



110 N. Poplar Street • PO Box 218 • West Branch, Iowa 52358
(319) 643-5888 • Fax (319) 643-2305 • www.westbranchiowa.org • city@westbranchiowa.org

CITY COUNCIL MEETING AGENDA
Monday, May 1, 2017 • 7:00 p.m.
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda/Consent Agenda/Move to action.
 - a. Approve minutes from the April 17, 2017 City Council Meeting.
 - b. Approve minute from the April 18, 2017 City Council Work Session
 - c. Approve Pay Estimate No. 1 in the amount of \$120,345.08 to All American Concrete, Inc. of West Liberty, IA for work completed on the Main Street Sidewalk – Phase 4 project.
 - d. Approve Change Order No. 1 in the amount of \$3,600.00 to All American Concrete, Inc. of West Liberty, IA for removal and replacement of a storm water intake on Main Street as part of the Main Street Sidewalk - Phase 4 project.
 - e. Approve Pay Estimate No. 7 for \$6,491.35 to Cornerstone Excavating, Inc. of Washington, IA for work completed on the 4th Street Reconstruction project.
 - f. Approve claims.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
 - a. Resolution 1593, adding West Branch Police Department fees to the West Branch Schedule of Fees./Move to action.
 - b. Resolution 1604 approving two agreements with Windstar Lines, Inc. in the amount of \$2,168.00 for transportation related to West Branch Day Camps./Move to action.
 - c. Resolution 1605, approving a Settlement and Termination Agreement with Procter & Gamble Hair Care LLC./Move to action.
 - d. Resolution 1606, amending the City of West Branch Housing Incentive Program./Move to action.
 - e. Resolution 1607, setting salaries for seasonal Parks & Recreation employees./Move to action.
 - f. Resolution 1608, hiring a part-time laborer as a temporary Public Works employee./Move to action.
 - g. Melissa Russell – Hoover’s Hometown Days Special Event Permit
 - h. Erin Morrison-Vincent - Simply Summer Special Event Permit

Mayor: Roger Laughlin • **Council Members:** Jordan Ellyson, Colton Miller, Brian Pierce, Tim Shields, Mary Beth Stevenson
Interim City Administrator: Nick Shimmin • **Fire Chief:** Kevin Stoolman
Parks & Rec Director: Melissa Russell • **Police Chief:** Mike Horihan • **Public Works Director:** Matt Goodale



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- i. Resolution 1609, approving a road closure on Saturday June 3, 2017 from 6:00PM-11:00PM of the 100 Block of West Main St. for Summer Camp sponsored by West Branch Community Development Group./Move to action
 - j. Resolution 1610, approving a professional services agreement with Fehr-Graham Engineering and Environmental, Inc. for design services as part of the West Branch Park Improvements Project at Pedersen Valley for a total fee not-to-exceed \$6,000./Move to action
 - k. Resolution 1611, to fix a date of meeting for a public hearing on amending the current budget for the fiscal year ending June 30, 2017./Move to action.
 - l. Resolution 1612, authorizing an internal advance to the Main Street Sidewalk - Phase 4 Capital Project Fund./Move to action.
 - m. Resolution 1613, approving the display of four Smart Rural Community designation signs to West Branch community entrances./Move to action.
 - n. Resolution 1614, authorizing the transfer of funds./Move to action.
 - o. Nick Shimmin – Preliminary presentation and discussion of new city website
8. City Staff Reports
 - a. Nick Shimmin – Procedure for adoption of a new employee handbook
 - b. Nick Shimmin – City-wide clean-up
 9. Comments from Mayor and Council Members
 10. Adjournment

(The following is a synopsis of the minutes of the West Branch City Council meeting. A video recording is available for inspection on the City of West Branch Website at www.westbranchiowa.org/government/council-videos. The minutes are not approved until the next regularly scheduled City Council meeting.)

**West Branch, Iowa
Council Chambers**

City Council Meeting

**April 17, 2017
7:00 p.m.**

Mayor Roger Laughlin called the West Branch City Council meeting to order at 7:00 p.m. Mayor Laughlin then invited the Council, Staff and members of the audience to stand and led the group in the Pledge of Allegiance. Roll call: Mayor Roger Laughlin was present. Council members: Colton Miller, Mary Beth Stevenson, Tim Shields, Brian Pierce and Jordan Ellyson were present. Laughlin welcomed the audience and the following City staff: Interim City Administrator Nick Shimmin, Deputy City Clerk Leslie Brick, Finance Officer Gordon Edgar, Public Works Director Matt Goodale, Police Chief Mike Horihan and Park & Recreation Director Melissa Russell.

APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION.

Approve minutes from the April 3, 2017 City Council Meeting.

Approve claims.

Mayor Laughlin questioned the purchase of salt from Compass Minerals. Goodale explained that the city has a two year contract to purchase a certain amount each year and stated that although not all salt was not used, the city has to take what is contractually obligated.

Motion by Ellyson, second by Miller to approve agenda/consent agenda items A through B. AYES: Ellyson, Miller, Stevenson, Pierce, Shields. Motion carried.

EXPENDITURES	4/17/2017	
AMAZON	MAINTENANCE SUPPLIES	375.56
BAKER & TAYLOR INC.	BOOKS	506.71
BARRON MOTOR SUPPLY	REPAIR SUPPLIES	48.11
BP AMOCO	VEHICLE FUEL	349.26
CAJ ENTERPRISES INC	LIMEFILL-BASEBALL FIELDS	126.62
COMPASS MINERALS AMERICA I	SALT	3,314.98
DEMCO	MISCELLANEOUS SUPPLIES	1,059.74
DEWEYS JACK & JILL	MAINTENANCE SUPPLIES	2.79
EMERGENCY MEDICAL PRODUCT	MEDICAL SUPPLIES	98.50
FINANCIAL ADJUSTMENT BUREAU	COLLECTION FEE	4.20
GALAXY CLEANING SERVICES	JANITOR SERVICE 03-2017	1,351.17
GIERKE-ROBINSON COMPANY IN	TOOLS	270.85
JOHNSON COUNTY REFUSE INC.	RECYCLING MAR, 2017	3,757.25
KINGDOM GRAPHICS LLC	BANNER	15.00
LINN COUNTY R.E.C.	SIREN @ GREENVIEW	138.00
LYNCH'S PLUMBING INC	SERVICE CALL	68.10
MENARDS	SUPPLIES	15.99
MISCELLANEOUS VENDOR	DIANE HEICK: CERTIFICATION FEES	50.00
NATIONAL PARK SERVICE	NATIONAL PARK SERVICE	7,500.00
OASIS ELECTRIC LLC	REPAIR SERVICE-SOCCER FIELD	129.91
OFFICE EXPRESS	OFFICE SUPPLIES	107.60
OVERDRIVE INC	AUDIOBOOKS/EBOOKS	235.34
PHYSIO-CONTROL INC	MAINTENANCE SUPPLIES	225.00
PITNEY BOWES PURCHASE POWE	LIBRARY-POSTAGE	503.50
PLAY IT AGAIN SPORTS	YOUTH SPORTS SUPPLIES	978.87
PLEASANT VALLEY NURSERY	TREES	250.00
QC ANALYTICAL SERVICES LLC	LAB ANALYSIS	740.00
QUILL CORP	OFFICE SUPPLIES	151.06
REPUBLIC SERVICES	DOCUMENT DESTRUCTION	50.95
RUSSELL, MELISSA	EASTER EGG HUNT SUPPLIES	174.00
SANDY HEICK	TRAINING SERVICES	150.00
SCHIMBERG CO	VALVE BOX	172.70
STATE HYGIENIC LAB	LAB ANALYSIS	25.00
THE LIBRARY STORE INC	CD-DVD STORAGE BINDERS	68.67
TIPTON CONSERVATIVE	TIPTON CONSERVATIVE-SUBSCRIPTI	38.00
TOYNES IA. FIRE TRK.SERV	REPAIR PARTS	205.39
UNIFORM DEN INC.	UNIFORMS	59.40
USA BLUE BOOK	HYDRO-HITCH	2,644.61
WEST BRANCH FORD	VEHICLE REPAIR	24.00
WEST BRANCH REPAIRS	REPAIR PARTS	28.60

WEST BRANCH TIMES	MARCH LEGAL PUB/ADVERTISING	1,409.81
WEX BANK	VEHICLE FUEL	1,234.45
TOTAL		28,659.69
PAID BETWEEN MEETINGS		
CULLIGAN WATER TECHNOLOGIES	WATER SOFTENER SERVICE	35.20
HILL, SHERRY	VIDEO RECORDING SERVICES	200.00
UPS	SEWER SHIPPING	41.89
US BANK EQUIPMENT FINANCE	LIBRARY APRIL COPIER LEASE	59.00
CROELL, INC.	CONCRETE	391.25
ALLIANT ENERGY	UTILITIES	9,034.65
BLUETARP FINANCIAL	DRUM SPILL CONTROL	481.17
COSTCO	SUPPLIES	348.93
F & b COMMUNICATIONS INC	WEB HOSTING	29.95
TOTAL		10,622.04
PAYROLL	4-7-17	37,283.79
GRAND TOTAL EXPENDITURES		76,565.52
FUND TOTALS		
001 GENERAL FUND	38,497.57	
022 CIVIC CENTER	804.55	
031 LIBRARY	8,723.80	
110 ROAD USE TAX	6,464.56	
112 TRUST AND AGENCY	3,995.48	
600 WATER FUND	11,068.55	
610 SEWER FUND	7,011.01	
GRAND TOTAL	76,565.52	

COMMUNICATIONS/OPEN FORUM

Chief Horihan thanked the West Branch Fire Department for their dedication and quick response time to the citizens of West Branch. Horihan also offered a reminder for residents to make sure their homes and businesses were visibly numbered to help law enforcement and emergency personnel in the event for a call for service. Horihan also advised that he had applied for a grant to help cover the cost for a new server for the police department. Unfortunately, he was not awarded the funds, therefore he stated that he did not feel comfortable purchasing the Shield Software previously approved by the Council. Horihan said budget cuts left his department a little short to fund both needs at this time. Horihan said they would continue to use their current software and re-evaluate his budget at the end of FY17.

PUBLIC HEARING/NON-CONSENT AGENDA

Jerry Melick, Liberty Communications – Smart Cities Designation signs.

Melick stated that Liberty Communications had applied for a Smart City designation for West Branch and was granted the award. Melick asked for the city's cooperation in posting signs at the entrances of West Branch to advertise the honor. He also said there were other types of advertising that could be used and that Liberty Communications would foot the bill.

Resolution 1601, approving a temporary water supply agreement with Crestview Nursing and Rehab Center./Move to action.

Shimmin stated the city already had a three-year agreement with Crestview and this new agreement would expire June 30, 2020.

Motion by Miller, second by Pierce to approve Resolution 1601. AYES: Miller, Pierce, Shields, Stevenson, Ellyson. Motion carried.

Resolution 1602, hiring two interns as temporary parks and recreation employees./Move to action.

Russell stated that this is the first year that she has used interns for park programs. Russell said she advertised for the paid positions with the Iowa Parks & Recs and received two qualified and experienced candidates. Both candidates will work with her on the summer programs and she anticipates their start date to be after May 15, 2017.

Motion by Shields, second by Pierce to approve Resolution 1602. AYES: Shields, Pierce, Stevenson, Ellyson, Miller. Motion carried.

Resolution 1603, naming the new city park “Mark Cubby Worrell Park”./Move to action.

Laughlin stated that he thought naming the park after the late Mark Worrell was a great idea since Mayor Worrell was an advocate for the park space. The council discussed the name and suggested revising the park name to “Cubby Park” In Memory of Mark Worrell. The council unanimously agreed on the revised name.

Motion by Ellyson, second by Shields to approve Resolution 1603. AYES: Ellyson, Shields, Miller, Stevenson, Pierce. Motion carried.

CITY STAFF REPORTS

Melissa Russell – Special Event Permit

Russell said that she had received a permit application for the Bear Stampede and noted that no street closures were requested for the run. She also said city staff had reviewed the application and had no issue with approving it. Russell also said she had received an incomplete application from CDG for their spring event. Russell said staff had reviewed the application and had several questions that had yet to be responded to. Ellyson confirmed the date of the event with Russell and that at this time her vote would be ‘no’ due to lack of information and details needed. Shields commented that he felt this last minute planning makes the City look bad.

Melissa Russell – Pedersen Valley Park Space

Russell said the engineer had redesigned the third ball field based on Council comments from the last meeting. The repositioning does eliminate approximately thirty parking spaces to accommodate a full size, permanent field. She also said the redesign would increase the engineering fees by approximately \$6000.00. Council directed Russell to obtain cost estimates for irrigation and lighting for the third field.

Nick Shimmin – Building Incentive Program

Shimmin said the he and Finance Officer Edgar reviewed the incentive program to determine the city’s estimated future liability to eligible participants and that during their review a few questions surfaced. The program is scheduled to sunset on June 30, 2017. Shimmin asked if the Council wanted to continue the program. Shimmin also asked for clarification on when the Council intended the incentive to kick in as the information was not completely clear. Shimmin said that staff recommended at least offering the incentive plan for one more year, but advertising it with an end date. The council discussed that the program seems to be working and decided to extend the program until June 30, 2019. Then at that time, offer one final year advertising that the program will sunset ending June 30, 2020.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Mayor Laughlin offered his suggestions for changes to the redesigned wayfinding signs. He suggested a little more spacing between the subjects and increasing the size of the sign slightly, but overall happy with the look. He also said that a resident asked what the city’s plans were for mowing the city property along Lions Creek. Goodale reported that staff had begun mowing the city’s property this week and would continue to do so each week. Laughlin also mentioned the discussion from a recent flood mitigation meeting held on April 12, 2017 at the fire station with the National Park Service. Studies show that Wapsi Creek East is causing the majority of the flooding due to a pinch point in the stream. Laughlin suggested getting some cost estimates to help correct the problem. As a final note, Laughlin gave an update on current fundraising efforts for Hoover’s Hometown

Days and mentioned the top five sponsors as Nordex USA, Procter & Gamble, Hills Bank, Altorfer and Double C Kennels.

Goodale mentioned that tree planting on Main Street would be occurring on Tuesday, April 25, 2017.

Miller asked Park & Recreation Director Russell to submit a Special Event Permit for Hoover's Hometown Days for approval. He said is other organizations were expected to do so, the city should also.

ADJOURNMENT

Motion to adjourn regular meeting by Shields, second by Ellyson. Motion carried on a voice vote. City Council meeting adjourned at 7:58 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, Deputy City Clerk

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**West Branch, Iowa
Council Chambers**

City Council Work Session

**April 18, 2017
6:00 p.m.**

Mayor Roger Laughlin called the City Council Work Session to order at 6:03 p.m. Roll call: Mayor Roger Laughlin was present. Council members: Colton Miller, Mary Beth Stevenson, Tim Shields and Brian Pierce were present. Jordan Ellyson was absent. Laughlin welcomed the audience and the following City staff: Deputy City Clerk Leslie Brick, Police Chief Mike Horihan, and Library Director Nick Shimmin.

City Administrator Search Process

Pat Callahan, Callahan Municipal Consultants reviewed the city administrator job search timeline and noted that no changes were made to the original schedule. The applicant pool of twenty five candidates will be narrowed down by the review and ranking of the City Council. Council members were given an opportunity on April 18th to review and rank each candidate. The Skype interviews will further narrow down the list. Skype interviews will be held on May 4, 2017 beginning at 6:00 p.m. The finalists will meet with staff on May 19, 2017 with interviews to be held on May 20, 2017.

Callahan is currently developing employment agreement samples that will be provided for council review at a later date. Callahan reiterated the importance of confidentiality of the candidates at this stage of the process and said that some candidates if not all, may request to interview in closed session.

Callahan and the council discussed the applicant pool and Callahan commented that he was familiar with some of the applicants.

ADJOURNMENT

Motion to adjourn the work session by Shields, second by Pierce. Motion carried on a voice vote. City Council Work session adjourned at 6:46 p.m.

