

# *City of West Branch*

~ A Heritage for Success ~

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110 N. Poplar St. • P.O. Box 218 • West Branch, Iowa 52358  
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## **CITY COUNCIL MEETING AGENDA** **Monday, April 2, 2012 • 7:00 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 March 19, 2012 City Council Meeting.
  - b. Approve claims.
  - c. Approve Class C Liquor License with Living Quarters, Outdoor Service and Sundays Sales Permits for Fox Run Golf & Country Club.
  - d. Approve street closure during the week of April 9<sup>th</sup> – 13<sup>th</sup>, 2012 for tree removal at Town Hall.
  - e. Approve street closure for wastewater repairs at 5<sup>th</sup> & Main.
5. Communications/Open Forum
6. Public Hearings/Non-Consent Agenda
  - a. Third Reading of Ordinance 692, amending maintenance bond requirements in Title, "Zoning and Subdivision," Chapter 170 "Subdivision Regulations." /Move to action.
  - b. Second Reading of Ordinance 693, amending maintenance bond requirements in Title, "Zoning and Subdivision," Chapter 173 "Site Plan Regulations of the City of West Branch, Iowa." /Move to action.
  - c. Second Reading of Ordinance 694, amending accounting requirements in Title, "General Code Provisions," Chapter 7 "Fiscal Management." /Move to action.
  - d. Discussion of bonding for lift station project and inflow and infiltration study repairs.
  - e. Resolution 982, approving service agreement with J & M Displays in the amount of \$25,000. /Move to action.
7. City Staff Reports
  - a. City Administrator Matt Muckler - Gas Franchise Agreement Update
  - b. Public Works Director Matt Goodale - New City Park Update
  - c. City Administrator Matt Muckler - Comprehensive Plan Survey Update
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 Meeting**

**March 19, 2012  
6:30 p.m.**

Mayor Don Kessler opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator Matt Muckler, City Attorney Kevin Olson, Administrative Assistant Ashley Borland-Kaalberg, Public Works Director Matt Goodale, Library Director Nick Shimmin, Fire Chief Administrator Dick Stoolman and Police Chief Mike Horihan.  
Council members: Mark Worrell, Jordan Ellyson, Colton Miller, and Jim Oaks. Absent: Mark Worrell and Dan O'Neil.

**APPROVE AGENDA/CONSENT AGENDA**

- a) Approve minutes from the February 21, 2012 City Council Work Session.
- b) Approve minutes from the February 21, 2012 City Council Meeting.
- c) Approve claims.
- d) Approve Class C Liquor License with Sunday Sales Permit for Fiesta Riviera.

Motion by Miller to approve the agenda and consent agenda, second by Ellyson. AYES: Miller, Ellyson, Oaks. Absent: Worrell, O'Neil. Motion carried.

**COMMUNICATIONS/OPEN FORUM**

**PUBLIC, DEPARTMENT HEADS, COMMISSIONS, CITY ADMINISTRATOR AND CITY COUNCIL**  
Second Reading of Ordinance 692, amending maintenance bond requirements in Title, "Zoning and Subdivision," Chapter 170 "Subdivision Regulations."/Move to action.

Motion by Oaks, second by Ellyson to approve Second Reading of Ordinance 692. AYES: Oaks, Ellyson, Miller. Absent: Worrell, O'Neil. Motion carried.

First Reading of Ordinance 693, amending maintenance bond requirements in Title, "Zoning and Subdivision," Chapter 173 "Site Plan Regulations of the City of West Branch, Iowa."/Move to action.

Motion by Ellyson, second by Oaks to approve First Reading of Ordinance 693. AYES: Ellyson, Oaks, Miller. Absent: Worrell, O'Neil. Motion carried.

First Reading of Ordinance 694, amending accounting requirements in Title, "General Code Provisions," Chapter 7 "Fiscal Management."/Move to action.

Muckler stated that the ordinance is being brought forward at the request of Councilman Worrell and would require that checks be signed by two authorized signatories. Current Code requires only one signature.

Motion by Ellyson, second by Miller to approve First Reading of Ordinance 694. AYES: Ellyson, Miller, Oaks. Absent: Worrell, O'Neil. Motion carried.

