

**CITY COUNCIL MEETING AGENDA**  
**Monday, August 1, 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 July 18, 2016 regular City Council Meeting.
  - b. Approve Class C Liquor License (LC) (Commercial) with Outdoor Service and Sunday Sales privileges for Thirsty on 30 Inc. DBA Thirsty on 80.
  - c. Approve Class B Beer Permit (includes wine coolers) with Outdoor Service Herb N Lou's on August 5, 2016 and August 6, 2016.
  - d. Approve Class B Beer Permit (includes wine coolers) with Outdoor Service for the Downunder on August 5, 2016 and August 6, 2016.
  - e. Approve Change Order No. 1 in the amount of \$5,645 and Partial Pay Estimate No. 1 in the amount of \$168,985.52 to Cornerstone Excavating, Inc. for work completed on the 4<sup>th</sup> Street Reconstruction Project through July 8, 2016.
  - f. Approve Change Order No. 1 in the amount of \$892 and Partial Pay Estimate No. 1 in the amount of \$74,061.05 to All American Concrete, Inc. for work completed on the Main Street Sidewalk – Phase 3 Project through July 6, 2016.
  - g. Approve claims.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
  - a. Public Hearing on proposed amendment to the West Branch Zoning Code concerning a rezoning request from Cedars Edge Golf Course.
  - b. First Reading of Ordinance 741, rezoning real property located north of Greenview Drive and East of Cedar-Johnson Road from Agriculture A-1 District to Residence R-1, R-2, and R-3, and Business B-1 Districts./Move to action.
  - c. City Attorney Kevin Olson – Draft Cedars Edge Golf Course Development Agreements
  - d. Resolution 1488, approving a 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.
  - e. Resolution 1505, fix a date of meeting for a public hearing on amending the current budget for the fiscal year ending June 30, 2017./Move to action.
  - f. Resolution 1506, approving a 28E Agreement with the West Branch Community School District for shared maintenance of tract 1 of the pedestrian bridge and trail, generally located south of Main Street between the driveway of 827 W. Main Street and West Branch High School./Move to action.

**CITY COUNCIL MEETING AGENDA**  
**Monday, August 1, 2016 • 7:00 p.m. (continued)**  
**City Council Chambers, 110 North Poplar Street**  
*Action may be taken on any agenda item.*

- g. Resolution 1507, approving a Memorandum of Understanding between the National Park Service – Herbert Hoover National Historic Site, the City of West Branch, Iowa and the West Branch, Iowa Community School District for shared maintenance of tracts 2 and 3 of the pedestrian bridge and trail, generally located south of Main Street between West Branch Ford and the driveway of 827 W. Main Street./Move to action.
- h. Resolution 1508, approving Partial Pay Estimate No. 2 (final) in the amount of \$3,897.95 to All American Concrete, Inc. of West Liberty, IA and accepting the Main Street Sidewalk – Phase 3 Project as substantially completed./Move to action.
- i. Resolution 1509, approving Change Order No. 2 in the amount of \$49,247.50 on the 4<sup>th</sup> Street Reconstruction Project./Move to action.
- 8. City Staff Reports
  - a. Parks and Recreation Director Melissa Russell – Hoover’s Hometown Days
  - b. City Attorney Kevin Olson – Closing Cookson Street west of 348 Cookson Street
- 9. Comments from Mayor and Council Members
  - a. Mayor Roger Laughlin – I-80 Public Meeting
- 10. Adjournment

*(The following is a synopsis of the minutes of the West Branch City Council meeting. A video recording is available for inspection on the City of West Branch Website at [www.westbranchiowa.org/government/council-videos](http://www.westbranchiowa.org/government/council-videos). The minutes are not approved until the next regularly scheduled City Council meeting.)*

**West Branch, Iowa  
Council Chambers**

**City Council Meeting**

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

Mayor Roger Laughlin called the West Branch City Council meeting to order at 7:01 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. Councilperson Brian Pierce was absent. Laughlin welcomed the audience and the following City staff: City Administrator Matt Muckler, City Attorney Kevin Olson, Police Chief Mike Horihan, Parks and Recreation Director Melissa Russell, Public Works Director Matt Goodale Police Officer Cathy Steen and City Engineer Dave Schechinger.

**APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION.**

Approve minutes from the June 22, 2016 Special City Council Meeting.

Approve minutes from the June 27, 2016 Regular City Council Meeting.

Approve Class C Liquor License (LC) (Commercial) with Outdoor Service and Sunday Sales privileges for Mexico Lindo, Inc., DBA: Mexico Lindo Grill and Cantina.

Approve claims.

Motion by Shields, second by Stevenson to approve agenda/consent agenda, with the exception of the \$21,126.28 claim for the Cedar County Auditor. AYES: Shields, Stevenson, Ellyson, Miller. Motion carried.

EXPENDITURES		7/18/2016	
ALLIANT ENERGY	UTILITY SERVICE	8,348.18	
AMAZON	BOOKS & SUPPLIES	1,265.87	
BAKER & TAYLOR INC.	BOOKS	821.41	
BARNHART'S CUSTOM SERVICES	LANDSCAPE GRADING	620.00	
BARRON MOTOR SUPPLY	VEHICLE REPAIRS	61.07	
BUSINESS RADIO SALES	RADIO REPAIR	51.75	
CCEDCO	DUES	6,223.00	
CEDAR COUNTY AUDITOR	DISASTER SERVICES ASSESSMENT	22,126.28	
CEDAR COUNTY RECORDER	RECORDING FEES	46.00	
CEDAR COUNTY TRANSFER STAT	LANDFILL FEE	20.00	
CJ COOPER & ASSOCIATES	ADMIN FEES-DRUG POLICY	115.00	
DEWEYS JACK & JILL	SUPPLIES	134.56	
DORSEY & WHITNEY LLP	LEGAL FEES	10,507.60	
EAST CENT INTERGOVT ASN.	MEMBERSHIP DUES	1,439.64	
EMERGENCY MEDICAL PRODUCT	MEDICAL SUPPLIES	699.11	
FELD FIRE EQUIPMENT CO. IN	REPAIR SERVICE	25.50	
HAWKEYE PHOTO BOOTHS	HHTD ENTERTAINMENT	400.00	
HOSPERS & BROTHER PRINTERS	OFFICE SUPPLIES	178.98	
IHEARTMEDIA	ADVERTISING	314.00	
IMWCA	WORK COMP DEPOSIT	17,141.00	
IOWA COMMUNITIES ASSURANCE	PROPERTY/LIABILITY INSURANCE	40,252.85	
IOWA DEPARTMENT OF NATURAL	PUBLIC WATER SUPPLY ANNUAL FEE	269.70	
IOWA LEAGUE OF CITIES	MEMBERSHIP DUES	1,365.00	
IOWA ONE CALL	LOCATION SERVICE	68.40	
J & M DISPLAYS INC	FIREWORKS	20,000.00	
JOHNSON COUNTY EMERGENCY M	HAZ MAT 28E AGREEMENT	47.50	
JOHNSON COUNTY REFUSE INC.	RECYCLING MAY 2016	7,476.50	
JONNY STAX PRESENTS, INC.	CONSULTING SERVICES	2,000.00	
LINN COUNTY R.E.C.	UTILITY SERVICE	138.00	
LONNIE FULTS	SUMMER CONCERT	450.00	
LYNCH'S EXCAVATING INC	CURB INTAKE-DOWNEY & MAIN	4,486.80	
LYNCH'S PLUMBING INC	HYDRANT@ CEMETERY	615.50	
MIDWEST FRAME & AXLE	VEHICLE REPAIRS	80.73	
MIDWEST JANITORIAL SERVICE	JANITORIAL SERVICE	656.26	
MIDWEST TAPE LLC	DVDS	10.99	
MISCELLANEOUS VENDOR	NEVIN TUCKER:TARPS	132.59	
MOORE'S WELDING INC	EQUIPMENT REPAIR	3,185.00	
OASIS ELECTRIC LLC	BUILDING REPAIRS	86.30	
OLSON, KEVIN D	LEGAL SERVICES	1,500.00	

OVERDRIVE INC	EBOOKS	349.93	
PLUNKETT'S PEST CONTROL IN	PEST CONTROL SERVICE	47.59	
PYRAMID SERVICES INC.	MAINTENANCE SUPPLIES	200.57	
SCIENCE CENTER OF IOWA	LIBRARY PROGRAM	200.00	
THOMAS HEATING & AIR LLC	SERVICE CALL	290.00	
UPSTART	PROGRAM SUPPLIES	133.22	
US BANK CORPORATE CARD	REC SUPPLIES & TRAINING EXP	1,594.31	
US BANK EQUIPMENT FINANCE	COPIER RENT	300.80	
USA BLUE BOOK	SUPPLIES	167.53	
VEENSTRA & KIMM INC.	CASEY'S TURN LANE CONSULTING	17,182.47	
WALMART COMMUNITY/GEMB	MAINTENANCE & PROGRAM SUPPLIES	403.99	
WEST BRANCH ANIMAL CLINIC	BOARDING OF IMPOUNDED ANIMALS	330.00	
WEST BRANCH REPAIRS	VEHICLE REPAIRS	1,252.11	
WEX BANK	VEHICLE & MOWER FUEL	1,566.55	
WINDSTAR LINES INC	BUS CHARTER	<u>959.00</u>	
TOTAL			178,339.14
PAYROLL 7-1-16			39,561.54
PAYROLL 7-15-16			49,815.68
PAID BETWEEN MEETINGS			
ALLYSON SIMPSON	UMPIRE SERVICES	75.00	
CLAIRE BRIDGES	UMPIRE SERVICES	25.00	
COSTCO WHOLESALE	LIBRARY, PARK & REC SUPPLIES	522.88	
CULLIGAN WATER TECHNOLOGIES	WATER SOFTENER SERVICE	34.70	
ETS CORPORATION	WATER & SEWER CREDIT CARD FEES	179.82	
FENNER, COLEMAN	UMPIRE SERVICES	100.00	
HOLLYWOOD GRAPHICS	YOUTH SPORTS SUPPLIES	660.71	
IOWA CITY FENCING CENTER	DAYCAMP ACTIVITY	390.00	
LUNA, JOHN	SUMMER CONCERT	1,326.29	
MAURICE EDWARD ENGLISH	SUMMER CONCERT	600.00	
MAX LIPNICK	SUMMER CONCERT	500.00	
MISCELLANEOUS VENDORS	REFUNDS	90.44	
PITNEY BOWES GLOBAL FINANCE	EQUIPMENT RENTAL	120.00	
PITNEY BOWES INC	COPIER RENTAL	180.00	
PITNEY BOWES PURCHASE POWER	POSTAGE	503.50	
PLUNKETT'S PEST CONTROL	PEST CONTROL	47.59	
QUILL CORP	OFFICE SUPPLIES	85.35	
ROBERT WALLACE	SUMMER CONCERT	850.00	
TISINGER, MATT	REFUND	6,365.93	
UPS	SHIPPING	54.06	
US BANK CORPORATE CARD	SUPPLIES	732.61	
WINDSTAR LINES INC	BUS CHARTER	<u>1,238.00</u>	
TOTAL			<u>14,681.88</u>
GRAND TOTAL EXPENDITURES			282,398.24
FUND TOTALS			
001 GENERAL FUND	141,562.60		
022 CIVIC CENTER	341.04		
031 LIBRARY	14,484.36		
036 TORT LIABILITY	43,329.51		
110 ROAD USE TAX	4,559.23		
112 TRUST AND AGENCY	15,116.66		
306 4TH ST IMPROVEMENTS PROJ	7,388.76		
307 MAIN ST INTERSECTION IMP	2,022.61		
310 COLLEGE STREET BRIDGE	6,635.10		
600 WATER FUND	23,805.00		
610 SEWER FUND	18,666.57		
740 STORM WATER UTILITY	<u>4,486.80</u>		
GRAND TOTAL		282,398.24	

## COMMUNICATIONS/OPEN FORUM

City Engineer Dave Schechinger – Provided an update on partial payments requested by vendors for the Main Street Sidewalk Phase 3 Project and the 4<sup>th</sup> Street Reconstruction Project. Council expressed willingness to pay these claims in between meetings.

Police Chief Mike Horihan – Discussed a request that came from residents concerning yield signs at the intersection of Greenview Drive and Greenview Circle. Council expressed support for the installation of the signage.



## **PUBLIC HEARING/NON-CONSENT AGENDA**

### Superintendent Pete Swisher, Herbert Hoover National Historic Site - National Park Service Update

Swisher stated that crews were working to complete the Parkside Drive Project as soon as possible and ensured the Council that there would be no traffic delays on Hoover's Hometown Days. Swisher invited the public to attend the last two Music on the Green Concerts on July 21<sup>st</sup> and July 28<sup>th</sup>. Swisher announced that a deputy director from the National Park Service Washington D.C. Office will attend Hoover's Hometown Days this year.

### Mr. Jerry Sexton – Presentation of Cedars Edge Golf Course Zoning Exhibit and Discussion of Development Agreement

Sexton presented his plan for rezoning and invited the Council to attend the Planning and Zoning Meeting scheduled for July 26, 2016. Sexton stated that he would like to bring the zoning change before the Council for their consideration at the August 1, 2016 Council Meeting. Sexton requested assistance with road improvements on County Line Road north of Greenview Drive. Councilperson Stevenson stated that having the golf course in West Branch is important and thanked Mr. Sexton for his investment. Stevenson stated her willingness to fund a portion, but not all, of the cost of improving County Line Road north of Greenview Drive. Councilperson Miller stated that the City would not be required to construct a banquet facility as part of the new community center planned to be constructed in the future at the park space in Pedersen Valley if Sexton constructs a similar facility at Cedars Edge Golf Course, saving the City on future construction costs. Miller spoke in favor of assisting Sexton with road improvements, but stated that the water main should be constructed at Sexton's expense. Muckler stated that this discussion will assist in the creation of a development agreement.

### Ms. Vanessa Fixmer-Oraiz, HBK Engineering, LLC – Lions Field Creek Restoration Project

Fixmer-Oraiz briefed the Council on a public meeting concerning the project which took place on June 13, 2016. There was a good turnout from residents and some confusion about the purpose of the project. Fixmer-Oraiz told the residents that the purpose of the project is not to reduce flooding at nearby homes, rather to control erosion on the creek and improve water quality. Fixmer-Oraiz stated that residents wanted to address who would maintain the land adjacent to the project area and some residents expressed an interest in purchasing land from the City. Fixmer-Oraiz discussed possible scenarios to address ownership and maintenance issues including the potential for the City to dedicate 20 or 30 feet of land to each landowner. Fixmer-Oraiz also discussed proposed creek bank restoration BMP's with residents. Mayor Laughlin expressed support for the trail to be constructed on the west side of the creek and stated that the Stream Team 2 was working to identify locations to install flood retention structures upstream to reduce flooding in the future. Councilperson Stevenson complimented Fixmer-Oraiz on the presentation and stated that this project, while not reducing flooding, would make the area more flood resilient and reduce erosion of the creek. City Attorney Olson advised the Council that turning over any land to residents in this project area could place those residents in the position of having to obtain flood insurance and therefore advised the Council against this approach.

### Third 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.

School Board President Mike Colbert spoke in favor of the ordinance on behalf of the West Branch Community School District. Colbert stated that the project would help grow West Branch and provide employment opportunities for residents. Colbert stated that he would be opposed to an entrance to the parcel from Main Street, but would support an entrance located on County Line Road. Bruce Barnhart, owner of Barnhart's Custom Services, 412 E. Main Street, West Branch, IA, stated his support for the ordinance. Brad Larson, KLM partner, spoke on behalf of KLM Investments, Inc. in favor of the ordinance. Mayor Laughlin asked if the developer was still interested in bringing assisted living to the parcel at the intersection of Main Street and County Line Road. Larson stated that KLM was still interested and working to bring an assisted living facility to this parcel. Councilperson Shields thanked KLM for providing the Council with extensive information on this rezoning request.

Motion by Stevenson, second by Shields to approve third reading of Ordinance 739. AYES: Stevenson, Shields, Miller, Ellyson. Motion carried.

## **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 18th day of July, 2016.

Read First Time: May 2, 2016

Read Second Time: June 27, 2016

Read Third Time: July 18, 2016

\_\_\_\_\_  
Roger Laughlin, Mayor

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

Third Reading of Ordinance 740, amending Chapter 165 "Zoning Regulations."/Move to action.

Motion by Ellyson, second by Miller to approve third reading of Ordinance 740. AYES: Ellyson, Miller, Shields, Stevenson. Motion carried.

