

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

**CITY COUNCIL JOINT WORK SESSION
WITH THE WEST BRANCH COMMUNITY SCHOOL DISTRICT
BOARD OF DIRECTORS**

Monday, July 20, 2015 • 6:00 p.m.

City Council Chambers, 110 North Poplar Street

1. Call to order
2. Roll call
3. City Projects and Development Updates
4. School Facility Improvements and other Updates
5. Adjournment

City of West Branch ~A Heritage for Success~

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CITY COUNCIL MEETING AGENDA

Monday, July 20, 2015 • 7:00 p.m.

City Council Chambers, 110 North Poplar Street

Action may be taken on any agenda item.

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda/Consent Agenda/Move to action.
 - a. Approve minutes from the June 29, 2015 City Council Meeting.
 - b. Approve claims.
 - c. Resolution 1333, approving print advertising up to \$2,200.00 in the West Branch Times and other regional newspapers in advance of the 2015 Hoover's Hometown Days Celebration.
 - d. Resolution 1364, approving the purchase of trash receptacles in the amount of \$540.00 for the Hoover's Hometown Days Celebration on August 8, 2015.
 - e. Resolution 1365, approving the purchase of two Big Wheels with Amazon.com in the amount of \$115.98 for the Hoover's Hometown Days Celebration on August 8, 2015.
 - f. Resolution 1366, approving the purchase of promotional materials up to \$913.55 for the Hoover's Hometown Days Celebration on August 8, 2015.
 - g. Resolution 1367, approving the rental of a sound system in the amount of \$350.00 for the Hoover's Hometown Days Celebration on August 8, 2015.
 - h. Resolution 1368, approving an agreement for additional radio advertising with KKRQ-FM in the amount of \$391.00 for the 2015 Hoover's Hometown Days Celebration.
 - i. Resolution 1369, approving the rental of an additional tent with Big Ten Rental in the amount of \$679.90 for the Hoover's Hometown Days Celebration on August 8, 2015.
 - j. Approve Class B Beer Permit (includes wine coolers) with Outdoor Service for West Branch Firefighters Inc. on August 7, 2015 and August 8, 2015.
 - k. Approve street closures for the 2015 Hoovers Hometown Days Celebration.
 - i. 2nd Street from Main Street to the Water Street Parking Lot from 5:00 p.m. on Friday August 7, 2015 to 1:00 a.m. on Sunday August 9, 2015.
 - ii. Main Street from Parkside Drive to 2nd Street from 12:00 a.m. on Saturday August 8, 2015 to 12:00 a.m. on Sunday August 9, 2015.
 - iii. Main Street from Parkside Drive to Poplar Street and N. Downey Street from Main Street to Green Street from 5:00 a.m. to 6:00 p.m. on Saturday August 8, 2015.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Second Reading of Ordinance 731, amending the Code of Ordinances of the City of West Branch by transferring the responsibilities of the Zoning Board of Adjustment into a New Chapter of Said Code of Ordinances./Move to action.
 - b. Third Reading of Ordinance 732, amending the *Standards for Signage Design and Display* found in the Appendix to the Code of Ordinances of the City of West Branch, Iowa./Move to action.

CITY COUNCIL MEETING AGENDA
Monday, July 20, 2015 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- c. Second Reading of Ordinance 733, adopting the existing City Code of the City of West Branch, Iowa as the Code of Ordinances of the City of West Branch, Iowa, 2015./Move to action.
 - d. Resolution 1356, suspending the Class C Liquor License with Living Quarters, Outdoor Service and Sundays Sales in the name of Pamella Miller, D/B/A Greenview Cocktail Club./Move to action.
 - e. Resolution 1357, approving Change Order Number Two, increasing the contract amount by \$500.00 to L.L. Pelling Company, Inc. for the Parkside Drive Road Improvements Project./Move to action.
 - f. Resolution 1358, approving a Federal-aid Agreement for a City Highway Bridge Program Project with the Iowa Department of Transportation./Move to action.
 - g. Resolution 1359, approving a user agreement with the Iowa Department of Public Safety./Move to action.
 - h. Resolution 1360, approving the purchase of radio equipment by the West Branch Fire Department in the amount of \$145,753.69./Move to action.
 - i. Resolution 1361, hiring three youth counselors as temporary Parks and Recreation employees for the City of West Branch, Iowa and setting the salary for the positions for fiscal year 2015-2016./Move to action.
 - j. Resolution 1363, approving Beranek Park volleyball court upgrades./Move to action.
 - k. Resolution 1370, awarding \$855,000 General Obligation Corporate Purpose Bonds, Series 2015./Move to action.
8. City Staff Reports
- a. Parks & Recreation Director Melissa Russell – Hoover’s Hometown Days
 - b. Parks & Recreation Director Melissa Russell – August 3, 2015 City Council Work Session at Heritage Square, 6:00 p.m. on Monday August 3, 2015.
 - c. Public Works Director Matt Goodale – Paul Stagg’s Certification from the Association of State Floodplain Managers, Inc. (ASFPM) as an ASFPM Certified Floodplain Manager.
 - d. Public Works Director Matt Goodale – Utility Truck/Snow Plow Purchase
 - e. Public Works Director Matt Goodale – College Street Bridge Repair Update
 - f. Public Works Director Matt Goodale – Letter from Iowa Dept. of Natural Resources regarding a complaint concerning dead grass on the east side of Baker Avenue, south of Tidewater Drive.
 - g. Police Chief Mike Horihan – Cedar County E-911 Service Board
9. Comments from Mayor and Council Members
- a. Councilmember Tim Shields – Mayoral Appointment
10. 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 29, 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 Dawn Brandt, Deputy City Clerk Leslie Brick, Library Director Nick Shimmin, Police Chief Mike Horihan, Park & Recreation Director Melissa Russell, Police Officer Alex Koch and City Attorney Kevin Olson. Council members: Jordan Ellyson, Colton Miller, Mary Beth Stevenson, Brian Pierce, and Tim Shields.

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

Former West Branch Mayor Mike Quinlan spoke to the City Council and the audience gathered, which included Kathy Worrell, about the dedication and community service provided by Mayor Mark Worrell. Mike called Mark a true friend and told the group that it would take a lot of people to carry on Mark's legacy of service to the community.

APPROVE AGENDA/CONSENT AGENDA

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

Date 6-29-15

City of West Branch
Claims Report

Aero Rental	Water - Supplies Rental	198.00
Alliant Energy	Various Depts - Utilities	7,719.85
Amazon	Library - Supplies	414.29
ASFPM Inc	Water- Membership	230.00
Baker & Taylor Inc.	Library - Books	1,321.79
Barnhart's Custom Services	Streets - Haul Sand	65.12
Barron Motor Supply	Cemetery - Supplies	185.38
Baycom	Police - Computer For Vehicle	5,042.00
Best Buy	Police - Software	55.98
Blank Park Zoo	Library - Summer Program	161.02
Blue Cross Blue Shield	Health Insurance	11,096.86

BP Amoco	Fire/Water - Fuel	91.65
Brandt, Dawn	Adm/M&C- Reimb For Conf Exp	688.10
Brick, Leslie	Admin - Reimb For Batteries	33.85
Brindlee Mountain Fire App	Fire - Broker Fee For Trk Sale	6,500.00
Brown's West Branch	Police - Service 08 Dodge Ram	797.48
Business Radio Sales	Police - Radios & Chargers	8,736.12
Calkins, Rebecca	Water - Utility Deposit Refund	76.72
CDW Government Inc.	Cable - Monitor	350.07
Cedar County Cooperative	Water - Supplies	130.00
Cedar County Recorder	Legal - Recorded Documents	76.00
Cedar Rapids Photo Copy	Library - Service	57.26
Chauncey Butler Post 514	Cemetery/TH/Fire - Flags	77.00
Chris Jones Trucking	Streets - Hauled Roadstone	510.29
Community State Bank	Debt Serv- Principal Loan Pmt	29,360.00
Compass Minerals	Streets - Salt	2,725.02
Computer Projects Of Il	Police - Open Fox Mess License	343.20
Copyworks	Park&Rec - Printing	243.75
Corso, Amber	Park&Rec - Youth Umpire	225.00
Costco Wholesale	Library/P&R - Supplies	191.04
Croell Redi-Mix	Water - Concrete Main	182.00
Culligan Water	Fire - Water Cond Rental	33.95
Dearborn National Insurance	Life Insurance	60.10
Debra Fiderlein	Park&Rec - Session 3 Spring	107.41
Demco	Library - Supplies	131.25
Deweys Jack & Jill	Water - Supplies	29.95
Digital Ally	Police - Camera	4,325.00
Dorsey & Whitney	Legal Services Thru 5-31-15	2,221.62
Ebsco Industries	Library - Subscription	30.00
Ed.M.Feld Equipment	Fire - Class A Foam	280.00
EFTPS	Federal Withholdings	13,728.94
ETS Corporation	Water/Sewer - Credit Card Fees	53.58
F&B Communications	Admin -Email & Website Hosting	29.95
Fenner, Coleman	Park&Rec - Youth Umpire	600.00
Fryauf, Emma	Park&Rec - Youth Umpire	25.00
General Pest Control	Library - Service	70.00
Global Software	Police - Tac 10 Annual Maint	924.00
Gongora, Jose	Fire - Reimb For Training Mileage	640.80
Harry's Custom Trophies	Park&Rec - Medals	360.00
Hawkins Inc	Water - Chemicals	1,418.99
Herb N Lou's	Park&Rec - Gift Cert	30.00
Huston, Jackie	Admin - Utility Training	200.00
Hy-Vee	Park&Rec - Concession Stand	376.49
Iheartmedia	Admin - Advertising	334.00
Image Trend	Fire - Rescue Annual Fee	600.00
Iowa Assn. Mun. Utilities	Water - Eiasso June - Aug	534.27
Iowa City Landscaping	Streets - Replacement Bush	229.00
Iowa Codification	Legal - Ordinance Supplement	2,400.00
Iowa DNR	Water - Operator Cert Renewal	480.00
Iowa Department Of Revenue	Payroll Expense	403.56
Iowa Law Enforcement Academy	Police - Defense Inst School	400.00
Iowa League Of Cities	Admin - Iacma Conf & IMPI training	911.00
Iowa One Call	Water/Sewer - Service	52.20
Iowa State University	Fire - Training Cert	50.00
IPERS	IPERS	8,869.02
Jodi Yeggy	Park&Rec - Session 3 Spring	128.89
Joey Dean Wenndt	Fire - June Fire Training	150.00
John Deere Financial	Sewer/water - Supplies	232.40
Johnson County Refuse	Recycling - May	4,349.00
Jones Janitor Supplies	Fire - Supplies	150.00
Kevin Olson	Legal Services June 2015	1,500.00
Kingdom Graphics	Library/P&R - Service	214.50
L. L. Pelling Co.	Streets - Sealcoat	68,861.25
Lewis, Devin & Breanna	Refund Building Permit Fee	83.25
Liberty Communications	Various Depts - Phone Service	1,196.28

Linn County R.E.C.	Streets - Utilities	138.00
Luneckas, Maddi	Park&Rec - Youth Umpire	75.00
Lynch's Excavating	Streets/water – Service projects	48,656.60
Mariachi Azteca	Comm&Cult- Summer Concert	1,200.00
Matt Parrott	Admin - Window Envelopes	124.41
Mccann, Linda	Library - book	23.00
Mediacom	Cable - Service	81.80
Midwest Janitorial Service	Lib/TH/Adm/Police - Cleaning	646.56
Moss, Howard	Stormwater Reimb For Bmp Proj.	245.64
Movie Licensing USA	Library - Annual Site License	81.00
MPH Industries	Police - Supplies	1,500.00
Muckler, Matt	Admin- Reimb ICMA Application	125.00
Noah Riemer Productions	Library - Summer Program	300.00
Oasis Electric	Library/Streets - Service	1,087.08
Outdoor Recreation Product	Park&Rec - Park Swings	1,035.00
Overdrive	Library – Audiobooks & EBooks	319.50
Payroll Expense	Payroll Expense - 6/5 & 6/19/15	58,603.60
PDT Services	Fire - Service Repair	213.20
Perry, Pam	Water - Utility Deposit Refund	71.68
Pitney Bowes	Library/Water - Postage	1,003.50
Play It Again Sports	Park&Rec - Supplies	254.47
Plunkett's Pest Control	Admin/TH - Pest Control	95.18
Port 'O' Jonny	Cemetery/Park & Rec - Service	272.60
Postmaster	Admin - Po Box Renewal	46.00
Pyramid Services	Fire/cemetery - Supplies	380.61
Qc Analytical Services	Sewer – Testing & training conf. fees	834.00
Quill Corp	Library/Admin - Supplies	201.71
Racom Corporation	Police - Radio	5,602.50
Republic Services Of Iowa	Admin - Destruction Services	43.00
Russell, Melissa	P&R - Reimb For Ys Supplies	51.72
S & S Flatwork	Comm&Cult/Streets - Sidewalks	12,460.18
Sandry Fire Supply	Fire - Supplies	720.00
Sexton, Bobby	Water - Utility Deposit Refund	25.04
Shanelle M Peden	Cable - Video meetings	375.00
Shawn Pierce	Park & Rec - Session 3 Spring	128.89
Shimmin, Nick	Library -Reimb for supplies	131.24
Space Walk Of Cedar Rapids	Library – summer program	200.00
Sunbury Sod	Cemetery - Sod	301.00
Terence J Goerdt	Admin - Building Inspections	280.00
The Gazette	Library/Police – Subscription & ad	863.40
Toynes Ia. Fire Trk.Serv	Fire - 2015 Rescue Fire Truck	272,419.00
Treasurer State Of Iowa	Iowa Sales Tax & state W/H	5,157.31
Trugreen Processing Center	Park&Rec - Service Lions Field	365.00
Uniform Den	Police - Shirt Carrier	153.03
United States Treasury	Payroll expense	1,751.72
University Of Iowa: State	Water - Testing	44.00
UPS	Sewer - Shipping	172.75
Upstart	Library - Supplies	11.00
US Bank Corporate Card	Adm/Comm & Cult – Travel & HHTD	1,735.39
US Bank Equipment Finance	Library/Admin - Copier Contract	300.80
Veenstra & Kimm	Econ Dev/P&Z/Cap Proj – various eng.	11,876.03
Verizon Wireless	Various Depts - Phone Service	774.64
Wageworks	Flex - Hcfsa2014	859.40
Walmart	Library - Supplies	187.37
Webb, Tina	Water - Utility Deposit Refund	100.00
West Branch Community School	Park&Rec - Fence	600.00
West Branch Times	Police/C&C/Legal -Publications	2,422.09
WEX Bank	Police/Cem/Water - Fuel	1,504.42
Williams, Zach	Water - Utility Deposit Refund	100.00
Windstar Lines	P&R - Chicago Bus Trip Balance	1,939.60
Zephyr Copies & Design	Admin/Comm & Cult - Banner	174.00
	Grand Total	637,135.15

Fund Totals

001 General Fund	411,907.12
022 Civic Center	579.12
031 Library	16,981.78
110 Road Use Tax	72,420.54
112 Trust And Agency	13,327.65
226 Go Debt Service	29,360.00
302 Parkside Dr Imp Cap Proj	275.13
600 Water Fund	74,903.07
610 Sewer Fund	16,275.70
740 Storm Water Utility	245.64
950 BC/BS Flexible Benefit	859.40
Grand Total	637,135.15

COMMUNICATIONS/OPEN FORUM

No comments from the public were offered during the open forum portion of the meeting.

