

City of West Branch

~A Heritage for Success~

110 N. Poplar Street • PO Box 218 • West Branch, Iowa 52358
(319) 643-5888 • Fax (319) 643-2305 • www.westbranchiowa.org • city@westbranchiowa.org

CITY COUNCIL MEETING AGENDA

Monday, July 21, 2014 • 7:00 p.m.

City Council Chambers, 110 North Poplar Street

Action may be taken on any agenda item.

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda/Consent Agenda/Move to action.
 - a. Approve minutes from the June 23, 2014 City Council Meeting and City Council Work Session.
 - b. Approve claims.
 - c. Approve Class C Liquor License with Outdoor Service and Sunday Sales for Casa Tequila Foods 3, Inc. DBA Casa Tequila Authentic Mexican Grill.
 - d. Approve Class B Beer Permit (includes wine coolers) with Outdoor Service for West Branch Firefighters Inc. on August 1, 2014 and August 2, 2014.
 - e. Approve payment to Visu-Sewer, Inc. in the amount of \$80,951.13 for Partial Pay Estimate No. 2 Sanitary Sewer Rehabilitation – Phase 1.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Mayor Mark Worrell – Recognition of Main Street Antiques & Art.
 - b. Accept the resignation of Reserve Officer Todd Thurman from the West Branch Police Department./Move to action.
 - c. Mayor Mark Worrell – Recognition of Reserve Officer Todd Thurman.
 - d. Third Reading of Ordinance 724, amending Title Chapter 69 “Parking Regulations.”/Move to action.
 - e. Resolution 1215, directing the city administrator to send a letter to certain Pedersen Valley Part IV residents on stormwater issues./Move to action.
 - f. Todd Thein – Pedersen Valley Part IV Flooding Issues.
 - g. Resolution 1216, approving those certain agreements in connection with the Oliphant Street Sidewalk Improvements – Phase 2 Project./Move to action.
 - h. Resolution 1217, setting the salary for an employee for the fiscal year 2014-2015./Move to action.
 - i. Resolution 1218, approving consulting services agreement with Elert & Associates for an emergency communications feasibility study in an amount not to exceed \$8,600./Move to action.
 - j. Resolution 1220, adopting the *Strategic Plan for Park & Rec Capital Improvements: West Branch, IA*./Move to action.

Mayor: Mark Worrell • **Council Members:** Jordan Ellyson, Colton Miller, Brian Pierce, Tim Shields, Mary Beth Stevenson
City Administrator/Clerk: Matt Muckler • **Fire Chief:** Kevin Stoolman • **Library Director:** Nick Shimmin
Parks & Rec Director: Melissa Russell • **Police Chief:** Mike Horihan • **Public Works Director:** Matt Goodale

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CITY COUNCIL MEETING AGENDA
Monday, July 21, 2014 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

8. City Staff Reports
 - a. City Engineer Dave Schechinger – Lift Station, Wastewater Lagoons and other Flooding Issues around West Branch
 - b. City Attorney Kevin Olson – ballot language for the November 4, 2014 ballot to support the initial phase of city park improvements.
 - c. Public Works Director Matt Goodale – Seal coat estimate.
9. Comments from Mayor and Council Members
10. Adjournment

CITY COUNCIL WORK SESSION
Monday, July 21, 2014
Immediately following regular City Council Meeting
City Council Chambers, 110 North Poplar Street

1. Call to order
2. Roll call
3. Pat Callahan, Capital Improvement Planning Process
 - a. Review of Mayor and City Council Rankings of Projects
 - Review of Individual Rankings
 - Review of Composite Scores
 - b. General Overview of Possible Scheduling of Projects
 - Capital Projects – 2014-2015
 - Capital Projects – 2015-2016
 - Capital Projects – 2016-2017
 - Capital Projects – 2017-2018
 - Capital Projects – 2018-2019
 - Capital Projects – 2020 and beyond
 - c. General Discussion regarding the financial impact of proposed capital projects
 - d. The Next CIP Meeting – August 18, 2014
 - Speer Financial Report – Financial Impact of Projects
 - Decision regarding Second Ranking of Projects
 - e. Comments and Suggestions
4. Adjourn

Mayor: Mark Worrell • **Council Members:** Jordan Ellyson, Colton Miller, Brian Pierce, Tim Shields, Mary Beth Stevenson
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

**June 23, 2014
7:00 p.m.**

Mayor Worrell opened the West Branch City Council meeting at 7:00 p.m. by welcoming the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Dawn Brandt, Administrative Assistant Shanelle Peden, Police Chief Mike Horihan, Library Director Nick Shimmin, Parks & Recreation Director Melissa Russell, and City Attorney Kevin Olson. Council members: Jordan Ellyson, Colton Miller, Brian Pierce, and Tim Shields. Absent: Mary Beth Stevenson.

APPROVE AGENDA/CONSENT AGENDA

- a) Approve minutes from the June 2, 2014 Special and Regular City Council Meetings.
- b) Approve minutes from the June 2, 2014 City Council Work Session.
- c) Approve claims.
- d) Approve Class E Liquor license with privileges: Class B Carryout Wine permit, Class C Carryout Beer permit, and Sunday Sales permit for Kum & Go, LC, DBA: Kum & Go #254.
- e) Approve FY15 Cigarette Permit renewals for: Kum & Go, Dewey's Jack & Jill, Casey's General Store #2524, and BP Amoco.
- f) Approve Fire Department payroll for July 1, 2014, in the amount of \$31,720.00.
- g) Approve Fire Department officers for fiscal year 2014-2015.
- h) Approve destruction of records with Document Destruction & Recycling Services listed on Records Destruction Form per the Record Retention Manual for Iowa Cities.
- i) Approve transfer of \$35,017.58 from Emergency Fund to General Fund.
- j) Approve transfer of \$1,360.86 from Library - Krouth Principal Fund to General Fund.
Motion by Ellyson to approve the agenda/consent agenda, second by Pierce.
AYES: Ellyson, Pierce, Shields, Miller. Absent: Stevenson. Motion carried.

Date 6-23-14	City of West Branch Claims Report	
Air Cooled Engine Service	Cemetery - Parts	172.23
Alliant Energy	Various Depts - Utilities	8,157.87
Alto, Davin	Water - Utility Refund	2.67
Amazon	Library/Cable - Supplies	233.40
Amsan	Th/Admin - Supplies	170.24
Apparel 1 Screen Printing	Park & Rec - Supplies	436.00
Bailey, Kassie	Park & Rec - Cpr & First Aid Class	41.68
Baker & Taylor Inc.	Library - Books	900.43
Bankers Trust Company	DS/Tif/Water/Sewer-Go Bond Pmt	176,895.00
Barron Motor Supply	Sewer - Supplies	72.85
Beaver Heating And Air	Town Hall - Service On Furnace	130.00
Blank Park Zoo	Library-Summer Reading Program	144.08
Blue Cross Blue Shield	Health Insurance	10,553.01
Bound Tree Medical Llc	Fire - Supplies	610.56
BP Amoco	Fire/Police/Cem/Wat/Sewer-Fuel	2,437.16
Brandt, Dawn	Admin-Reimb For Training Exp	1,556.24
BSN Sports Inc	Park & Rec - Tball Supplies	971.59
Capital One Commercial	Library/P&R - Supplies	596.65
Cedar County Cooperative	Water - Supplies	156.10
Cedar Rapids Photo Copy	Library - Toner/Service	47.12
Chasing4life	Library-Summer Reading Program	150.00
Chauncey Butler Post 514	Police - Flag	38.00
Chief Supply Corporation	Police - Supplies	309.55
Chris Jones Trucking	Streets - Hauling Sand	227.30
Community State Bank	Debt Srv - Parkland Go/Fire/Go Equip Loans	186,021.87
Cook, Cole	Park & Rec - Umpire Games	300.00
Croell Redi-Mix Inc	Streets - Water Tower/Green St Proj	3,727.25
Culligan Water	Fire - Water Cond Rental	37.65

Dearborn	Life Insurance	56.95
Deluxe Corporation	Admin - Deposit Books	49.31
Deweys Jack & Jill	P&R/Sewer - Supplies	16.37
Dorsey & Whitney Llp	Legal Services Thru 3/31/14	4,386.50
East Cent Intergovt Asn.	Admin - Ecica Clerks Meeting	36.00
Ecivis Inc	Police/Legal - Grant Review Srvs	6,000.00
Eftps	Federal Withholdings	11,666.31
ETS Corporation	Water/Sewer - Credit Card Fees	106.13
F&B Communications Inc	Admin - Web Hosting	29.95
Farmers Supply Sales Inc	Streets - Parts	90.67
FEH Associates Inc	Library - Project 2012227 Srv/Charette	8,397.55
Fenner, Coleman	P&R - Baseball Umpire	100.00
Financial Adjustment Bureau	Library - Service	13.97
Fitzer, Erik	Water - Utility Refund	74.59
Freeman Lock & Alarm	Water - Rekey 2 Locks	49.75
Gordon, Ryan	Water - Utility Refund	74.59
Greatamerica Leasing	Admin - Copier Lease	252.06
Hansen, Trent	Fire - Striping Rolls	211.98
Hardwood Technologies Inc	Cable - Lecturn	740.00
Hawkins Inc	Water - Chemicals	1,505.75
HBK Engineering Llc	P&R- Proj A13-0839 Park Plan	4,580.00
HD Cline Company	Cemetery - Parts	85.24
Horihan, Mike	Police - Reimb For Mv Book	137.80
Hy-Vee	Park & Rec - Supplies	248.00
Image Trend Inc	Fire - Annual Fee & Trng	550.00
Iowa Assn. Mun. Utilities	Water - Eiasso Dues June-Aug	533.10
Iowa Department Of Revenue	Payroll Expense	754.00
Iowa Finance Authority	Water Sinking-Srf Rev Bond Pmt	54,777.50
Iowa League Of Cities	M&C - Mla Workshop 2 & 3	120.00
Iowa One Call	Water/Sewer - Service	51.30
Ipers	Ipers	7,596.51
Jensen, Julianne	P&R - Refund For Teen Program	100.00
Joey Dean Wenndt	Fire - June Fire Training	150.00
John Deere Financial	Streets - Supplies	214.50
Johnson County Refuse Inc.	Recycling - May 2014	3,719.25
Keltek Inc	Fire - Service 14 Chevy	879.86
Kevin D Olson	Legal Services June 2014	1,500.00
Larsen, Karl	Water - Utility Refund	18.01
Liberty Communications	Various Depts - Phone Service	1,101.55
Linn County R.E.C.	Streets - Utilities	120.00
Lynch's Excavating Inc	Streets - Service	1,760.00
Lynch's Plumbing Inc	Water - Coupler	12.80
Main Street West Branch	Comm & Cult - Grant Part Ms	1,667.00
Mary Baldwin	Park & Rec - Umpire Games	600.00
Matt Parrott	Admin - Laser Checks	235.65
Mcdonald R, Trana M	Water - Utility Refund	45.54
Mediacom	Cable - Service	40.90
Menards	P&R/Streets - Supplies	201.34
Midwest Janitorial Service	Lib/Admin/Th/Police -Cleaning	646.56
Monroe Truck Equipment Inc	Fire - Supplies For Truck	7,987.00
Moore's Welding Inc	Streets - College St Bridge/Repair Light Pole	484.41
Mr Gutter Ltd	Cable - Service	490.00
Muckler, Matt	Admin- Reimb For Training Exp	406.28
Municipal Supply	Water - Supplies	4,949.00
Nesper Sign Advertising	Comm&Cult-Dp Wayfinding Signs	2,128.00
North American Salt Co.	Streets - Salt	3,037.63
Oasis Electric Llc	Cemetery - Repair Lights	248.40
Overdrive Inc	Library - Ebooks	46.97
Payroll June 2041	Payroll June 2014	50,826.32
Pitney Bowes	Library/Water/Sewer - Postage	1,000.00
Play It Again Sports	Park & Rec - Soccer Supplies	264.14
Plunkett's Pest Control	Admin/Town Hall - Pest Control	93.35
Port 'O' Jonny Inc.	Park & Rec - Service	87.00
Postmaster	Admin- Post Office Box Renewal	42.00
Praxair Distribution Inc	Fire - Supplies	87.16
Qc Analytical Services Llc	Sewer - Testing	584.00
Quality Engraved Signs	Admin - Nameplates	39.43
Quill Corp	Library/Police/P&R/Cem/Cable - Supplies	559.57
Racom Corporation	Police - 2 Radios	12,378.24
Rk Dixon	Admin - Blk/Wht & Color Copies	928.40
Romanowski, Brian	Water - Utility Refund	69.48
Russell, Melissa	Park & Rec-Reimb For Supplies	29.68

Schimberg Co	Water - Parts	6,526.64
Shanelle M Peden	Admin/Cable -Reimb Mileage/Videotaping	592.64
Shimmin, Nick	Library - Reimb For Postage	10.28
Smartsign	Streets - Street Signs	186.07
Smith, Patrick	Water - Utility Refund	74.77
Sprint	Police - Service	179.97
Stevens Erosion Control	Sewer - Straw Matting	1,690.00
Tac 10 Inc	Police - Upgrade Rms Software	3,500.00
Terence J Goerdts	Admin - Building Inspections	245.00
Trans-Iowa Equipment Inc	Streets - Parts	143.73
Treasurer State Of Iowa	Iowa Sales Tax Pmt/State W/H - May 2014	4,466.27
Trugreen	Park & Rec-Lions Field Service	145.00
U Of I: State Hygienic Lab	Water - Testing	24.00
UPS	Sewer - Shipping	147.86
Upstart	Library - Supplies	468.25
US Bank Equipment Finance	Library - Copier Lease	70.42
US Cellular	Various Depts - Phone Service	550.41
USA Blue Book	Streets/Water - Supplies	229.82
Veenstra & Kimm Inc.	Sewer/Legal/Streets/P&Z - Eng Projects	9,594.55
Visu-Sewer Inc	Lift Station/Sewer - Sewer Ph1	202,383.27
Vogel Traffic Services	Streets - Pavement Paint	2,433.75
Wageworks	Flex - Hcfsa2014 Pmt	34.13
Walmart Community	Library - Supplies	193.17
West Branch Schools	Park & Rec-Activity Use Of Gym	290.00
West Branch Ford	Streets - 04 Ford Service	359.48
West Branch Repairs	Fire - Service #197	1,174.40
West Branch Times	P&R/Water/Admin-Publications	1,146.73
Wex Bank	Police - Fuel	647.90
Wiele Chevrolet Inc	Fire - Service 14 Chevy Truck	139.39
Williamson, Daniel	Water - Utility Refund	2.48
	Grand Total	835,818.18
Fund Totals		
001 General Fund		119,975.67
022 Civic Center		886.68
031 Library		21,491.50
110 Road Use Tax		10,181.68
112 Trust And Agency		12,380.77
125 T I F		37,387.00
226 Go Debt Service		228,007.87
600 Water Fund		63,054.75
603 Water Sinking Fund		54,777.50
610 Sewer Fund		166,208.49
614 Wastewater Lift Station		121,432.14
950 BC/BS Flexible Benefit		34.13
Grand Total		835,818.18

COMMUNICATIONS/OPEN FORUM - NONE

There were no comments during the communications/open forum.

PUBLIC HEARING/NON-CONSENT AGENDA

Mayor Mark Worrell - Appointments/Reappointments/Move to action.

- i. Neil Korsmo – Animal Control Commission, December 31, 2016.
- ii. Amy Guhl – Library Board of Trustees, June 30, 2017.
- iii. Dan Stevenson – Library Board of Trustees, June 30, 2017.

Motion by Ellyson, second by Shields to approve Appointments/Reappointments. AYES: Ellyson, Shields, Miller, Pierce. Absent: Stevenson. Motion carried.

Jerry Fleagle, Executive Director, Hoover Presidential Foundation – Complaint from the Hoover Presidential Foundation against the City of West Branch for fundraising efforts undertaken by the City to offset a portion of the cost of providing free inflatable rides for children on the Village Green during Hoover’s Hometown Days.

Executive Director Jerry Fleagle was unable to attend the meeting. No comments were made.

Second Reading of Ordinance 724, amending Title Chapter 69 “Parking Regulations.”/Move to action.

Motion by Shields, second by Ellyson to approve Ordinance 724. AYES: Shields, Ellyson, Miller, Pierce. Absent: Stevenson. Motion carried.

Resolution 1202, approving City of West Branch Mission Statement./Move to action.

Motion by Pierce, second by Shields to approve Resolution 1202. AYES: Pierce, Shields, Ellyson, Miller.
Absent: Stevenson. Motion carried.

Resolution 1206, approving West Branch High School Phase 1 Parking and Site Improvements Site Plan./Move to action. Brian Boelk from HBK Engineering explained the parking and site improvements plan for the school district expansion of the west side main entrance parking lot at the High school. Site improvements include adding four new lights and relocating some of the current lighting, adding an eight foot wide sidewalk and right turn lane onto Main Street. The school plans to accept bids in early July with a project start date in late July. City Engineer Dave Schechinger added that the school district has addressed all his comments on the parking and site improvements plan.

Motion by Pierce, second by Ellyson to approve Resolution 1206. AYES: Pierce, Ellyson, Miller, Shields.
Absent: Stevenson. Motion carried.

Resolution 1207, approving Brown Subdivision Preliminary Plat./Move to action.

Glen Meisner from MMS Consultants said that this subdivision is a lot split off of the Tidewater property and was sold to the Brown car dealership. City Engineer, Dave Schechinger said there are no public improvements, there is a 60 foot easement of right away access and all concerns have been met.

Motion by Pierce, second by Ellyson to approve Resolution 1207. AYES: Pierce, Ellyson, Miller, Shields.
Absent: Stevenson. Motion carried.

Resolution 1208, approving Brown Subdivision Final Plat./Move to action.

Motion by Shields, second by Ellyson to approve Resolution 1208. AYES: Shields, Ellyson, Miller, Pierce.
Absent: Stevenson. Motion carried.

Resolution 1209, setting the salary for an appointed officer of the City of West Branch, Iowa for the fiscal year 2014-2015./Move to action. City Administrator Matt Muckler explained this resolution is for his approved salary in the FY15 budget.

Motion by Pierce, second by Shields to approve Resolution 1209. AYES: Pierce, Shields, Ellyson, Miller.
Absent: Stevenson. Motion carried.

Resolution 1210, setting the salary for an employee of the City of West Branch, Iowa for the fiscal year 2014-2015./Move to action.

Motion by Shields, second by Ellyson to approve Resolution 1210. AYES: Shields, Ellyson, Miller, Pierce.
Absent: Stevenson. Motion carried.

Resolution 1211, approving agreement with the East Central Intergovernmental Association for fundraising services in an amount not to exceed \$5,000./Move to action.

Muckler explained that ECIA is our local Council of governments group that helped the City draft the comp plan. They have people with expertise in fundraising for specific projects. The purpose of the ECIA agreement is to assess what fundraising activities can be used to assist in paying for a community center building.

Motion by Shields, second by Pierce to approve Resolution 1211. AYES: Shields, Pierce, Ellyson, Miller.
Absent: Stevenson. Motion carried.

Public Hearing on proposed plans and specifications, proposed form of contract and estimate for cost of construction of Oliphant Street Sidewalk Improvements – Phase 2 for the City of West Branch, Iowa, and the taking of bids therefor. Mayor Worrell opened the public hearing at 7:23 pm. There were no public comments. Mayor Worrell closed the public hearing at 7:24 pm.

Resolution 1212, approving proposed plans, specifications, estimate of cost and form of contract for the Oliphant Street Sidewalk Improvements – Phase 2 Project./Move to action.

Schechinger said that plans and specifications for the project were sent to forty contractors, only four pulled papers and no bids were received. The contractors they talked to indicated having a full schedule and could not complete the work by the August 15 deadline. Schechinger stated that more favorable bids might be received if

they are sent out in the winter for a May to September 2015 project date. Muckler said that easements were mailed to the residents with a return date of July 3, 2014. Motion by Pierce, second by Ellyson to approve Resolution 1212. AYES: Pierce, Ellyson, Miller, Shields. Absent: Stevenson. Motion carried.

Resolution 1213, accepting bids and awarding the construction contract for the Oliphant Street Sidewalk Improvements – Phase 2 Project./Move to action. Motion by Ellyson to postpone Resolution 1213 indefinitely, second by Pierce. AYES: Ellyson, Pierce, Shields, Miller. Absent: Stevenson. Motion carried.

Resolution 1216, approving those certain agreements in connection with the Oliphant Street Sidewalk Improvements – Phase 2 Project./Move to action. City Council directed City staff to get all resident easements signed and returned by July 3, 2014. Council agreed that if the property owner decides not to sign the easement agreement by July 3, the owner would be responsible for installing the sidewalk in conjunction with the City timing of the project and to the plans and specifications in the agreement. Motion by Shields to postpone Resolution 1216 until the next City Council meeting, second by Ellyson. AYES: Shields, Ellyson, Miller, Pierce. Absent: Stevenson. Motion carried.

Resolution 1214, amending a 28E Agreement with the West Branch Community School District to make road and sidewalk improvements in and adjacent to North Maple Street and the Middle School parking lot./Move to action.

Muckler stated this is an amendment to the North Maple project. The Superintendent asked to forgo the extension of planned sidewalk to the school playground and the Public Works Director agreed. This request reduced the school districts contribution to the project by 40%, the school district will reimburse the City \$10,800. Motion by Shields, second by Ellyson to approve Resolution 1214. AYES: Shields, Ellyson, Miller, Pierce. Absent: Stevenson. Motion carried.

Brian Boelk, HBK Engineering – Presentation of Strategic Park Plan

Brian Boelk from HBK Engineering presented a draft of the final report on the strategic plan for the Park & Recreation Capital Improvements. Cost estimates and funding options for each phase were provided. The final report will be presented in July. Councilperson Tim Shields asked about grant opportunities. Muckler said that the staff is working with E-Civis on several possible grant options. Muckler said at the June 19 meeting the Park and Recreation Commission approved a vote to recommend to the City Council a phasing plan and a funding option for Phase 1 totaling \$3.55 million. They recommended a ten year extension of the 1% local option sales tax and tax increment financing.

CITY STAFF REPORTS

Deputy City Clerk Dawn Brandt – International Institute of Municipal Clerks Annual Conference.

Deputy City Clerk Dawn Brandt thanked the Mayor and Council for the opportunity to attend the International Institute of Municipal Clerks Conference and training in May. The workshops she attended that are relevant to her job challenges currently were on records management and ways to communicate financial reports to the Council.

Fire Chief Kevin Stoolman – Bid Process for Rescue Truck

City Attorney Kevin Olson explained that the City can send out plans and specifications to start a bid process for the rescue truck. The estimate is under \$400,000 so it is not over the general purpose limit and qualifies as an essential purpose. Muckler said that the truck will be paid for out of the Fire Department budget and reserve fund. They also expect to receive approximately \$65,000 from the sale or trade in of the current truck.

Police Chief Mike Horihan – Potential Compensation for Reserve Officer Todd Thurman.

Police Chief Mike Horihan asked the Council to consider paying Reserve Officer Todd Thurman to work a day shift on Saturday and Sunday only if there is not a certified part-time officer available to fill the schedule. Thurman is a certified level four reserve officer that has been with the City for four years.

City Attorney Kevin Olson – Draft Ballot Language for City Parks Development – Phase I.

Olson explained the City will include two types of funding language on the November 4th ballot. The first one is the local option sales tax which needs a 50% vote of the people to pass and the second is a general obligation

bond for a general corporate purpose which requires 60% of the voters to pass. Both need to happen at least 84 days before the November 4 vote. Language will be developed and brought to Council for consideration at the July 21st meeting.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Councilperson Pierce commented on how well the City staff ran the baseball and softball season this year.

Muckler announced that the Parks & Rec commission set a kick-off meeting to plan for the community/recreation center on July 9 at 7:00 pm.

ADJOURNMENT

Motion to adjourn meeting by Shields, second by Ellyson. Motion carried on a voice vote. City Council meeting adjourned at 8:08 p.m.

Mark Worrell, Mayor

ATTEST: _____
Dawn Brandt, Deputy City Clerk

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

**West Branch, Iowa
Council Chambers**

City Council Work Session

**June 23, 2014
8:16 p.m.**

Mayor Worrell opened the West Branch City Council work session at 8:16 p.m. by welcoming the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Dawn Brandt, Library Director Nick Shimmin, Parks & Recreation Director Melissa Russell, Police Chief Mike Horihan and City Attorney Kevin Olson. Council members: Jordan Ellyson, Colton Miller, Brian Pierce, Tim Shields. Absent: Mary Beth Stevenson.

Pat Callahan, Capital Improvement Planning Process

Pat Callahan, Municipal Consultant presented the updated version of the CIP. City Administrator Matt Muckler gave the Council an overview of the changes, department head rankings and additions of cost estimates to each CIP part: Part 1: City Park Phase 1, Part 2: TIF, Part 3: Fire Department, Part 4: Utility, Part 5: Other. He added that the Park & Recreation Commission would like the Lions Field Soccer Field turf for \$71,500 to be considered for Part 1: City Park Phase 1. Muckler will update the funding sources breakdown on City Park Phase 1 to show if the project is being paid with Tax increment financing or Local option sales tax. The Council and Mayor discussed several of the street projects. Mayor Mark Worrell asked to add Greenview St reconstruction as a project. Callahan asked the Council to review each project and rank them with an A-D and return them to Matt or Dawn by Monday, June 30th. Rankings are A: 1-2 year priority, B: 3-4 year, C: 5-6 year and D: Not included in the CIP plan. The next CIP meeting will be July 21st following the City Council meeting

ADJOURNMENT

Motion by Pierce to adjourn the work session, second by Miller. Motion carried on a voice vote.
City Council work session adjourned at 9:03 p.m.

Mark Worrell, Mayor

ATTEST: _____
Dawn Brandt, Deputy City Clerk

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_	
ALLIANT ENERGY	7/10/14	VARIOUS DEPTS - UTILITIES	GENERAL FUND	POLICE OPERATION	146.52	
	7/10/14	VARIOUS DEPTS - UTILITIES	GENERAL FUND	FIRE OPERATION	439.58	
	7/10/14	VARIOUS DEPTS - UTILITIES	GENERAL FUND	STREET LIGHTING	2,061.40	
	7/10/14	VARIOUS DEPTS - UTILITIES	GENERAL FUND	STREET LIGHTING	108.25	
	7/10/14	VARIOUS DEPTS - UTILITIES	GENERAL FUND	STREET LIGHTING	177.81	
	7/08/14	STREET LIGHTING-SRV AT SHE	GENERAL FUND	STREET LIGHTING	137.33	
	7/02/14	PARK & REC - 219 E GREEN S	GENERAL FUND	PARK & RECREATION	12.23	
	7/08/14	P&R- UTILITIES LIONS FIELD	GENERAL FUND	PARK & RECREATION	4.55	
	7/10/14	VARIOUS DEPTS - UTILITIES	GENERAL FUND	PARK & RECREATION	39.29	
	7/10/14	VARIOUS DEPTS - UTILITIES	GENERAL FUND	CLERK & TREASURER	201.42	
	7/10/14	VARIOUS DEPTS - UTILITIES	GENERAL FUND	LOCAL CABLE ACCESS	100.00	
	7/10/14	VARIOUS DEPTS - UTILITIES	CIVIC CENTER	TOWN HALL	277.61	
	7/10/14	VARIOUS DEPTS - UTILITIES	LIBRARY	LIBRARY	336.41	
	7/08/14	WATER - UTILITIES	WATER FUND	WATER OPERATING	107.70	
	7/10/14	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	219.22	
	7/10/14	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	1,051.04	
	7/10/14	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	220.46	
	7/10/14	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	691.61	
	7/10/14	VARIOUS DEPTS - UTILITIES	SEWER FUND	SEWER OPERATING	351.63	
	7/10/14	VARIOUS DEPTS - UTILITIES	SEWER FUND	SEWER OPERATING	619.35	
	7/10/14	VARIOUS DEPTS - UTILITIES	SEWER FUND	SEWER OPERATING	550.05	
				TOTAL:	7,853.46	
	AMAZON	7/21/14	LIBRARY/COMM&CULT - SUPPLI	GENERAL FUND	COMM & CULTURAL DEVEL	149.97
		7/21/14	LIBRARY/COMM&CULT - SUPPLI	LIBRARY	LIBRARY	198.43
		7/21/14	LIBRARY/COMM&CULT - SUPPLI	LIBRARY	LIBRARY	35.10
		7/21/14	LIBRARY/COMM&CULT - SUPPLI	LIBRARY	LIBRARY	60.80
		7/21/14	LIBRARY/COMM&CULT - SUPPLI	LIBRARY	LIBRARY	38.15
			TOTAL:	482.45		
BAILEY, KASSIE	7/02/14	P & R- MILEAGE TO P/U SUPP	GENERAL FUND	PARK & RECREATION	13.35	
	7/02/14	P&R - REIMB FOR RIBBONS	GENERAL FUND	PARK & RECREATION	84.00	
			TOTAL:	97.35		
BAKER & TAYLOR INC.	7/21/14	LIBRARY - BOOKS	LIBRARY	LIBRARY	1,060.22	
				TOTAL:	1,060.22	
BARNHART'S CUSTOM SERVICES LLC	7/21/14	SEWER - SERVICE RAILROAD R	SEWER FUND	SEWER OPERATING	3,074.81	
				TOTAL:	3,074.81	
BARRON MOTOR SUPPLY	7/21/14	STREETS/FIRE - SUPPLIES	GENERAL FUND	FIRE OPERATION	17.08	
	7/21/14	STREETS/FIRE - SUPPLIES	ROAD USE TAX	ROADS & STREETS	86.31	
			TOTAL:	103.39		
BEN JIMENEZ	7/02/14	LIBRARY - SUMMER READING P	LIBRARY	LIBRARY	350.00	
				TOTAL:	350.00	
BIG TEN RENTALS	7/08/14	COMM & CULT - HHTD TENT	GENERAL FUND	COMM & CULTURAL DEVEL	350.33	
				TOTAL:	350.33	
CEDAR COUNTY AUDITOR	7/21/14	POL/FIRE-FY 15 DISASTER SE	GENERAL FUND	POLICE OPERATION	2,783.75	
	7/21/14	POL/FIRE-FY 15 DISASTER SE	GENERAL FUND	FIRE OPERATION	2,783.75	
	7/21/14	SOLID WASTE - FY15 SOLID W	GENERAL FUND	SOLID WASTE	12,739.36	
			TOTAL:	18,306.86		
CEDAR COUNTY RECORDER	7/21/14	LEGAL - DOCUMENT RECORDING	GENERAL FUND	LEGAL SERVICES	32.00	

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	32.00
CEDAR COUNTY TREASURER	7/02/14	P&R - 2ND 1/2 WAPSI 2012 T	GENERAL FUND	PARK & RECREATION	287.00
	7/02/14	P&R - 2ND 1/2 WAPSI 2012 T	GENERAL FUND	PARK & RECREATION	1,247.00
				TOTAL:	1,534.00
CEDAR RAPIDS PHOTO COPY INC	7/21/14	LIBRARY - SERVICE	LIBRARY	LIBRARY	158.15
				TOTAL:	158.15
CENTURION TECHNOLOGIES INC.	7/21/14	LIBRARY - ANNUAL MAINT FEE	LIBRARY	LIBRARY	88.33
				TOTAL:	88.33
CHRIS JONES TRUCKING	7/21/14	STREETS - HAULED ROADSTONE	ROAD USE TAX	ROADS & STREETS	160.50
				TOTAL:	160.50
CITY OF TIPTON REC DEPARTMENT	7/08/14	PARK & REC -SWIM/BASEBALL	GENERAL FUND	PARK & RECREATION	70.00
	7/08/14	PARK & REC -SWIM/BASEBALL	GENERAL FUND	PARK & RECREATION	150.00
				TOTAL:	220.00
COMMUNITY STATE BANK	7/08/14	FIRE DEPT EXPANSION LOAN P	GO DEBT SERVICE	BONDING	8,095.33
	7/08/14	FIRE DEPT EXPANSION LOAN P	GO DEBT SERVICE	BONDING	269.24
				TOTAL:	8,364.57
COMPUTER PROJECTS OF IL INC	7/21/14	POLICE-MESSENGER LICENSE R	GENERAL FUND	POLICE OPERATION	343.20
				TOTAL:	343.20
COSTCO WHOLESALE	7/08/14	P&R/LIBRARY - SUPPLIES	GENERAL FUND	PARK & RECREATION	302.32
	7/08/14	P&R/LIBRARY - SUPPLIES	LIBRARY	LIBRARY	63.81
				TOTAL:	366.13
CROELL REDI-MIX INC	7/21/14	STREETS - S 1ST ST PROJECT	ROAD USE TAX	ROADS & STREETS	393.50
				TOTAL:	393.50
CULLIGAN WATER TECHNOLOGIES	7/02/14	FIRE - WATER COND RENTAL	GENERAL FUND	FIRE OPERATION	33.95
				TOTAL:	33.95
DEWEYS JACK & JILL	7/21/14	P&R/LIBRARY - SUPPLIES	GENERAL FUND	PARK & RECREATION	186.73
	7/21/14	P&R/LIBRARY - SUPPLIES	LIBRARY	LIBRARY	103.26
				TOTAL:	289.99
DIAMOND VOGEL PAINTS	7/21/14	STREETS - TRAFFIC PAINT	ROAD USE TAX	ROADS & STREETS	398.20
	7/21/14	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	26.30
	7/21/14	STREETS - TRAFFICE PAINT	ROAD USE TAX	ROADS & STREETS	603.50
				TOTAL:	1,028.00
DORSEY & WHITNEY LLP	7/21/14	LEGAL- LEGAL SRVS THRU 5-3	GENERAL FUND	LEGAL SERVICES	8,953.02
	7/21/14	LEGAL - LEGAL SRV THRU 6-3	GENERAL FUND	LEGAL SERVICES	2,633.00
				TOTAL:	11,586.02
EAST CENT INTERGOVT ASN.	7/21/14	ADMIN - FY15 MEMBERSHIP DU	GENERAL FUND	CLERK & TREASURER	1,346.76
				TOTAL:	1,346.76
EFTPS	7/03/14	FEDERAL WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	1,483.05
	7/03/14	SOCIAL SECURITY WITHHHOLDI	GENERAL FUND	NON-DEPARTMENTAL	953.35
	7/03/14	MEDICARE WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	225.85
	7/03/14	FEDERAL WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	300.12

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	7/03/14	SOCIAL SECURITY WITHHHOLDI	LIBRARY	NON-DEPARTMENTAL	237.76
	7/03/14	MEDICARE WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	55.60
	7/03/14	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	POLICE OPERATIONS	352.38
	7/03/14	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	POLICE OPERATIONS	82.42
	7/03/14	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	ROADS & STREETS	132.19
	7/03/14	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	ROADS & STREETS	30.91
	7/03/14	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	LIBRARY	237.76
	7/03/14	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LIBRARY	55.60
	7/03/14	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	PARK & RECREATION	138.49
	7/03/14	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	PARK & RECREATION	32.39
	7/03/14	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	CEMETERY	178.57
	7/03/14	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CEMETERY	41.75
	7/03/14	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	MAYOR AND COUNCIL	2.90
	7/03/14	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	CLERK & TREASURER	117.49
	7/03/14	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CLERK & TREASURER	27.48
	7/03/14	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	LOCAL CABLE ACCESS	34.24
	7/03/14	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LOCAL CABLE ACCESS	8.01
	7/03/14	FEDERAL WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	368.85
	7/03/14	SOCIAL SECURITY WITHHHOLDI	WATER FUND	NON-DEPARTMENTAL	220.64
	7/03/14	MEDICARE WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	51.61
	7/03/14	SOCIAL SECURITY WITHHHOLDI	WATER FUND	WATER OPERATING	220.64
	7/03/14	MEDICARE WITHHOLDINGS	WATER FUND	WATER OPERATING	51.61
	7/03/14	FEDERAL WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	339.67
	7/03/14	SOCIAL SECURITY WITHHHOLDI	SEWER FUND	NON-DEPARTMENTAL	207.33
	7/03/14	MEDICARE WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	48.50
	7/03/14	SOCIAL SECURITY WITHHHOLDI	SEWER FUND	SEWER OPERATING	207.32
	7/03/14	MEDICARE WITHHOLDINGS	SEWER FUND	SEWER OPERATING	48.49
				TOTAL:	6,492.97
ETS CORPORATION	7/08/14	WATER/SEWER - CREDIT CARD	WATER FUND	WATER OPERATING	14.69
	7/10/14	WATER/SEWER - CC ANNUAL FE	WATER FUND	WATER OPERATING	225.00
	7/08/14	WATER/SEWER - CREDIT CARD	SEWER FUND	SEWER OPERATING	14.69
	7/10/14	WATER/SEWER - CC ANNUAL FE	SEWER FUND	SEWER OPERATING	225.00
				TOTAL:	479.38
F&B COMMUNICATIONS INC	7/02/14	ADMIN - WEBSITE HOSTING	GENERAL FUND	CLERK & TREASURER	29.95
	7/21/14	LIBRARY - LAPTOP	LIBRARY	LIBRARY	690.00
				TOTAL:	719.95
FEH ASSOCIATES INC	7/21/14	PARK&REC-PROJ 2014206 COMM	GENERAL FUND	PARK & RECREATION	590.00
				TOTAL:	590.00
FINANCIAL ADJUSTMENT BUREAU INC	7/21/14	LIBRARY - SERVICE	LIBRARY	LIBRARY	18.40
				TOTAL:	18.40
GALLS -- AN ARAMARK CO LLC	7/21/14	POLICE - UNIFORMS	GENERAL FUND	POLICE OPERATION	486.83
				TOTAL:	486.83
GENERAL PEST CONTROL	7/21/14	LIBRARY - PEST CONTROL	LIBRARY	LIBRARY	70.00
				TOTAL:	70.00
GEORGE LAWSON CONSULTING	7/21/14	LIBRARY - FINAL CHARRETTE	LIBRARY	LIBRARY	610.88
				TOTAL:	610.88
GREATAMERICA LEASING CORP	7/08/14	ADMIN - COPIER LEASE	GENERAL FUND	CLERK & TREASURER	252.06
				TOTAL:	252.06

