

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

CITY COUNCIL MEETING AGENDA **Monday, May 18, 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 May 4, 2015 City Council Meeting.
 - b. Approve claims.
 - c. Approve transfer of \$35,171 from emergency fund to general fund.
 - d. Approve transfer of \$3,723.30 from general fund to capital projects fund for engineering services associated with the Parkside Drive Road Improvements Project.
 - e. Approve journal entry of \$22,000 for Police FY15 set aside to reserve 001-115.
 - f. Approve payment to Toyne for Freightliner M2 Cummins Chassis in the amount of \$109,679.00.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Third Reading of Ordinance 727 amending Chapter 55 “Animal Protection and Control.”/Move to action.
 - b. Second Reading of Ordinance 730 amending Title “Building Permit Fees,” Chapter 155 “State Building Code.”/Move to action.
 - c. Public Hearing on the Proposed Tax Increment Rebate Development Agreement with Casey’s Marketing Company in an amount not to exceed \$561,348.65./Move to action.
 - d. Resolution 1311, approving a Tax Increment Rebate Development Agreement with Casey’s Marketing Company in an amount not to exceed \$561,348.65./Move to action.
 - e. Resolution 1185, approving Casey’s General Store Site Plan./Move to action.
 - f. Public Hearing on amending the current budget for the fiscal year ending June 30, 2015.
 - g. Resolution 1306, amending the current budget for the fiscal year ending June 30, 2015./Move to action.
 - h. Resolution 1308, approving a water connection agreement with Derrick Miller dba Fox Run Golf & Country Club./Move to action.
 - i. Resolution 1339, approving independent financial consultant fees associated with the issuance of General Obligation Bonds, Series 2015 to finance projects related to the City’s Capital Improvement Plan./Move to action.
 - j. Resolution 1310, setting the date for a public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement./Move to action.
 - k. Resolution 1312, approving the City of West Branch Public, Education, and Government Cable Access Channel Policy./Move to action.
 - l. Resolution 1313, approving acceptance of \$10,000 from Michael Furman for stormwater and sidewalk improvements for Pedersen Valley Part One, Lot Three./Move to action.

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

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CITY COUNCIL MEETING AGENDA

Monday, May 18, 2015 • 7:00 p.m. (continued)

City Council Chambers, 110 North Poplar Street

Action may be taken on any agenda item.

- m. Resolution 1314, declaring two summer camp day trips as public purposes and approving funding for transportation./Move to action.
 - n. Resolution 1322, approving two agreements with Windstar Lines, Inc. in the amount of \$3,220.00 for transportation related to West Branch Day Camps./Move to action.
 - o. Resolution 1315, approving a special event lease agreement with M&M Golf Cars, LLC of Bettendorf, IA in the amount of \$470 for use during the Hoover's Hometown Days Celebration from August 7-8, 2015./Move to action.
 - p. Resolution 1316, approving an agreement for the rental of a mechanical bull from Wildwood Smokehouse & Saloon of Iowa City, IA in the amount of \$800 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.
 - q. Resolution 1317, approving an agreement with Pony Go Round Pony Rides in the amount of \$1,200.00 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.
 - r. Resolution 1318, approving an agreement with Funny Face Designs by Lori in the amount of \$600.00 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.
 - s. Resolution 1319, approving an agreement with Magician Rick Eugene in the amount of \$350.00 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.
 - t. Resolution 1320, approving an agreement with Hawkeye Photo Booths in the amount of \$600.00 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.
 - u. Resolution 1321, approving a purchase agreement with Voss Signs LLC in the amount of \$195.00 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.
 - v. Resolution 1323, approving a proclamation declaring June 7th-13th as Childhood Cancer Awareness Week in West Branch./Move to action.
 - w. Resolution 1336, approving Change Order Number One Revised, increasing the contract amount by \$854.66 to All American Concrete, Inc. for the Main Street Sidewalk – Phase 2 Project./Move to action.
 - x. Resolution 1337, approving payment to All American Concrete, Inc. in the amount of \$92,983.25 for Partial Pay Estimate No. 1 Revised for the Main Street Sidewalk – Phase 2 Project./Move to action.
8. City Staff Reports
- a. City Attorney Kevin Olson and Public Works Director Matt Goodale – City Property on East Side of Creek near Lions Field.
 - b. City Engineer Dave Schechinger and Public Works Director Matt Goodale – Salt Shed Update
 - c. Police Chief Mike Horihan - Pedestrian and Bicycle Safety
9. Comments from Mayor and Council Members
- a. Mayor Mark Worrell – June 1, 2015 6:00 p.m. Joint Work Session with School Board.
 - b. Mayor Mark Worrell – Introduction of Brad Ratliff, Assistant Coordinator, Cedar County Emergency Management Agency – Public Safety Radio System Presentation.
10. Adjournment

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

(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

**May 4, 2015
7:00 p.m.**

Mayor Worrell opened the West Branch City Council meeting at 7:00 p.m. by welcoming the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Dawn Brandt, Library Director Nick Shimmin, Zoning Administrator Paul Stagg, Parks & Recreation Director Melissa Russell and City Attorney Kevin Olson. Council members: Jordan Ellyson, Colton Miller, Mary Beth Stevenson, and Brian Pierce. Absent: Tim Shields.

APPROVE AGENDA/CONSENT AGENDA

- a. Approve minutes from the April 20, 2015 City Council Meeting.
- b. Approve claims.

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

Date 5-4-15	City Of West Branch Claims Report	
Baker & Taylor	Library - Books	699.98
Blue Cross Blue Shield	Health/Dental Insurance	11,096.86
Brandt, Dawn	Admin/M&C – Reimb training & mileage	150.53
Brick, Leslie	Admin/M&C – Reimb training	31.06
Dearborn National Insurance	Life Insurance	60.10
EFTPS	Federal Withholdings	6,674.53
Iowa Department Of Revenue	Payroll Expense - April	899.60
Iowa Library Services	Library – Conference fee	95.00
IPERS	IPERS	8,435.18
John Deere Financial	Park & Rec – Cabinet	179.99
Mediacom	Cable – service	40.90
Muckler, Matt	Admin/M&C – Reimb training expenses	55.84
Payroll Expense	Payroll Expense 4-24-15	28,563.53
Treasurer State Of Iowa	State Withholding Tax	2,355.00
United States Treasury	Payroll Expense – April	1,215.24
UPS	Sewer – Shipping	27.80
Wageworks	Flex - HCFSA2014 payment	15.00
	Grand Total	60,596.14

Fund Totals	
001 General Fund	24,893.16
031 Library	7,152.59
112 Trust And Agency	11,482.91
600 Water Fund	8,909.62
610 Sewer Fund	8,142.86
950 BC/BS Flexible Benefit	15.00
Grand Total	60,596.14

COMMUNICATIONS/OPEN FORUM - NONE

PUBLIC HEARING/NON-CONSENT AGENDA

Second Reading of Ordinance 727 amending Chapter 55 “Animal Protection and Control.”/Move to action.

Motion by Stevenson, second by Ellyson to approve Ordinance 727. AYES: Stevenson, Ellyson, Miller, Pierce. Absent: Shields. Motion carried.

First Reading of Ordinance 730 amending Title “Building Permit Fees,” Chapter 155 “State Building Code.”/Move to action.

Olson noted the building permit fees are not required to be in the Ordinance. They will be added to the West Branch schedule of fees.

Motion by Ellyson, second by Pierce to approve Ordinance 730. AYES: Ellyson, Pierce, Miller, Stevenson.
Absent: Shields. Motion carried.

Resolution 1191, setting a public hearing on the proposal to enter into an agreement with Casey's Marketing Company including the provision of annual appropriation tax payments in an amount not to exceed \$561,348.65./Move to action.

Councilperson Miller commented on the \$100,000 additional cost of the project due to moving the entryway into the motel. Miller and Ellyson agreed they would like to see the motel property owner improve and invest in their property. Olson added that improvements for the motel property could be put in an easement agreement. Motion by Miller, second by Ellyson to approve Resolution 1191. AYES: Miller, Ellyson, Stevenson, Pierce.
Absent: Shields. Motion carried.

Resolution 1298, approving those certain agreements in connection with the Parkside Drive Road Improvements Project./Move to action.

Muckler commented there are three agreements, a temporary construction agreement with Gary Kofron and Shivji LLC DBA as BP Amoco. A reimbursement agreement with Shivji LLC allows for the culvert to be paid on a payment plan for 6 months. Motion by Pierce, second by Ellyson to approve Resolution 1298. AYES: Pierce, Ellyson, Miller, Stevenson.
Absent: Shields Motion carried.

Resolution 1299, adding building permit and cemetery fees to the West Branch Schedule of Fees./Move to action.

Stagg said this resolution adds the building permit fees to the schedule of fees. Motion by Stevenson, second by Pierce to approve Resolution 1299. AYES: Stevenson, Pierce, Ellyson, Miller.
Absent: Shields Motion carried.

Resolution 1300, adopting the 2015 Residential Development Incentive Package./Move to action.

Olson explained the four items in the package, a property tax rebate on the City general fund portion will be issued for five years from date of occupancy or when the total rebate reaches \$5,000.00. The building permit fee for a residential property shall be flat fee of \$500.00, sewer and water connection fees shall be waived. The incentives are transferable to the owner of an eligible property. Stevenson asked how the incentive package will be marketed and advertised. Muckler suggested promoting it to local realtors, the Home Builders Association, using the leftover summer radio ads and asked for recommendations from the committee members. Motion by Ellyson, second by Stevenson to approve Resolution 1300. AYES: Ellyson, Stevenson, Pierce, Miller. Absent: Shields. Motion carried.

Resolution 1301, approving the use of demolition, electrical, fence, mechanical, and plumbing permit application forms./Move to action.

Stagg explained the use of one building permit form for all permits has caused many questions from residents and contractors. The new forms are more specific and will be used for the single permit request. He is also recommending permit fee changes that are included on the new permit forms. Motion by Pierce, second by Miller to approve Resolution 1301. AYES: Pierce, Miller, Stevenson, Ellyson.
Absent: Shields. Motion carried.

Resolution 1302, approving the Iowa City Area Development Group Investment Commitment./Move to action.

Muckler noted this three year commitment will continue the economic development of interstate commerce activities for the City. Motion by Miller, second by Pierce to approve Resolution 1302. AYES: Miller, Pierce, Ellyson, Stevenson.
Absent: Shields. Motion carried.

Resolution 1303, to fix a date of meeting for a public hearing on amending the current budget for the fiscal years ending June 30, 2015./Move to action.

Muckler said this resolution will set the public hearing for the next Council meeting on May 18, 2015.

Motion by Stevenson, second by Pierce to approve Resolution 1303. AYES: Stevenson, Pierce, Ellyson, Miller. Absent: Shields. Motion carried.

Resolution 1304, adopting the City of West Branch, IA Surplus Property Policy./Move to action.

Muckler thanked Library Director Nick Shimmin for all of his work on the policy. Deputy City Clerk Leslie Brick will be the main point of contact to notify for disposal of property.

Motion by Stevenson, second by Miller to approve Resolution 1304. AYES: Stevenson, Miller, Pierce, Ellyson. Absent: Shields. Motion carried.

Resolution 1305, approving an agreement with Big Ten Rentals, Inc. in the amount of \$1,526.80 for stage and tent rental during the 2015 Hoover's Hometown Days Celebration on Saturday August 8, 2015./Move to action.

Worrell noted the tent will be used for a dining area on Downey Street and entertainment will be on the Main Street stage.

Motion by Ellyson, second by Miller to approve Resolution 1305. AYES: Ellyson, Miller, Stevenson, Pierce. Absent: Shields. Motion carried.

CITY STAFF REPORTS

City Administrator Matt Muckler – Update on Police Officer Recruitment

Muckler provided a proposed full-time Police Officer recruitment schedule and job description. We will officially post the position on May 5th for an ILEA certified officer in the West Branch Times, their seven surrounding community papers, and the Des Moines Register. The ad will also be on our City website, the Iowa League of Cities, Iowa State Police Association and Iowa Workforce Development websites.

Deputy City Clerk Dawn Brandt – Financial, Debt and Purchasing Policies

Brandt explained this is a draft financial management policy that addresses cash management, investments, revenue, disbursements, receipt, check, debt administration and internal control management. It would maintain a general fund cash reserve balance at 25% of the annual expenditures. It would allow Department Directors authority to authorize purchases up to \$5,000. Stevenson noted she would like to address employee reimbursement rates for meals and mileage in the policy. Muckler asked for recommendations or feedback from the Council on any changes they would like made to the policy.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Stevenson attended the kite festival and thanked the Library and Association for a great event.

Stevenson invited everyone to the Stormwater BMP cost-share program on Thursday May 7th at 6:00 p.m. at the West Branch Public Library. The guest speaker is Wayne Petersen.

Worrell announced that he will be inviting Mayors in the area to the May 18th Council meeting for the EMA P25 discussion. Worrell provided an update on fundraising for Hoover's Hometown Days and said that it is going well.

Motion to adjourn to executive session to discuss the purchase of particular real estate only where premature disclosure could reasonably be expected to increase the price the governmental body would have to pay for that property pursuant to Section 21.5(j) of the Code of Iowa./Move to action.

Motion to adjourn to executive session at 7:54 p.m. by Stevenson, second by Ellyson. AYES: Stevenson, Ellyson, Miller, Pierce. Absent: Shields. Motion carried.

Motion to adjourn from executive session by Miller, second by Ellyson. Motion carried on a voice vote.

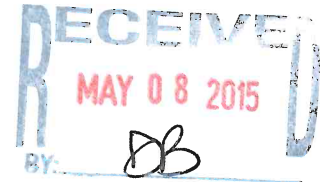
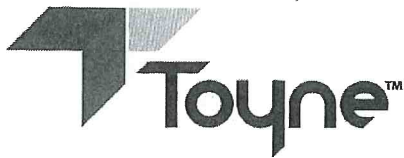
Executive session meeting adjourned at 8:47 p.m.

ADJOURNMENT

Motion to adjourn meeting by Miller, second by Ellyson. Motion carried on a voice vote. City Council meeting adjourned at 8:48 p.m.

Mark Worrell, Mayor

ATTEST: _____
Dawn Brandt, Deputy City Clerk



INVOICE

Date: May 7, 2015

Sold To: West Branch Fire Dept.
110 N Poplar St, PO Box 218
West Branch, IA 52358

Invoice# 6941

Dealer: Derner

This invoice represents the amount due for the Fire Apparatus described below.

Type of Apparatus: Chassis
Chassis Make, Model, (and Year): Freightliner M2 4 door 4x4
Engine Make & Model: Cummins ISL 350
VIN# 3ALDCYCYXFDGT3718
TID# 11482

INVOICE AMOUNT:

Chassis Payment Now Due \$ 109,679.00

Due upon Delivery \$109,679.00

Department Fire
Vendor # 0054
Account # 601-51-150-6727

ORDINANCE NO. 727

AN ORDINANCE AMENDING CHAPTER 55 “ANIMAL PROTECTION AND CONTROL”

WHEREAS, the Animal Control Commission annually reviews Animal Protection and Control provisions contained within the City Code; and

WHEREAS, the Commission finds it appropriate to revisit the penalty provisions related to classification of animals, animal neglect and other violation of Chapter 55; and

WHEREAS, the Commission also finds it appropriate to clarify the requirements of 55.10 Animal at Large Prohibited in relation to the West Branch Dog Park of Chapter 55; and

WHEREAS, the Commission has put forth recommendation to the City Council on this matter.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. Amendment. The Code of Ordinances of the City of West Branch is hereby amended by deleting Section 55.21 in its entirety and replacing it with a new Section 55.21 of the Code of Ordinances, which will read as follows:

55.21 PENALTIES. Any violation of this chapter shall be considered a simple misdemeanor or municipal infraction as provided in Chapter 4 of this Code of Ordinances. The following three schedules of civil penalties shall apply for violations punished as a municipal infraction in any 12-month period:

1. Penalties pertaining to Section 55.03 ANIMAL NEGLECT – Minimum fine of \$500 and up to 30 days in jail.

2. Penalties pertaining to Section 55.16 CLASSIFICATION OF ANIMALS

A. Level 1:

- | | |
|------------------------------------|-------|
| (1) First offense: | \$25 |
| (2) Second offense: | \$50 |
| (3) Third offense: | \$75 |
| (4) Fourth and subsequent offenses | \$100 |

B. Level 2:

- | | |
|------------------------------------|-------|
| (1) First offense: | \$30 |
| (2) Second offense: | \$60 |
| (3) Third offense: | \$90 |
| (4) Fourth and subsequent offenses | \$120 |

C. Level 3:

- | | |
|------------------------------------|-------|
| (1) First offense: | \$75 |
| (2) Second offense: | \$100 |
| (3) Third offense: | \$150 |
| (4) Fourth and subsequent offenses | \$200 |

D. Level 4: \$200

3. Penalties pertaining to all other sections of Chapter 55 of the City Code:

- | | |
|-----------------------------------|-------|
| A. First offense: | \$25 |
| B. Second offense: | \$50 |
| C. Third offense: | \$100 |
| D. Fourth and subsequent offenses | \$150 |

Section 2. Amendment. The Code of Ordinances of the City of West Branch is hereby amended by deleting the first sentence of Subsection 55.10(1) and replacing it with the following:

1. It shall be unlawful for any person to permit any animal to be at large or stray beyond the property of such person unless such animal is restrained by leash, within the confines of the West Branch Animal Park, or confined within a motor vehicle.

Section 3 Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Adjudication. 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 the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

Passed and approved this 18th day of May, 2015.

First Reading:	April 20, 2015
Second Reading:	May 4, 2015
Third Reading:	May 18, 2015

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 730

AN ORDINANCE AMENDING TITLE “BUILDING PERMIT FEES,” CHAPTER 155
“STATE BUILDING CODE”

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 155.02 “BUILDING PERMIT FEES” of the Code of West Branch, Iowa is hereby amended by deleting section 155.02 in its entirety and inserting in lieu thereof:

155.02 BUILDING PERMIT FEES. Building permit fees shall be set by the West Branch City Council and included in the West Branch Schedule of Fees.

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 18th day of May, 2015.

First Reading: May 4, 2015
Second Reading: May 18, 2015
Third Reading:

Mark Worrell, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

NOTICE OF PUBLIC HEARING ON THE APPROVAL OF A DEVELOPMENT
AGREEMENT WITH CASEY'S MARKETING COMPANY AND AUTHORIZATION OF
ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of West Branch, Cedar County, Iowa, will meet at the City Council Chambers, 110 N. Poplar Street, on the 18th day of May, 2015, at 7:00 o'clock p.m. at which time and place a public hearing will be held on the proposal to enter into a Development Agreement with Casey's Marketing Company and the City of West Branch in connection with the construction of a convenience store and related public improvements, which provides for annual appropriation tax increment payments in a total amount not-to-exceed \$561,348.65, as authorized by Section 403.9 of the Code of Iowa, as amended.

The Agreement to make annual appropriation incremental property tax payments will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated from the Casey's development located within the West Branch Urban Renewal Area. All payments under this Agreement will be subject to annual appropriation of the City Council.

At the meeting, the City Council will receive oral and written objections from any resident or property owner of the City. Thereafter, the City may, at the meeting, or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council in accordance with Section 403.9 of the Code of Iowa, as amended.

/s/ _____
Matt Muckler, City Administrator/Clerk

CITY OF WEST BRANCH
COUNCIL ACTION REPORT

MEETING DATE: May 18, 2015 AGENDA ITEM: 7d

DATE PREPARED: April 30, 2019

STAFF LIAISON: Matt Muckler, City Administrator

ACTION TITLE:

Resolution 1311, approving a Tax Increment Rebate Development Agreement with Casey's Marketing Company in an amount not to exceed \$561,348.65.

RECOMMENDATIONS:

Approve Resolution 1311.

PROJECT DESCRIPTION:

Casey's General Stores has developed plans to construct a gas and convenience store over the last two years. The site plan was approved by the Planning & Zoning Commission on March 25, 2014. Since that time, City Engineer Dave Schechinger has been working with Pelds Engineering, the firm representing Casey's, to put together a road improvement plan. That plan received approval from IDOT earlier this month. Casey's Marketing Company would construct the entire road improvements project and the City of West Branch would pay Casey's Marketing Company for the City's share of the project cost over time through tax increment financing funds.

ATTACHMENTS:

Resolution 1311 (1 page)

Development Agreement (7 pages)

Exhibit A – Legal Description (1 page)

Exhibit B - Public Improvements for S. Downey Street & Tidewater Drive (10 pages)

Exhibit C – Initial Estimate – Estimate Project Construction Cost & Veenstra & Kimm - Engineering Services for Casey's (2 Pages)

RESOLUTION NO. 1311

RESOLUTION APPROVING A TAX INCREMENT REBATE DEVELOPMENT AGREEMENT
WITH CASEY'S MARKETING COMPANY IN AN AMOUNT NOT TO EXCEED \$561,348.65.

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 (the "Project"); 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; 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 has 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, it is now necessary to approve said development agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned development agreement with Casey's Marketing Company is hereby accepted.

Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241 (319) 351-2277
Return to: City Clerk, City of West Branch, Iowa, PO Box 218, West Branch, Iowa 52358 (319) 643-5888

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) entered into by and between the **City of West Branch, Iowa**, 110 N. Poplar Street, West Branch, Iowa 52358, hereafter referred to as “City”; and **Casey’s Marketing Company**, an Iowa corporation, One SE Convenience Boulevard, Ankeny, Iowa 50021, hereafter referred to as “Developer.”

WHEREAS, Developer owns that certain parcel of property legally described on Exhibit “A” attached hereto and incorporated into this Agreement by this reference (the “Property”); and

WHEREAS, Developer intends to construct a convenience store with gasoline sales facilities on the Property prior to the end of calendar year 2016. (the “Project”); and

WHEREAS, in order to comply with the City ordinances, the Developer will need to construct certain improvements, including, but not limited, to grading, storm sewer piping and structures, sanitary sewer piping and structures, curb and gutter, and PCC streets and sidewalk improvements along S. Downey Street and Tidewater Drive in the City (the “Improvements”); and

WHEREAS, the Developer will engage the services of a licensed professional engineer to design the Improvements; and

WHEREAS, the Developer will cause the Improvements to be constructed by a qualified contractor to construct the Improvements; and

WHEREAS, the City has agreed to reimburse the Developer for all or a portion of the Improvements that are not attributable to the Project; and

WHEREAS, the Property is located within the West Branch Urban Renewal Area (“Urban Renewal Area”); and

WHEREAS, the construction of the Improvements by the Developer and subsequent reimbursement of all or a portion of the Improvements to the Developer by the City is a project included in the Amended and Restated West Branch Urban Renewal Plan (“Urban Renewal Plan”) in strict compliance with Chapter 403 of the Code of Iowa (2013); and

WHEREAS, Chapter 15A of the Code of Iowa (2013) authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to and for the benefit of private persons.

NOW, THEREFORE, ON THE BASIS OF THE PRECEDING RECITALS, AND FOR THE MUTUAL CONSIDERATION OF ENTERING INTO THIS AGREEMENT, THE DEVELOPER AND CITY AGREE AS FOLLOWS:

A. Developer’s Obligations.

1. The Developer will cause the Improvements to be designed in strict compliance with the City ordinances and reviewed and approved by the City or its representatives and the Iowa Department of Transportation prior to the commencement of the construction of the Improvements by the Developer. The plans and specifications for the Improvements are listed by reference on Exhibit “B” of this Agreement and incorporated herein by this reference. The cost estimate for the construction of the Improvements shall be attached hereto as Exhibit “C” (the “Initial Estimate”). Said Initial Estimate shall clearly show the portions of the Improvements that are not attributable to the construction of the Project on the Property by the Developer.

2. The Developer will, at its sole cost and under its sole control, cause the Improvements to be constructed in strict compliance with all applicable laws, regulations and ordinances, including standard specifications per the Iowa Statewide Urban Design and Specifications (SUDAS) and the Iowa Department of Transportation (IDOT).

3. The Developer will also construct the Project on the Property in strict compliance with the Site Plan approved by the City Council on May 18, 2015. Said Project shall be completed no later than December 31, 2016. For the purposes of this subparagraph (3), completed shall mean the granting of an occupancy permit for the Project by the City and completion of the Improvements.

4. The Developer, after acceptance of the Improvements by the City Engineer, shall deposit with the City all applicable maintenance bonds for the time periods required under Chapter 173 of the West Branch Code of Ordinances.

5. The Developer shall maintain and operate the Project for a period of at least twenty (20) years following the issuance of an occupancy permit for the Project. In the case that the Developer ceases to maintain and operate the Project, the City's obligation to make payments under this Agreement ceases.

6. The Developer shall pay, when due, all real estate taxes to the Cedar County Treasurer. Prior to any rebate payment, the Developer shall provide receipts to the City evidencing payment of said real estate taxes. No rebate payment will be provided until such time as the Developer provides receipts to the City evidencing payment of said real estate taxes.

7. The Developer shall pay to the City \$48,639.40 for engineering services provided by Veenstra & Kimm, Inc., per Exhibit "C," prior to receiving any payment under this Agreement.

8. The Developer shall maintain and operate the Casey's gas station and convenience store currently located at 311 E. Main Street for the duration of this Agreement. At such time that the Developer ceases to maintain and operate the Casey's gas station or convenience store at 311 E. Main Street, the City's obligation to make payments under this Agreement ceases, until Casey's Marketing Company provides the City with the right of first refusal on the property located at 311 E. Main Street.

9. In the case that the Developer ceases to maintain and operate the Casey's gas station or convenience store at 311 E. Main Street, and the City is provided with the right of first refusal on the property located at 311 E. Main Street, Casey's Marketing Company has 180 days to dispose of the Property at 311 E. Main Street. In the case that Casey's Marketing Company fails to dispose of the Property within 180 days of ceasing to maintain and operate the Casey's gas station or convenience store at 311 E. Main Street, the City's obligation to make payments under this Agreement ceases.

B. City's Obligations.

1. The City, at its sole cost and expense, shall obtain any right-of-way necessary to construct the Improvements.

2. The City shall not pass any proceedings that would seek to place any special assessments onto the Property.

3. In recognition of the Developer's obligations set out above, the City agrees to maintain the tax increment ordinances in effect and to make economic development tax increment payments (the "Payments") to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa; provided, however, that the aggregate, total amount of the Payments shall not exceed the calculation of the City's reimbursement cost contemplated on Exhibit "C". In no event shall the total amount of payments hereunder exceed the total amount of \$561,348.65, which includes the City's cost of the project of \$512,709.25 and the reimbursement of Veenstra & Kimm engineering fees of \$48,639.40, per Exhibit "C." The first payment to the Developer shall not be made until the first full assessment on the Property has been assessed. For example, if the Project is completed no later than December 31, 2016, the first Payment to the Developer would occur by December 1, 2018.

4. The Payments shall be made on June 1st and December 1st (the "Payment Date") of each fiscal year. The Developer expressly agrees that no Payment will be made to the Developer if the Developer is not in compliance with this Agreement.

5. Each Payment shall be in the amount of 100% of the real estate taxes paid by the Developer on the incremental value of the Property, less all tax payments for debt services levies for all taxing entities associated with the Property.

6. The Payments to the Developer contemplated under this Agreement will be for twenty (20) fiscal years (a total of forty (40) payments) after the first payment made by the City or when \$561,348.65 has been paid by the City to the Developer, whichever is sooner.

7. The Payments contemplated under this Agreement shall not constitute general obligations of the City, but shall be made solely and only from incremental property taxes received by the City from the Cedar County Treasurer, which are attributable to the Property.

8. Each Payment contemplated under this Agreement shall be subject to the annual appropriation of the City Council. Prior to December 1st of each year during the term of this Agreement, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year 100% of the amount of tax increment revenues to be collected in the following fiscal year (the "Appropriated Amount"). The Developer expressly agrees that in no event shall the Appropriated Amount, when added to the previous payments, exceed the Actual Costs.

The City agrees to certify pursuant to Section 403.19 of the Iowa Code by December 1st of each year during the term of this Agreement to the Cedar County Auditor an amount equal to the most recent Appropriated Amount. The City will give notice to the Developer of the amount

certified pursuant to Section 403.19 of the Code on or before December 1st of each year, for the fiscal year beginning the following July 1st. If the City fails to certify an amount to be collected pursuant to said Section 403.19 of the Code for the obligations contemplated under this Agreement, then an event of non-appropriation shall have occurred, as discussed herein. If an event of non-appropriation occurs, the City's obligation to pay pursuant to this Agreement for the fiscal year in question shall cease, and the Developer expressly acknowledges that it has no recourse against the City for said non-appropriation. Future Payments, if any, contemplated under this Agreement shall be subject to future appropriation by the City, all of which shall be contemplated pursuant to said Section 403.19 and certified each December 1st for the fiscal year beginning the following July 1st.

C. Administrative Provisions.

1. Each party represents to the other that the party has full power and authority to enter into this Agreement and that this Agreement is a binding agreement duly authorized by the governing body of each party.

2. This Agreement represents the entire agreement between the parties and may not be amended or assigned without the express permission of the other party. However, by execution of this Agreement, the City hereby authorizes the Developer to assign the rights to receive the Payments to a private lender, as security, without further action of the City Council and, upon receipt of an assignment from the Developer to a lender, agrees to make Payments directly to such lender.

3. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

4. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa, and for all purposes shall be governed by and construed in accordance with the laws of the State of Iowa.

5. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

6. This Agreement may be executed in counterparts.

Dated this ____ day of _____, 2015.

SIGNATURE PAGE FOR THE CITY OF WEST BRANCH, IOWA

Mark Worrell, Mayor

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.

Notary public

SIGNATURE PAGE OF CASEY’S MARKETING COMPANY

By: _____
Sam J. Billmeyer, Vice President

By: _____
Julia L. Jackowski, Secretary

STATE OF IOWA, COUNTY OF POLK:

On this ____ day of _____, 2015, this document was executed by Sam J. Billmeyer and Julia L. Jackowski, as Vice President and Secretary, respectively, of Casey’s Marketing Company.

Notary Public

Exhibit A

LEGAL DESCRIPTION of 615 S. Downey Street, West Branch, IA 52358:

The West 259.00 feet of a parcel of land in the North 1/2 of the Southwest 1/4 of Section 8, T 79N, R 4W of the 5th P.M. in Cedar County, Iowa as recorded in Plat Book 5, Page 320 in the Auditor's Office of Cedar County, Iowa, except the South 40.00 feet thereof more particularly described as follows:

COMMENCING at a point of reference at the Southwest Corner of the North 1/2 of the Southwest 1/4 of said Section 8; THENCE N 90° 00' 00" E, 50.00 feet along the South line of said North 1/2 to a found 5/8" iron pin at a point of intersection with the Easterly Right-of-Way line of County Road "D"; THENCE N 0° 33' 00" W, 304.00 feet along said Easterly Right-of-Way line to an iron pin being the POINT OF BEGINNING of Parcel "A"; THENCE N 90° 00' 00"E, 259.00 feet to an iron pin; THENCE N 0° 33' 00"W, 585.25 feet to an iron pin along the southerly Right-of-Way line of Interstate 80; THENCE S 74° 51' 00"W, 215.19 feet along said Southerly Right-of-Way line to an iron rail; THENCE S 24° 43' 00"W, 118.90 feet along said Southerly Right-of-Way line to an iron rail along the said Easterly Right-of-Way line of County Road "D"; THENCE S 0° 33' 00"E, 421.00 feet to the POINT OF BEGINNING; and subject to easements of record, and containing 3.21 acres.

GRADING NOTES

- 1. STRIP TOPSOIL (8") FROM ALL THE AREAS WHICH ARE TO BE FILLED OR CUT FOR BORROW.
- 2. ALL AREAS TO RECEIVE STRUCTURAL FILL SHALL BE BENCHED.
- 3. PREPARE BOTTOM OF BENCH FOR FILL BY DISKING TO A DEPTH OF 4 INCHES AND COMPACT. ANY LOCALIZED AREAS WHICH CANNOT BE SATISFACTORILY COMPACTED OR WHICH SHOW EVIDENCE OF PUMPING ACTION SHALL BE UNDERCUT AND RECOMPACTED WITH ON-SITE FILL MATERIALS.
- 4. ALL STRUCTURAL FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR.
- 5. ALL AREAS WHICH ARE TO RECEIVE PAVING SHALL HAVE THE TOP 12 INCHES DISKED AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- 6. MAINTAIN ALL CUT AND FILL AREAS TO ACCOMMODATE SURFACE DRAINAGE.
- 7. GRADING CONTRACTOR SHALL STOCKPILE TOPSOIL FOR SHOULDERING.
- 8. FINISH GRADE ON ALL NON-PAVED AREAS SHALL BE WITHIN 0.20 FEET AND PAVED AREAS SHALL BE WITHIN 0.10 FEET OF THE PROPOSED GRADES SHOWN ON THE PLAN.
- 9. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES. ANY DAMAGE SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER OF THE UTILITIES.
- 10. MAXIMUM ALLOWABLE GRADE ON ALL PROPOSED SLOPES IS 3:1.
- 11. TOPSOIL SHALL BE SPREAD TO A MINIMUM THICKNESS OF 6 INCHES ON ALL DISTURBED AREAS.
- 12. THE MOISTURE CONTENT SHALL NOT DEVIATE FROM THE OPTIMUM BY MORE THAN 2% IN STRUCTURAL FILL.
- 13. ALL PROPOSED MATERIALS SHALL BE APPROVED BY THE CITY OF WEST BRANCH AND THE IOWA DOT.
- 14. ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY OF WEST BRANCH.

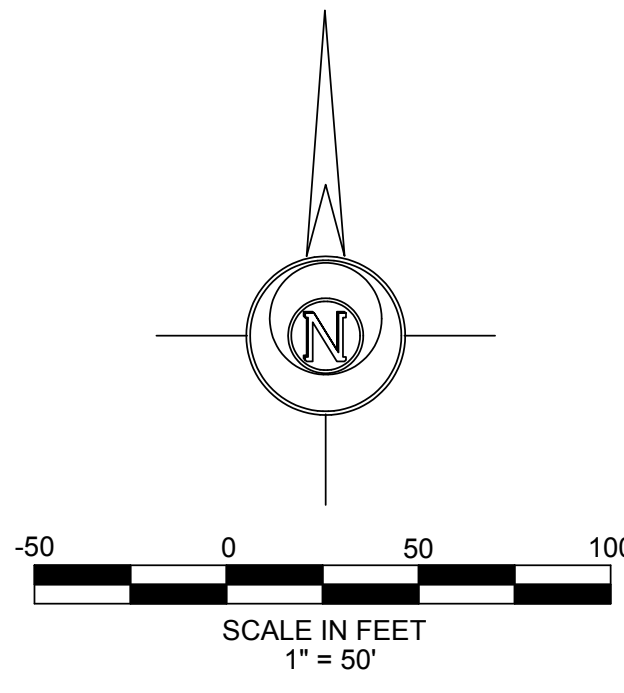
UTILITY NOTES

- 1. LOWER WATERMAIN AS REQUIRED TO MAINTAIN MINIMUM COVER.
- 2. RELOCATE EXISTING POWERPOLES AND TRANSFORMERS, AS NECESSARY. (CONTACT APPROPRIATE PROVIDER FOR RELOCATION)
- 3. RELOCATE FIRE HYDRANT AT SOUTHWEST CORNER OF TIDEWATER DRIVE AND DIVISION STREET. (CONTACT CITY FOR RELOCATION)
- 4. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES. ANY DAMAGE SHALL BE REPAIRED BY THE ONTRACTOR TO THE STISFACTION OF THE OWNER OF THE UTILITIES.
- 5. IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT UTILITY COMPANIES PRIOR TO CONNECTION OR DISCONNECTION OF A SERVICE LINE.
- 6. THE LOCATION(S) OF THE UTILITIES SHOWN ON THE PLAN ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATIONS/ELEVATIONS OF THE UTILITIES BETWEEN THE SURFACE FEATURES SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

MOTEL LANDSCAPING NOTES

- 1. OWNER WOULD LIKE THE CONTRACTOR TO STOCKPILE THE LANDSCAPING MATERIAL FROM THE EXISTING DRIVE IN THE REAR PARKING AREA OF THE MOTEL. CONTRACTOR SHOULD COORDINATE THE LOCATION WITH MOTEL OWNER.

PUBLIC IMPROVEMENTS
FOR
S Downey Street & Tidewater Drive
West Branch, Iowa



STORM SEWER INFORMATION					
STRUCTURE	TYPE	RIM/GRATE	INV	INV	INV
ST-#1	SPECIAL AREA INTAKE	G= 768.60'	765.54' (N)	765.54' (S)	
ST-#2	SW-401	R= 769.82'	766.82' (N)	765.76' (W)	765.66' (S)
ST-#2A	SW-508	G= 769.00'	766.22' (E)		
ST-#3	SW-401	R= 775.32'	769.89' (E)	769.89' (N)	769.79' (S)
ST-#3A	SW-508	R= 775.30'	770.16' (W)		
ST-#4	SW-401	R= 779.21'	774.31' (NW)	774.31' (E)	774.21' (S)
ST-#4A	SW-508	R= 779.05'	774.58' (W)		
ST-#5	SW-401	R= 781.55'	FIELD VERIFY		
ST-#6	36" FES		761.10' (N)		
ST-#7	SW-401	R= 766.00'	761.80' (NE)	761.70' (S)	
ST-#7A	SW-501	G= 767.40'	762.22' (SW)		
ST-#8	SW-512	G= 766.32'	763.32' (NW)	763.22' (S)	
ST-#8A	SW-508	R= 768.10'	764.04' (SE)		
ST-#9	SW-401	R= 770.00'	765.52' (E)	765.52' (N)	765.42' (S)
ST-#9A	SW-501	G= 774.00'	767.82' (W)		
ST-#10	SW-401	R= 773.55'	766.94' (NE)	776.84' (S)	
ST-#11	SW-501	G= 774.25'	767.86' (N)	767.74' (S)	
ST-#12	SW-501	G= 774.40'	768.56' (NW)	768.56' (NE)	768.46' (S)
ST-#13	SW-401	R= 775.55'	769.13' (N)	769.13' (W)	769.03' (SE)
ST-#13A	SW-508	R= 775.20'	769.31' (E)		
ST-#14	SW-401	R= 779.13'	773.11' (W)	773.01' (S)	
ST-#14A	SW-508	R= 779.15'	773.29' (E)		

ESTIMATE QUANTITIES

STORM SEWER	
12" R.C.P.	121 LF
12" R.C.P. F.E.S. w/ Footing	1 EA
15" R.C.P.	324 LF
18" R.C.P.	173 LF
24" R.C.P.	396 LF
30" R.C.P.	290 LF
36" R.C.P.	60 LF
36" R.C.P. F.E.S w/ Footing	1 EA
SW-401 STORM MANHOLE	9 EA
SW-501 SINGLE GRATE INTAKE	5 EA
SW-508 SINGLE OPEN-THROAT INTAKE	6 EA
SW-512 AREA INTAKE	1 EA
SPECIAL AREA INTAKE	1 EA
PAVING	
HMA	2,460 SY
NON REINFORCED P.C.C. (STREET)	4,405 SY
6" STANDARD CURB & GUTTER	2,810 LF
3" ROLL CURB	345 LF
SUBGRADE PREP	6,865 SY
5" NON REINFORCED P.C.C. (BIKE TRAIL)	890 SY

SHEET INDEX

Sheet 1.....	Grading Plan
Sheet 2.....	S Downey Street Plan and Profile (West)
Sheet 3.....	S Downey Street Plan and Profile (East)
Sheet 4.....	Tidewater Drive Plan and Profile
Sheet 5.....	Division Street Plan and Profile
Sheet 6.....	Intersection, Sidewalk & Dimension Plan
Sheet 7.....	Construction Phasing Plan
Sheet 8.....	Standard Details
Sheet 9.....	Standard Details
Sheet 10.....	Typical Cross Sections

A. LEO PELDS ENGINEERING COMPANY

Engineering | Planning | Surveying

2323 Dixon Street, Des Moines, IA 50316 · P.O. Box 4626, Des Moines, IA 50305 · P: (515) 265-8196 F: (515) 266-2258

EXISTING UTILITIES NOTE:
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LEGEND:

STANDARD SYMBOLS:

- IRON ROD OR PIPE FOUND
- CALCULATED CORNER
- ▲ SECT. COR. MONUMENT FOUND
- △ SECT. COR. MONUMENT CALC.
- ⊙ POWER POLE
- ⊕ LIGHT POLE
- F.F. FINISHED FLOOR

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x:125.34

N.T.S.

H.M.A.

MORE OR LESS FENCE LINE

FIRE HYDRANT

SANITARY SEWER MANHOLE

STORM SEWER MANHOLE

VALVE

SPOT ELEVATION (@ x)

NOT TO SCALE

HOT MIX ASPHALT

P.C.C. ---xxx---

W

GAS

SAN

ST

UOE/T

UHE/T

CATV

PORTLAND CEMENT CONCRETE

UTILITY LINE OR PIPE

WATER

GAS

SANITARY SEWER

STORM SEWER

UNDERGROUND ELEC. / TEL.

OVERHEAD ELEC. / TEL.

CABLE TELEVISION

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.

VOLDEMARS L. PELDS, P.E. IA LIC. NO. 18842 DATE: 02-14-2014

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015

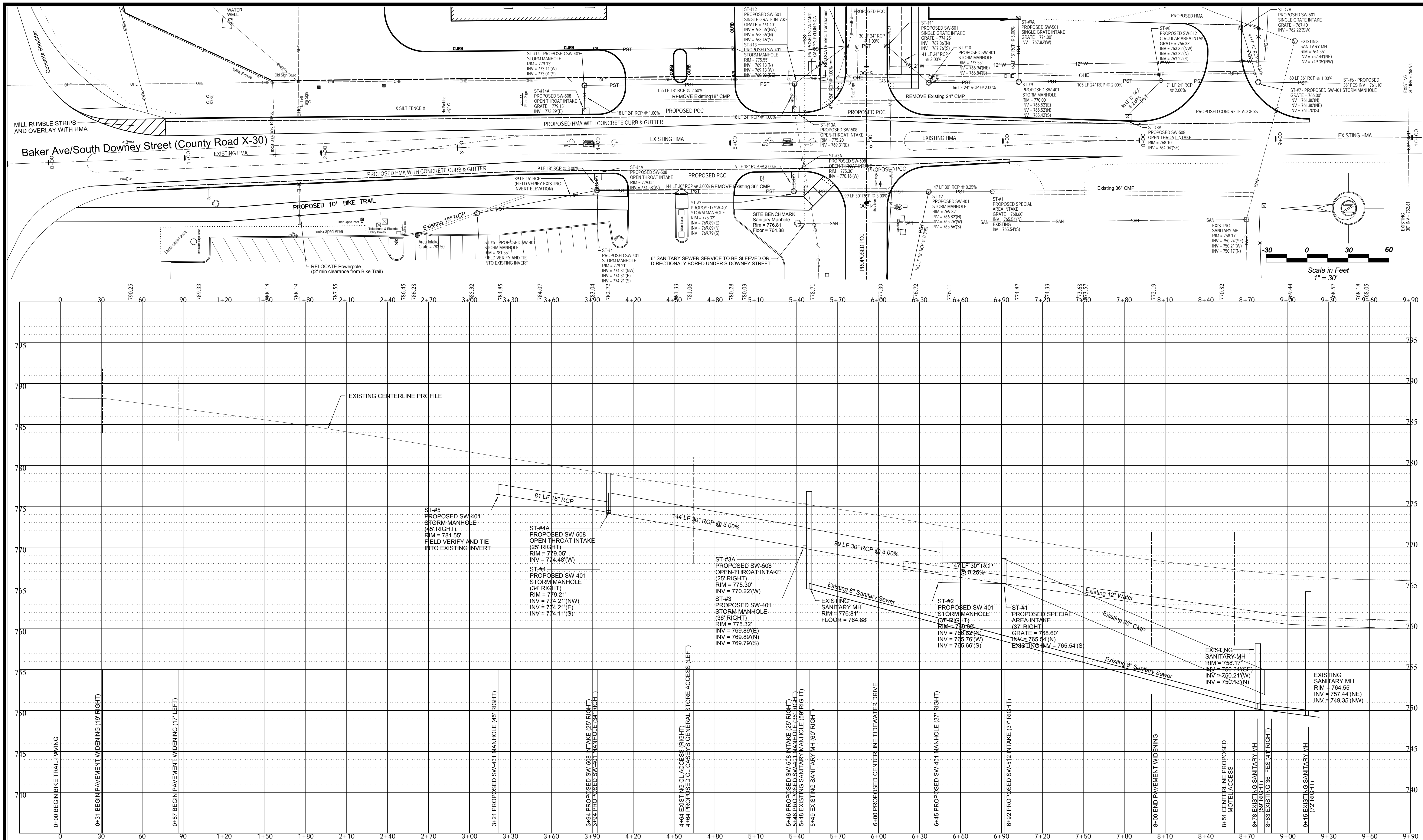
ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE):

Public Improvements for
S Downey Street, Tidewater Drive & Division Street
West Branch, Iowa

Sanitary Manhole @ NW corner of Downey & Tidewater
Elevation = 778.81'

02-14-2014 E. Jondle 1" = 50' 03-23-2015 14-008

Sheet 1 - Grading Plan



LEGEND:

STANDARD SYMBOLS:

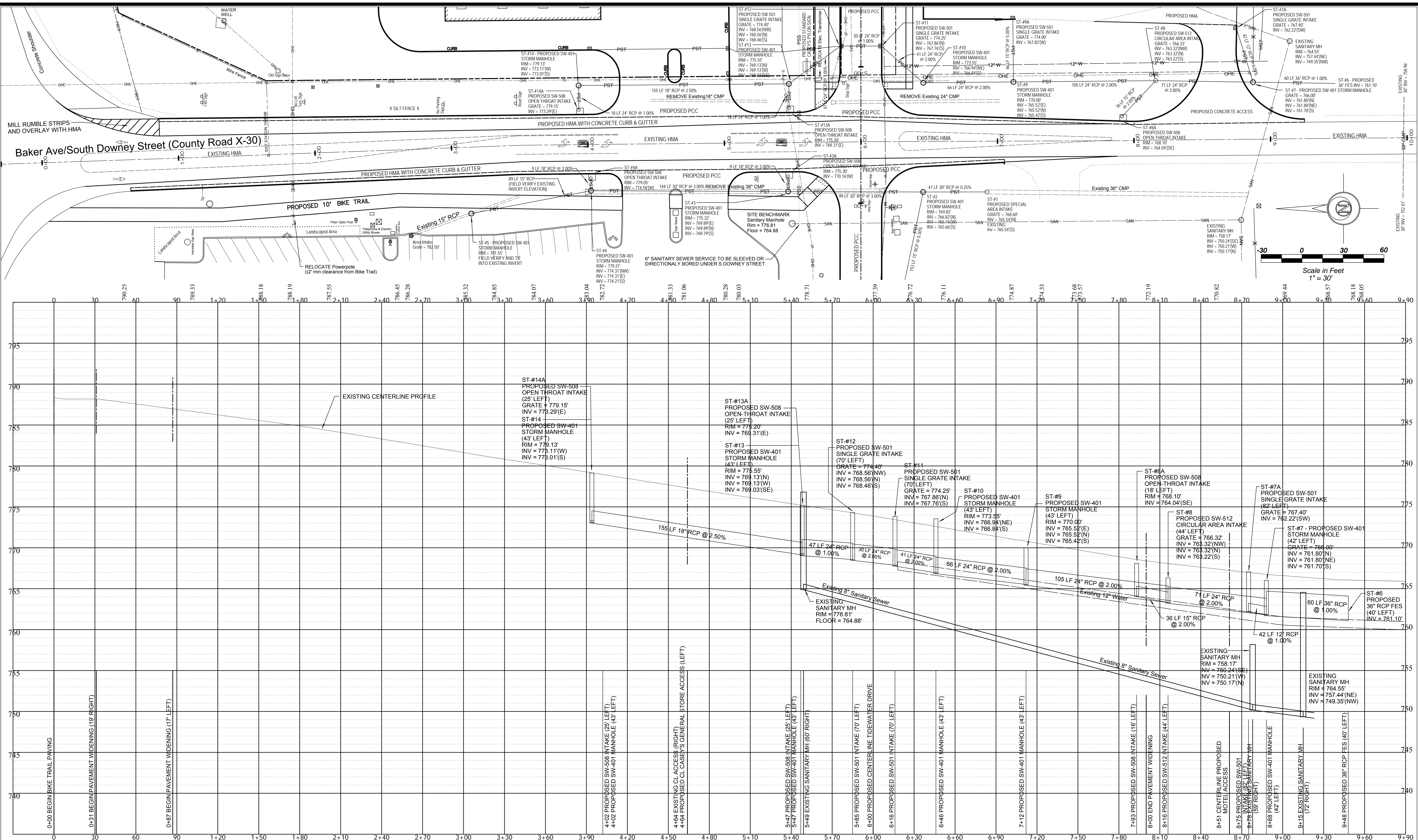
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P.C.C.	PORTLAND CEMENT CONCRETE
W	UTILITY LINE OR PIPE
GAS	GAS
SAN	SANITARY SEWER
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O/E/T	OVERHEAD ELEC. / TEL.
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- IRON ROD OR PIPE FOUND
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GAS	GAS
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ST	STORM SEWER
UGE/T	UNDERGROUND ELEC. / TEL.
OHE/T	OVERHEAD ELEC. / TEL.
CATV	CABLE TELEVISION

<h2 style="text-align: center;">Public Improvements for</h2> <h3 style="text-align: center;">S Downey Street, Tidewater Drive & Division Street</h3> <h3 style="text-align: center;">West Branch, Iowa</h3>					
Sanitary Manhole @ NW corner of Downey & Tidewater Elevation = 776.81'			Section:		
Date: 02-24-2014	Engineer: E. Jondle	Scale: 1" = 30'	Date: 03-25-2015	Sheet No:	14-008

LEGEND:

