



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, December 19, 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 December 8, 2016 special City Council Meeting.
 - b. Approve claims.
 - c. Approve Fire Department annual payroll in the amount of \$33,781.00.
 - d. Approve Class C Liquor License (LC) (Commercial) with Sunday sales for Herb n' Lou's.
 - e. Approve destruction of records with Document Destruction & Recycling Services listed on Records Destruction Form per the Record Retention Manual for Iowa Cities.
 - f. Approve 2017 City Council Meeting Schedule.
6. Communications/Open Forum
7. Mayor Roger Laughlin – Lifetime Achievement Award for Dick Stoolman
8. Liz Firmstone, Realtor, Lepic-Kroeger Realtors – Overview of United States Department of Agriculture (USDA) Rural Development Home Loans
9. 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.
10. Public Hearing/Non-Consent Agenda
 - a. Jose Gongora – Update on City Safety Program and two chapters of West Branch Safety Manual: Hazardous Communications Program and Confined Space Entry
 - b. Accept the resignations of Neil Korsmo from the Animal Control Commission, Peggy Jeffries from the West Branch Preservation Commission, and Clara Oleson from the Planning and Zoning Commission./Move to action.
 - c. Mayor Pro Tem Colton Miller - Appointments/Reappointments/Move to action.
 - i. Terry Goerdts – Zoning Administrator
 - d. Second Reading of Ordinance 744, Amending Chapter 69 “Parking Regulations.”/Move to action.
 - e. Resolution 1547, approving various contracts for the 2017 Hoover’s Hometown Days Celebration in the amount of \$1,849.00./Move to action.



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CITY COUNCIL MEETING AGENDA
Monday, December 19, 2016 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- f. Resolution 1548, terminating the contract agreement with Midwest Janitorial Service./Move to action.
 - g. Resolution 1549, approving an agreement concerning first right of refusal./Move to action.
 - h. Resolution 1550, ordering notice of public hearing on proposed plans and specifications, proposed form of contract and estimate of cost for construction of the Main Street Water Main Improvements Project for the City of West Branch, Iowa and the taking of bids therefor./Move to action.
 - i. Resolution 1551, ordering notice of public hearing on proposed plans and specifications, proposed form of contract and estimate of cost for construction of the Sanitary Sewer Rehabilitation – Phase 2 Project for the City of West Branch, Iowa and the taking of bids therefor./Move to action.
11. City Staff Reports
- a. Deputy City Clerk Leslie Brick – Holiday Schedule for City Services
 - b. Park and Recreation Director Melissa Russell – Theme for park space in Pedersen Valley
 - c. Library/IT Director Nick Shimmin – Update to City of West Branch Website
12. Comments from Mayor and Council Members
13. Adjournment

CITY COUNCIL WORK SESSION AGENDA
Monday, December 19, 2016
Immediately following regular City Council Meeting
City Council Chambers, 110 North Poplar Street

- 1. Call to order
- 2. Roll call
- 3. City Administrator Matt Muckler - Review of Budget Forms
- 4. Library/IT Director Nick Shimmin - FY 16 Expenditures by Function & Revenue by Source
- 5. Finance Director Gordon Edgar - Property Tax Distribution
- 6. Library/IT Director Nick Shimmin - My Tax Dollars at Work
- 7. City Administrator Matt Muckler – Total Employee Compensation Proposal
- 8. Council Member Input - Questions and Comments for Staff
- 9. Adjourn