Roger Laughlin, Mayor

ATTEST: _____
Leslie Brick, Deputy City Clerk



PAY ESTIMATE NO. 1
MAIN STREET SIDEWALK - PHASE 4
WEST BRANCH, IOWA

April 26, 2017

All American Concrete, Inc.
1489 Highway 6
West Liberty, IA 52776

Contract Amount \$129,149.00
Contract Date April 3, 2017
Pay Period April 10, 2017 - April 22, 2017

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Mobilization	LS	xxxxx	xxxxx	\$ 20,000.00	100%	\$ 20,000.00
1.2	Construction Staking	LS	xxxxx	xxxxx	\$ 3,300.00	100%	\$ 3,300.00
1.3	Traffic Control	LS	xxxxx	xxxxx	\$ 3,200.00	100%	\$ 3,200.00
1.4	Pavement Removal	SY	190	\$ 15.00	\$ 2,850.00	190	\$ 2,850.00
1.5	Sidewalk Removal	SY	217	\$ 15.00	\$ 3,255.00	217	\$ 3,255.00
1.6	Remove PCC Landing Pad	CY	1	\$ 200.00	\$ 200.00	1	\$ 200.00
1.7	Remove PCC Wall	LS	xxxxx	xxxxx	\$ 1,500.00	100%	\$ 1,500.00
1.8	Mill 3" HMA	SY	150	\$ 13.00	\$ 1,950.00	231.11	\$ 3,004.43
1.9	Remove Intake	EA	1	\$ 600.00	\$ 600.00	1	\$ 600.00
1.10	Remove & Reinstall Sign	EA	2	\$ 210.00	\$ 420.00		\$ -
1.11	PCC Curb & Gutter	LF	275	\$ 43.00	\$ 11,825.00	275	\$ 11,825.00
1.12	HMA 1M	Tons	100	\$ 120.00	\$ 12,000.00	99.13	\$ 11,895.60
1.13	6" PCC Sidewalk	SY	184	\$ 80.00	\$ 14,720.00	184	\$ 14,720.00
1.14	PCC Sidewalk Wall	CY	41	\$ 1.00	\$ 41.00	41	\$ 41.00
1.15	PCC Step # 1	CY	7	\$ 1.00	\$ 7.00	7	\$ 7.00
1.16	PCC Step # 2	CY	2	\$ 1.00	\$ 2.00	2	\$ 2.00
1.17	Existing Storm Connections	EA	5	\$ 630.00	\$ 3,150.00	5	\$ 3,150.00
1.18	SW-511	EA	2	\$ 3,400.00	\$ 6,800.00	2	\$ 6,800.00
1.19	SW-511 Minor Modification	EA	1	\$ 900.00	\$ 900.00	1	\$ 900.00
1.20	Manhole Storm SWR-401, 48"	EA	1	\$ 2,100.00	\$ 2,100.00	1	\$ 2,100.00
1.21	Trench Drains	EA	4	\$ 1,100.00	\$ 4,400.00	4	\$ 4,400.00
1.22	Storm Gravity, Trenched RCP 15"	LF	183	\$ 63.00	\$ 11,529.00	183	\$ 11,529.00
1.23	HDPE 6" Pipe	LF	10	\$ 20.00	\$ 200.00	10	\$ 200.00
1.24	Water Service Replacement	EA	4	\$ 3,300.00	\$ 13,200.00	2	\$ 6,600.00
1.25	Modified Subbase	CY	200	\$ 55.00	\$ 11,000.00	200	\$ 11,000.00
Contract Price:					\$ 129,149.00		\$ 123,079.03

SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 129,149.00	\$ 123,079.03
Approved Change Order (list each)	Change Order No. 1	\$ 3,600.00	\$ 3,600.00
	Revised Contract Price	\$ 132,749.00	\$ 126,679.03

Stored
 Total Earned \$ 126,679.03
 Retainage (5%) \$ 6,333.95
 Total Earned Less Retainage \$ 120,345.08

Total Previously Approved (list each)			

Total Previously Approved \$ -
Amount Due This Request \$ 120,345.08

Percent Complete 100%

The amount \$120,345.08 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
All American Concrete, Inc.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
West Branch, Iowa

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: 
 Name: Eric Gould
 Title: Engineer
 Date: April 26, 2017

Signature: _____
 Name: _____
 Title: _____
 Date: _____



April 21, 2017

PAY ESTIMATE NO. 7 (Revised)

4th STREET RECONSTRUCTION

WEST BRANCH, IOWA

Cornerstone Excavating, Inc.
1320 W. Main Street; P.O. Box 928
Washington, IA 52353

Contract Amount \$756,332.50
Contract Date April 4, 2016
Pay Period January 11, 2017 - April 15, 2017

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Clear + Grubb	Unit	10	\$ 200.00	\$ 2,000.00	10	\$ 2,000.00
2	Excavation, CL 10, Rdwy+ Borrow	CY	2,486	\$ 8.25	\$ 20,509.50	2,486	\$ 20,509.50
3	Excavation, CL 10, Unsuit/Unstab Mat'l	CY	3,091	\$ 25.75	\$ 79,593.25	3,091	\$ 79,593.25
4	Excavation, CL 13, Rdwy+ Borrow	CY	565	\$ 8.25	\$ 4,661.25	565	\$ 4,661.25
5	Topsoil, Strip, Salvage + Spread	CY	700	\$ 10.00	\$ 7,000.00	700	\$ 7,000.00
6	Subgrade Stabil Mat'l	SY	239	\$ 14.00	\$ 3,346.00	239	\$ 3,346.00
7	Subgrade Stabil Mat'l, Polymer Grid	SY	239	\$ 3.50	\$ 836.50	239	\$ 836.50
8	Modified Subbase	CY	1,116	\$ 33.50	\$ 37,386.00	1,116	\$ 37,386.00
9	Relocation Of Mail Box	Ea.	13	\$ 250.00	\$ 3,250.00	14	\$ 3,500.00
10	STD/S-F PCC Pav't, CL C CL 3, 7"	SY	3,853	\$ 40.00	\$ 154,120.00	3,853	\$ 154,120.00
11	HMA Comm Mix (Incl Asph Binder)	Ton	176	\$ 103.00	\$ 18,128.00	211.9	\$ 21,825.70
12	Granular Surf On Rd, CL A CR Stone	Ton	280	\$ 19.75	\$ 5,530.00	290.70	\$ 5,741.33
13	Rmvl of Exist Struct	LS	4	\$ 2,000.00	\$ 8,000.00	6	\$ 12,000.00
14	Apron, Conc, 15"	Ea.	2	\$ 875.00	\$ 1,750.00	2	\$ 1,750.00
15	Apron, Conc, 18"	Ea.	2	\$ 1,000.00	\$ 2,000.00	2	\$ 2,000.00
16	Apron, Conc, 42"	Ea.	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
17	Modular Block Retain Wall	SF	50	\$ 50.00	\$ 2,500.00	50	\$ 2,500.00
18	Manhole, San SWR, SW-301, 48"	Ea.	2	\$ 3,200.00	\$ 6,400.00	2	\$ 6,400.00
19	Manhole, Storm SWR, SW-401, 48"	Ea.	1	\$ 3,125.00	\$ 3,125.00	1	\$ 3,125.00
20	MH, Storm SWR, SW-403, Well Only	Ea.	1	\$ 7,800.00	\$ 7,800.00	1	\$ 7,800.00
21	MH, Storm SWR, SW-403, Top Only	Ea.	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
22	Manhole, Storm SWR, SW-404	Ea.	2	\$ 7,800.00	\$ 15,600.00	2	\$ 15,600.00
23	Intake, SW-508	Ea.	6	\$ 4,575.00	\$ 27,450.00	6	\$ 27,450.00
24	Intake, SW-510	Ea.	8	\$ 5,800.00	\$ 46,400.00	8	\$ 46,400.00
25	Intake, SW-512, 24"	Ea.	1	\$ 1,875.00	\$ 1,875.00	1	\$ 1,875.00
26	Intake, SW-513	Ea.	1	\$ 5,600.00	\$ 5,600.00	1	\$ 5,600.00
27	Connection To Exist Intake	Ea.	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
28	Subdrain, Longitudinal, (Shld) 6"	LF	1,470	\$ 9.50	\$ 13,965.00	1,602	\$ 15,219.00
29	Subdrain Outlet, DR-303	Ea.	2	\$ 175.00	\$ 350.00	18	\$ 3,150.00
30	Storm SWR G- Main, Tr, PVC, 8"	LF	58	\$ 39.50	\$ 2,291.00	50	\$ 1,975.00
31	Storm SWR G-Main, Tr, RCP, 12"	LF	130	\$ 46.00	\$ 5,980.00	130	\$ 5,980.00
32	Storm SWR G-Main, Tr, RCP, 15"	LF	346	\$ 48.00	\$ 16,608.00	329	\$ 15,792.00
33	Storm SWR G-Main, Tr, RCP, 18"	LF	421	\$ 50.00	\$ 21,050.00	449	\$ 22,450.00

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
34	Storm SWR G-Main, Tr, RCP, 42"	LF	170	\$ 130.50	\$ 22,185.00	170	\$ 22,185.00
35	Rmv Storm SWR Pipe LE 36"	LF	484	\$ 20.00	\$ 9,680.00	559	\$ 11,180.00
36	Rmv Storm SWR Pipe GT 36"	LF	88	\$ 30.00	\$ 2,640.00	88	\$ 2,640.00
37	San SWR G-Main, Tr, PVC, 8"	LF	195	\$ 41.50	\$ 8,092.50	195	\$ 8,092.50
38	Rmvl of Pav't	SY	1,550	\$ 9.50	\$ 14,725.00	1,550	\$ 14,725.00
39	Rmvl of Sidewalk	SY	52	\$ 7.50	\$ 390.00	52	\$ 390.00
40	Sidewalk, PCC, 4"	SY	527	\$ 35.00	\$ 18,445.00	527	\$ 18,445.00
41	Detectable Warning	SF	80	\$ 36.00	\$ 2,880.00	80	\$ 2,880.00
42	Driveway, PCC, 6"	SY	232	\$ 40.00	\$ 9,280.00	251.5	\$ 10,060.00
43	Driveway, PCC, 7"	SY	1,051	\$ 40.00	\$ 42,040.00	1,098	\$ 43,920.00
44	Rmv + Reinstall Sign	Ea.	6	\$ 200.00	\$ 1,200.00	4	\$ 800.00
45	Construction Survey	LS	1	\$ 10,000.00	\$ 10,000.00	100%	\$ 10,000.00
46	Traffic Control	LS	1	\$ 5,500.00	\$ 5,500.00	100%	\$ 5,500.00
47	Mobilization	LS	1	\$ 48,500.00	\$ 48,500.00	100%	\$ 48,500.00
48	Water Main, Trenched, PVC, 8"	LF	75	\$ 36.50	\$ 2,737.50	36	\$ 1,314.00
49	Fittings By Count, DI, MJ	Ea.	12	\$ 450.00	\$ 5,400.00	10	\$ 4,500.00
50	Valve Box Extension	Ea.	2	\$ 300.00	\$ 600.00	7	\$ 2,100.00
51	Fire Hydrant Assembly, WM-201	Ea.	3	\$ 3,600.00	\$ 10,800.00	3	\$ 10,800.00
52	Seed + Fertilize (Urban)	Acre	1	\$ 4,800.00	\$ 4,800.00	1	\$ 4,800.00
53	Spec. Ditch Control, Wood Excels. Mat	SQ	30	\$ 20.00	\$ 600.00	63.9	\$ 1,278.00
54	Silt Fence	LF	911	\$ 2.00	\$ 1,822.00	620	\$ 1,240.00
55	Rmvl of Silt Fence/Fenc-Ditch Check	LF	911	\$ 0.50	\$ 455.50	310	\$ 155.00
56	Maint of Silt Fenc/Fenc-Ditch Check	LF	911	\$ 0.50	\$ 455.50		\$ -
57	Mobilization, Erosion Control	Ea.	1	\$ 500.00	\$ 500.00	0.5	\$ 250.00
Contract Price:					\$ 756,332.50		\$ 770,840.03

MATERIALS STORED SUMMARY

Description	# of Units	Unit Price	Extended Cost
Total			\$ -

SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 756,332.50	\$ 770,840.03
Approved Change Order (list each)	Change Order No. 1	\$ 5,645.00	\$ 5,645.00
	Change Order No. 2	\$ -	\$ -
	Change Order No. 3 (Revised)	\$ 13,530.59	\$ 13,530.59
	Change Order No. 4	\$ 3,535.50	\$ 3,535.50
	Change Order No. 5	\$ 2,524.44	\$ 2,524.44
	Revised Contract Price	\$ 781,568.03	\$ 796,075.56

Stored
 Total Earned \$ 796,075.56
 Retainage (5%) \$ 39,803.78
 Total Earned Less Retainage \$ 756,271.78

Total Previously Approved (list each)			
	Pay Estimate No. 1	\$ 168,985.52	
	Pay Estimate No. 2	\$ 136,502.89	
	Pay Estimate No. 3	\$ 113,818.09	
	Pay Estimate No. 4 Revised	\$ 251,010.96	
	Pay Estimate No. 5	\$ 46,101.82	
	Pay Estimate No. 6	\$ 33,361.15	

Total Previously Approved \$ 749,780.43
Amount Due This Request \$ 6,491.35

Percent Complete 100%

The amount \$6,491.35 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Cornerstone Excavating, Inc.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
West Branch, Iowa

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: 
 Name: Eric Gould
 Title: Engineer
 Date: April 21, 2017

Signature: _____
 Name: _____
 Title: _____
 Date: _____

RESOLUTION NO. 1593

RESOLUTION ADDING WEST BRANCH POLICE DEPARTMENT FEES TO THE WEST
BRANCH SCHEDULE OF FEES

WHEREAS, the City Council has determined that police department fees should be placed in the West Branch Schedule of Fees; and

WHEREAS, the West Branch Police Department has made recommendations that the listed fees should be added to the West Branch Schedule of Fees; and

WHEREAS, Council has determined that the fees included in this Resolution are appropriate and are reasonably related to the purpose for which such fees are charged.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the City of West Branch Schedule of Fees, attached as "Exhibit A" is approved.

Passed and approved this 1st day of May, 2017.

Roger Laughlin, Mayor

Attest:

Gordon Edgar, Deputy City Clerk

CITY OF WEST BRANCH SCHEDULE OF FEES

NUISANCE ABATEMENT MUNICIPAL INFRACTION FEES

First Offense	\$100
Second Offense	\$250
Each Offense Thereafter	\$500

PARK & RECREATION PROGRAM FEES

Volleyball	\$35
3 rd /4 th Grade Flag Football	\$35
PreK-2 nd Grade Flag Football , with jersey	\$35
PreK-2 nd Grade Flag Football , without jersey	\$20
PreK-2 nd Grade Basketball, with jersey	\$35
PreK-2 nd Grade Basketball, without jersey	\$20
PreK Tball, with jersey	\$35
PreK Tball, without jersey	\$20
PreK Soccer, with jersey	\$35
PreK Soccer, without jersey	\$20

VENDOR FEES

West Branch Resident Nonprofit	\$10
West Branch Commercial Business	\$25
Non-Resident Nonprofit	\$25
Non-Resident Commercial Business	\$50

SITE PLAN FEES

Site Plan Application Fee	\$200 + Actual costs occurred for engineering review
---------------------------	--

PUBLIC FACILITY USER FEES*

Town Hall Hourly Rental	\$10/Hour
Town Hall Daily Rental, no alcohol	\$65/Day
Town Hall Rental (for any period of time), with alcohol	\$100/Day
Refundable Alcohol Deposit (in addition to rental fee)	\$100

*Non-profit organizations are exempt from Town Hall Rental Fees.

EXHIBIT A

WEST BRANCH DOG PARK FEES

Single Day Pass	\$5
One Year Resident Tag	\$15
One Year Non-Resident Tag	\$20
Two Year Resident Tag	\$30
Two Year Non-Resident Tag	\$40
Three Year Resident Tag	\$45
Three Year Non-Resident Tag	\$60
Surcharge for non-spayed or neutered animals	\$5

WEST BRANCH ANIMAL CONTROL FACILITY FEES

Boarding of Impounded Animals	\$15/day
Adoption of Impounded Animal Fee	\$25
Owner Reclamation of Impounded Animal Fee	\$25
Euthanasia and Disposal	\$15
Feline Leukemia and FIV Testing	\$30

WEST BRANCH ANIMAL REGISTRATION FEES

One Year Tag, per animal	\$5
Surcharge for each non-spayed or neutered animal	\$5
Penalty for each late registration (after January 31 st)	\$5

WEST BRANCH MUNICIPAL CEMETERY FEES

Interment, Summer	\$600
Interment, Winter	\$600 plus \$40 for gas if conditions require
Infant	\$150
Ashes	\$125
Saturdays	\$100 extra
Sundays & Holidays	\$200 extra
Disinterment – Cost varies according to size and location:	
Suitcase Type (baby)	\$100
Half-sized Vault (child)	\$175-\$400
Full-sized Vault (adult)	\$400-\$700

EXHIBIT A

WEST BRANCH POLICE DEPARTMENT FEES

Administrative fee records request	\$15
Document redaction (minimum 1 hour)	\$15/hour
Video redaction (outside source)	Actual Cost
USB Storage device	Actual Cost
CD/DVD	\$5
Reserve officer event stand-by (minimum 1 hour)	\$25/hour
Police patrol vehicle stand-by (minimum 1 hour)	\$100/hour

BUILDING PERMIT FEES

<u>Total Valuation</u>	<u>Fee</u>
Up to \$500	\$23.50
\$501 to \$2000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000.
\$2001 to \$25,000	\$69.25 for the first \$2000 plus \$14 for each additional \$1000, or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$391.25 for first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7 for each additional \$1,000, or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$993.75 for first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.
\$500,001 to \$1,000,000	\$3,233.75 for first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000.
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each Additional \$1,000, or fraction thereof.

