



CITY COUNCIL MEETING NOTICE
MONDAY, JUNE 6, 2022 - 6:00 P.M.
CITY COUNCIL CHAMBERS
110 N. POPLAR STREET, WEST BRANCH, IOWA

<https://zoom.us/j/5322527574>

or dial in phone number 1-312-626-6799 with Meeting ID 532 252 7574.

SPECIAL MEETING – 6:00 P.M.

1. Call to order
2. Roll Call
3. Motion to adjourn to Executive Session to discuss personnel matters per Section 21.5(i) of the Code of Iowa. / Move to action.
4. Adjourn from Executive session.

REGULAR MEETING – 7:00 P.M.

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda. /Move to action.
6. Approve Consent Agenda/Move to action.
 - a. Approve Minutes from the May 16, 2022 City Council meeting.
 - b. Approve a Class C Beer, Class B Native Wine and Sunday Sales for Parkside Petroleum, LLC West Branch
 - c. Approve Cigarette Permit Renewals for FY23
 - d. Accept the approval of Zachary Howell as a firefighter / paramedic with the West Branch Volunteer Fire Department
 - e. Claims for 6/6/2022
 - f. Monthly Financial Report (April 2022)
7. Presentations/Communications/Open Forum
8. Public Hearing/Non-Consent Agenda
 - a. **Public Hearing** - on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement.
 - b. **Resolution 2022-62** - Authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$10,203,000 Sewer Revenue Bonds, Series 2022. Move to action.
 - c. **Second Reading Ordinance 793** – Amending Chapter 99 “Sewer Service Charges”, Section 99.01 “Sewer Service Charges Required”. / Move to action.
 - d. **First Reading Ordinance 794** - Amending Chapter 69 “Parking Regulations”. / Move to action.
 - e. **First Reading Ordinance 795** – Creating new Chapter 28 – West Branch Tree Commission. / Move to action.

Mayor: Roger Laughlin • **Council Members:** Colton Miller, Nick Goodweiler, Jodee Stoolman, Tom Dean, Jerry Sexton
City Administrator Adam Kofoed • **City Clerk** Leslie Brick • **Fire Chief** Kevin Stoolman • **Library Director** Nick Shimmin
Parks & Rec Director Melissa Russell • **Police Chief** John Hanna • **Public Works Director** Matt Goodale

- f. **Resolution 2022-56** – Adopting certification requirements and certification incentive pay. / Move to action.
 - g. **Resolution 2022-57** – Hiring a temporary part-time Public Works employee for mowing city property for the City of West Branch, Iowa and setting the salary for the position. / Move to action.
 - h. **Resolution 2022-58** –Setting salaries for appointed officials and employees of the City of West Branch, Iowa for FY23. /Move to action.
 - i. **Resolution 2022-59** – Approving the Site Plan for Lot 1, Parkside Hills-Second Addition, West Branch, Iowa. / Move to action.
 - j. **Resolution 2022-60** – Approving the revised Site Plan for Progressive Rehab Associates (Dawson Plaza), Lot 1 of The Meadows, Part 4A. / Move to action.
 - k. **Resolution 2022-61** – Approving a Subdivider’s Agreement with The Meadows Inc. for The Meadows Part 5. / Move to action.
- 9. Discussion –
 - a. Direction regarding capital improvement plan
 - 10. Discussion –
 - a. Review draft temporary land use agreement with Bockenstedt for brush pile drop off site
 - 11. City Administrator Report
 - 12. City Attorney Report
 - 13. City Engineer Report
 - 14. City Staff Reports
 - 15. Comments from Mayor and Council Members
 - 16. Motion to adjourn.

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

**West Branch, Iowa
Council Chambers**

**City Council
Regular Meeting**

**May 16, 2022
7:00 p.m.**

Mayor Roger Laughlin called the West Branch City Council regular meeting to order at 7:00 p.m. Roll call: Council members present: Colton Miller, Jerry Sexton, Jodee Stoolman, Nick Goodweiler and Tom Dean. City Staff present: City Administrator Adam Kofoed, City Clerk Leslie Brick, and Finance Officer Heidi Van Auker. City Staff attending via Zoom: Police Chief John Hanna, Library Director Nick Shimmin, Parks & Rec Director Melissa Russell and Officer Cathy Steen.

APPROVE THE AGENDA

Kofoed announced two changes to the agenda prior to its approval. Kofoed said Hazelhasky's five-day license was now longer pending DRAM insurance and was ready for final approval and that agenda item (K) should list the 'principal amount not to exceed \$10,203,000' rather than \$10,203, 00.

Motion by Miller, second by Dean to approve the agenda as amended. Motion carried on a voice vote.

APPROVE CONSENT AGENDA

Approve Minutes from the May 2, 2022 Special City Council meeting.

Approve Minutes from the May 2, 2022 City Council regular meeting.

Approve a Class E Liquor license, Class B Wine, Class C Beer and Sunday sales privileges for Kum & Go LC, dba Kum & Go #254, West Branch.

Approve a Class B Beer Permit, 5 Day License for The Down Under for CDG's Kick off to Summer event on June 4, 2022.

Approve a Class B Beer Permit, 5 Day License for Hazelhasky LLC dba Herb & Lou's for CDG's Kick-Off to Summer event on June 4, 2022. (pending DRAM)

Claims for 5/16/2022

EXPENDITURES

5/16/2022

ABBY NOELCK	ADULT FITNESS INSTRUCTION	100.00
ADAM KOFOED	IMMI TRAINING MILEAGE	118.61
AMAZON	VARIOUS ITEMS - LIBRARY	1,223.01
AMAZON.COM	VARIOUS ITEMS - PARKS&REC, POLICE	841.60
CAPITAL ONE	VARIOUS ITEMS - LIBRARY	112.48
CATHERINE STEEN	BUSINESS MEALS & MILEAGE	262.84
CEDAR COUNTY COOPERATIVE	FUEL - PW	2,402.26
CEDAR COUNTY RECORDER	RECORDING FEES	7.00
CROELL, INC	MURAL BASE	1,227.90
ELITE HOLDING COMPANY	BB, TBALL, SOFTBALL SHIRTS	2,578.20
GOLD MEDAL CENTRAL IL	CONCESSION SUPPLIES	393.74
HI-LINE INC	SIGN HARDWARE	65.00
HOLIDAY INN DES MOINES	LODGING - VAN AUKE, BRICK	448.00
HOLLYWOOD GRAPHICS	HOOVER MOVERS TSHIRTS	319.55
ILLINOIS LIBRARY ASSOCIATION	LIBRARY PROGRAM SUPPLIES	634.08
KANOPY	ON DEMAND VIDEO SERVICE	31.00
KILER, KEVIN L OR KAY A	BLDG INCENTIVE PAYMENT	1,312.65
LRS HOLDINGS, LLC	TRASH, RECYCLING, GARBAGE STICKERS	16,911.75
LYNCH'S PLUMBING INC	SAMPLE TAP FOR WATER TESTING	49.20
MCELFRESH, SARA	BASEBALL REGISTRATION REFUND	50.00
MENARDS	BASES & EARTH DAY SUPPLIES	314.91
OLSON, KEVIN D	LEGAL SERVICES MAY 2022	1,500.00
OVERDRIVE INC	DIGITAL AND AUDIO BOOKS	373.96
PIP PRINTING & MARKETING	BLDG INSPECTION FORMS	131.32
PLASTIC RECYCLING OF IOWA	TRASH CANS FOR PARKS	3,574.56
PLAY IT AGAIN SPORTS	BLDG MAINT SUPPLIES CUBBY	341.97
PREMIER PARTS TIPTON	BATTERY FOR POWER TOOLS	276.35
PROTECT YOUTH SPORTS	BACKGROUND CHECKS	121.50
QUILL CORP	OFFICE SUPPLIES	160.33

SPAHN & ROSE LUMBER CO	CEMETERY SHED TRUSSES	2,000.00
STATE HYGIENIC LAB	LAB ANALYSIS	262.50
THE HOME DEPOT PRO	SUPPLIES - LIBRARY	343.52
THE SERVING, LLC	COFFEE FOR FOCUS GROUPS	50.00
ULINE	TABLES FOR PARKS	2,843.16
VEENSTRA & KIMM INC	NPDES PERMIT RENEWAL	1,024.00
WEST BRANCH TIMES	LEGAL PUBLICATIONS	2,409.43
WEX BANK	VEHICLE FUEL	1,493.86
TOTAL		46,310.24
PAYROLL-WAGES, TAXES, EMPLOYEE BENEFITS	5/13/2022	46,495.04
PAID BETWEEN MEETINGS		
WAGeworks	EMPLOYEE FLEX PLAN	113.37
VARIOUS VENDORS	UTILITY REFUNDS	78.42
GLOBAL PAYMENTS	APRIL CREDIT CARD FEES	624.50
TOTAL		816.29
GRAND TOTAL EXPENDITURES		93,621.57
FUND TOTALS		
001 GENERAL FUND	61,324.06	
031 LIBRARY	7,940.47	
110 ROAD USE TAX	6587.13	
112 TRUST AND AGENCY	5438.67	
600 WATER FUND	5514.2	
610 SEWER FUND	6,703.67	
950 BC/BS FLEXIBLE BENEFIT	113.37	
GRAND FUND TOTAL	93,621.57	

Motion by Dean second by Sexton to approve the Consent agenda. AYES: Dean, Sexton, Miller, Stoolman, Goodweiler. NAYS: None. Motion carried.

PRESENTATIONS / COMMUNICATIONS / OPEN FORUM – NONE

PUBLIC HEARING / NON-CONSENT AGENDA

Public Hearing – on Amending the current Budget for Fiscal Year ending June 30, 2022.

Laughlin opened the public hearing at 7:03 p.m. There were no public comments. Laughlin closed the public hearing at 7:04 p.m.

Resolution 2022-47 – Approving amending the current budget for the fiscal year ending June 30, 2022. / Move to action.

Budget amendment reasons: Revenue: additional revenue was added to increase line items; Charge for Service, Intergovernmental Grants, and Licenses and Permits. Revenues sources came from water, sewer, and meter connection fees; youth sports, and school resource officer, ARPA funds and building permit fees. Expense: additional expenses in wages for Police, Public Works and Building Inspections. Additional unexpected expenses for materials/services for replacement of a furnace in Town Hall, replacing automatic doors at the Library, water main repairs and derecho clean-up.

Motion by Miller, second by Goodweiler to approve Resolution 2022-47. AYES: Miller, Goodweiler, Dean, Stoolman, Sexton. NAYS: None. Motion carried.

Resolution 2022-42 – Approving a Water Tower Maintenance and Inspection Proposal from _____ . / Move to action.

Representatives from both Suez and Maguire Iron addressed the Council with their proposal of services. Maguire Iron said their proposal would stand as previously submitted along with the pricing. Suez, after the last Council meeting re-evaluated their proposal to more closely match the services of Maguire Iron's and ultimately came in at a lower cost. Kofoed asked Melina Kurtz from Suez, if her revised proposal included 'no cost for change orders', and Kurtz confirmed that statement was correct. Tim Moss, Public Works employee said he reviewed both quotes and based on cost, Suez was recommended. Miller commented that

going forward, the city should provide a scope of work requested so that fair quotes are received and that companies don't unfairly get an advantage on pricing their services. He further stated "this shouldn't that hard and as a result, someone got to lower their price".

Motion by Dean, second by Stoolman to approve Resolution 2022-42. AYES: Dean, Stoolman, Sexton, Goodweiler. NAYS: Miller. Motion carried.

Resolution 2022-48 – Setting a date to dispose of public property for the use of TIF. / Move to action.

Motion by Miller, second by Stoolman to approve Resolution 2022-48. AYES: Miller, Stoolman, Dean, Goodweiler, Sexton. NAYS: None. Motion carried.

Resolution 2022-49 – Resolution of Support of the application of BBCO, LLC for workforce housing funding and pledging city money.

Kofoed said that this resolution would provide as a letter of support (as a state requirement) for BBCO LLC to obtain workforce housing funding. The Council had no comments.

Motion by Sexton, second by Goodweiler to approve Resolution 2022-49. AYES: Sexton, Goodweiler, Miller, Stoolman, Dean. NAYS: None. Motion carried.

Resolution 2022-50 – Approve the Preliminary Plat for The Meadows Subdivision, Part 5, West Branch, Iowa. /Move to action.

The preliminary plat was reviewed by City Engineer Schechinger and Kofoed (after P&Z approval) and all changes requested have been made to their satisfaction. There were no other comments.

Motion by Dean, second by Goodweiler to approve Resolution 2022-50. AYES: Dean, Goodweiler, Sexton, Stoolman, Miller. NAYS: None. Motion carried.

Resolution 2022-51 – Approving a broker change to Cottingham Butler for employee benefits and entering a 28e intergovernmental agreement with Iowa Community Trust governmental health and related benefits program. /Move to action.

Kofoed said that he and a few staff members met earlier this spring with Cottingham Butler to discuss the broker change and join the Iowa Community Trust program. Kofoed said he is familiar with the broker who served his former community and said cost savings were recognized immediately. He went to add that by joining the trust, the city (and employees) will see a reduction in costs and more preventative care benefits. Kofoed said staff is aware of the change and employees have been notified.

Motion by Dean, second by Goodweiler to approve Resolution 2022-51. AYES: Dean, Goodweiler, Stoolman, Miller, Sexton. NAYS: None. Motion carried.

Resolution 2022-52 - Adopting a Pay Scale / Move to action.

Kofoed explained that four staff members and two council members met earlier this year to discuss a pay scale for employees of the city. Kofoed said that he conducted a survey of seventeen 'like-size' cities to find out what other cities are paying their employees as compared to West Branch. What the survey indicated, West Branch employees have fallen behind their peers in pay in the absence of a merit pay policy. The results show that some positions are behind, while others are on pace. Kofoed said that by adopting a pay scale and adding certification pay for certain positions may help with employee retention. Miller asked if the city's future growth would support the proposed pay scale. Kofoed replied that he could not 100% say that it will, but further stated that future hiring will be hold until we can afford to. Stoolman stated that unnecessary city projects will need to be cut in order to adequately compensate the under paid employees. Goodweiler voiced his approval for the adopting the pay scale and expressed his surprise at how low some positions are being paid.

Motion by Goodweiler, second by Dean to approve Resolution 2022-52. AYES: Goodweiler, Dean, Miller, Stoolman, Sexton. NAYS: None. Motion carried.

Resolution 2022-53 –Adopting a merit pay policy. / Move to action.

The Council had no discussion.

Motion by Dean, second by Goodweiler to approve Resolution 2022-53. AYES: Dean, Goodweiler, Sexton, Miller, Stoolman. NAYS: None. Motion carried.

Resolution 2022-54 – Authorizing a withdraw of funds in the amount of \$600.00 from Fidelity Bank & Trust for the purpose of petty cash for Cubby Park Concessions. / Move to action.

Motion by Goodweiler, second by Sexton to approve Resolution 2022-54. AYES: Goodweiler, Sexton, Miller, Stoolman, Dean. NAYS: None. Motion carried.

Resolution 2022-55- Resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$10,203,000.

Motion by Miller, second by Dean to approve Resolution 2022-55. AYES: Miller, Dean, Stoolman, Sexton, Goodweiler. NAYS: None. Motion carried.

First Reading Ordinance 793 – Amending Chapter 99, titled Sewer Service, section 99.01 “Sewer Service Charges Required”. / Move to action.

Kofoed said he spoke with the city’s financial advisor and the proposed rates are what will be needed to ensure the city has adequate funds available to meet the cities financial obligation. Burger of Speer Financial also suggested that the city use a per one-thousand-dollar rate as that will be fairer to all consumers and easier to adjust in the future. While the council was not in favor of the adjustment, they also realized they had no other choice in the matter.

Motion by Dean, second by Miller to approve the third reading of Ordinance 793. AYES: Dean, Miller, Sexton, Goodweiler. NAYS: Stoolman. Motion carried.

CITY ADMINISTRATOR REPORT

Kofoed reported that he is working with the city engineer to finalize plans for the East Side Water Main Project. He also updated on progress on six of eight nuisance properties that have made progress and will be sending second notices to the remaining two.

CITY ATTORNEY REPORT - Absent

CITY ENGINEER REPORT

Schechinger said as final plans are continuing to be completed, new cost estimates are considerably higher and will add approximately eighty-six thousand dollars in concrete and one hundred thousand with the moving of a water main. Schechinger said he will continue to work on the financial impact of the project to the city and will have more information by the next council meeting.

STAFF REPORTS - No reports.

COMMENTS FROM MAYOR AND COUNCIL MEMBERS

Laughlin announced that CDG’s Kick-off to Summer event will be held downtown on June 3rd and 4th and encouraged everyone to attend. Miller commented that he was going through old emails and found one dating back to 2015 regarding the Wapsi Creek widening project and gaining easements. Stoolman said she participated in the Hoover’s Hometown Days visioning/mission project.

ADJOURNMENT

Motion to adjourn by Goodweiler, second by Sexton. Motion carried on a voice vote. City Council meeting adjourned at 8:02 p.m.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 6, 2022

AGENDA ITEM:	Approve a Class C Beer, Class B Native Wine and Sunday Sales for Parkside Petroleum, LLC West Branch.
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 4, 2022
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BACKGROUND:

Approve Class C Beer permit, Class B Native Wine with Sunday Sales privileges for Parkside Petroleum LLC, West Branch.

Renewal effective June 19, 2022 to June 18, 2023.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 6, 2022

AGENDA ITEM: Approve Cigarette Permit Renewals for FY23
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PREPARED BY: City Clerk, Leslie Brick
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DATE: June 1, 2022

BACKGROUND:

Approve FY23 Cigarette Permit renewals for:

- Kum & Go LC dba Kum & Go #254 – 620 S. Downey St., West Branch
- Casey's Marketing Company, dba Casey's #3463 – 615 S. Downey St., West Branch
- Parkside Petroleum, LLC dba Parkside BP – 401 Parkside Dr., West Branch
- BPG LLC dba Jack & Jill Store – 115 E Main St., West Branch

Renewals effective July 1, 2022 to June 30, 2023.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 6, 2022

AGENDA ITEM:	Accept the approval of Zachary Howell as a firefighter / paramedic with the West Branch Volunteer Fire Department
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PREPARED BY:	City Clerk, Leslie Brick
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DATE:	May 24, 2022
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BACKGROUND:

The West Branch Fire Department voted and approved Zachary Howell as a firefighter/paramedic for the West Branch Fire Department. Approved by the WBFD on May 4, 2022.

Zachary is a career firefighter with the City of Cedar Rapids and has a passion for volunteering for the community with which he lives.



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 6, 2022

AGENDA ITEM: Claims

PREPARED BY: Heidi Van Auken

DATE: June 1, 2022

SUMMARY:

Claims Report: These are routine expenditures that include payroll, budget expenditures, and other financial items that relate to City Council approved items and/or other day-to-day operational disclosures.

EXPENDITURES**6/6/2022**

AE OUTDOOR POWER	MOWER PARTS	313.57
ALTORFER INC	PARTS	11.50
AMAZON.COM.CA.,INC.	CONCESSION SUPPLIES	153.59
BAKER & TAYLOR INC.	BOOKS	722.96
BROWN'S WEST BRANCH	SERVICE FOR VEHICLE	51.47
DATA443 RISK MITIGATION, I	RANSOMWARE RECOVERY SUBSCRIPTION	178.75
DECKER SPORTING GOODS INC	FIELD LINES PAINT	383.00
HAWKINS INC	CHEMICALS	2,058.63
HEIDI VAN AUKEN	MILEAGE REIMBURSEMENT	20.48
HEMMEN CRAIG OR JEAN	BLDG INCENTIVE PAYMENT	1,018.10
IMPACT7G INC	WIDENING WAPSI CREEK	20,782.00
IOWA ONE CALL	UTILITY LOCATION SERVICE	149.40
JAYME CILEK	CLEANING SERVICES-PARKS	292.50
JOHN DEERE FINANCIAL	SUPPLIES	76.25
LIBERTY COMMUNICATIONS	LIBERTY COMMUNICATIONS	1,547.23
LIGHTHOUSE HOTEL DEV	HOTEL MARKET STUDY - FINAL	3,850.00
LINDSAY RACEY	TOWN HALL RESERVATION REFUND	80.00
LYNCH'S EXCAVATING INC	BROKEN PIPE - S 1ST REG HRS	7,112.23
MENARDS	PARKS&REC SUPPLIES	357.18
MUNICIPAL SUPPLY INC.	METERS AND SUPPLIES	4,924.94
OLSON, KEVIN D	LEGAL SERVICES JUNE 2022	1,500.00
OVERDRIVE INC	DIGITAL AND AUDIO BOOKS	227.49
RAINMASTER IRRIGATION	CUBBY PARK IRRIGATION	1,390.00
RUSSELL, MELISSA	CONCESSION SUPPLIES REIMBURSEMENT	138.49
STATE INDUSTRIAL PRODUCTS	FOG TREATMENT FOR LIFT STATION	236.00
THE GAZETTE	SUBSCRIPTION	462.80
VEENSTRA & KIMM INC.	VARIOUS PROJECTS	22,785.55
TOTAL		70,824.11

**PAYROLL-WAGES, TAXES,
EMPLOYEE BENEFITS**

5/27/2022 62,244.00

PAID BETWEEN MEETINGS

ALLIANT ENERGY	ALLIANT ENERGY	9,034.06
CARRIE HOURIGAN	CLEANING SERVICES - LIBRARY	736.00
CEDAR COUNTY COOPERATIVE	FUEL - FIRE DEPT	1,538.24
CULLIGAN WATER TECH	WATER SOFTNER SERVICE	78.95
FASTENAL	BATTERIES	125.38
HEIMAN FIRE EQUIPMENT	UNIFORMS	325.00
KIRKWOOD COMM COLLEGE	TRAINING COURSE FEES - FIRE DEPT	147.00
LINN COUNTY REC	STREET LIGHTS	207.80
LRS HOLDING	PORTABLE SERVICE - CEMETERY	100.00

MENARDS	CEMETERY SHED MATERIALS	3,415.93
OFFICE EXPRESS	OFFICE CHAIRS	715.99
PLUNKETT'S PEST CONTROL	PEST CONTROL - CITY OFFICE, TOWN HALL	98.98
UMB BANK	BOND PAYMENTS	838,025.00
COLEMAN FENNER	UMPIRE PAY - 8 GAMES	400.00
SASHA KOENIG	UMPIRE PAY - 8 GAMES	320.00
WAGeworks	EMPLOYEE FLEX PLAN	33.17
UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE	662.64
WELLMARK	HEALTH INSURANCE	18,968.70

TOTAL	874,932.84
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GRAND TOTAL EXPENDITURES	1,008,000.95
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FUND TOTALS

001 GENERAL FUND	47,559.39
022 CIVIC CENTER	526.31
031 LIBRARY	9,269.42
110 ROAD USE TAX	8636.26
112 TRUST AND AGENCY	26178.68
226 BONDING	838025
321 WIDENING WAPSI CREEK	23,398.00
324 WW TREATMT FACILITY	5,670.55
326 ROUNDABOUT MAIN & CEDAR	12,974.00
600 WATER FUND	27,173.00
610 SEWER FUND	8557.17
950 BC/BS FLEXIBLE BENEFIT	33.17
GRAND FUND TOTAL	1,008,000.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE OPERATION	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	288.75
			TOTAL:	288.75
FIRE OPERATION	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	87.40
			TOTAL:	87.40
PARK & RECREATION	GENERAL FUND	RUSSELL, MELISSA	CONCESSION SUPPLIES REIMBU	59.94
			CONCESSION SUPPLIES REIMBU	4.50
			REIMBURSEMENT FOR CONCESSI	74.05
		MENARDS	REC ON THE GO	38.68
			GARDENING PROGRAM	212.62
		BROWN'S WEST BRANCH	SERVICE FOR VEHICLE	51.47
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	280.41
		DECKER SPORTING GOODS INC	FIELD LINES PAINT	383.00
		RAINMASTER IRRIGATION	CUBBY PARK IRRIGATION	1,390.00
		AMAZON.COM.CA., INC.	CONCESSION SUPPLIES	167.37
			CONCESSION SUPPLIES	13.78-
		JAYME CILEK	CLEANING SERVICES-PARKS	292.50
			TOTAL:	2,940.76
CEMETERY	GENERAL FUND	JOHN DEERE FINANCIAL	SUPPLIES	76.25
		AE OUTDOOR POWER	MOWER PARTS	313.57
			TOTAL:	389.82
ECONOMIC DEVELOPMENT	GENERAL FUND	HEMMEN CRAIG OR JEAN	BLDG INCENTIVE PAYMENT	1,018.10
		LIGHTHOUSE HOTEL DEVELOPMENT GROUP	HOTEL MARKET STUDY - FINAL	3,850.00
			TOTAL:	4,868.10
CLERK & TREASURER	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	427.37
		HEIDI VAN AUKEN	MILEAGE REIMBURSEMENT	20.48
			TOTAL:	447.85
LEGAL SERVICES	GENERAL FUND	OLSON, KEVIN D	LEGAL SERVICES JUNE 2022	1,500.00
			TOTAL:	1,500.00
LOCAL CABLE ACCESS	GENERAL FUND	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	64.95
			TOTAL:	64.95
COMMISSION	GENERAL FUND	VEENSTRA & KIMM INC.	LOT SITE PLAN REVIEW	837.00
			TIDEWATER RETAINING WALL	176.00
			TOTAL:	1,013.00
TOWN HALL	CIVIC CENTER	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	43.90
		LINDSAY RACEY	TOWN HALL RESERVATION REFU	80.00
			TOTAL:	123.90
LIBRARY	LIBRARY	OVERDRIVE INC	DIGITAL AND AUDIO BOOKS	227.49
		MENARDS	SUPPLIES-SEATING AREA, PAI	105.88
		BAKER & TAYLOR INC.	BOOKS	722.96
		LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	236.50
		THE GAZETTE	SUBSCRIPTION	462.80
		DATA443 RISK MITIGATION, INC	RANSOMWARE RECOVERY SUBSCR	178.75
			TOTAL:	1,934.38
ROADS & STREETS	ROAD USE TAX	LIBERTY COMMUNICATIONS	TELEPHONE SERVICE	39.32
			TOTAL:	39.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
CAPITAL PROJECT	WIDENING WAPSI CRE	VEENSTRA & KIMM INC. IMPACT7G INC	CHANNEL WIDENING FLOOD IMP WIDENING WAPSI CREEK TOTAL:	2,616.00 20,782.00 23,398.00
CAPITAL PROJECT	WW TREATMT FAC IMP	VEENSTRA & KIMM INC.	WW TREATMENT FACILITY IMPR WW TREATMENT FACILITY IMPRO WW TREATMENT FACILITY IMPR TOTAL:	4,560.00 808.05 302.50 5,670.55
INVALID DEPARTMENT	ROUNDABOUT MAIN &	VEENSTRA & KIMM INC.	ROUNDABOUT MAIN/CEDAR TOTAL:	12,974.00 12,974.00
WATER OPERATING	WATER FUND	IOWA ONE CALL MUNICIPAL SUPPLY INC. LYNCH'S EXCAVATING INC HAWKINS INC LIBERTY COMMUNICATIONS	UTILITY LOCATION SERVICE METERS AND SUPPLIES WATER METERS BROKEN PIPE - S 1ST REG HR HYDRANT REPAIR - DIVISION BROKEN PIPE - AFTER HOURS CHEMICALS TELEPHONE SERVICE TOTAL:	74.70 3,888.00 1,036.94 2,364.54 481.69 4,266.00 2,058.63 39.31 14,209.81
SEWER OPERATING	SEWER FUND	IOWA ONE CALL ALTORFER INC VEENSTRA & KIMM INC. LIBERTY COMMUNICATIONS STATE INDUSTRIAL PRODUCTS	UTILITY LOCATION SERVICE PARTS NPDES PERMIT RENEWAL TELEPHONE SERVICE FOG TREATMENT FOR LIFT STA TOTAL:	74.70 11.50 512.00 39.32 236.00 873.52

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

001	GENERAL FUND	11,600.63
022	CIVIC CENTER	123.90
031	LIBRARY	1,934.38
110	ROAD USE TAX	39.32
321	WIDENING WAPSI CREEK @ BE	23,398.00
324	WW TREATMT FAC IMP 2021	5,670.55
326	ROUNDABOUT MAIN & CEDAR-J	12,974.00
600	WATER FUND	14,209.81
610	SEWER FUND	873.52

GRAND TOTAL: 70,824.11



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 6, 2022

AGENDA ITEM: April Monthly Financial Report
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PREPARED BY: Heidi Van Auken

DATE: May 13, 2022

SUMMARY:

Monthly Financial Report: This report includes revenue, investments, expenditures, and balances for the month of April 2022.

