



West Branch City Council  
 City Administrator's Report  
 10/19/20

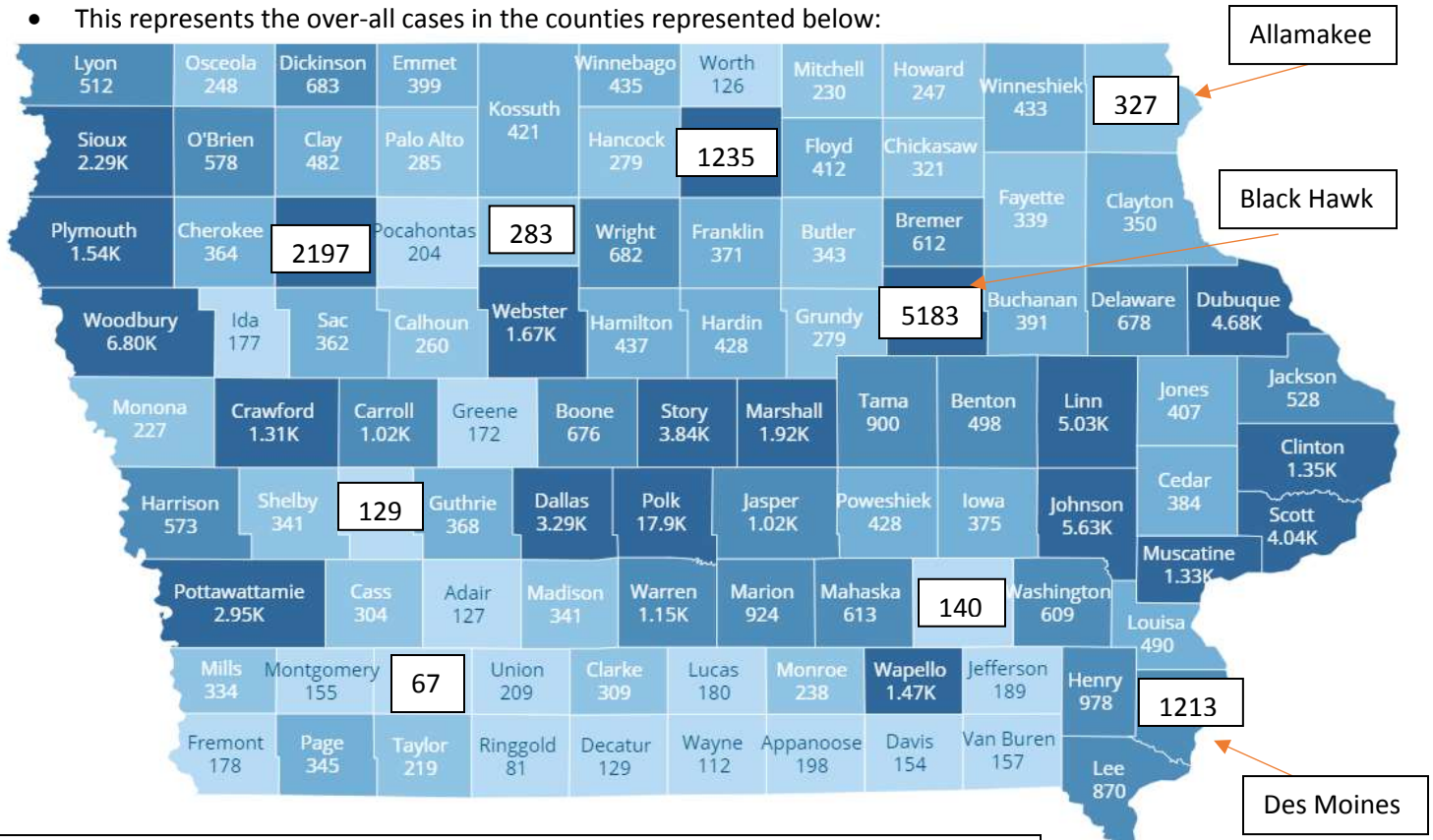
**Pending Action Items:**

*(Wastewater Topic)*

The City of West Branch has adopted an incremental step rate increase system that begun in February it is expected to raise \$120,000 by February 2021. The city will apply for apply for a zero (0%) interest Planning and Design Loan January 3<sup>rd</sup> 2021 for 100% of the planning and design expenses. Once the project is constructed the planning and design loan will be wrapped into one State Revolving Fund (SRF) construction loan. Following our incremental rate increase plan, we expect a \$2.00 rate increase in February 2021. This will add another \$240,000 to the \$120,000 raised the previous year. The third year of the plan will raise \$360,000 that will be added to the \$360,000 raised from