

# *City of West Branch*

~A Heritage for Success~

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

## **CITY COUNCIL MEETING AGENDA**

**Monday, June 29, 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. Mike Quinlan – Moment of Silence in Memory of Mayor Mark Worrell
6. Approve Agenda/Consent Agenda/Move to action.
  - a. Approve minutes from the June 1, 2015 City Council Meeting.
  - b. Approve claims.
  - c. Approve Class E Liquor license with privileges: Class B Carryout Wine permit, Class C Carryout Beer permit, and Sunday Sales permit for Kum & Go, LC, DBA: Kum & Go #254.
  - d. Approve transfer of \$275.13 from general fund to capital projects fund for engineering services associated with the Parkside Drive Road Improvements Project.
  - e. Approve transfer of \$58,303.70 from TIF fund to general fund for administrative and legal costs for internal advance per Resolution 1195.
  - f. Approve transfer of \$230.71 from emergency fund to general fund.
  - g. Resolution 1326, approving an agreement with Danika Holmes in the amount of \$1,000.00 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.
  - h. Resolution 1327, approving an agreement with Mike Johnston in the amount of \$350.00 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.
  - i. Resolution 1331, approving an agreement with the Johnny Kilowatt Band in the amount of \$700.00 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.
  - j. Resolution 1332, approving an agreement with Port O Jonny, Inc. for port-a-potties in the amount of \$868.00 for the Hoover's Hometown Days Celebration on August 7-8, 2015./Move to action.
7. Communications/Open Forum
8. Public Hearing/Non-Consent Agenda
  - a. Mayor Pro Tem Colton Miller - Appointments/Reappointments/Move to action.
    - i. Michelle Carter - Library Board of Trustees, June 30, 2018.
    - ii. Cary Weisner - Library Board of Trustees, June 30, 2018.
    - iii. Andy Hosier – Assistant Fire Chief, West Branch Fire Department.

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**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, June 29, 2015 • 7:00 p.m. (continued)**

**City Council Chambers, 110 North Poplar Street**

*Action may be taken on any agenda item.*

- b. First Reading of Ordinance 731, amending the Code of Ordinances of the City of West Branch by transferring the responsibilities of the Zoning Board of Adjustment into a New Chapter of Said Code of Ordinances./Move to action.
- c. Second Reading of Ordinance 732, amending the *Standards for Signage Design and Display* found in the Appendix to the Code of Ordinances of the City of West Branch, Iowa./Move to action.
- d. First Reading of Ordinance 733, adopting the existing City Code of the City of West Branch, Iowa as the Code of Ordinances of the City of West Branch, Iowa, 2015./Move to action.
- e. Approve Class C Liquor License with Outdoor Service Permit for Mexico Lindo, Inc., DBA: Mexico Lindo Grill and Cantina, subject to passage of a fire inspection approved by the building inspector./Move to action.
- f. Approve Class C Liquor License with Living Quarters, Outdoor Service and Sundays Sales Permit for Pamella Miller, DBA: Greenview Cocktail Club./Move to action.
- g. Resolution 1309, approving the City of West Branch Financial Management Policies./Move to action.
- h. Resolution 1335, setting salaries for appointed officers and employees of the City of West Branch, Iowa for the fiscal year 2015-2016./Move to action.
- i. Resolution 1338, approving easements for Alliant Energy projects./Move to action.
- j. Resolution 1346, approving Change Order Number One, increasing the contract amount by \$2,302.50 to L.L. Pelling Company, Inc. for the Parkside Drive Road Improvements Project./Move to action.
- k. Resolution 1347, setting the date for sale of General Obligation Corporate Purpose Bonds, Series 2015 and authorizing the use of a preliminary official statement in connection therewith./Move to action.
- l. Resolution 1348, approving an engineering services agreement with HBK Engineering, LLC for a stormwater best management practices feasibility study in an amount not to exceed \$9,605./Move to action.
- m. Resolution 1349, approving annual insurance renewals with the Iowa Communities Assurance Pool (ICAP) and the Iowa Municipalities Workers Compensation Association (IMWCA) for Fiscal Year 2016./Move to action.
- n. Resolution 1350, approving the purchase of a 2015 Dodge Durango Police Department Vehicle./Move to action.

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**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  
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## **CITY COUNCIL MEETING AGENDA** **Monday, June 29, 2015 • 7:00 p.m. (continued)** **City Council Chambers, 110 North Poplar Street** *Action may be taken on any agenda item.*

- o. Resolution 1351, approving two partnership agreements between the City of West Branch and the Herbert Hoover National Historic Site./Move to action.
  - p. Resolution 1352, accepting public improvements constructed in Cookson Subdivision, West Branch, Iowa./Move to action.
  - q. Resolution 1353, approving an engineering agreement with French-Reneker Associates, Inc. for the West Branch Village Trail Project in the amount of \$17,000./Move to action.
  - r. Resolution 1354, approving an engineering services agreement between Calhoun-Burns and Associates, Inc. and the City of West Branch, Iowa for 2015 bridge inspection and load rating./Move to action.
9. City Staff Reports
- a. Park & Recreation Director Melissa Russell – Hoover’s Hometown Days
  - b. Deputy City Clerk Dawn Brandt – Iowa League of Cities Annual Conference & Exhibit in Cedar Rapids, September 23-25.
  - c. City Administrator Matt Muckler – FY 2015-2016 Annual Budget
  - d. Police Chief Mike Horihan – Police Officer Recruitment Update
  - e. City Attorney Kevin Olson – Appointment and/or Election Process for Filling Mayoral Vacancy
10. Comments from Mayor and Council Members
11. Motion to adjourn to executive session to evaluate the professional competency of an individual whose performance is being considered as part of an annual review process and that individual requests a closed session pursuant to Section 21.5(i) of the Code of Iowa.
12. Resolution 1355, setting the salary for an appointed officer of the City of West Branch, Iowa for the fiscal year 2015-2016./Move to action.
13. Adjournment

*(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**

**June 1, 2015  
7:00 p.m.**

Mayor Pro Tem Miller 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 Leslie Brick, Deputy City Clerk Dawn Brandt, Police Chief Mike Horihan, Library Director Nick Shimmin, and Public Works Director Matt Goodale. Council members: Mary Beth Stevenson and Brian Pierce. Absent: Mayor Worrell, Jordan Ellyson, Tim Shields.

# **APPROVE AGENDA/CONSENT AGENDA**

Approve minutes from the May 18, 2015 City Council Meeting.

Approve claims.

Approve FY16 Cigarette Permit renewals for: Kum & Go LC dba Kum & Go #24, Fisher's Market Nauvoo IL Inc. dba Dewey's Jack & Jill, Casey's Marketing Company dba Casey's General Store #2524, and Shivji LLC, dba BP Amoco.

Approve destruction Form per the Record Retention Manual for Iowa Cities,

Motion by Stevenson, second by Pierce to approve agenda/consent agenda. AYES: Stevenson, Pierce, Miller.

Absent: Ellyson, Shields. Motion carried.

Date 6-1-15

City of West Branch  
Claims Report

ASFP Inc	Water- Membership & Exam Fees	230.00
Bankers Trust Company	Debt Serv - Go Bond 2013 Loan	176,120.00
Blue Cross Blue Shield	Insurance	11,096.86
Brandt, Dawn	Adm/M&C- Reimb For Conf Exp	672.08
Brick, Leslie	Admin - Reimb For Batteries & Mileage	21.83
Copyworks	Park&Rec - Printing	243.75
Corso, Amber	P&R - Youth Umpire	25.00
Culligan Water	Fire - Water Cond Rental	33.95
Dearborn National Insurance	Life Insurance	60.10
EFTPS	Federal Withholdings	6,573.65
Fenner, Coleman	P&R - Youth Umpire	100.00
Herb N Lou's	Park&Rec - Gift Cert	30.00
Iowa DNR	Water - Operator Cert Renewal	360.00
Iowa Dept Of Revenue	Payroll Expense	977.38
Iowa Finance Authority	Water Sinking Fund - SRF Loan	56,025.00
IPERS	IPERS	8,437.70
John Deere Financial	Sewer - Supplies	100.97
Lewis, Devin & Breanna	Refund Bldg Permit Fee	83.25
Liberty Communications	Various Depts - Phone Service	1,196.28
Mariachi Azteca	Comm&Cult- Summer Concert	1,200.00
Matt Parrott	Admin - Window Envelopes	124.41
Mediacom	Cable - Service	40.90
Moss, Howard	Stormwater Reimb For Bmp Proj.	245.64
Payroll Expense	Payroll Expense - 5-29-15	28,379.16
Russell, Melissa	P&R - Reimb For Ys Supplies	51.72
Terence Goerd	Admin - Building Inspections	280.00
Treasurer State Of Iowa	State Withholding Tax	2,354.00
Trugreen Processing Center	Park&Rec - Service Lions Field	365.00
United States Treasury	Payroll Expense	1,366.98
UPS	Sewer - Shipping	52.68
Verizon Wireless	Various Depts - Phone Service	774.64
Windstar Lines	P&R - Deposit For 8/20/15 Trip	119.80
	Grand Total	297,742.73

Fund Totals

001 General Fund	12,928.96
022 Civic Center	43.12
031 Library	1,823.26
110 Road Use Tax	209.17
112 Trust And Agency	11,447.68
226 Go Debt Service	176,120.00
600 Water Fund	5,540.02
603 Water Sinking Fund	56,025.00
610 Sewer Fund	4,980.72



## COMMUNICATIONS/OPEN FORUM

### PUBLIC HEARING/NON-CONSENT AGENDA

#### Councilperson Mary Beth Stevenson - Appointments/Reappointments/Move to action.

Stevenson reviewed West Branch Fire Department's cadet volunteer Cole Tisinger's application and was impressed. In his application, he commented that this is something he always wanted to do and also enclosed two letters of recommendation from teachers.

Motion by Pierce, second by Stevenson. AYES: Pierce, Stevenson, Miller. Absent: Ellyson, Shields. Motion carried.

#### Resolution 1343, recognizing the 125<sup>th</sup> Anniversary of Scattergood Friends School & Farm Founding./Move to action.

Stevenson read Resolution 1343 and thanked Scattergood for their presence in the community. Christine Ashley, Head of Scattergood School was present and thanked the City Council for the recognition.

Motion by Stevenson, second by Pierce. AYES: Stevenson, Pierce, Miller. Absent: Ellyson, Shields. Motion carried.

#### Herbert Hoover National Historic Site Superintendent Pete Swisher – Music on the Village Green Concert Series.

Swisher handed out flyers for Music on The Village Green and program and events happening in the National Park this summer. He also thanked the Council for the opportunity to voice the commercials on KCJJ that are advertising the activities happening in West Branch.

#### Herbert Hoover National Historic Site Superintendent Pete Swisher – Partnership Agreements between the Herbert Hoover National Historic Site and the City of West Branch.

Swisher thanked the City for their donation to the National Park Service. He also summarized the Partnership Agreement that has been drafted for review on how the money the City donated will be used. The objective of the agreement is to bolster public programs and educational experiences offered at Herbert Hoover National Historic Site.

#### Third Reading of Ordinance 730 amending Title "Building Permit Fees," Chapter 155 "State Building Code."/Move to action.

Motion by Stevenson, second by Pierce. AYES: Stevenson, Pierce, Miller. Absent: Ellyson, Shields. Motion carried.

##### 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 1st day of June, 2015.

First Reading: May 4, 2015

Second Reading: May 18, 2015

Third Reading: June 1, 2015

Colton Miller, Mayor Pro Tem

Attest:

Matt Muckler, City Administrator/Clerk

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

John Fuller, member of the Historic Preservation Commission addressed the Council with regard to his suggestion on the motion to create an Ordinance to allow projecting signs on Heritage Square. This suggested change refers to allowing signage on the west side of Heritage Square and not the east side.

Motion by Pierce, second by Stevenson. AYES: Pierce, Stevenson, Miller. Absent: Ellyson, Shields. Motion carried.

Resolution 1344, approving the West Branch High School Phase 2 Parking and Site Improvements Site Plan./Move to action.

John Fuller, member of the Planning & Zoning Commission addressed the Council with regard to his motion to approve the Site plan as a resolution with provisos. He stated that he had concerns with the amount of asphalt that will be used and requested that Best Management Practices be utilized with this project. Brian Boelk, HBK Engineering LLC was present and addressed Fuller's and the Council's concerns. He indicated that they have taken the recommendations from P&Z and have made some adjustments to handle storm water runoff more effectively.

Motion by Stevenson, second by Pierce. AYES: Stevenson, Pierce, Miller. Absent: Ellyson, Shields. Motion carried.

Public Hearing on proposal on entering into a General Obligation Loan Agreement.

Entered public hearing at 7:32 p.m. No comments from the public. Closed public hearing at 7:33 p.m.

Resolution 1345, taking additional action with respect to a General Obligation Corporate Purpose Loan Agreement./Move to action.

Muckler stated that this loan would be used for CIP projects including 4<sup>th</sup> Street and Main Street intersection crossings.

Motion by Pierce, second by Stevenson. AYES: Pierce, Stevenson, Miller. Absent: Ellyson, Shields. Motion carried.

Resolution 1307, approving an amendment to that certain trash removal and recycling agreement with Johnson County Refuse, Inc./Move to action.

Steve Smith from Johnson County Refuse was present and informed the Council that the request for collecting hazardous materials was not an option but did say that composting and annual tags were being taken under consideration for the future.

Motion by Stevenson, second by Pierce. AYES: Stevenson, Pierce, Miller. Absent: Ellyson, Shields. Motion carried.

Resolution 1324, approving a purchase with Recycle Away Systems and Solutions in the amount of \$532.92 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.

Motion by Stevenson, second by Pierce. AYES: Stevenson, Pierce, Miller. Absent: Ellyson, Shields. Motion carried.

Resolution 1325, approving a donation for the Iowa Military Veterans Band in the amount of \$1,000.00 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.

Motion by Stevenson, second by Pierce. AYES: Stevenson, Pierce, Miller. Absent: Ellyson, Shields. Motion carried.

Resolution 1328, approving a purchase with Ribbons Galore for parade ribbons in the amount of \$70.25 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.

Motion by Stevenson, second by Pierce. AYES: Stevenson, Pierce, Miller. Absent: Ellyson, Shields. Motion carried.

Resolution 1329, approving a purchase with Zephyr Copies & Design for signage and t-shirts in the amount of \$1,643.20 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.

Motion by Stevenson, second by Pierce. AYES: Stevenson, Pierce, Miller. Absent: Ellyson, Shields. Motion carried.

Resolution 1330, approving an agreement with the City of Coralville for stage rental in the amount of \$475.00 for the Hoover's Hometown Days Celebration on August 8, 2015./Move to action.

Motion by Stevenson, second by Pierce. AYES: Stevenson, Pierce, Miller. Absent: Ellyson, Shields. Motion carried.

Resolution 1340, approving an engineering services agreement for 4<sup>th</sup> Street Improvements with Veenstra & Kimm, Inc. in an amount not to exceed \$65,000./Move to action.

Motion by Stevenson, second by Pierce. AYES: Stevenson, Pierce, Miller. Absent: Ellyson, Shields. Motion carried.

Resolution 1341, approving an engineering services agreement for Main Street Intersection Improvements with Veenstra & Kimm, Inc. in an amount not to exceed \$35,000./Move to action.

Motion by Stevenson, second by Pierce. AYES: Stevenson, Pierce, Miller. Absent: Ellyson, Shields. Motion carried.

Resolution 1342, approving a water tower and clear well cleaning and inspection agreement with Midco Diving & Marine Services, Inc. in the amount of \$2,875./Move to action.

Motion by Stevenson, second by Pierce. AYES: Stevenson, Pierce, Miller. Absent: Ellyson, Shields. Motion carried.

## **CITY STAFF REPORTS**

### Deputy City Clerk Leslie Brick – Upcoming City Council Work Sessions

Brick stated that the June 22<sup>nd</sup> City Council meeting will begin in Heritage Square at 6:30 p.m. with presentations given by my Historic Preservation Chair Lou Picek and Historic Preservation Commission member Peggy Jeffries on the future beautification ideas for the area. The regular meeting will move to the Council Chambers and begin at 7:00 p.m. She also noted that the next joint work session with the West Branch Community School Board will be held from 6:00-7:00 p.m., Monday, July 20<sup>th</sup>.

### Library Director Nick Shimmin- Summer Reading Program

Shimmin discussed the upcoming summer reading programs for the summer. Friday, June 5<sup>th</sup> marks the kick-off event with a super hero party which will include a bounce house and snow cones. Lots of fun prizes will be given away. Shimmin reminded everyone to check the Library website for more information.

### Public Works Director Matt Goodale – Parkside Road Improvements Project

Goodale reported the Parkside Road Improvement Project will begin on June 15<sup>th</sup>. Lane closures will be expected however access to and from the interstate will be open at all times. The project is expected to last approximately 30 days, weather permitting.

### Public Works Director Matt Goodale – Water System Improvements at the intersection of W. Orange and Oliphant St.

Goodale reported that storm water infrastructure repairs will begin on Monday, June 8<sup>th</sup> at the intersection of W. Orange and Oliphant St. This will include Oliphant Street south to Hoover School which will close this section for the length of the project. Lynch's Excavating will be doing the work and the project is expected to last three weeks, weather permitting.

Deputy City Clerk Dawn Brandt – International Institute of Municipal Clerks Annual Conference

Brandt reported that she attended the IIMC annual conference from May 18<sup>th</sup> through May 21<sup>st</sup> in Hartford, Connecticut. Brandt attended classes in records management, social media, technology, fraud and also attended several motivational sessions. Brandt was able to attend this conference from proceeds she earned with a scholarship. Brandt said she enjoyed the conference and hopes to attend next year's in Omaha, Nebraska.

**COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Councilperson MaryBeth Stevenson – Storm water BMP Feasibility Study

Stevenson commented that she would like to see the Council be more proactive when initiating future CIP projects to include BMP with construction costs. She also felt that it would be a good use of City funds to utilize this practice.

Mayor Pro Tem Colton Miller –West Branch Village Trail Project

Miller asked if the City would contact the Reap Program regarding the project funds. Due to unforeseen construction delays, Miller was concerned that grant funds may be jeopardized. Brandt confirmed that she was in contact with the DNR who awarded the grant and that the City had until December 31, 2016 to spend the funds.

Pierce also wanted to comment and give Chief Horihan positive feedback on the recent Bear Stampede. Pierce reported that the police department did an excellent job. Miller also complimented the Chief on his performance with the recent police activities in town.

**ADJOURNMENT**

Motion to adjourn meeting by Pierce, second by Stevenson. Motion carried on a voice vote. City Council meeting adjourned at 8:25 p.m.

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Colton Miller, Mayor Pro Tem

ATTEST: \_\_\_\_\_  
Leslie Brick, Deputy City Clerk

RESOLUTION NO. 1326

RESOLUTION APPROVING AN AGREEMENT WITH DANIKA HOLMES IN THE AMOUNT OF \$1,000.00 FOR THE HOOVER'S HOMETOWN DAYS CELEBRATION ON AUGUST 8, 2015.

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

WHEREAS, the planning committee plans every year for entertainment on the Main Street; and

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

WHEREAS, the fiscal year 2015-2016 budget includes funding for entertainment on Main Street; and

WHEREAS, Danika Holmes has provided an agreement to provide entertainment on the Main Street Stage in the amount of \$1,000.00; 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 Danika Holmes is hereby approved. Further, the Mayor Pro Tem is directed to execute the agreement on behalf of the City.

Passed and approved this 29th day of June, 2015.

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Colton Miller, Mayor Pro Tem

ATTEST:

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Matt Muckler, City Administrator/Clerk

### **CONTRACT FOR MUSICAL/ENTERTAINMENT SERVICES**

Contracted Artist(s): Danika Holmes, PO Box 1725 Madison, TN 37116. 563-650-5717

Purchaser: Representative: Mackenzie

Event: City of West Branch Concert- August 8th- 11am-12

Address: \_\_\_\_\_

City, State: West Branch, IA Phone Number: \_\_\_\_\_

This agreement ensures the performance of **Danika Holmes** (Herein referred to as Artist) at the event listed above on August 8th.

#### **Performance:**

- **Standard Performance Fee: \$1000.00**
- Artist shall perform a continuous performance of less than 90 minutes (acoustic set)

#### **Merchandise:**

- Please provide a table for artist merchandise to be displayed/purchased. Artist retains 100% of merchandise sales.

#### **Other:**

- Payment shall be made: **CASH or CHECK** from Purchaser to Artist, and unless agreed upon by both parties, deliverable **BEFORE** Artist performs.
- Purchaser will provide full sounds system and sound engineer for performance. Please provide artist with name/contact info for sound engineer two weeks before performance.
- Travel/lodging costs have been waived by the artist.
- Cancellation of a concert with less than 30 days notice for any reason (including weather, fire, power outages, other acts of God, etc.) requires full payment to Artist.
  - Change of venue may be made with the approval of Artist.
- Videotaping is NOT allowed during performances unless agreed to by Artist.

This agreement is hereby accepted and approved by the undersigned representatives for the Purchaser and Artist(s), and may not be altered or modified without written approval and consent of both parties:

Artist: \_\_\_\_\_

Purchaser: \_\_\_\_\_

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

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

RESOLUTION NO. 1327

RESOLUTION APPROVING AN AGREEMENT WITH MIKE & THE IKE TURNERS IN THE AMOUNT OF \$350.00 FOR THE HOOVER'S HOMETOWN DAYS CELEBRATION ON AUGUST 8, 2015.

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

WHEREAS, the planning committee plans every year for entertainment on the Main Street; and

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

WHEREAS, the fiscal year 2015-2016 budget includes funding for entertainment on Main Street; and

WHEREAS, Mike & the Ike Turners have provided an agreement to provide entertainment on the Main Street Stage 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 Mike & The Ike Turners is hereby approved. Further, the Mayor Pro Tem is directed to execute the agreement on behalf of the City.

Passed and approved this 29th day of June, 2015.

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

ATTEST:

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

Mike & The Ike Turners  
2740 Boston Ave  
Des Moines, IA 50310  
**515-249-2852**

# INVOICE #123

6.16.2015

## BILL TO

West Branch Iowa  
Leslie@westbranchiowa.org

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Perform: Aug. 8 2015 (3:30PM-5:00PM)	350.00	350.00
	SUBTOTAL		350.00
	SALES TAX		
	SHIPPING & HANDLING		
	TOTAL DUE BY [SELECT DATE]		350.00

Thank you for your business!



RESOLUTION NO. 1331

RESOLUTION APPROVING AN AGREEMENT WITH THE JOHNNY KILOWATT BAND IN THE AMOUNT OF \$700.00 FOR THE HOOVER'S HOMETOWN DAYS CELEBRATION ON AUGUST 8, 2015.

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

WHEREAS, the planning committee plans every year for entertainment on the Village Green; and

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

WHEREAS, the fiscal year 2015-2016 budget includes funding for entertainment on the Village Green; and

WHEREAS, the Johnny Kilowatt Band has provided an agreement to provide entertainment on the Village Green in the amount of \$700.00; 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 Johnny Kilowatt Band is hereby approved. Further, the Mayor Pro Tem is directed to execute the agreement on behalf of the City.

Passed and approved this 29th day of June, 2015.

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Colton Miller, Mayor Pro Tem

ATTEST:

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Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1332

RESOLUTION APPROVING AN AGREEMENT WITH PORT O JONNY, INC. FOR PORT-A-POTTIES IN THE AMOUNT OF \$868.00 FOR THE HOOVER'S HOMETOWN DAYS CELEBRATION ON AUGUST 7-8, 2015.

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

WHEREAS, the planning committee plans every year for family friendly entertainment; and

WHEREAS, the planning committee also plans for port-a-potties and hand washing stations; and

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

WHEREAS, the fiscal year 2015-2016 budget includes funding for port-a-potties and hand washing stations; and

WHEREAS, the Port O Jonny, Inc. has provided an agreement to provide port-a-potties in the amount of \$868.00; 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 Port O Jonny, Inc. is hereby approved. Further, the Mayor Pro Tem is directed to execute the agreement on behalf of the City.

Passed and approved this 29th day of June, 2015.

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Colton Miller, Mayor Pro Tem

ATTEST:

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Matt Muckler, City Administrator/Clerk

**Port O Jonny, Inc.**

2740 Stonegate Court

Hiawatha, Ia 52233

**319 378.8900**

Address Service Requested

**Invoice****Invoice Date**

6/16/2015

**Invoice Number**

12702

**Customer:**

City of West Branch

304 E Main Street

PO Box 218

West Branch, Iowa 52358

**Delivery Location:**

Hoover Home Town Days

"BRING THE INDOORS TO YOUR OUTDOOR  
EVENT"

Visit us at [www.portojonny.com](http://www.portojonny.com)  
or [www.facebook.com/portojonny](http://www.facebook.com/portojonny)

Website Address	E-Mail		P.O. No.	Terms
<a href="http://www.portojonny.com">www.portojonny.com</a>	<a href="mailto:chris@portojonny.com">chris@portojonny.com</a>			N 45
Item	Service Description	Quantity	Rate	Amount
Reg. Unit	Hometown Days August 7-8, 2015	4	62.00	248.00
Handi Unit	Regular Unit No Service Special Event	5	62.00	310.00
Sink	Handicap Unit No Service Special Event	5	62.00	310.00
	Double Sink No Service Special Event		7.00%	0.00
	Sales Tax			
<p>This is a written copy of the verbal contract placing an order for portable sanitation. All cancellations must be done via the telephone, at least 5 days prior to the scheduled delivery date. The portable sanitation unit will be delivered unless cancelled and payment will be expected, without exception. Thank you for your understanding and cooperation.</p> <p>Please include invoice number with payment. The bill to party is responsible for all damages while units are in their possession. We offer a damage waiver for a small fee.</p>			<b>Invoice Total</b>	\$868.00
			<b>Payments</b>	\$0.00
			<b>Balance Due</b>	\$868.00

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

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

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

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

**Name of Board or Commission:** \_\_Library Board\_\_      **Date:** \_\_June 9, 2015\_\_

**Your Name:** \_\_Michelle Carter\_\_      **Street Address:** \_\_156 Ohrt St \_\_

**Do you live within the corporate limits of West Branch?** Yes

**How long have you been a resident of West Branch?** \_\_1 year\_\_

**Occupation:** \_\_PT Business Education Teacher and PT Library Associate\_\_ **Employer:** \_\_West Branch High School\_\_

Optional Questions (use back of application if necessary)

**What experience and/or skills do you have that might especially qualify you to serve on this board or commission?** *My family and I are avid readers who frequent the library often. We really value what the library offers to the community and I feel strongly about supporting the library. Finally, since I have both a business and an education degree I feel like I have the knowledge and skills as well as the passion to contribute to the sound management and growth of the library.*

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

*I feel I can help make an even stronger link between the public library and the high school where I work. I also have very good organizational skills and can frequently find ways to make things work with the creative use of limited resources. Finally, I also tend to find ways to make processes and procedures efficient, oftentimes by offering my expertise in using technology.*

ORDINANCE NO. 731

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

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

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

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

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

Passed and approved this 29th day of June, 2015.

First Reading: June 29, 2015

Second Reading:

Third Reading:

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Colton Miller, Mayor Pro Tem

Attest:

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Matt Muckler, City Administrator/Clerk

## **CHAPTER 29**

### **ZONING BOARD OF ADJUSTMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## CHAPTER 29

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

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

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

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

(from Iowa Code 414.9)

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

(from WB City Code — P&Z 23.04)

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

(from WB City Code - Zoning Regs 165.21)

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

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

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

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

(from WB City Code - Zoning Regs 165.22)

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

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

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

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

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

ORDINANCE NO. 732

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

1. BE IT ENACTED by the City Council of West Branch, Iowa, that the Appendix of the Code of Ordinances of the City of West Branch, Iowa is hereby amended by deleting the last sentence in Section II of the *Standards for Signage Design and Display* in its entirety and inserting in lieu thereof:

**Only the following signs shall be permitted in the Heritage Square area, including South Downey Street and the intersections of South Downey with Wetherell Street and Main Street:**

**a. Applied signs.**

**b. Projecting signs on the east side of the Heritage Square area.**

2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
4. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 29th day of June, 2015.

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

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Colton Miller, Mayor Pro Tem

Attest:

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Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 733

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

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

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

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

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

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

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

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

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

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

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

Passed and approved this 29th day of June, 2015.

First Reading: June 29, 2015

Second Reading:

Third Reading:

---

Colton Miller, Mayor Pro Tem

Attest:

---

Matt Muckler, City Administrator/Clerk

**CLERK'S CERTIFICATE**

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

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

**CLERK'S CERTIFICATE**

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

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

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

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

RESOLUTION NO. 1309

RESOLUTION APPROVING THE CITY OF WEST BRANCH FINANCIAL  
MANAGEMENT POLICIES

WHEREAS, the City Council of the City of West Branch would like to provide guidance on the City's financial management system; and

WHEREAS, the Council's intent is to support a sound and efficient financial management system which best utilizes resources and provides an acceptable service level to the citizens of West Branch; and

WHEREAS, a set of policies was presented to the Council for their consideration at the May 4, 2015 City Council Meeting; and

WHEREAS, the Council now wishes to officially adopt these policies.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, that the City of West Branch Iowa Financial Management Policies, attached as "Exhibit A" is approved.

Passed and approved this 29th day of June, 2015.

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Colton Miller, Mayor Pro Tem

ATTEST:

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Matt Muckler, City Administrator/Clerk



### City of West Branch Iowa Financial Management Policies

The following financial policies have been developed to provide guidance to the City's financial management system. The City's intent is to support a sound and efficient financial management system which best utilizes resources and provides an acceptable service level to the citizens of West Branch. The following statements are not intended to restrict the City Council's authority in determining service needs and or/ activities of the City. These financial policies do not limit the City Council's ability and responsibility to respond to service delivery needs above or beyond these policies. The City Council as a policy making group is still accountable for the efficient and responsive operation of the City.

#### 1. OBJECTIVE OF CASH MANAGEMENT POLICY

The City Council of the City of West Branch is the trustee of the public revenues which it collects, and it therefore has an obligation to the community to ensure that the city's cash resources are managed effectively, efficiently and as economically as possible. This policy represents principles and practices that follow generally accepted accounting principles which should be used to help the city maintain financial stability.

The support of and commitment to the city's credit control policy, by the council and the city's officials, is an integral part of proper cash management, and by approving this policy the council pledges itself to such support and commitment.

#### 2. EFFECTIVE CASH MANAGEMENT

##### 1. Cash Collection

All monies due to the city must be collected as soon as possible, either on or immediately after due date, and deposited on a daily basis. Any delinquent amounts should be pursued vigorously in any legal manner to include:

- Utility shut offs as provided by local ordinance and state law
- Income Offset through the Department of Administrative Services
- Certification to taxes through the County Treasurer
- Third party collection agencies

The respective responsibilities of the City Administrator, Deputy Clerk and other Department Directors are defined in this document. Where practical, all receipts should be handled by City Clerk's office. Off sight collections shall be promptly delivered to the city office and deposited into City approved accounts. Each off sight collection point will be insured/bonded as necessary.

##### 2. Payments to Creditors

The Deputy Clerk shall ensure that all bids and quotations invited by and contracts entered into by the city stipulate payment terms favorable to the city, for example, payment should fall due no sooner than at the conclusion of the month following the month in which a particular service is rendered to or goods are received by the city and approved by the Council. This rule shall be departed from only where there are financial incentives for the city to effect earlier payment, and preauthorized by resolution of the council, such as

## Exhibit A

payroll, or payroll taxes. Any early payment shall be approved by the city council at the next Council meeting.

Notwithstanding the foregoing policy directives, the Deputy Clerk shall make full use of any extended terms of payment offered by suppliers and not settle any accounts earlier than such extended due date, except if it is determined that there are financial incentives for the city to do so.

Special payments to creditors shall only be made with the express prior approval of the city council, who shall be satisfied that there are compelling reasons for making such payments prior to the normal monthly processing.

### 3. Management of Inventory

Each department director shall ensure that the inventory in their department does not exceed what is normally required in those cases where items which are not readily available from suppliers, and emergency requirements in the case of items which are readily available from suppliers.

Each department director shall periodically review the levels of inventory held, and shall ensure that any surplus items be made available for sale at a public auction or by other means of disposal, as provided in the city's policies.

### 4. Cash Management Program

An annual estimate will be prepared of the city's cash flows divided into calendar months. The estimate shall indicate when and for what periods and amounts idol revenues may be invested, when and for what amounts investments will have to be liquidated, and when – if applicable – either long-term or short-term debt must be incurred. Department directors shall furnish the City Administrator all cash flow information as is required for large dollar items. The threshold for this notification shall be \$ 5,000.00.

## SECTION 3: OPENING OF BANK ACCOUNTS

City of West Branch shall maintain bank accounts. Each bank account must be in the name of the city, and all monies received by the city must be paid into this bank account or accounts, promptly and in accordance with any requirements that may be prescribed.

A bank account may not be opened:

- other than in the name of the city;
- abroad; or
- with an institution not recognized as a bank in the State of Iowa.

## SECTION 4: CONTROL OF MUNICIPAL BANK ACCOUNTS

The Deputy Clerk of the city must administer all of the city's bank accounts, is accountable to the city council for the city's bank accounts, and must enforce compliance with city purchasing policies.

## SECTION 5: WITHDRAWALS FROM CITY BANK ACCOUNTS

Only the City Administrator and Deputy Clerk of the city, or other city official of the city acting on the written authority of the city council, may withdraw money or authorize the withdrawal of money from any of the city's bank accounts. All money will be withdrawn by pre-numbered check or electronic transfer from the city's bank account only with approval of the city council. Such withdrawals may be made only to:

- transfer money from checking account to money market or savings account or vice versa.
- to defray expenditures appropriated in terms of an approved budget.
- pay to another government agency money received by the city on behalf of the agency, including money collected by the city on behalf of the agency by agreement, or any insurance or other payments received by the city for the agency (sales tax, or sub-recipients for grants, payroll taxes, IPERS, sales tax, debt payments, for example).
- refund money incorrectly paid to the city or consumer deposits with the city for utilities, in accordance with city policy.
- refund guarantees, sureties and security deposits.
- make investments for cash management purposes in accordance with the city's investment policy.

## SECTION 6: CASH MANAGEMENT AND INVESTMENTS

The City Council of West Branch, Iowa does hereby name the following as official depositories for City funds and sets the maximum amount of deposit opposite the name of each institution:

DEPOSITORY NAME	MAXIMUM DEPOSIT
Community State Bank, West Branch IA	\$3,000,000
US Bank, West Branch, IA	\$250,000
University of Iowa Community Credit Union, Iowa City, IA	\$250,000
Hills Bank & Trust Company, Iowa City, IA	\$250,000
Liberty Trust & Savings Bank, Tipton, IA	\$250,000
West Liberty State Bank, West Liberty, IA	\$250,000

An investment policy has been established and approved by City Council Resolution 964 in 2011.

A monthly report describing the activity of investment purchases will be submitted to the City Council at the end of each month.

## SECTION 7: REVENUE MANAGEMENT

### Revenue Policy

The Deputy Clerk of the city is responsible for the management of the revenue of the city. The Deputy Clerk, must, among other things, take all reasonable steps to ensure that all money received is promptly deposited in accordance with the requirements of this policy into the city's primary and other bank accounts. The Deputy Clerk must also ensure that all revenue received by the city, including revenue received by any collecting agent on its behalf, is reconciled on a

## Exhibit A

monthly basis. The Deputy Clerk must take all reasonable steps to ensure that any funds collected by the city on behalf of another governmental agency are transferred to that agency as prescribed by the agreement or grant contract but at least on a quarterly basis, and that such funds are not used for purposes of the city.

1. The City will initiate efforts to maintain a diversified and stable revenue system in an attempt to avoid short run fluctuations in any one revenue source.
2. Annual revenues will be estimated by an objective, and whenever possible analytical process.
3. Existing revenue sources will be re-examined annually with new revenue sources investigated during the annual budget preparation process.
4. Revenues will be estimated at a level to fund estimated expenditures on an annual basis. Revenues may exceed expenditures if the fund balances of any fund needs to be increased to meet minimum balance requirements. Additionally, surplus fund balances may supplement revenues in order to fund estimated expenditure levels.
5. Property tax revenue collections will be established through a tax levy rate for general operations which will not exceed limits stated by the Iowa Code. This increase will not include levy collections due to natural growth of the City but will include any state mandated equalization orders.
6. In relation to enterprise funds which have been established to support expenditure levels, user fees and charges will be established to fund direct and indirect costs of the activity whenever feasible.
7. Licenses, fees and charges: The City will review licenses, fees and charges annually to determine if the revenues support the cost of providing the service. Adjustments will be made in the same manner as the enabling legislation.
8. User fees in other governmental areas such as recreational services will be established at a level which will not inhibit participation by all. The City will attempt to establish all user charges and fees at levels sufficient to cover the full cost (operating, direct and indirect) of providing proprietary services. Rate adjustments will be done by ordinance if state or locally legislated, or by resolution if not legislated by state or local code.
9. All user fees and charges will be re-evaluated on an annual basis during the budget preparation process.
10. One-time or special purpose revenues such as grant funds will be utilized to fund capital expenditures or expenditures required by that revenue. Such revenues will not be used to subsidize reoccurring personnel, operating, and maintenance costs.
11. The City will on a continuous basis seek methods to reduce the City's reliance on the property tax through seeking legislative support for local option taxes, investigating additional non-property tax revenue sources, and encouraging the expansion and diversification of the City tax base with residential, commercial and industrial development.

### SECTION 8: RECEIPT MANAGEMENT & INTERNAL CONTROL

Proper control of cash and receivables is very important to the City. This is especially difficult (particularly with a limited staff) because a true segregation of duties and establishment of internal controls requires a clear-cut separation of activities. This is very challenging when responsibilities are shared. Without proper controls and policies, cash can be easily misappropriated; therefore, in accordance with good internal control, the following procedures need to be monitored and control must be established.

1. RECEIPT NUMBERING - All receipts must be pre-numbered, out of the control of those receiving cash or cash equivalents.
2. RETURNED CHECKS - from customer payments: Customers are mailed a letter notifying them of the NSF check, amount of the bill due and the \$30.00 service charge by the City of West Branch for NSF checks. A service charge in the amount of \$30.00 shall be assessed to any customer whose payment is not honored by the customer's financial institution for any reason when presented. The service charge shall be in addition to the late payment penalty. If two or more payments are dishonored within a twelve-month period, the City may require future payments in cash, cashier's check or money order. Such cash, cashier's check or money order payments shall be maintained until account has not been delinquent for twelve (12) consecutive months. (Ord. 640)
3. CASH DEPOSITS - Not less than daily, the Deputy Clerk, shall deposit all receipts of the City in accounts designated for such purpose in legal depositories, authorized by the City Council.
4. DIRECT DEPOSITS - ACH REMITTANCES. THIS IS A FORM OF ELECTRONIC FUNDS TRANSFER (EFT) - Revenues due to the city such as property taxes, Road Use Tax Allocations, or grant programs may be deposited directly into the accounts of the City with authorization of the Deputy Clerk and the respective agency. This method of fund transfer can be initiated by either the payer or the City. This transaction may incur some expense from the bank and bookkeeping departments.
5. SEPARATION FROM DUTIES. With limited staff each clerk handles cash or has the ability to process payroll, accounts receivable or accounts payable. This is part of cross training. Internal controls that are in place: the Deputy Clerk reconciles all financial transactions, investments and utility billing records monthly. The City Administrator reviews the financial reconciliations, accounts payable claims and payroll time sheets each month.

### SECTION 9: DISBURSEMENTS AND CHECK MANAGEMENT

1. Checks should pre-number and are printed in batch format. To prevent the removing of checks, checks should be delivered in sealed boxes where strict control is exercised over the numerical sequence of checks on the expenditure system (a check register).

## Exhibit A

2. Delegation/Rights for Disbursement (paper and electronic) execution:
3. The incumbents of the following positions are authorized to sign checks on behalf of Council:
  4. A-Signatory: City Administrator, Deputy Clerk, and Mayor.
5. Each payment needs to be signed by two signatures. Blank checks are never to be signed in advance. All invoices and other documentation should accompany the paper checks for payment so verifications of amount and appropriateness of purchase can be done.
6. Authorization should be done by two individuals, same as for checks above.

### SECTION 10: FINANCIAL REPORTING

1. Monthly banking reports
2. Each account of the city shall be reconciled on a monthly basis.

Monthly financial reports to the council must include (at a minimum):

  - (a) Each investment to include the ownership of the investment by fund.
  - (b) Any changes to the investment portfolio during the reporting period.
  - (c) Summary of all receipts and disbursements made during the month by fund.
  - (d) Amounts of outstanding checks.
  - (e) Bank balances for each account in the city's name.
3. The Deputy Clerk shall report to the city council, the actual cash received and disbursed for the month, the cumulative to date, as well as the budgeted estimates or revised estimates of the anticipated revenue and expenditures for the remaining months of the fiscal year.
4. The City Administrator and Deputy Clerk shall also prepare all annual reports as required by federal, state or local requirements with presentation to or approval by the council as appropriate.
5. Audits shall be done in accordance with Iowa Code requirements by an external CPA firm versed in municipal audit requirements or State Auditor's office.

