

City of West Branch

~ A Heritage for Success ~

110 N. Poplar St. • P.O. Box 218 • West Branch, Iowa 52358
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CITY COUNCIL MEETING AGENDA Monday, October 1, 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 September 17, 2012 City Council Meeting.
 - b. Approve claims.
5. Communications/Open Forum
6. Public Hearing/Non-Consent Agenda
 - a. First reading of Ordinance 701, amending Chapter 65 “Stop or Yield Required.”/Move to action.
 - b. Third reading of Ordinance 702, amending Chapter 69 “Parking Regulations” by adding a one-way street to section 69.09./Move to action.
 - c. Second reading of Ordinance 703, amending Chapter 91 “Water Meters.”/Move to action.
 - d. Second reading of Ordinance 704, amending Chapter 63 “Speed Regulations.”/Move to action.
 - e. Resolution 1036, approving those certain agreements in connection with the Lift Station and Force Main Improvements 2011 Project./Move to action.
 - f. Resolution 1037, approving service agreement with Kid Again Inflatable Fun Shows in connection with the 2013 Hoover’s Hometown Days Celebration in the amount of \$9,500./Move to action.
 - g. Resolution 1038, approving a contract with the United States Department of Interior National Park Service and the City of West Branch Iowa regarding snow removal./Move to action.
 - h. Councilperson Jordan Ellyson - Appointments/Reappointments/Move to action.
 - i. Jim Huber – Board of Adjustment, December 31, 2016
 - ii. Craig Walker – Board of Adjustment, December 31, 2015
7. City Staff Reports
 - a. City Administrator Matt Muckler – Administrative Assistant Recruitment
 - b. Library Director Nick Shimmin – Update on Site Selection Process
8. Comments from Mayor and Council Members
 - a. Councilperson Dan O’Neil - Cookson Property Sealed Bids
9. Motion to adjourn to executive session to discuss the purchase of particular real estate only where premature disclosure could be reasonable be expected to increase the price the governmental body would have to pay for that property pursuant to Section 21.5(j) of the Code of Iowa.
10. Adjournment

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

**September 17, 2012
7:00 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, Deputy City Clerk Dawn Brandt, Public Works Director Matt Goodale, Police Chief Mike Horihan, Fire Chief Administrator Dick Stoolman, and Library Director Nick Shimmin.

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

APPROVE AGENDA/CONSENT AGENDA

- a) Approve minutes from the September 4, 2012 City Council Meeting.
- b) Approve claims.
- c) Approve Class C liquor license with Sunday sales for Herb n' Lou's.
- d) Approve street closure of Gilbert Street north of Sullivan Street on Saturday September 29, 2012 from 4:00 p.m. – 11:30 p.m. for a neighborhood block party.

Motion by Ellyson to amend the agenda to make a correction and change Resolution 1032 to Resolution number 1035, second by Worrell. AYES: Ellyson, Worrell, Miller, Oaks. Absent: O'Neil. Motion carried.

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

Date 9/17/12	City Of West Branch Claims Register Report	
3E Electrical Engineering	Admin - Ballasts	111.00
Agvantage FS Inc	Streets - LP Summer Fill 2012	741.51
Air Cooled Engine	Cemetery - Parts For Trimmers	160.38
Alliant Energy	Various Depts - Utilities	9,476.58
Altorfer Inc	Cem/Sewer/Water/Str - Service	3,298.21
Apparel 1 Screen Printing	Park & Rec - Vball Shirts	456.25
Baker & Taylor Inc.	Library - Books	714.82
Balch Bros Flags	Fire - Flag	169.50
Barnes & Noble Booksellers	Library - Nook Simple Touch	139.00
Baron Motor Supply	Sewer/Fire - Supplies	355.10
BDC Building Inspection	Admin - Inspections For Aug.	512.40
Big Timber Excavating	Streets- Middle School Project	2,302.07
Blue Cross/Blue Shield	Health/Dental/Life Insurance	1,501.79
Boelk, Amy	P&R - Refund For Daycamp	135.00
Booklist	Library - Subscription	147.50
BP Amoco	Police/Fire/Sewer - Fuel	1,863.17
Business Radio Sales	Fire - Service	179.01
Cedar County Cooperative	Cemetery - Supplies	62.58
Cedar County Recorder	Legal - Recording Fees	244.00
Cedar County Treasurer	Taxes For N 2nd St Park	2,748.00
Cedar Rapids Photo Copy	Library - Toner	14.00
Chris Jones Trucking	Streets - Hauling Roadstone	487.76
Community State Bank	Fire Dept Expansion Loan Pmt	8,364.57
Creative Software Services	Various Depts. - Computer Service	716.39
Croell Redi-Mix Inc	P&R/Streets - Service	801.50
Culligan Water	Fire - Service	36.90
Custom Hose	Streets - Supplies For Pelican	74.49
Dave's Welding & Repair	Streets - Parts & Service	127.02
Dell Marketing Lp	Library - Computers	5,947.44
Deweys Jack & Jill	Streets/P&R/Library-Supplies	439.29
Digital Ally	Police - Equipment For New Car	2,925.00
Digital River Education	Library - Software	128.16
East Cent Intergovt Asn.	Legal -Comp Plan July 2012 Exp	1,575.00
Eddy Walker Equipment	Streets - Parts For St Sweeper	160.49
EFTPS	Federal Withholdings	4,668.01
Farm & Home Publishers	Library - Book	40.30
Financial Adjustment Bureau	Library - Service	10.40
Freeman Lock & Alarm	Sewer - Key	13.00
Funny Face Designs By Lori	P&R-Face Painting At Daycamp	131.25
Gaylord Bros Inc.	Library - Supplies	53.45
Gazette Communications	Library - Subscription	365.95
George Lawson Consulting	Library - Consulting	2,960.00
Gierke-Robinson Company	Streets - Safety Flags	37.54
GreatAmerica Leasing	Admin - Copier Lease	252.06
Hanna, John	Police - Reimb. For Training Supplies	17.13
Herb N Lou's	Park & Rec-Gift Cert For Vball	190.00
Inter Inst Of Municipal Clerks	Admin - IIMC Dues Fee	210.00
Iowa Assn. Mun. Util.	Water - EIASSO Dues Sept-Nov	538.62
Iowa Library Association	Library - ILA Conference	272.00
Iowa Network Services	Admin - Website Hosting	26.99