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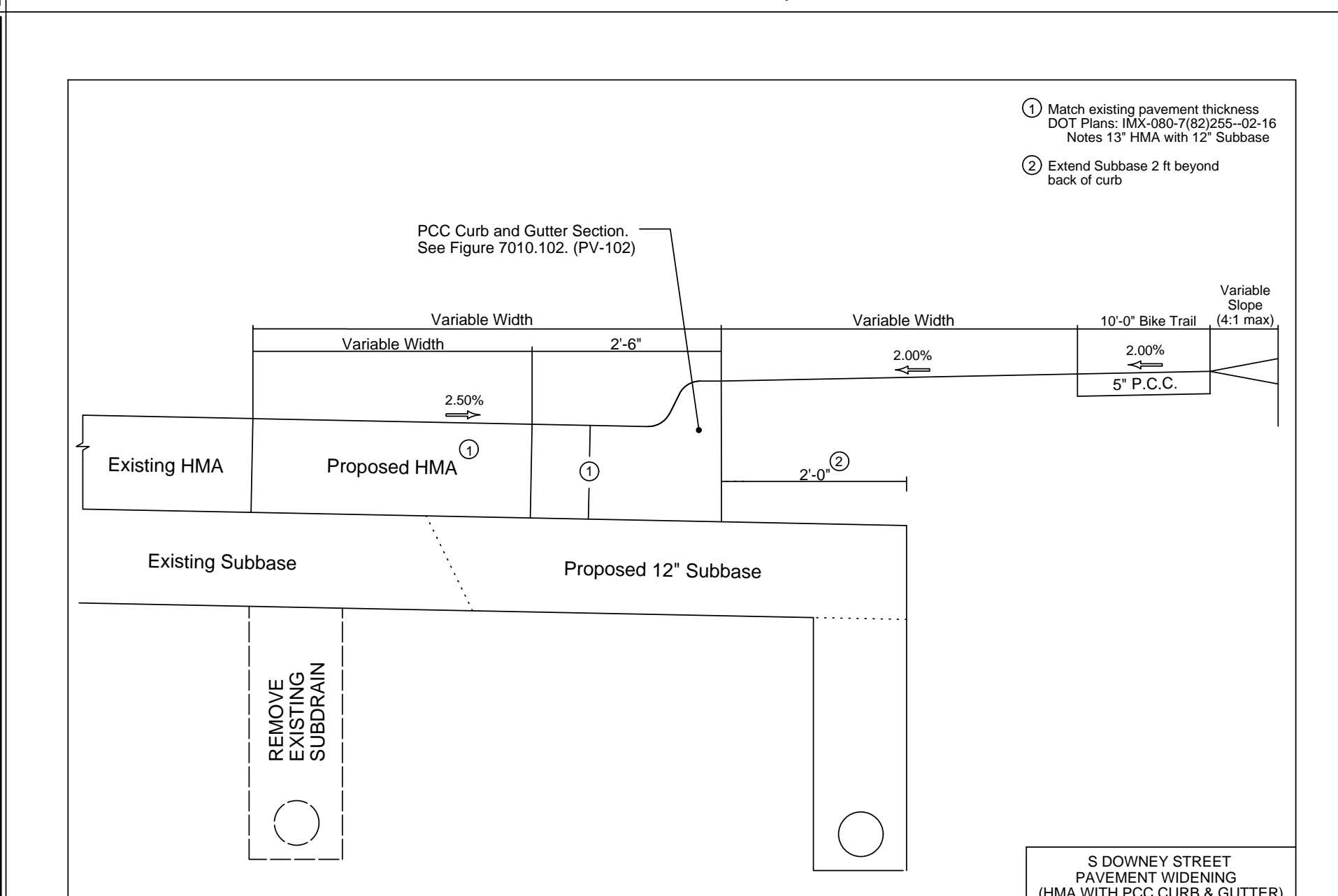
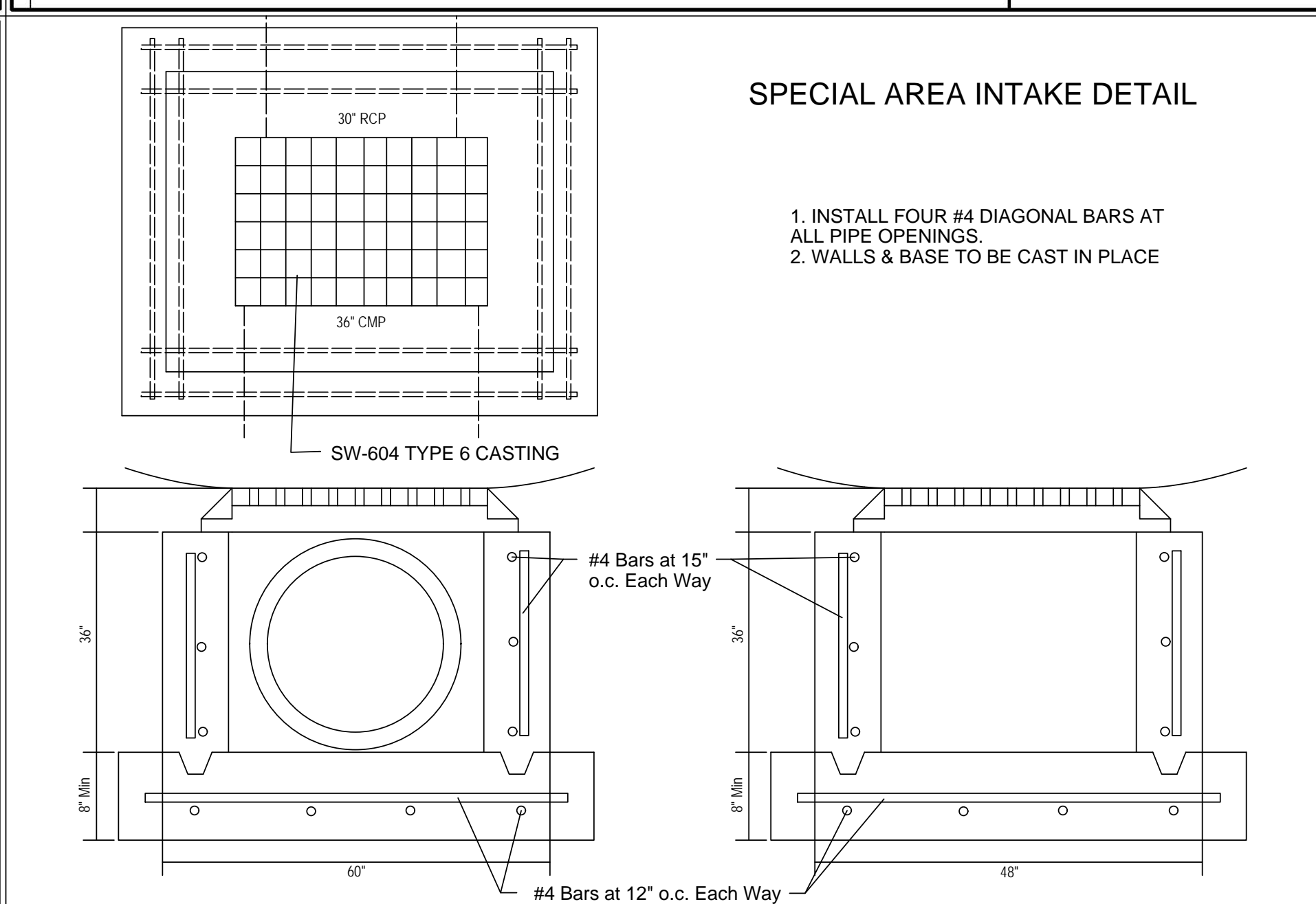
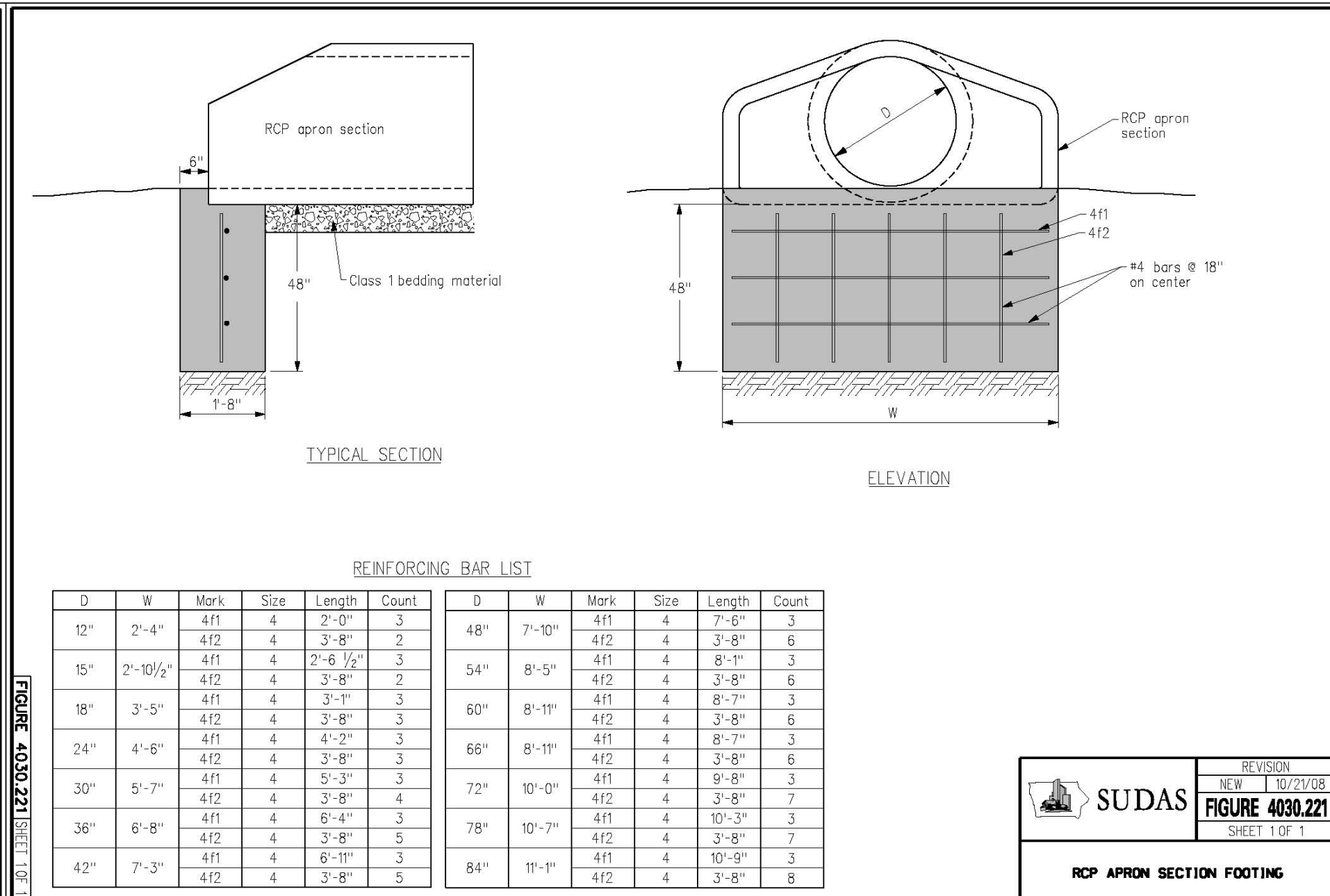
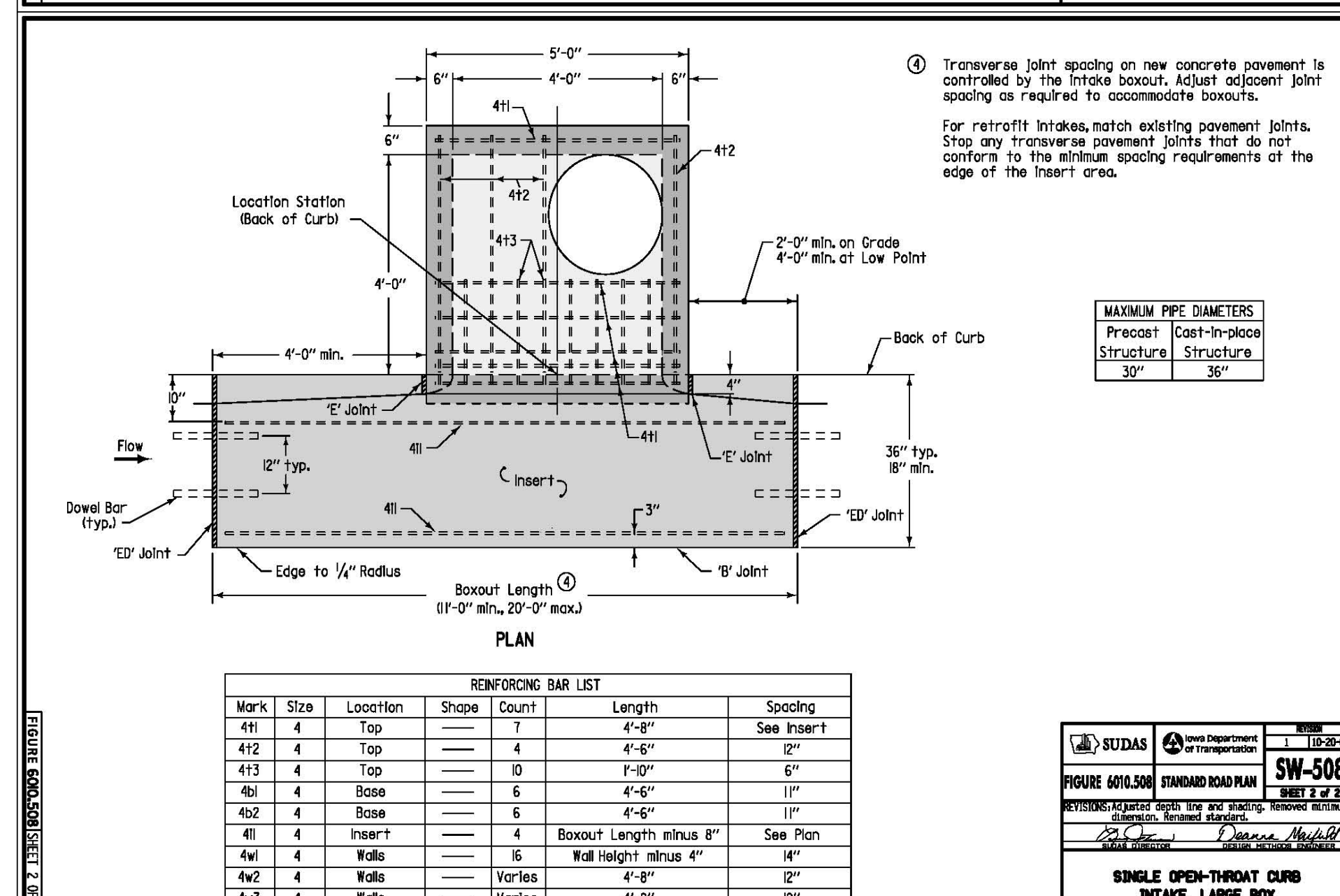
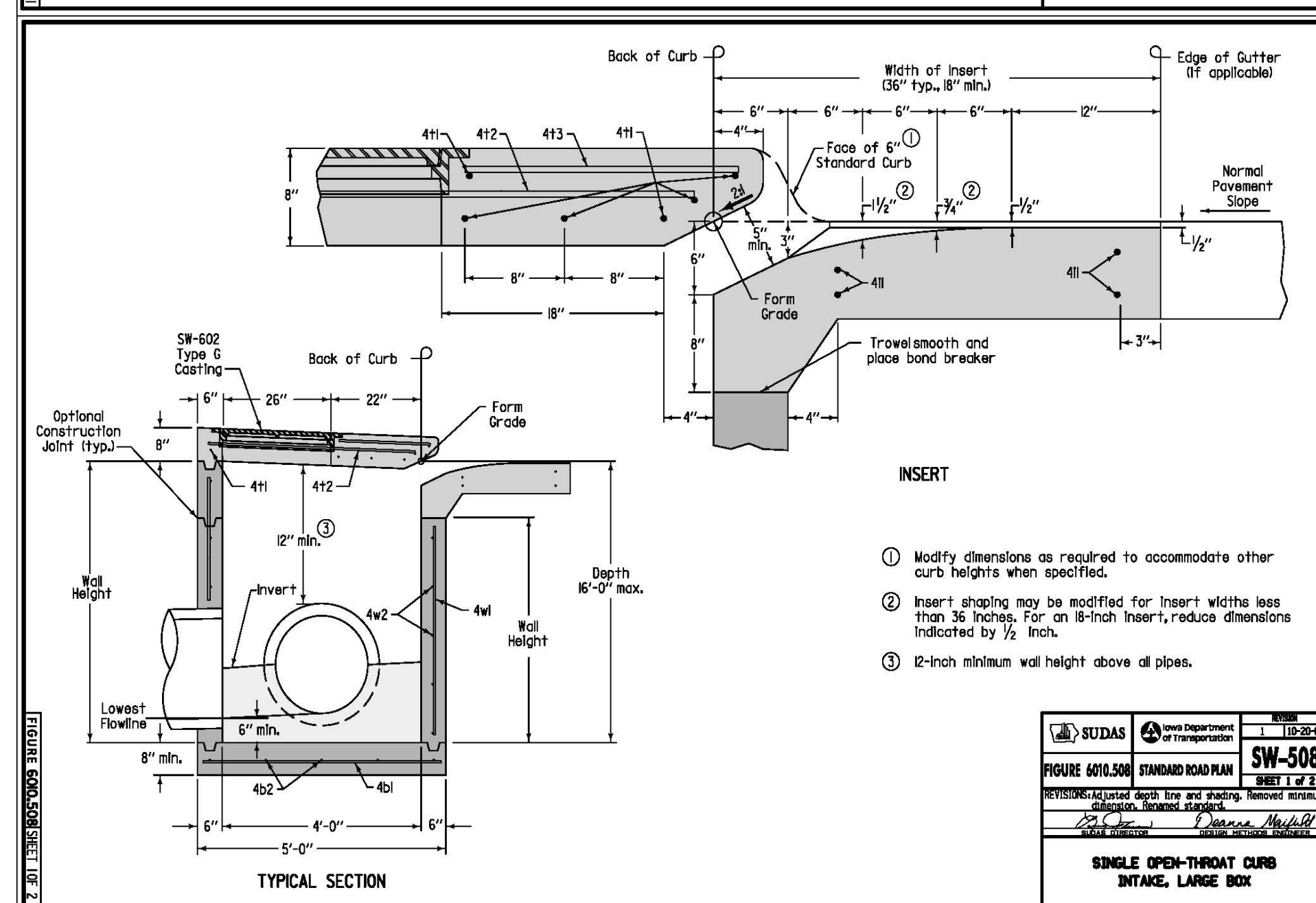
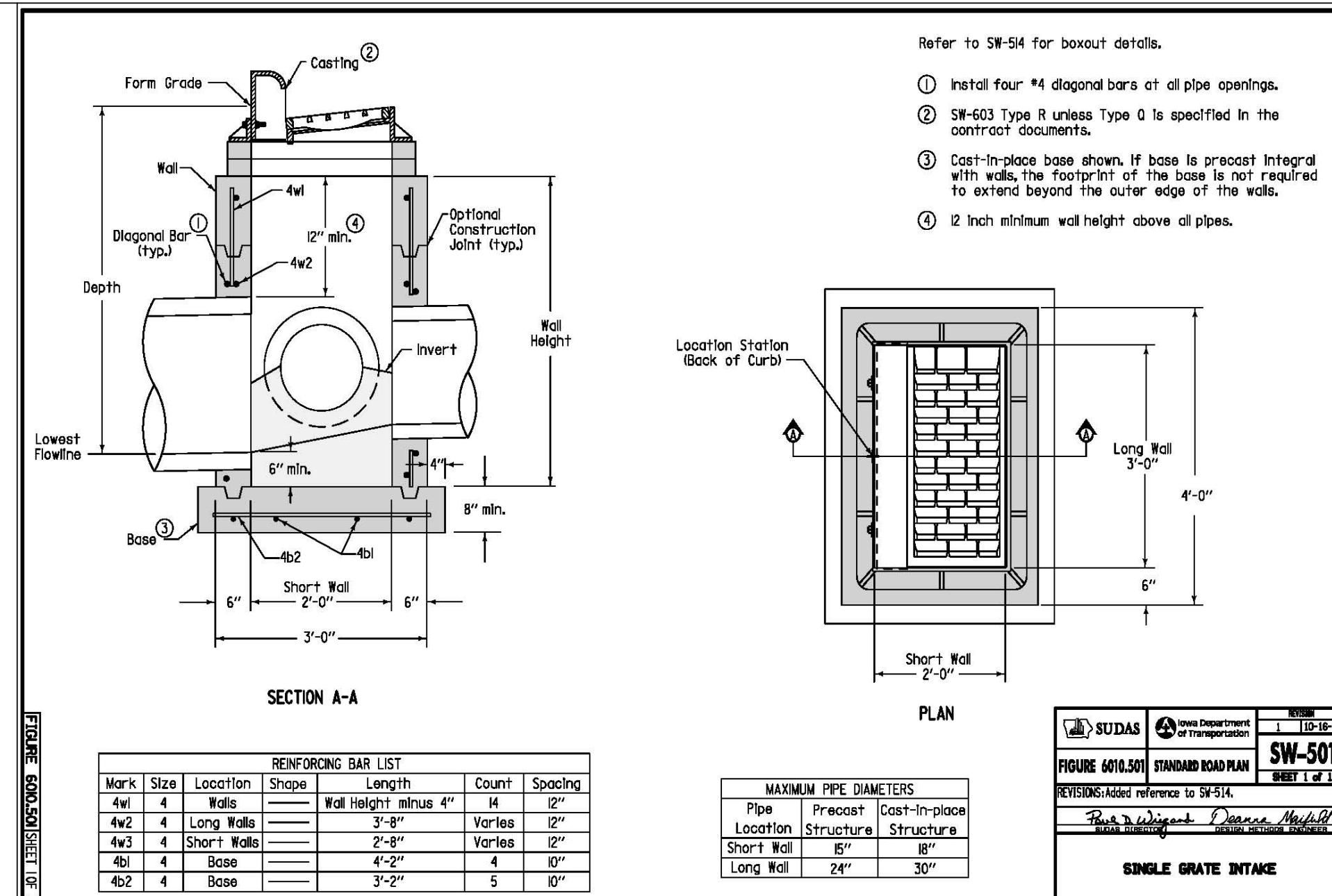
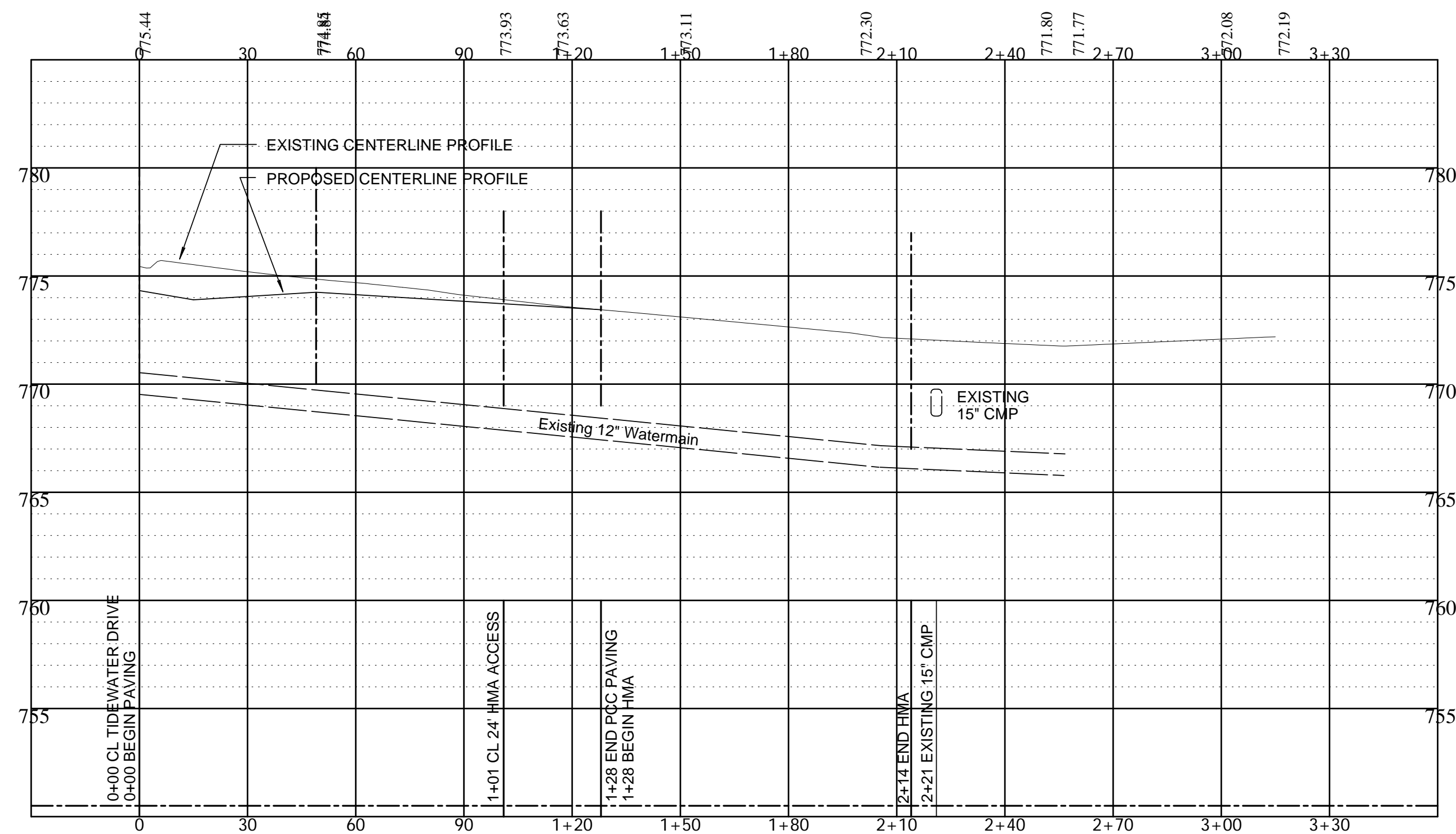
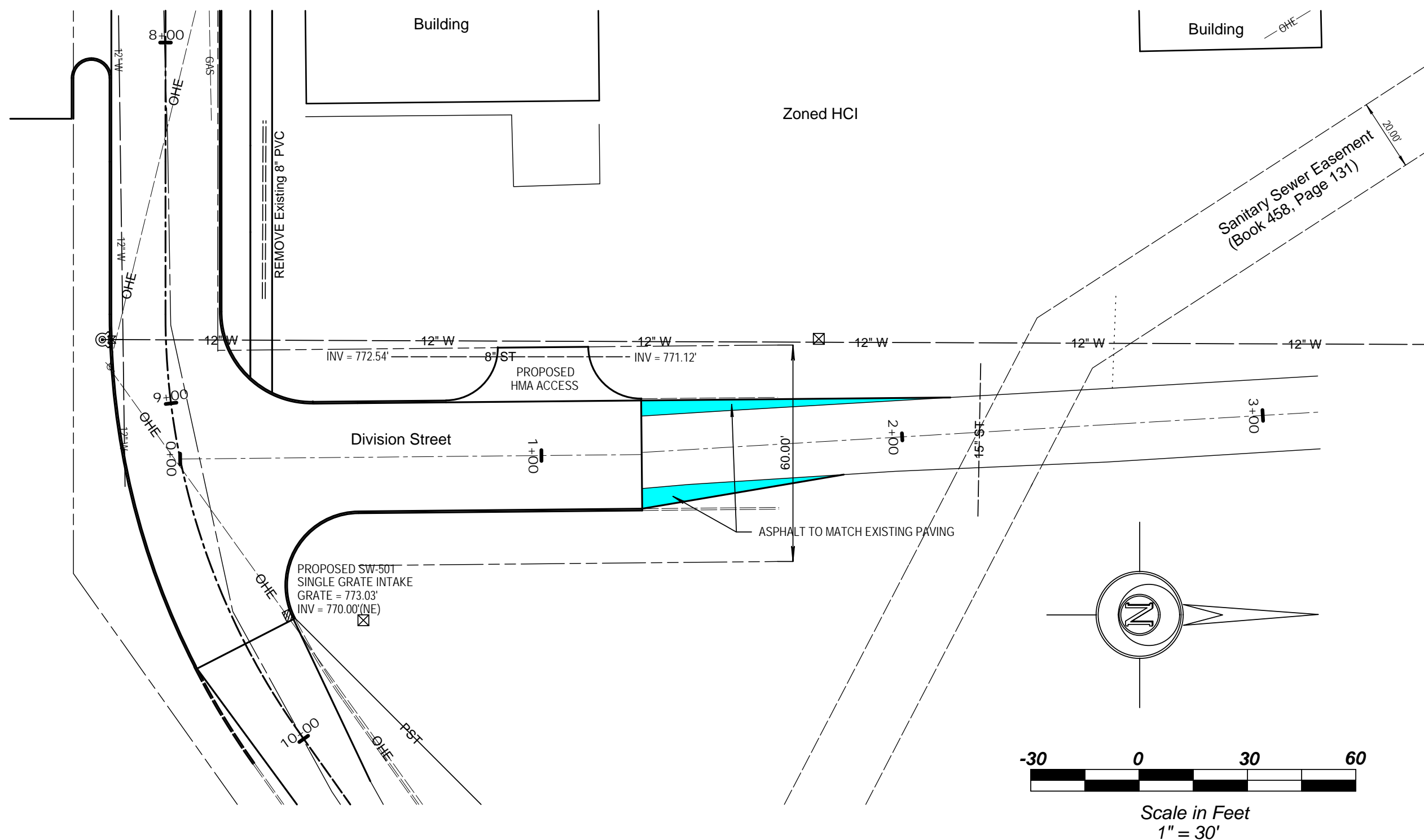
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<h1 style="text-align: center;">Public Improvements for</h1> <h2 style="text-align: center;">S Downey Street, Tidewater Drive & Division Street</h2> <h3 style="text-align: center;">West Branch, Iowa</h3>					
PROJECT: Sanitary Manhole @ NWcorner of Downey & Tidewater Elevation = 776.81'			CITY/STATE: WEST BRANCH, IOWA		
CONTRACT DATE: 02-24-2014	DRAWN BY: E. Jondle	SCALE: 1" = 30'	SHEET NUMBER: 01-12-2015	DRAWING NO: 14-008	
TITLE: Sheet 4 - Tidewater Drive Plan and Profile					

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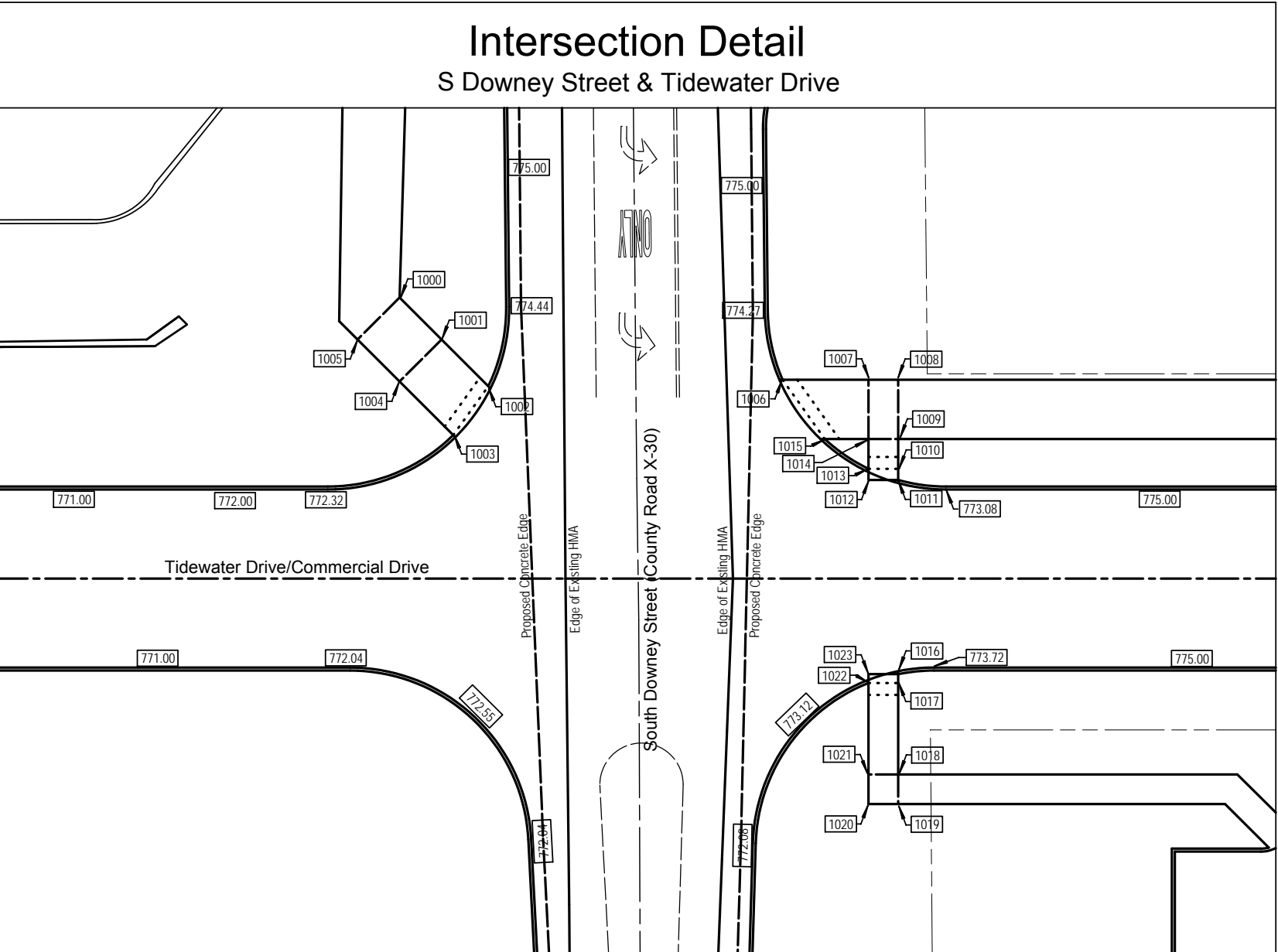


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OHE/T	OVERHEAD ELEC. / TEL.
CATV	CABLE TELEVISION

<h1 style="text-align: center;">Public Improvements for</h1> <h2 style="text-align: center;">S Downey Street, Tidewater Drive & Division Street</h2> <h3 style="text-align: center;">West Branch, Iowa</h3>					
PROJECT: Sanitary Manhole @ N@ corner of Dwayne & Tidewater Elevation = 776.81'			SHEET NO:		
CONTRACT DATE	DRAWN BY	SCALE	DATE OF REVISION	DRAWING NO.	
02-24-2014	E. Jondle	1" = 30'	01-12-2015	14-008	
PREPARED BY:					
Sheet 5 - Division Street Plan and Profile					




Point	Station	Offset	Elevation
1000	5+66.50	39.76	774.80
1001	5+60.63	32.75	774.60
1002	5+68.21	25.30	773.90
1003	5+76.16	31.51	773.70
1004	5+67.64	39.88	774.40
1005	5+60.50	46.89	774.60
1006	5+66.66	-24.69	773.94
1007	5+66.66	-39.15	774.20
1008	5+66.66	-44.15	774.30
1009	5+76.79	-44.06	774.10
1010	5+81.85	-44.02	733.85
1011	5+83.74	-44.00	733.87
1012	5+83.74	-39.00	733.82
1013	5+81.85	-39.02	773.80
1014	5+76.79	-39.06	774.00
1015	5+76.79	-31.70	773.70
1016	6+16.23	-43.62	773.55
1017	6+17.69	-43.61	773.45
1018	6+33.10	-43.55	774.00
1019	6+38.10	-43.53	773.90
1020	6+38.10	-38.53	773.80
1021	6+33.10	-38.55	773.90
1022	6+17.69	-38.61	773.40
1023	6+16.23	-38.62	773.46

POINT TO POINT	SIDEWALK DESIGNATION	DISTANCE (ft)	CHANGE IN (ft)	SLOPE %	LEGALLY ACCEPTABLE RANGE	DIFFERENCE BETWEEN DESIGNED SLOPE & MAXIMUM LEGALLY ACCEPTABLE RANGE	ACCEPTABLE CONSTRUCTED RANGE	DOES DESIGNER NEED TO OBTAIN DESIGN APPROVAL FROM METHODS ENGINEER?	STAKING REQUIRED
1000 1001	LANDING/TURNING SPACE	10.00	0.20	2.00%	0.1% TO 2.0%	0.00%	0.1% TO 2.0%	YES	YES
1001 1002	RAMP RUNNING SLOPE	10.63	0.70	6.59%	0.5% TO 8.3%	1.71%	0.5% TO 8.3%	YES	YES
1002 1003	RAMP CROSS SLOPE	10.09	0.20	1.98%	0.1% TO 2.0%	0.02%	0.1% TO 2.0%	YES	YES
1003 1004	RAMP RUNNING SLOPE	11.95	0.70	5.86%	0.5% TO 8.3%	2.44%	0.5% TO 8.3%	YES	YES
1004 1005	LANDING/TURNING SPACE	10.00	0.20	2.00%	0.1% TO 2.0%	0.00%	0.1% TO 2.0%	YES	YES
1005 1006	LANDING/TURNING SPACE	10.00	0.20	2.00%	0.1% TO 2.0%	0.00%	0.1% TO 2.0%	YES	YES
1006 1007	RAMP RUNNING SLOPE	14.46	0.26	1.80%	0.5% TO 8.3%	6.50%	0.5% TO 8.3%	YES	YES
1007 1008	LANDING/TURNING SPACE	5.00	0.10	2.00%	0.1% TO 2.0%	0.00%	0.1% TO 2.0%	YES	YES
1008 1009	LANDING/TURNING SPACE	10.00	0.20	2.00%	0.1% TO 2.0%	0.00%	0.1% TO 2.0%	YES	YES
1009 1010	RAMP RUNNING SLOPE	15.02	0.25	4.98%	0.5% TO 8.3%	3.32%	0.5% TO 8.3%	YES	YES
1010 1011	RAMP RUNNING SLOPE	1.88	0.02	1.06%	0.5% TO 8.3%	7.24%	0.5% TO 8.3%	YES	YES
1011 1012	CROSSWALK CROSS SLOPE	5.00	0.05	1.00%	0.0% TO 2.0%	1.00%	0.0% TO 2.0%	YES	YES
1012 1013	SIDEWALK RUNNING SLOPE	1.93	0.02	1.04%	0.5% TO 5.0%	3.96%	0.5% TO 5.0%	YES	YES
1013 1014	RAMP RUNNING SLOPE	5.02	0.20	3.98%	0.5% TO 8.3%	4.32%	0.5% TO 8.3%	YES	YES
1014 1015	RAMP RUNNING SLOPE	7.36	0.30	4.08%	0.5% TO 8.3%	4.22%	0.5% TO 8.3%	YES	YES
1015 1016	RAMP CROSS SLOPE	12.26	0.24	1.96%	0.1% TO 2.0%	0.04%	0.1% TO 2.0%	YES	YES
1016 1017	LANDING/TURNING SPACE	10.00	0.20	2.00%	0.1% TO 2.0%	0.00%	0.1% TO 2.0%	YES	YES
1017 1018	LANDING/TURNING SPACE	5.00	0.10	2.00%	0.1% TO 2.0%	0.00%	0.1% TO 2.0%	YES	YES
1018 1019	LANDING/TURNING SPACE	5.00	0.10	2.00%	0.1% TO 2.0%	0.00%	0.1% TO 2.0%	YES	YES
1019 1020	LANDING/TURNING SPACE	5.00	0.10	2.00%	0.1% TO 2.0%	0.00%	0.1% TO 2.0%	YES	YES
1020 1021	LANDING/TURNING SPACE	5.00	0.10	2.00%	0.1% TO 2.0%	0.00%	0.1% TO 2.0%	YES	YES
1021 1022	RAMP RUNNING SLOPE	15.41	0.50	3.24%	0.5% TO 8.3%	5.06%	0.5% TO 8.3%	YES	YES
1022 1023	SIDEWALK RUNNING SLOPE	1.47	0.06	4.08%	0.5% TO 5.0%	0.92%	0.5% TO 5.0%	YES	YES
1023 1016	CROSSWALK CROSS SLOPE	0.09	0.00	1.80%	0.0% TO 2.0%	1.80%	0.0% TO 2.0%	YES	YES
1017 1022	RAMP CROSS SLOPE	5.00	0.05	1.00%	0.1% TO 2.0%	1.00%	0.1% TO 2.0%	YES	YES
1018 1021	LANDING/TURNING SPACE	5.00	0.10	2.00%	0.1% TO 2.0%	0.00%	0.1% TO 2.0%	YES	YES

EXISTING UTILITIES NOTE:
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Engineering | Planning | Surveying
2323 Dixon Street, Des Moines, IA 50316 - P.O. Box 4626, Des Moines, IA 50305 - P: (515) 265-8196 F: (515) 265-2259

LEGEND:

STANDARD SYMBOLS:

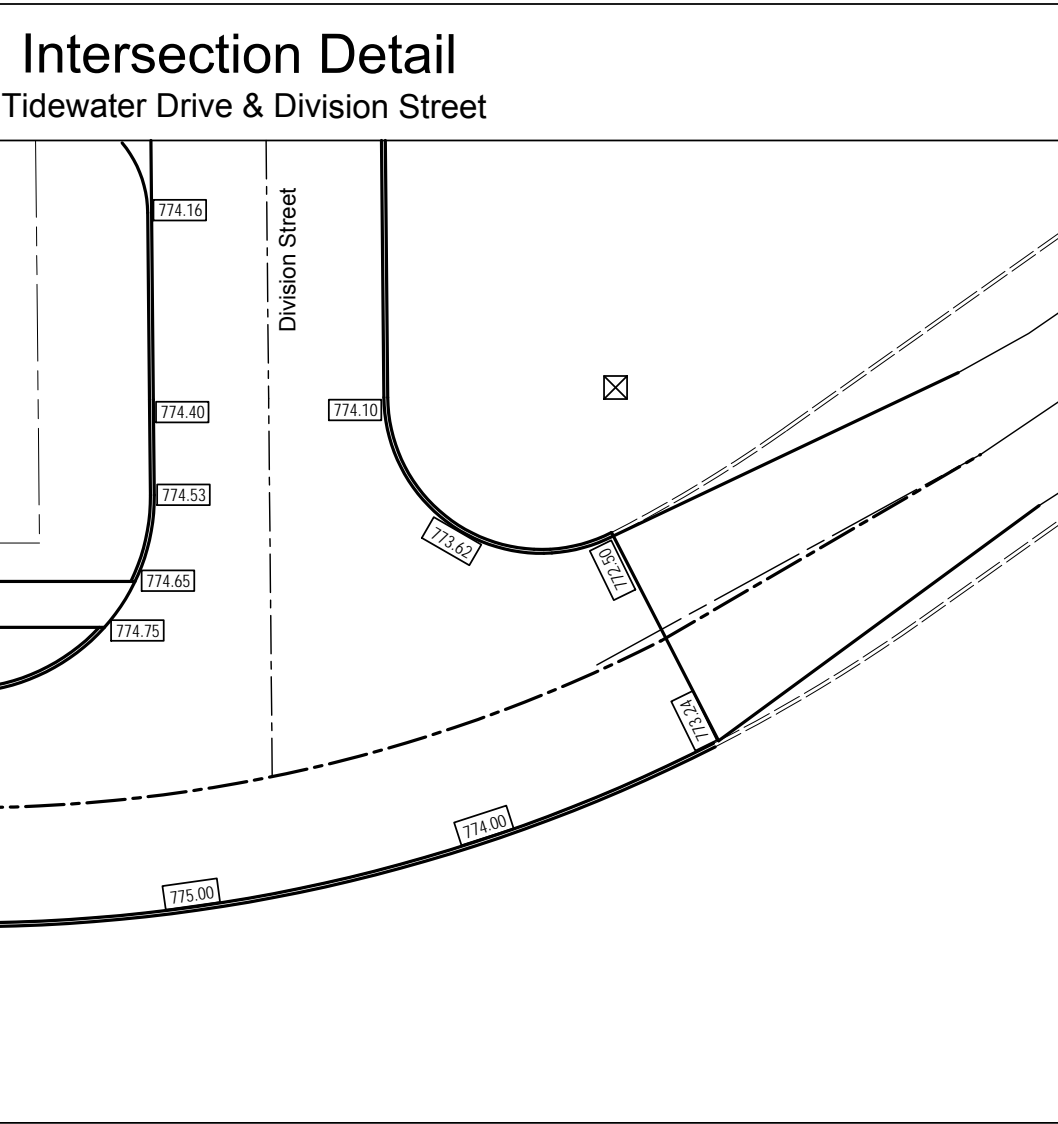
- IRON ROD OR PIPE FOUND
- CALCULATED CORNER
- ▲ SECT. COR. MONUMENT FOUND
- △ SECT. COR. MONUMENT CALC.
- ⊕ POWER POLE
- ⊙ LIGHT POLE
- F.F. FINISHED FLOOR

- +/-
- ✕
- ⊗
- ⊙
- ⊖
- ⊕
- x:125.34
- N.T.S.
- H.M.A.

- MORE OR LESS
- FENCE LINE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- VALVE
- SPOT ELEVATION (@ x)
- NOT TO SCALE
- HOT MIX ASPHALT

- P.C.C.
- XXX
- W
- GAS
- SAN
- ST
- UGE/T
- OHE/T
- CATV

- PORTLAND CEMENT CONCRETE
- UTILITY LINE OR PIPE
- WATER
- GAS
- SANITARY SEWER
- STORM SEWER
- UNDERGROUND ELEC. / TEL.
- OVERHEAD ELEC. / TEL.
- CABLE TELEVISION



Public Improvements for
S Downey Street, Tidewater Drive & Division Street
West Branch, Iowa

Sanitary Manhole @ NW corner of Downey & Tidewater
Elevation = 776.81

DATE: 02-14-2014 BY: E. Jondle SCALE: 1" = 50' PROJECT: 03-23-2015 DRAWN BY: 14-008

Sheet 6 - Dimension & Intersection Details

GENERAL TCC NOTES

1. BEFORE ANY NEW DETOUR OR TEMPORARY ROUTE IS OPENED TO TRAFFIC, ALL NECESSARY SIGNS SHALL BE IN PLACE. ALL TCC DEVICES SHALL BE REMOVED AS SOON AS PRACTICAL WHEN THEY ARE NO LONGER NEEDED. WHEN WORK IS SUSPENDED FOR SHORT PERIODS OR TIME, TTC DEVICES THAT ARE NO LONGER APPROPRIATE SHALL BE REMOVED OR COVERED.
3. INSTALL ALL SIGNS PER SPECIFICATIONS LISTED IN THE MUTCD (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES)
4. PLACE CHANNELIZING DEVICES PER SPACING RECOMMENDATIONS IN THE MUTCD.
5. PROVIDE TEMPORARY STRIPING AS RECOMMENDED IN THE MUTCD.
6. UPON THE DISCRETION OF THE SUPERVISOR, ADDITIONAL WARNING SIGNS MAY BE ERECTED AT OTHER INTERSECTIONS WITHIN THE WORK ZONE.
7. TEMPORARY GRAVEL SHOULD BE UTILIZED TO ENSURE 10 FT TRAVELED ROADWAYS DURING PHASES 3 & 4 ALONG TIDEWATER DRIVE.

S DOWNEY STREET TCC NOTES

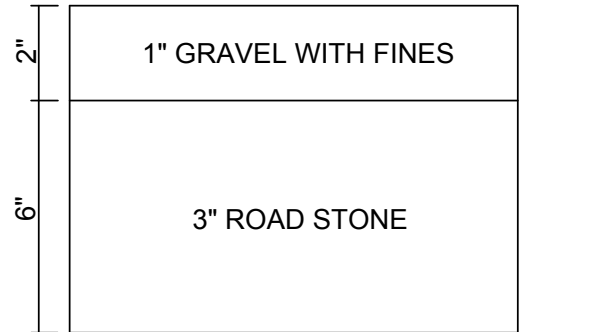
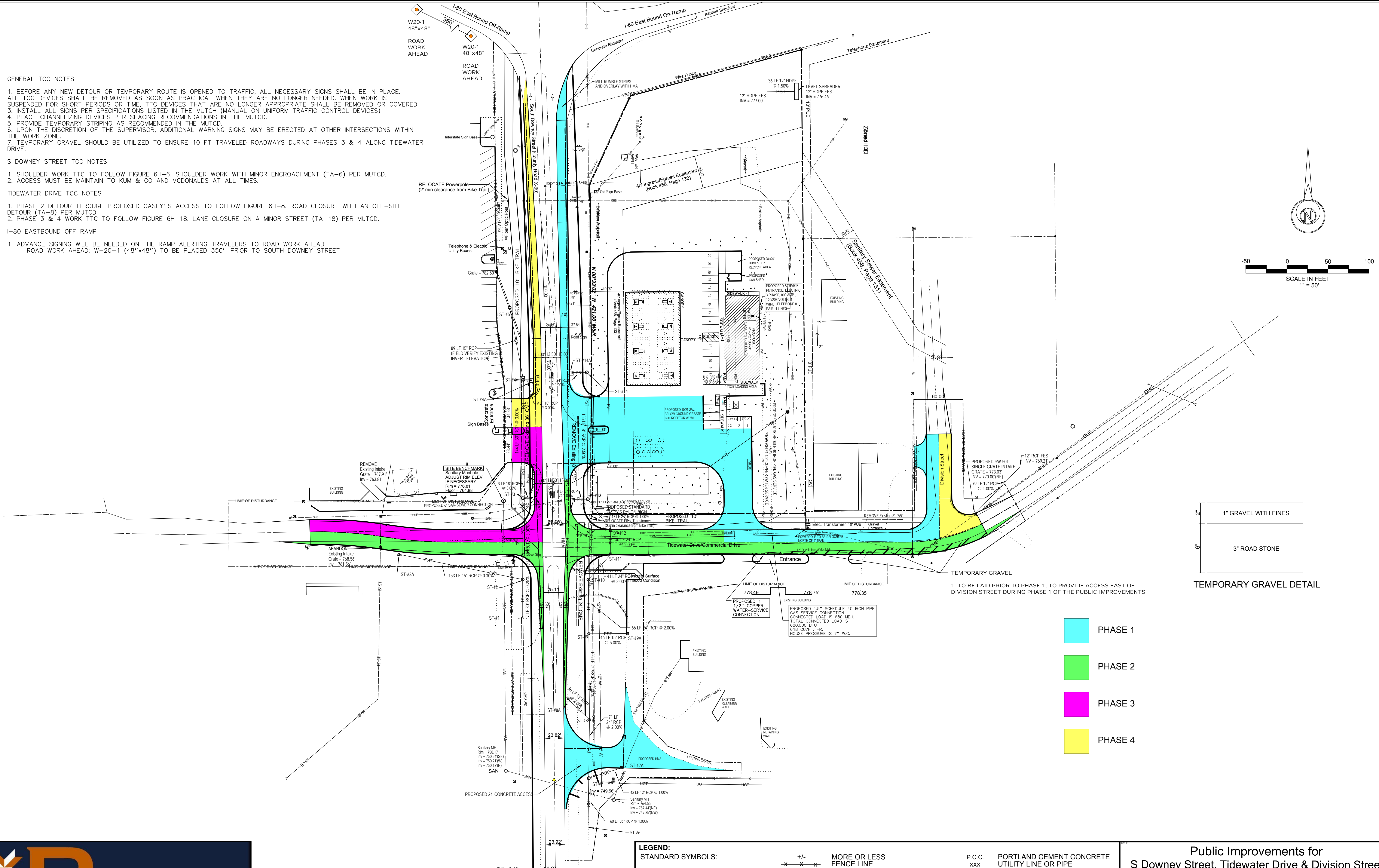
1. SHOULDER WORK TTC TO FOLLOW FIGURE 6H-6. SHOULDER WORK WITH MINOR ENCROACHMENT (TA-6) PER MUTCD.
2. ACCESS MUST BE MAINTAIN TO KUM & GO AND MCDONALDS AT ALL TIMES.

