

City of West Branch

~A Heritage for Success~

110 N. Poplar Street • PO Box 218 • West Branch, Iowa 52358
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CITY COUNCIL MEETING AGENDA

Monday, October 20, 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 October 6, 2014 City Council Meeting.
 - b. Approve minutes from the October 6, 2014 City Council Work Session.
 - c. Approve claims.
 - d. Approve alley closure for the 100 Block of the north side of West Main Street from Friday October 25, 2014 to Monday October 27, 2014.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Mayor Mark Worrell – Recognition of Guys & Gals Hairstyles.
 - b. Mayor Mark Worrell – Recognition of Melissa Russell – Ten Years of Service.
 - c. Mr. Rod Ness, Executive Director of the Cedar County Economic Development Corporation (CCEDCO) – CCEDCO Update.
 - d. Resolution 1239, hiring _____ as deputy city clerk for the City of West Branch, Iowa and setting the salary for the position for fiscal year 2014-2015./Move to action.
 - e. Resolution 1240, approving a service agreement with J&M Displays in connection with the 2015 Hoover's Hometown Days Celebration in the amount of \$40,000./Move to action.
 - f. Resolution 1241, directing the Mayor to send a letter to Mr. Dave Peden./Move to action.
 - g. Resolution 1242, approving those certain agreements in connection with the Main Street Sidewalk Improvements – Phase 2 Project./Move to action.
8. City Staff Reports
 - a. Public Works Director Matt Goodale – Curbside yard waste and leaf collection programs.
9. Comments from Mayor and Council Members
 - a. Mayor Pro Tem Colton Miller – REAP Grant
 - b. Mayor Mark Worrell – November 4, 2014 Park Improvement Ballot Measures
10. Adjournment

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**

**October 6, 2014
7:00 p.m.**

Mayor Mark 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, Administrative Assistant Shanelle Peden, Police Chief Mike Horihan, Public Works Director Matt Goodale, Library Director Nick Shimmin, Zoning Administrator Paul Stagg, Deputy City Clerk Dawn Brandt, City Attorney Kevin Olson, and City Engineer Dave Schechinger. Council members: Jordan Ellyson, Colton Miller, Brian Pierce, Tim Shields, and Mary Beth Stevenson.

APPROVE AGENDA/CONSENT AGENDA

- a. Approve minutes from the September 15, 2014 City Council Meeting.
- b. Approve minutes from the September 15, 2014 City Council Work Session.
- c. Approve claims.

Motion by Shields to approve, second by Ellyson. AYES: Shields, Ellyson, Miller, Pierce, Stevenson. NAYS: None. Motion carried.

Date 10-6-14

City of West Branch
Claims Report

Blue Cross Blue Shield	Health/Dental Insurance	11,113.97
Bowman, Matt	Water –utility refund	48.15
Brandt, Dawn	Admin - Reimb For Mileage & Meals	84.61
Bridges, Claire	Park & Rec – V-ball	40.00
Costco Wholesale	Library/Park & Rec - Supplies	292.78
Dearborn National Insurance	Life Insurance	60.10
EFTPS	Federal Withholdings	6,787.64
Gingerich, Jacob	Park & Rec – Flag football	160.00
Hays, Mason	Park & Rec – Flag football	160.00
Holiday Inn Express	Admin - League Conf Trng Hotel	1,066.24
Hy-Vee	Park & Rec - Charette Supplies	208.98
Iowa Department Of Revenue	Payroll Expense	876.27
IPERS	IPERS	8,470.98
ISWEP	Stormwater - Training Class	50.00
Kid Again Inflatable Fun	Com&Cult- Deposit for Inflatables	5,500.00
Knoop, Abby	Park & Rec – V-ball	40.00
Luneckas, Madison	Park & Rec – V-ball	40.00
Lunekcas, Trystin	Park & Rec – V-ball	40.00

Muckler, Matt	Adm- Reimb Mileage/Meals	335.12
Murry, Jenae	Park & Rec – V-ball	60.00
Payroll Expense	Payroll Expense - 9-26-14	28,576.47
Pitney Bowes	Admin - Meter Supplies	210.76
Play It Again Sports	Park & Rec - Fitness Supplies	152.98
Poula, Haley	Park & Rec – V-ball	20.00
Randolph, Judith	Water – utility refund	70.34
Roberts, Caitlin	Water – utility refund	100.00
Russell, Allie	Park & Rec – V-ball	20.00
Shimmin, Nick	Library – Reimb for Supplies/Meals	90.89
Simpson, Allyson	Park & Rec – V-ball	20.00
Stoolman, Morgan	Park & Rec – V-ball	50.00
Treasurer State Of Iowa	State Withholding Tax	2,410.00
United States Treasury	Payroll Expense	1,166.95
UPS	Sewer - Shipping	25.14
Wageworks	Flex - Hcfsa2014 Ach pmt.	223.45
	Grand Total	68,571.82

Fund Totals	
001 General Fund	33,333.50
031 Library	6,402.95
112 Trust And Agency	11,449.52
600 Water Fund	9,020.52
610 Sewer Fund	8,091.88
740 Storm Water Utility	50.00
950 BC/BS Flexible Benefit	223.45
Grand Total	68,571.82

COMMUNICATIONS/OPEN FORUM

West Branch Lions Club President Mike Quinlan noted that on October 25th, 2014 the Lions will be hosting an event at West Branch High School, where they hope to prepare approximately 81,000 meals for distribution. Quinlan added that around 150 volunteers are needed from 9:00 a.m.-1:00 p.m. that day. Quinlan asked if information could be place on the City's website and on the Cable Access channel regarding the event. Quinlan added that as this October is the fiftieth anniversary of Herbert Hoover's state funeral, this humanitarian initiative is in the spirit of West Branch's former United States President. Quinlan concluded his comments, noting that the Lions will also be serving a meal to any interested veterans on Tuesday, November 11th at Town Hall.

Shimmin noted that the Cable Access station may need to place a call for service regarding the device that transmits the video and added that the cable channel will be unavailable for

approximately a week beginning October 8, 2014. Shimmin noted that this information would be posted on the City's website.

PUBLIC HEARING/NON-CONSENT AGENDA

Mayor Mark Worrell – Recognize Deputy City Clerk Dawn Brandt for certification as a Certified Municipal Clerk through the International Institute of Municipal Clerks.

Worrell recognized Brandt for her recent certification and applauded her for the effort she has put forth in pursuance of this accolade.

Mr. Dave Peden, Owner and Operator of Dave's Welding & Repair, 348 Cookson Street, West Branch – Soil Sampling and Analysis.

Dave Peden addressed the Council, claiming that recent rain events have cause an influx of water to collect on his property. Dave Peden also noted that rerouting of the soil at his business from Interstate 80 and recent development in the Cookson Subdivision have both contributed to additional rain flow. Dave Peden added that the City recently hired Seneca Companies to test his location. Schechinger noted that the City is looking at options to reroute the flow and intercept the water. Schechinger noted that Bob Gaskill may have been involved in the installation of the initial tile work in that area. Stevenson asked if the flooding was only high during the June 30, 2014 event. Dave Peden responded that he had seen many flood events in the City of West Branch, however, this particular rain caused an extreme amount of damage to his property in a short period of time. Stevenson asked what could done about the water flow coming from the Cookson Subdivision. Muckler and Schechinger both responded that a retention basin had been established. Miller noted that the runoff might be more intense in the area as the Frank Kofron property was recently taken out of the Conservation Reserve Program and is now being farmed. Schechinger concluded the discussion, noting that there are no specific enforcement procedures based on sediment levels that were returned with the sampling and analysis.

Resolution 1235, directing the Mayor to execute an application for annexation of the West Branch Municipal Cemetery; and setting a public hearing on said proposed annexation./Move to action.

Olson noted that the Council would need to hold a public hearing on November 3, 2014 prior to a vote on the annexation.

Motion by Pierce to approve Resolution 1235, second by Ellyson. AYES: Pierce, Ellyson, Miller, Shields, Stevenson. NAYS: None. Motion carried.

Resolution 1236, approving snow removal services on Parkside Drive, Second Street and Cedar Street for the United States Department of the Interior, National Park Service, Herbert Hoover National Historic Site./Move to action.

Muckler mentioned that the United States Department of the Interior and the National Park Service have agreed to pay \$6,000.00 for the upcoming contract as they had in prior years, and acknowledged the continued partnership for snow removal services.

Motion by Ellyson to approve Resolution 1236, second by Shields. AYES: Ellyson, Shields, Miller, Pierce, Stevenson. NAYS: None. Motion carried.

Resolution 1237, approving service agreement with Kid Again Inflatables for \$11,000 for Hoovers Hometown Days 2015./Move to action.

Muckler noted that generators are not included in the 2015 agreement.

Motion by Pierce to approve Resolution 1237, second by Ellyson. AYES: Pierce, Ellyson, Miller, Shields, Stevenson. NAYS: None. Motion carried.

Resolution 1238, approving an agreement with Nutri-Ject Systems, Inc. of Hudson, IA for wastewater treatment services in the amount of \$2,150./Move to action.

Schechinger noted that the purpose of this agreement was to help the City detect levels of accumulation which would provide information on sludge levels. Schechinger added that this will allow the City to build these cost estimates into a wastewater treatment facility plan and future budgets.

Motion by Stevenson to approve Resolution 1238, second by Shields. AYES: Stevenson, Shields, Ellyson, Miller, Pierce. NAYS: None. Motion carried.

Accept the resignation of Lisa Corr from the Park & Recreation Commission./Move to action.

Worrell noted Corr served on the Commission and thanked her for her service.

Motion by Shields to approve the resignation, second by Pierce. AYES: Shields, Pierce, Ellyson, Miller, Stevenson. NAYS: None. Motion carried.

Discussion of a stormwater best management practices reimbursement program.

Stevenson liked the form that was presented, and acknowledged Stagg as the City's future Stormwater Coordinator. Shields asked if the potential reimbursement would be a flat fee of \$500.00. Muckler noted that reimbursement would be designed to cover 50% of a total project cost up to \$50.00 per project. Pierce and Stevenson both asked if a link to the City's website would be provided to include pertinent information. Shields asked if residents would be responsible for maintenance and asked that a statement be added to the application which stated that the resident was responsible for maintenance. Miller noted that he liked the information contained, with the exception of the rain barrel concept.

CITY STAFF REPORTS

Library Director Nick Shimmin – West Branch Public Library Annual Report

Shimmin noted that circulation has been stagnant for the last six years with annual totals between 19,000-20,000 items. Shimmin added that cities in comparable size to West Branch have about 25% of the circulation totals. Shimmin also added that there has been an increase of electronic books (e-books), with approximately 9,000 available in this format. Miller noted that there are a number of smaller groups meeting at the Library and wondered if it would be possible to install an accordion-type wall to meet the facility use needs. Stevenson asked if the e-book collection would be expanded. Shimmin responded that although storage is not an issue, the Library is limited by publishers on the number of uses on e-books.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Mayor Mark Worrell – Iowa League of Cities Annual Conference

Worrell noted that the conference was attended by Muckler, Brandt, Shimmin, and himself and that it was a good opportunity to network with other city officials. Muckler added that the 2015 conference will take place in Cedar Rapids, Iowa.

Miller asked what remedies the City could have for washouts on College Street between Fourth and Fifth Streets, adding that he noticed the City streets are transferring debris onto private properties.

Worrell noted that the Halloween trick or treat will take place on Friday, October 31st 5:30-8:00 p.m. Worrell added that the first of two West Branch Parks Plan Informational Nights will be held at the Town Hall on Wednesday, October 8th at 7:00 p.m. Muckler noted that brochures were mailed to residents, and that the second event is scheduled for Tuesday, October 21st, 2014.

Shields asked for an update on the Casey's project. Muckler responded that Schechinger had been in contact with Casey's, and that Staff was in the process of arranging a meeting with representatives from Casey's regarding the project. Olson added that a reconfiguration of the road is required as part of the final development of the site.

Muckler noted that the City hopes to have a recommendation for the Deputy City Clerk position at the October 20th, 2014 City Council meeting. Muckler added that twenty two applications had been received as of the October 6, 2014 deadline and that City Staff has begun reviewing applications.

Shields thanked Chief Horihan and the Police Department for their recent work with at the West Branch Community School District in providing A.L.I.C.E. (Alert, Lockdown, Inform, Counter, Evacuate) training for faculty and students.