Iowa One Call	Water/Sewer - Service	36.00
Iowa Park And Recreation Assoc	Park&Rec - Membership Dues	135.00
Ipers	Ipers	3,379.79
Johnson County Refuse Inc.	Recycling - August 2012	3,569.97
Kingdom Graphics Llc	Cemetery/Sewer - Uniforms	317.50
L. L. Pelling Co. Inc	Streets - Main St Overlay Project	9,965.74
Lease Consultants Corp	Library - Copier Lease	59.00
Liberty Communications	Various Depts - Phone Service	1,483.04
Linn County R.E.C.	Streets - Utilities	80.14
Lynch's Excavating Inc	Water - 6th & Main Valve Repl	1,965.50
Main Street West Branch	Econ Dev - Main St Support Dtm	12,500.00
Matt Parrott	Admin - Laser Checks	251.03
Menards	Water/Sewer - Supplies	119.66
Midwest Janitorial Service	Lib/Admin/TH/Police- Cleaning	637.00
Mph Industries Inc	Police - Equipment For New Car	1,268.00
Nagle Lumber Company	Streets - Fasteners	32.88
Olson, Kevin D.	Legal Services For Sept 2012	1,500.00
Overdrive Inc	Library - Ebooks	184.80
Payroll Expense	Payroll 9-14-12	23,485.87
Peden, Shanelle M.	Cable - Videotaping	100.00
Plato Electric Llc	Fire - Service	1,050.98
Play It Again Sports	Park&Rec- Knee Pads For Vball	134.94
Plunkett's Pest Control	Admin - Service	45.76
Port 'O' Jonny Inc.	Park & Rec/Cemetery - Service	166.00
Pyramid Services Inc.	Cemetery - Labor Repair	37.08
Qc Analytical Services Llc	Sewer - Testing	768.00
Quill Corp	Various Depts. - Supplies	554.47
Randy's Carpets	Library - Carpet	2,787.68
Republic Responseability	Streets - Supplies	1,078.80
River Products Company	Streets - Roadstone	994.55
Shimmin, Nick	Library - Reimbursement	28.99
Simplexgrinnell	Library - Service	166.50
Singer, Deb	P&R - WB Daycamp	100.00
Sprint	Police - Phone Service	179.97
State Hygienic Lab	Water - Testing	214.00
The Library Store Inc	Library - Supplies	58.00
Toynes Ia. Fire Trk	Fire - Service & Parts	2,208.95
Treasurer State Of Iowa	Sales Tax Payment August 2012	2,623.97
Treasurer State Of Iowa	State W/H Tax	932.00
Uniform Den Inc.	Police - Uniforms	200.96
UPS	Sewer - Shipping	24.34
US Cellular	Various Depts. - Phone Service	1,027.32
Veenstra & Kimm Inc.	Engineering Services For Projects	6,697.59
Walmart	Library - Supplies	227.00
Wellmark Bc/Bs	Flex	513.33
Wenndt, Joe	Fire - Sept Fire Training	150.00
West Branch Animal Clinic	Animal Control - Stray Cats	305.00
West Branch Repairs	Fire - Service	113.20
West Branch Times	Legal/Library - Advertisements	848.41
Westrum Leak Detection Inc	Water - 2012 Leak Det Survey	1,000.00
Wood Products Of Iowa	Streets-Grind City Brush Pile	5,615.00
Wright Express FSC	Police - Fuel	561.20
	GRAND TOTAL	149,387.49
Fund Totals		
001 General Fund		63,454.07
022 Civic Center		618.78
031 Library		19,877.03
110 Road Use Tax		28,736.95
112 Trust And Agency		3,401.74
226 Go Debt Service		8,364.57
600 Water Fund		13,520.51
610 Sewer Fund		11,413.84
Grand Total		149,387.49

COMMUNICATIONS/OPEN FORUM

Al Beyer from the West Branch Animal Clinic said the Animal Commission has joined with the Girl Scouts to promote and look at options for a dog park in the City. The city owns land north of Beranek Park across the creek that could work. Access to the area would need to be addressed.

Resident Dan Swanson is a school bus driver and lives near the corner of Oliphant St. and Main. In his opinion he thinks that a permanent stop sign is needed at this intersection.

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

West Branch High School Student Government Representative Sam Rozinek- Report on 2012 Homecoming Parade.

Rozinek said that the parade line-up will be at 6:00 pm and the parade will start at 6:30 pm. The parade route will be the same as last year.

Approve street closures along parade route for the West Branch High School Homecoming Parade on Wednesday October 3, 2012 from 6:15 p.m. – 7:15 p.m./Move to action.

Motion by Worrell, second by Miller to approve street closures for parade. AYES: Worrell, Miller, Ellyson, Oaks. Absent: O'Neil. Motion carried.

Third reading of Ordinance 700, amending Chapter 68 "One-Way Traffic" by adding two one-way streets to section 68.01./Move to action.

Motion by Worrell, second by Miller to approve Third reading of Ordinance 700. AYES: Worrell, Miller, Ellyson, Oaks. Absent: O'Neil. Motion carried.

ORDINANCE NO. 700

AN ORDINANCE AMENDING CHAPTER 68 "ONE-WAY TRAFFIC" BY ADDING TWO ONE-WAY STREETS TO SECTION 68.01.

WHEREAS, the West Branch Community School District has requested that the Council consider designating the two entrances to West Branch Middle School as one-way traffic; and

WHEREAS, the West Branch City Council would like to provide for the safety of parents and students on their way to and from West Branch Middle School.

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 the following to Section 68.01:

5. The driveway area from West Orange Street near the water tower south into the West Branch Middle School parking lot.

6. The driveway area (North Maple Street) from the West Branch Middle School parking lot north to West Orange Street at its intersection with North Maple Street.

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 17th day of September, 2012.

First Reading: August 20, 2012

Second Reading: September 4, 2012

Third Reading: September 17, 2012

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Second reading of Ordinance 702, amending Chapter 69 "Parking Regulations" by adding a one-way street to section 69.09./Move to action.

Motion by Worrell, second by Ellyson to approve Second reading of Ordinance 702. AYES: Worrell, Ellyson, Miller, Oaks. Absent: O'Neil. Motion carried.

First reading of Ordinance 703, amending Chapter 91 "Water Meters." /Move to action.

Motion by Ellyson, second by Worrell to approve First reading of Ordinance 703. AYES: Ellyson, Worrell, Miller, Oaks. Absent: O'Neil. Motion carried.

First reading of Ordinance 704, amending Chapter 63 "Speed Regulations." /Move to action.

Motion by Miller, second by Worrell to approve First reading of Ordinance 704. AYES: Miller, Worrell, Ellyson, Oaks. Absent: O'Neil. Motion carried.

Resolution 1035, approving wastewater pilot study proposal./Move to action.

