

# City of West Branch

~ A Heritage for Success ~

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110 N. Poplar St. • P.O. Box 218 • West Branch, Iowa 52358  
Ph. 319-643-5888 • Fax 319-643-2305 • www.westbranchiowa.org • wbcity@Lcom.net

**CITY COUNCIL MEETING AGENDA**  
**Monday, December 17, 2012 • 6:30 p.m.**  
**City Council Chambers, 110 North Poplar Street**  
*Action may be taken on any agenda item.*

1. Call to order
2. Roll call
3. Welcome
4. Approve Agenda/Consent Agenda/Move to action
  - a. Approve minutes from the December 3, 2012 City Council Meeting.
  - b. Approve claims.
  - c. Approve 2013 Seal Coat Unit Pricing Agreement with L.L. Pelling Company.
5. Communications/Open Forum
6. Public Hearing/Non-Consent Agenda
  - a. Resolution 1052, approving a West Branch Boy Scout Troop 156 Eagle Scout Project in Wapsi Creek Park./Move to action.
  - b. Resolution 1053, approving an agreement with Altorfer Inc./Move to action.
  - c. Resolution 1054, approving Altorfer Inc. Site Plan./Move to action.
  - d. Resolution 1055, amending the conditional zoning agreement between Michael L. and Sherri P. Furman and the City of West Branch, IA for Lot #1 Pedersen Valley, Part One./Move to action.
  - e. Resolution 1056, approving Lot #1 Pedersen Valley, Part One Site Plan./Move to action.
  - f. Resolution 1057, accepting a bid for Lift Station Project./Move to action.
  - g. Resolution 1058, approving the purchase of an Elgin Pelican Street Sweeper in the amount of \$168,000./Move to action.
  - h. Resolution 1059, to fix a date for a public hearing on a General Obligation Corporate Purpose and Refunding Loan Agreement in a principal amount not to exceed \$1,600,000./Move to action.
  - i. Resolution 1060, approving a donation agreement between the City of West Branch, IA and the Hillshire Brands Company./Move to action.
  - j. Mayoral Appointment – Greg C. Hall, Part-Time Police Officer
  - k. First Reading of Ordinance 705, amending Chapter 65 “Stop or Yield Required.”/Move to action.
  - l. Accept Richard Slach’s resignation from the Animal Control Commission./Move to action.
7. City Staff Reports
  - a. City Administrator Matt Muckler – Accepting Sealed Bids on 2000 Ford Crown Victoria
  - b. Public Works Director Matt Goodale – Alliant Energy Parkside Project
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**

**December 3, 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, Deputy City Clerk Dawn Brandt, Public Works Director Matt Goodale, Police Chief Mike Horihan, Fire Chief Administrator Dick Stoolman, Park & Rec Director Melissa Russell, Library Director Nick Shimmin and Administrative Assistant Jennifer Harden.

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

**APPROVE AGENDA/CONSENT AGENDA**

- a) Approve minutes from the November 19, 2012 City Council Meeting.
- b) Approve claims.

Motion by Ellyson to amend the agenda and move 6a after 6e, second by Miller. AYES: Ellyson, Miller, Worrell, Oaks. Absent: O'Neil. Motion carried.

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

Date 12-3-12	City of West Branch	
	Claims Register Report	
Blue Cross Blue Shield	Insurance	8,525.18
Complete Property Maintenance	Streets - Oliphant St Sidewalk	16,002.68
Eftps	Federal Withholdings	4,671.06
Ipers	Ipers	3,476.16
John Deere Financial	Sewer - Supplies	268.88
Mediacom	Admin - Service	40.90
Payroll Expense 11-23-12	Payroll 11-23-12	23,061.27
Pitney Bowes	Admin/Sewer/Water - Postage	500.00
Slach Construction	Streets - Oliphant St Sidewalk	576.63
Treasurer State Of Iowa	State Withholding Tax	922.00
Treasurer State Of Iowa	Iowa Sales Tax	2,086.62
Wellmark BC/BS	Flex	513.33
	Grand Total	60,644.71

Fund Totals	
001 General Fund	35,518.48
031 Library	4,295.40
110 Road Use Tax	83.81
112 Trust And Agency	8,890.37
600 Water Fund	6,532.91
610 Sewer Fund	5,323.74
Grand Total	60,644.71

**COMMUNICATIONS/OPEN FORUM**

State Representative Bobby Kaufmann introduced himself to the Council and said that he would be available to discuss anything with them or any citizen of West Branch. Property tax reform is important to him. He recognized the Main Street program and National Park Service in West Branch.

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

Approve Change Order Request 7 for the Oliphant Street Sidewalk Project for \$576.63 for installation of a curb at 141 W. Orange Street in order to secure existing retaining wall./Move to action.

Motion by Worrell to approve change order request 7, second by Miller. AYES: Worrell, Miller, Ellyson, Oaks. Absent: O'Neil. Motion carried.

Approve acceptance of the Oliphant Street Sidewalk Project./Move to action.

Public Works Director Matt Goodale said that the project is complete. Some re-seeding may need to be completed in the spring.

Motion by Ellyson to approve acceptance of the Oliphant Street Sidewalk Project, second by Miller. AYES: Ellyson, Miller, Oaks. Abstain: Worrell. Absent: O'Neil. Motion carried.

Third reading of Ordinance 701, amending Chapter 65 "Stop or Yield Required."/Move to action.

Worrell said that he does not think that a permanent stop sign is the answer and it will not help speeding vehicles slow down. Miller asked that after the vote if the ordinance does not pass he would like an item on the next agenda to remove the existing flip stop signs permanently. He thinks that there is a lack of consistency for drivers with the flip signs. Ellyson would like to see school zone signs put up in the area. They also discussed making an alternative route to cross Main Street and addressing the sidewalk issue on Poplar Street to make that a safe route.

Motion by Ellyson to approve third reading of Ordinance 701, second by Worrell. AYES: Ellyson, Miller. NAYS: Worrell, Oaks. Absent: O'Neil. Motion failed.

Approve Resolution 1051, amending the West Branch, IA Employee Handbook to clarify that overtime does not need to be approved in advance./Move to action.

Motion by Worrell to approve Resolution 1051, second by Ellyson. AYES: Worrell, Ellyson, Miller, Oaks. Absent: O'Neil. Motion carried.

Maggie Burger, Speer Financial, Inc., Bonding Options for Council on Lift Station Project and I & I Repairs.

Burger said that interest rates are at a historic low right now. She recommended a bonding option that included refinancing the existing GO SRF bond into the total new bond. It would not be extended past the original term of 2025 and would save approximately \$55,205 after net cost of issuance. The council would need to hold a public hearing to refund the GO bond. Worrell and Miller said they would be interested in refinancing and looking at this option.

**CITY STAFF REPORTS**

City Administrator Matt Muckler – Budget Calendar

Muckler went over a budget timeline proposing dates for six possible meetings. Budget work sessions would be at the end of four regular council meetings and two separate meetings if necessary. Worrell would like to hear discussion and presentations from Department Directors at the December 17 meeting before giving any direction or input. Oaks said that four meetings should be enough to discuss the budget. Muckler said that by the February 18<sup>th</sup> meeting the council would need to adopt the final proposed budget and order the notice of hearing.

City Administrator Matt Muckler – Portland Cement Concrete Patching on I-80

The DOT will be doing a PCC patching project on I-80 from the Johnson County line east to the Scott County line on February 19, 2013. They will advise the City of the contractor's schedule when the information is available.

Park & Rec Director Melissa Russell – Park & Rec Annual Report

Russell said that all of the program areas showed an increase in participation this past year. Adult programs were up 4%, community programs increased 34%, youth sports increased 48% with the addition of pre-k thru 2<sup>nd</sup> grade youth basketball. Lunch bunch, a six week program, was popular this summer with 325 children attending.

Public Works Director Matt Goodale – Skid Loader and Street Sweeper Update

Goodale received pricing on used sweepers and also a lease purchase quote for a new sweeper from Trans Iowa. A sweeper that is 5-10 years old with low miles and one owner would cost \$50,000 - \$110,000. Anything under five years old would be hard to find and would cost over \$100,000.

A new Elgin Pelican sweeper would cost \$165,000 - \$175,000. Goodale's recommendation would be to buy a new sweeper, maintain it well and plan to keep it for at least twenty years.

**COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Mayor Kessler said that Christmas Past was a success and commended Mackenzie on a great job.

**ADJOURNMENT**

Motion to adjourn meeting by Worrell, second by Miller. City Council meeting adjourned at 8:32 p.m.

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Don Kessler, Mayor

ATTEST:

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Dawn Brandt, Deputy City Clerk

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AGVANTAGE FS INC	12/07/12	STREETS - TANK RENTAL FEE	ROAD USE TAX	ROADS & STREETS	25.00
				TOTAL:	25.00
ALLIANT ENERGY	12/06/12	VARIOUS DEPTS - UTILITIES	GENERAL FUND	POLICE OPERATION	106.79
	12/06/12	VARIOUS DEPTS - UTILITIES	GENERAL FUND	FIRE OPERATION	320.36
	12/06/12	VARIOUS DEPTS - UTILITIES	GENERAL FUND	STREET LIGHTING	1,942.21
	12/06/12	VARIOUS DEPTS - UTILITIES	GENERAL FUND	STREET LIGHTING	130.16
	12/06/12	VARIOUS DEPTS - UTILITIES	GENERAL FUND	PARK & RECREATION	28.26
	12/06/12	PARK & REC - 219 E GREEN S	GENERAL FUND	PARK & RECREATION	12.06
	12/06/12	VARIOUS DEPTS - UTILITIES	GENERAL FUND	CLERK & TREASURER	161.37
	12/06/12	VARIOUS DEPTS - UTILITIES	GENERAL FUND	LOCAL CABLE ACCESS	100.00
	12/06/12	VARIOUS DEPTS - UTILITIES	CIVIC CENTER	TOWN HALL	203.54
	12/06/12	VARIOUS DEPTS - UTILITIES	LIBRARY	LIBRARY	365.37
	12/06/12	VARIOUS DEPTS - UTILITIES	ROAD USE TAX	ROADS & STREETS	116.79
	12/06/12	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	214.24
	12/06/12	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	997.86
	12/06/12	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	502.90
	12/06/12	VARIOUS DEPTS - UTILITIES	WATER FUND	WATER OPERATING	238.66
	12/06/12	WATER - UTILITIES	WATER FUND	WATER OPERATING	66.71
	12/06/12	VARIOUS DEPTS - UTILITIES	SEWER FUND	SEWER OPERATING	198.88
	12/06/12	VARIOUS DEPTS - UTILITIES	SEWER FUND	SEWER OPERATING	584.62
				TOTAL:	6,290.78
AMAZON	12/07/12	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	11.75
	12/07/12	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	39.99
	12/07/12	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	341.81
				TOTAL:	393.55
AMERICAN WATER WORKS ASSOCIATION	12/07/12	WATER - MEMBERSHIP RENEWAL	WATER FUND	WATER OPERATING	84.00
				TOTAL:	84.00
BAKER & TAYLOR INC.	12/07/12	LIBRARY - BOOKS	LIBRARY	LIBRARY	1,109.54
				TOTAL:	1,109.54
BARNHART'S CUSTOM SERVICES LLC	12/07/12	SEWER - SERVICE AT LAGOONS	SEWER FUND	SEWER OPERATING	297.50
				TOTAL:	297.50
BARRON MOTOR SUPPLY	12/07/12	POLICE/STREETS - SUPPLIES	GENERAL FUND	POLICE OPERATION	15.95
	12/07/12	POLICE/STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	670.96
				TOTAL:	686.91
BDC BUILDING INSPECTION & PLAN REVIEW	12/07/12	ADMIN - BUILDING INSPECTIO	GENERAL FUND	CLERK & TREASURER	237.30
				TOTAL:	237.30
BLUE CROSS BLUE SHIELD	12/07/12	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	60.76
	12/07/12	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	536.53
	12/07/12	LIFE INSURANCE EMPLOYEE	GENERAL FUND	NON-DEPARTMENTAL	8.00
	12/07/12	DENTAL INSURANCE	LIBRARY	NON-DEPARTMENTAL	15.19
	12/07/12	HEALTH INSURANCE	LIBRARY	NON-DEPARTMENTAL	178.84
	12/07/12	DENTAL INSURANCE	WATER FUND	NON-DEPARTMENTAL	7.59
	12/07/12	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	89.42
	12/07/12	DENTAL INSURANCE	SEWER FUND	NON-DEPARTMENTAL	7.60
	12/07/12	HEALTH INSURANCE	SEWER FUND	NON-DEPARTMENTAL	89.42
				TOTAL:	993.35
BP AMOCO	12/07/12	CEMETERY/POLICE - FUEL	GENERAL FUND	POLICE OPERATION	380.18

