

# *City of West Branch*

~ A Heritage for Success ~

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110 N. Poplar St. • P.O. Box 218 • West Branch, Iowa 52358  
Ph. 319-643-5888 • Fax 319-643-2305 • [www.westbranchiowa.org](http://www.westbranchiowa.org) • [wbcity@lcom.net](mailto:wbcity@lcom.net)

**CITY COUNCIL WORK SESSION**  
**Monday, February 6, 2012 • 6:00 p.m.**  
**City Council Chambers, 110 North Poplar Street**

1. Call to order
2. Roll call
3. Matt Wildman, P.E., HR Green – Walker, IA Submerged Attached Growth Reactor (SAGR) Project
4. Adjournment

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**Mayor:** Don Kessler • **Council Members:** Jordan M. Ellyson, Colton Miller, Jim Oaks, Dan O'Neil, Mark Worrell  
**City Administrator/Clerk:** Matt Muckler • **Fire Chief:** Kevin Stoolman • **Library Director:** Nick Shimmin  
**Parks & Rec Director:** Melissa Russell • **Police Chief:** Mike Horihan • **Public Works Director:** Matt Goodale

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## **CITY COUNCIL MEETING AGENDA** **Monday, February 6, 2012 • 6:30 p.m.** **City Council Chambers, 110 North Poplar Street** *Action may be taken on any agenda item.*

1. Call to order
2. Roll call
3. Welcome
4. Approve Agenda/Consent Agenda/Move to action
  - a. Approve minutes from the January 17, 2012 City Council Work Session.
  - b. Approve minutes from the January 17, 2012 City Council Meeting.
  - c. Approve claims.
  - d. Approve rescheduling the Monday February 20, 2012 City Council Meeting to Tuesday, February 21, 2012, due to the Presidents Day Holiday.
5. Communications/Open Forum
6. Public Hearings/Non-Consent Agenda
  - a. Reconsideration of Resolution 962, approving an Engineering Services Agreement with Ament, Inc. in connection with the Safe Routes to School Project./Move to action.
  - b. Resolution 962, approving an Engineering Services Agreement with Ament, Inc. in connection with the Safe Routes to School Project./Move to action.
  - c. Resolution 969, approving an Engineering Service Agreement with Veenstra & Kimm, Inc. in connection with the Priority Routes Sidewalk 2011 Project and directing the city administrator to notify the Iowa Department of Transportation Safe Routes to School Program Manager that the City will not participate in the Safe Routes to School Grant./Move to action.
  - d. Public Hearing on the proposed amendment to the West Branch Zoning Code, specifically incorporating Chapter 173 regarding site plan requirements.
  - e. First Reading of Ordinance 689, amending the West Branch Zoning Code, specifically incorporating Chapter 173 regarding site plan requirements./Move to action.
  - f. Resolution 972, approving agreement with McDonald's Corporation in connection with the McDonald's West Branch Re-Build Project./Move to action.
  - g. Resolution 973, approving McDonald's West Branch Re-Build Site Plan./Move to action.

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**City Administrator/Clerk:** Matt Muckler • **Fire Chief:** Kevin Stoolman • **Library Director:** Nick Shimmin  
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**CITY COUNCIL MEETING AGENDA**  
**Monday, February 6, 2012 • 6:30 p.m. (continued)**  
**City Council Chambers, 110 North Poplar Street**  
*Action may be taken on any agenda item.*

- h. Public hearing on a proposal to vacate and dispose of an interest in real property, said real property being generally described as the northern 75 feet of a 16-foot alley located to the west of Lot 19 and to the east of Lot 18 in Block 22 in Cameron (Original Town) A.K.A. West Branch, in West Branch, Cedar County, Iowa, generally located near Main Street and North 2<sup>nd</sup> Street./Move to action.
  - i. First Reading of Ordinance 690, proposing to vacate and dispose of an interest in real property, said real property being generally described as the northern 75 feet of a 16-foot alley located to the west of Lot 19 and to the east of Lot 18 in Block 22 in Cameron (Original Town) A.K.A. West Branch, in West Branch, Cedar County, Iowa, generally located near Main Street and North 2<sup>nd</sup> Street./Move to action.
  - j. Second Reading of Ordinance 672 amending Title, “Police, Fire and Emergencies,” Chapter 31 “Reserve Police Force.”/Move to action.
  - k. Resolution 970, approving \$\_\_\_\_\_ to be moved from the Park & Recreation General Fund Reserve line to the General Fund for the purchase of the Wapsi View Trailer Court./Move to action.
  - l. Resolution 971, Proclaiming February 14, 2012 as Salute to Hospitalized Veterans Day./Move to action.
  - m. Resolution 974, approving an agreement with Garling Construction, Inc. in connection with the West Branch Fire Station Project./Move to action.
  - n. Resolution 975, accepting the West Branch Fire Station Project as substantially completed./Move to action.
  - o. Approve tentative revenues and expenditures for the general fund in the FY 2012-2013 Annual Budget./Move to action.
  - p. Discussion of revenue estimates and expenditures for all funds outside of the general fund for the FY 2012-2013 Annual Budget.
7. City Staff Reports
- a. Fire Chief Kevin Stoolman – Fire Department Vehicle
  - b. City Administrator Matt Muckler - Comprehensive Plan Public Input Survey
8. Comments from Mayor and Council Members
9. Adjournment

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**Mayor:** Don Kessler • **Council Members:** Jordan M. Ellyson, Colton Miller, Jim Oaks, Dan O’Neil, Mark Worrell  
**City Administrator/Clerk:** Matt Muckler • **Fire Chief:** Kevin Stoolman • **Library Director:** Nick Shimmin  
**Parks & Rec Director:** Melissa Russell • **Police Chief:** Mike Horihan • **Public Works Director:** Matt Goodale

*(The following is a synopsis of the minutes of the West Branch City Council meeting. The full text of the minutes is available for inspection at the City Clerk's office. The minutes are not approved until the next regularly scheduled City Council meeting.)*

**West Branch, Iowa  
Council Chambers**

**City Council Work Session**

**January 17, 2012  
6:00 p.m.**

Mayor Pro Tem Jim Oaks opened the Work session by welcoming the audience and the following City staff: City Administrator/Clerk Matt Muckler, Deputy City Clerk Dawn Brandt, Library Director Nick Shimmin, Park & Rec. Director Melissa Russell, and Public Works Director Matt Goodale.

Council members: Mark Worrell, Jordan Ellyson, Colton Miller, Dan O'Neil and Jim Oaks.

City Engineer Dave Schechinger, P.E. – Discussion of Sidewalk Project Alternatives

Schechinger gave cost estimates for three sidewalk alternative options. Option one includes the Safe Routes to School grant, option two includes all sidewalks/no bridge, and option three is the priority routes. Options 2 and 3 do not use grant funds. Schechinger stated that his estimate on option 2 came in higher than the cost of option 1. Priority routes (option #3) includes in-house improvements by the Public Works department on the College Street Bridge. The first phase of the priority routes option (option #3) includes sidewalk construction on Poplar, Orange St. and Oliphant St. from Orange to Crestview. Public Works director Matt Goodale was asked what in-house improvements his department could provide to reduce the costs associated with Option #3. He said that Public Works staff could do the grading, signs, traffic control and the pavement marking.

O'Neil said that he was in favor of supporting option three. He said there would be fewer surprises due to getting bids up front and that we know what we are going to get. He said that it does not include all of the routes that the grant provides, but it puts the routes closest to the school as a priority.

Worrell supports option one, to go with the Safe Routes to School Grant. He would like a bridge on the south side near the future site of the new park. He thinks the construction market is hungry and feels the costs to the City will be less than estimated. Miller agreed with Worrell and expressed support for option one.

**ADJOURNMENT**

Motion to adjourn by Worrell, second by O'Neil. City Council work session adjourned at 6:26 p.m.

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Mayor Pro Tem, Jim Oaks

ATTEST: \_\_\_\_\_  
Dawn Brandt, Deputy City Clerk

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**West Branch, Iowa  
Council Chambers**

**City Council Meeting**

**January 17, 2012  
6:30 p.m.**

Mayor Pro Tem Jim Oaks opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator/Clerk Matt Muckler, Deputy City Clerk Dawn Brandt, Library Director Nick Shimmin, Park & Rec. Director Melissa Russell, Public Works Director Matt Goodale, Police Officer John Hanna, and Police Chief Mike Horihan.

Council members: Mark Worrell, Jordan Ellyson, Colton Miller, Dan O'Neil, and Jim Oaks. Absent: Mayor Don Kessler.

**APPROVE AGENDA/CONSENT AGENDA**

- a. Approve minutes from the January 3, 2012 City Council Work Session.
- b. Approve minutes from the January 3, 2012 City Council Meeting.
- c. Approve claims.
- d. Approve Class E liquor license, including carryout beer; carryout wine, and Sunday sales privileges for Fisher's Market Nauvoo, IL DBA Dewey's Jack & Jill.
- e. Approve Class C beer license including Class B native wine and Sunday Sales privileges for Shivji LLC DBA BP Amoco.

Motion by Worrell and second by O'Neil. Roll call vote – Ayes: Worrell, O'Neil, Ellyson, Miller, Oaks. Motion carried.

**The Clerk reported the following receipts for the month of December 2011:**

Water, Sewer, Recycling	\$	52,526.35	Cedar Co. Property Tax	\$	15,398.12
Water Utility Deposits & Hookups	\$	515.00	Johnson Co. Prop. Tax	\$	1,209.64
Town Hall Rent	\$	380.00	Road Use Tax	\$	17,043.66
Misc.	\$	1,619.20	Fines	\$	48.85
Library	\$	11,916.63	Twp. Fire Contract	\$	29,895.50
Donations	\$	150.00	Building Permits	\$	-
Interest	\$	326.13	Fire Station Loan Proceeds	\$	-
Investments Interest	\$	459.76	Krouth Fund Interest	\$	0.03
Cable fees	\$	-	M. Gray Savings Interest	\$	0.18
Transfers In	\$	94,008.84	Cemetery Perp. Care Int.	\$	0.04
Cat & Dog Registrations	\$	70.00	MV Refund	\$	-
Beer & Liquor Lic. Fees	\$	-	NPS Plowing Contract	\$	-
Park & Rec. Activities	\$	300.00	Grave Openings	\$	125.00
Police Recovery Act Grant	\$	1,251.66	Cemetery Lots	\$	-
Local Option Tax	\$	11,524.02	Reimbursements	\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>175,047.59</b>	<b>SUBTOTAL</b>	<b>\$</b>	<b>63,721.02</b>
			<b>TOTAL</b>	<b>\$</b>	<b>238,768.61</b>

**The Clerk reported the following balances for the month of December 2011:  
(Balances = Financial Statement Report Bank Balance + Investments)**

Funds	Bank Balance	Investments	Total
001 General	\$ 495,214.70	\$ 87,380.99	\$ 582,595.69
022 Civic Center	\$ 33,601.51	\$ -	\$ 33,601.51
031 Library Operating	\$ 12,857.29	\$ 16,314.59	\$ 29,171.88
036 Tort Liability	\$ (1,348.23)	\$ -	\$ (1,348.23)
050 Home Town Days	\$ 11,473.28	\$ -	\$ 11,473.28
110 Road Use Tax	\$ 91,385.59	\$ 30,130.40	\$ 121,515.99
111 Police Recovery Act Grant	\$ (468.37)	\$ -	\$ (468.37)
112 Trust & Agency	\$ 32,900.03	\$ -	\$ 32,900.03
119 Emergency Tax Fund	\$ 10,062.89	\$ -	\$ 10,062.89
121 Local Option Tax	\$ 9,467.26	\$ -	\$ 9,467.26
125 TIF	\$ 286,825.73	\$ -	\$ 286,825.73
160 Economic Develop.	\$ -	\$ -	\$ -
200 Debt Service	\$ 1,354.33	\$ -	\$ 1,354.33
226 SRF Debt Service	\$ 109,999.24	\$ -	\$ 109,999.24
300 Capital Improvement	\$ -	\$ -	\$ -
301 Safe Routes Sidewalk Project	\$ (289.00)	\$ -	\$ (289.00)
303 Fire Capital Project Addition	\$ -	\$ -	\$ -
304 Wastewater Lift Station	\$ (38,690.00)	\$ -	\$ (38,690.00)
500 Cemetery Perpetual	\$ 10,816.04	\$ 88,000.00	\$ 98,816.04
501 Krouth Fund Principal	\$ -	\$ 102,056.65	\$ 102,056.65
502 Krouth Enlow Int. Fund	\$ 8,502.31	\$ 16,152.65	\$ 24,654.96
600 Water Operating	\$ 198,867.54	\$ -	\$ 198,867.54
603 Water Sinking Fund	\$ 23,514.14	\$ -	\$ 23,514.14
610 Sewer Operating	\$ 290,929.57	\$ -	\$ 290,929.57
<b>TOTAL</b>	<b>\$ 1,586,975.85</b>	<b>\$ 340,035.28</b>	<b>\$ 1,927,011.13</b>

**COMMUNICATIONS/OPEN FORUM**

Paula Verlo stated that she was heartened that some of the folks see the value in the sidewalks and that the bridge option is a no brainer. She also commented on the wall behind the Council that says "A Heritage for Success" in regards to the discussion at the work session was how can we make this sidewalk issue fail. We need to be here to make this project succeed.