PUBLIC HEARING/NON-CONSENT AGENDA

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.

Motion by Pierce second by Ellyson approve appointments/reappointments. AYES: Pierce, Ellyson, Miller, Shields, Stevenson. Motion carried.

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.

Zoning Board of Adjustment Chair Craig Walker addressed the Council and spoke to the Council about the establishment of a new chapter outlining the Zoning Board of Adjustment.

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

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.

Motion by Stevenson, second by Pierce to approve Ordinance 732. AYES: Stevenson, Pierce, Ellyson, Miller, Shields. Motion carried.

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.

City Attorney Kevin Olson informed the Council that this ordinance will adopt the changes to the Code from added Ordinances since the last review as required by the Iowa Code.

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

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.

City Attorney Kevin Olson informed the Council of the Iowa Alcoholic Beverages division liquor license regulations for new business applications or renewals.

Motion by Ellyson, second by Stevenson to approve Class C liquor license for Mexico Lindo, Inc. AYES: Ellyson, Stevenson, Miller, Pierce, Shields. Motion carried.

Approve Class C Liquor License with Living Quarters, Outdoor Service and Sundays Sales Permit for Pamela Miller, DBA: Greenview Cocktail Club./Move to action.

Council discussed several areas of concern with past and recent police activity at this place of business and indicated that operations would be continually monitored. Council also said that immediate action would be taken if any health, safety or financial issues arose in the future.

Motion by Shields, second by Ellyson to approve Class C liquor license for Pamela Miller. AYES: Shields, Ellyson, Pierce, Stevenson. NAYS: Miller. Motion carried.

Resolution 1309, approving the City of West Branch Financial Management Policies./Move to action.

Motion by Stevenson, second by Ellyson to approve Resolution 1309. AYES: Stevenson, Ellyson, Miller, Pierce, Shields. Motion carried.

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.

Muckler noted these are the salaries that Council previously approved for full-time employees during the annual budget process. He also recommended that part-time staff salaries increase for the next fiscal year.

Motion by Shields, second by Ellyson to approve Resolution 1335. AYES: Shields, Ellyson, Miller, Pierce, Stevenson. Motion carried

Resolution 1338, approving easements for Alliant Energy projects./Move to action.

John Etheredge with JCG Land Services spoke to the Council about the electrical improvements that would be made on four projects on City property. Motion by Pierce, second by Stevenson to approve Resolution 1338. AYES: Pierce, Stevenson, Ellyson, Miller, Shields. Motion carried.

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.

City Engineer Dave Schechinger explained to the Council that this change order is to install concrete bollards on the south end of the driveway to the BP Station. The purpose of the bollards is to prevent semi-trucks from driving in the ditch. Motion by Pierce, second by Ellyson to approve Resolution 1346. AYES: Pierce, Ellyson, Miller, Shields, Stevenson. Motion carried.

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.

Motion by Ellyson, second by Stevenson to approve Resolution 1347. AYES: Ellyson, Stevenson, Miller, Pierce, Shields. Motion carried.

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.

Brian Boelk from HBK Engineering said this study will provide a playbook for stormwater projects to be included in the CIP plan and will develop stormwater best management practices. Councilperson Stevenson added that this study will help with grant applications and funding opportunities.

Motion by Stevenson, second by Shields to approve Resolution 1348. AYES: Stevenson, Shields, Ellyson, Miller, Pierce. Motion carried

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.

Kyle Austen from Insurance Associates explained the work comp insurance rate increase and said that IMWCA is impressed with the cities progress on developing safety programs.

Motion by Ellyson, second by Stevenson to approve Resolution 1349. AYES: Ellyson, Stevenson, Miller, Pierce, Shields. Motion carried.

Resolution 1350, approving the purchase of a 2015 Dodge Durango Police Department Vehicle./Move to action.

Motion by Shields, second by Pierce to approve Resolution 1350. AYES: Shields, Pierce, Ellyson, Miller, Stevenson. Motion carried.

Resolution 1351, approving two partnership agreements between the City of West Branch and the Herbert Hoover National Historic Site./Move to action.

Superintendent Pete Swisher from the National Park Service said these agreements will provide for a constant opportunity to partner and work together on many projects in the future, starting with the concert series and Hoover's Hometown Days events. Muckler spoke to the Council about the significance of these agreements and

how the relationship between the City of West Branch and the Herbert Hoover National Historic Site has been strengthened in recent years.

Motion by Pierce, second by Stevenson to approve Resolution 1351. AYES: Pierce, Stevenson, Ellyson, Miller, Shields. Motion carried.

Resolution 1352, accepting public improvements constructed in Cookson Subdivision, West Branch, Iowa./Move to action.

Olson noted that this Resolution releases any liens placed on the subdivision and is standard procedure which will allow for the sale of lots by the owner.

Motion by Stevenson, second by Shields to approve Resolution 1352. AYES: Stevenson, Shields, Ellyson, Miller, Pierce. Motion carried.

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.

Kent Rice of French-Reneker Associates addressed the Council and provided information on the fees associated with the project scope, engineering design services and hiring contractors to construct the trail. The fees match the grant agreement.

Motion by Pierce, second by Ellyson to approve Resolution 1353. AYES: Pierce, Ellyson, Miller, Shields, Stevenson. Motion carried.

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.

Motion by Shields, second by Ellyson to approve Resolution 1354. AYES: Shields, Ellyson, Miller, Pierce, Stevenson. Motion carried.

CITY STAFF REPORTS

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

Russell said planning was going well and the website was up and running with details of this year’s event. Many new activities have been added this year along with a great line-up of musical entertainment.

Deputy City Clerk Dawn Brandt – Iowa League of Cities Annual Conference & Exhibit in Cedar Rapids, September 23-25.

Brandt informed the Council that registration for the annual League conference is now open if anyone is interested in attending.

City Administrator Matt Muckler – FY 2015-2016 Annual Budget

Muckler advised the Council that an error was recently discovered on the valuation data in the budget form. This error caused FY16 revenue to be overestimated by approximately \$42,000. Muckler also spoke of the approximately \$50,000 in unexpected additional road use tax revenue that will be received that was not included in the City’s FY16 budget proposal. Muckler recommended the use of approximately \$42,000 in road use tax revenue to fund the FY16 road and street budget and noted specific line items on the expenditure side of the budget that could be funded with road use tax revenue. Council all spoke in favor of the changes to the budget and the financial system.

Police Chief Mike Horihan – Police Officer Recruitment Update

Horihan informed the Council that the search for a 4th officer will resume as the top candidate previously identified chose not to meet the residency requirement. During the recent candidate search only five applications were received and only two applicants were certified officers. Horihan asked for direction from Council on next steps and whether or not to consider non-certified candidates. Horihan indicated he would like to re-open the search in the next thirty days and advertise for both certified and non-certified with a preference for certified to see if that would generate additional interest. Council agreed to advertise for both with a preference for a certified officer.

City Attorney Kevin Olson – Appointment and/or Election Process for Filling Mayoral Vacancy

Olson stated that State Code requires a special election or an appointment for the vacant Mayor's seat within sixty days of the passing of Mayor Mark Worrell. The last regular Council Meeting prior to the deadline to avoid a special election is August 3rd. Regardless of the Council's actions now, the November election would include a vote for a two-year term for Mayor.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Miller mentioned that he was contacted by David Johnson regarding an insurance policy for water/sewer customers. The insurance is sponsored through the National League of Cities and covers water/sewer line repairs for residents.

Stevenson noted that she recently attended a dinner at Scattergood celebrating their 125th anniversary. She said Scattergood was very appreciative of the support the City and community give to the school.

Ellyson shared her feelings of shock at the sudden passing of Mayor Mark Worrell and said that he would be greatly missed. All Council Members echoed these sentiments.

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.

Motion to adjourn to executive session at 9:07 p.m. by Ellyson, second by Pierce. AYES: Ellyson, Pierce, Miller, Shields, Stevenson. Motion carried.

Motion to adjourn from executive session by Shields, second by Pierce. AYES: Shields, Pierce, Ellyson, Miller, Stevenson. Executive session meeting adjourned at 9:39 p.m.

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.

Motion by Pierce, second by Stevenson to approve Resolution 1355. AYES: Pierce, Stevenson, Ellyson, Miller, Shields. Motion carried.

ADJOURNMENT

Motion to adjourn meeting by Shields, second by Stevenson. Motion carried on a voice vote. City Council meeting adjourned at 9:40 p.m.

Colton Miller, Mayor Pro Tem

ATTEST: _____
Dawn Brandt, Deputy City Clerk

Category	2015 HHTD	Price /Cost	Res #	Date Council Appvd
Children's Activities	Inflatables	\$ 11,000.00	1237	10/6/2014
Fireworks	Fireworks	\$ 40,000.00	1240	10/20/2014
	Oct-14	\$ 51,000.00		
Performances/Entertainment	Legacy Girls	\$ 1,200.00	1255	12/15/2014
Performances/Entertainment	Eastern Iowa Brass Band	\$ 3,000.00	1256	12/15/2014
	Dec-14	\$ 4,200.00		
Children's Activities	Niabi Zoo	\$ 550.00	1271	2/17/2015
	Feb-15	\$ 550.00		
Miscellaneous	Radio Advertising	\$ 5,000.00	1287	3/23/2015
	Mar-15	\$ 5,000.00		
Performances/Entertainment	Tent and Main St Stage	\$ 1,526.80	1305	5/4/2015
Miscellaneous	Golf carts	\$ 470.00	1315	5/18/2015
Children's Activities	Spanky the Bull	\$ 800.00	1316	5/18/2015
Children's Activities	Pony Rides	\$ 1,200.00	1317	5/18/2015
Children's Activities	3 Face Painters	\$ 600.00	1318	5/18/2015
Children's Activities	Magician/Balloon Guy - Rick Eugene Brammer	\$ 350.00	1319	5/18/2015
Children's Activities	Photo Booth	\$ 600.00	1320	5/18/2015
Miscellaneous	Parking Signs	\$195.00	1321	5/18/2015
	May-15	\$ 5,546.80		
Miscellaneous	Recycling	\$ 600.00	1324	6/1/2015
Parade Expenses	Ribbons/ Awards	\$ 100.00	1328	6/1/2015
Miscellaneous	Reusable Main Street Sign	\$ 650.00	1329	6/1/2015
Miscellaneous	Signage	\$ 1,200.00	1329	6/1/2015
Miscellaneous	Event Tshirts	\$ 300.00	1329	6/1/2015
Performances/Entertainment	Iowa Military Veterans Band	\$ 1,000.00	1325	6/1/2015
Performances/Entertainment	Coralville Showcase Stage	\$ 475.00	1330	6/1/2015
Performances/Entertainment	Danika Holmes	\$ 1,000.00	1326	6/29/2015
Performances/Entertainment	Mike Johnston (band)	\$ 350.00	1327	6/29/2015
Performances/Entertainment	Johnny Kilowatt Band	\$700.00	1331	6/29/2015
Miscellaneous	Port o Potties	\$ 868.00	1332	6/29/2015
	Jun-15	\$ 7,243.00		
	Subtotal committed to date	\$ 73,539.80		
Miscellaneous	Print Advertising	\$ 2,200.00	1333	7/20/2015
Miscellaneous	Trash	\$ 540.00	1364	7/20/2015
Children's Activities	Big Wheel Races	\$ 115.98	1365	7/20/2015
Miscellaneous	Signage/Brochures/Posters	\$ 913.55	1366	7/20/2015
Performances/Entertainment	Back-Up Sound System	\$ 350.00	1367	7/20/2015
Miscellaneous	Additional Radio	\$ 391.00	1368	7/20/2015
Performances/Entertainment	Additonal Tent for Hoover Stage	\$ 679.90	1369	7/20/2015
	Subtotal committed as of 7/21/15	\$ 78,730.23		
Miscellaneous	Generators for activities	n/charge		
Performances/Entertainment	Sound System for NPS Stage	n/charge	n/a	n/a
Performances/Entertainment	Sound System for Main St Stage	n/charge	n/a	n/a
Performances/Entertainment	34th Army Band	n/charge	n/a	n/a
Children's Activities	Lions Tractor Pull	n/charge	n/a	n/a
Children's Activities	Giant Chess	n/charge	n/a	n/a

General Fund Revenue	\$	55,500.00
Fundraising Goal	\$	22,030.23
NPS	\$	<u>1,200.00</u>
	\$	78,730.23

RESOLUTION NO. 1333

RESOLUTION APPROVING PRINT ADVERTISING UP TO \$2,200 IN THE WEST BRANCH TIMES AND OTHER REGIONAL NEWSPAPERS IN ADVANCE OF THE 2015 HOOVER'S HOMETOWN DAYS CELEBRATION.

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

WHEREAS, the City of West Branch is taking on fundraising and promotional responsibilities for the 2015 Hoover's Hometown Days Celebration; and

WHEREAS, the City of West Branch, IA would like to advertise the event in the West Branch Times and other small town newspapers,

WHEREAS, it is now necessary to approve this advertising expenditure.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that up to \$2,200 of advertising with the West Branch Times and other associated newspapers is hereby approved.

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

Jordan Ellyson, Councilmember

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1364

RESOLUTION APPROVING A PURCHASE OF TRASH RECEPTACLES IN THE AMOUNT OF \$540.00 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 solid waste services for the event; and

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

WHEREAS, the fiscal year 2015-2016 budget includes funding for the purchase of trash receptacles; and

WHEREAS, the City was provided with an estimate by Jeff Rees of Walcott, Iowa, of \$540 for twenty 55-gallon food grade plastic barrels; and

WHEREAS, it is now necessary to approve said purchase.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned purchase with Jeff Rees is hereby approved.

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

Jordan Ellyson, Councilmember

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1365

RESOLUTION APPROVING A PURCHASE OF TWO BIG WHEELS WITH AMAZON.COM IN THE AMOUNT OF \$115.98 FOR THE HOOVER'S HOMETOWN DAYS CELEBRATION ON AUGUST 8, 2015.

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 events on Friday evening, which have included Big Wheel races for kids; and

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

WHEREAS, the fiscal year 2015-2016 budget includes funding for the purchase of two big wheels; and

WHEREAS, the City was provided with an estimate by Amazon.com of \$115.98 for two Big Wheels; and

WHEREAS, it is now necessary to approve said purchase.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned purchase with Amazon.com is hereby approved.