#### **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 18th day of July, 2016.

First Reading: June 6, 2016

Second Reading: June 27, 2016

Third Reading: July 18, 2016

---

Roger Laughlin, Mayor

Attest: \_\_\_\_\_

Matt Muckler, City Administrator/Clerk

Resolution 1497, approving a “Wellness Policy” section in the City of West Branch, Iowa Employee Handbook./Move to action.

Councilperson Shields stated that it might be worthwhile to consider including elected officials as a part of this policy in the future. Motion by Ellyson, second by Miller to approve Resolution 1497. AYES: Ellyson, Miller, Stevenson, Shields. Motion carried.

Resolution 1502, hiring a youth counselor as a temporary Parks and Recreation employee for the City of West Branch, Iowa and setting the salary for the position for the fiscal year 2016-2017./Move to action.

Russell stated that this hire was needed for summer day camp. Councilperson Miller encouraged Russell to increase staffing in the coming year to ensure that adequate supervision is provided for every Parks and Recreation program. Miller stated that at least two paid staff should be part of every program than the City sponsors. Muckler stated that the City Council could consider additional part-time staffing in the coming year.

Motion by Miller, second by Shields to approve Resolution 1502. AYES: Miller, Shields, Stevenson, Ellyson. Motion carried.

Resolution 1503, approving advertising agreement with KCJJ./Move to action.

Mayor Laughlin approached KCJJ about advertising Hoover’s Hometown Days and encouraged Council approval. Laughlin stated that this agreement would cost \$1,000 and also includes interviews with elected officials and other community members.

Motion by Ellyson, second by Stevenson to approve Resolution 1503. AYES: Ellyson, Stevenson, Shields, Miller. Motion carried.

Resolution 1504, approving a 28E agreement with the West Branch Community School District to employ a School Resource Officer./Move to action.

School Board President Mike Colbert spoke in favor of the resolution on behalf of the West Branch Community School District. President Colbert stated that Chief Horihan and Officer Steen attended the June School Board Meeting and presented a proposal. Colbert reported that the School Board recently voted unanimously in favor of

the 28E Agreement. Colbert stated that the School District has a great relationship with the West Branch Police Department and that this 28E Agreement would be a further extension of that partnership. Colbert also touted Officer Steen's sixteen years' experience. Councilperson Shields spoke in favor of the 28E Agreement, stating that it would be a great resource that would help children in the community and police officers get to know each other. Shields also stated that this agreement was another example of the partnership between the City and the School District. Councilperson Stevenson spoke in favor of the resolution. Stevenson asked about Officer Steen's uniform. Chief Horihan stated that the SRO would wear a casual police uniform and discussed Officer Steen's qualifications, training and impressive educational background. Councilperson Ellyson spoke in favor of the 28E Agreement and felt that it would help children be more comfortable in approaching law enforcement officers when they need assistance. Muckler stated that all of our police officers would continue to be part of the City's community policing programs and would have a continued presence in the School District. Superintendent Kevin Hatfield also spoke in favor of the resolution. Hatfield complimented the City's police officers and stated that the School District will continue to dealing with the day-to-day discipline in the schools and that police officers are pulled into discipline situations on rare occasions. Hatfield stated that this agreement would provide great benefits to the students. Motion by Stevenson, second by Shields to approve Resolution 1504. AYES: Stevenson, Shields, Miller, Ellyson. Motion carried.

## **CITY STAFF REPORTS**

### City Administrator Matt Muckler – ICAP Policy Recommendations

Muckler briefed the Council on recommendations from ICAP which included installing back-up power at the water plant, procuring insurance certificates from groups organizing events in town, and tracking maintenance records for all city vehicles.

### Public Works Director Matt Goodale – CIP Construction Update

Goodale update the Council on the 4<sup>th</sup> Street Reconstruction Project and the Main Street Intersection and Sidewalk Improvements Project and discussed the water main in the project area. Councilperson Miller spoke in favor of replacing the section of water main from Northridge to Cargill. Mayor suggested to replace the line with a 12" line. Goodale reported that this repair would need to be paid for with capital improvement project funds.

### Public Works Director Matt Goodale – Erosion Control at the Park Space in Pedersen Valley

Goodale suggested that the new park space in Pedersen Valley was seeded to reduce erosion on the site. Mayor Laughlin spoke in favor of this approach.

### Public Works Director Matt Goodale – IDNR Wastewater Recommendations

Goodale reported that the DNR recommended repair of a curtain separating the second cell in the wastewater lagoons, repair of several leaks in the aeration piping, installation of a basket where influent enters the headworks of the wastewater system, and continued lining and grouting of the collection system.

### Parks and Recreation Director Melissa Russell – Hoover's Hometown Days 2016

Russell provided the Council with the highlights of the 2016 Hoover's Hometown Days Celebration.

## **COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Mayor Laughlin reported that the Stream Team 2 met last week and is working on identifying areas that could accommodate flood retention structures upstream from West Branch in the watershed. Laughlin also reported on discussions with the IDOT on interstate signage on barns and silos.

## **ADJOURNMENT**

Motion to adjourn regular meeting by Shields, second by Ellyson. Motion carried on a voice vote. City Council meeting adjourned at 9:18 p.m.

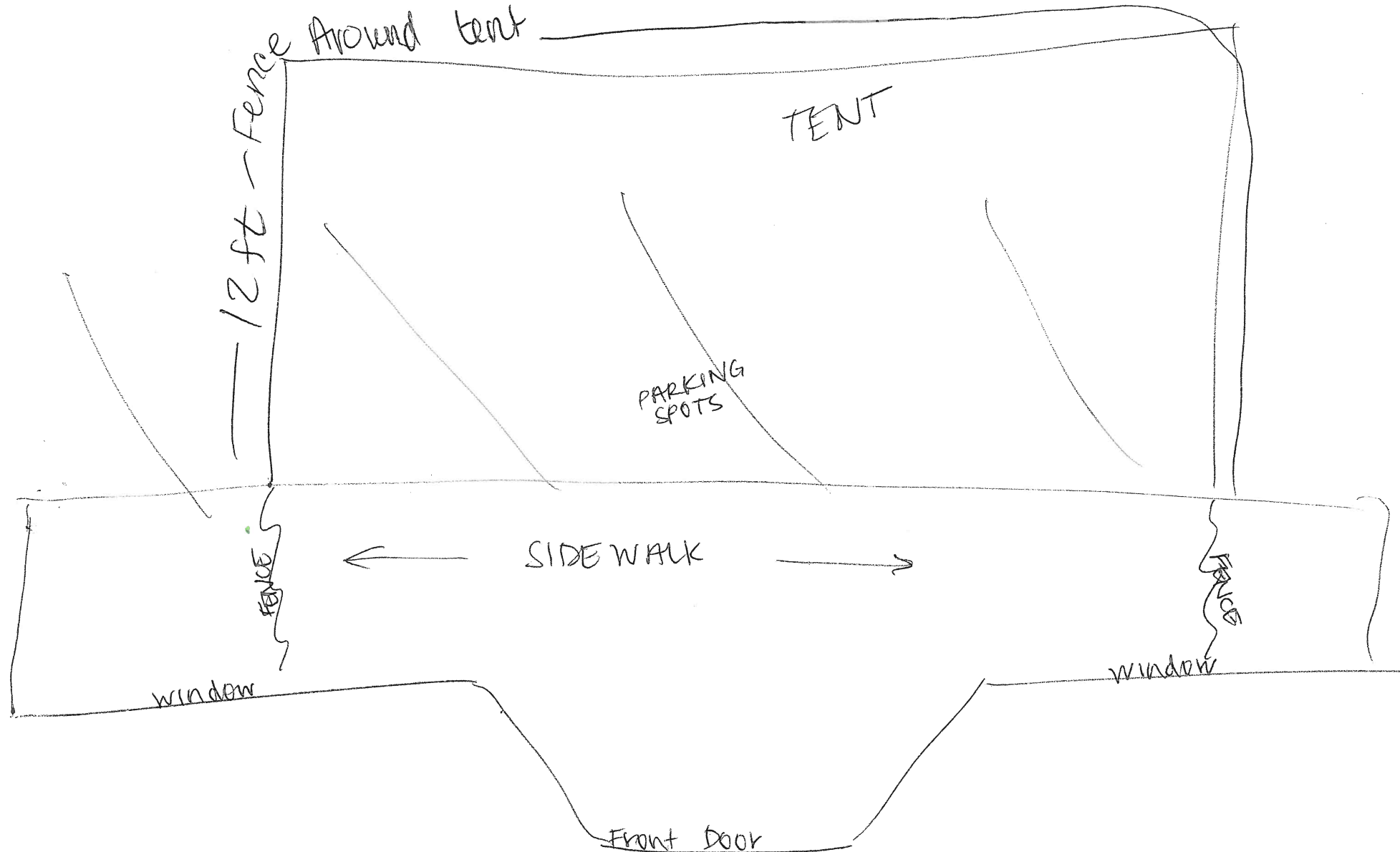
---

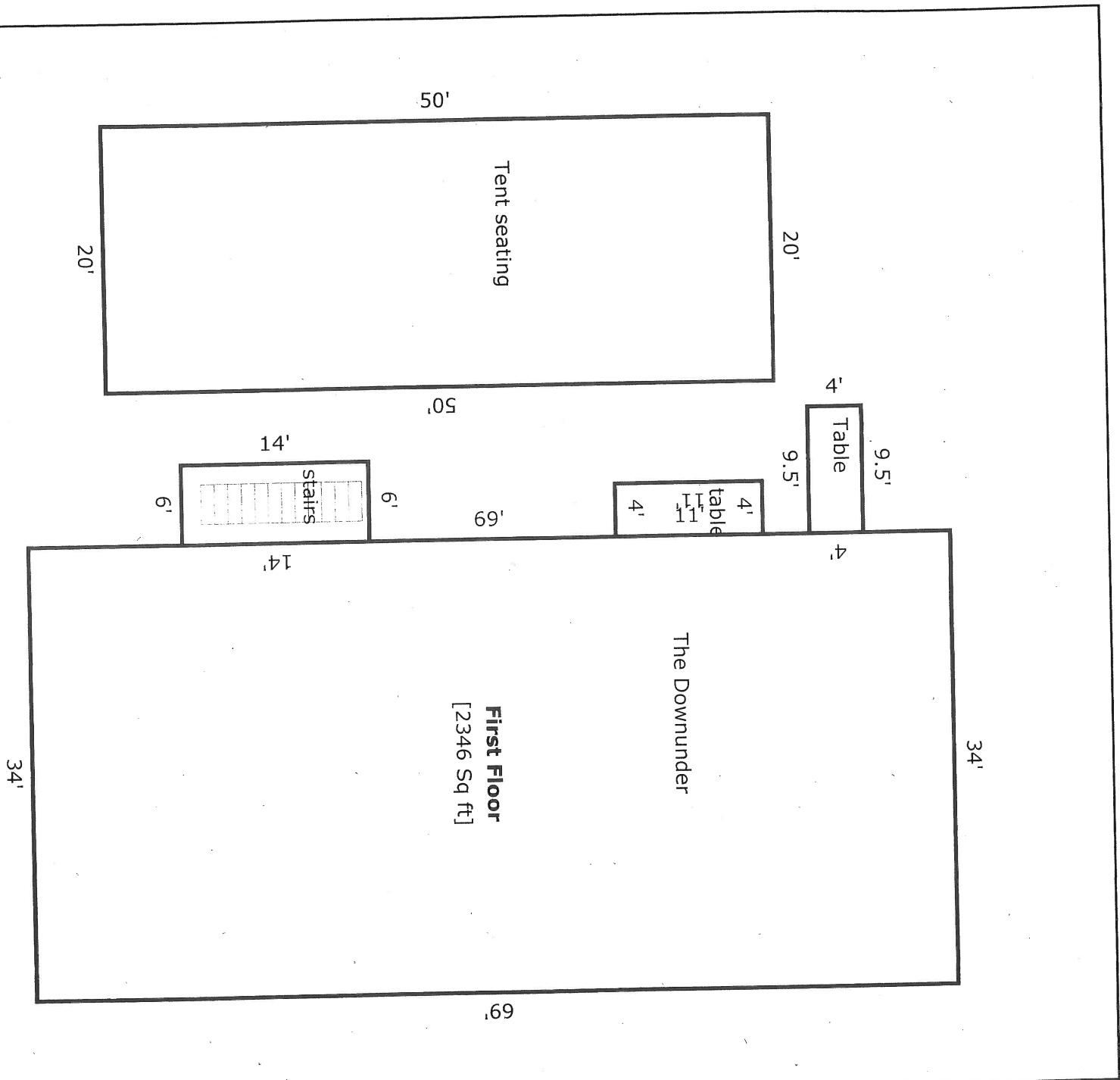
Roger Laughlin, Mayor

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

Herb & Lou's HHTD 2016

Beer Garden/Tent sketch.







July 12, 2016

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

WEST BRANCH, IOWA  
4<sup>th</sup> STREET RECONSTRUCTION  
PARTIAL PAY ESTIMATE NO. 1  
CHANGE ORDER NO. 1

Enclosed is one copy of Partial Payment Estimate No. 1 for work completed June 13, 2016 to July 8, 2016 under the contract between the City of West Branch and Cornerstone Excavating, Inc. Also enclosed is one copy of Change Order No. 1.

We have reviewed the estimate and recommend payment to Cornerstone Excavating, Inc. in the amount of \$168,985.52. We are also recommending the City of West Branch approve Change Order No. 1. Please arrange for approval of Change Order No. 1 prior to considering Partial Pay Estimate No. 1.

By separate cover we have forwarded three copies of Partial Payment Estimate No. 1 and Change Order No. 1 to Cornerstone Excavating, Inc. for signature and return to the City of West Branch.

Please sign all copies of the partial payment estimates and change orders forwarded to you by Cornerstone Excavating, Inc. in the spaces provided and return one signed copy to our office and one copy to Cornerstone Excavating, Inc. with payment.

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

VEENSTRA & KIMM, INC.

Eric Gould  
EDG:mmc  
368170  
Enclosure

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

July 12, 2016

**PAY ESTIMATE NO. 1**  
**4th STREET RECONSTRUCTION**  
**WEST BRANCH, IOWA**Cornerstone Excavating, Inc.  
1320 W. Main Street; P.O. Box 928  
Washington, IA 52353Contract Amount \$756,332.50  
Contract Date April 4, 2016  
Pay Period June 13, 2016 - July 8, 2016**BID ITEMS**

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Clear + Grubb	Unit	10	\$ 200.00	\$ 2,000.00	3	\$ 600.00
2	Excavation, CL 10, Rdwy + Borrow	CY	2,486	\$ 8.25	\$ 20,509.50		\$ -
3	Excavation, CL 10, Unsuit/Unstab Mat'l	CY	3,091	\$ 25.75	\$ 79,593.25		\$ -
4	Excavation, CL 13, Rdwy + Borrow	CY	565	\$ 8.25	\$ 4,661.25		\$ -
5	Topsoil, Strip, Salvage + Spread	CY	700	\$ 10.00	\$ 7,000.00		\$ -
6	Subgrade Stabil Mat'l	SY	239	\$ 14.00	\$ 3,346.00	239	\$ 3,346.00
7	Subgrade Stabil Mat'l, Polymer Grid	SY	239	\$ 3.50	\$ 836.50	239	\$ 836.50
8	Modified Subbase	CY	1,116	\$ 33.50	\$ 37,386.00		\$ -
9	Relocation Of Mail Box	Ea.	13	\$ 250.00	\$ 3,250.00		\$ -
10	STD/S-F PCC Pav't, CL C CL 3, 7"	SY	3,853	\$ 40.00	\$ 154,120.00		\$ -
11	HMA Comm Mix (Incl Asph Binder)	Ton	176	\$ 103.00	\$ 18,128.00		\$ -
12	Granular Surf On Rd, CL A CR Stone	Ton	280	\$ 19.75	\$ 5,530.00		\$ -
13	Rmvl of Exist Struct	LS	4	\$ 2,000.00	\$ 8,000.00	6	\$ 12,000.00
14	Apron, Conc, 15"	Ea.	2	\$ 875.00	\$ 1,750.00	2	\$ 1,750.00
15	Apron, Conc, 18"	Ea.	2	\$ 1,000.00	\$ 2,000.00	2	\$ 2,000.00
16	Apron, Conc, 42"	Ea.	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
17	Modular Block Retain Wall	SF	50	\$ 50.00	\$ 2,500.00		\$ -
18	Manhole, San SWR, SW-301, 48"	Ea.	2	\$ 3,200.00	\$ 6,400.00		\$ -
19	Manhole, Storm SWR, SW-401, 48"	Ea.	1	\$ 3,125.00	\$ 3,125.00		\$ -
20	MH, Storm SWR, SW-403, Well Only	Ea.	1	\$ 7,800.00	\$ 7,800.00		\$ -
21	MH, Storm SWR, SW-403, Top Only	Ea.	1	\$ 2,500.00	\$ 2,500.00		\$ -
22	Manhole, Storm SWR, SW-404	Ea.	2	\$ 7,800.00	\$ 15,600.00	2	\$ 15,600.00
23	Intake, SW-508	Ea.	6	\$ 4,575.00	\$ 27,450.00	2	\$ 9,150.00
24	Intake, SW-510	Ea.	8	\$ 5,800.00	\$ 46,400.00	6	\$ 34,800.00
25	Intake, SW-512, 24"	Ea.	1	\$ 1,875.00	\$ 1,875.00	1	\$ 1,875.00
26	Intake, SW-513	Ea.	1	\$ 5,600.00	\$ 5,600.00	1	\$ 5,600.00
27	Connection To Exist Intake	Ea.	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
28	Subdrain, Longitudinal, (Shld) 6"	LF	1,470	\$ 9.50	\$ 13,965.00		\$ -
29	Subdrain Outlet, DR-303	Ea.	2	\$ 175.00	\$ 350.00		\$ -
30	Storm SWR G- Main, Tr, PVC, 8"	LF	58	\$ 39.50	\$ 2,291.00		\$ -
31	Storm SWR G-Main, Tr, RCP, 12"	LF	130	\$ 46.00	\$ 5,980.00	77	\$ 3,542.00
32	Storm SWR G-Main, Tr, RCP, 15"	LF	346	\$ 48.00	\$ 16,608.00	85	\$ 4,080.00
33	Storm SWR G-Main, Tr, RCP, 18"	LF	421	\$ 50.00	\$ 21,050.00	226	\$ 11,300.00