### SECTION 11. CASH RESERVE POLICIES

Operating cash balances at fiscal year-end will be maintained at a level to ensure sufficient cash flow throughout the fiscal year as follows:

1. The General Fund cash balances shall be maintained at 25% of the annual expenditures.
2. All general obligation debt will be paid from the Debt Service Fund. All enterprise revenues pledged to abate general obligation issues will be a budgeted transfer to the Debt Service Fund.
3. All reserves required by bond covenant or other external agreements shall be allocated to the fund required (not comingled with the general fund reserve).

### SECTION 12. OPERATING BUDGET/EXPENDITURE POLICY

1. The City Administrator/Clerk will compile and submit to the City Council a balanced budget by the first Monday in March of each year.
2. The balanced budget will reflect expenditures which will not exceed estimated resources and revenues.

## Exhibit A

3. The operating budget for the City will be developed and established on a service level basis. Any additions, deletions and/or alterations in the operating budget will be related to services to be provided to the general public.
4. The operating budget will emphasize productivity of human resources in providing services, efficient use of available revenue sources, and quality of services to be provided.
5. New service levels will be considered when additional revenues or offsetting reductions of expenditures are identified, the new services fall within the broad framework of the City operation, or when such services are mandated by the State of Iowa or the federal government.
6. Current City expenditures will be funded by current revenues unless specifically approved by the City Council.
7. The City will avoid the postponement of current expenditures to future years, accruing future year's revenues, or utilization of short term debt to fund operating expenditures.
8. The operating budget will provide funding for the on-going maintenance and replacement of fixed assets and equipment. These expenditures will be funded from current revenues and, in the case of replacement of equipment, surplus fund balances in excess of the minimum working balance reserve.
9. The budget will provide adequate funding for all retirement systems as prescribed by state law.
10. A working fund balance for general operations will be maintained in order to support expenditures prior to the collection of taxes.
11. Each year the City will revise current year expenditure projections during the succeeding year's budget preparation process. Costs of operating future capital improvements included in the capital projects budget will be included in the operating budget.
12. The City will participate in a risk management program to minimize losses and reduce costs. This program will also protect the City against catastrophic losses through the combination of insurance, self-insurance, and various federal and state programs.
13. The City will maintain a budgetary control system to monitor its adherence to the approved operating budget.
14. Budget amendments may be made throughout the year with approval of the City Administrator/Clerk. The City Council formally reviews and approves all amendments processed by staff twice a year.
15. The City administration will prepare monthly expense and revenue reports comparing actual revenues and expenditures to budgeted amounts.
16. Department directors shall furnish the City Administrator/Clerk all information as is required for large dollar items. The threshold for this notification shall be \$5,000.00. City Administrator/Clerk shall have authority to authorize purchases, repairs or replacement equipment for water and sewer plants as requested by the Public Works Director, without council approval, up to \$10,000.00 in an emergency situation, to keep the infrastructure operational for the citizens.

SECTION 13 DEBT ADMINISTRATION POLICY

1. The City will limit its long-term borrowing to capital improvements or projects which cannot be financed from current revenues or for which current revenues are not adequate.
2. Long-term borrowing will only be utilized to fund capital improvements and not operating expenditures.
3. The payback period of the bonds issued to fund a particular capital project will not exceed the expected useful life of the project.
4. The City will attempt to keep the average maturity of general obligation bonds at or below 20 years.
5. The City will maintain its debt limitation at 5 percent or less of actual property valuation as mandated by the State of Iowa.
6. Whenever possible, special assessment, revenue and/or general obligation bonds abated by enterprise revenues will be issued instead of general obligation bonds funded by property tax.
7. For those general obligation bonds issued and funded by property taxes, debt service and interest payment schedules shall be established whenever possible in such a manner to provide equalization of debt and interest payments each year for the life of the total outstanding general obligation bonds.
8. The City shall encourage and maintain good relations with the financial and bond rating agencies and prepare any reports so requested by these agencies. Full and open disclosure on every financial report and bond prospectus will be maintained.

SECTION 14. ANNUAL REVIEW OF POLICY

This cash management policy on will be reviewed annually or earlier if so desired by the Council. Any changes to the policy must be adopted by council and be consistent with the Code of Iowa.

SECTION 15. EFFECTIVE DATE

The effective date of this policy shall be upon passage by Resolution No.1309 on this 18th day of May, 2015.



## RESOLUTION 1335

A RESOLUTION SETTING SALARIES FOR APPOINTED OFFICERS AND EMPLOYEES OF THE CITY OF WEST BRANCH, IOWA FOR THE FISCAL YEAR 2015-2016.

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

Section 1. The following persons and positions named shall be paid the salaries or hourly wages indicated and the City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, semi-monthly, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the Council:

Position	Name	Hourly Wage	Basic Hours
Police Chief	Mike Horihan	\$30.48	40
Public Works Director	Matt Goodale	\$26.74	40
Police Sergeant	John Hanna	\$23.54	40
Deputy City Clerk	Dawn Brandt	\$22.77	40
Water/Wastewater Operator	Paul Stagg	\$21.37	40
Lead Water Operator	Tim Moss	\$21.36	40
Police Officer	Alex Koch	\$21.35	40
Safety/Facilities Coordinator	Paul O'Neil	\$20.80	40
Park & Recreation Director	Melissa Russell	\$18.69	40
Deputy City Clerk	Leslie Brick	\$16.75	40
PT Public Works Employee	Gerry Brick	\$15.00	20
PT Public Works Employee	Benjamin Litscher	\$12.50	20
PT Police Officer	Catherine Steen	\$18.50	10
PT Police Officer	Matt Bowers	\$18.50	10
PT Police Officer	Greg Hall	\$18.50	10
PT Police Officer	Bradly Peck	\$18.50	10

PT Police Officer	Jeremy Stenda	\$18.50	10
PT Police Officer	Bode Koranda	\$18.50	10
PT Police Officer	Timothy Horihan	\$18.50	10
PT Park & Rec Employee	Kassie Bailey	\$11.00	10

SECTION 2. All the above employees are subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 3. This resolution will be effective upon final passage of the City Council.

SECTION 4. The hourly wages and salaries established in this resolution shall be effective July 1, 2015.

Passed and Approved this 29th day of June, 2015.

---

Colton Miller, Mayor Pro Tem

ATTEST:

---

Matt Muckler, City Administrator/Clerk

RESOLUTION 1338

RESOLUTION APPROVING THOSE CERTAIN AGREEMENTS WITH  
INTERSTATE POWER AND LIGHT COMPANY IN CONNECTION WITH  
ELECTRICAL LINE AND OVERHANG PROJECTS.

WHEREAS, the City of West Branch was approached by JCG Land Services, Inc. on behalf of Interstate Power and Light Company, also known as Alliant Energy, concerning four perpetual easements with the purpose of upgrading and maintaining the electrical system in West Branch; and

WHEREAS, the four easements are perpetual easements that would provide Alliant Energy with the right, privilege and authority to construct and maintain electrical and telecommunications lines within these easement areas; and

WHEREAS, projects necessary to upgrade the electrical system in these areas cannot be completed until the City of West Branch provides easements to Interstate Power and Light Company; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the above-mentioned easement agreements with Interstate Power and Light Company be and the same are hereby approved. Further, the Mayor Pro Tem and City Clerk are directed to execute said agreements on behalf of the City.

Passed and approved this 29th day of June, 2015.

---

Colton Miller, Mayor Pro Tem

ATTEST:

---

Matt Muckler, City Administrator/Clerk

Prepared By: John Etheredge JCG Land Services, Inc. – 1921 51<sup>st</sup> Street NE Suite 3 – Cedar Rapids, IA 52402 (319) 362-3507  
Return To: John Etheredge JCG Land Services, Inc. – 1921 51<sup>st</sup> Street NE Suite 3 – Cedar Rapids, IA 52402 (319) 362-3507  
SPACE ABOVE THIS LINE FOR RECORDER

### **ELECTRIC LINE EASEMENT (ABOVE GROUND – IPL as Grantee)**

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, City of West Branch, Iowa, a municipal corporation ("Grantor(s)"), ADDRESS: 110 N Poplar St. West Branch, IA 52358 do(es) hereby warrant and convey unto Interstate Power and Light Company, an Iowa Corporation, its successor and assigns, ("Grantee"), a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove an electric and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, equipment and construction for transmitting electricity, communications and all Corporate purposes together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, over and across the following described lands located in the County of Cedar, and the State of Iowa:

**- See Exhibit "A" for Easement area -**

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the line.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair, use of, or which in falling might touch the said line or lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said line or lines, over lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

## GRANTOR(S)

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

By: \_\_\_\_\_  
Matthew Muckler, Administrator/ Clerk

### ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa )

COUNTY OF Cedar ) ss:

On this 29<sup>th</sup> day of June, AD. 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared

Colton Miller

Matthew Muckler

\_\_\_\_\_ to me personally known

or \_\_\_\_\_ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL \_\_\_\_\_  
(Sign in Ink)

\_\_\_\_\_  
(Print/type name)

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

### CAPACITY CLAIMED BY SIGNER

\_\_\_\_\_  
☒ INDIVIDUAL  
☒ CORPORATE  
Title(s) of Corporate Officers(s):  
Mayor Pro Tem  
Administrator/Clerk  
\_\_\_\_\_  
N/A  
\_\_\_\_\_  
Corporate Seal is affixed  
\_\_\_\_\_  
No Corporate Seal procured

\_\_\_\_\_  
PARTNER(s)  
\_\_\_\_\_  
Limited Partnership  
\_\_\_\_\_  
General Partnership

\_\_\_\_\_  
ATTORNEY-IN-FACT  
\_\_\_\_\_  
EXECUTOR(s),  
\_\_\_\_\_  
ADMINISTRATOR(s),  
\_\_\_\_\_  
or TRUSTEE(s):  
\_\_\_\_\_  
GUARDIAN(s)  
\_\_\_\_\_  
or CONSERVATOR(s)  
\_\_\_\_\_  
OTHER

### SIGNER IS REPRESENTING:

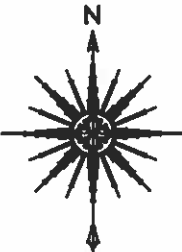
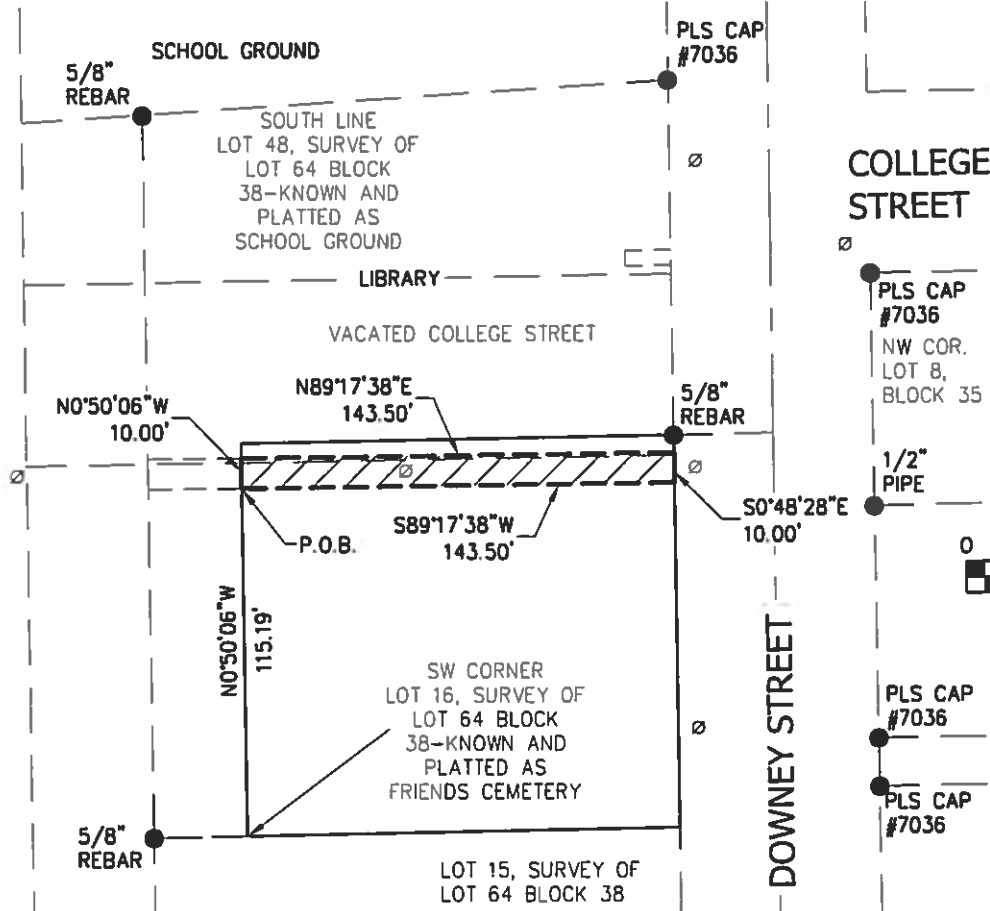
List name(s) of persons(s) or entity(ies):

City of West Branch, Iowa

# UTILITY EASEMENT - EXHIBIT A

A PART OF LOT 15, SURVEY - LOT 64 BLOCK 38  
A PART OF VACATED COLLEGE STREET  
WEST BRANCH, CEDAR COUNTY, IOWA

OVERHEAD  
1,435 SQ. FT.



0 30 60 120  
SCALE IN FEET

## SITE LOCATION

FRIENDS CEMETERY  
DOWNEY ST.  
WEST BRANCH, IA 52358

SE1/4 SE1/4  
SEC. 6-79-4W

## OWNER:

THE INCORPORATED TOWN  
OF WEST BRANCH  
CEDAR COUNTY, IOWA

## LEGAL DESCRIPTION

That part of Lot 16 of the Survey of Lot 64, Block 38 known and platted as Friends Cemetery and that part of vacated College Street lying in the Southeast Quarter of the Southeast Quarter of Section 6, Township 79 North, Range 4 West of the 5th P.M., now in and forming a part of the Town of West Branch, Cedar County Iowa, described as follows:

Commencing at the Southwest corner of Lot 16, Survey of Lot 64, Block 38; thence North 0° 50' 06" West 115.19 feet along the West line of said Lot 16 to the point of beginning; thence continuing North 0° 50' 06" West 10.00 feet along said West line; thence North 89° 17' 38" East 143.50 feet to the West right of way line of Downey Street; thence South 0° 48' 28" East 10.00 feet along said West right of way line; thence South 89° 17' 38" West 143.50 feet to the point of beginning, containing 1,435 square feet.

For the purpose of this description the West line of Lot 16, Survey of Lot 64 Block 38 is assumed to bear North 0° 50' 06" West.



SIGNATURE:

DATE: 06/22/2015

LEO P. BONIFAZI LICENSE NO. 13480

ACQUISITION PLAT

UTILITY EASEMENT - EXHIBIT A  
A PART OF LOT 15, SURVEY - LOT 64 BLOCK 38  
A PART OF VACATED COLLEGE STREET  
WEST BRANCH, CEDAR COUNTY, IOWA

DRAWN: BONIFAZI  
APPROVED: BONIFAZI  
SCALE: 1"=60'  
DATE: 06/19/2015  
PROJECT NO.: 15059

SCHNOOR-BONIFAZI  
ENGINEERING & SURVEYING, LC  
431 FIFTH AVENUE SW  
CEDAR RAPIDS, IA 52404  
(319) 298-8888 (PHONE)  
s-b-engineering.com

Schnoor  
Bonifazi  
Engineering & Surveying

Prepared By: John Etheredge JCG Land Services, Inc. – 1921 51<sup>st</sup> Street NE Suite 3 – Cedar Rapids, IA 52402 (319) 362-3507  
Return To: John Etheredge JCG Land Services, Inc. – 1921 51<sup>st</sup> Street NE Suite 3 – Cedar Rapids, IA 52402 (319) 362-3507  
SPACE ABOVE THIS LINE FOR RECORDER

## **OVERHANG EASEMENT** (IPL as Grantee)

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, City of West Branch, Iowa, a municipal corporation ("Grantor(s)"), **ADDRESS: 110 N Poplar St. West Branch, IA 52358** do(es) hereby warrant and convey unto Interstate Power and Light Company, an Iowa Corporation, its successor and assigns, ("Grantee"), a perpetual overhang easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove electric and telecommunication lines (but including no right or privilege to place poles, towers or other structures in contact with the ground within the premises described), for transmitting electricity, communications and all Corporate purposes together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, over and across the following described lands located in the County of Cedar, and the State of Iowa:

**- See Exhibit "A" for Easement area -**

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the line or lines.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with maintenance, operation, use of, or which in falling might touch the said line or lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said line or lines, over lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, repairing, patrolling and removing, said line or lines. The Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, operating, patrolling, repairing or removing said line or lines.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**GRANTOR(S)**

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

By: \_\_\_\_\_  
Matthew Muckler, Administrator/Clerk

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa )

COUNTY OF Cedar ) ss:

On this 29<sup>th</sup> day of June, AD. 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared

Colton Miller

Matthew Muckler

\_\_\_\_\_ to me personally known

or \_\_\_\_\_ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL \_\_\_\_\_  
(Sign in Ink)

\_\_\_\_\_  
(Print/type name)

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

**CAPACITY CLAIMED BY SIGNER**

\_\_\_\_\_  
☒ INDIVIDUAL  
☐ CORPORATE  
Title(s) of Corporate Officers(s):  
Mayor Pro Tem  
Administrator/Clerk

\_\_\_\_\_  
N/A  
\_\_\_\_\_  
Corporate Seal is affixed  
\_\_\_\_\_  
No Corporate Seal procured

\_\_\_\_\_  
PARTNER(s)  
\_\_\_\_\_  
Limited Partnership  
\_\_\_\_\_  
General Partnership

\_\_\_\_\_  
ATTORNEY-IN-FACT  
\_\_\_\_\_  
EXECUTOR(s),  
\_\_\_\_\_  
ADMINISTRATOR(s),  
\_\_\_\_\_  
or TRUSTEE(s):  
\_\_\_\_\_  
GUARDIAN(s)  
\_\_\_\_\_  
or CONSERVATOR(s)  
\_\_\_\_\_  
OTHER

**SIGNER IS REPRESENTING:**

List name(s) of persons(s) or entity(ies):

City of West Branch, Iowa



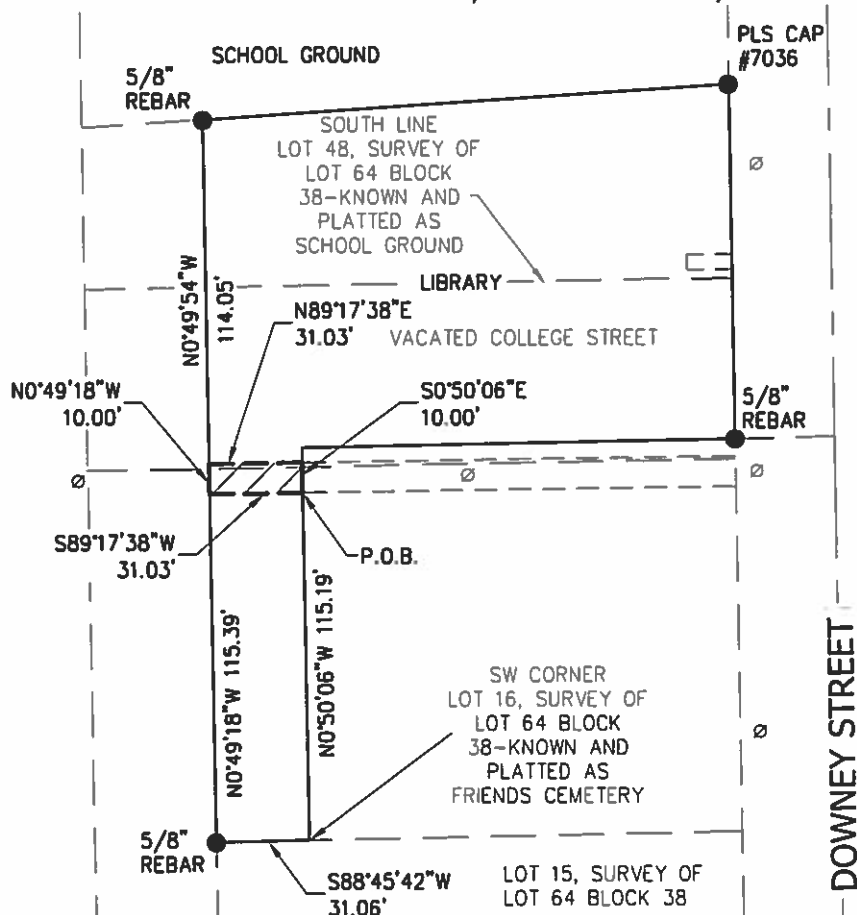
# UTILITY EASEMENT - EXHIBIT A

A PART OF LOT 15, SURVEY - LOT 64 BLOCK 38

A PART OF VACATED COLLEGE STREET  
WEST BRANCH, CEDAR COUNTY, IOWA

OVERHEAD

310 SQ. FT.



COLLEGE STREET

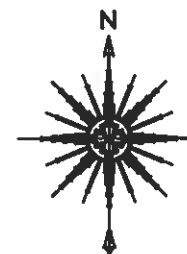
PLS CAP #7036

NW COR. LOT 8, BLOCK 35

1/2" PIPE

PLS CAP #7036

PLS CAP #7036



0 30 60 120

SCALE IN FEET

## SITE LOCATION

WEST BRANCH LIBRARY  
300 NORTH DOWNEY ST.  
WEST BRANCH, IA 52358

SE1/4 SE1/4  
SEC. 6-79-4W

## OWNER:

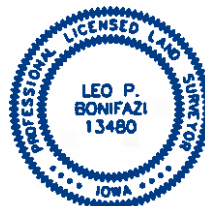
THE INCORPORATED  
TOWN OF WEST  
BRANCH, CEDAR  
COUNTY, IOWA

## LEGAL DESCRIPTION

That part of Lot 15 of the Survey of Lot 64, Block 38 and that part of vacated College Street lying in the Southeast Quarter of the Southeast Quarter of Section 6, Township 79 North, Range 4 West of the 5th P.M., now in and forming a part of the Town of West Branch, Cedar County Iowa, described as follows:

Commencing at the Southwest corner of Lot 16, Survey of Lot 64, Block 38; thence North 0° 50' 06" West 115.19 feet along the West line of said Lot 16 to the point of beginning; thence South 89° 17' 38" West 31.03 feet; thence North 0° 49' 18" West 10.00 feet; thence North 89° 17' 38" East 31.03 feet to the West line of said Lot 16; thence South 0° 50' 06" East 10.00 feet along said West line to the point of beginning, containing 310 square feet.

For the purpose of this description the West line of Lot 16, Survey of Lot 64 Block 38 is assumed to bear North 0° 50' 06" West.



SIGNATURE:

DATE: 06/22/2015

LEO P. BONIFAZI LICENSE NO. 13480

ACQUISITION PLAT

UTILITY EASEMENT - EXHIBIT A  
A PART OF LOT 15, SURVEY - LOT 64 BLOCK 38  
A PART OF VACATED COLLEGE STREET  
WEST BRANCH, CEDAR COUNTY, IOWA

DRAWN: BONIFAZI  
APPROVED: BONIFAZI  
SCALE 1"=60'  
DATE: 06/19/2015  
PROJECT NO.: 15059

SCHNOOR-BONIFAZI  
ENGINEERING & SURVEYING, LC  
431 FIFTH AVENUE SW  
CEDAR RAPIDS, IA 52404  
(319) 298-8888 (PHONE)  
s-b-engineering.com



Prepared By: John Etheredge JCG Land Services, Inc. – 1921 51<sup>st</sup> Street NE Suite 3 – Cedar Rapids, IA 52402 (319) 362-3507  
Return To: John Etheredge JCG Land Services, Inc. – 1921 51<sup>st</sup> Street NE Suite 3 – Cedar Rapids, IA 52402 (319) 362-3507  
SPACE ABOVE THIS LINE FOR RECORDER

## **ELECTRIC LINE EASEMENT** **(ABOVE GROUND – IPL as Grantee)**

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, City of West Branch, Iowa, a municipal corporation ("Grantor(s)"), **ADDRESS: 110 N Poplar St. West Branch, IA 52358** do(es) hereby warrant and convey unto Interstate Power and Light Company, an Iowa Corporation, its successor and assigns, ("Grantee"), a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove an electric and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, equipment and construction for transmitting electricity, communications and all Corporate purposes together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, over and across the following described lands located in the County of Cedar, and the State of Iowa:

**- See Exhibit "A" for Easement area -**

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the line.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair, use of, or which in falling might touch the said line or lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said line or lines, over lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

## GRANTOR(S)

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

By: \_\_\_\_\_  
Matthew Muckler, Administrator/ Clerk

### ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa )

COUNTY OF Cedar ) ss:

On this 29<sup>th</sup> day of June, AD. 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared

Colton Miller

Matthew Muckler

\_\_\_\_\_ to me personally known

or \_\_\_\_\_ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL \_\_\_\_\_  
(Sign in Ink)

\_\_\_\_\_  
(Print/type name)

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

### CAPACITY CLAIMED BY SIGNER

\_\_\_\_\_  
☒ INDIVIDUAL  
\_\_\_\_\_  
☐ CORPORATE  
Title(s) of Corporate Officers(s):  
Mayor Pro Tem  
Administrator/Clerk  
\_\_\_\_\_  
N/A  
\_\_\_\_\_  
Corporate Seal is affixed  
\_\_\_\_\_  
No Corporate Seal procured

\_\_\_\_\_  
☐ PARTNER(s)  
\_\_\_\_\_  
Limited Partnership  
\_\_\_\_\_  
General Partnership

\_\_\_\_\_  
☐ ATTORNEY-IN-FACT  
\_\_\_\_\_  
☐ EXECUTOR(s),  
\_\_\_\_\_  
☐ ADMINISTRATOR(s),  
\_\_\_\_\_  
or TRUSTEE(s):  
\_\_\_\_\_  
☐ GUARDIAN(s)  
\_\_\_\_\_  
or CONSERVATOR(s)  
\_\_\_\_\_  
☐ OTHER

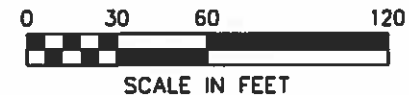
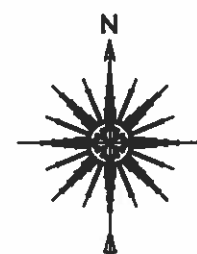
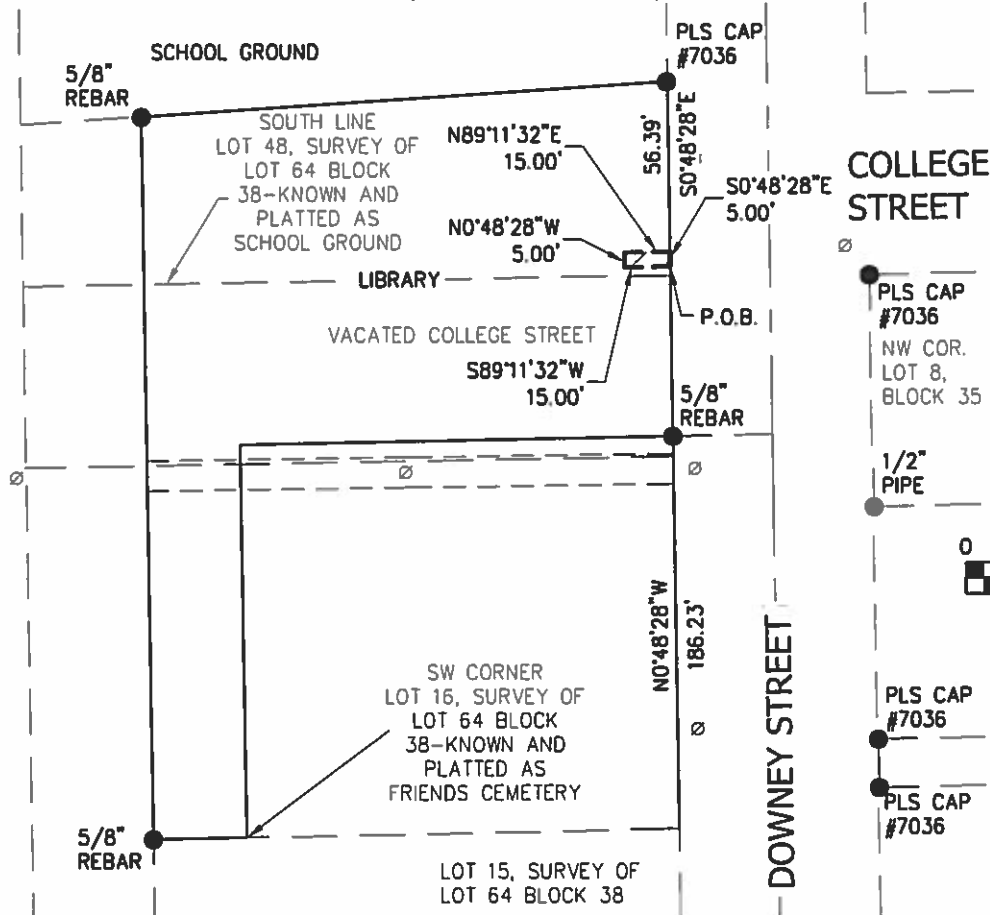
### SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):

City of West Branch, Iowa

**UTILITY EASEMENT - EXHIBIT A**  
**A PART OF LOT 15, SURVEY - LOT 64 BLOCK 38**  
**A PART OF VACATED COLLEGE STREET**  
**WEST BRANCH, CEDAR COUNTY, IOWA**

**ANCHOR**  
**75 SQ. FT.**



**SITE LOCATION**

WEST BRANCH LIBRARY  
 300 NORTH DOWNEY ST.  
 WEST BRANCH, IA 52358  
 SE1/4 SE1/4  
 SEC. 6-79-4W

**OWNER:**

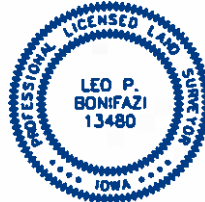
THE INCORPORATED  
 TOWN OF WEST  
 BRANCH, CEDAR  
 COUNTY, IOWA

**LEGAL DESCRIPTION**

That part of Lot 48 of the Survey of Lot 64, Block 38 lying in the Southeast Quarter of the Southeast Quarter of Section 6, Township 79 North, Range 4 West of the 5th P.M., now in and forming a part of the Town of West Branch, Cedar County Iowa, described as follows:

Commencing at the Southeast corner of Lot 16, Survey of Lot 64, Block 38; thence North 0° 48' 28" West 186.23 feet along the East line of Lot 16 and Lot 48 of the Survey of Lot 64, Block 38 to the point of beginning; thence South 89° 11' 32" West 15.00 feet; thence North 0° 48' 28" West 5.00 feet; thence North 89° 11' 32" East 15.00 feet to the East line of said Lot 48 thence South 0° 48' 28" East 5.00 feet along said East line to the point of beginning, containing 75 square feet.

For the purpose of this description the East line of said Lot 48, said Block 25 is assumed to bear North 0° 48' 28" West.



SIGNATURE:

DATE: 06/22/2015  
 LEO P. BONIFAZI LICENSE NO. 13480

**ACQUISITION PLAT**

**UTILITY EASEMENT - EXHIBIT A**  
**A PART OF LOT 15, SURVEY - LOT 64 BLOCK 38**  
**A PART OF VACATED COLLEGE STREET**  
**WEST BRANCH, CEDAR COUNTY, IOWA**

DRAWN: BONIFAZI  
 APPROVED: BONIFAZI  
 SCALE: 1"=60'  
 DATE: 06/19/2015  
 PROJECT NO.: 15059

SCHNOOR-BONIFAZI  
 ENGINEERING & SURVEYING, LC  
 431 FIFTH AVENUE SW  
 CEDAR RAPIDS, IA 52404  
 (319) 298-8888 (PHONE)  
 s-b-engineering.com



Prepared by: John Etheredge JCG Land Services, Inc. - 1921 51<sup>st</sup> St NE Suite 3 - Cedar Rapids, IA 52402 (319) 362-3507  
Return to: John Etheredge JCG Land Services, Inc. - 1921 51<sup>st</sup> St NE Suite 3 - Cedar Rapids, IA 52402 (319) 362-3507  
SPACE ABOVE THIS LINE FOR RECORDER

### **ELECTRIC LINE EASEMENT (UNDERGROUND – IPL as Grantee)**

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, City of West Branch, Iowa, a municipal corporation ("Grantor(s)"), **ADDRESS: 110 N Poplar St. West Branch, IA 52358** do(es) hereby warrant and convey unto Interstate Power and Light Company, an Iowa Corporation, its successor and assigns, ("Grantee"), a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures and equipment, (including associated surface mounted equipment) and construction for transmitting electricity, communications and all Corporate purposes together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of Cedar, and the State of Iowa:

**- See Exhibit "A" for Easement area -**

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair, use of said line or lines, or associated equipment.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said line or lines, under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, or associated equipment and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**GRANTOR(S):**

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

By: \_\_\_\_\_  
Matthew Muckler, Administrator/Clerk

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ Iowa \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ Cedar \_\_\_\_\_ ) ss:

On this 29<sup>th</sup> day of June, AD. 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared

Colton Miller

Matthew Muckler

\_\_\_\_\_ to me personally known

or \_\_\_\_\_ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL \_\_\_\_\_  
(Sign in Ink)

\_\_\_\_\_  
(Print/type name)

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

**CAPACITY CLAIMED BY SIGNER**

\_\_\_\_\_ INDIVIDUAL  
☒ CORPORATE  
Title(s) of Corporate Officer(s):  
Mayor Pro Tem  
Administrator/Clerk

\_\_\_\_\_ N/A  
\_\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_\_ No Corporate Seal procured

\_\_\_\_\_ PARTNER(s)  
\_\_\_\_\_ Limited Partnership  
\_\_\_\_\_ General Partnership

\_\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_\_ EXECUTOR(s),  
\_\_\_\_\_ ADMINISTRATOR(s),  
\_\_\_\_\_ or TRUSTEE(s):  
\_\_\_\_\_ GUARDIAN(s)  
\_\_\_\_\_ or CONSERVATOR(s)  
\_\_\_\_\_ OTHER

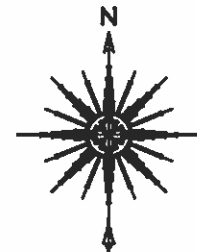
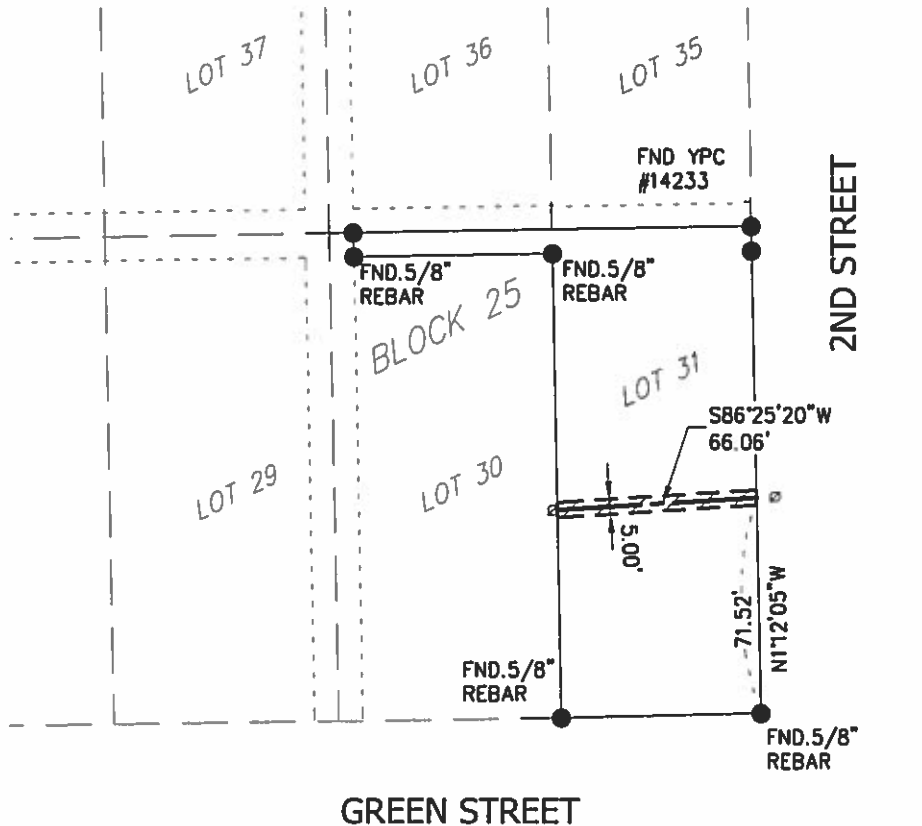
**SIGNER IS REPRESENTING:**

List name(s) of persons(s) or entity(ies):

City of West Branch, Iowa

**UTILITY EASEMENT - EXHIBIT A**  
**A PART OF LOT 31, BLOCK 25**  
**W.H. OLIPHANT'S DIV. OF CAMERON**  
**WEST BRANCH, CEDAR COUNTY, IOWA**

**UNDERGROUND**  
 330 SQ. FT.



0 30 60 120  
 SCALE IN FEET

**SITE LOCATION**

210 NORTH SECOND ST.  
 WEST BRANCH, IA 52358

SW1/4 SW1/4  
 SEC. 5-79-4W

**OWNER:**

CITY OF WEST BRANCH

**LEGAL DESCRIPTION**

A 5.00 foot wide strip of land in Lot 31, Block 25, W. H. Oliphant's Division of Cameron now Town of West Branch and being in the Southwest Quarter of the Southwest Quarter of Section 5, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa, the centerline described as follows:

Commencing at the Southeast corner of said Lot 31; thence North 1° 12' 05" West 71.52 feet along the East line of said Lot 31 to the point of beginning; thence South 86° 25' 20" West 66.06 feet to the West line of said Lot 31 and the point of termination and containing 330 square feet. The sidelines of said 5.00 foot wide easement are to be lengthened or shortened to terminate at the East and West lines of said Lot 31.

For the purpose of this description the East line of Lot 31, said Block 25 is assumed to bear North 1° 12' 05" West.



SIGNATURE: *[Signature]*

DATE: 06/19/2015  
 LEO P. BONIFAZI LICENSE NO. 13480

**ACQUISITION PLAT**

**UTILITY EASEMENT - EXHIBIT A**  
**A PART OF LOT 31, BLOCK 25**  
**W.H. OLIPHANT'S DIV. OF CAMERON**  
**WEST BRANCH, CEDAR COUNTY, IOWA**

DRAWN: BONIFAZI  
 APPROVED: BONIFAZI  
 SCALE 1"=60'  
 DATE: 06/19/2015  
 PROJECT NO.: 15059

SCHNOOR-BONIFAZI  
 ENGINEERING & SURVEYING, LC  
 431 FIFTH AVENUE SW  
 CEDAR RAPIDS, IA 52404  
 (319) 298-8888 (PHONE)  
 s-b-engineering.com



RESOLUTION NO. 1346

A RESOLUTION APPROVING CHANGE ORDER NUMBER ONE,  
INCREASING THE CONTRACT AMOUNT BY \$2,302.50 TO L.L. PELLING  
COMPANY, INC. FOR THE PARKSIDE DRIVE ROAD IMPROVEMENTS  
PROJECT.

WHEREAS, the City of West Branch hired L.L. Pelling Company, Inc. to complete the Parkside Drive Road Improvements Project in the amount of \$94,205.53; and

WHEREAS, it was found advantageous to add four 6" diameter steel bollards filled with concrete in the project area to keep traffic from damaging the culvert to be installed as part of the project; and

WHEREAS, L.L. Pelling Company, Inc. has prepared a revised change order in the amount of \$2,302.50; and

WHEREAS, Change Order Number One 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 L.L. Pelling Company, Inc. for the Parkside Drive Road Improvements Project in West Branch, IA in an amount not to exceed \$2,302.50.

Passed and approved this 29th day of June, 2015.