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

Jordan Ellyson, Councilmember

ATTEST:

Matt Muckler, City Administrator/Clerk

PAYMENT ADDRESS
 SYNCB/AMAZON
 PO BOX 530958
 Atlanta, GA 30353-0958
 Invoice # 061959437730
 Transaction #:
 0
 PO#:
Update
 Sale Date:
 06/16/2015
 Store:
 0001
 Authorization:
 000939
 Register #:



HTD

SKU	Description	Qty	Unit	Price	Ex Price
B008G2QIWI	"The Original Big Wheel" - 16"	1	EA	\$57.99	\$57.99
	SALES TAX	1	EA	\$0.00	\$0.00

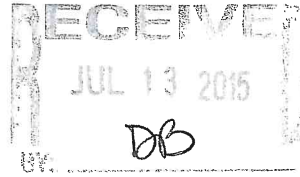
Subtotal:
 \$57.99
 Tax:
 \$0.00
 Total Invoice:
 \$57.99
 Pay Invoice
 Print Invoice
 Download
 Close

Department Comm & Cult.

Vendor # 0796

Account # 001-5-4-470-6603

PAYMENT ADDRESS
 SYNCB/AMAZON
 PO BOX 530958
 Atlanta, GA 30353-0958
 Invoice # 061958859019
 Transaction #:



0
 PO#:
Update
 Sale Date:
 06/16/2015
 Store:
 0001
 Authorization:
 000939
 Register #:

HTD

SKU	Description	Qty	Unit	Price	Ex Price
B008G2QIWI	"The Original Big Wheel" - 16"	1	EA	\$57.99	\$57.99
	SALES TAX	1	EA	\$0.00	\$0.00

Subtotal:
 \$57.99
 Tax:
 \$0.00
 Total Invoice:
 \$57.99
 Pay Invoice
 Print Invoice
 Download
 Close

Department Comm. & Cult.
 Vendor # 0796
 Account # 00-5-4-470-4603

RESOLUTION NO. 1366

RESOLUTION APPROVING A PURCHASE OF PROMOTIONAL MATERIALS
IN THE AMOUNT OF \$913.55 FOR THE HOOVER'S HOMETOWN DAYS
CELEBRATION ON AUGUST 8, 2015.

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

WHEREAS, the planning committee plans every year to promote the event
with additional signage and informational brochures; and

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

WHEREAS, the fiscal year 2015-2016 budget includes funding for the
purchase of promotional materials; and

WHEREAS, the planning committee estimates these promotional materials
to cost \$913.55; and

WHEREAS, it is now necessary to approve said purchase.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City
of West Branch, Iowa that the aforementioned purchase of promotional materials is
hereby approved.

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

Jordan Ellyson, Councilmember

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1367

RESOLUTION APPROVING THE RENTAL OF A SOUND SYSTEM 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 to provide quality family-friendly entertainment; and

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

WHEREAS, the fiscal year 2015-2016 budget includes funding for the provision of sound systems; and

WHEREAS, West Music has provided the planning committee with an estimate of \$350 for the rental of a sound system that would be utilized as a back-up sound system; and

WHEREAS, it is now necessary to approve the rental of the sound system.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned rental of a sound system with West Music is hereby approved.

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

Jordan Ellyson, Councilmember

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1368

RESOLUTION APPROVING AN AGREEMENT FOR ADDITIONAL RADIO ADVERTISING WITH KKRQ-FM IN THE AMOUNT OF \$391.00 FOR THE 2015 HOOVER'S HOMETOWN DAYS CELEBRATION.

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

WHEREAS, the planning committee plans every year for advertising for the event; and

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

WHEREAS, the fiscal year 2015-2016 budget includes funding for additional radio advertising; and

WHEREAS, KKRQ-FM, the Fox Classic Rock 100.7 has provided the planning committee with a proposal of \$391 for additional radio advertising; 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 for additional radio advertising with KKRQ-FM is hereby approved.

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

Jordan Ellyson, Councilmember

ATTEST:

Matt Muckler, City Administrator/Clerk

PROPOSAL



OShaughnessy, Beth
(319) 354 - 9000

Prepared For:

The City Of West Branch

Attn: Dawn Brandt
PO Box 218
110 N Poplar Street
West Branch, IA 52358-0218

Date: 7/8/2015

Advertiser: The City Of West Branch

Spots: 31

Total Cost: \$391.00

Rates guaranteed until: 7/15/2015

Summary

Advertiser The City Of West Branch

Title The City Of West Branch (Copy) (13438)

Billing Options Calendar, Cash In Advance

Spot Schedule

KKRQ-FM

2 Weeks: 7/27-8/3

Daypart / Program	Len	Spots	Rate	Cost
Sat 6a-7p	15	2	\$8.00	\$16.00
		Weekly Total:	2	\$16.00
		Flight Total:	4	\$32.00

1 Week: 8/3

Daypart / Program	Len	Spots	Rate	Cost
Mon-Fri 6a-10a	15	6	\$21.00	\$126.00
Mon-Fri 10a-3p	15	6	\$18.00	\$108.00
Mon-Fri 3p-7p	15	5	\$18.00	\$90.00
Mon-Fri 7p-Midnight	15	5	\$5.00	\$25.00
		Weekly Total:	22	\$349.00
		Flight Total:	22	\$349.00

KKRQ-FM

1 Week: 8/3

Daypart / Program	Len	Spots	Rate	Cost
Mon-Fri 5a-8p	15	5	\$2.00	\$10.00
		Weekly Total:	5	\$10.00
		Flight Total:	5	\$10.00

Proposal Totals		
	Spots	Total Cost
KKRQ-FM	26	\$381.00
RKRQ-FM	5	\$10.00
Total	31	\$391.00

ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser.

1. PAYMENT

(a) Advertiser agrees to pay in advance for the transmission covered by this contract unless otherwise expressly agreed in writing.

(b) If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1 annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.

(c) On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.

(d) If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

(a) This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

(b) Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.

(c) Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.

(d) If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to paragraph 2(b) or Advertiser pursuant to paragraph 2(a), Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

(e) To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

(a) Advertiser represents, warrants and agrees that: (i) Station's broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).

(b) Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of the representations and warranties described in Section 3(a); or (iii) claims arising from the products, services, operations, representations or warranties relating to, directly or indirectly, any material furnished by Advertiser pursuant to this contract ("Advertiser Material") or to Advertiser's business, services, operations or prizes (if any) relative to Order. Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

(a) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in paragraph (c) below.

(b) Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

(c) Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION AND COMMERCIAL MATERIAL

(a) Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.

(b) If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.

(c) Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or paragraph 5(b) shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.

(d) Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

6. NON-DISCRIMINATION

In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

(a) This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs or announcements of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.

(b) If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

(c) Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

(d) Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

(e) The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

(f) This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

RESOLUTION NO. 1369

RESOLUTION APPROVING THE RENTAL OF AN ADDITIONAL TENT WITH BIG TEN RENTAL IN THE AMOUNT OF \$679.90 FOR THE HOOVER'S HOMETOWN DAYS CELEBRATION ON AUGUST 8, 2015.

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

WHEREAS, the planning committee plans every year to provide quality family-friendly entertainment; and

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

WHEREAS, the fiscal year 2015-2016 budget includes funding for the rental of a tent to be located near the Hoover Stage; and

WHEREAS, Big Ten Rental has provided the planning committee with an estimate of \$679.90 for the rental of a tent to be located near the Hoover Stage; and

WHEREAS, it is now necessary to approve the rental of the additional tent.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned rental of an additional tent with Big Ten Rental is hereby approved.

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

Jordan Ellyson, Councilmember

ATTEST:

Matt Muckler, City Administrator/Clerk

1820 BOYRUM STREET
IOWA CITY, IA 52240
www.bigtenrentals.com
319-337-7368 Phone
319-351-1221 Fax

Status: Quote

Quote #: q2289

Event Beg: Sat 8/ 8/2015 8:00AM
Event End: Sat 8/ 8/2015 5:00PM
Operator: Adolfo Encarnacion

Customer #: 16675

City of West Branch

319-643-7100 Phone

Main Street
PO Box 786
WEST BRANCH, IA 52358

Job Descr: Herbert Hoover National Park

****DELIVERY/PU DATES ARE NOT CONFIRMED. ****

Ordered By: Leslie - 319-643-5888

Salesman: Paxton

E-Mail: sales1@bigtenrentals.com

Delivery and Pickup

Delivery: Fri 8/ 7/2015

Contact: Leslie

Pickup Date: Sat 8/ 8/2015 5:00PM

Phone: 319-643-5888

Location: Herbert Hoover National Park

Used at Address: 110 Parkside Dr ; WEST BRANCH, IA 52358

Would like to have tent set up on 8/7/2015(Friday) by 5PM and taken down on 8/8/2015(Saturday) by 5PM.

Qty	Key	Items	Replacement Cost	Status	Event End Date	Price
1	T3-20x40-1pc	Frame Top 20x40 Twin Tube	\$0.00 each	Rental	Sat 8/ 8/2015 5:00PM	\$399.00
		1day \$399.00 1week \$399.00 4weeks \$997.50				
6	Weight H20-55	Water Barrel 55 gallon w/ ratchet straps	\$0.00 each	Rental	Sat 8/ 8/2015 5:00PM	\$60.00
		1day \$10.00				
		Does the customer have a water source nearby?: yes				
		Where EXACTLY is the spigot? How far?: n/a				
		Customer must have a water source NEARBY.				
1	Labor TentFr20	Labor Set up 20-wide Frame Tents	\$50.00 each	Retail		\$50.00
1	J52358	Delivery / Pickup	\$125.00 each	Delivery		\$125.00

Quote valid for 30 days. THIS DOES NOT RESERVE YOUR ITEMS. ITEMS ARE RESERVED TO CUSTOMERS ON A FIRST COME FIRST SERVE BASIS.

Signature: _____

City of West Branch

Rental:	\$459.00
Damage Waiver:	\$45.90
Sales:	\$50.00
Delivery Charge:	\$125.00
Subtotal:	\$679.90
Cedar:	\$0.00
Total:	\$679.90
Paid:	\$0.00
Amount Due:	\$679.90

TERMS AND CONDITIONS OF RENTAL CONTRACT

(1) For good and valuable consideration, you and Big Ten Rentals, Inc. agree as follows: As used in this Contract, "Page 1" refers to the first page or "face" of this Contract; "Contract" means Page 1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the items rented or sold to you, as identified on Page 1 (including any "Instructions" provided per the terms of Section 5 below); "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "BTR," "Lessor," "we," "us" and "our" mean Big Ten Rentals Incorporated, an Iowa corporation d/b/a "Big Ten Rentals, Inc." "Contract" means Page 1 together with these Terms and Conditions of Rental Contract;

(2) You agree to rent the Rented Item(s) from BTR for the period(s) specified on Page 1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by BTR. Except only as otherwise specifically agreed in writing by BTR, all rental rates are for normal use of the Rented Item(s) on: (a) a single-shift basis during the Term, not exceeding 8 hours per day, 40 hours per week, and/or 160 hours per 4-week period with respect to equipment and tools, and (b) a single-day/single-event basis with respect to party and special events-related items (e.g., tents, inflatables, tables, chairs, and other special events items). The Rent will be increased for overtime, overuse and late returns, as well as misuse. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay BTR: (i) the Estimated Rent, together with any deposit specified on Page 1 (or if none, 35% of the Estimated Rent) at least 8 days prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) BTR may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise specifically agreed by BTR in writing. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned, and will become the property of BTR.

(3) You will ensure that each Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) at the address set forth on Page 1 (the "Site"); (d) by properly qualified, certified, and if required, licensed, operators; and (e) otherwise in full compliance with the Instructions, as well as all applicable laws, rules and regulations, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; (ii) violate any applicable policy of insurance or warranty; or (iii) take possession of or exercise control over any Rented Item without our prior consent, granted, conditioned or withheld in our sole discretion.

(4) Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is in good repair and operating condition, free of defects, and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected solely by you, not based on any recommendation by BTR; and (b) you: (i) have received, read and understood all training, instructions, user manuals, maintenance requirements, and other information, if any (including all applicable EPA, OSHA, NFPA, ASSE, and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply with the same (including EPA Tier 4 regulations); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to governmental authorities; (vi) will timely obtain all necessary licenses, authorizations and approvals; (vii) will ensure all underground utilities are clearly marked before driving stakes or using any Item(s) to disturb the ground surface (call 811 or 800-292-8989, or go to <www.iowaneocall.org>, at least 48 hours in advance); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); (ix) will create and post in a conspicuous place an OSHA-compliant **EVACUATION PLAN** for all rented tents; and (x) will ensure that all others comply with this Section.

(5) You will protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to BTR on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay BTR: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses, both direct and indirect, BTR may incur in connection with your failure to do so.

(6) If we agree to deliver and/or retrieve any Item(s), you will: (a) pay our regular charge(s) for such service(s), and for time spent awaiting access to the Site; (b) be present for delivery and retrieval; and (c) ensure our personnel have timely and adequate access to the Site. We will not be responsible for delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify and hold harmless BTR. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).

(7) Certain (typically special events) items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all such Rented Items are properly Packed. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD OR MILDEW, FOR WHICH YOU WILL BE LIABLE.**

(8) In the event of a Malfunction, you will immediately notify BTR, and provided the Malfunction did not result from your breach of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedy is **EXCLUSIVE**. BTR will have no other obligation(s) regarding Malfunctions, all of which you hereby waive.

(9) BTR owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any Rented Item.

(10) You may not transfer, sublease or assign any Rented Item(s) or this Contract without BTR's prior written consent. BTR may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, and such assignee shall not be responsible for, any pre-existing obligations or liabilities of BTR.

(11) You will maintain all insurance BTR deems necessary, including (unless we waive it), at least: (a) commercial general liability insurance with minimum limits of \$1,000,000 USD per occurrence; and (b) "all-risk" or inland marine insurance (or the equivalent), covering all loss of, and damage to, the Rented Item(s) (including while in transit) for the full (new) replacement value thereof; (c) Hired Auto liability insurance with limits of not less than \$1,000,000 USD per occurrence; and (d) host liquor liability insurance. All such policies shall be primary; shall name BTR as an additional insured and loss payee; shall be primary and non-contributory, and shall waive subrogation against BTR.

