

CITY COUNCIL MEETING AGENDA
Monday, June 27, 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 June 6, 2016 City Council Meeting.
 - b. Approve destruction of records with Document Destruction & Recycling Services listed on Records Destruction Form per the Record Retention Manual for Iowa Cities.
 - c. Approve claims.
 - d. Approve Class B Beer Permit (includes wine coolers) with Outdoor Service for West Branch Firefighters Inc. on August 5, 2016 and August 6, 2016.
 - e. Approve street closures for the 2016 Hoovers Hometown Days Celebration.
 - i. 2nd Street from Main Street to the Water Street Parking Lot from 5:00 p.m. on Friday August 5, 2016 to 1:00 a.m. on Sunday August 7, 2016.
 - ii. Main Street from Parkside Drive to 2nd Street from 12:00 a.m. on Saturday August 6, 2016 to 12:00 a.m. on Sunday August 7, 2016.
 - iii. Main Street from Parkside Drive to Poplar Street, S. Downey from Wetherell to Main Street, and Wetherell from S. Poplar Street to S. Downey Street from 5:00 a.m. to 6:00 p.m. on Saturday August 6, 2016.
 - iv. N. Downey Street from Main Street to Green Street from 9:00 a.m. on Friday August 5, 2016 to 6:00 p.m. on Saturday August 6, 2016.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Councilperson Jordan Ellyson - Appointments/Reappointments/Move to action.
 - i. Rachel Mona – West Branch Fire and Rescue Department Volunteer
 - b. Mayor Roger Laughlin - Appointments/Reappointments/Move to action.
 - i. Michael Schlitz – Library Board of Trustees, June 30, 2019
 - ii. Monica Tylee – Library Board of Trustees, June 30, 2019
 - c. Jonny Stax, Jonny Stax Presents, Inc. – Promoting West Branch
 - d. Second 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.
 - e. Second Reading of Ordinance 740, amending Chapter 165 “Zoning Regulations.”/Move to action.

CITY COUNCIL MEETING AGENDA
Monday, June 27, 2016 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- f. Resolution 1482, authorizing adoption of policies and procedures regarding municipal securities disclosure./Move to action.
- g. Resolution 1483, authorizing and approving a certain Loan Agreement and providing for the issuance of \$1,000,000 General Obligation Corporate Purpose Bonds, Series 2016A and providing for the levy of taxes to pay the same./Move to action.
- h. Resolution 1484, authorizing and approving a certain Loan Agreement and providing for the issuance of \$400,000 Taxable General Obligation Urban Renewal Bonds, Series 2016B and providing for the levy of taxes to pay the same./Move to action.
- i. Resolution 1485, approving the City of West Branch, Iowa Drug and Alcohol Policy./Move to action.
- j. Resolution 1486, approving a service agreement with CJ Cooper & Associates Inc. for drug and alcohol testing programs./Move to action.
- k. Resolution 1487, approving Approve General Agreement between the United States Department of the Interior National Park Service and the West Branch Fire/Rescue Department, City of West Branch, Iowa./Move to action.
- l. Resolution 1488, approving General Agreement between the United States Department of the Interior National Park Service and the City of West Branch, Iowa regarding Law Enforcement Assistance./Move to action.
- m. Resolution 1489, approving workers compensation insurance proposal with IMWCA./Move to action.
- n. Resolution 1490, approving a liability insurance proposal with ICAP./Move to action.
- o. Resolution 1491, approving those certain agreements in connection with the West Branch Sidewalk Phase 3 Improvements Project./Move to action.
- p. Resolution 1492, approving a variance for street grades in Lynch Heights Subdivision./Move to action.
- q. Resolution 1493, approving a subdivider's agreement for Lynch Heights Subdivision./Move to action.
- r. Resolution 1494, approving the Lynch Heights Subdivision Preliminary Plat./Move to action.
- s. Resolution 1495, approving an engineering services agreement between the City of West Branch and Veenstra & Kimm, Inc. for 2016-2017 bridge inspection and rating./Move to action.

CITY COUNCIL MEETING AGENDA
Monday, June 27, 2016 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- t. Resolution 1496, amending the “Health Insurance” section of the City of West Branch, Iowa Employee Handbook./Move to action.
 - u. Resolution 1497, approving a “Wellness Policy” section in the City of West Branch, Iowa Employee Handbook./Move to action.
 - v. Resolution 1498, approving an agreement for the 2016 Hoover’s Hometown Days Celebration./Move to action.
 - w. Resolution 1499, awarding the contract for the Beranek Electrical Improvements Project./Move to action.
 - x. Resolution 1500, declaring two summer camp day trips as public purposes and approving funding for transportation./Move to action.
 - y. Resolution 1501, approving two agreements with Windstar Lines, Inc. in the amount of \$2,197.00 for transportation related to West Branch Day Camps./Move to action.
8. City Staff Reports
- a. Police Chief Mike Horihan – Police Department Policies
 - b. Police Chief Mike Horihan – School Resource Officer 28E Agreement
 - c. Police Chief Mike Horihan – Update on Kayden Powell
 - d. Police Chief Mike Horihan – AED Update
 - e. Zoning Administrator Paul Stagg – Sidewalk Inspection and Repair Policy
 - f. Public Works Director Matt Goodale – CIP Construction Update
 - g. Public Works Director Matt Goodale – West Branch Village Trail Project Update
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

**June 6, 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, 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, and Park & Recreation Director Melissa Russell. Absent: Brian Pierce

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION.

Approve minutes from the May 16, 2016 City Council Meeting.
Approve minutes from the May 27, 2016 Special City Council Meeting.
Approve claims.

Approve FY17 Cigarette Permit renewals for: Kum & Go LC dba Kum & Go #254, Fisher's Market Nauvoo IL Inc. dba Dewey's Jack & Jill, Casey's Marketing Company dba Casey's General Store #2524, Casey's Marketing Company, dba Casey's General Store #3463, and Shivji LLC, dba BP Amoco.

Approve Class E Liquor license with privileges: Class B Carryout Wine permit, Class C Carryout Beer permit, and Sunday Sales permit for Kum & Go, LC, dba Kum & Go #254.

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

EXPENDITURES	6/16/2016	
ADVANTAGE COMPANIES	DIGIITIZATION-WB TIMES	2,010.00
BAKER & TAYLOR INC.	BOOKS	307.26
CEDAR RAPIDS PHOTO COPY	IN EXCESS COPY CHARGE	96.66
CHAUNCEY BUTLER POST 514	FLAGS	140.00
CHESTNUT MOUNTAIN RESORT	RECREATION SUPPLIES	725.00
CHIEF SUPPLY CORPORATION	UNIFORMS	74.83
CLARK OPERATIC	CLARK OPERATIC	700.00
COMPASS MINERALS AMERICA I	SALT	3,935.66
CULLIGAN WATER TECHNOLOGIE	WATER SOFTENER SERVICE	38.65
DIRKS, APRIL	DIRKS, APRIL	350.00
FEHR GRAHAM	PARK IMPR-PEDERSEN VALLEY	10,620.00
FENNER, COLEMAN	UMPIRE SERVICES	25.00
FLYING HOUNDZ FRIZBEE LLC	HHTD ENTERTAINMENT	687.50
FREEMAN LOCK & ALARM INC	REKEY LOCKS	450.00
GAME TIME	PLAYGROUND EQUIPMENT	19,819.15
HAWKINS INC	CHEMICALS	912.85
HOLLYWOOD GRAPHICS	T SHIRTS & JERSEYS	424.30
IASRO	TRAINING	50.00
IOWA LEAGUE OF CITIES	IMPI-BRICK	1,095.00
JOHN DEERE FINANCIAL	TOOLBOX, SUPPLIES	338.94
JOHNSON COUNTY REFUSE INC.	GARBAGE STICKERS	625.00
KNOOP, ABBY	UMPIRE SERVICES	50.00
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,208.62
LYNCH'S EXCAVATING INC	REPAIR VALVE BOX	5,524.20
LYNCH'S PLUMBING INC	CAP LINE BERANEK PARK	522.50
MAIN STREET WEST BRANCH	GREENERY CHRISTMAS PAST	260.00
MEDIACOM	CABLE SERVICE	40.90
MONICA TYLEE	REFUND-ADDYSON TYLEE	70.00
MUNICIPAL SUPPLY INC.	SUPPLIES	1,592.00
OLSON, KEVIN D	LEGAL SERVICES-JUNE	1,500.00
PEDEN, SHANELLE M	VIDEOTAPE- P & R 5-19-16	150.00
PLAY IT AGAIN SPORTS	T- BALL SUPPLIES	386.80
PORT 'O' JONNY INC.	PARK & REC-SERVICE	87.00
POSTMASTER	PO BOX RENT	44.00
PSC DISTRIBUTION	PUMP & SUPPLIES	318.31

PYRAMID SERVICES INC.	EQUIPMENT	62.65
QUILL CORP	OFFICE SUPPLIES	160.53
S & S FLATWORK LLC	SIDEWALK REPAIR	4,600.00
STATE HYGIENIC LAB	WATER - TESTING	164.50
SUPPLYWORKS	LIGHT BULBS	75.12
THE NORTHWAY CORPORATION	SERVICE CALL	125.00
VEENSTRA & KIMM INC.	LYNCH PRELIM PLAT-OHRT ST	9,843.26
VERIZON WIRELESS	V WIRELESS 5-14 TO 6-13	983.24
VOGEL TRAFFIC SERVICES	PAVEMENT MARKING	2,065.00
WEST BRANCH REPAIRS	VEHICLE REPAIR	114.21
WEST BRANCH TIMES	LEGAL PUBLICATIONS/ADVERTISING	1,072.23
TOTAL		74,445.87
PAYROLL	5-20-16	47,208.60
PAYROLL	6-03-16	36,844.08
PAID BETWEEN MEETINGS		
FENNER, COLEMAN	UMPIRE SERVICES	175.00
GLOBAL SOFTWARE	SOFTWARE MAINTENANCE	1,155.00
HAWKEYE LAND COMPANY	LAND	22,000.00
HD CLINE	REPAIR PARTS	23.48
IOWA MUNICIPAL FINANCE OFFI	MEMBERSHIP UPGRADE	60.00
KNOOP, ABBY	UMPIRE SERVICES	50.00
LEPIC KROEGER TRUST	LAND PURCHASE	224,000.00
PHYLLIS SONDERGARD	REPLACE FLOWERS	142.00
PARKSIDE SERVICE	NEW TIRES	4,954.90
PITNEY BOWES	POSTAGE	500.00
UPS	SHIPPING	54.79
YATES, JAMES THOMAS	CONCERT	100.00
TOTAL		253,215.17
GRAND TOTAL EXPENDITURES		411,713.72
FUND TOTALS		
001 GENERAL FUND		14,972.70
022 CIVIC CENTER		323.18
031 LIBRARY		12,108.75
110 ROAD USE TAX		6,211.89
112 TRUST AND AGENCY		14,463.32
305 MAIN ST CROSSINGS PROJ		6,993.70
306 4TH ST IMPROVEMENTS PROJ		1,446.66
312 DOWNTOWN EAST REDEVELOPMENT		224,000.00
600 WATER FUND		20,058.78
610 SEWER FUND		11,134.74
GRAND TOTAL		411,713.72

COMMUNICATIONS/OPEN FORUM

Tami Urmie, co-owner of Cotton Creek Mill gave the council an update on the construction phase of the businesses new location on Main Street. Updates to the building include structural components and a new façade. Urmie is hopeful for an October 2016 completion date.

Brian Boelk, HBK Engineering provided an update to the council on the Lions Creek restoration project. Boelk said letters were being mailed to residents on Scott Drive whose properties would be affected. The letter invites them to a neighborhood meeting scheduled for June 13, 2016 from 6:00 to 7:00 p.m. The meeting will be held at the park shelter on Pedersen Street. The purpose of the meeting is to gather ideas and educate the residents on the restoration project.

PUBLIC HEARING/NON-CONSENT AGENDA

Mayor Roger Laughlin - Appointments/Reappointments/Move to action.

Jan Cretin – Library Board of Trustees, June 30, 2017

Motion by Stevenson, second by Ellyson to approve Appointments/Reappointments. AYES: Stevenson, Ellyson, Miller, Shields. Absent: Pierce. Motion carried.

Discussion of the City of West Branch, Iowa Drug and Alcohol Policy.

Muckler discussed the policy with the council and asked for feedback. He stated that the city's executive team had worked closely together to ensure the policy would meet the city's needs for current and future employees. He also stated that all employees would be subject to the policy, including the police and fire department volunteers.

Sheryl Phelps, Business Development Manager, CJ Cooper & Associates Inc. -Discussion of a service agreement with CJ Cooper & Associates Inc. for drug and alcohol testing programs.

Phelps outlined the process for the testing program and the fees. She also made the council aware the testing could be performed at a local medical facility or directly onsite.

Resolution 1471, awarding the construction contract for the West Branch Parks and Recreation Phase I Improvements Project./Move to action.

Brian Boelk, HBK Engineering reported that All American Concrete was the low bidder on the project. Motion by Shields, second by Stevenson to approve Resolution 1471. AYES: Shields, Stevenson, Miller, Ellyson. Absent: Pierce. Motion carried.

Resolution 1472, setting salaries for appointed officers and employees of the City of West Branch, Iowa for the fiscal year 2016-2107./Move to action.

Motion by Miller, second by Ellyson to approve Resolution 1472. AYES: Miller, Ellyson, Stevenson, Shields. Absent: Pierce. Motion carried.

Resolution 1460, approving a variance for street grades in the Meadows Subdivision, Part 2./Move to action.

Motion by Stevenson, second by Shields to approve Resolution 1460. AYES: Stevenson, Shields, Miller, Ellyson. Absent: Pierce. Motion carried.

Resolution 1475, approving a variance for a mid-block crossing in the Meadows Subdivision, Part 2./Move to action.

Motion by Stevenson, second by Shields to approve Resolution 1475. AYES: Stevenson, Shields, Ellyson, Miller. Absent: Pierce. Motion carried.

Resolution 1461, approving a sub-divider's agreement for the Meadows Subdivision, Part 2./Move to action.

The council voted to approve Resolution 1461 contingent upon amending the sub-divider's agreement to add language to sections 9 and 14 for further clarification and responsibility.

Motion by Ellyson, second by Stevenson to approve Resolution 1461. AYES: Ellyson, Stevenson, Miller, Shields. Absent: Pierce. Motion carried.

Resolution 1462, approving the Meadows Subdivision, Part 2 Preliminary Plat./Move to action.

City Engineer Dave Schechinger said storm water issues will be addressed during the construction phase and post construction phase via sedimentation basins located on lot twenty and forty.

Motion by Stevenson, second by Miller to approve Resolution 1462. AYES: Stevenson, Miller, Ellyson, Shields. Absent: Pierce. Motion carried.

Second 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.

Brad Larson, KLM Development addressed the Council and requested that the vote be postponed pending additional time needed to work out details on the future development of the parcel.

Motion by Shields, second by Ellyson to postpone second reading of Ordinance 739. AYES: Shields, Ellyson, Miller, Stevenson. Absent: Pierce. Motion carried.

First Reading of Ordinance 740, amending Chapter 165 “Zoning Regulations.”/Move to action.
Motion by Shields, second by Miller to approve first reading of Ordinance 740. AYES: Shields, Miller, Stevenson, Ellyson. Absent: Pierce. Motion carried.

Resolution 1473, setting the date for sale of General Obligation Corporate Purpose Bonds, Series 2016 and authorizing the use of a preliminary statement in connection therewith./Move to action.

Muckler announced that a special City Council meeting has been scheduled for June 22, 2016 at 1:00 p.m. A council quorum is required.

Motion by Miller, second by Stevenson to approve Resolution 1473. AYES: Miller, Stevenson, Shields, Ellyson. Absent: Pierce. Motion carried.

Resolution 1474, approving two agreements for the Music on the Green Concert Series./Move to action.

Motion by Stevenson, second by Miller to approve Resolution 1474. AYES: Stevenson, Miller, Ellyson, Shields. Absent: Pierce. Motion carried.

Jerry Sexton – Presentation of Cedars Edge Golf Course Development Concept Plan

Sexton presented plans to the Council for redeveloping the golf course to include a new clubhouse, additional parking and residential housing. The housing concept will include single family homes, zero lots, and 4-plex townhomes. Sexton said he hopes to have lots available by this fall. Sexton also discussed with the council the need for improvements to Johnson/Cedar Road and the possibility partnering with the city to include a swimming pool on the property. Schechinger estimated the cost of road improvements could be up to one million dollars for a concrete road versus four hundred thousand for curb and gutter with an asphalt surface. Stevenson opposed the idea that the City pay one hundred percent of the road improvements for a private development. Sexton will attend a future Park & Recreation meeting to discuss the swimming pool idea with the commission.

Public Hearing in proposed plans and specifications, proposed form of contract and estimate of cost for the construction of Main Street Sidewalk – Phase 3 for the City of West Branch, Iowa and the taking of bids therefor.

Public Hearing opened at 8:35 p.m. There were no comments. Public Hearing closed at 8:36 p.m.

Resolution 1476, approving the plans and specifications, proposed form of contract and estimate of cost for the construction of the West Branch Sidewalk Phase 3 Improvements Project and the taking of bids therefor./Move to action.

Schechinger described the project would affect the 100 block of North Downey Street and include removal of the existing sidewalk, curb and gutter. Sidewalks replaced will be ADA compliant. The property owners will be responsible for the replaced sidewalks and the City will pay for the curb and gutter.

Motion by Shields, second by Miller to approve Resolution 1476. AYES: Shields, Miller, Stevenson, Ellyson. Absent: Pierce. Motion carried.

Resolution 1477, awarding the construction contract for the West Branch Sidewalk Phase 3 Improvements Project./Move to action.

Schechinger announced that one bid was received by All America Concrete in the amount of \$77,067. He also stated that All American was also awarded the bid for the Main Street Intersection Crossing Project.

Motion by Ellyson, second by Stevenson to approve Resolution 1477. AYES: Ellyson, Stevenson, Miller, Shields. Absent: Pierce. Motion carried.

Resolution 1478, approving the Main Street Iowa Program Agreement./Move to action.

Motion by Miller, second by Shields to approve Resolution 1478. AYES: Miller, Shields, Stevenson, Ellyson. Absent: Pierce. Motion carried.

Resolution 1479, approving the Plastic Products Site Plan./Move to action.

Kevin Schuldt, Manager at Plastic Products presented to the Council the businesses desire to construct a building enclosure to store customer returns. Additional parking spaces would also be added to the property to accommodate business growth. Stevenson asked if the addition of parking spaces would create any storm water concerns and Schechinger stated that he did not feel this would be an issue.

Motion by Stevenson, second by Miller to approve Resolution 1479. AYES: Stevenson, Miller, Ellyson, Shields. Absent: Pierce. Motion carried.

Resolution 1480, approving the Kum N Go Retaining Wall Site Plan./Move to action.

Brian Boelk, HBK Engineering described the project which will include removing the existing retaining wall and replacing the wall with a more structurally appropriate material. Schechinger also commented that retaining walls that exceed 4 feet in height require a handrail for safety. Boelk stated that the owners have been advised of the requirement. Muckler also commented that a building permit would be required.

Motion by Miller, second by Shields to approve Resolution 1480. AYES: Miller, Shields, Ellyson, Stevenson. Absent: Pierce. Motion carried.

CITY STAFF REPORTS

Parks and Recreation Director Melissa Russell – Summer Park & Rec Programs

Russell highlighted two programs currently in progress and stated that attendance was better than expected. She also noted that Active Adventures is a new program this year and targets the 9 to 11 age group.

City Administrator Matt Muckler - West Branch Fire and Rescue Cadet Program

Muckler stated that staff is still looking into insurance options for the cadets since Worker’s Comp does not cover them in the event of an accident. The program has been put on hold until a policy can be developed to cover the cadets.

City Administrator Matt Muckler – Update on Trails Agreements

Muckler reminded the Council of the current agreement for maintaining the trail between the high school and the Hoover Bridge on West Main Street. Currently, the City is responsible for mowing the trail, the school takes care of the plowing in winter and the Park Service maintains the bridge of which it recently replaced. Muckler indicated the schoolboard would be meeting soon to review the current agreement.

City Administrator Matt Muckler – CIP Projects, FY17-FY20

Muckler reviewed the current projects and asked the Council for feedback on whether or not changes would need to be made. This item will need further thought and discussion.

City Engineer Dave Schechinger – Casey’s Road Improvements Schedule

Schechinger stated that Casey’s would begin road work on South Downey beginning the week of June 13th. This includes finishing up repairs in the hotel parking lot at the Days Inn. Completion of this project is expected to be in mid-July.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Miller asked Schechinger to follow up with engineering firm, French-Reneker on the West Branch Village Trail Project.

ADJOURNMENT

Motion to adjourn regular meeting by Stevenson, second by Shields. Motion carried on a voice vote. City Council meeting adjourned at 9:23 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, Deputy City Clerk

**City of West Branch
RECORDS DESTRUCTION FORM**

Page 1 of 1

CAUTION: A state record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. Any record subject to federal audit must be retained until the expiration of the audit period or the period specified in the City of West Branch Records Retention manual, whichever is later.

Departmental Destruction		<input checked="" type="checkbox"/> I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Records Retention Schedule and that all audit and administrative requirements have been satisfied. <input checked="" type="checkbox"/> I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and all administrative requirements have been satisfied. Date approved by City Council:
Date of Records Destruction:		
Department Name: Administration – City Office		
Destruction Method:		
Shredding _____ Discard _____ Outside Vendor <u> X </u> Document Destruction & Recycling Services		
Destruction Certificate: 112049		

Description of Records The contents of each box should be listed separately	Inclusive Dates	Retention Period	Record Type
FY 06 Receipt Journals	FY 06	10yrs	Financial
Claims	FY 11	5yrs	Financial
Bank Statements	FY 11	5yrs	Financial
Payroll timesheets	FY 11	5yrs	Payroll & Personnel
Investments	FY 11	5yrs	Financial

INSTRUCTIONS FOR FILLING OUT THE RECORDS DESTRUCTION FORM

1. Fill in the department name and date.
2. Locate a description of your records in the Records Retention Schedule and record.
3. Enter the description of the records in the “Description of Records” column.
4. Fill in the “Inclusive Dates” of the records. Please include month and year.
5. Fill in the “Retention Period” listed for the records in the Records Retention Schedule.
6. Fill in the “Record Type” of the records (for example, P= Paper, E=Electronic, etc.). The completed *original* Records Destruction form must be maintained as a permanent record at the City Office.

EXPENDITURES**6/27/2016**

AERO RENTAL INC	EQUIPMENT RENTAL	66.00
AMAZON	BOOKS & SUPPLIES	799.88
BAKER & TAYLOR INC.	BOOKS	756.93
BARRON MOTOR SUPPLY	VEHICLE REPAIR PARTS	28.71
BP AMOCO	VEHICLE FUEL	185.84
BRICK, LESLIE	MILEAGE REIMBURSEMENT	206.68
BUSINESS RADIO SALES	PAGERS	2,489.26
CEDAR COUNTY ENGINEER	ROAD ROCK	1,839.19
CEDAR COUNTY RECORDER	RECORDING SERVICES	146.00
CEDAR RAPIDS PHOTO COPY INC	COPIER MAINTENANCE FEE	95.38
CHIEF SUPPLY CORPORATION	GLOVES	161.99
EMERGENCY MEDICAL PRODUCT	MEDICAL SUPPLIES	263.70
FEHR GRAHAM	P VALLEY PARK IMP- DESIGN	5,310.00
FELD FIRE EQUIPMENT CO. INC	HOSE TESTER	2,686.00
FENNER, COLEMAN	UMPIRE SERVICES	125.00
GOERDT, TERENCE J	INSPECTION SERVICES	455.00
HARRY'S CUSTOM TROPHIES LTD.	SUPPLIES	396.00
HBK ENGINEERING LLC	LION'S FIELD CREEK	578.80
HOLIDAY WRECKER SERVICE, INC	TOWING SERVICE	795.00
HY-VEE ACCOUNTS RECEIVABLE	CONCESSION STAND SUPPLIES	90.93
IMAGE TREND INC	SERVICE	600.00
INDUSTRIAL SCIENTIFIC CORP	SAFETY EQUIPMENT	1,500.00
IOWA CITY PRESS-CITIZEN	NEWSPAPER SUBSCRIPTION	216.02
IOWA CITY/COUNTY MANAGEMENT	IOWA CITY/COUNTY MANAGEMENT ASSOC	120.00
IOWA ONE CALL	LOCATION SERVICE	46.80
JOEY DEAN WENNDT	FIRE TRAINING	450.00
JOHN DEERE FINANCIAL	SUPPLIES	219.07
JONNY STAX PRESENTS, INC	CONSULTING	2,000.00
JOURNEYED COM INC	SOFTWARE LICENSE	43.36
KINGDOM GRAPHICS LLC	SIGN	15.00
LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	1,220.36
LYNCH'S EXCAVATING INC	SEWER REPAIR	6,669.40
LYNCH'S PLUMBING INC	SINK DRAIN AT WATER PLANT	82.00
MENARDS	SUPPLIES	41.44
MISCELLANEOUS VENDOR	KELLY MCLEAN: REF VENDOR FEE	60.00
MISCELLANEOUS VENDOR	STACY WATERS: REF SWIM FEE	5.00
OVERDRIVE INC	EBOOKS	194.26
PHYSIO-CONTROL INC	DEFIBRILATORS	6,709.35
PLAY IT AGAIN SPORTS	SPORTS SUPPLIES	714.67
PLUNKETT'S PEST CONTROL INC	PLUNKETT'S PEST CONTROL INC	95.18
PORT 'O' JONNY INC.	PORT TOILET SERVICE	283.10
PRO-VISION	BODY CAMERAS	525.00
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	564.00
RACOM CORPORATION	RADIO	5,718.75
RED BUFFALO TREE SERVICE	TREE REMOVAL	1,750.00
RICKERTSEN, LISA	CONSULTING	200.00
RUSSELL, MELISSA	DAY CAMP SUPPLIES	89.47
STATE HYGIENIC LAB	LAB ANALYSIS	150.00

THE GAZETTE	NEWSPAPER SUBSCRIPTION	291.20
THE LIBRARY STORE INC	OFFICE SUPPLIES	139.90
VEENSTRA & KIMM INC.	BERANEK ST PRELIM ENG	5,045.25
WALMART COMMUNITY/GEMB	PROGRAM SUPPLIES	237.44
WEST BRANCH FIREFIGHTERS	EQUIPMENT	1,026.56
WEST BRANCH REPAIRS	INSPECT DODGE PICKUP	912.87
TOTAL		55,411.74

PAYROLL 6-17-16 **47,255.68**

PAID BETWEEN MEETINGS

BARRON MOTOR SUPPLY	REPAIR/MAINTENANCE SUPPLIES	214.58
CEDAR COUNTY RECORDER	RECORDING FEE -HAWKEYE LAND	34.40
CEDAR RAPIDS PHOTO COPY	OFFICE SUPPLIES	23.11
COSTCO WHOLESALE	LIBRARY & PARK & REC SUPPLIES	533.63
D&R PEST CONTROL	PEST CONTROL	70.00
DEMCO	SUPPLIES	30.03
DEWEY'S JACK & JILL	SUPPLIES	21.54
FENNER, COLEMAN	UMPIRE SERVICES	75.00
HOLLYWOOD GRAPHICS	JERSEYS	102.90
KNOOP, ABBY	UMPIRE SERVICES	50.00
MACH 3 ENTERPRISES	SUMMER READING PROGRAM	300.00
MCGOVERN, TARA	SUMMER CONCERT ENTERTAINMENT	400.00
JACQUIE ALBRECHT	REFUND	35.00
OVERDRIVE, INC	EBOOKS	492.87
PSC DISTRIBUTION	SUPPLIES	15.75
QUILL CORP	SUPPLIES	96.63
SHIMMIN, NICK	LIBRARY WEB HOSTING	119.88
TALLGRASS BUSINESS RESOURCES	CHAIRS	2,328.24
TISINGER, MATT	MEDICAL REIMBURSEMENT	107.27
UPS	SEWER-SHIPPING	26.30
UPSTART	SUPPLIES	12.50
US BANK EQUIPMENT FINANCE	COPIER RENT	300.80
WEX BANK	FUEL	1,872.86
TOTAL		7,263.29

GRAND TOTAL EXPENDITURES **109,930.71**

FUND TOTALS

001 GENERAL FUND	71,540.54
022 CIVIC CENTER	90.78
031 LIBRARY	11,407.29
110 ROAD USE TAX	4,138.26
112 TRUST AND AGENCY	2,245.65
600 WATER FUND	12,879.84
610 SEWER FUND	7,049.55
740 STORM WATER UTILITY	578.80
	-

GRAND TOTAL **109,930.71**

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	PHYSIO-CONTROL INC	DEFIBRILATORS	6,709.35
		WEST BRANCH REPAIRS	INSPECT DODGE PICKUP	25.00
		CHIEF SUPPLY CORPORATION	GLOVES	161.99
		PRO-VISION	BODY CAMERAS	525.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	201.74
		BARRON MOTOR SUPPLY	VEHICLE MAINT SUPPLIES	16.29
		TOTAL:		7,639.37
FIRE OPERATION	GENERAL FUND	WEST BRANCH FIREFIGHTERS	EQUIPMENT	1,026.56
		BUSINESS RADIO SALES	PAGERS	2,489.26
		BP AMOCO	VEHICLE FUEL	96.06
		RACOM CORPORATION	RADIO	5,718.75
		WEST BRANCH REPAIRS	BATTERIES	48.00
			BAATTERIES	41.98
			VEHICLE MAINTENANCE	797.89
		IMAGE TREND INC	SERVICE	600.00
		FELD FIRE EQUIPMENT CO. INC	HOSE TESTER	2,337.00
			EQUIPMENT	349.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	100.10
			TELEPHONE SERVICE	44.28
		EMERGENCY MEDICIAL PRODUCTS INC.	EMERGENCY MEDICIAL PRODUCT	263.70
		HOLIDAY WRECKER SERVICE, INC.	TOWING SERVICE	795.00
		INDUSTRIAL SCIENTIFIC CORPORATION	SAFETY EQUIPMENT	1,500.00
		BARRON MOTOR SUPPLY	VEHICLE REPAIR PARTS	8.28
			VEHICLE REPAIR PARTS	4.14
		JOEY DEAN WENNDT	FIRE TRAINING	450.00
		TOTAL:		16,670.00
		PARK & RECREATION	GENERAL FUND	HARRY'S CUSTOM TROPHIES LTD
RUSSELL, MELISSA	DAY CAMP SUPPLIES			89.47
PORT 'O' JONNY INC.	PORT TOILET SERVICE			87.00
PLAY IT AGAIN SPORTS	SPORTS SUPPLIES			114.72
	SPORTS SUPPLIES			16.99
	YOUTH SPORTS SUPPLIES			271.98
	YOUTH SPORTS SUPPLIES			310.98
FEHR GRAHAM	P VALLEY PARK IMP- DESIGN			5,310.00
LIBERTY COMMUNICATIONS	TELEPHONE SERVICE			145.04
FENNER, COLEMAN	UMPIRE SERVICES			125.00
HY-VEE ACCOUNTS RECEIVABLE	CONCESSION STAND SUPPLIES			90.93
MISCELLANEOUS V STACY WATERS	STACY WATERS:REFUND SWIM B			5.00
TOTAL:				6,963.11
CEMETERY	GENERAL FUND			BP AMOCO
		PORT 'O' JONNY INC.	PORT TOILET SERVICE	109.10
			PORT TOILET SERVICE	87.00
		TOTAL:		260.99
CLERK & TREASURER	GENERAL FUND	GOERDT, TERENCE J	INSPECTION SERVICES	455.00
		PLUNKETT'S PEST CONTROL INC	PLUNKETT'S PEST CONTROL IN	47.59
		BRICK, LESLIE	MILEAGE REIMBURSEMENT	206.68
		VEENSTRA & KIMM INC.	BERANEK ST PRELIM ENG	1,759.05
			RUMMELLS LOT 4 SITE DRAWIN	134.00
			CEDAR-JOHNSON ROAD	2,000.00
			CROELL SITE EVALUATION	710.00
			GOLF COURSE DEV REVIEW	442.20
		RICKERTSEN, LISA	CONSULTING	200.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	295.28
		IOWA CITY/COUNTY MANAGEMENT ASSOC.	DUES	120.00
		JONNY STAX PRESENTS, INC.	CONSULTING	2,000.00
			TOTAL:	8,369.80
LEGAL SERVICES	GENERAL FUND	CEDAR COUNTY RECORDER	RECORDING SERVICES	146.00
			TOTAL:	146.00
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	57.13
		AMAZON	BOOKS & SUPPLIES	18.99
		JOURNEYED COM INC	SOFTWARE LICENSE	43.36
			TOTAL:	119.48
NON-DEPARTMENTAL	GENERAL FUND	MISCELLANEOUS V KELLY MCLEAN	KELLY MCLEAN: REF VENDOR F	60.00
			TOTAL:	60.00
TOWN HALL	CIVIC CENTER	PLUNKETT'S PEST CONTROL INC	PLUNKETT'S PEST CONTROL IN	47.59
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	43.19
			TOTAL:	90.78
LIBRARY	LIBRARY	OVERDRIVE INC	EBOOKS	194.26
		WALMART COMMUNITY/GEMB	PROGRAM SUPPLIES	6.12
			PROGRAM SUPPLIES	126.68
			PROGRAM SUPPLIES	104.64
		CEDAR RAPIDS PHOTO COPY INC	COPIER MAINTENANCE FEE	95.38
		AERO RENTAL INC	EQUIPMENT RENTAL	66.00
		BAKER & TAYLOR INC.	BOOKS	224.08
			BOOKS	392.55
			BOOKS	140.30
		IOWA CITY PRESS-CITIZEN	NEWSPAPER SUBSCRIPTION	216.02
		THE LIBRARY STORE INC	OFFICE SUPPLIES	139.90
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	186.35
		KINGDOM GRAPHICS LLC	SIGN	15.00
		THE GAZETTE	NEWSPAPER SUBSCRIPTION	291.20
		AMAZON	BOOKS & SUPPLIES	16.48
			BOOKS & SUPPLIES	511.47
			BOOKS & SUPPLIES	218.93
			BOOKS & SUPPLIES	34.01
			TOTAL:	2,979.37
ROADS & STREETS	ROAD USE TAX	LYNCH'S EXCAVATING INC	WATER/SEWER REPAIR	475.10
		BP AMOCO	VEHICLE FUEL	24.89
		RED BUFFALO TREE SERVICE	TREE REMOVAL	1,750.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	49.08
		CEDAR COUNTY ENGINEER	ROAD ROCK	1,839.19
			TOTAL:	4,138.26
WATER OPERATING	WATER FUND	IOWA ONE CALL	LOCATION SERVICE	23.40
		LYNCH'S EXCAVATING INC	WATER/SEWER REPAIR	475.10
			REPLACE HYDRANT	5,719.20
		STATE HYGIENIC LAB	LAB ANALYSIS	150.00
		LYNCH'S PLUMBING INC	SINK DRAIN AT WATER PLANT	82.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	49.08
			TOTAL:	6,498.78
SEWER OPERATING	SEWER FUND	IOWA ONE CALL	LOCATION SERVICE	23.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	564.00
		MENARDS	SUPPLIES	41.44
		JOHN DEERE FINANCIAL	SUPPLIES	219.07
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	49.09
			TOTAL:	897.00
STORM WATER UTILITY	STORM WATER UTILIT	HBK ENGINEERING LLC	LION'S FIELD CREEK	578.80
			TOTAL:	578.80

===== FUND TOTALS =====

001	GENERAL FUND	40,228.75
022	CIVIC CENTER	90.78
031	LIBRARY	2,979.37
110	ROAD USE TAX	4,138.26
600	WATER FUND	6,498.78
610	SEWER FUND	897.00
740	STORM WATER UTILITY	578.80

	GRAND TOTAL:	55,411.74

TOTAL PAGES: 3

West Branch Fire and Rescue Department
PO Box 218
105 S. 2nd Street
West Branch IA 52358

Phone Emergency: 911
Business: (319) 643-2110
Fax: (319) 643-3293

West Branch Fire and Rescue Department
Application for Membership

Name: Rachel Mona Occupation: Student
Address: 510 290th St Home Phone: _____

How long employed at present job? _____ Hours Worked: _____

Do you live within the city limits? Yes ___ No X
Are you employed within the city limits: Yes ___ No ___

Will your employer allow time off to respond to emergency calls? _____
If so, employers signature: _____ Date: _____

Do you have any current or previous ailments, disabilities, or mental disorders that could affect your duties as an emergency responder?
none

Are you willing to take a DOT physical? This is required by the department. Yes X No _____

Driver's license history will need to be checked for insurance purposes. Do we have your permission to do so? Yes X No _____

What type of responder are you applying for? Firefighter _____ Medical _____ Both X

Are you willing to take a First Responder course? Yes X No _____

West Branch Fire and Rescue Department
PO Box 218
105 S. 2nd Street
West Branch IA 52358

Phone Emergency: 911
Business: (319) 643-2110
Fax: (319) 643-3293

The department will expect your attendance at all meetings, trainings, fundraisers, ect. As well as responding to calls. Can you give this much time? Yes X No _____

Please list any experience or certifications.