TIDEWATER DRIVE TCC NOTES

1. PHASE 2 DETOUR THROUGH PROPOSED CASEY'S ACCESS TO FOLLOW FIGURE 6H-8. ROAD CLOSURE WITH AN OFF-SITE DETOUR (TA-8) PER MUTCD.
2. PHASE 3 & 4 WORK TTC TO FOLLOW FIGURE 6H-18. LANE CLOSURE ON A MINOR STREET (TA-18) PER MUTCD.

I-80 EASTBOUND OFF RAMP

1. ADVANCE SIGNING WILL BE NEEDED ON THE RAMP ALERTING TRAVELERS TO ROAD WORK AHEAD. ROAD WORK AHEAD: W-20-1 (48"x48") TO BE PLACED 350' PRIOR TO SOUTH DOWNEY STREET



- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4

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LEGEND:

STANDARD SYMBOLS:

- IRON ROD OR PIPE FOUND
- CALCULATED CORNER
- ▲ SECT. COR. MONUMENT FOUND
- △ SECT. COR. MONUMENT CALC.
- ⊙ POWER POLE
- ⊙ LIGHT POLE
- F.F. FINISHED FLOOR

+/-

XXX

⊙

⊙

⊙

⊙

x:125.34

N.T.S.

H.M.A.

MORE OR LESS FENCE LINE

FIRE HYDRANT

SANITARY SEWER MANHOLE

STORM SEWER MANHOLE

VALVE

SPOT ELEVATION (@ x)

NOT TO SCALE

HOT MIX ASPHALT

P.C.C.

W

GAS

SAN

ST

UGE/T

OHE/T

CATV

PORTLAND CEMENT CONCRETE

UTILITY LINE OR PIPE

WATER

GAS

SANITARY SEWER

STORM SEWER

UNDERGROUND ELEC. / TEL.

OVERHEAD ELEC. / TEL.

CABLE TELEVISION

Public Improvements for
S Downey Street, Tidewater Drive & Division Street
West Branch, Iowa

Sanitary Manhole @ NW corner of Downey & Tidewater
Elevation = 776.81'

02-14-2014

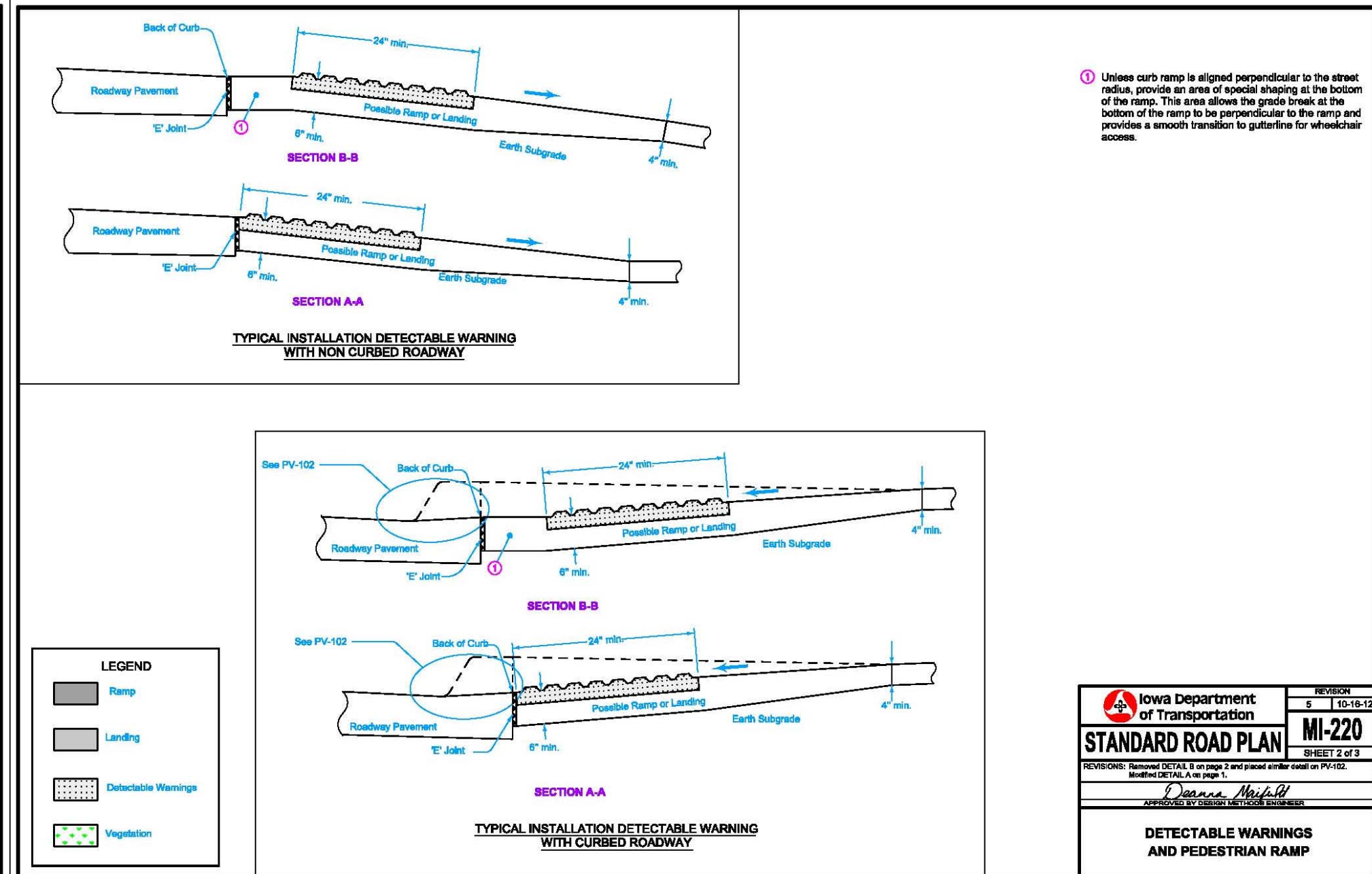
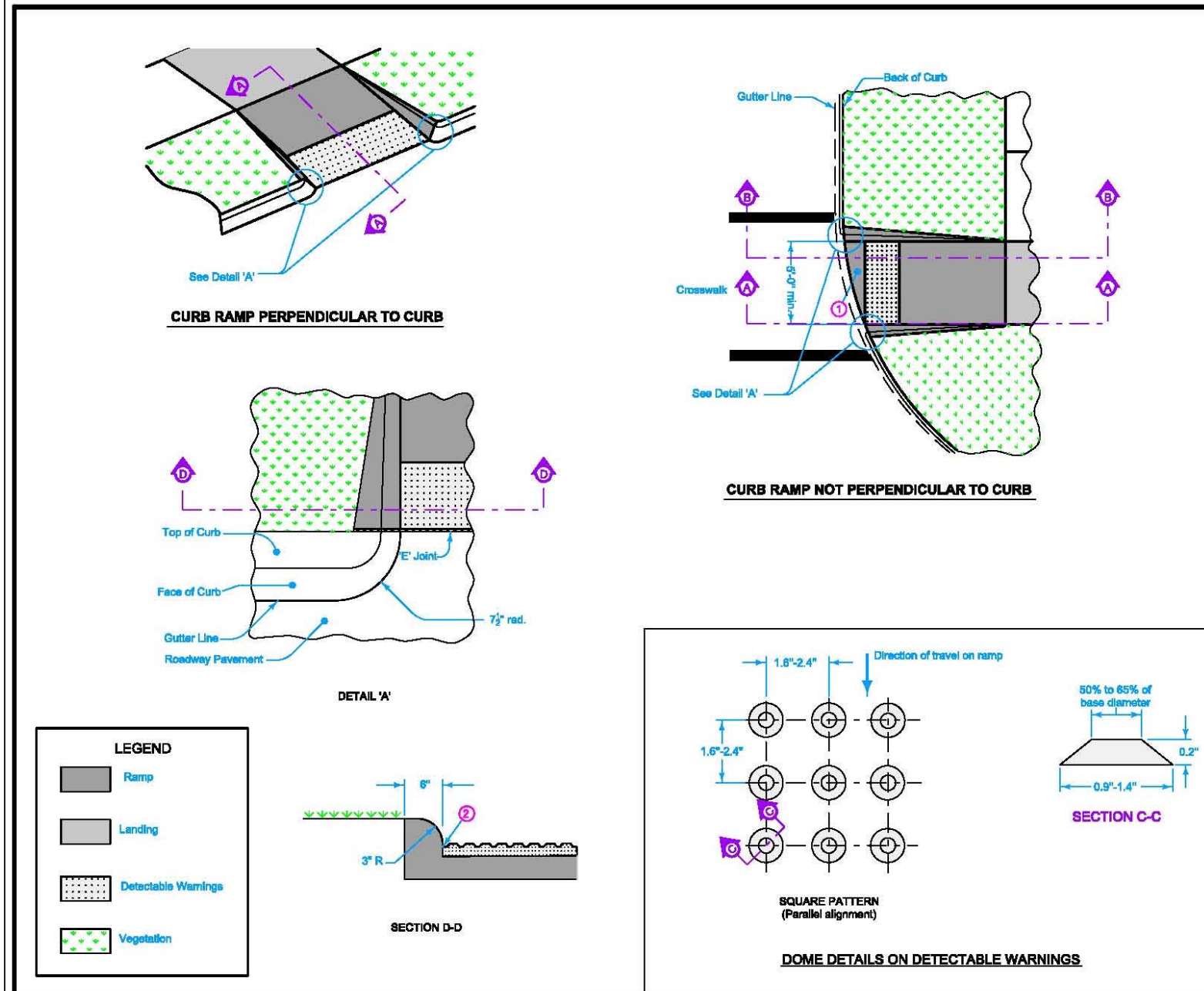
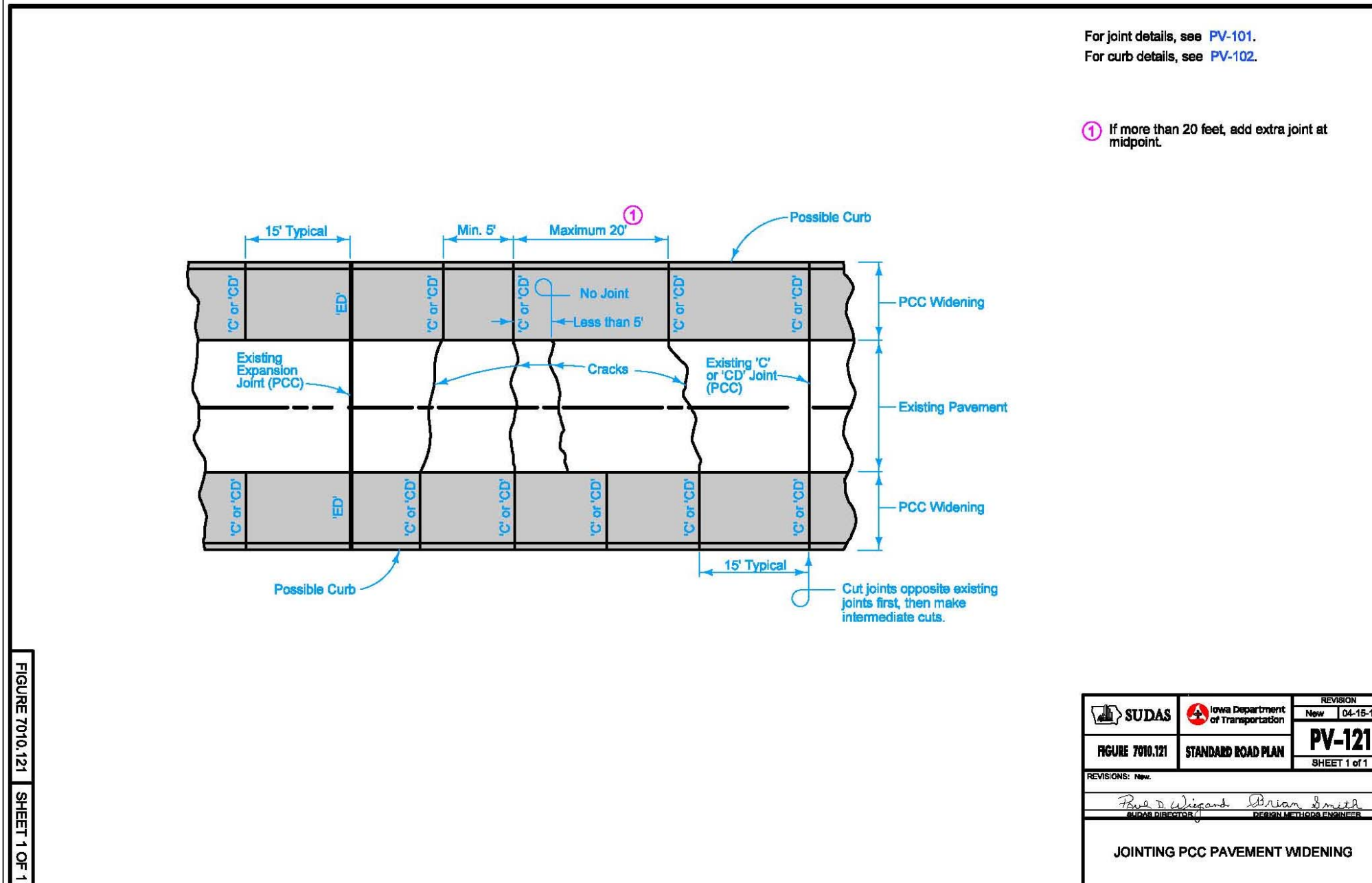
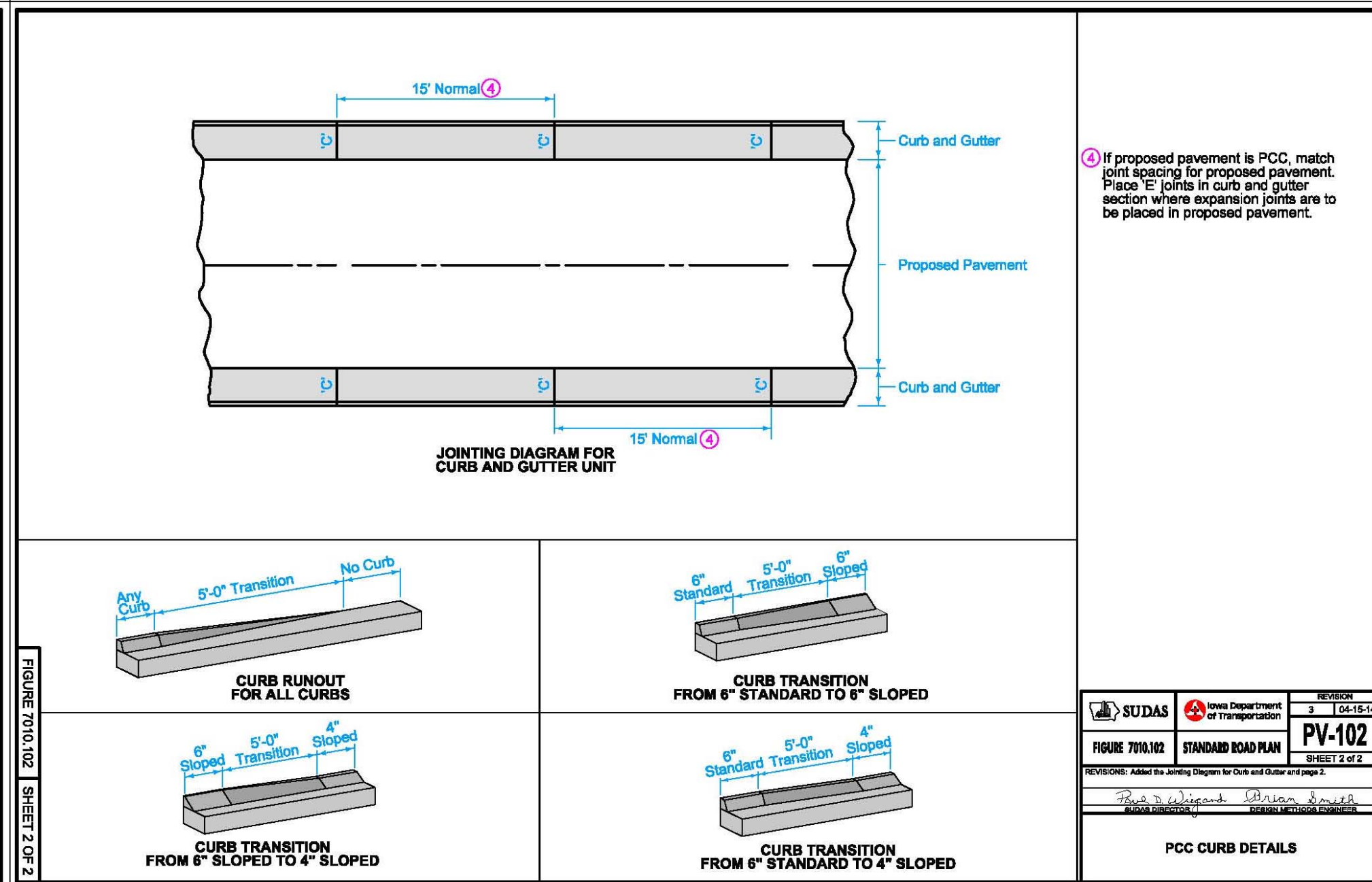
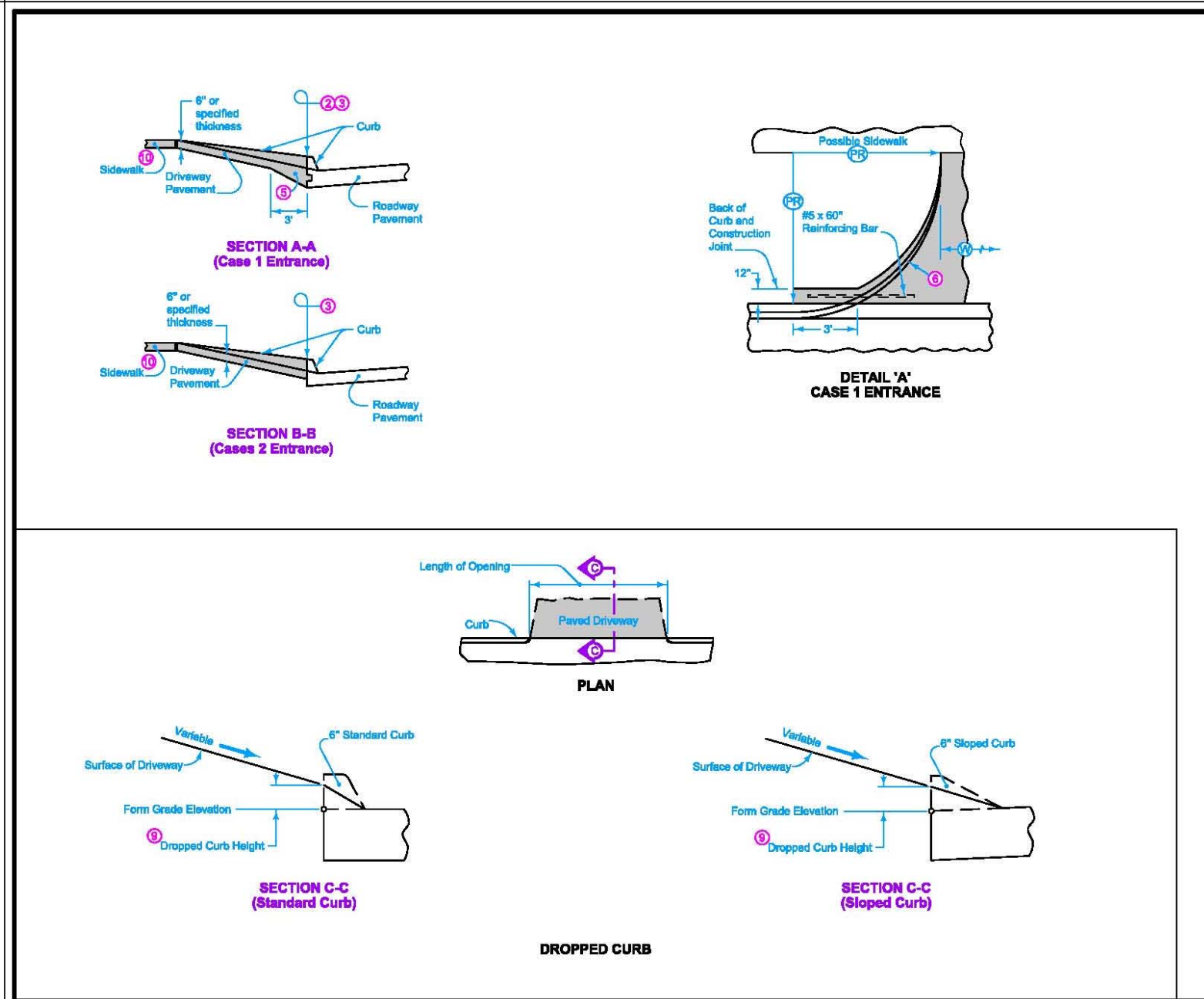
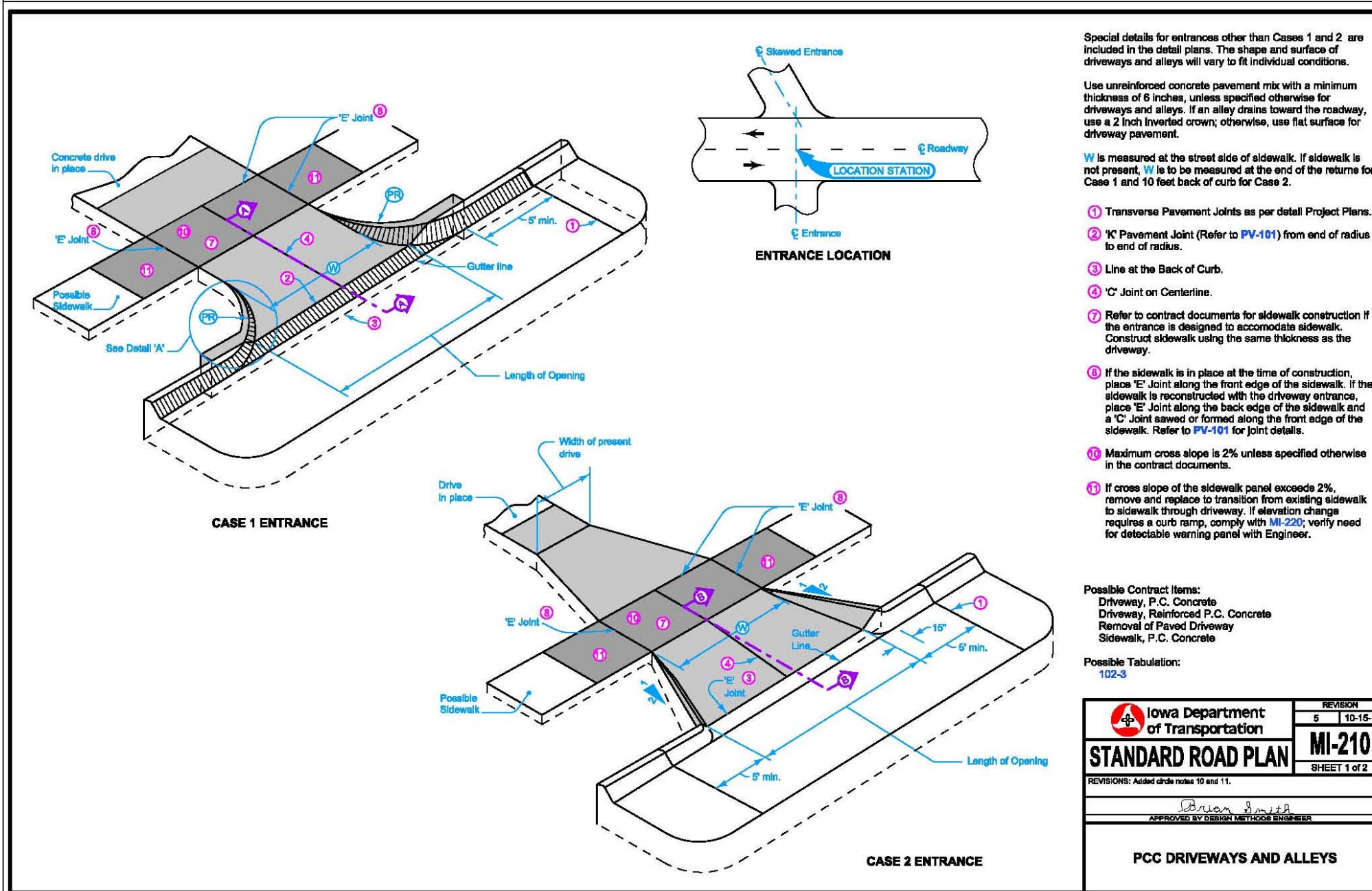
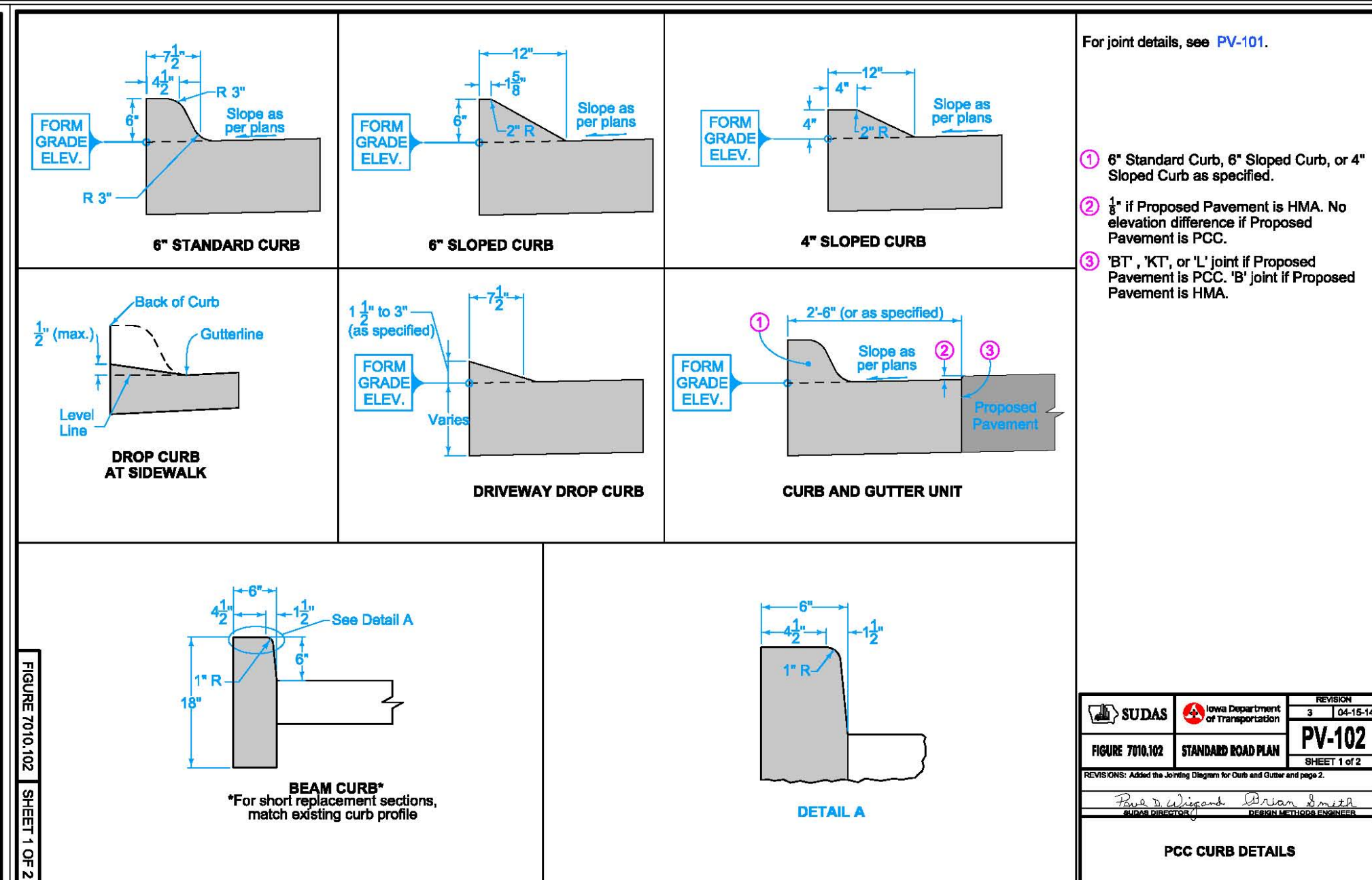
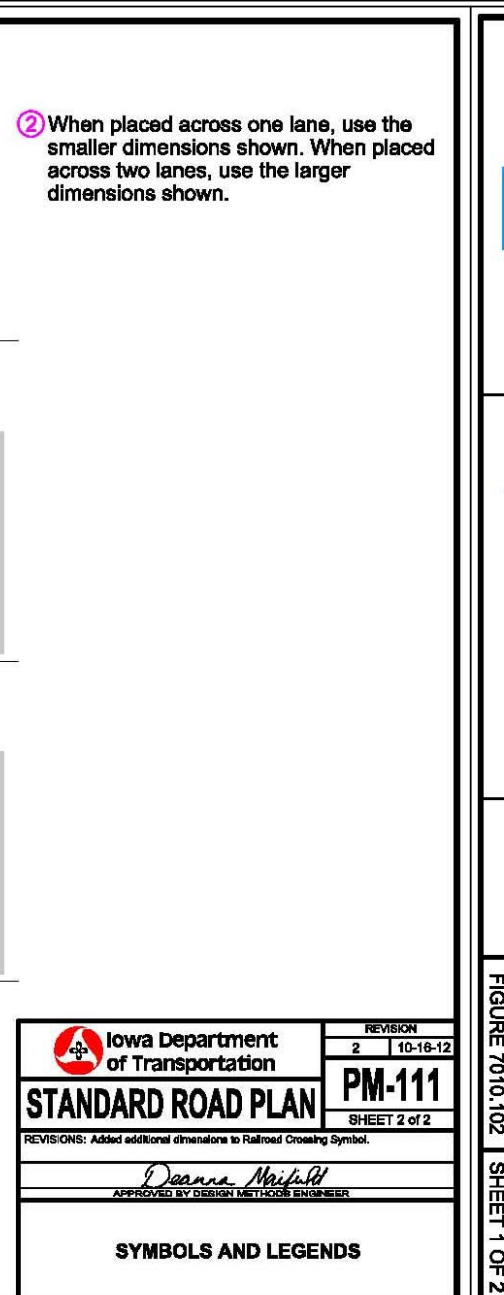
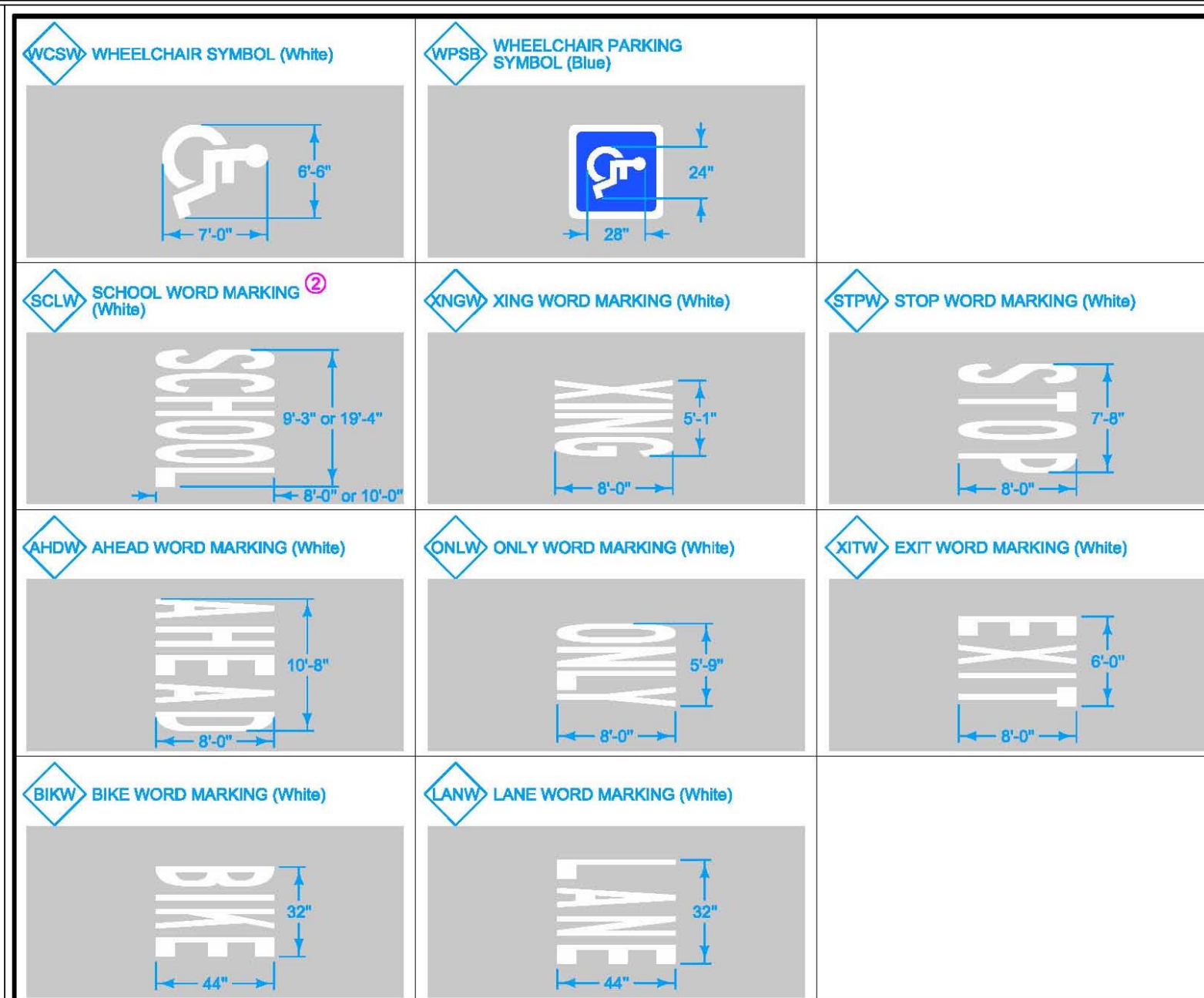
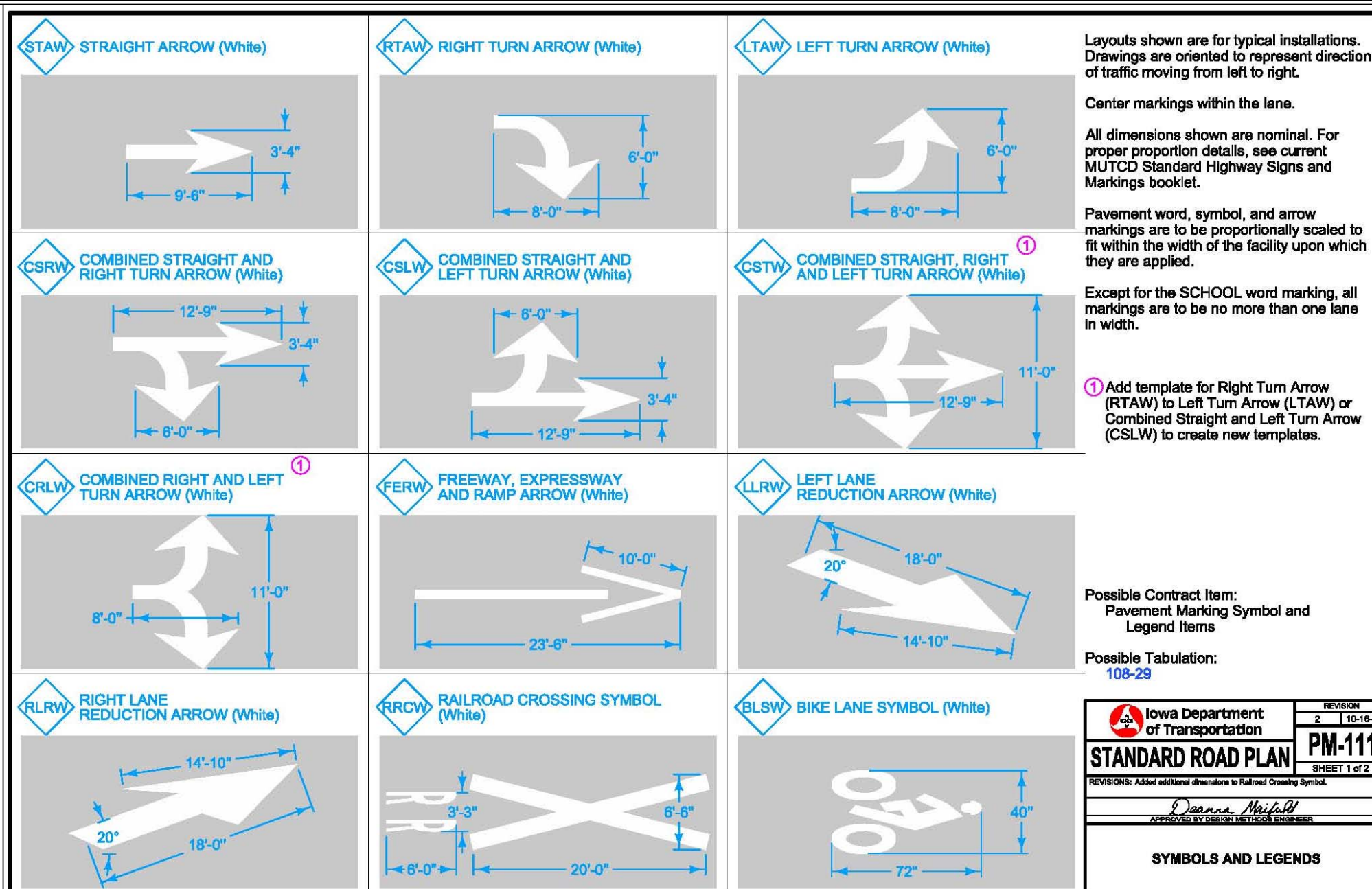
E. Jondle