(12) If and only if you have elected to purchase the **Optional Damage Waiver** (set forth on Page 1, if available) and paid the Damage Waiver Fee prior to commencement of the Term, you will have no liability to BTR for physical damage to covered Rented Item(s), except that you will remain liable in all events for: (a) loss or damage caused in whole or in part by: (i) your breach of any provision of this Contract; (ii) theft or other failure to return Rented Item(s); (iii) misuse and/or abuse; (iv) vandalism and malicious mischief; (v) use of alcohol or drugs; and (b) all repair/replacement costs exceeding \$500 with respect to rented trailers. **DAMAGE WAIVER IS NOT INSURANCE. NOR IS IT A WARRANTY.** Your insurance will continue to apply for our benefit and will remain primary (we will be subrogated to your rights under such policy). You agree to assign to BTR all of your rights thereunder and to take all actions necessary to assist us in recovering from your insurer for all damages covered by Damage Waiver.

(13) **WARNINGS: (A) TENTS, INFLATABLES, LAWN & GARDEN EQUIPMENT, LIFTS, SAWS, PRESSURE WASHERS, SEWER SNAKES, AND EQUIPMENT USED FOR LIFTING, LOADING, HAMMERING, STAPLING, CUTTING, BORING, CHIPPING, EDGING, SANDING, GRINDING, COMPACTING, DIGGING, NAILING, WELDING, SPRAYING, HEATING, COOKING, TOWING, AND/OR HAULING IS/ARE INHERENTLY DANGEROUS AND SHOULD BE USED, MOVED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS; AND (B) TENTS, INFLATABLES, AND OTHER TEMPORARY STRUCTURES MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., rain, snow, sleet, hail and winds over 25 mph). If hazardous weather occurs or threatens, you will: (a) cause all persons to discontinue using and EVACUATE the Rented Item(s); (b) protect such Item(s); and (c) permit BTR to delay delivery, installation AND/OR USE of, or dismantle and/or retrieve ANY of SUCH Item(s) (without obligating us to do so). TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ASSUME ALL RISKS ASSOCIATED WITH THE RENTED ITEM(S).**

(14) BTR IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S). ALL SUCH ITEMS ARE PROVIDED **"AS-IS"**. ACCORDINGLY, EXCEPT ONLY TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, **BTR MAKES NO WARRANTY**, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS OR WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF BTR, NOR DOES BTR MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. **NO DESCRIPTIONS OR ADVERTISEMENTS BY BTR CONSTITUTE REPRESENTATIONS OR WARRANTIES BY BTR TO THE MAXIMUM EXTENT PERMITTED UNDER LAW. YOU: (A) ASSUME ALL RISK** OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE PROVISION, SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S), WHETHER OR NOT YOUR FAULT; AND (B) **YOU HEREBY RELEASE AND DISCHARGE BTR FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS BTR** AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES. You waive all rights, remedies, claims, damages and setoffs conferred upon you under applicable law (including the Uniform Commercial Code), as well as all incidental, consequential, special, and punitive damages, against BTR. Your duties hereunder are UNCONDITIONAL.

(15) This Contract, and any Addenda BTR provides, represent the entire agreement between you and BTR, superseding all other agreements and representations (including BTR's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. BTR may, without notice or liability to you, inspect any Rented Item(s) at any time. If any performance required of BTR is rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any fact or circumstance beyond BTR's reasonable control), BTR will be excused from such performance. You waive all statutes of limitations regarding BTR's rights and remedies. All amounts due from you hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You grant to BTR a perpetual, paid-up, royalty-free license to create, edit, display, and distribute photos and videos of the Rented Item(s) at your event, publicly or privately, as we deem appropriate. You authorize BTR to submit all amounts coming due hereunder for payment on your debit or credit card and hereby waive all claims to the contrary. You agree to pay BTR the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and BTR. **BTR's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder.** You will pay: (a) BTR's attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales and use taxes), fines, fees, assessments and other charges related to each Item. Neither BTR's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy BTR may have.

(16) Any item(s) sold to you ("Sale Items"), as provided on Page 1 are provided **"AS-IS"** and **"WITH ALL FAULTS"** and are subject to the terms of this Contract (modified as necessary to apply to sales). All item(s) not specifically identified as Sale Items on Page 1 will be deemed to be "Rented Item(s)."

(17) If you or any guarantor: (a) fail to fully and timely comply with this Contract; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed during the Term (subject, however, to Section 12 hereof), you will be in default, whereupon, to the maximum extent permitted under applicable law, BTR may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, look or disable the Rented Item(s) without being guilty of trespass or other transgression (for which you hereby indemnify and hold harmless BTR); (iv) perform your obligations on your behalf, without being obligated to do so; (v) purchase replacement Item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(18) This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent (or purchase price, as applicable). This Contract will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from BTR at any time in the future (except only as otherwise agreed by BTR). This Contract (a) has been carefully and thoroughly reviewed, and specifically negotiated by each the parties hereto (each waiving any and all claims regarding its enforcement or authorship, including without limitation, any preference in its interpretation or enforcement, as well as any right to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of Iowa. Proper venue for any and all legal proceedings commenced in connection herewith shall lie solely and exclusively in the federal and state courts located in or nearest to Johnson County, Iowa, and you hereby consent and submit to such jurisdiction and venue. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.

(19) WARNING: FAILURE TO RETURN RENTED ITEM(S) CAN, IN CERTAIN CIRCUMSTANCES, BE CONSIDERED THEFT, RESULTING CIVIL PENALTY(IES) AND/OR CRIMINAL PROSECUTION. See Iowa Code §714.1, et seq.

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 20th day of July, 2015.

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

Jordan Ellyson, Councilperson

Attest:

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 20th day of July, 2015.

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

Jordan Ellyson, Councilperson

Attest:

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 20th day of July, 2015.

First Reading: June 29, 2015

Second Reading: July 20, 2015

Third Reading:

Jordan Ellyson, Councilperson

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 1356

RESOLUTION SUSPENDING THE CLASS C LIQUOR LICENSE WITH LIVING QUARTERS, OUTDOOR SERVICE AND SUNDAY SALES IN THE NAME OF PAMELLA MILLER, D/B/A GREENVIEW COCKTAIL CLUB.

WHEREAS, the City Council of the City of West Branch approved a Class C Liquor License, with Living Quarters, Outdoor Sales and Sunday Sales in the name of Pamella Miller, doing business as Greenview Cocktail Club (the “License”) on June 29, 2015; and

WHEREAS, this particular licensed establishment has a history of food and health violations; failure to pay city utility bills; illegal connections to water wells into the potable water supply of the City; and various other violations that have called into question the ability of the License holder to provide water and toilet facilities and a clean establishment; and

WHEREAS, said previous violations also have called into question the financial standing and reputation of the License holder; and

WHEREAS, the City Council approved the License holder one more opportunity to allow a local business the opportunity to comply with state and local law by granting approval of its License; and

WHEREAS, within one month of the approval of the License, the City has received complaints from citizens who reside near the licensed facility, which have been investigated by the West Branch Police Department, whereby after hours parties were held that involved violations of City ordinance and the driving of golf carts on the licensed facility; and

WHEREAS, based upon Chapter 123 of the Code of Iowa, the Administrative rules of the Iowa Alcoholic Beverages Division and local ordinance, the administration has asked the City Council to suspend the License.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned License be suspended indefinitely because of the continued violation of state statutes and administrative rules and violations of local ordinance.

BE IT FURTHER RESOLVED, that the City Clerk shall send a copy of this Resolution suspending the License to the Iowa Alcoholic Beverages Division as required by law.

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

Jordan Ellyson, Councilmember

ATTEST:

Matt Muckler, City Administrator/Clerk

City of West Branch

~A Heritage for Success~

Office of the City Administrator

July 15, 2015

Pamella Miller
3064 Wintergreen Drive
Iowa City, Iowa 52240

Dear Ms. Miller:

At the June 29, 2015 West Branch City Council Meeting, a motion was approved by the City Council on a 4-1 vote to provide you, doing business as the Greenview Cocktail Club, with a Class C Liquor License with Living Quarters, Outdoor Service and Sunday Sales Permit. Prior to the passage of this motion, the City Council discussed several areas of concern with past and recent activities which have required responses from the West Branch Police Department, the West Branch Public Works Department, the West Branch Office of the City Administrator and the Cedar County Office of Environmental Health and Zoning. The Council indicated that operations would be continually monitored and that immediate action would be taken if any similar issues arose in the future.

I am contacting you today to provide you with notice that the West Branch City Council will consider suspension of the liquor license at the Monday July 20, 2015 City Council Meeting, which will be held at 7:00 p.m. in the City Council Chambers, located at 110 N. Poplar Street in West Branch. This suspension is being considered after the West Branch Police Department received noise complaints from residents since the Council approval of the liquor permit at the June 29, 2015 City Council Meeting. Please feel free to contact me if I can provide any additional information.

Sincerely,



Matt Muckler
City Administrator

Cc: Greenview Cocktail Club, 19 Greenview Lane, West Branch, IA

110 N. Poplar St. · PO Box 218 · West Branch, Iowa 52358 · Ph. 319-643-5888

Matt@westbranchiowa.org · Fax 319-643-2305 · www.westbranchiowa.org

RESOLUTION NO. 1357

A RESOLUTION APPROVING CHANGE ORDER NUMBER TWO,
INCREASING THE CONTRACT AMOUNT BY \$500.00 TO L.L. PELLING
COMPANY, INC. FOR THE PARKSIDE DRIVE ROAD IMPROVEMENTS
PROJECT.

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, Veenstra & Kimm, Inc. had prepared and the City Council had previously approved a change order in the amount of \$2,302.50; and

WHEREAS, Veenstra & Kimm, Inc. has prepared a second change order in the amount of \$500.00; and

WHEREAS, Change Order Number Two 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 \$500.00.

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

Jordan Ellyson, Councilperson

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)

July 09, 2015

CHANGE ORDER NO. 2

PARKSIDE DRIVE IMPROVEMENTS
WEST BRANCH, IOWA

Change Order No. 2 is for the following modifications to the project:

1. Manhole adjustment rings (8"-12" to bring sanitary sewer manhole up to grade.

LS \$ 500.00

Total: \$ 500.00

Change Order No. 2 increases the contract amount by \$ 500.00.

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 July 09, 2015

Date _____

RESOLUTION NO. 1358

RESOLUTION APPROVING A FEDERAL-AID AGREEMENT FOR A CITY
HIGHWAY BRIDGE PROGRAM PROJECT WITH THE IOWA DEPARTMENT
OF TRANSPORTATION.

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

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

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

WHEREAS, IDOT has prepared the official agreement for the purpose of providing partial financing for the replacement of the College Street Bridge; 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, Cedar County, Iowa, that the aforementioned agreement is hereby approved.

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

Jordan Ellyson, Councilperson

ATTEST:

Matt Muckler, City Administrator/Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a City Highway Bridge Program Project**

Recipient: City of West Branch

Project No: BROS-8252(605)--8J-16

Iowa DOT Agreement No: 06-16-HBPU-15

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of West Branch, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Moving Ahead for Progress in the 21st Century (MAP-21), Public Law 112-141, continued the Surface Transportation Program (STP), now codified at Section 133(b) of Title 23, United States Code (U.S.C.). The STP makes Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of STP funds have been set-aside for this purpose and designated as the Highway Bridge Program.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the Department agrees to provide Highway Bridge Program funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be the District 6 Local Systems Engineer. The Recipient's contact person shall be the City Administrator.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 012380
 - B. Location: College Street Bridge over the West Branch of Wapsinonic Creek
 - C. Preliminary Estimated Total Cost: \$1,350,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the Department. Within the eligible project construction limits, eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances eligible activities may also include utility relocation or railroad work that is required for construction of the project. Certain activities necessary to comply with Federal or State environment or permit requirements, including studies and/or mitigation of the project's environmental impacts, are also eligible.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses, are not eligible. In addition, administrative costs, and fees or interest associated with bonds or loans are not eligible.
6. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from Highway Bridge Program funds. The portion of the eligible project costs reimbursed by Highway Bridge Program funds shall be limited to a maximum of 80% of eligible costs or \$1,000,000, whichever is less. Reimbursed costs will be limited to federal funds that are made available for cities through the Federal Highway Bridge Replacement Program outlined in 761 Iowa Administrative Code, Chapter 161.

7. The Recipient shall let the project for bids through the Department.
8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
9. It is the intent of both (all) parties that no third party beneficiaries be created by this agreement.
10. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the Department.
11. This agreement shall be executed and delivered in two or more copies, each of which shall be deemed to be an original and shall constitute but one and the same agreement.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3 year deadline.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

Recipient: City of West Branch

By _____ Date _____, ____

Title _____

I, _____, certify that I am the Clerk of the City, and that _____,

who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a

formal Resolution duly passed and adopted by the City, on the _____ day of _____, ____.

Signed _____ Date _____, ____

City Clerk of West Branch, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Division

By _____ Date _____, ____

Kent L. Ellis, P.E.
Local Systems Engineer
District 6

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Recipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by 49 CFR 18.26, the Recipient is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. C. 7501-7507) and Subpart F of 2 CFR 200. Subpart F of 2 CFR 200 stipulates that non-Federal entities expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200.500. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.
- f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.
 - ii. The Recipient shall comply with the requirements of I.M. 3.710, DBE Guidelines.

iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

3. Federal Participation in Work Performed by Recipient Employees.

- a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.310, Federal-aid Participation in In-House Services.
- b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.810, Federal-aid Construction by Local Agency Forces.
- c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 225. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient.

4. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.305, Federal-aid Participation in Consultant Costs.

- c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.105, Concept Statement Instructions; 3.110, Environmental Data Sheet Instructions; 3.112, FHWA Environmental Concurrence Process; and 3.114, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 3.120, Farmland Protection Policy Act Guidelines.
- c. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 3.130, 404 Permit Process; 3.140, Storm Water Permits; 3.150, Highway Improvements in the Vicinity of Airports or Heliports; and 3.160, Asbestos Inspection, Removal and Notification Requirements.
- d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed \$100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.
- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Iowa DOT Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as

a guide to coordinating with utilities.

- e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.505, Check and Final Plans and I.M. 3.510, Check and Final Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 3.730, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.
- c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 3.720, Local Letting Process, Federal-aid.
- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.750, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code Section 26.12.
- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Department has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Recipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.

- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The Recipient shall follow the procedures in I.M. 3.805, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient does exceed the total project costs, the Recipient shall either:
 - 1) in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - 2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

10. Project Close-out.

- a. Within 30 days of completion of construction and/or other activities authorized by this agreement, the Recipient shall provide the completed pre-audit checklist to the Department and request a final audit, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer or architect, as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.

- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

July 7, 2015

Ref: BROS-8252(605)--8J-16

City of West Branch

Agreement No: 6-16-HBPU-15

CFDA No. and Title 20.205

Highway Planning and Construction

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

SUBJECT: Agreement 6-16-HBPU-15 (FHWA Structure Number 012380 College Street Bridge over the West Branch of Wapsinonic Creek)

Dear Mr. Muckler:

I have enclosed two (2) copies of an agreement between the city of West Branch and the Iowa Department of Transportation for the referenced project. The project involves FHWA Structure Number 012380 College Street Bridge over the West Branch of Wapsinonic Creek.