Nick Soboanski Safe Routes to School program director for the Iowa Bicycle Coalition provides education and advocacy for free to any schools for walking and bicycle safety. He said how hard the Safe Routes to School grants are to come by. The City of West Branch was one of two or three cities that year to be awarded the full amount of \$250,000. He said that we need to start getting the funds obligated and begin the project because the futures of the grants are really unclear.

Liz Wildenberg de Hernandez came in support of the sidewalks grant. She stated that the grant option with the bridge gives us much more than the priority routes option. We need to think about the future, we need to prove that we can implement this project or we won't receive grants in the future. She wants to encourage the Council to implement the grant and make West Branch a better place to live.

Council member Mark Worrell stated he was on the opposing side of Resolution 962 that failed. He would like to bring resolution 962, for the sidewalk engineering services with Ament Construction back for discussion and have it added to the next agenda.

**PUBLIC, DEPARTMENT HEADS, COMMISSIONS, CITY ADMINISTRATOR AND CITY COUNCIL**

First Reading of Ordinance 672 amending Title, "Police, Fire and Emergencies," Chapter 31 "Reserve Police Force."/Move to action.

Chief Horihan would like to start up the reserve officer program. He would oversee it with Officer Hanna's help. He would like to get three good reserves to use for special events. Johnson County is willing to take our reserves into their training program. City Administrator Matt Mucker explained that this ordinance will reduce the total number of reserves from eight members to four.

Motion by O'Neil, second by Worrell to approve first reading of Ordinance 672. Roll call vote – AYES: O'Neil, Worrell, Ellyson, Miller, Oaks. Motion carried.

Public Hearing on amending the current budget for the fiscal year ending June 30, 2012.

Entered into the Public Hearing at 6:51 pm. No comments were made. Exited the Public Hearing at 6:52 pm.

Approve Resolution 965, amending the current budget for the fiscal year ending June 30, 2012./Move to action.

Motion by Worrell, second by Miller to approve Resolution 965, amending the current budget for the fiscal year ending June 30, 2012. Roll call vote – AYES: Worrell, Miller, Ellyson, O'Neil, Oaks. Motion carried.

Discussion of initial revenue estimates, general fund salary amounts, and general fund departmental non-salary expenditure amounts.

Muckler gave a synopsis of the general fund budget revenues and expenditures. Town Hall budget will be used for maintenance and roof repair. He would like to move the Hoover's Hometown Days budget from Clerk to Community & Cultural Development, increase and invest the former CCEDCO dues into Main Street. The Board of Main Street has agreed to match this \$6,000 dollar-for-dollar to increase compensation for the Main Street program director position. Mayor and Council, no changes. Main capital purchases for the Clerk and Treasurer budget are a computer server, new roof and flag pole for the building. He would also like to add an online option for utility billing to the new software. In the legal budget, increase City attorney pay from \$1,250 to \$1,500 per month.

Each department head gave a brief explanation of main items they would like for the FY13 budget.

Chief Horihan would like to give Officer Hanna more responsibility and a 7.5% pay increase. He wants to give Officer Stewart a 5% pay increase. He would like to replace the 1999 Ford Crown Victoria with a new squad car, he would use \$20,000 from the police grant funds and \$8,000 from Police donations.

Mucker said that the Fire Department's general fund request is lower than FY12.

Public Works Director Matt Goodale said he wants to budget each year for a vehicle and equipment replacement schedule. He would like to purchase a skid loader and has a list of street projects to complete in the next fiscal year budget. For the cemetery he would like to replace one of the mowers with a zero turn model.

Library Director Nick Shimmin discussed increasing salaries as a goal of the Library Boards for the last three years. They would like to replace the old carpet at the library with new carpet tiles. He would like to move the summer reading program funding to the general fund and not have the Friends of the Library support all of it.

Park & Recreation Director Melissa Russell would like to sealcoat the trail and also the area from the shelter to the bathrooms at Beranek Park. She would also like to have some part-time help for the summer camp. She is also going to increase fees for each program by \$5.00 in FY13.

Accept resignation of Jose Carrillo from the West Branch Public Library Board of Trustees/Move to Action.

Motion by Worrell, second by Miller to approve resignation. Roll call vote – AYES: Worrell, Miller, Ellyson, O’Neil, Oaks. Motion carried.

**MAYOR DON KESSLER**

Appointments/Reappointments

i. West Branch Public Library Board of Trustees – Amanda Rushton  
Motion by Worrell and second by O’Neil. Roll call vote – Ayes: Worrell, O’Neil, Ellyson, Miller, Oaks.  
Motion carried.

**REPORTS**

a. Public Works Director Matt Goodale – Purchase of Public Works Vehicle  
New Dodge truck that is replacing Dan Karr’s 1994 truck will be here next week.

b. Public Works Director Matt Goodale – Report on the former Wapsi View Trailer Court  
Area will be cleaned up and scrap gone in the next two weeks. There is an ad in the paper for bids on the steel building.

c. Parks & Rec Director Melissa Russell – Parks & Rec Annual Report  
Russell thanked all of the volunteers and sponsors who supported the park & rec programs. Events that took place were Trivia night, Scarecrow Festival, Frosty Frenzy, Christmas Past and the annual Easter egg hunt. Ragbrai and Hoover’s Hometown Days were other excellent community events. Fitness classes were added this year and have been a big success. Youth programming has continued to grow. Total participants increased from 250 in 2010 to 487 in 2011 in all program areas.

d. Police Chief Mike Horihan - FY 09 Recovery Act Rural Law Enforcement Assistance:  
Combating Rural Crime Grant

**ADJOURNMENT**

Motion to adjourn by Worrell second by O’Neil. City Council meeting adjourned at 8:15 p.m.

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Jim Oaks, Mayor Pro Tem

ATTEST: \_\_\_\_\_  
Dawn Brandt, Deputy City Clerk

## VENDOR SORT KEY

BLUE CROSS BLUE SHIELD

DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
DEPENDENT CARE FLEX	GENERAL FUND	NON-DEPARTMENTAL	174.92
MEDICAL REIMBURSEMENT FLEX	GENERAL FUND	NON-DEPARTMENTAL	274.25
LIFE/HEALTH/DENTAL	GENERAL FUND	NON-DEPARTMENTAL	442.01
HEALTH/DENTAL	LIBRARY	NON-DEPARTMENTAL	171.25
LIFE	POLICE RECOVERY AC	POLICE OPERATIONS	3.15
LIFE	TRUST AND AGENCY	POLICE OPERATIONS	9.45
HEALTH	TRUST AND AGENCY	POLICE OPERATIONS	1,567.86
DENTAL	TRUST AND AGENCY	POLICE OPERATIONS	100.99
LIFE	TRUST AND AGENCY	ROADS & STREETS	4.10
HEALTH	TRUST AND AGENCY	ROADS & STREETS	538.29
DENTAL	TRUST AND AGENCY	ROADS & STREETS	33.66
LIFE	TRUST AND AGENCY	LIBRARY	6.30
HEALTH	TRUST AND AGENCY	LIBRARY	1,149.76
DENTAL	TRUST AND AGENCY	LIBRARY	76.96
LIFE	TRUST AND AGENCY	PARK & RECREATION	3.15
HEALTH	TRUST AND AGENCY	PARK & RECREATION	418.10
DENTAL	TRUST AND AGENCY	PARK & RECREATION	52.93
LIFE	TRUST AND AGENCY	CEMETERY	3.78
HEALTH	TRUST AND AGENCY	CEMETERY	538.31
DENTAL	TRUST AND AGENCY	CEMETERY	33.63
LIFE	TRUST AND AGENCY	CLERK & TREASURER	3.78
HEALTH	TRUST AND AGENCY	CLERK & TREASURER	512.15
DENTAL	TRUST AND AGENCY	CLERK & TREASURER	37.04
LIFE	TRUST AND AGENCY	LOCAL CABLE ACCESS	0.79
HEALTH	TRUST AND AGENCY	LOCAL CABLE ACCESS	182.95
DENTAL	TRUST AND AGENCY	LOCAL CABLE ACCESS	13.23
DEPENDENT CARE FLEX	WATER FUND	NON-DEPARTMENTAL	102.75
MEDICAL REIMBURSEMENT FLEX	WATER FUND	NON-DEPARTMENTAL	40.75
DENTAL/HEALTH	WATER FUND	NON-DEPARTMENTAL	133.58
LIFE	WATER FUND	WATER OPERATING	4.81
HEALTH	WATER FUND	WATER OPERATING	842.44
DENTAL	WATER FUND	WATER OPERATING	56.92
DEPENDENT CARE FLEX	SEWER FUND	NON-DEPARTMENTAL	100.66
MEDICAL REIMBURSEMENT FLEX	SEWER FUND	NON-DEPARTMENTAL	40.00
DENTAL/HEALTH	SEWER FUND	NON-DEPARTMENTAL	131.87
LIFE	SEWER FUND	SEWER OPERATING	4.79
HEALTH	SEWER FUND	SEWER OPERATING	835.14
DENTAL	SEWER FUND	SEWER OPERATING	56.40
TOTAL:			8,702.90
FEDERAL WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	1,260.01
EFTPS	GENERAL FUND	NON-DEPARTMENTAL	551.57
MEDICARE WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	190.42
FEDERAL WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	197.78
SOCIAL SECURITY WITHHOLDIN	LIBRARY	NON-DEPARTMENTAL	105.53
MEDICARE WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	36.43
FEDERAL WITHHOLDINGS	ROAD USE TAX	NON-DEPARTMENTAL	8.00
SOCIAL SECURITY WITHHOLDIN	ROAD USE TAX	NON-DEPARTMENTAL	4.79
MEDICARE WITHHOLDINGS	ROAD USE TAX	NON-DEPARTMENTAL	1.65
SOCIAL SECURITY WITHHOLDIN	TRUST AND AGENCY	POLICE OPERATIONS	293.68
MEDICARE WITHHOLDINGS	TRUST AND AGENCY	POLICE OPERATIONS	68.69
SOCIAL SECURITY WITHHOLDIN	TRUST AND AGENCY	ROADS & STREETS	162.24
MEDICARE WITHHOLDINGS	TRUST AND AGENCY	ROADS & STREETS	37.94
SOCIAL SECURITY WITHHOLDIN	TRUST AND AGENCY	LIBRARY	155.78
MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LIBRARY	36.43
SOCIAL SECURITY WITHHOLDIN	TRUST AND AGENCY	PARK & RECREATION	68.55

EFTPS

## VENDOR SORT KEY

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MEDICARE WITHHOLDINGS	TRUST AND AGENCY	PARK & RECREATION	16.03
SOCIAL SECURITY WITHHOLDIN	TRUST AND AGENCY	CEMETERY	144.77
MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CEMETERY	33.86
SOCIAL SECURITY WITHHOLDIN	TRUST AND AGENCY	CLERK & TREASURER	138.42
MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CLERK & TREASURER	32.38
SOCIAL SECURITY WITHHOLDIN	TRUST AND AGENCY	LOCAL CABLE ACCESS	13.65
MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LOCAL CABLE ACCESS	3.20
FEDERAL WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	316.09
SOCIAL SECURITY WITHHOLDIN	WATER FUND	NON-DEPARTMENTAL	130.69
MEDICARE WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	45.11
SOCIAL SECURITY WITHHOLDIN	WATER FUND	WATER OPERATING	192.90
MEDICARE WITHHOLDINGS	WATER FUND	WATER OPERATING	45.10
FEDERAL WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	311.08
SOCIAL SECURITY WITHHOLDIN	SEWER FUND	NON-DEPARTMENTAL	127.72
MEDICARE WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	44.09
SOCIAL SECURITY WITHHOLDIN	SEWER FUND	SEWER OPERATING	188.51
MEDICARE WITHHOLDINGS	SEWER FUND	SEWER OPERATING	44.07
		TOTAL:	5,007.16
IPERS	GENERAL FUND	NON-DEPARTMENTAL	487.78
PROT IPERS	GENERAL FUND	NON-DEPARTMENTAL	328.38
IPERS	LIBRARY	NON-DEPARTMENTAL	144.39
IPERS	ROAD USE TAX	NON-DEPARTMENTAL	6.14
PROT IPERS	TRUST AND AGENCY	POLICE OPERATIONS	492.33
IPERS	TRUST AND AGENCY	ROADS & STREETS	214.62
IPERS	TRUST AND AGENCY	LIBRARY	216.59
IPERS	TRUST AND AGENCY	PARK & RECREATION	104.11
IPERS	TRUST AND AGENCY	CEMETERY	191.90
IPERS	TRUST AND AGENCY	CLERK & TREASURER	203.97
IPERS	TRUST AND AGENCY	LOCAL CABLE ACCESS	26.28
IPERS	TRUST AND AGENCY	INVALID DEPARTMENT	272.57
IPERS	TRUST AND AGENCY	INVALID DEPARTMENT	266.49
IPERS	WATER FUND	NON-DEPARTMENTAL	181.71
IPERS	SEWER FUND	NON-DEPARTMENTAL	177.67
		TOTAL:	3,314.93
THEIN MOTOR SALES	GENERAL FUND	ROADS AND STREETS	3,415.00
2012 DODGE RAM 1500 TRUCK	ROAD USE TAX	ROADS & STREETS	12,000.00
2012 DODGE RAM 1500 TRUCK	WATER FUND	WATER OPERATING	3,091.00
2012 DODGE RAM 1500 TRUCK	SEWER FUND	SEWER OPERATING	2,092.00
		TOTAL:	20,598.00
TREASURER STATE OF IOWA	GENERAL FUND	NON-DEPARTMENTAL	633.94
STATE WITHHOLDING	LIBRARY	NON-DEPARTMENTAL	80.00
STATE WITHHOLDING	ROAD USE TAX	NON-DEPARTMENTAL	1.36
STATE WITHHOLDING	WATER FUND	NON-DEPARTMENTAL	148.11
STATE WITHHOLDING	SEWER FUND	NON-DEPARTMENTAL	146.59
		TOTAL:	1,010.00
**PAYROLL EXPENSES	GENERAL FUND	POLICE OPERATION	4,938.10