City Engineer Dave Schechinger reported that the Lenox Bio-Dome Pilot study was a success and this is an opportunity for the City to participate in a wastewater pilot study. There would be around 80 to 100 units used in both lagoons. The cost of transport and set up would be \$750. It would cost approximately \$500 a month in testing.

Motion by Ellyson, second by Worrell to approve Resolution 1035. AYES: Ellyson, Worrell, Miller, Oaks. Absent: O'Neil. Motion carried.

Resolution 1033, approving the Street Finance Report for FY12./Move to action.

Mayor Kessler thanked Deputy City Clerk Dawn Brandt for her work on the FY12 Street Finance Report. Motion by Worrell, second by Miller to approve Resolution 1033. AYES: Worrell, Miller, Ellyson, Oaks. Absent: O'Neil. Motion carried.

Resolution 1034, approving an engineering services agreement for the Lift Station and Force Main Improvements 2011 Project./Move to action.

Muckler said that Terracon Construction has submitted a soil boring quotation. The boring would take place within the current easement. Terracon would be responsible for any damage and has liability insurance. Funding to cover this cost will be coming from the existing sewer fund balance.

Motion by Worrell, second by Ellyson to approve Resolution 1034. AYES: Worrell, Ellyson, Miller, Oaks. Absent: O'Neil. Motion carried.

CITY STAFF REPORTS

City Administrator Matt Muckler – Cookson Property Sealed Bid Process

Muckler reported that there were two proposals received, one from Lynch's Excavating Inc. and the other from Blue Sky Development. Worrell said that he liked the Lynch proposal. Miller also thought that it was a good proposal for developing the Cookson land and would like it put on the next Council agenda as an action item.

City Administrator Matt Muckler – City Council Goal Setting Process

Muckler gave out 2010 and 2011 goal setting session results. Worrell asked for a special separate meeting to have more time to work on the goal setting process. Department directors could be present. Muckler will look at some dates in October and let Council know, possible date would be October 9.

Police Chief Mike Horihan – West Branch Mobile Home Village Notice of Applicability of Traffic Laws and Authority to Enforce

Horihan said that a new agreement has been made with West Branch Mobile Home Village to enforce traffic control and laws.

Lead Reserve Officer Todd Thurman – Prescription Drug Disposal Event

Thurman reported that this event will be September 29 from 10:00 am to 2:00 pm at the West Branch United Methodist Church. Information posters have been put up around town and on the City website. They will not be accepting needles or inhalers. They will accept pill or liquid form. Liquids should be placed in a zip-lock baggie.

Public Works Director Matt Goodale – Middle School Access Road Improvements Project

Goodale reported that the project is almost complete. Final grading and seeding will be done on September 18 and signs will be put up on the 19th. The road is scheduled to be open by September 20th.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS – NONE.

ADJOURNMENT

Motion to adjourn meeting by Worrell, second by Miller. City Council meeting adjourned at 7:54p.m.

Don Kessler, Mayor

ATTEST:

Dawn Brandt, Deputy City Clerk

Date 10-1-12

City Of West Branch
Claims Register Report

Blue Cross Blue Shield	Health/Dental/Life Insurance	8,525.26
Bogey Creek Inc.	ABD License Refund	463.13
Cook, Cole	Park & Rec - Flag Football Ref	40.00
Eftps	Federal Withholdings	6,912.04
Gould, Danielle	Park & Rec - Flag Football Ref	40.00
Hohman, Andrea	Utility Refund	32.12
Hy-Vee Accounts Receivable	Park & Rec - Supplies	193.51
Ipers	Ipers	3,456.71
John Deere Financial	Sewer - Supplies	200.98
Lamont, Lucas	Park & Rec - Flag Football Ref	40.00
Menards	Streets - Wht Striping Spray	16.41
Payroll Expense 9-28-12	Payroll 9-28-12	30,405.71
Pitney Bowes Global Finance	Admin - Lease Contract	444.03
Shree Bachubhai - PI Lounge	ABD License Refund	390.00
Treasurer State Of Iowa	State Withholding Tax	1,393.00
UPS	Sewer - Shipping	48.68
Walter, Drew	Park & Rec - Flag Football Ref	40.00
Wellmark BC/BS	Flex	513.33
	Grand Total	53,154.91

Fund Totals

001 General Fund	29,264.08
031 Library	4295.4
110 Road Use Tax	800.05
112 Trust And Agency	9,452.40
600 Water Fund	4,562.73
610 Sewer Fund	4,780.25
Grand Total	53,154.91

ORDINANCE NO. 701

AN ORDINANCE AMENDING CHAPTER 65 "STOP OR YIELD REQUIRED."

WHEREAS, the West Branch City Council finds it in the best interest of the residents of the West Branch to have two stop signs installed on Oliphant Street at the intersection of Main Street for westbound and eastbound traffic to provide for the safety of the West Branch Community.

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 the City Council of West Branch, Iowa by adding the following language to Title, "TRAFFIC AND VEHICLES", Chapter 65, "STOP OR YIELD REQUIRED", Section 65.02, STOP REQUIRED.

56. Main Street on both the east and west approach to its intersection with Oliphant Street.

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 1st day of October, 2012.

First Reading: October 1, 2012

Second Reading:

Third Reading:

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Main & Oliphant Traffic Control Options

Options

Option #1 – Two permanent stop signs

Option #2 – Two new oversized fold-down stop signs

Option #3 – School Aide Crossing Guard at Main & Oliphant

Option #4 – City-wide traffic study

Option #5 – Two flashing crossing signs (something like the ones below)

Option #6 – Two School zone flashing lights (something like the ones below) –

Option #7 – Two stoplights (similar to the lights located on NPS property on Parkside Drive, where pedestrians press a button to activate a red light)

Cost Estimate

\$250

\$400

\$2,700/year

\$7,500*

\$7,500-\$10,000

\$20,000-\$30,000**

\$60,000-\$70,000***

OPTION 5



OPTION 6



* This would be the cost to conduct traffic counts, set up the model for the existing conditions, and do a preliminary analysis of current conditions. We do not know the scope for modeling future improvements. This is typically done at an hourly rate based on each scenario requested.

** Depends on availability of electricity and how complex the controller is.

*** This does not include any improvements to sidewalk ramps on either side. The ramps at the intersection don't appear to meet ADA and significant work would be required to bring that into compliance. This price is for one crossing and should be located at mid block. If the intersection is fully signalized (signals on Oliphant too) with this arrangement, the cost will increase.

To: Matt Muckler, Mayor Don Kessler and members of City Council

From: Anissa Gerard, West Branch resident and traffic engineer for 10 years

After reading the article in the West Branch times on Thursday, September 13, 2012 about leaving the flip-up stop signs up permanently, I felt compelled to educate you on some of the "rules" traffic engineers follow and express my opinion as a citizen of West Branch.