	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
34	Storm SWR G-Main, Tr, RCP, 42"	LF	170	\$ 130.50	\$ 22,185.00	170	\$ 22,185.00
35	Rmv Storm SWR Pipe LE 36"	LF	484	\$ 20.00	\$ 9,680.00	170	\$ 3,400.00
36	Rmv Storm SWR Pipe GT 36"	LF	88	\$ 30.00	\$ 2,640.00	88	\$ 2,640.00
37	San SWR G-Main, Tr, PVC, 8"	LF	195	\$ 41.50	\$ 8,092.50		\$ -
38	Rmvl of Pav't	SY	1,550	\$ 9.50	\$ 14,725.00		\$ -
39	Rmvl of Sidewalk	SY	52	\$ 7.50	\$ 390.00		\$ -
40	Sidewalk, PCC, 4"	SY	527	\$ 35.00	\$ 18,445.00		\$ -
41	Detectable Warning	SF	80	\$ 36.00	\$ 2,880.00		\$ -
42	Driveway, PCC, 6"	SY	232	\$ 40.00	\$ 9,280.00		\$ -
43	Driveway, PCC, 7"	SY	1,051	\$ 40.00	\$ 42,040.00		\$ -
44	Rmv + Reinstall Sign	Ea.	6	\$ 200.00	\$ 1,200.00		\$ -
45	Construction Survey	LS	1	\$ 10,000.00	\$ 10,000.00	0.5	\$ 5,000.00
46	Traffic Control	LS	1	\$ 5,500.00	\$ 5,500.00	0.5	\$ 2,750.00
47	Mobilization	LS	1	\$ 48,500.00	\$ 48,500.00	0.5	\$ 24,250.00
48	Water Main, Trenched, PVC, 8"	LF	75	\$ 36.50	\$ 2,737.50		\$ -
49	Fittings By Count, DI, MJ	Ea.	12	\$ 450.00	\$ 5,400.00		\$ -
50	Valve Box Extension	Ea.	2	\$ 300.00	\$ 600.00		\$ -
51	Fire Hydrant Assembly, WM-201	Ea.	3	\$ 3,600.00	\$ 10,800.00		\$ -
52	Seed + Fertilize (Urban)	Acre	1	\$ 4,800.00	\$ 4,800.00		\$ -
53	Spec. Ditch Control, Wood Excels. Mat	SQ	30	\$ 20.00	\$ 600.00		\$ -
54	Silt Fence	LF	911	\$ 2.00	\$ 1,822.00	140	\$ 280.00
55	Rmvl of Silt Fence/Fenc-Ditch Check	LF	911	\$ 0.50	\$ 455.50		\$ -
56	Maint of Silt Fenc/Fenc-Ditch Check	LF	911	\$ 0.50	\$ 455.50		\$ -
57	Mobilization, Erosion Control	Ea.	1	\$ 500.00	\$ 500.00	0.5	\$ 250.00
Contract Price:					\$ 756,332.50		\$ 172,234.50

MATERIALS STORED SUMMARY				
	Description	# of Units	Unit Price	Extended Cost
Total				\$ -

## SUMMARY

		Total Approved	Total Completed
Contract Price		\$ 756,332.50	\$ 172,234.50
Approved Change Order (list each)	Change Order No. 1	\$ 5,645.00	\$ 5,645.00
Revised Contract Price		\$ 761,977.50	\$ 177,879.50

Stored

Total Earned \$ 177,879.50

Retainage (5%) \$ 8,893.98

Total Earned Less Retainage \$ 168,985.52

Total Previously Approved (list each)			

Total Previously Approved \$ -

Percent Complete 23%

Amount Due This Request \$ 168,985.52

The amount \$168,985.52 is recommended for approval for payment in accordance with the terms of the contract.

**Prepared By:**  
Cornerstone Excavating, Inc.

**Recommended By:**  
Veenstra & Kimm, Inc.

**Approved By:**  
West Branch, Iowa

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Eric Gould

Name: \_\_\_\_\_

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

Title: Engineer

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

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

Date: July 12, 2016

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



# VEENSTRA & KIMM, INC.

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

July 12, 2016

CHANGE ORDER NO. 1

4<sup>th</sup> STREET RECONSTRUCTION  
WEST BRANCH, IOWA

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

- |  |                     |                           |
|--|---------------------|---------------------------|
| 1. Additional labor, equipment and materials to install<br>6" C-900 PVC connection | LS                  | \$ 1,655.00               |
| 2. Additional Storz hydrant nozzles  | 3 Ea. @ \$215/Ea.   | \$ 645.00                 |
| 3. Additional labor to install hydrant valves                                      | 2 Ea. @ \$200/Ea.   | \$ 400.00                 |
| 4. Additional labor, equipment and materials to convert<br>SW-508-5 to a SW-541    | 1 Ea. @ \$2,950/Ea. | \$ 2,950.00               |
|  |                     | Total: \$ <u>5,645.00</u> |

Change Order No. 1 increases the contract amount by \$ 5,645.00.

**CORNERSTONE EXCAVATING, INC.**

**CITY OF WEST BRANCH, IOWA**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

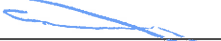
Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By  \_\_\_\_\_

By \_\_\_\_\_

Title Project Engineer

Title \_\_\_\_\_

Date July 12, 2016

Date \_\_\_\_\_



**VEENSTRA & KIMM, INC.**

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

July 12, 2016

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

WEST BRANCH, IOWA  
MAIN STREET SIDEWALK – PHASE 3  
PARTIAL PAY ESTIMATE NO. 1  
CHANGE ORDER NO. 1

Enclosed is one copy of Partial Payment Estimate No. 1 for work completed June 27, 2016 to July 6, 2016 under the contract between the City of West Branch and All American Concrete, Inc. Also enclosed is one copy of Change Order No. 1.

We have reviewed the estimate and recommend payment to All American Concrete, Inc. in the amount of \$74,061.05. We are also recommending the City of West Branch approve Change Order No. 1. Please arrange for approval of Change Order No. 1 prior to considering Partial Pay Estimate No. 1.

By separate cover we have forwarded three copies of Partial Payment Estimate No. 1 and Change Order No. 1 to All American Concrete, Inc. for signature and return to the City of West Branch.

Please sign all copies of the partial payment estimates and change orders forwarded to you by All American Concrete, Inc. in the spaces provided and return one signed copy to our office and one copy to All American Concrete, Inc. with payment.

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

VEENSTRA & KIMM, INC.

Eric Gould  
EDG:mmc  
368201  
Enclosure

West Des Moines • Coralville • Omaha • Moline • Mason City • Sioux City • Liberty



# VEENSTRA & KIMM, INC.

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

July 12, 2016

**PAY ESTIMATE NO. 1**  
**MAIN STREET SIDEWALK - PHASE 3**  
**WEST BRANCH, IOWA**

All American Concrete, Inc.  
1489 Highway 6  
West Liberty, IA 52776

Contract Amount \$77,067.00  
Contract Date June 6, 2016  
Pay Period June 27, 2016 - July 6, 2016

## BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Mobilization	LS	xxxxx	xxxxx	\$ 7,500.00	100%	\$ 7,500.00
2	Construction Staking	LS	xxxxx	xxxxx	\$ 2,500.00	100%	\$ 2,500.00
3	Traffic Control	LS	xxxxx	xxxxx	\$ 4,500.00	100%	\$ 4,500.00
4	Pavement Removal						
	4.1 HMA Pavement	SY	66	\$ 14.60	\$ 963.60	66	\$ 963.60
	4.2 PCC Curb & Gutter	LF	240	\$ 5.00	\$ 1,200.00	240	\$ 1,200.00
	4.3 Sidewalk	SY	236	\$ 14.40	\$ 3,398.40	236	\$ 3,398.40
5	Mill 2" HMA	SY	293	\$ 16.00	\$ 4,688.00	293	\$ 4,688.00
6	Fixture Adjustments						
	6.1 Water Valve	Ea.	3	\$ 360.00	\$ 1,080.00	3	\$ 1,080.00
	6.2 Manhole	Ea.	2	\$ 440.00	\$ 880.00	2	\$ 880.00
7	Modified Subbase	CY	100	\$ 68.50	\$ 6,850.00	100	\$ 6,850.00
8	HMA 1M Pavement	Tons	72	\$ 160.00	\$ 11,520.00	72	\$ 11,520.00
9	6" PCC Sidewalk	SY	252	\$ 77.50	\$ 19,530.00	252	\$ 19,530.00
10	Curb & Gutter	LF	263	\$ 43.00	\$ 11,309.00	263	\$ 11,309.00
11	Detectable Warning - Curb Ramp	SF	28	\$ 41.00	\$ 1,148.00	28	\$ 1,148.00
Contract Price:					\$ 77,067.00		\$ 77,067.00

## SUMMARY

		Total Approved	Total Completed
Contract Price		\$ 77,067.00	\$ 77,067.00
Approved Change Order (list each)	Change Order No. 1	\$ 892.00	\$ 892.00
Revised Contract Price		\$ 77,959.00	\$ 77,959.00

Stored

Total Earned \$ 77,959.00

Retainage (5%) \$ 3,897.95

Total Earned Less Retainage \$ 74,061.05

Total Previously Approved (list each)			

Total Previously Approved \$ -

Amount Due This Request \$ 74,061.05

Percent Complete 100%

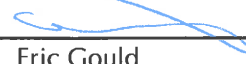
The amount \$74,061.05 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:  
All American Concrete, Inc.

Recommended By:  
Veenstra & Kimm, Inc.

Approved By:  
West Branch, Iowa

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature:   
Name: Eric Gould  
Title: Engineer  
Date: July 12, 2016

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# VEENSTRA & KIMM, INC.

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

July 12, 2016

CHANGE ORDER NO. 1

MAIN STREET SIDEWALK – PHASE 3  
WEST BRANCH, IOWA

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

1. Additional labor, equipment, and materials to backfill and seed a small area on the north end of Downey Street behind the sidewalk. LS \$ 300.00
  2. Additional labor and materials to fill void between the curb and road with rock for the 4<sup>th</sup> of July weekend due to safety concerns.
    - a. Labor – 4 employees 3 hrs each @ \$40/hr \$ 480.00
    - b. Materials and delivery – rock 7 tons @ \$16/ton \$ 112.00
- Total: \$ 892.00

Change Order No. 1 increases the contract amount by \$ 892.00.

**ALL AMERICAN CONCRETE, INC.**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF WEST BRANCH, IOWA**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

By  \_\_\_\_\_

Title Project Engineer

Date July 12, 2016

**ATTEST:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**EXPENDITURES****8/1/2016**

B & B EVENTS	B & B EVENTS-HHTD ENTERTAINMEN	8,000.00
BP AMOCO	VEHICLE FUEL	241
CEDAR CO SHERIFF'S OFFICE	SERVICE 07161WBCIC000117	97.08
CEDAR COUNTY CLERK OF COUR	COURT COSTS 07161WBC000115	85
CENTURION TECHNOLOGIES INC	SOFTWARE LICENSES	88
CHARLES E ALLEN	CHARLES E ALLEN-HHTD ENTERTAIN	250
COMPUTER PROJECTS OF IL IN	SOFTWARE LICENSE & MAINTENANCE	343.2
CY'S TREE SERVICE	TREE REMOVAL 4TH ST INTERSECTI	12,750.00
DIAMOND VOGEL PAINTS	DIAMOND VOGEL PAINTS	565.5
DORSEY & WHITNEY LLP	LEGAL FEES	8,036.24
EDGAR, GORDON	TRAVEL EXPENSE & POSTAGE	191.87
FELD FIRE EQUIPMENT CO. IN	EQUIPMENT MAINTENANCE SERVICE	600
FLYING HOUNDZ FRIZBEE LLC	FLYING HOUNDZ FRIZBEE LLC-HHTD	2,062.50
FREEMAN LOCK & ALARM INC	KEYS	11.25
GOERDT, TERENCE J	INSPECTION SERVICES	315
GRIMM, DAVID E	GRIMM, DAVID E-HHTD PONY RIDES	1,200.00
HAWKINS INC	CHEMICALS	1,156.32
HBK ENGINEERING LLC	309 PH I PARK IMPROVEMENTS	7,482.20
HY-VEE ACCOUNTS RECEIVABLE	PROGRAM SUPPLIES	47.34
IMWCA	WORKMEN'S COMPENSATION INSURAN	5,140.00
INTERNATIONAL INST OF MUNI	MEMBERSHIP FEE	180
IOWA DEPARTMENT OF PUBLIC	ON-LINE WARRANTS SYSTEM	1,200.00
ISWEP	MEMBERSHIP DUES	530.6
JOEY DEAN WENNDT	FIRE TRAINING	150
JOHN DEERE FINANCIAL	SUPPLIES & EQUIPMENT	625.78
KEVIN R. BURT	KEVIN R. BURT-HHTD ENTERTAINM	1,200.00
KOCH BROTHERS INC	OFFICE SUPPLIES	312.77
L. L. PELLING CO. INC	STREET REPAIRS	54,025.05
LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	1,206.88
LYNCH'S PLUMBING INC	4TH ST IMPROVEMENTS	615
MEDIACOM	CABLE SERVICE	40.9
MESSENGER, BRETT	MESSENGER, BRETT-HHTD ENTERTAI	850
MIDWEST INFLATABLES	MIDWEST INFLATABLES-HHTD ENTER	9,000.00
MIDWEST JANITORIAL SERVICE	JANITORIAL SERVICE	656.26
MUNICIPAL SUPPLY INC.	MAINTENANCE SUPPLIES	21,599.70
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	730
QUILL CORP	OFFICE SUPPLIES	133.75
RICK EUGENE	RICK EUGENE-HHTD ENTERTAINMENT	150
ROBERT HUNT	ROBERT HUNT-HHTD ENTERTAINMENT	500
RUSSELL, MELISSA	PROGRAM SUPPLIES	127.27
S & S FLATWORK LLC	SIDEWALK REPLACEMENT	9,135.00
SID V & THE HUMAN RESOURCE	SID V & THE HUMAN RESOURCES-HH	450
STAGG, PAUL	PHONE CHARGER	19.25
STATE HYGIENIC LAB	LAB ANALYSIS	25
SUPPLYWORKS	MAINTENANCE SUPPLIES	33.38
THE IOWA CHILDREN'S MUSEUM	RECREATION ACTIVITIES	297.5
TIPTON ELECTRIC MOTORS	EQUIPMENT REPAIR	142.48
TYLER TECHNOLOGIES	TRAINING	9,128.00
VEENSTRA & KIMM INC.	CASEY'S TURN LANE CONSULTATION	36,823.31
VERIZON WIRELESS	TELEPHONE SERVICE	822.08
WEST BRANCH FORD	VEHICLE REPAIRS	152.57
WEST BRANCH TIMES	LEGAL NOTICES & ADVERTISING	3,361.12
WOOD PRODUCTS OF IOWA L.L.	GRIND TREE WASTE	8,215.00
<b>TOTAL</b>		<b>211,101.15</b>

