

City of West Branch ~A Heritage for Success~

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

CITY COUNCIL MEETING AGENDA **Monday, August 15, 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 August 1, 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 Partial Pay Estimate No. 1 in the amount of \$177,042.00 to All American Concrete, Inc. for work completed on the Main Street Intersection and Sidewalk Improvements Project through July 31, 2016.
 - d. Approve claims.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Second 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.
 - b. Public Hearing on amending the current budget for the fiscal year ending June 30, 2017.
 - c. Resolution 1510, amending the current budget for the fiscal year ending June 30, 2017./Move to action.
 - d. Resolution 1511, closing a portion of Cookson Street./Move to action.
 - e. Resolution 1512, authorizing a transfer of funds./Move to action.
 - f. Resolution 1513, authorizing a transfer of funds./Move to action.
 - g. Ms. Vanessa Fixmer-Oraiz, HBK Engineering, LLC – Lions Field Creek Restoration Project
 - h. Discussion on Development Agreement with Cedars Edge Golf Course, Inc.
8. City Staff Reports
 - a. Police Chief Mike Horihan – Police Department Residency Requirement
 - b. Public Works Director Matt Goodale – Sewer Connections at 611 N. 4th Street, 403 Water Street, and 301 Beranek Drive
9. Comments from Mayor and Council Members
 - a. Mayor Laughlin – Hoover’s Hometown Days
 - b. Mayor Pro Tem Colton Miller – Sidewalk Request on Foster Street
10. Motion to adjourn to executive session to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where the disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation pursuant to Section 21.5(c) of the Code of Iowa./Move to action.
11. 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. The minutes are not approved until the next regularly scheduled City Council meeting.)

**West Branch, Iowa
Council Chambers**

City Council Meeting

**August 1, 2016
7:00 p.m.**

Mayor Roger Laughlin called the West Branch City Council meeting to order at 7:00 p.m. Mayor Laughlin then invited the Council, Staff and members of the audience to stand and led the group in the Pledge of Allegiance. Roll call: Mayor Roger Laughlin was present. Council members: Jordan Ellyson, Colton Miller, Brian Pierce and Mary Beth Stevenson were present. Councilperson Tim Shields 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.

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION.

Approve minutes from the July 18, 2016 Regular City Council Meeting.

Approve Class C Liquor License (LC) (Commercial) with Outdoor Service and Sunday Sales privileges for Thirsty on 30 Inc. DBA Thirsty on 80.

Approve Class B Beer Permit (includes wine coolers) with Outdoor Service for Herb N Lou’s on August 5, 2016 and August 6, 2016.

Approve Class B Beer Permit (includes wine coolers) with Outdoor Service for the Downunder on August 5, 2016 and August 6, 2016.

Approve Change Order No. 1 in the amount of \$5,465 and Partial Pay Estimate No. 1 in the amount of \$168,985.52 to Cornerstone Excavating Inc. for work completed on the 4th Street Reconstruction Project through July 8, 2016.

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 Main Street Sidewalk-Phase 3 Project through July 6, 2016.

Approve claims.

Motion by Pierce, second by Stevenson to approve agenda/consent agenda. There was discussion on Thirsty on 80, that it had not passed the insurance inspection and whether they should approve the Permit, contingent on passing the insurance inspection. There was also discussion on the permits for Herb N Lou’s and the Downunder. The state issued the permits for both August 5 and August 6 but the council would like to have the permits valid only for August 6.

Motion by Pierce, second by Stevenson to postpone voting on approval of Thirsty on 80 Liquor License until August 15. AYES: Pierce, Stevenson, Miller, Ellyson,. Motion carried.

Motion by Miller, second by Ellyson, to amend agenda items c and d to omit the date of August 5 from the approved dates on the permit. AYES: Miller, Ellyson, Stevenson, Pierce. Motion carried.

There was discussion on the claims from the Cedar County Auditor for Disaster Services Assessment and Solid Waste Assessment which had approval withheld at the last meeting because further clarification was sought on what the claims were for. The Disaster Services Assessment was for 911 service fees and the Solid Waste Assessment was for allowing West Branch residents to take items to the Cedar County Transfer Station.

Voting on the original motion: AYES: Pierce, Stevenson, Miller, Ellyson. Motion carried.