	Year 2015-2016													Total	Total			Sub-Total	Minus	Total	
	Month	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Calls	Dollar	Meeting	Wellness	Officer	Payroll	ISFA Dues	Payroll
1	Dick Stoolman	0	1	0	4	0	0	1	1	0	1	0	0	8	\$40.00	\$120.00			\$160.00	\$23.00	\$137.00
2	Kevin Stoolman	21	24	16	18	27	22	30	30	29	37	29	29	312	\$1,560.00	\$115.00	\$80.00	\$6,000.00	\$7,755.00	\$23.00	\$7,732.00
3	Jodee Stoolman	2	1	3	0	0	0	0	0	0	2	0	1	9	\$45.00	\$30.00			\$75.00	\$23.00	\$52.00
4	Gary Milder	5	7	9	8	2	3	2	2	6	6	5	6	61	\$305.00	\$50.00			\$355.00	\$23.00	\$332.00
5	Craig Cochran	10	7	7	2	8	2	6	8	8	15	6	5	84	\$420.00	\$45.00		\$480.00	\$945.00	\$23.00	\$922.00
6	Rae Ann Hosier	0	0	0	6	1	4	2	9	8	2	1	4	37	\$185.00	\$90.00		\$2,100.00	\$2,375.00	\$23.00	\$2,352.00
7	Mike Kusick	10	9	2	12	7	11	10	12	7	9	7	4	100	\$500.00	\$55.00			\$555.00	\$23.00	\$532.00
8	David Hosier	8	12	11	14	13	13	12	12	16	14	13	15	153	\$765.00	\$130.00		\$1,200.00	\$2,095.00	\$23.00	\$2,072.00
9	Matt Hills	0	1	1	5	6	5	5	2	6	3	2	9	45	\$225.00	\$30.00			\$255.00	\$23.00	\$232.00
10	Matt Tisinger	16	13	11	15	12	12	17	15	18	16	8	18	171	\$855.00	\$60.00	\$100.00	\$480.00	\$1,495.00	\$23.00	\$1,472.00
11	Andy Hosier	6	5	6	4	6	5	6	6	8	8	6	6	72	\$360.00	\$45.00	\$40.00	\$480.00	\$925.00	\$23.00	\$902.00
12	Jim Friis	0	0	1	1	0	0	0	0	0	1	0	0	3	\$15.00	\$25.00			\$40.00	\$23.00	\$17.00
13	Sandy Heick	6	13	14	10	11	13	10	6	13	9	10	12	127	\$635.00	\$50.00		\$1,800.00	\$2,485.00	\$13.00	\$2,472.00
14	Tanya Havlik Sr	13	11	9	15	10	12	19	14	16	9	13	14	155	\$775.00	\$50.00		\$900.00	\$1,725.00	\$23.00	\$1,702.00
15	Kory Hanna	3	3	2	6	3	3	8	4	1	1	4	1	39	\$195.00	\$55.00			\$250.00	\$23.00	\$227.00
16	Chad Schutte	2	0	3	4	2	3	4	5	4	4	1	11	43	\$215.00	\$55.00	\$80.00	\$300.00	\$650.00	\$23.00	\$627.00
17	Mike Fair	16	13	15	19	12	13	10	12	19	13	19	14	175	\$875.00	\$60.00	\$40.00		\$975.00	\$23.00	\$952.00
18	Zack Thomas	0	0	0	0	0								0	\$0.00	\$0.00			\$0.00	\$23.00	-\$23.00
19	Adam Fair	20	24	25	19	22	24	17	18	27	12	21	24	253	\$1,265.00	\$115.00		\$1,200.00	\$2,580.00	\$23.00	\$2,557.00
20	Trent Tisinger	0	1	1	3	0	1	1	3	1	0	0	0	11	\$55.00	\$50.00	\$100.00	\$360.00	\$565.00	\$23.00	\$542.00
21	Josh Worrell	0	3	1	6	2	4	4	11	7	9	5	7	59	\$295.00	\$70.00			\$365.00	\$23.00	\$342.00
22	Ryan Jennings	0	8	7	12	5	7	5	9	5	3	6	11	78	\$390.00	\$50.00	\$20.00	\$300.00	\$760.00	\$23.00	\$737.00
23	Trent Hansen	1	2	5	4	0	1	4	2	4	12	2	1	38	\$190.00	\$50.00	\$60.00	\$180.00	\$480.00	\$23.00	\$457.00
24	Logan Cilek	3	6	7	7	1	5	9	7	12	10	4	12	83	\$415.00	\$55.00	\$60.00	\$360.00	\$890.00	\$23.00	\$867.00
25	Austin Finnegan	1	4	2	7	2	4	1	8	3	1	1	4	38	\$190.00	\$60.00	\$20.00	\$360.00	\$630.00	\$23.00	\$607.00
26	Rick Hansen	4	0	0	4	0	0	4	4	3	2	1	0	22	\$110.00	\$35.00			\$145.00	\$23.00	\$122.00
27	Dan Heick	13	11	18	22	14	16	22	27	20	15	19	16	213	\$1,065.00	\$50.00			\$1,115.00	\$23.00	\$1,092.00
28	Ben Barrett	2	7	9	11	5	3	3	8	9	15	12	16	100	\$500.00	\$60.00	\$100.00	\$240.00	\$900.00	\$23.00	\$877.00
29	Nevin Tucker	0	2	0	7	1	3	0	3	5	4	6	1	32	\$160.00	\$65.00	\$40.00	\$180.00	\$445.00	\$23.00	\$422.00
30	Brad Rutliff	3												3	\$15.00	\$5.00			\$20.00	\$0.00	\$20.00
31	Jose Gongora	10	5	8	11	4	6	5	17	12	3	7	14	102	\$510.00	\$65.00	\$110.00	\$240.00	\$925.00	\$13.00	\$912.00
32	Travis Wolf	3	1	4	5	1	3							17	\$85.00	\$15.00		\$180.00	\$280.00	\$23.00	\$257.00
33	Curtis Walker	0	2	2	4	0	3	0	2	0	1	0	0	14	\$70.00	\$35.00		\$240.00	\$345.00	\$23.00	\$322.00
34	Diane Borash	6	3	6	2	1	6	6	6	5	3	1	0	45	\$225.00	\$25.00			\$250.00	\$13.00	\$237.00
35	Allison Kusick		4	5	6	6	5	5	2	1	1	0	2	37	\$185.00	\$50.00			\$235.00	\$0.00	\$235.00
36	Rachel Mona							11	12	9	7	5	0	44	\$220.00	\$30.00			\$250.00	\$0.00	\$250.00
37	Cole Tisinger										2	25		27	\$135.00	\$5.00	\$20.00		\$160.00	\$0.00	\$160.00
38	Andrew Lipe												1	1	\$5.00	\$5.00			\$10.00	\$0.00	\$10.00
39	Eric Heick												8	8	\$40.00	\$5.00			\$45.00	\$0.00	\$45.00
	Totals	28	30	31	31	30	37	36	40	43	40	36	36	418	\$14,095.00	\$1,965.00	\$870.00	\$17,580.00	\$34,510.00	\$729.00	\$33,781.00
	Fire	4	4	4	7	3	5	5	5	11	8	9	3	68							
	Mutual Aid	0	1	0	1	1	3	1	0	2	2	0	3	14							
	Medical	24	25	27	23	26	29	30	35	30	30	27	30	336							

**City of West Branch
RECORDS DESTRUCTION FORM**

Page 1 of 1

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

Departmental Destruction		<input checked="" type="checkbox"/> I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Records Retention Schedule and that all audit and administrative requirements have been satisfied. <input checked="" type="checkbox"/> I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and all administrative requirements have been satisfied. Date approved by City Council:
Date of Records Destruction: 12/20/2016 Department Name: Administration – City Office		
Destruction Method:		
Shredding _____	Discard _____	
Outside Vendor <u> X </u> Document Destruction & Recycling Services		
Destruction Certificate: 112049		

Description of Records The contents of each box should be listed separately	Inclusive Dates	Retention Period	Record Type
Utility Billing Records	Feb. 2011 – Oct. 2011	5 years	Water Utility Records
Utility Billing Stubs	Jan. 2011 – Dec. 2011	5 years	Water Utility Records

INSTRUCTIONS FOR FILLING OUT THE RECORDS DESTRUCTION FORM

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

2017 City Council Meeting Schedule

January

Tuesday Jan. 3rd

Tuesday Jan. 17th

February

Monday Feb. 6th

Tuesday Feb. 21st

March

Monday Mar. 6th

Monday Mar. 20st

April

Monday Apr. 3rd

Monday Apr. 17th

May

Monday May 1st

Monday May 15th

June

Monday June 5th

Monday June 26th

July

Monday July 17th

August

Monday Aug. 7th

Monday Aug. 21st

September

Tuesday Sept. 5th

Monday Sept. 18th

October

Monday Oct. 2nd

Monday Oct. 16th

November

Monday Nov. 6th

Monday Nov. 20th

December

Monday Dec. 4th

Monday Dec. 18th

CITY OF
 **WEST BRANCH**
IOWA
Hazardous Communications Program

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13. APPENDIX A7

2. Purpose

- 2.1 This program was created to ensure the safety and health of our employees while handling hazardous chemicals. All procedures and policies were prepared in accordance with OSHA regulation Section 1910.1200 and 1926.59 Hazardous Communications.
- 2.2 Copies of this program will be located at each site where chemicals are used. If a chemical is used off-site, a copy of this program and the applicable safety data sheets (SDS) will be placed in the truck or trailer that transports the chemical.