Traffic engineers and public governments are required to follow a guidebook called the Manual on Uniform Traffic Control Devices or MUTCD for short. This is periodically updated to include new and acceptable ideas. There is a federal version for the entire United States and there is an Iowa version. In this manual we are required to use the guidelines set before us for installing a Multi-way Stop sign (section 2B.07). This section lists criterion that should be met before installing a multi-way stop sign.

My position is that this should NOT be made a permanent all-way stop controlled intersection. Let me explain why.

1. The federal version of the MUTCD does not even allow flip up stop signs thus Iowa writes an amendment to allow them for small communities. Very few states allow flip up stop signs.
2. None of the criterion are met to justify installation of an all way stop. There is one that MAY allow the all way stop depending on engineering judgment and that is to control vehicle/pedestrian conflicts where there are HIGH volumes of pedestrians. This in my opinion is not high pedestrian volume. In a typical day my guess would be there would be less than 25 pedestrians in an hour unless the track or cross country teams are running. That means the stop sign is unwarranted. If in fact people believe there are a high number of pedestrians, a gap study can be performed to evaluate if there is enough acceptable gaps for children to cross safely. I would be happy to perform this study free of charge if desired (the stop sign would have to be left down to assess the amount of free flow traffic).
3. Installing unwarranted stop signs, as I feel this would be, only encourages people to not stop at legitimate stop signs. You get people who will "roll through" since 95% of the day there is not a need for a stop sign. My opinion is that we already have a problem with motorists "rolling through" the existing stop signs that aren't necessary.
4. Stop signs are not to be used to "slow motorists down". One council member mentioned more patrol of the speed in this area. Several years ago my son and I did a speed study on the Orange Street hill and Greenview Circle where there was a "perceived" issue of speeding. It turned out that 85% of the motorists were actually going 30 mph or less (5 miles over the speed limit). You will never get rid of that 15% of speeders unless you patrol similar to the city of University Heights. Police patrol is the only way to reduce speeding IF there is actually a speeding problem (which I doubt).
5. Mayor Don Kessler pointed out that Main Street is frequently used as a detour for Interstate 80. I can't imagine that truck traffic stopping and starting on that hill and the traffic impacts through town. I think that is a bad idea.

6. CONFUSION! There is currently much confusion at that intersection anyway.. Some vehicles stop with no stop sign up and some don't stop with the stop sign up. Either way, pedestrians are at risk. Parents should always tell their children to never trust a vehicle will stop even if they are supposed to. Educate children. This will help them in college also where things in Iowa City and other cities are much different than West Branch.
7. One council member also pointed out that the pedestrian has the right of way always. Well, if the crosswalk is painted yes the pedestrian has the right of way with or without the stop sign.
8. There are also two marked crosswalks to the east for children from the east and south; one at Jack and Jill that is all way stop controlled and another by The Groom Station. These are established crosswalks in the community and provide alternatives for safe crossing for elementary children that access the school from the south and east.
9. Since there currently is not a documented safety issue at this intersection, motorist confusion of a flip-up stop sign or an all way stop that is not warranted will only increase the possibilities of rear end collisions. Of course I do not wish to see children hurt but I would hate to see a rear end collision that accidentally harms a child on the sidewalk waiting to cross.
10. I would not recommend a traffic study at a cost of \$7,500. This is expensive for a city our size and traffic issues that are minimal in scope and will not even yield solutions unless a scenario is run at an additional cost.

SOLUTION: My recommended solution is to paint continental style crosswalks similar to the crosswalk at the Park Service pedestrian light rather than the two parallel lines. In Iowa City this has proven to be more successful at alerting motorists to pedestrians crossing. Also, I would add a school crossing sign with an arrow in fluorescent yellow-green at the crosswalk and an advance school crossing sign with Ahead placard. This will do the same thing as a flip up stop sign. Vehicles should stop for pedestrians in the roadway yet they may not so cross with caution. I also suggest the sign that says STATE LAW: YIELD TO PEDESTRIAN IN CROSSWALK. (Shown below) Vehicles may not stop with a stop sign, yield sign or pedestrian crossing sign. So in order to appropriately sign the intersection, a pedestrian crossing sign will bring the most attention to the issue at hand.

The cost is similar to putting up an all-way stop sign but will yield a better solution to pedestrian issues at this intersection. A flashing beacon may be a solution but will cost a lot of money and may yield the same results as these signs below. If flashing yellow it should only flash while children are present in order to not create a false sense amongst motorists. If it is flashing all the time people will not take it seriously when children are there or not.

To emphasize: parents must teach their children how to cross streets safely and to never assume that a vehicle will stop and give a pedestrian the right of way no matter what.

Please let me know if you have any questions or would like further information.

Sincerely,

Anissa Gerard; 319-325-7440

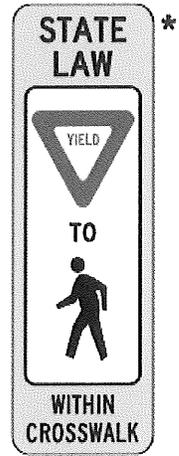
School Crossing
Assembly



S1-1



W16-7P



R1-6

ORDINANCE NO. 702

AN ORDINANCE AMENDING CHAPTER 69 "PARKING REGULATIONS" BY ADDING A ONE-WAY STREET TO SECTION 69.09.

WHEREAS, the West Branch Community School District has requested that the Council consider designating the two entrances to West Branch Middle School as one-way traffic; and

WHEREAS, the West Branch City Council would like to provide for the safety of parents and students on their way to and from West Branch Middle School; and

WHEREAS, the West Branch City Council is currently considering an ordinance that would designate the two entrances to West Branch Middle School as one-way streets; and

WHEREAS, adequate space would be available for parallel parking on the one-way street into the Middle School near the water tower; and

WHEREAS, the West Branch City Council would like to have this parking reserved for events at the West Branch Middle School.

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 the following to Section 69.09:

6. The driveway area from West Orange Street near the water tower south into the West Branch Middle School parking lot.

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 1st day of October, 2012.

First Reading: September 4, 2012
Second Reading: September 17, 2012
Third Reading: October 1, 2012

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 703

AN ORDINANCE AMENDING TITLE CHAPTER 91 "WATER METERS."

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 91 "WATER METERS" of the Code of West Branch, Iowa is hereby amended by deleting Section 91.06 in its entirety and inserting in lieu thereof:

91.06 FEE FOR WATER METERS.

The full cost of the meter and automated meter reading equipment that is prescribed by the superintendent will be paid for by all new water customers. The automated meter reading equipment that will be added to existing customers will be paid for by the City. The superintendent will add automated meter reading equipment to existing customers at his or her discretion.

2. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 91 "WATER METERS" of the Code of West Branch, Iowa is hereby amended by inserting the words "**or automated meter reading equipment**" after the word "meter" in the first sentence of Section 91.07.
3. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
5. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 1st day of October, 2012.

First Reading: September 17, 2012
Second Reading: October 1, 2012
Third Reading:

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 704

AN ORDINANCE AMENDING TITLE CHAPTER 63 "SPEED REGULATIONS."

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 63 "SPEED REGULATIONS" of the Code of West Branch, Iowa is hereby amended by deleting Section 63.04.1.B in its entirety.
2. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 63 "SPEED REGULATIONS" of the Code of West Branch, Iowa is hereby amended by inserting a new subsection to Section 63.04:

Special 15 MPH Speed Zones. A speed in excess of 15 miles per hour is unlawful on any of the following designated streets or parts thereof.

A. Mobile home communities.

3. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
5. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 1st day of October, 2012.

First Reading: September 17, 2012
Second Reading: October 1, 2012
Third Reading:

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

RESOLUTION 1036

RESOLUTION APPROVING THOSE CERTAIN AGREEMENTS IN CONNECTION WITH THE LIFT STATION AND FORCE MAIN IMPROVEMENTS 2011 PROJECT .

WHEREAS, the City Council of the City of West Branch unanimously approved an engineering services agreement with Veenstra & Kimm, Inc. for Lift Station and Force Main Improvements 2011 (the "Project") in an amount not to exceed \$97,700 on May 2, 2011; and

WHEREAS, the City Council of the City of West Branch approved Resolution 1034, approving an engineering services agreement with Terracon Consultants, Inc, of Iowa City, Iowa to complete geotechnical engineering services on September 17, 2012; and

WHEREAS, City staff and elected officials have discussed the proposed project with two property owners whose property would be impacted as a result of the construction of the Project; and

WHEREAS, the City Attorney and City Staff have prepared two easement agreements for the review of these property owners; and

WHEREAS, these two easement agreements with require approval of the West Branch City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned easement agreements with the Owners be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreements on behalf of the City.

Passed and approved this 1st day of October, 2012.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1037

RESOLUTION APPROVING A SERVICE AGREEMENT WITH KID AGAIN INFLATABLE FUN SHOWS IN CONNECTION WITH THE 2013 HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$9,500.

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

WHEREAS, a highlight of the 2011 and 2012 Hoover's Hometown Days Celebration was the inflatable rides for children; and

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

WHEREAS, the fiscal year 2012-2013 budget for Hoover's Hometown Days includes funding for inflatable rides for children; and

WHEREAS, Kids Again Inflatable Fun Shows has submitted a proposed service agreement dated October 8, 2012, to provide said services in the amount of \$9,500.00; 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 Kid Again Inflatable Fun Shows is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 1st day of October, 2012.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk



Service Agreement

KidAgain Inflatable Fun Shows

1601 Caledonia St., Ste I-A La Crosse, WI 54603

(800) 331-3787
Toll Free

(608) 791-1011
Fax

(608) 791-1000
Main Phone

All bookings are subject to availability. Deposit must accompany signed agreement to secure booking.

Customer Information

Name of Contracting Party: City of West Branch - Hoover's Hometown Days

Contact Person: Melissa Russell **Work Phone:** (319) 643-4212 **Ex:** _____ **Home:** _____

Address: PO Box 218 West Branch, IA 52358 **Cell:** (319) 930-0393

Date Of Event: Saturday, August 03, 2013 **StartTime:** 11:00 AM **EndTime:** 8:00 PM

City and State of Event: West Branch, IA

Event Location: Downtown Square and street
Please fill in exact address of location including street address and room or lot numbers

Order Number: 4563 EXEMPT-CERTIFICATE Sales Tax Exempt Number

Order Information

- Generator (GEN)
- Tiger Bouncer (TIG)
- Lil Builders Toddler Zone (LTZ)
- Screamer Slide (SCR)
- Velcro Wall (VEL)
- Climbing Wall (WAL)
- Boot Camp Obstacle Course (BCO)
- Euro-Bungy Jumper (EUR)

Sub Total: \$9,500.00

Cedar County/City & State Sales Tax: \$0.00

Total Cost: \$9,500.00

Deposit: \$4,750.00

Balance Due: \$4,750.00

KidAgain Staffing Included

This bid is good until the date listed at right. To secure this bid, signed agreement and deposit must be received by the date listed at right. 10/8/2012

Notes:

Hoover's Hometown Days to provide 3 adults to staff the following games: One on Tiger Bouncer, one on Lil Builders and one to assist the Kid Again staff on the Boot Camp). Using Kid Again generators for power. [12].

1. The Contracting Party agrees to the Service Agreement game items and dates listed above, rain or shine.
2. The Contracting Party expressly assumes the responsibility of informing all person(s) using the equipment that they do so at their own risk as provided under Wisconsin Recreational Immunity Laws, and that if an injury occurs to the person(s) using the Equipment that KidAgain, its employees, officers, directors, agents, shall not be held liable for any such injuries and/or resulting damages. Further, the Contracting party shall indemnify and hold KidAgain harmless in the event any person files a claim for any injuries and/or resulting damages, except resulting from intentional acts of employees or agents of KidAgain.
3. The Contracting Party recognizes that the Equipment may not be set up and used outdoors if the wind exceeds 20 mph. Such use could cause a danger to the game users, participants and to the Equipment.
4. The Contracting Party is responsible for providing electricity for each game unless indicated in notes above. See notes above for specific power requirements.
5. The Deposit secures the Date of Event and event time for the items listed on this Service Agreement. The Deposit is non-refundable. If the Contracting Party cancels this Service Agreement less than ninety (90) days before the Date of Event, the Deposit is forfeited and the Contracting Party shall be responsible for payment in full. In order to cancel the Service Agreement, the Contracting Party shall call Kid Again to verbally cancel, and also mail a written statement declaring the Contracting Party's intent to cancel. Within two weeks of notification to Kid Again, Kid Again will send to the Contracting Party a written confirmation of the cancellation. If confirmation of cancellation is not received, it is the Contracting Party's responsibility to notify Kid Again. Kid Again's written confirmation of cancellation will serve as the Contracting Party's receipt of cancellation. Without such evidence of cancellation, the Contracting Party shall be responsible for payment in full.
6. This is fully intended to be a legally binding contract. If the Contracting Party has any doubts concerning any aspect of its contents, it will consult an attorney before signing this Service Agreement.
7. This Service Agreement contains the entire agreement between the Contracting Party and Kid Again and shall not be enlarged or modified, except in writing and signed by each of the parties.
8. In the event of an emergency or problems with the Equipment, it is up to the Contracting Party to contact Jackie Craig (office manager) at Kid Again at (608) 791-1010 within 24 hours of the first business day after the Date of Event in order to expedite resolving the problem. If Contracting Party fails to contact Kid Again, Kid Again shall not be responsible for any refunds.

