

# *City of West Branch*

~ A Heritage for Success ~

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110 N. Poplar St. • P.O. Box 218 • West Branch, Iowa 52358  
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## **CITY COUNCIL MEETING AGENDA** **Monday, October 15, 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 October 1, 2012 City Council Meeting.
  - b. Approve minutes from the October 9, 2012 City Council Work Session.
  - c. Approve claims.
5. Communications/Open Forum
6. Public Hearing/Non-Consent Agenda
  - a. Main Street West Branch President Becky Frederick and Program Director Mackenzie Krob – Main Street Program Update
  - b. Second reading of Ordinance 701, amending Chapter 65 “Stop or Yield Required.”/Move to action.
  - c. Third reading of Ordinance 703, amending Chapter 91 “Water Meters.”/Move to action.
  - d. Third reading of Ordinance 704, amending Chapter 63 “Speed Regulations.”/Move to action.
  - e. Resolution 1037, approving service agreement with Kid Again Inflatable Fun Shows in connection with the 2013 Hoover’s Hometown Days Celebration in the amount of \$9,500./Move to action.
  - f. Resolution 1039, approving that certain agreement in connection with the Lift Station and Force Main Improvements 2011 Project./Move to action.
  - g. Resolution 1041, hiring \_\_\_\_\_ as the Administrative Assistant for the City of West Branch, Iowa and setting the salary for the position for the fiscal year 2012-2013./Move to action.
7. City Staff Reports
8. Comments from Mayor and Council Members
  - a. Public Works Director Matt Goodale – Project Updates: 1) Middle School Access Road Improvements, 2) Oliphant Street Sidewalk Project, 3) Hoover Trail Resurfacing, and 4) Heritage Square
  - b. City Administrator Matt Muckler – Green Street/Wapsi Creek Park Plan
9. Adjournment

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**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**

**October 1, 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, Police Chief Mike Horihan, Fire Chief Administrator Dick Stoolman, and Library Director Nick Shimmin.

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

**APPROVE AGENDA/CONSENT AGENDA**

- a) Approve minutes from the September 17, 2012 City Council Meeting.
- b) Approve claims.

Motion by O'Neil to amend the agenda to remove item 9 from the agenda, second by Ellyson. AYES: O'Neil, Ellyson, Worrell and Miller. Absent: Oaks. Motion carried.

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

Date 10-1-12	City Of West Branch	
Claims Register Report		
Blue Cross Blue Shield	Health/Dental/Life Insurance	8,525.26
Bogey Creek Inc.	ABD License Refund	463.13
Cook, Cole	Park & Rec - Flag Football Ref	40.00
Eftps	Federal Withholdings	6,912.04
Gould, Danielle	Park & Rec - Flag Football Ref	40.00
Hohman, Andrea	Utility Refund	32.12
Hy-Vee Accounts Receivable	Park & Rec - Supplies	193.51
Ipers	Ipers	3,456.71
John Deere Financial	Sewer - Supplies	200.98
Lamont, Lucas	Park & Rec - Flag Football Ref	40.00
Menards	Streets - Wht Striping Spray	16.41
Payroll Expense 9-28-12	Payroll 9-28-12	30,405.71
Pitney Bowes Global Finance	Admin - Lease Contract	444.03
Shree Bachubhai - PI Lounge	ABD License Refund	390.00
Treasurer State Of Iowa	State Withholding Tax	1,393.00
UPS	Sewer - Shipping	48.68
Walter, Drew	Park & Rec - Flag Football Ref	40.00
Wellmark BC/BS	Flex	<u>513.33</u>
Grand Total		53,154.91
Fund Totals		
001 General Fund	29,264.08	
031 Library	4,295.4	
110 Road Use Tax	800.05	
112 Trust And Agency	9,452.40	
600 Water Fund	4,562.73	
610 Sewer Fund	<u>4,780.25</u>	
Grand Total	53,154.91	

**COMMUNICATIONS/OPEN FORUM**

Worrell asked about the ownership of land on the Middle School Access Road. Muckler reported that the City owns the northern portion of the project and the School District owns the southern portion of the project and the two entities entered into a 28E Agreement to share costs on the project.

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

First reading of Ordinance 701, amending Chapter 65 "Stop or Yield Required."/Move to action. Motion by O'Neil, second by Miller to approve First Reading of Ordinance 701. AYES: O'Neil, Miller, Worrell and Ellyson. Absent: Oaks. Motion carried.

Third reading of Ordinance 702, amending Chapter 69 "Parking Regulations" by adding a one-way street to section 69.09./Move to action.

Motion by O'Neil, second by Ellyson to approve Third Reading of Ordinance 702. AYES: O'Neil, Ellyson, Worrell and Miller. Absent: Oaks. Motion carried.

ORDINANCE NO. 702

AN ORDINANCE AMENDING CHAPTER 69 "PARKING REGULATIONS" BY ADDING A ONE-WAY STREET TO SECTION 69.09.