3. Violation of Hazardous Communications Program

- 3.1 Employees who violate the hazardous communications procedures will be disciplined according to the personnel policy. Employees will also be required to attend retraining on the procedures or policies that were violated.

4. Program Administrator

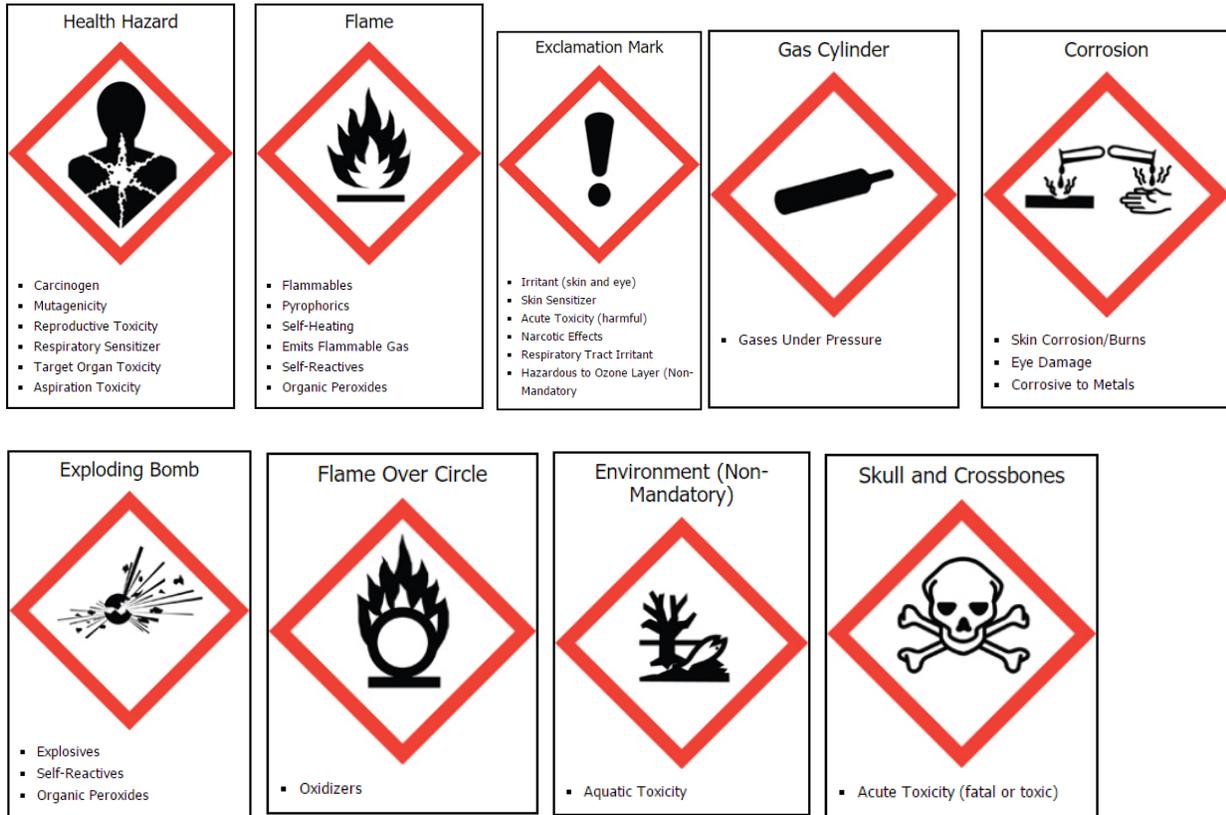
- 4.1 The program administrator will be responsible for annual review of the program, coordination of employee hazardous communications training, purchase of equipment and incident review of injuries or illness involving chemical exposures.
- 4.2 Employees should refer questions or comments about this program to the administrator.
- 4.3 The program administrator is Matt Muckler.

5. Container Labeling

- 5.1 All chemicals purchased for use by City of West Branch shall meet the following standards before use or transport to other facilities:
 - a. Product identifier
 - b. Hazard Statement
 - c. Signal word
 - d. Pictograms
 - e. Precautionary statements
 - f. contents must be clearly labeled by manufacturer
 - g. container labels must list name, number and address of manufacturer
- 5.2 A chemical shall be secured against use if the container does not meet these standards.
- 5.3 When a secondary container such as sprayers, gas cans and buckets are used to disperse, mix or carry a chemical, it must be labeled. Labels should include name of the chemical and appropriate hazard warnings. Containers missing original labels should also be re-labeled.

6. Labeling

6.1 As of June 1, 2015, the Hazard Communication Standard (HCS) will require pictograms on labels to alert users of the chemical hazards to which they may be exposed. Each pictogram consists of a symbol on a white background framed within a red border and represents a distinct hazard(s). The pictogram on the label is determined by the chemical hazard classification.



7. Chemical Inventory List

- 7.1 All chemicals that are physical or health hazards must be included in an inventory for each department. Physical or health risks are noted on the container or on a safety data sheet (SDS) provided by the manufacturer or retailer. Each department shall keep the inventory as an appendix to the Hazard Communication program for that department.
- 7.2 The list shall be updated every time a new chemical is introduced into or removed from the workplace. The program administrator may designate a person from each department to maintain the chemical inventory for that department.
- 7.3 Each department shall forward a copy of the chemical inventory lists to the administrator to be maintained in a master list. See hazardous materials/chemical inventory lists form-page 4

8. Safety Data Sheets

- 8.1 SDS are written or printed materials that identify the safety and health risks of a chemical, the routes of exposure and precautions to use when handling the chemical. The vendor or manufacturer provides a SDS upon purchase and request.
- 8.2 Each chemical in the inventory shall have a corresponding SDS. The sheets shall be organized in a manner that the SDS for a chemical appears in the same order as it appears on the inventory list. The person designated to maintain the inventory shall also maintain the SDS.
- 8.3 When a chemical is removed from use and from the chemical inventory, the SDS must also be removed. Retired SDS must be retained and stored for 30 years from the date of removal from service. Date of removal must be noted on the upper right hand corner of the SDS.

9. Unlabeled Pipes

- 9.1 Employees may be required to work in areas where chemicals are contained in unlabeled pipes. When labeling is not feasible, employees shall be informed of the contents of the pipes (e.g. Chlorine) and the hazards associated with the chemicals. Employees should also be instructed on the proper measures to reduce or eliminate exposures.