ADJOURNMENT

Motion by Pierce to adjourn the city council meeting, second by Shields. Motion carried on a voice vote. City Council meeting adjourned at 8:12 p.m.

Mark Worrell, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

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**West Branch, Iowa
Council Chambers**

City Council Work Session

**October 6, 2014
8:19 p.m.**

Mayor Worrell opened the West Branch City Council work session at 8:19 p.m. by welcoming the audience and the following City staff: City Administrator Matt Muckler, Administrative Assistant Shanelle Peden, Deputy City Clerk Dawn Brandt, Public Works Director Matt Goodale, Zoning Administrator Paul Stagg, Library Director Nick Shimmin, City Engineer Dave Schechinger, and City Attorney Kevin Olson. Council members: Jordan Ellyson, Colton Miller, Mary Beth Stevenson, Brian Pierce and Tim Shields.

Pat Sauer, Director of the Iowa Stormwater Education Program, spoke to the group regarding her role in stormwater education. Sauer noted that the development of vegetative species and their respective evolutions have led to a change in the flow of stormwater. Sauer added that changes in hydrology can contribute to a more natural flow of water. Sauer explained how modifications to pavement also changes the hydrology of soil, compacting it and causing less water to be infiltrated. Sauer noted that this process has an impact on aquatic life and other vegetation, as it causes a disturbance to their natural environments.

Sauer went to on to discuss water quality volume and what best practices are available. Sauer mentioned concepts such as green roofs, rainwater harvesting, soil quality restoration, native landscaping, permeable pavement, and bioswales. Councilperson Stevenson asked if there was a maximum grade for the installation of a bioswale.

Sauer recommended that the City revisit its nuisance ordinance in regards to grass and vegetation levels to incorporate different plant sizes. Sauer also added that during construction, soils around permeable pavement must be stabilized to ensure better flow. Sauer also recommended that the City incorporate its own properties as test projects for stormwater best practices.

ADJOURNMENT

Motion by Miller to adjourn the work session, second by Ellyson. Motion carried on a voice vote. City Council work session adjourned at 9:16 p.m.

Mark Worrell, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

Cedar County, IA



Legend

- Road
 - County Roads / City Streets
 - INTERSTATE
 - STATE HIGHWAY
 - U.S. HIGHWAY
- Railroad
- Parcel
 - Parcel Number/Acres
 - Leased Land
- Corporate Limit Line
- Land Hook
- Subdivision
- Park
- Section
- County Boundary

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

RESOLUTION 1239

A RESOLUTION HIRING _____ AS DEPUTY CITY CLERK FOR THE CITY OF WEST BRANCH, IOWA AND SETTING THE SALARY FOR THE POSITION FOR FISCAL YEAR 2014-2015.

WHEREAS, the City of West Branch is interested in hiring _____ as a deputy city clerk.

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

Section 1. That the City of West Branch, Iowa will hire _____ as deputy city clerk.

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

Position	Name	Wage	Basic Hours
Deputy City Clerk	_____	\$XX.XX/hour	40/week

SECTION 3. The above-named employee is subject to the City of West Branch, IA Employee Handbook applicable to their department.

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

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

Passed and Approved this 20th day of October, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1240

RESOLUTION APPROVING A SERVICE AGREEMENT WITH J & M DISPLAYS IN CONNECTION WITH THE 2015 HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$40,000.

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

WHEREAS, a highlight of past Hoover's Hometown Days Celebrations has been the fireworks displays; and

WHEREAS, the City Council has adopted the final fiscal year 2014-2015 budget; and

WHEREAS, the final fiscal year 2014-2015 budget for Hoover's Hometown Days includes funding for a fireworks display; and

WHEREAS, J & M Displays has submitted a proposed service agreement to provide said services in the amount of \$40,000.00; and

WHEREAS, it is now necessary to approve said agreement.

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

Passed and approved this 20th day of October, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and _____, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$_____ program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of _____, 20____ at approximately _____:_____ pm, weather permitting.

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

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

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

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

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

_____ the sum of \$_____ as a down payment upon execution of this Agreement. The balance of \$_____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

_____ \$_____ in full by _____ (70 days prior to the event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

_____ \$_____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

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

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

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

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

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

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

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

6. Buyer agrees to provide:

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

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

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

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

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

BY: _____
J & M Displays, Inc.
SELLER

BY: _____
BUYER

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

RESOLUTION NO. 1241

RESOLUTION DIRECTING THE MAYOR TO SEND A LETTER TO MR. DAVE PEDEN.

WHEREAS, the City of West Branch hired Seneca Companies to conduct soil sampling and analysis at 348 Cookson Street in West Branch for indications of road salt contamination; and

WHEREAS, on May 20, 2014, Seneca Companies conducted soil sampling and analysis; and

WHEREAS, Mr. Dave Peden, Owner and Operator of Dave's Welding & Repair, 348 Cookson Street, West Branch, Iowa appeared before the West Branch City Council during their regular City Council Meeting held on October 6, 2014; and

WHEREAS, Mr. Peden expressed concern about flooding issues and elevated levels of sodium in the soil at his business; and

WHEREAS, City Engineer Dave Schechinger presented a stormwater project, under consideration by the City Council that may address some of Mr. Peden's concerns in relation to stormwater; and

WHEREAS, the City Council is interested in considering any proposal that Mr. Peden might offer in relation to elevated levels of sodium in the soil at his business.

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 Mayor to send the letter attached as "Exhibit A" to Mr. Dave Peden, Owner and Operator of Dave's Welding & Repair, 348 Cookson Street, West Branch.

Passed and approved this 20th day of October, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

City of West Branch

~A Heritage for Success~

Office of the Mayor

October 21, 2014

Mr. Dave Peden
Dave's Welding and Repair
348 Cookson Street
West Branch, IA 52358

Dear Mr. Peden,

On behalf of the City of West Branch, I would like to thank you for attending the October 6, 2014 City Council Meeting and sharing your concerns on stormwater issues and elevated levels of sodium and soluble salts in the soil at your place of business. We look forward to addressing your concerns on both of these issues.

As we discussed in the Council Meeting on October 6th, the City is moving forward to address the stormwater issues. Attached to this letter are preliminary drawings for plans to address stormwater concerns for the Cookson Street area. The City intends to complete this project when funds are available and when an easement agreement is arranged with property owners in the project area. A specific timetable for completion of this project is not yet available. The City Council is currently working on a capital improvement plan. Another challenge that could determine the timing of this project would be time that it takes to obtain easements on the project.

In terms of elevated levels of sodium and soluble salts in the soil at your place of business, the City appreciates you bringing this issue to our attention. We feel that you as the affected property owner might be best able to identify a solution to this problem. Please let us know how you would like to remedy this situation and we will be happy to place this item on a future City Council agenda for further discussion.

I would be happy to meet with you to further discuss this matter if you have any additional questions. Please feel free to contact me at the City Office at (319) 643-5888.

Sincerely,

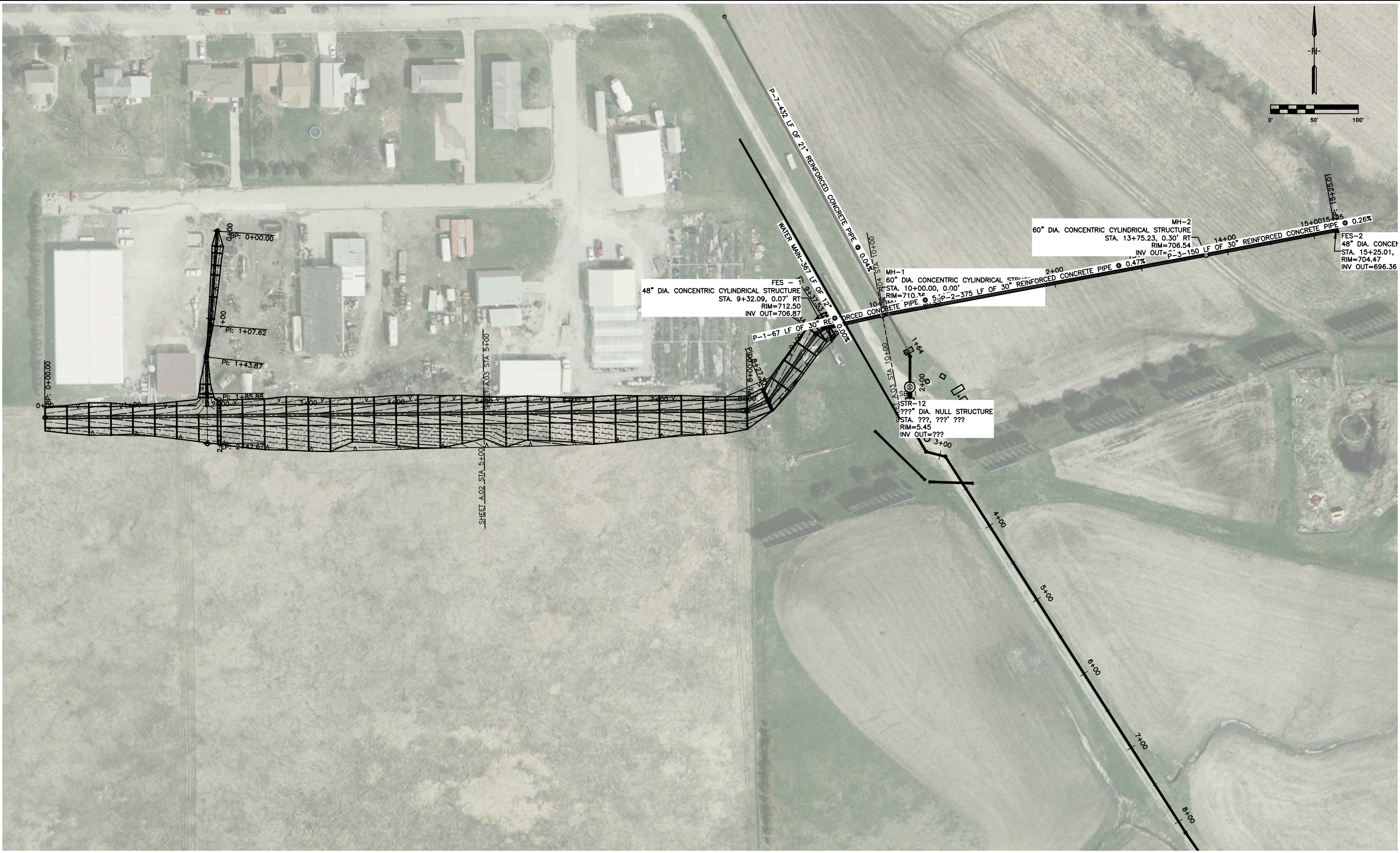
Mark Worrell, Mayor

**West Branch, Iowa
Cookson Stormwater
Preliminary Estimate of Cost**

	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantities</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Class 10 Excavation	CY	3,400	\$ 10.00	\$ 34,000.00
2	Survey	LS	1	\$ 2,000.00	\$ 2,000.00
3	Mobilization	LS	1	\$ 3,500.00	\$ 3,500.00
4	30" RCP	LF	560	\$ 85.00	\$ 47,600.00
5	60" Manhole	EA	2	\$ 5,000.00	\$ 10,000.00
6	Rip Rap	TONS	35	\$ 39.00	\$ 1,365.00
7	Stabilizing Material	TONS	20	\$ 25.00	\$ 500.00
8	30" FES with Grate	EA	2	\$ 400.00	\$ 800.00
9	Seeding	ACRE	1	\$ 1,500.00	\$ 1,500.00
10	Erosion Control Blanket	SQ	300	\$ 19.00	\$ 5,700.00
11	Class A Roadstone	TONS	20	\$ 19.00	\$ 380.00
(Items 1-11)					\$ 107,345.00
15% cont.					16,100.00
Construction Cost					\$ 123,445.00
Engineering					\$ 18,500.00
Total					\$ 141,945.00

