

CITY COUNCIL MEETING AGENDA

Monday, May 2, 2016 • 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 April 18, 2016 City Council Meeting.
 - b. Approve claims.
 - c. Approve outdoor service privileges for a Class C Liquor License (LC) (Commercial) from May 5, 2016 through May 7, 2016 for Mexico Lindo, Inc. DBA Mexico Lindo Grill & Cantina.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Mayor Roger Laughlin – Recognition of Hoover Elementary Principal Jess Burger, School Administrators of Iowa 2016 Elementary Principal of the Year.
 - b. Mayor Roger Laughlin – Recognizing the week of May 1 through May 7, 2016 as Municipal Clerks Week and further extending appreciation to Deputy City Clerk Leslie Brick for her exemplary dedication to the City of West Branch.
 - c. Superintendent Pete Swisher, Herbert Hoover National Historic Site - National Park Service presentation to the Mayor and the City of West Branch regarding ongoing collaborative activities.
 - d. Third Reading of Ordinance 736, re-zoning an approximate 6.02 acre parcel of real property located north of West Main Street from Residence R-1 Single Family District to Residence R-2 Two Family District./Move to action.
 - e. Third Reading of Ordinance 737, re-zoning an approximate 0.44 acre parcel of real property located at 203 North Downey Street from Residence R-3 Multiple Family District to Central Business CB-1 District./Move to action.
 - f. Resolution 1446, approving the West Branch United Methodist Church Accessibility Improvement Site Plan./Move to action.
 - g. Second Reading of Ordinance 738, re-zoning an approximate 2.34 acre parcel of real property located north of West Main Street from Residence R-1 Single Family District to Residence R-2 Two Family District./Move to action.
 - h. Public Hearing on proposed plans and specifications, proposed form of contract and estimate of cost for construction of the City of West Branch Parks and Recreation Phase I Improvements and the taking of bids therefor.
 - i. Resolution 1451, approving the plans and specifications, proposed form of contract and estimate of cost for the construction of the City of West Branch Parks and Recreation Phase I Improvements for Beranek Park, Wapsi Park and Lions Field and the taking of bids therefor./Move to action.

CITY COUNCIL MEETING AGENDA
Monday, May 2, 2016 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- j. Resolution 1452, approving a professional services agreement with HBK Engineering LLC in connection with the Lions Field Creek Restoration Project./Move to action.
 - k. Jonny Stax, Jonny Stax Presents, Inc. – Promoting West Branch
 - l. Resolution 1453, approving seven agreements for the Music on the Green Concert Series./Move to action.
 - m. Public Hearing on the proposed Amended and Restated West Branch Urban Renewal Plan.
 - n. Resolution 1454, approving and adopting an Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area./Move to action.
 - o. Resolution 1455, approving a land exchange agreement with Croell Redi-Mix, Inc./Move to action.
 - p. Resolution 1456, approving an offer to purchase real property with Rummells Farms, Inc. in the amount of \$225,000./Move to action.
 - q. Public Hearing on rezoning two parcels of real property located north of West Main Street from Residence R-1 Single Family District to Residence/Business RB-1 District.
 - r. First Reading of Ordinance 739, rezoning two parcels of real property located north of West Main Street from Residence R-1 Single Family District to Residence/Business RB-1 District./Move to action.
 - s. Public Hearing on proposed plans and specifications, proposed form of contract and estimate of cost for construction of Main Street Intersection and Sidewalk Improvements for the City of West Branch, Iowa, and the taking of bids therefor.
 - t. Resolution 1457, approving the plans and specifications, proposed form of contract and estimate of cost for the construction of Main Street Intersection and Sidewalk Improvements for the City of West Branch, Iowa, and the taking of bids therefor./Move to action.
 - u. Resolution 1458, approving 28E agreements between the City of West Branch, IA and the Boards of Trustees of Cass, Gower, Graham, Iowa, Scott and Springdale Townships for the purposes of fire protection and aid and assistance for other emergencies or disasters relating to life and property, or hazardous materials./Move to action.
 - v. Resolution 1459, approving three agreements for the 2016 Hoover's Hometown Days Celebration./Move to action.
8. City Staff Reports
- a. Public Works Director Matt Goodale – 2016 Seal Coat & Earth Day Updates
 - b. Parks & Recreation Director Melissa Russell – Summer Parks & Recreation Programs
 - c. Deputy City Clerk Leslie Brick – Iowa Municipal Finance Officers Association Spring Conference
9. Comments from Mayor and Council Members
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

**April 18, 2016
7:00 p.m.**

Mayor Roger Laughlin called the West Branch City Council meeting to order at 7:00 p.m. Mayor Laughlin then invited the Council, Staff and members of the audience to stand and led the group in the Pledge of Allegiance. Roll call: Mayor Roger Laughlin was present. Council members: Jordan Ellyson, Colton Miller, Brian Pierce, Tim Shields, and Mary Beth Stevenson were present. Laughlin welcomed the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Leslie Brick, Finance Officer Gordon Edgar, City Attorney Kevin Olson, Police Chief Mike Horihan, Park & Recreation Director Melissa Russell, Public Works Director Matt Goodale and Fire Chief Kevin Stoolman.

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION.

Approve minutes from the April 4, 2016 City Council Meeting.

Approve claims.

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

EXPENDITURES		04/18/16
ACTION SEWER & SEPTIC SERV	INSPECTION OF SEWER LINE	841.25
ALLIANT ENERGY	ELEC SERVICE 151 FAWCETT DR	9,436.81
BARRON MOTOR SUPPLY	VEHICLE MAINT SUPPLIES	413.35
BP AMOCO	EMERGENCY VEHICLE FUEL	91.34
CEDAR CO SHERIFF'S OFFICE	SERVICE OF PROCESS	76.56
COSTCO WHOLESALE	LIBRARY, PARK & REC SUPPLIES	83.37
DEWEYS JACK & JILL	MISC SUPPLIES	52.04
DORSEY & WHITNEY LLP	LEGAL SERVICE THROUGH 01-31-16	16,096.34
GOODALE, MATTHEW	MILEAGE FOR TRAINING	220.72
INTERNATIONAL INST OF MUNI	MEMBERSHIP DUES LB	120.00
IOWA ASSN. MUN. UTILITIES	SAFETY MANUAL	86.80
IOWA ONE CALL	UTILITY LOCATION SERVICE	44.10
IOWA STATE UNIVERSITY, TRE	FIRE SERVICE TRAINING	100.00
JOHNSON COUNTY REFUSE INC.	RECYCLING MAR2016	3,714.50
KINGDOM GRAPHICS LLC	UPDATE FLUSHING BANNER	10.00
LINN COUNTY R.E.C.	STREETS - UTILITIES	138.00
LYNCH'S EXCAVATING INC	REMOVE VALVE 4TH & ORANGE	2,137.40
MIDWEST JANITORIAL SERVICE	JANITORIAL SERVICE	781.26
MRS APPRAISALS LLC	APPRAISAL	2,500.00
OVERDRIVE INC	BOOKS	176.98
PARKSIDE SERVICE	TIRE REPAIR	107.95
PEDEN, SHANELLE M	VIDEOTAPE SERVICES	150.00
PITNEY BOWES INC	POSTAGE METER RENTAL	208.50
PLEASANT VALLEY NURSERY	ARBORVITAE TREES	3,200.00
PORT 'O' JONNY INC.	PORTABLE TOILET SERVICE	94.60
PRAXAIR DISTRIBUTION INC	MEDICAL SUPPLIES	244.23
QUILL CORP	OFFICE SUPPLIES	115.49
RACOM CORPORATION	EQUIPMENT INSTALLATION	600.00
RADIO STATION KCJJ-AM	ADVERTISING	100.00
REPUBLIC SERVICES OF IOWA	DOCUMENT DESTRUCTION SERVICE	43.00
RICKERTSEN, LISA	CONSUTLING SERVICES	175.00
RIVER PRODUCTS COMPANY INC	ROCK FOR STREET REPAIR	490.83
SCHLITZ, MICHAEL	REIMBURSEMENT SEWER BACKUP	1,108.77
STATE HYGIENIC LAB	WATER TESTING	75.00
TIPTON CONSERVATIVE	LIBRARY-SUBSCRIPTION	37.00
US BANK CORPORATE CARD	VARIOUS EXPENSES	2,685.88
US BANK EQUIPMENT FINANCE	ADMIN COPIER LEASE	241.80
USA BLUE BOOK	CHEMICALS & SUPPLIES	492.90
VEENSTRA & KIMM INC.	COLL ST BRIDGE PRLIM - ENG	4,696.24
WALMART COMMUNITY/GEMB	BOOKS, DVDS, SUPPLIES	425.14
WEST BRANCH REPAIRS	BATTERIES FOR SPEED SIGNS	1,261.03

WEST BRANCH TIMES	PUBLIC NOTICES	1,495.81
WEX BANK	VEHICLE FUEL	1,058.35
TOTAL		56,228.34
PAYROLL	4/8/2016	36,320.87
PAID BETWEEN MEETINGS		
COMMUNITY STATE BANK	LETTER OF CREDIT FEE	7,500.00
CROELL REDI-MIX INC	SEWER SYSTEM REPAIR	4,102.63
CULLIGAN WATER TECHNOLOG	WATER SOFTENER SERVICE	38.65
DREAMHOST WEBHOSTING	WEB SITE HOSTING	405.55
FARMERS SUPPLY SALES INC	EQUIPMENT REPAIR PARTS	30.89
PLUNKETT'S PEST CONTROL	TOWN HALL - PEST CONTROL	25.96
UPS SHIPPING 54.79		
TOTAL		12,158.47
GRAND TOTAL EXPENDITURES		104,707.68
FUND TOTALS		
001 GENERAL FUND		62,155.12
112 TRUST & AGENCY		3,838.47
022 CIVIC CENTER		387.31
031 LIBRARY		6,048.18
110 ROAD USE TAX		6,769.35
310 COLLEGE STREET BRIDGE		2,211.70
600 WATER FUND		13,360.82
610 SEWER FUND		12,932.73
GRAND TOTAL		104,707.68

COMMUNICATIONS/OPEN FORUM – No Comments

PUBLIC HEARING/NON-CONSENT AGENDA

Mayor Roger Laughlin – Recognition of Cornerstone Real Estate Consultants.

Mayor Laughlin presented Teresa Horton, owner of Cornerstone Real Estate Consultants and Ken and Helen Fawcett, Realtors, a plaque honoring Cornerstone Real Estate Consultants as the West Branch Business of the Month for April.

Second Reading of Ordinance 736, re-zoning an approximate 6.02 acre parcel of real property located north of West Main Street from Residence R-1 Single Family District to Residence R-2 Two Family District./Move to action.

Motion by Miller, second by Stevenson, to approve Resolution 736. AYES: Miller, Stevenson, Pierce, Ellyson, Shields. Motion carried.

Public Hearing on the proposed amendments to the West Branch Zoning Code on rezoning an approximate 0.44 acre parcel of real property located at 203 North Downey Street from Residence R-3 Multiple Family District to Central Business CB-1 District.

Public Hearing opened at 7:05 p.m. Reverend Alexis Johnson addressed the Council and asked that all three readings be approved tonight so that construction could begin immediately and be completed by year end. Public Hearing ended at 7:08 p.m.

First Reading of Ordinance 737, re-zoning an approximate 0.44 acre parcel of real property located at 203 North Downey Street from Residence R-3 Multiple Family District to Central Business CB-1 District./Move to action.

Motion by Pierce, second by Ellyson, to approve Resolution 737. AYES: Pierce, Ellyson, Miller, Stevenson, Shields. Motion carried.

Moved by Councilperson Pierce that the rule requiring that ordinances must be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be finally passed be suspended; that the first

and second consideration and vote be waived; that the ordinance be placed upon its final passage and that the ordinance do now pass./Move to action.

Motion by Pierce, second by Stevenson, to waive first and second readings and place ordinance upon its final passage. AYES: Pierce, Stevenson, Ellyson. Nays: Miller, Shields. Motion failed due to lack of 80% majority.

Motion by Miller, second by Ellyson, to waive first reading and place ordinance on second reading tonight. AYES: Miller, Ellyson, Pierce, Stevenson, Shields. Motion carried.

Second Reading of Ordinance 737, re-zoning an approximate 0.44 acre parcel of real property located at 203 North Downey Street from Residence R-3 Multiple Family District to Central Business CB-1 District./Move to action.

Motion by Ellyson, second by Stevenson, to approve Resolution 737. AYES: Ellyson, Stevenson, Miller, Pierce, Shields. Motion carried.

Third Reading of Ordinance 737, re-zoning an approximate 0.44 acre parcel of real property located at 203 North Downey Street from Residence R-3 Multiple Family District to Central Business CB-1 District./Move to action.

Motion by Ellyson, second by Stevenson, to postpone third reading of Ordinance 737 to May 2nd. AYES: Ellyson, Stevenson, Miller, Pierce, Shields. Motion carried.

Resolution 1446, approving the West Branch United Methodist Church Accessibility Improvement Site Plan./Move to action.

Motion by Ellyson, second by Stevenson, to postpone approval to May 2nd. AYES: Ellyson, Stevenson, Miller, Pierce, Shields. Motion carried.

Public Hearing on the proposed amendments to the West Branch Zoning Code on rezoning an approximate 2.34 acre parcel of real property located north of West Main Street from Residence R-1 Single Family District to Residence R-2 Two Family District.

Mayor Laughlin opened the Public Hearing opened at 7:22 p.m. Three residents of the area, Erica Fitzgerald, Trey Sucher, and Matt Schneider spoke in opposition to changing the zoning designation and Brad Larson, Ken Fawcett, and Teresa Horton spoke in favor of the zoning change. The Public Hearing ended at 7:42 p.m.

First Reading of Ordinance 738, re-zoning an approximate 2.34 acre parcel of real property located north of West Main Street from Residence R-1 Single Family District to Residence R-2 Two Family District./Move to action.

Motion by Stevenson, second by Ellyson, to approve First Reading of Ordinance 738. AYES: Stevenson, Ellyson, Miller, Pierce, Shields. Motion carried.

Resolution 1447, ordering notice of public hearing on proposed plans and specifications, proposed form of contract and estimate of cost for construction of the City of West Branch Parks and Recreation Phase I Improvements and the taking of bids therefor./Move to action.

Motion by Ellyson, second by Stevenson, to approve resolution 1447, setting public hearing for May 2nd and bid opening at 2:00 p.m. on May 16. AYES: Ellyson, Stevenson, Miller, Pierce, Shields. Motion carried.

Resolution 1433, approving a consultant services agreement with Jose Gongora for safety and health consulting services./Move to action.

Motion by Stevenson, second by Shields, to approve resolution 1433. AYES: Stevenson, Shields, Miller, Pierce, Ellyson. Motion carried.

Resolution 1448, setting the date for public hearings on proposals to enter into General Obligation Loan Agreements and to borrow money thereunder./Move to action.

Motion by Shields, second by Ellyson, to approve resolution 1448. AYES: Shields, Ellyson, Stevenson, Miller, Pierce. Motion carried.

Resolution 1449, approving an engagement letter from Dorsey & Whitney LLP for 2016 General Obligation Corporate Purpose Issue in an amount not to exceed \$13,500./Move to action.

Motion by Shields, second by Pierce, to approve resolution 1448. AYES: Shields, Pierce, Ellyson, Stevenson, Miller. Motion carried.

Discussion of the proposed Amended and Restated West Branch Urban Renewal Plan.

Matt Muckler stated the only changes appear on pages 84 and 85. Two projects were added and four had costs updated.

Resolution 1450, ordering notice of public hearing on proposed plans and specifications, proposed form of contract and estimate of cost for construction of Main Street Intersection and Sidewalk Improvements for the City of West Branch, Iowa, and the taking of bids therefor./Move to action.

Motion by Pierce, second by Ellyson, to approve Resolution 1450. AYES: Pierce, Ellyson, Stevenson, Miller, Shields. Motion carried.

CITY STAFF REPORTS

Public Works Director Matt Goodale- 4th Street Wastewater Infrastructure Improvements

Paul Stagg reported for Matt Goodale. He said the manhole at the intersection of 4th and College Street was replaced on Tuesday, April 12 and the street was repaired on April 14. The fire hydrant will be replaced at a future date.

Parks & Recreation Director Melissa Russell – Announcement of Main Street Stage entertainment for 2016 Hoover’s Hometown Days Celebration.

Director Russel reported that Local on the 8’s will appear on the stage Friday evening. On Saturday, the schedule will be: 1. Bobby Hunt-Circus Boy 2. Sid V and the Human Resources 3. 34th Army Band-“The Scrap Metal Band” 4. B.F. Burt 5. Dean O’holics on the evening Hoover Stage.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Mayor Laughlin reported that he is hearing the building incentive program advertised on the Cubs baseball games.

Councilperson Pierce said the new bridge put in by the National Park Service is a great improvement and he is very appreciative of it.

MOTION TO ADJOURN TO EXECUTIVE SESSION

Motion to adjourn to executive session by Shields, second by Pierce. AYES: Shields, Pierce, Ellyson, Stevenson, Miller. Motion carried. City Council adjourned to executive session at 8:19 p.m.

MOTION TO ADJOURN FROM EXECUTIVE SESSION

Motion to adjourn from executive session by Miller, second by Pierce. Motion carried on a voice vote. City Council adjourned from executive session at 9:25 p.m.

ADJOURNMENT

Regular session resumed at 9:25 p.m. Shields moved to adjourn, second by Pierce. Motion carried on a voice vote. City Council meeting adjourned at 9:26 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Gordon R. Edgar, Deputy City Clerk

EXPENDITURES**5/2/2016**

BAKER & TAYLOR INC.	BOOKS	1,140.06
BEAN & BEAN	GRAVE OPENING	550.00
CAJ ENTERPRISES INC	HAULING - ROADSTONE	299.67
CHIEF SUPPLY CORPORATION	SUMMER SHIRTS	426.70
COPYWORKS	FLOOD MAPS	12.00
CROELL REDI-MIX INC	SEWER REPAIR	2,025.50
CULLIGAN WATER TECHNOLOGIE	FIRE - WATER COND RENTAL	34.70
DEMCO	OFFICE SUPPLIES	112.27
DORSEY & WHITNEY LLP	LEGAL FEES	14,785.50
EDGAR, GORDON	TRAVEL EXPENSE	10.55
GOERDT, TERENCE J	INSPECTION SERVICE	542.50
HARRY'S CUSTOM TROPHIES	PARK & REC - MEDALS	120.00
HAWKINS INC	CHEMICALS	1,525.25
HBK ENGINEERING LLC	ENG SERVICE PARKS PH 1	6,864.00
HD CLINE COMPANY	CEMETERY - MOWER PARTS	51.62
JOHN DEERE FINANCIAL	SUPPLIES, SAFETY EQ, CLOTHING	604.55
KNOCHE, REBECCA	PROGRAM SUPPLIES	8.91
L. L. PELLING CO. INC	PREMIX ROAD REPAIR MATERIAL	131.76
LEPIC KROEGER TRUST	DEPOSIT	1,000.00
LIBERTY COMMUNICATIONS	MAY TELEPHONE SERVICE	1,205.02
LYNCH'S PLUMBING INC	INSTALL HYDRANT AT CEMETERY	1,963.30
OLSON, KEVIN D	LEGAL SERVICES - MAY	1,500.00
OVERDRIVE INC	EBOOKS	235.00
PARKSIDE SERVICE	TIRE REPAIR	142.50
PITNEY BOWES PURCHASE POWE	LIBRARY - POSTAGE	507.00
PLAY IT AGAIN SPORTS	YOUTH SPORTS SUPPLIES	71.81
PORT 'O' JONNY INC.	PARK & REC - SERVICE	87.00
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	730.00
QUILL CORP	OFFICE SUPPLIES	175.26
SHIMMIN, NICK	DVDS, PROGRAM SNACKS	60.44
SUMMIT COMPANIES	ANNUAL FIRE EXT SERVICE	266.00
SUPPLYWORKS	BATH TISSUE PAPER TOWELS	257.95
USA BLUE BOOK	WATER - REPAIR PARTS	119.70
VEENSTRA & KIMM INC	P & Z LYNCHS PRELIM PLAT	16,118.83
VERIZON WIRELESS	V WIRELESS 4-13 TO 5-13	785.38
TOTAL		54,470.73

PAYROLL**4/22/2016****46,364.54****PAID BETWEEN MEETINGS**

BRICK, LESLIE	TRAVEL EXP, OFFICE SUPPLIES	227.35
BROWN'S WEST BRANCH	2016 RAM MODEL 1500	25,435.00
HANNA, JOHN	SUPPLIES	45.24
J & M DISPLAYS INC	HHTD FIREWORKS DEP 2016	20,000.00
MEDIACOM	CABLE SERVICE	40.90
MISCELLANEOUS VENDOR	REFUNDS	160.00

PITNEY BOWES PURCHASE POWER POSTAGE	500.00
UPS SHIPPING	54.63
TOTAL	46,463.12

GRAND TOTAL EXPENDITURES	147,298.39
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FUND TOTALS

001 GENERAL FUND	75,987.74
022 CIVIC CENTER	165.43
031 LIBRARY	7,301.68
110 ROAD USE TAX	2,213.94
112 TRUST & AGENCY	10,430.23
305 MAIN ST CROSSINGS PROJ	2,803.05
306 4TH ST IMPROVEMENTS PROJ	3,166.08
310 COLLEGE STREET BRIDGE	8,846.80
600 WATER FUND	18,700.87
610 SEWER FUND	17,622.77
740 STORM WATER UTILITY	59.80

GRAND TOTAL	147,298.39
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	PARKSIDE SERVICE	TIRE REPAIR	22.50
			BALANCE TIRES	120.00
		CHIEF SUPPLY CORPORATION	SUMMER SHIRTS	426.70
		VERIZON WIRELESS	V WIRELESS 4-13 TO 5-13	255.56
		COPYWORKS	FLOOD MAPS	12.00
		LIBERTY COMMUNICATIONS	MAY TELEPHONE SERVICE	196.41
		SUPPLYWORKS	BATH TISSUE PAPER TOWELS	86.30
			TOTAL:	1,119.47
FIRE OPERATION	GENERAL FUND	LIBERTY COMMUNICATIONS	MAY TELEPHONE SERVICE	99.92
			MAY TELEPHONE SERVICE	44.28
		CULLIGAN WATER TECHNOLOGIES	FIRE - WATER COND RENTAL	34.70
			TOTAL:	178.90
PARK & RECREATION	GENERAL FUND	HARRY'S CUSTOM TROPHIES LTD	PARK & REC - MEDALS	120.00
		PORT 'O' JONNY INC.	PARK & REC - SERVICE	87.00
		HBK ENGINEERING LLC	ENG SERVICE PARKS PH 1	6,864.00
		VERIZON WIRELESS	V WIRELESS 4-13 TO 5-13	41.84
		JOHN DEERE FINANCIAL	SUPPLIES, SAFETY EQ, CLOTH	83.21
		PLAY IT AGAIN SPORTS	YOUTH SPORTS SUPPLIES	71.81
		LIBERTY COMMUNICATIONS	MAY TELEPHONE SERVICE	145.04
			TOTAL:	7,412.90
CEMETERY	GENERAL FUND	HD CLINE COMPANY	CEMETERY - MOWER PARTS	51.62
		SUMMIT COMPANIES	ANNUAL FIRE EXT SERVICE	6.00
		JOHN DEERE FINANCIAL	SUPPLIES, SAFETY EQ, CLOTH	327.64
			SUPPLIES, SAFETY EQ, CLOTH	51.97
		BEAN & BEAN	GRAVE OPENING	550.00
			TOTAL:	987.23
CLERK & TREASURER	GENERAL FUND	GOERDT, TERENCE J	INSPECTION SERVICE	542.50
		SUMMIT COMPANIES	ANNUAL FIRE EXT SERVICE	18.00
		EDGAR, GORDON	TRAVEL EXPENSE	10.55
		LEPIC KROEGER TRUST	DEPOSIT	1,000.00
		LIBERTY COMMUNICATIONS	MAY TELEPHONE SERVICE	286.17
			TOTAL:	1,857.22
LEGAL SERVICES	GENERAL FUND	DORSEY & WHITNEY LLP	LEGAL FEES	14,785.50
			LEGAL SERVICES - MAY	1,500.00
		OLSON, KEVIN D	TOTAL:	16,285.50
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS	MAY TELEPHONE SERVICE	57.13
			TOTAL:	57.13
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC.	P & Z LYNCHS PRELIM PLAT	222.00
			P & Z CASEYS TURN LANE	71.00
			P & Z IND DR/COLE PROP	142.00
			P & Z MEADOWS PT 2 PLAT RE	584.20
			P & Z PLASTIC PROD SITE RE	142.00
			TOTAL:	1,161.20
TOWN HALL	CIVIC CENTER	SUMMIT COMPANIES	ANNUAL FIRE EXT SERVICE	12.00
		LIBERTY COMMUNICATIONS	MAY TELEPHONE SERVICE	43.18
		SUPPLYWORKS	BATH TISSUE PAPER TOWELS	110.25
			TOTAL:	165.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
LIBRARY	LIBRARY	OVERDRIVE INC	EBOOKS	235.00
		DEMCO	OFFICE SUPPLIES	112.27
		SHIMMIN, NICK	DVDS	53.88
			PROGRAM SNACKS	6.56
		QUILL CORP	OFFICE SUPPLIES	17.98
			LIBRARY- SUPPLIES	11.98
			LIBRARY - HEADPHONES	145.30
		KNOCHE, REBECCA	PROGRAM SUPPLIES	8.91
		BAKER & TAYLOR INC.	BOOKS	234.68
			BOOKS	375.56
			BOOKS	279.12
			BOOKS	250.70
		SUMMIT COMPANIES	ANNUAL FIRE EXT SERVICE	18.00
		PITNEY BOWES PURCHASE POWER	LIBRARY - POSTAGE	507.00
		LIBERTY COMMUNICATIONS	MAY TELEPHONE SERVICE	186.36
			TOTAL:	2,443.30
ROADS & STREETS	ROAD USE TAX	L. L. PELLING CO. INC	PREMIX ROAD REPAIR MATERIA	131.76
		VERIZON WIRELESS	V WIRELESS 4-13 TO 5-13	162.66
		SUMMIT COMPANIES	ANNUAL FIRE EXT SERVICE	71.00
		CAJ ENTERPRISES INC	HAULING - ROADSTONE	140.68
			HAULING - ROADSTONE	158.99
		LIBERTY COMMUNICATIONS	MAY TELEPHONE SERVICE	48.85
			TOTAL:	713.94
CAPITAL PROJECT	MAIN ST CROSSINGS	VEENSTRA & KIMM INC.	CAP PROJ 305 MAIN ST CROSS	2,803.05
			TOTAL:	2,803.05
CAPITAL PROJECT	4TH ST IMPROVEMENT	VEENSTRA & KIMM INC.	CAP PROJ 306 4TH ST IMP	959.48
			CAP PROJ 306 4TH ST IMP	1,300.00
			CAP PROJ 306 4TH ST IMP	125.60
			CAP PROJ 4TH ST IMP	781.00
			TOTAL:	3,166.08
INVALID DEPARTMENT	COLLEGE STREET BRI	VEENSTRA & KIMM INC.	CAP PROJ 310 COL ST BRIDGE	8,846.80
			TOTAL:	8,846.80
WATER OPERATING	WATER FUND	LYNCH'S PLUMBING INC	INSTALL HYDRANT AT CEMETER	671.30
			REPAIR CURB STOP	577.50
			REPAIR CURB STOP	714.50
		HAWKINS INC	CHEMICALS	1,525.25
		VERIZON WIRELESS	V WIRELESS 4-13 TO 5-13	162.66
		SUMMIT COMPANIES	ANNUAL FIRE EXT SERVICE	71.00
		VEENSTRA & KIMM INC.	WATER - WATER MAIN IMP	141.70
		LIBERTY COMMUNICATIONS	MAY TELEPHONE SERVICE	48.84
		SUPPLYWORKS	BATH TISSUE PAPER TOWELS	61.40
		USA BLUE BOOK	WATER - REPAIR PARTS	119.70
			TOTAL:	4,093.85
SEWER OPERATING	SEWER FUND	QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	730.00
		VERIZON WIRELESS	V WIRELESS 4-13 TO 5-13	162.66
		SUMMIT COMPANIES	ANNUAL FIRE EXT SERVICE	70.00
		JOHN DEERE FINANCIAL	SUPPLIES, SAFETY EQ, CLOTH	81.93
		CROELL REDI-MIX INC	SEWER REPAIR	2,025.50
		LIBERTY COMMUNICATIONS	MAY TELEPHONE SERVICE	48.84
			TOTAL:	3,118.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
STORM WATER UTILITY	STORM WATER UTILIT	JOHN DEERE FINANCIAL	SUPPLIES, SAFETY EQ, CLOTH	59.80
			TOTAL:	59.80