10. Employee Information and Training

- 10.1 The employer shall provide training so that all employees acquire the understanding, knowledge, and skills necessary for the safe performance of their duties.
- 10.2 See IMWCA Online training Course RP09

11. Outside Contractors

- 11.1 The program administrator must inform all contractors of the elements of this program. Contractors must also make copies of their hazardous communications program and all SDS for chemicals brought on site available to the program administrator. Contractors who fail to follow the program requirements will be asked to leave the premises. Contractors with an insufficient program will not be allowed to begin work until their program meets or exceeds the requirements of this program.

13. Appendix A

To view and download the Section 1910.1200 hazardous communication regulations from the OSHA web site, click on the following link:

www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10099

Print out a copy of the standard and mandatory appendices to include with your program.



Confined Spaces Program

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2 Purpose

- 2.1 This program was created to ensure the safety and health of our employees while performing tasks that require entry into areas defined as confined spaces. All procedures and policies were prepared in accordance with OSHA regulation Section 1910.146 Permit Required Confined Spaces Entry Procedures.
- 2.2 Copies of this program will be located at each work site where confined spaces have been identified including temporary maintenance and construction sites.

3 Violation of permit required confined spaces program

- 3.1 Employees who violate the permit required confined spaces procedures may be disciplined according to the personnel policy. Employees will also be required to attend retraining on the procedures or policies that were violated.

4 Program administrator

- 4.1 The program administrator shall be responsible for annual review of the program, coordination of employee confined spaces training, purchase of equipment and incident review of injuries or illnesses involving confined spaces entry.
- 4.2 Employees should refer their questions or comments about this program to the administrator.
- 4.3 The program administrator is: *Matt Muckler*

5 Confined spaces evaluations and inventory

- 5.1 Each department shall inspect and inventory all work locations to determine if confined spaces as defined by Section 1910. 146 exist. A written entry procedure shall be provided for each confined space and updated as needed.
- 5.2 See Sample Confined Spaces Evaluations and Inventory form -page 5

6 Key Definitions

- 6.1 "Confined space" means a space that:
 - (1) Is large enough and so configured that an employee can bodily enter and perform assigned work.
 - (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry.)
 - (3) Is not designed for continuous employee occupancy.
- 6.2 "Entry" means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.
- 6.3 "Entry permit (permit)" means the written or printed document that is provided by the employer to allow and control entry into a permit space. Sample Attached.

- 6.4 "Entry supervisor" means the person (such as the employer, foreman, or crew chief) responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry as required by this section.
- 6.5 "Permit-required confined space (permit space)" means a confined space that has one or more of the following characteristics:
- (1) Contains or has a potential to contain a hazardous atmosphere.
 - (2) Contains a material that has the potential for engulfing an entrant.
 - (3) Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section.
 - (4) Contains any other recognized serious safety or health hazard.
- 6.6 "Permit system" means the employer's written procedure for preparing and issuing permits for entry and for returning the permit space to service following termination of entry.
- 6.7 "Rescue service" means the personnel designated to rescue employees from permit spaces.

7 Completion and Retention of Entry Permits

- 7.1 Before entry into a permit required confined space, a permit shall be completed by an entry supervisor after a review of the worksite and after determining that entry conditions are acceptable. The entry supervisor will authorize the beginning entry time and the cancellation time for the permit.
- 7.2 Cancelled permits shall be kept on file for one year from cancellation date.

8 Lockout/tagout procedures

- 8.1 If the hazard evaluation determines that lockout or tagout procedures are required to safely perform a task in a permit required space, employees shall refer to the entity's lockout /tagout policy for proper procedures.

9 Hazardous communications

- 9.1 If hazardous substances are present in the confined space during entry (i.e. cleaning chemicals), a copy of the applicable material safety data sheets/global harmonization system sheets for the substances must be available at the entry site.

10 Employee Information and Training

- 10.1 The employer shall provide training so that all employees acquire the understanding, knowledge, and skills necessary for the safe performance of their duties.
- 10.2 See IMWCA Online training Course RP09

11 Rescue Services

- 11.1 Before a permit required confined space entry, the emergency rescue team must be notified.

11.2 The emergency rescue team is:

Name	Number

11.3 The rescue team shall practice making permit space rescues at least once every 12 months, by means of simulated rescue operations in which they remove dummies, manikins or actual persons from the actual permit spaces or from representative permit spaces. Representative permit spaces shall, with respect to opening size, configuration and accessibility, simulate the types of permit spaces from which rescue is to be performed.

11.4 Rescue Team or Rescue Services Evaluation Criteria:

http://osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9803

12 Outside contractors

12.1 Prior to work starting, the program administrator shall meet with outside contractors to cover the following elements:

[http://osha.gov/pls/oshaweb/owalink.query_links?src_doc_type=STANDARDS&src_unique_file=1910_0146&src_anchor_name=1910.146\(c\)\(8\)](http://osha.gov/pls/oshaweb/owalink.query_links?src_doc_type=STANDARDS&src_unique_file=1910_0146&src_anchor_name=1910.146(c)(8))

14 Confined Space Entry Permit

Date and Time Issued: _____ Date and Time Expires: _____
 Job site/Space I.D.: _____ Job Supervisor: _____
 Equipment to be worked on: _____
 Work to be performed: _____
 Stand-by personnel: _____

1. Atmospheric Checks:							
Time		Time		Time		Time	
Oxygen	%	Oxygen	%	Oxygen	%	Oxygen	%
Explosive (L.F.L*)	%	Explosive (L.F.L*)	%	Explosive (L.F.L*)	%	Explosive (L.F.L*)	%
Toxic (PPM)		Toxic (PPM)		Toxic (PPM)		Toxic (PPM)	

*Lower Flammable Limit

2. Tester's Name (Print and Sign): _____

3. Source isolation (No Entry):	N/A	Yes	No
Pumps or lines blinded,	N/A	Yes	No
Disconnected, or blocked	N/A	Yes	No

4. Ventilation Modification:	N/A	Yes	No
Mechanical	N/A	Yes	No
Natural Ventilation only	N/A	Yes	No

5. Atmospheric check after isolation and Ventilation:							
Time		Time		Time		Time	
Oxygen		Oxygen		Oxygen		Oxygen	
Explosive (L.F.L*)	%	Explosive (L.F.L*)	%	Explosive (L.F.L*)	%	Explosive (L.F.L*)	%
Toxic (PPM)		Toxic (PPM)		Toxic (PPM)		Toxic (PPM)	