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
HARRY'S CUSTOM TROPHIES LTD	7/21/14	PARK & REC - SUPPLIES	GENERAL FUND	PARK & RECREATION	418.00_
				TOTAL:	418.00_
HAWKINS INC	7/21/14	WATER - AZONE 15	WATER FUND	WATER OPERATING	931.00_
				TOTAL:	931.00_
HD CLINE COMPANY	7/21/14	CEMETERY - PARTS	GENERAL FUND	CEMETERY	111.54_
				TOTAL:	111.54_
IMWCA	7/08/14	VARIOUS DEPTS- WORK COMP D TORT LIABILITY		POLICE OPERATIONS	2,000.00
	7/08/14	VARIOUS DEPTS- WORK COMP D TORT LIABILITY		FIRE OPERATION	2,000.00
	7/08/14	VARIOUS DEPTS- WORK COMP D TORT LIABILITY		ROADS & STREETS	2,000.00
	7/08/14	VARIOUS DEPTS- WORK COMP D TORT LIABILITY		LIBRARY	550.00
	7/08/14	VARIOUS DEPTS- WORK COMP D TORT LIABILITY		PARK & RECREATION	275.00
	7/08/14	VARIOUS DEPTS- WORK COMP D TORT LIABILITY		CEMETERY	768.00
	7/08/14	ADM/CEM/WATER-FY15 WORK CO TORT LIABILITY		CEMETERY	1,697.00
	7/08/14	ADM/CEM/WATER-FY15 WORK CO TORT LIABILITY		CLERK & TREASURER	1,198.00
	7/08/14	ADM/CEM/WATER-FY15 WORK CO WATER FUND		WATER OPERATING	359.00_
				TOTAL:	10,847.00_
INTERNATIONAL INST OF MUNICIPAL CLERKS	7/21/14	ADMIN -IIMC DUES FY15 MUCK	GENERAL FUND	CLERK & TREASURER	145.00
	7/21/14	ADMIN- IIMC DUES FY15 BRAN	GENERAL FUND	CLERK & TREASURER	85.00
	7/02/14	ADMIN - CMC DESIGNATION FE	GENERAL FUND	CLERK & TREASURER	100.00_
				TOTAL:	330.00_
IOWA ASSN. MUN. UTILITIES	7/21/14	SEWER - ISWEP DUES	SEWER FUND	SEWER OPERATING	510.00_
				TOTAL:	510.00_
IOWA CITY LANDSCAPING & GARDEN	7/08/14	STREETS - MAHER PLANTING	GENERAL FUND	ROADS AND STREETS	511.50_
				TOTAL:	511.50_
IOWA CITY PRESS-CITIZEN	7/21/14	LIBRARY - SUBSCRIPTION	LIBRARY	LIBRARY	216.41_
				TOTAL:	216.41_
IOWA CITY/COUNTY MANAGEMENT ASSOC.	7/21/14	ADMIN - FY15 DUES	GENERAL FUND	CLERK & TREASURER	120.00_
				TOTAL:	120.00_
IOWA DEPARTMENT OF NATURAL RESOURCES	7/21/14	WATER - FY15 WATER SUPPLY	WATER FUND	WATER OPERATING	271.47_
				TOTAL:	271.47_
IOWA DEPARTMENT OF PUBLIC SAFETY	7/21/14	POLICE - FY15 ANNUAL FEE	GENERAL FUND	POLICE OPERATION	1,200.00_
				TOTAL:	1,200.00_
IOWA LEAGUE OF CITIES	7/21/14	ADMIN - FY15 MEMBER DUES	GENERAL FUND	CLERK & TREASURER	1,227.00_
				TOTAL:	1,227.00_
IOWA ONE CALL	7/21/14	WATER/SEWER - SERVICE	WATER FUND	WATER OPERATING	20.70
	7/21/14	WATER/SEWER - SERVICE	SEWER FUND	SEWER OPERATING	20.70_
				TOTAL:	41.40_
IOWA RURAL WATER ASSOC.	7/21/14	WATER - FALL CONF TRAINING	WATER FUND	WATER OPERATING	130.00_
				TOTAL:	130.00_
JOEY DEAN WENNDT	7/21/14	FIRE - JULY TRAINING	GENERAL FUND	FIRE OPERATION	150.00_
				TOTAL:	150.00_

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
JOHNSON COUNTY EMERGENCY MANAGEMENT AG	7/21/14	FIRE - FY15 HAZMAT 28E	GENERAL FUND	FIRE OPERATION	47.50_
				TOTAL:	47.50_
JOHNSON COUNTY REFUSE INC.	7/02/14	SOLID WASTE - RECYCLING JU	GENERAL FUND	SOLID WASTE	3,690.75_
				TOTAL:	3,690.75_
KEVIN D OLSON	7/21/14	LEGAL SERVICES FOR JULY 20	GENERAL FUND	LEGAL SERVICES	1,500.00_
				TOTAL:	1,500.00_
L. L. PELLING CO. INC	7/21/14	STREETS - GREEN ST/N MAPLE	GENERAL FUND	ROADS AND STREETS	26,000.00
	7/21/14	STREETS - GREEN ST/N MAPLE	ROAD USE TAX	ROADS & STREETS	35,442.80_
				TOTAL:	61,442.80
LENOCH & CILEK	7/21/14	PARK & REC - SUPPLIES	GENERAL FUND	PARK & RECREATION	26.25_
				TOTAL:	26.25
LIBERTY COMMUNICATIONS	7/02/14	VARIOUS DEPT - PHONE SERVI	GENERAL FUND	POLICE OPERATION	146.82
	7/02/14	VARIOUS DEPT - PHONE SERVI	GENERAL FUND	FIRE OPERATION	121.81
	7/02/14	VARIOUS DEPT - PHONE SERVI	GENERAL FUND	FIRE OPERATION	39.02
	7/02/14	VARIOUS DEPT - PHONE SERVI	GENERAL FUND	PARK & RECREATION	138.53
	7/02/14	VARIOUS DEPT - PHONE SERVI	GENERAL FUND	CLERK & TREASURER	257.81
	7/02/14	VARIOUS DEPT - PHONE SERVI	GENERAL FUND	LOCAL CABLE ACCESS	57.27
	7/02/14	VARIOUS DEPT - PHONE SERVI	CIVIC CENTER	TOWN HALL	37.92
	7/02/14	VARIOUS DEPT - PHONE SERVI	LIBRARY	LIBRARY	172.39
	7/02/14	VARIOUS DEPT - PHONE SERVI	ROAD USE TAX	ROADS & STREETS	43.46
	7/02/14	VARIOUS DEPT - PHONE SERVI	WATER FUND	WATER OPERATING	43.45
	7/02/14	VARIOUS DEPT - PHONE SERVI	SEWER FUND	SEWER OPERATING	43.45_
				TOTAL:	1,101.93
LIBRARICA LLC	7/21/14	LIBRARY - SUPPORT RENEWAL	LIBRARY	LIBRARY	313.35_
				TOTAL:	313.35
LINN COUNTY R.E.C.	7/08/14	STREETS - UTILITIES	GENERAL FUND	STREET LIGHTING	135.00_
				TOTAL:	135.00
LYNCH'S EXCAVATING INC	7/21/14	SEWER - SERVICE	SEWER FUND	SEWER OPERATING	110.00_
				TOTAL:	110.00
LYNCH'S PLUMBING INC	7/21/14	FIRE - SERVICE	GENERAL FUND	FIRE OPERATION	79.00
	7/21/14	WATER-CURB STOP 203 CEDAR	WATER FUND	WATER OPERATING	486.00_
				TOTAL:	565.00
MARY BALDWIN	7/02/14	PARK & REC - YOUTH UMPIRE	GENERAL FUND	PARK & RECREATION	75.00_
				TOTAL:	75.00
MATT PARROTT/STOREY KENWORTHY	7/08/14	WATER/SEWER - UTILITY BILL	WATER FUND	WATER OPERATING	239.26
	7/08/14	WATER/SEWER - UTILITY BILL	SEWER FUND	SEWER OPERATING	239.26_
				TOTAL:	478.52
MIDWEST FRAME & AXLE	7/21/14	FIRE - SERVICE TRUCK	GENERAL FUND	FIRE OPERATION	1,738.66_
				TOTAL:	1,738.66
MIDWEST JANITORIAL SERVICE INC	7/21/14	LIB/TH/ADMIN/POLICE - CLEA	GENERAL FUND	POLICE OPERATION	43.98
	7/21/14	LIB/TH/ADMIN/POLICE - CLEA	GENERAL FUND	CLERK & TREASURER	79.17
	7/21/14	LIB/TH/ADMIN/POLICE - CLEA	CIVIC CENTER	TOWN HALL	224.32
	7/21/14	LIB/TH/ADMIN/POLICE - CLEA	LIBRARY	LIBRARY	299.09

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	646.56
MISCELLANEOUS V COLEMAN FENNER	7/02/14	COLEMAN FENNER: P&R YOUTH	GENERAL FUND	PARK & RECREATION	75.00
HALEY POULA	7/02/14	HALEY POULA: P&R YOUTH UMP	GENERAL FUND	PARK & RECREATION	75.00
				TOTAL:	150.00
MUNICIPAL SUPPLY INC.	7/21/14	WATER - SUPPLIES	WATER FUND	WATER OPERATING	62.93
				TOTAL:	62.93
NATIONAL PARK SERVICE	7/02/14	COMM&CULT - SUMMER CONCERT	GENERAL FUND	COMM & CULTURAL DEVEL	500.00
				TOTAL:	500.00
OASIS ELECTRIC LLC	7/21/14	P&R- NEW SRV LIONS FIELD	GENERAL FUND	PARK & RECREATION	3,476.75
				TOTAL:	3,476.75
OVERDRIVE INC	7/21/14	LIBRARY - EBOOKS	LIBRARY	LIBRARY	69.97
	7/21/14	LIBRARY - EBOOKS	LIBRARY	LIBRARY	42.97
	7/21/14	LIBRARY - AUDIOBOOK	LIBRARY	LIBRARY	47.50
	7/21/14	LIBRARY - EBOOKS	LIBRARY	LIBRARY	106.99
				TOTAL:	267.43
PITNEY BOWES GLOBAL FINANCIAL SERVICES	7/21/14	LIBRARY - POSTAGE METER LE	LIBRARY	LIBRARY	120.00
				TOTAL:	120.00
PITNEY BOWES INC	7/21/14	ADMIN - POSTAGE METER	GENERAL FUND	CLERK & TREASURER	227.50
				TOTAL:	227.50
PITNEY BOWES PURCHASE POWER	7/21/14	ADMIN/WATER/SEWER - POSTAG	GENERAL FUND	CLERK & TREASURER	166.67
	7/21/14	ADMIN/WATER/SEWER - POSTAG	WATER FUND	WATER OPERATING	166.67
	7/21/14	ADMIN/WATER/SEWER - POSTAG	SEWER FUND	SEWER OPERATING	166.66
				TOTAL:	500.00
PLUMBERS SUPPLY CO.	7/21/14	WATER - SUPPLIES	WATER FUND	WATER OPERATING	179.52
				TOTAL:	179.52
PLUNKETT'S PEST CONTROL INC	7/21/14	ADMIN - PEST CONTROL	GENERAL FUND	CLERK & TREASURER	47.59
	7/21/14	TOWN HALL - PEST CONTROL	CIVIC CENTER	TOWN HALL	45.76
				TOTAL:	93.35
PORT 'O' JONNY INC.	7/21/14	PARK & REC - SERVICE	GENERAL FUND	PARK & RECREATION	87.00
	7/21/14	CEMETERY - SERVICE	GENERAL FUND	CEMETERY	87.00
				TOTAL:	174.00
QC ANALYTICAL SERVICES LLC	7/08/14	SEWER-WASTEWATER TRAINING	SEWER FUND	SEWER OPERATING	125.00
	7/21/14	SEWER - TESTING	SEWER FUND	SEWER OPERATING	584.00
				TOTAL:	709.00
QUALITY ENGRAVED SIGNS	7/21/14	ADMIN - NAMEPLATE	GENERAL FUND	CLERK & TREASURER	16.75
				TOTAL:	16.75
QUILL CORP	7/21/14	ADMIN - LASER POINTERS	GENERAL FUND	CLERK & TREASURER	41.98
	7/21/14	ADMIN - OFFICE SUPPLIES	GENERAL FUND	CLERK & TREASURER	40.38
	7/21/14	ADMIN - OFFICE SUPPLIES	GENERAL FUND	CLERK & TREASURER	69.62
	7/21/14	LIBRARY - OFFICE SUPPLIES	LIBRARY	LIBRARY	17.85
	7/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	29.99
	7/21/14	LIBRARY - OFFICE SUPPLIES	LIBRARY	LIBRARY	27.09

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	7/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	15.19
	7/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	7.14
	7/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	17.29
	7/21/14	LIBRARY - OFFICE SUPPLIES	LIBRARY	LIBRARY	32.05
	7/21/14	LIBRARY - OFFICE SUPPLIES	LIBRARY	LIBRARY	28.67
	7/21/14	LIBRARY - OFFICE SUPPLIES	LIBRARY	LIBRARY	27.09
	7/21/14	LIBRARY - OFFICE SUPPLIES	LIBRARY	LIBRARY	61.75
	7/21/14	LIBRARY - OFFICE SUPPLIES	LIBRARY	LIBRARY	3.59
				TOTAL:	419.68
RIVER PRODUCTS COMPANY INC	7/21/14	STREETS - ROADSTONE	ROAD USE TAX	ROADS & STREETS	234.84
				TOTAL:	234.84
S & G MATERIALS	7/21/14	STREETS - SAND	ROAD USE TAX	ROADS & STREETS	69.40
				TOTAL:	69.40
SENECA COMPANIES	7/08/14	STREETS - SERVICE SOIL SAM	ROAD USE TAX	ROADS & STREETS	1,755.00
				TOTAL:	1,755.00
SHANELLE M PEDEN	7/21/14	CABLE - VIDEOTAPING	GENERAL FUND	LOCAL CABLE ACCESS	150.00
				TOTAL:	150.00
SPRINGDALE AGENCY	7/21/14	STREETS - W/C 2013 AUDIT P	TORT LIABILITY	ROADS & STREETS	1,419.00
				TOTAL:	1,419.00
TERENCE J GOERDT	7/21/14	ADMIN - BUILDING INSPECTIO	GENERAL FUND	CLERK & TREASURER	245.00
				TOTAL:	245.00
THE PARK IT BIKE RACKS COMPANY	7/21/14	PARK&REC - BIKE RACK	GENERAL FUND	PARK & RECREATION	753.77
				TOTAL:	753.77
TREASURER STATE OF IOWA	7/10/14	IOWA SALES TAX - JUNE 2014	WATER FUND	WATER OPERATING	2,239.05
	7/10/14	IOWA SALES TAX - JUNE 2014	SEWER FUND	WATER OPERATING	372.95
				TOTAL:	2,612.00
TRUGREEN PROCESSING CENTER	7/21/14	PARK & REC-SERVICE LIONS F	GENERAL FUND	PARK & RECREATION	590.00
				TOTAL:	590.00
TYLER TECHNOLOGIES	7/08/14	ADM/WTR/SEW/CEM-SOFT SUB F	GENERAL FUND	CEMETERY	587.00
	7/08/14	ADM/WTR/SEW/CEM-SOFT SUB F	GENERAL FUND	CLERK & TREASURER	3,756.00
	7/08/14	ADM/WTR/SEW/CEM-SOFT SUB F	WATER FUND	WATER OPERATING	2,017.50
	7/08/14	ADM/WTR/SEW/CEM-SOFT SUB F	SEWER FUND	SEWER OPERATING	2,017.50
				TOTAL:	8,378.00
UNIVERSITY OF IOWA: STATE HYGIENIC LAB	7/21/14	WATER - TESTING	WATER FUND	WATER OPERATING	24.00
				TOTAL:	24.00
UPS	7/02/14	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	12.63
	7/08/14	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	34.01
	7/21/14	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	25.26
				TOTAL:	71.90
UPSTART	7/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	15.90
				TOTAL:	15.90
US BANK EQUIPMENT FINANCE	7/21/14	LIBRARY - COPIER CONTRACT	LIBRARY	LIBRARY	76.32

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
				TOTAL:	76.32
VEENSTRA & KIMM INC.	7/21/14	STREETS - ENG 2015 CIP EST	GENERAL FUND	ROADS AND STREETS	244.00
	7/21/14	STREETS-ENG OLIPHANT EASEM	GENERAL FUND	ROADS AND STREETS	4,304.80
	7/21/14	LEGAL-ENG LEGAL RESEARCH	GENERAL FUND	LEGAL SERVICES	245.00
	7/21/14	LEGAL-ENG PV PT 4 STORM DR	GENERAL FUND	LEGAL SERVICES	1,142.00
	7/21/14	P&Z - ENG CASEY'S TURN LAN	GENERAL FUND	COMMISSION	2,968.15
	7/21/14	P&Z - ENG HS PARKING SITE	GENERAL FUND	COMMISSION	122.00
	7/21/14	STREETS-ENG W MAIN ST STUD	ROAD USE TAX	ROADS & STREETS	423.40
	7/21/14	SEWER-ENG SAN SYS REHAB 1	SEWER FUND	SEWER OPERATING	1,035.00
	7/21/14	SEWER-ENG SAN SYS REHAB 1	SEWER FUND	SEWER OPERATING	1,680.16
	7/21/14	SEWER - ENG WASTE TREAT PL	SEWER FUND	SEWER OPERATING	942.85
	7/21/14	SEWER-ENG SAN SEWER PH 2&3	SEWER FUND	SEWER OPERATING	1,000.00
				TOTAL:	14,107.36
WAGWORKS	7/08/14	FLEX - HCFSA2014 PAYMENT	BC/BS FLEXIBLE BEN	INVALID DEPARTMENT	5.00
				TOTAL:	5.00
WALMART COMMUNITY/GEMB	7/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	192.60
	7/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	123.86
	7/21/14	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	13.67
				TOTAL:	330.13
WEST BRANCH FIREFIGHTERS	7/02/14	FIRE-PAYROLL DUES 6/13 - 5	GENERAL FUND	FIRE OPERATION	31,720.00
				TOTAL:	31,720.00
WEST BRANCH REPAIRS	7/21/14	FIRE - SERVICE #191 TRUCK	GENERAL FUND	FIRE OPERATION	1,669.50
	7/21/14	STREETS - SERVICE 04 F350	ROAD USE TAX	ROADS & STREETS	1,067.20
				TOTAL:	2,736.70
WEST BRANCH TIMES	7/21/14	LEGAL - PUBLICATIONS	GENERAL FUND	LEGAL SERVICES	1,882.63
				TOTAL:	1,882.63
WEX BANK	7/21/14	POLICE - FUEL	GENERAL FUND	POLICE OPERATION	519.28
				TOTAL:	519.28
WINDSTAR LINES INC	7/08/14	PARK&REC - DEPOSIT FOR BUS	GENERAL FUND	PARK & RECREATION	100.00
				TOTAL:	100.00
WOOD PRODUCTS OF IOWA L.L.C.	7/21/14	STREETS - GRIND BRUSH PILE	ROAD USE TAX	ROADS & STREETS	9,146.00
				TOTAL:	9,146.00
**PAYROLL EXPENSES	7/01/2014 - 7/31/2014		GENERAL FUND	POLICE OPERATION	6,165.72
			GENERAL FUND	ROADS AND STREETS	2,371.51
			GENERAL FUND	PARK & RECREATION	2,298.94
			GENERAL FUND	CEMETERY	3,032.50
			GENERAL FUND	MAYOR AND COUNCIL	200.00
			GENERAL FUND	CLERK & TREASURER	1,959.91
			GENERAL FUND	LOCAL CABLE ACCESS	552.18
			LIBRARY	LIBRARY	3,834.93

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
**PAYROLL EXPENSES			WATER FUND	WATER OPERATING	3,895.20
			SEWER FUND	SEWER OPERATING	3,637.41
				TOTAL:	27,948.30

===== FUND TOTALS =====

001	GENERAL FUND	152,691.78
022	CIVIC CENTER	585.61
031	LIBRARY	10,389.07
036	TORT LIABILITY	11,907.00
110	ROAD USE TAX	49,850.41
112	TRUST AND AGENCY	1,472.58
226	GO DEBT SERVICE	8,364.57
600	WATER FUND	14,508.82
610	SEWER FUND	18,243.68
950	BC/BS FLEXIBLE BENEFIT	5.00

	GRAND TOTAL:	268,018.52

Todd Thurman
224 Scott Dr.
West Branch, IA
July 11, 2014

Mike Horihan
Chief of Police
City of West Branch
105 S. 2nd St.
West Branch, IA 52358

Dear Chief Horihan:

Please consider this letter my formal resignation from my position as Lead Reserve Officer with the West Branch Police Department. My last day with the department will be July 25, 2014. At your convenience, I will be glad to discuss the reassignment of my work to others.

My resignation is a result of an out of state relocation. It has been my pleasure to serve the West Branch community as a Reserve Police Officer for the last four years. I consider myself fortunate to have served under and along with many fine law enforcement professionals. West Branch is fortunate to have such exemplary officers and I appreciate the opportunities I've had to work with and learn from them.

If I can be of any assistant to you or the department during the next two weeks or anytime after, please don't hesitate to ask.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd Thurman', with a long horizontal flourish extending to the right.

Todd Thurman, Badge # 16-12R1
Lead Reserve Officer

ORDINANCE NO. 724

AN ORDINANCE AMENDING TITLE CHAPTER 69 “PARKING REGULATONS”

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 69 “PARKING REGULATIONS” of the Code of West Branch, Iowa is hereby amended by adding the following subsection, Section 69.08.66:

69.08 - NO PARKING ZONES

66. The north side of Greenview Drive beginning at the east property line of 5 Greenview Drive and extending west 320 feet.

2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
4. 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 21st day of July, 2014.

First Reading: June 2, 2014

Second Reading: June 23, 2014

Third Reading: July 21, 2014

Mark Worrell, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1215

RESOLUTION DIRECTING THE CITY ADMINISTRATOR TO SEND A LETTER TO CERTAIN PEDERSEN VALLEY PART IV RESIDENTS ON STORMWATER ISSUES.

WHEREAS, certain residents in Pedersen Valley Part IV voiced concerns about stormwater issues on their properties at the May 19, 2014 City Council Meeting; and

WHEREAS, the City Council would like to clearly make the City's position on these issues known to these property owners; and

WHEREAS, the City Council has tasked City Staff to prepare an answer for these property owners on the City's position regarding these matters.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council hereby directs the City Administrator to send the letter attached as "Exhibit A" to certain residents in Pedersen Valley Part IV.

Passed and approved this 21st day of July, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION 1216

RESOLUTION APPROVING THOSE CERTAIN AGREEMENTS IN CONNECTION WITH THE OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2 PROJECT.

WHEREAS, the City of West Branch is concerned about the safety of children walking to and from school; 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 Oliphant Street Sidewalk Project, which proposes a five foot sidewalk on the west and north sides of Oliphant Street from Crestview Drive to North Downey Street, is one of the these projects; and

WHEREAS, City staff and elected officials have discussed the proposed project with thirteen 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 thirteen property owners; and

WHEREAS, these easement agreements 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 any and all easement agreements with the Owners necessary to complete the project 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 21st day of July, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Prepared by: Kevin D. Olson, P.O. Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

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

THIS AGREEMENT, made and entered into by and between **Corey Baker**, a single person, and **Jessie L. Kent**, a single person,, 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 “Oliphant Street Sidewalk Improvements – Phase II.”
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 1 day of July, 2014.

GRANTORS:

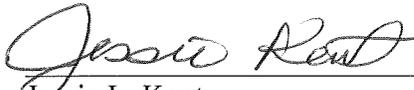
CITY OF WEST BRANCH:



Corey Baker

Mark Worrell, Mayor

ATTEST:



Jessie L. Kent

Matt Muckler, City Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this _____ day of _____, 2014, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Mark Worrell 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 Mark Worrell 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 1st day of July, 2014, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Corey Baker** a single person, who executed this instrument as his voluntary act and deed.



Shanelle M. Peden
Notary Public in and for the State of Iowa

TATE OF IOWA, COUNTY OF CEDAR, ss:

On this 1st day of July, 2014, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Jessie L. Kent**, a single person, who executed this instrument as his voluntary act and deed.



Shanelle M. Peden
Notary Public in and for the State of Iowa

Exhibit A

PLOTTED: Thursday, June 05, 2014 10:39:46 PM

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

Perpetual Easement Description

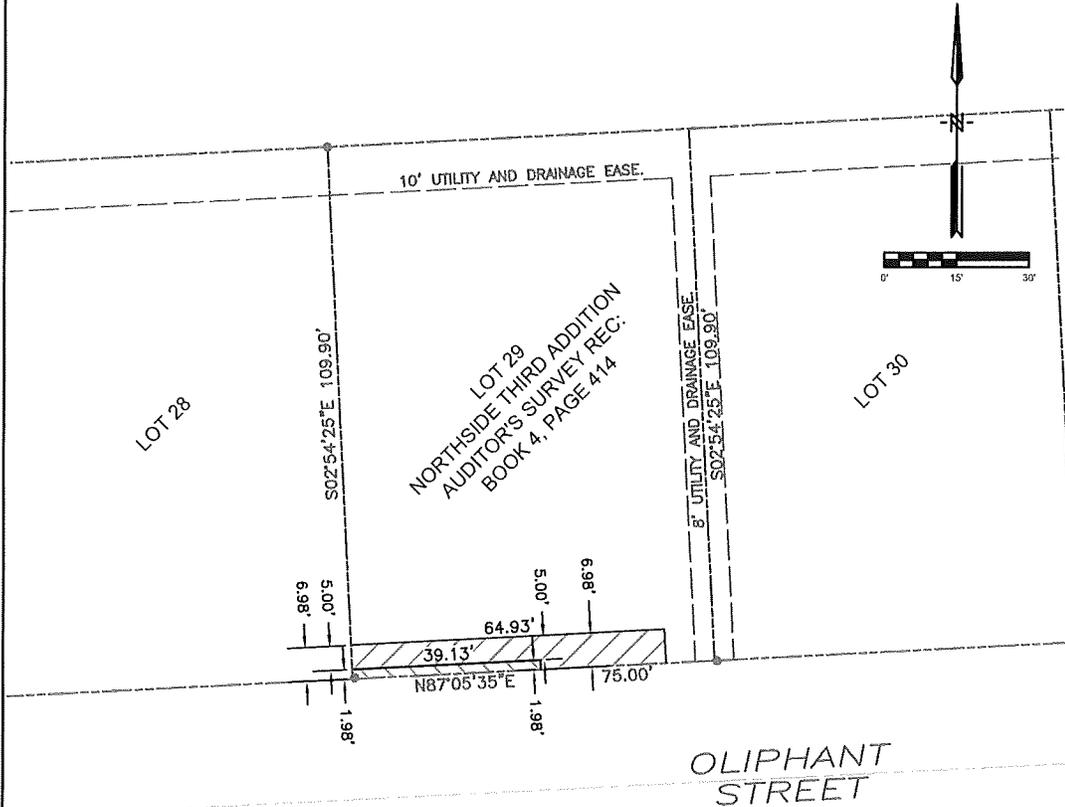
A perpetual sidewalk easement located in Lot 29, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Southerly 1.98 feet of the Westerly 39.13 feet of said Lot 29. Said perpetual easement contains 77 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 29, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

The Northerly 5.00 feet of the Southerly 6.98 feet of the Westerly 39.13 feet AND the Southerly 6.98 feet of the Easterly 25.80 feet of the Westerly 64.93 feet of said Lot 29. Said temporary easement contains 376 square feet.



OWNER:
BAKER, COREY
KENT, JESSIE L.

LEGEND

- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
- ▨ PERPETUAL SIDEWALK EASEMENT 77 SQUARE FEET
- ▨ TEMPORARY CONSTRUCTION EASEMENT 376 SQUARE FEET

X-REFS: 369128 Design C:\USERS\BRIAN\DESKTOP\EASEMENTS\PE-04 BAKER-KENT EASEMENT_REV 2014.6-5

SCALE	AS NOTED
DRAWN	BCT
CHECKED	ALG
APPROVED	DRS
DATE	6-5-2014
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-04
PROJECT	369128

Prepared by: Kevin D. Olson, P.O. Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

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

THIS AGREEMENT, made and entered into by and between **Kevin D. Blaalid and Joann M. Blaalid**, 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 “Oliphant Street Sidewalk Improvements – Phase II.”
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.

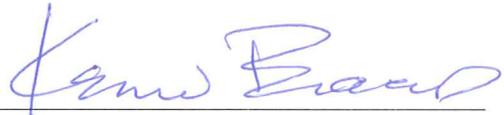
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the original construction of the Sidewalk Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as prior to construction 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 14 day of May June, 2014. *WB*

GRANTORS:

CITY OF WEST BRANCH:


Kevin D. Blaalid

Mark Worrell, Mayor

ATTEST:


Joann M. Blaalid

Matt Muckler, City Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

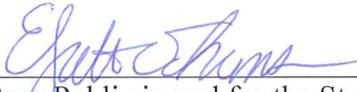
On this _____ day of _____, 2014, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Mark Worrell and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, 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 Mark Worrell 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 14 day of June, 2014, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Kevin D. Bhaalid and Joann M. Bhaalid**, husband and wife, who executed this instrument as their voluntary act and deed.





Notary Public in and for the State of Iowa

Exhibit A

PLOTTED: Thursday, June 05, 2014 11:07:28 PM

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

Perpetual Easement Description

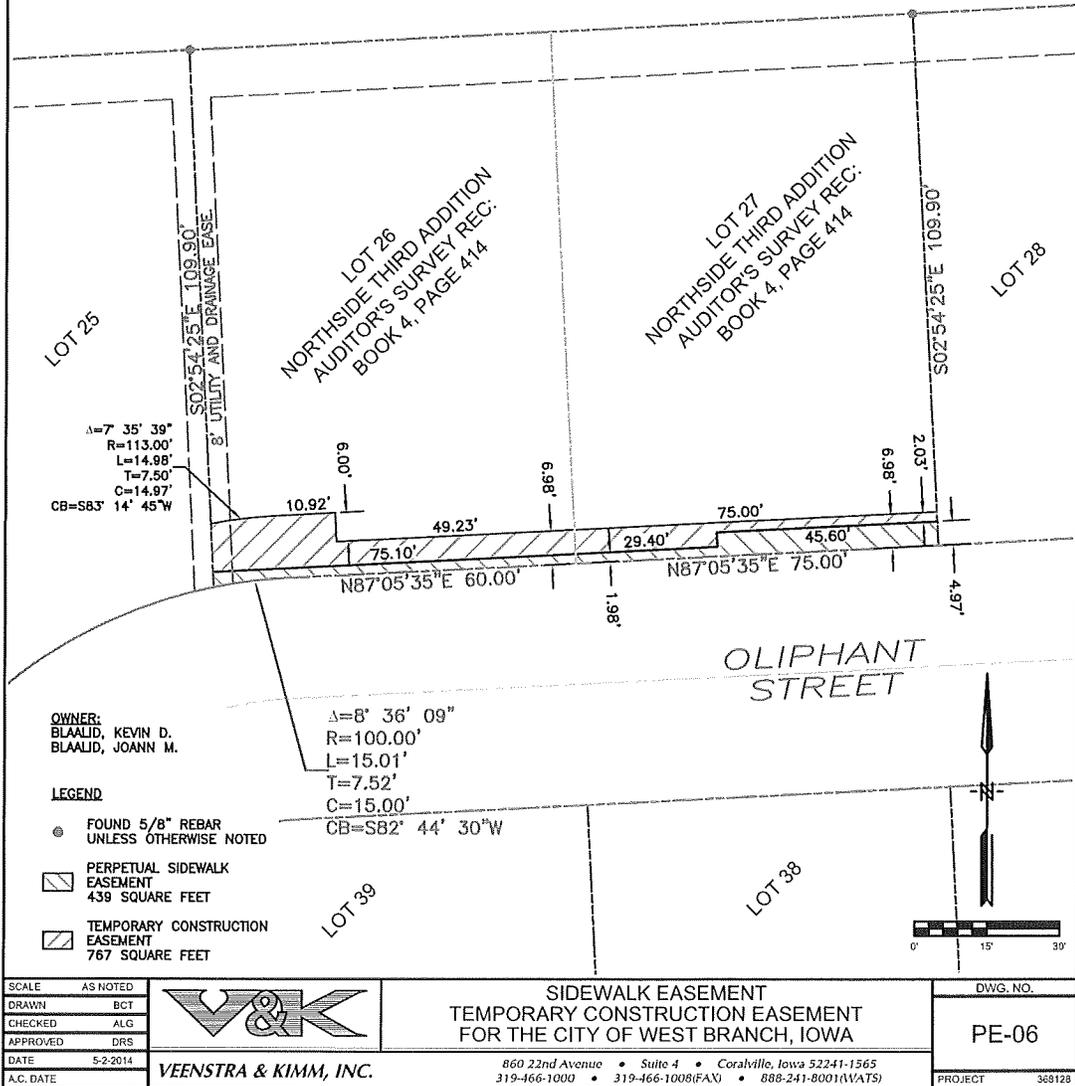
A perpetual sidewalk easement located in Lot 26 and Lot 27, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Southerly 4.97 feet of the Easterly 45.60 feet of said Lot 27 AND the Southerly 1.98 feet of the Westerly 29.40 feet of said Lot 27 AND The Southerly 1.98 feet of said Lot 26. Said perpetual easement contains 439 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 26 and Lot 27, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

The Northerly 2.03 feet of the Southerly 6.98 feet of said Lot 27 AND the Northerly 5.00 feet of the Southerly 6.98 feet of the Westerly 29.40 feet of said Lot 27 AND the Northerly 5.00 feet of the Southerly 6.98 feet of the Easterly 49.23 feet of said Lot 26 AND the Northerly 11.00 feet of the Southerly 12.98 feet of the Westerly 25.90 feet of said Lot 26. Said temporary easement contains 767 square feet.



X-REFS: 369128.dwg CAUSE: SRRANDSEKTOP/EASEMENTS/PE-06 BLAALID EASEMENT

Prepared by: Kevin D. Olson, P.O. Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

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

THIS AGREEMENT, made and entered into by and between **Roger B. Bowen and Dorthy E. Bowen**, 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 “Oliphant Street Sidewalk Improvements – Phase II.” In addition, the CITY will install a four-inch rock base under this sidewalk.
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 23 day of June, 2014.

GRANTORS:

CITY OF WEST BRANCH:

Roger B. Bowen
Roger B. Bowen

Mark Worrell, Mayor

ATTEST:

Dorothy E. Bowen
Dorothy E. Bowen

Matt Muckler, City Clerk

Dorothy

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this _____ day of _____, 2014, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Mark Worrell 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 Mark Worrell 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 23rd day of June, 2014, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Roger B. Bowen and Dorthy E. Bowen**, husband and wife, who executed this instrument as their voluntary act and deed.

Dorthy



Shanelle M. Peden
Notary Public in and for the State of Iowa

Exhibit A

PLOTTED: Thursday, June 05, 2014 9:52:15 PM

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

Perpetual Easement Description

A perpetual sidewalk easement located in Lot 22 and Lot 23, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Easterly 10.00 feet of the Northerly 33.89 feet of said Lot 23 AND the Easterly 12.00 feet of the Southerly 41.16 feet of said Lot 23 AND the Easterly 12.00 feet of the Northerly 64.32 feet of said Lot 22 AND the Easterly 10.00 feet of the Southerly 12.47 feet of said Lot 22. Said perpetual easement contains 1,720 square feet.

Temporary Easement Description

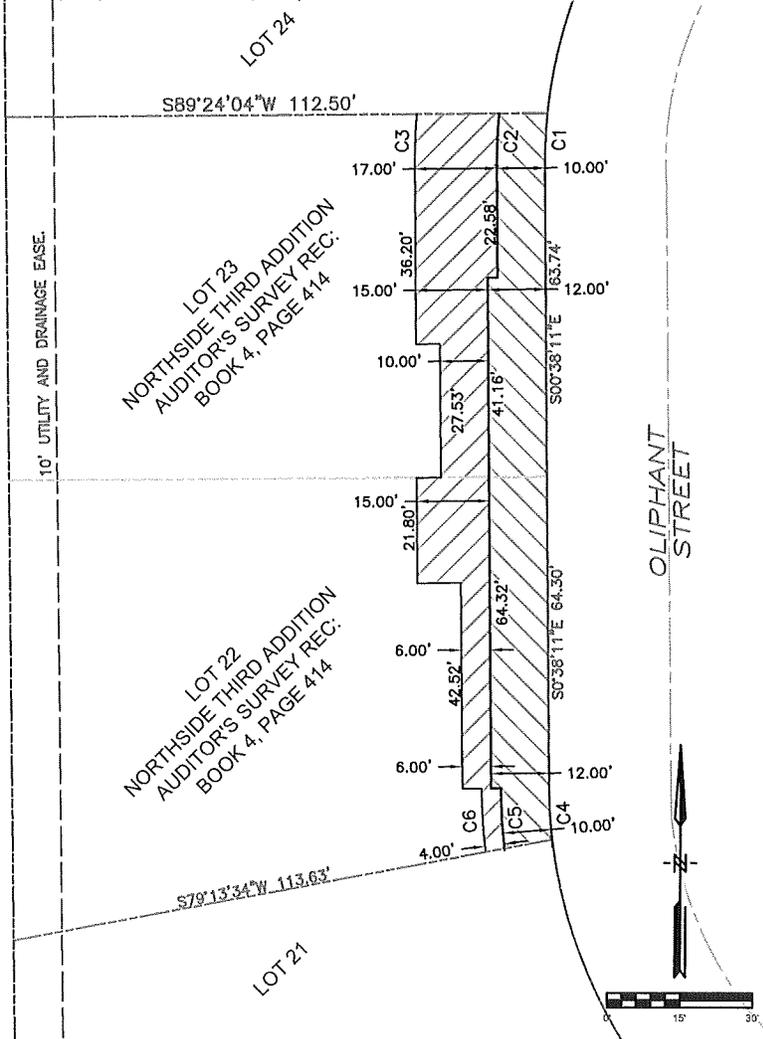
A temporary construction easement located in Lot 22 and Lot 23, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

The Westerly 17.00 feet of the Easterly 27.00 feet of the Northerly 33.89 feet of said Lot 23 AND the Westerly 15.00 feet of the Easterly 27.00 feet of the Southerly 13.79 feet of the Northerly 47.68 feet of said Lot 23 AND the Westerly 10.00 foot of the Easterly 22.00 feet of the Southerly 27.53 feet of said Lot 23 AND the Westerly 15.00 feet of the Easterly 27.00 feet of the Northerly 21.79 feet of said Lot 22 AND the Westerly 6.00 feet of the Easterly 18.00 feet of the Southerly 42.52 feet of the Northerly 64.32 feet of said Lot 22 AND the Westerly 4.00 foot of the Easterly 14.00 feet of the Southerly 13.19 feet of said Lot 22. Said temporary easement contains 1,688 square feet.