the previous 2 years for an estimated total \$720,000 raised by our incremental rate plan. As discussed in the engineering service proposal we expect to pay approximately \$965,000 just for planning and design. This cost is anticipated to be wrapped in the \$7.2 million SRF loan that the city has been approved for. We will have the ability to buy down our loan about with the funds raised our incremental rate plan. However, SRF will determine what our sewer rate will need to be to repay the over-all SRF loan.

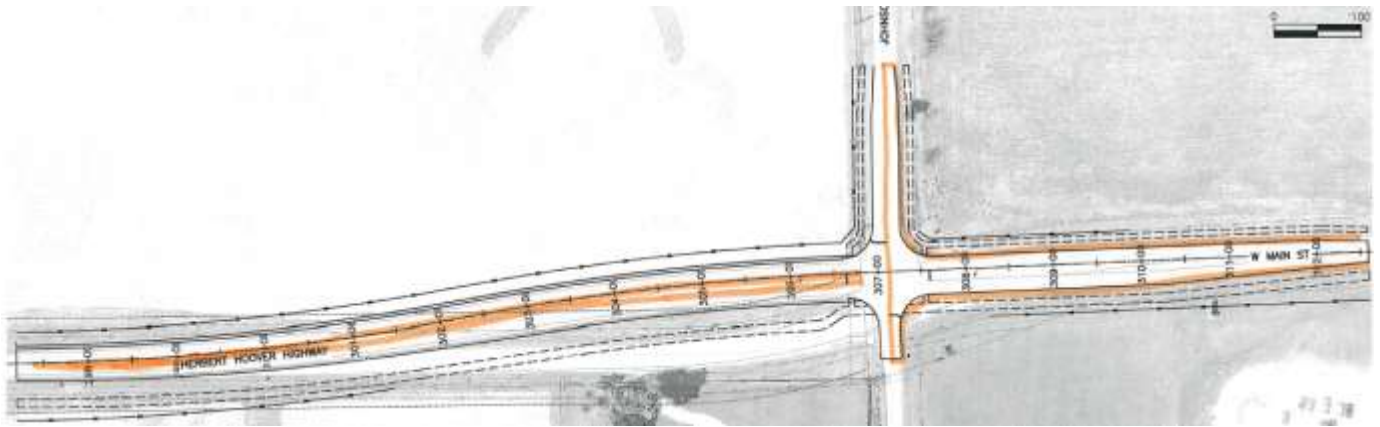
**Report from the Desk of the City Administrator:**

- This represents the over-all cases in the counties represented below:



As of 6:45pm Today. This Illustration Represents Total Cases (current and recovered)

Option 1



Ex5

- Realigned intersection with left turn lanes. Estimated City cost share = \$295,000