VENDOR SORT KEY

\*\*PAYROLL EXPENSES

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
001 GENERAL FUND	GENERAL FUND	ROADS AND STREETS	2,545.29
031 LIBRARY	GENERAL FUND	PARK & RECREATION	1,290.12
110 ROAD USE TAX	GENERAL FUND	CEMETERY	2,377.99
111 POLICE RECOVERY ACT GRANT	GENERAL FUND	CLERK & TREASURER	2,527.44
112 TRUST AND AGENCY	GENERAL FUND	LOCAL CABLE ACCESS	325.49
600 WATER FUND	LIBRARY	LIBRARY	2,683.83
610 SEWER FUND	ROAD USE TAX	ROADS & STREETS	114.24
	WATER FUND	WATER OPERATING	3,377.52
	SEWER FUND	SEWER OPERATING	3,302.48
		TOTAL:	23,482.50

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===== FUND TOTALS =====
001 GENERAL FUND                21,762.71
031 LIBRARY                      3,419.21
110 ROAD USE TAX                12,136.18
111 POLICE RECOVERY ACT GRANT    3.15
112 TRUST AND AGENCY            8,481.69
600 WATER FUND                  8,709.48
610 SEWER FUND                   7,603.07
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GRAND TOTAL:                   62,115.49
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RESOLUTION NO. 962

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH AMENT, INC IN CONNECTION WITH THE SAFE ROUTES TO SCHOOL PROJECT.

WHEREAS, the City of West Branch was previously awarded a grant through the Safe Routes to School Program in the amount of \$250,000; and

WHEREAS, the City solicited Requests for Qualifications from qualified firms to provide engineering services for the Project; and

WHEREAS, the City Council has chosen to negotiate an agreement with Ament, Inc. to provide said engineering services; and

WHEREAS, Ament, Inc. has submitted a proposed agreement dated October 13, 2011, to provide said services pursuant to a cost plus fixed fee payment arrangement in the amount of \$37,729.00, with a contingency of \$3,252.00 that cannot be used unless authorized by the City with concurrence by the Iowa DOT for a maximum amount payable under the agreement of \$40,981.00; and

WHEREAS, it is now necessary to approve said agreement.

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

Passed and approved this 6<sup>th</sup> day of February, 2012.

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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

RESOLUTION NO. 969

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH VEENSTRA & KIMM, INC IN CONNECTION WITH THE PRIORITY ROUTES SIDEWALK PROJECT AND DIRECTING THE CITY ADMINISTRATOR TO NOTIFY THE IOWA DEPARTMENT OF TRANSPORTATION SAFE ROUTES TO SCHOOL PROGRAM MANAGER OF THE CITY'S INTENT NOT TO PARTICPATE IN THE SAFE ROUTES TO SCHOOL GRANT AWARDED IN JANUARY OF 2011.

WHEREAS, the City of West Branch is concerned about the safety of children walking to and from school; and

WHEREAS, the City finds it in the best interest of the residents of West Branch to add sidewalks around the Herbert Hoover Elementary and Middle School Complex; and

WHEREAS, the City Council has discussed at length the sidewalks that would provide the most benefit to children walking to school; and

WHEREAS, the City Council has directed Veenstra & Kimm, Inc. to provide an engineer's estimate for the cost of sidewalks on Poplar, Oliphant (from Orange to Crestview) and connecting Orange Street to the Middle School; and

WHEREAS, the choice of said sidewalks focuses funds on the construction of sidewalks closest to the school; and

WHEREAS, a reasonable estimate of the cost of said sidewalks is known by the Council and can be paid for without requiring the City to incur debt; and

WHEREAS, Veenstra & Kimm, Inc. has submitted a proposed engineering agreement dated February 6, 2012, to provide said services in the amount of \$6,900.00; and

WHEREAS, it is now necessary to approve said agreement.

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

SECTION 1. The aforementioned agreement with Veenstra & Kimm, Inc. is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

SECTION 2. The city administrator is directed to notify the Iowa Department of Transportation Safe Routes to School Program Manager of the City's intent not to participate in the Safe Routes to School Grant awarded in January of 2011.

Passed and approved this 6<sup>th</sup> day of February, 2012.

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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

ENGINEERING SERVICES AGREEMENT

SIDEWALK IMPROVEMENTS 2012  
WEST BRANCH, IOWA

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street, P.O. Box 218, West Branch, IA 52358, hereinafter referred to as the "CITY," and Veenstra & Kimm, Inc., an Iowa Corporation, 860 22nd Avenue, Suite 4, Coralville, IA 52241, hereinafter referred to as the "CONSULTANT."

WHEREAS, the CITY desires to construct sidewalk improvements generally located along Poplar Street, Oliphant Street and Orange Street, referred to as the "Project"; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services for the design of needed improvements; and

WHEREAS, the CONSULTANT is qualified and capable of supplying said engineering services for a total fee not to exceed Six Thousand Nine Hundred Dollars (\$6,900).

WHEREAS, accordingly, the CITY has agreed to engage the CONSULTANT as an independent contractor to assist in the design and construction of the Project for a total consulting fee not to exceed Six Thousand Nine Hundred Dollars (\$6,900) under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The CONSULTANT shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The CONSULTANT shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by

this reference. The CONSULTANT does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the CONSULTANT to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL TERMS AND PROVISIONS.

A. The CONSULTANT shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the CONSULTANT in connection with the Project. Upon request, the CONSULTANT shall provide the CITY with a copy of the relevant provisions of any agreement entered into by the CONSULTANT and subcontractor in connection with the Project to confirm to the satisfaction of the CITY that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.

B. The CITY may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days' written notice. In the event that the CITY does so terminate this Agreement, the CONSULTANT shall be paid for all work and services performed up to the time of said termination upon submission to the CITY of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the CITY terminates this Agreement with cause, the CITY may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the CONSULTANT, without the express written consent of the West Branch City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the

engagement of the CONSULTANT by the CITY in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the CONSULTANT has first obtained the written approval of same from the CITY; and further provided that, should the CONSULTANT so engage subcontractors under the terms of this Subparagraph III(D), the CONSULTANT shall solely responsible for compensating any such subcontractors.

E. The CITY shall make all criteria, design and construction standards, and information regarding the CITY's requirements for the Project available to the CONSULTANT upon reasonable request by the CONSULTANT therefor. The CITY shall furnish reasonable assistance to the CONSULTANT in the use of said information and documentation at the request of the CONSULTANT.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the West Branch City Code of Ordinances.

G. At the request of the CITY, the CONSULTANT shall attend such meetings of the City Council relating to the PROJECT hereunder.

H. The CONSULTANT agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the CITY, the CONSULTANT shall provide the CITY with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the CONSULTANT pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the PROJECT. It is understood, however, that the CONSULTANT shall not be liable for the CITY's use of such documents on other projects.

J. Original drawings prepared by the CONSULTANT under this Agreement shall become the property of the CITY. The CONSULTANT shall be allowed to keep mylar reproducible copies for the CONSULTANT's own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the CITY.

L. If the CONSULTANT is providing Construction Administration or Supervision under this Agreement, the CONSULTANT shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the CONSULTANT and CITY in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the CONSULTANT shall endeavor to determine to the best of the CONSULTANT's ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the CITY informed of the progress of the work on the Project and any concerns the CONSULTANT may have regarding same.

M. CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. The CONSULTANT shall name the CITY as an additional insured party on CONSULTANT's general liability insurance policy. At the request of the CITY, the CONSULTANT shall give the CITY a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the CONSULTANT shall immediately notify the CITY of any revocation or cancellation of any of the above-referenced insurance policies. The CONSULTANT shall take all necessary steps to preserve the CITY's defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the CITY hereunder.

#### IV. COMPENSATION FOR SERVICES.

The CITY shall compensate the CONSULTANT for engineering services rendered under this Agreement for a total fee not to exceed Six Thousand Nine Hundred Dollars (\$6,900). Said total fees shall be paid by the CITY to the CONSULTANT in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the CONSULTANT does hereby acknowledge and confirm the CONSULTANT's understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the CITY would not have engaged the CONSULTANT.

Accordingly, the CONSULTANT also acknowledges that:

A. No payment shall be made to the CONSULTANT hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the CITY.

B. Under no circumstances shall the CITY compensate the CONSULTANT for work that has not yet been completed. For purposes of this provision, work shall constitute the discrete phases of the Project as set forth in Exhibit "A" attached hereto. Accordingly, the CONSULTANT shall not be entitled to compensation hereunder for any phases of the work until the entire phase of work has been completed.

C. In any event, no payment hereunder shall become due and payable until submission to the CITY by the CONSULTANT of a billing statement therefor and review and approval of the billing statement by the West Branch City Council at its next regularly scheduled meeting.

#### V. INDEMNIFICATION.

The CONSULTANT agrees to fully indemnify, defend, save and hold the CITY, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the CONSULTANT, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

#### VI. HAZARDOUS MATERIALS.

The CONSULTANT hereby warrants and represents that the CONSULTANT (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The CONSULTANT, notwithstanding the limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the CITY, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and

expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the CITY, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

#### VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

#### VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the CONSULTANT hereunder or the termination of this Agreement for any reason.

#### IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Cedar County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

#### X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the CONSULTANT, the CITY or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the CONSULTANT, the CITY or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XIII. FINAL AGREEMENT.

Both the CONSULTANT and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the CONSULTANT to the CITY in connection with the PROJECT, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the CONSULTANT and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

VEENSTRA & KIMM, INC.

CITY OF WEST BRANCH, IOWA

\_\_\_\_\_  
An Authorized Representative

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
An Authorized Representative

\_\_\_\_\_  
City Clerk

## ENGINEERING SERVICES AGREEMENT

### SIDEWALK IMPROVEMENTS 2012 WEST BRANCH, IOWA

#### EXHIBIT "A"

#### SCOPE OF SERVICES:

The CONSULTANT shall perform in a timely and satisfactory manner engineering services in connection with the PROJECT as set forth as follows:

1. Topographic and existing utility surveying of the routes including:
  - a. Poplar Street from Main Street to the existing sidewalk on the school property east of the football field.
  - b. Alley adjacent to water tower between Orange Street and Middle School.
  - c. Oliphant Street from Orange Street to Crestview Drive.
2. Preliminary design and coordination meetings with the City.
3. Final design plans and specifications
4. Engineers estimate of cost
5. Final construction plans and specifications
6. Bidding assistance. City shall reimburse Consultant for cost of distributing plans and specifications to bidders.
7. General construction contract services.

## ENGINEERING SERVICES AGREEMENT

### SIDEWALK IMPROVEMENTS 2012 WEST BRANCH, IOWA

#### EXHIBIT "B"

##### TIME OF COMPLETION:

The CONSULTANT shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The CONSULTANT does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the CONSULTANT to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

1. Topographic surveying of the sidewalk routes shall be completed by March 30, 2012
2. Draft plans and specifications for City review shall be delivered by May 4, 2012.
3. Final construction plans and specifications shall be delivered by May 25, 2012

The CONSULTANT shall not be responsible for delays in approval or other actions by governmental agencies which may delay the time of completion for services.

ENGINEERING SERVICES AGREEMENT

SIDEWALK IMPROVEMENTS 2012  
WEST BRANCH, IOWA

EXHIBIT "C"

COMPENSATION FOR SERVICES:

The CITY shall compensate the CONSULTANT for engineering services rendered under this Agreement based on the following:

1. For DESIGN SERVICES, the lump sum fee of Five Thousand Three Hundred Dollars (\$5,300);
2. For GENERAL SERVICES, the lump sum fee of One Thousand Six Hundred Dollars (\$1,600);

Said total fees shall be paid by the CITY to the CONSULTANT shall become due and payable until submission to the CITY by the CONSULTANT of a billing statement therefor and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting.

ENGINEERING SERVICES AGREEMENT

SIDEWALK IMPROVEMENTS 2012  
WEST BRANCH, IOWA

EXHIBIT "D"

"The Companies affording coverage and the Additional Insured, City of West Branch, Cedar County, Iowa, expressly agree and state that the purchase of this policy of insurance by the insured and the listings of the City of West Branch as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."