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/07/12	CEMETERY/POLICE - FUEL	GENERAL FUND	CEMETERY	1,041.75
				TOTAL:	1,421.93
BROKEN ARROW	12/07/12	POLICE-KOCH ILEA TRNG UNIF	GENERAL FUND	POLICE OPERATION	239.22
				TOTAL:	239.22
CEDAR COUNTY COOPERATIVE	12/07/12	FIRE - DIESEL FUEL	GENERAL FUND	FIRE OPERATION	1,631.72
	12/07/12	SEWER - DIESEL FUEL	SEWER FUND	SEWER OPERATING	1,349.00
				TOTAL:	2,980.72
CEDAR COUNTY RECORDER	12/07/12	LEGAL - EASEMENT RECORD FE	GENERAL FUND	LEGAL SERVICES	17.00
				TOTAL:	17.00
CEDAR COUNTY SOLID WASTE COMMISSION	12/07/12	STREETS - DEBRIS DISPOSAL	ROAD USE TAX	ROADS & STREETS	98.00
				TOTAL:	98.00
CEDAR RAPIDS PHOTO COPY INC	12/07/12	LIBRARY - SERVICE	LIBRARY	LIBRARY	23.59
	12/07/12	LIBRARY - SERVICE	LIBRARY	LIBRARY	60.48
				TOTAL:	84.07
COMMUNITY STATE BANK	12/03/12	FIRE DEPT EXPANSION LOAN P	GO DEBT SERVICE	BONDING	7,734.98
	12/03/12	FIRE DEPT EXPANSION LOAN P	GO DEBT SERVICE	BONDING	629.59
				TOTAL:	8,364.57
CREATIVE SOFTWARE SERVICES INC.	12/07/12	ADMIN - COMPUTER SERVICE	GENERAL FUND	CLERK & TREASURER	148.75
	12/07/12	LIBRARY - COMPUTER SERVICE	LIBRARY	LIBRARY	35.70
	12/07/12	LIBRARY - COMPUTER SERVICE	LIBRARY	LIBRARY	42.50
				TOTAL:	226.95
CROELL REDI-MIX INC	12/07/12	STREETS - SCOTT DR PROJECT	GENERAL FUND	ROADS AND STREETS	124.50
				TOTAL:	124.50
CULLIGAN WATER TECHNOLOGIES	12/07/12	FIRE - WATER COND RENTAL	GENERAL FUND	FIRE OPERATION	32.95
				TOTAL:	32.95
DAVIS FARM EQUIPMENT CO INC	12/07/12	CEMETERY - AIR FILTERS	GENERAL FUND	CEMETERY	131.72
				TOTAL:	131.72
DEWEYS JACK & JILL	12/07/12	SEWER/LIB/P&R - SUPPLIES	GENERAL FUND	PARK & RECREATION	35.99
	12/07/12	SEWER/LIB/P&R - SUPPLIES	LIBRARY	LIBRARY	10.23
	12/07/12	SEWER/LIB/P&R - SUPPLIES	SEWER FUND	SEWER OPERATING	14.21
				TOTAL:	60.43
DIGITAL RIVER EDUCATION SERVICES INC	12/07/12	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	15.03
				TOTAL:	15.03
ED.M.FELD EQUIPMENT CO. INC	12/07/12	FIRE - SUPPLIES	GENERAL FUND	FIRE OPERATION	207.90
				TOTAL:	207.90
EFTPS	12/10/12	FEDERAL WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	1,150.14
	12/10/12	SOCIAL SECURITY WITHHHOLDI	GENERAL FUND	NON-DEPARTMENTAL	556.36
	12/10/12	MEDICARE WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	192.10
	12/10/12	FEDERAL WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	229.93
	12/10/12	SOCIAL SECURITY WITHHHOLDI	LIBRARY	NON-DEPARTMENTAL	133.24
	12/10/12	MEDICARE WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	46.01
	12/10/12	FEDERAL WITHHOLDINGS	ROAD USE TAX	NON-DEPARTMENTAL	18.02

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/10/12	SOCIAL SECURITY WITHHHOLDI	ROAD USE TAX	NON-DEPARTMENTAL	8.30
	12/10/12	MEDICARE WITHHOLDINGS	ROAD USE TAX	NON-DEPARTMENTAL	2.86
	12/10/12	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	POLICE OPERATIONS	282.56
	12/10/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	POLICE OPERATIONS	66.08
	12/10/12	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	ROADS & STREETS	146.51
	12/10/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	ROADS & STREETS	34.25
	12/10/12	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	LIBRARY	196.69
	12/10/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LIBRARY	46.01
	12/10/12	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	PARK & RECREATION	69.94
	12/10/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	PARK & RECREATION	16.36
	12/10/12	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	CEMETERY	113.84
	12/10/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CEMETERY	26.63
	12/10/12	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	MAYOR AND COUNCIL	12.40
	12/10/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	MAYOR AND COUNCIL	2.90
	12/10/12	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	CLERK & TREASURER	188.29
	12/10/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CLERK & TREASURER	44.05
	12/10/12	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	LOCAL CABLE ACCESS	19.99
	12/10/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LOCAL CABLE ACCESS	4.68
	12/10/12	FEDERAL WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	247.51
	12/10/12	SOCIAL SECURITY WITHHHOLDI	WATER FUND	NON-DEPARTMENTAL	109.46
	12/10/12	MEDICARE WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	37.78
	12/10/12	SOCIAL SECURITY WITHHHOLDI	WATER FUND	WATER OPERATING	161.62
	12/10/12	MEDICARE WITHHOLDINGS	WATER FUND	WATER OPERATING	37.79
	12/10/12	FEDERAL WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	247.52
	12/10/12	SOCIAL SECURITY WITHHHOLDI	SEWER FUND	NON-DEPARTMENTAL	109.47
	12/10/12	MEDICARE WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	37.79
	12/10/12	SOCIAL SECURITY WITHHHOLDI	SEWER FUND	SEWER OPERATING	161.58
	12/10/12	MEDICARE WITHHOLDINGS	SEWER FUND	SEWER OPERATING	37.79
				TOTAL:	4,796.45
FINANCIAL ADJUSTMENT BUREAU INC	12/07/12	LIBRARY - SERVICE	LIBRARY	LIBRARY	1.50
				TOTAL:	1.50
FRENCH RENEKER ASSOCIATES INC	12/07/12	ENG - WB FLOOD DAM DESIGN	GENERAL FUND	CLERK & TREASURER	4,450.00
	12/07/12	ENG - WB FLOOD CONT DAM ED	GENERAL FUND	CLERK & TREASURER	897.70
				TOTAL:	5,347.70
GILLUND ENTERPRISES	12/07/12	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	184.84
				TOTAL:	184.84
GREATAMERICA LEASING CORP	12/07/12	ADMIN - COPIER CONTRACT	GENERAL FUND	CLERK & TREASURER	252.06
				TOTAL:	252.06
HAWKINS WATER TREATMENT	12/07/12	WATER - AZONE-15	WATER FUND	WATER OPERATING	1,425.50
				TOTAL:	1,425.50
IOWA ASSN. MUN. UTIL.	12/07/12	WATER - EIASSO DUES	WATER FUND	WATER OPERATING	538.62
				TOTAL:	538.62
IOWA FINANCE AUTHORITY	12/03/12	DEBT SRV -SRF GO BOND INTE	GO DEBT SERVICE	BONDING	19,395.00
	12/03/12	WATER SINKING-REV BOND INT	WATER SINKING FUND	WATER OPERATING	9,795.00
	12/03/12	WATER SINK-REV BOND INT PM	WATER SINKING FUND	WATER OPERATING	930.00
				TOTAL:	30,120.00
IOWA LIBRARY ASSOCIATION	12/07/12	LIBRARY - MEMBERSHIP REN F	LIBRARY	LIBRARY	130.00
				TOTAL:	130.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
IOWA NETWORK SERVICES INC	12/07/12	ADMIN - WEBSITE HOSTING	GENERAL FUND	CLERK & TREASURER	26.99
				TOTAL:	26.99
IOWA ONE CALL	12/07/12	WATER/SEWER - SERVICE	WATER FUND	WATER OPERATING	9.90
	12/07/12	WATER/SEWER - SERVICE	SEWER FUND	SEWER OPERATING	9.90
				TOTAL:	19.80
IOWA RURAL WATER ASSOC.	12/07/12	WATER - COMM DUES	WATER FUND	WATER OPERATING	250.00
				TOTAL:	250.00
IPERS	12/07/12	IPERS	GENERAL FUND	NON-DEPARTMENTAL	522.53
	12/07/12	PROT IPERS	GENERAL FUND	NON-DEPARTMENTAL	340.33
	12/07/12	IPERS	LIBRARY	NON-DEPARTMENTAL	194.58
	12/07/12	IPERS	ROAD USE TAX	NON-DEPARTMENTAL	11.42
	12/07/12	PROT IPERS	TRUST AND AGENCY	POLICE OPERATIONS	510.99
	12/07/12	IPERS	TRUST AND AGENCY	ROADS & STREETS	209.07
	12/07/12	IPERS	TRUST AND AGENCY	LIBRARY	291.87
	12/07/12	IPERS	TRUST AND AGENCY	PARK & RECREATION	116.46
	12/07/12	IPERS	TRUST AND AGENCY	CEMETERY	163.40
	12/07/12	IPERS	TRUST AND AGENCY	CLERK & TREASURER	284.00
	12/07/12	IPERS	TRUST AND AGENCY	LOCAL CABLE ACCESS	27.96
	12/07/12	IPERS	WATER FUND	NON-DEPARTMENTAL	160.34
	12/07/12	IPERS	WATER FUND	WATER OPERATING	240.53
	12/07/12	IPERS	SEWER FUND	NON-DEPARTMENTAL	160.35
	12/07/12	IPERS	SEWER FUND	SEWER OPERATING	240.53
				TOTAL:	3,474.36
JOHNSON COUNTY REFUSE INC.	12/06/12	RECYCLING - NOVEMBER 2012	GENERAL FUND	SOLID WASTE	3,652.75
				TOTAL:	3,652.75
LANGE, DAN	12/07/12	POLICE - DECAL FOR 2013 EX	GENERAL FUND	POLICE OPERATION	395.00
				TOTAL:	395.00
LAW ENFORCEMENT SYSTEMS INC	12/07/12	POLICE - SUPPLIES	GENERAL FUND	POLICE OPERATION	434.74
				TOTAL:	434.74
LEASE CONSULTANTS CORP	12/07/12	LIBRARY - COPIER LEASE	LIBRARY	LIBRARY	59.00
				TOTAL:	59.00
LIBERTY COMMUNICATIONS	12/06/12	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	POLICE OPERATION	156.07
	12/06/12	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	FIRE OPERATION	85.10
	12/06/12	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	FIRE OPERATION	36.87
	12/06/12	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	PARK & RECREATION	124.09
	12/06/12	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	CLERK & TREASURER	243.87
	12/06/12	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	LOCAL CABLE ACCESS	130.74
	12/06/12	VARIOUS DEPTS - PHONE SERV	CIVIC CENTER	TOWN HALL	36.88
	12/06/12	VARIOUS DEPTS - PHONE SERV	LIBRARY	LIBRARY	174.35
	12/06/12	VARIOUS DEPTS - PHONE SERV	ROAD USE TAX	ROADS & STREETS	41.91
	12/06/12	VARIOUS DEPTS - PHONE SERV	WATER FUND	WATER OPERATING	41.91
	12/06/12	VARIOUS DEPTS - PHONE SERV	SEWER FUND	SEWER OPERATING	41.92
				TOTAL:	1,113.71
LINN COUNTY R.E.C.	12/07/12	STREETS - UTILITIES	GENERAL FUND	STREET LIGHTING	102.00
				TOTAL:	102.00
LOWES BUSINESS ACCT/GEGRB	12/07/12	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	38.37

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	38.37
MAIN STREET WEST BRANCH	12/07/12	COMM DEV-HEALTH LIVING FES	GENERAL FUND	COMM & CULTURAL DEVEL	100.00
				TOTAL:	100.00
MENARDS	12/07/12	STREETS - OLIPHANT ST PROJ	GENERAL FUND	ROADS AND STREETS	14.82
	12/07/12	STREETS - RETURN OF SUPPLI	GENERAL FUND	ROADS AND STREETS	149.70
	12/07/12	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	64.04
	12/07/12	STREETS - SUPPLIES	ROAD USE TAX	ROADS & STREETS	45.72
	12/07/12	WATER - SUPPLIES	WATER FUND	WATER OPERATING	33.82
	12/07/12	WATER - BRUSHES	WATER FUND	WATER OPERATING	21.16
				TOTAL:	29.86
MIDWEST JANITORIAL SERVICE INC	12/07/12	LIB/TH/ADMIN/POLICE-CLEANI	GENERAL FUND	POLICE OPERATION	43.33
	12/07/12	LIB/TH/ADMIN/POLICE-CLEANI	GENERAL FUND	CLERK & TREASURER	78.00
	12/07/12	LIB/TH/ADMIN/POLICE-CLEANI	CIVIC CENTER	TOWN HALL	221.00
	12/07/12	LIB/TH/ADMIN/POLICE-CLEANI	LIBRARY	LIBRARY	294.67
				TOTAL:	637.00
MUNICIPAL SUPPLY INC.	12/07/12	WATER - SUPPLIES	WATER FUND	WATER OPERATING	196.00
				TOTAL:	196.00
OASIS ELECTRIC LLC	12/07/12	LIBRARY - REPAIRS TO LIGHT	LIBRARY	LIBRARY	441.47
				TOTAL:	441.47
OFFICE DEPOT CREDIT PLAN	12/07/12	P&R/POLICE/ADMIN-OFFICE SU	GENERAL FUND	POLICE OPERATION	21.28
	12/07/12	P&R/POLICE/ADMIN-OFFICE SU	GENERAL FUND	PARK & RECREATION	179.94
	12/07/12	P&R/POLICE/ADMIN-OFFICE SU	GENERAL FUND	CLERK & TREASURER	97.77
				TOTAL:	298.99
OLSON, KEVIN D.	12/07/12	LEGAL SERVICES - DECEMBER	GENERAL FUND	LEGAL SERVICES	1,500.00
				TOTAL:	1,500.00
ORIENTAL TRADING CO. INC.	12/07/12	PARK & REC - SUPPLIES	GENERAL FUND	PARK & RECREATION	171.49
				TOTAL:	171.49
OVERDRIVE INC	12/07/12	LIBRARY - EBOOKS	LIBRARY	LIBRARY	49.98
				TOTAL:	49.98
PARKSIDE SERVICE	12/07/12	CEMETERY - TIRE REPAIR	GENERAL FUND	CEMETERY	31.78
				TOTAL:	31.78
PEDEN, SHANELLE M.	12/07/12	CABLE - VIDEOTAPING	GENERAL FUND	LOCAL CABLE ACCESS	150.00
				TOTAL:	150.00
PITNEY BOWES PURCHASE POWER	12/07/12	ADMIN/WATER/SEWER - POSTAG	GENERAL FUND	CLERK & TREASURER	166.66
	12/07/12	LIBRARY - POSTAGE	LIBRARY	LIBRARY	500.00
	12/07/12	ADMIN/WATER/SEWER - POSTAG	WATER FUND	WATER OPERATING	166.67
	12/07/12	ADMIN/WATER/SEWER - POSTAG	SEWER FUND	SEWER OPERATING	166.67
				TOTAL:	1,000.00
PLATO ELECTRIC LLC	12/07/12	POLICE - POWER SUPPLY	GENERAL FUND	POLICE OPERATION	40.00
	12/07/12	STREETS - HANG HOLIDAY LIG	GENERAL FUND	STREET LIGHTING	822.00
	12/07/12	STREET LIGHT - REPAIR LIGH	GENERAL FUND	STREET LIGHTING	400.70
				TOTAL:	1,262.70