Oxygen > 19.5% Explosive < 10% Toxic H(2)S (Hydrogen Sulfide)

Tester's Name (Print and Sign): _____

6. Communication procedures:

7. Rescue procedures:

8. Successfully completed required training?	N/A	Yes	No
Is it current?	N/A	Yes	No

9. Equipment:			
Direct reading gas monitor - tested:	N/A	Yes	No
Safety harnesses and lifelines for entry and standby persons:	N/A	Yes	No
Hoisting equipment:	N/A	Yes	No
Powered communications:	N/A	Yes	No
SCBA's for entry and standby persons:	N/A	Yes	No
Protective Clothing:	N/A	Yes	No
All electric equipment listed Class I, Division I, Group D and Non-sparking tools:	N/A	Yes	No

We have reviewed the work authorized by this permit and the information contained here-in. Written instructions and safety procedures have been received and are understood. Entry cannot be approved if any squares are marked in the "No" column. This permit is not valid unless all appropriate items are completed.

Permit Prepared By: (Supervisor) _____

Approved By: (Unit Supervisor) _____

Reviewed By (Confined Space Operations Personnel):

Printed Name: _____

Signature: _____

This permit to be kept at job site.

Return copy to City Administrator following job completion.

15 Appendix A

- 15.1 To view and download the Section 1910.147 Control of Hazardous Energy regulations from the OSHA web site, click on the following link:
http://osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9797
- 15.2 Print out a copy of the standard and mandatory appendices to include with your program.

August 2, 2016

Mayor Roger Laughlin, West Branch, IA.

City Administrator Matt Muckler, West Branch, IA.

My term on the Animal Control Commission ends December 31, 2016. I don't wish to be considered for another term on the Commission. Thank you for the opportunity to serve our community.

Sincerely,

A handwritten signature in black ink that reads "Neil Korsmo". The signature is written in a cursive style with a large, sweeping initial "N".

Neil Korsmo

Matt Muckler

From: clara oleson <coleson@Lcom.net>
Sent: Thursday, December 8, 2016 1:59 PM
To: Matt Muckler
Subject: Reignation ltr

Dear Matt,

Thank you for the opportunity to be of service on the Planning and Zoning Commission. Please accept my resignation, effective the end of my term, i.e. the end of the year.

Thank you and your staff for the support you provided P n Z; it was most welcome. Further, the other commission members are notable in their concern for West Branch. Commendable also is the Mayor's active attendance at our meetings providing transparent leadership.

Thanks for the opportunity to contribute. clara oleson

ORDINANCE NO. 744

AN ORDINANCE AMENDING CHAPTER 69 OF THE CODE OF ORDINANCES REGARDING PARKING REGULATIONS.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. Amendment. The Code of Ordinances of the City of West Branch is hereby amended by adding subparagraph 18 to Section 69.0 of the Code of Ordinances, which will read as follows:

“18. Non-hard surface. A) No person shall stand, stop or park any motor vehicle on the area of the public right-of-way lying between the lot line and curb or traveled portion of a street; or B) No off-street parking shall be permitted in the grass area in the required maximum front yard of any residential district.”

Section 2 Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Adjudication. 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 the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

* * * * *

Passed and approved this 19th day of December, 2016.

First Reading: December 8, 2016
Second Reading: December 19, 2016
Third Reading:

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1547

RESOLUTION APPROVING VARIOUS CONTRACTS FOR THE 2017 HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$1,849.00.

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

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

WHEREAS, three organizations have submitted proposed service agreements in the amount of \$1,849.00 to musical entertainment and golf carts for use during the event; and

WHEREAS, it is now necessary to approve said agreements.

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

* * * * *

Passed and approved this 19th day of December, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

City of West Branch PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of December, 5th, between The City of West Branch ("City") and Brass Transit Authority (the "Performer") for the hiring of the Performer as independent contractors to perform (the "Show") for the City at the Downtown West Branch stage (the "Venue"), located at the address PO Box 218, West Branch, IA 52358.

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue, located at the stage near 105 West Downey Street, West Branch, IA 52358, on the 5th day of August, 2017, from 3:30pm to 4:30pm .

2. **Description of Show.** Live music performed by BTA
www.btacr.com

Show will last of a minimum of 60 minutes.

3. **Payment.** Compensation for the Show will be \$599 dollars, payable by check made out to Christopher Bird being the "Fee." The whole of the Fee is due immediately following the Performer's Show, but may be made earlier.

4. **Cancellation.** Cancellation may be made by City before two days prior to the time of Show. The City is unable and therefore will not pay funds if the Show is not performed for any reason.

5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of the Performer, the 50% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. **Food and Drink.** The Performer is responsible for providing all food and drink required to complete the performance.

7. **Parking.** the City will secure sufficient parking for the Performer's personnel and equipment transportation within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

8. **Sound Systems Check.** A sound check conducted by the Performer of Venue's sound system is required, at a time to be mutually arranged between the Performer and the City. The sound system and its operation must be supplied by the performer unless other arrangements have been made.

9. **Insurance, Security, Health, and Safety.** The Performer is required to have Proof of Insurance provided to the City at the time that this contract is signed. Insurance documents must show coverage for any and all damage to equipment as well as any personal injury that may be

incurred as a result of the scheduled Show. The City warrants that the Venue will be of sufficient size to safely conduct Show, that the Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary.

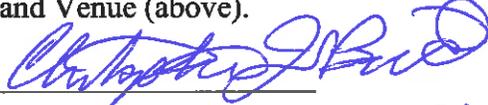
10. **Indemnification.** The City indemnifies and holds the Performer harmless for any claims of property damage or bodily injury caused by Show attendees. The Performer indemnifies and holds the City harmless for any claims of property or bodily injury caused by performance in the Show.

11. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

12. **Interpretation.** Agreement will be interpreted according to the laws of Iowa.

13. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to the Performer or City, as judged by the City. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed the Performer Representative warrants s/he has authority to enforceably sign this agreement for the Performer in its entirety. The below signed the City's Representative warrants s/he has authority to bind the City and Venue (above).