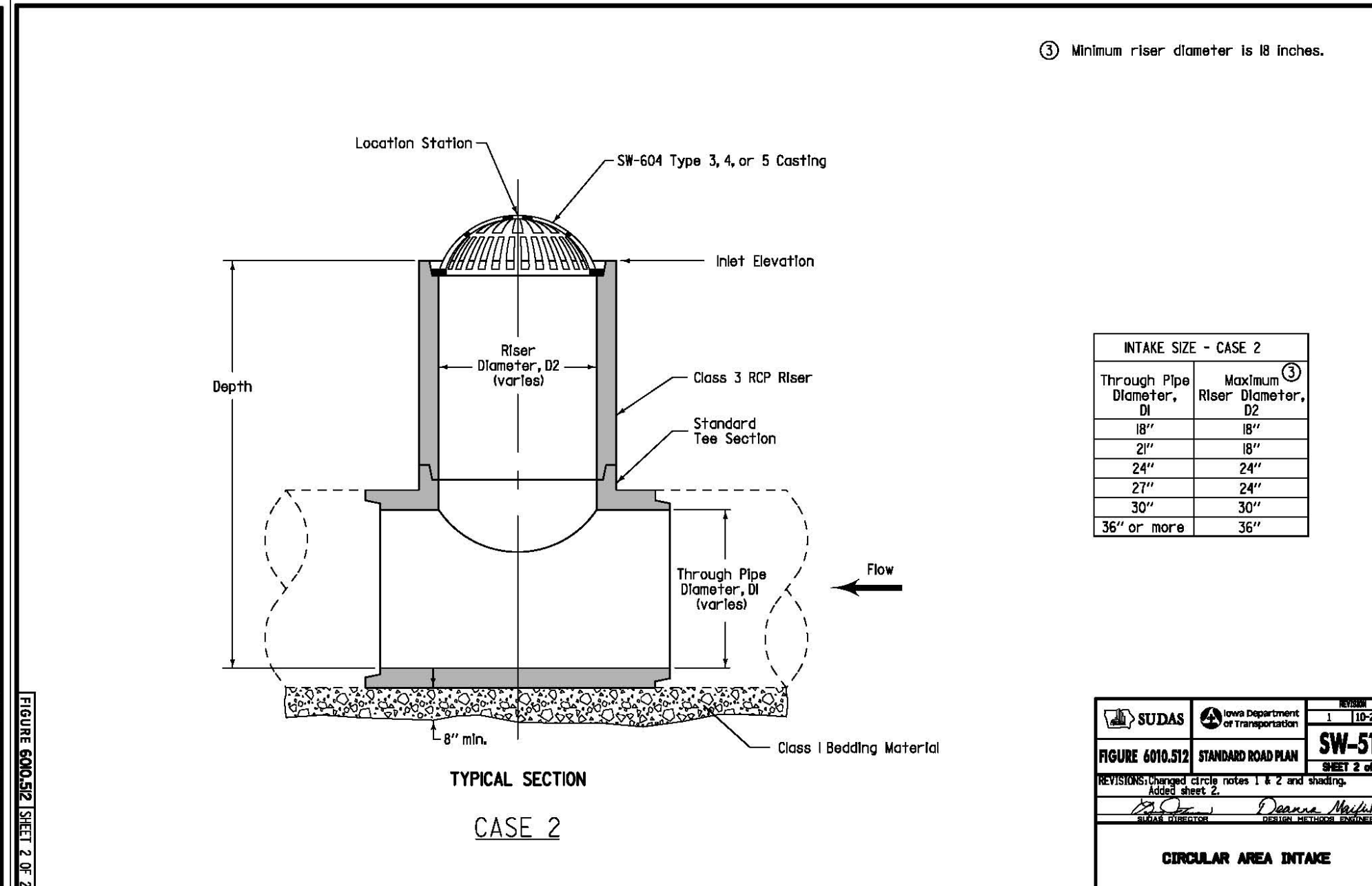
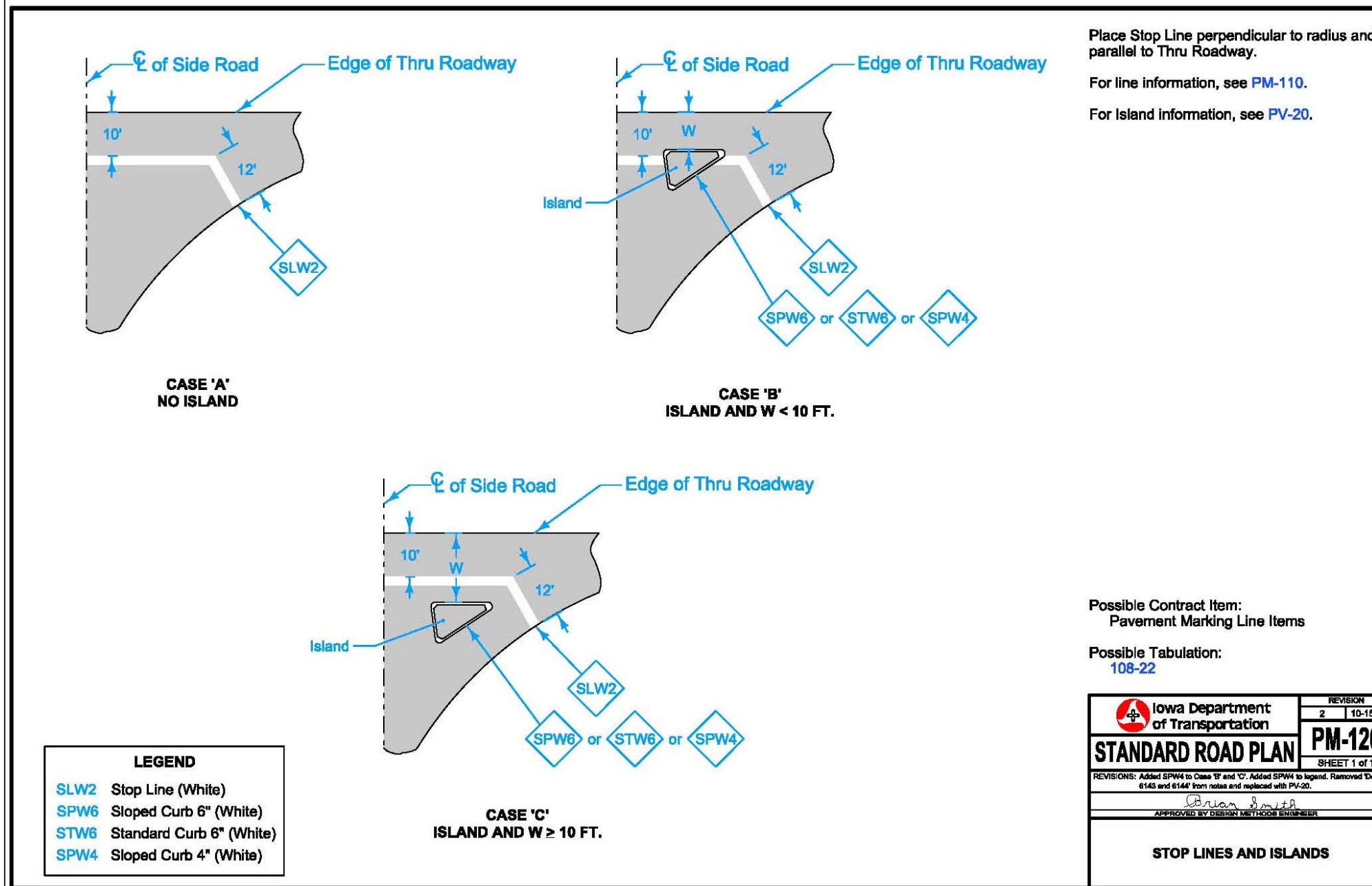
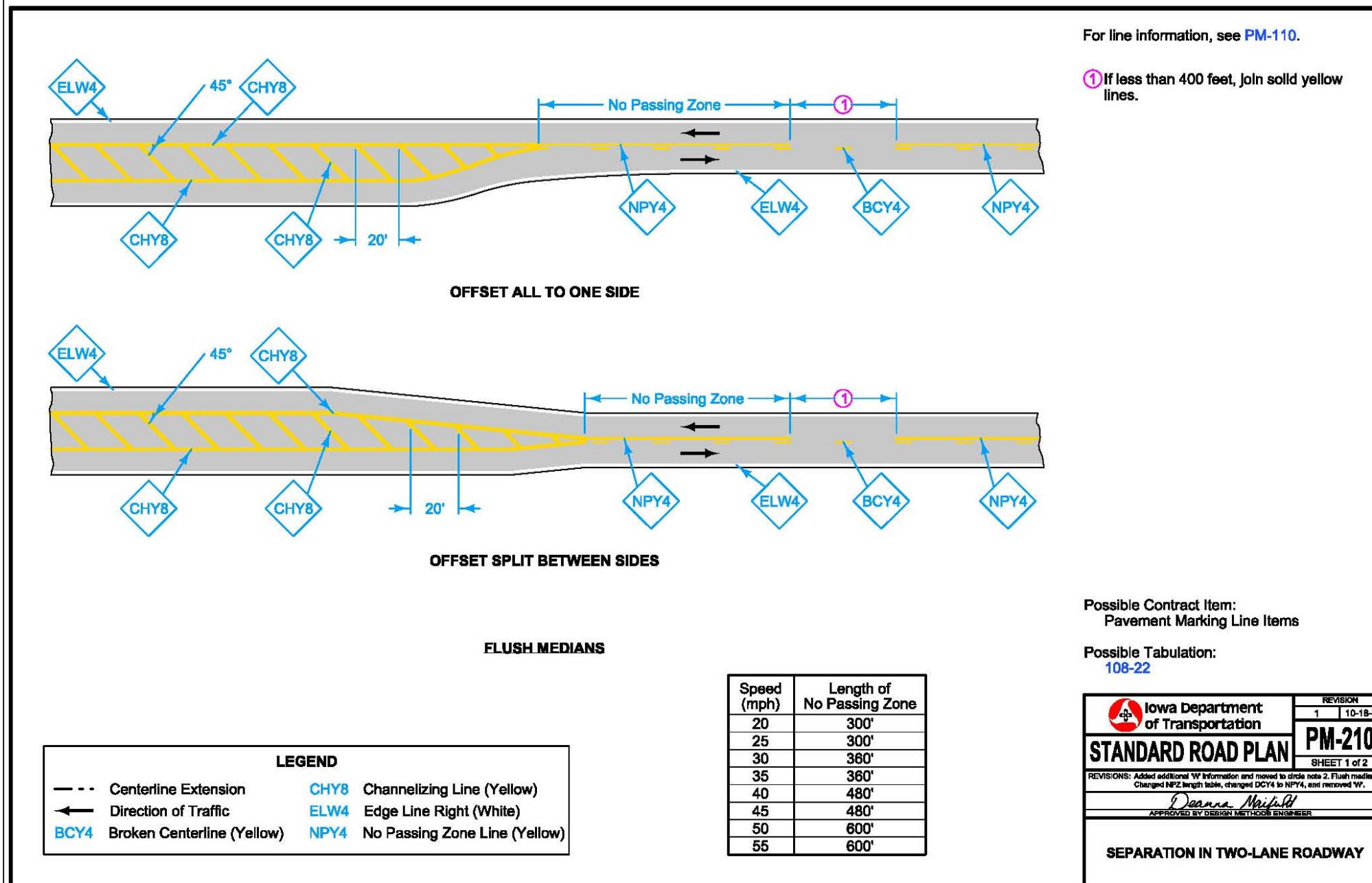
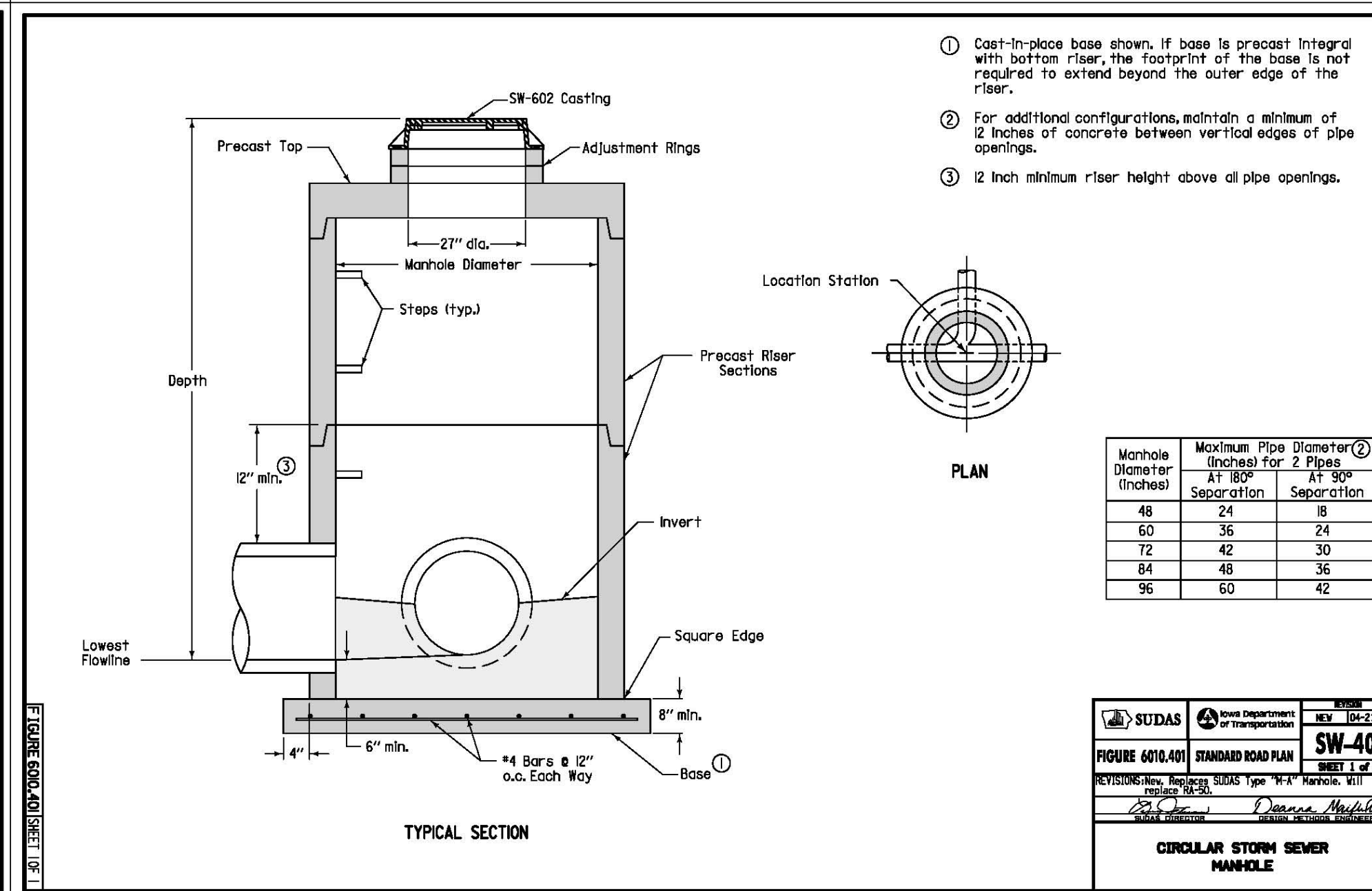
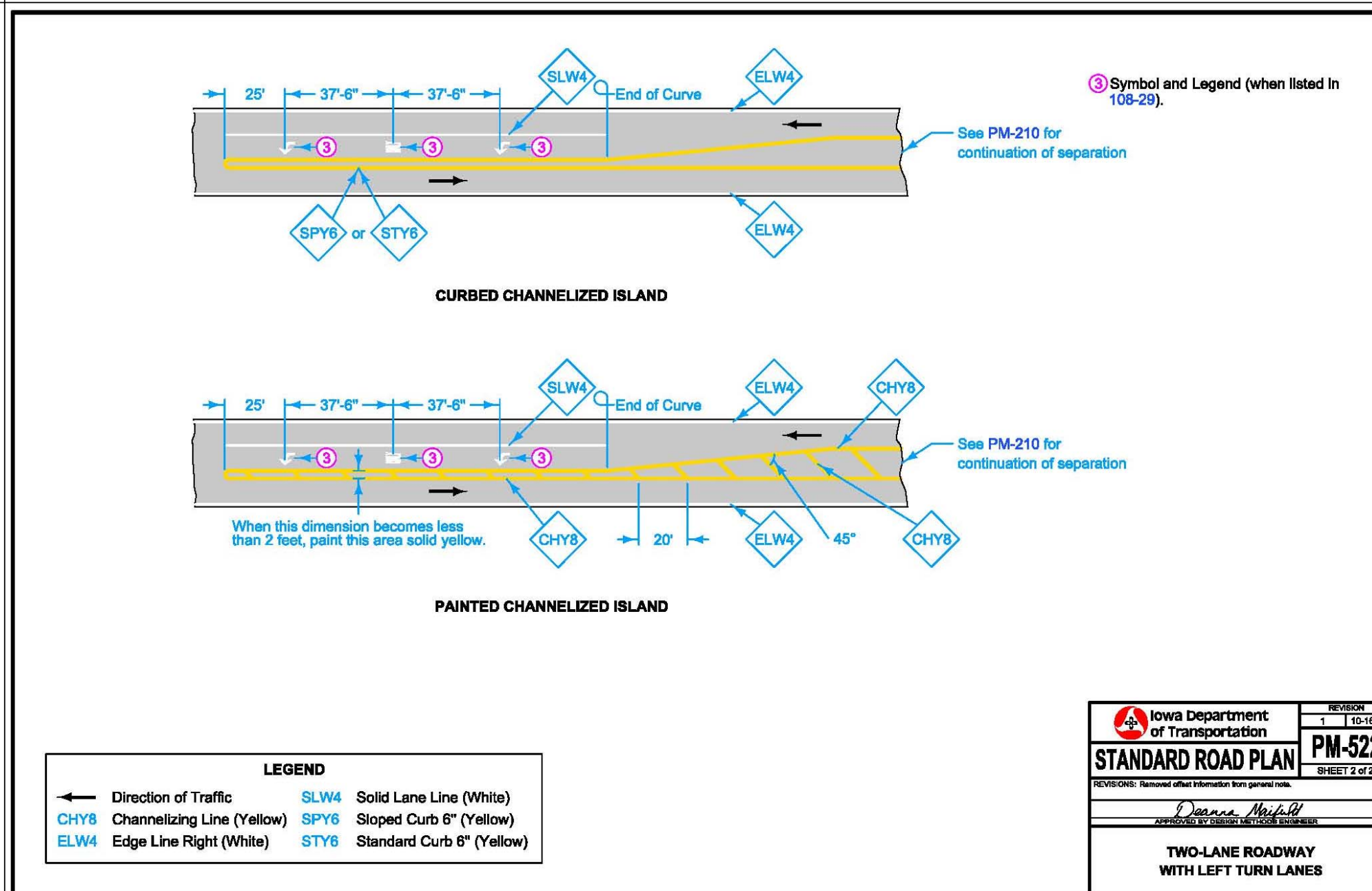
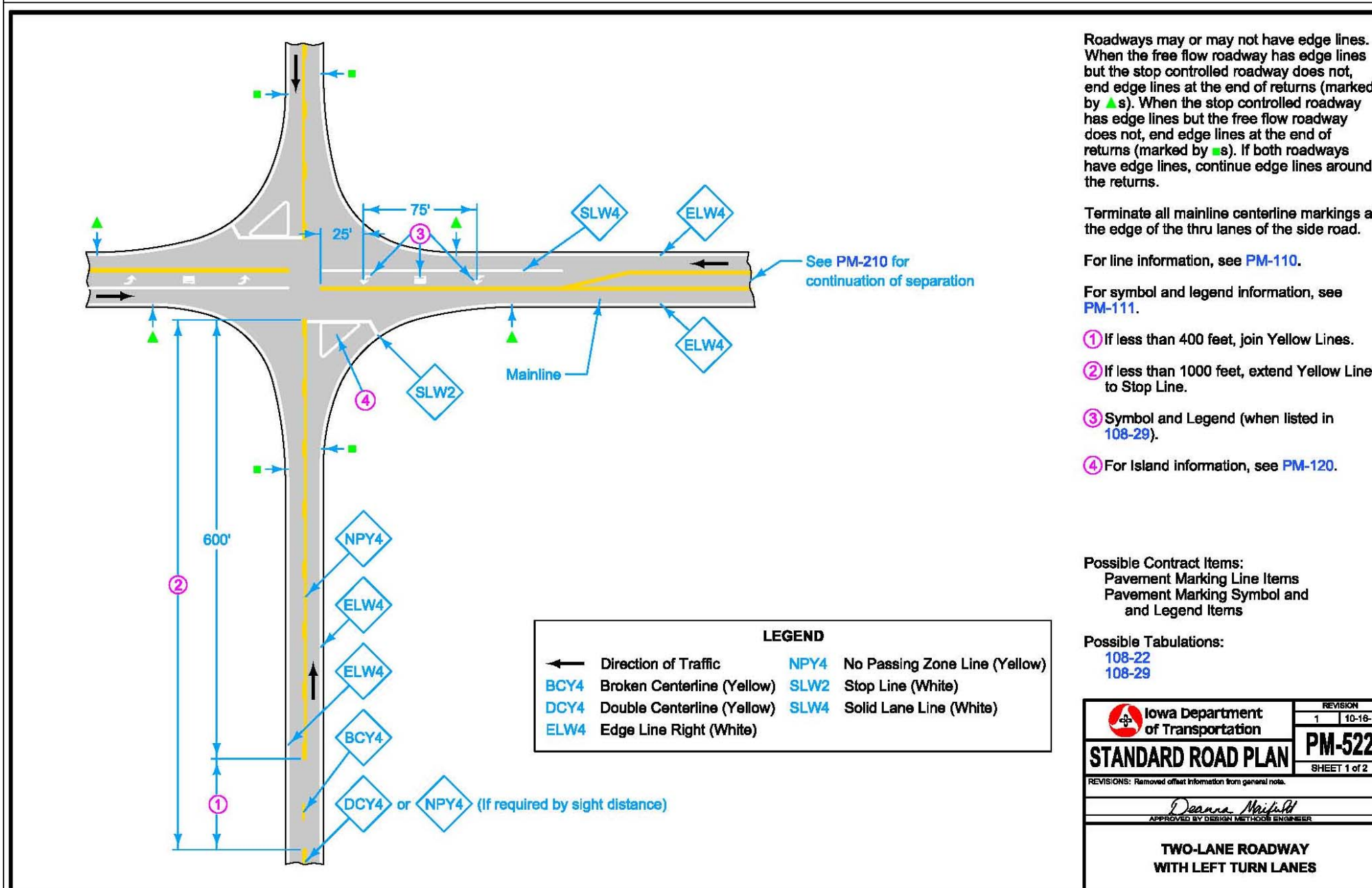
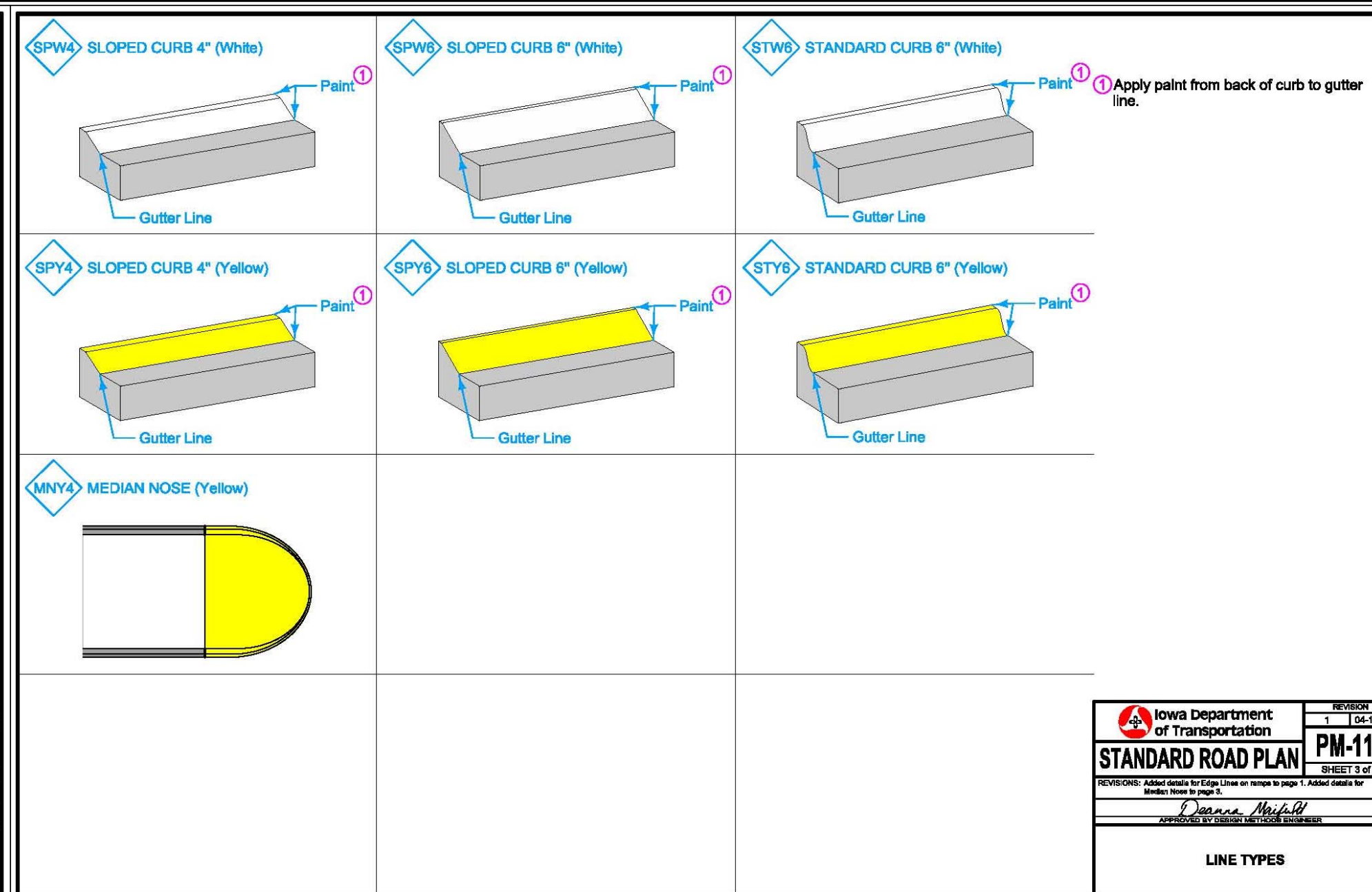
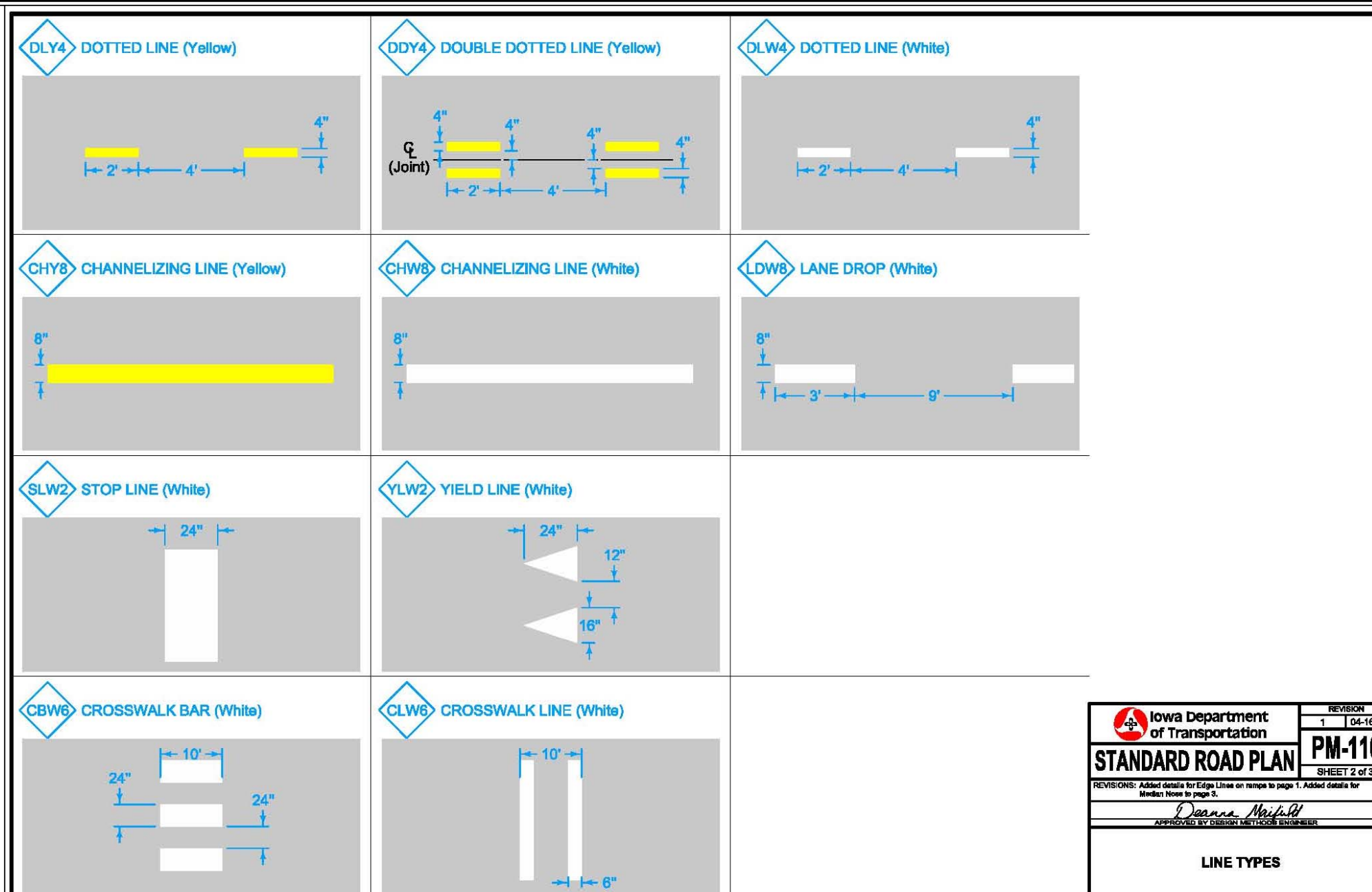
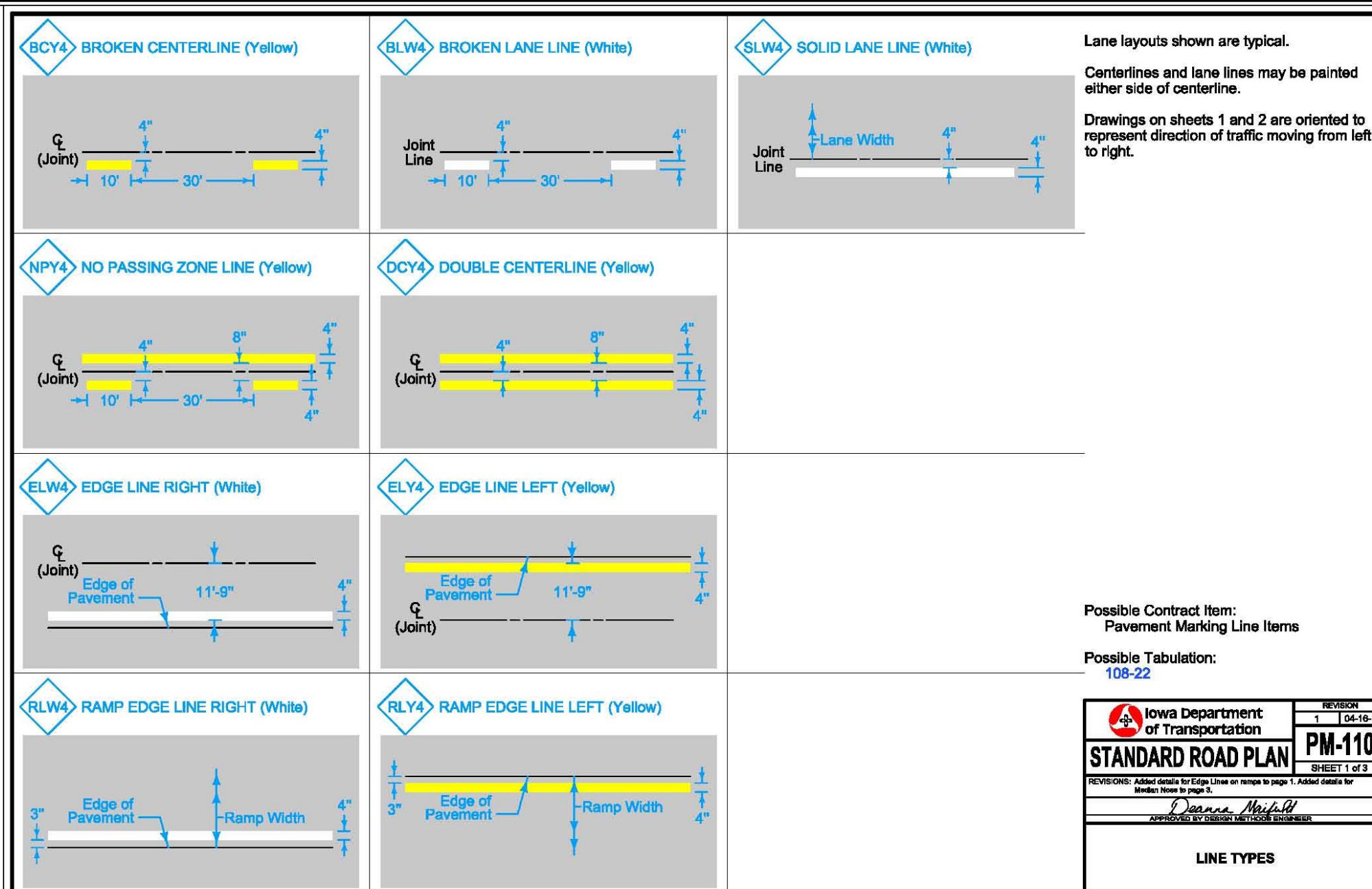
1" = 50'

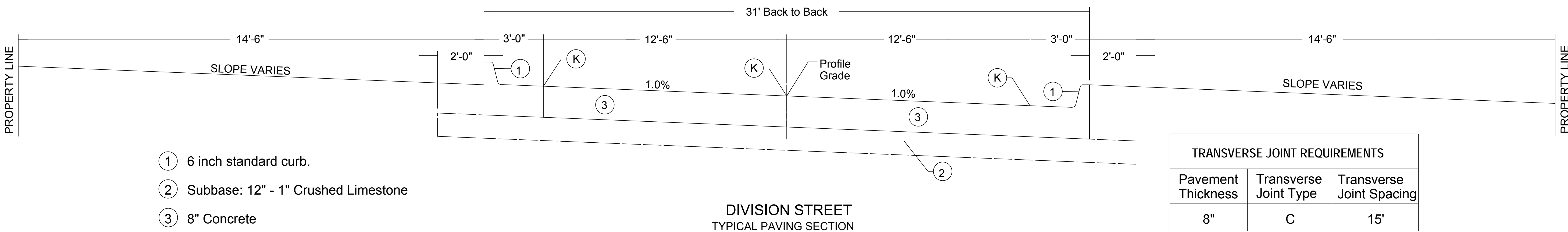
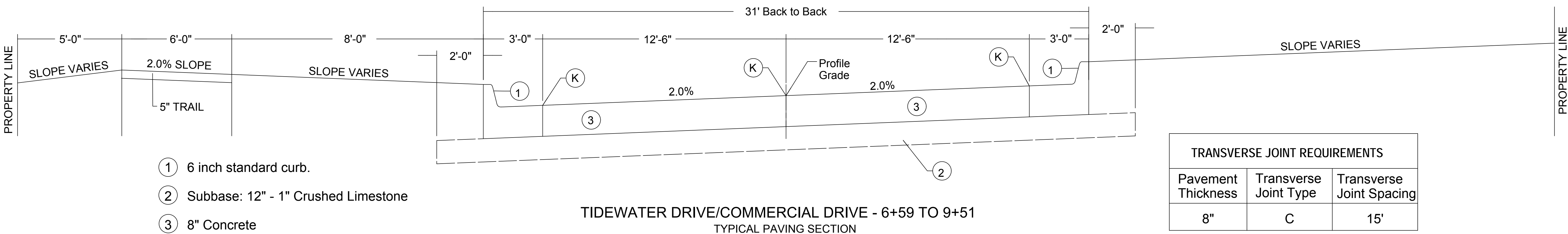
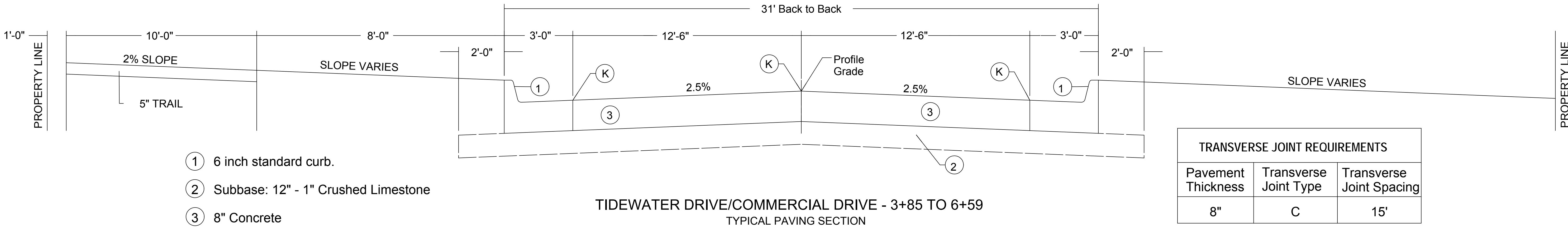
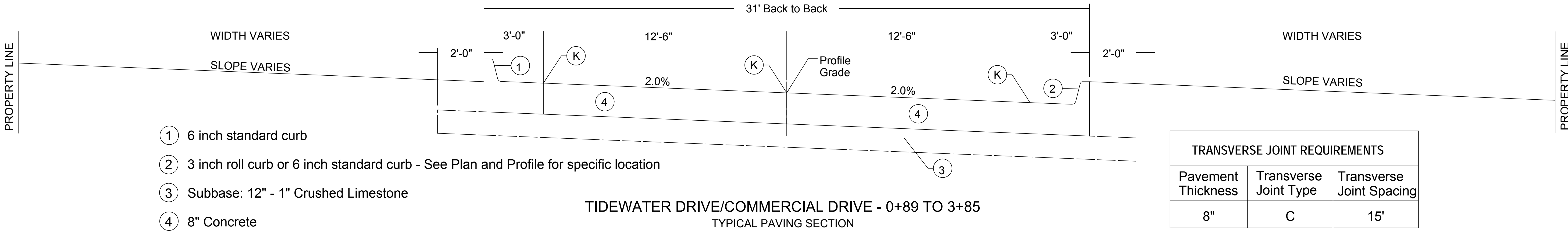
03-23-2015

14-008

Sheet 7 - Traffic Control Plan







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LEGEND:					
STANDARD SYMBOLS:					
•	IRON ROD OR PIPE FOUND	+/-	MORE OR LESS	P.C.C.	PORTLAND CEMENT CONCRETE
○	CALCULATED CORNER	XXX	FENCE LINE	UTILITY LINE OR PIPE	UTILITY LINE OR PIPE
△	SECT. COR. MONUMENT FOUND	W	FIRE HYDRANT	W	WATER
△	SECT. COR. MONUMENT CALC.	GAS	SANITARY SEWER MANHOLE	GAS	GAS
△	POWER POLE	SAN	STORM SEWER MANHOLE	SAN	SANITARY SEWER
△	LIGHT POLE	ST	VALVE	ST	STORM SEWER
F.F.	FINISHED FLOOR	UGE/T	SPOT ELEVATION (@ x)	UGE/T	UNDERGROUND ELEC. / TEL.
		OHE/T	NOT TO SCALE	OHE/T	OVERHEAD ELEC. / TEL.
		CATV	HOT MIX ASPHALT	CATV	CABLE TELEVISION

Public Improvements for S Downey Street, Tidewater Drive & Division Street West Branch, Iowa					
Sanitary Manhole @ NW corner of Downey & Tidewater Elevation = 776.81'		E. Jondle		N/A	03-20-2015
04-14-2014					14-008
Sheet 10 - Cross Sections					

Exhibit C

Estimate Project Construction Cost
Tidewater and Downey Improvements
West Branch, Iowa
2/16/2015

No.	Description	Unit	Unit Price	Quantity	Extended Price
1	CONSTRUCTION SURVEY	LS	\$10,000.00	1	\$10,000.00
2	TRAFFIC CONTROL	LS	\$10,000.00	1	\$10,000.00
3	MOBILIZATION	LS	\$25,000.00	1	\$25,000.00
4	SILT FENCE	LF	\$1.50	1,000	\$1,500.00
5	RMVL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	\$1.00	1,000	\$1,000.00
6	EXCAVATION, CL 10, RDWY+BORROW	CY	\$5.00	5,775	\$28,875.00
7	PAVEMENT REMOVAL	SY	\$6.00	4,030	\$24,180.00
8	MODIFIED SUBBASE	CY	\$25.00	1,200	\$30,000.00
9	LONGITUDINAL SUBDRAIN	LF	\$6.00	1,505	\$9,030.00
10	PCC TRAIL, 5"	SY	\$28.00	890	\$24,920.00
11	PCC ROLL, CURB, 3"	LF	\$15.00	345	\$5,175.00
12	PCC STANDARD CURB AND GUTTER, 6"	LF	\$14.00	2,810	\$39,340.00
13	PCC PAVEMENT 8"	SY	\$35.00	4,405	\$154,175.00
14	HMA PAVEMENT, 1M ESAL	SY	\$45.00	2,460	\$110,700.00
15	DETECTABLE WARNING -CURB RAMP	SF	\$45.00	81	\$3,645.00
16	REMOVE AND REPLACE SIGN	EACH	\$200.00	6	\$1,200.00
17	RESET HYDRANT	EACH	\$2,000.00	1	\$2,000.00
18	FIXTURE ADJUSTMENT	EACH	\$2,000.00	2	\$4,000.00
19	RCP FES, 12", PCC FOOTING	EACH	\$1,000.00	1	\$1,000.00
20	RCP FES, 36", PCC FOOTING	EACH	\$3,000.00	1	\$3,000.00
21	STORM SWR GRAVITY MAIN, TRENCHED 12"	LF	\$38.00	121	\$4,598.00
22	STORM SWR GRAVITY MAIN, TRENCHED 15"	LF	\$40.00	324	\$12,960.00
23	STORM SWR GRAVITY MAIN, TRENCHED 18"	LF	\$45.00	173	\$7,785.00
24	STORM SWR GRAVITY MAIN, TRENCHED 24"	LF	\$55.00	396	\$21,780.00
25	STORM SWR GRAVITY MAIN, TRENCHED 30"	LF	\$65.00	290	\$18,850.00
26	STORM SWR GRAVITY MAIN, TRENCHED 36"	LF	\$90.00	60	\$5,400.00
27	SW-401 STORM MANHOLE	EACH	\$3,000.00	9	\$27,000.00
28	SW-501 SINGLE GRATE INTAKE	EACH	\$3,000.00	5	\$15,000.00
29	SW-508 SINGLE OPEN THROAT INTAKE	EACH	\$3,500.00	6	\$21,000.00
30	SW-512 AREA INTAKE	EACH	\$2,000.00	1	\$2,000.00
31	SPECIAL AREA INTAKE	EACH	\$2,500.00	1	\$2,500.00

Construction Total \$627,613.00

Kum&Go	Larry Lynch	Casey's	Hotel	Showalter	Extras
Extended	Extended	Extended	Extended	Extended	Extended
Quantity Price	Quantity Price	Quantity Price	Quantity Price	Quantity Price	Quantity Price
0.215 \$2,150.00	0.098 \$980.00	0.183 \$1,830.00	0.36 \$3,600.00	0.066 \$660.00	0.078 \$780.00
0.215 \$2,150.00	0.098 \$980.00	0.183 \$1,830.00	0.36 \$3,600.00	0.066 \$660.00	0.078 \$780.00
0.215 \$5,375.00	0.098 \$2,450.00	0.183 \$4,575.00	0.36 \$9,000.00	0.066 \$1,650.00	0.078 \$1,950.00
215 \$322.50	98 \$147.00	183 \$274.50	360 \$540.00	66 \$99.00	78 \$117.00
215 \$215.00	98 \$98.00	183 \$183.00	360 \$360.00	66 \$66.00	78 \$78.00
1443.75 \$7,218.75	462 \$2,310.00	1328.25 \$6,641.25	1790.25 \$8,951.25	288.75 \$1,443.75	462 \$2,310.00
440 \$2,640.00	415 \$2,490.00	370 \$2,220.00	2080 \$12,480.00	355 \$2,130.00	370 \$2,220.00
258 \$6,450.00	117.6 \$2,940.00	219.6 \$5,490.00	432 \$10,800.00	79.2 \$1,980.00	93.6 \$2,340.00
340 \$2,040.00	250 \$1,500.00	515 \$3,090.00	400 \$2,400.00	0 \$0.00	0 \$0.00
555 \$15,540.00	\$0.00	235 \$6,580.00	\$0.00	100 \$2,800.00	\$0.00
\$0.00	165 \$2,475.00	\$0.00	180 \$2,700.00	\$0.00	\$0.00
720 \$10,080.00	195 \$2,730.00	625 \$8,750.00	850 \$11,900.00	200 \$2,800.00	220 \$3,080.00
895 \$31,325.00	505 \$17,675.00	665 \$23,275.00	1155 \$40,425.00	655 \$22,925.00	530 \$18,550.00
360 \$16,200.00	70 \$3,150.00	445 \$20,025.00	1460 \$65,700.00	80 \$3,600.00	45 \$2,025.00
20 \$900.00	\$0.00	35 \$1,575.00	11 \$495.00	15 \$675.00	\$0.00
\$0.00	1 \$200.00	1 \$200.00	\$0.00	1 \$200.00	3 \$600.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1 \$2,000.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2 \$4,000.00
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1 \$1,000.00
\$0.00	\$0.00	\$0.00	1 \$3,000.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	42 \$1,596.00	\$0.00	79 \$3,002.00
89 \$3,560.00	153 \$6,120.00	\$0.00	82 \$3,280.00	\$0.00	\$0.00
18 \$810.00	\$0.00	155 \$6,975.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	98 \$5,390.00	298 \$16,390.00	\$0.00	\$0.00
197 \$12,805.00	93 \$6,045.00	\$0.00	\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	60 \$5,400.00	\$0.00	\$0.00
3 \$9,000.00	1 \$3,000.00	2 \$6,000.00	3 \$9,000.00	\$0.00	\$0.00
\$0.00	\$0.00	1 \$3,000.00	3 \$9,000.00	\$0.00	1 \$3,000.00
2 \$7,000.00	1 \$3,500.00	2 \$7,000.00	1 \$3,500.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00	1 \$2,000.00	\$0.00	\$0.00
\$0.00	1 \$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00

\$135,781.25	\$61,290.00	\$114,903.75	\$226,117.25	\$41,688.75	\$47,832.00	\$627,613.00	
% of Project	21.6%	9.8%	18.3%	36.0%	6.6%	7.6%	100.0%

	Previous Est.	Current Est.	Difference
Kum & Go	\$ 148,575.00	\$135,781.25	-\$12,793.75
Lynch	\$ 73,356.25	\$61,290.00	-\$12,066.25
Casey's	\$ 110,575.00	\$114,903.75	\$4,328.75
Patel	\$ 122,593.75	\$226,117.25	\$103,523.50
Showalter	\$ 45,187.00	\$41,688.75	-\$3,498.25
Hayek	\$ 19,656.25	\$47,832.00	\$28,175.75
	\$ 519,943.25	\$627,613.00	\$107,669.75
		\$512,709.25	
		City	

Exhibit C

Veenstra & Kimm - Engineering Services for Casey's				
Invoice Number	Description	Date Paid	Amount Paid	Check Number
36887/1	LEGAL - ENG CASEYS SITE PLAN	11/20/2012	193.65	27221
36887-2	ENG FOR CASEY'S SITE PLAN REV	1/23/2013	114.00	27407
36887-3	ENG CASEY SITE PLAN REVIEW	8/20/2013	1,249.50	28162
368114-1	ENG CASEY'S TURN LANE CONSULT	10/23/2013	2,797.25	28406
368114-2	P&Z - ENG FOR CASEYS TURN LANE	11/19/2013	1,618.00	28522
368114-3	P&Z-ENG CASEYS TURN LANE CONS	12/17/2013	1,747.85	28638
368114-4	P&Z - ENG SRVS FOR CASEY'S	1/22/2014	229.40	28748
368114-5	P&Z - ENG FOR CASEY'S TURN LANE	2/19/2014	122.00	28838
36887-4	P&Z- ENG FOR CASEY SITE PLAN	2/19/2014	244.00	28838
368114-6	ENG FOR CASEY'S TURN LANE	3/25/2014	830.00	28925
368114-7	P&Z - ENG CASEYS TURN LANE	4/22/2014	3,109.20	29040
368114-8	P&Z-ENG CASEY'S TURN LANE	5/20/2014	2,009.00	29148
368114-9	P&Z-ENG CASEY'S TURN LANE CONS	6/23/2014	1,585.75	29284
368114-10	P&Z - ENG CASEY'S TURN LANE	7/22/2014	2,968.15	29395
368114-11	P&Z - ENG CASEY'S TURN LANE	8/18/2014	606.10	29540
368114-12	P&Z-ENG CASEY'S TURN LANE	10/20/2014	2,137.50	29801
368114-13	P&Z - ENG CASEY'S TURN LANE	11/17/2014	333.00	29927
368114-14	P&Z- ENG CASEY'S TURN LANE	12/15/2014	631.80	30033
368114-15	P&Z - ENG CASEY'S TURN LANE	1/20/2015	567.20	30136
368114-16	P&Z - ENG CASEY'S TURN LANE	2/18/2015	268.80	30210
368114-17	P&Z - ENG CASEYS TURN LN CONS	3/24/2015	647.25	30351
368114-18	P&Z - ENG CASEYS TURN LN CONS	4/20/2015	630.00	30456
	Total Paid as of 4/20/15		\$ 24,639.40	
	Additional Pre-Construction Engineering		\$ 4,000.00	
	Construction Engineering		\$ 20,000.00	
	TOTAL		\$ 48,639.40	

CITY OF WEST BRANCH
COUNCIL ACTION REPORT

MEETING DATE: May 18, 2015 AGENDA ITEM: 7e

DATE PREPARED: April 29, 2019

STAFF LIAISON: Matt Muckler, City Administrator

ACTION TITLE:
Casey's General Stores Site Plan

RECOMMENDATIONS:

Approve Resolution 1185, approving Casey's General Stores Site Plan.

PROJECT DESCRIPTION:

Casey's General Stores has developed plans to construct a gas and convenience store over the last two years. The site plan was approved by the Planning & Zoning Commission on March 25, 2014. Since that time, City Engineer Dave Schechinger has been working with Pelds Engineering, the firm representing Casey's, to put together a road improvement plan. That plan received approval from IDOT earlier this month.

ATTACHMENTS:

Resolution 1185, approving Casey's General Stores Site Plan (1 page)
Site Improvements for Casey's General Stores (including Site Plan on page AL-101), January 2014
(6 Pages)
Red Leonard Associates Lighting Plan (5 pages)
Storm Water Detention Calculations (5 pages)

RESOLUTION NO. 1185

RESOLUTION APPROVING CASEY'S GENERAL STORES SITE PLAN.

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 (the "Project"); and

WHEREAS, said Site Plan has heretofore been reviewed by City Staff, including the City Engineer; and

WHEREAS, the Site Plan has been found to conform to West Branch Code of Ordinances; and

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

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

NOW, THEREFORE, be it resolved by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned Site Plan for the Project be and the same are hereby accepted and approved.

* * * * *

Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

SITE IMPROVEMENTS
FOR
CASEY'S GENERAL STORES
S DOWNEY STREET & TIDEWATER DRIVE
WEST BRANCH, IOWA



VICINITY SKETCH

PROPERTY ZONING: HCI – HIGHWAY COMMERCIAL INDUSTRIAL

BUILDINGS:
PROPOSED CASEY'S GENERAL STORE ~ 4,346 sq.ft.

GENERAL NOTES:

- 1 All construction to be per Iowa S.U.D.A.S. including all West Branch Supplemental Specifications.

DEVELOPER:

CASEY'S MARKETING COMPANY
ONE S.E. CONVENIENCE BLVD.
ANKENY, IOWA 50021
PROJECT CONTACT: LANCE BURKE & MELANI SAMORA
PH: (515) 965-6100

ENGINEER/LAND SURVEYOR:

A. LEO PELDS ENGINEERING COMPANY
2323 DIXON STREET
DES MOINES, IOWA 50317
PROJECT CONTACT: ELARA JONDLE
PH: (515) 265-8196


LEGAL DESCRIPTION:

The West 259.00 feet of pa parcel of land in the North 1/2 of the Southwest 1/4 of Section 8, T 79N, R 4W of the 5th P.M. in Cedar County, Iowa as recorded in Plat Book 5, Page 320 in the Auditor's Office of Cedar County, Iowa, except the South 40.00 feet thereof more particularly described as follows:

COMMENCING at a point of reference at the Southwest Corner of the North 1/2 of the Southwest 1/4 of said Section 8; THENCE N 90°00'00" E, 50.00 feet along the South line of said North 1/2 to a found 5/8" iron pin at a point of intersection with the Easterly Right-of-Way line of County Road "D"; THENCE N 0°33'00" W, 304.00 feet along said Easterly Right-of-Way line to an iron pin being the POINT OF BEGINNING of Parcel "A"; THENCE N 90°00'00" E, 259.00 feet to an iron pin; THENCE N 0°33'00" W, 585.25 feet to an iron pin along the southerly Right-of-Way line of Interstate 80; THENCE S 74°51'00" W, 215.19 feet along said Southerly Right-of-Way line to an iron rail; THENCE S 24°43'00" W, 118.90 feet along said Southerly Right-of-Way line to an iron rail along the said Easterly Right-of-Way line of County Road "D"; THENCE S 0°33'00" E, 421.00 feet to the POINT OF BEGINNING; and subject to easements of record, and containing 3.21 acres.

SHEET INDEX

Sheet 1.....	Cover Sheet
Sheet 2.....	Boundary & Topo
Sheet 3.....	Site Plan (AL-101)
Sheet 4.....	Grading Plan
Sheet 5.....	Utility Plan
Sheet 6.....	Landscaping Plan



A. LEO PELDS ENGINEERING COMPANY
Engineering | Planning | Surveying
2323 Dixon Street, Des Moines, IA 50316 - P.O. Box 4626, Des Moines, IA 50305 - P: (515) 265-8196 F: (515) 266-2259

EXISTING UTILITIES NOTE:
THE LOCATIONS OF THE EXISTING UTILITIES SHOWN HEREON ARE APPROXIMATE. THEY HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND/OR RECORDS. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ANY EXISTING UTILITIES (SHOWN OR NOT SHOWN) ARE NOT DAMAGED DURING CONSTRUCTION. IOWA ONE-CALL (1-800-292-6989).

DISCLAIMER:
THIS DRAWING IS BEING MADE AVAILABLE BY A. LEO PELDS ENGINEERING COMPANY (A.L.P.E.C.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH A.L.P.E.C.'S AGREEMENT FOR PROFESSIONAL SERVICES. A.L.P.E.C. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.

LEGEND:
STANDARD SYMBOLS:

●	IRON ROD OR PIPE FOUND	+/-	MORE OR LESS
○	CALCULATED CORNER	—xxx—	FENCE LINE
▲	SECT. COR. MONUMENT FOUND	W	FIRE HYDRANT
△	SECT. COR. MONUMENT CALC.	G	SANITARY SEWER MANHOLE
⊙	POWER POLE	S	STORM SEWER MANHOLE
⊗	LIGHT POLE	ST	VALVE
F.F.	FINISHED FLOOR	UGE/T	SPOT ELEVATION (@ x)
		OHE/T	NOT TO SCALE
		CATV	HOT MIX ASPHALT

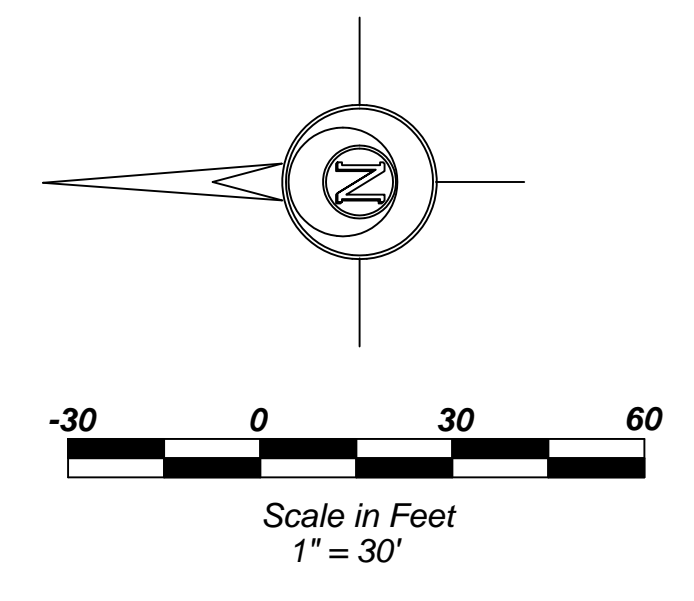
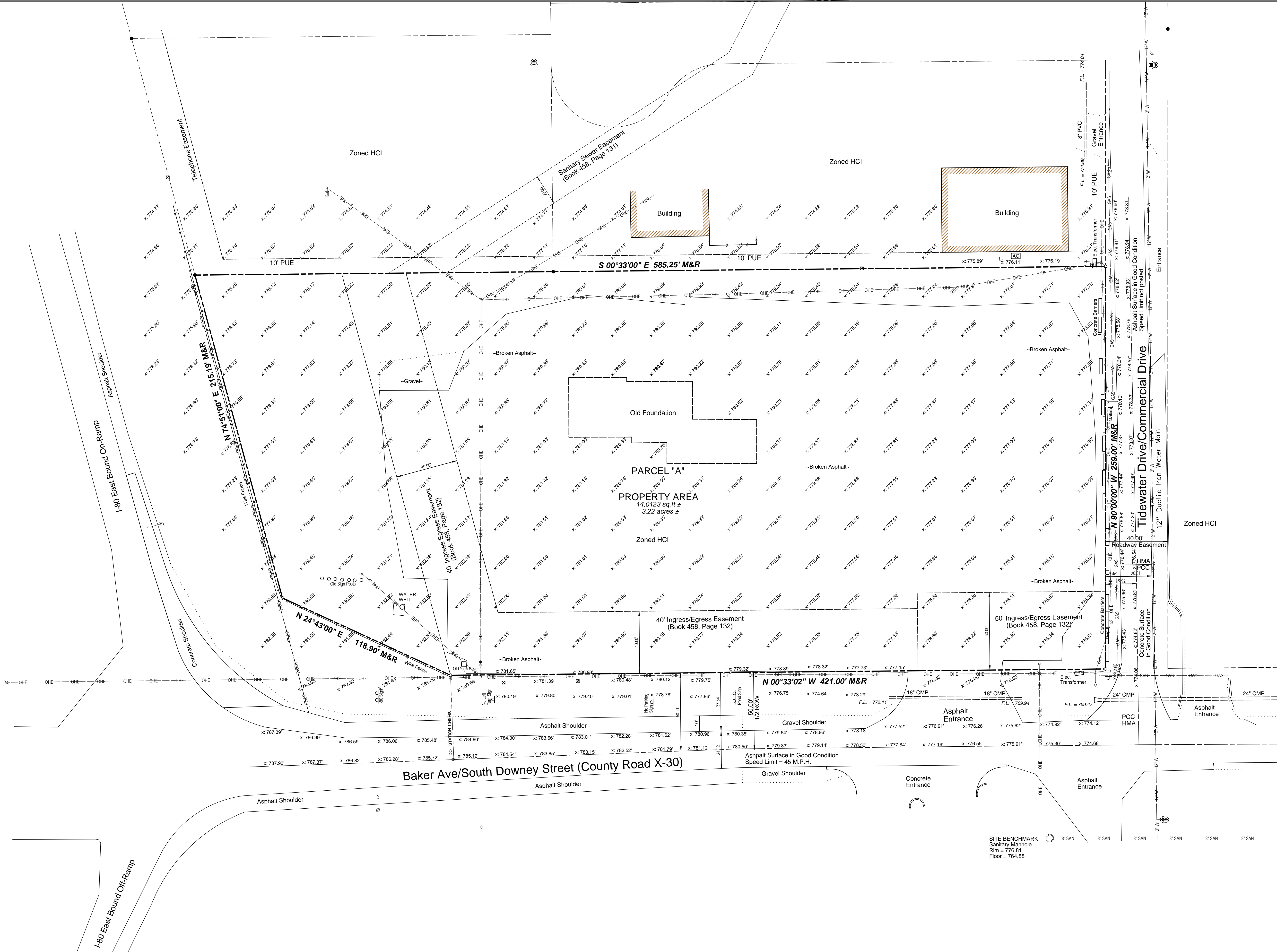
P.C.C. PORTLAND CEMENT CONCRETE
UTILITY LINE OR PIPE
W WATER
G GAS
S SANITARY SEWER
ST STORM SEWER
UGE/T UNDERGROUND ELEC. / TEL.
OHE/T OVERHEAD ELEC. / TEL.
CATV CABLE TELEVISION

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.

VOLDEMARS L. PELDS, P.E. IA. LIC. NO. 18842 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015
ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE)_____

CASEY'S GENERAL STORES
S DOWNEY STREET & TIDEWATER DRIVE
WEST BRANCH, IOWA

DATE: 02-24-2014	DRAWN BY: E. JONDLE	SCALE: NTS	DATE: 02-24-2014	DATE: 14-008
COVER				




LEGAL DESCRIPTION:

The West 259.00 feet of a parcel of land in the North 1/2 of the Southwest 1/4 of Section 8, T 79N, R 4W of the 5th P.M. in Cedar County, Iowa as recorded in Plat Book 5, Page 320 in the Auditor's Office of Cedar County, Iowa, except the South 40.00 feet thereof more particularly described as follows:

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Zoning Information			
CURRENT ZONING	HCI - HIGHWAY COMMERCIAL INDUSTRIAL	STATUS	
CURRENT USE	VACANT	SOURCE INFORMATION	City of West Branch
ITEM	REQUIRED	OBSERVED	ADDRESS: 110 N. Poplar St P.O. Box 218 West Branch, Iowa 52358
MINIMUM LOT AREA	----	14,012.3 sq. ft. (3.22 ac.)	
MINIMUM FRONTAGE	----	259 ft	PERSON CONTACTED: Matt Muckler
MINIMUM LOT WIDTH	----	259 ft	DATE CONDUCTED: 5-1-2012
MAX. FLOOR AREA RATIO	----	----	PHONE NUMBER: 319-643-5888
MINIMUM SETBACKS FRONT	25 ft	----	EMAIL ADDRESS: matt@westbranchiowa.org
MINIMUM SETBACKS CORNER SIDE	None	----	NOTES: The Property is located in SW1/4 Section 8-79-04 Iowa One Call Design Ticket #55120118 The Subject site is in Zone C, per FEMA maps for Cedar County Community #1900508 * The 35 foot maximum building height requirement can be raised to 50 feet, provided the building setback is adjusted 1:1 with every foot above 35 feet.
MINIMUM SETBACKS INTERIOR SIDE	None	----	
MINIMUM SETBACKS REAR	None	----	
MAX. BUILDING HEIGHT	*50 ft	----	
REQUIRED PARKING	~1/200 SF GFA	----	



A. LEO PELDS ENGINEERING COMPANY

Engineering | Planning | Surveying

2323 Dixon Street, Des Moines, IA 50316 · P.O. Box 4626, Des Moines, IA 50305 · P: (515) 265-8196 F: (515) 266-2259

EXISTING UTILITIES NOTE:
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DISCLAIMER:
THIS DRAWING IS BEING MADE AVAILABLE BY A. LEO PELDS ENGINEERING COMPANY (A.L.P.E.C.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH ALL P.E.C.'S AGREEMENT FOR PROFESSIONAL SERVICES. A.L.P.E.C. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.