---

Colton Miller, Mayor Pro Tem

ATTEST:

---

Matt Muckler, City Administrator/Clerk



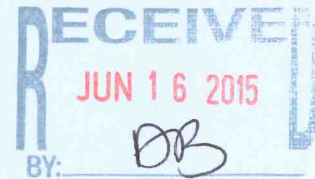


**VEENSTRA & KIMM, INC.**

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

June 15, 2015

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



WEST BRANCH, IOWA  
PARKSIDE DRIVE IMPROVEMENTS  
CHANGE ORDER NO. 1

Enclosed is one copy of Change Order No. 1. We recommend acceptance of Change Order No. 1 for an increase in the contract amount of \$2,302.50.

By separate cover we have forwarded three copies of Change Order No. 1 to L.L. Pelling Company, Inc. for signature and return to the City of West Branch.

Please sign all copies of the change orders forwarded to you by L.L. Pelling Company, Inc. in the spaces provided and return one signed copy to our office and one copy to L.L. Pelling Company, Inc.

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

VEENSTRA & KIMM, INC.

Eric Gould  
EDG:mmc  
368160  
Enclosure



# VEENSTRA & KIMM, INC.

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

June 15, 2015

CHANGE ORDER NO. 1

PARKSIDE DRIVE IMPROVEMENTS  
WEST BRANCH, IOWA

Change Order No. 1 is for the following modifications to the project:

1. Additional traffic control to include an advance warning (W20-1) on the west bound I80 exit ramp of the construction ahead and a flagger warning (W20-7a) at the end of the west bound I80 exit ramp.  
(see attached Dwg AP-2) LS \$ 302.50
  2. 6" diameter steel pipe bollards fill with concrete.  
(see attached Dwg AP-1) 4Ea. @\$500/Ea. \$ 2,000.00
- Total: \$ 2,302.50

Change Order No. 1 increases the contract amount by \$ 2,302.50.

L.L. PELLING COMPANY, INC.

CITY OF WEST BRANCH, IOWA

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

VEENSTRA & KIMM, INC.

ATTEST:

By  \_\_\_\_\_

By \_\_\_\_\_

Title Project Engineer

Title \_\_\_\_\_

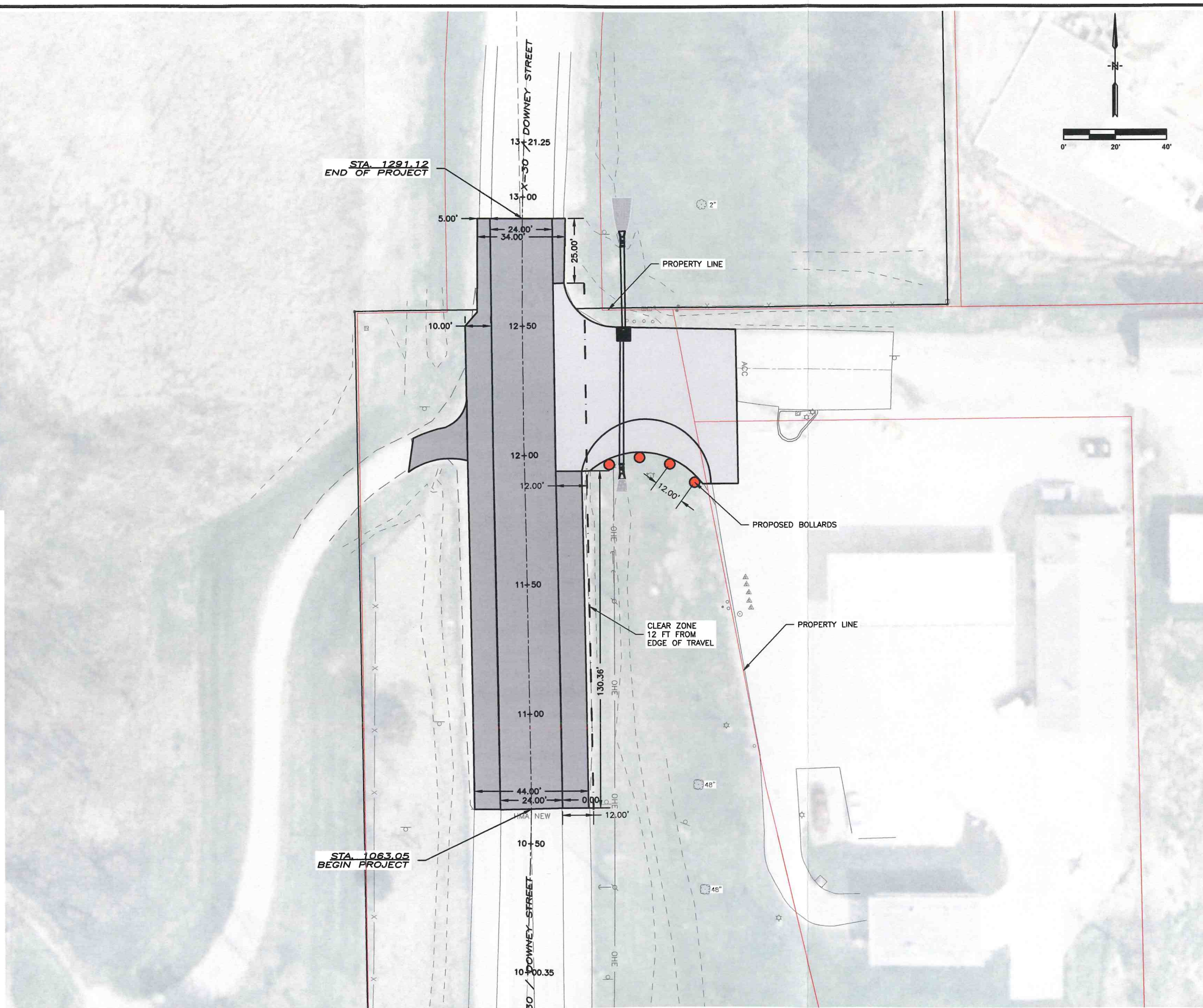
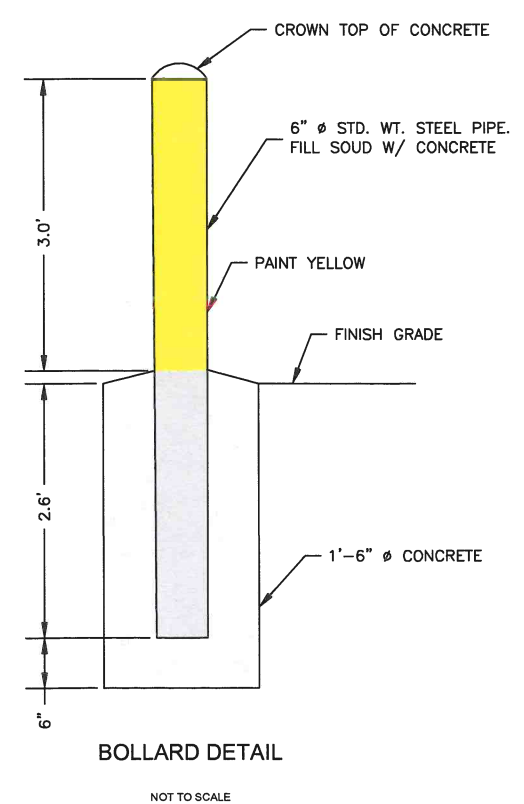
Date June 15, 2015


Date \_\_\_\_\_

V&K Job No. 368160



X-REFS: 368101 Topo & Aerial & Parcels  
FILE PATH: C:\USERS\ERIC\DESKTOP\PROJECTS\WEST BRANCH\PLAN\_BOLLARDS  
PLOTTED: Friday, May 29, 2016 12:53:19 PM




DATE		REVISIONS		SCALE	AS NOTED	VERIFY SCALE				PARKSIDE DRIVE IMPROVEMENTS CITY OF WEST BRANCH		BOLLARDS		DWG. NO.	
				DRAWN	EDG	BAR IS ONE INCH ON ORIGINAL DRAWING. 0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.		<b>VEENSTRA &amp; KIMM, INC.</b>		860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)				AP-1	
				CHECKED	DRS										
				APPROVED	DRS										
				DATE	4-2-16										
				ISSUED FOR	CONST							55		PROJECT 36810	



PLOTTED: Tuesday, June 02, 2015 9:44:58 AM  
X-REFS: Prop Lines & Parcels & 2013 West Branch I-40 Interchange  
FILE PATH: Z:\WEST BRANCH 368101 BP DRIVEWAY\DRAWINGS\DESIGN DRAWINGS\HWA\CHANGE ORDER # 1 SIGNAGE



<b>DATE</b>		<b>REVISIONS</b>		<b>SCALE</b>	<b>AS NOTED</b>	<b>VERIFY SCALE</b> BAR IS ONE INCH ON ORIGINAL DRAWING. 0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	 <b>VEENSTRA &amp; KIMM, INC.</b>	<b>PARKSIDEDRIVE IMPROVEMENTS</b> <b>CITY OF WEST BRANCH</b>		<b>I-80 &amp; COUNTY ROAD X-30</b> <b>SIGNAGE</b>		<b>DWG. NO.</b>	
				<b>AP-2</b>									
				<b>DRAWN</b>	<b>EDG</b>			<b>860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565</b> <b>319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)</b>		<b>PROJECT</b> ###			
				<b>CHECKED</b>	<b>DRS</b>								
				<b>APPROVED</b>	<b>DRS</b>								
				<b>DATE</b>	<b>2-10-14</b>								
				<b>ISSUED FOR</b>	<b>REVIEW</b>								

MINUTES TO SET DATE FOR SALE OF  
BONDS AND TO AUTHORIZE  
OFFICIAL STATEMENT FOR BONDS

439235-8

West Branch, Iowa

June 29, 2015

The City Council of the City of West Branch, Iowa, met on June 29, 2015, at \_\_\_\_\_ o'clock p.m. at the \_\_\_\_\_, in the City. The meeting was called to order by the Mayor Pro Tem, and the roll being called, the following named Council Members were present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

After due consideration and discussion, Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption, seconded by Council Member \_\_\_\_\_. The Mayor Pro Tem put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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

• • • •

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

\_\_\_\_\_  
Mayor Pro Tem

Attest:

\_\_\_\_\_  
City Clerk

## RESOLUTION NO. 1347

Resolution setting the date for sale of General Obligation Corporate Purpose Bonds, Series 2015 and authorizing the use of a preliminary official statement in connection therewith

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, heretofore proposed 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, and has published notice of the proposed action and has held a hearing thereon on June 1, 2015; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of \$855,000 General Obligation Corporate Purpose Bonds, Series 2015 (the “Bonds”) in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by Speer Financial, Inc. (the “Financial Advisor”); and

WHEREAS, it is now necessary to set the date for the sale of the Bonds and to authorize the Financial Advisor to carry out such sale;

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

Section 1. The City Clerk is hereby authorized to take such action as shall be deemed necessary and appropriate, with assistance from Dorsey & Whitney, LLP and the Financial Advisor, to set the date of July 20, 2015 as the date for the sale of the Bonds to be issued in evidence of the City's obligation under the Loan Agreement.

Section 2. The City Clerk is hereby authorized to take such action as shall be deemed necessary and appropriate with the assistance of the Financial Advisor to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 3. The use by the Financial Advisor of the P.O.S. relating to the Bonds in substantially the form as has been presented to and considered by the City is hereby approved, and the Financial Advisor is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Clerk is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 4. All resolutions or parts thereof 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 June 29, 2015.

---

Mayor Pro Tem

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 of the City relating to fixing a date for the sale of General Obligation Corporate Purpose Bonds, Series 2015 and the approval of a preliminary official statement for the issuance of the Bonds, as referred to herein.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Clerk



June 18, 2015

**Via Email**

Matt Muckler  
City Administrator/City Hall  
West Branch, Iowa

Re: \$855,000 General Obligation Corporate Purpose Bonds, Series 2015  
Our File No. 439235-8

Dear Matt:

We have prepared and attach the necessary proceedings to set July 20<sup>th</sup> as the date for the sale of the \$855,000 General Obligation Corporate Purpose Bonds, Series 2015 at the June 29<sup>th</sup> City Council meeting and to authorize the use of a preliminary official statement in connection therewith.

The proceedings attached include the following items:

1. Minutes of the City Council meeting providing for the adoption of a resolution fixing the date for the sale of Bonds and authorizing the preliminary official statement. The actual resolution follows the minutes.
2. Certificate attesting the transcript.

Prior to the adoption of the resolution, you and the City Council should review the proposed Preliminary Official Statement, which Speer Financial, Inc. is preparing, carefully for accuracy and to ensure that there are no important facts being left out of the document that might bear on potential risks to bond holders. It should be noted that, while we will review and comment on the portions of the document that are pertinent to our role as bond counsel, we will not engage in a full due diligence process to investigate the accuracy of financial data or any bond holder risks that are unknown to us.

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings. If you have any questions, please contact me.

Best regards,

John P. Danos

Attachments

cc: Maggie Burger

## Official Statement

In the opinion of Dorsey & Whitney LLP, Bond Counsel, according to present laws, rulings and decisions and assuming compliance with certain covenants, the interest on the Bonds will be excluded from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code of 1986; provided, however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes). The City will designate the Bonds as "qualified tax exempt obligations." See "TAX EXEMPTION AND RELATED CONSIDERATIONS" herein.



**\$855,000**  
**CITY OF WEST BRANCH**  
**Cedar County, Iowa**  
**General Obligation Corporate Purpose Bonds, Series 2015**

**Dated Date of Delivery      Book-Entry      Bank Qualified      Due Serially June 1, 2016 - 2025**

The \$855,000 General Obligation Corporate Purpose Bonds, Series 2015 (the "Bonds") are being issued by the City of West Branch, Cedar County, Iowa (the "City"). Interest is payable semiannually on June 1 and December 1 of each year, commencing June 1, 2016. The Bonds will be issued using a book-entry system. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The ownership of one fully registered Bond for each maturity will be registered in the name of Cede & Co., as nominee for DTC and no physical delivery of Bonds will be made to purchasers. The Bonds will mature on June 1 in the following years and amounts.

### AMOUNTS, MATURITIES\* AND INTEREST RATES

Principal Amount	Due June 1	Interest Rate	Yield or Price	Principal Amount	Due June 1	Interest Rate	Yield or Price
\$60,000 .....	2016	_____ %	_____ %	\$ 85,000 .....	2021	_____ %	_____ %
80,000 .....	2017	_____ %	_____ %	90,000 .....	2022	_____ %	_____ %
85,000 .....	2018	_____ %	_____ %	90,000 .....	2023	_____ %	_____ %
85,000 .....	2019	_____ %	_____ %	95,000 .....	2024	_____ %	_____ %
85,000 .....	2020	_____ %	_____ %	100,000 .....	2025	_____ %	_____ %

\*Any consecutive maturities may be aggregated into term bonds at the option of the bidder, in which case the mandatory redemption provisions shall be on the same schedule as above.

### OPTIONAL REDEMPTION

Bonds due June 1, 2016 - 2021, inclusive, are non-callable. Bonds due June 1, 2022 - 2025, inclusive, are callable in whole or in part on any date on or after June 1, 2021, at a price of par and accrued interest. If less than all the Bonds are called, they shall be redeemed in any order of maturity as determined by the City and within any maturity by lot. See "OPTIONAL REDEMPTION" herein.

### PURPOSE, LEGALITY AND SECURITY

Bond proceeds will be used to: (i) construct street repairs and improvements and incidental water system, sanitary sewer system, sidewalk, storm water drainage, lighting and signalization improvements; and (ii) pay the costs of issuance of the Bonds. See the "THE PROJECT" herein.

In the opinion of Bond Counsel, Dorsey & Whitney, LLP, Des Moines, Iowa, the General Obligation Corporate Purpose Bonds will constitute valid and legally binding general obligations of the City payable both as to principal and interest from ad valorem taxes levied against all taxable property therein without limitation as to rate or amount, all except as limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws relating to the enforcement of creditors' rights generally and except that enforcement by equitable and similar remedies, such as mandamus, is subject to the exercise of judicial discretion. The City will furnish the written approving opinion of Bond Counsel, Dorsey & Whitney, LLP, Des Moines, Iowa, evidencing legality of the Bonds and that the interest thereon is exempt from Federal income taxes as and to the extent discussed under the heading "TAX EXEMPTION AND RELATED CONSIDERATIONS" herein.

The City intends to designate the Bonds as "qualified tax-exempt obligations" pursuant to the small issuer exception provided by Section 265(b)(3) of the Internal Revenue Code of 1986.

This Official Statement is dated June 29, 2015, and has been prepared under the authority of the City. An electronic copy of this Official Statement is available from the [www.speerfinancial.com](http://www.speerfinancial.com) web site under "Official Statement Sales Calendar". Additional copies may be obtained from Mr. Matt Muckler, City Administrator, City of West Branch, 110 N Poplar Street, West Branch, IA 52358-0218, or from the Independent Municipal Advisors to the City:

Established 1954  
**Speer Financial, Inc.**  
**INDEPENDENT MUNICIPAL ADVISORS**  
ONE NORTH LASALLE STREET, SUITE 4100 • CHICAGO, ILLINOIS 60602  
Telephone: (312) 346-3700; Facsimile: (312) 346-8833  
531 COMMERCIAL STREET, SUITE 608 • WATERLOO, IOWA 50701  
Telephone: (319) 291-2077; Facsimile: (319) 291-8628  
[www.speerfinancial.com](http://www.speerfinancial.com)



For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, this document, as the same may be supplemented or corrected by the City from time to time (collectively, the “Official Statement”), may be treated as an Official Statement with respect to the Bonds described herein that is deemed near final as of the date hereof (or the date of any such supplement or correction) by the City.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law or deemed appropriate by the City, shall constitute a “Final Official Statement” of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. Any such addendum shall, on and after the date thereof, be fully incorporated herein and made a part hereof by reference. Alternatively, such final terms of the Bonds and other information may be included in a separate document entitled “Final Official Statement” rather than through supplementing the Official Statement by an addendum or addenda.

No dealer, broker, salesman or other person has been authorized by the City to give any information or to make any representations with respect to the Bonds other than as contained in the Official Statement or the Final Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by the City. Certain information contained in the Official Statement and the Final Official Statement may have been obtained from sources other than records of the City and, while believed to be reliable, is not guaranteed as to completeness. THE INFORMATION AND EXPRESSIONS OF OPINION IN THE OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THE OFFICIAL STATEMENT OR THE FINAL OFFICIAL STATEMENT NOR ANY SALE MADE UNDER EITHER SUCH DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY SINCE THE RESPECTIVE DATES THEREOF.

References herein to laws, rules, regulations, ordinances, resolutions, agreements, reports and other documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to the Official Statement or the Final Official Statement they will be furnished on request. This Official Statement does not constitute an offer to sell, or solicitation of an offer to buy, any securities to any person in any jurisdiction where such offer or solicitation of such offer would be unlawful.

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## BOND ISSUE SUMMARY

This Bond Issue Summary is expressly qualified by the entire Official Statement, including the Official Terms of Offering and the Official Bid Form, which are provided for the convenience of potential investors and which should be reviewed in their entirety by potential investors.

<b>Issuer:</b>	City of West Branch, Cedar County, Iowa.
<b>Issue:</b>	\$855,000 General Obligation Corporate Purpose Bonds, Series 2015.
<b>Dated Date:</b>	Date of Delivery (expected to be on or about August 18, 2015).
<b>Interest Due:</b>	Each June 1 and December 1, commencing June 1, 2016.
<b>Principal Due:</b>	Serially each June 1, commencing June 1, 2016 through 2025, as detailed on the front page of this Official Statement.
<b>Optional Redemption:</b>	Bonds maturing on or after June 1, 2022, are callable at the option of the City on any date on or after June 1, 2021, at a price of par plus accrued interest. See <b>“OPTIONAL REDEMPTION”</b> herein.
<b>Authorization:</b>	The Bonds are being issued pursuant to authority established in Code of Iowa, Chapter 384, Division III, and all laws amendatory thereof and supplementary thereto, and in conformity with a resolution of the City Council duly passed and approved.
<b>Security:</b>	The Bonds are valid and legally binding obligations of the City payable both as to principal and interest from ad valorem taxes levied against all taxable property therein without limitation as to rate or amount, all except as limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws relating to the enforcement of creditors’ rights generally and except that enforcement by equitable and similar remedies, such as mandamus, is subject to the exercise of judicial discretion.
<b>No Investment Rating:</b>	The City does not intend to apply for an investment rating on the Bonds.
<b>Purpose:</b>	Bond proceeds will be used to: (i ) construct street repairs and improvements and incidental water system, sanitary sewer system, sidewalk, storm water drainage, lighting and signalization improvements; and (ii) pay the costs of issuance of the Bonds. See the <b>“THE PROJECT”</b> herein.
<b>Tax Exemption:</b>	Dorsey & Whitney LLP, Des Moines, Iowa, will provide an opinion as to the tax exemption of the Bonds as discussed under <b>“TAX EXEMPTION AND RELATED CONSIDERATIONS”</b> in this Official Statement. Interest on the Bonds is not exempt from present State of Iowa income taxes.
<b>Bank Qualification:</b>	The City intends to designate the Bonds as “qualified tax-exempt obligations.”
<b>Registrar/Paying Agent:</b>	Bankers Trust Company of Des Moines, Iowa.
<b>Book-Entry Form:</b>	The Bonds will be registered in the name of Cede & Co. as nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository of the Bonds. See <b>APPENDIX B</b> herein.
<b>Delivery:</b>	The Bonds are expected to be delivered on or about August 18, 2015.
<b>Municipal Advisor:</b>	Speer Financial, Inc., Waterloo, Iowa and Chicago, Illinois.

## CITY OF WEST BRANCH

### Cedar County, Iowa

Colton Miller  
*Mayor Pro Tem*

### Council Members

Jordan M Ellyson

Brian Pierce

Tim Shields

Mary Beth Stevenson

Vacant

---

### Officials

Dawn Brandt  
*Deputy City Clerk*

Matt Muckler  
*City Administrator/Clerk*

Kevin Olson  
*City Attorney*

## CITY INFORMATION

### General

The City of West Branch, Cedar County, Iowa (the “City”) was originally settled by Quakers in the mid 1800’s. The name *West Branch* likely was the result of a combination of several factors. The first Quaker meeting in town was the West Branch of the Red Cedar Meeting at Springdale, and the town was located along the west branch of the Wapsinonoc Creek. The City’s population increased approximately 6% from 2,188 in 2000 to 2,322 in 2010, as reported by the U.S. Census Bureau. The City is located in southeastern Iowa off of the I-80 Interstate approximately 10 miles east of Iowa City and 40 miles west of Davenport.

### City Organization and Services

The City was incorporated on March 29, 1875 and has a Mayor-Council form of government. Policy is established by a Mayor and five council members. The Mayor and all five council members are elected at large for four-year terms. The City Administrator/Clerk, the Deputy City Clerk and the City Treasurer/Finance Officer are appointed by the City Council. The day-to-day operations of the City are the responsibility of the City Administrator. City operated facilities include the Town Hall (a community gathering space), the West Branch Public Library, the West Branch Fire Department and Public Works facilities, municipal water and sewer systems and the City Office.

Approximately 13 people are employed by the City on a full-time basis. In addition, there are nine part-time and seasonal employees. The City considers its employee relations to be very good. The City employs three full-time police officers and is served by 35 volunteer firefighters who operate out of one centrally located fire station. The West Branch Fire Department provides services to several townships outside of the city limits as well. About two-thirds of the calls for service and financial support of the West Branch Fire Department comes from outside the City’s corporate boundaries.

Electricity and gas are supplied to the City by Alliant Energy and solid waste and recycling services are supplied through a contract agreement with Johnson County Refuse. The City provides water and sewer services.

## **Transportation**

The City of West Branch coordinates with a regional transportation planning agency, Regional Planning Affiliation 10 (RPA 10). RPA 10 is a seven-county region that includes Benton, Cedar, Iowa, Johnson, Jones, Linn, and Washington counties. RPA 10 facilitates coordination among local, regional, state, and federal agencies on transportation issues and plans. The City's location provides excellent transportation options for City businesses and residents. Main Street and Parkside Drive are the most heavily traveled West Branch city streets with 4,070 and 3,900 Average Annual Daily Trips (AADT) respectively. Interstate 80 has the highest traffic volume in the city with an AADT of 36,600. Iowa Interstate Railroad operates an east west line that runs approximately two and a half miles south of West Branch. The Eastern Iowa Airport in Cedar Rapids, IA and the Quad City International Airport in Moline, IL both provide commercial air transportation services and are located within forty-five minutes of the City.

## **Education**

Educational opportunities and facilities are provided by the West Branch Community School District (the "District"). The District provides public education through a senior high school, a middle school and an elementary school all located within the City limits. The District has an enrollment of approximately 802 students. The West Branch Board of Education, administrative team, teachers and support staff have high expectations for each student's success. Smaller class sizes allow for personalized learning experiences stemming from their ability to truly "know our learners." This is a quality many surrounding school districts simply cannot provide.

West Branch is also proud to be the home of Scattergood Friends School. Scattergood provides students from around the world a college preparatory education. They emphasize living in community and are devoted to fostering the growth of the whole person. Scattergood Friends School was founded in 1890 by the Religious Society of Friends (Quakers) for the education of Friends' children. Today, about one third of the students are from Friends families.

Post-secondary educational opportunities are readily available through the University of Iowa and Kirkwood Community College, with campuses only a fifteen-minute drive away. Several private colleges and universities, including Mount Mercy College and Coe College in Cedar Rapids and St. Ambrose University and Augustana College in the Quad Cities are within an hour's drive of the City.

## **Community Life**

West Branch is the birthplace of Herbert C. Hoover, the 31st President of the United States. Thousands of visitors come to West Branch every year to enjoy the Herbert Hoover Presidential Library-Museum and the Herbert Hoover National Historic Site and Prairie. In addition to featuring Hoover's Birthplace Cottage and the gravesite of Herbert and Lou Henry Hoover, visitors can take a walk through the restored 81-acre tallgrass prairie.

The City's premier event of the year is Hoover's Hometown Days is celebrated each year on the first weekend in August. The event features a celebration of Hoover's life, over 100 vendors, inflatable rides and games, the Mayor's Parade the annual National Hoover Ball Championship, and a fabulous fireworks display. Christmas Past is an annual celebration in Historic Downtown West Branch and a summer concert series takes place on the Village Green.

West Branch has several City parks distributed throughout the community and each offers a different type of recreational opportunity. The City's Park & Recreation Department provides youth sports opportunities, community programs and adult fitness and recreation. This Department is currently planning the development of the City's newest park, Wapsi Creek Park.

West Branch Family Practice, a Mercy Iowa Clinic, provides medical services to residents. Other health care offerings include chiropractic, physical therapy and dental services. Crestview Nursing and Rehab Center provides rehabilitation and skilled nursing services to 65 residents. West Branch residents also enjoy the close proximity of Mercy Hospital and the University of Iowa Hospital and Clinics.

Residents of the City enjoy library services provided by the West Branch Public Library. On September 30, 1904 the City dedicated the Free Public Library, later to be known as the Enlow Public Library. A new library was constructed in 1993. The library has a collection of over 19,300 materials and a circulation of over 41,500 items. Library programs are very strong with 6,581 people participating in storytimes, family movie nights, and many of the different summer reading events.

## SOCIOECONOMIC INFORMATION

The following demographic information is for the City. Additional comparisons are made with Cedar County (the “County”) and the State of Iowa (the “State”).

### Population

The following table reflects population trends for the City, the County and the State.

#### Population Comparison(1)

<u>Year</u>	<u>City Population</u>	<u>Percent Change</u>	<u>The County</u>	<u>Percent Change</u>	<u>The State</u>	<u>Percent Change</u>
1970 .....	1,322	N/A	17,655	N/A	2,757,537	N/A
1980 .....	1,867	41.22%	18,635	5.55%	2,913,808	5.67%
1990 .....	1,908	2.20%	17,444	(4.09%)	2,776,785	(4.70%)
2000 .....	2,188	14.68%	18,187	4.26%	2,926,324	5.39%
2010 .....	2,322	6.12%	18,499	1.69%	3,046,355	4.10%

Note: (1) Source: U.S. Bureau of the Census.

### Employment

Lists of major County employers are shown below. The area list shows the diversity of the employers located within 50 miles of the City where most of the City residents are employed.

#### Major County Employers(1)

<u>Location</u>	<u>Name</u>	<u>Business or Product</u>	<u>Approximate Employment(2)</u>
West Branch.....	West Branch Community School District .....	Public Education .....	133
Durant .....	Norfolk Iron & Metal Co. ....	Steel Service Center .....	122
West Branch.....	ACCIONA Windpower North America, LLC .....	Wind Turbine Assembly .....	100
West Branch.....	Crestview Care & Rehab Center .....	Health Care.....	80
Durant .....	Pioneer Hi-Bred International, Inc.....	Seed Processing .....	80
West Branch.....	Plastic Products Co., Inc. ....	Plastic Moldings .....	70
Tipton .....	Xerxes Corporation .....	Fiberglass Tanks.....	53
Clarence.....	Wabash Transformers, Inc. ....	Transformers & Devices .....	40
West Branch.....	Tidewater Direct, LLC .....	Commercial Printing.....	40
Stanwood .....	North Cedar Recycling, LLC.....	Recycled Paper .....	30
Durant .....	Schumacher Company L.C. ....	Agricultural Equipment .....	36
Durant .....	SFS Intec, Inc. ....	Fasteners & Screws .....	30
Tipton .....	Cummins Manufacturing, Inc. ....	Manufacturing .....	28
Durant .....	Russelloy Foundry, Inc.....	Iron Castings.....	25

Notes: (1) Source: Area Chambers of Commerce, selected telephone surveys and the 2015 Iowa Manufacturers Directory.  
(2) Includes full and part-time as well as seasonal employees.



The following tables show employment by industry and by occupation for the City, the County and the State as reported by the 2009 - 2013 American Community Survey 5-Year Estimates from the U.S. Bureau of the Census.

### Employment By Industry(1)

Classification	The City		The County		The State	
	Number	Percent	Number	Percent	Number	Percent
Agriculture, forestry, fishing and hunting, and mining.....	11	0.7%	564	5.7%	62,017	4.0%
Construction.....	131	8.4%	826	8.3%	94,259	6.1%
Manufacturing.....	122	7.9%	1,547	15.6%	228,830	14.7%
Wholesale trade.....	40	2.6%	437	4.4%	45,833	3.0%
Retail trade.....	140	9.0%	1,050	10.6%	182,346	11.7%
Transportation and warehousing, and utilities.....	111	7.1%	609	6.1%	72,164	4.6%
Information.....	17	1.1%	143	1.4%	29,612	1.9%
Finance, insurance, real estate and rental and leasing.....	58	3.7%	397	4.0%	117,987	7.6%
Professional, scientific, management, administrative, and Waste management services.....	117	7.5%	720	7.3%	108,201	7.0%
Education, health and social services.....	550	35.4%	2,391	24.1%	374,750	24.1%
Arts, entertainment, recreation, accommodation and food services.....	111	7.1%	462	4.7%	117,724	7.6%
Other services.....	71	4.6%	400	4.0%	68,233	4.4%
Public administration.....	74	4.8%	369	3.7%	51,074	3.3%
Total.....	1,553	100.0%	9,915	100.0%	1,553,030	100.0%

Note: (1) Source: U. S. Bureau of the Census. American Community Survey 5-Year Estimates from 2009 - 2013.

### Employment By Occupation(1)

Classification	The City		The County		The State	
	Number	Percent	Number	Percent	Number	Percent
Management, professional, and related occupations.....	484	31.2%	2,977	30.0%	527,821	34.0%
Service occupations.....	315	20.3%	1,472	14.8%	259,384	16.7%
Sales and office occupations.....	431	27.8%	2,437	24.6%	371,505	23.9%
Natural Resources, construction, and maintenance occupations.....	137	8.8%	1,155	11.6%	146,452	9.4%
Production, transportation, and material moving occupations.....	186	12.0%	1,874	18.9%	247,868	16.0%
Total.....	1,553	100.0%	9,915	100.0%	1,553,030	100.0%

Note: (1) Source: U. S. Bureau of the Census. American Community Survey 5-Year Estimates from 2009 - 2013.

The following shows the annual average unemployment rates for the City, the County, the State and the United States.

### Annual Average Unemployment Rates(1)

Calendar Year	The County	State of Iowa	United States
2006.....	3.3%	3.7%	4.6%
2007.....	3.3%	3.8%	4.6%
2008.....	3.5%	4.0%	5.8%
2009.....	5.4%	6.2%	9.3%
2010.....	5.5%	6.3%	9.6%
2011.....	5.2%	5.8%	8.9%
2012.....	4.5%	5.2%	8.1%
2013.....	4.1%	4.6%	7.4%
2014.....	4.0%	4.3%	6.2%
2015(2).....	4.2%	4.0%	5.5%

Notes: (1) Source: Iowa Workforce Development.  
(2) As of April 2015.

### Iowa City MSA Non-Agricultural Labor Force By Place of Work(1)

	2011	2012	2013	2014	2015(2)
Goods Producing .....	9,100	9,600	10,000	10,000	10,100
Service Producing .....	46,800	48,600	50,700	51,400	51,800
Government .....	33,700	33,100	35,900	36,500	36,800
Total .....	89,600	91,300	96,500	97,900	98,700

Notes: (1) Source: Iowa Workforce Development. Place of Work concept counts an individual in the area where he or she works regardless of where that person lives.  
(2) As of April 2015.

### Building Permits

Total building permits have averaged approximately \$3,761,150 annually over the last five years in the City, excluding the value of land.

#### City Building Permits(1) (Excludes the Value of Land)

Calendar Year	Total Value
2008 .....	\$6,096,077
2009 .....	1,411,071
2010 .....	2,357,883
2011 .....	2,762,294
2012 .....	2,451,321
2013 .....	6,882,600
2014 .....	4,351,650

Note: (1) Source: The City.

### Housing

According to the 2009 - 2013 American Community Survey 5-Year Estimates from the U.S. Bureau of the Census, the median value of the City's owner-occupied homes was \$142,800. This compares to \$132,800 for the County and \$124,300 for the State. The following table represents the five year average market value of specified owner-occupied units for the City, the County and the State at the time of the 2009 - 2013 American Community Survey.

#### Specified Owner-Occupied Units(1)

Value	The City		The County		The State	
	Number	Percent	Number	Percent	Number	Percent
Under \$50,000 .....	164	20.00%	544	9.0%	103,022	11.6%
\$ 50,000 to \$ 99,999 .....	63	7.7%	1,433	23.7%	227,431	25.7%
\$100,000 to \$149,999 .....	212	25.8%	1,528	25.3%	208,022	23.5%
\$150,000 to \$199,999 .....	222	27.0%	1,260	20.9%	149,118	16.8%
\$200,000 to \$299,999 .....	147	17.9%	871	14.4%	126,544	14.3%
\$300,000 to \$499,999 .....	13	1.6%	253	4.2%	53,879	6.1%
\$500,000 to \$999,999 .....	0	0.0%	81	1.3%	14,027	1.6%
\$1,000,000 or more .....	0	0.0%	70	1.2%	3,899	0.4%
Total .....	821	100.0%	6,040	100.0%	885,942	100.0%

Mortgage Status	The City		The County		The State	
	Number	Percent	Number	Percent	Number	Percent
Housing Units with a Mortgage .....	611	74.40%	3,789	62.7%	550,838	62.2%
Housing Units without a Mortgage .....	210	25.6%	2,251	37.3%	335,104	37.8%
Total .....	1,399	100.0%	5,621	100.0%	885,942	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2009 - 2013.

## Income

According to the 2009 - 2013 American Community Survey 5-Year Estimates from the U.S. Bureau of the Census, the City had a median household income of \$69,712. This compares to \$66,176 for the County and \$65,802 for the State. The following table represents the distribution of household incomes for the City, the County and the State at the time of the 2009 - 2013 American Community Survey.

### Family Income(1)

Income	The City		The County		The State	
	Number	Percent	Number	Percent	Number	Percent
Under \$10,000 .....	12	1.50%	110	2.1%	27,086	3.4%
\$ 10,000 to \$ 14,999 .....	8	1.0%	112	2.1%	19,322	2.4%
\$ 15,000 to \$ 24,999 .....	62	7.9%	341	6.4%	53,771	6.8%
\$ 25,000 to \$ 34,999 .....	68	8.6%	395	7.4%	69,339	8.7%
\$ 35,000 to \$ 49,999 .....	78	9.9%	624	11.7%	110,944	14.0%
\$ 50,000 to \$ 74,999 .....	187	23.7%	1,605	30.0%	179,450	22.6%
\$ 75,000 to \$ 99,999 .....	209	26.5%	962	18.0%	137,314	17.3%
\$100,000 to \$149,999 .....	144	18.3%	940	17.6%	130,204	16.4%
\$150,000 to \$199,999 .....	7	0.9%	172	3.2%	37,833	4.8%
\$200,000 or more .....	14	1.8%	87	1.6%	30,011	3.8%
Total .....	789	100.0%	5,348	100.0%	795,274	100.0%

Note: (1) Source: U.S. Bureau of the Census, American Community Survey 5-year estimates 2009 - 2013.

## Agriculture

Shown below is information on the agricultural values of the County and certain data comparing the County with statewide averages:

### Average Value Per Acre(1)

	2010	2011	2012	2013	2014
Average Value Per Acre:					
Cedar County .....	\$5,362	\$7,226	\$8,545	\$9,566	\$9,327
State of Iowa .....	5,064	6,708	8,296	8,716	7,943

Note: (1) Source: Cooperative Extension Service - Iowa State University.

## Local Option Sales Tax

The City approved a 1% local option sales and service tax ("Local Option Tax") beginning July 1, 2011. The Local Option Tax was renewed at a General Election held on November 4, 2014 effective July 1, 2015. The sunset date for this Local Option Sales Tax is June 30, 2025. The City's Local Option Tax referendum question stated that proceeds of such tax would be designated for the City of West Branch Park Improvements.

Once approved, a Local Option Tax can only be repealed through a public referendum at which a majority voting approve the repeal or tax rate change. Contiguous municipalities are one unit for this purpose. If a Local Option Tax is not imposed county-wide, then the question of repeal is voted upon only by voters in such areas of a county where the tax has been imposed. A Local Option Tax may not be repealed within one year of the effective date.

The State of Iowa Department of Revenue (the "Department") administers collection and disbursement of all local option sales and services taxes in conjunction with administration of the State-wide sales, services and use tax presently assessed at 6%. The Department is required by statute to remit at least 95% of the estimated tax receipts to a county board of supervisors (for taxes imposed in unincorporated areas) and to each incorporated city. Such remittances are on a monthly basis. Once a year the Department reconciles its monthly estimated payments and makes an adjustment payment or debit at the November 10 payment date. Remittance of collections within a county are based upon the following statutory formula for county-wide collections:

- 75 percent: Based on a pro rata share of population (the most recent certified federal census) of those incorporated or unincorporated areas in a county which have approved a Local Option Tax.
- 25 percent: Based on a pro rata share of total property tax dollars levied during the three year period beginning July 1, 1982, through June 30, 1985, for those incorporated or unincorporated areas of a county which have approved a Local Option Tax.

Local Option Taxes are based on the same sales currently taxed by the state-wide 6% sales and services tax, with the present statutory exceptions of use taxes, lottery tickets, motor fuel and special fuels, certain farm machinery, industrial equipment, and the sale of automobiles, room rental already subject to a hotel/motel tax, or natural gas or electricity already subject to a city or county franchise fee or user fee.

The following table shows the trend of City sales tax receipts.

#### Local Option Sales Tax Receipts(1)(2)

<u>Fiscal Year</u>	<u>Local Option Sales Tax Receipts</u>	<u>Percent Change +(-)</u>
2011-12.....	\$154,722	N/A
2012-13.....	151,147	2.31%
2013-14.....	163,852	8.41%
2014-15.....	156,171(3)	(4.69%)

- Notes: (1) Source: Iowa Department of Revenue.  
(2) Includes a makeup payment in November attributable to the previous fiscal year.  
(3) Collections received or expected to be received not including any allowance for the reconciliation payment.

#### Retail Sales

The Department of Revenue of the State of Iowa provides retail sales figures based on sales tax reports for years ending June 30. The Department of Revenue figures provide recent data to confirm trends in retail sales activity in the City. The following amounts exclude the City's Local Option Tax.

#### Retail Taxable Sales(1)(2)

<u>Year Ending June 30th</u>	<u>Taxable Sales</u>	<u>Annual Percent Change + (-)</u>
2005.....	10,702,521	8.94%
2006.....	12,386,479	15.73%
2007.....	13,278,475	7.20%
2008.....	14,408,342	8.51%
2009.....	13,691,425	(4.98%)
2010.....	13,170,762	(3.80%)
2011.....	13,074,548	(0.73%)
2012.....	13,592,099	3.96%
2013.....	12,734,002	(6.31%)
2014.....	13,550,120	6.41%
Growth from 2005 to 2014.....		26.61%

- Notes: (1) Source: Iowa Department of Revenue.  
(2) Fiscal years 2005-2008 the numbers reflect a fiscal year ending March 31st

#### THE PROJECT

Proceeds of the Bonds will be used to construct and make improvements to roads with the City. The City has implemented a five year capital improvement program that addresses the needs of the City including road repairs. Remaining proceeds will be used to pay the cost of issuance of the bonds.