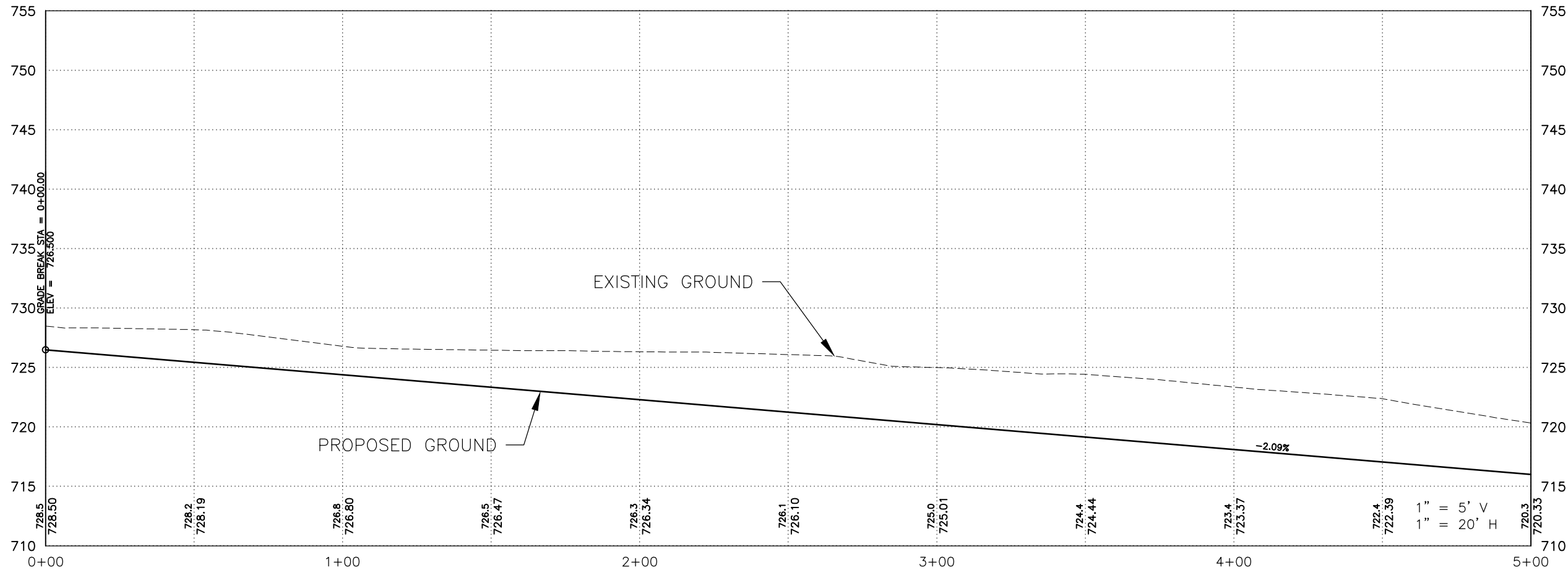
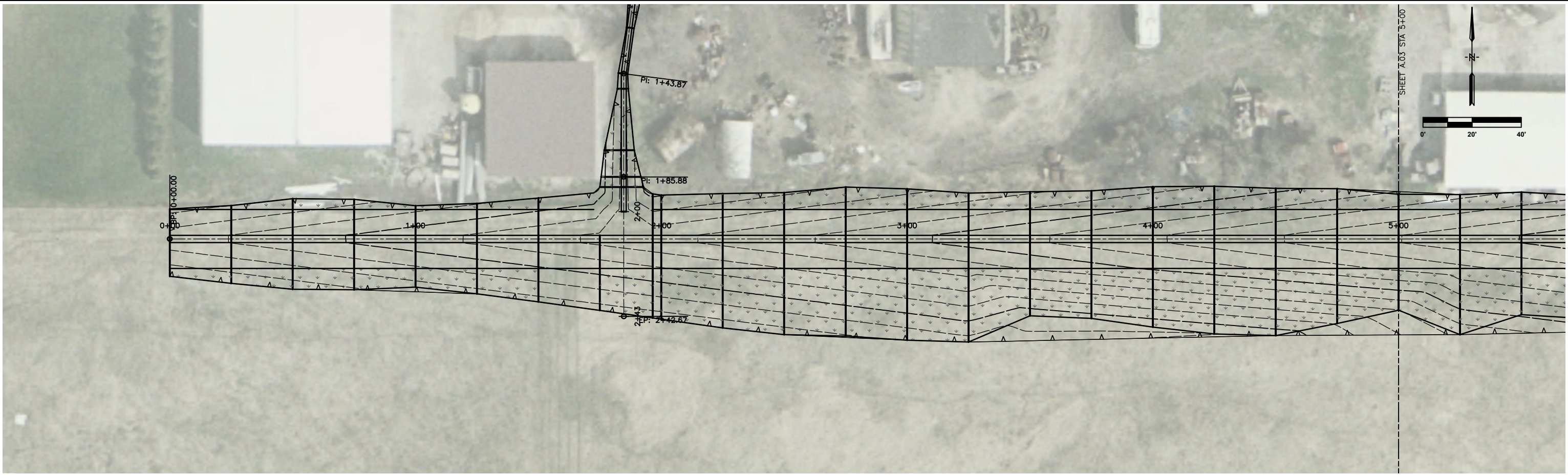
PLOTTED: Tuesday, November 19, 2013 4:41:48 PM

X-REFS: 36845 Design - 2012-11-15 & 2012-3-1 Aerial 2 & Parcels
FILE PATH: Z:\WEST BRANCH 368120 COOKSON PRELIMINARY STORM STUDY\DRAWINGS\DESIGN DRAWINGS\DESIGN DITCH & LONG PIPE



DATE	REVISIONS	SCALE	AS NOTED	<div>VERIFY SCALE</div> <div>BAR IS ONE INCH ON ORIGINAL DRAWING.</div> <div>0 <div>1"</div> 1"</div> <div>IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.</div>	<div></div> <div>VEENSTRA & KIMM, INC.</div>	COOKSON STORM STUDY CITY OF WEST BRANCH	DESIGN DITCH & LONG PIPE	DWG. NO.	
		DRAWN	EDG					A.01	
		CHECKED	DRS						
		APPROVED	DRS						
		DATE	----						
		ISSUED FOR	REVIEW/CONST			860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)			

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VERIFY SCALE
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COOKSON STORM STUDY
CITY OF WEST BRANCH

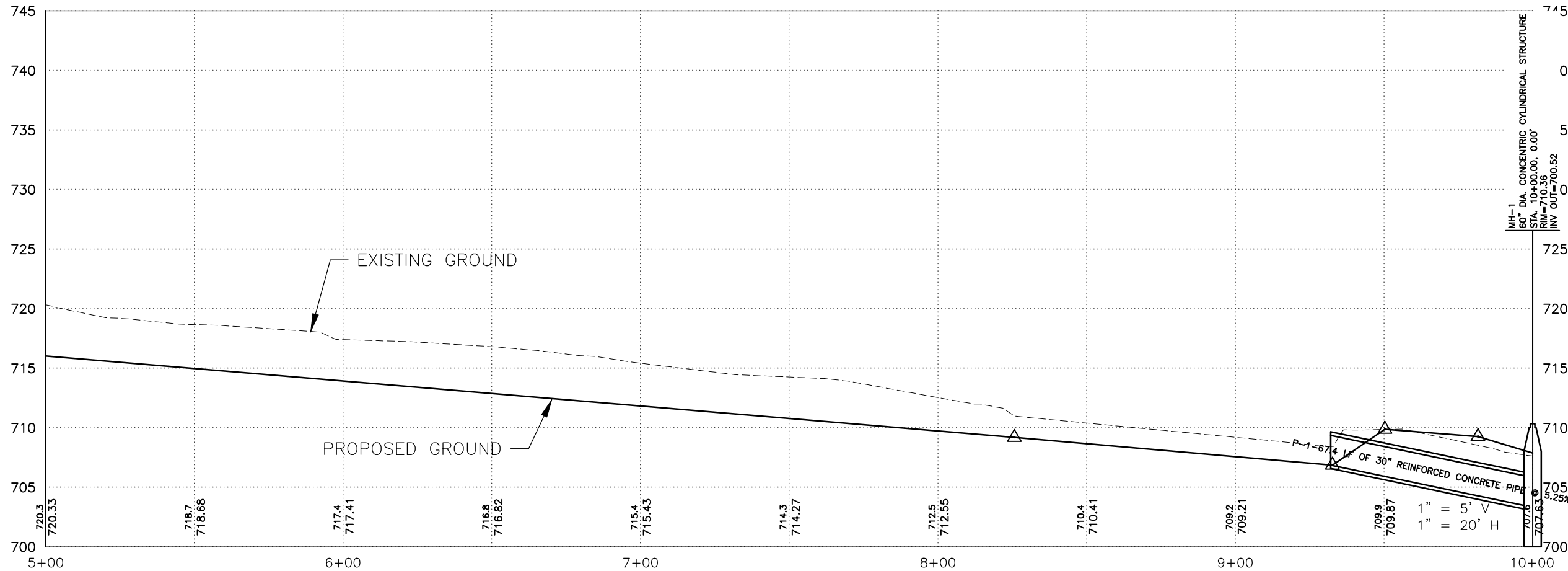
860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1563
319-466-1000 • 319-466-1008 (FAX) • 888-241-8001 (WATS)

COOKSON DITCH

DWG. NO.

A.02

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COOKSON STORM STUDY
CITY OF WEST BRANCH

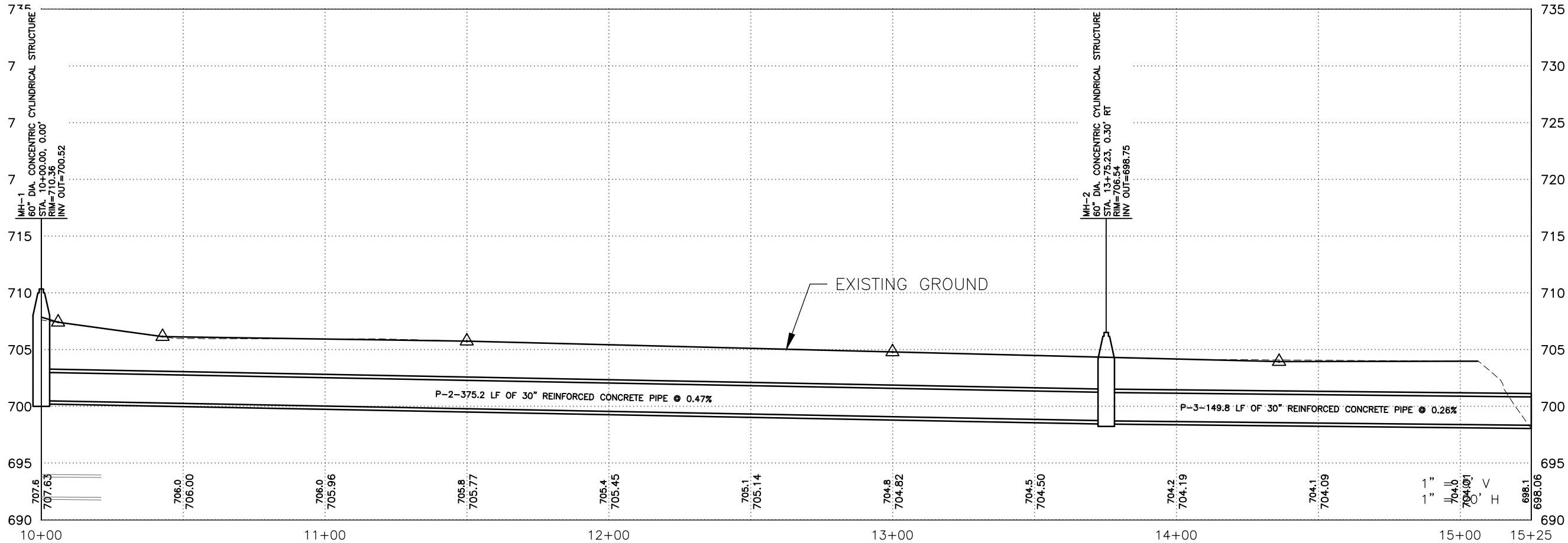
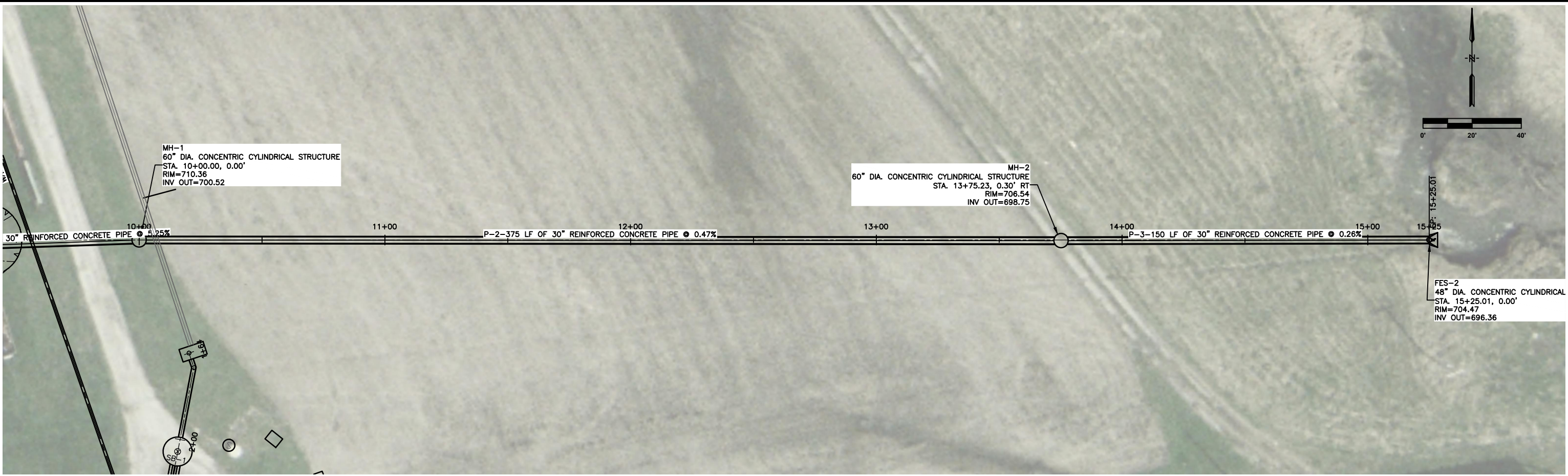
860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1563
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COOKSON DITCH

