almost its entire history. Daniel Cookson, his wife Eliza, and family came to Iowa in covered wagons in 1855 to farm south of the village of West Branch. Daniel and Eliza's granddaughter, Myrtle Cookson, was the benefactor of the Cookson Memorial Home. Before her death in 1951, she included in her will her desire to establish a "home for old ladies" on a 3.5 acre plot she owned at the south edge of West Branch.

The first wing of the Cookson Memorial Home was completed in early 1956 and contained eleven rooms on two floors. By 1964 it was apparent that more rooms could be utilized, so a new wing was added to the north, making a total of nineteen rooms. Later improvements included an elevator addition in 1991, which also added a new lower-level entrance. The 1900's saw several improvements and remodel projects. In 2000, the installation of a modern stainless steel kitchen was completed.

Cookson was a private, nonprofit corporation that had three court-appointed trustees and an advisory board. The Cookson Memorial Home (and 3.4 acres of land) was deeded to the City of West Branch in 2008 with the intent of providing a community space for educational, recreational and service programming. After a 2011 study was conducted by Neumann Monson Architects, the City Council decided to pursue other avenues to provide for the City's future park and recreational needs.

The City Council adopted Resolution 956 on October 3, 2011, a resolution of intent to dispose of an interest in real property generally referred to as the former Cookson Community Center, and then adopted Resolution 957 on October 17, 2011, a resolution approving the disposal of the former Cookson Community Center and directing the administration to solicit sealed bids for the property. Since this time, City staff has been actively working with the Iowa Health Care Association, Main Street West Branch and potential investors to market the property in anticipation of a sealed bid process

---

110 N. Poplar St. · PO Box 218 · West Branch, Iowa 52358 · Ph. 319-643-5888

Matt@westbranchiowa.org · Fax 319-623-2305 · [www.westbranchiowa.org](http://www.westbranchiowa.org)

# City of West Branch

~A Heritage for Success~

---

---

Office of the City Administrator

## About West Branch

West Branch is a growing community in southeast Iowa with many great opportunities. You'll find our town an inviting place for all ages to shop, live, dine, meet and visit often. The community's pride in its architectural and cultural heritage is evident in our historic downtown where 14 buildings are listed on the National Register of Historic Places.

Located on I-80, the West Branch Industrial Park is home to several companies including Acciona Windpower North America, Procter and Gamble, Plastic Products, Tidewater, and Wassau. West Branch is also a Main Street Iowa city. In addition to new development occurring on the west side of town in both Pedersen Valley and the Meadows Subdivision, Main Street is in the midst of a resurgence which includes the recent addition of the Brick Arch Winery.

West Branch is the birthplace of Herbert C. Hoover, the 31st President of the United States. Visitors enjoy the Herbert Hoover Presidential Library-Museum and the Herbert Hoover National Historic Site and Prairie.

The City's premier event of the year is Hoover's Hometown Days is celebrated each year on the first weekend in August. The event features a celebration of Hoover's life, over 100 vendors, inflatable rides and games, the Mayor's Parade the annual National Hoover Ball Championship, and a fabulous fireworks display.

The City is committed to improving its infrastructure, as evidenced by recent investments in our roads, streets, water and sewer systems. A new lift station is proposed to be constructed in 2013. Citizens recently responded in great numbers to a comprehensive plan public input survey and the community is in the process of drafting that plan. West Branch Community School District is highly regarded and residents enjoy a small town feel with close proximity to the amenities of the Iowa City and Coralville areas.