<b>EXPENDITURES</b>		<b>7/18/2016</b>	
CEDAR COUNTY AUDITOR	DISASTER SERVICES & SOLID WASTE ASSESSMENT		22,126.28
<b>PAID BETWEEN MEETINGS</b>			
ALL AMERICAN CONCRETE INC	MAIN STREET SIDEWALK IMPROVEMENTS PH 3		74,061.05
BROWN'S WEST BRANCH	VEHICLE MAINTENANCE		20.65
CORNERSTONE EXCAVATING INC	4TH ST IMPROVEMENTS PROJ		168,985.52
PITNEY BOWES	POSTAGE		500.00
UPS	SHIPPING		48.19
<b>TOTAL</b>			<b>243,615.41</b>
<b>PAYROLL 7-29-16</b>			<b>40,836.68</b>
<b>GRAND TOTAL EXPENDITURES</b>			<b>495,553.24</b>
<b>FUND TOTALS</b>			
001 GENERAL FUND			73,302.38
022 CIVIC CENTER			270.86
031 LIBRARY			5405.5
036 TORT LIABILITY			4,325.60
110 ROAD USE TAX			65,930.42
112 TRUST AND AGENCY			4,421.96
160 REVOLVING LOAN FUND			86,028.14
306 4TH ST IMPROVEMENTS PROJ			180,303.20
307 MAIN ST INTERSECTION IMP			14,082.00
309 PHASE I PARK IMPROVEMENTS			1,240.00
310 COLLEGE STREET BRIDGE			6,635.10
600 WATER FUND			34,524.40
610 SEWER FUND			11,325.68
740 STORM WATER UTILITY			7,758.00
<b>GRAND TOTAL</b>			<b>495,553.24</b>



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	CEDAR CO SHERIFF'S OFFICE	SERVICE 07161WBCIC000117	97.08
		VERIZON WIRELESS	TELEPHONE SERVICE	292.37
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	204.25
		IOWA DEPARTMENT OF PUBLIC SAFETY	ON-LINE WARRANTS SYSTEM	1,200.00
		COMPUTER PROJECTS OF IL INC	SOFTWARE LICENSE & MAINTEN	343.20
		MIDWEST JANITORIAL SERVICE INC	JANITORIAL SERVICE	44.64
			TOTAL:	2,181.54
FIRE OPERATION	GENERAL FUND	BP AMOCO	VEHICLE FUEL	72.04
		TIPTON ELECTRIC MOTORS	EQUIPMENT REPAIR	142.48
		FELD FIRE EQUIPMENT CO. INC	EQUIPMENT MAINTENANCE SERV	600.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	100.46
			TELEPHONE SERVICE	44.28
		JOEY DEAN WENNDT	FIRE TRAINING	150.00
			TOTAL:	1,109.26
ROADS AND STREETS	GENERAL FUND	DIAMOND VOGEL PAINTS	DIAMOND VOGEL PAINTS	565.50
		VEENSTRA & KIMM INC.	NPS ST REPAIR COORDINATION	340.20
			TOTAL:	905.70
PARK & RECREATION	GENERAL FUND	BP AMOCO	VEHICLE FUEL	52.52
		RUSSELL, MELISSA	PROGRAM SUPPLIES	127.27
		VERIZON WIRELESS	TELEPHONE SERVICE	41.85
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	145.59
		HY-VEE ACCOUNTS RECEIVABLE	PROGRAM SUPPLIES	44.35
		THE IOWA CHILDREN'S MUSEUM	RECREATION ACTIVITIES	297.50
			TOTAL:	709.08
CEMETERY	GENERAL FUND	BP AMOCO	VEHICLE FUEL	52.51
		TYLER TECHNOLOGIES	SOFTWARE SUBSCRIPTION FEES	587.00
		JOHN DEERE FINANCIAL	SUPPLIES & EQUIPMENT	391.65
			SUPPLIES & EQUIPMENT	132.98
			TOTAL:	1,164.14
COMM & CULTURAL DEVEL	GENERAL FUND	WEST BRANCH TIMES	LEGAL NOTICES & ADVERTISIN	2,690.00
		MIDWEST INFLATABLES	MIDWEST INFLATABLES-HHTD E	8,000.00
			MIDWEST INFLATABLES-HHTD E	1,000.00
		RICK EUGENE	RICK EUGENE-HHTD ENTERTAIN	150.00
		SID V & THE HUMAN RESOURCES	SID V & THE HUMAN RESOURCE	450.00
		ROBERT HUNT	ROBERT HUNT-HHTD ENTERTAIN	500.00
		MESSENGER, BRETT	MESSENGER, BRETT-HHTD ENTE	850.00
		GRIMM, DAVID E	GRIMM, DAVID E-HHTD PONY R	1,200.00
		FLYING HOUNDZ FRIZBEE LLC	FLYING HOUNDZ FRIZBEE LLC-	2,062.50
		B & B EVENTS	B & B EVENTS-HHTD ENTERTAI	1,200.00
			B & B EVENTS-HHTD ENTERTAI	6,800.00
		CHARLES E ALLEN	CHARLES E ALLEN-HHTD ENTER	250.00
		KEVIN R. BURT	KEVIN R. BURT-HHTD ENTERT	1,200.00
			TOTAL:	26,352.50
CLERK & TREASURER	GENERAL FUND	TYLER TECHNOLOGIES	TRAINING	750.00
			SOFTWARE SUBSCRIPTION FEES	3,756.00
		GOERDT, TERENCE J	INSPECTION SERVICES	315.00
		QUILL CORP	OFFICE SUPPLIES	32.04
			OFFICE SUPPLIES	101.71
		KOCH BROTHERS INC	OFFICE SUPPLIES	312.77
		INTERNATIONAL INST OF MUNICIPAL CLERKS	MEMBERSHIP FEE	180.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		EDGAR, GORDON	TRAVEL EXPENSE & POSTAGE	8.82
			TRAVEL EXPENSE & POSTAGE	183.05
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	277.45
		HY-VEE ACCOUNTS RECEIVABLE	PROGRAM SUPPLIES	2.99
		SUPPLYWORKS	MAINTENANCE SUPPLIES	33.38
		MIDWEST JANITORIAL SERVICE INC	JANITORIAL SERVICE	80.36
			TOTAL:	6,033.57
LEGAL SERVICES	GENERAL FUND	WEST BRANCH TIMES	LEGAL NOTICES & ADVERTISIN	671.12
		DORSEY & WHITNEY LLP	LEGAL FEES	8,036.24
		CEDAR COUNTY CLERK OF COURT	COURT COSTS 07161WBC000115	85.00
			TOTAL:	8,792.36
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	57.68
		MEDIACOM	CABLE SERVICE	40.90
			TOTAL:	98.58
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC.	CASEY'S TURN LANE CONSULTA	3,357.04
			P & Z-CASEY'S TURN LANE CO	540.00
			P & Z-IND DR/COLE PROP	142.00
			TOTAL:	4,039.04
TOWN HALL	CIVIC CENTER	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	43.18
		MIDWEST JANITORIAL SERVICE INC	JANITORIAL SERVICE	227.68
			TOTAL:	270.86
LIBRARY	LIBRARY	CENTURION TECHNOLOGIES INC.	SOFTWARE LICENSES	88.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	186.90
		MIDWEST JANITORIAL SERVICE INC	JANITORIAL SERVICE	303.58
			TOTAL:	578.48
POLICE OPERATIONS	TORT LIABILITY	IMWCA	WORKMEN'S COMPENSATION INS	1,365.91
			TOTAL:	1,365.91
FIRE OPERATION	TORT LIABILITY	IMWCA	WORKMEN'S COMPENSATION INS	1,718.46
			TOTAL:	1,718.46
ROADS & STREETS	TORT LIABILITY	IMWCA	WORKMEN'S COMPENSATION INS	939.41
			TOTAL:	939.41
LIBRARY	TORT LIABILITY	IMWCA	WORKMEN'S COMPENSATION INS	59.07
			TOTAL:	59.07
PARK & RECREATION	TORT LIABILITY	IMWCA	WORKMEN'S COMPENSATION INS	38.80
			TOTAL:	38.80
CEMETERY	TORT LIABILITY	IMWCA	WORKMEN'S COMPENSATION INS	125.65
			TOTAL:	125.65
CLERK & TREASURER	TORT LIABILITY	IMWCA	WORKMEN'S COMPENSATION INS	78.30
			TOTAL:	78.30
ROADS & STREETS	ROAD USE TAX	WOOD PRODUCTS OF IOWA L.L.C.	GRIND TREE WASTE	8,215.00
		L. L. PELLING CO. INC	STREET REPAIRS	43,442.50
			STREET REPAIRS	10,582.55
		VERIZON WIRELESS	TELEPHONE SERVICE	162.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		JOHN DEERE FINANCIAL	SUPPLIES & EQUIPMENT	101.15
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	49.03
		WEST BRANCH FORD	VEHICLE REPAIRS	152.57
		S & S FLATWORK LLC	SIDEWALK REPLACEMENT	3,225.00
			TOTAL:	65,930.42
ECONOMIC DEVELOPMENT	REVOLVING LOAN FUN	VEENSTRA & KIMM INC.	MAIN ST SIDEWALK IMP PH3	1,610.40
			MAIN ST SIDEWALK IMP PHASE	5,360.32
			MAIN ST SIDEWALK IMP PHASE	1,863.00
			MAIN ST SIDEWALK IMP PHASE	626.76
			MAIN ST SIDEWALK IMP PHASE	2,506.61
			TOTAL:	11,967.09
CAPITAL PROJECT	4TH ST IMPROVEMENT	VEENSTRA & KIMM INC.	CAP PROJ 306 4TH ST IMPROV	1,300.00
			CAP PROJ 306-4TH ST IMPROV	10,017.68
			TOTAL:	11,317.68
CAPITAL PROJECT	MAIN ST INTERSECTI	VEENSTRA & KIMM INC.	307 MAIN ST INTERSEC IMPRO	1,125.00
			307 MAIN ST INTERSEC IMPRO	207.00
		CY'S TREE SERVICE	TREE REMOVAL 4TH ST INTERS	12,750.00
			TOTAL:	14,082.00
INVALID DEPARTMENT	PHASE I PARK IMPRO	HBK ENGINEERING LLC	309 PH I PARK IMPROVEMENTS	1,240.00
			TOTAL:	1,240.00
INVALID DEPARTMENT	COLLEGE STREET BRI	VEENSTRA & KIMM INC.	310 COLLEGE ST BRIDGE REPL	6,635.10
			TOTAL:	6,635.10
WATER OPERATING	WATER FUND	MUNICIPAL SUPPLY INC.	MAINTENANCE SUPPLIES	17,237.00
			MAINTENANCE SUPPLIES	4,367.10
			MAINTENANCE SUPPLIES	4.40-
		STATE HYGIENIC LAB	LAB ANALYSIS	25.00
		LYNCH'S PLUMBING INC	4TH ST IMPROVEMENTS	615.00
		BP AMOCO	VEHICLE FUEL	31.96
		TYLER TECHNOLOGIES	SOFTWARE SUBSCRIPTION FEES	2,017.50
		HAWKINS INC	CHEMICALS	1,156.32
		IMWCA	WORKMEN'S COMPENSATION INS	730.68
		STAGG, PAUL	PHONE CHARGER	19.25
		VERIZON WIRELESS	TELEPHONE SERVICE	162.62
		VEENSTRA & KIMM INC.	UTILITY MAPPING	207.00
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	49.03
		S & S FLATWORK LLC	SEWER & WATER REPAIRS	2,635.00
			TOTAL:	29,249.06
SEWER OPERATING	SEWER FUND	FREEMAN LOCK & ALARM INC	KEYS	11.25
		BP AMOCO	VEHICLE FUEL	31.97
		TYLER TECHNOLOGIES	SOFTWARE SUBSCRIPTION FEES	2,017.50
		QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	730.00
		IMWCA	WORKMEN'S COMPENSATION INS	83.72
		VERIZON WIRELESS	TELEPHONE SERVICE	162.62
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	49.03
		S & S FLATWORK LLC	SEWER & WATER REPAIRS	3,275.00
			TOTAL:	6,361.09
STORM WATER UTILITY	STORM WATER UTILIT	HBK ENGINEERING LLC	LION'S FIELD CREEK	6,242.20
		ISWEP	MEMBERSHIP DUES	530.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VEENSTRA & KIMM INC.	NPS STORMWATER CONSULT	985.20
			TOTAL:	7,758.00

===== FUND TOTALS =====		
001	GENERAL FUND	51,385.77
022	CIVIC CENTER	270.86
031	LIBRARY	578.48
036	TORT LIABILITY	4,325.60
110	ROAD USE TAX	65,930.42
160	REVOLVING LOAN FUND	11,967.09
306	4TH ST IMPROVEMENTS PROJ	11,317.68
307	MAIN ST INTERSECTION IMP	14,082.00
309	PHASE I PARK IMPROVEMENTS	1,240.00
310	COLLEGE STREET BRIDGE	6,635.10
600	WATER FUND	29,249.06
610	SEWER FUND	6,361.09
740	STORM WATER UTILITY	7,758.00
-----		
	GRAND TOTAL:	211,101.15
-----		

## NOTICE OF PUBLIC HEARING

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

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the West Branch Planning and Zoning Commission in the Council Chambers at the City Office, located at 110 N. Poplar Street in West Branch, IA at 7:00 P.M., on Tuesday, July 26, 2016. The public hearing will discuss the proposed rezoning of the following described parcel: An approximately 27.49 acre parcel on the Westerly portion of the W. ½ N.W.1/4 Sec. 6 T.79N. R.4W in West Branch, Cedar County, Iowa, more commonly known as Cedars Edge Golf Course. Rezoning Tract #1: A-1 to R-1, Rezoning Tract #2: A-1 to R-2, Rezoning Tract #3: A-1 to R-3, and Rezoning Tract #4: A-1 to B-1.

YOU ARE FURTHER NOTIFIED that a public hearing will be held by the City Council of the City of West Branch, Cedar County, in the Council Chambers at the City Office, located at 110 N. Poplar Street in West Branch, IA at 7:00 P.M., on Monday, August 1, 2016. The public hearing will discuss the proposed rezoning of the following described parcel: An approximately 27.49 acre parcel on the Westerly portion of the W. ½ N.W.1/4 Sec. 6 T.79N. R.4W in West Branch, Cedar County, Iowa, more commonly known as Cedars Edge Golf Course. Rezoning Tract #1: A-1 to R-1, Rezoning Tract #2: A-1 to R-2, Rezoning Tract #3: A-1 to R-3, and Rezoning Tract #4: A-1 to B-1.