BANK TO BOOK RECONCILIATION				
4/30/2022				
BANK BALANCE @				
	CASH - FIDELITY BANK & TRUST			\$ 5,882,690.02
	CASH - FIDELITY BANK & TRUST - PERPETUAL CARE FUND			\$ 29,790.60
	SUB TOTAL			\$ 5,912,480.62
ADD:	CD'S:	Bank/CD #	Maturity Date	
	ENLOW BUILDING CD	LIBERTY SAVINGS-10447	5/2/2022	\$ 11,157.28
	CEMETERY PERPETUAL CARE	HILLS BANK-30282503	6/11/2022	\$ 97,213.25
	LIBRARY-HANSEN DONATION CD	GREENSTATE-1025	8/1/2022	\$ 55,289.28
	LIBRARY-KROUTH PRINCIPAL CD	GREENSTATE-1026	9/2/2022	\$ 51,120.15
	LIBRARY-KROUTH INTEREST CD	GREENSTATE-1027	9/2/2022	\$ 23,964.69
	GEN FUND-STREETSCAPE-ACCIONA DONATION CD	GREENSTATE-1028	12/6/2022	\$ 7,003.00
	SAVINGS ACCOUNTS			
	GENERAL FUND SAVINGS	GREENSTATE-0001		\$ 5.00
	LIBRARY - KROUTH INTEREST	FIDELITY-SAVINGS ACCOUNT		\$ 8,513.80
	LIBRARY - M GRAY SAVINGS	FIDELITY-SAVINGS ACCOUNT		\$ 16,336.88
	TOTAL CD'S & SAVINGS ACCOUNTS			\$ 270,603.33
	SUB TOTAL			\$ 6,183,083.95
	O/S DEPOSITS			\$ 650.56
LESS:	O/S CHECKS			\$ 35,781.86
	ENDING BOOK BALANCE			\$ 6,147,952.65
	NON-RECONCILIATION ITEM-CUBBY PARK CONCESSIONS			\$ 600.00

CLERK'S REPORT FOR THE MONTH OF APRIL 2022

DESCRIPTION	CHECKING	INVESTMENT	BEGINNING BALANCE	RECEIPTS	TRANSFER IN	DISBURSED	TRANSFER OUT	NET CHANGE LIABILITIES	CLERK'S BALANCE
GENERAL									
*(001) GENERAL OPERATING FUND	\$ 1,529,496.88	\$ 5.00	\$ 1,529,501.88	\$ 515,246.86		\$ 124,421.55			\$ 1,920,327.19
** FIRE APPARATUS RESERVE	\$ 400,132.05	\$ -	\$ 400,132.05						\$ 400,132.05
POLICE APPARATUS RESERVE	\$ 56,587.08	\$ -	\$ 56,587.08						\$ 56,587.08
PARK & RECREATION RESERVE	\$ 17,340.39	\$ -	\$ 17,340.39						\$ 17,340.39
PUBLIC WORKS RESERVE	\$ 11,030.00	\$ -	\$ 11,030.00						\$ 11,030.00
SIGNS-ACCIONA DTN INVESTMENT	\$ 0.00	\$ 7,003.00	\$ 7,003.00						\$ 7,003.00
PARK EQUIPMENT/RESERVE	\$ 1,500.00	\$ -	\$ 1,500.00						\$ 1,500.00
(022) CIVIC CENTER	\$ 32,522.14	\$ -	\$ 32,522.14	\$ 4,334.63		\$ 715.50			\$ 36,141.27
(027) MEMORIAL GARDEN PROJECT	\$ 314.00	\$ -	\$ 314.00						\$ 314.00
(028) SPLASH PAD RESERVE	\$ 100.00	\$ -	\$ 100.00						\$ 100.00
(031) LIBRARY	\$ (149,433.13)	\$ 91,291.11	\$ (58,142.02)	\$ 11,923.83		\$ 22,691.21			\$ (68,909.40)
(036) TORT LIABILITY	\$ (5,120.71)	\$ -	\$ (5,120.71)	\$ 16,628.60					\$ 11,507.89
SPECIAL REVENUE									
(110) ROAD USE TAX	\$ 20,834.97	\$ -	\$ 20,834.97	\$ 37,624.20		\$ 26,959.68			\$ 31,499.49
(112) TRUST & AGENCY (EMPLOYEE BENEFITS)	\$ 193,561.01	\$ -	\$ 193,561.01	\$ 108,180.88		\$ 27,377.32			\$ 274,364.57
(119) EMERGENCY TAX FUND	\$ 25,735.20	\$ -	\$ 25,735.20	\$ 14,933.00					\$ 40,668.20
(121) LOCAL OPTION SALES TAX	\$ 426,429.03	\$ -	\$ 426,429.03	\$ 20,910.73					\$ 447,339.76
(125) TIF	\$ 398,818.79	\$ -	\$ 398,818.79	\$ 171,573.25					\$ 570,392.04
(160) REVOLVING LOAN FUND	\$ 137,082.45	\$ -	\$ 137,082.45						\$ 137,082.45
DEBT SERVICE									
(226) DEBT SERVICE	\$ 268,505.09	\$ -	\$ 268,505.09	\$ 119,505.57					\$ 388,010.66
CAPITAL PROJECTS									
(300) CAPITAL IMPROVEMENT RESERVE	\$ 36,400.00	\$ -	\$ 36,400.00	\$ 21,986.75					\$ 58,386.75
(302) ARPA NEU FUND	\$ 186,305.60	\$ -	\$ 186,305.60						\$ 186,305.60
(304) W MAIN ST STORMWATER IMP	\$ 10,000.00	\$ -	\$ 10,000.00						\$ 10,000.00
(308) PARK IMP - PEDERSEN VALLEY	\$ 14,827.20	\$ -	\$ 14,827.20						\$ 14,827.20
(312) DOWNTOWN EAST REDEVELOPMENT	\$ 173,912.82	\$ -	\$ 173,912.82						\$ 173,912.82
(319) RELOCATION OF WATER & SEWER LINES	\$ (4,655.22)	\$ -	\$ (4,655.22)						\$ (4,655.22)
(321) WIDENING WAPSI CREEK @ BERANEK PARK	\$ 149,371.20	\$ -	\$ 149,371.20						\$ 149,371.20
(323) I-80 WEST, WATER MAIN RELOCATE	\$ (24,271.48)	\$ -	\$ (24,271.48)						\$ (24,271.48)
(324) WW TREATMT FAC IMP 2021	\$ (132,367.00)	\$ -	\$ (132,367.00)			\$ 33,710.00			\$ (166,077.00)
(326) ROUNDABOUT MAIN & CEDAR	\$ (6,429.00)	\$ -	\$ (6,429.00)						\$ (6,429.00)
(327) SPONSORED WATER QUALITY IMPE 2021	\$ (19,894.95)	\$ -	\$ (19,894.95)			\$ 105.05			\$ (20,000.00)
PERMANENT									
(500) CEMETERY PERPETUAL FUND	\$ 29,550.60	\$ 97,213.25	\$ 126,763.85	\$ 300.00					\$ 127,063.85
(501) KROUTH PRINCIPAL FUND	\$ -	\$ 51,126.28	\$ 51,126.28						\$ 51,126.28
(502) KROUTH INTEREST FUND	\$ -	\$ 23,964.69	\$ 23,964.69						\$ 23,964.69
ENTERPRISE									
(600) WATER FUND	\$ 192,092.41	\$ -	\$ 192,092.41	\$ 50,405.80		\$ 31,787.16	\$ 5,095.00		\$ 205,616.05
(603) WATER SINKING FUND	\$ 48,254.17	\$ -	\$ 48,254.17	\$ -	\$ 5,095.00				\$ 53,349.17
(610) SEWER FUND	\$ 511,529.73	\$ -	\$ 511,529.73	\$ 69,794.06		\$ 20,914.55	\$ 27,179.25		\$ 533,229.99
(611) SEWER FUND SPECIAL	\$ 363,477.00	\$ -	\$ 363,477.00	\$ -	\$ 27,179.25				\$ 390,656.25
(740) STORM WATER UTILITY	\$ 109,143.89	\$ -	\$ 109,143.89	\$ 4,801.50					\$ 113,945.39
(950) BC/BS FLEXIBLE BENEFIT	\$ (3,918.64)	\$ -	\$ (3,918.64)			\$ 881.89			\$ (4,800.53)
TOTAL	\$ 4,998,763.57	\$ 270,603.33	\$ 5,269,366.90	\$ 1,168,149.66	\$ 32,274.25	\$ 289,563.91	\$ 32,274.25	\$ -	\$ 6,147,952.65
O/S CHECKS			\$24,639.87						\$35,781.86
O/S DEPOSIT			\$0.00						\$650.56
BANK STATEMENT BALANCE			\$5,294,006.77						\$6,183,083.95

CITY OF WEST BRANCH
MTD TREASURERS REPORT
AS OF: APRIL 30TH, 2022

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
001-GENERAL FUND	2,023,094.40	515,246.86	124,421.55	2,413,919.71	0.00	0.00	2,413,919.71
011-POLICE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
014-FIRE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
016-CEMETERY BLDG/EQUIP RES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
017-PARK & REC RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-PUBLIC WORKS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-CIVIC CENTER	32,522.14	4,334.63	715.50	36,141.27	0.00	0.00	36,141.27
026-SIGNS-ACCIONA DONATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
027-MEMORIAL GARDEN PROJECT	314.00	0.00	0.00	314.00	0.00	0.00	314.00
028-SPLASH PAD RESERVE	100.00	0.00	0.00	100.00	0.00	0.00	100.00
031-LIBRARY	(58,142.02)	11,923.83	22,691.21	(68,909.40)	0.00	0.00	(68,909.40)
036-TORT LIABILITY	(5,120.71)	16,628.60	0.00	11,507.89	0.00	0.00	11,507.89
050-HOME TOWN DAYS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-ROAD USE TAX	20,834.97	37,624.20	26,959.68	31,499.49	0.00	0.00	31,499.49
111-POLICE RECOVERY ACT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112-TRUST AND AGENCY	193,561.01	108,180.88	27,377.32	274,364.57	0.00	0.00	274,364.57
119-EMERGENCY TAX FUND	25,735.20	14,933.00	0.00	40,668.20	0.00	0.00	40,668.20
121-OPTION TAX	426,429.03	20,910.73	0.00	447,339.76	0.00	0.00	447,339.76
125-T I F	398,818.79	171,573.25	0.00	570,392.04	0.00	0.00	570,392.04
160-REVOLVING LOAN FUND	137,082.45	0.00	0.00	137,082.45	0.00	0.00	137,082.45
225-TIF DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
226-GO DEBT SERVICE	268,505.09	119,505.57	0.00	388,010.66	0.00	0.00	388,010.66
300-CAPITAL IMPROV. RESERVE	36,400.00	21,986.75	0.00	58,386.75	0.00	0.00	58,386.75
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	186,305.60	0.00	0.00	186,305.60	0.00	0.00	186,305.60
303-FIRE CAP PROJECT ADDITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
304-EASTSIDE WATER MAINS	10,000.00	0.00	0.00	10,000.00	0.00	0.00	10,000.00
305-MAIN ST CROSSINGS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306-4TH ST IMPROVEMENTS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307-MAIN ST INTERSECTION IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
308-PARK IMP - PEDERSEN VALLE	14,827.20	0.00	0.00	14,827.20	0.00	0.00	14,827.20
309-PHASE I PARK IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-COLLEGE STREET BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
311-BERANEK PARKING IMPROVEME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
312-DOWNTOWN EAST REDEVELOPME	173,912.82	0.00	0.00	173,912.82	0.00	0.00	173,912.82
313-MAIN ST SIDEWALK-PHASE 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
314-N FIRST ST IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
315-MAIN ST WATER MAIN IMPROV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
316-I & I LINE/GROUT PH 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00
317-ORANGE ST 4TH TO 5TH IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
318-COLLEGE ST & 2ND ST IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
319-RELOCATING WATER & SEWER	(4,655.22)	0.00	0.00	(4,655.22)	0.00	0.00	(4,655.22)
320-LIBRARY PARKING LOT IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321-WIDENING WAPSI CREEK @ BE	149,371.20	0.00	0.00	149,371.20	0.00	0.00	149,371.20
322-SPLASH PAD	0.00	0.00	0.00	0.00	0.00	0.00	0.00
323-I-80 WEST, WATER MAIN REL	(24,271.48)	0.00	0.00	(24,271.48)	0.00	0.00	(24,271.48)
324-WW TREATMT FAC IMP 2021	(132,367.00)	0.00	33,710.00	(166,077.00)	0.00	0.00	(166,077.00)
326-ROUNDAABOUT MAIN & CEDAR-J	(6,429.00)	0.00	0.00	(6,429.00)	0.00	0.00	(6,429.00)
327-SPONS WATER QUAL IMP 2021	(19,894.95)	0.00	105.05	(20,000.00)	0.00	0.00	(20,000.00)
500-CEMETERY PERPETUAL FUND	126,763.85	300.00	0.00	127,063.85	0.00	0.00	127,063.85

CITY OF WEST BRANCH
MTD TREASURERS REPORT
AS OF: APRIL 30TH, 2022

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
501-KROUTH PRINCIPAL FUND	51,126.28	0.00	0.00	51,126.28	0.00	0.00	51,126.28
502-KROUTH INTEREST FUND	23,964.69	0.00	0.00	23,964.69	0.00	0.00	23,964.69
600-WATER FUND	192,092.41	50,405.80	36,882.16	205,616.05	0.00	0.00	205,616.05
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	48,254.17	5,095.00	0.00	53,349.17	0.00	0.00	53,349.17
610-SEWER FUND	511,529.73	69,794.06	48,093.80	533,229.99	0.00	0.00	533,229.99
611-SEWER FUND SPECIAL	363,477.00	27,179.25	0.00	390,656.25	0.00	0.00	390,656.25
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	109,143.89	4,801.50	0.00	113,945.39	0.00	0.00	113,945.39
950-BC/BS FLEXIBLE BENEFIT	(3,918.64)	0.00	881.89	(4,800.53)	0.00	0.00	(4,800.53)
GRAND TOTAL	5,269,366.90	1,200,423.91	321,838.16	6,147,952.65	0.00	0.00	6,147,952.65

*** END OF REPORT ***

CITY OF WEST BRANCH
YTD TREASURERS REPORT
AS OF: APRIL 30TH, 2022

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
001-GENERAL FUND	1,747,232.19	1,743,491.62	1,076,804.10	2,413,919.71	0.00	0.00	2,413,919.71
011-POLICE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
014-FIRE APPARATUS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
016-CEMETERY BLDG/EQUIP RES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
017-PARK & REC RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-PUBLIC WORKS RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-CIVIC CENTER	43,283.79	13,718.58	20,861.10	36,141.27	0.00	0.00	36,141.27
026-SIGNS-ACCIONA DONATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
027-MEMORIAL GARDEN PROJECT	314.00	0.00	0.00	314.00	0.00	0.00	314.00
028-SPLASH PAD RESERVE	100.00	0.00	0.00	100.00	0.00	0.00	100.00
031-LIBRARY	95,826.09	29,120.65	193,856.14	(68,909.40)	0.00	0.00	(68,909.40)
036-TORT LIABILITY	33,009.62	44,444.45	65,946.18	11,507.89	0.00	0.00	11,507.89
050-HOME TOWN DAYS FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110-ROAD USE TAX	269,458.19	284,001.95	521,960.65	31,499.49	0.00	0.00	31,499.49
111-POLICE RECOVERY ACT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112-TRUST AND AGENCY	215,782.29	289,097.12	230,514.84	274,364.57	0.00	0.00	274,364.57
119-EMERGENCY TAX FUND	762.47	39,905.73	0.00	40,668.20	0.00	0.00	40,668.20
121-OPTION TAX	175,622.55	271,717.21	0.00	447,339.76	0.00	0.00	447,339.76
125-T I F	143,547.46	453,833.52	26,988.94	570,392.04	0.00	0.00	570,392.04
160-REVOLVING LOAN FUND	137,082.45	0.00	0.00	137,082.45	0.00	0.00	137,082.45
225-TIF DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
226-GO DEBT SERVICE	250,720.66	320,048.11	182,758.11	388,010.66	0.00	0.00	388,010.66
300-CAPITAL IMPROV. RESERVE	0.00	58,386.75	0.00	58,386.75	0.00	0.00	58,386.75
301-REAP GRANT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
302-ARPA NEU FUND	0.00	186,305.60	0.00	186,305.60	0.00	0.00	186,305.60
303-FIRE CAP PROJECT ADDITION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
304-EASTSIDE WATER MAINS	10,000.00	0.00	0.00	10,000.00	0.00	0.00	10,000.00
305-MAIN ST CROSSINGS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
306-4TH ST IMPROVEMENTS PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
307-MAIN ST INTERSECTION IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
308-PARK IMP - PEDERSEN VALLE	50,077.20	0.00	35,250.00	14,827.20	0.00	0.00	14,827.20
309-PHASE I PARK IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-COLLEGE STREET BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
311-BERANEK PARKING IMPROVEME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
312-DOWNTOWN EAST REDEVELOPME	173,912.82	0.00	0.00	173,912.82	0.00	0.00	173,912.82
313-MAIN ST SIDEWALK-PHASE 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
314-N FIRST ST IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
315-MAIN ST WATER MAIN IMPROV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
316-I & I LINE/GROUT PH 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00
317-ORANGE ST 4TH TO 5TH IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
318-COLLEGE ST & 2ND ST IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
319-RELOCATING WATER & SEWER	564.78	0.00	5,220.00	(4,655.22)	0.00	0.00	(4,655.22)
320-LIBRARY PARKING LOT IMPRO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
321-WIDENING WAPSI CREEK @ BE	165,279.48	0.00	15,908.28	149,371.20	0.00	0.00	149,371.20
322-SPLASH PAD	0.00	0.00	0.00	0.00	0.00	0.00	0.00
323-I-80 WEST, WATER MAIN REL	(38,302.89)	217,783.03	203,751.62	(24,271.48)	0.00	0.00	(24,271.48)
324-WW TREATMT FAC IMP 2021	62,510.00	437,250.00	665,837.00	(166,077.00)	0.00	0.00	(166,077.00)
326-ROUNDAABOUT MAIN & CEDAR-J	0.00	0.00	6,429.00	(6,429.00)	0.00	0.00	(6,429.00)
327-SPONS WATER QUAL IMP 2021	(6,524.60)	0.00	13,475.40	(20,000.00)	0.00	0.00	(20,000.00)
500-CEMETERY PERPETUAL FUND	126,078.58	985.27	0.00	127,063.85	0.00	0.00	127,063.85

CITY OF WEST BRANCH
YTD TREASURERS REPORT
AS OF: APRIL 30TH, 2022

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENSES	CASH BASIS ENDING BAL.	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
501-KROUTH PRINCIPAL FUND	51,008.10	118.18	0.00	51,126.28	0.00	0.00	51,126.28
502-KROUTH INTEREST FUND	23,912.17	52.52	0.00	23,964.69	0.00	0.00	23,964.69
600-WATER FUND	162,777.76	518,010.71	475,172.42	205,616.05	0.00	0.00	205,616.05
601-WATER RESERVE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
603-WATER SINKING FUND	5,092.92	50,950.00	2,693.75	53,349.17	0.00	0.00	53,349.17
610-SEWER FUND	339,461.60	635,514.59	441,746.20	533,229.99	0.00	0.00	533,229.99
611-SEWER FUND SPECIAL	150,915.50	239,740.75	0.00	390,656.25	0.00	0.00	390,656.25
614-WASTEWATER LIFT STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740-STORM WATER UTILITY	126,610.48	53,709.68	66,374.77	113,945.39	0.00	0.00	113,945.39
950-BC/BS FLEXIBLE BENEFIT	(1,478.55)	0.00	3,321.98	(4,800.53)	0.00	0.00	(4,800.53)
GRAND TOTAL	4,514,637.11	5,888,186.02	4,254,870.48	6,147,952.65	0.00	0.00	6,147,952.65

*** END OF REPORT ***

PROGRAM EXPENDITURES FOR THE MONTH APRIL OF 2022

83.33%

FUNCTIONS	BUDGET EXP	MTD EXP	YTD EXP	REMAINING BALANCE	PERCENT OF EXPENSES
PUBLIC SAFETY					
POLICE DEPARTMENT					
GENERAL FUND	\$ 357,004.00	\$ 34,450.76	\$ 267,743.64	\$ 89,260.36	75.00%
TORT LIABILITY	\$ 12,102.00	\$ -	\$ 10,995.85	\$ 1,106.15	90.86%
TRUST & AGENCY	\$ 83,466.00	\$ 9,091.71	\$ 74,352.78	\$ 9,113.22	89.08%
FIRE DEPARTMENT					
GENERAL FUND	\$ 259,000.00	\$ 4,022.24	\$ 75,561.21	\$ 183,438.79	29.17%
TORT LIABILITY	\$ 10,759.00	\$ -	\$ 25,530.17	\$ (14,771.17)	237.29%
TRUST & AGENCY	\$ 18,992.00	\$ 1,533.87	\$ 17,310.73	\$ 1,681.27	91.15%
ANIMAL CONTROL	\$ 3,250.00		\$ 1,797.74	\$ 1,452.26	55.32%
BUILDING INSPECTIONS	\$ 16,611.00	\$ 3,457.61	\$ 19,647.63	\$ (3,036.63)	118.28%
TOTAL PUBLIC SAFETY	\$ 761,184.00	\$ 52,556.19	\$ 492,939.75	\$ 268,244.25	64.76%
PUBLIC WORKS					
ROADS & STREETS					
GENERAL FUND	\$ 69,472.00	\$ 751.96	\$ 13,783.21	\$ 55,688.79	19.84%
TORT LIABILITY	\$ 13,938.00	\$ -	\$ 12,891.36	\$ 1,046.64	92.49%
ROAD USE TAX FUND	\$ 400,040.00	\$ 26,959.68	\$ 521,960.65	\$ (121,920.65)	130.48%
TRUST & AGENCY	\$ 57,468.00	\$ 5,688.51	\$ 47,167.32	\$ 10,300.68	82.08%
STREET LIGHTING - GENERAL FUND	\$ 37,000.00	\$ 2,955.40	\$ 29,719.47	\$ 7,280.53	80.32%
SOLID WASTE - GENERAL FUND	\$ 201,000.00	\$ 16,561.50	\$ 179,075.58	\$ 21,924.42	89.09%
TOTAL PUBLIC WORKS	\$ 778,918.00	\$ 52,917.05	\$ 804,597.59	\$ (25,679.59)	103.30%
TOTAL HEALTH & SOCIAL SERVICES	\$ -	\$ -	\$ -	\$ -	#DIV/0!
CULTURE & RECREATION					
LIBRARY					
GENERAL FUND	\$ 220,949.00	\$ 22,691.21	\$ 193,856.14	\$ 27,092.86	87.74%
TORT LIABILITY	\$ 4,255.00	\$ -	\$ 4,194.81	\$ 60.19	98.59%
TRUST & AGENCY	\$ 32,923.00	\$ 3,862.74	\$ 30,049.59	\$ 2,873.41	91.27%
PARKS & RECREATION				\$ -	
GENERAL FUND	\$ 210,930.00	\$ 15,062.35	\$ 141,368.44	\$ 69,561.56	67.02%
TORT LIABILITY	\$ 5,870.00	\$ -	\$ 5,598.92	\$ 271.08	95.38%
TRUST & AGENCY	\$ 34,750.00	\$ 2,856.68	\$ 25,994.59	\$ 8,755.41	74.80%
CEMETERY					
GENERAL FUND	\$ 94,044.00	\$ 9,986.94	\$ 57,592.02	\$ 36,451.98	61.24%
TORT LIABILITY	\$ 2,040.00	\$ -	\$ 1,854.29	\$ 185.71	90.90%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
TRUST & AGENCY	\$ 14,759.00	\$ 1,172.75	\$ 10,249.33	\$ 4,509.67	69.44%
CIVIC CENTER				\$ -	
GENERAL FUND	\$ 19,750.00	\$ 715.50	\$ 20,861.10	\$ (1,111.10)	105.63%
TRUST & AGENCY	\$ -	\$ -	\$ -	\$ -	#DIV/0!
COMMUNITY & CULTURAL DEV. (HHTD)	\$ 58,000.00	\$ 5,021.69	\$ 56,515.88	\$ 1,484.12	97.44%
LOCAL CABLE ACCESS				\$ -	
GENERAL FUND	\$ 27,644.00	\$ 2,551.66	\$ 21,217.89	\$ 6,426.11	76.75%
TRUST & AGENCY	\$ 4,254.00	\$ 407.15	\$ 3,176.96	\$ 1,077.04	74.68%
TOTAL CULTURE & RECREATION	\$ 730,168.00	\$ 64,328.67	\$ 572,529.96	\$ 157,638.04	78.41%
COMMUNITY & ECONOMIC DEV.					
ECONOMIC DEVELOPMENT	\$ 74,159.00	\$ 15,217.62	\$ 50,325.75	\$ 23,833.25	67.86%
PLANNING & ZONING	\$ 25,000.00	\$ 2,172.55	\$ 16,960.24	\$ 8,039.76	67.84%
REVOLVING LOAN FUND	\$ -	\$ -	\$ -	\$ -	
TIF DEBT SERVICE	\$ 75,233.00	\$ -	\$ 26,988.94	\$ 48,244.06	35.87%
TOTAL COMMUNITY & E.D.	\$ 174,392.00	\$ 17,390.17	\$ 94,274.93	\$ 80,117.07	54.06%
GENERAL GOVERNMENT					
MAYOR & COUNCIL					
GENERAL FUND	\$ 16,500.00	\$ 435.19	\$ 15,832.28	\$ 667.72	95.95%
TRUST & AGENCY	\$ 2,564.00	\$ 47.39	\$ 1,415.81	\$ 1,148.19	55.22%
CLERK & TREASURER					
GENERAL FUND	\$ 148,777.00	\$ 10,685.74	\$ 111,815.23	\$ 36,961.77	75.16%
TORT LIABILITY	\$ 5,017.00	\$ -	\$ 4,676.57	\$ 340.43	93.21%
TRUST & AGENCY	\$ 20,799.00	\$ 2,211.86	\$ 17,959.86	\$ 2,839.14	86.35%
LEGAL SERVICES	\$ 27,000.00	\$ 1,593.00	\$ 20,889.97	\$ 6,110.03	77.37%
TOTAL GENERAL GOVERNMENT	\$ 220,657.00	\$ 14,973.18	\$ 172,589.72	\$ 48,067.28	78.22%
GO DEBT SERVICE	\$ 1,013,986.00	\$ -	\$ 182,758.11	\$ 831,227.89	18.02%
CAPITAL PROJECTS					
PARK IMP - PEDERSEN VALLEY	\$ 40,000.00	\$ -	\$ 35,250.00	\$ 4,750.00	88.13%
DOWNTOWN EAST REDEVELOPMENT	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	0.00%
RELOCATING WATER & SEWER LINES	\$ 450,000.00	\$ -	\$ 5,220.00	\$ 444,780.00	1.16%
WIDENING WAPSI CREEK @ BERANEK	\$ 230,000.00	\$ -	\$ 15,908.28	\$ 214,091.72	6.92%
I-80 WEST WATER MAIN RELOCATION	\$ 150,000.00	\$ -	\$ 203,751.62	\$ (53,751.62)	135.83%
WW TREATMENT FACILITY IMP 2021	\$ 1,400,000.00	\$ 33,710.00	\$ 665,837.00	\$ 734,163.00	47.56%
SCHOOL TURN LANE MAIN/DAWSON	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	0.00%

FUNCTIONS	BUDGET	MTD EXP	YTD EXP	REMAINING	PERCENT
	EXP			BALANCE	OF EXPENSES
ROUNDBOUT MAIN & CEDAR	\$ 110,000.00	\$ -	\$ 6,429.00	\$ 103,571.00	5.84%
SPONSORED WATER QUAL IMP 2021	\$ -	\$ 105.05	\$ 13,475.40	\$ (13,475.40)	#DIV/0!
TOTAL CAPITAL PROJECTS	\$ 2,580,000.00	\$ 33,815.05	\$ 945,871.30	\$ 1,634,128.70	36.66%
BUSINESS TYPE ACTIVITIES					
WATER FUND	\$ 409,707.00	\$ 31,787.16	\$ 424,222.42	\$ (14,515.42)	103.54%
WATER SINKING FUND	\$ 61,113.00	\$ -	\$ 2,693.75	\$ 58,419.25	4.41%
SEWER FUND	\$ 295,231.00	\$ 20,914.55	\$ 202,005.45	\$ 93,225.55	68.42%
WASTE WATER LIFT STATION	\$ -	\$ -	\$ -	\$ -	
STORM WATER UTILITY	\$ 45,000.00	\$ -	\$ 66,374.77	\$ (21,374.77)	147.50%
TOTAL BUSINESS TYPE ACTIVITIES	\$ 811,051.00	\$ 52,701.71	\$ 695,296.39	\$ 115,754.61	85.73%
NON-DEPARTMENTAL TRANSFERS					
GENERAL FUND	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	0.00%
EMERGENCY TAX FUND	\$ 40,750.00	\$ -	\$ -	\$ 40,750.00	0.00%
LOCAL OPTION SALES TAX	\$ 221,471.00	\$ -	\$ -	\$ 221,471.00	0.00%
TIF	\$ 459,123.00	\$ -	\$ -	\$ 459,123.00	0.00%
WATER FUND	\$ 101,113.00	\$ 5,095.00	\$ 50,950.00	\$ 50,163.00	50.39%
SEWER FUND	\$ 285,000.00	\$ 27,179.25	\$ 239,740.75	\$ 45,259.25	84.12%
BC/BS FLEXIBLE BENEFIT	\$ -	\$ 881.89	\$ 3,321.98	\$ (3,321.98)	#DIV/0!
TOTAL NON-DEPARMENTAL TRANSFERS	\$ 1,157,457.00	\$ 33,156.14	\$ 294,012.73	\$ 863,444.27	25.40%
TOTAL FOR ALL FUNCTIONS	\$ 8,227,813.00	\$ 321,838.16	\$ 4,254,870.48	\$ 3,972,942.52	