## DEBT INFORMATION

After issuance of the Bonds, the City will have outstanding approximately \$3,634,072 principal amount of general obligation debt. The City has \$54,000 outstanding in water revenue debt through the state revolving fund program, which does not count against their debt limitation. The City has a general obligation legal debt limit equal to 5% of Actual Valuation. For the January 1, 2014 Actual Valuation of \$189,381,855 (including tax increment valuation and excluding military exemption valuation) applied to fiscal year 2015/16, the total legal debt limit is \$9,469,093. Including the Bonds, the estimated principal amount of bonded indebtedness applicable to this limit is \$3,634,072. Applying such bonded and non-bonded indebtedness to the legal debt limitation, the City will have a remaining legal debt margin of \$5,835,021.

Based on the City's capital improvement plan the City intends to issue general obligation bonds in 12-18 months for projects included in that plan.

### General Obligation Debt Summary(1) (Principal Only)

Series 2008 GO Settlement .....	\$ 133,676
Series 2011 GO Fire Bond .....	396
Series 2013 GO Refunding Bonds .....	2,325,000
Series 2013 Property Acquisition Note .....	320,000
The Bonds .....	<u>855,000</u>
Total .....	<u>\$3,634,072</u>

Note: (1) Source: the City.

### General Obligation Bonded Debt(1) (Principal Only)

Fiscal Year Ending June 30	Outstanding Bonds				Plus	Total Property Tax Debt	Cumulative Retirement	
	Series 2008	Fire Bond Series 2011	Series 2013	Prop Acquisition Series 2013	Series 2015		Amount	Percent
2016 .....	\$ 12,378	\$396	\$ 160,000	\$ 40,000	\$ 60,000	\$ 272,774	272,774	7.51%
2017 .....	12,920	0	165,000	40,000	80,000	297,920	570,694	15.70%
2018 .....	13,516	0	165,000	40,000	85,000	303,516	874,210	24.06%
2019 .....	14,124	0	165,000	40,000	85,000	304,124	1,178,334	32.42%
2020 .....	14,760	0	170,000	40,000	85,000	309,760	1,488,094	40.95%
2021 .....	15,416	0	175,000	40,000	85,000	315,416	1,803,510	49.63%
2022 .....	16,118	0	175,000	40,000	90,000	321,118	2,124,628	58.46%
2023 .....	16,843	0	180,000	40,000	90,000	326,843	2,451,471	67.46%
2024 .....	17,601	0	185,000	0	95,000	297,601	2,749,072	75.65%
2025 .....	0	0	190,000	0	100,000	290,000	3,039,072	83.63%
2026 .....	0	0	80,000	0	0	80,000	3,119,072	85.83%
2027 .....	0	0	80,000	0	0	80,000	3,199,072	88.03%
2028 .....	0	0	80,000	0	0	80,000	3,279,072	90.23%
2029 .....	0	0	85,000	0	0	85,000	3,364,072	92.57%
2030 .....	0	0	85,000	0	0	85,000	3,449,072	94.91%
2031 .....	0	0	90,000	0	0	90,000	3,539,072	97.39%
2032 .....	0	0	95,000	0	0	95,000	3,634,072	100.00%
Total .....	<u>\$133,676</u>	<u>\$396</u>	<u>\$2,325,000</u>	<u>\$320,000</u>	<u>\$855,000</u>	<u>\$3,634,072</u>		

Notes: (1) Source: The City. Mandatory redemption amounts are shown for term bonds.

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### Statement of Indebtedness(I)

City Actual Value January 1, 2014.....	\$189,381,855
City Taxable Value January 1, 2014 .....	128,737,638

	Total	Applicable		Ratio to City Actual	Ratio to City Taxable	Per Capita (2010 Pop. 5,179)
		Percent	Amount			
Direct Debt(2).....	\$ 3,634,072	100.00%	\$3,634,072	1.92%	2.82%	\$1,565.06
Net Direct Debt(2) .....	\$ 3,634,072	100.00%	\$3,634,072	1.92%	2.82%	\$1,565.06
Overlapping Debt:						
West Branch Community School District.....	\$ 1,418,000	39.50%	\$ 560,110	0.30%	0.44%	\$ 241.22
Kirkwood Community College.....	73,284,056	0.55%	403,062	0.21%	0.31%	173.58
Cedar County .....	0	11.56%	0	0.00%	0.00%	0.00
Total Net Direct and Overlapping Debt(2) .....			\$4,597,244	2.43%	3.57%	\$1,979.86

City Actual Value 2014 Per Capita.....	\$81,559.80
City Taxable Value 2014 Per Capita .....	55,442.57

- Notes: (1) Source: The City, and the County; as of June 8, 2015 for Overlapping Debt and the date of issuance of the Bonds for the Net Direct Debt.  
(2) Subject to Change.

### PROPERTY TAX INFORMATION

#### Property Tax Assessment

In compliance with Section 441.21 of the Code of Iowa, as amended, the State Director of Revenue annually directs all county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The final values, called Actual Valuation, are then adjusted by the County Auditor. Taxable Valuation subject to tax levy is then determined by the application of State determined rollback percentages, principally to residential property.

Beginning in 1978, the State required a reduction in Actual Valuation to reduce the impact of inflation on its residents. The resulting value is defined as the Taxable Valuation. Such rollback percentages may be changed in future years. Certain historical rollback percentages for residential, agricultural and commercial valuations are as follows:

#### Rollback Percentages for Taxable Valuation(I)

Fiscal Year	Residential Rollback	Aq. Land & Buildings	Commercial
2006/07.....	45.9960%	100.0000%	99.1509%
2007/08.....	45.5596%	100.0000%	100.0000%
2008/09.....	44.0803%	90.1023%	99.7312%
2009/10.....	45.5893%	93.8568%	100.0000%
2010/11.....	46.9094%	66.2715%	100.0000%
2011/12.....	48.5299%	69.0152%	100.0000%
2012/13.....	50.7518%	57.5411%	100.0000%
2013/14.....	52.8166%	59.9334%	100.0000%
2014/15.....	54.4002%	43.3997%	95.0000%
2015/16.....	55.7335%	44.7021%	90.0000%

Note: (1) Source: the Iowa Department of Revenue.

Property is assessed on a calendar year basis. The assessments finalized as of January 1 of each year are applied to the following tax year. For example, the assessments finalized on January 1, 2014, are used to calculate tax liability for the tax year starting July 1, 2015 through June 30, 2016.

## Property Tax Collection

Each county is required by State law to collect all tax levies within its jurisdiction and remit, before the fifteenth of each month, the amount collected through the last day of the preceding month to underlying units of government, including the City. Property tax payments are made at the office of each county treasurer in full or one-half by September 30 and March 31, pursuant to the Code of Iowa, Sections 445.36 and 445.37. Where the first half of any property tax has not been paid by October 1, such installment becomes delinquent. If the second installment is not paid, it becomes delinquent on April 1. Delinquent taxes and special assessments are subject to a penalty at the rate of one and one-half percent per month, to a maximum of eighteen percent per annum.

If taxes are not paid when due, the property may be offered at the regular tax sale on the third Wednesday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property, and funds so received are applied to the payment of taxes. A property owner may redeem from the regular tax sale, but failing redemption within two years, the tax sale purchaser is entitled to a deed which in general conveys the title free and clear of all liens except future installments of taxes.

### Actual (100%) Valuations for the City(1)(2)

Property Class	Fiscal Year: Levy Year January 1:	2011/12 2010	2012/13 2011	2013/14 2012	2014/15 2013	2015/16 2014(5)
Residential .....		\$ 105,233,150	\$107,525,860	\$107,759,780	\$110,806,600	\$113,623,050
Agricultural .....		622,350	748,570	748,570	1,139,080	1,127,430
Commercial .....		39,173,202	37,634,220	51,084,718	53,829,055	56,395,165
Industrial .....		13,993,652	20,356,454	21,232,636	18,371,966	14,269,300
Utilities without Gas and Electric (3) .....		382,562	408,093	310,412	207,299	151,407
Gas and Electric Utilities (3) .....		2,966,055	3,133,697	3,262,195	3,473,867	3,963,663
Less: Military Exemption .....		(161,124)	(161,124)	(157,420)	(159,272)	(148,160)
Total .....		\$162,209,847	\$169,645,770	\$184,240,891	\$187,668,595	\$189,381,855
Percent Change +(-) .....		(4.97%)(4)	4.58%	8.60%	1.86%	0.91%

- Notes: (1) Source: Iowa Department of Management.  
(2) Includes tax increment finance (TIF) valuations used in the following amounts:

January 1:	2010	2011	2012	2013	2014
TIF Valuation .....	\$12,838,630	\$ 3,394,835	\$10,550,110	\$0	\$5,270,278

- (3) See "PROPERTY TAX INFORMATION - Utility Property Tax Replacement" herein.  
(4) Based on 2009 Actual Valuation of \$170,689,147.  
(5) Preliminary subject to change.

For the January 1, 2014 levy year, the City's Taxable Valuation was comprised of approximately 49% residential, 39% commercial, 10% industrial, 1% utilities, and less than 1% agriculture, and military exemption.

### Taxable ("Rollback") Valuations for the City(1)(2)

Property Class	Fiscal Year: Levy Year January 1:	2011/12 2010	2012/13 2011	2013/14 2012	2014/15 2013	2015/16 2014(5)
Residential .....		\$ 51,069,534	\$ 54,571,273	\$ 56,915,099	\$ 60,278,986	\$ 63,326,076
Agricultural .....		429,517	430,735	448,649	494,357	503,986
Commercial .....		39,173,202	37,634,220	51,084,718	51,137,666	50,755,648
Industrial .....		13,993,652	20,356,454	21,232,636	17,453,373	12,842,370
Utilities without Gas and Electric (3) .....		382,562	408,093	310,412	207,299	151,407
Gas and Electric Utilities (3) .....		1,301,587	1,342,585	1,303,167	1,346,511	1,306,311
Less: Military Exemption .....		(161,124)	(161,124)	(157,420)	(159,272)	(148,160)
Total .....		\$106,188,930	\$114,582,236	\$131,137,261	\$130,758,920	\$128,737,638
Percent Change +(-) .....		(7.22%)(4)	7.90%	14.45%	(0.29%)	(1.55%)

- Notes: (1) Source: Iowa Department of Management.  
(2) Includes tax increment finance (TIF) valuations used in the following amounts:

January 1:	2010	2011	2012	2013	2014
TIF Valuation .....	\$12,838,630	\$ 3,394,835	\$10,550,110	\$0	\$5,270,278

- (3) See "PROPERTY TAX INFORMATION - Utility Property Tax Replacement" herein.  
(4) Based on 2009 Taxable Valuation of \$114,454,332.  
(5) Preliminary subject to change.

The following shows the trend in the City's tax extensions and collections.

### Tax Extensions and Collections(1)(2)

Levy Year	Collection Year	Amount Levied	Amount Collected(2)	Percent Collected
2006 .....	2007-2008 .....	\$ 809,106	\$ 826,021	102.09%
2007 .....	2008-2009 .....	944,563	948,706	100.44%
2008 .....	2009-2010 .....	1,036,623	1,053,699	101.65%
2009 .....	2010-2011 .....	1,021,020	1,035,263	101.39%
2010 .....	2011-2012 .....	1,142,324	1,157,868	101.36%
2011 .....	2012-2013 .....	1,339,588	1,329,716	99.26%
2012 .....	2013-2014 .....	1,467,843	1,559,380	106.24%
2013 .....	2014-2015 .....	1,570,368	--In Collection--	

- Notes: (1) Source: The City and County Treasurer.  
(2) Includes delinquent taxes, penalties, interest payments and taxes on mobile homes.

### Principal Taxpayers(1)

<u>Taxpayer Name</u>	<u>Business/Service</u>	January 1, 2014 Taxable Valuation(2)
Procter & Gamble Hair Care, LLC .....	Hair Products Manufacturing .....	\$22,466,402
Realty Income Properties 17 LLC .....	Real Estate .....	10,043,951
Acciona Windpower North America, LLC .....	Windpower Energy .....	7,245,000
Plastics Products Company, Inc. ....	Plastics Products .....	3,108,456
Distributors Real Estate, Inc. ....	Real Estate .....	1,857,204
Care Initiatives .....	Nursing Home .....	1,547,017
Hames Manufactured Home .....	Manufactured Homes .....	1,295,856
T & J Sexton Enterprises LLC .....	Real Estate .....	1,242,162
Cargill Incorporated .....	Animal Feed .....	1,069,371
Tidewater Realty, LLC .....	Real Estate .....	955,089
Total .....		\$50,830,508
Ten Largest Taxpayers as Percent of City's 2014 Taxable Value (\$128,737,638) .....		39.48%

- Notes: (1) Source: Cedar County.  
(2) Every effort has been made to seek out and report the largest taxpayers. However, many of the taxpayers listed contain multiple parcels and it is possible that some parcels and their valuations have been overlooked.

### Levy Limits

Normal municipal operations and maintenance costs are generally funded through the corporate property tax levy. Iowa State Code does not allow the municipal general fund to be taxed above \$8.10 per thousand dollars of taxable value in any one year. In addition to the General Fund, there are several other tax funds that the City can create and use for specific purposes.

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The property tax rates for the City from levy year 2009 through levy year 2013 are shown below:

**Property Tax Rates: Levy Years 2009 - 2013(1)(2)**  
(Per \$1,000 Actual Valuation)

Fiscal Year: Levy Year:	2010/11 2009	2011/12 2010	2012/13 2011	2012	2013
The City:					
General Fund .....	\$ 8.10000	\$ 8.10000	\$ 8.10000	\$ 8.10000	\$ 8.10000
Debt Service .....	1.10486	1.72328	1.28431	1.85483	1.56175
Pension and Benefits .....	1.53073	1.31241	1.61800	1.19753	1.22827
Others .....	1.30823	0.90813	1.04151	0.89146	1.15380
Total City Rate .....	<u>\$12.04382</u>	<u>\$12.04382</u>	<u>\$12.04382</u>	<u>\$12.04382</u>	<u>\$12.04382</u>
Others:					
Cedar County .....	\$ 5.60531	\$ 5.55042	\$ 5.51581	\$ 5.36774	\$ 5.75937
West Branch Community School District .....	14.30683	14.05544	13.96841	13.97611	14.10551
Kirkwood Community College .....	0.92566	0.99870	1.07888	1.06473	1.05754
Other .....	0.62221	0.66101	0.66221	0.60805	0.61958
Total Rate Paid by West Branch Residents .....	<u>\$33.50383</u>	<u>\$33.30939</u>	<u>\$33.26913</u>	<u>\$33.06045</u>	<u>\$33.58582</u>

- Notes: (1) Source: The Iowa Department of Management.  
(2) Does not include the tax rate for agriculture.

### Utility Property Tax Replacement

Property owned by entities involved primarily in the production, delivery, service and sale of electricity and natural gas ("Utilities") pay a replacement tax based upon the delivery of energy by Utilities in lieu of property taxes. All replacement taxes are allocated among local taxing bodies by the State Department of Revenue and Finance and the Department of Management. This allocation is made in accordance with a general allocation formula developed by the Department of Management on the basis of general property tax equivalents. Utility properties paying the replacement tax are exempt from the levy of property tax by political subdivisions. In addition to the replacement tax, Utility property will continue to be valued by a special method as provided in the statute and taxed at the rate of three cents per one thousand dollars for the general fund of the State.

By statute, the replacement tax collected by the State and allocated among local taxing bodies (including the City) shall be treated as property tax when received and shall be disposed of by the county treasurer as taxes on real estate. It is possible that the general obligation debt capacity of the City could be adjudicated to be proportionately reduced in future years if Utility property were determined to be other than "taxable property" for purposes of computing the City's debt limit under Article XI of the Constitution of the State of Iowa. There can be no assurance that future legislation will not (i) operate to reduce the amount of debt the City can issue or (ii) adversely affect the City's ability to levy taxes in the future for the payment of the principal of and interest on its outstanding debt obligations, including the Bonds. Approximately 1% of the City's tax base currently is Utility property.

Notwithstanding the foregoing, Iowa Code section 76.2 provides when an Iowa political subdivision issues general obligation bonds, "the governing authority of these political subdivisions before issuing bonds shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditor(s) to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the bonds in full."

## **Tax Increment Financing**

The Code of Iowa currently authorizes the use of two types of tax increment financing by local taxing districts in the State of Iowa. The first type allows local governments to establish TIF districts to be established for the purposes of financing capital improvements constructed within the defined area which contribute to the urban redevelopment and economic development of the immediate area. The City currently has one active TIF district of this first type in place. The total certified taxable valuation for this type of TIF district was \$5,270,278 for levy year 2014.

The second type of tax increment financing was authorized by state legislative action in the mid-1980's. The area community colleges can establish TIF districts by contract with specific local businesses and industries to provide jobs training programming for new employees of existing expanding businesses or employees of new businesses. The revenues from these job training TIF districts then retires the debt incurred from the issuance of jobs training certificates which finance the cost of jobs training programming over a maximum of ten years. Upon payment of all jobs training certificates, the district dissolves and the incremental value from the new or expanded business reverts to the general tax base. Currently, there is no valuation for this type of TIF district in the City.

## **FINANCIAL INFORMATION**

### **Investment Policy**

The City has an investment policy. According to this policy, the goals of the District's investment policy, in order of priority, are: (1) to provide safety of the principal, (2) to maintain the necessary liquidity to match expected liabilities, and (3) to obtain a reasonable rate of return. In making investments, the City will use such care as a prudent person acting in a like capacity and familiar with such matters would use to meet the goals of the investment program. It is the responsibility of the City Clerk to oversee the investment portfolio in compliance with the investment policy and the law.

When investing operating funds, the investments must mature within 397 days or less. Operating funds are funds of the City which are reasonably expected to be used during a current budget year or within 15 months of receipt. When investing other than operating funds, the investments must mature according to the need for the funds.

The City Clerk is authorized to invest funds in excess of current needs in the following investments:

- (1) Interest bearing savings, money market, and checking accounts at the City's authorized depositories. Each bank must be on the most recent Approved Bank List as distributed by the Treasurer of the State of Iowa or as amended as necessary by notice inserted in the monthly mailing by the rate setting committee. Each financial institution shall be properly declared as a depository by the governing body of the City. Deposits in any financial institution shall not exceed the \$3,000,000 approved by the governing body of the City.
- (2) Obligations of the United States government, its agencies and instrumentalities.
- (3) Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions approved and secured pursuant to Chapter 12C of the Iowa Statutes.  
Assets of the City may not be invested in reverse repurchase agreements and futures and options contracts.

Investments of the City are subject to the following diversification requirements:

- (1) Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.
- (2) Liquidity practices to ensure that the next disbursement date and payroll date are covered through maturing investments, marketable U.S. Treasury bills or cash on hand shall be used at all times.

- (3) Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on instruments with maturities approaching one year shall not be greater than coupon interest and investment income received from the balance of the portfolio.

## **Financial Reports**

The City's financial statements are completed on the basis of cash receipts and disbursements, which is a comprehensive basis of accounting other than generally accepted accounting principles. See **APPENDIX A** for more detail.

## **No Consent or Updated Information Requested of the Auditor**

The tables and excerpts (collectively, the "Excerpted Financial Information") contained in this **"FINANCIAL INFORMATION"** section and in **APPENDIX A** are from the audited financial statements of the City, including the audited financial statements for the fiscal year ended June 30, 2014 (the "2014 Audit"). The 2014 Audit has been prepared by Office of Auditor of the State, State of Iowa, Des Moines, Iowa, (the "Auditor"), and approved by formal action of the City Council. The City has not requested the Auditor to update information contained in the Excerpted Financial Information; nor has the City requested that the Auditor consent to the use of the Excerpted Financial Information in this Official Statement. The inclusion of the Excerpted Financial Information in this Official Statement in and of itself is not intended to demonstrate the fiscal condition of the City since the date of the 2014 Audit. Questions or inquiries relating to financial information of the City since the date of the 2014 Audit should be directed to the City.

## **Summary Financial Information**

The following tables are summaries and do not purport to be the complete audits, copies of which are available upon request. See **APPENDIX A** for excerpts of the City's June 30, 2014 fiscal year audit. The City's revenues and expenditures are estimated to end fiscal year 2015 as budgeted with an anticipated spend down of approximately \$200,000 of general fund cash. The City did approve a balanced budget for fiscal year 2016 which will take effect July 1, 2015.

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**Statement of Activities and Net Assets – Cash Basis(I)  
Governmental Activities**

FUNCTION/PROGRAMS	Audited as of June 30				
	2010	2011	2012	2013	2014
<b>Governmental Activities:</b>					
Public Safety .....	\$ (338,263)	\$ (342,200)	\$ (202,257)	\$ (299,916)	\$ (283,469)
Public Works .....	(184,952)	(155,241)	(294,375)	(424,020)	(195,572)
Culture and Recreation .....	(267,724)	(344,590)	(432,620)	(329,901)	(836,935)
Community and Economic Development .....	(682,578)	(971,569)	(484,467)	(21,250)	(85,428)
General Government .....	(193,418)	(180,012)	(248,417)	(216,797)	(142,647)
Debt Service .....	(125,628)	(125,157)	(210,283)	(1,650,192)	(340,488)
Capital Projects .....	0	(128,745)	(252,978)	0	0
Total Governmental Activities .....	<u>\$(1,792,563)</u>	<u>\$(2,247,514)</u>	<u>\$(2,125,397)</u>	<u>\$(2,942,076)</u>	<u>\$(1,884,539)</u>
<b>GENERAL RECEIPTS:</b>					
Property and Other City Tax Levied for:					
General Purposes .....	\$ 925,564	\$ 907,969	\$ 973,980	\$ 1,184,043	\$ 1,317,897
Debt Service .....	128,209	127,293	183,887	145,673	241,483
Tax Increment Financing .....	656,110	963,646	374,400	97,387	36,912
Local Option Sales Tax .....	0	0	112,030	166,392	147,596
Unrestricted Interest on Investment .....	13,000	9,278	5,868	3,443	3,958
Bond and Loan Proceeds .....	74,000	128,745	233,892	1,453,570	400,000
Sale of Assets .....	40,000	0	0	0	0
Transfers .....	0	0	0	0	0
Miscellaneous .....	41,177	40,023	119,859	71,383	74,842
Total General Receipts and Transfers .....	<u>\$ 1,878,060</u>	<u>\$ 2,176,954</u>	<u>\$ 2,003,916</u>	<u>\$ 3,121,891</u>	<u>\$ 2,222,688</u>
<b>CHANGE IN CASH BASIS NET ASSETS .....</b>	<b>85,497</b>	<b>(70,560)</b>	<b>(121,481)</b>	<b>179,815</b>	<b>338,149</b>
<b>CASH BASIS NET ASSETS, BEGINNING OF YEAR .....</b>	<b><u>1,374,527</u></b>	<b><u>1,460,024</u></b>	<b><u>1,389,464</u></b>	<b><u>1,194,444</u></b>	<b><u>1,492,521</u></b>
<b>CASH BASIS NET ASSETS, END OF YEAR .....</b>	<b>\$ 1,460,024</b>	<b>\$ 1,389,464</b>	<b>\$ 1,267,983</b>	<b>\$ 1,374,259</b>	<b>\$ 1,830,670</b>
<b>CASH BASIS NET ASSETS</b>					
Restricted:					
Non Expendable .....	\$ 0	\$ 0	\$ 202,257	\$ 155,843	\$ 156,030
Expendable					
Civic Center .....	0	0	17,058	18,186	11,982
Streets .....	222,450	202,173	54,085	42,160	108,555
Employee Benefits .....	0	0	0	50,052	43,470
Fire .....	0	0	19,587	78,324	208,838
Library .....	0	0	106,248	75,008	83,288
Tort Liability .....	0	0	18,705	18,744	0
Police Grants .....	0	0	20,865	0	0
Dog Park .....	0	0	0	0	11,444
Urban Renewal Purposes .....	20,082	20,379	148,087	0	0
Debt Service .....	33,821	35,957	95,221	240,757	241,652
Revolving Loan Program .....	0	0	0	0	129,816
Economic Development .....	0	0	0	0	0
Other Purposes .....	392,374	626,009	33,230	0	0
Permanent Fund Purposes .....	197,429	0	0	0	0
Unrestricted .....	<u>593,868</u>	<u>504,946</u>	<u>552,640</u>	<u>695,185</u>	<u>835,595</u>
Total Cash Basis Net Assets .....	<u>\$ 1,460,024</u>	<u>\$ 1,389,464</u>	<u>\$ 1,267,983</u>	<u>\$ 1,374,259</u>	<u>\$ 1,830,670</u>

Note: (1) Source: Audited financial statements of the City for the fiscal years ended June 30, 2010 - 2014.

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## Statement of Cash Receipts, Disbursements and Changes in Cash Balances(1) General Fund

	Audited Fiscal Year Ending June 30				
	2010	2011	2012	2013	2014
<b>RECEIPTS:</b>					
Property Taxes .....	\$ 716,137	\$ 712,474	\$ 850,128	\$1,006,306	\$1,162,837
Other City Tax .....	27,102	0	0	0	0
Licenses and Permits .....	28,952	51,699	47,563	60,216	65,481
Use of Money and Property .....	15,172	11,883	7,904	6,144	5,966
Intergovernmental .....	321,754	129,023	182,279	159,017	162,498
Charges for Service .....	77,756	68,253	71,122	83,971	97,863
Miscellaneous .....	44,874	80,547	60,406	148,949	191,551
Total Receipts .....	<u>\$1,231,747</u>	<u>\$1,053,879</u>	<u>\$1,219,402</u>	<u>\$1,464,603</u>	<u>\$1,686,196</u>
<b>DISBURSEMENTS:</b>					
Operating:					
Public Safety .....	\$ 655,707	\$ 422,833	\$ 365,938	\$ 442,579	\$ 499,941
Public Works .....	169,335	152,375	186,500	452,980	293,709
Culture and Recreation .....	303,398	330,038	424,975	398,476	856,126
Community and Economic Development .....	8,614	8,220	19,593	21,250	48,041
General Government .....	176,673	166,049	236,443	204,557	182,772
Total Disbursements .....	<u>\$1,313,727</u>	<u>\$1,079,515</u>	<u>\$1,233,449</u>	<u>\$1,519,842</u>	<u>\$1,880,589</u>
Excess (deficiency) of Receipts Over (Under) Disbursements .....	\$ (81,980)	\$ (25,636)	\$ (14,047)	\$ (55,239)	\$ (194,393)
Other Financing Sources (Uses):					
Sale of Capital Assets .....	40,000	0	0	0	0
Loan Proceeds .....	74,000	0	0	149,364	400,000
Operating Transfers (Net) .....	(28,424)	10,542	42,191	(51,039)	48,942
Total Other Financing Sources (Uses) .....	<u>\$ 85,576</u>	<u>\$ 10,542</u>	<u>\$ 42,191</u>	<u>\$ 200,403</u>	<u>\$ 448,942</u>
Net Change in Cash Balances .....	\$ 3,596	\$ (15,094)	\$ 28,144	\$ 145,164	\$ 254,549
Cash Balance - Beginning of the Year .....	590,272	632,232(2)	617,138	645,282	790,446
Cash Balance - End of the Year .....	<u>\$ 593,868</u>	<u>\$ 617,138</u>	<u>\$ 645,282</u>	<u>\$ 790,446</u>	<u>\$1,044,995</u>

Note: (1) Source: Audited financial statements for the City for the fiscal years ended June 30, 2010 through 2014.  
(2) Restated as a change in fund type classification per implementation of GASB 54, "Special Revenue Emergency Levy"

## EMPLOYEE RETIREMENT AND OTHER POST EMPLOYMENT BENEFIT OBLIGATIONS

### Pensions

The City contributes to the Iowa Public Employees' Retirement System ("IPERS"), which is a state-wide multiple-employer cost-sharing defined benefit pension plan administered by the State of Iowa. IPERS provides retirement and death benefits which are established by State statute to plan members and beneficiaries. All full-time employees of the City are required to participate in IPERS. Employees who retire at age 65 (or anytime after age 58 with 30 or more years of service) are entitled to full monthly benefits. IPERS offers five options for distribution of retirement benefits. Prior to July 1, 2012, benefits become fully vested after completing four years of service or after attaining age 55 and after July 1, 2012 benefits become fully vested after completing seven years of service or after attaining age 65.

IPERS plan members are required to contribute a percentage of their annual salary, in addition to the City being required to make annual contributions to IPERS. Contribution amounts are set by State statute. The City's share, payable from the applicable funds of the City, is provided by an annual levy of taxes without limit or restriction as to rate or amount against all the taxable property of the City. All contributions are on a current basis. See "APPENDIX A" for additional information on IPERS.

The following table sets forth the contributions made by the City and employees to IPERS for the period indicated. The City has always made their full statutorily required contributions to IPERS. The City cannot predict the levels of funding that will be required in the future.

<u>Fiscal Year</u>	<u>% of Payroll Paid by the City</u>	<u>% of Payroll Paid by Employee</u>
2010 .....	6.65%	4.30%
2011 .....	6.95%	4.50%
2012 .....	8.07%	5.38%
2013 .....	8.67%	5.78%
2014 .....	8.93%	5.95%

The IPERS fund is administered by the State with administration costs paid from income derived from invested funds. IPERS has an unfunded actuarial liability and unrecognized actuarial loss. The following table sets forth certain information about the funding status of IPERS that has been extracted from the comprehensive annual financial report of IPERS for fiscal year 2014 (the “IPERS CAFR”). A complete copy of the IPERS CAFR can be obtained by visiting IPERS website at: <http://www.ipers.org/publications/misc/pdf/financial/cafr/cafr.pdf> or by writing to IPERS at P.O. Box 9117, Des Moines, Iowa 50306-9117. According to IPERS, as of the end of fiscal year 2014, there were approximately 346,413 total members participating in IPERS, including City employees. IPERS does not break out the funding status for each participating entity, therefore, it is not possible to determine the City’s allocable share of the funding status of IPERS.

<u>Fiscal Year Ending June 30</u>	<u>Actuarial Value of Assets [a]</u>	<u>Actuarial Accrued Liability [b]</u>	<u>Unfunded Actuarial Accrued Liability (Actuarial Value) [b]-[a]</u>	<u>Funded Ratio (Actuarial Value) [a]/[b]</u>	<u>Covered Payroll [c]</u>	<u>UAAL as a Percentage of Covered Payroll (Actuarial Value) {[b-a]/[c]}</u>
2010	\$21,537,458,560	\$26,468,419,650	\$4,930,961,090	81.37%	\$6,571,182,005	75.04%
2011	22,575,309,199	28,257,080,114	5,681,770,915	79.89%	6,574,872,719	86.42%
2012	23,530,094,461	29,446,197,486	5,916,103,025	79.91%	6,786,158,720	87.18%
2013	24,711,096,187	30,498,342,320	5,787,246,133	81.02%	6,880,131,134	84.12%
2014	26,460,428,085	32,004,456,088	5,544,028,003	82.68%	7,099,277,280	78.09%

Source: IPERS Comprehensive Annual Financial Report (Fiscal Year 2014).

When calculating the funding status of IPERS for fiscal year 2014, the following assumptions were used: (1) the amortization period for the total unfunded actuarial liability is 30 years (which is consistent with the maximum acceptable amortization period set forth by the Governmental Accounting Standards Board (“GASB”) in GASB Statement No. 25); (2) the rate of return on investments is assumed to be 7.5%; (3) salaries are projected to increase 4.0% for IPERS depending on year of service; and (4) the rate of inflation is assumed to be 3.00% for prices and 4.0% for wages.

Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor’s website or links to other Internet sites accessed through the IPERS website.

### Other Post-Employment Benefits (OPEB)

In June 2004, the Governmental Accounting Standards Board (“GASB”) issued GASB 45, which address how state and local governments are required to account for and report their costs and obligations related to other post-employment benefits (“OPEB”), defined to include post-retirement healthcare benefits. GASB 45 Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pension establishes financial reporting standards designed to measure, recognize and display OPEB costs. OPEB costs would become measurable on an accrual basis of accounting, and contribution rates (actuarially determined) would be prescribed for funding such costs. The provisions of GASB 45 do not require governments to fund their OPEBs. The City may establish its OPEB liability at zero as of the beginning of the initial year of implementation; however the unfunded actuarial liability is required to be amortized over future periods.

See **APPENDIX A – Notes (6) and (7)** herein for further discussion of the City’s employee retirement benefit obligations.

## **REGISTRATION, TRANSFER AND EXCHANGE**

See also **APPENDIX B, BOOK-ENTRY SYSTEM** for information on registration, transfer and exchange of book-entry bonds. The Bonds will be initially issued as book-entry bonds.

The City shall cause books (the “Bond Register”) for the registration and for the transfer of the Bonds to be kept at the principal corporate trust office of the Registrar in Des Moines, Iowa. The City will authorize to be prepared, and the Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Bond Resolution. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by the registered owner or such owner’s attorney duly authorized in writing, the City shall execute and the Registrar shall authenticate, date and deliver in the name of the registered owner, transferee or transferees (as the case may be) a new fully registered Bond or Bonds of the same maturity and interest rate of authorized denominations, for a like aggregate principal amount.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Registrar shall thereby be authorized to authenticate, date and deliver such Bond, provided, however, the principal amount of outstanding Bonds of each maturity authenticated by the Registrar shall not exceed the authorized principal amount of Bonds for such maturity less Bonds previously paid.

The Registrar shall not be required to transfer or exchange any Bond following the close of business on the 15th day of the month next preceding any interest payment date on such Bond, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bonds shall be made only to or upon the order of the registered owner thereof or such owner’s legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

## **TAX EXEMPTION AND RELATED CONSIDERATIONS**

### **Tax Exemption**

The opinion of Bond Counsel will state that under present laws and rulings, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code of 1986 (the “Code”); provided, however that such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes).

The opinions set forth in the preceding sentence will be subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.

In the resolution or other governing document authorizing the issuance of the Bonds, the City will covenant to comply with all such requirements.

There may be certain other federal tax consequences to the ownership of the Bonds by certain taxpayers, including without limitation, corporations subject to the branch profit tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security and Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will express no opinion with respect to other federal tax consequences to owners of the Bonds. Prospective purchasers of the Bonds should consult with their tax advisors as to such matters.

### **Bank Qualification**

In the resolution authorizing the issuance of the Bonds, the City will designate the Bonds as “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes a portion of the interest expense that is allocable to tax-exempt obligations.

### **Related Tax Matters**

The Internal Revenue Service (the “Service”) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

From time to time, there are legislative proposals that, if enacted, could adversely affect the federal and state tax matters referred to herein, adversely affect the marketability or market value of the Bonds, or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. For example, both President Obama and the Chairman of the Committee on Ways and Means of the U.S. House of Representative have proposed legislation that effectively would impose a partial tax on otherwise tax exempt interest for certain higher income taxpayers. In addition, regulatory and administrative actions may from time to time be announced that could adversely affect the market value, marketability or tax status of the Bonds. No prediction is made concerning future events. The opinions expressed by Bond Counsel in connection with the issuance of the Bonds are based upon existing law. Purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed legislation, regulatory actions, or litigation.



## Opinions

Bond Counsel's opinion is not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinion of Bond Counsel and Bond Counsel's opinion is not binding on the Service. Bond Counsel assumes no obligation to update its opinion after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise. See **APPENDIX C** for a draft form of legal opinion for the Bonds.

## SECONDARY MARKET DISCLOSURE

The aggregate principal amount of the Notes is less than \$1,000,000. The information undertaking provisions of SEC Rule 15c2-12(b)(5) are therefore not applicable to this issue. Upon request, the City will provide annual financial statements including the comprehensive annual financial report if one is prepared.

## OPTIONAL REDEMPTION

Bonds due June 1, 2016 - 2021, inclusive, are non-callable. Bonds due June 1, 2022 - 2025, inclusive, are callable in whole or in part on any date on or after June 1, 2021, at a price of par and accrued interest. If less than all the Bonds are called, they shall be redeemed in any order of maturity as determined by the City and within any maturity by lot.

The Registrar will give notice of redemption, identifying the Bonds (or portions thereof) to be redeemed, not less than thirty (30) days prior to the date fixed for redemption to the registered owner of each Bond (or portion thereof) to be redeemed at the address shown on the registration books maintained by the Registrar. Failure to give such notice by mail to any registered owner of the Bonds (or portion thereof) or any defect therein shall not affect the validity of any proceedings for the redemption of other Bonds (or portions thereof). All Bonds (or portions thereof) so called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

## LITIGATION

There is no litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the City taken with respect to the issuance or sale thereof.

## LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds and with regard to the tax-exempt status of the interest thereon (see "**TAX EXEMPTION AND RELATED CONSIDERATIONS**" herein) are subject to the approving legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel, a form of which is attached hereto as **APPENDIX C**. Signed copies of the opinion, dated and premised on law in effect as of the date of original delivery of the Bonds, will be delivered to the Underwriter at the time of such original delivery. The Bonds are offered subject to prior sale and to the approval of legality of the Bonds by Bond Counsel.

The legal opinion to be delivered will express the professional judgment of Bond Counsel and by rendering a legal opinion, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment or of the transaction or the future performance of the parties to the transaction.

Bond Counsel has not been engaged, nor has it undertaken, to prepare or to independently verify the accuracy of the Official Statement, including but not limited to financial or statistical information of the City and risks associated with the purchase of the Bonds, except Bond Counsel has reviewed the information and statements contained in the Official Statement under, **“TAX EXEMPTION AND RELATED CONSIDERATIONS”**, insofar as such statements contained under such captions purport to summarize certain provisions of the Internal Revenue Code of 1986, the Bonds and any opinions rendered by Bond Counsel. Bond Counsel has prepared the documents contained in **APPENDIX C**.

### **OFFICIAL STATEMENT AUTHORIZATION**

This Official Statement has been authorized for distribution to prospective purchasers of the Bonds. All statements, information, and statistics herein are believed to be correct but are not guaranteed by the consultants or by the City, and all expressions of opinion, whether or not so stated, are intended only as such.

### **UNDERWRITING**

The Bonds were offered for sale by the City at a public, competitive sale on Monday, July 20, 2015. The best bid submitted at the sale was submitted by \_\_\_\_\_ (the “Underwriter”). The City awarded the contract for sale of the Bonds to the Underwriter at a price of \$ \_\_\_\_\_. The Underwriter has represented to the City that the Bonds have been subsequently re-offered to the public initially at the yields or prices set forth in the addendum to this Official Statement.

### **MUNICIPAL ADVISOR**

The City has engaged Speer Financial, Inc. as Municipal Advisor (the “Municipal Advisor”) in connection with the issuance and sale of the Bonds. The Municipal Advisor will not participate in the underwriting of the Bonds. The Municipal Advisor is an Independent Registered Municipal Advisor in accordance with the rules of the Municipal Securities Board (the “MSRB”). The financial information included in the Official Statement has been compiled by the Municipal Advisor. Such information does not purport to be a review, audit or certified forecast of future events and may not conform with accounting principles applicable to compilations of financial information. The Municipal Advisor is not a firm of certified public accountants and does not serve in that capacity or provide accounting services in connection with the Bonds. The Municipal Advisor is not obligated to undertake any independent verification of or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement, nor is the Municipal Advisor obligated by the City’s continuing disclosure undertaking.