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PORT 'O' JONNY INC.	12/07/12	CEMETERY - SERVICE	GENERAL FUND	CEMETERY	83.00
				TOTAL:	83.00
POSTMASTER	12/07/12	LIBRARY - PO BOX RENEWAL	LIBRARY	LIBRARY	60.00
				TOTAL:	60.00
QC ANALYTICAL SERVICES LLC	12/07/12	SEWER - TESTING	SEWER FUND	SEWER OPERATING	1,180.00
				TOTAL:	1,180.00
QUAD CITY SAFETY INC	12/07/12	FIRE - SUPPLIES	GENERAL FUND	FIRE OPERATION	315.22
				TOTAL:	315.22
QUALITY ENGRAVED SIGNS	12/07/12	ADMIN - NAMEPLATE	GENERAL FUND	CLERK & TREASURER	25.12
				TOTAL:	25.12
QUILL CORP	12/07/12	LIBRARY - OFFICE SUPPLIES	LIBRARY	LIBRARY	7.99
	12/07/12	LIBRARY - OFFICE SUPPLIES	LIBRARY	LIBRARY	23.34
	12/07/12	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	38.23
	12/07/12	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	38.66
	12/07/12	LIBRARY - HEADPHONES	LIBRARY	LIBRARY	70.75
				TOTAL:	178.97
RACOM CORPORATION	12/07/12	POLICE - 2013 EXP EQUIPMEN	GENERAL FUND	POLICE OPERATION	9,987.73
				TOTAL:	9,987.73
SECRETARY OF STATE	12/07/12	ADMIN - NOTARY FEE	GENERAL FUND	CLERK & TREASURER	30.00
				TOTAL:	30.00
SPRINT	12/07/12	POLICE - SERVICE	GENERAL FUND	POLICE OPERATION	179.97
				TOTAL:	179.97
STATE HYGIENIC LAB. ACCT.REC.	12/07/12	WATER - TESTING	WATER FUND	WATER OPERATING	22.00
	12/07/12	WATER - TESTING	WATER FUND	WATER OPERATING	18.00
				TOTAL:	40.00
TERRACON CONSULTANTS INC	12/07/12	SEWER - LIFT STATION PROJ	SEWER FUND	SEWER OPERATING	4,927.75
				TOTAL:	4,927.75
THEIN MOTOR SALES	12/07/12	POLICE - TIRE REPAIR	GENERAL FUND	POLICE OPERATION	15.00
				TOTAL:	15.00
TRANS-IOWA EQUIPMENT INC	12/07/12	WATER/SEWER/ST-OSHKOSH SRV	ROAD USE TAX	ROADS & STREETS	2,402.12
	12/07/12	STREETS - SERVICE ELGIN	ROAD USE TAX	ROADS & STREETS	202.80
	12/07/12	WATER/SEWER/ST-OSHKOSH SRV	WATER FUND	WATER OPERATING	500.00
	12/07/12	WATER/SEWER/ST-OSHKOSH SRV	SEWER FUND	SEWER OPERATING	200.00
				TOTAL:	3,304.92
TREASURER STATE OF IOWA	12/13/12	IOWA SALES TAX PMT NOVEMBE	WATER FUND	WATER OPERATING	1,902.77
	12/13/12	IOWA SALES TAX PMT NOVEMBE	SEWER FUND	WATER OPERATING	324.10
	12/07/12	STATE WITHHOLDING TAX	GENERAL FUND	NON-DEPARTMENTAL	587.40
	12/07/12	STATE WITHHOLDING TAX	LIBRARY	NON-DEPARTMENTAL	91.00
	12/07/12	STATE WITHHOLDING TAX	ROAD USE TAX	NON-DEPARTMENTAL	4.42
	12/07/12	STATE WITHHOLDING TAX	WATER FUND	NON-DEPARTMENTAL	113.09
	12/07/12	STATE WITHHOLDING TAX	SEWER FUND	NON-DEPARTMENTAL	113.09
				TOTAL:	3,135.87

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TREAT AMERICA	12/07/12	POLICE - KOCH ILEACP MEAL	GENERAL FUND	POLICE OPERATION	1,173.48
				TOTAL:	1,173.48
UPS	12/06/12	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	24.68
	12/06/12	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	30.33
	12/07/12	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	49.36
	12/07/12	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	49.36
				TOTAL:	153.73
US CELLULAR	12/06/12	POLICE - PHONE SERVICE	GENERAL FUND	POLICE OPERATION	209.33
	12/06/12	FIRE - PHONE SERVICE	GENERAL FUND	FIRE OPERATION	37.66
	12/06/12	VARIOUS DEPTS - PHONE SERV	GENERAL FUND	PARK & RECREATION	87.48
	12/06/12	VARIOUS DEPTS - PHONE SERV	ROAD USE TAX	ROADS & STREETS	106.61
	12/06/12	VARIOUS DEPTS - PHONE SERV	WATER FUND	WATER OPERATING	106.60
	12/06/12	VARIOUS DEPTS - PHONE SERV	SEWER FUND	SEWER OPERATING	106.61
				TOTAL:	654.29
USA BLUE BOOK	12/07/12	WATER - SUPPLIES	WATER FUND	WATER OPERATING	344.20
	12/07/12	SEWER - SUPPLIES	SEWER FUND	SEWER OPERATING	63.49
				TOTAL:	407.69
VEENSTRA & KIMM INC.	12/07/12	ENG MCDONALDS SITE PLAN	GENERAL FUND	ROADS AND STREETS	350.00
	12/07/12	ENG - MCDONALDS SIDEWALK I	GENERAL FUND	ROADS AND STREETS	46.37
	12/07/12	ENG MS ACCESS RESIDENT REV	GENERAL FUND	ROADS AND STREETS	954.38
	12/07/12	ENG 280TH & N DOWNEY	GENERAL FUND	ROADS AND STREETS	1,228.15
	12/07/12	PARK & REC - ENG FOR PARK	GENERAL FUND	PARK & RECREATION	930.72
	12/07/12	LEGAL - ENG URBAN REVIT MA	GENERAL FUND	LEGAL SERVICES	228.00
	12/07/12	SEWER - ENG BIO-DOME STUDY	SEWER FUND	SEWER OPERATING	290.00
				TOTAL:	4,027.62
WALMART COMMUNITY/GEMB	12/07/12	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	116.81
	12/07/12	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	176.52
	12/07/12	LIBRARY - SUPPLIES	LIBRARY	LIBRARY	254.90
				TOTAL:	548.23
WELLMARK BLUECROSS BLUESHIELD	12/10/12	DEPENDANT CARE FLEX	GENERAL FUND	NON-DEPARTMENTAL	104.17
	12/10/12	MEDICAL REIMBURSEMENT FLEX	GENERAL FUND	NON-DEPARTMENTAL	267.50
	12/10/12	DEPENDANT CARE FLEX	WATER FUND	NON-DEPARTMENTAL	52.08
	12/10/12	MEDICAL REIMBURSEMENT FLEX	WATER FUND	NON-DEPARTMENTAL	18.75
	12/10/12	DEPENDANT CARE FLEX	SEWER FUND	NON-DEPARTMENTAL	52.08
	12/10/12	MEDICAL REIMBURSEMENT FLEX	SEWER FUND	NON-DEPARTMENTAL	18.75
				TOTAL:	513.33
WEST BRANCH ANIMAL CLINIC	12/07/12	ANIMAL CONTROL - STRAY CAT	GENERAL FUND	ANIMAL CONTROL	280.00
				TOTAL:	280.00
WEST BRANCH FORD	12/07/12	POLICE - 2013 EXP OIL CHAN	GENERAL FUND	POLICE OPERATION	38.94
				TOTAL:	38.94
WEST BRANCH REPAIRS	12/07/12	POLICE - OIL CHARGER	GENERAL FUND	POLICE OPERATION	5.50
				TOTAL:	5.50
WEX BANK	12/07/12	POLICE - FUEL	GENERAL FUND	POLICE OPERATION	420.37
				TOTAL:	420.37
WOODY'S HEATING & AIR CONDITIONING	12/07/12	TOWN HALL - SERVICE FURNAC	CIVIC CENTER	TOWN HALL	130.00
				TOTAL:	130.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
**PAYROLL EXPENSES	12/01/2012 - 12/31/2012		GENERAL FUND	POLICE OPERATION	4,975.56
			GENERAL FUND	ROADS AND STREETS	2,213.83
			GENERAL FUND	PARK & RECREATION	1,343.21
			GENERAL FUND	CEMETERY	1,884.68
			GENERAL FUND	MAYOR AND COUNCIL	200.00
			GENERAL FUND	CLERK & TREASURER	3,275.92
			GENERAL FUND	LOCAL CABLE ACCESS	322.50
			LIBRARY	LIBRARY	3,366.48
			ROAD USE TAX	ROADS & STREETS	197.54
			WATER FUND	WATER OPERATING	2,774.19
			SEWER FUND	SEWER OPERATING	2,774.23
				TOTAL:	23,328.14

===== FUND TOTALS =====

001	GENERAL FUND	56,870.13
022	CIVIC CENTER	591.42
031	LIBRARY	8,749.43
110	ROAD USE TAX	4,239.72
112	TRUST AND AGENCY	2,874.93
226	GO DEBT SERVICE	27,759.57
600	WATER FUND	11,731.67
603	WATER SINKING FUND	10,725.00
610	SEWER FUND	13,958.58

-----  
 GRAND TOTAL: 137,500.45  
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# PROPOSAL

City of West Branch  
P.O. Box 218  
West Branch, IA 523580218



WWW.LLPELLING.COM 1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

RE: 2013 Seal Coat Work

Date: 12-7-12

TYPE OF WORK

Pea Rock

Unit Price

**A. Base Repair and Single Seal Coat consisting of:**

- Scarify and pulverize existing street surface
- Furnish water as required for compaction and reshape and recompact.
- Prime with MC asphalt
- Furnish and apply single seal coat of **MC-3000 asphalt**
- Furnish, spread and roll **3/8" chips**.

3.35 SY

**B. Single Seal Coat consisting of:**

- Power broom streets
- Furnish and apply single seal coat of **MC-3000 asphalt**
- Furnish, spread and roll **3/8" chips**.

2.25 SY

**Cold Mix Patching Material Delivered and Placed (15 tons or less)**

185.00 TN

- Notes:**
- 1.) The above prices are non-taxed. If a Tax Exempt Certificate is not provided by April 1, 2013 \$0.07 per square yard will be added to the unit price.
  - 2.) Price is based on MC-3000 prices at \$2.75/gallon. Final unit prices are subject to change if contract is unsigned by Feb 1, 2013.
  - 3.) Add \$.30/sy for slag material and \$.25/sy for pea rock.

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be withdrawn if not accepted within \_\_\_\_\_ days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

RESOLUTION NO. 1052

RESOLUTION APPROVING A WEST BRANCH BOY SCOUT TROOP 156 EAGLE SCOUT PROJECT IN WAPSI CREEK PARK.

WHEREAS, the West Branch City Council approved Resolution 951 on August 15, 2011, approving an offer to purchase real property, formerly known as the Wapsi View Trailer Court, from Edwin Pence; and

WHEREAS, the West Branch City Council also approved Resolution 970 on February 21, 2012, approving the Park & Rec GF reserve to pay \$66,000 for Wapsi View Trailer Park; and

WHEREAS, the West Branch City Council has expressed to city staff that a park space is the most appropriate use of this property; and

WHEREAS, the West Branch Public Works Department cleared the site, planted grass and completed extensive repairs and replacement of the sidewalk and bridge railings; and

WHEREAS, Park & Recreation Commission has met and begun to work on developing a plan for the development of the new park for the review of the City Council; and

WHEREAS, the West Branch City Council approved Resolution 1030 on August 20, 2012, naming the new City park "Wapsi Creek Park;" and

WHEREAS, the West Branch Boy Scout Brad Heilmann has proposed to install an attractive park sign with low maintenance plants and bushes near the southwest corner of Wapsi Creek Park; and

WHEREAS, it is now necessary for the City Council to approve the Eagle Scout Project.

NOW, THEREFORE, be it resolved by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned Eagle Scout Project proposed by Brad Heilmann is hereby accepted and approved.

\* \* \* \* \*

Passed and approved this 17th day of December, 2012.