CITY OF WEST BRANCH
EXPENDITURES BY ACTIVITY (UNAUDITED)
AS OF: APRIL 30TH, 2022

001-GENERAL FUND

83.33% OF FISCAL YEAR

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
TOTAL NON-PROGRAM	1,157,457.00	33,156.14	294,012.73	25.40	863,444.27
TOTAL PUBLIC SAFETY	761,184.00	52,556.19	492,939.75	64.76	268,244.25
TOTAL PUBLIC WORKS	778,918.00	52,917.05	804,597.59	103.30 (25,679.59)
TOTAL HEALTH & SOCIAL SERVICES	0.00	0.00	0.00	0.00	0.00
TOTAL CULTURE & RECREATION	730,168.00	64,328.67	572,529.96	78.41	157,638.04
TOTAL COMMUNITY & ECON DEVELOP	174,392.00	17,390.17	94,274.93	54.06	80,117.07
TOTAL GENERAL GOVERNMENT	220,657.00	14,973.18	172,589.72	78.22	48,067.28
TOTAL DEBT SERVICE	1,013,986.00	0.00	182,758.11	18.02	831,227.89
TOTAL CAPITAL PROJECTS	2,580,000.00	33,815.05	945,871.30	36.66	1,634,128.70
TOTAL BUSINESS TYPE/ENTERPRISE	811,051.00	52,701.71	695,296.39	85.73	115,754.61
TOTAL EXPENDITURES	8,227,813.00	321,838.16	4,254,870.48	51.71	3,972,942.52

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT
IN A PRINCIPAL AMOUNT NOT TO EXCEED \$10,203,000

(SEWER REVENUE)

The City Council of the City of West Branch, Iowa, will meet on June 6, 2022, at the City Council Chambers located at 110 North Poplar Street, in the City, at 7 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$10,203,000, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Municipal Sanitary Sewer System (the "Utility") of the City.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

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

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

Leslie Brick
City Clerk

(Hearing/Issuance - Revenue)

439235-13

West Branch, Iowa

June 6, 2022

A meeting of the City Council of the City of West Branch, Iowa, was held on June 6, 2022, at 7:00 p.m., at the City Council Chambers, in the City.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

This being the time and place specified for holding the public hearing and taking action on the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

RESOLUTION 2022-62

Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$10,203,000 Sewer Revenue Bonds, Series 2022

WHEREAS, the City of West Branch (the “City”), in Cedar and Johnson Counties, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$10,203,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions (the “Project”) to the Utility, and pursuant to law and a notice duly published, the City Council has held a public hearing thereon on June 6, 2022; and

WHEREAS, it is necessary at this time for the City Council to approve the Agreement with the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the “Lender”) and to issue Sewer Revenue Bonds, Series 2022 (the “Bonds”) in evidence thereof in the principal amount of \$10,203,000 to pay the costs of the Project;

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

Section 1. It is hereby determined that the City shall enter into the Agreement with the Lender. The Agreement shall be in substantially the form as has been placed on file with the City and shall provide for a loan (the “Loan”) to the City in the amount of \$10,203,000, for the purpose as set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Agreement on behalf of the City, and the Agreement is hereby approved.

Section 2. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the aggregate principal amount of \$10,203,000, to be dated the date of delivery to or upon the direction of the Lender, and bearing interest from the date of each advancement made at the rate of 1.75% per annum pursuant to the Agreement, until payment thereof, as set forth in Exhibit A attached to the Agreement.

The Bonds may be in the denomination of \$1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single bond in the denomination of \$10,203,000 and numbered R-1.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on the Bonds and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of the Bond or Bonds to the Paying Agent.

In addition to the payment of principal of and interest on the Bonds, the City also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

All of the Bonds and the interest thereon, together with any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as “Parity Obligations”), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The

Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds and the interest thereon.

Section 3. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds (the "Loan Proceeds"), and all action heretofore taken in connection with the Agreement is hereby ratified and confirmed in all respects.

Section 4. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
CEDAR AND JOHNSON COUNTIES
CITY OF WEST BRANCH

SEWER REVENUE BOND, SERIES 2022

No. R-1 \$10,203,000

RATE	MATURITY DATE	BOND DATE
1.75%	June 1, 2042	July 1, 2022

The City of West Branch (the “City”), in Cedar and Johnson Counties, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

TEN MILLION TWO HUNDRED THREE THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2022, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2023, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2042. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the “Bonds”) issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the “Agreement”) entered into by the City for the purpose of providing funds to pay a portion of the

cost of planning, designing and constructing improvements and extensions (the “Project”) to the Municipal Sanitary Sewer System of the City (the “Utility”).

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days’ notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of West Branch, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF WEST BRANCH, IOWA

By (Do Not Sign)
Mayor

Attest:

(Do Not Sign)
City Clerk

(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)

STATE OF IOWA
CEDAR AND JOHNSON COUNTIES SS: CITY TREASURER'S CERTIFICATE
CITY OF WEST BRANCH

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign)
City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right
of survivorship and not as
tenants in common

UTMA _____
(Custodian)
As Custodian for _____
(Minor)
under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

<u>Due</u> <u>June 1</u>	<u>Amount</u>	<u>Due</u> <u>June 1</u>	<u>Amount</u>
2023	\$285,000	2033	\$526,000
2024	\$305,000	2034	\$537,000
2025	\$449,000	2035	\$547,000
2026	\$458,000	2036	\$558,000
2027	\$467,000	2037	\$569,000
2028	\$476,000	2038	\$581,000
2029	\$486,000	2039	\$592,000
2030	\$496,000	2040	\$604,000
2031	\$506,000	2041	\$616,000
2032	\$516,000	2042	\$629,000

Section 5. The Loan Proceeds shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof. The City will keep a detailed, segregated accounting of the expenditure of the Loan Proceeds.

Section 6. So long as the Bonds or any Parity Obligations are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the “Gross Revenues”) at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the “Operating Expenses”) and to leave a balance of net revenues (herein referred to as the “Net Revenues”) equal to at least 110% of the principal of and interest on all of the Bonds and any other Parity Obligations due in such fiscal year, as the same become due.

Section 7. From and after the issuance of the Bonds, the Gross Revenues of the Utility shall be set aside into a separate and special fund which is hereby established, to be known and hereinafter referred to as the City’s Sewer Revenue Fund (“Sewer Revenue Fund”). The Sewer Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent hereinafter provided, be used to pay the principal of and interest on the Bonds and any Parity Obligations, and to create and maintain the several separate funds hereinafter established.

Section 8. There shall be and is hereby created and there shall be maintained a “Sewer Revenue Bond Sinking Fund” (herein referred to as the “Sinking Fund”), into which there shall be set aside from future Net Revenues of the Utility such portion thereof as will be sufficient to pay the interest on and principal of the Bonds and any Parity Obligations at any time outstanding as the same become due, and it is hereby determined that the minimum amounts to be set aside into the Sinking Fund from the Net Revenues during each month of the year shall be not less than as follows:

Commencing on August 1, 2022, and continuing to and including November 1, 2022, an amount equal to 1/4th of the installment of interest coming due on December 1, 2022, and thereafter, commencing on December 1, 2022, and continuing to final maturity, an amount equal to 1/6th of the installment of interest coming due on the next succeeding interest payment date on the then outstanding Bonds. In addition, commencing on August 1, 2022, and continuing to and including May 1, 2023, an amount equal to 1/10th of the installment of principal coming due on June 1, 2023, and thereafter, commencing on June 1, 2023, and continuing to final maturity, an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provisions shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there should be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

All of such payments required to be made into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day.

Section 9. There shall be and is hereby created a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first paying the Operating Expenses and making the required payments into the Sinking Fund. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds and any Parity Obligations.

As long as the Sinking Fund has the full amounts required to be deposited therein by this resolution, any balance in the Surplus Fund may be made available to the City as the Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 10. All money held in any fund or account created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be considered to constitute Gross Revenues of the Utility and shall be deposited in or transferred to the Sewer Revenue Fund and used solely and only for the purposes specified herein for such funds.

Section 11. The City hereby covenants and agrees with the owner or owners of the Bonds and any Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this

resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds and any Parity Obligations shall have been paid in full, both principal and interest, or unless and until provisions shall have been made for the payment of the Bonds and any Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the Council, or such duly constituted body as may then be charged with the operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 12. Upon a breach or default of a term of the Bonds or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 13. The Bonds or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of such Bonds or Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds or any Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby reserves the right and privilege of issuing Parity Obligations.

Section 14. The City agrees that so long as the Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds and any Parity Obligations on the insurable portions of the Utility of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the Utility damaged or destroyed. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data of the City relating thereto.

Section 15. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds and any Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds or any Parity Obligations until all of the Bonds and any Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and any Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City

of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- (a) Make any change in the maturity or redemption terms of the Bonds or Parity Obligations.
- (b) Make any change in the rate of interest borne by any of the Bonds or Parity Obligations.
- (c) Reduce the amount of the principal payable on any Bonds or Parity Obligations.
- (d) Modify the terms of payment of principal of or interest on the Bonds or Parity Obligations, or any of them, or impose any conditions with respect to such payment.
- (e) Affect the rights of the owners of less than all of the Bonds or Parity Obligations then outstanding.
- (f) Reduce the percentage of the principal amount of the Bonds or Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be (1) filed with the Lender and (2) mailed by certified mail to each registered owner of any Bond or Parity Obligation as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice, there shall be filed with the City Clerk an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of the Bonds and any Parity Obligations outstanding at the time of the adoption of such amendatory resolution specifically consenting to the adoption thereof as herein provided, no owner of any Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 16. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 17. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 18. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 19. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 6, 2022.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
CEDAR AND JOHNSON COUNTIES SS:
CITY OF WEST BRANCH

I, the undersigned, City Clerk of the City of West Branch, do hereby certify that I have in my possession or have access to the complete corporate records of the aforesaid City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and the issuance of \$10,203,000 Sewer Revenue Bonds, Series 2022 (the “Bonds”) of said City evidencing the City’s obligation under such Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no objections were filed in my office and no objections of any kind were made to the matter of entering into such Agreement or issuing such Bonds at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Bonds.

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk

ESTABLISHMENT CERTIFICATE:

STATE OF IOWA
CEDAR AND JOHNSON COUNTIES SS:
CITY OF WEST BRANCH

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that I have complete access and control of all of the corporate records of the City and that, based upon my examination of such records, I have determined that the City did heretofore establish a Municipal Sanitary Sewer System (the “Utility”), that the management and control of the Utility are vested in the City Council, and that no board of trustees exists which has any part of the control and management of such Utility.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such Utility and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such Utility, except for the City’s current issue of \$10,203,000 Sewer Revenue Bonds, Series 2022.

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk

June 1, 2022

VIA EMAIL

Adam Kofoed
City Administrator/City Hall
West Branch, Iowa

Re: West Branch, Iowa
\$10,203,000 SRF Sewer Revenue Loan and Disbursement Agreement
File No. 439235-13

Dear Adam:

We have prepared and attach proceedings to be used at the June 6, 2022, City Council meeting to enable the Council to hold the public hearing and adopt the resolution (the “Resolution”) approving the Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and providing for the issuance of the Sewer Revenue Bond, Series 2022 (the “Bond”).

The proceedings attached include the following items:

1. Minutes of the June 6, 2022 meeting reflecting the hearing and providing for the adoption of the Resolution. The form of Bond, Treasurer’s Certificate and Assignment are included as part of the Resolution but need not be completed or executed as they are adopted only as to form.
2. Certificate attesting to the transcript.
3. Establishment and non-litigation certificate with respect to the Sewer Utility.

Also attached, please find the Agreement for execution by the City Clerk and the Mayor. Please print a copy of the Agreement, and have it executed as indicated. After the Agreement has been signed, please return it to us so that we can have it signed on behalf of the Iowa Finance Authority, after which we will furnish you with a fully executed copy for the City’s records.

In addition, we have prepared and attach the Bond. Please have the Bond signed as indicated, and return it to us so that we can deliver it to the lender at the time of closing. Please note that the Bond has signature blocks for the Mayor, the City Clerk and the City Treasurer.

Finally, we have attached the Closing Certificate for execution by the City Clerk and the Mayor. Please review the Certificate for any inaccuracies and return the executed Certificate to our office.

Please call Emily Hammond, Lauren Baker or me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Leslie Brick
Heidi Van Auken
Tracy Scebold
Tony Toigo
Lee Wagner
Maggie Burger
Dave Schechinger

UNITED STATES OF AMERICA
STATE OF IOWA
CEDAR AND JOHNSON COUNTIES
CITY OF WEST BRANCH
SEWER REVENUE BOND, SERIES 2022

No. R-1

\$10,203,000

RATE	MATURITY DATE	BOND DATE
1.75%	June 1, 2042	July 1, 2022

The City of West Branch (the “City”), in Cedar and Johnson Counties, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

TEN MILLION TWO HUNDRED THREE THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2022, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2023, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2042. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the “Bonds”) issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the “Agreement”) entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the “Project”) to the Municipal Sanitary Sewer System of the City (the “Utility”).

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days’ notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of West Branch, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF WEST BRANCH, IOWA

By _____
Mayor

Attest:

City Clerk

STATE OF IOWA
CEDAR AND JOHNSON COUNTIES
CITY OF WEST BRANCH

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	_____
				(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

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CLOSING CERTIFICATE

We, the undersigned, Mayor and City Clerk of the City of West Branch, Iowa (the “City”), do hereby certify as of July 1, 2022 (the “Dated Date”), that we are now and were at the time of the execution of the City’s \$10,203,000 Sewer Revenue Bond, Series 2022, dated the date hereof (the “Series 2022 Bond”), the officers respectively above indicated of the City; that in pursuance of Chapter 384 of the Code of Iowa, a resolution adopted by the City Council on June 6, 2022 (the “Resolution”), and a certain Loan and Disbursement Agreement (the “Agreement”), by and between the City and the Iowa Finance Authority, Des Moines, Iowa, as lender (the “Lender”), the Series 2022 Bond has been heretofore lawfully authorized and this day by us lawfully issued and delivered to the Lender and pursuant to the Agreement, the Lender shall loan to the City the maximum sum of \$10,203,000. Terms not otherwise defined herein shall have the meaning given such terms in the Resolution and the Agreement.

The Series 2022 Bond has been executed by the aforesaid officers; the certificate on the back of the Series 2022 Bond has been executed by the City Treasurer; and the Series 2022 Bond has been fully registered as to principal and interest in the name of the Lender on the registration books of the City.

We further certify that the Series 2022 Bond is being issued to evidence the City’s obligation under the Agreement entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the “Project”) to the Municipal Sanitary Sewer System of the City (the “Utility”).

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the titles of the aforesaid officers to their respective positions or the proceedings incident to the authorization of the Series 2022 Bond or in any way concerning the validity of the Series 2022 Bond or the power and duty of the City to appropriate and apply the Net Revenues (as defined in the Resolution) from the operation of the Utility to the full and prompt payment of the principal of and interest on the Series 2022 Bond, and that none of the proceedings incident to the authorization and issuance of the Series 2022 Bond have been repealed or rescinded.

We further certify that no appeal of the decision of the City Council to enter into the Agreement and to issue the Series 2022 Bond has been taken to the district court.

We further certify that the City has no other bonds or obligations of any kind now outstanding secured by or payable from the revenues to be derived from the operation of the Utility.

We further certify that no board of trustees has been created for the management and control of the Utility and such management and control are vested in the Council of the City.

We further certify that all meetings held in connection with the Series 2022 Bond were open to the public at a place reasonably accessible to the public and that notice was given at least 24 hours prior to the commencement of all meetings by advising the news media who requested notice of the time, date, place and the tentative agenda and by posting such notice and agenda at the City Hall or principal office of the City on a bulletin board or other prominent place which is

easily accessible to the public and is the place designated for the purpose of posting notices of meetings.

We further certify as follows:

1. The total costs of the Project (the “Total Project Costs”), including engineering fees, are currently estimated to be at least \$10,373,000.

2. The net sales proceeds of the Series 2022 Bond are \$10,203,000 (the “Net Sales Proceeds”), the same being the Issue Price thereof.

3. The Net Sales Proceeds, including investment earnings thereon, will be invested by the City without restriction as to yield for a period not to exceed three years from the date hereof (the “Three Year Temporary Period”), the following three tests being reasonably expected to be satisfied by the City:

a. Time Test: The City has entered into or, within six months of the date hereof, will enter into binding contracts for the Project with third parties (e.g. engineers or contractors);

(i) which are not subject to contingencies directly or indirectly within the City’s control;

(ii) which provide for the payment by the City to such third parties of an amount equal to at least 5% of the Net Sales Proceeds;

b. Expenditure Test: At least 85% of Net Sales Proceeds will be applied to the payment of Total Project Costs within the Three Year Temporary Period; and

c. Due Diligence Test: Acquisition and construction of the Project to completion and application of the Net Sales Proceeds to the payment of Total Project Costs will proceed with due diligence.

4. The Series 2022 Bond is payable from Net Revenues of the Utility which will be collected in a Sinking Fund and applied to the payment of interest on the Series 2022 Bond on each June 1 and December 1 and principal of the Series 2022 Bond on each June 1 (the 12-month period ending on each June 1 being herein referred to as a “Bond Year”); the Sinking Fund is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; the Sinking Fund will be depleted at least once each Bond Year except for a reasonable carryover amount not to exceed the greater of (i) the earnings on the fund for the immediately preceding Bond Year; or (ii) 1/12 of the principal and interest payments on the Series 2022 Bond for the immediately preceding Bond Year; amounts on deposit in the Sinking Fund will be invested by the City without restriction as to yield for a period of 13 months after their date of deposit.

5. The City Council adopted a resolution on May 16, 2022 declaring its official intent to acquire and construct the Project and finance the same with bonds or other obligations (the “Intent Resolution”).

The City certifies that none of the costs of the Project to be paid for from the Net Sales Proceeds are for expenditures made more than 60 days prior to the date of adoption of the Intent Resolution, except for (i) costs of issuance of the Series 2022 Bond; (ii) costs aggregating an amount not in excess of the lesser of \$100,000 or 5% of the Net Sales Proceeds; (iii) costs for preliminary expenditures (including architectural, engineering, surveying, soil testing, and similar costs incurred prior to commencement of acquisition or construction of the Project, other than land acquisition, site preparation and similar costs) not in excess of 20% of the Net Sales Proceeds of the Series 2022 Bond; the City will allocate Net Sales Proceeds to reimbursement of such expenditures no later than 3 years after the later of (i) the date any such expenditure was originally paid or (ii) the date the Project is placed in service (or abandoned); and such allocations will be made by the City in writing.

The City will seek reimbursement of prior expenditures already paid by the City from the proceeds of the Series 2022 Bond in the amount of \$ _____, such amounts having been expended to pay the costs of the Project.

6. Not more than 50% of the Net Sales Proceeds will be invested in nonpurpose investments [as defined in Section 148(f)(6)(A) of the Internal Revenue Code of 1986, as amended (the “Code”)] having a substantially guaranteed yield for four years or more (e.g., a four-year guaranteed investment contract or a Treasury Obligation that does not mature for four years).

7. The proceeds of the Series 2022 Bond will be advanced by the Lender from time to time to pay or reimburse the City for costs of the Project. Accordingly, the City does not expect to invest the proceeds of the Series 2022 Bond prior to payment or reimbursement of the costs of the Project, and therefore no arbitrage earnings are expected to be realized.

If the City does invest the proceeds of the Series 2022 Bond prior to the payment or reimbursement of the costs of the Project, the City covenants and agrees to invest the proceeds of the Series 2022 Bond in investments purchased at fair market value in a manner that satisfies the safe harbors provided by the Internal Revenue Service, Iowa law governing investments by the City and the City’s investment policy. Additionally, if the City does not spend the Series 2022 Bond proceeds in accordance with the time periods set forth in the next paragraph (or another applicable rebate exception), rebate payments to the United States regarding investment proceeds may be required to be made by the City.

The City expects to spend the Net Sales Proceeds (along with any investment earnings on such proceeds) by April 7, 2023. Accordingly, the City reasonably expects that the Net Sales Proceeds will be fully spent for costs of the Project within the time periods set forth in the 18-Month Exception described below:

18-Month Exception: The 18-Month Exception set forth in Section 1.148-7(d) of the United States Treasury Regulations (the “Regulations”) applies to the Net Sales Proceeds. Accordingly, if all Net Sales Proceeds of the Series 2022 Bond are expended at least as quickly as 15% within 6 months from the date of issuance of the Series 2022 Bond, 60% within 12 months and 100% within 18 months, then rebate will be required only with respect to a reasonably required reserve or replacement fund, if any. If the City exercises due diligence to complete the Project and

an amount not exceeding the lesser of 3% of the Net Sales Proceeds of the Series 2022 Bond allocated to the Project (\$306,090) or \$250,000 remains unspent as of the end of the eighteenth month, the City will be treated as satisfying the final expenditure requirement. In addition, a reasonable retainage of up to 5% of the Net Sales Proceeds (\$510,150) as of the end of the 18-month period may be allocated to expenditures within 30 months of the Dated Date.

We certify that the City will comply with the investment requirements of Section 148 of the Code and the Regulations relating thereto with respect to the proceeds of the Series 2022 Bond, including the requirement to invest the proceeds of the Series 2022 Bond (and the investment earnings thereon) at fair market value, and, if appropriate, to comply with the bidding requirements for investment contracts. The City acknowledges that if it fails to spend the proceeds of the Series 2022 Bond (along with the investment earnings thereon) within the time periods set forth in the 18-Month Exception (or another applicable rebate exception), the City may have a rebate liability to the United States pursuant to Section 148 of the Code. The City shall consult with the appropriate auditors or rebate specialists with regard to determination of rebate liability.

8. The City shall make a final allocation of the proceeds of the Series 2022 Bond to capital expenditures not later than 18 months after the in-service date of the Project and in any event not later than five years and 60 days after the issuance of the Series 2022 Bond or not later than 60 days after retirement of the Series 2022 Bond.

9. The weighted average maturity of the Series 2022 Bond does not exceed the reasonably expected economic life of the Project.

10. To our best knowledge and belief, there are no facts, estimates or circumstances which would materially change the foregoing conclusions.

11. On the basis of the foregoing, it is not expected that the Net Sales Proceeds will be used in a manner that would cause the Series 2022 Bond to be an “arbitrage bond” under Section 148 of the Code and the regulations prescribed under that section. The City has not been notified of any listing or proposed listing of it by the Internal Revenue Service as a bond issuer whose arbitrage certifications may not be relied upon.

IN WITNESS WHEREOF, we have hereunto affixed our hands on the Dated Date.

CITY OF WEST BRANCH, IOWA

Mayor

Attest:

City Clerk

Estimated Amortization Schedule

City of West Branch
Sewer Revenue Bond
CS 1920982-01



Loan summary

Loan Closing Date	Jul 1, 2022
Final Disbursement Date	Apr 7, 2023
Final Maturity Date	Jun 1, 2042
Loan Period in Years	20
Total Loaned Amount	\$ 10,203,000.00
0.5% Initiation Fee	16,600.00
Net Proceeds to Borrower	\$ 10,186,400.00
Annual Interest Rate	1.75%
Total Interest	\$ 1,961,092.04
Servicing Fee Rate	0.25%
Total Servicing Fees	\$ 280,156.01
Total Loan Costs	\$ 2,257,848.05

Estimated Draw Schedule

Initiation Fee -	Jul 1, 2022	51,015.00
P & D Payoff -	Jul 1, 2022	619,000.00
Estimated Draw #1-	Jul 15, 2022	952,798.50
Estimated Draw #2-	Aug 12, 2022	952,798.50
Estimated Draw #3-	Sep 9, 2022	952,798.50
Estimated Draw #4-	Oct 7, 2022	952,798.50
Estimated Draw #5-	Nov 4, 2022	952,798.50
Estimated Draw #6-	Dec 2, 2022	952,798.50
Estimated Draw #7-	Dec 30, 2022	952,798.50
Estimated Draw #8-	Jan 27, 2023	952,798.50
Estimated Draw #9-	Feb 24, 2023	952,798.50
Estimated Draw #10-	Mar 24, 2023	952,798.50
Held for Final Docs -	Apr 7, 2023	5,000.00
Total Loaned Amount		10,203,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Dec 1, 2022	4,481,209.00		22,532.15	3,218.88	25,751.03		4,481,209.00
Jun 1, 2023	10,203,000.00	285,000.00	77,434.89	11,062.13	373,497.02	399,248.05	9,918,000.00
Dec 1, 2023	9,918,000.00		86,782.50	12,397.50	99,180.00		9,918,000.00
Jun 1, 2024	9,918,000.00	305,000.00	86,782.50	12,397.50	404,180.00	503,360.00	9,613,000.00
Dec 1, 2024	9,613,000.00		84,113.75	12,016.25	96,130.00		9,613,000.00
Jun 1, 2025	9,613,000.00	449,000.00	84,113.75	12,016.25	545,130.00	641,260.00	9,164,000.00
Dec 1, 2025	9,164,000.00		80,185.00	11,455.00	91,640.00		9,164,000.00
Jun 1, 2026	9,164,000.00	458,000.00	80,185.00	11,455.00	549,640.00	641,280.00	8,706,000.00
Dec 1, 2026	8,706,000.00		76,177.50	10,882.50	87,060.00		8,706,000.00
Jun 1, 2027	8,706,000.00	467,000.00	76,177.50	10,882.50	554,060.00	641,120.00	8,239,000.00
Dec 1, 2027	8,239,000.00		72,091.25	10,298.75	82,390.00		8,239,000.00
Jun 1, 2028	8,239,000.00	476,000.00	72,091.25	10,298.75	558,390.00	640,780.00	7,763,000.00
Dec 1, 2028	7,763,000.00		67,926.25	9,703.75	77,630.00		7,763,000.00
Jun 1, 2029	7,763,000.00	486,000.00	67,926.25	9,703.75	563,630.00	641,260.00	7,277,000.00
Dec 1, 2029	7,277,000.00		63,673.75	9,096.25	72,770.00		7,277,000.00
Jun 1, 2030	7,277,000.00	496,000.00	63,673.75	9,096.25	568,770.00	641,540.00	6,781,000.00
Dec 1, 2030	6,781,000.00		59,333.75	8,476.25	67,810.00		6,781,000.00
Jun 1, 2031	6,781,000.00	506,000.00	59,333.75	8,476.25	573,810.00	641,620.00	6,275,000.00
Dec 1, 2031	6,275,000.00		54,906.25	7,843.75	62,750.00		6,275,000.00
Jun 1, 2032	6,275,000.00	516,000.00	54,906.25	7,843.75	578,750.00	641,500.00	5,759,000.00
Dec 1, 2032	5,759,000.00		50,391.25	7,198.75	57,590.00		5,759,000.00
Jun 1, 2033	5,759,000.00	526,000.00	50,391.25	7,198.75	583,590.00	641,180.00	5,233,000.00
Dec 1, 2033	5,233,000.00		45,788.75	6,541.25	52,330.00		5,233,000.00
Jun 1, 2034	5,233,000.00	537,000.00	45,788.75	6,541.25	589,330.00	641,660.00	4,696,000.00
Dec 1, 2034	4,696,000.00		41,090.00	5,870.00	46,960.00		4,696,000.00
Jun 1, 2035	4,696,000.00	547,000.00	41,090.00	5,870.00	593,960.00	640,920.00	4,149,000.00
Dec 1, 2035	4,149,000.00		36,303.75	5,186.25	41,490.00		4,149,000.00
Jun 1, 2036	4,149,000.00	558,000.00	36,303.75	5,186.25	599,490.00	640,980.00	3,591,000.00
Dec 1, 2036	3,591,000.00		31,421.25	4,488.75	35,910.00		3,591,000.00
Jun 1, 2037	3,591,000.00	569,000.00	31,421.25	4,488.75	604,910.00	640,820.00	3,022,000.00
Dec 1, 2037	3,022,000.00		26,442.50	3,777.50	30,220.00		3,022,000.00
Jun 1, 2038	3,022,000.00	581,000.00	26,442.50	3,777.50	611,220.00	641,440.00	2,441,000.00
Dec 1, 2038	2,441,000.00		21,358.75	3,051.25	24,410.00		2,441,000.00
Jun 1, 2039	2,441,000.00	592,000.00	21,358.75	3,051.25	616,410.00	640,820.00	1,849,000.00
Dec 1, 2039	1,849,000.00		16,178.75	2,311.25	18,490.00		1,849,000.00
Jun 1, 2040	1,849,000.00	604,000.00	16,178.75	2,311.25	622,490.00	640,980.00	1,245,000.00
Dec 1, 2040	1,245,000.00		10,893.75	1,556.25	12,450.00		1,245,000.00
Jun 1, 2041	1,245,000.00	616,000.00	10,893.75	1,556.25	628,450.00	640,900.00	629,000.00
Dec 1, 2041	629,000.00		5,503.75	786.25	6,290.00		629,000.00
Jun 1, 2042	629,000.00	629,000.00	5,503.75	786.25	635,290.00	641,580.00	0.00

LOAN AND DISBURSEMENT AGREEMENT
\$10,203,000 SEWER REVENUE BONDS

This Loan and Disbursement Agreement (the “Agreement”) is made and entered into as of July 1, 2022, by and between the City of West Branch, Iowa (the “Participant”) and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the “Issuer”).