CURVE TABLE				
CURVE	ARC LENGTH	DELTA	RADIUS	CHORD BEARING
C1	11.27'	6°27'18"	100.00'	S02°20'30"W
C2	11.31'	5°53'32"	110.00'	S02°03'37"W
C3	11.48'	5°10'43"	127.00'	S01°42'13"W
C4	10.71'	6°05'19"	100.77'	S02°46'48"E
C5	12.47'	6°26'52"	110.77'	S02°57'35"E
C6	13.19'	6°35'07"	114.77'	S04°00'59"E

OWNER:
BOWEN, ROGER B.
BOWEN, DORTHY E.

- LEGEND**
- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
 - ▨ PERPETUAL SIDEWALK EASEMENT 1,720 SQUARE FEET
 - ▨ TEMPORARY CONSTRUCTION EASEMENT 1,688 SQUARE FEET



X-REFS: 366178 Dwg07p FILE PATH: C:\USERS\BRANDEN\KTO\EASEMENTS\PE-08 BOWEN EASEMENT_REV 2014-6-5

SCALE	AS NOTED
DRAWN	BCT
CHECKED	ALG
APPROVED	DRS
DATE	5-2-2014
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(IVATS)

DWG. NO.	PE-08
PROJECT	366128

Prepared by: Kevin D. Olson, P.O. Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

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

THIS AGREEMENT, made and entered into by and between **Shannon A. Bucknell**, a single person, and **Kiersten M. Worrell**, a single person,, 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 “Oliphant Street Sidewalk Improvements – Phase II.”
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.

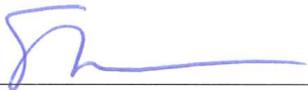
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the original construction of the Sidewalk Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as prior to construction 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 20 day of June, 2014.

GRANTORS:

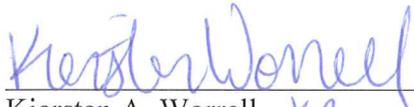
CITY OF WEST BRANCH:



Shannon A. Bucknell

Mark Worrell, Mayor

ATTEST:



Kiersten A. Worrell KB

Matt Muckler, City Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this _____ day of _____, 2014, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Mark Worrell 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 Mark Worrell 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:

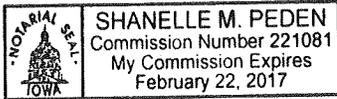
On this 20th day of June, 2014, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Shannon A. Bucknell** a single person, who executed this instrument as his voluntary act and deed.



Shanelle M. Peden
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this 20th day of June, 2014, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Kiersten M. Worrell**, a single person, who executed this instrument as his voluntary act and deed.



Shanelle M. Peden
Notary Public in and for the State of Iowa

Exhibit A

PREPARED BY: VEENSTRA & KIMM INC. - 860 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1565 - (319) 466-1000
 PLOTTED: Monday, June 09, 2014 1:57:57 PM

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

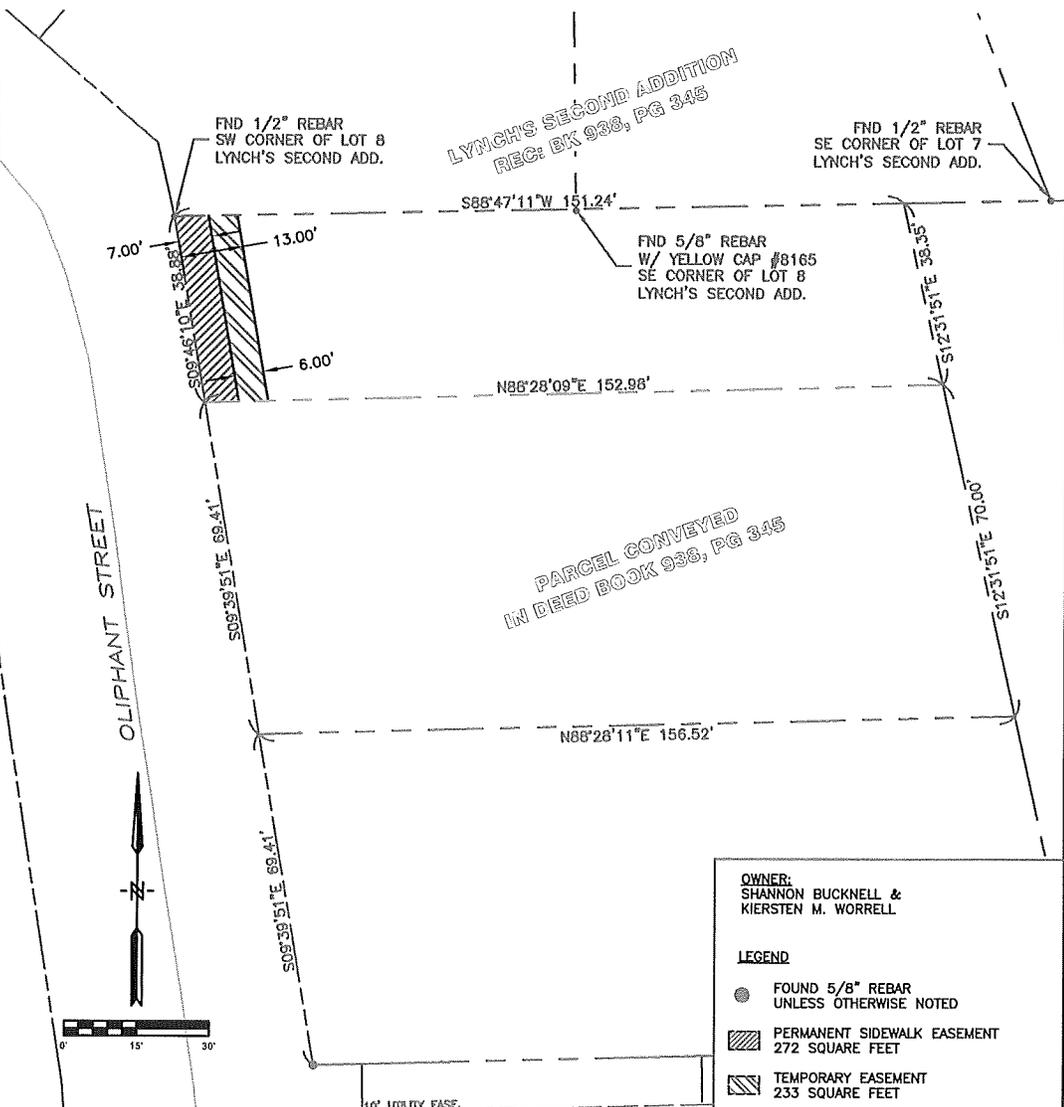
A permanent sidewalk easement located in that property conveyed to owner(s) recorded in Book 938, Page 345 of the Cedar County Records. Said permanent easement being more particularly described as:

The Westerly 7.0 feet of the Northerly 38.88 feet of said of said owner(s) property. Said temporary easement contains 272 square feet.

Temporary Easement Description

A temporary construction easement located in that property conveyed to owner(s) recorded in Book 938, Page 345 of the Cedar County Records. Said temporary easement being more particularly described as:

The Easterly 6.0 feet of the Westerly 13.0 feet of the Northerly 38.88 feet of said of said owner(s) property. Said temporary easement contains 233 square feet.



OWNER:
SHANNON BUCKNELL &
KIERSTEN M. WORRELL

- LEGEND**
- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
 - ▨ PERMANENT SIDEWALK EASEMENT 272 SQUARE FEET
 - ▧ TEMPORARY EASEMENT 233 SQUARE FEET

SCALE	AS NOTED
DRAWN	BCT
CHECKED	ALG
APPROVED	DRS
DATE	6-9-2014
A.C. DATE	



VEENSTRA & KIMM, INC.

**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-13
PROJECT	368128

X-REFS: Z:\WEST BRANCH 368128 OLIPHANT STREET SIDEWALK IMPROVEMENTS 2014 (SD)DRAWINGS\PRODUCTION DRAWINGS\EASEMENTS\PE-13 BUCKNELL-WORRELL PROPERTY EASEMENT_REVISION 2014-06-09

Prepared by: Kevin D. Olson, P.O. Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

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

THIS AGREEMENT, made and entered into by and between **Susan A. Collum**, 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 “Oliphant Street Sidewalk Improvements – Phase II.”
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 16 day of July, 2014.

GRANTORS:

CITY OF WEST BRANCH:

Susan A. Collum
Susan A. Collum

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Clerk

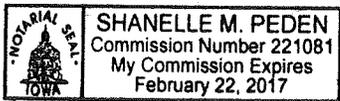
STATE OF IOWA, COUNTY OF CEDAR, ss:

On this _____ day of _____, 2014, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Mark Worrell 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 Mark Worrell 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 16th day of July, 2014, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Susan A. Collum**, who executed this instrument as her voluntary act and deed.



Shanelle M. Peden
Notary Public in and for the State of Iowa

Exhibit A

PLOTTED: Thursday, June 05, 2014 9:42:18 PM

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

Perpetual Easement Description

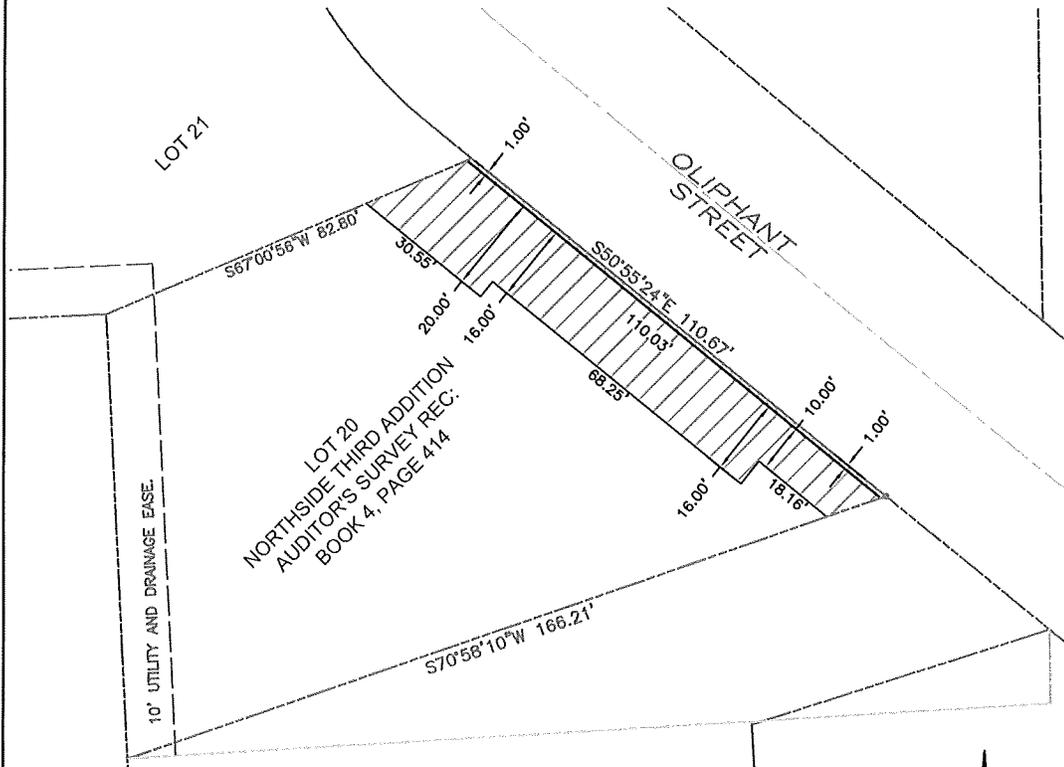
A perpetual sidewalk easement located in Lot 20, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Easterly 1.00 foot of said Lot 20. Said perpetual easement contains 111 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 20, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

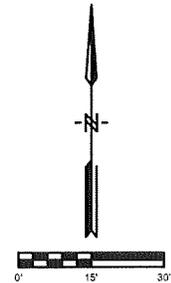
The Westerly 20.00 feet of the Easterly 21.00 feet of the Northerly 30.55 feet of said Lot 20 AND the Westerly 16.00 feet of the Easterly 17.00 feet of the Southerly 68.25 feet of the Northerly 98.80 feet of said Lot 20 AND the Westerly 10.00 feet of the Easterly 11.00 feet of the Southerly 18.16 feet of said Lot 20. Said temporary easement contains 1,778 square feet.



OWNER:
COLLUM, SUSAN A.

LEGEND

- ⊙ FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
- PERPETUAL SIDEWALK EASEMENT
111 SQUARE FEET
- TEMPORARY CONSTRUCTION EASEMENT
1,778 SQUARE FEET



X:REFS:368128.Dwg.plt
FILE PATH: C:\USERS\BRIAN\DESKTOP\EASEMENTS\PIPE-10 COLLUM EASEMENT_REV/2014-6-5

SCALE	AS NOTED
DRAWN	BCT
CHECKED	ALG
APPROVED	DRS
DATE	6-5-2014
A.C. DATE	

VEENSTRA & KIMM, INC.

**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-10
PROJECT
368128

Prepared by: Kevin D. Olson, P.O. Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

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

THIS AGREEMENT, made and entered into by and between **Marilyn A. Cook**, 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 “Oliphant Street Sidewalk Improvements – Phase II.”
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 June 27, 2014.

GRANTORS:

CITY OF WEST BRANCH:

Marilyn A. Cook
Marilyn A. Cook

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this _____ day of _____, 2014, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Mark Worrell 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 Mark Worrell 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 27th day of June, 2014, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Marilyn A. Cook**, who executed this instrument as her voluntary act and deed.



Shanelle M Peden
Notary Public in and for the State of Iowa

Exhibit A

PLOTTED: Thursday, June 05, 2014 11:01:57 PM

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

Perpetual Easement Description

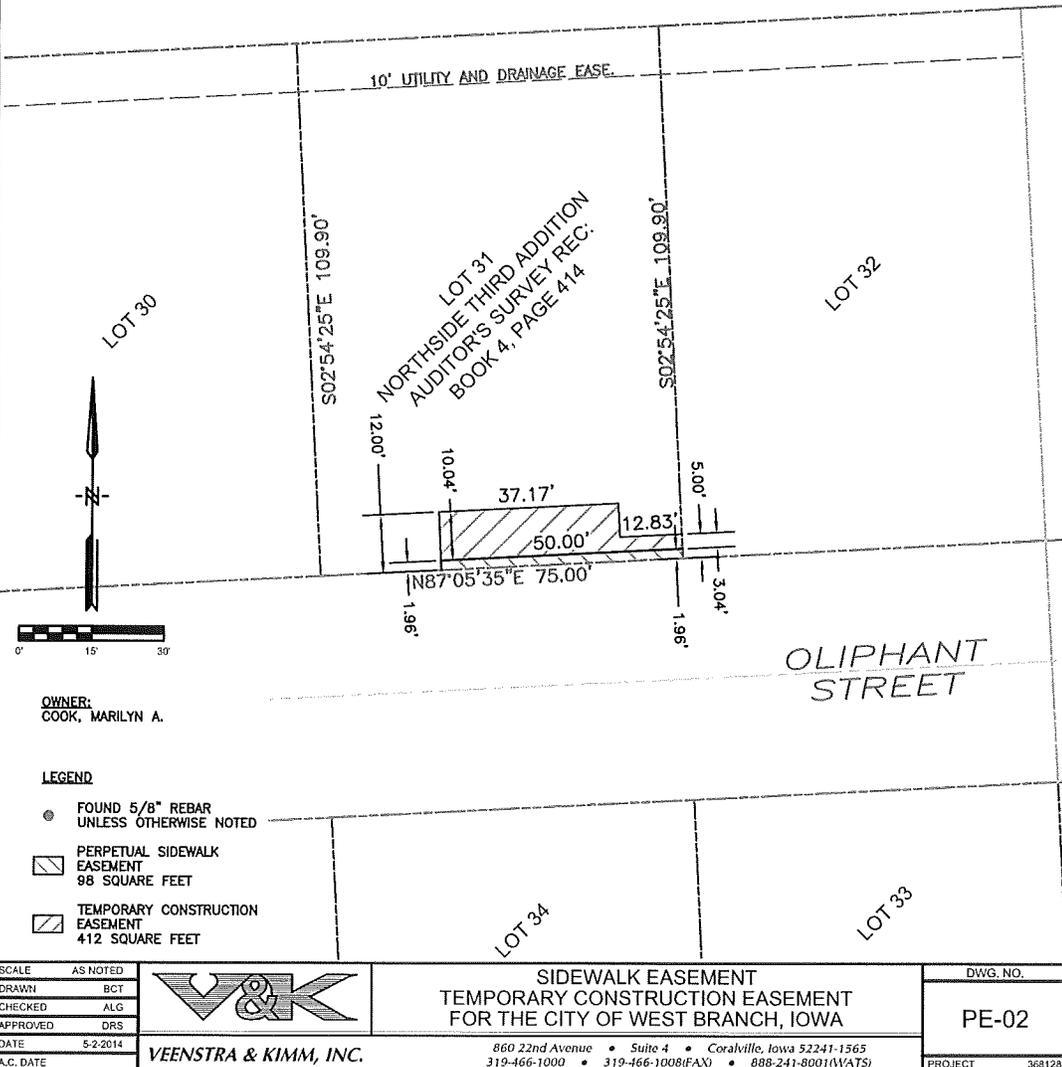
A perpetual sidewalk easement located in Lot 31, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Southerly 1.96 feet of the Easterly 50.00 feet of said Lot 31. Said perpetual easement contains 98 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 31, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

The Northerly 3.04 feet of the Southerly 5.00 feet of the Easterly 12.83 feet of said Lot 31 AND the Northerly 8.08 feet of the Southerly 12.00 feet of the Westerly 37.17 feet of the Easterly 50.00 feet of said Lot 31. Said temporary easement contains 412 square feet.



OWNER:
COOK, MARILYN A.

LEGEND

- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
- ▨ PERPETUAL SIDEWALK EASEMENT 98 SQUARE FEET
- ▨ TEMPORARY CONSTRUCTION EASEMENT 412 SQUARE FEET

SCALE	AS NOTED
DRAWN	BCT
CHECKED	ALG
APPROVED	DRS
DATE	5-2-2014
A.C. DATE	



VEENSTRA & KIMM, INC.

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-02
PROJECT	368128

X-REFS: 368128.Dwg; C:\USER\BRIAN\DESKTOP\EASEMENTS\PE-02 COOK EASEMENT_REV 2014-5

Prepared by: Kevin D. Olson, P.O. Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

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

THIS AGREEMENT, made and entered into by and between **Patricia Ann Hamer, as Trustee under the Revocable Trust Agreement of Patricia Ann Hamer**, 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 “Oliphant Street Sidewalk Improvements – Phase II.”
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 1 day of July, 2014.

GRANTORS:

CITY OF WEST BRANCH:

Patricia Ann Hamer
Patricia Ann Hamer, Trustee

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Clerk

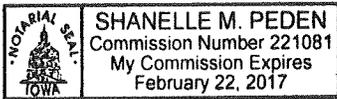
STATE OF IOWA, COUNTY OF CEDAR, ss:

On this _____ day of _____, 2014, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Mark Worrell 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 Mark Worrell 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 1st day of July, 2014, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Patricia Ann Hamer, Trustee under the Revocable Trust Agreement of Patricia Ann Hamer**, who executed this instrument as her voluntary act and deed.



Shanelle M. Peden
Notary Public in and for the State of Iowa

Exhibit A

PLOTTED: Monday, June 09, 2014, 1:59:07 PM

PREPARED BY: VEENSTRA & KIMM INC. - 660 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 8, Lynch's Second Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa, as recorded in Book 563, Page 96 of the Cedar County Records. Said permanent easement being more particularly described as:

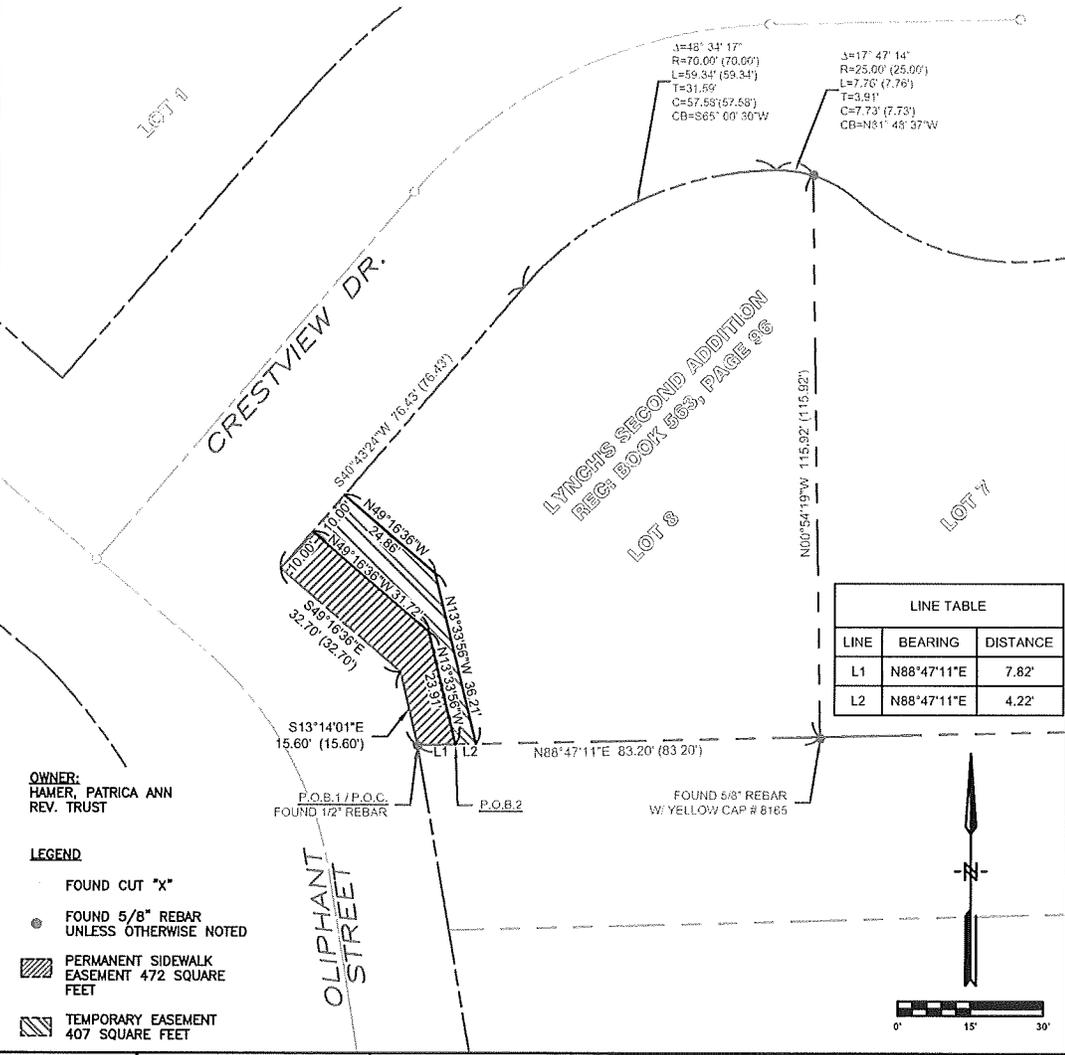
Beginning at the Southwest corner of said Lot 8, said point labeled as P.O.B.1; thence N88°47'11"E, 7.82 feet along the Southerly line of said Lot 8; thence N13°33'56"W, 23.91 feet; thence N49°16'36"W, 31.72 feet to the Northerly line of said Lot 8; thence S40°43'24"W, 10.00 feet along the Northerly line of said Lot 8 to the Northwest corner of said Lot 8; thence S49°16'36"E, 32.70 feet along the Westerly line of said Lot 8; thence S13°14'01"E, 15.60 feet along the Westerly line of said Lot 8 to the Point of Beginning. Said permanent easement contains 472 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 8, Lynch's Second Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa, as recorded in Book 563, Page 96 of the Cedar County Records. Said temporary easement being more particularly described as:

Commencing at the Southwest corner of said Lot 8, said point labeled as P.O.C.; thence N88°47'11"E, 7.82 feet along the Southerly line of said Lot 8 to the Point of Beginning, said point labeled as P.O.B.2; thence N88°47'11"E, 4.22 feet along the Southerly line of said Lot 8; thence N13°33'56"W, 36.21 feet; thence N49°16'36"W, 24.86 feet to the Northerly line of said Lot 8; thence S40°43'24"W, 10.00 feet along the Northerly line of said Lot 8, thence S49°16'36"E, 31.72 feet, thence S13°33'56"E, 23.91 feet to the Point of Beginning. Said temporary easement contains 407 square feet.

X-REFS: FILE PATH: Z:\WEST BRANCH 368128 OLIPHANT STREET SIDEWALK IMPROVEMENTS 2014 DSDRAWINGS\PRODUCTION DRAWINGS\EASEMENTS\PE-12 HAMER PROPERTY EASEMENT REVISED 2014-06-09



OWNER:
HAMER, PATRICA ANN
REV. TRUST

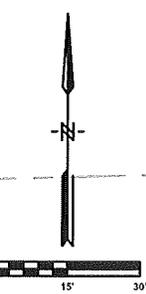
- LEGEND**
- FOUND CUT "X"
 - FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
 - ▨ PERMANENT SIDEWALK EASEMENT 472 SQUARE FEET
 - ▤ TEMPORARY EASEMENT 407 SQUARE FEET

SCALE	AS NOTED
DRAWN	BCT
CHECKED	ALG
APPROVED	DRS
DATE	6-9-2014
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(IVATS)



DWG. NO.	PE-12
PROJECT	368128

Prepared by: Kevin D. Olson, P.O. Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

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

THIS AGREEMENT, made and entered into by and between **Dorothy M. Holmes, as Trustee of the Holmes Family Trust dated January 12, 1996**, 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 “Oliphant Street Sidewalk Improvements – Phase II.”
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 24 day of June, 2014.

GRANTORS:

CITY OF WEST BRANCH:

Dorothy M. Holmes
Dorothy M. Holmes, Trustee

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this _____ day of _____, 2014, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Mark Worrell 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 Mark Worrell 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 24th day of June, 2014, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Dorothy M. Holmes** as Trustee of the Holmes Family Trust dated January 12, 1996, who executed this instrument as her voluntary act and deed.



Shanelle M. Peden
Notary Public in and for the State of Iowa

Exhibit A

PLOTTEE: Thursday, June 05, 2014 9:51:15 PM

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

Perpetual Easement Description

A perpetual sidewalk easement located in Lot 21, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

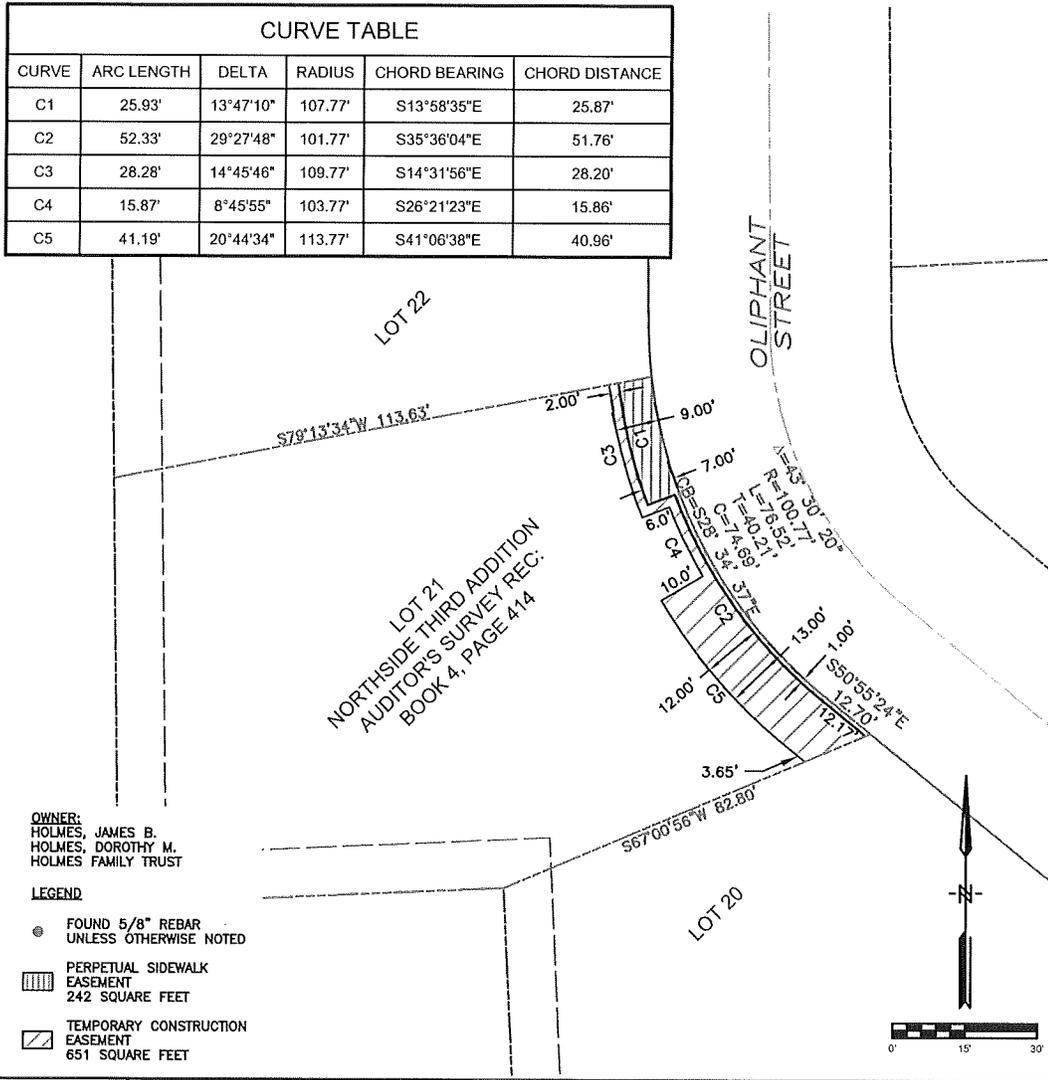
The Easterly 7.00 feet of the Northerly 25.93 feet of said Lot 21 AND the Easterly 1.00 feet of the Southerly 52.33 feet of said Lot 21. Said perpetual easement contains 242 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 21, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

The Westerly 9.00 feet of the Northerly 28.28 feet of said Lot 21 AND the Westerly 2.00 feet of the Easterly 3.00 feet of the Southerly 15.87 feet of the Northerly 44.15 feet of said Lot 21 AND the Westerly 10.00 feet of the Easterly 13.00 feet of the Southerly 44.84 feet of said Lot 21, excepting therefrom the previously described perpetual easement. Said temporary easement contains 651 square feet.

CURVE TABLE					
CURVE	ARC LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	25.93'	13°47'10"	107.77'	S13°58'35"E	25.87'
C2	52.33'	29°27'48"	101.77'	S35°36'04"E	51.76'
C3	28.28'	14°45'46"	109.77'	S14°31'56"E	28.20'
C4	15.87'	8°45'55"	103.77'	S26°21'23"E	15.86'
C5	41.19'	20°44'34"	113.77'	S41°06'38"E	40.96'



OWNER:
HOLMES, JAMES B.
HOLMES, DOROTHY M.
HOLMES FAMILY TRUST

- LEGEND**
- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
 - ▨ PERPETUAL SIDEWALK EASEMENT 242 SQUARE FEET
 - ▩ TEMPORARY CONSTRUCTION EASEMENT 651 SQUARE FEET

X-REFS: 366128.Dwg.plt C:\USERS\BRANDEN\DESKTOP\EASEMENTS\PE-09 HOLMES EASEMENT_REV 2014-6-5

SCALE	AS NOTED		SIDEWALK EASEMENT TEMPORARY CONSTRUCTION EASEMENT FOR THE CITY OF WEST BRANCH, IOWA	DWG. NO.
DRAWN	BCT		VEENSTRA & KIMM, INC.	PE-09
CHECKED	ALG	860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(IVATS)		
APPROVED	DRS	PROJECT 368128		
DATE	5-2-2014			
A.C. DATE				

Prepared by: Kevin D. Olson, P.O. Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

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

THIS AGREEMENT, made and entered into by and between **Ryan A. Jennings and Chantelle A. Jennings**, 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 “Oliphant Street Sidewalk Improvements – Phase II.”
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 7 day of July, 2014.

GRANTORS:

CITY OF WEST BRANCH:



Ryan A. Jennings

Mark Worrell, Mayor

ATTEST:



Chantelle A. Jennings

Matt Muckler, City Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

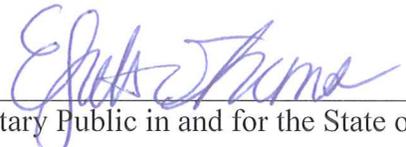
On this _____ day of _____, 2014, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Mark Worrell and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, 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 Mark Worrell 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 7 day of July, 2014, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Ryan A. Jennings and Chantelle A. Jennings**, husband and wife, who executed this instrument as their voluntary act and deed.





Notary Public in and for the State of Iowa

Exhibit A

PLOTTEE: Thursday, June 05, 2014 9:40:15 PM

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

Perpetual Easement Description

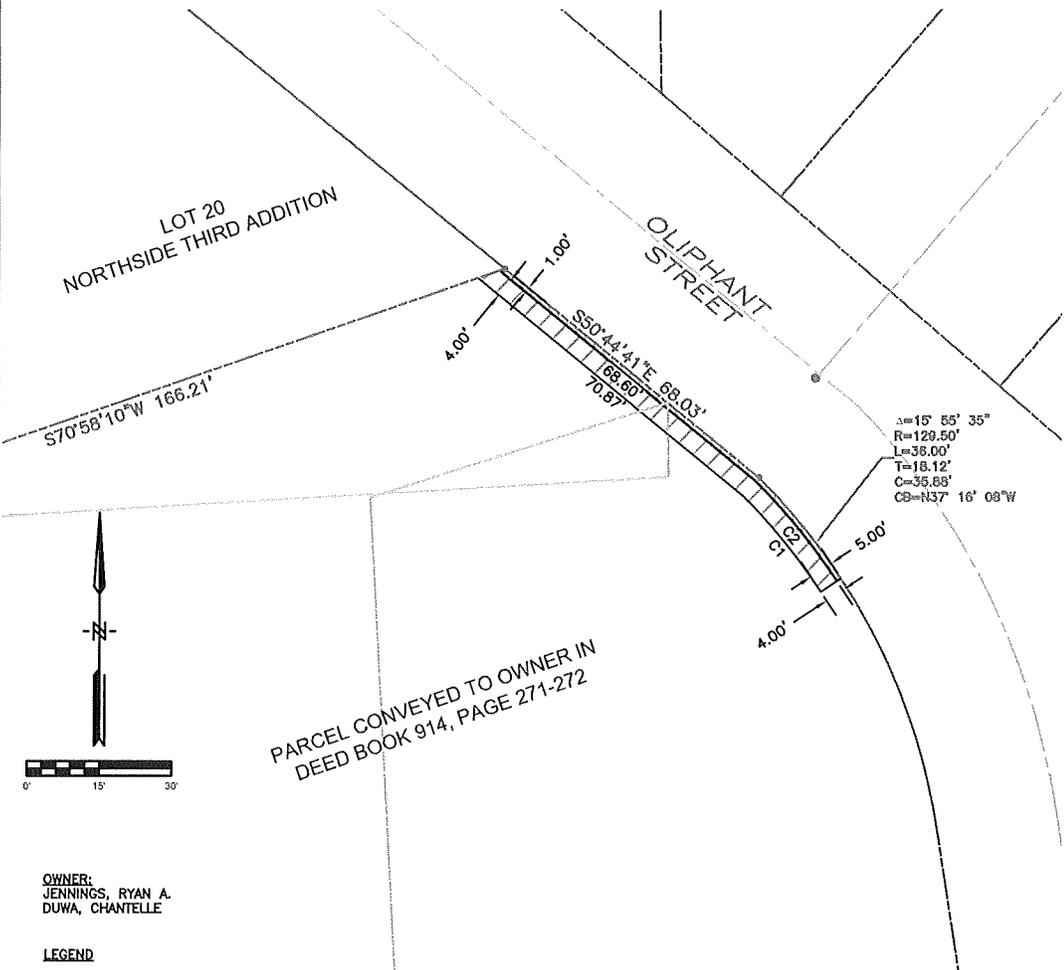
A perpetual sidewalk easement located in that property conveyed to the owner(s) recorded in Deed Book 914, Page 271-272 of the Cedar County Records. Said perpetual easement being more particularly described as:

The easterly 1.00 feet of the Northerly 95.32 feet of that property conveyed to owner(s) recorded in Deed Book 914, Page 271-272 being adjacent and parallel to the Westerly Right of Way of Oliphant Street. Said perpetual easement contains 95 square feet.