### **CERTIFICATION**

We have examined this Official Statement dated June 29, 2015, for the \$855,000 General Obligation Corporate Purpose Bonds, Series 2015, believe it to be true and correct and will provide to the purchaser of the Bonds at the time of delivery a certificate confirming to the purchaser that to the best of our knowledge and belief information in the Official Statement was at the time of acceptance of the bid for the Bonds and, including any addenda thereto, was at the time of delivery of the Bonds true and correct in all material respects and does not include any untrue statement of a material fact, nor does it omit the statement of any material fact required to be stated therein, or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

/s/ **MATT MUCKLER**  
*City Administrator*  
CITY OF WEST BRANCH  
Cedar County, Iowa

/s/ **COLTON MILLER**  
*Mayor Pro Tem*  
CITY OF WEST BRANCH  
Cedar County, Iowa

**APPENDIX A**

**CITY OF WEST BRANCH  
CEDAR COUNTY, IOWA**

**EXCERPTS FROM THE AUDITED FINANCIAL STATEMENTS  
FOR THE FISCAL YEAR ENDING  
JUNE 30, 2014**

Exhibit A

City of West Branch

Cash Basis Statement of Activities and Net Position

As of and for the year ended June 30, 2014

	Disbursements	Charges for Service	Program Receipts Operating Grants, Contributions and Restricted Interest
<b>Functions/Programs:</b>			
<b>Primary Government:</b>			
Governmental activities:			
Public safety	\$ 556,440	41,927	231,044
Culture and recreation	480,201	50,269	234,360
Community and economic development	925,633	54,252	34,446
General government	185,428	-	-
Debt service	196,704	56,057	-
	340,488	-	-
<b>Total governmental activities</b>	<b>2,586,894</b>	<b>202,505</b>	<b>499,850</b>
Business type activities:			
Water	473,901	409,846	-
Sewer	1,042,619	284,323	-
<b>Total business type activities</b>	<b>1,516,520</b>	<b>694,169</b>	<b>-</b>
<b>Total Primary Government</b>	<b>\$ 4,103,414</b>	<b>\$ 896,674</b>	<b>\$ 499,850</b>
<b>Component Units:</b>			
Friends of the West Branch Public Library	\$ 2,824	-	1,449
West Branch Firefighters	63,797	-	67,503
<b>Total component units</b>	<b>\$ 66,621</b>	<b>-</b>	<b>\$ 68,952</b>

**General Receipts:**

Property tax levied for:

General purposes

Debt service

Tax increment financing

Local option sales tax

Unrestricted interest on investments

Note proceeds

Miscellaneous

Total general receipts

Change in cash basis net position

Cash basis net position beginning of year, as restated

Cash basis net position end of year

**Cash Basis Net Position**

Restricted:

Nonexpendable:

Cemetery perpetual care

Krouth principal

Expendable:

Civic center

Streets

Employee benefits

Fire department

Library

Dog park

Debt service

Customer deposits

Revolving loan program

Unrestricted

**Total cash basis net position**

See notes to financial statements.

Net (Disbursemental) Receipts and Changes in Cash Basis Net Position				
Governmental Activities	Primary Government Business Type Activities	Total	Component Units	
			Friends of the West	West Branch Firefighters
(283,469)	-	(283,469)	-	-
(195,572)	-	(195,572)	-	-
(836,935)	-	(836,935)	-	-
(185,428)	-	(185,428)	-	-
(192,647)	-	(192,647)	-	-
(340,488)	-	(340,488)	-	-
<b>(1,884,539)</b>	<b>-</b>	<b>(1,884,539)</b>	<b>-</b>	<b>-</b>
-	(64,055)	(64,055)	-	-
-	(758,296)	(758,296)	-	-
-	(822,351)	(822,351)	-	-
<b>(1,884,539)</b>	<b>(822,351)</b>	<b>(2,706,890)</b>	<b>(1,375)</b>	<b>3,706</b>
1,317,897	-	1,317,897	-	-
241,483	-	241,483	-	-
36,912	-	36,912	-	-
147,596	-	147,596	-	-
3,958	-	3,958	681	5
400,000	-	400,000	-	-
74,842	-	74,842	-	-
<b>2,222,688</b>	<b>-</b>	<b>2,222,688</b>	<b>681</b>	<b>5</b>
338,149	(822,351)	(484,202)	(694)	3,711
<b>1,492,521</b>	<b>1,251,037</b>	<b>2,743,558</b>	<b>54,243</b>	<b>20,693</b>
<b>\$ 1,830,670</b>	<b>428,686</b>	<b>2,259,356</b>	<b>53,549</b>	<b>24,404</b>
\$ 105,178	-	105,178	-	-
50,852	-	50,852	-	-
11,982	-	11,982	-	-
108,555	-	108,555	53,549	-
34,770	-	34,770	-	24,404
268,838	-	268,838	-	-
83,288	-	83,288	-	-
11,444	-	11,444	-	-
241,652	6,765	248,417	-	-
-	7,700	7,700	-	-
129,816	-	129,816	-	-
835,595	414,221	1,249,816	-	-
<b>\$ 1,830,670</b>	<b>428,686</b>	<b>2,259,356</b>	<b>53,549</b>	<b>24,404</b>

Exhibit B

City of West Branch

Statement of Cash Receipts, Disbursements  
and Changes in Cash Balances  
Governmental Funds

As of and for the year ended June 30, 2014

	Special Revenue		
	General	Road Use Tax	Urban Renewal Tax Increment
<b>Receipts:</b>			
Property tax	\$ 1,162,837	-	-
Tax increment financing	-	-	36,912
Other city tax	-	-	-
Licenses and permits	65,481	-	-
Use of money and property	5,966	-	-
Intergovernmental	162,498	231,861	-
Charges for service	97,863	-	-
Miscellaneous	191,551	-	-
<b>Total receipts</b>	<b>1,686,196</b>	<b>231,861</b>	<b>36,912</b>
<b>Disbursements:</b>			
Operating:			
Public safety	499,941	-	-
Public works	293,709	165,466	-
Culture and recreation	856,126	-	-
Community and economic development	48,041	-	37,387
General government	182,772	-	-
Debt service	-	-	-
<b>Total disbursements</b>	<b>1,880,589</b>	<b>165,466</b>	<b>37,387</b>
<b>Excess (deficiency) of receipts over (under) disbursements</b>	<b>(194,393)</b>	<b>66,395</b>	<b>(475)</b>
<b>Other financing sources (uses):</b>			
Note proceeds	400,000	-	-
Transfers in	48,942	-	-
Transfers out	-	-	-
<b>Total other financing sources (uses)</b>	<b>448,942</b>	<b>-</b>	<b>-</b>
<b>Change in cash balances</b>	<b>254,549</b>	<b>66,395</b>	<b>(475)</b>
Cash balances beginning of year, as restated	790,446	42,160	208,087
Cash balances end of year	\$ 1,044,995	\$ 108,555	\$ 207,612
<b>Cash Basis Fund Balances</b>			
Nonspendable:			
Cemetery perpetual care	-	-	-
Krouth principal	-	-	-
Restricted for:			
Civic center	11,982	-	-
Streets	-	108,555	-
Employee benefits	-	-	-
Fire	130,886	-	-
Library	66,532	-	-
Dog park	-	-	-
Debt service	-	-	207,612
Revolving loan program	-	-	-
Unassigned	835,595	-	-
<b>Total cash basis fund balances</b>	<b>\$ 1,044,995</b>	<b>\$ 108,555</b>	<b>\$ 207,612</b>

See notes to financial statements.

	Debt Service	Nonmajor	Total
241,483	155,060	1,559,380	
-	-	36,912	
-	147,596	147,596	
-	-	65,481	
-	851	6,817	
-	-	394,359	
-	-	97,863	
-	25,084	216,635	
241,483	328,591	2,525,043	
-	-	-	
-	56,499	556,440	
-	21,026	480,201	
-	69,507	925,633	
-	-	85,428	
-	15,932	198,704	
340,488	-	340,488	
340,488	162,964	2,586,894	
(99,005)	165,627	(61,851)	
-	-	400,000	
100,375	-	149,317	
-	(149,317)	(149,317)	
100,375	(149,317)	400,000	
1,370	16,310	338,149	
32,670	419,158	1,492,521	
34,040	435,468	1,830,670	
-	-	-	
-	105,178	105,178	
-	50,852	50,852	
-	-	11,982	
-	-	108,555	
-	43,470	43,470	
-	77,952	208,838	
-	16,756	83,288	
-	11,444	11,444	
34,040	-	241,652	
-	129,816	129,816	
-	-	835,595	
34,040	435,468	1,830,670	

City of West Branch  
Notes to Financial Statements  
June 30, 2014

(1) **Summary of Significant Accounting Policies**

The City of West Branch is a political subdivision of the State of Iowa located in Cedar and Johnson Counties. It was first incorporated in 1851 and operates under the Home Rule provisions of the Constitution of Iowa. The City operates under the Mayor-Council form of government with the Mayor and Council Members elected on a non-partisan basis. The City provides numerous services to citizens, including public safety, public works, health and social services, culture and recreation, community and economic development and general government services. The City also provides water and sewer utilities for its citizens.

A. Reporting Entity

For financial reporting purposes, the City of West Branch has included all funds, organizations, agencies, boards, commissions and authorities. The City has also considered all potential component units for which it is financially accountable and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the City to impose its will on that organization or (2) the potential for the organization to provide specific benefits to or impose specific financial burdens on the City.

These financial statements present the City of West Branch (the primary government) and its component units. The component units discussed below are included in the City's reporting entity because of the significance of their operational or financial relationship with the City.

Discretely Presented Component Units

The Friends of the West Branch Public Library (Friends) has been incorporated under the provisions of the Iowa Nonprofit Corporation Act, Chapter 504A of the Code of Iowa, for the purpose of aiding in the general operation of the West Branch Public Library. In accordance with criteria set forth by the Governmental Accounting Standards Board, Friends meets the definition of a component unit which should be discretely presented.

The West Branch Firefighters (Firefighters) has been incorporated under the provisions of the Iowa Nonprofit Corporation Act, Chapter 504A of the Code of Iowa, for the purpose of aiding in the extinguishing of fires and performing such other duties as set forth by the Fire Department. In accordance with criteria set forth by the Governmental Accounting Standards Board, the Firefighters meet the definition of a component unit which should be discretely presented.

Blended Component Unit

West Branch Dog Park, Inc. has been incorporated under the provisions of the Iowa Nonprofit Corporation Act, Chapter 504A of the Code of Iowa, for the purpose of supporting, promoting and preserving the West Branch dog park. In accordance with criteria set forth by the Governmental Accounting Standards Board, West Branch Dog Park, Inc. meets the definition of a component unit which should be blended.

Jointly Governed Organizations

The City participates in several jointly governed organizations that provide goods or services to the citizenry of the City but do not meet the criteria of a joint venture since there is no ongoing financial interest or responsibility by the participating governments. City officials are members of the following boards and commissions: Cedar County Assessor's Conference Board, Cedar County Joint E911 Service Board and Cedar County Emergency Management Agency.

B. Basis of Presentation

Government-wide Financial Statement – The Cash Basis Statement of Activities and Net Position reports information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from this statement. Governmental activities, which are supported by tax and intergovernmental revenues, are reported separately from business type activities, which rely to a significant extent on fees and charges for service.

The Cash Basis Statement of Activities and Net Position presents the City's nonfiduciary net position. Net position is reported in the following categories/components:

Nonexpendable restricted net position is subject to externally imposed stipulations which require the cash balance be maintained permanently by the City, including the City's Permanent Funds.

Expendable restricted net position results when constraints placed on the use of cash balances are either externally imposed or are imposed by law through constitutional provisions or enabling legislation. Enabling legislation did not result in any restricted net position.

Unrestricted net position consists of cash balances not meeting the definition of the preceding categories. Unrestricted net position is often subject to constraints imposed by management which can be removed or modified.

The Cash Basis Statement of Activities and Net Position demonstrates the degree to which the direct disbursements of a given function are offset by program receipts. Direct disbursements are those clearly identifiable with a specific function. Program receipts include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function and 2) grants, contributions and interest on investments restricted to meeting the operational or capital requirements of a particular function. Property tax and other items not properly included among program receipts are reported instead as general receipts.

Fund Financial Statements – Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as nonmajor governmental funds.

The City reports the following major governmental funds:

The General Fund is the general operating fund of the City. All general tax receipts from general and emergency levies and other receipts not allocated by law or contractual agreement to some other fund are accounted for in this fund. From the fund are paid the general operating disbursements, the fixed charges and the capital improvement costs not paid from other funds.

Special Revenue:

The Road Use Tax Fund is used to account for the road use tax allocation from the State of Iowa to be used for road construction and maintenance.

The Urban Renewal Tax Increment Fund is used to account for tax increment financing collections and the repayment of tax increment financing indebtedness.

The Debt Service Fund is utilized to account for property tax and other receipts to be used for the payment of interest and principal on the City's general long-term debt.

The City reports the following major proprietary funds:

The Enterprise, Water Fund accounts for the operation and maintenance of the City's water system.

The Enterprise, Sewer Fund accounts for the operation and maintenance of the City's wastewater treatment and sanitary sewer system.

Additionally, the City reports an Agency Fund which is used to account for assets held by the City as an agent for individual flexible benefit accounts.

#### C. Measurement Focus and Basis of Accounting

The City maintains its financial records on the basis of cash receipts and disbursements and the financial statements of the City are prepared on that basis. The cash basis of accounting does not give effect to accounts receivable, accounts payable and accrued items. Accordingly, the financial statements do not present financial position and results of operations of the funds in accordance with U.S. generally accepted accounting principles.

Under the terms of grant agreements, the City funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants and general receipts. Thus, when program disbursements are paid, there are both restricted and unrestricted cash basis net position available to finance the program. It is the City's policy to first apply cost-reimbursement grant resources to such programs, followed by categorical block grants and then by general receipts.

When a disbursement in governmental funds can be paid using either restricted or unrestricted resources, the City's policy is generally to first apply the disbursement toward restricted fund balance and then to less-restrictive classifications – committed, assigned and then unassigned fund balances.

Proprietary funds distinguish operating receipts and disbursements from non-operating items. Operating receipts and disbursements generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. All receipts and disbursements not meeting this definition are reported as non-operating receipts and disbursements.

#### D. Governmental Cash Basis Fund Balances

In the governmental fund financial statements, cash basis fund balances are classified as follows:

Nonspendable – Amounts which cannot be spent because they are legally or contractually required to be maintained intact.

Restricted – Amounts restricted to specific purposes when constraints placed on the use of the resources are either externally imposed by creditors, grantors or state or federal laws or are imposed by law through constitutional provisions or enabling legislation.

Unassigned – All amounts not included in the preceding classifications.

#### E. Budgets and Budgetary Accounting

The budgetary comparison and related disclosures are reported as Other Information.

#### (2) Cash and Pooled Investments

The City's deposits in banks and credit unions at June 30, 2014 were entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to insure there will be no loss of public funds.

The City is authorized by statute to invest public funds in obligations of the United States government, its agencies and instrumentalities; certificates of deposit or other evidences of deposit at federally insured depository institutions approved by the City Council; prime eligible bankers acceptances; certain high rated commercial paper; perfected repurchase agreements; certain registered open-end management investment companies; certain joint investment trusts; and warrants or improvement certificates of a drainage district.

The City had no investments meeting the disclosure requirements of Governmental Accounting Standards Board Statement No. 3, as amended by Statement No. 40.

(3) Bonds and Note Payable

Annual debt service requirements to maturity for general obligation bonds/note and water revenue bonds are as follows:

Year Ending June 30,	General				Water			
	Obligation Bonds/Note		Property Acquisition		Revenue Bonds		Total	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2015	\$ 155,000	41,740	35,767	10,901	45,000	18,900	235,767	71,541
2016	160,000	40,190	36,641	9,828	46,000	17,550	242,841	67,568
2017	165,000	38,590	37,946	8,723	47,000	16,170	249,946	63,483
2018	165,000	36,940	39,084	7,584	48,000	14,760	252,084	59,284
2019	165,000	35,290	40,257	6,411	50,000	13,320	255,257	55,021
2020-2024	885,000	143,040	173,470	13,203	273,000	43,230	1,331,470	199,473
2025-2029	515,000	72,125	-	-	121,000	5,460	636,000	77,585
2030-2032	270,000	16,500	-	-	-	-	270,000	16,500
Total	\$ 2,480,000	424,415	363,365	56,650	630,000	129,390	3,473,365	610,455

On March 5, 2013, the City issued \$2,730,000 of general obligation corporate purpose and refunding bonds to provide funds to pay the costs of constructing improvements to the municipal sanitary sewer, wastewater treatment and waterworks systems and to currently refund the outstanding balance of the City's 2005 general obligation bonds. The bonds bear interest at 2.07% per annum and mature on June 1, 2032. During fiscal year 2014, the City paid principal of \$155,000 and interest of \$43,290 on the bonds. The outstanding principal balance at June 30, 2014 was \$2,480,000.

On July 31, 2013 the City issued a \$400,000 general obligation property acquisition note to fund the purchase of land for future park space. The note bears interest at 3% per annum and matures on June 1, 2023. During fiscal year 2014, the City paid principal of \$36,635 and interest of \$1,033 on the note. The outstanding principal balance at June 30, 2014 was \$363,365.

On June 2, 2005, the City entered into an agreement with the Iowa Finance Authority, the Iowa Department of Natural Resources and Wells Fargo Bank Iowa, N.A. for the issuance of \$860,000 of water revenue bonds with an interest rate of 2.07% per annum. The City is also required to annually pay a .25% servicing fee on the outstanding principal balance. The bonds were issued pursuant to the provisions of Chapter 384 of the Code of Iowa to pay the costs of constructing improvements and extensions to the City's water system. During fiscal year 2014, the City paid principal of \$39,000 and interest of \$18,450 on the bonds. The outstanding principal balance at June 30, 2014 was \$576,000.

On April 5, 2007, the City entered into an agreement with the Iowa Finance Authority and Wells Fargo Bank, N.A. for the issuance of \$83,000 of water revenue bonds with an interest rate of 3.0% per annum. The City is also required to annually pay a .25% servicing fee on the outstanding principal balance. The bonds were issued pursuant to the provisions of Chapter 384 of the Code of Iowa to pay the costs of constructing improvements and extensions to the City's water system. During fiscal year 2014, the City paid principal of \$4,000 and interest of \$1,740 on the bonds. The outstanding principal balance at June 30, 2014 was \$84,000.

The City has pledged future water customer receipts, net of specified operating disbursements, to repay \$943,000 of water revenue bonds issued in June 2005 and April 2007. Proceeds from the bonds provided financing for the construction of water main improvements and extensions. The bonds are payable solely from water customer net receipts and are payable through 2026. Annual principal and interest payments on the

bonds are expected to require less than 47% of net receipts. The total principal and interest remaining to be paid on the two bond issues is \$759,390. For the current year, total principal and interest paid on the water revenue bonds was \$63,190 and total customer net receipts were \$136,225.

The resolutions providing for the issuance of the water revenue bonds issued under loan agreements between the City, the Iowa Finance Authority, the Iowa Department of Natural Resources and Wells Fargo Bank Iowa, N.A. include the following provisions:

- The bonds will only be redeemed from the future earnings of the Water Fund and the bond holders hold a lien on the future earnings of the fund.
- Sufficient monthly transfers shall be made to a water revenue bond sinking account within the Water Fund for the purpose of making the bond principal and interest payments when due.
- All funds remaining in the Water Fund after making the required transfers shall be placed in a water revenue surplus account. As long as the sinking account has the full amount required to be deposited, the balance in the surplus account may be made available to the City as the City Council may direct.
- User rates shall be established at a level which produces and maintains net receipts at a level not less than 110% of the amount of principal and interest on the bonds falling due in the same year.

(4) Loan Agreements

On August 5, 2008, the City entered into a loan agreement with a local bank, not to exceed \$197,500, to provide funds for a lawsuit settlement. The loan bears 4.50% per annum interest and is currently scheduled to be repaid in full in fiscal year 2020. Annual debt service requirements on the loan are as follows:

Year Ending June 30,	Interest Rate	Principal	Interest	Total
2015	4.50%	\$ 12,610	5,667	18,277
2016	4.50	14,892	3,501	18,393
2017	4.50	15,554	2,834	18,388
2018	4.50	16,262	2,131	18,393
2019	4.50	16,994	1,399	18,393
2020	4.50	14,102	635	14,737
Total		\$ 90,414	16,167	106,581

During the year ended June 30, 2014, the City paid principal of \$66,353, including an additional principal payment of \$55,000, and interest of \$7,040 on the loan.

On May 26, 2011, the City entered into a loan agreement with a local bank, not to exceed \$376,700, for the expansion of the fire station. The loan bears 3.25% per annum interest and matures on July 1, 2015. Annual debt service requirements on the loan are as follows:

Year Ending June 30,	Interest Rate	Principal	Interest	Total
2015	3.25%	\$ 98,617	1,758	100,375
2016	3.25	396	1	397
Total		\$ 99,013	1,759	100,772



During the year ended June 30, 2014, the City paid principal of \$95,382 and interest of \$4,993 on the loan.

On February 5, 2013, the City entered into an equipment note with a local bank for \$149,364 to provide funds to finance the acquisition of equipment for the street department. The note bears interest at 1.75% per annum and matures on June 1, 2015. Annual debt service requirements on the loan are as follows:

Year	Interest Rate	Principal	Interest	Total
Ending June 30,				
2015	1.75%	\$ 74,682	1,307	75,989

During the year ended June 30, 2014, the City paid principal of \$74,682 and interest of \$3,384 on the note.

(5) **Lease-Purchase Agreement**

The City has entered into an agreement to lease a copier under a capital lease. The following is a schedule of the future minimum lease payment, including interest of 13.93% per annum, and the present value of the net minimum lease payment under the agreement in effect at June 30, 2014:

Year ending June 30,	Amount
2015	\$ 1,676
Less amount representing interest	74
Present value of net minimum lease payments	\$ 1,602

During the year ended June 30, 2014, the City made principal payments of \$2,617 and interest payments of \$407 on the capital lease.

(6) **Pension and Retirement Benefits**

The City contributes to the Iowa Public Employees' Retirement System (IPERS), which is a cost-sharing multiple-employer defined benefit pension plan administered by the State of Iowa. IPERS provides retirement and death benefits which are established by state statute to plan members and beneficiaries. IPERS issues a publicly available financial report that includes financial statements and required supplementary information. The report may be obtained by writing to IPERS, P.O. Box 9117, Des Moines, Iowa 50306-9117.

Most regular plan members are required to contribute 5.95% of their annual covered salary and the City is required to contribute 8.93% of covered salary. Certain employees in special risk occupations and the City contribute an actuarially determined contribution rate. Contribution requirements are established by state statute. The City's contributions to IPERS for the years ended June 30, 2014, 2013 and 2012 were \$61,639, \$55,475 and \$44,289, respectively, equal to the required contributions for each year.

(7) **Other Postemployment Benefits (OPEB)**

Plan Description - The City operates a single-employer health benefit plan which provides medical/prescription drug benefits for employees, retirees and their spouses. There are 14 active and no retired members in the plan. Retired participants must be age 55 or older at retirement.

The medical/prescription drug benefits are provided through a fully-insured plan with Wellmark. Retirees under age 65 would pay the same premium for the medical/prescription drug benefits as active employees.

Funding Policy - The contribution requirements of plan members are established and may be amended by the City. The City currently finances the benefit plan on a pay-as-you-go basis. The most recent active member monthly premiums for the City and plan members are \$535 for single coverage and \$1,339 for family coverage. For the year ended June 30, 2014, the City contributed \$97,621 and plan members eligible for benefits contributed \$22,172 to the plan.

(8) **Compensated Absences**

City employees accumulate a limited amount of earned but unused vacation and compensatory time hours for subsequent use or for payment upon termination, retirement or death. These accumulations are not recognized as disbursements by the City until used or paid.

Employees eligible for retirement will receive either one-half or one-quarter of their accumulated sick leave balance, dependent on the date they were hired. Two employees were eligible for sick leave benefits at June 30, 2014.

The City's approximate liability for earned vacation, compensatory time and sick leave payable to employees at June 30, 2014, primarily relating to the General Fund, was approximately \$75,000. This liability has been computed based on rates of pay in effect at June 30, 2014.

(9) **Interfund Transfers**

The detail of interfund transfers for the year ended June 30, 2014 is as follows:

Transfer to	Transfer from	Amount
General	Special Revenue:	
	Local Option Sales Tax	\$ 47,593
	Permanent:	
	Krouth Principal	1,349
		<u>48,942</u>
Debt Service	Special Revenue:	
	Local Option Sales Tax	100,375
Total		<u>\$ 149,317</u>

Transfers generally move resources from the fund statutorily required to collect the resources to the fund statutorily required to disburse the resources.

(10) **Interfund Loan**

On May 5, 2014, the City approved a \$100,000 loan from the General Fund to the Special Revenue, Urban Renewal Tax Increment Fund for administration and legal costs associated with planning, authorizing and carrying out an urban renewal project. The loan is interest free and will be repaid from incremental property tax receipts. The outstanding loan balance at June 30, 2014 was \$100,000.

(11) **Risk Management**

The City is a member of the Iowa Communities Assurance Pool, as allowed by Chapter 670.7 of the Code of Iowa. The Iowa Communities Assurance Pool (Pool) is a local government risk-sharing pool whose 700 members include various governmental entities throughout the State of Iowa. The Pool was formed in August 1986 for the purpose of managing and funding third-party liability claims against its members. The Pool provides coverage and protection in the following categories: general liability, automobile liability, automobile physical damage, public officials liability, police professional liability, property, inland marine and boiler/machinery. There have been no reductions in insurance coverage from prior years.

Each member's annual casualty contributions to the Pool fund current operations and provide capital. Annual casualty operating contributions are those amounts necessary to fund, on a cash basis, the Pool's general and administrative expenses, claims, claims expenses and reinsurance expenses estimated for the fiscal year, plus all or any portion of any deficiency in capital. Capital contributions are made during the first six years of membership and are maintained at a level determined by the Board not to exceed 300% of basis rate or to comply with the requirements of any applicable regulatory authority having jurisdiction over the Pool.

The Pool also provides property coverage. Members who elect such coverage make annual property operating contributions which are necessary to fund, on a cash basis, the Pool's general and administrative expenses, reinsurance premiums, losses and loss expenses for property risks estimated for the fiscal year, plus all or any portion of any deficiency in capital. Any year-end operating surplus is transferred to capital. Deficiencies in operations are offset by transfers from capital and, if insufficient, by the subsequent year's member contributions.

The City's property and casualty contributions to the risk pool are recorded as expenditures from its operating funds at the time of payment to the risk pool. The City's contributions to the Pool for the year ended June 30, 2014 were \$38,190.

The Pool uses reinsurance and excess risk-sharing agreements to reduce its exposure to large losses. The Pool retains general, automobile, police professional, and public officials' liability risks up to \$350,000 per claim. Claims exceeding \$350,000 are reinsured through reinsurance and excess risk-sharing agreements up to the amount of risk-sharing protection provided by the County's risk-sharing certificate. Property and automobile physical damage risks are retained by the Pool up to \$150,000 each occurrence, each location. Property risks exceeding \$150,000 are reinsured through reinsurance and excess risk-sharing agreements up to the amount of risk-sharing protection provided by the City's risk-sharing certificate.

The Pool's intergovernmental contract with its members provides that in the event a casualty claim, property loss or series of claims or losses exceeds the amount of risk-sharing protection provided by the City's risk-sharing certificate, or in the event a casualty claim, property loss or series of claims or losses exhausts the Pool's funds and any reinsurance and any excess risk-sharing recoveries, then payment of such claims or losses shall be the obligation of the respective individual member against whom the claim was made or the loss was incurred. As of June 30, 2014, settled claims have not exceeded the risk pool or reinsurance coverage since the Pool's inception.

Members agree to continue membership in the Pool for a period of not less than one full year. After such period, a member who has given 60 days' prior written notice may withdraw from the Pool. Upon withdrawal, payments for all casualty claims and claims expenses become the sole responsibility of the withdrawing member, regardless of

whether a claim was incurred or reported prior to the member's withdrawal. Upon withdrawal, a formula set forth in the Pool's intergovernmental contract with its members is applied to determine the amount (if any) to be refunded to the withdrawing member.

The City also carries commercial insurance purchased from other insurers for coverage associated with workers compensation and employee blanket bond in varying amounts. The City assumes liability for any deductibles and claims in excess of coverage limitations. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

(12) **Restatement/Reclassification**

The July 1, 2013 cash basis net position of the governmental activities and the cash balance of the Special Revenue, Revolving Loan Fund have been restated to properly report the City's revolving loan fund activity administered by Main Street West Branch, Inc.

	Governmental Activities	Special Revenue, Revolving Loan Fund
Balances June 30, 2013, as previously reported	\$ 1,374,259	-
Previously unrecorded revolving loan fund	118,262	118,262
Balances July 1, 2013, as restated	\$ 1,492,521	118,262

(13) **Revolving Loan Fund**

In 2001, the City established a revolving loan fund (RLF) to provide loans to promote economic development within the City. The RLF was established with proceeds from an economic development set-aside grant. In June 2011, the City entered into an administrative agreement with Main Street West Branch, Inc. to administer the City's RLF. Pursuant to the agreement, the balance of set-aside grant funds held by the City was remitted to Main Street West Branch, Inc. to be maintained in accounts separate from other Main Street West Branch, Inc. activity. Main Street West Branch, Inc. reviews all loan applications, awards loans based on criteria established by the City and collects and records all loan repayments. The City retains ownership of these funds and, accordingly, activity of the RLF is included in the City's financial statements in the Special Revenue, Revolving Loan Fund. Active loans during the year had an outstanding balance of \$7,348 at June 30, 2014.

(14) **Subsequent Event**

In August, 2014, the City Council approved the purchase of a fire truck from Toyne Inc. for \$380,029. The cost of the fire truck will be paid from donations and other available City funds.

(15) **Prospective Accounting Change**

The Governmental Accounting Standards Board has issued Statement No. 68, Accounting and Financial Reporting for Pensions – an Amendment of GASB No. 27. This statement will be implemented for the fiscal year ending June 30, 2015. The revised requirements establish new financial reporting requirements for state and local governments which provide their employees with pension benefits, including additional note disclosures and required supplementary information.

## **APPENDIX B**

### **DESCRIBING BOOK-ENTRY-ONLY ISSUANCE**

1. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to any Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to any Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to any Tender/Remarketing Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

## APPENDIX C

### DRAFT FORM OF LEGAL OPINION

We hereby certify that we have examined certified copies of the proceedings (the “Proceedings”) of the City Council of the City of West Branch (the “Issuer”), in Cedar County, Iowa, passed preliminary to the issue by the Issuer of its General Obligation Corporate Purpose Bonds, Series 2015 (the “Bonds”) in the amount of \$855,000, dated August 18, 2015, in evidence of the Issuer’s obligation under a certain loan agreement (the “Loan Agreement”), dated as of August 18, 2015. The Bonds mature on June 1 in each of the respective years and in the principal amounts and bear interest payable semiannually, commencing June 1, 2016, at the respective rates as follows:

Date	Principal	Interest Rate	Date	Principal	Interest Rate
2016	\$60,000	_____ %	2021	\$85,000	_____ %
2017	\$80,000	_____ %	2022	\$90,000	_____ %
2018	\$85,000	_____ %	2023	\$90,000	_____ %
2019	\$85,000	_____ %	2024	\$95,000	_____ %
2020	\$85,000	_____ %	2025	\$100,000	_____ %

Principal of the Bonds maturing in the years 2022 to 2025, inclusive, is subject to optional redemption prior to maturity on June 1, 2021, or on any date thereafter on terms of par plus accrued interest.

Based upon our examination, we are of the opinion, as of the date hereof, that:

1. The Proceedings show lawful authority for such issue under the laws of the State of Iowa.
2. The Bonds and the Loan Agreement are valid and binding general obligations of the Issuer.
3. All taxable property within the corporate boundaries of the Issuer is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount.
4. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986 (the “Code”) that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.
5. The Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. The opinion set forth in the preceding sentence is subject to the condition that the Issuer comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that the Bonds be, or continue to be, qualified tax-exempt obligations. The Issuer has covenanted to comply with each such requirement.

We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

DORSEY & WHITNEY LLP

**\*This form of bond counsel opinion is subject to change pending the results of the sale of the Bonds contemplated herein.**

# OFFICIAL BID FORM

City of West Branch  
110 N Poplar Street  
West Branch, IA 52358-0218

July 20, 2015  
Speer Financial, Inc.  
Facsimile: (319) 291-8628

Council Members:

For the \$855,000 General Obligation Corporate Purpose Bonds, Series 2015, of the City of West Branch, Cedar County, Iowa, as described in the annexed Official Terms of Offering, which is expressly made a part of this bid, we will pay you \$\_\_\_\_\_ (no less than \$848,160) to the date of delivery bearing interest as follows (each rate a multiple of 1/8 or 1/100 of 1%).

## MATURITIES\*\* – JUNE 1

\$60,000 ..... 2016 _____%	\$85,000 ..... 2019 _____%	\$ 90,000 ..... 2023 _____%
80,000 ..... 2017 _____%	85,000 ..... 2020 _____%	95,000 ..... 2024 _____%
85,000 ..... 2018 _____%	85,000 ..... 2021 _____%	100,000 ..... 2025 _____%
	90,000 ..... 2022 _____%	

**\*\*Any consecutive maturities may be aggregated into term bonds at the option of the bidder, in which case the mandatory redemption provisions shall be on the same schedule as above.**

*Maturities:* \_\_\_\_\_ *Term Maturity* \_\_\_\_\_      *Maturities:* \_\_\_\_\_ *Term Maturity* \_\_\_\_\_  
*Maturities:* \_\_\_\_\_ *Term Maturity* \_\_\_\_\_      *Maturities:* \_\_\_\_\_ *Term Maturity* \_\_\_\_\_

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa. The City will pay for the legal opinion. **The Purchaser agrees to apply for CUSIP numbers and pay the fee charged by the CUSIP Service Bureau and will accept the Bonds with the CUSIP numbers as entered on the Bonds.**

### Account Manager Information

: Name \_\_\_\_\_  
Address \_\_\_\_\_  
By \_\_\_\_\_  
City \_\_\_\_\_ State/Zip \_\_\_\_\_  
Direct Phone (\_\_\_\_) \_\_\_\_\_  
FAX Number (\_\_\_\_) \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

### Bidders Option Insurance

<b>We have purchased insurance from:</b>  <b><u>Name of Insurer</u></b> (Please fill in) _____  <b>Premium:</b> _____  <b>Maturities: (Check One)</b>  <input type="checkbox"/> _____ Years  <input type="checkbox"/> All
---

The foregoing bid was accepted and the Bonds sold by resolution of the City on July 20, 2015, and receipt is hereby acknowledged of the good faith Deposit which is being held in accordance with the terms of the annexed Official Terms of Offering.

ATTEST:

CITY OF WEST BRANCH  
CEDAR COUNTY, IOWA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor Pro Tem.

### ~~-----NOT PART OF THE BID-----~~ (Calculation of true interest cost)

Gross Interest	\$
Less Premium/Plus Discount	\$
True Interest Cost	\$
True Interest Rate	%

TOTAL BOND YEARS	4,772.13
AVERAGE LIFE	5.581 Years

## OFFICIAL TERMS OF OFFERING

### \$855,000 CITY OF WEST BRANCH Cedar County, Iowa General Obligation Corporate Purpose Bonds, Series 2015

The City of West Branch, Cedar County, Iowa (the “City”), will receive sealed bids for its \$855,000 General Obligation Corporate Purpose Bonds, Series 2015 (the “Bonds”), on an all or none basis, at City Hall, City of West Branch, 110 N Poplar Street, West Branch, Iowa, at facsimile number (319) 291-8628 until 11:00 A.M., C.D.T., Monday, July 20, 2015. Upon receipt, facsimile bids will be sealed and treated as sealed bids, and along with all other sealed bids will be publicly opened and read.

Award will be made or all bids rejected at a meeting of the City Council on that date. The City reserves the right to reject all bids, to reject any bid not conforming to this Official Terms of Offering, and to waive any irregularity or informality with respect to any bid. Additionally, the City reserves the right to modify or amend this Official Terms of Offering; however, any such modification or amendment shall not be made less than twenty-four (24) hours prior to the date and time for receipt of bids on the Bonds and any such modification or amendment will be announced through *Thomson Municipal News*.

The Bonds are general obligations payable as to both principal and interest from ad valorem taxes levied against all taxable property of the City without limitation as to rate or amount, all except as limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws relating to the enforcement of creditors’ rights generally and except that enforcement by equitable and similar remedies, such as mandamus, is subject to the exercise of judicial discretion.

The Bonds will be in fully registered form in the denominations of \$5,000 and integral multiples thereof in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, to which principal and interest payments on the Bonds will be paid. Individual purchases will be in book-entry form only. Interest on each Bond shall be paid by check or draft of the Bond Registrar to the person in whose name such Bond is registered at the close of business on the fifteenth day of the month next preceding an interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal office maintained for the purpose by the Bond Registrar in Des Moines, Iowa. Semiannual interest is due June 1 and December 1 of each year, commencing June 1, 2016 and is payable by Bankers Trust Company, Des Moines, Iowa (the “Registrar”). The Bonds are dated the date of delivery (expected to be on or about August 18, 2015).

#### MATURITIES\* – JUNE 1

\$60,000 .....	2016	\$85,000 .....	2019	\$ 90,000 .....	2023
80,000 .....	2017	85,000 .....	2020	95,000 .....	2024
85,000 .....	2018	85,000 .....	2021	100,000 .....	2025
		90,000 .....	2022		

*\*Any consecutive maturities may be aggregated into term bonds at the option of the bidder, in which case the mandatory redemption provisions shall be on the same schedule as above.*

The Bonds due June 1, 2016 - 2021, inclusive, are non-callable. The Bonds due June 1, 2022 - 2026, inclusive, are callable in whole or in part and on any date on or after June 1, 2021, at a price of par and accrued interest. If less than all the Bonds are called, they shall be redeemed in any order of maturity as determined by the City and within any maturity by lot.

**Electronic Facsimile Bidding:** Bids may be submitted via facsimile at (319) 291-8628. Electronic facsimile bids will be sealed and treated as sealed bids. Neither the City nor its agents will assume liability for the inability of the bidder to reach the above named fax numbers prior to the time of sale specified above. Transmissions received after the deadline will be rejected. Bidders electing to submit bids via facsimile transmission bear full and complete responsibility for the transmission of such bid. Neither the City nor its agents will assume responsibility for the inability of the bidder to reach the above specified fax number prior to the time of sale. Time of receipt shall be the time recorded by the person receiving the facsimile and shall be conclusive.

### **Bidding Parameters and Award of the Bonds**

All interest rates must be in multiples of one-eighth or one one-hundredth of one percent ( $1/8$  or  $1/100$  of 1%), and not more than one rate for a single maturity shall be specified. The rates bid shall be in non-descending order. The differential between the highest rate bid and the lowest rate bid shall not exceed five percent (5%). All bids must be for all of the Bonds and must be for not less than \$848,160.

**Award of the Bonds:** The Bonds will be awarded on the basis of true interest cost, determined in the following manner. True interest cost shall be computed by determining the annual interest rate (compounded semi-annually) necessary to discount the debt service payments on the Bonds from the payment dates thereof to the dated date and to the bid price. For the purpose of calculating true interest cost, the Bonds shall be deemed to become due in the principal amounts and at the times set forth in the table of maturities set forth above. In the event two or more qualifying bids produce the identical lowest true interest cost, the winning bid shall be the bid that was submitted first in time on the SpeerAuction webpage or if all such bids are not submitted electronically, the winning bid shall be determined by lot.

The Bonds will be awarded to the bidder complying with the terms of this Official Terms of Offering whose bid produces the lowest true interest cost rate to the City as determined by the City's Municipal Advisor, which determination shall be conclusive and binding on all bidders; provided, that the City reserves the right to reject all bids or any non-conforming bid and reserves the right to waive any informality in any bid.

The winning bidder will be required to make the standard filings and maintain the appropriate records routinely required pursuant to MSRB Rules G-8, G-11 and G-36. The winning bidder will be required to pay the standard MSRB charge for Bonds purchased. In addition, the winning bidder who is a member of the Securities Industry and Financial Markets Association ("SIFMA") will be required to pay SIFMA's standard charge per Bond.

### **No Good Faith Deposit Required**

The City covenants and agrees to enter into a written agreement, certificate or contract, constituting an undertaking (the "Undertaking") to provide ongoing disclosure about the City for the benefit of the beneficial owners of the Bonds on or before the date of delivery of the Bonds as required under Section (b)(5) of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Undertaking shall be as described in the Official Statement, with such changes as may be agreed in writing by the Underwriter.

The Underwriter's obligation to purchase the Bonds shall be conditioned upon the City delivering the Undertaking on or before the date of delivery of the Bonds.

The Bonds will be delivered to the successful purchaser against full payment in immediately available funds as soon as they can be prepared and executed, which is expected to be on or about August 18, 2015. Should delivery be delayed beyond sixty (60) days from the date of sale for any reason beyond the control of the City except failure of performance by the purchaser, the City may cancel the award or the purchaser may withdraw the good faith deposit and thereafter the purchaser's interest in and liability for the Bonds will cease.



The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts, and interest rates of the Bonds, and any other information required by law or deemed appropriate by the City, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in the Rule. By awarding the Bonds to any underwriter or underwriting syndicate, the City agrees that, no more than seven (7) business days after the date of such award, it shall provide, without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded, up to 50 copies of the Final Official Statement to permit each "Participating Underwriter" (as that term is defined in the Rule) to comply with the provisions of such Rule. The City shall treat the senior managing underwriter of the syndicate to which the Bonds are awarded as its designated agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter executing and delivering an Official Bid Form with respect to the Bonds agrees thereby that if its bid is accepted by the City it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

By submission of its bid, the senior managing underwriter of the successful bidder agrees to supply all necessary pricing information and any Participating Underwriter identification necessary to complete the Official Statement within 24 hours after award of the Bonds. Additional copies of the Final Official Statement may be obtained by Participating Underwriters from the printer at cost.

