

# City of West Branch

~A Heritage for Success~

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

## **CITY COUNCIL WORK SESSION**

**Monday, August 3, 2015 • 6:00 p.m.**

**Heritage Square, Intersection of Main Street and S. Downey Street**

1. Call to order
2. Roll call
3. Peggy Jeffries, West Branch Preservation Commission Member - Heritage Square Design
4. Lou Picek, West Branch Preservation Commission Chair - Heritage Square Design
5. Adjournment

## **CITY COUNCIL MEETING AGENDA**

**Monday, August 3, 2015 • 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 July 20, 2015 City Council Joint Work Session with the West Branch Community School District Board of Directors.
  - b. Approve minutes from the July 20, 2015 City Council Meeting.
  - c. Approve claims.
  - d. Resolution 1371, approving a rope demonstration agreement in the amount of \$200.00 for the Hoover's Hometown Days Celebration on August 8, 2015.
  - e. Resolution 1372, approving an agreement with Great River Brooms in the amount of \$203.57 for the Hoover's Hometown Days Celebration on August 8, 2015.
  - f. Resolution 1373, approving an amended special event lease agreement with M&M Golf Cars, LLC of Bettendorf, IA in the amount of \$627.00 for use during the Hoover's Hometown Days Celebration from August 7-8, 2015.
  - g. Resolution 1380, approving the payment for installation of a new banner on Main Street for the 2015 Hoover's Hometown Days Celebration in the amount of \$1,329.89.
  - h. Approve amended Class C liquor license for Herb n' Lou's Ltd. DBA: Herb N Lou's to allow outdoor service privilege on August 8, 2015 for Hoover's Hometown Days.
  - i. Approve Class C Liquor license with Outdoor Service and Sunday Sales permit for Casa Tequila Foods 3, Inc. DBA Casa Tequila Authentic Mexican Grill.
  - j. Approve Class C Liquor License with Outdoor Service and Sunday Sales for Thirsty on 30 Inc. DBA Thirsty on 80.
6. Communications/Open Forum

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

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**CITY COUNCIL MEETING AGENDA**  
**Monday, August 3, 2015 • 7:00 p.m. (continued)**  
**City Council Chambers, 110 North Poplar Street**  
*Action may be taken on any agenda item.*

7. Public Hearing/Non-Consent Agenda
  - a. Third Reading of Ordinance 731, amending the Code of Ordinances of the City of West Branch by transferring the responsibilities of the Zoning Board of Adjustment into a New Chapter of Said Code of Ordinances./Move to action.
  - b. Third Reading of Ordinance 733, adopting the existing City Code of the City of West Branch, Iowa as the Code of Ordinances of the City of West Branch, Iowa, 2015./Move to action.
  - c. Resolution 1334, approving those certain agreements in connection with the Public Improvements for S. Downey Street & Tidewater Drive./Move to action.
  - d. Resolution 1362, approving the intent to appoint Roger Laughlin as Mayor until regular city elections./Move to action.
  - e. Accept the resignation of Roger Laughlin from the West Branch Planning and Zoning Commission./Move to action.
  - f. Councilperson Mary Beth Stevenson - Appointments/Move to action.
    - i. Elizabeth Seiberling – Planning & Zoning Commission, Dec. 31, 2018.
  - g. Resolution 1374, approving an amended Memorandum of Understanding between the West Branch Community School District and the City of West Branch, Iowa regarding the Summer League Ball Program./Move to action.
  - h. Resolution 1375, setting a nuisance hearing for Robert W. Lucassen for 207 E. Green Street for 7:00 p.m. on August 17, 2015.
  - i. Resolution 1376, approving the appointment of a selection committee for the consultant selection process for a City Highway Bridge Program Project with the Iowa Department of Transportation./Move to action.
  - j. Resolution 1377, providing for the issuance of \$855,000 General Obligation Corporate Purpose Bonds, Series 2015 and providing for the levy of taxes to pay the same./Move to action.
  - k. Resolution 1379, approving partial payment estimate number two (final) in the amount of the retainage (\$10,157.01) to All American Concrete, Inc. of West Liberty, IA and accepting the West Branch, Iowa Main Street Sidewalk – Phase 2 Project as substantially completed./Move to action.
8. City Staff Reports
  - a. City Administrator Matt Muckler – FY15 Outstanding Obligations Report
  - b. Police Chief Mike Horihan – Police Body-Worn Camera Policies
  - c. Public Works Director Matt Goodale – College Street Bridge Repair Update
9. Comments from Mayor and Council Members
10. Adjournment

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**Mayor:** vacant • **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

CITY OF WEST BRANCH  
COUNCIL WORK SESSION REPORT

MEETING DATE: August 3, 2015 AGENDA ITEMS: 3 & 4

DATE PREPARED: July 26, 2015

STAFF LIAISON: Matt Muckler, City Administrator

**TITLES:**

Peggy Jeffries, West Branch Preservation Commission Member – Heritage Square Design  
Lou Picek, West Branch Preservation Commission Chair – Heritage Square Design

**RECOMMENDATIONS:**

The City Council should consider the two options that will be proposed at this work session: 1) a paver option proposed by Peggy Jeffries, or 2) a grass option proposed by Lou Picek. The Preservation Commission is at a standstill on the project and needs direction to be provided by the City Council on which option should be pursued.

**PROJECT DESCRIPTION:**

The West Branch Preservation Commission has spent the last twenty-seven months discussing the beautification and renovation of the Heritage Square Area. This topic was discussed at the following West Branch Preservation Commission Meetings: 1) April 18, 2013, 2) May 23, 2013, 3) June 25, 2013, 4) April 17, 2014, 5) May 15, 2014, 6) June 18, 2014, 7) August 21, 2014, 8) November 18, 2014, 9) December 9, 2014, 10) January 29, 2015, and 11) March 31, 2015. Despite numerous meetings and input from several sources, a consensus plan has not emerged. Instead, two main design concepts have emerged. The first concept would be to install pavers in the Heritage Square area. The second concept would be to retain grass in the Heritage Square area. Attached to this Council Work Session Report are various design concepts that have been proposed over the last twenty-seven months.

**ATTACHMENTS:**

Revitalizing Downtown West Branch by Southgate Companies (18 pages)  
Main Street Iowa Wetherell Street Corridor Proposed Site Plan and Site Improvements (5 pages)  
Sketch by Chair Lou Picek (1 page)  
Heritage Square Park Sketch and Landscape Plan by Iowa City Landscaping (3 pages)  
Updated Sketch by Chair Lou Picek (1 page)  
Iowa City Landscape Proposal (2 pages)

# Revitalizing Downtown West Branch



**Southgate Companies**  
Iowa City, Iowa



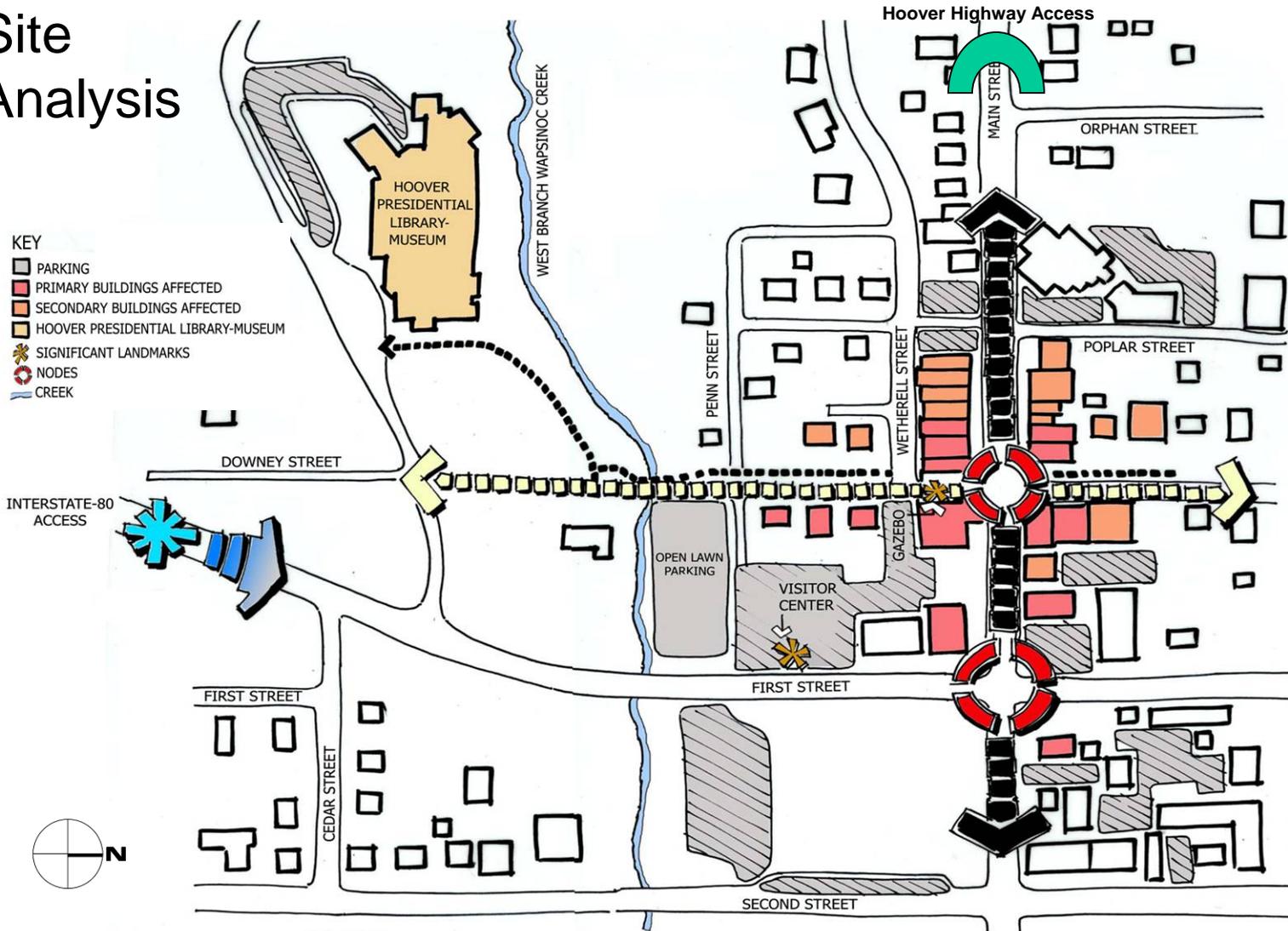
**Rohrbach Carlson PC**  
Iowa City, Iowa

**brian clark and associates**  
Des Moines, Iowa

# Site Analysis

## KEY

-  PARKING
-  PRIMARY BUILDINGS AFFECTED
-  SECONDARY BUILDINGS AFFECTED
-  HOOVER PRESIDENTIAL LIBRARY-MUSEUM
-  SIGNIFICANT LANDMARKS
-  NODES
-  CREEK



brian clark and associates

**“Keeping the Community in the Community”**  
**Downtown Revitalization**  
**West Branch, Iowa**



SouthGate

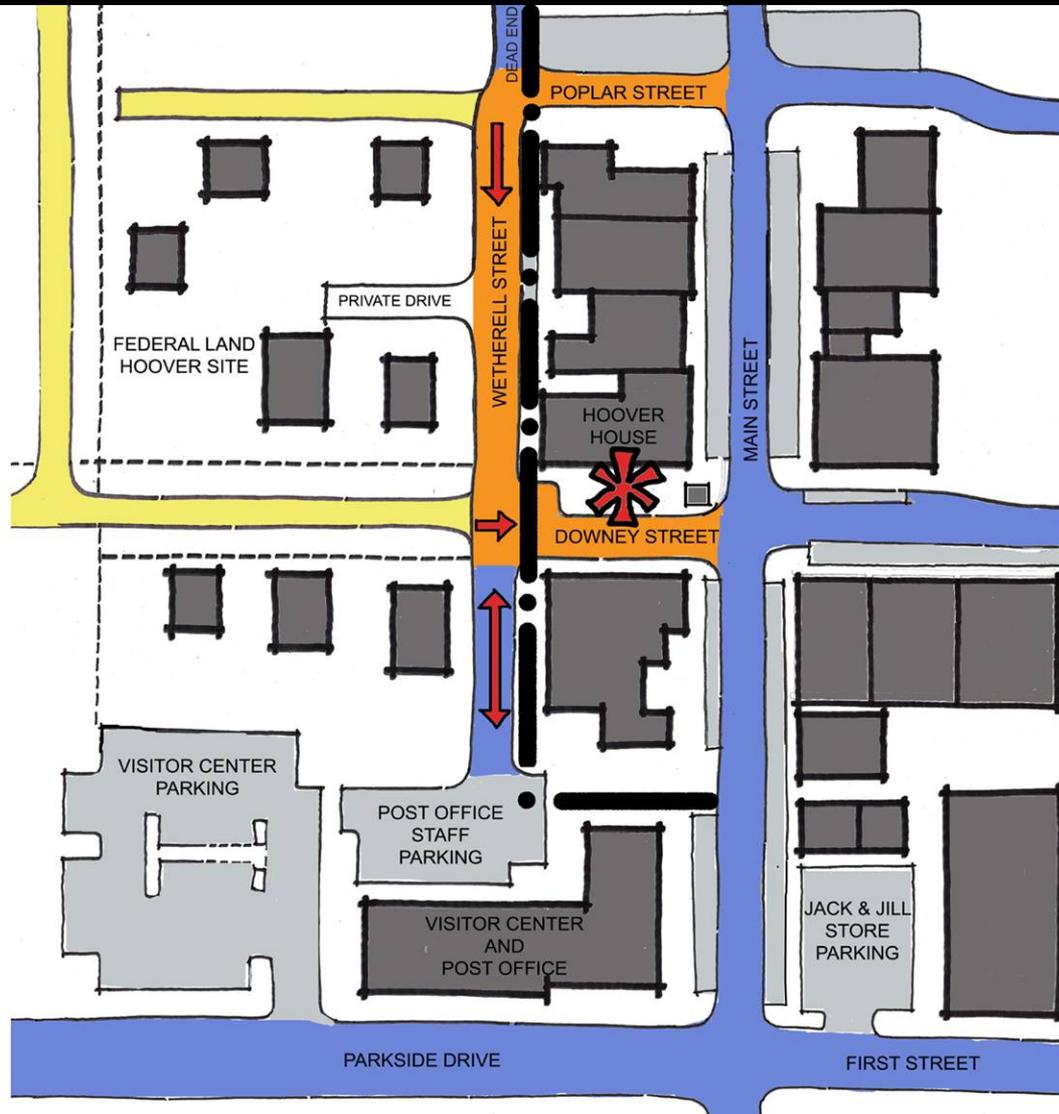
# The Big Idea starts at “The Heart of the City”



# Street/Traffic Analysis

## KEY

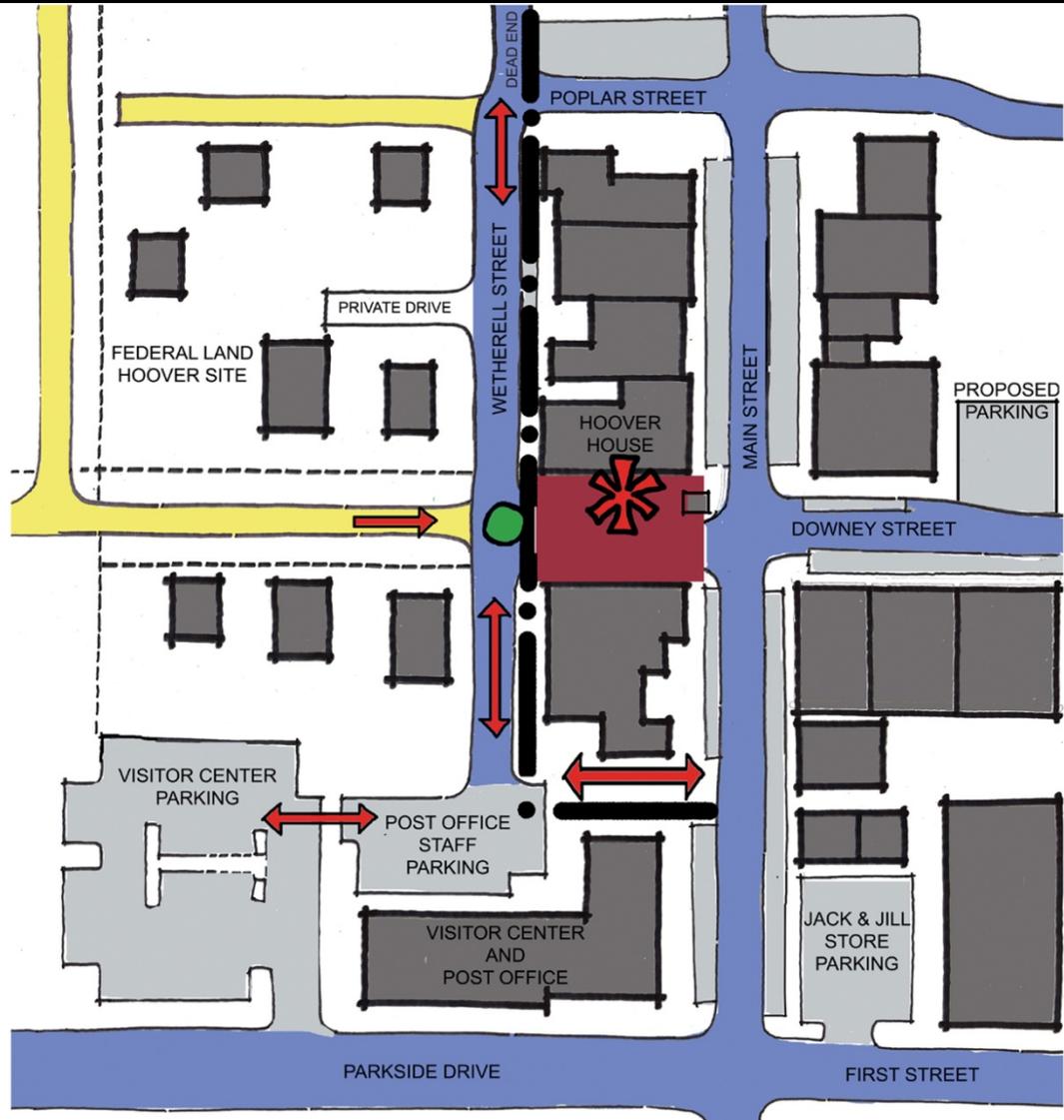
-  ONE WAY STREET
-  TWO WAY STREET
-  GRAVEL TRAIL
-  SIDEWALK/BOARDWALK
-  PARKING
-  FEDERAL BOUNDARY



# Street/Traffic Analysis

## KEY

-  ONE WAY STREET
-  TWO WAY STREET
-  GRAVEL TRAIL
-  SIDEWALK/BOARDWALK
-  PARKING
-  PROPOSED ROUND-A-BOUT
-  PLAZA AREA
-  FEDERAL BOUNDARY