Signature of Contracting Party Representative: _____ **Date Signed:** _____

RESOLUTION NO. 1038

RESOLUTION APPROVING A CONTRACT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE AND THE CITY OF WEST BRANCH IOWA REGARDING SNOW REMOVAL

WHEREAS, it is in the best interest of the City of West Branch and the National Park Service to enter into a contract for the purpose of coordinating snow removal between the two agencies; and

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to have a contract in place to provide for snow removal services on Parkside, Cedar and Second Streets during winter weather in the West Branch community; and

WHEREAS, this agreement would be in effect from November 15, 2012 and May 20, 2013; and

WHEREAS, it is now necessary to approve said contract.

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

Passed and approved this 1st day of October, 2012.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

**SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER	PAGE 1 OF 11
2. CONTRACT NO.	6. SOLICITATION ISSUE DATE
3. AWARD/EFFECTIVE DATE 09/20/2012	4. ORDER NUMBER P13PX29665
5. SOLICITATION NUMBER	8. OFFER DUE DATE/ LOCAL TIME
7. FOR SOLICITATION INFORMATION CALL: a. NAME	b. TELEPHONE NUMBER (No collect calls)

9. ISSUED BY
MWR - MWRO - Midwest Regional Office
National Park Service
601 Riverfront Drive

Omaha, NE 68102
TEL: (402) 661-1654 ext.
FAX: (402) 661-1629 ext.

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: 0.00% FOR:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS 8(A)
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

12. DISCOUNT TERMS

15. DELIVER TO
MWR - HEHO - Herbert Hoover National Historic Site
110 Parkside Drive , P. O. Box 607

West Branch, IA 52358-0607
Attn: Deborah J. Patty

16. ADMINISTERED BY
MWR - MWRO - Midwest Regional Office
National Park Service, 601 Riverfront Drive

Omaha, NE 68102

17a. CONTRACTOR/OFFEROR
WEST BRANCH, CITY OF

110 N POPULAR
West Branch, IA 52358-9710
TELEPHONE NO.(319) 643-5888 ext.

18a. PAYMENT WILL BE MADE BY
MWR - HEHO-Herbert Hoover National Historic Site
110 Parkside Drive, P.O. Box 607
West Branch, IA 52358
Cedar

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA
2013 - - - 6470 - - 252R - - MZU - - - - -

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$ 6,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)
Diana Vanderzanden

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)	
41c. DATE		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Line Item Summary	Document Number P13PX29665	Title Snow Removal	Page 3 of 11
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Total Funding: \$6,000.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2013	6470			252R		MZU					
Division	Closed FYs	Cancelled Fund									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Herbert Hoover N.H.S. Winter Weather Road Maintenance / Snow Plowing	(11/15/2012 to 05/20/2013)	1.00	Fee	\$6,000.000	\$ 6,000.00
Complete winter weather roadway maintenance IAW the Scope Of Work.						

Funding Information:
2013 - - - 6470 - - 252R - - MZU - - - - -
\$6,000.00

Total Cost: \$6,000.00

	Document No. P13PX29665	Document Title Snow Removal	Page 4 of 11
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TABLE OF CONTENTS

COMMERCIAL CLAUSES	5
1 Clauses By Reference	5
2 ADDENDUM TO FAR 52.212-4	5
3 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	5
4 Statement of Equivalent Rates for Federal Hires	10
5 Clauses By Reference	10
6 Clauses Incorporated by Reference	10
7 DOI Local Clause - Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP) (September 2011)	10
8 Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government While Driving	11

	Document No. P13PX29665	Document Title Snow Removal	Page 5 of 11
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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

Clause	Title	Date
52.204-07	Central Contractor Registration	February 2012
52.212-04	Contract Terms and Conditions--Commercial Items	February 2012

2 ADDENDUM TO FAR 52.212-4

ADDENDUM TO FAR 52.212-4
CONTRACT TERMS AND CONDITIONS- OCT 2003 COMMERCIAL ITEMS

Reference FAR 52.212-4, Paragraph (c) is hereby tailored as follows:

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties with the exception of administrative changes such as paying office, appropriation data, etc., which may be changed unilaterally by the Government.

3 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS APRIL 2012

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

	Document No. P13PX29665	Document Title Snow Removal	Page 6 of 11
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__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

__ (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

__ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

__ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (11) [Reserved]

__ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

__ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

__ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Jul 2010) of 52.219-9.

__ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

__ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

	Document No. P13PX29665	Document Title Snow Removal	Page 7 of 11
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__ (ii) Alternate I (June 2003) of 52.219-23.

__ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

X (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).

__ (24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

__ (25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

__ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

__ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

__ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

__ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

__ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

__ (ii) Alternate I (Dec 2007) of 52.223-16.

__ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

__ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (MAR 2012) (41 U.S.C. Chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).

	Document No. P13PX29665	Document Title Snow Removal	Page 8 of 11
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- (ii) Alternate I (MAR 2012) of 52.225-3.
 - (iii) Alternate II (MAR 2012) of 52.225-3.
 - (iv) Alternate III (MAR 2012) of 52.225-3.
 - (41) 52.225-5, Trade Agreements (MAR 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
 - (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 - (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
 - (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
 - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
 - (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
 - (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
 - (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

	Document No. P13PX29665	Document Title Snow Removal	Page 9 of 11
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(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

	Document No. P13PX29665	Document Title Snow Removal	Page 10 of 11
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(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

4 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY 1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Tractor Operating, 5705 \$19.89/Hr, \$41,371/Annually \$3.59/Hr, \$7,467/Annually

5 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

Clause	Title	Date
52.246-04	Inspection of Services--Fixed-Price	August 1996

6 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEBRUAR
Y 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

7 DOI DOI LOCAL CLAUSE - ELECTRONIC INVOICING AND PAYMENT APRIL 2012
LOCAL REQUIREMENTS - INTERNET PAYMENT PLATFORM (IPP)
CLAUSE - (SEPTEMBER 2011)
IPP

	Document No. P13PX29665	Document Title Snow Removal	Page 11 of 11
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Payment requests must be submitted electronically through the U.S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment Request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Condition - Commercial Items including in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice [CO to edit and include the documentation required under this contract]:

No documents at this time.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

8 EXECUTIVE ORDER 13513 PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING OCTOBER 2009

This Executive Order introduces a Federal Government-wide Prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on the behalf of the government.