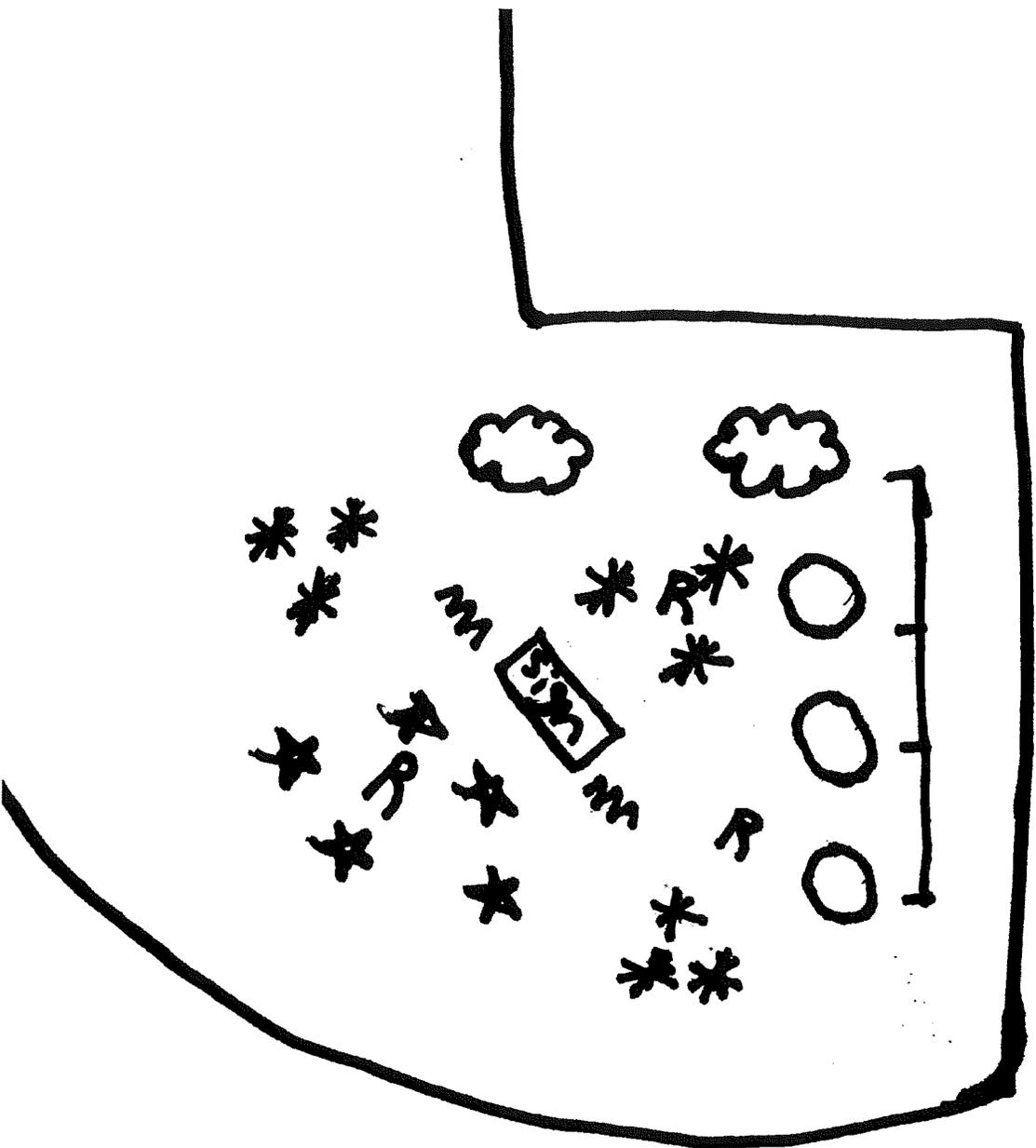
\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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



Plot  
Parking lot



# Key

- = fence
- = Spirea
- = Barberberry
- = lily
- = hostesses
- = Rock
- = decorative grasses
- = Sign

## Wapsi Creek Park

For my Eagle Scout project I would like to help invite people into Wapsi Creek Park. By doing so I am going to add an attractive park sign with low maintenance plants and bushes. The sign I have chosen is a 48 x 36 inch brown sign with 9 inch white letters. We will be using two 8 ft posts. The posts will be put 2 ft in the ground; the bottom of the sign will be 3 ft above ground. To help divide the landscaping from the parking I am adding an 8 ft split rail fence. The low maintenance plants I have chosen are already donated, they include hostesses, lilies, barberry bushes, spirea bushes and ornamental grasses. The hostesses will be located underneath and in front of the sign, the grasses and taller plants and bushes will be on the sides and behind the signs. To keep the weed under control I will be adding landscaping fabric, and river rock to top it off. To make the sign more visible at night I am going to add two solar powered lights. This is an outline of what I want to do, adjustment can be added if needed.

RESOLUTION NO. 1053

RESOLUTION APPROVING AN AGREEMENT WITH ALTORFER INC. IN CONNECTION WITH A SIDEWALK.

WHEREAS, the OWNER is planning to construct an Altorfer dealership in the CITY, said dealership being located on property legally described on Exhibit "A" attached hereto and incorporated by this reference; and

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

WHEREAS, the CITY is requiring OWNER to construct an 5-foot sidewalk (the "Sidewalk") along its westerly and southerly frontages; and

WHEREAS, both the CITY and OWNER have agreed to postpone construction of the Sidewalk until it will connect to a future sidewalk/trail on Baker Avenue and 300<sup>th</sup> Street; and

WHEREAS, it is now necessary to approve said agreement.

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

Passed and approved this 17<sup>th</sup> day of December, 2012.

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

ATTEST:

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

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

Lots 2, 3 and 4 to Part One of Rummells Commercial Subdivision to West Branch, Iowa, a resubdivision of Lots 1 and 2 to Part One of Rummells Commercial Subdivision, West Branch, Cedar County, Iowa.

AND

All of the land located in the south 365.00 feet of the west 450.00 feet of the Southwest Quarter of the Southwest Quarter of Section 8, Township 79 North, Range 4 West of the 5<sup>th</sup> P.M., Cedar County, Iowa

Except the south 40 feet of the east 400 feet of said west 450 feet thereof;

And further excepting a tract of land located in the south 365.00 feet of the west 450 feet of the Southwest Quarter of the Southwest Quarter of Section, Township 79 North, Range 4 West of the 5<sup>th</sup> P.M., of Cedar County, Iowa, and being more particularly described as:

Commencing as a point of reference of the Southwest corner of said Section 8; thence North 00°34'37" West (Bearings assumed for the purposes of this description) 40 feet along the west line of said Southwest Quarter of the Southwest Quarter; thence 89°59'39" East, 50 feet to the east line of Baker Avenue (County Road X-30) to the point of beginning; thence North 00°3'37" West, 71.22 feet along said east right-of-way; thence South 30°12'11" East, 53.05 feet; thence South 55°21'47" East, 44.62 feet to the north right-of-way line of 300<sup>th</sup> Street; thence South 89°39'59" West, 62.68 along said north right-of-way to the east right-of-way line of Baker Avenue to the point of beginning.

Prepared and return to: Kevin D. Olson, PO Box 5640, Coralville, Iowa 52241 (319)351-2277  
Return to: City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358

## AGREEMENT

THIS AGREEMENT entered into by and between **Altorfer, Inc.**, 9670 Tabor Road, Clinton, Illinois 61727, hereafter referred to as “OWNER”; and the City of West Branch, Iowa, hereafter referred to as “CITY.”

WHEREAS, the OWNER is planning to construct a new facility to conduct business in the CITY, said facility being located on property legally described on Exhibit “A” attached hereto and incorporated by this reference; and

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

WHEREAS, the CITY is requiring OWNER to construct an 5-foot sidewalk (the “Sidewalk”) along its frontage along 300<sup>th</sup> Street and Baker Avenue; and

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. CITY shall construct the Sidewalk in the future at a date chosen by the CITY.
2. Notwithstanding the foregoing, prior to construction of the sidewalk, CITY shall provide OWNER with a cost estimate for constructing the sidewalk and OWNER shall have the option of installing the sidewalk itself. If OWNER elects not to install the sidewalk itself, then CITY may proceed with construction the sidewalk. If CITY constructs the sidewalk, then CITY shall, after construction of said Sidewalk, submit an invoice to the OWNER for all reasonable costs associated with construction of a 5-foot sidewalk. The CITY shall pay

for any width over 5-feet. The CITY is wholly responsible for all costs associated with any related street improvements.

3. OWNER shall pay the amount of the invoice within 90 days for the 5-foot sidewalk to the CITY. In the event that the OWNER fails to pay said invoice, the OWNER expressly consents to the CITY certifying said invoice amount to the Cedar County Treasurer for collection with real property taxes. By its consent, the OWNER expressly waives its rights to notice, benefit or value as it pertains to special assessments as outlined in Chapter 384 of the Code of Iowa.

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

OWNER:

Altorfer, Inc. Ag Division  
9670 Tabor Road  
Clinton, IL 61727

CITY:

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

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

Successors and assigns.

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

OWNER:

CITY:

\_\_\_\_\_

\_\_\_\_\_

Don Kessler, Mayor

\_\_\_\_\_  
Print name and title

ATTEST:

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Don Kessler and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Don Kessler and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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

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

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

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

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

Lots 2, 3 and 4 to Part One of Rummells Commercial Subdivision to West Branch, Iowa, a resubdivision of Lots 1 and 2 to Part One of Rummells Commercial Subdivision, West Branch, Cedar County, Iowa.

AND

All of the land located in the south 365.00 feet of the west 450.00 feet of the Southwest Quarter of the Southwest Quarter of Section 8, Township 79 North, Range 4 West of the 5<sup>th</sup> P.M., Cedar County, Iowa

Except the south 40 feet of the east 400 feet of said west 450 feet thereof;

And further excepting a tract of land located in the south 365.00 feet of the west 450 feet of the Southwest Quarter of the Southwest Quarter of Section, Township 79 North, Range 4 West of the 5<sup>th</sup> P.M., of Cedar County, Iowa, and being more particularly described as:

Commencing as a point of reference of the Southwest corner of said Section 8; thence North  $00^{\circ}34'37''$  West (Bearings assumed for the purposes of this description) 40 feet along the west line of said Southwest Quarter of the Southwest Quarter; thence  $89^{\circ}59'39''$  East, 50 feet to the east line of Baker Avenue (County Road X-30) to the point of beginning; thence North  $00^{\circ}3'37''$  West, 71.22 feet along said east right-of-way; thence South  $30^{\circ}12'11''$  East, 53.05 feet; thence South  $55^{\circ}21'47''$  East, 44.62 feet to the north right-of-way line of 300<sup>th</sup> Street; thence South  $89^{\circ}39'59''$  West, 62.68 along said north right-of-way to the east right-of-way line of Baker Avenue to the point of beginning.

RESOLUTION NO. 1054

RESOLUTION APPROVING THE SITE PLAN FOR ALTORFER, INC. LOCATED NEAR BAKER AVENUE AND 300<sup>TH</sup> STREET IN WEST BRANCH, IOWA.

WHEREAS, Altorfer, Inc. has heretofore submitted a proposed Site Plan to construct a dealership located near 300th Street and Baker Avenue (the "Project"); and

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

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

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

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

\* \* \* \* \*

Passed and approved this 19th day of December, 2012.

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

ATTEST:

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

Prepared by and return to: Matt Muckler, City Administrator/Clerk, 110 N. Poplar, West Branch, Iowa 52358 (319)643-5888

RESOLUTION NO. 1055

RESOLUTION AMENDING THE CONDITIONAL ZONING AGREEMENT BETWEEN MICHAEL L. AND SHERRI P. FURMAN AND THE CITY OF WEST BRANCH, IA FOR LOT #1 PEDERSEN VALLEY, PART ONE.

WHEREAS, Michael L. Furman (“Furman”) had originally submitted a proposed Site Plan to construct a proposed eight unit multi-family residential building on Lot #1 Pedersen Valley, Part One, West Branch, Iowa; and

WHEREAS, in connection with the first submittal, Furman executed a conditional zoning agreement (the “Agreement”), which was recorded in Book 418 at page 70, Records of the Cedar County Recorder’s Office; and

WHEREAS, Furman has submitted a revised Site Plan, and therefore, the original Agreement needs to be amended in connection with approval of the new Site Plan; and

WHEREAS, the City Attorney has drafted an amendment to the Agreement that needs to be approved by the City Council contemporaneously with the Site Plan; and

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

WHEREAS, the proposed Site Plan was found to conform to West Branch Code of Ordinances; and

WHEREAS, the proposed Site Plan was approved by the West Branch Planning and Zoning Commission at their special meeting held on Tuesday June 26, 2012; and

WHEREAS, the proposed Site Plan was approved by the West Branch City Council at their meeting held on July 16, 2012; and

WHEREAS, Furman was asked by a member of the West Branch City Council at their meeting held on July 16, 2012 to consider adding a commercial component to this development; and

WHEREAS, Furman submitted a revised site plan for a mixed-use development on this site; and

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

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

WHEREAS, the revised Site Plan was approved by the West Branch Planning and Zoning Commission at their meeting held on Tuesday November 27, 2012 with the following four recommendations to amend the Conditional Zoning Agreement between the City of West Branch and Michael Furman: 1) allow for nine residential units instead of eight, 2) allow for three stories instead of two, 3) clarify that a mixed-use development will be allowed, and 4) clarify that since it is a mixed-use development, a 25-foot RB-1 front setback will be allowed; and

WHEREAS, the West Branch City Council has discussed the Conditional Zoning Agreement between the City of West Branch and Michael L. and Sherri P. Furman dated February 8, 1999; and

WHEREAS, it is now necessary for the City Council to approve revisions to the Conditional Zoning Agreement in order for the revised site plan to proceed.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF WEST BRANCH, IOWA, that:

Section 1. The February 8, 1999 Conditional Zoning Agreement will be amended to allow for nine residential units instead of eight.

Section 2. The February 8, 1999 Conditional Zoning Agreement will be amended to allow for three stories instead of two.

Section 3. The February 8, 1999 Conditional Zoning Agreement will be amended to clarify that a mixed-use development will be allowed.

Section 4. The February 8, 1999 Conditional Zoning Agreement will be amended to clarify that since it is a mixed-use development, a 25-foot RB-1 front setback will be allowed.

\* \* \* \* \*

Passed and approved this 17th day of December, 2012.

---

Don Kessler, Mayor

ATTEST:

---

Matt Muckler, City Administrator/Clerk

**AMENDMENT TO THAT CERTAIN  
CONDITIONAL ZONING AGREEMENT  
BY AND BETWEEN  
THE CITY OF CORALVILLE AND MICHAEL AND SHERRI FURMAN.**

REFERENCE is hereby made to that certain Conditional Zoning Agreement ("Agreement") by and between Michael L. Furman and Sherri P. Furman, (hereinafter collectively referred to as "Furman") and the City of West Branch, Iowa (hereinafter referred to as "City"), recorded in Book 418 at page 70, Records of the Cedar County Recorder.