## **NOTICE OF PUBLIC HEARING**

NOTICE OF PUBLIC HEARING ON THE PROPOSED AMENDMENT TO THE WEST BRANCH ZONING CODE, SPECIFICALLY INCORPORATING CHAPTER 173 REGARDING SITE PLAN REQUIREMENTS.

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the West Branch Planning and Zoning Commission of the City of West Branch, Cedar County, in the Council Chambers at the City Hall at 110 Poplar Street, at 6:00 p.m., on Thursday, February 2<sup>nd</sup>, 2012. The proposed amendment will incorporate site plan requirements for development in the City of West Branch.

YOU ARE HEREBY FURTHER NOTIFIED that a public hearing will be held by the West Branch City Council in the Council Chambers, at the City Hall, 110 Poplar Street, at 6:30 p.m. on Monday, February 6<sup>th</sup>, 2012, to review said proposed Site Plan ordinance.

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

s/Matt Muckler, City Administrator/Clerk  
by Planning and Zoning Commission

## ORDINANCE NO. 689

### AN ORDINANCE ANNENDING THE WEST BRANCH ZONING CODE, SPECIFICALLY INCORPORATING CHAPTER 173 REGARDING SITE PLAN REQUIREMENTS

WHEREAS, the Planning and Zoning Commission has developed a proposed site plan ordinance for the City of West Branch over the last eighteen months with the intent to establish a procedure which will enable the City to review certain proposed improvements to property within specified zoning districts of the City to insure compliance with all applicable zoning, subdivision and building regulations; and

WHEREAS, site plans shall only be required whenever any person proposes to place any structure for which a building permit is required under any other section of this Code, on any tract or parcel of and within any district of the West Branch Zoning Ordinance, and for any use, except one and two family dwellings; and

WHEREAS, the engineering firm of Veenstra & Kimm has advised the Planning and Zoning Commission in the development of a site plan ordinance for the City of West Branch; and

WHEREAS, the members of the Planning and Zoning Commission have reviewed several site plan ordinances from like-sized communities in the State of Iowa; and

WHEREAS, the members of the Planning and Zoning Commission have developed a site plan ordinance and recommended that the Council consider the adoption of a site plan ordinance into the Code of Ordinances of the City of West Branch, Iowa.

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

Section 1. Amendment. The Code of Ordinances is hereby amended by adding a chapter entitled "Site Plan Requirements" that will read as follows:

**"SECTION 1. TITLE.** This chapter shall be known, cited and referred to as "Site Plan Regulations of the City of West Branch, Iowa."

**SECTION 2. PURPOSE AND APPLICATION.** It is the intent and purpose of this chapter to establish a procedure which will enable the City to review certain proposed improvements to property within specified zoning districts of the City to insure compliance with all applicable zoning, subdivision and building regulations. Site plans shall only be required whenever any person proposes to place any structure for which a building permit is required under any other section of this Code, on any tract or parcel of and within any district of the West Branch Zoning Ordinance, and for any use, except one and two family dwellings.

**SECTION 3. DESIGN STANDARDS.** The standards of design provided herein are necessary to insure the orderly and harmonious development of property in such manner as will safeguard the public's health, safety and general welfare.

1. The design of the proposed improvements shall make adequate provisions for surface and subsurface drainage, for connections to water and sanitary sewer lines, each so designed as to neither overload existing public utility lines nor increase the danger of erosion, flooding, landslide, or other endangerment of adjoining or surrounding property.

2. The proposed improvements shall be designed and located within the property in such manner as not to unduly diminish or impair the use and enjoyment of adjoining property and to this end shall minimize the adverse effects on such adjoining property from automobile headlights, illumination of required perimeter yards, refuse containers, and impairment of light and air. For the purpose of this section, the term "use and enjoyment of adjoining property" shall mean the use and enjoyment presently being made of such adjoining property, unless such property is vacant. If vacant, the term "use and enjoyment of adjoining property" shall mean those uses permitted under the zoning districts in which such adjoining property is located.

3. The proposed development shall have such entrances and exits upon adjacent streets and such internal traffic circulation pattern as will not unduly increase congestion on adjacent or surrounding public streets.

4. To such end as may be necessary and proper to accomplish the standards in subsections 1, 2, and 3 above, the proposed development shall provide fences, walls, screening, landscaping, erosion control or other improvements.

5. The proposed development shall conform to all applicable provisions of the Code of Iowa, as amended, Iowa Statewide Urban Design and Specifications (SUDAS), Iowa Stormwater Management Manual and all applicable provisions of the Code of Ordinances of the City of West Branch, as amended.

**SECTION 4. REQUIRED INFORMATION.** All site plans required under Section 173.02, unless waived by the City Council, shall be prepared by a licensed Engineer or Land Surveyor, and shall include as a minimum the following information:

1. Date of preparation, north point and scale.

2. Legal description and address of the property to be developed

3. Name and address of the record property owner, the applicant, and the person or firm preparing the site plan.

4. The existing and proposed zoning.

5. The existing topography with a maximum of two (2) foot contour intervals. Where existing ground is on a slope of less than two percent (2%), either one (1) foot contours or spot elevations

where necessary but not more than fifty (50) feet apart in both directions, shall be indicated on site plan.

6. Existing and proposed utility lines and easements in accordance with Iowa Statewide Urban Design and Specifications (SUDAS) and City of West Branch Subdivision Regulations.

7. Total number and type of dwelling units proposed; proposed uses for all buildings; total floor area of each building; estimated number of employees for each proposed use where applicable; and any other information, including peak demand, which may be necessary to determine the number of off-street parking spaces and loading spaces required by the zoning ordinance.

8. Location, shape, and all exterior elevation views of all proposed buildings, for the purpose of understanding the structures and building materials to be used, the location of windows, doors, overhangs, projection height, etc. and the grade relationship to floor elevation, and the number of stories of each existing building to be retained and of each proposed building.

9. Property lines and all required yard setbacks.

10. Location, grade and dimensions of all existing and proposed paved surfaces and all abutting streets.

11. Complete traffic circulation and parking plan, showing the location and dimensions of all existing and proposed parking stalls, loading areas, entrance and exit drives, sidewalks, dividers, planters, and other similar permanent improvements.

12. Location and type of existing or proposed signs and of any existing or proposed lighting on the property which illuminates any part of any required yard.

13. Location of existing trees six (6) inches or larger in diameter, landslide areas, springs and streams and other bodies of water, and any area subject to flooding by a one hundred (100) year storm on site and downstream off site.

14. Location, amount and type of any proposed landscaping. Location of proposed plantings, fences, walls, or other screening as required by the zoning regulations and the design standards set forth in Section 173.03.

15. A vicinity map at a scale of 1" = 500' or larger, showing the general location of the property, and the adjoining land uses and zoning.

16. Soil tests and similar information, if deemed necessary by the City Engineer, to determine the feasibility of the proposed development in relation to the design standards set forth in Section 173.03.

17. Where possible ownership or boundary problems exist, as determined by the Zoning Administrator, a property survey by a licensed land surveyor may be required.

18. Stormwater Pollution Prevention Plan.

19. Stormwater Management Plan.

## **SECTION 5. PROCEDURE.**

1. Pre-Application Conference. Whenever any person proposes to place any structure for which a building permit is required under any other section of this Code, on any tract or parcel of land within any district of the West Branch Zoning Ordinance, and any use, except one and two family dwellings, the person shall submit to the City Administrator a request for a Pre-Application Conference. The Conference shall include the applicant or his/her representative, the City Engineer and the Zoning Administrator. The purpose of the Conference shall be to acquaint the City staff with the proposed construction and to acquaint the applicant or his/her representative with the procedures and with any special problems that might relate to such construction. The applicant shall furnish a legal description of the subject real estate at the time of requesting a Pre-Application Conference, and the Conference shall be held within fourteen (14) days of such request.

2. Continuous Site Plan Review. After completion of the Pre-Application Conference as required by subsection 1 of this section, and in the event the applicant wishes to proceed with the construction as discussed at said Conference, he/she shall cause to be prepared a site plan of such proposed construction, and shall submit five (5) copies of the same to the Zoning Administrator and one (1) copy to the City Engineer. The site plan shall be accompanied by a cover letter requesting review and approval of said plan. The site plan shall contain all the information required by Sections 173.04 and 173.06 of this chapter unless otherwise waived by the Zoning Administrator. The Zoning Administrator shall retain one (1) copy for his/her review and comment. The remaining copies shall be retained by the City Clerk for review and distribution. The Zoning Administrator and City Engineer shall review the plan for conformance of the design to the standards and required data set forth in Sections 173.04 and 173.06 of this chapter.

3. Action.

A. The Zoning Administrator shall promptly notify the applicant in writing of any revisions or additional information needed as required by Sections 173.04 and 173.06. If necessary, the applicant shall make revisions and resubmit the revised plan(s) to the Zoning Administrator for compliance. If the site plan complies with requirements set forth in this chapter, the applicant shall submit ten (10) copies of the plan to the Planning and Zoning Commission for approval, disapproval or approval subject to conditions.

B. The Commission shall in its regularly scheduled meeting, act upon the site plan and accompanying material. The City Engineer, City staff and other departments shall submit to the Commission their recommendation. Applicant or a representative shall be present at the meeting. Action of the Commission shall be approval subject to conditions, or denial.

C. Approval by Commission. In the case of approval by the Commission, the approval shall be documented on seven (7) copies of the site plan. One (1) copy shall be returned to the applicant, one (1) copy retained by the Commission and five (5) copies shall be forwarded to the City Council.

D. Conditional Approval by Commission. In the case of approval subject to conditions by the Commission, the approval shall be documented on seven (7) copies of the site plan and the conditions determined attached thereto. One (1) copy shall be returned to the builder, one (1) copy shall be retained by the Commission, and five (5) copies shall be forwarded to the City Council. The applicant shall provide revised copies of the site plan in accordance with the Commission action and submit ten (10) copies to the City Clerk prior to Council action. The City Clerk shall forward one (1) copy to the City Engineer, five (5) copies to the City Council and one (1) copy for the Commission files.

E. Disapproval by Commission. In the case of disapproval by the Commission, the disapproval shall be documented on three (3) copies of the site plan. One (1) copy shall be returned to the applicant, one (1) copy shall be retained by the Commission, and one copy shall be retained by the City Clerk.

F. Council Action. At the next regularly scheduled Council meeting following Commission action, the Council shall act on the site plan and accompanying material. Applicant or a representative shall be present at the meeting. Action of the Council shall be approval or denial.

G. Approval by Council. In the case of approval by the Council, the approval shall be documented on three (3) copies of the site plan. One (1) copy shall be returned to the applicant, one (1) copy shall be forwarded to the Commission, and one (1) copy shall be retained by the City Clerk. Applicant may then proceed with approval of building permit and accompanying material.

H. Denial by Council. In the case of denial by the Council, the denial shall be documented on three (3) copies of the site plan. One (1) copy shall be returned to the applicant, one (1) to the Commission, and one (1) copy shall be retained by the City Clerk.

I. Resubmittal of Site Plan Denied by Council. A site plan that has been approved by the Commission and denied by the Council may be revised by the applicant in accordance with the Council Action and ten (10) copies resubmitted to the Commission for approval as before.

J. Resubmittal of Site Plan Denied by Council and Commission. A site plan that has been denied by both the Commission and the Council may be resubmitted to the City by the applicant for Commission and Council approval with respect to the original terms of these procedures, which includes ten (10) copies of the site plan and filing fees. Resubmittal under these terms shall be considered a new site plan subject to fees and procedures outlined in Section 173.05.

**SECTION 6. OPEN SPACE, LANDSCAPING, PARKING AND ARCHITECTURAL REQUIREMENTS.** The requirements set forth in this section for open spaces, landscaping, parking and architectural standards shall apply to any development or redevelopment except one and two family dwellings.

1. Open Space Required. On each lot, except for one and two family dwellings, there shall be provided 25 percent of open space.

A. Said open space shall be unencumbered with any structure, or off-street parking or roadways and drives, and shall be landscaped and maintained with grass, trees and shrubbery. When the entire lot is not developed, the open space requirement shall be based in proportion to the area of the improved portion of the lot.

B. Each principal structure of an apartment or office complex on same site shall be separated from any other principal structure in the complex by an open space of not less than sixteen (16) feet.

2. Landscaping Required. Any development, except one and two family dwellings, shall provide the following minimum number and size of landscape plantings based on the minimum required open space for the development. The following is the minimum requirement of trees and shrubs, by number and size, and type of ground cover. Street trees planted in public street right-of-way subject to approval by the City shall not be counted toward fulfillment of the minimum site requirements set forth below. Plant species to be used for landscaping shall be acceptable to the City that are not considered a nuisance or undesirable species, such as trees with thorns, cottonwood or cottonbearing poplars, elm trees prone to Dutch Elm Disease, box elder, ash, and silver maple. Existing trees and shrubs to be retained on site may be counted toward fulfillment of the landscaping requirements.

A. Minimum requirements at the time of planting - Two (2) trees minimum or one (1) tree of the following size per 1,500 square feet of open space, whichever is greater: 40 Percent 1½" - 2" caliper diameter. Balance 1" - 1½" caliper diameter (Evergreen trees shall not be less than three (3) feet in height.)