CPR + AED certification

Please briefly explain why you would like to be considered for membership of the West Branch Fire and Rescue Department:

I have been interested in volunteering for the fire department for years. Also, I would like to become an involved member of the community

Upon your signature of this document, you are stating these questions have been answered truthfully, and to the best of your knowledge.

Applicants Signature:

Dashed Mona

Applicant's Spouse:

1st WBFD Sponsor:

Matt

2nd WBFD Sponsor:

Trent Hansen

Department use only:

If and when membership of the WBFD have voted to accept this individual as a member of the said department, at a regular meeting of the department, Chief, and Secretary sign below as documentation of that fact.

Chief:

Tim Steinhilber

Date:

5/11/16

Secretary:

Paul Hoover

Date:

6/15/16

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 27th day of June, 2016.

Read First Time: May 2, 2016
Read Second Time: June 27, 2016
Read Third Time:

Roger Laughlin, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 740

AN ORDINANCE AMENDING CHAPTER 165 “ZONING REGULATIONS.”

WHEREAS, the city staff of the City of West Branch, Iowa, believes that allowances for temporary directional signage for open house events in the city right-of-way should be allowed the Code section related to “For Sale” and “To Rent” signs; and

WHEREAS, the city staff of the City of West Branch, Iowa, believes that a clarification in the language contained within *Section 165.43 SIGNS* in the Zoning Code will aide Realtors and others wishing to buy and sell homes; and

WHEREAS, local Realtors have reviewed and provided input on these recommendations; and

WHEREAS, the City Council of the City of West Branch, Iowa has reviewed these recommendations and concurs with the city staff.

NOW, THEREFORE, BE IT ORDAINED:

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 165 “ZONING REGULATIONS” of the Code of West Branch, Iowa is hereby amended by revising the following subsection to Chapter 165:

165.43 SIGNS. – Amend as follows:

165.43(1) Permitted Signs, R District.

165.43(1) (B) “For Sale” and “To Rent” Signs, subject to the following:

165.43(1) (B) (2) No sign shall project beyond the property line into the public way, **except for an open house or similar event. For an open house, portable off-premises residential directional signs announcing directions to a specific residence open house for sale or rent shall not exceed 42 inches in height. These signs may be located on the right-of-way outside of vehicular and bicycle lanes, but shall only be permitted for 48 hours prior to the open house and must be removed immediately after the open house.**

2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.

3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
4. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 27th day of June, 2016.

First Reading: June 6, 2016
Second Reading: June 27, 2016
Third Reading:

Roger Laughlin, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

MINUTES AUTHORIZING ADOPTION OF
POLICIES AND PROCEDURES RE: MUNICIPAL
SECURITIES DISCLOSURE

439235

West Branch, Iowa

June 27, 2016

The City Council of the City of West Branch, Iowa, met on June 27, 2016, at 7:00 o'clock p.m. at the City Council Chambers, West Branch, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

•••••

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

Mayor

Attest:

City Clerk

RESOLUTION NO. 1482

Resolution Authorizing Adoption of Policies and Procedures Regarding Municipal Securities Disclosure

WHEREAS, pursuant to the laws of the State of Iowa, the City of West Branch, Iowa (the “City”) has publicly offered, and likely will issue and publicly offer in the future, its notes, bonds or other obligations (the “Bonds”); and

WHEREAS, the City deems it necessary and desirable to adopt certain Policies and Procedures Regarding Municipal Securities Disclosure to be followed in connection with the issuance and on-going administration of publicly offered Bonds; and

WHEREAS, the proposed Policies and Procedures Regarding Municipal Securities Disclosure are attached hereto as Exhibit A (the “Disclosure Policies and Procedures”); and

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

Section 1. The Disclosure Policies and Procedures attached hereto as Exhibit A are hereby adopted and shall be dated as of the date hereof.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved June 27, 2016.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTIES OF CEDAR AND JOHNSON SS:
CITY OF WEST BRANCH

I, the undersigned, City Clerk of the City of West Branch, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the City's adoption of the Policies and Procedures Regarding Municipal Securities Disclosure.

WITNESS MY HAND this _____ day of _____, 2016.

City Clerk

Exhibit A

West Branch

Policies and Procedures Regarding Municipal Securities Disclosure

As an issuer of municipal securities (bonds, notes and/or other obligations, referred to herein as “Bonds”), the City of West Branch, Iowa (the “Issuer”) has adopted the policies and procedures set forth herein (collectively, the “Disclosure Policy”) to guide the Issuer’s actions with respect to (1) the disclosure document (often referred to as the “official statement”) for publicly-offered Bonds and (2) ongoing disclosure requirements associated with outstanding Bonds (also known as “continuing disclosure”).

This Disclosure Policy includes the following elements: (1) disclosure training for officials responsible for producing, reviewing and approving disclosure documents; (2) establishment of procedures for review of relevant disclosure requirements, and (3) ensuring that any procedures established are followed.

Background

The anti-fraud provisions of federal securities laws apply to municipal securities such as the Issuer’s Bonds. The U.S. Securities and Exchange Commission (the “SEC”) can bring enforcement actions against the Issuer, members of its governing body, government employees and officials, and professionals working on the bond transaction. This Disclosure Policy is designed to provide the necessary policy framework and accompanying procedures for compliance by the Issuer with its disclosure responsibilities.

When Bonds are issued and publicly offered, an official statement will be prepared on behalf of the Issuer. The official statement is the disclosure document that sets forth the terms associated with the Bonds, and this document will be used to market and sell the Issuer’s Bonds.¹ In addition, for transactions larger than \$1 million in size that include an official statement, the Issuer enters into a continuing disclosure certificate, agreement or undertaking (the “CDC”). The CDC is a contractual obligation of the Issuer, pursuant to which the Issuer agrees to provide certain financial information filings (at least annually) and material event notices to the public. The CDC is necessary to allow the bond underwriters comply with SEC Rule 15c2-12. As noted below, filings under the CDC must be made electronically at the Electronic Municipal Market Access (EMMA) portal (www.emma.msrb.org).

Accordingly, this Disclosure Policy addresses the following three aspects of disclosure: (1) preparation and approval of official statements in connection with new Bonds; (2) on-going continuing disclosure requirements under a CDC; and (3) education of staff and elected officials with respect to disclosure matters.

1. Primary (New) Offerings of Bonds – Official Statements of the Issuer

¹ Under federal law issuers of municipal securities are primarily responsible for the content of their disclosure documents (the official statement), regardless of who prepared the document. An issuer does not discharge its disclosure obligations by hiring professionals to prepare the official statement. An issuer has “an affirmative obligation” to know the contents of its official statement, including the financial statements. Finally, executing an official statement without first reading the official statement to ascertain whether it is accurate may be reckless (the basis for certain anti-fraud causes of action by the SEC).

In connection with issuance of its publicly-offered Bonds (Bonds sold via the public market, through a broker-dealer known as an “underwriter”), the Issuer will prepare (or cause its hired professionals to prepare) a disclosure document commonly known as an “official statement.” This official statement is the document that describes the issuance of the Bonds to the marketplace and as such, *under federal law, the official statement cannot contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.*

To ensure the Issuer’s official statements are properly prepared and reviewed, the Issuer adopts the procedures set forth in Appendix I hereto.

2. Continuing Disclosure Compliance (CDC Compliance)

The Issuer has entered into, or may in the future enter into, CDCs in connection with its bond issues. Under these contractual agreements, the Issuer agrees to provide to the marketplace certain financial information and notices of material events. The Issuer will file, or cause to be filed, necessary items under the CDCs in a searchable electronic format at the Electronic Municipal Market Access (EMMA) portal (www.emma.msrb.org).

To ensure compliance with its contractual continuing disclosure obligations, the Issuer adopts the procedures set forth in Appendix II hereto.

3. Systematic Training of Staff and Governing Body Members

In addition to the specific procedures adopted under this Disclosure Policy, the Issuer understands that ongoing training of both necessary staff and members of the governing body is essential to successful compliance with the Issuer’s disclosure obligations. Accordingly, the Issuer has implemented the following training procedures (which may be implemented with the assistance of counsel to the Issuer):

A. *Annual Training.* Necessary Issuer employees are required to attend annual training regarding disclosure and financial reporting requirements of the federal securities laws. Such training shall include a complete review of this Disclosure Policy, all current CDCs, Rule 15c2-12 and the material events required to be reported pursuant to such Rule, and a complete overview of the Issuer’s obligations under the federal securities laws. The City Administrator is responsible for coordinating the annual training, and not later than six months after the end of each fiscal year, the City Administrator shall provide written certification to the City Council that the annual disclosure training has been completed.

B. *Specific Training.* When appropriate, the City Administrator shall conduct (or cause to be conducted) training with individuals on those persons’ specific roles and responsibilities in the disclosure and financial reporting process.

C. *Governing Body Training.* Not less than once every two years, the members of the Issuer’s governing body are required to attend annual training on this Disclosure Policy and the disclosure and financial reporting requirements of the federal securities laws. The City Administrator is responsible for coordinating this training.

Appendix I

Written Procedures for Preparing Official Statements

1. At the commencement of a financing, the City Administrator shall develop or cause its finance team to develop a plan for preparation of the official statement and a schedule that allows sufficient time for all required work, including appropriate review and participation by members of the financing team and knowledgeable Issuer staff.
2. The City Administrator shall be responsible for managing the preparation process for the official statement, and shall obtain the assistance of other participants within the Issuer and legal and financial professionals, as necessary and appropriate.
3. The City Administrator shall be responsible for developing a program for coordinating staff review of the disclosure information and obtaining formal sign-off from staff on the disclosure documents.
4. The City Administrator shall ensure that any previous failure to fully comply with continuing disclosure obligations during the prior five year period is disclosed in the official statement.
5. Members of the City Council, the City Administrator and any other key officials, shall review the official statement and shall be given not less than 7 days to review an official statement prior to being asked to vote on its approval, absent extenuating circumstances. Members of the City Council responsible for reviewing the official statement, shall contact the City Administrator during the review period to discuss potential issues, questions or comments with respect to the official statement.

Appendix II

Written Procedures Regarding Continuing Disclosure

1. The City Administrator shall be responsible for compliance with the Issuer's obligations under continuing disclosure agreements, undertakings or certificates (the "CDC"), including without limitation annual filings, material event notice filings, voluntary filings and other filings required by the CDC.
2. Prior to execution of a CDC in connection with a bond issue, the CDC shall be discussed with bond counsel, the underwriter and financial advisor to ensure a full understanding of Issuer obligations.
3. The City Administrator shall have primary responsibility for ensuring that statements or releases of information relating to the Issuer's finances to the public that are reasonably expected to reach investors and the financial markets, including website updates, press releases and market notices, are accurate and not misleading in any material respect. The City Administrator shall work to ensure that all public statements and information released by the Issuer are accurate and not misleading in all material respects.
4. The City Administrator shall be responsible for compiling and maintaining a list of all outstanding bond issues subject to continuing disclosure, noting the applicable filing dates [see attached table format, Part I, for tracking this information (the "Disclosure Table")].
5. The City Administrator shall be responsible for assembling and maintaining copies of the final CDC and final Official Statements for each applicable bond issue, together with any third-party Dissemination Agent Agreements, if applicable.
6. The City Administrator shall document and track the required information to be filed, including dates such information is filed [see attached Disclosure Table, Part II].
7. The City Administrator shall be responsible for registering for continuing disclosure filing email reminders from the "EMMA" website (<http://emma.msrb.org>).
8. At least 30 days prior to the earliest filing deadline listed on the Disclosure Table, the City Administrator shall begin the process of compiling necessary information required by the CDCs (and coordinate with outside professionals hired to compile this information, if applicable).
9. At least 10 days prior to each filing deadline, the City Administrator shall determine whether all necessary items have been compiled for filing pursuant to the CDC requirements (including review with outside professionals if applicable).
10. At least 3 days prior to each filing deadline, the City Administrator shall file (or cause any Dissemination Agent to file) the necessary items on the EMMA website. After filing, the City Administrator shall confirm that all items have, in fact, been filed on EMMA as required, and shall note the filing date on the Disclosure Table.
11. In addition to the continuing disclosure filings, the City Administrator shall be responsible for determining whether any of the following "listed events" has taken place and if so, discuss the same with its external legal and financial professionals and cause the filing of notice to be made on EMMA within ten business days of such events:

- a. Principal and interest payment delinquencies;
 - b. Non-payment related defaults, if material;
 - c. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - d. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - e. Substitution of credit or liquidity providers, or their failure to perform;
 - f. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
 - g. Modifications to rights of security holders, if material;
 - h. Bond calls, if material, and tender offers;
 - i. Defeasances;
 - j. Release, substitution, or sale of property securing repayment of the securities, if material;
 - k. Rating changes;
 - l. Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - m. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - n. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
12. The City Administrator shall be the primary contact person for responding to inquiries from investors and for maintaining the investor relations portion of the Issuer's website, if any.
13. The City Administrator shall be responsible for coordinating and filing any voluntary information with EMMA, after consultation with the Issuer's legal and financial professionals.

a.

Form of Disclosure Table

Part I – Master Tracking Table (list of deadlines for all bond issues)

Name of Bond Issue	Date of Issue	Final Maturity Date	Dissemination Agent?	CUSIP for Final Maturity	Deadline for Annual Report

Part II – Separate Table for Each Bond Issue (tracks details of filings for each issue)

[Name of Bonds][date of issue]	Reporting Periods [inset date info was filed on EMMA]			
Description of Financial Information / Operating Data to file on EMMA	FY2013	FY2014	FY2015	FY2016
[audit]				
[list applicable tables in Official Statement]				
[unaudited financials, if audit not available by deadline]				
[other information]				

MINUTES TO PROVIDE FOR THE
ISSUANCE OF BONDS

439235-10

West Branch, Iowa

June 27, 2016

The City Council of the City of West Branch, Iowa, met on June 27, 2016, at 7:00 o'clock p.m., at the City Council Chambers, 110 N. Poplar Street, West Branch, Iowa.

The meeting was called to order by the Mayor, and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____ introduced the resolution hereinafter next set out and moved that the resolution be adopted, seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 1483

Resolution authorizing and approving a certain Loan Agreement, providing for issuance of \$1,000,000 General Obligation Corporate Purpose Bonds, Series 2016A, and providing for the levy of taxes to pay the same

WHEREAS, the City of West Branch (the “City”), in Cedar and Johnson Counties, State of Iowa has heretofore proposed to enter into a General Obligation Loan Agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$500,000 for the purpose of paying the costs, to that extent, of constructing street, storm water drainage, sidewalk, water system and sanitary sewer system improvements and installing street signage and signalization (collectively, the “Essential Projects”), and has published notice of the proposed action and has held a hearing thereon on June 27, 2016; and

WHEREAS, the City has also heretofore proposed to enter into a General Obligation Loan Agreement (the “General Purpose Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$400,000 for the purpose of paying the costs, to that extent, of land acquisition and site preparation for economic development and in-fill redevelopment, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of June 27, 2016, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.24A of the Code of Iowa, the City also heretofore proposed to enter into a loan agreement (the “Park Project Loan Agreement”) and to borrow money thereunder in an amount not exceeding \$4,000,000 to provide funds to pay the cost, to that extent, of undertaking the West Branch Park Improvements Project, including ball diamonds; volleyball courts; lighting improvements; playground equipment; concessions, restroom and shelter facilities; recreation trails; landscaping; parking lots; and the installation of related public infrastructure improvements, and pursuant to law and duly published notice, has held a successful election on said proposal on November 3, 2016; and

WHEREAS, pursuant to law and the successful election on the Park Project Loan Agreement, the City now intends to use a portion of its borrowing authority thereunder to enter into an initial loan agreement (the “Initial Park Project Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$500,000 to pay the cost, to that extent, of funding the initial costs of the West Branch Park Improvement Project (the “Park Project”) (collectively hereinafter the Essential Projects and the Park Project are referred to as the “Projects”); and

WHEREAS, the City retains the right to enter into the Park Project Loan Agreement, or derivatives thereof, and to thereby exercise its remaining authority to borrow up to \$3,500,000 thereunder in the future; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City Council has combined the Essential Purpose Loan Agreement, the General Purpose Loan Agreement and the Initial Park Project Loan Agreement into a single loan agreement (the “Loan Agreement”); and

WHEREAS, it is necessary to divide the City’s authority under the Loan Agreement into two separate series of bonds, General Obligation Corporate Purpose Bonds, Series 2016A (the “2016A Bonds”) in the approximate principal amount of \$1,000,000, and Taxable General Obligation Urban Renewal Bonds, Series 2016B (the “2016B Bonds”) in the approximate principal amount of \$400,000, each to be issued under its own respective loan agreement (respectively the “2016A Loan Agreement” and the “2016B Loan Agreement”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the 2016A Bonds and the 2016B Bonds, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by Speer Financial, Inc. (the “Financial Advisor”); and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the 2016A Bonds to be issued in evidence of the City’s obligation under the 2016A Loan Agreement were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of UMB Bank, n.a., Kansas City, Missouri (the “Purchaser”), is the best, such bid proposing the lowest interest cost to the City for the 2016A Bonds;

WHEREAS, the Purchaser has executed a certain Official Bid Form/Sale Agreement with respect to the 2016A Loan Agreement and the 2016A Bonds, and the City has previously approved the Sale Agreement and has made provision for its execution and delivery; and

WHEREAS, it is now necessary to make final provision for the approval of the 2016A Loan Agreement and to authorize the issuance of the 2016A Bonds to provide for the payment of costs, to the extent, of undertaking the projects;

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

Section 1. The City shall enter into the 2016A Loan Agreement with the Purchaser, in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$1,000,000, for the purpose or purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the 2016A Loan Agreement on behalf of the City, and the 2016A Loan Agreement is hereby approved.

Section 2. The 2016A Bonds, in the aggregate principal amount of \$1,000,000, are hereby authorized to be issued in evidence of the City’s obligation under the 2016A Loan Agreement. The 2016A Bonds shall be in the denomination of \$5,000 each, or any integral

multiple thereof, shall be dated July 19, 2016, and shall mature on June 1 in each of the years, in the respective principal amounts, and bear interest at the respective rates, as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2019	\$170,000	1.00%	2025	\$185,000	1.75%
2021	\$170,000	1.30%	2027	\$195,000	2.00%
2023	\$180,000	1.50%	2028	\$100,000	2.10%

Section 3. Bankers Trust Company, Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the 2016A Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the City Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the 2016A Bonds maturing in the years 2025 to 2028, inclusive, prior to and in any order of maturity on June 1, 2023 or on any date thereafter upon terms of par and accrued interest. If less than all of the 2016A Bonds of any like maturity are to be redeemed, the particular part of those 2016A Bonds to be redeemed shall be selected by the Registrar by lot. The 2016A Bonds may be called in part in one or more units of \$5,000.

Principal of the Bonds maturing on June 1, 2019 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2018, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2018	\$85,000
2019	\$85,000 (Maturity)

Principal of the Bonds maturing on June 1, 2021 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2020, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2020	\$85,000
2021	\$85,000 (Maturity)

Principal of the Bonds maturing on June 1, 2023 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2022, at a redemption price of 100% of the principal

amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2022	\$90,000
2023	\$90,000 (Maturity)

Principal of the Bonds maturing on June 1, 2025 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2024, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2024	\$90,000
2025	\$95,000 (Maturity)

Principal of the Bonds maturing on June 1, 2027 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2026, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2026	\$ 95,000
2027	\$100,000 (Maturity)

If less than the entire principal amount of any 2016A Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original 2016A Bond, a new 2016A Bond or 2016A Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original 2016A Bond. Notice of such redemption as aforesaid identifying the 2016A Bond or 2016A Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date. All of such 2016A Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the 2016A Bonds shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2017. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the 2016A

Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the 2016A Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the 2016A Bond or 2016A Bonds at the office of the Paying Agent.

The 2016A Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered 2016A Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the 2016A Bonds shall cease to be such officer before the delivery of the 2016A Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The 2016A Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration payment of the principal thereof and interest thereon shall be made to the registered owners, their legal representatives or assigns. Each 2016A Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the 2016A Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The 2016A Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

Section 4. Notwithstanding anything above to the contrary, the 2016A Bonds shall be issued initially as Depository Bonds, with one fully registered 2016A Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the 2016A Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the 2016A Bonds or the City determines not to continue the book-entry system for recording ownership interests in the 2016A Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time

prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the 2016A Bonds.

Ownership interests in the 2016A Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the 2016A Bonds as nominees will not receive certificated 2016A Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the 2016A Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the 2016A Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the 2016A Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the 2016A Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the 2016A Bonds acquired. Transfers of ownership interests in the 2016A Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the 2016A Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The 2016A Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
CEDAR AND JOHNSON COUNTIES
CITY OF WEST BRANCH

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2016A

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____ %	June 1, _____	July 19, 2016	_____

The City of West Branch (the "City"), in Cedar and Johnson Counties, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of Bankers Trust Company, Des Moines, Iowa (hereinafter referred to as the "Bond Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing June 1, 2017, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owner at the address shown on such registration books. Interest will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Bond Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2016A (the "Bonds") issued by the City to evidence its obligation under a certain 2016A Loan Agreement, dated as of July 19, 2016 (the "2016A Loan Agreement"), entered into by the City for the purposes of paying the costs, to that extent, of (1) constructing street, storm water drainage, sidewalk, water system and sanitary sewer system improvements and installing street signage and signalization; and (2) undertaking the West Branch Park Improvements Project,

including ball diamonds; volleyball courts; lighting improvements; playground equipment; concessions, restroom and shelter facilities; recreation trails; landscaping; parking lots; and the installation of related public infrastructure improvement.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2015, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council adopted on June 27, 2016, approving the 2016A Loan Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the 2016A Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2025 to 2028, inclusive, prior to and in any order of maturity on June 1, 2023 or on any date thereafter upon terms of par and accrued interest. Principal of the Bonds maturing on June 1, in each of the years 2019, 2021, 2023, 2025 and 2027 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in each of the years 2018, 2020, 2022, 2024 and 2026, respectively, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Bond Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Bond Registrar, together with either a written instrument of transfer satisfactory to the Bond Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Bond Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of

principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of West Branch, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, all as of July 19, 2016.

CITY OF WEST BRANCH, IOWA

By: (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

BOND REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned resolution.

BANKERS TRUST COMPANY
Des Moines, Iowa
Registrar

By: (Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UTMA _____
TEN ENT	- as tenants by the entireties	(Cust)
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____
		(Minor)
		under Uniform Transfers to Minors Act

		(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The 2016A Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Bond Registrar for registration, authentication and delivery to or on behalf of the Purchaser, as determined by the City Council, upon receipt of the proceeds (the “Loan Proceeds”) from the sale of the 2016A Bonds, \$1,000,000, (such amount representing the par amount of the 2016A Bonds), and all action heretofore taken in connection with the sale and award of the 2016A Bonds is hereby ratified and confirmed in all respects.

The proceeds (the “Loan Proceeds”) to be received under the 2016A Loan Agreement shall be used to pay the costs of the Projects, and costs of issuance of the 2016A Bonds. Any Loan Proceeds remaining after the full payment of such costs shall be deposited in the Debt Service Fund and used to pay principal of and interest on the 2016A Bonds as the same become due. The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the 2016A Bonds as the same become due, there is hereby ordered levied the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2017,
sufficient to produce the net annual sum of \$100,848;

For collection in the fiscal year beginning July 1, 2018,
sufficient to produce the net annual sum of \$99,998;

For collection in the fiscal year beginning July 1, 2019,
sufficient to produce the net annual sum of \$99,148;

For collection in the fiscal year beginning July 1, 2020,
sufficient to produce the net annual sum of \$98,043;

For collection in the fiscal year beginning July 1, 2021,
sufficient to produce the net annual sum of \$101,938;

For collection in the fiscal year beginning July 1, 2022,
sufficient to produce the net annual sum of \$100,588;

For collection in the fiscal year beginning July 1, 2023;
sufficient to produce the net annual sum of \$99,238;

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$102,663;

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$101,000;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$104,100; and

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$102,100.

Section 8. A certified copy of this resolution shall be filed with the County Auditors of Cedar County and Johnson County, and the Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the 2016A Bonds hereby authorized and for no other purpose whatsoever. Any amount received by the City as accrued interest on the 2016A Bonds shall be deposited into such special account and used to pay interest due on the 2016A Bonds on the first interest payment date.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the 2016A Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including Local Options Sales Tax revenues, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the 2016A Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the 2016A Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the 2016A Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the 2016A Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably

determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the 2016A Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 27, 2016.

Mayor

Attest:

City Clerk

••••

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTIES OF CEDAR AND JOHNSON SS:
CITY OF WEST BRANCH

I, the undersigned, City Clerk of the City of West Branch, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council of the City relating to the authorizing of the redemption of outstanding bonds and the issuance of \$1,000,000 General Obligation Corporate Purpose Bonds, Series 2016A, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time in relation to the sale, issuance and disposition of such bonds.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to issue such bonds or to levy taxes to pay the principal thereof and interest thereon.

WITNESS MY HAND this _____ day of _____, 2016.

City Clerk

(Please attach a copy of the bid of the successful bidder.)

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

COUNTY OF CEDAR

I, the undersigned, County Auditor of Cedar County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2016, the City Clerk of the City of West Branch, Iowa, filed in my office a certified copy of a resolution of such City shown to have been adopted by the Council and approved by the Mayor thereof on June 27, 2016, entitled: "Resolution authorizing and approving a certain Loan Agreement, providing for issuance of \$1,000,000 General Obligation Corporate Purpose Bonds, Series 2016A, and providing for the levy of taxes to pay the same," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2017, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2016.

County Auditor

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

COUNTY OF JOHNSON

I, the undersigned, County Auditor of Johnson County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2016, the City Clerk of the City of West Branch, Iowa, filed in my office a certified copy of a resolution of such City shown to have been adopted by the Council and approved by the Mayor thereof on June 27, 2016, entitled: "Resolution authorizing and approving a certain Loan Agreement, providing for issuance of \$1,000,000 General Obligation Corporate Purpose Bonds, Series 2016A, and providing for the levy of taxes to pay the same," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2017, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2016.

County Auditor

June 24, 2016

Via Email

Matt Muckler
City Administrator/City Hall
West Branch, Iowa

Re: \$1,000,000 General Obligation Corporate Purpose Bonds, Series 2016A
Our File No. 439235-10

Dear Matt:

We have prepared and attach the necessary proceedings to be used at the June 27th City Council meeting to adopt the resolution (the "Resolution") providing for the issuance of General Obligation Corporate Purpose Bonds, Series 2016A.

The proceedings attached include the following items:

1. Minutes for the adoption of the Resolution, with the actual Resolution following. The form of Bond, Authentication Certificate and Assignment set out in the Resolution should not be completed or executed.
2. Attestation Certificate with respect to the validity of the transcript.
3. County Filing Certificates relating to the filing of certified copies of this Resolution in the County Auditors' offices. After it is adopted, a certified copy of the Resolution must be filed with the Cedar County Auditor and the Johnson County Auditor. Extra copies of the Resolution should be printed for this purpose.

Beginning in the 2017-2018 fiscal year, the County Auditor will have a mandatory duty to make a levy of taxes to pay principal of and interest on the Bonds unless the City's budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the Bonds for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City's budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

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

Also attached is a Loan Agreement for execution by the City Clerk and the Mayor. Please print three copies of the Loan Agreement for execution. After they have been signed please return all of these copies to us so that we can have them signed on behalf of the UMB Bank, n.a., after which we will furnish you with a signed original.

Page 2

We are also sending a Continuing Disclosure Certification. Please print three copies for execution. Please retain one executed copy for the City's records and return two copies to us.

Finally, we are attaching a Registrar and Paying Agent Agreement for the City Clerk and the Mayor to sign. Please print three copies for execution, after which all three executed copies should be returned to us so that we may forward them to Bankers Trust for signature. We will provide you with a fully executed copy of the Agreement at the time of closing.

If you have any questions, please contact Emily Hammond or me.

Best regards,

John P. Danos

Attachments

cc: Maggie Burger
Charlotte Nielsen
Diana VanVleet

LOAN AGREEMENT

This Loan Agreement is entered into as of July 19, 2016, by and between the City of West Branch, Iowa (the "City") and UMB Bank, n.a., Kansas City, Missouri (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$1,000,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2016A, in the aggregate principal amount of \$1,000,000 (the "Bonds").

2. The City has adopted a resolution on June 27, 2016 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds for the purposes referred to in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property in the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or upon the direction of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated July 19, 2016, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF WEST BRANCH, IOWA

By _____
Mayor

Attest:

City Clerk

UMB BANK, N.A.
Kansas City, Missouri

By _____
(Signature)

(Type Name and Title)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of West Branch, Iowa (the “Issuer”), in connection with the issuance of \$1,000,000 General Obligation Corporate Purpose Bonds, Series 2016A and \$400,000 Taxable General Obligation Urban Renewal Bonds, Series 2016B (together hereinafter the “Bonds”), dated July 19, 2016. The Bonds are being issued pursuant to a resolution of the Issuer approved on June 27, 2016 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) To the extent such information is customarily prepared by the Issuer and is made publicly available, not later than June 30 (the “Submission Deadline”) of each year following the end of the of the 2015-2016 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by

a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) other financial information and operating data regarding the Issuer of the type presented in the final official statement distributed in connection with the primary offering of the Bonds; provided, however, other than information included in its audited financial statements, the Issuer does not customarily prepare or make publicly available, most of the information in the final official statement, and accordingly **no financial information or operating data** (other than that normally included in the audited financial statements) will be provided by the Issuer in the Annual Report.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated

person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13) or (14) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11) or (12) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause

Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Speer Financial, Inc.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in

addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: July 19, 2016

CITY OF WEST BRANCH, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

PAYING AGENT AND REGISTRAR AND TRANSFER AGENT AGREEMENT

This Agreement is entered into as of the date hereof between **BANKERS TRUST COMPANY**, Des Moines, Iowa (the “Agent”) and the **CITY OF WEST BRANCH, IOWA** (the “Issuer”).

1. **Definition of Terms**—The terms “item,” “receipt,” “transfer,” “turnaround,” “process,” “business day,” and other terms used throughout this Agreement shall be deemed to have the meanings provided in the regulations promulgated pursuant to the Securities Exchange Act of 1934 and the Code of Iowa as amended and in effect from time to time.

2. **Issuance Resolution Incorporated By Reference**—The Agent agrees to act on behalf of the Issuer pursuant to the terms of this Agreement and pursuant to the Issuer’s resolution (the “Resolution”) authorizing and providing for the issuance of \$1,000,000 General Obligation Corporate Purpose Bonds, Series 2016A, dated July 19, 2016 (the “Bonds”). The Resolution and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Resolution. In the event of inconsistent language between the Resolution and this Agreement, the terms of the Resolution shall prevail.

3. **Registrar Function**—The Agent shall maintain records of the identity of the owners of the Bonds in order to carry out its function as Registrar and upon request of the Issuer shall from time to time deliver to the Issuer records, documents and other writings made or accumulated in the performance of its duties as Registrar. In such capacity the Agent is authorized at any time upon the surrender for cancellation of the Bonds to register new Bonds for the principal amount of Bonds so cancelled and to redeliver such new Bonds.

4. **Transfer Agent Function/Charges**—The Agent is hereby directed to record and authenticate Bonds signed by or bearing the facsimile signatures of the officers of the Issuer authorized to sign Bonds in such names and in such amounts as the Issuer may direct.