LEGEND:

STANDARD SYMBOLS:

- IRON ROD OR PIPE FOUND
- ▲ CALCULATED CORNER
- △ SECT. COR. MONUMENT FOUND
- ▽ SECT. COR. MONUMENT CALC.
- ⊕ POWER POLE
- ⊙ LIGHT POLE
- ⊞ FINISHED FLOOR

F.F.

+/-

125.3
N.T.S.
H.M.A.

MORE OR LESS FENCE LINE
FIRE HYDRANT
SANITARY SEWER MANHOLE
STORM SEWER MANHOLE
VALVE
SPOT ELEVATION (@ x)
NOT TO SCALE
HOT MIX ASPHALT
TELEPHONE PEDISTAL

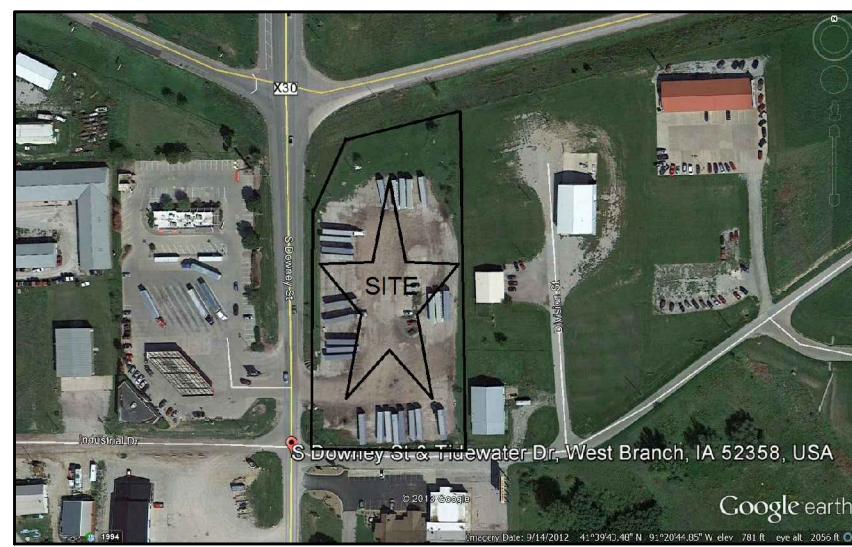
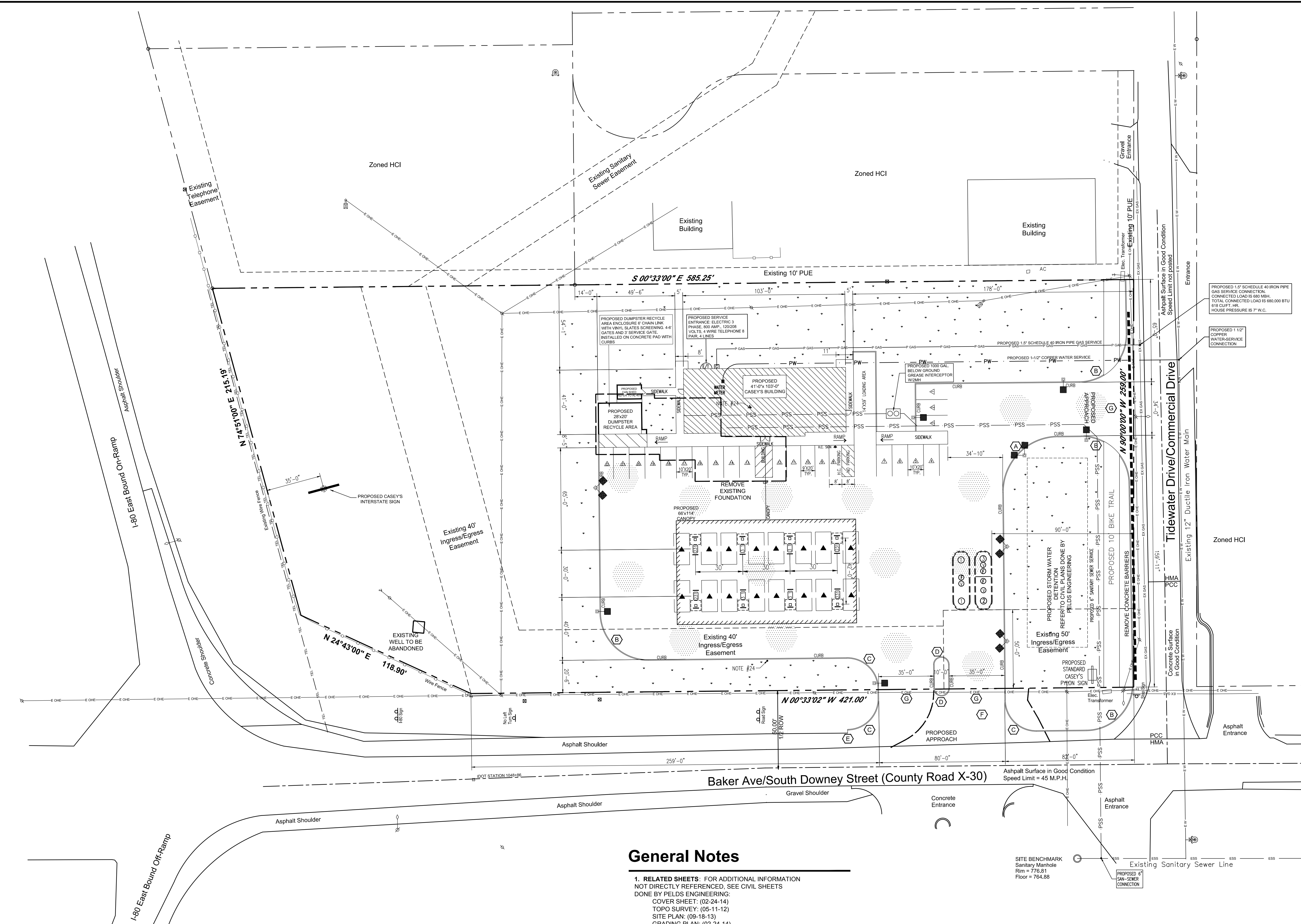
P.C.C. PORTLAND CEMENT CONCRETE
XXX UTILITY LINE OR PIPE
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G GAS
S SANITARY SEWER
ST STORM SEWER
UGE/T UNDERGROUND ELEC. / TEL.
OHE/T OVERHEAD ELEC. / TEL.
CATV CABLE TELEVISION

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

AIVARS LEO PELDS, P.E. & L.S. IA. L.I.C. NO.4640 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2013
ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE):

CASEY'S GENERAL STORES
SOUTH DOWNEY STREET
WEST BRANCH, IOWA

Sanitary Manhole West of Site Elevation = 776.81' (NAVD88 per county BM #6008 TBM)	DATE: 05-11-2012	DRAWN BY: E. PELDS	SCALE: 1" = 30'	CHECKED BY: 05-11-2012	PROJECT NO: 12011
TOPO					



VICINITY MAP

A1 Site Layout Plan

1" = 30'

General Notes

- 1. RELATED SHEETS:** FOR ADDITIONAL INFORMATION NOT DIRECTLY REFERENCED, SEE CIVIL SHEETS DONE BY PELDS ENGINEERING:
 - COVER SHEET: (02-24-14)
 - TOPO SURVEY: (05-11-12)
 - SITE PLAN: (09-18-13)
 - GRADING PLAN: (02-24-14)
 - UTILITY PLAN: (02-24-14)
 - LANDSCAPE PLAN: (02-24-14)

PUBLIC IMPROVEMENT PLANS DONE BY PELDS ENGINEERING:

- GRADING: (02-14-14)
- S. DOWNEY PLAN & PROFILE: (02-24-14)
- TIDEWATER DRIVE PLAN & PROFILE: (02-24-14)
- DIVISION STREET PLAN & PROFILE: (02-24-14)

NOTE:

SYMBOL INDICATES EXISTING UTILITY TO EXISTING STRUCTURE TO BE REMOVED OR DISCONNECTED BY APPROPRIATE CONTRACTOR. VERIFY WITH UTILITY COMPANY REPRESENTATIVE.

Zoning Information			
CURRENT ZONING	HCI - HIGHWAY COMMERCIAL INDUSTRIAL	VACANT	STATUS
CURRENT USE			SOURCE INFORMATION: City of West Branch
ITEM	REQUIRED	OBSERVED	ADDRESS: 1107 N. Poplar St P.O. Box 218 West Branch, Iowa 52358
MINIMUM LOT AREA	259 R	140,123 sq ft (3.22 AC)	PERSON CONTACTED: Matt Muckler
MINIMUM FRONTAGE	259 R		DATE CONDUCTED: 5-1-2012
MINIMUM LOT WIDTH	259 R		PHONE NUMBER: 319-643-5888
MAX. FLOOR AREA RATIO	25 R		EMAIL ADDRESS: matt@westbranchowa.org
MINIMUM SETBACKS (FRONT)	None		NOTES:
MINIMUM SETBACKS (SIDE)	None		The Property is located in SW1/4 Section 8-79-04
MINIMUM SETBACKS (REAR)	None		Iowa One Call Design Ticket: #55120118
MAX. BUILDING HEIGHT	*50 R		The Subject site is in Zone C, per FEMA maps for Cedar County Community #1900508
REQUIRED PARKING	~1/200 SF GFA		

* The 35 foot maximum building height requirement can be raised to 50 feet, provided the building setback is adjusted 1:1 with every foot above 35 feet.

General Construction Notes

- 2 - 20,000 GALLON DOUBLE WALL FIBERGLASS CONTAINMENT SOLUTION TANKS.
 - TANK 1-20,000 GALLON (89E) 10'-6"x38'-3"
 - TANK 2-12,000 GALLON (DIESEL) 10'-6"x23'-6"
 - TANK 3-8,000 GALLON (87N) 10'-6"x14'-6"
 - PREMIUM SUPER UNLEADED GASOLINE PRODUCTS
- TANK SETTING DETAILS PAGE QF-301
- FILL PIPE AND MANHOLE DETAIL PAGE QF-301
- CIRCUIT BREAKER PANEL PAGE E-501
- REFRIGERATION WIRING PAGE QR-601, QR-602, QR-603
- GILBARCO WIRING PAGE QF-601
- ISLAND SIZE - 8 @ 3'x5' WIDUAL GUARD PIPE
- 8 - GILBARCO 700 S DISPENSERS
 - 4=NN1 2 NOZZLES & 4 METERS EACH
 - 4=NL1 4 NOZZLES & 6 METERS EACH
- ISLAND DETAILS PAGE AL-501
- ISLAND CONDUIT DETAIL PAGE E-602
- DO NOT PLACE PRODUCT PIPING UNDER ISLAND
- 18" MIN. FROM TANK PIPING TO FINISH SURFACE
- SIGN BASE DETAILS PAGE AL-601
- SIGN DETAILS PAGE AL-601
- DRIVEWAY JOINTS TO BE PACKED & CAULKED
- CONCRETE DRIVE TROWELED WITH LIGHT BROOM FINISH
- CONTROL JOINTS - MIN. 100 sq ft. - MAX. 125 sq ft. - 25% DEEP
- CONSTRUCTION JOINTS - PINNED 4" O.C. 12" EACH WAY WITH 1/2" REBAR #4
- APPROACHES TO BE 7" NON-REINFORCED OR AS PER STATE/CITY SPEC.
- SLOPE RAMPS FOR BUILDING SIDEWALK 1:20 H.G PARKING 1:50 ALL DIRECTIONS
- ALL ACCESS ISLE STRIPING AT 45 DEGREE ANGLE BEING MAX. 4' SEPARATION
- RUN VENT LINES UP SEPARATE CANOPY COLUMN. VERIFY
- VERIFY ALL UTILITY LOCATIONS AND DIMENSIONS.
- CANOPY FOOTING: SIZE 8" X 3" LENGTH X 6" X 3" WIDTH X 3' X 0" DEPTH.
- CONCRETE: MINIMUM COMPRESSIVE STRENGTH OF FC-3000 p.s.i.
- CONCRETE REINFORCING: ASTM A-615 GRADE 60.
- REBAR CAGE: (8) #6 HORIZONTAL TIES LENGTH WISE TOP AND BOTTOM 12" MAXIMUM SPACING.
- ALL FUEL DISPENSERS FALL WITHIN A 100 FOOT RADIUS OF THE EMERGENCY SHUT-OFF WHICH LOCATED ON A POST AT THE CURB; A SECONDARY SHUT-OFF LOCATED INSIDE AT THE SALES COUNTER FOR THE CONVENIENCE OF STAFF.

Keyed Construction Notes

NOTICE: ALL WORK IN/ON THE R.O.W. AREA IS SUBJECT TO THE CITY OF WEST BRANCH, IA, & CEDAR COUNTY APPROVAL AND SPECIFICATIONS.

- A** PROPOSED 35' RADIUS
- B** PROPOSED 30' RADIUS
- C** PROPOSED 20' RADIUS
- D** PROPOSED 5' RADIUS
- E** 2' CONCRETE STUB. TAPER CURB. TIE INTO EXISTING PAVEMENT
- F** REMOVE EXISTING APPROACH.
- G** 2% MAX. CROSS-SLOPE IN SIDEWALK AREA.

Legal Description:

The West 259.00 feet of a parcel of land in the North 1/2 of the Southwest 1/4 of Section 8, T 79N, R 4W of the 5th P.M. in Cedar County, Iowa as recorded in Plat Book 5, Page 320 in the Auditor's Office of Cedar County, Iowa, except the South 40.00 feet thereof more particularly described as follows:

COMMENCING at a point of reference at the Southwest Corner of the North 1/2 of the Southwest 1/4 of said Section 8; THENCE N 90° 00' 00" E, 50.00 feet along the South line of said North 1/2 to a found 5/8" iron pin at a point of intersection with the Easterly Right-of-Way line of County Road "D"; THENCE N 0° 33' 00" W, 304.00 feet along said Easterly Right-of-Way line to an iron pin being the POINT OF BEGINNING OF Parcel "A"; THENCE N 90° 00' 00" E, 259.00 feet to an iron pin; THENCE N 0° 33' 00" W, 585.25 feet to an iron pin along the southerly Right-of-Way line of Interstate 80; THENCE S 74° 51' 00" W, 215.19 feet along said Southerly Right-of-Way line to an iron rail; THENCE S 24° 43' 00" W, 118.90 feet along said Southerly Right-of-Way line to an iron rail along the said Easterly Right-of-Way line of County Road "D"; THENCE S 0° 33' 00" E, 421.00 feet to the POINT OF BEGINNING; and subject to easements of record, and containing 3.21 acres.

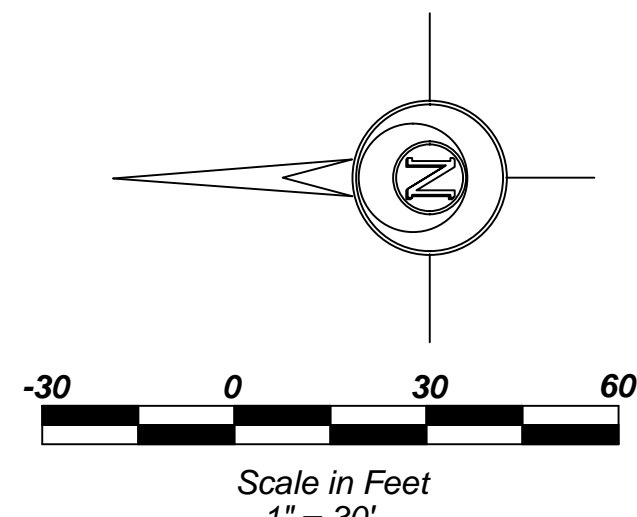
U.G.S.T. Notes

- F** FILL CATCH BASIN W/ OVERSPILL PROTECTION (TYP.)
- 1 2 3** TURBINE ENCLOSURE TYP. CONTAINS; SUB-PUMP W/LINE DETECTION, TANK PROBE FOR FUEL MONITORING, INCLUDING THE INTERSTITIAL SENSOR AND TANK SUMP SENSOR
- V** VENT EXTRACTOR W/BALL FLOAT FOR OVERFILL PROTECTION
- SUMP SENSOR @ EACH DISPENSER.

Legend

- MARKED PARKING SPACES (PAINT LINES AS INDICATED)
- GASOLINE PUMP PARKING SPACES (DO NOT PAINT LINES OR OTHERWISE MARK)
- CONCRETE PAVING OR SIDEWALKS
- AREA TO BE SODDED OR SEEDDED
- AREA LIGHTS (9 SHOWN) REFER TO LIGHTING PLAN RL-1466-S1 DONE BY RED LEONARD

CASEY'S CONSTRUCTION DIVISION One Convenience Blvd., P.O. Box 3001, Ankeny, Ia. 50021 515-965-6100			
PROJECT: 615 S. DOWNEY STREET WEST BRANCH, IA.	PUBLISHED: 07-13-12	DRAWING INFORMATION: SITE PLAN	
"O2" STYLE STORE	REVISED: 10-02-12		
	10-25-12		
	05-23-13		
	08-29-13		
CRAWLING INFORMATION: CONSTRUCTION DIVISION	09-13-13		
DRAWN BY: L. BURKE	CHECKED BY:	02-28-14	

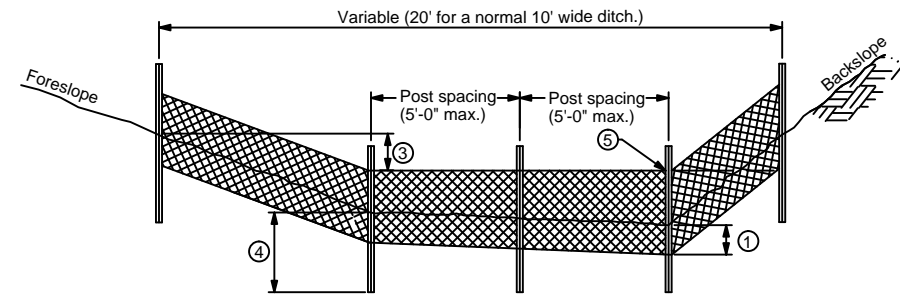


GRADING NOTES:

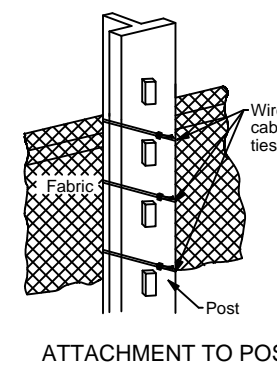
1. STRIP TOPSOIL (8") FROM ALL THE AREAS WHICH ARE TO BE FILLED OR CUT FOR BORROW.
2. ALL AREAS TO RECEIVE STRUCTURAL FILL SHALL BE BENCHMARKED.
3. PREPARE BOTTOM OF BENCH FOR FILL BY DISKING TO A DEPTH OF 4 INCHES AND COMPACT. ANY LOCALIZED AREAS WHICH CANNOT BE SATISFACTORILY COMPACTED OR WHICH SHOW EVIDENCE OF PUMPING ACTION SHALL BE UNDERGROUTED AND RECOMPACTED WITH ON-SITE FILL MATERIALS.
4. ALL STRUCTURAL FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR.
5. ALL AREAS WHICH ARE TO RECEIVE PAVING SHALL HAVE THE TOP 12 INCHES DISKED AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
6. MAINTAIN ALL CUT AND FILL AREAS TO ACCOMMODATE SURFACE DRAINAGE.
7. GRADING CONTRACTOR SHALL STOCKPILE TOPSOIL FOR SHOULDERING.
8. FINISH GRADE ON ALL NON-PAVED AREAS SHALL BE WITHIN 0.20 FEET AND PAVED AREAS SHALL BE WITHIN 0.10 FEET OF THE PROPOSED GRADES SHOWN ON THE PLAN.
9. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND STRUCTURES. ANY DAMAGE SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER OF THE UTILITIES.
10. MAXIMUM ALLOWABLE GRADE ON ALL PROPOSED SLOPES IS 3:1.
11. TOPSOIL SHALL BE SPREAD TO A MINIMUM THICKNESS OF 6 INCHES ON ALL DISTURBED AREAS.
12. THE MOISTURE CONTENT SHALL NOT DEVIATE FROM THE OPTIMUM BY MORE THAN 2% IN STRUCTURAL FILL.
13. ALL PROPOSED MATERIALS SHALL BE APPROVED BY THE CITY OF WEST BRANCH AND THE IOWA DOT.
14. ONE WEEK PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE CITY OF WEST BRANCH.

GENERAL NOTES:

- Install silt fence according to the requirements of Section 806.107 and all locations shown in the current documents or as directed by the Jurisdictional Engineer.
- 1. Insert 12 in. of fabric a minimum of 6 in. deep (fabric may be folded below the ground line).
 - 2. Compact ground by driving along each side of the silt fence as required to sufficiently secure the fabric in the trench to prevent pullout and flow under the fence.
 - 3. On sloping ground, extend all fence to slope steps on the bottom elevation at the end of the fabric is a minimum of 2 ft higher than the top of the fence in the low part of the ditch.
 - 4. Steel posts to be embedded 20 in. unless otherwise allowed by the Jurisdictional Engineer.
 - 5. Secure top of engineering fabric to steel posts using wire or plastic ties (50 lb. min.). See details of "Attachment to Posts".

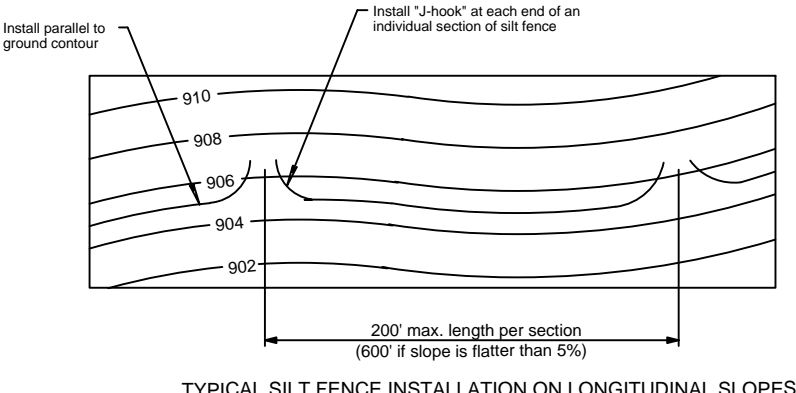


TYPICAL SILT FENCE DITCH CHECK

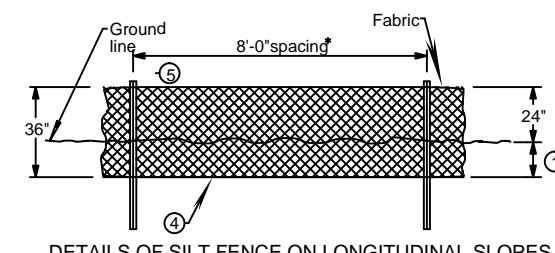


ATTACHMENT TO POST

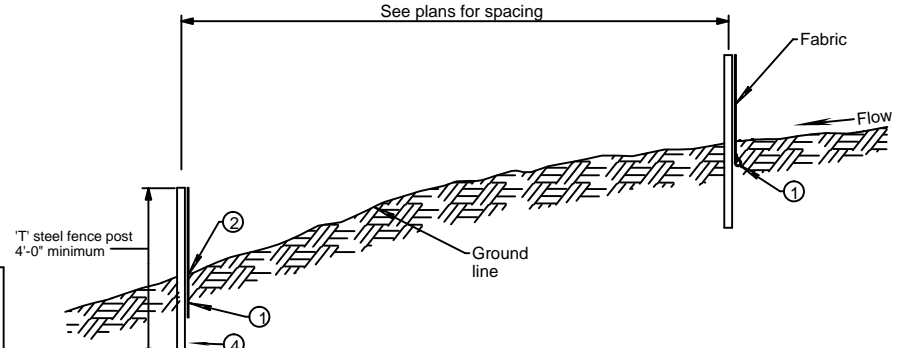
SUDAS
FIGURE: 9040.19
SILT FENCE



TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES (Plan View)

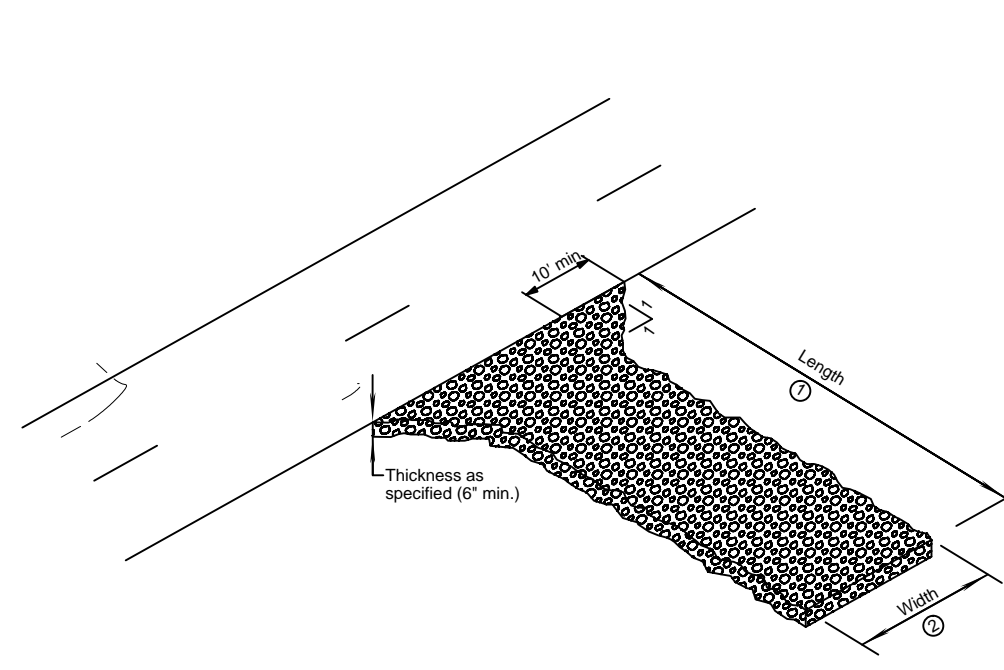


DETAILS OF SILT FENCE ON LONGITUDINAL SLOPES



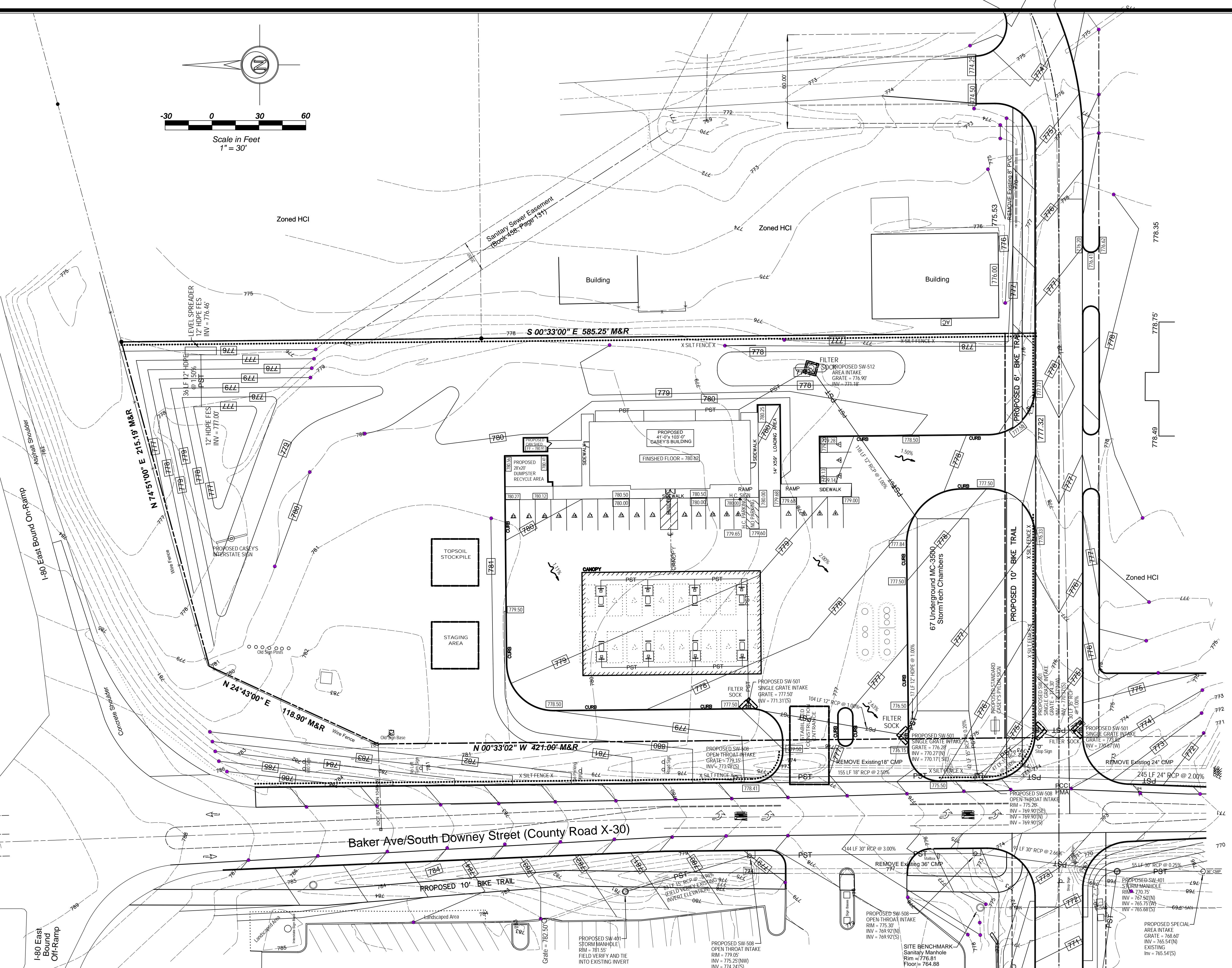
TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES (Profile View)

SUDAS
FIGURE: 9040.19
SILT FENCE



1. Remove vegetation and excavate soft soils from entrance area. Thoroughly compact subgrade prior to placing stone.
2. Install culvert under entrance if necessary to maintain drainage.
3. Grade entrance to prevent runoff from flowing onto street. Direct all runoff from entrance to a sediment retention device.
4. When specified, install subgrade stabilization fabric prior to placing crushed stone.
5. Install layer of crushed stone to the thickness (6 in. min.) and dimensions specified.
 - ① Entrance length: 50 ft. minimum (30 ft. for single family residential), or as specified. Length of entrance may be increased if sediment track-out occurs.
 - ② Entrance width: 20 ft. minimum.

SUDAS
FIGURE: 9040.20
STABILIZED CONSTRUCTION ENTRANCE



LEGEND:

STANDARD SYMBOLS:

- IRON ROD OR PIPE FOUND
- CALCULATED CORNER
- ▲ SECT. COR. MONUMENT FOUND
- △ SECT. COR. MONUMENT CALC.
- ⊕ POWER POLE
- ⊙ LIGHT POLE
- ⊙ FINISHED FLOOR
- ⊙ SITE BENCHMARK
- ⊙ SANITARY MANHOLE
- ⊙ STORM MANHOLE
- ⊙ OPEN THROAT INTAKE
- ⊙ FILTER SOCK
- ⊙ RAMP
- ⊙ SIDEWALK
- ⊙ CURB
- ⊙ ASPHALT
- ⊙ HOT MIX ASPHALT
- ⊙ SPOT ELEVATION (@ x)
- ⊙ NOT TO SCALE
- ⊙ HOT MIX ASPHALT

- +/-
- xxx
- fire hydrant
- sanitary sewer manhole
- storm sewer manhole
- valve
- spot elevation (@ x)
- not to scale
- hot mix asphalt

- P.C.C.
- xxx
- portland cement concrete
- utility line or pipe
- water
- gas
- sanitary sewer
- storm sewer
- underground elec. / tel.
- overhead elec. / tel.
- cable television

A. LEOPELDS ENGINEERING COMPANY
Engineering | Planning | Surveying
2323 Dixon Street, Des Moines, IA 50316 - P.O. Box 4626, Des Moines, IA 50305 - P: (515) 265-8196 F: (515) 266-2259

EXISTING UTILITIES NOTE:
THE LOCATIONS OF THE EXISTING UTILITIES SHOWN HEREON ARE APPROXIMATE. THEY HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND/OR RECORDS. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ANY EXISTING UTILITIES (SHOWN OR NOT SHOWN) ARE NOT DAMAGED DURING CONSTRUCTION. IOWA ONE-CALL (1-800-292-8989).

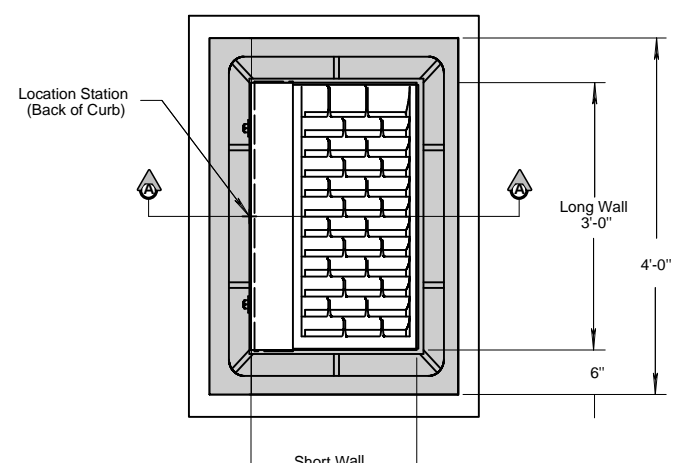
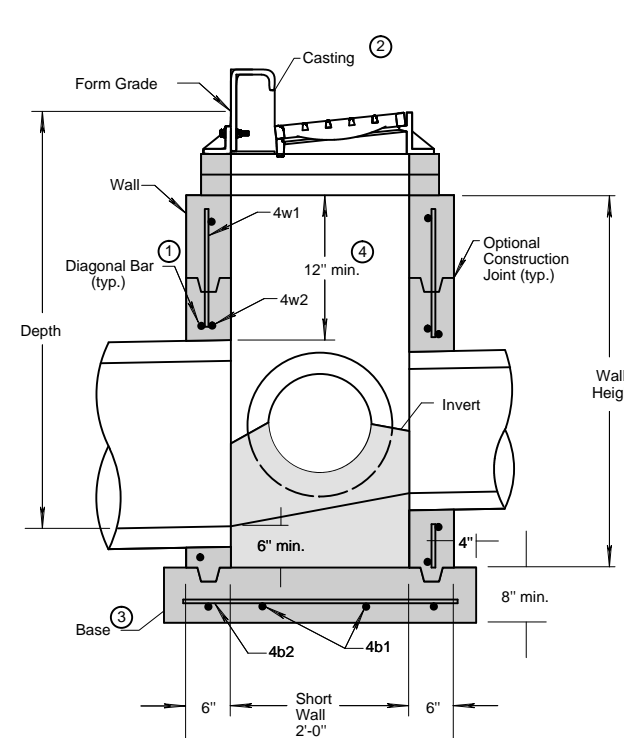
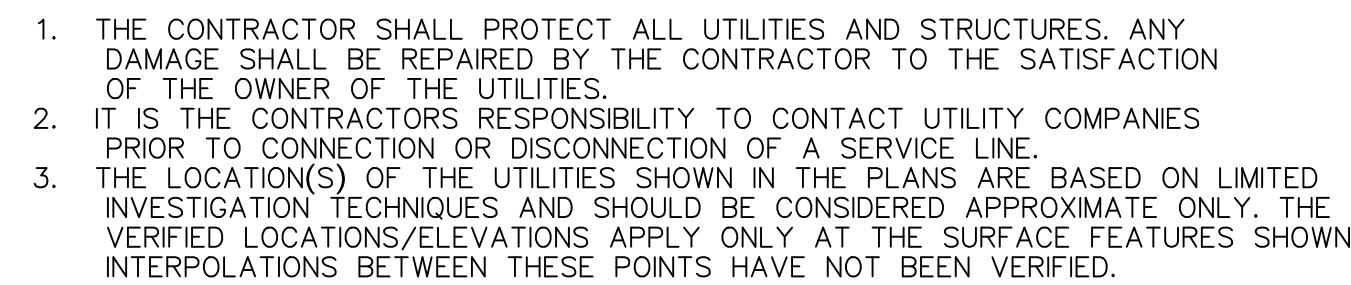
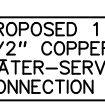
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CASEY'S GENERAL STORES
SOUTH DOWNEY STREET
WEST BRANCH, IOWA

Sanitary Manhole West of Site
Elevation = 776.81' (NAVD83 per county BM #6008 TBM)


02-24-2014 E. JONDEL 1" = 30' 02-28-2014 13-062

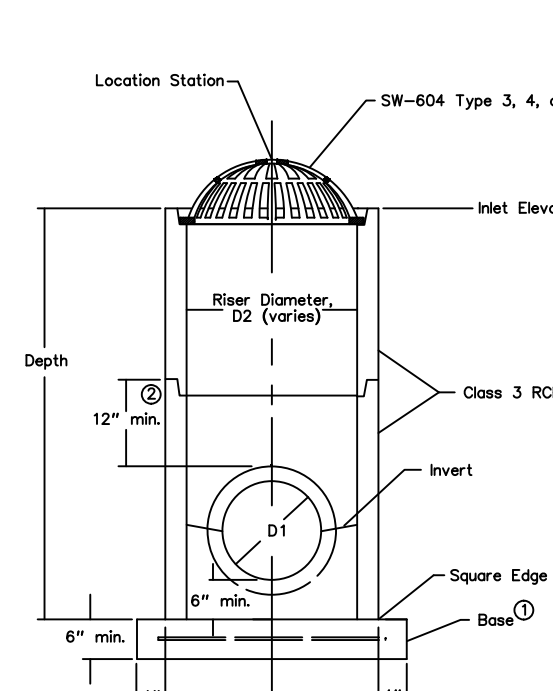
GRADING PLAN



REINFORCING BAR LIST						
Mark	Size	Location	Shape	Length	Count	Spacing
4w1	4	Walls		Wall Height minus 4"	14	12"
4w2	4	Long Walls		3'-8"	Varies	12"
4w3	4	Short Walls		2'-8"	Varies	12"
4b1	4	Base		4'-2"	4	10"
4b2	4	Base		3'-2"	5	10"

Pipe Location	Precast Structure	Cast-in-place Structure
Short Wall	15"	18"
Long Wall	24"	30"

 SUDAS Iowa Department of Transportation	FIGURE 6010.501	STANDARD ROAD PLAN	NEW 06/24/14 SW-50 SHEET = of 1
	REVISIONS: New Replaces SUDAS Type "M-A" Intake DESIGN: JEFFREY J. HARRIS REVIEW: MICHAEL D. HARRIS		
<h1>SINGLE GRATE INTAKE</h1>			




Outlet Pipe Diameter D1	Minimum Riser Diameter D2
12"'	18"'
15"'	24"'
18"'	24"'
21"'	30"'
24"'	30"'
27"'	36"'

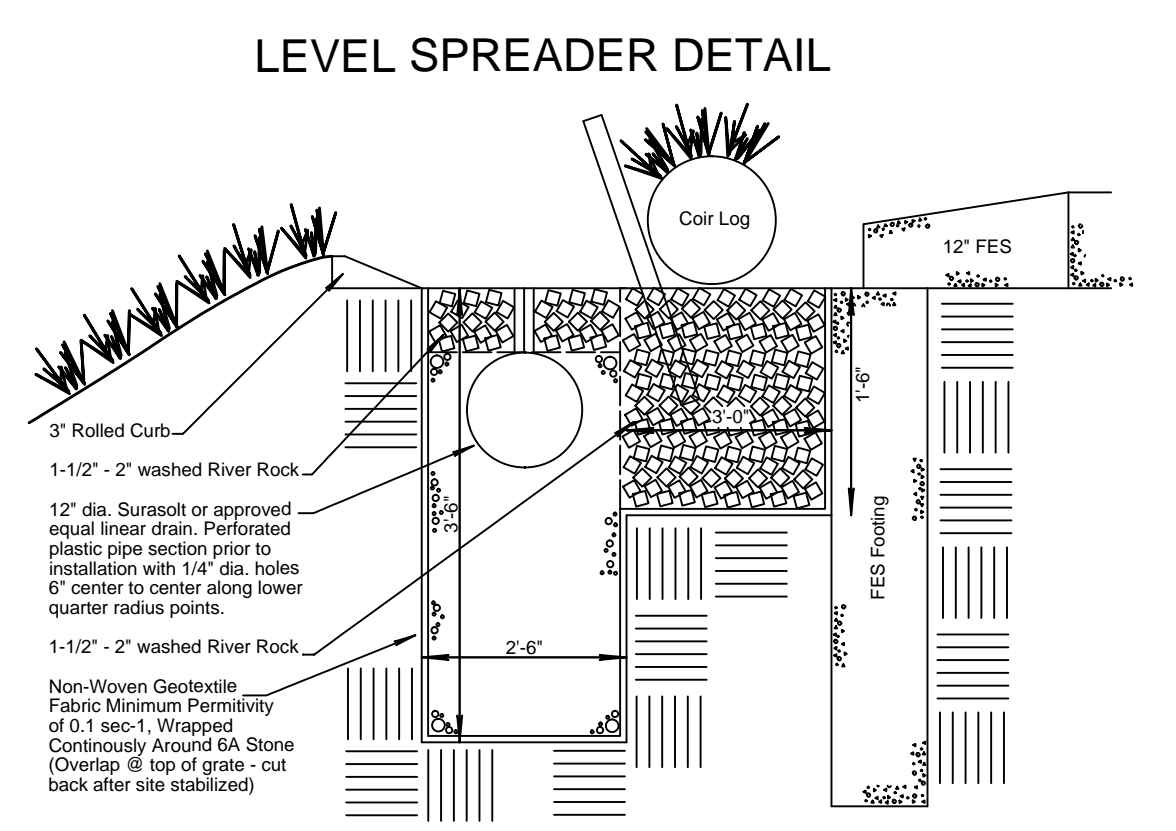
① Precast (shown) or cast-in-place base:
Precast: 6-inch thick concrete with #8 welded wire mesh on 4-inch centers (WVF 4" x 4"). Center mesh vertically within base.
Cast-in-place: 8-inch thick non-reinforced concrete.

② 12-inch minimum riser height above all pipes.

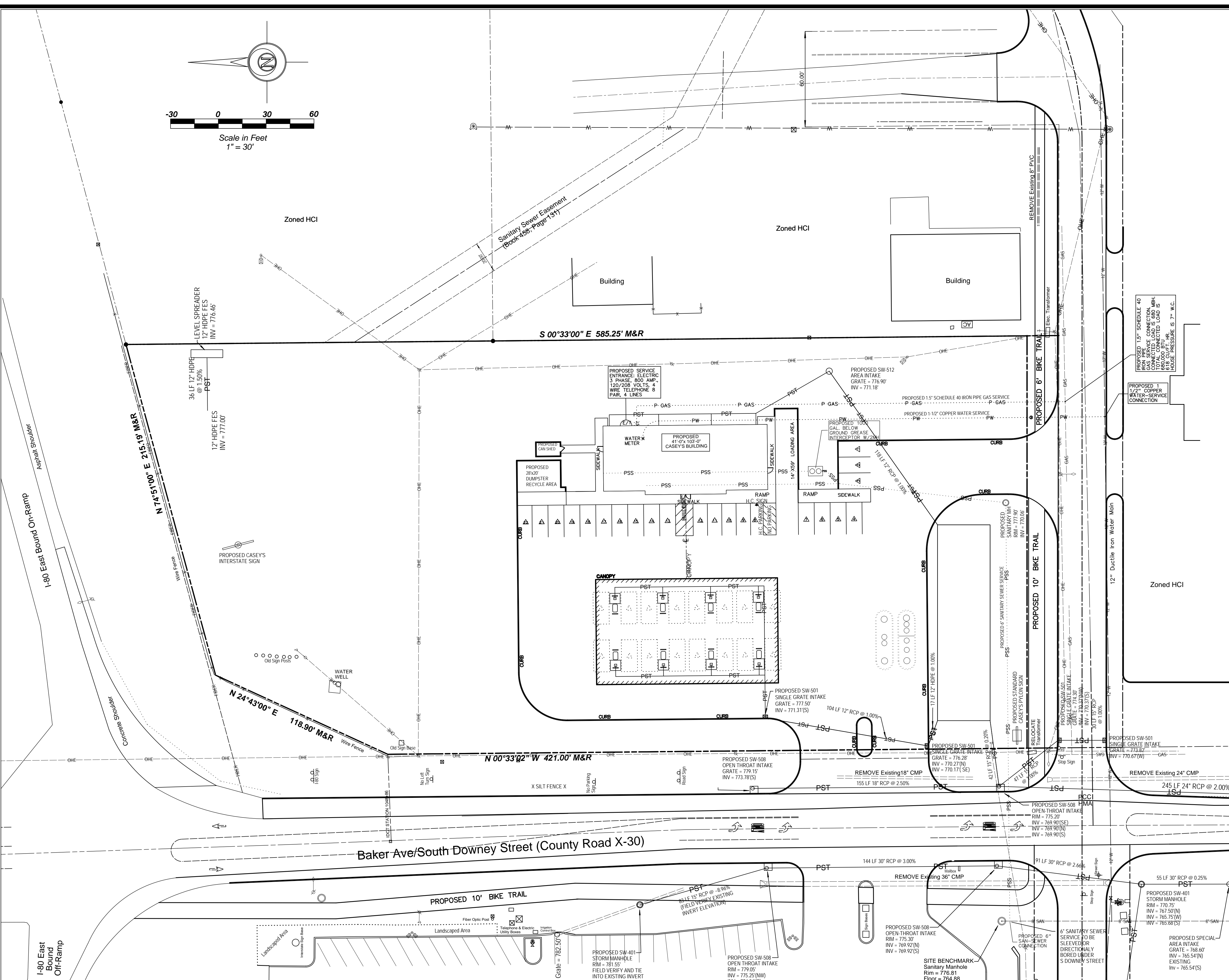
TYPICAL SECTION

CASE 1

 SUDAS	Iowa Department of Transportation	PROJECT NO. HWY 13-204
		DRAWING NO. SW-51
FIGURE 6010.512	STANDARD ROAD PLAN	SHEET 1 of 2
REVISIONS: Change Section 1 & 2 and shading Added Sheet 2		
DESIGN ENGINEER		SENIOR DESIGN ENGINEER
<h1 style="text-align: center;">CIRCULAR AREA INTAKE</h1>		



LEVEL SPREADER DETAIL



LEGEND:

STANDARD SYMBOLS:

- IRON ROD OR PIPE FOUND
- CALCULATED CORNER
- ▲ SECT. COR. MONUMENT FOUND
- △ SECT. COR. MONUMENT CALC.
- ⊗ POWER POLE
- ⊕ LIGHT POLE
- FF FINISHED FLOOR

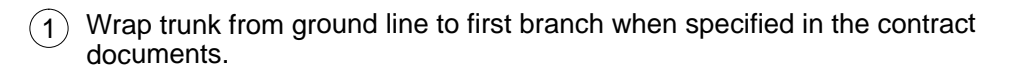
	MORE OR LESS FENCE LINE
	FIRE HYDRANT
	SANITARY SEWER MANHOLE
	STORM SEWER MANHOLE
	VALVE
x:125.34	SPOT ELEVATION (@ x)
N.T.S.	NOT TO SCALE
H.M.A.	HOT MIX ASPHALT

P.C.C.	PORTLAND CEMENT CONCRETE
—xxx—	UTILITY LINE OR PIPE
W	WATER
GAS	GAS
SAN	SANITARY SEWER
ST	STORM SEWER
UGE/T	UNDERGROUND ELEC. / TEL.
OHE/T	OVERHEAD ELEC. / TEL.
CATV	CABLE TELEVISION





*CASEY'S GENERAL STORES
SOUTH DOWNEY STREET
WEST BRANCH, IOWA*


DESCRIPTION Sanitary Manhole West of Site Elevation = 776.81' (NAVD88 per county BM #6008 TBM)		DIVISION	
CONSTRUCTION DATE 02-24-2014	DRAWN BY E. JONDLE	SCALE 1" = 30'	LATEST REVISION 02-28-2014
FILE NAME S:\Casey's West Branch\South Downey St\Site Plan\CGS - West Branch - Base Plan 12-02-2013.sxd		13-062	

UTILITY PLAN


$$\text{PROPOSED OPEN SPACE} = (2.08 \text{ a} / 3.22 \text{ a}) * 100 = 64.6\%$$

1 SHRUB PER 1,000 SQ.FT. OF REQUIRED OPEN SPACE
 REQUIRED OPEN SPACE LANDSCAPING = 25%
 140,123 SQ.FT. * 0.25 = 35,031 SQ.FT.
 35,031 SQ.FT. / 1,000 SQ.FT. = 35.0 = 35 SHRUBS

SYMBOL	#	COMMON NAME (BOTANICAL NAME)	SIZE
	6	Kentucky Coffeetree (<i>Gymnocladus dioica</i>)	2" caliper B&B
	6	Thornless Honey Locust (<i>Gleditsia triacanthos inermis</i>)	2" caliper B&B
	6	Callery Pear (<i>Pyrus calleryana</i>)	2" caliper B&B
	6	Amur Maple (<i>Acer ginnala</i>)	1" caliper B&B

SYMBOL	#	COMMON NAME (BOTANICAL NAME)	SIZE
	35	Summer Snowflake Viburnum (<i>Viburnum plicatum</i> 'Summer Snowflake')	2 Gallon Container



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● IRON ROD OR PIPE FOUND
 ○ CALCULATED CORNER
 ▲ SECT. COR. MONUMENT FOUND
 △ SECT. COR. MONUMENT CALC.
 ∅ POWER POLE
 ⚡ LIGHT POLE
 F.F. FINISHED FLOOR

ND
C.

