

City of West Branch

~A Heritage for Success~

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

WEST BRANCH PRESERVATION COMMISSION MEETING

Tuesday, November 18, 2014 • 6:00 p.m.

West Branch City Council Chambers, 110 N. Poplar St.

Council Quorum May Be Present

1. Call to Order
2. Roll Call
3. Introduction of New Member – Karen Suchomel
4. Downtown Wayfinding Signage
5. Heritage Square Beautification
6. Enlow Parking Lot Plan
7. Main Street Sidewalk Phase II Project
8. Town Hall Registry Update
9. Adjourn

West Branch Preservation Commission Members: Alan Bohanan, John Fuller, Peggie Jeffries, Mackenzie Krob, Lou Picek

West Branch Preservation Commission Honorary Members: Lynn Smith, Karen Suchomel, Cary Wiesner

Mayor: Mark Worrell • **Council Members:** Jordan Ellyson, Colton Miller, Brian Pierce, Tim Shields, Mary Beth Stevenson

City Administrator/Clerk: Matt Muckler • **Fire Chief:** Kevin Stoolman • **Library Director:** Nick Shimmin

Parks & Rec Director: Melissa Russell • **Police Chief:** Mike Horihan • **Public Works Director:** Matt Goodale

CITY OF WEST BRANCH
COMMISSION ACTION REPORT

MEETING DATE: November 18, 2014

AGENDA ITEM: 7

DATE PREPARED: November 7, 2014

STAFF LIAISON: Matt Muckler, City Administrator

TITLE: Main Street Sidewalk Phase II Project

RECOMMENDATIONS: Discussion Only.

PROJECT DESCRIPTION:

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

ATTACHMENTS:

Resolution 1242 (2 pages)

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

Opinion of Cost – Entire Project (1 page)

Opinion of Cost – National Park Service (1 page)

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

Assessment Agreement – Estate of Brett Gordon (4 pages)

Opinion of Cost – Wayne Maas (1 page)

Assessment Agreement – Wayne Maas (4 pages)

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

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

Main Street Agreement (2 pages)

RESOLUTION 1242

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

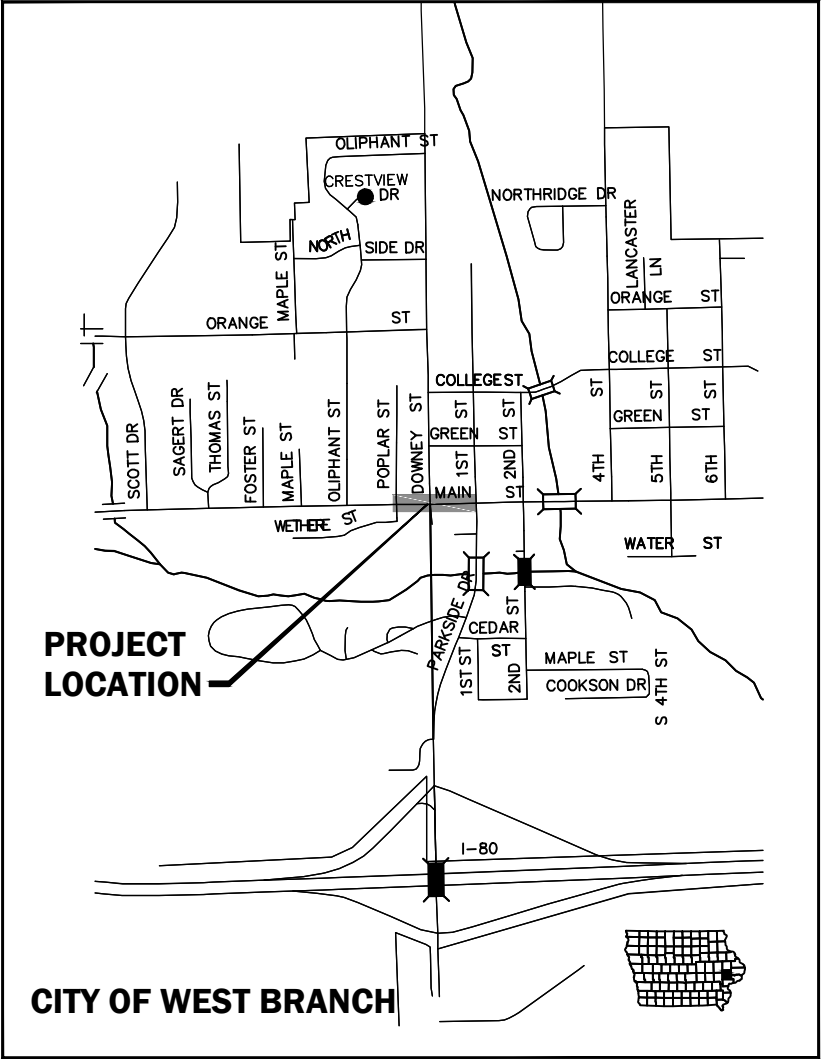
Passed and approved this 20th day of October, 2014.