DWG. NO.
A.03
PROJECT 368120

X-REFS: 36846 Design - 2012-11-15 & 2012-3-1 Aerial 2 & Parcels
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		DATE	---
		ISSUED FOR	REVIEW/CONST

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COOKSON STORM STUDY
 CITY OF WEST BRANCH

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 319-466-1000 • 319-466-1008 (FAX) • 888-241-8001 (WATS)

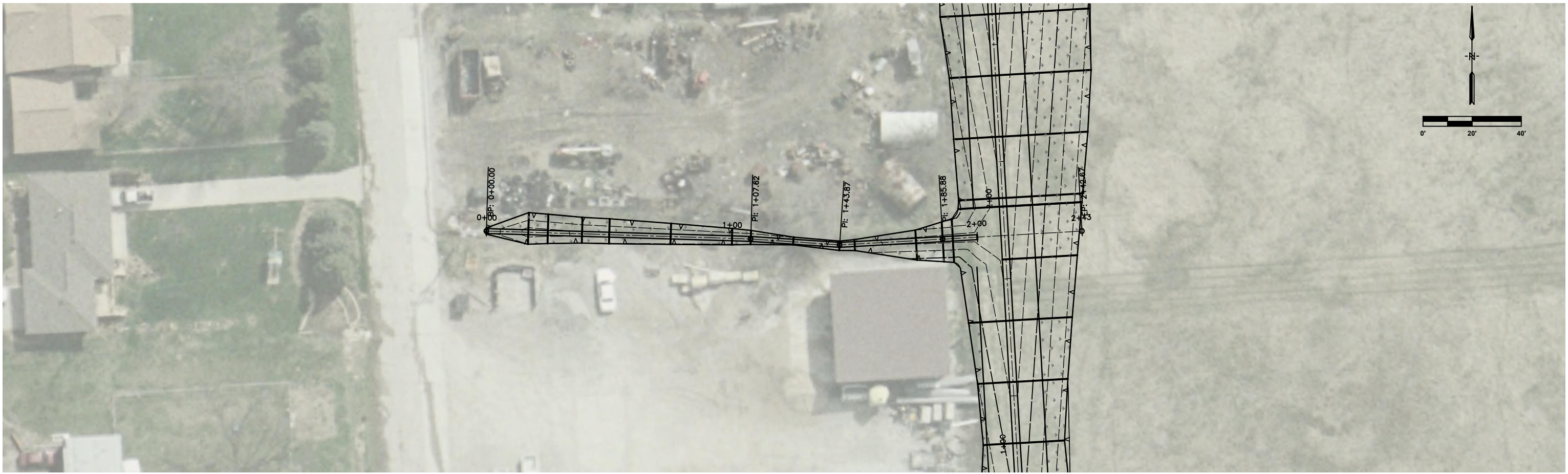
COOKSON PIPE

DWG. NO.
 A.04

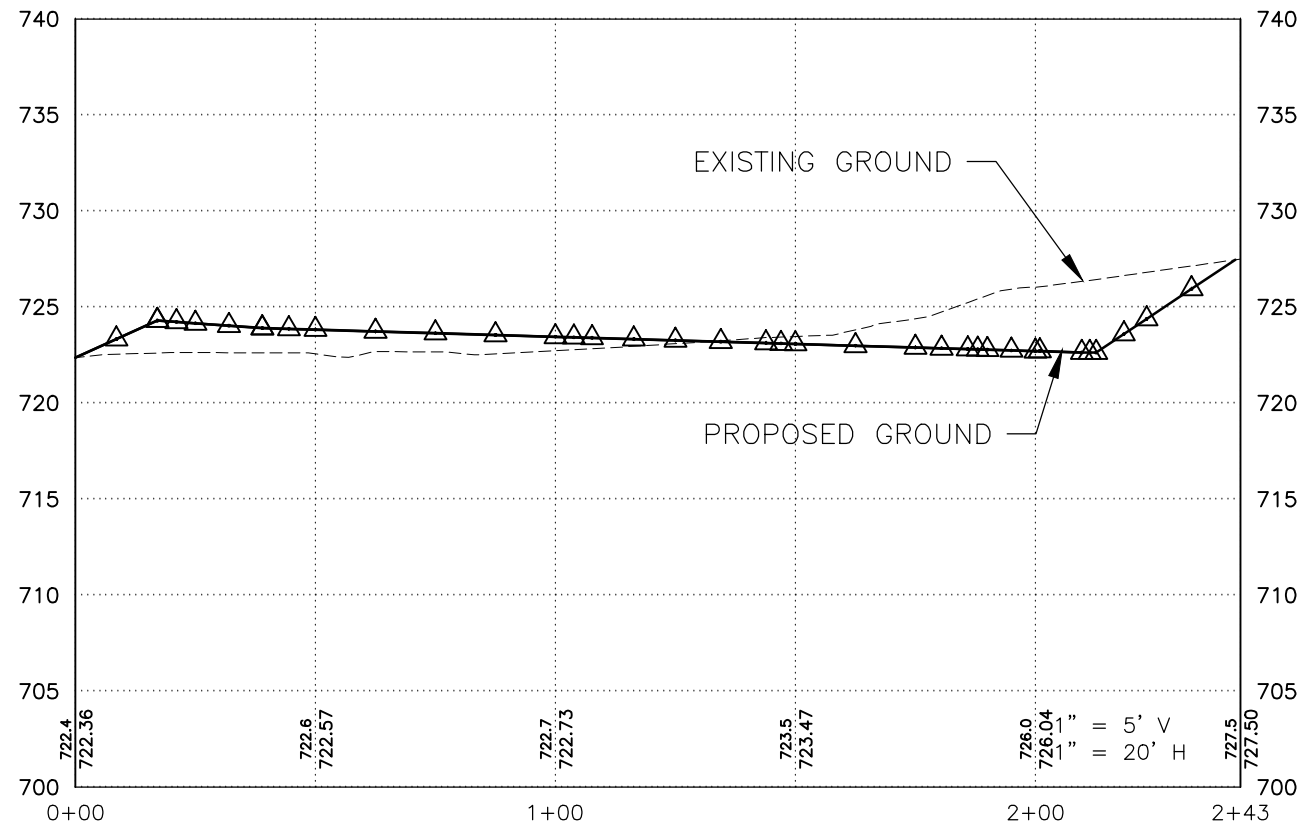
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X-REFS: 36845 Design - 2012-11-15 & 2012-3-1 Aerial 2 & Parcels
FILE PATH: Z:\WEST BRANCH 368120 COOKSON PRELIMINARY STORM STUDY\DRAWINGS\DESIGN DRAWINGS\DESIGN DITCH & LONG PIPE



FRONT VIEW OF CITY SHOP DITCH



DATE	REVISIONS	SCALE	AS NOTED
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		APPROVED	DRS
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		ISSUED FOR	REVIEW/CONST

VERIFY SCALE
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COOKSON STORM STUDY
CITY OF WEST BRANCH

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CITY SHOP DITCH

DWG. NO.
A.05
PROJECT 368120

CITY OF WEST BRANCH
COUNCIL ACTION REPORT

MEETING DATE: October 20, 2014

AGENDA ITEM: 7G

DATE PREPARED: October 10, 2014

STAFF LIAISON: Matt Muckler, City Administrator

TITLE: Resolution 1242, approving those certain agreements in connection with the Main Street Sidewalk Improvements – Phase 2 Project.

RECOMMENDATIONS: Approve Resolution 1242.

PROJECT DESCRIPTION:

The City of West Branch, in cooperation with Main Street West Branch and affected property owners, previously completed a Main Street Sidewalk Project on the south side of Main Street between Downey Street and Poplar Street. The City is now interested in performing the second phase of downtown sidewalk repairs. Sidewalk would be replaced along the eastern side of 102 W. Main Street, the western side of 105 S. Downey Street and 102 East Main Street, and from Downey Street to the National Park Service boundary along Main Street. The City intends to bid and complete the Project in early 2015. Property owners at 105 South Downey Street, 102 East Main Street and 106 East Main Street, as well as Main Street West Branch, have agreed to partner with the City on the project. Resolution 1242 would approve the agreements necessary to proceed with the project.

ATTACHMENTS:

Resolution 1242 (2 pages)

Plans for Main Street Sidewalk, West Branch, Iowa (4 pages)

Opinion of Cost – Entire Project (1 page)

Opinion of Cost – National Park Service (1 page)

Opinion of Cost – Estate of Brett Gordon (1 page)

Assessment Agreement – Estate of Brett Gordon (4 pages)

Opinion of Cost – Wayne Maas (1 page)

Assessment Agreement – Wayne Maas (4 pages)

Opinion of Cost – John Proeller and Beth Erickson (1 page)

Assessment Agreement – John Proeller and Beth Erickson (4 pages)

Main Street Agreement (2 pages)

RESOLUTION 1242

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

WHEREAS, the City of West Branch is concerned about the safety of pedestrians walking in the Downtown Business District; and

WHEREAS, the City of West Branch, in cooperation with Main Street West Branch and affected property owners, has previously completed a Main Street Sidewalk Project on the south side of Main Street between Downey Street and Poplar Street;

WHEREAS, the City Council of the City of West Branch, is now interested in performing sidewalk repairs along the eastern side of 102 W. Main Street, the western side of 105 S. Downey Street and 102 East Main Street, and from Downey Street to the National Park Service boundary along Main Street, called the Main Street Sidewalk Improvements – Phase 2 Project (the “Project”); and

WHEREAS, the City intends to bid and complete the Project in early 2015;
and

WHEREAS, the City Council of the City of West Branch has heretofore deemed it necessary to assess a portion of the Project to the adjoining property owners, said owners being located at:

105 South Downey Street
102 East Main Street
106 East Main Street
(the “Owners”); and

WHEREAS, the City has also entered into an agreement with the Friends of Historic West Branch, Inc. (d/b/a Main Street West Branch, hereafter “Main Street”) whereby Main Street will reimburse the City for the entire cost of constructing the Project; and

WHEREAS, the Owners will pay the City a portion of the assessment for each property on July 31st of each year; and

WHEREAS, the City will then forward said monies to Main Street to repay its advancement of the Project costs; and

WHEREAS, the City Attorney has prepared assessment agreements for each of the Owners and an agreement with Main Street to accomplish the same, all of which require approval of the City Council; and

WHEREAS, City staff and elected officials have discussed the proposed project with three property owners and the Superintendent of the Herbert Hoover National Historic Site whose property would be impacted as a result of the construction of the Main Street Sidewalk Improvements – Phase 2 Project; and

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

WHEREAS, the three property owners and Main Street have signed said agreements; and

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

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

BE IT FURTHER RESOLVED that the agreement between the City and Main Street is also hereby approved and the Mayor and City Clerk are hereby directed to execute said agreement on behalf of the City.