Temporary Easement Description

A temporary construction easement located in that property conveyed to the owner(s) recorded in Deed Book 914, Page 271-272 of the Cedar County Records. Said temporary easement being more particularly described as:

The Westerly 4.00 feet of the Easterly 5.00 feet of the Northerly 97.59 feet of that property conveyed to owner(s) recorded in Deed Book 914, Page 271-272 being adjacent and parallel to the Westerly Right of Way of Oliphant Street. Said perpetual easement contains 384 square feet.



OWNER:
JENNINGS, RYAN A.
DUWA, CHANTELE

LEGEND

- FOUND 5/8" REBAR
UNLESS OTHERWISE NOTED
- ▨ PERPETUAL SIDEWALK
EASEMENT
95 SQUARE FEET
- ▩ TEMPORARY CONSTRUCTION
EASEMENT
384 SQUARE FEET

CURVE TABLE

CURVE	ARC LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	25.70'	11°49'37"	124.50'	S39°12'32"E	25.65'
C2	26.72'	11°54'55"	128.50'	S39°15'11"E	26.68'

SCALE	AS NOTED
DRAWN	BCT
CHECKED	ALG
APPROVED	DRS
DATE	6-5-2014
A.C. DATE	



VEENSTRA & KIMM, INC.

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-11

PROJECT 368128

Preparer Information: Kevin D. Olson, PO Box 5640, Coralville, IA 52241, (319) 351-2277.
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

**TEMPORARY SIDEWALK CONSTRUCTION
EASEMENT AGREEMENT**

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

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

1. THAT UNDERSIGNED GRANTOR states that the GRANTOR is the lawful owner of certain real estate generally described in Exhibit "A" attached to this easement and by this reference made a part hereof, said ownership is not subject to any other third-party possessory or proprietary interests (e.g., tenant, easement-holder, contract-purchaser, etc.).
2. That the GRANTOR hereby covenants that the GRANTOR is lawfully seized and possessed of the real estate described above, and that the GRANTOR has a good and lawful right to grant the temporary easement described herein.
3. That the GRANTOR hereby grants and conveys to the CITY a temporary construction easement in the area described and shown in Exhibit "A" attached here to in order to facilitate the initial construction and installation of sidewalk improvements for use by the General Public, the same having been heretofore referred to as the "Oliphant Street Sidewalk Improvements – Phase II," hereinafter referred to as the "Project."
4. That the temporary construction easement granted herein shall automatically terminate and become non-existent after completion and acceptance of the Project.
5. That the CITY shall have the right of ingress and egress to and from the easement areas by such route as shall occasion the least practical damage and inconvenience to the GRANTOR.

6. That the GRANTOR reserves the right to use the above-described easement area for purposes which shall not interfere with the rights granted in this Agreement.
7. That, specifically and without limiting the general restriction of use set forth in Paragraph 8 above, the GRANTOR shall not erect, construct or locate in the easement area any structure or object that would prevent the CITY's reasonable access to or use of the easement area during construction of the Project.
8. That the CITY agrees to promptly repair any damages within the temporary easement area, with the intent being to restore the surface of said area to as close to original condition; provided, however, that the GRANTOR acknowledges that the CITY shall have the right to grade in the easement area as it may find reasonably necessary for construction of the Project.
9. That the CITY shall indemnify GRANTOR against (i) any loss, damage or injury to the GRANTOR or the GRANTOR's property, and (ii) any loss, damage, injury, claim or other liability to any third party which may occur as a result of the CITY's, or its representatives', agents', or contractors' exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
10. That the GRANTOR acknowledges that possession of the easement area is the essence of this Agreement and the GRANTOR does hereby grant the CITY immediate possession of said easement area.
11. That the CITY will replace any property pins displaced and be responsible for any recording costs for the Project construction.
12. That the GRANTOR states and warrants that there is no known well, solid waste disposal site, hazardous substances, or underground storage tanks on the premises described and sought herein.
13. That provisions hereof shall inure to the benefit of and bind the heirs, successors, personal representatives and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
14. That this written Temporary Sidewalk Construction Easement Agreement shall be fully binding upon the parties hereto. No waiver, change, modification or amendment of this Agreement shall be binding upon the GRANTOR or the CITY unless in writing and signed by both parties. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.
15. That this written Temporary Construction Easement Agreement is intended to set forth all of the commitments, responsibilities and obligations as between the GRANTOR and the CITY in connection with the easement rights granted herein.

Dated this 27th day of June, 2014.

GRANTOR:

Delmar L. Miller
Delmar L. Miller

CITY OF WEST BRANCH:

Mark Worrell, Mayor

ATTEST:

Karyl C. Miller
Karyl C. Miller

Matt Muckler, City Clerk

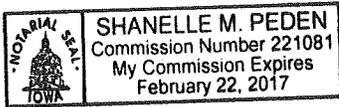
STATE OF IOWA, CEDAR COUNTY, ss:

On this 27th day of June, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Worrell 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 Mark Worrell 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.

Shanelle M. Peden
Notary Public, State of Iowa

STATE OF IOWA, CEDAR COUNTY, ss:

On this 27th day of June, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **Delmar L. Miller and Karyl C. Miller**, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Shanelle M. Peden
Notary Public, State of Iowa

Exhibit A

PLOTTED: Thursday, June 05, 2014 10:56:27 PM

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

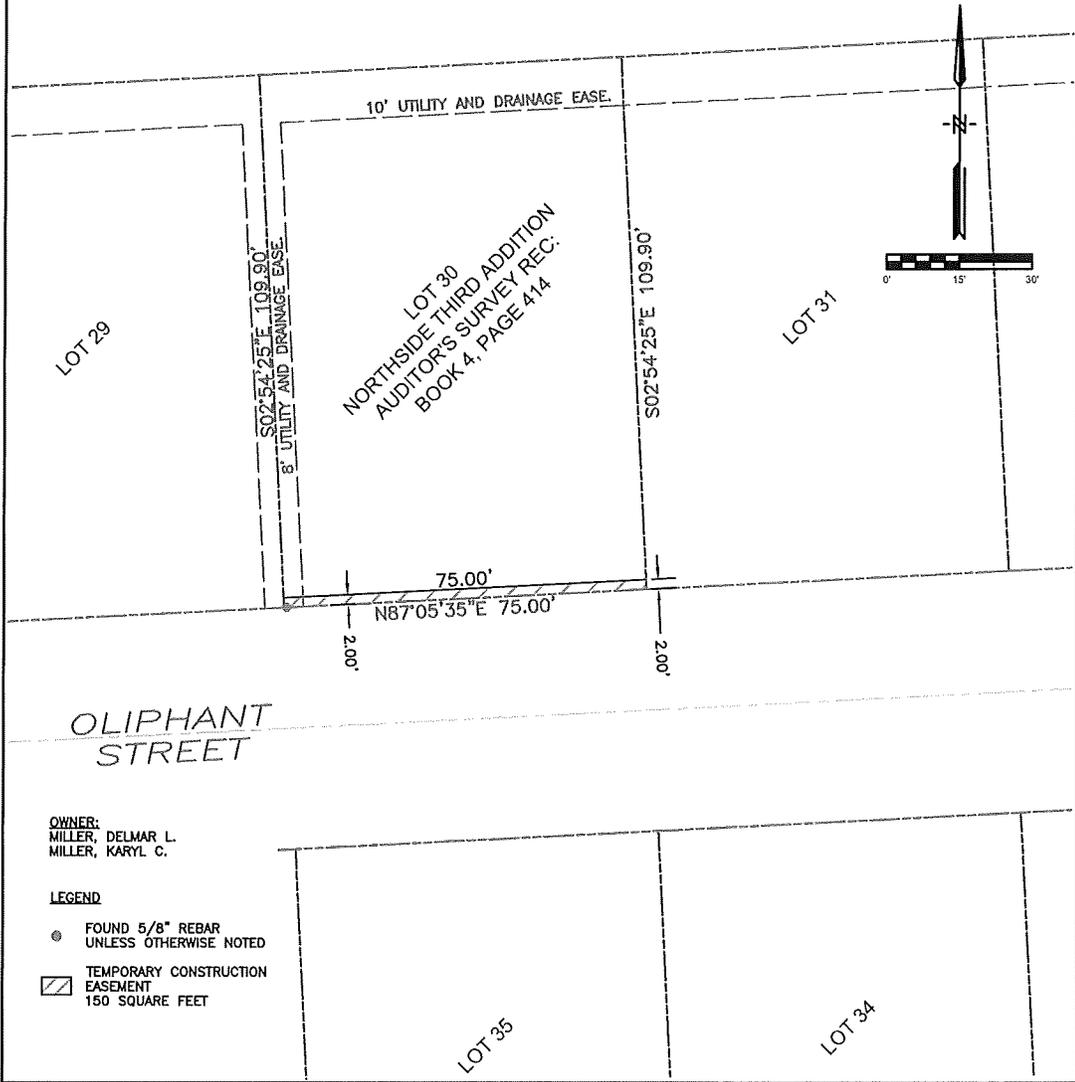
TEMPORARY CONSTRUCTION EASEMENT

FOR THE CITY OF WEST BRANCH, IOWA

Temporary Easement Description

A temporary construction easement located in Lot 30, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

The Southerly 2.00 feet of said Lot 30. Said temporary easement contains 150 square feet.



OWNER:
MILLER, DELMAR L.
MILLER, KARYL C.

- LEGEND**
- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
 - ▨ TEMPORARY CONSTRUCTION EASEMENT 150 SQUARE FEET

X-REFS: 306128.Dwg.plt C:\USERS\BRIANDESKTOP\ASSEMBLY\PIPE-03 MILLER EASEMENT_REV 2014-6-5

SCALE	AS NOTED		SIDEWALK EASEMENT TEMPORARY CONSTRUCTION EASEMENT FOR THE CITY OF WEST BRANCH, IOWA	DWG. NO.	
DRAWN	BCT			860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(VATS)	PE-03
CHECKED	ALG			PROJECT	368128
APPROVED	DRS				
DATE	5-2-2014				
A.C. DATE					

Prepared by: Kevin D. Olson, P.O. Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

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

THIS AGREEMENT, made and entered into by and between **Gerald C. Nielsen and Fusae Nielsen**, 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 “Oliphant Street Sidewalk Improvements – Phase II.”
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 2 day of July, 2014.

GRANTORS:

CITY OF WEST BRANCH:

Gerald Nielsen
Gerald C. Nielsen

Mark Worrell, Mayor

ATTEST:

Fusae Nielsen
Fusae Nielsen

Matt Muckler, City Clerk

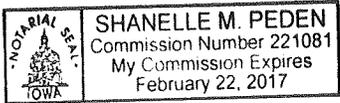
STATE OF IOWA, COUNTY OF CEDAR, ss:

On this _____ day of _____, 2014, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Mark Worrell 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 Mark Worrell 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 2nd day of July, 2014, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Gerald C. Nielsen and Fusae Nielsen**, husband and wife, who executed this instrument as their voluntary act and deed.



Shanelle M. Peden
Notary Public in and for the State of Iowa

Exhibit A

PLOTED: Thursday, June 12, 2014 1:37:21 PM

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

Perpetual Easement Description

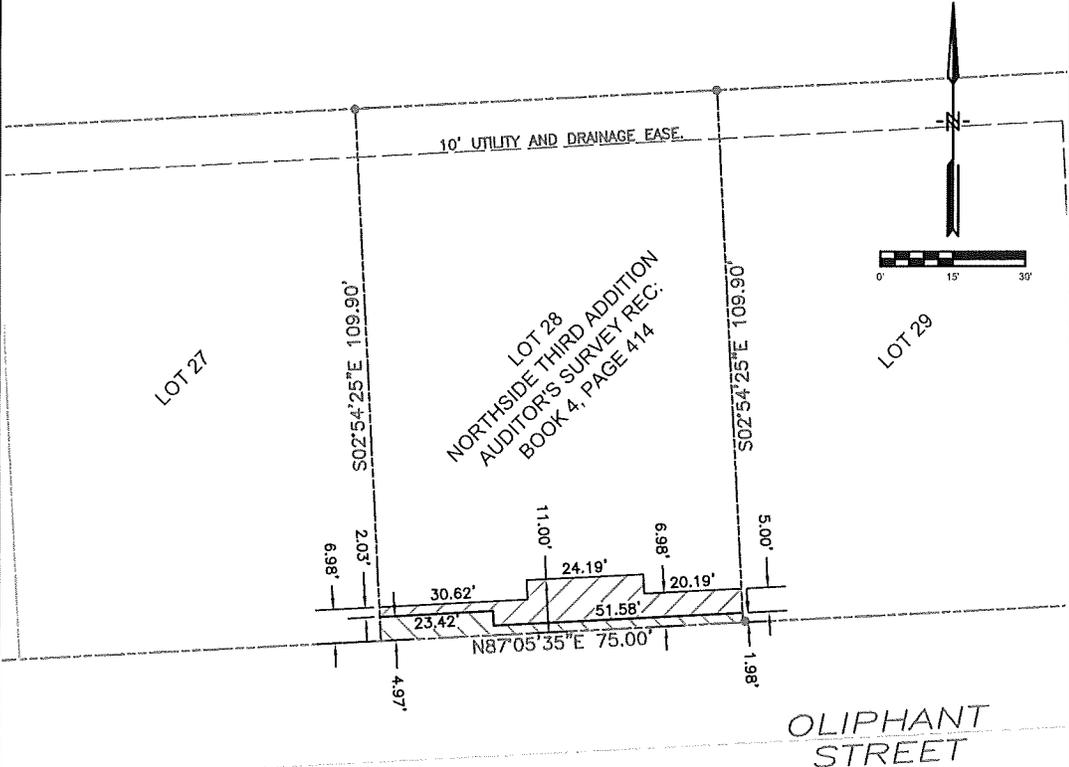
A perpetual sidewalk easement located in Lot 28, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Southerly 1.98 feet of the Easterly 51.58 feet of said Lot 28 AND the Southerly 4.97 feet of the Westerly 23.42 feet of said Lot 28.. Said perpetual easement contains 219 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 28, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

The Northerly 5.00 feet of the Southerly 6.98 feet of the Easterly 20.19 feet of said Lot 28 AND the Northerly 9.02 feet of the Southerly 11.00 feet of the Westerly 24.19 feet of said Lot 28 AND the Northerly 5.00 feet of the Southerly 6.98 feet of the Easterly 7.20 feet of the Westerly 30.62 feet of said Lot 28 AND the Northerly 2.03 feet of the Southerly 6.98 feet of the Westerly 23.42 feet of said Lot 28. Said temporary easement contains 403 square feet.



OWNER:
NIELSEN, GERALD C. & FUSAE

- LEGEND**
- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
 - ▨ PERPETUAL SIDEWALK EASEMENT 219 SQUARE FEET
 - ▨ TEMPORARY CONSTRUCTION EASEMENT 403 SQUARE FEET

X-REFS: 368128 Design FILE PATH: Z:\WEST BRANCH 368128 OLIPHANT STREET SIDEWALK IMPROVEMENTS 2014\DRAWINGS\PRODUCTION DRAWINGS\EASEMENTS\PE-05 NIELSEN EASEMENT

SCALE	AS NOTED
DRAWN	BCT
CHECKED	ALG
APPROVED	DRS
DATE	5-2-2014
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	368128

Prepared by: Kevin D. Olson, P.O. Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

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

THIS AGREEMENT, made and entered into by and between **Brent C. Strabala and Pamela M. Strabala**, 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 “Oliphant Street Sidewalk Improvements – Phase II.”
3. In addition, the CITY will pour a thickened edge around the GRANTOR’s camper approach and re-apply the bear paw prints on the GRANTOR’s driveway.

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. The CITY will specifically repair the underground dog fence if the CITY's contractor damages the underground fence during construction of the Project.
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 23 day of June, 2014.

GRANTORS:

CITY OF WEST BRANCH:


 Brent C. Strabala

 Mark Worrell, Mayor


 Pamela M. Strabala

ATTEST:

 Matt Muckler, City Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this _____ day of _____, 2014, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Mark Worrell 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 Mark Worrell 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 23 day of June, 2014, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Brent C. Strabala and Pamela M. Strabala**, husband and wife, who executed this instrument as their voluntary act and deed.



Roxanne R. Tang
Notary Public in and for the State of Iowa

Exhibit A

PLOTTED: Thursday, June 05, 2014 10:22:13 PM

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

Perpetual Easement Description

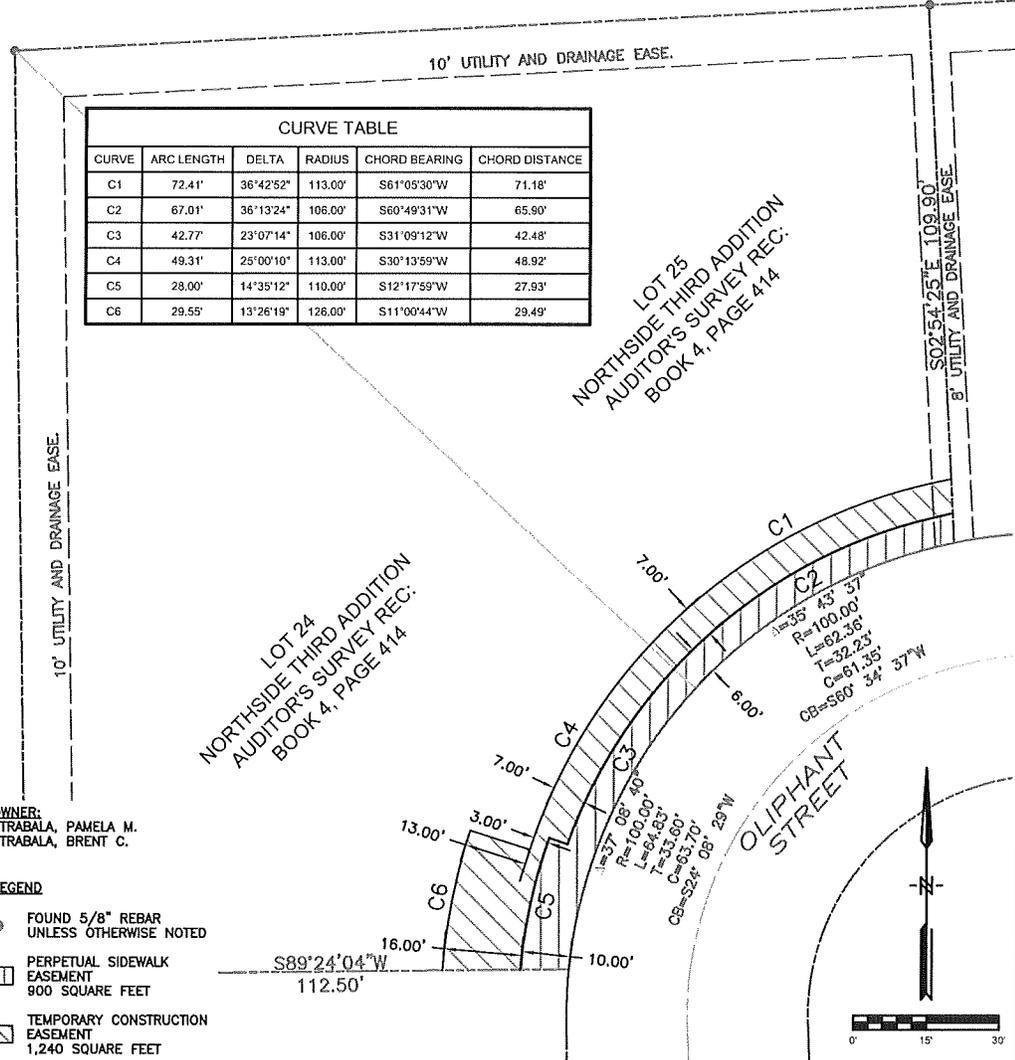
A perpetual sidewalk easement located in Lot 24 and Lot 25, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Southeasterly 6.00 feet of said Lot 25 AND the Easterly 6.00 feet of the Northerly 42.77 feet of said Lot 24 AND The Easterly 10.00 feet of the Southerly 28.00 feet of said Lot 24, all being adjacent and parallel to the Northwesterly Right of Way of Oliphant Street. Said perpetual easement contains 900 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 24 and Lot 25, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

The Northwesterly 7.00 feet of the Southeasterly 13.00 feet of said Lot 25 AND the Westerly 7.00 feet of the Easterly 13.00 feet of the Northerly 42.77 feet of said Lot 24 AND the Westerly 3.00 feet of the Easterly 13.00 feet of the Southerly 6.54 feet of the Northerly 49.31 feet of said Lot 24 AND the Westerly 16.00 feet of the Easterly 26.00 feet of the Southerly 29.49 feet of said Lot 24. Said temporary easement contains 1,240 square feet.



CURVE TABLE					
CURVE	ARC LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	72.41'	36°42'52"	113.00'	S61°05'30"W	71.18'
C2	67.01'	36°13'24"	106.00'	S60°49'31"W	65.90'
C3	42.77'	23°07'14"	106.00'	S31°09'12"W	42.48'
C4	49.31'	25°00'10"	113.00'	S30°13'59"W	48.92'
C5	28.00'	14°35'12"	110.00'	S12°17'59"W	27.93'
C6	29.55'	13°26'19"	126.00'	S11°00'44"W	29.49'

OWNER:
STRABALA, PAMELA M.
STRABALA, BRENT C.

- LEGEND**
- FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
 - ▨ PERPETUAL SIDEWALK EASEMENT 900 SQUARE FEET
 - ▩ TEMPORARY CONSTRUCTION EASEMENT 1,240 SQUARE FEET

X-REFS: 368128 Design
 FILE PATH: C:\USERS\BRIAN\DESKTOP\EASEMENTS\PIPE-07 STRABALA EASEMENT_REV/2014-6-5

SCALE	AS NOTED		SIDEWALK EASEMENT TEMPORARY CONSTRUCTION EASEMENT FOR THE CITY OF WEST BRANCH, IOWA	DWG. NO. PE-07
DRAWN	BCT		860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(VATS)	PROJECT 368128
CHECKED	ALG			
APPROVED	DRS			
DATE	6-5-2014			
A.C. DATE				

Prepared by: Kevin D. Olson, P.O. Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

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

THIS AGREEMENT, made and entered into by and between **Mark A. Thomas and Jeanette J. Thomas**, 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 “Oliphant Street Sidewalk Improvements – Phase II.”
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 9th day of July, 2014.

GRANTORS:

CITY OF WEST BRANCH:

Mark A. Thomas
Mark A. Thomas

Mark Worrell, Mayor
Mark Worrell, Mayor

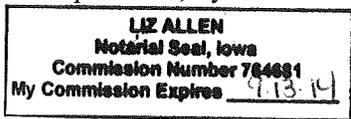
ATTEST:

Jeanette J. Thomas
Jeanette J. Thomas

Matt Muckler, City Clerk
Matt Muckler, City Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this 9th day of July, 2014, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Mark Worrell 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 Mark Worrell 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.

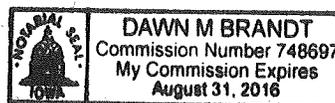


Liz Allen
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF CEDAR, ss:

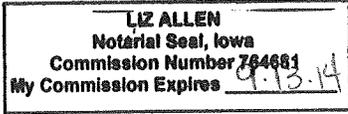
On this 7 day of July, 2014, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared **Mark A. Thomas and Jeanette J. Thomas**, husband and wife, who executed this instrument as their voluntary act and deed.

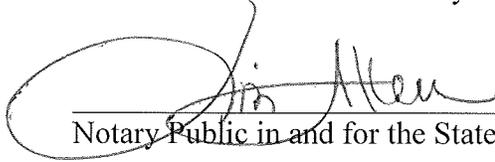
Dawn M. Brandt
Notary Public in and for the State of Iowa



STATE OF IOWA, COUNTY OF CEDAR, ss:

On this 9th day of July, 2014, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared Mark A. Thomas and Jeanette J. Thomas, husband and wife, who executed this instrument as their voluntary act and deed.





Notary Public in and for the State of Iowa

Exhibit A

PLOTTEE: Thursday, June 05, 2014 1:05:53 PM

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

Perpetual Easement Description

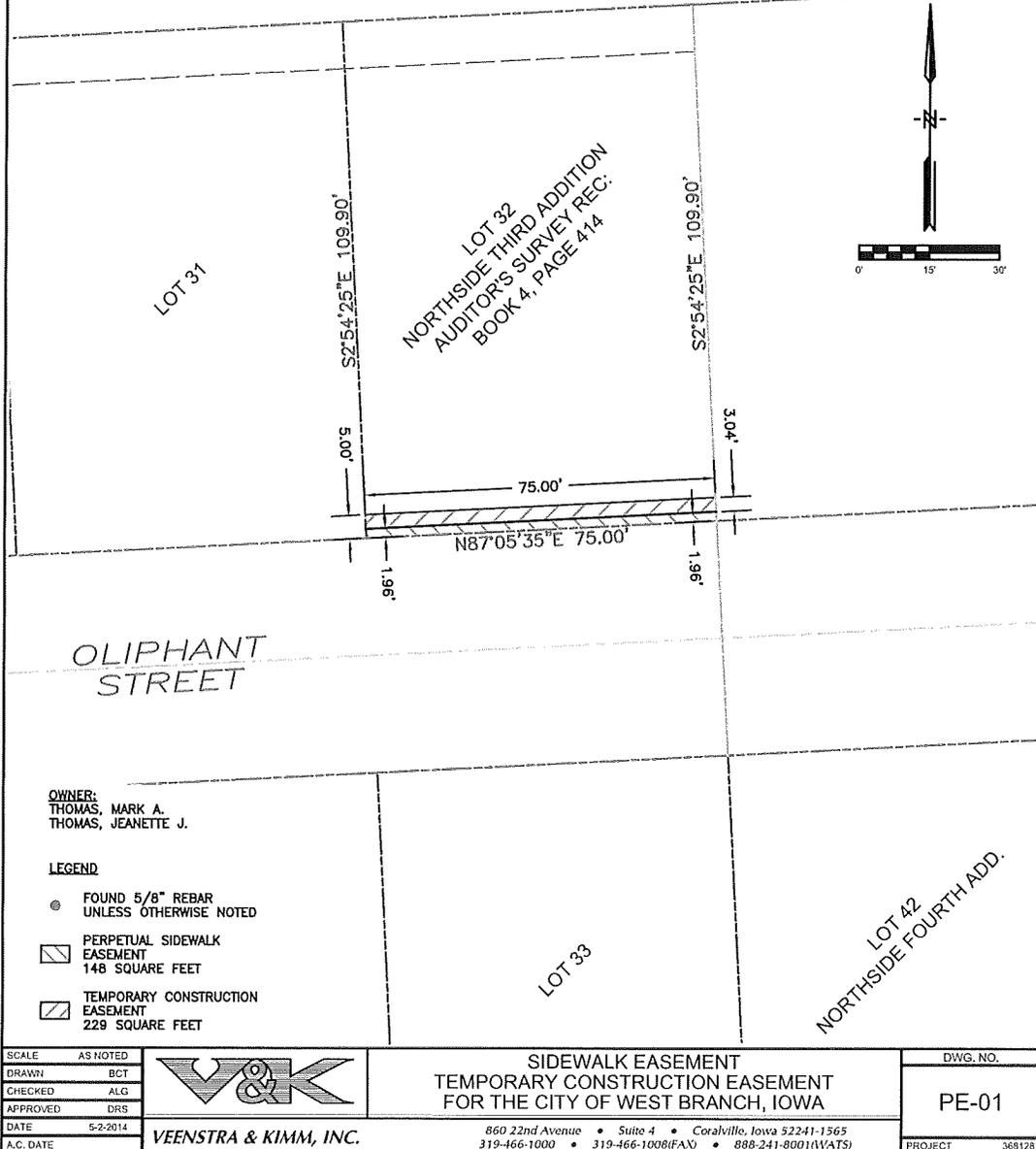
A perpetual sidewalk easement located in Lot 32, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said perpetual easement being more particularly described as:

The Southerly 1.96 feet of said Lot 32. Said perpetual easement contains 147 square feet.

Temporary Easement Description

A temporary construction easement located in Lot 32, Northside Third Addition, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Auditor's Survey Record Book 4, Page 414 of the Cedar County Records. Said temporary easement being more particularly described as:

The Northerly 3.04 feet of the Southerly 5.00 feet of said Lot 32. Said temporary easement contains 228 square feet.



X-REFS: 308128.Dwg.plt
FILE PATH: C:\USERS\BRIAN\DESKTOP\EASEMENT\SIPE-01 THOMAS EASEMENT

SCALE	AS NOTED
DRAWN	BCT
CHECKED	ALG
APPROVED	DRS
DATE	5-2-2014
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 365128

RESOLUTION 1217

A RESOLUTION SETTING THE SALARY FOR AN EMPLOYEE FOR THE FISCAL YEAR 2014-2015.

WHEREAS, Bode Koranda currently serves as a Part Time Police Officer for the City of West Branch and the City Council would like to set the salary for this position for fiscal year 2014-2015.

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

Section 1. 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	Effective Date
Part-Time Police Officer	Bode Koranda	\$17.50/hr	As Needed	07/01/14

SECTION 2. The above named employee is subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

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

Passed and Approved this 21st day of July, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1218

A RESOLUTION APPROVING AN AGREEMENT WITH ELERT & ASSOCIATES FOR AN EMERGENCY COMMUNICATIONS FEASIBILITY STUDY IN AN AMOUNT NOT TO EXCEED \$8,600.

WHEREAS, the City of West Branch will have to update emergency communications equipment by the end of 2015 in order to avoid a service level decline in emergency communication equipment; and

WHEREAS, the City of West Branch is in need of expertise in order to present the City Council with options for moving forward with emergency communications upgrades; and

WHEREAS, the deliverables on the project would include an assessment of the City's current communication system, the identification of possible dispatch solutions and associated radio systems to meet the needs of West Branch, the provision of alternatives for a West Branch public safety radio system and dispatch, recommendations to the City with open architecture and infrastructure, and the development of a final report; and

WHEREAS, it is now necessary for the City Council to approve an agreement to approve said proposal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves an agreement with Elert & Associates for consulting services in an amount not to exceed \$8,600.

Passed and approved this 21st day of July 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1220

A RESOLUTION ADOPTING THE *STRATEGIC PLAN FOR PARK AND REC CAPITAL IMPROVEMENTS: WEST BRANCH, IA*.

WHEREAS, the City of West Branch has recently obtained three city parks (Wapsi Creek Park, the West Branch Dog Park, and an approximate 18-acre parcel off the northerly extension of Scott Drive) and enlarged a fourth city park (Lions Field); and

WHEREAS, the City Council is expecting to acquire another park in the Meadows Subdivision and has recognized the need for comprehensive park planning; and

WHEREAS, the City Council of the City of West Branch discussed the RFQ process for the Strategic Plan for Park & Rec Capital Improvements their August 5th and August 19th City Council Meetings; and

WHEREAS, the City Council adopted the park planning process as a priority goal at their September 3, 2013 Goal Setting Session; and

WHEREAS, the Park & Rec Commission interviewed three potential providers of planning services on October 10, 2013 and further discussed the park planning process and potential providers at their October 17, 2013 Commission Meeting; and

WHEREAS, the Park & Rec Commission has provided the City Council with feedback on potential partners based on the review of requests for proposals and interviews; and

WHEREAS, the Park & Rec Commission recommended HBK Engineering to the City Council at their November 4, 2013 Council Meeting; and

WHEREAS, the City Council adopted Resolution 1146 at their November 4, 2013 Council Meeting, approving staff negotiations with HBK Engineering for engineering services for the *Strategic Plan for Park & Rec Capital Improvements : West Branch, IA Project*; and

WHEREAS, city staff and HBK Engineering in good faith negotiated the terms of a consultant agreement; and

WHEREAS, the consultant agreement included a scope of services, a time of completion, general terms, and compensation for services; and

WHEREAS, the City Council approved Resolution 1164 on November 18, 2013, approving a consultant agreement with HBK Engineering to complete the *Strategic Park Plan for Park & Rec Capital Improvements: West Branch, IA*; and

WHEREAS, HBK Engineering has completed the terms of that agreement; and

WHEREAS, it is now necessary for the City Council to approve said strategic plan.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council adopts the *Strategic Plan for Park & Rec Capital Improvements: West Branch, IA*.

Passed and approved this 21st day of July, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Strategic Plan for Parks & Recreation Capital Improvements FINAL REPORT



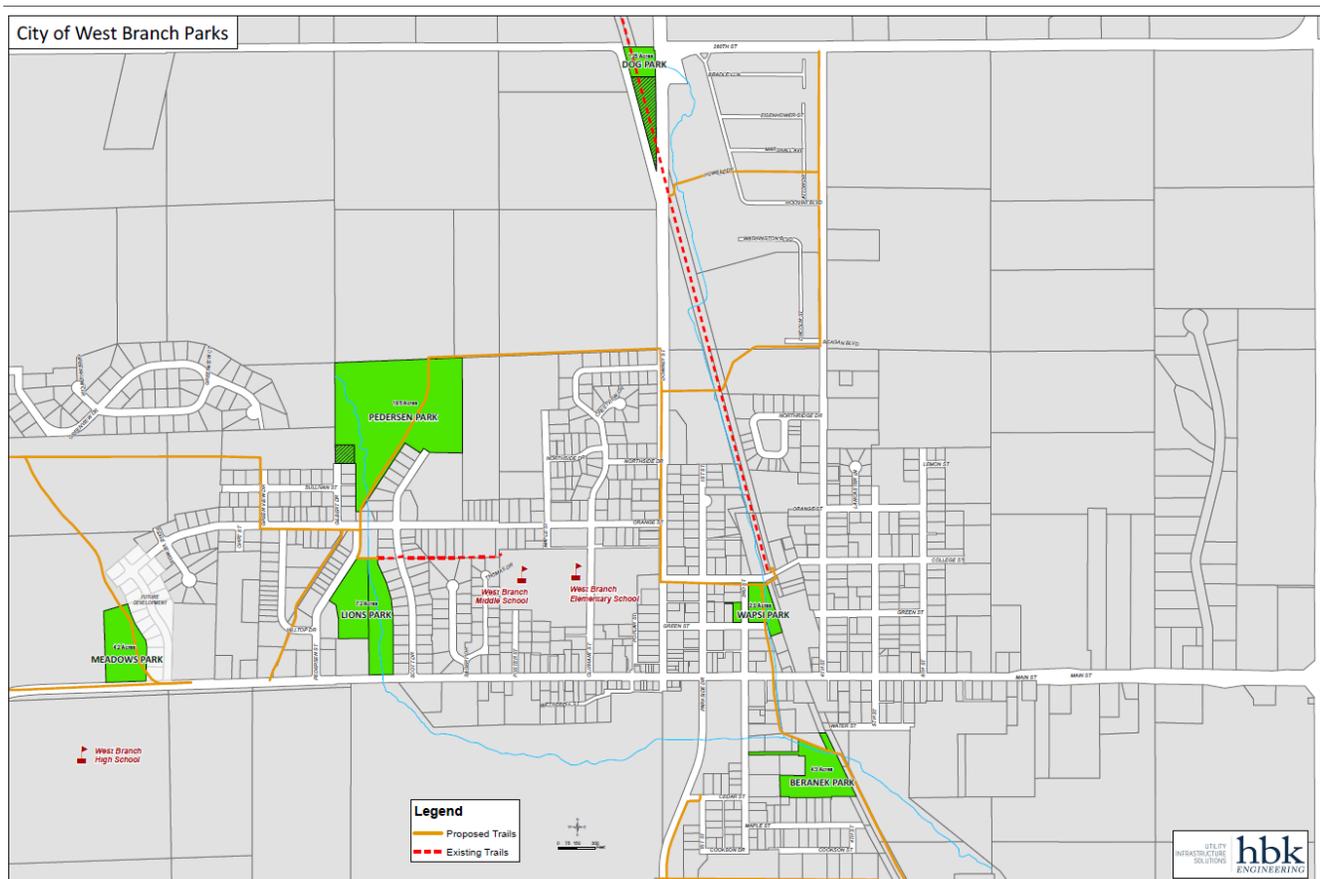
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Project Background

Introduction

Parks, recreational facilities and programming are vital components to a community's quality of life. Active living or the integration of physical activity into daily life is becoming increasingly popular. Walking, bicycling and hiking are just some of the ways to participate in active living. Providing facilities that support such lifestyles have a variety of social, health, economic, and environmental benefits. These benefits include: improved quality of life, improved livability in West Branch (which is a positive factor in attracting new residents, businesses and workers), and reduced energy consumption.



See Appendix B for full 11x17 map

History

The community of West Branch is a growing community looking to enhance the parks and recreational opportunities to its citizens. The City of West Branch updated its Comprehensive Plan April 1, 2013. This plan features chapters on both parks and recreation as well as the City's trail system. As an extension to the recent Comprehensive Plan, the City issued a Request for Qualifications to multiple consultant firms for the Parks and Rec Strategic Plan for Capital Improvements Project. HBK Engineering, LLC, out of Iowa City, was chosen to provide services for the site design associated with six city parks including Beranek Park, Wapsi Creek Park, Lion's Field, Pedersen Valley Recreation Complex, Meadows Park, and the West Branch Dog Park.