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

/s/Matt Muckler

Matt Muckler, City Administrator/Clerk  
by West Branch City Council

DESCRIPTION - REZONING TRACT #1 (A-1 TO R-1) - BEGINNING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 79, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA; THENCE N01°02'17"W ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 756.27 FEET; THENCE N88°57'43"E, A DISTANCE OF 183.00 FEET; THENCE S01°02'17"E, A DISTANCE OF 689.00 FEET; THENCE N86°42'09"E, A DISTANCE OF 20.02 FEET; THENCE N01°02'17"W, A DISTANCE OF 228.21 FEET; THENCE N88°57'43"E, A DISTANCE OF 419.56 FEET; THENCE S03°13'20"E, A DISTANCE OF 230.63 TO THE NORTHEAST CORNER OF LOT 9 OF GREEN VIEW ESTATES AS RECORDED IN BOOK 5, PAGE 207 OF THE RECORDERS OFFICE OF CEDAR COUNTY; THENCE S86°43'55"W ALONG THE NORTH LINE OF SAID GREEN VIEW ESTATES, A DISTANCE OF 193.71 FEET; THENCE S03°09'26"E ALONG SAID WEST LINE; A DISTANCE OF 40.96 FEET; THENCE S86°42'09"W ALONG SAID NORTH LINE, A DISTANCE OF 439.64 FEET TO THE POINT OF BEGINNING. SAID REZONING TRACT CONTAINS 5.74 ACRES (249,886 SQUARE FEET), AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

DESCRIPTION - REZONING TRACT #2 (A-1 TO R-2) - COMMENCING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 79, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA; THENCE N01°02'17"W ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 756.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°02'17"W ALONG SAID WEST LINE, A DISTANCE OF 367.00 FEET; THENCE N88°57'43"E, A DISTANCE OF 243.00 FEET; THENCE N01°02'17"W, A DISTANCE OF 70.00 FEET; THENCE N88°57'43"E, A DISTANCE OF 208.41 FEET; THENCE S70°16'50"E, A DISTANCE OF 170.06 FEET; THENCE S36°18'56"E, A DISTANCE OF 145.31 FEET; THENCE S50°31'50"W, A DISTANCE OF 179.45 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET AND A CHORD BEARING OF S05°32'16"W, AN ARC DISTANCE OF 106.11 FEET; THENCE N62°44'59"W, A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET AND A CHORD BEARING OF S58°06'22"W AND AN ARC DISTANCE OF 118.48 FEET; THENCE S88°57'43"W, A DISTANCE OF 418.64 FEET TO THE POINT OF BEGINNING. SAID REZONING TRACT CONTAINS 5.50 ACRES (239,761 SQUARE FEET), AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

DESCRIPTION - REZONING TRACT #3 (A-1 TO R-3) - COMMENCING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 79, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA; THENCE N01°02'17"W ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 756.27 FEET; THENCE N88°57'43"E, A DISTANCE OF 183.00 FEET TO THE POINT OF BEGINNING; THENCE S01°02'17"E, A DISTANCE OF 155.00 FEET; THENCE N88°57'43"E, A DISTANCE OF 317.82 FEET; THENCE N54°02'41"E, A DISTANCE OF 131.83 FEET; THENCE N29°34'42"W, A DISTANCE OF 140.23 FEET; THENCE N62°44'59"W, A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET AND A CHORD BEARING OF S58°06'22"W, AN ARC DISTANCE OF 118.48 FEET; THENCE S88°57'43"W, A DISTANCE OF 235.64 FEET TO THE POINT OF BEGINNING. SAID REZONING TRACT CONTAINS 1.46 ACRES (63,691 SQUARE FEET), AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

DESCRIPTION - REZONING TRACT #4 (A-1 TO B-1) - COMMENCING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 79, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA; THENCE N01°02'17"W ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 1322.10 TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6 BEING THE POINT OF BEGINNING; THENCE S01°02'17"E ALONG SAID WEST LINE OF SAID SECTION 6, A DISTANCE OF 198.84 FEET; THENCE N88°57'43"E, A DISTANCE OF 243.00 FEET; THENCE N01°02'17"W, A DISTANCE OF 70.00 FEET; THENCE N88°57'43"E, A DISTANCE OF 208.41 FEET; THENCE S70°16'50"E, A DISTANCE OF 170.06 FEET; THENCE S36°18'56"E, A DISTANCE OF 145.31 FEET; THENCE S50°31'50"W, A DISTANCE OF 179.45 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET AND A CHORD BEARING OF S05°32'16"W, AN ARC DISTANCE OF 106.11 FEET; THENCE S29°34'42"E, A DISTANCE OF 140.23 FEET; THENCE S54°02'41"W, A DISTANCE OF 131.83 FEET; THENCE S88°57'43"W, A DISTANCE OF 317.82 FEET; THENCE S01°02'17"E, A DISTANCE OF 534.00 FEET; THENCE N86°42'09"E, A DISTANCE OF 20.02 FEET; THENCE N01°02'17"W, A DISTANCE OF 228.21 FEET; THENCE N88°57'43"E, A DISTANCE OF 419.56 FEET; THENCE S03°13'20"E, A DISTANCE OF 150.68 FEET; THENCE N69°52'28"E, A DISTANCE OF 348.32 FEET; THENCE N01°06'13"W, A DISTANCE OF 1093.06 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE S87°07'55"W ALONG SAID NORTH LINE, A DISTANCE OF 956.71 FEET TO THE POINT OF BEGINNING. SAID REZONING TRACT CONTAINS 14.79 ACRES (644,363 SQUARE FEET), AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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. 741**

### **AN ORDINANCE RE-ZONING REAL PROPERTY LOCATED NORTH OF GREENVIEW DRIVE AND EAST OF CEDAR-JOHNSON ROAD FROM AGRICULTURE A-1 DISTRICT TO RESIDENCE R-1, R-2, R-3, AND BUSINESS B-1 DISTRICTS.**

WHEREAS, Sexton Construction has petitioned the City of West Branch for a zoning district amendment for four tracts, Rezoning Tract #1 to R-1, Tract #2 to R-2, Tract #3 to R-3, and Tract #4 to B-1, all located north of Greenview Drive and east of Cedar Johnson Road in Section 6, Township 79, Range 4 West of the Fifth Principal Meridian, Cedar County, Iowa; and

WHEREAS, Tract #1 is an approximate 5.74-acre parcel (A-1 to R-1), said parcel being legally described as BEGINNING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 79, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA; THENCE N01°02'17"W ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 756.27 FEET; THENCE N88°57'43"E, A DISTANCE OF 183.00 FEET; THENCE S01°02'17"E, A DISTANCE OF 689.00 FEET; THENCE N86°42'09"E, A DISTANCE OF 20.02 FEET; THENCE N01°02'17"W, A DISTANCE OF 228.21 FEET; THENCE N88°57'43"E, A DISTANCE OF 419.56 FEET; THENCE S03°13'20"E, A DISTANCE OF 230.63 TO THE NORTHEAST CORNER OF LOT 9 OF GREEN VIEW ESTATES AS RECORDED IN BOOK 5, PAGE 207 OF THE RECORDERS OFFICE OF CEDAR COUNTY; THENCE S86°43'55"W ALONG THE NORTH LINE OF SAID GREEN VIEW ESTATES, A DISTANCE OF 193.71 FEET; THENCE S03°09'26"E ALONG SAID WEST LINE; A DISTANCE OF 40.96 FEET; THENCE S86°42'09"W ALONG SAID NORTH LINE, A DISTANCE OF 439.64 FEET TO THE POINT OF BEGINNING. SAID REZONING TRACT CONTAINS 5.74 ACRES (249,886 SQUARE FEET), AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD; and;

WHEREAS, Tract #2 is an approximate 5.5-acre parcel (A-1 to R-2), said parcel being legally described as COMMENCING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 79, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA; THENCE N01°02'17"W ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 756.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°02'17"W ALONG SAID WEST LINE, A DISTANCE OF 367.00 FEET; THENCE N88°57'43"E, A DISTANCE OF 243.00 FEET; THENCE N01°02'17"W, A DISTANCE OF 70.00 FEET; THENCE N88°57'43"E, A DISTANCE OF 208.41 FEET; THENCE S70°16'50"E, A DISTANCE OF 170.06 FEET; THENCE S36°18'56"E, A DISTANCE OF 145.31 FEET; THENCE S50°31'50"W, A DISTANCE OF 179.45 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE

RIGHT HAVING A RADIUS OF 140.00 FEET AND A CHORD BEARING OF S05°32'16"W, AN ARC DISTANCE OF 106.11 FEET; THENCE N62°44'59"W, A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET AND A CHORD BEARING OF S58°06'22"W AND AN ARC DISTANCE OF 118.48 FEET; THENCE S88°57'43"W, A DISTANCE OF 418.64 FEET TO THE POINT OF BEGINNING. SAID REZONING TRACT CONTAINS 5.50 ACRES (239,761 SQUARE FEET), AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD; and

WHEREAS, Tract #3 is an approximate 1.46-acre parcel (A-1 to R-3), said parcel being legally described as COMMENCING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 79, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA; THENCE N01°02'17"W ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 756.27 FEET; THENCE N88°57'43"E, A DISTANCE OF 183.00 FEET TO THE POINT OF BEGINNING; THENCE S01°02'17"E, A DISTANCE OF 155.00 FEET; THENCE N88°57'43"E, A DISTANCE OF 317.82 FEET; THENCE N54°02'41"E, A DISTANCE OF 131.83 FEET; THENCE N29°34'42"W, A DISTANCE OF 140.23 FEET; THENCE N62°44'59"W, A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET AND A CHORD BEARING OF S58°06'22"W, AN ARC DISTANCE OF 118.48 FEET; THENCE S88°57'43"W, A DISTANCE OF 235.64 FEET TO THE POINT OF BEGINNING. SAID REZONING TRACT CONTAINS 1.46 ACRES (63,691 SQUARE FEET), AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD; and

WHEREAS, Tract #4 is an approximate 14.79-acre parcel (A-1 to B-1), said parcel being legally described as COMMENCING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 79, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA; THENCE N01°02'17"W ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 1322.10 TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6 BEING THE POINT OF BEGINNING; THENCE S01°02'17"E ALONG SAID WEST LINE OF SAID SECTION 6, A DISTANCE OF 198.84 FEET; THENCE N88°57'43"E, A DISTANCE OF 243.00 FEET; THENCE N01°02'17"W, A DISTANCE OF 70.00 FEET; THENCE N88°57'43"E, A DISTANCE OF 208.41 FEET; THENCE S70°16'50"E, A DISTANCE OF 170.06 FEET; THENCE S36°18'56"E, A DISTANCE OF 145.31 FEET; THENCE S50°31'50"W, A DISTANCE OF 179.45 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET AND A CHORD BEARING OF S05°32'16"W, AN ARC DISTANCE OF 106.11 FEET; THENCE S29°34'42"E, A DISTANCE OF 140.23 FEET; THENCE S54°02'41"W, A DISTANCE OF 131.83 FEET; THENCE S88°57'43"W, A DISTANCE OF 317.82 FEET; THENCE S01°02'17"E, A DISTANCE OF 534.00 FEET; THENCE N86°42'09"E, A DISTANCE OF 20.02 FEET; THENCE N01°02'17"W, A DISTANCE OF 228.21 FEET; THENCE N88°57'43"E, A DISTANCE OF 419.56 FEET; THENCE S03°13'20"E, A DISTANCE OF 150.68 FEET; THENCE N69°52'28"E, A DISTANCE OF 348.32 FEET; THENCE N01°06'13"W, A DISTANCE OF 1093.06 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE S87°07'55"W ALONG SAID NORTH LINE, A DISTANCE OF 956.71 FEET TO THE POINT OF BEGINNING. SAID REZONING TRACT CONTAINS 14.79 ACRES (644,363 SQUARE FEET), AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD; and

WHEREAS, Sexton Construction has requested that four tracts be rezoned to be located in a Residence R-1, R-2, R-3, and B-1 Districts, in place of an Agriculture A-1 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 above-described tracts being rezoned in the following maner: Tract #1 to R-1, Tract #2 to R-2, Tract #3 to R-3, and Tract #4 to B-1.

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 1st day of August, 2016.

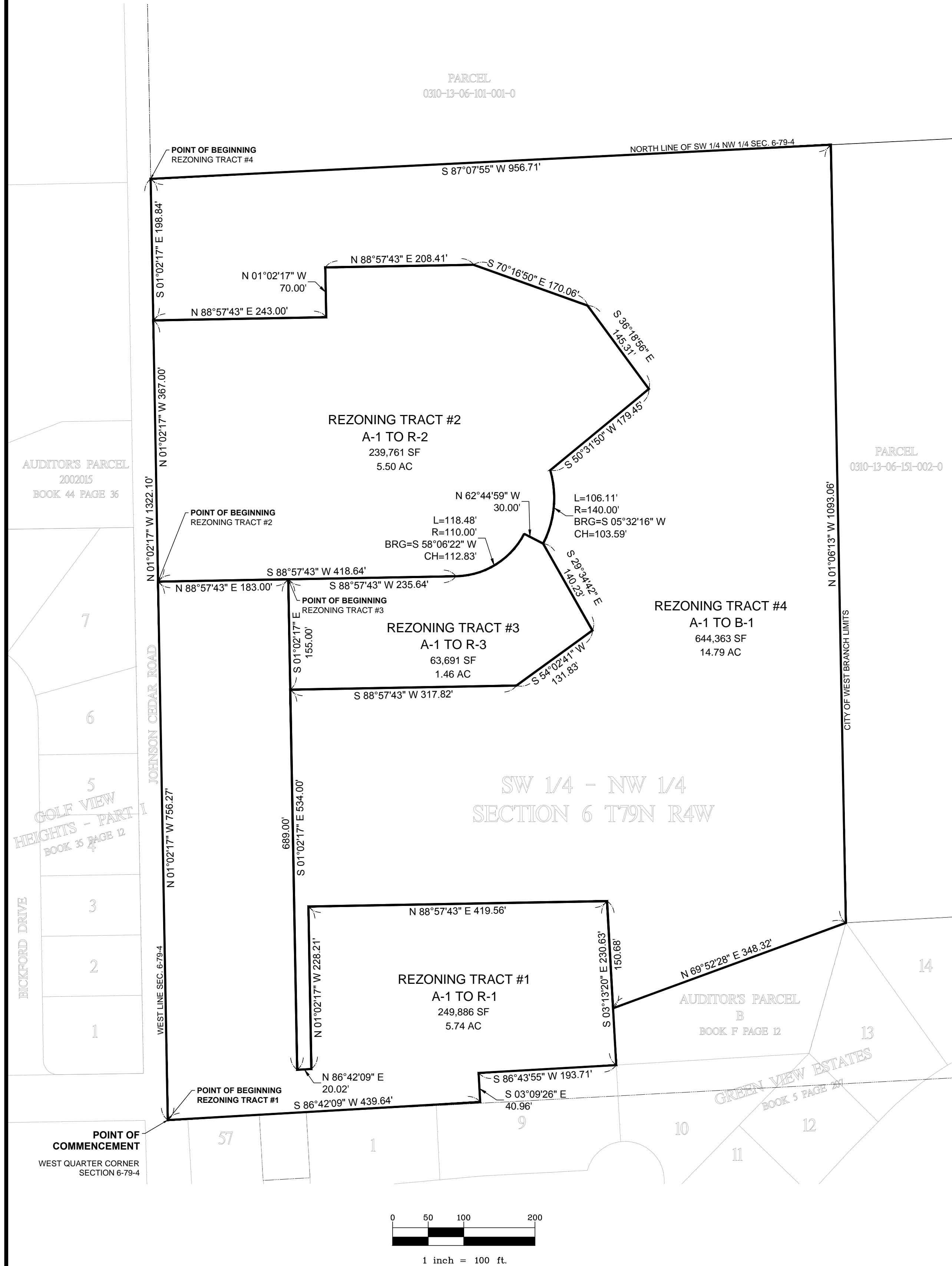
Read First Time: August 1, 2016  
Read Second Time:  
Read Third Time:

---

Roger Laughlin, Mayor

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

REZONING EXHIBIT  
CEDARS EDGE GOLF COURSE  
WEST BRANCH, CEDAR COUNTY, IOWA



## REZONING TRACT #1 (A-1 TO R-1)

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 79, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA; THENCE N01°02'17"W ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 756.27 FEET; THENCE N88°57'43"E, A DISTANCE OF 183.00 FEET; THENCE S01°02'17"E, A DISTANCE OF 689.00 FEET; THENCE N86°42'09"E, A DISTANCE OF 20.02 FEET; THENCE N01°02'17"W, A DISTANCE OF 228.21 FEET; THENCE N88°57'43"E, A DISTANCE OF 419.56 FEET; THENCE S03°13'20"E, A DISTANCE OF 230.63 TO THE NORTHEAST CORNER OF LOT 9 OF GREEN VIEW ESTATES AS RECORDED IN BOOK 5, PAGE 207 OF THE RECORDERS OFFICE OF CEDAR COUNTY; THENCE S86°43'55"W ALONG THE NORTH LINE OF SAID GREEN VIEW ESTATES, A DISTANCE OF 193.71 FEET; THENCE S03°09'26"E ALONG SAID WEST LINE; A DISTANCE OF 40.96 FEET; THENCE S86°42'09"W ALONG SAID NORTH LINE, A DISTANCE OF 439.64 FEET TO THE POINT OF BEGINNING. SAID REZONING TRACT CONTAINS 5.74 ACRES (249,886 SQUARE FEET), AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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