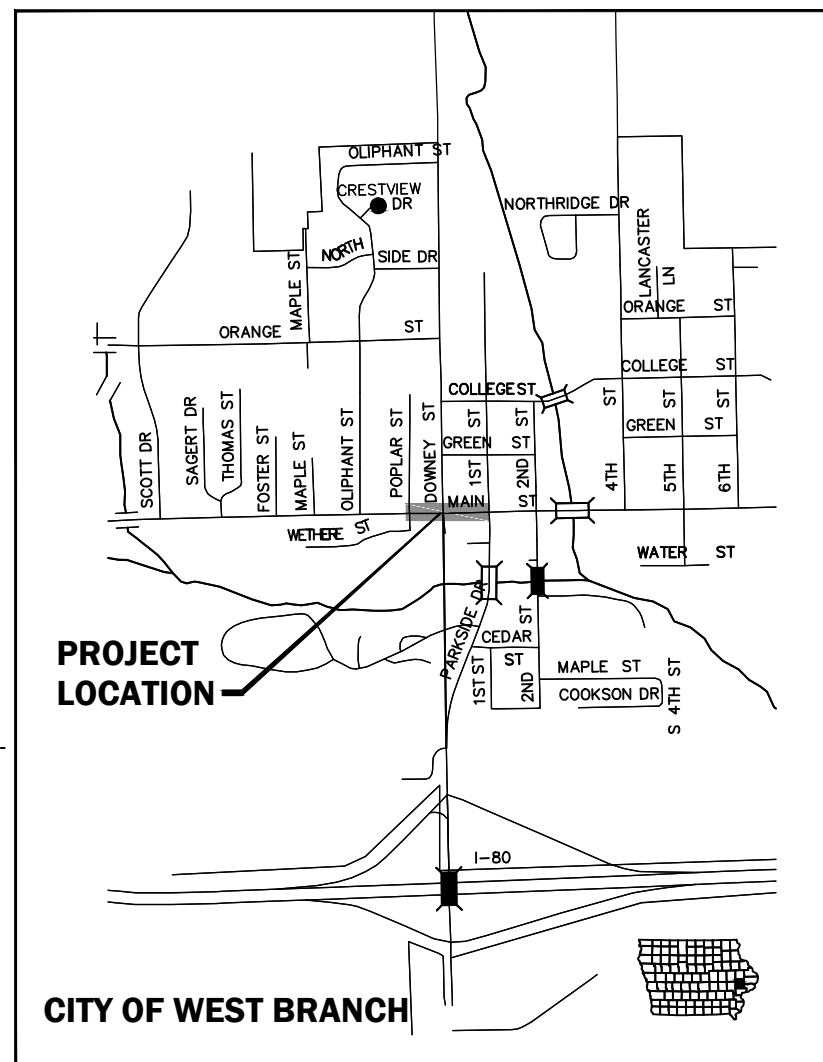
Passed and approved this 20th day of October, 2014.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

PLANS FOR MAIN STREET SIDEWALK WEST BRANCH, IOWA



VICINITY MAP
NOT TO SCALE

GENERAL LEGEND

	SURVEY LINE & STATION INDICATOR		FLARED END SECTION
	CONCRETE SURFACE		RAILROAD
	ASPHALT SURFACE		MAILBOX
	CONCRETE W/ASPHALT OVERLAY		FENCE (MISC.)
	LOW GRADE ASPHALT SURFACE		SECURITY FENCE
	GRANULAR SURFACE		WOOD FENCE
	DIRT SURFACE		SILT FENCE
	BRICK SURFACE		CHAIN LINK FENCE
	SURFACING REMOVAL/REPLACEMENT		PROPERTY LINE
	EARTH SECTION		PROPERTY PIN
	NEW SEWER/MANHOLE		SECTION CORNER
	NEW SEWER/INTAKE		PLAT BOUNDARY
	NEW WATER MAIN		BUILDING
	NEW FORCE MAIN		ELEVATION MARKER
	NEW HYDRANT		CENTERLINE
	NEW WATER VALVE		DIAMETER
	EXISTING SANITARY SEWER AND SIZE		ELEV.
	EXISTING STORM SEWER AND SIZE		PVC POLYVINYLCHLORIDE PIPE
	EXISTING WATER MAIN AND SIZE		CI CAST IRON PIPE
	EXISTING FORCE MAIN AND SIZE		DI DUCTILE IRON PIPE
	GAS MAIN AND SIZE		CMP CORRUGATED METAL PIPE
	UNDERGROUND POWER LINE		VCP VITRIFIED CLAY PIPE
	OVERHEAD POWER LINE		RCP REINFORCED CONCRETE PIPE
	UNDERGROUND TELEPHONE LINE		RCAP REINFORCED CONCRETE ARCH PIPE
	CABLE TELEVISION LINE		LRCP LINED REINFORCED CONCRETE PIPE
	FIBER OPTICS		LCPP LINED CONCRETE PRESSURE PIPE
	TOP OF EMBANKMENT		STA. STATION
	TOE OF EMBANKMENT		LA LINE AHEAD
	DRAINAGE COURSE		LB LINE BACK
	SANITARY MANHOLE		BM-2 BENCH MARK AND NUMBER
	STORM WATER MANHOLE		ROW RIGHT-OF-WAY
	ELECTRIC MANHOLE		PI POINT OF INTERSECTION
	TELEPHONE MANHOLE		POT POINT ON TANGENT
	WATER MANHOLE		LF LINEAR FEET
	CURB INTAKE		TH TACKED HUB
	AREA OR BEEHIVE INTAKE		SB-2 SOIL BORING AND NUMBER
	EXISTING HYDRANT		PVC POINT OF VERTICAL CURVATURE
	EXISTING WATER VALVE		PVT POINT OF VERTICAL TANGENCY
	GAS VALVE		VC VERTICAL CURVE
	UTILITY POLE		PC POINT OF CURVATURE
	GUY ANCHOR		PT POINT OF TANGENCY
	STREET LIGHT		MO MIDDLE ORDINATE
	SIGN		DWG. DRAWING
	TELEPHONE CABLE JUNCTION BOX		CP-1 CONTROL POINT AND NUMBER
	TRAFFIC SIGNALS		(TYP.) TYPICAL
	PEDESTRIAN CONTROL LIGHT		HPG HIGH PRESSURE GAS
	RAILROAD CONTROL LIGHT		IPG INTERMEDIATE PRESSURE GAS
	RAILROAD SIGN		INV. INVERT
	UTILITY ACCESS COVER		E.W., E.F. EACH WAY, EACH FACE
	PARKING METER		E.W. EACH WAY
	TREE		AT AT
	EVERGREEN		DRAWING NUMBER
	STUMP		
	BUSH, SHRUB OR HEDGE		

NOTE: THIS IS A GENERAL LEGEND. ITEMS MAY OR MAY NOT APPEAR ON DRAWINGS.


DRAWING INDEX

DRAWING INDEX	
NO.	DRAWING TITLE
A.01	INDEX AND TITLE SHEET
D.01	DEMO
D.02	PLAN
S.01	SIDEWALK TABULATIONS

GENERAL NOTES

1. ALL ELEVATIONS ARE TO LOCAL DATUM.
2. SHAPE ALL DITCHES TO DRAIN AFTER CONSTRUCTION.
3. CONFIRM LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND UTILITIES AS REQUIRED TO ELIMINATE CONFLICTS PRIOR TO CONSTRUCTION. ALLOW UTILITY PERSONNEL TO RELOCATE UTILITIES WHERE CONFLICTS OCCUR.
4. DO NOT INTERRUPT EXISTING UTILITIES OR INDIVIDUAL SERVICES UNLESS DIRECTED BY ENGINEER.
5. LOCATIONS OF CONSTRUCTION LIMIT LINES SHOWN ON PLANS ARE APPROXIMATE. ENGINEER WILL LOCATE CONSTRUCTION LIMITS IN FIELD. CONFINE ALL CONSTRUCTION OPERATIONS, INCLUDING ACCESS TO WORK, TO CONSTRUCTION LIMITS.
6. SET MANHOLE COVERS FLUSH WITH PROPOSED GRADES UNLESS OTHERWISE NOTED.
7. STATIONING IS ALONG CENTER LINE OF PAVEMENT, UNLESS OTHERWISE NOTED.
8. PROTECT UTILITY POLES, LINES AND APPURTENANCES NOT SHOWN FOR RELOCATION.
9. RESET ALL PROPERTY PINS DISTURBED BY CONSTRUCTION; PINS RESET BY REGISTERED LAND SURVEYOR; COST IS INCIDENTAL TO CONSTRUCTION.
10. PROTECT ALL SURFACING, NOT INDICATED BY SHADING FOR REMOVAL AND REPLACEMENT FROM DAMAGE DURING CONSTRUCTION.

PROTECTION OF VEGETATION

TREES AND OTHER VEGETATION WHICH MAY BE REMOVED ARE MARKED WITH AN "X" OVER THE APPROPRIATE SYMBOL. FOR EXAMPLE,  INDICATES THE REMOVAL OF A 12" TREE. REPLACEMENT, BY CONTRACTOR, OF THESE ITEMS IS NOT REQUIRED. TUNNEL, INSTALL TIGHT SHEETING, HAND EXCAVATE OR EMPLOY OTHER MEANS APPROVED BY ENGINEER TO PROTECT EXPOSED PORTIONS AND ROOT SYSTEMS OF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL. IF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL ARE DAMAGED DURING CONSTRUCTION, REPLACE IN KIND AND SIZE AT NO COST TO CITY OR PROPERTY OWNER.



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____
NAME: David R. Schechinger
DATE: _____
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014
PAGES COVERED BY THIS SEAL: ALL



DATE	REVISIONS	SCALE	AS NOTED
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		APPROVED	DRS
		DATE	
		ISSUED FOR CONSTRUCTION	

**VEENSTRA & KIMM, INC.**

POPLAR STREET WATER MAIN
CITY OF WEST BRANCH

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

INDEX AND TITLE SHEET

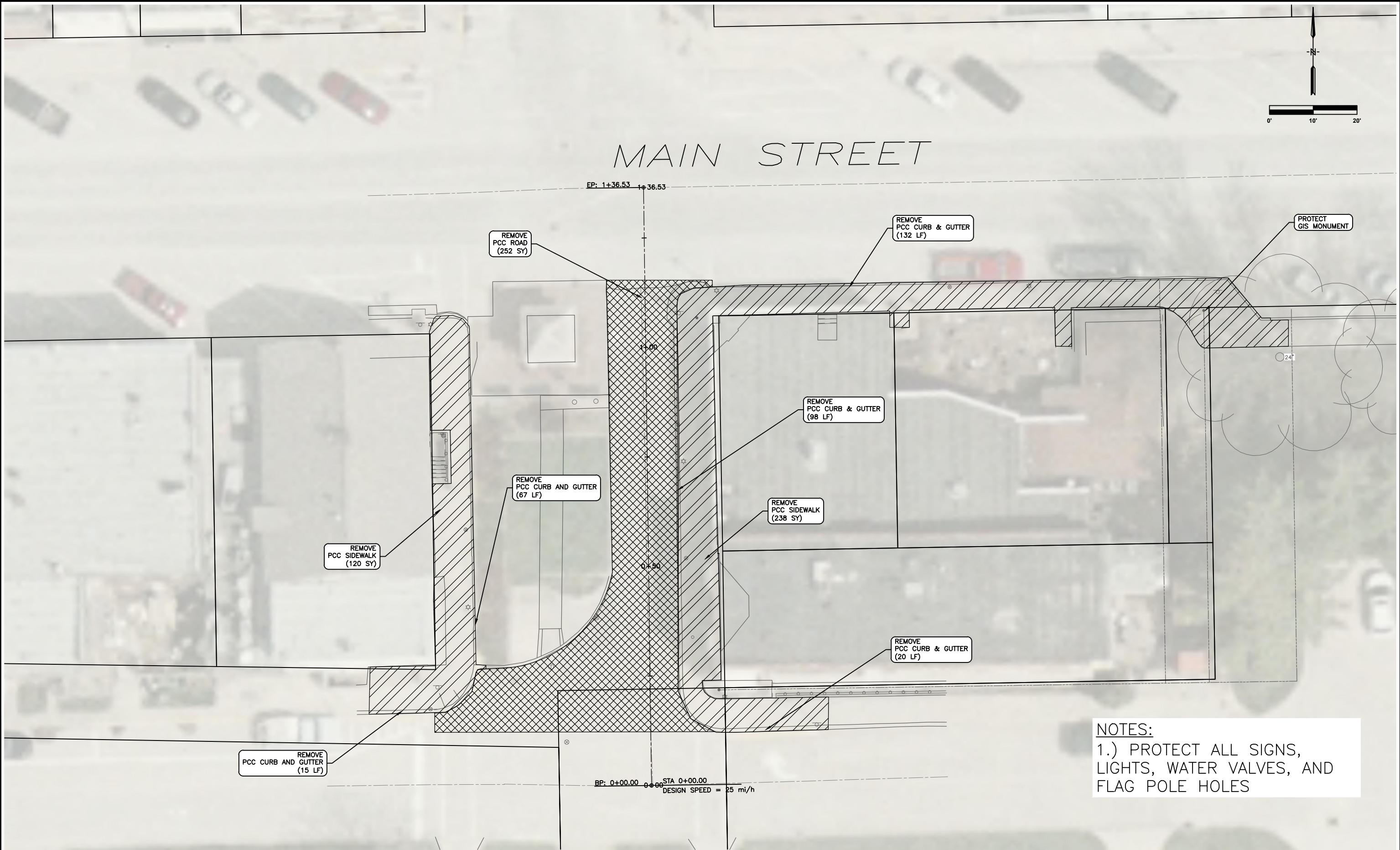
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PROJECT	368107
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X-REFS: 2012-3-1 Aerial 2 & Parcels & 368107 Topo
FILE PATH: Z:\WEST BRANCH 368107 MAIN STREET SIDEWALK 2013\DRAWINGS_PRODUCTION DRAWINGS\DWG.D01