EXPENDITURES		8/1/2016
B & B EVENTS	B & B EVENTS-HHTD ENTERTAINMEN	8,000.00
BP AMOCO	VEHICLE FUEL	241.00
CEDAR CO SHERIFF'S OFFICE	SERVICE 07161WBCIC000117	97.08
CEDAR COUNTY CLERK OF COUR	COURT COSTS 07161WBC000115	85.00
CENTURION TECHNOLOGIES INC	SOFTWARE LICENSES	88.00
CHARLES E ALLEN	CHARLES E ALLEN-HHTD ENTERTAIN	250.00
COMPUTER PROJECTS OF IL IN	SOFTWARE LICENSE & MAINTENANCE	343.20
CY'S TREE SERVICE	TREE REMOVAL 4TH ST INTERSECTI	12,750.00
DIAMOND VOGEL PAINTS	DIAMOND VOGEL PAINTS	565.50
DORSEY & WHITNEY LLP	LEGAL FEES	8,036.24
EDGAR, GORDON	TRAVEL EXPENSE & POSTAGE	191.87
FELD FIRE EQUIPMENT CO. IN	EQUIPMENT MAINTENANCE SERVICE	600.00
FLYING HOUNDZ FRIZBEE LLC	FLYING HOUNDZ FRIZBEE LLC-HHTD	2,062.50
FREEMAN LOCK & ALARM INC	KEYS	11.25
GOERDT, TERENCE J	INSPECTION SERVICES	315.00

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	180.00
IOWA DEPARTMENT OF PUBLIC	ON-LINE WARRANTS SYSTEM	1,200.00
ISWEP	MEMBERSHIP DUES	530.60
JOEY DEAN WENNDT	FIRE TRAINING	150.00
JOHN DEERE FINANCIAL	SUPPLIES & EQUIPMENT	625.78
KEVIN R. BURT	KEVIN R. BURT-HHTD ENTERTAINMENT	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	615.00
MEDIACOM	CABLE SERVICE	40.90
MESSENGER, BRETT	MESSENGER, BRETT-HHTD ENTERTAI	850.00
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	730.00
QUILL CORP	OFFICE SUPPLIES	133.75
RICK EUGENE	RICK EUGENE-HHTD ENTERTAINMENT	150.00
ROBERT HUNT	ROBERT HUNT-HHTD ENTERTAINMENT	500.00
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	50.00
STAGG, PAUL	PHONE CHARGER	19.25
STATE HYGIENIC LAB	LAB ANALYSIS	25.00
SUPPLYWORKS	MAINTENANCE SUPPLIES	33.38
THE IOWA CHILDREN'S MUSEUM	RECREATION ACTIVITIES	297.50
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
TOTAL		211,101.15
EXPENDITURES		7/18/2016
CEDAR COUNTY AUDITOR	DISASTER SERVICES & SOLID WASTE ASSESS	22,126.28
PAID BETWEEN MEETINGS		
ALL AMERICAN CONCRETE INC	MAIN ST 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	8.19
TOTAL		243,615.41
PAYROLL 7-29-16		40,836.68
GRAND TOTAL EXPENDITURES		495,553.24
FUND TOTALS		
001 GENERAL FUND		73,302.38
022 CIVIC CENTER		270.86
031 LIBRARY		5,405.50
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
GRAND TOTAL		495,553.24

COMMUNICATIONS/OPEN FORUM

Rod Ness, Director of Cedar County Economic Development Commission (CCEDCO)– Provided an update on activities of CCEDCO. CCEDCO is focusing on businesses now located in Cedar County. They recently sponsored a “Get Scrappy” seminar on utilizing digital marketing to promote businesses and organizations and intend to have a similar seminar next year. They recently produced a brochure on barn quilts of Cedar County which will be distributed to rest stops and other locations utilized by visitors to the county. A Laborshed Analysis Presentation will be held on August 9th which will present characteristics of the available workforce such as size, wage rates and benefits, residence/work location, skills availability and qualification and employment availability.

PUBLIC HEARING/NON-CONSENT AGENDA

Public Hearing on proposed amendment to the West Branch Zoning Code concerning a rezoning request from Cedars Edge Golf Course.

Hearing opened at 7:13 p.m. Jerry Sexton spoke on the zoning request, saying it had not changed much from the original proposal and that the Planning and Zoning Commission had approved it. Hearing closed at 7:15 P.M.

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
Motion by Miller, second by Pierce, to approve first reading of Ordinance 741. AYES: Miller, Pierce, Ellyson and Stevenson. Motion carried.

City Attorney Kevin Olson – Draft Cedars Edge Golf Course Development Agreements

Attorney Olson explained the terms of the two possible agreements designed to assist the developer of Cedars Edge Golf Course. The first agreement called for the city to construct street improvements for Johnson-Cedar County Road with the developer to pay the city 20% of the cost and the balance to be forgiven over a twenty year period. Terms included the developer paying for all water and sewer improvements, keeping the course open and maintaining it for twenty years, allowing the high school golf team to use it for twenty years, and constructing a new club house within five years. Estimated cost for this proposal was \$280,000. The second proposal was the same except the developer would not pay the city anything and the estimated cost to the city was \$350,000. There was much discussion on how the city could assist the developer in terms of amount of forgiveness, length of commitment to keep the course open and what alternatives may exist to these proposals. No action was taken.

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.