===== FUND TOTALS =====		
001	GENERAL FUND	29,059.55
022	CIVIC CENTER	165.43
031	LIBRARY	2,443.30
110	ROAD USE TAX	713.94
305	MAIN ST CROSSINGS PROJ	2,803.05
306	4TH ST IMPROVEMENTS PROJ	3,166.08
310	COLLEGE STREET BRIDGE	8,846.80
600	WATER FUND	4,093.85
610	SEWER FUND	3,118.93
740	STORM WATER UTILITY	59.80

	GRAND TOTAL:	54,470.73

Name of Applicant: MEXICO LINDO INC

Name of Business (DBA): MEXICO LINDO GRILL & CANTINA

Address of Premises: 315 E MAIN STREET

City West Branch

County: Cedar

Zip: 52358

Business

Mailing 1930 S Gilbert St PO BOX 387

City Iowa City

State IA

Zip: 52538

Contact Person

Name RICHARD ARTHUR

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 08/05/2015

Expiration Date: 08/04/2016

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: 501740

Ownership

ROCIO CORREA-MATA

First Name: ROCIO

Last Name: CORREA-MATA

City: DAVENPORT

State: Iowa

Zip: 52806

Position: PRESIDENT

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Illinois Casualty Co

Policy Effective Date: 08/05/2015

Policy Expiration 08/04/2016

Bond Effective

Dram Cancel Date:

Outdoor Service Effective 05/05/2016

Outdoor Service Expiration 05/07/2016

Temp Transfer Effective

Temp Transfer Expiration Date:

Proclamation

Municipal Clerks Week

May 1 – May 7, 2016

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, I, Roger Laughlin, Mayor of the City of West Branch, do recognize the week of May 1 through May 7, 2016 as Municipal Clerks Week, and further extend appreciation to Deputy City Clerk Leslie Brick and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 2nd day of May, 2016

ATTEST:

Roger Laughlin, Mayor

Matt Muckler, City Administrator/Clerk

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

ORDINANCE NO. 736

AN ORDINANCE RE-ZONING AN APPROXIMATE 6.02 ACRE PARCEL OF REAL PROPERTY LOCATED NEAR 829 WEST MAIN STREET FROM RESIDENCE R-1 SINGLE FAMILY DISTRICT TO RESIDENCE R-2 TWO FAMILY DISTRICT.

WHEREAS, Lynch Plumbing, Inc. has petitioned the City of West Branch for a zoning district amendment for an approximate 6.02-acre parcel located north of West Main Street, said parcel being legally described as Lot 1 of Lot "A", West Branch, Cedar County, Iowa, in accordance of the Plat thereof recorded in Plat Book G, at page 223, in the records of the Cedar County Recorder's Office, containing 6.02 acres, and subject to easements and restrictions of record. This is a tract of land at 829 W. Main Street; and

WHEREAS, Lynch Plumbing, Inc. has requested that the Parcel be rezoned to be located in a Residence R-2 Two Family District, in place of a Residence R-1 Single Family District; and

WHEREAS, the West Branch Planning and Zoning Commission has recommended the City Council approve said rezoning request; and

WHEREAS, a public hearing has been held on said request pursuant to published notice thereof.

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

Section 1. That the zoning map for the City of West Branch is hereby amended to show the Parcel being located in a Residence R-2 Two Family District in place of a Residence R-1 Single Family District.

Section 2. This ordinance shall be in full force and effect from and after its publication as required by law.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 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 2nd day of May, 2016.

Read First Time: April 4, 2016
Read Second Time: April 18, 2016
Read Third Time: May 2, 2016

Roger Laughlin, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

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

ORDINANCE NO. 737

AN ORDINANCE RE-ZONING AN APPROXIMATE 0.44 ACRE PARCEL OF REAL PROPERTY LOCATED AT 203 NORTH DOWNEY STREET FROM RESIDENCE R-3 MULTIPLE FAMILY DISTRICT TO CENTRAL BUSINESS CB-1 DISTRICT.

WHEREAS, the First United Methodist Church of West Branch has petitioned the City of West Branch for a zoning district amendment for an approximate 0.44-acre parcel located at 203 N. Downey Street, said parcel being legally described as That part of Lots 5, 6, 11, 12 and a portion of the vacated alley all in Block 35 of the Town of Cameron now West Branch, Cedar County, Iowa being more particularly described as follows: Commencing as a point of reference at the Southeast corner of said Lot 12; thence South 89°05'06" West 97.20 feet along the North right-of-way line of Green Street (assumed bearing for this description only) to the point of beginning; thence continuing South 89°05'06" West 162.38 feet along said North right-of-way line to a point of intersection with the East line of Downey Street; thence North 0°56'52" West 94.00 feet along the East right-of-way line of Downey Street to the Northwest corner of the South 17 feet of said Lot 6; thence North 89°05'06" East 99.87 feet along the North line of the South 17 feet of said Lot 6; thence North 0°52'22" West 60.00 feet along the West line of the East 22 feet of said Lot 6 to a point of intersection with the South right-of-way line of a alley; thence North 89°05'06" East 62.30 feet along said South right-of-way line; thence South 1°00'03" East 154.00 feet to the point of beginning and containing 0.44 acre more or less; and

WHEREAS, The First United Methodist Church of West Branch has requested that the Parcel be rezoned to be located in a Central Business CB-1 District, in place of a Residence R-3 Multiple Family District; and

WHEREAS, the West Branch Planning and Zoning Commission has considered and voted on a recommendation to the City Council on the disposition of said rezoning request; and

WHEREAS, a public hearing has been held on said request pursuant to published notice thereof.

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

Section 1. That the zoning map for the City of West Branch is hereby amended to show the Parcel being located in a Central Business CB-1 District in place of a Residence R-3 Multiple Family District.

Section 2. This ordinance shall be in full force and effect from and after its publication as required by law.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 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 2nd day of May, 2016.

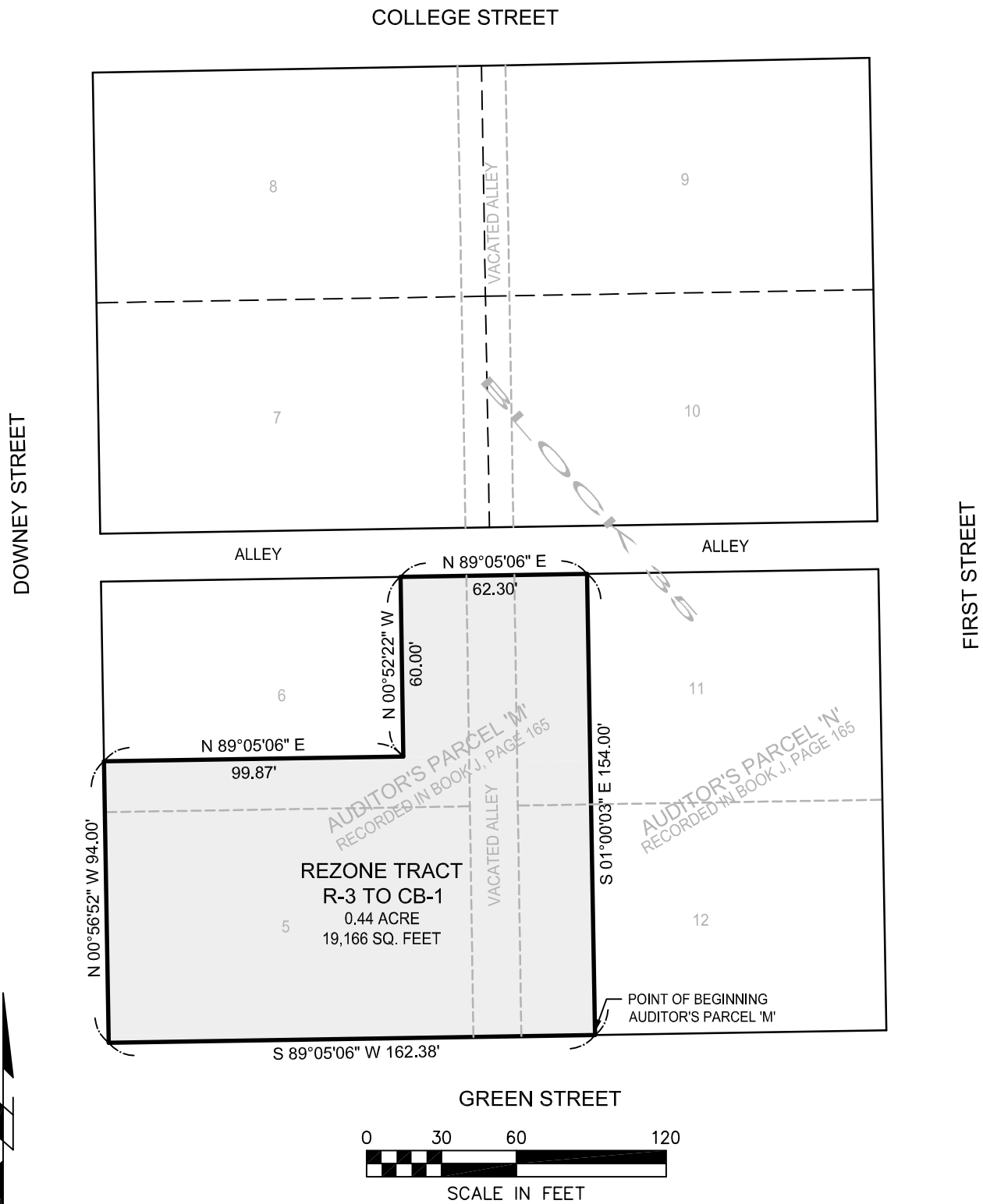
Read First Time: April 18, 2016
Read Second Time: April 18, 2016
Read Third Time: May 2, 2016

Roger Laughlin, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

User: KLPARKING Drawing: P:\PROJECTS\11142030\Deliverables\survey\zoning exhibit.dwg, P.L.I
Last Modified: Mar. 25, 16 - 09:47

REZONING EXHIBIT
AUDITOR'S PARCEL 'M'
A PART OF BLOCK 35, TOWN OF CAMERON NOW WEST BRANCH
LOCATED IN THE SW ¼ SECTION 5, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH P.M.
WEST BRANCH, CEDAR COUNTY, IOWA



PROPRIETOR:
THE FIRST UNITED METHODIST
CHURCH OF WEST BRANCH

SURVEY PREPARED BY:
SHIVE-HATTERY, INC.
2839 NORTHGATE DR.
IOWA CITY, IA 52245
(319) 354-3040



LOCATION MAP
NOT TO SCALE

REZONE TRACT FROM R-3 TO CB-1

DESCRIPTION - AUDITOR'S PARCEL 'M'

That part of Lots 5, 6, 11, 12 and a portion of the vacated alley all in Block 35 of the Town of Cameron now West Branch, Cedar County, Iowa being more particularly described as follows:

Commencing as a point of reference at the Southeast corner of said Lot 12;

thence South 89°05'06" West 97.20 feet along the North right-of-way line of Green Street (assumed bearing for this description only) to the point of beginning;

thence continuing South 89°05'06" West 162.38 feet along said North right-of-way line to a point of intersection with the East line of Downey Street;

thence North 0°56'52" West 94.00 feet along the East right-of-way line of Downey Street to the Northwest corner of the South 17 feet of said Lot 6;

thence North 89°05'06" East 99.87 feet along the North line of the South 17 feet of said Lot 6;

thence North 0°52'22" West 60.00 feet along the West line of the East 22 feet of said Lot 6 to a point of intersection with the South right-of-way line of a alley;

thence North 89°05'06" East 62.30 feet along said South right-of-way line;

thence South 1°00'03" East 154.00 feet to the point of beginning and containing 0.44 acre more or less.

REZONING EXHIBIT
A PART OF BLOCK 35, TOWN OF CAMERON NOW WEST BRANCH
WEST BRANCH, CEDAR COUNTY, IOWA

PROJECT NO.
114263-0

SHEET NO.

B1.2

SHIVE-HATTERY
ARCHITECTURE + ENGINEERING
Iowa | Illinois | Indiana | Missouri
<http://www.shive-hattery.com>

DATE	SCALE	AS NOTED	REVISION
DRAWN	3/22/16	1121	Auditor's Parcel 'A' to 'M' (3/25/16)
APPROVED	WTH	USB	

RESOLUTION NO. 1446

RESOLUTION APPROVING THE WEST BRANCH UNITED METHODIST
CHURCH ACCESSIBILITY IMPROVEMENT SITE PLAN.

WHEREAS, the West Branch United Methodist Church has heretofore submitted a proposed Site Plan to construct accessibility improvements at 203 North Downey Street in the City of West Branch, Iowa (the “Project”); and

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

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

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

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

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

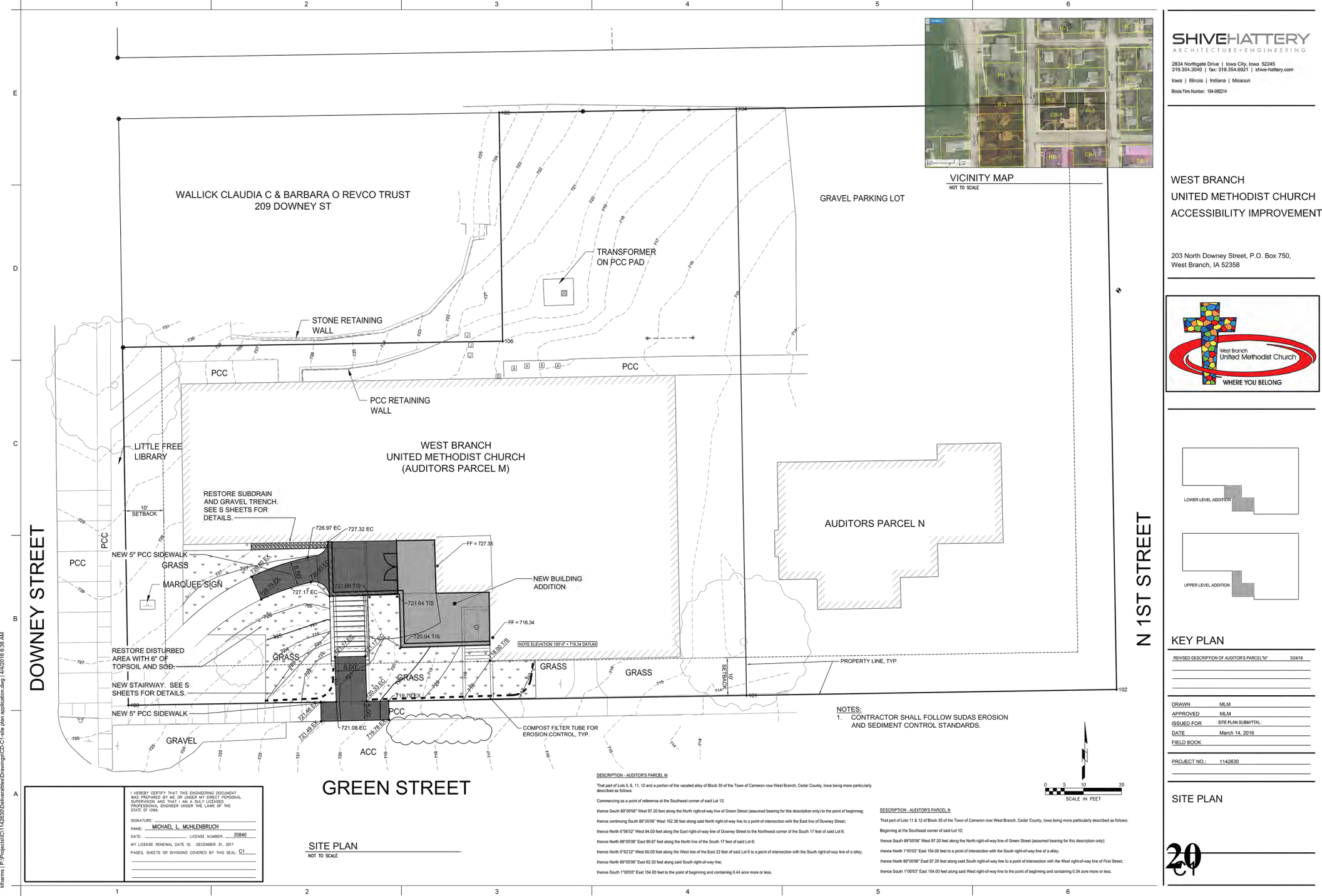
* * * * *

Passed and approved this 2nd day of May, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



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

ORDINANCE NO. 738

AN ORDINANCE RE-ZONING AN APPROXIMATE 2.34 ACRE PARCEL OF REAL PROPERTY LOCATED NORTH OF WEST MAIN STREET FROM RESIDENCE R-1 SINGLE FAMILY DISTRICT TO RESIDENCE R-2 TWO FAMILY DISTRICT.

WHEREAS, KLM Investments, Inc. has petitioned the City of West Branch for a zoning district amendment for an approximate 2.34-acre parcel located in the Meadows Subdivision, said parcel being legally described as Commencing at the Northeast Corner of Auditor Parcel "G", in accordance with the Plat thereof recorded in Plat Book I, at Page 103 of the Records of the Cedar County Recorder's Office; Thence S86°46'30"W, along the North Line of said Auditor Parcel "G", 491.76 feet; Thence S03°13'30"E, 346.74 feet, to the POINT OF BEGINNING; Thence S19°24'18"E, 144.18 feet; thence Southwesterly, 163.12 feet, along a 980.00 foot radius curve, concave Southeasterly, whose 162.93 foot chord bears S65°49'36"W; Thence S61°03'30"W, 1.70 feet; Thence Northwesterly, 39.27 feet, along a 25.00 foot radius curve, concave Northeasterly, whose 35.36 foot chord bears N73°56'30"W; thence S61°03'30"W, 60.00 feet; thence S28°56'30"E, 17.22 feet; Thence S61°03'30"W, 197.17 feet; thence N32°15'55"W, 241.50 feet; thence N61°03'30"E, 271.17 feet; Thence S28°56'30"E, 23.66 feet; Thence N61°03'30"E, 68.43 feet; Thence S88°48'26"E, 80.24 feet; Thence S15°39'23"E, 32.45 feet; Thence N77°42'45"E, 86.21 feet, to the POINT OF BEGINNING. Said Rezoning Tract #2 contains 2.34 Acres (101,904 square feet), and is subject to easements and restrictions of record.; and

WHEREAS, KLM Investments, Inc. has requested that the Parcel be rezoned to be located in a Residence R-2 Two Family District, in place of a Residence R-1 Single Family District; and

WHEREAS, the West Branch Planning and Zoning Commission has considered and voted on a recommendation to the City Council on the disposition of said rezoning request; and

WHEREAS, a public hearing has been held on said request pursuant to published notice thereof.

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

Section 1. That the zoning map for the City of West Branch is hereby amended to show the Parcel being located in a Residence R-2 Two Family District in place of a Residence R-1 Single Family District.

Section 2. This ordinance shall be in full force and effect from and after its publication as required by law.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

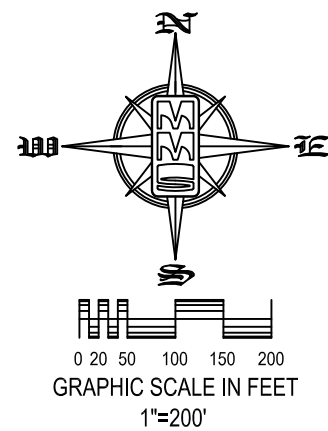
Section 4. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 2nd day of May, 2016.

Read First Time: April 18, 2016
Read Second Time: May 2, 2016
Read Third Time:

Roger Laughlin, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk



PLAT PREPARED BY:
MMS CONSULTANTS INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240

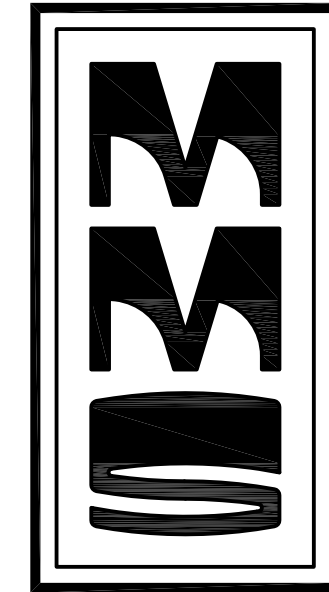
OWNER/SUBDIVIDER:
KLM INVESTMENTS, INC
25 EASTVIEW PLACE NE
IOWA CITY, IOWA 52240

OWNER'S ATTORNEY:
MICHAEL W. KENNEDY
920 S. DUBUQUE STREET
IOWA CITY, IOWA 52240

REZONING EXHIBIT

THE MEADOWS SUBDIVISION

WEST BRANCH, CEDAR COUNTY, IOWA



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

DESCRIPTION - REZONING TRACT #1 (R-1 TO RB-1)

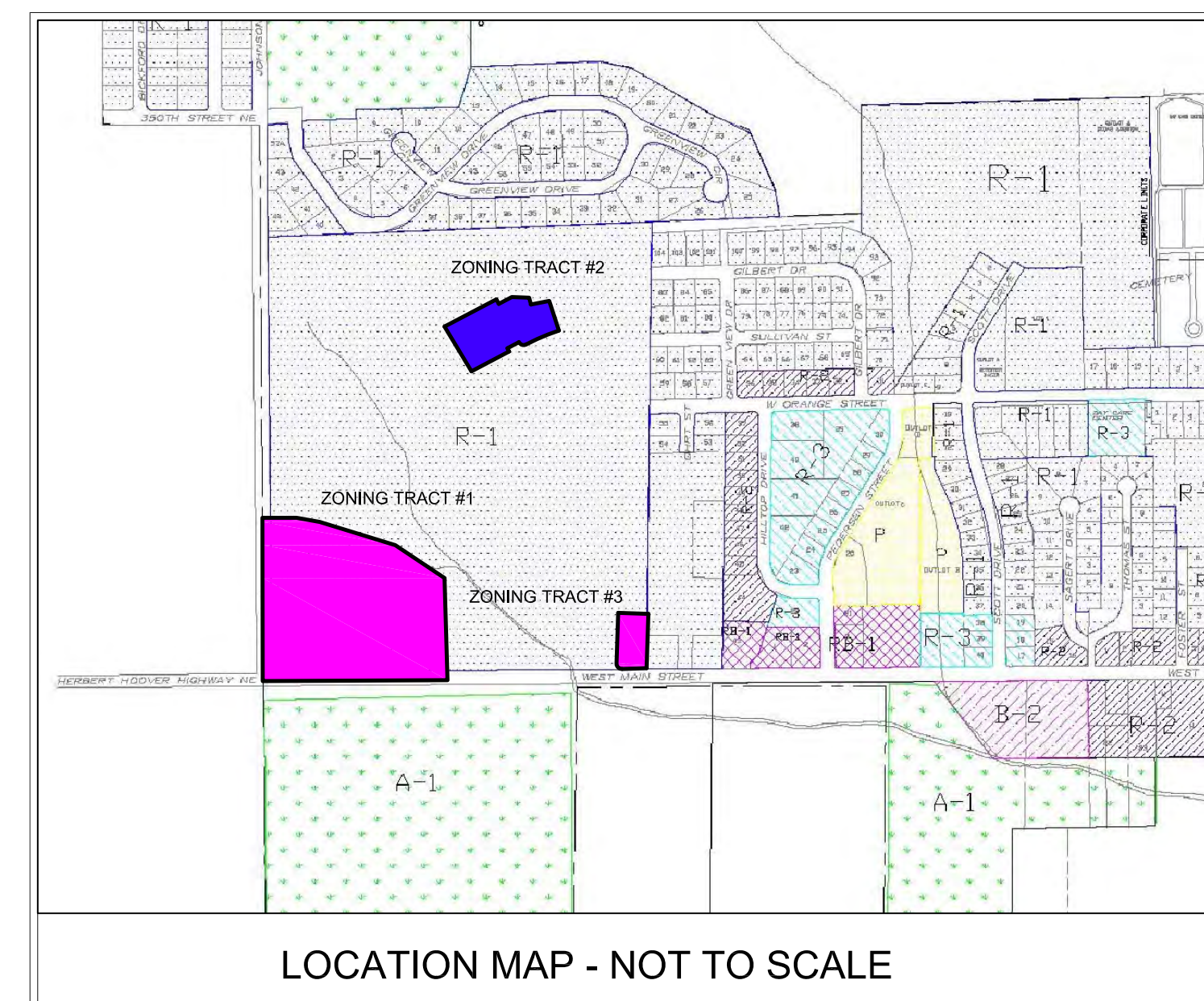
Beginning at the Southwest Corner of Auditor Parcel "G", in accordance with the Plat thereof recorded in Plat Book I, at Page 103 of the Records of the Cedar County Recorder's Office; Thence N01°19'13"W, along the West Line of said Auditor Parcel "G", 755.33 feet; Thence N88°40'47"E, 157.95 feet; Thence S81°06'34"E, 108.86 feet; Thence S74°08'16"E, 365.98 feet; thence S57°30'03"E, 273.91 feet; Thence S02°51'42"E, 452.25 feet, to a Point on the South Line of said Auditor Parcel G; Thence S87°06'47"W, along said South Line, 854.78 feet, to the Point of Beginning. Said Rezoning Tract contains 12.77 Acres (556,235 square feet), and is subject to easements and restrictions of record.