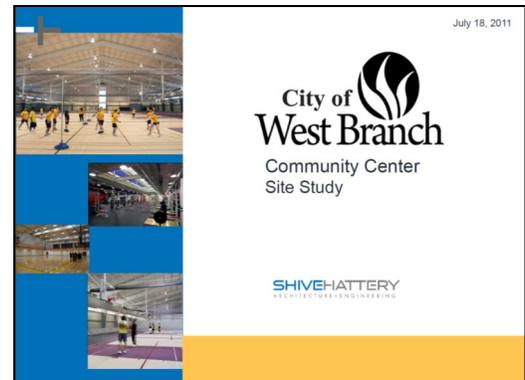
Project Background

The Strategic Plan is reflective of the West Branch Comprehensive Plan, and relied heavily on public input and all project stakeholders. This plan evaluated the needs of each of the six parks, and developed a phased approach to the overall park development system including, proposed schedules for implementing improvements, funding recommendations, and cost estimates for the respective phases. This report details each of those items and provides supporting documentation gathered throughout the process.

Data Evaluation

In order to fully evaluate the park system, HBK studied and analyzed the following existing materials previously provided to and by the City of West Branch.

- Site Study - Shive-Hattery, Inc.
- Comprehensive Plan - East Central Intergovernmental Association
- Comprehensive Trails Plan



These materials were used to better understand previous public input as well as staff recommendations in regards to existing and proposed park development.

HBK and City staff visited other local communities and park and recreation facilities to gather information and discuss positives and negatives with staff based on their experience. Some items and ideas were incorporated into the project, and used as a template.

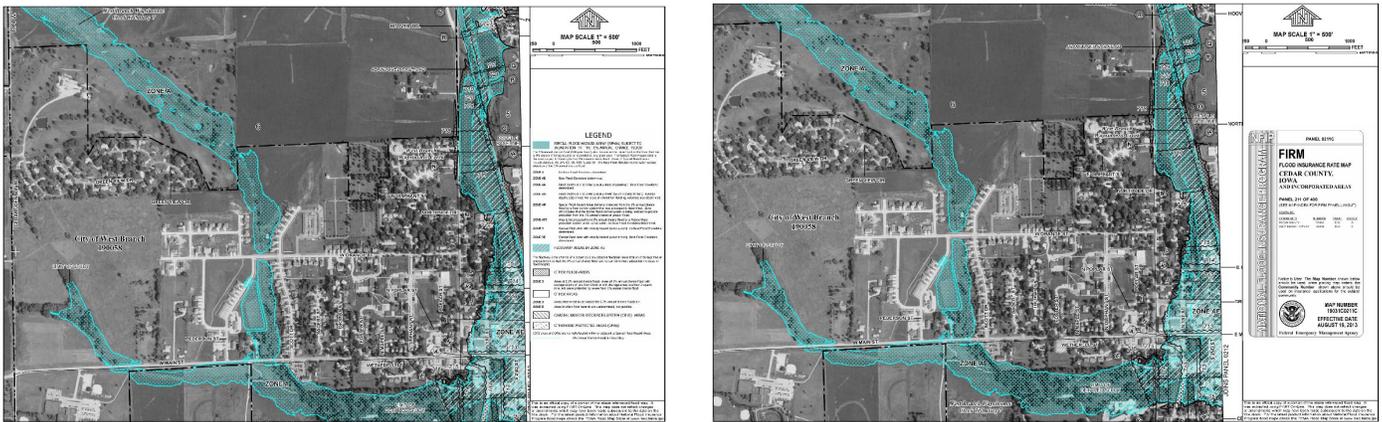
In addition, HBK staff visited each West Branch park and completed a visual site survey as well as obtained topographic survey where needed.



Project Background

Restrictions and Conflicts

All six parks associated with this Strategic Plan are impacted in some way by floodplain encroachment. The Wapsinonoc Creek runs through, or adjacent to, the six parks, with some floodplains creating restrictions on what and where features and amenities can be located. Currently the Iowa Flood Center is working on the updated FEMA Floodplain maps for Cedar County; however, the Flood Insurance Rate Maps (shown here) provide an adequate guideline to flooding limits in these locations.



In addition to the floodplain impacts, the Enterprise Gas Pipeline runs at an angle thru the Pedersen Valley Recreation Complex site. This pipeline exists within a 60' easement, and intersects the Pedersen Valley park parcel at an angle from northeast to southwest. See Appendix B for a plat of the existing pipeline easement.

Several discussions took place with Enterprise Products during the Strategic Plan process, in which the following items were defined:

- Depth of pipeline evaluated in 2014. See Appendix D.
- Allowable fill over the pipeline is a maximum of eight feet.
- Ball field fencing can be installed within the pipeline easement, with spacing at a 5' minimum from the outside wall of the pipeline. Fences may not parallel the pipeline within the easement.
- Pipe relocation will be needed for any future structural crossings that invite loading over the pipeline (i.e. streets, parking lot)
- Pipe relocation costs are the responsibility of the City of West Branch
- Enterprise may trim or remove vegetation as necessary to maintain the right-of-ways

Stakeholders

The Parks and Rec Strategic Plan for Capital Improvements involved many different groups of individuals, all of which worked together to make this project a success. Throughout the process, HBK attended and presented at 6 council meetings, 5 commission meetings, 4 steering committee meetings, one public survey, and one design charrette process. The following is a breakdown of these different groups and the roles in which they played.

City Staff

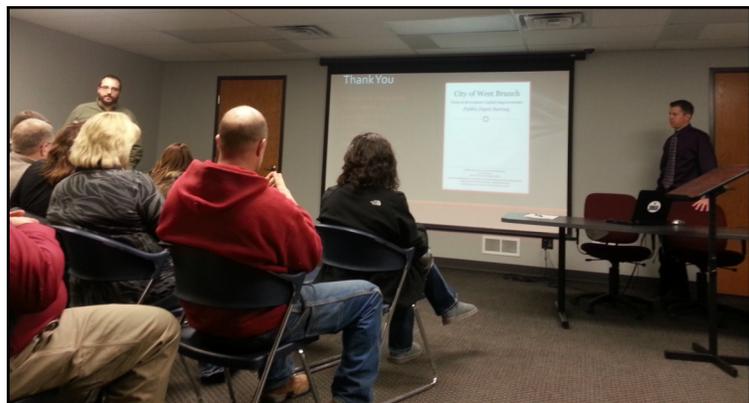
Matt Muckler - City Administrator
Melissa Russell - Parks & Recreation Director
Shannelle Peden - Administrative Assistant
Matt Goodale - Public Works Director
Nick Shimmin - Library Director
Becky Knoche - Assistant Library Director & Youth Librarian
Mike Horihan - Police Chief
Kevin Stoolman - Fire Chief
Dawn Brandt - Deputy City Clerk

Parks & Rec Commission

Beth Noe - Secretary
Shane Staker
Becky Hosier
Lisa Corr
Mike Fryauf
Cory Nalan
Liz Seydel

City Council

Mark Worrell - Mayor
Jordan Ellyson - Councilperson
Colton Miller - Councilperson
Mary Beth Stevenson - Councilperson
Tim Shields - Councilperson
Brian Pierce - Councilperson



Steering Committee

The steering committee was comprised of representatives from all ages, representing all facets of life, and making up almost all established organizations within the community. See Appendix F for a comprehensive list of the steering committee members involved in this project.

General Public

Residents responded to, and completed a public survey distributed on February 3rd, 2014. The public was also invited to attend the design charrette meeting. The following sections provide more detail on this process.

Public Survey

Development & Content

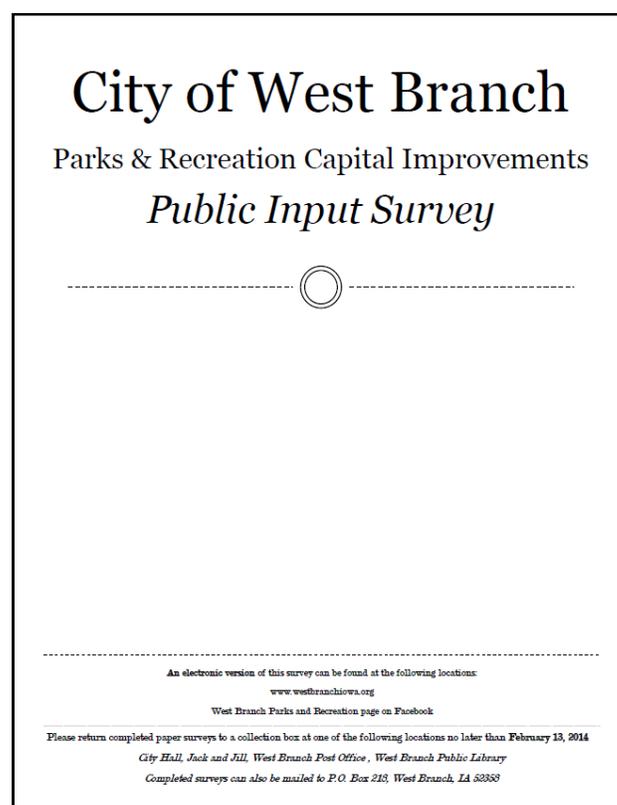
The Public Input Survey was developed by HBK Engineering with the assistance of the West Branch Parks and Recreation Commission, the Steering Committee, and City staff. Questions were developed based on past project experience, existing park features/amenities, and other community surveys in Iowa. Each survey included a brief summary of the Strategic Plan, a household overview (number of, and ages of people within the household) of participants, and questions regarding potential features and amenities at each of the six parks. Questions regarding funding support and library expansion were also included. There was a public meeting prior to the deadline for submittal, in which HBK gave a presentation about the Strategic Plan, reviewed the survey and its contents, and answered any questions from the public regarding survey questions or the project as a whole.

Distribution

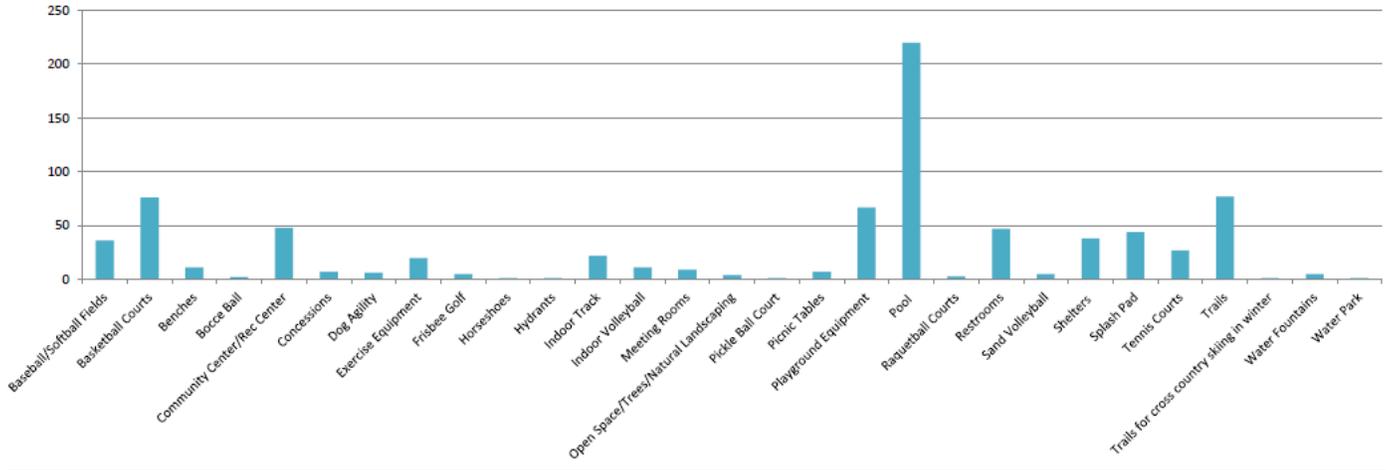
Both paper and digital copies were made available to the community. Electronic links were provided on the City's website, Parks and Recreation's Facebook page, HBK Facebook and Twitter pages, and various other social media outlets. Advertisements were also run in the *West Branch Times* to increase knowledge of the survey and direct links to the paper were provided. Paper copies were distributed at the Public Library, West Branch Community School's Friday Folders, and the high school's homerooms. Several drop off points for completed paper surveys included City Hall, Jack and Jill, and the Public Library.

Analysis & Results

The public survey was closed on February 13th, 2014, with approximately 415 surveys completed. Analysis of the surveys was completed through SurveyMonkey©. Each question's results were compiled into graphs or charts depending on their format to display the public response. The following page contains sample graphs and charts showing the formats provided to depict public's answers to various questions from the survey. The full survey results can be found in Appendix E.

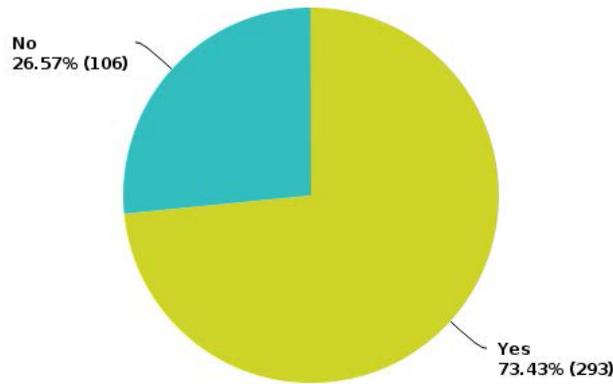


What Features/Amenities would your Household be Most Likely to Use?



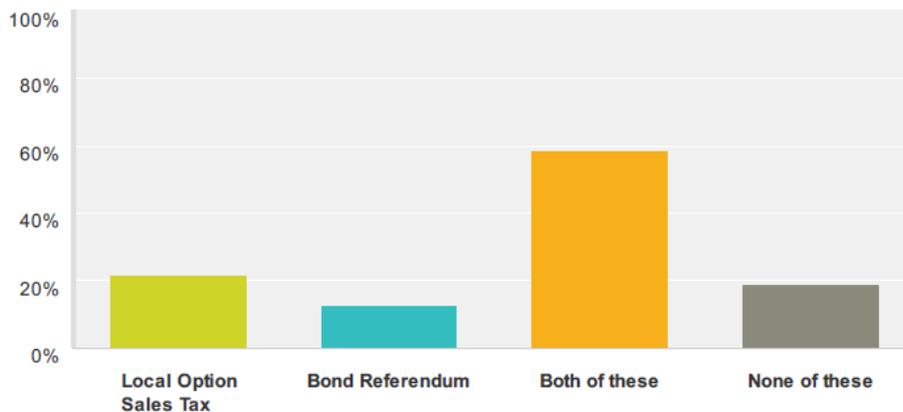
Q13 Would you be in support of combining the new West Branch Public Library with a Recreational Facility and/or Community Center?

Answered: 399 Skipped: 15



Q17 To assist in funding these projects, which of the following would you support?

Answered: 382 Skipped: 32



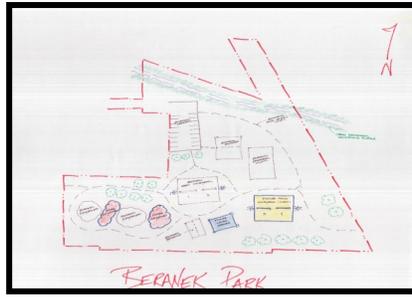
Design Charrettes

Logistics

HBK Engineering and FEH Architects led a design charrette at West Branch City Hall on April 24, 2014. This meeting took place from 8:00 a.m. until 7:30 p.m., with formal presentations held at noon and 7:00 p.m. City staff, parks and recreation commission members, and steering committee representatives attended and assisted with discussion throughout the charrette process.

Process

The design charrette consisted of developing and drawing multiple site plan options using a variety of drawing tools. The starting site plans were developed based on the designers initiative and the public survey results. As the morning continued and project stakeholders and the general public visited the charrette, opinions and comments were gathered both verbally and on comment sheets. Once the noon hour was reached, approximately 10 site plans were developed for the Pedersen Valley site, and multiple options for Wapsi Park, Beranek Park, and Lion's Field.



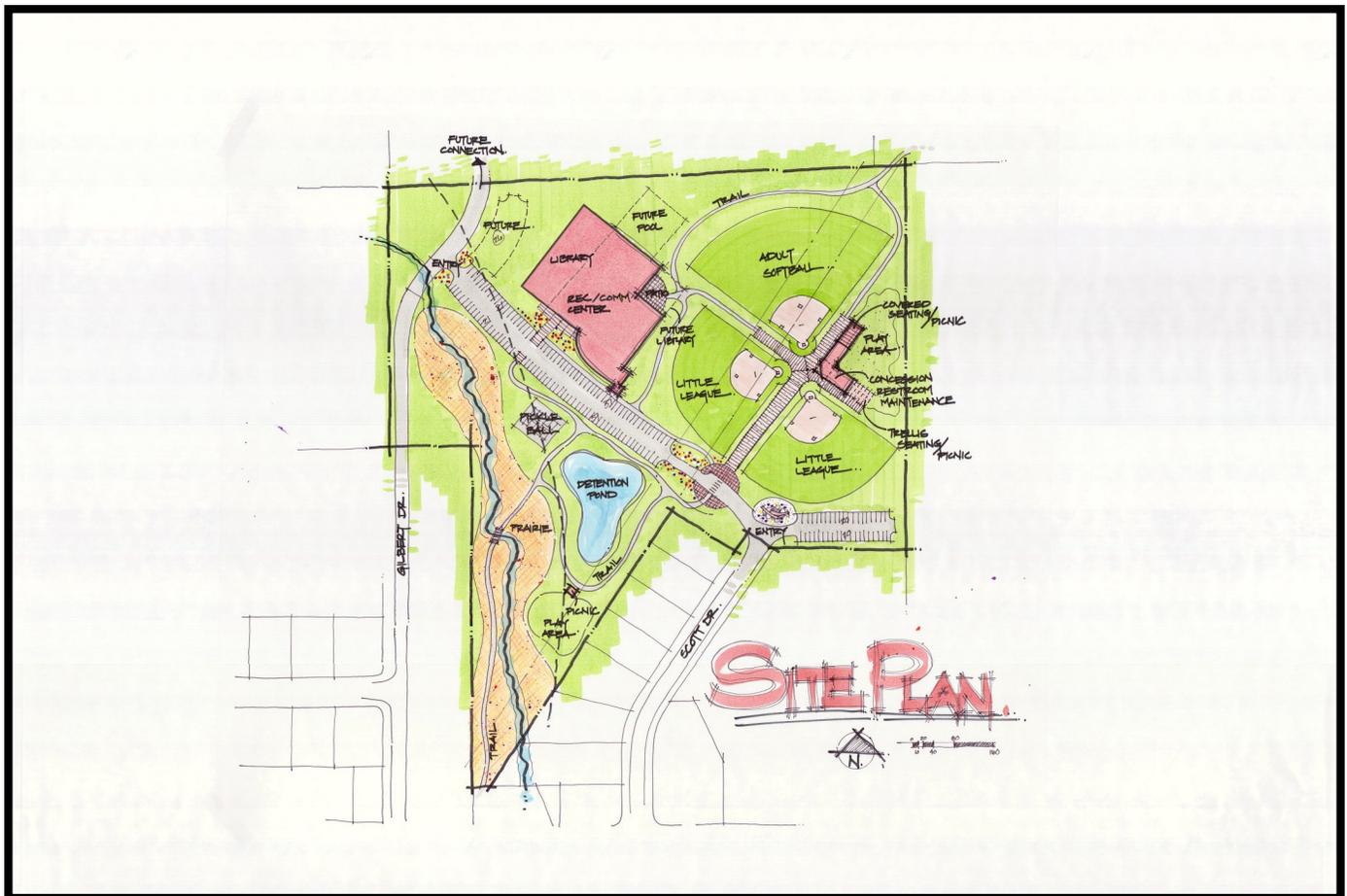
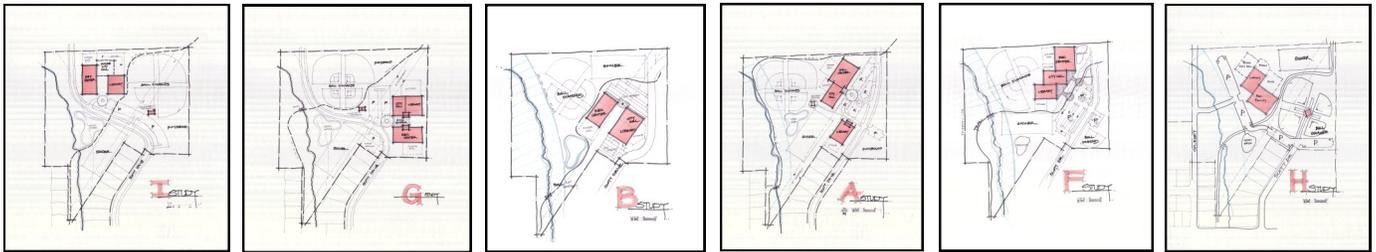
The presentation at noon was well attended and highly constructive. HBK and FEH presented the various developed site plans, providing the features and amenities of each. The site plans were discussed with the public with continuing interaction and feedback. From this discussion, positives and negatives were developed and those in attendance were in clear agreement on many opinions which led to more concise direction for the afternoon process. During the afternoon charrette process, the earlier site plans were modified and detail was added based on the guidance from staff and the public at the noon presentation.

Throughout the afternoon participation from the public was consistent and welcoming. During the mid-afternoon portion the design team hit a snag in regards to the size needs for the ball fields at Pedersen Valley. Originally it was thought that only youth-sized fields were wanted; however, after further discussion with staff and the public it was apparent that there was a desire for larger ball fields that could accommodate both youth, young adults and adults. Various recommendations and opinions were expressed as to how big those fields would need to be. In follow up, the design team received valuable information from the West Branch High School coach and settled on required dimensions. Due to the increased size of field dimensions and the constraints of the site itself, the site was deemed able to fit three fields. Two youth sized fields and one adult sized field.

Design Charrettes

Results

- Multi-direction access to Pedersen Valley preferred. (i.e. Scott Drive and Gilbert Drive)
- No soccer park at Pedersen Valley due to the site size constraints. Focus on soccer field activities should take place at Lion's Field.
- Four baseball/softball fields would be ideal at Pedersen Valley, with a centralized multi-use concession facility. It was later determined that only three fields would fit the site.
- Modifications to the existing Lion's Field are needed in order to continue to use that park as the main soccer facility.
- Many found the amphitheater/band shell idea at Wapsi to be original and promising.
- Additional sand volleyball courts are main interest and needed at Beranek Park.



Infrastructure

Utilities and infrastructure are a key to site design and development, and the same holds true with park improvements. Aside from the West Branch Dog Park, public utilities including water main, sanitary sewer and, in most cases, storm sewer are readily available and within a short distance from their service needs. The City of West Branch water main and sanitary sewer maps have been evaluated and mapped into the enclosed site plans, with approximate lengths of services listed within the cost estimates for the individual parks.

Another important component of site plan development are stormwater practices. HBK feels that stormwater quality is a high priority with all development, and even more so in a publicly owned, operated, and often visited setting such as parks. With that being said, HBK highly suggests including stormwater quality and quantity practices into these parks as able and needed. Pedersen Valley Recreation Complex provides many opportunities to introduce infiltration practices to the public by way of



pervious pavement, bio-retention cells, bio-swales, and even rainwater harvesting for use of irrigation to the ball fields. With all of the parks, we emphasize the need to transform what may be an existing degraded stream bank into an amenity that the public will enjoy and want to interact with. This can include stream corridor restoration, native plantings, trail systems adjacent to and along side, and proper stabilization methods to prohibit further erosion and maintenance in the future. Many of these stormwater practices can receive assistance funding through grants and low interest loans.

By designing and installing infiltration practices not only is stormwater quality addressed, but reductions can be made in stormwater management practices downstream. One prime example would be the inclusion of pervious pavement in the parking lots or bio-retention cells and native plantings in green space at Pedersen Valley in order to minimize the size of the stormwater management basin.



Project Phasing

The phasing of the overall Strategic Plan has been given considerable consideration. Knowing that this project is currently not funded, having a plan of attack and future planned schedule is imperative to determining the amount of funding needed and when it will be utilized. In addition, though most of the attention has been on Pedersen Valley due to the highly visible features and amenities, it is important that the City include improvements to all the other parks and the overall trail system as part of the proposed phasing. This will not only keep momentum and maintenance on track, but also provide all citizens benefits that can be accessed by their contribution of funding.

Based on Project Stakeholder input, the general public survey results, and design charrette process, the following phasing is recommended for the overall comprehensive plan:

Phase 1

- *Beraneck Park:* Sand volleyball courts, lighting upgrades
- *Lions Park:* Public restroom, ADA access from parking to field, and soccer field renovation
- *Wapsi Park:* Trailhead parking lot, public restroom, future playground
- *Pedersen Park:* all exterior site work

Phase 3

- *Beraneck Park:* Water feature
- *Lions Park:* Terraced slope seating
- *Wapsi Park:* Tennis courts
- *Pedersen Park:* Library

Phase 5

- *Pedersen Park:* Potential City Hall Office

Phase 2

- *Beraneck Park:* Playground equipment
- *Wapsi Park:* Trail and bridge
- *Pedersen Park:* Recreation and Community Center

Phase 4

- *Meadows Park:* PCC trail, public restrooms
- *Lions Park:* Trail expansion with bridge crossing
- *Wapsi Park:* Amphitheater
- *Pedersen Park:* Indoor/outdoor swimming pool(s)
- *Dog Park:* Water line, public restrooms

Site Plans

The following 11x17 sheets provide a conceptual site plan for the following parks:

- Beranek Park
- Lion's Field
- Wapsi Park
- Pedersen Valley

The Dog Park and Meadows Park are included in the Strategic Plan, but the site plans have been left out due to already existing outside development of the Dog Park and unknown direction of the Meadows Subdivision development. The Dog Park has moved forward with numerous improvements as they near the opening day for this facility. Such features include shelters, fencing, benches, and lights. Remaining higher cost items to keep in mind include future water and sanitary sewer services to support restrooms and/or drinking fountains.

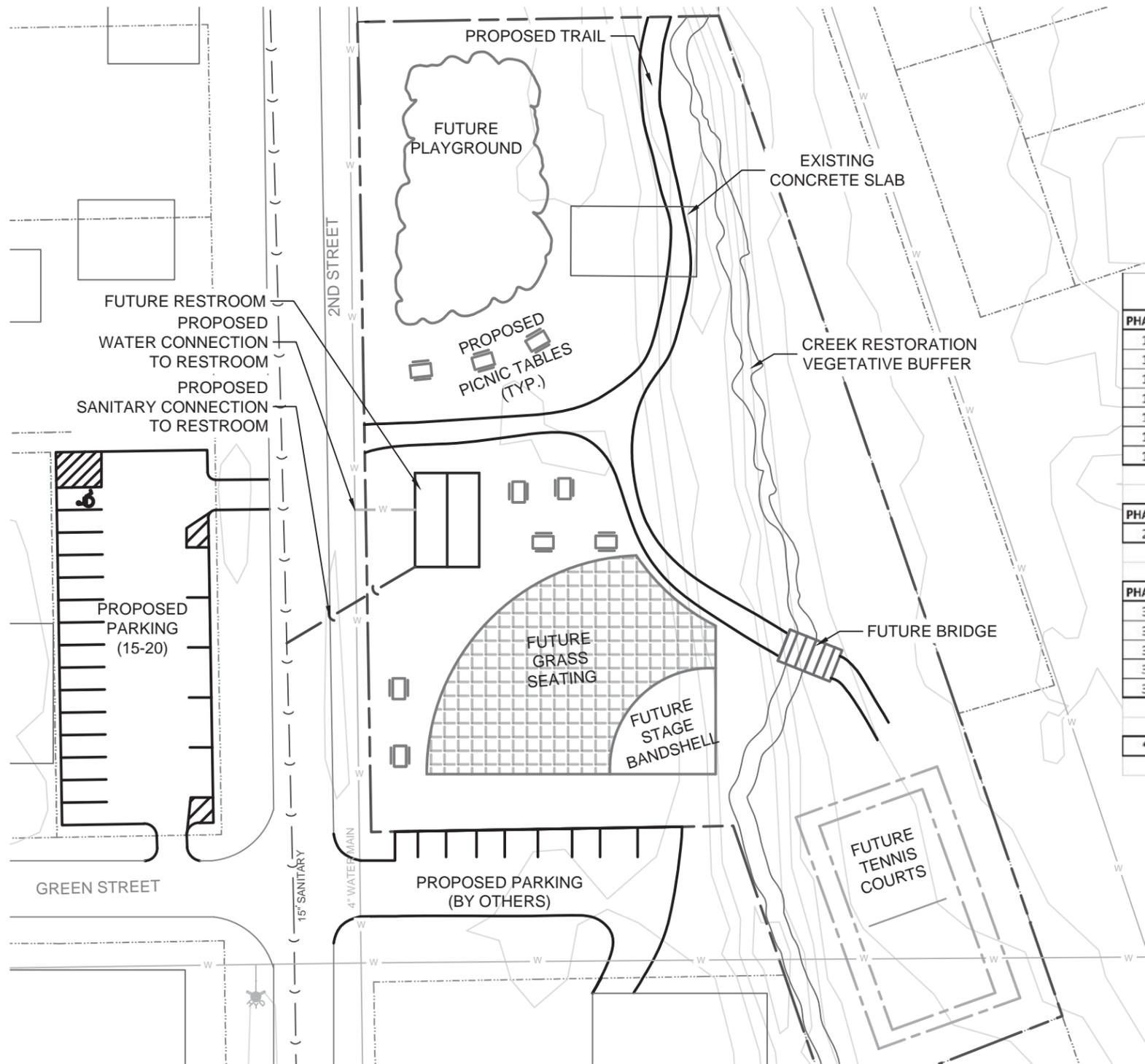


In the enclosed site plans, you will find features and amenities that were found to be the most requested in order to make the park more attractive to the general public. These features are further defined by proposed and recommended phases. These phases relate to the hierarchy of needs based on public input, presumed future budgets, cost of construction, and feasibility of implementation.

Meadows Park continues to be in the design phase, with unknowns existing in terms of the retention pond, trail, and connection to main street.

In addition to the improvements shown on the plans, the City of West Branch has additional projects already scheduled and budgeted for, and shown in the CIP. This includes: on-street parking, adjacent sidewalk, benches, and picnic tables at Wapsi Creek; and parking lot and street improvements at Beranek Park.

WEST BRANCH PARKS AND RECREATION WAPSI PARK SITE DEVELOPMENT



PHASING:

1. TRAILHEAD PARKING LOT (WEST PROPERTY)
PUBLIC RESTROOM
PLAYGROUND
2. TENNIS COURTS
3. TRAIL AND PREFABRICATED BRIDGE
AMPHITHEATER

ESTIMATE OF ITEMS					
PHASE	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
1	Earthwork, Grading		CY	\$10.00	\$0.00
1	Parking Lot, PCC Pavement, 6"	1637	SY	\$45.00	\$73,675.00
1	Granular Subbase, 6"	272	CY	\$35.00	\$9,520.00
1	1" Watermain Connection to Restroom	1	EA	\$2,000.00	\$2,000.00
1	4" Sanitary Sewer Connection to Restroom	60	LF	\$100.00	\$6,000.00
1	Playground	1	LS	\$15,000.00	\$15,000.00
1	Concrete with Post & Beam Restroom Building Kit Package with Install	1	LS	\$95,000.00	\$95,000.00
PHASE 1 SUBTOTAL					\$201,195.00
2	Tennis Court Construction	1	LS	\$50,000.00	\$50,000.00
PHASE 2 SUBTOTAL					\$50,000.00
3	Trail, PCC Pavement, 6"	380	SY	\$45.00	\$17,100.00
3	Granular Subbase, 6"	64	CY	\$35.00	\$2,240.00
3	Prefabricated Bridge	1	LS	\$75,000.00	\$75,000.00
3	Stage, Bandshell, and Seating	1	LS	\$50,000.00	\$50,000.00
3	Picnic Tables	9	EA	\$200.00	\$1,800.00
PHASE 3 SUBTOTAL					\$146,140.00
* 10% Contingency					\$39,957.50
Total Estimated Cost					\$437,292.50

LEGEND:

EXISTING WATER LINE	— w — w —	PROPOSED PROJECT AREA	=====
EXISTING SANITARY SEWER	— } —	PROPOSED TRAIL	=====
EXISTING STORM SEWER	— > —	PROPOSED TENNIS COURT	-----
EXISTING PROPERTY LINE	- - - - -	PROPOSED BATHROOM	=====
EXISTING BUILDING FOOTPRINT	=====	PROPOSED SANITARY SEWER	— } —
EXISTING ELECTRIC	— E —	PROPOSED WATER LINE	— w — w —
EXISTING GAS PIPELINE	— G —	CONTOURS	-----



SEGMENT: **13-0839**

NOTES:

WWW.HBKENGINEERING.COM

ENGINEER:



610 EASTBURY DRIVE, SUITE 1
IOWA CITY, IOWA 52245
PHONE: (319) 338-7557
IOWA DEPARTMENT OF LABOR
REGISTRATION NO. 00527328

OWNER/DEVELOPER:

WEST BRANCH PARKS & RECREATION

201 E. MAIN ST.
WEST BRANCH, IA
52358

CONTRACTOR:

TBD

TITLE:

WAPSI PARK
SITE LAYOUT

REVISIONS

REV	DATE	DESCRIPTION	BY
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			

DRAWN BY:	CHECKED BY:	APPROVED BY:
SMM	BAB	BAB

PROJECT NUMBER:	13-0839
FILE NAME:	130839
DATE DRAWN:	06/11/2014
SCALE:	1"=40'

SHEET: 1 OF 1

WEST BRANCH PARKS AND RECREATION PEDERSEN VALLEY SITE DEVELOPMENT



SEGMENT:
13-0839

NOTES:

WWW.HBKENGINEERING.COM

ENGINEER:



610 EASTBURY DRIVE, SUITE 1
IOWA CITY, IOWA 52245
PHONE: (319) 338-7557
IOWA DEPARTMENT OF LABOR
REGISTRATION NO. 06527328

OWNER/DEVELOPER:

**WEST BRANCH PARKS
& RECREATION**

201 E. MAIN ST.
WEST BRANCH, IA
52358

CONTRACTOR:

TBD

TITLE:

COVER SHEET

REVISIONS

REV	DATE	DESCRIPTION	BY
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DRAWN BY:	CHECKED BY:	APPROVED BY:
SMM	BAB	BAB

PROJECT NUMBER:	13-0839
FILE NAME:	130839
DATE DRAWN:	6/16/2014
SCALE:	N.T.S.