Park Superintendent Pete Swisher explained the National Park Service is trying to get all its agreements in sync with each other and there were some technical changes in language.

Motion by Ellyson, second by Pierce, to approve Resolution 1488. AYES: Ellyson, Pierce, Stevenson and Miller. Motion carried.

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.

City Administrator Matt Muckler explained this resolution would set a date of August 15 for a hearing to amend the FY17 budget. The budget amendment would authorize expenditure of the \$1.4 million GO bond proceeds issued in June of last fiscal year. It would also authorize \$500,000 for CIP projects that was authorized but not spent in last fiscal year because the work was not completed. It would also authorize the Revolving Loan fund to be used to pay for the Main Street Sidewalk Improvements Project – Phase 3, approximately \$100,000. The final \$100,000 will be used to make a payment on the Park land acquisition note. That payment had been budgeted for FY16 but was deferred to FY17 so that an analysis of the cities debt service ability could be completed.

Motion by Stevenson, second by Ellyson, to approve Resolution 1505. AYES: Stevenson, Ellyson, Miller and Pierce. Motion carried.

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.

There was no discussion.

Motion by Ellyson, second by Miller, to approve Resolution 1506. AYES: Ellyson, Miller, Pierce and Stevenson. Motion carried.

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.

City Administrator Matt Muckler thanked the National Park Service for building the new bridge and said that fulfilled their part of the agreement. The other terms were that the City of West Branch would be responsible for mowing the area and the West Branch School District would be responsible for snow removal.

Motion by Miller, second by Ellyson, to approve Resolution 1507. AYES: Miller, Ellyson, Stevenson and Pierce. Motion carried.

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.

Eric Gould, Project Engineer for Veenstra & Kimm, explained that this is for releasing the retainage and officially accepting the project.

Motion by Pierce, second by Stevenson, to approve Resolution 1508. AYES: Pierce, Stevenson, Miller and Ellyson. Motion carried.

Resolution 1509, approving Change Order No. 2 in the amount of \$49,247.50 on the 4th Street Reconstruction Project./Move to action.

Eric Gould explained this would replace a water main on Northridge Drive and would be located on city right of way. Motion by Stevenson, second by Ellyson, to approve Resolution 1509. AYES: Stevenson, Ellyson, Miller and Pierce. Motion carried.

CITY STAFF REPORTS

Parks and Recreation Director Melissa Russell – Update on Hoover’s Hometown Days

Director Russell invited the Mayor and Council to come down town on Friday evening. Festivities start at 5:30 P.M. She will provide the Mayor and Council with their individual schedule of assignments. The only volunteer position remaining was for a parking lot monitor.

City Attorney Kevin Olson – Closing Cookson St west of 348 Cookson St

Attorney Olson spoke on locating the new city salt shed in the existing street right of way. This necessitates closing Cookson Street west of 348 Cookson Street. Olson will bring back an item for Council consideration at a future meeting.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Mayor Laughlin reported that he had attended a public meeting in Coralville last week with Iowa Department of Transportation regarding widening I80 from Iowa City to West Branch to three lanes. This is scheduled for 2021. He said he had suggested putting in a “quiet highway”, one covered with asphalt.

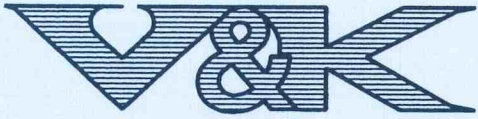
Mayor Pro Tem Colton Miller stated he was extremely disappointed with Casey’s General Store. “We allowed you to open early and here we sit on August 1st and the project is still not finished.” In the future, if we allow someone to open early, the contract should call for a daily fine if the deadline is not met.

ADJOURNMENT

Motion to adjourn regular meeting by Pierce, second by Ellyson. Motion carried on a voice vote. City Council meeting adjourned at 8:43 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Gordon R. Edgar, Deputy City Clerk



August 3, 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 INTERSECTION & SIDEWALK IMPROVEMENTS
PARTIAL PAY ESTIMATE NO. 1

Enclosed are three copies of Partial Payment Estimate No. 1 executed by the All American Concrete, Inc. for work completed from July 14, 2016 to July 31, 2016 under the contract between the City of West Branch and All American Concrete, Inc.

We have checked the estimate and recommend payment to All American Concrete, Inc. in the amount of \$177,042.00.

By separate cover we have forwarded three copies of Partial Payment Estimate 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 forwarded to you by All American Concrete, Inc. in the spaces provided and return one signed copy to our office and one copy All American Concrete, Inc. with payment.

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

VEENSTRA & KIMM, INC.

Eric Gould
EDG:mmc
368174
Enclosure



VEENSTRA & KIMM, INC.