Other Inspections and Fees

Inspections outside of normal business hours (Minimum charge – two hours)	\$47 per hour
Reinspection fees assessed under provisions of Section 305.8	\$47 per hour
Inspections for which no fee is specifically indicated (Min. charge – 1/2 hour)	\$47 per hour
Additional plan review required by changes, additions and inspections, or both (Minimum charge – 1/2 hour)	\$47 per hour
For use of outside consultants for plan checking and inspections, or both	Actual Costs
Demolition Permit Fee	\$100

Electrical, Mechanical and Plumbing Permit Fees

EXHIBIT A

<u>Dollar Volume of Work</u>	<u>Permit Fee</u>
Up to \$1,500	\$25
\$1,501-\$5,000	\$50
\$5,001-\$25,000	\$75
\$25,001-\$50,000	\$100
\$50,001-\$75,000	\$125
\$75,001-\$100,000	\$150
\$100,001-\$125,000	\$175
Add \$25.00 per every \$25,000 of valuation thereafter	
Fence Permit Fee	\$25

RESOLUTION NO. 1604

RESOLUTION APPROVING TWO AGREEMENTS WITH WINDSTAR LINES, INC. IN THE AMOUNT OF \$2,168.00 FOR TRANSPORTATION RELATED TO WEST BRANCH DAY CAMPS.

WHEREAS, the City's Parks and Recreation Department annually holds day camps for children during the summer; and

WHEREAS, the City's Parks and Recreation Department in 2017 has again planned for two weeks of summer camp; and

WHEREAS, the annual budget for the City's Parks and Recreation Department includes funding two day trips during the summer camps; and

WHEREAS, the first week of summer camp will feature a trip to Adventureland on Friday, July 14, 2017; and

WHEREAS, Windstar Lines, Inc. has submitted a proposed agreement to provide transportation in the amount of \$1,162.00; and

WHEREAS, the second week of summer camp will feature a trip to Fun City in Burlington, IA on Friday, August 18, 2017; and

WHEREAS, Windstar Lines, Inc. has submitted a proposed agreement to provide transportation in the amount of \$1,006.00 for that trip; and

WHEREAS, it is now necessary to approve said agreements.

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

Passed and approved this 1st Day of May, 2017.

Roger Laughlin, Mayor

ATTEST:

Gordon Edgar, Deputy City Clerk

Acceptance

Client ID Client Company Client Ref 1 Client Ref 2	COWB Melissa Russell City of West Branch	Charter ID Movement ID Status Passengers Distance	53850 80104 Provisional 289.3
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First Pick-up Pick-up Date Single Journey Vehicle To Stay	West Branch, IA Fri 7/14/2017 Time 08:00 No Yes	Destination Arrival Date Leave Date Back Date	Altoona, IA Fri 7/14/2017 Time 10:05 Fri 7/14/2017 Time 16:50 Fri 7/14/2017 Time 19:00
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First Pick-up Instructions	Destination Instructions
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Adventureland

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
56	Deluxe 56 Passenger	1	\$1,162.00	0	\$0.00	\$1,162.00
Movement Totals			<u>\$1,162.00</u>		<u>\$0.00</u>	<u>\$1,162.00</u>

Driver Description	Vehicle No	Driver Description	Vehicle No
Motorcoach Operator	1		

The price of this trip is based on the information given at the time of booking. If actual miles or hours exceed the original itinerary, additional charges may apply. A deposit of \$250.00 or 10% of the total charter price, whichever is greater, is due within 21 days of booking. The balance & itinerary are due 21 days before departure. I have checked all the details above and agree they are correct. By signing below, the chartering party agrees to all terms on page one and two of this contract.

Signature		Print Name		Date	
-----------	--	------------	--	------	--

Acceptance

Client ID Client Company Client Ref 1 Client Ref 2	COWB Melissa Russell City of West Branch	Charter ID Movement ID Status Passengers Distance	53851 80105 Provisional 202.4
--	--	---	--

First Pick-up Pick-up Date Single Journey Vehicle To Stay	West Branch, IA Fri 8/18/2017 Time 08:00 No Yes	Destination Arrival Date Leave Date Back Date	Burlington, IA Fri 8/18/2017 Time 09:40 Fri 8/18/2017 Time 15:20 Fri 8/18/2017 Time 17:00
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First Pick-up Instructions	Destination Instructions
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Fun City

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
56	Deluxe 56 Passenger	1	\$1,006.00	0	\$0.00	\$1,006.00
Movement Totals			<u>\$1,006.00</u>		<u>\$0.00</u>	<u>\$1,006.00</u>

Driver Description	Vehicle No	Driver Description	Vehicle No
Motorcoach Operator	1		

The price of this trip is based on the information given at the time of booking. If actual miles or hours exceed the original itinerary, additional charges may apply. A deposit of \$250.00 or 10% of the total charter price, whichever is greater, is due within 21 days of booking. The balance & itinerary are due 21 days before departure. I have checked all the details above and agree they are correct. By signing below, the chartering party agrees to all terms on page one and two of this contract.

Signature		Print Name		Date	
-----------	--	------------	--	------	--

RESOLUTION NO. 1605

RESOLUTION APPROVING A SETTLEMENT AND TERMINATION
AGREEMENT WITH PROCTER & GAMBLE HAIR CARE LLC

WHEREAS, the City of West Branch has previously entered into a Tax Increment Development Agreement dated April 17, 2007 (the "Phase 3 Development Agreement") with Procter & Gamble Hair Care, LLC ("P&G") for certain redevelopment, renovation, and improvements for the "Project" in the "Project Area" as defined in the Development Agreement, and the City of West Branch agreed to provide tax increment payments to P&G; and

WHEREAS, the City of West Branch and P&G have determined it to be in their best interests to terminate the Phase 3 Development Agreement; and

WHEREAS, P&G has reviewed and is in agreement with the Settlement and Termination Agreement; and

WHEREAS, the West Branch City Attorney has reviewed the Settlement and Termination Agreement with P&G for the consideration of the West Branch City Council; and

WHEREAS, it is now necessary to approve said Settlement and Termination Agreement

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned agreement concerning right of first refusal with P&G is hereby approved.

Passed and approved this 1st day of May, 2017.

Roger Laughlin, Mayor

ATTEST:

Gordon Edgar, Deputy City Clerk

SETTLEMENT AND TERMINATION AGREEMENT

THIS SETTLEMENT AND TERMINATION AGREEMENT ("Settlement and Termination Agreement") is entered into by and among the City of West Branch, Iowa (the "City") and Procter & Gamble Hair Care LLC ("P&G") as of the ___ day of April, 2017.

WHEREAS, the City, pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the West Branch Urban Renewal Project Area (the "Urban Renewal Area"); and

WHEREAS, the City has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Increment Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City previously authorized and entered into a Tax Increment Development Agreement dated April 17, 2007 (the "Phase 3 Development Agreement") attached hereto as Exhibit A with P&G, pursuant to which P&G agreed to undertake certain redevelopment, renovation and improvements for the "Project" in a "Project Area" (each as defined in the Development Agreement), and the City agreed to provide tax increment payments to P&G; and

WHEREAS, the City and P&G have determined it to be in their mutual best interests to settle and terminate the Phase 3 Development Agreement; and

WHEREAS, this Settlement and Termination Agreement has been prepared to provide for the final termination of the Phase 3 Development Agreement and to set forth conditions precedent to such termination;

NOW, THEREFORE, the parties hereto, intending to be legally bound, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. In consideration for the releases as set forth herein, the Phase 3 Development Agreement shall terminate effective on July 1, 2018 (the "Termination Date").
2. The City and P&G hereby each mutually release and discharge each other from any ongoing obligations and liabilities under the Phase 3 Development Agreement as of and after the Termination Date. The City and P&G also hereby each mutually release and discharge each other from any and all claims, liabilities, obligations, demands or causes of action, known or unknown, fixed or contingent, existing as of the Termination Date, which they may have or claim to have against one another for breach of contract based on the Phase 3 Development Agreement or by virtue of any other legal or equitable claim or theory arising out of, relating

to or accruing from the Phase 3 Development Agreement. The releases and discharges contemplated herein shall not apply to a breach of this Settlement and Termination Agreement.

3. This Settlement and Termination Agreement constitutes the entire understanding of the parties hereto with respect to the obligations contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. No representations, warranties, undertakings or promises, whether oral, implied, written or otherwise, have been made by any party to the other unless expressly stated in this Settlement and Termination Agreement or unless mutually agreed to in writing between the parties thereto after the date hereof, and no party has relied upon any verbal representations, agreements or understandings not expressly set forth herein.
4. This Settlement and Termination Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one in the same. This Settlement and Termination Agreement shall be deemed fully executed and effective when all parties have executed at least one of the counterparts, even though no single counterpart bears all such signatures.
5. Facsimile copies of this Settlement and Termination Agreement and the signatures hereto may be used with the same force and effect as the original.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement and Termination Agreement as of the date first written above.

CITY OF WEST BRANCH, IOWA, an Iowa
municipal corporation

By _____
Mayor

Attest:

By _____
City Clerk

PROCTER & GAMBLE HAIR CARE LLC

By  _____

BRIAN K. GANKE
ASSOCIATE DIRECTOR

Exhibit A

[Attach Phase 3 Development Agreement]



Book 856 Page 11-18

Document 2007 3030 Pages 8
Date 8/02/2007 Time 10:14:43AM
Rec Amt \$42.00

pd

CHARLINE L THUMM, RECORDER
CEDAR COUNTY IOWA

TAX INCREMENT DEVELOPMENT AGREEMENT
Recorder's Cover Sheet

Preparer Information:

Bruce D. Goddard, 103 E. College St. #311, Iowa City, (319) 338-0304

Taxpayer Information:

Procter & Gamble, Tax Division, P.O. Box 599, Cincinnati, OH 45201

Return Address

City of West Branch, P.O.B. 218, West Branch, Iowa 52358

Grantors:

City of West Branch

Grantees:

Procter & Gamble Hair Care LLC

Legal Description: See Exhibit A, attached hereto

Document or instrument number if applicable:

BOOK 856 PAGE 11

**TAX INCREMENT DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF WEST BRANCH, IOWA
AND
PROCTER AND GAMBLE HAIR CARE, L.L.C.**

WHEREAS, the City of West Branch, Iowa, and Procter and Gamble Hair Care, L.L.C. did enter into a tax increment development agreement on April 17th, 2007, and the parties have since that time discovered that said agreement contained certain errors relating to incremental tax rebates and tax exemptions, and the parties now wish to correct said errors, said agreement is hereby rescinded, and in lieu thereof, the parties agree to the following:

The City of West Branch, Iowa, (hereinafter "City") has been presented with a proposal for an urban renewal project (hereinafter "Project") to be undertaken by Procter and Gamble Hair Care, L.L.C. (hereinafter "P & G") on property described on the attached Exhibit A (hereinafter "Project Area"). The Project Area is located in the West Branch Urban Renewal Project Area (hereinafter "Urban Renewal Area") which has been determined to be classified as an economic development area and for which the West Branch Urban Renewal Project Area Plan (hereinafter "Plan") has been adopted.

The City has also adopted Ordinance No. 421, Ordinance No. 465, and Ordinance No. 556, under which incremental tax revenues from the Urban Renewal Area are divided with a portion going into the Urban Renewal Tax Increment Fund of the City pursuant to Iowa Code Section 403.19.

P & G intends to expand its business and to thereby generate employment opportunities within West Branch's Urban Renewal Area.

Under the terms of the proposal, P & G will undertake the Project consisting of certain improvements as set forth in Section II (hereinafter "Minimum Improvements") to be completed in the Project Area by P & G, and will create approximately 50 new full-time jobs in a period of not to exceed five years commencing January 1, 2007, if the City will agree to assist the Project by rebating to P & G, for a period two years, incremental property taxes actually paid with respect to the Minimum Improvements and received under Iowa Code Section 403.19 by the City (hereinafter "City Contribution") and if the City will agree to property tax abatement. The two-year rebate period shall begin with the tax year in which property taxes are paid on the completed value of the Minimum Improvements. The property tax abatement shall occur as set forth below. In addition, the City agrees to exempt the Minimum Improvements for property tax exemption in the following years three through ten, as set forth below.

The City has determined that the Project is consistent with the objectives of the Plan for the Urban Renewal Area and that development of the Project Area and the Urban Renewal Area by

construction of the Minimum Improvements is in the vital and best interests of the City. The City has further found that the use of City funds to finance the City Contribution is in accord with the provisions of the applicable laws under which the Project will be undertaken, including, but not limited to, Iowa Code Chapters 15A and 403.

Now, therefore, the City and P & G, in consideration of the promises and mutual obligations set forth in the Development Agreement (hereinafter "Agreement"), agree and covenant as follows:

SECTION I

1. P & G will cause the Minimum Improvements to be constructed in the Project Area in accordance with the terms of this Agreement, the Plan and all local, state and federal laws and regulations. The Minimum Improvements shall include:

- a. A capital investment of at least \$15,000,000.
- b. Provision and payment of at least 80 percent of the cost of a standard medical and dental insurance plan for all full-time employees working at the facilities in which the new investment will occur.
- c. The creation of approximately 50 new, full-time jobs within a period of not to exceed five (5) years.
- d. Payment of a median wage for the 50 new, full-time, hourly, non-management production jobs of at least \$12.00 per hour.
- e. Provision of a retirement/pension plan of the 401(k) type to all full-time employees.
- f. Provision of a productivity and safety improvement plan.
- g. Annual investment of no less than one percent of the business' new Iowa facility's pretax profits in worker training and skills enhancement.

2. The Minimum Improvements shall be completed as of January 1, 2007.

3. P & G will own the Minimum Improvements and agrees to pay, when due, all real property taxes and assessments payable with respect to the Minimum Improvement.

4. P & G agrees to indemnify, defend and hold harmless the City from any claim arising out of or connected with the Project Area, and agrees to maintain and provide proof of property insurance against loss or damage to the Project Area in amounts sufficient to replace the Minimum Improvements.

5. P & G acknowledges that they may be eligible for certain property tax abatement benefits under Iowa Law, including, but not limited to, those provided under Iowa Code Chapter 427B and 15, and agrees that they will not file an application for any such abatement for which they are, or may in the future become, eligible with respect to the Project Area until the first five years after which the rebate described in Section II has expired.

6. P & G has the power to enter into the Agreement without violation of their articles of incorporation, bylaws, other charter documents or any other contract instrument or agreement to which they are a party.

7. P & G is not in violation of any local, state or federal environmental law or regulation at the Project Area and is not aware of any pending or threatened claim against them with respect to such laws.

SECTION II

1. The City agrees to assist in the Project by rebating to P & G, or its successor in interest with written consent of the City, incremental taxes actually paid with respect to the Minimum Improvements and received under Iowa Code Chapter 403.19 by the City, for a period of two years beginning with the tax year in which property taxes on the completed value of the Minimum Improvements are first paid. Except for certification of the City Contribution for reimbursement under Iowa Code Section 403.19 and except for the property tax abatements as set forth in Section III, this shall be the only consideration given by the City in connection with this Agreement. The rebate shall be paid to P & G on the first working day in July of the fiscal year following the fiscal year such incremental taxes are paid.

The rebate shall not constitute general obligations of the City, but shall be paid solely from the incremental property taxes received by the City from the Cedar County Treasurer that are attributable to the Property.

Each rebate payment shall be subject to annual appropriation of the City Council. Prior to December 1st of each year during the term of this agreement, beginning December 1, 2007, the City Council shall consider the issue of obligating for appropriation to the funding of the payments due in the following fiscal year, an amount of tax increment revenues to be collected in the following fiscal year.

2. To effectuate this commitment, the City agrees to annually certify under Section 403.19 to the Cedar County Auditor no later than December 1 of each year. If the City fails to certify as set out above, no rebate shall be paid for said year and the remaining rebate schedule shall be extended by one year so as to allow two full years of rebates under this Agreement. In any given year in which incremental taxes actually paid with respect to the Minimum Improvements cannot be paid to P & G because of a change in state law, the rebate shall be limited to the amount that can be legally rebated to P & G due to said change in law.

SECTION III

1. The City agrees to allow for a schedule of exemption from property taxes under Chapter 15A and 403 of the Iowa Code. The value added by the Minimum Improvements from the time the

improvements are first assessed as follows:

Year 1:	No exemption under Iowa Code Section 15.332
Year 2:	No exemption under Iowa Code Section 15.332
Year 3:	95% exemption under Iowa Code Section 15.332
Year 4:	85% exemption under Iowa Code Section 15.332
Year 5:	75% exemption under Iowa Code Section 15.332
Year 6:	65% exemption under Iowa Code Section 15.332
Year 7:	55% exemption under Iowa Code Section 15.332
Year 8:	45% exemption under Iowa Code Section 15.332
Year 9:	35% exemption under Iowa Code Section 15.332
Year 10:	25% exemption under Iowa Code Section 15.332

SECTION IV

1. If P & G breaches any term of this Agreement and said breach is not cured within 30 days after written notice, the City shall have the right to cancel this Agreement, suspend performance, take any legal or administrative action deemed appropriate to obtain a refund of its consideration paid under Sections II and III, and to recover damages under this Agreement, all costs of collection, including reasonable attorney fees, or seek any combination of these remedies.
2. If the City breaches its Agreement to provide the contribution to development of the Project as set forth herein and fails to cure said breach within 30 days after written notice to the City Clerk, P & G shall have the right to terminate this Agreement or take any legal or administrative action deemed appropriate to recover damages or enforce the City's performance obligations under this Agreement.