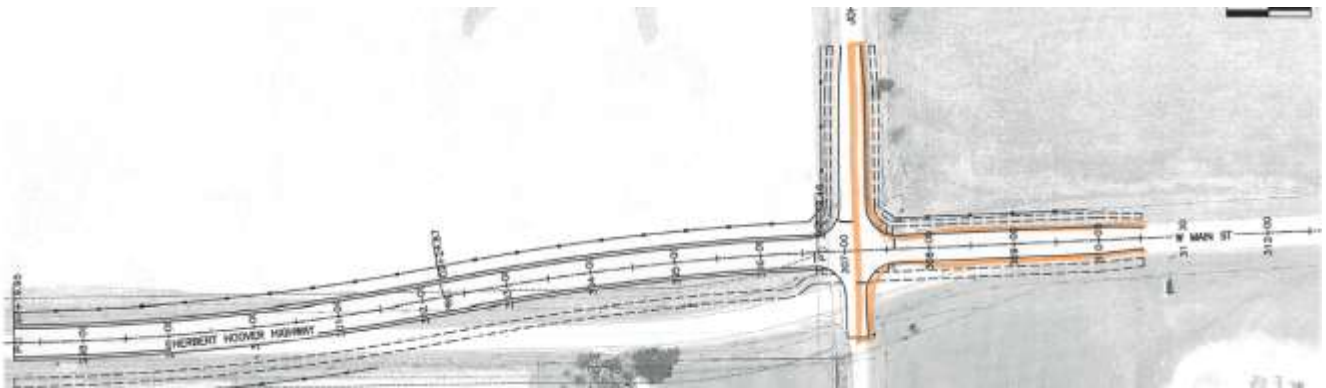
Option 2



Ex6

- Exhibit 6, roundabout #1. Estimated City cost share = \$310,000

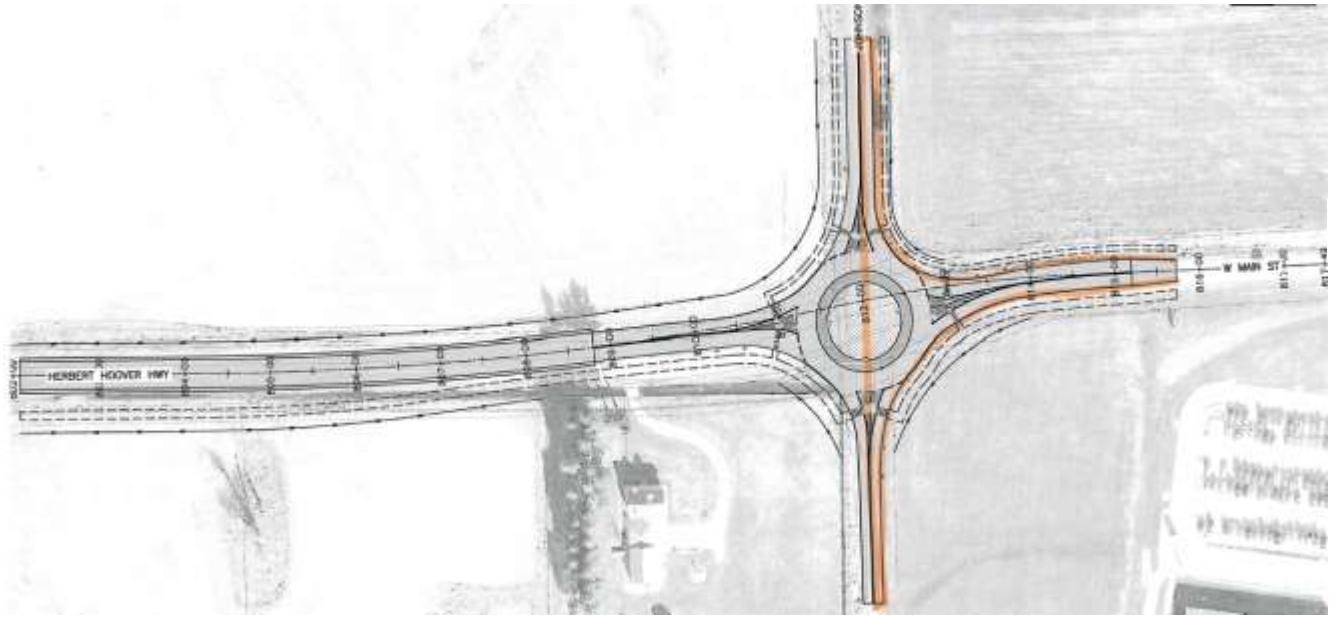
Option 3



Ex7

- Exhibit 7, realigned intersection. Estimated City cost share = \$145,000

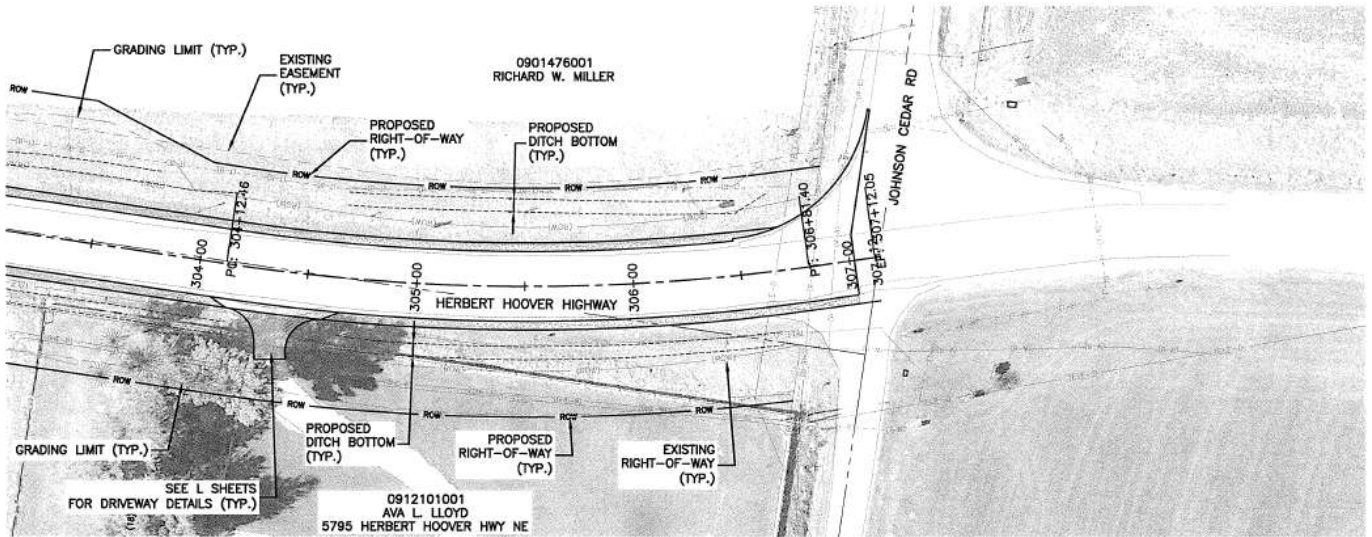
Option 4



Ex8

- Roundabout #2 (slightly different approach alignments). Estimated City cost share = \$310,000

Option 5



D19

This is the simplest and lowest cost option D.19) of the options. This keeps the alignment similar to what exists today but the Johnson County would be able to change the profile to improve the sight distance. The county would not request any cost share contribution from the City of West Branch with this option. Johnson County believes it would be a better improvement to realign the intersection now since the county is investing money into reconstructing the road to west, therefore this option is not a preferred option for Johnson County.

**Follow up / Reminder Items:**

- Regarding the Greenview Connection – We are working to schedule the relocation of electric and gas utilities, which are to be moved at the utility company’s expense. However, there is one claim that it should be at the city’s expense. Apparently, if the utilities are within an easement Alliant Energy argues the relocation should be at the expense of the city. However, if it is decided that the utilities are within public Right-of-way then it will be the responsibility of the utility company to cover the expense of

relocation. Currently, V&K and Alliant is researching this issue. With regard to the public utilities that need to be relocated city staff is working with V&K to get the relocation issues resolved.