Signature of the Performer Representative: 

The Performer's Representative typed name and title: Christopher Bird, band member

The Performer's typed name: Brass Transit Authority

The City's Representative Signature: _____

The City's Representative typed name and title: _____

City of West Branch PERFORMANCE CONTRACT

This contract (the "Agreement") is made on this day of Dec 8, 2016, between The City of West Branch ("City") and ThunderPigs (the "Performer") for the hiring of the Performer as independent contractors to perform (the "Show") for the City at the Village Green (the "Venue"), located at the address PO Box 218, West Branch, IA 52358.

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the time and place of Show will be Venue, located at the Village Green Gazebo, West Branch, IA 52358, on the 4th day of August, 2017, from 5pm-5:45pm .

2. **Description of Show.** A rock show led by outstanding vocals and backed by phenomenal Musicians!

Show will last of a minimum of 45 minutes.

3. **Payment.** Compensation for the Show will be \$250 dollars, payable by check made out to Ben Colbert being the "Fee." The whole of the Fee is due immediately following the Performer's Show, but may be made earlier.

4. **Cancellation.** Cancellation may be made by City before two days prior to the time of Show. The City is unable and therefore will not pay funds if the Show is not performed for any reason.

5. **Force Majeure.** In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of the Performer, the 50% deposit of Fee is non-refundable, but no other portion of Fee is due, and the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. **Food and Drink.** The Performer is responsible for providing all food and drink required to complete the performance.

7. **Parking.** the City will secure sufficient parking for the Performer's personnel and equipment transportation within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

8. **Sound Systems Check.** A sound check conducted by the Performer of Venue's sound system is required, at a time to be mutually arranged between the Performer and the City. The sound system and its operation must be supplied by the performer unless other arrangements have been made.

9. **Insurance, Security, Health, and Safety.** The City does will not provide insurance for The Performer. The Performer assumes all liability for any and all damage to equipment as well as any personal injury that may be incurred as a result of the scheduled Show. The City warrants

that the Venue will be of sufficient size to safely conduct Show, that the Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary.

10. **Indemnification.** The City indemnifies and holds the Performer harmless for any claims of property damage or bodily injury caused by Show attendees. The Performer indemnifies and holds the City harmless for any claims of property or bodily injury caused by performance in the Show.

11. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

12. **Interpretation.** Agreement will be interpreted according to the laws of Iowa.

13. **Riders.** Nothing in Agreement shall prevent any rider from being added to Agreement that is favorable to the Performer or City, as judged by the City. All riders must be in writing and signed by the party against whom enforcement is sought.

The below-signed the Performer Representative warrants s/he has authority to enforceably sign this agreement for the Performer in its entirety. The below signed the City's Representative warrants s/he has authority to bind the City and Venue (above).

Signature of the Performer Representative: Michael Colbert

The Performer's Representative typed name and title: Michael Colbert

The Performer's typed name: Thunder Pigs

The City's Representative Signature: _____

The City's Representative typed name and title: _____

YOTTYS GOLF CARS

SALES, SERVICE & LEASE

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

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

YOTTYS GOLF CARS

CONTRACT FOR SPECIAL EVENT RENTALS

This agreement, made and entered into and executed by and between, Yotty Golf Cars, hereinafter called the "Lessor", and City of West Branch hereinafter called the "Lessee".
Hoover Home Town Days

Hoover Home Town Days
 I (Print Name) _____ hereby agree to the terms of this contract with Lessor of Kalona, Iowa.

RENTALS- The term of this contract is for the lease of said number of car(s) 10.
 For the length of time from pick-up date of Aug 4 and returned date of Aug 5.
 Total number of days 2.

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

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

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

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

12/6/14

 Date

 Date

Yotty's Golf Cars Sales & Service

Lessor
[Signature]
 Name & Title

 Lessee

 Name & Title

 Witness

 Witness

*10 cars total
 2 utility cars
 4-6 - 6 pass
 Rest 4 pass cars*

RESOLUTION NO. 1548

RESOLUTION TERMINATING THE CONTRACT AGREEMENT WITH
MIDWEST JANITORIAL

WHEREAS, the City Council of the City of West Branch approved a contract agreement with Midwest Janitorial Service, Inc. at their July 18, 2011 City Council Meeting; and

WHEREAS, the contract agreement with Midwest Janitorial became effective on August 1, 2011; and

WHEREAS, Section 10 of the Contract Agreement allows the City of West Branch to terminate the agreement by providing thirty days notice by Registered Mail to Midwest Janitorial Service, Inc.; and

WHEREAS, it is now necessary to approve said termination.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa directs the City Administrator to provide a copy of this resolution to Midwest Janitorial Service, Inc. as written notice of termination of the Contract Agreement.

* * * * *

Passed and approved this 19th day of December, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

CONTRACT AGREEMENT

Effective: 8/1/11

1. MIDWEST JANITORIAL SERVICE, INC., hereinafter referred to as MIDWEST, agrees to provide maintenance service as per the attached schedule for:

City of West Branch - Public Library, City offices, Town Hall, Police Dept
110 N. Poplar Street
West Branch, Iowa 52358
2. The monthly charge includes the service as outlined. Any work not mentioned can be negotiated and performed.
3. These services shall be performed 3 days per week on Monday, Thursday & Friday.
4. No service shall be provided on the following holidays (unless otherwise stated):
New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
5. No service shall be provided on the following holidays (unless otherwise stated):
New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
6. One (1) additional day will be charged each Leap Year for service performed on February 29th. DK **Customer Initials**
7. MIDWEST assumes all financial responsibility such as wages, payroll taxes and other costs directly related to the services. Sales and/or service taxes shall be charged to the client where applicable.
8. Any increase in minimum wage will increase the contract price by the amount of the percent of increase in the minimum wage. DK **Customer Initials**
9. MIDWEST agrees to provide all labor, material and equipment necessary to completely clean the facility as indicated. Supplies such as towels, soap, tissue, napkins, waste container liners and light bulbs shall be purchased by the client. Client shall also provide a secure storage area for cleaning equipment and supplies.
10. The agreement shall be in effect as of the date of service commencement, but may be terminated by either party upon giving thirty (30) days notice by Registered Mail to the other party.
11. It shall be understood and agreed that during the term of this agreement and for one (1) year thereafter, the Client will not directly or indirectly, hire any person or persons employed by MIDWEST, or directly or indirectly cause such a person or persons to be hired by others.

12. Failure to perform due to absenteeism will result in a deduction of the contract price. The amount of deduction will be based on the contract unit price per month divided by the scheduled days of work for the month.
13. The aforementioned maintenance service shall be performed for the monthly sum of:
- \$ 726.75 Per Month (plus tax)
payable on the first day of each month following performance of service and invoicing.