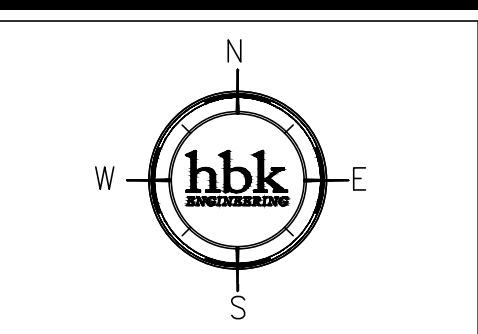
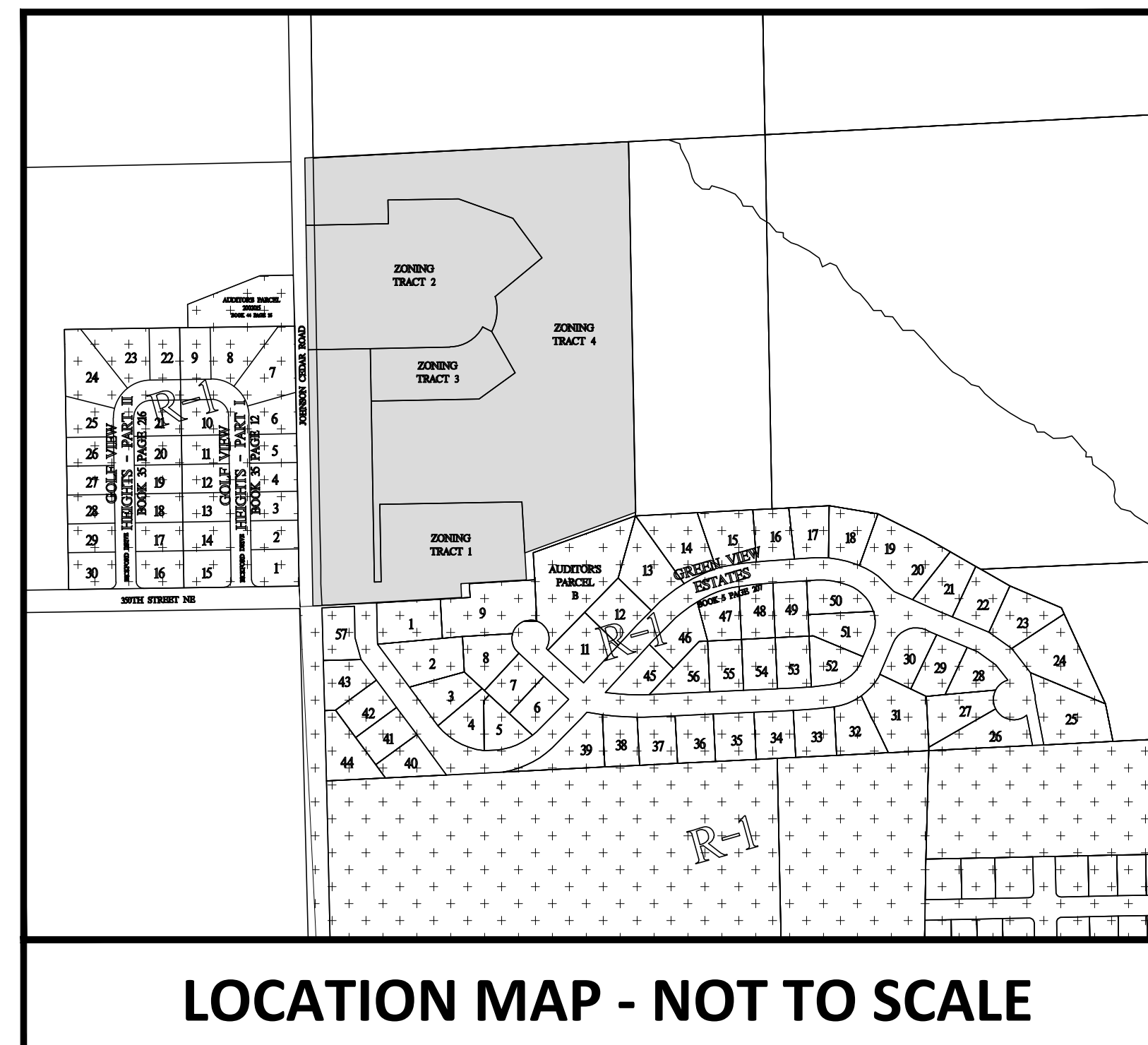
COMMENCING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 79, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA; THENCE N01°02'17"W ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 756.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°02'17"W ALONG SAID WEST LINE, A DISTANCE OF 367.00 FEET; THENCE N88°57'43"E, A DISTANCE OF 243.00 FEET; THENCE N01°02'17"W, A DISTANCE OF 70.00 FEET; THENCE N88°57'43"E, A DISTANCE OF 208.41 FEET; THENCE S70°16'50"E, A DISTANCE OF 170.06 FEET; THENCE S36°18'56"E, A DISTANCE OF 145.31 FEET; THENCE S50°31'50"W, A DISTANCE OF 179.45 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET AND A CHORD BEARING OF S05°32'16"W, AN ARC DISTANCE OF 106.11 FEET; THENCE N62°44'59"W, A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET AND A CHORD BEARING OF S58°06'22"W AND AN ARC DISTANCE OF 118.48 FEET; THENCE S88°57'43"W, A DISTANCE OF 418.64 FEET TO THE POINT OF BEGINNING. SAID REZONING TRACT CONTAINS 5.50 ACRES (239,761 SQUARE FEET), AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

## REZONING TRACT #3 (A-1 TO R-3)

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 79, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA; THENCE N01°02'17"W ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 756.27 FEET; THENCE N88°57'43"E, A DISTANCE OF 183.00 FEET TO THE POINT OF BEGINNING; THENCE S01°02'17"E, A DISTANCE OF 155.00 FEET; THENCE N88°57'43"E, A DISTANCE OF 317.82 FEET; THENCE N54°02'41"E, A DISTANCE OF 131.83 FEET; THENCE N29°34'42"W, A DISTANCE OF 140.23 FEET; THENCE N62°44'59"W, A DISTANCE OF 30.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET AND A CHORD BEARING OF S58°06'22"W, AN ARC DISTANCE OF 118.48 FEET; THENCE S88°57'43"W, A DISTANCE OF 235.64 FEET TO THE POINT OF BEGINNING. SAID REZONING TRACT CONTAINS 1.46 ACRES (63,691 SQUARE FEET), AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

## REZONING TRACT #4 (A-1 TO B-1)

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 79, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA; THENCE N01°02'17"W ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 1322.10 TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6 BEING THE POINT OF BEGINNING; THENCE N01°02'17"E ALONG SAID WEST LINE OF SAID SECTION 6, A DISTANCE OF 198.84 FEET; THENCE N88°57'43"E, A DISTANCE OF 243.00 FEET; THENCE N01°02'17"W, A DISTANCE OF 70.00 FEET; THENCE N88°57'43"E, A DISTANCE OF 208.41 FEET; THENCE S70°16'50"E, A DISTANCE OF 170.06 FEET; THENCE S36°18'56"E, A DISTANCE OF 145.31 FEET; THENCE S50°31'50"W, A DISTANCE OF 179.45 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET AND A CHORD BEARING OF S05°32'16"W, AN ARC DISTANCE OF 106.11 FEET; THENCE S29°34'42"E, A DISTANCE OF 140.23 FEET; THENCE S54°02'41"W, A DISTANCE OF 131.83 FEET; THENCE S88°57'43"W, A DISTANCE OF 317.82 FEET; THENCE S01°02'17"E, A DISTANCE OF 534.00 FEET; THENCE N86°42'09"E, A DISTANCE OF 20.02 FEET; THENCE N01°02'17"W, A DISTANCE OF 228.21 FEET; THENCE N88°57'43"E, A DISTANCE OF 419.56 FEET; THENCE S03°13'20"E, A DISTANCE OF 150.68 FEET; THENCE N69°52'28"E, A DISTANCE OF 348.32 FEET; THENCE N01°06'13"W, A DISTANCE OF 1093.06 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE S87°07'55"W ALONG SAID NORTH LINE, A DISTANCE OF 956.71 FEET TO THE POINT OF BEGINNING. SAID REZONING TRACT CONTAINS 14.79 ACRES (644,363 SQUARE FEET), AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



PROJECT NUMBER:  
**16-0496**

PROJECT NAME:

**CEDARS EDGE**

**GOLF COURSE**

**TITLE:**  
**REZONING EXHIBIT**

ENGINEER:

**hbk**  
*ENGINEERING*

**HBK ENGINEERING, LLC**  
**509 S. GILBERT ST.**  
**IOWA CITY, IA 52240**  
**PHONE: (319) 338-7557**  
**FAX: (319) 358-2937**

**IOWA DEPARTMENT  
OF LABOR  
REGISTRATION  
NO. 00527328**

WWW.HBKENGINEERING.COM

**OWNER/DEVELOPER:**

**SEXTON CONSTRUCTION**  
**192 HILLTOP DR.**  
**WEST BRANCH, IA**  
**52358**

**ATTORNEY:**

**DOUGLAS D. RUPPERT**  
**122 S. LINN STREET**  
**IOWA CITY, IA 52240**

FOLDER NAME:

160496

DATE CREATED: 06-08-2016

DRAWING LOG			
DATE	ISSUED FOR	DB	CB
06-08-16	DESIGN	ESW	BAB
06-23-16	FOR REVIEW	ESW	TEH
07-11-16	SUBMITTAL	MJW	BAB

PROJECT MANAGER:

**ROBERT DECKER**

SHEET: **1 OF 1**







**16-0496**

**CEDARS EDGE  
GOLF COURSE**

### PRELIMINARY PLAT

# hbk

ENGINEERING

**IOWA DEPARTMENT  
OF LABOR  
REGISTRATION  
NO. 00527328**

**SEXTON CONSTRUCTION**  
**192 HILLTOP DR.**  
**WEST BRANCH, IA**  
**52358**

**DOUGLAS D. RUPPERT**  
122 S. LINN STREET  
IOWA CITY, IA 52240

Boundary of Property Line	_____
Congressional Section Line	_____
Lot Line, Internal	_____
Lot Line, Platted or by Deed	_____
Existing Centerline	_____
Proposed Centerline	_____
Existing Easement	_____
Proposed Easement	_____
Existing Contour	_____ 650 _____
Proposed Contour	_____ 650 _____
Existing Water Main	_____
Proposed Water Main	_____
Existing Sanitary Sewer	_____
Proposed Sanitary Sewer	_____
Existing Storm Sewer	_____
Proposed Storm Sewer	_____
Existing Telephone	_____
Existing Fiber Optic	_____ FO _____
Existing Underground Electric	_____ E _____
Existing Overhead Electric	_____ OHE _____
Existing Gas Main	_____ G _____
Existing Fence Line	_____
Existing Tree Line	_____

Benchmark	Existing	Proposed
Congressional Corner, Found		
Congressional Corner, Reestablished		
Congressional Corner, Recorded Location		
Property Corner, Found		
Property Corner, Set		
Cut "X"		
Recorded Dimensions	(R)	(R)
Measured Dimensions	(M)	(M)
Storm Manhole		
Sanitary Manhole		
Storm Sewer Intake		
Fire Hydrant		
Water Main Valve		
Utility Pole		
Street Light		
Traffic Sign		
Telephone Junction Box		
Gas Valve		
Traffic Signal Pedestal		
Flared End Section		
Mailbox		

160496

07-12-2016

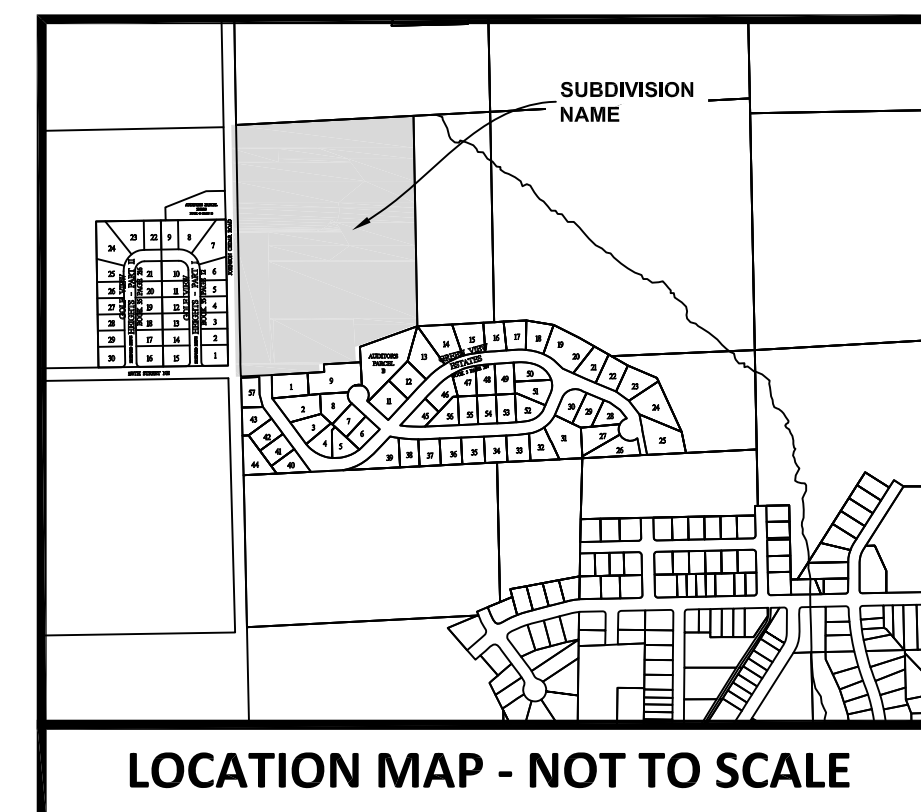
## DRAWING LOG

DATE	ISSUED FOR	DB	CB
07-12-16	DESIGN	ESW	BAB
07-12-16	FOR REVIEW	ESW	BAB

ROBERT DECKER

1 OF 1

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 79, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA; THENCE N01°02'17"W ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 1322.10 TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE N87°07'55"E ALONG SAID NORTH LINE, A DISTANCE OF 956.71 FEET; THENCE N01°06'13"W, A DISTANCE OF 1093.06 FEET; THENCE S03°13'20"E, A DISTANCE OF 230.63 TO THE NORTHEAST CORNER OF LOT 9 OF GREEN VIEW ESTATES AS RECORDED IN BOOK 5, PAGE 207 OF THE RECORDERS OFFICE OF CEDAR COUNTY; THENCE S86°43'55"W ALONG THE NORTH LINE OF SAID GREEN VIEW ESTATES, A DISTANCE OF 193.71 FEET; THENCE S03°09'26"E ALONG SAID WEST LINE; A DISTANCE OF 40.96 FEET; THENCE S86°42'09"W ALONG SAID NORTH LINE, A DISTANCE OF 439.64 FEET TO THE POINT OF BEGINNING. SAID REZONING TRACT CONTAINS 5.74 ACRES (249,886 SQUARE FEET), AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



1 inch = 80 ft.

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

NOTES:

1. BASIS OF BEARINGS IS GPS MEASUREMENTS IN THE IOWA PLANE COORDINATE SYSTEM SOUTH ZONE NAD 83.
2. THE SIZE AND LOCATION OF ALL PROPOSED UTILITIES SHOWN ON THE PLAT ARE SUBJECT TO MODIFICATION AND/OR CHANGE. 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 PLAT.

RESOLUTION NO. 1488

RESOLUTION APPROVING THE GENERAL AGREEMENT BETWEEN THE  
UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK  
SERVICE AND THE CITY OF WEST BRANCH, IOWA REGARDING LAW  
ENFORCEMENT ASSISTANCE

WHEREAS, the objective of the Agreement is to coordinate emergency law enforcement assistance between the two agencies; and

WHEREAS, the Herbert Hoover National Historic Site is under concurrent legislative jurisdiction, and the National Park Service and the West Branch Police Department therefore share a common interest in law enforcement at the Herbert Hoover National Historic Site; and

WHEREAS, 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; 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 General Agreement which was approved by the City Council in June of 2012; 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 1st day of August, 2016.

---

Roger Laughlin, Mayor

ATTEST:

---

Matt Muckler, City Administrator/Clerk

**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 54 U.S.C. § 102711, 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 54 United States Code (54 U.S.C.) §102701.

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 54 U.S.C. § 102701.

Title 54 U.S.C. § 102701 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 54 U.S.C. § 102711 authorizes the Secretary of the Interior to render “emergency rescue, firefighting, 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 54 U.S.C. § 102711 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 54 U.S.C. § 102711, 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 54 U.S.C. § 102701:**
  - a. In accordance with 54 U.S.C. § 102701, 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 54 U.S.C. § 102711:**
- a. The NPS agrees to provide emergency law enforcement assistance as defined in this document and in accordance with Iowa law to WBPB 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 directly from the WBPB or from their approved dispatch service, the NPS shall render emergency law enforcement assistance (as defined in provision A.2.b above) to the WBPB 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 WBPB of the emergency. Upon arrival of the first WBPB officer on the scene, the NPS law enforcement ranger shall relinquish control; however, upon request, the NPS law enforcement ranger may assist the WBPB 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 of all incidents involving the sale, possession and/or use of all controlled substances. The NPS should be provided a copy of the report if requested.

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: large evidence storage, vehicle impound, fingerprinting and other law enforcement equipment and processes 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,

<b>CH#</b>	<b>CH. NAME</b>	<b>LONG NAME</b>	<b>TX FREQ</b>	<b>RX FREQ</b>	<b>TX CG</b>	<b>RX CG</b>
5	WB BASE	WEST BRANCH BASE (Talk Around)	155.0850	155.0850	464	464
<b>CH#</b>	<b>CH. NAME</b>	<b>LONG NAME</b>	<b>TX FREQ</b>	<b>RX FREQ</b>	<b>TX CG</b>	<b>RX CG</b>
1	HEHO Local	NPS HEHO LOCAL	169.6500	169.6500	023	023

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



IN REPLY REFER TO:

# United States Department of the Interior

## NATIONAL PARK SERVICE

HERBERT HOOVER NATIONAL HISTORIC SITE

P.O. BOX 607

WEST BRANCH, IOWA 52358-0607



July 18, 2016

10.D(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 (Type II Ranger)

These individuals may work with the City of West Branch Police Department as deemed fit and appropriate. Type II rangers may only assist within the park boundaries. 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) 643-7860.