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION, IT IS HEREBY AGREED THAT THE AGREEMENT SHALL BE AND HEREBY IS AMENDED AS FOLLOWS:

1. That the following Amendments shall be made:
  - a. Paragraph 1 is amended to allow nine residential units, in place of eight units.
  - b. Paragraph 2 is hereby amended to allow a three-story structure in place of a two-story structure.
  - c. The Agreement is hereby further amended to allow for a mixed-use development on the Property, along with a 25-foot RB-1 front yard setback.

2. Except as otherwise expressly set forth to the contrary in this AMENDMENT, the terms, conditions and provisions of the Agreement remain in full force and effect, are fully binding on City and Furman, and City and Furman do hereby expressly ratify and reaffirm the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on this \_\_\_\_ day of December, 2012.

OWNER:

CITY OF WEST BRANCH:

\_\_\_\_\_  
Michael L. Furman

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

\_\_\_\_\_  
Sherri P. Furman

ATTEST:

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

**MEMORANDUM**

**V & K MEMO**

---

**Date:** November 16, 2012

**Job No.** 36866

**To:** Matt Muckler

**From:** Dave Schechinger

**Re:** West Branch, Iowa  
Pedersen Valley Part 1 Lot 1  
Site Plan Review

The site plan for Part 1 Lot 1 of Pedersen Valley was submitted earlier this year and has been reviewed to verify conformance with the City's site plan ordinance. The previous version of this site plan contained an 8-plex with separate garages for each unit. The stormwater runoff was previously addressed in the overall Pedersen Valley plan with the soccer field basin providing the required detention for the development.

The site plan for Part 1 Lot 1 was recently modified to include the addition of a third level to the building, with one additional residential unit and two commercial units occupying the lower level. The building was also moved south.

Two issues were identified with the current site plan. The first issue deals with parking requirements. Under the City's ordinance, the number of parking spaces required is established by the use of the building. Office commercial requires fewer spaces than retail or personal service establishments. The residential portion is consistent with 2 spaces required per dwelling unit. Based on the parking requirements, it is recommended that the use of the commercial portion of the building be limited to office space for business or professional services.

The second issue deals with a previously recorded conditional zoning agreement (see attached document) for this lot. The agreement stipulates that no structure shall exceed two stories in height and also states that no structure shall contain more than eight units of multi-family residential housing.

The conditional zoning agreement can be modified by mutual written agreement of the parties as stated in paragraph 9 of the agreement.

END

**165.38 OFF-STREET PARKING REQUIREMENTS.** In conjunction with any principal building hereafter erected there shall be provided on the same lot therewith sufficient parking spaces to meet the minimum requirements.

1. Auditoriums, assembly halls, dance halls, theaters, gymnasiums, and skating rinks: one space for each four seats or bench seating capacity.
2. Automatic car wash: five spaces for each washing bay; three spaces for each do-it-yourself car wash bay.
3. Boarding, rooming or lodging house: one space for each sleeping room.
4. Bowling alleys: four spaces per each lane.
5. Church: one space for each five seats in the main seating area.
6. Community center, library, museum or art gallery: ten spaces plus one additional space for each three hundred (300) square feet of floor area in excess of two thousand (2,000) square feet.
7. Dwellings:
  - A. One and two family dwellings: one off-street parking space shall be provided for each dwelling unit.
  - B. Multiple dwellings and apartments: two spaces for each dwelling unit.
8. Home occupation: two spaces per dwelling unit plus two spaces for each two hundred (200) feet of floor area devoted to said home occupation.
9. Fraternity or sorority: one space for each bed or one space for each student or advisor maintaining overnight accommodations.
10. Hospital, sanitarium, home for the aged, nursing home or similar institution: one space for each three beds, plus one for each two employees.
11. Hotel: one space for each three sleeping rooms or suites, plus one space for each two hundred (200) square feet in commercial floor area contained therein.
12. Industrial and/or manufacturing: one space for each two employees on the maximum working shift, plus space to accommodate all trucks and other vehicles used in connection therewith.

13. Motel, tourist home or cabin court: one space for each sleeping room or unit.

14. Offices, business and professional agencies, banks, medical or dental clinics: three spaces plus one additional parking space for each four hundred (400) square feet of floor area over one thousand (1,000) square feet.

15. Private club or lodge: one space for every seven memberships.

16. Restaurant, night club, cafe or similar recreation or amusement establishment: one space for each one hundred (100) square feet of floor area.

17. Retail store or personal service establishment: one space for each two hundred (200) square feet of floor area.

#### **165.39 APPLICATION OF PARKING REQUIREMENTS.**

1. The parking space requirement for a use not specifically mentioned herein shall be the same as required for a use of a similar nature.

2. Whenever a building erected or established or enlarged after the effective date of the Zoning Ordinance, additional parking spaces, if any, under Section 165.38 shall be provided.

3. Whenever a building existing prior to the effective date of the Zoning Ordinance is enlarged to the extent of fifty percent (50%) or more in floor area, said building or use shall then and thereafter comply with the parking requirements set forth herein.

4. All parking spaces required herein shall be located on the same lot with the building or use served, except that where an increase in the number of spaces is required by a change or enlargement of use, or where such spaces are provided collectively or used jointly, by two or more buildings or establishments, the required spaces may be located not to exceed four hundred (400) feet therefrom.

5. Not more than fifty percent (50%) of the parking spaces required for theaters, bowling alleys, dance halls, night clubs or cafes, and up to one hundred percent (100%) of the parking spaces required for a church or school auditorium may be provided and used jointly by banks, offices, retail stores, repair shops, service establishments and other similar uses not normally open, used or operated during the same hours as those listed herein.

0601

\$31.00  
pd

FILED FOR RECORD  
BOOK 418 PAGE 70

99 FEB 18 AM 10:18

*Charles J. Sumner*  
CEDAR CO. IOWA RECORDER

ORDINANCE NO. 506

AN ORDINANCE RE-ZONING REAL ESTATE WITHIN THE CORPORATE LIMITS OF WEST BRANCH, IOWA

Be it ordained by the City Council of the City of West Branch, Iowa:

Section 1. That the real estate within the following boundaries which is currently zoned R-3 shall be re-zoned RB-1:

A part of the Southwest 1/4 of section 6, Township 79 North, Range 4 West of the 5th P.M., City of West Branch, Cedar County, Iowa and more particularly described as follows:

Commencing at the South 1/4 corner of said Section 6; thence N01°07'17"W along the East line of the Southwest 1/4 of said Section 6 a distance of 111.00 feet to a point on the Northerly right of way line of Herbert Hoover Highway which is the point of beginning of this description; thence S87°11'34"W along said right of way line a distance of 514.02 feet to a point on the East line of a gas pipeline easement; thence N00°00'00"W along said East line a distance of 60.11 feet; thence N42°39'59"E along said East line a distance of 52.39 feet; thence N17°19'59"E along said East line a distance of 127.80 feet; thence N90°00'00"E a distance of 239.59 feet; thence N01°07'17"W a distance of 9.22 feet; thence N90°00'00"E a distance of 196.41 feet to a point on the East line of the Southwest 1/4 of said Section 6; thence S01°07'17"E along said line a distance of 204.72 feet to the point of beginning containing 2.31 acres more or less and being subject to all easements and restrictions of record.

Section 2. This ordinance shall be in full force and effective from and after its publication as by law provided.

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

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

Passed and Approved this 16th day of February, 1999.

Read First Time: 1-19-99

Read Second Time: 2-1-99

Read Third Time: 2-16-99

*Robert H. ...*  
Mayor

ATTEST:

*W. Duesman*  
City Clerk



BOOK 418 PAGE 70

### CONDITIONAL ZONING AGREEMENT

WHEREAS, Michael L. Furman and Sherri P. Furman ("Furmans") are the owners of certain real estate located within the corporate limits of the City of West Branch, Iowa ("City"); and,

WHEREAS, Furmans have sought approval from City for rezoning of a portion of that real estate as described in Exhibit A (also known as Pedersen Valley, Part One) attached hereto (the "Property"); and,

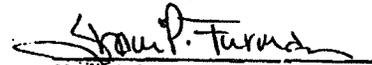
WHEREAS, Furmans and City have agreed to certain conditions as part of the rezoning of the Property to RB-1;

IT IS, THEREFORE, in consideration of the mutual agreements set out herein, agreed as follows:

1. No lot located in the Property shall have more than one multi-family residential structure erected thereon and no such structure or commercial structure shall contain in excess of eight units of multi-family residential housing.
2. No structure erected upon any lot located in the Property shall exceed two stories in height, as determined according to the provisions of the West Branch Zoning Ordinance and building code.
3. No lot located in the Property shall be resubdivided without obtaining the written approval of the City Council.
4. Any structure containing only multi-family residential housing erected upon any lot located in the property shall be constructed in a manner so that the exterior walls of the structure are in substantial conformance to the "footprint" of buildings shown upon the zoning request map attached hereto as Exhibit B. In the case of a building which contains only multi-family housing, there shall be a minimum fifty (50) foot building set back from the northerly right of way line of Herbert Hoover Highway.
5. Separate driveways shall be allowed on Lots 1 and 2 so long as there is a minimum of 100' of separation.

6. On Lots 1 and 3, the owner shall put in storm sewer and sidewalks at Owner's expense in lieu of storm water detention requirements of the City.
7. On Lot 2 the proposed parking lot and drives shall provide approximately 1/3 the storage requirements as set forth in the current City ordinance for storm water detention. Remaining runoff waters from adjacent properties shall be intercepted and conveyed to the Pedersen Street storm sewer and westerly by means of a constructed waterway ditch. Remaining unstored rainfall waters generated from the lot shall be diverted to overflow proposed drives or to the proposed owner-installed storm sewer on the southerly frontage. The owner shall construct sidewalk on the same southerly frontage of the lot. These provisions shall be made in lieu of the storm water detention ordinance of the City.
8. The real estate described in Exhibit C attached hereto shall be conveyed to City for use as recreational space. Furman shall not be required to improve the real estate prior to conveyance. City shall maintain the real estate after conveyance. The conveyance shall occur upon request by City at any time after approval of subdivision of the Property described in Exhibit A into three lots for development consistent with the concept shown on Exhibit B.
9. This Agreement shall be recorded in the office of the Recorder of Cedar County, Iowa and shall bind the parties hereto and their successors in interest, until modified by mutual written agreement of the parties, subject to any proceedings required by Iowa law to alter or amend this Agreement.
10. City shall have the right to exercise any rights at law or equity, including injunctive relief, to enforce the terms and conditions of this agreement. In the event such legal proceedings are necessary, the City shall be entitled to recover reasonable attorneys fees and costs from a party found to be in violation of the terms and conditions of this Agreement.

  
 Michael L. Furman

  
 Sherri P. Furman

STATE OF IOWA            )  
                                   )  
 Johnson COUNTY        ) ss:

On this 8 day of February, 1999, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael L. Furman and Sherri P. Furman, to me known to be the identical persons named in and who executed the foregoing instrument and

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acknowledged that they executed the same as their voluntary act and deed.

Suzanne Lathrop  
Notary Public in and for said State  
State of Iowa

10-10-2000



CITY OF WEST BRANCH, IOWA

Richard Rex  
by: Richard Rex, Mayor

Attest

Ty Doermann  
Ty Doermann, City Clerk

STATE OF Iowa )  
Cedar COUNTY ) ss:



On this 9th day of February, 1999 before me, a Notary Public in and for the State of Iowa, personally appeared Richard Rex and Ty Doermann, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. 506/Resolution No. \_\_\_\_\_ passed by the City Council on the 16th day of Feb, 1999, and that Richard Rex and Ty Doermann acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

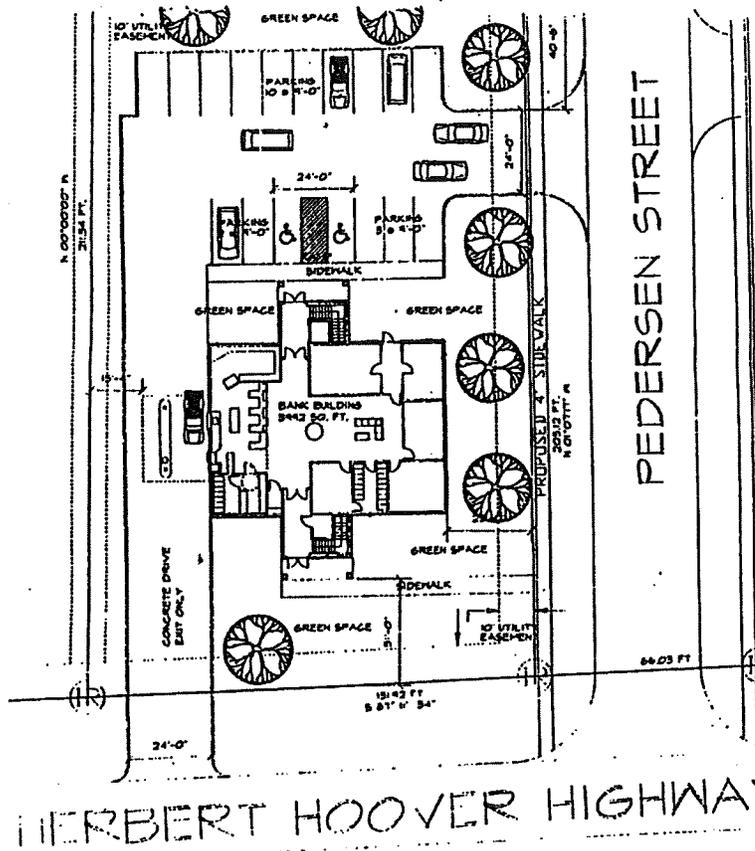


Marilyn J. Lucas  
NOTARY PUBLIC in the state  
of Iowa

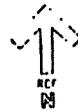
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Exhibit B



LOT 2 PEDERSEN VALLEY PART ONE  
CITY OF WEST BRANCH, CEDAR COUNTY, IOWA



SITE PLAN

SCALE 1" = 20'-0"

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RESOLUTION NO. 1056

RESOLUTION APPROVING LOT #1 PEDERSEN VALLEY, PART ONE SITE PLAN.