Resolution 984, approving service agreement with Latham & Associates, Inc. for a municipal gas utility feasibility study in the amount of \$15,000 plus travel and incidental expenses at cost./Move to action.

Miller suggested that the feasibility study may be premature, as it is currently unclear as to how the residents feel about the City taking on a gas utility. Miller mentioned that an election by the citizens should be considered prior to approving a feasibility study. Ellyson stated that she would like to see a feasibility study completed, but would like to first focus on current infrastructure needs. Ellyson expressed support for a short-term franchise agreement with Alliant so that the issue could be revisited at a later date. Oaks felt that the feasibility study would be a step in the right direction as it would provide information for voters on which they could decide whether or not to have the City move forward to form a municipal gas utility. Kessler stated that the City should focus on current

infrastructure needs and consider a five-year franchise agreement with Alliant. Oaks mentioned that converting to a municipal gas utility could take several years.

Motion by Miller, second by Oaks to approve Resolution 984. AYES: Oaks. NAYS: Miller, Ellyson. Absent: Worrell, O'Neil. Motion failed.

Discussion of bonding for lift station project and inflow and infiltration study repairs.

Council and Staff discussed financing options for the repairs and the timeline for the project. Oaks and City Engineer Dave Schechinger discussed the location of the lift station and control house. Kessler, Miller and Ellyson said that they would like to see I & I Study Phase I and Phase II repairs included with the lift station project financing.

**CITY STAFF REPORTS**

City Administrator Matt Muckler – City Council Meeting Time Change

Muckler reminded Council that the City Council meeting time is due to change again to follow the Ordinance that states meetings from April through October will be held at 7:00pm.

City Administrator Matt Muckler – Main Street Sidewalk Update

Muckler reported that a meeting was held last week to discuss sidewalk replacement on Main Street. The City is receiving bids on the sidewalk project and is preparing an agreement for Council's consideration at a future meeting. Main Street West Branch Program Director Rod Ness has been in contact with affected business owners.

**COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

**ADJOURNMENT**

Motion to adjourn meeting by Ellyson, second by Miller. City Council meeting adjourned at 7:06 p.m.

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

ATTEST: \_\_\_\_\_

Ashley Borland-Kaalberg, Administrative Assistant

ORDINANCE NO. 692

AN ORDINANCE AMMENDING MAINTENANCE BOND REQUIREMENTS IN TITLE, "ZONING AND SUBDIVISION," CHAPTER 170 "SUBDIVISION REGULATIONS."

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, the West Branch City Council is moving forward to adopt the proposed site plan ordinance with modifications to the section concerning Maintenance Bonds; and

WHEREAS, it is in the best interests of the residents of West Branch to have a consistent Code of Ordinances.

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 deleting Section 170.16.7 in its entirety and replaced with the following:

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

Streets and alleys	4 years
Storm sewer, drainage and detention	4 years
Concrete pavement	4 years
Asphalt overlays	4 years
Sidewalks	4 years
Curb and gutter	4 years
Water facilities	4 years
Sanitary sewer facilities	4 years
All other underground utilities	4 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.

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Passed and approved this 2nd day of April, 2012.

First Reading:        March 5, 2012  
Second Reading:     March 19, 2012  
Third Reading:       April 2, 2012

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Don Kessler, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 693

AN ORDINANCE AMMENDING MAINTENANCE BOND REQUIREMENTS IN TITLE, "ZONING AND SUBDIVISION," CHAPTER 173 "SITE PLAN REGULATIONS OF THE CITY OF WEST BRANCH, IOWA."

WHEREAS, the Planning and Zoning Commission adopted a site plan ordinance for the City of West Branch 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, the West Branch City Council would like to make modifications to the section concerning Maintenance Bonds; and

WHEREAS, it is in the best interests of the residents of West Branch to have a consistent Code of Ordinances.

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 deleting Section 173.14 in its entirety and replaced with the following:

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	4 years
Storm sewer, drainage and detention	4 years
Concrete pavement	4 years
Asphalt overlays	4 years
Sidewalks	4 years
Curb and gutter	4 years
Water facilities	4 years
Sanitary sewer facilities	4 years
All other underground utilities	4 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 2nd day of April, 2012.