The Agent shall make transfers from time to time upon the records of the Issuer of any outstanding Bonds and of Bonds issued in exchange therefor signed by the officers of the Issuer upon surrender thereof for transfer properly endorsed and upon reasonable assurance that such endorsements are genuine and effective in accordance with Section 554.8401, Code of Iowa. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

The Issuer and the Agent may also require payment by the person requesting an exchange or transfer of the Bonds of a service charge and a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto, except in the case of the issuance of a Bond for the unredeemed portion of a Bond surrendered for redemption.

Upon request for cancellation of such Bonds the Agent shall record and authenticate new Bonds duly signed and deliver such Bonds to or upon the order of the person entitled thereto.

5. **Paying Agent Function**–The Agent is hereby authorized and shall make payments of principal and interest to the registered owners of the Bonds as follows:

(a) If payment is by check, at least three business days prior to each payment date and if payment is by wire transfer, at least one business day prior to each payment date, the Issuer will deposit with the Agent in such amount as is required to make such payment.

(b) On each payment date the Agent will pay the interest and principal due prior to the maturity date without surrender of the Bond. For final payment of principal and interest, the Agent, upon presentation and surrender of the matured or called Bond, will pay principal and interest to each registered owner of the Bonds as of the record date by mailing a check or wiring funds to each such owner. In any case where the date of maturity of interest on or principal of the Bond or the date fixed for redemption of any Bond shall be a Saturday or Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the day fixed for redemption. Provided, however, that payment of principal shall be made not later than the second business day after receipt of the matured Bond.

(c) When the Agent shall receive notice from the Issuer of its option to redeem Bonds prior to maturity, the Agent shall select the Bonds to be redeemed and give notice of the redemption thereof, all in accordance with the terms of the Bonds and the Resolution.

6. **Form of Records**–The records of the Agent shall be in such form as to be in compliance with standards issued from time to time by the Municipal Securities Rule Making Board of the United States and any other securities industries standard and the requirements of the Internal Revenue Code of 1986 and Chapter 76 of the Code of Iowa.

7. **Confidentiality of Records**–The Agent’s records in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7, Code of Iowa. The Agent agrees that its use of the records will be limited to the purposes of this Agreement and that the Agent will make no private use or permit any private access thereto.

8. **Reliance Upon Certain Certifications and Representations**–The Agent may rely conclusively and act, without further investigation, upon any list, instruction, certification, authorization, certificate, or other instrument or paper suitably guaranteed and believed by it in good faith and due diligence in performing its functions to be genuine and to have been signed, countersigned, or executed by a duly authorized person or persons or upon the instruction of any authorized officer of the Issuer or upon the advice of the Issuer’s counsel; and may register any Bond or may refuse to register any such Bond if in good faith the Agent deems such refusal necessary in order to avoid any liability on the part of either the Issuer or the Agent, and the Issuer agrees to indemnify and hold harmless the Agent from and against any and all losses, costs, claims, and liability for so relying or acting or refusing to act.

9. **Rules and Regulations Governing Registration**–The Agent shall comply at all times with such rules, regulations and requirements as may govern the registration, transfer and payment of registered Bond including without limitation Chapter 76 and Sections 554.8101 et seq., Code of Iowa, and standards issued from time to time by the Municipal Securities Rule Making Board of the United States and any other securities industries standard and the requirements of the Internal Revenue Code of 1986.

10. **Signature of Officers**–In case any of the officers of the Issuer whose manual or facsimile signature appears on any Bond or other record delivered to the Agent shall cease to be such officer prior to the registration, processing, or transfer thereof, the Agent may nevertheless process such documents as though the person signing the same or whose facsimile signature appears thereon had not ceased to be such officer unless written instruction of the Issuer to the contrary is received.

11. **Record Date**–For purposes of determining the registered owners of the Bonds the record date shall be deemed to be the fifteenth day of the month preceding the date on which payment of principal, premium, if any, or interest is payable to the registered owners of the Bonds (“Payment Date”) whether such payment is due to optional redemption, operation of a sinking fund, or for any other reason.

12. **Three Days Turnaround**–The Agent agrees that it will turnaround within three business days of receipt all items received in proper form for transfer, process or other action pursuant to the terms of this Agreement.

13. **Destruction of Cancelled Bonds**–The Agent will promptly cancel and destroy all Bonds which have been spoiled, surrendered to it for transfer, or with respect to which principal, premium, if any, and interest owing on such Bonds has been paid, and will provide the Issuer with a Certificate of Destruction certifying as to the destruction of such cancelled Bonds.

14. **Payment of Unclaimed Amounts**–In the event any payment check representing payment of interest or principal on the Bonds is returned to the Agent or is not presented for payment or if any Bond is not presented for payment of principal or premium at the maturity or redemption date, if funds sufficient to pay such interest or principal shall have been made available to the Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or principal payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on its part under the Resolution or on, or with respect to, such interest or principal. The Agent’s obligation to hold such funds shall continue until the expiration of the escheat period in accordance with applicable laws, at which time the Agent shall surrender any remaining funds so held in accordance with the applicable escheat laws.

15. **No Obligation to Invest**–The Agent will have no obligation to invest any funds in its possession.

16. **Compensation of the Agent**–The Issuer will pay the Agent reasonable compensation for its services based upon the schedule of fees attached or such other schedule of fees as may be agreed upon from time to time between the Agent and the Issuer. The Agent’s compensation may include the amount of any attorney fees incurred by it under Section 17 hereof.

17. **Bond Counsel**–When the Agent deems it necessary or reasonable it may apply to Bond Counsel for the Issuer or such other law firm or attorney approved by the Issuer for instructions or advice.

18. **Termination of Agreement**–This Agreement may be terminated by either party by giving the other party at least 90 days advance written notice. At termination of the Agreement, the Agent shall deliver to the Issuer any and all records, documents or other writings made or accumulated in the performance of its duties under this Agreement and shall refund the unearned balance, if any, of fees paid in advance by the Issuer.

19. **Examination of Records**–The Issuer or its duly authorized agents may examine all records relating to the Bonds at the principal office of the Agent at reasonable times as agreed upon with the Agent and such records shall be subject to audit from time to time at the request of the Issuer or the Agent. The Agent, on request, will furnish the Issuer with a list of the names, addresses, and other information concerning the owners of the Bonds or any of them.

20. **Filing of Form 1099-INT**. To the extent it is determined by the Agent or Bond Counsel for the Issuer that reports are required to be filed, the Agent agrees to comply with the provisions of the Internal Revenue Code with respect to the filing with the Internal Revenue Service and furnishing to recipients of interest on the Bonds copies of Form 1099-INT, or its substitute, annually.

21. **Obligations, Rights and Privileges of the Agent**—The Agent shall have, with regard to the particular functions it performs, the same obligation to the owner or owners of the Bonds and shall have the same rights and privileges the Issuer has in regard to those functions.

Dated as of July 19, 2016.

CITY OF WEST BRANCH, IOWA

By _____
Mayor

Attest:

City Clerk

**BANKERS TRUST COMPANY
AGENT**

By _____
Trust Officer



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE

- Book Entry Bonds \$250 initial/\$500 annual
- Registered/Private Placement Bonds \$500 initial/\$1,000 annual

* Initial Fees paid at Closing

* Annual Fees paid at Interest/Principal Dates

ADDITIONAL SERVICES

- Dissemination Agent \$1,000 annual
- Placement of CDs or Sinking Funds \$500 per set up/outside BTC
- Optional or Partial Redemption \$300
- Mandatory Redemption \$100
- Early Termination/Full Call \$500
- Tax credit bond filing \$500 annual
- Disbursement Agent \$5,000 initial/\$3,000 annual
- Disbursement Agent wires/check \$10 per wire or check
- Paying Costs of Issuance \$500 one-time fee

CHANGES IN FEE SCHEDULE

Bankers Trust reserves the right to renegotiate this fee schedule.

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

Effective September 1, 2015

MINUTES TO PROVIDE FOR THE
ISSUANCE OF BONDS

439235-10

West Branch, Iowa

June 27, 2016

The City Council of the City of West Branch, Iowa, met on June 27, 2016, at 7:00 o'clock p.m., at the City Council Chambers, 110 N. Poplar Street, West Branch, Iowa.

The meeting was called to order by the Mayor, and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____ introduced the resolution hereinafter next set out and moved that the resolution be adopted, seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 1484

Resolution authorizing and approving a certain Loan Agreement, providing for issuance of \$400,000 Taxable General Obligation Urban Renewal Bonds, Series 2016B, and providing for the levy of taxes to pay the same

WHEREAS, the City of West Branch (the “City”), in Cedar and Johnson Counties, State of Iowa has heretofore proposed to enter into a General Obligation Loan Agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$500,000 for the purpose of paying the costs, to that extent, of constructing street, storm water drainage, sidewalk, water system and sanitary sewer system improvements and installing street signage and signalization, and has published notice of the proposed action and has held a hearing thereon on May 16, 2016; and

WHEREAS, the City has also heretofore proposed to enter into a General Obligation Loan Agreement (the “General Purpose Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$400,000 for the purpose of paying the costs, to that extent, of land acquisition and site preparation for economic development and in-fill redevelopment projects (the “Urban Renewal Project”), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of May 16, 2016, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.24A of the Code of Iowa, the City also heretofore proposed to enter into a loan agreement (the “Park Project Loan Agreement”) and to borrow money thereunder in an amount not exceeding \$4,000,000 to provide funds to pay the cost, to that extent, of undertaking the West Branch Park Improvements Project, including ball diamonds; volleyball courts; lighting improvements; playground equipment; concessions, restroom and shelter facilities; recreation trails; landscaping; parking lots; and the installation of related public infrastructure improvements, and pursuant to law and duly published notice, has held a successful election on said proposal on November 3, 2016; and

WHEREAS, pursuant to law and the successful election on the Park Project Loan Agreement, the City now intends to use a portion of its borrowing authority thereunder to enter into an initial loan agreement (the “Initial Park Project Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$500,000 to pay the cost, to that extent, of funding the initial costs of the West Branch Park Improvement; and

WHEREAS, the City retains the right to enter into the Park Project Loan Agreement, or derivatives thereof, and to thereby exercise its remaining authority to borrow up to \$3,500,000 thereunder in the future; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City Council has combined the Essential Purpose Loan Agreement, the General Purpose Loan Agreement and the Initial Park Project Loan Agreement into a single loan agreement (the “Loan Agreement”); and

WHEREAS, it is necessary to divide the City's authority under the Loan Agreement into two separate series of bonds, General Obligation Corporate Purpose Bonds, Series 2016A (the "2016A Bonds") in the approximate principal amount of \$1,000,000, and Taxable General Obligation Urban Renewal Bonds, Series 2016B (the "2016B Bonds") in the approximate principal amount of \$400,000, each to be issued under its own respective loan agreement (respectively the "2016B Loan Agreement" and the "2016A Loan Agreement"); and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of the 2016A Bonds and the 2016B Bonds, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by Speer Financial, Inc. (the "Financial Advisor"); and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the 2016B Bonds to be issued in evidence of the City's obligation under the 2016B Loan Agreement were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of UMB Bank, n.a., Kansas City, Missouri (the "Purchaser"), is the best, such bid proposing the lowest interest cost to the City for the 2016B Bonds;

WHEREAS, the Purchaser has executed a certain Official Bid Form/Sale Agreement with respect to the 2016B Loan Agreement and the 2016B Bonds, and the City has previously approved the Sale Agreement and has made provision for its execution and delivery; and

WHEREAS, it is now necessary to make final provision for the approval of the 2016B Loan Agreement and to authorize the issuance of the 2016B Bonds to provide for the payment of costs, to that extent, of undertaking the Urban Renewal Project;

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

Section 1. The City shall enter into the 2016B Loan Agreement with the Purchaser, in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$400,000, for the purpose or purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the 2016B Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 2. The 2016B Bonds, in the aggregate principal amount of \$400,000, are hereby authorized to be issued in evidence of the City's obligation under the 2016B Loan Agreement. The 2016B Bonds shall be in the denomination of \$5,000 each, or any integral multiple thereof, shall be dated July 19, 2016, and shall mature on June 1 in each of the years, in the respective principal amounts, and bear interest at the respective rates, as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2020	\$ 90,000	1.55%	2024	\$100,000	2.20%
2022	\$100,000	1.90%	2026	\$110,000	2.50%

Section 3. Bankers Trust Company, Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the 2016B Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the City Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the 2016B Bonds maturing in the years 2024 and 2026, inclusive, prior to and in any order of maturity on June 1, 2022 or on any date thereafter upon terms of par and accrued interest. If less than all of the 2016B Bonds of any like maturity are to be redeemed, the particular part of those 2016B Bonds to be redeemed shall be selected by the Registrar by lot. The 2016B Bonds may be called in part in one or more units of \$5,000.

Principal of the Bonds maturing on June 1, 2020 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2019, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2019	\$45,000
2020	\$45,000 (Maturity)

Principal of the Bonds maturing on June 1, 2022 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2021, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2021	\$50,000
2022	\$50,000 (Maturity)

Principal of the Bonds maturing on June 1, 2024 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2023, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2023	\$50,000
2024	\$50,000 (Maturity)

Principal of the Bonds maturing on June 1, 2026 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2025, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2025	\$55,000
2026	\$55,000 (Maturity)

If less than the entire principal amount of any 2016B Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original 2016B Bond, a new 2016B Bond or 2016B Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original 2016B Bond. Notice of such redemption as aforesaid identifying the 2016B Bond or 2016B Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date. All of such 2016B Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the 2016B Bonds shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2017. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the 2016B Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the 2016B Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the 2016B Bond or 2016B Bonds at the office of the Paying Agent.

The 2016B Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered 2016B Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the 2016B Bonds shall cease to be such officer before the delivery of the 2016B Bonds, such signature or such facsimile

signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The 2016B Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration payment of the principal thereof and interest thereon shall be made to the registered owners, their legal representatives or assigns. Each 2016B Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the 2016B Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The 2016B Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

Section 4. Notwithstanding anything above to the contrary, the 2016B Bonds shall be issued initially as Depository Bonds, with one fully registered 2016B Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the 2016B Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the 2016B Bonds or the City determines not to continue the book-entry system for recording ownership interests in the 2016B Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the 2016B Bonds.

Ownership interests in the 2016B Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the 2016B Bonds as nominees will not receive certificated 2016B Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the 2016B Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the 2016B Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other

communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the 2016B Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the 2016B Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the 2016B Bonds acquired. Transfers of ownership interests in the 2016B Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the 2016B Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The 2016B Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
CEDAR AND JOHNSON COUNTIES
CITY OF WEST BRANCH

TAXABLE GENERAL OBLIGATION URBAN RENEWAL BOND, SERIES 2016B

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, ____	July 19, 2016	_____

The City of West Branch (the “City”), in Cedar and Johnson Counties, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of Bankers Trust Company, Des Moines, Iowa (hereinafter referred to as the “Bond Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing June 1, 2017, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owner at the address shown on such registration books. Interest will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Bond Registrar.

This Bond is one of a series of General Obligation Urban Renewal Bonds, Series 2016B (the “Bonds”) issued by the City to evidence its obligation under a certain 2016B Loan Agreement, dated as of July 19, 2016 (the “2016B Loan Agreement”), entered into by the City for the purposes of paying the costs, to that extent, of land acquisition and site preparation for economic development and in-fill redevelopment projects.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2015, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council adopted on June 27, 2016, approving the 2016B Loan Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the 2016B Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2024 and 2026, inclusive, prior to and in any order of maturity on June 1, 2022 or on any date thereafter upon terms of par and accrued interest. Principal of the Bonds maturing on June 1 in each of the years 2020, 2022, 2024 and 2026 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in each of the years 2019, 2021, 2023 and 2025, respectively, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Bond Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Bond Registrar, together with either a written instrument of transfer satisfactory to the Bond Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Bond Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of West Branch, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, all as of July 19, 2016.

CITY OF WEST BRANCH, IOWA

By: (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

BOND REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned resolution.

BANKERS TRUST COMPANY
Des Moines, Iowa
Registrar

By: (Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UTMA _____
TEN ENT	- as tenants by the entireties	(Cust)
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____
		(Minor)
		under Uniform Transfers to Minors Act

		(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The 2016B Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Bond Registrar for registration, authentication and delivery to or on behalf of the Purchaser, as determined by the City Council, upon receipt of the proceeds (the “Loan Proceeds”) from the sale of the 2016B Bonds, \$400,000, (such amount representing the par amount of the 2016B Bonds), and all action heretofore taken in connection with the sale and award of the 2016B Bonds is hereby ratified and confirmed in all respects.

The proceeds (the “Loan Proceeds”) to be received under the 2016B Loan Agreement shall be used to pay the costs of the Urban Renewal Project, and costs of issuance of the 2016B Bonds. Any Loan Proceeds remaining after the full payment of such costs shall be deposited in the Debt Service Fund and used to pay principal of and interest on the 2016B Bonds as the same become due. The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the 2016B Bonds as the same become due, there is hereby ordered levied the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2017, sufficient to produce the net annual sum of \$8,245;

For collection in the fiscal year beginning July 1, 2018, sufficient to produce the net annual sum of \$53,245;

For collection in the fiscal year beginning July 1, 2019, sufficient to produce the net annual sum of \$52,548;

For collection in the fiscal year beginning July 1, 2020, sufficient to produce the net annual sum of \$56,850;

For collection in the fiscal year beginning July 1, 2021, sufficient to produce the net annual sum of \$55,900;

For collection in the fiscal year beginning July 1, 2022, sufficient to produce the net annual sum of \$54,950;

For collection in the fiscal year beginning July 1, 2023; sufficient to produce the net annual sum of \$53,850;

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of \$57,750; and

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of \$56,375.

Section 8. A certified copy of this resolution shall be filed with the County Auditors of Cedar County and Johnson County, and the Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for

collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the 2016B Bonds hereby authorized and for no other purpose whatsoever. Any amount received by the City as accrued interest on the 2016B Bonds shall be deposited into such special account and used to pay interest due on the 2016B Bonds on the first interest payment date.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the 2016B Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the 2016B Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. The City Council hereby declares and reaffirms its intention to use incremental property tax revenues, pursuant to Sections 403.9, 403.12 and 403.19 of the Code of Iowa for the payment of principal of and interest on the 2016B Bonds. The Urban Renewal Project, as set forth in the preamble hereof, is hereby reaffirmed as an urban renewal project of the City undertaken pursuant to the urban renewal plan for the West Branch Urban Renewal Area and the provisions of Chapter 403 of the Code of Iowa.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

Section 11. On the date of issuance and delivery of the 2016B Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 27, 2016.

Mayor

Attest:

City Clerk

••••

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTIES OF CEDAR AND JOHNSON SS:
CITY OF WEST BRANCH

I, the undersigned, City Clerk of the City of West Branch, do hereby certify that attached hereto is a true and correct copy of the proceedings of the Council of the City relating to the authorizing of the redemption of outstanding bonds and the issuance of \$400,000 Taxable General Obligation Urban Renewal Bonds, Series 2016B, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time in relation to the sale, issuance and disposition of such bonds.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to issue such bonds or to levy taxes to pay the principal thereof and interest thereon.

WITNESS MY HAND this _____ day of _____, 2016.

City Clerk

(Please attach a copy of the bid of the successful bidder.)

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

COUNTY OF CEDAR

I, the undersigned, County Auditor of Cedar County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2016, the City Clerk of the City of West Branch, Iowa, filed in my office a certified copy of a resolution of such City shown to have been adopted by the Council and approved by the Mayor thereof on June 27, 2016, entitled: "Resolution authorizing and approving a certain Loan Agreement, providing for issuance of \$400,000 Taxable General Obligation Urban Renewal Bonds, Series 2016B, and providing for the levy of taxes to pay the same," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2017, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2016.

County Auditor

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

COUNTY OF JOHNSON

I, the undersigned, County Auditor of Johnson County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2016, the City Clerk of the City of West Branch, Iowa, filed in my office a certified copy of a resolution of such City shown to have been adopted by the Council and approved by the Mayor thereof on June 27, 2016, entitled: "Resolution authorizing and approving a certain Loan Agreement, providing for issuance of \$400,000 Taxable General Obligation Urban Renewal Bonds, Series 2016B, and providing for the levy of taxes to pay the same," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2017, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2016.

County Auditor

June 24, 2016

Via Email

Matt Muckler
City Administrator/City Hall
West Branch, Iowa

Re: \$400,000 Taxable General Obligation Urban Renewal Bonds, Series 2016B
Our File No. 439235-10

Dear Matt:

We have prepared and attach the necessary proceedings to be used at the June 27th City Council meeting to adopt the resolution (the “Resolution”) providing for the issuance of Taxable General Obligation Urban Renewal Bonds, Series 2016B.

The proceedings attached include the following items:

1. Minutes for the adoption of the Resolution, with the actual Resolution following. The form of Bond, Authentication Certificate and Assignment set out in the Resolution should not be completed or executed.
2. Attestation Certificate with respect to the validity of the transcript.
3. County Filing Certificates relating to the filing of certified copies of this Resolution in the County Auditors’ offices. After it is adopted, a certified copy of the Resolution must be filed with the Cedar County Auditor and the Johnson County Auditor. Extra copies of the Resolution should be printed for this purpose.

Beginning in the 2017-2018 fiscal year, the County Auditor will have a mandatory duty to make a levy of taxes to pay principal of and interest on the 2016B Bonds unless the City’s budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the 2016B Bonds for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City’s budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

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

Also attached is a 2016B Loan Agreement for execution by the City Clerk and the Mayor. Please print three copies of the 2016B Loan Agreement for execution. After they have been signed please return all of these copies to us so that we can have them signed on behalf of the UMB Bank, n.a., after which we will furnish you with a signed original.

Page 2

We are also sending a Continuing Disclosure Certification. Please print three copies for execution. Please retain one executed copy for the City's records and return two copies to us.

Finally, we are attaching a Registrar and Paying Agent Agreement for the City Clerk and the Mayor to sign. Please print three copies for execution, after which all three executed copies should be returned to us so that we may forward them to Bankers Trust for signature. We will provide you with a fully executed copy of the Agreement at the time of closing.

If you have any questions, please contact Emily Hammond or me.

Best regards,

John P. Danos

Attachments

cc: Maggie Burger
Charlotte Nielsen
Diana VanVleet

LOAN AGREEMENT

This Loan Agreement is entered into as of July 19, 2016, by and between the City of West Branch, Iowa (the "City"), and UMB Bank, n.a., Kansas City, Missouri (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$400,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of Taxable General Obligation Urban Renewal Bonds, Series 2016B in the aggregate principal amount of \$400,000 (the "Bonds").

2. The City has adopted a resolution on June 27, 2016 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated July 19, 2016, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF WEST BRANCH, IOWA

By _____
Mayor

Attest:

City Clerk

UMB BANK, n.a.
Kansas City, Missouri

By _____
(Signature)

(Print Name and Title)

PAYING AGENT AND REGISTRAR AND TRANSFER AGENT AGREEMENT

This Agreement is entered into as of the date hereof between **BANKERS TRUST COMPANY**, Des Moines, Iowa (the “Agent”) and the **CITY OF WEST BRANCH, IOWA** (the “Issuer”).

1. **Definition of Terms**—The terms “item,” “receipt,” “transfer,” “turnaround,” “process,” “business day,” and other terms used throughout this Agreement shall be deemed to have the meanings provided in the regulations promulgated pursuant to the Securities Exchange Act of 1934 and the Code of Iowa as amended and in effect from time to time.

2. **Issuance Resolution Incorporated By Reference**—The Agent agrees to act on behalf of the Issuer pursuant to the terms of this Agreement and pursuant to the Issuer’s resolution (the “Resolution”) authorizing and providing for the issuance of \$400,000 Taxable General Obligation Urban Renewal Bonds, Series 2016B, dated July 19, 2016 (the “Bonds”). The Resolution and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Resolution. In the event of inconsistent language between the Resolution and this Agreement, the terms of the Resolution shall prevail.

3. **Registrar Function**—The Agent shall maintain records of the identity of the owners of the Bonds in order to carry out its function as Registrar and upon request of the Issuer shall from time to time deliver to the Issuer records, documents and other writings made or accumulated in the performance of its duties as Registrar. In such capacity the Agent is authorized at any time upon the surrender for cancellation of the Bonds to register new Bonds for the principal amount of Bonds so cancelled and to redeliver such new Bonds.

4. **Transfer Agent Function/Charges**—The Agent is hereby directed to record and authenticate Bonds signed by or bearing the facsimile signatures of the officers of the Issuer authorized to sign Bonds in such names and in such amounts as the Issuer may direct.

The Agent shall make transfers from time to time upon the records of the Issuer of any outstanding Bonds and of Bonds issued in exchange therefor signed by the officers of the Issuer upon surrender thereof for transfer properly endorsed and upon reasonable assurance that such endorsements are genuine and effective in accordance with Section 554.8401, Code of Iowa. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

The Issuer and the Agent may also require payment by the person requesting an exchange or transfer of the Bonds of a service charge and a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto, except in the case of the issuance of a Bond for the unredeemed portion of a Bond surrendered for redemption.

Upon request for cancellation of such Bonds the Agent shall record and authenticate new Bonds duly signed and deliver such Bonds to or upon the order of the person entitled thereto.

5. **Paying Agent Function**—The Agent is hereby authorized and shall make payments of principal and interest to the registered owners of the Bonds as follows:

(a) If payment is by check, at least three business days prior to each payment date and if payment is by wire transfer, at least one business day prior to each payment date, the Issuer will deposit with the Agent in such amount as is required to make such payment.

(b) On each payment date the Agent will pay the interest and principal due prior to the maturity date without surrender of the Bond. For final payment of principal and interest, the Agent, upon presentation and surrender of the matured or called Bond, will pay principal and interest to each registered owner of the Bonds as of the record date by mailing a check or wiring funds to each such owner. In any case where the date of maturity of interest on or principal of the Bond or the date fixed for redemption of any Bond shall be a Saturday or Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the day fixed for redemption. Provided, however, that payment of principal shall be made not later than the second business day after receipt of the matured Bond.

(c) When the Agent shall receive notice from the Issuer of its option to redeem Bonds prior to maturity, the Agent shall select the Bonds to be redeemed and give notice of the redemption thereof, all in accordance with the terms of the Bonds and the Resolution.

6. **Form of Records**—The records of the Agent shall be in such form as to be in compliance with standards issued from time to time by the Municipal Securities Rule Making Board of the United States and any other securities industries standard and the requirements of the Internal Revenue Code of 1986 and Chapter 76 of the Code of Iowa.

7. **Confidentiality of Records**—The Agent's records in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7, Code of Iowa. The Agent agrees that its use of the records will be limited to the purposes of this Agreement and that the Agent will make no private use or permit any private access thereto.

8. **Reliance Upon Certain Certifications and Representations**—The Agent may rely conclusively and act, without further investigation, upon any list, instruction, certification, authorization, certificate, or other instrument or paper suitably guaranteed and believed by it in good faith and due diligence in performing its functions to be genuine and to have been signed, countersigned, or executed by a duly authorized person or persons or upon the instruction of any authorized officer of the Issuer or upon the advice of the Issuer's counsel; and may register any Bond or may refuse to register any such Bond if in good faith the Agent deems such refusal

necessary in order to avoid any liability on the part of either the Issuer or the Agent, and the Issuer agrees to indemnify and hold harmless the Agent from and against any and all losses, costs, claims, and liability for so relying or acting or refusing to act.

9. **Rules and Regulations Governing Registration**—The Agent shall comply at all times with such rules, regulations and requirements as may govern the registration, transfer and payment of registered Bond including without limitation Chapter 76 and Sections 554.8101 et seq., Code of Iowa, and standards issued from time to time by the Municipal Securities Rule Making Board of the United States and any other securities industries standard and the requirements of the Internal Revenue Code of 1986.

10. **Signature of Officers**—In case any of the officers of the Issuer whose manual or facsimile signature appears on any Bond or other record delivered to the Agent shall cease to be such officer prior to the registration, processing, or transfer thereof, the Agent may nevertheless process such documents as though the person signing the same or whose facsimile signature appears thereon had not ceased to be such officer unless written instruction of the Issuer to the contrary is received.

11. **Record Date**—For purposes of determining the registered owners of the Bonds the record date shall be deemed to be the fifteenth day of the month preceding the date on which payment of principal, premium, if any, or interest is payable to the registered owners of the Bonds (“Payment Date”) whether such payment is due to optional redemption, operation of a sinking fund, or for any other reason.

12. **Three Days Turnaround**—The Agent agrees that it will turnaround within three business days of receipt all items received in proper form for transfer, process or other action pursuant to the terms of this Agreement.

13. **Destruction of Cancelled Bonds**—The Agent will promptly cancel and destroy all Bonds which have been spoiled, surrendered to it for transfer, or with respect to which principal, premium, if any, and interest owing on such Bonds has been paid, and will provide the Issuer with a Certificate of Destruction certifying as to the destruction of such cancelled Bonds.

14. **Payment of Unclaimed Amounts**—In the event any payment check representing payment of interest or principal on the Bonds is returned to the Agent or is not presented for payment or if any Bond is not presented for payment of principal or premium at the maturity or redemption date, if funds sufficient to pay such interest or principal shall have been made available to the Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or principal payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on its part under the Resolution or on, or with respect to, such interest or principal. The Agent’s obligation to hold such funds shall continue until the expiration of the escheat period in accordance with applicable laws, at which time the Agent shall surrender any remaining funds so held in accordance with the applicable escheat laws.

15. **No Obligation to Invest**—The Agent will have no obligation to invest any funds in its possession.

16. **Compensation of the Agent**—The Issuer will pay the Agent reasonable compensation for its services based upon the schedule of fees attached or such other schedule of fees as may be agreed upon from time to time between the Agent and the Issuer. The Agent's compensation may include the amount of any attorney fees incurred by it under Section 17 hereof.

17. **Bond Counsel**—When the Agent deems it necessary or reasonable it may apply to Bond Counsel for the Issuer or such other law firm or attorney approved by the Issuer for instructions or advice.

18. **Termination of Agreement**—This Agreement may be terminated by either party by giving the other party at least 90 days advance written notice. At termination of the Agreement, the Agent shall deliver to the Issuer any and all records, documents or other writings made or accumulated in the performance of its duties under this Agreement and shall refund the unearned balance, if any, of fees paid in advance by the Issuer.

19. **Examination of Records**—The Issuer or its duly authorized agents may examine all records relating to the Bonds at the principal office of the Agent at reasonable times as agreed upon with the Agent and such records shall be subject to audit from time to time at the request of the Issuer or the Agent. The Agent, on request, will furnish the Issuer with a list of the names, addresses, and other information concerning the owners of the Bonds or any of them.

20. **Filing of Form 1099-INT**. To the extent it is determined by the Agent or Bond Counsel for the Issuer that reports are required to be filed, the Agent agrees to comply with the provisions of the Internal Revenue Code with respect to the filing with the Internal Revenue Service and furnishing to recipients of interest on the Bonds copies of Form 1099-INT, or its substitute, annually.

21. **Obligations, Rights and Privileges of the Agent**—The Agent shall have, with regard to the particular functions it performs, the same obligation to the owner or owners of the Bonds and shall have the same rights and privileges the Issuer has in regard to those functions.

Dated as of July 19, 2016.

CITY OF WEST BRANCH, IOWA

By _____
Mayor

Attest:

City Clerk

**BANKERS TRUST COMPANY
AGENT**

By _____
Trust Officer



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE

- Book Entry Bonds \$250 initial/\$500 annual
- Registered/Private Placement Bonds \$500 initial/\$1,000 annual

* Initial Fees paid at Closing

* Annual Fees paid at Interest/Principal Dates

ADDITIONAL SERVICES

- Dissemination Agent \$1,000 annual
- Placement of CDs or Sinking Funds \$500 per set up/outside BTC
- Optional or Partial Redemption \$300
- Mandatory Redemption \$100
- Early Termination/Full Call \$500
- Tax credit bond filing \$500 annual
- Disbursement Agent \$5,000 initial/\$3,000 annual
- Disbursement Agent wires/check \$10 per wire or check
- Paying Costs of Issuance \$500 one-time fee

CHANGES IN FEE SCHEDULE

Bankers Trust reserves the right to renegotiate this fee schedule.

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

Effective September 1, 2015

RESOLUTION NO. 1485

A RESOLUTION APPROVING THE CITY OF WEST BRANCH, IOWA DRUG AND ALCOHOL POLICY

WHEREAS, the City of West Branch is committed to ensuring that its employees work in a safe, drug-free environment; and

WHEREAS, it is well recognized that individuals who use illicit drugs or use alcohol are more likely to have workplace accidents and perform their work in an inefficient and substandard manner; and

WHEREAS, the City Council was presented with the City of West Branch, Iowa Drug and Alcohol Policy at the June 6, 2016 City Council Meeting and discussed the policy at that meeting; and

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

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

Section 1. The City Council hereby approves the attached policy entitled “City of West Branch, Iowa Drug and Alcohol Policy.”

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

PASSED AND APPROVED, this 27th day of June 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

CITY OF WEST BRANCH, IOWA DRUG AND ALCOHOL POLICY

The City of West Branch (hereinafter “City”) is committed to ensuring that its employees work in a safe, drug-free environment. It is well recognized that individuals who use illicit drugs or use alcohol are more likely to have workplace accidents and perform their work in an inefficient and substandard manner.

To effectuate this commitment, the City has determined that it must take the necessary steps to ensure that City employees are free from the influence of drugs and/or alcohol while performing their duties. The City has developed the following Drug and Alcohol Testing Policy which covers all City employees not otherwise affected by state or federal drug testing laws. This policy is applicable to all applicants for city positions and all city employees at any time they are actually performing, preparing to perform, or immediately available to perform any paid function as designated by the City.

All employees in positions requiring Commercial Drivers Licenses are subject to the federal and state laws requiring drug and alcohol testing, and those laws supersede the provisions of this policy. The Federal Transit Administration has adopted drug and alcohol testing procedures covering safety-sensitive employees engaged in mass transit and those laws also supersede the provisions of this policy.