DESCRIPTION - REZONING TRACT #2 (R-1 TO R-2)

Commencing at the Northeast Corner of Auditor Parcel "G", in accordance with the Plat thereof recorded in Plat Book I, at Page 103 of the Records of the Cedar County Recorder's Office; Thence S86°46'30"W, along the North Line of said Auditor Parcel "G", 491.76 feet; Thence S03°13'30"E, 346.74 feet, to the POINT OF BEGINNING; Thence S19°24'18"E, 144.18 feet; thence Southwesterly, 163.12 feet, along a 980.00 foot radius curve, concave Southeasterly, whose 162.93 foot chord bears S65°49'36"W; Thence S61°03'30"W, 1.70 feet; Thence Northwesterly, 39.27 feet, along a 25.00 foot radius curve, concave Northeasterly, whose 35.36 foot chord bears N73°56'30"W; thence S61°03'30"W, 60.00 feet; thence S28°56'30"E, 17.22 feet; Thence S61°03'30"W, 197.17 feet; thence N32°15'55"W, 241.50 feet; thence N61°03'30"E, 271.17 feet; Thence S28°56'30"E, 23.66 feet; Thence N61°03'30"E, 68.43 feet; Thence S88°48'26"E, 80.24 feet; Thence S15°39'23"E, 32.45 feet; Thence N77°42'45"E, 86.21 feet, to the POINT OF BEGINNING. Said Rezoning Tract #2 contains 2.34 Acres (101,904 square feet), and is subject to easements and restrictions of record.

DESCRIPTION - REZONING TRACT #3 (R-1 TO RB-1)

Commencing at the Southeast Corner of Auditor Parcel "G", in accordance with the Plat thereof recorded in Plat Book I, at Page 103 of the Records of the Cedar County Recorder's Office; Thence N00°40'57"E, along the East Line of said Auditor Parcel "G", 46.71 feet; Thence S87°07'22"W, along said East Line, 350.51 feet, to the POINT OF BEGINNING; Thence continuing S87°07'22"W, 113.67 feet; Thence Northwesterly, 40.82 feet along a 25.00 foot radius curve, concave Northeasterly, whose 36.44 foot chord bears N46°05'56"W; Thence N00°40'47"E, 233.75 feet; Thence S89°19'13"E, 140.00 feet, to a Point on the East Line of said Auditor Parcel "G"; Thence S00°40'47"W, along said East Line, 251.65 feet, to the Point of Beginning. Said Rezoning Tract #3 contains 0.82 Acre (35,685 square feet), and is subject to easements and restrictions of record.



REZONING EXHIBIT

THE MEADOWS
SUBDIVISION

PORTIONS OF
AUDITOR PARCEL G
IN THE FRAC SW $\frac{1}{4}$ OF
SECTION
6-T79N-R4W-5TH P.M.

WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	03-02-2016
Designed by:	GDM
Field Book No:	
Drawn by:	RLW
Scale:	1"=200'
Checked by:	GDM
Sheet No:	1
Project No:	8815003
IOWA CITY	
of:	1

NOTICE OF HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE CITY OF WEST BRANCH PARKS AND RECREATION PHASE I IMPROVEMENTS, AND THE TAKING OF BIDS THEREFOR

Notice is hereby given that the City Council of West Branch, Iowa will meet in the City Council Chambers at 110 N. Poplar Street, West Branch, Iowa, on the 2ND day of May, 2016 at 7:00 p.m. at which time a hearing will be held and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the construction of the City of West Branch Parks and Recreation Phase I Improvements for Beranek Park, Wapsi Creek Park and Lions Field and work incidental thereto for said City.

Sealed proposals will be received by the City Clerk of the City of West Branch, Iowa, at the City Council Chambers at 110 N. Poplar Street, West Branch, Iowa, until 2:00 p.m. on the 16th day of May, 2016, for the construction of the City of West Branch Parks and Recreation Phase I Improvements for Beranek Park, Wapsi Creek Park and Lions Field as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced by the City Clerk at the time and date specified above. Proposals will be acted upon by said City at the May 16, 2016 City Council Meeting or at such later time and place as then may be fixed.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

PARKS AND RECREATION PHASE I IMPROVEMENTS

There are three (3) parks within the City of West Branch that are included in the Phase I Improvements. These parks include: Beranek Park, Wapsi Park and Lions Field.

Beranek Park: LED lighting will be installed at both volleyball courts along with associated new electrical service and any necessary site restoration with the installation.

Wapsi Park: The existing gravel parking lot will be replaced with 754 square yards of 6" PCC pavement. Installation only of a playground system, four bay swing structure including two (2) belt swings, one (1) infant swing and one (1) ADA swing, an accelerator swing unit. 129 cubic yards of playground mulch to be supplied and installed. 257 square yards of 4" PCC trail pavement that will border the playground area and along the north side of the parking lot. Includes grading, seeding, labor and playground installation.

Lion's Field: Installation of a kit restroom facility on the Northeast end of the parking lot along Pedersen Street. From the elevation of the proposed restroom the finished grading to be 4:1 slope until it matches the existing grade. There will be a 140' ADA ramp constructed that will start at the concrete pad for the restrooms and end at the soccer field. Includes installation, grading, seeding and labor.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of West Branch, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimate cost of said improvements made by any interested party.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alternations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to five percent (5%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF WEST BRANCH, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form bound in the specifications.

Notice of Hearing and Letting

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes.

The City Council reserves the right to reject any or all bids and to waive informalities or technicalities in any bid and to accept the bid which it deems to be in the best interest of the City. The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of Hearing and Letting.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of four (4) years after its completion and acceptance by the City Council.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. All work shall be completed, subject to any extensions of time which may be granted by the City Council, by October 28, 2016.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment to the Contractor for said improvements will be made in cash derived from the proceeds of the issuance and sale of such bonds and/or from such cash funds of the City as may be legally used for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project or delivered to the site during the preceding calendar month. Estimates will be prepared on the last day of each month by the Contractor, subject to the approval of the Engineer, who will certify to the City for payment each approved estimate on or before the tenth (10th) day of the following month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety-five percent (95%) of the contract price of the contract. Final payment of the remaining five percent (5%) will be made not less than thirty-one (31) days after completion and acceptance by resolution of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payments will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project. Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance there with.

Copies of said plans and specifications are now on file at the office of HBK Engineering, LLC., for examination by bidders. Copies may be obtained from HBK ENGINEERING, LLC., 509 S. Gilbert Street, Iowa City, Iowa 52240. Contact Adrienne Bricker at 319-338-7557 or email abricker@hbkengineering.com.

This notice is given by order of the Council of the City of WEST BRANCH, Iowa.

CITY OF WEST BRANCH, IOWA

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1451

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE CITY OF WEST BRANCH PARKS AND RECREATION PHASE I IMPROVEMENTS AND THE TAKING OF BIDS THEREFOR.

WHEREAS, the City Council of the City of West Branch, Cedar County, Iowa, did heretofore deem it necessary and desirable to install and construct improvements at Beranek Park, Wapsi Creek Park and at Lions Field in West Branch, IA including lighting, a parking lot, a playground system, a kit restroom facility, and an ADA ramp, said project having been referred to as the “City of West Branch Parks and Recreation Phase I Improvements Project”; and

WHEREAS, HBK Engineering, LLC have caused the plans, specifications, form of contract and estimate of cost for said Project to be prepared; and

WHEREAS, pursuant to Chapter 26 of the Code of Iowa, the City is required to approve said plans, specifications, form of contract and estimate of cost; and

WHEREAS, the City Council of the City of West Branch, Cedar County, Iowa, approved Resolution 1447 on April 18, 2016 setting the public hearing on the aforementioned plans, specifications, form of contract and estimate of cost for 7:00 p.m. on Monday, May 2, 2016 at the Council Chambers, City Hall, 110 N. Poplar Street, West Branch, Iowa 52358; and

WHEREAS, per Resolution 1438, the City solicited bids for said Project until 2:00 p.m. on Monday, May 16, 2016 in the Office of the City Clerk, 110 N. Poplar Street, West Branch, Iowa 52358.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of West Branch, Cedar County, Iowa, approves the plans and specifications, proposed form of contract and estimate of cost for the construction of the City of West Branch Parks and Recreation Phase I Improvements Project for the City of West Branch, Iowa and the taking of bids therefor.

* * * * *

Passed and approved this 2nd day of May, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

April 25, 2016

PROJECT INFORMATION SHEET

WEST BRANCH PARKS and RECREATION – PHASE 1 IMPROVEMENTS
WEST BRANCH, IOWA

OWNER: City of West Branch, Iowa.

PROPOSALS RECEIVED: Until 2:00 p.m., 16th day of May, 2016, by the
City Clerk of the City of West Branch
North Poplar Street, West Branch, Iowa.

DESCRIPTION OF PROJECT:

The nature and extent of the improvements are as follows:

WEST BRANCH PARKS and RECREATION – PHASE 1 IMPROVEMENTS

There are three (3) parks within the City of West Branch that are included in the Phase I Improvements. These parks include: Beranek Park, Wapsi Park and Lion's Field.

Beranek Park: LED lighting will be installed at both volleyball courts as well as a new electrical service and any associated site restoration with the installation.

Wapsi Park: The existing gravel parking lot will be replaced with 754 square yards of 6" PCC pavement and 257 square yards of 4" PCC trail pavement that will border the playground area and along the north side of the parking lot. Installation of a playground system, four bay swing structure including two (2) belt swings, one (1) infant swing and one (1) ADA swing, an accelerator swing unit, and 129 cubic yards of playground mulch. Includes grading, seeding, labor and playground installation. Playground equipment to be provided by City.

Lion's Field: Installation of a restroom facility on the Northeast end of the parking lot along Pedersen Street. From the elevation of the proposed restroom the ground will be sloped at 4:1 until it matched the existing ground. There will be approximately 140' ADA ramp constructed that will start at the concrete pad for the restrooms and end at the soccer field. Includes materials, installation, grading, seeding and labor.

BID SECURITY: Certified check, cashier's check, certified share draft or bid bond in the amount of five percent (5%) of the bid. Bidders will use the bid bond form included in the specifications.

COMPLETION DATE: Work will commence within ten (10) calendar days after the date set forth within written Notice to Proceed and shall be completed by October 28, 2016.

ENGINEER: HBK ENGINEERING, LLC., 509 S. Gilbert Street, Iowa City, Iowa 52358.

PLAN AVAILABILITY: Copies of said plans and specifications are now on file at the office of HBK ENGINEERING, LLC., for examination by bidders. Copies may be obtained from HBK ENGINEERING, LLC., 509 S. Gilbert Street, Iowa City, Iowa 52240. Contact Adrienne Bricker at 319-338-7557 or email abricker@hbkengineering.com.

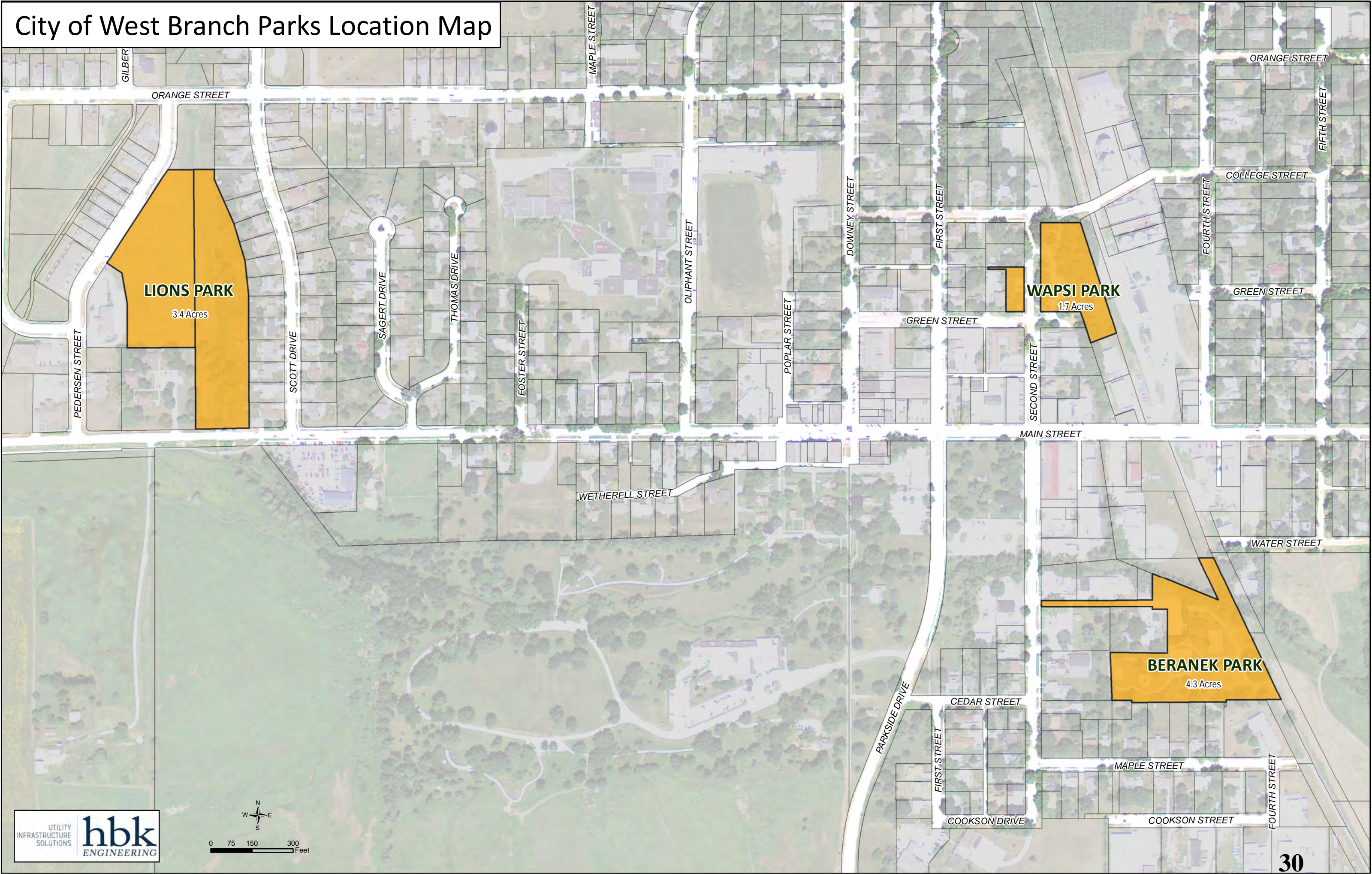
DIRECT QUESTIONS

TO: Brian Boelk 319-338-7557

ALL PLANS AND SPECIFICATIONS CAN BE PROVIDED ELECTRONICALLY (PDF) OR ARE SENT BY UNITED PARCEL SERVICE. THEREFORE, PLEASE INCLUDE YOUR STREET ADDRESS WHEN REQUESTING PLANS AND SPECIFICATIONS. UNITED PARCEL SERVICE WILL NOT DELIVER TO P.O. BOX NUMBERS.

ALSO, PLEASE INCLUDE YOUR TELEPHONE NUMBER AND FAX NUMBER WHEN REQUESTING PLANS AND SPECIFICATIONS.

City of West Branch Parks Location Map



COST ESTIMATE

No.	ITEM	QTY	UNIT	UNIT COST	ITEM TOTAL
1	Mobilization	1.0	LS	\$20,000.00	\$20,000.00
2	Erosion Control and Maintenance	1.0	LS	\$3,500.00	\$3,500.00
	LION'S FIELD				\$118,721.28
3	Earthwork - Cut/Fill	1,500.00	CY	\$12.50	\$18,750.00
4	Seeding	1.00	ACRE	\$3,000.00	\$3,000.00
5	Matting	10,950.00	SF	\$0.15	\$1,642.50
6	PCC Paving, 6" Sidewalk	157.0	SY	\$40.00	\$6,280.00
7	PCC Paving, 6" Restroom Perimeter	47.0	SY	\$40.00	\$1,880.00
8	Granular Subbase, 6"	62.0	TONS	\$35.00	\$2,168.78
9	Rest Room - Concession Facility Supply and Deliver	1.0	EA	\$45,000.00	\$45,000.00
10	Rest Room - Concession Facility Utilities and Install Foundation	1.0	EA	\$40,000.00	\$40,000.00
	WAPSI PARK				\$77,860.31
11	Earthwork - Cut/Fill	500.00	CY	\$12.50	\$6,250.00
12	Seeding	0.50	ACRE	\$3,000.00	\$1,500.00
13	Removal of Intakes	2.00	EA	\$1,500.00	\$3,000.00
14	Granular Subbase, 6"	246.0	TONS	\$35.00	\$8,611.31
15	PCC Paving, 4" Sidewalk	243.0	SY	\$35.00	\$8,505.00
16	PCC Paving, 6" Parking Lot	754.0	SY	\$40.00	\$30,160.00
17	Pavement Markings, Striping	1.0	LS	\$1,000.00	\$1,000.00
18	Storm Sewer Intakes, SW-511	2.0	EA	\$4,000.00	\$8,000.00
19	Playground Mulch	93.0	CY	\$33.00	\$3,069.00
20	Playground - Installation	1.0	LS	\$7,765.00	\$7,765.00
	BERANEK PARK				\$30,000.00
21	Site Restoration	1.0	LS	\$1,000.00	\$1,000.00
22	Electrical Service	1.0	EA	\$4,000.00	\$4,000.00
23	Lighting Package	2.0	EA	\$10,000.00	\$20,000.00
24	Electrical Labor and Equipment	2.0	EA	\$2,500.00	\$5,000.00
	Subtotal				\$250,081.59
*	CONTINGENCY	10.00%			\$25,008.16
TOTAL ESTIMATE					\$275,089.75

RESOLUTION NO. 1452

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH HBK ENGINEERING, LLC IN CONNECTION WITH THE LIONS FIELD
CREEK RESTORATION PROJECT.

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

WHEREAS, the City Council approved resolution 1348 on June 29, 2015 to complete a stormwater best management practices (BMP) feasibility study that identified ideal locations and specific BMP's to construct in future projects; and

WHEREAS, one BMP identified was the Lions Field Creek Buffer; and

WHEREAS, the project would have vegetated filter strips and other landscaping components installed to create a visible barrier between private and public property; and

WHEREAS, stream stabilization methods may be needed in this area as well, pending the results from a stream assessment; and

WHEREAS, HBK Engineering LLC has provided an engineering services agreement that would conduct stakeholder meetings, neighborhood awareness and site visits, design plans for the design of the project, complete the bid process and provide construction management for the Lions Field Creek Restoration Project; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with HBK Engineering, LLC of Iowa City, Iowa, is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 2nd day of May, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

**PROFESSIONAL
SERVICES
AGREEMENT**



This Agreement is made and entered into this 19th day of April, 2016, by and between the City of West Branch, 110 North Poplar Street, West Branch, Iowa 52358 ("CWB") and ("Client") and HBK Engineering, LLC., 509 S. Gilbert Street, Iowa City, Iowa 52317 ("HBK") and ("Engineer")

Recitals

Client proposes to engage Engineer to:

- [1] to perform engineering and planning consulting services
- [2] in connection with the Lions Field Creek Restoration Project (together hereinafter referred to as the "Project")
- [3] for The City of West Branch, Iowa ("Owner");

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

Agreement

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

1. Recitals.

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

2. Entire Agreement.

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

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

Client: City of West Branch

Engineer: HBK Engineering, LLC

By: _____

By: _____

Name: Matt Muckler

Name: Brian A. Boelk, PE, CMS4S, CPESC

Title: _____

Title: Sr. Project Manager

Date: _____

Date: _____

Part I: Scope of Services

1. STAKEHOLDER MEETINGS, NEIGHBORHOOD AWARENESS & SITE VISITS

- Meet with City staff, council, and involved stakeholders to discuss project, process, and existing information
- Conduct neighborhood awareness campaign to include mailed documents and neighborhood meetings for locally affected households
- Obtain all pertinent information including but not limited to: Soil hydrological groups, floodplain maps, and topographic conditions
- Obtain and investigate information related to future private developments
- Visit site for hydrology and streambank analysis
- Conduct field survey to obtain cross sectional data and information of the creek and adjacent land
- Coordinate with Pedersen Park design consultant for continuity and in regards to upstream design practices and intent

2. DESIGN

- Create mapping documents and preliminary plans for the design of the Project to include:
 - Property information
 - Soils, topography, sediment loading calculations
 - Structural and non-structural streambank stabilization practices
- Develop final construction plans and specifications related to design
- Generate a cost-estimate for construction
- Outline a 10-year, post-construction maintenance schedule for Public Works staff

3. BID PROCESS

- Distribute bid documents, including construction documents (plans) and specifications
- Assist with administering bids, including coordination and contacts with potential contractors
- Address and distribute addendums as needed
- Attend and conduct pre-bid meeting (if necessary)
- Develop bid tab and evaluate bids. Provide City with recommended award of project

4. CONSTRUCTION MANAGEMENT

- Attend and conduct pre-construction meeting.
- Provide construction management duties including RFI's, change orders, and shop drawing review.
- Provide inspection on a minimum weekly basis, with additional visits as deemed necessary based on construction progress.
- Provide quantities and develop estimate of payment to the contractor.
- Assist with punchlist and final review and approval of improvements.

End Part I

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

Project Description

Create a design for the streambank stabilization of Lions Field Creek that includes stakeholder input, construction costs, and a 10-year maintenance plan.

Project Limits

The project area is within the city limits of West Branch, IA, and is defined in Exhibit A. These limits include the creek between Main Street and the southeast corner of Fox Run Golf Course.

Payment for Services

The Engineer will perform the services, enumerated in **Part 1 – Scope of Services** as listed below and at the Standard Hourly Rates (also listed below). Total for project is based on an **hourly not-to-exceed amount of Twenty Six Thousand, One Hundred Three Dollars and no cents (\$26,103.00)**.

Stakeholder Meetings, Research, Site Visits = **\$5,788.00**

Design = **\$11,900.00**

Bid Process = **\$3,270.00**

Construction Management = **\$5,145.00**

Progress billings will be made monthly based upon the actual hours expended and the reimbursable direct costs. Client agrees to each billing within 60 days of receipt. If Engineer does not receive any payment within 60 days of the invoice date, Engineer may, at Engineer's sole option, cease all Project work until Engineer receives payment in full for all unpaid balances due.

In the event Client or Owner requests Engineer perform additional services not included in the Scope of Services, unless otherwise agreed in writing, by and between Engineer and Client, such services shall be performed at the Standard Hourly Rates with authorization limits to be set at the time such services are requested.