Mark Worrell, Mayor

ATTEST:


Matt Muckler, City Administrator/Clerk

PLANS FOR MAIN STREET SIDEWALK WEST BRANCH, IOWA



VICINITY MAP
NOT TO SCALE

GENERAL LEGEND	
	SURVEY LINE & STATION INDICATOR
	CONCRETE SURFACE
	ASPHALT SURFACE
	CONCRETE W/ASPHALT OVERLAY
	LOW GRADE ASPHALT SURFACE
	GRANULAR SURFACE
	DIRT SURFACE
	BRICK SURFACE
	SURFACING REMOVAL/REPLACEMENT
	EARTH SECTION
	NEW SEWER/MANHOLE
	NEW SEWER/INTAKE
	NEW WATER MAIN
	NEW FORCE MAIN
	NEW HYDRANT
	NEW WATER VALVE
	EXISTING SANITARY SEWER AND SIZE
	EXISTING STORM SEWER AND SIZE
	EXISTING WATER MAIN AND SIZE
	EXISTING FORCE MAIN AND SIZE
	GAS MAIN AND SIZE
	UNDERGROUND POWER LINE
	OVERHEAD POWER LINE
	UNDERGROUND TELEPHONE LINE
	CABLE TELEVISION LINE
	FIBER OPTICS
	TOP OF EMBANKMENT
	TOE OF EMBANKMENT
	DRAINAGE COURSE
	SANITARY MANHOLE
	STORM WATER MANHOLE
	ELECTRIC MANHOLE
	TELEPHONE MANHOLE
	CURB INTAKE
	AREA OR BEEHIVE INTAKE
	EXISTING HYDRANT
	EXISTING WATER VALVE
	GAS VALVE
	UTILITY POLE
	GUY ANCHOR
	STREET LIGHT
	SIGN
	TELEPHONE CABLE JUNCTION BOX
	TRAFFIC SIGNALS
	PEDESTRIAN CONTROL LIGHT
	RAILROAD CONTROL LIGHT
	RAILROAD SIGN
	UTILITY ACCESS COVER
	PARKING METER
	TREE
	EVERGREEN
	STUMP
	BUSH, SHRUB OR HEDGE
	CULVERT; SIZE AND TYPE
	FLARED END SECTION
	RAILROAD
	MAILBOX
	FENCE (MISC.)
	SECURITY FENCE
	WOOD FENCE
	SILT FENCE
	CHAIN LINK FENCE
	PROPERTY LINE
	PROPERTY PIN
	SECTION CORNER
	PLAT BOUNDARY
	BUILDING
	ELEVATION MARKER
	CENTERLINE
	DIA.
	ELEVATION
	POLYVINYLCHLORIDE PIPE
	CAST IRON PIPE
	DUCTILE IRON PIPE
	CORRUGATED METAL PIPE
	VITRIFIED CLAY PIPE
	REINFORCED CONCRETE PIPE
	REINFORCED CONCRETE ARCH PIPE
	LINED REINFORCED CONCRETE PIPE
	LINED CONCRETE PRESSURE PIPE
	STATION
	LINE AHEAD
	LINE BACK
	BENCH MARK AND NUMBER
	RIGHT-OF-WAY
	POINT OF INTERSECTION
	POINT ON TANGENT
	LINEAR FEET
	TACKED HUB
	SOIL BORING AND NUMBER
	POINT OF VERTICAL CURVATURE
	POINT OF VERTICAL TANGENCY
	VERTICAL CURVE
	POINT OF CURVATURE
	POINT OF TANGENCY
	MIDDLE ORDINATE
	DRAWING
	CONTROL POINT AND NUMBER
	HIGH PRESSURE GAS
	INTERMEDIATE PRESSURE GAS
	INVERT
	EACH WAY, EACH FACE
	EACH WAY
	AT
	DRAWING NUMBER