A 1.5% cost of living increase will be assessed after each year of service.

14. Invoicing is done at the beginning of the month prior to service to provide your accounts payable department ample time to enter our invoice. All accounts are due and payable in thirty (30) days from date of invoice. Any customers wishing to pay by a credit card will be assessed an additional 3%. All accounts thirty (30) days or more past due are subject to a finance charge of 1-1/2% per month, or 18% per annum. (Minimum finance charge of \$1.00 per month).
15. **Keys:** Please obtain three (3) copies of each necessary key. Midwest Janitorial Service, Inc. assigns a numeric code to your keys. Key distribution is as follows: (1) to our safe, (2) to our account supervisor and (3) to our custodian.
16. **Alarm/Security:** Please provide Midwest Janitorial Service, Inc. with an individual alarm code, if possible and notify your security company that we will be cleaning your facility.
17. Midwest Janitorial Service, Inc. is an Equal Opportunity Employer as pursuant to Executive Order 11246: Section 204. All qualified applicants will receive consideration without discrimination because of sex, marital status, race, gender identity, sexual orientation, age, creed, national origin or the presence of disabilities.
18. Midwest Janitorial Service, Inc. shall submit a certificate of insurance to the City naming the City of West Branch as an additional insured on its policy.

IT IS AGREED that this agreement, together with the attached Operations Schedule is the entire agreement between the parties and that all other agreements are merged herein.

EFFECTIVE THE 1st DAY OF AUGUST 2011.

City of West Branch

 By: _____

 Title: _____

MIDWEST JANITORIAL SERVICE

 By: _____
 Title: VP - Business Development

RESOLUTION NO. 1549

RESOLUTION APPROVING AN AGREEMENT CONCERNING RIGHT OF FIRST REFUSAL.

WHEREAS, Casey's General Stores has heretofore submitted a proposed Site Plan to construct a gas and convenience store at 615 S. Downey Street in the City of West Branch, Iowa (the "Project"); and

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

WHEREAS, the Project requires public improvements for S. Downey Street and Tidewater Drive; and

WHEREAS, Casey's Marketing Company has agreed to cause these improvements to be constructed; and

WHEREAS, the City of West Branch has agreed to repay Casey's Marketing Company for the City's share of these costs through tax increment financing rebates; and

WHEREAS, the West Branch City Attorney has drafted a development agreement with Casey's Marketing Company for the consideration of the West Branch City Council; and

WHEREAS, Casey's Marketing Company has reviewed and is in agreement with the development agreement; and

WHEREAS, the City Council of the City of West Branch, Iowa approved the aforementioned development agreement with Casey's Marketing Company on May 18, 2015; and

WHEREAS, the Developer's obligations under the aforementioned development agreement includes the following:

8. The Developer shall maintain and operate the Casey's gas station and convenience store currently located at 311 E. Main Street for the duration of this Agreement. At such time that the Developer ceases to maintain and operate the Casey's gas station or convenience store at 311 E. Main Street, the City's obligation to make payments under this Agreement ceases, until Casey's Marketing Company provides the City with the right of first refusal on the property located at 311 E. Main Street.

9. In the case that the Developer ceases to maintain and operate the Casey's gas station or convenience store at 311 E. Main Street, and the City is provided with the right of first refusal on the property located at 311 E. Main Street, Casey's Marketing Company has 180 days to dispose of the Property at 311 E. Main Street. In the case that Casey's Marketing Company fails to dispose of the Property within 180 days of ceasing to maintain and operate the Casey's gas station or convenience store at 311 E. Main Street, the City's obligation to make payments under this Agreement ceases.

WHEREAS, the Developer ceased to maintain and operate the Casey's gas station and convenience store on November 30, 2016; and

WHEREAS, the City's obligation to make payments under the aforementioned development agreement have therefore ceased until such time as the developer provides the City of West Branch with right of first refusal on the property located at 311 E. Main Street; and

WHEREAS, Casey's Marketing Company now desires to grant a first right of refusal in the event that they decide to sell the property; and

WHEREAS, the city attorney has drafted an Agreement Concerning Rights of First Refusal and provided that agreement to Casey's Marketing Company for their review, and

WHEREAS, it is now necessary to approve said agreement concerning right of first refusal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned agreement concerning right of first refusal with Casey's Marketing Company is hereby approved.

Passed and approved this 19th day of December, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

AGREEMENT CONCERNING RIGHT OF FIRST REFUSAL

THIS AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of _____, 201_, by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358 (hereafter the “City”); and Casey’s Marketing Company, Inc., One SE Convenience Boulevard, Ankeny, Iowa 50021 (hereafter referred to as “Owner”).

WHEREAS, Owner is the owner of that certain real property generally referred as to 311 E. Main Street, West Branch, Iowa 52358, and legally described as follows:

(the “Property”); and

WHEREAS, Owner desires to grant a Right of First Refusal in the event that Owner decides to sell the Property; and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other valuable consideration, receipt of which each of the parties hereby acknowledge, the parties agree as follows:

1. Conveyance of Owner. Owner shall not sell or in any way attempt to sell the Owner’s interest in the Property except in accordance with this Agreement, and any sale in violation of this Agreement shall be null and void and of no force or effect.

2. Right of First Refusal. If Owner receives a bona fide written offer (“Third Party Offer”) from a purchaser to purchase the Owner’s interest in the Property, the Owner may sell such interest in the Property in accordance with the following procedure:

a. Prior to selling its interest pursuant to the Third Party Offer, the Owner shall give written notice (the “Sale Notice”) to the City of the Third Party Offer, specifying the name and address of the potential purchaser and the payment terms of the proposed sale, and in addition, the Sale Notice shall be accompanied by the Third Party Offer. For a period of thirty (30) days following receipt of the Sale Notice (the “Option Period”), the City shall have the exclusive right and option to purchase the Property under the same price and payment terms as listed in the Third Party Offer. The City shall exercise its exercise of its Right of First Refusal by providing written notice to Owner during the Option Period.

b. If the option to purchase the property is not exercised by the City within the Option Period, the Owner may sell its interest in the Property to the proposed purchaser specified in the Sale Notice at any time within sixty (60) days after the expiration of the Option Period, but only under the same price and payment terms as outlined in the Sale Notice. If the Owner does not sell its interest to the person in the Sale Notice within said sixty (60) day period, of it there is a change in the price or payment terms of the Third Party Offer, the Owner may not sell its interest in the Property unless it once again complies with this Agreement.