Standard Hourly Rates -- Effective January 1st, 2016

Principal	\$165.00	Project Designer 3	\$108.00
Program Manager	\$144.00	Project Designer 2	\$98.00
Senior Licensed Professional Engineer, P.E.	\$129.00	Project Designer 1	\$82.00
Structural Engineer	\$144.00	Project Designer 0	\$77.00
Licensed Professional Engineer, P.E.	\$113.00	Distribution Designer	\$88.00
Associate 3 (E.I.T.)	\$108.00	Construction Manager	\$124.00
Associate 2 (E.I.T.)	\$103.00	Construction Liaison	\$124.00
Associate 1 (E.I.T.)	\$98.00	Construction Specialist 2	\$124.00
Senior Project Manager	\$129.00	Construction Specialist 1	\$108.00
Project Manager	\$113.00	Field Administrator	\$93.00
Quality Manager	\$113.00	Professional Land Surveyor	\$129.00
Project Coordinator	\$103.00	Field Lead	\$108.00
Permitting Coordinator	\$103.00	Field Technician	\$72.00
Analyst 2	\$77.00	Locator 3	\$67.00
Analyst 1	\$67.00	Locator 2	\$57.00
Administrative	\$62.00	Locator 1	\$46.00
		Locator 0	\$36.00

End Part II

Part III: HBK ENGINEERING, LLC

GENERAL TERMS AND CONDITIONS

A. PARTIES AND DEFINITIONS: “**Agreement**” as used here shall mean, as applicable, the attached Professional Services Agreement (PSA), Master Services Agreement (MSA), General Purchase Agreement (GPA) or Task Authorization (TA), together with, if any, associated, Exhibits, attachments and addenda. “**Engineer**”, for purposes of these General Terms and Conditions, shall mean HBK Engineering, LLC. “**Client**” shall be the party hiring Engineer to perform the Work hereunder. Engineer or Client may be referred to as “**Party**” and together as “**Parties**”. “**Work**” shall mean the professional engineering and/or engineering related services described in Engineer’s scope of services under the Agreement. “**Prime Agreement**” shall be used here conventionally. **Flow-Through:** Prior to Engineer’s execution of this Agreement, Client shall provide Engineer a full copy of the Prime Agreement and allow for Engineer’s timely and reasonable review. In the alternative, Client may withhold, or otherwise not provide, one or more sections of the Prime Agreement (“**Withheld Provisions**”). Excepting *Withheld Provisions*, Engineer shall assume obligations and responsibilities that, and as, the Prime Agreement specifically requires of lower tier design professionals, but only insofar as such provisions apply to Engineer’s limited scope of services for Work hereunder; additionally, Client grants Engineer the same rights, powers, privileges and remedies toward Client as Client is granted, directly or indirectly, toward higher tier parties under the Prime Contract or applicable law. Notwithstanding anything to the contrary above or in any Prime Agreement, *Engineer shall not be bound, in any way whatsoever, by an untimely Prime Agreement, any Withheld Provisions, or provisions directly related to or dependent upon a Withheld Provision or an untimely Prime Agreement.* **Section Headings** used in this Agreement are descriptive only, included for convenience, and shall not constitute an interpretive part the Agreement. The term “**reasonable**” as used in this Agreement, in all cases, shall mean “commercially reasonable”.

B. INSURANCE: Engineer is protected by Workers’ Compensation, Commercial General Liability, Automobile Liability and Professional Liability insurance coverage, and will furnish certificates of insurance upon Client’s request. If Client requires coverage beyond Engineer’s applicable standard coverage, Engineer will attempt to obtain such coverage provided Client agrees to pay additional costs of such coverage.

C. PERMITS: Where and as permitting (“Permits”) is specifically included as part of the Work, Engineer will furnish such documents and design data as may be reasonably required and Engineer will assist Client in obtaining such Permits in accordance with Engineer’s applicable scope of services for such Work. Client will furnish all design input required by Engineer for completion of the Work and, if any, ancillary approvals and/or consents (“Permissions”). In any case, ***Engineer shall not be responsible for the favorable or timely receipt of Permits or Permissions where delay may be due to reasons beyond Engineer’s scope of services, authority, or reasonable control.*** It is mutually understood: (i) Client will pay the cost of all Permits and Permissions, including, without limitation, review fees, bonding, insurance premiums, title company charges, blueprints and reproductions, if any, associated with the permitting Work, and (ii) such costs are *not included* in Engineer’s fees for professional services, unless (iii) such costs are specifically enumerated in writing and payment by Engineer is specifically stated in Engineer’s scope of services for the Work.

D. PROFESSIONAL STANDARD OF CARE: Engineer’s services will be performed in accordance with generally accepted practices of professional engineers in firms similar to Engineer’s, and providing similar services at the same time, in the same locale, and under like circumstances. No warranty or guarantee, express or implied, is included or intended by this Agreement with respect to the performance of professional services. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the Parties.

E. INFORMATION PROVIDED BY OTHERS: Client shall assist Engineer by placing at his disposal all documents, drawings, reports and other existing information available to Client and Client’s consultants and subcontractors that will assist Engineer in the performance of the basic services being provided by Engineer, and Engineer shall be entitled to rely upon the accuracy and completeness thereof. Client recognizes that it is impossible for Engineer to assure the accuracy, completeness and sufficiency of information provided by others, either because, for example, it is impossible to independently verify within Engineer’s scope of work, or because of reasonably undetectable errors or omissions of others that may have occurred in assembling such information.

Accordingly, Engineer will conduct the research that in its professional opinion is necessary and will provide the requested

services in a manner consistent with Engineer's professional standard of care for same or similar projects. Client recognizes, however, that the information upon which the Engineer relies may contain errors or may be incomplete. Client agrees to waive all claims and causes of action against Engineer, and anyone for whom Engineer may be legally liable, for damages arising out of Engineer's use of such information provided by Client or obtained from others, upon which Engineer shall rely while providing the scope of services contained in this Agreement.

ELECTRONIC MEDIA: Engineer agrees, upon request, to provide materials to Client stored electronically. At Engineer's option, unless specifically agreed to the contrary, such materials will be provided in PDF format. Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to alteration, either intentional or otherwise, due to, for example, transmission, conversion, media degradation, software error or human alteration. Engineer makes no warranties, either express or implied, regarding the fitness or suitability of electronic media. Client agrees electronic media shall not be used, in whole or in part, for any project other than that for which they were created. Client agrees to waive any and all claims against Engineer resulting in any way from the unauthorized reuse or alteration of electronic media. Documents that may be relied upon by Client as definitive are limited to those that are sealed by Engineer.

F. OWNERSHIP OF DATA AND DOCUMENTS: Client acknowledges all Work Product, including, without limitation, documents, drawings, specifications, estimates, field notes, and other data and all processes including scientific, technological, software, and other concepts, whether or not patentable, created, prepared or furnished under this Agreement by Engineer or by Engineer's independent contractors and consultants pursuant to this Agreement, are *instruments of service* in respect of the project and they are, and they shall remain, the property of Engineer whether or not the project is completed. In the event Client is or becomes entitled to any ownership and/or license rights to *project plans or specifications prepared under this Agreement, Engineer's completion of the Work and payment in full of all money due to Engineer shall be conditions precedent to such transfer. Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the Work Product by the Client or any person or entity that acquires or obtains the plans and specifications from or through Client without the written authorization of Engineer.*

G. INDEMNIFICATION: Engineer and Client agree, subject to liability limiting provisions elsewhere in this Agreement, to indemnify and hold harmless, the other, its Members, managers, directors, officers and employees, from and against legal liability for claims, losses, damages, or liability, including reasonable attorney's fees (together, "Claims") to the extent such Claims are legally determined to be caused solely by their negligent acts, errors or omissions in their performance under this Agreement. In the event such Claims are legally determined to be caused by the joint or concurrent negligence of Engineer and Client, Claims shall be born by each party in proportion to its own negligence under comparative fault principles. No duty to defend is hereby created nor any costs of defense are hereby assumed by this indemnity provision and Parties explicitly waive such duty and costs under this Agreement. Causes of action arising out of Engineer's services or this Agreement, regardless of cause or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Engineer's substantial completion of services on the project. ***In all cases, Engineer's indemnification shall be limited to the extent of the liabilities specifically assumed by Engineer within this Agreement and only as respects professional services performed by Engineer.***

H. JOBSITE SAFETY: Engineer will not be responsible, nor assume any liability, for any acts or errors or omissions of Client or any of Client's sub-contractors, agents or employees or any other persons (except Engineer's own employees) at the Work site or otherwise performing Client's work. If Engineer's scope of Work includes the performance of services during the construction phase of a project, it is understood that the purpose of such services, including visits to the site, is to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as a design professional. Neither the professional activities of Engineer, nor the presence of Engineer or its employees at the construction site, shall relieve Client of its obligations, duties and responsibilities included in, or necessary to complete, the Work. ***In no event shall Engineer be responsible, in any way whatsoever, for construction means, methods, sequence, techniques or procedures necessary for performing, superintending or managing, in any way, construction aspects of the Work.*** Engineer and its personnel shall have no authority to exercise any control over Client's construction, or that of Client's subcontractors or other entities or their employees (such individuals and entities, together, "Construction Personnel") in connection with Client's Work or any related health or safety programs or procedures. The Client agrees that Construction

Personnel shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in Client's agreements with Construction Personnel. Client also agrees that Client, Engineer and Engineer's sub-consultants, if any, shall be indemnified by Construction Personnel and named additional insured under their policies of general liability insurance.

I. ADDITIONAL/EXCLUDED SERVICES: This Agreement is a non-exclusive contract. Engineer may refuse additional work from Client and accept work from others. Client agrees to pay Engineer as compensation for all authorized extra or additional services not specifically covered in the Agreement's scope of services. Services resulting from significant changes in general scope of the underlying project or its design shall be considered permitted, additional Work, including but not limited to: changes in size, complexity, assumptions, Client's schedule, or character of construction, and revising previously accepted studies, reports, design documents or contract documents when any such revisions are due to causes beyond Engineer's control. **EXCLUDED SERVICES** The following services, unless specifically included, are here specifically *excluded* from the Work: land title, ownership and/or tract and lien searches; structural calculations; services involved in the design of improvements lying outside of the Project Limits. Engineer shall perform excluded services only upon written request and agreement. Absent written agreement to the contrary, such additional or excluded services shall be performed on a time and material basis, at Engineer's then current Standard Hourly Rates with expenses passed through to Client at actual cost plus ten percent (10%). **Hazardous Materials** - *Nothing in this Agreement shall be construed as providing any type of service relating to an assessment of the presence or absence of oil, asbestos, radioactive materials or any other hazardous material and/or environmental contaminants which may be subject to regulatory control, or for the design of systems to remove, treat, handle, or dispose of such materials.*

J. TERMINATION: Client may, at any time, suspend further work by Engineer, or Client or Engineer may, with or without cause, terminate the Agreement at any time upon ten (10) working day's written notice to the other party. Client agrees to compensate Engineer for all services performed prior to the effective date of suspension or termination, together with reimbursable expenses including, if any, sub-contractors, sub-consultants and vendors. No deductions or Client offsets shall be made from Engineer's compensation unless by prior written agreement between Client and Engineer, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party. Engineer shall forward specifications, drawings and documents relating to the services provided in this Agreement to Client upon payment in full of all monies due Engineer under this Agreement. If Engineer for any reason does not complete all of the services contemplated by this Agreement, Engineer cannot be responsible for the accuracy, completeness or workability of project documents prepared by Engineer if used, changed or completed by the Owner, Client or by another party. *Accordingly, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or allegedly arising from such use, completion or any unauthorized changes made by any party to any contract documents prepared by Engineer.*

K. LIMITATION OF LIABILITY: To the maximum extent permitted by law, Client agrees to limit Engineer's liability for Engineer's acts, errors or omissions under this Agreement such that the total aggregate liability of Engineer hereunder shall not exceed One Hundred Thousand Dollars (\$100,000.00) in total. Further, it is agreed and understood that this limitation of liability is the sole and exclusive remedy available to Client for any damages and/or losses arising from Engineer's services. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.

L. MISCELLANEOUS PROVISIONS:

1. FORCE MAJEURE: Any delays in or failure of performance by Engineer shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences beyond the reasonable control of Engineer, including but not limited to: Acts of God or the public enemy; compliance with any order of any governmental authority; changes in law; act of war, sabotage or damage resulting there from; fires, floods, explosion, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; *delays in permitting*; or any other causes which are beyond the reasonable control of Engineer. **2. INTERPRETATION:** The parties acknowledge and agree the terms and conditions of this Agreement, including but not limited to those relating to allocation of, releases from, exclusions against and limitation of liability, have been freely and fairly negotiated. Each party acknowledges that in executing this Agreement they have relied solely on their own

judgment, belief and knowledge, and such advice as they chose to receive from their own legal counsel, and they have not been influenced by any representation or statement made by any other party or its legal counsel. *No provision in this Agreement is to be interpreted for or against any party because that party or its counsel drafted such provision.* In the event that any portion or all of this agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to amend the commercial and other terms of the Agreement in order to effect the intent of the parties as set forth in this Agreement. The parties agree to look solely to each other with respect to performance of this Agreement. The provisions of this agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including but not limited to any expressed limitation of or released from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

3. ENTIRE AGREEMENT: This Agreement, and without limitation, any Exhibits, addenda, applicable Task Authorizations, Purchase Orders, Requisitions and other such similar "Work Requests", constitute the entire Agreement between Client and Engineer, superceding all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Work hereunder. In the event of conflict and/or ambiguity between any provision of this Agreement and, without limitation, that contained in any Work Request, proposal, contract, requisition, notice to proceed, or any other Project document, this Agreement, and within this Agreement –these General Terms and Conditions, shall take precedence and prevail in enforcement and or clarification. No other representations of any kind, oral or otherwise, have been made. Client and Engineer bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other part, in respect to all covenants of this Agreement; except as above, neither Client nor Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. *Nothing herein shall be construed as creating any personal liability on the part of any owner, officer, employee, or agent of Engineer or Client that may be a part hereto*, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client or Engineer.

4. DISPUTE RESOLUTION: All claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement shall be submitted to arbitration pursuant to the Rules for Commercial Arbitration of the American Arbitration Association. Judgment on any interim or final award rendered by the arbitrator may be entered and enforced in any court of Illinois or the United States District Court for the Northern District of Illinois. The city and state of such arbitration shall be in Chicago, Illinois. Any legal action by either party against the other for any cause or causes, including but not limited to breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred two (2) years from the day after completion of Engineer's services hereunder. **5. GOVERNING LAW:** This Agreement shall be governed and construed in accordance with the laws of the state of Illinois. Client hereby irrevocably consents and submits to the jurisdiction of any State Court of Illinois, or the United States District Court for the Northern District of Illinois and waives any and all objections that it may have to Cook County venue or the issuance of service of process in any such proceedings.

6. ATTORNEY FEES, COSTS AND EXPENSE: In the event either or both Engineer and/or Client, Owner or any other party adverse to Engineer shall institute any action or proceeding against the other relating to the enforcement of this Agreement, any provision hereof, or any default hereunder, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, costs and expenses.

7. SEVERABILITY: Every paragraph, part, term or provision of this Agreement is severable from another. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Agreement shall not be affected thereby but shall remain in full force and effect. The parties further agree to reform these Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

8. SURVIVAL: These terms and conditions, including, without limitation, any expressed limitation of or release from liability, shall survive the completion of Work or termination of this Agreement and shall remain in full force and effect.

9. ASSIGNMENT: Client may not assign rights, duties and liabilities under this Agreement without prior written consent of Engineer.

10. SOLICITATION OF EMPLOYMENT: Neither party shall, during the term of this Agreement or for a period of one hundred eighty (180) days thereafter, directly or indirectly for itself or on behalf of, or in conjunction with, any other person, partnership, corporation, business or organization, solicit, hire, contract with or engage the employment of an employee of the other, unless that party has obtained the written consent of the other to such hiring and that party pays to the other reasonable compensation for disruption to the other's business and the other's cost to replace the lost employee.

END GENERAL TERMS AND CONDITIONS
US1153221

Exhibit A
Project Limits



RESOLUTION NO. 1453

RESOLUTION APPROVING SEVEN AGREEMENTS FOR THE MUSIC ON THE GREEN CONCERT SERIES.

WHEREAS, one of the City's premier events of the year is the Music on the Green Concert Series; and

WHEREAS, the fiscal year 2015-2016 and fiscal year 2016-2017 budgets for community and development include funding for entertainment; and

WHEREAS, the National Park Service has partnered with the City of West Branch and also provides funding for the Music on the Green Concert Series; and

WHEREAS, seven companies have submitted proposed service agreements in the amount of \$3,850.00 to provide these services; and

WHEREAS, it is now necessary to approve said agreements.

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

Passed and approved this 2nd day of May, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



National Park Service
U.S. Department of the Interior

Herbert Hoover National Historic Site
110 Parkside Drive
PO Box 607
West Branch, Iowa 52358

319 643-2541 phone
319 643-7864 fax
www.nps.gov/heho

Herbert Hoover NHS News Release

Release date: Immediate
Contact(s): Adam Prato
Phone number: (319) 643-2541
Date: February 9, 2016

West Branch Doubles “Music on the Village Green” Concert Dates at Herbert Hoover National Historic Site

WEST BRANCH, IOWA— Herbert Hoover National Historic Site, in partnership with the City of West Branch and Main Street West Branch, invites visitors to an expanded series of special musical events this summer. The summer concerts begin with the West Branch High School Jazz Band on Tuesday, May 24.

Then, starting June 2, the concerts continue every Thursday night in June and July. The concerts are free and begin at 7:00 p.m. at Herbert Hoover National Historic Site in West Branch, Iowa. The summer lineup features:

- June 2: Tom Yates (Native American and world flute)
- June 9: The Beggermen (Irish folk)
- June 16: Dandelion Stompers (New Orleans jazz)
- June 23: Cedar County Cobras (Rockabilly, Blues, Bluegrass, and Country blend)
- June 30: Brown Otter Singers Song and Dance (Meskwaki song and dance)
- July 7: Tanya English Band (Blues)
- July 14: Las Guitarras de Mexico (Mariachi)
- July 21: Highway Home (Bluegrass)
- July 28: Flash In A Pan (Folk, Indie rock, and Bluegrass blend)

The outdoor concerts take place on the Village Green at the intersection of Parkside Drive and Main Street in historic downtown West Branch. The Village Green provides a classic small town setting in

page 2

which to enjoy an evening of free entertainment. Ample parking is nearby, and people are encouraged to bring lawn chairs or ground blankets. In inclement weather the performances will be moved across Main Street to the West Branch Town Hall.

Other important dates coming up include Herbert Hoover's Hometown Days celebration this year on Friday, August 5 and Saturday, August 6, 2016. And finally, the annual A Christmas Past event will take place on Friday, December 2 and Saturday, December 3, 2016.

Last year the National Park Service launched its "Find Your Park" campaign which began a two year celebration commemorating its first 100 years of preservation and service to the public. "Find Your Park" is aimed at getting people out to experience all their national parks have to offer and to share their favorite stories about National Parks. Visit www.findyourpark.com to learn more.

Herbert Hoover National Historic Site and the Herbert Hoover Presidential Library and Museum are in West Branch, Iowa at exit 254 off I-80. Both are open daily from 9 a.m. to 5 p.m. Central Time. For more information on these and other events, go online at www.nps.gov/heho or call (319) 643-2541.

- NPS -

January 28, 2016

Melissa Russell
West Branch Park and Recreation Director
201 East Main Street
West Branch, IA 52358

To the City of West Branch,

Cedar County Cobras agrees to perform at the Thursday Night Summer Series for the City of West Branch, IA. The performance will take place June 23rd, 2016 from 7pm-8:15pm. The performers will provide all sound equipment and labor to set-up and perform the show and will arrive by 5:30pm on the day of the performance in order to set up sound equipment. Electricity will be provided by the City of West Branch. Performers will be paid a requested amount of \$350 for the performance, social media advertising, set-up, and tear down. The financial amount may still be negotiated before the time of the performance.

If there are any questions please contact band manager April Dirks at 319-430-2263 or cedarcountycobras@gmail.com.

Thank you,

April Dirks
Band Manager & Performer
Cedar County Cobras

Dandelion Stompers Booking Agreement

This contract, entered into on this January 8, 2016, is for the personal services of the Musicians for the performance described below. The undersigned employer and the undersigned musicians agree and contract as follows:

1. Name of Band: **Dandelion Stompers** (Hereinafter "Musicians")
2. Event Sponsors: **West Branch Park and Recreation** (Hereinafter "Client")
3. Name of Event: **Summer Concert Series**
4. Name and Address of Place of Performance: **Village Green park, Main and Parkside West Branch, IA**
 - a. Rain Location: **Town Hall 201 East Main Street.**
5. Date of Performance: **June 16th, 2016**
6. Time of Performance: **7:00-8:00pm**
7. Guaranteed Wage Agreed Upon: **\$700.00**
8. Deposit: **n/a**
9. Balance of **\$700.00** made in U.S. currency or check at end of performance.
10. If the Musicians do not play as provided above, the Booking Agreement is terminated and the Musicians will not be paid.
11. Additional Terms:
 - a. Musicians will provide and operate all sound equipment.
 - b. Musicians will load-in and sound check at 6:00pm. Load out to follow show.

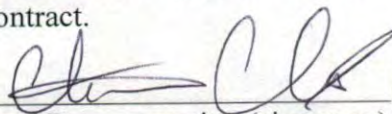
Payment to be made to:

Christopher Clark (or Clark Operatic)
101 Amhurst St. Iowa City, IA 52245
Ph:319-321-0758.

The Employer agrees to be responsible for harm, loss, or damage of any kind to Musician(s) person or property while located at the place of performance (Section 4 herein). The persons signing for Employer and the Musicians agree to be personally, jointly and severally liable for the terms of this contract.

Employer (signature)

Employer name (printed)

 1/8/16

Band Representative (signature)

Christopher Clark

Band Representative (printed)

Mariachi Azteca
ENGAGEMENT CONTRACT

This contract for the personal services of **Mariachi Azteca** outlines the terms and conditions for the engagement described below and is completed on Feb. 11, 2016, by the undersigned purchaser (herein referred to as "Presenter").

Mariachi Azteca, the musicians, are engaged on the terms and conditions on the face hereof. The Leader represents that the musicians designated have agreed to be bound by stated terms and conditions. Each musician, upon acceptance, is bound by stated terms and conditions. The musicians each agree to render service under the agreement signed below by the Leader.

Name and address of place of performance: **Herbert Hoover National Historic Site**
Village Green
110 S. Parkside
West Branch, IA.

Date(s), starting and finishing time of engagement:
Start @ Thurs. July 14, 2016 7:00pm until 8:00pm

Type of engagement: Stage with PA system/option to walk out into crowd

Fee: \$1200.00 plus mileage (283.8mi) /One Thousand Two Hundred Dollars plus mileage 283.8mi.

-

Additional Terms and Conditions

Total fee of \$1200.00 plus mileage (283.8 mi) due upon arrival payable to John Luna on Thurs. July 14, 2016.

The leader, as agent of presenter, shall guarantee appearance of Mariachi Azteca according to instructions outlined above. This agreement is subject to cancellation by Mariachi Azteca only in circumstances of illness, accident, weather conditions, or other proven impediments and upon immediate notification of presenter.



_____ Presenter signature	_____ Leader's signature
_____ Presenter name (printed)	For Mariachi Azteca
_____ Address	R.J. Hernandez
_____ Telephone	5754 Hamilton Street
	Prole, Iowa, 50229-9049
	(C) 515-371-7547
	(H) 515-981-1100

PERFORMANCE AGREEMENT

Music on the Village Green – Thursday July 7, 2016 City of West Branch and The Tanya English Band

This document outlines the details agreed upon during discussions with Melissa Russell, representing the City of West Branch, and Ed English, representing the Tanya English Band.

The Tanya English Band, to be referred to as “The Band”, is excited to play this family-friendly Series.

The City of West Branch and The Band, have reached the following agreements:

- The Band will perform on the Village Green Gazebo stage. Electricity will be provided.
- The Band will provide sound reinforcement equipment to accommodate an outdoor performance.
- The Band agrees to perform indoors, should the weather be inclement.
West Branch Town Hall – A decision will need to be made by 5:30, day of show.
- The Band will consist of guitar, keyboards, bass guitar and drums, plus vocals.
 - 5:30 - 6:45 Load in/Set up/Sound check
 - 7:00 - 8:15 Performance
 - 8:45 Load out complete

The City has agreed to pay \$600.00 as compensation. Cash is preferred, a check day of show is acceptable. Please let me know if I need to complete any paperwork for payment, IRS 1099, etc.

Do not hesitate to contact me with questions or concerns. I can provide additional bio and band information upon request. You may use photos and descriptions from our Facebook page, below. Please verify any bio and band information ahead of publication, as possible. Thank you.

Sincerely,
M. Edward English for
The Tanya English Band
319.621.6386 cell
unkaled@gmail.com
<https://www.facebook.com/thetanyaenglishband/>

Performance Contract

The City of West Branch, IA, henceforth known as "Client," agrees to hire **Tom Yates**, henceforth known as "Artist," for a performance at **Herbert Hoover National Historic Site** on **June 2, 2016**.

Furthermore, the two parties agree to the following:

Artist will perform flute music at **above site** on **above date**, for a period of **one hour**, beginning at **7 PM**.

.Client will pay Artist **\$100** as compensation for this performance, payable via **check or money order** and at time of performance or mutually agreed-upon payment date.

Setup for the performance will be the responsibility of Artist.
Client will provide performance area and reliable electrical outlet close to performance area.

Artist or Client may cancel the performance up to the time of performance due to dangerous weather conditions, sudden illness, or other acts of God. Artist and Client mutually agree to a rescheduled performance date if conditions prohibit performance on the above date.

This contract is enforceable according to the laws and regulations of the state of Iowa.

Signed this **15** day of **January, 2016**.

Tom Yates

Artist Name

Roger Laughlin, West Branch Mayor

Client Name

Tom Yates

Artist Signature

Client Signature

CONTRACT FOR MUSICAL SERVICES

This Musical Performance Contract (this "Contract") is made effective as of July ²⁸~~14~~, 2016 (the "Effective Date") by and between West Branch City Council ("WBCC"), of 201 East Main Street, West Branch, Iowa 52358, and Max Lipnick (Flash in a Pan) ("Flash"), of 921 East Burlington St., Iowa City, Iowa 52240.

DESCRIPTION OF SERVICES. Beginning on July ²⁸~~14~~, 2016, Flash will provide to WBCC the following musical services (collectively, the "Services"):

Flash will perform at West Branch summer concert series from 7:00pm until 8:00pm.

PERFORMANCE OF SERVICES. (1). Flash shall arrive at least one hour before the starting time to set-up and conduct sound check. Flash shall perform music to suit the right mood of the event. Flash shall have an unlimited collection of songs. Music shall be performed without any significant breaks and throughout the agreed upon period of time. (2). Flash shall have high quality microphone and sound equipment. Flash shall ensure optimum sound blend and reproduction for the venue size. (3). ~~WBCC shall provide dressing room facilities for Flash~~ (4). WBCC shall also provide food and other refreshments for Flash.

PAYMENT. WBCC will pay compensation to Flash for the musical services in the amount of \$500.00. This compensation shall be payable in a lump sum upon completion of the musical services.

TERM. WBCC and Flash agree that this Contract shall commence on the above date and terminate on _____. Said agreement may be extended and/or renewed by agreement of all parties in writing thereafter.

RELATIONSHIP OF PARTIES. It is understood by the parties that Flash is an independent contractor with respect to WBCC, and not an employee of WBCC.