WHEREAS, the West Branch Community School District has requested that the Council consider designating the two entrances to West Branch Middle School as one-way traffic; and

WHEREAS, the West Branch City Council would like to provide for the safety of parents and students on their way to and from West Branch Middle School; and

WHEREAS, the West Branch City Council is currently considering an ordinance that would designate the two entrances to West Branch Middle School as one-way streets; and

WHEREAS, adequate space would be available for parallel parking on the one-way street into the Middle School near the water tower; and

WHEREAS, the West Branch City Council would like to have this parking reserved for events at the West Branch Middle School.

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 adding the following to Section 69.09:

6. The driveway area from West Orange Street near the water tower south into the West Branch Middle School parking lot.

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.

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Passed and approved this 1st day of October, 2012.

First Reading: September 4, 2012

Second Reading: September 17, 2012

Third Reading: October 1, 2012

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

ATTEST:

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

Second reading of Ordinance 703, amending Chapter 91 "Water Meters."/Move to action.

Motion by O'Neil, second by Ellyson to approve Second Reading of Ordinance 703. AYES: O'Neil, Ellyson, Worrell and Miller. Absent: Oaks. Motion carried.

Second reading of Ordinance 704, amending Chapter 63 "Speed Regulations."/Move to action.

Motion by O'Neil, second by Miller to approve Second Reading of Ordinance 704. AYES: O'Neil, Miller, Worrell and Ellyson. Absent: Oaks. Motion carried.

Motion to amend Resolution 1036, to exclude the Gaskill Easement.

Muckler recommended to the Council that the permanent access agreement be removed from the easement paperwork and considered at a later date. Worrell expressed concern with moving forward with the easement without this agreement. Muckler stated that he would like to negotiate this agreement after the easement is signed.

Motion by Worrell, second by O'Neil to amend Resolution 1036 to exclude the Gaskill Easement. AYES: Worrell, O'Neil, Miller and Ellyson. Absent: Oaks. Motion carried.

Resolution 1036, approving that certain agreement in connection with the Lift Station and Force Main Improvements 2011 Project./Move to action.

Olson described the process by which the reimbursement amount for Rummells Farms, Inc. was calculated.

Motion by Worrell, second by Miller to approve Resolution 1036 as amended. AYES: Worrell, Miller, Ellyson and O'Neil. Absent: Oaks. Motion carried.

Resolution 1037, approving service agreement with Kid Again Inflatable Fun Shows in connection with the 2013 Hoover's Hometown Days Celebration in the amount of \$9,500./Move to action.

Worrell felt that it would be financially irresponsible of the City to pay a deposit for these services.

Muckler stated that he would go back to the company to seek out a reduced deposit amount.

Motion by Worrell, second by O'Neil to postpone consideration of Resolution 1037 until the October 15, 2012 Council Meeting. AYES: Worrell, O'Neil, Ellyson and Miller. Absent: Oaks. Motion carried.

Resolution 1038, approving a contract with the United States Department of Interior National Park Service and the City of West Branch Iowa regarding snow removal./Move to action.

Worrell asked about the contract amount. Muckler stated that it was \$6,000.

Motion by Ellyson, second by O'Neil to approve Resolution 1038. AYES: O'Neil, Ellyson, Worrell and Miller. Absent: Oaks. Motion carried.

Councilperson Jordan Ellyson - Appointments/Reappointments/Move to action.

i. Jim Huber – Board of Adjustment, December 31, 2016

ii. Craig Walker – Board of Adjustment, December 31, 2015

Motion by Ellyson, second by Worrell to approve appointments/reappointments. AYES: Ellyson, Worrell, Miller and O'Neil. Absent: Oaks. Motion carried.

**CITY STAFF REPORTS**

City Administrator Matt Muckler – Administrative Assistant Recruitment

Muckler reported that the City received 57 applications for the position and that recruitment activities would continue in the coming weeks. A recommendation is scheduled to be brought before Council on October 15<sup>th</sup>.

Library Director Nick Shimmin – Update on Site Selection Process

Shimmin reported that the Library Board selected FEH Associates for consulting services based on their strategy to include as much community interaction as possible and to look at all of the City's options in terms of site selection.

**COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Councilperson Dan O'Neil – Cookson Property Sealed Bids

O'Neil stated that one of the bids was incomplete. Olson stated that the sealed bid process would not require the same minimum standards as a public construction project. Miller stated that we would not be holding the developer to the illustration they provided as part of the sealed bid process. O'Neil spoke to Blue Sky about demolition costs. Blue Sky estimated these costs at \$40,000 and would cover that cost up front in exchange for waiving that amount in fees. Worrell stated that he felt that such an arrangement was not appropriate and opposed any changes to proposals as originally submitted. Olson stated that conditions could be placed on a development agreement. O'Neil presented an analysis of potential future property tax revenues. O'Neil asked Muckler to speak with both developers and bring back development agreements for the Council to consider at the November 5<sup>th</sup> Meeting. Kessler asked that the agreements reflect the proposals received by each developer as part of the sealed bid process. Ellyson stated that she felt the Blue Sky proposal was more responsive than the Lynch proposal.