B. Minimum requirements at the time of planting - 6 shrubs, or 1 shrub per 1,000 square feet of open space, whichever is greater.

C. To reduce erosion all disturbed open space areas shall have ground cover of grass or native vegetation which is installed as sod, or seeded, fertilized and mulched.

3. Buffer Required. The following conditions shall require a buffer which shall be a landscaped area, wall, or other structure intended to separate and obstruct the view between two adjacent zoning districts, land uses or properties:

A. Any other zoning district, other than an Agricultural A-1 District, that abuts any residential district shall require a buffer as described in this section. The buffer shall be provided by the non-residential use when adjoining a residential district.

B. All Industrial Districts that abut any other district shall provide a buffer as required by this section.

C. Any storage area, garbage storage, junk storage or loading docks, and loading areas, in any District shall be screened from public street view by a buffer.

4. Buffers. Buffers required under the provisions of this section or elsewhere in the zoning ordinance shall be accomplished by any one or approved combination of the following methods:

A. Buffer Wall: A buffer wall shall not be less than six (6) feet in height; constructed of a permanent low maintenance material such as concrete block, cinder block, brick, concrete, precast concrete or tile block; the permanent low-maintenance wall shall be designed by an architect or engineer for both structural adequacy and aesthetic quality; weather resistant wood may be used as a substitute material if designed with adequate structural integrity and permanency and approved by the Planning and Zoning Commission and City Council.

B. Landscape Buffer: A landscape buffer shall not be less than twenty-five (25) feet in width, designed and landscaped with earth berm and predominant plantings of evergreen type trees, shrubs and plants so as to assure year around effectiveness; height of berm and density and height of plantings shall be adequate to serve as a solid and impenetrable screen. A chain link

fence may exist for security purposes, but is not considered a part of the landscape screening to satisfy the intent of this requirement.

5. Burden of Provision of Buffer. The burden of provision and selection of the buffer shall be as follows:

A. Where two different zoning districts, requiring a buffer between them, are developed, the above requirement is not retroactive and a buffer is not required. If a buffer is desired, it shall be provided by mutual agreement between adjacent property owners. However, in the event of any or all of the improved property is abandoned, destroyed, or demolished, for the purpose of renewal or redevelopment, that portion of such property being renewed or redeveloped, shall be considered vacant and subject to the requirements herein.

B. Where one of two different zoning districts requiring a buffer between them is partly developed, the developer of the vacant land shall assume the burden, unless otherwise specified herein.

C. Where both zoning districts, requiring a buffer between them, are vacant or undeveloped, the burden shall be assumed by the developer of the land that is improved or developed, except for agricultural uses and unless otherwise specified herein.

6. Waiver of Buffer Requirements. Where the line between two districts, requiring a buffer, follows a street, right-of-way, railroad, stream, or other similar barrier, the requirement for a buffer may be waived by the City Council provided such waiver does not permit the exposure of undesirable characteristics of land use to public view.

7. Surfacing Requirements. All off-street parking and loading areas and access roadways shall have a durable and dustless surface paved with asphaltic or Portland cement concrete pavement or pervious pavement in accordance with the requirements as herein set forth. Off-street parking of automobiles, vans, campers, trucks, trailers, tractors, recreational vehicles, boats, construction equipment, and any other mobile vehicles equipped for street and highway travel shall be on an asphaltic or Portland cement concrete paved off-street parking area as required herein and not parked or stored within the landscaped open space area of the front yard between the building and public street right-of-way, except, however, the storage of a recreational vehicle, a camper, and boat within the side or rear yard upon an unpaved area shall be permitted. All off-street parking areas and associated driveways, access roadways and frontage roads, except driveways for single family residences, shall be constructed with permanent, integrally attached 6" high curbing or curbing of alternate height acceptable to the City (prefabricated portable curb stops shall not be considered an acceptable alternate), and shall be so graded and drained as to dispose of all surface water accumulation within the area; and shall be so arranged and marked as to provide for orderly and safe loading or unloading and parking and storage of self-propelled vehicles. The curbing requirements may be waived if it is determined that surface drainage can be adequately handled by other means. All approaches from the back of the street curb to the sidewalk shall be constructed of at least six (6) inches of Portland Concrete. The minimum thickness of pavement of the parking area shall be as follows:

A. Portland Cement Concrete shall have a minimum thickness of five (5) inches.

B. Asphaltic Cement Concrete shall have a minimum thickness of six (6) inches.

C. Pervious pavement will be subject to review and approval by the City.

D. Material utilized in the subgrade shall be well drained and not susceptible to frost boils. The part of the parking utilized for driveways and access roadways shall be specifically designed to accommodate the type and load bearing capacity of traffic anticipated. Driveways for attached townhouse style residences on private property shall be Portland cement concrete or asphaltic concrete with minimum thickness of five (5) inches and six (6) inches, respectively, with a sufficiently compacted and well-drained subgrade base and not greater than eighteen (18) feet in width.

8. Landscaping, Screening and Open Space Requirements. It is desired that all parking areas be aesthetically improved to reduce obtrusive characteristics that are inherent to their use. Therefore, wherever practical and except for single and two family detached and townhouse style residential parking in driveways, parking areas shall be effectively screened from general public view and contain shade trees within parking islands where multiple aisles of parking exist. Not less than five (5) percent of the interior parking area shall be landscaped within parking islands.

9. Off-Street Parking Access to Public Streets and Internal Traffic Circulation. Off-street parking or loading facilities shall be designed so as to permit entrance and exit by forward movement of the vehicle for all uses, except single-family detached or row dwellings which shall permit backward movement from a driveway. The backing or backward movement of vehicles from a driveway, off-street parking or loading area onto an arterial street or highway shall be prohibited for all uses. Driveway approach returns shall not extend beyond the side lot line as extended, unless such driveway is of joint usage by the adjoining lots, and driveway approaches at roadway not greater than established in the Iowa Statewide Urban Design and Specifications. The number of ingress/egress access points to public streets from offstreet parking areas approved by the City and located to limit vehicular conflicts, provide acceptable location of driveway accesses to public streets, preserve proper traffic safety, and, as possible, not impair movement of vehicular traffic on public streets. The permitted number of ingress/egress driveway approaches to public streets for an offstreet parking lot shall be dependent upon the projected future average daily traffic (ADT) for the public street and, as possible, public street accesses shall be located in alignment with driveway approaches gaining access to the same public street from property on approaches gaining access to the same public street from property on the opposite side of the street. The design of off-street parking and loading facilities shall provide traffic circulation for the internal forward movement of traffic within the parking lot, so designed, as not to impair vehicular movement on public streets, or backing of vehicles from an off-street parking or loading area to a public street.

10. Handicap Accessible Parking Requirements. Provision of handicapped parking spaces within off-street parking areas shall be in accordance with applicable Federal, State and local regulations, properly identified with signage and provided with accessible ramps and walks in accordance with Federal and State regulations, and comply with the following parking space minimum requirements:

TOTAL PARKING REQUIRED IN LOT HANDICAPPED	MINIMUM NUMBER OF SPACES
1 to 25	1
26 to 50	2
51 to 75	3

76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	†
1001 and over	‡

† Two percent (2%) of total

‡ Twenty (20) spaces plus one for each 100 over 1000

Access space or aisle adjacent to handicap accessible parking space shall be a minimum five (5) feet wide. One in every eight handicap accessible spaces, but not less than one shall be served by an access space or aisle eight (8) feet wide minimum and shall be designated “van accessible.”

11. Traffic Analysis Requirements. Any project which contains 100 dwelling units or 1,000 average day trips as listed for uses in the Trip Generation Handbook; Institute of Transportation Engineers, current edition, shall submit a traffic analysis which provides necessary information to determine the affect that the project will have upon the surrounding traffic. At a minimum the traffic analysis shall contain project trip generation directional distribution of project trips, traffic assignment, and capacity analysis, including identification of congestion and turning-movement conflicts.

12. Waiver of Requirements. The City Council reserves the right to waive or modify to a lesser requirement any provision or requirement of off-street parking and loading areas contained in this chapter, provided a report on such change is received from the Planning and Zoning Commission and City Administrator, provided adequate area exists for future expansion, and further provided said waiver or modification does not adversely affect the intent of these regulations to adequately safeguard the general public and surrounding property. Exceptions will only be considered for those uses where special circumstances warrant a change and whereby the modification or waiver is determined to be in the best interest of the general public.

13. Architectural Standards. As part of the submittal of a site plan for development within any of the zoning districts and for any of the uses except one and two family dwellings, architectural plans for buildings shall be submitted for review and approval by the City Council after recommendation from the Planning and Zoning Commission. Documentation to be submitted shall include building elevations showing the building's design and a description of structural and exterior materials to be used. The following standards shall be considered by the City to review architectural plans:

A. Multiple-Family Dwellings in All Districts. The architecture of multiple-family buildings shall be designed in a manner compatible with adjoining residential uses in the neighborhood. Architectural design for multiple-family buildings shall include exterior building materials, exterior details and texture, treatment of windows and doors, and a variety in the wall and roof design to lessen the plainness of appearance that can be characteristic of large residential buildings. Multiple-family buildings with single plane walls and boxy in appearance shall not be considered acceptable unless the use of exterior materials such as brick provides the elements necessary to enhance the building’s physical appearance and eliminate its plainness of

appearance. Adequate treatment or screening of negative aspects of buildings (loading docks, loading areas, outside storage areas, garbage dumpsters and HVAC mechanical units) from any public street and adjoining properties shall be required. Buildings shall be designed or oriented not to expose loading docks, or loading areas to the public.

B. Non-Residential Uses in the "R" Districts. Any building used for a permitted non-residential use in "R" Districts shall be designed and constructed with architecture and use of materials compatible with the residential uses within the neighborhood. Buildings located on a residential street in an "R" District shall be residential in character, and exterior materials shall be wood, brick, and/or brick veneer. The architectural design shall be approved by the City.

C. All Uses Within the Commercial Districts. Architectural design and use of materials for the construction of any building shall be approved by the City. Buildings within the Commercial Districts shall have as a primary element of the building exterior fascia glass, brick, concrete panels, textured concrete block, architectural steel or stone panels, or cement fiber composite siding, with all sides of any building built consistent in design and use of materials. No wood, masonite, visible asphaltic exterior wall or roof material, aluminum or steel siding, nonarchitectural sheet metal non-textured concrete block, stucco, E.I.F.S. (Exterior Insulation and Finish System) or other similar materials shall constitute a portion of any building except as a trim material, unless the City Council after receiving a recommendation from the Planning and Zoning Commission, shall determine said material when used as a primary element, does not distract from the physical appearance of the building. Adequate treatment or screening of negative aspects of buildings (loading docks, loading areas, outside storage areas, garbage dumpsters and HVAC mechanical units) from any public street and adjoining properties shall be required. Building shall not be designed or oriented to expose loading docks, nonresidential use overhead doors or loading areas to the public.

D. All Uses Within Industrial Districts. Architectural design and use of materials for construction of any building in the Industrial Districts shall be reviewed as part of the site plan proposal and shall be approved by the City. While it is not the purpose of this section to dictate, specify, or restrict the use of building materials and structural elements, the use of appropriate exterior materials to enhance the appearance of a building is encouraged by the City. The exclusive use of sheet metal as an exterior building material shall not be considered acceptable for buildings facing public streets. The exterior material of the building's front elevation shall be comprised of brick, concrete panels, textured concrete block, architectural steel or stone panels, or cement fiber composite siding, or other similar material. Loading areas, loading docks, storage areas, and garbage dumpsters shall be located, screened or oriented to minimize their exposure to view from public streets.

**SECTION 7. ZONING PERMITS.** No zoning compliance permit or building permit shall be issued for the construction of any structure that is subject to the provisions of this chapter, until a site plan has been submitted for review covering the land upon which said structure is to be erected, and further, approved by City Council for such development in accordance with this chapter.

**SECTION 8. FEES.** The City Council shall establish a schedule of fees, charges, and expenses and a collection procedure for site plan approval and other matters pertaining to this chapter. The schedule of fees shall be posted in the office of the City Clerk, and may be altered or amended

only by the City Council. Until all applicable fees, charges, and expenses have been paid in full, no action shall be taken on any application or appeal.

1. Applicant shall be responsible for just and reasonable costs incurred by the City for review of preliminary and final site plans deemed necessary by the City to insure proper conformance with City ordinances and site plan regulations.

#### **SECTION 9. VALIDITY OF APPROVAL.**

1. A site plan shall become effective upon certification of approval by the City Council.
2. The City Council approval of any site plan required by this chapter shall remain valid for one (1) year allowing one (1) year extension with approval of City Council upon recommendation of the Commission after the date of approval, after which time the site plan shall be deemed null and void if the development has not been established or actual construction commenced. For the purpose of this chapter “actual construction” shall mean that the permanent placement of construction materials has started and is proceeding without undue delay. Preparation of plans, securing financial arrangements, issuance of building permits, letting of contracts, grading of property, or stockpiling of materials on the site shall not constitute actual construction.