Sincerely,

Peter S. Swisher  
Superintendent

RESOLUTION NO. 1505

TO FIX A DATE OF MEETING FOR A PUBLIC HEARING ON AMENDING  
THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017.

WHEREAS, budget estimates may be amended and increased as the need arises to permit appropriation and expenditure of unexpended cash balances on hand and unanticipated revenues; and;

WHEREAS, such amendments may be considered and adopted at any time during the fiscal year covered by the budget (but prior to May 31) by filing the amendments and upon publishing them and giving notice of the public hearing in the manner required in the State Code; and;

WHEREAS, the City Council intends to amend the budget to provide for additional revenues for bond proceeds and additional expenditures for community and economic development, debt service, and capital projects.

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

Section 1. This Council shall meet on the 15th day of August, 2016, at the City Council Chambers located at 110 N. Poplar Street, in the City, at 7:00 o'clock p.m., at which time and place a public hearing will be held on the question of amending the current budget for the fiscal year ending June 30, 2016.

Section 2. The City Clerk is hereby directed to give notice of the proposed action for amending the current budget for the fiscal year ending June 30, 2016, the time when and place where the said meeting will be held, by publication at least once, and not less than 10 nor more than 20 days before the date of said meeting, in a legal newspaper published at least once weekly, and of general circulation in the City. The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING**  
**AMENDMENT OF FY2016-2017 CITY BUDGET**

The City Council of West Branch in CEDAR & JOHNSON County, Iowa  
 will meet at the City Council Chambers, 110 N. Poplar Street, West Branch, IA  
 at 7:00 on 8/15/2016  
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2017  
(year)  
 by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.  
 Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	1,613,993		1,613,993
Less: Uncollected Property Taxes-Levy Year	2	0		0
<b>Net Current Property Taxes</b>	3	1,613,993	0	1,613,993
Delinquent Property Taxes	4	0		0
TIF Revenues	5	150,000		150,000
Other City Taxes	6	196,582		196,582
Licenses & Permits	7	35,788		35,788
Use of Money and Property	8	3,900		3,900
Intergovernmental	9	555,257		555,257
Charges for Services	10	1,024,929		1,024,929
Special Assessments	11	0		0
Miscellaneous	12	46,700		46,700
Other Financing Sources	13	0	1,385,000	1,385,000
Transfers In	14	494,956		494,956
<b>Total Revenues and Other Sources</b>	15	4,122,105	1,385,000	5,507,105
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	701,971		701,971
Public Works	17	493,386		493,386
Health and Social Services	18	0		0
Culture and Recreation	19	644,565		644,565
Community and Economic Development	20	56,973	104,745	161,718
General Government	21	255,763		255,763
Debt Service	22	407,485	100,000	507,485
Capital Projects	23	396,385	1,896,550	2,292,935
Total Government Activities Expenditures	24	2,956,528	2,101,295	5,057,823
Business Type / Enterprises	25	955,197		955,197
<b>Total Gov Activities &amp; Business Expenditures</b>	26	3,911,725	2,101,295	6,013,020
Transfers Out	27	494,956		494,956
<b>Total Expenditures/Transfers Out</b>	28	4,406,681	2,101,295	6,507,976
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	29	-284,576	-716,295	-1,000,871
Beginning Fund Balance July 1	30	2,352,380		2,352,380
<b>Ending Fund Balance June 30</b>	31	2,067,804	-716,295	1,351,509

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

Additional Revenue: Bond proceeds (1,385,000). Additional expenditures: Comm. and Economic Development = Main St -3 Sidewalk (104,745); Debt Service = Additional payment on GO Property Acquisition Note (100,000), Capital Projects = REAP Grant Project (73,000), 4th St Project (580,000), Main St. Intersections Improvements (66,000), Park Improvements at Pedersen Valley (235,815), Park and Rec Phase I Project (264,185), College St. Bridge Project (277,550), Beranek Parking (225,000), and Downtown East Redevelopment Project (175,000).

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

Matt Muckler

City Clerk/ Finance Officer Name

\* \* \* \* \*

Passed and approved this 1st day of August, 2016.

---

Roger Laughlin, Mayor

ATTEST:

---

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1506

RESOLUTION APPROVING A 28E AGREEMENT WITH THE WEST BRANCH COMMUNITY SCHOOL DISTRICT FOR SHARED MAINTENANCE OF TRACT 1 OF THE PEDESTRIAN BRIDGE AND TRAIL, GENERALLY LOCATED SOUTH OF MAIN STREET BETWEEN THE DRIVEWAY OF 827 W. MAIN STREET AND WEST BRANCH HIGH SCHOOL

WHEREAS, the City Council of the City of West Branch and Board of Directors of the West Branch Community School District have both heretofore deemed it necessary and desirable to share maintenance for Tract #1 of the pedestrian bridge and trail, generally located south of Main Street between the driveway of 827 W. Main Street and West Branch High School; and

WHEREAS, it is now necessary for the City and School to enter into a 28E Agreement to outline the obligations and responsibilities of each party as it pertains to the maintenance of Tract #1 of the pedestrian bridge and trail.

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

Passed and approved this 1st day of August, 2016.

---

Roger Laughlin, Mayor

ATTEST:

---

Matt Muckler, City Administrator/Clerk



## 28E AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358 (hereafter referred to as the “City”); and the West Branch Community School District, 148 N. Oliphant Street, West Branch, Iowa 52358 (hereafter referred to as “School”).

WHEREAS, the City Council of the City of West Branch and Board of Directors of the West Branch Community School District have both heretofore deemed it necessary and desirable to share maintenance for Tract #1 of the pedestrian bridge and trail, generally located south of Main Street between the driveway of 827 W. Main Street and West Branch High School; and

WHEREAS, it is now necessary for the City and School to enter into a 28E Agreement to outline the obligations and responsibilities of each party as it pertains to the maintenance of Tract #1 of the pedestrian bridge and trail.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE.** The purpose of this 28E Agreement is to set forth the duties and obligations of the City and School in connection with the maintenance for Tract #1 of the pedestrian bridge and trail, generally located south of Main Street between the driveway of 827 W. Main Street and West Branch High School.
2. **SEPARATE ENTITY.** Further, it is hereby noted that no separate legal entity shall be created by this Agreement and the West Branch City Council and Board of Directors of the West Branch Community School District.
3. **DUTIES AND RESPONSIBILITIES OF THE PARTIES.**
  - A. The District shall remove or stockpile all snow and ice from the walking trail, and cause all remaining surface ice to be treated with salt, sand or similar abrasive material in the same manner and same schedule as the District maintains it surrounding property. The District will assume all associated costs with this responsibility.
  - B. The District shall maintain and repair tract 1 of the trail, associated bridges or other structures necessary to keep the trail safe and in good working order in the same manner the District maintains its other structures and property. The District will assume all associated costs with this responsibility.

- C. The City shall be responsible for seeding, fertilizing, mowing, and trimming grass in the designated areas in the same manner and schedule as the city maintains its other areas. The City will assume all associated costs with this responsibility.
4. **PERMITTED ACTIVITIES.** Neither party shall conduct or permit any activities or programs on the property which shall violate any federal or state constitutional, regulatory, or statutory provisions. No alcoholic beverages, illegal substances, or smoking shall be permitted on the property. The District shall provide supervision for District-sponsored activities that utilize the trail.
5. **MODIFICATION OF AGREEMENT.** Modification of this agreement shall be made only by the consent of the West Branch City Council and the West Branch Community School District Board of Directors. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by both parties.
6. **TERM AND TERMINATION OF THIS AGREEMENT.** The term of this agreement shall commence on October 1, 2016 and shall terminate on September 30, 2021. Both parties to this agreement may also terminate participation upon sixty days' written notice to the other party of the agreement.
7. **NOTICES.** All notices given under this Agreement shall be in writing and shall be deemed delivered on the date of placing the notice in the U.S. Mail, postage prepaid, to the following address:

For the School:

West Branch Community Schools  
148 N. Oliphant Street  
West Branch, Iowa 52358  
ATTN: Superintendent

For the City:

City of West Branch

110 N. Poplar Street  
West Branch, Iowa 52358  
ATTN: City Administrator

8. **INDEMNITIES.** Each party to this Agreement expressly agrees to save and hold the other party, its employees and agents, harmless from any and all claims filed against both or either party arising from the performance of the duties and obligations under this Agreement.
9. **FILING.** The City Clerk of West Branch shall file this Agreement with the Iowa Secretary of State's office as required by Section 28E.8 of the Code of Iowa.

Executed and approved this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY:

\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

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

Executed and approved this \_\_\_\_ day of \_\_\_\_\_, 2016.

SCHOOL:

\_\_\_\_\_  
Mike Colbert, Board President

ATTEST:

\_\_\_\_\_  
Angie Klinkhammer, Board Secretary



RESOLUTION NO. 1507

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL PARK SERVICE – HERBERT HOOVER NATIONAL HISTORIC SITE, THE CITY OF WEST BRANCH, IOWA AND THE WEST BRANCH, IOWA COMMUNITY SCHOOL DISTRICT FOR SHARED MAINTENANCE OF TRACTS 2 AND 3 OF THE PEDESTRIAN BRIDGE AND TRAIL, GENERALLY LOCATED SOUTH OF MAIN STREET BETWEEN WEST BRANCH FORD AND THE DRIVEWAY OF 827 W. MAIN STREET

WHEREAS, the City Council of the City of West Branch, the Board of Directors of the West Branch Community School District, and the Superintendent of the National Park Service – Herbert Hoover National Historic Site have all heretofore deemed it necessary and desirable to share maintenance for Tracts #2 and 3 of the pedestrian bridge and trail, generally located south of Main Street between West Branch Ford and the driveway of 827 W. Main Street; and

WHEREAS, it is now necessary for the City, School and National Park Service to enter into a Memorandum of Understanding to outline the obligations and responsibilities of each party as it pertains to the maintenance of Tracts #2 and 3 of the pedestrian bridge and trail.

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

Passed and approved this 1st day of August, 2016.

---

Roger Laughlin, Mayor

ATTEST:

---

Matt Muckler, City Administrator/Clerk

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
NATIONAL PARK SERVICE – HERBERT HOOVER NATIONAL HISTORIC SITE  
THE CITY OF WEST BRANCH, IOWA  
AND  
THE WEST BRANCH, IOWA COMMUNITY SCHOOL DISTRICT

This Memorandum of Understanding made and entered into by and between the City of West Branch, the West Branch Community School District, hereinafter referred to as "the city" and "the district", and Herbert Hoover National Historic Site, as a unit of the National Park Service, within the United States Department of the Interior, hereinafter referred to as "the park", becomes effective as of the last date of the signatures.

Article I – BACKGROUND AND OBJECTIVES

- WHEREAS: Title 16, United States Code, §§1-3 and National Park Service Director's Order 20 authorizes the National Park Service to enter into agreements to facilitate park operations.
- WHEREAS: The National Park Service owns the properties referred to as tract 2 & tract 3, which includes a pedestrian bridge and trail.
- WHEREAS: The pedestrian bridge and trail are now and continually have been used by students and residents of West Branch, IA as the a portion of the "safe school route" providing primary pedestrian traffic access to and from the West Branch High School.
- WHEREAS: The pedestrian bridge and trail are now and continually have been used by residents and visitors to the City as a recreational walking and biking path.
- WHEREAS: The City of West Branch has an easement for the purpose of maintenance of water lines, pipes, mains and conduits through the above-mentioned properties, and also has a right of way that includes the right of ingress and egress thereto, including all the area located within five feet to either side of the line, as recorded in the Cedar County Recorder Book 30, Pages 208 & 209 on August 19, 1981.
- WHEREAS: The District is responsible to help ensure a safe route to school for district students.

WHEREAS: The Superintendent has responsibility to maintain, inspect and repair the bridge and trail located within tracts 2 & 3 as assets of the National Park Service.

NOW THEREFORE, in consideration of these premises and mutual covenants, the parties agree as follows:

## Article II – STATEMENT OF UNDERSTANDING

- A. The City of West Branch agrees to be responsible for seeding, fertilizing, mowing, and trimming grass in the designated areas in the same manner and schedule as the city maintains its other areas. The city will assume all associated cost with this responsibility.
- B. The West Branch Community School District agrees to remove or stockpile all snow and ice from the walking trail, and cause all remaining surface ice to be treated with salt, sand or similar abrasive material in the same manner and same schedule as the District maintains its surrounding property. The district will assume all associated costs with this responsibility.
  - a. This is exclusive of the Pedestrian Trail Bridge, for which the park will retain responsibility for the clearing of snow and ice from.
- C. The park agrees to maintain, inspect and repair the park owned trail and trail-bridge within tracts 2 & 3 in good working order in the same manner the park maintains its other structures and property. The park will continue to assume all associated costs with this responsibility.
- D. All parties agree to:
  - 1. Meet on an annual basis to review this agreement.
  - 2. That no separate legal entity shall be established. However, the City Administrator, School District Superintendent and Park Superintendent acting together shall have authority to make day-to-day decisions to facilitate the provisions of this Agreement, subject to directions, policies, and actions which the City Council, School District Board of Directors and National Park Service may adopt.

## Article III - TERM OF AGREEMENT

- A. This memorandum will remain in effect for a period of five (5) years, unless terminated earlier pursuant to Article VIII.

#### Article IV - KEY OFFICIALS

- A. City of West Branch  
Mr. Matt Muckler, City Administrator  
110 N. Poplar Street  
PO Box 218  
West Branch, Iowa 52358
- B. West Branch Community School District  
Mr. Kevin Hatfield, Superintendent  
148 N. Oliphant Street  
West Branch, Iowa 52358
- C. National Park Service – Herbert Hoover National Historic Site  
Mr. Peter S. Swisher, Superintendent  
110 Parkside Drive  
PO Box 607  
West Branch, Iowa 52358

Each party agrees to notify the other in a timely manner in case of a change in key officials.

#### Article V – PROPERTY UTILIZATION

Not applicable.

#### Article VI – PRIOR APPROVAL, IF APPLICABLE

Not applicable.

#### Article VII – REPORTS AND/OR DELIVERABLES, IF APPLICABLE

Not applicable.

#### Article VIII – TERMINATION

- A. Any party to this agreement may terminate the agreement by providing sixty (60) days written notice to the other party.



## Article IX – INDEMNIFICATION

- A. The United States of America shall be liable for the negligent acts or omissions of its employees, acting within the course and scope of their duties or employment, arising out of the activities of the execution of this agreement, in accordance with the Federal Tort Claims Act, 28 U.S.C. SS 1346, 2671-80.

## Article X – STANDARD CLAUSES

- A. **Civil Rights**  
During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin.
- B. **Officials Not to Benefit**  
No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- C. **Promotions**  
The city and the district shall not publicize, or other wise 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 and/or the district represents. No release of information relating to this agreement may state or imply that the Government approves of the city and/or the district's work product, or considers it superior to other products or services.
- D. **Public Information Release**  
The city and/or the district must obtain prior Government approval from the Superintendent of Herbert Hoover National Historic Site for any public information releases which refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or this agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.
- E. **Nothing contained in this Agreement shall be construed as binding the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress, and available for the purposes of this Agreement for that fiscal year, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.**

IN WITNESS WHEREOF, the National Park Service, the City of West Branch and the West Branch Community School District have executed this Memorandum of Understanding on the dates herein below written.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor  
CITY OF WEST BRANCH

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President  
WEST BRANCH COMMUNITY SCHOOL DISTRICT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent  
HERBERT HOOVER NATIONAL HISTORIC SITE



RESOLUTION NO. 1508

RESOLUTION APPROVING PARTIAL PAYMENT ESTIMATE NUMBER TWO (FINAL) IN THE AMOUNT OF THE RETAINAGE (\$3,897.95) TO ALL AMERICAN CONCRETE, INC. OF WEST LIBERTY, IA AND ACCEPTING THE WEST BRANCH, IOWA MAIN STREET SIDEWALK – PHASE 3 PROJECT AS SUBSTANTIALLY COMPLETED.