First Reading:        March 19, 2012  
Second Reading:     April 2, 2012  
Third Reading:

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Don Kessler, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 694

AN ORDINANCE AMMENDING ACCOUNTING REQUIREMENTS IN TITLE, "GENERAL CODE PROVISIONS," CHAPTER 7 "FISCAL MANAGEMENT."

WHEREAS, the West Branch City Council would like to increase accounting standards required under the Fiscal Management Chapter of the West Branch Code of Ordinances.

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 deleting Section 7.07.3 in its entirety and replaced with the following:

3. CHECKS. Checks shall be prenumbered and signed by two of the authorized signatories following Council approval, except as provided by subsection 5 hereof.

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.

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Passed and approved this 2nd day of April, 2012.

First Reading: March 19, 2012  
Second Reading: April 2, 2012  
Third Reading:

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

ATTEST:

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

SPEER FINANCIAL, INC.

**ESTIMATED PROJECT COSTS**  
**City of West Branch, Iowa**  
**\$1,400,000 General Obligation Corporate Purpose Bonds**  
**Series 2012**



	Estimated
1 Sanitary Sewer Projects	\$ 1,370,000.00
<hr/>	
<b>Total New Money</b>	<b>\$ 1,370,000.00</b>
<hr/>	
9 Estimated Cost of Issuance	18,150.00
10 Underwriter Discount ( .8% Max. )	11,200.00
11 Miscellaneous	650.00
 Total Project Cost.....	 \$ 1,400,000.00
Less: Cash	-
<hr/>	
<b>Total Bond Sale.....</b>	<b>\$ 1,400,000.00</b>

SPEER FINANCIAL, INC.

PRELIMINARY  
SUBJECT TO CHANGE

**SPEER FINANCIAL, INC.**

**City of West Branch, Iowa**

**\$1,400,000 General Obligation Corporate Purpose Bonds, Series 2012 (12yr)**

**\*\*PRELIMINARY - SUBJECT TO CHANGE\*\***

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/01/2012	-	-	-	-	-
12/01/2012	-	-	14,112.29	14,112.29	-
06/01/2013	105,000.00	0.750%	12,096.25	117,096.25	131,208.54
12/01/2013	-	-	11,702.50	11,702.50	-
06/01/2014	110,000.00	0.900%	11,702.50	121,702.50	133,405.00
12/01/2014	-	-	11,207.50	11,207.50	-
06/01/2015	110,000.00	1.000%	11,207.50	121,207.50	132,415.00
12/01/2015	-	-	10,657.50	10,657.50	-
06/01/2016	110,000.00	1.100%	10,657.50	120,657.50	131,315.00
12/01/2016	-	-	10,052.50	10,052.50	-
06/01/2017	115,000.00	1.200%	10,052.50	125,052.50	135,105.00
12/01/2017	-	-	9,362.50	9,362.50	-
06/01/2018	115,000.00	1.500%	9,362.50	124,362.50	133,725.00
12/01/2018	-	-	8,500.00	8,500.00	-
06/01/2019	115,000.00	1.700%	8,500.00	123,500.00	132,000.00
12/01/2019	-	-	7,522.50	7,522.50	-
06/01/2020	120,000.00	2.000%	7,522.50	127,522.50	135,045.00
12/01/2020	-	-	6,322.50	6,322.50	-
06/01/2021	120,000.00	2.300%	6,322.50	126,322.50	132,645.00
12/01/2021	-	-	4,942.50	4,942.50	-
06/01/2022	125,000.00	2.500%	4,942.50	129,942.50	134,885.00
12/01/2022	-	-	3,380.00	3,380.00	-
06/01/2023	125,000.00	2.600%	3,380.00	128,380.00	131,760.00
12/01/2023	-	-	1,755.00	1,755.00	-
06/01/2024	130,000.00	2.700%	1,755.00	131,755.00	133,510.00
<b>Total</b>	<b>\$1,400,000.00</b>	<b>-</b>	<b>\$197,018.54</b>	<b>\$1,597,018.54</b>	<b>-</b>

**Yield Statistics**

Bond Year Dollars	\$9,506.67
Average Life	6.790 Years
Average Coupon	2.0724250%
Net Interest Cost (NIC)	2.0724250%
True Interest Cost (TIC)	2.0550299%
Bond Yield for Arbitrage Purposes	2.0550299%
All Inclusive Cost (AIC)	2.0550299%