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the “Department”), is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program (the “Program”) established in the Code of Iowa, Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Iowa municipalities for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of certain wastewater treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) “Bonds” shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) “Code” shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) “Project” shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to its Wastewater Treatment System, as described in the Resolution.

(d) “Regulations” shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 92 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(e) “Resolution” shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the Revenue Bond, attached hereto as Exhibit B, adopted on June 6, 2022, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (as defined herein).

(f) “Wastewater Treatment System” shall mean the wastewater treatment system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the wastewater treatment system project which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued sewer revenue bond or capital loan note of the Participant (the “Revenue Bond”) in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of \$10,203,000 (the “Loan”).

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

- (a) a completed payment request on a form acceptable to and available from the Issuer;
 - (b) current construction payment estimates;
 - (c) engineering service statements;
 - (d) purchase orders or invoices for items not included within other contracts;
- and
- (e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts in accordance with prudent wastewater treatment utility practices to complete the Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of Revenue Bonds. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by the Revenue Bond in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution, which Resolution is attached hereto as Exhibit B. The Revenue Bond shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The Revenue Bond shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, security position and tax-exempt status of interest on the Revenue Bond. The parties agree that a payment of principal of or interest on the Revenue Bond shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the Revenue Bond. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The Revenue Bond shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the "Interest Rate" as set forth in Section 6 hereof) payable semiannually on June 1 and December 1 of each year (unless the resolution authorizing a previous series of outstanding bonds on a parity with the Revenue Bond requires interest to be paid on other interest payment dates, in which case such other dates shall apply) from the date of each disbursement of a part of the Loan from the Issuer to the Participant (which are initially expected to be on approximately the dates set forth on Exhibit A attached hereto and incorporated herein). The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal, interest and the Servicing Fee shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the Revenue Bond.

The Revenue Bond shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date upon receipt of written consent by the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the Revenue Bond by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days' notice of

redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the Revenue Bond). The Revenue Bond is also subject to mandatory redemption in the event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant and the Issuer agree that following such adjustment, the principal amount due under the Revenue Bond shall be automatically reduced to equal the principal amount of the adjusted Loan.

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Wastewater Treatment System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (but not to exceed \$100,000.00) (\$51,015), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant agrees to pay a Loan servicing fee (the "Servicing Fee") to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 5 and Section 6(c) hereof.

(c) The Loan shall bear interest at 1.75% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.00%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Wastewater Treatment System; (ii) to maintain its Wastewater Treatment System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of their respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Wastewater Treatment System,

which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Wastewater Treatment System, (B) to produce and maintain Net Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Wastewater Treatment System and to make any other payments required by the laws of the State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Wastewater Treatment System.

Section 8. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its Revenue Bond or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to acquire any “non-governmental output property” within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local governmental obligations (“refinancing of indebtedness”) unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code or “hedge bonds” within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Wastewater Treatment System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Wastewater Treatment System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) unless the Participant has received a waiver and consent from the Issuer, it shall not sell, lease or in any manner dispose of the Wastewater Treatment System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Wastewater Treatment System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles (“GAAP”) as issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the “continuing disclosure” requirements set forth in Rule 15c2-12 (the “Rule”) of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Wastewater Treatment System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an “Event of Default” under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Wastewater Treatment System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or

the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

Section 18. Application of Uniform Electronic Transactions Act.

The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

Section 19. Repayment of Planning and Design Loan. The Participant entered into an Interim Loan and Disbursement Agreement with the Issuer to provide funds to pay the costs of planning and designing the Project. The Participant agrees to repay the Interim Loan and Disbursement Agreement on the date of this Agreement. Unless the Participant notifies the Issuer that the Participant intends to repay the Interim Loan and Disbursement Agreement from other funds, and the Issuer has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount due under the Interim Loan and Disbursement Agreement from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF WEST BRANCH, IOWA

By: _____
Mayor

Attest:

City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

[IFA Signature Page to LDA]

EXHIBIT A

**ESTIMATED DISBURSEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE**

EXHIBIT B

AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT

ORDINANCE 793

**AN ORDINANCE AMENDING TITLE “SEWER SERVICE CHARGES”
CHAPTER 99.01 “SEWER SERVICE CHARGES REQUIRED”.**

1. **BE IT ENACTED** by the City Council of West Branch, Iowa, that Chapter 99.01 “SEWER SERVICE CHARGES REQUIRED” of the Code of West Branch, Iowa is hereby amended by making the following changes:

\$15.29 per 1,000 gallons, with a 1,700 – gallon minimum, payable monthly effective February 1, 2022.

\$16.05 per 1,000 gallons, with a 1,700 – gallon minimum, payable monthly effective July 1, 2022. (increase of \$0.76)

\$17.65 per 1,000 gallons, with a 1,700 – gallon minimum, payable monthly effective July 1, 2023. (increase of \$1.50)

In years following 2023, 2% will be added to sewer fees to keep up with inflation.

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

* * * * *

Passed and approved this _____ day of June, 2022.

First Reading: May 16, 2022
Second Reading: June 6, 2022
Third Reading:

Roger Laughlin, Mayor

Attest:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 6, 2022

AGENDA ITEM: First Reading Ordinance 794 -Amending Chapter 69 “Parking Regulations”
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PREPARED BY: John K. Hanna, Chief of Police
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DATE: May 20, 2022

BACKGROUND:

With the addition of residential housing along Cedar Johnson RD, as well as the topography of the area creates sight distance issues, I recommend the following amendment to the Code of Ordinance of the City of West Branch.

Recommend a No Parking Zone, be established on both sides of Cedar Johnson Rd from its intersection with W. Main St. to the northern City limit.

ORDINANCE 794

AN ORDINANCE AMENDING TITLE "TRAFFIC AND VEHICLES" CHAPTER 69 "PARKING REGULATIONS".

WHEREAS, the City of West Branch, Iowa has jurisdiction to establish Parking Regulations within the corporate limits of the City of West Branch; and

WHEREAS, No Parking Zones shall mean, to stop, stand, or parking of a vehicle in any of the following designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to pass legislation regulating the no parking zones within the City.

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

Section 1: Amendment. The Code of Ordinances is hereby amended by the City Council of West Branch, Iowa by adding the following new subsections to Title, "TRAFFIC AND VEHICLES", Chapter 69, "PARKING REGULATIONS", Section 69.08, NO PARKING ZONES.

(Insert after current subsection)

xx. Both sides of Cedar-Johnson Road from its intersection with West Main Street to the northern City limit.

Renumber all remaining subsections after these changes.

Section 2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Adjudication. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

Passed and approved this ____ day of _____, 2022

First Reading: June 6, 2022

Second Reading:

Third Reading:

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 6, 2022

AGENDA ITEM:	First Reading Ordinance 795 – Creating a new Chapter 28 – West Branch Tree Commission. /Move to action.
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PREPARED BY:	City Administrator, Adam Kofoed
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DATE:	May 31, 2022
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BACKGROUND:

There have been a few residents in discussion with our Public Works Director wishing to start a tree seedling program, if a program were to be successful with our limited staffing, we need accountability which is the purpose of establishing a tree commission. The goals of the ordinance are listed below:

1. Are directly responsible for maintaining seedling trees we may get at no or low cost from Trees Forever program. City just responsible for ensuring they have access to proper equipment and are trained to use equipment.
2. Become the final appeals board for determining if a ROW tree should be removed/planted. Those decisions should not solely rely on the Public Works Director and appeals should not go to council as they will become more burdensome as more trees get planted in the right of way.
3. Help establish tree guidelines and species.
4. Make recommendations to Planning and Zoning, zoning changes, in regards to trees or possibly other vegetation.
5. Establish the ability to charge for tree services. Not looking to charge but may be a good idea to consider if people request new trees in ROW. (Attorney needs to verify)

CHAPTER 29

TREE COMMISSION

152.01 Definition
152.02 Tree Board
152.03 City Forester
152.04 Arboricultural Specifications and Standards
of Practice

152.05 Trees on Public Property
152.06 Trees on Private Property
152.07 Enforcement

152.01 DEFINITION. For use in this chapter, the following terms are defined:

1. "City Arboricultural Specifications and Standards of Practice" means the document containing the detailed performance standards and specifications to be used in carrying out the provisions of this chapter.
2. "Contractor" means any person, business or organization who receives compensation for the performance of work done.
3. "Park" means all public parks having individual names and maintained by the City.
4. "Parking" means that part of the right-of-way in the City not covered by sidewalk, between the lot line and the curb line. On unpaved streets, it is that portion between the lot line and portion usually traveled by vehicular traffic.
5. "Private tree" means any and all trees growing on private property.
6. "Property owner" means a person owning private property in the City, as shown by the County Auditor's Plat of the City.
7. "Public property" means any and all property located within the confines of the City and owned by the City or held in the name of the City by any of the departments, commissions or agencies within the City government.
8. "Public tree" means any and all trees growing on public property including but not limited to street right-of-way's.
9. "Right-of-way" means a parcel of land intended to be occupied for streets, sidewalks, utilities and other public purposes.
10. "Shrubs" means woody vegetation usually growing with multiple stems and a height less than ten (10) feet.

11. "Street trees" means any and all trees growing on the parking including but not limited to street right-of-ways. (
12. "Topping" means heading, stubbing, rounding, tipping, or "dehoming," which means the drastic removal of large branches, severely cutting back limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.
13. "Trees" mean woody vegetation usually growing with a single stem and a height over 10 feet.
14. "Tree Board" means the duly established board responsible to study, investigate, counsel and develop a written plan for the care, preservation, trimming, planting, replanting, removal or disposition of trees and shrubs within the City.

152.02 TREE BOARD.

1. Establishment. There is established a five-member Tree Board. The Board shall be appointed by the Mayor and confirmed by the City Council. The Mayor in appointing the initial Board shall appoint three members to four-year terms and two members to three-year terms. After the initial appointments, all subsequent appointments shall be for four years. The Board shall determine its officers, bylaws and meeting schedule. (
2. Duties. The Tree Board shall have the following duties:
 - A. Study, investigate, counsel, develop, update annually and administer a written plan for carrying out the purposes of this chapter.
 - B. Present their plan to the Council. Upon the Council's acceptance and approval of the plan, the plan shall constitute the official tree plan for the City.
 - C. The Tree Board may draft and recommend to the Planning and Zoning Commission amendments to the Zoning Ordinance, Subdivision Ordinance and other chapters of this Code of Ordinances, so as to require additional planting of street trees and/or privately-owned trees, or both, in association with property development or redevelopment in the City.
 - D. The Tree Board may draft and recommend to the City Administrator changes to staff procedures, so as to make them consistent with the intent of this chapter. These procedures may (

include, but are not limited to, tree trimming and excavation procedures of the City.

E. The Tree Board shall act as the final step in an appeals process regarding disputes between the City Forester and citizens.

3. Responsibilities. The Tree Board shall:

A. File with the Clerk for public inspection copies of the minutes and other action taken by the Tree Board within fourteen (14) days of the date on which the action was taken.

B. Utilize the central staff and auxiliary services of the City administration and refrain from duplicating them or from establishing incompatible procedures.

C. Maintain newly planted seedling trees as required for tree grants. City is responsible for assisting the commissions find the right equipment and utilities for a successful program but should be the commissions responsibility to maintain.

152.03 CITY FORESTER.

1. Establishment. There is established the position of City Forester, who shall be the Director of the West Branch Public Works Department or designee.

2. Authority. The City Forester shall have the authority and jurisdiction of regulating and planting, maintenance and removal of trees on publicly owned property to ensure safety or preserve or enhance the aesthetics of these public sites. The City Forester shall have the authority to supervise, inspect, or both, all work done under a permit issued in accordance with terms of this chapter. The City Forester shall have the authority to formulate and publish a master tree plan with the advice, hearing and approval of the Tree Board. The City Forester has the general authority to do all of the following:

A. Direct, manage, supervise and control the planting, removal, maintenance and protection of all trees and shrubs on public areas;

B. Guard all trees and shrubs within the City to prevent the spread of disease or pests;

C. Eliminate dangerous tree and shrub conditions within the City that may affect the life, health or safety of persons or property.

152.04 ARBORICULTURAL SPECIFICATIONS AND STANDARDS OF PRACTICE.

1. Establishment. There is hereby established an Arboricultural Specifications and Standards of Practice document of and for the City. This document shall include but shall not be limited to: species of street trees allowed and banned; the spacing between street trees and distances from fixed objects; proximity of street trees to utility lines; and topping.
2. Authority. The performance standards and specifications contained within the City Arboricultural Specifications and Standards of Practice shall be considered a part of this chapter and made subject to all its provisions.

152.05 TREES ON PUBLIC PROPERTY.

1. **Conditions Under Which Trees Allowed.** From and after July 1, 2022, no person, except City personnel, agents for City purposes, or authorized tree permit holders shall plant any tree or shrub upon any City owned property, including property dedicated or used for right-of-way purposes. Only trees from the City of West Branch Approved Street Trees List may be planted in the public right-of-way.
2. Insurance. The City Forester shall have the authority to require any permit holder to show adequate insurance coverage to cover potential damages that occur during the execution of the work. In the case of the property owner doing the work, proof of homeowner personal liability insurance may be required. If the property owner has hired another person or contractor to do the work, the contractor shall provide the City with a certificate of insurance. The certificates shall show the following minimum required limits of coverage of Commercial General Liability Insurance with limits of not less than \$500,000 per occurrence and Worker's Compensation insurance coverage at statutory limits on any and all employees.
3. Public Utilities. A public utility may be issued a permit to treat, trim or remove any tree or shrub on any street or other public place. The work shall be limited to the actual necessities of the service of the company in the area specified on the permit. This work shall be done in accordance with the Arboricultural Specifications and Standards of Practice as established for the City. The City Forester may assign an inspector to supervise the provisions of the permit. The cost of the service shall be charged to the public utility. In the event severe weather has caused a tree to damage utility lines, the utility company, the City, or their agents may trim or remove trees necessary to repair the damaged

utility lines without first obtaining a permit. A permit should be obtained before any additional trimming not required for repair of the utility line is done.

4. Maintenance. The maintenance of all street trees or shrubs shall be the responsibility of the City Forester, except for new grant tree seedlings which shall be the responsibility of the Tree Board. Street trees may be trimmed and maintained to allow free passage of pedestrians and vehicular travel and so they will not obstruct or shade street lights, traffic lights, signs or any traffic control devices or the view of any street intersection. Such detailed information is contained in the City's Arboricultural Specifications and Standards of Practice. If in the opinion of the City Forester trimming of a street tree is necessary, the adjacent property owner shall be notified and, in the event, the adjacent property owner disagrees with the Forester's decision, an appeal may be filed. Whenever the City Forester is notified or becomes aware of a dead or broken branch or limb in any street tree or a dead street tree which is in imminent danger of falling and thereby injuring any individual or causing property damage, the offending branch, limb or tree shall be considered a hazard and may be removed. Subsequent trimming of the tree which contained the dead or broken branch or limb should occur after notification of the adjacent property owner.

5. Removal. If in the opinion of the City Forester removal of a street tree becomes necessary, the adjacent property owner shall be notified. In the event the adjacent property owner requests the removal of a street tree or shrub and the City Forester does not consider the removal necessary, the property owner may appeal the City Forester's decision to the Tree Board.

6. Traffic Control. In the event the planting, maintenance or removal of any tree requires equipment or material to be located on or fall onto the street right-of-way, the permit holder shall provide for traffic control. All traffic control shall conform to the requirements and specifications of the current edition the Manual of Uniform Traffic Control Devices (MUTCD). In all cases the disruption of smooth traffic flow shall be kept to a minimum. Additional warning devices or precautionary measures may be necessary to control pedestrian traffic.

7. Protection. No person shall intentionally damage, cut, carve, attach any rope, wire, nails, advertising posters or other contrivance to any street tree; allow any gaseous, liquid, chemical or solid substance harmful to such trees to come in contact with them, or set fire or permit fire to burn when such fire or the heat will injure any portion of any tree.

8. Permits. The City Forester may issue a permit for the planting of a tree in the public right-of-way when: (1) The proper permit fee has been paid in full to the City; (2) The proposed site has been reviewed and approved by the City Forester; and (3) Species and planting technique have been reviewed and found to meet City standards.

9. Establishment of Fees. The City Council shall adopt by resolution a permit fee for the issuance of a tree permit. Said fees may be amended by resolution at the discretion of the City Council.

10. The Tree Board of the City shall adopt a City of West Branch Approved Street Trees List by _____

11. Establishment of Urban Forest Utility. An urban forest utility is hereby established to provide for the collection and use of public tree management fees, tree permit fees and other fees as applicable for use to maintain trees on City owned property and provide for the disposal or re-use of tree-related materials.

12. Public Tree Management Fees. The City Council shall, by resolution, set fees for the management of trees on City owned property. This includes the initial establishment of fees and subsequent changes to the fees as deemed necessary by the City Council.

152.06 TREES ON PRIVATE PROPERTY.

1. Maintenance. The property owner is responsible for the maintenance and care of any tree located on private property. Certain regulations apply to trees whose branches, limbs, roots or other parts extend into or over the street right-of-way. The property owner is responsible for ensuring private trees are trimmed to sufficient height to allow free passage of pedestrians and vehicular travel and so they will not obstruct or shade street lights, traffic lights, signs or any traffic control devices or the view of any street intersection. Detailed information is contained in the City's Arboricultural Specifications and Standards of Practice. If it becomes necessary to trim trees or shrubs on

private property to comply with this chapter, the City Forester shall declare the tree or shrub a nuisance. Whenever the City Forester is notified or becomes aware of a dead or diseased tree or broken or dead branch or limb in any private tree which is in imminent danger of falling and thereby injuring any individual or causing property damage to adjacent property, the City Forester may declare the tree, branch or limb a hazard and order the property owner to remove the hazard in an expedient manner. If the property owner fails to remove the hazard, the City Forester may cause the hazard to be removed. For purposes of removing the hazard, City crews or City agents shall be allowed on private property. Attempts should be made to notify the property owner before entering onto private property.

2. Traffic Control. In the event the planting, maintenance or removal of any private tree requires equipment or material to be located on or fall onto the street right-of-way, the homeowner or the homeowner's agent shall provide for traffic control. All traffic control shall conform to the requirements and specifications of the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). In all cases the disruption of smooth traffic flow shall be kept to a minimum. Additional warning devices or precautionary measures may be necessary to control pedestrian traffic.

152.07 ENFORCEMENT.

1. Appeals. Any person who receives an order from the City Forester and objects to all or part of the order may, within ten (10) days of the receipt of the order, notify the City Forester and City Tree Board in writing of the nature of the objection and request a hearing on the order thereon. The hearing shall be held within thirty (30) days of notice to the appellant. Within ten (10) days the Chair of the Tree Board shall notify the appellant and City Forester of the final decision.

2. Interference. No person shall hinder, prevent, delay or otherwise interfere with the City Forester or any assistants in the execution or enforcement of this chapter.

3. Violation. If, as a result of a violation of any provision of this chapter, the injury, mutilation or death of a tree, shrub or other plant located on City-owned property is caused, the cost of repair or replacement of the tree, shrub or other plant shall be borne by the party in violation. The value of shrubs shall be determined in accordance with the latest revision of *A Guide to the Professional Evaluation of*

Landscape Trees, Specimen Shrubs and Evergreens as published by the International Society of Arboriculture.

4. Penalties: Penalties should fall under the municipal infraction in the West Branch Code of Ordinances.

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REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 6, 2022

AGENDA ITEM:	Resolution 2022-56 – Adopting certification requirements and certification incentive pay. / Move to action.
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PREPARED BY:	City Administrator, Adam Kofoed
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DATE:	May 31, 2022
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BACKGROUND:

Based on the salary survey findings, most peer communities provide incentives to clerks and parks and rec directors as they receive vital certifications. The following certifications are being used as a market bump to get those positions in line with the market.

In addition to our current policies, if it's a vital certification as deemed by the department supervisor in Resolution No. 2022-56, it will be mandatory for an employee to earn the certification. If an employee does not receive a certification in the allotted time, they will not receive merit pay, and can eventually lead to dismissal.

Current employees will receive an additional one-year grace period on their certification since requirements were not established prior to their hire.

Please see the following salary cover sheet on market bumps.

RESOLUTION NO. 2022-56

**RESOLUTION ADOPTING CERTIFICATION REQUIREMENTS AND
CERTIFICATION INCENTIVE PAY**

WHEREAS, a salary survey committee consisting of four staff members and two council members discussed multiple merit pay systems; and

WHEREAS, the salary survey committee noted that certifications in the Public Works field held more value and peer cities offered certification pay for Clerks and Parks and Recreation Directors; and

WHEREAS, the salary survey committee is recommending the following incentives to match peer communities; and

WHEREAS, employees are granted the pay by the finance department once evidence is provided that certification has been completed; and

WHEREAS, salaried employees' wages will increase by the incentive times 2080 hours; and

WHEREAS, the following pay certification pay as follows:

Public Works:

\$0.75/hr. for Grade I water treatment, distribution, and sewer certifications.

Must complete all within four years of hire,
one-year grace period for current employees.

\$0.75/hr. for Grade II water treatment, distribution, and sewer certifications.

Optional for non-water/sewer positions

\$1.00/hr. for Grade III water treatment, distribution, and sewer certifications.

Optional for all, as city has no grade III facilities.

City Clerks and Finance Director:

\$0.50/hr. for each year of Iowa Municipal Institute and Academy attended to earn certified municipal clerk (CMC) status.

Max of three years by CMC certification requirement.

\$0.75/hr. Completion of Iowa Certified Municipal Clerk status.

Must complete all within four years of hire,
one-year grace period for current employees.

\$0.75/hr. Completion of Iowa Certified Municipal
Finance Officer status

Must complete all within six years of hire,
one-year grace period for current employees.

Parks and Recreation Director:

\$1.00/hr. Completion of Certified Park and Recreational
Professional.

Must complete within four years of hire, one-
year grace period for current employees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West
Branch, Iowa, is adopting incentive-based pay and certification requirements effective July 1,
2022.

Passed and approved this 6th day of June, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

RESOLUTION 2022-57

**A RESOLUTION HIRING A TEMPORARY PART-TIME PUBLIC WORKS
EMPLOYEE FOR MOWING CITY PROPERTY FOR THE CITY OF WEST
BRANCH, IOWA AND SETTING THE SALARY FOR THE POSITION.**

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

Section 1. That the City of West Branch, Iowa will hire the below listed person as temporary part-time Public Works employee for the mowing season for 2022.

Section 2. The following persons and positions named shall be paid the hourly wage indicated and the Finance Officer 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
Mower	Gerry Brick	\$14.50/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 6th day of June, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 6, 2022

AGENDA ITEM:	Resolution 2022-58 –Setting salaries for appointed officials and employees of the City of West Branch, Iowa for FY23. /Move to action.
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PREPARED BY:	City Administrator, Adam Kofoed
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DATE:	May 31, 2022
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BACKGROUND:

Based on the budget season, each employee will be given a 4% cost of living increase this fiscal year. Cost of living was expected to be 5.9% and should be considered in future fiscal years.

The following positions were given certification bumps:

1. Public Works Director, now at market rate 12 year.
2. Lead Water Operator, still needs improvement in later fiscal years.
3. Finance Director, at the 2-year market rate.
4. City Clerk, at the 8-year market rate.
5. Streets Maintenance, at market rate for various employees.

Below are the following market bumps planned:

- FY 24 market bumps: ~~PW Director~~, Assistant Library Director, All Police
- FY 25 market bumps: Water, Asst. Library Dir., Senior Police, (Clerks, if still needed.
- FY 26 market bumps: Any other that is behind after bumps

RESOLUTION 2022-58

A RESOLUTION SETTING SALARIES FOR APPOINTED OFFICIALS AND EMPLOYEES OF THE CITY OF WEST BRANCH, IOWA FOR FY23.

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

SECTION 1. The following persons and positions named shall be paid the salaries or hourly wages indicated and the Finance Officer/ City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, bi-weekly, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the Council: *indicates market bump for FY23 through certification incentives*

Salaried Employees:

<u>Position</u>	<u>Name</u>	<u>AnnualWage</u>	<u>Basic Hours</u>
City Administrator	Adam Kofoed	\$_____	Salaried
Police Chief	John Hanna	\$74,880	Salaried
Public Works Director	Matt Goodale	\$77,630*	Salaried
Finance Officer	Heidi Van Auken	\$58,500	Salaried
Park & Recreation Director	Melissa Russell	\$55,879*	Salaried

Regular Full-Time:

<u>Position</u>	<u>Name</u>	<u>Hourly/Annual Wage</u>	<u>Basic Hours</u>
City Clerk	Leslie Brick	\$27.60 / \$57,408*	40
Police Officer	Cathy Steen	\$29.64 / \$61,651	40
Police Officer	Derek Holmes	\$29.64 / \$61,651	40
Police Officer	Zachary Murdock	\$28.08 / \$58,406	40
Water /Sewer Operator	Tim Moss	\$30.15 / \$62,712*	40
Streets Maintenance	Nevin Tucker	\$22.39 / \$46,571*	40
Streets Maintenance	Henry (Max) Kober	\$21.46/ \$44,637*	40
Streets Maintenance	Logan Cilek	\$20.69 / \$43,035	40

RESOLUTION 2022-58 (continued)

Regular Part-Time:

Building Inspector	Terry Goerd	\$39.84	20
Park & Rec	Jamie Tucker	\$17.24	20

Library Staff:

Library Director	Nick Shimmin	\$58,967.00	Salaried
Youth Librarian	Rebecca Knoche	\$21.96 /\$45,697	40
Library Clerk	Jessica Shafer	\$21.30/ \$44, 297	40
Part-time	Katrina Korsmo	\$12.15 per hour	

SECTION 2. If any employees are under investigation/probation, department supervisors, and the City Administrator reserve the right to not approve the wage/salary listed.

SECTION 3. All the above employees are 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 wages and salaries established in this resolution shall be effective July 1, 2022.

Passed and approved this 6th day of June, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk

RESOLUTION 2022-59

**RESOLUTION APPROVING THE SITE PLAN FOR LOT 1 PARKSIDE HILLS-
SECOND ADDITION, WEST BRANCH, IOWA.**

WHEREAS, Advantage Development, Inc. (“Advantage”), is the owner of Lot 1, Parkside Hills-Second Addition, West Branch, Iowa (the “Property”); and

WHEREAS, Advantage has submitted a proposed Site Plan for the Property; and

WHEREAS, the City Engineer and Planning and Zoning Commission has reviewed said Site Plan and recommended approval of the same; and

WHEREAS, said Site Plan complies with the requirements of Chapter 167 of the Code of Ordinances of the City of West Branch.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the site plan from Advantage Development, Inc. for Lot 1, Parkside Hills-Second Addition, West Branch, Iowa, is hereby approved.