**ADJOURNMENT**

Motion to adjourn meeting by Worrell, second by O'Neil. City Council meeting adjourned at 8:04 p.m.

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Don Kessler, Mayor

ATTEST:

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Matt Muckler, City Clerk

ORDINANCE NO. 701

AN ORDINANCE AMENDING 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 two stop signs installed on Oliphant Street at the intersection of Main Street for westbound and eastbound traffic 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.

56. Main Street on both the east and west approach to its intersection with Oliphant 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 15th day of October, 2012.

First Reading:       October 1, 2012  
Second Reading:     October 15, 2012  
Third Reading:

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

ATTEST:

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

**ORDINANCE NO. 703**

AN ORDINANCE AMENDING TITLE CHAPTER 91 "WATER METERS."

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 91 "WATER METERS" of the Code of West Branch, Iowa is hereby amended by deleting Section 91.06 in its entirety and inserting in lieu thereof:

**91.06 FEE FOR WATER METERS.**

**The full cost of the meter and automated meter reading equipment that is prescribed by the superintendent will be paid for by all new water customers. The automated meter reading equipment that will be added to existing customers will be paid for by the City. The superintendent will add automated meter reading equipment to existing customers at his or her discretion.**

2. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 91 "WATER METERS" of the Code of West Branch, Iowa is hereby amended by inserting the words "**or automated meter reading equipment**" after the word "meter" in the first sentence of Section 91.07.
3. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
5. 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 this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 15th day of October, 2012.

First Reading:	September 17, 2012
Second Reading:	October 1, 2012
Third Reading:	October 15, 2012

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Don Kessler, Mayor

Attest:

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Matt Muckler, City Administrator/Clerk

**ORDINANCE NO. 704**

AN ORDINANCE AMENDING TITLE CHAPTER 63 "SPEED REGULATIONS."

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 63 "SPEED REGULATIONS" of the Code of West Branch, Iowa is hereby amended by deleting Section 63.04.1.B in its entirety.
2. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 63 "SPEED REGULATIONS" of the Code of West Branch, Iowa is hereby amended by inserting a new subsection to Section 63.04:

**Special 15 MPH Speed Zones. A speed in excess of 15 miles per hour is unlawful on any of the following designated streets or parts thereof.**

**A. Mobile home communities.**

3. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
5. 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 this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 15th day of October, 2012.

First Reading:	September 17, 2012
Second Reading:	October 1, 2012
Third Reading:	October 15, 2012

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

Attest:

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

**CITY OF WEST BRANCH  
COUNCIL ACTION REPORT**

MEETING DATE: November 15, 2012 AGENDA ITEM: 6e  
DATE PREPARED: November 2, 2012  
STAFF LIAISON: Matt Muckler, City Administrator

ACTION TITLE: Resolution 1037, approving service agreement with Kid Again Inflatable Fun Shows in connection with the 2013 Hoover's Hometown Days Celebration in the amount of \$9,500.

WORKSHOP  SPECIAL  CONSENT  NON-CONSENT  TABLED  PUBLIC HEARING

**PROJECT DESCRIPTION:**

American Entertainment started their business in 1978 in La Crosse, WI. They started out as a mobile disc jockey business called Music In Motion Disc Jockeys.

In 1987, they started expanding the DJ service by becoming affiliated with radio stations in Iowa, Wisconsin, Minnesota, Illinois, Nebraska, South Dakota, North Dakota and Michigan.

In 2001, they created Kid Again Inflatable Fun Shows with 5 inflatable games. In the past 12 years, they have expanded to over 50 inflatable games/activities. Each year they continue to expand, adding more items to their inventory.

They have a full time staff of 14 employees with dozens of part-time employees that vary in numbers throughout the year based on needs. Their annual sales volume is \$1.5 million. They service over 400 events each year in Iowa, Wisconsin and Minnesota. They have performed at Hoover's Hometown Days in 2011 and 2012.

Kid Again Inflatable Fun Shows maintains liability insurance of \$2,000,000 for all of our games. They have agreed to reduce the deposit amount from \$4,750 to \$3,200.

**ATTACHMENTS:**

Resolution 1037  
Kid Again Service Agreement, October 18, 2012

**CURRENT FISCAL YEAR TOTAL COST (as reflected in motion)**

BUDGETED  UNBUDGETED FISCAL YEAR BUDGET (check one) \_\_\_\_\_

RESOLUTION NO. 1037

RESOLUTION APPROVING A SERVICE AGREEMENT WITH KID AGAIN INFLATABLE FUN SHOWS IN CONNECTION WITH THE 2013 HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$9,500.