**City of West Branch
Advisory Board/Commission
Application Form**

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of West Branch.

When a vacancy occurs an announcement of that vacancy will be posted. No sooner than two weeks later the Mayor and City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Zoning Board of Adjustment Date: 9-14-12

Your Name: CRAIG WALKER Street Address: 244 PEDERSEN

Do you live within the corporate limits of West Branch? Yes No

How long have you been a resident of West Branch? 3 yr 10 mo

Occupation: RETIRED Employer: _____

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

SEE ATTACHED

What particular contributions do you feel you can make to this board or commission?

SEE ATTACHED

Optional Questions:

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I've spent 40 years in the education sector -- 19 years in educational administration at major Universities and 22 years at ACT. Inc. -- in various operational and contract management positions. Specifically my experience includes:

- Project operations and management
- Operational planning, quality, and fiscal analysis
- Process Improvement
- Contract administration / negotiation
- Preparation of proposals, Statements of Work, contract documents
- Customer service

What particular contributions do you feel you can make to this board or commission?

As I understand the charge of the Board of Adjustment it includes -- Administrative Review, Special Exceptions, and decisions regarding variances. During my career -- operational review, evaluation, and decision making were key elements of my positions. I believe my background would provide a solid foundation on which to serve on the Zoning Board of Adjustment.



Cookson Place



Narrative explaining the proposed development-

The city council of West Branch is aware that Blue Sky Developers wanted a multi-family project on the Cookson property. After our financial feasibility study, which was approached in several ways, this original proposal did not produce the positive results we were looking for. The risk was too great. The reward was too small.

As we continued to study and talk an idea was born that Blue Sky is happy to present. We will begin by discussing how the idea came about and the overall process of how we arrived at the final conclusion.

On or about July 15, 2012 we were contacted by one of the citizens of West Branch and asked to purchase a home located 118 West Orange Street. You may know this property as, "The Meth House", or "The drug bust house", to us it was simply a home that had been mistreated and needed to be repaired properly in order to remove blight from the West Branch community. We agreed and the process began.

At the time of this acquisition we were unaware of the impact this home would have on our vision for the Cookson property. As the home at 118 West Orange St. progressed public interest regarding the property and our involvement began to become overwhelming. Numerous people stopped by and asked if they could rent the home even while the home was uninhabitable. This was surprising to all of us. We were unaware that single family homes as rentals would in fact be marketable and affordable to provide in the West Branch Community.

The research began. We placed one advertisement for a single family three bedroom home in West Branch, IA. Our idea was to use 118 West Orange St. as a subject property to determine demand for similar homes in the West Branch Community. The response to the campaign was excellent and the idea continued to grow.

Our proposal is to have the current Cookson Home and parking area removed and to have the site redeveloped to provide space for single family homes using a similar footprint and design to the home located at 118 West Orange St. (See attached photo) We believe that the demand in the West Branch market for this style of single family home as a rental or for sale would be greatly supported. We also believe that the end result product will be best for the community and for the overall use of the property as well.

Preliminary layout illustration of proposed development-

We have approached this property and its development from no less than ten different angles. What we have learned is that it is possible for inexpensive property to be expensive when the scope of potential projects is identified and thoroughly defined. The primary reason costs are

high is due to the fact that we are not seeking to use the property in a high density fashion. Some of the challenges which we have been able to overcome are listed below.

The overall topography and dimension of the Cookson property presents a specific set of challenges. In order to utilize the property correctly today its current use is limited unless more intrusive multi-unit apartment complexes are placed on the property. The portion of the property that is able to be used currently is the portion with the gentlest grade. Therefore in order to control costs this portion must be used wisely. Nearly 40% of the property has a very steep grade which provides an additional set of challenges for development.

We believe that we have arrived at a conclusion that will provide a solution that is beneficial for everyone.

Our preliminary illustration shows the layout of the proposed project. We have designed the first phase of the development so that the configuration may be mirrored on the South portion of the property when proper private road access is available.

We are able to accommodate this development by adding curb cuts allowing access to the first phase of the proposed homes on Cookson Drive.

We know that the flattest portion of the property must be utilized properly in order to make development possible. We understand that there may be development on the adjacent parcel to the south in the future. We understand that the city requests a portion of the Cookson property be set aside for future access to that parcel. Therefore we offer portions of the property to the city as shown on the illustration to the entire east line of the property running north and south in order to provide future access for the property to the south rather than extending Second Street which would use needed flat area for current development.

We believe that providing this portion of the property to the city for future utilization will help prepare access for the parcel to the south for potential future development. Using this approach will allow safe passage for the current proposed development as well. This plan adds desirable single family homes to the West Branch community satisfying its citizens, addresses future development, and provides a significant increase to the City's tax base as well.

Proposed storm water management on the site-

Our proposal to provide storm water management while keeping cost down in order to allow for the project to take place is three pronged.

First we request curb cuts along Cookson Drive to access the first phase of this development. This will allow use of the current storm water system, city water, and other city services already in place.

Second this project removes and replaces a similar amount of square footage of structure and concrete from the topography of the site which has already been accounted for with regard to storm water management.

Third we are reserving land on this property to the east in order to accommodate any additional storm water management may be needed.

These items combined provide more than sufficient control for storm water management regarding the proposed development.