The City will, at its expense, deliver the Bonds to the purchaser in New York, New York (or arrange for "FAST" delivery) through the facilities of DTC and will pay for the bond attorney's opinion. At the time of closing, the City will also furnish to the purchaser the following documents, each dated as of the date of delivery of the Bonds: (1) the legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa, that the Bonds are lawful and enforceable obligations of the City in accordance with their terms; (2) the opinion of said attorneys that the interest on the Bonds is exempt from federal income taxes as and to the extent set forth in the Official Statement for the Bonds; and (3) a no litigation certificate by the City.

The City intends to designate the Bonds as "qualified tax-exempt obligations" pursuant to the small issuer exception provided by Section 265(b)(3) of the Internal Revenue Code of 1986.

The City has authorized the printing and distribution of an Official Statement containing pertinent information relative to the City and the Bonds. Copies of such Official Statement or additional information may be obtained from Mr. Matt Muckler, City Administrator, City of West Branch, 110 N Poplar Street, West Branch, Iowa 52358-0218 or an electronic copy of this Official Statement is available from the [www.speerfinancial.com](http://www.speerfinancial.com) website under "Official Statement Sales/Competitive Calendar" or from the Independent Municipal Advisors to the City, Speer Financial, Inc., 531 Commercial Street, Suite 608, Waterloo, Iowa 50701 (telephone (319) 291-2077) and One North LaSalle Street, Suite 4100, Chicago, Illinois 60602 (telephone (312) 346-3700).

/s/ **MATT MUCKLER**  
*City Administrator*  
CITY OF WEST BRANCH  
Cedar County, Iowa

RESOLUTION NO. 1348

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH HBK ENGINEERING, LLC FOR A STORMWATER BEST MANAGEMENT PRACTICES FEASIBILITY STUDY IN AN AMOUNT NOT TO EXCEED \$9,605.

WHEREAS, the City of West Branch has previously contracted with HBK Engineering, LLC for strategic park planning and park design services, including stormwater elements; and

WHEREAS, the City of West Branch is now interested in a stormwater BMP feasibility study that would identify ideal locations and specific BMP's to construct in future projects; and

WHEREAS, this information would allow the City of West Branch to be proactive in installing stormwater BMP's; and

WHEREAS, HBK Engineering LLC has provided an engineering services agreement to provide these services; 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 HBK Engineering, LLC of Iowa City, Iowa, is hereby approved. Further, the Mayor Pro Tem is directed to execute the agreement on behalf of the City.

Passed and approved this 29th day of June, 2015.

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Colton Miller, Mayor Pro Tem

ATTEST:

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Matt Muckler, City Administrator/Clerk

## Professional Services Agreement

This Agreement is made and entered into this 18<sup>th</sup> day of May, 2015, by and between The City of West Branch, Iowa - 110 North Poplar Street, West Branch, IA 52358 ("West Branch") and ("Client") and HBK Engineering, LLC., 509 South Gilbert St., Iowa City, IA 52240 ("Engineer")

### Recitals

Client proposes to engage Engineer:

- [1] to perform engineering and planning consulting services
- [2] in connection with a study to evaluate and analyze applicability of stormwater quality practices throughout the City of West Branch (together hereinafter referred to as the "Project")
- [3] for The City of West Branch, Iowa ("Owner");

Engineer shall perform the services as requested by the Client and as agreed hereunder.

### Agreement

Now Therefore: in consideration of the mutual promises and covenants set forth below, the sufficiency of which are hereby acknowledged, Client and Engineer, agree to the following.

1. Recitals.

Recitals are incorporated into this Agreement as a material part hereof.

2. Entire Agreement.

This signature page, together with *Part I – Scope of Services*, *Part II – Project Description/Project Limits/Payment for Services*, *Exhibit A* and *Part III – Terms and Condition* (each attached hereto), comprise the entire agreement between Client and Engineer relating to the Project.

In witness whereof the parties hereto have made and executed this Agreement:

Client: The City of West Branch, Iowa

Engineer: HBK Engineering, LLC

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## **PART I: Scope of Services (in relation to Stormwater Quality Practice Study)**

### **1. Stakeholder Meetings, Research, Site Visits**

- Meet with City staff, council, and involved stakeholders to discuss project, process, and existing information.
- Obtain all pertinent information including but not limited to: City CIP, soil hydrological groups, floodplain maps, and topographic conditions.
- Obtain and investigate information related to future private developments.
- Visit sites included on the CIP list to gather additional field data and information.

### **2. Evaluation and Analysis**

- Create GIS map of the City of West Branch and define CIP locations and future private developments.
- Propagate GIS map with information related to soils, topography, and floodplain.
- Create list of applicable stormwater quality practices that could apply to various locations.
- Define Top 10 list of CIP locations and the practices which would best fit each of these locations.
- Outline range of costs, rank of effectiveness, and pro/con list for various practices.
- Create proposed stream buffer code and regulation.

### **3. Deliverables**

- Compile all information including narrative and maps into one concise and all-inclusive Final Report for City Staff and Council.
- Provide hard copy and digital (if requested) GIS maps depicting stormwater practices in relation to CIP projects, City parks, and future development.

**End Part I**

## Part II: Project Description/Project Limits/Payment for Services

### Project Description

Study and analysis of applicable stormwater quality practices within the City of West Branch based on existing conditions, future construction, and design parameters.

### Project Limits

The project area comprises the city limits of the town of West Branch, IA

### Payment for Services

The Engineer will perform the services, enumerated in **Part 1 – Scope of Services** as listed below and at the Standard Hourly Rates (also listed below). Total for project is based on an **hourly not-to-exceed amount of Nine Thousand Six Hundred Five Dollars and no cents (\$9,605.00)**.

#### Stakeholder Meetings, Research, Site Visits

**\$2,130.00**

#### Evaluation and Analysis

**\$4,175.00**

#### Final Report

**\$3,300.00**

Progress billings will be made monthly based upon the actual hours expended and the reimbursable direct costs. Client agrees to each billing within 60 days of receipt. If Engineer does not receive any payment within 60 days of the invoice date, Engineer may, at Engineer's sole option, cease all Project work until Engineer receives payment in full for all unpaid balances due.

In the event Client or Owner requests Engineer perform additional services not included in the Scope of Services, unless otherwise agreed in writing, by and between Engineer and Client, such services shall be performed at the Standard Hourly Rates with authorization limits to be set at the time such services are requested.

### Standard Hourly Rates -- Effective January 1st, 2015

Principal – \$140.00

Senior Licensed Professional Engineer, P.E. – \$125.00

Senior Project Manager – \$125.00

Licensed Professional Engineer, P.E. – \$110.00

Project Manager – \$110.00

Associate II (E.I.T.) – \$100.00

Associate I (E.I.T.) - \$95.00

Project Designer II - \$95.00

Field Administrator – \$90.00

Project Designer I- \$80.00

Project Designer 0 - \$70.00

Field Technician - \$65.00

Administrative – \$60.00

### End Part II

## Part III: General Terms and Conditions

A. PARTIES AND DEFINITIONS: “Agreement” as used here shall mean, as applicable, the attached Professional Services Agreement (PSA) or Master Services Agreement (MSA) or General Purchase Agreement (GPA) together with, if any, associated Task Authorizations (TA), Exhibits, attachments and addenda. “Prime Agreement” as used here shall mean any senior agreement to which this Agreement may be subordinate. For purposes of this Part III, General Terms and Conditions, HBK Engineering, LLC shall be called “Engineer” and “Client” shall be the party or parties hiring Engineer hereunder to perform the engineering consulting services (the “Work”) described in the Agreement (Engineer or Client, “party” and together “parties”). Section headings used in this Agreement are descriptive only and used for the convenience of the parties, in identification of the several provisions and shall not constitute a part the Agreement nor be considered interpretative thereof.

B. INSURANCE: Engineer is protected by Workers’ Compensation insurance, Commercial General Liability insurance, Automobile Liability insurance and Professional Liability insurance coverage, and will furnish certificates of insurance upon Client’s request. Where requested and where able, the policies shall name Client and Owner additional insured. If Client requires higher, project-specific limits or special insurance coverage beyond Engineer’s standard coverage, Client agrees to pay an additional fee based on any additional premium cost.

C. PERMITS: Where and as specific permitting (“Permits”) is included as part of the Work, or otherwise provided for by terms of this Agreement, Engineer shall assist in obtaining such Permits and/or will furnish to Client required documents and design data reasonably necessary for such Permitting. Engineer will furnish to Client such documents and design data as may be reasonably required and where applicable shall assist in obtaining permits. Client will furnish all design input required by Engineer for completion of Engineer’s Work and to obtain other approvals, permits and/or consents (together, “Permissions”) as may be necessary for completion of Engineer’s Work on Client’s subject project. In any case, ***Engineer shall not be responsible for the favorable or timely receipt of Permits or Permissions where delay may be due to reasons beyond Engineer’s authority or commercially reasonable control.*** It is mutually understood: (i) that Client will pay the cost of all Permits and Permissions, including, without limitation, review fees, bonding, insurance premiums, title company charges, blueprints and reproductions, if any, associated with the Work, and (ii) that such fees are *not included* in Engineer’s fees for professional services unless (iii) such fees, in writing, are specifically enumerated and Engineer’s payment is specifically provided for by the terms of this Agreement.

D. STANDARD OF CARE Engineer’s services will be performed in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances. Upon written notice to the Engineer, within one (1) year following such time the services were rendered, and by mutual agreement between the parties, Engineer will correct those services within the original scope of services not meeting such a standard, without additional compensation. No warranty, express or implied, is included or intended by this Agreement.

E. INFORMATION PROVIDED BY OTHERS: Client shall assist Engineer by placing at his disposal all documents, drawings, reports or other existing information available to Client and Client’s consultants and subcontractors that will assist Engineer in the performance of the basic services being provided by Engineer, and Engineer shall be entitled to rely upon the accuracy and completeness thereof. Client recognizes that it is impossible for Engineer to assure the accuracy, completeness and sufficiency of information provided by others, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling such information. Accordingly, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney’s fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by Client or obtained from others, upon which Engineer shall rely while providing the scope of services contained in this Agreement. ELECTRONIC MEDIA: Engineer agrees, upon request, to provide materials to Client stored electronically. At Engineer’s option, unless specifically agreed to the contrary, such materials will be provided in PDF format. Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to alteration, either intentional or otherwise, due to, for example, transmission, conversion, media degradation, software error or human alteration. Accordingly, Documents provided to Client in electronic media are provided for general reference only. Engineer makes no warranties, either express or implied, regarding the fitness or

suitability of electronic media. Client agrees electronic media shall not be used, in whole or in part, for any project other than that for which they were created, without the express written consent of Engineer and suitable compensation. Accordingly, Client agrees to waive any and all claims against Engineer resulting in any way from the unauthorized reuse or alteration of electronic media. Documents that may be relied upon by Client as definitive are limited to the printed copies (also known as hard copies) that are signed or sealed by Engineer.

F. OWNERSHIP OF DATA AND DOCUMENTS: Client acknowledges all documents including drawings, specifications, estimates, field notes, and other data and all processes including scientific, technological, software, and other concepts, whether or not patentable, created, prepared or furnished under this Agreement by Engineer or by Engineer's independent contractors and consultants pursuant to this Agreement, are instruments of service in respect of the project and shall remain the property of Engineer whether or not the project is completed. *In the event project plans or specifications prepared under this Agreement shall become the property of Client, completion of the Work and payment in full of all money due to Engineer shall be conditions precedent to such transfer.* In any event, Client shall not reuse or modify Project Plans or Specifications without the prior written authorization of Engineer. *Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by the Owner or Client or any person or entity that acquires or obtains the plans and specifications from or through Client without the written authorization of Engineer.*

G. INDEMNIFICATION: Engineer agrees, to the fullest extent permitted by law, and subject to liability limiting provisions elsewhere in this Agreement, to indemnify, but not defend, and hold client harmless from any damage, liability or cost (including reasonable attorney's fees) to the extent caused solely by Engineer's grossly negligent errors or omissions in the performance of professional services under this Agreement. Provided, Engineer shall not be obligated to indemnify Client, in any manner whatsoever, for Client's own negligence.

H. JOBSITE SAFETY: Engineer will not be responsible, nor assume any liability, for any acts or errors or omissions of Contractor or any of Contractor's sub-contractors, agents or employees or any other persons (except Engineer's own employees) at the Work site or otherwise performing Contractor's work. If Engineer's scope of work includes the performance of services during the construction phase of a project, it is understood that the purpose of such services, including visits to the site, is to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as a design professional. Neither the professional activities of Engineer, nor the presence of Engineer or its employees at the construction site, shall relieve Contractor of its obligations, duties and responsibilities included in, or necessary to complete, the Work. ***In no event shall Engineer be responsible, in any way whatsoever, for construction means, methods, sequence, techniques or procedures necessary for performing, superintending or managing, in any way, construction aspects of the Work.*** Engineer and its personnel shall have no authority to exercise any control over Contractor's construction, or that of Contractor's subcontractors or other entities or their employees (such individuals and entities, together, "Construction Personnel") in connection with Contractor's Work or any related health or safety programs or procedures. The Contractor agrees that Construction Personnel shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in Contractor's agreements with Construction Personnel. Contractor also agrees that Contractor, Engineer and Engineer's sub-consultants, if any, shall be indemnified by Construction Personnel and named additional insured under their policies of general liability insurance.

I. ADDITIONAL/EXCLUDED SERVICES: This Agreement is a non-exclusive contract. Engineer may refuse additional work from Client and accept work from others. Client agrees to pay Engineer as compensation for all authorized extra or additional services not specifically covered in the Agreement's scope of services. Services resulting from significant changes in general scope of the underlying project or its design, including but not limited to, changes in size, complexity, assumptions, Client's schedule, or character of construction; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond Engineer's control, shall be considered permitted, additional work. EXCLUDED SERVICES The following services, unless specifically included, are here specifically *excluded* from the Work: land title, ownership and/or tract and lien searches; structural calculations; services involved in the design of improvements lying outside of the Project Limits. Engineer shall perform excluded services only upon written request and agreement. Absent written agreement to the contrary, such additional or excluded services shall be performed on a time and material

basis, at Engineer's then current Standard Hourly Rates with expenses passed through to Client at actual cost plus ten percent (10%). **Hazardous Materials** - Nothing in this Agreement shall be construed as providing any type of service relating to an assessment of the presence or absence of oil, asbestos, radioactive materials or any other hazardous material and/or environmental contaminants which may be subject to regulatory control, or for the design of systems to remove, treat, handle, or dispose of such materials.

**J. TERMINATION:** Client may, at any time, suspend further work by Engineer, or Client or Engineer may, with or without cause, terminate the Agreement at any time upon ten (10) working day's written notice to the other party. Client agrees to compensate Engineer for all services performed prior to the effective date of suspension or termination, together with reimbursable expenses including, if any, sub-contractors, sub-consultants and vendors. No deductions shall be made from Engineer's compensation on account of sums withheld from payments to contractors, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party. Engineer shall forward specifications, drawings and documents relating to the services provided in this Agreement to Client. If Engineer for any reason does not complete all of the services contemplated by this Agreement, Engineer cannot be responsible for the accuracy, completeness or workability of project documents prepared by Engineer if used, changed or completed by the Owner, Client or by another party. *Accordingly, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or allegedly arising from such use, completion or any unauthorized changes made by any party to any contract documents prepared by Engineer.*

**K. LIMITATION OF LIABILITY:** To the maximum extent permitted by law, Client agrees to limit Engineer's liability for Engineer's acts, errors or omissions under this Agreement such that the total aggregate liability of Engineer hereunder shall not exceed the greater of Fifty Thousand Dollars (\$50,000.00) or Five (5) times Engineer's fee, not to exceed One Hundred Thousand Dollars (\$100,000.00) in total. Further, it is agreed and understood that this limitation of liability is the sole and exclusive remedy available to Client for any damages and/or losses arising from Engineer's services. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.

#### MISCELLANEOUS PROVISIONS

**1. FORCE MAJEURE:** Any delays in or failure of performance by Engineer shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences beyond the reasonable control of Engineer, including but not limited to: Acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion or sabotage or damage resulting there from; fires, floods, explosion, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; or any other causes, whether similar or dissimilar, which are beyond the reasonable control of Engineer. **2. INTERPRETATION:** The parties acknowledge and agree the terms and conditions of this Agreement, including but not limited to those relating to allocation of, releases from, exclusions against and limitation of liability, have been freely and fairly negotiated. Each party acknowledges that in executing this Agreement they have relied solely on their own judgment, belief, and knowledge, and such advice as they may have received from their own counsel, and they have not been influenced by any representation or statement made by any other party or its counsel. No provision in this Agreement is to be interpreted for or against any party because that party or its counsel drafted such provision. In the event that any portion or all of this agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to amend the commercial and other terms of the Agreement in order to effect the intent of the parties as set forth in this Agreement. The parties agree to look solely to each other with respect to performance of this Agreement. The provisions of this agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including but not limited to any expressed limitation of or released from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration. **3. ENTIRE AGREEMENT:** This Agreement, and without limitation, any Exhibits, addenda, applicable Task Authorizations, Purchase Orders, Requisitions and other such similar "Work Requests", constitute the entire Agreement between Client and Engineer, superceding all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Work



hereunder. In the event of conflict and/or ambiguity between any provision of this Agreement and, without limitation, that contained in any Work Request, proposal, contract, requisition, notice to proceed, or any other Project document, this Agreement, and within this Agreement this Part III - Terms and Conditions, shall take precedence and prevail in enforcement and or clarification. No other representations of any kind, oral or otherwise, have been made. Client and Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other part, in respect to all covenants of this Agreement; except as above, neither Client nor Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any owner, officer or agent of Engineer, Client or any public body that may be a part hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client or Engineer. 4. DISPUTE RESOLUTION: All claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement shall be submitted to arbitration pursuant to the Rules for Commercial Arbitration of the American Arbitration Association. Judgment on any interim or final award rendered by the arbitrator may be entered and enforced in any court of Illinois or the United States District Court for the Northern District of Illinois. The city and state of such arbitration shall be in Chicago, Illinois. Any legal action by either party against the other for any cause or causes, including but not limited to breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred two (2) years from the day after completion of Engineer's services hereunder. 5. GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the state of Illinois. Client hereby irrevocably consents and submits to the jurisdiction of any State Court of Illinois, or the United States District Court for the Northern District of Illinois and waives any and all objections that it may have to Cook County venue or the issuance of service of process in any such proceedings. 6. ATTORNEY FEES, COSTS AND EXPENSE: In the event either or both Engineer and/or Client, Owner or any other party adverse to Engineer shall institute any action or proceeding against the other relating to the enforcement of this Agreement, any provision hereof, or any default hereunder, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, costs and expenses. 7. SEVERABILITY: Every paragraph, part, term or provision of this Agreement is severable from another. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Agreement shall not be affected thereby but shall remain in full force and effect. The parties further agree to reform these Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. 8. SURVIVAL: These terms and conditions, including, without limitation, any expressed limitation of or release from liability, shall survive the completion of Work or termination of this Agreement and shall remain in full force and effect. 9. ASSIGNMENT: Client may not assign rights, duties and liabilities under this Agreement without prior written consent of Engineer. 10. SOLICITATION OF EMPLOYMENT: Neither party shall, during the term of this Agreement or for a period of one hundred eighty (180) days thereafter, directly or indirectly for itself or on behalf of, or in conjunction with, any other person, partnership, corporation, business or organization, solicit, hire, contract with or engage the employment of an employee or any other with whom that party or its personnel have had contact during the course of providing the Services under this Agreement, unless that party has obtained the written consent of the other to such hiring and that party pays to the other a fee to be mutually agreed upon.

END PART III-GENERAL TERMS AND CONDITIONS  
THUS13149250

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RESOLUTION NO. 1349

RESOLUTION APPROVING ANNUAL INSURANCE RENEWALS WITH THE IOWA COMMUNITIES ASSURANCE POOL (ICAP) AND THE IOWA MUNICIPALITIES WORKER'S COMPENSATION ASSOCIATION (IMWCA) FOR FISCAL YEAR 2016.

WHEREAS, the City of West Branch, Iowa received insurance renewal quotations from the Iowa Communities Assurance Pool ("ICAP") and the Iowa Municipalities Worker's Compensation Association (IMWCA); and

WHEREAS, after reviewing the insurance renewal quotations, the City Council has decided to accept the quotations of ICAP and IMWCA, effective July 1, 2015.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the insurance renewals with ICAP and IMWCA are hereby approved.

Passed and approved this 29th day of June, 2015.

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Colton Miller, Mayor Pro Tem

ATTEST:

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Matt Muckler, City Administrator/Clerk

*AGENT'S FILE COPY  
Original mailed to the Member*

2015-2016  
Workers' Compensation  
Coverage Documents  
Packet

**PLEASE MAINTAIN THESE DOCUMENTS IN YOUR INSURANCE FILE**

*Information Page of the Coverage Memorandum  
(includes endorsements, if applicable)*

*Estimated Premium Schedule for 2015-2016*

*Experience Modification Factor Worksheet  
(if applicable)*

**THE INVOICE MAILED SEPARATELY TO THE MEMBER**

**West Branch (0851)**  
**Information Page of the Coverage Memorandum**  
**As of 4/22/2015**  
**Policy Period: 7/1/2015-7/1/2016**

1. Participant: West Branch  
301 E Main Street  
West Branch, Iowa 52358021  
Policy Number: 0851-1516-WC  
FEIN
2. **Workers' Compensation Coverage**  
This Workers' Compensation Coverage Memorandum is effective from 12:01 AM on July 01, 2015 to 12:01 AM on July 01, 2016.  
A. Workers' Compensation Coverage: This section of the Coverage Memorandum applies to the Workers' Compensation Law of Iowa.  
B. Employers' Liability Coverage: Part Two of this Memorandum applies to work in Iowa. The limits of the Association's liability under Part Two are:  
    Bodily Injury by Accident: \$1,000,000 each accident  
    Bodily Injury by Disease: \$1,000,000 memorandum limit  
    Bodily Injury by Disease: \$1,000,000 each employee  
C. Other States' Coverage: Part Three of this Memorandum applies to the states, if any, listed here: All states except ND, OH, WA, WY.  
D. This Memorandum includes a Voluntary Compensation and Employers' Liability Coverage Endorsement and Schedule as well as a Longshoremens and Harbor Workers' Compensation Act Coverage Endorsement and Schedule.
4. The Estimated Premium Schedule attached hereto and by this reference made a part hereof, is based on the association's manuals of rules, classifications, rates and rating plans. This initial calculation is subject to verification and change by audit.
5. Volunteers other than those shown on the Estimated Premium Schedule are not covered by the provisions of the Workers' Compensation Coverage Memorandum.

Signed at Des Moines, Iowa, on April 22, 2015.

Jeff Hovey

Authorized Signature



**West Branch (0851)**  
**Estimated Premium Schedule as of 4/29/2015**  
**Policy Period: 7/1/2015-7/1/2016**

**Workers' Compensation Coverage**

Class Code	Description	Rate	Payroll	Premium	Modified Premium	Discounted Premium
5506	Street or Road Paving	9.05%	49,500	4,480	7,616	6,778
7520	Waterworks Operations & Driver	4.69%	61,500	2,884	4,903	4,364
7580	Sewage Disposal Plant Operation	3.3%	61,500	2,030	3,451	3,071
7720	Police Officers & Drivers	4.42%	203,725	9,005	15,308	13,624
8810	Clerical Office Employees - NO	0.3%	311,825	935	1,590	1,415
9102	Parks NOC - All Employees	5.7%	44,865	2,557	4,347	3,869
9220	Cemetery Operations & Drivers	6.4%	23,630	1,512	2,570	2,287
7711	Volunteer Firefighters & Drivers	45.42%	9,300	4,224	7,181	6,391
9402	Street Cleaning & Drivers	5.61%	17,000	954	1,622	1,444
7720V	Reserve Peace Officers & Drive	4.42%	240	11	19	17
8810V	Elected or Appointed Officials	0.3%	7,500	22	37	33
<b>Totals:</b>			<b>790,585</b>	<b>28,614</b>	<b>48,644</b>	<b>43,293</b>

**Your IMWCA Discount for Workers' Compensation Coverage:**

Longevity Credit:	\$ 0	0%
Loss Experience Credit:	\$ 0	0%
Large Premium Discount:	\$ 5,351	11%
<b>Total Discount:</b>	<b>\$ 5,351</b>	<b>11%</b>

**Workers' Compensation Premium Calculation**

Pure Premium:	\$ 28,614
Experience Modification Factor: X	1.70
Modified Premium:	\$ 48,644
IMWCA Discount Amount: -	\$ 5,351
Discounted Premium:	\$ 43,293
Net Premium:	\$ 43,293
Expense Constant: +	\$ 260
Total Premium:	\$ 43,553

**Total Estimated Coverage Premium: \$ 43,553**

**This is not an invoice.**

WORKERS' COMPENSATION EXPERIENCE  
MODIFICATION FACTOR

**Rating Date:** 07/01/2015 to 07/01/2016

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IMWCA is unable to provide an EMF worksheet as complete premium, payroll and claims information from past years are not in our system. We will be able to provide an EMF worksheet once the entity has been a member for three years.



**Iowa Communities Assurance Pool**

**INVOICE**

**FOR**

**City of West Branch**

Anniversary Date: 09/01/2015

5701 Greendale Road  
Johnston, IA 50131  
[www.icapiowa.com](http://www.icapiowa.com)



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City of West Branch

07 } 3^!•æ^ Date: 07/01/2011

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<u>Coverage</u>	<u>Contribution</u>	<u>Limit of Coverage</u>	<u>Retroactive Date</u>
General Liability	\$8,273.18	\$2,000,000	04/01/2014
Automobile Liability	\$3,165.73	\$2,000,000	04/01/2014
Law Enforcement Liability	\$1,837.08	\$2,000,000	04/01/2014
Public Officials Wrongful Acts	\$1,894.83	\$2,000,000	04/01/2014
Excess Liability	\$5,942.40	\$4,000,000	
Vehicles	\$786.45	\$446,700	
Property	\$16,660.30	\$10,623,190	
Equipment Breakdown	Included	Included	
Crime	\$150.00	\$100,000	

**TOTAL CONTRIBUTION** **\$38,709.97**

<b>Excess Liability Options</b>	<b>Contribution</b>	<b>Limit of Liability</b>	<b>Coverage Effective</b>
Excess Liability	\$7,310.40	\$5,000,000	07/01/2015
Excess Liability	\$8,620.80	\$6,000,000	07/01/2015





## Member Proxy

Be it known, that the undersigned representative of the Governmental Sub-Division (hereafter referred to as MEMBER) by resolution of the governing body, a copy of which is attached hereto, hereby nominates and appoints the following individual and alternate to represent the MEMBER with the Iowa Communities Assurance Pool (hereinafter referred to as the POOL). The individual and alternate shall act as liaison between MEMBER and the POOL for the purposes of relating risk reduction and loss control information, and any other loss information or instructions concerning the obligations of the MEMBER imposed by signing the Iowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned thereunder, to the same extent as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Primary Contact:	Mark Worrell	Alternate Contact:	Matt Muckler
Title:	Mayor	Title:	City Administrator/Clerk
Address:	411 N. 1st St.	Address:	PO Box 218
Address:		Address:	
City, State, Zip:	West Branch, IA 52358	City, State, Zip:	West Branch, IA 52358-0218
Email:	markworrell@westbranchiowa.org	Email:	matt@westbranchiowa.org
Telephone:	3196313423	Telephone:	3196435888

In witness whereof, this proxy was executed on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by the undersigned duly authorized officers of the Governmental Subdivision indicated below:.

Governmental Subdivision: City of West Branch

Member ICAP #: 883

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

Title: \_\_\_\_\_

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

(City Clerk/County Auditor/Board Secretary)



## Anniversary Information Acknowledgement

The undersigned representative of the City of West Branch acknowledges that he/she:

- ☐ Reviewed the information provided on all Iowa Communities Assurance Pool applications and all applicable supplemental applications.
- ☐ Reviewed all applicable property and vehicle schedules.
- ☐ Confirms, to the best of his/her knowledge, that all information provided is complete and accurate.
- ☐ Reviewed the optional coverage(s) offered by the Iowa Communities Assurance Pool for increased limits. After consideration of the coverage(s) offered and the contribution for same, City of West Branch has elected to:
  - ☐ Waive any and all coverage(s) and any applicable contribution charges. City of West Branch understands that to add increased limits coverage in the future, it will be subject to Iowa Communities Assurance Pool's approval and underwriting guidelines at the time of the request and that such request must be made in writing. In addition, City of West Branch will not hold the Iowa Communities Assurance Pool responsible for this decision to waive optional coverage(s).
  - ☐ Accept the increased limits: \_\_\_\_\_  
(Limit of Liability Accepted)

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by the undersigned duly authorized officer of the Governmental Subdivision (City of West Branch) indicated below:

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Member: City of West Branch

Member Number: 883

Anniversary Date: 04/01/2015



## Additional Property Statement of Values

City of West Branch

Effective Date: 07/01/2015

Printed on: 06/01/2015

### 1 - 1 - 105 S. 2nd St., West Branch, IA 52358

Line Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
1 EDP - Hardware	Lanier MPC4503 Color Copier/Printer Scanner		\$9,070	RC	\$500
2 EDP - Hardware	Unscheduled EDP Hardware (individual item value not to exceed \$10,000 per item)		\$40,000	RC	\$500
3 EDP - Software	Unscheduled EDP Software		\$1,143	RC	\$500
Total Location EDP - Hardware			\$49,070		
Total Location EDP - Software			\$1,143		
<b>Total Location Additional Property Scheduled Value</b>			<b>\$50,213</b>		

### 2 - 3 - 201 E. Main St., West Branch, IA 52358

Line Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
1 EDP - Hardware	Unscheduled EDP Hardware		\$1,500	RC	\$500
Total Location EDP - Hardware			\$1,500		
<b>Total Location Additional Property Scheduled Value</b>			<b>\$1,500</b>		

### 9 - 15 - 300 N. Downey St., West Branch, IA 52358

Line Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
1 EDP - Hardware	Savin C9120 Copier		\$4,000	RC	\$500
2 EDP - Hardware	Unscheduled EDP Hardware		\$16,690	RC	\$500
Total Location EDP - Hardware			\$20,690		
<b>Total Location Additional Property Scheduled Value</b>			<b>\$20,690</b>		

### 10 - 17 - 338 Cookson Dr., West Branch, IA 52358

Line Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
1 Miscellaneous Property Scheduled	2012 Caterpillar 262C2 SA Skid Loader w/Bucket	TMW01362/0 65SSGP0682 37	\$50,000	RC	\$500
2 Miscellaneous Property Scheduled	2003 John Deere 47" 2-Stage Snowblower	M047SBX026 221	\$2,235	ACV	\$500
3 Miscellaneous Property Scheduled	6' Bush Hog 3 Point Mower		\$2,000	ACV	\$500
4 Miscellaneous Property Scheduled	2008 John Deere X720 Mower w/54" Deck	M0X720A031 839	\$8,000	ACV	\$500
5 Miscellaneous Property Scheduled	2011 John Deere X728 Mower w/54" Deck	1M0X728AEB M061214	\$9,000	RC	\$500



## Additional Property Statement of Values

City of West Branch

Effective Date: 07/01/2015

Printed on: 06/01/2015

6	Miscellaneous Property Scheduled	10' Batwing Pull-Type Mower		\$5,000	ACV	\$500
7	Miscellaneous Property Scheduled	1984 Caterpillar Wheel Loader		\$60,000	ACV	\$500
8	EDP - Hardware	Unscheduled EDP Hardware		\$1,300	RC	\$500
9	Miscellaneous Property Scheduled	2005 Case IH DX55 Utility Tractor		\$34,000	ACV	\$500
10	Miscellaneous Property Scheduled	2012 Dixie Model SEZ760HP Chopper Mower w/60" Deck	12SE2760GN GWP0556	\$9,000	RC	\$500
11	Miscellaneous Property Scheduled	2014 Tarco 10' Leaf Box		\$7,900	RC	\$500
12	Miscellaneous Property Scheduled	2014 Tarco Windy 100 Leaf Vacuum	LIW1924A11 456J02814	\$39,000	RC	\$500
13	Miscellaneous Property Scheduled	2010 John Deere Z925A Mower w/60" Deck	TC925AP012 943	\$9,000	ACV	\$500
14	Miscellaneous Property Unscheduled	Unscheduled Miscellaneous Property (individual item value not to exceed \$10,000 per item)		\$15,000	RC	\$500
15	Miscellaneous Property Scheduled	2013 Elgin Pelican 3-Wheel 4-Cylinder Mechanical Sweeper	NP2750S	\$165,203	ACV	\$500

Total Location EDP - Hardware	\$1,300
Total Location Miscellaneous Property Scheduled	\$400,338
Total Location Miscellaneous Property Unscheduled	\$15,000
<b>Total Location Additional Property Scheduled Value</b>	<b>\$416,638</b>

### 13 - 22 - 110 N. Poplar St., West Branch, IA 52358

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
1	EDP - Software	Unscheduled EDP Software		\$1,840	RC	\$500
2	EDP - Hardware	Unscheduled EDP Hardware		\$39,987	RC	\$500

Total Location EDP - Hardware	\$39,987
Total Location EDP - Software	\$1,840
<b>Total Location Additional Property Scheduled Value</b>	<b>\$41,827</b>

Grand Total EDP - Hardware	\$112,547
Grand Total EDP - Software	\$2,983
Grand Total Miscellaneous Property Scheduled	\$400,338
Grand Total Miscellaneous Property Unscheduled	\$15,000
<b>Grand Total Additional Property Scheduled Value</b>	<b>\$530,868</b>



## Statement of Values

City of West Branch

Effective Date: 07/01/2015

Printed on: 06/01/2015

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
1 - 1: 105 S. 2nd St. West Branch, IA 52358 Fire Station/Police		1				3	5	Y	N	Y	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	1,226,071		RC				\$500				
Personal Property	300,000		RC				\$500				
EDP - Hardware	49,070		RC				\$500				
EDP - Software	1,143		RC				\$500				
<b>Total Location TIV</b>	<b>1,576,284</b>										
1 - 2: 105 S. 2nd St. West Branch, IA 52358 Fire Station #2		1				1	5	Y	N	Y	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	40,541		RC				\$500				
<b>Total Location TIV</b>	<b>40,541</b>										
2 - 3: 201 E. Main St. West Branch, IA 52358 Town Hall/Community Center		1				2	5	Y	N	Y	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	889,233		RC				\$500				
Personal Property	23,186		RC				\$500				
EDP - Hardware	1,500		RC				\$500				
<b>Total Location TIV</b>	<b>913,919</b>										
3 - 4: Orange St. West Branch, IA 52358 Water Treatment Plant		1				4	5	Y	N	Y	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	2,626,553		RC				\$500				
Personal Property	276,020		RC				\$500				
<b>Total Location TIV</b>	<b>2,902,573</b>										
3 - 5: Orange St. West Branch, IA 52358 Water Tower						3	5	Y	N	Y	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	733,063		RC				\$500				
<b>Total Location TIV</b>	<b>733,063</b>										



## Statement of Values

City of West Branch

Effective Date: 07/01/2015

Printed on: 06/01/2015

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
3 - 6: Orange St. West Branch, IA 52358 Steel Well & Pump						3	5	Y	N	Y	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	140,770		RC				\$500				
<b>Total Location TIV</b>	<b>140,770</b>										
3 - 7: Orange St. West Branch, IA 52358 Pump House						2	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	183,083		RC				\$500				
<b>Total Location TIV</b>	<b>183,083</b>										
4 - 8: 113 N. 1st St. West Branch, IA 52358 Testing Station						3	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	210,513		RC				\$500				
<b>Total Location TIV</b>	<b>210,513</b>										
5 - 9: Sauer Blvd. at 300th St. West Branch, IA 52358 Blower Building						3	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	207,520		RC				\$500				
Personal Property	22,081		RC				\$500				
<b>Total Location TIV</b>	<b>229,601</b>										
5 - 10: Sauer Blvd. at 300th St. West Branch, IA 52358 Sampler Building						1	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	6,624		RC				\$500				
Personal Property	1,082		RC				\$500				
<b>Total Location TIV</b>	<b>7,706</b>										
6 - 11: S. Maple St. West Branch, IA 52358 Lift Station, Steel Well, Pumps & Control Panel						1	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	238,742		RC				\$500				
<b>Total Location TIV</b>	<b>238,742</b>										



## Statement of Values

City of West Branch

Effective Date: 07/01/2015

Printed on: 06/01/2015

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
7 - 12: 235 S. 2nd St./Beranek Park West Branch, IA 52358 Shelter						1	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	28,154		RC				\$500				
<b>Total Location TIV</b>	<b>28,154</b>										
7 - 13: 235 S. 2nd St./Beranek Park West Branch, IA 52358 Bathroom						2	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	16,892		RC				\$500				
<b>Total Location TIV</b>	<b>16,892</b>										
8 - 14: Main St. West Branch, IA 52358 Gazebo						1	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	16,892		RC				\$500				
<b>Total Location TIV</b>	<b>16,892</b>										
9 - 15: 300 N. Downey St. West Branch, IA 52358 Library		1				1	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	731,225		RC				\$500				
Personal Property	44,163		RC				\$500				
EDP - Hardware	20,690		RC				\$500				
<b>Total Location TIV</b>	<b>796,078</b>										
9 - 16: 300 N. Downey St. West Branch, IA 52358 Gazebo						1	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	16,892		RC				\$500				
<b>Total Location TIV</b>	<b>16,892</b>										



## Statement of Values

City of West Branch

Effective Date: 07/01/2015

Printed on: 06/01/2015

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
10 - 17: 338 Cookson Dr. West Branch, IA 52358 Public Works		1				3	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	900,660		RC				\$500				
Personal Property	22,081		RC				\$500				
EDP - Hardware	1,300		RC				\$500				
Miscellaneous Property Scheduled	285,438		ACV				\$500				
Miscellaneous Property Scheduled	114,900		RC				\$500				
Miscellaneous Property Unscheduled	15,000		RC				\$500				
<b>Total Location TIV</b>	<b>1,339,379</b>										
10 - 18: 338 Cookson Dr. West Branch, IA 52358 Salt/Sand Storage Shed						1	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	22,440		RC				\$500				
<b>Total Location TIV</b>	<b>22,440</b>										
11 - 19: Fawcett Dr. West Branch, IA 52358 Water Tower						3	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	795,108		RC				\$500				
Personal Property	5,520		RC				\$500				
<b>Total Location TIV</b>	<b>800,628</b>										
12 - 20: N. Maple St. West Branch, IA 52358 Cemetery Storage Building						1	5	Y	N	Y	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	22,492		RC				\$500				
<b>Total Location TIV</b>	<b>22,492</b>										
12 - 21: N. Maple St. West Branch, IA 52358 Well Pump						3	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	29,937		RC				\$500				
<b>Total Location TIV</b>	<b>29,937</b>										





## Statement of Values

City of West Branch

Effective Date: 07/01/2015

Printed on: 06/01/2015

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
13 - 22: 110 N. Poplar St. West Branch, IA 52358 City Offices						1	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	270,608		RC				\$500				
Personal Property	26,530		RC				\$500				
EDP - Hardware	39,987		RC				\$500				
EDP - Software	1,840		RC				\$500				
<b>Total Location TIV</b>	<b>338,965</b>										
14 - 23: 1805 Baker Ave./Dog Park West Branch, IA 52358 Chain Link Fence				2013		3	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	9,180		RC				\$500				
<b>Total Location TIV</b>	<b>9,180</b>										
14 - 24: 1805 Baker Ave./Dog Park West Branch, IA 52358 (2) 3-Sided Shelters	168			2014		1	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	5,100		RC				\$500				
<b>Total Location TIV</b>	<b>5,100</b>										
14 - 25: 1805 Baker Ave./Dog Park West Branch, IA 52358 Shed	196			2014		1	5	Y	N	N	Y
	<b>Value</b>		<b>Valuation</b>				<b>Deductible</b>				
Building	3,366		RC				\$500				
<b>Total Location TIV</b>	<b>3,366</b>										



## Statement of Values

City of West Branch

Effective Date: 07/01/2015

Printed on: 06/01/2015

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
Total Blanket TIV											\$10,092,322
Building											\$9,371,659
Personal Property											\$720,663
EDP - Hardware											\$112,547
EDP - Software											\$2,983
Miscellaneous Property Scheduled											\$400,338
Miscellaneous Property Unscheduled											\$15,000
<b>Total TIV</b>											<b>\$10,623,190</b>