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

WHEREAS, a highlight of the 2011 and 2012 Hoover's Hometown Days Celebration was the inflatable rides for children; and

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

WHEREAS, the fiscal year 2012-2013 budget for Hoover's Hometown Days includes funding for inflatable rides for children; and

WHEREAS, Kids Again Inflatable Fun Shows has submitted a proposed service agreement dated October 18, 2012, to provide said services in the amount of \$9,500.00; 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 Kid Again Inflatable Fun Shows is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 15th day of October, 2012.

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

ATTEST:

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



# Service Agreement

KidAgain Inflatable Fun Shows

1601 Caledonia St., Ste I-A La Crosse, WI 54603

(800) 331-3787  
Toll Free

(608) 791-1011  
Fax

(608) 791-1000  
Main Phone

**All bookings are subject to availability. Deposit must accompany signed agreement to secure booking.**

Customer Information

**Name of Contracting Party:** City of West Branch - Hoover's Hometown Days

**Contact Person:** Melissa Russell      **Work Phone:** (319) 643-4212      **Ex:** \_\_\_\_\_      **Home:** \_\_\_\_\_

**Address:** PO Box 218 West Branch, IA 52358      **Cell:** (319) 930-0393

**Date Of Event:** Saturday, August 03, 2013      **StartTime:** 11:00 AM      **EndTime:** 8:00 PM

**City and State of Event:** West Branch, IA

**Event Location:** Downtown Square and street  
Please fill in exact address of location including street address and room or lot numbers

**Order Number:** 4563      EXEMPT-CERTIFICATE      **Sales Tax Exempt Number**

Order Information

- Generator (GEN)
- Tiger Bouncer (TIG)
- Lil Builders Toddler Zone (LTZ)
- Screamer Slide (SCR)
- Velcro Wall (VEL)
- Climbing Wall (WAL)
- Boot Camp Obstacle Course (BCO)
- Euro-Bungy Jumper (EUR)

**Sub Total:** \$9,500.00

Cedar County/City & State Sales Tax: \$0.00

**Total Cost:** \$9,500.00

**Deposit:** \$3,200.00

**Balance Due:** \$6,300.00

KidAgain Staffing Included

**This bid is good until the date listed at right. To secure this bid, signed agreement and deposit must be received by the date listed at right.** 10/18/2012

**Notes:**

Hoover's Hometown Days to provide 3 adults to staff the following games: One on Tiger Bouncer, one on Lil Builders and one to assist the Kid Again staff on the Boot Camp). Using Kid Again generators for power. [12].

1. The Contracting Party agrees to the Service Agreement game items and dates listed above, rain or shine.
2. The Contracting Party expressly assumes the responsibility of informing all person(s) using the equipment that they do so at their own risk as provided under Wisconsin Recreational Immunity Laws, and that if an injury occurs to the person(s) using the Equipment that KidAgain, it's employees, officers, directors, agents, shall not be held liable for any such injuries and/or resulting damages. Further, the Contracting party shall indemnify and hold KidAgain harmless in the event any person files a claim for any injuries and/or resulting damages, except resulting from intentional acts of employees or agents of KidAgain.
3. The Contracting Party recognizes that the Equipment may not be set up and used outdoors if the wind exceeds 20 mph. Such use could cause a danger to the game users, participants and to the Equipment.
4. The Contracting Party is responsible for providing electricity for each game unless indicated in notes above. See notes above for specific power requirements.
5. The Deposit secures the Date of Event and event time for the items listed on this Service Agreement. The Deposit is non-refundable. If the Contracting Party cancels this Service Agreement less than ninety (90) days before the Date of Event, the Deposit is forfeited and the Contracting Party shall be responsible for payment in full. In order to cancel the Service Agreement, the Contracting Party shall call Kid Again to verbally cancel, and also mail a written statement declaring the Contracting Party's intent to cancel. Within two weeks of notification to Kid Again, Kid Again will send to the Contracting Party a written confirmation of the cancellation. If confirmation of cancellation is not received, it is the Contracting Party's responsibility to notify Kid Again. Kid Again's written confirmation of cancellation will serve as the Contracting Party's receipt of cancellation. Without such evidence of cancellation, the Contracting Party shall be responsible for payment in full.
6. This is fully intended to be a legally binding contract. If the Contracting Party has any doubts concerning any aspect of its contents, it will consult an attorney before signing this Service Agreement.
7. This Service Agreement contains the entire agreement between the Contracting Party and Kid Again and shall not be enlarged or modified, except in writing and signed by each of the parties.
8. In the event of an emergency or problems with the Equipment, it is up to the Contracting Party to contact Jackie Craig (office manager) at Kid Again at (608) 791-1010 within 24 hours of the first business day after the Date of Event in order to expedite resolving the problem. If Contracting Party fails to contact Kid Again, Kid Again shall not be responsible for any refunds.

**Signature of Contracting Party Representative:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

RESOLUTION 1039

RESOLUTION APPROVING THAT CERTAIN AGREEMENT IN CONNECTION WITH THE LIFT STATION AND FORCE MAIN IMPROVEMENTS 2011 PROJECT .