DEFINITIONS:

- A. **Safety Sensitive Employee:** A safety sensitive employee is an employee working in a position wherein an accident or an error could cause the loss of human life, serious bodily injury, or significant property or environmental damage, including a position with duties that include immediate supervision of a person in a job that meet the requirements of this paragraph. However, the City reserves the right to add or remove positions from its list of safety sensitive positions at any time. This includes part-time safety sensitive employees.
- B. **Reasonable Suspicion Drug and Alcohol Test:** Drug or alcohol tests based upon evidence that an employee is using or has used alcohol or other drugs in violation of this written policy. Evidence in support of such a violation is drawn from specific objectives, articulable facts, and reasonable inferences drawn from those facts in light of training and experience. For the purposes of this paragraph, facts and inferences may be based upon, but are not limited to, any of the following:
 - 1. Observations while at work, such as direct observation of alcohol or drug use or abuse, or physical symptoms or manifestations of being impaired due to alcohol or drug use as described in the educational materials provided to employees.
 - 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - 3. A credible source’s report of alcohol use or the use of drugs. The City Administrator will have the final determination of who is a credible source.

4. Evidence that an individual has tampered with any drug or alcohol test during the individual's employment with the City.
 5. Evidence that an employee has caused an accident while at work which resulted in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Chapter 88 of the Iowa Code, or an accident that resulted in damage to property, including equipment, in an amount reasonably estimated at the time of the accident to exceed One Thousand Dollars (\$1,000.00).
 6. Evidence that an employee has manufactured, sold, distributed/solicited, possessed, used or transferred drugs while on the employer's premises, or while operating the employer's vehicle, machinery, or equipment.
 7. The employee's statement or admissions of drug use while he or she is a City employee.
- C. **Positive Test:** An employee tests positive for drugs if any trace of an illegal substance is detected following a drug test. An employee tests positive for alcohol if he or she has a blood alcohol concentration equal to 0.04 or greater.
- D. **Illegal Drugs/Substances:** Any substance that is illegal by law has not been legally obtained, or which cannot be legally obtained. This includes prescription medication for which the employee does not have a prescription and/or is not taken according to the prescription.
- E. **City Official:** Elected officers of the City including the Mayor and City Council members.

POLICY STATEMENT/PROCEDURES:

A. **Prohibited Activity:**

1. No employee shall illegally use, sell, transfer, purchase, or possess drugs, alcohol, controlled substances, or drug paraphernalia, or any combination thereof while in a City facility, vehicle, vessel, or aircraft or while performing City business, including business conducted in the employee's own home.
2. No employee shall report for work while under the influence of illegal drugs or alcohol. Furthermore no employee shall report to work within four (4) hours of consuming alcohol even if the employee does not believe he or she is under the influence of alcohol during that time.
3. No employee shall use illegal drugs or consume alcohol while at work.
4. No employee shall use prescription drugs unless: (1) a doctor has prescribed the medication to the employee; and (2) the doctor has advised the employee that the drug will not adversely affect the employee's ability to perform the essential duties of his or her job without endangering the public's, coworkers', or the employee's safety.
 - a. Any employee using properly prescribed drugs that may impair the employee or affect the employee's job performance shall notify his or her immediate supervisor about the use of the drug. A drug may impair an employee or affect an employee's job performance if it may cause the employee dizziness or

drowsiness or the employee or the employee's doctor believe the drug will impair the employee or affect the employee's job performance in some way.

- b. If an employee is using a prescription drug and his or her doctor has advised him or her that the drug may adversely affect the employee's ability to perform the essential duties of his or her job, the employee shall advise his or her supervisor of the adverse effects and the prescribed period of use.
 - c. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in the medical file of the employee maintained by Finance Officer/Treasurer/Deputy City Clerk. See subsection G for information regarding the storage of drug test results and other medical information.
 - d. Any employee using properly prescribed prescription drugs must carry the medication in its original container and the container must be labeled with the employee's name, employee's doctor, dosage, and the name of the drug prescribed.
5. Any employee who unintentionally ingests or is made to ingest a controlled substance shall immediately report the incident to his or her supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.

B. Notification:

1. The City will notify applicants of this drug and alcohol testing policy at the time of his or her first interview.
2. The City will provide all employees with drug and alcohol education, including the effects of drugs and alcohol, signs and symptoms of drug and alcohol use, assistance available for those abusing drugs and alcohol, drugs and alcohol to be tested, and drug and alcohol testing requirements.
3. All drug testing results and other confidential information will be kept confidential.
4. Each employee and applicant will sign a form acknowledging receipt of these materials.

C. Prospective Employee Drug Testing:

1. All prospective, safety sensitive employees who have been extended a conditional offer of employment with the City shall be informed that a condition of employment includes passing a drug test as part of the pre-employment process.
2. If a prospective, safety-sensitive employee refuses to take a pre-employment drug test when scheduled or tests positive for a substance, that employee is ineligible for City employment for one (1) calendar year from the date of the drug test.

3. If an employee is transferred to a safety-sensitive position, drug and alcohol testing under this policy is a condition of the transfer.
4. For part-time prospective employees, if the prospective employee is covered under another Law Enforcement Agency's drug test policy, the prospective employee may bring proof that he or she is covered under the other policy and the City Administrator may waive the requirement that the prospective employee be drug tested.

D. Employee Drug Testing:

1. Random Testing

- a. Because of the safety-sensitive nature of their employment, employees with safety-sensitive job duties may be required to take a drug test as a condition of continued employment in order to ascertain prohibited drug use, as provided below:
 - i. The City may conduct random drug and alcohol testing on safety sensitive employees who are not covered by another drug/alcohol testing policy mandated by the state or federal government without individualized suspicion.
 - ii. The selection of employees to be tested from the pool of employees subject to testing shall be done based on a computerized randomly generated selection process administered by a third-party, in which each member of the employee pool has an equal chance of selection.
 - iii. All random drug testing will be uniform and unannounced.
 - iv. The City Administrator will determine the frequency and timing of the random drug testing.
 - v. For part-time employees covered under another Law Enforcement Agency's drug testing policy, those employees may bring proof that they are covered under the other policy to the City Administrator who may then waive the requirement that the employee be drug tested. The City Administrator shall keep a copy of the policy in the employee's personnel file and if at any time the employee is no longer subject to drug testing, he or she shall notify the City Administrator immediately.

2. Post-Accident Testing

- a. After an accident, testing shall be conducted on employees whose performance could have contributed to the accident if (1) it is required by state or federal law; or (2) reasonable suspicion exists.

3. Reasonable Suspicion Testing

- a. When any supervisor, manager, or City Official has reasonable suspicion that a City employee is under the influence of drugs or alcohol while on duty, or otherwise violating the terms of this policy, that supervisor, manager, or official shall require reasonable suspicion testing.
- b. If reasonable suspicion testing is required, the employee will not be permitted to drive to or from the testing or while at work until the test is returned, and then, only if the test produces negative results. The City will provide transportation to/from the testing at the City's expense if necessary.

E. Drug Testing Procedures:

1. Drug and alcohol testing shall require the employee to present a reliable form of photo identification to the person collecting the sample.
2. Drug testing will be conducted at a location designated by a supervisor or the City Administrator.
3. The City will designate the type of testing to be performed on the sample collected.
4. Drug and alcohol testing shall normally occur during or immediately before working hours begin or immediately after working hours. The time required for such testing shall be considered work time for the purpose of compensation and benefits.
5. A specimen testing positive will undergo an additional test to confirm the initial result.
6. The drug screening tests selected shall be capable of identifying every major drug likely to be abused including, but not limited to, marijuana, cocaine, heroin, amphetamine, and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in the collection process.
7. Any employee who breaches the confidentiality of testing information shall be subject to discipline.
8. The City shall pay all testing costs for pre-employment, reasonable suspicion, regularly scheduled, or follow-up drug or alcohol testing ordered by the City.
9. In conducting drug or alcohol testing pursuant to this policy, the laboratory, the Medical Review Officer, and the City shall ensure, to the extent feasible, that the testing records maintained by the City show only such information required to confirm or rule out the presence of prohibited alcohol or drugs in the body.

F. Post-Testing Procedures:

1. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. The employee may request a copy of the memorandum be placed in the employee's medical file.

2. An employee who has a positive drug or alcohol test, either from random testing or reasonable suspicion testing, shall be subject to disciplinary action up to and including discharge.
3. If the employee is permitted to return to work, the employee may be required to submit to evaluation by a Substance Abuse Professional and undergo treatment recommended by the Substance Abuse Professional prior to returning to work. If the employee successfully completes the treatment, no further disciplinary action will be taken against the employee. If the employee refuses to submit to the evaluation or fails to successfully complete treatment, the employee will be subject to further discipline up to and including discharge.
4. If the Substance Abuse Professional determines that the employee has a drug or alcohol related problem the employee will be required to do follow-up testing upon the employee's return to work. All follow-up testing will be unannounced and without prior notice to the employee and will be at the employee's expense.

G. Drug Test Results:

1. All records pertaining to required drug tests shall remain confidential and shall not be provided to other employees or agencies, with the exception of the West Branch City Administrator and Finance Officer/Treasurer/Deputy City Clerk, without the written permission of the person whose records are sought. The City Administrator and Finance Officer/Treasurer/Deputy City Clerk shall have access to the records for purposes of employment decisions. Computerized record keeping shall comply with this provision of the policy.
2. Drug test results and records shall be stored and securely retained for an indefinite period in an employee medical file maintained by the Finance Officer/Treasurer/Deputy City Clerk.

H. Responsibility:

1. It shall be the responsibility of the City Administrator to enforce this policy. Employees are expected to report any suspicious behavior or suspected drug abuse of an employee.
2. It is the responsibility of each employee to abide by the procedures as outlined. Any employee refusing to submit to a drug test request made under this policy will be subject to discipline up to and including discharge.

RESOLUTION NO. 1486

RESOLUTION APPROVING A SERVICE AGREEMENT WITH CJ COOPER & ASSOCIATES INC. FOR DRUG AND ALCOHOL TESTING PROGRAMS.

WHEREAS, the City of West Branch is committed to ensuring that its employees work in a safe, drug-free environment; and

WHEREAS, it is well recognized that individuals who use illicit drugs or use alcohol are more likely to have workplace accidents and perform their work in an inefficient and substandard manner; and

WHEREAS, the City Council was presented with a Drug and Alcohols Testing Service Agreement, attached to this resolution, at the June 6, 2016 City Council Meeting and discussed this service agreement at that meeting; and

WHEREAS, it is now necessary for the City Council to approve said service agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned service agreement with CJ Cooper & Associates, Inc. of Hiawatha, Iowa, is hereby approved.

Further, the Mayor is directed to execute the service agreement on behalf of the City.

Passed and approved this 27th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

DRUG AND ALCOHOL TESTING SERVICES

THIS AGREEMENT, is made between **C.J. Cooper & Associates, Inc.**, an Iowa TSB corporation located at 1325 Stamy Rd, Hiawatha, IA 52233, hereinafter referred to as **Provider and CITY OF WEST BRANCH., July 1, 2016**, which shall hereinafter be referred to as the execution date of this agreement. The terms of this agreement shall be continuous from the execution date of this agreement until notified in writing by either party sent certified mail return receipt requested. Either party may terminate this agreement without penalty upon thirty (30) days notice provided in writing to the other party at the address set forth herein. If contract is terminated without 30 day notice in writing Provider may, at it's discretion, issue an early withdraw penalty equal to the number of active participants multiplied by \$50 each.

Provider provides alcohol and drug testing services to companies that are required to comply with federal alcohol and drug testing regulations; and CITY OF WEST BRANCH... has need of a program for alcohol and drug testing of applicants and/or employees and requires alcohol and drug testing services from **Provider**.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this agreement, the terms and conditions of which shall apply from the execution date of this agreement.

The parties both recognize that state and local laws apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the State of Iowa. Both parties agree to assure, to the best of their ability, that services provided are rendered according to **all applicable laws and regulations**.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

SCOPE OF SERVICES

Alcohol tests are performed using screening and evidential testing devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.

Drug tests are performed using chain-of-custody collection, testing laboratories certified by the Substance Abuse And Mental Health Services Administration (SAMHSA) for such testing, and medical review officers (MROs) qualified to review and report test results.

All tests, whether alcohol tests or drug tests, are performed in accordance with the regulatory requirements of the State of Iowa for such testing, including all applicable procedural, personnel and equipment guidelines.

Provider will maintain facilities and personnel adequate to the performance of services agreed to be provided to **CITY OF WEST BRANCH...** in particular, **Provider** will maintain trained and certified personnel qualified to perform services provided.

Provider RESPONSIBILITIES, continued

Provider will maintain, in a secure location with controlled access all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by **Provider** to **CITY OF WEST BRANCH...**

FIVE YEARS

- Alcohol tests ≥ 0.04 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable.
- Medical explanations of inability to provide specimens
- **CITY OF WEST BRANCH...** documentation for Evidential Breath Testing Devices
- Substance Abuse Professional (SAP) evaluations and related information.

TWO YEARS

- Supervisory training/BAT and drug screen collector training/certification
- Log books for drug and alcohol testing, if used
- Random selection records
- Agreements: testing-collection, laboratory, MRO, consortium

ONE YEAR

- Negative/canceled drug test results; alcohol test results ≤ 0.04

Other (specify)

Provider will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit **Provider** from releasing, to **CITY OF WEST BRANCH...** or any State or local officials with regulatory authority over the testing program, individual test results, or from releasing individual test results or related information to comply with the requests resulting from a legal action, including but not limited to unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

Provider will make available to **CITY OF WEST BRANCH...** at location(s) of its choosing, and at a reasonable expense to **CITY OF WEST BRANCH...** for copying and shipping charges, all records related to alcohol and drug testing performed by **Provider** for **CITY OF WEST BRANCH...**, except records containing confidential information, within two business days of notification by **CITY OF WEST BRANCH...** of such request.

Provider RESPONSIBILITIES, continued

Reporting of results to **CITY OF WEST BRANCH...** by **Provider**, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, UPS, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

RESPONSIBILITIES

CITY OF WEST BRANCH... will provide **Provider** with the most recent applicable alcohol and/or drug testing policies of **CITY OF WEST BRANCH...**

CITY OF WEST BRANCH... will designate a representative and an alternate to whom the **MRO** will report test results and discuss or report other information.

CITY OF WEST BRANCH... will notify **Provider** of any responsibilities with regard to the **Its** Employee Assistance Program as it relates to alcohol and drug testing.

CITY OF WEST BRANCH... represents that the means of obtaining results from the **MRO**, (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication) will assure that the results and other information remain secure and confidential with distribution of or access to such information to **CITY OF WEST BRANCH...** officials with a business need for the information only.

CITY OF WEST BRANCH... acknowledges that performance of necessary verification procedures may be dependent upon cooperation by **CITY OF WEST BRANCH...** representatives, tested individuals, and/or personal physicians and/or health care providers that may process vital medical history information.

CITY OF WEST BRANCH... acknowledges that alcohol testing results ≥ 0.04 or positive drug test results reported by the **MRO** do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

ASSIGNED RESPONSIBILITIES

CITY OF WEST BRANCH... and **Provider** agree that responsibility for the following procedures and services is as designated below. The designee for each procedure or service agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

Selection/provision of alcohol testing services	<input type="checkbox"/> CITY OF WEST BRANCH...	<input checked="" type="checkbox"/> Provider
Selection/provision of drug testing collections	<input type="checkbox"/> CITY OF WEST BRANCH...	<input checked="" type="checkbox"/> Provider
Selection/provision of drug testing laboratory services	<input type="checkbox"/> CITY OF WEST BRANCH...	<input checked="" type="checkbox"/> Provider
Random selection for drug and/or alcohol testing	<input type="checkbox"/> CITY OF WEST BRANCH...	<input checked="" type="checkbox"/> Provider
Blind specimen testing for quality assurance purposes	<input type="checkbox"/> CITY OF WEST BRANCH...	<input checked="" type="checkbox"/> Provider
Other (specify): _____ _____	<input type="checkbox"/> CITY OF WEST BRANCH...	<input type="checkbox"/> Provider
Other (specify): _____ _____	<input type="checkbox"/> CITY OF WEST BRANCH...	<input type="checkbox"/> Provider

Additional:

CONTRACT, page 5

FEES AND PAYMENT

FEES

Fees for services provided by **Provider** to **CITY OF WEST BRANCH...** will be in accordance with the FEES SCHEDULE hereby incorporated by attachment into this agreement.

FEES CHANGES

The price for services rendered under this agreement will not change unless **Provider** notifies **CITY OF WEST BRANCH...** in writing (30) days in advance of a price change. If **CITY OF WEST BRANCH...** does not agree to the new price, **Provider**, at its sole discretion, may continue to provide agreed upon services at the then current price for the duration of the agreement, or may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this agreement.

SIGNIFICANT CHANGES IN SERVICES PROVIDED

If during the term of this agreement there is a significant change in the requirements of the **Provider**, or other services covered under this agreement as the result of regulatory changes, or other changes mandated by federal or state law, both parties agreed to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this agreement.

PAYMENT

Provider will invoice **CITY OF WEST BRANCH...** for all services provided on a monthly basis. Invoicing is weekly with terms 1% discount if paid in 10 days net thirty (30) days after the date of any invoice. Overdue payments are subject to additional interest and service charges. In the case of failure of **CITY OF WEST BRANCH...** to make timely payments, **Provider** may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

GENERAL TERMS AND CONDITIONS:

TERM

All responsibilities, obligations and liabilities shall survive the terms of this agreement.

INDEPENDENT CONTRACTORS

Both parties to this agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venture, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this agreement.

RESPONSIBILITY FOR CITY OF WEST BRANCH... POLICY AND PROGRAM

The parties understand and agree that **Provider** does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that **CITY OF WEST BRANCH...** has sole responsibility for all such decisions. **Provider** shall not be responsible for any damages resulting from acts or omissions of the **CITY OF WEST BRANCH...** under its substance abuse policy.

SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon 30 business days notice by the terminating party.

FORCE MAJEURE

In no event shall **Provider** have any responsibility or liability to **CITY OF WEST BRANCH...** for any failure or delay in performance by **Provider** which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond **reasonable control** of the **Provider**. Such causes and circumstances shall include but are not limited to acts of God, acts of **CITY OF WEST BRANCH...** rules or regulations or orders of any governmental authority or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond **Provider's** reasonable control.

WAIVER

The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor operate to bar the exercise or performance of any right at any time.

INDEMNIFICATION

CITY OF WEST BRANCH... shall indemnify, defend and hold harmless **Provider, Provider's** directors, officers, agents and employees, and each of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of **CITY OF WEST BRANCH...**, of its party, subsidiary or affiliate companies, arising out of or in any way related to services provided by the **Provider** under this Agreement, related to negligent, fraudulent, or illegal action or omission of **CITY OF WEST BRANCH...** or its employees, agents, or related personnel. **CITY OF WEST BRANCH...** agrees to indemnify and hold harmless **Provider**, its affiliates from any loss, damage, or claim brought by third parties (including its tested individual) resulting from any willful or negligent act or omission on the part of **CITY OF WEST BRANCH...** or its representatives arising out of the contract.

Provider shall indemnify, defend and hold harmless **CITY OF WEST BRANCH...**, its directors, officers, agents and employees, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of **CITY OF WEST BRANCH...**, arising out of or in any way related to services provided by the **Provider** under this Agreement, related to negligent, fraudulent, or illegal action or omission of **Provider** or **Provider's** employees, agents, or related personnel. **Provider** agrees to indemnify **CITY OF WEST BRANCH...** from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by **Provider** personnel.

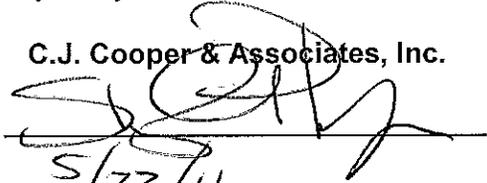
GOVERNING LAW

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of Iowa, including all matters of construction, validity, and performance but without giving effect to Iowa choice-of-law or conflict-of-law principles.

ENTIRE AGREEMENT

This agreement represents the entire agreement between **Provider** and **CITY OF WEST BRANCH...** This agreement supersedes all prior agreements, understanding, negotiations and discussions, written or oral, and may be modified only by a written document signed by both **Provider** and **CITY OF WEST BRANCH...**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year executed below:

<p>C.J. Cooper & Associates, Inc.</p> <p>By: </p> <p>Date: <u>5/23/16</u></p>	<p>CITY OF WEST BRANCH...</p> <p>By: _____</p> <p>Date: _____</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------

FEES SCHEDULE

CITY OF WEST BRANCH... agrees to pay **Provider** \$35.00 per breath alcohol test (DOT and/or NON) Confirmations for Breath Alcohol Test is \$25.00, if needed.

CITY OF WEST BRANCH... agrees to pay **Provider** \$35.00 per DOT drug test when collected at **provider** (Includes Collection, Lab & MRO fee)**

CITY OF WEST BRANCH... agrees to pay **Provider** \$50.00 per DOT drug test when collected @ job site (Includes Collection, Lab & MRO fee)
Mileage fee of .55/mile will apply for on-site collections

CITY OF WEST BRANCH... agrees to pay **Provider** \$40.00 per **Non DOT** drug test when collected at **provider** **
If collection is at a different collection site instead of **Provider** then it's \$25.00 per **Non DOT** drug test plus collection site fee**

CITY OF WEST BRANCH... agrees to pay **Provider** \$50.00 per **Non DOT** drug test when collected @ job site (Includes Collection, Lab & MRO fee)
Mileage fee of .55/mile will apply for on-site collections

CITY OF WEST BRANCH... agrees to pay **Provider** \$25.00 per drug for confirmation on **Non DOT** tests, if needed or requested

CITY OF WEST BRANCH... agrees to pay **Provider** \$75.00 after hours collection fee and \$50 during business hours collection fee for any Drug and/or Alcohol tests done by **Provider** at job site or hospital. **After hours pager number 319-929-9651** (post-accident or reasonable suspicion)

****CITY OF WEST BRANCH...** may choose to pay the collection site of their choice directly for all and any administrative and/or collection fees. There is no collection fee when done at/or by **Provider**.

FEE SCHEDULE, Continued

CONSULTATION

CITY OF WEST BRANCH... agrees to pay **Provider**, in addition to the above charges for the services of the **Provider**, calculated at the rates noted below, for time involved in program-related issues such as substance abuse professional evaluations, reviews of substance abuse professional evaluations, assistance with audits by **CITY OF WEST BRANCH...** or DOT, consultation with employer on drug testing issues, support of arbitration, grievance and appeal proceedings and if necessary as an expert witness. Such services will be provided only on a pre-approved basis at **CITY OF WEST BRANCH...** request. Reasonable travel and/or miscellaneous expenses will also be charged as applicable.

DOT Physical done at C.J. Cooper & Associates (by appointment) \$90.00

(Our physicals are performed by Physicians listed on the National Registry per FMSCA regulation effective 5/21/2014.)

Annual Administrative Fee \$90.00

CITY OF WEST BRANCH... will reimburse **Provider** reasonable administrative, copying, and shipping charges for special requests for records, results, or other information.

AMENDMENTS AND/OR DISCUSSION

Please sign & return this page to our office.

**CONTRACT, page 10
INDEMNIFICATION**

CITY OF WEST BRANCH... shall indemnify, defend and hold harmless **Provider, Provider's** directors, officers, agents and employees, and each of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the **CITY OF WEST BRANCH...**, of its party, subsidiary or affiliate companies, arising out of or in any way related to services provided by the **Provider** under this Agreement, related to negligent, fraudulent, or illegal action or omission of **CITY OF WEST BRANCH...** or **Its** employees, agents, or related personnel. **CITY OF WEST BRANCH...** agrees to indemnify and hold harmless **Provider**, its parents, subsidiaries, and affiliates from any loss, damage, or claim brought by third parties (including **Its** tested individual) resulting from any willful or negligent act or omission on the part of **CITY OF WEST BRANCH...**, or **Its** representatives arising out of the contract.

Provider shall indemnify, defend and hold harmless **CITY OF WEST BRANCH...** , **Its** directors, officers, agents and employees, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of **CITY OF WEST BRANCH...** , arising out of or in any way related to services provided by the **Provider** under this Agreement, related to negligent, fraudulent, or illegal action or omission of **Provider** or **Provider's** employees, agents, or related personnel. **Provider** agrees to indemnify **CITY OF WEST BRANCH...** from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by **Provider** personnel.

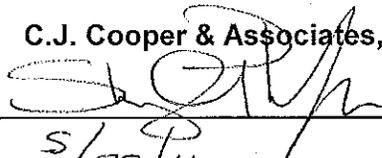
GOVERNING LAW

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of Iowa, including all matters of construction, validity, and performance but without giving effect to Iowa choice-of-law or conflict-of-law principles.

ENTIRE AGREEMENT

This agreement represents the entire agreement between **Provider** and **CITY OF WEST BRANCH...** This agreement supersedes all prior agreements, understanding, negotiations and discussions, written or oral, and may be modified only by a written document signed by both **Provider** and **CITY OF WEST BRANCH...**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year executed below:

C.J. Cooper & Associates, Inc.
By: 
Date: 5/23/16

CITY OF WEST BRANCH...
By: _____
Date: _____

RESOLUTION NO. 1487

RESOLUTION APPROVING THE GENERAL AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE AND WEST BRANCH FIRE/RESCUE DEPARTMENT CITY OF WEST BRANCH, IOWA

WHEREAS, the objective of this Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural fires, wildfires, providing emergency medical services (EMS) operations on lands within the Park's boundaries, within the City of West Branch, and in the immediate surrounding area; and

WHEREAS, the West Branch Fire Department is primarily responsible for conducting fire prevention, detection, and suppression of structural and wildland fire, providing EMS, and for conducting search and rescue operations within the City of West Branch, on federally owned land within the park boundary, and in the immediate surrounding area (including non-federally owned land within the Park's boundaries); and

WHEREAS, the City Council would like to continue the provisions of the General Agreement, which are currently in place as a result of a five-year General Agreement which was approved by the City Council in June of 2011; and

WHEREAS, it is now necessary for the City Council to approve said General Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned General Agreement with the United States Department of the Interior National Park Service, is hereby approved.

Further, the Mayor is directed to execute the General Agreement on behalf of the City.

Passed and approved this 27th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

**General Agreement
between
The United States Department of the Interior
National Park Service
and
West Branch Fire/Rescue Department
City of West Branch, Iowa**

Regarding Firefighting and Emergency Medical Service Assistance

This General Agreement is entered into by and between the National Park Service (hereinafter “NPS”), United States Department of the Interior, acting through the Superintendent of Herbert Hoover National Historic Site (hereinafter “Park”), and the City of West Branch, Iowa, acting through its West Branch City Fire Chief.

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural fires, wildfires, providing emergency medical services (EMS) operations on lands within the Park’s boundaries, within the City of West Branch, and in the immediate surrounding area.

The West Branch Fire Department is primarily responsible for conducting fire prevention, detection, and suppression of structural and wildland fire, providing EMS, and for conducting search and rescue operations within the City of West Branch, on federally owned land within the park boundary, and in the immediate surrounding area (including non-federally owned land within the Park’s boundaries).

ARTICLE II - AUTHORITY

Title 16 U.S.C. § 1b(1) authorizes the Secretary of the Interior to render “emergency rescue, firefighting, and cooperative assistance to nearby . . . fire prevention agencies and for related purposes outside of the National Park System.”

Title 16 U.S.C. § 1-3 and National Park Service Director’s Order 20 authorizes the National Park Service to enter into agreements to facilitate park operations.

This Agreement is entered into under the authority of *42 U.S.C. §1856a (1994)*.

Iowa State Code 28E authorizes the City of West Branch to enter into intergovernmental understandings.

ARTICLE III – STATEMENT WORK

A. The NPS agrees to:

1. Furnish, when requested by the West Branch Fire Department, qualified NPS employees, emergency, fire and EMS equipment to assist in EMS, the suppression of wildfires and other emergencies within the City of West Branch or in the immediate surrounding area whenever the furnishing of such assistance does not seriously impact the conduct of Park business. Authorized NPS employees will be deemed to be acting within the scope of their federal employment when responding to calls from the fire department.
2. Provide federal worker's compensation coverage for authorized NPS employees who respond to calls with the West Branch Fire Department.
3. Upon request, provide to the West Branch Fire Department an annual familiarization tour of the Park's facilities, equipment, and access points.
4. Provide opportunities for Fire and EMS personnel to receive training held in the local area sponsored by the NPS.

B. The City of West Branch agrees to:

1. Furnish available qualified EMS or Fire personnel, fire equipment, and rescue equipment to respond to emergencies on federally owned land within the Park. The West Branch Fire Department will suppress structural fires and wildfires, respond to spills of hazardous materials, perform emergency medical services and search and rescue services.
2. Provide worker's compensation coverage for qualified members of the West Branch Fire Department who respond to calls from the fire department within the park.
3. Provide to the NPS an annual familiarization tour of the West Branch Fire Department's facilities and equipment.
4. Provide opportunities for NPS personnel to receive training sponsored by the Fire Department.

C. The parties further agree as follows:

1. Each party will provide to the other party a list of responsible persons, with telephone numbers, to be contacted in an emergency. At least once a year, or more often if necessary, each party will provide the other party with an updated list of such persons and telephone numbers.
2. Each party will provide to the other party copies of current fire management plans for their areas of primary responsibility, including maps of areas involved and descriptions of special or extraordinary actions to be taken.
3. Only Minimum Impact Suppression Tactics will be used when fighting wildfires within the Park. No chainsaws or ground-disturbing equipment such as graders or bulldozers will be used without the permission of the NPS Superintendent or his/her designee.
4. After notifying the other party of a fire's discovery, either party may take immediate action to suppress a fire in the other party's area of primary responsibility in order to save life or property.
5. Each party to this Agreement waives all claims against the other party for compensation for loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement unless the actions which cause such loss, damage, personal injury, or death are intentional or a result of gross reckless, or wanton behavior.
6. Neither party to this Agreement will reimburse the other party for all or any part of the cost incurred by such party in providing fire protection pursuant to this Agreement.
7. Nothing in this Agreement will be construed as obligating the NPS to expend in any one fiscal year any sum in excess of the monies appropriated by Congress and allocated by the NPS for the performance of this Agreement.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article X that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**
Superintendent
Herbert Hoover National Historic Site
P.O. Box 607
West Branch, Iowa 52358
(319)-643-2541

2. **For the City of West Branch, Iowa:**
Matt Muckler
City Administrator
City of West Branch
P.O. Box 218, 110 N. Poplar Street
West Branch, IA 52358
(319) 643-5888

Kevin Stoolman
Fire Chief
City of West Branch
P.O. Box 218, 110 N. Poplar Street
West Branch, IA 52358
(319) 643-5888

- B. **Communications** - The City will address any communication regarding this Agreement to the key official with a copy to the Contracting Officer, and to the Superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the Superintendent.
- C. **Changes in Key Officials** - Neither the NPS nor the City may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – FUNDING

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as set forth in Article III.

ARTICLE VII – PRIOR APPROVAL

Not applicable.

ARTICLE VIII – REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties.

ARTICLE IX – PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to the City of West Branch during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE X – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XI – STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

The City of West Branch will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the City of West Branch represents. No release of information relating to this Agreement may state or imply that the Government approves of the City of West Branch's work product or considers the City of West Branch's work product to be superior to other products or services.

C. Public Information Release

All releases of public information will be handled through designated Public Information Officers (PIO) of the NPS or the West Branch Fire Department. Information released will be approved by the park Superintendent and/or the West Branch Fire Chief prior to release to the public. All sensitive information will be coordinated between the park Superintendent and Fire Chief, and their respective PIO prior to release. The West Branch Fire Department must obtain prior approval from the park Superintendent or his/her designee for any public information release which refers to the Department of the Interior, or to any bureau, park unit, or employee (by name or title), or to this agreement. The specific text, layout, photographs, etc of the proposed release must be submitted with the request for approval.

D. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE XII – SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: _____ Date: _____

Name: Peter S. Swisher

Title: Superintendent

Herbert Hoover National Historic Site

FOR THE CITY OF WEST BRANCH, IOWA:

Signature: _____ Date: _____

Name: Roger Laughlin

Title: West Branch City Mayor

**General Agreement
between
The United States Department of the Interior
National Park Service
and
The City of West Branch
Iowa**

Regarding Law Enforcement Assistance

This Agreement is entered into by and between the National Park Service (hereinafter NPS), United States Department of the Interior, acting through the Superintendent of Herbert Hoover National Historic Site (hereinafter Herbert Hoover NHS), and West Branch, Iowa, acting through the West Branch Chief of Police pursuant to 16 U.S.C. § 1b(1), and Chapter 804, Section 7B and Chapter 28E of the Code of Iowa.

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of the Agreement is to coordinate emergency law enforcement assistance between the two agencies. Herbert Hoover NHS is under concurrent legislative jurisdiction, and the NPS and the West Branch Police Department (hereinafter WBPD) therefore share a common interest in law enforcement at Herbert Hoover NHS.

Both agencies recognize through long experience that violations affecting the safety and welfare of citizens, property, and resources under their protection frequently involve individuals and groups operating across jurisdictional boundaries. Both agencies also recognize that the most effective and sometimes only method to detect, deter, and solve these crimes is through cooperative efforts. Accordingly, the NPS and the WBPD do hereby enter into an agreement to provide emergency cooperative assistance to maintain public safety and welfare on lands and roadways in West Branch, Iowa, within and surrounding Herbert Hoover NHS, as both parties can mutually benefit from the expertise and resources of their respective agencies.

Under Iowa law, federal law enforcement officers are recognized as out-of-state peace officers and may make arrests and conduct other law enforcement activities within the State pursuant to an agreement between the Federal officer's agency and a political subdivision of the State of Iowa. Type I commissioned NPS Rangers are recognized as out-of-state peace officers through this Agreement.

Through this Agreement, therefore, the West Branch Chief of Police, may appoint certain federally commissioned Type I NPS law enforcement rangers employed at Herbert Hoover NHS as out-of-state peace officers for the purposes of enforcing State law and City Ordinances within Herbert Hoover NHS, or in response to emergency situations outside of Herbert Hoover NHS, and within a reasonable distance of the City of West

Branch, Iowa.

The NPS is willing to have designated as out-of-state peace officers certain federally commissioned Type I NPS law enforcement rangers when such appointment will benefit the administration of the park area. The NPS also agrees to accept out-of-state peace officer designation for Type I commissioned law enforcement rangers for the purpose of providing emergency law enforcement assistance, when requested, to the WBPD.