As of: 07/01/2016

# Iowa Communities Assurance Pool

## General Liability Breakout

City of West Branch

Anniversary: 07/01/2015

	<b>Total Contribution</b>	<b>% of Total</b>
<b>Initial Loading</b>	\$5,899.32	71.31%
<b>Fire Dept.</b>	\$20.00	0.24%
<b>Sewer Dept.</b>	\$567.74	6.86%
<b>Waterworks Dept.</b>	\$561.43	6.79%
<b>DPW</b>	\$355.12	4.29%
<b>Parks and Recreation</b>	\$265.95	3.21%
<b>Independent Contractors</b>	\$15.62	0.19%
<b>Secondary Loading</b>		
Fireworks displays	\$84.00	1.02%
Volunteer Firefighters - Basic	\$504.00	6.09%
<b>GL Excess</b>	\$3,372.91	
<b>Total</b>	\$11,646.09	
 <b>Public Officials Wrongful Acts</b>	 \$1,894.83	
<b>Excess</b>	\$386.26	
<b>Total</b>	\$2,281.09	
 <b>Law Enforcement</b>	 \$1,837.08	
<b>Excess</b>	\$891.36	
<b>Total</b>	\$2,728.44	
 <b>Crime</b>	 \$150.00	

# Iowa Communities Assurance Pool

## Auto Liability Breakout

City of West Branch

Anniversary: 07/01/2015

Vehicle Type	Total Contribution	# of Vehicles	
Dump Trucks	\$1,394.39	4	\$348.60
Passenger Car/Vans/Pickups	\$767.76	4	\$191.94
Police	\$912.31	3	\$304.10
Road Maintenance	\$76.27	1	\$76.27
Trailers	\$15.00	1	\$15.00
<b>Excess</b>	\$1,291.87		
<b>Total</b>	\$4,457.60		

**Iowa Communities Assurance Pool  
Automobile Physical Damage Breakout**

**City of West Branch  
Anniversary: 07/01/2015**

<u>Veh. No.</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Value</u>	<u>Contribution</u>
1	1997	Ford	F70 Dump Truck w/Blade	\$24,000	\$47.31
2	1997	Ford	Ranger Pickup	\$24,000	\$44.18
3	2000	Oshkosh	P1823 Plow Truck	\$146,000	\$287.80
4	2004	Ford	Dump Truck w/Blade	\$29,500	\$58.15
5	2003	Ford	Ranger Pickup	\$9,300	\$17.12
6	2002	Ford	Ranger Pickup	\$5,200	\$9.57
7	1991	International	4900 w/Plow	\$10,550	\$20.80
8	2012	Dodge	Ram 1500 ST	\$25,800	\$47.49
9	2014	Trailer	Maxey 83" Wide Dump Trailer	\$7,350	\$7.16
10	2008	Dodge	1500 Mega Cab w/Eqpt.	\$55,000	\$82.29
11	2013	Ford	Explorer w/Eqpt.	\$55,000	\$82.29
12	2014	Ford	Interceptor AWD w/Eqpt.	\$55,000	\$82.29
<b>TOTALS</b>				<b>\$446,700</b>	<b>\$786.45</b>

# Iowa Communities Assurance Pool

## Property Breakout

City of West Branch

Anniversary: 07/01/2015

<u>Location</u>	<u>Address</u>	<u>Total TIV</u>	<u>Contribution</u>
1-1: 105 S. 2nd St.	105 S. 2nd St. West Branch, IA 52358	\$1,576,283.60	\$1,194.05
1-2: 105 S. 2nd St.	105 S. 2nd St. West Branch, IA 52358	\$40,540.92	\$66.77
2-3: 201 E. Main St.	201 E. Main St. West Branch, IA 52358	\$913,918.94	\$786.59
3-4: Orange St.	Orange St. West Branch, IA 52358	\$2,902,573.04	\$2,113.80
3-5: Orange St.	Orange St. West Branch, IA 52358	\$733,062.78	\$533.85
3-6: Orange St.	Orange St. West Branch, IA 52358	\$140,770.20	\$102.52
3-7: Orange St.	Orange St. West Branch, IA 52358	\$183,082.86	\$157.36
4-8: 113 N. 1st St.	113 N. 1st St. West Branch, IA 52358	\$210,512.70	\$153.31
5-10: Sauer Blvd at 300th St.	Sauer Blvd. at 300th St. West Branch, IA 52358	\$7,705.88	\$12.69
5-9: Sauer Blvd at 300th St.	Sauer Blvd. at 300th St. West Branch, IA 52358	\$229,601.02	\$167.21
6-11: S. Maple St.	S. Maple St. West Branch, IA 52358	\$238,742.22	\$393.21
7-12: 235 S. 2nd St./Beranek Park	235 S. 2nd St./Beranek Park West Branch, IA 52358	\$28,154.04	\$46.37
7-13: 235 S. 2nd St./Beranek Park	235 S. 2nd St./Beranek Park West Branch, IA 52358	\$16,892.22	\$14.52
8-14: Main St.	Main St. West Branch, IA 52358	\$16,892.22	\$27.82
9-15: 300 N. Downey St.	300 N. Downey St. West Branch, IA 52358	\$796,077.74	\$1,309.65
9-16: 300 N. Downey St.	300 N. Downey St. West Branch, IA 52358	\$16,892.22	\$27.82
10-17: 338 Cookson Dr.	338 Cookson Dr. West Branch, IA 52358	\$1,339,379.00	\$1,764.30
10-18: 338 Cookson Dr.	338 Cookson Dr. West Branch, IA 52358	\$22,440.00	\$36.96
11-19: Fawcett Dr.	Fawcett Dr. West Branch, IA 52358	\$800,628.36	\$583.06
12-20: N. Maple St.	N. Maple St. West Branch, IA 52358	\$22,492.02	\$37.04
12-21: N. Maple St.	N. Maple St. West Branch, IA 52358	\$29,937.00	\$21.80
13-22: 110 N. Poplar St.	110 N. Poplar St. West Branch, IA 52358	\$338,965.04	\$561.06
14-23: 1805 Baker Ave./Dog Park	1805 Baker Ave./Dog Park West Branch, IA 52358	\$9,180.00	\$6.69
14-24: 1805 Baker Ave./Dog Park	1805 Baker Ave./Dog Park West Branch, IA 52358	\$5,100.00	\$8.40
14-25: 1805 Baker Ave./Dog Park	1805 Baker Ave./Dog Park West Branch, IA 52358	\$3,366.00	\$5.54
98-98: Various Locations	Various Locations West Branch, IA 52358	\$0.00	\$0.00

99-99: Liability Only	Liability Only West Branch, IA 52358	\$0.00	\$0.00
	<b>Earthquake</b>		\$6,277.93
	<b>Property Coverage Extension</b>		\$250.00
	<b>TOTALS</b>	\$10,623,190.02	\$16,660.30

RESOLUTION NO. 1350

A RESOLUTION APPROVING THE PURCHASE OF A 2015 DODGE DURANGO  
POLICE DEPARTMENT VEHICLE.

WHEREAS, the West Branch Police Department plans ahead for large equipment purchases; and

WHEREAS, a new patrol vehicle has been planned to be purchased in Fiscal Year 2015-2016; and

WHEREAS, the West Branch Police Department has set aside funding for this vehicle over a two-year period and the purchase of the vehicle will not require any borrowing on behalf of the City of West Branch or the West Branch Police Department; and

WHEREAS, the West Branch Police Department sought bids for the project and Brown's West Branch Chrysler provided a bid of \$29,997.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves the purchase of a 2015 Dodge Durango Police Department Vehicle from Brown's West Branch Chrysler in the amount of \$29,997.

Passed and approved this 29th day of June, 2015.

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Colton Miller, Mayor Pro Tem

ATTEST:

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Matt Muckler, City Administrator/Clerk

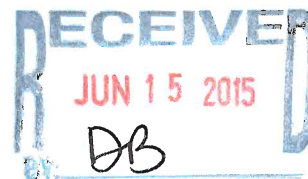


**Brown's West Branch Chrysler**

205 Tidewater Drive

West Branch, Iowa 52358

319-643-4220



Enclosed is the information and specifications for the bid of the 2015-2016 Model year Police Package SUV.

2015 Dodge Durango Special Service Vehicle (25X Package)

DRIVETRAIN- All Wheel Drive

ENGINE- 5.7L V-8 Hemi

TRANSMISSION- 8 speed Automatic

**OPTIONS**

Cloth front rear vinyl seats, Power Driver's seat (w/ Lumbar adj.), Heated side mirrors, Uconnect 5.0 radio with Bluetooth phone pairing, Driver's side spotlight wiring, Rear defrost with heated exterior mirrors, Keyless entry w/ alarm, Skid plate group, Trailer Tow group with Class IV Hitch.

I have also included the manufacturer spec sheet.

Sale Price \$29,997

Thank You for your consideration,

Joe Stroppel

Brown's West Branch Chrysler

319-643-4220

RESOLUTION NO. 1351

RESOLUTION APPROVING TWO PARTNERSHIP AGREEMENTS BETWEEN  
THE CITY OF WEST BRANCH AND THE HERBERT HOOVER NATIONAL  
HISTORIC SITE

WHEREAS, it is in the best interest of the City of West Branch and the National Park Service to have partnership agreements for the purpose of developing a multi-cultural, dynamic performing and cultural arts agenda that will bolster public programs and educational experiences offered jointly by the National Park Service and the City of West Branch at the Herbert Hoover National Historic Site; and

WHEREAS, this collaboration will initially focus on two primary annual events, the Music on the Village Green and the Hoover's Hometown Days Celebration; and

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to approve a Memorandum of Agreement and a Cooperative Agreement between the City of West Branch and the United States Department of Interior, National Park Service, Herbert Hoover National Historic Site; 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 are hereby approved. Further, the Mayor Pro Tem is directed to execute the agreement on behalf of the City.

Passed and approved this 29<sup>th</sup> day of June, 2015.

---

Colton Miller, Mayor Pro Tem

ATTEST:

---

Matt Muckler, City Administrator/Clerk

**Memorandum of Agreement**

Between the

THE UNITED STATES DEPARTMENT OF INTERIOR  
NATIONAL PARK SERVICE  
HERBERT HOOVER NATIONAL HISTORIC SITE

And

THE CITY OF WEST BRANCH, IOWA

This Agreement is entered into by and between the National Park Service (hereinafter “NPS), acting through the Superintendent of Herbert Hoover National Historic Site and the City of West Branch, acting through the Mayor of West Branch.

**ARTICLE I – BACKGROUND AND OBJECTIVES**

The objective of this Agreement is to bolster public programs and educational experiences offered at Herbert Hoover National Historic Site.

Recognizing the value of a National Park Service unit and the city’s role as a gateway community to the Herbert Hoover National Historic Site, the City of West Branch, seeks to support the public programming offered at the park through this Agreement.

The public will be a direct beneficiary of every aspect of this Agreement as all programs of the Agreement are open and provided for their education, enjoyment, and understanding,

Under this Agreement, the park will promote additional period appropriate interpretive services which serve as a primary transformative opportunity for children learning about Herbert Hoover. Additionally, new interpretive programs will be available to the public to further understand the heritage of the West Branch community.

## **ARTICLE II – AUTHORITY**

This Agreement is entered into under the authority of:

WHEREAS, the National Park Service Organic Act of August 25, 1916 (16 U.S.C. 1-4, 39 Stat. 535) as amended and supplemented, gives the National Park Service stewardship over the National Park system and enjoins it “to conserve the scenery and natural and historic objects and the wildlife therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations;”

WHEREAS, the act of August 12, 1965, through Public Law 89-119 (79 Stat. 510) authorized the establishment of Herbert Hoover National Historic Site to “preserve in public ownership historically significant properties associated with the life of Herbert Hoover.”

WHEREAS, Directors Order 21, Section 2.1 Authority for NPS to Accept Donations provides for the acceptance of “gifts” and refers to something of value (cash or in-kind goods or services) received from an outside source without consideration or an exchange of value. Section 6.2 Use of Donations. Donations may be used to fund or otherwise support any NPS activity for which appropriated funds could normally be used, including donations for employee salaries directly to the NPS (not to the employee) to fund salaries of Term or temporary NPS employees. WHEREAS, the Herbert Hoover National Historic Site General Management Plan establishes the park purpose to “commemorate and interpret the life, career, and accomplishments of Herbert Hoover in cooperation with other organizations.”

## **ARTICLE III – STATEMENT OF WORK**

A. The NPS agrees to:

1. Through the goals established in Attachment A – Annual Work Plan, expand interpretive services offered at the park and in the City of West Branch for residents and visitors alike, to further the understanding and enjoyment of the park, its heritage, and of the National Park Service.
2. Provide to the City of West Branch a written report regarding how funding made possible through this Agreement was used to demonstrate the value received.

B. The City agrees to:

1. Make as a part of the City of West Branch’s annual budget cycle funding for the National Park Service to be used in the expansion of both formal public programming and supplemental blacksmithing demonstrations.
2. Meet with the National Park Service annually to discuss and prioritize mutually agreeable work plans.

#### **ARTICLE IV – TERM OF AGREEMENT**

The Agreement will become effective October 1, 2015 for one (1) year, unless terminated earlier by one of the parties pursuant to Article V. This same Agreement may be extended for an additional four (4) years with written consent by both parties.

#### **ARTICLE V – TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party by providing the other with a minimum sixty (60) days-notice in writing.

#### **ARTICLE VI – KEY OFFICIALS**

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the City of West Branch:**

Matt Muckler, City Administrator  
City of West Branch  
110 North Poplar Street; PO Box 218  
West Branch, Iowa 52358  
(319) 643-5888  
(319) 643-2305  
Matt@westbranchiowa.org

Subsidiary Key Official:  
Dawn Brandt, Deputy City Clerk

2. **For the NPS:**

Peter S. Swisher, Superintendent  
Herbert Hoover National Historic Site  
110 Parkside Drive, PO Box 607  
West Branch, Iowa 52358  
(319) 643-2541  
(319) 643-7863  
pete\_swisher@nps.gov

Subsidiary Key Official:  
Amber Revis, Administrative Officer

B. **Communications.** Communication regarding this Agreement shall be made to and between the Key Officials or their subsidiaries.

C. **Changes in Key Officials.** Both the NPS and City will make written notice to the other party reasonably in advance of any proposed change to the Key Officials of this Agreement.

**ARTICLE VII – AWARD AND PAYMENT**

- A. The City will provide funding to the NPS in an amount specified in the Annual Work Plan, determined and approved by the City of West Branch – City Council, through their annual budgeting process.
1. The City of West Branch operates on a July 1 through June 30 fiscal year, therefore this amount will be determined at this time;
  2. The NPS operates on the Federal fiscal year cycle beginning October 1 through September 30 therefore the funds provided would be expended during this period.
- B. Available funds provided by the City will be in the form of a check made to the National Park Service as a donation. Upon receipt, donated funds become Federal funds and therefore subject to applicable rules and regulations.

**ARTICLE VIII – INSURANCE AND LIABILITY**

Any employees hired by the National Park Service as a result of this Agreement are the responsibility of the NPS. The National Park Service is responsible for its employees and agrees no liability is conferred to the City of West Branch for NPS employees acting within their scope of employment.

**ARTICLE IX – REPORTS AND/OR DELIVERABLES**

The National Park Service may provide at the City of West Branch's request, a detailed written report at the conclusion of the fund expenditure to document how the funds were used.

**ARTICLE X – PROPERTY UTILIZATION**

This Agreement does not constitute any authorization for the use of property owned by either entity for any purpose. Any such arrangement would have to be requested and approved through other appropriate arrangements.

**Intellectual Property:** As used herein, “Intellectual Property” means with respect to a party, all trademarks, service marks and corporate and brand identification and indicia, including without limitation word marks, logos and other picture marks, video and audio recordings, phrases, composite marks, institutional images, look and feel, images of such party's employees, taglines, and web content, in each case, to the extent owned by such party, whether or not such property is trademarked or registered.

1. Neither party to this Agreement shall use any Intellectual Property (as herein described) of the other party for any purpose (including, without limitation, for collateral marketing, outreach,

advertising, or as trade names or internet domain names) without the prior written consent of such other party, which consent may be withheld in such other party's sole discretion. All uses by one party of the other party's Intellectual Property shall be in accordance with any requirements and/or quality control standards (including, without limitation copyright and trademark notices) on which the consenting party may condition such consent or may promulgate from time to time by notice to the other party. A party retains all rights with respect to its Intellectual Property that are not specifically granted to the other party. Each party may, in its sole discretion, withdraw its consent to any use of its Intellectual Property by the other party on five (5) business days notice to such other party. Each party retains the right to concurrently use, and license others to use, its Intellectual Property anywhere in connection with any purpose.

2. Each party agrees that it shall not acquire and shall not claim rights in or title to any Intellectual Property of the other party.
3. Upon the termination of this Agreement all Intellectual Property of the Partner shall, to the extent such Intellectual Property are owned by the Partner and are transferable, shall become the property of NPS.

#### **ARTICLE XI – PUBLIC INFORMATION**

Information pertaining to news events, press releases, or other public announcements related to this Agreement will be approved by both parties prior to commencement.

#### **ARTICLE XII – General Provisions:**

- A. Non-Discrimination: All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. NPS Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. Member of Congress: Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

- D. Lobbying with Appropriated Money: The Partner will not undertake activities, including lobbying for proposed Partner or NPS projects or programs, that seek to either (1) alter the appropriation of funds included in the President's budget request to Congress for the Department of the Interior or another federal agency that holds funds for the sole benefit of the NPS under Congressionally authorized programs, including the Federal Lands Highway Program; or (2) alter the allocation of such appropriated funds by NPS or another Federal agency. Nothing in this paragraph is intended to preclude the Partner from applying for and obtaining a competitive or non-competitive grant of Federal financial assistance from a Federal agency, or from undertaking otherwise lawful activities with respect to any Partner or NPS activity, project or program included in the President's budget request to Congress. Nothing in this paragraph should be construed as NPS requesting, authorizing or supporting advocacy by nonfederal entities before Congress or any other government official. Except as provided herein and in applicable laws, nothing in this paragraph shall be construed to curtail the Partner's ability to interact with elected officials.
- E. Drug Free Workplace Act: The Partners certify that comprehensive actions will be taken to ensure the workplace is drug-free.
- F. Third Parties Not to Benefit: This Agreement does not grant rights or benefits of any nature to any third party.
- G. Assignment, Binding Effect: Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties waive the defense of lack of consideration.
- H. Non-exclusive: This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- K. Compliance with Applicable Laws: This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way impairing the authority of the NPS to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.
- L. Disclaimers of Government Endorsement: The Partner will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting, expressly or implicitly, that the that the United States of America, the Department, NPS, or any government employee endorses any business, brands, goods or services.



- M. Public Release of Information: The Partner must obtain prior written approval through the NPS Key Official (or his or her designate) for any public information releases (including advertisements, solicitations, brochures, and press releases) that refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. The NPS will make a good-faith effort to expeditiously respond to such requests.
- N. Merger: This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the Partners.
- O. Modification: This Agreement may be extended, renewed, or amended only when agreed to in writing by the NPS and the Foundation.
- P. Waiver: Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
- Q. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- R. Agency: The Partner is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the Partner represent itself as such to third parties.
- S. Survival: Any and all provisions that, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, that have arisen during the term of this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
- T. Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- U. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.

**ARTICLE XII – ATTACHMENTS**

The following completed documents are attached to and made a part of this Agreement:

- Attachment A. Annual Work Plan (Federal Fiscal Year 2016)
- Attachment B. Annual Work Plan (Federal Fiscal Year 2017 – completed by May 30, 2016)
- Attachment C. Annual Work Plan (Federal Fiscal Year 2018 – completed by May 30, 2017)
- Attachment D. Annual Work Plan (Federal Fiscal Year 2019 – completed by May 30, 2018)

**ARTICLE XIII – SIGNATURES**

For the National Park Service:

\_\_\_\_\_  
Peter S. Swisher  
Superintendent

\_\_\_\_\_  
Date

For the City of West Branch:

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

\_\_\_\_\_  
Date

**Attachment A**  
**Annual Work Plan – Federal Fiscal Year 2016**

The City of West Branch has made available through its budget approval process funds in the amount of \$ 7,500.00<sup>i</sup> to be applied by the National Park Service for those items approved within this Agreement's Annual Work Plan. Specifically, the National Park Service will:

- A. Recruit for one GS-025-05 Interpretive Park Ranger through the 2015-2016 winter months, with the candidate selected and scheduled to begin work on or about April 1, 2016.
- B. Schedule the candidate to attend a blacksmithing training course or other training equally qualifying the candidate to perform such work, for which these funds may be used to pay the costs associated with tuition or travel.
- C. Schedule the candidate to perform work both as blacksmith and as a Park Ranger for the purpose of interpreting the Hoover story to the public and to the school-aged children arriving in tour / school buses during the spring of 2016.
- D. Schedule the candidate to research and provide interpretive programming to the public that focuses on the National Register eligible buildings of the historic downtown district.
- E. Schedule the candidate to provide appropriate programming for other events during the term of their employment as may arise and agreed upon.

Available funds will be provided to the NPS at the point reasonable assurance can be given by the NPS that those action items delineated in this Annual Work Plan can be successfully completed. In the event these action items cannot be completed, the Key Officials to this Agreement will meet to discuss viable alternatives, to include not transmitting the funds at all.

Agreed upon this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by:

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Peter S. Swisher  
Superintendent

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Matt Muckler  
City Administrator

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<sup>i</sup> This amount will employ a GS-025-05 Interpretive Park Ranger full time for approximately 5 pay periods. The National Park Service may elect to employ the candidate part-time to extend their employment further into the summer visitor season. Similarly, the National Park Service may, if federal funds are available, choose to supplement those funds provided by the City of West Branch to retain the services of this candidate further into the summer visitor season. Current and applicable personnel rules will apply as they relate to NPS seasonal employees.

**Cooperative Agreement**

P15AC00884

Between

THE UNITED STATES DEPARTMENT OF INTERIOR  
NATIONAL PARK SERVICE

AND

THE CITY OF WEST BRANCH, IOWA

DUNS No: 957083306

TAX ID No: 42-6005357

110 North Poplar Street

PO Box 218

West Branch, Iowa 52358

Cedar

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**CFDA: 15.954**

**Project Title: Arts and Cultural Collaboration for Public Education and Outreach - HEHO Account:**

**Amount of Federal Funds Obligated: Not to Exceed \$20,000**

**FY2015 - \$1,200.00**

**Total Amount of Award: \$1,200.00**

**Period of Performance: June 12, 2015 through September 30, 2018**

**Acceptance:** Acceptance of a Federal Financial Assistance award from The Department of the Interior carries with it the responsibility to be aware of and to comply with the terms and conditions of award per [http://www.doi.gov/pam/programs/financial\\_assistance/TermsandConditions.cfm](http://www.doi.gov/pam/programs/financial_assistance/TermsandConditions.cfm) and in accordance with applicable OMB circulars [http://www.whitehouse.gov/omb/grants\\_circulars/](http://www.whitehouse.gov/omb/grants_circulars/)

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed as of the date therein written:

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Colton Miller  
Mayor – Pro Tem

---

Date

**FOR THE CITY OF WEST BRANCH**

---

Julie Hendricks  
Grants and Agreements Officer

---

Date

**FOR THE NATIONAL PARK SERVICE**

**ARTICLE I – BACKGROUND AND OBJECTIVES**

This Cooperative Agreement (Agreement) is entered into by the U.S. Department of the Interior, National Park Service (NPS), and the City of West Branch, Iowa (Recipient). The City of West Branch, Iowa is a municipality surrounding the Herbert Hoover National Historic Site (HEHO) that seeks to support the National Park Service and in its common mission to support economic opportunities, increased knowledge of cultural resources and an appreciation for historic preservation, related to the cultural resources preserved by HEHO.

The objective of this Agreement is to partner in the development of a multi-cultural, dynamic performing and cultural arts agenda that will bolster public programs and educational experiences offered jointly by the NPS and the City of West Branch at Herbert Hoover National Historic Site through appropriate artistic and culturally enriching programs. Initially the collaboration will focus on two primary annual events, the Music on the Village Green and the Herbert Hoover's Hometown Days.

Activities completed under this Agreement engage partners, communities, and visitors at the Herbert Hoover National Historic Site in artistic performance and cultural activities that promote an appreciation for cultural awareness, appreciation, and enjoyment of the park. It embraces National Park Service Call to Action strategy #10: Arts Afire, providing a multi-generational social, musical, and performing arts environment for the public, particularly park visitors.

**ARTICLE II – AUTHORITY**

NPS enters into this Agreement pursuant to:

54 USC §101702 (a) (formerly 16 USC §1g): Agreements for the Transfer of Appropriated Funds to Carry Out NPS Programs: The National Park service may enter into cooperative agreement that involve the transfer of National Park Service appropriated funds to State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service Programs.

**ARTICLE III – STATEMENT OF WORK**

A. The Recipient agrees to:

1. Work together with NPS to develop a strategy to increase multi-generational participation and appreciation of the cultural resources of the area through the arts including social, cultural, musical and related educational and outreach events and activities.
2. Music on the Village Green
  - i. Collaborate with NPS representatives to identify and contact performing artists that represent a variety of culturally and/or musical backgrounds for representation during the event.
  - ii. Coordinate with NPS to identify an appropriate indoor location if needed due to the threat of inclement weather.
  - iii. Execute Performance Agreements as required by the Iowa Artist(s) related to participation in the event, including facilitating payment for services rendered associated with this event.

3. Herbert Hoover's Hometown Days
  - i. Collaborate with NPS to identify appropriate performances and /or activities that will contribute to the visitors understanding and enjoyment of the park during this annual event.
  - ii. Coordinate a stage and other required equipment for the prescribed performance as required.
  - iii. Execute Performance Agreements and facilitate payment for services rendered for sponsored performances and activities associated with the event.

B. NPS agrees to:

1. Work together with the City of West Branch to develop a strategy to increase multi-generational participation and appreciation of the cultural resources of the area through the arts including social, cultural, musical and related educational and outreach events and activities.
2. Music on the Village Green
  - i. Collaborate with the Recipient to identify performing artists that represent a variety of culturally and /or musical backgrounds for representation during the event.
  - ii. Make available the Village Green Gazebo with power supply for performances event performances.
  - iii. Coordinate with Recipient an appropriate alternate indoor location, if needed due to inclement weather.
  - iv. Prepare a Press Release announcing performances and details scheduled during the event.
3. Herbert Hoover's Hometown Days
  - i. Collaborate with Recipient to identify appropriate performances and / or activities that will contribute to the visitors understanding and enjoyment of the park during this annual event.
  - ii. Locate an appropriate area for placement of a stage, if deemed necessary.

**ARTICLE IV – TERM OF AGREEMENT**

The Agreement will become effective June 12, 2015 (Effective Date) and will expire September 30, 2018(Expiration Date), unless terminated earlier per Article XI. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement (Agreement Term).

**ARTICLE V – KEY OFFICIALS**

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

**1. For the NPS:**

Awarding Officer (AO):  
 Julie Hendricks  
 Lead Grants Officer  
 601 Riverfront Drive  
 Omaha, NE 68102  
 402-661-1662 Fax 402-661-1663  
 Project Managers:  
 Amber Lynn Revis  
 Administrative Officer  
 Administration  
 PO Box 607, 110 Parkside Drive  
 West Branch, Iowa 52358  
 319-643-7850  
 319-643-7863 Fax  
[amber\\_lynn\\_revis@nps.gov](mailto:amber_lynn_revis@nps.gov)

Pete Swisher  
 Superintendent  
 PO Box 607, 110 Parkside Drive  
 West Branch, Iowa 52358  
 319-643-2541 Fax 319-643-7863  
[Pete\\_swisher@nps.gov](mailto:Pete_swisher@nps.gov)

**2. For the Recipient:**

Dawn Brandt  
 Deputy City Clerk  
 City of West Branch  
 PO Box 218, 110 North Poplar Street  
 West Branch, Iowa 52358  
 319-643-5888  
 319-643-2305 Fax  
[dawn@westbranchiowa.org](mailto:dawn@westbranchiowa.org)

Colton Miller  
 Mayor *Pro tem*  
 PO Box 218, 110 North Poplar Street  
 West Branch, Iowa 52358  
 319-643-5888  
 319-643-2305 Fax  
[colton@westbranchiowa.org](mailto:colton@westbranchiowa.org)

- B. **Communications.** Recipient shall address any communication regarding this Agreement to the ATR with a copy to the AO. Communications that relate solely to technical matters may be sent only to the ATR.
- C. **Changes in Key Officials.** Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

**ARTICLE VI – AWARD AND PAYMENT**

- A. NPS will provide funding to the Recipient in an amount not to exceed \$20,000.00 during the period of performance of this Agreement. For FY2015, \$1,200.00 is awarded for the Statement of Work described in Article III and in accordance with the NPS approved budget in Attachment B. Any award beyond the current fiscal year is subject to availability of funds.
- B. Recipient shall request payment in accordance with the following:
1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.

2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
  3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
  4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
  5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
  6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Recipient register with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to register can impact obligations and payments under this Agreement and/or any other financial assistance or procurements documents the Recipient may have with the Federal government.
- D. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
- E. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may be incurred prior to the beginning of the Agreement according to 2 CFR 200.308(d)(1), and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.



- F. **Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
- G. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- H. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

#### **ARTICLE VII – PRIOR APPROVAL**

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

#### **ARTICLE VIII – INSURANCE AND LIABILITY**

(a) Insurance. The recipient shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.

(b) Insured. The federal government shall be named as an additional insured under the recipient's insurance policy.

(c) Indemnification. The recipient hereby agrees to indemnify the federal government, NPS from any act or omission of the City of West Branch, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

1. To purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for anyone claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein the City of West Branch shall provide the NPS with confirmation of such insurance coverage.
2. To pay the United States the full value for all damage to the lands or other property of the United States caused by the City of West Branch, its officers, employees, or representatives.

3. To provide workers' compensation protection to the City of West Branch officers, employees, and representatives.
4. To cooperate with NPS in the investigation and defense of any claims that may be filed with NPS arising out of the activities of the City of West Branch, its agents, and employees.
5. In the event of damage to or destruction of the buildings and facilities assigned for the use of the City of West Branch in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require NPS to replace or repair the buildings or facilities. If NPS determines in writing, after consultation with the City of West Branch that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the City of West Branch, NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the City of West Branch will constitute termination of this Agreement by NPS.

(d) Flow-down: For the purposes of this clause, "recipient" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

#### **ARTICLE IX – REPORTS AND/OR DELIVERABLES**

- A. Specific projects, tasks or activities for which funds are advanced will be tracked and reported by annual submission of a SF-425 Federal Financial Report (FFR) and annual submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31.

<b>Performance &amp; Financial Report:</b>	<b>Project Reporting Period:</b>	<b>Report Due Date:</b>
Annual Reports	June 15, 2015 – June 14, 2016	July 31, 2016
Annual Reports	June 15, 2016 – June 14, 2017	July 31, 2017
Annual/Final Cumulative	June 15, 2017 – September 30, 2018	December 31, 2018

For the final SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS AO with a copy to the NPS Agreements Technical Representative via email.

- B. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

**ARTICLE X – PROPERTY UTILIZATION**

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 316 apply to this Agreement.

**ARTICLE XI – MODIFICATION, REMEDIES FOR NONCOMPLIANCE TERMINATION**

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the NPS AO and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.

**ARTICLE XII – GENERAL AND SPECIAL PROVISIONS****A. General Provisions**

- 1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

- a) **Administrative Requirements:**

- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;*

- b) **Determination of Allowable Costs:**

- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and*

- c) **Audit Requirements:**

- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart .*

- d) **Code of Federal Regulations/Regulatory Requirements:**

- 43 CFR 43, “Governmentwide Requirements for a Drug-Free Workplace”;*

- 2 CFR Part 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (NonProcurement)”;*

- 43 CFR 18, “New Restrictions on Lobbying”;*

- 2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;*

- FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;*

2 *CFR Part 25*, System for Award Management ([www.SAM.gov](http://www.SAM.gov)) and Data Universal Numbering System (DUNS); and

2 *CFR Part 170*, “Reporting Subawards and Executive Compensation”.

2. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 CFR 12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 CFR 12.76 for State and Local Governments.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. **Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
15. **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 USC 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.

a) **Special Provisions**

1) **Public Information and Endorsements.**

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures,

articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.

- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
  - c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
  - d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
  - e) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.
- 2) **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
- 3) **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- 4) **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12.82 for State, local and Indian tribal governments or 43 C.F.R. 12.953 for institutions of higher education, hospitals, other non-profit and all other organizations.

**5) Audit Requirements.**

- a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
- b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
- c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.oig.doi.gov/public/reports/oa/documents/singleauditpamphlet.pdf>. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

**6) Procurement Procedures.** It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

- a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

- 7) **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or –rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
- 8) **Seat Belt Provision.** The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
- 9) **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (22 USC 7104).
  - a) Provisions applicable to a recipient that is a private entity.
    1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-
      - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      - ii. Procure a commercial sex act during the period of time that the award is in effect; or
      - iii. Use forced labor in the performance of the award or subawards under the award.
    2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity-
      - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
        - a. Associated with performance under this award: or
        - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide



Debarment and Suspension (NonProcurement),” as implemented by our agency at 2 CFR part 1400.

- b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
  - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (NonProcurement),” as implemented by our agency at 2 CFR part 1400.
- c) Provisions applicable to any recipient.
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d) Definitions. For purposes of this award term:
  - 1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this awards; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. “Forced labor” means labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor

or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity” means:
  - i. Any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
  - ii. Includes:
    - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - b. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

**10) Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.**

- a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

**11) Reporting Subawards And Executive Compensation**

- a) Reporting of first-tier subawards.
  1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).
  2. Where and when to report.
    - i. You must report each obligating action described in paragraph A.1. of this award term to <http://www.fsrs.gov>.
    - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
- b) Reporting Total Compensation of Recipient Executives.
  1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
    - i. The total Federal funding authorized to date under this award is \$25,000 or more;
    - ii. In the preceding fiscal year, you received—
      - a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:
    - i. As part of your registration profile at <https://www.sam.gov>.
    - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c) Reporting of Total Compensation of Subrecipient Executives.
  1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
    - i. In the subrecipient's preceding fiscal year, the subrecipient received—
      - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
  - i. To the recipient.
  - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d) Exemptions.
  - 1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
    - i. Subawards, and
    - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e) Definitions. For purposes of this award term:
  - 1. Entity means all of the following, as defined in 2 CFR part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization;
    - iv. A domestic or foreign for-profit organization;
    - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
  - 2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
  - i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

12) **Conflict of Interest**

a) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.

b) The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.

c) Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

13) **Minimum Wages Under Executive Order 13658 (January 2015)**

(a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by [Executive Order 13658](#), and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in [29 C.F.R. § 541](#),

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.

(iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(7) The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with [29 C.F.R. § 10.23](#), Deductions.

(8) The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(9) Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(10) The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(11) The Recipient shall follow the policies and procedures in [29 C.F.R. § 10.24](#)

(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under [29 U.S.C. § 213](#)(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(a).



(B) Students whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(b\)](#).

(C) Those employed in a bona fide executive, administrative, or professional capacity ([29 U.S.C. § 213\(a\)\(1\)](#) and [29 C.F.R. § part 541](#)).

(d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Recipient shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.

(3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of [29 C.F.R. § 10.26](#) and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in [29 C.F.R. § 10.51](#), Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient's compliance with Department of Labor regulations at [29 C.F.R. § 10](#). Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

(k) *Subawards.* The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

### **ARTICLE XIII – ATTACHMENTS**

The following completed documents are attached to and made a part of this Agreement:

- Attachment A. SF-424 - Application for Federal Assistance
- Attachment B. SF-424A - Budget Information - Non-Construction Programs
- Attachment C. SF-424 B - Assurances - Non-Construction Programs
- Attachment D.

Attachment A  
SF-424 - Application for Federal Assistance

**Attachment B**  
**SF-424A - Budget Information - Non-Construction Programs**

Attachment C  
SF-424 B - Assurances - Non-Construction Programs

Attachment D  
SF-LLL - Disclosure of Lobbying Activities

*[As applicable]*

Attachment E  
Scope of Work  
*[As applicable]*

Attachment F  
Detailed Budget Justification

*[As applicable]*





Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: 06/23/2015	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>		5b. Federal Award Identifier: <input type="text"/>
<b>State Use Only:</b>		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: <input type="text" value="City of West Branch"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="42-6005357"/>		* c. Organizational DUNS: <input type="text" value="9570833060000"/>
<b>d. Address:</b>		
* Street1:	<input type="text" value="110 N Poplar Street"/>	
Street2:	<input type="text"/>	
* City:	<input type="text" value="West Branch"/>	
County/Parish:	<input type="text"/>	
* State:	<input type="text" value="IA: Iowa"/>	
Province:	<input type="text"/>	
* Country:	<input type="text" value="USA: UNITED STATES"/>	
* Zip / Postal Code:	<input type="text" value="523580000"/>	
<b>e. Organizational Unit:</b>		
Department Name: <input type="text"/>		Division Name: <input type="text"/>
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix:	<input type="text" value="Ms ."/>	* First Name: <input type="text" value="Dawn"/>
Middle Name:	<input type="text"/>	
* Last Name:	<input type="text" value="Brandt"/>	
Suffix:	<input type="text"/>	
Title:	<input type="text" value="Deputy City Clerk"/>	
Organizational Affiliation: <input type="text"/>		
* Telephone Number:	<input type="text" value="319-643-5888"/>	Fax Number: <input type="text" value="319-643-2305"/>
* Email:	<input type="text" value="dawn@westbranchiowa.org"/>	

# Attachment A

<b>Application for Federal Assistance SF-424</b>		
<b>* 9. Type of Applicant 1: Select Applicant Type:</b> <input type="text" value="C: City or Township Government"/> Type of Applicant 2: Select Applicant Type: <input type="text"/> Type of Applicant 3: Select Applicant Type: <input type="text"/> * Other (specify): <input type="text"/>		
<b>* 10. Name of Federal Agency:</b> <input type="text" value="National Park Service"/>		
<b>11. Catalog of Federal Domestic Assistance Number:</b> <input type="text" value="15.954"/> CFDA Title: <input type="text"/>		
<b>* 12. Funding Opportunity Number:</b> <input type="text" value="P15AC00884"/> * Title: <input type="text" value="Arts and Cultural Collaboration for Public Education and Outreach - HEHO"/>		
<b>13. Competition Identification Number:</b> <input type="text"/> Title: <input type="text"/>		
<b>14. Areas Affected by Project (Cities, Counties, States, etc.):</b> <div><input type="text"/><div><input type="button" value="Add Attachment"/><input type="button" value="Delete Attachment"/><input type="button" value="View Attachment"/></div></div>		
<b>* 15. Descriptive Title of Applicant's Project:</b> <input type="text" value="Arts and Cultural Collaboration for Public Education and Outreach - HEHO."/>		
Attach supporting documents as specified in agency instructions. <div><input type="button" value="Add Attachments"/><input type="button" value="Delete Attachments"/><input type="button" value="View Attachments"/></div>		

# Attachment A

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
* a. Applicant: <input type="text" value="002"/>	* b. Program/Project: <input type="text" value="002"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>17. Proposed Project:</b>	
* a. Start Date: <input type="text" value="06/12/2015"/>	* b. End Date: <input type="text" value="09/30/2018"/>
<b>18. Estimated Funding (\$):</b>	
* a. Federal	<input type="text" value="1,200.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,200.00"/>
<b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/> .	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
<b>* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</b>	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Colton"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Miller"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="Mayor Pro Tem"/>	
* Telephone Number: <input type="text" value="319-643-5888"/>	Fax Number: <input type="text" value="319-643-2305"/>
* Email: <input type="text" value="mcolton@rocketmail.com"/>	
* Signature of Authorized Representative: 	* Date Signed: 

## BUDGET INFORMATION - Non-Construction Programs

## SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. P15AC00884	15.954	\$	\$	\$	\$	1,200.00
2.						
3.						
4.						
5. Totals		\$	\$	\$	\$	1,200.00

## SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	PL5AC00884				
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other	1,200.00				1,200.00
i. Total Direct Charges (sum of 6a-6h)	1,200.00				1,200.00
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$	\$	\$	\$	\$
7. Program Income	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES						
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS		
8. P15AC00884	\$ 0.00	\$	\$	\$	0.00	0.00
9.						
10.						
11.						
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$		
SECTION D - FORECASTED CASH NEEDS						
Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter		
13. Federal \$ 1,200.00	\$	\$	\$ 1,200.00	\$		
14. Non-Federal \$						
15. TOTAL (sum of lines 13 and 14) \$ 1,200.00	\$	\$	\$ 1,200.00	\$		
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT						
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)					
	(b) First	(c) Second	(d) Third	(e) Fourth		
16. P15AC00884	\$	\$	\$	\$		
17.						
18.						
19.						
20. TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$		
SECTION F - OTHER BUDGET INFORMATION						
21. Direct Charges: 1,200.00	22. Indirect Charges: 0					
23. Remarks:						

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

# Attachment C

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <div style="border: 1px solid black; height: 40px; width: 100%; background-color: yellow;"></div>	TITLE <div style="border: 1px solid black; padding: 2px;">Mayor Pro Tem</div>
APPLICANT ORGANIZATION <div style="border: 1px solid black; padding: 2px;">City of West Branch</div>	DATE SUBMITTED <div style="border: 1px solid black; height: 20px; width: 100%; background-color: yellow;"></div>

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

## RESOLUTION NO. 1352

### RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED IN COOKSON SUBDIVISION, WEST BRANCH, IOWA.

WHEREAS, the City and Lynch's Excavating (the "Developer") entered into that certain Subdivider's Agreement (the "Agreement"), said Agreement being recorded in Book 538 at page 5, Records of the Cedar County Recorder; and

WHEREAS, said Agreement outlined the Developer's responsibilities for installing certain public improvements for the Cookson Subdivision, West Branch, Iowa (the "Subdivision"); and

WHEREAS, the Developer has installed all of the public improvements, excepting the sidewalks and signage pursuant to said Agreement; and

WHEREAS, the City Council is hereby required to issue a release for the previously installed public improvements for said Subdivision.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned public improvements, **excepting the sidewalks and signage**, which was required by the Agreement are hereby accepted. Further, the City Clerk is hereby directed to record a copy of this Resolution with the Cedar County Recorder to serve as a release of this requirement as described above without further documentation.