MORE OR LESS
FENCE LINE
FIRE HYDRANT
SANITARY SEWER MANHOLE
STORM SEWER MANHOLE
VALVE
SPOT ELEVATION (@ x)
NOT TO SCALE
HOT MIX ASPHALT

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CATV	CABLE TELEVISION

REVISIONS		DATE	
Sanitary Manhole West of Site Elevation = 776.81' (NAVD88 per county BM #6008 TBM)			
DESCRIPTION	DRAWN BY	SCALE	LATEST REVISION
02-24-2014	E. JONDLE	1" = 30'	02-28-2014
			13-06-2
FILE PATH: S:\Casey\West Branch\South Downey StSite Plan\CDS - West Branch - Base Plan 12-02-2013.scd			

LANDSCAPING PLAN



RL-1466-S1

9/17/13

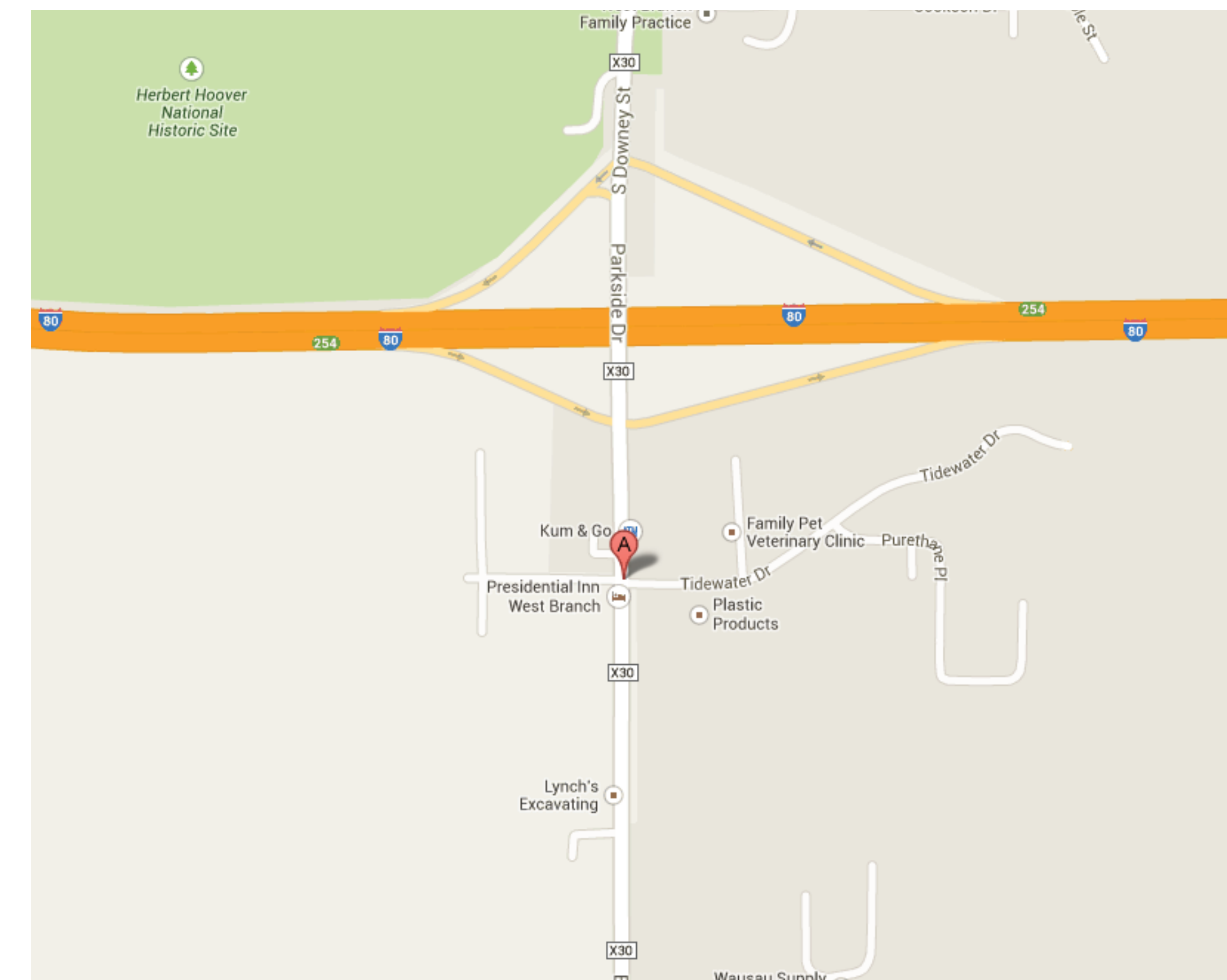
CASEY'S, WEST BRANCH, IA



EXTERIOR

LIGHTING APPLICATION

Building, canopy, dispenser & sign images for reference only. These images may vary. Any revisions to these images may not be reflected on this lighting application.



BACKER AVE & TIDEWATER DR
WEST BRANCH, IA 52358

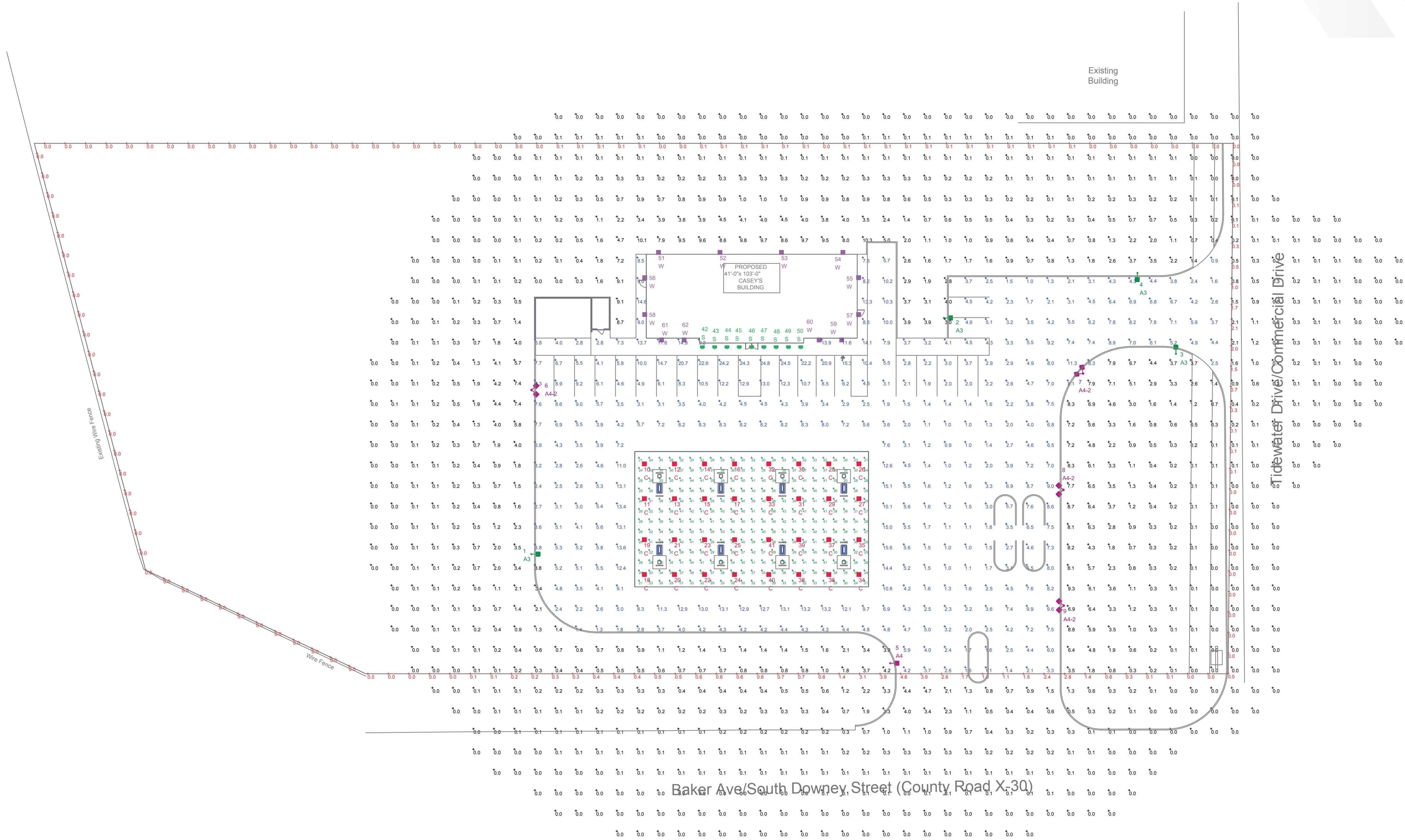


1. Exterior Photometric Application
2. Fixture Detail
3. Fixture Specification

T (513) 574-9500

5630 Bridgetown Rd. Ste. 2
Cincinnati, Oh 45248

www.redleonard.com



LUMINAIRE SCHEDULE							
Symbol	Qty	Label	Arrangement	Lumens	LLF	Total Watts	Description
	4	A3	SINGLE	10674	1.040	536	Cree Lighting ARE-EDG-3M-DA-06-E-UL-BZ-700
	1	A4	SINGLE	11259	1.040	134	Cree Inc. ARE-EDG-4M-DA-06-E-UL-BZ-700
	4	A4-2	2 @ 90 DEGREES	11259	1.040	1072	Cree Inc. ARE-EDG-4M-DA-06-E-UL-BZ-700
	32	C	SINGLE	12020	1.040	4169.6	BETALED, A DIVISION OF RUUD LIGHTING CAN-304-SL-RS-06-D-UL-WH-700
	9	S	SINGLE	3755	1.040	468	BETALED, A DIVISION OF RUUD LIGHTING SFT-227-3M-RM-03-D-UL-BZ-525
	12	W	SINGLE	7519	1.040	1224	BETALED, A DIVISION OF RUUD LIGHTING SEC-EDG-3M-WM-06-D-UL-BZ-525

FOOTCANDLES CALCULATED AT GRADE USING INITIAL LUMEN VALUES					
Label	Avg	Max	Min	Avg/Min	Max/Min
OVERALL	0.88	10.3	0.0	N.A.	N.A.
PAVED AREA	5.90	24.8	0.9	6.56	27.56
PROPERTY LINE	0.33	4.6	0.0	N.A.	N.A.
UNDER CANOPY	35.13	45	20	1.76	2.25

LUMINAIRE LOCATION SUMMARY		
LUM NO.	LABEL	MTG. HEIGHT
1	A3	17
2	A3	17
3	A3	17
4	A3	17
5	A4	17
6	A4-2	17
7	A4-2	17
8	A4-2	17
9	A4-2	17
10	C	16.5
11	C	16.5
12	C	16.5
13	C	16.5
14	C	16.5
15	C	16.5
16	C	16.5
17	C	16.5
18	C	16.5
19	C	16.5
20	C	16.5
21	C	16.5
22	C	16.5
23	C	16.5
24	C	16.5
25	C	16.5
26	C	16.5
27	C	16.5
28	C	16.5
29	C	16.5
30	C	16.5
31	C	16.5
32	C	16.5
33	C	16.5
34	C	16.5
35	C	16.5
36	C	16.5
37	C	16.5
38	C	16.5
39	C	16.5
40	C	16.5
41	C	16.5
42	S	10
43	S	10
44	S	10
45	S	10
46	S	10
47	S	10
48	S	10
49	S	10
50	S	10
51	W	10
52	W	10
53	W	10
54	W	10
55	W	10
56	W	10
57	W	10
58	W	10
59	W	10
60	W	10
61	W	10
62	W	10

ALL AREA LIGHTS ON 15 FT. POLES
MOUNTED ON 2 FT. CONCRETE BASES.

ILLUMINATION RESULTS SHOWN ON THIS LIGHTING APPLICATION ARE BASED ON PROJECT PARAMETERS PROVIDED BY THE MANUFACTURER LISTED. USED IN CONJUNCTION WITH LUMINAIRE TEST PROCEDURES CONDUCTED UNDER LABORATORY CONDITIONS. ACTUAL PROJECT CONDITIONS DIFFERING FROM THESE PARAMETERS MAY AFFECT FIELD RESULTS. THE CUSTOMER IS RESPONSIBLE FOR VERIFYING COMPLIANCE WITH ANY APPLICABLE ELECTRICAL LIGHTING OR ENERGY CODE.

FOR INFORMATIONAL AND ILLUSTRATION PURPOSES ONLY. ALL PRODUCT SERVICE AND CORPORATE NAMES ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS. PRODUCT SPECIFICATIONS AND QUANTITIES MAY VARY. THESE DOCUMENTS ARE THE PROPERTY OF RED LEONARD ASSOCIATES, INC. ANY USE OF THESE DOCUMENTS WITHOUT THE WRITTEN CONSENT OF JAMIE J. LEONARD OF RED LEONARD ASSOCIATES, INC. IS STRICTLY PROHIBITED.

SCALE: 1" = 30'

LAYOUT BY: JSG

DWG SIZE: D

DATE: 9/16/13

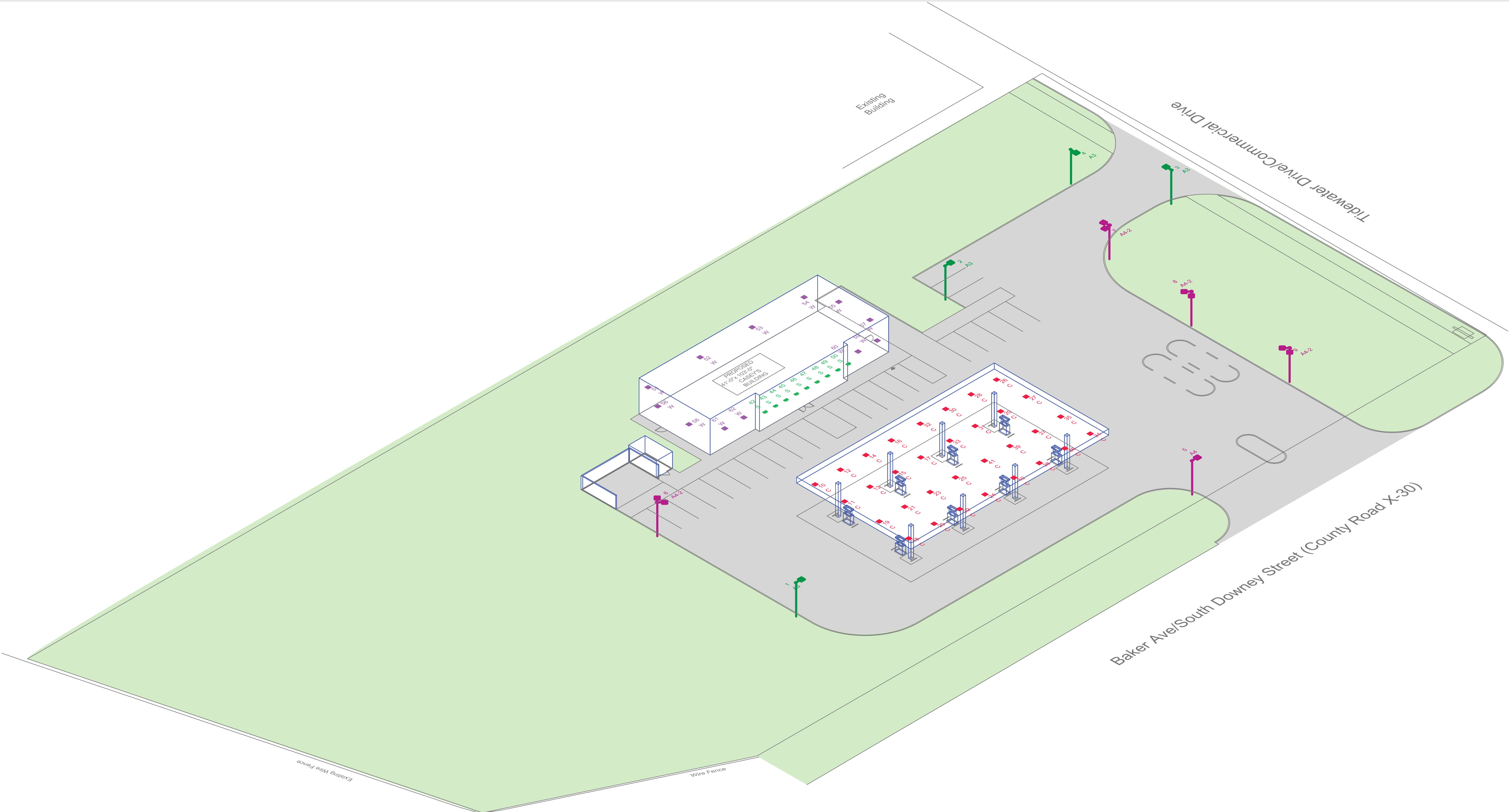
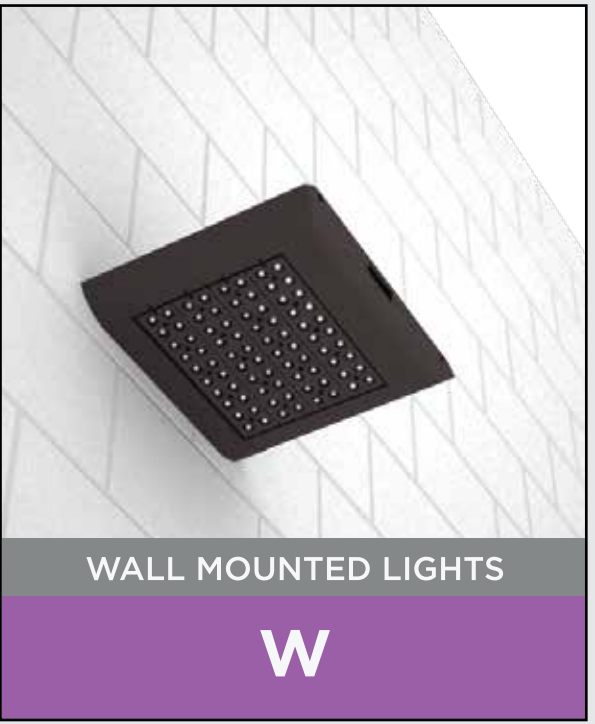
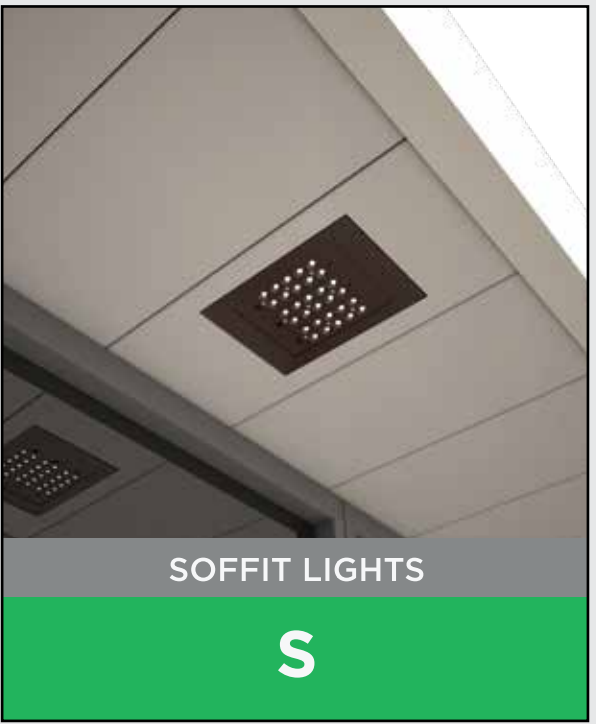
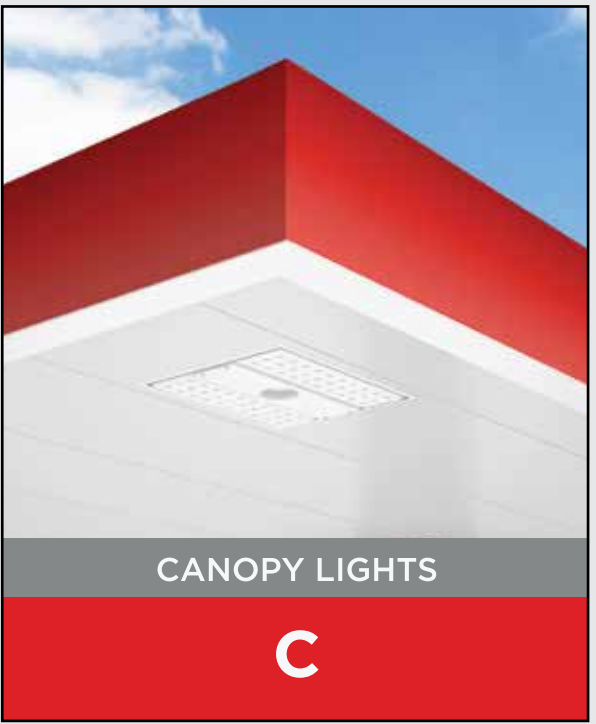
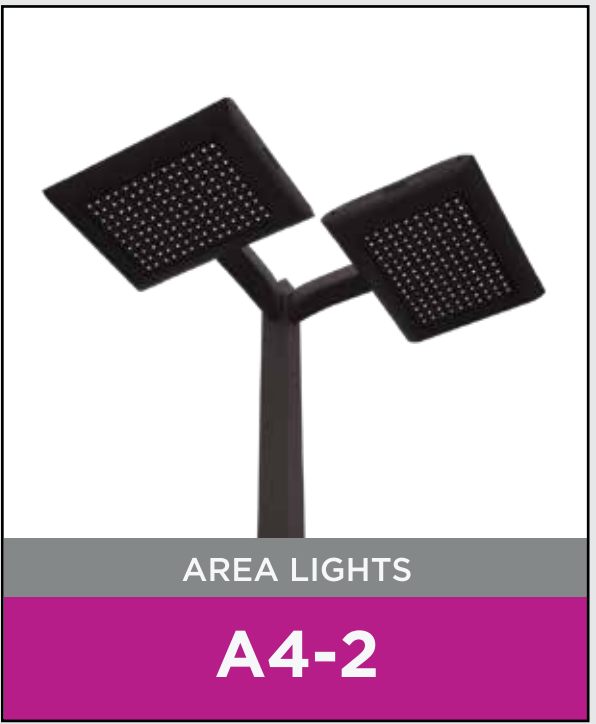
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CASEY'S
WEST BRANCH, IA

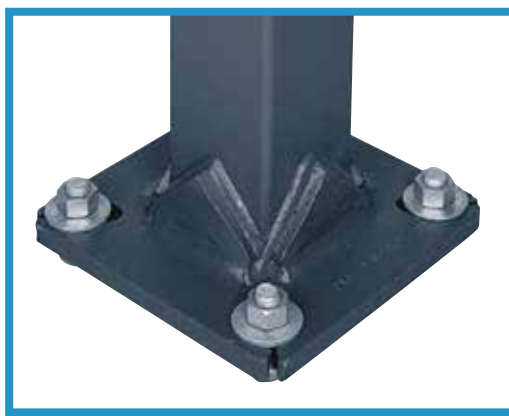
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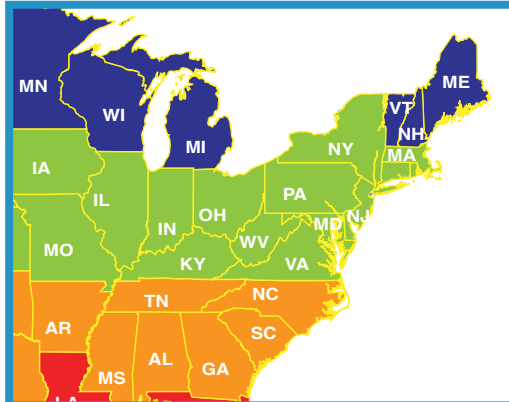


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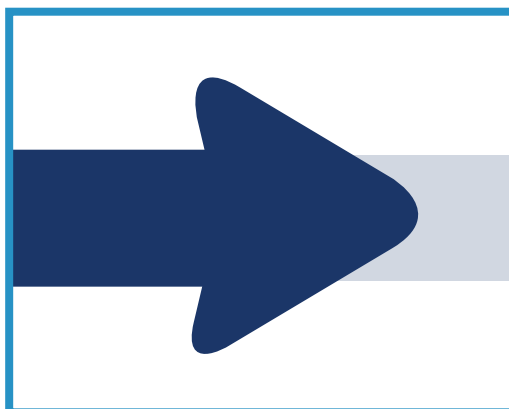
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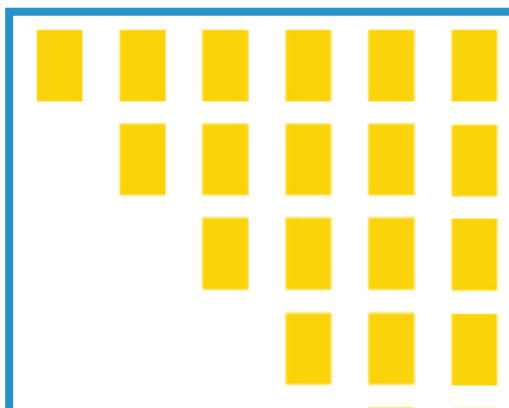
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STORM WATER DETENTION CALCULATIONS
(Rational Method) 02-28 (Section 6 E. Central Iowa)
Project: Casey's General Stores, West Branch, Iowa

Existing			
DRAINAGE AREA	3.220 ACRES		
SURFACED AREA (S)	0.000 ACRES	*Assume all grass	
TURF AREA (A)	3.220 ACRES		
<i>Formulas</i>			
$C_S = 0.95$	5Year Pre Developed Flow = 1.86 Acres x 4.16in/hr x .35		
$C_T = 0.35$		4.688	cfs
$CA = C_S (S) + C_T (A) = 1.127$			
$Q = CIA$			

Proposed			
DRAINAGE AREA	3.220 ACRES		
SURFACED AREA (S)	1.140 ACRES		
TURF AREA (A)	2.080 ACRES		
<i>Formulas</i>			
$C_S = 0.98$	100 Year Post Developed Flow = CA x 7.72in/hr		
$C_T = 0.55$		17.456	cfs
$CA = C_S (S) + C_T (A) = 2.261$			
$Q = CIA$			

Undetained			
DRAINAGE AREA	0.000 ACRES		
SURFACED AREA (S)	0.000 ACRES		
TURF AREA (A)	0.000 ACRES		
<i>Formulas</i>			
$C_S = 0.98$	100Year Undetained Flow = CA x 7.72in/hr		
$C_T = 0.55$		0.000	cfs
$CA = C_S (S) + C_T (A) = 0.000$			
$Q = CIA$			

$Q_R = Q_S - Q_{undetained}$ 4.69 cfs			
-------------------------------------------------------------------	--	--	--

Time (MIN)	Intensity (IN/HR)	CA	Q ₁₀₀	Q _R	Q _S	Storage Ft. ³
15	7.72	2.261	17.456	4.688	12.768	11491
20	6.68	2.261	15.105	4.688	10.416	12500
30	5.28	2.261	11.939	4.688	7.251	13051
35	4.70	2.261	10.628	4.688	5.939	12473
40	4.28	2.261	9.678	4.688	4.990	11975
45	3.90	2.261	8.819	4.688	4.130	11152
50	3.61	2.261	8.163	4.688	3.475	10424
55	3.37	2.261	7.620	4.688	2.932	9675
60	3.35	2.261	7.575	4.688	2.887	10392
65	2.96	2.261	6.693	4.688	2.005	7819
70	2.81	2.261	6.354	4.688	1.666	6996
75	2.66	2.261	6.015	4.688	1.326	5969
80	2.54	2.261	5.743	4.688	1.055	5065
85	2.43	2.261	5.495	4.688	0.806	4113
90	2.34	2.261	5.291	4.688	0.603	3256
95	2.26	2.261	5.110	4.688	0.422	2405
100	2.21	2.261	4.997	4.688	0.309	1854
(Proposed Development) ==> Storage volume required (cu. ft.)						13051

ORIFICE SIZING $Q_R = C(2gh)^{1/2}A$	$Q_R =$	4.688 c.f.s.
	$C =$	0.64
	$g =$	32.20 ft ² /s
	$h =$	1.67 ft (<i>depth reflects required storage volume</i>)
	$A =$	0.706 ft ²
	$=$	101.72 in ²
	$=$	11.38 inch diameter orifice

WATER QUALITY		
$WQv = P \times Rv$	$P =$	1.25 inches
	$Rv = 0.009 * I =$	0.54
	$I =$	54 %
	$WQv =$	0.67 watershed inches = 7831 cu.ft.

Formula

$$Q = CIA$$

Q = computed runoff rate in cubic feet per second (cfs)

C = runoff coefficient for specified use

I = average rainfall intensity in inches per hour for a 100-year storm frequency and a time of concentration of 15 minutes

A = drainage area in acres

Pipe Conveyance Capacity

Formula

$$Q = A (1.486/n) R^{2/3} S^{1/2}$$

Q = rate of flow in cubic feet per second

A = cross sectional area of flow in square feet

n = Manning's coefficient of roughness

R = hydraulic radius in feet

S = slope of pipe in feet per foot

Computed Runoff Rate

Area into Intake

Into North Intake	Surface Area	
$C_5 =$	0.950	
$C_{100} =$	0.980	
$I_5 =$	4.160	in./hr.
$I_{100} =$	7.720	in./hr.
$A =$	0.320	acres
$Q_5 =$	1.3	cfs
$Q_{100} =$	2.4	cfs

Into South Intake	Surface Area	
$C_5 =$	0.950	
$C_{100} =$	0.980	
$I_5 =$	4.160	in./hr.
$I_{100} =$	7.720	in./hr.
$A =$	0.250	acres
$Q_5 =$	1.0	cfs
$Q_{100} =$	1.9	cfs

Building Area

Parcel	Surface Area	
$C_5 =$	0.350	
$C_{100} =$	0.550	
$I_5 =$	4.160	in./hr.
$I_{100} =$	7.720	in./hr.
$A =$	0.100	acres
$Q_5 =$	0.1	cfs
$Q_{100} =$	0.4	cfs

Canopy Area

Parcel	Surface Area	
$C_5 =$	0.950	
$C_{100} =$	0.980	
$I_5 =$	4.160	in./hr.
$I_{100} =$	7.720	in./hr.
$A =$	0.170	acres
$Q_5 =$	0.7	cfs
$Q_{100} =$	1.3	cfs

Pipe Conveyance Capacity

Solution	1
Pipe Diameter =	6 inches
Pipe Material =	HDPE
A =	0.196
n =	0.009
R =	0.125
S =	0.010
Q =	0.8 cfs

Solution	2
Pipe Diameter =	8 inches
Pipe Material =	HDPE
A =	0.349
n =	0.009
R =	0.167
S =	0.010
Q =	1.7 cfs

Solution	3
Pipe Diameter =	12 inches
Pipe Material =	RCP
A =	0.785
n =	0.013
R =	0.250
S =	0.010
Q =	3.6 cfs

Solution	4
Pipe Diameter =	15 inches
Pipe Material =	RCP
A =	1.227
n =	0.013
R =	0.313
S =	0.001
Q =	2.0 cfs

MC-3500 Site Calculator

System Requirements

Units	Imperial	
Required Storage Volume	13051	CF
Stone Porosity (Industry Standard = 40%)	40	%
Stone Above Chambers (12 inch min.)	12	inches
Stone Foundation Depth (9 inch min.)	9	inches
Average Cover over Chambers (24 inch min.)	24	inches
Bed size controlled by WIDTH or LENGTH?	LENGTH	
Limiting WIDTH or LENGTH dimension	40	feet
Storage Volume per Chamber	178.9	CF
Storage Volume per End Cap	46.9	CF

Controlled by Length

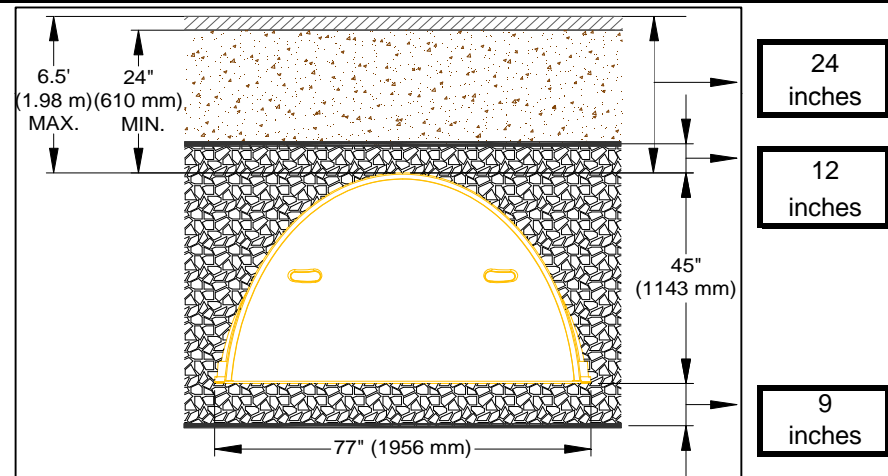
Maximum Length =	40	feet
16 rows of 4 chambers		
1 row of 3 chambers		
Maximum Length =	33.4	feet
Maximum Width =	123.1	feet

Project Information:

Project Name: Casey's General Stores
Location: West Branch, Iowa
Date: 28-Feb-14
Engineer: Elara Jondle
StormTech RPM:

System Sizing

Number of Chambers Required	67	each
Number of End Caps Required	34	each
Bed Size (including perimeter stone)	4,064	square feet
Stone Required (including perimeter stone)	748	tons
Volume of Excavation	978	cubic yards
Non-woven Filter Fabric Required (20% Safety Factor)	1313	square yards
Length of Isolator Row	33.4	feet
Non-woven Isolator Row Fabric (20% Safety Factor)	58	square yards
Woven Isolator Row Fabric (20% Safety Factor)	74	square yards
Installed Storage Volume	13,581	cubic feet



*This represents the estimated material and site work costs (US dollars) for the project. Materials excluded from this estimate are conveyance pipe, pavement design, etc. It is always advisable to seek detailed construction costs from local installers. Please contact STORMTECH at 888-892-2694 for additional cost information.

**NOTICE OF PUBLIC HEARING
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of West Branch in CEDAR & JOHNSON County, Iowa
will meet at City Council Chambers, 110 N. Poplar St., West Branch, IA
at 7:00 p.m. on May 18, 2015
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2015
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,554,151		1,554,151
Less: Uncollected Property Taxes-Levy Year	2			0
Net Current Property Taxes	3	1,554,151	0	1,554,151
Delinquent Property Taxes	4	0		0
TIF Revenues	5	0		0
Other City Taxes	6	181,217		181,217
Licenses & Permits	7	62,000		62,000
Use of Money and Property	8	5,900		5,900
Intergovernmental	9	503,409		503,409
Charges for Services	10	1,034,453		1,034,453
Special Assessments	11	0		0
Miscellaneous	12	116,639	5,000	121,639
Other Financing Sources	13	716,917		716,917
Total Revenues and Other Sources	14	4,174,686	5,000	4,179,686
Expenditures & Other Financing Uses				
Public Safety	15	1,000,523	10,366	1,010,889
Public Works	16	654,491		654,491
Health and Social Services	17	0		0
Culture and Recreation	18	627,577	5,000	632,577
Community and Economic Development	19	139,680	24,645	164,325
General Government	20	240,935		240,935
Debt Service	21	468,298		468,298
Capital Projects	22	251,812		251,812
Total Government Activities Expenditures	23	3,383,316	40,011	3,423,327
Business Type / Enterprises	24	858,518		858,518
Total Gov Activities & Business Expenditures	25	4,241,834	40,011	4,281,845
Transfers Out	26	716,917		716,917
Total Expenditures/Transfers Out	27	4,958,751	40,011	4,998,762
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-784,065	-35,011	-819,076
Beginning Fund Balance July 1	29	1,861,316		1,861,316
Ending Fund Balance June 30	30	1,077,251	-35,011	1,042,240

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Additional revenue received from private contributions, police radio expenditures paid for with Cedar County Foundation funding, miscellaneous expenditures for Hoover's Hometown Days, expenditures for physicals for Fire Department personnel, and additional expenditures for the Main Street Sidewalk Project.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

City Administrator/Clerk Matt Muckler

City Clerk/ Finance Officer Name

RESOLUTION NO. 1306

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR
ENDING JUNE 30, 2015

FY15 Budget Amendment – See State Form

PASSED, APPROVED, AND ADOPTED this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/City Clerk

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION

To the Auditor of CEDAR & JOHNSON County, Iowa:

The City Council of West Branch in said County/Countries met on May 18, 2015 at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. 1303

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE : 2015

(AS AMENDED LAST ON March 2, 2015 .)

Be it Resolved by the Council of the City of West Branch

Section 1. Following notice published May 7, 2015

and the public hearing held, May 18, 2015 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,554,151	0	1,554,151
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	1,554,151	0	1,554,151
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	0	0	0
Other City Taxes	6	181,217	0	181,217
Licenses & Permits	7	62,000	0	62,000
Use of Money and Property	8	5,900	0	5,900
Intergovernmental	9	503,409	0	503,409
Charges for Services	10	1,034,453	0	1,034,453
Special Assessments	11	0	0	0
Miscellaneous	12	116,639	5,000	121,639
Other Financing Sources	13	716,917	0	716,917
Total Revenues and Other Sources	14	4,174,686	5,000	4,179,686
Expenditures & Other Financing Uses				
Public Safety	15	1,000,523	10,366	1,010,889
Public Works	16	654,491	0	654,491
Health and Social Services	17	0	0	0
Culture and Recreation	18	627,577	5,000	632,577
Community and Economic Development	19	139,680	24,645	164,325
General Government	20	240,935	0	240,935
Debt Service	21	468,298	0	468,298
Capital Projects	22	251,812	0	251,812
Total Government Activities Expenditures	23	3,383,316	40,011	3,423,327
Business Type / Enterprises	24	858,518	0	858,518
Total Gov Activities & Business Expenditures	25	4,241,834	40,011	4,281,845
Transfers Out	26	716,917	0	716,917
Total Expenditures/Transfers Out	27	4,958,751	40,011	4,998,762
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-784,065	-35,011	-819,076
Beginning Fund Balance July 1	29	1,861,316	0	1,861,316
Ending Fund Balance June 30	30	1,077,251	-35,011	1,042,240

Passed this 18th day of May 2015
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

Revenue Area	From	To	Amend. Amt.	Inc/Dec	Account Code	Explanation
Taxes Levied on Prop.	1,554,151	1,554,151				
TIF Revenues	0	0				
Other City taxes	181,217	181,217				
Licenses & Permits	62,000	62,000				
Use of Money & Prop.	5,900	5,900				
Intergovernmental	503,409	503,409				
Charges for services	1,034,453	1,034,453				
Special Assessments	0	0				
Miscellaneous	116,639	121,639	5,000.00	Inc.	001-4-0-950-2-4705	Hoover's Hometown Days donations received
			5,000.00			
Other Fin. Sources	716,917	716,917				
Transfer In						
			-			
Total Revenue	4,174,686	4,179,686	\$ 5,000.00			

Expenditure Area	From	To	Amend. Amt.	Inc/Dec	Account Code	Explanation
Public Safety	1,000,523	1,010,889	5,000.00	Inc.	001-5-1-110-63501	Police grant from Cedar County Foundation for radios - from Police reserve balance
			5,366.00	Inc.	112-5-1-150-6199	Fire Dept. worker's comp. required physicals - paid from Trust & Agency fund balance
			10,366.00			
Public Works	654,491	654,491				
Culture & Recreation	627,577	632,577	5,000.00	Inc.	001-5-4-470-6603	Hoover's Hometown Days misc. expenses - donation revenue received
			5,000.00			
Community Eco. Dev.	139,680	164,325	24,645.00	Inc.	001-5-5-520-6498	Main Street Sidewalk Improvements Ph. 2 project
			24,645.00			
General Government	240,935	240,935				
Debt Service	468,298	468,298				
Capital Projects	251,812	251,812				
Business Type Act.	858,518	858,518				
Transfers out	716,917	716,917				
Total Expenditures	4,958,751	4,998,762	\$ 40,011.00			

RESOLUTION NO. 1308

RESOLUTION APPROVING A WATER CONNECTION WITH DERRICK MILER DBA FOX RUN GOLF & COUNTRY CLUB.

WHEREAS, Derrick Miller is the owner of that certain real property addressed as 19 Greenview Lane and operated as the “Fox Run Golf & Country Club” in the City (the “Property”); and

WHEREAS, the Property is served by public water main and is connected to the city provided water service; and

WHEREAS, Fox Run had failed to pay all amounts due on its utility billing account, and pursuant to Chapter 92 of the Code of Ordinances of the City, the water had been disconnected until payment was made by Fox Run; and

WHEREAS, instead of paying for its past due water account, Fox Run connected its internal plumbing system to a well which is located on the Property; and

WHEREAS, this connection is illegal under Section 90.03 of the Code of Ordinances as the property owner has public water available to its Property; and

WHEREAS, this untreated water is a hazard to the community and a potential contaminant to the City’s water supply; and

WHEREAS, in lieu of issuing municipal infraction citations against Fox Run, the City, in consultation with the Iowa Department of Natural Resources, desires to enter into this agreement to remove the illegal connection and ensure that the persons using the Property have access to properly treated water.

WHEREAS, the city attorney has drafted a water connection agreement; and

WHEREAS, Derrick Miller has signed agreement on behalf of Fox Run Golf & Country Club; 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 water connection agreement with Derrick Miller dba Fox Run Golf & Country Club is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

WATER CONNECTION AGREEMENT

THIS WATER CONNECTION AGREEMENT is entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358 (the "City") and Derrick Miller dba Fox Run Golf & Country Club, 19 Greenview Lane, West Branch, Iowa 52358 ("Fox Run").

WHEREAS, Derrick Miller is the owner of that certain real property addressed as 19 Greenview Lane and operated as the "Fox Run Golf & Country Club" in the City (the "Property"); and

WHEREAS, the Property is served by public water main and is connected to the city provided water service; and

WHEREAS, Fox Run had failed to pay all amounts due on its utility billing account, and pursuant to Chapter 92 of the Code of Ordinances of the City, the water had been disconnected until payment was made by Fox Run; and

WHEREAS, instead of paying for its past due water account, Fox Run connected its internal plumbing system to a well which is located on the Property; and

WHEREAS, this connection is illegal under Section 90.03 of the Code of Ordinances as the property owner has public water available to its Property; and

WHEREAS, this untreated water is a hazard to the community and a potential contaminant to the City's water supply; and

WHEREAS, in lieu of issuing municipal infraction citations against Fox Run, the City, in consultation with the Iowa Department of Natural Resources, desires to enter into this agreement to remove the illegal connection and ensure that the persons using the Property have access to properly treated water.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Fox Run shall immediately disconnect its clubhouse and other areas where potable water is used from the illegal well connection.
2. Fox Run shall disinfect with chlorine according to AWWA C-651 and flush the water lines on its Property that have been exposed to the well water in the presence of and per the instructions of the Superintendent of the City water system.

Exhibit A

3. Fox Run shall pay the City for all water used to flush the water lines on the Property.
4. Fox Run shall be under a "boil order" until all of the requirements of this Agreement have been met by Fox Run.
5. Fox Run shall pay for all testing necessary to show that the water is free of any contaminants, which would include a minimum of two samples taken to confirm that the system is bacterially safe prior to lifting the boil order.
6. Fox Run shall cause to have a backflow preventer device installed by a licensed plumber in an appropriate location as determined by the City.
7. Fox Run shall agree not to connect the illegal well connection to its clubhouse or other areas where potable water is used at any time in the future.
8. The City shall agree to provide water service to Fox Run after the Superintendent of the City water system has verified that all of the above-mentioned requirements have been completed in a manner acceptable to the Superintendent of the City water system.

Dated this 8th day of May, 2015.

FOX RUN GOLF & COUNTRY CLUB:

By: 

Derrick Miller, Owner

CITY OF WEST BRANCH:

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1339

RESOLUTION APPROVING INDEPENDENT FINANCIAL CONSULTANT FEES ASSOCIATED WITH THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2015 TO FINANCE PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PLAN.

WHEREAS, the West Branch City Council approved Resolution 1264, adopting the City of West Branch Capital Improvements Plan, Fiscal Years 2016-2021, on February 2, 2015; and

WHEREAS, the West Branch City Council approved Resolution 1277, adopting the Final Fiscal Year 2015-2016 Annual Budget on March 2, 2015, which included the implementation of the City Of West Branch Capital Improvements Plan; and

WHEREAS, the City Of West Branch has an existing agreement with Speer Financial, Inc. whereby Speer provides independent financial advisory services to the City; and

WHEREAS, Speer Financial has provided an Engagement Letter dated May 5, 2015 regarding the issuance of General Obligation Bonds, Series 2015 to finance projects related to the West Branch Capital Improvements Plan; and

WHEREAS, the Speer compensation schedule is set forth as \$5,200 plus 3/10 of 1% (or \$3 per \$1000) of Municipal Securities issued in excess of \$1,000,000; and

WHEREAS, it is now necessary to approve this compensation schedule in order to move forward with the issuance of the securities.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the independent financial consultant fees associated with the issuance of General Obligation Bonds, Series 2015 to finance projects related to the City's Capital Improvement Plan are approved.

Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



May 5, 2015

Mr. Matt Muckler, City Administrator
City of West Branch
110 North Poplar St.
PO Box 218
West Branch, IA 52358-0218

Re: City of West Branch, Cedar County, Iowa
Issuance of General Obligation Bonds, Series 2015 to Finance Projects related to the City's
Capital Improvement Plan.

Dear Matt Muckler:

Speer Financial, Inc. ("Speer") is pleased to provide this Engagement Letter to the City of West Branch, Cedar County, Iowa (the "Client") for our services as Municipal Advisor in connection with the issuance of the securities referenced above (the "Bonds"). You advised us that the purpose of the issuance of the Bonds, briefly stated, is to provide for Issuance of General Obligation Bonds, Series 2015 to Finance Projects related to the City's Capital Improvement Plan (the "Project").

Speer has an existing agreement with the Client (the "Contract"). Speer is providing this Engagement Letter to you to memorialize the terms of our engagement (the "Engagement") as your Municipal Advisor with respect to the issuance of the Bonds. This Engagement Letter is required under current Federal securities law and serves to provide certain additional information to the Client, such as conflict disclosures and specification of services, but does not change any of the business terms in the Contract.

Services. Speer agrees to provide to the Client the municipal advisory services (the "Services") set forth in the attached **Exhibit A**. Certain limitations to Speer's Services are set forth in the attached **Exhibit B**. The Client, as an issuer of municipal securities, is also subject to certain other terms as it relates to the issuance of securities and Speer's Engagement. These terms are detailed in the attached **Exhibit C**.

Term and Termination. Speer's Engagement shall remain in effect until terminated by the Client or Speer upon at least thirty (30) days written notice to the other party, as indicated in the Contract. If the Client terminates the Engagement prior to the issuance of the Bonds, Speer expects to negotiate with the Client a mutually agreeable compensation for the Services provided by Speer prior to such termination.

Compensation. The Speer compensation set forth below is the same as previously provided in the Contract. As compensation for Speer's provision of the Services, Speer shall receive a fee based upon the par amount of the Bonds issued, calculated as follows:

<u>Municipal Advisory Fee:</u>	\$5,200 plus 3/10 of 1% (or \$3 per \$1000) of Municipal Securities issued in excess of \$1,000,000.
---------------------------------------	---------------------------------------------------------------------------------------------------------------------

This fee is the same regardless of the method of sale of the Bonds and is contingent on the sale of the Bonds. See the attached **Exhibit D** for a description of the conflicts of interest in connection with each form of compensation.

Representations of Client. The factual representations contained in the documents which are prepared by Speer in the course of its Engagement, and the factual representations which may also be contained in any other documents that are furnished to Speer by the Client, are essential for and provide the basis for Speer's municipal advice. Accordingly, it is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents. Speer's Engagement does not include the verification of the truth or accuracy of such factual representations, as further described in the attached **Exhibit C**.

Disclosure of Conflicts of Interest. Set forth in the attached **Exhibit D** is a disclosure by Speer of its conflicts of interest, if any. Should the Client have any questions or concerns with this disclosure, the Client should promptly contact Speer.

We sincerely appreciate this opportunity to be of service, and look forward to working with you.

Sincerely,

SPEER FINANCIAL, INC.

By: 
Maggie Burger
Vice President

EXHIBIT A

**SPEER FINANCIAL, INC. MUNICIPAL ADVISOR SERVICES FOR THE CITY OF
WEST BRANCH, CEDAR COUNTY, IOWA**

Financial Planning Services

1. *Orientation:* Reviewing the Client's current financial position, statutory authority, and financing capabilities, including whether a refunding or defeasance of any outstanding debt is appropriate.
2. *Coordination:* Coordinating financial planning and issuance details with the Client's staff, bond counsel, paying agents, rating agencies and other transaction participants.
3. *Consultation:* Consulting with the elected and key appointed officials and staff regarding the various phases of the development and implementation of a financing plan.
4. *Public Relations:* Responding to inquiries from the general public or news media relating to municipal issuance related matters.
5. *Planning:* Developing a debt financing plan that includes all or some of the following:
 - a. Maturity Schedules - Alternative maturity schedules relating to the financing. These schedules may "wrap" around existing debt to provide stable tax rates, level debt service payments, or meet other policy or cash flow requirements as may be requested by the Client.
 - b. Market Receptivity - An evaluation of potential market receptivity for each debt issuance and recommend the most suitable sale option.
 - c. Tax Law - Consultation with bond counsel as to the ramifications of Federal tax law on the financing plan.
 - d. Credit Rating and/or Insurance - A costs and benefits analysis regarding whether to obtain any available credit enhancements and/or a credit ratings.
 - e. Competitive and Negotiated Sale of Debt Securities - An analysis and corresponding recommendation regarding the method of sale to be used in connection with the financing plan.
 - f. Financing Timeline - A tentative financing timeline to guide officials regarding the timing of various aspects of the financing plan.

Competitive Sale Services

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance, Speer will submit the necessary data and documents to the selected rating agency(ies) and/or insurance company(ies).
3. *Disclosure Document, Notice of Sale and Bid Form:*
 - a. Preparation of Documents - Prepare a preliminary Official Statement, Term Sheet, Statement of Facts or Limited Offering Memorandum (each a "Disclosure Document"), Notice of Sale and Bid Form. Following the award of the securities, Speer shall prepare the final Disclosure Document corresponding to the Project. The Disclosure Document will describe the securities being issued and will contain detailed information provided by the Client and bond counsel.
 - b. Notice of Sale Publication - Notify certain prospective purchasers of the sale and prepare, as necessary, a Notice of Sale.
 - c. Encouragement to Bidders - Circulate the preliminary Disclosure Document to certain potential purchasers, including as appropriate, investment institutions, banks and underwriters, to solicit bids from such firms for the Client's securities. Provide copies of the preliminary Disclosure Document and Official Bid Forms, as applicable, for each sale to the Client for distribution to local banks and elected officials.
 - d. Bid Opening, Analysis and Recommendations - Conduct each sale, examine the bids submitted for completeness and compliance with the applicable bidding requirements, evaluate the bids for accuracy, and recommend a proposed course of action relative thereto.
4. *Preparation, Registration and Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including monitoring the preparation, registration and delivery of the securities being issued.
5. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

Negotiated Sale Services

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance Speer will submit the necessary data and documents to the selected credit rating agency(ies) and/or insurance company(ies).