ARTICLE II – AUTHORITY

This agreement is entered into under the authority of 16 United States Code (16 U.S.C.) §§ 1-3.

The Secretary of the Interior, acting through the NPS, administers and manages Herbert Hoover NHS pursuant to Public Law 89-119 of August 12, 1965 (79 Stat. 510), and conducts law enforcement activities there and at other NPS areas within the State of Iowa pursuant to Title 16 U.S.C. § 1a-6.

Title 16 U.S.C. § 1a-6(b) authorizes the Secretary of the Interior “to designate...certain officers or employees of the Department of the Interior who shall maintain law and order and protect persons and property within areas of the National Park System”.

Title 16 U.S.C. § 1b(1) authorizes the Secretary of the Interior to render “emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the National Park System”.

The City of West Branch is authorized to enter into intergovernmental understandings with public agencies pursuant to Chapter 28E of the Code of Iowa. Chapter 331, Sections 652 & 653, and Chapter 804 of the Code of Iowa authorize the West Branch Chief of Police to enforce the Laws of the State of Iowa and ordinances duly enacted by the City of West Branch. The WBPD is recognized for the purposes of 16 U.S.C. § 1a-6 as a nearby law enforcement agency.

Chapter 804, Section 7B, authorizes persons employed full time by the United States government, who are empowered to effect arrests with or without a warrant for violation of the United States Code and who are authorized to carry a firearm in performance of their duties as federal law enforcement officer, to make arrests and conduct other law enforcement activities in Iowa pursuant to an agreement entered into under Chapter 28 E of the Code of Iowa.

The scope of this Agreement is defined by the authority of Title 16 U.S.C. § 1b (1), and Chapter 804, Section 7B, and Chapter 28E of the Code of Iowa.

ARTICLE III – STATEMENT OF WORK

A. The NPS agrees as follows:

- 1. Within NPS Jurisdiction – Law Enforcement Assistance Pursuant to 16 U.S.C. § 1a-6:**
 - a. In accordance with 16 U.S.C. § 1a-6, the NPS shall enforce all applicable Federal laws within Herbert Hoover NHS.
 - b. Whenever practical, NPS commissioned employees will use law enforcement authority vested by the NPS before the authority vested by the WBPD.
 - c. The WBPD may supplement NPS law enforcement efforts, initiate law enforcement action, and independently patrol within Herbert Hoover NHS. The WBPD maintains primary responsibility for enforcing state laws and city ordinances within Herbert Hoover NHS.
 - d. The NPS will provide the WBPD a list of responsible persons, with telephone numbers, to be contacted in an emergency. This list will be updated as needed to reflect personnel changes.
 - e. The NPS will assume primary control of incidents occurring within Herbert Hoover NHS. Incidents of a magnitude larger than NPS resources can manage effectively may require a cooperative effort with other Federal and local agencies.
 - f. The NPS may request resources of the WBPD for incidents occurring within Herbert Hoover NHS. The NPS will provide a liaison to the WBPD in cases when WBPD resources have been requested. The NPS liaison will participate and work cooperatively with the WBPD resources until the incident is concluded and, when possible, a successful prosecution of the case has been attained.

2. **Outside NPS Jurisdiction – Law Enforcement Assistance Pursuant to 16 U.S.C. § 1b(1):**
- a. The NPS agrees to provide emergency law enforcement assistance as defined in this document and in accordance with Iowa law to WBPD outside the National Park System.
 - b. NPS emergency law enforcement assistance outside the boundaries of Herbert Hoover NHS generally stems from an unexpected occurrence that requires immediate action and may include one or more of the following:
 - Emergency responses such as life or death incidents, serious injury/fatality accident/incident scenes, crime scenes involving the protection of human life, officer needs assistance, threat(s) to health or safety of the public.
 - Emergency or law enforcement incidents directly affecting visitor safety or resource protection.
 - Probable cause felonies and felonies committed in the presence of and observed by NPS commissioned rangers.
 - Indictable offenses (re: Iowa Code 804.7A2a) committed in the presence of National Park Service commissioned rangers that present an immediate threat to the health and safety of the public.
 - c. Upon receiving an official request from the WBPD, the NPS shall render emergency law enforcement assistance (as defined in provision A.2.b above) to the WBPD whenever possible. A request for such emergency assistance will be placed with Herbert Hoover NHS's Senior Law Enforcement Officer or his/her representative.
 - d. The NPS may render emergency law enforcement assistance in those situations where a NPS law enforcement ranger, while in the course of his/her official duties, observes an emergency situation (as defined in provision A.2.b above), at which time the NPS law enforcement ranger shall secure and manage the scene. The NPS shall immediately notify the WBPD of the emergency. Upon arrival of the first WBPD officer on the scene, the NPS law enforcement ranger shall relinquish control; however, upon request, the NPS law enforcement ranger may assist the WBPD officer for the duration of the emergency.

- e. The NPS shall render assistance until such time as released by the WBPD on-scene incident commander or until the emergency no longer exists, whichever comes first.
- f. The on-scene commanding officer of the WBPD shall be in command of all officers, including NPS law enforcement rangers who are rendering emergency assistance; provided that the WBPD on-scene commander shall exercise command of NPS law enforcement rangers only through the highest ranking NPS law enforcement ranger at the scene, which shall be identified by the NPS.
- g. For good cause the NPS Senior Law Enforcement Officer or his/her representative may decide at any time to withdraw emergency law enforcement assistance.
- h. NPS law enforcement rangers rendering emergency assistance to the WBPD pursuant to this Agreement shall wear the official NPS uniform, or, if approved by the NPS Senior Law Enforcement Officer or his/her designee, plain clothes; shall remain under the authority and control of NPS supervisors; shall be subject to the laws, regulations, and policies of the NPS and of the United States; and shall not receive any monetary compensation from any source other than the NPS.

B. The WBPD agrees as follows:

1. The following incidents, when occurring within Herbert Hoover NHS, must be reported to the NPS as soon as practical via verbal notification and/or written reports:
 - Incidents involving damage within Herbert Hoover NHS, the buildings or property contained therein;
 - Incidents involving fatalities, serious injury, or injuries to multiple persons;
 - Incidents involving or with the potential to involve media interest;
 - Incidents involving motor vehicle accidents within Herbert Hoover NHS;
 - Incidents involving planned or unplanned demonstrations in or near Herbert Hoover NHS;
 - The NPS should be notified as soon as is practicable (via report copy) of incidents involving the possession and/or use of cannabis or of illegal use of a controlled substance;

2. To provide the Superintendent of Herbert Hoover NHS all applicable state laws and city ordinances and provide training necessary to familiarize designated commissioned ranger(s) with those laws and ordinances.
3. To make available and to provide assistance, when possible, with: evidence storage, fingerprinting and photographing facilities, DUI detection kits, and other law enforcement equipment that may not be routinely used by Herbert Hoover NHS law enforcement rangers.

C. The parties further agree as follows:

1. The NPS agrees to make available for designation only NPS law enforcement ranger(s) who meet National Park Service law enforcement training standards and who possess a current and valid National Park Service Type I Law Enforcement Commission.
2. NPS law enforcement rangers rendering emergency assistance to the WBPB pursuant to this Agreement shall be deemed to be acting within the scope of their Federal employment. Under no circumstances shall NPS law enforcement rangers be deemed to be “borrowed servants” of the WBPB.
3. Arrests made by NPS law enforcement personnel will be controlled in the jurisdiction of the agency under whose authority the arrest was made and in the court having adjudicating responsibility of the cited offense.
4. When acting under state authority, NPS law enforcement personnel, while still subject to the policies and regulations of the Federal government will conform to state and local procedures where there is no contradiction of Federal policy, and the violator will be processed through the state court system as directed by the West Branch City Attorney.
5. As interdepartmental radio communications may be needed to coordinate law enforcement and public safety activities, each party authorizes the other party to utilize its radio frequency(s) as needed to carry out the provisions of this Agreement. The Chief of Police will provide a list of approved radio frequencies to the Superintendent.

6. Each party hereby waives any and all claims, demands, and causes of action against the other party and its employees, and releases the other party and its employees from any and all liability arising out of or resulting from activities under this Agreement. Each party shall be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this Agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees (including attorney's fees).
7. Each party shall bear its own costs for furnishing services under this Agreement, and neither party shall claim reimbursement for those costs from the other party.
8. Nothing in this Agreement shall be construed to bind the NPS to expend in any one fiscal year any sum in excess of funds appropriated by Congress or allocated by the NPS for the purposes of this Agreement.
9. The parties shall coordinate all public information releases about law enforcement incidents, investigations, actions, and other matters involving both parties. No public information release by one party shall refer to the other party or to any employee of the other party (by name or otherwise) without the other party's prior approval. Each party agrees not to comment to the media on incidents that occur in the other party's jurisdiction. All media inquiries will be directed to the respective agency's Public Information Officer or designee.

ARTICLE IV – TERMS OF AGREEMENT

This Agreement shall be effective for a period of five years after the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article X that follows. At the conclusion of that five-year term, this Agreement may be extended or renewed by written agreement of the parties.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Superintendent Pete Swisher
Herbert Hoover National Historic Site
110 Parkside Drive
West Branch, Iowa 52358
(319) 643-7870

2. **For the City of West Branch, Iowa:**

Matt Muckler
City Administrator
City of West Branch
P.O. Box 218, 110 N. Poplar Street
West Branch, IA 52358
(319) 643-5888

Michael Horihan, Chief of Police
105 S. Second St.
West Branch, Iowa 52358
(319) 643-2222

B. **Communications** – The West Branch Chief of Police will address any communication regarding this Agreement to the Superintendent.

C. **Changes in Key Officials** – Neither the NPS nor the City may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification of this Agreement.

ARTICLE VI – FUNDING

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as set forth in Article III.

ARTICLE VII – PRIOR APPROVAL

Not applicable.

ARTICLE VIII – REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties. Any documents or data exchanged between the parties to this Agreement will not be released to a third party unless the designated key official of the party that generated the document or data, or his/her representative, approves the release, or unless release is required by statute or rules of state or federal court.

ARTICLE IX – PROPERTY UTILIZATION

Unless otherwise agreed to in writing by both parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to WBPD during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE X – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate the Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other with notice of its intentions to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XI – STANDARD CLAUSES

- A. **Civil Rights**
During the performance of this Agreement, the participants agree to abide by the terms of the U.S. Department of the Interior – Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, age, or sex.

B. Promotions

The Office of the West Branch Police Chief will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the WBPD represents. No release of information relating to the Agreement may state or imply that the Government approves of the WBPD work product, or considers the WBPD work product superior to other products or services.

C. Public Information Release

Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to the Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscript to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE XII – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE

Signature: _____

Name: Peter S. Swisher

Title: Superintendent

Herbert Hoover National Historic Site

Date: _____

FOR THE WEST BRANCH

Signature: _____

Name: Roger Laughlin

Title: Mayor, City of West Branch

Date: _____

See attached:

- memorandum “List of Responsible Persons”
- Appendix: Radio Frequency Use Agreement between the City of West Branch and Herbert Hoover National Historic Site

RADIO FREQUENCY USE AGREEMENT

between

THE CITY OF WEST BRANCH, IOWA

and

HERBERT HOOVER NATIONAL HISTORIC SITE

Whereas Sections 7.12 and 8.3.3 of the National Telecommunications and Information Administration Manual of Regulations and Procedures for Federal Radio Frequency Management (NTIA Manual), require a mutually approved arrangement for a Government radio station to use any frequency authorized to another Government radio station, and

Whereas **HERBERT HOOVER NATIONAL HISTORIC SITE** (hereinafter referred to as the **NPS**) requires radio communications access to the **CITY OF WEST BRANCH** (hereinafter referred to as the licensee) radio frequency listed,

CH#	CH. NAME	LONG NAME	TX FREQ	RX FREQ	TX CG	RX CG
5	WB BASE	WEST BRANCH BASE (Talk Around)	155.0850	155.0850	464	464

which are authorized solely to the licensee for inter-agency, mutual-aid, and internal communications, and

whereas such use facilitates **NPS** communications in accordance with the following stipulations: The **NPS** will submit a copy of this agreement through their authorized Bureau Radio Program Manager (the Chief, **NPS** Radio Program Management Division) requesting issuance of a radio frequency authorization (RFA).

NPS Use of the authorized frequency is restricted to public safety and mutual aid communications.

Federal Government (**NPS**) operations under this agreement must conform in all respects to any restriction or limitation imposed by the NTIA on the principal licensee (**THE CITY OF WEST BRANCH**).

The **NPS** will purchase its own equipment, and any equipment necessary for the **NPS** to operate on the frequency, and shall pay all expenses associated with the operation of said equipment on the system.

The licensee shall incur no additional costs as a result of **NPS**'s use of the system, and the **NPS** shall bear all costs associated therewith.

All **NPS** radios utilizing the frequency shall be programmed, serviced and repaired only by authorized personnel, and the **NPS** shall bear all associated costs.

Liability: To the full extent authorized by applicable law, the **NPS** and the **LICENSEE** shall be liable for the acts and omissions of their respective employees, officers, agents, and representatives in connection with this Agreement.

Legality of Agreement: Any obligations created by this Agreement which are hereafter determined by court of competent jurisdiction to be illegal are void, and neither party will be obligated to further perform as to such obligations. Should a nonmaterial portion of the total obligation is hereby severed, but the balance of the lawful portions hereof will

continue to be performed.

No change, alteration or amendment of this Agreement may be made except by the written consent of both parties.

Either party may cancel this agreement upon 90 days written notice to the other.

This agreement will be reviewed and re-certified every five years to validate continued operational requirements.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year written below:

NPS

Licensee

.....
[Date]

.....
Signature [Date]

Joe Snyder

Roger Laughlin

Park/Regional Radio Manager

Mayor

Telephone #'s

715-483-2298

319-643-5888

Original - Park-Unit Radio Coordinator:

.....
- US Government Agency: HERBERT HOOVER NATIONAL HISTORIC SITE

Copy - Regional NPS Radio Program Manager: Joe Snyder, NP-MWR
- Chief, Radio Program Management Division, WASO: Carroll Alexander
- Mayor, City of West Branch, Iowa



United States Department of the Interior
NATIONAL PARK SERVICE



IN REPLY REFER TO:

HERBERT HOOVER NATIONAL HISTORIC SITE
P.O. BOX 607
WEST BRANCH, IOWA 52358-0607

June 20, 2016

W34(HEHO)

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

Dear Mr. Muckler:

Following is a list of individuals who are either commissioned law enforcement officers for the National Park Service or otherwise supervise the law enforcement program at Herbert Hoover National Historic Site:

- Peter S. Swisher, Superintendent
- Mike Wilson, Chief Park Ranger
- Seth Goodspeed, Park Ranger

These individuals may work with the City of West Branch Police Department as deemed fit and appropriate. This list will be updated as personnel changes occur at the park.

Any questions regarding this contact list may be directed to myself or to Chief Ranger Wilson at (319) 643-2520.

Sincerely,

Peter S. Swisher
Superintendent

RESOLUTION NO. 1489

RESOLUTION APPROVING WORKERS COMPENSATION INSURANCE PROPOSAL
WITH IMWCA

WHEREAS, the City of West Branch, Iowa received an insurance renewal quotation from the Iowa Municipalities Worker's Compensation Association (IMWCA); and

WHEREAS, after reviewing the insurance renewal quotation, the City Council has decided to accept the quotation of IMWCA, effective July 1, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the insurance renewal with IMWCA is hereby approved.

Passed and approved this 27th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



*AGENT'S FILE COPY
Original mailed to the Member*

2016-2017
Workers' Compensation
Coverage Documents
Packet

PLEASE MAINTAIN THESE DOCUMENTS IN YOUR INSURANCE FILE

*Information Page of the Coverage Memorandum
(Includes endorsements, if applicable)*

Estimated Premium Schedule for 2016-2017

*Experience Modification Factor Worksheet
(If applicable)*

THE INVOICE MAILED SEPERATELY TO THE MEMBER



West Branch (0851)
Estimated Premium Schedule as of 5/13/2016
Policy Period: 7/1/2016-7/1/2017

Workers' Compensation Coverage

Class Code	Description	Rate	Payroll	Premium	Modified Premium	Discounted Premium
5506	Street or Road Paving	9.27%	77,673	7,200	8,640	7,690
7520	Waterworks Operations & Driver	5.38%	118,316	6,365	7,638	6,798
7580	Sewage Disposal Plant Operation	3.13%	23,295	729	875	779
7720	Police Officers & Drivers	4.59%	254,350	11,675	14,010	12,469
8810	Clerical Office Employees - NO	0.31%	370,356	1,148	1,378	1,226
9102	Parks NOC - All Employees	5.63%	6,000	338	406	361
9220	Cemetery Operations & Drivers	6.59%	16,603	1,094	1,313	1,169
7711	Volunteer Firefighters & Drivers	49.9%	30,000	14,970	17,964	15,988
9402	Street Cleaning & Drivers	5.78%	17,000	983	1,180	1,050
7720V	Reserve Peace Officers & Drive	4.59%	4,866	223	268	239
8810V	Elected or Appointed Officials	0.31%	15,400	48	58	52
Totals:			933,859	44,773	53,730	47,821

Your IMWCA Discount for Workers' Compensation Coverage:

Longevity Credit:	\$ 0	0%
Loss Experience Credit:	\$ 0	0%
Large Premium Discount:	\$ 5,910	11%
Total Discount:	\$ 5,910	11%

Workers' Compensation Premium Calculation

Pure Premium:	\$ 44,773
Experience Modification Factor: X	1.20
Modified Premium:	\$ 53,730
IMWCA Discount Amount: -	\$ 5,910
Discounted Premium:	\$ 47,821
Net Premium:	\$ 47,821
Expense Constant: +	\$ 160
Total Premium:	\$ 47,981

Total Estimated Coverage Premium: \$ 47,981

This is not an invoice.

Workers Compensation Experience Rating Report

0851 - West Branch

Effective 7/1/2016

Member No	0851
Member Name	West Branch
Effective Date	7/1/2016

Policy Year 2014-2015

Actual Losses

Claim Number	Status	Claim Type	Reporting Code	Total Incurred	Actual Incurred	Primary Losses
2014025034	F	Volunteer Medical Only	WC	\$336.87	\$101.06	\$101.00
2015026314	F	Medical Only	WC	\$66.14	\$19.84	\$20.00
2015026436	F	Volunteer Medical Only	WC	\$405.94	\$121.78	\$122.00
Totals				\$ 808.95	\$ 242.68	\$ 243.00

Expected Losses

State	Class	Payroll	ELR	D Ratio	Expected Losses	Expected Primary Losses
IA	5506	\$75,007.00	3.39	.23	\$2,543.00	\$585.00
IA	7520	\$83,930.00	2.58	.33	\$2,165.00	\$714.00
IA	7580	\$18,878.00	1.33	.26	\$251.00	\$65.00
IA	7711	\$15,105.00	19.71	.24	\$2,977.00	\$714.00
IA	7720	\$162,065.00	1.95	.26	\$3,160.00	\$822.00
IA	7720V	\$4,866.00	1.95	.26	\$95.00	\$25.00
IA	8810	\$307,506.00	.15	.33	\$461.00	\$152.00
IA	8810V	\$6,520.00	.15	.33	\$10.00	\$3.00
IA	9102	\$45,270.00	2.68	.33	\$1,213.00	\$400.00
IA	9220	\$20,384.00	2.98	.30	\$607.00	\$182.00
IA	9402	\$13,910.00	2.46	.27	\$342.00	\$92.00
IA	MINPWC	\$0.00	.00	.00	\$0.00	\$0.00
Totals		\$ 753,441.00			\$ 13,824.00	\$ 3,754.00

Manual Contribution: \$ 32,489.00

Policy Year 2013-2014

Expected Losses

State	Class	Payroll	ELR	D Ratio	Expected Losses	Expected Primary Losses
IA	5506	\$27,586.38	3.39	.23	\$935.00	\$215.00
IA	7520	\$8,215.68	2.58	.33	\$212.00	\$70.00
IA	7580	\$2,381.55	1.33	.26	\$32.00	\$8.00
IA	7711	\$2,400.00	19.71	.24	\$473.00	\$114.00
IA	7720	\$34,506.33	1.95	.26	\$673.00	\$175.00
IA	7720V	\$240.00	1.95	.26	\$5.00	\$1.00
IA	8810	\$60,244.33	.15	.33	\$90.00	\$30.00
IA	8810V	\$975.00	.15	.33	\$1.00	\$0.00
IA	9102	\$9,485.67	2.68	.33	\$254.00	\$84.00
IA	9220	\$5,871.84	2.98	.30	\$175.00	\$53.00
IA	9402	\$1,006.55	2.46	.27	\$25.00	\$7.00
IA	MINPWC	\$0.00	.00	.00	\$0.00	\$0.00

State	Class	Payroll	ELR	D Ratio	Expected Losses	Expected Primary Losses
Totals		\$ 152,913.33			\$ 2,875.00	\$ 757.00

Manual Contribution: \$ 6,800.00

Experience Modifier

	Actual	Expected
Primary Losses	\$243.00	\$4,511.00
Excess Losses	\$0.00	\$12,188.00
Total Losses	\$243.00	\$16,699.00
Weighting Value	0.07	0.07
Ballast Value	26,500	26,500
Weighted Expected Excess	\$11,335.00	\$11,335.00
Ratable Excess	\$0.00	\$853.00
Total	\$38,078.00	\$43,199.00
Experience Modification	-	1.00

Experience Modifier Calculation

Actual Incurred Losses	A	\$ 243.00	Actual Excess Losses	E = (A - B)	\$ 0.00
Primary Actual Incurred Losses	B	\$ 243.00	Expected Excess Losses	F = (C - D)	\$ 12,188.00
Expected Losses	C	\$ 16,699.00	Weighting Value	G	0.07
Actual Incurred Losses	D	\$ 4,511.00	Ballast Value	H	26,500.00

Experience Modification
Formula

$$\frac{B + H + (E \times G) + (1 - G) \times F}{D + H + (F \times G) + (1 - G) \times F}$$

Experience Modification Formula With Values

$$\frac{243.00 + 26,500.00 + (0.00 \times 0.07) + (1 - 0.07) \times 12,188.00}{4,511.00 + 26,500.00 + (12,188.00 \times 0.07) + (1 - 0.07) \times 12,188.00}$$

Calculated Experience Modifier 0.88

Maximum Experience Modifier 1.73
 $1.10 + (0.00004)((C) + (2)(C) / (9.5))$

Minimum Experience Modifier 0.88
 (Experience modifier with no losses)

Final Experience Modifier	1.00
---------------------------	------

- Experience modifier set to 1.0 due to insufficient experience.
- Actual Incurred reflects a decrease of 70% on medical primary and excess losses per state rules.

RESOLUTION NO. 1490

RESOLUTION APPROVING A LIABILITY INSURANCE PROPOSAL WITH ICAP

WHEREAS, the City of West Branch, Iowa received an insurance renewal quotation from the Iowa Communities Assurance Pool (ICAP); and

WHEREAS, after reviewing the insurance renewal quotation, the City Council has decided to accept the quotation from and continue membership with ICAP, effective July 1, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the insurance renewal with ICAP is hereby approved.

Passed and approved this 27th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



Iowa Communities Assurance Pool

INVOICE

FOR

City of West Branch

Anniversary Date: 07/01/2016

5701 Greendale Road
Johnston, IA 50131
www.icapiowa.com



Member Invoice

Member Name: City of West Branch

Anniversary Date: 07/01/2016

Policy Number: R0883PC2016-01

Coverage	Limit of Coverage	Contribution
General Liability	\$2,000,000	\$9,186.23
Automobile Liability	\$2,000,000	\$3,887.80
Law Enforcement Liability	\$2,000,000	\$1,632.96
Public Officials Wrongful Acts	\$2,000,000	\$1,894.83
Excess Liability	\$4,000,000	\$5,942.40
Vehicles	\$598,270	\$1,048.66
Property	\$10,810,623	\$16,902.01
Equipment Breakdown	Included	Included
Crime	\$100,000	\$150.00
Bond		\$136.00
Marketing and Administration Fees		\$8.50
 TOTAL CONTRIBUTION		 \$40,789.39

**MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR
BEFORE: 07/01/2016**

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you have further questions regarding this process or do not wish to participate, please call us at 515-276-7557.



Iowa Communities Assurance Pool

Commitment to Continue Membership

I, City of West Branch, do hereby affix my signature to this form and promise to submit the contribution of \$40,789.39 (less attached vouchers if applicable) by _____ . In order to fulfill this commitment, our check will be received by the Iowa Communities Assurance Pool, at the address on this form, no later than _____ .

Printed Name _____

Signature _____

Date _____

Iowa Communities
Assurance Pool
5701 Greendale Road
Johnston, IA 50131



Member Proxy

Be it known, that the undersigned representative of the Governmental Sub-Division (hereafter referred to as MEMBER) by resolution of the governing body, a copy of which is attached hereto, hereby nominates and appoints the following individual and alternate to represent the MEMBER with the Iowa Communities Assurance Pool (hereinafter referred to as the POOL). The individual and alternate shall act as liaison between MEMBER and the POOL for the purposes of relating risk reduction and loss control information, and any other loss information or instructions concerning the obligations of the MEMBER imposed by signing the Iowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned thereunder, to the same extent as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Primary Contact:	<u>Matt Muckler</u>	Alternate Contact:	_____
Title:	<u>City Administrator</u>	Title:	_____
Address:	<u>PO Box 218</u>	Address:	_____
Address:	_____	Address:	_____
City, State, Zip:	<u>West Branch, IA 52358-0218</u>	City, State, Zip:	_____
Email:	<u>matt@westbranchiowa.org</u>	Email:	_____
Telephone:	<u>3196435888</u>	Telephone:	_____

In witness whereof, this proxy was executed on the _____ day of _____, in the year _____, by the undersigned duly authorized officers of the Governmental Subdivision indicated below:.

Governmental Subdivision: City of West Branch

Member ICAP #: 883

By: _____

Title: _____

By: _____

(City Clerk/County Auditor/Board Secretary)



Anniversary Information Acknowledgement

The undersigned representative of the City of West Branch acknowledges that he/she:

- Reviewed the information provided on all Iowa Communities Assurance Pool applications and all applicable supplemental applications.
- Reviewed all applicable property and vehicle schedules.
- Confirms, to the best of his/her knowledge, that all information provided is complete and accurate.
- Reviewed the optional coverage(s) offered by the Iowa Communities Assurance Pool for increased limits. After consideration of the coverage(s) offered and the contribution for same, City of West Branch has elected to:
 - Waive any and all coverage(s) and any applicable contribution charges. City of West Branch understands that to add increased limits coverage in the future, it will be subject to Iowa Communities Assurance Pool's approval and underwriting guidelines at the time of the request and that such request must be made in writing. In addition, City of West Branch will not hold the Iowa Communities Assurance Pool responsible for this decision to waive optional coverage(s).
 - Accept the increased limits: _____
(Limit of Liability Accepted)

Executed on the _____ day of _____, in the year _____, by the undersigned duly authorized officer of the Governmental Subdivision (City of West Branch) indicated below:

BY: _____

Title: _____

Member: City of West Branch

Member Number: 883

Anniversary Date: 07/01/2016



Quote Summary

City of West Branch

Anniversary Date: 07/01/2016

Coverage	Contribution	Limit of Coverage	Deductible	Retroactive Date	Coverage Effective
General Liability	\$9,186.23	\$2,000,000	\$0	07/01/2016	07/01/2016
Automobile Liability	\$3,887.80	\$2,000,000	\$0	07/01/2016	07/01/2016
Law Enforcement Liability	\$1,632.96	\$2,000,000	\$2,000	07/01/2016	07/01/2016
Public Officials Wrongful Acts	\$1,894.83	\$2,000,000	\$500	07/01/2016	07/01/2016
Excess Liability	\$5,942.40	\$4,000,000			07/01/2016
Vehicles	\$1,048.66	\$598,270	See Schedule		07/01/2016
Property	\$16,902.01	\$10,810,623	See Schedule		07/01/2016
Equipment Breakdown	Included	Included	Included		Included
Crime	\$150.00	\$100,000	\$1,000		07/01/2016
Bond	\$136.00				07/01/2016
TOTAL CONTRIBUTION	\$40,780.89				
Agency Fee	\$8.50				
FINAL CONTRIBUTION	\$40,789.39				

Excess Liability Options	Contribution	Limit of Liability	Coverage Effective
Excess Liability	\$7,310.40	\$5,000,000	07/01/2016
Excess Liability	\$8,620.80	\$6,000,000	07/01/2016
Excess Liability	\$9,868.80	\$7,000,000	07/01/2016
Excess Liability	\$11,059.20	\$8,000,000	07/01/2016
Excess Liability	\$12,187.20	\$9,000,000	07/01/2016
Excess Liability	\$13,257.60	\$10,000,000	07/01/2016
Excess Liability	\$14,265.60	\$11,000,000	07/01/2016
Excess Liability	\$15,220.80	\$12,000,000	07/01/2016
Excess Liability	\$16,147.20	\$13,000,000	07/01/2016

This quotation expires on the Proposed Effective Date.



Schedule of Covered Vehicles

City of West Branch

Effective Date: 07/01/2016

Printed on: 05/31/2016

1 - 1 - 105 S. 2nd St., West Branch, IA 52358

Year	Make	Model	VIN	Type	Value	Valuation	Comp	Ded	Coll	Ded
1	2008	Dodge	1500 Mega Cab w/Eqpt. 3D7KS19 DX8G223 822	Police	55,000	ACV	Y	\$250	Y	\$500
2	2013	Ford	Explorer w/Eqpt. 1FM5K8 ARXDGA 88897	Police	55,000	ACV	Y	\$250	Y	\$500
3	2014	Ford	Interceptor AWD w/Eqpt. 1FAHP2 MT9EG1 27753	Police	55,000	ACV	Y	\$250	Y	\$500
4	2015	Dodge	Durango w/Eqpt. 1C4SDJF T2FC953 613	Police	55,000	ACV	Y	\$200	Y	\$500

Total Location Vehicle Value: 220,000

10 - 17 - 338 Cookson Dr., West Branch, IA 52358

Year	Make	Model	VIN	Type	Value	Valuation	Comp	Ded	Coll	Ded
1	1997	Ford	F70 Dump Truck w/Blade 1FDPF70 J4VVA28 937	Dump Trucks	24,000	ACV	Y	\$250	Y	\$500
2	1997	Ford	Ranger Pickup 1FTCR10 ASVUC1 5410	Passenger Car/Vans/Pic kups	24,000	ACV	Y	\$250	Y	\$500
3	2000	Oshkosh	P1823 Plow Truck 1OTBFL B3X4S06 6053	Dump Trucks	146,000	ACV	Y	\$250	Y	\$500
4	2004	Ford	Dump Truck w/Blade 1FDWF3 7S04ED4 6121	Dump Trucks	29,500	ACV	Y	\$250	Y	\$500
5	2003	Ford	Ranger Pickup 1FTYR10 D33PA95 957	Passenger Car/Vans/Pic kups	9,300	ACV	Y	\$250	Y	\$500
6	2002	Ford	Ranger Pickup 1FTYR10 D92PA07 704	Passenger Car/Vans/Pic kups	5,200	ACV	Y	\$250	Y	\$500
7	1991	International	4900 w/Plow 1HTSDZ 4NXMH3 25983	Dump Trucks	10,550	ACV	Y	\$250	Y	\$500
8	2012	Dodge	Ram 1500 ST 3C6JD7D T4CG166 616	Passenger Car/Vans/Pic kups	25,800	ACV	Y	\$250	Y	\$500



Schedule of Covered Vehicles

City of West Branch

Effective Date: 07/01/2016

Printed on: 05/31/2016

9	2014 Trailer	Maxey 83" Wide Dump Trailer	5R8D816 20EM029 578	Trailers	7,350	ACV	Y	\$250	Y	\$500
10	2016 Ford	F-550 w/Eqpt.	1FDUF5 HT5GEB 69564	Lt. Med Trucks	71,135	ACV	Y	\$250	Y	\$500
11	2016 Dodge	Ram 1500 Pickup	3C6JR7D T6GG285 808	Passenger Car/Vans/Pickups	25,435	ACV	Y	\$250	Y	\$500

Total Location Vehicle Value: 378,270

99 - 99 - Liability Only, West Branch, IA 52358

Year	Make	Model	VIN	Type	Value	Valuation	Comp	Ded	Coll	Ded
1	2013	Elgin	NP2750S	Road Maintenance	0	LO	N		N	

Total Location Vehicle Value: 0

Total ACV Value: 598,270 **Total RC Value:** 0 **Total SA Value:** 0 **Grand Total Vehicle Value:** 598,270

As of: 07/01/2011



Additional Property Statement of Values

City of West Branch

Effective Date: 07/01/2016

Printed on: 05/31/2016

1 - 1 - 105 S. 2nd St., West Branch, IA 52358

Line Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
1 EDP - Hardware	Unscheduled EDP Hardware (individual item value not to exceed \$10,000 per item)		\$40,000	RC	\$500
2 EDP - Software	Unscheduled EDP Software		\$1,143	RC	\$500
Total Location EDP - Hardware				\$40,000	
Total Location EDP - Software				\$1,143	
Total Location Additional Property Scheduled Value				\$41,143	

2 - 3 - 201 E. Main St., West Branch, IA 52358

Line Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
1 EDP - Hardware	Unscheduled EDP Hardware		\$1,500	RC	\$500
Total Location EDP - Hardware				\$1,500	
Total Location Additional Property Scheduled Value				\$1,500	

9 - 15 - 300 N. Downey St., West Branch, IA 52358

Line Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
1 EDP - Hardware	Savin C9120 Copier		\$4,000	RC	\$500
2 EDP - Hardware	Unscheduled EDP Hardware		\$16,690	RC	\$500
Total Location EDP - Hardware				\$20,690	
Total Location Additional Property Scheduled Value				\$20,690	