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

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

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

PROTECTION OF VEGETATION

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



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

SIGNATURE: _____

NAME: David R. Schechinger

DATE: _____

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014

PAGES COVERED BY THIS SEAL: ALL



DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	EDG
		CHECKED	DRS
		APPROVED	DRS
		DATE	
		ISSUED FOR	CONSTRUCTION

VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING.

0 1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



POPLAR STREET WATER MAIN
CITY OF WEST BRANCH

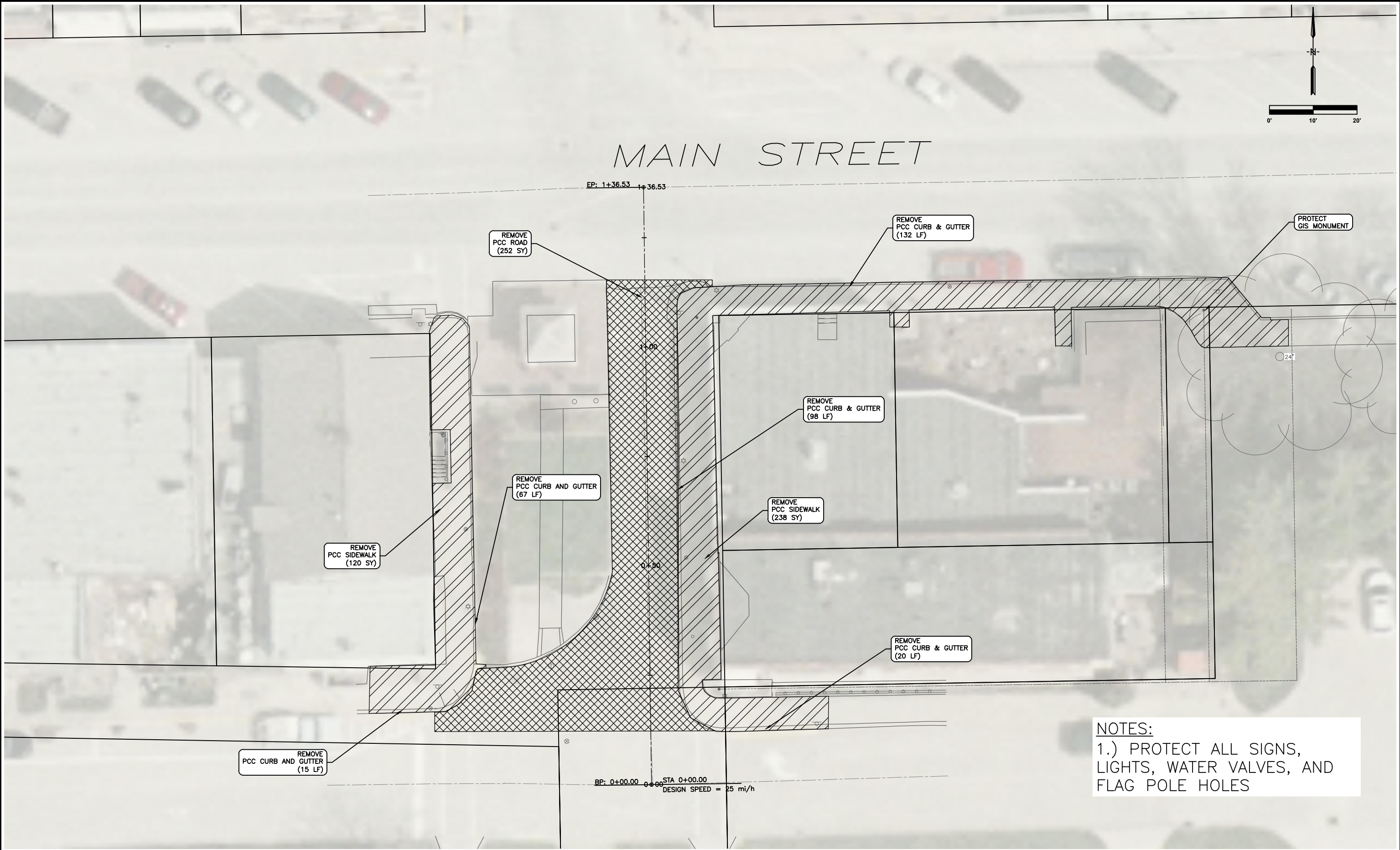
860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(VAT3)