SECTION V

1. This Agreement shall be governed and construed under the laws of the State of Iowa.
2. This Agreement and Exhibits herein referenced shall constitute the entire contract between the City and P & G, and supersedes all other written and oral agreements, discussions and negotiations. The terms of this Agreement may not be amended except in writing by agreement of the parties.
3. The rights and obligations in this Agreement shall be binding upon and inure to the successors in interest of P & G and any subsequent owner of the Project Area, except no other person or entity shall be entitled to receive the rebates or exemptions provided herein without written approval of the City.

DATED this 16th day of July, 2007.

said instrument to be the voluntary act and deed of said (corporation or association) by it voluntarily executed.

Isele V. Bertsch
NOTARY PUBLIC



ISELA V. BERTSCH
Notary Public, State of Ohio
My Commission Expires 08-14-11

EXHIBIT A

The Northwest Quarter NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa; the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa; the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 17, Township 79 North, Range 4, West of the 5th P.M., Cedar County, Iowa; and the North Sixty (60) acres in the South Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section 17, Township 79 North, Range 4 West of the 5th P.M., Cedar County, Iowa.

RESOLUTION 1607

A RESOLUTION SETTING SALARIES FOR SEASONAL PARKS & RECREATION EMPLOYEES OF THE CITY OF WEST BRANCH, IOWA FOR THE FISCAL YEAR 2016-2017.

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

Section 1. The following positions named shall be paid the salaries or hourly wages indicated and the Deputy City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, semi-monthly, and make such contributions to Social Security or other purposes as required by law or authorization of the Council:

Position	Title	Hourly Wage	Basic Hours
Part-Time Seasonal Employee	Summer League Umpire	up to \$27.50/game	Temporary
Part-Time Seasonal Employee	Flag Football Referee	up to \$15.00/game	Temporary
Part-Time Seasonal Employee	Volleyball Referee	up to \$10.00/game	Temporary

SECTION 2. The employees are subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 3. This resolution will be effective upon final passage of the City Council.

Passed and Approved this 1st Day of May, 2017.

Roger Laughlin, Mayor

ATTEST:

Gordon Edgar, Deputy City Clerk

RESOLUTION NO. 1608

A RESOLUTION HIRING A PART-TIME LABORER AS TEMPORARY PUBLIC WORKS EMPLOYEE FOR THE CITY OF WEST BRANCH, IOWA AND SETTING THE SALARY FOR THE POSITION FOR FISCAL YEAR 2016-2017.

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

Section 1. That the City of West Branch, Iowa will hire Mike Gade as a public works laborer.

Section 2. The following persons and positions named shall be paid the hourly wage indicated and the Deputy City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the Council:

Position	Name	Wage	Basic Hours
Part-Time Laborer	Mike Gade	\$13.00/hour	Temporary

SECTION 3. The above named employee is subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 4. This resolution will be effective upon final passage of the City Council.

SECTION 5. The hourly wage established in this resolution shall be effective upon final passage of the City Council.

Passed and Approved this 1st Day of May, 2017.

Roger Laughlin, Mayor

ATTEST:

Gordon Edgar, Deputy City Clerk



Special Event Permit Application

Event Title/Name: _____

Event Organization: _____ Phone: _____

Organization Address: _____ Tax ID #: _____

City: _____ State: _____ Zip Code: _____

Event Website: _____ Event Email: _____

Event Coordinator Name and Title: _____

Event Coordinator Email: _____

Event Coordinator Cell Number: _____

Event Coordinator Address: _____

City: _____ State: _____ Zip Code: _____

Description of Event: _____

Requested Location(s) -All city facilities will also need to be reserved using the Facility Request Form. If there is a request to shut down a street, a traffic control plan including detour route drawing needs to be submitted.

Event set up will begin: <small>(date, day of the week and time)</small>	Event will begin: <small>(date, day of the week, and time)</small>	Event will end: <small>(date, day of the week, and time)</small>	Removal and clean-up will be completed: <small>(date, day of the week, and time)</small>

Maximum Number of Participants: _____ Maximum Number of Vehicles: _____

Will there be an admission fee? _____ What is the admission fee? _____

Will food be sold? _____ Organizers are responsible for making sure vendors have secured the appropriate permits.

Will alcohol be permitted or sold? _____ Organizers are responsible for insuring all permits have been obtained and all laws and regulations are followed.

Has all approval from non-city agencies (such as NPS, Johnson County, Cedar County, WBCSD) been granted? ___
Please list other agencies involved. _____

Traffic Control Plan (please attach diagram): _____



Public Notification Plan: _____

Amplified Sound/Noise Plan: _____

Site Plan/Race Course Map (please attach diagram): _____

Security Plan: _____

Restoration Plan: _____

Trash Management Plan: _____

Restroom Plan: _____

Signs/Banner Plan: _____

Insurance policy: _____

Signature: _____ Date: _____

*****By signing this form, you are agreeing that you have read the attached guidelines and agree with each as stated.**

Return completed form to: West Branch City Office, PO Box 218 or 110 N. Poplar St., West Branch, IA 52358.

Please contact Parks and Recreation Director Melissa Russell with any questions 319-930-0393 or melissa@westbranchiowa.org.

Hoover's Hometown Days Vendor Application
August 5, 2017
City of West Branch Iowa
PO Box 218
West Branch, IA 52358

Applicant Information

Organization Name: _____

Contact Name: _____

Email: _____

Phone: _____

Website: _____

Address: _____

City: _____

State: _____

ZIP Code: _____

Please give exact dimensions of the area required for you space.
 Areas are 10x10 unless otherwise requested

Do you plan to sell items? Yes _____ No _____

Iowa Permanent or Temporary Food License Must complete

Permanent or temporary Iowa Food licenses number # _____

Is your organization Sales Tax exempt? Yes _____ No _____

Entry Fee

Please list electrical requirements. For example 120v, 20-25 amp service.

West Branch Resident Non Profit Vendor Fee- \$10.00

West Branch Commercial Business fee- \$ 25.00

Non West Branch Non Profit Vendor Fee - \$25.00

Non West Branch County Commercial Vendor Fee- \$50.00

Cash and checks will be accepted. All returned checks are subject to a \$30.00 return check fee.

I would like to be considered for the Historic Site. There is no fee for vendors approved to be in Herbert Hoover National Park, however sites are extremely limited and will not be provided with electricity. Vendors not approved for the Historic Site will be offered a location on Main Street for a fee as indicated in the fee structure above. Yes _____ No _____

Agreement

General Release and Acceptance of Rules- The City of West Branch does not carry insurance to cover theft, loss, or damage to your exhibit or personal property, or against personal injury to you or your helpers. **You are required to obtain your own insurance and provide a sale tax license number.** The undersigned agrees to and releases all parties named above from any damages to personal property of personal injury which he/she, or helpers may sustain while participating in the festival. You agree to the use of images of you and your exhibit by all parties named above for promotional purposes in print and on their websites. I have understood the requirements for the participation in the festival. I agree to abide by the rules and policies.

Applicant Signature: _____ Title: _____ Date: _____

Please Print Name: _____

Fee Paid: _____

Please complete and return by June 1st, 2017 deadline to: West Branch City Office, PO Box 218, West Branch, IA 52358.

For more information please contact West Branch City Office at 319-643-5888 or Melissa Russell at 319-930-0393.

Sexton Construction	Jerry Sexton	19 Greenview Drive	West Branch	IA	52358
Lynch's Excavating	Larry Lynch	1967 Baker Ave.	West Branch	IA	52358
Noel Automotive Repair	Keith Noel	740 Industrial Dr	West Branch	IA	52358
Red Buffalo Tree Service	David McIlrath	PO Box 370	West Branch	IA	52358
K & S Heating & Air	Kevin Stout	77 310th	West Branch	IA	52358
Croell Redi-Mix		PO Box 430	Hampton	IA	50609
Anita Starr DDS	Anita Starr	112 W Main St	West Branch	IA	52358
Dental Office of West Branch	Gerald Monsrud	418 E Main St	West Branch	IA	52358
Fulwider Agency	Steven Grace	101 W Main St	West Branch	IA	52358
Groom Station	Amy Lynch	1437 Echo Ave.	West Branch	IA	52358
Guys 'n Gals	Chris Zinkula	205 E Main St	West Branch	IA	52358
Shear Creations	Cindy Braun	103 E Main St	West Branch	IA	52358
Little Lights	Erin Morrison-Vincent		West Branch	IA	52358
Springdale Insurance Agency	Robyn Hunter	PO Box 167	West Branch	IA	52358
Staker Health Center	Shane Staker	PO Box 459	Eldridge	IA	52748
West Branch & Tipton Roofing	Phil Rushton	323 E College St.	West Branch	IA	52358
Cargill Animal Nutrition	Scott Harold	2651 Crosspark Road	West Branch	IA	52358
Balloon House		705 Industrial Drive	Coralville	IA	52241
Barron Motor Supply		PO Box 207	West Branch	IA	52358
Beautiful Land Products	Elaine Lande	360 Cookson Dr	West Branch	IA	52358
Brick Arch Winery		116 W Main St	West Branch	IA	52358
Brown's West Branch	Tami Urmie	205 Tidewater Dr	West Branch	IA	52358
Cotton Creek Mill	Faye Kooman	108 W Main St	West Branch	IA	52358
Dewey's Jack & Jill	Mike Jones	115 E Main St	West Branch	IA	52358
Down Under	Teri Hazelwood		West Branch	IA	52358
Herb n' Lou's Ltd.	Donna Zender	PO Box 32	West Branch	IA	52358
It's New Once Again			West Branch	IA	52358
Kingdom Graphics	Lou Picek	107 N Downey	West Branch	IA	52358
Main Street Antiques & Art	Kevin O'Brien	110 W Main St	West Branch	IA	52358
McDonald's of West Branch		105 5th St.	West Branch	IA	52358
Mexico Lindo			Coralville	IA	52241
Parkside Service	Dave Hosier	219 E Main St	West Branch	IA	52358
Presidential Motors	Antony Nopoulos	209 E Main St	West Branch	IA	52358
Red Barn Market		5475 Herbert Hoover Hwy NE	West Branch	IA	52358
Reid's Beans	Jonathan Blundall	106 E Main St	West Branch	IA	52358
Tidewater Direct	Andy Petersen	1 Tidewater Dr.	West Branch	IA	52358
West Branch Emporium		1122 Hampton Ct	West Branch	IA	52358
Henderson-Barker Funeral Home	Scott Henderson	PO Box 46	West Branch	IA	52358
Presidential Inn / Days Inn		711 S Downey St.	Iowa City	IA	52240
Mercy Family Medicine of West Branch	Dr. Brad Heithoff	206 Cookson Dr	West Liberty	IA	52776
West Branch Early Learning Center	Dea Hoeme	400 W Orange St	West Branch	IA	52358
Alliant Energy	Jason Sausser	105 Kraiburg Blvd.	West Branch	IA	52358
Linn Co. REC		PO Box 69	West Branch	IA	52358
Mediacom	Lee Grassley	546 Southgate Ave.	Lisbon	IA	52253
			Marion	IA	52302
			Iowa City	IA	52240

Timeline Planning

Date	Activity	Status	Responsibility / Set-up time	Time	Location
November / December					
	Determine theme for the Event	Complete	Pete		
	Book entertainment for Main Street Stage	Complete	Melissa		
	Book fireworks vendor	Complete	Matt		
	File NPS Fireworks permit	In Progress	Matt		
	Book inflatables vendor	Complete	Becky		
	Send 'Save the Date' information to Main Street vendors	Complete	Melissa		
	Book entertainment for the Gazebo	Complete	Melissa		
	Book entertainment for Hoover Stage	Complete	Pete		
	Book entertainment for Fire Station	Complete	Kevin Stoolman		
January					
HHTD Meeting 11:00 am					
	Obtain vendor contracts and give to Finance Officer	In Progress	Melissa		
	Finalize Main Street Stage entertainment	Complete	Melissa		
	Finalize Hoover Stage entertainment	Complete	Pete		
	Finalize Gazebo entertainment	Complete	Melissa		
February					
HHTD Meeting 11:00 am					
	Create tentative Schedule of Events	Complete	Nick		
March					
HHTD Meeting 11:00 am					
	Create and mail fundraising letters	Complete	Leslie		
	Open online vendor registration	Complete	Nick		
April					
HHTD Meeting 11:00 am					
	Open online parade registration	Complete	Nick		
	Order sound system for Parade stage		TBD		
	Book generator for the Event		Public Works		
May					
HHTD Meeting 11:00 am					
	Send 1st round Thank You letters to sponsors	Complete	Leslie	May 1st	
	Assign sponsorship to activities	In Progress	Leslie	May 31st	
	Request alcohol permit for Fire Department		Leslie	May 31st	
	All information (from businesses) for schedule of events due		CDG	May 31st	
	Make updates to Schedule of Events, sponsorships, etc		Nick	May 31st	
	Send Schedule of Events to committee for peer review		All	May 31st	
June					
HHTD Meeting 11:00 am					
	Advertise for additional fundraising - as needed		Leslie	May thru mid-June	WB Times, HHTD website
	Take Main Street banner to Zephyr's for new dates		Leslie	by June 1st - allow 2 days	Coralville
	Send 2nd round Thank You letters to sponsors		Leslie	by June 30th	
	Install Main Street banner		Oasis / Public Works	by June 15th	Main Street
	Finalize HHTD schedule of events		Nick	June 1st	
	Order posters and schedule of events		Nick	TBD - allow 2 weeks	
	Place ads in WB Times for HHTD event		Nick	Run 5 weeks prior to event start	
	Close online vendor registration		Nick	June 1st	
	Radio Advertising begins		Melissa		Not in budget for 2017
July					
HHTD Meeting					
	Order Volunteer tshirts		Becky	11:00 a.m. allow 2 weeks	

Timeline Planning

Date	Activity	Status	Responsibility / Set-up time	Time	Location
	Schedule volunteer meetings - assign tasks		Becky	TBD	
	Distribute volunteer t-shirts		Becky	TBD	
	Finalize Main Street Vendor map		Melissa	TBD	
	Order new sponsor list for sign (take 4x4 sign) - Zephyr's		Leslie / PW	by July 15th - allow 1 week	Coralville
	Order Inflatables sponsor poster		Leslie	allow 1 week	Coralville
	Distribute HHTD Posters & Schedules		Leslie / volunteer	by July 15th	to local businesses & all sponsors
	Create checks for vendors		Gordon	TBD	
	Close online parade registration		Nick	July 31st	
August	HHTD Meeting			11:00 a.m.	
	Place 4x4 sponsor sign at Town Hall		Public Works	Week of event	Town Hall
	Pick up generator from XXXX		Public Works	Day of event	Cedar Rapids ??
Friday, Aug 5th	Set up begins		All	8:00 a.m.	
Set up	Street Closures		Public Works / PD	9:00 a.m.	N Downey St to Green St
	Coralville Showcase Stage (Hoover Stage) & hang stage sign		Public Works & Coralville	will be delivered and setup in a.m.	Village Green
	Delivery of Golf Carts to Public Works		Public Works & Melissa	anytime	Public Works
	Delivery and placing of Port o Potties		Melissa	before event starts	Various
	Distribute trash & recycling containers		Public Works	before event starts	Various
	Pick up generators for vendors		Public Works	anytime	Heritage Square
	Post No Parking Signs		Public Works & PD		
Saturday, Aug 6th	Set up		Public Works / PD	5:00 a.m.	Various
	Golf Carts to Town Hall for pick-up		Public Works	6:30 a.m.	Town Hall
	Dining & Beer Tent setup/ fill water barrels		PW / firefighters	7:00 a.m.	N Downey St
	Table & Chairs from Methodist Church		Public Works	8:00 a.m. - 5:00 p.m.	Methodist Church to Tents
	Vendor Set up		Melissa	before 10:00 a.m.	Main Street & NPS
	Main Street Stage Set up & hang stage sign		Public Works / Nick	8:00 a.m.	Main Street
	Setup sound system for parade on Hoover Stage		Nick	8:00 a.m.	Main Street Stage
	First Aid, Cooling station & Information		Becky / Melissa	11:00 - 5:00 p.m.	Town Hall
	Set up chairs Hoover Stage		NPS	11:00 a.m.	NPS & Hoover Stage
	Monitor trash & recycling		Public Works	as needed	Various
	Golf cart shuttle service		Melissa	11:00 a.m. - ????	event site
	Cone off area for Pony Rides		Public Works	after parade	In front of Winery
August 8th - 12th	Return generator to xxxxxxx		Public Works		
	Return chairs to xxxxxxxx		Public Works		
	Remove banner from Main Street		Oasis / Public Works		
	Pick up garbage and recycling containers & dispose		Public Works		
	Collect all signage & banners and return to City Office		Public Works		
September 7th	HHTD Meeting 11:00 am				
	Wrap-up meeting with Committee				