Please secure the necessary approvals and signatures of the appropriate city officials and return both signed copies of the agreement to this office for further processing. After I receive the signed copies of the agreement, I will sign both copies and one of the copies of the fully executed agreement will be returned to your office.

All those who are involved with the project should carefully review the provisions of the agreement that pertain to federal funding for this project and the standard provisions for federal aid projects.

Please contact me if you have any questions concerning this agreement.

Sincerely,



Kent L. Ellis, P.E.
District Local Systems Engineer

KLE/hmb
Enclosures (2) 6-16-HBPU-15

RESOLUTION NO. 1359

RESOLUTION APPROVING A USER AGREEMENT WITH THE IOWA
DEPARTMENT OF PUBLIC SAFETY

WHEREAS, the State of Iowa Department of Public Safety has provided the City of West Branch with an updated user agreement for use of the Iowa On-Line Warrants and Articles System (hereafter referred to as the IOWA System); and

WHEREAS, the purpose of this agreement is to specify the duties and responsibilities of the Department of Public Safety and the City of West Branch for the exchange of criminal justice and computerized criminal history information between the IOWA System and the West Branch Police Department; and

WHEREAS, the information provided by the IOWA System is critical to the performance of the West Branch Police Department; 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, Cedar County, Iowa, that the aforementioned agreement is hereby approved.

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

Jordan Ellyson, Councilperson

ATTEST:

Matt Muckler, City Administrator/Clerk

Terry E. Branstad
Governor
Kim Reynolds
Lt. Governor



Department of Public Safety

Roxann M. Ryan
Commissioner

June 24, 2015

Brenda Johnson
West Branch Police Department
105 South 2nd Street
Box 218
West Branch, IA 52358

Dear Brenda Johnson,

Please be advised effective July 1, 2015 the IOWA System user contract will be valid for a total of 3 years rather than what used to be 2 years. By doing this, we will be able to have all Iowa agencies on the same user contract schedule.

In our attempt to streamline this process and conserve paper, we are asking agencies to ensure we have the correct e-mail address for the TAC. You, as the TAC, will receive these contracts from Heather Nelson via e-mail, in addition to your IOWA System billing information.

We obtain the TAC e-mail addresses from nexTEST. If you prefer we use a different e-mail address or add a secondary e-mail address when notifying your agency, please advise Heather. Her contact information is below.

Enclosed please find a copy of the IOWA ON-LINE WARRANTS AND ARTICLES user agreement between the Iowa Department of Public Safety and your agency. Your Terminal Agency Administrator will need to sign and obtain signatures from the administrators of all the agencies for which you provide terminal service. **If an agency is not already listed, please add it to the document along with any changes of address or billing information.**

As you might remember, users from court services such as district courts, clerks of court, juvenile courts, correctional services (pre- and post-sentence investigation, probation and parole) and juvenile court services are not required to sign this contract since they are covered by a master contract with the Iowa Supreme Court.

When all necessary signatures have been obtained, please e-mail a copy of your contract to Heather at hnelson@dps.state.ia.us. It is not necessary to mail back original signed contracts.

If you have any questions regarding this matter, please contact Heather at 515-725-6210 during normal business hours.

Sincerely,

A handwritten signature in blue ink, reading "Leon J. Frederick".

Leon J. Frederick
Chief Information Officer
Technology Services Bureau
enclosures

**STATE OF IOWA
DEPARTMENT OF PUBLIC SAFETY
IOWA ON-LINE WARRANTS AND ARTICLES**

USER AGREEMENT

This Agreement is made and entered into by and between the Iowa Department of Public Safety (hereinafter referred to as DEPARTMENT), acting on behalf of the State of Iowa and the Iowa On-Line Warrants and Articles System (hereinafter referred to as the IOWA System), and a criminal justice agency (hereinafter referred to as the USER AGENCY).

I. PURPOSE

The purpose of this Agreement is to specify the duties and responsibilities of the DEPARTMENT, as the state criminal justice information services (CJIS) system agency responsible for the exchange of criminal justice and computerized criminal history information between the IOWA System, and the USER AGENCY. This Agreement provides for the DEPARTMENT to facilitate the interchange of information between systems such as NCIC, Nlets, Iowa DOT and IOWA System participants including the USER AGENCY.

II. MUTUAL AGREEMENTS

This Agreement is subject to the laws of the State of Iowa, the *FBI CJIS Security Policy* and applicable federal and state rules and regulations.

The DEPARTMENT agrees to provide IOWA System access and instructions to the USER AGENCY.

The USER AGENCY agrees to comply with all of the instructions.

The DEPARTMENT agrees to provide security for the IOWA System; and the USER AGENCY agrees to implement measures to ensure security of their equipment and systems used to access the IOWA System.

III. SERVICE LEVELS

It is the intent of the DEPARTMENT to provide 24x7 telecommunications service to the USER AGENCY.

If the USER AGENCY is subscribed to 24x7 service, the DEPARTMENT will make every effort to restore service as quickly as possible to the USER AGENCY, with a goal of no more than 24 hours after the outage is reported.

If the USER AGENCY is subscribed to Business Hours Only service, including web-based proxy service, the DEPARTMENT will make every effort to restore service to the USER AGENCY by close of business on the next business day.

As the DEPARTMENT obtains telecommunications services from third party vendors, if the problem lies with the telecommunications company, meeting these time frames may not always be possible.

The health and safety of DEPARTMENT staff as well as that of USER AGENCY staff and officers will always be taken into account when determining the appropriate time to dispatch DEPARTMENT staff to the USER AGENCY.

The USER AGENCY agrees to provide assistance to DEPARTMENT staff and telecommunications vendor staff when troubleshooting connectivity issues and in other instances as needed.

IV. IMPLEMENTATION AND DURATION OF AGREEMENT

This Agreement shall become effective upon its execution by the DEPARTMENT and USER AGENCY.

Unless otherwise terminated according to the provisions contained in Article VI herein, the agreement shall expire on June 30, 2018.

This Agreement shall be subject to amendment by written approval of both the DEPARTMENT and the USER AGENCY.

V. CRIMINAL HISTORY

The DEPARTMENT agrees to furnish, via the IOWA System, Criminal History Data (CHD), as defined in Chapter 692.1(6) of the *Code of Iowa*, and Criminal History Record Information (CHRI), as defined in Title 28, Chapter 1, Part 20.3(b) of the *Code of Federal Regulations*, to the USER AGENCY for the express purpose of the administration of criminal justice and criminal justice employment.

The USER AGENCY shall provide CHD/CHRI from the IOWA System to criminal justice agencies that do not have direct IOWA System access, in accordance with the IOWA System rules and regulations. The USER AGENCY and criminal justice agencies receiving CHD/CHRI, furnished pursuant to this agreement, agree that it will be used only for official purposes in connection with the prescribed duties of the criminal justice agency. The USER AGENCY and criminal justice agencies receiving CHD/CHRI information from the USER AGENCY agree to keep the information secure and confidential and abide wholly by the provisions of Chapter 692 of the *Code of Iowa* and Title 28, Chapter 1, Part 20 of the *Code of Federal Regulations*.

The USER AGENCY agrees to allow the DEPARTMENT access to all appropriate USER AGENCY records pursuant to this agreement and the provisions of Chapter 692.13 of the *Code of Iowa* and Title 28, Chapter 1, Part 20.21(e) of the *Code of Federal Regulations*.

VI. LIABILITY

The DEPARTMENT does not guarantee the accuracy of any information in the IOWA System not entered by the DEPARTMENT.

To the extent allowed by state law, the AGENCY agrees to jointly and severally indemnify and hold the DEPARTMENT, its successors and assigns harmless from and against all liabilities, loss, damage or expense, including reasonable attorney fees which the DEPARTMENT may incur or sustain by reason of the failure of the AGENCY to fully perform and comply with the terms and obligations of this Agreement. Nothing in this paragraph is to be construed to infer or create a right of action by any third party not otherwise permitted by Iowa law.

VII. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice. If the USER AGENCY initiates the termination of this Agreement, then the USER AGENCY shall be liable to the DEPARTMENT for all delinquent payments and for all removal expenses.

The DEPARTMENT may deny electronic access to the IOWA System by the USER AGENCY whenever the USER AGENCY becomes more than thirty (30) days delinquent in payments for IOWA System access.

The DEPARTMENT may immediately terminate this Agreement whenever the USER AGENCY becomes more than sixty (60) days delinquent in payments for IOWA System access. The USER AGENCY shall be liable to the DEPARTMENT for all delinquent payments and for all removal expenses.

The DEPARTMENT may immediately terminate access by the USER AGENCY to the IOWA System whenever it is determined that the USER AGENCY has failed to comply with any instructions. Access may be re-installed upon the USER AGENCY providing the DEPARTMENT with satisfactory assurances that the improper procedures have been corrected. The USER AGENCY shall be liable to the DEPARTMENT for all costs associated with this action.

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, then the USER AGENCY shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

DEFINITIONS

Instructions mean written directions regarding access to and use of information in the IOWA System. Such written directions include restrictions, rules and regulations, policies, guidelines and newsletters issued by the DEPARTMENT, whether adopted by the DEPARTMENT or from any other source such as statute, rule, regulation or FBI CJIS/NCIC mandate. A portion of these written directions are contained in the *IOWA Operating Manual* and cover the following topics: audit, dissemination, hit confirmation, logging, quality assurance, pre-employment screening, security, timeliness, use of the system and validation.

Criminal justice agency means: (1) courts; (2) a governmental agency or any subunit thereof which performs the administration of criminal justice pursuant to a statute or executive order, and which allocates a substantial part of its annual budget to the administration of criminal justice ('allocates a substantial part' has been interpreted to mean more than 50 percent by the originator of the Regulations).

Administration of criminal justice means: the detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. It also includes criminal identification activities; the collection, storage, and dissemination of criminal history record information; and criminal justice employment.

The USER AGENCY and the criminal justice agencies listed below have read, understand and agree to abide by the provisions set forth in this document.

**** USER AGENCY ****
For the: West Branch Police Department

SIGNATURE: _____

Name: _____

Title: _____

Date: _____

**** USER AGENCY ****
For the:

SIGNATURE: _____

Name: _____

Title: _____

Date: _____

**** USER AGENCY ****
For the:

SIGNATURE: _____

Name: _____

Title: _____

Date: _____

**** USER AGENCY ****
For the:

SIGNATURE: _____

Name: _____

Title: _____

Date: _____

**** DEPARTMENT ****
For the Department of Public Safety:

SIGNATURE: _____

Name: Leon Frederick

Title: Chief, Technology Services Bureau

Date: June 24, 2015

**** USER AGENCY ****
For the:

SIGNATURE: _____

Name: _____

Title: _____

Date: _____

**** USER AGENCY ****
For the:

SIGNATURE: _____

Name: _____

Title: _____

Date: _____

**** USER AGENCY ****
For the:

SIGNATURE: _____

Name: _____

Title: _____

Date: _____

**** USER AGENCY ****

For the:

SIGNATURE: _____

Name: _____

Title: _____

Date: _____

**** USER AGENCY ****

For the:

SIGNATURE: _____

Name: _____

Title: _____

Date: _____

**** USER AGENCY ****

For the:

SIGNATURE: _____

Name: _____

Title: _____

Date: _____

**** USER AGENCY ****

For the:

SIGNATURE: _____

Name: _____

Title: _____

Date: _____

**** USER AGENCY ****

SIGNATURE: _____

Name: _____

Title: _____

Date: _____

**** USER AGENCY ****

For the:

SIGNATURE: _____

Name: _____

Title: _____

Date: _____

**** USER AGENCY ****

For the:

SIGNATURE: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 1360

A RESOLUTION APPROVING THE PURCHASE OF RADIO EQUIPMENT BY THE
WEST BRANCH DEPARTMENT IN THE AMOUNT OF \$145,753.69

WHEREAS, the West Branch Fire Department has remaining funds from the local option sales tax approved for the expansion and maintenance of the West Branch Fire Station; and

WHEREAS, the City's Bond Counsel provided a letter to the City of West Branch dated January 21, 2015 advising the City that it would be lawful to apply the local option sales tax proceeds towards emergency communications equipment; and

WHEREAS, City Attorney briefed the City Council on this matter at the March 2, 2015 Council Meeting; and

WHEREAS, the West Branch Fire Department has been presented with a proposal for TK5710 Kenwood P25 100 watt mobile radios and Unity portable radios with Harris chargers; and

WHEREAS, it is now necessary for the City Council to approve the purchase of this equipment in the amount of \$145,753.69.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned purchase is approved.

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

Jordan Ellyson, Councilperson

ATTEST:

Matt Muckler, City Administrator/Clerk



**201 West State Street
Marshalltown, IA 50158
800-722-6643
Fax 641-752-0674
www.racom.net**

Proposal Prepared for: West Branch Fire

Address	105 S. 2ND STREET
City	West Branch
State & Zip Code	Iowa, 52358
County	Cedar
Phone/FAX	
Contact Name	Kevin Stoolman
Contact E-mail	Kevin.f.stoolman@iwe.com

TK5710 Kenwood P25 100watt Mobile Radios

[illegible]**Terms of Purchase:NET15**

System Description: 6ea. TK5710 VHF P25 100watt Remote Mount mobile radios, 9 Full Feature control heads with microphones. 2 VHF Pyramid repeater with filters and antennas. Installation will reuse existing control cable, power cable and speakers. Actual shipping charges to be added to invoice.

Proposal Presented By: Randy Johnson

Date: 5/14/15

Proposal Accepted By:

Date:

JOHN P. DANOS
danos.john@dorsey.com

January 21, 2015

Matt Muckler
City Administrator
PO Box 218
110 North Poplar Street
West Branch, IA 52358-0218

Re: Current LOST Proceeds for Emergency Communications Equipment
Our File No. 439235-7

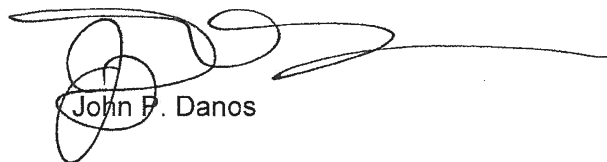
Dear Matt:

I am writing to follow-up on our telephone conversation on Friday, January 16, 2015. In our conversation, you asked me to consider whether the City might utilize proceeds from the current local option sales and services tax being imposed in the municipality to pay costs related to the acquisition and installation of the emergency communications equipment. As we discussed, the current ballot language allows the proceeds of the tax to be used for the extension and maintenance of the fire department facility. You related to me that the current fire department facility has features which inhibit adequate communications with the current fire personnel in emergency situations and are necessitating the acquisition of the new emergency communications equipment.