ENTIRE CONTRACT. This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be governed by the laws of the State of Iowa.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

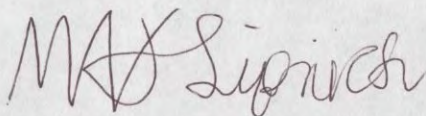
ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SIGNATORIES. This Agreement shall be signed by _____ on behalf of West Branch City Council and by _____ on behalf of Max Lipnick (Flash in a Pan). This Agreement is effective as of the date first above written.

Client:
West Branch City Council

By: _____

Musician:
Max Lipnick (Flash in a Pan)

By:  _____

This was sent to me by The Beggarmen. I'm assuming this is their invoice as requested.

Seth Goodspeed
Protection Park Ranger
Herbert Hoover National Historic Site
319-643-7857

----- Forwarded message -----

From: **Dwolla** <no-reply@dwolla.com>

Date: Fri, Feb 12, 2016 at 6:15 PM

Subject: McGovern Music Studio requests \$400.00 from you

To: "seth_goodspeed@nps.gov" <seth_goodspeed@nps.gov>



You've received a money request.

McGovern Music Studio is requesting \$400.00 from you
through Dwolla (Request ID: 2459025).

June 9 performance by The Beggarmen

Pay now

Questions? Contact us at support@dwolla.com.

NOTICE OF PUBLIC HEARING
ON THE PROPOSED AMENDMENTS TO THE
AMENDED AND RESTATED WEST BRANCH URBAN RENEWAL PLAN

PLEASE BE ADVISED that a public hearing on a proposed amendment to the West Branch Urban Renewal Plan will be held at 7:00 p.m. on Monday, May 2nd, 2016 in the Council Chambers at 110 N. Poplar Street, West Branch, Iowa 52358. A copy of said proposed Amended and Restated West Branch Urban Renewal Plan is on file in the office of the City Clerk.

At the time of said hearing described above, the City Council will receive comments for or against said amendments to the West Branch Urban Renewal Plan. In addition, written comments can be forwarded to the City Clerk at the above address.

/s/_____
Matt Muckler, City Administrator/Clerk

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5127, Coralville, Iowa 52241
Return to: City of West Branch, Iowa, PO Box 218, West Branch, Iowa 52358

RESOLUTION NO. 1454

RESOLUTION APPROVING AND ADOPTING AN AMENDED AND RESTATED URBAN RENEWAL PLAN FOR THE WEST BRANCH URBAN RENEWAL AREA.

WHEREAS, by Resolution No. 343, adopted November 20, 1989, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the West Branch Urban Renewal Plan for the West Branch Urban Renewal Area described therein, which Urban Renewal Plan is on file in the office of the City Clerk; and

WHEREAS, by Resolution No. 427, adopted on July 18, 1994, this Council found and determined that certain additional areas located within the City should be included within the West Branch Urban Renewal Area, namely the 1994 Addition to the foregoing Urban Renewal Plan, which 1994 Addition is on file in the office of the City Clerk; and

WHEREAS, by Resolution No. 649, adopted on October 7, 2002, this Council found and determined that certain additional areas located within the City should be included within the West Branch Urban Renewal Area (2002 Addition), which 2002 Addition is on file in the office of the Johnson County Recorder; and

WHEREAS, the West Branch Urban Renewal Area, as so amended, includes and consists of the following:

Original Area Description

Tract A:

The West 259.00 feet of a parcel of land in the north ½ of the SW ¼ of Section 8, Township 79 North, Range 4 West of the 5th P.M. in Cedar County, Iowa as recorded in Plat Book 5, page 320 in the Auditor's Office of Cedar County, Iowa, except the south 40.00 feet thereof more particularly described as follows: Commencing at a point of reference at the southwest corner of the north ½ of the SW ¼ of Section 8; thence north 90° 00' 00" E, 50.00 feet along the south line of said north ½ to a found 5/8" iron pin at a point of intersection with the easterly right-of-way line with County Road "D"; thence N 0° 33' 00" W, 304.00 feet along the easterly right-of-way line to an iron pin being the point of beginning of Parcel "A"; thence N 90° 00' 00" E, 259.00 feet to an iron pin; thence N 0° 33' 00" W, 585.25 feet to an iron pin along the southerly right-of-way line of Interstate 80; thence S 74° 51' 00" W, 215.9 feet along the southerly right-of-way line to an iron rail; thence S 24° 43' 00" W, 118.90 feet along said southerly right-of-way line to an iron rail along the easterly right-of-way line of County Road "D"; thence S 0° 33' 0" E, 421.00 feet to the point of beginning, and also

Tract B:

Also a parcel of land in the SE corner of said recorded plat in Plat Book 5, page 320 more particularly described as follows: Commencing at a point of reference at the SW corner of the north ½ of the SW ¼ of Section 8, Township 79 North, Range 4 West of the 5th P.M. in Cedar County, Iowa; thence N 90° 00' 00" E, 50.00 feet along the south line of said north ½ to a found 5/8" iron pin at the point of intersection with the easterly right-of-way line of County Road "D"; thence N 0° 33' 00" W, 264.00 feet along said easterly right-of-way line to a found 5/8" iron pin; thence N 90° 00' 00" E, 453.19 feet to an iron pin being the point of beginning of Parcel "B"; thence N 90° 00' 00" E, 465.98 feet to a found 5/8" iron pin; thence N 31° 21' 00" W, 270.20 feet to an iron pin; thence S 54° 39' 30" W, 398.92 feet to the point of beginning, subject to easements and restrictions of record.

Tract C:

A tract of land located in the SW ¼ and the SW ¼ of Section 8, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa, and more particularly described as follows: Commencing at the southwest corner of the SE ¼ of said Section 8; thence N 00° 21' West (assumed bearing 1805.0 feet on the west line of the SE ¼ of said Section 8) to the point of beginning of the tract herein described; thence N 90° 00' West 1717.4 feet; thence North 00° 33' West 380.00 feet; thence S 74° 51' W, 350.0 feet; thence N 00° 33' W, 213.5 feet to the intersection with the southerly right-of-way of Interstate 80; thence N 74° 51' East 668.1 feet along said southerly right-of-way line; thence N 81° 36' E, 228.5 feet along said southerly right-of-way; thence N 88° 47' East 1122.8 feet along said southerly right-of-way; thence S 36° 10' East 107.6 feet to a point on the east line of the SW ¼ of said Section 8 and a point 50 feet radially distant westerly of the centerline of the C.R.I. & P. Railroad, said point being on the westerly right-of-way of said Railroad and the beginning of an 11,904.3 foot radius non-tangent curve whose center bears N 53° 04' 17" E; thence southerly along said curve and said right-of-way through a central angle of 04° 00' 11" an arc distance of 831.71 feet; thence N 90° 00' W, 518.6 feet to the point of beginning. Said tract contains 33.1 acres.

Tract D:

Commencing at the SW corner of the north ½ of the SW ¼ of Section 8, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa, thence in an easterly direction along the south line of the north ½ of the SW ¼ of said Section 8 a distance of 50 feet to a point on the east right-of-way line of County Road “D” and the point of beginning of the tract herein described; thence continuing in an easterly direction along the said south line of the north half of the SW ¼ of said Section 8, a distance of 1,119.17 feet to a point; thence in a northerly direction along a line which is parallel with the west line of the north ½ of the SW ¼ of said Section 8, a distance of 264.00 feet to a point; thence in a westerly direction along a line parallel with the south line of the north ½ of the SW ¼ of said Section 8, a distance of 1,119.17 feet to a point on the east right-of-way line of County Road “D”; thence in a southerly direction along said east right-of-way line of County Road “D” a distance of 264.00 feet to the point of beginning, containing 6 acres more or less, subject to zoning, easements of record, if any, public roads, and real estate taxes for 1971 and succeeding years.

1994 Addition Area Description

Part A:

Deleted by this Amended and Restated Urban Renewal Plan.

Part B:

All of the right-of-way of Main Street within the City of West Branch to the east of the westerly boundary of Cedar Addition Part Two;

Part C:

All of the right-of-way of North Second Street between Main and College Street; all of the right-of-way of College Street between North Second Street and North Fourth Street;

Part D:

All property located in an area bounded on the south by a line extended of west of the northern right-of-way boundary of Orange Street to the Hoover Trail; bounded to the west and including the former Railroad right-of-way, Hoover Trail and the eastern right-of-way line of Downey Street, bounded to the north by the West Branch Corporate Limits and bounded to the east and including all of the right-of-way of North Fourth Street north of College Street; these properties described as follows:

Sidwell Parcel Numbers 13-05-100-001; 13-05-100-004; 13-05-302-003; 13-05-302-004, 13-05-302-005, 13-05-302-006; 13-05-302-007; 13-05-302-008; 13-05-302-009 and Sidwell Parcel Numbers 13-05-353-001 Hawkeye Land Co.; 13-05-335-027 Hoover Trail, Inc.; 13-05-352-013 Hoover Trail, Inc.; 13-05-352-015 Private Owner; 13-05-302-001 Former RR, owner unknown; 13-05-302-002 Former RR, owner unknown; 13-05-301-004 Hoover Trail, Inc.; and an unnumbered parcel running parallel to Parcel 13-05-301-004 on its east side and part of the former railroad properties.

Part E

All of the City of West Branch right-of-way of Poplar Street south of Main Street.

Part F:

All of the City of West Branch right-of-way of both Downey Street north of the northwest corner of Lacina Subdivision connecting to and including Parkside Drive north to Main Street.

Part G:

All of the property of the City of West Branch Sewage Treatment Lagoon site described as Parcel No. 13-08-400-005.

2002 Addition Area Description

The NW ¼ of the NW ¼ of Section 17, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa; the NE ¼ of the NW ¼ of Section 17, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa; the SW ¼ of the NE ¼ of Section 17, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa; and the North sixty (60) acres in the south ½ of the NW ¼ of Section 17, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa; and

WHEREAS, City Staff has caused there to be prepared an Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area, a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to specifically outline projects to be constructed or which the City will cause to be constructed in said West Branch Urban Renewal Area; and

WHEREAS, it is desirable that these areas be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, adoption of the Amended and Restated Plan for the West Branch Urban Renewal Area is in conformity with the general plan for development of the City as a whole; and

WHEREAS, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area and the division of revenue described therein, and that notice of said consultation and a copy of the proposed Amended and Restated Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in this report of the City Administrator filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution, this Council also set a public hearing on the adoption of the Amended and Restated Plan for the West Branch Urban Renewal Area for this meeting of the Council, and due and proper notice of said public hearing was given, as provided by law, by timely publication in the West Branch Times, which notice set forth the time and place for this hearing and nature and purpose thereof; and

WHEREAS, in accordance with said notice, all persons or organizations desiring to be heard on said proposed Amended and Restated Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and said public hearing has been closed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF WEST BRANCH, IOWA:

Section 1. That the findings and conclusions set forth or contained in Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area concerning the area of the City of West Branch, Iowa described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of the Council for this area.

Section 2. This Council further finds:

- a. That the Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area of the City of West Branch, Iowa, conform to the general plan for the development of the City as a whole; and
- b. As to those areas of open land to be included within the West Branch Urban Renewal Area to be acquired by the City:
 - i. With reference to those portions thereof which are to be developed for non-residential uses, the City Council hereby determines that such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Amended and Restated Plan for the West Branch Urban Renewal Area of the City of West Branch, Iowa, be and the same is hereby approved and adopted as the “Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area for the City of West Branch, Iowa”; said Amended and Restated Urban Renewal Plan is hereby in all respects approved.

Section 4. That the Amended and Restated Urban Renewal Plan for the West Branch Urban Renewal Area shall be in full force and effect from the date of this Resolution until the later of the date of termination set forth in the Plan as so amended, or the date on which payment of all obligations issued or advances made to carry out the purposes thereof shall be fully provided for. Said Amended and Restated Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this resolution, to the Recorder for Cedar County, Iowa, to be filed and recorded in the manner provided by law.

Passed and approved this 2nd day of May, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

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

West Branch Urban Renewal Plan

Amended and Restated

City of West Branch, Iowa

Prepared by the City of West Branch
May, 2016

TABLE OF CONTENTS

- I. Introduction
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I. INTRODUCTION

The purpose of the West Branch Urban Renewal Plan (“the Plan”) is to encourage the continued stability and vitality of the economic well being of the City of West Branch through economic development.

The primary goals of the plan are to stimulate, through public action and commitments, private investments and developments within the area, including, but not limited; commercial, industrial and retail activities and surrounding municipal facilities. In order to achieve the objectives of the West Branch Urban Renewal Plan, the City of West Branch will undertake the urban renewal actions specified in this Plan, pursuant to the powers granted to it under chapter 403 of the Iowa Code, Urban Renewal Law, and Chapter 15A of the Iowa Code.

II. URBAN RENEWAL PLAN OBJECTIVES

The overall goal of the West Branch Urban Renewal Plan, as amended from time to time, is to encourage economic development by providing infrastructure improvements to accommodate development of commercial and industrial uses in the City of West Branch.

The following objectives have been established for this Urban Renewal Area:

- A. To preserve and create an environment within the area which will protect the health, safety and general welfare of the residents of West Branch.
- B. To provide a safe and efficient circulation system for both vehicles and pedestrian linkages.
- C. To encourage attractive, convenient, and suitable development.
- D. To ensure that the area is adequately served with public utilities and streets; including storm and sanitary sewers, water, power, gas and telephone.
- E. To facilitate the development and maintenance of open spaces, park spaces, and recreational facilities and opportunities for its citizens and the businesses located in said Urban Renewal Area.

III. DISTRICT BOUNDARIES

1989 West Branch Urban Renewal Area

Tract A:

The West 259.00 feet of a parcel of land in the north ½ of the SW ¼ of Section 8, Township 79 North, Range 4 West of the 5th P.M. in Cedar County, Iowa as recorded in Plat Book 5, page 320 in the Auditor's Office of Cedar County, Iowa, except the south 40.00 feet thereof more particularly described as follows: Commencing at a point of reference at the southwest corner of the north ½ of the SW ¼ of Section 8; thence north 90° 00' 00" E, 50.00 feet along the south line of said north ½ to a found 5/8" iron pin at a point of intersection with the easterly right-of-way line with County Road "D"; thence N 0° 33' 00" W, 304.00 feet along the easterly right-of-way line to an iron pin being the point of beginning of Parcel "A"; thence N 90° 00' 00" E, 259.00 feet to an iron pin; thence N 0° 33' 00" W, 585.25 feet to an iron pin along the southerly right-of-way line of Interstate 80; thence S 74° 51' 00" W, 215.9 feet along the southerly right-of-way line to an iron rail; thence S 24° 43' 00" W, 118.90 feet along said southerly right-of-way line to an iron rail along the easterly right-of-way line of County Road "D"; thence S 0° 33' 00" E, 421.00 feet to the point of beginning, and also

Tract B:

Also a parcel of land in the SE corner of said recorded plat in Plat Book 5, page 320 more particularly described as follows: Commencing at a point of reference at the SW corner of the north ½ of the SW ¼ of Section 8, Township 79 North, Range 4 West of the 5th P.M. in Cedar County, Iowa; thence N 90° 00' 00" E, 50.00 feet along the south line of said north ½ to a found 5/8" iron pin at the point of intersection with the easterly right-of-way line of County Road "D"; thence N 0° 33' 00" W, 264.00 feet along said easterly right-of-way line to a found 5/8" iron pin; thence N 90° 00' 00" E, 453.19 feet to an iron pin being the point of beginning of Parcel "B"; thence N 90° 00' 00" E, 465.98 feet to a found 5/8" iron pin; thence N 31° 21' 00" W, 270.20 feet to an iron pin; thence S 54° 39' 30" W, 398.92 feet to the point of beginning, subject to easements and restrictions of record.

Tract C:

A tract of land located in the SW ¼ and the SW ¼ of Section 8, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa, and more particularly described as follows: Commencing at the southwest corner of the SE ¼ of said Section 8; thence N 00° 21' West (assumed bearing 1805.0 feet on the west line of the SE ¼ of said Section 8) to the point of beginning of the tract herein described; thence N 90° 00' West 1717.4 feet; thence North 00° 33' West 380.00 feet; thence S 74° 51' W, 350.0 feet; thence N 00° 33' W, 213.5 feet to the intersection with the southerly right-of-way of Interstate 80; thence N 74° 51' East 668.1 feet along said southerly right-of-way line; thence N 81° 36' E, 228.5 feet along said southerly right-of-way; thence N 88° 47' East 1122.8 feet along said southerly right-of-way; thence S 36° 10' East 107.6 feet to a point on the east line of the SW ¼ of said Section 8 and a point 50 feet radially distant westerly of the centerline of the C.R.I. & P. Railroad, said point being on the westerly right-of-way of said Railroad and the beginning of an 11,904.3 foot radius non-tangent curve whose center bears N 53° 04' 17" E; thence southerly along

said curve and said right-of-way through a central angle of 04° 00' 11" an arc distance of 831.71 feet; thence N 90° 00' W, 518.6 feet to the point of beginning. Said tract contains 33.1 acres.

Tract D:

Commencing at the SW corner of the north ½ of the SW ¼ of Section 8, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa, thence in an easterly direction along the south line of the north ½ of the SW ¼ of said Section 8 a distance of 50 feet to a point on the east right-of-way line of County Road "D" and the point of beginning of the tract herein described; thence continuing in an easterly direction along the said south line of the north half of the SW ¼ of said Section 8, a distance of 1,119.17 feet to a point; thence in a northerly direction along a line which is parallel with the west line of the north ½ of the SW ¼ of said Section 8, a distance of 264.00 feet to a point; thence in a westerly direction along a line parallel with the south line of the north ½ of the SW ¼ of said Section 8, a distance of 1,119.17 feet to a point on the east right-of-way line of County Road "D"; thence in a southerly direction along said east right-of-way line of County Road "D" a distance of 264.00 feet to the point of beginning, containing 6 acres more or less, subject to zoning, easements of record, if any, public roads, and real estate taxes for 1971 and succeeding years.

1994 Amendment to West Branch Urban Renewal Area

Part A:

Deleted by this Amended and Restated Urban Renewal Plan.

Part B:

All of the right-of-way of Main Street within the City of West Branch to the east of the westerly boundary of Cedar Addition Part Two;

Part C:

All of the right-of-way of North Second Street between Main and College Street; all of the right-of-way of College Street between North Second Street and North Fourth Street;

Part D:

All property located in an area bounded on the south by a line extended of west of the northern right-of-way boundary of Orange Street to the Hoover Trail; bounded to the west and including the former Railroad right-of-way, Hoover Trail and the eastern right-of-way line of Downey Street, bounded to the north by the West Branch Corporate Limits and bounded to the east and including all of the right-of-way of North Fourth Street north of College Street; these properties described as follows:

Sidwell Parcel Numbers 13-05-100-001; 13-05-100-004; 13-05-302-003; 13-05-302-004, 13-05-302-005, 13-05-302-006; 13-05-302-007; 13-05-302-008; 13-05-302-009 and Sidwell Parcel Numbers 13-05-353-001 Hawkeye Land Co.; 13-05-335-027 Hoover Trail, Inc.; 13-05-352-013 Hoover Trail, Inc.; 13-05-352-015 Private Owner; 13-05-302-001 Former RR, owner unknown; 13-05-302-002 Former RR, owner unknown; 13-05-301-004 Hoover Trail, Inc.; and an unnumbered parcel running parallel to Parcel 13-05-301-004 on its east side and part of the former railroad properties.

Part E

All of the City of West Branch right-of-way of Poplar Street south of Main Street.

Part F:

All of the City of West Branch right-of-way of both Downey Street north of the northwest corner of Lacina Subdivision connecting to and including Parkside Drive north to Main Street.

Part G:

All of the property of the City of West Branch Sewage Treatment Lagoon site described as Parcel No. 13-08-400-005.

2002 Amendment to the West Branch Urban Renewal Area

The NW ¼ of the NW ¼ of Section 17, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa; the NE ¼ of the NW ¼ of Section 17, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa; the SW ¼ of the NE ¼ of Section 17, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa; and the North sixty (60) acres in the south ½ of the NW ¼ of Section 17, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa.

2014 Amendment to the West Branch Urban Renewal Area

The right of way of West Main Street from the corporate limits easterly to the existing boundary of said Urban Renewal Area; and

The right-of-way of Cedar-Johnson Road from its intersection with West Main Street northerly to the corporate limits of the City; and

The NW1/4 of the SE 1/4 of Section 6, Township 79 North, Range 4 West of the 5th P.M., West Branch, Cedar County, Iowa, except the following:

1. The east 300.17 feet of the north 1161.51 feet thereof; and
2. That part of Pedersen Valley, Part Two, Addition to West Branch, Cedar County, Iowa, located therein; and
3. That part of Pedersen Valley, Part Four, Addition to West Branch, Cedar County, Iowa, located therein; and
4. Commencing at the NE corner of said Pedersen Valley, Part Four, Addition to West Branch, Cedar County, Iowa, thence South 88°40'44"W, 166.43 feet along the North line of said Pedersen Valley, Part Four, to the west line of the SE 1/4 of said Section 6, thence North 01° 17'36"W, 313.89 feet, thence N 86°39'40"E, 166.38 feet, thence S 01°19'16"E, 319.75 feet to the point of beginning,

Said parcels now being referred to as the "May 2014 Parcels."

IV. PUBLIC PURPOSE ACTIVITIES

To meet the objectives of the Plan Amendment, the City of West Branch is prepared to initiate and support development through the following public purpose activities:

- Pre-development planning, including feasibility analysis and engineering, and consulting;
- Installation, construction and reconstruction of streets, utilities (including water, sanitary sewer systems and storm sewer systems), parking facilities, park spaces, open spaces, recreational trails and facilities, and other public improvements, including but not limited to the streetscape improvements;
- Site preparation, including planning, design, and engineering;
- Environmental Assessment and remediation and related purposes;
- Acquisition, sale or lease of real property for development purposes;
- Provide financial assistance for eligible public and private development and development efforts;
- Library;
- Community Center.

All public purpose activities shall meet the development restrictions and limitations placed upon it by the Plan.

V. DEVELOPMENT AREA

Land Use Development and Redevelopment Requirements:

The intent of the West Branch Urban Area is to promote the development and redevelopment of quality commercial and industrial uses in the Area.

Land Use and Zoning

The Zoning Map for the City of West Branch is attached hereto as Attachment “B”. The major land use categories in the Urban Renewal Areas are public, industrial and commercial uses.

I-2 Industrial Zoning District.

- A. Permitted Uses. Any uses allowed in an I-1 Industrial Zoning District
- B. Special Exception Uses. The following uses are allowed by Special Exception from the Zoning Board of Adjustment. These uses are manufacturing, fabricating and processing which has not previously been listed provided the proposed use will not constitute a fire hazard or emit objectionable smoke, noise, vibration, odor or dust.

HCI – Highway Commercial Industrial District.

- A. Permitted Uses.
 - 1. Tow Truck service business and impound lots, with restrictions
 - 2. Uses allowed in a B-2 District
 - 3. Uses allowed in an I-1 District
- B. The signage for the District shall be governed by Section 306B of the Code of Iowa.
- C. The regulations of the B-2 District shall apply for B-2 uses, except no rear or side yards are required.
- D. The regulations of the I-1 District shall apply for I-1 uses, except no rear or side yards are required.

Planning and Design Criteria

Except as specifically contemplated above, the bulk standards, parking requirements and signage restrictions established within the City of West Branch's Zoning Ordinance for applicable zoning districts shall apply to all development and redevelopment activities. Specific design standards applicable to the West Branch Development Area may also be developed to ensure compatible development of the area.

The planning criteria to be used to guide the physical development of the West Branch Development Area are those standards and guidelines contained within the City of West Branch's Zoning Ordinance, the West Branch Community Plan and other local, state, and federal codes and ordinances

VI. URBAN RENEWAL PROJECTS

The urban renewal powers to be exercised to achieve the objectives of the plan include, without limitation, provision of public improvements and facilities, dedication of public right of way, the establishment and enforcement of controls, standards and restrictions on land use, building and signage, arrangement of financing and any other activity pertaining to planning and implementing an urban renewal project authorized under the Urban Renewal Law of the State of Iowa.

. Proposed Activities

1. Improvement, installation, construction and reconstruction of curbs and gutters, sidewalks, landscaping, lighting, signage, water mains, storm sewer mains and detention facilities, and sanitary sewer mains within the area.
2. Acquisition of property for public improvements and private development and redevelopment.
3. Demolition and clearance of improvements not compatible with or necessary for future public, commercial, and or industrial redevelopment.
4. Disposition of any property acquired in the Urban Renewal Area, including without limitation, sale and initial leasing or retention by the City itself, at such property's fair market value.
5. Building and maintenance of recreational facilities and other public improvements, including, but not limited to, open spaces, park spaces, a community center, library, athletic fields, parking facilities and landscaping.

The following projects will be paid for using monies generated from the tax increment pursuant to Chapter 403 of the Code of Iowa:

- 1) Procter & Gamble Hair Care, LLC, Phases 2 and 3 (abatment only)
- 2) Water Tower #2 (\$481,373)
- 3) Casey's Marketing Company TIF Rebate Agreement (\$512,709.25)
- 4) South Downey Road Improvements Project (\$1,500,000)
- 5) Parkside Drive Road Improvements Project (\$118,708)
- 6) Tidewater Drive Road Improvements Project (\$200,000)
- 7) Pedersen Valley Park and Recreation & Library Complex (\$2,300,000). The City purchased 18.6 acres of land in Pedersen Valley for the purpose of providing community members with a community park, called for in the West Branch Comprehensive Plan, amended April 1, 2013. This project will construct athletic fields, concession stand, restrooms, trails and community center for a total cost of \$7,000,000. The TIF contribution will be capped at \$2,300,000. TIF revenues would only be

appropriated for the street and utility portions of the project to include water, sewer and stormwater. No TIF funds will be used on any public buildings, ball fields or trails.