# Site Option "A"



# Site Option "B"





# Site Option "D"



# Community – Vitality – Historic Richness



brian clark and associates

**“Keeping the Community in the Community”**  
Downtown Revitalization  
West Branch, Iowa



# Community – Vitality – Historic Richness

## Historically Correct Renovations



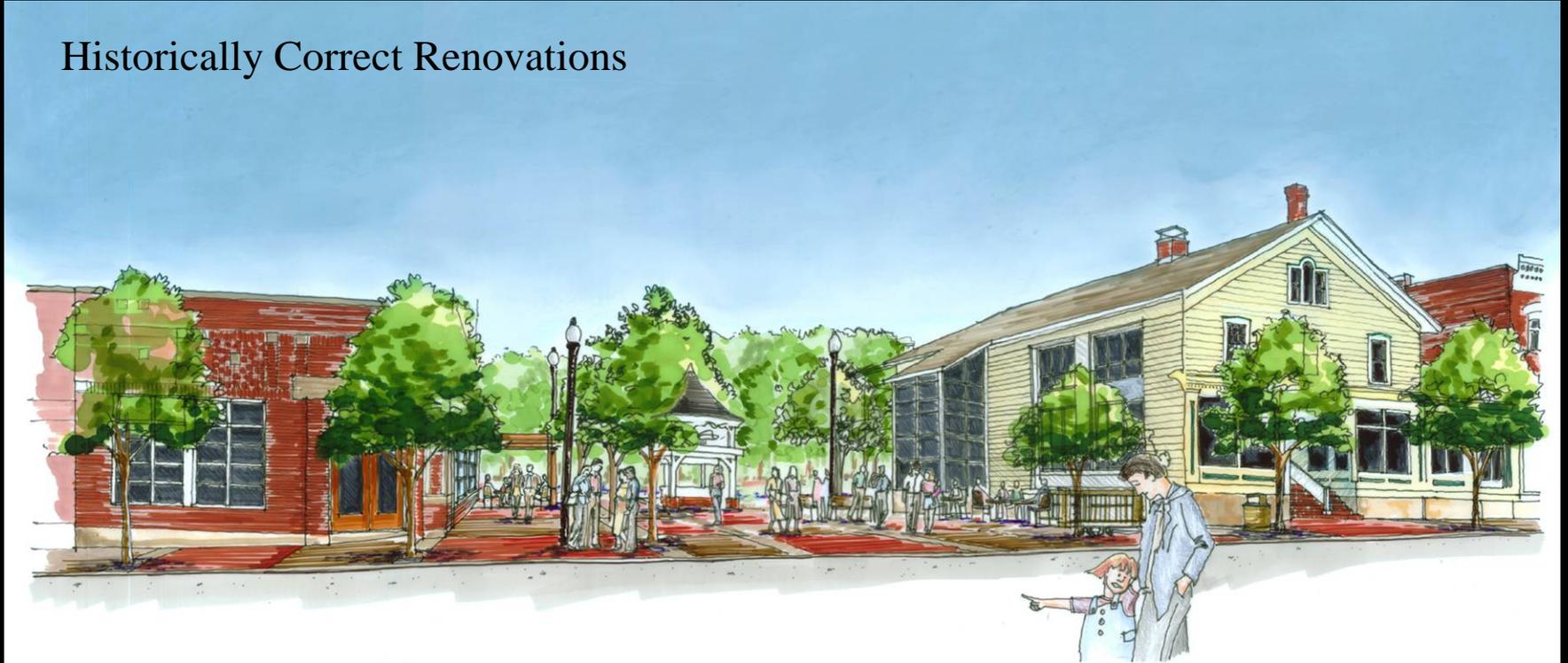
brian clark and associates

**“Keeping the Community in the Community”**  
Downtown Revitalization  
West Branch, Iowa



# Community – Vitality – Historic Richness

## Historically Correct Renovations



brian clark and associates

**“Keeping the Community in the Community”**  
Downtown Revitalization  
West Branch, Iowa



# *Community – Vitality – Historic Richness*



brian clark and associates

**“Keeping the Community in the Community”**  
Downtown Revitalization  
West Branch, Iowa



SouthGate

# Community – Vitality – Historic Richness

## Historically Correct Renovations



# *Community – Vitality – Historic Richness*



brian clark and associates

**“Keeping the Community in the Community”**  
Downtown Revitalization  
West Branch, Iowa

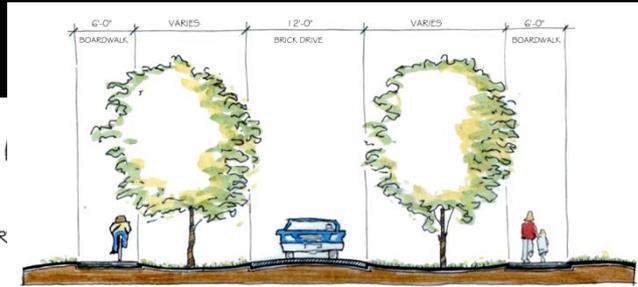


# Community – Vitality – Historic Richness

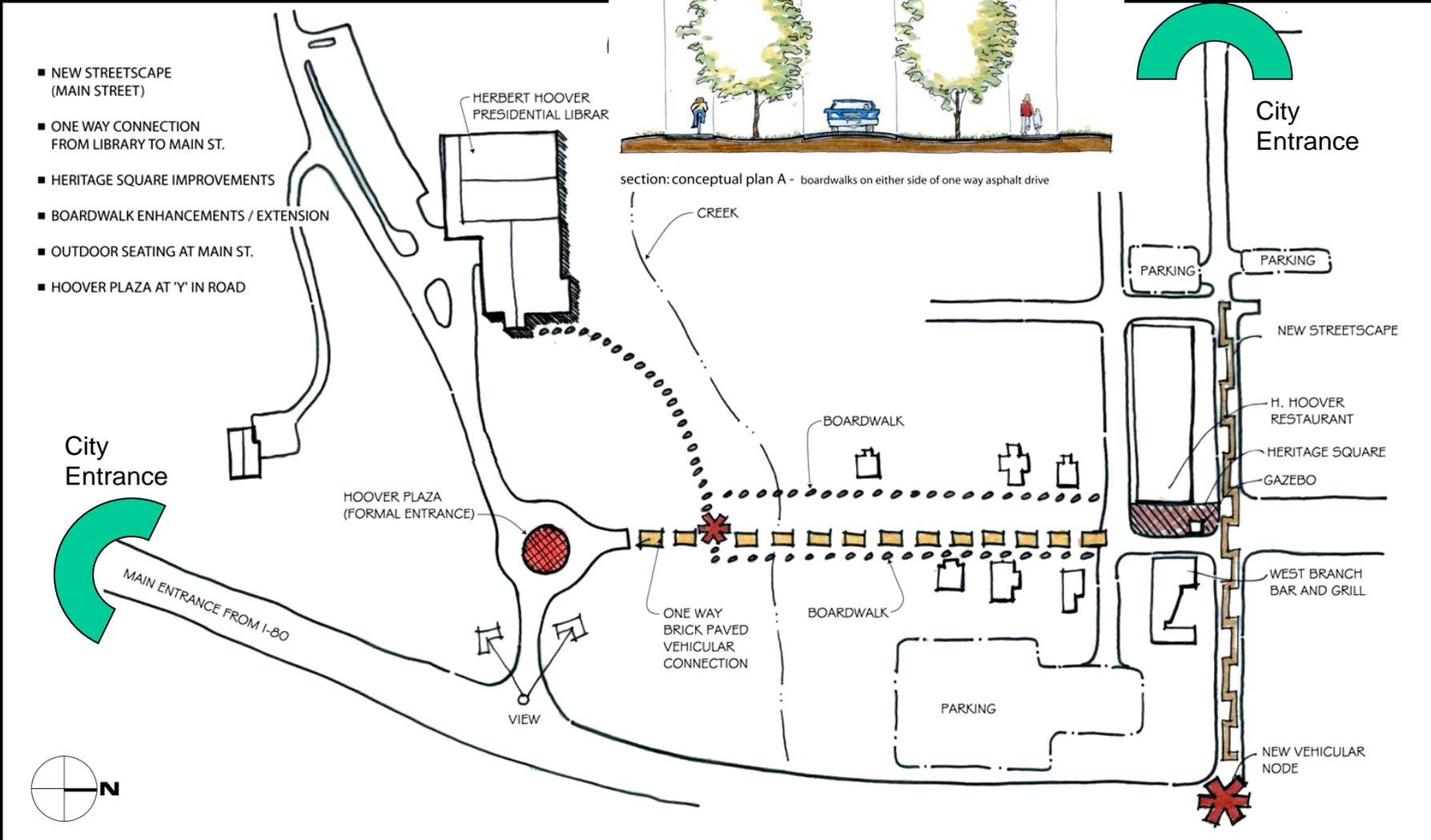
## Historically Correct Renovations



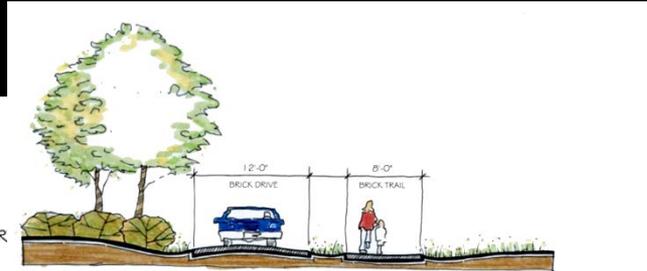
# Library Site Connection



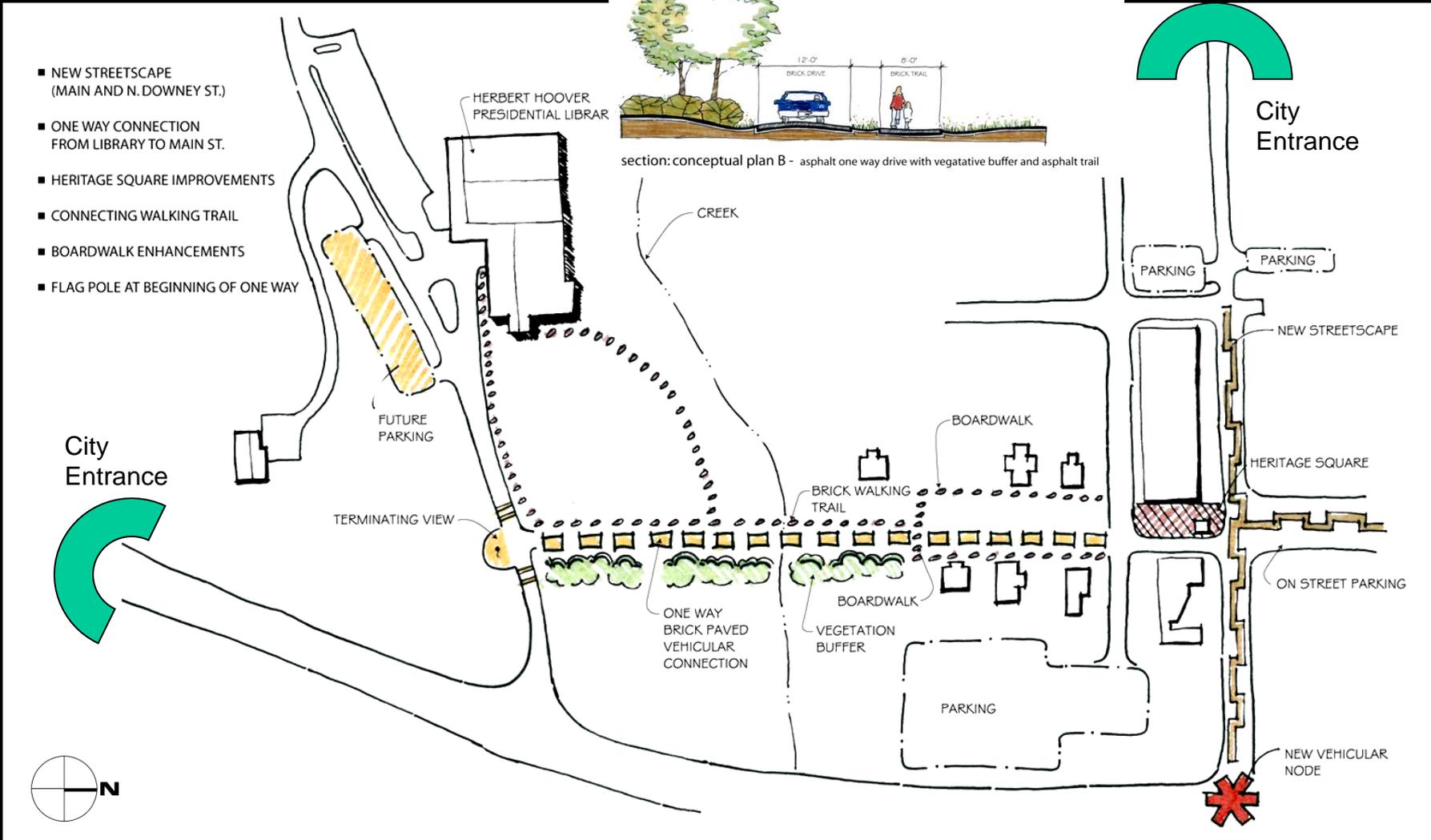
- NEW STREETSCAPE (MAIN STREET)
- ONE WAY CONNECTION FROM LIBRARY TO MAIN ST.
- HERITAGE SQUARE IMPROVEMENTS
- BOARDWALK ENHANCEMENTS / EXTENSION
- OUTDOOR SEATING AT MAIN ST.
- HOOVER PLAZA AT "Y" IN ROAD



# Library Site Connection



- NEW STREETSCAPE (MAIN AND N. DOWNEY ST.)
- ONE WAY CONNECTION FROM LIBRARY TO MAIN ST.
- HERITAGE SQUARE IMPROVEMENTS
- CONNECTING WALKING TRAIL
- BOARDWALK ENHANCEMENTS
- FLAG POLE AT BEGINNING OF ONE WAY





Existing



**Main Street Iowa  
Proposed Site Plan  
Wetherell Street Corridor  
West Branch, Iowa**

**Notes:**

- >The initial focus was on the plaza area adjacent to the Hoover House. But the challenges of vehicle access and traffic on Wetherell St.
- >Many of the elements can be “mixed and matched” to come up with even more alternative solutions. Each element has certain pros and cons that must be factored.
- >This option uses Poplar St (redesigned to improve parking and opportunity for green space) as a primary access route.
- >Wetherell dead ends at Downey. The service access to the Post Office/Federal Building must then be provided from the parking lot south of the building. This can be gated/controlled if desired to limit traffic.
- >Connecting Wetherell at the west end to Main St greatly improves access for residents.

**Proposed**



PROJECT #04713  
DRAWN BY:T. Reinders

**CONCEPTUAL DRAWING ONLY**

SHEET #1 OF 4 REVISIONS  
DATE: January 30, 2014



Existing



## Main Street Iowa Proposed Site Plan Wetherell Street Corridor West Branch, Iowa

### Notes:

- >The initial focus was on the plaza area adjacent to the Hoover House. But the challenges of vehicle access and traffic on Wetherell St.
- >This option is closest to the existing conditions.
- >Many of the elements can be “mixed and matched” to come up with even more alternative solutions. Each element has certain pros and cons that must be factored.
- >This option uses Poplar St (redesigned to improve parking and opportunity for green space) as a primary access route. However, Downey (at the plaza) is retained. Ideally Downey would be two way but that significantly impacts the size of the plaza.
- > The service access to the Post Office/Federal Building is still provided from the parking lot south of the building. This can be gated/controlled if desired to limit traffic.
- >Connecting Wetherell at the west end to Main St greatly improves access for residents.

### Proposed



PROJECT #04713  
DRAWN BY:T. Reinders

CONCEPTUAL DRAWING ONLY

SHEET #2 OF 4 REVISIONS  
DATE: January 30, 2014



Existing



## Main Street Iowa Proposed Site Plan Wetherell Street Corridor West Branch, Iowa

**Notes:**

- >The initial focus was on the plaza area adjacent to the Hoover House. But the challenges of vehicle access and traffic on Wetherell St.
- >This option is closest to the existing conditions.
- >Many of the elements can be “mixed and matched” to come up with even more alternative solutions. Each element has certain pros and cons that must be factored.
- >This option uses Poplar St (redesigned to improve parking and opportunity for green space) as a primary access route. Downey (at the plaza) is completely closed and the plaza enlarged.
- > The service access to the Post Office/Federal Building should be an open street for this design to function best. It is possible for east bound Wetherell St traffic to turn around behind the Post Office but it is not a desirable solution.
- >Connecting Wetherell at the west end to Main St greatly improves access for all residents.

**Proposed**





Existing

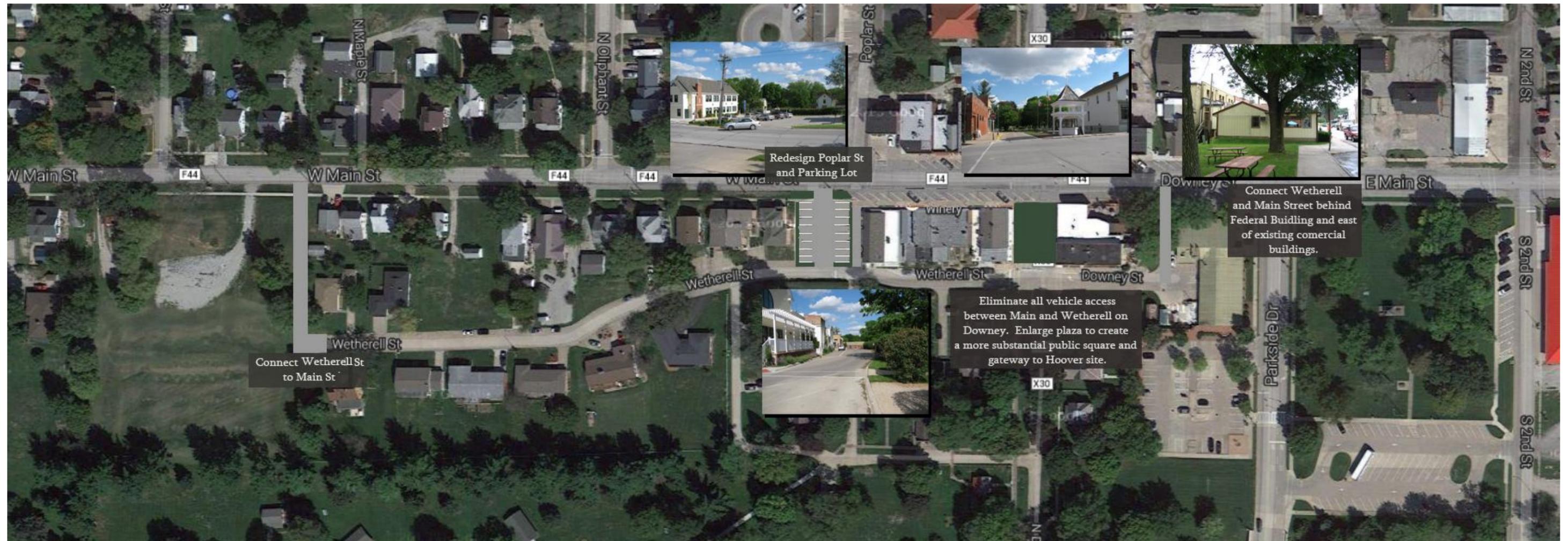


## Main Street Iowa Proposed Site Plan Wetherell Street Corridor West Branch, Iowa

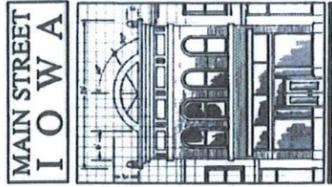
**Notes:**

- >The initial focus was on the plaza area adjacent to the Hoover House. But the challenges of vehicle access and traffic on Wetherell St.
- >This option is closest to the existing conditions.
- >Many of the elements can be “mixed and matched” to come up with even more alternative solutions. Each element has certain pros and cons that must be factored.
- >This option uses Poplar St (redesigned to improve parking and opportunity for green space) as a primary access route. Downey (at the plaza) is completely closed and the plaza enlarged.
- >This alternative extends a connection to Main St from Wetherell behind the Post Office. This eliminates the need to connect the parking lot to the service area and it improves traffic on Wetherell greatly. The connector area is a nice green space that will be somewhat compromised.
- >Connecting Wetherell at the west end to Main St greatly improves access for all residents.

**Proposed**



**Main Street Iowa  
Proposed Site Improvements  
Wetherell Street Corridor  
West Branch, Iowa  
Project #04713  
January 30, 2014**

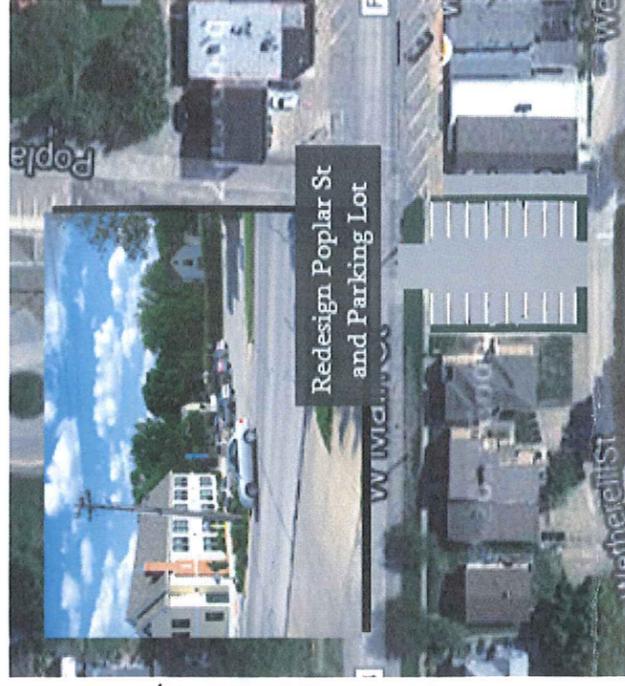


**Heritage Square/Plaza/Downey Street:**

- This is the main focal point of the entire project. Simple improvements include a trellis/pergola treatment to visually extend the bell tower structure into the gateway to the park.
- Vehicle access is a key decision. Closing the area to vehicles creates a nice green gateway to the park. Access must be accommodated by other strategies on Wetherell for services and residents.
- Closing the area provides additional opportunities for outdoor amenities – possibly outdoor dining/seating area. This may enhance the marketability of the storefronts facing the square.
- There are options that retain vehicle access on Downey. A decision needs to be made regarding community priorities and if other vehicle options are viable and worth the cost.

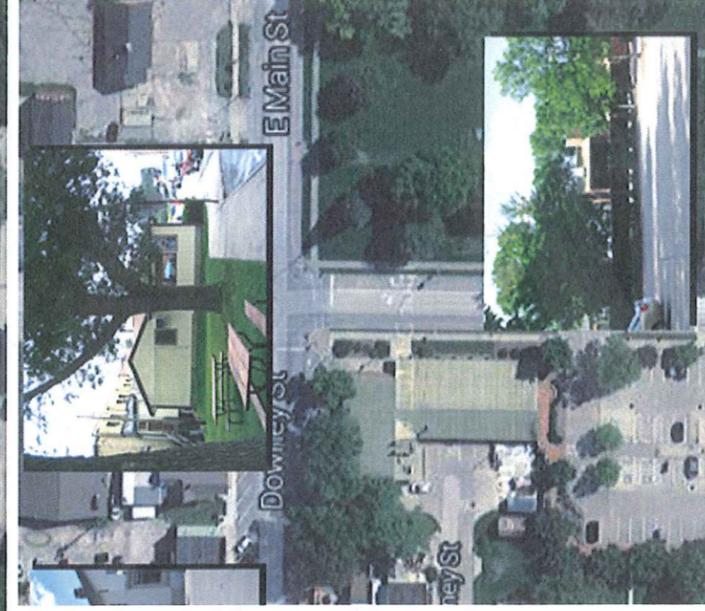
**Poplar St/Parking Lot**

- While not needed in order for the remainder of the project to be successful, an analysis of the parking lot and connection from Main to Wetherell at Poplar should be considered.
- It is possible to provide the same amount of parking (and maybe even just a little more) by reorganizing that area, especially using 90° stalls.
- The reorganized lot and connector provides more area for green space as well as more space for larger sidewalks/pedestrian connections, especially around the winery. This eliminates some paving surfaces, or at least repurposes them into pedestrian features and not just automobile oriented.
- A major drawback of the concept is the utility infrastructure currently located along Main Street at the proposed access point to the lot.



**Wetherell Street**

- Improving access and circulation on Wetherell is one of the main parameters of these Concepts. Currently Downey Street is needed to allow vehicles to easily navigate along Wetherell Street for deliveries and general access for residents. There are approximately Eight single family residents immediately west of downtown that depend upon Wetherell for sole access to their property. Additionally, downtown residents on the south side of Main Street and businesses need Wetherell for delivery and services like garbage pick up. Creating other ways to access/connect Wetherell to Main Street can alleviate the need for Downey Street to connect.
- Extend/connect Wetherell to Main Street at the current west dead end of the street. The vacant lot at the west end should be used to provide this access point. This also provides a drive/delivery access for the lot should it be developed.
- Evaluate options for providing alternative routes to access Wetherell Street from the east. One possible solution is to run a new road north from behind the buildings on Main Street that would connect the service lot behind the Post Office/Federal Building and Main Street. (See Sheet #4). This would require the potential removal of mature trees and losing some green space.
- Another option is to provide access via the existing parking lot immediately to the south of the Federal building. This access could be controlled (gated) if desired to prevent “through traffic” from using Wetherell as a short cut. The connection would require altering the existing landscaping and fence structure.



In general, the ideas illustrated on Sheets#1-4 can be “mixed and matched” to a certain degree to develop a solution that truly meets the needs of the local community and all of the stakeholders.

If desired, details of any of the elements can be created – especially Heritage Square.



# HERITAGE SQ. PARK

park signage/donor recognition

add site amenities/new paving

SCALE: 1/4" = 1'0" • m. schweitzer for IOWA CITY LANDSCAPING



ADD LIGHTING @ GAZEBO?