3. Notices. Any notice required to be given hereunder shall be deemed given on the day written notice is delivered personally or two (2) business days after being deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, and addressed as follows:

To Owner:

Casey's Marketing Company, Inc.
One SE Convenience Boulevard
Ankeny, Iowa 50021

To City:

City of West Branch, Iowa
100 N. Poplar Street
West Branch, Iowa 52358
ATTN: City Clerk

4. Interpretation. This Agreement shall be construed and governed in accordance with the laws of the State of Iowa.

5. Attorneys' Fees and Costs. In the event that either party hereto brings an action or proceeding for declaration of the rights of the parties under this Agreement or for any alleged breach of the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to any damages or relief awarded.

6. Final Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the successors and assigns of the respective parties hereto. This Agreement represents the complete understanding of the parties with respect to matters covered and supersedes any prior understandings or agreements with respect to the matter, either written or oral.

7. Amendment. This Agreement can only be amended by an instrument in writing executed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY:

OWNER:

Roger Laughlin, Mayor

By: _____

Print name and title

ATTEST:

Matt Muckler, City Administrator/Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on this ____ day of _____, 201_, by Roger Laughlin and Matt Muckler, as Mayor and City Clerk respectively of the City of West Branch, Iowa.

Notary Public

STATE OF IOWA, COUNTY OF POLK, ss:

This instrument was acknowledged before me on this ____ day of _____, 201_, by _____ as _____ of Casey's Marketing Company, Inc.

Notary Public

RESOLUTION NO. 1550

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

WHEREAS, the City Council intends to complete the Main Street Water Main Improvements Project as a continuation of efforts to repair and replace water utility infrastructure.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the City Clerk is hereby directed to give notice in substantially the following form:

NOTICE OF PUBLIC HEARING

MAIN STREET WATER MAIN IMPROVEMENTS
WEST BRANCH, IOWA

Notice is hereby given that a public hearing will be held by the City of West Branch on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the MAIN STREET WATER MAIN IMPROVEMENTS PROJECT at its meeting at 7:00 p.m. on the 17th day of January, 2017, in the Council Chambers at City Hall, 110 North Poplar Street, West Branch, Iowa. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed Form of Contract, and the Estimate of the Cost for the project.

Published by the order of the City of West Branch, Iowa, on this 5th day of January, 2017.

CITY OF WEST BRANCH, IOWA,

By: Roger Laughlin

Title: Mayor

* * * * *

Passed and approved this 19th day of December, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

SCHEDULE

FOR

MAIN STREET WATER MAIN IMPROVEMENTS

WEST BRANCH, IOWA

DECEMBER 19, 2016:	Council sets Public Hearing Date and Bid Date
JANUARY 5, 2017:	Plans and Specifications Available
JANUARY 5, 2017:	Post Notice to Bidders
JANUARY 5, 2017:	Publish Notice of Public Hearing
JANUARY 16, 2017:	Public Hearing
JANUARY 26, 2017:	Receive Bids for Project
FEBRUARY 6, 2017:	Award Contract
FEBRUARY 27, 2017:	Notice to Proceed
JUNE 23, 2017:	Completion Date



NOTICE OF PUBLIC HEARING

MAIN STREET WATER MAIN IMPROVEMENTS
WEST BRANCH, IOWA

Notice is hereby given that a public hearing will be held by the City of West Branch on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the MAIN STREET WATER MAIN IMPROVEMENTS project at its meeting at 7:00 p.m. on the 17th day of January, 2017, in the Council Chambers at City Hall, 110 North Poplar Street, West Branch, Iowa. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed Form of Contract, and the Estimate of the Cost for the project.

Published by the order of the City of West Branch, Iowa, on this 5th day of January, 2017.

CITY OF WEST BRANCH, IOWA,

By: Roger Laughlin

Title: Mayor

RESOLUTION NO. 1551

ORDERING NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE SANITARY SEWER REHABILITATION – PHASE 2 PROJECT FOR THE CITY OF WEST BRANCH, IOWA, AND THE TAKING OF BIDS THEREFOR

WHEREAS, the City Council intends to complete the Sanitary Sewer Rehabilitation – Phase 2 Project as a continuation of efforts to reduce inflow and infiltration of the City’s wastewater collections system through repair and replace wastewater utility infrastructure.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the City Clerk is hereby directed to give notice in substantially the following form:

NOTICE OF PUBLIC HEARING

SANITARY SEWER REHABILITATION – PHASE 2
WEST BRANCH, IOWA

Notice is hereby given that a public hearing will be held by the City of West Branch on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the SANITARY SEWER REHABILITATION – PHASE 2 project at its meeting at 7:00 p.m. on the 17th day of January, 2017, in the Council Chambers at City Hall, 110 North Poplar Street, West Branch, Iowa. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed Form of Contract, and the Estimate of the Cost for the project.

Published by the order of the City of West Branch, Iowa, on this 5th day of January, 2017.

CITY OF WEST BRANCH, IOWA,

By: Roger Laughlin

Title: Mayor

* * * * *

Passed and approved this 19th day of December, 2016.

Roger Laughlin, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

SCHEDULE

FOR

SANITARY SEWER REHABILITATION – PHASE 2

WEST BRANCH, IOWA

DECEMBER 19, 2016:	Council sets Public Hearing Date and Bid Date
JANUARY 5, 2017:	Plans and Specifications Available
JANUARY 5, 2017:	Post Notice to Bidders
JANUARY 5, 2017:	Publish Notice of Public Hearing
JANUARY 16, 2017:	Public Hearing
JANUARY 26, 2017:	Receive Bids for Project
FEBRUARY 6, 2017:	Award Contract
FEBRUARY 27, 2017:	Notice to Proceed
AUGUST 25, 2017:	Completion Date



NOTICE OF PUBLIC HEARING

SANITARY SEWER REHABILITATION – PHASE 2
WEST BRANCH, IOWA

Notice is hereby given that a public hearing will be held by the City of West Branch on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the SANITARY SEWER REHABILITATION – PHASE 2 project at its meeting at 7:00 p.m. on the 17th day of January, 2017, in the Council Chambers at City Hall, 110 North Poplar Street, West Branch, Iowa. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed Form of Contract, and the Estimate of the Cost for the project.

Published by the order of the City of West Branch, Iowa, on this 5th day of January, 2017.

CITY OF WEST BRANCH, IOWA,

By: Roger Laughlin

Title: Mayor