WHEREAS, All American Concrete, Inc. of West Liberty, IA was awarded the construction contract for the West Branch, Iowa Main Street Sidewalk – Phase 3 Project (the “Project”) by the West Branch City Council through the passage of Resolution 1477 on June 6, 2016 in the amount of \$77,067.00; and

WHEREAS, the West Branch City Council subsequently approved on August 1, 2016 Change Order No. 1 in the amount of \$892.00 bringing the final contract price to \$77,959.00; and

WHEREAS, Veenstra & Kimm, Inc. has declared that said Project has now been completed in accordance with the drawings and specifications on the Project, based on observations during construction, certification by the material suppliers, testing performed, and an on-site review of the completed construction by Project Engineer Dave Schechinger, P.E.; and

WHEREAS, it is now necessary for the City Council to accept the aforementioned Project as substantially completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, that Partial Payment Estimate Number Two (final) in the amount of the retainage (\$3,897.95) to All American Concrete, Inc. of West Liberty, IA is approved and the West Branch, Iowa Main Street Sidewalk – Phase 3 Project is accepted as substantially completed.

\* \* \* \* \*

Passed and approved this 1st day of August, 2016.

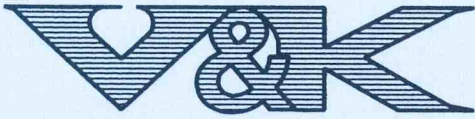
---

Roger Laughlin, Mayor

ATTEST:

---

Matt Muckler, City Administrator/Clerk



July 20, 2016

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

WEST BRANCH, IOWA  
MAIN STREET SIDEWALK – PHASE 3  
CERTIFICATE OF COMPLETION  
PAY ESTIMATE No. 2 (final)

Enclosed are two copies of the Certificate of Completion for the project. The final contract price is \$77,959.00. The certificate should be executed by the Mayor after the City Council has approved acceptance of the project.

Please sign both copies of the Certificate of Completion. Forward one copy to our office and keep the other copy for your files.

Partial Payment Estimate No. 2 (final) in the amount of the retainage is enclosed and should be paid to the Contractor after 31 days has elapsed from the date of acceptance of the project by the City.

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

VEENSTRA & KIMM, INC.

Dave Schechinger  
DRS:mmc  
368201  
Enclosure

## **CERTIFICATE OF COMPLETION**

### **MAIN STREET SIDEWALK – PHASE 3 WEST BRANCH, IOWA**

July 8, 2016

We hereby certify that we have made an on-site review of the completed construction of the Main Street Sidewalk – Phase 3 under the Contract as performed by All American Concrete, Inc. of West Liberty, Iowa.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is Seventy-Seven Thousand Nine Hundred Fifty-Nine and 00/100 Dollars (\$77,959.00).

**VEENSTRA & KIMM, INC.**

Accepted: **CITY OF WEST BRANCH, IOWA**

By  \_\_\_\_\_

By \_\_\_\_\_

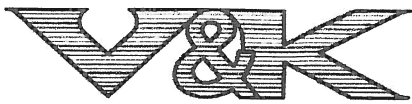
Title Project Engineer

Title Mayor

Date July 20, 2016

Date \_\_\_\_\_





# VEENSTRA & KIMM, INC.

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

July 20, 2016

**PAY ESTIMATE NO. 2 (final)**  
**MAIN STREET SIDEWALK - PHASE 3**  
**WEST BRANCH, IOWA**

All American Concrete, Inc.  
1489 Highway 6  
West Liberty, IA 52776

Contract Amount \$77,067.00  
Contract Date June 6, 2016  
Pay Period Retainage

## BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Mobilization	LS	xxxxx	xxxxx	\$ 7,500.00	100%	\$ 7,500.00
2	Construction Staking	LS	xxxxx	xxxxx	\$ 2,500.00	100%	\$ 2,500.00
3	Traffic Control	LS	xxxxx	xxxxx	\$ 4,500.00	100%	\$ 4,500.00
4	Pavement Removal						
4.1	HMA Pavement	SY	66	\$ 14.60	\$ 963.60	66	\$ 963.60
4.2	PCC Curb & Gutter	LF	240	\$ 5.00	\$ 1,200.00	240	\$ 1,200.00
4.3	Sidewalk	SY	236	\$ 14.40	\$ 3,398.40	236	\$ 3,398.40
5	Mill 2" HMA	SY	293	\$ 16.00	\$ 4,688.00	293	\$ 4,688.00
6	Fixture Adjustments						
6.1	Water Valve	Ea.	3	\$ 360.00	\$ 1,080.00	3	\$ 1,080.00
6.2	Manhole	Ea.	2	\$ 440.00	\$ 880.00	2	\$ 880.00
7	Modified Subbase	CY	100	\$ 68.50	\$ 6,850.00	100	\$ 6,850.00
8	HMA 1M Pavement	Tons	72	\$ 160.00	\$ 11,520.00	72	\$ 11,520.00
9	6" PCC Sidewalk	SY	252	\$ 77.50	\$ 19,530.00	252	\$ 19,530.00
10	Curb & Gutter	LF	263	\$ 43.00	\$ 11,309.00	263	\$ 11,309.00
11	Detectable Warning - Curb Ramp	SF	28	\$ 41.00	\$ 1,148.00	28	\$ 1,148.00
<b>Contract Price:</b>					<b>\$ 77,067.00</b>		<b>\$ 77,067.00</b>

## SUMMARY

		Total Approved	Total Completed
Contract Price		\$ 77,067.00	\$ 77,067.00
Approved Change Order (list each)	Change Order No. 1	\$ 892.00	\$ 892.00
	Revised Contract Price	\$ 77,959.00	\$ 77,959.00

Stored

Total Earned \$ 77,959.00

Retainage

Total Earned Less Retainage \$ 77,959.00

Total Previously Approved (list each)	Pay Estimate No. 1	\$ 74,061.05	

Percent Complete 100%

Total Previously Approved \$ 74,061.05

Amount Due This Request \$ 3,897.95

The amount \$3,897.95 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:

All American Concrete, Inc.

Recommended By:

Veenstra & Kimm, Inc.

Approved By:

West Branch, Iowa

Signature: Jodi Simon  
Name: Jodi Simon  
Title: Corp. Sec/Treas  
Date: 7-25-16

Signature: Dave Scherfing  
Name: Dave Scherfing  
Title: Engineer  
Date: July 20, 2016

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

RESOLUTION NO. 1509

A RESOLUTION APPROVING CHANGE ORDER NUMBER TWO IN THE AMOUNT BY \$49,247.50 ON THE 4TH STREET RECONSTRUCTION PROJECT.

WHEREAS, Cornerstone Excavating, Inc. of Washington, IA was awarded the construction contract for the 4<sup>th</sup> Street Reconstruction Project for West Branch, Iowa (the “Project”) by the West Branch City Council through the passage of Resolution 1440 on April 4, 2016 in the amount of \$756,332.50; and

WHEREAS, the West Branch City Council subsequently approved on August 1, 2016 Change Order No. 1 in the amount of \$5,645.00 bringing the final contract price to \$761,977.50; and

WHEREAS, it was found necessary to replace a water line not included in the original contract; and

WHEREAS, Cornerstone Excavating, Inc. has prepared a revised change order in the amount of \$49,247.50; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves a change order with Cornerstone Excavating, Inc. for the 4<sup>th</sup> Street Reconstruction Project for West Branch, IA in an amount not to exceed \$49,247.50.

Passed and approved this 1st day of August, 2016.

---

Roger Laughlin, Mayor

ATTEST:

---

Matt Muckler, City Administrator/Clerk





**VEENSTRA & KIMM, INC.**

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

July 26, 2016

CHANGE ORDER NO. 2

4<sup>th</sup> STREET RECONSTRUCTION  
WEST BRANCH, IOWA

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

1. Additional labor, equipment, and materials to install

12" water main.

a. 12" water main and fittings	410 LF @ \$44.75/LF	\$ 18,347.50
b. 12" gate valves	4 Ea. @ \$2,850/Ea.	\$ 11,400.00
c. 12" main connections	3 Ea. @ \$4,050/Ea.	\$ 12,150.00
d. 12"x4" service connection	1 Ea. @ \$4,350/Ea.	\$ 4,350.00
e. ¾" service connection	1 Ea. @ \$1,300/Ea.	\$ 1,300.00
f. Exploratory excavation to locate existing	4 Hr. @ \$175/Hr.	\$ 700.00
g. Flushing and testing	LS	\$ 1,000.00

Total: \$ 49,247.50

Change Order No. 2 increases the contract amount by \$ 49,247.50.

**CORNERSTONE EXCAVATING, INC.**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF WEST BRANCH, IOWA**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

By \_\_\_\_\_

Title Project Engineer

Date July 26, 2016

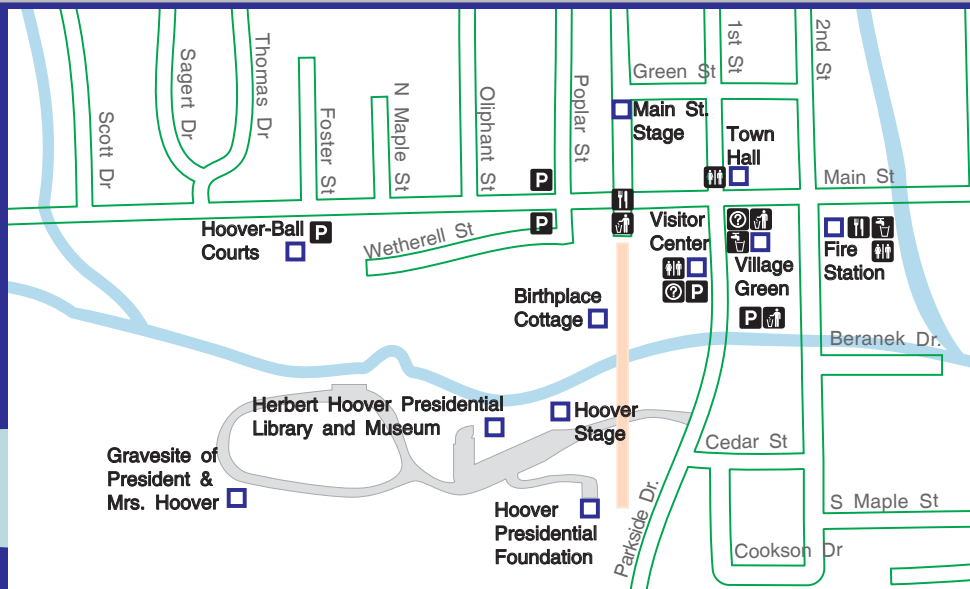
**ATTEST:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## EVENT MAP



# HOOVER'S *Hometown Days*

Find Your Park

[hooverdays.org](http://hooverdays.org)

## SPONSORS

The City of West Branch, National Park Service, and Main Street West Branch would like to thank the following sponsors for supporting the 2016 Hoover's Hometown Days events!

### \$2500+

Altorfer  
P&G

### \$1000 - \$2499

Hills Bank & Trust Company  
West Branch Lions Club  
Heartland Express

### \$500 - \$999

Double C Kennels  
Liberty Communications  
Plastic products  
River Products  
Insurance Associates  
UICCU  
Rummells Farms  
Community State Bank  
US Bank  
Veenstra & Kimm  
West Branch Times  
Barnhart's Custom Services

### \$101 - \$499

Crestview Care Initiatives  
Hames Homes  
Chris & Lisa Kofoed  
Lodge Farms  
S & S Flatwork  
Lynch's Plumbing  
John & Linda Black  
Cornerstone Realty  
Main Street Sweets  
Gongora Family  
Casey's General Store

### Up to \$100

BP Amoco  
Family Pet Vet Clinic  
Joan Gibson  
Municipal Supply  
Wayne & Audrey Noring  
Laurie Dauber  
Brent & Deb Donohoe  
Craig & Cindy Walker

Matt & Debbie Muckler  
T.P.M. Club  
Rindy Inc.  
Seydel Construction  
Speer Financial  
Bill & Rosemary Maske  
Mel & Donna Korschgen  
Dick & Anji Hinkhouse  
Memorials by Michel  
Masonic Lodge  
West Branch Animal Clinic  
West Branch Ford  
Michael & Cindy Kusick  
David & Shelley Warden  
Edward & Beverly Spencer  
Wayne & Patty Laing  
Vic & Donna Zendor  
Gregory & Robin Norfleet

### In-Kind

Oasis Electric  
Maria Lorena Padron  
Kum & Go

# Program Guide

August 5th & 6th  
West Branch, IA

City of  
*West Branch*



## SCHEDULE OF EVENTS

### Friday, August 5th

#### ★ ★ FOOD & DRINK ★ ★

6:00 p.m. - 12:00 a.m. Firefighters serving hamburgers/hot dogs/brats - **Fire Station**

6:00 p.m. - 12:00 a.m. Beer Tent - **Fire Station**

#### ★ ★ MUSIC & ACTIVITIES ★ ★

5:00 p.m. - 6:00 p.m. Youth Hoover-Ball Annual Tournament / Exhibition - **Lawn in front of Birthplace Cottage**

5:30 p.m. - 7:30 p.m. Music - Local on the 8's - **Village Green**

6:00 p.m. Lions' Pedal Tractor Pull - 2nd St. by the Fire Station

6:00 p.m. Doubles "Fire in the Hole" Bag Tournament - **Fire Station**

7:30 p.m. Big Wheel Races - **2nd St. by the Fire Station**

8:30 p.m. Movie - Disneynature-Bears - **Village Green**

9:00 p.m. - 12:00 a.m. Music - Nate Klostermann - **Fire Station**

### Saturday, August 6th

#### ★ ★ FOOD & DRINK ★ ★

7:30 a.m. - 9:30 a.m. Fine Arts Breakfast - **Town Hall**

11:00 a.m. - 2:00 pm. Firefighters serving hamburgers/hot dogs/brats - **Fire Station**

11:00 a.m. - 12:00 a.m. Beer Tent - **Fire Station**

4:30 p.m. - 7:00 p.m. Fire Fighter's Pork Dinner - **Fire Station**

6:00 p.m. - 7:30 p.m. Hymn Sing and Pie & Ice Cream Social - **Friends Church; 116 N Downey St.**

#### ★ ★ HOOVER-BALL ★ ★

8:00 a.m. - 9:00 a.m. Hoover-Ball Registration - **Hoover-Ball Courts**

9:00 a.m. - 7:00 p.m. Hoover-Ball Championship Games - **Hoover-Ball Courts**

#### ★ ★ ACTIVITIES ★ ★

8:00 a.m. - 9:00 a.m. 5k Fergalicious Foot Race - **Fire Station**

10:00 a.m. - 5:00 p.m. Exhibitors in NPS Vendors Area and Main Street

## SCHEDULE OF EVENTS

### Saturday, August 6th

10:00 a.m. - 5:00p.m. Boutique Vendor Show - **Little Lights Events**

11:00 a.m. - 3:00 p.m. Airbrush Tattoos - **Village Green**

11:00 a.m. - 8:00 p.m. Inflatable rides and games for kids of all ages - **Village Green**

12:00 p.m. - 4:00 p.m. Free Pony Rides for Children - **Intersection of Main and Poplar St.**

1:00 p.m. - 2:00 p.m. Hoover Life Celebration - **Hoover Presidential Foundation Lawn**

1:00 p.m. - 3:00 p.m. Booster Bingo - **Fire Station**

1:00 p.m. - 4:00 p.m. Old Bank Open House - **101 W Main St.**

2:00 p.m. Water Ball Fights - **2nd St. by the Fire Station**

4:00 p.m. - 8:00 p.m. Hawkeye Photo Booth - 2nd St. by the **Fire Station**

#### ★ ★ PARADE ★ ★

10:00 a.m. Mayor's Parade

#### ★ ★ PERFORMERS ★ ★

11:00 a.m. - 12:00 p.m. "Circus Boy" Bobby Hunt - **Main Street Stage**

11:00 a.m. - 2:00 p.m. Magician Rick Eugene Brammer - **Village Green**

12:00 p.m. - 1:00 p.m. Flying Houndz Frisbee Trick Dog Show - **National Park**

12:30 p.m. - 1:30 p.m. Sid V & The Human Resources - **Main Street Stage**

1:00 p.m. - 2:00 p.m. Seasoned Sound Quartet - **National Park**

2:00 p.m. - 3:00 p.m. Flying Houndz Frisbee Trick Dog Show - **National Park**

2:00 p.m. - 3:00 p.m. 34th Army Band - Scrap Metal - **Main Street Stage**

3:00 p.m. - 4:00 p.m. Seasoned Sound Quartet - **National Park**

3:30 p.m. - 4:30 p.m. BF Burt - **Main Street Stage**

7:00 p.m. - 9:00 p.m. Dean-O-Holics - **Hoover Stage**

9:00 p.m. - 12:00 a.m. Cody Hicks Band - **Fire Station**

#### ★ ★ FIREWORKS ★ ★

9:30 p.m. Fireworks