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		DATE	7-12-13
		ISSUED FOR	REVIEW/CONST

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MAIN STREET SIDEWALK
CITY OF WEST BRANCH

360 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

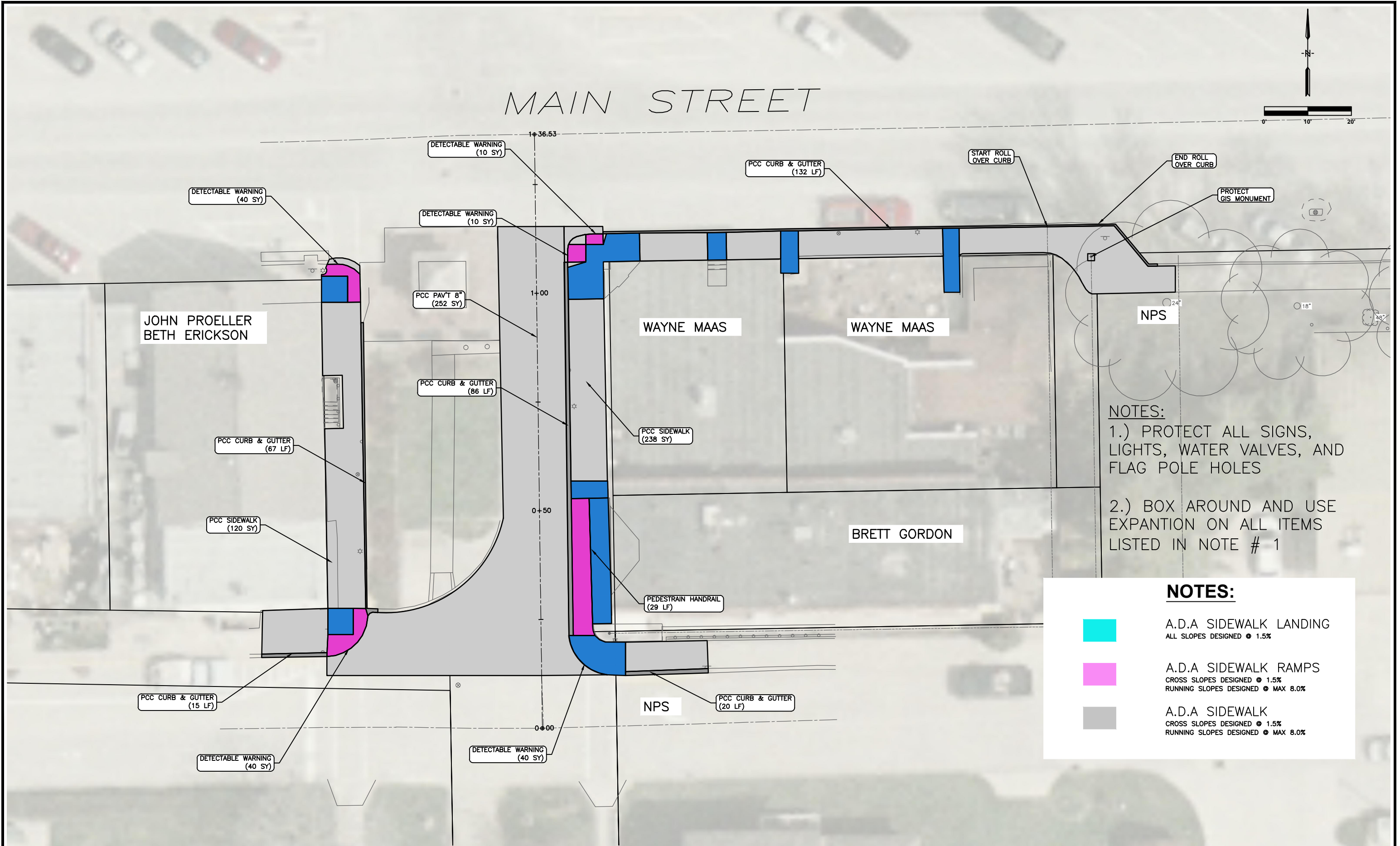
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X-REFS: 368107 Topo & Parcels & Aerial
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NOTES:
1.) PROTECT ALL SIGNS, LIGHTS, WATER VALVES, AND FLAG POLE HOLES

2.) BOX AROUND AND USE EXPANTION ON ALL ITEMS LISTED IN NOTE # 1

NOTES:

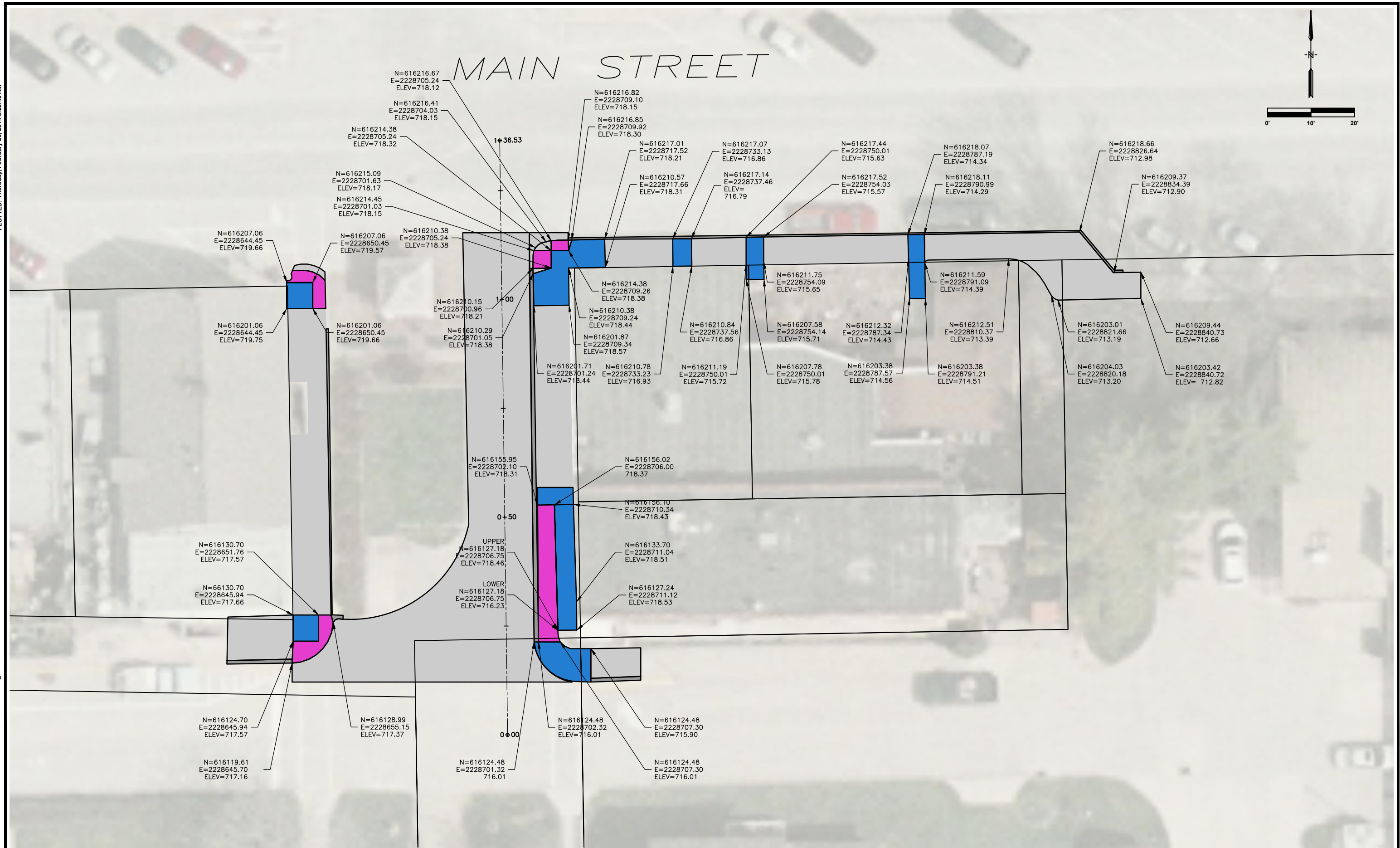
-  A.D.A SIDEWALK LANDING
ALL SLOPES DESIGNED @ 1.5%
-  A.D.A SIDEWALK RAMPS
CROSS SLOPES DESIGNED @ 1.5%
RUNNING SLOPES DESIGNED @ MAX 8.0%
-  A.D.A SIDEWALK
CROSS SLOPES DESIGNED @ 1.5%
RUNNING SLOPES DESIGNED @ MAX 8.0%



DATE	REVISIONS	SCALE	AS NOTED	VERIFY SCALE	MAIN STREET SIDEWALK CITY OF WEST BRANCH		PLAN		DWG. NO.
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		ISSUED FOR	REVIEW/CONST						



VEENSTRA & KIMM, INC.