Passed and approved this 6th day of June, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



City of West Branch
110 N. Poplar Street
West Branch, IA 52358

SITE PLAN REVIEW CHECKLIST

Project Name	<u>Lot 1 Parkside Hills Second Addition</u>
Engineer	<u>MMS Consultants</u>
Reviewer	<u>Dave Schechinger</u>
Reviewed Date	<u>5/2/2022</u>

1. SITE PLAN ☒

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

2. DESIGN STANDARDS ☒

- A. The design of the proposed improvements shall make adequate provisions for surface and subsurface drainage, for connections to water and sanitary sewer lines, each so designed as to neither overload existing public utility lines nor increase the danger of erosion, flooding, landslide, or other endangerment of adjoining or surrounding property
- B. The proposed improvements shall be designed and located within the property in such manner as not to unduly diminish or impair the use and enjoyment of adjoining property and to this end shall minimize the adverse effects on such adjoining property from automobile headlights, illumination of required perimeter yards, refuse containers, and impairment of light and air.
- C. The proposed development shall have such entrances and exits upon adjacent streets and such internal traffic circulation pattern as will not unduly increase congestion on adjacent or surrounding public streets
- D. The proposed development shall conform to all applicable provisions of the Code of Iowa, as amended, Iowa Statewide Urban Design and Specifications (SUDAS), Iowa Stormwater Management Manual and all applicable provisions of the Code of Ordinances of the City of West Branch, as amended

Veenstra & Kimm, Inc.
860 22nd Avenue, Suite 4
Coralville, Iowa 52241
319-466-1000



City of West Branch
110 N. Poplar Street
West Branch, IA 52358

SITE PLAN:

1. Prepared by a licensed Engineer or Land Surveyor ☒ YES ☐ NO
2. Date of preparation, North point and scale no smaller than 1"=100'.
Comments: ☒ YES ☐ NO
3. Legal description and address of the property to be developed.
Comments: ☒ YES ☐ NO
4. Name and address of the record property owner, the applicant, and the person or firm preparing the site plan
Comments: ☒ YES ☐ NO
5. The existing topography with a maximum of two (2) foot contour intervals. Where existing ground is on a slope of less than two percent (2%), either one (1) foot contours or spot elevations where necessary but not more than fifty (50) feet apart in both directions, shall be indicated on site plan.
Comments: ☒ YES ☐ NO
6. Existing and proposed utility lines and easements in accordance with Iowa Statewide Urban Design and Specifications (SUDAS) and City of West Branch Subdivision Regulations.
Comments: ☒ YES ☐ NO
7. Structure Information:
 - a. Total number and type of dwelling units proposed ☒ YES ☐ NO
 - b. Proposed uses for all buildings ☒ YES ☐ NO
 - c. Total floor area of each building ☒ YES ☐ NO
 - d. Estimated number of employees for each proposed use where applicable ☐ YES ☐ NO
 - e. Any other information, including peak demand, which may be necessary to determine the number of off-street parking spaces and loading spaces. ☐ YES ☐ NO
8. Location, shape, and all exterior elevation views of all proposed buildings, for the purpose of understanding the structures and building materials to be used, the location of windows, doors, overhangs, projection height, etc. and the grade relationship to floor elevation, and the number of stories of each existing building to be retained and of each proposed building. ☒ YES ☐ NO
9. Property lines and all required yard setbacks. ☒ YES ☐ NO
10. Location, grade and dimensions of all existing and proposed paved surfaces and all abutting streets. ☒ YES ☐ NO

Variance Request for Parking

Veenstra & Kimm, Inc.
860 22nd Avenue, Suite 4
Coralville, Iowa 52241
319-466-1000

11. Complete traffic circulation and parking plan, showing the location and dimensions of all existing and proposed parking stalls, loading areas, entrance and exit drives, sidewalks, dividers, planters, and other similar permanent improvements. ☒ YES ☐ NO
12. Location and type of existing or proposed signs and of any existing or proposed lighting on the property which illuminates any part of any required yard. ☒ YES ☐ NO
13. Location of existing trees six (6) inches or larger in diameter, landslide areas, springs and streams and other bodies of water, and any area subject to flooding by a one hundred (100) year storm on site and downstream off site. ☐ YES ☐ NO
14. Location, amount and type of any proposed landscaping. Location of proposed plantings, fences, walls, or other screening as required by the zoning regulations and the design standards set forth in Section 173.03. ☒ YES ☐ NO
15. A vicinity map at a scale of 1" = 500' or larger, showing the general location of the property, and the adjoining land uses and zoning. ☒ YES ☐ NO
16. Soil tests and similar information, if deemed necessary by the City Engineer, to determine the feasibility of the proposed development in relation to the design standards set forth in Section 173.03. N/A ☐ YES ☐ NO
17. Where possible ownership or boundary problems exist, as determined by the Zoning Administrator, a property survey by a licensed land surveyor may be required. N/A ☐ YES ☐ NO
18. Stormwater Pollution Prevention Plan. ☒ YES ☐ NO
19. Stormwater Management Plan. ☒ YES ☐ NO
20. Pre-Application Conference. ☒ YES ☐ NO
21. Provide 25% of open space
 - a. Said open space shall be unencumbered with any structure, or off-street parking or roadways and drives, and shall be landscaped and maintained with grass, trees and shrubbery. ☒ YES ☐ NO
 - b. Each principal structure of an apartment or office complex on same site shall be separated from any other principal structure in the complex by an open space of not less than sixteen (16) feet. ☒ YES ☐ NO
22. Landscaping Requirements
 - a. Minimum requirements at the time of planting - Two (2) trees minimum or one (1) tree of the following size per 1,500 square feet of open space, whichever is greater: 40 Percent 1½" - 2" caliper diameter. Balance 1" - 1½" caliper diameter. (Evergreen trees shall not be less than three (3) feet in height.) ☐ YES ☒ NO
 - b. Minimum requirements at the time of planting - 6 shrubs, or 1 shrub per 1,000 square feet of open space, whichever is greater. ☒ YES ☐ NO

23. Buffer Required

- a. Any other zoning district, other than an Agricultural A-1 District, that abuts any residential district shall require a buffer as described in this section. The buffer shall be provided by the non-residential use when adjoining a residential district. ☐ YES ☐ NO
- b. All Industrial Districts that abut any other district shall provide a buffer as required by this section. N/A
☐ YES ☐ NO
- c. Any storage area, garbage storage, junk storage or loading docks, and loading areas, in any District shall be screened from public street view by a buffer ☒ YES ☐ NO

24. Buffers

- a. Buffer Wall: A buffer wall shall not be less than six (6) feet in height; constructed of a permanent low maintenance material such as concrete block, cinder block, brick, concrete, precast concrete or tile block; the permanent low-maintenance wall shall be designed by an architect or engineer for both structural adequacy and aesthetic quality. ☐ YES ☐ NO
- b. Landscape Buffer: A landscape buffer shall not be less than twenty-five (25) feet in width, designed and landscaped with earth berm and predominant plantings of evergreen type trees, shrubs and plants so as to assure year around effectiveness. ☐ YES ☐ NO

25. Surfacing Requirements.

- a. All off-street parking and loading areas and access roadways shall have a durable and dustless surface paved with asphaltic or Portland cement concrete pavement or pervious pavement. Off-street parking of automobiles, vans, campers, trucks, trailers, tractors, recreational vehicles, boats, construction equipment, and any other mobile vehicles shall be on an asphaltic or Portland cement concrete paved off-street parking area and not parked or stored within the landscaped open space area of the front yard. All off-street parking areas and associated driveways, access roadways and frontage roads, except driveways for single family residences, shall be constructed with permanent, integrally attached 6" high curbing or curbing of alternate height. ☒ YES ☐ NO
- b. Portland Cement Concrete shall have a minimum thickness of five (5) inches. ☒ YES ☐ NO
- c. Asphaltic Cement Concrete shall have a minimum thickness of six (6) inches. ☐ YES ☐ NO N/A
- d. Material utilized in the subgrade shall be well drained and not susceptible to frost boils. Driveways for attached townhouse style residences shall be Portland cement concrete or asphaltic concrete with minimum thickness of five (5) inches and six (6) inches, with well-drained subgrade base and not greater than eighteen (18) feet in width. ☐ YES ☐ NO

26. Landscaping, Screening and Open Space Requirements.

- a. All parking areas be aesthetically improved to reduce obtrusive characteristics that are inherent to their use. ☒ YES ☐ NO
- b. Parking areas shall be effectively screened from general public view and contain shade trees within parking islands where multiple aisles of parking exist. Not less than five (5) percent of the interior parking area shall be landscaped within parking islands. ☒ YES ☐ NO

27. Off-Street Parking Access to Public Streets and Internal Traffic Circulation.

- a. forward movement of the vehicle. ☒ YES ☐ NO
- b. Driveway approach returns shall not extend beyond the side lot line as extended. ☒ YES ☐ NO
- c. The number of ingress/egress access points to public streets from offstreet parking areas located to limit vehicular conflicts, preserve proper traffic safety. ☒ YES ☐ NO

28. Handicap Accessible Parking Requirements - comply with the parking space minimum requirements.

☒ YES ☐ NO

29. Traffic Analysis Requirements. Any project which contains 100 dwelling units or 1,000 average day trips.

☐ YES ☐ NO ??

30. Architectural Standards - architectural plans for buildings shall be submitted for review and approval.

☒ YES ☐ NO



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www.mmsconsultants.net

Date	Revision
05/09/22	PER CITY COMMENTS - MKF

SITE LAYOUT AND DIMENSION PLAN

LOT 1 PARKSIDE HILLS SECOND ADDITION

WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.

Date: 05/02/2022

Designed by: RLA Field Book No:

Drawn by: MKF Scale: 1"=30'

Checked by: RLA Sheet No:

Project No: C120

6992-381

SITE PLAN

LOT 1 PARKSIDE HILLS SECOND ADDITION

WEST BRANCH, IOWA

PLAT PREPARED BY:
MMS CONSULTANTS INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240

OWNER/SUBDIVIDER:
ADVANTAGE DEVELOPMENT INC.
760 LIBERTY WAY
NORTH LIBERTY, IA 52317

SUBDIVIDERS ATTORNEY:
MATTHEW J. ADAM
1150 5TH STREET, SUITE 170
CORALVILLE, IA 52241

SHEET INDEX
C120 SITE LAYOUT AND DIMENSION PLAN
C140 SITE GRADING AND EROSION CONTROL
PLAN AND SWPPP
C141 GRADING PLAN
C160 UTILITY PLAN
L100 LANDSCAPE PLAN
C500 GENERAL NOTES & DETAILS

LEGAL:

LOT 1 PARKSIDE HILLS SECOND ADDITION IN WEST BRANCH, CEDAR COUNTY, IOWA, IN ACCORDANCE WITH THE RECORDED PLAT THEREOF, CONTAINING 1.93 ACRES AND SUBJECT TO EASEMENTS AND RESTRICTION OF RECORD.

SITE DEVELOPMENT SUMMARY:

CLASS: B-2
SQUARE FOOTAGE: 12,643 SF COMMERCIAL
PROPOSED USE: COMMERCIAL

DEVELOPMENT CHARACTERISTICS:

APPLICANT PLANS TO BEGIN CONSTRUCTION ON SPRING 2023, WITH AN ESTIMATED COMPLETION DATE IN SUMMER 2023.

SITE COVERAGES:

TOTAL LOT AREA	84,273 S.F. (100%)
PROPOSED BUILDING AREA	12,643 S.F. (15.0%)
PROPOSED PAVING AREA	40,689 S.F. (48.3%)
TOTAL IMPERVIOUS AREA	43,344 S.F. (51.4%)
TOTAL OPEN AREA	40,929 S.F. (48.6%)

LOT REQUIREMENTS:

FRONT YARD SETBACK	15 FEET
SIDE YARD SETBACK	15 FEET
REAR YARD SETBACK	20 FEET

PARKING REQUIREMENTS:

RESTAURANT: 1 SPACE PER 100 SF
9000 SF/100 = 90 SPACES
OFFICE: 3 SPACES PLUS ONE SPACE FOR EACH
400 SF OVER 1000 SF
 $3 + (3,600 - 1,000) / 400 = 10$
TOTAL REQUIRED PARKING = 100
TOTAL PARKING PROVIDED = 89

A VARIANCE IS BEING REQUESTED TO ALLOW FOR A REDUCED NUMBER OF PARKING SPACES. THERE IS SPACE RESERVED TO ADD ADDITIONAL PARKING IN THE FUTURE SHOULD IT BE NEEDED.

PAVEMENT LEGEND	MATERIAL	TOTAL*
	7" PCC OVER 6" GRANULAR SUBBASE	2,546 SY
	6" PCC OVER 6" GRANULAR SUBBASE	2,005 SY
	4" PCC	295 SY

*TOTALS INCLUDE ALL SF OF MATERIAL, INCLUDING OUTSIDE OF PROPERTY LINE

PAVING CONSTRUCTION NOTES

- PAVEMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH I.D.O.T. SPECIFICATION SECTION 2301.
- I.D.O.T. CLASS C-3 CONCRETE SHALL BE USED, UNLESS NOTED OTHERWISE.
- PAVEMENT JOINTS SHALL CONFORM TO I.D.O.T. STANDARD ROAD PLAN PV-101.
- SUBGRADE UNDER PROPOSED PAVEMENT SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY, TO A DEPTH OF SIX (6) INCHES, UNLESS NOTED OTHERWISE.
- ALL SAVED PAVEMENT JOINTS SHALL BE SEALED.

STANDARD LEGEND AND NOTES

	PROPERTY &/or BOUNDARY LINES
	CONGRESSIONAL SECTION LINES
	RIGHT-OF-WAY LINES
	EXISTING RIGHT-OF-WAY LINES
	CENTER LINES
	EXISTING CENTER LINES
	LOT LINES, INTERNAL
	LOT LINES, PLATTED OR BY DEED
	PROPOSED EASEMENT LINES
	EXISTING EASEMENT LINES
	BENCHMARK
	RECORDED DIMENSIONS
	CURVE SEGMENT NUMBER
	POWER POLE W/DROP
	POWER POLE W/TRANS
	POWER POLE W/LIGHT
	GUY POLE
	LIGHT POLE
	SANITARY MANHOLE
	FIRE HYDRANT
	WATER VALVE
	DRAINAGE MANHOLE
	CURB INLET
	FENCE LINE
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	WATER LINES
	ELECTRICAL LINES
	TELEPHONE LINES
	GAS LINES
	CONTOUR LINES (1' INTERVAL)
	PROPOSED GROUND
	EXISTING TREE LINE
	EXISTING DECIDUOUS TREE & SHRUB
	EXISTING EVERGREEN TREES & SHRUBS

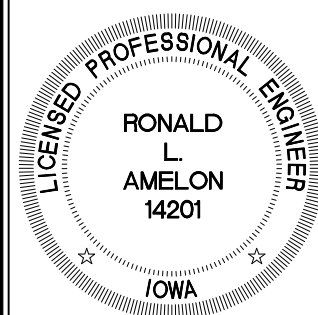
THE ACTUAL SIZE AND LOCATION OF ALL PROPOSED FACILITIES SHALL BE VERIFIED WITH CONSTRUCTION DOCUMENTS, WHICH ARE TO BE PREPARED AND SUBMITTED SUBSEQUENT TO THE APPROVAL OF THIS DOCUMENT.

KEYNOTES	NUMBER	KEYNOTE	DETAIL
	1	INSTALL DRIVE AND PARKING (SEE PAVING LEGEND TABLE THIS SHEET FOR THICKNESS AND MATERIAL)	
	2	INSTALL STANDARD 6" CURB AND GUTTER	
	3	INSTALL THICKENED EDGE SIDEWALK	
	4	INSTALL 4" PCC SIDEWALK	
	5	CONNECT TO EXISTING PCC PAVING W/ "BT-5" JOINT	
	6	INSTALL 4" WIDE PAVEMENT MARKINGS (TYP)	
	7	HANDICAP PARKING STRIPING AND SIGNAGE PER DETAIL SHEET C500	
	8	CROSSWALK STRIPING	
	9	END PCC PAVING WITH BT-5 JOINT	
	10	INSTALL TAPERED CURB	
	11	NO CURB	
	12	INSTALL DUMPSTER ENCLOSURE; COORDINATE WITH ARCHITECTURAL PLANS	
	13	GRIND EXISTING CURB; INSTALL TYPE "A" CONCRETE DRIVEWAY PER SUDAS DETAIL 7030.101	
	14	END CURB	
	15	INSTALL RAMPS PER ADA STANDARDS	
	16	BIKE RACK	

UTILITIES

THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL AT 811 OR 800/292-8989 NO LESS THAN 48 HRS. IN ADVANCE OF ANY DIGGING OR EXCAVATION.

WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THEREOF. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.



I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

RONALD L. AMELON, P.E. Iowa Lic. No. 14201

My license renewal date is December 31, 20 ____.

Pages or sheets covered by this seal:

SEAL



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Date	Revision
05/09/22	PER CITY COMMENTS - MKF

EROSION CONTROL PLAN

LOT 1 PARKSIDE HILLS SECOND ADDITION

WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	05/02/2022
Designed by:	RLA
Drawn by:	MKF
Checked by:	RLA
Project No:	6992-381

C140

SITE PLAN LOT 1 PARKSIDE HILLS SECOND ADDITION WEST BRANCH, IOWA

PLAT PREPARED BY:
MMS CONSULTANTS INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240

OWNER/SUBDIVIDER:
ADVANTAGE DEVELOPMENT INC.
760 LIBERTY WAY
NORTH LIBERTY, IA 52317

SUBDIVIDERS ATTORNEY:
MATTHEW J. ADAM
1150 5TH STREET, SUITE 170
CORALVILLE, IA 52241

SHEET INDEX

C120 SITE LAYOUT AND DIMENSION PLAN
C140 SITE GRADING AND EROSION CONTROL PLAN AND SWPPP
C141 GRADING PLAN
C160 UTILITY PLAN
L100 LANDSCAPE PLAN
C500 GENERAL NOTES & DETAILS

NOTES:

1. ALL ELEVATIONS ARE TOP OF SLAB UNLESS NOTED OTHERWISE.
2. TEMPORARY STABILIZATION IS REQUIRED ON DISTURBED AREAS AFTER THE 14TH DAY OF INACTIVITY.
3. FINAL STABILIZATION SHALL BE IMPLEMENTED WITHIN 14 DAYS OF FINAL GRADING COMPLETION.

EROSION CONTROL LEGEND

FINAL FILTER SOCK	PERIMETER SILT FENCE
SILT FENCE	EROSION CONTROL MATTING
TEMPORARY ROCK CONSTRUCTION ENTRANCE/EXIT	TEMPORARY SOIL STOCKPILE AREA
TEMPORARY PARKING AND STORAGE	DIRECTION OF OVERLAND FLOW
CONCRETE TRUCK/EQUIPMENT WASHOUT	DUMPSTER FOR CONSTRUCTION WASTE
PORTABLE RESTROOM	RIP RAP OUTLET PROTECTION
DOCUMENT LOCATION (PERMITS, SWPPP, INSPECTION FORMS, ETC.)	OTHER MEASURE: _____
EROSION CONTROL INLET PROTECTION	OTHER MEASURE: _____
EROSION CONTROL BEHIND CURB AT CURB RAMP	OTHER MEASURE: _____

THE ABOVE LISTED ITEMS ARE SHOWN IN THEIR RECOMMENDED LOCATIONS. IF A CONTROL MEASURE IS ADDED OR MOVED TO A MORE SUITABLE LOCATION, INDICATE THE REVISION ON THIS SHEET. THE BLANKS LEFT FOR OTHER MEASURES SHOULD BE USED IF AN ITEM NOT SHOWN ABOVE IS IMPLEMENTED ON SITE, ADDITIONAL PRACTICES FOR EROSION PREVENTION AND SEDIMENT CONTROL CAN BE FOUND IN APPENDIX D OF THE SWPPP.

GRADING NOTES

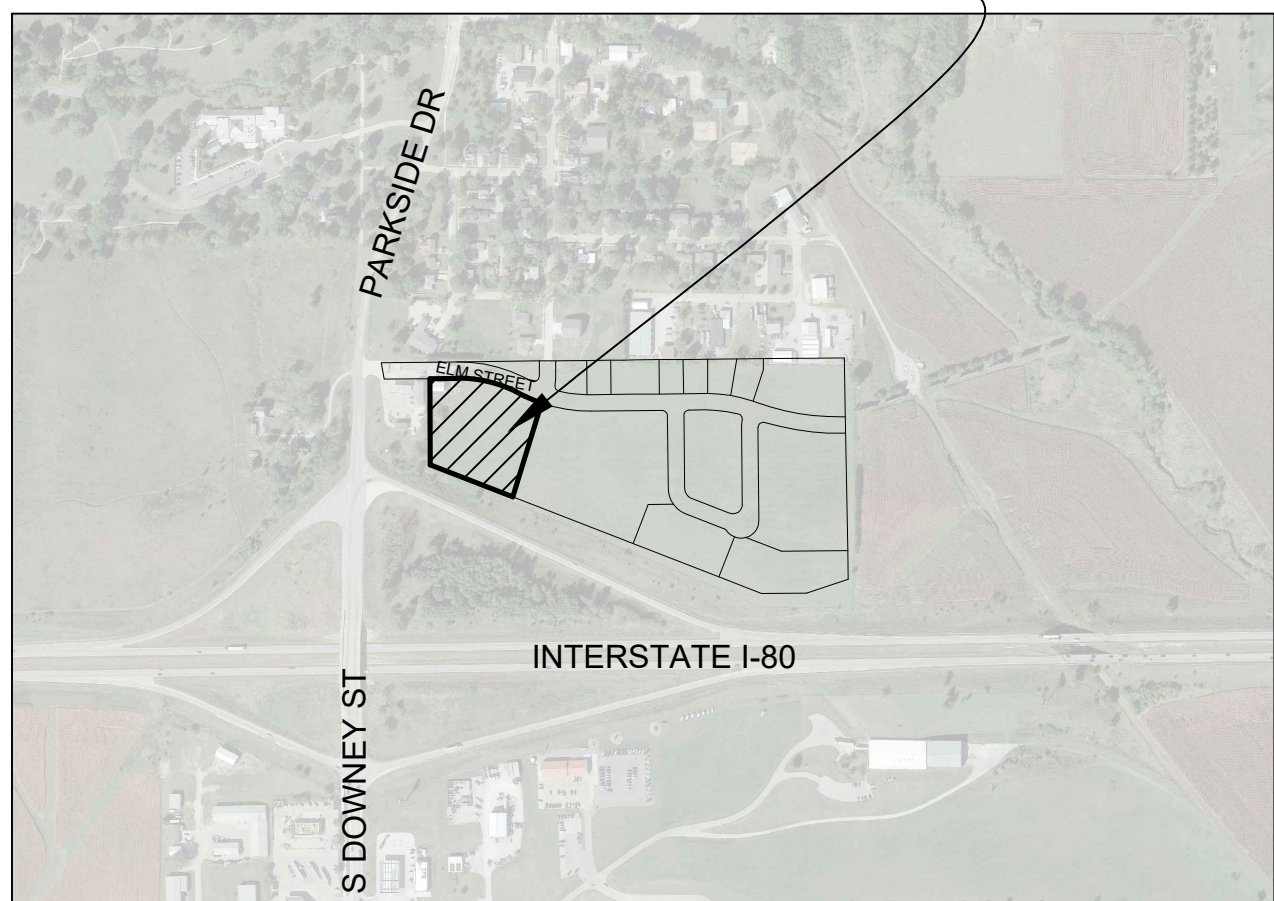
- 1.) MAXIMUM SLOPE ON CUTS AND FILLS SHALL BE 3:5. HORIZONTAL TO 1: VERTICAL.
- 2.) NO EXCAVATION SHALL BE ALLOWED WITHIN 2' OF PROPERTY LINES.
- 3.) WHERE HEIGHT OF FILL IS GREATER THAN 30' AN INTERMEDIATE TERRACE OF AT LEAST 6' WIDE SHALL BE ESTABLISHED AT MID HEIGHT. SEE TYPICAL FILL SECTION.
- 4.) COMPACTION TO BE 95% STANDARD PROCTOR DENSITY UNDER ALL BUILDINGS AND PAVING.
- 5.) ALL TREES OUTSIDE THE LIMITS OF GRADING OPERATIONS SHALL BE SAVED, UNLESS OTHERWISE INDICATED TO BE REMOVED. TREES NEAR THE EDGES OF GRADING LIMITS AND IN THE STORM WATER DETENTION BASIN AREAS SHALL BE SAVED IF POSSIBLE, WITHIN THE REQUIREMENTS OF THE SPECIFICATIONS.
- 6.) PRIOR TO ANY GRADING A CONSTRUCTION SAFETY FENCE SHALL BE INSTALLED 50 FEET FROM TRUNKS OF TREES TO BE PROTECTED.
- 7.) STABILIZATION SEEDING SHALL BE COMPLETED AS SOON AS POSSIBLE, BUT NOT MORE THAN 14 DAYS, UPON COMPLETION OF GRADING IN ANY AREA OF GRADING OPERATIONS. DISTURBED AREAS SHALL BE KEPT AS SMALL AS POSSIBLE TO PREVENT LARGE SCALE EROSION PROBLEMS. IF THE GRADING CONTRACTOR STOPS GRADING OPERATIONS FOR MORE THAN 14 DAYS, THEN STABILIZATION SEEDING SHALL BE DONE ON ALL DISTURBED AREAS.
- 8.) SILT FENCE LOCATIONS AND LENGTHS, AS INDICATED, ARE APPROXIMATE ONLY. FINAL LOCATIONS AND LENGTHS WILL BE DETERMINED, AS NEEDED, UPON COMPLETION OF GRADING OPERATIONS IN AN AREA.
- 9.) ALL STREET SUBGRADES SHALL BE CONSTRUCTED AND COMPACTED IN ACCORDANCE WITH CITY OF WEST BRANCH DESIGN AND CONSTRUCTION STANDARDS AND PROCEDURES.

UTILITIES

THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL AT 811 OR 800/292-8989 NO LESS THAN 48 HRS. IN ADVANCE OF ANY DIGGING OR EXCAVATION.

WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

LOT 1 PARKSIDE HILLS SECOND ADDITION
WEST BRANCH, IOWA



LOCATION MAP
NOT TO SCALE





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Date	Revision
05/09/22	PER CITY COMMENTS - MKF

GRADING PLAN

LOT 1 PARKSIDE HILLS SECOND ADDITION

WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:	05/02/2022
Designed by:	RLA
Drawn by:	MLK
Checked by:	RLA
Project No:	6992-381
Field Book No:	
Scale:	1"=30'
Sheet No:	C141

SITE PLAN LOT 1 PARKSIDE HILLS SECOND ADDITION WEST BRANCH, IOWA

PLAT PREPARED BY:
MMS CONSULTANTS INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240

OWNER/SUBDIVIDER:
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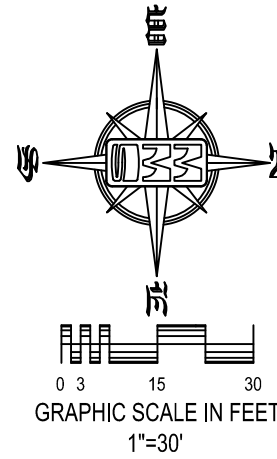
SUBDIVIDERS ATTORNEY:
MATTHEW J. ADAM
1150 5TH STREET, SUITE 170
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C500 GENERAL NOTES & DETAILS

GRADING LEGEND
● 000.00EX - EXISTING SURFACE
● 000.00TS - TOP SLAB
● 000.00TW - TOP WALK
● 000.00TC - TOP CURB
● 000.00TR - TOP RIM
● 000.00TOP - TOP OF WALL
● 000.00BOT - BOTTOM OF WALL
● 000.00FG - FINISHED GRADE

STANDARD LEGEND AND NOTES
— PROPERTY &/OR BOUNDARY LINES
— CONGRESSIONAL SECTION LINES
— RIGHT-OF-WAY LINES
— EXISTING RIGHT-OF-WAY LINES
— CENTER LINES
— EXISTING CENTER LINES
— LOT LINES, INTERNAL
— LOT LINES, PLATTED OR BY DEED
— PROPOSED EASEMENT LINES
— EXISTING EASEMENT LINES
— BENCHMARK
— RECORDED DIMENSIONS
— CURVE SEGMENT NUMBER
— EXIST- — PROP- — EXISTING TREE LINE
— EXISTING DECIDUOUS TREE & SHRUB
— EXISTING EVERGREEN TREES & SHRUBS
— POWER POLE
— POWER POLE W/DROP
— POWER POLE W/TRANS
— POWER POLE W/LIGHT
— GUY POLE
— LIGHT POLE
— SANITARY MANHOLE
— FIRE HYDRANT
— WATER VALVE
— DRAINAGE MANHOLE
— CURB INLET
— FENCE LINE
— EXISTING SANITARY SEWER
— PROPOSED SANITARY SEWER
— EXISTING STORM SEWER
— PROPOSED STORM SEWER
— WATER LINES
— ELECTRICAL LINES
— TELEPHONE LINES
— GAS LINES
— CONTOUR LINES (1' INTERVAL)
— PROPOSED GROUND

- NOTES:
1. ALL ELEVATIONS ARE TOP OF SLAB UNLESS NOTED OTHERWISE.
 2. TEMPORARY STABILIZATION IS REQUIRED ON DISTURBED AREAS AFTER THE 14TH DAY OF INACTIVITY.
 3. FINAL STABILIZATION SHALL BE IMPLEMENTED WITHIN 14 DAYS OF FINAL GRADING COMPLETION.