WHEREAS, the City Council of the City of West Branch unanimously approved an engineering services agreement with Veenstra & Kimm, Inc. for Lift Station and Force Main Improvements 2011 (the "Project") in an amount not to exceed \$97,700 on May 2, 2011; and

WHEREAS, the City Council of the City of West Branch approved Resolution 1034, approving an engineering services agreement with Terracon Consultants, Inc, of Iowa City, Iowa to complete geotechnical engineering services on September 17, 2012; and

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

WHEREAS, the City Attorney and City Staff have prepared an easement agreement for the review of this property owner; and

WHEREAS, the easement agreement requires 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 agreement with the Owner be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

Passed and approved this 15th day of October, 2012.

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

ATTEST:

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

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

## PARTIAL ACQUISITION AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2012, by and between, **Katharine K. Gaskill**, a single person, 11 Arbury Drive, Iowa City, Iowa 52246, hereinafter referred to as “GRANTOR”; and the **City of West Branch, Iowa**, 110 Poplar, West Branch, Iowa 52358, hereinafter referred to as “CITY.”

WHEREAS, the CITY has undertaken a project to construct a new lift station and sanitary sewer force main (the “Project”); and

WHEREAS, the CITY needs to acquire certain easement rights from GRANTOR; and

WHEREAS, to that end, the GRANTOR does hereby agree to grant easement rights to the CITY for the Project under the following terms and conditions:

1. GRANTOR agrees to execute, at no cost to the CITY, that certain CITY a Perpetual Public Utility Easement and Temporary Construction Easement Agreement furnished by the CITY, attached hereto as Exhibit “A” attached hereto, and incorporated herein by this reference (the “Property”). All recording costs associated with the terms and conditions of this Agreement shall be the sole expense of the CITY.

2. In exchange for the execution of the easement attached as Exhibit “A” to this Agreement, the CITY agrees to do the following:

a. The CITY would convey to GRANTOR, via quit claim deed without the necessity for any abstracting, the parcel shown on Exhibit “B” attached hereto and incorporated herein by this reference. This conveyance shall occur after the required public hearing of the West Branch City Council in strict compliance with Chapter 364 of the Code of Iowa. Said hearing and conveyance process shall commence at the next regularly scheduled City Council meeting after approval and execution of this Agreement and the Easement Agreement shown on Exhibit “A.”

b. The CITY shall, following completion of the Project, proceed to grade the area west of the railroad right-of-way as depicted on the drawing on Exhibit “C” attached hereto and incorporated herein by this reference. Said standard of grading shall be mutually agreed by the

parties to this Agreement, the intent being to allow the GRANTOR or its assigns to commence farming and billboard operations in the area depicted on Exhibit "C."

c. The CITY shall provide access 24 hour/7-day a week access to the GRANTOR's billboards upon 24 hour notice to the CITY.

d. In the event that the CITY's project causes any electrical issues with the GRANTOR's billboards, the CITY shall repair said electrical issue within 48 hours. If the electrical issues are not repaired by the CITY within 48 hours, then the GRANTOR will make the repair and will bill the CITY for the repair.

e. The CITY shall repair any tiling which is damaged by exercise of its easement rights for this Project.

3. GRANTOR consents to any change of grade of the right-of-way under this contract for any and all damages arising therefrom. However, the City will not grade the land as part of this Project so that is above the 500-year flood elevation of 714 feet. In addition, the City shall cooperate with the GRANTOR to correct any low spots that occur as a result of the Project.

4. GRANTOR acknowledges that possession of the Property is the essence of this Agreement and the GRANTOR does hereby grant the CITY immediate possession of said Property.

5. GRANTOR states that the GRANTOR is the lawful owner of certain real estate generally described in Exhibit "D" attached to this Agreement and by this reference made a part hereof.

6. 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.

7. That this written Partial Acquisition 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. Accordingly, the terms of this Agreement supersede and replace all prior oral negotiations and written documentation provided to facilitate negotiation of the easement rights granted herein, specifically including without limitation, the terms and provisions of that certain partial acquisition contract that pertain to the easement rights granted via this Agreement.