INDEX AND TITLE SHEET

DWG. NO.
A.01
PROJECT 368107

PLOTTED: Thursday, February 20, 2014 8:20:28 AM

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



DATE	REVISIONS	SCALE	AS NOTED
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		CHECKED	DRS
		APPROVED	DRS
		DATE	7-12-13
		ISSUED FOR	REVIEW/CONST

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



MAIN STREET SIDEWALK
CITY OF WEST BRANCH

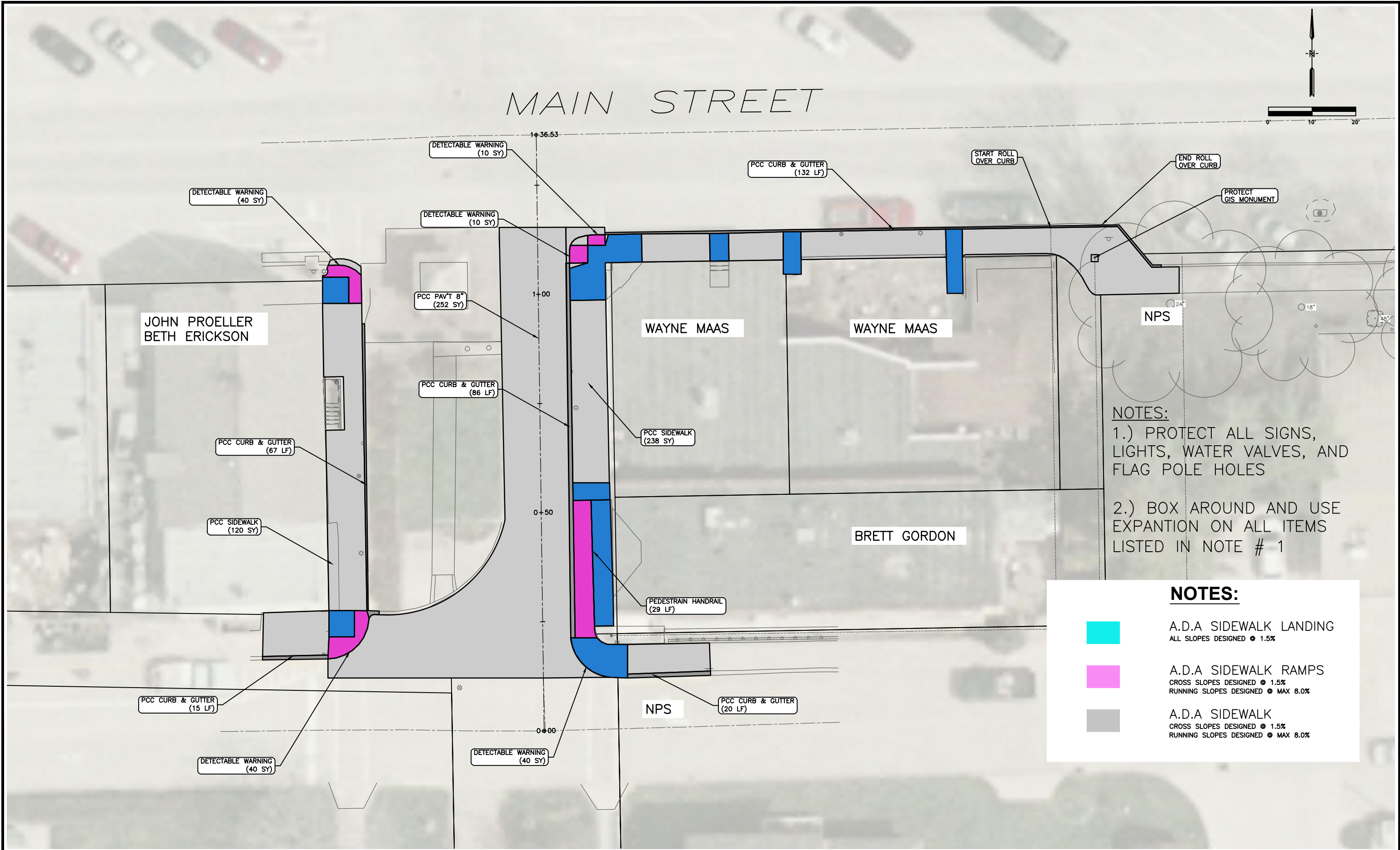
360 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