COLUMNAR SPRUCE • 2

EXISTING URNS

BRICK PIERS & SITE WALL

street side site wall & piers

GINKGO 'AUTUMN GOLD'



6' BRICK PIERS

FROST FOOTINGS

COPYRIGHT Iowa City Landscaping

COPYRIGHT Iowa City Landscaping



# LANDSCAPE PLAN

GARDEN CENTER | 520 Highway 1 West | Iowa City, IA 52246 | ph: (319) 337-8351 | fax: (319) 337-6374 | www.iowacitylandscaping.net

INSTALLATION & DESIGN | 4860 Herbert Hoover Hwy. | Iowa City, IA 52240 | ph: (319) 688-3022 | fax: (319) 688-3023

HERITAGE SQUARE PARK

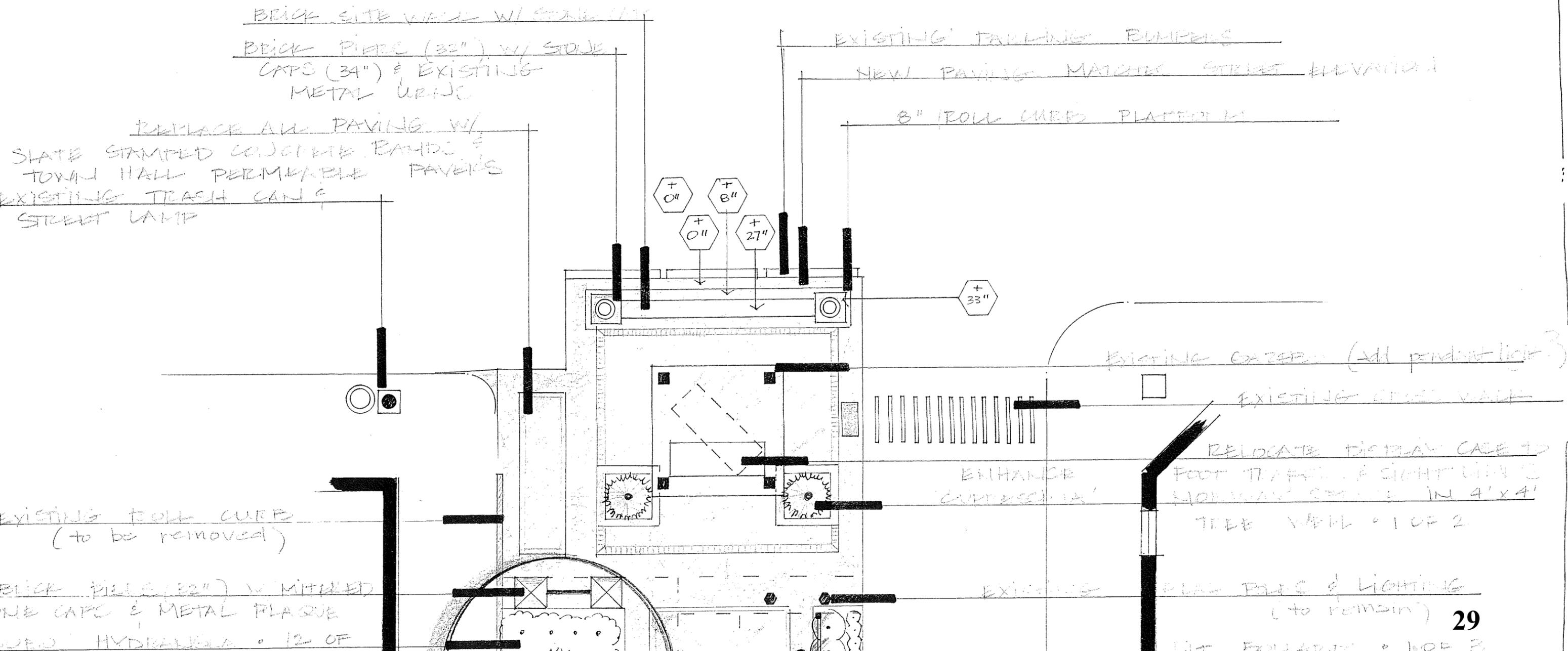
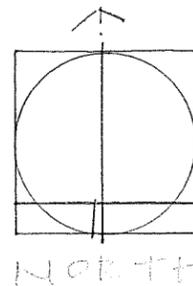
SITE PLAN

DATE: 11.3.14

SCALE: 1/8" = 1'-0"

DRAWN BY: MELANIE SCHWARTZ

This drawing is the property of Iowa City Landscaping. Any use or duplication of this drawing without our written consent is prohibited.



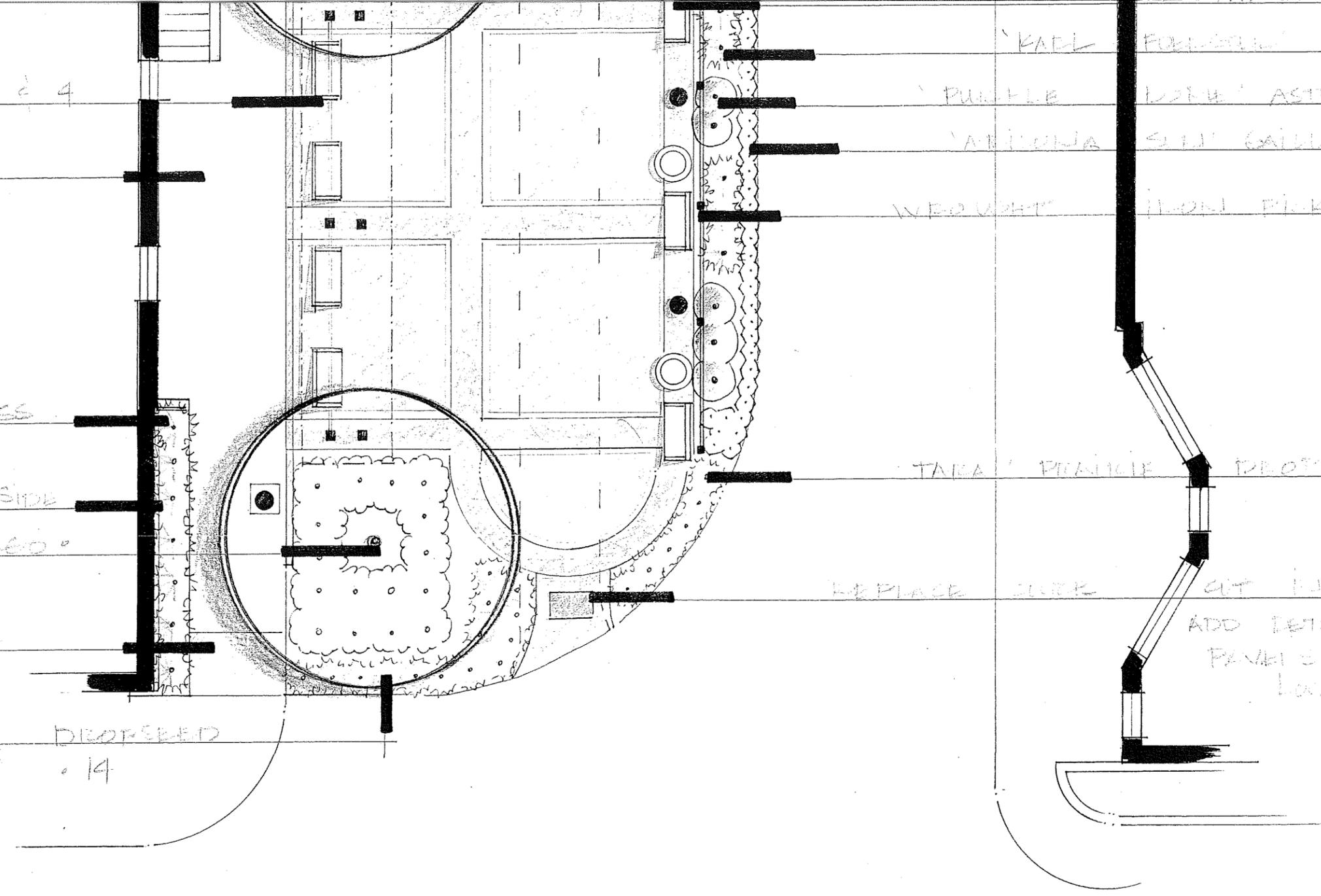
OLD SW/ LIGHTING & 4 SWINGS  
EXISTING SIDEWALK

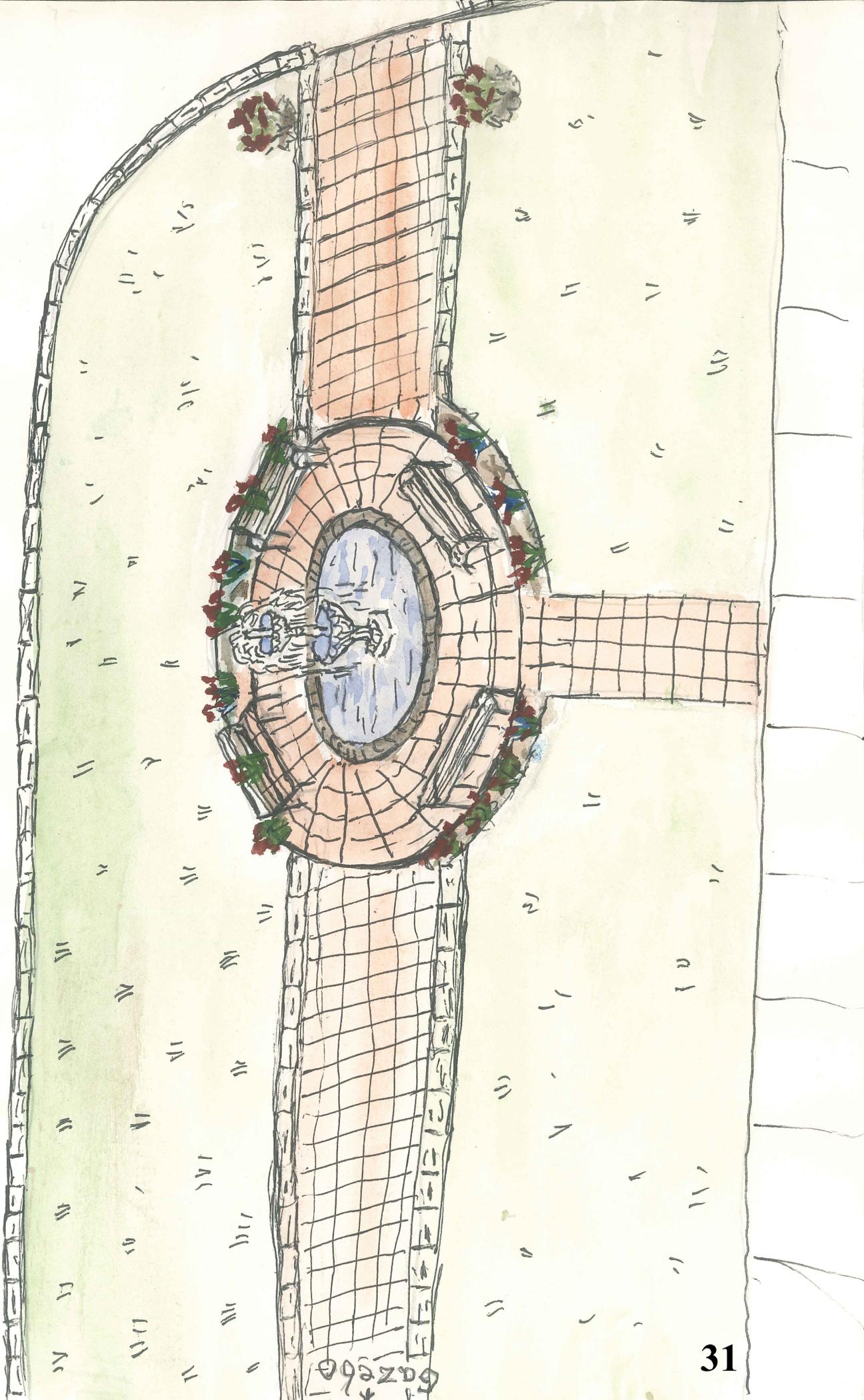
7  
FOLDSTEEL GRASS  
CONCRETE PATCH  
LINSSEED OIL TO AGE IT  
1 OF 2

14  
'TARA' PRINCE DROPPED

'KAEL FORESTE' GRASS 3 OF 6  
'PUNBLE' ASTER 2 OF 8  
'ANTONIA SUN' GALLARDIA 1 OF 92  
WEIGHT LOW PICKET FINISH

6  
'TARA' PRINCE DROPPED 1 OF 6  
REPLACE CURB CUT IN SAME LOCATION  
ADD DETECTABLE WALKING PANELS AS REQ. (2 LOCATIONS)





Газета



**Name**  
Main Street West Branch/City of West Branch

**Date**  
2.19.15

**Address**  
111 E Main St.

**Job Name**  
Heritage Sq. Park

**City, State and Zip**  
West Branch, IA 52358

**Mackenzie Krob**  
[mainstreetwestbranch.org](http://mainstreetwestbranch.org)

**Job Location**  
Main St.

**Phone**  
643-7100

**Matt Muckler**  
[matt@westbranchiowa.org](mailto:matt@westbranchiowa.org)

**Project Director**  
MS

**WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:**

<u>Qty.</u>	<u>Description</u>	<u>Size</u>	<u>Unit Cost</u>	<u>Extension</u>
1	Barricade/pedestrian protections	I.s.	\$ 1,500.00	\$ 1,500.00
1	Sleeving allowance	I.s.	\$ 500.00	\$ 500.00
1	2 new 25' aluminum flagpoles/footings (flags BO)	I.s.	\$ 2,975.00	\$ 2,975.00
3	Plainwell trash receptacle w/ standard top	I.s.	\$ 2,400.00	\$ 7,200.00
3	Plainwell 6' benches, wood seats/black frames	I.s.	\$ 2,500.00	\$ 7,500.00
4	Custom Plainwell 4' swings, wood seats/black frames	I.s.	\$ 6,600.00	\$ 26,400.00
1	Brick site wall w/ piers & caps/2 brick piers for sign*	I.s.	\$ 18,200.00	\$ 18,200.00
1	Slateskin stamped concrete banding	I.s.	\$ 16,250.00	\$ 16,250.00
1	Permeable pavers, Town Hall	I.s.	\$ 38,000.00	\$ 38,000.00
1	Detectable warning pavers	I.s.	\$ 600.00	\$ 600.00
1	Pergola allowance	I.s.	\$ 24,000.00	\$ 24,000.00
1	Electrical allowance	I.s.	\$ 4,000.00	\$ 4,000.00
1	Black fencing, Jerith aluminum/black commercial grade	I.s.	\$ 2,100.00	\$ 2,100.00
1	Plantings per plan	I.s.	\$ 6,685.89	\$ 6,685.89
			Subtotal	\$ 155,910.89
			Sales Tax	\$ -
			<b>Total</b>	<b>\$ 155,910.89</b>

**Notes:**

- 1) \*Signage by others.
- 2) If you will be fundraising for several years, I would suggest adding a contingency/escalation allowance of 5-10%.

**PAYMENT TO BE MADE AS FOLLOWS**

Due Upon Completion

**AUTHORIZED SIGNATURE**

*Melanie Schweitzer*

**DOLLARS\$**

Not to Exceed Quotes

**EXPIRATION DATE**

30 days

**ACCEPTANCE OF PROPOSAL:**

**SIGNATURE**

**DATE**



**SUPPLEMENTAL CONDITIONS OF CONTRACT:**

1. **SCOPE:** Iowa City Landscaping shall furnish all materials, tools, equipment and labor necessary to execute the installation
2. **WORKMANSHIP:** All operations shall be completed in a substantial and workmanlike manner. Drawings and detail are to
3. **CONCEALED CONTINGENCIES:** This proposal is subject to extra charge for concealed contingencies such rock, debris,
4. **NON-TRANSFERABLE PLANT WARRANTY:** All of our plants are true to name, up to grade, and in healthy growing
5. **LAWN WARRANTY:** We endeavor to use the best sod or seed and materials for each specific situation. We can not
6. **MAINTENANCE:** Owner shall begin maintenance of plants and/or turf immediately after the installation is completed in an
7. **MATERIALS:** Iowa City Landscaping shall supply all materials as specified but shall have the right to substitute material of
8. **CHANGES:** Alterations, additions, or deviations shall be charged to the owner at the contractor's normal selling price. If
9. **UNAVOIDABLE INTERRUPTIONS:** Iowa City Landscaping shall not be held responsible or liable for and loss, damage,
10. **PROPERTY LINES:** Owners shall be responsible for the location of all property lines and corners.
11. **PERMITS:** All zoning, building, and construction permits necessary shall be paid for by the owner.

**Design and Installation Center** 4860 Herbert Hoover Hwy. Iowa City, IA 52240

**Phone:** 319-688-3022 **Fax:** 319-688-3023 **Web:** [www.iowacitylandscaping.com](http://www.iowacitylandscaping.com)

*(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.)*

**City Council Joint Work Session with the West Branch  
Community School District Board of Directors**

**West Branch, Iowa  
Council Chambers**

**July 20, 2015  
6:00 p.m.**

School Board Vice President Mike Colbert opened the West Branch City Council Joint Work Session with the West Branch Community School District Board of Directors at 6:03 p.m. by welcoming the audience and the following School District and City staff: Superintendent Kevin Hatfield, Business Manager/Board Secretary Angie Klinkkammer, City Administrator Matt Muckler, Public Works Director Matt Goodale, and City Attorney Kevin Olson. School Board members: Mike Owen, Richard Paulus and Deb Schreiber. School Board President Kathy Knoop was absent. Council members: Jordan Ellyson, Colton Miller, Brian Pierce, Tim Shields and Mary Beth Stevenson.

City Projects and Development Updates

Goodale reported on the recently completed N. Oliphant water infrastructure project completed in front of Hoover Elementary. Miller detailed upcoming CIP Projects which include Main Street intersection improvements at Oliphant and Foster, Main Street crossings at Scott and Pedersen, and a road construction project on N. 4<sup>th</sup> Street from the West Branch Animal Clinic to Reagan Blvd. Miller also discussed the West Branch Village Trail Project and the Casey's Gas and Convenience Store Project and associated road improvements. Hatfield asked Muckler for an update on the Meadows Subdivision and Muckler reported that KLM was moving forward with a spec house on W. Orange Street, but that there was no news on a second phase of that development at this time. Owen asked Muckler about the alignment of Dawson Drive and the future High School entrance and Muckler reported that the City had no intention of changing the road alignment that was determined by a recent traffic study.

School Facility Improvements and other Updates

Hatfield provided an overview of the West Branch Community School District's fifteen year master facilities improvement plan, district preparations for a bond referendum, an overview of current locker room and restroom renovations, and the east parking lot expansion at West Branch High School. Schreiber reported that the Kirkwood Regional Academic Center will offer hands-on technical programs and arts and sciences classes to dozens of West Branch students. Resident Roger Laughlin discussed future plans for the West Branch Public Library. Colbert mentioned that while District enrollment was down by twelve students, there were many noteworthy items to report: a) Principal Jess Burger was selected as a Top 3 School Administrator for the development of an early intervention reading program initiative, b) Standards based grading system is a model for other districts, c) Vocational opportunities and additional college prep classes are available through Kirkwood Community College, d) The 1:1 21<sup>st</sup> Century Technology Program continues for students from 5<sup>th</sup> grade to 12<sup>th</sup> grade, e) A 2:1 Program will be offered for students from Kindergarten to 4<sup>th</sup> grade, f) Academic club offerings have been included in the latest teacher's contract, and g) Mrs. Heithoff's 5<sup>th</sup> grade class was recognized for running a greeting card business which generated enough profit to purchase five stoves for a charitable endeavor in Guatemala. Paulus reported on the positive progress of the Robotics Team. Hatfield concluded the meeting with a discussion of the District's AP course offerings and the college credit earned by high school students.

Meeting adjourned at 6:55 p.m.

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Colton Miller, Mayor Pro Tem

ATTEST: \_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

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

**West Branch, Iowa  
Council Chambers**

**City Council Meeting**

**July 20, 2015  
7:00 p.m.**

Mayor Pro Tem Miller opened the West Branch City Council meeting at 7:08 p.m. by welcoming the audience and the following City staff: City Administrator Matt Muckler, Police Chief Mike Horihan, Park & Recreation Director Melissa Russell, Public Works Director Matt Goodale and City Attorney Kevin Olson. Council members: Jordan Ellyson, Colton Miller, Brian Pierce, Tim Shields and Mary Beth Stevenson.

Mayor Pro Tem Colton Miller asked the Council, staff and members of the audience to stand and led the group in the Pledge of Allegiance.

**APPROVE AGENDA/CONSENT AGENDA**

- a. Approve minutes from the June 29, 2015 City Council Meeting.
- b. Approve claims.
- c. Resolution 1333, approving print advertising up to \$2,200.00 in the West Branch Times and other regional newspapers in advance of the 2015 Hoover's Hometown Days Celebration.
- d. Resolution 1364, approving the purchase of trash receptacles in the amount of \$540.00 for the Hoover's Hometown Days Celebration on August 8, 2015.
- e. Resolution 1365, approving the purchase of two Big Wheels with Amazon.com in the amount of \$115.98 for the Hoover's Hometown Days Celebration on August 8, 2015.
- f. Resolution 1366, approving the purchase of promotional materials up to \$913.55 for the Hoover's Hometown Days Celebration on August 8, 2015.
- g. Resolution 1367, approving the rental of a sound system in the amount of \$350.00 for the Hoover's Hometown Days Celebration on August 8, 2015.
- h. Resolution 1368, approving an agreement for additional radio advertising with KKRQ-FM in the amount of \$391.00 for the 2015 Hoover's Hometown Days Celebration.
- i. Resolution 1369, approving the rental of an additional tent with Big Ten Rental in the amount of \$679.90 for the Hoover's Hometown Days Celebration on August 8, 2015.
- j. Approve Class B Beer Permit (includes wine coolers) with Outdoor Service for West Branch Firefighters Inc. on August 7, 2015 and August 8, 2015.
- k. Approve street closures for the 2015 Hoovers Hometown Days Celebration.
  - i. 2nd Street from Main Street to the Water Street Parking Lot from 5:00 p.m. on Friday August 7, 2015 to 1:00 a.m. on Sunday August 9, 2015.
  - ii. Main Street from Parkside Drive to 2nd Street from 12:00 a.m. on Saturday August 8, 2015 to 12:00 a.m. on Sunday August 9, 2015.
  - iii. Main Street from Parkside Drive to Poplar Street and N. Downey Street from Main Street to Green Street from 5:00 a.m. to 6:00 p.m. on Saturday August 8, 2015.

Motion by Pierce to approve the agenda/consent agenda, second by Shields. AYES: Pierce, Shields, Stevenson, Ellyson, Miller. Motion carried.