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319-466-1000 • 319-466-1008(FAX) • 888-241-8001(VA73)



DATE	REVISIONS	SCALE	AS NOTED	VERIFY SCALE	 MAIN STREET SIDEWALK CITY OF WEST BRANCH	<div>SIDEWALK TABULATIONS</div>	DWG. NO.
		DRAWN	EDG	BAR IS ONE INCH ON ORIGINAL DRAWING. 0" 1"			S.01
		CHECKED	DRS	IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)	 VEENSTRA & KIMM, INC.	PROJECT 368107
		APPROVED	DRS				
		DATE	7-12-13				
		ISSUED FOR	REVIEW/CONST				

Opinion of Cost for MAIN STREET SIDEWALK**9/12/2013**

No.	Description	Unit	Unit Price	Quantity	Extended Price
1.1	MOBILIZATION	LS	\$3,000.00	1	\$3,000.00
1.2	CONSTRUCTION STAKING	LS	\$1,500.00	1	\$1,500.00
1.3	TRAFFIC CONTROL	LS	\$1,000.00	1	\$1,000.00
1.4	RMVL OF PAV'T				
	1.4.1 PCC PAVEMENT	SY	\$10.00	252	\$2,520.00
	1.4.2 SIDEWALK	SY	\$7.00	358	\$2,506.00
	1.4.3 CURB AND GUTTER	LF	\$5.00	320	\$1,600.00
1.5	MODIFIED SUBBASE	CY	\$24.00	48	\$1,152.00
1.6	BASE, STD/S-F PCC, 8"	SY	\$32.00	252	\$8,064.00
1.7	SIDEWALK, PCC, 6"	SY	\$50.00	358	\$17,900.00
1.8	CURB+GUTTER, PCC, 3.0'	LF	\$30.00	320	\$9,600.00
1.9	DETECTABLE WARNING - CURB RAMP	SF	\$45.00	160	\$7,200.00
1.10	PEDESTRAIN HANDRAIL	LF	\$350.00	29	\$10,150.00
TOTAL					\$66,192.00
15% CONT.					\$9,928.80
TOTAL					\$76,120.80

Opinion of Cost for Main Street Sidewalk
NPS
3/31/2014

No.	Item Code	Description	Unit	Unit Price	Quantity	Extended Price
1	2115-0100000	MODIFIED SUBBASE	CY	\$24.00	0	\$0.00
2	2511-6745900	RMVL OF SIDEWALK	SY	\$5.00	57	\$285.00
3	2511-7526006	SIDEWALK, PCC, 6"	SY	\$30.00	57	\$1,710.00
4	2511-7528100	DETECTABLE WARNING - CURB RAMP	SF	\$45.00	0	\$0.00
5	2512-1725306	CURB+GUTTER, PCC, 3.0'	LF	\$20.00	39	\$780.00
6	2213-6745500	RMVL OF CURB	LF	\$5.00	39	\$195.00
7	2201-0505080	7" PCC PAVEMENT	SY	\$35.00	0	\$0.00
8	2414-6444100	STEEL PIPE PEDESTRIAN HAND RAIL	LF	\$50.00	0	\$0.00
8	2526-8285000	CONSTRUCTION SURVEY	LS	\$1,500.00	0.17	\$255.00
9	2533-4980005	MOBILIZATION	LS	\$1,500.00	0.17	\$255.00

TOTAL **\$3,480.00**

Opinion of Cost for Main Street Sidewalk
Brett Gordon
3/31/2014

No.	Item Code	Description	Unit	Unit Price	Quantity	Extended Price
1	2115-0100000	MODIFIED SUBBASE	CY	\$24.00	0	\$0.00
2	2511-6745900	RMVL OF SIDEWALK	SY	\$5.00	30	\$150.00
3	2511-7526006	SIDEWALK, PCC, 6"	SY	\$30.00	30	\$900.00
4	2511-7528100	DETECTABLE WARNING - CURB RAMP	SF	\$45.00	0	\$0.00
5	2512-1725306	CURB+GUTTER, PCC, 3.0'	LF	\$20.00	31	\$620.00
6	2213-6745500	RMVL OF CURB	LF	\$5.00	31	\$155.00
7	2201-0505080	7" PCC PAVEMENT	SY	\$35.00	0	\$0.00
8	2414-6444100	STEEL PIPE PEDESTRIAN HAND RAIL	LF	\$50.00	29	\$1,450.00
8	2526-8285000	CONSTRUCTION SURVEY	LS	\$1,500.00	0.17	\$255.00
9	2533-4980005	MOBILIZATION	LS	\$1,500.00	0.17	\$255.00

TOTAL **\$3,785.00**

Prepared by: Kevin D. Olson, City Attorney, 1400 5th Street, PO Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, 110 N. Poplar Street, West Branch, Iowa 52358 (319) 643-5888

ASSESSMENT AGREEMENT

THIS AGREEMENT entered into by and between the **City of West Branch**, PO Box 218, 110 N. Poplar Street, West Branch, Iowa, 52358; hereinafter referred to as “CITY”; and the **Estate of Joseph Brett Gordon**; hereinafter referred to as “OWNER.”

WHEREAS, the OWNER’s property located at 105 S. Downey Street in CITY is legally described as shown on Exhibit “A” attached hereto; and

WHEREAS, the improvements, referred to as the “Main Street Sidewalk Improvements Project,” will consist of the reconstruction of sidewalk on Main Street (the “Improvements”); and

WHEREAS, the CITY shall assess the OWNER for a portion of the improvements constructed adjacent to the OWNER’s property; and

WHEREAS, the CITY shall pay for a portion of the Project; and

WHEREAS, the CITY and OWNER both desire to enter into an agreement regarding the construction and financing for said Project.

NOW, THEREFORE, FOR THE PARTIES’ MUTUAL CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

Special Assessment

The OWNER and CITY expressly agree that the OWNER will be assessed its share of the assessable costs, said assessable costs as agreed among the parties is **\$3,785.00**. The OWNER agrees to make payments to the CITY as follows:

- | | |
|--------------------------------|------------|
| a. No later than July 31, 2015 | \$1,892.50 |
| b. No later than July 31, 2016 | \$1,892.50 |

In consideration of the construction of said Improvements, the undersigned OWNER hereby waives the public hearing on the adoption of the Resolution of Necessity and the mailing and publication of notice thereof, and all other legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the construction of said Improvements where the expense of such improvements is to be assessed against private property. The undersigned OWNER hereby expressly waives each and every question of jurisdiction, the intention of the OWNER being to authorize and direct said CITY to construct the Improvements without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa, said provisions being located in Sections 384.37 through 384.79 of the Code of Iowa.

It is further agreed that when said Improvements have been constructed in accordance with the plans and specifications that the CITY may make assessments against the property of the undersigned OWNER for the cost of the construction of said Improvements, and that said assessments so made shall be a lien upon the property hereinafter described, and the undersigned OWNER hereby agrees to pay the amount which is thus assessed against its property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. The undersigned OWNER hereby expressly waives every objection to said assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the undersigned OWNER within the time provided by statute for the payment of special assessments for such Improvements. It is the intention of the CITY if OWNER does not adhere to the Payment Schedule, that the CITY will certify the assessment to the Cedar County Treasurer be payable over a 2-year time period at 9% interest per annum, interest to begin to accrue as of the date of acceptance of the Improvements by the CITY. To the extent the OWNER is entitled to any agricultural deferment under Chapter 384 of the City Code of Iowa, it hereby waives its right to such deferral.

Further, in consideration of the City paying for a portion of the Project, the OWNER expressly agrees that the execution of this Agreement provides the City with a temporary construction easement across the Property only to the extent necessary to construct said Project, said temporary construction easement to automatically terminate upon acceptance of the Project by the City Council. Prior to the completion of the Project, the City shall be responsible for repairing any damage caused by the temporary construction easement to as close as possible to the original condition.

The OWNER warrants that its real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement, who by execution of this Agreement consent to the subordination of their lien to the special assessment liens herein described. The OWNER further agrees to subordinate the sale of any part of its listed property to the terms of this Agreement, and, upon failure to do so, to pay the full amount of the assessment on demand. Each lienholder designated below, by execution of this Agreement, agrees and consents that his lien or liens shall be subordinated to the lien of the assessments levied pursuant hereto.

Dated this 26th day of June, 2014.

APPROVED AND AGREED:

OWNER:

Estate of Joseph Brett Gordon

By: Anita Lorraine Puffer
Anita Lorraine Puffer

CITY:

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

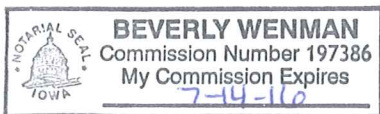
STATE OF IOWA, CEDAR COUNTY, ss:

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, State of Iowa
My Commission Expires:

STATE OF IOWA, Johnson COUNTY, ss:

This instrument was acknowledged before me on this 26th day of June, 2014, by Anita Lorraine Puffer, as Executor of the Joseph Brett Gordon.



Beverly Wenman
Notary Public for the State of Iowa
My commission expires: 7-14-16

EXHIBIT "A"

The south 31 feet of the north 45 feet of the west 122 feet of Lot 2, Block 33, West Branch, Cedar County, Iowa, and an undivided interest in the following described real estate: Commencing at the northeast corner of Lot 1, Block 33, West Branch, Cedar County, Iowa, thence running 10 feet; thence south 54 feet; thence east 10 feet; thence north 54 feet to the point of beginning, subject to easements and restrictions of record.

Opinion of Cost for Main Street Sidewalk
Wayne Maas
3/31/2014

No.	Item Code	Description	Unit	Unit Price	Quantity	Extended Price
1	2115-0100000	MODIFIED SUBBASE	CY	\$24.00	0	\$0.00
2	2511-6745900	RMVL OF SIDEWALK	SY	\$5.00	151	\$755.00
3	2511-7526006	SIDEWALK, PCC, 6"	SY	\$30.00	151	\$4,530.00
4	2511-7528100	DETECTABLE WARNING - CURB RAMP	SF	\$45.00	0	\$0.00
5	2512-1725306	CURB+GUTTER, PCC, 3.0'	LF	\$20.00	168	\$3,360.00
6	2213-6745500	RMVL OF CURB	LF	\$5.00	168	\$840.00
7	2201-0505080	7" PCC PAVEMENT	SY	\$35.00	0	\$0.00
8	2414-6444100	STEEL PIPE PEDESTRIAN HAND RAIL	LF	\$50.00	0	\$0.00
8	2526-8285000	CONSTRUCTION SURVEY	LS	\$1,500.00	0.34	\$510.00
9	2533-4980005	MOBILIZATION	LS	\$1,500.00	0.34	\$510.00

TOTAL \$10,505.00

Prepared by: Kevin D. Olson, City Attorney, 1400 5th Street, PO Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, 110 N. Poplar Street, West Branch, Iowa 52358 (319) 643-5888

ASSESSMENT AGREEMENT

THIS AGREEMENT entered into by and between the **City of West Branch**, PO Box 218, 110 N. Poplar Street, West Branch, Iowa, 52358; hereinafter referred to as “CITY”; and **Charles Wayne Maas**, a single person; hereinafter referred to as “OWNER.”

WHEREAS, the OWNER’s property located at 102 and 106 E. Main Street in CITY is legally described as shown on Exhibit “A” attached hereto; and

WHEREAS, the improvements, referred to as the “Main Street Sidewalk Improvements Project,” will consist of the reconstruction of sidewalk on Main Street (the “Improvements”); and

WHEREAS, the CITY shall assess the OWNER for a portion of the improvements constructed adjacent to the OWNER’s property; and

WHEREAS, the CITY shall pay for a portion of the Project; and

WHEREAS, the CITY and OWNER both desire to enter into an agreement regarding the construction and financing for said Project.

NOW, THEREFORE, FOR THE PARTIES’ MUTUAL CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

Special Assessment

The OWNER and CITY expressly agree that the OWNER will be assessed its share of the assessable costs, said assessable costs as agreed among the parties is **\$10,505**. The OWNER agrees to make payments to the CITY as follows:

- | | |
|--------------------------------|------------|
| a. No later than July 31, 2015 | \$5,252.50 |
| b. No later than July 31, 2016 | \$5,252.50 |

In consideration of the construction of said Improvements, the undersigned OWNER hereby waives the public hearing on the adoption of the Resolution of Necessity and the mailing and publication of notice thereof, and all other legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the construction of said Improvements where the expense of such improvements is to be assessed against private property. The undersigned OWNER hereby expressly waives each and every question of jurisdiction, the intention of the OWNER being to authorize and direct said CITY to construct the Improvements without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa, said provisions being located in Sections 384.37 through 384.79 of the Code of Iowa.

It is further agreed that when said Improvements have been constructed in accordance with the plans and specifications that the CITY may make assessments against the property of the undersigned OWNER for the cost of the construction of said Improvements, and that said assessments so made shall be a lien upon the property hereinafter described, and the undersigned OWNER hereby agrees to pay the amount which is thus assessed against its property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. The undersigned OWNER hereby expressly waives every objection to said assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the undersigned OWNER within the time provided by statute for the payment of special assessments for such Improvements. It is the intention of the CITY if OWNER does not adhere to the Payment Schedule, that the CITY will certify the assessment to the Cedar County Treasurer be payable over a 2-year time period at 9% interest per annum, interest to begin to accrue as of the date of acceptance of the Improvements by the CITY. To the extent the OWNER is entitled to any agricultural deferment under Chapter 384 of the City Code of Iowa, it hereby waives its right to such deferral.

Further, in consideration of the City paying for a portion of the Project, the OWNER expressly agrees that the execution of this Agreement provides the City with a temporary construction easement across the Property only to the extent necessary to construct said Project, said temporary construction easement to automatically terminate upon acceptance of the Project by the City Council. Prior to the completion of the Project, the City shall be responsible for repairing any damage caused by the temporary construction easement to as close as possible to the original condition.

The OWNER warrants that its real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement, who by execution of this Agreement consent to the subordination of their lien to the special assessment liens herein described. The OWNER further agrees to subordinate the sale of any part of its listed property to the terms of this Agreement, and, upon failure to do so, to pay the full amount of the assessment on demand. Each lienholder designated below, by execution of this Agreement, agrees and consents that his lien or liens shall be subordinated to the lien of the assessments levied pursuant hereto.