SHEET: **1 OF 1**

PHASING:

1. ALL EXTERIOR SITE WORK AS SHOWN ON PLAN
2. RECREATIONAL/COMMUNITY CENTER
3. LIBRARY
4. INDOOR/OUTDOOR SWIMMING POOL(S)

ESTIMATE OF ITEMS

PHASE	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
1	PCC Paving, 8"	3460	SY	\$45.00	\$155,700.00
1	Trail, PCC Pavement, 6"	5650	SY	\$35.00	\$197,750.00
1	Parking, PCC Pavement, 7"	5600	SY	\$40.00	\$224,000.00
1	Water Main (Service)	967	LF	\$60.00	\$58,020.00
1	Sanitary Sewer (Service)	999	LF	\$85.00	\$84,915.00
1	Storm Sewer (Pipes and Intakes)	1	LS	\$40,000.00	\$40,000.00
1	Concession Stand with Restrooms	1	EA	\$90,000.00	\$90,000.00
1	Native Prairie Seeding	3	ACRE	\$1,800.00	\$5,400.00
1	Seed Open Areas	9	ACRE	\$1,000.00	\$9,000.00
1	Creek Restoration	13	STA	\$3,500.00	\$45,500.00
1	Playground with Equipment	1	EA	\$35,000.00	\$35,000.00
1	Grading with Import Materials	185000	CY	\$5.00	\$925,000.00
1	Stormwater Detention Basin	3000	CY	\$25.00	\$75,000.00
1	Adult Baseball Field	1	EA	\$375,000.00	\$375,000.00
1	Little League Baseball Fields	2	EA	\$275,000.00	\$550,000.00
1	Bleachers	360	LF	\$75.00	\$27,000.00
PHASE 1 SUBTOTAL					\$2,897,285.00

PHASE	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
2	Community/Rec Center	1	LS	\$5,000,000.00	\$5,000,000.00
PHASE 2 SUBTOTAL					\$5,000,000.00

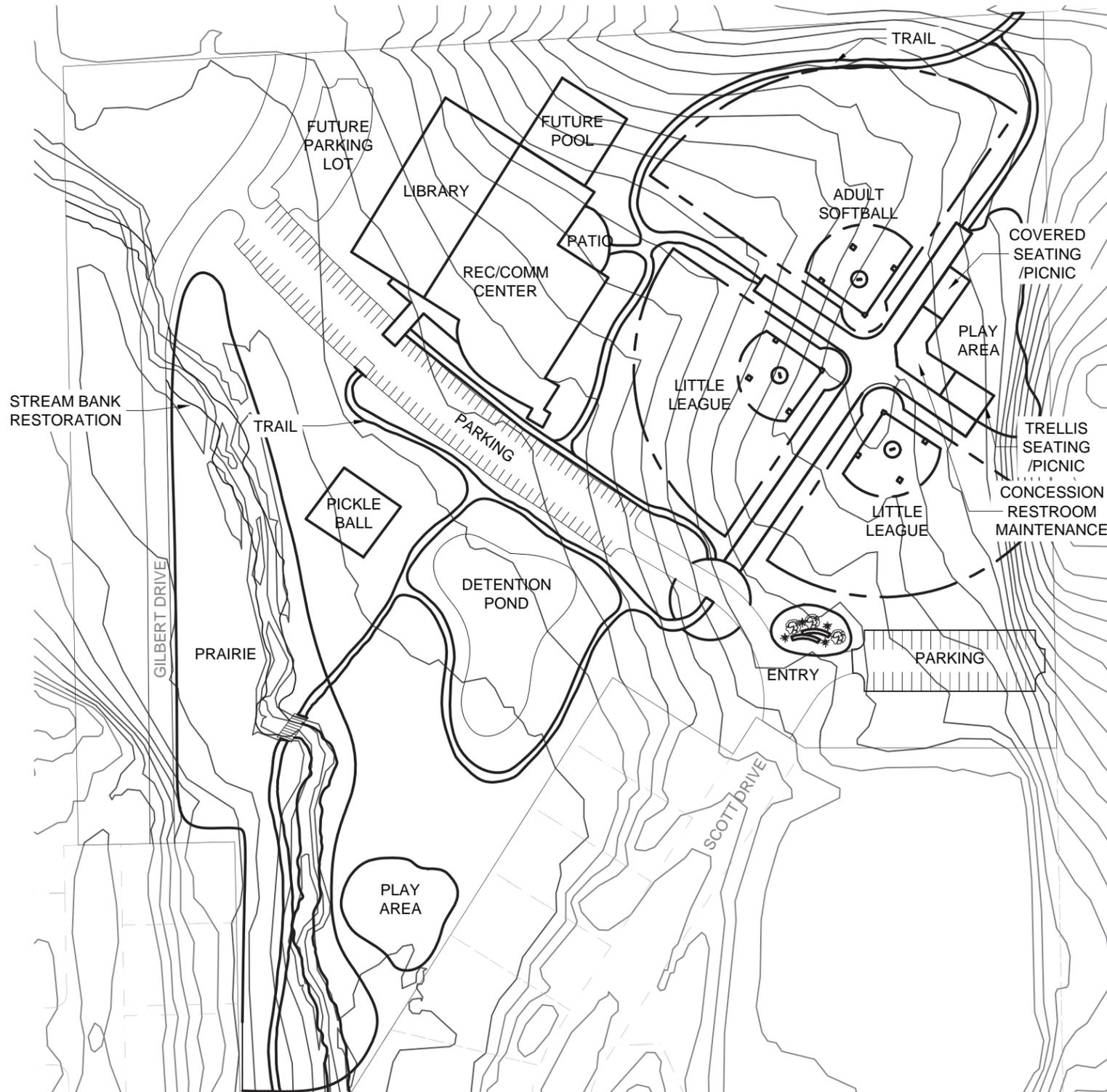
PHASE	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
3	Public Library	1	LS	\$3,500,000.00	\$3,500,000.00
PHASE 3 SUBTOTAL					\$3,500,000.00

PHASE	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
4	Indoor/Outdoor Swimming Pool	1	LS	\$0.00	\$0.00
PHASE 4 SUBTOTAL					\$0.00

* 10% Contingency					\$1,139,728.50
Total Estimated Cost					\$12,537,013.50

LEGEND:

EXISTING WATER LINE	— — — — —	PROPOSED PROJECT AREA	_____
EXISTING SANITARY SEWER	- - - - -	PROPOSED TRAIL	— · — · —
EXISTING STORM SEWER	- > - > -	PROPOSED SOCCER FIELD	— — — — —
EXISTING PROPERTY LINE	- · - · - ·	PROPOSED BATHROOM	_____
EXISTING BUILDING FOOTPRINT	_____	PROPOSED SANITARY SEWER	- - - - -
EXISTING ELECTRIC	— E —	PROPOSED WATER LINE	_____
EXISTING GAS PIPELINE	— G —	CONTOURS	_____



WEST BRANCH PARKS AND RECREATION LIONS PARK SITE DEVELOPMENT



SEGMENT: **13-0839**

NOTES:

WWW.HBKENGINEERING.COM

ENGINEER:



618 EASTBURY DRIVE, SUITE 1
IOWA CITY, IOWA 52245
PHONE: (319) 338-7557
IOWA DEPARTMENT OF LABOR
REGISTRATION NO. 06527328

OWNER/DEVELOPER:

**WEST BRANCH PARKS
& RECREATION**

201 E. MAIN ST.
WEST BRANCH, IA
52358

CONTRACTOR:

TBD

TITLE:

COVER SHEET

REVISIONS

REV	DATE	DESCRIPTION	BY
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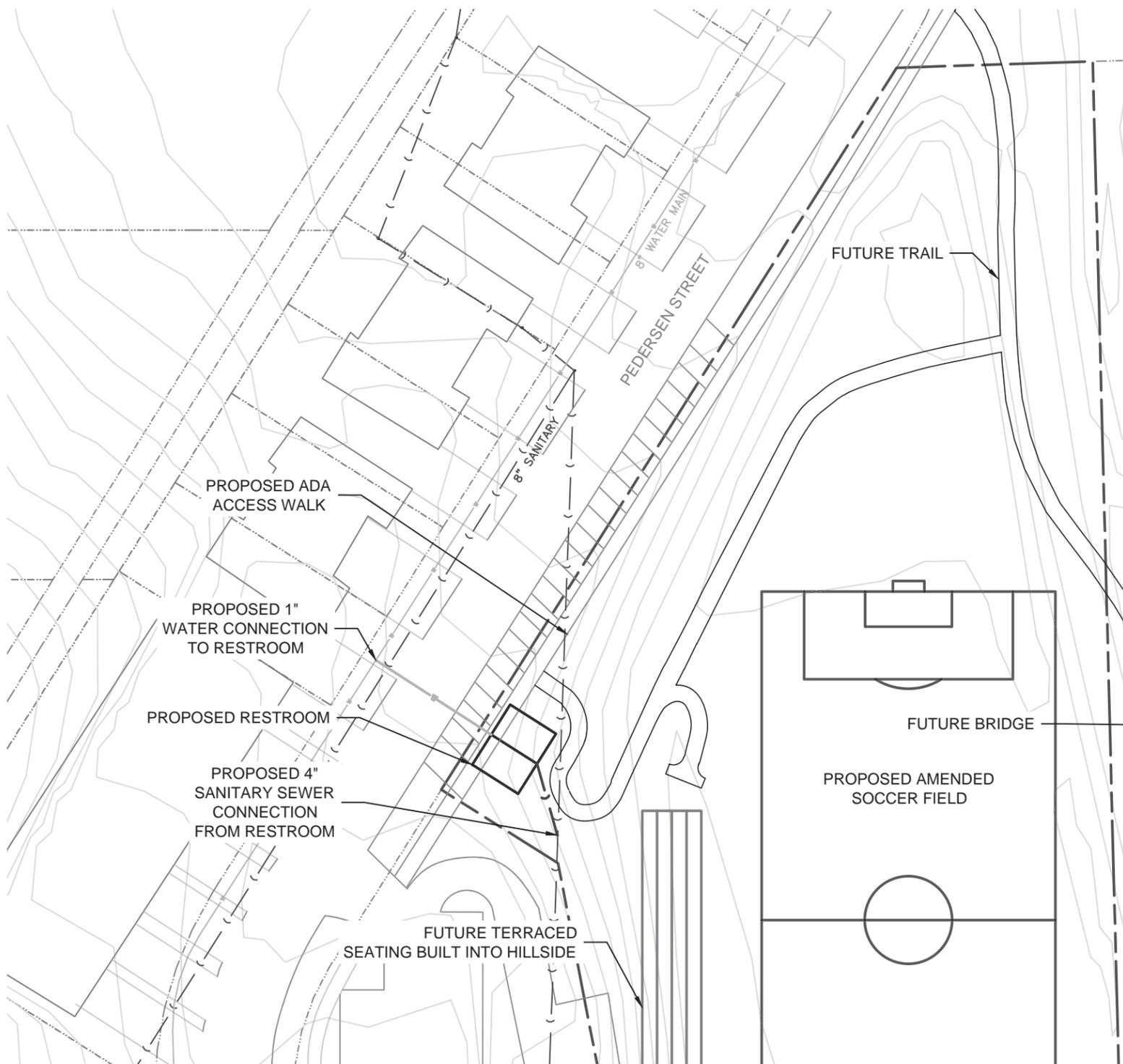
DRAWN BY:	CHECKED BY:	APPROVED BY:
SMM	BAB	BAB

PROJECT NUMBER:	13-0839
FILE NAME:	130839
DATE DRAWN:	06/11/2014
SCALE:	1"=30'

SHEET: **1 OF 1**

PHASING:

1. PUBLIC RESTROOM
ADA ACCESS FROM PARKING TO FIELD
SOCCER FIELD RENOVATION
2. TRAIL EXPANSION WITH BRIDGE CROSSING
3. TERRACED SLOPE SEATING

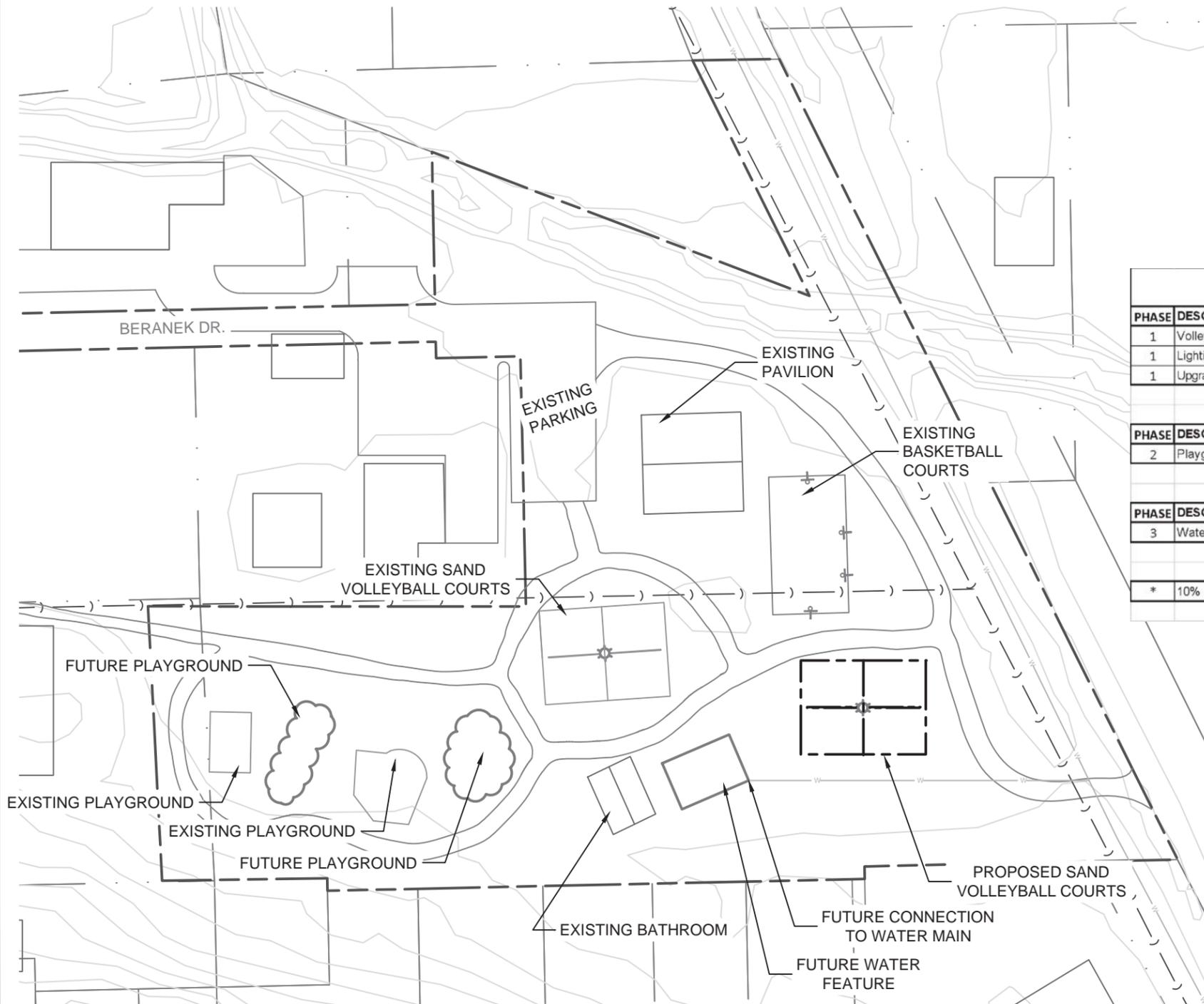


ESTIMATE OF ITEMS					
PHASE	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
1	1" Watermain Connection to Restroom	1	EA	\$2,000.00	\$2,000.00
1	4" Sanitary Sewer Connection to Restroom	42	LF	\$100.00	\$4,200.00
1	Concrete with Post & Beam Restroom Building Kit Package with Install	1	LS	\$95,000.00	\$95,000.00
1	Soccer Field Construction	1	LS	\$100,000.00	\$100,000.00
1	ADA Access Installation	1	LS	\$20,000.00	\$20,000.00
PHASE 1 SUBTOTAL					\$221,200.00
PHASE	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
2	Trail, PCC Pavement, 6"	742	SY	\$45.00	\$33,390.00
2	Granular Subbase, 6"	227	CY	\$35.00	\$7,945.00
2	Prefabricated Bridge	1	LS	\$75,000.00	\$75,000.00
PHASE 2 SUBTOTAL					\$116,335.00
PHASE	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
3	Seeding/Sod	2	ACRE	\$2,500.00	\$5,000.00
3	Terraced Seating	1	LS	\$4,400.00	\$4,400.00
PHASE 3 SUBTOTAL					\$9,400.00
* 10% Contingency					\$34,693.50
Total Estimated Cost					\$381,628.50

LEGEND:

EXISTING WATER LINE	— w — w —	PROPOSED PROJECT AREA	—————
EXISTING SANITARY SEWER	— s — s —	PROPOSED TRAIL	— · — · —
EXISTING STORM SEWER	— > — > —	PROPOSED TENNIS COURT	— · — · —
EXISTING PROPERTY LINE	— · — · —	PROPOSED BATHROOM	—————
EXISTING BUILDING FOOTPRINT	—————	PROPOSED SANITARY SEWER	— s — s —
EXISTING ELECTRIC	— E — E —	PROPOSED WATER LINE	— w — w —
EXISTING GAS PIPELINE	— G — G —	CONTOURS	—————

WEST BRANCH PARKS AND RECREATION BERANEK PARK SITE DEVELOPMENT



PHASING:

1. SAND VOLLEYBALL COURTS
LIGHTING UPGRADES
2. PLAYGROUND EQUIPMENT
3. WATER FEATURE

ESTIMATE OF ITEMS

PHASE	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
1	Volleyball Court Construction	2	EA	\$10,000.00	\$20,000.00
1	Lighting	1	LS	\$10,000.00	\$10,000.00
1	Upgrade Lighting	1	LS	\$5,000.00	\$5,000.00
PHASE 1 SUBTOTAL					\$35,000.00
PHASE	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
2	Playground Installation	1	LS	\$15,000.00	\$15,000.00
PHASE 2 SUBTOTAL					\$15,000.00
PHASE	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
3	Water Feature/Splash Pad Installation	1	LS	\$5,000.00	\$5,000.00
PHASE 3 SUBTOTAL					\$5,000.00
*	10% Contingency				\$5,500.00
Total Estimated Cost					\$55,000.00

LEGEND:

EXISTING WATER LINE	— w — w —	PROPOSED PROJECT AREA	=====
EXISTING SANITARY SEWER	— } —	PROPOSED TRAIL	— · — · —
EXISTING STORM SEWER	— > —	PROPOSED TENNIS COURT	— · · — · · —
EXISTING PROPERTY LINE	- - - - -	PROPOSED BATHROOM	=====
EXISTING BUILDING FOOTPRINT	=====	PROPOSED SANITARY SEWER	— } —
EXISTING ELECTRIC	— E —	PROPOSED WATER LINE	— w — w —
EXISTING GAS PIPELINE	— G —	CONTOURS	~~~~~



SEGMENT:
13-0839

NOTES:

WWW.HBKENGINEERING.COM

ENGINEER:



610 EASTBURY DRIVE, SUITE 1
IOWA CITY, IOWA 52245
PHONE: (319) 338-7557
IOWA DEPARTMENT OF LABOR
REGISTRATION NO. 00527328

OWNER/DEVELOPER:

WEST BRANCH PARKS
& RECREATION
201 E. MAIN ST.
WEST BRANCH, IA
52358

CONTRACTOR:

TBD

TITLE:

SITE LAYOUT

REVISIONS

REV	DATE	DESCRIPTION	BY
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DRAWN BY:	CHECKED BY:	APPROVED BY:
SMM	BAB	BAB

PROJECT NUMBER: 13-0839

FILE NAME: 130839

DATE DRAWN: 05/13/2014

SCALE: 1"=50'

SHEET:

1 OF 1
106

Cost Estimates

CITY of WEST BRANCH
 HBK Job 13-839
Comprehensive Parks Planning Project
 5.1.14

COST ESTIMATE

No.	ITEM	QTY	UNIT	UNIT COST	ITEM TOTAL
PEDERSEN					
1	PCC Paving, 8"	3460	SY	\$45.00	\$155,700.00
2	PCC Trail Paving, 6"	5650	SY	\$35.00	\$197,750.00
3	PCC Parking Lot, 7"	5600	SY	\$40.00	\$224,000.00
4	Concession Stand w/ Restrooms	1	EA	\$90,000.00	\$90,000.00
5	Native Prairie Seeding	3	ACRE	\$1,800.00	\$5,400.00
6	Seed Open Areas	9	ACRE	\$1,000.00	\$9,000.00
7	Creek Restoration	13	STA	\$3,500.00	\$45,500.00
8	Playground w/ Equipment	1	EA	\$35,000.00	\$35,000.00
9	Grading w/ Import Material	185000	CY	\$5.00	\$925,000.00
10	Stormwater Detention Basin	3000	CY	\$25.00	\$75,000.00
11	Adult Baseball Field	1	EA	\$375,000.00	\$375,000.00
12	Little League Baseball Fields	2	EA	\$275,000.00	\$550,000.00
13	Bleachers	360	LF	\$75.00	\$27,000.00
*	10% CONTINGENCY				\$271,435.00
PEDERSEN VALLEY TOTALS					\$2,985,785.00
LIONS FIELD					
1	Restroom Facility	1	EA	\$65,000.00	\$65,000.00
2	PCC Access Walk	83	SY	\$35.00	\$2,905.00
*	10% CONTINGENCY				\$6,790.50
LIONS FIELD TOTALS					\$74,695.50
WAPSI VALLEY					
1	Restroom/Shelter Facility	1	EA	\$80,000.00	\$80,000.00
2	Playground Equipment	1	LS	\$20,000.00	\$20,000.00
*	10% CONTINGENCY				\$10,000.00
WAPSI VALLEY TOTALS					\$110,000.00
BERANEK					
1	2 Sand Volleyball Courts	2	EA	\$10,000.00	\$20,000.00
2	Lighting for Courts	1	EA	\$15,000.00	\$15,000.00
3	Sand Volleyball Equipment	1	EA	\$2,000.00	\$2,000.00
*	10% CONTINGENCY				\$3,700.00
BERANEK TOTALS					\$40,700.00
MEADOWS					
1	PCC Trail, 6"	300	SY	\$35.00	\$10,500.00
2	Restroom Facility	1	EA	\$65,000.00	\$65,000.00
*	10% CONTINGENCY				\$7,550.00
MEADOWS TOTALS					\$83,050.00
DOG PARK					
1	Restroom Facility	1	EA	\$65,000.00	\$65,000.00
*	10% CONTINGENCY				\$6,500.00
DOG PARK TOTALS					\$71,500.00
TOTAL ESTIMATE					\$3,365,730.50

Notes:

1. Baseball field estimates assume lighting, fence, and scoreboards.
2. Grading is based on 2' aerial contours and requires substantial cut and fill. This number assumes flattening out much of the area in order to build baseball fields and have ADA accessible trail systems. Please note grading quantities can fluctuate based on detailed design, retaining wall placement, and layout configuration.
3. Paving thickness is assumed based on typical practice and knowledge. Pavement quantities include extension of Gilbert Drive as shown in final Site Plan developed at design charrette.
4. Utility extensions and connections are included in facility costs.
5. All features listed for Pedersen Valley are based on final Site Plan developed during design charrette process.

Funding

As with any project, funding is not only necessary but can and will dictate to what degree a plan can be implemented. Based on the cost estimates to provide the site improvements addressed in this plan, funding will be critical to the success of the project moving forward. Several funding mechanisms were discussed throughout the Strategic Plan process including but not limited to: Local Option Sales Tax (LOST), Bond Referendum, Grant Assistance, and Tax Incremental Funding (TIF). Moving forward, these funding sources will need to be better defined and evaluated in order to finalize phasing of the overall project as well as the individual park improvements.

Phase 1 Funding

- Estimated costs = \$3,500,000
- 10-year LOST extension
- TIF funding

Phase 2 Funding

- Estimated costs = \$5,000,000*
- Fundraising/Donors
- Grants
- General Fund Bonds

Phase 3 Funding

- Estimated costs = \$3,500,000*
- Fundraising/Donors
- Grants
- General Fund Bonds

Phase 4 Funding

- Fundraising/Donors
- Grants
- General Fund Bonds

* Costs estimated and provided via City of West Branch CIP process. No detailed estimate completed by HBK as part of report.

The City of West Branch has purchased a "3-pack" of grant applications through eCivis which needed to be utilized prior to May of 2014. Two \$100,000+ grants will be written, including the USDA Office of Rural Development Community Facilities Grant Program and the Federal Lands Access Program (FLAP) through the Iowa DOT and Eastern Federal Lands Highway Division (EFLHD).

City staff intend to apply for several smaller grants (<\$25,000), including the Minnesota Twins Community Fund: Twins Fields for Kids Program, the Christopher and Dana Reeve Foundation: Quality of Life Grant, and the Baseball Tomorrow Fund.

HBK has also provided a list of possible funding assistance programs that could be pursued if desired in Appendix G.

Summary

Based on the public interaction, staff involvement, and feedback received, HBK can confidently state that the City of West Branch population overall is enthusiastic and optimistic about the future state of the park system within the community. With a growing number of young families calling West Branch home, the needs for such facilities and programs is stronger than ever and that clearly shows in the public survey results as well as valuable and insightful input provided during the entire process. Though the Pedersen Valley Recreation Complex receives much of the attention due to the high profile facilities, it is imperative that the other remaining parks receive the maintenance and minor improvements needed to continue to serve the immediate needs of the community as well as play a role for their specific programs and geographic fit.

From the public survey results and interaction with City staff and the Commissions, it appears combining the new Public Library with the Community & Recreation Center is favored and will be efficient in terms of programming, staff, family interaction, and funding. As with all the parks, it will be key to plan and design for trail and sidewalk connectivity between parks, schools, existing walkways, and local attractions. The City of West Branch is fortunate to be home to the Herbert Hoover Presidential Park and HBK recommends continuing the community interaction as well as trail connection with City parks and the facilities.

Survey results and public interaction represent the want and need for additional parks and recreational facilities and improvements in West Branch. HBK has been privileged to be a part of this process and firmly believes that momentum and support currently exist to pursue and fund these projects moving forward.



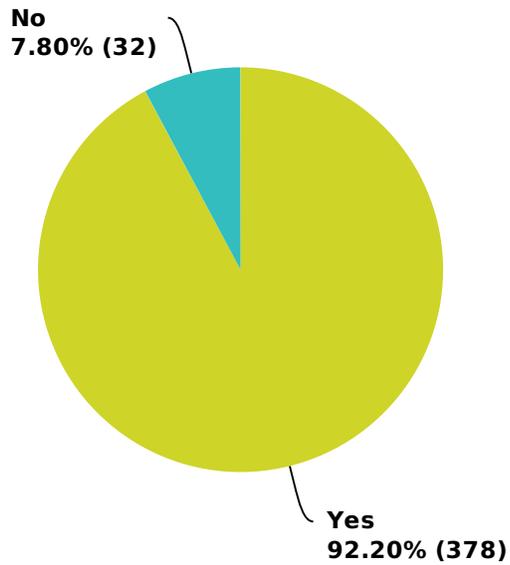
Appendix A: Public Survey Results

UTILITY
INFRASTRUCTURE
SOLUTIONS

hbK
ENGINEERING

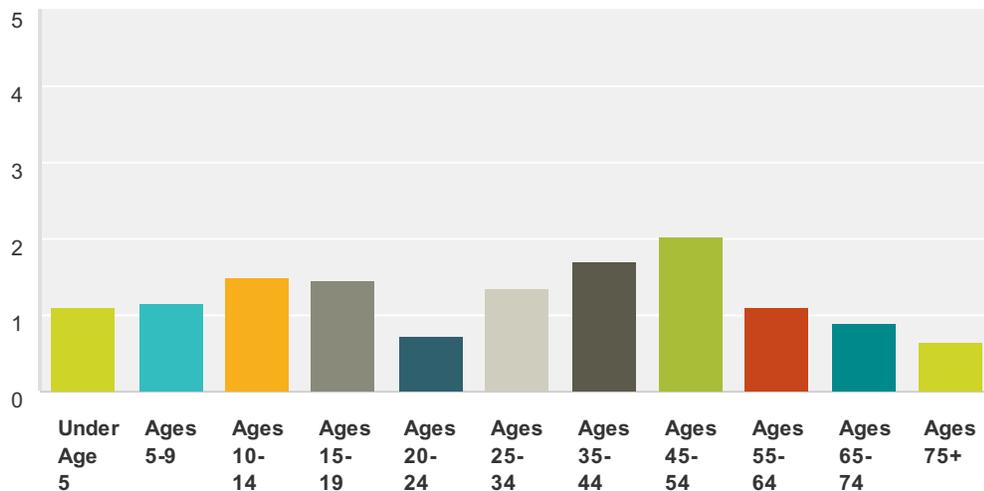
Q1 Is your residence located within the West Branch School District?

Answered: 410 Skipped: 4



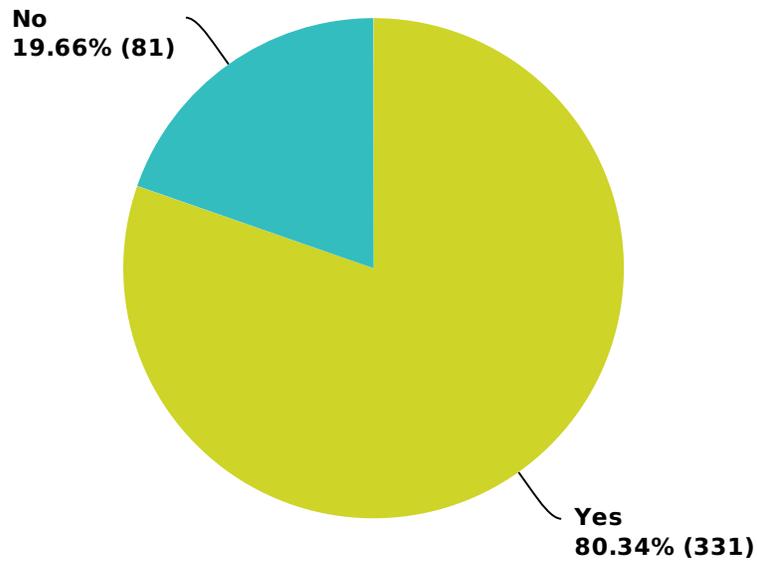
Q3 Including yourself, list the number of people in your household who are:

Answered: 413 Skipped: 1



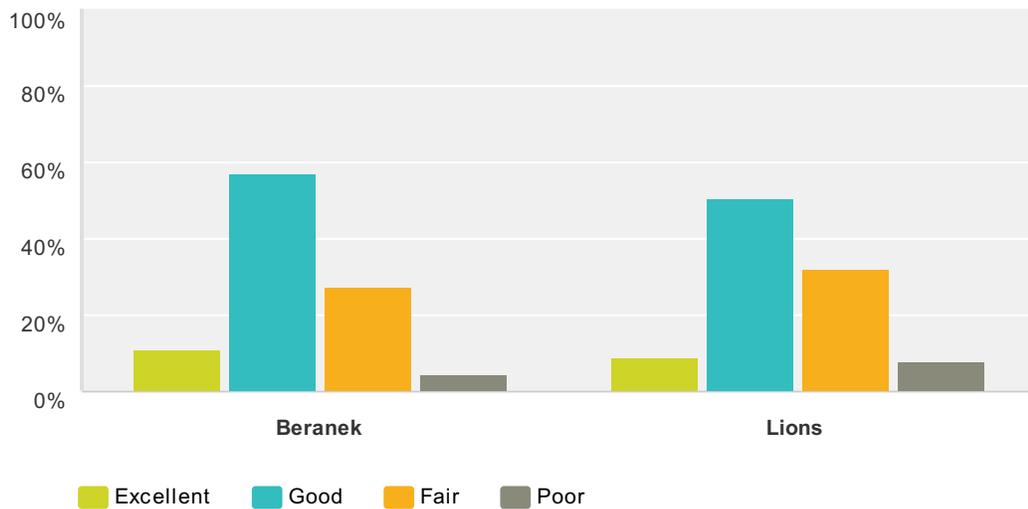
Q4 Have you or members of your household visited any of the City of West Branch parks during the past year?

Answered: 412 Skipped: 2



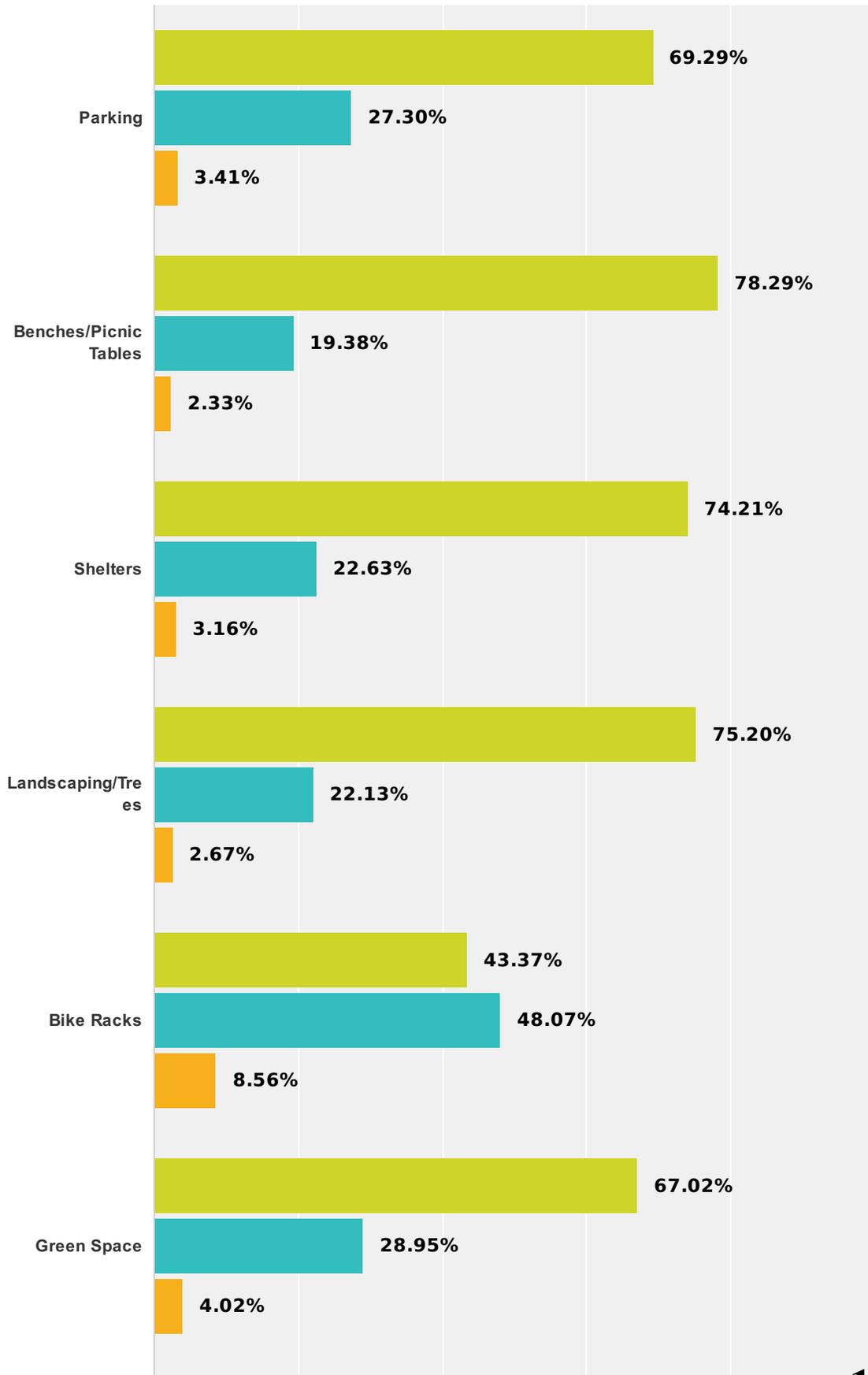
Q5 How would you rate the physical condition of the parks you have visited?

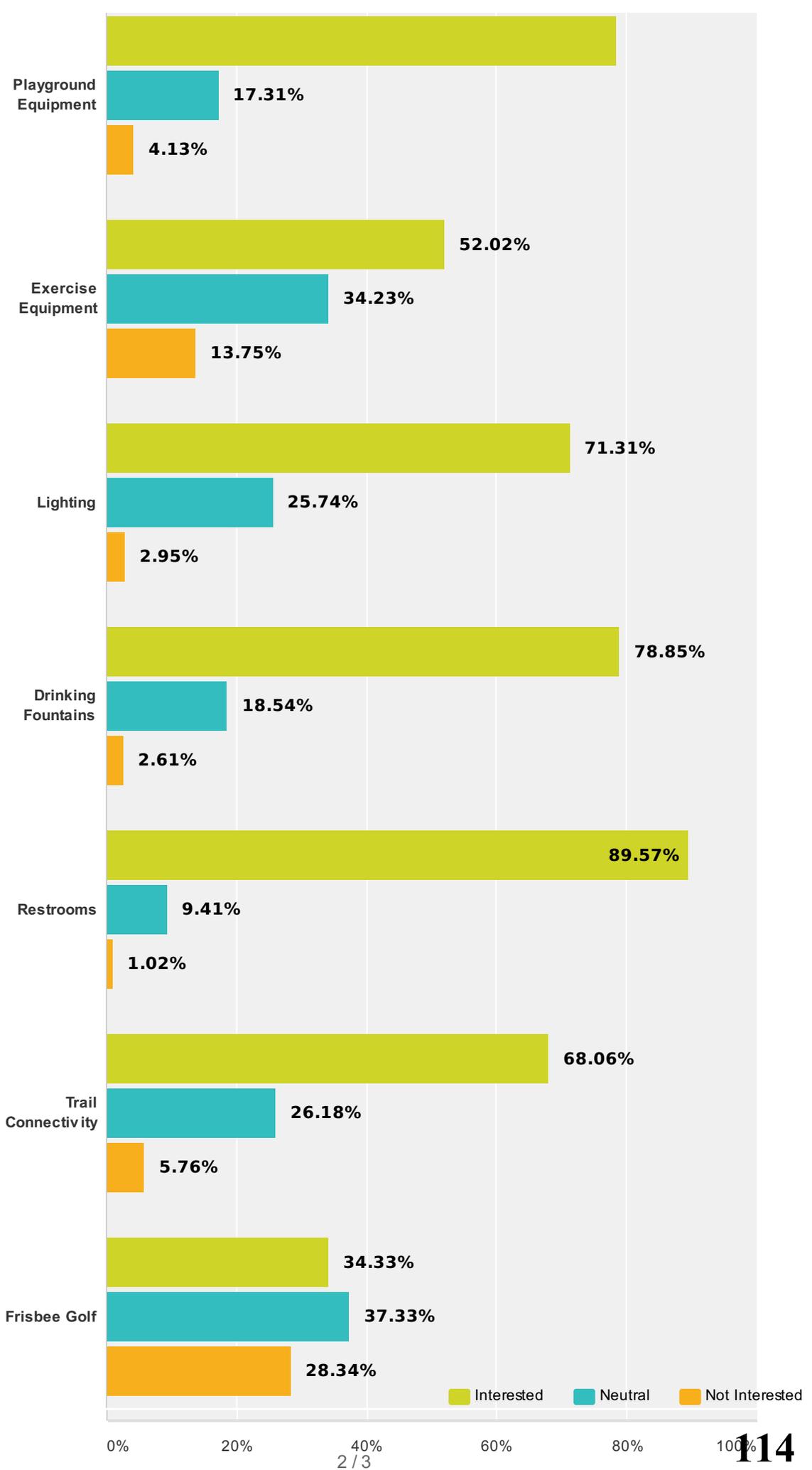
Answered: 382 Skipped: 32



Q6 What amenities would you like to have available to you in West Branch parks?