Date 7-20-15	City of West Branch Claims Report	
Alison Jeffries	Park & Rec	75.00
Alliant Energy	Various Depts - Utilities	8,127.41
Amazon	Library - Supplies	741.22
Amber Corso	Park & Rec – Umpire	25.00
Baker & Taylor Inc.	Library - Books	916.10
Barron Motor Supply	Fire/Water/Sewer - Supplies	741.85
Best Buy	Police – Computer Supplies	72.98
Big Ten Rentals	HHTD Tent	1,142.42
Bluetarp Financial Inc.	Cemetery - Supplies	243.11

BP Amoco	Fire/Streets - Fuel	313.32
Brick, Leslie	Admin - Reimb For Mileage	8.90
Brush and Barrel	Park & Rec – Summer Camp	390.00
CCEDCO	Eco Devo – FY16 Dues	6,223.00
Cedar Co. Sheriff's Office	Police – Service Fees	169.49
Cedar County Auditor	Solid Waste – FY16 Assessment	14,331.78
Cedar County Cooperative	Fire – Diesel Fuel	391.44
Cedar County Engineer	Streets - Rock	1,845.87
Cedar County Recorder	Legal – Recorded Documents	116.00
Cedar Rapids Photo Copy, Inc.	Library - Copies	76.12
Centurion Technologies, Inc.	Library - Smartshield	92.00
City of Tipton Rec Department	Park & Rec - Daycamp	136.00
Coleman Fenner	Park & Rec – Umpire	25.00
Coralville Park & Rec Dept	Comm & Cult – HHTD Stage	475.00
Costco Wholesale	Library/P&R - Supplies	799.09
Croell Redi-Mix	Water - Concrete Main	7,212.81
Culligan Water	Fire - Water Cond Rental	37.90
Danika Holmes	Comm & Cult – HHTD Entertainment	1,000.00
Demco	Library - Supplies	38.00
Deweys Jack & Jill	Park & Rec/Lib/Water - Supplies	164.31
Dorsey & Whitney	Legal Services Thru 6-30-15	29,096.89
East Central Intergov. Assn.	Admin – FY16 Dues	1,393.20
Eastern IA Brass Band	Comm & Cult – HHTD Entertainment	3,000.00
EBSCO Industries	Library - Supplies	13.50
ECIVIS, Inc.	Park & Rec – Grant Service	3,500.00
ED. M. Feld Equipment	Fire – Boots and Helmets	771.00
EFTPS	GF/Lib/Trust/Water/Sewer- Withhold.	14,961.95
Emily Dunham	Water - Utility Deposit Refund	70.34
ETS Corporation	GF/Water/Sewer – Credit Card Fees	570.16
F&B Communications	Admin –Email & Web Hosting	29.95
Financial Adjustment Bureau	Library - Service	9.09
Funny Face Designs by Lori	Comm & Cult – HHTD Entertainment	600.00
Gierke-Robinson Company	Streets - Supplies	80.70
Goodale, Matthew	Streets – Reim for Barrels	540.00
Grout Museum District	Park&Rec – Summer Camp	440.00
Hawkeye Photo Booths	Comm & Cult – HHTD Entertainment	400.00
Hawkins, Inc.	Water – Azone 15	1,364.27
HD Cline Co	Cemetery – Fuel Cap	96.42
Iheartmedia	Admin - Advertising	334.00
IMWCA	Streets – Work Comp Deposit/Payment	15,557.00
Iowa City Press Citizen	Library - Subscription	215.94
ICAP	Various Depts. – FY16 Liability Ins	38,166.64
Iowa DNR	Water – FY16 Water Supply	271.03
Iowa League Of Cities	Admin – FY16 Member Dues	1,288.00
Iowa Library Services	Library – FY16 Bridges EBooks	65.00
Iowa Military Veterans Band	Comm & Cult – HHTD Entertainment	1,000.00
IMFOA	Admin – Finance Officer Certification	75.00
Iowa One Call	Water/Sewer	58.50
ISWEP	Stormwater - Dues	520.00
J&M Displays	Comm & Cult – HHTD Fireworks	20,000.00
Jab Ink Graphics & Designs	Fire – New Truck Lettering	1,213.22
Joey Dean Wenndt	Fire – July Fire Training	150.00
Johnson Co. Refuse	Recycling – June 2015	3,762.00
Kevin Olson	Legal Services June 2015	1,500.00
Kevin Stoolman	Fire – Mileage Reimbursement	214.94
Kid Again	Comm & Cult – HHTD Entertainment	5,500.00
Kingdom Graphics	Park & Rec – Summer Camp	1,162.00
Koch Brothers, Inc	Admin - Copies	158.27
L.L. Pelling Co.	Streets – Cold Patch Mix	11,187.00
Legacy Girls	Comm & Cult – HHTD Entertainment	1,200.00
Lenoch & Cilek	Park & Rec - Supplies	140.40
Liberty Communications	Various Depts - Phone Service	1,187.04
Librarica LLC	Library – Support Renewal	156.67
Lin Rhines	Water - Utility Deposit Refund	38.64

Linn County R.E.C.	Streets - Utilities	138.00
Lynch's Excavating	Streets/stormwater – Service projects	7,719.40
Lynch's Plumbing	Sewer - Service	145.00
M&M Golf Cars LLC	Comm & Cult – HHTD	470.00
MacBride Raptor Project	Library – Summer Program	150.00
Matt Hudson	Park & Rec – Refund	35.00
Menards	Streets - Supplies	116.39
Midwest Janitorial Service	Lib/TH/Adm/Police - Cleaning	646.56
Mike & the Ike Turners	Comm & Cult – HHTD Entertainment	350.00
Niabi Zoo	Comm & Cult – HHTD Entertainment	550.00
Nick Tate	Water - Utility Deposit Refund	26.16
Overdrive	Library – Audiobooks & EBooks	552.94
Parkside Tire & Wrecker	Streets – Tires for Skidloader	1,067.07
Payroll Expense	Payroll Expense - 7/1 - 7/17/15	62,442.58
Paul Stagg	Water – Mileage Reimbursement	385.82
Physio-Control Inc.	Fire – Power Supply	269.40
Pitney Bowes Global	Library – Postage Machine	120.00
Pitney Bowes Inc	Admin – Postage Machine	208.50
Pitney Bowes Purchase	Adm/Water/Sewer – Postage	500.00
Plunkett's Pest Control	Admin/TH - Pest Control	95.18
Port 'O' Jonny	Cemetery/Park & Rec/Comm - Service	1,042.00
Pyramid Services	Fire/cemetery - Supplies	1,863.44
Qc Analytical Services	Sewer – Testing	647.00
Quill Corp	Police/Library/Admin/Water - Supplies	337.40
Rick E Brammer	Comm & Cult – HHTD Entertainment	175.00
River Products	Streets – Roadstone	865.44
Richard Giese	Water - Utility Deposit Refund	71.34
S & G Materials	Streets – Gravel	364.80
Shanelle M Peden	Cable - Video meetings	75.00
Supplyworks	Town Hall/Lib/Adm/Police - Supplies	410.46
Susan Soper	Water - Utility Deposit Refund	70.34
Terence J Goerdt	Admin - Building Inspections	350.00
The Gazette	Library – Subscription	16.33
Thomas Litterer	Water - Utility Deposit Refund	58.50
The Shedd Aquarium Society	Park & Rec – Summer Camp	1,179.00
Trans-Iowa Equipment	RUT – Street Supplies	768.87
Treasurer State Of Iowa	Iowa Sales Tax & state W/H	2,803.00
Trugreen Processing Center	Park&Rec - Service Lions Field	370.00
Tyler Technologies	Adm./Water/Sewer/Cemetery - Software	8,378.00
University Of Iowa: State	Water - Testing	125.00
UPS	Library/Sewer - Shipping	93.78
Upstart	Library - Supplies	10.00
US Bank Corporate Card	Water – Lodging & Meals	729.58
US Bank Equipment Finance	Library - Copier Contract	300.80
Veenstra & Kimm	GR/Water – various eng.	2,150.78
Verizon Wireless	Various Depts - Phone Service	781.28
Wageworks	Flex - Hcfsa2014	20.00
Walmart	Library - Supplies	308.84
West Branch Animal Clinic	GF – Animal Contract	125.00
West Branch Ford	Police - Service	42.14
West Branch Repairs	Fire - Batteries	164.95
West Branch Times	GF/Water -Publications	1,778.76
Westech Engineering	Water – Fan Blade	448.45
WEX Bank	Police/Cem/Streets - Fuel	1,655.83
Wildwood Smokehouse	Comm & Cultural – HHTD Entertainment	800.00
Windstar Lines	P&R - Bus Trip Balance	1,078.20
Zephyr Copies & Design	Admin/Comm & Cult - Banner	1,025.00
	Grand Total	315,462.19

Fund Totals	
001 General Fund	169,620.34
022 Civic Center	662.40
031 Library	15,809.55
036 Tort Liability	44,280.67

110 Road Use Tax	17,683.00
112 Trust and Agency	3,407.97
600 Water Fund	30,770.98
610 Sewer Fund	32,161.88
740 Storm Water Utility	1,045.40
950 BC/BS Flexible Benefit	20.00
Grand Total	315,462.19

**COMMUNICATIONS/OPEN FORUM**

Sally Peck, 223 N. Downey, asked the City Council to impose a moratorium on tree trimming in West Branch by Alliant Energy. Ms. Peck suggested that a committee be formed to investigate the issue. She asked how many more trees were going to be trimmed and whether or not homeowners were notified.

**PUBLIC HEARING/NON-CONSENT AGENDA**

Second Reading of Ordinance 731, amending the Code of Ordinances of the City of West Branch by transferring the responsibilities of the Zoning Board of Adjustment into a New Chapter of Said Code of Ordinances./Move to action.

Motion by Stevenson, second by Pierce to approve Ordinance 731. AYES: Stevenson, Pierce, Miller, Ellyson, Shields. Motion carried.

Third Reading of Ordinance 732, amending the Standards for Signage Design and Display found in the Appendix to the Code of Ordinances of the City of West Branch, Iowa./Move to action.

Shields requested that the city staff look into the enforcement of sign maintenance. Motion by Shields, second by Pierce to approve Ordinance 732. AYES: Shields, Pierce, Ellyson, Stevenson, Miller. Motion carried.

ORDINANCE NO. 732

AN ORDINANCE AMENDING THE STANDARDS FOR SIGNAGE DESIGN AND DISPLAY FOUND IN THE APPENDIX TO THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA.

1. BE IT ENACTED by the City Council of West Branch, Iowa, that the Appendix of the Code of Ordinances of the City of West Branch, Iowa is hereby amended by deleting the last sentence in Section II of the *Standards for Signage Design and Display* in its entirety and inserting in lieu thereof: **Only the following signs shall be permitted in the Heritage Square area, including South Downey Street and the intersections of South Downey with Wetherell Street and Main Street:**
  - a. Applied signs.
  - b. Projecting signs on the east side of the Heritage Square area.
2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
4. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 20th day of July, 2015.

First Reading: June 1, 2015  
 Second Reading: June 29, 2015  
 Third Reading: July 20, 2015

\_\_\_\_\_  
 Colton Miller, Mayor Pro Tem

Attest: \_\_\_\_\_  
 Matt Muckler, City Administrator/Clerk

Second Reading of Ordinance 733, adopting the existing City Code of the City of West Branch, Iowa as the Code of Ordinances of the City of West Branch, Iowa, 2015./Move to action.

Motion by Pierce, second by Ellyson to approve Ordinance 733. AYES: Pierce, Ellyson, Miller, Stevenson, Shields. Motion carried.

Resolution 1356, suspending the Class C Liquor License with Living Quarters, Outdoor Service and Sundays Sales in the name of Pamella Miller, D/B/A Greenview Cocktail Club./Move to action.

Pamella Miller, 3064 Wintergreen Drive, Iowa City, IA, apologized for not being in attendance for the June 29, 2015 City Council Meeting. Ms. Miller reported that there were trespassers recently at night at Fox Run Golf & Country Club. She stated that several items were damaged by students of Regina and West Branch High School, including golf carts. The ownership of the golf course is seeking restitution from the people that they feel are responsible for the damage. Ms. Miller reported that her son and granddaughter were both present for a bonfire that was held on a night when noise complaints were made. Councilperson Stevenson stated that City Council Members had expressed concern when the liquor license was issued at the June 29, 2015. Ms. Miller claimed no knowledge of this concern. Councilperson Pierce stated that the concern from the Council was a pattern of alcohol-related incidents over the last two years, which has required a considerable amount of staff time from West Branch Police Department. This has led to questions about whether or not the business was responsible enough to handle a liquor license. Stevenson asked how directly Ms. Miller was involved in the day-to-day operations of the business. Ms. Miller responded that her son, Derrick Miller, is currently in charge of the day-to-day operations of the business, but that she planned to take a more pronounced role in the management of the facility in the future. Pierce stated that he had visited the facility several times during normal operating hours over the last few weeks and was concerned that the clubhouse was not staffed and locked up, citing a lack of on-site management of the facility. Mayor Pro Tem Miller stated that he was concerned that the license holder was not present at June 29<sup>th</sup> Council Meeting and was unaware of the City's concerns with this license. Councilperson Ellyson asked for the dates of the noise complaints. Ms. Miller stated that the first complaint took place on July 1<sup>st</sup> and that the ownership allowed her granddaughter and friends to be present on the golf course that evening. At least one other complaint took place the following week. City Attorney Olson reviewed the administrative code with the council and discussed the following issues: 1) cleanliness of the premises, 2) working toilet facilities, 3) water facilities, 4) financial standing and reputation, and 5) problems that have required the attention of the West Branch Police Department. Olson stated that the Greenview Cocktail Club has had deficiencies in all of these areas. The Cedar County Environmental Health and Zoning Office, West Branch Public Works Department, West Branch Police Department, and West Branch Administrative Office were all involved in a recent inspection of the building. An illegal water connection from a well was made to the clubhouse earlier in 2015. That resulted in the water being turned off in the building and a lack of restroom availability to patrons. Utility bills have routinely gone unpaid over the last several years and the West Branch Police Department has been called to the scene for noise complaints and parties that involved underage drinking. Olson expressed concern with the two recent noise complaints and the numerous complaints in various aspects of the business. Ellyson stated that the day-to-day manager of the facility has failed to manage the facility properly and that situation has an adverse effect on the entire community. Pierce expressed concern that the day-to-day manager was present the night of July 1, 2015 when complaints were made about noise recently. Peirce also stated that he has no confidence that the recent complaints were out of character, rather he was more concerned about the pattern of multiple problems over a period of several years.

Motion by Stevenson, second by Ellyson to approve Resolution 1356. AYES: Stevenson, Ellyson, Miller, Shields, Pierce. Motion carried.

Resolution 1357, approving Change Order Number Two, increasing the contract amount by \$500.00 to L.L. Pelling Company, Inc. for the Parkside Drive Road Improvements Project./Move to action.

Eric Gould, Veenstra & Kimm stated that the change order was necessary to raise a sanitary sewer manhole about six inches that was in the travelled portion of the driveway.

Motion by Ellyson, second by Stevenson to approve Resolution 1357. AYES: Ellyson, Stevenson, Shields, Miller, Pierce. Motion carried.

Resolution 1358, approving a Federal-aid Agreement for a City Highway Bridge Program Project with the Iowa Department of Transportation./Move to action.

Larry Spellerberg, with the West Des Moines, IA Veenstra & Kimm Office stated that his firm has reviewed the agreement and stated that the agreement is a standard federal aid agreement provided by the Iowa Department of Transportation. The City has been awarded \$1 million, which can be used for engineering, right-of-way acquisition (if needed) and construction. The City is required to match 20% of the total project cost up to \$1 million. Muckler stated that the City's match is planned for year three of the City's Capital Improvement Plan. Spellerberg stated that the City has three years to complete the letting of the project and that construction could take place after that.

Motion by Pierce, second by Ellyson to approve Resolution 1358. AYES: Pierce, Ellyson, Stevenson, Shields, Miller. Motion carried.

Resolution 1359, approving a user agreement with the Iowa Department of Public Safety./Move to action.

Chief Horihan stated that the agreement is for the system that allows officers to view driver's licenses, criminal histories and vehicle registration information.

Motion by Pierce, second by Shields to approve Resolution 1359. AYES: Pierce, Shields, Miller, Ellyson, Stevenson. Motion carried

Resolution 1360, approving the purchase of radio equipment by the West Branch Fire Department in the amount of \$145,753.69./Move to action.

Chief Stoolman stated that this would replace the Fire Department's portable radios. Currently, each firefighter carries two radios, one for Cedar County and one for Johnson County. The new radios will communicate with both counties and are P-25 compatible. Muckler stated that this would spend out the remainder of the local option sales tax funds that were approved by the voters for the West Branch Fire Department in 2010.

Motion by Ellyson, second by Shields to approve Resolution 1360. AYES: Ellyson, Shields, Stevenson, Miller, Pierce. Motion carried.

Resolution 1361, hiring three youth counselors as temporary Parks and Recreation employees for the City of West Branch, Iowa and setting the salary for the positions for fiscal year 2015-2016./Move to action.

Parks & Rec Director Russell stated that all three candidates have experience working as staff to summer camps and/or athletic camps.

Motion by Pierce, second by Ellyson to approve Resolution 1361. AYES: Pierce, Ellyson, Miller, Stevenson, Shields. Motion carried.

Resolution 1363, approving Beranek Park volleyball court upgrades./Move to action.

Rob Decker, HBK Engineering, stated that he would work with Volunteer Roger Laughlin to lay out the corners of volleyball courts so that the volunteers and city staff can complete the project. Lights will come later.

Stevenson asked about the cost. Muckler stated that local option sales tax would pay for the project, which was estimated at \$22,000, but that the project would cost less due to the fact that volunteer would be involved in the construction of the project. The Parks and Recreation Commission voted on July 16, 2015 to move forward with the project. Shields asked if Alliant poles could be used on the project. Pierce spoke in favor of providing temporary lighting for this year's end of the season volleyball tournament. Roger Laughlin spoke about how he would go about completing the project. Russell stated that poles and netting system would cost \$3,700. HBK will provide funding options for lighting.

Motion by Shields, second by Pierce to approve Resolution 1363 in an amount not to exceed \$10,000 on the construction costs of the project, excluding the cost for lights, without further approval from the Council. AYES: Shields, Pierce, Stevenson, Miller, Ellyson. Motion carried.

Resolution 1370, awarding \$855,000 General Obligation Corporate Purpose Bonds, Series 2015./Move to action.

Olson stated that the ten-year bond issue is callable in June of 2021 and the low bidder was Bankers' Bank, Madison, WI in association with Community State Bank, West Branch, IA. Miller spoke about the options that the call feature provides the Council in terms of future financing decisions.

Motion by Stevenson, second by Shields to approve Resolution 1370. AYES: Stevenson, Shields, Miller, Ellyson, Pierce. Motion carried

## **CITY STAFF REPORTS**

### Park & Recreation Director Melissa Russell – Hoover’s Hometown Days

Russell and Muckler spoke about the schedule of events and provided vendor information. Friday evening activities will start at 4:45 p.m. on August 7<sup>th</sup> with a full slate of events. KCRG will be broadcasting their “Our Town” series from West Branch that evening. Muckler complemented the job that has been done by Library Director Nick Shimmin in the development of the Hooverdays.org website. Pierce asked about parade entries and Russell responded that we have only received fifteen parade thus far. Registrations are available on the Hooverdays.org website.

### Parks & Recreation Director Melissa Russell – August 3, 2015 City Council Work Session at Heritage Square, 6:00 p.m. on Monday August 3, 2015.

Muckler stated that this work session will discuss various design options for the Heritage Square area. Preservation Commission members Lou Picek and Peggy Jeffries will make presentations to the Council. The Work Session will take place at Heritage Square.

### Public Works Director Matt Goodale – Paul Stagg’s Certification from the Association of State Floodplain Managers, Inc. (ASFPM) as an ASFPM Certified Floodplain Manager.

Goodale stated that Stagg traveled to Kansas City, MO and spent a week training and testing. He congratulated Stagg for his certification. Olson stated that this certification is important to have on staff. Stevenson stated that she felt this certification will be important for future development projects in West Branch.

### Public Works Director Matt Goodale – Utility Truck/Snow Plow Purchase

Goodale stated that this truck would replace a gas engine snow plow that is less efficient. The truck can also be used for leaf pick-up and other projects.

### Public Works Director Matt Goodale – College Street Bridge Repair Update

Goodale stated that Iowa Bridge & Culvert provided an estimate of approximately \$15,000 to repair the void located under the east side of the bridge. Spellenberg stated that a large void is located underneath the approach pavement on the east side of the bridge. He stated that a heavy wheeled load could cause the bridge to collapse, drop down into the creek, pushing forward on the abutment and possibly shear off the pile. A temporary repair that is being proposed by Iowa Bridge & Culvert is to drive steel pile on the sides of the bridge, run a steel beam sideways between those pile, shim between the beam and the existing timber pile on the bridge, which has a considerable amount of decay. That will allow Iowa Bridge & Culvert to backfill the void with lean-mix concrete. When the concrete is poured, it will push against the abutment, trying to shear off those decayed pile. The steel beam will reduce the risk of those piles shearing off, but Spellenberg emphasized that there was no guarantee that the pile will not shear. If the pile were to shear off during this process, one side of the bridge would likely drop into the creek. While this repair is relatively inexpensive compared to other options, there is some risk. Shields asked about the maximum load rating on the bridge after the repair. Spellenberg stated that current load rating is 15,000 pounds and the bridge should be monitored for movement after the repair is made. If there is some movement of the bridge, the load rating may need to be reduced even further. A school bus is an example of a vehicle that would be allowed on the bridge. Not many vehicles that weigh more than a school bus would weigh less than 15,000 pounds. Spellenberg stated that this repair will hopefully allow the City to re-open the bridge until the new bridge is constructed. Construction of the new bridge is expected to take place in approximately two years.

### Public Works Director Matt Goodale – Letter from Iowa Dept. of Natural Resources regarding a complaint concerning dead grass on the east side of Baker Avenue, south of Tidewater Drive.

Goodale stated that an Iowa DOT truck was stuck in this area during the past winter and dumped a load of salt in this ditch. The salt killed a large grassy area in front of the Day’s Inn. The contamination has also affected a nearby farm field. Iowa DNR is asking the City to remediate this contamination. Muckler stated that the purpose of this staff report was to inform the Council of the situation and that city staff will follow-up on the IDOT, DNR and the city engineer concerning the spill. The contaminated area is in the project area for proposed road improvements on S. Downey Street.

Police Chief Mike Horihan – Cedar County E-911 Service Board

Horihan stated that the E-911 Service Board elected to postpone the implementation of P-25 digital until August of 2016. This will allow the police department to research other potential options that could reduce the expected service level reduction that is expected to coincide with the implementation of the incomplete P-25 digital system. Chief Horihan will continue to research potential options and will report back to the Council when more information is available.

**COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Councilmember Tim Shields – Summer League MOU

Shields met with Russell and Superintendent Kevin Hatfield and came to some agreement on the extension of the Memorandum of Understanding between the West Branch Community School District and the City of West Branch, Iowa regarding the Summer League Ball Program.

Councilmember Tim Shields – Mayoral Appointment

Shields recommended that Roger Laughlin be considered for the vacant mayoral position. Shields stated that Laughlin is well-versed in current city projects, as he currently serves as Chair of the West Branch Planning & Zoning Commission. Shields also stated that Laughlin is a regular at city council meetings. Laughlin stated that if appointed, he would campaign to be elected as Mayor at the November 3, 2015 election. Pierce stated that he felt Laughlin had the best interest of the City in mind and would be a good choice for this position. Stevenson felt that the Council should appoint from a City board or commission. She served with Laughlin on the Planning & Zoning Commission and thought highly of his efforts in his role as Chair of that Commission. Laughlin stated that he would accept the duties of the Mayor if appointed. Olson explained the appointment process and stated that the appointment would only run up until the November 3, 2015 election. After that, the voters will select a candidate to fill the unexpired term of Mayor Mark Worrell. Miller asked that Laughlin’s appointment be placed on the August 3, 2015 Council Agenda.

Councilmember Brian Pierce – Floodplain Manager Certification

Pierce congratulated Paul Stagg on his ASFPM Floodplain Manager Certification.

Mayor Pro Tem Colton Miller – West Branch Village Trail Project

Miller provided the Council with news on an updated design for the West Branch Village Trail Project. Miller thought that the new design would make the bridge easier to maintain.

**ADJOURNMENT**

Motion to adjourn meeting by Ellyson, second by Stevenson. Motion carried on a voice vote. City Council meeting adjourned at 8:47 p.m.