**SECTION 10. SITE PLAN AMENDMENT.** Any site plan may be amended in accordance with the standards and procedures established herein, including payment of fees, provided that the Zoning Administrator may waive such procedures for those minor changes hereinafter listed. Such minor changes shall not be made unless the prior written approval for such changes is obtained from the Zoning Administrator. No fees shall be required for such minor changes.

1. Moving building walls within the confines of the smallest rectangle that would have enclosed each original approved building(s). Relocation of building entrances or exits, shortening of building canopies.
2. Changing to a more restrictive commercial or industrial use, provided the number of off-street parking spaces meets the requirement of the West Branch zoning ordinance. This does not apply to residential uses.
3. Changing angle of parking or aisle provided there is no reduction in the amount of off-street parking as originally approved.
4. Substituting plant species provided a landscape architect, engineer or architect certifies the substituted species is similar in nature and screening effect.
5. Changing type and design of lighting fixtures provided an engineer or architect certifies there will be no change in the intensity of light at property boundary.
6. Increasing peripheral yards.

**SECTION 11. APPLICABILITY TO EXISTING DEVELOPMENT.** The requirements of this chapter shall not apply to the placement of any structure for which building permits have been issued as of the date of the adoption of this ordinance codified by this chapter (June 7, 2001), provided that if such building permit shall expire, then a new building permit shall not be issued until the requirements of this chapter have been met. Provided further, that if an existing structure is to be reconstructed, enlarged, expanded, or otherwise increased:

1. In the case of building uses, in an amount 50% or greater of its existing ground coverage and/or total floor space; or
2. In the case of non-building uses or non-building portion of uses, in the amount 50% or greater of the existing developed non-building site area, then the provisions of this chapter shall apply.

**SECTION 12. ENFORCEMENT.** No zoning ordinance certification, occupancy permit or building permit shall be issued by the City or have any validity until the site plan has been approved in the manner prescribed herein.

**SECTION 13. CHANGES AND AMENDMENTS.** Any provision of this chapter may be changed and amended from time to time by the Council; provided, however, such changes and amendments shall not become effective until after study and report by the Commission and until after a public hearing has been held, public notice of which shall be given in a newspaper of general circulation at least fifteen (15) days prior to the hearing.

**SECTION 14. MAINTENANCE BONDS.** Maintenance bonds shall be posted with the City by the developer at the developer's cost for improvements required under this chapter for the following time periods and improvements:

Streets and alleys	5 years
Storm sewer, drainage and detention	5 years
Concrete pavement	5 years
Asphalt overlays	2 years
Sidewalks	2 years
Curb and gutter	5 years
Water facilities	2 years
Sanitary sewer facilities	2 years
All other underground utilities	2 years

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 6th day of February, 2012.

First Reading: February 6, 2012  
Second Reading:  
Third Reading:

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Don Kessler, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

*These minutes are not approved until the next Commission meeting.*

**City of West Branch Planning & Zoning Commission Meeting**  
**January 24, 2012**  
***West Branch City Council Chambers, 110 North Poplar Street***

The West Branch Planning & Zoning Commission opened in regular session at 6:34 p.m. Commission members Roger Laughlin (Chair), Al Rozinek, Gary Slach and Lauren Michael were in attendance. Commission Member Mary Beth Stevenson arrived at 6:37 p.m. Commission Members John Fuller and Trent Hansen were absent. Also in attendance were City Administrator Matt Muckler and City Engineer Dave Schechinger, P.E.

Approve minutes from the November 22, 2011 Planning and Zoning Commission Meeting.

Motion by Laughlin and second by Slach to approve the minutes from the September 27, 2011 Planning and Zoning Commission Meeting.

Roll call vote – Ayes: Laughlin, Slach, Michael and Rozinek. Motion carried.

Approve recommendation to Council for adoption of new Chapter 173: Site Plan Requirements.

Members discussed requirements for sidewalk installation as part of the site plan ordinance. Schechinger explained that sidewalk installation is already required as a part of the Code in Sections 136.06 and 170.16.4. Given the references to the City Code in proposed sections 173.03 and 173.04, commission members felt that it was unnecessary to add the sidewalk requirement to the new site plan requirements, as it is already required. Members expressed that they felt ready to recommend the site plan, as revised, to the Council.

Motion by Rozinek and second by Stevenson to approve the adoption of new Chapter 173: Site Plan Requirements.

Roll call vote – Ayes: Laughlin, Slach, Michael, Stevenson and Rozinek. Motion carried.

Approve recommendation to Council for adoption of the McDonald's West Branch Re-Build Site Plan.

David Bentz, with Bishop Engineering, 3501 104<sup>th</sup> Street, Des Moines, Iowa 50322 attended on behalf of McDonald's and introduced the project to the Commission. Members asked about the ash trees on the property and the sidewalk or trail that would be installed to the east of the property adjacent to the Baker Avenue. City staff and Bishop Engineering are working on an agreement that would allow McDonald's to proceed with their project and commit them to paying for some portion of the costs of the trail to be constructed. This agreement will be presented to Council at the February 6, 2012 Council Meeting. Bentz agreed to present the Commission with the lighting plan prior to Thursday's meeting.

Motion by Laughlin and second by Michael to approve the adoption of the McDonald's West Branch Re-Build Site Plan.

Roll call vote – Ayes: Laughlin, Slach, Michael, Stevenson and Rozinek. Motion carried.

### OLD BUISNESS

Muckler reviewed the updated West Branch Comprehensive Plan Public Input Survey with the Commission. Members suggested that staff advertise the survey in the West Branch Times, on the City Website, and on the local cable access channel. Other suggestions included distributing the surveys through the West Branch Community School District Friday Folder and as an insert in the West Branch Times.

### NEW BUSINESS:

Muckler introduced Public Works Director Matt Goodale, reminded Commission Members about the planning and zoning training that will be offered in Cedar Rapids on Thursday March 29<sup>th</sup> from 6:00 p.m.-8:45 p.m., and notified members of the upcoming Planning and Zoning Meeting to be held on Thursday February 2, 2012 at 6:00 p.m. in the Council Chambers. Lighting and parking standards were discussed as future agenda items scheduled to appear on the March 27, 2012 Meeting. Commission Member Slach asked about the stairs at the Hoover House. Muckler explained that the stairs were identified as a concern during the pre-construction meeting with Koester Construction. Muckler expressed regret for not requiring an approval from the Council before signing the permit, which allowed for stairs to be constructed on the sidewalk in front of the building. Veenstra & Kimm will be locating the property line at the Hoover House, as it is unclear whether the Hoover House property starts at the building line or at the curb.

Motion by Rozinek and second by Hansen to adjourn. Meeting adjourned at 7:45 p.m.

RESOLUTION NO. 972

RESOLUTION APPROVING AN AGREEMENT WITH MCDONALD'S CORPORATION, INC IN CONNECTION WITH A SIDEWALK.

WHEREAS, the OWNER is planning to reconstruct its current McDonald's Restaurant in the CITY, said Restaurant being located on property legally described on Exhibit "A" attached hereto and incorporated by this reference; and

WHEREAS, to that end, the OWNER has submitted a Site Plan to the CITY for approval; and

WHEREAS, the CITY is requiring OWNER to construct an 6-foot sidewalk (the "Sidewalk") along its easterly frontage; and

WHEREAS, both the CITY and OWNER have agreed to postpone construction of the Sidewalk until it will connect to a future sidewalk/trail and crosswalk to be constructed on Baker Avenue; and

WHEREAS, it is now necessary to approve said agreement.

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

Passed and approved this 6<sup>th</sup> day of February, 2012.

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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

## EXHIBIT A

### LEGAL DESCRIPTION:

#### PARCEL 1:

PARCEL D OF PLAT OF SURVEY FILED SEPTEMBER 17, 1996 IN BOOK D, PAGE 187 AS DOCUMENT NO. 2971, ALSO DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AS A POINT OF REFERENCE AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 1,623.40 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (ASSUMED BEARING FOR THIS DESCRIPTION ONLY); THENCE SOUTH 88 DEGREES 35 MINUTES 00 SECONDS WEST 300.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, SLACH'S COMMERCIAL SUBDIVISION, CEDAR COUNTY, IOWA; THENCE NORTH 0 DEGREES 01 MINUTE 18 SECONDS EAST 269.08 FEET ALONG THE EAST LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 01 MINUTE 18 SECONDS EAST 384.10 FEET ALONG THE EAST LINE OF SAID LOT 3 AND ALONG THE EAST LINE OF THE SUBDIVISION OF LOT 4 OF SLACH'S COMMERCIAL SUBDIVISION, CEDAR COUNTY, IOWA, TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE NO. 80, SAID POINT BEING 80.00 FEET IN PERPENDICULAR DISTANCE SOUTHERLY OF THE EDGE OF SLAB OF RAMP "B" OF THE INTERCHANGE; THENCE SOUTH 65 DEGREES 39 MINUTES 00 SECONDS EAST 223.60 FEET ALONG SAID RIGHT-OF-WAY LINE, SAID RIGHT-OF-WAY LINE BEING PARALLEL WITH AND 80.00 FEET IN PERPENDICULAR DISTANCE SOUTHERLY OF THE EDGE OF SLAB OF SAID RAMP "B"; THENCE SOUTH 32 DEGREES 12 MINUTES 34 SECONDS EAST 67.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT 60.00 FEET IN PERPENDICULAR DISTANCE WESTERLY OF CENTERLINE STATION 1049+30 OF COUNTY TRUNK ROAD "D" NOW KNOWN AS COUNTY ROAD X-30; THENCE SOUTH 0 DEGREES 03 MINUTES 00 SECONDS EAST 219.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT 60.00 FEET IN PERPENDICULAR DISTANCE WESTERLY OF CENTERLINE STATION 1047 + 30 OF SAID COUNTY ROAD X-30; THENCE SOUTH 7 DEGREES 20 MINUTES 43 SECONDS EAST 10.33 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 88 DEGREES 35 MINUTES 00 SECONDS WEST 241.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE BENEFITS OF EASEMENTS CREATED IN RECIPROCAL SHOPPING CENTER EASEMENT AGREEMENT DATED SEPTEMBER 25, 1996, FILED NOVEMBER 7, 1996 IN BOOK 339, PAGE 189, OVER THE FOLLOWING PROPERTY:

#### PARCEL 2:

PARCEL E OF PLAT OF SURVEY FILED SEPTEMBER 17, 1996 IN BOOK D, PAGE 187 AS DOCUMENT NO. 2971, ALSO DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AS A POINT OF REFERENCE AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 1,623.40 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (ASSUMED BEARING FOR THIS DESCRIPTION ONLY) TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 35 MINUTES 00 SECONDS WEST 300.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, SLACH'S COMMERCIAL SUBDIVISION, CEDAR COUNTY, IOWA; THENCE NORTH 0 DEGREES 01 MINUTE 18 SECONDS EAST 269.08 FEET ALONG THE EAST LINE OF SAID LOT 3; THENCE NORTH 88 DEGREES 35 MINUTES 00 SECONDS EAST 241.15 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE NO. 80; THENCE SOUTH 7 DEGREES 20 MINUTES 43 SECONDS EAST 68.26 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT 50.00 FEET IN PERPENDICULAR DISTANCE WESTERLY OF CENTERLINE STATION 1046+52 OF COUNTY TRUNK ROAD "D" NOW KNOWN AS COUNTY ROAD X-30 AND THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 50.00 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 199.93 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

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

## AGREEMENT

THIS AGREEMENT entered into by and between McDonald's Corporation, Inc., hereafter referred to as "OWNER"; and the City of West Branch, Iowa, hereafter referred to as "CITY."

WHEREAS, the OWNER is planning to reconstruct its current McDonald's Restaurant in the CITY, said Restaurant being located on property legally described on Exhibit "A" attached hereto and incorporated by this reference; and

WHEREAS, to that end, the OWNER has submitted a Site Plan to the CITY for approval; and

WHEREAS, the CITY is requiring OWNER to construct an 6-foot sidewalk (the "Sidewalk") along its westerly frontage; and

WHEREAS, both the CITY and OWNER have agreed to postpone construction of the Sidewalk until it will connect to a future sidewalk and crosswalk to be constructed on Baker Avenue; and

WHEREAS, it is now necessary to enter into an agreement to outline the obligations of each party as it pertains to the future Sidewalk construction.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. CITY shall construct the Sidewalk in the future at a date chosen by the CITY.
2. CITY shall, after construction of said Sidewalk, shall submit an invoice to the OWNER for all costs associated with construction of a 6-foot sidewalk at a thickness determined by Iowa Department of Transportation specifications. The CITY shall pay for any width over 6-feet. The CITY is wholly responsible for all costs associated with any related street improvements.
3. OWNER shall pay the amount of the invoice within 30 days for the 6-foot

sidewalk to the CITY. In the event that the OWNER fails to pay said invoice, the OWNER expressly consents to the CITY certifying said invoice amount to the Cedar County Treasurer for collection with real property taxes. By its consent, the OWNER expressly waives its rights to notice, benefit or value as it pertains to special assessments as outlined in Chapter 384 of the Code of Iowa.