GRANTOR:

CITY OF WEST BRANCH:

\_\_\_\_\_  
Katharine K. Gaskill

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

ATTEST:

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

**STATE OF IOWA, COUNTY OF CEDAR, ss:**

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

\_\_\_\_\_  
Notary Public, State of Iowa

**STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:**

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared , Katharine K. Gaskill, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

\_\_\_\_\_  
Notary Public, State of Iowa

**EXHIBIT "A"**

**PERPETUAL PUBLIC UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT  
AGREEMENT**

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

**PERPETUAL PUBLIC UTILITY EASEMENT  
AND  
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered into by and between **Katharine K. Gaskill**, a single person, 11 Arbury Drive, Iowa City, Iowa 52246, hereinafter referred to as "GRANTOR," and the **City of 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 GRANTOR is the lawful possessor of certain real estate described in Exhibit "D" 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 a sanitary sewer lift station, sanitary sewer mains and force mains and associated improvements (the "Utility Installation") in the easement area described in Exhibit "A" hereto in connection with that certain improvement project heretofore referred to as the "City of West Branch Lift Station and Force Main Project." The exclusivity of the foregoing easement shall not be deemed to preclude other subsurface utility easements so long as the installation or presence of such utilities do not interfere with the right granted.
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 construction, operation, repair, maintenance and reconstruction of the Utility 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 or sidewalk involved.
5. The CITY shall replace one (1) tree that will be removed as a result of this Project.
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 GRANTOR, which consent shall not be unreasonably withheld.
8. That CITY agrees to promptly repair any damages within the areas subject within three years of the execution of this document, at request of the GRANTOR, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable, given the perpetual public utility easement. This specifically would include any damage to the drainage pattern located east of the railroad and any damage to drainage tile caused by CITY or its agents and contractors. In addition, the CITY will not grade the land as part of this Project so that is above the 500-year flood elevation of 714 feet and the CITY shall cooperate with the GRANTOR to correct any low spots that occur as a result of the Project.
9. 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 Utility Installation. 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.
10. 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.
11. That GRANTOR acknowledges that possession of that certain real property described in Exhibit "D" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.

12. That CITY will be responsible for any necessary abstracting and 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.
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 with the understanding that CITY has complete and absolute sole ownership, use and control of the Utility Installation to be located in the Perpetual Easement Area.
14. That this written Perpetual Public Utility 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.
15. CITY shall be solely responsible for compliance within any wetlands laws, regulations and other requirements which shall become necessary by virtue of CITY's exercise of the right herein granted.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR::**

**CITY OF WEST BRANCH:**

\_\_\_\_\_  
Katharine K. Gaskill

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

**ATTEST:**

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

**STATE OF IOWA, COUNTY OF CEDAR, ss:**

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

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

**STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared, Katharine K. Gaskill, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

\_\_\_\_\_  
Notary Public, State of Iowa

**EXHIBIT "B"**

**Form of Quit Claim Deed and Description of Parcel to be conveyed to GRANTOR**

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241 (319)351-2277  
Return to: Katharine K. Gaskill, 11 Arbury Drive, Iowa City, Iowa 52246  
Sent Tax Statements to: Katharine K. Gaskill, 11 Arbury Drive, Iowa City, Iowa 52246

### QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, **City of West Branch, Iowa**, a municipal corporation, does hereby Quit Claim to **Katharine K. Gaskill**, a single person all our right, title, interest, estate, claim and demand in the following described real estate in CEDAR County, Iowa:

That part of Parcel J in the North ½ of Section 8, Township 79 North, Range 4 West of the 5th P.M., and legally described on that certain Plat of Survey recorded in Plat Book 1, at page 245, Plat Records of Cedar County, Iowa.

The grantor of this deed is a political subdivision of the State of Iowa and is therefore exempt from the filing of a declaration of value or groundwater hazard statement.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Don Kessler, Mayor  
ATTEST:

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

STATE OF IOWA            )  
                                  )  ss  
COUNTY OF CEDAR        )

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me a Notary Public in and for said County, personally appeared Don Kessler and Matt Muckler, to me personally known, who being duly sworn that they are the Mayor and City Clerk, respectively of the City of West Branch, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public

**EXHIBIT "C"**

**Depiction of Area of be graded by the CITY**

Tuesday, September 04, 2012 12:53:22 PM  
PLOTTEE:

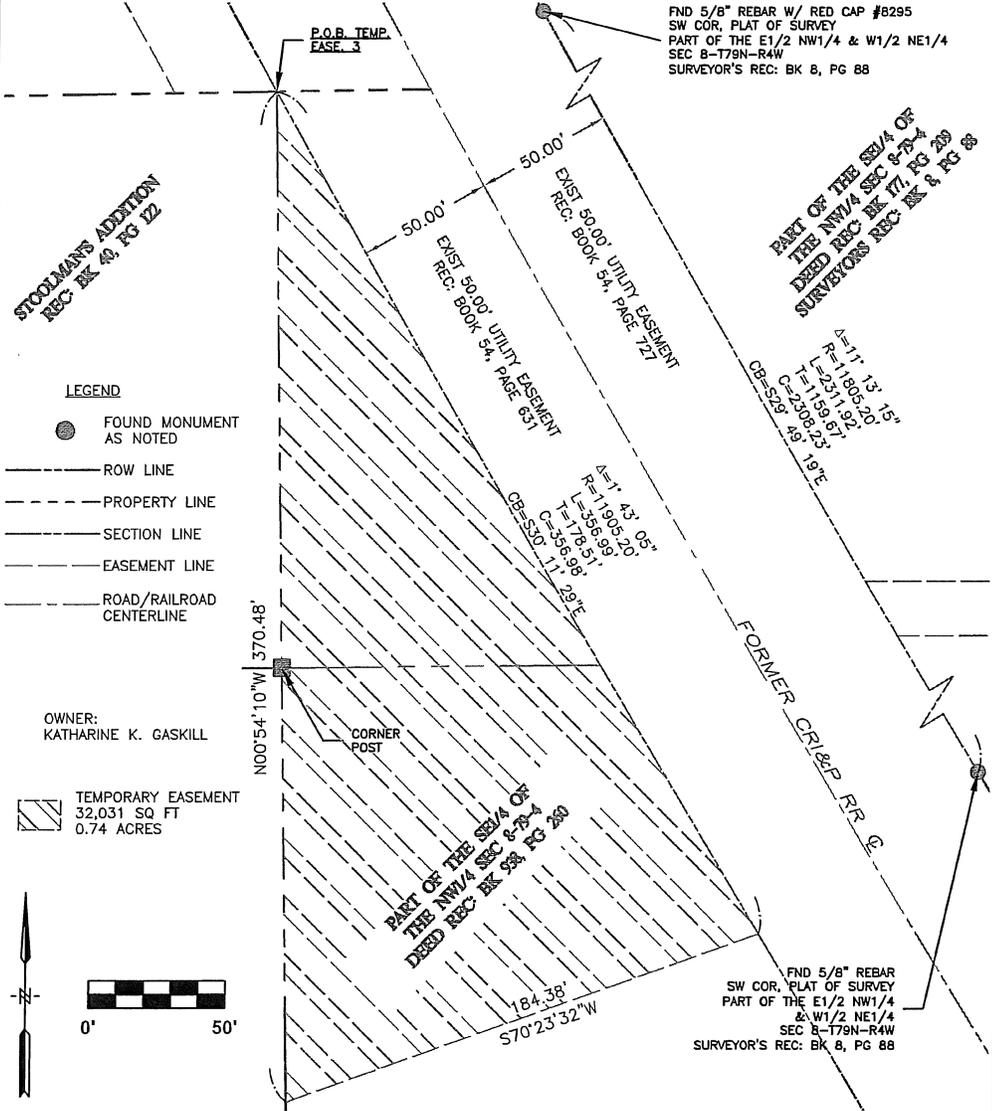
PREPARED BY: VEENSTRA & KIMM INC. - 860 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1565 - (319) 466-1000

## TEMPORARY CONSTRUCTION EASEMENT AND GRADING LIMITS

FOR THE CITY OF WEST BRANCH, IOWA

### Temporary Easement Description

A temporary construction easement located in that part of the Southeast 1/4 of the Northwest 1/4 of Section 8, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa as conveyed to owner in Book 938, Page 260 of the Cedar County Records. Said temporary easement being more particularly described as: Beginning at the Northerly corner of that part of the Southeast 1/4 of the Northwest 1/4 of Section 8, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa as conveyed to the owner in Book 938, Page 260 of the Cedar County Records, said point labeled as P.O.B. Temp. Ease. 3; thence Southeasterly 356.99 feet along a 11,905.20 foot radius curve concave Northeasterly with a chord bearing S30°11'29"E, 356.98 feet along the Westerly Right of Way of the Former Chicago, Rock Island and Pacific Railroad; thence S70°23'32"W, 184.38 feet to the Westerly line of said part of the Southeast 1/4 of the Northwest 1/4 of section 8; thence N00°54'10"W, 370.48 feet to the Point of Beginning. Said temporary easement contains 32,031 Square Feet.

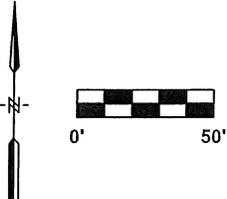


**LEGEND**

- FOUND MONUMENT AS NOTED
- ROW LINE
- PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- ROAD/RAILROAD CENTERLINE

OWNER:  
KATHARINE K. GASKILL

TEMPORARY EASEMENT  
32,031 SQ FT  
0.74 ACRES



SCALE	AS NOTED
DRAWN	BCT
CHECKED	LJB
APPROVED	DRS
DATE	8-23-2012
A.C. DATE	



TEMPORARY CONSTRUCTION EASEMENT  
AND GRADING LIMITS  
CITY OF WEST BRANCH, IOWA

860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565  
319-466-1000 • 319-466-1008(FAX) • 888-241-9001(WATS)

DWG. NO.	EX-C
PROJECT	36844

X-REFS: Z:\WEST BRANCH\JOB44\LIFT STATION EASEMENTS\DRAWINGS\DESIGN\DRAWINGS\DRW\TEMP EASEMENT

**EXHIBIT "D"**

**Public Utility Easement**



**RESOLUTION 1041**

A RESOLUTION HIRING \_\_\_\_\_ AS ADMINISTRATIVE ASSISTANT FOR THE CITY OF WEST BRANCH, IOWA, SETTING THE SALARY FOR THE POSITION FOR FISCAL YEAR 2012-2013.