\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

ATTEST: \_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

Category	2015 HHTD	Price /Cost	Res #	Date Council Appvd
Children's Activities	Inflatables	\$ 11,000.00	1237	10/6/2014
Fireworks	Fireworks	\$ 40,000.00	1240	10/20/2014
	Oct-14	\$ 51,000.00		
Performances/Entertainment	Legacy Girls	\$ 1,200.00	1255	12/15/2014
Performances/Entertainment	Eastern Iowa Brass Band	\$ 3,000.00	1256	12/15/2014
	Dec-14	\$ 4,200.00		
Children's Activities	Niabi Zoo	\$ 550.00	1271	2/17/2015
	Feb-15	\$ 550.00		
Miscellaneous	Radio Advertising: \$2500 other	\$ 2,500.00	1287	3/23/2015
	Mar-15	\$ 2,500.00		
Performances/Entertainment	Tent and Main St Stage	\$ 1,526.80	1305	5/4/2015
Miscellaneous	Golf carts	\$ 470.00	1315	5/18/2015
Children's Activities	Spanky the Bull	\$ 800.00	1316	5/18/2015
Children's Activities	Pony Rides	\$ 1,200.00	1317	5/18/2015
Children's Activities	3 Face Painters	\$ 600.00	1318	5/18/2015
Children's Activities	Magician/Balloon Guy - Rick Eugene Brammer	\$ 350.00	1319	5/18/2015
Children's Activities	Photo Booth	\$ 600.00	1320	5/18/2015
Miscellaneous	Parking Signs	\$195.00	1321	5/18/2015
	May-15	\$ 5,546.80		
Miscellaneous	Recycling	\$ 600.00	1324	6/1/2015
Parade Expenses	Ribbons/ Awards	\$ 100.00	1328	6/1/2015
Miscellaneous	Reusable Main Street Sign	\$ 650.00	1329	6/1/2015
Miscellaneous	Signage	\$ 1,200.00	1329	6/1/2015
Miscellaneous	Event Tshirts	\$ 300.00	1329	6/1/2015
Performances/Entertainment	Iowa Military Veterans Band	\$ 1,000.00	1325	6/1/2015
Performances/Entertainment	Coralville Showcase Stage	\$ 475.00	1330	6/1/2015
Performances/Entertainment	Danika Holmes	\$ 1,000.00	1326	6/29/2015
Performances/Entertainment	Mike Johnston (band)	\$ 350.00	1327	6/29/2015
Performances/Entertainment	Johnny Kilowatt Band	\$700.00	1331	6/29/2015
Miscellaneous	Port o Potties	\$ 868.00	1332	6/29/2015
	Jun-15	\$ 7,243.00		
	Subtotal committed to date	\$ 71,039.80		
Miscellaneous	Print Advertising	\$ 2,200.00	1333	7/20/2015
Miscellaneous	Trash	\$ 540.00	1364	7/20/2015
Children's Activities	Big Wheel Races	\$ 115.98	1365	7/20/2015
Miscellaneous	Signage/Brochures/Posters	\$ 913.55	1366	7/20/2015
Performances/Entertainment	Back-Up Sound System	\$ 350.00	1367	7/20/2015
Miscellaneous	Additional Radio	\$ 391.00	1368	7/20/2015
Performances/Entertainment	Additional Tent for Hoover Stage	\$ 679.90	1369	7/20/2015
	Subtotal committed as of 7/21/15	\$ 76,230.23		
Miscellaneous	Rope Demonstration	\$ 200.00	1371	8/3/2015
Performances/Entertainment	Great River Brooms	\$ 203.57	1372	8/3/2015
Miscellaneous	Additional Golf Carts	\$ 157.00	1373	8/3/2015
Performances/Entertainment	Installation of New Banner	\$ 1,329.89	1380	8/3/2015
	Total committed as of 8/3/15	\$ 78,120.69		

Miscellaneous	Generators for activities	n/charge		
Performances/Entertainment	Sound System for NPS Stage	n/charge	n/a	n/a
Performances/Entertainment	Sound System for Main St Stage	n/charge	n/a	n/a
Performances/Entertainment	34th Army Band	n/charge	n/a	n/a
Children's Activities	Lions Tractor Pull	n/charge	n/a	n/a
Children's Activities	Giant Chess	n/charge	n/a	n/a

General Fund Revenue	\$	55,500.00
Fundraising Goal	\$	19,920.69
NPS	\$	2,700.00
	\$	78,120.69

Fundraising Goal	\$	19,920.69
Received as of 7/28/15	\$	17,605.00
	\$	2,315.69

RESOLUTION NO. 1371

RESOLUTION APPROVING A ROPE DEMONSTRATION AGREEMENT IN THE AMOUNT OF \$200.00 FOR THE HOOVER'S HOMETOWN DAYS CELEBRATION ON AUGUST 8, 2015.

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

WHEREAS, the planning committee plans every year to provide quality vendors and entertainment; and

WHEREAS, the City Council has adopted the fiscal year 2015-2016 budget; and

WHEREAS, the fiscal year 2015-2016 budget includes funding for quality vendors and entertainment; and

WHEREAS, Milton Vos has provided the planning committee with an estimate of \$200.00 for providing a rope demonstration; and

WHEREAS, it is now necessary to approve the rope demonstration agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with Milton Vos is hereby approved.

Passed and approved this 3rd day of August, 2015.

\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1372

RESOLUTION APPROVING AN AGREEMENT WITH GREAT RIVER BROOMS IN THE AMOUNT OF \$203.57 FOR THE HOOVER'S HOMETOWN DAYS CELEBRATION ON AUGUST 8, 2015.

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

WHEREAS, the planning committee plans every year to provide quality vendors and entertainment; and

WHEREAS, the City Council has adopted the fiscal year 2015-2016 budget; and

WHEREAS, the fiscal year 2015-2016 budget includes funding for quality vendors and entertainment; and

WHEREAS, Great River Brooms has provided the planning committee with an estimate of \$203.57 for providing a broom maker demonstration; and

WHEREAS, it is now necessary to approve the broom maker demonstration agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with Great River Brooms is hereby approved.

Passed and approved this 3rd day of August, 2015.

\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1373

RESOLUTION APPROVING AN AMENDED SPECIAL EVENT LEASE AGREEMENT WITH M&M GOLF CARS, LLC OF BETTENDSORF, IA IN THE AMOUNT OF \$627.00 FOR USE DURING THE HOOVER'S HOMETOWN DAYS CELEBRATION FROM AUGUST 7-8, 2015.

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

WHEREAS, the planning committee plans every year to provide golf cart transportation for event staff and volunteers; and

WHEREAS, the City Council has adopted the fiscal year 2015-2016 budget; and

WHEREAS, the fiscal year 2015-2016 budget includes funding for golf cart transportation for event staff and volunteers; and

WHEREAS, M&M Golf Cars, LLC of Bettendorf has provided the planning committee with an estimate of \$627.00 for providing golf cart rentals; and

WHEREAS, it is now necessary to approve the amended agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned amended agreement with M&M Golf Cars, LLC is hereby approved.

Passed and approved this 3rd day of August, 2015.

\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1380

RESOLUTION APPROVING THE PAYMENT FOR INSTALLATION OF A NEW BANNER ON MAIN STREET FOR THE 2015 HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$1,329.89.

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

WHEREAS, the planning committee plans every year for activities to promote the event; and

WHEREAS, the planning committee purchased a new banner to hang on Main Street in anticipation of the event; and

WHEREAS, Oasis Electric, LLC installed the new banner at a cost of \$1,329.89; and

WHEREAS, it is now necessary to approve payment for this service.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the payment of installation of a new banner on Main Street for the 2015 Hoover's Hometown Days Celebration in the amount of \$1,329.89 is hereby approved.

Passed and approved this 3rd day of August, 2015.

\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 731

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH BY TRANSFERRING THE RESPONSIBILITIES OF THE ZONING BOARD OF ADJUSTMENT INTO A NEW CHAPTER OF SAID CODE OF ORDINANCES.

WHEREAS, the current West Branch City Code delineates in Chapters 22-28 of the City Code the duties and responsibilities of all West Branch Boards and Commissions with the exception of the Zoning Board of Adjustment; and

WHEREAS, the Zoning Board of Adjustment of the City of West Branch, Iowa, believes that a consistent and uniform City Code is desirable.

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF WEST BRANCH CEDAR COUNTY, IOWA:

1. The Code of Ordinances is hereby amended by incorporating "Attachment A" as Chapter 29 Zoning Board of Adjustment.
2. Section 165.20 Board of Adjustment, Section 165.21 Expenses of the Board of Adjustment, and 165.22 Powers of the Board are hereby deleted.
3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
4. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.
5. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.

Passed and approved this 3rd day of August, 2015.

First Reading:	June 29, 2015
Second Reading:	July 20, 2015
Third Reading:	August 3, 2015

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Colton Miller, Mayor Pro Tem

Attest:

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Matt Muckler, City Administrator/Clerk

**CHAPTER 29**  
**ZONING BOARD OF ADJUSTMENT**

**29.01 BOARD OF ADJUSTMENT.** A Board of Adjustment is hereby established as provided in Chapter 414 of the State Code of Iowa, as amended, the members of which shall be appointed by the Council for staggered terms of five (5) years. The Board of Adjustment shall consist of five (5) members, none of whom shall hold an elective office or other official position in the City. The members of the Board of Adjustment shall be residents of the City representing the public at large and shall not be involved in the business of purchasing or selling real estate. The members of the Board shall be removable for cause by the Council upon written charges and after public hearing. A vacancy shall be filed by the Council for the unexpired term of any member who resigns, dies, or is removed. The Board shall meet each January to select a Chairperson and Vice Chairperson from its members, and a Secretary who may, but need not, be a member of the Board.

**29.02 RULES - MEETINGS - GENERAL PROCEDURE.** The board shall adopt rules in accordance with the provisions of any ordinance adopted pursuant to this chapter. Meetings of the board shall be held at the call of the chairperson and at such other times as the board may determine. Such chairperson, or in the chairperson's absence, the acting chairperson, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.

**29.03 COMPENSATION.** All members of the Board shall serve without compensation, except their actual expenses which shall be subject to the approval of the Council.

**29.04 EXPENSES OF THE BOARD OF ADJUSTMENT.** The Board shall have authority to expend such sums as may be appropriated by the Council.

**29.05 POWERS AND GUIDELINES OF THE BOARD.** The Board of Adjustment shall have the following powers:

1. Administrative Review. To hear and decide appeals where it is alleged by the appellants that there is error in any order, requirement, permit, decision, determination or refusal made by the zoning officer or other administrative official

in the carrying out or enforcement of any provision of this chapter, and for interpretation of the Zoning Map.

2. **Vote Required.** The concurring vote of three (3) members of the Board shall be necessary to reverse or modify any order or decision of an administrative official.

3. **Special Exceptions.** To hear and decide applications for special exceptions as specified in this chapter and for decisions on any special questions upon which the Board of Adjustment is specifically authorized to pass.

4. **Variance.** To hear and decide applications for variance from the terms of this chapter because of unnecessary hardship. Before any variance is granted, all of the following conditions must be shown to be present.

A. Conditions and circumstances are peculiar to the land, structure or building and do not apply to neighboring lands, structures or buildings in the same district.

B. Strict application of the provisions of this chapter would deprive the applicant of reasonable use of the land, structure or building equivalent to the use made of neighboring lands, structures or buildings in the same district and permitted under the terms of this chapter.

C. The peculiar conditions and circumstances are not the result of actions of the applicant taken subsequent to the adoption of this chapter.

D. The use to be authorized by variance will not alter the essential character of the locality.

5. Financial disadvantage to the property owner shall not constitute conclusive proof of unnecessary hardship within the purposes of zoning.

6. The Board does not possess the power to permit a use not generally or by special exception, permitted in the district involved.

7. In granting a variance or Special Exception, the Board may attach thereto any conditions and safeguards it deems necessary or desirable in furthering the purposes of this chapter. Violation of any of these conditions or safeguards shall be deemed violation of this chapter.

8. The effective date of a variance is thirty days after granted by Zoning Board of Adjustment. The City Council may remand a decision to grant a variance to the Zoning Board of Adjustment for further study. The effective date of the variance in this case is delayed for thirty days from the date of the remand.

## **29.06 CONFLICTING RULES, ORDINANCES, STATUTES AND OMISSIONS**

In the case of conflicting rules, ordinances, statutes, or omissions in the West Branch City Code, the rules outlined in the Iowa Code shall take precedence.

## CHAPTER 29

### ZONING BOARD OF ADJUSTMENT (*with Notes*)

**29.01 BOARD OF ADJUSTMENT.** A Board of Adjustment is hereby established as provided in Chapter 414 of the State Code of Iowa, as amended, the members of which shall be appointed by the Council for staggered terms of five (5) years. The Board of Adjustment shall consist of five (5) members, none of whom shall hold an elective office or other official position in the City. **The members of the Board of Adjustment shall be residents of the City (WB City Code 23.01) representing the public at large and shall not be involved in the business of purchasing or selling real estate. (Iowa Code 414.8)** The members of the Board shall be removable for cause by the Council upon written charges and after public hearing. A vacancy shall be filled by the Council for the unexpired term of any member who resigns, dies, or is removed. The Board **shall meet each January** to select a Chairperson **and Vice Chairperson** from its members, and a Secretary who may, but need not, be a member of the Board.

(from WB City Code - Zoning Regs 165.20) **(Blue Text added to address selection of Chair, Vice Chair)** (“residents of the City from WB code 23.01 P&Z Commission)

**29.02 RULES - MEETINGS - GENERAL PROCEDURE** The board shall adopt rules in accordance with the provisions of any ordinance adopted pursuant to this chapter. Meetings of the board shall be held at the call of the chairperson and at such other times as the board may determine. Such chairperson, or in the chairperson’s absence, the acting chairperson, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.

(from Iowa Code 414.9)

**29.03 COMPENSATION.** All members of the Board shall serve without compensation, except their actual expenses which shall be subject to the approval of the Council.

(from WB City Code — P&Z 23.04)

**29.04 EXPENSES OF THE BOARD OF ADJUSTMENT.** The Board shall have authority to expend such sums as may be appropriated by the Council.

(from WB City Code - Zoning Regs 165.21)

**29.05 POWERS AND GUIDELINES OF THE BOARD.** The Board of Adjustment shall have the following powers:

1. Administrative Review. To hear and decide appeals where it is alleged by the appellants that there is error in any order, requirement, permit, decision, determination or refusal made by the zoning officer or other administrative official in the carrying out or enforcement of any provision of this chapter, and for interpretation of the Zoning Map.
2. Vote Required. The concurring vote of three (3) members of the Board shall be necessary to reverse or modify any order or decision of an administrative official.
3. Special Exceptions. To hear and decide applications for special exceptions as specified in this chapter and for decisions on any special questions upon which the Board of Adjustment is specifically authorized to pass.
4. Variance. To hear and decide applications for variance from the terms of this chapter because of unnecessary hardship. Before any variance is granted, all of the following conditions must be shown to be present.
  - A. Conditions and circumstances are peculiar to the land, structure or building and do not apply to neighboring lands, structures or buildings in the same district.
  - B. Strict application of the provisions of this chapter would deprive the applicant of reasonable use of the land, structure or building equivalent to the use made of neighboring lands, structures or buildings in the same district and permitted under the terms of this chapter.
  - C. The peculiar conditions and circumstances are not the result of actions of the applicant taken subsequent to the adoption of this chapter.
  - D. The use to be authorized by variance will not alter the essential character of the locality.
5. Financial disadvantage to the property owner shall not constitute conclusive proof of unnecessary hardship within the purposes of zoning.
6. The Board does not possess the power to permit a use not generally or by special exception, permitted in the district involved.
7. In granting a variance or Special Exception (ORD 725), the Board may attach thereto any conditions and safeguards it deems necessary or desirable in furthering

the purposes of this chapter. Violation of any of these conditions or safeguards shall be deemed violation of this chapter.

8. The effective date of a variance is thirty days after granted by Zoning Board of Adjustment. The City Council may remand a decision to grant a variance to the Zoning Board of Adjustment for further study. The effective date of the variance in this case is delayed for thirty days from the date of the remand. (ORD 720)

(from WB City Code - Zoning Regs 165.22)

(BLUE Text — added to provide clarity to Section 29.05)

(Green Text — adds condition to Variance process noted by the court in *Greenwalt v. Davenport ZBA*, 1984 which defined unnecessary hardship)

## **29.06 CONFLICTING RULES, ORDINANCES, STATUTES AND OMISSIONS**

In the case of conflicting rules, ordinances, statutes, or omissions in the West Branch City Code, the rules outlined in the Iowa Code shall take precedence.

(Blue Text added to address unintended issues of inconsistency within the WB Code and address sections of Iowa Code not specifically noted in the WB Code)

ORDINANCE NO. 733

AN ORDINANCE ADOPTING THE EXISTING CITY CODE OF THE CITY OF WEST BRANCH, IOWA, AS THE CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA, 2015

**BE IT ENACTED** by the City Council of the City of West Branch, Iowa, as follows:

**SECTION 1. PURPOSE.** The purpose of this ordinance is to comply with the provisions of Section 380.8, Code of Iowa, requiring cities to compile a code of ordinances at least once every five years.

**SECTION 2. CODE ADOPTED.** The CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA, 1999, as amended by Ordinances No. 506 through 729, both inclusive, being found to be correct and adequate for the City is hereby readopted as the CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA, 2015, with the following amendments:

A. TITLE. Section 1.01 is repealed and the following enacted in lieu thereof:

“1.01 TITLE. This Code of Ordinances shall be known and may be cited as the Code of Ordinances of the City of West Branch, Iowa, 2015.”

B. DEFINITIONS. Section 1.02, subsection 5 is repealed and the following is enacted in lieu thereof:

“5. ‘Code of Ordinances’ means the Code of Ordinances of the City of West Branch, Iowa, 2015.”

**SECTION 3. AMENDMENTS.** All general ordinances of the City passed hereafter shall be in the form of an addition, amendment or repealer to the CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA, 2015, and shall include proper references to title, chapter, and section or subsection to maintain the orderly codification of ordinances.

**SECTION 4. COPY ON FILE.** An official copy of the “CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA, 2015,” adopted by this ordinance, including a certificate of the City Clerk as to its adoption and the effective date, is on file in the office of the City Clerk and is available for public inspection.

**SECTION 5. EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its publication, as required by law.

Passed and approved this 3rd day of August, 2015.

First Reading:                    June 29, 2015  
Second Reading:                July 20, 2015  
Third Reading:                 August 3, 2015

\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

Attest:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

**CLERK'S CERTIFICATE**

I hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was published as required by law on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

SIGNED \_\_\_\_\_  
CITY CLERK

**CLERK'S CERTIFICATE**

State of Iowa )  
 ) SS  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, City Clerk of the City of West Branch, Iowa, hereby certify that the "CODE OF ORDINANCES OF THE CITY OF WEST BRANCH, IOWA, 2015," was adopted by the City Council of the City of West Branch, Iowa, and that an official copy of said Code of Ordinances is on file at the office of the City Clerk, City of West Branch, Iowa, and that Ordinance No. \_\_\_\_\_ adopting said Code of Ordinances was passed by the City Council of the City of West Branch, Iowa, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, signed by the Mayor on the \_\_\_\_\_ day of \_\_\_\_\_, 2015; duly recorded and published as provided by law, and that the effective date of said Code is \_\_\_\_\_, 2015.

Witness my hand and official seal of the City of West Branch, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2015.

SIGNED: \_\_\_\_\_  
CITY CLERK  
CITY OF WEST BRANCH, IOWA

RESOLUTION 1334

RESOLUTION APPROVING THOSE CERTAIN AGREEMENTS IN CONNECTION WITH THE PUBLIC IMPROVEMENTS FOR S. DOWNEY ST & TIDEWATER DR

WHEREAS, Casey's General Stores has heretofore submitted a proposed Site Plan to construct a gas and convenience store at 615 S. Downey Street in the City of West Branch, Iowa; and

WHEREAS, the City of West Branch Planning and Zoning Commission has reviewed the proposed Site Plan and recommended its approval to the West Branch City Council; and

WHEREAS, the Project requires public improvements for S. Downey Street and Tidewater Drive (the "Project"); and

WHEREAS, Casey's Marketing Company has agreed to cause these improvements to be constructed; and

WHEREAS, the City of West Branch has agreed to repay Casey's Marketing Company for the City's share of these costs through tax increment financing rebates; and

WHEREAS, the West Branch City Attorney drafted a development agreement with Casey's Marketing Company for the consideration of the West Branch City Council; and

WHEREAS, Casey's Marketing Company has reviewed and is in agreement with the development agreement; and

WHEREAS, the City Council of the City of West Branch approved said development agreement on May 18, 2015; and

WHEREAS, the City Council of the City of West Branch also approved a site plan for a Casey's General Store on May 18, 2015; and

WHEREAS, Zoning Administrator Paul Stagg approved a building permit to Casey's Marketing Company to construct the new Casey's General Store and the Project; and

WHEREAS, the City Council of the City of West Branch approved Resolution 1167 on December 16, 2013 approving an agreement between Sacaba, LLC, Clean Energy, Inc. and the City of West Branch, Iowa which outlined the obligations of each party as in pertains to the construction of the Project; and

WHEREAS, a portion of the Project now requires acquisitions of private property for public right-of-way and a variety of easements from Shree Jalaram Hospitality, Inc., Cole KG West Branch, IA LLC, Lawrence E and Amy Kessler Lynch, Haub Properties LLC, Clifford A. and Shelly E. Pool, and Duane L. and Jennifer L. Hollingsworth, (the "Owners"); and

WHEREAS, the City Attorney has prepared agreements and warranty deeds and the City Engineer has prepared easements and acquisition plats; and

WHEREAS, Shree Jalaram Hospitality, Inc. has signed a partial acquisition agreement and a perpetual roadway, sidewalk and public utility easement and temporary construction easement agreement; and

WHEREAS, Cole KG West Branch, IA, LLC has reviewed a partial acquisition agreement and a perpetual roadway, sidewalk and public utility easement and temporary construction easement agreement and is expected to sign said agreements; and

WHEREAS, Lawrence E. and Amy Kessler Lynch have signed a perpetual storm sewer easement and warranty deed for public right-of-way; and

WHEREAS, Haub Properties LLC has signed a warranty deed for public right-of-way; and

WHEREAS, Clifford A. and Shelly E. Pool have signed a warranty deed and Duane L. and Jennifer L. Hollingsworth are expected to sign a warranty deed for public right-of-way; and

WHEREAS, these easement agreements now require the approval and these warranty deeds now require the acceptance 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 warranty deeds are accepted and the aforementioned agreements with the Owners necessary to complete the project be and the same are hereby approved. Further, the Mayor Pro Tem and City Clerk are directed to execute said agreements on behalf of the City.

Passed and approved this 3rd day of August, 2015.

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Colton Miller, Mayor Pro Tem

ATTEST:

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Matt Muckler, City Administrator/Clerk

## PARTIAL ACQUISITION AGREEMENT

THIS AGREEMENT made and entered into this 14 day of July, 2015, by and between **Shree Jalaram Hospitality, Inc.**, an Iowa corporation, hereinafter referred to as "GRANTOR"; and the **City of West Branch, Iowa**, 110 N. Poplar Street, West Branch, Iowa 52358, hereinafter referred to as "CITY."

WHEREAS, the CITY is undertaking an Urban Renewal Project to make certain improvements to S. Downey Street and Tidewater Drive in the CITY (hereafter the "Project"); and

WHEREAS, GRANTOR owns that certain real property generally referred to as 711 S. Downey Street, West Branch, Cedar County, Iowa (the "Property"); and

WHEREAS, the CITY desires to construct a sidewalk and street improvements across the GRANTOR's Property and desires to construct a new driveway to the Property off of S. Downey Street; and

WHEREAS, GRANTOR agrees to convey to the CITY a piece of its Property in exchange for the construction of the Project by the CITY under the terms and conditions outlined below.

### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. GRANTOR agrees to sell and furnish to CITY a Perpetual Roadway, Sidewalk and Public Utility Easement and Temporary Construction Easement Agreement furnished by the CITY, conveying an interest in the Property parcel attached hereto as Exhibit "A", and incorporated herein by this reference (the "Parcel"). All costs associated with the payment of transfer taxes, abstracting and recording shall be the sole expense of the CITY.
2. CITY expressly agrees to construct the Project on the Parcel in accordance with the plans agreed to among the parties.
3. CITY agrees that access shall be maintained to the Property at all times during the construction of the Project.