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

August 3, 2016

PAY ESTIMATE NO. 1
MAIN STREET INTERSECTION & SIDEWALK IMPROVEMENTS
WEST BRANCH, IOWA

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

Contract Amount \$192,318.60
 Contract Date May 16, 2016
 Pay Period July 14, 2016 - July 31, 2016

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Mobilization	LS	1	\$ 16,000.00	\$ 16,000.00	1	\$ 16,000.00
1.2	Traffic Control	LS	1	\$ 4,800.00	\$ 4,800.00	1	\$ 4,800.00
1.3	Construction Staking	LS	1	\$ 9,000.00	\$ 9,000.00	1	\$ 9,000.00
1.4	Seeding	Acre	0.41	\$ 7,900.00	\$ 3,239.00		\$ -
1.5	Remove HMA Sidewalk	SY	254	\$ 8.00	\$ 2,032.00	254	\$ 2,032.00
1.6	Remove Wood Hand Rail	LF	8	\$ 16.00	\$ 128.00	8	\$ 128.00
1.7	Remove & Reinstall Mailboxes	LS	1	\$ 250.00	\$ 250.00	1	\$ 250.00
1.8	Remove PCC Curb & Gutter	LF	139	\$ 5.50	\$ 764.50	139	\$ 764.50
1.9	Remove Pavement	SY	349	\$ 11.50	\$ 4,013.50	349	\$ 4,013.50
1.10	Remove PCC Sidewalk	SY	439	\$ 10.00	\$ 4,390.00	439	\$ 4,390.00
1.11	Remove Retaining Wall	LF	70	\$ 8.00	\$ 560.00	70	\$ 560.00
1.12	Field Fence (Remove & Replace)	LF	300	\$ 15.00	\$ 4,500.00	150	\$ 2,250.00
1.13	Grind Curb	LF	32	\$ 14.00	\$ 448.00	32	\$ 448.00
1.14	HMA Sidewalk	Tons	83	\$ 140.00	\$ 11,620.00	139	\$ 19,460.00
1.15	4" PCC Sidewalk	SY	493	\$ 55.00	\$ 27,115.00	493	\$ 27,115.00
1.16	7" PCC Pavement	SY	198	\$ 87.00	\$ 17,226.00	198	\$ 17,226.00
1.17	7" HMA Pavement	Tons	5	\$ 200.00	\$ 1,000.00	5	\$ 1,000.00
1.18	PCC Drive w/ PCC Curb & Gutter	SY	105	\$ 65.00	\$ 6,825.00	105	\$ 6,825.00
1.19	PCC Driveway	SY	20	\$ 87.00	\$ 1,740.00	20	\$ 1,740.00
1.20	Modified Subbase	CY	48	\$ 100.00	\$ 4,800.00	48	\$ 4,800.00
1.21	Modified Subbase	SF	307	\$ 14.00	\$ 4,298.00	307	\$ 4,298.00
1.22	Modular Block Retaining Wall	SF	130	\$ 37.00	\$ 4,810.00	114	\$ 4,218.00
1.23	3/4" Crushed Rock or Stone	CY	9	\$ 80.00	\$ 720.00	9	\$ 720.00
1.24	Type B Concrete Stairs w/ Handra	Ea.	2	\$ 4,100.00	\$ 8,200.00	2	\$ 8,200.00
1.25	Relocate Hydrant	Ea.	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00
1.26	Raise Fixture	Ea.	2	\$ 325.00	\$ 650.00	2	\$ 650.00
1.27	15" RCP Pipe	LF	38	\$ 130.00	\$ 4,940.00	38	\$ 4,940.00
1.28	Slope Protection, Wood Excelsior	SQ	2	\$ 250.00	\$ 500.00		\$ -
1.29	Detectable Warning	SF	160	\$ 35.00	\$ 5,600.00	160	\$ 5,600.00
1.30	Signs	Ea.	10	\$ 320.00	\$ 3,200.00		\$ -
1.31	Painted Pav't Mark, Durable	Sta.	6.48	\$ 620.00	\$ 4,017.60		\$ -
1.32	Topsoil, Salvage, Strip, and Spread	CY	214	\$ 63.00	\$ 13,482.00	214	\$ 13,482.00
1.33	Excavation CL 10	CY	450	\$ 27.00	\$ 12,150.00	450	\$ 12,150.00
1.34	Fill For Pedersen - NPS	CY	120	\$ 40.00	\$ 4,800.00	120	\$ 4,800.00
Contract Price:					\$ 192,318.60		\$ 186,360.00

SUMMARY		
	Total Approved	Total Completed
Contract Price	\$ 192,318.60	\$ 186,360.00
Approved Change Order (list each)		
Revised Contract Price	\$ 192,318.60	\$ 186,360.00

Stored
 Total Earned \$ 186,360.00
 Retainage (5%) \$ 9,318.00
 Total Earned Less Retainage \$ 177,042.00

Total Previously Approved (list each)		

Total Previously Approved \$ -
Amount Due This Request \$ 177,042.00

Percent Complete 97%

The amount \$177,042.00 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: 8/3/16

Signature: [Signature]
 Name: Eric Gould
 Title: Engineer
 Date: August 3, 2016

Signature: _____
 Name: _____
 Title: _____
 Date: _____

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 15th day of August, 2016.