4. All Notices required under this Agreement shall be deemed delivered, when placed in the U.S. Mail, postage prepaid, to the following address:

OWNER:

McDonald's Corporation  
ADDRESS

CITY:

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

5. This obligations in this agreement shall run with the land and bind each party's Successors and assigns.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

OWNER:

CITY:

\_\_\_\_\_

\_\_\_\_\_

Don Kessler, Mayor

Print name and title

ATTEST:

\_\_\_\_\_

Matt Muckler, City Administrator/Clerk

**STATE OF IOWA, COUNTY OF CEDAR, ss:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Don Kessler 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 Don Kessler and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
A Notary Public in and for the  
State of Iowa  
My commission expires:

**STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_ respectively, of the corporation executing the foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that \_\_\_\_\_ and \_\_\_\_\_ as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**Legal Description of Property**

**LEGAL DESCRIPTION:**

**PARCEL 1:**

PARCEL D OF PLAT OF SURVEY FILED SEPTEMBER 17, 1996 IN BOOK D, PAGE 187 AS DOCUMENT NO. 2971, ALSO DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AS A POINT OF REFERENCE AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 1,623.40 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (ASSUMED BEARING FOR THIS DESCRIPTION ONLY); THENCE SOUTH 88 DEGREES 35 MINUTES 00 SECONDS WEST 300.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, SLACH'S COMMERCIAL SUBDIVISION, CEDAR COUNTY, IOWA; THENCE NORTH 0 DEGREES 01 MINUTE 18 SECONDS EAST 269.08 FEET ALONG THE EAST LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 01 MINUTE 18 SECONDS EAST 384.10 FEET ALONG THE EAST LINE OF SAID LOT 3 AND ALONG THE EAST LINE OF THE SUBDIVISION OF LOT 4 OF SLACH'S COMMERCIAL SUBDIVISION, CEDAR COUNTY, IOWA, TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE NO. 80, SAID POINT BEING 80.00 FEET IN PERPENDICULAR DISTANCE SOUTHERLY OF THE EDGE OF SLAB OF RAMP "B" OF THE INTERCHANGE; THENCE SOUTH 65 DEGREES 39 MINUTES 00 SECONDS EAST 223.60 FEET ALONG SAID RIGHT-OF-WAY LINE, SAID RIGHT-OF-WAY LINE BEING PARALLEL WITH AND 80.00 FEET IN PERPENDICULAR DISTANCE SOUTHERLY OF THE EDGE OF SLAB OF SAID RAMP "B"; THENCE SOUTH 32 DEGREES 12 MINUTES 34 SECONDS EAST 67.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT 60.00 FEET IN PERPENDICULAR DISTANCE WESTERLY OF CENTERLINE STATION 1049+30 OF COUNTY TRUNK ROAD "D" NOW KNOWN AS COUNTY ROAD X-30; THENCE SOUTH 0 DEGREES 03 MINUTES 00 SECONDS EAST 219.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT 60.00 FEET IN PERPENDICULAR DISTANCE WESTERLY OF CENTERLINE STATION 1047 + 30 OF SAID COUNTY ROAD X-30; THENCE SOUTH 7 DEGREES 20 MINUTES 43 SECONDS EAST 10.33 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 88 DEGREES 35 MINUTES 00 SECONDS WEST 241.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE BENEFITS OF EASEMENTS CREATED IN RECIPROCAL SHOPPING CENTER EASEMENT AGREEMENT DATED SEPTEMBER 25, 1996, FILED NOVEMBER 7, 1996 IN BOOK 339, PAGE 189, OVER THE FOLLOWING PROPERTY:

**PARCEL 2:**

PARCEL E OF PLAT OF SURVEY FILED SEPTEMBER 17, 1996 IN BOOK D, PAGE 187 AS DOCUMENT NO. 2971, ALSO DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 4 WEST OF THE 5TH PRINCIPAL MERIDIAN, CEDAR COUNTY, IOWA, DESCRIBED AS FOLLOWS: COMMENCING AS A POINT OF REFERENCE AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 1,623.40 FEET ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (ASSUMED BEARING FOR THIS DESCRIPTION ONLY) TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 35 MINUTES 00 SECONDS WEST 300.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, SLACH'S COMMERCIAL SUBDIVISION, CEDAR COUNTY, IOWA; THENCE NORTH 0 DEGREES 01 MINUTE 18 SECONDS EAST 269.08 FEET ALONG THE EAST LINE OF SAID LOT 3; THENCE NORTH 88 DEGREES 35 MINUTES 00 SECONDS EAST 241.15 FEET TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE NO. 80; THENCE SOUTH 7 DEGREES 20 MINUTES 43 SECONDS EAST 68.26 FEET ALONG SAID RIGHT-OF-WAY LINE TO A POINT 50.00 FEET IN PERPENDICULAR DISTANCE WESTERLY OF CENTERLINE STATION 1046+52 OF COUNTY TRUNK ROAD "D" NOW KNOWN AS COUNTY ROAD X-30 AND THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 50.00 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 199.93 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

RESOLUTION NO. 973

RESOLUTION APPROVING THE SITE PLAN FOR THE RECONSTRUCTED MCDONALD'S RESTAURANT LOCATED AT 610 S. DOWNEY STREET, WEST BRANCH, IOWA.

WHEREAS, McDonald's Corporation has heretofore submitted a proposed Site Plan to reconstruct the present McDonald's Restaurant building located at 610 S. Downey Street (the "Project"); and

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

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

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

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

\* \* \* \* \*

Passed and approved this 6<sup>th</sup> day of February, 2012.

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSAL TO VACATE AND DISPOSE OF AN INTEREST IN REAL PROPERTY, SAID REAL PROPERTY BEING GENERALLY DESCRIBED AS THE NORTHERN 75 FEET OF A 16-FOOT ALLEY LOCATED TO THE WEST OF LOT 19 AND TO THE EAST OF LOT 18 IN BLOCK 22 IN CAMERON (ORIGINAL TOWN) A.K.A. WEST BRANCH, IN WEST BRANCH, CEDAR COUNTY, IOWA LOCATED GENERALLY NEAR MAIN STREET AND NORTH 2<sup>ND</sup> STREET.

YOU ARE HEREBY NOTIFIED that a public hearing will be held by the City Council of the City of West Branch in the Council Chambers, at the City Hall at 110 Poplar Street, at 6:30 o'clock P.M., on Monday, February 6<sup>th</sup>, 2012. Said public hearing shall be to consider the intent and proposal of vacating and disposing of the City's interest in the northern 75 feet of that 16-foot alley located to the west of Lot 19 and to the east of Lot 18 in Block 22 in Cameron (Original Town) a.k.a. West Branch, in West Branch, Cedar County, Iowa.

/s/ Matt Muckler, City Administrator/Clerk,

Prepared by Kevin D. Olson, West Branch City Attorney, PO Box 5640, Coralville, Iowa 52241  
Return to: West Branch City Clerk, 110 Poplar Street, West Branch, Iowa 52358

**Ordinance No. 690**

AN ORDINANCE VACATING THAT CERTAIN 75-FOOT PORTION ON AN ALLEY LOCATED BETWEEN LOTS 18 AND 19 IN BLOCK 22 IN CAMERON, (NOW KNOWN AS WEST BRANCH), WEST BRANCH, IOWA.

WHEREAS, pursuant to Section 354.23 of the Code of Iowa, the City has held a public hearing on the proposed vacation of a 75-foot portion of the alley located between Lots 18 and 19, Block 22 in Cameron, Cedar County, Iowa; and

WHEREAS, it is now necessary to pass an ordinance vacating said section of alley and directing the County Auditor to use this ordinance as the conveyance document for said alley without further documentation.

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA, AS FOLLOWS:

Section 1. Vacation of Alley.

The northern 75-feet of that certain 16-foot wide alley located between Lots 18 and 19 in Block 22 in Cameron, Cedar County, Iowa, be and the same is hereby vacated.

Section 2. Conveyance.

Pursuant to Section 354.23 of the Code of Iowa, the alley shall be conveyed as follows:

- a. The west 8-feet of said northern 75-foot alley shall be conveyed to Jeanne R. Donovan (Parcel #0500-13-05-360-003-0)
- b. The east 8-feet of said northern 75-foot alley shall be conveyed to The Dalton Gang (Parcel #0500-13-05-360-006-0)

The County Auditor is directed to show said conveyance on its books without further documentation.

Section 3. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 4. 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 5. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

\* \* \* \* \*

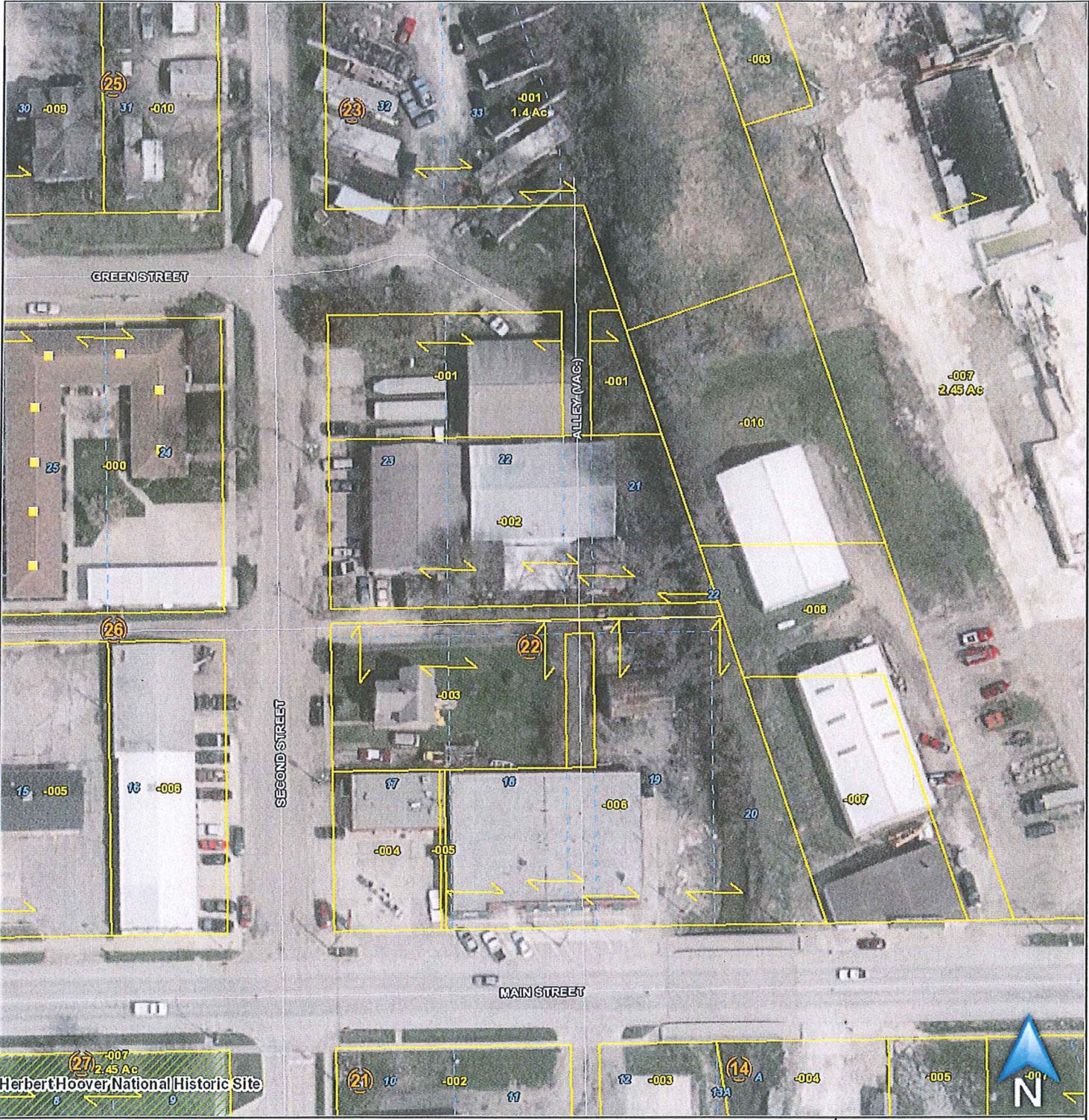
Passed and approved this 6th day of February, 2012.

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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

Cedar County, IA



ORDINANCE NO. 672

AN ORDINANCE AMENDING TITLE "POLICE, FIRE AND EMERGENCIES",  
CHAPTER 31 "RESERVE POLICE FORCE"

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 31 "RESERVE POLICE FORCE" of the Code of West Branch, Iowa is hereby amended by deleting subsection 1 of section 31.01 "POLICE RESERVES CREATED" in its entirety and inserting in lieu thereof:

**31.01 POLICE RESERVES CREATED**

**1. Membership: The police reserves shall consist of a volunteer police reserve company composed of no more than four (4) members. Membership in the police reserves shall be determined by standards as provided pursuant to Iowa Code, Sec. 80D.1 et seq. All prospective members of the reserves shall submit to the MMPI psychological test before commencing duties with the City. Members of the police reserves shall be appointed by the Mayor, subject to approval by the Council, and after taking an oath of office.**

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

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

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

Passed and approved this 6th day of February, 2012.