WHEREAS, the City of West Branch is interested in hiring \_\_\_\_\_ as an administrative assistant.

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 administrative assistant.

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
Administrative Assistant		\$xx.xx/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 15th day of October, 2012.

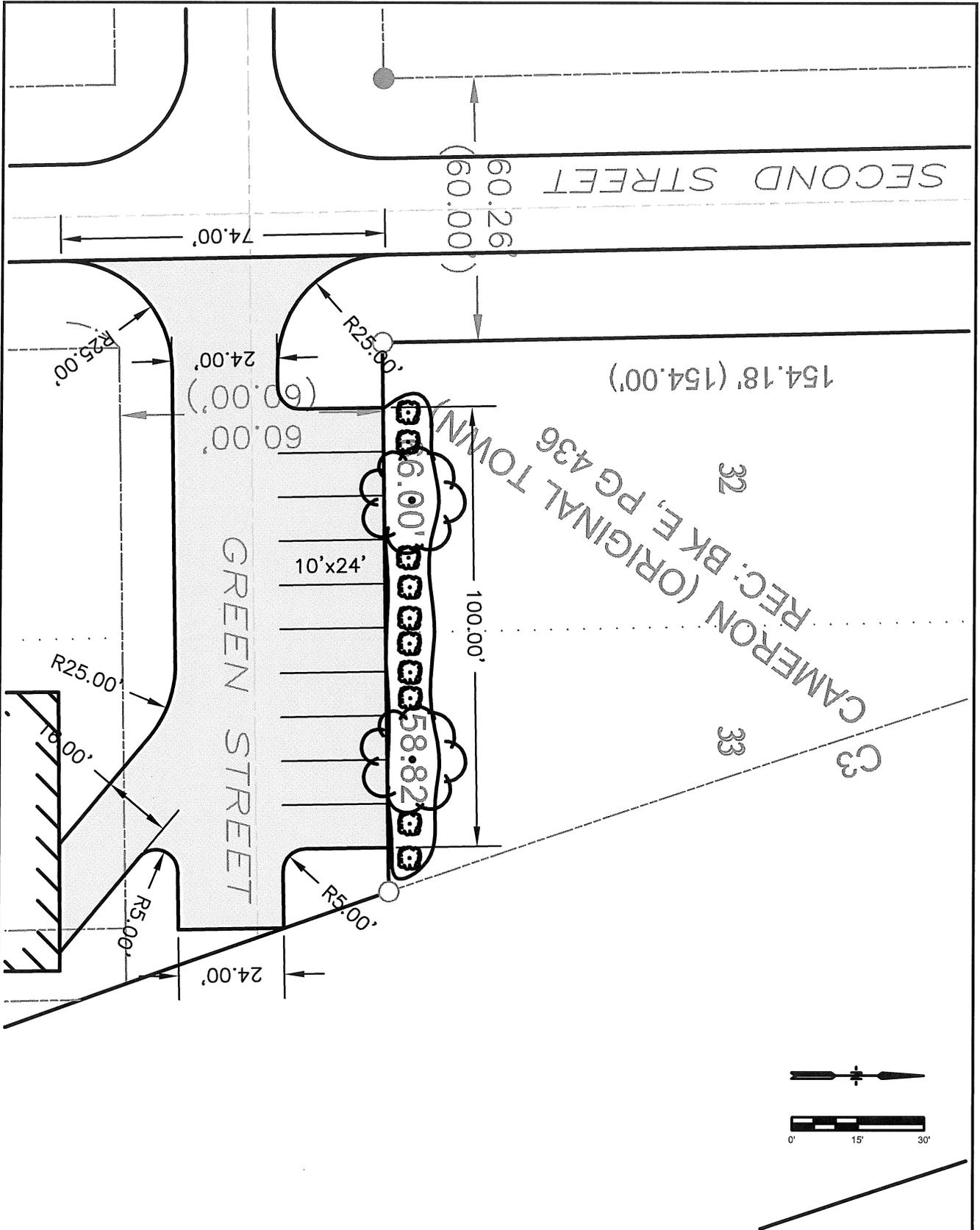
\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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

PLOTTED: Monday, October 01, 2012 12:29:38 PM

X-REFS: Boundary & aerial  
 FILE PATH: Z:\WEST BRANCH TRAILER PARK BOUNDARY RESEARCH\DRAWINGS\DESIGN DRAWINGS\CONCEPT - PARKING



SCALE	1" = 30'
DRAWN	LJB
CHECKED	DRS
APPROVED	DRS
DATE	10-01-12
A.C. DATE	



**VEENSTRA & KIMM, INC.**

**PARKING LOT CONCEPT  
 CITY PARK  
 CITY OF WEST BRANCH**

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

DWG. NO.	1
PROJECT	36867