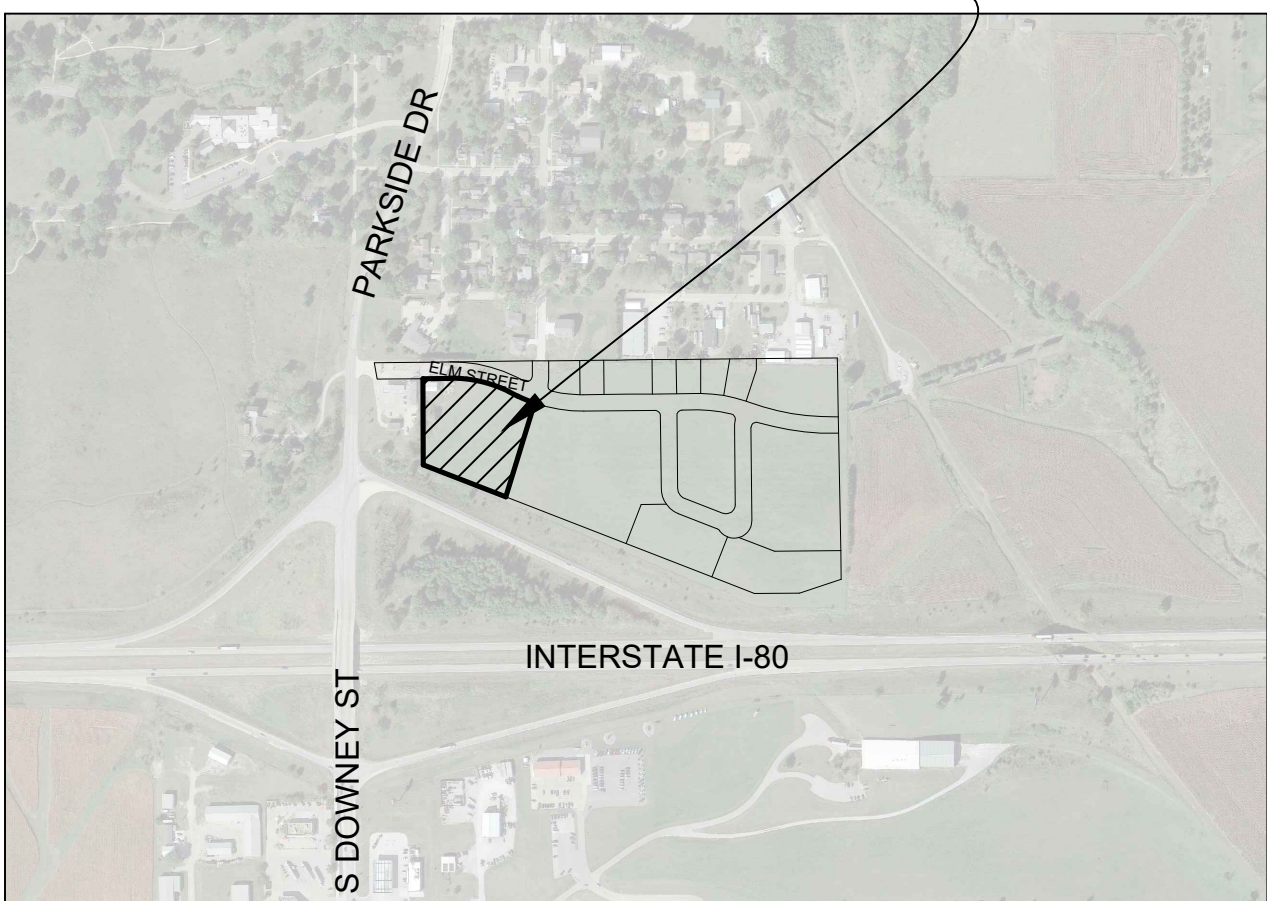
GRADING NOTES

- 1.) MAXIMUM SLOPE ON CUTS AND FILLS SHALL BE 3.5% HORIZONTAL TO 1% VERTICAL.
- 2.) NO EXCAVATION SHALL BE ALLOWED WITHIN 2' OF PROPERTY LINES.
- 3.) WHERE HEIGHT OF FILL IS GREATER THAN 30' AN INTERMEDIATE TERRACE OF AT LEAST 6' WIDE SHALL BE ESTABLISHED AT MID HEIGHT. SEE TYPICAL FILL SECTION.
- 4.) COMPACTION TO BE 95% STANDARD PROCTOR DENSITY UNDER ALL BUILDINGS AND PAVING.
- 5.) ALL TREES OUTSIDE THE LIMITS OF GRADING OPERATIONS SHALL BE SAVED, UNLESS OTHERWISE INDICATED TO BE REMOVED. TREES NEAR THE EDGES OF GRADING LIMITS AND IN THE STORM WATER DETENTION BASIN AREAS SHALL BE SAVED IF POSSIBLE, WITHIN THE REQUIREMENTS OF THE SPECIFICATIONS.
- 6.) PRIOR TO ANY GRADING A CONSTRUCTION SAFETY FENCE SHALL BE INSTALLED 50 FEET FROM TRUNKS OF TREES TO BE PROTECTED.
- 7.) STABILIZATION SEEDING SHALL BE COMPLETED AS SOON AS POSSIBLE, BUT NOT MORE THAN 14 DAYS, UPON COMPLETION OF GRADING IN ANY AREA OF GRADING OPERATIONS. DISTURBED AREAS SHALL BE KEPT AS SMALL AS POSSIBLE TO PREVENT LARGE SCALE EROSION PROBLEMS. IF THE GRADING CONTRACTOR STOPS GRADING OPERATIONS FOR MORE THAN 14 DAYS, THEN STABILIZATION SEEDING SHALL BE DONE ON ALL DISTURBED AREAS.
- 8.) SILT FENCE LOCATIONS AND LENGTHS, AS INDICATED, ARE APPROXIMATE ONLY. FINAL LOCATIONS AND LENGTHS WILL BE DETERMINED, AS NEEDED, UPON COMPLETION OF GRADING OPERATIONS IN AN AREA.
- 9.) ALL STREET SUBGRADES SHALL BE CONSTRUCTED AND COMPACTED IN ACCORDANCE WITH CITY OF WEST BRANCH DESIGN AND CONSTRUCTION STANDARDS AND PROCEDURES.

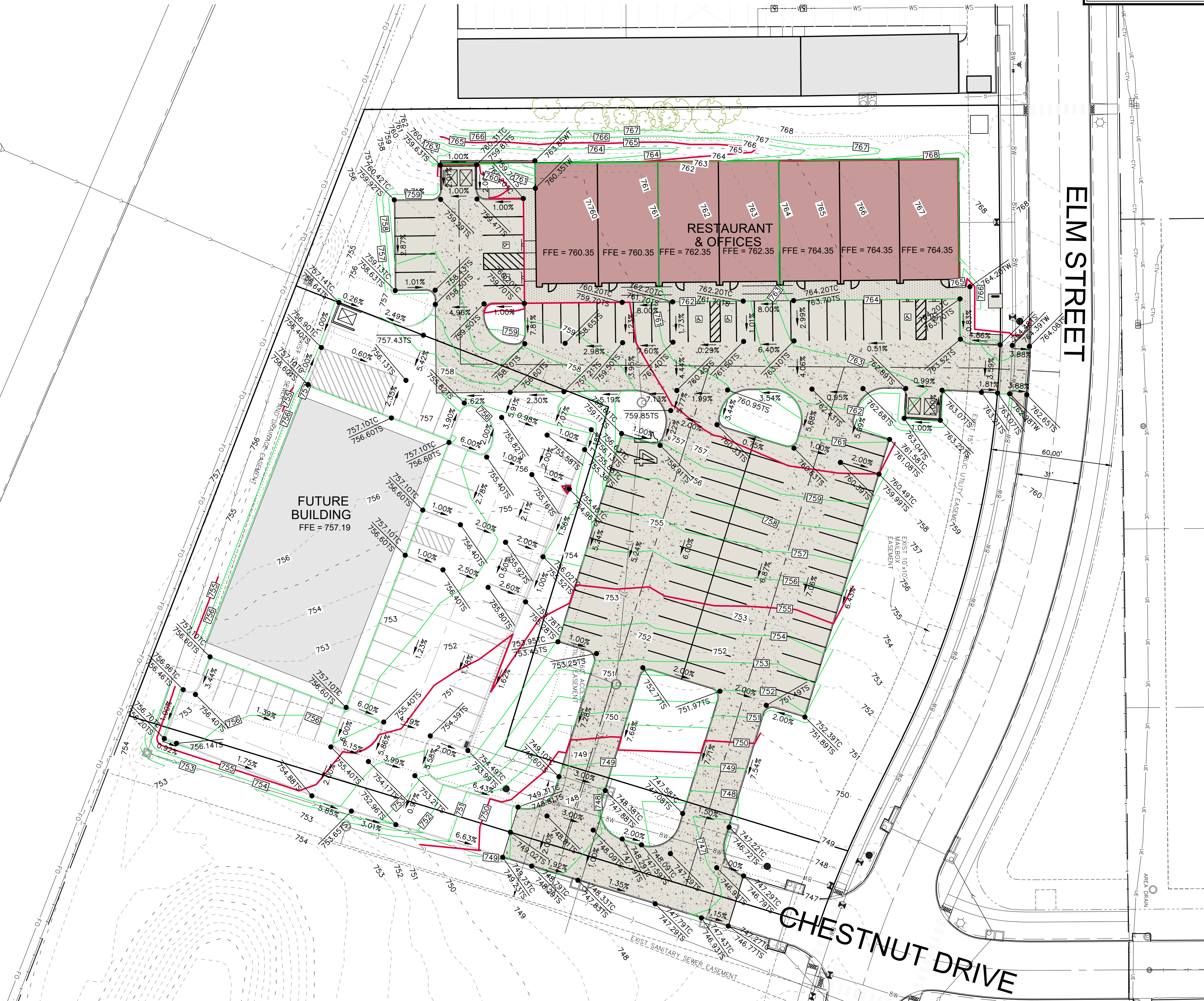


UTILITIES
THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL AT 811 OR 800/292-8989 NO LESS THAN 48 HRS. IN ADVANCE OF ANY DIGGING OR EXCAVATION.
WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

LOT 1 PARKSIDE HILLS SECOND ADDITION WEST BRANCH, IOWA



LOCATION MAP
NOT TO SCALE





CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

Date	Revision
05/09/22	PER CITY COMMENTS - MKF

UTILITY PLAN

STANDARD LEGEND AND NOTES

EXIST

PROP

PROPERTY &/or BOUNDARY LINES

CONGRESSIONAL SECTION LINES

RIGHT-OF-WAY LINES

EXISTING RIGHT-OF-WAY LINES

CENTER LINES

EXISTING CENTER LINES

LOT LINES, PLATTED OR BY DEED

PROPOSED EASEMENT LINES

EXISTING EASEMENT LINES

BENCHMARK

RECORDED DIMENSIONS

CURVE SEGMENT NUMBER

22-1

22-1

POWER POLE

POWER POLE W/DROP

POWER POLE W/TRANS

POWER POLE W/LIGHT

GUY POLE

LIGHT POLE

SANITARY MANHOLE

FIRE HYDRANT

WATER VALVE

DRAINAGE MANHOLE

CURB INLET

FENCE LINE

EXISTING SANITARY SEWER

PROPOSED SANITARY SEWER

EXISTING STORM SEWER

PROPOSED STORM SEWER

WATER LINES

ELECTRICAL LINES

TELEPHONE LINES

GAS LINES

CONTOUR LINES (1' INTERVAL)

PROPOSED GROUND

EXISTING TREE LINE

EXISTING DECIDUOUS TREE & SHRUB

EXISTING EVERGREEN TREES & SHRUBS

THE ACTUAL SIZE AND LOCATION OF ALL PROPOSED FACILITIES SHALL BE VERIFIED WITH CONSTRUCTION DOCUMENTS, WHICH ARE TO BE PREPARED AND SUBMITTED SUBSEQUENT TO THE APPROVAL OF THIS DOCUMENT.

SITE PLAN

LOT 1 PARKSIDE HILLS SECOND ADDITION

WEST BRANCH, IOWA

PLAT PREPARED BY:
MMS CONSULTANTS INC.
1917 S. GILBERT STREET
IOWA CITY, IA 52240

OWNER/SUBDIVIDER:
ADVANTAGE DEVELOPMENT INC.
760 LIBERTY WAY
NORTH LIBERTY, IA 52317

SUBDIVIDERS ATTORNEY:
MATTHEW J. ADAM
1150 5TH STREET, SUITE 170
CORALVILLE, IA 52241

SHEET INDEX
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L100 LANDSCAPE PLAN
C500 GENERAL NOTES & DETAILS

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LOT 1 PARKSIDE HILLS SECOND ADDITION
WEST BRANCH, IOWA

LOCATION MAP
NOT TO SCALE

LOT 1 PARKSIDE HILLS
SECOND ADDITION

WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.	
Date:	05/02/2022
Designed by:	RLA
Drawn by:	MKF
Checked by:	RLA
Project No:	6992-381
Field Book No:	
Scale:	1"=30'
Sheet No:	C160



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LANDSCAPE PLAN

LOT 1 PARKSIDE HILLS SECOND ADDITION

WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.	
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Scale:	1"=30'
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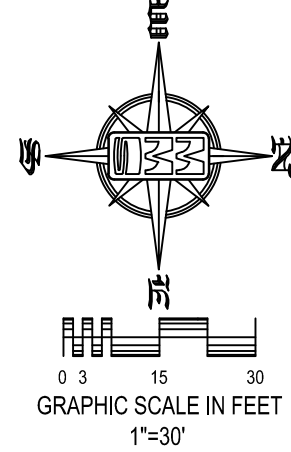
LOT 1 PARKSIDE HILLS SECOND ADDITION WEST BRANCH, IOWA

PLAT PREPARED BY:
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IOWA ONE CALL

STANDARD LEGEND AND NOTES

- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
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- RECORDED DIMENSIONS
- CURVE SEGMENT NUMBER

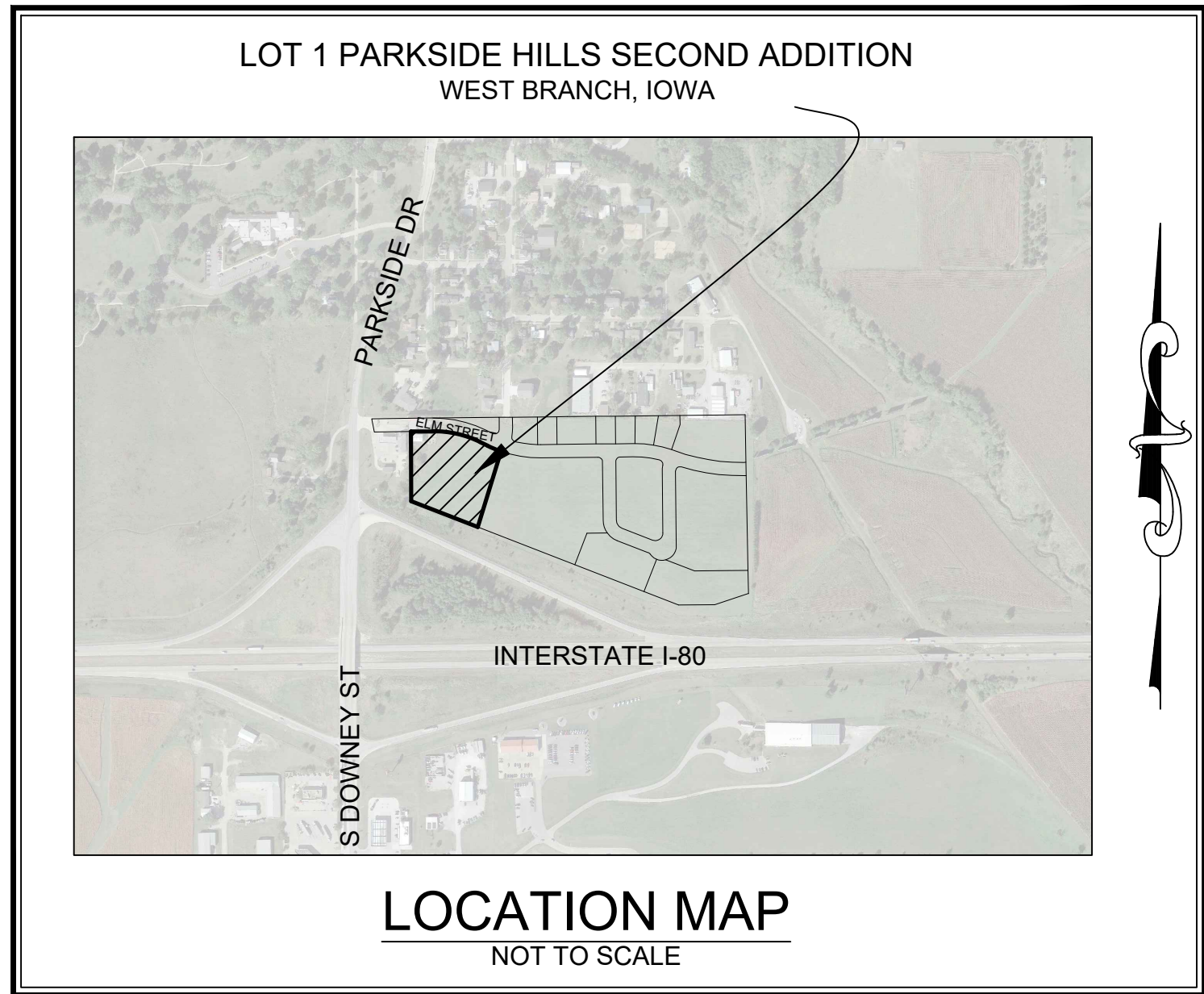
EXIST -

- POWER POLE
- POWER POLE W/DROP
- POWER POLE W/TRANS
- POWER POLE W/LIGHT
- GUY POLE
- LIGHT POLE
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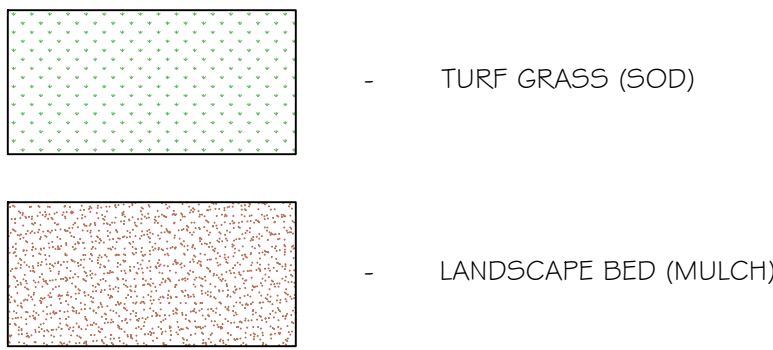
PROP -

- EXISTING TREE LINE
- EXISTING DECIDUOUS TREE & SHRUB
- EXISTING EVERGREEN TREES & SHRUBS

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LANDSCAPE LEGEND



LANDSCAPE REQUIREMENTS

OPEN SPACE:
MIN. 25% OPEN SPACE REQUIRED
- 84,273 X 0.25 = 21,068.25 SF

LANDSCAPING:
1 TREE PER 1,500 SF OF OPEN SPACE (40% 1.5" - 2" CAL.)
- 21,068.25 / 1,500 = 14 TREES REQUIRED

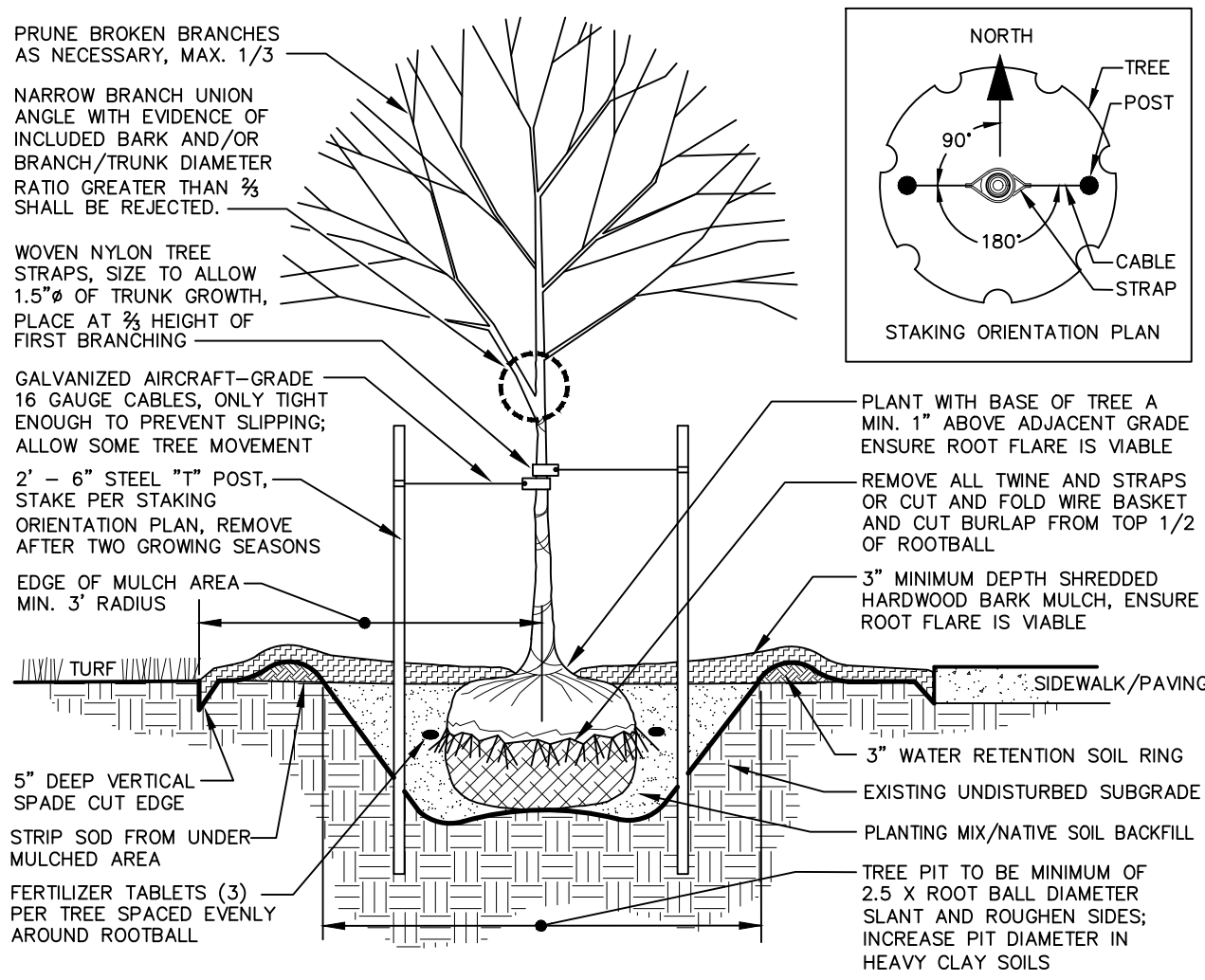
1 SHRUB PER 1,000 SF OF OPEN SPACE
- 21,068.25 / 1,000 = 21 SHRUBS REQUIRED

SCREENING:
PARKING AREAS SHALL BE EFFECTIVELY SCREENED FROM GENERAL PUBLIC VIEW AND CONTAIN SHADE TREES WITHIN PARKING ISLANDS WHERE MULTIPLE AISLES OF PARKING EXIST.

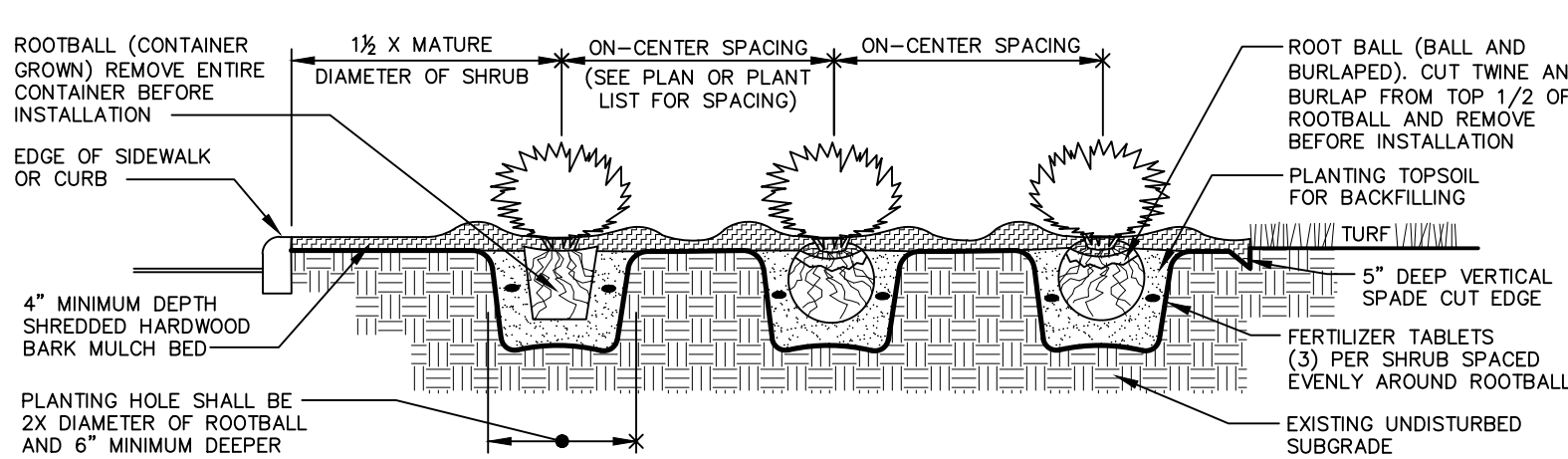
PLANT SCHEDULE

SHADE TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	COMMENT	MATURE H. X W.
	GB	3	Ginkgo biloba 'Autumn Gold' TM	Autumn Gold Ginkgo Tree	2" Cal.	B#B	40' x 25'
	GH	3	Gleditsia tricanthos inermis 'Harve' TM	Northern Acclaim Honey Locust	2" Cal.	B#B	40' x 30'
	LT	4	Liriodendron tulipifera	Tulip Poplar	2" Cal.	B#B	60' x 30'
	QR	4	Quercus rubra	Red Oak	2" Cal.	B#B	50' x 50'
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	COMMENT	MATURE H. X W.
	CS	27	Cornus sencea 'Bailadeline' TM	Firedance Red Twig Dogwood	24" Ht.	Container	4' x 5'
	VT	6	Viburnum trilobum 'Bailey Compact'	Bailey's Compact American Cranberry Bush	24" Ht.	Container	6' x 5'
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	COMMENT	MATURE H. X W.
	JC	21	Juniperus chinensis 'Sea Green'	Sea Green Juniper	24" Ht.	Container	4' x 6'
	TO	39	Thuja occidentalis 'BaiJohn' TM	Technito Globe Arborvitae	24" Ht.	Container	6' x 2.5'

TYPICAL TREE PLANTING DETAIL
N.T.S.



SHRUB PLANTING DETAIL (DECIDUOUS AND EVERGREEN)
N.T.S.





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GENERAL NOTES
AND DETAILS

LOT 1 PARKSIDE HILLS
SECOND ADDITION

WEST BRANCH
CEDAR COUNTY
IOWA

MMS CONSULTANTS, INC.