WHEREAS, Michael L. Furman had originally submitted a proposed Site Plan to construct a proposed eight unit multi-family residential building on Lot #1 Pedersen Valley, Part One, West Branch, Iowa; and

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

WHEREAS, the proposed Site Plan was found to conform to West Branch Code of Ordinances; and

WHEREAS, the proposed Site Plan was approved by the West Branch Planning and Zoning Commission at their special meeting held on Tuesday June 26, 2012; and

WHEREAS, the proposed Site Plan was approved by the West Branch City Council at their meeting held on July 16, 2012; and

WHEREAS, Michael L. Furman was asked by a member of the West Branch City Council at their meeting held on July 16, 2012 to consider adding a commercial component to this development; and

WHEREAS, Michael L. Furman submitted a revised site plan for a mixed-use development on this site; and

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

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

WHEREAS, the revised Site Plan was approved by the West Branch Planning and Zoning Commission at their meeting held on Tuesday November 27, 2012 with the following four recommendations to amend the Conditional Zoning Agreement between the City of West Branch and Michael L. and Sherri P. Furman: 1) allow for nine residential units instead of eight, 2) allow for three stories instead of two, 3) clarify that a mixed-use development will be allowed, and 4) clarify that since it is a mixed-use development, a 25-foot RB-1 front setback will be allowed; and

WHEREAS, the West Branch City Council has discussed the Conditional Zoning Agreement between the City of West Branch and Michael L. and Sherri P. Furman dated February 8, 1999; and

WHEREAS, the West Branch City Council has approved Resolution 1054 amending the conditional zoning agreement with Michael L. and Sherri P. Furman; and

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

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

\* \* \* \* \*

Passed and approved this 17th day of December, 2012.

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

ATTEST:

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

RESOLUTION NO. 1057

RESOLUTION ACCEPTING BIDS AND AWARDED THE CONSTRUCTION CONTRACT FOR THE WEST BRANCH LIFT STATION PROJECT.

WHEREAS, the City Council of the City of West Branch, Iowa, has heretofore deemed it necessary and desirable to expand and renovate the current fire department building (the "Project"); and

WHEREAS, the City Council did, by Resolution on December 13, 2012, approve the plans, specifications, estimate of cost and form of contract for said Project; and

WHEREAS, the bids for the aforementioned project were received, opened and tabulated as per published notice therefor on December 12<sup>th</sup>, 2012; and

WHEREAS, the bid of Ricklefs Excavating, Ltd of Anamosa, Iowa, was the lowest responsible bid received; and

WHEREAS, said bid was in the amount of \$1,016,519.00; and

WHEREAS, the Project Engineer has heretofore reviewed the bids and recommended that the City Council approve and accept the aforementioned bid for said project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the bid of Ricklefs Excavating, Ltd, in the amount of \$1,016,519.00 be and the same is hereby accepted and approved.

BE IT FURTHER RESOLVED that the Mayor is hereby directed to execute any and all documentation necessary to facilitate said Project.

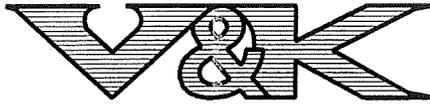
\* \* \* \* \*

Passed and approved this 17<sup>th</sup> day of December, 2012.

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

ATTEST:

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



**VEENSTRA & KIMM, INC.**

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

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December 12, 2012

Matt Muckler  
City Administrator  
City of West Branch  
110 Poplar Street  
P.O. Box 218  
West Branch, IA 52358

WEST BRANCH, IOWA  
LIFT STATION & FORCE MAIN  
RECOMMENDATION TO AWARD CONTRACT  
BID TAB

The City of West Branch received bids until 2:00 P.M., December 12, 2012 for the Lift Station & Force Main project. A total of six bids were received as follows:

<u>Bidder</u>	<u>Bid</u>
Ricklefs Excavating, Ltd.	\$ 1,016,519.00
Maxwell Construction, Inc.	\$ 1,025,537.00
Rathje Construction Company	\$ 1,147,592.00
Langman Construction, Inc.	\$ 1,193,050.00
WRH, Inc.	\$1,267,767.00
Cornerstone Excavating, Inc.	\$1,310,768.00

The apparent low bid for the project was submitted by Ricklefs Excavating, Ltd. with its bid in the amount of \$1,016,519.00. We have enclosed ten copies of our certified bid tabulation for your use. Veenstra & Kimm, Inc. has examined the bidding documents and they appear in order.

The Engineer's estimate of cost for the project was \$895,000.00. The low bid submitted by Ricklefs Excavating, Ltd. was approximately 13.6% above the Engineer's estimate of cost for the project.

Matt Muckler  
December 12, 2012  
Page 2

Veenstra & Kimm, Inc. has been involved in several projects with Ricklefs Excavating, Ltd. in the past.

Based on the bid results, Veenstra & Kimm, Inc. believes that the low bid is reflective of the current value of the project. We recommend that the City of West Branch award the construction contract to Ricklefs Excavating, Ltd. in the amount of the bid of \$1,016,519.00.

If you have any questions or comments concerning the project, please contact us at (319) 466-1000.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink that reads "Dave Schechinger". The signature is written in a cursive style with a large, stylized "D" and "S".

Dave Schechinger

DRS:mmc

36846

Enclosures



**BID TABULATION  
LIFT STATION & FORCE MAIN  
WEST BRANCH, IOWA**

Project: Construct Lift Station & Force Main and associated work for the following unit and lump sum prices:

Bid No. <u>1</u>	Bid No. <u>2</u>	Bid No. <u>3</u>
Ricklefs Excavating, Ltd. 12536 Buffalo Rd. Anamosa, IA 52205	Maxwell Construction, Inc. 3011 Sierra Court SW Iowa City, IA 52240	Rathje Construction Company P.O. Box 408 Marion, IA 52302

Description	Unit	Estimated		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price		
		Quantities	Unit Price								
1.1 Mobilization	LS	xxxxx	xxxxx	\$	70,000.00	xxxxx	\$	21,000.00	xxxxx	\$	5,000.00
1.2 Construction Staking	LS	xxxxx	xxxxx	\$	6,500.00	xxxxx	\$	9,150.00	xxxxx	\$	4,000.00
1.3 Erosion Control	LS	xxxxx	xxxxx	\$	500.00	xxxxx	\$	3,550.00	xxxxx	\$	2,500.00
1.4 Silt Fence	LF	3,000	\$ 1.60	\$	4,800.00	2.00	\$	6,000.00	2.00	\$	6,000.00
1.5 Stabilizing Material	Tons	350	\$ 17.50	\$	6,125.00	18.00	\$	6,300.00	35.00	\$	12,250.00
1.6 6" Granular Surfacing	Tons	800	\$ 16.50	\$	13,200.00	20.00	\$	16,000.00	22.00	\$	17,600.00
1.7 16" Force Main in Place	LF	3,054	\$ 36.00	\$	109,944.00	60.50	\$	184,767.00	48.00	\$	146,592.00
1.8 16" DI Force Main in Place	LF	400	\$ 56.00	\$	22,400.00	67.00	\$	26,800.00	75.00	\$	30,000.00
1.9 Storm Sewer in Place				\$	-		\$	-		\$	-
1.9.1 12" Dia. RCP	LF	80	\$ 65.00	\$	5,200.00	34.00	\$	2,720.00	95.00	\$	7,600.00
1.9.2 15" Dia. RCP	LF	50	\$ 70.00	\$	3,500.00	42.00	\$	2,100.00	125.00	\$	6,250.00
1.9.3 24" Dia. RCP	LF	10	\$ 85.00	\$	850.00	115.00	\$	1,150.00	180.00	\$	1,800.00
1.10 Field Drain Lines	LF	100	\$ 5.00	\$	500.00	17.50	\$	1,750.00	10.00	\$	1,000.00
1.11 Lift Station Improvements	LS	xxxxx	xxxxx	\$	700,000.00	xxxxx	\$	626,150.00	xxxxx	\$	832,000.00
1.12 Lagoon Improvements	LS	xxxxx	xxxxx	\$	65,000.00	xxxxx	\$	115,700.00	xxxxx	\$	67,500.00
1.13 Seeding	LS	xxxxx	xxxxx	\$	8,000.00	xxxxx	\$	2,400.00	xxxxx	\$	7,500.00
Total Base Bid (Items 1.1 - 1.13)					<b>\$ 1,016,519.00</b>		<b>\$ 1,025,537.00</b>		<b>\$ 1,147,592.00</b>		



**BID TABULATION  
LIFT STATION & FORCE MAIN  
WEST BRANCH, IOWA**

Bid No. 4

Bid No. 5

Bid No. 6

Project: Construct Lift Station & Force Main and associated work for the following unit and lump sum prices:

Langman Construction, Inc.  
220 34th Avenue  
Rock Island, IL 61201

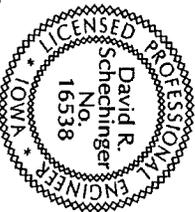
WRH, Inc.  
P.O. Box 256  
Amana, IA 52203

Cornerstone Excavating, Inc.  
1320 West Main Street  
Washington, IA 52353

Description	Unit	Estimated Quantities	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1.1 Mobilization	LS	xxxxx	xxxxx	\$ 125,000.00	xxxxx	\$ 70,000.00	xxxxx	\$ 70,000.00
1.2 Construction Staking	LS	xxxxx	xxxxx	\$ 5,000.00	xxxxx	\$ 10,000.00	xxxxx	\$ 9,500.00
1.3 Erosion Control	LS	xxxxx	xxxxx	\$ 1,000.00	xxxxx	\$ 4,000.00	xxxxx	\$ 10,000.00
1.4 Silt Fence	LF	3,000	1.50	\$ 4,500.00	3.00	\$ 9,000.00	2.00	\$ 6,000.00
1.5 Stabilizing Material	Tons	350	15.00	\$ 5,250.00	20.00	\$ 7,000.00	20.35	\$ 7,122.50
1.6 6" Granular Surfacing	Tons	800	20.00	\$ 16,000.00	21.50	\$ 17,200.00	17.50	\$ 14,000.00
1.7 16" Force Main in Place	LF	3,054	50.00	\$ 152,700.00	60.50	\$ 184,767.00	53.25	\$ 162,625.50
1.8 16" DI Force Main in Place	LF	400	70.00	\$ 28,000.00	67.00	\$ 26,800.00	78.25	\$ 31,300.00
1.9 Storm Sewer in Place	LF	80	50.00	\$ 4,000.00	50.00	\$ 4,000.00	34.00	\$ 2,720.00
1.9.1 12" Dia. RCP	LF	50	60.00	\$ 3,000.00	65.00	\$ 3,250.00	40.00	\$ 2,000.00
1.9.2 15" Dia. RCP	LF	10	160.00	\$ 1,600.00	75.00	\$ 750.00	45.00	\$ 450.00
1.9.3 24" Dia. RCP	LF	100	20.00	\$ 2,000.00	20.00	\$ 2,000.00	50.50	\$ 5,050.00
1.10 Field Drain Lines	LS	xxxxx	xxxxx	\$ 740,000.00	xxxxx	\$ 806,000.00	xxxxx	\$ 845,000.00
1.11 Lift Station Improvements	LS	xxxxx	xxxxx	\$ 100,000.00	xxxxx	\$ 110,000.00	xxxxx	\$ 130,000.00
1.12 Lagoon Improvements	LS	xxxxx	xxxxx	\$ 5,000.00	xxxxx	\$ 13,000.00	xxxxx	\$ 15,000.00
1.13 Seeding	LS	xxxxx	xxxxx					
Total Base Bid (Items 1.1 - 1.13)				<b>\$ 1,193,050.00</b>		<b>\$ 1,267,767.09</b>		<b>\$ 1,310,768.00</b>

I hereby certify that this is a true tabulation of bids received on December 12, 2012 by the City of West Branch, Iowa for the Lift Station & Force Main project.

Dave Schechinger, P.E.  
Iowa License No. 16538



My license renewal date is December 31, 2012

RESOLUTION NO. 1058

A RESOLUTION APPROVING THE PURCHASE OF A 2013 ELGIN PELICAN NP STREET SWEEPER FOR THE WEST BRANCH PUBLIC WORKS DEPARTMENT WITH BOND PROCEEDS.

WHEREAS, the current City street sweeper is inoperable and the costs to repair the current sweeper would not be considered a good investment of taxpayer funds; and

WHEREAS, the City of West Branch has received a proposal for a 2013 Elgin Pelican NP Street Sweeper based on the Minnesota Department of Transportation State Bid from Trans Iowa Equipment, LLC; and

WHEREAS, the Minnesota State Bid purchase price is \$168,435.00; and

WHEREAS, several cities in the state of Iowa including the City of Marshalltown, City of Des Moines, City of West Des Moines, City of Ottumwa, City of Oskaloosa, City of Grinnell, City of Waterloo, City of Cresco and the City of Burlington, as well as the Iowa Department of Transportation have purchased sweepers through Trans Iowa Equipment, LLC on the Minnesota Department of Transportation State Bid.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves the purchase of a 2013 Elgin Pelican NP Street Sweeper in the amount of \$168,435.00 with bond proceeds.

Passed and approved this 17<sup>th</sup> day of December, 2012.