The City is proposing to use incremental property tax revenues to pay for approximately 33% of the Project, and proposed to use monies from the Local Option Sales Tax and a Bond Referendum to fund the additional pieces. This project is only feasible if the city uses tax increment revenues to fund a portion of the Project. The LOST will generate \$1,700,000. To fund the rest with GO Bond revenues would raise the City's property taxes by 25.75%, which is not feasible. The TIF revenues are the final piece of funding. If the bond referendum or LOST does not pass through city voters, the TIF funding will still be capped at \$2,300,000, which means the entire project does not get constructed.

- 8) Fawcett Drive Road Improvements Project (\$1,000,000)
- 9) Slach's Commercial Subdivision Project (\$1,000,000)
- 10) Tidewater Rebate Agreement (\$100,000)
- 11) Acciona legal fees and administrative costs (\$250,000)
- 12) Johnson-Cedar Road (\$2,500,000)
- 13) 4th Street Reconstruction Phase 2 (\$750,000)
- 14) Downtown East Redevelopment Project (\$400,000)

B. Standards and restrictions

All development in the urban renewal area will comply with existing zoning, subdivision and building code ordinances.

C. Special Financing Activities

To meet the objectives of this Amended and Restated Urban Renewal Plan and to encourage the development of the Urban Renewal Area and private investment therein, the City of West Branch is prepared to provide financial assistance to qualified industries and businesses through the making of loans or grants under chapter 15A of the Iowa Code and through the use of tax increment financing under 403 of the Iowa Code.

1. Chapter 15A Loan or Grants

The City of West Branch has determined that the making of loans or grants of public funds to industries and businesses within the Urban Renewal Area may be necessary to aid in the planning, undertaking, and carrying out of the urban renewal projects authorized under this Urban Renewal Plan within the meaning of Section 384.24(3) of the Iowa Code.

2. Tax Increment Financing

The City of West Branch is prepared to utilize tax increment financing as a means of financing the development costs associated with the development

of the Urban Renewal Area. Bonds or notes may be issued by the City under the authority of section 403.9 of the Iowa Code (tax increment revenue bonds), section 384.24A (loan agreements), or section 384.24(3)(q) and Section 403.12 (general obligation bonds) and tax increment reimbursement may be sought for, among other things, the following costs (if and to the extent incurred by the city):

- A. The construction of public improvements, such as streets and bridges, sanitary sewers, storm sewers, water mains, sidewalks, or streetscape in the Urban Renewal Area;
 - B. Acquisition and preparation of land for development and redevelopment by private developers and the City;
 - C. Acquisition and development of open spaces and park spaces for the benefit of the citizens of West Branch;
 - D. The making of loans or grants to industries and businesses under 15A of the Iowa Code, including debt service payments on any bonds or notes issued to finance such loans or grants; and
 - E. Providing the local matching share for CEBA, RISE. IEDA or other state and federal grants and loans.
3. Attachment A (Urban Renewal Areas), Attachment B (Current Zoning), and Attachment C (List of Obligations) of the West Branch Urban Renewal Plan are hereby amended to be included to the existing exhibits to the Urban Renewal Development Area.

All other provisions of the West Branch Urban Renewal Plan, as amended, shall remain in full force and effect as provided therein.

VII. FINANCING ACTIVITIES

The City of West Branch intends to utilize the various financing tools to finance physical improvements within the Urban Renewal Area. These include:

A. Tax Increment Financing

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment mechanism (TIF) to finance the costs of public improvements associated with redevelopment projects. Upon creation of a tax increment district, the assessment base is frozen and the same amount of the tax revenue collected just prior to the creation of the district is segregated in a separate fund for the benefit of each taxing jurisdiction. The increased taxes generated by any development that takes place in the tax increment district after the TIF establishment date is placed in a special fund to pay the indebtedness incurred by the City in furtherance of an urban renewal project. Once such indebtedness is retired, the taxing jurisdiction may collect its proportionate share of the increased tax revenue generated from the district.

B. General Obligation Bonds

Under Sections 384.23-384.36 of the Iowa Code, the City has the authority to issue and sell G.O. bonds for the specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Urban Renewal Area. Such bonds are payable from the levy of taxes on all taxable property within the City of West Branch.

C. Proposed Amount of Indebtedness

At this time the extent of improvements and new development within the Urban Renewal Area is only generally known. At such, the amount and duration of use of the tax increment revenues for public improvements and or private improvements can only be estimated. The actual use and amount of tax increment revenues to be used by the City of district activities will be determined at the time specific development is proposed.

It is anticipated that the maximum amount of indebtedness, including principal, interest and City advances, which will qualify for tax increment revenue reimbursement during the duration of this Plan, including acquisition, public improvements and private development assistance, will not exceed \$5,000,000.00.

At the time of adoption of the Plan, the City of West Branch's current general obligation debt is \$3,798,132 (a list of general obligations is found on Attachment C) and the applicable constitutional debt limit is \$9,174,616.

VIII. STATE AND LOCAL REQUIREMENTS

The City of West Branch in the adoption of this AMENDED AND RESTATED URBAN RENEWAL PLAN and its supporting documents has complied with all provisions necessary to conform to state and local law.

IX. DURATION OF THE APPROVED URBAN RENEWAL PLAN

This Amended and Restated West Branch Urban Renewal Plan and West Branch Urban Renewal Areas shall remain in full force and effect and will continue until such time that the City of West Branch has received full reimbursement from all incremental taxes of its advances, principal, and interest payable on all Tax Increment Financing or general obligations issues to carry out the objectives and projects of the area.

X. SEVERABILITY

In the event that one or more provisions contained in this Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, unauthorized, or unenforceability shall not effect any other provision of this Plan and this Plan shall be construed and implemented as if such provision had never been contained herein.

XI. AMENDMENT OF THE APPROVED URBAN RENEWAL PLAN

This Plan may be amended by the City Council from time to time to respond to development opportunities. Any such amendment shall be completed in accordance with Chapter 403 of the Iowa Code, Urban Renewal Law.

XII. ATTACHMENTS

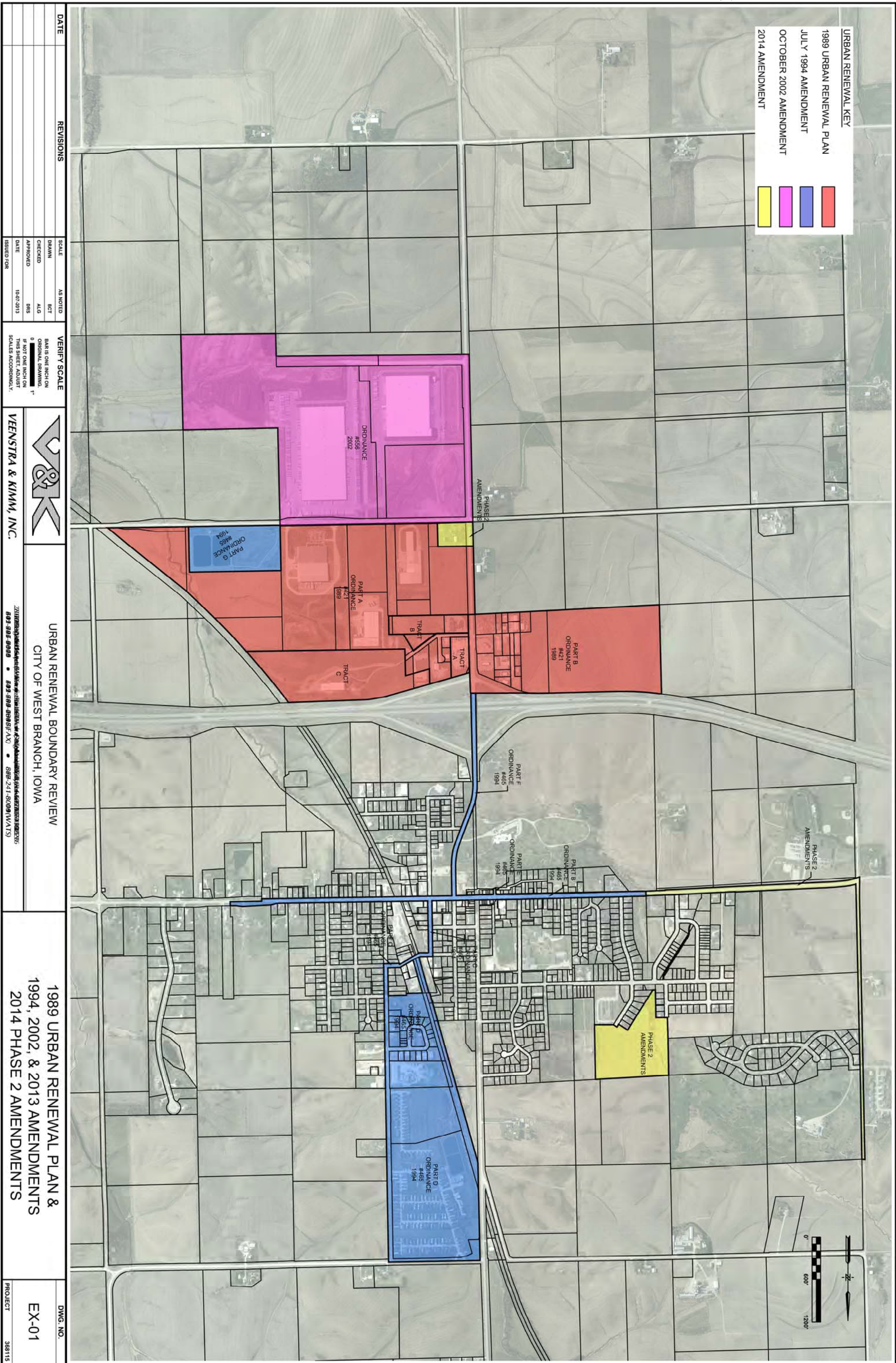
- A. Urban Renewal District Location Map
- B. Zoning Map
- C. List of Obligations

ATTACHMENT A – URBAN RENEWAL AREA MAPS

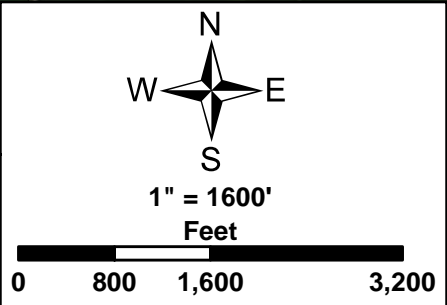
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FILE PATH: Z:\WEST BRANCH 368115 URBAN RENEWAL BOUNDARY REVIEW\DRAWINGS\DESIGN DRAWINGS\URBAN RENEWAL BOUNDARY

PLOTTED: Friday, April 25, 2014 11:40:48 AM



ATTACHMENT B – WEST BRANCH ZONING MAP



LEGEND

ZONING DISTRICTS

A-1	AGRICULTURAL DISTRICT
R-1	SINGLE FAMILY RESIDENCE DISTRICT
R-2	TWO FAMILY RESIDENCE DISTRICT
R-3	MULTIPLE RESIDENCE DISTRICT
RB-1	RESIDENCE/BUSINESS DISTRICT
B-1	BUSINESS DISTRICT
B-2	BUSINESS DISTRICT
CB-1	CENTRAL BUSINESS DISTRICT
CB-2	CENTRAL BUSINESS DISTRICT
HCI	HIGHWAY COMMERCIAL INDUSTRIAL DISTRICT
I-1	INDUSTRIAL DISTRICT
I-2	INDUSTRIAL DISTRICT
CI-2	CENTRAL INDUSTRIAL DISTRICT
P-1	PUBLIC USE DISTRICT



VEENSTRA & KIMM, INC.

PROJECT NO. 368100
MARCH 13, 2014

*ZONING MAP
CITY OF WEST BRANCH, IOWA*

Source: swisstopo, and the GIS User Community

ATTACHMENT C – LIST OF OBLIGATIONS

Debt Limit.

The amount of general obligation debt a political subdivision of the State of Iowa can incur is controlled by the constitutional debt limit, which is an amount equal to 5% of the actual taxable value of property within the corporate limits, taken from the last County tax list. The issuer's debt limit, based upon said valuation, amounts to the following:

100% Valuation by Individual
Levy Authority as of 1/1/2012

\$ 183,492,329
X 5%

Statutory Debt Limit

\$ 9,174,616

General Obligation Bonds	\$ 2,624,432
Water Revenue Bonds	\$ 673,000
Loan Agreement – Streetsweeper/Skid	\$ 149,364
Loan Agreement – Lawsuit Settlement	\$ 156,855
Loan Agreement – Fire Station Expansion	\$ 194,481

Total debt subject to limit \$ 3,125,132

Percentage of debt limit consumed 34.1%

RESOLUTION NO. 1455

RESOLUTION APPROVING A LAND EXCHANGE AGREEMENT WITH CROELL REDI-MIX, INC.

WHEREAS, Croell Redi-Mix, Inc. (“Croell”) is located adjacent to E. Main Street in the City; and

WHEREAS, Croell and the City were both interested in moving Croell’s operations to an area of the City that would benefit Croell’s operations and also open up property for redevelopment off of Main Street; and

WHEREAS, to that end, the City has negotiated a Purchase Agreement with Rummells Farms, Inc. to acquire an approximate 12-acre parcel off of Fawcett Drive; and

WHEREAS, the City Attorney has negotiated a Land Exchange Agreement whereby the City will convey 8 acres of the said parcel to Croell for the relocation and reconstruction of its Main Street operations; and

WHEREAS, in exchange for conveying said 8-acre to Croell, Croell will convey its Main Street property to the City of West Branch.

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

Passed and approved this 2nd day of May, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

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

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT (the "Agreement") entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358, hereinafter referred to as the "City"; and Croell Redi-Mix, Inc., an Iowa corporation, 2010 Kenwood Avenue, New Hampton, Iowa 50659, hereafter referred to as "Croell."

WHEREAS, Croell is the owner of that certain real property generally referred to as 325 E. Green Street in West Branch, Iowa, where it operates a concrete batch plant, the legal description being shown on Exhibit "A" attached hereto (the "Croell Property"); and

WHEREAS, the City has under contract to purchase that approximate 12.11-acre parcel generally referred to as 145 Fawcett Drive, and legally described as Lot 4, Rummells Commercial Subdivision, West Branch, Iowa (the "City Property"); and

WHEREAS, the City desires to acquire the Croell Property for future redevelopment of the downtown area of the City; and

WHEREAS, to that end, Croell and the City have agreed to exchange the Croell Property for a portion of the City Property consisting of the rear or North eight (8) acres of the City Property, as shown on Exhibit "B" attached hereto (the "Croell Relocation Property");

WHEREAS and the City is acquiring the Croell Property for public purposes through the power of eminent domain and a Declaration of Value will not be required to be filed along with the deed of conveyance from Croell to the City; and

WHEREAS, the parties now desire to submit to writing the terms and conditions of this land exchange between the parties.

NOW, THEREFORE, for the parties' mutual consideration and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. City Obligations.

1. The City shall enter into an agreement with Rummells Farms, Inc. or any successor in interest to Rummells Farms, Inc., to purchase the City Property and shall pay all expenses associated with said purchase.

2. At the City's expense, the City shall cause a licensed engineer to subdivide the City Property such that the Croell Relocation Property shall become a separate legal parcel with a separate legal description, capable of being legally conveyed from the City to Croell. The plat of survey of such subdivision will be reviewed and approved by both parties prior to its final approval and recording, and shall be prepared and approved in accordance with all legal requirements

3. That the City shall hold a public hearing for disposition of the Croell Relocation Property, pursuant to Section 364.7 of the Code of Iowa, to convey the Croell Relocation Property to Croell in accordance with the terms of this Agreement, Iowa law and the Iowa Land Title Standards.

4. That the City shall have the option, at its sole cost and expense, to cause a Phase I environmental analysis and, if deemed necessary, a Phase II environmental analysis to be completed on the Croell Property. The City shall provide Croell with copies of all reports resulting from said analyses. Croell shall execute any reasonable access agreements needed by the City's consultants to perform said Phase I and Phase II testing.

5. The City represents and warrants to Croell that the Croell Relocation Property will have the proper zoning classification and all other authorization necessary, excepting therefrom the provisions of B.3 and obtaining a building permit, from the City to permit Croell to construct and operate a ready mix plant thereon as well as any other operations and activities currently conducted by Croell on the Croell Property.

B. Croell Obligations.

1. Notwithstanding anything herein to the contrary, the City acknowledges and agrees that the City and the City's representatives have, or prior to conveyance of the Croell Property to the City will have, fully inspected the Property, or have been provided with an adequate opportunity to do so, and that upon such conveyance the City will accept the Croell Property and all improvements thereon in their "AS IS, WHERE IS" condition "WITH ALL FAULTS", subject to Croell's right to remove the exiting ready mix plant, conveyors, bins and aggregate material pursuant to Section B.2, below. Neither Croell nor any agent, employee, or any other party acting on behalf of Croell has made any representations or warranties whatsoever, whether written or oral, express or implied, regarding the Croell Property, its

condition or its habitability, merchantability or fitness for a particular purpose, including without limitation any representations or warranties relating to the value, nature or condition of the Croell Property or the subsurface of the Croell Property, suitability of the Croell Property for the City's purposes, zoning, title, structural integrity, utilities, adjoining properties, access, liens, encumbrances, rights or claims on or affecting or pertaining to the Croell Property or the presence of hazardous materials of any kind whatsoever on the Croell Property. The terms of this Section B.1. shall survive the closing and conveyance of the Croell Property to the City. Croell expressly agrees that it has no knowledge of the existence of any hazardous materials and/or underground storage tanks on the Croell Property.

2. Croell will remove the exiting ready mix plant, conveyors, bins and aggregate material from the Croell Property no later than ninety (90) days after completing its new ready mix plant on the Croell Relocation Property.

3. Prior to the City's conveyance, Croell shall submit a Site Plan for the development of the Croell Relocation Property for review by the City as required by the West Branch Code of Ordinances.

C. Conveyance of the Croell Relocation Property to Croell/Relocation of Croell Operations.

1. The City shall obtain an abstract of title, at its sole cost, continued until at least the date of this Agreement, or any date approved by the parties, which will show marketable title to the Croell Relocation Property in the City in accordance with this Agreement, Iowa law and the Iowa Land Title Standards of the Iowa State Bar Association and deliver it to Croell's attorney for examination. All costs associated with delivering marketable title to Croell shall be borne by the City.

2. Prior to the conveyance of the Croell Relocation Property to Croell, the City shall grant to Croell, a temporary construction easement to enter upon the Property to begin grading, paving and construction activities in accordance with its approved Site Plan which is acceptable to both parties. Croell shall be fully located and operational on the Croell Relocation Property within twenty (20) months of the execution of this Agreement.

3. Upon issuance of an occupancy permit to move Croell's operations to the Croell Relocation Property, the City will convey the Croell Relocation Property to Croell via Warranty Deed at no cost to Croell.

4. The City shall pay any and all real estate taxes which have accrued to the date of closing on the Croell Relocation Property, including without limitation real estate taxes for fiscal year 2015 and prior years, and the fiscal year 2016 real estate taxes prorated to the date of said closing. The City shall also pay all special assessments, if any, affecting the Croell Relocation Property as of the date of such closing.

5. All recording costs associated with the conveyance of the Croell Relocation Property shall be borne by Croell, except for the recording of the Plat of Survey as described in Section (A)(2) above.

D. Conveyance of the Croell Property to the City.

1. Prior to the conveyance of the Croell Property to the City, Croell, at its sole cost and expense, shall deliver to the City an abstract of title continued at least through the date of the closing on the Croell Property, which will show marketable title in Croell in accordance with this Agreement, Iowa law and the Title Standards of the Iowa State Bar Association. All costs associated with delivering marketable title to the City shall be borne by Croell.

2. After the City's conveyance of the Croell Relocation Property to Croell and satisfaction of Croell's obligations in this Section D, above, Croell shall convey the Croell Property via Warranty Deed to the City, at no cost to the City. Croell expressly agrees that this conveyance shall occur no later than ninety (90) days from the date on which Croell's new ready mix plant becomes operational on the Croell Relocation Property.

3. Croell shall be responsible for the payment of any and all real estate taxes that have accrued as of the date of conveyance of the Croell Property to the City.

4. City shall pay all recording costs associated with the conveyance of the Croell Property to the City.

5. Notwithstanding anything herein to the contrary, except as may be reasonably necessary in connection with the City's work on the Croell Property pursuant to Sections A.2, B.1 and A.4, above, Croell's obligations pursuant to this Agreement are expressly contingent on the City completing the City's obligations in Sections A and C, above, to the satisfaction of Croell, in Croell's sole and uncontrolled discretion. Croell shall not have any obligation to take any action whatsoever pursuant to this Agreement unless and until the City has completed its obligations pursuant to Sections A and C, above.

E. Miscellaneous Provisions.

1. Time is of the essence in this contract.

2. Remedies of the parties.

a. If City fails to perform this contract, Croell shall have the right to require specific performance of this Agreement by City.

b. If Croell fails to timely perform this contract, City shall have the right to require specific performance of this Agreement by Croell.

- c. Croell and City also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain a judgment for costs and attorneys' fees as permitted by law.
3. This contract shall apply to and bind the successors in interest of the parties.
4. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
5. Certification. Croell and City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to a breach of the foregoing certification.
6. Both parties acknowledge that this contract is not enforceable against the City until such time as it is approved by the West Branch City Council. If the West Branch City Council does not approve this Agreement by May 3, 2016, then this Agreement shall become null and void and neither party shall have any further obligations to the other party pursuant to this Agreement
7. Both parties agree that if this Agreement is not executed by Croell no later than 4:00 p.m. on April 30, 2016 and approved by the West Branch City Council by May 3, 2016, that this Agreement shall become null and void and each party is responsible for its costs associated in negotiating this transaction.
8. The person(s) executing this Agreement on behalf of both parties are hereby authorized to do so for each party.
9. The provisions of this Agreement shall be interpreted under the laws of the State of Iowa, and any suit brought to enforce the terms of this Agreement shall be brought before the Iowa District Court for Cedar County.

Dated this ____ day of _____, 2016.

(Rest of this page is left intentionally blank)

CITY:

Roger Laughlin, Mayor
ATTEST:

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on this _____ day of _____, 2016, by Roger Laughlin and Matt Muckler, as the Mayor and City Clerk respectively of the City of West Branch, Iowa, an Iowa municipal corporation.

Notary Public

STATE OF IOWA, COUNTY OF CHICKASAW, ss:

This instrument was acknowledged before me on this 29th day of April, 2016, by Kurt Croell as President of Croell Redi-Mix, Inc., an Iowa corporation.

Samuel A. McDonald
Notary Public



EXHIBIT “A”

Real estate identified in the records of the Cedar County, Iowa Assessor as follows:

Parcel No. 0500-13-05-356-003-0

Parcel No. 0500-13-05-361-001-0

Parcel No. 0500-13-05-361-002-0

Parcel No. 0500-13-05-356-007-0

The exact legal descriptions of the foregoing parcels shall be determined by Croell within a reasonable time after execution of this Agreement.

Cedar County, IA



Legend


- Road
 - County Roads / City Streets
 - INTERSTATE
 - STATE HIGHWAY
 - U.S. HIGHWAY
- Railroad
- Park
- Section
- County Boundary

Notes

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

EXHIBIT “B”



DATE	REVISIONS	SCALE	AS NOTED	VERIFY SCALE	 <p>LOT 4 RUMMELL'S COMMERCIAL SUBDIVISION CITY OF WEST BRANCH, IOWA</p>	<p>SUBDIVISION OF LOT 4 CROELL LAND USE AERIAL</p>	DWG. NO.
		DRAWN	BCT	<p>BAR IS ONE INCH ON ORIGINAL DRAWING.</p> <p>0  1"</p> <p>IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.</p>			EX-03
		CHECKED	ALG				
		APPROVED	DRS				
		DATE	10-15-2014				
		ISSUED FOR					
				<p>VEENSTRA & KIMM, INC.</p> <p>860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565 319-466-1000 • 319-466-1000(FAX) • 888-241-8001(M/ATS)</p>			

RESOLUTION NO. 1456

RESOLUTION APPROVING A PURCHASE AGREEMENT FOR A 12-ACRE PARCEL
FROM RUMMELLS FARMS, INC.

WHEREAS, the City of West Branch and Rummells Farms, Inc. have negotiated a purchase agreement for an approximate 12-acre parcel located on Fawcett Drive in the City; and

WHEREAS, the parties have agreed that the City will pay the sum of \$225,000.00 for said 12-acre parcel; and

WHEREAS, the City will use 8 acres of this Property to relocate the Croell Redi-Mix, Inc. operations to said parcel.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned Purchase Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute said Land Exchange Agreement on behalf of the City.

Passed and approved this 2nd day of May, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

OFFER TO PURCHASE REAL PROPERTY

TO: Rummells Farms, Inc. (hereafter, "Rummells")

1. **REAL ESTATE DESCRIPTION.** The City of West Branch, Iowa, (hereinafter, "West Branch") a municipal corporation, hereby offers to purchase the following Real Property in the City of West Branch, Cedar County, Iowa:

Lot 4, Rummells Commercial Subdivision, West Branch, Iowa.

This parcel shall hereafter be referred to as the "Property."

2. **PURCHASE PRICE.** The purchase price of the Property shall be \$225,000.00, payable at West Branch, Cedar County, Iowa, to be paid as follows:

Upon execution of this Agreement by Rummells and approval of the Agreement by the West Branch City Council, West Branch shall deliver a check in the amount of \$1,000.00, to be held in the Lepic Kroeger Realtors trust account, as earnest money for this Agreement, and the balance of the Purchase Price to be paid at the closing after all of Rummells' obligations have been met.

3. **DATE OF POSSESSION/CLOSING.** If approved by the West Branch City Council, Rummells shall deliver possession to West Branch on June 1, 2016 (hereinafter, the "Closing"). However, in the event that the CONDITION PRECEDENT set forth in Paragraph 21 below does not occur prior to May 3, 2016, this Agreement shall become null and void and Rummells shall return any payments received by Rummells to West Branch.