DEMO

DWG. NO.
D.01
PROJECT 368107

PLOTTED: Thursday, February 20, 2014 8:20:38 AM




X-REFS: 368107 Topo & Parcels & Aerial
FILE PATH: Z:\WEST BRANCH 368107 MAIN STREET SIDEWALK 2013\DRAWINGS_PRODUCTION DRAWINGS\02



NOTES:
1.) PROTECT ALL SIGNS, LIGHTS, WATER VALVES, AND FLAG POLE HOLES

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

NOTES:

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

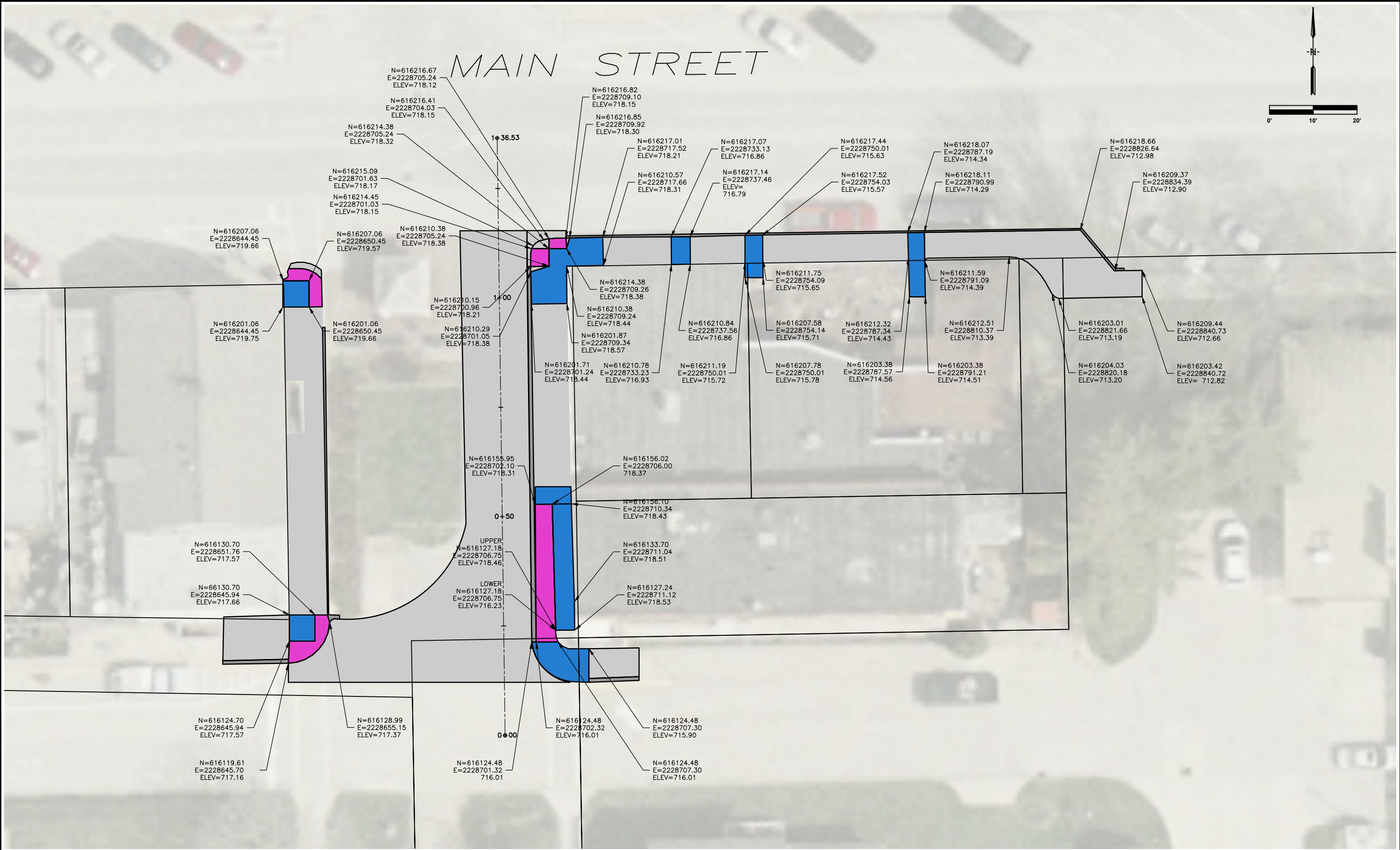
DATE	REVISIONS	SCALE	AS NOTED	VERIFY SCALE	MAIN STREET SIDEWALK CITY OF WEST BRANCH		PLAN		DWG. NO.
		DRAWN	EDG	BAR IS ONE INCH ON ORIGINAL DRAWING.					D.02
		CHECKED	DRS	0 1"					
		APPROVED	DRS	IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.					
		DATE	7-12-13						
		ISSUED FOR	REVIEW/CONST						PROJECT 368107



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

PLOTTED: Thursday, February 20, 2014 8:20:46 AM

X-REFS: Aerial & Parcels
FILE PATH: Z:\WEST BRANCH 368107 MAIN STREET SIDEWALK 2013\DRAWINGS_PRODUCTION DRAWINGS\S.01



DATE		REVISIONS		SCALE		AS NOTED		VERIFY SCALE		MAIN STREET SIDEWALK CITY OF WEST BRANCH		SIDEWALK TABULATIONS		DWG. NO.	
				DRAWN		EDG		BAR IS ONE INCH ON ORIGINAL DRAWING.						S.01	
				CHECKED		DRS		IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.							
				APPROVED		DRS									
				DATE		7-12-13									
				ISSUED FOR		REVIEW/CONST								PROJECT	
														368107	



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

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

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

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

TOTAL **\$3,480.00**

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

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

TOTAL **\$3,785.00**



Book 1242 Page 251-254

Document 2014 3011 Pages 4
Date 10/24/2014 Time 10:22:26AM
Rec Amt \$22.00

Chg

MELISSA HELMOLD, RECORDER
CEDAR COUNTY IOWA

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

ASSESSMENT AGREEMENT

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

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

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

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

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

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

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

Special Assessment

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

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

BOOK 1242 PAGE 251

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

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

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

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

Dated this 26th day of June, 2014.