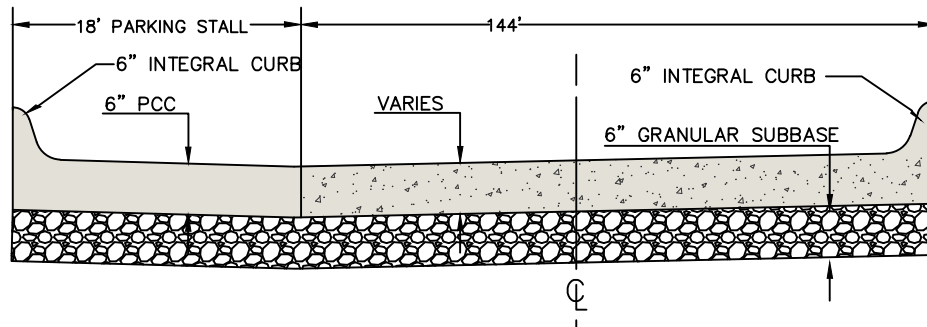
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Project No:	

C500

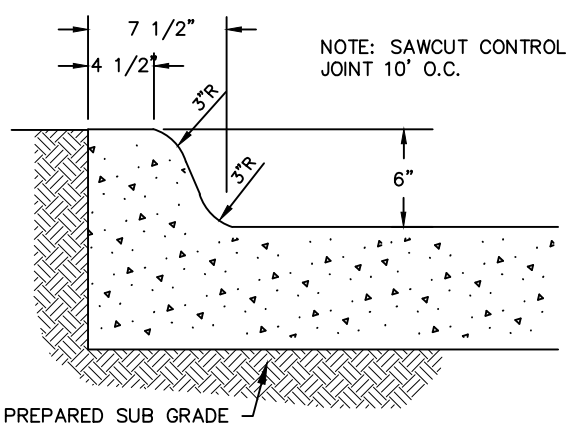
6992-381

SHEET INDEX
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L100 LANDSCAPE PLAN
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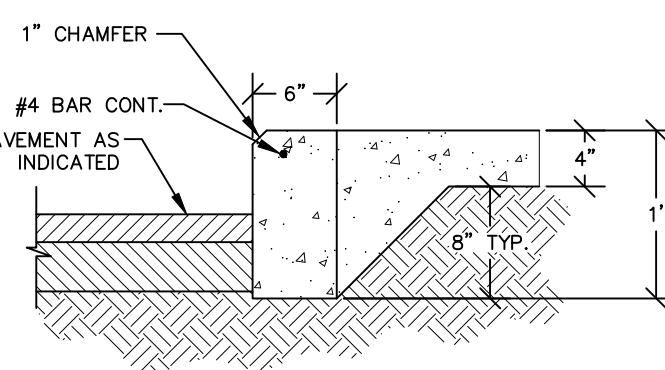
TYPICAL DRIVE/PARKING SECTION
N.T.S.



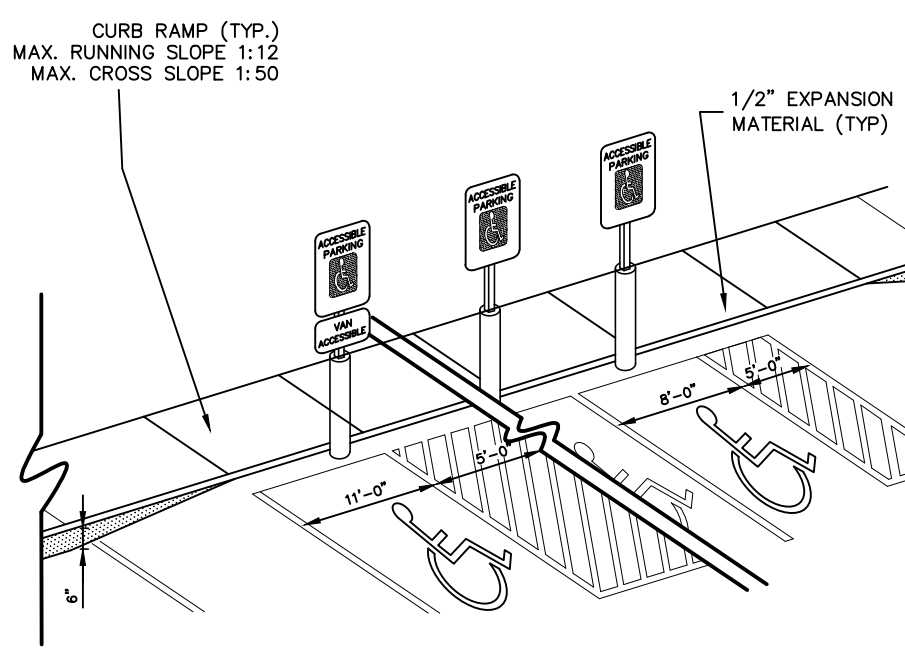
6" STANDARD CURB DETAIL
N.T.S.



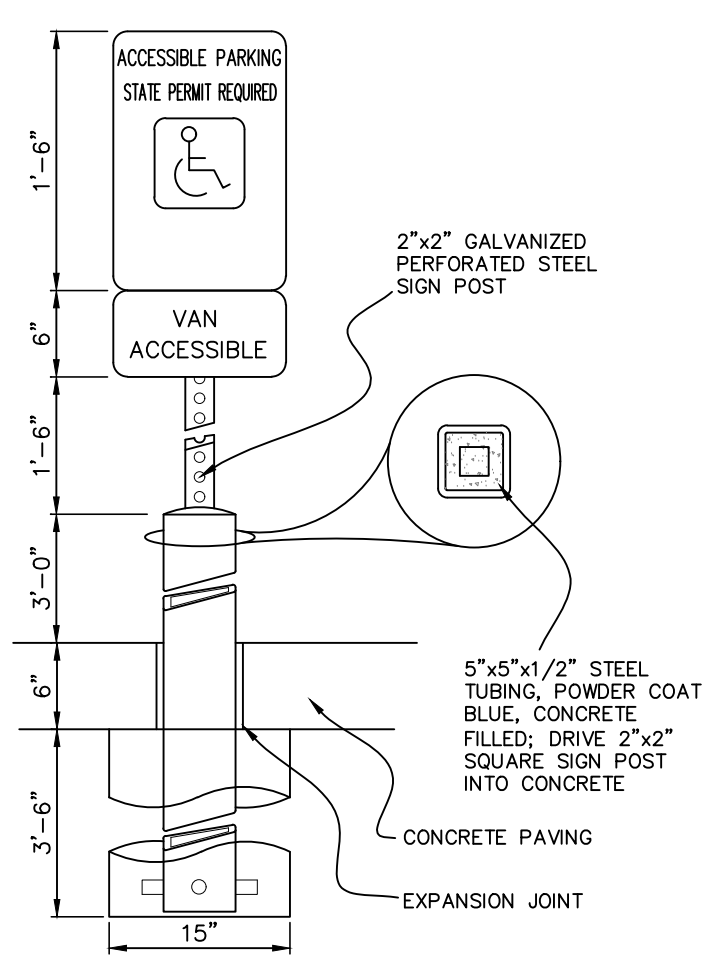
SIDEWALK THICKENED EDGE
N.T.S.



ACCESSIBLE PARKING DETAIL
N.T.S.



ACCESSIBLE SIGN DETAIL
N.T.S.



STORM SEWER NOTES

- 1) STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD DETAILED SPECIFICATIONS AND DETAILED SPECIFICATION REQUIREMENTS PREPARED FOR THIS PROJECT. CITY OF WEST BRANCH DESIGN AND CONSTRUCTION STANDARDS AND PROCEDURES SHALL PREVAIL.
- 2) ALL STORM SEWERS SHALL BE CLASS 3 RCP UNLESS NOTED OTHERWISE IN THE PLANS.
- 3) AT PLACES WHERE A FLARED END SECTION IS REQUIRED, PIPE LENGTH INCLUDES THE FLARED END. THE LAST TWO JOINTS ARE TO BE TIED WHERE FLARED END SECTIONS ARE REQUIRED.
- 4) ALL RCP STORM SEWERS SHALL BE PROVIDED WITH CLASS "C" BEDDING, UNLESS NOTED OTHERWISE. PVC SEWERS SHALL BE PROVIDED WITH CRUSHED STONE ENCASEMENT.
- 5) STORM SEWERS SHADED ON THE PROFILE VIEW SHALL BE BACKFILLED WITH EITHER OF THE FOLLOWING COMPACTED TO 90% MODIFIED PROCTOR DENSITY:
A. SUITABLE EXCAVATED MATERIAL. IF EXCAVATED MATERIAL IS NOT SUITABLE, THEN B. CRUSHED STONE AS SPECIFIED FOR GRANULAR TRENCH BACKFILL SHALL BE USED.
- 6) GRANULAR TRENCH BACKFILL SHALL BE CRUSHED STONE CONFORMING TO I.D.O.T. STANDARD SPECIFICATION 4120.04 WITH 1" MAXIMUM AGGREGATE SIZE. COMPACT TO 90% MODIFIED PROCTOR DENSITY.
- 7) ALL STORM INTAKES SHALL HAVE CONFINED "O" RING GASKETS. STORM SEWERS 36" AND SMALLER SHALL HAVE BELL AND SPIGOT JOINTS. STORM SEWERS LARGER THAN 36" MAY HAVE TONGUE AND GROOVE JOINTS. NO MASTIC JOINTS ALLOWED.
- 8) ALL PIPE SHALL BE CERTIFIED.
- 9) ALL STORM INTAKES SHALL BE A MINIMUM OF 48 INCHES FROM TOP OF CURB/RIM TO SUBGRADE. IF INVERT ELEVATIONS ARE INSUFFICIENT TO PROVIDE THIS REQUIRED DEPTH, THE CONTRACTOR TO PROVIDE DEEPER STRUCTURE AND POUR CONCRETE FILLET IN INTAKE TO MAKE INTAKE PIPES DRAIN AT INVERT ELEVATIONS LISTED.
- 10) LIFT HOLES IN STORM SEWER WILL NOT BE ALLOWED.
- 11) PROVIDE CONCRETE FILLETS IN ALL NEW & EXISTING DRAINAGE STRUCTURES PER REFERENCED DETAILS.

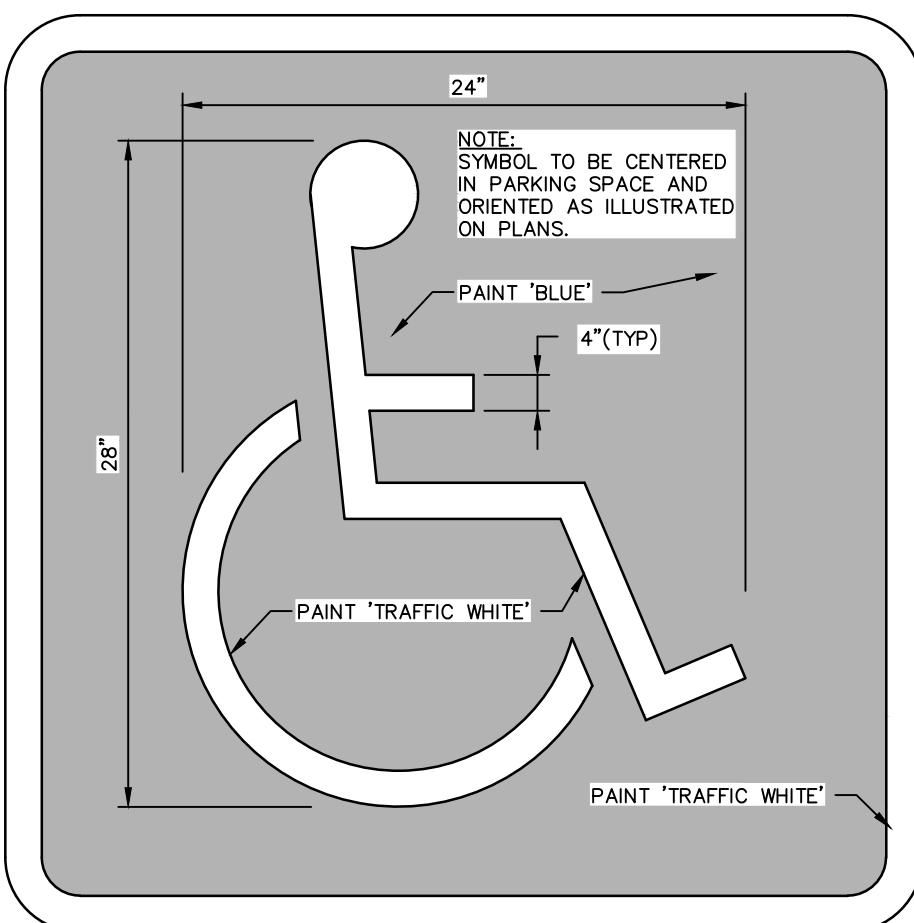
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- NOTES:
1. PIPE SHALL BE PLACED ON CRUSHED STONE MATERIAL.
 2. BELL HOLES SHALL BE HAND SHAPED SO THAT ONLY PIPE BARREL RECEIVES BEARING PRESSURE.
 3. PLACE BEDDING TO ENSURE THAT THERE ARE NO VOIDS UNDER OR ALONGSIDE THE LENGTH OF PIPE.
 4. BACKFILL SHALL BE HAND TAMPED UP TO 12" ABOVE TOP OF PIPE.
 5. SEE TABLE FOR ALLOWABLE TRENCH WIDTH Bd.

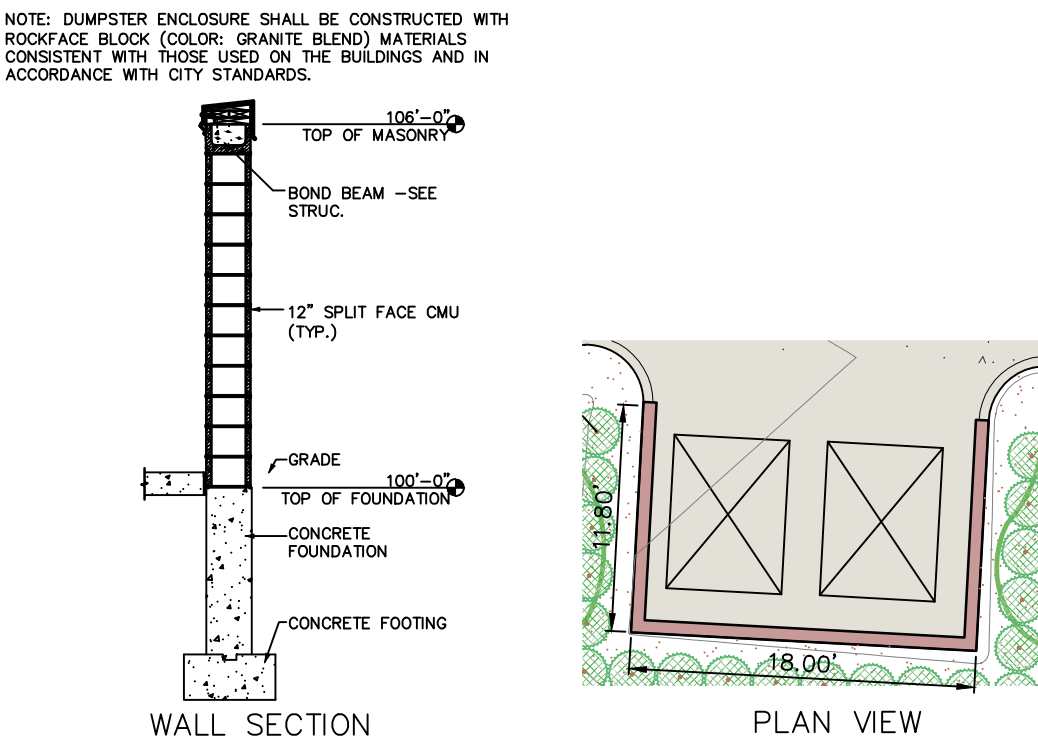
ID INCHES	Bd FEET & INCHES
12	2-3
15	2-9
18	3-0
21	3-3
24	3-6
27	4-0
30	4-3
36	4-9
42	5-6
48	6-3

ACCESSIBLE PARKING SYMBOL
N.T.S.

IOWA STANDARD ROAD PLAN
DETAIL: PM-111 "WPSB"



TRASH ENCLOSURE DETAIL
N.T.S.



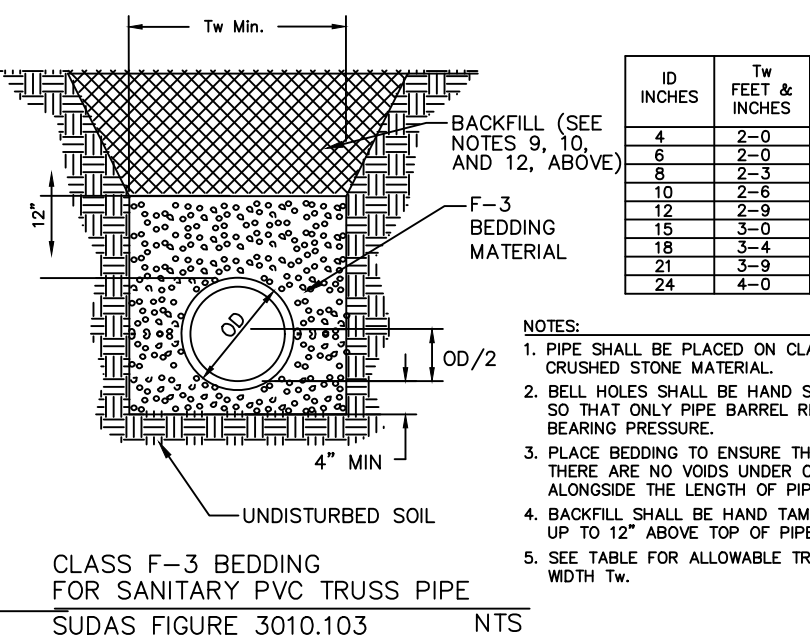
SANITARY SEWER AND WATERMAIN NOTES

- 1) SANITARY SEWER & WATER MAIN CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) SPECIFICATIONS (2018) AS AMENDED.
- 2) SANITARY SEWERS SHALL BE PVC TRUSS PIPE (SUDAS 4010.2.01E), CONTECH A-2000, OR CITY ENGINEER APPROVED EQUAL, AS NOTED ON THE PLANS. SANITARY SEWER SERVICE LINES SHALL BE PVC SDR-23.5 WITH GASKETED JOINTS.
- 3) WATER MAINS SHALL BE DIP CLASS 52 WITH NITRILE GASKETS.
- 4) CONTRACTOR TO PROVIDE FERNOCO STRONG BACK RC 1000 SERIES COUPLINGS FOR DISSIMILAR PIPE CONNECTIONS.
- 5) GRANULAR TRENCH BACKFILL SHALL BE CRUSHED STONE CONFORMING TO I.D.O.T. STANDARD SPECIFICATION 4120.04 WITH 1" MAXIMUM AGGREGATE SIZE. COMPACT TO 90% MODIFIED PROCTOR DENSITY.
- 6) ALL SANITARY SEWERS SHADED ON THE PROFILE VIEW AND ALL SANITARY SEWERS AND WATER MAINS UNDER PAVING OR WITHIN PAVING AREAS OR AREAS SUBJECT TO WATER FLOODATION SHALL BE BACKFILLED WITH EITHER OF THE FOLLOWING COMPACTED TO 90% MODIFIED PROCTOR DENSITY:
A. SUITABLE EXCAVATED MATERIAL. IF EXCAVATED MATERIAL IS NOT SUITABLE, THEN B. CRUSHED STONE AS SPECIFIED FOR GRANULAR TRENCH BACKFILL.
- 7) ALL SANITARY SEWER SERVICE LINES CROSSING STREET RIGHT-OF-WAY SHALL BE BACKFILLED IN ACCORDANCE WITH THE PRECEDING NOTE.
- 8) CONTRACTOR SHALL PROVIDE SUDAS CLASS F-3 BEDDING FOR ALL PVC TRUSS SANITARY SEWERS UNLESS OTHERWISE NOTED.
- 9) ENTRY INTO EXISTING CITY MANHOLE TO BE BY CORE DRILL AND SEAL BY "LINK-SEAL" PENETRATION SEAL OR CITY ENGINEER APPROVED EQUAL.
- 10) ALL MANHOLES TO BE TURNED OVER TO CITY SHALL:
1) WILL NOT SHOW STEPS.
2) WILL HAVE EXTERNAL CHIMNEY SEAL BY INFISHIELD UNIBAND, CRETEX, OR APPROVED EQUAL.
3) WILL HAVE MANHOLE FRAME AND LID TO BE NEENAH R-1642 SELF-SEALING WITH CITY LOGO.
4) WILL HAVE RISERS RINGS OF CRETEX PRO-RING, AMERICAN HIGHWAY PRODUCTS RUBBER ADJUSTMENT RING OR STANDARD PCC. IF PCC RINGS ARE USED, SHIMS TO LEVEL MANHOLE FRAME MADE OF MATERIALS OTHER THAN PCC OR THE RING MATERIAL DISCUSSED ABOVE WILL NOT BE ALLOWED, IE: WOOD, BRICK, ROCKS, ETC.
5) WILL USE LINK-SEALS PENETRATION SEALS FOR PIPE PENETRATIONS.

- ALL SANITARY SEWER SERVICE LINES SHALL BE EXTENDED :
- 9) TO THE UTILITY EASEMENT LINE FOR THOSE LOCATIONS WHERE THE LOTS BEING SERVED ARE ON THE OPPOSITE SIDE OF THE STREET FROM THE SEWER MAIN.
 - 10) TO THE UTILITY EASEMENT LINE FOR THOSE LOCATIONS WHERE THE LOTS BEING SERVED ARE ADJACENT TO THE SEWER MAIN.
 - 11) THE END OF ALL SANITARY SEWER SERVICES MUST BE MARKED WITH A WOOD 2 x 4 PAINTED GREEN.
 - 12) ALL SANITARY SEWER MANHOLES IN PAVING AREAS OR AREAS SUBJECT TO WATER FLOODATION SHALL BE PROVIDED WITH CRETEX EXTERIOR CHIMNEY SEAL OR APPROVED EQUAL. ALL SANITARY MANHOLES IN PAVING SHALL HAVE 3-PIECE FLOATING CASTING.

AIR TESTING

- NOTE: CITY REPRESENTATIVE MUST BE PRESENT DURING TESTING.
- A. PERFORM FROM MANHOLE-TO-MANHOLE AFTER BACKFILL.
- B. PLACE PNEUMATIC PLUGS: (1) SEALING LENGTH: EQUAL TO OR GREATER THAN PIPE DIAMETER, (2) CAPABLE OF RESISTING INTERNAL TEST PRESSURE WITHOUT EXTERNAL BRACING OR BLOCKING.
- C. INTRODUCE LOW-PRESSURE AIR INTO SEALED LINE AND ACHIEVE INTERNAL AIR PRESSURE OF 5 PSI & MAINTAIN FOR A MINIMUM OF 5 MINUTES.
- D. LIMIT INTERNAL PRESSURE IN SEALED LINE BELOW 8 PSIG.
- E. ALLOW 2 MINUTES MINIMUM FOR AIR PRESSURE TO STABILIZE. DISCONNECT LOW-PRESSURE AIR HOSE FROM CONTROL PANEL.
- F. MINIMUM TIME FOR PRESSURE TO DROP FROM 3.5 TO 2.5 PSIG GREATER THAN MAXIMUM PRESSURE EXERTED BY GROUNDWATER ABOVE PIPE INVERT:
- | PIPE DIAMETER IN INCHES | TIME IN MINUTES |
|-------------------------|-----------------|
| 4 | 2.0 |
| 6 | 3.0 |
| 8 | 4.0 |
| 10 | 5.0 |
| 12 | 5.5 |
| 15 | 7.5 |
- G. IN AREAS WHERE GROUND WATER IS KNOWN TO EXIST, THE HEIGHT OF WATER ABOVE THE TOP OF THE PIPE BEING TESTED, IN FEET, SHALL BE DETERMINED AND THAT HEIGHT DIVIDED BY 2.3 TO ESTABLISH THE PRESSURE THAT WILL BE ADDED TO ALL READINGS ABOVE. ALTERNATIVELY, THE ENGINEER MAY ALLOW THE CONTRACTOR TO MEASURE INFILTRATION INTO THE SEWER BY USING A V-NOTCH WEIR OR OTHER SUITABLE DEVICE.
- H. LOCATE, REPAIR AND RETEST LEAKS.
- I. AIR TESTING SHALL BE CONSIDERED INCIDENTAL TO SANITARY SEWER CONSTRUCTION.
- ALL PVC TRUSS SEWERS SHALL HAVE A DEFLECTION TEST PERFORMED AS FOLLOWS:
A) DEFLECTION TEST SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS.
B) DEFLECTION TEST TO BE CONDUCTED USING A RIGID BALL OR MANDREL WITH A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. NO MECHANICAL PULLING DEVICES ALLOWED.
C) NO PIPE SHALL EXCEED A DEFLECTION OF 5%.



THE FOLLOWING MINIMUM CLEARANCES MUST BE MAINTAINED :

- 14) WATER MAIN SHALL BE LOCATED 10 FEET HORIZONTALLY DISTANT FROM ALL SANITARY SEWER AND STORM SEWER.
- 15) WATER MAIN SHALL NOT PASS THROUGH NOR CONTACT A SEWER OR A SEWER MANHOLE. A MINIMUM HORIZONTAL SEPARATION OF 3 FEET SHALL BE MAINTAINED.
- 16) VERTICAL SEPARATION OF WATER MAINS CROSSING OVER ANY SANITARY SEWER SHOULD BE A MINIMUM OF 18-INCHES, MEASURED OUTSIDE TO OUTSIDE FROM THE CLOSEST EDGE OF EACH PIPE. IF PHYSICAL CONDITIONS PROHIBIT THIS SEPARATION, THE WATER MAIN SHALL NOT BE PLACED CLOSER THAN 6-INCHES ABOVE A SEWER OR 18-INCHES BELOW A SEWER. THE SEPARATION DISTANCE SHALL BE THE MAXIMUM FEASIBLE IN ALL CASES.
- 17) WHERE THE WATER MAIN CROSSES SEWER, ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM THE SEWER. THE WATER AND SEWER PIPES MUST BE ADEQUATELY SUPPORTED AND HAVE WATER TIGHT JOINTS. A LOW PERMEABILITY SOIL SHALL BE USED FOR BACKFILL MATERIAL WITHIN 10-FEET OF THE POINT OF CROSSING.
- 18) NOMINAL DEPTH OF WATER MAIN = 5.5 FEET TO TOP OF PIPE.
- 19) EXISTING OR PROPOSED VALVE BOXES THAT FALL WITHIN PAVEMENT MUST HAVE A SLIP-TYPE VALVE BOX.
- 20) THE ENTIRE WATERMAIN SYSTEM, INCLUDING SERVICES TAPS IF APPLICABLE, SHALL BE PRESSURE TESTED PER AWWA C600. THE TEST SHALL BE PERFORMED AT A MINIMUM OF 150 psi FOR 2 HOURS WITH A MAXIMUM LOSS OF 5 psi.
- 21) WATER MAINS SHALL BE DISINFECTED IN ACCORDANCE WITH SPECIFICATIONS.
- 22) FIRE HYDRANTS SHALL BE MUELLER SUPER CENTURIAN 250 OR APPROVED CITY EQUAL THAT OPEN RIGHT.
- 23) BED WATER MAIN ON NATIVE MATERIAL, DIG IN BELLS, AND BACKFILL WITH SUITABLE MATERIAL.
- 24) ALL CONCRETE SANITARY MANHOLES SHALL HAVE CONSHIELD ANTI-MICROBIALADDITIVE INCORPORATED IN THE CONCRETE MIX.

WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS, OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THOSE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THAT THERE MAY BE OTHER FACILITIES IN THE CONSTRUCTION AREA, THE EXISTENCE OF WHICH IS NOT PRESENTLY KNOWN OR SHOWN HEREON. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION, AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

RESOLUTION 2022-60

**RESOLUTION APPROVING THE (REVISED) SITE PLAN FOR PROGRESSIVE
REHAB ASSOCIATES (DAWSON PLAZA), LOT 1 OF THE MEADOWS PART 4A,
WEST BRANCH, IOWA.**

WHEREAS, Progressive Physical Therapy PLLC. (“Progressive”), is the owner of Lot 1 of The Meadows Part 4A, West Branch, Iowa (the “Property”); and

WHEREAS, Progressive Rehab Associates has submitted a proposed Site Plan for the Property for commercial use; and

WHEREAS, the City Engineer and Planning and Zoning Commission has reviewed said Site Plan and recommended approval of the same; and

WHEREAS, said Site Plan complies with the requirements of Chapter 167 of the Code of Ordinances of the City of West Branch.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the site plan for Progressive Rehab Associates (Dawson Plaza), Lot 1 of The Meadows Part 4A, West Branch, Iowa, is hereby approved.

Passed and approved this 6th day of June, 2022.