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Don Kessler, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk



**DISTRIBUTOR OF MUNICIPAL & CONTRACTOR EQUIPMENT**

December 12<sup>th</sup>, 2012

Matt Muckler  
City Administrator  
City of West Branch

Matt,

Per your request, a proposal has been generated based off of the MNDOT State Bid for an Elgin Pelican NP Street Sweeper with the enhancements that street department has deemed necessary. As you know the State of Iowa does not have specialized equipment bid out and published, but the IDOT as well as many other cities, purchase sweepers, etc. from the Minnesota Department of Transportation Contract, due to it's ease of use, competitive prices, and to satisfy/meet their bid processes. The prices listed are at a "wholesale" price so they are generally a very good deal.

Included is a purchase proposal for (1) One New 2013 Elgin Pelican NP Street Sweeper per the MNDOT Contract. This bid pricing expires 2-28-13. Also attached following the proposal is a sample of the literature for your reference.

**Pelican NP:** Pricing including the city required enhancements listed below priced at the MNDOT State Bid Price:

<u>Spec #</u>	<u>Description</u>	<u>Qty</u>	<u>Price Each</u>	<u>SubTotal</u>
1.0	Base Price- Single Gutter Broom	1	154,968	\$154,968
2.1	AM/FM Radio CD player w/ Map Lights	1	STD	STD
2.2	High Back Air Ride Seat	1	915	\$915
3.11	Conveyor Stall Alarm	1	600	\$600
3.15	Leftside Camera (In addition to Rearview)	1	470	\$470
3.16	In-Cab Broom Tilt (Curbside)	1	2,250	\$2,250
4.2	Engine Pre-Cleaner	1	395	\$395
4.3	Tier 3, 99 HP John Deere Engine	1	3,800	\$3,800
4.6	Hydraulic Temp & Level Shutdown	1	430	\$430
6.3	LED Strobe Light with Guard	1	740	\$740
6.9	LED Stop/Tail/Turn Lights	1	280	\$280
6.11	LED Strobe Lights in Battery Cover	1	1,080	\$1,080
6.15	Limb Guard	1	1,125	\$1,125
8.2	Lower Roller Wash Out	1	400	\$400
9.1	Elgin Service Manual	1	120	\$120
9.2	John Deere Service Manual	1	180	\$180
12.1	Delivery price per loaded mile	124	5.50	\$682

**MNDOT State Bid Purchase Price Elgin Pelican P: \$168,435.00**

Price Includes: Delivery to city shop and on-site training.

Warranty: 1 Year Parts & Labor Elgin Warranty, 2 Year/2,000 Hour JD Engine Warranty

If you should have any questions about this proposal, pricing, or equipment please feel free to give me a call.

Thank you.

Mike Osler  
Trans Iowa Equipment  
515-864-8171

[www.transiowaeg.com](http://www.transiowaeg.com)

4607 SE Rio Ct, Ankeny, IA 50021 . Bus: 515.289.9994 Toll Free: 800.933.1190 Fax: 515.289.9995

We are an Affirmative Action, Equal Opportunity Employer



## Pelican® Three-Wheel Broom Sweeper A Closer Look

To assure that the legendary Elgin Pelican continues to meet the needs of its customers and the industry, Elgin Sweeper raised the bar and set a new benchmark for the industry standard. Based on a design that has been continually perfected since 1914, the new and improved Pelican combines maneuverability, economy, serviceability, and single-lane dumping with a sweep system that easily handles heavy, compacted dirt and bulky debris, as well as smaller particles found in the street. If you need an all-around sweeper with incredible digging power the Pelican is the perfect solution.

- Isolation-mounted cab for cleaner, quieter, more comfortable operation
- Improved 360° visibility
- Enhanced ease of operation
- Increased durability, stability, and maneuverability
- Easier access for service and maintenance

With so much to offer - and customized with your choice of options - the new Pelican is sure to fit your sweeper needs.



We are an Affirmative Action, Equal Opportunity Employer

Pelican® Three Wheel Mechanical Sweeper

# **Mechanical Sweeper Justification- Elgin Pelican Mechanical Street Sweeper vs. Parking Lot Regenerative Air Sweepers**

## **Mechanical Sweeper Advantages**

### Cost of Ownership

- Your current Elgin Pelican has lasted 30+ Years. A typical parking lot/air sweeper has a useful life of 5-10 at best in a municipal application.
- Because small parking lot sweepers are not built for the purpose of solid municipal use, useful life will be much shorter, approximately 5-10 Years until major repairs/replacement is needed and. This will require the city to replace the machine multiple times in same span 30+ Years that an Elgin Pelican will last.
- Air Sweeper's fuel consumption are typically higher, due to the fact that they run Two Engines versus just one. Due to the nature of their operation, mechanical sweepers do require more daily maintenance but when repair costs are compared, costs to repair an air sweeper are generally in the thousands of dollars versus small repairs/maintenance on a mechanical machine, all of which adds up and gives an Elgin Pelican a lower total cost of ownership.

### Safety

- Only a rear wheel steer mechanical sweeper has the ability to see its side brooms and the road ahead at the same time without the use of a mirror. It's also the only sweeper available with 360 degrees of visibility around the sweeper.
- Parking Lot Sweepers generally do not have right hand drive requiring the operator to drive against the flow of traffic to effectively sweep the curbline.

### Ability to sweep without water

- Mechanical sweepers only require water for dust control and not system lubrication and debris transfer like air sweepers. This means if there's some sweeping that needs done and the temperature is below freezing an air sweeper cannot be used. Winter sweeping is particularly crucial where heavy amounts of sand and salt have been applied and need cleaned before the material washes into the storm drains.

### Maneuverability

- The three wheel rear steer Elgin Pelican is the most maneuverable sweeper on the market able to slide the brooms in and out and behind parked cars. Compared to front steer units the rear steering ability of the Pelican will clean more area behind and around obstacles than any other steering configuration.

### Front Dumping

- Only a rear wheel steered mechanical sweeper can offload material from the front allowing the operator to safely dump the debris from the hopper visibly.

### Productivity

- During spring clean-up in heavy material- air sweepers typically require two passes to pickup heavy material doubling/tripling the sweeping time. A mechanical sweeper also has much more digging and scrubbing power due to its large center broom.

### Performance on Rough Uneven Streets

- Using a large center broom that conforms to the surface below allows for better performance than an 80" wide suction head that can and will lose suction when riding over rough uneven surfaces.

### Ability to handle large debris garbage, sticks, etc.

- No matter what size of suction hose that is used an operator will run into a stick or debris that will plug it up making vacuuming up leaves a time consuming task. With Elgin's rubber belt no matter what the debris, if it can be lifted onto the belt by the broom it's going into the hopper without the issue of plugging an air hose.

### Fuel Consumption

- Air Sweepers have two engines adding to the cost of use and maintenance as well as creating another service concern.

### Daily Cleanup

- Operator cleanup times with air sweepers are lengthy and require the operator to clean areas inside the hopper and pickup head that are difficult to access. Elgin Pelican has a simple to washout hopper with easy to reach areas for quicker clean-ups and improved operator productivity.

## **Air Sweeper (Regenerative Air) Advantages- and a Mechanical's Answer**

### Cost of Ownership

- Parking Lot and Small Regenerative Air Sweepers are much cheaper to purchase than a true Street Sweeper, but when you figure in usefull life 5-10 Years versus 30+ as demonstrated with the current Elgin Pelican, this will require multiple purchases over the same period with the costs of all equipment ever rising year by year. Higher fuel usage and maintenance with a two engine Air Sweeper compared to the single engine Pelican, and HUGE losses in productivity will cost the city the MOST over the life of a parking lot sweeper's life it pressed into municipal service.

### Catch Basin Cleaner/Litter Hose

- 80/20 Rule- Ask yourself what the primary purpose will be for purchasing this machine? If the answer is street sweeping, don't go with an air machine just because it has an extra vacuum hose, buy the machine for its sweeping ability because that's what it's going to spend most of its time doing. The small vacuum hose on a parking lot sweeper is comparable to a large "shop-vac" and is intended to pickup litter, and will not be effective/productive to clean out sand in catch basins at below grade applications.

#### Ability to pickup fine material

- Air Sweepers are better at sucking the fine material out of cracks in the pavement. You have to ask what is your major concern large material that you can see or the small debris that's laying in the cracks of the pavement?

#### Less Maintenance

- Competitors that build only air sweepers claim that air sweepers have less maintenance. This may be true day to day but when you compare the repair bills for the major repairs that you will have coming down line in the form of fan and fan bearing repair, auxiliary engine work, and hopper repair the expenses are actually very similar and major strides have been made in recent years towards lowering maintenance costs in this area on the Elgin Pelican.

#### Hopper Capacity

- Parking Lot Sweepers do have similar size hoppers 3.0 YD compared to Mechanicals 3.6 YD however as an air sweeper fills their suction power decreases. Most sweepers during leaf season only fill about  $\frac{3}{4}$  full, so the realistic capacity is overstated. Air sweepers can't transfer the load to another dump truck in the street, so your street department will spend most of their time driving to and from dump sites especially in leaf season.

#### Hopper Construction

- The truth is air sweepers need a hopper liner or stainless steel hopper for abrasion protection as much as corrosion protection. Air sweepers constantly "sand-blast" the inner walls of the hopper causing it to wear thin over time thus requiring a liner of some sort to prevent wear-through. The Elgin Pelican does not require an expensive hopper liner due to the shape of the hopper and how debris is flopped into the hopper thus saving the customer on purchase price. This has been proven by the 30+ Years of use with your current sweeper.

#### Transport Speed

- Air Sweepers do travel at highway speeds compared to 20 MPH of a Mechanical Sweeper. This is somewhat oversold because of the fact that most travel is done within city limits where speeds generally don't exceed much more than the 20 MPH top speed of the Elgin Pelican.

#### Operator Comfort

- Air Sweepers have been the choice of several cities in the past 10 years because of their comfortable truck chassis cab. Since 2008, this is no longer the case as large improvements have been made to the Elgin Pelican cab sealing out the dust, reducing noise, and improving the ride

**RESOLUTION NO. 1059**

Resolution to fix a date for a public hearing on a general obligation corporate purpose and refunding loan agreement in a principal amount not to exceed \$1,600,000

WHEREAS, the City of West Branch (the "City"), in the Counties of Cedar and Johnson, State of Iowa, previously issued its General Obligation Water Improvement Bond, Series 2005, in the principal amount of \$1,740,000 (the "Series 2005 Bond"); and

WHEREAS, the Iowa Finance Authority, as the purchaser and holder of the Series 2005 Bond, will allow the City to call for redemption prior to maturity all outstanding principal of the Series 2005 Bond at any time; and

WHEREAS, the City now proposes to enter into a General Obligation Corporate Purpose and Refunding Loan Agreement (the "Loan Agreement") in a principal amount not to exceed \$1,600,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of acquiring equipment for the street department and of refunding the outstanding balance of the Series 2005 Bond, and it is necessary to fix a date of meeting of the City Council at which it is proposed to hold a hearing on entering into the Loan Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of West Branch, Iowa, as follows:

Section 1. The City Council shall meet on the 7<sup>th</sup> day of January, 2013, at the \_\_\_\_\_, West Branch, Iowa, at \_\_\_\_\_ o'clock \_\_.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed hearing and action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once and not less than 4 nor more than 20 days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON LOAN AGREEMENT IN A PRINCIPAL  
AMOUNT NOT TO EXCEED \$1,600,000

(GENERAL OBLIGATION)

The City Council of the City of West Branch, Iowa, will meet on the 7<sup>th</sup> day of January, 2013, at the \_\_\_\_\_, West Branch, Iowa, at \_\_\_\_\_ o'clock \_\_\_\_m., for the purpose of holding a public hearing on a loan agreement (the "Loan Agreement") in a principal amount not to exceed \$1,600,000 for the purpose of paying the cost, to that extent, of acquiring equipment for the street department and of refunding the outstanding balance of the City's General Obligation Water Improvement Bond, Series 2005.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of West Branch, Iowa.

Matt Muckler  
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved December 17, 2012.

---

Mayor

Attest:

---

City Clerk

## Bonding Schedule

December 17, 2012 – Set date for a public hearing on refunding & equipment.

December 20, 2012 or December 27, 2012 – Public Hearing Notice will appear in the West Branch Times.

January 7, 2013 - Public Hearing on refunding & equipment.

January 21, 2013 – Council consideration of the Official Statement, the disclosure document that Speer Financial prepares prior to the bond sale. This is the document that underwriters will examine to determine whether or not they will bid on our bonds and to prepare their bids.

February 4, 2013 – Bond Sale – The bond sale will take place during the day. Maggie Burger with Speer Financial will attend the West Branch City Council Meeting that night for award. Council will consider the acceptance of a low bid.

February 18, 2013 – Speer Financial will receive additional bond counsel documents. There will be one or two resolutions that the Council will consider for adoption. These documents will include the name of the lowest bidder on the bond sale and the actual interest rates.

March 5, 2013 – Closing (City takes possession of the bond proceeds.)

RESOLUTION NO. 1060

RESOLUTION APPROVING A DONATION AGREEMENT BETWEEN THE CITY OF WEST BRANCH, IA AND THE HILLSHIRE BRANDS COMPANY.

WHEREAS, the Hillshire Brands Company wishes to make a contribution to the City of an approximately two-acre tract of land located near the intersection of North Downey Road and the Hoover Nature Trail; and

WHEREAS, the Animal Control Commission has been working with West Branch Girl Scouts to select a location and develop a dog park; and

WHEREAS, the Animal Control Commission and the West Branch Girl Scouts believe that the Hillshire Brands Company property located near the intersection of North Downey Road and the Hoover Nature Trail would be an appropriate location for a dog park; and

WHEREAS, the Hillshire Brands Company has prepared a donation agreement for the consideration of the West Branch City Council; and

WHEREAS, the West Branch City Attorney has reviewed and approved of said agreement; and

WHEREAS, it is now necessary to approve said agreement.

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

Passed and approved this 17<sup>th</sup> day of December, 2012.