Passed and approved this 29<sup>th</sup> day of June, 2015.

---

Colton Miller, Mayor Pro-tem

ATTEST:

---

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1353

RESOLUTION APPROVING AN ENGINEERING AGREEMENT WITH FRENCH-RENEKER-ASSOCIATES, INC. FOR THE WEST BRANCH VILLAGE TRAIL PROJECT IN THE AMOUNT OF \$17,000.

WHEREAS, the City of West Branch was awarded a grant of \$75,000 from Resource Enhancement and Protection commonly referred to as REAP; and

WHEREAS, the grant money will be used for the West Branch Village Trail, which includes the construction of 400 feet of 10-foot wide concrete trail and a 100-foot bridge to cross the creek and associated 100-year flood plain near the intersection of the Hoover Nature Trail and N. Downey Street; and

WHEREAS, this engineering agreement would allow the City of West Branch to proceed with the construction of the West Branch Trail Project; and

WHEREAS, French-Reneker-Associates, Inc. has provided an engineering agreement to provide these services; 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 French-Reneker-Associates, Inc. of Fairfield, Iowa, is hereby approved. Further, the Mayor Pro Tem is directed to execute the agreement on behalf of the City.

Passed and approved this 29th day of June, 2015.

---

Colton Miller, Mayor Pro Tem

ATTEST:

---

Matt Muckler, City Administrator/Clerk

## ENGINEERING SERVICES AGREEMENT

French-Reneker-Associates, Inc., Engineers & Surveyors of Fairfield, Iowa, (hereinafter referred to as the ENGINEER), hereby offers engineering services to West Branch, Iowa, (hereinafter referred to as the OWNER), in connection with development of a recreational trail.

The OWNER has acquired Resource Enhancement and Protection (REAP) funds for the trail. The trail will be 10-foot wide concrete surface and about 400 feet long. The trail will connect the West Branch Village Mobile Home Park with the existing Hoover Nature Trail. The 400-foot long trail includes a multi-span wooden bridge to be constructed by volunteers. The bridge spans a mapped floodway. A hydraulic analysis and flood plain permit are needed for the bridge.

### I. SCOPE OF SERVICES

The ENGINEER agrees to provide engineering services in connection with the proposed project as set forth in the elements shown below.

#### A. Preliminary Services

Services to be provided relating to engineering and technician needs during the preliminary project phase are as follows:

1. Work with the OWNER to determine the general features of the project and to define the project concept.
2. Make field surveys upon which to base the trail and bridge designs.
3. Prepare preliminary drawings of the trail and bridge and submit these to the OWNER for review and comment.
4. Prepare a hydraulic analysis and flood plain permit application for the proposed bridge.

#### B. Design Services

Services to be provided relating to engineering and technician needs during design are as follows:

1. Make detailed designs.
2. Prepare detailed drawings and specifications, and submit them to the OWNER for review and comment.
3. Compute and tabulate estimates of project quantities.
4. Furnish drawings and specifications for the trail upon request from potential contractors.

### C. Engineering Services During Construction

Services to be provided relating to engineering and technician needs during construction are as follows:

1. Set up and conduct a preconstruction conference for the trail.
2. Establish basic survey control for construction staking, and set construction stakes.
3. Perform limited observation of the various elements of the project during the construction process to determine compliance with the drawings and specifications. (Nothing in this Agreement shall be construed to mean that the ENGINEER will direct the Contractor's operation; guarantee the Contractor's faithful performance; or guarantee to detect faulty construction if it occurs.)
4. Explain and interpret drawings and specifications.
5. Make final review of the construction.

### D. Other Services

In addition to the foregoing, other services are available from the ENGINEER as the need is verified and upon authorization by the OWNER. Among these are the following:

1. Prepare bidding documents.
2. Property, boundary, and right-of-way surveys.
3. Consultations regarding soils and subsurface conditions.
4. Consultations and testing for materials quality control.
5. Provide daily on-site construction observation.
6. Changes in approved drawings and specifications.
7. Other engineering services specifically requested by the OWNER.

## II. REMUNERATION

The ENGINEER shall submit a monthly invoice for payment for work performed under this Agreement for which the ENGINEER believes payment is due.

The fee due on each invoice shall be a portion of the agreed lump sum amount based upon the percentage of the work completed to date.

Upon review and approval of the invoice by the OWNER, payment will be made promptly in the amount of 100% of the work covered by the invoice. The payment due the ENGINEER shall be made within 30 days of receipt of the invoice.

Payments not received within 30 days of receipt of invoice will be considered delinquent and will be subject to a late charge of 10% per annum calculated from the 31<sup>st</sup> day after date of original invoice.

The OWNER agrees to pay all costs of collection, including attorney fees, which may be incurred in the collection of the sums due the ENGINEER pursuant to this agreement.

An agreed lump sum amount of \$17,000 has been established for the work outlined in Sections IA, IB, and IC of this Agreement.

A budget for work under Section ID will be defined at the time of authorization of Other Services by the OWNER.

## III. SALES TAX AND/OR VALUE-ADDED TAX

Sales tax or value-added tax is not included in the fees described above. If any sales tax or value-added tax for professional services is imposed by any governmental entity, federal, state, or local, the amount of said tax shall be considered a project extra, shall be identified as such on the statements for professional services, and shall be paid in addition to the fees described above.

## IV. SCHEDULE

The following project schedule has been established to aid the coordination of the project and to encourage timely completion. The ENGINEER will endeavor to complete his work within the schedule.

It is understood that the achievement of this project schedule will be dependent upon timely reviews, timely Notices to Proceed to the ENGINEER, weather conditions, OWNER's needs; and other activities beyond the control of the ENGINEER.

Approval of Engineering Services Agreement and  
Issue Notice to Proceed

June 2015

Drawings and Specifications Completed

August 2015

## V. OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE

All computer files, field data, notes, or other documents prepared by the ENGINEER pursuant to this Agreement are instruments of service and are not intended or represented to be suitable for the reuse by the OWNER or others. They shall remain the property of the ENGINEER who shall retain all common law statutory and other reserved rights, including the copyright thereto.

The ENGINEER will make additional paper copies of all maps, specifications, or drawings furnished as a part of this Agreement available to the OWNER for the normal and customary cost of reproduction.

Any reuse of documents shall be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. The OWNER shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom.

## VI. INDEMNIFICATION AND LIMITATION OF LIABILITY

The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ENGINEER is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or other consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the ENGINEER will be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

To the maximum extent permitted by law, the OWNER agrees to limit the ENGINEER's liability for the OWNER's damages to the sum of \$20,000 or the ENGINEER's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

VII. DURATION OF AGREEMENT

This Agreement will remain in full force and effect until terminated. It may be terminated by either party upon two weeks written notice and payment by the OWNER for the work done at the rate set forth in Section II.

FRENCH-RENEKER-ASSOC., INC.  
(ENGINEER)

Date: JUNE 15, 2015 Signed: Stephen W. Hausner  
Stephen W. Hausner, President

The above Agreement is hereby accepted by the City of West Branch, Iowa.

ATTEST: CITY OF WEST BRANCH, IOWA  
(OWNER)

\_\_\_\_\_  
\_\_\_\_\_  
Signed: \_\_\_\_\_  
Mark Worrell, Mayor



RESOLUTION NO. 1354

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT BETWEEN CALHOUN-BURNS AND ASSOCIATES, INC. AND THE CITY OF WEST BRANCH, IOWA FOR THE 2015 BRIDGE INSPECTION AND LOAD RATING.

WHEREAS, The City of West Branch, Iowa has its four bridges inspected every twenty-four months to ensure the safety of its residents and visitors to the City; and

WHEREAS, Calhoun-Burns and Associates, Inc. has completed many of the tasks associated with bridge inspections in past years to the City of West Branch's satisfaction; and

WHEREAS, the services necessary to provide an adequate inspection include a routine inspection of four bridges, upper-deck inspection via ladder, update of the load rating calculations if necessary, update of the scour evaluation if necessary; and

WHEREAS, these services should be completed in accordance with Iowa Department of Transportation and Federal Highway Administration guidelines and requirements; and

WHEREAS, Calhoun-Burns and Associates, Inc. has prepared an agreement to perform the aforementioned services which has been reviewed by the city attorney and now requires the approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned engineering services agreement be and the same is hereby approved. Further, the Mayor Pro Tem and City Clerk are directed to execute said agreement on behalf of the City.

Passed and approved this 29th day of June, 2015.

---

Colton Miller, Mayor Pro Tem

ATTEST:

---

Matt Muckler, City Administrator/Clerk



**TRANSMITTAL**

**Date:** June 3, 2015

**To:** Matt Muckler  
City Administrator  
P.O. Box 218  
West Branch, IA 52358-0218

**Project:** Bridge Inspection 2015 Program

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**ITEMS TRANSMITTED:**

Drawing Number	Copies	Description
	2	Agreement
For your Information/Review	<input checked="" type="checkbox"/>	
No Exception Taken	<input type="checkbox"/>	Rejected <input type="checkbox"/>
Make Corrections Noted	<input type="checkbox"/>	Submit Specified Item <input type="checkbox"/>
Revise and Resubmit	<input type="checkbox"/>	Return One Executed Copy <input checked="" type="checkbox"/>

---

**REMARKS:**

Mr. Muckler:

Enclosed are two copies of the Agreement for the 2015 bridge inspections of the City of West Branch bridges. Please review and if acceptable, obtain the appropriate signatures. Then return one executed copy to me. We will do another good job for you and the City.

**By:**   
Michael Vander Wert, P.E.  
President

**Copies to:**

## AGREEMENT

THIS IS AN AGREEMENT effective as of \_\_\_\_\_, 2015 ("Effective Date") between the City of West Branch, Iowa ("City") and Calhoun-Burns and Associates, Inc., West Des Moines, Iowa ("Engineer"). Engineer agrees to provide the services described below to City for 2015 bridge inspection and load rating in the City of West Branch, Iowa ("Assignment").

### Description of Engineer's Services:

- Routine inspection of four (4) bridges - Attachment A
- Under-deck inspection via ladder
- Includes update of the load rating calculations if necessary
- Includes update of the scour evaluation if necessary; does not include level C scour
- Work will be in accordance with Iowa Department of Transportation and Federal Highway Administration guidelines and requirements.

City and Engineer further agree as follows:

### 1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and City shall pay Engineer for such Services as set forth in Paragraph 9.01.

### 2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to City.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If City fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, Engineer may, without liability, after giving seven days written notice to City, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

### 3.01 Additional Services

A. If authorized by City, or if required because of changes in the Assignment, Engineer shall furnish services in addition to those set forth above.

B. City shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Assignment an amount equal to the cumulative hours charged to the Assignment by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

#### **4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by City to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Assignment are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to City on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by City effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Assignment materials in orderly files.

#### **5.01 Controlling Law**

A. This Agreement is to be governed by the law of the State of Iowa.

#### **6.01 Successors, Assigns, and Beneficiaries**

A. City and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of City and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of City and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal

representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither City nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### **7.01 General Considerations**

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its Citys may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents.

C. To the fullest extent permitted by law, City and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and Citys, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment, and (2) agree that Engineer's total liability to City under this Agreement shall be limited to \$10,000.00 or the total amount of compensation received by Engineer, whichever is greater.

D. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until City: (i) retains appropriate specialist Citys or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

#### **8.01 Total Agreement**

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between City and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

### 9.01 Payment

A. Using the procedures set forth in paragraph 2.01, City shall pay Engineer as follows:

- |   |                                      |
|---|--------------------------------------|
| 1. General Inspection:                    | Lump Sum = \$ 800.00                 |
| 2. Load Rating Computations:              | If Necessary, Requires Authorization |
| 3. Update Level A or B Scour Evaluations: | If Necessary, Requires Authorization |

B. The Engineer's compensation is conditioned on the time to complete the Assignment not exceeding six (6) months. Should the time to complete the assignment be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CITY:

ENGINEER:

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

By: Michael A. Vander Wert  
Michael A. Vander Wert, P.E.

Title: \_\_\_\_\_

Title: President

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

Date: 06/04/2015

ATTESTED BY:

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

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

(Seal)



**ATTACHMENT A**

**City of West Branch, IA  
Bridge Inspection and Rating Program—2015**

<b>FHWA No.</b>	<b>Feature Crossed</b>	<b>Facility Carried</b>
012371	West Branch Wapsinonic Creek	Main Street
012380	West Branch Wapsinonic Creek	College Street
018431	Drainage Ditch	Main Street
102161	West Branch Wapsinonic Creek	300 <sup>th</sup> Street





**ATTACHMENT B**

**HOURLY BILLING RATES (EFFECTIVE JULY, 2014)**

Principal:	\$169 / Hour
Senior Project Manager:	\$155 / Hour
Project Manager:	\$144 / Hour
Senior Project Engineer:	\$130 / Hour
Project Engineer:	\$119 / Hour
Senior Design Engineer:	\$134 / Hour
Design Engineer:	\$102 / Hour
Senior Technician:	\$108 / Hour
Technician:	\$ 85 / Hour
Engineer Intern:	\$ 69 / Hour
Office Manager:	\$122 / Hour
Administrative Assistant:	\$ 80 / Hour
Clerical:	\$ 68 / Hour
Mileage:	Current IRS Standard Rate
Expenses:	Actual Cost

**Hourly rates shall be adjusted annually in accordance with Consulting Engineers' normal business practice.**



# Iowa League of Cities 2015 Conference Registration



Organization/City

Name (as to appear on name badge)

Title

Street Address

City

State

Zip

Phone

Email Address

- ☐ I am a first-time attendee  
☐ I am new to city government

## ☐ Guest Registration - \$50

Allows a spouse/significant other and child(ren) to attend non-ticketed conference sessions and gain access to the Exhibit Hall. Registered guests receive access to the Exhibit Hall for Wednesday night's Welcome Reception and Thursday morning, a ticket to the Closing Brunch and a complimentary conference bag. Registered guests may also sign-up to golf or participate in the Run/Walk or Bike Tour. Guests cannot be city officials.

Guest name (as to appear on name badge)

- ☐ \$85 - Networking Best Ball Tournament  
(pre-register) Handicap: \_\_\_\_\_  
☐ \$35 - Thursday Opening Luncheon  
☐ \$60 - Thursday Banquet & President's Reception

Register online at  
[www.iowaleague.org](http://www.iowaleague.org)

## Registration Fees

The conference fee includes admission to all general sessions, workshops and meal functions on the conference agenda. Please contact Shannon Busby at (515) 244-7282 for accessibility or dietary accommodations.

	Through Aug. 20	After Aug. 20
League member	<input type="checkbox"/> \$195	<input type="checkbox"/> \$250
Non-League member	<input type="checkbox"/> \$320	<input type="checkbox"/> \$365

## Requires Pre-Registration

- ☐ **\$85 - Networking Best Ball Tournament**  
Wednesday, Sept. 23 | 10 a.m. Shotgun Start | Jones Golf Club  
Handicap: \_\_\_\_\_
- ☐ **Free - Ride CR Bike Tour**  
Wednesday, Sept. 23 | 10:30 a.m. - noon  
Bring your bike and helmet
- ☐ **Free - Annual 5K Run/Walk**  
Thursday, Sept. 25 | 7 a.m.  
Register before August 21 to receive a shirt.  
I plan to ☐ Run ☐ Walk  
T-shirt size ☐ S ☐ M ☐ L ☐ XL ☐ XXL

## Mobile Workshops

- ☐ How Alternative Fuel Vehicles are Changing the Way Cities Get the Job  
Wednesday, Sept. 23 | 1:30 p.m. - 4:30 p.m.
- ☐ The Dramatic Recovery of Cedar Rapids' City Facilities After Historic Flood  
Thursday, Sept. 24 | 8 - 11:45 a.m.
- ☐ Putting Down Roots - A Comprehensive Housing Strategy in Cedar Rapids  
Thursday, Sept. 24 | 2:15 - 3:15 p.m.
- ☐ Tour of Flood Protection and Greenway Improvements in Cedar Rapids  
Thursday, Sept. 24 | 3:30 - 4:30 p.m.

Total amount enclosed \$ \_\_\_\_\_

Each attendee must fill out a separate form. Registration will not be processed without payment. All cancellations must be received in writing by Sept. 1. Cancellations after Sept. 1 are subject to a \$50 administration fee. No refunds after Sept. 14. No refunds will be made to no-shows. Credit card payment available only online.



Mail form & payment to: Iowa League of Cities, 500 SW 7th St, Suite 101, Des Moines, IA 50309

## Events

Time	Title	Location
Wed 10:00 am - 3:30 pm	<b>Networking Best Ball Tournament</b>	Jones Golf Course   2901 Fruitland Blvd SW in Cedar Rapids
Wed 10:30 am - 12:00 pm	<b>Ride CR Bike Tour</b>	Tour begins at NewBo City Market, 1100 3rd St SE in Cedar Rapids
Wed 1:30 pm - 4:30 pm	<b>Mobile: How Alternative Fuel Vehicles are Changing the Way Cities Get the Job Done</b>	Room 310
Wed 1:30 pm - 4:30 pm	<b>Running Water</b>	Taft A&B
Wed 1:30 pm - 4:30 pm	<b>Strategies for an Active and Engaged Community</b>	Grand Ballroom, Room TBD
Wed 4:30 pm - 5:30 pm	<b>Red Carpet Event</b>	Taft Prefunction
Wed 4:45 pm - 5:45 pm	<b>First-Timer Orientation</b>	Level 16, Parlor Ballroom
Wed 5:30 pm - 8:00 pm	<b>Welcome Reception &amp; Exhibit Hall</b>	Exhibit Hall
Thu 7:00 am - 8:30 am	<b>Annual 5K Run/Walk</b>	Bus to Noelridge Garden departs from Level 1 Foyer, near Registration
Thu 8:30 am - 9:30 am	<b>Construction Rights and Responsibilities</b>	Room 316
Thu 8:30 am - 9:30 am	<b>Credit Outlook for Iowa Local Governments</b>	Room 310
Thu 8:30 am - 9:30 am	<b>Hire Hard/Manage Easy – Tips for Getting the Best Employees</b>	Room 304
Thu 8:30 am - 9:30 am	<b>Hometown Pride: Rolling Out the Red Carpet for Your Community</b>	Room 319
Thu 8:30 am - 9:30 am	<b>I'm in Charge of What?</b>	Room 302
Thu 8:30 am - 11:45 am	<b>Mobile: The Dramatic Recovery of Cedar Rapids' City Facilities After Historic Flood</b>	Buss departs from Level 1 Foyer, near Registration
Thu 8:30 am - 9:30 am	<b>Public-Private Partnerships: An Approach to Economic Development and Meeting Growing Public Infrastructure and Service Needs</b>	Taft B
Thu 8:30 am - 9:30 am	<b>The "Process" of Balancing the City Budget</b>	Taft A
Thu 8:30 am - 9:30 am	<b>Threats to Trees and Tree Management</b>	Room 315
Thu 9:15 am - 10:55 am	<b>Exhibit Hall Open</b>	Exhibit Hall
Thu 10:45 am - 11:45 am	<b>Best Practices for Obtaining Grants</b>	Room 315
Thu 10:45 am - 11:45 am	<b>Connecting the Money: Federal to State to Development on Iowa Brownfield Property</b>	Room 302
Thu 10:45 am - 11:45 am	<b>Developing and Maintaining Effective Working Relationships</b>	Taft B
Thu 10:45 am - 11:45 am	<b>It's Not Just for Kids and Geeks: Legal Aspects of Municipal Social Networking</b>	Room 304
Thu 10:45 am - 11:45 am	<b>Lessons Learned from Elkader's Flood Recovery and Redevelopment</b>	Room 319
Thu 10:45 am - 11:45 am	<b>Paving for Progress</b>	Room 316
Thu 10:45 am - 11:45 am	<b>The Latest on Iowa's Property Tax System</b>	Room 310
Thu 10:45 am - 11:45 am	<b>TIF and Economic Development Workshop</b>	Taft A
Thu 12:00 pm - 2:00 pm	<b>Opening Luncheon</b>	Grand Ballroom
Thu 2:15 pm - 3:15 pm	<b>411 Summit</b>	Room 304
Thu 2:15 pm - 3:15 pm	<b>Below 100</b>	Room 315
Thu 2:15 pm - 3:15 pm	<b>Life Cycle Cost Analysis and Planning for a Capital Project</b>	Room 310
Thu 2:15 pm - 3:15 pm	<b>Mobile: Putting Down Roots - A Comprehensive Housing</b>	Buss departs from Level 1

	<b>Strategy in Cedar Rapids</b>	Foyer, near Registration
Thu 2:15 pm - 3:15 pm	<b>Promoting Local Recycling Opportunities</b>	Room 319
Thu 2:15 pm - 3:15 pm	<b>Secure and Friendly Environments for Cedar Rapids (SAFE-CR) Overview and Implementation</b>	Taft A
Thu 2:15 pm - 3:15 pm	<b>The Art of Downtown Placemaking</b>	Room 316
Thu 3:15 pm - 3:30 pm	<b>Break</b>	
Thu 3:30 pm - 4:30 pm	<b>Capital Improvement Plans: Providing a Blueprint for the Community</b>	Room 310
Thu 3:30 pm - 4:30 pm	<b>Estimating Long-Term Financial Impacts Resulting from New Development</b>	Room 304
Thu 3:30 pm - 4:30 pm	<b>Handling Major Liability Issues</b>	Room 310
Thu 3:30 pm - 4:30 pm	<b>Mobile: Tour of Flood Protection and Greenway Improvements in Cedar Rapids</b>	Buss departs from Level 1 Foyer, near Registration
Thu 3:30 pm - 4:30 pm	<b>Nuisance Abatement – Keeping Your City Clean</b>	Taft B
Thu 3:30 pm - 4:30 pm	<b>Outstanding bonds? Reporting and Disclosure Update</b>	Room 302
Thu 3:30 pm - 4:30 pm	<b>Resilient Cities</b>	Room 319
Thu 4:30 pm - 6:00 pm	<b>Reception by HR Green</b>	TBD
Thu 6:00 pm - 8:00 pm	<b>Awards Banquet</b>	Grand Ballroom
Thu 8:00 pm - 10:00 pm	<b>President's Reception</b>	National Czech & Slovak Museum & Library
Fri 8:00 am - 9:00 am	<b>Are Your Parks and Playgrounds Safe?</b>	Room 304
Fri 8:00 am - 9:00 am	<b>Changing the Face of Downtown</b>	Room 319
Fri 8:00 am - 9:00 am	<b>Improving the Implementation of Public Improvement Projects</b>	Room 315
Fri 8:00 am - 9:00 am	<b>Much Ado about TIF'ing</b>	Taft A
Fri 8:00 am - 9:00 am	<b>Spending Your Time Making Effective Decisions NOT Accessing the Data</b>	Room 302
Fri 8:00 am - 9:00 am	<b>Using State Bids to Maximize Your Purchasing Power</b>	Room 310
Fri 9:15 am - 10:00 am	<b>Annual Business Meeting</b>	Exhibit Hall
Fri 9:15 am - 10:00 am	<b>Effectively Managing Public Records Requests</b>	Taft B
Fri 10:00 am - 11:45 am	<b>Closing Brunch</b>	Grand Ballroom



## Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2014 - ENDING JUNE 30, 2015

16-142

The City of: West Branch County Name: CEDAR & JOHNSON Date Budget Adopted: 3/3/2014  
 (Date) xx/xx/xx

At a meeting of the City Council, held after the public hearing as required by law, as specified above, the proposed budget was adopted as summarized and attached hereto, and tax levies, as itemized below, were approved for all taxable property of this City. There is attached a Long Term Debt Schedule Form 703 for the debt service needs, if any.

County Auditor Date Stamp		319-643-5888 Telephone Number	_____ Signature
<b>January 1, 2013 Property Valuations</b>			
	Regular	2a	With Gas & Electric <b>130,264,563</b>
	DEBT SERVICE	3a	Without Gas & Electric <b>128,918,052</b>
	Ag Land	4a	<b>494,357</b>
			Last Official Census <b>2,322</b>

## TAXES LEVIED

Code	Dollar		(A)	(B)	(C)
Sec.	Limit	Purpose	Request with Utility Replacement	Property Taxes Levied	Rate
384.1	8.10000	Regular General levy	5 1,055,143	1,044,236	43 8.10000
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45 0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9 17,586	17,404	47 0.13500
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(16)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(18)	Amt Nec	Liability, property & self insurance costs	14 91,542	90,596	52 0.70274
12(22)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462 6,000	5,938	465 0.04606
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(17)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(19)	1.00000	City Emergency Medical District	463	0	466 0
12(21)	0.27000	Support Public Library	23	0	61 0
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
<b>Total General Fund Regular Levies (5 thru 24)</b>			25 1,170,271	1,158,174	
384.1	3.00375	Ag Land	26 1,485	1,485	63 3.00375
<b>Total General Fund Tax Levies (25 + 26)</b>			27 1,171,756	1,159,659	Do Not Add
Special Revenue Levies					
384.8	0.27000	Emergency (if general fund at levy limit)	28 35,171	34,808	64 0.27000
384.6	Amt Nec	Police & Fire Retirement	29	0	0
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 160,000	158,346	1.22827
Rules	Amt Nec	Other Employee Benefits	31	0	0
<b>Total Employee Benefit Levies (29,30,31)</b>			32 160,000	158,346	65 1.22827
<b>Sub Total Special Revenue Levies (28+32)</b>			33 195,171	193,154	
Valuation					
386	As Req	With Gas & Elec Without Gas & Elec			
SSMID 1	(A)	(B)	34	0	66 0
SSMID 2	(A)	(B)	35	0	67 0
SSMID 3	(A)	(B)	36	0	68 0
SSMID 4	(A)	(B)	37	0	69 0
SSMID 5	(A)	(B)	555	0	565 0
SSMID 6	(A)	(B)	556	0	566 0
SSMID 7	(A)	(B)	1177	0	0
<b>Total SSMID</b>			38 0	0	Do Not Add
<b>Total Special Revenue Levies</b>			39 195,171	193,154	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 203,441	201,338	70 1.56175
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41	0	71 0
<b>Total Property Taxes (27+39+40+41)</b>			42 1,570,368	1,554,151	72 12.04382

## COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.

## Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2015 - ENDING JUNE 30, 2016

16-142

The City of: West Branch County Name: CEDAR & JOHNSON Date Budget Adopted: 3/2/2015  
 (Date) xx/xx/xx

At a meeting of the City Council, held after the public hearing as required by law, as specified above, the proposed budget was adopted as summarized and attached hereto, and tax levies, as itemized below, were approved for all taxable property of this City. There is attached a Long Term Debt Schedule Form 703 for the debt service needs, if any.

(319) 643-5888  
Telephone Number

Signature

County Auditor Date Stamp

**January 1, 2014 Property Valuations**

	Regular	2a	With Gas & Electric	2b	Without Gas & Electric	Last Official Census
<b>DEBT SERVICE</b>			<b>128,233,652</b>		<b>126,927,341</b>	2,322
		3a	<b>128,233,652</b>	3b	<b>126,927,341</b>	
Ag Land		4a	<b>503,986</b>			

## TAXES LEVIED

Code	Dollar		(A)	(B)	(C)
Sec.	Limit	Purpose	Request with Utility Replacement	Property Taxes Levied	Rate
384.1	8.10000	Regular General levy	5 1,038,693	1,028,111	43 8.10000
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45 0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9 17,312	17,135	47 0.13500
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(15)	0.06750	Levee Impr. fund in special charter city	13	0	51 0
12(17)	Amt Nec	Liability, property & self insurance costs	14	76,830	52 0.60531
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462 8,400	8,315	465 0.06551
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(16)	0.20500	Maintain Institution received by gift/devise	22	0	60 0
12(18)	1.00000	City Emergency Medical District	463	0	466 0
12(20)	0.27000	Support Public Library	23	0	61 0
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
<b>Total General Fund Regular Levies (5 thru 24)</b>			25 1,142,026	1,130,391	
384.1	3.00375	Ag Land	26 1,514	1,514	63 3.00375
<b>Total General Fund Tax Levies (25 + 26)</b>			27 1,143,540	1,131,905	Do Not Add
Special Revenue Levies					
384.8	0.27000	Emergency (if general fund at levy limit)	28 34,623	34,270	64 0.27000
384.6	Amt Nec	Police & Fire Retirement	29	0	0
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 185,913	184,019	1.44980
Rules	Amt Nec	Other Employee Benefits	31	0	0
<b>Total Employee Benefit Levies (29,30,31)</b>			32 185,913	184,019	65 1.44980
<b>Sub Total Special Revenue Levies (28+32)</b>			33 220,536	218,289	
Valuation					
386	As Req	With Gas & Elec Without Gas & Elec			
SSMID 1	(A)	(B)	34	0	66 0
SSMID 2	(A)	(B)	35	0	67 0
SSMID 3	(A)	(B)	36	0	68 0
SSMID 4	(A)	(B)	37	0	69 0
SSMID 5	(A)	(B)	555	0	565 0
SSMID 6	(A)	(B)	556	0	566 0
SSMID 7	(A)	(B)	1177	0	0
<b>Total SSMID</b>			38 0	0	Do Not Add
<b>Total Special Revenue Levies</b>			39 220,536	218,289	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 252,390	249,818	70 1.96820
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41	0	71 0
<b>Total Property Taxes (27+39+40+41)</b>			42 1,616,466	1,600,012	72 12.59382

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant &amp; must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.

IOWA DEPARTMENT OF MANAGEMENT  
WEST BRANCH CITY JANUARY 1, 2014 NET TAXABLE VALUATIONS  
FOR FY 2015/2016 TAX LEVIES

		USE FOR COMPUTING PROPERTY TAX RATES INCLUDES GAS & ELECTRIC UTILITY VALUATIONS			USE FOR COMPUTING PROPERTY TAX DOLLARS EXCLUDES GAS & ELECTRIC UTILITY VALUATIONS		
		A	B	C	D	E	F
LA CODE	LEVY AUTHORITY	VALUE FOR COMPUTING TAX RATES	APPLICABLE INCREMENT VALUE	DEBT SVC/403.19 EXCL RATES*	VALUE FOR COMPUTING TAXES LEVIED	APPLICABLE INCREMENT VALUE	DEBT SVC/403.19 EXCL RATES*
CEDAR COUNTY:							
1616G142	WEST BRANCH REGULAR	118,697,405	5,270,278	123,967,683	117,391,094	5,270,278	122,661,372
1616J142	WEST BRANCH AGRICULTURAL	503,986			503,986		
JOHNSON COUNTY:							
5216G142	WEST BRANCH REGULAR	4,265,969		4,265,969	4,265,969		4,265,969
5216J142	WEST BRANCH AGRICULTURAL	0			0		
TOTAL ALL COUNTIES:							
	WEST BRANCH REGULAR	122,963,374	5,270,278	128,233,652	121,657,063	5,270,278	126,927,341
	WEST BRANCH AGRICULTURAL	503,986			503,986		

\*403.19 excludes PPEL FY01 and beyond and ISL FY14 and beyond.

City of West  
Branch  
Office of the  
City Administrator

To: City Council  
From: Matt Muckler, City Administrator  
Date: March 20, 2015  
Weekly Council Update

**Altorfer Event:** There was a packed house at Altorfer on Thursday afternoon for their open house event. Pat Puntoni, Altorfer VP for the Agricultural Division, served as the MC for a program that was held at 12:30 p.m. Mayor Worrell addressed those gathered thanking Altorfer for locating their business in West Branch. Mayor Pro Tem Colton Miller, City Administrator Matt Muckler, Deputy City Clerk Leslie Brick, Main Street West Branch Executive Director Mackenzie Krob, Main Street West Branch employee and volunteer Mary Lee Porto, and Cedar County Economic Development Corporation (CCEDCO) Executive Director Rod Ness were also in attendance.

**RUT Update:** Revised Road Use Tax estimates show that these funds are expected to be \$50,000 higher than initially reported. Our revenue estimates for the FY16 annual budget called for \$230,000 in revenue from Road Use Tax. A report released by the Iowa League of Cities and Towns now puts that number at \$280,000.

**Street Maintenance:** Public Works Staff was working hard to fill potholes this week. One notable stretch of road that did not make it through the winter in very good condition is 4<sup>th</sup> Street between the West Branch Animal Clinic and 280<sup>th</sup> Street. In fact, this stretch of road is in major disrepair. I would encourage elected officials to drive this stretch to see for yourself the condition of the road. Public Works Staff worked today in an effort to grade the street. LL Pelling was also out on this stretch of road to prepare an estimate for seal coating 4<sup>th</sup> Street. In the coming fiscal year, 4<sup>th</sup> Street will be reconstructed and a sidewalk will be installed on the west side of the street as part of the implementation of the West Branch Capital Improvement Plan. Given the condition of the road and the results of the work completed by LL Pelling, the City Council may want to consider expediting additional repairs on 4<sup>th</sup> Street between Reagan Blvd and 280<sup>th</sup> Street with either future road use tax funds, general funds or tax increment financing. In other street news, the street sweeper will be out on Monday morning and we expect that we will be cleaning streets for the next couple of weeks.

**ECIA Council Meeting:** City Administrator Matt Muckler attended a Council Meeting (by telephone) of the East Central Intergovernmental Association (ECIA) on Wednesday March 18<sup>th</sup>. The organization's preliminary FY16 budget assumptions were approved. Supervisor Jeff Kaufmann is now serving as an alternate in the place of Supervisor Wayne Deerberg. There are currently two Cedar County Private Sector vacancies on the ECIA Council.

**Upcoming City Meetings & Events:** Please see the Calendar of Events on the City Website for a complete list of all upcoming events. A few highlights for March are listed below:

- Monday March 23rd at 7:00 p.m. City Council Meeting
- Tuesday March 24th at 6:30 p.m. Planning & Zoning Commission Mtg.
- Tuesday March 31st at 6:30 p.m. Preservation Commission Meeting

**The information provided is one-way communication and should not be discussed among you as this would be a violation of the open meeting law.**

CITY OF WEST BRANCH  
EXPENDITURES BY DEPARTMENT (UNAUDITED)  
AS OF: JUNE 30TH, 2015

100.00% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL ANIMAL CONTROL	4,500.00	0.00	3,000.24	66.67	1,499.76
ROADS AND STREETS					
=====					
001-GENERAL FUND					
001-5-2-210-6010 SALARIES AND WAGES	68,330.00	4,986.47	64,621.93	94.57	3,708.07
001-5-2-210-6320 BLDG/GROUNDS OPERATIONS/SUPPLI	0.00	0.00	0.00	0.00	0.00
001-5-2-210-6444 TREE TRIMMING	0.00	0.00	0.00	0.00	0.00
001-5-2-210-6490 CONSULTANT AND PROF. FEES	36,321.00	0.00	244.00	0.67	36,077.00
001-5-2-210-6496 MISC. CONTRACT WORK	6,278.00	0.00	0.00	0.00	6,278.00
001-5-2-210-6723 EQUIPMENT SET ASIDE	8,000.00	0.00	0.00	0.00	8,000.00
001-5-2-210-6727 EQUIPMENT	6,250.00	0.00	0.00	0.00	6,250.00
001-5-2-210-6761 CAPITAL IMPROVEMENT STREETS	24,000.00	0.00	157,273.56	655.31 (	133,273.56)
TOTAL 001-GENERAL FUND	149,179.00	4,986.47	222,139.49	148.91 (	72,960.49)
036-TORT LIABILITY					
036-5-2-210-6160 WORKMENS COMP.	15,898.00	0.00	14,542.00	91.47	1,356.00
036-5-2-210-6170 JOB INSURANCE	0.00	0.00	0.00	0.00	0.00
036-5-2-210-64081 LIABILITY INSURANCE	7,115.00	0.00	1,417.58	19.92	5,697.42
TOTAL 036-TORT LIABILITY	23,013.00	0.00	15,959.58	69.35	7,053.42
110-ROAD USE TAX					
110-5-2-210-6010 SALARIES AND WAGES	0.00	0.00	0.00	0.00	0.00
110-5-2-210-6020 PART TIME	0.00	0.00	0.00	0.00	0.00
110-5-2-210-6210 DUES, MEMBERSHIP	0.00	0.00	0.00	0.00	0.00
110-5-2-210-6310 BUILDING MAINTENANCE	0.00	0.00	1,759.85	0.00 (	1,759.85)
110-5-2-210-6320 BLDG/GROUNDS OPERATIONS/SUPPLI	5,500.00	0.00	8,722.98	158.60 (	3,222.98)
110-5-2-210-6331 MOTOR OPERATION FUEL	7,250.00	0.00	3,586.50	49.47	3,663.50
110-5-2-210-6332 REPAIR/MAINTENANCE-VEHICLES	5,500.00	0.00	5,170.86	94.02	329.14
110-5-2-210-6371 UTILITY SERVICES/GAS, ELECTRIC	4,000.00	49.69	3,698.37	92.46	301.63
110-5-2-210-6373 TELEPHONE/OPERATIONS	2,000.00	209.17	2,689.39	134.47 (	689.39)
110-5-2-210-6444 TREE TRIMMING	25,000.00	0.00	9,682.08	38.73	15,317.92
110-5-2-210-6490 CONSULTANT AND PROF. FEES	15,000.00	0.00	17,224.63	114.83 (	2,224.63)
110-5-2-210-6496 MISC. CONTRACT WORK	0.00	0.00	0.00	0.00	0.00
110-5-2-210-6501 CHEMICALS	0.00	0.00	0.00	0.00	0.00
110-5-2-210-6504 MINOR EQUIPMENT	2,000.00	0.00	1,794.17	89.71	205.83
110-5-2-210-6509 SIGNS/SUPPLIES	3,000.00	0.00	3,230.51	107.68 (	230.51)
110-5-2-210-6511 SAND	2,500.00	0.00	2,425.69	97.03	74.31
110-5-2-210-6512 SALT	6,000.00	0.00	2,719.66	45.33	3,280.34
110-5-2-210-6521 MOTOR VEHICLE MAINT. SUPPLIES	3,500.00	0.00	4,347.50	124.21 (	847.50)
110-5-2-210-6524 ROCK/COLD MIX	5,000.00	0.00	3,980.95	79.62	1,019.05
110-5-2-210-6529 UNIFORMS	0.00	0.00	0.00	0.00	0.00
110-5-2-210-6560 IRON/STEEL	0.00	0.00	0.00	0.00	0.00
110-5-2-210-6599 MISC. SUPPLIES	1,000.00	0.00	1,190.74	119.07 (	190.74)
110-5-2-210-6723 EQUIPMENT SET ASIDE	0.00	0.00	0.00	0.00	0.00
110-5-2-210-6724 CAPITAL EQUIP./SNOW PLOW	49,250.00	0.00	0.00	0.00	49,250.00
110-5-2-210-6727 EQUIPMENT	3,000.00	0.00	46,900.00	1,563.33 (	43,900.00)



## RESOLUTION 1355

A RESOLUTION SETTING THE SALARY FOR AN APPOINTED OFFICER OF THE CITY OF WEST BRANCH, IOWA FOR THE FISCAL YEAR 2015-2016.

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

Section 1. The following person and position named shall be paid the salary indicated and the Deputy City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, bi-weekly, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the Council:

Position	Name	Wage	Basic Hours
City Administrator	Matt Muckler	\$84,765	Salary

SECTION 2. The above employee is subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 3. This resolution will be effective upon final passage of the City Council.

SECTION 4. The salary established in this resolution shall be effective July 1st, 2015.

Passed and Approved this 22nd day of June, 2015.

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

ATTEST:

\_\_\_\_\_  
Dawn Brandt, Deputy City Clerk