Potential Hoover's Hometown Days Sponsors 2017

COMPANY	ATTN	ADDR	ADDR2	CITY	ST	ZIP
Altorfer	Scott Lloyd	9670 Tabor Rd.		Clinton	IL	61727
Procter & Gamble	Cheryl Fisher	602 Fawcett Dr.	PO Box 517	West Branch	IA	52358
Hills Bank & Trust Company	Amanda Arn	PO Box 160		Hills	IA	52235
West Branch Lions Club	Ed Larew	PO Box 63		West Branch	IA	52358
Heartland Express	Julie Durr / Tood Trimble	901 N Kansas Ave		North Liberty	IA	52317
River Products Company Inc	Matthew Banning	1205 1st Ave		Coralville	IA	52241
Insurance Associates	Kyle Austen	44 Sturgis Dr	PO Box 150	Iowa City	IA	52244
Union	Jean M. Knepper	PO Box 800		North Liberty	IA	52317
US Bank	Ed Larew	PO Box 518		West Branch	IA	52358
Community State Bank	Dave Schechinger	PO Box 668		West Branch	IA	52358
Veenstra & Kimm	Susan Kinsey, President	860 22nd Ave. Ste. 4		Coralville	IA	52241
Rumnells Farms Inc.		9121 Southmont Cove Unit #105		Ft. Myers	FL	33908
Barnhart's Custom Services	Bruce Barnhart	PO Box 36		West Branch	IA	52358
Double C Kennels LLC	Carla Friis	609 Sullivan St	PO Box 456	West Branch	IA	52358
Plastic Products	Jane Gall	30355 Akerson St.		Lindstrom	M	55045
Liberty Communications	Sandee Buysse-Baker	413 N Calhoun St.		West Liberty	IA	52776
S & S Flatwork	Brett Stout	378 250th		West Branch	IA	52358
Cornerstone Real Estate	Helen & Ken Fawcett	109 E Main St	PO Box 807	West Branch	IA	52358
Casey's General Store	Michelle Rogness	via online request	PO Box 249	West Branch	IA	52358
Crestview Care Initiatives	Cheryl Mercer	451 W Orange St.	www.caseys.com/charitable_giving	West Branch	IA	52358
Hames Homes	Troy or Curt Hames	640 Marion Blvd.		Marion	IA	52302
Lodge Farms	Mike Lodge	52315th Street		West Branch	IA	52358
Lynch's Plumbing	Wayne & Steve Lynch	115 S 2nd St,		West Branch	IA	52358
Main Street Sweets	Steven Grace	134 Scott Drive		West Branch	IA	52358
WB Masonic Lodge #381	Ray Slach	5693 420th St. SE	PO Box 458	West Branch	IA	52358
Memorials By Michel		202 Windflower Ln		Solon	IA	52333
Municipal Supply	Dan Ashworth	1550 51st Ave. NE		Des Moines	IA	50313
Speer Financial	Maggie Burger	531 Commercial St. Ste. 608		Waterloo	IA	50701
Rindy Inc	Ed Rinderspacher	1476 Baker Ave		West Branch	IA	52358
Seydel Construction	Lyle Seydel	2871 Heinz Rd Ste. B		Iowa City	IA	52240
Family Pet Vet Clinic	Dr. Jennifer Duster	620 Division St		West Branch	IA	52358
West Branch Animal Clinic	Dr. Alan Beyer	508 N 4th St		West Branch	IA	52358
West Branch Ford	Brad Larsen	PO Box 516		West Branch	IA	52358
BP Amoco/Quinzos	Jay Patel	PO Box 38		West Branch	IA	52358
All American Concrete	Jennifer Rice	1331 Grand Ave. Station 3W100		West Liberty	IA	52776
Wellmark Blue Cross & Blue Shield	Dale Slach	386 230th		Des Moines	IA	50309
Dale Slach Farms	Chris Kofoed	PO Box 698		West Branch	IA	52358
KLM	Ray Slach	5693 420th St SE		West Branch	IA	52358
Ray Slach Farms				West Branch	IA	52358



**CEDAR RAPIDS
MUNICIPAL BAND**

www.crmuniband.org

2721 Franklin Avenue NE
Cedar Rapids, IA 52402

**CEDAR RAPIDS
BAND COMMISSION**

Robert Sadilek,
Chairman
Janice Cummings
Scott Haney
Jared Hills
Susan Miller
Amy Sams
Robert Sternowski

Steve Shanley,
Music Director

Scott Haney,
Business Manager

Heidi Haney,
Personnel Manager

Amy Sams,
Librarian

Larry Klima,
Drayage

Justin Comer,
Sound

Robert Scott Haney
Business Manager
2721 Franklin Ave NE
Cedar Rapids, IA
319-431-9649 cell

Contract with City of West Branch 2017

Nick Shimmin
PO Box 460
West Branch, IA 52358

Performance Date: Hoover's Hometown Days – August 5, 2017

Hoover's Hometown Days will provide:

1. The band shell and chairs. Suitable for 65 musicians.
2. Will provide for the band's electrical needs.
3. Parking availability for a band trailer and a van.
4. Sound reinforcement if available at the site. (CRMB will have its own sound crew, but if equipment is on site, we prefer to use that to avoid long setup times.)

Cedar Rapids Municipal Band will provide:

1. One and a half hours of music featuring patriotic selections and crowd favorites. The patriotic selections will be coordinated with fireworks.
2. Music stands
3. A sound technician and sound reinforcement if not available at the site.

Cost to Hoover's Hometown Days will be \$5,500.00 to be paid to the Cedar Rapids Municipal Band.

Roger Laykin
Group Representative, City of West Branch

1-17-17
Date

Robert Scott Haney, Business Manager

Date

Hawkeye Photo Booths

Hawkeye Photo Booths

607 Isett Ave.
Wapello, Ia. 52653
(319) 929-2326

www.hawkeyephoto booths.com

OUR COMPANY IS FULLY INSURED

Contract for Photo Booth services

Fill out completely, sign and return

CONTRACT:

Name: CITY OF WEST BRANCH Location: _____
Event Date: 8-05-2017 Address: _____
Occasion: HHTD City: WEST BRANCH Zip: 52358
Time Frame: 4:00 PM - 8:00 PM Phone: 319-643-2633
CELL 319 430-2246

Fee agreed upon is: **\$450.00 for up to three hours**

Payment in full due: 4 weeks before event
Non-Refundable Deposit: \$200

PACKAGE INCLUDES:

Unlimited pictures, onsite attendant, photos emailed to you, prop box, unlimited photos B&W or color prints, logo, choice of background.

This is a contract between Hawkeye Photo Booths, LLC and Customer to provide Photo Booth Services pursuant to the above listed parameters. The Performance Fee is to be paid in full by Customer no later than the end time stated above. By signing this contract the customer agrees that on the date of the event it shall be liable for any damage/theft to the equipment, gear, or injury to Hawkeye Photo Booths, LLC, their agents or employees. Customer recognizes this document as a legal and binding contract in the State of Iowa. Customer agrees to defend, indemnify, and hold harmless Hawkeye Photo Booths, LLC their agents and employees from and against any claims arising from Hawkeye Photo Booths, LLC performance under this agreement. All images taken by Hawkeye Photo Booths, LLC become property of Hawkeye Photo Booths, LLC and unless written in this contract can be used for promotional material. The photo booth will arrive 1/2 hour prior to contracted start time. If you need it there earlier in the day the cost is \$50 (\$125 max) for every preceding hour. Cancellation of an event will result in the following: forfeit of deposit.

PO Box 218 WEST BRANCH IA 52358
Address City State Zip
Roger Laughlin 1-17-17
Signature Date Phone Email

RESOLUTION NO. 1554

RESOLUTION APPROVING THREE CONTRACTS FOR THE 2017 HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$7,350.00.

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

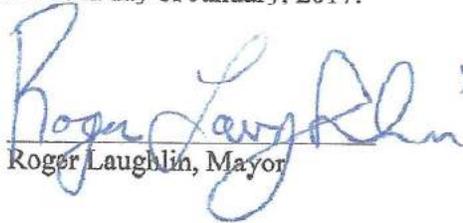
WHEREAS, the fiscal year 2016-2017 budget for Hoover's Hometown Days includes funding for entertainment and services for the event; and

WHEREAS, three organizations have submitted proposed service agreements in the amount of \$7,350.00 to provide musical entertainment and photo booth services for use during the event; and

WHEREAS, it is now necessary to approve said agreements.

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

Passed and approved this 17th day of January, 2017.


Roger Laughlin, Mayor

ATTEST:


Matt Muckler, City Administrator/Clerk

Dandelion Stompers Booking Agreement

This contract, entered into on this 6th day of January 2017, is for the personal services of the Musicians for the performance described below. The undersigned employer and the undersigned musicians agree and contract as follows:

1. Name of Band: Dandelion Stompers (Hereinafter "Musicians")
2. Event Sponsors: West Branch Park and Recreation (Hereinafter "Client")
3. Name of Event: Hoover's Hometown Days
4. Name and Address of Place of Performance: Village Green park, Main and Parkside West Branch, IA
5. Date of Performance: August 4th, 2017
6. Time of Performance: 6:00-8:00pm
7. Guaranteed Wage Agreed Upon: \$1400.00
8. Deposit: \$350.00; Refundable up to 30 days prior to the event. Note: If a rain location is available, the Musicians will waive the deposit.
9. Balance of \$1050.00 (or remaining amount) made in U.S. currency or check at end of performance.
10. If the Client cancels the event within 30 days of the performance date, the deposit is forfeited.
11. If the Musicians do not play as provided above, the Booking Agreement is terminated and the Musicians will not be paid. Any deposit will be returned.
12. Additional Terms:
 - a. The Musicians will provide and operate all sound equipment.
 - b. The Musicians will finish load-in and sound check by 5:30pm.
 - c. The Musicians will take no more than one 15-minute break during the performance.

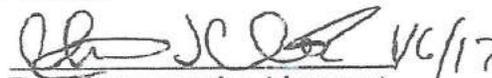
(Payment to be made to:

Christopher Clark (or Clark Operatic)
101 Amhurst St. Iowa City, IA 52245
Ph:319-321-0758.)

The Employer agrees to be responsible for harm, loss, or damage of any kind to Musician(s) person or property while located at the place of performance (Section 4 herein). The persons signing for Employer and the Musicians agree to be personally, jointly and severally liable for the terms of this contract.


Employer (signature)

ROGER LAUGHLIN
Employer name (printed)


Band Representative (signature)

Christopher Clark
Band Representative (printed)

YOTTYS GOLF CARS

SALES, SERVICE & LEASE

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

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

YOTTYS GOLF CARS

CONTRACT FOR SPECIAL EVENT RENTALS

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

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

RENTALS- The term of this contract is for the lease of said number of car(s) 10.
 For the length of time from pick-up date of Aug 9 and returned date of Aug 5.
 Total number of days 2.

PAYMENT- The Lessee agrees to pay set amount for rental in amount of \$2000 per upon return of car(s) to the Lessor. A deposit or a credit card authorization is required.

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

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

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

12/6/16

Date

Yotty's Golf Cars Sales & Service

Lessor

[Signature]

Name & Title

Witness

12-19-10

Date

Roger Laughlin

Lessee

MAYOR - ROGER LAUGHLIN

Name & Title

Jessie Buck

Witness

10 cars total
 2 utility cars
 8-6-6 pass
 rest 4 pass cars

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

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

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

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

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

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

Signature of the Performer Representative: Michael Colbert

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

The Performer's typed name: Thunder Pigs

The City's Representative Signature: Roger Laughlin

The City's Representative typed name and title: ROGER LAUGHLIN

City of West Branch PERFORMANCE CONTRACT

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

It is agreed as follows:

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

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

Show will last of a minimum of 45 minutes.

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

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

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

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

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

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

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

RESOLUTION NO. 1547

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

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

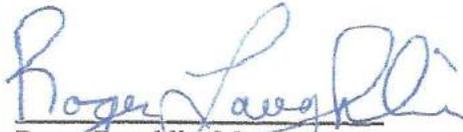
WHEREAS, the fiscal year 2016-2017 budget for Hoover's Hometown Days include funding for entertainment and services for the event; and

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

WHEREAS, it is now necessary to approve said agreements.

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

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


Roger Laughlin, Mayor

ATTEST:


Matt Muckler, City Administrator/Clerk

****ACTIVITY LOCATIONS WITHIN THE VILLAGE GREEN ARE SUBJECT TO CHANGE****

Port-o-Potties

32'

Gaming Trailer
Sat 11-8p

First Aid & Info
Sat 9-5p

Vertical Rush + Rock Climb Slide
Sat 11a-8p
58'x18'x21'

Treasure of the Caribbean
Sat 11a-8p
55'x26'x55'

Wild One Jr Obstacle Course
Sat 11a-8p
44'x11'x16'

UFO Combo
Sat 11a-8p
36'x25'x20'

Accelerator Slide
Sat 11a-8p
25'x20'x20'

Youth Hoover-Ball Exhibition
Fri 4-6p

Leaps 'n Bounds
Sat 11a-8p
44'x25'x12'

Magician
Sat 2a-5p

First Down
Sat 11a-8p
16'x14'x16'g"

Airbrush Tattoos
Sat 11a-3p

Rescue Heroes Toddler Jumper
Sat 11a-8p
16'x19'x8'

12-Hole Mini Golf
Sat 11a-8p
16'x19'x8'



Lions' Pedal Tractor Pull
Fri 6:00p

Kids' Water-ball Fights
Sat 2p

Big Wheel Races
Fri 7:30p

Port-o-Potties

Fergalicious 5 K START
Sat 8a

FIRE STATION

Fire in the Hole Tourney
Fri 6p

Grilling
Fri 6p-12a
Sat 11a-2p

Bingo
Sat 1-3p

Beef Dinner
Sat 4:30-7p

Stage

TBA
Fri 8p-12a

TBA
Sat 8p-12a

Beer Tent
Fri 6p-12a
Sat 11a-12a

Food

Station 2

Cold Truck

Port-o-Potties

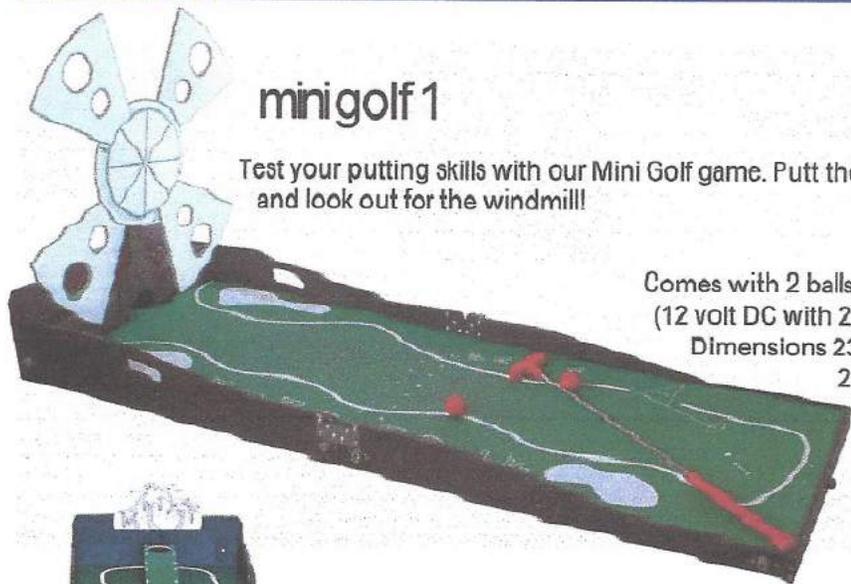
PARKSIDE DRIVE

NORTH 2A

minigolf

minigolf 1

Test your putting skills with our Mini Golf game. Putt the ball through the tunnel and look out for the windmill!



SPECIFICATIONS

Comes with 2 balls, 1 putter, power supply
(12 volt DC with 2.1 mm plug-in adapter)

Dimensions 23 x 35.5 x 8.5 in. (folded)

23 x 70.5 x 8.5 in. (open)

Weight 38 lbs.



minigolf 2

Hole 2! Can you make it up the narrow hill and into the hole?
(Note: this track is even longer than the first!)

SPECIFICATIONS

Comes with 2 balls, 1 putter

Dimensions 23 x 35.5 x 8.5 in. (folded)

23 x 93.5 x 8.5 in. (open)

Weight 40 lbs.



minigolf 3

Hole 3! Get ready to putt the ball up a hill, into a hole, and out the side!



SPECIFICATIONS

Comes with 2 balls, 1 putter

Dimensions 23 x 36 x 8.5 in. (folded)

45 x 93.5 x 8.5 in. (open)

Weight 45 lbs.

mini golf

minigolf 4

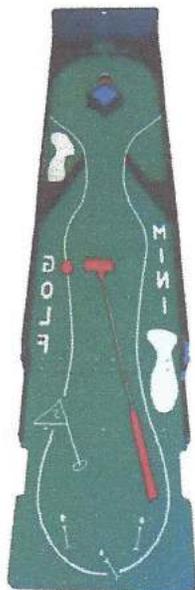


Hole 4! Challenge yourself to a hole-in-one and putt the ball around the water, into the hole.