Dated this 8 day of October, 2014.

APPROVED AND AGREED:

OWNER:

Charles Wayne Maas
Charles Wayne Maas

CITY:

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

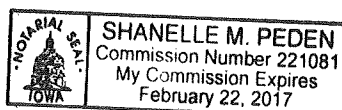
STATE OF IOWA, CEDAR COUNTY, ss:

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, State of Iowa
My Commission Expires:

STATE OF IOWA, Cedar COUNTY, ss:

This instrument was acknowledged before me on this 8th day of October, 2014, by Charles Wayne Maas, a single person.



Shanelle M. Peden
Notary Public for the State of Iowa
My commission expires: _____

EXHIBIT "A"

Commencing at the NW corner of Lot 1, Block 33, West Branch, Cedar County, Iowa, thence East 102 feet; thence South 53 feet 4 inches; thence West 102 feet; thence North 53 feet 4 inches to the point of beginning.

Also an undivided $\frac{3}{4}$ interest in a strip of land used as a private drive and described as commencing 102 feet east of the northwest corner of said Lot 1; thence east 10 feet; thence south 53 feet 4 inches; thence west 10 feet; thence north 53 feet 4 inches to the point of beginning. Also a $\frac{1}{2}$ interest in the party wall now located on the south line on the subject premises and subject to easements and restrictions of record.

Opinion of Cost for Main Street Sidewalk
John Proeller
3/31/2014

No.	Item Code	Description	Unit	Unit Price	Quantity	Extended Price
1	2115-0100000	MODIFIED SUBBASE	CY	\$24.00	0	\$0.00
2	2511-6745900	RMVL OF SIDEWALK	SY	\$5.00	120	\$600.00
3	2511-7526006	SIDEWALK, PCC, 6"	SY	\$30.00	120	\$3,600.00
4	2511-7528100	DETECTABLE WARNING - CURB RAMP	SF	\$45.00	0	\$0.00
5	2512-1725306	CURB+GUTTER, PCC, 3.0'	LF	\$20.00	82	\$1,640.00
6	2213-6745500	RMVL OF CURB	LF	\$5.00	82	\$410.00
7	2201-0505080	7" PCC PAVEMENT	SY	\$35.00	0	\$0.00
8	2414-6444100	STEEL PIPE PEDESTRIAN HAND RAIL	LF	\$50.00	0	\$0.00
8	2526-8285000	CONSTRUCTION SURVEY	LS	\$1,500.00	0.17	\$255.00
9	2533-4980005	MOBILIZATION	LS	\$1,500.00	0.17	\$255.00

TOTAL **\$6,760.00**

Prepared by: Kevin D. Olson, City Attorney, 1400 5th Street, PO Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City of West Branch, PO Box 218, 110 N. Poplar Street, West Branch, Iowa 52358 (319) 643-5888

ASSESSMENT AGREEMENT

THIS AGREEMENT entered into by and between the **City of West Branch**, PO Box 218, 110 N. Poplar Street, West Branch, Iowa, 52358; hereinafter referred to as “CITY”; and **John M. Proeller and Beth E. Erickson**, husband and wife; hereinafter referred to as “OWNER.”

WHEREAS, the OWNER’s property located at 102 W. Main Street in CITY is legally described as shown on Exhibit “A” attached hereto; and

WHEREAS, the improvements, referred to as the “Main Street Sidewalk Improvements Project,” will consist of the reconstruction of sidewalk on Main Street (the “Improvements”); and

WHEREAS, the CITY shall assess the OWNER for a portion of the improvements constructed adjacent to the OWNER’s property; and

WHEREAS, the CITY shall pay for a portion of the Project; and

WHEREAS, the CITY and OWNER both desire to enter into an agreement regarding the construction and financing for said Project.

NOW, THEREFORE, FOR THE PARTIES’ MUTUAL CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

Special Assessment

The OWNER and CITY expressly agree that the OWNER will be assessed its share of the assessable costs, said assessable costs as agreed among the parties is **\$6,760.00**. The OWNER agrees to make payments to the CITY as follows:

- | | |
|--------------------------------|------------|
| a. No later than July 31, 2015 | \$3,380.00 |
| b. No later than July 31, 2016 | \$3,380.00 |

In consideration of the construction of said Improvements, the undersigned OWNER hereby waives the public hearing on the adoption of the Resolution of Necessity and the mailing and publication of notice thereof, and all other legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the construction of said Improvements where the expense of such improvements is to be assessed against private property. The undersigned OWNER hereby expressly waives each and every question of jurisdiction, the intention of the OWNER being to authorize and direct said CITY to construct the Improvements without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa, said provisions being located in Sections 384.37 through 384.79 of the Code of Iowa.

It is further agreed that when said Improvements have been constructed in accordance with the plans and specifications that the CITY may make assessments against the property of the undersigned OWNER for the cost of the construction of said Improvements, and that said assessments so made shall be a lien upon the property hereinafter described, and the undersigned OWNER hereby agrees to pay the amount which is thus assessed against its property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. The undersigned OWNER hereby expressly waives every objection to said assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the undersigned OWNER within the time provided by statute for the payment of special assessments for such Improvements. It is the intention of the CITY if OWNER does not adhere to the Payment Schedule, that the CITY will certify the assessment to the Cedar County Treasurer be payable over a 2-year time period at 9% interest per annum, interest to begin to accrue as of the date of acceptance of the Improvements by the CITY. To the extent the OWNER is entitled to any agricultural deferment under Chapter 384 of the City Code of Iowa, it hereby waives its right to such deferral.

Further, in consideration of the City paying for a portion of the Project, the OWNER expressly agrees that the execution of this Agreement provides the City with a temporary construction easement across the Property only to the extent necessary to construct said Project, said temporary construction easement to automatically terminate upon acceptance of the Project by the City Council. Prior to the completion of the Project, the City shall be responsible for repairing any damage caused by the temporary construction easement to as close as possible to the original condition.

The OWNER warrants that its real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement, who by execution of this Agreement consent to the subordination of their lien to the special assessment liens herein described. The OWNER further agrees to subordinate the sale of any part of its listed property to the terms of this Agreement, and, upon failure to do so, to pay the full amount of the assessment on demand. Each lienholder designated below, by execution of this Agreement, agrees and consents that his lien or liens shall be subordinated to the lien of the assessments levied pursuant hereto.

Dated this 30th day of September, 2014.

APPROVED AND AGREED:


OWNER:

CITY:


John M. Proeller

Mark Worrell, Mayor

ATTEST:


Beth E. Erickson

Matt Muckler, City Administrator/Clerk

STATE OF IOWA, CEDAR COUNTY, 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, State of Iowa
My Commission Expires:

STATE OF IOWA, Cedar COUNTY, ss:

On this 30th day of September, 2014, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared John M. Proeller and Beth E. Erickson, husband and wife, and to me personally known, who, being by me duly sworn, and acknowledged the execution of said instrument to be his voluntary act and deed.



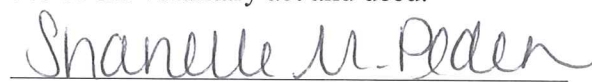

Notary Public for the State of Iowa
My commission expires: _____

EXHIBIT "A"

Lot Twenty-three (23), Block Nine (9), Town of Cameron, now West Branch, Cedar County, Iowa, also known as Lot Twenty-three (23), Block Nine (9) of Townsend and Gues Addition to the Town of West Branch, as recorded in Town Lot Deed Book K, page 41, Records of the Cedar County Recorder.

AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa, a municipal corporation, 110 N. Poplar Street, West Branch, Iowa 52358, hereafter referred to as “City”; and Friends of Historic Downtown West Branch, Inc., an Iowa non-profit corporation, doing business as “Main Street West Branch”, 111 E. Main Street, West Branch, Iowa 52358, hereafter referred to as “Main Street.”

WHEREAS, the City has heretofore deemed it necessary and desirable to perform certain sidewalk and repairs along Main Street (the “Project”); and

WHEREAS, Main Street has agreed to finance construction of the Project in the amount of \$72,640.80, plus any additional change orders as approved by City and Main Street, without interest; and

WHEREAS, the Project affects three different business owners on Main Street (the “Owners”) and the National Park Service; and

WHEREAS, Main Street has agreed to finance the Project and be reimbursed by the City and the Owners; and

WHEREAS it is now necessary for the parties to enter into this agreement to outline the responsibilities of parties.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The City shall enter into an agreement with a Contractor to provide for the construction of sidewalks adjacent to Owners business locations.
2. The City shall pay the Contractor the cost of construction of the Project in the normal course of business for the City.
3. That Main Street shall, within 10 days after submission of an invoice by City, reimburse the City for said construction costs as made pursuant to Paragraph 2 above.
4. That City has entered into three (3) agreements (“Assessment Agreements”) with the Owners which require the Owners to pay 50% of the agreed upon price by July 31, 2015 and 50% of the agreed upon price by July 31, 2016 (the “Payment Dates”) or any extensions agreed to between the parties.

5. That City is responsible to reimburse Main Street for its share of the Project, which is \$51,590.80. Said reimbursement by City shall be made to Main Street as follows:

\$25,795.40 by July 31, 2015

\$25,795.40 by July 31, 2016.

6. That after each Payment Date for the Assessment Agreements, the City shall forward to Main Street within 10 days of July 31, 2015 and July 31, 2016 the receipt of said monies, all payments contemplated under the Assessment Agreements and 50% of the City share of the Project. In the event that any of the Owners fails to pay as contemplated under the Assessment Agreements, the City will certify that payment to the Cedar County Treasurer as collection with ordinary taxes. If the City certifies a payment(s) to the Cedar County Treasurer, City shall reimburse Main Street within 10 days of receiving said payment from the Cedar County Treasurer.

7. That the City shall take any and all necessary steps to recover delinquent Payments from the Owners, however, City does not guarantee full reimbursement from Owners.

Dated this _____ day of _____, 2014.

MAIN STREET:

CITY:

Brad Larson, President

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Adm./Clerk



The City of West Branch has been awarded a grant of \$75,000 from Resource Enhancement and Protection commonly referred to as REAP.

REAP invests in projects that enhance and protect Iowa's natural and cultural resources. 15% of REAP is set aside for grants to cities for projects that help establish natural areas, encourage outdoor recreation and resource management.

The West Branch Community Trails Plan was developed in 2011 by a Trails Committee consisting of the West Branch Parks & Recreation Department, elected officials, residents, Main Street West Branch, the National Park Service, and Mary Hanson, River Trails and Conservation Assistant with the National Park Service. This REAP Grant will allow the City to construct an important segment of the Trails Plan.

The grant money will be used for the West Branch Village Trail. This project includes the construction of 400 feet of 10-foot wide concrete trail and a 100-foot bridge to cross the creek and associated 100-year floodplain near the intersection of the Hoover Nature Trail and N. Downey Street. The trail will link the popular Hoover Nature Trail with the residents of the West Branch Village Mobile Home Community. In addition to the trail crossing, 200 feet of stream bank stabilization will be conducted to address ongoing problems with erosion. The project has an anticipated completion date of September 1, 2015.

In addition to promoting the health and well-being of residents who will have access to the Hoover Nature Trail, this well-placed trail becomes a new option for commuting to school and work. The project will utilize environmentally sustainable designs and local suppliers. This trail will also provide access to the newly constructed West Branch Dog Park located 500 feet north of the project location.

Partners on the West Branch Trail Project include the National Park Service, Main Street West Branch, West Branch Village Mobile Home Community, West Branch Community School District, Hames Communities, LLC, the West Branch Parks & Recreation Commission, and the Cedar County Conservation Board.

In its 25 years, REAP has benefited every county in Iowa by supporting 14,535 projects. REAP has funded these projects with \$264 million in state investments, leveraging two to three times the amount in private, local and federal dollars. Collectively, these projects have improved the quality of life for all Iowans with better soil and water quality; added outdoor recreation opportunities; sustained economic development; enhanced knowledge and understanding of our ecological and environmental assets, and preservation of our cultural and historic treasures.

REAP has invested over \$700,000 in Cedar County and West Branch over the last 25 years. Previous projects funded in part by REAP include the development of Beranek Park and the restoration of the Hoover Birthplace Cottage in the early 1990's.

Local Contact is: Matt Muckler, West Branch City Administrator, (319) 643-5888