Read First Time: August 1, 2016
Read Second Time: August 15, 2016
Read Third Time:

Roger Laughlin, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

**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
Revenues & Other Financing Sources			
Taxes Levied on Property	1,613,993		1,613,993
Less: Uncollected Property Taxes-Levy Year	0		0
Net Current Property Taxes	1,613,993	0	1,613,993
Delinquent Property Taxes	0		0
TIF Revenues	150,000		150,000
Other City Taxes	196,582		196,582
Licenses & Permits	35,788		35,788
Use of Money and Property	3,900		3,900
Intergovernmental	555,257		555,257
Charges for Services	1,024,929		1,024,929
Special Assessments	0		0
Miscellaneous	46,700		46,700
Other Financing Sources	0	1,385,000	1,385,000
Transfers In	494,956		494,956
Total Revenues and Other Sources	4,122,105	1,385,000	5,507,105
Expenditures & Other Financing Uses			
Public Safety	701,971		701,971
Public Works	493,386		493,386
Health and Social Services	0		0
Culture and Recreation	644,565		644,565
Community and Economic Development	56,973	104,745	161,718
General Government	255,763		255,763
Debt Service	407,485	100,000	507,485
Capital Projects	396,385	1,896,550	2,292,935
Total Government Activities Expenditures	2,956,528	2,101,295	5,057,823
Business Type / Enterprises	955,197		955,197
Total Gov Activities & Business Expenditures	3,911,725	2,101,295	6,013,020
Transfers Out	494,956		494,956
Total Expenditures/Transfers Out	4,406,681	2,101,295	6,507,976
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	-284,576	-716,295	-1,000,871
Beginning Fund Balance July 1	2,352,380		2,352,380
Ending Fund Balance June 30	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

RESOLUTION NO. 1510

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR
ENDING JUNE 30, 2017

FY16 Budget Amendment – See State Form

PASSED, APPROVED, AND ADOPTED this 15th day of August, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/City Clerk

16-142

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2017 - AMENDMENT #1

To the Auditor of CEDAR & JOHNSON County, Iowa:

The City Council of West Branch in said County/Counties met on 8/15/2016, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. 1505

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2017 (AS AMENDED LAST ON N/A.)

Be it Resolved by the Council of the City of West Branch

Section 1. Following notice published 8/4/2016

and the public hearing held, 8/15/2016 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

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

Passed this 15th day of August 2016
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

RESOLUTION NO. 1511

RESOLUTION AUTHORIZING THE CLOSING OF A PORTION OF COOKSON DRIVE.

WHEREAS, the City Council has the power to open and close rights-of-way in the City;
and

WHEREAS, a portion of Cookson Drive, located adjacent to the City Maintenance Shop,
is currently only used by the City; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to replace
the salt dome at the Maintenance Shop; and

WHEREAS, the ideal location for the construction of the new salt dome is in the excess
Cookson Drive right-of-way; and

WHEREAS, to accomplish said project, the City Council desires to close this portion of
Cookson Drive as a public street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West
Branch, Cedar County, Iowa, that the portion of Cookson Drive that is located immediately
adjacent to the City Maintenance Shop is hereby forever closed as a public street. Further, the
City shall place appropriate barriers to delineate the line where the public street ends.

Passed and approved this 15th day of August, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1512

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS

BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the City Clerk is hereby authorized to transfer the budgeted funds in the amount of \$10,078.83 from the TIF Debt Service Fund (125) into the Parkside Drive Improvements Capital Project Fund (302) per internal advance authorized by Resolution 1282; and

BE IT FURTHER RESOLVED, by the City Council of the City of West Branch, Iowa that the City Clerk is hereby authorized to transfer the budgeted funds in the amount of \$55,483.17 from the TIF Debt Service Fund (125) into the General Fund (001) per internal advance authorized by Resolution 1282; and

BE IT FURTHER RESOLVED, by the City Council of the City of West Branch, Iowa that the City Clerk is hereby authorized to set the date of the above-mentioned transfer for June 30, 2016.

Passed and approved this 15th day of August, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1513

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS

BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the City Clerk is hereby authorized to transfer the budgeted funds in the amount of \$94,689.75 from the Local Option Sales Tax Fund (121) into the General Fund (001) per ballot authorized by Resolutions 1226 and 1227 for expenditures paid in Fiscal Year 2015-2016.