- We had several deadlines to make sure that we can go after covid-19, CARES Act Funds, Governor's Relief, and derecho. At this time we have been able to respond to all the requirements.
- I have completed over the past several weeks, I have started the evaluation process of the management team. We started with 360 peer evaluations and required reading of the book, entitled, "Who Moved My Cheese". A book that coaches agility and flexibility when accepting the realities of change. And inspires innovation through continual improvement and staying in tune the condition of one's environment. The final stage of the evaluation process was a one on one sit down with me, to discuss the book, recent successes, and areas for continual improvements.
- The City met with the Gaskill family September 29<sup>th</sup>. Serving on the City's behalf was in attendance via zoom was Jerry Sexton, Tom Dean, Dave Schechinger, Roger Laughlin, and Redmond Jones. On the behalf of the Gaskill family was Tammy Gaskill, Kim Gaskill, and Amy Gaskill. The Gaskill family has agreed to work with the city through a MOU process to try to reach an agreement. The statement of property rights is being handled by the City Attorney. Please see Gaskill / City Meeting Notes, and the MOU draft below. If you have any questions give me a call.



**(Minutes)**

Meeting between the City of West Branch  
and the Gaskill Family

*(The following is a synopsis of the minutes of a Zoom Meeting between representatives City of West Branch and representatives of the Gaskill Family / Property owner. A video recording is available for inspection by request only.)*

West Branch, Iowa  
Council Chambers

City  
Zoom Meeting

September 29, 2020  
6:00 p.m.

Mayor Roger Laughlin opened the meeting to order at 6:00 p.m. In attendance: Jerry Sexton, Tom Dean, Dave Schechinger, Redmond Jones, Tammy Gaskill, Kim Gaskill, and Amy Gaskill.

### **INTRODUCTIONS**

Opening comments were made by Roger Laughlin. Roger introduced the background of the issue related to the watershed issue and the impact of the USGS study, and the impact of this proposed project on the Downtown Business Community and Public First Responders (Fire Department).

### **SYNOPSIS OF GENERAL DISCUSSION**

Gaskill: representative asked how many times the Fire Station has been flooded.

Laughlin: responded that flooding events hinder the ability of fire department in response time and often is a source of equipment damage. Sometimes very expensive equipment.

Dean: Also explained that businesses are being effected as well. Gaskill noted that some businesses have moved from that flood prone areas.

Schechinger: gave a short presentation of the creek modeling data for the 5 year, 10 year, 25 year and 100 year flood events. He also talked about the Natural Resources Conservation Service (NRCS) grant application the city is currently pursuing. Gaskill: questioned if the project being proposed (the creek widening) would need the easement if the grant was unsuccessful? Laughlin: explained that the city is ready to move forward with or without the grant funding. If fact, the grant funding could be used on upstream portions of the project.

Gaskill: continued to question the maximum benefit wanted (by the city) if the project would stall due to the lack of the grant being awarded. Gaskill, expressed concern that the project would come to close to their Bill Board Signs.

Jones: shared the intention of the City Council to move this project forward, and that the plan is to just use the easement for construction and protect the work that is done. The land would still be the land of the Gaskill owner(s).

Schechinger: addressed issues of flowage of high water over the property and the need to prevent certain uses (i.e. farming) on the portions of land that is involved in this project. In these situation the property owners would likely benefit from Conservation Reserve Program (CRP). The CRP is a land conservation program administered by FSA. In exchange for a yearly rental payment, farmers enrolled in the program agree to remove environmentally sensitive land from agricultural production and plant species that will improve environmental health and quality. This program would be helpful for both the city and the property owners, because the city

would like a way to keep the grading that allows for maximum downtown flooding defense; and also allows the property owner to generate revenues for the property owner(s) as well.

Jones: asked if there were any revenue estimates / comparisons regarding tillable or farmable land vs CRP land use. Gaskill: questioned Jones as to his thought in this regard. Jones: responded that if there were concerns that the CRP approach may not bring in comparable farm revenues then there should be some discussions to help make the Gaskill whole. However it wasn't certain if the portions of land in question were being farmed in total or in part.

Gaskill questioned if the city had considered or would consider the purchase of other adjacent properties to improve the creek widening project? Laughlin explained that the city is open to ideas, but the cost of acquiring property would like make it impossible for to pursue at this time. Jones: gave a breakdown of the city's current financing strategy, which upheld the Mayor's view that it would not be viable at this time.