APPROVED AND AGREED:

OWNER:

Estate of Joseph Brett Gordon

By: Anita Lorraine Puffer
Anita Lorraine Puffer

CITY:

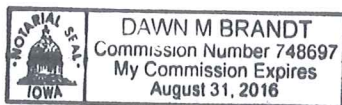
Mark Worrell
Mark Worrell, Mayor

ATTEST:

Matt Muckler
Matt Muckler, City Administrator/Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

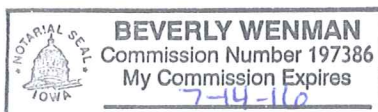
On this 20 day of October, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Worrell and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Mark Worrell and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Dawn M. Brandt
Notary Public, State of Iowa
My Commission Expires: August 31, 2016

STATE OF IOWA, Johnson COUNTY, ss:

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



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

BOOK 1242 PAGE 253

EXHIBIT "A"

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

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

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

TOTAL \$10,505.00



Book 1242 Page 255-258

Document 2014 3012 Pages 4
Date 10/24/2014 Time 10:22:27AM
Rec Amt \$22.00

MELISSA HELMOLD, RECORDER
CEDAR COUNTY IOWA

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

ASSESSMENT AGREEMENT

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

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

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

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

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

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

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

Special Assessment

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

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

BOOK 1242 PAGE 255

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

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

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

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

Dated this 8 day of October, 2014.

APPROVED AND AGREED:

OWNER:

Charles Wayne Maas
Charles Wayne Maas

CITY:

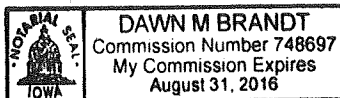
Mark Worrell
Mark Worrell, Mayor

ATTEST:

Matt Muckler
Matt Muckler, City Administrator/Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

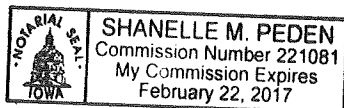
On this 20 day of October, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Worrell and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Mark Worrell and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Dawn M. Brandt
Notary Public, State of Iowa
My Commission Expires: August 31, 2016

STATE OF IOWA, Cedar COUNTY, ss:

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



Shanelle M. Peden
Notary Public for the State of Iowa
My commission expires: February 22, 2017

BOOK 1242 PAGE 257

EXHIBIT "A"

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

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

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

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

TOTAL \$6,760.00



Book 1242 Page 247-250

Document 2014 3010 Pages 4
Date 10/24/2014 Time 10:22:25AM
Rec Amt \$22.00

Chg

MELISSA HELMOLD, RECORDER
CEDAR COUNTY IOWA

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

ASSESSMENT AGREEMENT

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

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

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

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

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

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

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

Special Assessment

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

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

BOOK 1242 PAGE 247

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

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


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

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

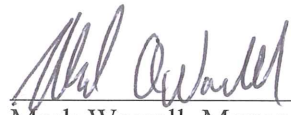
Dated this 30th day of September, 2014.

APPROVED AND AGREED:


OWNER:


John M. Proeller

CITY:


Mark Worrell, Mayor

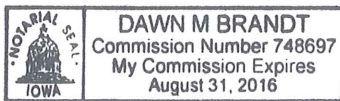
ATTEST:

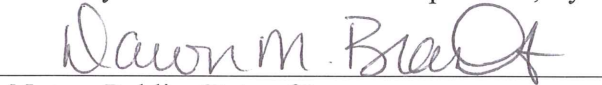

Beth E. Erickson


Matt Muckler, City Administrator/Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

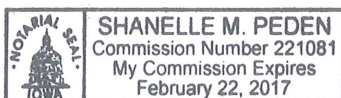
On this 20 day of October, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Worrell and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Mark Worrell and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

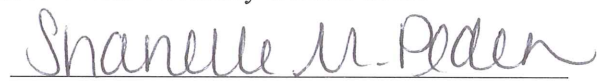



Notary Public, State of Iowa
My Commission Expires: August 31, 2016

STATE OF IOWA, Cedar COUNTY, ss:

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




Notary Public for the State of Iowa
My commission expires: February 22, 2017

BOOK 1242 PAGE 249

EXHIBIT "A"

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

AGREEMENT

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

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

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

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED:

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

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

\$25,795.40 by July 31, 2015

\$25,795.40 by July 31, 2016.

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

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

Dated this _____ day of _____, 2014.

MAIN STREET:

CITY:

Brad Larson, President

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Adm./Clerk