BE IT FURTHER RESOLVED, by the City Council of the City of West Branch, Iowa that the City Clerk is hereby authorized to transfer the budgeted funds in the amount of \$13,326.56 from the Local Option Sales Tax Fund (121) into the General Fund (001) per ballot authorized per Local Option Sales Tax Ballot approved for the West Branch Fire Department Maintenance and Expansion Project approved in November 2010.

Passed and approved this 15th day of August, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

xxth, 2016

Recipient Name & Title

Address Line 1

Address Line 2

Address Line 3

Dear Resident,

HBK staff want to thank you for your input at the June 13th meeting. We presented your concerns and ideas to City Council at the July 18th meeting. There was positive feedback and appreciation for time spent voicing your experiences with past flooding issues, concerns about future development, and understanding how this project will address streambank erosion.

After working closely with City staff and the City attorney there are concerns that if land was deeded over to you this would place your property in the floodplain, requiring you to obtain flood insurance to satisfy mortgage requirements and increase your insurance rates.

Additionally, structures located on City property are subject to liability insurance and could raise concerns or disputes regarding land ownership. At this time, thoughts are to require all structures located on City property to be moved back within your property.

The City recognizes that residents want clarity as to where City property is located and who will be in charge of maintaining that area. In order to address this they will delineate their property line along the east side of the creek and permanently demarcate where City maintenance begins.

This is an ongoing process and we would like to offer an opportunity to discuss these items with you. We have scheduled another neighborhood meeting for Thursday, September 22nd from 6-7pm at the Lions Field Pavilion. If you have any questions please call me at (319) 338-7557 extension 4434 or email me at voraiz@hbkengineering.com.

Sincerely,

Vanessa Fixmer-Oraiz
Community Planner

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241 (319) 351-2277

Return to: City Clerk, City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the “Agreement”) entered into by and between the **City of West Branch, Iowa**, 110 N. Poplar Street, West Branch, Iowa 52358, hereafter referred to as “City”; and **Cedars Edge Golf Course, Inc.**, an Iowa corporation, 19 Greenview Drive, West Branch, Iowa, hereafter referred to as “Developer.”

WHEREAS, Developer is the leaseholder with an option to purchase certain real property legally described as follows:

INSERT LEGAL DESCRIPTION (the “Property”); and

WHEREAS, Developer intends to operate a golf course; full service clubhouse and construct residential units on the Property (the “Project”); and

WHEREAS, the Property is located adjacent to Cedar-Johnson Road, which will need to be upgraded in the future to support the Developer’s long term Project; and

WHEREAS, the development will assist the City Council in attaining one of their City Council Goals adopted at their September 21, 2015 Council Goal Setting Session: “Preserve the Golf Course”; and

WHEREAS, this Council Goal ranked 9th out of 13 goals adopted by the City Council during that Council Goal Setting Session for the coming year; and

WHEREAS, the City Council has determined that it would not be possible for the Developer to maintain the golf course as part of the future development were it not for financial incentives provided by the City; and

WHEREAS, the City Council is committed to the growth of the City of West Branch and believes that the community needs to provide amenities to perspective home buyers that will entice them to choose West Branch over other communities; and

WHEREAS, the City has agreed therefore to excuse the owner from the street, curb and gutter and sidewalk requirements contained in Section 170.16 of the Code of Ordinances of the City of West Branch, Iowa on a portion of Cedar Johnson Road, north of Greenview Drive (the “Improvements”); and

WHEREAS; the City has agreed to reconstruct a portion of the street (PCC), curb and gutter and sidewalk as part of the Improvements on the portion of Cedar Johnson Road estimated at \$550,000 at some time in the future at the sole determination of the City Council; and

WHEREAS, the Developer has agreed that the City is under no obligation to construct the improvements by any certain date, but only at a time to be determined by the City Council; and

WHEREAS, the Developer agrees that until the City Council chooses to construct the improvements, that Cedar Johnson Road will remain a seal coat street; and

WHEREAS, in addition to excusing the Developer from a portion of the \$550,000 burden of constructing a street, curb and gutter and sidewalk on Cedar Johnson Road north of Greenview Drive, the City Council also wishes to incentivize the construction of a banquet facility on the Property; and

WHEREAS, the Developer has proposed to construct a clubhouse on the property that would include a banquet facility that would contain at least 4,000 square feet of space (the “Facility”); and

WHEREAS, the Developer has proposed to make the Facility available to the public at market rate prices that would not require private memberships to the golf course or any other private group; and

WHEREAS, the construction of the Facility would allow the City Council to focus future funds in the West Branch Community Center Project on a building with recreational amenities, but not with a previously envisioned banquet space that would be redundant in the case that the Developer constructs the Facility on the Property; and

WHEREAS, in addition to the \$440,000 benefit to the Developer by excusing the owner from the Improvements, the City Council is therefore also willing to provide tax increment financing incentives on the Facility, and

WHEREAS, the Developer agrees that these incentives are not without condition; and

WHEREAS, the Developer agrees that those conditions include maintaining a 9-hole golf course and associated facilities open to the public in a clean and safe condition which is similar to other golf courses in the area for a period of twenty years, annexing the entire golf course into the City within one year, making the golf course available to the West Branch Community School District for their golf teams at no cost for a period of ten years, and constructing a banquet facility that would contain at least 4,000 square feet and be open to the public within five years from the date of this Agreement; and

WHEREAS, in the event that any of the above-mentioned conditions are not met, the City would no longer bear any responsibility to provide the tax incentives.