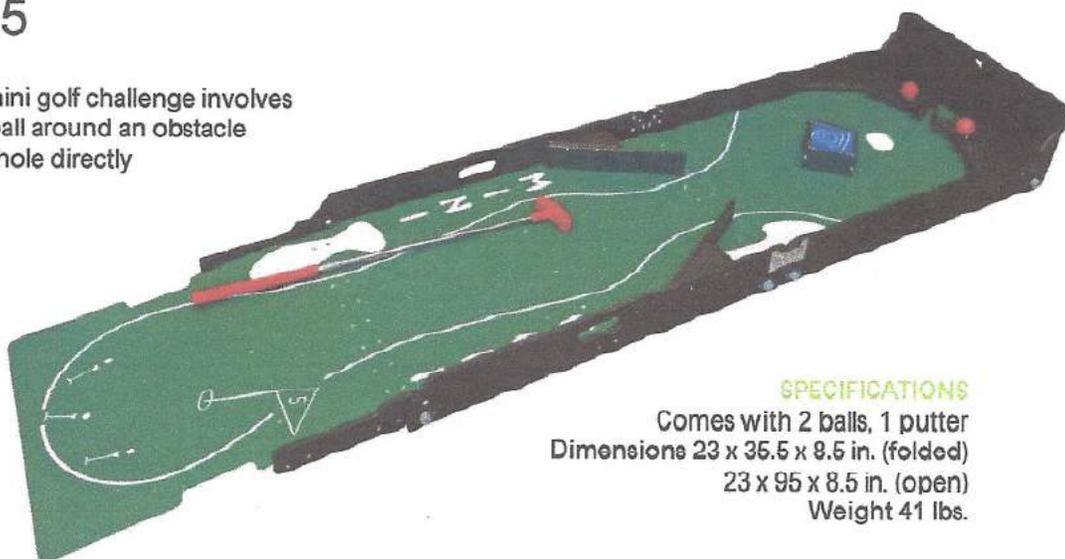
SPECIFICATIONS

Comes with 2 balls, 1 putter
Dimensions 23 x 356 x 8.5
in. (folded)
23 x 93.5 x 8.5 in. (open)
Weight 43 lbs.

minigolf 5



Hole 5! This mini golf challenge involves putting the ball around an obstacle and into the hole directly behind it.



SPECIFICATIONS

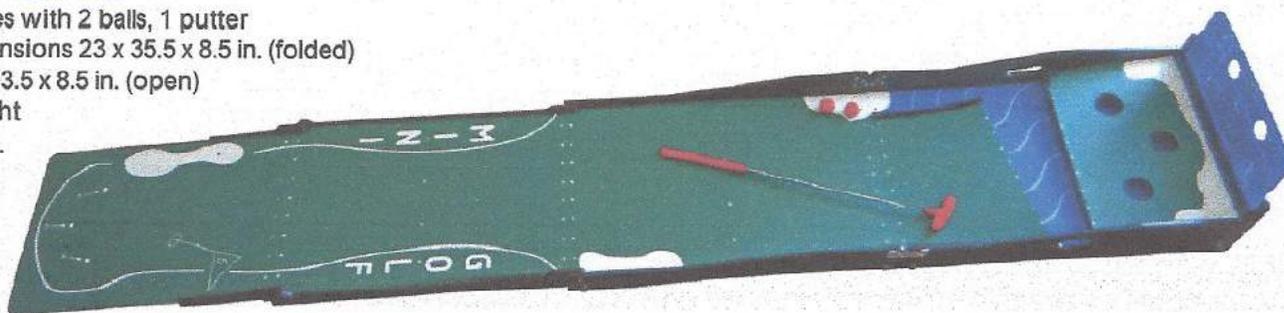
Comes with 2 balls, 1 putter
Dimensions 23 x 35.5 x 8.5 in. (folded)
23 x 95 x 8.5 in. (open)
Weight 41 lbs.

minigolf 6

Hole 6! Put a bit of strength behind your putt to get over the ramp, over the pond, and into one of the three holes!

SPECIFICATIONS

Comes with 2 balls, 1 putter
Dimensions 23 x 35.5 x 8.5 in. (folded)
23 x 93.5 x 8.5 in. (open)
Weight
56 lbs.



mini golf

mini golf 7

Hole 7! Can you putt the ball over the hills and into the hole without getting stuck in a sand pit?



SPECIFICATIONS

Comes with 2 balls, 1 putter
Dimensions 23 x 35.5 x 8.5 in. (folded)
23 x 102.5 x 8.5 in. (open)
Weight 41 lbs.

mini golf 8

Hole 8! This game will test your aim as you try to bank off the walls and into the hole.



SPECIFICATIONS

Comes with 2 balls, 1 putter
Dimensions 23 x 35.5 x 8.5 in.
(folded)
45 x 95 x 8.5 in. (open)
Weight 42 lbs.



9hole course

Purchase the set and have your very own personal course that's easy to transport and store!

SPECIFICATIONS

Comes with
Mini Golf 1-9
and Putter Rack

mini golf 9

Hole 9! This hole is a right-angled challenge that requires two-part assembly. Putt the ball toward the corner, bounce it off the riverbank, and make it into the hole at the end!

SPECIFICATIONS

Comes with 2 balls, 1 putter
Dimensions
23 x 356 x 8.5 in. (folded)
23 x 93.5 x 8.5 in. (open)
Weight 54 lbs.



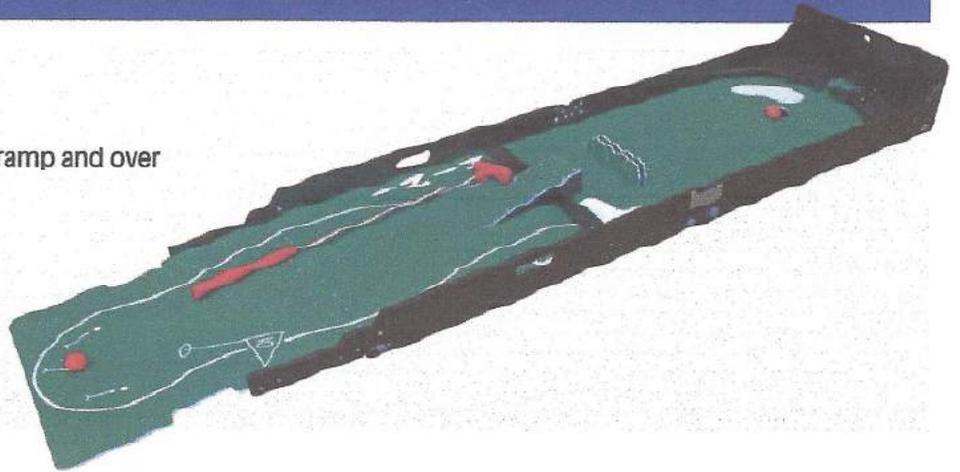
mini golf

mini golf 10

Hole 10! Shoot the ball up the narrow ramp and over the bushes to land a hole-in-one!

SPECIFICATIONS

Comes with 2 balls, 1 putter
Dimensions 35.5 x 8.5 x 22 in. (folded)
95 x 8.5 x 22 in. (open)
Weight 45 lbs.



mini golf 11

Hole 11! Before reaching the hole, you'll have to maneuver through the "forest!"

SPECIFICATIONS

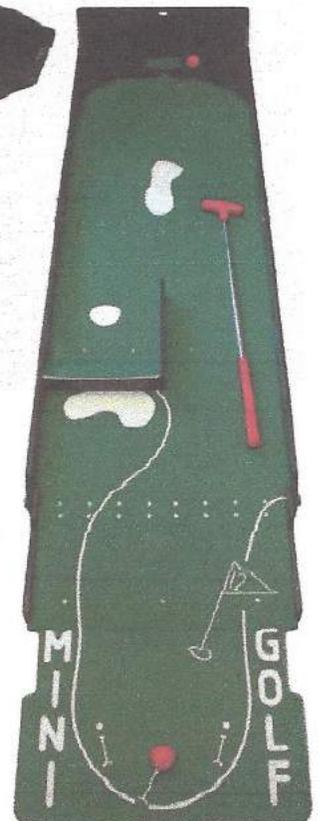
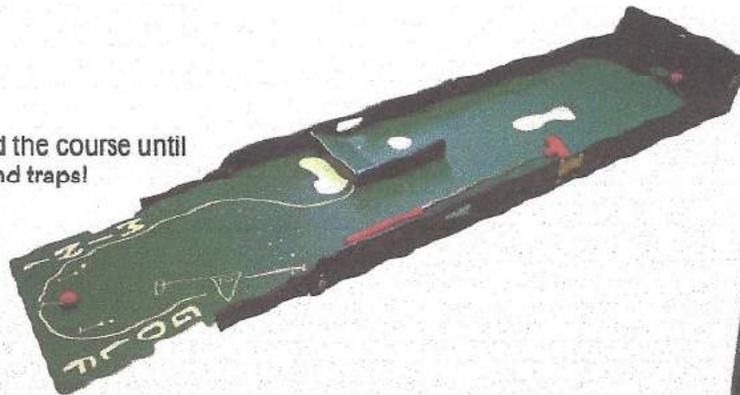
Comes with 2 balls, 1 putter
Dimensions
35.5 x 8.5 x 22 in. (folded)
95 x 8.5 x 22 in. (open)
Weight 45 lbs.

mini golf 12

Hole 12! Ricochet the ball around the course until it lands in the hole. Beware of sand traps!

SPECIFICATIONS

Comes with 2 balls, 1 putter
Dimensions
35.5 x 8.5 x 22 in. (folded)
95 x 8.5 x 22 in. (open)
Weight 45 lbs.



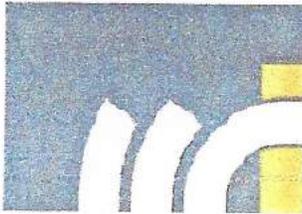
putter rack

Free with every order
of a 9 hole course

Have extra putters but no place to store them? The Putter Rack is for you! It holds 12 putters and 18 balls.

SPECIFICATIONS

Dimensions
height: 32 in.
diameter: 16.5



MIDWEST INFLATABLES
Extreme Entertainment

CANCELLATION POLICY

Midwest Inflatables, LLC
P.O. Box 1749
Ames, IA 50010
515.450.6478
info@midwestinflatables.com

Contract Date
December 1st, 2016

Invoice Number
2017001

Lessee Name
City of West Branch – Hoover's Hometown Days
P.O. Box 460
West Branch, IA 52358

Contact Person
Rebecca Knoche
319.643.2633
bknoche@wbpl.org

Event Location
Village Green
(Corner of Parkside Drive and Main Street)
west branch, IA 52358

Event / Type of Event	Event Hours	Event Start Date	Event End Date	Set-Up Time	Representative
Hoover's Hometown Days (City Festival)	11:00 AM – 8:00 PM	August 5 th , 2017	August 5 th , 2017	Morning of Event	Jeremy Boekelman

CANCELLATION POLICY: Terms and Conditions

When you return a signed contract to Midwest Inflatables, LLC it becomes a legally binding agreement subject to the terms and conditions contained within the contract. Midwest Inflatables, LLC has the following cancellation policy:

We accept cancellations within 24 hours of the event start time due to weather conditions that would prevent the safe use and operation of our inflatables or attractions. Our inflatables cannot be used and operated outdoors in the following weather conditions: winds more than 20 m.p.h., rain, lightning, drizzle, hail, sleet, snow, or ice. The retainer is nonrefundable, but will be applied to a rescheduled event, date subject to our availability. A retainer must be used within 15 months of the original event date or it will be forfeit. If the cancellation is made after our staff has already left our facilities, client is responsible for the costs and expenses incurred. If the cancellation is made after we begin to set up at your event, client is responsible for full payment. PLEASE NOTE: When the weather forecast is uncertain, we try to be flexible and work to accommodate our clients. We are willing to adjust the hours, reschedule, or cancel an event, as necessary.

Cancellations or rescheduling for nonweather-related reasons must be done at least 90 days prior to the event date. The retainer is nonrefundable, but will be applied to a rescheduled event, date subject to our availability. A retainer must be used within 15 months of the original date or it will be forfeit. Midwest Inflatables will require full payment for events cancelled or rescheduled for nonweather-related reasons within 90 days of the event date.

PLEASE CALL 515-450-6478 TO CANCEL

I hereby certify that I am at least 18 years of age. I have read, understand, and agree to the terms and conditions of this cancellation policy.

Print Name: ROGER LAUGHLIN
Signature: Roger Laughlin
Date: 12-8-16

Jeremy Boekelman
Midwest Inflatables, LLC
Signature: [Signature]
Date: 12-1-2016



ENTERTAINMENT CONTRACT / INVOICE

Midwest Inflatables, LLC
 P.O. Box 1749
 Ames, IA 50010
 515.450.6478
 info@midwestinflatables.com

Contract Date	December 1 st , 2016
Invoice Number	2017001

LESSEE INFORMATION
Lessee Name: City of West Branch – Hoover's Hometown Days
Lessee Address: P.O. Box 460, West Branch, IA 52358
Lessee Contact: Rebecca (Becky) Knoche – 319.643.2633 work, bknoche@wbpl.org
Alternate Contact: N/A
Event Location: Village Green (Corner of Parkside Drive and Main Street) West Branch, IA 52358

LESSOR INFORMATION
Midwest Inflatables, LLC
P.O. Box 1749, Ames, Iowa 50010
Lessor Contact:
Jeremy Boekelman 515.450.6478
jeremy@midwestinflatables.com

Event / Type of Event	Event Hours	Event Start Date	Event End Date	Set-up Date	Tear-down Date
Hoover's Hometown Days (City Festival)	11:00 AM – 8:00 PM	August 5 th , 2017			

Equipment to be Leased / Services Provided	Quantity	Rate	Amount
Inflatables, Airbrushing Tattoos, and Mobile Gaming Trailer Package with Staffing	1	12,000	\$12,000.00
Mobile Gaming Trailer with Staffing	1	N/A	Included
Treasure of the Caribbean with Staffing	1	N/A	Included
30 ft. Rock Climb Slide + Vertical Rush with Staffing	1	N/A	Included
Leaps N Bounds with Staffing	1	N/A	Included
Wild One Jr. Obstacle Course with Staffing	1	N/A	Included
20 ft. Dual-Lane Accelerator Slide	1	N/A	Included
Rescue Heroes (Toddler Unit) with Staffing	1	N/A	Included
UFO Combo (Bounce House with Slide) with Staffing	1	N/A	Included
First Down with Staffing	1	N/A	Included
Mini Golf with Staffing	12 Holes	N/A	Included
Airbrush Tattoo Artist from 11 AM – 3 PM	2 Artists	N/A	Included
Payment Information / Terms and Conditions	Package Price		\$12,000.00
Please make check payable to: Midwest Inflatables, LLC – PO Box 1749	Sales Tax		Tax Exempt
Staffing will be provided for all leased equipment.	Total		\$12,000.00
Electrical Requirements to be determined closer to the event.	Retainer with Contract		N/A
Sandbags / Waterbags to be used, except where permission to stake is granted by Park Service.	Balance Due at Event		\$12,000.00

The person signing this entertainment contract on behalf of Lessee must be at least 18 years of age. I have read and understand the Terms and Conditions of this entertainment contract, and verified that all the information is correct. Please return signed copy of both the Contract and Cancellation Policy within 30 days.

Print Name: ROGER LAUGHLIN
 Signature: [Handwritten Signature]
 Date: 12-8-16

Jeremy Boekelman
 Midwest Inflatables, LLC
 Signature: [Handwritten Signature]
 Date: 12-1-2016

RESOLUTION NO. 1546

RESOLUTION APPROVING TWO CONTRACTS FOR THE 2017 HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$13,200.00.

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

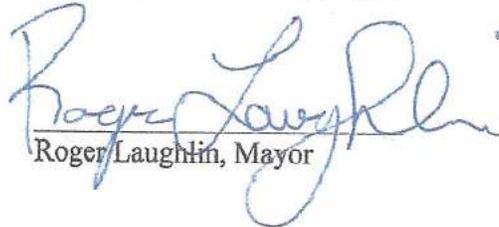
WHEREAS, the fiscal year 2016-2017 budget for Hoover's Hometown Days include funding for entertainment and services for the event; and

WHEREAS, two organizations have submitted proposed service agreements in the amount of \$13,200.00 to provide inflatables attractions, airbrushing tattoos, a mobile gaming trailer package with staffing, and pony rides for children; and

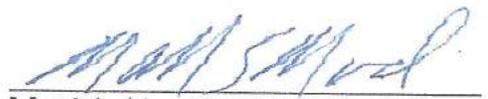
WHEREAS, it is now necessary to approve said agreements.

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

Passed and approved this 8th day of December, 2016.


Roger Laughlin, Mayor

ATTEST:


Matt Muckler, City Administrator/Clerk



Port O Jonny, Inc.