The fact that the emergency communications equipment being purchased is, in part, designed to remedy current problems with the fire department facility, coupled with the fact that the local option sales tax proceeds will be utilized to fund only a portion of the costs of the emergency communications equipment, gives me comfort that the City could lawfully apply the tax proceeds towards this equipment acquisition. As we discussed, the standard under the law is such that the local option sales tax proceeds are to be expended only for purposes that are consistent with the City's ballot language. In my estimation, the City would not be outside the bounds of the law in applying the sales tax proceeds towards the communications equipment acquisition.

I hope you will contact me if you wish to discuss this matter further.

Best regards,


John P. Danos

JPD:srl

DORSEY & WHITNEY LLP • WWW.DORSEY.COM • T 515.283.1000 • F 515.283.1060
801 GRAND • SUITE 4100 • DES MOINES, IOWA 50309-2790

USA CANADA EUROPE ASIA

4832-9310-9281\1

121-OPTION TAX

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
121-100	CLAIM ON CASH	145,753.69	
121-110	INVESTMENTS	0.00	
		<u>145,753.69</u>	
TOTAL ASSETS			145,753.69
=====			
LIABILITIES			
=====			
121-202	ACCOUNTS PAYABLE	0.00	
		<u>0.00</u>	
TOTAL LIABILITIES			0.00
=====			
EQUITY			
=====			
121-259	UNRESERVED FUND BALANCE	77,951.51	
121-299	ACCOUNTS PAYABLE (DUE TO POOL)	0.00	
		<u>77,951.51</u>	
TOTAL BEGINNING EQUITY			77,951.51
=====			
TOTAL REVENUE			173,220.58
TOTAL EXPENSES			<u>105,418.40</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.			67,802.18
TOTAL EQUITY & FUND BALANCE			<u>145,753.69</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE			145,753.69
			=====

RESOLUTION 1361

A RESOLUTION HIRING THREE YOUTH COUNSELORS AS TEMPORARY PARKS AND RECREATION EMPLOYEES FOR THE CITY OF WEST BRANCH, IOWA AND SETTING THE SALARY FOR THE POSITIONS FOR FISCAL YEAR 2015-2016.

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

Section 1. That the City of West Branch, Iowa will hire Alice Kober, Brandon Shortt, and Morgan Stoolman as temporary youth counselors.

Section 2. The following persons and positions named shall be paid the hourly wage indicated and the City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, 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
Youth Counselor	Alice Kober	\$10.50/hour	Temporary
Youth Counselor	Brandon Shortt	\$10.50/hour	Temporary
Youth Counselor	Morgan Stoolman	\$10.50/hour	Temporary

SECTION 3. The above named employees are subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 4. This resolution will be effective upon final passage of the City Council.

SECTION 5. The hourly wage established in this resolution shall be effective upon final passage of the City Council.

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

Jordan Ellyson, Councilperson

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION 1363

A RESOLUTION APPROVING BERANEK PARK VOLLEYBALL COURT UPGRADES

WHEREAS, West Branch voters approved a 10-year Local Option Sales Tax in November of 2014 for the purpose of making capital improvements in West Branch City Parks; and

WHEREAS, the West Branch City Council approved an agreement with HBK Engineering to design improvements in several parks; and

WHEREAS, the West Branch Parks and Recreation Commission recommends that the City move forward to add two volleyball courts to Beranek Park; and

WHEREAS, HBK Engineering has prepared plans for the review of the City Council; and

WHEREAS, it is the intent of the West Branch Parks & Recreation Department to work with HBK Engineering, City of West Branch Public Works Staff and volunteers to construct the improvements; and

WHEREAS, these improvements now require the approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of West Branch, Iowa that the aforementioned capital improvements are approved.

* * * * *

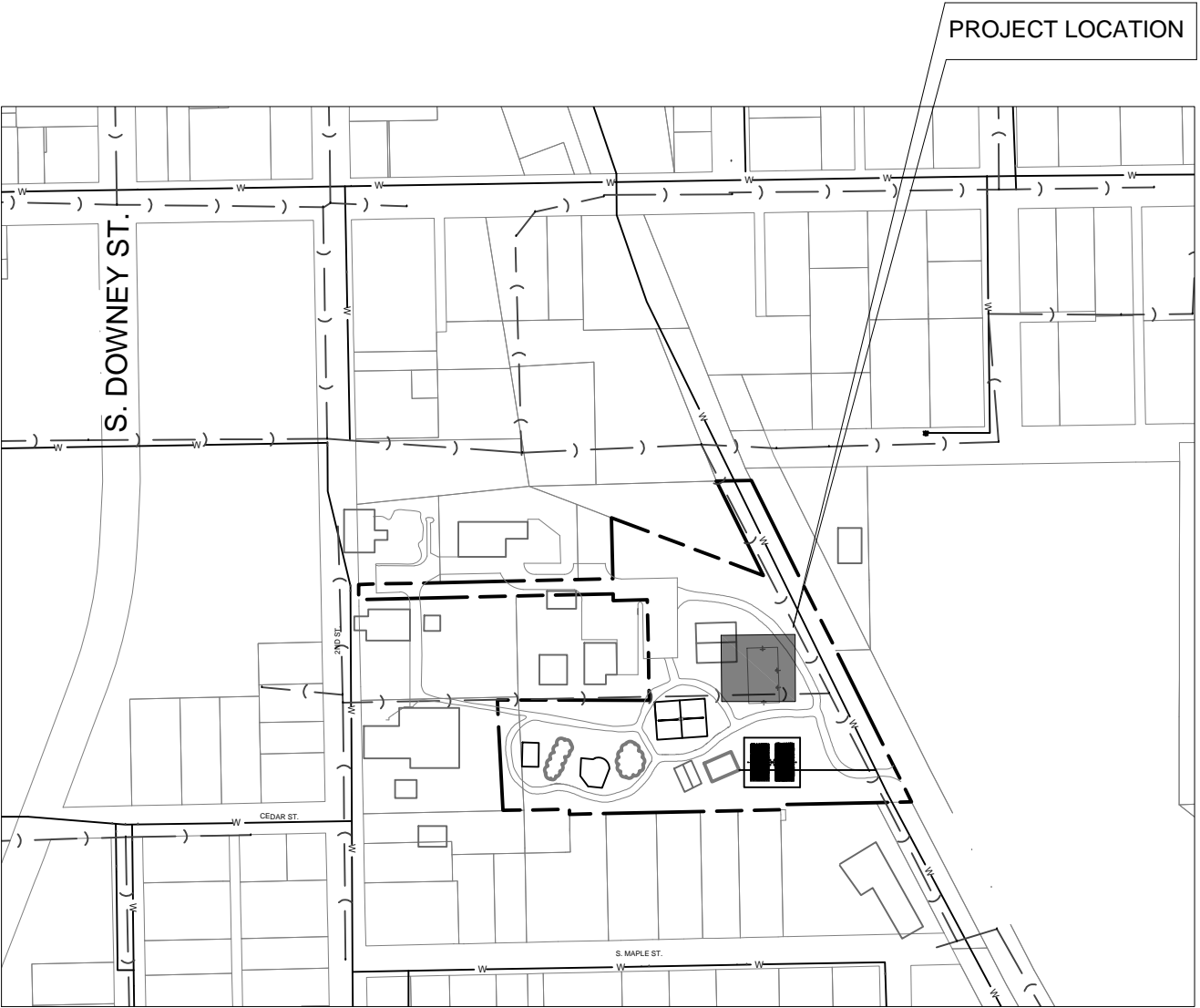
Passed and approved this 20th day of July, 2015.

Jordan Ellyson, Councilmember

Attest:


Matt Muckler, City Administrator/Clerk

CITY OF WEST BRANCH PARKS AND RECREATION BERANEK PARK VOLLEYBALL COURT UPGRADES



INDEX OF SHEETS	
SHEET	TITLE
1	COVER
2	EXISTING SITE
3	OVERALL LAYOUT
4	DETAILED LAYOUT
5	DETAILS


LEGEND:		
EXISTING WATER LINE	— w — w —	PROPOSED PROJECT AREA
EXISTING SANITARY SEWER	—) —	PROPOSED TRAIL
EXISTING STORM SEWER	— > —	PROPOSED TENNIS COURT
EXISTING PROPERTY LINE	- - - - -	PROPOSED BATHROOM
EXISTING BUILDING FOOTPRINT	— ■ —	PROPOSED SANITARY SEWER
EXISTING ELECTRIC	— E —	PROPOSED WATER LINE
EXISTING GAS PIPELINE	— G —	CONTOURS
CONSTRUCTION FENCE	— □ —	



SEGMENT:
14-0707

NOTES:

WWW.HBKENGINEERING.COM

ENGINEER:

610 EASTBURY DRIVE, SUITE 1
IOWA CITY, IOWA 52245
PHONE: (319) 338-7557
IOWA DEPARTMENT OF LABOR
REGISTRATION NO. 00527328

OWNER/DEVELOPER:
**WEST BRANCH PARKS
& RECREATION**

201 E. MAIN ST.
WEST BRANCH, IA
52358

CONTRACTOR:

**WEST BRANCH
COMMUNITY
VOLUNTEERS**

TITLE:

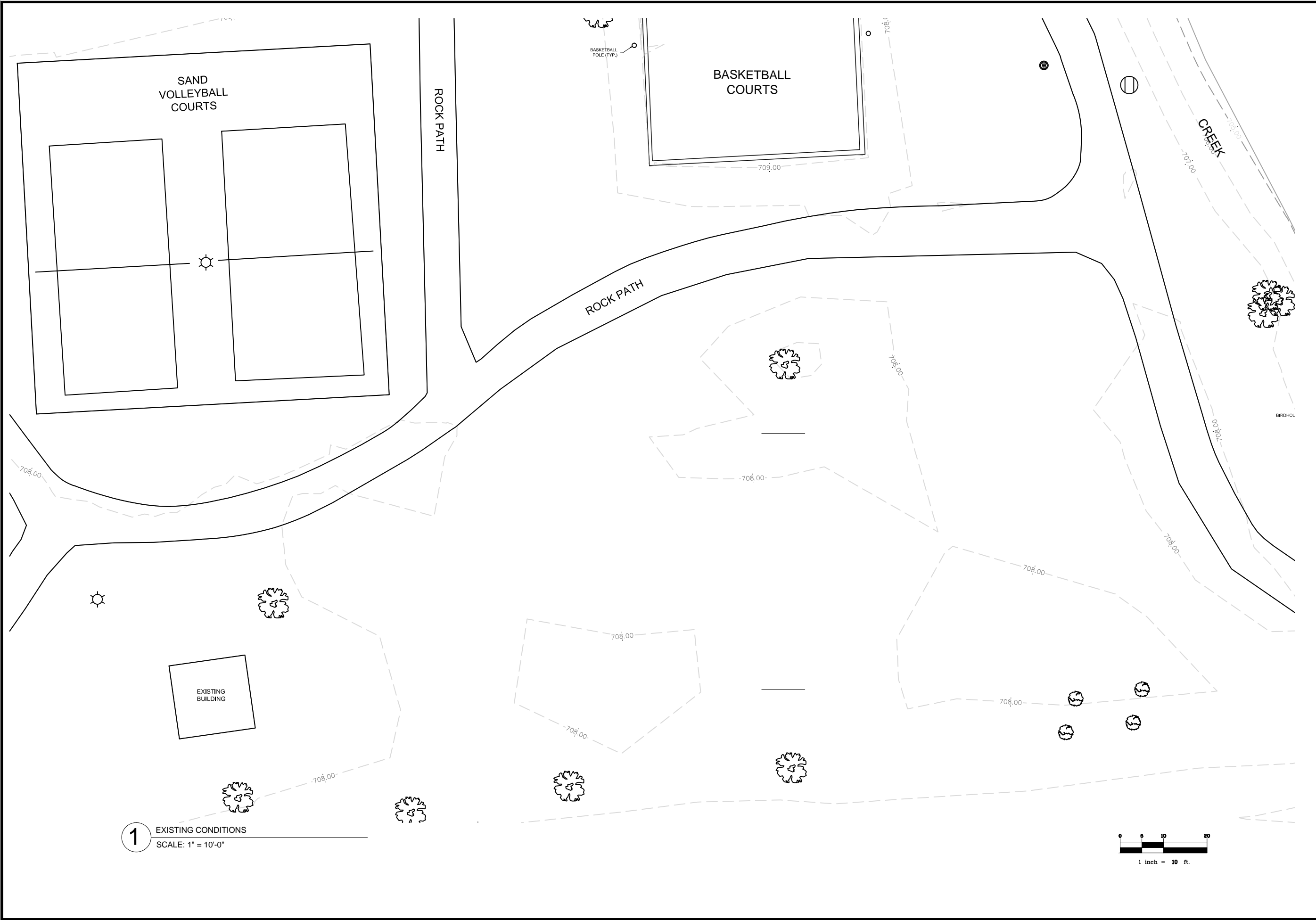
COVER

REVISIONS			
REV	DATE	DESCRIPTION	BY
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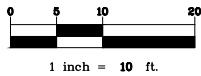
DRAWN BY:	CHECKED BY:	APPROVED BY:
SPR	RAD	BAB

PROJECT NUMBER:	14-0707
FILE NAME:	140707
DATE DRAWN:	06/12/2015
SCALE:	1"=40'

SHEET:
1 OF 5



1 EXISTING CONDITIONS
SCALE: 1" = 10'-0"



SEGMENT:
14-0707

NOTES:

ENGINEER:

hbk
ENGINEERING

509 S. GILBERT ST.
IOWA CITY, IOWA 52240
PHONE: (319) 338-7557
IOWA DEPARTMENT OF LABOR
REGISTRATION NO. 00627328
WWW.HBKENGINEERING.COM

OWNER/DEVELOPER:

**WEST BRANCH PARKS
& RECREATION**
201 E. MAIN ST.
WEST BRANCH, IA
52358

CONTRACTOR:

**WEST BRANCH
COMMUNITY
VOLUNTEERS**

TITLE:

**EXISTING SITE
LAYOUT**

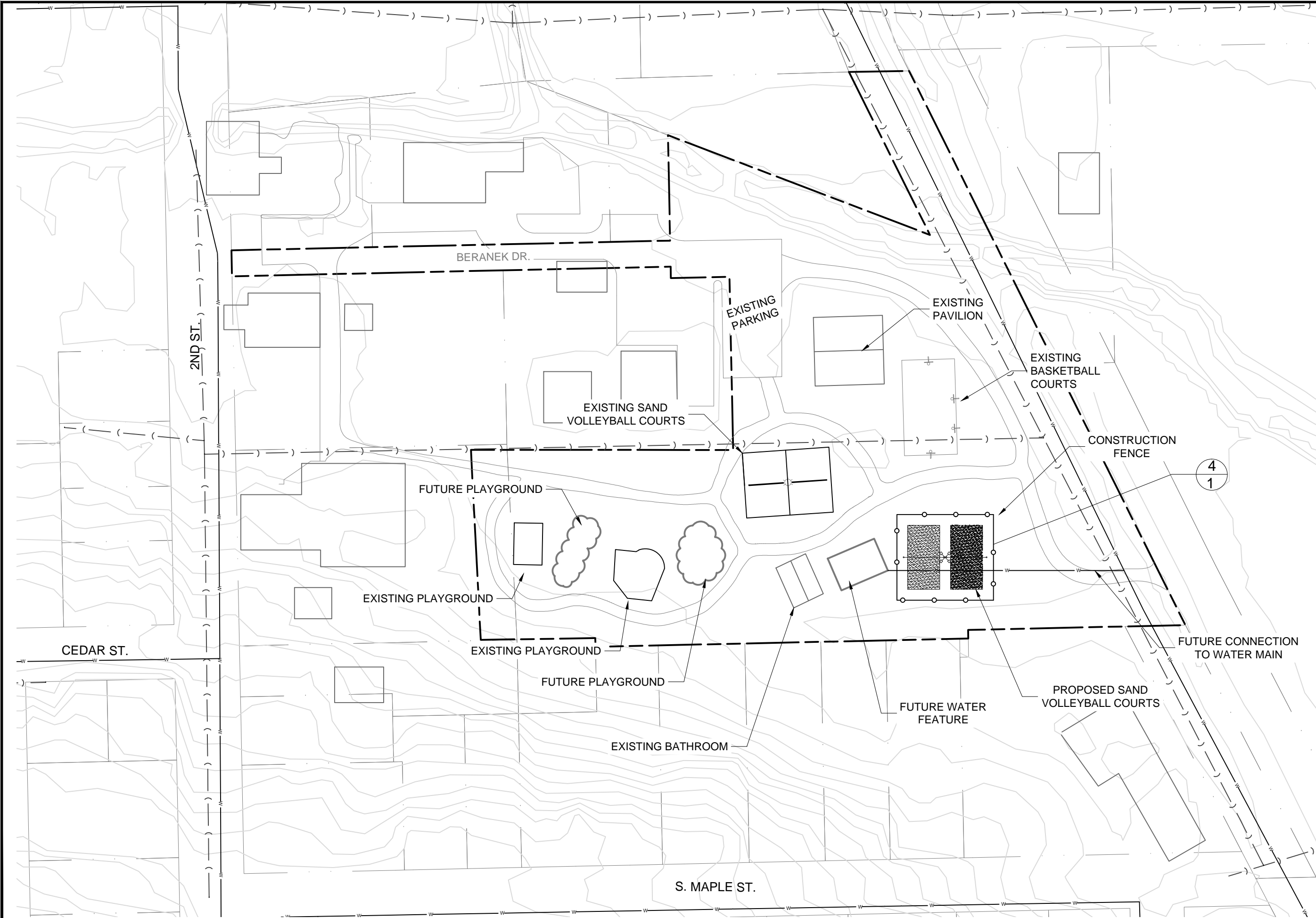
REVISIONS

REV	DATE	DESCRIPTION	BY
01	7/1	ADDING SHEETS	SPR
02	7/10	REDLINES	SPR
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DRAWN BY:	CHECKED BY:	APPROVED BY:
SPR	RAD	BAB

PROJECT NUMBER:	14-0707
FILE NAME:	140707
DATE DRAWN:	06/12/2015
SCALE:	1"=10'

SHEET:
2 OF 5



SEGMENT:
14-0707

NOTES:

WWW.HBKENGINEERING.COM

ENGINEER:

hbk
ENGINEERING

610 EASTBURY DRIVE, SUITE 1
IOWA CITY, IOWA 52245
PHONE: (319) 338-7557
IOWA DEPARTMENT OF LABOR
REGISTRATION NO. 00527328

OWNER/DEVELOPER:

**WEST BRANCH PARKS
& RECREATION**
201 E. MAIN ST.
WEST BRANCH, IA
52358

CONTRACTOR:

**WEST BRANCH
COMMUNITY
VOLUNTEERS**

TITLE:

OVERALL SITE LAYOUT

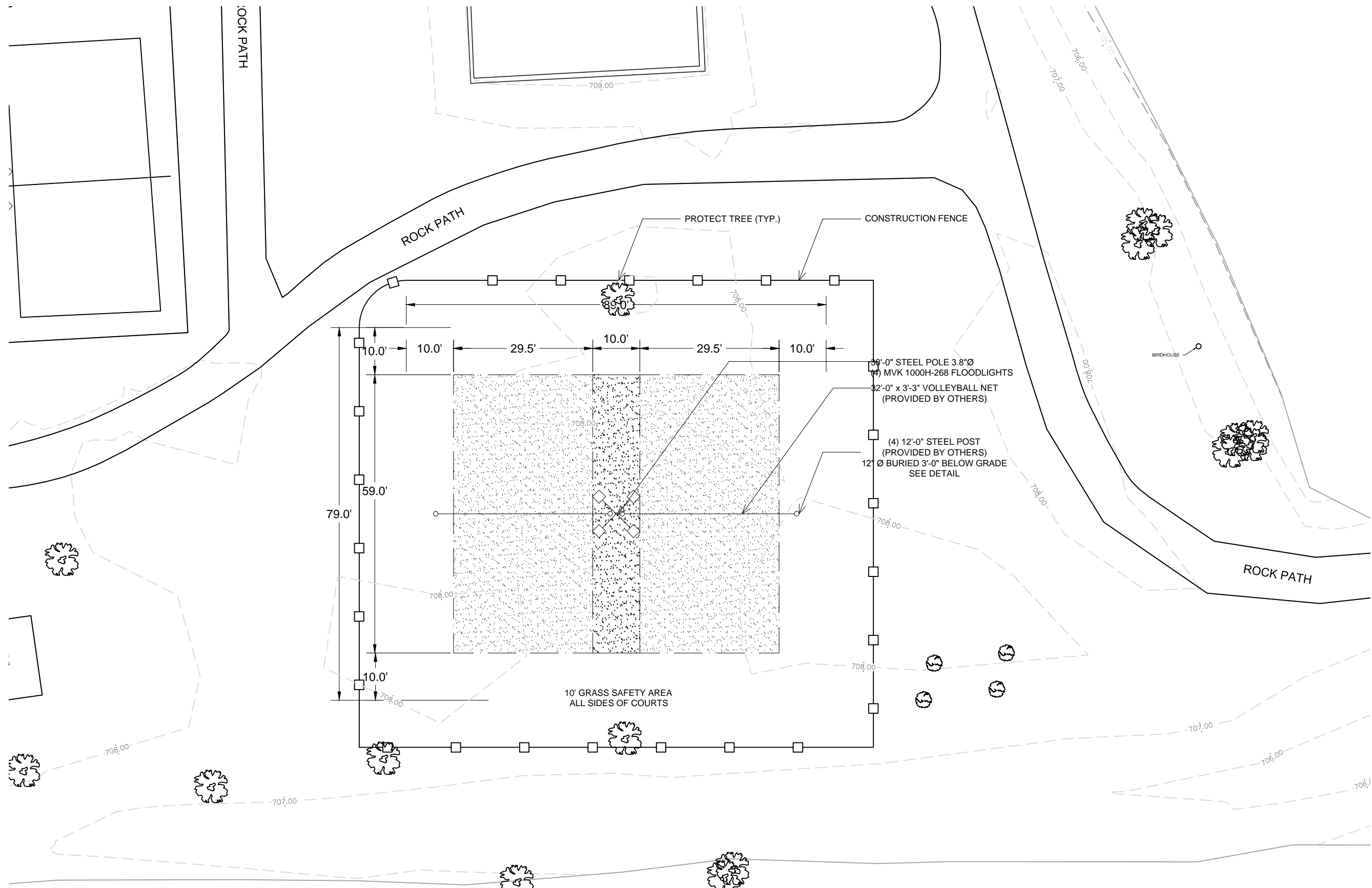
REVISIONS

REV	DATE	DESCRIPTION	BY
01	7/1	ADDING SHEETS	SPR
02	7/10	REDLINES	SPR
03			
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DRAWN BY:	CHECKED BY:	APPROVED BY:
SPR	RAD	BAB

PROJECT NUMBER: **14-0707**
FILE NAME: **140707**
DATE DRAWN: **06/12/2015**
SCALE: **1"=40'**

SHEET:
3 OF 5



*TO BE COMPLETED SPRING 2016

1 VOLLEYBALL COURT LAYOUT
SCALE: 1" = 10'-0"



SEGMENT:
14-0707

NOTES:

ENGINEER:

hbk
ENGINEERING

509 S. GILBERT ST.
IOWA CITY, IOWA 52240
PHONE: (319) 338-7557
IOWA DEPARTMENT OF LABOR
REGISTRATION NO. 00627328
WWW.HBKENGINEERING.COM

OWNER/DEVELOPER:

**WEST BRANCH PARKS
& RECREATION**

201 E. MAIN ST.
WEST BRANCH, IA
52358

CONTRACTOR:

**WEST BRANCH
COMMUNITY
VOLUNTEERS**

TITLE:

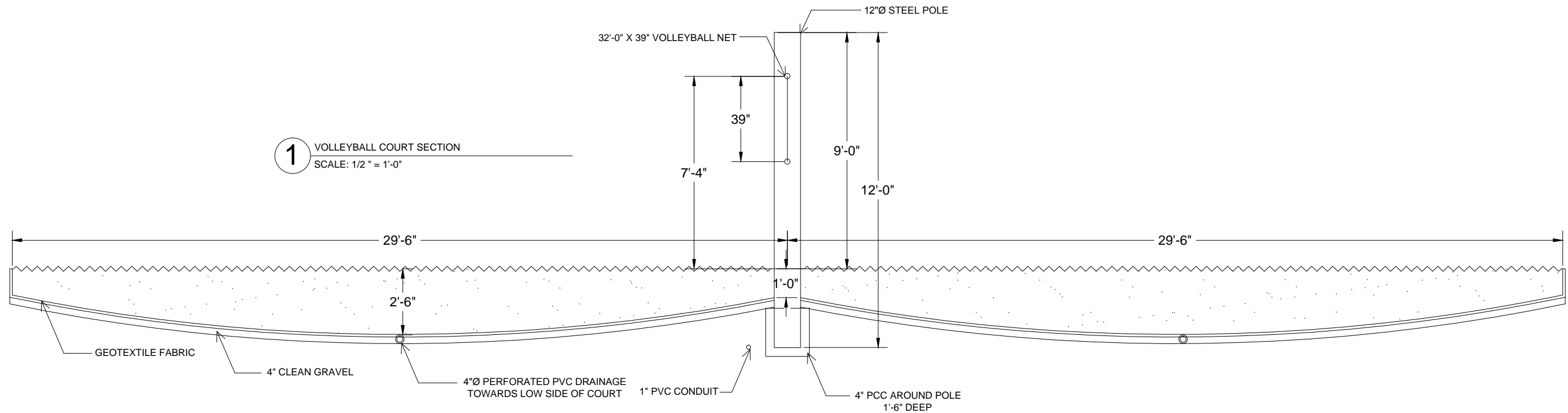
**VOLLEYBALL COURT
LAYOUT**

REVISIONS			
REV	DATE	DESCRIPTION	BY
01	7/1	ADDING SHEETS	SPR
02	7/10	REDLINES	SPR
03			
04			
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DRAWN BY:	CHECKED BY:	APPROVED BY:
SPR	RAD	BAB

PROJECT NUMBER:	14-0707
FILE NAME:	140707
DATE DRAWN:	06/12/2015
SCALE:	1"=10'

SHEET: 4 OF: 5



1 VOLLEYBALL COURT SECTION
SCALE: 1/2" = 1'-0"

CONSTRUCTION PROCESS

1. INSTALL CONSTRUCTION FENCE AROUND SITE TO KEEP THE PUBLIC SAFE FROM CONSTRUCTION EQUIPMENT AND ANY EXCAVATION.
2. STAKE OUT VOLLEYBALL COURT LAYOUT AND PERIMETER.
3. EXCAVATE SAND VOLLEYBALL COURT ARE. OVER EXCAVATION TO OCCUR ALONG CENTER COURT LINE OF WEST COURT AS SHOWN ON PLANS FOR ELECTRICAL CONDUIT.
4. INSTALL ELECTRICAL PVC CONDUIT BY PLACING ON EARTH. PVC CONDUIT TO INCLUDE PULL STRING TO LATER BE ABLE TO PULL ELECTRIC WIRE NEXT SPRING.
5. INSTALL 4" OF CLEAN ROCK AND COMPACT.
6. INSTALL GEOTEXTILE FILTER FABRIC OVER 4" OF CLEAN ROCK.
7. POUR PCC BASE AND SET POSTS.
8. INSTALL FILL SAND AND GRADE ACCORDINGLY.
9. BACKFILL ALL EXCAVATION AREA WITH TOPSOIL WHERE NOT FILLED WITH SAND.
10. SEED, MULCH, AND FERTILIZE ALL DISTURBED AREAS NOT FILLED WITH SAND.
11. INSTALL VOLLEYBALL NET AND BOUNDARY KIT.

GENERAL NOTES

1. IOWA ONE CALL SHALL BE SUBMITTED PRIOR TO ANY WORK TAKING PLACE.
2. CONSTRUCTION FENCE SHALL BE INSTALLED AND UTILIZED TO PROTECT THE GENERAL PUBLIC FROM THE WORK ZONE.
3. ALL WORKERS SHALL WEAR PROPER SAFETY EQUIPMENT WHILE WORKING WITHIN THE CONSTRUCTION FENCE.
4. ONLY AUTHORIZED PERSONNEL SHALL RUN EQUIPMENT ON SITE.
5. ALL MATERIAL SHALL BE REMOVED FROM THE SITE OR DISPOSED OF IN PROPER GARBAGE FACILITIES.
6. ALL LIGHTING FOR NEW COURTS AND EXISTING ARE TO BE COMPLETED IN SPRING OF 2016.



SEGMENT:
14-0707

NOTES:

ENGINEER:



509 S. GILBERT ST.
IOWA CITY, IOWA 52240
PHONE: (319) 338-7557
IOWA DEPARTMENT OF LABOR
REGISTRATION NO. 00627328
WWW.HBKENGINEERING.COM

OWNER/DEVELOPER:

**WEST BRANCH PARKS
& RECREATION**

201 E. MAIN ST.
WEST BRANCH, IA
52358

CONTRACTOR:

**WEST BRANCH
COMMUNITY
VOLUNTEERS**

TITLE:

DETAILS

REVISIONS

REV	DATE	DESCRIPTION	BY
01	7/1	ADDING SHEETS	SPR
02	7/10	REDLINES	SPR
03			
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DRAWN BY:	CHECKED BY:	APPROVED BY:
SPR	RAD	BAB

PROJECT NUMBER:	14-0707
FILE NAME:	140707
DATE DRAWN:	06/12/2015
SCALE:	1"=10'

SHEET:
5 OF 5

MINUTES TO RECEIVE BIDS AND
SELL BONDS

439235-8

West Branch, Iowa

July 20, 2015

The City Council of the West Branch, Iowa, met on July 20, 2015, at _____ o'clock
p.m., at the _____, West Branch, Iowa.