4. **REAL ESTATE TAXES.** Rummells shall pay any unpaid real estate taxes payable in prior years. In addition, Rummells shall pay to West Branch, or West Branch shall be given a credit for, taxes from the 1st day of July prior to the date of possession based upon the last known actual net real estate taxes payable according to the Cedar County Treasurer.

5. SPECIAL ASSESSMENTS.

(a) Rummells shall pay all special assessments which are a lien on the Property as of the date of acceptance of this offer.

(b) All other special assessments shall be paid by West Branch.

6. **RISK OF LOSS AND INSURANCE.** Rummells shall bear the risk of loss or damage to the Property prior to the date of possession. Rummells shall maintain existing insurance on the Property. In the event of damage to the Property prior to closing, West

Branch shall have the right to complete the closing and receive any and all insurance proceeds regardless of the extent of damage.

7. **CARE AND MAINTENANCE.** The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyers, provided, however, if 5.a. is stricken and there is loss or destruction of all or any part of the Real Estate from causes covered by the insurance maintained by Sellers, Buyers agree to accept such damaged or destroyed Real Estate together with such insurance proceeds in lieu of the Real Estate in its present condition and Sellers shall not be required to repair or replace same.
8. **USE OF PURCHASE PRICE.** At the time of closing, funds from the purchase price may be used to pay any real estate taxes, transfer taxes, abstracting fees, utility bills, and any outstanding liens and to acquire outstanding interests, if necessary.
9. **ABSTRACT AND TITLE.** Rummells, at their sole expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Offer, and deliver it to West Branch for examination. It shall show merchantable title in Rummells in conformity with this Agreement, Iowa law and title standards of the Iowa State Bar Association. Rummells shall make every reasonable effort to perfect title. If the closing is delayed by Rummells' inability to provide marketable title, this Agreement shall remain in full force and effect unless rescinded by West Branch after giving ten days written notice to Rummells. The abstract shall become property of West Branch when the purchase price is paid in full. Rummells shall pay the costs of any additional abstracting work due to any act or omission of Rummells.
10. **DEED.** Upon payment of the purchase price (less allowed deductions), Rummells shall convey the Property to West Branch by Warranty Deed, free and clear of all liens, restrictions, and encumbrances.
11. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.
12. **REMEDIES OF THE PARTIES.**
 - (a) If West Branch fails to perform this contract, Rummells may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited, at Rummells' option, upon thirty days' written notice of intention to accelerate the entire balance because of such failure (during which thirty days such failure is not corrected) Rummells may declare the entire balance immediately due and payable. Thereafter, this contract may be foreclosed in equity and the Court may appoint a receiver.
 - (b) If Rummells fails to timely perform this contract, West Branch shall have the right to have all payments made returned to them.

- (c) Rummells and West Branch also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain a judgment for costs and attorneys fees as permitted by law.
13. **APPROVAL OF THE COURT.** If the sale of the Property is subject to Court approval, the fiduciary shall promptly submit its contract for such approval. If this contract is not so approved, it shall be void.
14. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.
15. **CONSTRUCTION.** Words and phrased shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
16. **TIME FOR ACCEPTANCE.** If this offer is not accepted on or before 5 o'clock p.m. on April 29, 2016, it shall become void and all payments shall be repaid to West Branch.
17. **CERTIFICATION.** Rummells and West Branch each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to a breach of the foregoing certification.
18. **CITY COUNCIL APPROVAL REQUIRED.** Both parties acknowledge that this contract is not enforceable against West Branch until such time as it is approved by the West Branch City Council. If the West Branch City Council does not approve this Agreement by May 17, 2016, then this Agreement shall become null and void.
19. **ACCESS TO PROPERTY.** Upon execution of this Agreement by both parties, West Branch shall have the right to enter the Property for the purposes of surveying, testing and inspection.
20. **VOLUNTARY TRANSACTION.** Both parties expressly agree that this transaction is voluntary and that West Branch will not use its power of eminent domain to acquire the Property.
21. **CONDITION PRECEDENT TO CLOSING.** Rummells expressly agrees that the following condition must be met prior to the closing:

- (a) In the event that the City Council shall have not approved an Agreement with Croell Redi-Mix to move the Croell Redi-Mix plant from its current location at 325 E. Green Street in West Branch, Iowa to a portion of the Property by May 3, 2016, this Agreement shall become null and void and any earnest money given to Rummells shall return to the City.

22. **ADDITIONAL PROVISIONS.** West Branch understands that Rummells may wish to treat the sale of this real estate as a part of an IRC §1031 like-kind exchange and West Branch agrees to cooperate with Rummells and execute such documents as may be required to complete such exchange, provided that no such document shall create any liability to West Branch and West Branch shall not be required to take title to any property as a part of such exchange.

Dated this ____ day of _____, 2016.

City of West Branch:

Roger Laughlin, Mayor

APPROVED by the City Council on _____, 2016.

RUMMELLS FARMS, INC.

By: Susan J. Kinsey, President
Susan J. Kinsey, President
Print name and title

Accepted on this 1 day of April, 2016.

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON THE PROPOSED AMENDMENT TO THE WEST BRANCH ZONING CODE.

YOU ARE HEARBY NOTIFIED that the City Council of West Branch, IA will meet in the Council Chambers at 110 N. Poplar Street at 7:00 P.M., on Monday, May 2, 2016 at which time a hearing will be held to discuss the proposed rezoning of the following described parcel located north of West Main Street in the Meadows Subdivision: Portions of Auditor Parcel G. Rezoning Parcel #1: R-1 to RB-1 and Rezoning Parcel #3: R-1 to RB-1

DESCRIPTION - REZONING TRACT #1 (R-1 TO RB-1) - Beginning at the Southwest Corner of Auditor Parcel "G", in accordance with the Plat thereof recorded in Plat Book I, at Page 103 of the Records of the Cedar County Recorder's Office; Thence N01°19'13"W, along the West Line of said Auditor Parcel "G", 755.33 feet; Thence N88°40'47"E, 157.95 feet; Thence S81°06'34"E, 108.86 feet; Thence S74°08'16"E, 365.98 feet; thence S57°30'03"E, 273.91 feet; Thence S02°51'42"E, 452.25 feet, to a Point on the South Line of said Auditor Parcel G; Thence S87°06'47"W, along said South Line, 854.78 feet, to the Point of Beginning. Said Rezoning Tract contains 12.77 Acres (556,235 square feet), and is subject to easements and restrictions of record.

DESCRIPTION - REZONING TRACT #3 (R-1 TO RB-1) - Commencing at the Southeast Corner of Auditor Parcel "G", in accordance with the Plat thereof recorded in Plat Book I, at Page 103 of the Records of the Cedar County Recorder's Office; Thence N00°40'57"E, along the East Line of said Auditor Parcel "G", 46.71 feet; Thence S87°07'22"W, along said East Line, 350.51 feet, to the POINT OF BEGINNING; Thence continuing S87°07'22"W, 113.67 feet; Thence Northwesterly, 40.82 feet along a 25.00 foot radius curve, concave Northeasterly, whose 36.44 foot chord bears N46°05'56"W; Thence N00°40'47"E, 233.75 feet; Thence S89°19'13"E, 140.00 feet, to a Point on the East Line of said Auditor Parcel "G"; Thence S00°40'47"W, along said East Line, 251.65 feet, to the Point of Beginning. Said Rezoning Tract #3 contains 0.82 Acre (35,685 square feet), and is subject to easements and restrictions of record.

All interested persons are invited to attend this meeting and be heard on the aforementioned proposed adoption of the amendment. Further information regarding same may be obtained by contacting the West Branch City Clerk.

/s/_____

Matt Muckler, City Administrator/Clerk

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

ORDINANCE NO. 739

AN ORDINANCE RE-ZONING TWO PARCELS OF REAL PROPERTY LOCATED NORTH OF WEST MAIN STREET FROM RESIDENCE R-1 SINGLE FAMILY DISTRICT TO RESIDENCE/BUSINESS RB-1 DISTRICT.

WHEREAS, KLM Investments, Inc. has petitioned the City of West Branch for a zoning district amendment for two parcels, Rezoning Parcels #1 and #3, both portions of Auditor Parcel G; and

WHEREAS, Parcel #1 is an approximate 12.77-acre parcel located in the Meadows Subdivision, said parcel being legally described as Beginning at the Southwest Corner of Auditor Parcel "G", in accordance with the Plat thereof recorded in Plat Book I, at Page 103 of the Records of the Cedar County Recorder's Office; Thence N01°19'13"W, along the West Line of said Auditor Parcel "G", 755.33 feet; Thence N88°40'47"E, 157.95 feet; Thence S81°06'34"E, 108.86 feet; Thence S74°08'16"E, 365.98 feet; thence S57°30'03"E, 273.91 feet; Thence S02°51'42"E, 452.25 feet, to a Point on the South Line of said Auditor Parcel G; Thence S87°06'47"W, along said South Line, 854.78 feet, to the Point of Beginning. Said Rezoning Tract contains 12.77 Acres (556,235 square feet), and is subject to easements and restrictions of record; and;

WHEREAS, Parcel #3 is an approximate 0.82-acre parcel located in the Meadows Subdivision, said parcel being legally described as Commencing at the Southeast Corner of Auditor Parcel "G", in accordance with the Plat thereof recorded in Plat Book I, at Page 103 of the Records of the Cedar County Recorder's Office; Thence N00°40'57"E, along the East Line of said Auditor Parcel "G", 46.71 feet; Thence S87°07'22"W, along said East Line, 350.51 feet, to the POINT OF BEGINNING; Thence continuing S87°07'22"W, 113.67 feet; Thence Northwesterly, 40.82 feet along a 25.00 foot radius curve, concave Northeasterly, whose 36.44 foot chord bears N46°05'56"W; Thence N00°40'47"E, 233.75 feet; Thence S89°19'13"E, 140.00 feet, to a Point on the East Line of said Auditor Parcel "G"; Thence S00°40'47"W, along said East Line, 251.65 feet, to the Point of Beginning. Said Rezoning Tract #3 contains 0.82 Acre (35,685 square feet), and is subject to easements and restrictions of record; and

WHEREAS, KLM Investments, Inc. has requested that both parcels be rezoned to be located in a Residence/Business RB-1 District, in place of a Residence R-1 Single Family District; and

WHEREAS, the West Branch Planning and Zoning Commission has considered and voted on a recommendation to the City Council on the disposition of said rezoning request; and

WHEREAS, a public hearing has been held on said request pursuant to published notice thereof.

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

Section 1. That the zoning map for the City of West Branch is hereby amended to show the parcels being located in a Residence/Business RB-1 District in place of a Residence R-1 Single Family District.

Section 2. This ordinance shall be in full force and effect from and after its publication as required by law.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 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 2nd day of May, 2016.

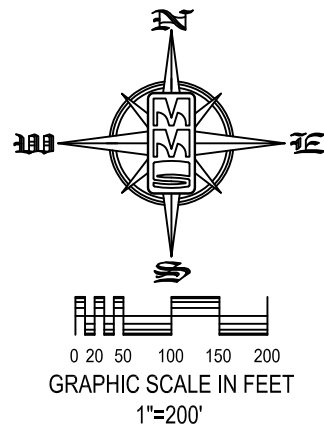
Read First Time: May 2, 2016

Read Second Time:

Read Third Time:

Roger Laughlin, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk



PLAT PREPARED BY:
MMS CONSULTANTS INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240

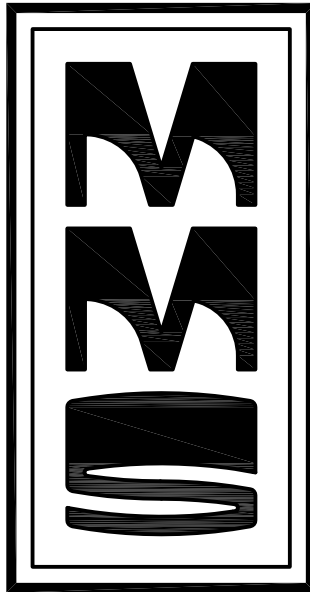
OWNER/SUBDIVIDER:
KLM INVESTMENTS, INC
25 EASTVIEW PLACE NE
IOWA CITY, IOWA 52240

OWNER'S ATTORNEY:
MICHAEL W. KENNEDY
920 S. DUBUQUE STREET
IOWA CITY, IOWA 52240

REZONING EXHIBIT

THE MEADOWS SUBDIVISION

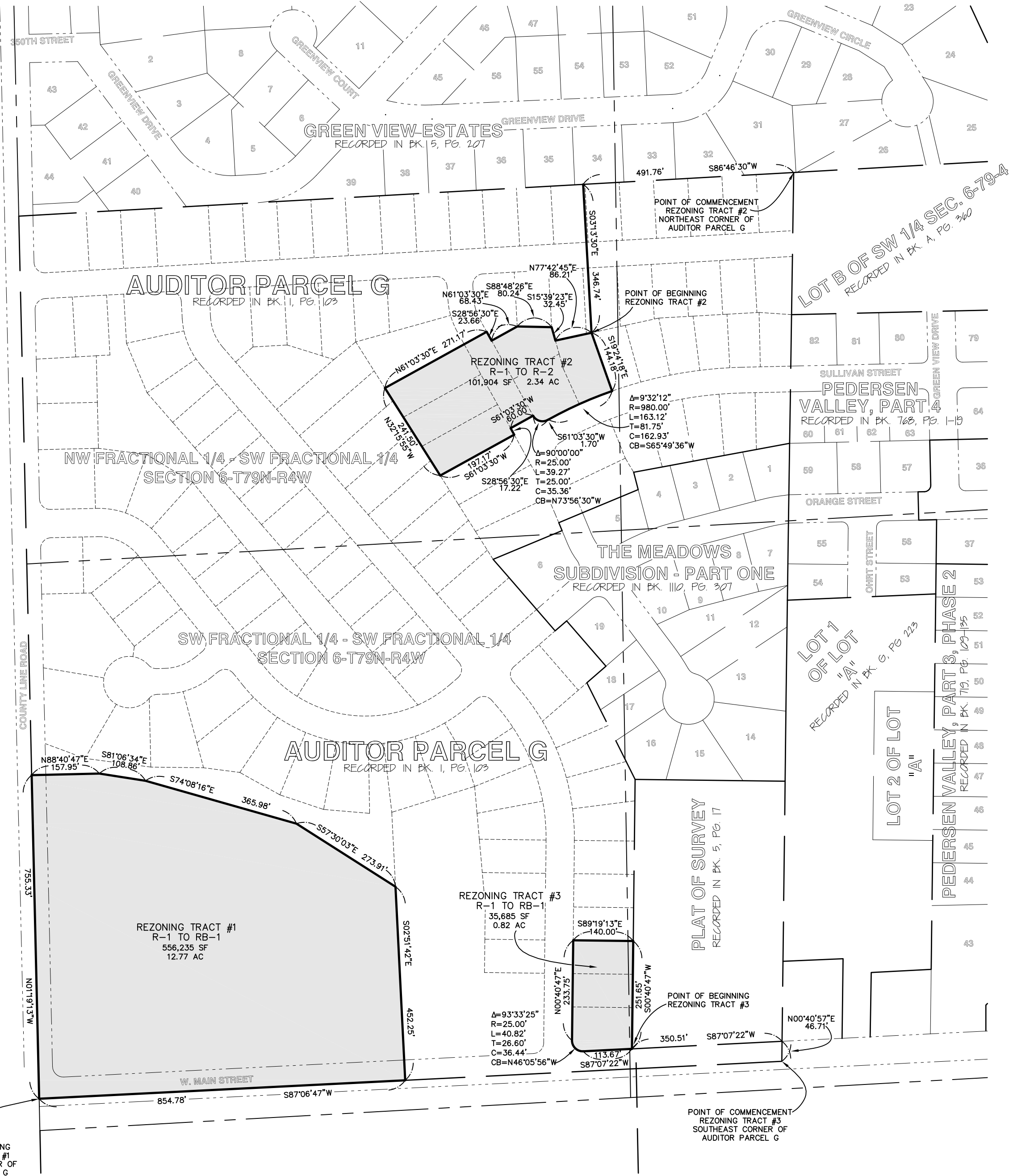
WEST BRANCH, CEDAR COUNTY, IOWA



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

Date	Revision
03-03-2016	per gdm review - rlw



DESCRIPTION - REZONING TRACT #1 (R-1 TO RB-1)

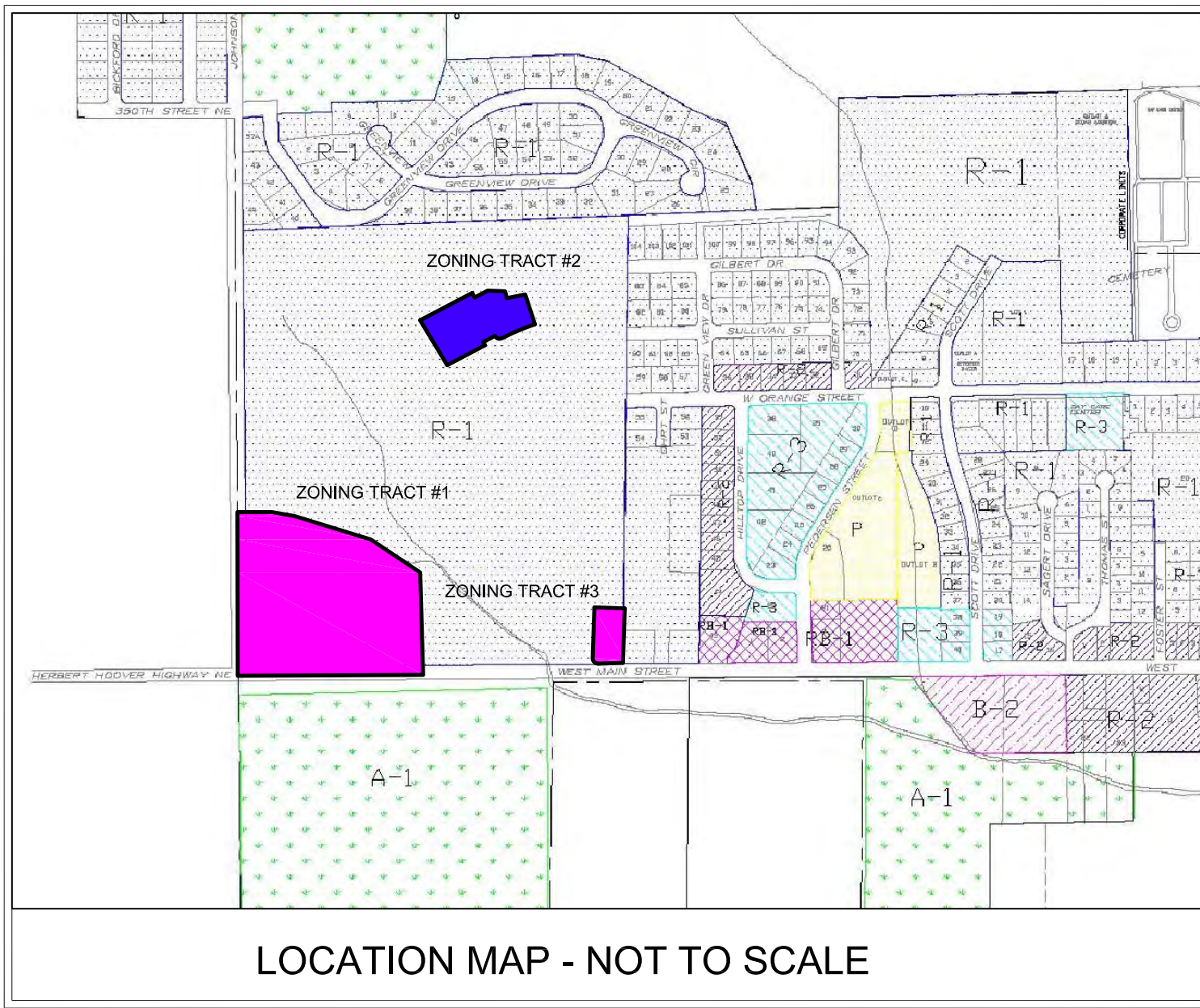
Beginning at the Southwest Corner of Auditor Parcel "G", in accordance with the Plat thereof recorded in Plat Book I, at Page 103 of the Records of the Cedar County Recorder's Office; Thence N01°19'13"W, along the West Line of said Auditor Parcel "G", 755.33 feet; Thence N88°40'47"E, 157.95 feet; Thence S81°06'34"E, 108.86 feet; Thence S74°08'16"E, 365.98 feet; thence S57°30'03"E, 273.91 feet; Thence S02°51'42"E, 452.25 feet, to a Point on the South Line of said Auditor Parcel G; Thence S87°06'47"W, along said South Line, 854.78 feet, to the Point of Beginning. Said Rezoning Tract contains 12.77 Acres (556,235 square feet), and is subject to easements and restrictions of record.

DESCRIPTION - REZONING TRACT #2 (R-1 TO R-2)

Commencing at the Northeast Corner of Auditor Parcel "G", in accordance with the Plat thereof recorded in Plat Book I, at Page 103 of the Records of the Cedar County Recorder's Office; Thence S86°46'30"W, along the North Line of said Auditor Parcel "G", 491.76 feet; Thence S03°13'30"E, 346.74 feet, to the POINT OF BEGINNING; Thence S19°24'18"E, 144.18 feet; thence Southwesterly, 163.12 feet, along a 980.00 foot radius curve, concave Southeasterly, whose 162.93 foot chord bears S65°49'36"W; Thence S61°03'30"W, 1.70 feet; Thence Northwesterly, 39.27 feet, along a 25.00 foot radius curve, concave Northeasterly, whose 35.36 foot chord bears N73°56'30"W; thence S61°03'30"W, 60.00 feet; thence S28°56'30"E, 17.22 feet; Thence S61°03'30"W, 197.17 feet; thence N32°15'55"W, 241.50 feet; thence N61°03'30"E, 271.17 feet; Thence S28°56'30"E, 23.66 feet; Thence N61°03'30"E, 68.43 feet; Thence S88°48'26"E, 80.24 feet; Thence S15°39'23"E, 32.45 feet; Thence N77°42'45"E, 86.21 feet, to the POINT OF BEGINNING. Said Rezoning Tract #2 contains 2.34 Acres (101,904 square feet), and is subject to easements and restrictions of record.

DESCRIPTION - REZONING TRACT #3 (R-1 TO RB-1)

Commencing at the Southeast Corner of Auditor Parcel "G", in accordance with the Plat thereof recorded in Plat Book I, at Page 103 of the Records of the Cedar County Recorder's Office; Thence N00°40'57"E, along the East Line of said Auditor Parcel "G", 46.71 feet; Thence S87°07'22"W, along said East Line, 350.51 feet, to the POINT OF BEGINNING; Thence continuing S87°07'22"W, 113.67 feet; Thence Northwesterly, 40.82 feet along a 25.00 foot radius curve, concave Northeasterly, whose 36.44 foot chord bears N46°05'56"W; Thence N00°40'47"E, 233.75 feet; Thence S89°19'13"E, 140.00 feet, to a Point on the East Line of said Auditor Parcel "G"; Thence S00°40'47"W, along said East Line, 251.65 feet, to the Point of Beginning. Said Rezoning Tract #3 contains 0.82 Acre (35,685 square feet), and is subject to easements and restrictions of record.



REZONING EXHIBIT

THE MEADOWS
SUBDIVISION

PORTIONS OF
AUDITOR PARCEL G
IN THE FRAC SW 1/4 OF
SECTION
6-T79N-R4W-5TH P.M.

WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	03-02-2016
Designed by:	GDM
Field Book No:	
Drawn by:	RLW
Scale:	1"=200'
Checked by:	GDM
Sheet No:	1
Project No:	8815003
IOWA CITY	
of:	1

NOTICE OF HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF MAIN STREET INTERSECTION AND SIDEWALK IMPROVEMENTS FOR THE CITY OF WEST BRANCH, IOWA, AND THE TAKING OF BIDS THEREFOR

Notice is hereby given that the City Council of West Branch, Iowa will meet in the City Council Chambers at 110 N. Poplar Street, West Branch, Iowa, on the 2nd day of May, 2016 at 7:00 p.m. at which time a hearing will be held and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the construction of the Main Street Intersection and Sidewalk Improvements and work incidental thereto for said City.

Sealed proposals will be received by the City Clerk of the City of West Branch, Iowa, in the City Council Chambers at 110 N. Poplar Street, West Branch, Iowa, until 2:00 p.m. on the 12th day of May, 2016, for the construction of Main Street Intersection and Sidewalk Improvements as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced by the City Clerk at the time and date specified above. Proposals will be acted upon by said City at the May 16th City Council Meeting or at such later time and place as then may be fixed.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

MAIN STREET INTERSECTION AND SIDEWALK IMPROVEMENTS

Construct Main Street Intersection and Sidewalk Improvements including all labor, equipment, and materials necessary for approximately 707 square yards of pavement and sidewalk removal, 426 square yards of 6" PCC sidewalk, HMA sidewalk, 195 square yards of 7" PCC pavement, 38 linear feet of storm sewer, pavement markings, retaining walls, fixture adjustments, hydrant relocation, excavation, traffic control, seeding, and associated work.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of West Branch, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimate cost of said improvements made by any interested party.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alternations in the official form of proposal will entitle the Council, at its

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Notice of Hearing and Letting

option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to five percent (5%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF WEST BRANCH, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form bound in the specifications.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes.

The City Council reserves the right to reject any or all bids and to waive informalities or technicalities in any bid and to accept the bid which it deems to be in the best interest of the City.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of Hearing and Letting.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of four (4) years after its completion and acceptance by the City Council.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. All work shall be completed by July 15, 2016, subject to any extensions of time which may be granted by the City Council.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment to the Contractor for said improvements will be made in cash derived from the proceeds of the issuance and sale of such bonds and/or from such cash funds of the City as may be legally used for said

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Notice of Hearing and Letting

purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project or delivered to the site during the preceding calendar month.