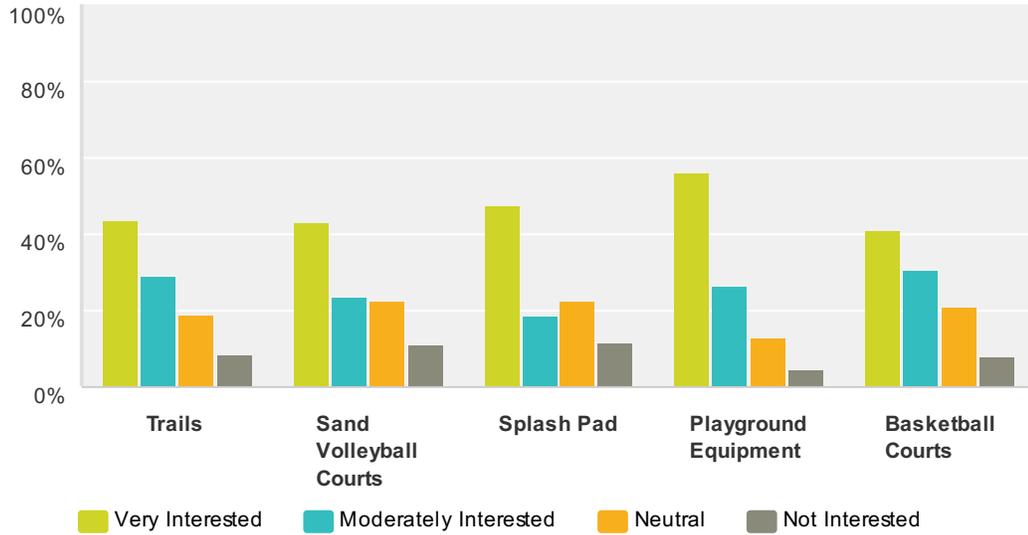
Answered: 405 Skipped: 9





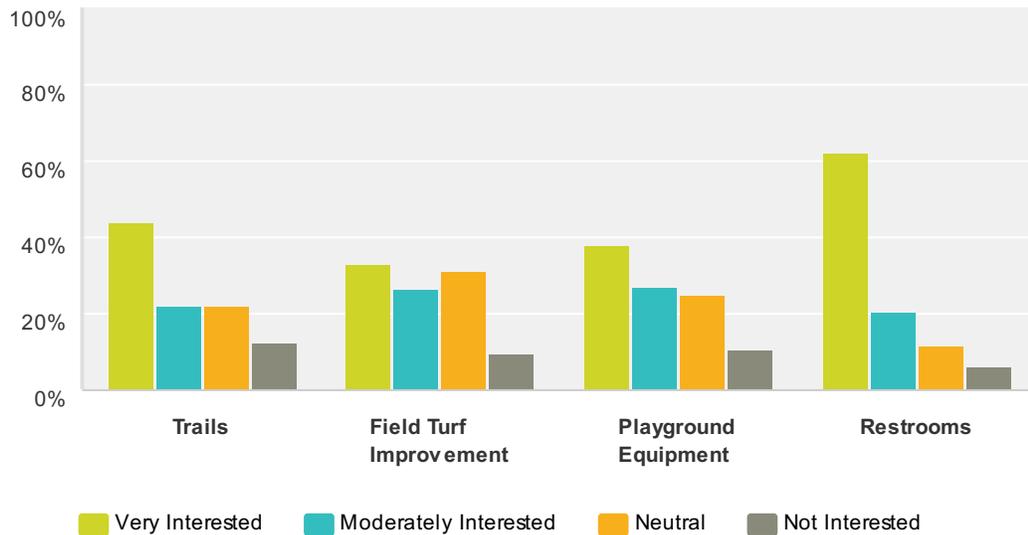
Q7 At Beranek Park, how would you rate your interest in the following features:

Answered: 403 Skipped: 11



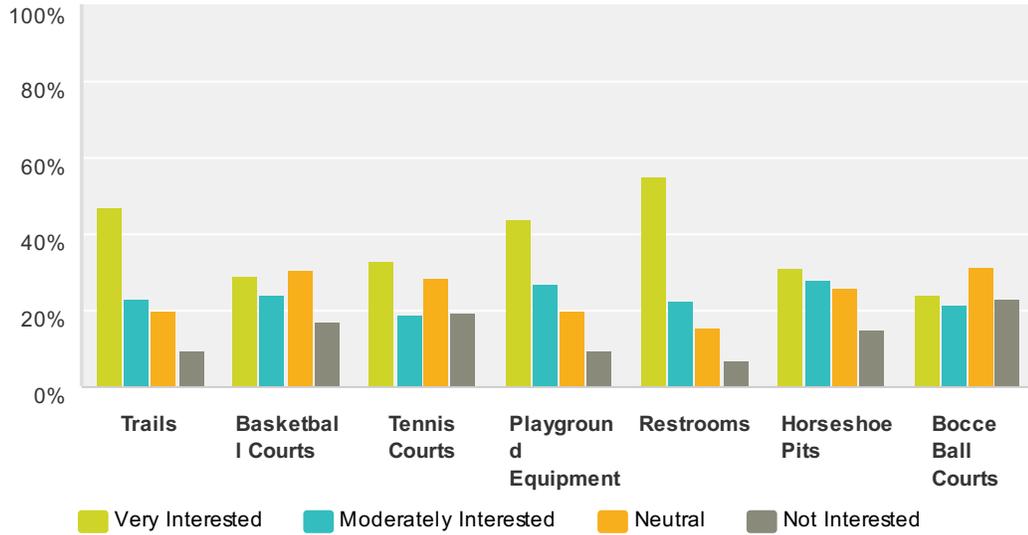
Q8 At Lions Field, how would you rate your interest in adding the following features:

Answered: 393 Skipped: 21



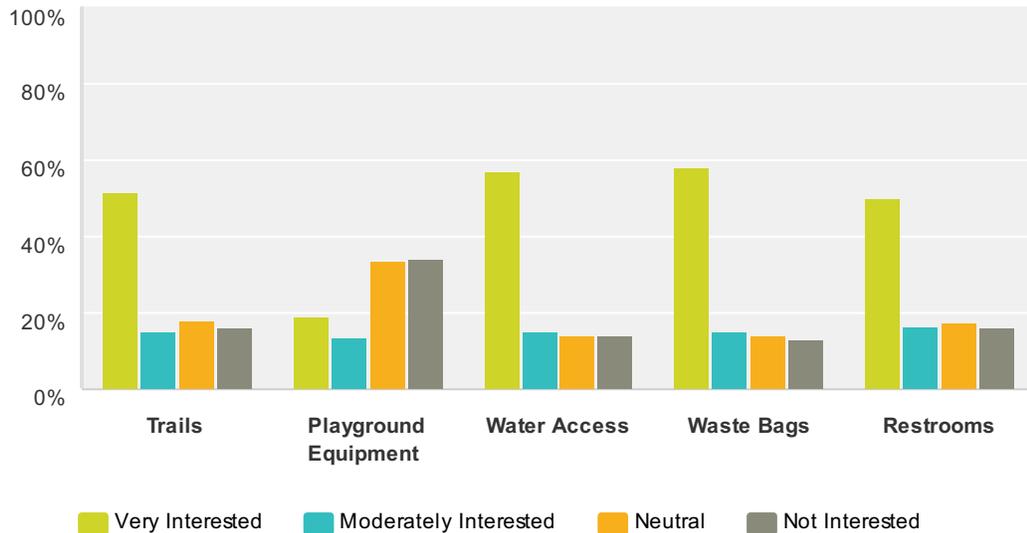
Q9 At Wapsi Park, how would you rate your interest in adding the following features:

Answered: 393 Skipped: 21



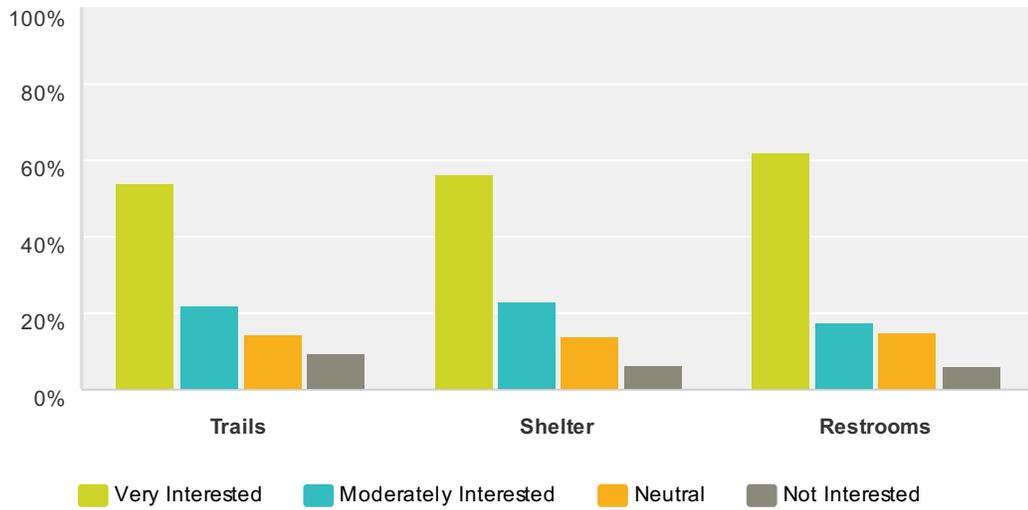
Q10 At the future Dog Park, how would you rate your interest in adding the following features:

Answered: 401 Skipped: 13



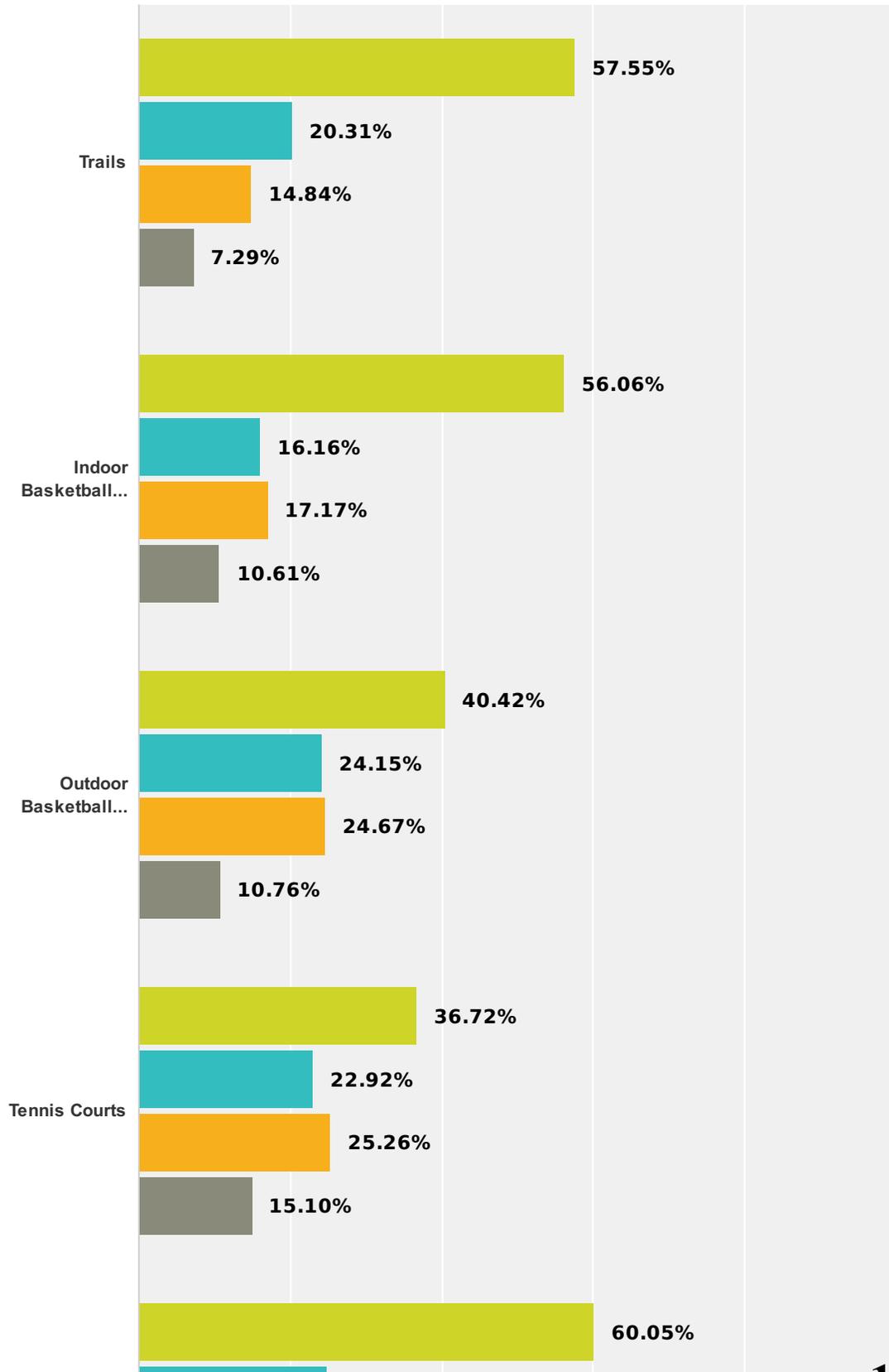
Q11 At the future Meadows Park, how would you rate your interest in adding the following features:

Answered: 398 Skipped: 16

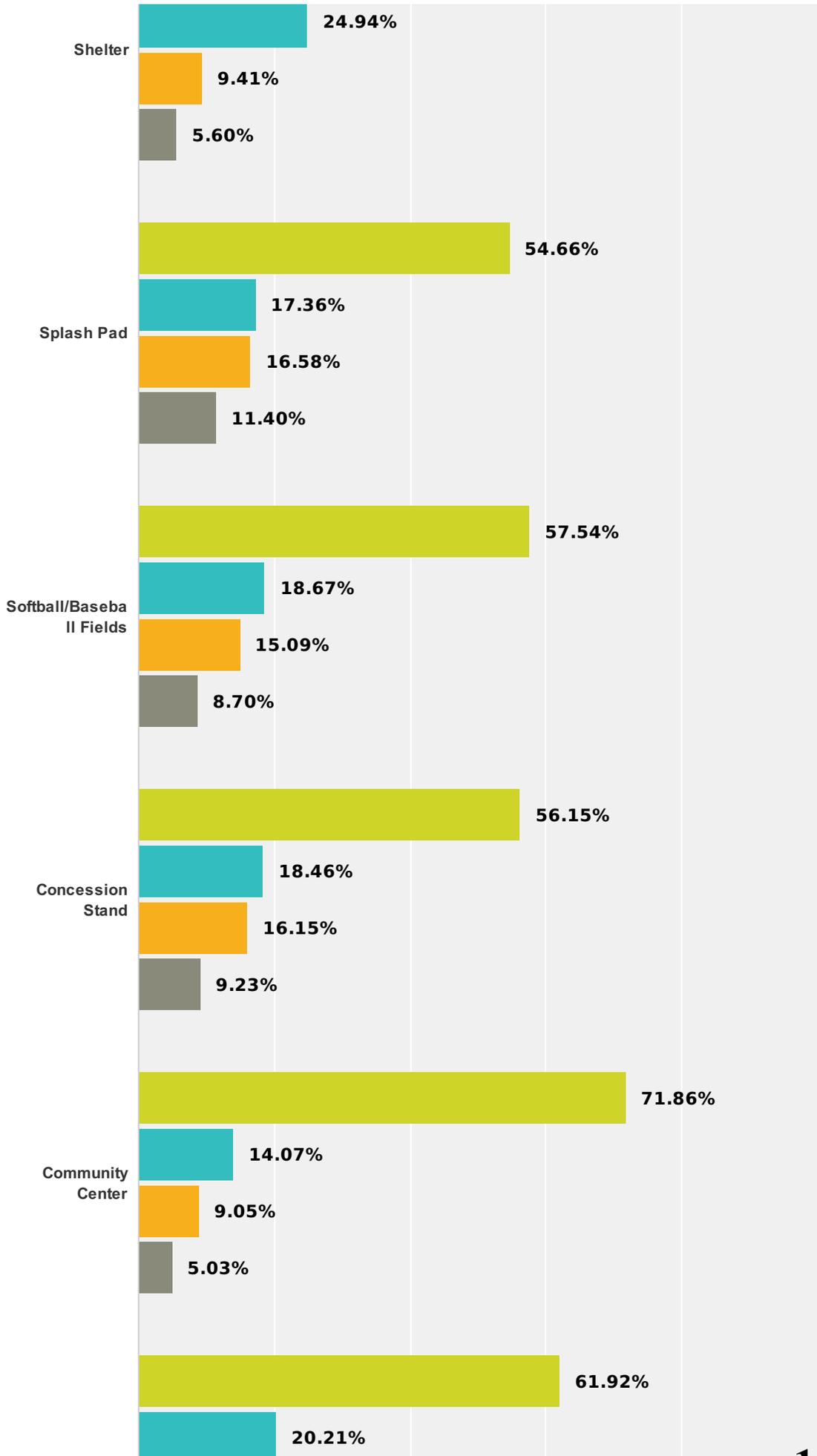


Q12 At the future Pedersen Valley Recreation Complex, how would you rate your interest in adding the following features:

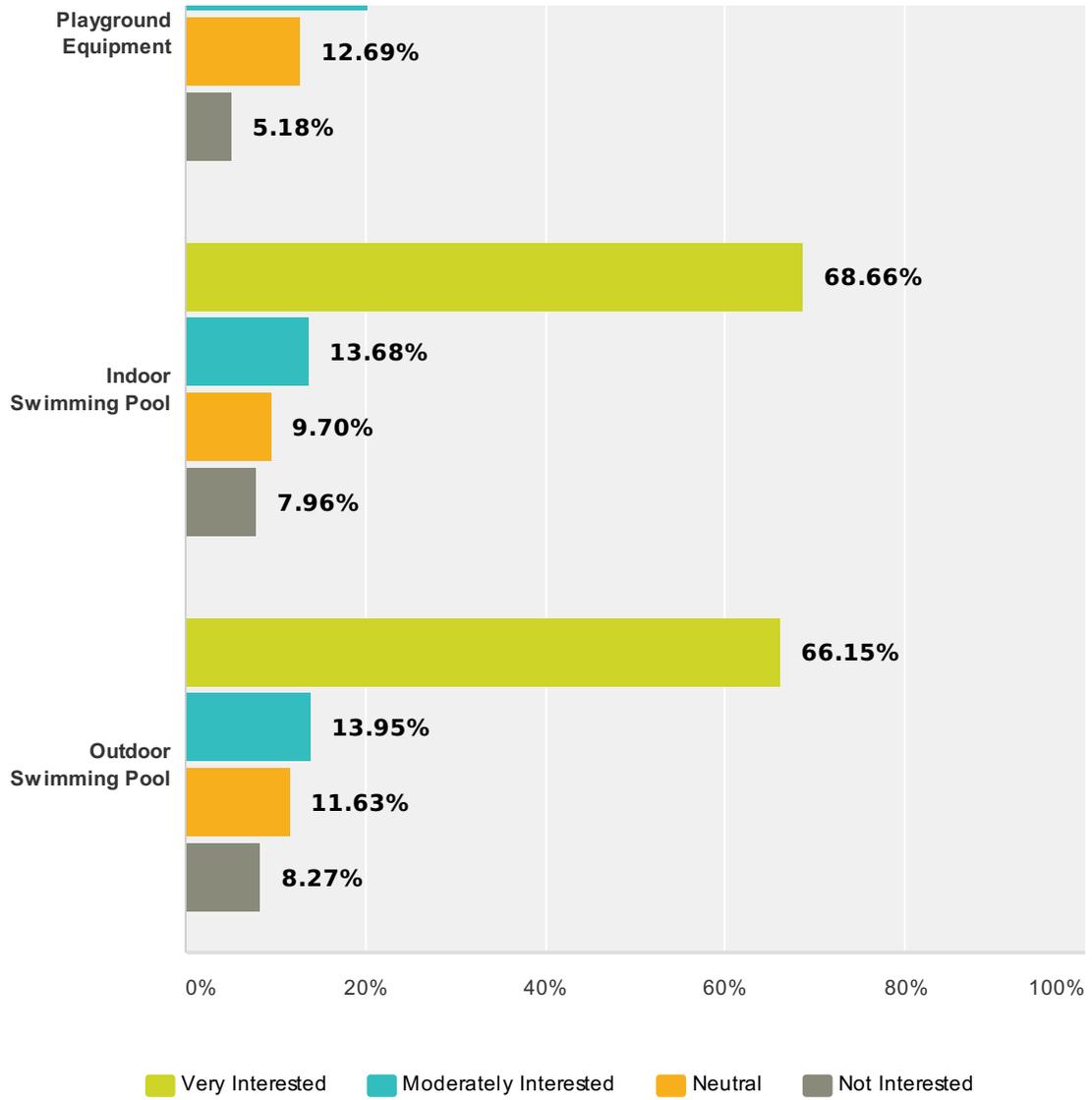
Answered: 410 Skipped: 4



City of West Branch Parks and Rec Public Input Survey

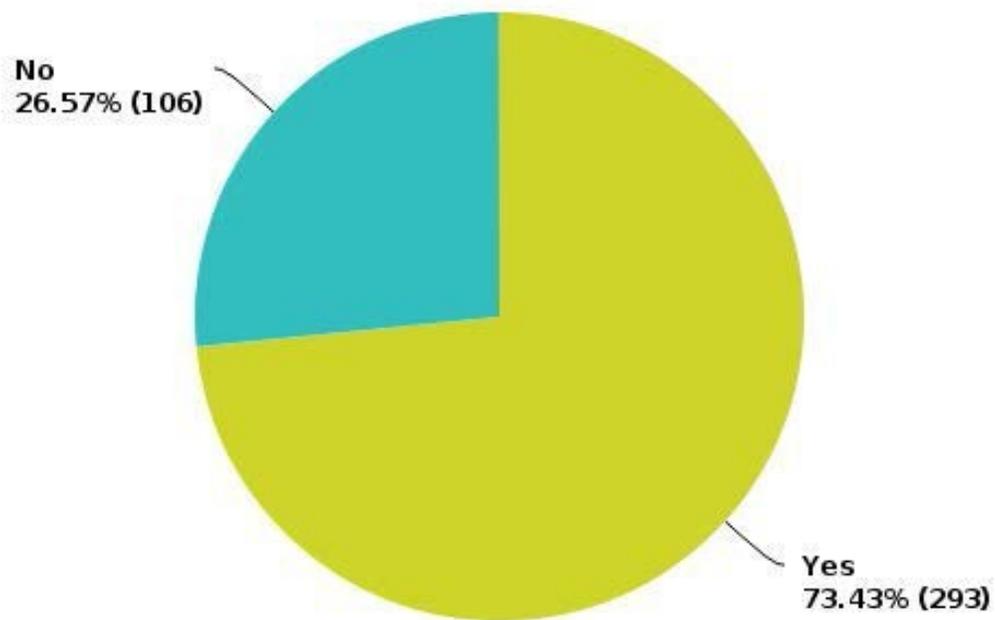


City of West Branch Parks and Rec Public Input Survey



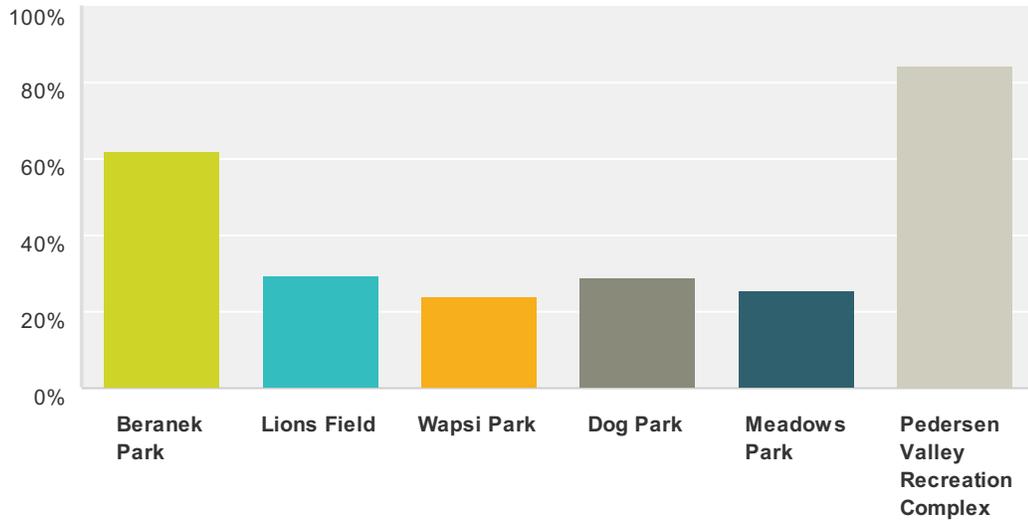
Q13 Would you be in support of combining the new West Branch Public Library with a Recreational Facility and/or Community Center?

Answered: 399 Skipped: 15



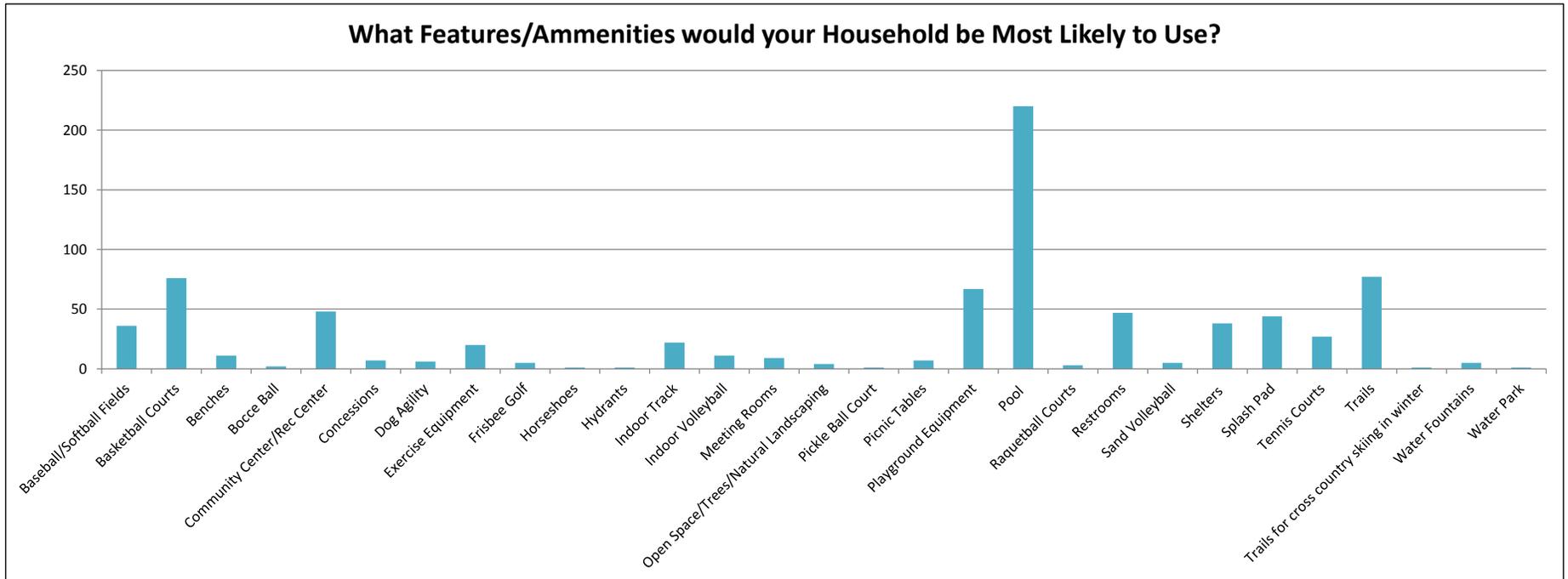
Q14 Given the potential features and amenities listed in this survey, which park(s) would you or members of your household be most likely to visit?

Answered: 400 Skipped: 14

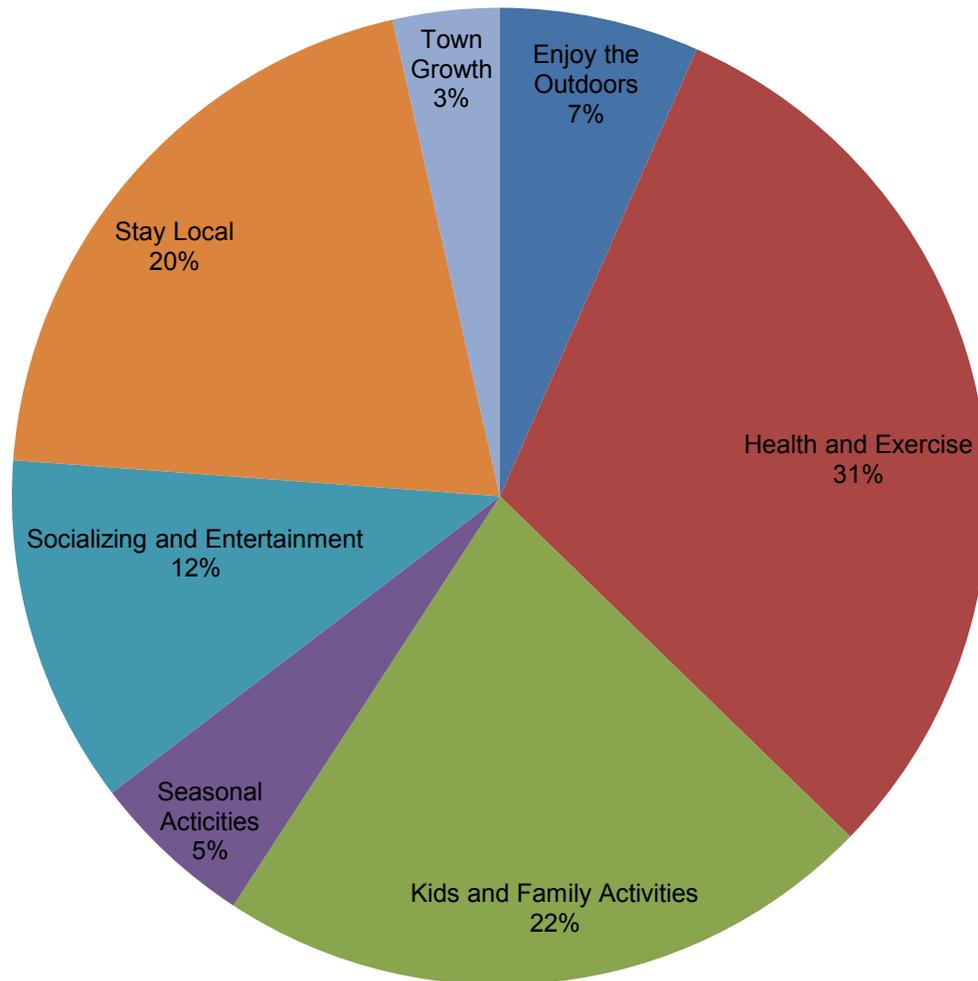


City of West Branch Parks & Rec Public Input Survey

Q15 What Features/Ammenities would your Household be Most Likely to Use?

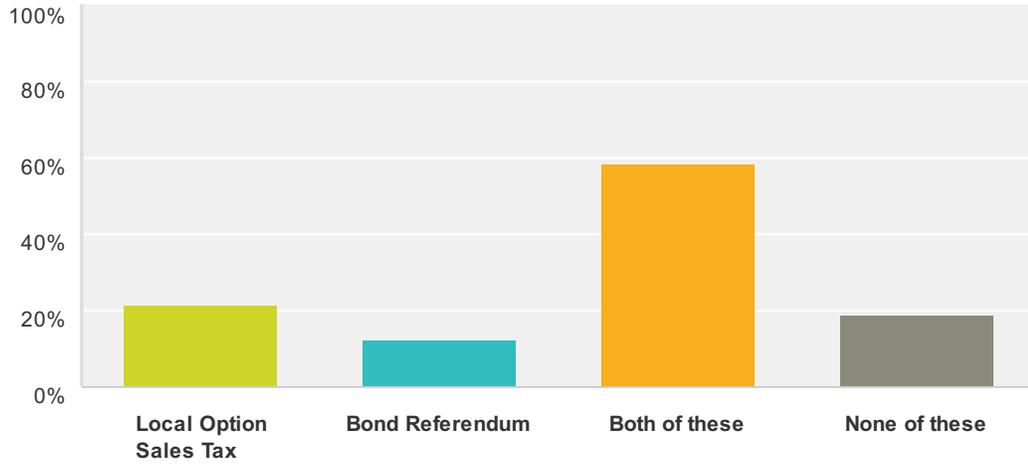


Q16 What Makes these Ammenities Important to your Household?



Q17 To assist in funding these projects, which of the following would you support?

Answered: 382 Skipped: 32

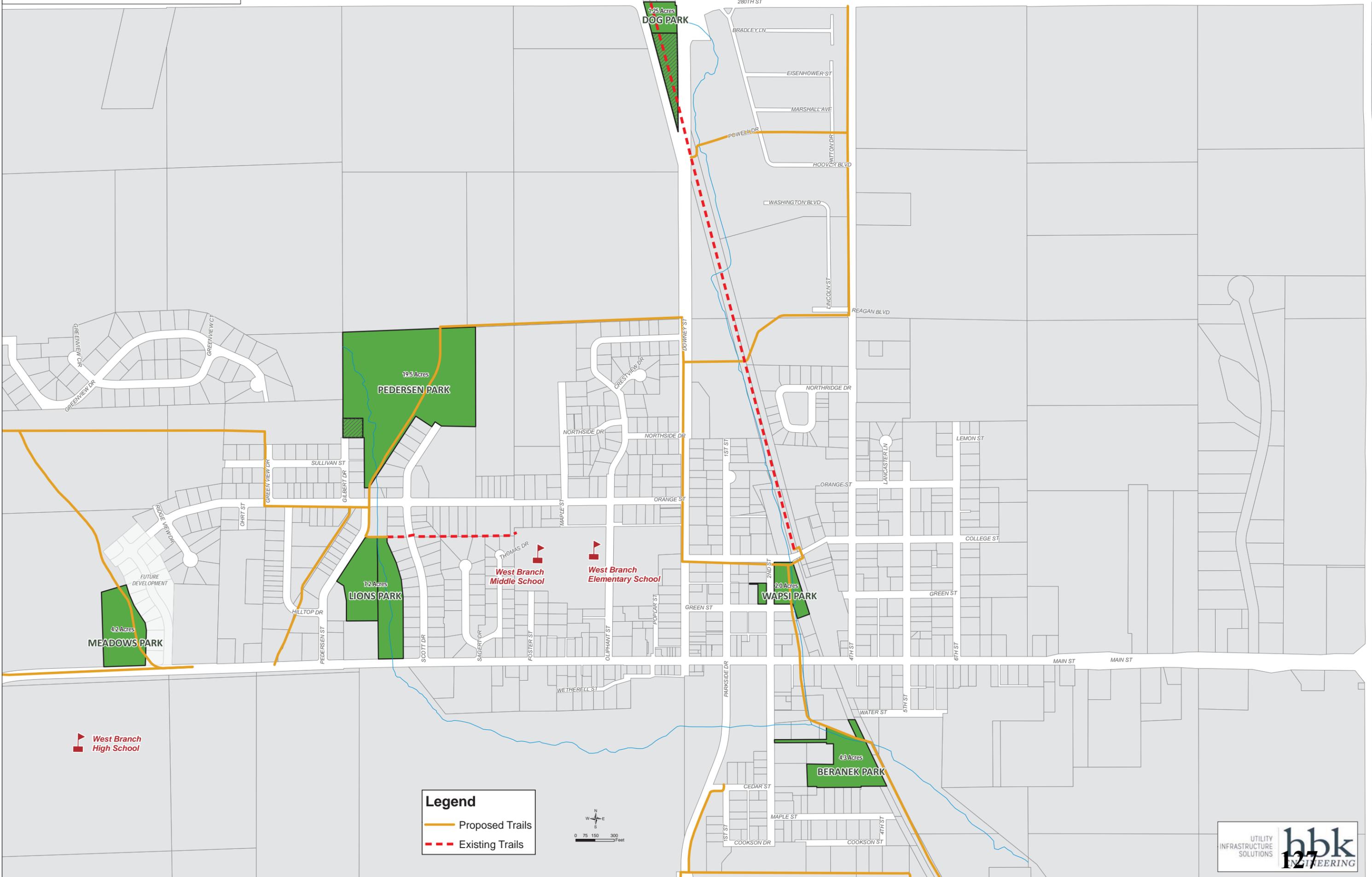


Appendix B: Parks Map

UTILITY
INFRASTRUCTURE
SOLUTIONS

hbK
ENGINEERING

City of West Branch Parks



UTILITY
INFRASTRUCTURE
SOLUTIONS

hbk
ENGINEERING

(Individual)

R/W No. I-CE-137

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Five Dollars (\$5.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to One Dollar (\$1.00) per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, I, or we, Sarah Albaugh

hereinafter referred to as "Grantor" (whether one or more), do hereby grant, bargain, sell and convey unto MID-AMERICA PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement, at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines, gate valves and other appurtenances, including cathodic protection equipment, within the confines of a right of way sixty (60) feet in width, said right of way being twenty (20) feet on the North/West side and forty (40) feet on the South/East side of a line (to be) (as) surveyed and definitely established by the centerline of the initial pipeline constructed for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, situated in the County of Cedar State of Iowa to wit:

The South Half of the Southwest Quarter (8 1/2 of SW 1/4) of Section Thirty Two (32), Township Eighty North (T.80N), Range Four West (R.4W) of the Fifth P. M. Containing 80 Acres more or less.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever. It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, not permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line or lines. Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive. Any payment due hereunder may be made direct to the said Grantor or any one of them.



It is understood that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter hereof not herein expressed.

Grantor represents that the above described land (is not) rented for the period beginning _____, 19____ to _____, 19____ on (cash) (crop) basis to _____.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

HEREBY waiving and releasing the right of homestead.

In Witness Whereof the said Grantor S have hereunto set their hand and seal this 5 day of May, 1960.

Sarah Albaugh (SEAL)
Sarah Albaugh

WITNESS:
O. B. Young

(SEAL)

(Individual)

In consideration of \$1.00 and other consideration, I, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the Grantee therein of the rights granted by said grant.

Dated this _____ day of _____ 19 _____ .

Tenant

FOR USE ONLY IN NEW MEXICO, TEXAS, OKLAHOMA, MISSOURI, NEBRASKA, MINNESOTA, WISCONSIN, IOWA, KANSAS

STATE OF Iowa }
COUNTY OF Jefferson } ss.