NOW, THEREFORE, ON THE BASIS OF THE PRECEDING RECITALS, AND FOR THE MUTUAL CONSIDERATION OF ENTERING INTO THIS AGREEMENT, THE DEVELOPER AND CITY AGREE AS FOLLOWS:

A. City's obligations.

1. In recognition of the Developer's efforts to purchase and refurbish the Cedar's Edge Golf Club, which is an important amenity for the City, the City has agreed to assist developing the Developer's Project by constructing the Improvements at a time to be determined by the City.

2. To construct the Improvements, the City shall engage the services of a professional licensed engineer to design the Improvements, which shall be limited to PCC street surfacing improvement, storm sewer improvements, installation of curb and gutter and a sidewalk. The term "Improvements" shall not include sanitary sewers or water mains or any services for said sanitary sewer and water lines.

3. The City shall, during construction of the Facility, add the Facility to its Urban Renewal Plan as an economic development project.

4. Subject to the performance of the Developer's obligations in Paragraph (B) below, the City Council, subject to the annual appropriation of the City Council, shall make ten annual tax rebate payments to the Developer upon completion of the Facility (the "Rebates").

The amount of the annual Rebate shall be calculated by taking the incremental tax revenues generated for the Facility, as determined by the Cedar County Auditor, and multiplying that number by the percentage listed on Exhibit “A attached hereto. This Rebate payment shall be due and payable, upon proof of continuing compliance with the Developer’s obligations, on the first of December 1st after the Facility has received its occupancy permit from the City, and continuing each December 1st thereafter for a period of ten (10) years. In the case that the City Council does not appropriate a Rebate payment in any year of this Agreement, the Developer acknowledges that it has no recourse against the City for the same.

5. The rebate shall not constitute general obligations of the City, but shall be paid solely from the incremental property taxes received by the City from the Cedar County Treasurer that are attributable to the Facility and only to the Facility. Each rebate shall be subject to annual appropriation of the City Council. Prior to December 1st of each year, the City Council shall make a decision on whether to appropriate the Rebate contemplated by this Agreement. In the event that the City Council does not make an appropriation for any year of this Agreement, the City shall notify the Developer of the same.

6. The parties to this Agreement hereby expressly agree that the total cumulative Rebate payments made under this Agreement shall not exceed \$50,000. If the Developer receives cumulative Rebate payments from the City that equal \$50,000 prior to the end of ten (10) years, the Agreement to pay additional Rebates to the Developer shall cease.

B. Developer’s Obligations.

1. After acceptance of the Improvements by the City Council, the Developer shall pay to the City, the sum of 20% of the costs of the Improvements, which includes actual construction costs and engineering costs associated with the Project. Said payment shall be made within thirty (30) days after invoice of the City.

2. The Developer shall submit an application for annexation of that portion of the Property that is not already included with the corporate limits of the City within one (1) year of the date of this Agreement.

3. The Developer shall maintain, for a term of twenty (20) years, the Cedar’s Edge Golf Club and associated facilities in a clean and safe condition similar to other golf courses in the area and make those facilities open to the public

4. The Developer shall allow the West Branch Community School District to use the Cedar’s Edge Golf Club for the District’s golf teams, at no cost to the District, including

practices and meets, for as long as the West Branch Community School District continues to sponsor golf as a sport at the school.

4. The Developer shall construct the Facility, within five (5) years from the date of this Agreement and said Facility should have a taxable value of at least \$1,000,000.00.

5. That the Developer approves the platting of the Property within one (1) year of the date of execution of this Agreement, said platting to include a separate distinct lot for the Facility.

6. The Developer expressly agrees that a breach of any of the obligations set out in this Paragraph (B) are not met in the sole judgment of the City that, upon 10 days written notice to the Developer, the City may terminate this Agreement and any obligations of the City shall become null and void.

7. The Developer expressly agrees to execute the Promissory Note for the entire cost of the Improvements, which a percentage will be forgiven for each year the Developer is in compliance with Section (B)(3) above. In addition, upon the payment of the monies outlined in (B)(1) above, that amount will be immediately forgiven.

C. Administrative Provisions.

1. Each party represents to the other that the party has full power and authority to enter into this Agreement and that this Agreement is a binding Agreement duly authorized by the governing body of each party.