Estimates will be prepared on the last day of each month by the Contractor, subject to the approval of the Engineer, who will certify to the City for payment each approved estimate on or before the tenth (10th) day of the following month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety-five percent (95%) of the contract price of the contract. Final payment of the remaining five percent (5%) will be made not less than thirty-one (31) days after completion and acceptance by resolution of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payments will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from TECHNIGRAPHICS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Jill Chambers at 319-354-5950 or email jillc@rapidsrepro.com. A refundable deposit of \$30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Technigraphics, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Jill Chambers. Upon receiving deposit check, plans and specifications will be mailed out. When plans and specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

This notice is given by order of the Council of the City of WEST BRANCH, Iowa.

CITY OF WEST BRANCH, IOWA

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

NHL-3

368168

RESOLUTION NO. 1457

RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF MAIN STREET INTERSECTION AND SIDEWALK IMPROVEMENTS FOR THE CITY OF WEST BRANCH, IA AND THE TAKING OF BIDS THEREFOR.

WHEREAS, the City Council of the City of West Branch, Cedar County, Iowa, did heretofore deem it necessary and desirable to construct Main Street Intersection and Sidewalk Improvements including all labor, equipment, and materials necessary for approximately 707 square yards of pavement and sidewalk removal, 426 square yards of 6" PCC sidewalk, HMA sidewalk, 195 square yards of 7" PCC pavement, 38 linear feet of storm sewer, pavement markings, retaining walls, fixture adjustments, hydrant relocation, excavation, traffic control, seeding, and associated work, said project having been referred to as the "Main Street Intersection and Sidewalk Improvements Project"; and

WHEREAS, the City Engineer, Veenstra & Kimm, Inc. have caused the plans, specifications, form of contract and estimate of cost for said Project to be prepared; and

WHEREAS, pursuant to Chapter 26 of the Code of Iowa, the City is required to approve said plans, specifications, form of contract and estimate of cost; and

WHEREAS, the City Council of the City of West Branch, Cedar County, Iowa, approved Resolution 1450 on April 18, 2016 setting the public hearing on the aforementioned plans, specifications, form of contract and estimate of cost for 7:00 p.m. on Monday, May 2, 2016 at the Council Chambers, City Hall, 110 N. Poplar Street, West Branch, Iowa 52358; and

WHEREAS, per Resolution 1450, the City solicited bids for said Project until 2:00 p.m. on Thursday, May 12, 2016 in the Office of the City Clerk, 110 N. Poplar Street, West Branch, Iowa 52358.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of West Branch, Cedar County, Iowa, approves the plans and specifications, proposed form of contract and estimate of cost for the construction of the Main Street Intersection and Sidewalk Improvements Project for the City of West Branch, Iowa and the taking of bids therefor.

* * * * *

Passed and approved this 2nd day of May, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



April 21, 2016

PROJECT INFORMATION SHEET

MAIN STREET INTERSECTION AND SIDEWALK IMPROVEMENTS WEST BRANCH, IOWA

OWNER: City of West Branch, Iowa.

PROPOSALS RECEIVED: Until 2:00 p.m. on the 12th day of May, 2016, by the City Clerk of the City of West Branch, Iowa, at City Hall, 110 North Poplar Street, West Branch, Iowa.

DESCRIPTION OF PROJECT:

The nature and extent of the improvements are as follows:

MAIN STREET INTERSECTION AND SIDEWALK IMPROVEMENTS

Construct Main Street Intersection and Sidewalk Improvements including all labor, equipment, and materials necessary for approximately 1,042 square yards of pavement and sidewalk removal, 493 square yards of 4" PCC sidewalk, HMA sidewalk, 198 square yards of 7" PCC pavement, 38 linear feet of storm sewer, pavement markings, retaining walls, fixture adjustments, hydrant relocation, excavation, traffic control, seeding, and associated work.

BID SECURITY: Certified check, cashier's check, certified share draft or bid bond in the amount of five percent (5%) of the bid. Bidders will use the bid bond form included in the specifications.

COMPLETION DATE: Work will commence within ten (10) calendar days after the date set forth within written Notice to Proceed but no sooner than June 1, 2016 and shall be completed by July 15, 2016.

~ 2 ~

ENGINEER: VEENSTRA & KIMM, INC., 860 22nd Avenue, Suite 4,
Coralville, Iowa 52241.

PLAN AVAILABILITY: Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from TECHNIGRAPHICS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Jill Chambers at 319-354-5950 or email jillc@rapidsrepro.com.

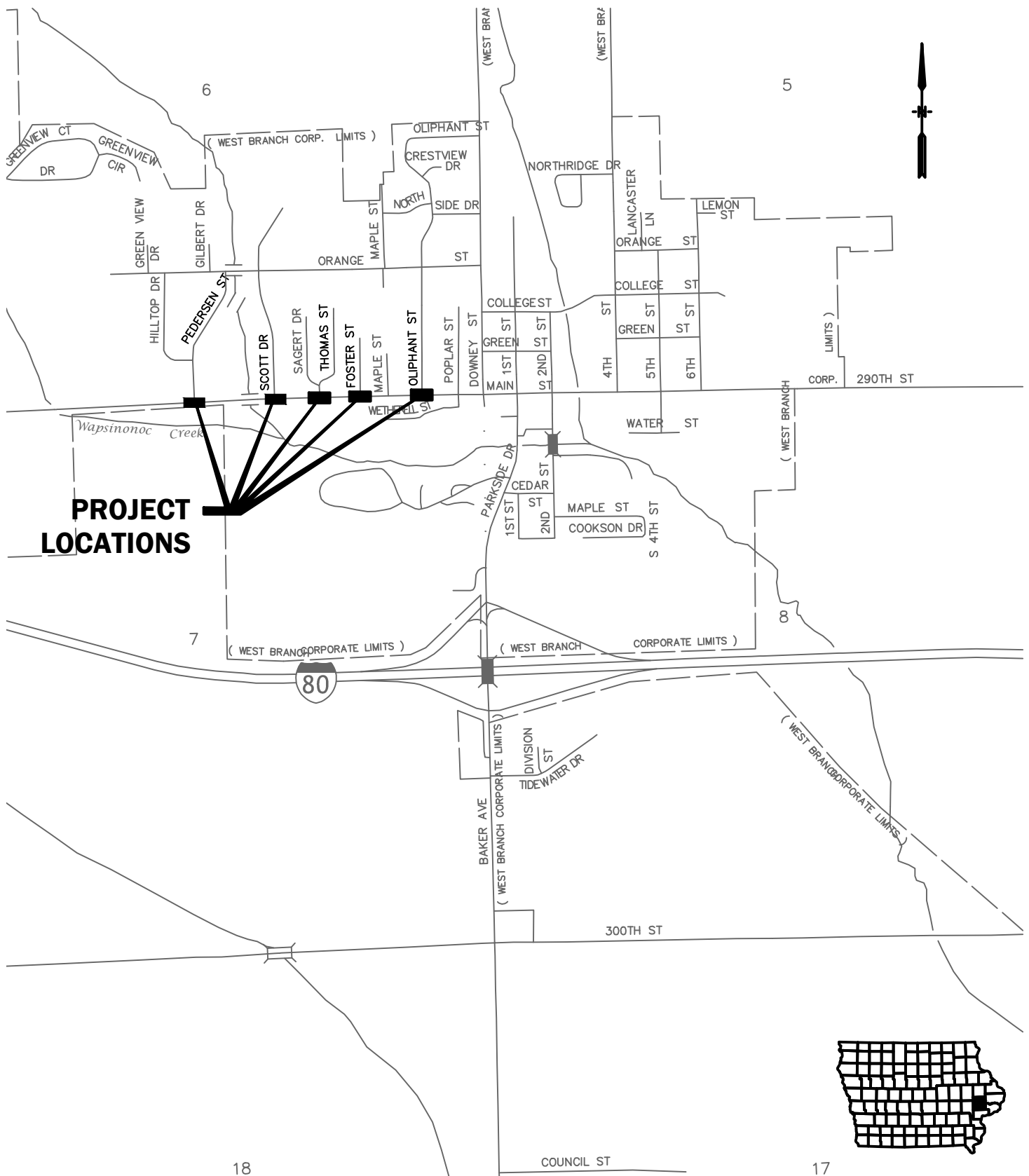
REFUNDABLE DEPOSIT: A refundable deposit of \$30 is required. Please make checks to ***Veenstra & Kimm, Inc.*** Mail said deposit checks to Technigraphics, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Jill Chambers. Upon receiving deposit check, plans and specifications will be mailed out. When plans and specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

DIRECT QUESTIONS

TO: Dave Schechinger, 319-466-1000

ALL PLANS AND SPECIFICATIONS ARE SENT BY UNITED PARCEL SERVICE. THEREFORE, **PLEASE INCLUDE YOUR STREET ADDRESS WHEN REQUESTING PLANS AND SPECIFICATIONS.** UNITED PARCEL SERVICE WILL NOT DELIVER TO P.O. BOX NUMBERS.

ALSO, PLEASE INCLUDE YOUR TELEPHONE NUMBER AND FAX NUMBER WHEN REQUESTING PLANS AND SPECIFICATIONS.



VEENSTRA & KIMM, INC.

VICINITY MAP

NOT TO SCALE

MAIN STREET SIDEWALK
WEST BRANCH, IOWA

FIGURE 1

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Opinion of Cost for Main
Street Intersection and Sidewalk Improvements
WEST BRANCH, IOWA
04-25-2016

No.	Description	Unit	Unit Price	Quantity	Extended Price
1	MOBILIZATION	LS	\$20,000.00	1	\$20,000.00
2	TRAFFIC CONTROL	LS	\$1,500.00	1	\$1,500.00
3	CONSTRUCTION STAKING	LS	\$4,000.00	1	\$4,000.00
4	SEEDING	ACRE	\$850.00	0.41	\$348.50
5	REMOVE HMA SIDEWALK	SY	\$15.00	254	\$3,810.00
6	REMOVE WOOD HAND RAIL	LF	\$45.00	8	\$250.00
7	REMOVE & REINSTALL MAILBOXES	LS	\$250.00	1	\$2,085.00
8	REMOVE PCC CURB & GUTTER	LF	\$15.00	139	\$5,235.00
9	REMOVE PAVEMENT	SY	\$15.00	349	\$6,585.00
10	REMOVE PCC SIDEWALK	SY	\$15.00	439	\$2,800.00
11	REMOVE RETAINING WALL	LF	\$40.00	70	\$360.00
12	FIELD FENCE (REMOVE & REPLACE)	LF	\$20.00	300	\$6,000.00
13	GRIND CURB	LF	\$150.00	32	\$4,800.00
14	HMA SIDEWALK	TONS	\$200.00	83	\$16,600.00
15	4" PCC SIDEWALK	SY	\$35.00	493	\$17,255.00
16	7" PCC PAVEMENT	SY	\$45.00	198	\$8,910.00
17	7" HMA PAVEMENT	TONS	\$200.00	5	\$1,000.00
18	PCC DRIVEWAY W/ PCC CURB & GUTTER	SY	\$85.00	105	\$8,925.00
19	PCC DRIVEWAY	SY	\$40.00	20	\$800.00
20	MODIFIED SUBBASE	CY	\$40.00	48	\$1,920.00
21	COMBINED RETAINING WALL-SIDEWALK	SF	\$75.00	307	\$23,025.00
22	MODULAR BLOCK RETAINING WALL	SF	\$50.00	130	\$6,500.00
23	3/4" CRUSHED ROCK OR STONE	CY	\$30.00	9.2	\$276.00
24	TYPE B CONCRETE STAIRS WITH HANDRAIL	EACH	\$10,000.00	2	\$20,000.00
25	RELOCATE HYDRANT	EACH	\$1,500.00	1	\$1,500.00
26	RAISE FIXTURE	EACH	\$150.00	2	\$300.00
27	15" RCP PIPE	LF	\$65.00	38	\$2,470.00
28	SLOPE PROTECTION, WOOD EXCELSIOR	SQ	\$200.00	2	\$400.00
29	DETECTABLE WARNING	SF	\$45.00	160	\$7,200.00
30	SIGNS	EACH	\$200.00	10	\$2,000.00
31	PAINTED PAV'T MARK, DURABLE	STA	\$180.00	6.48	\$1,166.40
32	TOPSOIL, FURN + SPREAD	CY	\$25.00	214	\$5,350.00
33	EXCAVATION CL 10	CY	\$40.00	450	\$18,000.00
34	FILL FOR PEDERSON - NPS	CY	\$150.00	120	\$18,000.00

Subtotal	\$219,370.90
Contingency 10%	<u>\$21,937.09</u>

Construction Total \$241,400.00

ENGINEERS ESTIMATE \$220,000.00

RESOLUTION NO. 1458

RESOLUTION APPROVING 28E AGREEMENTS BETWEEN THE CITY OF WEST BRANCH, IOWA AND THE BOARDS OF TRUSTEES OF CASS, GOWER, GRAHAM, IOWA, SCOTT AND SPRINGDALE TOWNSHIPS FOR THE PURPOSES OF FIRE PROTECTION AND AID AND ASSISTANCE FOR OTHER EMERGENCIES OR DISASTERS RELATING TO LIFE AND PROPERTY, OR HAZARDOUS MATERIALS.

WHEREAS, it is in the best interest of the City of West Branch and Cass, Gower, Graham, Iowa, Scott and Springdale Townships to have a joint agreement for the purpose of providing fire protection and aid and assistance for other emergencies or disasters relating to life and property, or hazardous materials; and

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to have updated agreements in place to provide these services to the various townships; and

WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned 28E Agreements are hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 2nd day of May, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 21st day of January, 2016, between the City of West Branch, hereinafter known as the "providing agency" and the Board of Trustees of Cass Township, Cedar County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property, and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Cass Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

- 1. PURPOSE.** The purpose of this agreement is to provide fire protection to the Cass Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the "providing agency."
- 2. DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 21, 2016, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date, in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
- 3. DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
- 4. CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
- 5. FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2016, the sum of \$4,391.00 which shall be for the period running to July 1, 2017, and \$4,391.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
- 6. INDEMNITY.** The providing agency agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting therefrom by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person
\$300,000.00 each occurrence

B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 21st day of January, 2016, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

CASS TOWNSHIP

BY _____
MAYOR

BY Larry L Glick
TRUSTEE

BY D. F. Lee
TRUSTEE

BY _____
CITY CLERK

BY [Signature]
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 21st day of January, 2016, between the City of West Branch, hereinafter known as the "providing agency" and the Board of Trustees of Gower Township, Cedar County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property, and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Gower Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Gower Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the "providing agency."
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 21, 2016, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date, in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2016, the sum of \$26,920.00 which shall be for the period running to July 1, 2017, and \$26,920.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
6. **INDEMNITY.** The providing agency agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting therefrom by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person
\$300,000.00 each occurrence

B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.


This agreement made and entered into this 21st day of January, 2016, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

GOWER TOWNSHIP

BY _____
MAYOR

BY 
TRUSTEE

BY 
TRUSTEE

BY _____
CITY CLERK

BY _____
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 21st day of January, 2016, between the City of West Branch, hereinafter known as the "providing agency" and the Board of Trustees of Graham Township, Johnson County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Graham Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

- 1. PURPOSE.** The purpose of this agreement is to provide fire protection to the Graham Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the "providing agency."
- 2. DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 21, 2016, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date, in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
- 3. DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
- 4. CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
- 5. FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2016, the sum of \$20,226.00 which shall be for the period running to July 1, 2017, and \$20,226.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
- 6. INDEMNITY.** The providing agency agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property,

including loss of use thereof, arising out of or in consequence of the performance or non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person
\$300,000.00 each occurrence

B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 21st day of January, 2016, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

BY _____
MAYOR

BY _____
CITY CLERK

GRAHAM TOWNSHIP

BY Michael J. Ryan
TRUSTEE

BY [Signature]
TRUSTEE

BY [Signature]
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 21st day of January, 2016, between the City of West Branch, hereinafter known as the "providing agency" and the Board of Trustees of Iowa Township, Cedar County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Iowa Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

- 1. PURPOSE.** The purpose of this agreement is to provide fire protection to the Iowa Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the "providing agency."
- 2. DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 21, 2016, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date , in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
- 3. DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
- 4. CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
- 5. FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2016, the sum of \$7,391.00 which shall be for the period running to July 1, 2017, and \$7,391.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
- 6. INDEMNITY.** The providing agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person
\$300,000.00 each occurrence

B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 21st day of January, 2016, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

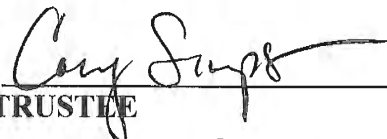
CITY OF WEST BRANCH


BY _____
MAYOR

BY _____
CITY CLERK

IOWA TOWNSHIP

BY 
TRUSTEE

BY 
TRUSTEE

BY 
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 21st day of January, 2016, between the City of West Branch, hereinafter known as the "providing agency" and the Board of Trustees of Scott Township, Johnson County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property, and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Scott Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

- 1. PURPOSE.** The purpose of this agreement is to provide fire protection to the Scott Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the "providing agency."
- 2. DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 21, 2016, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date, in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
- 3. DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
- 4. CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
- 5. FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2016, the sum of \$74,321.00 which shall be for the period running to July 1, 2017, and \$74,321.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
- 6. INDEMNITY.** The providing agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person
\$300,000.00 each occurrence


B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 21st day of January, 2016, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

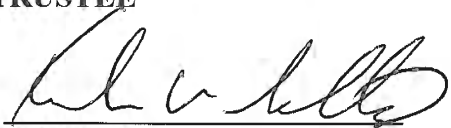
CITY OF WEST BRANCH


SCOTT TOWNSHIP

BY _____
MAYOR

BY  _____
TRUSTEE

CITY CLERK

BY  _____
TRUSTEE

BY  _____
TRUSTEE

AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 21st day of January, 2016, between the City of West Branch, hereinafter known as the "providing agency" and the Board of Trustees of Springdale Township, Cedar County, Iowa, hereinafter referred to as "Township."

WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.

WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Springdale Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

IT IS, THEREFORE, AGREED AS FOLLOWS:

- 1. PURPOSE.** The purpose of this agreement is to provide fire protection to the Springdale Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the "providing agency."
- 2. DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 21, 2016, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1st of the year of renewal date , in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
- 3. DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
- 4. CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
- 5. FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2016, the sum of \$26,866.00 which shall be for the period running to July 1, 2017, and \$26,866.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
- 6. INDEMNITY.** The providing agency agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property,

including loss of use thereof, arising out of or in consequence of the performance or non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person
\$300,000.00 each occurrence

B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 21st day of January, 2016, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

CITY OF WEST BRANCH

SPRINGDALE TOWNSHIP

BY _____
MAYOR

BY *Kent Pedersen*
TRUSTEE

BY *Richard Parkes*
TRUSTEE

BY _____
CITY CLERK

BY *Mark Anderson*
TRUSTEE

RESOLUTION NO. 1459

RESOLUTION APPROVING THREE AGREEMENTS FOR THE 2016
HOOVER'S HOMETOWN DAYS CELEBRATION.

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

WHEREAS, the fiscal year 2015-2016 and fiscal year 2016-2017 budgets for Hoover's Hometown Days include funding for entertainment and services for the event; and

WHEREAS, three companies have submitted proposed service agreements in the amount of \$2,118.00 to provide these services; and

WHEREAS, it is now necessary to approve said agreements.

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

Passed and approved this 2nd day of May, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Category	2016 HHTD	Price /Cost	Date Council	
			Res #	Appvd
Fireworks	Fireworks	\$ 40,000.00	1407	12/7/2015
Performances/Entertainment	Flying Houndz Frisbee Trick Dog Show	\$ 2,750.00	1414	1/4/2016
Children's Activities	Midwest Inflatables	\$ 12,000.00	1420	2/2/2016
Performances/Entertainment	Dean O Holics	\$ 10,000.00	1429	2/16/2016
	Confirmed as of 02/16/16: Subtotal	\$ 64,750.00		
Performances/Entertainment	Beaker Brothers (Ed English)	\$ -	1432	3/7/2016
Performances/Entertainment	Local on the 8's	\$ 850.00	1432	3/7/2016
Performances/Entertainment	Sid V & the Human Resources	\$ 450.00	1432	3/7/2016
Performances/Entertainment	Circus Boy	\$ 500.00	1432	3/7/2016
Children's Activities	Pony Rides	\$ 1,200.00	1432	3/7/2016
Children's Activities	Photo Booth	\$ 600.00	1432	3/7/2016
Performances/Entertainment	Coralville Showcase Stage	\$ 500.00	1432	3/7/2016
Performances/Entertainment	Tents and Main Stage Stage	\$ 1,702.00	1432	3/7/2016
Children's Activities	Airbrush Tattoo	\$ 1,000.00	1432	3/7/2016
Children's Activities	Magician/Balloons - Rick E. Brammer	\$ 300.00	1432	3/7/2016
	March 7, 2016 Council Mtg	\$ 7,102.00		
	Confirmed as of 03/7/16: Subtotal	\$ 71,852.00		
Miscellaneous	Radio Advertising	\$ 1,500.00	1439	3/21/2016
Performances/Entertainment	Seasoned Sound Quartet	\$ 250.00	1459	5/2/2016
Miscellaneous	Golf carts	\$ 1,000.00	1459	5/2/2016
Miscellaneous	Port o Potties	\$ 868.00	1459	5/2/2016
Performances/Entertainment	BF Burt	\$ 1,250.00		5/16/2016
Miscellaneous	Sound System	\$ 350.00		5/16/2016
	May 2016 Council Meetings	\$ 5,218.00		
	To Be Confirmed by 05/16/16: Subtotal	\$ 77,070.00		
Miscellaneous	Popsicles	\$ 50.00		
Miscellaneous	Meals for Scrap Metal/Volunteers	\$ 250.00		
Miscellaneous	Signage	\$ 500.00		
Miscellaneous	Event Tshirts	\$ 200.00		
Miscellaneous	Additional Radio Advertising	\$ 2,000.00		
Miscellaneous	Print Advertising	\$ 2,000.00		
Children's Activities	Big Wheel Races	\$ 182.00		
Children's Activities	Blacksmith Trinkets	\$ 450.00		
Miscellaneous	Signage/Brochures/Posters	\$ 1,488.00		
Miscellaneous	Rope Demonstration	\$ 200.00		
Performances/Entertainment	Great River Brooms	\$ 250.00		
Performances/Entertainment	Installation/Removal Banner	\$ 360.00		
	To be committed: Subtotal	\$ 85,000.00		
Miscellaneous	Generators for activities	n/charge		
Performances/Entertainment	34th Army Band	n/charge		
Children's Activities	Lions Tractor Pull	n/charge		
Children's Activities	Giant Chess	n/charge		

General Fund Revenue	\$	60,000.00
Fundraising Goal	\$	18,000.00
NPS	\$	7,000.00
Total Revenue	\$	85,000.00
Fundraising Goal	\$	18,000.00
Received as of 4/27/16	\$	6,386.00
Still needed	\$	11,614.00

**YOUR LOGO
HERE**

Seasoned Sound - Barbershop Quartet

Date: 5/5/2016
INVOICE # [100]

TO

Mr. Eddie Allen
Seasoned Sound
510 N. 1st Avenue
Iowa City, IA 52245
319-512-6718

Salesperson	Job	Payment Terms	Due Date
	Herbert Hoover's Hometown Days	Check	8/6/16

Qty	Description	Unit Price	Line Total
1	<p>Two Performances at the Hoover's Hometown Days event</p> <ul style="list-style-type: none"> • Performance 1 at 1:00 p.m. • Performance 2 at 3:00 p.m. <p>Both performances from the front porch of the C.E. Smith House Performance length is approximately 20 - 30 minutes each</p> <p>Payment due at time of performance</p>	250.00	250.00

Subtotal 250.00

Sales Tax

Total 250.00

(Make all checks payable to your Company Name)

Thank you for your business!



Port O Jonny, Inc.

2740 Stonegate Court
Hiawatha, Ia 52233

Estimate

Date **Estimate No.**

4/5/2016 3482

Customer

City of West Branch
304 E Main Street
PO Box 218
West Branch, Iowa 52358

Delivery Address

Hoover Home Town Days

chris@portojonny.com www.portojonny.com

Visit us on Facebook
www.facebook.com/portojonny

Item	Description	Qty	Rate	Total
Reg. Unit	Regular Unit No Service Special Event	4	62.00	248.00
Handi Unit	Handicap Unit No Service Special Event	5	62.00	310.00
Sink	Double Sink No Service Special Event	5	62.00	310.00
<p>Port O Jonny looks forward to hearing from you in the near future. Please call our office with any questions or concerns 877.378.8900. Visit us at www.portojonny.com or www.facebook.com/portojonny</p>		Subtotal		\$868.00
		Sales Tax (7.0%)		\$0.00
		Total		\$868.00

YOTTYS GOLF CARS

SALES, SERVICE & LEASE

501 B AVE. P.O. BOX 1201 KALONA, IOWA 52247 (319) 656-2512

FOR ALL YOUR GOLF CAR NEEDS CALL US WE'RE HERE TO SERVE YOU!

YOTTYS GOLF CARS

CONTRACT FOR SPECIAL EVENT RENTALS

This agreement, made and entered into and executed by and between, Yotty Golf Cars, hereinafter called the "Lessor", and Homer Hombach, Day 3 hereinafter called the "Lessee".

I Homer Hombach, Day 3 hereby agree to the terms of this contract with Lessor of Kalona, Iowa.
ordered by Melissa Russell

RENTALS- The term of this contract is for the lease of said number of car(s) 10
For the length of time from pick-up date of Aug 5th and returned date of Aug 7
Total number of days 2

PAYMENT- The Lessee agrees to pay set amount for rental in amount of \$100/car upon return of car(s) to the Lessor. A deposit or a credit card authorization is required.

CONDITIONS- The Lessee is responsible for all public liability and property damage. Lessee is to return the car in the same condition as which it was picked up. If the car is damaged or stolen and not returned as said above, the Lessee will pay for the car(s) at this set amount \$ 5000 per each car.

The Lessor is not liable or responsible for any actions, accidents or damage done while the car(s) is in the Lessee's possession.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON:

Date

11/2/16

Lessor

Name & Title

Witness

Date

Lessee

Name & Title

Witness

10 cars @ \$100⁰⁰
2 utility carts
3-5 6 pass cars
Rest 4 pass cars
10 Total