First Reading: January 17, 2012  
Second Reading: February 6, 2012  
Third Reading:

---

Mayor, Don Kessler

Attest:

---

City Administrator/Clerk, Matt Muckler

**CITY OF WEST BRANCH  
COUNCIL ACTION REPORT**

MEETING DATE: February 6, 2012 AGENDA ITEM: 6n

DATE PREPARED: January 26, 2012

STAFF LIAISON: Melissa Russell, Park & Recreation Director

ACTION TITLE: Resolution 970, approving \$ \_\_\_\_\_ to be moved from the Park & Recreation General Fund Reserve line to the General Fund for the purchase of the Wapsi View Trailer Court.

WORKSHOP    SPECIAL    CONSENT    NON-CONSENT    TABLED    PUBLIC HEARING

**RECOMMENDATIONS:**

Council approve Resolution 970, approving \$ \_\_\_\_\_ to be moved from the Park & Recreation General Fund Reserve line to the General Fund for the purchase of the Wapsi View Trailer Court.

**PROJECT DESCRIPTION:**

The Park and Recreation CD was established from a donation provided by Procter & Gamble when the West Branch Community School District and the City of West Branch proposed to build a joint-Recreation Center at the West Branch High School campus. The original amount of the donation was \$75,000. When the project failed, former-Mayor Hatfield and P&G discussed the future of the donation and representatives from P & G encouraged the City to use the funds for other park and recreation purposes. The first year the funds were used to help create a full-time park and recreation director position. The funds were also used for the operating expenses of Cookson. These funds also paid for more recent studies on the viability of the Cookson Center as well as the Shive-Hattery Site Study for a future community center. Today, \$20,802.44 remains with the City. In the future, the Park and Recreation Department plan for these funds to be used for the future Community Center project.

The Park Land CD was established before the formation of a full-time Park & Recreation Department. Prior City Councils had placed \$5000 into this CD each year to go towards future park land purchase and development. This funding was cut several years ago. This money has been used recently to pay for the Lion's Field parking. In the future, this money is planned to be used for park and recreation land purchase and development. Today, \$66,642.02 remains with the City.

**ATTACHMENTS:**

Resolution 970

**FINANCIAL NARRATIVE:**

In addition to the former Park and Recreation CD (\$20,802.44) and the Park Land CD (\$66,642.02), the Park and Recreation Department currently has \$6,199.86 in donations and other funds. These three funding sources comprise the Park and Recreation General Fund Reserve Line which totals \$93,644.32. Resolution 970 would allow a portion of the funds, assumedly a portion of the Park Land CD funds, to be moved to the General Fund in order to offset the cost of the purchase of the former Wapsi View Trailer Court, which is in the process of being converted into a City Park. The City purchased the former Wapsi View Trailer Court for \$70,000.

The Park & Recreation Commission made a recommendation to the Council at a recent Commission Meeting to take \$20,000 from the Park & Recreation General Fund Reserve to offset the costs of the purchase of the Wapsi View Trailer Court. Future uses for the Park Land CD funds include the development of the Wapsi View Trailer Court into a City Park and the acquisition of land suitable for a future Community Center.

RESOLUTION NO. 970

RESOLUTION APPROVING PARK AND RECREATION GENERAL FUND RESERVES TO BE USED FOR THE PURCHASE OF THE WAPSI VIEW TRAILER COURT

WHEREAS, the City Council of the City of West Branch, Iowa, has heretofore deemed it desirable to purchase the Wapsi View Trailer Court; and

WHEREAS, the City Council intends to convert the property for use as a park space for the benefit of the residents of West Branch; and

WHEREAS, the Park and Recreation General Fund Reserve Line contains funds set aside for the acquisition of park space for residents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa that the City Clerk will move \$ \_\_\_\_\_ from the Park and Recreation General Fund Reserve line to the General Fund for the purchase of the Wapsi View Trailer Court.

\* \* \* \* \*

Passed and approved this 6<sup>th</sup> day of February, 2012.

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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

RESOLUTION NO. 971

RESOLUTION PROCLAIMING FEBRUARY 14, 2012 AS SALUTE  
TO HOSPITALIZED VETERANS DAY.

WHEREAS, Many thousands of veterans of America's armed forces have served this nation in times of both peace and war, and in doing so have thereby assured the independence of all her people; and

WHEREAS, More than a million veterans enter the Department of Veterans Affairs Medical Centers nationwide for medical attention annually; and

WHEREAS, These hospitalized veterans who yet bear the physical and emotional scars of war have most surely earned our gratitude for the many personal sacrifices they have made in our behalf; and

WHEREAS, The Department of Veterans Affairs Medical Centers, for the fifteenth consecutive year, have organized a national day of tribute honoring all hospitalized veterans with the purpose of urging all Americans to remember these men and women, especially on this day; and

WHEREAS, We wish to express to the patients in the Department of Veterans Affairs Medical Center our concern, care and sincere appreciation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa does hereby proclaim February 14, 2012 as **SALUTE TO HOSPITALIZED VETERANS DAY** in West Branch, Iowa and urge all citizens to pay tribute to the hospitalized veterans on this day of the year.

Passed and approved this 6<sup>th</sup> day of February, 2012.

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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

RESOLUTION NO. 974

RESOLUTION APPROVING AN AGREEMENT WITH GARLING CONSTRUCTION, INC.  
IN CONNECTION WITH THE WEST BRANCH FIRE STATION PROJECT

THIS AGREEMENT entered into by and between Garling Construction, Inc., 1120 11<sup>th</sup> Street, Belle Plaine, Iowa 52208 (hereafter "Garling"); and the City of West Branch, 110 Poplar Street, West Branch, Iowa 52358 (hereafter "City").

WHEREAS, the City Council of West Branch awarded the construction contract for the West Branch Fire Station Addition (the "Project") to Garling; and

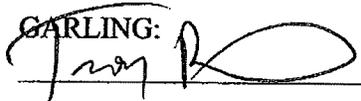
WHEREAS, Garling has completed most of the required work for the Project and desires for the City to accept the Project as substantially completed; and

WHEREAS, to ensure that Garling finishes the Project in a timely manner, the City agrees to accept the Project as substantially completed at its February 6, 2012 City Council meeting in exchange for the execution of this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Both parties agree that the following work needs to be completed:
  - a. Replacement of two walk-in doors
  - b. Painting of four walk-in doors
  - c. Lettering of five walk-in doors
2. Garling agrees that the City shall hold the sum of \$3,250 from the retainage to be paid to Garling in accordance with Chapter 573 of the Code of Iowa until the work identified in paragraph 1 above has been completed in accordance with the Project plans and specifications.
3. Garling specifically agrees that if Garling does not complete this work prior to March 9, 2012, that the City can use the withheld \$3,250 and complete the work itself. In the event that the City has any monies remaining after said work is completed, it will refund said monies to Garling.
4. In the event that additional claims are filed pursuant to Chapter 573 for the retainage prior to the ending of the required 30-day period, the City will withhold double the amount of those claims, in addition to the \$3,250 contemplated under this Agreement.

Dated this 6th day of February, 2012.

GARLING:  
  
\_\_\_\_\_

CITY:

\_\_\_\_\_  
Don Kessler, Mayor

RESOLUTION NO. 975

RESOLUTION ACCEPTING THE WEST BRANCH FIRE STATION PROJECT AS  
SUBSTANTIALLY COMPLETED.

WHEREAS, Garling Construction, Inc. was awarded the construction contract for the West Branch Fire Station Project (the "Project"); and

WHEREAS, said Project has now been completed in accordance with the City's design standards, except for a few minor items; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, that the West Branch Fire Station be accepted as substantially completed. Further, the City Clerk is directed to hold the retainage amount of \$19,086.15 until 31 days after the date of this Resolution.

\* \* \* \* \*

Passed and approved this 6<sup>th</sup> day of February, 2012.

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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

I am a West Branch resident\_\_\_\_\_

I am not a West Branch resident\_\_\_\_\_

West Branch Comprehensive Plan Public Input Survey

1). What are your opinions about the current appearance of the West Branch community?

	Strongly Agree	Agree	No Opinion	Disagree	Strongly Disagree	I Don't Know
a. The City's appearance through tree plantings, flowers and landscaping is adequate.						
b. The City's signage and Main Street façades are adequate.						
c. The City's efforts to preserve and enhance historic preservation are adequate.						
d. The City's building and zoning codes to maintain the character of the community are adequate.						

Comments: \_\_\_\_\_

2. How do each of the following affect your quality of life in West Branch?

	Very Important	Important	Unimportant	No Opinion
Many Diverse Shopping Opportunities				
Vibrant and Active Downtown Area				
Incentives for Small Businesses to Improve their Buildings/Properties				
Sustainable or "Green" Community				
Sidewalks				
Bicycle Paths/Bikeways				
Road Repair and Maintenance				
Sewer and Water				

Comments: \_\_\_\_\_

3. How would you prefer the City of West Branch spend public funds for transportation improvements over the next 10 – 20 years?

	High Priority	Moderate Priority	Low Priority	No Opinion
Sidewalks				
Trails				
Streets				
Other: _____				

4. What types of services or retail establishments would you like to be located closer to your home or elsewhere in the City of West Branch?

- Pharmacy
- Assisted Living Center
- Convenience Store
- Book Store
- Hotel
- Hardware Store
- Grocery Store
- Health Club (Treadmills, weights, fitness classes)
- Clothing Store
- Restaurant If yes, what kind? \_\_\_\_\_
- Florist
- Recreation/Community Center
- Bakery
- Deli
- Laundromat
- Dry Cleaner
- Other: \_\_\_\_\_

5. Do you agree that the following services adequately meet the needs of the residents?

	Strongly Agree	Agree	No Opinion	Disagree	Strongly Disagree
Police Protection					
Fire Protection					
Services provided at City Office (water bills, pet licensing, building permits, etc.)					
Snow Removal					
Street Sweeping					
Street Repair and Maintenance					
Activities for Senior Citizens					
Activities for Adults					
Activities for Teenagers					
Activities for Youth					
Library Services					
Parks (Lion's Field, Baranek Park)					
Park and Recreation Programs					
Trails					

6. Please list new services, or improvements to existing services, that you think should be provided for residents?

\_\_\_\_\_

7. What kinds of municipal, social, or educational facilities are not currently located in Town, but should be?

\_\_\_\_\_

8. Based on your observations of the City of West Branch as it is now, what is your opinion of the amount of land devoted to each of the following types of uses?

	Too Much	About Right	Need More	No Opinion	I Don't Know
Single Family Residential Homes					
Condominium Residences					
Commercial Uses (shopping, services, food/beverage establishments, offices)					
Mixed Use Development (commercial and residential uses)					
Hotel and Motel Units					
Natural Areas, Open Space and Wildlife Habitat					
Apartment Buildings					
Civic Spaces (parks, pedestrian plazas, outdoor entertainment)					
Elderly/Assisted Living Facilities					

9. Should the City enhance its code and other ordinances? Yes or No

If yes what area(s): \_\_\_\_\_

10. What are your opinions about the park and recreational services in the City?

	Agree	Disagree	I Don't Know
There are enough recreational facilities for families			
There are enough programs and services for teens and children			
There are enough programs and services for senior citizens			
There are enough organized activities for singles and adults			
The facilities are adequately maintained			
More park space and facilities are needed			
The existing trail system is adequate			
The existing trail system is adequately maintained			
More trails are needed			

11. Is there a specific area in the City where safety should be improved for pedestrians? Yes or No

If yes, where: \_\_\_\_\_

12. What are the most important housing problems in the City? (Please indicate a maximum of three reasons, ranking them from 1 to 3, with 1 being the most important)

Not enough rental	
Property maintenance	
High purchase prices	
Not enough housing for single people	
Not enough housing for young couples/families	
Not enough senior housing	
Not enough choice in moderate price ranges	
Note enough affordable housing	
Other:	

13. Why do you choose to live in the City of West Branch? (Please indicate a maximum of three reasons, ranking them from 1 to 3, with 1 being the most important)

Lived here all my life		Small town atmosphere	
Family and friends nearby		Scenic beauty	
Convenience of services		Proximity to Iowa City	
Close to work		Housing availability or cost	
Quality of schools		Hoover Library and National Park	
Other _____			

14. Would you support extending the 1% local option sales tax to pay (or help pay) for the following projects?

	Strongly Support	Support	No Opinion	Oppose	Strongly Oppose	I Don't Know
Replacement of College Street Bridge						
Paving Project on 4 <sup>th</sup> Street						
Paving Project on County Line Road						
Purchase of a New Streetsweeper or Snowplow						
Other Street Repair and Maintenance						
Main Street Landscaping						
Library Expansion						
New Community Center						
Trail Improvements						
Capital improvements in our Parks						

15. Would you support the city borrowing funds to pay for the following projects?

	Strongly Support	Support	No Opinion	Oppose	Strongly Oppose
Replacement of College Street Bridge					
Paving Project on 4 <sup>th</sup> Street					
Paving Project on County Line Road					
Purchase of a New Streetsweeper or Snowplow					
Other Street Repair and Maintenance					
Main Street Landscaping					
Library Expansion					
New Community Center					
Trail Improvements					
Capital improvements in our Parks					

16. Do you think the city should establish a road between Pederson Valley and Greenview (from Greenview Drive in Pedersen Valley to Greenview Circle)? Yes \_\_\_\_\_ No \_\_\_\_\_

Why: \_\_\_\_\_