BE IT REMEMBERED, That on this 5 day of May, A.D., 19 60 before me a Notary Public, in and for said County and State, personally appeared Sarah Albaugh

to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires July 4, 1960

Melva L. Proctor Notary Public
In & For Jeff. County, Iowa

FOR USE ONLY BY WIFE IN TEXAS

STATE OF TEXAS }
COUNTY OF _____ }

Before me _____, a Notary Public, on this day personally appeared _____ wife of _____ known to me to be the person whose name is subscribed to the foregoing instrument, and, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration herein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this _____ day of _____, 19 _____.

My commission expires _____ Notary Public

RECORDED
INDEXED
SERIALIZED
MAY 12 1960

FILED FOR RECORD
MAY 12 1960
MAY 12 PM 1:22
140 day

MID-AMERICA PIPELINE
COMPANY

TO

Sarah Albaugh

GRANT OF EASEMENT

LINE NO. _____
2631

Draft No. 22388

R/W No. I-CE-7

RATIFICATION AGREEMENT OF GRANT OF EASEMENT

The undersigned (hereinafter called "Grantor" whether one or more), for and in consideration of one and no/100 dollars (\$1.00), cash in hand, and other good, valuable and sufficient considerations paid by Mid-America Pipeline Company (hereinafter called "Grantee"), the receipt of which is acknowledged, hereby accepts, adopts, ratifies and confirms unto Grantee, its successors and assigns, that certain Grant

of Easement, dated May 5, 1960, executed by Sarah Albaugh, and recorded in Book 84, Page 333, Records of Cedar County.

covering certain lands situated in Cedar County, State of Iowa, described as follows:

The South Half of the Southwest Quarter (S $\frac{1}{2}$ of SW $\frac{1}{4}$) of Section Thirty Two (32), Township Eighty North (T.80N), Range Four West (R.4W) of the Fifth P. M. containing 80 Acres more or less.

For the same consideration, Grantor hereby grants and conveys unto Grantee, its successors and assigns, a Right of Way on, over and through the above described land for the purpose and with the Rights contained in the Grant of Easement aforesaid, hereby approving and confirming all acts heretofore done and all payments made under and by virtue of the terms of said Grant of Easement.

Dated this 2nd day of Feb 1960.

WITNESSES:

Donald F. Hanning

Sarah Albaugh (SEAL)

_____ (SEAL)

(Individual)

FOR USE ONLY IN NEW MEXICO, TEXAS, OKLAHOMA, MISSOURI, NEBRASKA, MINNESOTA, WISCONSIN, IOWA, KANSAS

STATE OF Iowa }
COUNTY OF Des Moines } SS.

BE IT REMEMBERED, That on this 2 day of February, A.D., 1961 before me a Notary Public, in and for said County and State, personally appeared Park Albaugh

to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses, purposes, and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal, the day and year first above written.

My commission expires July 4, 1963 Dan Williams Notary Public

FOR USE ONLY BY WIFE IN TEXAS

STATE OF TEXAS }
COUNTY OF _____ } }

Before me _____, a Notary Public, on this day personally appeared _____ wife of _____ known to me to be the person whose name is subscribed to the foregoing instrument, and, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration herein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this _____ day of _____, 19____.

My commission expires _____ Notary Public

LINE NO. _____

1121

RATIFICATION AGREEMENT
OF
GRANT OF EASEMENT

TO

MID-AMERICA PIPELINE
COMPANY

FILED FOR RECORD
BOOK 85 PAGE 451-452
1961 FEB 14, PM 1:31

Handwritten notes and signatures:
1.60
1961 FEB 14, PM 1:31
Dan Williams
Notary Public

UTILITY
INFRASTRUCTURE
SOLUTIONS

hbk
ENGINEERING

Pipe depth through proposed rec center location

From south property line to north fence

Total length of 815ft

Start point	3'3"
20ft	3'1"
40ft	35"
60ft	3'
80ft	3'1"
100ft	35"
120ft	33"
140ft	31"
160ft	31"
180ft	30"
200ft	35"
220ft	3'4"
240ft	3'1"
260ft	3'3"
280ft	34"
300ft	33"
320ft	33"
340ft	3'
360ft	35"
380ft	3'4"
400ft	3'5"
420ft	3'3"
440ft	3'4"
460ft	3'1"
480ft	3'
500ft	35"
520ft	3'1"
540ft	3'7"
560ft	3'9"
580ft	3'8"
600ft	3'1"
620ft	3'
640ft	3'5"
660ft	4'5"
680ft	3'3"
700ft	3'
720ft	33"
740ft	34"
760ft	3'1"
780ft	3'3"
800ft	3'2"
815ft (fence)	3'5"

UTILITY
INFRASTRUCTURE
SOLUTIONS

hbk
ENGINEERING

**City of West Branch
CIP Part 1: City Park Phase 1**

	Project Name	Description	Cost Estimate	Dept. Head Rankings	Funding Sources	Overall Council Rankings
1	PEDERSEN VALLEY					
	PCC Paving, 8"		\$155,700.00	A	Local option, TIF	
	PCC Trail Paving, 6"		\$197,750.00	A	Local option, TIF	
	PCC Parking Lot, 7"		\$224,000.00	A	Local option, TIF	
	Water Main (Service)		\$58,020.00	A	Local option, TIF	
	Sanitary Sewer (Service)		\$84,915.00	A	Local option, TIF	
	Storm Sewer (pipes and intakes)		\$40,000.00	A	Local option, TIF	
	Concession Stand w/ Restrooms		\$90,000.00	A	Local option, TIF	
	Native Prairie Seeding		\$5,400.00	A	Local option, TIF	
	Seed Open Areas		\$9,000.00	A	Local option, TIF	
	Creek Restoration		\$45,500.00	A	Local option, TIF	
	Playground w/ Equipment		\$35,000.00	A	Local option, TIF	
	Grading w/ Import Material		\$925,000.00	A	Local option, TIF	
	Stormwater Detention Basin		\$75,000.00	A	Local option, TIF	
	Adult Baseball Field		\$375,000.00	A	Local option, TIF	
	Little League Baseball Fields		\$550,000.00	A	Local option, TIF	
	Bleachers		\$27,000.00	A	Local option, TIF	
	10% CONTINGENCY		\$289,728.50	A	Local option, TIF	
	PEDERSEN VALLEY TOTALS		\$3,187,013.50	A		
2	LIONS FIELD					
	Restroom Facility		\$65,000.00	A	Local option, TIF	
	PCC Access Walk		\$20,000.00	A	Local option, TIF	
	10% CONTINGENCY		\$8,500.00	A	Local option, TIF	
	LIONS FIELD TOTALS		\$93,500.00	A		
3	WAPSI CREEK					
	Restroom/Shelter Facility		\$80,000.00	A	Local option, TIF	
	Playground Equipment		\$20,000.00	A	Local option, TIF	
	Trailhead parking lot		\$35,000.00	A	Local option, TIF	
	10% CONTINGENCY		\$13,500.00	A	Local option, TIF	
	WAPSI CREEK TOTALS		\$148,500.00	A		

**City of West Branch
CIP Part 1: City Park Phase 1**

	Project Name	Description	Cost Estimate	Dept. Head Rankings	Funding Sources	Overall Council Rankings
4	BERANEK PARK					
	2 Sand Volleyball Courts & Equipment		\$22,000.00	A	Local option, TIF	
	Lighting for Courts		\$15,000.00	A	Local option, TIF	
	10% CONTINGENCY		\$3,700.00	A	Local option, TIF	
	BERANEK PARK TOTALS		\$40,700.00	A		
		GRAND TOTAL	\$3,469,713.50	A		

**City of West Branch
CIP Part 5: Other**

	Project Name	Description	Cost Estimate	Dept. Head Rankings	Funding Sources	Overall Council Rankings
1	Beranek Street		\$409,327	A	GF	
2	Town Hall Renovation		\$400,000	B	GF	
3	College Street Bridge		\$750,000	A	GF, Federal Funding	
4	Main & Oliphant Intersection Improvements		\$110,000	A	GF	
5	Main & Foster Intersection Improvements		\$150,000	A	GF	
6	Trail 1.1, 1.2 and 3.2.			D	GF	
7	South Maple Street	Asphalt overlay S 2nd St to S 4th	\$60,000	A	GF	
8	Main Street Crossings at Pedersen Street and Scott Drive		\$70,000	A	GF	
9	Police/Fire Simulcast Radio system		\$193,000	A	GF	
10	Electronic Records	Records imaging and management		Budget	GF	
11	West Main Street Overlay		\$215,000	D	GF	
12	East Main Street Overlay		\$205,000	D	GF	
13	Downtown Overlay with water, sewer and stormwater			D	GF	
14	Public Works Salt Shed		\$75,000	D	GF	
15	1 st Street, Main to Green			D	GF	
16	Trail Loop to Oliphant Street Sidewalk to Dog Park			D	GF	
17	More City entrance signs – Dog park, BP			D	GF	
18	N. 4 th Sidewalk		\$100,000	A	GF	
19	Paving 4 th Street	Curb, gutter and asphalt	\$1,200,000	C	GF	
20	Sidewalks on 1 st Street (connecting to Main Street)			D	GF	
21	Sidewalks on W. Orange			D	GF	
22	Street Light Study/Improvements			D	GF	
23	Heritage Square Improvements			Budget	GF	
24	Downtown Streetscape			D	GF	
25	Enlow Parking Lot Improvements			C	GF	
26	Main & Downey Sidewalk Reconstruction			D	GF	
27	West Branch Community Center		\$5,000,000	B	GF	
28	West Branch Public Library		\$3,500,000	B	GF	

**City of West Branch
CIP Part 5: Other**

	Project Name	Description	Cost Estimate	Dept. Head Rankings	Funding Sources	Overall Council Rankings
29	2nd St. (Green St. to College) - Poor	Seal Coat road with a couple minor cold patches in the the surface and slight edge unraveling/edge rutting		C	GF	
30	2nd St. (Main St. to Green St.) - Poor	Seal Coat road with several edge pot holes, lane rutting, unravelign edges & Broken up section at Green St.		C	GF	
31	2nd St. (Cedar to Maple) - Poor	PCC road with transverse cracking, some pitting, fault pot holes and cracks		D	GF	
32	2nd St. (Maple to house 215) - Poor	PCC road with severe pitting and a few transverse cracks		D	GF	
33	1st St. (Cookson Dr. to Cedar St.) - Poor	Several severe longitudinal cracks and several transverse cracks. Needs maint. or replacements		C	GF	
34	Cookson Dr. (Maple St. to end) - Poor	PCC with many severe cracks both longitudinal and transverse, Removal and replacement of most of road		C	GF	
35	1st St. (Green to Main St.) - Failing	PCC road with Severe cracking, patching, exposed rebar, potholes and spalling		C	GF	
36	College St. (Downey to First) - Failing	Seal Coat road with unraveling edge, pot holes, drainage issues, bumps and heaving, severe cracking at intersection.		Budget	GF	
37	Foster Rd. (Main St. to School parking at end of block) - Failing	PCC road with minor pitting, settlement cracking, longitudinal cracking and some transverse cracks		C	GF	
38	1st St. (College St. to dead end) - Failing	PCC road with major spalling, cracking throughout the slab, lots of patching. (reconstruction needed)		C	GF	
39	Oliphant St. (Downey to House 551) - Failing	PCC with many severe cracks both longitudinal and transverse, Removal and replacement of most of road		C	GF	
40	Oliphant St. (Crestview to Northside) - Poor	PCC with several cracks around the Crestview intersection and also near Northside intersection, HMA patch, potholes		D	GF	

**City of West Branch
CIP Part 5: Other**

	Project Name	Description	Cost Estimate	Dept. Head Rankings	Funding Sources	Overall Council Rankings
41	Northside (Oliphant to Maple) - Failing	PCC road with Heavy cracking and faulting,(No saw joints cut into pavement ever) major pitting		C	GF	
42	Thomas Dr. - Poor	PCC with major cracking, chipping and pitting. Several transverse and linear cracks		D	GF	
43	Thomas Dr. East - Poor	PCC with many severe cracks both longitudinal and transverse, round about has several patches amd faults		D	GF	
44	Maple St. (W. Orange north to Dead end) - Failing	Asphalt road with severe cracking throughout entire lane. Very narrow, pot holes, and in need of repair		B	GF	
	Future Park Projects					
47	MEADOWS					
	PCC Trail, 6"		\$10,500.00	D	GF	
	Restroom Facility		\$65,000.00	D	GF	
	10% CONTINGENCY		\$7,550.00	D	GF	
	MEADOWS TOTALS		\$83,050.00	D	GF	
48	DOG PARK					
	Water line		\$200,000.00	D	GF	
	Restroom Facility		\$65,000.00	D	GF	
	10% CONTINGENCY		\$6,500.00	D	GF	
	DOG PARK TOTALS		\$271,500.00	D	GF	
49	LIONS FIELD					
	Soccer field turf	Square, renovate and get sub drain system in (based on 300' x 210"	\$71,500.00	C	GF	
	10% CONTINGENCY		\$7,150.00	C	GF	
	LIONS FIELD TOTALS		\$78,650.00	C	GF	

Appendix F: Steering Committee Member List

UTILITY
INFRASTRUCTURE
SOLUTIONS

hbk
ENGINEERING

Park Strategic Plan Steering Committee

Name	Group Represented	Address	Email	Phone	December 2 meeting attendance	December 19th meeting attendance
Alan Beyer	Animal Control	508 N 4th Street	wbbevers@aol.com	643-2136	Yes	yes
Carrie Hourigan	West Branch Village-	157 Powell			No	no
Dan Stevenson	Library Board	115 N 5th Street	danstevenson77@gmail.com	331-0329	No	yes
Dr. Brad Heithoff	West Branch Family Practice	206 Cookson Drive	blheith@netzero.net	491-5055	Yes	no
Mackenzie Krob	Main Street West Branch	109 Downey Street	mackenziem1978@gmail.com	430-6094	No	no
Pete Swisher	NPS	PO Box 607	pete_swisher@nps.gov	643-7870	No	yes
Amanda Whaley	Citizen	237 S 2nd Street			NO	no
Andy Corr	Lions Club-	51 Greenview Drive	corr4444@gmail.com	643-3189	No	yes
BJ Rios	HS Baseball	420 N Oliphant	brios3205@gmail.com	319-325-6833	Yes	no
Bobby Sexton	Citizen	518 N. Downey St #5	No email	530-3593	No	yes
Chad Whaley	WBARK	237 South 2nd Street			Yes	no
Cheryl Fischer	Proctor and Gamble-	1892 Delta Avenue	1892cmf@lcom.net		Interested	no
Jenae Murry	High School Student					Interested
Joe Wagner	Citizen		joe-wagner@iowa-city.org; wagnerajoseph@aol.com	319-530-9858	No	yes
John Phillips	American Legion-		No email	325-1946	No	yes
Mark Heck	Citizen		markjheck@yahoo.com	319-330-8679	No	yes
Mike Colbert	WBCSD	158 Bickford Drive	mike@4colberts.com	325-8013	Yes	yes
Nick Shimmin	WBPL		nshimmin@westbranch.lib.ia.us	430-1324	No	yes
Rich Stout	American Legion baseball	406 Lancaster Lane	rstout66@aol.com	351-1956	Yes	yes
Roger Laughlin	Planning and Zoning	25 Greenview Circle	laughlin@lcom.net	330-8942	Yes	yes
Tony Senio	Citizen		tonysenio@yahoo.com; atonio-senio@finkbine.com	319-631-4608	No	yes

Appendix G: Funding Assistance List

UTILITY
INFRASTRUCTURE
SOLUTIONS

hb1k
ENGINEERING

Watershed Improvement Funding Sources

Iowa Department of Agriculture and Land Stewardship - Division of Soil Conservation

* Dates are approximate. Check with funding agency to determine exact due date.

Programs	Web address (some may break on to two lines)	Program Description	Application Due*
Iowa Financial Incentives Program (IFIP)	http://www.iowaagriculture.gov/FieldServices/financialAssistance.asp	50 percent cost-share available to landowners through 100 SWCDs for permanent soil conservation practices	continuous
No-Interest Loans	http://www.iowaagriculture.gov/FieldServices/noInterestLoans.asp	State administered loans to landowners for permanent soil conservation practices	Feb. 1
Water Quality Initiative (Nutrient Reduction Strategy)	www.iowaagriculture.gov Hot Topics	State administered loans to landowners for permanent soil conservation practices	varies, TBD
Watershed Improvement Review Board (WIRB)	http://www.iowaagriculture.gov/IWIRB.asp	Funds to support projects that will improve water quality or prevent flooding as part of a watershed effort. New in 2013, a portion of the funds will be directed to support for projects associated with the Water Quality Initiative.	varies, Feb.28
District Buffer Initiatives	http://www.iowaagriculture.gov/FieldServices/districtInitiatives.asp	Funds for SWCDs to initiate, stimulate and incentivise signup of USDA programs, specifically buffers	continuous
Mining Reclamation	www.iowaagriculture.gov/FieldServices/waterQualityProtectionPractices.asp	\$2 million state and federal program (16:1 match) to reclaim abandoned surface coal mines at no cost to landowner	varies
Public Owned Lakes (POL)	http://www.iowaagriculture.gov/FieldServices/	Provides up to 75 percent cost-share to landowners for permanent (primarily structural) practices about public lakes.	1-Apr
Watershed Protection Fund Program (WSPF)	http://www.iowaagriculture.gov/waterResources/projectApplicationRequest.asp	Funds for SWCDs to provide water quality protection, flood control, and soil erosion protection in priority watersheds; 50-75 percent cost-share; Used as state match for EPA 319 funding, WIRB, etc.	April 15
Conservation Reserve Enhancement Program (CREP)	http://www.iowaagriculture.gov/waterResources/CREP.asp	Levering USDA funds (4:1) to establish nitrate removal wetlands in north central Iowa with no cost to landowner	continuous
Soil and Water Enhancement Account – REAP Water Quality Improvement Practices	www.iowaagriculture.gov/FieldServices/waterQualityProtectionProjects.asp	REAP funds for water quality improvement projects (sediment, nutrient and livestock waste) and wildlife habitat and forestry practices; 50-75 percent cost-share; Used as state match for EPA 319 funding	continuous
Soil and Water Enhancement Account – REAP Water Quality Improvement Practices	www.iowaagriculture.gov/FieldServices/waterQualityProtectionPractices.asp	Tree planting, native grasses, forestry, buffers, streambank stabilization, traditional erosion control practices, livestock waste management, ag drainage well closure, urban stormwater	continuous
Integrated Farm and Livestock Management Demonstration Program (IFLM)	http://www.iowaagriculture.gov/waterResources/IFLM.asp	Statewide farm demonstrations of BMPs for nutrient and pesticide management, air quality, and soil and water conservation	
Watershed Development and Planning Assistance Grant (Development Grant)	http://www.iowaagriculture.gov/soil/pdf/2013WatershedDevelopmentandPlanningAssistanceRFP2012-10-04.pdf	To assist soil and water conservation districts develop effective watershed project applications for soil protection, water quality, and flood control projects.	varies, Jan. 31
State Revolving Loans (SRF)	http://www.iowaagriculture.gov/FieldServices/waterQualityLoanFund.asp	Low interest loans provided by SWCDs to landowners for permanent water quality improvement practices; subset of DNR program	continuous
State Soil Conservation Committee Research and Demonstration Program	http://www.iowaagriculture.gov/soil/pdf/2012SSCCresearchanddemoallforproposals.pdf Click on “Conservation Programs.”	Provides funds to collaborative teams of scientists, farmers, institutions, organizations, and educators who are exploring sustainable ag and nonpoint pollution projects or education/demonstration projects.	31-Aug
Agricultural Drainage Well Closure Assistance Fund	http://www.iowaagriculture.gov/waterResources/agDrainageWellClosure.asp	Provides 75 percent cost-share to landowners for alternative drainage in order to close ag drainage wells and protect groundwater quality	varies

U.S. Department of Agriculture - Farm Services Agency

Programs	Web address	Program Description	Application Due*
General Signup Conservation Reserve Program (CRP)	www.fsa.usda.gov Click on "Conservation Programs."	Encourages farmers to convert highly erodible land or other environmentally sensitive land to vegetative cover; Farmers receive annual rental payments	determined from time-to-time
Continuous Conservation Reserve Program (CCRP)	www.fsa.usda.gov Click on "Conservation Programs."	Encourages farmers to convert highly erodible land or other environmentally sensitive land to vegetative cover, filter strips, or riparian buffers; Farmers receive annual rental payments	continuous
Farmable Wetland Program (FWP)	www.fsa.usda.gov/pas/publications/facts/html/farmwetland04.htm	Voluntary program to restore farmable wetlands and associated buffers by improving hydrology, vegetation	continuous

U.S. Department of Agriculture - Farm Services Agency and Natural Resources Conservation Service

U.S. Department of Agriculture - Natural Resources Conservation Service

Programs	Web address	Program Description	Application Due*
Grassland Reserve Program (GRP)	www.nrcs.usda.gov/programs/GRP/	Provides funds to grassland owners to maintain, improve, establish grass. Contracts of easements up to 30 years	No additional signup at this time
Environmental Quality Incentives Program (EQIP)	www.nrcs.usda.gov/programs/eqip/	Provides technical and financial assistance for natural resource conservation in environmentally beneficial and cost-effective manner; program is generally 50 percent cost-share	continuous
Wetlands Reserve Program (WRP)	www.nrcs.usda.gov/programs/wrp/	Provides restoration of wetlands through permanent and 30 year easements and 10 year restoration agreements	continuous
Emergency Watershed Protection Program (EWP)	www.nrcs.usda.gov/programs/ewp/	Flood plain easements acquired via USDA designated disasters due to flooding	determined by need
Wildlife Habitat Incentives Program (WHIP)	www.nrcs.usda.gov/programs/whip/	Cost-share contracts to develop wildlife habitat	continuous
Farm & Ranchlands Protection Program (FRPP)	www.nrcs.usda.gov/programs/frpp/	Purchase of easements to limit conversion of ag land to no-ag uses. Requires 50 percent match	
Cooperative Conservation Partnership Initiative (CCPI)	www.nrcs.usda.gov/programs/cpi/	Conservation partnerships that focus technical and financial resources on conservation priorities in watersheds and airsheds of special significance	April 15
Conservation Security Program (CSP)	www.nrcs.usda.gov/programs/csp/	Green payment approach for maintaining and increasing conservation practices	varies
Public Law 83-566	www.nrcs.usda.gov/programs/watershed/index.html	Contains authority to improve water quality as well as control flooding, reduce soil erosion, provide recreation, and provide a water supply	
Public Law 78-534	www.nrcs.usda.gov/programs/watershed/pl534.html	Permanent practices built for the purpose of erosion and flood control in Little Sioux River basin.	
Conservation Innovation Grants (CIG)	www.nrcs.usda.gov/programs/cig/	National and state grants for innovative solutions to a variety of environmental challenges	varies

U.S. Army Corps of Engineers

Programs	Web address	Program Description	Application Due*
Aquatic Ecosystem Restoration - Section 206	www.mvp.usace.army.mil/environment/ Click on "Aquatic Ecosystem Restoration - Section 206."	Restoration projects in aquatic ecosystems such as rivers, lakes and wetlands	
Habitat Restoration of Fish and Wildlife Resources - Section 1135	www.mvp.usace.army.mil/environment/ Click on "Habitat Restoration - Section 1135."	Must involve modification of the structures or operations of a project constructed by the Corps of Engineers	April 15

U.S. Forest Service

Programs	Web address	Program Description	Application Due*
Forest Land Enhancement Program (FLEP)	www.fs.fed.us/spf/coop/programs/loa/flep.shtml	Encourages the long-term sustainability of non-industrial private forest lands by establishing, restoring, protecting, managing, maintaining and enhancing	
Water Quality Cooperative Agreements [Section 104(b)(3)]	www.epa.gov/owm/cwfinance/waterquality.htm	Developing, implement, and demonstrate innovative approaches relating to the causes, effects, extent, prevention, reduction, and elimination of water pollution	varies

U.S. Environmental Protection Agency and Iowa Department of Natural Resources

Programs	Web address	Program Description	Application Due*
Section 319 Clean Water Act	http://www.iowadnr.gov/Environment/WaterQuality/WatershedImprovement/ResourcesforLocalGroups/ImplementationGrants.aspx	Watershed Implementation funds help local groups and organizations put watershed management plans into action. Must have a DNR-approved Watershed Management Plan. Eligibility: Local or regional public and private organizations or agencies; must address a watershed of 50,000 acres or smaller that drains directly or indirectly to a waterbody on the state's impaired waters list.	varies
Section 319 Watershed Planning Grant	http://www.iowadnr.gov/Environment/WaterQuality/WatershedImprovement/WatershedPlanning/WatershedPlanningGrants.aspx	Grant funds go towards developing a 9-element Watershed Management Plan, which identifies problems in the watershed and proposes solutions for better water quality. Eligibility: Eligible applicants include local or regional public and private organizations or agencies able to collaborate with other local stakeholders within Iowa watersheds to develop Watershed Management Plans (WMPs); must address a watershed of 50,000 acres or smaller that drains directly or indirectly to a waterbody on the state's impaired waters list.	varies
Section 604 (b)	https://docs.google.com/file/d/0B_GT_L7XgnK4U01yNkFYeTlnNm8/edit?pli=1	A maximum of 40% of the state's federal fiscal year allocation of 604(b) funding may be passed through the regional planning agencies (RPAs) to support water quality planning activities to be conducted by such agencies. Eligibility: Regional Planning Agencies may apply (COGs, MPOs, possibly Watershed Management Authorities)	varies
Targeted Watershed Grants	www.iowadnr.gov/water/nonpoint/watershed.html	Nationwide grants for implementation of activities and BMPs specifically designed to improve water quality	
Iowa Water Quality Loan Fund (SRF)	www.iowadnr.gov/water/srf/index2.html	Source of low-cost financing for farmers and landowners, livestock producers, community groups, developers, watershed organizations, and others	continuous

Iowa Department of Natural Resources

Programs	Web address	Program Description	Application Due*
Water Monitoring and Assessment Program	http://wqm.igsb.uiowa.edu/	Provides funding for restoration of Iowa's publicly owned lakes, in combination with watershed improvement to improve water quality. New in 2006.	
IOWATER	www.iowater.net/	Training, supplies, and technical support for citizen water quality monitoring network; subset of ambient program	
Lake Restoration Fund	www.iowadnr.gov/water/lakerestoration/index.html	Flood plain easements acquired via USDA designated disasters due to flooding	
Resource Enhancement and Protection Program (REAP) - City Parks & Open Space	http://www.iowadnr.gov/Environment/REAP/REAPFundingatWork/CityParksOpenSpaces.aspx	This money is available to cities through competitive grants. Parkland expansion and multi-purpose recreation developments are typical projects funded under this REAP program. The DNR administers the city grant program. Eligibility: This money is available to cities through competitive grants.	15-Aug
Resource Enhancement and Protection Program (REAP) - County Conservation	http://www.iowadnr.gov/Environment/REAP/REAPFundingatWork/CountyConservation.aspx	This money is available land easements or acquisition, capital improvements, stabilization and protection of resources, and environmental education, etc. The DNR administers the county conservation grant program. Competition for these grants is extremely keen. Eligibility: This money is available to counties, only if they are dedicating at least 22¢ per \$1,000 of the assessed value of taxable property in the county for county conservation purposes, through competitive grants.	15-Aug
Resource Enhancement and Protection Program (REAP) - Conservation Education	http://www.iowadnr.gov/Environment/REAP/REAPFundingatWork/ConservationEducation.aspx	This money is available to grantees for programs that teach people of all ages about their environment and how to make intelligent, informed decisions about its well-being. \$350,000 is available for this program. The DNR administers the conservation education program.	15-May
Land & Water Conservation Fund	http://www.iowadnr.gov/InsideDNR/GrantsOtherFunding/LandWaterConservationFund.aspx	This federally-funded grant program provides match funds of 50% for outdoor recreation area development and acquisition. Competition for LWCF funds is intense, but this program provides an excellent opportunity to develop a wide range of outdoor recreational projects that are in high demand. Popular projects in recent years have included skate parks, playgrounds, new and renovated swimming pools, sport complexes, campgrounds, and multipurpose trails.	15-Mar
GIS mapping data for watershed managers	www.iowadnr.gov/other/mapping.html	Applicants are required to show a relationship between their project and SCORP priorities. (SCORP – Statewide Comprehensive Outdoor Recreation Plan)	
Ambient Water Quality Monitoring Network	http://wqm.igsb.uiowa.edu/	Delivers consistent, unbiased information about the condition of Iowa's surface and groundwater resources	

Iowa Department of Natural Resources and Iowa Department of Agriculture and Land Stewardship - Soil Conservation			
Programs	Web address	Program Description	Application Due*
Stream bank Stabilization and Habitat Improvement		Penalties from fish kills used for environmental improvement on streams impacted by the kill	
Iowa Department of Natural Resources and Iowa Finance Authority			
Programs	Web address	Program Description	Application Due*
State Revolving Fund (SRF)	http://www.iowasrf.com/about_srf/srf-resources/	Provides low interest loans to municipalities for waste water and water supply; expanding to private septic, livestock, stormwater, and NPS pollutants	continuous
SRF Water Resource Restoration Sponsored Projects	http://www.iowasrf.com/about_srf/water-resource-restoration-sponsored-projects/	During the 2009 Iowa General Assembly session, legislation was passed to allow a new method for funding water quality protection. SF 339 amended the Iowa Code to add a new category of projects that can be financed with sewer revenues. This new category, called "water resource restoration sponsored projects," includes locally directed, watershed-based projects to address water quality problems. Eligibility: Wastewater utilities may apply, in collaboration with watershed groups or other watershed partners.	March, September
U.S. Environmental Protection Agency			
Programs	Web address	Program Description	Application Due*
Urban Waters	http://www.epa.gov/urbanwaters/funding/	The goal of these Urban Waters Small Grants is to fund research, studies, training, and demonstration projects that will advance the restoration of urban waters by improving water quality through activities that also support community revitalization and other local priorities. Eligibility: States, local governments, territories, Indian Tribes, and possessions of the U.S. (including the District of Columbia), public and private universities and colleges, public or private nonprofit institutions, intertribal consortia, and interstate agencies are eligible to apply.	January
Env. Ed Sub-Grants	http://www.epa.gov/education/grants/index.html	The Environmental Education (EE) Sub-grants Program is a competitive grant program that supports EPA's efforts to increase public awareness and knowledge about environmental issues and provide participants in EE grant-funded projects the skills necessary to make informed environmental decisions and to take responsible actions toward the environment.	varies
Env. Justice	http://www.epa.gov/environmentaljustice/grants/ej-smgrants.html#overview	The Environmental Justice Small Grants Program, supports and empowers communities working on solutions to local environmental and public health issues. The program assists recipients in building collaborative partnerships to help them understand and address environmental and public health issues in their communities. Successful collaborative partnerships involve not only well-designed strategic plans to build, maintain and sustain the partnerships, but also working towards addressing the local environmental and public health issues. Eligibility: non-profits, tribal governments, tribal organizations.	varies

Other Federal Agencies

Programs	Web address	Program Description	Application Due*
Grants.gov	http://www.grants.gov/web/grants/home.html	Searchable database for federal funding programs	varies

Private Sector

Programs	Web address	Program Description	Application Due*
Fundsnet Services	http://www.fundsnet.com/	Since 1996 Fundsnet Services has provided resources information about grants, fundraising, philanthropy, foundations and 501(c)(3) non-profits organizations to those in need of funding and research for their their philanthropic efforts and missions	varies
McKnight Foundation	http://www.mcknight.org/grant-programs/environment/		
Coca-Cola	http://www.coca-colacompany.com/our-company/community-requests-guidelines-application		
Walton Foundation	http://www.waltonfamilyfoundation.org/		

Other State Regional Entities

Programs	Web address	Program Description	Application Due*
State of Iowa Living Iowa Roadway Tr	http://www.iowalivingroadway.com/LRTF.aspx	This annual, competitive grant program provides funding for integrated roadside vegetation management (IRVM) activities, including the preservation, establishment, and maintenance of native vegetation along Iowa's roadsides. Eligibility: LRTF grant applications may be submitted by individuals or private organizations and city, county, or state agencies. Individuals and private organizations must apply under sponsorship of city, county, or state government agencies and, when applicable, must have written support from the agency responsible for maintaining the right-of-way in which the project is proposed. Agency sponsorship may not be necessary for research, demonstration, and education projects, depending on the project's merit and the qualifications of the applicant.	1-Jun
Trees Forever	http://www.treesforever.org/Services/Default.aspx	fund downtown streetscapes, historic preservation, park / open space acquisition, trails, plant materials, and more.	varies
Keep Iowa Beautiful -	http://www.KeepIowaBeautiful.com/grants/beautification-grant	Community beautification/enhancement in communities of 5,000 and under for beautification projects and derelict building renovation/removal. AWARD AMOUNT: Up to \$5,000 for beautification, or \$25,000 for derelict building projects.	3/15/2014, varies
Vision Iowa - River Enhancement Community Attraction and Tourism	http://www.iowaeconomicdevelopment.com/vision/recat.aspx	The River Enhancement Community Attraction and Tourism (RECAT) Program supports projects that promote and enhance recreational opportunities on and near rivers or lakes within cities.	varies
Iowa Resource Conservation and Development	http://iowaleaguercd.org/	Iowa's twelve Resource Conservation & Development (RC&D) councils help rural Iowa communities care for and protect their natural resources in a way that improves the local economy and raises living standards.	

Other Partners

The Nature Conservancy <http://www.nature.org/ourinitiatives/regions/northamerica/unitedstates/iowa/index.htm>

Iowa Natural Heritage Foundation <https://www.google.com/search?q=iowa+natural+heritage+foundation&ie=utf-8&oe=utf-8&aq=t&rls=org.mozilla:en-US:official&client=firefox-a>

Center for Watershed Protection <http://www.cwp.org/>

American Rivers <http://www.americanrivers.org/>

Pheasants Forever <http://iowapf.net/LocalChapterHelp.aspx>

Ducks Unlimited <http://www.ducks.org/livinglakes>

PROPOSAL

City of West Branch
P.O. Box 218
West Branch, IA 52358-0218



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 1

RE: 2014 Sealcoat Work

TYPE OF WORK

- A. Base repair and single seal coat consisting of:
 - Scarify and pulverize existing street surface
 - Furnish water as required for compaction and reshape and recompact.
 - Prime with MC asphalt
 - Furnish and apply single seal coat of MC-3000 asphalt
 - Furnish, spread d and roll pea rock
- B. Single seal coat consisting of:
 - Power broom streets
 - Furnish and apply single seal coat of MC-3000 asphalt
 - Furnish, spread d and roll pea rock

NOTES:

- 1. Billing on final units completed.
- 265 ton 3/4 roadstone to go to the cemetery

Authorized
Signature

Darrin Tippie

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

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Page 2

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
Cedar Johnson Rd	Area	westside rd	A			-	\$ -
			B	175	6		117
	Area	eastside rd	A			-	\$ -
			B	230	6		153
	Area	westside rd	A			-	\$ -
			B	90	6		60
	Area		A			-	\$ -
			B	75	20		167
Greenview Dr	Bickford Dr	East	A			-	\$ -
			B	236	24		629
	Bickford Drive	Northside Rd	A			-	\$ -
			B	50	6		33
	Cedar Johnson Rd	#57	A			-	\$ -
			B	220	26		636
	#57	Greenview Ct	A			-	\$ -
			B	939	22		2,295
	Greenview Ct		A			-	\$ -
			B	2105	21		4,912
Summary of Work			Unit of Measure	Quantity	Unit Cost	Total	

NOTES: Billing on final units completed.

Date: 5/1/2014

Authorized Signature

Darrin Tippie

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Page 3

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
Greenview Ct	Greenview Dr	Around Circle	A			-	\$ -
			B	374	16		665
Greenview Dr	Greenview Cir	Cul de sac	A			-	\$ -
			B	482	20		1,071
	Cul de sac		A			-	\$ -
			B	226	18		452
Maple St	Orange St	Cemetery	A			-	\$ -
			B	920	18		1,840
Cemetery	Area Staight In Around Loop		A	1405	12	1,873	\$ 6,368.20
			B	1405	12		1,873
	Area Across Middle		A	390	12	520	\$ 1,768.00
			B	390	12		520
280th St	N Fouth St		A	50	12	67	\$ 227.80
			B	155	24		413
N Fouth St	280th St Intersection		A			-	\$ -
			B	47	55		287
	Intersection	Hoover Blvd	A			-	\$ -
			B	1175	24		3,133
Summary of Work			Unit of Measure	Quantity	Unit Cost	Total	

NOTES: Billing on final units completed.

Date: 5/1/2014

Authorized Signature Darrin Tippie

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Street	Page 4 From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
	Top Hill	Reagan Blvd	A			-	\$ -
			B	707	24		\$ 4,335.50
	Reagen Blvd	Virgils	A	80	24	213	\$ 724.20
			B	270	24	720	\$ 1,656.00
	Top Hill	Cement	A			-	\$ -
			B	339	24	904	\$ 2,079.20
Collage St	Area	Middle Rd	A			-	\$ -
			B	30	6	20	\$ 46.00
	Area	Middle Rd	A			-	\$ -
			B	50	6	33	\$ 75.90
			A			-	\$ -
			B			-	\$ -
			A			-	\$ -
			B			-	\$ -
			A			-	\$ -
			B			-	\$ -

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
Type A Work	Square Yd	2,673	\$ 3.40	\$ 9,088.20
Type B Work	Square Yd	22,818	\$ 2.30	\$ 52,481.40
Cold Mix Patching	per ton	40.00	\$ 185.00	\$ 7,400.00
3/4" Road Stone Base Material	per ton	290.00	\$ 20.00	\$ 5,800.00
				\$ 74,769.60

NOTES: Billing on final units completed.

Date: 5/1/2014

Authorized
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Darrin Tippie

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Signature _____ Date _____

Signature _____ Date _____