2740 Stonegate Court
Hiawatha, Ia 52233

Estimate

Date Estimate No.
10/13/2016 3486

Customer

City of West Branch
304 E Main Street
PO Box 218
West Branch, Iowa 52358

Delivery Address

Hoover Home Town Days

chris@portojonny.com www.portojonny.com

Visit us on Facebook
www.facebook.com/portojonny

Item	Description	Qty	Rate	Total
Handi Unit	August 4th and 5th, 2017			
Reg. Unit	Handicap Unit No Service Special Event	4	62.00	248.00
Sink	Regular Unit No Service Special Event	4	62.00	248.00
	Double Sink No Service Special Event	4	62.00	248.00
<p>Port O Jonny looks forward to hearing from you in the near future. Please call our office with any questions or concerns 877.378.8900. Visit us at www.portojonny.com or www.facebook.com/portojonny</p>			Subtotal	\$744.00
			Sales Tax (7.0%)	\$0.00
			Total	\$744.00

COMMUNITY SHOWCASE RENTAL
 Coralville Parks and Recreation Department
 1506 8th Street, Coralville, Iowa 52241
 Phone (319) 248-1750; Fax (319) 248-1899
 sprochaska@coralville.org



Date October 13, 2016

Individual or Organization City of West Branch Group Representative Melissa Russell

Address 110 N. Poplar, PO Box 218 West Branch, IA 52358

643-4212 Day / 930-0393 Cell Saturday, August 5, 2017
 Day Phone / Evening Phone Date Requested

For the purpose of Music Concert Event start and end time (# of people performing) Set up by 11:00 a.m. Friday,

Contact person at the site Melissa Russell

Showcase delivered on Friday August 4th by 11:00am. Showcase removed Sunday, August 6th by 11:00 a.m. or before. Location in the National Park facing the museum. The exact positioning is something the NPS will need to delegate. If the removal is delayed due to a dead battery caused by the lights being left on the stage, additional fees will be charged.

Yes Power available (110 volt outlets, distance)

Large Staging needed (size and layout)

No Public address system (complete with microphone and stands)

Special Needs: Showcase will be set up in the Library parking lot/adjoining property.

Should the showcase need to be pulled or towed out of an area due to the placement on a non-hard surface and become stuck, the costs will be assessed to the person/s renting the showcase.

I accept responsibility for care of the showcase and its accessories and agree to pay for any damages or loss. I agree to assume responsibility for the rental organization and performance group's adherence to regulations and policy set forth.

<hr/>		
Signature	Address	Phone
Base Fee <u>\$500* + \$400 Sunday Removal</u>		Deposit Due <u>N/A</u> <i>(1/3 of Base Fee due with contract)</i>
Hourly Fee <u>\$75 (3 hours of set up/tear down included in base fee)</u> Additional hour estimate: _____		
Mileage <u>N/A</u>		<u>Balance Due – will be billed after the event</u>
Total Estimate <u>\$900*</u>		Date Paid _____

*-current rental rate. This may need to be adjusted once we go through FY 18 budgeting.

RESOLUTION NO. 1527

RESOLUTION APPROVING VARIOUS CONTRACTS FOR THE 2017 HOOVER'S HOMETOWN DAYS CELEBRATION IN THE AMOUNT OF \$41,644.00.

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

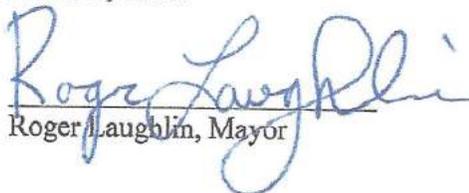
WHEREAS, the fiscal year 2016-2017 budget for Hoover's Hometown Days include funding for entertainment and services for the event; and

WHEREAS, three organizations have submitted proposed service agreements in the amount of \$41,644.00 to provide a fireworks display, stage rental, and toilet and sink facility rental; and

WHEREAS, it is now necessary to approve said agreements.

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

Passed and approved this 7th day of November, 2016.


Roger Laughlin, Mayor

ATTEST:


Matt Muckler, City Administrator/Clerk

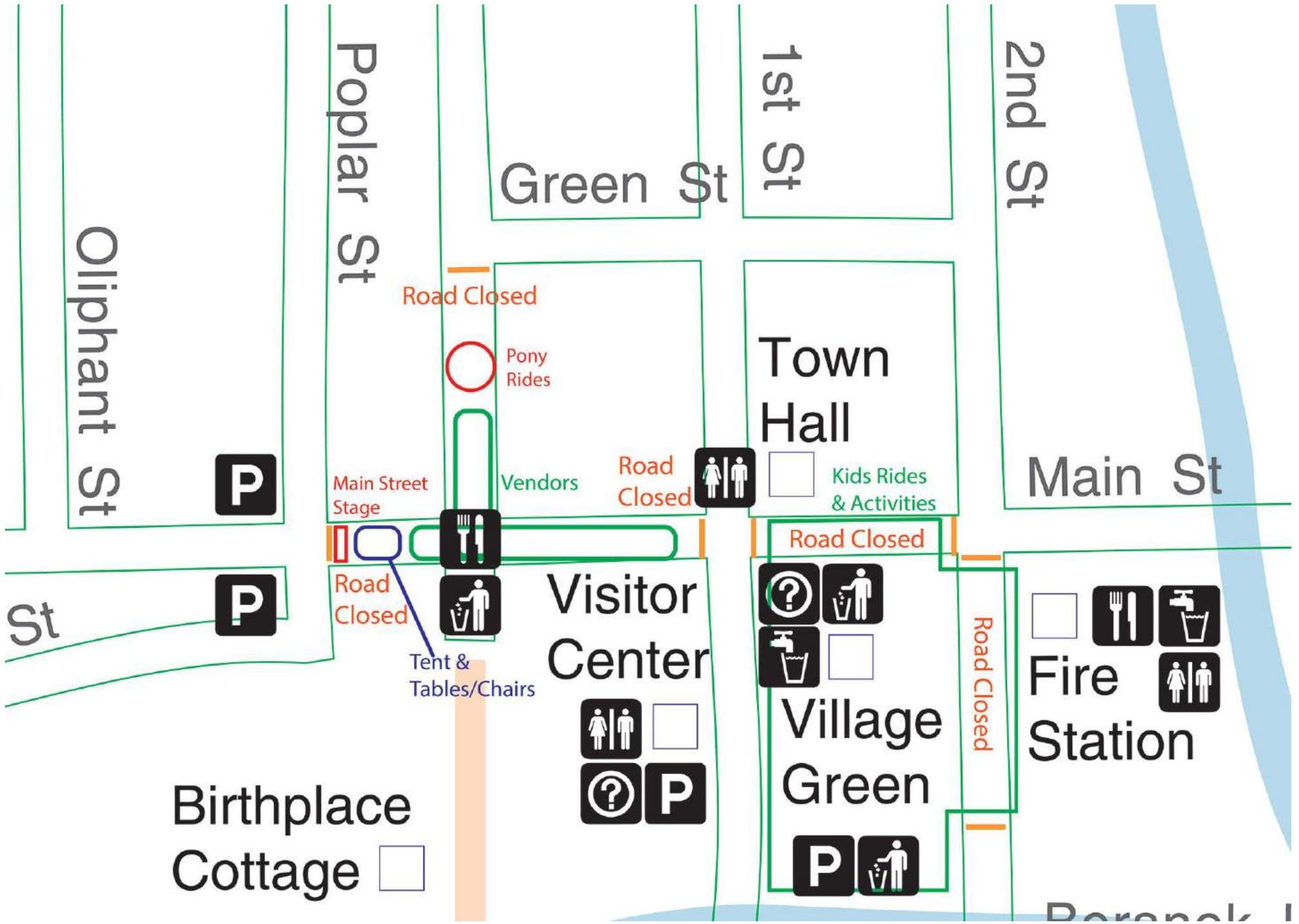
NOTICES

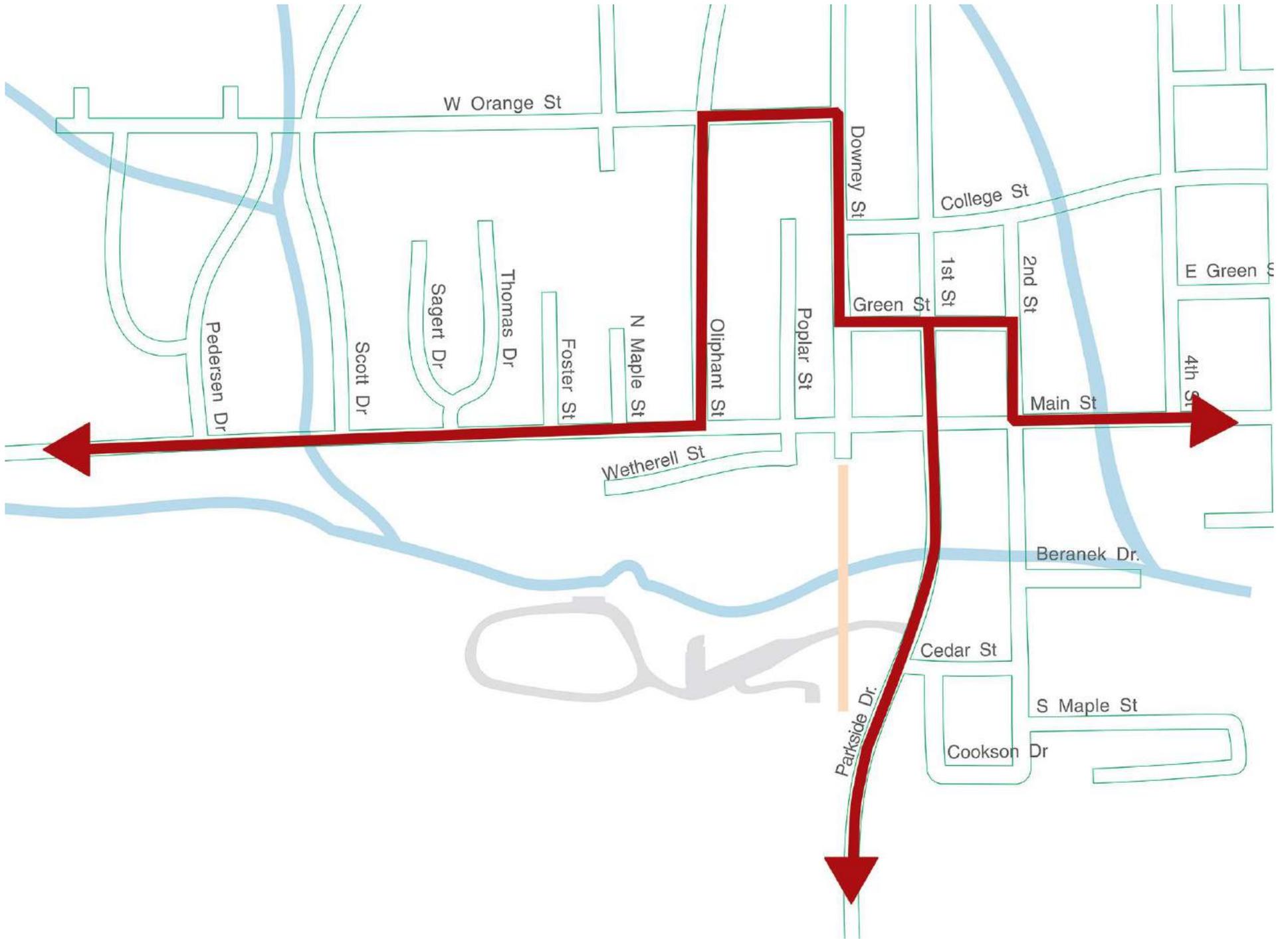
Privacy Act Statement: The Privacy Act of 1974 (5 U.S.C. 552a) provides that you be furnished with the following information in connection with information required by this application. This information is being collected to allow the park manager to make a value judgment on whether or not to allow the requested use. Applicants are required to provide their social security or taxpayer identification number or activities subject to collection of fees by the National Park Service (31 U.S.C. 7701) Information from the application may be transferred to appropriate Federal, State, local agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

Paperwork Reduction Act Statement): This information is being collected subject to the Paperwork Reduction Act (44 U.S.C. 3501) to allow the park manager to make a value judgment on whether or not to allow the requested use. All applicable parts of the form must be completed. A Federal agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Estimated Burden Statement: Public reporting burden for this form is estimated to average 30 minutes per response including the time it takes to read, gather and maintain data, review instructions and complete the form. Direct comments regarding this burden estimate or any aspects of this form to the National Park Service, Special Park Uses Program Manager, 1849 C Street NW (2460), Washington, D.C. 20240

returned to the park prior to the event for final approval by the Park Superintendent.







Special Event Permit Application

Event Title/Name: Simply Summer (SummerCamp) Festival

Event Organization: West Branch Community Development Group Phone: 319-643-7100

Organization Address: 111 East Main Tax ID #: _____

City: West Branch State: IA Zip Code: 52358

Event Website: www.mainstreetwestbranch.org Event Email: mainstreetwestbranch@gmail.com

Event Coordinator Name and Title: Erin Vincent & Nicki Brick

Event Coordinator Email: eringmorrisonv@gmail.com | nbrick@medirevw.com

Event Coordinator Cell Number: 319-631-4984 | 319-331-5650

Event Coordinator Address: 111 East Main

City: West Branch State: IA Zip Code: 52358

Description of Event: Friday night 8:30 movie @ football field, Saturday 8-10 Pancake breakfast, 11-3 fun activities for families- (Bake sale, crafts, lemonade stands, picnic, games) at Heritage Square (requesting) and National Park. Band 7-10, Main Street

Requested Location(s) -All city facilities will also need to be reserved using the Facility Request Form. If there is a request to shut down a street, a traffic control plan including detour route drawing needs to be submitted.
Heritage Square & Main Street (Winery-Hoover House)

Event set up will begin: (date, day of the week and time)	Event will begin: (date, day of the week, and time)	Event will end: (date, day of the week, and time)	Removal and clean-up will be completed: (date, day of the week, and time)
6/3/17, 8 am (Heritage Square)	6/3/17, 11:00am	6/3/17, 3:00pm	6/3/17, 4:00 pm
6/3/17, 6 pm (Main St, Winery-HH)	6/3/17, 7:00pm	6/3/17, 10:00pm	6/3/17, 11:00pm

Maximum Number of Participants: 300-400 (entire weekend) Maximum Number of Vehicles: 80

Will there be an admission fee? yes for band What is the admission fee? \$5.00

Will food be sold? bake sale & businesses only Organizers are responsible for making sure vendors have secured the appropriate permits.

Will alcohol be permitted or sold? yes (bars) Organizers are responsible for insuring all permits have been obtained and all laws and regulations are followed.

Has all approval from non-city agencies (such as NPS, Johnson County, Cedar County, WBCSD) been granted? ___
 Please list other agencies involved. NPS permit has been applied for. School & Library communicating

Traffic Control Plan (please attach diagram): attached



Public Notification Plan: Newspaper, radio, online, posters & handouts

Amplified Sound/Noise Plan: Noise should not travel past downtown District, will notify tentants via letter with road clouser/ newspaper

Site Plan/Race Course Map (please attach diagram): _____

Security Plan: Will work with WB Police Dept- with Chief's guidelines

Restoration Plan: Committees and Volunteers/ WBCDG Board

Trash Management Plan: Could we please use WB trash cans? Board members will empty the trash throughout the night

Restroom Plan: Port-o-potties to code

Signs/Banner Plan: attached

Insurance policy: Springdale Mutual

Signature: *Evin Howell* Date: 4/19/17

******By signing this form, you are agreeing that you have read the attached guidelines and agree with each as stated.**

Return completed form to: West Branch City Office, PO Box 218 or 110 N. Poplar St., West Branch, IA 52358.

Please contact Parks and Recreation Director Melissa Russell with any questions 319-930-0393 or melissa@westbranchiowa.org.

Additional:

- Are you in need of barricades? If you needed City Staff to provide those where and when did you need them. Who is actually closing and opening the street?
- Yes that would be great. Can you please drop those off any time before 6pm on June 3rd? Do you have a location that you normally drop those off or that you prefer? Nicki and I will open and close the street with the WBCDG board.
- Did you need to borrow City fencing? How much? How is it secured? Yes, We used city fencing for Fall Festival and it was very helpful. We can get you exact square footage once beer garden plan is approved. No stakes were used (no locator services needed) barrels and existing structures for reinforcement.
- How are you going to handle the uncontrolled potential entrances such as Herbs back door and the apartment buildings? Not applicable based on map design
- Restoration Plan:
 - When is clean up going to be completed and by whom? If City fencing is borrowed how is it going to be returned? We have a committee of volunteers that will clean up from 10:00-11:00 after the band. The fencing can be returned at this time. Where would you like it to be returned?
- Trash Management Plan:
 - Where are you getting the trash cans(was public works dropping them off)? Who is emptying them throughout the night? What is the plan for the trash bags? Can public works drop off the trash cans with the fencing please? That would be great. The committee will check and empty the trash cans.
- Restroom plan:
 - If you are using port-o-potties, where are they going to be placed(this should also be on the diagram)? Have you reserved them? What about during the movie? Portapotties will be ordered in quantity according to code; library facilities to be used for movie (we have talked to Becky about this).
- Road Closure:

We are flexible with our request for time and for location of our band, please let us know if there is something you think that would work better!!

Thanks so much!

simply summer

Summer Camp

JUNE 2 & 3rd WEST BRANCH

festival • 2017

FRIDAY NIGHT ONLY

WB Public Library
Summer Program
Kick-Off Party

IMMEDIATELY FOLLOWING

MOVIE NIGHT • Free

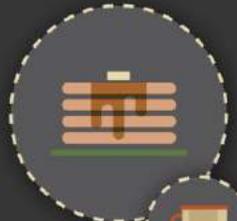
Little Rose Bowl • 8:30 pm
Bring your own blanket & chairs



SATURDAY EVENTS

Bear & Hare Mud Run

Beranek Park • 9 - 11 am
\$ 3 per person
Wear old clothes, and
come get messy!