Gaskill: questioned if the project would have an impact on the Bill Boards. The questions of berms could be used to support the business (local Bill Board business). Sexton: didn't believe that the city could do any project that would have an adverse effect on a neighboring property owner(s). Schechinger: agreed with that... he continued to explain that the volume of water will be the same the signs should see about what they see now approximately 7ft. Again, he stated that the project will not create more water.

Gaskill: inquired as to the next steps? Gaskill inquired to a greater description of the land that is to be effected by this project (the actual physical size of the portion of property in question) – how far from the bridge. It was agreed that a little more design work is in order to give clarification to the property owner(s) before they could come to an agreement. This could potentially be approved by City Council at their October 19<sup>th</sup> meeting. In the meantime Jones is to work with the Gaskill to develop an MOU that is intended outline a potential agreement.

#### **THE MEETING WAS PREPARING FOR ADJURNMENT**

Schechinger: raised one last point, the question "what should be done about the Old Bridge?" this has been a sticking point in the past and he wanted to make it clear that the old bridge would be taken out in the project as it currently being proposed. Gaskill: wanted to make sure that there was access to the property. Sexton: gave an example route which could be used should that portion of property needed to access.

**AT THIS TIME I LOST MY ZOOM TRANSMISSION @ 7:05 PM**



Gaskill Family  
"Parcel 0490-13-08-130-004-0"

October 14, 2020

Katharine K Gaskill  
11 Arbury Drive  
Iowa City, Iowa 52246

**Topic:** **Memorandum of Understanding (MOU)** Regarding Temporary / Construction Easement and a Permanent Conservation Easement which will limit land use for the portions of land related to a flood mitigation municipal project in West Branch.

**Attn:** To the Property Owner(s) and Family stakeholders on behalf of the Property Owner(s) interest; for the purposes of establishing an initial conceptual agreement structure that will be used as an outline for a future negotiation of an access easement agreement subject to City Council Approval and Katharine K Gaskill or her duly recognized representative continued support.

**Whereas,** the real property identified as parcel number: 0490-13-08-130-004-0 is owned by Katharine K. Gaskill is needed to be accessed for the purpose of constructing a municipal flood mitigation project, and upon completion will result in certain grade changes that will limit uses for portions of the property; and

**Whereas,** the City of West Branch has as one of its City Goals "Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods..." and a project that will relieve the severity of future flash flood events in and about downtown West Branch residents and businesses would address the aforementioned city goal. This MOU prescribes the following terms:

**Terms of the "Property Owner"**

1. The Property Owner will agree to allow access and site control during the construction of the municipal flood mitigation project
2. The Property Owner will negotiate in good faith with the City to a permanent conservation easement for the portions of land involved in the project. This will only effect the land that requires to be maintained to ensure the effectiveness of the municipal flood mitigation project.

**Terms of the City of West Branch**

1. The City of West Branch agrees that the Project will have a zero effect / impact on the amount of water that impacts the property currently including the signage and other personal property of the Owner located on the property.
2. The City of West Branch agrees to pay for all the design, construction, and any other improvements related to the flood mitigation project.
3. The City of West Branch agrees to be responsible for the management of the construction of the project and will agree to keep the owner apprised of any related construction schedules or project timelines.

Again, this agreement is not intended to explore every detail of a potential easement agreement. Instead it is intended to be the starting point of an on-going negotiation, which will consider any additional items of concern posed by either the property owner or the city. It should also be noted: this agreement is not binding and is open interpretation. The Signature lines of this agreement only signify a good faith effort in an attempt to negotiate the aforementioned terms basis of an easement agreement. It is understood that the City Council is the only body who can approve such an agreement on behalf of the City of West Branch. Therefore, the City Council will need to review and approve any negotiated easement agreement.

Sincerely,

Accepted;

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Redmond Jones II  
City Administrator  
City of West Branch

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Katharine K Gaskill  
Property Owner

Date: \_\_\_\_\_

Preliminary DRAFT