The meeting was called to order, and the roll was called showing the following Council
Members present and absent:

Present: _____

Absent: _____.

This being the time and place fixed by the Council for the consideration of bids for the
purchase of the City's General Obligation Corporate Purpose Bonds, Series 2015, the City Clerk
announced that bids had been received and canvassed on behalf of the City at the time and place
fixed therefore.

Whereupon, such bids were placed on file, and the substance of such bids was noted in
the minutes, as follows:

Name and Address of Bidder

Final Bid
(interest cost)

(ATTACH BID TABULATION)

After due consideration and discussion, Council Member _____
introduced the resolution next hereinafter set out and moved its adoption, seconded by Council
Member _____. The Presiding Officer put the question upon the adoption of
said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 1370

Resolution awarding \$855,000 General Obligation Corporate Purpose Bonds, Series 2015

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.; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of _____, _____, _____ (the “Purchaser”), is the best, such bid proposing the lowest interest cost to the City;

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

Section 1. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as will be placed on file with the City Council, providing for a loan to the City in the principal amount of \$855,000 for the purpose or purposes set forth in the preamble hereof.

Section 2. The form of agreement of sale (the “Sale Agreement”) of the Bonds to the Purchaser is hereby approved, and the Mayor Pro Tem and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 3. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest.

Section 4. Further action with respect to the approval of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the City Council meeting to be held on August 3, 2015.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved July 20, 2015.

Mayor Pro Tem

Attest:

City Clerk

• • • •

Upon motion and vote, the meeting was adjourned.

Presiding Officer

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 as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the sale of General Obligation Corporate Purpose Bonds, Series 2015, of the City evidencing the City's obligation under a certain Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this ____ day of _____, 2015.

City Clerk

(Attach here a copy of the bid of the successful bidder.)

July 15, 2015

Matt Muckler
City Administrator/City Hall
West Branch, Iowa
Via Email

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 be used at the July 20th Council meeting to report the bids received and to adopt the resolution approving the sale of General Obligation Corporate Purpose Bonds, Series 2015 to the best bidder.

The attached resolution must be completed with the name of the purchaser, and Speer Financial will tabulate the bid results and provide that name to you.

The proceedings attached include the following items:

1. Resolution awarding the sale of the Bonds and providing for the adjournment of action on the Loan Agreement to August 3, 2015 for adoption of the issuance resolution.
2. Certificate attesting the transcript.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact me.

Best regards,

John P. Danos

Attachments

cc: Maggie Burger



Association of State Floodplain Managers, Inc.

575 D'Onofrio Drive, Suite 200 Madison WI 53719

Phone: 608-828-3000 | Fax: 608-828-6319 | Email: asfpm@floods.org | Web: www.floods.org

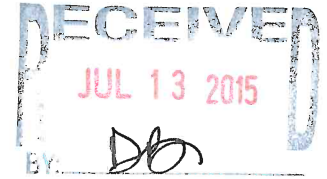
Executive Director
Chad M. Berginnis, CFM

Deputy Director
Ingrid Danler, CFM

Director Emeritus
Larry A. Larson, P.E., CFM

June 25, 2015

Mr. Matt Muckler
City of West Branch, IA
P.O. Box 218
West Branch, IA 52358



Dear Mr. Muckler:

We are pleased to inform you that one of your staff, Paul Stagg, has successfully completed the process and examination to become an ASFPM Certified Floodplain Manager (CFM®). The ASFPM grants this certification only to those professionals who meet the requirements and complete a comprehensive examination on the programs and standards to reduce flood losses in the nation. More information about the ASFPM CFM® Program is easily accessible on our website at www.floods.org under Certification.

The goals of the ASFPM CFM® Program are to:

- Formalize a procedure to recognize and provide an incentive for individuals to improve their knowledge of floodplain management concepts;
- Enhance individual professional development goals;
- Promote an understanding of relevant subject matter that is consistent nationwide;
- Convey new concepts and practices; and
- Build partnerships among organizations and agencies that share the goal of advancing sound floodplain management.

We will continue to work with Paul to maintain this important certification. We urge you to recognize and support this important professional step by your staff member.

Please feel free to contact me with any questions you may have.

Sincerely,

Chad Berginnis, CFM
Executive Director
Assn. Of State Floodplain Managers

cc: Paul L. Stagg, CFM

Dedicated to reducing flood risk and losses in the nation.

Chair
William Nechamen, CFM
Chief, Floodplain Management
NY State Dept. Env. Consv.
518-402-8146
wsnecham@gw.dec.state.ny.us

Vice Chair
Ceil C. Strauss, CFM
State Floodplain Manager
MN Dept. Natural Resources
651-259-5713
ceil.strauss@state.mn.us

Secretary
Leslie Durham, P.E
Chief, Floodplain Management
AL Water Resources
334-242-5506
leslie.durham@adeca.alabama.gov

Treasurer
Karen McHugh, CFM
Floodplain Management Officer
MO Emergency Mgmt. Agency
573-526-9129
karen.mchugh@state.dps.mo.gov



STATE OF IOWA

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

DEPARTMENT OF NATURAL RESOURCES
CHUCK GIPP, DIRECTOR

June 30, 2015

City of West Branch
PO Box 218
West Branch, IA 52358-0218

ATTENTION: Honorable Mayor and Council

RE: FODB Complaint #21697

Dear City Officials:

In May 2015, this office received a complaint concerning dead grass on the east side of Baker Ave., south of Tidewater Drive in West Branch. The complainant stated he recently noticed the dead grass but was unsure of when it was impacted or what event caused it. The city was identified as the owner of the property where the incident occurred.

During our June 3, 2015 investigation, a 25 foot wide trail of dead vegetation starting at the roadway shoulder on the south side of the entrance into the Days Inn Motel was observed. The dead vegetation extended roughly 150 feet southward before entering a culvert under Baker Ave. and into a farm field drainage way to the southwest. Stressed vegetation was noted for roughly 100 yards into the field drainage way. Based on site conditions and information collected at the time of investigation, we concluded the most reasonable cause of the dead vegetation was herbicide or road salt.

Soil and water samples were collected from the impacted area and submitted to the State Hygienic Lab (SHL) for constituent analysis. Lab data (attached) showed the herbicide parameters were non-detectible or below levels of concern but road salt components were elevated. I spoke with West Branch Public Works Director, Matt Goodale regarding the complaint. Mr. Goodale stated the roadways at or near where the dead vegetation was noted is maintained by both the city streets department and the Cedar County Highway Department. The Iowa DOT also conducts de-icing activities on the bridge over I-80. Mr. Goodale was unaware of any events involving city trucks that would have resulted in the discharged salt/brine into the road ditch. County Secondary Roads personnel also stated they were unaware of any such issues involving their trucks. Personnel with IDOT's Tipton garage acknowledged having a driver get stuck near the McDonalds entrance this past spring that required their driver to dump a portion of his salt load but they claim the dumped salt was recovered. No additional information regarding the DOT incident is available.

In summary, city, county, and state highway departments all provide road salt services in the area (not to mention the alleged salt pile previously stored at the property across the street to the west). Although the IDOT did have an incident in the general area of the dead vegetation, there are a number of unknowns that prevent us from identifying them as the source with an acceptable degree of certainty.

As owners of the property, the department is asking the city remediate the area by excavating impacted soils. Mr. Goodale reported there are plans to conduct excavation and regrading activities in this area to accommodate a new Casey's General Store and the area of impacted soils would be excavated at that time. The department will work with the city for removal of the impacted soils provided you can provide a time line for the planned work. Please advise this office of any such timelines. If a time line has not been established, we will ask that the impacted soils be removed no later than August 1, 2015. Be advised the impacted soils must be taken to the landfill for final disposal and should not be reused unless a plan for re-use is approved by the department. You will need to contact the landfill to verify they are willing to accept the salt-tainted soils.

If you have any questions or would like further explanation of any part of this letter, please contact this office.

Sincerely,

FIELD SERVICES & COMPLIANCE BUREAU



Terry Jones
Environmental Specialist Senior

Fo6\tjones\complaints\misc\salt complaint west branch 5-2015.docx

Encl. ✓ SHL analytical results/pictures

✓ Paul Wiesmann, PO Box 565, West Branch, Iowa 52358

File: ✓ Cedar County Complaint File











State Hygienic Laboratory

The University of Iowa

Accession Number | 250408

Analyte	Result	Quant Limit
EPTC	<0.053	0.053
Butylate	<0.053	0.053
Propachlor	<0.053	0.053
Desisopropyl atrazine	<0.053	0.053
Trifluralin	<0.053	0.053
Desethyl atrazine	<0.053	0.053
Prometon	<0.053	0.053
Simazine	<0.053	0.053
Atrazine	<0.053	0.053
Propazine	<0.053	0.053
Dimethenamid	<0.053	0.053
Metribuzin	<0.053	0.053
Acetochlor	<0.053	0.053
Alachlor	<0.053	0.053
Ametryn	<0.053	0.053
Metolachlor	<0.053	0.053
Cyanazine	<0.053	0.053
Butachlor	<0.053	0.053

Note: This data was generated using an agency-approved method (EPA, USGS, FDA, etc.) extended to determine analytes not specifically included in the method. Acceptable QC demonstrated.

Prep by Sonication, EPA 3550 NP

Units	Analyzed In	Coralville
Date Analyzed	Date Verified	2015-06-10 08:48
Analyst	Verifier	KB

Description of Units used within this report

mg/kg = Milligrams per Kilogram

mg/kg [dry wt] = Milligrams per Kilogram by Dry Weight

The result(s) of this report relate only to the items analyzed. This report shall not be reproduced except in full without the written approval of the laboratory.

Iowa Environmental Laboratory IDs are: Ankeny #397, Iowa City/Coralville #027, Lakeside #393.

If you have any questions, please call Client Services at 800/421-IOWA (4692) or 319/335-4500. Thank you.



State Hygienic Laboratory

The University of Iowa

TERRY JONES
IDNR-FO 6
1023 W MADISON ST
WASHINGTON, IA 52353-1623

Accession Number	250407
Date Sample Finalized	2015-06-22 10:20
Date Received	2015-06-03 15:23
Sample Source	Surface Water
Project	04WQFS
Date Collected	2015-06-03 14:18
Collection Site	east road ditch @ culvert
Collection Address	WEST BRANCH,
Sample Description	surface water
Client Reference	
Collector	jones terry
Phone	319/653-2135

Note: Upon arrival, sample met container and preservation requirements for the analysis requested. Please review carefully your sample results for additional analyte comments or method exceptions.

Results of Analyses

Metals, EPA 200.7

Units	mg/L	Analyzed In	Ankeny
Date Analyzed	2015-06-16 10:45	Date Verified	2015-06-17 15:47
Analyst	MRC	Verifier	BRW
Analysis Prep	Total Recoverable Metals Digestion, EPA 200.2		

Analyte	Result	Quant Limit
Calcium	130	1
Magnesium	18	0.5
Sodium	230	0.5

GCMS Pesticides, EPA 8270

Units	ug/L	Analyzed In	Coralville
Date Analyzed	2015-06-17 20:27	Date Verified	2015-06-22 10:20
Analyst	NJB	Verifier	TGC
Analysis Prep	Prep by Separatory Funnel, EPA 3510 NP		

Analyte	Result	Quant Limit
EPTC	<0.1	0.1
Butylate	<0.1	0.1
Propachlor	<0.1	0.1
Desisopropyl atrazine	<0.1	0.1
Trifluralin	<0.1	0.1
Desethyl atrazine	0.2	0.1
Prometon	<0.1	0.1
Simazine	<0.1	0.1
Atrazine	0.7	0.1
Propazine	<0.1	0.1
Dimethenamid	<0.1	0.1
Metribuzin	<0.1	0.1



State Hygienic Laboratory

The University of Iowa

Accession Number | 250407

Analyte	Result	Quant Limit
Acetochlor	0.1	0.1
Alachlor	<0.1	0.1
Ametryn	<0.1	0.1
Metolachlor	0.2	0.1
Cyanazine	<0.1	0.1
Butachlor	<0.1	0.1

Note: This data was generated using an agency-approved method (EPA, USGS, FDA, etc.) extended to determine analytes not specifically included in the method. Acceptable QC demonstrated.

Prep by Separatory Funnel, EPA 3510 NP

Units | ug/L
Date Analyzed | 2015-06-08 09:30
Analyst | GHJ

Analyzed In | Coralville
Date Verified | 2015-06-10 08:47
Verifier | KB

Description of Units used within this report

mg/L = Milligrams per Liter
ug/L = Micrograms per Liter

The result(s) of this report relate only to the items analyzed. This report shall not be reproduced except in full without the written approval of the laboratory.

Iowa Environmental Laboratory IDs are: Ankeny #397, Iowa City/Coralville #027, Lakeside #393.

If you have any questions, please call Client Services at 800/421-IOWA (4692) or 319/335-4500. Thank you.



State Hygienic Laboratory

The University of Iowa

TERRY JONES
IDNR-FO 6
1023 W MADISON ST
WASHINGTON, IA 52353-1623

Accession Number	250408
Date Sample Finalized	2015-06-26 11:15
Date Received	2015-06-03 15:23
Sample Source	Soil
Project	04WQFS
Date Collected	2015-06-03 14:20
Collection Site	east road ditch @ culvert
Collection Address	WEST BRANCH,
Sample Description	soil
Client Reference	
Collector	jones terry
Phone	319/653-2135

Note: Upon arrival, sample met container and preservation requirements for the analysis requested. Please review carefully your sample results for additional analyte comments or method exceptions.

Free Chlorine	Not provided
Total Chlorine	Not provided

Results of Analyses

Chloride, EPA 300.0

Units	mg/kg [dry wt]	Analyzed In	Ankeny
Date Analyzed	2015-06-17 02:27	Date Verified	2015-06-18 14:10
Analyst	BER	Verifier	DLS

Analyte	Result	Quant Limit
Chloride	84	5

Metals, EPA 6010C

Units	mg/kg [dry wt]	Analyzed In	Ankeny
Date Analyzed	2015-06-17 11:00	Date Verified	2015-06-18 09:36
Analyst	MRC	Verifier	DLS
Analysis Prep	Metals Digestion of Solid Samples, EPA 3050B		

Analyte	Result	Quant Limit
Calcium	170000	100
Magnesium	8800	50
Sodium	280	50

GCMS Pesticides, EPA 8270

Units	mg/kg	Analyzed In	Coralville
Date Analyzed	2015-06-24 23:06	Date Verified	2015-06-26 11:15
Analyst	NJB	Verifier	TGC
Analysis Prep	Prep by Sonication, EPA 3550 NP		