Pancake Breakfast Town Hall

Church • 8 - 10 am
Hosted by: Lion's Club



Fun Festivities

Heritage Square • 11 - 3 pm
- Pie Eating Contest
- Bake Sale
- Farmers Market
- Build & bring your own
Lemonade Stand Competition!



PICNIC IN THE PARK

Herbert Hoover National
Historic Site
11 - 3 pm
Pick up your picnic basket at
Little Lights Events
(102 West Main Street)

Games Galore • Free

11 - 3 pm
Life-size Games: Jenga,
Connect 4, Bags & More!



Hoover Hike Trails • Free

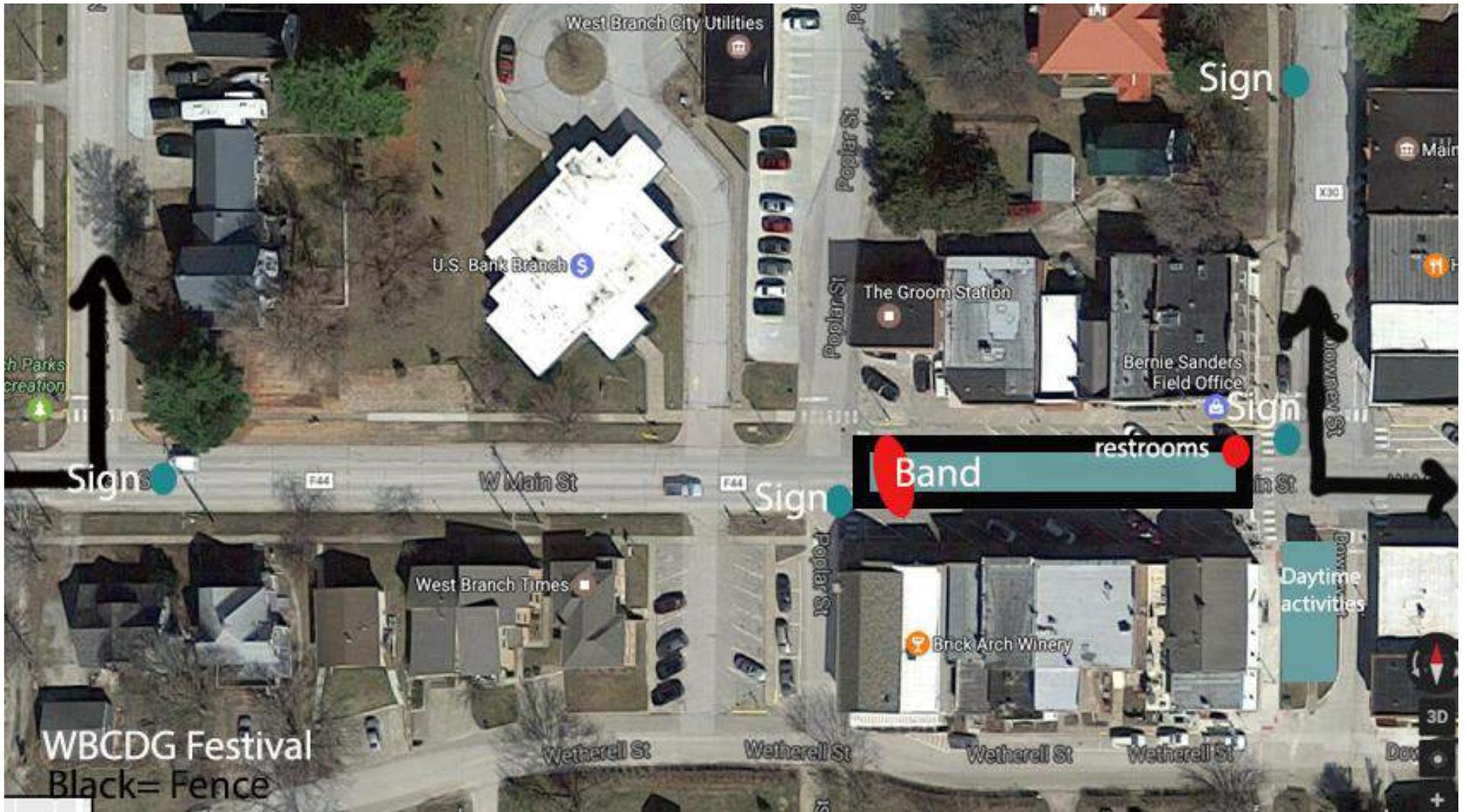
Herbert Hoover National
Historic Site
11 - 3 pm
Take a self guided tour
through the Hoover National
Park, enjoy the sights along the
way, while celebrating
National Trails Day!



CAMPFIRE DINING

Beranek Park • 5 - 9 pm
Cook campfire foods
and additional festivities!
Band 7-10
Main Street \$5

FAMILY • CAMPFIRE • FRIENDS • TRAILS • FOOD • MUD • FUN



RESOLUTION NO. 1609

RESOLUTION APPROVING A ROAD CLOSURE ON SATURDAY JUNE 3, 2017 FROM 6:00 P.M.-11:00 P.M. OF THE 100 BLOCK OF WEST MAIN STREET FOR SUMMER CAMP SPONSORED BY WEST BRANCH COMMUNITY DEVELOPMENT GROUP

WHEREAS, the West Branch Community Development Group has submitted a completed Special Event Permit Application; and

WHEREAS, the Special Event Permit Application has been reviewed and accepted by the West Branch Police, Public Works, and Parks & Recreation staff; and

WHEREAS, the West Branch Community Development Group has submitted a request to the City Council to close one block in Downtown West Branch for six hours on Saturday June 3rd for a live band and street dance with beer tents from 7:00 p.m.-10:00 p.m.; and

WHEREAS, it is now necessary for the City Council to approve said street closure.

NOW, THEREFORE, be it resolved by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned closure of Main Street according to the Special Event Permit Application submitted by West Branch Community Development Group on June 3, 2017 from 6:00 to 11:00 p.m. is hereby approved; and

* * * * *

Passed and approved this 1st Day of May, 2017.

Roger Laughlin, Mayor

ATTEST:

Gordon Edgar, Deputy City Clerk

RESOLUTION NO. 1610

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FEHR-GRAHAM ENGINEERING AND ENVIRONMENTAL, INC. FOR DESIGN SERVICES AS PART OF THE WEST BRANCH PARK IMPROVEMENTS PROJECT AT PEDERSEN VALLEY FOR A TOTAL FEE NOT-TO-EXCEED \$6,000.

WHEREAS, the City of West Branch, Iowa passed resolution 1610 approving into an Engineering Services Agreement with Fehr-Graham Engineering and Environmental, Inc on April 4, 2016 for engineering services in in entered into a loan agreement and issue bonds in an amount not exceeding \$4,000,000 to provide funds to pay the cost, to that extent, of undertaking the West Branch Park Improvements Project, including ball diamonds; volleyball courts; lighting improvements; playground equipment; concessions, restroom and shelter facilities; recreation trails; landscaping; parking lots; and the installation of related public infrastructure improvements; and

WHEREAS, Fehr-Graham Engineering and Environmental submitted Pedersen Valley Park Improvements – Phase 1 check plans for consideration by the City Council; and

WHEREAS, the check plans were reviewed by the city council on April 3, 2017 with a resulting request being made for alterations to the orientation of a permanent little league field with associated changes in the parking layout within the plans; and

WHEREAS, Fehr-Graham Engineering and Environmental submitted Alternative Field Option 1 for review by the city council on April 17, 2017; and

WHEREAS, the city council provided feedback to proceed with Alternative Field Option 1 on April 17, 2017; and

WHEREAS, Alternative Field Option 1 requires additional engineering services to accommodate the requested changes; and

WHEREAS, the Alternative Field Option 1 plans were reviewed and approved by the Planning & Zoning Commission on April 18, 2017; and

WHEREAS, the City now requires professional engineering services for the portion of the West Branch Park Improvements Project located at the new regional park in Pedersen Valley; and

WHEREAS, Fehr-Graham Engineering and Environmental has submitted an engineering agreement to provide these services.

WHEREAS, the specific language contained within this engineering agreement after having been negotiated by Fehr-Graham Engineering and Environmental, Inc, and the Park & Recreation Director was reviewed by the city attorney; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with Fehr-Graham Engineering and Environmental, Inc. of Cedar Rapids, Iowa, is hereby approved.

Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 1st day of May, 2017.

Roger Laughlin, Mayor

ATTEST:

Gordon Edgar, Deputy City Clerk

**AGREEMENT
FOR PROFESSIONAL SERVICES**

Client Ms. Melissa Russell
City of West Branch, Iowa
110 North Poplar Street
P.O. Box 218
West Branch, IA 52358

319.643.5888

Description of Services:

City of West Branch, Iowa - Pedersen Valley Park Improvements - Design

Design services related to the redesign of the park layout to accommodate a third, permanent little league field, including adjustments of parking lot and associated park amenities. Redesign shall generally maintain field arrangement and parking lot alignment previously approved.

COST:

The fee for performing the above services is time and materials at our current fee schedule with an upper limit of \$6,000.

SCHEDULE:

Redesign shall progress in a timely fashion dependent on approvals by the Client.

The Terms and Conditions of the original agreement dated April 4, 2016 remain in effect except as modified above.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above.

CLIENT:

Signature _____

Name _____

Title _____

Date Accepted _____

CONSULTANT:

By _____

Name Nathan P. Kass, PE, PLS

Title Branch Manager

Date Proposed April 24, 2017

16-072A

RESOLUTION NO. 1611

TO FIX A DATE OF MEETING FOR A PUBLIC HEARING ON AMENDING
THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017.

WHEREAS, budget estimates may be amended and increased as the need arises to permit appropriation and expenditure of unexpended cash balances on hand and unanticipated revenues; and;

WHEREAS, such amendments may be considered and adopted at any time during the fiscal year covered by the budget (but prior to May 31) by filing the amendments and upon publishing them and giving notice of the public hearing in the manner required in the State Code; and;

WHEREAS, the City Council intends to amend the budget to provide for the following: Additional revenue from bond proceeds and additional expenditures for loan settlement, salaries and legal fees, and interest on new loans

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

Section 1. This Council shall meet on the 15th day of May, 2017, at the City Council Chambers located at 110 N. Poplar Street, in the City, at 6:30 o'clock p.m., at which time and place a public hearing will be held on the question of amending the current budget for the fiscal year ending June 30, 2017.

Section 2. The City Clerk is hereby directed to give notice of the proposed action for amending the current budget for the fiscal year ending June 30, 2017, the time when and place where the said meeting will be held, by publication at least once, and not less than 10 nor more than 20 days before the date of said meeting, in a legal newspaper published at least once weekly, and of general circulation in the City. The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2016-2017 CITY BUDGET**

The City Council of West Branch in CEDAR & JOHNSON County, Iowa
will meet at the City Council Chambers, 110 N. Poplar Street, West Branch, IA
at 7:00 PM on 5/15/2017
(hour) (Date)

for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2017
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property	1 1,613,993		1,613,993
Less: Uncollected Property Taxes-Levy Year	2 0		0
Net Current Property Taxes	3 1,613,993	0	1,613,993
Delinquent Property Taxes	4 0		0
TIF Revenues	5 150,000		150,000
Other City Taxes	6 196,582		196,582
Licenses & Permits	7 35,788		35,788
Use of Money and Property	8 3,900		3,900
Intergovernmental	9 555,257		555,257
Charges for Services	10 1,024,929		1,024,929
Special Assessments	11 0		0
Miscellaneous	12 46,700		46,700
Other Financing Sources	13 1,385,000	495,000	1,880,000
Transfers In	14 494,956	530,000	1,024,956
Total Revenues and Other Sources	15 5,507,105	1,025,000	6,532,105
Expenditures & Other Financing Uses			
Public Safety	16 701,971		701,971
Public Works	17 493,386		493,386
Health and Social Services	18 0		0
Culture and Recreation	19 644,565		644,565
Community and Economic Development	20 161,718	510,000	671,718
General Government	21 255,763	40,000	295,763
Debt Service	22 507,485	35,000	542,485
Capital Projects	23 2,292,935	0	2,292,935
Total Government Activities Expenditures	24 5,057,823	585,000	5,642,823
Business Type / Enterprises	25 955,197		955,197
Total Gov Activities & Business Expenditures	26 6,013,020	585,000	6,598,020
Transfers Out	27 494,956	530,000	1,024,956
Total Expenditures/Transfers Out	28 6,507,976	1,115,000	7,622,976
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29 -1,000,871	-90,000	-1,090,871
Beginning Fund Balance July 1	30 2,352,380		2,352,380
Ending Fund Balance June 30	31 1,351,509	-90,000	1,261,509

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Additional Revenue: Bond proceeds (495,000). Additional expenditures: Comm. and Economic Development = Loan settlement, Advertising and Comprehensive Plan fees; Gen. Government = Salaries and Legal fees; Debt Service = Interest on new loans.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

S:\Shared\Finance & Personnel\Finance\Finances\Budget\Certified Budgets\FY17 City Budget\budget_amendment_16_08_15_rev #2Amended Hearing Notice

Gordon Edgar

City Clerk/ Finance Officer Name

* * * * *

Passed and approved this 1st day of May, 2017.

Roger Laughlin, Mayor

ATTEST:

Gordon Edgar, Deputy City Clerk

RESOLUTION NO. 1612

RESOLUTION AUTHORIZING INTERNAL ADVANCE TO THE MAIN STREET SIDEWALK – PHASE 4
CAPITAL PROJECT FUND

WHEREAS, the City has undertaken and approved the Main Street Sidewalk – Phase 4 Project and the City has incurred certain engineering fees and construction costs (the “Project Costs”) in connection with the planning and construction of the Project; and

WHEREAS, in order to make provision for the payment of the Project Costs, it is necessary to facilitate an internal advance of funds and to facilitate the repayment of said advance from future bond proceeds;

NOW, THEREFORE, IT IS RESOLVED the City Council of the City of West Branch, Cedar County, Iowa, as follows:

Section 1. It is directed that an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) be advanced from the Road Use Tax Fund (the “Advance”) in order to fund the Project Costs. The Advance shall be repaid to the Road Use Tax Fund without interest, out of future bond proceeds. It is intended that the Advance shall be repaid in one (1) annual installment, on or before July 1, 2018.

Section 2. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

Passed and approved this 1st day of May, 2017.

Roger Laughlin, Mayor

ATTEST:

Gordon R. Edgar, Deputy City Clerk

RESOLUTION NO. 1613

RESOLUTION APPROVING THE DISPLAY OF FOUR SMART RURAL COMMUNITY DESIGNATION SIGNS TO WEST BRANCH COMMUNITY ENTRANCES.

WHEREAS, Smart Rural Community Showcase Awards are awarded by the Rural Broadband Association to denote top performing broadband internet providers and communities; and

WHEREAS, Liberty Communications is a broadband internet provider within West Branch, Iowa; and

WHEREAS, representatives of West Branch assisted Liberty Communications in their application for the 2016 Smart Rural Community Showcase Award by providing a letter of support in June of 2016; and

WHEREAS, Liberty Communications received a 2016 Smart Rural Community Showcase Award; and

WHEREAS, Liberty Communications will provide signs to denote West Branch as a Smart Rural Community; and

WHEREAS, such signs may be added to existing sign posts on entrances to West Branch on West Main Street, East Main Street, North Downey Street, and Parkside Drive.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the display of four Smart Rural Community designation signs to hereby approved.

Passed and approved this 1st day of May, 2017.

Roger Laughlin, Mayor

ATTEST:

Gordon Edgar, Deputy City Clerk

RESOLUTION NO. 1614

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS

BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the Finance Officer is hereby authorized to transfer funds in the amount of \$34,753.00 from the Emergency Tax Fund (119) into the General Fund (001); and

BE IT FURTHER RESOLVED, by the City Council of the City of West Branch, Iowa that the Finance Officer is hereby authorized to transfer funds in the amount of \$37,387.00 from the TIF Debt Service Fund (125) into the Debt Service Fund (226), \$72,278.00 from the Water Fund (600)) into the Debt Service Fund (226), and \$90,525.00 from the Sewer Fund into the Debt Service Fund (226) to pay interest, principal and fees on the GO Bonds, Series 2013; and

BE IT FURTHER RESOLVED, by the City Council of the City of West Branch, Iowa that the Finance Officer is hereby authorized to transfer funds in the amount of \$46,854.00 from the TIF Debt Service Fund (125) into the General Fund (226) per Resolution 1404; and

BE IT FURTHER RESOLVED, by the City Council of the City of West Branch, Iowa that the Finance Officer is hereby authorized to transfer funds in the amount of \$150,000.00 from the Road Use Tax Fund (110) into the Main Street Sidewalk – Phase 4 Capital Project Fund (313) per Resolution 1612.

Passed and approved this 1st day of May, 2017.

Roger Laughlin, Mayor

ATTEST:

Gordon R. Edgar, Deputy City Clerk