

RESOLUTION 1812

A RESOLUTION APPROVING AN AGREEMENT ALLOWING THE USE OF RIGHT-OF-WAY FOR HAULING

WHEREAS, this agreement entered into by and between the City of West Branch and Cedar's Edge, LLC is designed to disrupt least number of residents and residential area; and

WHEREAS, this agreement is also intended to have low wear and tear on public right of ways / roadways; and

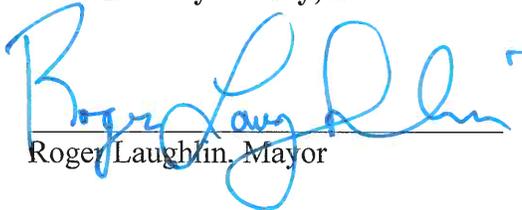
WHEREAS, this agreement is a public / private collaboration that could also be more economical with regard to trucking expense; and

WHEREAS, this agreement spell out the terms for which at the completion of the project, Cedar's Edge, LLC shall perform any repairs or maintenance on the right-of-way to return the right-of-way to the condition it was prior to the commencement of the project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Branch, approves aforementioned agreement with Cedar's Edge LLC., and authorize the Mayor to execute said agreement.

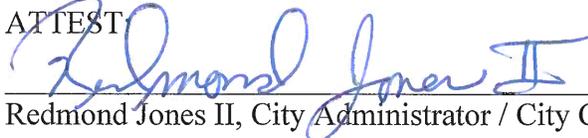
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Passed and approved this 20th day of May, 2019.



Roger Laughlin, Mayor

ATTEST



Redmond Jones II, City Administrator / City Clerk

AGREEMENT FOR USE OF RIGHT-OF-WAY FOR HAULING

THIS AGREEMENT entered into by and between the City of West Branch, Iowa (hereafter the “City”); and Cedar’s Edge, LLC (hereafter the “Developer”).

WHEREAS, the Developer has requested the City approve the hauling of soil with large trucks across the Greenview Drive right-of-way as shown on Exhibit “A” attached hereto (the “Project”); and

THEREFORE, the City Council has agreed to allow the Project to be completed as requested, subject to the terms and conditions below.

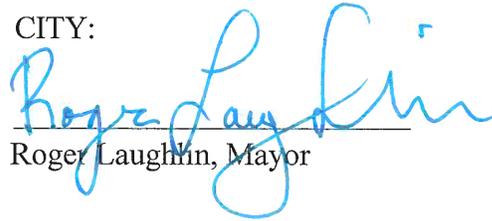
1. The Developer is granted permission to perform the Project as shown on Exhibit “A.”
2. Prior to commencing the Project, the Developer shall perform the following acts:
 - a. Place a stop sign at the entrance to the right-of-way to assure that trucks will stop before entering the right-of-way.
 - b. The Developer shall place appropriate warning signs and devices, as directed by the City and City Engineer and maintain the same during the term of the Project.
 - c. The Developer shall on a daily basis, remove any dirt and debris left on the right-of-way by the Project.
 - d. Submit a certificate of insurance to the City naming the City as an additional insured on the Developer’s general liability policy in an amount of not less than \$1 million.
3. The Developer shall indemnify, defend and hold the City harmless from any and all claims that are filed against the City as a result of this Project.
4. At the completion of the Project, the Developer shall perform any repairs or maintenance on the right-of-way to return the right-of-way (public road way) to the condition it was prior to the commencement of the Project.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2019.

DEVELOPER:

By: _____
Jerry Sexton, Manager

CITY:



Roger Laughlin, Mayor

ATTEST:

Redmond Jones II, City Adm./Clerk