4. Both parties agrees that the Project will close the existing driveway entrance on S. Downey Street to the Property on the north side of the Property and that the City will reconstruct, at its sole cost, a driveway approach on the south end of the Property off of Downey Street.
5. CITY expressly agrees that the CITY will not assess any of the costs of the Project against the Property in exchange for the conveyance of the Parcel to the CITY.
6. GRANTOR acknowledges that possession of the Property is the essence of this Agreement and the GRANTOR does hereby grant the CITY immediate possession of said Property.
7. GRANTOR states that the GRANTOR is the lawful owner of certain real estate generally described in Exhibit "A" attached to this Agreement.
8. That the GRANTOR states and warrants that there is no known well, solid waste disposal site, hazardous substances, or underground storage tanks on the premises described and sought herein.
9. That this written Partial Acquisition Agreement is intended to set forth all of the commitments, responsibilities and obligations as between the GRANTOR and the CITY in connection with the easement rights granted herein. Accordingly, the terms of this Agreement supersede and replace all prior oral negotiations and written documentation provided to facilitate negotiation of the easement rights granted herein, specifically including without limitation, the terms and provisions of that certain partial acquisition contract that pertain to the easement rights granted via this Agreement.

CITY OF WEST BRANCH:

---

ATTEST:

---

Matt Muckler, City Administrator/Clerk

**STATE OF IOWA, COUNTY OF CEDAR, ss:**

On this 14 day of July, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ 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 \_\_\_\_\_ 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

**SHREE JALARAM HOSPITALITY, INC.**

By: [Signature]

Raj Patel / President

Print name and title

**STATE OF IOWA, COUNTY OF CEDAR, ss:**

This instrument was acknowledged before me on July 14, 2015, by Raj Patel as President of Shree Jalaram Hospitality, Inc.

[Signature: Leslie Brick]  
Notary Public



Prepared by: Kevin D. Olson, 1400 5<sup>th</sup> Street, Coralville, IA 52241, (319)351-2277.  
Return to: City of West Branch, Iowa, 110 Poplar, West Branch, Iowa 52358

**PERPETUAL ROADWAY, SIDEWALK AND PUBLIC UTILITY  
EASEMENT  
AND  
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS AGREEMENT made and entered into by and between **Shree Jalaram Hospitality, Inc.**, hereinafter collectively referred to as "GRANTOR," and the **City of West Branch, Iowa**, a municipal corporation, 110 Poplar, West Branch, Iowa 52358, hereinafter referred to as "CITY."

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

1. THAT UNDERSIGNED GRANTOR states that GRANTOR is the lawful possessor of certain real estate described in Exhibit "A" attached to this Agreement and by this made a part hereof, and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTOR hereby grants and conveys to the CITY an exclusive **perpetual easement** for the purposes of constructing, operating, maintaining, using and reconstructing roadway, sidewalk, sanitary sewer mains, water mains and storm water main improvements, and the removing and constructing of driveway connections to S. Downey Street (the "Utility Installation") in the easement area described in Exhibit "A" hereto in connection with that certain improvement project heretofore referred to as the "City of West Branch Tidewater Drive Improvements Project." The exclusivity of the foregoing easement shall not be deemed to preclude other subsurface utility easements so long as the installation or presence of such utilities do not interfere with the right granted.
3. That GRANTOR hereby covenants that GRANTOR is lawfully seized and possessed, and is the owner of real estate described above, and that GRANTOR has a good and lawful right to convey this easement.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and reconstruction of the Utility Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as

prior to construction which may include but not be limited to sodding, seeding, and any replacement of topsoil, driveway, sidewalk or parking lot involved.

5. That CITY shall have the right to trim and remove all trees and bushes which may interfere with the exercise of the CITY's rights pursuant to this easement.
6. That City shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to GRANTOR.
7. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that GRANTOR shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said easement without consent of CITY, which consent shall not be unreasonably withheld.
8. That CITY agrees to promptly repair any damages within the areas subject to the easement, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable, given the Perpetual Roadway, Sidewalk and Public Utility easement.
9. Without limiting the generality of the preceding provisions of this Agreement, GRANTOR does hereby further convey herein to CITY an exclusive **temporary construction easement** for the purpose of constructing the Utility Installation. Further, said temporary construction easement shall automatically terminate and become non-existent after completion of initial construction of the Utility installation and acceptance by CITY thereof.
10. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY.
11. That GRANTOR acknowledges that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.
12. That CITY will be responsible for any necessary abstracting and recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
13. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding

that CITY has complete and absolute sole ownership, use and control of the Utility Installation to be located in the Perpetual Easement Area.

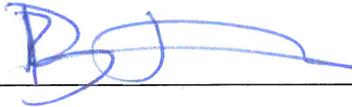
14. That this written Perpetual Roadway, Sidewalk and Public Utility Easement and Temporary Construction Easement Agreement constitutes the entire agreement between GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Shree Jalaram Hospitality, Inc.:**

**CITY OF WEST BRANCH:**

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



Raj Patel / President

Print name and title

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

**STATE OF IOWA, COUNTY OF CEDAR, ss:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ 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 \_\_\_\_\_ and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**STATE OF IOWA, COUNTY OF CEDAR, ss:**

This document was acknowledged before me on this 14 day of July, 2015, by Raj Patel as President of Shree Jalaram Hospitality, Inc.

Leslie Brick  
Notary Public in and for the State



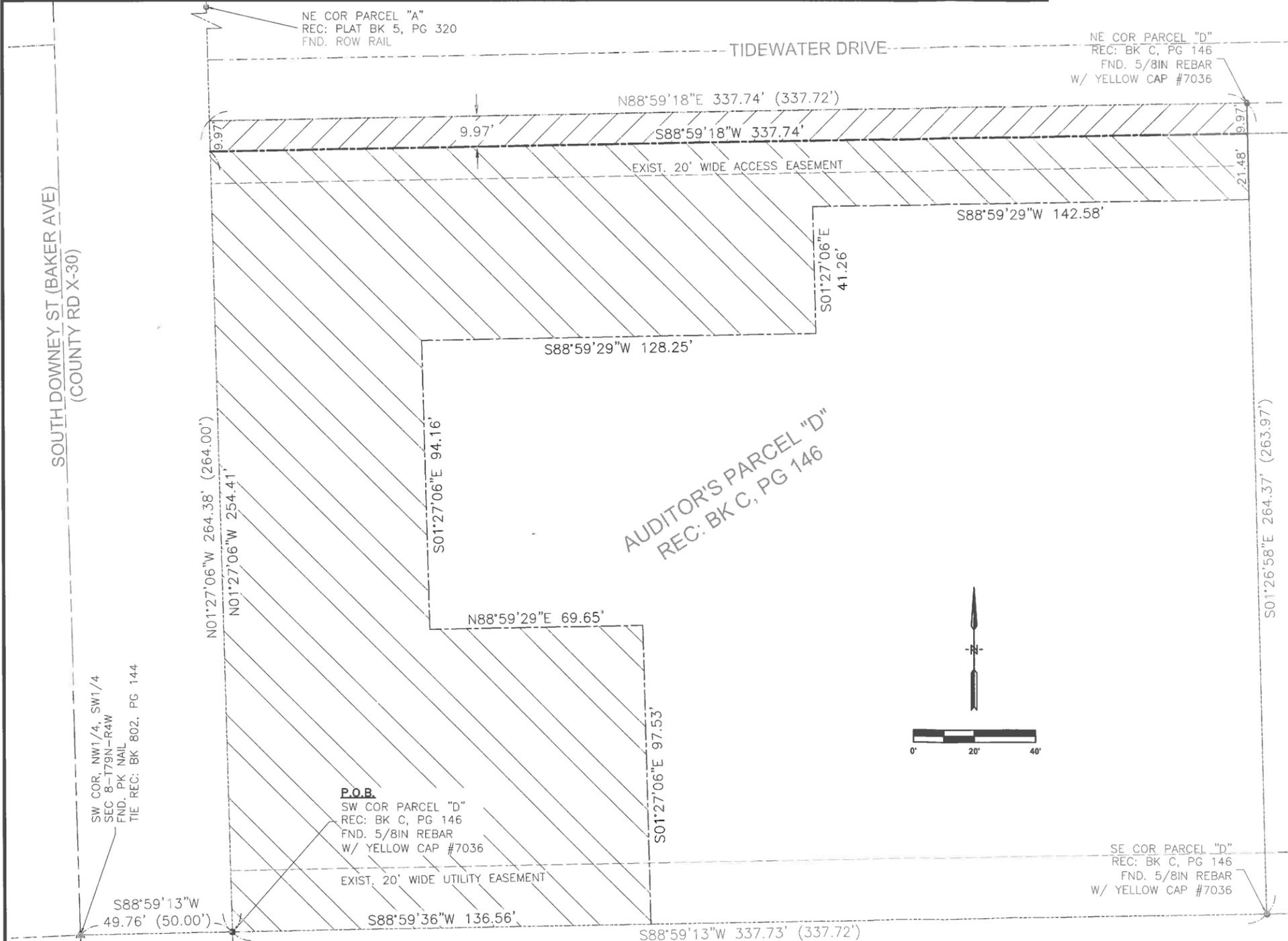
**EXHIBIT "A" – Form of Perpetual and Temporary Construction Easement**

PLOTTED: Wednesday, May 06, 2015 10:59:11 AM

# PERPETUAL EASEMENT

## ROADWAY, SIDEWALK, AND PUBLIC UTILITY EASEMENT CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

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



### Perpetual Easement Description

A perpetual Roadway, Sidewalk and Public Utility Easement located in Auditor's Parcel "D" in the Southwest Quarter of Section 8, Township 79 North, Range 4 West of the 5th P.M.; City of West Branch, Cedar County, Iowa as recorded in Book C, Page 146 of the Cedar County Records, being more particularly described as;

The North 9.97 feet of said Auditor's Parcel "D", adjacent and parallel to the South Right of Way of Tidewater Drive. Containing 5,456 Square Feet more or less.

### Temporary Easement Description

A temporary construction Easement located in said Auditor's Parcel "D" in the Southwest Quarter of Section 8, Township 79 North, Range 4 West of the 5th P.M.; City of West Branch, Cedar County, Iowa as recorded in Book C, Page 146 of the Cedar County Records, being more particularly described as:

Beginning at the Southwest Corner of said Auditor's Parcel "D", said point labeled as P.O.B.; thence N01°27'06"W, 254.41 feet along the West line of said Auditor's Parcel "D" to the South line of previously described perpetual easement; thence N88°59'18"E, 337.74 feet along the South line of previously described perpetual easement to the East line of said Auditor's Parcel "D"; thence S01°26'58"E, 21.48 feet along the East line of said Auditor's Parcel "D"; thence S88°59'29"W, 142.58 feet; thence S01°27'06"E, 41.26 feet; thence S88°59'29"W, 128.25 feet; thence S01°27'06"E, 94.16 feet; thence N88°59'29"E, 69.65 feet; thence S01°27'06"E, 97.53 feet to the South line of said Auditor's Parcel "D"; thence S88°59'36"W, 136.56 feet along the South line of said Auditor's Parcel "D" to the Point of Beginning. Containing 34,920 Square Feet more or less.

### LEGEND

- ▲ FOUND SECTION CORNER AS NOTED
- FOUND PROPERTY CORNER AS NOTED
- ▨ PERPETUAL EASEMENT 3,367 SQUARE FEET
- ▩ TEMPORARY EASEMENT 34,920 SQUARE FEET
- ( ) RECORD DISTANCE OR BEARING
- ROW LINE
- PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- ROAD CENTERLINE

DATE SURVEYED 3-17-2015

PROPRIETOR: SHREE JALARAM HOSPITALITY INC  
SURVEY PREPARED FOR: CITY OF WEST BRANCH, IOWA

DATE	REVISIONS	SCALE	AS NOTED
5-6-2015	LEY Review	DRAWN	BCT
		CHECKED	ALG
		APPROVED	DRS
		DATE	3-24-2015
		ISSUED FOR	

**VERIFY SCALE**  
BAR IS ONE INCH ON ORIGINAL DRAWING.  
0 1"  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



Tidewater Intersection Improvements  
City of West Branch, Iowa  
860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565  
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

Perpetual Roadway, Sidewalk and  
Public Utility Easement  
Temporary Construction Easement

DWG. NO.  
PE-01  
69  
368114

X-REFS: Aerial  
FILE PATH:

**PARTIAL ACQUISITION AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between **Cole KG West Branch, IA, LLC**, 2325 E. Camelback Rd, Suite 1100, Phoenix, AZ 85016, hereinafter referred to as “GRANTOR”; and the **City of West Branch, Iowa**, 110 N. Poplar Street, West Branch, Iowa 52358, hereinafter referred to as “CITY.”

WHEREAS, the CITY is undertaking an Urban Renewal Project to make certain improvements to S. Downey Street and Tidewater Drive in the CITY (hereafter the “Project”); and

WHEREAS, GRANTOR owns that certain real property generally referred to as 620 S. Downey Street, West Branch, Iowa, which is doing business as “Kum & Go”; and

WHEREAS, the CITY desires to construct a sidewalk and street improvements across the GRANTOR’s Property; and

WHEREAS, GRANTOR agrees to convey to the CITY a piece of its Property in exchange for the construction of the Project by the CITY under the terms and conditions outlined below.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. GRANTOR agrees to sell and furnish to CITY an Easement furnished by the CITY, attached hereto as Exhibit “A” , and incorporated herein by this reference (the “Parcel”). All costs associated with the payment of transfer taxes, abstracting and recording shall be the sole expense of the CITY.
2. CITY expressly agrees to construct the Project on the Parcel in accordance with the plans agreed to among the parties.
3. CITY agrees that access shall be maintained to the Property at all times during the construction of the Project.
4. CITY expressly agrees that the CITY will not assess any of the costs of the Project against the Property in exchange for the conveyance of the Parcel to the CITY.

5. GRANTOR acknowledges that possession of the Property is the essence of this Agreement and the GRANTOR does hereby grant the CITY immediate possession of said Property.

6. GRANTOR states that the GRANTOR is the lawful owner of certain real estate generally described in Exhibit "A" attached to this Agreement.

7. That the GRANTOR states and warrants that there is no known well, solid waste disposal site, hazardous substances, or underground storage tanks on the premises described and sought herein.

8. That this written Partial Acquisition Agreement is intended to set forth all of the commitments, responsibilities and obligations as between the GRANTOR and the CITY in connection with the easement rights granted herein. Accordingly, the terms of this Agreement supersede and replace all prior oral negotiations and written documentation provided to facilitate negotiation of the easement rights granted herein, specifically including without limitation, the terms and provisions of that certain partial acquisition contract that pertain to the easement rights granted via this Agreement.

CITY OF WEST BRANCH:

\_\_\_\_\_  
Mark Worrell, Mayor

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

**STATE OF IOWA, COUNTY OF CEDAR, ss:**

On this \_\_\_\_ day of \_\_\_\_\_, 2015, 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

SIGNATURE PAGE FOR COLE KG WEST BRANCH IA, LLC

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

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

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, this instrument was acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ of the Cole KG West Branch IA, LLC.

\_\_\_\_\_  
Notary Public, State of Iowa  
My commission expires:

Prepared by: Kevin D. Olson, 1400 5<sup>th</sup> Street, Coralville, IA 52241, (319)351-2277.  
Return to: City of West Branch, Iowa, 110 Poplar, West Branch, Iowa 52358

**PERPETUAL ROADWAY, SIDEWALK AND PUBLIC UTILITY  
EASEMENT  
AND  
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS AGREEMENT made and entered into by and between **Cole KG of West Branch, LLC**, hereinafter collectively referred to as “GRANTOR,” and the **City of West Branch, Iowa**, a municipal corporation, 110 Poplar, West Branch, Iowa 52358, hereinafter referred to as “CITY.”

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

1. THAT UNDERSIGNED GRANTOR states that GRANTOR is the lawful possessor of certain real estate described in Exhibit “A” attached to this Agreement and by this made a part hereof, and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTOR hereby grants and conveys to the CITY an exclusive **perpetual easement** for the purposes of constructing, operating, maintaining, using and reconstructing roadway, sidewalk, sanitary sewer mains, water mains and storm water main improvements, and the removing and constructing of driveway connections to S. Downey Street (the “Utility Installation”) in the easement area described in Exhibit “A” hereto in connection with that certain improvement project heretofore referred to as the “City of West Branch Tidewater Drive Improvements Project.” The

exclusivity of the foregoing easement shall not be deemed to preclude other subsurface utility easements so long as the installation or presence of such utilities do not interfere with the right granted.

3. That GRANTOR hereby covenants that GRANTOR is lawfully seized and possessed, and is the owner of real estate described above, and that GRANTOR has a good and lawful right to convey this easement.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and reconstruction of the Utility Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as prior to construction which may include but not be limited to sodding, seeding, and any replacement of topsoil, driveway, sidewalk or parking lot involved.
5. That CITY shall have the right to trim and remove all trees and bushes which may interfere with the exercise of the CITY's rights pursuant to this easement.
6. That City shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to GRANTOR.
7. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that GRANTOR shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said easement without consent of CITY, which consent shall not be unreasonably withheld.
8. That CITY agrees to promptly repair any damages within the areas subject to the easement, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable, given the Perpetual Roadway, Sidewalk and Public Utility easement.
9. Without limiting the generality of the preceding provisions of this Agreement, GRANTOR does hereby further convey herein to CITY an exclusive **temporary construction easement** for the purpose of constructing the Utility Installation. Further, said temporary construction easement shall automatically terminate and become non-existent after completion of initial construction of the Utility installation and acceptance by CITY thereof.
10. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY.

11. That GRANTOR acknowledges that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.
12. That CITY will be responsible for any necessary abstracting and recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
13. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding that CITY has complete and absolute sole ownership, use and control of the Utility Installation to be located in the Perpetual Easement Area.
14. That this written Perpetual Roadway, Sidewalk and Public Utility Easement and Temporary Construction Easement Agreement constitutes the entire agreement between GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Cole KG West Branch, LLC:**

**CITY OF WEST BRANCH:**

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

\_\_\_\_\_  
Mark Worrell, Mayor

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

**ATTEST:**

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

**STATE OF IOWA, COUNTY OF CEDAR, ss:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Mark Worrell and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Mark Worrell and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**STATE OF IOWA, COUNTY OF CEDAR, ss:**

This document was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ as \_\_\_\_\_ of Cole KG West Branch, LLC.

\_\_\_\_\_  
Notary Public in and for the State

PLOTTED: Wednesday, May 06, 2015 11:19:59 AM

# PERPETUAL EASEMENT

## ROADWAY, SIDEWALK, AND PUBLIC UTILITY EASEMENT CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

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



### Perpetual Easement Description

A perpetual Roadway, Sidewalk and Public Utility Easement located in Auditor's Parcel "E" in the Southeast Quarter of Section 7, Township 79 North, Range 4 West of the 5th P.M.; City of West Branch, Cedar County, Iowa as recorded in Book D, Page 187 of the Cedar County Records, being more particularly described as;

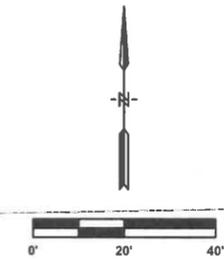
The South 60.00 feet of said Auditor's Parcel "E", also being an existing Ingress - Egress Easement recorded in Book D, Page 187 and Book F, Page 13 of the Cedar County Records. Containing 15,012 Square Feet more or less.

### LEGEND

- FOUND SECTION CORNER AS NOTED
- FOUND PROPERTY CORNER AS NOTED
- PERPETUAL EASEMENT 15,012 SQUARE FEET
- RECORD DISTANCE OR BEARING
- ROW LINE
- PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- ROAD CENTERLINE

DATE SURVEYED 3-17-2015

PROPRIETOR: COLE KG WEST BRANCH IA LLC  
SURVEY PREPARED FOR: CITY OF WEST BRANCH, IOWA



DATE	REVISIONS	SCALE	AS NOTED
5-6-2015	LEY Review	DRAWN	BCT
		CHECKED	ALG
		APPROVED	DRS
		DATE	3-10-2015
		ISSUED FOR	

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



Tidewater Intersection Improvements  
City of West Branch, Iowa

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

Perpetual Roadway, Sidewalk and  
Public Utility Easement  
for the City of West Branch, Iowa

DWG. NO.
PE-02
PROJECT 368114

Prepared by and return to: Kevin D. Olson, City Attorney, 1400 5<sup>th</sup> Street, Coralville, IA 52241, (319) 351-2277.

## **PERPETUAL STORM SEWER EASEMENT**

THIS AGREEMENT, made and entered into by and between **Lawrence E. Lynch and Amy Kessler Lynch**, husband and wife, hereinafter referred to as "GRANTORS," and the **City of West Branch, Iowa**, a municipal corporation, 110 N. Poplar Street, West Branch, Iowa 52358, hereinafter referred to as "CITY."

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

1. THAT UNDERSIGNED GRANTORS state that GRANTORS are the lawful possessors of certain real estate described in Exhibit "A" attached to this Agreement and by this reference made a part hereof; and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTORS hereby grant and convey to the CITY an exclusive perpetual easement for the purposes of constructing, operating, maintaining, repairing, using and reconstructing storm sewer improvements (the "Utility Installation") in the easement area described in Exhibit "A."
3. That GRANTORS hereby covenant that GRANTORS are lawfully seized, possessed, and are the owners of the real estate described above, and that GRANTORS have a good and lawful right to convey this easement.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and reconstruction of the Utility Installation in the easement area.
5. That CITY shall have the right to trim and remove all trees and bushes which may interfere with the exercise of the CITY'S rights pursuant to this easement; however, if valuable timber is to be removed, it may be timely claimed as the property of the GRANTORS and promptly removed.

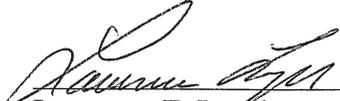
6. That CITY shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to the GRANTORS.
7. That GRANTORS reserve the right to use the above-described real estate for purposes which shall not interfere with the CITY'S or public's full enjoyment of the rights granted in this easement; provided, however, that the GRANTORS shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTORS allow or cause any substantial fill or cut over said easement without the consent of CITY, which consent shall not be unreasonably withheld.
8. That CITY agrees to promptly repair any damages within the areas subject to the easement, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable.
9. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights by the CITY, except for loss which may be occasioned by a diminution in business or personal use during the temporary use of the area for construction, repairs, maintenance and/or reconstruction in the easement area.
10. That GRANTORS represent and warrant that, to the best of their knowledge, there is no well, solid waste disposal site, underground storage tanks, nor any substance, material, waste, gas or particulate matter, nor any other similar hazardous conditions adversely affecting the environment in on or under the area of the easement described and sought herein.
11. That GRANTORS acknowledge that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTORS do hereby grant the CITY immediate possession of said real property.
12. That CITY will be responsible for any necessary abstracting and recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
13. That provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding that CITY has complete and absolute sole ownership, use and control of the Utility Installation to be located in the perpetual easement area.
16. That this written Perpetual Storm Sewer Easement Agreement constitutes the entire agreement between GRANTORS and CITY and there is no agreement to do or not to do

any act or deed except as specifically provided herein.

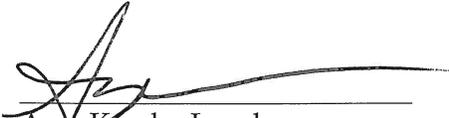
Dated this 20<sup>th</sup> day of May, 2015.