3. *Disclosure Document and Proposals:-*

- a. Preparation of Documents - Prepare or assist in the preparation of a preliminary Disclosure Document, Request for Proposals (RFP) or Request for Qualifications (RFQ) if requested by the Client, and, following the award of the securities, the final Disclosure Document.
 - b. Proposal Analysis and Recommendations - Review and examine any proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.
4. *Negotiation of Terms* - Negotiate with the selected underwriter(s)/purchaser(s) relative to interest rates, terms and conditions of the securities issuance.
 5. *Preparation, Registration and Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including, monitoring the preparation, registration and delivery of the securities being issued.
 6. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

EXHIBIT B

LIMITATIONS TO SPEER'S MUNICIPAL ADVISOR SERVICES

Speer's duties as Municipal Advisor are limited to the Services detailed in **Exhibit A**. Among other things, Speer's Engagement does not include:

1. Giving any advice, opinion or representation as to the fiscal prudence or policy priority of issuing the securities or any other aspect of the securities transaction, including, without limitation, the undertaking of any project to be financed with the proceeds of the securities, as those are the Client's policy decisions.
2. Giving any opinion or advice on the legality of the securities or the tax status of the securities.
3. Preparing any of the following: requests for tax rulings from the Internal Revenue Service, blue sky or investment surveys with respect to the securities, state legislative amendments, or pursuing test cases or other litigation.
4. Undertaking rebate calculations for the securities or anything related to monitoring investments of securities proceeds or expenditure of securities proceeds, as that is a specialty service provided by others when appropriate.
5. Participating in the underwriting of the debt, as prohibited by Federal securities law.
6. Monitoring the actual use of proceeds, the timely expenditure of proceeds and the project completion status.
7. Verifying the accuracy of audited and unaudited financial statements.
8. Giving advice on the investment of securities proceeds.
9. Monitoring ongoing obligations and covenants entered into by the Client with respect to the securities, as these tasks are performed by the Client.
10. Filing material events notices or otherwise assisting the Client with its continuing disclosure obligations, as such assistance is to be provided under a separate written agreement. Nothing in this Engagement Letter obligates Speer to provide, or the Client to pay for, any such continuing disclosure services.

EXHIBIT C

OTHER TERMS OF THE SPEER ENGAGEMENT

Please note the following with respect to the Client's role in connection with each issuance of securities.

1. It is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the securities. If the documents contain incorrect or incomplete factual statements, the Client must call those to Speer's attention. Speer will not perform an independent investigation or verification to determine the accuracy, completeness or sufficiency of any such document or render any advice, view or comfort that the Disclosure Document or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Any information in such documents does not constitute a review, audit or certified forecast of future events and any such financial information may not conform to accounting principles applicable to compilations of financial information. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the securities or the adequacy of disclosures made in the Disclosure Document under State and Federal securities laws, with resulting potential liability for the Client. During the course of its Engagement, Speer will assume and rely on the Client to provide Speer with complete and timely information on all developments pertaining to any aspect of the securities and their security. Speer understands that the Client will cooperate with Speer in this regard.
2. To the extent that during the course of Speer's advising the Client a relevant matter comes to Speer's attention which appears to be contrary to what is contained in the transaction documents including any representations in the transaction documents or in the Disclosure Document, Speer may ask the Client about such apparent divergence of the facts; but to the extent that the facts and representations stated in the documents Speer provides to the Client, and are not corrected by the Client, Speer is then relying upon the Client's signed certifications for their truth, accuracy and completeness.
3. Issuing the securities as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the securities, the Client is obligated under that State and Federal securities laws and the Federal tax laws to disclose all material facts. The Client has a duty to exercise "due diligence" in determining the accuracy and completeness of the information used in the Disclosure Document and the information upon which legal opinions related to the securities are based. The Client's lawyers, accountants and advisors can assist the Client in fulfilling these duties, but the Client in its corporate capacity, including the Client's knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information.
4. Requirements of issuing debt include that the Client is current in its annual continuing disclosure obligations, including material events notices, and current in its arbitrage rebate obligations. These requirements are the obligation of the Client and not of Speer or bond counsel.

EXHIBIT D

DISCLOSURE OF CONFLICTS OF INTEREST

VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board (MSRB) requires Speer, as a Municipal Advisor, to provide written disclosure to the Client about the actual or potential conflicts of interest presented by various forms of compensation. Speer must provide this disclosure unless the Client has required that a particular form of compensation be used.

The forms of compensation for Municipal Advisors vary according to the nature of the engagement and requirements of the Client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for a Municipal Advisor to recommend one course of action over another if it is more beneficial to the Municipal Advisor to do so. This exhibit discusses various forms of compensation and the timing of payments to a Municipal Advisor.

Fixed Fee. Under a fixed fee form of compensation, the Municipal Advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the Client and the Municipal Advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the Municipal Advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Municipal Advisor may suffer a loss. Thus, the Municipal Advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Municipal Advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly Fee. Under an hourly fee form of compensation, the Municipal Advisor is paid an amount equal to the number of hours worked by the Municipal Advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the Municipal Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the Municipal Advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee Contingent upon the Completion of a Financing or Other Transaction. Under a contingent fee form of compensation, payment of a Municipal Advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Client, it presents a conflict because the Municipal Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, a Municipal Advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee Paid under a Retainer Agreement. Under a retainer agreement, fees are paid to a Municipal Advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee Based upon Principal or Notional Amount and Term of Transaction. Under this form of compensation, the Municipal Advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the Municipal Advisor may have an incentive to advise the Client to increase the size of the securities issue or modify the derivative for the purpose of increasing the Municipal Advisor's compensation.

OTHER MATERIAL CONFLICTS OF INTEREST

The MSRB requires Speer, as a Municipal Advisor, to provide written disclosure to the Client about material conflicts of interest, if any.

As of the date of this Engagement Letter, Speer is unaware of any material conflicts of interest.

MINUTES TO SET DATE FOR HEARING
ON A LOAN AGREEMENT

439235-8

West Branch, Iowa

May 18, 2015

The City Council of the City of West Branch, Iowa, met on May 18, 2015, at 7:00 o'clock p.m., at the City Council Chambers, 110 N. Poplar Street, West Branch, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. 1310

Resolution setting the date for a public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement

WHEREAS, the City of West Branch (the “City”), in Cedar County, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, proposes to enter into a loan agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$900,000 for the purpose of paying the costs, to that extent, of constructing street repairs and improvements and incidental water system, sanitary sewer system, sidewalk, storm water drainage, lighting and signalization improvements (collectively hereinafter the “Projects”), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Branch, Iowa, as follows:

Section 1. The City Council shall meet on June 1, 2015, at the City Council Chambers, 110 N. Poplar Street, West Branch, Iowa, at 7:00 o’clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into a Loan Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once and not less than 4 nor more than 20 days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$900,000

(GENERAL OBLIGATION)

The City Council of the City of West Branch, Iowa (the “City”), will meet on June 1, 2015, at the City Council Chambers, 110 N. Poplar Street, West Branch, Iowa, at 7:00 o’clock p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$900,000 for the purpose of paying the costs, to that extent, of constructing street repairs and improvements and incidental water system, sanitary sewer system, sidewalk, storm water drainage, lighting and signalization improvements.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of West Branch, Iowa.

Matt Muckler
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which is reasonably estimated to cost approximately \$900,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 18, 2015.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF CEDAR
CITY OF WEST BRANCH

SS:

I, the undersigned, City Clerk of the City of West Branch, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for a hearing on the City's proposal to take action in connection with a certain loan agreement, as referred to therein.

WITNESS MY HAND this ____ day of _____, 2015.

City Clerk

STATE OF IOWA
COUNTY OF CEDAR SS:
CITY OF WEST BRANCH

I, the undersigned City Clerk, do hereby certify that the City of West Branch is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____, Mayor
_____, City Clerk/Administrator
_____, Council Member/Mayor Pro-Tem
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member

WITNESS MY HAND this ____ day of _____, 2015.

City Clerk

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavits and have verified that the notices were published on the date indicated in the affidavits but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
COUNTY OF CEDAR SS:
CITY OF WEST BRANCH

I, the undersigned, City Clerk of the City of West Branch, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into certain loan agreements, the notices, of which the printed slips attached to the publisher's affidavits hereto attached are true and complete copies, were published on the date and in the newspaper specified in such affidavits, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2015.

City Clerk

(Attach here the publisher's original affidavits with clippings of the notices, as published.)

April 29, 2015

Via Email

Matt Muckler
City Administrator/City Hall
West Branch, Iowa

Re: General Obligation Corporate Purpose Loan Agreement
Our File No. 439235-8

Dear Matt:

We have prepared and attach proceedings to be used at the May 18th City Council meeting to set June 1th as the date for the hearing on the General Obligation Corporate Purpose Loan Agreement.

The documents attached include the following items:

1. Resolution fixing the date, time and place of the meeting at which it is proposed to hold the hearing and take action to enter into the Loan Agreement.

The notice of hearing is set out in the resolution. Please print an extra copy for delivery to the publisher. Please insert the time and place of the hearing in both the resolution and the notice.

2. Certificate attesting the transcript.

3. Organization certificate.

4. Certificate with respect to publication of the notice, to which must be attached the publisher's affidavit of publication with the clipping of the notice as published.

The notice of hearing must be published at least once not less than 4 nor more than 20 days before the June 1th meeting date in a legal newspaper which has a general circulation in West Branch. As soon as the notice appears in the newspaper, please have a copy faxed to our office at (515) 283-1060.

As soon as possible after the City Council meeting, please return one fully executed copy of these proceedings.

If you have any questions, please contact me.

Best regards,

John P. Danos

Attachments

cc: Maggie Burger

ESTIMATED PROJECT COSTS
City of West Branch, Iowa
\$855,000 General Obligation Corporate Purpose Bonds

Series 2015



	Estimated
1 4th Street from WB Animal Clinic to Reagan Blvd	\$ 500,000.00
2 Main Street Crossings at Pedersen St. & Scott Dr.	70,000.00
3 Main & Oliphant Intersection Improvements	110,000.00
4 Main & Foster Intersection Improvements	150,000.00
Total New Money	\$ 830,000.00
5 Estimated Cost of Issuance	14,450.00
6 Underwriter Discount (.8% Max.)	6,840.00
7 Miscellaneous	3,710.00
Total Project Cost.....	\$ 855,000.00
Less: Cash	-
Total Bond Sale.....	\$ 855,000.00

SPEER FINANCIAL, INC.

PRELIMINARY - SUBJECT TO CHANGE

RESOLUTION NO. 1312

RESOLUTION APPROVING THE CITY OF WEST BRANCH PUBLIC, EDUCATION, AND GOVERNMENT CABLE ACCESS CHANNEL POLICY.

WHEREAS, the City Council wishes to provide a policy for the use of the City's Public, Education and Government (PEG) Cable Access Channel Policy, intended to provide a non-commercial opportunity to (a) the governmental and educational institutions to inform the public of their activities and matters of public interest, (b) the general public for an outlet to express their creativity and free speech rights, (c) present a wide range of programming that expresses the diversity of perspectives, and (d) recognizes that with rights come certain responsibilities and accepted behaviors; and

WHEREAS, the City's acting cable director has prepared a policy for the Council's consideration; and

WHEREAS, it is now necessary to approve said policy.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa:

Section 1. The City Council hereby establishes the City of West Branch Public, Education, and Government Cable Access Channel Policy, attached as Exhibit "A."

Section 2. All Resolutions or parts of Resolutions in conflict with the provisions of this resolution are hereby repealed.

Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Purpose

This policy is to prescribe uniform procedures to allow access to the so-called Public, Education, and Government Channel(s) (the “PEG Channel”) which are intended to provide a non-commercial opportunity to (a) the governmental and educational institutions to inform the public of their activities and matters of public interest, (b) the general public for an outlet to express their creativity and free speech rights, (c) present a wide range of programming that expresses the diversity of perspectives, and (d) recognizes that with rights come certain responsibilities and accepted behaviors.

Administration

This policy shall be administered by the City Administrator, or Acting Cable Director if designated by the City Administrator, on behalf of the City of West Branch (the “City”) who shall submit an annual report to the City Council on the numbers and types of programs authorized and aired. All inquiries and complaints should be directed to the city office at

City of West Branch
PO Box 218
110 N Poplar St.
West Branch, IA 52358

Definitions

- a) Access User: Any party seeking to air materials over the City’s PEG Channel.
- b) Commercial: Advertising and promotional material, including any program disguised as a so-called “Infomercial”, designed to promote the sale of commercial products or services by telling about promoting or praising a product, service, or business, in such a manner as to make people want to buy; as intentionally showing business or product names, logos, or symbols as promotion; as having the intent to make a profit as a result of the telecast.
- c) Copyright: the exclusive legal right of publication, duplication, imitation, or sale of literary, musical or artistic work.
- d) Fundraising: The direct or indirect presentation of lottery information, games of chance for money or prizes, or similar money making enterprises or similar schemes excepting those conducted by nonprofit organizations properly licensed by the town and or state.
- e) Generally Offensive: Language of slang, vulgar or colloquial expression which refers, in the context in which it is used, to sexually explicit acts or to human elimination; or abusive language against men or women, ethnic groups, religious groups, sexual orientation, or persons with disabilities.
- f) Graphic Images: Images or depictions of human or animal elimination and/or mutilation; graphic medical surgical procedures; or abuse against men or women, ethnic groups, religious groups, sexual orientation, or persons with disabilities.
- g) Illegal: Any material which violates any local, state or Federal law, or regulation thereof including, but not limited to, FCC Regulations (i.e., slanderous or libelous material).
- h) Indecent: “Language or material that, in context, depicts or describes, in terms patently offensive as measured by contemporary community standards for the broadcast medium, sexual or excretory activities or organs” as defined in the 1992 policy statement of the Federal Communications Commission.

Exhibit A

- i) Issue: A program whose primary purpose is to discuss the activities of an elected or appointed entity and the matters before them or a matter proposed for, or subject to, a ballot vote.
- j) Libel: Defamation by publishing or broadcasting information or statements that makes a false claim, expressively stated or implied to be factual, that may harm the reputation of an individual, business, product, group, government or nation and expose the subject to public hatred, shame or disgrace.
- k) Obscene: That material which violates the Supreme Court standard as “works which, taken as a whole, appeal to the prurient interest in sex; which portray sexual conduct in a patently offensive way, and which, taken as a whole, do not have serious literary, artistic, political, or scientific value.” or by standards established by any federal, state or local regulation or law applicable to cable television.
- l) Organization/City: The corporate body politic(s) known respectively as the City of West Branch and any of its officers or employees acting in an official capacity, and nonprofit corporations, civic, or public interest clubs or associations of citizens who maintain their official place of business within West Branch with the purpose of serving the community.
- m) Political: A program whose primary purpose is to discuss the activities of an individual elected office holder, a candidate for the same, a group of elected or appointed officials or a political party.
- n) Producer: A resident, over the age of 18, or an organization who conceives of a program idea and manages the production of the program utilizing a majority of material which is filmed, videoed, collected, voiced over, captioned, and edited in an original state or is otherwise generated originally and who collects the majority of the materials themselves or under their direction and control. Residents under the age of eighteen may be a producer provided they obtain a mentor producer over the age of 18 who accepts full responsibility for the content of the program and completes all otherwise required forms and certifications required for access. He or she must have a parent or guardian cosign any required forms.
- o) Resident: A person who is domiciled or has a place of abode or both within the city limits of West Branch, and who has, through all of his actions, demonstrated a current intent to designate that

Policy

a) Open Access

- i) No individual or group will be denied access on the basis of national origin, color, gender, gender orientation, disability, religion, political belief, or marital status.
- ii) In accordance with free speech protections of the First Amendment of the US Constitution, the City will not censor programs. This policy is not to exercise editorial control and the City does not accept any responsibility for the content of access programs, except those produced or sponsored by the City.
- iii) Programming time will be made available to access users on a first-come, first served, nondiscriminatory, non-monopolistic basis, in accordance with the procedures contained herein, provided they complete and submit the required documents for access and comply with this policy statement.
- iv) Access Users shall make a separate and distinct application for each program. After multiple programs have been produced, the City Administrator or Acting Cable Director

Exhibit A

may, at his/her discretion, grant the access user permanent approved status for the subject material.

- v) Programs and slides must have a producer or sponsor who is considered a Resident of West Branch who is listed on the application or slide request for PEG Channel Access.

b) Borrowing Equipment

Producers are required to sign a Statement of Compliance following the Guidelines workshop that guarantees City the right to broadcast programming produced with cable access equipment and facilities on its channel, and also holds liable the producer for costs of repair or replacement of equipment or materials resulting from damage, misuse or theft while equipment or materials are in his or her possession or control. Those under legal age (18) are required to have a parent or guardian sign this Statement of Compliance. Because of insurance requirements for portable equipment, an individual must be at least 14 years of age to check out equipment.

After a legally responsible adult signature has been obtained for a community producer under 18, the producer need only sign the Equipment Checkout Form when checking out equipment. The producer who reserves equipment must pick up the equipment and is responsible for testing any portable equipment before leaving the City Office to guarantee that everything is in proper working order.

Borrowing requests may be refused when specific equipment is required for the recording of a City of West Branch event.

c) Acceptable Formats and Quality

Materials must be presented to the city of West Branch in a digital file. Acceptable file types include mp4, mpeg, mov, and mk4. City staff will attempt to convert the files to an MPEG-2 file but is not responsible for the success of this process. Those who wish to ensure this process should provide the file as an mpeg video.

Material constantly submitted with poor video quality (i.e., bleeding colors, excessive video noise, incorrect white balance, unstable video, washed out colors, insufficient brightness, focus, or contrast problems) or poor audio quality (i.e., audio level too low, excessive noise, synchronization problems, muddy or muffled sound) may be rejected.

Those wishing to add content to the channel's slide show that airs between programs must provide the following details:

- i) Event Description
- ii) Event dates and location
- iii) Contact information

Those who wish to control the formatting of the slide must submit their own image to be shown. Slide requirements are jpeg images with the dimensions 1024x768. Those who are requesting a slide to be created by city staff will have the information input into a stock slide.

Exhibit A

d) Disclaimers and Credits

All programs produced for the access channel must have a 10-second disclaimer prior to the start of the program stating: West Branch Community Access Television is not responsible for the content of this program. All programs produced for the access channel must have a 10-second statement at the end of the program identifying the producer of the program and how to contact them.

After the addition of these disclaimers, added disclaimers of equivalent reasonable duration and type, if required by the program content, must be run for 10 seconds and then again at each quarter hour of the program.

Added disclaimers describe the program are intended to achieve a balance between the First Amendment right to free speech and the cable subscriber's right to be protected from unwanted viewing of offensive material.

- i) Producer or Sponsor Disclaimer: "The following program is locally produced (or sponsored) by <name of producer and/or organization>. The content of the program is the sole responsibility of the producer and does not reflect the views or policies the City of West Branch, its officers, or its employees. Questions about this program may be directed to <name and contact information>. Complaints about this program or inquiries on how to produce a rebuttal program may be directed to the West Branch City Office."
- ii) Graphic or Violent Material Warning: "This program contains graphic (or violent) material which may be offensive to some viewers. Parental discretion is advised. The content of the program is the sole responsibility of the producer, <producer name and contact information> and does not reflect the views or policies the City of West Branch, its officers, or its employees."
- iii) Generally Offensive Warning: "This program contains graphic or sensitive material which may be offensive to some viewers. Parental discretion is advised. . The content of the program is the sole responsibility of the producer, <producer name and contact information> and does not reflect the views or policies the City of West Branch, its officers, or its employees."

e) Prohibited

The following materials are prohibited and shall not be shown:

- i) Obscene, Indecent or Libelous Material;
- ii) Commercial or Fundraising Material;
- iii) Illegal Material;
- iv) Any person who represents themselves to be an employee, officer, or agent of the City of West Branch unless specifically authorized to do so by the City;
- v) Any use of the West Branch Logo or Seal unless specifically authorized by the City

f) Indemnification

Exhibit A

In using the City's PEG Channel, the user shall agree to indemnify and save harmless the City of West Branch and its employees, officers, and successors and assigns from any and all claims and causes of action arising out of their use of the PEG Channel, including the payment of any and all damages awarded as a result thereof and the payment of legal costs including attorney fees, by them or any third party in connection with their use of the PEG Channel, materials they show thereon, or materials they obtain from a third party site source.

g) Complaints

The City Administrator will acknowledge the receipt of any complaint from a person with respect to access programming within seven days of receiving the complaint, conclude his review of the complaint within 45 days of receipt of the complaint, and advise the complainant of his findings forthwith. In notifying the complainant of his decision, he shall include a notice of their right to appeal if they are aggrieved by the decision. Action in response to a complaint may include:

- i) Advising the complainant of their opportunity, in accordance with this policy statement, to present an opposing view;
- ii) A finding there is no basis for the complaint;
- iii) A referral to the West Branch Police Department or other appropriate law enforcement agency (when the program is alleged to be obscene or otherwise illegal);
- iv) Other action taken in accordance with this policy statement.

h) Special Considerations

- i) Programs with general offensive or violent material may not be scheduled between 3 p.m. and 11 p.m. at the discretion of the City Administrator or Acting Cable Director.
- ii) Programs related to a ballot vote shall not be broadcast after 12:01 am of the Saturday before an election.

i) Violations

Noncompliance with these policies by users shall not be tolerated. Violation will result in written warnings or suspension of privileges by the City Administrator or Acting Cable Director based on the severity and repetition of the offense.

RESOLUTION NO. 1313

RESOLUTION APPROVING ACCEPTANCE OF \$10,000 FROM MICHAEL FURMAN FOR STORMWATER AND SIDEWALK IMPROVEMENTS FOR PEDERSEN VALLEY PART ONE, LOT THREE.

WHEREAS, the Planning & Zoning Commission recommended approval of a site plan to the City Council for Pedersen Valley Part One, Lot Three with a 6-0 vote at their March 26, 2013 Commission Meeting; and

WHEREAS, the City Council approved the site plan per Resolution 1094 with a unanimous vote on April 1, 2013 with four conditions: 1) A 5' sidewalk be installed on the west side of the property from the southernmost driveway down to Main Street, 2) a 6' sidewalk be installed on the Main Street side, 3) a permanent stormwater solution along Main Street and, based on Council solution to stormwater, 4) placement of trees and sidewalks; and

WHEREAS, Michael Furman has completed development of Pedersen Valley Part One, Lot Three; and

WHEREAS, Michael Furman has agreed to place the trees and construct a sidewalk on the west side of the property from the southernmost driveway down to Main Street per the conditions of his site plan and the City's Site Plan Ordinance; and

WHEREAS, in order to satisfy the remainder of the requirements of the site plan for Pedersen Valley Part One, Lot Three, Michael Furman would like to provide payment to the City of West Branch in the amount of \$10,000; and

WHEREAS, and Michael Furman has provided a letter to the City Council dated May 4, 2015 explaining his intentions and a check in the amount of \$10,000.00; and

WHEREAS, it is now necessary for the City Council to accept the terms of Michael Furman's proposal regarding his satisfaction of the site plan requirements for Pedersen Valley Part One, Lot Three.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the City of West Branch accepts payment of \$10,000 from Michael Furman to satisfy all stormwater and sidewalk improvement requirements for Pedersen Valley Part One, Lot Three.

Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

May 4, 2015

Matt Muckler
City of West Branch
110 N. Poplar St.
West Branch, IA 52358

RE: Lot 3, Pedersen Valley Part 1



P.O. Box 1606, Iowa City, IA 52244
319-338-9089 • Fax 319-337-7677

Dear Mr. Muckler:


I agree that a lump sum payment satisfying the storm sewer requirement first imposed in the 1998 development of Lot 3, Pedersen Valley Part 1 will be best. At the time, the additional 130' of pipe and the sidewalk would have cost less than ten thousand dollars. When the city asked me to leave it out then, they talked about an \$11,000 escrow but decided against requiring it.

This lot was rezoned along with the lot for Community State Bank in early 1999. At that time all three of the planned storm water mini-basins were removed from Lots 1, 2 and 3 PV Part 1 with the thought that they would be replaced in compensating flow detention by the soccer field pond to be built in PV Part 3. I enclose a copy of the recorded conditional zoning agreement from February of 1999. At the time, my engineers calculated that the impending construction of the soccer field pond was going to more than compensate for storm water **all** the lots in Pedersen Valley were going to generate. Later, I was required to demonstrate this again in 2012 while working on a site plan for Lot 1, PV Part 1.

The current city engineer in 2014 has a plan that includes rain gardens, arched pipe and an additional manhole in the front yard of Lot 3, PV Part 1. In 1998-1999, the corner storm water intake would have also been the manhole that dropped the level of the storm sewer to some elevation under the sanitary sewer. It would have been far easier then, but I followed the city direction and had my engineers take it out. The delay in installing this storm sewer/ sidewalk from 1998-1999 to 2015 was at the city's direction.

Now, in order to permanently put this matter to rest, I wish to pay the city for this project as if they had let me go ahead in 1998-1999 and complete this storm sewer pipe and sidewalk. For that purpose, I enclose a check for \$10,000 payable to the City of West Branch. In return, I ask for a release from the city stating that any requirement to extend the storm sewer pipe and sidewalk along the south property line of Lot 3 by me has been met. Please let me know how you want to proceed.

Sincerely,


Michael Furman

RESOLUTION NO. 1094

RESOLUTION APPROVING LOT #3 PEDERSEN VALLEY, PART ONE SITE PLAN
LOCATED NEAR MAIN STREET AND PEDERSEN STREET IN WEST BRANCH, IOWA.

WHEREAS, Michael Furman has heretofore submitted a proposed Site Plan to construct multi-family housing located near Main Street and Pedersen Street (the "Project"); and

WHEREAS, said Site Plan has heretofore been reviewed by City Staff, including the City Engineer; and

WHEREAS, the Site Plan has been found to conform to West Branch Code of Ordinances; and

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

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

NOW, THEREFORE, be it resolved by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned Site Plan for the Project be and the same are hereby accepted and approved.

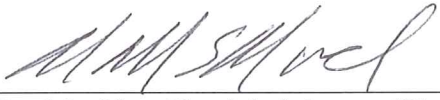
* * * * *

Passed and approved this 1st day of April, 2013.



Mark Worrell, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk



28 February 2013

Mr. Dave Schechinger, PE
Veenstra and Kimm
860 22nd Avenue
Suite 4
Coralville, Iowa 52241


Re: Building Site Plan
Lot #3 Pedersen Valley, Part One
City of West Branch, Iowa

Dear Dave –

Attached please find ten (10) copies of a Building Site Plan for Lot #3 of Pedersen Valley, Part One, on behalf of owner and builder, Michael Furman. As can be seen by the drawing, there are currently three units constructed and being occupied and this site plan is for an additional two units to be placed south of the existing three structures. As can be seen by the contours the land drains to the south and appears to have drained to the east in the past. Obviously, looking at the elevation of the pipe that apparently drains the existing storm sewer, it appears as though the ditch has silted in over the years and now prevents drainage easterly toward the West Branch of the Wapsinonoc River.

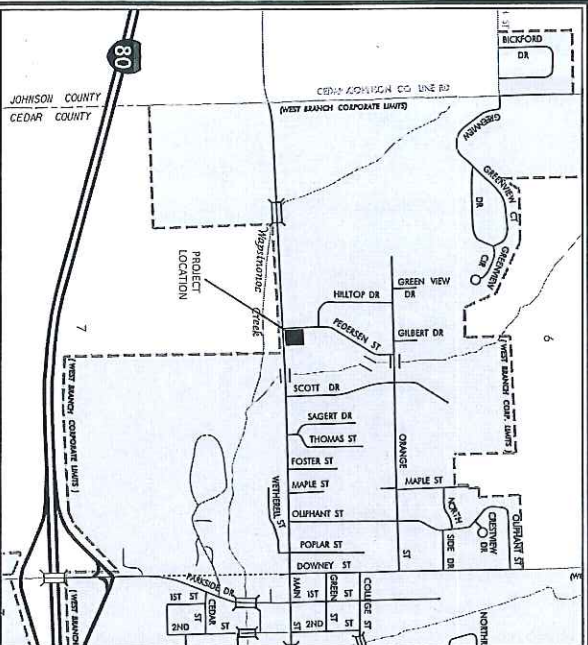
Mr. Furman wishes to construct the additional two units in the near future. If you require any additional information at this point please contact Mr. Ben Carhoff at our office, as I will be out of the state starting tomorrow and will return to the office on 3/11/2013.

Respectfully Submitted,

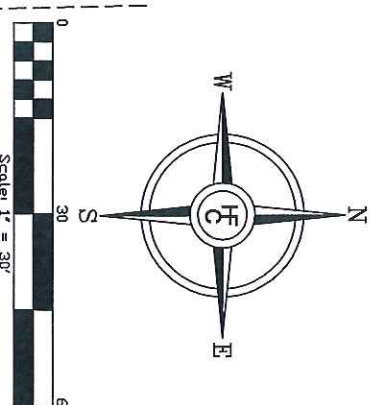


Douglas P. Frederick, PE, PLS
Hart-Frederick Consultants PC

C: Mr. Michael Furman, Owner and Builder

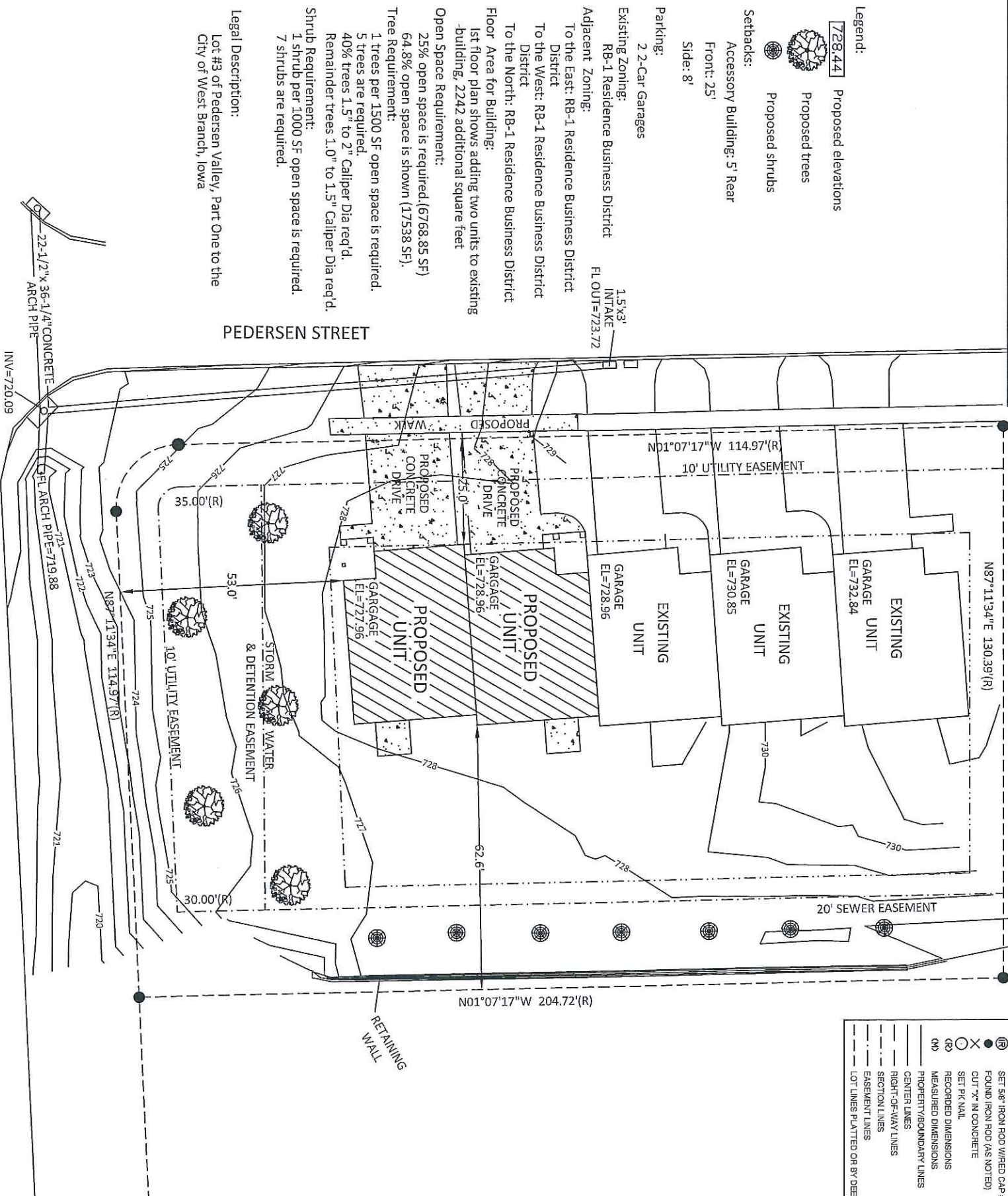


LOT 21



LEGEND

	GOVERNMENT CORNER
	SET 5/8" IRON ROD W/RED CAP #16546
	FOUND IRON ROD (AS NOTED)
	CUT 2" x 2" IN CONCRETE
	SET 5/8" NAIL
	RECORDED DIMENSIONS
	MEASURED DIMENSIONS
	PROPERTY/BOUNDARY LINES
	CENTER LINES
	RIGHT-OF-WAY LINES
	SECTION LINES
	EASEMENT LINES
	LOT LINES PLATTED OR BY DEED



- Legend:
- 728.44 Proposed elevations
 - Proposed trees
 - Proposed shrubs
 - Setbacks:
 - Accessory Building: 5' Rear
 - Front: 25'
 - Side: 8'
 - Parking:
 - 2 2-Car Garages
 - Existing Zoning:
 - RB-1 Residence Business District
 - Adjacent Zoning:
 - To the East: RB-1 Residence Business District
 - To the West: RB-1 Residence Business District
 - To the North: RB-1 Residence Business District
 - To the South: RB-1 Residence Business District
 - Floor Area for Building:
 - 1st floor plan shows adding two units to existing building, 2242 additional square feet
 - Open Space Requirement:
 - 25% open space is required (6768.85 SF)
 - 64.8% open space is shown (17538 SF)
 - Tree Requirement:
 - 1 trees per 1500 SF open space is required.
 - 5 trees are required.
 - 40% trees 1.5" to 2" Caliper Dia req'd.
 - Remainder trees 1.0" to 1.5" Caliper Dia req'd.
 - Shrub Requirement:
 - 1 shrub per 1000 SF open space is required.
 - 7 shrubs are required.
 - Legal Description:
 - Lot #3 of Pedersen Valley, Part One to the City of West Branch, Iowa

HERBERT HOOVER HIGHWAY
Existing 23' wide HMA

Note:
Currently all stormwater from this lot drains southerly toward Herbert Hoover Highway to the existing road ditch. As can be seen by the flowline elevation of the arch pipe draining the storm sewer along Pedersen Street, and the current contours of the road ditch that the ditch has obviously silted in and should be cleaned to allow drainage to the east.

Owner: Michael Furman, PO Box 1606, Iowa City, Iowa 52244

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 Professional Land Surveyor under the laws of the State of Iowa.

Douglas P. Frederick, P.L.S. 2/28/2013 Date

Iowa License Number: 10896

My license renewal date is December 31, 2013.

Pages covered by this seal: THIS SHEET ONLY



Building Site Plan
Lot #3 PEDERSEN VALLEY, PART ONE
City of West Branch, Iowa

DATE:	2/13	DRN:	ADF	APP:	DPF
FLD BK:	ROBOT	PROJ. NO:	13265.12		

RESOLUTION NO. 1314

RESOLUTION DECLARING TWO SUMMER CAMP DAY TRIPS AS PUBLIC
PURPOSES AND APPROVING FUNDING FOR TRANSPORTATION.

WHEREAS, the City Council of the City of West Branch, Iowa adopted a Mission Statement through the adoption of Resolution 1202 on June 23, 2014; and

WHEREAS, this Mission Statement sums up an organization's direction and outlines goals for what the City of West Branch hopes to accomplish; and

WHEREAS, the City's mission is to preserve and enhance the City of West Branch as a historically-significant community with a safe, small town, family atmosphere, whose financial and physical resources are managed wisely through policies and programs which assure the long term health, sustainability, and vitality of the community; and

WHEREAS, the City Council adopted a Comprehensive Plan Update on April 1, 2013 which identified recreational programs as "vital components to a community's quality of life" that contribute to improved livability; and

WHEREAS, the City Council identified improved livability in this Comprehensive Plan Update as a positive factor in attracting new residents, business and workers; and

WHEREAS, public input gathered as part of the Comprehensive Plan called for more activities for youth and teens; and

WHEREAS, the City's Parks and Recreation Department annually holds a day camp for children at the end of the summer; and

WHEREAS, the City's Parks and Recreation Department in 2015 has planned for an additional week of summer camp; and

WHEREAS, the annual budget for the City's Parks and Recreation Department includes funding two day trips during the summer camps; and

WHEREAS, the first week of summer camp will feature a trip to the Shedd Aquarium in Chicago, IL on Thursday July 30, 2015; and

WHEREAS, Windstar Lines, Inc. has submitted a proposed agreement to provide transportation in the amount of \$2,022.00 for that trip; and

WHEREAS, the second week of summer camp will feature a trip to the Iowa State Fair on Thursday August 20, 2015; and

WHEREAS, Windstar Lines, Inc. has submitted a proposed agreement to provide transportation in the amount of \$1,198.00; and

WHEREAS, the City Council believes that offering summer camp opportunities and specifically day trips during summer camps helps the City of West Branch achieve the goals and purpose of the City as captured in the City's Mission Statement and Comprehensive Plan; and

WHEREAS, the City Council believes that the day trips to the Shedd Aquarium and to the Iowa State Fair will help the City achieve the goals and purpose of the City as captured in the City's Mission Statement and Comprehensive Plan; and

WHEREAS, Windstar Lines, Inc. has agreed to provide transportation to these events for the sum of \$3,220.00.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the day camp trips to Shedd Aquarium and the Iowa State Fair and the transportation of participants by bus to these locations are declared public purposes.

Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Clerk

RESOLUTION NO. 1322

RESOLUTION APPROVING TWO AGREEMENTS WITH WINDSTAR LINES, INC. IN THE AMOUNT OF \$3,220.00 FOR TRANSPORTATION RELATED TO WEST BRANCH DAY CAMPS.

WHEREAS, the City's Parks and Recreation Department annually holds a day camp for children at the end of the summer; and

WHEREAS, the City's Parks and Recreation Department in 2015 has planned for an additional week of summer camp; and

WHEREAS, the annual budget for the City's Parks and Recreation Department includes funding two day trips during the summer camps; and

WHEREAS, the first week of summer camp will feature a trip to the Shedd Aquarium in Chicago, IL on Thursday July 30, 2015; and

WHEREAS, Windstar Lines, Inc. has submitted a proposed agreement to provide transportation in the amount of \$2,022.00 for that trip; and

WHEREAS, the second week of summer camp will feature a trip to the Iowa State Fair on Thursday August 20, 2015; and

WHEREAS, Windstar Lines, Inc. has submitted a proposed agreement to provide transportation in the amount of \$1,198.00; and

WHEREAS, the City Council of the City of West Branch has declared both of these trips as public purposes and have documented this by the passage of Resolution 1314 on May 18, 2015 in accordance with Opinion No. 79-4-26 provided by the Honorable Alvin V. Miller, Office of the Attorney General on April 25, 1979; and

WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreements with Windstar Lines, Inc. are hereby approved. Further, the Mayor is directed to execute the agreements on behalf of the City.

Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Acceptance

Windstar Lines, Inc.

Client ID Client Company Client Ref 1 Client Ref 2	COWB Melissa Russell City of West Branch	Charter ID Movement ID Status Passengers Distance	36887 53905 Provisional 307.6
----------------------------------------------------------------	------------------------------------------------	---------------------------------------------------------------	--------------------------------------------

First Pick-up Pick-up Date Single Journey Vehicle To Stay	West Branch, IA Thu 8/20/2015 Time 08:30 No Yes	Destination Arrival Date Leave Date Back Date	Des Moines, IA Thu 8/20/2015 Time 10:40 Thu 8/20/2015 Time 14:15 Thu 8/20/2015 Time 16:30
--------------------------------------------------------------------	-------------------------------------------------------------	--------------------------------------------------------	-------------------------------------------------------------------------------------------------------------

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
56	Deluxe 56 Passenger	1	\$1,198.00	0	\$0.00	\$1,198.00
Movement Totals			\$1,198.00		\$0.00	\$1,198.00

Driver Description	Vehicle No	Driver Description	Vehicle No
Motorcoach Operator	1		

The price of this trip is based on the information given at the time of booking. If actual miles or hours exceed the original itinerary, additional charges may apply. A deposit of \$100 or 10% of the total charter price, whichever is greater, is due within 21 days of booking. The balance & itinerary are due 21 days before departure. I have checked all the details above and agree they are correct. By signing below, the chartering party agrees to all terms on page one and two of this contract.

Signature		Print Name		Date	
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GENERAL TERMS AND CONDITIONS

TERMS & CONDITIONS: 1) Please email, fax, or mail a detailed itinerary including addresses of all locations to be visited 21 days prior to departure. 2) The chartering party is responsible for providing our driver with a single, non-smoking motel room on overnight trips unless otherwise specified. 3) The chartering party is responsible for all parking, ferry, and entrance fees incurred on this trip. 4) Driver's gratuity is not included in the price (suggested gratuity is 10% of your charter price). If we do not receive full payment and a final itinerary 21 days prior to your trip, we reserve the right to release your motorcoach. Charters booked less than 3 weeks prior to departure must be paid in full at the time of booking.

PAYMENT TERMS: A deposit of 10% of the charter price or \$100.00 (whichever the greater amount) is due within 21 days of booking. The price of your charter is quoted as a cash price. Preferred method of payment is: company check, cash, wire or electronic transfer. There will be a 3% convenience fee on any other form of payment. Payment is due 21 days prior to departure.

FUEL SURCHARGE: Due to the volatile price of diesel fuel, please note our fuel surcharge policy. If the price paid per gallon at the time of your trip is \$3.48-\$3.98, there will be a 3% surcharge, if between \$3.99 and \$4.48, there will be a 6% surcharge, if between \$4.49 and \$4.98, there will be a 9% surcharge, if between \$4.99 and \$5.48 there will be a 12% surcharge, and the same percentage increase every \$0.50 increase in cost. Please plan accordingly for this possibility.

SAFETY: The chartering party agrees to respect our professional motorcoach operator's decision regarding road conditions, equipment, and safety. Federal regulations allow motorcoach operators to be on duty 15 hours per day, including a maximum of 10 hours driving. An operator must then have 8 complete hours off duty before coming back on duty. Driver will need time to fuel and pre and post trip his motorcoach.

CANCELLATION POLICY: A full refund will be made if notice is given 30 days from departure date. A penalty of \$100.00 or 10% of the charter price (whichever is greater) will be charged between 29 and 3 days. Within 72 hours of departure, 100% of the total charter price will be assessed to the chartering party.

ADVERSE WEATHER CONDITIONS: The above cancellation fees will be waived in the event of adverse weather conditions if the charter is rescheduled within one year of original booking with Windstar Lines. In the event the trip is cancelled after our operator has left our terminal, the chartering party will be assessed the miles he or she has traveled at our current deadhead rate plus any other expenses incurred.

AFTER HOURS EMERGENCY PHONE NUMBERS: Our office is open Monday through Friday, 8:00 a.m. to 5:00 p.m. C.S.T. If an emergency arises, please feel free to call our on staff member at 712-830-6618.

AMENITIES: All Windstar Lines, Inc. deluxe motorcoaches come equipped with: DVD player, PA system, restroom, reclining seats, armrests, footrests, individual light & air controls, and air conditioning.

VIDEO or MUSIC: DVD players are available on all motorcoaches. Use of the video or music systems is included at no extra charge. The chartering party understands that Windstar does not broadcast, distribute or cause to be performed any music, video or other intellectual property. The chartering party agrees to supply their own movies or music and assumes any copyright or licensing issues associated therewith. Satellite TV and/or WIFI is also available on some coaches for an additional charge.

RESPONSIBILITY: Windstar Lines, Inc. shall not be liable for delay or non-performance resulting from road failure, road or weather conditions, labor difficulties, or any other cause beyond their control.

DAMAGE & INDEMNITY: The chartering party will be liable for any damage to the bus or its contents that is caused by the passengers. Only Windstar Lines motorcoach operators will be allowed to open and close luggage doors. The chartering party agrees to be responsible for any and all loss, cost, damage and expenses occasioned by, or arising out of any accident or other occurrence that is found to be the fault of the chartering party including but not limited to negligence and intentional acts. This includes anything due directly or indirectly to the use of alcohol by the chartering party or any of its members.

CARRIER: Windstar Lines, Inc. reserves the right to use leased equipment to fulfill this agreement. In this instance, if you chartered a 49 passenger motorcoach, you may receive a comparable 47 passenger motorcoach. If you chartered a 57 passenger motorcoach, you may receive a comparable 55 passenger motorcoach.

FOOD & BEVERAGE: With the exception of sunflower seeds, food and non-alcoholic drinks are allowed on the motorcoach. Canned beer is the only alcoholic beverage that may be consumed on the motorcoach. However, special permission from our office is necessary and we do require a \$250.00 refundable damage & cleaning deposit.

TOBACCO: Use of cigarettes or chewing tobacco is strictly prohibited while on any Windstar Lines motorcoach.

LOST ITEMS: Windstar Lines, Inc. is not responsible for luggage or personal items left inside the motorcoach or underneath in the luggage bay.

WEAPONS: Weapons, whether concealed or unconcealed, are not allowed on the motorcoach at any time.

LUGGAGE: Windstar Lines motorcoach operators are trained to handle and load luggage up to 50lbs. Anything over 50lbs. is the responsibility of the chartering party. Please pack accordingly.

AGREEMENT: Windstar Lines, Inc.'s commencement of performance or acceptance of this Acceptance in any manner shall conclusively evidence agreement to this Acceptance as written.

Mailing Address: Windstar Lines, Inc. P.O. Box 786 Carroll, IA 51401

Itineraries and Signed Acceptance Forms can also be sent via fax to: 712-792-9615 or emailed to info@gowindstar.com

Please refer to your Charter ID number on all correspondence. Thank you and enjoy your trip!

Customer Initials: _____



If paying by credit card, please fax this form to:

Carroll

Fax: (712) 792-9615

Or email to: info@gowindstar.com

Credit Card Authorization Form

1. Complete form with credit card billing information
2. Sign where indicated
3. Submit this form back to Windstar Lines by fax or email
4. A clear copy of the front and back of the credit card must accompany this completed form.
5. Note: A 3% convenience fee will be added for all credit card payments.
6. Payment in full due 21 days prior to departure.

Today's Date _____

Charter Contract# _____

Cardholder Name (as it appears on credit card) _____

Credit Card (check one)

☐☐

Credit Card Number _____ - _____ - _____

Expiration Date ____/____/____ CVV Number _____ (3-4 Digit Security Code on Back of Card)

Billing Address _____ City _____ State _____ Zip _____

Phone Number _____

Email Address _____

I authorize Windstar Lines to charge my credit card in the amount of:

Charter Amount: _____

3% Convenience Fee: _____

Total Charge: _____

Signature _____

Acceptance

Windstar Lines, Inc.

Client ID Client Company Client Ref 1 Client Ref 2	COWB Melissa Russell City of West Branch	Charter ID Movement ID Status Passengers Distance	36122 52691 Provisional 484.6
----------------------------------------------------------------	------------------------------------------------	---------------------------------------------------------------	--------------------------------------------

First Pick-up Pick-up Date Single Journey Vehicle To Stay	West Branch, IA Thu 7/30/2015 Time 06:30 No Yes	Destination Arrival Date Leave Date Back Date	Chicago, IL Thu 7/30/2015 Time 10:25 Thu 7/30/2015 Time 20:00 Thu 7/30/2015 Time 23:50
--------------------------------------------------------------------	---------------------------------------------------------------	--------------------------------------------------------	----------------------------------------------------------------------------------------------------------------

First Pick-up Instructions	Destination Instructions
----------------------------	--------------------------

Shedd Aquarium

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
56	Deluxe 56 Passenger	1	\$2,022.00	0	\$0.00	\$2,022.00
Movement Totals			\$2,022.00		\$0.00	\$2,022.00

Driver Description	Vehicle No	Driver Description	Vehicle No
Motorcoach Operator	1		

The price of this trip is based on the information given at the time of booking. If actual miles or hours exceed the original itinerary, additional charges may apply. A deposit of \$100 or 10% of the total charter price, whichever is greater, is due within 21 days of booking. The balance & itinerary are due 21 days before departure. I have checked all the details above and agree they are correct. By signing below, the chartering party agrees to all terms on page one and two of this contract.

Signature		Print Name		Date	
-----------	--	------------	--	------	--



GENERAL TERMS AND CONDITIONS

TERMS & CONDITIONS: 1) Please email, fax, or mail a detailed itinerary including addresses of all locations to be visited 21 days prior to departure. 2) The chartering party is responsible for providing our driver with a single, non-smoking motel room on overnight trips unless otherwise specified. 3) The chartering party is responsible for all parking, ferry, and entrance fees incurred on this trip. 4) Driver's gratuity is not included in the price (suggested gratuity is 10% of your charter price). If we do not receive full payment and a final itinerary 21 days prior to your trip, we reserve the right to release your motorcoach. Charters booked less than 3 weeks prior to departure must be paid in full at the time of booking.

PAYMENT TERMS: A deposit of 10% of the charter price or \$100.00 (whichever the greater amount) is due within 21 days of booking. The price of your charter is quoted as a cash price. Preferred method of payment is: company check, cash, wire or electronic transfer. There will be a 3% convenience fee on any other form of payment. Payment is due 21 days prior to departure.

FUEL SURCHARGE: Due to the volatile price of diesel fuel, please note our fuel surcharge policy. If the price paid per gallon at the time of your trip is \$3.48-\$3.98, there will be a 3% surcharge, if between \$3.99 and \$4.48, there will be a 6% surcharge, if between \$4.49 and \$4.98, there will be a 9% surcharge, if between \$4.99 and \$5.48 there will be a 12% surcharge, and the same percentage increase every \$0.50 increase in cost. Please plan accordingly for this possibility.