**IRS Form 8038**

Net Interest Cost	2.0724250%
Weighted Average Maturity	6.790 Years

**PRELIMINARY  
SUBJECT TO CHANGE**

**SPEER FINANCIAL, INC.**

**City of West Branch, Iowa**

**\$1,400,000 General Obligation Corporate Purpose Bonds, Series 2012 (15yr)**

**\*\*PRELIMINARY - SUBJECT TO CHANGE\*\***

**Debt Service Schedule**

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/01/2012	-	-	-	-	-
12/01/2012	-	-	16,330.42	16,330.42	-
06/01/2013	80,000.00	0.750%	13,997.50	93,997.50	110,327.92
12/01/2013	-	-	13,697.50	13,697.50	-
06/01/2014	85,000.00	0.900%	13,697.50	98,697.50	112,395.00
12/01/2014	-	-	13,315.00	13,315.00	-
06/01/2015	85,000.00	1.000%	13,315.00	98,315.00	111,630.00
12/01/2015	-	-	12,890.00	12,890.00	-
06/01/2016	85,000.00	1.100%	12,890.00	97,890.00	110,780.00
12/01/2016	-	-	12,422.50	12,422.50	-
06/01/2017	85,000.00	1.200%	12,422.50	97,422.50	109,845.00
12/01/2017	-	-	11,912.50	11,912.50	-
06/01/2018	90,000.00	1.500%	11,912.50	101,912.50	113,825.00
12/01/2018	-	-	11,237.50	11,237.50	-
06/01/2019	90,000.00	1.700%	11,237.50	101,237.50	112,475.00
12/01/2019	-	-	10,472.50	10,472.50	-
06/01/2020	90,000.00	2.000%	10,472.50	100,472.50	110,945.00
12/01/2020	-	-	9,572.50	9,572.50	-
06/01/2021	95,000.00	2.300%	9,572.50	104,572.50	114,145.00
12/01/2021	-	-	8,480.00	8,480.00	-
06/01/2022	95,000.00	2.500%	8,480.00	103,480.00	111,960.00
12/01/2022	-	-	7,292.50	7,292.50	-
06/01/2023	100,000.00	2.600%	7,292.50	107,292.50	114,585.00
12/01/2023	-	-	5,992.50	5,992.50	-
06/01/2024	100,000.00	2.700%	5,992.50	105,992.50	111,985.00
12/01/2024	-	-	4,642.50	4,642.50	-
06/01/2025	105,000.00	2.800%	4,642.50	109,642.50	114,285.00
12/01/2025	-	-	3,172.50	3,172.50	-
06/01/2026	105,000.00	2.900%	3,172.50	108,172.50	111,345.00
12/01/2026	-	-	1,650.00	1,650.00	-
06/01/2027	110,000.00	3.000%	1,650.00	111,650.00	113,300.00
<b>Total</b>	<b>\$1,400,000.00</b>	<b>-</b>	<b>\$283,827.92</b>	<b>\$1,683,827.92</b>	<b>-</b>

**PRELIMINARY  
SUBJECT TO CHANGE**

**SPEER FINANCIAL, INC.**

**City of West Branch, Iowa**

**\$1,400,000 General Obligation Corporate Purpose Bonds, Series 2012 (15yr)**

**\*\*PRELIMINARY - SUBJECT TO CHANGE\*\***

**Debt Service Schedule**

**Part 2 of 2**

**Yield Statistics**

Bond Year Dollars	\$11,866.67
Average Life	8.476 Years
Average Coupon	2.3918083%
Net Interest Cost (NIC)	2.3918083%
True Interest Cost (TIC)	2.3665472%
Bond Yield for Arbitrage Purposes	2.3665472%
All Inclusive Cost (AIC)	2.3665472%