Proposed reimbursement to the city for the property-

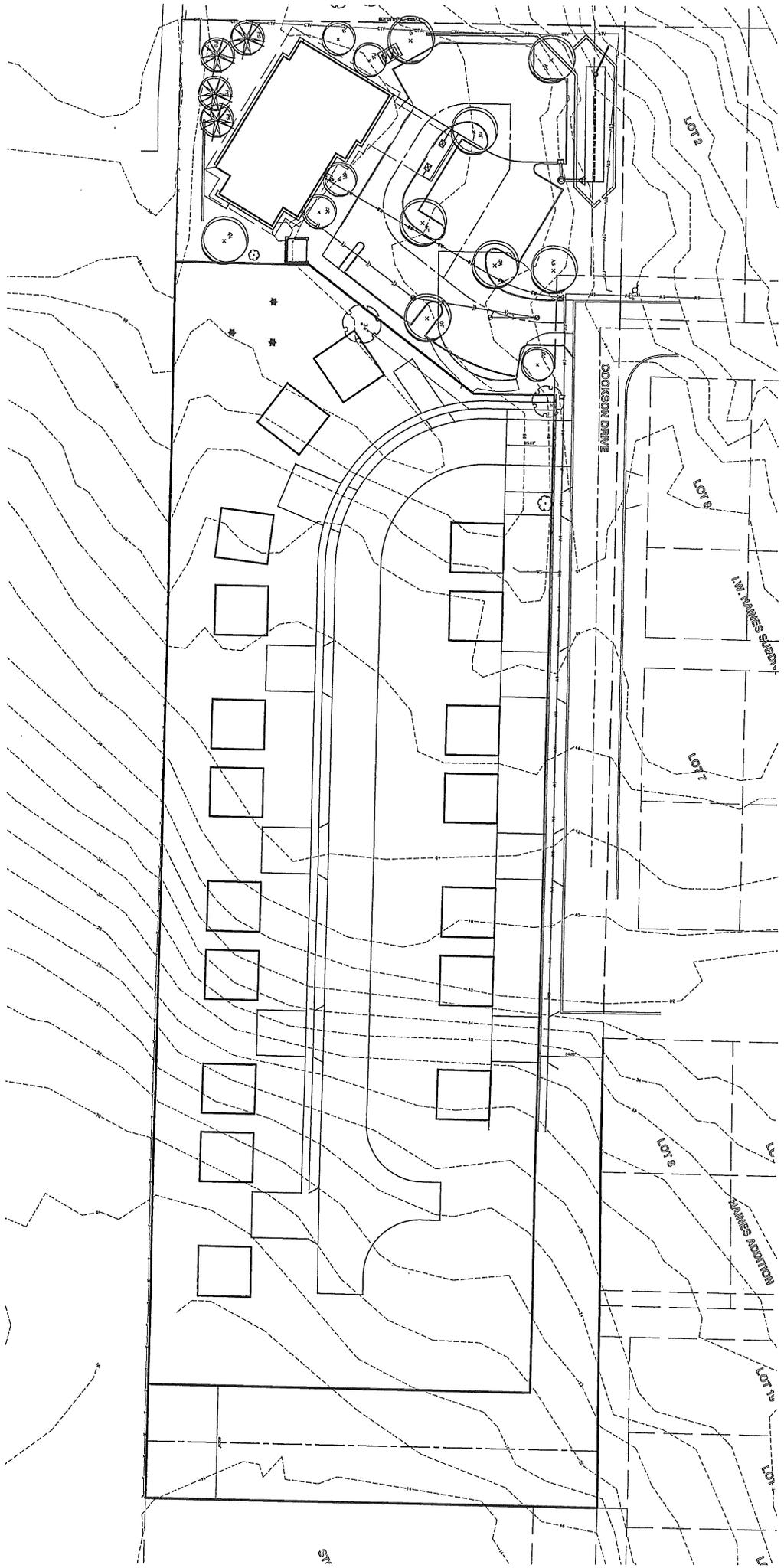
Because we are not suggesting a high density development the costs of the project cannot be amortized over several units. This causes the upfront costs of the project to be very high on a "per door" basis reducing the desirable outcome and profitability of the project as a whole for the developer.

Therefore our offer is as follows. Blue Sky Developers shall pay the sum of \$1.00 to the City of West Branch for the property. The City of West Branch shall be responsible for the demolition of the current building and removal of all concrete parking area, sidewalks, trees, or any current development on the parcel. Immediately following the demolition of the building, removal of all current infrastructures from the property, a final site plan and plat approval, proper zoning approval, and the property being turned over to Blue Sky, Blue Sky will begin development of the property.

Let's work together to bring homes to West Branch that fill the rental void, look attractive, create a sense of community and are a compliment to the city.

Thank you for your consideration.

Blaine Thomas
Blue Sky Developers Inc.



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**PROPOSAL AND OFFER TO PURCHASE
COOKSON MEMORIAL HOME
204 COOKSON DRIVE, WEST BRANCH, IOWA 52358**

This Proposal and Offer to Purchase Cookson Memorial Home ("Cookson Property") is made this 14th day of September, 2012, by Lynch's Excavating, Inc., an Iowa corporation, ("Lynch").

RECITALS

The City of West Branch, Iowa, a municipal corporation ("City") solicits sealed bids for the sale of the Cookson Property. Lynch desires to purchase the Cookson Property upon acceptance of the terms of this Proposal and under such other written terms deemed satisfactory to City and Lynch; and

Lynch has continuously and successfully operated an excavation business in West Branch, Iowa for over twenty-five years and employs twelve residents of the West Branch Community; and

Lynch proposes to develop the Cookson Property in a manner consistent with West Branch, Iowa Ordinance No. 689, ("site plan ordinance").

PROPOSAL

Lynch proposes to develop the site of the Cookson Property for single-family residential use or multi-family residential use. The design of the residential structure will comply with the design standards, open space, landscaping, parking, and architectural requirements stated in the site plan ordinance. Lynch proposes that the development will be compatible with the characteristics of the surrounding residences, businesses, and historic Herbert Hoover Presidential Library and Museum.

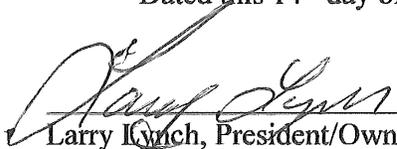
An engineer for Lynch has been directed to prepare a rendering that provides a preliminary layout illustration of the proposed development. The preliminary illustration shall contain the total number and type of dwelling unit and a proposal for storm water management on the site, as required under Section 4 of the site plan ordinance. The preliminary illustration shall be provided to the City for consideration immediately upon completion.

A preliminary proposal for right-of-way access to the developed property via an extension of Second Street to the south shall also be provided at the time the preliminary illustration is submitted to the City for review and acceptance.

Lynch proposes to assume full responsibility for all costs associated with the demolition of the Cookson Property. Lynch proposes to pay all of its closing costs costs, and up to \$2,500.00 in City closing costs, including abstracting and land transfer document fees, unless the parties mutually agree that Lynch shall pay a greater amount of closing costs. In addition, Lynch proposes to pay \$5,000.00 to the City in consideration

for its acceptance of the Lynch proposal. Finally, Lynch proposes to modify its proposed development plans under such other terms that are acceptable to the City and Lynch, and under such terms consistent with the site plan requirements.

Dated this 14th day of September, 2012.



Larry Lynch, President/Owner
Lynch's Excavating, Inc., an Iowa corporation
1967 Baker Avenue
West Branch, Iowa 52358
(319) 643-7135
lynchexinc@aol.com

Accepted:

City of West Branch, Iowa
City Administrator Matt Muckler
P.O. Box 218 110 N. Poplar Street
West Branch, Iowa 52358
(319) 643-5888 (o) / (319) 643-2305 (fax)
matt@westbranchiowa.org