

**RESOLUTION 2022-78**

**RESOLUTION APPROVING A TEMPORARY USE AGREEMENT WITH BEDROCK, LLC FOR A TEMPORARY BRUSH PILE LOCATION.**

WHEREAS, because of the Wastewater Treatment Plant improvements, the current location of the City's brush pile is closed; and

WHEREAS, the City Administration has negotiated a temporary location for the brush pile on property owned by Bedrock, LLC at 1001 S. Downey Street (the "Property"); and

WHEREAS, to that end, the City Attorney has drafted a Temporary Use Agreement which to locate the city's brush pile at the Property on a temporary basis; and


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

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the City Council of the City of West Branch that the aforementioned Temporary Use Agreement is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute the agreement on behalf of the City.

Passed and approved this 6th day of September, 2022.

  
\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

  
\_\_\_\_\_  
Leslie Brick, City Clerk

## TEMPORARY USE AGREEMENT

THIS TEMPORARY USE AGREEMENT is entered into by and between the City of West Branch, Iowa (hereinafter referred to as “City”) and Bedrock, LLC (hereinafter referred to as “Owner”).

WHEREAS, Owner is the owner of real property legally described as Lot 1, Procter & Gamble Second Addition to West Branch, Iowa and generally referred to as 1001 S. Downey Street, West Branch, Iowa (the “Property”); and

WHEREAS, the City is in the process of upgrading its sanitary sewer treatment facility and in doing so had to temporarily remove its brush pile from that area; and

WHEREAS, the City has contacted Owner about the temporary relocation of the City’s brush pile to the Property; and

WHEREAS, Owner has agreed to the temporary relocation of the City’s brush pile to the Property subject to the terms and conditions below.

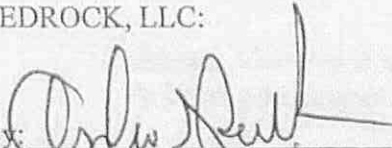
NOW, THEREFORE, for the party’s mutual consideration, the sufficiency of such is hereby acknowledged, the parties agree as follows:

1. Access. The Owner hereby grants the City access to the Property for the relocation of its brush pile, subject to the following conditions:
  - a. The City, at its sole cost and expense, shall install a temporary drive to the Property by installing a culvert, along with a gate and fence at a location agreeable to the Owner. City shall be responsible for ensuring that access to the temporary drive is locked at all times when not in use by the City.
  - b. The temporary drive location shall be delineated by posts and rope.
  - c. Only City employees and agents shall have access to the Property, the general public is not allowed to access the Property.
  - d. City shall keep the trees/brush and yard waste separated on the Property.
  - e. City shall, at its sole cost and expense, engage the services of a contractor to grind the trees/brush on the Property.
  - f. All waste shall remain on the Property after the termination of this Agreement.
  - g. That Owner shall provide grinding services at the fee of \$600 per hour.

2. Indemnification. The City shall indemnify and hold harmless the Owner, its employees and agents, from any and all liability for loss, cost, damage and expenses (including reasonable attorneys' fees and costs) resulting or incurred by the negligent acts or omissions of the City by virtue of use of the Property by the City.
3. Insurance. The City shall provide a certificate of insurance naming the Owner as an additional insurance on its general liability, auto liability and umbrella policies. In addition, the City provides a waiver of subrogation on its general liability and auto liability policies. Said certificate shall provide at least 30 days' notice of cancellation to the Owner.
4. Term of Agreement. This Agreement shall be in full force and effect upon execution of this Agreement by the parties and shall terminate on the later of November 30, 2023, or at the time that the City's Wastewater Treatment Plant project is accepted by the City.

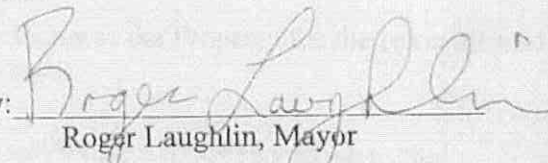
Dated this 11 day of Sept, 2022.

BEDROCK, LLC:

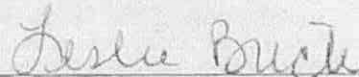
By:   
Andrew J. Bockenstall  
Print name and title

Cell #  
319-331-1558

CITY:

By:   
Roger Laughlin, Mayor

ATTEST:

By:   
Leslie Brick, City Clerk

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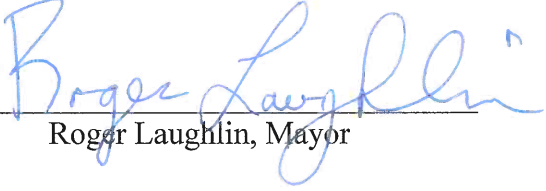
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BEDROCK, LLC:

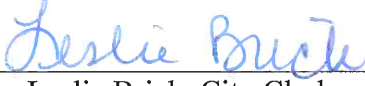
By: \_\_\_\_\_

\_\_\_\_\_  
Print name and title

CITY:

By:   
Roger Laughlin, Mayor

ATTEST:

By:   
Leslie Brick, City Clerk