10 - 17 - 338 Cookson Dr., West Branch, IA 52358

Line Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
1 Miscellaneous Property Scheduled	2011 John Deere X728 Mower w/54" Deck	1M0X728AEB M061214	\$9,000	RC	\$500
2 EDP - Hardware	Unscheduled EDP Hardware		\$1,300	RC	\$500
3 Miscellaneous Property Scheduled	2012 Dixie Model SEZ760HP Chopper Mower w/60" Deck	12SE2760GN GWP0556	\$9,000	RC	\$500
4 Miscellaneous Property Scheduled	2014 Tarco 10' Leaf Box		\$7,900	RC	\$500
5 Miscellaneous Property Scheduled	2014 Tarco Windy 100 Leaf Vacuum	LIW1924A11 456J02814	\$39,000	RC	\$500
6 Miscellaneous Property Scheduled	2010 John Deere Z925A Mower w/60" Deck	TC925AP012 943	\$9,000	ACV	\$500



Additional Property Statement of Values

City of West Branch

Effective Date: 07/01/2016

Printed on: 05/31/2016

7	Miscellaneous Property Scheduled	2012 Caterpillar 262C2 SA Skid Loader w/Bucket	TMW01362/0 65SSGP0682 37	\$50,000	RC	\$500
8	Miscellaneous Property Scheduled	2003 John Deere 47" 2-Stage Snowblower	M047SBX026 221	\$2,235	ACV	\$500
9	Miscellaneous Property Scheduled	6' Bush Hog 3 Point Mower		\$2,000	ACV	\$500
10	Miscellaneous Property Scheduled	2008 John Deere X720 Mower w/54" Deck	M0X720A031 839	\$8,000	ACV	\$500
11	Miscellaneous Property Scheduled	10' Batwing Pull-Type Mower		\$5,000	ACV	\$500
12	Miscellaneous Property Scheduled	1984 Caterpillar Wheel Loader		\$60,000	ACV	\$500
13	Miscellaneous Property Scheduled	2005 Case IH DX55 Utility Tractor		\$34,000	ACV	\$500
14	Miscellaneous Property Unscheduled	Unscheduled Miscellaneous Property (individual item value not to exceed \$10,000 per item)		\$15,000	RC	\$500
15	Miscellaneous Property Scheduled	2013 Elgin Pelican 3-Wheel 4-Cylinder Mechanical Sweeper	NP2750S	\$165,203	RC	\$500

Total Location EDP - Hardware	\$1,300
Total Location Miscellaneous Property Scheduled	\$400,338
Total Location Miscellaneous Property Unscheduled	\$15,000
Total Location Additional Property Scheduled Value	\$416,638

13 - 22 - 110 N. Poplar St., West Branch, IA 52358

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
1	EDP - Hardware	Lanier MPC4503 Color Copier/Printer Scanner		\$9,070	RC	\$500
2	EDP - Software	Unscheduled EDP Software		\$1,840	RC	\$500
3	EDP - Hardware	Unscheduled EDP Hardware		\$39,987	RC	\$500

Total Location EDP - Hardware	\$49,057
Total Location EDP - Software	\$1,840
Total Location Additional Property Scheduled Value	\$50,897



Additional Property Statement of Values

City of West Branch

Effective Date: 07/01/2016

Printed on: 05/31/2016

Grand Total EDP - Hardware	\$112,547
Grand Total EDP - Software	\$2,983
Grand Total Miscellaneous Property Scheduled	\$400,338
Grand Total Miscellaneous Property Unscheduled	\$15,000
Grand Total Additional Property Scheduled Value	\$530,868



Statement of Values

City of West Branch

Effective Date: 07/01/2016

Printed on: 05/31/2016

Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit	
1 - 1: 105 S. 2nd St. West Branch, IA 52358 Fire Station/Police		1				3	5	Y	N	Y	Y	
	Value										Valuation	Deductible
Building	1,250,592										RC	\$500
Personal Property	300,000										RC	\$500
EDP - Hardware	40,000										RC	\$500
EDP - Software	1,143										RC	\$500
Total Location TIV	1,591,735											
1 - 2: 105 S. 2nd St. West Branch, IA 52358 Fire Station #2		1				1	5	Y	N	Y	Y	
	Value										Valuation	Deductible
Building	41,352										RC	\$500
Total Location TIV	41,352											
2 - 3: 201 E. Main St. West Branch, IA 52358 Town Hall/Community Center		1				2	5	Y	N	Y	Y	
	Value										Valuation	Deductible
Building	907,018										RC	\$500
Personal Property	23,186										RC	\$500
EDP - Hardware	1,500										RC	\$500
Total Location TIV	931,704											
3 - 4: Orange St. West Branch, IA 52358 Water Treatment Plant		1				4	5	Y	N	Y	Y	
	Value										Valuation	Deductible
Building	2,679,084										RC	\$500
Personal Property	276,020										RC	\$500
Total Location TIV	2,955,104											
3 - 5: Orange St. West Branch, IA 52358 Water Tower						3	5	Y	N	Y	Y	
	Value										Valuation	Deductible
Building	747,724										RC	\$500
Total Location TIV	747,724											



Statement of Values

City of West Branch

Effective Date: 07/01/2016

Printed on: 05/31/2016

Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
3 - 6: Orange St. West Branch, IA 52358 Steel Well & Pump						3	5	Y	N	Y	Y
	Value						Valuation				Deductible
Building	143,586						RC				\$500
Total Location TIV	143,586										
3 - 7: Orange St. West Branch, IA 52358 Pump House						2	5	Y	N	N	Y
	Value						Valuation				Deductible
Building	186,745						RC				\$500
Total Location TIV	186,745										
4 - 8: 113 N. 1st St. West Branch, IA 52358 Testing Station						3	5	Y	N	N	Y
	Value						Valuation				Deductible
Building	214,723						RC				\$500
Total Location TIV	214,723										
5 - 9: Sauer Blvd. at 300th St. West Branch, IA 52358 Blower Building						3	5	Y	N	N	Y
	Value						Valuation				Deductible
Building	211,670						RC				\$500
Personal Property	22,081						RC				\$500
Total Location TIV	233,751										
5 - 10: Sauer Blvd. at 300th St. West Branch, IA 52358 Sampler Building						1	5	Y	N	N	Y
	Value						Valuation				Deductible
Building	6,756						RC				\$500
Personal Property	1,082						RC				\$500
Total Location TIV	7,838										
6 - 11: S. Maple St. West Branch, IA 52358 Lift Station, Steel Well, Pumps & Control Panel						1	5	Y	N	N	Y
	Value						Valuation				Deductible
Building	243,517						RC				\$500
Total Location TIV	243,517										



Statement of Values

City of West Branch

Effective Date: 07/01/2016

Printed on: 05/31/2016

Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
7 - 12: 235 S. 2nd St./Beranek Park West Branch, IA 52358 Shelter						1	5	Y	N	N	Y
	Value										
	Building	28,717									
	Total Location TIV	28,717									
			Valuation								
			RC								
							Deductible				
							\$500				
7 - 13: 235 S. 2nd St./Beranek Park West Branch, IA 52358 Bathroom						2	5	Y	N	N	Y
	Value										
	Building	17,230									
	Total Location TIV	17,230									
			Valuation								
			RC								
							Deductible				
							\$500				
8 - 14: Main St. West Branch, IA 52358 Gazebo						1	5	Y	N	N	Y
	Value										
	Building	17,230									
	Total Location TIV	17,230									
			Valuation								
			RC								
							Deductible				
							\$500				
9 - 15: 300 N. Downey St. West Branch, IA 52358 Library		1				1	5	Y	N	N	Y
	Value										
	Building	745,849									
	Personal Property	44,163									
	EDP - Hardware	20,690									
	Total Location TIV	810,702									
			Valuation								
			RC								
							Deductible				
							\$500				
9 - 16: 300 N. Downey St. West Branch, IA 52358 Gazebo						1	5	Y	N	N	Y
	Value										
	Building	17,230									
	Total Location TIV	17,230									
			Valuation								
			RC								
							Deductible				
							\$500				



Statement of Values

City of West Branch

Effective Date: 07/01/2016

Printed on: 05/31/2016

Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
10 - 17: 338 Cookson Dr. West Branch, IA 52358 Public Works		1				3	5	Y	N	N	Y
	Value					Valuation		Deductible			
Building	918,673					RC		\$500			
Personal Property	22,081					RC		\$500			
EDP - Hardware	1,300					RC		\$500			
Miscellaneous Property Scheduled	120,235					ACV		\$500			
Miscellaneous Property Scheduled	280,103					RC		\$500			
Miscellaneous Property Unscheduled	15,000					RC		\$500			
Total Location TIV	1,357,392										
10 - 18: 338 Cookson Dr. West Branch, IA 52358 Salt/Sand Storage Shed						1	5	Y	N	N	Y
	Value					Valuation		Deductible			
Building	22,889					RC		\$500			
Total Location TIV	22,889										
11 - 19: Fawcett Dr. West Branch, IA 52358 Water Tower						3	5	Y	N	N	Y
	Value					Valuation		Deductible			
Building	811,011					RC		\$500			
Personal Property	5,520					RC		\$500			
Total Location TIV	816,531										
12 - 20: N. Maple St. West Branch, IA 52358 Cemetery Storage Building						1	5	Y	N	Y	Y
	Value					Valuation		Deductible			
Building	22,942					RC		\$500			
Total Location TIV	22,942										
12 - 21: N. Maple St. West Branch, IA 52358 Well Pump						3	5	Y	N	N	Y
	Value					Valuation		Deductible			
Building	30,536					RC		\$500			
Total Location TIV	30,536										



Statement of Values

City of West Branch

Effective Date: 07/01/2016

Printed on: 05/31/2016

Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
13 - 22: 110 N. Poplar St. West Branch, IA 52358 City Offices						1	5	Y	N	N	Y
	Value						Valuation				Deductible
Building	276,020						RC				\$500
Personal Property	26,530						RC				\$500
EDP - Hardware	49,057						RC				\$500
EDP - Software	1,840						RC				\$500
Total Location TIV	353,447										
14 - 23: 1805 Baker Ave./Dog Park West Branch, IA 52358 Chain Link Fence				2013		3	5	Y	N	N	Y
	Value						Valuation				Deductible
Building	9,364						RC				\$500
Total Location TIV	9,364										
14 - 24: 1805 Baker Ave./Dog Park West Branch, IA 52358 (2) 3-Sided Shelters	168			2014		1	5	Y	N	N	Y
	Value						Valuation				Deductible
Building	5,202						RC				\$500
Total Location TIV	5,202										
14 - 25: 1805 Baker Ave./Dog Park West Branch, IA 52358 Shed	196			2014		1	5	Y	N	N	Y
	Value						Valuation				Deductible
Building	3,433						RC				\$500
Total Location TIV	3,433										

Iowa Communities Assurance Pool

General Liability Breakout

City of West Branch

Anniversary: 07/01/2016

	Total Contribution	% of Total
Initial Loading	\$6,633.2G	72.21%
Fire Dept.	\$68.38	0.74%
Sewer Dept.	\$277.05	3.02%
Waterworks Dept.	\$1,391.73	15.15%
DPW	\$117.46	1.28%
Parks and Recreation	\$43.59	0.47%
Independent Contractors	\$31.52	0.34%
Secondary Loading		
Fireworks displays	\$89.04	0.97%
Volunteer Firefighters - Basic	\$534.24	5.82%
GL Excess	\$3,287.93	
Total	\$12,474.16	
Public Officials Wrongful Acts	\$1,894.83	
Excess	\$678.03	
Total	\$2,572.86	
Law Enforcement	\$1,632.96	
Excess	\$584.14	
Total	\$2,217.10	
Bond	\$136.00	
Agency Fee	\$8.50	
Crime	\$150.00	

Iowa Communities Assurance Pool

Auto Liability Breakout

City of West Branch

Anniversary: 07/01/2016

Vehicle Type	Total Contribution	# of Vehicles	
Dump Trucks	\$1,394.39	4	\$348.60
Lt. Med Trucks	\$226.02	1	\$226.02
Passenger Car/Vans/Pickups	\$959.71	5	\$191.94
Police	\$1,216.42	4	\$304.10
Road Maintenance	\$76.27	1	\$76.27
Trailers	\$15.00	1	\$15.00
Excess	\$1,394.39		
Total	\$5,211.81		

**Iowa Communities Assurance Pool
Automobile Physical Damage Breakout**

City of West Branch
Anniversary: 07/01/2016

<u>Veh. No.</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Value</u>	<u>Contribution</u>
1	1997	Ford	F70 Dump Truck w/Blade	\$24,000	\$47.31
2	1997	Ford	Ranger Pickup	\$24,000	\$44.18
3	2000	Oshkosh	P1823 Plow Truck	\$146,000	\$287.80
4	2004	Ford	Dump Truck w/Blade	\$29,500	\$58.15
5	2003	Ford	Ranger Pickup	\$9,300	\$17.12
6	2002	Ford	Ranger Pickup	\$5,200	\$9.57
7	1991	International	4900 w/Plow	\$10,550	\$20.80
8	2012	Dodge	Ram 1500 ST	\$25,800	\$47.49
9	2014	Trailer	Maxey 83" Wide Dump Trailer	\$7,350	\$7.16
10	2008	Dodge	1500 Mega Cab w/Eqpt.	\$55,000	\$82.29
11	2013	Ford	Explorer w/Eqpt.	\$55,000	\$82.29
12	2014	Ford	Interceptor AWD w/Eqpt.	\$55,000	\$82.29
22	2015	Dodge	Durango w/Eqpt.	\$55,000	\$84.46
23	2016	Ford	F-550 w/Eqpt.	\$71,135	\$130.93
24	2016	Dodge	Ram 1500 Pickup	\$25,435	\$46.82
TOTALS				\$598,270	\$1,048.66

Iowa Communities Assurance Pool

Property Breakout

City of West Branch

Anniversary: 07/01/2016

<u>Location</u>	<u>Address</u>	<u>Total TIV</u>	<u>Contribution</u>
1-1: 105 S. 2nd St.	105 S. 2nd St. West Branch, IA 52358	\$1,591,735.01	\$1,192.04
1-2: 105 S. 2nd St.	105 S. 2nd St. West Branch, IA 52358	\$41,351.74	\$67.96
2-3: 201 E. Main St.	201 E. Main St. West Branch, IA 52358	\$931,703.60	\$798.52
3-4: Orange St.	Orange St. West Branch, IA 52358	\$2,955,104.10	\$2,141.42
3-5: Orange St.	Orange St. West Branch, IA 52358	\$747,724.04	\$541.84
3-6: Orange St.	Orange St. West Branch, IA 52358	\$143,585.60	\$104.05
3-7: Orange St.	Orange St. West Branch, IA 52358	\$186,744.52	\$159.83
4-8: 113 N. 1st St.	113 N. 1st St. West Branch, IA 52358	\$214,722.95	\$155.60
5-10: Sauer Blvd at 300th St.	Sauer Blvd. at 300th St. West Branch, IA 52358	\$7,838.36	\$12.88
5-9: Sauer Blvd at 300th St.	Sauer Blvd. at 300th St. West Branch, IA 52358	\$233,751.42	\$169.39
6-11: S. Maple St.	S. Maple St. West Branch, IA 52358	\$243,517.06	\$400.20
7-12: 235 S. 2nd St./Beranek Park	235 S. 2nd St./Beranek Park West Branch, IA 52358	\$28,717.12	\$47.19
7-13: 235 S. 2nd St./Beranek Park	235 S. 2nd St./Beranek Park West Branch, IA 52358	\$17,230.06	\$14.75
8-14: Main St.	Main St. West Branch, IA 52358	\$17,230.06	\$28.32
9-15: 300 N. Downey St.	300 N. Downey St. West Branch, IA 52358	\$810,702.23	\$1,330.89
9-16: 300 N. Downey St.	300 N. Downey St. West Branch, IA 52358	\$17,230.06	\$28.32
10-17: 338 Cookson Dr.	338 Cookson Dr. West Branch, IA 52358	\$1,357,392.20	\$1,774.03
10-18: 338 Cookson Dr.	338 Cookson Dr. West Branch, IA 52358	\$22,888.80	\$37.62
11-19: Fawcett Dr.	Fawcett Dr. West Branch, IA 52358	\$816,530.53	\$591.70
12-20: N. Maple St.	N. Maple St. West Branch, IA 52358	\$22,941.86	\$37.70
12-21: N. Maple St.	N. Maple St. West Branch, IA 52358	\$30,535.74	\$22.13
13-22: 110 N. Poplar St.	110 N. Poplar St. West Branch, IA 52358	\$353,447.20	\$583.17
14-23: 1805 Baker Ave./Dog Park	1805 Baker Ave./Dog Park West Branch, IA 52358	\$9,363.60	\$6.79
14-24: 1805 Baker Ave./Dog Park	1805 Baker Ave./Dog Park West Branch, IA 52358	\$5,202.00	\$8.55
14-25: 1805 Baker Ave./Dog Park	1805 Baker Ave./Dog Park West Branch, IA 52358	\$3,433.32	\$5.64
98-98: Various Locations	Various Locations West Branch, IA 52358	\$0.00	\$0.00

99-99: Liability Only

Liability Only
West Branch, IA 52358

\$0.00

\$0.00

Earthquake

\$6,391.50

Property Coverage Extension

\$250.00

TOTALS

\$10,810,623.20

\$16,902.01

RESOLUTION 1491

RESOLUTION APPROVING THOSE CERTAIN AGREEMENTS IN
CONNECTION WITH THE MAIN STREET SIDEWALK IMPROVEMENTS –
PHASE 3 PROJECT

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

WHEREAS, the City of West Branch, in cooperation with affected property owners, has previously completed two Main Street Sidewalk Projects on the south side of Main Street between Parkside Drive and Poplar Street;

WHEREAS, the City Council of the City of West Branch, is now interested in performing sidewalk repairs along the eastern side of the 100 block of N. Downey Street, called the Main Street Sidewalk Improvements – Phase 3 Project (the “Project”); and

WHEREAS, the City has bid and intends to complete the Project in July of 2016; and

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

101 North Downey Street
103 North Downey Street
105 North Downey Street
107-111 North Downey Street
113-135 North Downey Street
(the “Owners”); and

WHEREAS, the City will utilize funds from Fund 160 – the Revolving Loan Fund; and

WHEREAS, the Owners will pay the City a portion of the assessment for each property on July 31st of 2017 and 2018; and

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

WHEREAS, City staff and elected officials have discussed the proposed project with representatives of the property owners whose property would be impacted as a result of the construction of the Main Street Sidewalk Improvements – Phase 3 Project; and

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

WHEREAS, the property owners have signed said agreements; and

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

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

Passed and approved this 27th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

ASSESSMENT AGREEMENT

THIS AGREEMENT entered into by and between the **City of West Branch**, 110 Poplar Street, West Branch, Iowa, 52358; hereinafter referred to as “CITY”; and **Brooke Ventures, LLC**, an Iowa limited liability company, P.O. Box 822, West Branch, Iowa 52358, hereinafter referred to as “OWNER.”

WHEREAS, the OWNER’s property located at 107 and 111 N. Downey Street in CITY is legally described as shown on Exhibit “A” attached hereto (collectively the “Property”); and

WHEREAS, the improvements, referred to as the “Main Street Sidewalk Improvements Project – Phase 3,” will consist of the reconstruction of sidewalk on Main Street (the “Improvements”); and

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

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

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

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

Special Assessment

The OWNER and CITY expressly agree that the OWNER will be assessed its share of the assessable costs, said assessable costs as agreed among the parties is as follows:

- | | |
|-------------------------|------------|
| a. 107 N. Downey Street | \$3,058.00 |
| b. 111 N. Downey Street | \$8,477.50 |

THE OWNER AGREES to pay said special assessments at the time and amounts listed as follows:

- | | |
|--------------------------------|------------|
| a. No later than July 31, 2017 | \$5,767.75 |
|--------------------------------|------------|

b. No later than July 31, 2018

\$5,767.75

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

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

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

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

Dated this ____ day of _____, 2016.

APPROVED AND AGREED:

OWNER:

CITY:

By: 
Scott A. Brooke M/M
Print name and title Brooke Ventures LLC

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger Laughlin and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Coralville, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Roger Laughlin and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public, State of Iowa
My Commission Expires:

STATE OF IOWA, CEDAR COUNTY, ss:

This instrument was acknowledged before me on this 21ST day of June,
2016, by Scott A. Brooke as Manager of Brooke Ventures, LLC.



Notary Public for the State of Iowa

My commission expires: 1.12.17



EXHIBIT "A"

The north 107.50 feet of the west half of Lot 2, Block 34, West Branch, Cedar County, Iowa, except the north 9 feet thereof and excepting rights reserved to the Modern Woodmen of America Lodge No. 2869, Burr Oak Camp, for the perpetual use of a stairway leading to the Opera Hall located on the second story of the building formerly deeded to said Lodge, and the north 27 feet of the east 132 feet of Lot 2, Block 34, West Branch, Cedar County, Iowa, except the north 9 feet thereof.

ASSESSMENT AGREEMENT

THIS AGREEMENT entered into by and between the **City of West Branch**, 110 Poplar Street, West Branch, Iowa, 52358; hereinafter referred to as “CITY”; and **Downtown Condominiums Homeowner’s Association** an Iowa corporation, 202 Ridge View Drive, West Branch, Iowa 52241, hereinafter referred to as “OWNER.”

WHEREAS, the OWNER’s property located at 113-_____ N. Downey Street in CITY is legally described as shown on Exhibit “A” attached hereto (the “Property”); and

WHEREAS, the improvements, referred to as the “Main Street Sidewalk Improvements Project – Phase 3,” will consist of the reconstruction of sidewalk on Main Street (the “Improvements”); and

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

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

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

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

Special Assessment

The OWNER and CITY expressly agree that the OWNER will be assessed its share of the assessable costs, said assessable costs as agreed among the parties is **\$2,492.50**. The OWNER agrees to make payments to the CITY as follows:

- | | |
|--------------------------------|------------|
| a. No later than July 31, 2017 | \$1,246.25 |
| b. No later than July 31, 2018 | \$1,246.25 |

In consideration of the construction of said Improvements, the undersigned OWNER hereby waives the public hearing on the adoption of the Resolution of Necessity and the mailing and publication of notice thereof, and all other legal formalities of whatsoever kind or character

required by the laws of Iowa to be observed by cities in the construction of said Improvements where the expense of such improvements is to be assessed against private property. The undersigned OWNER hereby expressly waives each and every question of jurisdiction, the intention of the OWNER being to authorize and direct said CITY to construct the Improvements without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa, said provisions being located in Sections 384.37 through 384.79 of the Code of Iowa.

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

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

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

Dated this ____ day of _____, 2016.

APPROVED AND AGREED:

OWNER:

CITY:

By: _____

Roger Laughlin, Mayor

Print name and title

ATTEST:

Matt Muckler, City Administrator/Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger Laughlin and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Coralville, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Roger Laughlin and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public, State of Iowa
My Commission Expires:

STATE OF IOWA, CEDAR COUNTY, ss:

This instrument was acknowledged before me on this ____ day of _____, 2016, by _____ as _____ of the Downtown Condominiums Homeowner's Association.

Notary Public for the State of Iowa
My commission expires:_____

EXHIBIT "A"

Commencing at the SW corner of Block 34 in the town of West Branch, Cedar County, Iowa; thence running east on the north line of Main Street 90 feet; thence north 25 feet; thence west 90 feet; thence south 25 feet to the place of beginning.

ASSESSMENT AGREEMENT

THIS AGREEMENT entered into by and between the **City of West Branch**, 110 Poplar Street, West Branch, Iowa, 52358; hereinafter referred to as “CITY”; and **105 N. Downey Residential Cooperative, Inc.**, 564 Oliphant Street, West Branch, Iowa 52358, hereinafter referred to as “OWNER.”

WHEREAS, the OWNER’s property located at 105 N. Downey Street in CITY is legally described as shown on Exhibit “A” attached hereto (collectively the “Property”); and

WHEREAS, the improvements, referred to as the “Main Street Sidewalk Improvements Project – Phase 3,” will consist of the reconstruction of sidewalk on Main Street (the “Improvements”); and

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

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

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

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

Special Assessment

The OWNER and CITY expressly agree that the OWNER will be assessed its share of the assessable costs, said assessable costs as agreed among the parties is **\$3,985.00**. THE OWNER AGREES to pay said special assessments at the time and amounts listed as follows:

- | | |
|--------------------------------|------------|
| a. No later than July 31, 2017 | \$1,992.50 |
| b. No later than July 31, 2018 | \$1,992.50 |

In consideration of the construction of said Improvements, the undersigned OWNER hereby waives the public hearing on the adoption of the Resolution of Necessity and the mailing and publication of notice thereof, and all other legal formalities of whatsoever kind or character

required by the laws of Iowa to be observed by cities in the construction of said Improvements where the expense of such improvements is to be assessed against private property. The undersigned OWNER hereby expressly waives each and every question of jurisdiction, the intention of the OWNER being to authorize and direct said CITY to construct the Improvements without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa, said provisions being located in Sections 384.37 through 384.79 of the Code of Iowa.

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

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

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

The CITY also expressly agrees to allow front-door access to the Property at all times during the duration of the Project, excepting therefrom the actual time that the CITY's contractor is removing, forming and pouring the concrete.

Dated this ____ day of _____, 2016.

APPROVED AND AGREED:

OWNER:

CITY:

By: _____

Roger Laughlin, Mayor

Print name and title

ATTEST:

Matt Muckler, City Administrator/Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger Laughlin and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Coralville, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Roger Laughlin and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public, State of Iowa
My Commission Expires:

STATE OF IOWA, CEDAR COUNTY, ss:

This instrument was acknowledged before me on this ____ day of _____, 2016, by _____ as _____ of 105 N. Downey Residential Cooperative, Inc.

Notary Public for the State of Iowa
My commission expires:_____

EXHIBIT "A"

Beginning at a point 3 inches north of the SW corner of Lot 2, Block 34, West Branch, Cedar County, Iowa; thence running east 69.25 feet; thence south 3 inches; thence east 20.75 feet; thence north 41 feet; thence west 90 feet; thence south to the point of beginning.

ASSESSMENT AGREEMENT

THIS AGREEMENT entered into by and between the **City of West Branch**, 110 Poplar Street, West Branch, Iowa, 52358; hereinafter referred to as "CITY"; and **T & J Sexton Enterprises, LLC**, an Iowa limited liability company, 192 Hilltop Drive, West Branch, Iowa 52358, hereinafter referred to as "OWNER."

WHEREAS, the OWNER's property located at 103 N. Downey Street in CITY is legally described as shown on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the improvements, referred to as the "Main Street Sidewalk Improvements Project – Phase 3," will consist of the reconstruction of sidewalk on Main Street (the "Improvements"); and

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

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

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

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

Special Assessment

The OWNER and CITY expressly agree that the OWNER will be assessed its share of the assessable costs, said assessable costs as agreed among the parties is **\$3,542.50**. The OWNER agrees to make payments to the CITY as follows:

- | | |
|--------------------------------|------------|
| a. No later than July 31, 2017 | \$1,771.25 |
| b. No later than July 31, 2018 | \$1,771.25 |

In consideration of the construction of said Improvements, the undersigned OWNER hereby waives the public hearing on the adoption of the Resolution of Necessity and the mailing and publication of notice thereof, and all other legal formalities of whatsoever kind or character

required by the laws of Iowa to be observed by cities in the construction of said Improvements where the expense of such improvements is to be assessed against private property. The undersigned OWNER hereby expressly waives each and every question of jurisdiction, the intention of the OWNER being to authorize and direct said CITY to construct the Improvements without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa, said provisions being located in Sections 384.37 through 384.79 of the Code of Iowa.

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

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

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

Dated this 24 day of JUNE, 2016.

APPROVED AND AGREED:

OWNER:

CITY:

By:

Jerry Sexton
JERRY SEXTON OWNER
Print name and title

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger Laughlin and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Coralville, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Roger Laughlin and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public, State of Iowa
My Commission Expires:

STATE OF IOWA, CEDAR COUNTY, ss:

This instrument was acknowledged before me on this 24th day of June, 2016, by Jerry Sexton as Manager of T&J Sexton Enterprises, LLC.

Leslie Brick

Notary Public for the State of Iowa
My commission expires: 12/19/17

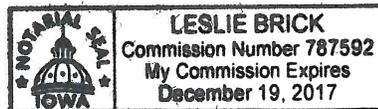


EXHIBIT "A"

Commencing 3 inches north of Lot 2, Block 34, West Branch, Cedar County, Iowa; thence east 69.25 feet; thence south 24.75 feet; thence west 69.25 feet; thence north 24.75 feet to the point of beginning.

AND

Commencing at a point 90 feet east and 25 feet north of the southwest corner of Block 34, West Branch, Cedar County, Iowa; thence running north 24.50 feet to the south line of Lot 2, said Block 34; thence west 20.75 feet; thence south 24.25 feet; thence east 20.75 feet to the place of beginning. Said parcel also being described as the east 20.75 feet of Lot A in Block 34, in the town of West Branch, Cedar County, Iowa.

ASSESSMENT AGREEMENT

THIS AGREEMENT entered into by and between the **City of West Branch**, 110 Poplar Street, West Branch, Iowa, 52358; hereinafter referred to as "CITY"; and **Springdale Agency, Inc. of American Mutual Insurance Association of Scott County**, an Iowa corporation, 151 N. 4th Avenue, Eldridge, Iowa 52748, hereinafter referred to as "OWNER."

WHEREAS, the OWNER's property located at 101 N. Downey Street in CITY is legally described as shown on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the improvements, referred to as the "Main Street Sidewalk Improvements Project – Phase 3," will consist of the reconstruction of sidewalk on Main Street (the "Improvements"); and

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

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

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

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

Special Assessment

The OWNER and CITY expressly agree that the OWNER will be assessed its share of the assessable costs, said assessable costs as agreed among the parties is **\$4,540.00**. The OWNER agrees to make payments to the CITY as follows:

- | | |
|--------------------------------|------------|
| a. No later than July 31, 2017 | \$2,270.00 |
| b. No later than July 31, 2018 | \$2,270.00 |

In consideration of the construction of said Improvements, the undersigned OWNER hereby waives the public hearing on the adoption of the Resolution of Necessity and the mailing and publication of notice thereof, and all other legal formalities of whatsoever kind or character

required by the laws of Iowa to be observed by cities in the construction of said Improvements where the expense of such improvements is to be assessed against private property. The undersigned OWNER hereby expressly waives each and every question of jurisdiction, the intention of the OWNER being to authorize and direct said CITY to construct the Improvements without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa, said provisions being located in Sections 384.37 through 384.79 of the Code of Iowa.

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

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

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

The CITY also agrees to repair any damage to the OWNER's basement which are caused by this Project. OWNER agrees to allow the CITY to enter the OWNER's basement for inspection prior to commencing the Project to document the condition of the basement prior to the Project.

The CITY also expressly agrees to allow front-door access to the Property at all times during the duration of the Project, excepting therefrom the actual time that the CITY's contractor is forming and pouring the concrete and cure time for the concrete.

Dated this ____ day of _____, 2016.

APPROVED AND AGREED:

OWNER:

CITY:

By: Randal C. Wehrman
Randal C. Wehrman, Pres/CEO
Print name and title

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger Laughlin and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Coralville, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Roger Laughlin and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public, State of Iowa
My Commission Expires:

STATE OF IOWA, _____ COUNTY, ss:

This instrument was acknowledged before me on this _____ day of _____, 2016, by _____ as _____ of Springdale Agency, Inc. of American Mutual Insurance Association of Scott County.

Notary Public for the State of Iowa
My commission expires: _____

EXHIBIT "A"

Commencing at the SW corner of Block 34 in the town of West Branch, Cedar County, Iowa; thence running east on the north line of Main Street 90 feet; thence north 25 feet; thence west 90 feet; thence south 25 feet to the place of beginning.

RESOLUTION NO. 1492

RESOLUTION APPROVING A VARIANCE FOR STREET GRADES IN LYNCH HEIGHTS
SUBDIVISION.

WHEREAS, Lynch's Plumbing, Inc., is the owner of that certain parcel of real estate generally referred to as Lynch Heights Subdivision; and

WHEREAS, Lynch's Plumbing, Inc. has submitted a preliminary plat for Lynch Heights Subdivision, West Branch, Iowa; and

WHEREAS, in accordance with the City's subdivision regulations, street grades, whenever feasible, shall not exceed five percent (5%), with due allowance for reasonable vertical curves; and

WHEREAS, the City's subdivision regulations also state that in the case of a particular proposed subdivision, it can be shown that strict compliance with the requirements of this chapter would result in extraordinary hardship to the subdivider, because of unusual topography or other conditions, the Council may vary, modify or waive the requirements so that substantial justice may be done and the public interest secured, provided, however, such variance, modification or waiver will not have the effect of nullifying the intent and purpose of this chapter. In no case shall any variance or modification be more than minimum easing of the requirements, and in no instance shall it be in conflict with any zoning ordinance and such variances and waivers may be granted only by the affirmative vote of three-fourths (3/4) of the members of the Council, and must conform to Zoning Ordinance and State Code regarding granting of variances by the Board of Adjustment; and

WHEREAS, Lynch's Plumbing, Inc. is requesting a variance for a street grade of 9.7% on Ohrt Street; and

WHEREAS, it is now necessary for the City Council to formally approve said variance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the aforementioned variance be and the same is hereby approved.

Passed and approved this 27th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1493

RESOLUTION APPROVING A SUBDIVIDER'S AGREEMENT WITH LYNCH'S PLUMBING, INC., IN CONNECTION WITH THE LYNCH HEIGHTS SUBDIVISION, WEST BRANCH, IOWA.

WHEREAS, Lynch's Plumbing, Inc., is the owner of that certain parcel of real estate generally referred to as the Lynch Heights Subdivision; and

WHEREAS, Lynch's Plumbing, Inc. has submitted a preliminary plat for the Lynch Heights Subdivision, West Branch, Iowa; and

WHEREAS, in accordance with the City's subdivision regulations, Lynch's Plumbing, Inc., as part of plat approval, will need to construct certain municipal improvements, namely streets, sidewalks, storm sewer, water and sanitary sewer improvements; and

WHEREAS, the City Attorney has drafted a Subdivider's Agreement which outlines the responsibilities of Lynch's Plumbing, Inc. with respect to said Lynch Heights Subdivision; and

WHEREAS, it is now necessary for the City Council to formally approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the aforementioned Subdivider's Agreement be and the same is hereby approved. Further, the Mayor and City Clerk are authorized to execute said Subdivider's Agreement on behalf of the City. Further, the City Clerk shall record said Subdivider's Agreement, along with the required documents outlined in Chapter 354 of the Code of Iowa when the final plat of the Lynch Heights Subdivision has been formally approved.