**IRS Form 8038**

Net Interest Cost	2.3918083%
Weighted Average Maturity	8.476 Years

**PRELIMINARY  
SUBJECT TO CHANGE**

**SPEER FINANCIAL, INC.**

**City of West Branch, Iowa**

**\$1,400,000 General Obligation Corporate Purpose Bonds, Series 2012 (20yr)**

**\*\*PRELIMINARY - SUBJECT TO CHANGE\*\***

**Debt Service Schedule**

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/01/2012	-	-	-	-	-
12/01/2012	-	-	19,528.54	19,528.54	-
06/01/2013	55,000.00	0.750%	16,738.75	71,738.75	91,267.29
12/01/2013	-	-	16,532.50	16,532.50	-
06/01/2014	60,000.00	0.900%	16,532.50	76,532.50	93,065.00
12/01/2014	-	-	16,262.50	16,262.50	-
06/01/2015	60,000.00	1.000%	16,262.50	76,262.50	92,525.00
12/01/2015	-	-	15,962.50	15,962.50	-
06/01/2016	60,000.00	1.100%	15,962.50	75,962.50	91,925.00
12/01/2016	-	-	15,632.50	15,632.50	-
06/01/2017	60,000.00	1.200%	15,632.50	75,632.50	91,265.00
12/01/2017	-	-	15,272.50	15,272.50	-
06/01/2018	60,000.00	1.500%	15,272.50	75,272.50	90,545.00
12/01/2018	-	-	14,822.50	14,822.50	-
06/01/2019	65,000.00	1.700%	14,822.50	79,822.50	94,645.00
12/01/2019	-	-	14,270.00	14,270.00	-
06/01/2020	65,000.00	2.000%	14,270.00	79,270.00	93,540.00
12/01/2020	-	-	13,620.00	13,620.00	-
06/01/2021	65,000.00	2.300%	13,620.00	78,620.00	92,240.00
12/01/2021	-	-	12,872.50	12,872.50	-
06/01/2022	65,000.00	2.500%	12,872.50	77,872.50	90,745.00
12/01/2022	-	-	12,060.00	12,060.00	-
06/01/2023	70,000.00	2.600%	12,060.00	82,060.00	94,120.00
12/01/2023	-	-	11,150.00	11,150.00	-
06/01/2024	70,000.00	2.700%	11,150.00	81,150.00	92,300.00
12/01/2024	-	-	10,205.00	10,205.00	-
06/01/2025	75,000.00	2.800%	10,205.00	85,205.00	95,410.00
12/01/2025	-	-	9,155.00	9,155.00	-
06/01/2026	75,000.00	2.900%	9,155.00	84,155.00	93,310.00
12/01/2026	-	-	8,067.50	8,067.50	-
06/01/2027	75,000.00	3.000%	8,067.50	83,067.50	91,135.00
12/01/2027	-	-	6,942.50	6,942.50	-
06/01/2028	80,000.00	3.100%	6,942.50	86,942.50	93,885.00
12/01/2028	-	-	5,702.50	5,702.50	-
06/01/2029	80,000.00	3.200%	5,702.50	85,702.50	91,405.00
12/01/2029	-	-	4,422.50	4,422.50	-
06/01/2030	85,000.00	3.300%	4,422.50	89,422.50	93,845.00
12/01/2030	-	-	3,020.00	3,020.00	-
06/01/2031	85,000.00	3.400%	3,020.00	88,020.00	91,040.00
12/01/2031	-	-	1,575.00	1,575.00	-
06/01/2032	90,000.00	3.500%	1,575.00	91,575.00	93,150.00
<b>Total</b>	<b>\$1,400,000.00</b>	<b>-</b>	<b>\$451,362.29</b>	<b>\$1,851,362.29</b>	<b>-</b>

**PRELIMINARY  
SUBJECT TO CHANGE**

**SPEER FINANCIAL, INC.**

**City of West Branch, Iowa**

**\$1,400,000 General Obligation Corporate Purpose Bonds, Series 2012 (20yr)**

**\*\*PRELIMINARY - SUBJECT TO CHANGE\*\***

**Debt Service Schedule**

**Part 2 of 2**

**Yield Statistics**

Bond Year Dollars	\$15,926.67
Average Life	11.376 Years
Average Coupon	2.8340035%
Net Interest Cost (NIC)	2.8340035%
True Interest Cost (TIC)	2.7936868%
Bond Yield for Arbitrage Purposes	2.7936868%
All Inclusive Cost (AIC)	2.7936868%