2. This Agreement represents the entire agreement between the parties and may not be amended or assigned without the express permission of the other party. However, by execution of this Agreement, the City hereby authorizes the Developer to assign the rights and obligations of this Agreement to a related entity controlled by the Developer.

3. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

4. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa, and for all purposes shall be governed by and construed in accordance with the laws of the State of Iowa.

5. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this

Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

6. That this Agreement may be executed in counterparts.

Exhibit A

Years	Percentage
1-2	50
3-4	40
5-6	30
7-8	20
9-10	10

Dated this ____ day of _____, 2016.

CITY OF WEST BRANCH, IOWA

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

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

Notary public

Dated this ____ day of _____, 2016.

DEVELOPER
Cedar's Edge Golf Course, Inc.

By: _____
Jerry Sexton, President

STATE OF IOWA, COUNTY OF CEDAR:

On this ____ day of _____, 2016, this document was executed by Jerry Sexton as President of Cedar's Edge Golf Course, Inc.

Notary Public

CITY OF WEST BRANCH
CITY FORGIVABLE LOAN
PROMISSORY NOTE

Dated this _____ day of _____, 2016.

\$ _____

West Branch, Iowa

FOR VALUE RECEIVED, the undersigned (hereafter called the "Maker") promises to pay to the order of the City of West Branch, Iowa (hereafter called the "Payee"), at its office at City Hall, 110 N. Poplar Street, Iowa, or upon notice to the Maker, at such other place as may be designated from time to time by the holder, the principal sum of _____, to be paid as follows:

A 20-year \$ _____ loan at three percent (3%) interest per annum.

1. Payments. All payments under the Note shall be applied in this order:

(1) to interest, and

(2) to principal.

2. Loan Agreement; Acceleration Upon Default. This Note is issued by Maker to evidence an obligation to repay a loan according to the terms of that certain Development Agreement, dated _____, 2016, between the Payee and Maker and, at the election of the holder without notice to the Maker, shall become immediately due and payable in the event any payment is not made when due or upon the occurrence of any event of default under said Development Agreement.

3. Amounts forgiven. Periodically during the term of this Loan, the City shall forgive a portion of the principal of the Loan as outlined in Exhibit "A" attached hereto. The City shall evidence said loan forgiveness by issuing a letter verifying said forgiveness to the Maker at the following address:

Cedar's Edge Golf Course, Inc.
c/o 19 Greenview Drive
West Branch, Iowa 52358

4. Security. Payment of this Note is secured by the recording of the Development Agreement.

5. Waiver. No delay or omission on the part of the holder in exercising any right under

this Note shall operate as a waiver of that right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any right and/or remedy on any future occasion.

6. Waiver of Protest. Each maker, surety endorser and guarantor of this Note, expressly waives presentment, protest, demand, notice of dishonor or default, and notice of any kind with respect to this Note.

7. Costs of Collection. The Maker will pay on demand all costs of collection, maintenance of collateral, legal expenses, and attorneys' fees incurred or paid by the holder in collecting and/or enforcing this Notice on default.

8. Meaning of Terms. As used in this Note, "holder" shall mean the Payee or other endorsee of this Note, who is in possession of it, or the bearer hereof, if this Note is at the time payable to the bearer. The word "Maker" shall mean each of the undersigned. If this Note is signed by more than one person, it shall be the joint and several liabilities of such persons.

9. Miscellaneous. The captions of paragraphs in this Promissory Note are for the convenience of reference only, shall not define or limit the provisions hereof, and shall not have any legal or other significance whatsoever.

ACCEPTED & AGREED:

(SEAL)

Payee:
CITY OF WEST BRANCH, IOWA

By: _____
Roger Laughlin, Mayor

ATTEST:

By: _____
Matt Muckler, City Administrator/Clerk

Maker:
Cedar's Edge Golf Course, Inc.

By: _____
Jerry Sexton, President

EXHIBIT "A"
LOAN FORGIVENESS SCHEDULE

Upon payment of the 20% of the costs of the Improvements in Section (B)(1) of the Development Agreement, the City shall forgive said 20% of the original Note amount.

Upon the passage of ten (10) years from the date of this Agreement, if the Developer is in compliance with the terms of the Development Agreement, the City shall forgive an additional 30% of the original Note amount.

Upon the passage of twelve (12) years from the date of the Development Agreement, if the Developer is in compliance with the terms of the agreement, the City shall forgive 25% of the original Note amount.

Upon the passage of fourteen (14) years from the date of the Development Agreement, if the Developer is in compliance with the terms of the Development Agreement, the City shall forgive another 15% of the amount of the original Note.

Upon the passage of twenty (20) years from the date of the Development Agreement, if the Developer is in compliance with the terms of the Development Agreement, the entire Note amount shall be forgiven by the City.