SAFETY: The chartering party agrees to respect our professional motorcoach operator's decision regarding road conditions, equipment, and safety. Federal regulations allow motorcoach operators to be on duty 15 hours per day, including a maximum of 10 hours driving. An operator must then have 8 complete hours off duty before coming back on duty. Driver will need time to fuel and pre and post trip his motorcoach.

CANCELLATION POLICY: A full refund will be made if notice is given 30 days from departure date. A penalty of \$100.00 or 10% of the charter price (whichever is greater) will be charged between 29 and 3 days. Within 72 hours of departure, 100% of the total charter price will be assessed to the chartering party.

ADVERSE WEATHER CONDITIONS: The above cancellation fees will be waived in the event of adverse weather conditions if the charter is rescheduled within one year of original booking with Windstar Lines. In the event the trip is cancelled after our operator has left our terminal, the chartering party will be assessed the miles he or she has traveled at our current deadhead rate plus any other expenses incurred.

AFTER HOURS EMERGENCY PHONE NUMBERS: Our office is open Monday through Friday, 8:00 a.m. to 5:00 p.m. C.S.T. If an emergency arises, please feel free to call our on staff member at 712-830-6618.

AMENITIES: All Windstar Lines, Inc. deluxe motorcoaches come equipped with: DVD player, PA system, restroom, reclining seats, armrests, footrests, individual light & air controls, and air conditioning.

VIDEO or MUSIC: DVD players are available on all motorcoaches. Use of the video or music systems is included at no extra charge. The chartering party understands that Windstar does not broadcast, distribute or cause to be performed any music, video or other intellectual property. The chartering party agrees to supply their own movies or music and assumes any copyright or licensing issues associated therewith. Satellite TV and/or WIFI is also available on some coaches for an additional charge.

RESPONSIBILITY: Windstar Lines, Inc. shall not be liable for delay or non-performance resulting from road failure, road or weather conditions, labor difficulties, or any other cause beyond their control.

DAMAGE & INDEMNITY: The chartering party will be liable for any damage to the bus or its contents that is caused by the passengers. Only Windstar Lines motorcoach operators will be allowed to open and close luggage doors. The chartering party agrees to be responsible for any and all loss, cost, damage and expenses occasioned by, or arising out of any accident or other occurrence that is found to be the fault of the chartering party including but not limited to negligence and intentional acts. This includes anything due directly or indirectly to the use of alcohol by the chartering party or any of its members.

CARRIER: Windstar Lines, Inc. reserves the right to use leased equipment to fulfill this agreement. In this instance, if you chartered a 49 passenger motorcoach, you may receive a comparable 47 passenger motorcoach. If you chartered a 57 passenger motorcoach, you may receive a comparable 55 passenger motorcoach.

FOOD & BEVERAGE: With the exception of sunflower seeds, food and non-alcoholic drinks are allowed on the motorcoach. Canned beer is the only alcoholic beverage that may be consumed on the motorcoach. However, special permission from our office is necessary and we do require a \$250.00 refundable damage & cleaning deposit.

TOBACCO: Use of cigarettes or chewing tobacco is strictly prohibited while on any Windstar Lines motorcoach.

LOST ITEMS: Windstar Lines, Inc. is not responsible for luggage or personal items left inside the motorcoach or underneath in the luggage bay.

WEAPONS: Weapons, whether concealed or unconcealed, are not allowed on the motorcoach at any time.

LUGGAGE: Windstar Lines motorcoach operators are trained to handle and load luggage up to 50lbs. Anything over 50lbs. is the responsibility of the chartering party. Please pack accordingly.

AGREEMENT: Windstar Lines, Inc.'s commencement of performance or acceptance of this Acceptance in any manner shall conclusively evidence agreement to this Acceptance as written.

Mailing Address: Windstar Lines, Inc. P.O. Box 786 Carroll, IA 51401

Itineraries and Signed Acceptance Forms can also be sent via fax to: 712-792-9615 or emailed to info@gowindstar.com

Please refer to your Charter ID number on all correspondence. Thank you and enjoy your trip!

Customer Initials: _____



If paying by credit card, please fax this form to:

Carroll

Fax: (712) 792-9615

Or email to: info@gowindstar.com

Credit Card Authorization Form

1. Complete form with credit card billing information
2. Sign where indicated
3. Submit this form back to Windstar Lines by fax or email
4. A clear copy of the front and back of the credit card must accompany this completed form.
5. Note: A 3% convenience fee will be added for all credit card payments.
6. Payment in full due 21 days prior to departure.

Today's Date _____

Charter Contract# _____

Cardholder Name (as it appears on credit card) _____

Credit Card (check one)

☐☐

Credit Card Number _____ - _____ - _____ - _____

Expiration Date ____/____/____ CVV Number _____ (3-4 Digit Security Code on Back of Card)

Billing Address _____ City _____ State _____ Zip _____

Phone Number _____

Email Address _____

I authorize Windstar Lines to charge my credit card in the amount of:

Charter Amount: _____

3% Convenience Fee: _____

Total Charge: _____

Signature _____

Category	2015 HHTD	Price /Cost	Resolution #	Date Council Approved
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	\$ 5,000.00	1287	3/23/2015
	Mar-15	\$ 5,000.00		
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
	May-15	\$ 5,546.80		
	Subtotal committed to date	\$ 66,296.80		
Miscellaneous	Recycling/trash	\$ 600.00	1324	6/1/2015
Performances/Entertainment	Iowa Military Veterans Band	\$ 1,000.00	1325	6/1/2015
Performances/Entertainment	Danika Holmes	\$ 1,000.00	1326	6/1/2015
Performances/Entertainment	Mike Johnston (band)	\$ 350.00	1327	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	Coralville Showcase Stage	\$ 475.00	1330	6/1/2015
Performances/Entertainment	Dandelion Stompers	\$ 750.00	1331	6/1/2015
Miscellaneous	Port o Potties	\$ 780.00	1332	6/1/2015
Miscellaneous	Print Advertising	\$ 2,523.20	1333	6/1/2015
	Jun-15	\$ 9,728.20		
Miscellaneous	Water/First aid	\$ 150.00		
Children's Activities	Big Wheel Races	\$ 200.00		
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

RESOLUTION NO. 1315

RESOLUTION APPROVING A SPECIAL EVENT LEASE AGREEMENT WITH M&M GOLF CARS, LLC OF BETTENDORF, IA IN THE AMOUNT OF \$470 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, golf carts are utilized by city staff and elected officials during Hoover's Hometown Days Celebrations in support of the Mayor's Parade and the free inflatable rides for children, as well as for attendees who have difficulty walking; and

WHEREAS, the City Council has adopted the fiscal year 2014-2015 budget; and

WHEREAS, the fiscal year 2014-2015 budget includes funding for golf carts; and

WHEREAS, M&M Golf Cars, LLC of Bettendorf, IA has submitted a special event lease agreement to provide golf carts for the event in the amount of \$470.00; 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 agreement with the M&M Golf Cars, LLC is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Special Event Lease Agreement - Daily

Lease agreement between M&M Golf Cars, LLC of Mexico, Lees Summit, & O'Fallon, Missouri (LESSOR) and Bettendorf IA City of West Branch (LESSEE).

Address: PO Box 218 West Branch IA 52358

Lessor agrees to furnish golf cars (vehicles) to the above named Lessee:

From: August 7, 2015 Through: August 8, 2015

#Of Cars <u>8-pass</u>	Price per Car <u>60</u>	#Of Days	Extension <u>60</u>
#Of Trucks	Price per Truck	#Of Days	Extension
#Of 4-Pass <u>1</u>	Price per 4-Pass <u>60</u>	#Of Days	Extension <u>60</u>
#Of 6-Pass <u>5</u>	Price per 6-Pass <u>60</u>	#Of Days	Extension <u>300</u>
#Of A.D.A.	Price per ADA	#Of Days	Extension
#Of Amb.	Price per Amb	#Of Days	Extension
#Of Loads <u>1</u>	Price per Load <u>50</u>		Extension <u>50</u>
			Sales Tax <u>exempt</u>
			Fuel Surcharge <u>8.00</u>
Permit #			TOTAL <u>\$470.00</u>

Deliver to:

Lessee in consideration of the rental of the above vehicle(s), agrees to return the leased vehicle(s) immediately following the completion of the event in as good condition as received - normal wear being expected.

Lessee further agrees to pay for any damages that are sustained to the leased vehicle(s) while in Lessee's possession.

Lessee further agrees to pay for any damages to facilities or grounds caused by Lessee's use of leased vehicle(s).

Lessee further agrees to hold M&M Golf Cars, LLC harmless and to defend it from any and all claims for damages of any nature, whether to Lessee or to others that may arise from or through the use of leased vehicle(s).

Lessee represents that Lessee is familiar with the operation and use of leased vehicle(s) and that Lessee will read and abide by the instructions appearing on the vehicle(s). Lessee further represents that Lessee can operate and control the same in accordance with instructions.

Lessee further agrees that in case of complete rainout, and vehicle(s) have been delivered to Lessee's location, Lessee shall pay to Lessor \$ 470.00.

Lessee further agrees to render Lessor harmless if mechanical failure to Lessor's equipment prevents delivery.

Lessee further agrees to pay for leased vehicle(s) as quoted above when vehicle(s) are delivered.

Lessee further agrees that when Lessee sublets the vehicle(s) that the party or parties that are subletting are familiar with the operation and use of leased vehicle(s) and that they have read the instructions appearing on the vehicle(s). Lessee further represents that they can operate and control the vehicle(s) in accordance with leased vehicle(s) instructions.

Lessee further agrees that all operators of the leased vehicle(s) will be of age eighteen or older.

Lessee further agrees to not operate this vehicle(s) in a manner that does not comply with federal, state, county, and or city laws.

Lessee certificate of insurance is required covering liability, property damage and physical damage on vehicle. List M&M Golf Cars, LLC as additional named insured and Loss Payee. Certificates need to be faxed to the M&M Golf Cars location that is providing the vehicle(s).

All rental vehicles must be returned to designated rental area for pickup at the end of rental period or an additional rental will be charged.

The following signatures will make this agreement binding of both parties and need not be witnessed.
Lessor M&M Golf Cars, LLC By Kerry Pruitt Date 5/5/15

Lessee _____ By _____

Print Name _____ Date _____
Please advise arrival time required AM/PM on August 7, 2015.
This lease agreement will be voided if one copy is not returned or faxed to the M&M Golf Cars that is providing the vehicle(s), signed and dated by July 1, 2015 and a deposit of \$ _____ to hold vehicles in your name, balance due on delivery of cars.

FAX Numbers

Mexico: 573-581-7267 Lees Summit: 816-795-5538 O'Fallon: 636-379-1628

Bettendorf 563-355-8483

RESOLUTION NO. 1316

RESOLUTION APPROVING AN AGREEMENT FOR THE RENTAL OF A MECHANICAL BULL FROM WILDWOOD SMOKEHOUSE & SALOON OF IOWA CITY, IA IN THE AMOUNT OF \$800 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 strives every year to provide quality entertainment during the Hoover's Hometown Days Celebration; and

WHEREAS, the planning committee specifically wanted to provide a new attraction that would appeal to people of all ages in the late afternoon time frame near the West Branch Fire Department; and

WHEREAS, the City Council has adopted the fiscal year 2014-2015 budget; and

WHEREAS, the fiscal year 2014-2015 budget includes funding for the rental of a mechanical bull; and

WHEREAS, Wildwood Smokehouse & Saloon of Iowa City, IA has submitted an agreement to provide the use of a mechanical bull for the event in the amount of \$800.00; 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 agreement with the Wildwood Smokehouse & Saloon is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



Date: 8/08/2015

Invoice: 1024

Delivered by : Kevin

Delivered to:		Hours	Amount
Mechanical Bull @ Hoover Days		4	\$800.00
	Total		\$800.00
	Delivery		\$ -
	Grand Total		\$800.00

RESOLUTION NO. 1317

RESOLUTION APPROVING AN AGREEMENT WITH PONY GO ROUND PONY RIDES IN THE AMOUNT OF \$1,200 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, one of the highlights of previous Hoover's Hometown Days Celebrations has been family friendly entertainment on Main Street; and

WHEREAS, the City Council has adopted the fiscal year 2014-2015 budget; and

WHEREAS, the fiscal year 2014-2015 budget includes funding for entertainment on Main Street; and

WHEREAS, David and Deborah Grimm, d.b.a. Pony Go Round Pony Rides have submitted an agreement for the event in the amount of \$1,200.00; 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 agreement with Pony Go Round Pony Rides is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

General Agreement

mackenzie.m.1978@gmail.com

THIS AGREEMENT made this 6th day of MARCH, 2015, by and between
DAVID and DEBORAH GRIMM D.B.A. PONY GO ROUND PONY RIDES (First Party),
and HOOPER'S HOME TOWN DAYS WEST BRANCH, IA (Second Party).
NIKI BIRK - CONTACT - 319-331-5650

WITNESSETH: That in consideration of the mutual covenants and agreements to be kept and performed on the part of said parties hereto, respectively as herein stated, the said party of the first part does hereby covenant and agree that it shall:

I. Said party of the first part covenants and agrees that it shall:

- a) PROVIDE A LIVE 6 PONY CAROUSEL RIDE FOR THE DATE OF SATURDAY, AUGUST 8th, 2015.
From ~~11am~~ ^{Noon} TO 4pm.
- b) PROVIDE FREE RIDES TO THE PUBLIC FOR THESE 4 HOURS.
- c) PROVIDE CERTIFICATE OF INSURANCE UPON ARRIVAL AT THE EVENT.
- d) RESERVE THE RIGHT TO REFUSE RIDES TO RIDERS IT DEEMS TOO LARGE FOR THE PONIES.

II. And said party of the second part covenants and agrees that it shall:

- a) PROVIDE ADEQUATE SPACE FOR THE RIDE. APPROX. 30' DIAMETER.
- b) PAY PARTY #1 A \$200 SETUP FEE AND \$250 PER HOUR FOR 4 HOURS OF FREE RIDES.
\$1200 TOTAL

III. Other terms to be observed by and between the parties:

- a) IN CASE OF RAINOUT, PARTY #2 WILL PAY PARTY #1 ONLY FOR HOURS THAT THE RIDE WAS RUNNING AND THE SETUP FEE. IF WE HAVE NOT LEFT HOME AND THE EVENT IS CANCELLED, NO MONEY IS EXCHANGED.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings. This agreement shall be enforced under the laws of the State of IOWA.
This is the entire agreement.

Signed the day and year first above written.

Signed in the presence of:

319-461-1933

319-461-3926

Witness:

Nicholas J. Grimm

First Party:

David E. Grimm

Witness:

Second Party:

RESOLUTION NO. 1318

RESOLUTION APPROVING AN AGREEMENT WITH FUNNY FACE DESIGNS BY LORI IN THE AMOUNT OF \$600 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, one of the highlights of previous Hoover's Hometown Days Celebrations has been family friendly entertainment on the Village Green; and

WHEREAS, the City Council has adopted the fiscal year 2014-2015 budget; and

WHEREAS, the fiscal year 2014-2015 budget includes funding for entertainment on the Village Green; and

WHEREAS, and owner/artist Lori Strasburger of Marin, IA d.b.a. Funny Face Designs by Lori has submitted an agreement for the event for face painting in the amount of \$600.00; 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 agreement with Funny Face Designs by Lori is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 18th day of May, 2015.

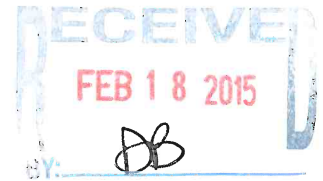
Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Funny Face Designs by Lori

Lori Strasburger, Owner/ Artist
1215 D Avenue, Marion, IA 52302
319-377-5608
www.facepainters.biz
lori@facepainters.biz



INVOICE

TO: Hoover Hometown Days
DATE OF SERVICE: August 8th, 2015
RATE: \$50 per hour per painter
NUMBER OF PAINTERS: 3
NUMBER OF HOURS: 4 (11AM - 3PM)
TOTAL AMOUNT DUE: \$600.00

PAYMENT DUE AT TIME OF SERVICE

PLEASE MAKE CHECK PAYABLE TO:

FUNNY FACE DESIGNS BY LORI

THANK YOU FOR THIS OPPORTUNITY TO BE OF SERVICE!

Lori

Department Comm. & Cult.
Vendor # 0972
Account # 0015-4-470-6603

RESOLUTION NO. 1319

RESOLUTION APPROVING AN AGREEMENT WITH MAGICIAN RICK EUGENE IN THE AMOUNT OF \$350 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, one of the highlights of previous Hoover's Hometown Days Celebrations has been family friendly entertainment on the Village Green; and

WHEREAS, the City Council has adopted the fiscal year 2014-2015 budget; and

WHEREAS, the fiscal year 2014-2015 budget includes funding for entertainment on the Village Green; and

WHEREAS, Magician Rick Eugene of Davenport, IA has submitted an agreement for the event for walk-around magic and balloons in the amount of \$350.00; 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 agreement with Magician Rick Eugene of Davenport, IA is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



ENTERTAINMENT CONTRACT FOR MAGICIAN RICK EUGENE

1653 GEORGE WASHINGTON BLVD., APT. #5

DAVENPORT, IOWA 52804

(563) 823-1471 • (309) 945-3414 CELL

City of West Branch
Name of Company/Organization

Village Green, West Branch, IA (corner of Parkside & Main)
Address of Show

8/8/2014
Show Date(s)

11-2
Performance Time(s)

Becky Knoche
Contact Person

319-430-2246 319-643-2633
Contact Person Phone Number Cell Number phone

FEES
Fee for performance ~~400~~ \$350.00

Payment of one half of fee due upon signing of contract - final balance due day of performance.
If performance is cancelled by client balance of payment is due within 10 days of cancellation.
Unless other arrangements are made with Rick Eugene • No refunds due to cancellations from client.

Performance Requirements
WALK - Grand MAGIC And Balloons

Upon signing and dating this contract each party is committed to its fulfillment.

Rebecca Knoche Date Signature

OTHER ENTERTAINERS MAY BE BOOKED THROUGH RICK EUGENE.

Clowns, jugglers, stilt walkers, balloon workers, face painters,

D.J.s, hypnotist, ventriloquist, close-up or stage magicians.

Gratuity accepted not mandatory.

RESOLUTION NO. 1320

RESOLUTION APPROVING AN AGREEMENT WITH HAWKEYE PHOTO BOOTHS IN THE AMOUNT OF \$600 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, one of the highlights of previous Hoover's Hometown Days Celebrations has been family friendly entertainment on the Village Green; and

WHEREAS, the City Council has adopted the fiscal year 2014-2015 budget; and

WHEREAS, the fiscal year 2014-2015 budget includes funding for entertainment on the Village Green; and

WHEREAS, Hawkeye Photo Booths of Wapello, IA has submitted an agreement for the event for photo booth services in the amount of \$600.00; 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 agreement with Hawkeye Photo Booths of Wapello, IA is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

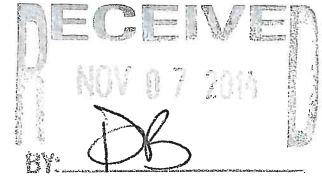
Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Hawkeye Photo Booths



Hawkeye Photo Booths

607 Isett Ave.

Wapello, Ia, 52653

(319) 929-2326

www.hawkeyephoto booths.com

Department Comm & Cult

Vendor # 0348

Account # 001-54470-6603

OUR COMPANY IS FULLY INSURED

Contract for Photo Booth services

Fill out completely, sign and return

CONTRACT: Becky Knoche

Name: City of West Branch

Location: Village Green

Event Date: 8/8/15

Address: Corner of Main & South 2nd St.

Occasion: Hoover's Hometown Days

City: West Branch Zip: 52358

Time Frame: 4-8 pm

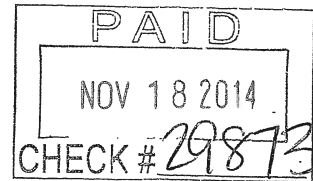
Phone: 319-643-5888

Fee agreed upon is: **\$150 per hour**

How did you hear about us? Web search

Payment in full due: **4 weeks before event**

Non refundable deposit is: **\$200**



PACKAGE INCLUDES:

Unlimited pictures, onsite attendant, photos emailed to you, prop box, unlimited photos B&W or color prints, logo, choice of background.

This is a contract between Hawkeye Photo Booths, LLC and Customer to provide Photo Booth Services pursuant to the above listed parameters. The Performance Fee is to be paid in full by Customer no later than the end time stated above. By signing this contract the customer agrees that on the date of the event it shall be liable for any damage/theft to the equipment, gear, or injury to Hawkeye Photo Booths, LLC, their agents or employees. Customer recognizes this document as a legal and binding contract in the State of Iowa. Customer agrees to defend, indemnify, and hold harmless Hawkeye Photo Booths, LLC their agents and employees from and against any claims arising from Hawkeye Photo Booths, LLC performance under this agreement. All images taken by Hawkeye Photo Booths, LLC become property of Hawkeye Photo Booths, LLC and unless written in this contract can be used for promotional material. The photo booth will arrive 1/2 hour prior to contracted start time. If you need it there earlier in the day the cost is \$25 (\$125 max) for every preceding hour. Cancellation of an event will result in the following: forfeit of deposit.

110 N. Poplar P.O. Box 218 West Branch, IA 52358

Address

City

State

Zip

Rebecca Knoche
Signature

11/6/14
Date

430-2246
Phone

bknocche@westbranch.lib.ia.us
Email

RESOLUTION NO. 1321

RESOLUTION APPROVING A PURCHASE AGREEMENT WITH VOSS SIGNS LLC IN THE AMOUNT OF \$195 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 City Council has adopted the fiscal year 2014-2015 budget; and

WHEREAS, the fiscal year 2014-2015 budget includes funding for signage; and

WHEREAS, Voss Signs, LLC of Manlius, NY has submitted a quotation for signage in the amount of \$195.00; 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 agreement with Voss Signs, LLC of Manlius, NY is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



Voss Signs, LLC, 112 Fairgrounds Drive
PO Box 553, Manlius, NY 13104-0553
Phone 1-800-473-0698 or 682-6418, Fax (315) 682-7335
www.vosssigns.com • email sales@vosssigns.com
Voss Federal ID No. 16-1553963

DAWN BRANDT
CITY OF WEST BRANCH
PO BOX 218

May 11, 2015

Quotation 997569

Page 1 of 1

WEST BRANCH IA 52358

Phone: 319-643-5888, Fax:

Subject: Our quote number 997569, Customer number 63283
344FL W/Personalization (West Branch Police Department)

The below pricing is good until May 31st.

Material: Plastic

Size: 12" X 18"

Gauge: .024

Background Color: White

Print Color (s): Fluorescent Orange & Black / One Side

Mounting Holes: 5 Top & Bottom, 1/4" Diameter, 1" In

Round Corners: 1/2" Radius

QUANTITY	PRICE EACH	SIGN SUB TOTAL	ART CHARGE	SETUP CHARGE	SHIPPING COST	SUB TOTAL	SALES TAX	TOTAL
100	\$1.60	\$160.00		\$25.00	\$10.00	\$195.00		\$195.00

Terms: Major Credit Card or Check With Order

Delivery: Will Ship Approx. 2 - 2 1/2 Weeks From Proof Approval

Freight:

Via: UPS

Sales Tax: NA

Thank you for the opportunity to quote your sign needs. Please let me know if you need any further information or would like to place an order.

Sincerely,

Rebecca Hartz

RESOLUTION NO. 1323

RESOLUTION APPROVING A PROCLAMATION DECLARING JUNE 7TH-13TH
AS CHILDHOOD CANCER AWARENESS WEEK IN WEST BRANCH

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in nearly 15,000 of our country's young people each and every year; and

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded more than twenty years ago by Steven Firestein, a member of the philanthropic Max Factor cosmetics family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at University of Iowa Children's Hospital in Iowa City, Blank Children's Hospital in Des Moines, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award presentations, community Get Well cards and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that June 7th-13th is hereby proclaimed as Childhood Cancer Awareness Week in West Branch, IA. Further, the Mayor is directed to execute the proclamation on behalf of the City.

Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1336

A RESOLUTION APPROVING CHANGE ORDER NUMBER ONE REVISED, INCREASING THE CONTRACT AMOUNT BY \$854.66 TO ALL AMERICAN CONCRETE, INC. FOR THE MAIN STREET SIDEWALK – PHASE TWO PROJECT.

WHEREAS, the City of West Branch hired All American Concrete, Inc. of West Liberty, IA to complete the Main Street Sidewalk – Phase 2 Project in the amount of \$102,285.60; and

WHEREAS, it was found necessary to adjust quantities of materials used during construction and compensate the contractor for milling not included in the original contract; and

WHEREAS, All American Concrete, Inc. has prepared a revised change order in the amount of \$854.66; and

WHEREAS, Change Order Number One Revised has been reviewed and recommended by the City Engineer; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves a change order with All American Concrete, Inc. for the Main Street Sidewalk – Phase 2 Project in West Branch, IA in an amount not to exceed \$854.66.

Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



May 12, 2015

CHANGE ORDER NO.1 Revised

MAIN STREET SIDEWALK – PHASE 2
WEST BRANCH, IOWA

Change Order No. 1 is to adjust quantities of materials used during construction and compensate the contractor for milling not included in the original contract. The modifications include:

4.1	PCC Pavement Removal	11SY@\$15/SY	<u>\$165.00</u>
4.4	HMA Pavement Removal	29.33SY@\$15/SY	<u>\$(439.95)</u>
5	Remove and Install Signs	1Ea@\$200/Ea.	<u>\$(200.00)</u>
6.1	Water Valves Adjustment	3Ea@\$150/Ea.	<u>\$(450.00)</u>
6.2	Manhole Adjustment	2Ea@\$300/Ea.	<u>\$(600.00)</u>
7	Modified Subbase	1.9CY@\$76/CY	<u>\$144.40</u>
8	8" PCC Pavement	49SY@\$60/CY	<u>\$2,940.00</u>
9	HMA	17Tons@185/Ton	<u>\$(3,060.00)</u>
12	Detectable Warning	28SF@\$35/SF	<u>\$(980.00)</u>
1.4	HMA Removal	5SY@\$15/SY	<u>\$(75.00)</u>
3	Sign & Installation	2Ea@\$1,200/Ea.	<u>\$(2,400.00)</u>
6	HMA	7Tons@\$175/Ton	<u>\$(1,225.00)</u>
14	Additional work negotiated with contractor for milling and HMA construction.		
a.	Mobilization	\$1,639.56/LS	<u>\$ 1,639.56</u>
b.	Milling	360LF@\$6/LF	<u>\$ 2,160.00</u>
c.	HMA	19.61tons@\$165/ton	<u>\$ 3,235.65</u>
Total			<u>\$854.66</u>

Change Order No. 1 increases the contract amount by \$ 854.66.

ALL AMERICAN CONCRETE, INC.

By _____

Title _____

Date _____

CITY OF WEST BRANCH

By _____

Title _____

Date _____

VEENSTRA & KIMM, INC.

By _____

Title Project Engineer

Date May 12, 2015

ATTEST:

By _____

Title _____

Date _____

RESOLUTION NO. 1337

A RESOLUTION APPROVING PAYMENT TO ALL AMERICAN CONCRETE, INC. IN THE AMOUNT OF \$92,983.25 FOR PARTIAL PAY ESTIMATE NO. 1 REVISED FOR THE MAIN STREET SIDEWALK – PHASE TWO PROJECT.

WHEREAS, the City of West Branch hired All American Concrete, Inc. of West Liberty, IA to complete the Main Street Sidewalk – Phase 2 Project in the amount of \$102,285.60; and

WHEREAS, additional labor, material, and equipment for milling and to place asphalt was recommended on the project; and

WHEREAS, All American Concrete, Inc. prepared a revised change order in the amount of \$854.66; and

WHEREAS, Change Order No. 1 Revised was approved by the City Council by Resolution 1336 on May 18, 2015 and brought the total cost of the project to \$103,140.26; and

WHEREAS, All American Concrete, Inc. has submitted for payment Pay Estimate No. 1 in the amount of \$103,140.26; and

WHEREAS, after withholding retainage in the amount of 5% or \$5,157.01, the total amount earned less retainage is \$92,983.25; and

WHEREAS, this work on the project has been reviewed and approved by the City Engineer; and

WHEREAS, it is now necessary for the City Council to approve said revised pay estimate.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves Partial Pay Estimate No. 1 Revised to All American Concrete, Inc. on the Main Street Sidewalk – Phase 2 Project in West Branch, IA in the amount of \$92,983.25.

Passed and approved this 18th day of May, 2015.

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



May 12, 2015

PAY ESTIMATE NO. 1 Revised
MAIN STREET SIDEWALK - PHASE 2
WEST BRANCH, IOWAAll American Concrete, Inc.
1489 Highway 6
West Liberty, IA 52776Contract Amount \$102,285.60
Contract Date April 20, 2015
Pay Period April 20, 2015 - May 8, 2015**CITY OF WEST BRANCH BID ITEMS**

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Mobilization	LS	xxxxx	xxxxx	\$ 14,500.00	100%	\$ 14,500.00
2	Construction Staking	LS	xxxxx	xxxxx	\$ 2,000.00	100%	\$ 2,000.00
3	Traffic Control	LS	xxxxx	xxxxx	\$ 2,000.00	100%	\$ 2,000.00
4	Pavement Removal						
	4.1 PCC Pavement	SY	203	\$ 15.00	\$ 3,045.00	203	\$ 3,045.00
	4.2 Sidewalk	SY	301	\$ 15.00	\$ 4,515.00	301	\$ 4,515.00
	4.3 PCC Curb & Gutter	LF	382	\$ 10.00	\$ 3,820.00	382	\$ 3,820.00
	4.4 HMA Pavement	SY	44	\$ 15.00	\$ 660.00	44	\$ 660.00
5	Removal & Reinstall Signs	Ea.	2	\$ 200.00	\$ 400.00	2	\$ 400.00
6	Fixture Adjustments						
	6.1 Water Valve	Ea.	3	\$ 150.00	\$ 450.00	3	\$ 450.00
	6.2 Manhole	Ea.	2	\$ 300.00	\$ 600.00	2	\$ 600.00
7	Modified Subbase	CY	39.8	\$ 76.00	\$ 3,024.80	39.8	\$ 3,024.80
8	8" PCC Pavement	SY	203	\$ 60.00	\$ 12,180.00	203	\$ 12,180.00
9	HMA	Tons	17	\$ 180.00	\$ 3,060.00	17	\$ 3,060.00
10	6" PCC Sidewalk	SY	327	\$ 60.00	\$ 19,620.00	327	\$ 19,620.00
11	Curb & Gutter	LF	303	\$ 30.00	\$ 9,090.00	303	\$ 9,090.00
12	Detectable Warning – Curb Ramps	SF	100	\$ 35.00	\$ 3,500.00	100	\$ 3,500.00
13	Pedestrian Hand Rail	LF	29	\$ 100.00	\$ 2,900.00	29	\$ 2,900.00
City of West Branch Contract Price:					\$ 85,364.80		\$ 85,364.80

NATIONAL PARK SERVICE BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Pavement Removal						
	1.1 PCC Pavement	SY	49	\$ 15.00	\$ 735.00	49	\$ 735.00
	1.2 Sidewalk	SY	57	\$ 15.00	\$ 855.00	57	\$ 855.00
	1.3 PCC Curb & Gutter	LF	72	\$ 10.00	\$ 720.00	72	\$ 720.00
	1.4 HMA Pavement	SY	20	\$ 15.00	\$ 300.00	20	\$ 300.00
2	Removal & Reinstall Signs	Ea.	1	\$ 200.00	\$ 200.00	1	\$ 200.00
3	Signs & Installation	Ea.	2	\$ 1,200.00	\$ 2,400.00	2	\$ 2,400.00
4	Modified Subbase	CY	8.2	\$ 69.00	\$ 565.80	8.2	\$ 565.80
5	8" PCC Pavement	SY	49	\$ 60.00	\$ 2,940.00	49	\$ 2,940.00
6	HMA	Tons	7	\$ 175.00	\$ 1,225.00	7	\$ 1,225.00
7	6" PCC Sidewalk	SY	57	\$ 60.00	\$ 3,420.00	57	\$ 3,420.00
8	Curb & Gutter	LF	72	\$ 30.00	\$ 2,160.00	72	\$ 2,160.00
9	Detectable Warning – Curb Ramps	SF	40	\$ 35.00	\$ 1,400.00	40	\$ 1,400.00
National Park Service Contract Price:					\$ 16,920.80		\$ 16,920.80

SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 102,285.60	\$ 102,285.60
Approved Change Order (list each)	Change Order No. 1	\$ 854.66	\$ 854.66
Revised Contract Price		\$ 103,140.26	\$ 103,140.26

Stored

Total Earned \$ 103,140.26

Retainage (5%) \$ 5,157.01

Total Earned Less Retainage \$ 97,983.25

Total Previously Approved (list each)	National Park Service	\$ 5,000.00	

Total Previously Approved \$ 5,000.00

Percent Complete 100%

Amount Due This Request \$ 92,983.25

The amount \$92,983.25 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
All American Concrete, Inc.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
West Branch, Iowa

Signature: _____

Signature: _____

Signature: _____

Name: _____

Name: Dave Schechinger

Name: _____

Title: _____

Title: Engineer

Title: _____

Date: _____

Date: May 12, 2015

Date: _____

Cedar County, IA



Legend

- Road
 - County Roads / City Streets
 - INTERSTATE
 - STATE HIGHWAY
 - U.S. HIGHWAY
- Railroad
- Parcel
 - Parcel Number/Acres
 - Leased Land
 - Corporate Limit Line
 - Land Hook
 - Subdivision
 - Park
 - Section
 - County Boundary

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



STATE OF IOWA

TERRY E. BRANSTAD, GOVERNOR
KIM REYNOLDS, LT. GOVERNOR

DEPARTMENT OF NATURAL RESOURCES
CHUCK GIPP, DIRECTOR

April 17, 2015

City of West Branch
Attn: Matt Muckler, City Administrator
110 N. Poplar St.
West Branch, IA 52358

RE: Complaint ID #18778, 338 Cookson Drive, West Branch, IA 52358

Dr. Mr. Muckler:

This office recently received a complaint from Dave Peden regarding salt and storm water at the City Maintenance Shop located at the above address. Mr. Peden expressed concern that salt residue from the city's salt storage facility and increased storm water drainage has impacted his property at 348 Cookson Dr. I investigated the complaint on March 12, 2015 and spoke with Matt Goodale and Mr. Peden at the time. On April 10, 2015 I met with you and Mayor Mark Worrell to discuss the complaint.

The department understands that Mr. Peden has brought this issue to the city and that the city has/is taking steps on their own accord to address Mr. Peden's concerns. Soil sampling has been conducted by the city at their expense. Sample results show elevated salt levels on the west side of Mr. Peden's property. The city is currently exploring remediating the impacted area on Mr. Peden's property. The department is in general agreement with the city's plan to remove the contaminated soil and replace with clean fill.

The city asked what could be done with the soil removed from Mr. Peden's property. I checked with our Solid Waste Section in Des Moines and there are currently no regulations governing the disposal of salt laden soil. Since the soil high in salt is not considered a hazardous material, it may be used in a manner that that city feels is appropriate as long it remains on city owned property. The alternative of course would be to dispose of the material at an approved sanitary landfill. That said there are a couple things that I would like the city to be aware of as they move forward:

- Any soil disturbance greater than an acre in size would need to be permitted by a NPDES General Permit #2 for Construction Activities. Please visit: <http://www.iowadnr.gov/InsideDNR/RegulatoryWater/NPDESWastewaterPermitting/NPDESGeneralPermits.aspx>
- If there is a discharge to a surface water resulting a violation of general water quality standards per 567 IAC 61.3(2)"c" or a hazardous condition as defined in 567 IAC 131 at this or any other location at the time the work is completed or in the future, the city could be held liable. I have enclosed copies of both of these regulations for your reference.

In addition, the department is concerned that the condition of the current salt storage area and the practice of mixing sand and salt outdoors on the gravel lot poses an ongoing storm water quality concern. Therefore, the department is requesting that if the city chooses to continue utilizing this location for salt storage, they obtain a NPDES General Permit #1 for industrial activity (GP1). The GP1 requires a storm water pollution prevention plan (SWPPP) be developed and implement for the site. The intent of the plan would be to identify potential storm water exposures at the site and develop Best Management Practices to minimize potential storm water impacts. I have enclosed copies of the GP1 as well as a guide to developing a SWPPP. Electronic versions of these documents along with additional information can be found at the above web link.

There was some discussion during our meeting of possibly relocating the salt storage and constructing a new salt shed. Should the city pursue this option, a GP1 would not be requested unless there is a future documented violation of the general water quality criteria.

As for the drainage concerns expressed by Mr. Peden, the department does not have authority over general drainage related issues.

If you have any questions or if I can be of further assistance please feel free to contact me at 319-653-2135 or by email at: Aaron.Pickens@dnr.iowa.gov.

Sincerely,



Aaron Pickens
Environmental Specialist, Field Office #6

Encl: GP1, GP1 Guidance, ~~567~~ IAC 61.3(2)"c", ~~567~~ IAC 131

Xc: ~~Complainant~~
~~File~~ – Cedar County Storm Water GP1 file
~~Storm Water Section, DNR, Des Moines~~
~~Solid Waste Section, DNR, Des Moines~~

maintenance of warm water game fish populations. These waters generally consist of small perennially flowing streams.

(8) Warm water—Type 3 (Class “B(WW-3)”). Waters in which flow persists during periods when antecedent soil moisture and groundwater discharge levels are adequate; however, aquatic habitat typically consists of nonflowing pools during dry periods of the year. These waters generally include small streams of marginally perennial aquatic habitat status. Such waters support a limited variety of native fish and invertebrate species that are adapted to survive in relatively harsh aquatic conditions.

(9) Lakes and wetlands (Class “B(LW)”). These are artificial and natural impoundments with hydraulic retention times and other physical and chemical characteristics suitable to maintain a balanced community normally associated with lake-like conditions.

(10) Human health (Class “HH”). Waters in which fish are routinely harvested for human consumption or waters both designated as a drinking water supply and in which fish are routinely harvested for human consumption.

(11) Drinking water supply (Class “C”). Waters which are used as a raw water source of potable water supply.

61.3(2) General water quality criteria. The following criteria are applicable to all surface waters including general use and designated use waters, at all places and at all times for the uses described in 61.3(1)“a.”

a. Such waters shall be free from substances attributable to point source wastewater discharges that will settle to form sludge deposits.

b. Such waters shall be free from floating debris, oil, grease, scum and other floating materials attributable to wastewater discharges or agricultural practices in amounts sufficient to create a nuisance.

c. Such waters shall be free from materials attributable to wastewater discharges or agricultural practices producing objectionable color, odor or other aesthetically objectionable conditions.

d. Such waters shall be free from substances attributable to wastewater discharges or agricultural practices in concentrations or combinations which are acutely toxic to human, animal, or plant life.

e. Such waters shall be free from substances, attributable to wastewater discharges or agricultural practices, in quantities which would produce undesirable or nuisance aquatic life.

f. The turbidity of the receiving water shall not be increased by more than 25 Nephelometric turbidity units by any point source discharge.

g. Cations and anions guideline values to protect livestock watering may be found in the “Supporting Document for Iowa Water Quality Management Plans,” Chapter IV, July 1976, as revised on November 11, 2009.

h. The *Escherichia coli* (*E. coli*) content of water which enters a sinkhole or losing stream segment, regardless of the water body’s designated use, shall not exceed a Geometric Mean value of 126 organisms/100 ml or a sample maximum value of 235 organisms/100 ml. No new wastewater discharges will be allowed on watercourses which directly or indirectly enter sinkholes or losing stream segments.

61.3(3) Specific water quality criteria.

a. Class “A” waters. Waters which are designated as Class “A1,” “A2,” or “A3” in subrule 61.3(5) are to be protected for primary contact, secondary contact, and children’s recreational uses. The general criteria of subrule 61.3(2) and the following specific criteria apply to all Class “A” waters.

(1) The *Escherichia coli* (*E. coli*) content shall not exceed the levels noted in the Bacteria Criteria Table when the Class “A1,” “A2,” or “A3” uses can reasonably be expected to occur.

567—131.1(455B) Definitions. For purposes of this chapter:

"Corrosive" means causing or producing visible destruction or irreversible alterations in human skin tissue at the site of contact, or in the case of leakage of a hazardous substance from its packaging, causing or producing a severe destruction or erosion of other materials through chemical processes.

"Department" means the department of natural resources.

"Hazardous condition" means any situation involving the actual, imminent or probable spillage, leakage, or release of a hazardous substance onto the land, into a water of the state or into the atmosphere which, because of the quantity, strength and toxicity of the hazardous substance, its mobility in the environment and its persistence, creates an immediate or potential danger to the public health or safety or to the environment.

"Hazardous substance" means any substance or mixture of substances that presents a danger to the public health or safety and includes, but is not limited to, a substance that is toxic, corrosive, or flammable, or that is an irritant or that, in confinement, generates pressure through decomposition, heat, or other means. The following are examples of substances which, in sufficient quantity, may be hazardous: acids; alkalis; explosives; fertilizers; heavy metals such as chromium, arsenic, mercury, lead and cadmium; industrial chemicals; paint thinners; paints; pesticides; petroleum products; poisons; radioactive materials; sludges; and organic solvents. "Hazardous substances" may include any hazardous waste identified or listed by the administrator of the United States Environmental Protection Agency under the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976, or any toxic pollutant listed under Section 307 of the federal Water Pollution Control Act as amended to January 1, 1977, or any hazardous substance designated under Section 311 of the federal Water Pollution Control Act as amended to January 1, 1977, or any hazardous material designated by the secretary of transportation under the Hazardous Materials Transportation Act (49 CFR §172.101).

"Irritant" means a substance causing or producing dangerous or intensely irritating fumes upon contact with fire or when exposed to air.

"Toxic" means causing or producing a dangerous physiological, anatomic or biochemical change in a biological system.

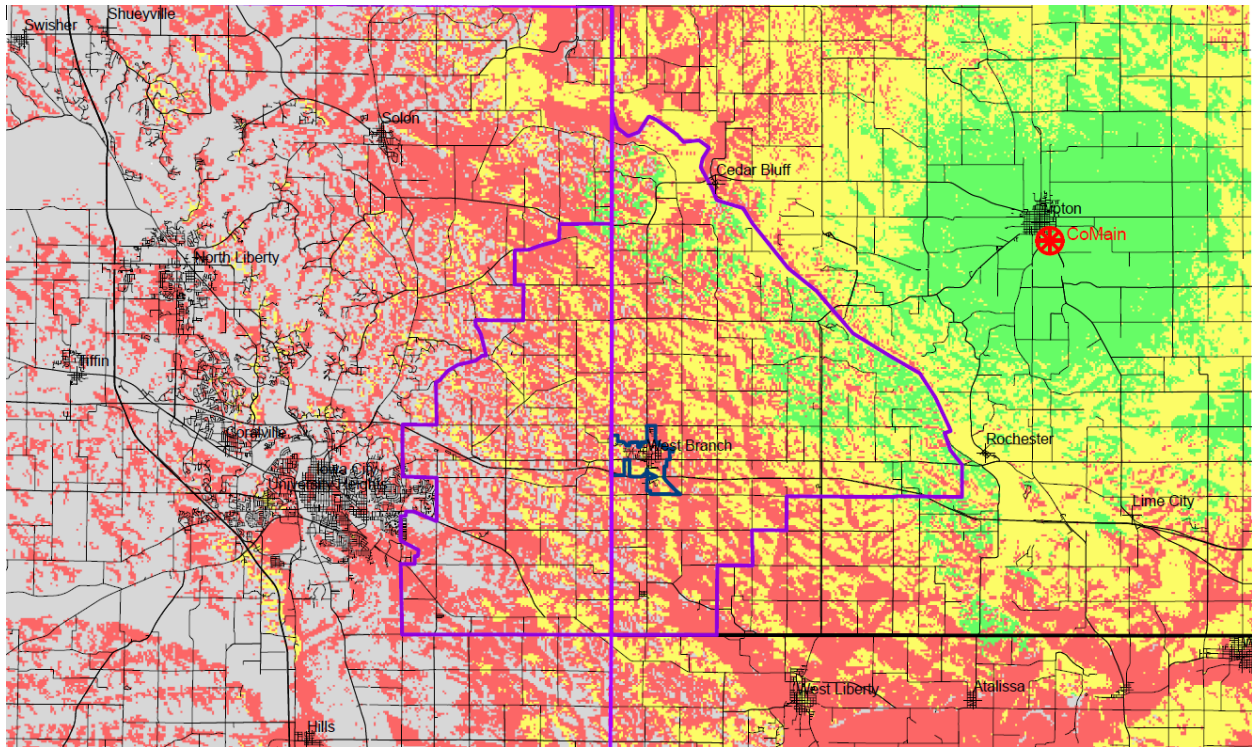


Figure 11 – County VHF Analog PTOO

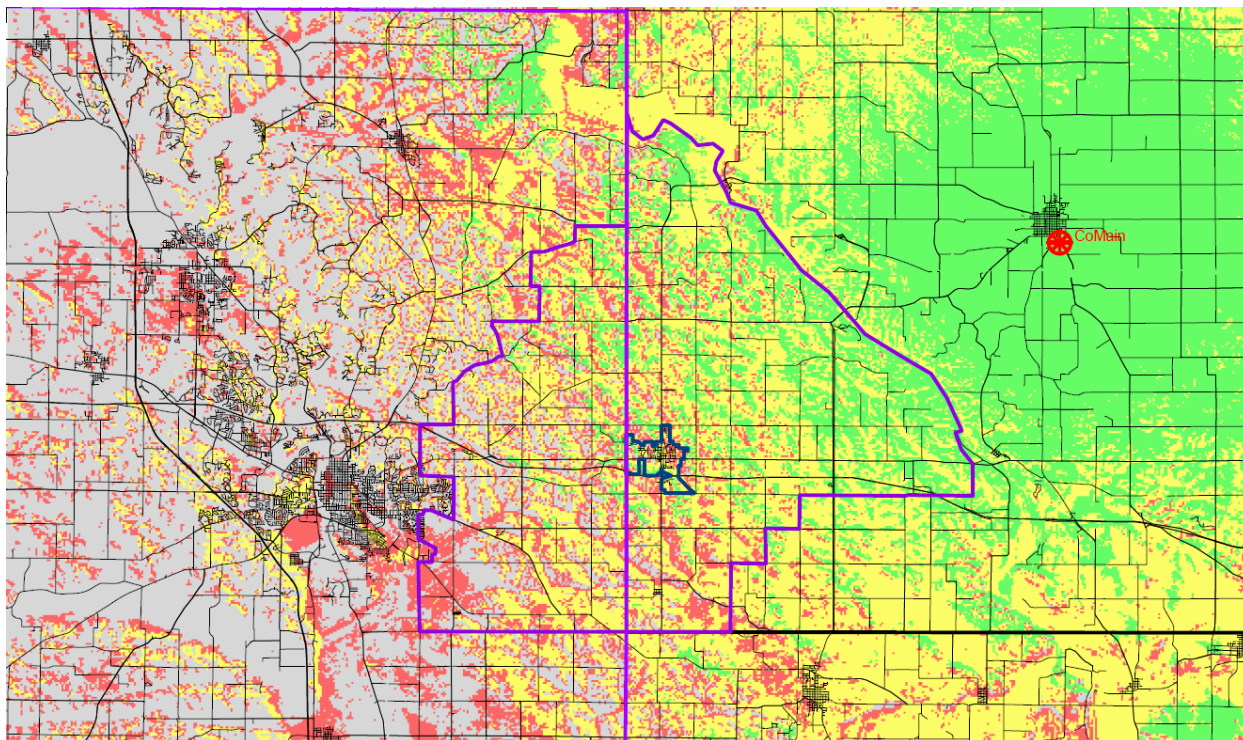


Figure 13 – County VHF P25 PTOO

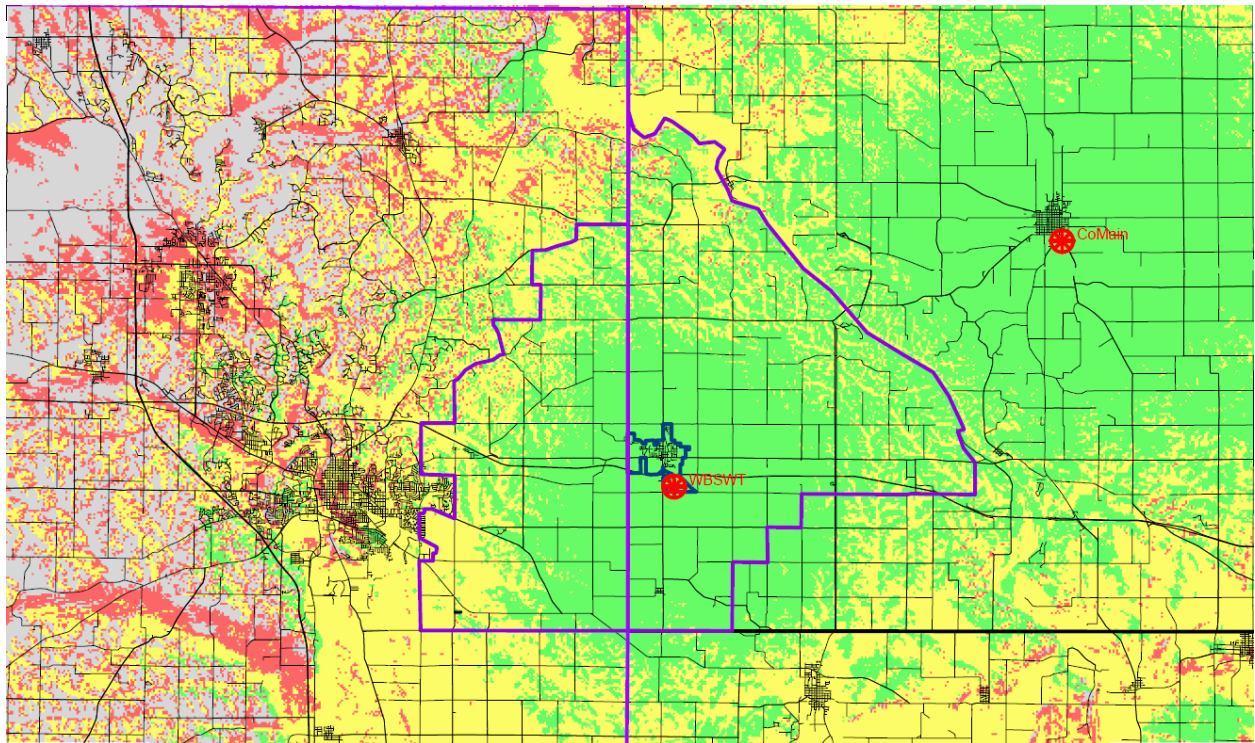


Figure 19 – Simulcast VHF P25 PTOO