**GRANTORS:**

**CITY OF WEST BRANCH:**

  
\_\_\_\_\_  
Lawrence E. Lynch

\_\_\_\_\_  
Mark Worrell, Mayor

  
\_\_\_\_\_  
Amy Kessler Lynch

**ATTEST:**

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

**STATE OF IOWA, CEDAR COUNTY, ss:**

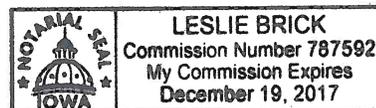
On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Worrell and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West 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.

\_\_\_\_\_  
A Notary Public in and for the

**STATE OF IOWA, CEDAR COUNTY, ss:**

This instrument was acknowledged on this 20<sup>th</sup> day of May, 2015 by Lawrence E. Lynch and Amy Kessler Lynch, husband and wife.

  
\_\_\_\_\_  
Notary Public



# STORM SEWER EASEMENT

## CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

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

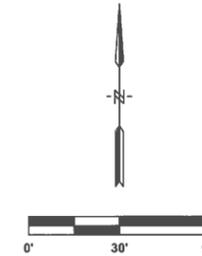
PLOTTED: Wednesday, May 06, 2015 11:48:26 AM



### Legal Description

A 16 foot wide perpetual storm sewer easement located in that part of the Northeast Quarter of the Southeast Quarter of Section 7, Township 79 North, Range 4 West of the 5th Principal Meridian, in the City of West Branch, Cedar County, Iowa as conveyed to the owner(s) in Deed Book 940, Page 125-126, of the Cedar County Records, centerline being more particularly described as;

Commencing at the Northeast corner of the South 289 feet of the East 339.4 feet of the Northeast Quarter of the Southeast Quarter of said Section 7 as conveyed to the owner(s) in Deed Book 940, Page 125-126; thence S87°10'09\"W, 49.90 feet to the West Right-of-Way of County Road X-30; thence S01°28'57\"E, 41.85 feet along said West Right-of-Way to the Point of Beginning, also being the centerline of the 16 foot wide perpetual storm sewer easement; thence N79°28'15\"W, 82.79 feet to the Point of Termination, also being a point on the South Line of an un-recorded Acquisition Plat for Right-of-Way in the South 289 feet of the East 339.4 feet of the Northeast Quarter of the Southeast Quarter of said Section 7 as conveyed to the owner(s) in Deed Book 940, Page 125-126. Containing 1,325 Square Feet, more or less.



### LEGEND

- FOUND SECTION CORNER AS NOTED
- FOUND PROPERTY CORNER AS NOTED
- SET 1/2\" REBAR WITH PLASTIC RED CAP #21644, UNLESS OTHERWISE NOTED
- RECORD DISTANCE OR BEARING
- PERPETUAL STORM SEWER EASEMENT
- SURVEY BOUNDARY
- ROW LINE
- PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- ROAD CENTERLINE

PROPRIETOR: LAWRENCE E. LYNCH & AMY KESSLER LYNCH  
 PREPARED FOR: CITY OF WEST BRANCH, IOWA

DATE	REVISIONS	SCALE	AS NOTED
5-6-2015	LEY Review	DRAWN	BCT
		CHECKED	ALG
		APPROVED	DRS
		DATE	5-1-2015
		ISSUED FOR	

**VERIFY SCALE**  
 BAR IS ONE INCH ON ORIGINAL DRAWING.  
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



**Tidewater Intersection Improvements**  
 City of West Branch, Iowa

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

**Perpetual Storm Sewer Easement**  
 City of West Branch, Iowa

DWG. NO.
PE-03

X-REFS:  
FILE PATH:

## **WARRANTY DEED**

THE IOWA STATE BAR ASSOCIATION  
Official Form No. 335  
**Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

Kevin D. Olson, 1400 5th Street, Coralville, IA 52241, Phone: (319) 351-2277

**Taxpayer Information:** (name and complete address)

City of West Branch  
110 N. Poplar  
West Branch, Iowa 52358

**Return Document To:** (name and complete address)

City of West Branch  
110 N. Poplar  
West Branch, Iowa 52358

**Grantors:**

Haub Properties LLC

**Grantees:**

City of West Branch, Iowa, a municipal corporation

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**

## Warranty Deed

For the consideration of Ten Dollar(s) and other valuable consideration, Haub Properties LLC, does hereby Convey to City of West Branch, Iowa, a municipal corporation the following described real estate in CEDAR County, Iowa:

That part of Lot 1, Lacina Subdivision, West Branch, Iowa, according to that certain Acquisition Plat thereof recorded in Plat Book \_\_\_\_ at page \_\_\_\_, Records of the Cedar County Recorder.

The consideration is less than \$500.00, so the Grantor is exempt from the filing of a declaration of value or groundwater hazard statement.

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: 7/7/15

By  \_\_\_\_\_

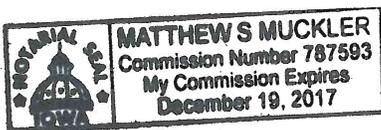
Dan Haub, Manager

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on July 7, 2015, by Dan Haub as Manager of Haub Properties LLC.

 \_\_\_\_\_

Notary Public



# ACQUISITION PLAT

FOR PUBLIC RIGHT-OF-WAY  
CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

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

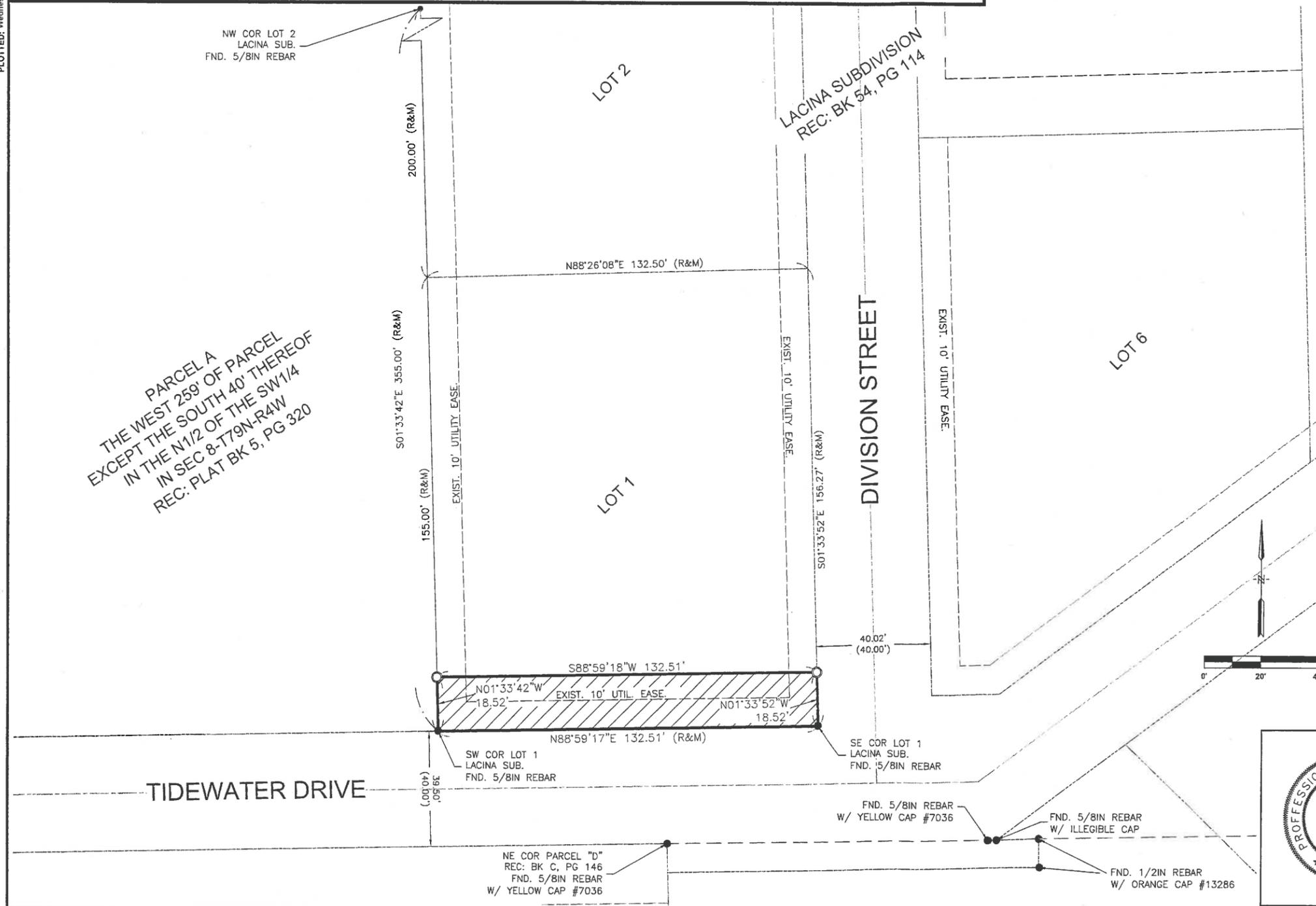
PLOTTED: Wednesday, May 06, 2015 1:08:56 AM

**Legal Description**

Acquisition of public right-of-way located in Lot 1, Lacina Subdivision, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Book 54, Page 114, of the Cedar County Records, being more particularly described as;

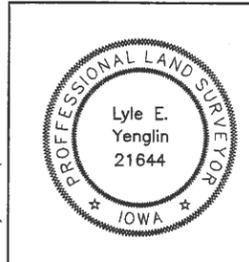
The South 18.52 feet of said Lot 1. Containing 2453.60 Square Feet, 0.06 Acres, more or less.

PARCEL A  
THE WEST 259' OF PARCEL  
EXCEPT THE SOUTH 40' THEREOF  
IN THE N1/2 OF THE SW1/4  
IN SEC 8-T79N-R4W  
REC: PLAT BK 5, PG 320



- LEGEND**
- ▲ FOUND SECTION CORNER AS NOTED
  - FOUND PROPERTY CORNER AS NOTED
  - SET 1/2" REBAR WITH PLASTIC RED CAP #21644, UNLESS OTHERWISE NOTED
  - ( ) RECORD DISTANCE OR BEARING
  - SURVEY BOUNDARY
  - - - ROW LINE
  - PROPERTY LINE
  - SECTION LINE
  - - - EASEMENT LINE
  - - - ROAD CENTERLINE

DATE SURVEYED 3-17-2015  
PROPRIETOR: DALE E. LYNCH REVOCABLE TRUST  
SURVEY PREPARED FOR: CITY OF WEST BRANCH, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Lyle E. Yenglin* 5/7/2015  
Lyle E. Yenglin Date  
License Number 21644  
My license renewal date is December 31, 2016  
Pages or sheets covered by this seal: ALL

DATE	REVISIONS	SCALE	AS NOTED
5-6-2015	LEY Review	DRAWN	BCT
		CHECKED	ALG
		APPROVED	DRS
		DATE	2-24-2015
		ISSUED FOR	

**VERIFY SCALE**  
BAR IS ONE INCH ON ORIGINAL DRAWING.  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



Tidewater Intersection Improvements  
City of West Branch, Iowa

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

Exhibit for Property Acquisition  
for R.O.W. and Road Reconstruction

DWG. NO.  
AP-02  
PROJECT 84

X-REFS:  
FILE PATH:

## **WARRANTY DEED**

THE IOWA STATE BAR ASSOCIATION  
Official Form No. 335  
**Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)  
Kevin D. Olson, 1400 5th Street, Coralville, IA 52241, Phone: (319) 351-2277

**Taxpayer Information:** (name and complete address)  
City of West Branch  
110 N. Poplar  
West Branch, Iowa 52358

**Return Document To:** (name and complete address)  
City of West Branch  
110 N. Poplar  
West Branch, Iowa 52358

**Grantors:**  
Duane Hollingsworth  
Clifford Pool

**Grantees:**  
City of West Branch, Iowa, a municipal corporation

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**

## Warranty Deed

For the consideration of Ten Dollar(s) and other valuable consideration, Clifford A. Pool and Shelly E. Pool, husband and wife and Duane L. Hollingsworth and Jennifer L. Hollingsworth, husband and wife, do hereby Convey to City of West Branch, Iowa, a municipal corporation the following described real estate in CEDAR County, Iowa:

That part of Lot 6, Lacina Subdivision, West Branch, Iowa, according to that certain Acquisition Plat thereof recorded in Plat Book \_\_\_\_ at page \_\_\_\_, Records of the Cedar County Recorder.

The consideration is less than \$500.00, so the Grantor is exempt from the filing of a declaration of value or groundwater hazard statement.

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Duane L. Hollingsworth

\_\_\_\_\_  
Jennifer L. Hollingsworth

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on \_\_\_\_\_,  
2015, by Duane L. Hollingsworth and Jennifer L. Hollingsworth, as husband and wife.

\_\_\_\_\_  
Notary Public

Clifford A. Pool  
Clifford A. Pool

Shelly E. Pool  
Shelly E. Pool

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on 07/22/15,  
2015, by Clifford A. Pool and Shelly E. Pool, as husband and wife.

Matthew S Muckler

Notary Public

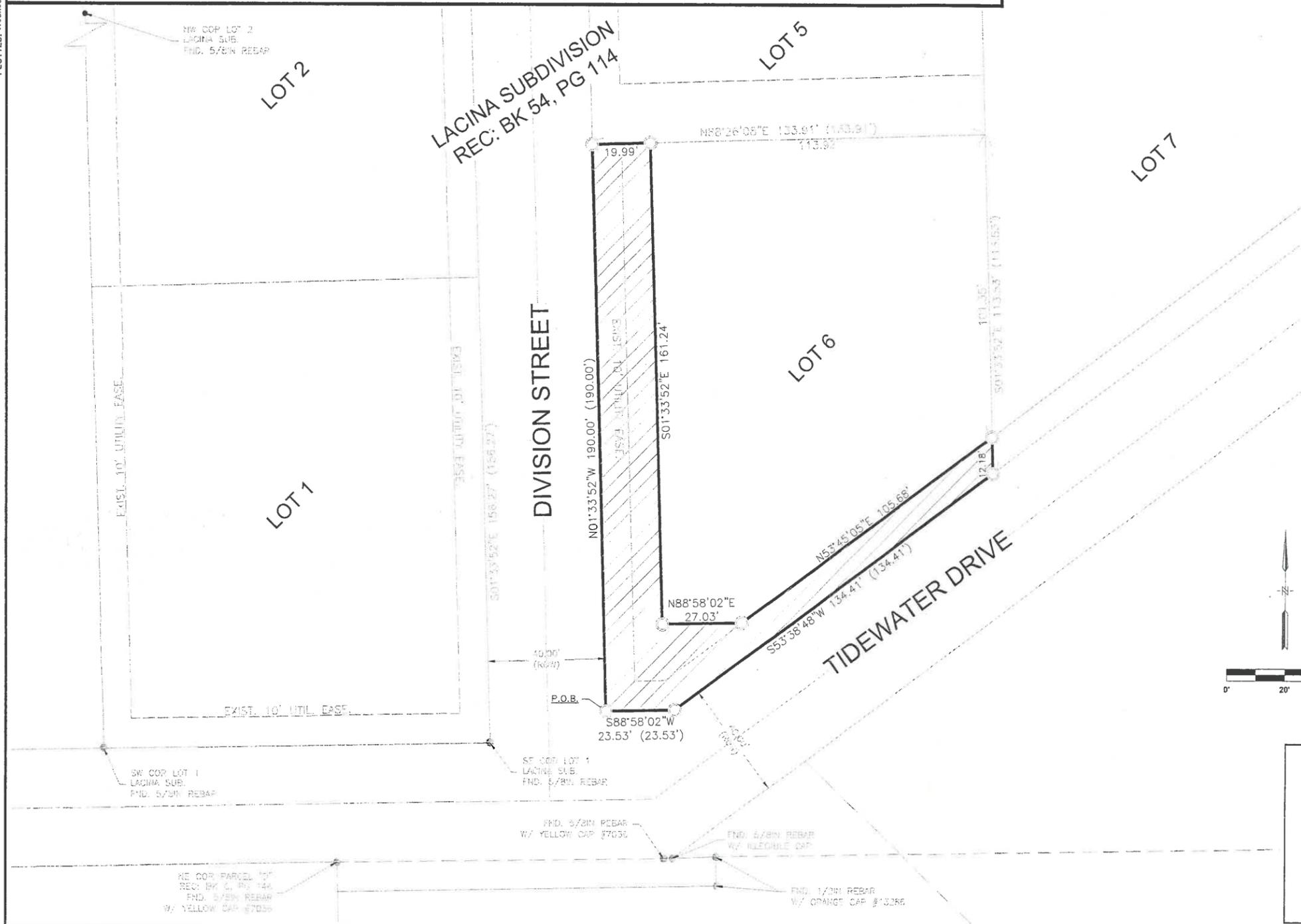


PLOTTED: Wednesday, May 06, 2015 11:54:19 AM

# ACQUISITION PLAT

FOR PUBLIC RIGHT-OF-WAY  
CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

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



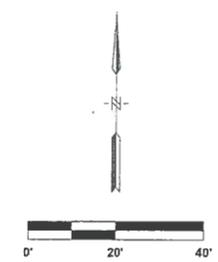
Legal Description

Acquisition of public right-of-way located in Lot 6, Lacina Subdivision, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Book 54, Page 114-130, of the Cedar County Records, being more particularly described as;

Beginning at the Southwest corner of said Lot 6; thence N01°33'52"W, 190.00 feet along the West line of said Lot 6 to the Northwest corner of said Lot 6; thence N88°26'08"E, 19.99 feet along the North Line of said Lot 6; thence S01°33'52"E, 161.24 feet; thence N88°58'02"E, 27.03 feet; thence N53°45'05"E, 105.68 feet to the East line of said Lot 6; thence S01°33'52"E, 12.18 feet along the East line of said Lot 6 to the Southeasterly corner of said Lot 6; thence S53°38'48"W, 134.41 feet along the Southerly line of said Lot 6; thence S88°58'02"W, 23.53 feet along the Southerly line of said Lot 6 to the Point of Beginning. Containing 5,455.90 Square Feet, 0.13 Acres, more or less.

LEGEND

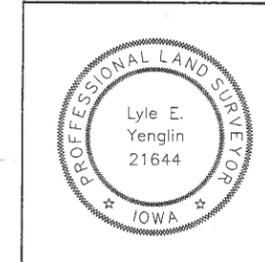
- ▲ FOUND SECTION CORNER AS NOTED
- FOUND PROPERTY CORNER AS NOTED
- SET 1/2" REBAR WITH PLASTIC RED CAP #21644, UNLESS OTHERWISE NOTED
- ( ) RECORD DISTANCE OR BEARING
- SURVEY BOUNDARY
- - - ROW LINE
- PROPERTY LINE
- SECTION LINE
- - - EASEMENT LINE
- - - ROAD CENTERLINE



DATE SURVEYED 3-17-2015

PROPRIETOR: CLIFFORD POOL & DUANE L HOLLINGSWORTH

SURVEY PREPARED FOR: CITY OF WEST BRANCH, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Lyle E. Yenclin *[Signature]* 5/7/2015  
Date  
License Number 21644  
My license renewal date is December 31, 2016  
Pages or sheets covered by this seal: ALL

DATE	REVISIONS	SCALE	AS NOTED
5-6-2015	LEY Review	DRAWN	BCT
		CHECKED	ALG
		APPROVED	DRS
		DATE	3-24-2015
		ISSUED FOR	

**VERIFY SCALE**  
BAR IS ONE INCH ON ORIGINAL DRAWING.  
0 1"  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



Tidewater Intersection Improvements  
City of West Branch, Iowa  
860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565  
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

Exhibit for Property Acquisition  
for R.O.W. and Road Reconstruction

DWG. NO.  
AP-03  
PROJECT 88 368114

X-REFS:  
FILE PATH:

## **WARRANTY DEED**

THE IOWA STATE BAR ASSOCIATION  
Official Form No. 335  
**Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

Kevin D. Olson, 1400 5th Street, Coralville, IA 52241, Phone: (319) 351-2277

**Taxpayer Information:** (name and complete address)

City of West Branch  
110 N. Poplar  
West Branch, Iowa 52358

**Return Document To:** (name and complete address)

City of West Branch  
110 N. Poplar  
West Branch, Iowa 52358

**Grantors:**

Lawrence E. Lynch and Amy Kessler Lynch

**Grantees:**

City of West Branch, Iowa, a municipal corporation

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**

## Warranty Deed

For the consideration of Ten Dollar(s) and other valuable consideration, Lawrence E. Lynch and Amy Kessler Lynch, husband and wife, hereinafter referred to as "GRANTORS," does hereby Convey to City of West Branch, Iowa, a municipal corporation the following described real estate in CEDAR County, Iowa:

That part of the NE1/4 SE ¼ of Section 7, Township 79 North, Range 4 West of the 5<sup>th</sup> P.M., in the City of West Branch, Cedar County, Iowa, as conveyed to the owner in Deed Book 940, Page 125-126 of the Cedar County Records, according to that certain Acquisition Plat thereof recorded in Plat Book \_\_\_\_ at page \_\_\_\_, Records of the Cedar County Recorder.

The consideration is less than \$500.00, so the Grantors are exempt from the filing of a declaration of value or groundwater hazard statement.

The Grantors hereby covenant with grantees, and successors in interest, that they hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: May 20, 2015



Lawrence E. Lynch



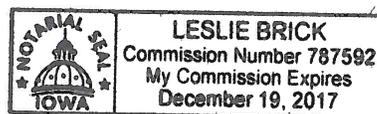
Amy Kessler Lynch

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on May 20, 2015, 2015, by Lawrence E. Lynch and Amy Kessler Lynch, husband and wife.



Notary Public



# ACQUISITION PLAT

## FOR PUBLIC RIGHT-OF-WAY CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

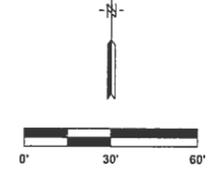
PREPARED BY: LYLE E. YENGLIN - VEENSTRA & KIMM INC. - 860 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1565 - (319) 466-1000



### Legal Description

Acquisition of public right-of-way located in that part of the Northeast Quarter of the Southeast Quarter of Section 7, Township 79 North, Range 4 West of the 5th Principal Meridian, in the City of West Branch, Cedar County, Iowa as conveyed to the owner(s) in Deed Book 940, Page 125-126, of the Cedar County Records, being more particularly described as;

Commencing at the Northeast corner of the South 289 feet of the East 339.4 feet of the Northeast Quarter of the Southeast Quarter of said Section 7 as conveyed to the owner(s) in Deed Book 940, Page 125-126; thence S87°10'09\"W, 49.90 feet to the Point of Beginning; thence S01°28'07\"E, 22.72 feet along the West Right of Way of Cedar County Road X-30 (South Downey Street); thence S87°10'09\"W, 158.01 feet; thence N87°52'41\"W, 131.81 feet to the West line of the South 289 feet of the East 339.4 feet of the Northeast Quarter of said Section 7; thence N01°28'57\"W, 11.31 feet along the West line of the South 289 feet of the East 339.4 feet of the Northeast Quarter of said Section 7 to the Northwest corner of the South 289 feet of the East 339.4 feet of the Northeast Quarter of the Southeast Quarter of said Section 7 also being a point on the South line of a 60' wide Ingress / Egress Easement as recorded in Book F, Page 13; thence N87°10'09\"E, 289.59 feet along the South line of said Ingress / Egress Easement to the Point of Beginning. Containing 5,833.50 Square Feet, 0.13 Acres, more or less.