Passed and approved this 27th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

CITY OF WEST BRANCH, IOWA/SUBDIVIDER'S AGREEMENT

LYNCH HEIGHTS SUBDIVISION

This Agreement is made by and between Lynch's Plumbing, Inc., an Iowa corporation, hereinafter referred to as the "Subdivider", and the City of West Branch, Iowa, a Municipal corporation, hereinafter referred to as the "City".

WITNESSETH

SECTION 1. MUNICIPAL IMPROVEMENTS; CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS.

In consideration of the city approving the plat and subdivision of real estate known and designated as Lynch Heights Subdivision, West Branch, Iowa, prior to Subdivider's installation and construction of the required municipal improvements, Subdivider shall make escrow provisions as provided herein. Municipal improvements shall include a 31-foot PCC street known as Ohrt Street, sanitary sewers, water mains, storm sewers, sump-pump lines, fire hydrants with appropriate STORZ connections as approved by the Fire Chief and a storm water infiltration structures. Said municipal improvements shall be constructed and installed in accordance with construction plans and specifications approved by the City Engineer of the City who shall have the right to make or authorize occasional inspections of the work in progress. Said inspections shall not relieve or release the Subdivider from the responsibility to construct the municipal improvements in accordance with the approved plans and specifications.

SECTION 2. SIDEWALKS.

The Subdivider agrees that no later than three (3) years from the date of the City's Resolution approving the Final Plat of Lynch Heights Subdivision, West Branch, Iowa, or upon seventy-five percent (75%) of the development of the lots therein, whichever occurs first, to install sidewalks abutting each lot which shall be at least five (5) feet wide and constructed according to the plans and specifications as approved by the City Engineer. The escrow provision need not include the sidewalk installation, however, the same shall remain a lien against each lot until accepted and released by the City.

SECTION 3. ESCROW MONIES

The Subdivider shall deposit with the City Clerk in escrow an amount equal to the estimated cost of constructing the municipal improvements plus 10% thereof as determined by the City Engineer and said deposit shall be referred to as "Municipal Improvements Escrow". The escrow deposit shall be in the form of cash, bank check that will be cashed, bond or irrevocable letter of credit, all as approved by the City Attorney.

{00259418.DOC}

SECTION 4. USE OF ESCROW MONIES

If, after one year from the date of the City's resolution approving the preliminary plat of the subdivision, the municipal improvements have not been constructed and installed for the subdivision, then City may use and/or make demand upon the municipal improvements escrow to construct and install said municipal improvements. The City shall release any bond or letter of credit or refund to the Subdivider any portions of or any excess escrow monies not used by the City after construction, installation and acceptance of all of the municipal improvements. Any cash or check held in escrow shall be released as needed for payment of the costs of the improvements.

In addition, the City may make use of any of the proceeds of the security provided by Subdivider in order to enforce the erosion control requirements pursuant to Section 170.15(15) of the West Branch Code of Ordinances.

SECTION 5. WAIVER

In the event the Subdivider shall sell or convey or make application for a building permit on any lot or lots in the subdivision without having first constructed and installed all the municipal improvements for the subdivision, then the City shall have the right to proceed therewith as provided in Section 3 above.

SECTION 6. LIEN

The costs of the construction and installation of the municipal improvements shall be a lien and charged against all lots in said subdivision and need not meet the requirements of notice, benefit or value as provided for by the Code of Iowa for assessing said municipal improvements which may exceed the municipal improvements escrow.

SECTION 7. RELEASE

The City agrees that when all municipal improvements have been constructed and installed for the subdivision, to the satisfaction of the City and upon acceptance by resolution, to furnish the Subdivider a good and sufficient Release for filing in the office of the County Recorder so that this Agreement will not constitute a cloud upon the title.

SECTION 8. PUBLIC SERVICES.

Subdivider agrees that public services including, street maintenance, snow plowing, water and sanitary sewer service, will not be provided in said subdivision until the municipal improvements have been constructed, installed and accepted by the City.

SECTION 9. STORM WATER RAIN GARDEN/OUTLOT A.

The Subdivider shall install a rain garden on Outlot A in strict compliance with the Iowa Stormwater Management Manual after said plans have been approved by the City Engineer. In addition, the Subdivider shall provide a public access to Outlot A. After installation and acceptance of the rain garden and the public access by the City Engineer, the Subdivider shall convey Outlot A to the City.

SECTION 10. PAVED ACCESSES TO 829 W MAIN STREET.

The Subdivider shall pave both accesses from Ohrt street (cul-de-sac) to the home located on Lot 1 (829 W. Main Street).

SECTION 11. PAYMENT OF SANITARY SEWER CONNECTION FEE.

Prior to the approval of the final plat of the Lynch Heights Subdivision, the Subdivider shall pay to the City the sum of \$3,000.00 as payment of the Sanitary Sewer Connection Fee District.

SECTION 12. STORM WATER EROSION CONTROL AND TOPSOIL REQUIREMENTS.

Subdivider or its assigns or successors in interest shall be responsible for the maintenance of appropriate erosion control measures during construction of the infrastructure and during building of any structures in the Subdivision. In addition, the Subdivider shall be responsible for the placement of 4-inches of topsoil or allowed substitute upon each lot after the structures have been constructed prior to the issuance of any occupancy permit for said structure.

SECTION 13. ASSIGNS AND SUCCESSORS

This agreement shall be binding upon the parties, their assigns or successors in interest and it is understood that the City, at its option, may contract for the construction and installation of the municipal improvements as provided above.

Dated this ____ day of _____, 2016.

Lynch's Plumbing, Inc.:

City of West Branch:

By: _____

Roger Laughlin, Mayor

Print name and title

ATTEST:

Matt Muckler, City Administrator/Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger Laughlin and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Roger Laughlin and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

A Notary Public in and for the
State of Iowa

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on the ____ day of _____, 2016, by _____ as President of Lynch's Plumbing, Inc.

Notary Public

RESOLUTION NO. 1494

A RESOLUTION APPROVING THE PRELIMINARY PLAT OF LYNCH HEIGHTS
SUBDIVISION, A SUBDIVISION TO WEST BRANCH, IA

WHEREAS the owner, Lynch's Plumbing, Inc, has filed with the City Clerk of the City of West Branch, Iowa, a preliminary plat of the following described real estate situated within the corporate limits of the City of West Branch, Cedar County, Iowa, to-wit:

LOT 1 AND LOT 2 OF LOT "A," WEST BRANCH, CEDAR COUNTY, IOWA, IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK G, AT PAGE 223, IN THE RECORDS OF THE CEDAR COUNTY RECORDER'S OFFICE, CONTAINING 7.13 ACRES, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD; and

WHEREAS, said property is owned by the above-named owner; and

WHEREAS, the Plat has been examined by the Planning and Zoning Commission of the City of West Branch, Iowa, which recommended that such plat be accepted and approved; and

WHEREAS, the City Council of the City of West Branch, Iowa, finds that said plat complies with the statutes of the State of Iowa and the Ordinances for the City of West Branch, Iowa, relative to plats, additions and subdivisions within the corporate limits of the City of West Branch, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Branch, Iowa, that said preliminary plat and subdivision located on the above-described property be and the same is hereby approved.

Passed, approved and adopted this 27th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

GRADING CONCEPT AND EROSION CONTROL PLAN

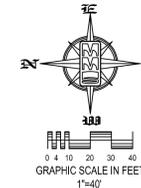
LYNCH HEIGHTS

WEST BRANCH, IOWA

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

OWNER/APPLICANT:
LYNCH PLUMBING, INC.
829 W. MAIN STREET
TIPTON, IA 52772

APPLICANT'S ATTORNEY:
STEVEN C. ANDERSON
568 HIGHWAY 1 WEST
IOWA CITY, IA 52246

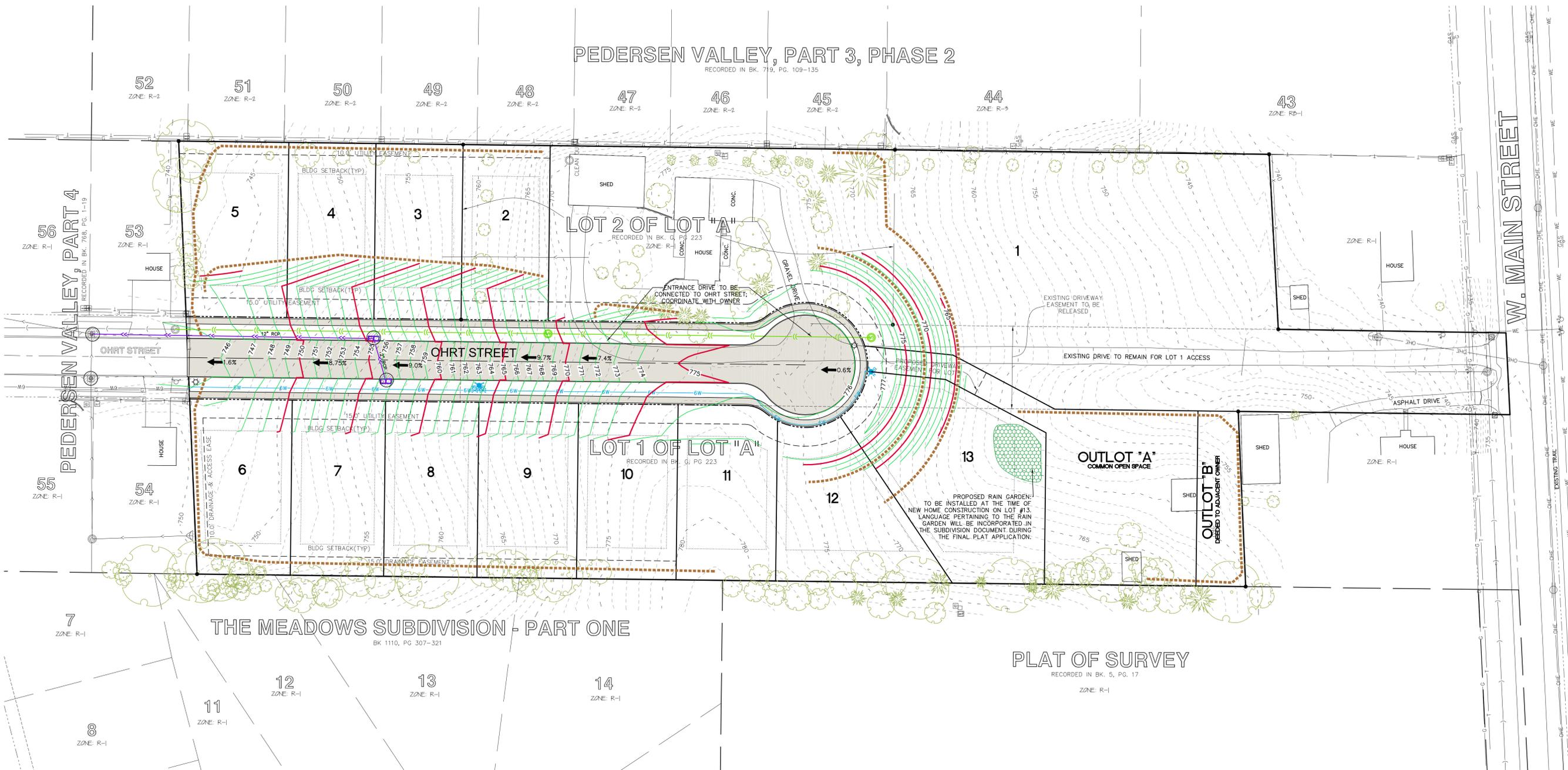


STANDARD LEGEND AND NOTES	
	PROPERTY &/OR BOUNDARY LINES
	CONGRESSIONAL SECTION LINES
	RIGHT-OF-WAY LINES
	EXISTING RIGHT-OF-WAY LINES
	CENTER LINES
	EXISTING CENTER LINES
	LOT LINES, INTERVAL
	LOT LINES, PLATTED OR BY DEED
	PROPOSED EASEMENT LINES
	EXISTING EASEMENT LINES
	BENCHMARK
	RECORDED DIMENSIONS
	CURVE SEGMENT NUMBER
	-EXIST- POWER POLE W/DROP
	-EXIST- POWER POLE W/TRANS
	-EXIST- POWER POLE W/LIGHT
	-EXIST- GUY POLE
	-EXIST- LIGHT POLE
	-EXIST- SANITARY MANHOLE
	-EXIST- FIRE HYDRANT
	-EXIST- WATER VALVE
	-EXIST- DRAINAGE MANHOLE
	-EXIST- CURB INLET
	-EXIST- FENCE LINE
	-EXIST- EXISTING SANITARY SEWER
	-EXIST- EXISTING STORM SEWER
	-PROP- PROPOSED SANITARY SEWER
	-PROP- PROPOSED STORM SEWER
	WATER LINES
	ELECTRICAL LINES
	TELEPHONE LINES
	GAS LINES
	CONTOUR LINES (1' INTERVAL)
	PROPOSED GROUND
	EXISTING TREE LINE
	EXISTING DECIDUOUS TREE & SHRUB
	EXISTING EVERGREEN TREES & SHRUBS



EROSION CONTROL LEGEND	
	SILT FENCE/FILTER SOCK
	TEMPORARY ROCK CONSTRUCTION ENTRANCE/EXIT
	TEMPORARY PARKING AND STORAGE
	CONCRETE TRUCK/EQUIPMENT WASHOUT
	PORTABLE RESTROOM
	DOCUMENT LOCATION (PERMITS, SWPPP, INSPECTION FORMS, ETC.)
	FILTER SOCK INLET PROTECTION
	FILTER SOCK BEHIND CURB AT CURB RAMP
	PERIMETER SILT FENCE
	TEMPORARY SOIL STOCKPILE AREA
	DIRECTION OF OVERLAND FLOW
	DUMPSTER FOR CONSTRUCTION WASTE
	RIP RAP OUTLET PROTECTION
	OTHER MEASURE: 01
	OTHER MEASURE: 02
	OTHER MEASURE: 03

THE ABOVE LISTED ITEMS ARE SHOWN IN THEIR RECOMMENDED LOCATIONS. IF A CONTROL MEASURE IS ADDED OR MOVED TO A MORE SUITABLE LOCATION, INDICATE THE REVISION ON THIS SHEET. THE SPACES LEFT FOR OTHER MEASURES SHOULD BE USED IF AN ITEM NOT SHOWN ABOVE IS IMPLEMENTED ON SITE. ADDITIONAL PRACTICES FOR EROSION PREVENTION AND SEDIMENT CONTROL CAN BE FOUND IN APPENDIX D OF THE SWPPP.



7.13 ACRES



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
02-17-16	PER CITY ENGINEER REVIEW -JDM
05/24/16	REVISED CONCEPT PER CLIENT -JDM
06-10-16	PER CITY ENGINEER COMMENTS -JDM

GRADING CONCEPT
AND EROSION
CONTROL PLAN

LYNCH
HEIGHTS

WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	01-15-16
Designed by:	GDM
Field Book No.:	1129
Drawn by:	JDM
Scale:	1"=40'
Checked by:	GDM
Sheet No.:	1
Project No.:	9707001
IOWA CITY	
9707001	



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
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02-17-16	PER CITY ENGINEER REVIEW -JDM
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PRELIMINARY
PLAT

LYNCH HEIGHTS

WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	01-15-16
Designed by:	GDM Field Book No: 1129
Drawn by:	JDM Scale: 1"=40'
Checked by:	GDM Sheet No: 1
Project No:	IOWA CITY 9707001

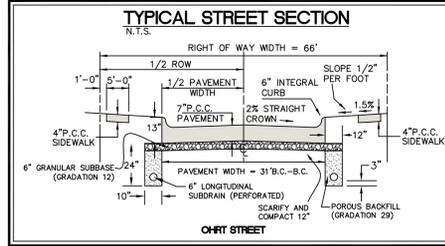
PRELIMINARY PLAT LYNCH HEIGHTS WEST BRANCH, IOWA

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

OWNER/APPLICANT:
LYNCH PLUMBING, INC.
829 W. MAIN STREET
TIPTON, IA 52772

APPLICANT'S ATTORNEY:
STEVEN C. ANDERSON
568 HIGHWAY 1 WEST
IOWA CITY, IA 52246

LEGAL DESCRIPTION
LOT 1 AND LOT 2 OF LOT "A", WEST BRANCH, CEDAR COUNTY, IOWA, IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK G, AT PAGE 223, IN THE RECORDS OF THE CEDAR COUNTY RECORDER'S OFFICE, CONTAINING 7.13 ACRES, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



DEVELOPMENT CHARACTERISTICS

PROPOSED ZONING IS R-2 RESIDENTIAL FOR LOTS 2 THROUGH 13 AND EXISTING ZONING OF R-1 RESIDENTIAL FOR LOT 1

LOT 1
R-1 RESIDENTIAL

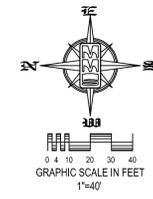
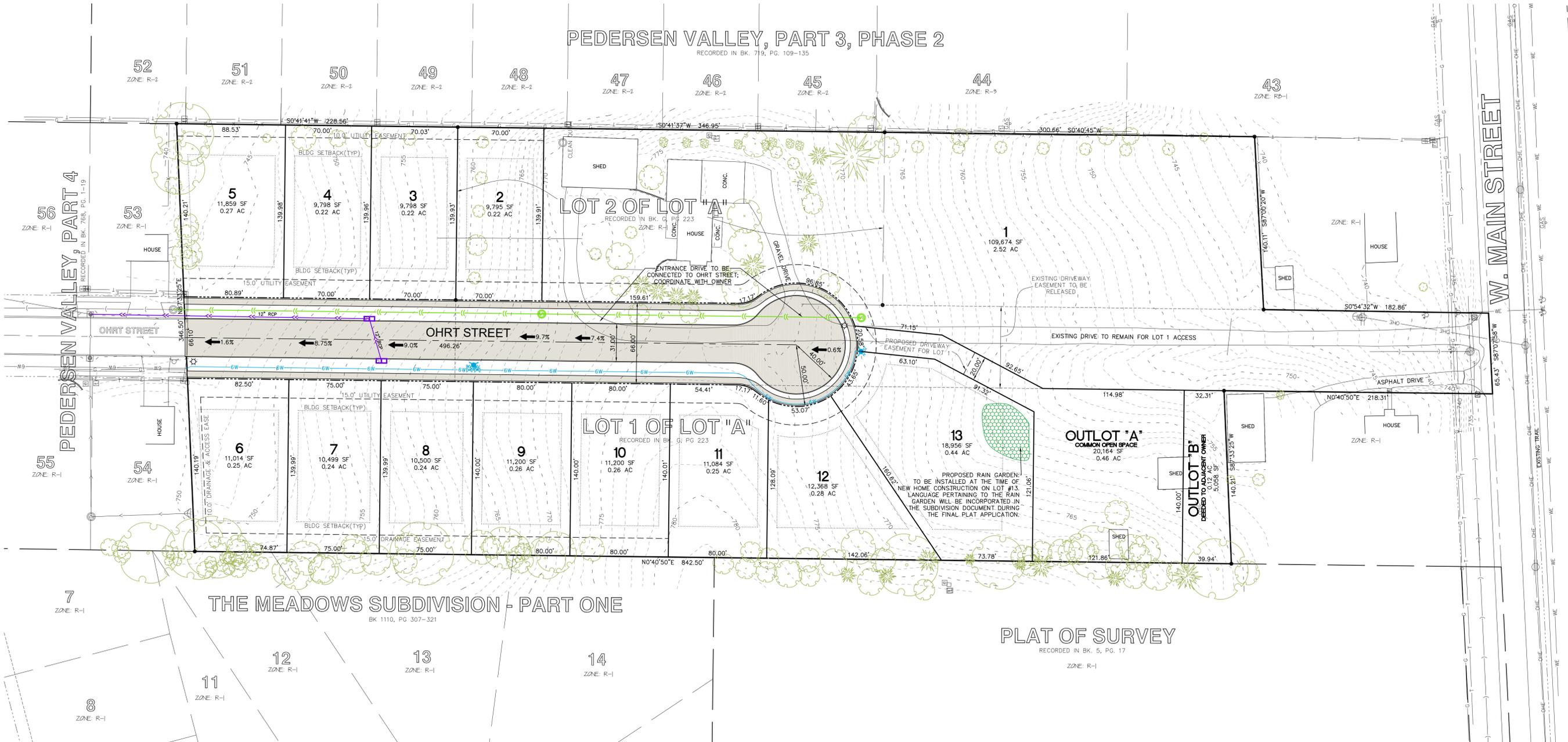
R-1 RESIDENTIAL REQUIREMENTS	
MINIMUM LOT AREA(SINGLE FAMILY)	7,700 SF
MINIMUM SETBACK FRONTAGE(SINGLE FAMILY)	70 FEET
FRONT YARD SETBACK	25 FEET
SIDE YARD SETBACK	8 FEET
REAR YARD SETBACK	25 FEET

LOTS 2 THROUGH 13
R-2 RESIDENTIAL

R-2 RESIDENTIAL REQUIREMENTS	
MINIMUM LOT AREA(SINGLE FAMILY)	6,000 SF
MINIMUM LOT AREA(TWO FAMILY)	8,400 SF
MINIMUM SETBACK FRONTAGE(SINGLE FAMILY)	60 FEET
MINIMUM SETBACK FRONTAGE(TWO FAMILY)	70 FEET
FRONT YARD SETBACK	25 FEET
SIDE YARD SETBACK	8 FEET
REAR YARD SETBACK	25 FEET

REQUESTED VARIANCES

1. VARIANCE REQUESTED FOR MAXIMUM ALLOWED STREET GRADE OF 9.7%



STANDARD LEGEND AND NOTES

---	PROPERTY &/or BOUNDARY LINES
---	CONGRESSIONAL SECTION LINES
---	RIGHT-OF-WAY LINES
---	EXISTING RIGHT-OF-WAY LINES
---	CENTER LINES
---	EXISTING CENTER LINES
---	LOT LINES, INTERNAL
---	LOT LINES, PLATTED OR BY DEED
---	PROPOSED EASEMENT LINES
---	EXISTING EASEMENT LINES
---	BENCHMARK
---	RECORDED DIMENSIONS
---	CURVE SEGMENT NUMBER
---	EXISTING TREE LINE
---	EXISTING DECIDUOUS TREE & SHRUB
---	EXISTING EVERGREEN TREES & SHRUBS

THE ACTUAL SIZE AND LOCATION OF ALL PROPOSED FACILITIES SHALL BE VERIFIED WITH CONSTRUCTION DOCUMENTS, WHICH ARE TO BE PREPARED AND SUBMITTED SUBSEQUENT TO THE APPROVAL OF THIS DOCUMENT.



June 10, 2016

Mr. Matt Muckler, City Administrator
City of West Branch
PO Box 218
West Branch, IA 52358

Re: Preliminary Plat for Lynch Heights, West Branch, Iowa

Dear Mr. Muckler:

We have resubmitted the Preliminary Plat for Lynch Heights to you this morning by e-mail. I am preparing this response letter to the Preliminary Plat Checklist provided by Dave Schechinger.

I will address each of the items that were unchecked or checked "No" with this letter as follows:

6. Proposed layout of lots, showing numbers, approximate dimensions and the square foot areas of lots that are not rectangular.
The double labels on Lots 6-12 have been corrected and the lots have been adjusted to fit the land according.
9. Present and proposed easements, showing locations, widths, purposes and limitations..
The existing driveway easement has been eliminated on Lot 1. A new easement has been added on the northerly end of Outlot "A" to allow Lot 1 to connect from the culdesac to the existing drive.
14. A general summary description of any protective covenants or private restrictions to be incorporated in the final plat.
Protective covenants are being prepared and will be available for recording with the final plat.
18. Identification of areas prone to erosion and, by separate document attached to the preliminary plat, a grading plan to explain the methods that will be used to control erosion pursuant to the requirements of this chapter. (See Section 170.15(15))
A grading and erosion control plan accompanies the preliminary plat and was attached.



19. Identification of proposed Stormwater Best Management Practices and systems to collect, convey, detain, and discharge stormwater in a safe manner consistent with all City, State, and Federal laws and regulations.

Stormwater for this subdivision will be conveyed through the existing storm piping system located within Pedersen Valley Part 4 to the existing basin east of the site. Lot 13 will use a rain garden to capture storm run-off to the south.

Please contact me if you have any questions.

Respectfully submitted,

A handwritten signature in black ink that reads "Glen D. Meisner".

Glen Meisner, PE & PLS

cc: Wayne & Steve Lynch

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RESOLUTION NO. 1495

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF WEST BRANCH AND VEENSTRA & KIMM, INC. FOR 2016-2017 BRIDGE INSPECTION AND RATING.

WHEREAS, The City of West Branch, Iowa has its four bridges inspected every twenty-four months to ensure the safety of its residents and visitors to the City; and;

WHEREAS, The City of West Branch desires to have an additional routine inspection of the College Street Bridge over West Branch Wapsinonic Creek due to the bridge's current status of federal-aid funding and disrepair; and

WHEREAS, Veenstra & Kimm, Inc. also agrees to enter and approve the inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIMS) data base; and

WHEREAS, the services necessary to provide an adequate inspection include a routine inspection of four bridges, upper-deck inspection via ladder, update of the load rating calculations if necessary, update of the scour evaluation if necessary; and

WHEREAS, these services should be completed in accordance with Iowa Department of Transportation and Federal Highway Administration guidelines and requirements; and

WHEREAS, Veenstra & Kimm, Inc. has prepared an agreement to perform the aforementioned services which has been reviewed by the city attorney and now requires the approval of the City Council.

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

Passed and approved this 27th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

ENGINEERING SERVICES AGREEMENT

2016-2017 BRIDGE INSPECTION AND RATING WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street, P.O. Box 218, West Branch, IA 52358, hereinafter referred to as the “**CITY**,” and Veenstra & Kimm, Inc., an Iowa Corporation, 3000 Westown Parkway, West Des Moines, IA 50266, hereinafter referred to as the “**CONSULTANT**.”

WHEREAS, the **CITY** desires to have four (4) bridge and culvert structures inspected for the years 2016 and 2017 and the same structures rated for special haul vehicles as required by the Iowa Department of Transportation, referred to as the “**Project**”; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services to complete the project; and

WHEREAS, the **CONSULTANT** is qualified and capable of supplying said engineering services for a total fee not to exceed Two Thousand Six Hundred Dollars (\$2,600).

WHEREAS, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to complete the Project for a total consulting fee not to exceed Two Thousand Six Hundred Dollars (\$2,600) under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit “A” attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit “B” attached hereto and incorporated by this reference. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL TERMS AND PROVISIONS.

A. The **CONSULTANT** shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the **CONSULTANT** in connection with the Project. Upon request, the **CONSULTANT** shall provide the **CITY** with a copy of the relevant provisions of any agreement entered into by the **CONSULTANT** and subcontractor in connection with the Project to confirm to the satisfaction of the **CITY** that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status or sexual orientation.

B. The **CITY** may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the **CITY** does so terminate this Agreement, the **CONSULTANT** shall be paid for all work and services performed up to the time of said termination upon submission to the **CITY** of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the **CITY** terminates this Agreement with cause, the **CITY** may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the **CONSULTANT**, without the express written consent of the West Branch City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

E. The **CITY** shall make all criteria, design and construction standards, and information regarding the **CITY's** requirements for the Project available to the **CONSULTANT** upon reasonable request by the **CONSULTANT** therefor. The **CITY** shall furnish reasonable assistance to the **CONSULTANT** in the use of said information and documentation at the request of the **CONSULTANT**.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the West Branch City Code of Ordinances.

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the **PROJECT** hereunder.

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the **PROJECT**. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY's** use of such documents on other projects.

J. Original drawings prepared by the **CONSULTANT** under this Agreement shall become the property of the **CITY**. The **CONSULTANT** shall be allowed to keep mylar reproducible copies for the **CONSULTANT's** own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the **CITY**.

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT's** ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. The **CONSULTANT** shall name the **CITY** as an additional insured party on **CONSULTANT's** general liability insurance policy. At the request of the **CITY**, the **CONSULTANT** shall give the **CITY** a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the **CONSULTANT** shall immediately notify the **CITY** of any revocation or cancellation of any of the above-referenced insurance policies. The **CONSULTANT** shall take all necessary steps to preserve the **CITY's** defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the **CITY** hereunder.

IV. COMPENSATION FOR SERVICES.

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a total fee not to exceed Two Thousand Six Hundred Dollars (\$2,600). Said total fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

A. No payment shall be made to the **CONSULTANT** hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the **CITY**.

B. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed. For purposes of this provision, work shall constitute the discrete phases of the Project as set forth in Exhibit "A" attached hereto. Accordingly, the **CONSULTANT** shall not be entitled to compensation hereunder for any phases of the work until the entire phase of work has been completed.

C. In any event, no payment hereunder shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval of the billing statement by the West Branch City Council at its next regularly scheduled meeting.

V. INDEMNIFICATION.

The **CONSULTANT** agrees to fully indemnify, defend, save and hold the **CITY**, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the **CONSULTANT**, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

VI. HAZARDOUS MATERIALS.

The **CONSULTANT** hereby warrants and represents that the **CONSULTANT** (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The **CONSULTANT**, notwithstanding the limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the **CITY**, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the **CITY**, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the **CONSULTANT** hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the **CONSULTANT**, the **CITY** or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the **CONSULTANT**, the **CITY** or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

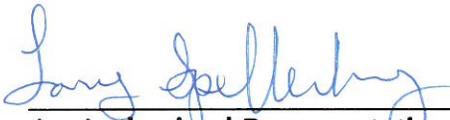
XIII. FINAL AGREEMENT.

Both the **CONSULTANT** and the **CITY** hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the **CONSULTANT** to the **CITY** in connection with the **PROJECT**, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the **CONSULTANT** and the **CITY**. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

VEENSTRA & KIMM, INC.

CITY OF WEST BRANCH, IOWA



An Authorized Representative

Roger Laughlin, Mayor

ATTEST:

ATTEST:



An Authorized Representative

City Clerk

ENGINEERING SERVICES AGREEMENT
2016-2017 BRIDGE INSPECTION AND RATING
WEST BRANCH, IOWA

EXHIBIT "A"

SCOPE OF SERVICES:

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the **PROJECT** as set forth as follows:

- A) Routine inspection of one (1) bridge in 2016 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base.
FHWA 012380, College Street over West Branch Wapsinonic Creek

- B) Load rating of four (4) bridge and culvert structures for special haul vehicles as required by the Iowa Department of Transportation.
FHWA 012371, Main Street over West Branch Wapsinonic Creek
FHWA 012380, College Street over West Branch Wapsinonic Creek
FHWA 018431, Main Street over Drainage Ditch
FHWA 102161, 300th Street over West Branch Wapsinonic Creek

- C) Routine inspection of four (4) bridge and culvert structures in 2017 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base.
FHWA 012371, Main Street over West Branch Wapsinonic Creek
FHWA 012380, College Street over West Branch Wapsinonic Creek
FHWA 018431, Main Street over Drainage Ditch
FHWA 102161, 300th Street over West Branch Wapsinonic Creek

ENGINEERING SERVICES AGREEMENT

**2016-2017 BRIDGE INSPECTION AND RATING
WEST BRANCH, IOWA**

EXHIBIT "B"

TIME OF COMPLETION:

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The **CONSULTANT** does hereby expressly acknowledge and agree that **TIME IS OF THE ESSENCE** of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

- A) Routine inspection of one (1) bridge in 2016 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base.
Inspection completed in July of 2016, entry and approval in SIIMS by November 1, 2016.

- B) Load rating of four (4) bridge and culvert structures for special haul vehicles as required by the Iowa Department of Transportation.
Completed by January 1, 2017

- C) Routine inspection of four (4) bridge and culvert structures in 2017 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base.
Inspection Management System (SIIMS) data base.
Inspection completed in July of 2017, entry and approval in SIIMS by November 1, 2017.

The **CONSULTANT** shall not be responsible for delays in approval, securing easements, or other actions by governmental agencies which may delay the time of completion for services.

ENGINEERING SERVICES AGREEMENT

**2016-2017 BRIDGE INSPECTION AND RATING
WEST BRANCH, IOWA**

EXHIBIT "C"

COMPENSATION FOR SERVICES:

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement based on the following:

- A) The fee for routine inspection of one (1) bridge in 2016 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base shall be the lump sum fee of Three Hundred Dollars (\$300);

- B) The fee for load rating of four (4) bridge and culvert structures for special haul vehicles as required by the Iowa Department of Transportation shall be the lump sum fee of Eight Hundred Dollars (800);

- C) The fee for routine inspection of four (4) bridge and culvert structures in 2017 including entry and approval of inspection into the Iowa Department of Transportation Structural Inventory and Inspection Management System (SIIMS) data base shall be the lump sum fee of One-Thousand Five Hundred Dollars (1,500);

Said total fees shall be paid by the **CITY** to the **CONSULTANT** and shall become due and payable upon submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting.

ENGINEERING SERVICES AGREEMENT

**2016-2017 BRIDGE INSPECTION AND RATING
WEST BRANCH, IOWA**

EXHIBIT "D"

"The Companies affording coverage and the Additional Insured, City of West Branch, Cedar County, Iowa, expressly agree and state that the purchase of this policy of insurance by the insured and the listings of the City of West Branch as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."

RESOLUTION 1496

A RESOLUTION TO AMEND THE “HEALTH INSURANCE” SECTION OF THE CITY OF WEST BRANCH, IOWA EMPLOYEE HANDBOOK

WHEREAS, the City Council, of the City of West Branch, Iowa adopted an Employee Handbook on September 8, 2009, and amended same handbook on October 19, 2009, February 1, 2010, October 4, 2010, December 6, 2010, February 21, 2011, April 4, 2011, February 21, 2012, December 3, 2012, January 21, 2014, and April 7, 2014; and

WHEREAS, West Branch Fire and Rescue Volunteer Cadets are not covered by the City’s health insurance program or the City’s workers compensation program; and

WHEREAS, the West Branch City Council finds that a medical coverage policy for West Branch Fire and Rescue Volunteer Cadets is necessary for the continuation of the program; and

WHEREAS, the West Branch City Council finds that the best manner in which to provide this coverage is to require the family of a West Branch Volunteer Cadet to submit all claims to their health insurance provider; and

WHEREAS, in the case that the family incurs out of pocket expenses related to any claim, the West Branch City Council agrees to submit a claim for those out-of-pocket expenses to the City of West Branch Fire-Pak insurance provider and general liability insurance provider; and

WHEREAS, it is understood that the City of West Branch will not provide any other relief for out-of-pocket expenses that remain after payment is made by the City of West Branch Fire-Pak insurance provider and general liability insurance provider.