---

---

110 N. Poplar St. · PO Box 218 · West Branch, Iowa 52358 · Ph. 319-643-5888

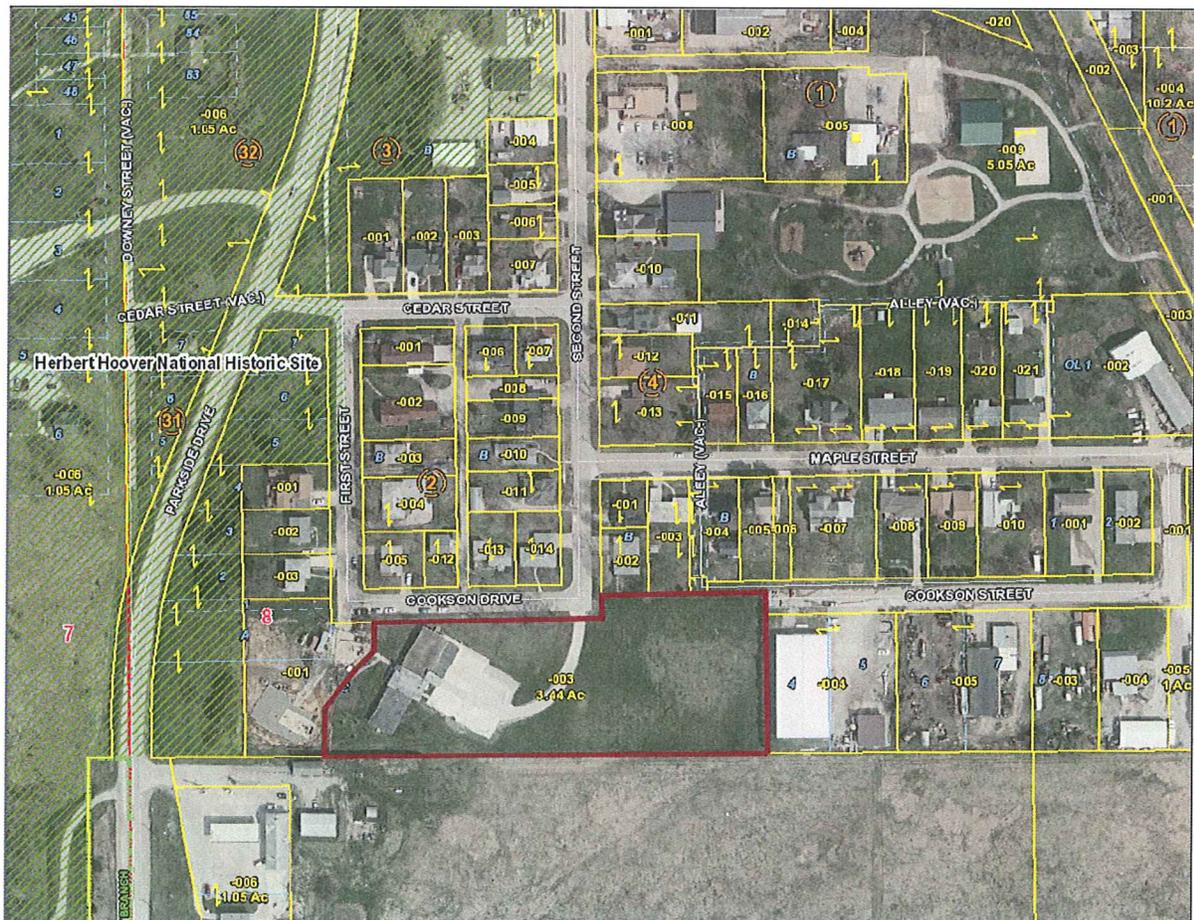
Matt@westbranchiowa.org · Fax 319-623-2305 · [www.westbranchiowa.org](http://www.westbranchiowa.org)

# City of West Branch

~A Heritage for Success~

Office of the City Administrator

Cedar County, IA



110 N. Poplar St. · PO Box 218 · West Branch, Iowa 52358 · Ph. 319-643-5888

Matt@westbranchiowa.org · Fax 319-623-2305 · [www.westbranchiowa.org](http://www.westbranchiowa.org)

RESOLUTION NO. 956

RESOLUTION OF INTENT TO DISPOSE OF AN INTEREST IN REAL PROPERTY GENERALLY REFERRED TO AS THE FORMER COOKSON COMMUNITY CENTER.

WHEREAS, the City Council of the City of West Branch, Iowa, has previously determined that the Cookson Community Center should be closed; and

WHEREAS, said building and its associated real property (the "Property") are no longer needed to provide services to its citizens; and

WHEREAS, it would be beneficial to the citizens of West Branch if the property were sold and placed back upon the tax rolls; and

WHEREAS, to that end, the City is desiring to solicit sealed bids for the purchase of the Property; and

WHEREAS, Section 364.7 of the Code of Iowa requires a public hearing be held prior to disposing of an interest in real property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that a public hearing on the proposal to dispose of the Property via sealed bid be hereby set for 7:00 p.m. on Monday, October, 17, 2011. Further, the Clerk is directed to publish notice of the same as required by law.

\* \* \* \* \*

Passed and approved this 3<sup>rd</sup> day of October, 2011.

  
Don Kessler, Mayor

ATTEST:

  
Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 957

RESOLUTION APPROVING OF THE DISPOSAL OF THE FORMER COOKSON COMMUNITY CENTER AND DIRECTING THE ADMINISTRATION TO SOLICIT SEALED BIDS FOR THE PROPERTY.

WHEREAS, the City Council of the City of West Branch, Iowa, has previously determined that the Cookson Community Center should be closed; and

WHEREAS, said building and its associated real property (the "Property") are no longer needed to provide services to its citizens; and

WHEREAS, it would be beneficial to the citizens of West Branch if the property were sold and placed back upon the tax rolls; and

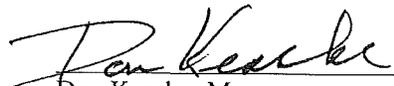
WHEREAS, a public hearing pursuant to Section 364.7 of the Code of Iowa has been held; and

WHEREAS, it is now necessary to approve of the disposal of said property via sealed bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the proposal to dispose of the City's interest in the former Cookson Community Center via sealed bids is hereby approved. Further, the City Administrator is directed to draft the appropriate bid forms and solicit bids for the sale of said property.

\* \* \* \* \*

Passed and approved this 17<sup>th</sup> day of October, 2011.

  
Don Kessler, Mayor

ATTEST:

  
Matt Muckler, City Administrator/Clerk