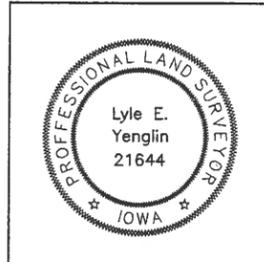
### LEGEND

- ▲ FOUND SECTION CORNER AS NOTED
- FOUND PROPERTY CORNER AS NOTED
- SET 1/2\" REBAR WITH PLASTIC RED CAP #21644, UNLESS OTHERWISE NOTED
- ( ) RECORD DISTANCE OR BEARING
- SURVEY BOUNDARY
- - - ROW LINE
- PROPERTY LINE
- SECTION LINE
- - - EASEMENT LINE
- - - ROAD CENTERLINE

DATE SURVEYED 3-17-2015

PROPRIETOR: LAWRENCE E. LYNCH & AMY KESSLER LYNCH

SURVEY PREPARED FOR: CITY OF WEST BRANCH, IOWA



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Lyle E. Yenclin* 5/7/2015  
Date

Lyle E. Yenclin  
License Number 21644  
My license renewal date is December 31, 2016  
Pages or sheets covered by this seal: ALL

PLOTTED: Wednesday, May 06, 2015 11:51:36 AM

X-REFS: Kum and Go Acquisition Plat & Acquisition Plat & Felids Design Translated 2014-2-26 & 368114 Topo  
FILE PATH:

DATE	REVISIONS	SCALE	AS NOTED
5-6-2015	LEY Review	DRAWN	BCT
		CHECKED	ALG
		APPROVED	DRS
		DATE	2-24-2015
		ISSUED FOR	

VERIFY SCALE	SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.	AS NOTED
0 1"	
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	



Tidewater Intersection Improvements  
City of West Branch, Iowa

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

Exhibit for Property Acquisition  
for R.O.W. and Road Reconstruction

DWG. NO.
AP-05
PROJECT <b>91</b> 368114

**NOTICE OF THE WEST BRANCH CITY COUNCIL’S INTENTION TO APPOINT A REPLACEMENT FOR THE VACATED MAYOR’S POSITION.**

YOU ARE HEREBY NOTIFIED that, pursuant to Section 372.13 of the Code of Iowa, that it is the intention of the City Council of the City of West Branch, Iowa, to appoint Roger Laughlin as a replacement for the remaining term of the Mayor position that was vacated by the death of the duly elected Mayor Mark Worrell beginning August 17, 2015.

YOU ARE HEREBY FURTHER NOTIFIED that if within 14 days of the date of this notice, or the date of the appointment of the replacement Mayor by the City Council, whichever is later, that the eligible electors of the City of West Branch can file a petition with the West Branch City Clerk to replace the vacated Mayor’s seat by special election. If a duly approved petition pursuant to Section 372.13 of the Code of Iowa is filed, the appointment made by the City Council shall be temporary until such special election can be held in accordance with State law.

/s/ \_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1362

RESOLUTION OF INTENT TO APPOINT ROGER LAUGHLIN AS MAYOR  
UNTIL THE REGULAR CITY ELECTIONS.

WHEREAS, the passing of the duly elected Mayor Mark Worrell created an opening in the Mayor's position; and

WHEREAS, pursuant to Section 372.13, the City Council intends to appoint Roger Laughlin as Mayor on August 17, 2015 unless a valid petition is filed to call for a special election within fourteen (14) days of the publication of the notice of appointment; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of West Branch, Cedar County, Iowa, intends to appoint Roger Laughlin as Mayor until the regular City elections.

BE IT FURTHER RESOLVED, that the City Clerk is directed to public notice of appointment in the West Branch Times no later than 14 days prior to August 17, 2015.

Passed and approved this 3<sup>rd</sup> day of August, 2015.

---

Colton Miller, Mayor Pro Tem

ATTEST:

---

Matt Muckler, City Administrator/Clerk

# *City of West Branch*

~A Heritage for Success~

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## Planning & Zoning Commission

July 26, 2015

Dear Members of the City Council:

It has been my pleasure to serve the West Branch Community as a member of the Planning & Zoning Commission. Please accept this letter as my resignation from the Planning & Zoning Commission. At this time, I would like to step aside and allow another community member to contribute to the important work of this commission.

Sincerely,

Roger Laughlin

**City of West Branch  
Advisory Board/Commission  
Application Form**

---

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of West Branch.

When a vacancy occurs an announcement of that vacancy will be posted. No sooner than two weeks later the Mayor and City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

---

Name of Board or Commission: Planning and Zoning Date: 7/22/2015

Your Name: Elizabeth Seiberling Street Address: 211 N. 5th St., West Branch, IA

Do you live within the corporate limits of West Branch?  Yes  No

How long have you been a resident of West Branch? 1.5 years

Occupation: Architect Employer: Shive-Hattery

---

***Optional Questions (use back of application if necessary)***

---

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I have worked in the architecture/engineering field for almost 4 years which includes  
interpreting codes and ordinances of various cities and states while providing the necessary design to  
promote safety, function and beauty.

What particular contributions do you feel you can make to this board or commission?

As an Architect, I am trained in and practice the principles of providing health safety and welfare to the  
public as well as function and utility on a daily basis. I can provide an objective viewpoint with those  
principles in mind for the City of West Branch.

---

RESOLUTION NO. 1374

RESOLUTION APPROVING AN AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE WEST BRANCH COMMUNITY SCHOOL DISTRICT AND THE CITY OF WEST BRANCH IOWA REGARDING THE SUMMER LEAGUE BALL PROGRAM

WHEREAS, it is in the best interest of the City of West Branch, Iowa (the “City”) and the West Branch Community School District (the “District”) to have an agreement for the purpose of coordinating the summer league ball program between the two agencies; and

WHEREAS, the City has taken over the summer league ball program; and

WHEREAS, the District and the City entered into a memorandum of understanding on May 5, 2014 to outline the rights and responsibilities of the parties regarding the usage of facilities owned by the District; and

WHEREAS, representatives from the City and School have recently met to provide updates to sections of the agreement that provide district responsibilities and the scheduling of fields; 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 amended memorandum of understanding is hereby approved. Further, the Mayor Pro Tem is directed to execute the agreement on behalf of the City.

Passed and approved this 3rd day of August, 2015.

\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

## AMENDED MEMORANDUM OF UNDERSTANDING

THIS AMENDED MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the West Branch Community School District (the “District”) and the City of West Branch, Iowa (the “City.”)

WHEREAS, the City is taking over the summer league ball program; and

WHEREAS, the District and City desire to enter into this MOU to outline the rights and responsibilities of the parties regarding the usage of facilities owned by the District.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### SECTION I. OWNERSHIP OF FACILITIES AND EQUIPMENT.

**A. District Ownership rights.** The parties expressly agree that the District will retain ownership of the following facilities/equipment:

- Ball diamonds and associated playing surfaces
- Backstops and fences around the ball diamonds
- Buildings, including the concession stand
- Electric light poles, services and meter boxes
- Batting Cages

**B. City Ownership rights.** The parties expressly agree that the City will retain or be granted ownership over the following equipment:

- Lawn tractor and mowers
- Field marking equipment
- Umpiring gear
- Pitching machines
- Batting cage nets and poles
- All youth team equipment in possession of the District at the time of this MOU
- Concession Stand Equipment

## SECTION II. MAINTENANCE OF FACILITIES AND EQUIPMENT

A. **District Responsibilities.** The parties expressly agree that the District will maintain and/or the following item as it pertains to this Agreement.

1. Mowing of the fields.
2. Installation and maintenance of portable restrooms and waste containers.
3. The District will supply lime, field markings and equipment and bill the City to support youth softball and baseball events occurring on school grounds. *Outside organizations (ASA, USSSA...) will continue to contribute to the maintenance, supplies and equipment needs to assist with tournaments and field use.*

B. **City Responsibilities.** The parties expressly agree that the City will maintain and/or supply the following items as it pertains to this Agreement.

1. The City shall rake the fields, and is responsible for the supplying of the tractor, rakes and fuel to accomplish the same.
2. The City will supply and maintain the batting cage nets and poles, pitching machines and related balls and equipment.
3. The City is responsible for grounds cleanup, including the collection of trash and recycling.
4. The City shall maintain and supply the equipment located in the concession stand.

## SECTION III. SCHEDULING OF FIELDS.

The Summer League (City) shall have priority to schedule the boys and girls diamonds from the second week of April each year until the end of the first year of July. Any openings not taken by the City for Summer League may be used by other organizations. NOTE: Youth coaches / non-school affiliated organizations schedule field use through the City. (Melissa Russell, 319-930-0396) Youth coaches and non-school affiliated coaches are expected to inform Mrs. Russell if they do not intend to use a field.

## SECTION IV. ACCOUNTING AND FEES.

### A. **Transfer of existing accounts.**

1. The District transfers to the City the amount of approximately \$3,700.00 which represents the balance held by the District for operating the Summer League. (Summer, 2013)
2. The District will retain approximately \$490.00, which represents to account balance to pay for electricity at the fields. (Summer, 2013)

B. **Annual payment.** On or before April 1<sup>st</sup> of each year, and each year that this Agreement is in place, the City shall pay the amount of \$1,000.00 to reimburse the District for the use of the fields and electricity for the Summer League.

SECTION V. TERM OF THE AGREEMENT.

**A. Original Term of the Agreement.** The parties agree that this Agreement shall be in effect upon the approval of this Agreement by each of the governing bodies of the parties until the end of the Summer League program in July, 2017.

**B. Termination.** Both parties expressly agreement that after the expiration of the original term of the Agreement, this Agreement will continue on a year-to-year basis until such time as either party gives notice of termination to the other party no later than December 31<sup>st</sup> of each year that this Agreement is in place.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

DISTRICT:

CITY:

\_\_\_\_\_  
Kathy Knoop, Board President

\_\_\_\_\_  
\_\_\_\_\_, Mayor / City Rep.

ATTEST:

ATTEST:

\_\_\_\_\_  
Angie Klinkhammer, Board Secretary

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1375

RESOLUTION SETTING A NUISANCE HEARING FOR ROBERT W. LUCASSEN FOR 207 E. GREEN STREET FOR 7:00 P.M. ON AUGUST 17, 2015

WHEREAS, the City of West Branch issued Mr. Robert W. Lucassen a notice to abate or remedy a nuisance located at 207 E. Green Street; and

WHEREAS, Mr. Lucassen has requested a hearing before the West Branch City Council; and

WHEREAS, Section 50.08 provides any person ordered to abate a nuisance a hearing with the Council to determine whether or not a nuisance exists; and

WHEREAS, Section 50.08 states that the hearing will be at a time and place fixed by the Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that a nuisance hearing for Robert W. Lucassen for 207 E. Green Street is hereby set for August 17, 2015 at 7:00 p.m. in the West Branch City Council Chamber located at 110 N. Poplar Street in West Branch, IA.

Passed and approved this 3rd day of August, 2015.

\_\_\_\_\_  
Colton Miller, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Administrator/Clerk

# City of West Branch, Iowa

PO Box 218, West Branch, IA 52358 319-643-5888

## NOTICE TO ABATE OR REMEDY NUISANCE

Date of Complaint: July 15, 2015

Name and Address of Property Owner:

Robert Lucassen  
207 E. Green St  
West Branch, Iowa 52358

This is a Notice to Abate the Nuisance that exists at your property. Pursuant to Chapter 50 & 51 of the West Branch City Code of Ordinances, you are being given notice that a nuisance exists at your property.

1. DESCRIPTION OF NUISANCE: junk vehicles on property

2. LOCATION OF NUISANCE: 207 E. Green Street

3. ACTS NECESSARY TO ABATE THE NUISANCE:  Mow  Remove Junk  Remove Vehicles

Other: \_\_\_\_\_

4. TIME ALLOWED TO ABATE THE NUISANCE: The nuisance will be abated within  5  10  20 days from this notice.

5. ASSESSMENT OF CITY COSTS: If the nuisance or condition is not abated as directed and no request for hearing is made within the time prescribed, the City will abate it and assess the costs against such person. In lieu of abating the nuisance and assessing the cost to a property owner, the City of West Branch may issue a municipal infraction per Chapter 4 of the City Code. Violations carry a penalty up to \$500.00 for the first offense and you will have to appear in court. Subsequent violations carry a penalty up to \$750.00.

6. REQUEST FOR HEARING: Pursuant to City Code Section 50.08 any person ordered to abate a nuisance may have a hearing with the City Council as to whether a nuisance exists. A request for a hearing must be made in writing and delivered to the City Clerk within the time stated in the notice, or it will be conclusively presumed that a nuisance exists and it must be abated as ordered. The hearing will be before the City Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and, if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.

Issued by City of West Branch, Iowa by City Administrator Matt Muckler:

Signed: 

Dated: 7/15/15

## **Nuisances Enumerated**

The following nuisances are addressed within the City Code but do not limit the conditions which may be deemed a nuisance in the City:

- Offensive Smells (Chapter 50)
- Filth or Noisome Substance (Chapter 50)
- Impeding Passage of a Navigable River (Chapter 50)
- Water Pollution (Chapter 50)
- Blocking Public and Private Ways (Chapter 50)
- Billboards (Chapter 50)
- Storing of flammable junk (Chapter 50)
- Air Pollution (Chapter 50)
- Weeds, Brush or Grass over 6 inches (Chapter 50)
- Dutch Elm Disease (Chapter 50)
- Airport Air Space (Chapter 50)
- House of Ill Fame (Chapter 50)
- Junk and Junk Vehicles (Chapter 51)
- Drug Paraphernalia (Chapter 52)
- Storage and Disposal of Solid Waste (Chapter 105)
- Snow and Ice Accumulation on Sidewalks (Chapter 136)
- Obstructing Sidewalks (Chapter 136)
- Trees (Chapter 151)

Robert W. Lucassen  
15850 Downing Rd.  
Waverly, IL 62692  
217-435-3421

July 22, 2015

City of West Branch, Iowa  
PO Box 218  
West Branch, IA 52358  
Attn: Matt Muckler  
VIA email [Matt@westbranchiowa.org](mailto:Matt@westbranchiowa.org)  
Via Fax 319-643-2305

Dear Mr. Muckler:

This letter is to serve as a request for hearing. We received a letter dated July 15th on Monday, July 20, 2015. With only a 5 day notice. Therefore we are formally requesting a hearing. Please respond to this above address with more than 20 days prior notice of the date of said hearing. Thank you for your time and attention to this urgent matter.

Respectfully,

  
Robert W. Lucassen

Sent by Lisa Pierce, daughter of Robert Lucassen  
7/22/15

# *City of West Branch*

~A Heritage for Success~

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Office of the City Administrator

July 26, 2015

Mr. Robert W. Lucassen  
15850 Downing Rd.  
Waverly, IL 62692

Dear Mr. Lucassen:

In your letter dated July 22, 2015, you requested a hearing to dispute a notice to abate the nuisance of junk vehicles on the property that you own at 207 E. Green Street in West Branch, IA per Section 50.08 of the Code of Ordinances of the City of West Branch, Iowa. Your request is granted. A hearing will be scheduled as part of the West Branch City Council's regular meeting of August 17, 2015. The meeting will take place in the West Branch City Council Chamber located at 110 N. Poplar Street in West Branch.

Sincerely,



Matt Muckler  
City Administrator

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110 N. Poplar St. · PO Box 218 · West Branch, Iowa 52358 · Ph. 319-643-5888  
Matt@westbranchiowa.org · Fax 319-643-2305 · www.westbranchiowa.org

RESOLUTION NO. 1376

RESOLUTION APPROVING THE APPOINTMENT OF A SELECTION COMMITTEE FOR THE CONSULTANT SELECTION PROCESS FOR A CITY HIGHWAY BRIDGE PROGRAM PROJECT WITH THE IOWA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of West Branch received a letter from the Iowa Department of Transportation (IDOT) Office of Local Systems dated December 12, 2014 which informed the City that the College Street Bridge ranked high enough on the city bridge candidate list to receive funding for replacement; and

WHEREAS, the City Council approved Resolution 1261 on January 14, 2015 which directed the Mayor to send a letter to the Iowa Department of Transportation confirming the City's acceptance of the funding; and

WHEREAS, the City Staff has since this time provided the Iowa Department of Transportation with Standard Department of Transportation Title VI Assurances; and

WHEREAS, IDOT prepared the official agreement for the purpose of providing partial financing for the replacement of the College Street Bridge; and

WHEREAS, the West Branch City Council approved Resolution 1358 on July 20, 2015 approving the official agreement; and

WHEREAS, the next step on the process is to appoint a consultant selection committee and send those names to IDOT for their review and approval.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the consultant selection committee will be comprised of Cedar County Engineer Rob Fangmann, Mayor Pro Tem Colton Miller, Councilperson Mary Beth Stevenson, Public Works Director Matt Goodale and City Administrator Matt Muckler.

BE IT FURTHER RESOLVED, by the City Council of the City of West Branch, Iowa that the proposed names for the consultant selection committee be sent to IDOT for their approval.

Passed and approved this 3rd day of August, 2015.

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Colton Miller, Mayor Pro Tem

ATTEST:

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Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1379

RESOLUTION APPROVING PARTIAL PAYMENT ESTIMATE NUMBER TWO (FINAL) IN THE AMOUNT OF THE RETAINAGE (\$10,157.01) TO ALL AMERICAN CONCRETE, INC. OF WEST LIBERTY, IA AND ACCEPTING THE WEST BRANCH, IOWA MAIN STREET SIDEWALK – PHASE 2 PROJECT AS SUBSTANTIALLY COMPLETED.

WHEREAS, All American Concrete, Inc. of West Liberty, IA was awarded the construction contract for the West Branch, Iowa Main Street Sidewalk – Phase 2 Project (the “Project”) by the West Branch City Council through the passage of Resolution 1296 on April 20, 2015 in the amount of \$102,285.60; and

WHEREAS, the West Branch City Council subsequently approved Resolution 1334 on May 18, 2015, which approved Change Order No. 1 in the amount of \$854.66 bringing the final contract price to \$103,140.26; and

WHEREAS, Veenstra & Kimm, Inc. has declared that said Project has now been completed in accordance with the drawings and specifications on the Project, based on observations during construction, certification by the material suppliers, testing performed, and an on-site review of the completed construction by Project Engineer Dave Schechinger, P.E.; and

WHEREAS, it is now necessary for the City Council to accept the aforementioned Project as substantially completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, that Partial Payment Estimate Number Two (final) in the amount of the retainage (\$10,157.01) to All American Concrete, Inc. of West Liberty, IA is approved and the West Branch, Oliphant Street Sidewalk – Phase 2 Project is accepted as substantially completed.

\* \* \* \* \*

Passed and approved this 3rd day of August, 2015.

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Colton Miller, Mayor Pro Tem

ATTEST:

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Matt Muckler, City Administrator/Clerk



July 24, 2015

Matt Muckler  
City Administrator  
City of West Branch  
110 Poplar Street  
P.O. Box 218  
West Branch, IA 52358

WEST BRANCH, IOWA  
MAIN STREET SIDEWALK – PHASE 2  
CERTIFICATE OF COMPLETION

Enclosed are two copies of the Certificate of Completion for the project. The final contract price is \$103,140.26. The certificate should be executed by the Mayor after the City Council has approved acceptance of the project.

Please sign both copies of the Certificate of Completion. Forward one copy to our office and keep the other copy for your files.

Partial Payment Estimate No. 2 (final) in the amount of the retainage will be submitted to the City after 31 days has elapsed from the date of acceptance of the project by the City.

Should you have any questions or comments concerning the enclosed information, please contact us at 319-466-1000.

VEENSTRA & KIMM, INC.

Dave Schechinger  
DRS:mmc  
368161  
Enclosure

# CERTIFICATE OF COMPLETION

## MAIN STREET SIDEWALK – PHASE 2 WEST BRANCH, IOWA

July 23, 2015

We hereby certify that we have made an on-site review of the completed construction of the **Main Street Sidewalk – Phase 2** under the Contract as performed by All American Concrete, Inc. of West Liberty, Iowa.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is One Hundred Three Thousand One Hundred Forty and 26/100 Dollars (\$103,140.26).

**VEENSTRA & KIMM, INC.**

Accepted: **CITY OF WEST BRANCH, IOWA**

By  \_\_\_\_\_

By \_\_\_\_\_

Title Project Engineer

Title Mayor

Date July 24, 2015

Date \_\_\_\_\_

**Michael L. Fitzgerald**  
**Treasurer of Iowa**

**Outstanding Obligations  
 Disclosure Statement  
 Report Year 2015**

**TABLE ONE**

**(Please type or print)**

Federal ID Number: 426005357 City  
 West Branch  
 Address: 110 N Poplar Street  
 P.O. Box 218  
 City: West Branch State: IA Zip Code: 52358  
 County: Cedar County Phone: 319-643-5888  
 Contact Person: Matt Muckler

Issue Date	Maturity Date	Amount Issued	Amount Outstanding	Purpose	Security Classification
05/02/2005	06/01/2026	\$860,000.00	\$535,000.00	Utilities/Sewers	Revenue Bonds
03/05/2013	06/01/2032	\$2,730,000.00	\$2,325,000.00	Utilities/Sewers	General Obligation
03/15/2007	06/01/2026	\$83,000.00	\$50,000.00	Utilities/Sewers	Revenue Bonds
08/05/2008	11/01/2023	\$197,500.00	\$48,321.11	Other	General Obligation
07/31/2013	06/01/2023	\$400,000.00	\$327,597.55	Parks/Recreation	General Obligation

<b>DEBT OBLIGATIONS FY15</b>		<b>Initial Debt Obligation</b>	<b>Balance on 6/30/15</b>
<b>General Obligation Corporate Purpose and Refinancing Bonds, Series 2013</b>		<b>\$2,730,000.00</b>	<b>\$2,325,000.00</b>
Interest due December 1st & June 1st - See schedule			
Principal due June 1st - See schedule			
Term: March 5, 2013 - June 1, 2032			
Annual interest rate: 2.0700%			
<b>SRF Water Revenue Bonds</b>		<b>\$860,000.00</b>	<b>\$535,000.00</b>
Interest due December 1st & June 1st - See schedule			
Principal due June 1st - See schedule	Loan# MD0332R		
Term: June 2005 - June 2026			
Annual interest rate: 3%			
Annual service fee rate: .25%			
<b>SRF Water Revenue Bonds</b>		<b>\$83,000.00</b>	<b>\$50,000.00</b>
Interest due December 1st & June 1st - See schedule			
Principal due June 1st - See schedule	Loan# MD0773R		
Term: April 2007 - June 2026			
Annual interest rate: 3%			
Annual service fee rate: .25%			
<b>Lawsuit Settlement</b>	Community State Bank	<b>\$197,500.00</b>	<b>\$48,321.11</b>
Term Loan 8/5/2008-11/1/2023	Loan # 296202		
Principal & Interest payment due on November 1st each year			
Interest rate - 4.50%			
<b>General Obligation Property Note 2013 Park Land purchase</b>	Community State Bank	<b>\$400,000.00</b>	<b>\$327,597.55</b>
Date of Loan 7/31/2013			
Term Loan 7/31/2013-6/1/2023			
Principal & Interest payment due on June 1st each year			
Interest rate - 3.00%			
		<b>Total Debt</b>	<b>\$3,285,918.66</b>