NOW, THEREFORE, BE IT RESOLVED that the City Council of West Branch, Iowa does hereby approve and adopt the City of West Branch Personnel Handbook dated June 2016 revised by amending the **HEALTH INSURANCE** section by adding the following text at the end of said subsection:

Volunteer cadets are not covered by the City’s health insurance or workers compensation programs. For any injury sustained or health related concern associated with the Volunteer Cadet’s service on the West Branch Fire Department, the Volunteer Cadet and his or her family agree to submit any such claim through their own health insurance provider.

Any out-of-pocket expenses that remain after the claim has been submitted and processed by the Cadet's insurance provider will be submitted to the City of West Branch Fire-Pak insurance provider and general liability insurance provider. The City of West Branch will not provide any other relief for out-of-pocket expenses that remain after payment is made by the City of West Branch Fire-Pak insurance provider and general liability insurance provider.

In the case that the Volunteer Cadet and his or her family do not have health insurance coverage, the City of West Branch will submit the entire claim of any injury sustained or health related concern associated with the Volunteer Cadet's service on the West Branch Fire Department to the City of West Branch Fire-Pak insurance provider and general liability provider. The City of West Branch will not provide any other relief for out-of-pocket expenses that remain after payment is made by the City of West Branch Fire-Pak insurance provider and general liability insurance provider.

The Fire Chief, in cooperation with the City's Finance Officer, shall make each Volunteer Cadet and the parents and/or guardians of each Volunteer Cadet aware of this policy prior to the Volunteer Cadet's appointment to the West Branch Fire Department. The Cadet and their parents and/or guardians shall sign a waiver provided by the City Attorney to incorporate the terms of this policy for the Volunteer Cadets.

Passed and approved this 27th day of June, 2016.

Roger Laughlin, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

RESOLUTION 1497

A RESOLUTION APPROVING A “WELLNESS POLICY” SECTION IN THE CITY OF WEST BRANCH, IOWA EMPLOYEE HANDBOOK

WHEREAS, the City Council, of the City of West Branch, Iowa adopted an Employee Handbook on September 8, 2009, and amended same handbook on October 19, 2009, February 1, 2010, October 4, 2010, December 6, 2010, February 21, 2011, April 4, 2011, February 21, 2012, December 3, 2012, January 21, 2014, and April 7, 2014; and

WHEREAS, the City Council of the City of West Branch wishes to promote health, well-being, healthy eating, and exercise among its employees through a Wellness Program designed to ensure a healthy work environment for City of West Branch employees.

NOW, THEREFORE, BE IT RESOLVED that the City Council of West Branch, Iowa does hereby approve and adopt the City of West Branch Personnel Handbook dated June 2016 revised by adding a **WELLNESS POLICY** section by adding the following text after the **BEREAVEMENT LEAVE** subsection of the “**BENEFITS**” section of the Employee Handbook:

WELLNESS POLICY

The City recognizes the importance of promoting health, well-being, healthy eating, and exercise among its employees. It is the City's desire to encourage health, well-being and exercise through a Wellness Program designed to help ensure a healthy work environment for City of West Branch employees. Participation in the Wellness Policy is encouraged but voluntary. The Wellness Policy applies only to direct city employees at this time and is not currently being offered to the employees' family members. Full-time employees, part-time employees and volunteer firefighters are eligible to receive benefits under this policy. Seasonal employees and reserve police officers are not eligible to receive benefits under this policy.

Reimbursement Benefit

Full-time employees and volunteer firefighters may be reimbursed for a wellness program or membership, with a monthly maximum of \$30. Part-time employees may be reimbursed for a wellness program or membership, with a monthly maximum of \$15. Examples of such benefits include but are not necessarily limited to subscription to health programs like Weight Watchers, membership fees to gyms or health facilities, or participation in a sports

club of some kind. Receipts for purchase/payment or proof of payment must be provided to the city office by close of business on the last day of the month for reimbursement the following month.

Participation in Recreation Events

In addition to healthy activities, the City of West Branch would like to promote activity with the community and in our Recreation Programs and Events. As such, participation in health classes provided by the West Branch Parks & Recreation department will be provided at no cost to full-time employees, part-time employees and volunteer firefighters. These are offered solely for sports and physical fitness classes and are not eligible for events that offer prizes or rewards issued from the participation income. Some programs may be ineligible based on the decisions of the program instructor.

Passed and approved this 27th day of June, 2016.

Roger Laughlin, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1498

RESOLUTION APPROVING AN AGREEMENT 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, a proposed service agreement in the amount of \$1,200.00 for Kevin BF Burt is hereby presented for consideration by the City Council; 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 is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 27th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Performance Contract

City of West Branch, henceforth known as “Client,” agrees to hire **Kevin BF Burt**, henceforth known as “Artist,” for a performance at the **Main Street Stage** during Hoover’s Hometown Days on **Saturday August 6th, 2016**.

Furthermore, the two parties agree to the following:

Artist will perform music at **above site** on **above date**, for a period of **one hour**, beginning at **3:30pm**.

Client will pay Artist **\$1200** as compensation for this performance, payable via **check** and at time of performance or mutually agreed-upon payment date.

Setup for the performance will be the responsibility of Artist. No sound system will be provided by the client.

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.

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

Signed this **28** day of **April, 2016**.

Artist Name

Artist Signature

Client Name

Client Signature

RESOLUTION NO. 1499

RESOLUTION AWARDING THE CONTRACT FOR THE BERANEK ELECTRICAL IMPROVEMENTS PROJECT.

WHEREAS, the City Council of the City of West Branch, Iowa, has heretofore deemed it necessary and desirable to construct the Beranek Electrical Improvements including lighting improvements on two volleyball courts at Beranek Park within the City of West Branch. The project includes site restoration, electrical service and meter installation, labor and equipment, said project having been referred to as the “Beranek Electrical Improvements Project” for the City of West Branch, Iowa (the “Project”); and

WHEREAS, the bids for the aforementioned project were received, opened and tabulated as per published notice therefor on June 10, 2016; and

WHEREAS, the bid of Oasis Electric LLC, was the lowest responsive, responsible bid received; and

WHEREAS, said bid was in the amount of \$7,440.00; and

WHEREAS, the Project Engineer has heretofore reviewed the bids and recommended that the City Council approve and accept the aforementioned bid for said project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the bid of Oasis Electric LLC, in the amount of \$7,440.00 be and the same is hereby accepted and approved and the contract is awarded to Oasis Electric LLC.

BE IT FURTHER RESOLVED that the Mayor is hereby directed to execute the construction contract on behalf of the City.

* * * * *

Passed and approved this 27th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



BID TABULATIONS
PROJECT: Beranek Electrical Improvements
DATE: 6/10/2016 @ 2pm

CONTRACTOR NAME:										
				ENGINEER'S ESTIMATE		OASIS ELECTRIC, LLC			ADVANCED ELECTRIC	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	ITEM TOTAL	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	
1.	Mobilization	1.00	LS	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$500.00	\$500.00	
2.	Site Restoration	1.00	LS	\$3,000.00	\$3,000.00	\$250.00	\$250.00	\$500.00	\$500.00	
3.	Electrical Service and Meter	1.00	LS	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$200.00	\$200.00	
4.	Labor and Equipment	1.00	LS	\$5,000.00	\$5,000.00	\$5,840.00	\$5,840.00	\$9,400.00	\$9,400.00	
Total					\$10,000.00		\$7,440.00		\$10,600.00	

CITY OF IOWA CITY BERANEK PARK LIGHTNG - ELECTRICAL

June 10, 2016

	<u>BIDDER NAME</u>	<u>BIDDER NAME</u>	<u>BIDDER NAME</u>	<u>BIDDER NAME</u>
	Engineer's Estimate	<u>ADVANCED</u>	<u>CRS</u>	
BID BOND:	N.A.			
BID AMOUNT:	<u>\$10,000</u>	<u>10,600</u>	<u>7,440.00</u>	
ADDENDA:	<u>—</u>	<u>—</u>	<u>—</u>	
	<u>BIDDER NAME</u>	<u>BIDDER NAME</u>	<u>BIDDER NAME</u>	<u>BIDDER NAME</u>
BID BOND:				
BID AMOUNT:				
ADDENDA:				

FORM OF PROPOSAL
BeraneK Park Electrical Improvements
City of West Branch, IA

NOTICE TO BIDDERS:

PLEASE DO NOT USE THE FORM OF PROPOSAL INCLUDED IN THE BOUND VOLUME OF THE SPECIFICATIONS. SEPARATE COPIES OF THIS PROPOSAL ARE CONTAINED WITHIN THE BACK COVER OF THIS DOCUMENT.

Name of Bidder Oasis Electric, LLC

Address of Bidder 21 – 300th Street, West Branch, IA 52358-8665

TO: City Clerk
 City of West Branch - City Hall
 110 Poplar Street
 PO Box 218
 West Branch, IA 52358

The undersigned bidder submits herewith bid security in the amount of \$ 0, in accordance with the terms set forth in the "Project Specifications."

The undersigned bidder, having examined and determined the scope of the Contract Documents, hereby proposes to provide the required labor, services, materials and equipment and to perform the Project as described in the Contract Documents, including Addenda N.A., _____, and _____, and to do all work at the prices set forth herein.

We further propose to do all "Extra Work" which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such work.

No.	ITEM	QTY	UNIT	UNIT COST	ITEM TOTAL
1	Mobilization	1.00	LS	600.00	600.00
BERANEK PARK					
2	Site Restoration	1.0	LS	250.00	250.00
3	Electrical Service and Meter	1.0	LS	750.00	750.00
4	Labor and Equipment	1.0	LS	5,840.00	5,840.00
TOTAL ESTIMATE					7,440.00

*Lighting Package (fixtures) to be provided by City.
 **Electrical Permit fee to be included in bid as necessary.

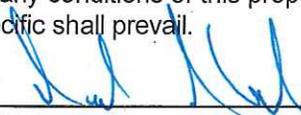
The names of those persons, firms, companies or other parties with whom we intend to enter into a subcontract, together with the type of subcontracted work and approximate dollar amount of the subcontract, are as follows:

N.A. (None)

NOTE: All subcontractors are subject to approval by City.

The undersigned bidder states that this proposal is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this proposal and the Contract Documents prepared by HBK Engineering LLC, the more specific shall prevail.

Firm: Oasis Electric, LLC

Signature: 

Address: 21 - 300th Street

Printed Name: Daniel J Hanks

West Branch, Iowa 52358-8665

Title: Owner

Phone: 319-631-5665

Email: danoasiselectric@yahoo.com

FORM OF PROPOSAL
Beranek Park Electrical Improvements
City of West Branch, IA

NOTICE TO BIDDERS:

PLEASE DO NOT USE THE FORM OF PROPOSAL INCLUDED IN THE BOUND VOLUME OF THE SPECIFICATIONS. SEPARATE COPIES OF THIS PROPOSAL ARE CONTAINED WITHIN THE BACK COVER OF THIS DOCUMENT.

Name of Bidder ADVANCED ELECTRICAL SERVICES INC

Address of Bidder 1233 GILBERT CT IOWA CITY IA 52240

TO: City Clerk
 City of West Branch - City Hall
 110 Poplar Street
 PO Box 218
 West Branch, IA 52358

The undersigned bidder submits herewith bid security in the amount of \$ 0, in accordance with the terms set forth in the "Project Specifications."

The undersigned bidder, having examined and determined the scope of the Contract Documents, hereby proposes to provide the required labor, services, materials and equipment and to perform the Project as described in the Contract Documents, including Addenda —, —, and —, and to do all work at the prices set forth herein.

We further propose to do all "Extra Work" which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such work.

No.	ITEM	QTY	UNIT	UNIT COST	ITEM TOTAL
1	Mobilization	1.00	LS	500.00	500.00
BERANEK PARK					
2	Site Restoration	1.0	LS	500.00	500.00
3	Electrical Service and Meter	1.0	LS	200.00	200.00
4	Labor and Equipment	1.0	LS	9400.00	9400.00
TOTAL ESTIMATE					10,600.00

*Lighting Package (fixtures) to be provided by City.
 **Electrical Permit fee to be included in bid as necessary.

The names of those persons, firms, companies or other parties with whom we intend to enter into a subcontract, together with the type of subcontracted work and approximate dollar amount of the subcontract, are as follows:

N/A NONE

NOTE: All subcontractors are subject to approval by City.

The undersigned bidder states that this proposal is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this proposal and the Contract Documents prepared by HBK Engineering LLC, the more specific shall prevail.

Firm: ADVANCED ELECTRICAL SERVICES Signature: 

Address: 1233 GILBERT CT
IOWA CITY, IA 52240

Printed Name: Jason M Moore

Title: PRESIDENT

Phone: 319 400-3904

Email: jmoore@AdvancedElectrical.com

RESOLUTION NO. 1500

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

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

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

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

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

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

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

WHEREAS, the City's Parks and Recreation Department annually holds two day camps for children during the summer; and

WHEREAS, the City's Parks and Recreation Department in 2016 has again planned for two weeks of summer camp; and

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

WHEREAS, the first week of summer camp will feature a trip to Fun City in Burlington, IA on Friday July 15, 2016; and

WHEREAS, Windstar Lines, Inc. has submitted a proposed agreement to provide transportation in the amount of \$988.00 for that trip; and

WHEREAS, the second week of summer camp will feature a trip to the Iowa State Fair on Thursday August 18, 2016; and

WHEREAS, Windstar Lines, Inc. has submitted a proposed agreement to provide transportation in the amount of \$1,209.00; and

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

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

WHEREAS, Windstar Lines, Inc. has agreed to provide transportation to these events for the sum of \$2,197.00.

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

Passed and approved this 27th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Clerk

RESOLUTION NO. 1501

RESOLUTION APPROVING TWO AGREEMENTS WITH WINDSTAR LINES, INC. IN THE AMOUNT OF \$2,197.00 FOR TRANSPORTATION RELATED TO WEST BRANCH DAY CAMPS.

WHEREAS, the City's Parks and Recreation Department annually holds day camps for children during the summer; and

WHEREAS, the City's Parks and Recreation Department in 2016 has again planned for two weeks of summer camp; and

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

WHEREAS, the first week of summer camp will feature a trip to Fun City in Burlington, IA on Friday July 15, 2016; and

WHEREAS, Windstar Lines, Inc. has submitted a proposed agreement to provide transportation in the amount of \$988.00 for that trip; and

WHEREAS, the second week of summer camp will feature a trip to the Iowa State Fair on Thursday August 18, 2016; and

WHEREAS, Windstar Lines, Inc. has submitted a proposed agreement to provide transportation in the amount of \$1,209.00; and

WHEREAS, the City Council of the City of West Branch has declared both of these trips as public purposes and have documented this by the passage of Resolution 1500 on June 27, 2016 in accordance with Opinion No. 79-4-26 provided by the Honorable Alvin V. Miller, Office of the Attorney General on April 25, 1979; and

WHEREAS, it is now necessary to approve said agreements.

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

Passed and approved this 27th day of June, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Quotation

Windstar Lines, Inc.

1903 North US Hwy 71
P.O. Box 786
Carroll, IA
51401

Tel No: 888-494-6378
Fax No: 712-792-9615

E-mail: info@gowindstar.com
Website: www.gowindstar.com

27-1577755

Ms Russell
City of West Branch
PO Box 218
110 N Poplar
West Branch , IA 52538

Thank you for your inquiry. We are pleased to be able to quote for your requirements as detailed below. A deposit of \$250 or 10% of the total charter price, whichever is greater, is due within 21 days of booking. Deposit is refundable as long as trip is cancelled 30 days prior to departure.

Quotation ID	55235/65204	Client Ref 1	
Date	2/2/2016	Client Ref 2	

First Pick-up	West Branch, IA	Destination	Burlington, IA
Pick-up Date	Fri 7/15/2016 Time 08:00	Arrival Date	Fri 7/15/2016 Time 09:45
Single Journey	No	Leave Date	Fri 7/15/2016 Time 15:50
Vehicle To Stay	Yes	Back Date	Fri 7/15/2016 Time 17:30

Passengers		Distance	207.3
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First Pick-up Instructions	Destination Instructions
	Fun City

Quantity	Seats	Vehicle Description	Unit Price	Price	Tax %	Tax	Total
1	56	Deluxe 56 Passenger	\$988.00	\$988.00	0	\$0.00	\$988.00
Movement Totals				\$988.00		\$0.00	\$988.00

This quotation has been given to you based on the times and destination given to us. Should you wish to vary any of the details then the price will alter accordingly.

Quotation

Windstar Lines, Inc.

1903 North US Hwy 71
 P.O. Box 786
 Carroll, IA
 51401

Tel No: 888-494-6378
 Fax No: 712-792-9615

E-mail: info@gowindstar.com
 Website: www.gowindstar.com

27-1577755

Ms Russell
 City of West Branch
 PO Box 218
 110 N Poplar
 West Branch , IA 52538

Thank you for your inquiry. We are pleased to be able to quote for your requirements as detailed below. A deposit of \$250 or 10% of the total charter price, whichever is greater, is due within 21 days of booking. Deposit is refundable as long as trip is cancelled 30 days prior to departure.

Quotation ID	55233/65202	Client Ref 1	
Date	2/2/2016	Client Ref 2	
First Pick-up	West Branch, IA	Destination	Des Moines, IA
Pick-up Date	Thu 8/18/2016 Time 07:00	Arrival Date	Thu 8/18/2016 Time 09:10
Single Journey	No	Leave Date	Thu 8/18/2016 Time 14:45
Vehicle To Stay	Yes	Back Date	Thu 8/18/2016 Time 17:00
Passengers		Distance	307.6

Quantity	Seats	Vehicle Description	Unit Price	Price	Tax %	Tax	Total
1	56	Deluxe 56 Passenger	\$1,209.00	\$1,209.00	0	\$0.00	\$1,209.00
Movement Totals				\$1,209.00		\$0.00	\$1,209.00

This quotation has been given to you based on the times and destination given to us. Should you wish to vary any of the details then the price will alter accordingly.

WINDSTAR

LINES



The Midwest's Premier Motorcoach Company

Toll Free: 888-494-6378 - Fax: 712-792-9615 - Email: info@gowindstar.com - Website: www.gowindstar.com - PO Box 786 - Carroll, IA 51401

Windstar Lines operates a modern fleet of 75 motorcoaches with locations in Carroll, Cedar Rapids, Des Moines, & Dubuque, IA, Lincoln, NE, Rochelle, IL, Kansas City, MO & Sioux Falls, SD.

The Windstar fleet consists of **39, 47 & 56 passenger motorcoaches** equipped with:
DVD with multiple monitors - Comfortable, reclining seats - PA system
On-board restroom - Large panoramic windows - GPS for tracking and monitoring
DriveCam monitoring cameras to ensure the safest, smoothest ride
GPS Navigation systems for on-board mapping capability
 DirecTV, WIFI, and 110 Volt outlets available for a small investment



Windstar also operates a **28-passenger VIP Coach** equipped with:
Leather sofas, dinettes, and two 42-inch televisions
with DVD and Satellite TV.



888-494-6378

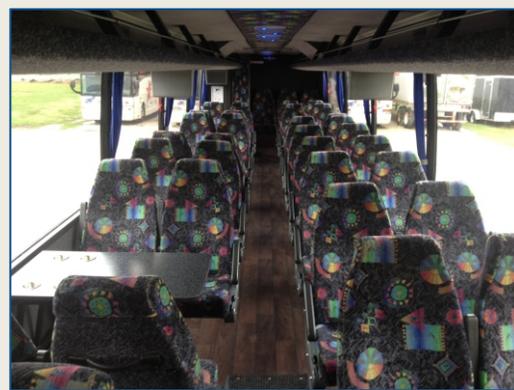
**Carroll, IA - Cedar Rapids, IA - Des Moines, IA - Dubuque, IA -
Lincoln, NE - Rochelle, IL - Kansas City, MO - Sioux Falls, SD**



Our 47 passenger Sleeper Coaches have 40 seats that fold into bunks within minutes.



Our 39 passenger motorcoaches feature 5 large flat screens, card tables and extra leg room at every seat.



Our 11 passenger Sprinter is available for local transfers, airport pick-ups, tours, and out of town travel.

Windstar's Minibuses have seating for 21 on reclining high back seats. These coaches do not have a restroom.



Windstar drivers are safe, friendly and accommodating. All drivers are uniformed and non-smoking. They also carry cell phones for emergencies.

Please contact us with any questions regarding your upcoming trip. We appreciate your business and are here to serve you!

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

TAX: There is no sales tax on charter bus service, except in South Dakota where a 4% tax is mandatory for intrastate charters.

RESPONSIBILITY: Windstar Lines, Inc. shall not be liable for delay or non-performance resulting from road failure, road or weather conditions, labor difficulties, or any other cause beyond their control. Our maximum liability under any circumstance is the cost of this charter.

AMENITIES: Amenities on the coach such as radio, CD player, DVD player, PA system, restroom, etc. are provided as a service to our customers. Should a specific amenity be unavailable or inoperable, Windstar will not be liable for its availability or performance.

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

CARRIER: Windstar Lines, Inc. reserves the right to use leased equipment, or lease from another carrier to fulfill this agreement.

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

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

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

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

SAFETY: The chartering party agrees to respect our professional motorcoach operator's decision regarding road conditions, equipment, and safety. Federal regulations allow motorcoach operators to be on duty 15 hours per day, including a maximum of 10 hours driving. An operator must then have 9 complete hours off duty before coming back on duty. Driver will need time to fuel and pre and post trip his motorcoach.

NIGHT DRIVING: Windstar Lines motorcoach operators are required to take Night Drive Safety Stops between the hours of midnight and 6am. Your safety and our operators' safety is our highest concern. This stop is aimed at fighting any fatigue a driver may experience during night drives.

ACCOMMODATIONS FOR THE DISABLED: Any group or passenger who requires an ADA accessible motorcoach is requested to inform us at the time of the reservation, and must notify us no later than 48 hours prior to the charter's departure.

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

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

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

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

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

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

PAYMENT TERMS: A deposit of 10% of the charter price or \$250.00 (whichever the greater amount) is due within 21 days of booking. The price of your charter is quoted as a cash price. Preferred method of payment is: company check, cash, wire or electronic transfer. There will be a 3% convenience fee on any other form of payment. Payment is due 21 days prior to departure.

Contact Information: MAIL: Windstar Lines, Inc. P.O. Box 786 Carroll, IA 51401 FAX: 712-792-9615 Email: Info@gowindstar.com

AFTER HOURS: 712-830-6618 Please refer to your Charter ID number on all correspondence. Thank you and enjoy your trip!



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

Carroll
Fax: (712) 792-9615
Email: info@gowindstar.com

Credit Card Authorization Form

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

Today's Date: _____

Charter Contract #: _____

Cardholder Name (as it appears on credit card): _____

Cardholder Card (check one):



Credit Card Number: _____ - _____ - _____

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

Billing Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

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

Charter Amount: _____

3% Convenience Fee: _____

Total Charge: _____

Signature: _____

RESOLUTION NO. 1000

RESOLUTION ADOPTING THE CITY OF WEST BRANCH, IOWA SIDEWALK INSPECTION AND REPAIR POLICY.

WHEREAS, the City Council adopted Ordinance 697 on June 25, 2012, amending the protocol for the ordering of sidewalk repairs and performance by the City in Title, "Streets and Sidewalks," Chapter 136 "Sidewalk Regulations"; and

WHEREAS, the City Council now wishes to ensure that an orderly plan for the inspection and repair of sidewalks is known to property owners in the City of West Branch and implemented by the Public Works Department; and

WHEREAS, the City Council has budgeted funds in the City's annual budget to ensure that sidewalk repairs are completed in the cases where property owners choose not to make repairs to defective public sidewalks.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the City of West Branch, Iowa Sidewalk Inspection and Repair Policy is adopted.

Passed and approved this 25th day of June, 2012.



Don Kessler, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk

City of West Branch, Iowa Sidewalk Inspection and Repair Policy

I - GENERAL

The Code of Ordinances of West Branch, Iowa and the Code of Iowa Section 364.12 (2d & e) place the responsibility for the maintenance and repair of public sidewalks on the abutting property owner as recorded by the county auditor. This policy provides the cause for such repairs to be made from Council under West Branch Code of Ordinances. Under no circumstances does this relieve the abutting property owner of any liability under paragraph "b" of Iowa Code Section 364.12.

The Public Works Department will systematically inspect all public sidewalks within the City's jurisdiction and upon determining that a sidewalk defect exists will initiate appropriate action to have the sidewalk reconstructed.

II - ANNUAL SIDEWALK INSPECTION ZONES

The Public Works Department will be responsible for inspecting the public sidewalks on a four (4) year cycle within the city. These inspections shall be made to determine if any of the public sidewalks within a particular zone of the city are defective as defined. The City will be divided into four zones: Zone 1-all of West Branch that lies east of the abandoned railroad right-of-way. Zone 2-the abandoned railroad right-of-way west to and including Downey Street, Zone 3-west of Downey Street to and including Scott Drive, and Zone 4-all of West Branch that lies west of Scott Drive.

III - RECONSTRUCTION PROCEDURES

It shall be the duty of the abutting property owner at all times to reconstruct, or cause to be reconstructed, all defective public sidewalks in the street right-of-way abutting his/her property. The public sidewalk will be considered defective when it exhibits one of the characteristics listed in (Appendix "B") of this policy. When a sidewalk is found to contain such a defect, the Public Works Department will issue a written notice to reconstruct to the abutting property owner requiring that the appropriate work be completed within ninety (90) days. Property owners who have sixty-four (64) or more square feet of sidewalk to repair will be allowed one year to complete their repairs. All locations where a notice to reconstruct has been issued will be re-inspected by the Public Works Department after the abutting property owner has been given the specified time in which to complete the work. Abutting property owners who commence reconstruction within the time frame provided by this policy shall be afforded a reasonable time, as determined by the Public Works Director, in which to complete the work upon application and approval of an extension of time made to the Public Works Director per Part V of this policy. If, upon expiration of the time period provided in said notice, required work has not been completed or is not in the process of completion, the Public Works Director may cause the same to be reconstructed and the cost thereof shall be assessed to the abutting property owner. All sidewalk improvements shall be performed under the supervision and inspection of the Public Works Department. The City will not commence repairing any sidewalk if the property owner submits to the Public Works Director within the time period provided in said notice a signed contract with a contractor of that property owner's choice which states that the work will be completed within thirty days of their deadline.

IV – REPAIRS TO MATCH EXISTING SIDEWALK WIDTH

Unless otherwise specified in the written notice to reconstruct the sidewalk, all repairs will match the existing sidewalk in terms of width, regardless of the minimum width for sidewalk standards set forth for new construction.

V- HARDSHIP

A property owner may submit in writing a request to the Public Works Director for an extension to the ordered repair. This request must be made within thirty days of receiving the repair notice. Hardship requests submitted after thirty days may not be considered by the Public Works Director. A hardship letter will include the name and address of the property owner and a request to an extension to the work identified in the notice.

VI – APPEAL PROCESS

A property owner who is issued a written notice to make repairs may submit in writing a request to the Public Works Director to appeal the ordered repair. This request must be made within thirty days of receiving the repair notice. Requests for an appeal submitted after thirty days may not be considered by the Public Works Director. The Public Works Director shall conduct an informal hearing within ten days of receipt of the written request and shall make a determination as to whether the repair/replacement should be made. The property owner has the right to file a written notice of appeal from the Public Works Director's decision to the Board of Adjustment within ten days of the decision of the Public Works Director.

VII- CITY WILL ACCEPT BIDS FOR REPAIRS

The Public Works Department will annually accept bids from concrete contractors to make sidewalk repairs. This information will be made available to interested property owners, however, property owners are responsible for either completing the work themselves or choosing their own contractor. Property owners are responsible for making financial arrangements directly with the contractor of their choice.

VIII - DETERMINATION OF CITY COST TO REPAIR SIDEWALK

If work has not commenced following the 90 day notice, the sidewalk will be placed on a list for reconstruction and the City's contractor notified to proceed with the reconstruction. Upon completion of the repair, the property owner will be sent a bill of the actual cost of the repair plus an administration fee of 15% of the total cost to cover administrative and billing costs. The property owner will have 30 days to pay the billing. If the bill is not paid within 30 days, the amount will be certified to the County Auditor to be added to the owner's property taxes. There shall be returned to the City Council an itemized assessment schedule, verifying expenditures used in doing such work, and the legal description of the lots, or tract of ground abutting the sidewalk on which such work has been performed. There will also be a \$25 administrative fee if costs are assessed against the property.

IX - PERMITTING AND REPAIR INSPECTIONS

Any person desiring to reconstruct or repair any sidewalk as part of this program shall, before commencing such reconstruction or repair, apply to the Public Works Department for a permit to Reconstruct/Repair Sidewalk as illustrated in (Appendix "A"). Public Works personnel are authorized to inspect, approve or disapprove the reconstruction or repair of sidewalks as part of this program. The party reconstructing or repairing any sidewalk shall call for inspections by notifying Public Works when slab has been lifted and subgrade has been brought to the proper elevation, or forms have been set for slab replacement. In the case of slab replacement a further inspection shall be called for and required upon completion after removal of forms; backfill and seeding have been completed.

X - DOCUMENTATION

The Public Works Department will maintain formal permanent records showing the date on which each sidewalk was last inspected, which properties were found to have defective sidewalks, the nature of the defects found, and the action taken to correct the defect. The Public Works Department will be responsible for issuing all official "Notices to Reconstruct". All official notices will be sent Certified Mail.

XI - DISCLAIMER

To the extent that any previous rule, regulation, policy or past practice, written or unwritten, is in conflict with the provisions of this policy, such is hereby withdrawn, voided and all personnel should conduct themselves in conformity with this policy.

This Sidewalk Inspection and Repair Policy is not intended to create and should not be construed in any manner as creating a guaranty that any hazard associated with sidewalk conditions is eliminated by the City's efforts to maintain public sidewalks in accordance with this Policy.

City of West Branch

~A Heritage for Success~

Public Works Department

APPENDIX A - SIDEWALK REPAIR PERMIT

Please return to:
City of West Branch Public Works Department
PO Box 218
West Branch, Iowa 52358

DATE: _____

PROPERTY ADDRESS: _____

NAME OF PROPERTY OWNER: _____

DAYTIME PHONE: _____

ADDRESS OF PROPERTY OWNER: _____
(IF DIFFERENT THAN ABOVE) _____

I AM HIRING MY OWN CONTRACTOR

CONTRACTOR NAME: _____

ADDRESS/PHONE NO: _____

I REQUEST THE CITY TO PERFORM THE WORK AND BILL ME ACCORDINGLY-
(I UNDERSTAND THAT AN ADMINISTRATIVE FEE EQUAL TO 25% OF THE TOTAL PROJECT COST
WILL BE ADDED TO THE REPAIR BILL.)

I AM PERFORMING THE WORK MYSELF

=====

SCOPE OF WORK:

RAISING PANEL

REPLACING PANEL

OTHER/EXPLAIN

All work must be inspected and approved by Public Works. Call 319-325-8213 for inspections. Please feel free to contact the City Office (319-643-5888) if you have any questions or need any additional information.

110 N. Poplar St. · PO Box 218 · West Branch, Iowa 52358 · Ph. 319-643-5888
wbpw@westbranchiowa.org · Fax 319-623-2305 · www.westbranchiowa.org

APPENDIX "B"

SIDEWALK REPAIR CODES

<p>1" OR MORE</p> <p>1" OR MORE</p>	<p><u>Repair Code "A"</u></p> <p>The sidewalk has cracked with a vertical edge of (1") one inch or more.</p>
<p>2" OR MORE</p> <p>2" OR MORE</p>	<p><u>Repair Code "B"</u></p> <p>The sidewalk has raised or settled more than (2") two inches in (12') twelve feet from the normal line of grade of the sidewalk.</p>
	<p><u>Repair Code "C"</u></p> <p>The sidewalk has cracked into more than three pieces per 4'x4' square and sections are distorted or distressed with a vertical height difference of (1/2") one-half inch or more, or a horizontal separation of (2") two inches or more or has cracked and part of the sidewalk is missing, forming holes.</p>
	<p><u>Repair Code "D"</u></p> <p>Sidewalk surface has deteriorated to a degree that the surface is gone causing the accumulation of loose material.</p>
<p>1" OR MORE PER FOOT</p>	<p><u>Repair Code "E"</u></p> <p>The sidewalk has settled or for some other reason is sloped or tilted more that (1") one inch per foot toward either side.</p>

APPENDIX "B" Continued

REPAIR CODE A

When inspecting adjacent sidewalk slabs which fall under the standard repair Code A of the Sidewalk Inspection and Repair Policy, the inspector shall determine the defective sidewalk slab to mark for replacement by evaluating the following factors:

1. The sidewalk slab or slabs that most nearly reflects the proper grade or best condition of the adjacent sidewalk slabs should remain.
2. The overall finished alignment of the sidewalk when repair is complete should be the most uniform alignment.
3. The sidewalk slab or slabs that have changed position will be considered for replacement as it has created the hazard and its replacement will provide a more uniform overall sidewalk grade.

REPAIR CODES A, B, OR E

Sidewalk slabs marked as defective under Repair Codes A, B, or E may be repaired without total replacement if the sidewalk slabs are in otherwise good condition and in one piece. The sidewalk slab or slabs may be jacked up and the subgrade excavated or filled and the sidewalk slabs reset to a safe uniform grade condition. Repositioning existing slabs may be done, under the direction of the Public Works Department.

REPAIR CODES C OR D

Sidewalk slabs marked as defective under Repair Codes C or D require complete replacement of these conditions.

UNKNOWN PROPERTY LINES

The inspector will determine as best he/she can, the location of property lines in order to determine the proper owner to send a notice to repair. It is the responsibility of the property owner to notify the City if they have received a notice for property other than theirs. If a defective sidewalk overlaps on two properties, a notice will be sent to both properties and they will share proportionately to their frontage on the defective sidewalk.