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

ATTEST:

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

## DONATION AGREEMENT

THIS DONATION AGREEMENT (this "**Agreement**") is made as of the 12<sup>th</sup> day of December, 2012, by and between the CITY OF WEST BRANCH, IOWA, a municipal corporation ("**Donee**") and THE HILLSHIRE BRANDS COMPANY, a Maryland corporation (formerly known as Sara Lee Corporation) ("**Donor**", and together with Donee, the "**Parties**").

WITNESSETH:

WHEREAS, Donor is the owner of a certain tract of real estate situated in Cedar County, Iowa and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Property**");

WHEREAS, Donor wishes to make a contribution to Donee, in accordance with the terms of this Agreement, of the Property;

WHEREAS, Donee has agreed to accept the conveyance of the Property, in accordance with the terms of this Agreement; and

NOW, THEREFORE, for no consideration other than the fulfillment of the charitable intent of Donor, and the mutual promises, agreements and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement to Donate and Receive. In accordance with and subject to the terms and conditions hereof, on the Closing Date (as hereinafter defined in Section 4), Donor agrees to donate to Donee, and Donee agrees to accept from Donor, the Property. Donor shall transfer possession of the Property to Donee on the Closing Date.

2. Closing. The closing ("**Closing**") of the transactions contemplated hereby shall be December 14, 2012 (the "**Closing Date**"), subject to the terms and conditions hereof. On the Closing Date, Donor shall execute and deliver to Donee a Quit Claim Deed, transferring and conveying to Donee Donor's right, title and interest in the Property, subject to the lien of general real estate taxes for the then-current tax fiscal year, and easements, restrictions, conditions, reservations, encroachments and other matters of fact or record, which deed shall be in a recordable form satisfactory to Donor and Donee.

3. As-Is Sale. DONEE HAS BEEN AFFORDED THE OPPORTUNITY TO FULLY AND COMPLETELY EXAMINE, INSPECT, TEST AND INVESTIGATE THE PROPERTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT DONEE IS ACQUIRING THE PROPERTY "AS IS" AND "WHERE IS", AND WITH ANY AND ALL FAULTS AND THAT DONOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION, VALUE OF THE PROPERTY OR IMPROVEMENTS THEREON, OR ANY OTHER MATTER OR THING AFFECTING OR RELATED TO THE PROPERTY OR THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE), WHICH MIGHT BE PERTINENT IN CONSIDERING THE ACCEPTANCE OF THE DONATION

OF THE PROPERTY, AND DONEE DOES HEREBY EXPRESSLY ACKNOWLEDGE THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE.

4. Governing Law; Jurisdiction and Venue. This Agreement and the rights of the Parties shall be governed by the laws of the State of Iowa.

5. Entire Agreement; Counterparts. This Agreement contains the entire agreement of the Parties with respect to the transfer of the Property, and there are no representations, covenants or other agreements except as expressly stated or referred to herein. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall be deemed one and the same instrument. This Agreement is not assignable.

6. Further Assurances. At any time and from time to time, the Parties agree to provide reasonable cooperation and assistance to each other and to take all reasonable steps and execute, deliver, file, record, publish, and take such other actions with respect to documents and instruments which may be reasonably necessary or desirable to effectuate or evidence the spirit and intent of this Agreement.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the date first written above.

**DONOR**

**THE HILLSHIRE BRANDS COMPANY**

By: \_\_\_\_\_  
Name: Brian M. Hunter  
Its: Assistant Secretary

**DONEE**

**CITY OF WEST BRANCH, IOWA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

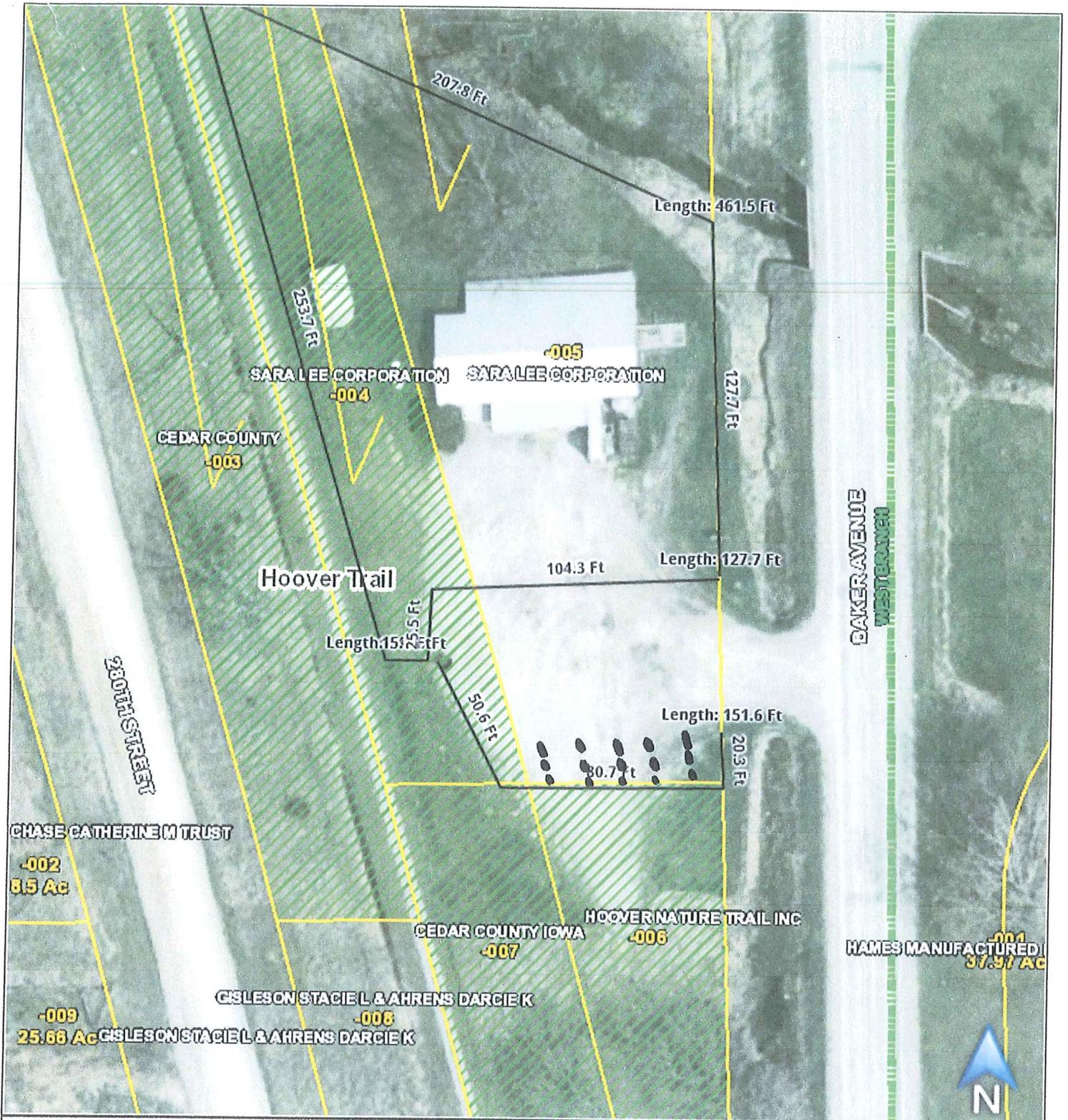
## Exhibit A

### Property

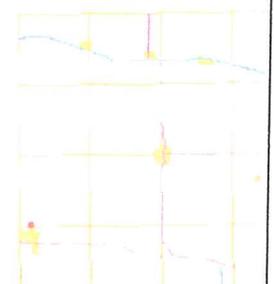
All of the Northeast part of the Northeast quarter of the Northeast quarter of Section 6, Township 79 North, Range 4 West of the 5th P.M. that lies East of the center line of the abandoned railroad right-of-way, containing 2 acres more or less, said real estate also being shown as Lot 1 on the Plat of the Northeast fractional quarter of Section 6, Township 79 North, Range 4 West of the 5th P.M. as recorded in Plat Book A at Page 359 in the Recorder's Office of Cedar County, Iowa, together with the abandoned railroad right-of-way bordering the described real estate, excepting therefrom the following described parcel of real estate:

Beginning at a point 506.9 feet South of the Northeast corner of Section Six (6), Township Seventy-nine (79) North, Range Four (4) West of the Fifth Principal Meridian as the point of beginning; Thence, Northwest 510.2 feet along the East line of the C.R.I.&P. Railroad; Thence, East 128.4 feet on a line parallel to the North line of said Section Six (6) to a point 314 1/2 feet South of the Northeast corner of said Section Six (6); Thence, South on a section line 492.4 feet to the place of beginning, containing 0.725 acres, more or less, together with that portion of the abandoned railroad right-of-way bordering this parcel that is located Southerly of a Westerly extension of the parcel's Northerly boundary line. However, the portion of the above described real estate which is for the conveyance of the abandoned railroad right-of-way is without warranty.

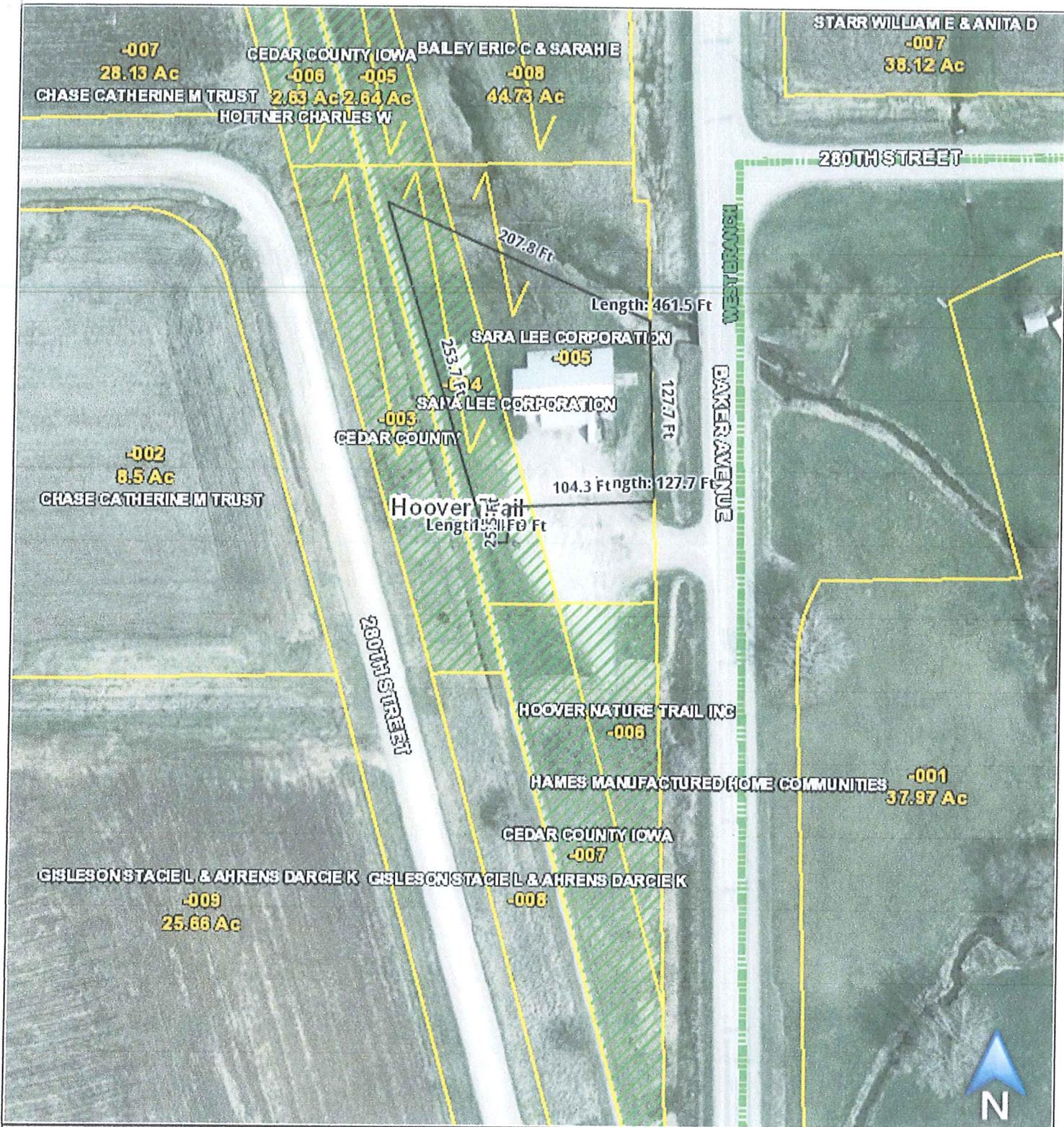
# Cedar County, IA



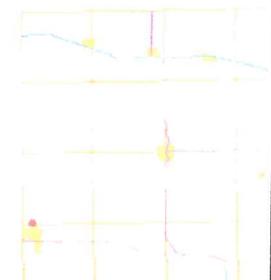
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# Cedar County, IA



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ORDINANCE NO. 705

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 provide consistent signage 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 deleting Title, "TRAFFIC AND VEHICLES", Chapter 65, "STOP OR YIELD REQUIRED", Section 65.03, Moveable Stops in its entirety and replacing the section with the following:

**65.03 MOVEABLE STOPS.** Moveable stop signs shall be provided for placement in front of Herbert Hoover Elementary School on Oliphant Street between the hours of 8:00 a.m. and 5:00 p.m.

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 December, 2012.

First Reading: December 17, 2012  
Second Reading:  
Third Reading:

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Don Kessler, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

# City of West Branch

~A Heritage for Success~

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## Animal Control Commission

December 11, 2012

Dear Members of the City Council:

It has been my pleasure to serve the West Branch Community as a member of the Animal Control Commission. Please accept this letter as my resignation from the Animal Control Commission. I am excited for the new dog park development to take place and expect to be involved as a community volunteer in that process. At this time, I would like to step aside and allow another community member to contribute to the important work of this commission.

Sincerely,



Richard Slach  
Commission Member