**IRS Form 8038**

Net Interest Cost	2.8340035%
Weighted Average Maturity	11.376 Years

**PRELIMINARY  
SUBJECT TO CHANGE**

12 West Branch \$1.4m 20 y | SINGLE PURPOSE | 2/27/2012 | 3:08 PM

**ESTIMATED COSTS OF ISSUANCE**  
**City of West Branch, Iowa**  
**\$1,400,000 General Obligation Corporate Purpose Bonds**

**Series 2012**

	<b>Estimated Cost</b>
1 Speer Financial, Inc. ....	\$6,400.00
2 Speer Auction.....	0.00
3 Addendum Printing.....	200.00
4 Copies, Postage and Mailing (Est.).....	250.00
5 Good Faith Wire Fee.....	300.00
<b>Total Billed by Speer</b>	<b>\$7,150.00</b>
6 Official Statement Printing & Distribution (Est.).....	500.00
7 Bond Counsel (Est.).....	10,000.00
8 Rating Agency (Est.).....	0.00
9 Insurance Premium.....	0.00
10 Registrar/Paying Agent.....	500.00
11 Verification Agent.....	0.00
12 Parity Certificate.....	0.00
13 Escrow Agent.....	0.00
14 Misc./Contingency.....	0.00
<b>Total Direct Pay by City</b>	<b>\$ 11,000.00</b>
15 Underwriter Discount (8/10 of 1%Max).....	<b>11,200.00</b>
<b>Total Estimated Cost of Issuance.....</b>	<b>\$29,350.00</b>
<b>Total without underwriter's discount.....</b>	<b>\$18,150.00</b>

**PRELIMINARY**  
**SUBJECT TO CHANGE**

RESOLUTION NO. 982

RESOLUTION APPROVING A SERVICE AGREEMENT WITH J & M DISPLAYS IN CONNECTION WITH THE 2012 HOOVER'S HOMETOWN DAYS CELEBRATION.

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

WHEREAS, a highlight of the 2011 Hoover's Hometown Days Celebration was the fireworks display; and

WHEREAS, the City Council has adopted the final fiscal year 2012-2013 budget; and

WHEREAS, the final fiscal year 2012-2013 budget for Hoover's Hometown Days includes funding for a fireworks display; and

WHEREAS, J & M Displays has submitted a proposed service agreement dated March 21, 2012, to provide said services in the amount of \$25,000.00; 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 with J & M Displays is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 2nd day of April, 2012.

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

ATTEST:

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

RETURN TO J & M

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered in to this \_\_\_\_\_ day of March, 20 12, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and City of West Branch, Iowa, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$25,000.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of August 4, 2012 at approximately \_\_\_\_\_:\_\_\_\_\_ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

\_\_\_\_\_ the sum of \$\_\_\_\_\_ as a down payment upon execution of this Agreement. The balance of \$\_\_\_\_\_ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$12,500.00 in full by May 27, 2012 (70 days prior to the event date). The Buyer will receive the 8% prepayment bonus product in this fireworks display.

\_\_\_\_\_ \$12,500.00 in full by July 6, 2012 (30 days prior to event date). The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation. If Buyer postpones or cancels the fireworks display after the Seller has arrived on site and began setting up the display, the Buyer shall pay to the Seller the amount of the shoot fee \$2,740.00 as payment in full for the postponement/cancellation fee. If the Buyer postpones or cancels the display prior to Seller arriving on site for set up, there will be no charge for rescheduling.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of \_\_\_\_\_ or another date as agreed to by both parties. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.

5. Insurance. (Check one of the below options):

Seller agrees to provide, at its expense, public liability and property damage insurance coverage, including spectator coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance naming the Buyer as an additional insured, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Buyer not less than two (2) weeks in advance of such proposed termination or modification. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

Buyer agrees to provide, at its expense, public liability and property damage insurance coverage with a rating by AM Best of A VIII or higher, including spectator coverage in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance naming the Seller as an additional insured, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Seller not less than two (2) weeks in advance of such proposed termination or modification. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

**6. Buyer agrees to provide:**

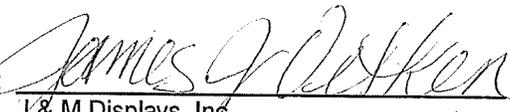
- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and clean up of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

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

BY:   
J & M Displays, Inc.  
SELLER

BY: \_\_\_\_\_  
BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.