Roger Laughlin, Mayor

ATTEST:

Leslie Brick, City Clerk



City of West Branch
110 N. Poplar Street
West Branch, IA 52358

SITE PLAN REVIEW CHECKLIST

Project Name	<u>Progressive Rehab</u>
Engineer	<u>Axiom Consultants</u>
Reviewer	<u>Dave Schechinger</u>
Reviewed Date	<u>5/16/2022</u>

1. SITE PLAN ☒

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

2. DESIGN STANDARDS ☒

- A. The design of the proposed improvements shall make adequate provisions for surface and subsurface drainage, for connections to water and sanitary sewer lines, each so designed as to neither overload existing public utility lines nor increase the danger of erosion, flooding, landslide, or other endangerment of adjoining or surrounding property
- B. The proposed improvements shall be designed and located within the property in such manner as not to unduly diminish or impair the use and enjoyment of adjoining property and to this end shall minimize the adverse effects on such adjoining property from automobile headlights, illumination of required perimeter yards, refuse containers, and impairment of light and air.
- C. The proposed development shall have such entrances and exits upon adjacent streets and such internal traffic circulation pattern as will not unduly increase congestion on adjacent or surrounding public streets
- D. The proposed development shall conform to all applicable provisions of the Code of Iowa, as amended, Iowa Statewide Urban Design and Specifications (SUDAS), Iowa Stormwater Management Manual and all applicable provisions of the Code of Ordinances of the City of West Branch, as amended

Veenstra & Kimm, Inc.
860 22nd Avenue, Suite 4
Coralville, Iowa 52241
319-466-1000



City of West Branch
110 N. Poplar Street
West Branch, IA 52358

SITE PLAN:

1. Prepared by a licensed Engineer or Land Surveyor ☒ YES ☐ NO
2. Date of preparation, North point and scale no smaller than 1"=100'.
Comments: ☒ YES ☐ NO
3. Legal description and address of the property to be developed.
Comments: ☒ YES ☐ NO
4. Name and address of the record property owner, the applicant, and the person or firm preparing the site plan
Comments: ☒ YES ☐ NO
5. The existing topography with a maximum of two (2) foot contour intervals. Where existing ground is on a slope of less than two percent (2%), either one (1) foot contours or spot elevations where necessary but not more than fifty (50) feet apart in both directions, shall be indicated on site plan.
Comments: ☒ YES ☐ NO
6. Existing and proposed utility lines and easements in accordance with Iowa Statewide Urban Design and Specifications (SUDAS) and City of West Branch Subdivision Regulations.
Comments: ☒ YES ☐ NO
7. Structure Information:
 - a. Total number and type of dwelling units proposed ☒ YES ☐ NO
 - b. Proposed uses for all buildings ☒ YES ☐ NO
 - c. Total floor area of each building ☒ YES ☐ NO
 - d. Estimated number of employees for each proposed use where applicable ☐ YES ☐ NO
 - e. Any other information, including peak demand, which may be necessary to determine the number of off-street parking spaces and loading spaces. ☒ YES ☐ NO
8. Location, shape, and all exterior elevation views of all proposed buildings, for the purpose of understanding the structures and building materials to be used, the location of windows, doors, overhangs, projection height, etc. and the grade relationship to floor elevation, and the number of stories of each existing building to be retained and of each proposed building. ☒ YES ☐ NO
9. Property lines and all required yard setbacks. ☒ YES ☐ NO
10. Location, grade and dimensions of all existing and proposed paved surfaces and all abutting streets. ☒ YES ☐ NO

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11. Complete traffic circulation and parking plan, showing the location and dimensions of all existing and proposed parking stalls, loading areas, entrance and exit drives, sidewalks, dividers, planters, and other similar permanent improvements. ☒ YES ☐ NO
12. Location and type of existing or proposed signs and of any existing or proposed lighting on the property which illuminates any part of any required yard. ☒ YES ☐ NO
13. Location of existing trees six (6) inches or larger in diameter, landslide areas, springs and streams and other bodies of water, and any area subject to flooding by a one hundred (100) year storm on site and downstream off site. ☐ YES ☐ NO
14. Location, amount and type of any proposed landscaping. Location of proposed plantings, fences, walls, or other screening as required by the zoning regulations and the design standards set forth in Section 173.03. ☒ YES ☐ NO
15. A vicinity map at a scale of 1" = 500' or larger, showing the general location of the property, and the adjoining land uses and zoning. ☒ YES ☐ NO
16. Soil tests and similar information, if deemed necessary by the City Engineer, to determine the feasibility of the proposed development in relation to the design standards set forth in Section 173.03. N/A ☐ YES ☐ NO
17. Where possible ownership or boundary problems exist, as determined by the Zoning Administrator, a property survey by a licensed land surveyor may be required. N/A ☐ YES ☐ NO
18. Stormwater Pollution Prevention Plan. ☒ YES ☐ NO
19. Stormwater Management Plan. ☒ YES ☐ NO
20. Pre-Application Conference. ☒ YES ☐ NO
21. Provide 25% of open space
 - a. Said open space shall be unencumbered with any structure, or off-street parking or roadways and drives, and shall be landscaped and maintained with grass, trees and shrubbery. ☒ YES ☐ NO
 - b. Each principal structure of an apartment or office complex on same site shall be separated from any other principal structure in the complex by an open space of not less than sixteen (16) feet. ☒ YES ☐ NO
22. Landscaping Requirements
 - a. Minimum requirements at the time of planting - Two (2) trees minimum or one (1) tree of the following size per 1,500 square feet of open space, whichever is greater: 40 Percent 1½" - 2" caliper diameter. Balance 1" - 1½" caliper diameter. (Evergreen trees shall not be less than three (3) feet in height.) ☒ YES ☐ NO
 - b. Minimum requirements at the time of planting - 6 shrubs, or 1 shrub per 1,000 square feet of open space, whichever is greater. ☒ YES ☐ NO

23. Buffer Required

- a. Any other zoning district, other than an Agricultural A-1 District, that abuts any residential district shall require a buffer as described in this section. The buffer shall be provided by the non-residential use when adjoining a residential district. ☐ YES ☐ NO
- b. All Industrial Districts that abut any other district shall provide a buffer as required by this section. N/A
☐ YES ☐ NO
- c. Any storage area, garbage storage, junk storage or loading docks, and loading areas, in any District shall be screened from public street view by a buffer ☒ YES ☐ NO

24. Buffers

- a. Buffer Wall: A buffer wall shall not be less than six (6) feet in height; constructed of a permanent low maintenance material such as concrete block, cinder block, brick, concrete, precast concrete or tile block; the permanent low-maintenance wall shall be designed by an architect or engineer for both structural adequacy and aesthetic quality. ☐ YES ☐ NO
- b. **Landscape Buffer:** A landscape buffer shall not be less than twenty-five (25) feet in width, designed and landscaped with earth berm and predominant plantings of evergreen type trees, shrubs and plants so as to assure year around effectiveness. ☐ YES ☐ NO

25. Surfacing Requirements.

- a. All off-street parking and loading areas and access roadways shall have a durable and dustless surface paved with asphaltic or Portland cement concrete pavement or pervious pavement. Off-street parking of automobiles, vans, campers, trucks, trailers, tractors, recreational vehicles, boats, construction equipment, and any other mobile vehicles shall be on an asphaltic or Portland cement concrete paved off-street parking area and not parked or stored within the landscaped open space area of the front yard. All off-street parking areas and associated driveways, access roadways and frontage roads, except driveways for single family residences, shall be constructed with permanent, integrally attached 6" high curbing or curbing of alternate height. ☒ YES ☐ NO
- b. Portland Cement Concrete shall have a minimum thickness of five (5) inches. ☒ YES ☐ NO
- c. Asphaltic Cement Concrete shall have a minimum thickness of six (6) inches. ☐ YES ☐ NO N/A
- d. Material utilized in the subgrade shall be well drained and not susceptible to frost boils. Driveways for attached townhouse style residences shall be Portland cement concrete or asphaltic concrete with minimum thickness of five (5) inches and six (6) inches, with well-drained subgrade base and not greater than eighteen (18) feet in width. ☒ YES ☐ NO

26. Landscaping, Screening and Open Space Requirements.

- a. All parking areas be aesthetically improved to reduce obtrusive characteristics that are inherent to their use. ☒ YES ☐ NO
- b. Parking areas shall be effectively screened from general public view and contain shade trees within parking islands where multiple aisles of parking exist. Not less than five (5) percent of the interior parking area shall be landscaped within parking islands. ☒ YES ☐ NO

27. Off-Street Parking Access to Public Streets and Internal Traffic Circulation.

- a. forward movement of the vehicle. ☒ YES ☐ NO
- b. Driveway approach returns shall not extend beyond the side lot line as extended. ☒ YES ☐ NO
- c. The number of ingress/egress access points to public streets from offstreet parking areas located to limit vehicular conflicts, preserve proper traffic safety. ☒ YES ☐ NO

28. Handicap Accessible Parking Requirements - comply with the parking space minimum requirements.

☒ YES ☐ NO

29. Traffic Analysis Requirements. Any project which contains 100 dwelling units or 1,000 average day trips.

☐ YES ☐ NO N/A

30. Architectural Standards - architectural plans for buildings shall be submitted for review and approval.

☒ YES ☐ NO

DRAWINGS FOR PROPOSED IMPROVEMENTS
PROGRESSIVE REHAB
SITE PLAN
IN THE CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

LEGAL DESCRIPTION

THE MEADOWS SUBDIVISION PART 4A LOT 1.

NOTE:
THE PROPOSED IMPROVEMENTS INCLUDED IN THESE DRAWINGS HAVE BEEN DESIGNED IN ACCORDANCE WITH CITY OF WEST BRANCH REQUIREMENTS AND THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), LATEST ADDITION, UNLESS NOTED OTHERWISE ON THE PLANS.

THE FOLLOWING DESIGN EXCEPTIONS ARE REQUIRED:
N/A

SITE INFORMATION

PURPOSE OF DEVELOPMENT
PROPOSED PROGRESSIVE REHAB FACILITY

ZONING INFORMATION

CURRENT ZONING RB-1 (RESIDENCE/BUSINESS DISTRICT)

MINIMUM LOT REQUIREMENTS

FRONT YARD SETBACK 25 FEET
REAR YARD SETBACK 25 FEET, EXCEPT WHERE A COURT YARD OF EQUAL SQUARE FOOTAGE TO THAT PART OF THE REAR YARD REPLACED IS SUBSTITUTED, IN WHICH CASE THE STRUCTURE MAY BE NO CLOSER THAN 8 FEET FROM THE REAR LOT LINE WHERE THE LOT ABUTS A LOWER OR LESS RESTRICTIVE ZONING CLASSIFICATION ONLY.
SIDE YARD SETBACK NONE REQUIRED EXCEPT ADJOINING AN "R" DISTRICT, IN WHICH CASE NOT LESS THAN 10 FEET

SITE CHARACTERISTICS

TOTAL LOT SIZE 14,331 SF 0.33 AC

EXISTING:
BUILDING AREA: 0 SF (0.00 AC) 0.0%
PAVEMENT AREA: 0 SF (0.00 AC) 0.0%
OPEN SPACE: 14,375 SF (0.33 AC) 100.0%
PRE-DEVELOPMENT IMPERVIOUS AREA: 0.0% (0.00 AC)

DEVELOPED:
BUILDING AREA: 2,224 SF (0.05 AC) 15.5%
PAVEMENT AREA: 7,495 SF (0.17 AC) 52.1%
OPEN SPACE: 4,656 SF (0.11 AC) 32.4%
POST DEVELOPMENT IMPERVIOUS AREA: 67.6% (0.22 AC)

PARKING REQUIREMENTS

REQUIRED PARKING = 3 STALLS PLUS 1 PER 400 SF OF BUILDING AREA OVER 1000 SF

TOTAL REQUIRED STALLS = 6 STALLS
TOTAL REQUIRED ADA STALLS = 1 ADA STALLS

PROPOSED PARKING
10 - STALLS PROVIDED (TOTAL)
1 - ACCESSIBLE STALLS

CITY OF WEST BRANCH, IOWA

APPLICANT INFORMATION

OWNER/APPLICANT :
SCOTT THOMA
PROGRESSIVE REHAB ASSOCIATES
1130 SCOTT BOULEVARD
IOWA CITY, IA 52240

DEVELOPER'S ATTORNEY:
TIMM KRUMM
MEARDON, SUEPPEL, AND DOWNER P.L.C.
122 S LINN STREET
IOWA CITY, IA 52240

PROJECT INFORMATION

SCOPE OF WORK:
PROPOSED PROGRESSIVE REHAB AND FITNESS CENTER.

CONTACT PERSON:
BRIAN BOELK
AXIOM CONSULTANTS, LLC
60 E. COURT STREET, UNIT 3
IOWA CITY, IOWA 52240-3833
PHONE: 319-519-6220
EMAIL: BBOELK@AXIOM-CON.COM

UTILITY CONTACTS

ALLIANT ENERGY
CONTACT NAME : ALLIANT ENERGY FIELD ENGINEER
CONTACT PHONE: 800-255-4268
CONTACT EMAIL: LOCATE_IPL@ALLIANTENERGY.COM

CITY OF WEST BRANCH
CONTACT NAME : MATT GOODALE
CONTACT PHONE: 319-643-588
CONTACT EMAIL: WBCITY@NETINS.NET

LINN COUNTY REC
CONTACT NAME : JOHNA NUNEMAKER
CONTACT PHONE: 319-377-1587
CONTACT EMAIL: NUNEMAKER@LINCOUNTYREC.COM

PEMBINA COCHIN LLC
CONTACT NAME : LARRY RAIMANN
CONTACT PHONE: 641-228-3021
CONTACT EMAIL: LRAIMANN@PEMBINA.COM

MEDIACOM
CONTACT NAME : CARL NORTON
CONTACT PHONE: 319-594-6201
CONTACT EMAIL: CNORTON@MEDIACOMC.COM

WINDSTREAM COMMUNICATIONS
CONTACT NAME : LOCATE DESK
CONTACT PHONE: 800-289-1901
CONTACT EMAIL: LOCATE.DESK@WINDSTREAM.COM

LIBERTY COMMUNICATIONS
CONTACT NAME : JERRY MELICK
CONTACT PHONE: 319-627-2145
CONTACT EMAIL: LIBERTY@CORP.LCOM.NET

ENTERPRISE PRODUCTS OPERATING
CONTACT NAME : MIKE MCCLAUGHLIN
CONTACT PHONE: 281-615-1827
CONTACT EMAIL: MMCLAUGHLIN@EPROD.COM

CITY APPROVAL

BY: _____ DATE: _____

LICENSED PROFESSIONAL ENGINEER
BRIAN A. BOELK
16503
IOWA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: _____ DATE: _____
BRIAN A. BOELK, P.E.
LICENSE NUMBER 16503.
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022.
PAGES OR SHEETS COVERED BY THIS SEAL: ALL

	SHEET INDEX	
C0.00	COVER SHEET	
	CIVIL	
C0.01	LEGEND AND GENERAL NOTES	
C0.02	GENERAL NOTES AND CONSTRUCTION DETAILS	
C1.00	EXISTING CONDITIONS AND TOPOGRAPHIC SURVEY	
C2.00	SITE AND UTILITY PLAN	
C3.00	EROSION CONTROL PLAN	
C4.00	PAVEMENT PLAN	
L1.00	LANDSCAPE PLAN	

ENGINEER:

WWW.AXIOM-CON.COM | (319) 519-6220

DRAWING LOG

DESCRIPTION OF CHANGES	DATE
FIRST SUBMITTAL	05-11-2022

REV	1

PROJECT NAME:
PROGRESSIVE REHAB

CLIENT NAME:
WEST BRANCH, IA 52358

SHEET NAME:
COVER SHEET

DESIGN PROFESSIONAL:
BOELK

PROJECT NO.:
210119

SHEET NUMBER:
C0.00

NOT FOR CONSTRUCTION

May 27, 2022 - 3:13pm S:\PROJECTS\2021\210119\05 design\civil-survey\Sheets\210119-C0.00.dwg

LEGEND:

UTILITIES	EXISTING	PROPOSED
COMMUNICATIONS	— (CD) —	— CD —
OVERHEAD LINE	— (OH) —	— OH —
ELECTRIC	— (E) —	— E —
FIBER OPTIC	— (FD) —	— FO —
GAS	— (G) —	— G —
SANITARY SEWER	— (S) —	— SS —
STORM	— (ST) —	— ST —
SUBDRAIN	— (ST) — (ST) —	— SD —
WATER: DOMESTIC	— (W) —	— W —
WATER: WELL	— (WELL) —	— WELL —
CHILLED WATER: SUPPLY	— (CHWS) —	— CHWS —
CHILLED WATER: RETURN	— (CHWR) —	— CHWR —
CONDENSATE	— (CND) —	— CND —
STEAM: HIGH PRESSURE	— (HPS) —	— HPS —
STEAM: LOW PRESSURE	— (LPS) —	— LPS —
COMMUNICATIONS HANDHOLE		
COMMUNICATIONS PEDESTAL		
COMMUNICATIONS MANHOLE		
GUY WIRE ANCHOR		
UTILITY POLE		
UTILITY POLE WITH LIGHT		
LIGHT POLE		
ELECTRIC MANHOLE		
ELECTRIC TRANSFORMER		
TRAFFIC HANDHOLE		
TRAFFIC MANHOLE		
FIBER OPTIC HANDHOLE		
FIBER OPTIC MANHOLE		
GAS MANHOLE		
GAS VALVE		
SANITARY SEWER MANHOLE		
SANITARY SEWER CLEANOUT		
STORM SEWER MANHOLE		
STORM SEWER INTAKE		
HYDRANT		
WATER VALVE		
CURB STOP		
WATER MANHOLE		
POST INDICATOR VALVE		

SITE

	EXISTING	PROPOSED
CONTOUR - INDEX	— 100 —	— 100 —
CONTOUR - INTERMEDIATE	— 101 —	— 101 —
FENCE: BARB WIRE	— x — x — x — x —	— x — x — x — x —
FENCE: CHAIN LINK	— o — o — o — o —	— o — o — o — o —
FENCE: CONSTRUCTION	— + — + — + — + —	— + — + — + — + —
FENCE: VINYL	— // — // — // — // —	— // — // — // — // —
FENCE: WIRE	— — — — —	— — — — —
FENCE: WOOD	— □ — □ — □ — □ —	— □ — □ — □ — □ —
TREE LINE		
DELINEATED WETLAND	— W — W — W —	— W — W — W —
100-YEAR FLOODPLAIN	— 100Y — 100Y — 100Y —	— 100Y — 100Y — 100Y —
500-YEAR FLOODPLAIN	— 500Y — 500Y — 500Y —	— 500Y — 500Y — 500Y —
STREAM CENTERLINE		
BOLLARD		
FLAG POLE		
LANDSCAPE LIGHT		
SHRUBBERY		SEE LANDSCAPE PLAN
TREE: DECIDUOUS		SEE LANDSCAPE PLAN
TREE: CONIFEROUS		SEE LANDSCAPE PLAN
MAIL BOX		
POST		
SIGN		
PARKING METER		
FIRE DEPARTMENT CONNECTION		
WATER METER		
HOSE BIB		
YARD HYDRANT		
DRINKING FOUNTAIN		
MONITORING WELL		
WELL		

GENERAL NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- THE LOCATIONS OF UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS PLOTTED ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM PLANS OF RECORD. THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS NOT KNOWN AND MAY NOT SHOWN ON THIS DRAWING.
- NOTIFY UTILITY COMPANIES WHOSE FACILITIES ARE SHOWN ON THE PLANS OR KNOWN TO BE WITHIN CONSTRUCTION LIMITS OF THE SCHEDULE PRIOR TO EACH STAGE OF CONSTRUCTION.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT CRITICAL LOCATIONS TO VERIFY EXACT HORIZONTAL AND VERTICAL LOCATION.
- IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES VERBAL NOTICE TO IOWA ONE-CALL 1-800-292-8989, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS.
- NOTIFY THE APPROPRIATE GOVERNING AUTHORITY 48 - 72 HOURS PRIOR TO BEGINNING CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY. THE CITY OF WEST BRANCH SHALL BE THE PUBLIC AGENCY RESPONSIBLE FOR INSPECTION DURING CONSTRUCTION OF THE PUBLIC PORTIONS OF THE PROJECT.
- NO WORK SHALL BE PERFORMED BEYOND THE PROJECT LIMITS WITHOUT PRIOR AUTHORIZATION FROM THE OWNER OR OWNER'S REPRESENTATIVE.
- PROVIDE TRAFFIC AND PEDESTRIAN CONTROL MEASURES (SIGNS, BARRICADES, FLAGGERS, ETC.) IN COMPLIANCE WITH PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION.
- ADJUST ALL VALVES, MANHOLES, CASTINGS, GAS VENTS, ETC., TO MATCH THE NEW SURFACE. ADJUSTMENT SHALL BE COORDINATED WITH THE UTILITY COMPANIES AND THE COST FOR ALL ADJUSTMENTS SHALL BE INCIDENTAL TO THE CONSTRUCTION. AT NO ADDITIONAL COST TO THE OWNER, REPAIR ANY DAMAGE TO SAID STRUCTURES AND APPURTENANCES THAT OCCUR DURING CONSTRUCTION.
- REPLACE ANY PROPERTY MONUMENTS REMOVED OR DESTROYED BY CONSTRUCTION. MONUMENTS SHALL BE SET BY A LAND SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF IOWA.

GRADING NOTES

- STRIP EXISTING VEGETATION WITHIN THE GRADING LIMITS AND AREAS TO RECEIVE FILL. STOCKPILE ON-SITE FOR REUSE IF SUITABLE.
- PROOF ROLL ALL FILL AREAS TO IDENTIFY SOFT OR DISTURBED AREAS IN THE SUBGRADE. ALL UNSUITABLE MATERIAL IDENTIFIED SHALL BE REMOVED AND RECOMPACTED. PROOFROLL WITH 25 TON MINIMUM GROSS VEHICLE WEIGHT.
- REMOVE AND RECOMPACT AREAS OF SUBGRADE WHICH ARE SOFT OR UNSTABLE TO MEET SPECIFIED LIMITS FOR DENSITY AND MOISTURE CONTENT.
- SCARIFY EXISTING SUBGRADE TO A DEPTH OF 12 INCHES AND RECOMPACT TO 98% OF STANDARD PROCTOR DENSITY (ASTM D698) PRIOR TO PLACEMENT OF FILL.
- DO NOT PLACE, SPREAD, OR COMPACT ANY FILL MATERIAL DURING UNFAVORABLE WEATHER CONDITIONS AND DO NOT RESUME COMPACTION OPERATIONS UNTIL MOISTURE CONTENT AND DENSITY OF IN-PLACE FILL MATERIAL ARE WITHIN SPECIFIED LIMITS.
- PLACE FILL MATERIAL IN 9" MAXIMUM LIFTS.
- FILLS PLACED BELOW LAWN AREAS SHALL BE COMPACTED TO 90% OF MATERIALS MAXIMUM STANDARD PROCTOR DRY DENSITY (ASTM D698).
- SCARIFY SUBGRADE TO DEPTH OF 3 INCHES WHERE TOPSOIL IS SCHEDULED. SCARIFY AREAS WHERE EQUIPMENT USED FOR HAULING AND SPREADING TOPSOIL HAS CAUSED COMPACTED SUBSOIL.
- FILL MATERIAL OBTAINED FROM OFF-SITE SOURCES SHALL BE SOIL OR SOIL AND ROCK MIXTURE FREE FROM ORGANIC MATTER AND OTHER DELETERIOUS SUBSTANCES. IT SHALL CONTAIN NO ROCKS OF 6 INCHES IN GREATEST DIMENSION AND NOT MORE THAN 15% OF THE ROCKS SHALL BE LARGER THAN 2-1/2 INCHES IN GREATEST DIMENSION.
- SCARIFY AND RECOMPACT THE TOP 9" OF SUBGRADE IN ALL CUT AREAS AFTER ROUGH GRADING IS COMPLETED. COMPACT THE ENTIRE PAVING SUBGRADE TO 95% STANDARD PROCTOR DRY DENSITY TO WITHIN 1.0' OF FINAL SUBGRADE. THE FINAL 1.0' OF FILL TO BE COMPACTED TO 98% STANDARD PROCTOR DRY DENSITY (ASTM D698).
- IN AREAS TO RECEIVE ADDITIONAL FILL OVER EXISTING FILL MATERIALS. REMOVE TOP 12" OF MATERIAL AND SCARIFY AND RECOMPACT THE NEXT 9" OF RESULTING SUBGRADE. COMPACT RESULTING SUBGRADE TO 95% STANDARD PROCTOR DRY DENSITY. SUBSEQUENT FILL TO BE COMPACTED TO 98% STANDARD PROCTOR DRY DENSITY TO WITHIN 1.0' OF FINAL SUBGRADE. THE FINAL 1.0' OF FILL TO BE COMPACTED TO 98% STANDARD PROCTOR DRY DENSITY (ASTM D698).
- FINISH CONTOURS SHOWN ARE TO TOP OF FINISHED GRADE OR TO TOP OF TOPSOIL.

SITE PREPARATION NOTES

- PROTECT ADJACENT PROPERTY DURING DEMOLITION.
- DEMOLITION LIMIT LINE IS THE EXISTING PROPERTY LINE UNLESS NOTED OTHERWISE.
- MAINTAIN POSITIVE DRAINAGE ON THE SITE THROUGHOUT THE PROJECT DURATION.
- PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL (EXCAVATED MATERIAL OR BROKEN CONCRETE) WHICH IS NOT DESIRABLE TO BE INCORPORATED INTO THE WORK INVOLVED ON THIS PROJECT. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES. NO MATERIAL SHALL BE PLACED WITHIN THE EASEMENTS, UNLESS SPECIFICALLY STATED IN THE PLANS OR APPROVED BY THE ENGINEER. DISPOSAL SITES MUST BE APPROVED BY THE ENGINEER. CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND TEMPORARY HAUL ROADS TO PREVENT THE SPREAD OF DUST. OFF-SITE DISPOSAL SHALL BE IN ACCORDANCE WITH THE APPLICABLE GOVERNMENTAL REGULATIONS.
- KEEP ADJACENT PUBLIC STREETS FREE FROM SOIL AND DEBRIS GENERATED BY THE PROJECT. CLEAN SOIL AND DEBRIS FROM THE ADJACENT STREETS ON A DAILY BASIS.
- DURING CONSTRUCTION, CONTROL DUST SPREADING FROM ALL WORK AND STAGING AREAS.
- REMOVAL OR ABANDONMENT OF PUBLIC UTILITIES SHALL BE FULLY COORDINATED WITH APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.
- ANY EXISTING FACILITIES (CURBS, PAVEMENT, UTILITIES, ETC.) THAT THE CONTRACTOR'S OPERATIONS DAMAGE SHALL BE REPAIRED BY THAT CONTRACTOR AT HIS/HER COST.
- REMOVE ALL DESIGNATED STREETS, DRIVEWAYS, ETC. IN THEIR ENTIRETY. BACKFILL ALL EXCAVATIONS WITH COHESIVE MATERIAL COMPACTED TO 98% STANDARD PROCTOR DRY DENSITY (ASTM D698).
- WHERE A SECTION OF PAVEMENT, CURB AND GUTTER OR SIDEWALK IS CUT OR OTHERWISE DAMAGED BY THE CONTRACTOR, THE ENTIRE SECTION SHALL BE REMOVED AND REPLACED. PAVEMENT, CURBS, GUTTERS AND SIDEWALKS SHALL BE REMOVED A MINIMUM OF TWO FEET BEYOND THE EDGE OF THE TRENCH CUT AND TO THE NEAREST JOINT.
- SAWCUT EDGES OF PAVEMENT FULL DEPTH PRIOR TO REMOVAL TO PREVENT DAMAGE TO ADJACENT SLABS AND FIXTURES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EXISTING CONCRETE STRUCTURES ON THE SITE AS SHOWN ON THE PLANS. THE REMOVAL INCLUDES DRIVEWAYS, CURB AND GUTTER, SIDEWALK, AND BASEMENT FOUNDATION FOOTINGS, FLOOR AND WALLS. THE REMOVAL ALSO INCLUDES STORM SEWER INTAKES AND PIPE AS SHOWN ON THE PLANS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT TREES AND SHRUBS NOTED ON THE PLANS TO REMAIN IN PROJECT AREA FROM DAMAGE DUE TO CONSTRUCTION ACTIVITY. PROTECTION INCLUDES, BUT IS NOT LIMITED TO, CONSTRUCTION FENCING AROUND THE DRIP LINE OF TREES AND PROHIBITING VEHICLE TRAFFIC WITHIN THE DRIP LINE OF TREES.
- REMOVAL AND DISPOSAL OF EXISTING TREES AND SHRUBS WITHIN CONSTRUCTION LIMITS SHALL BE INCIDENTAL TO THE GRADING PORTION OF THE PROJECT. STUMPS ARE TO BE GROUND TO TWO FEET BELOW FINISHED GRADE.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF A TILE IS ENCOUNTERED AND SHALL INDICATE THE METHOD OF RESOLVING THE CONFLICT. THE ENGINEER SHALL APPROVE THE PROPOSED METHOD. THE LOCATION OF THE FIELD TILE SHALL BE RECORDED ON THE CONSTRUCTION RECORD DOCUMENTS.

EXISTING FIELD TILE LINES ENCOUNTERED IN THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR IN ONE OF THE FOLLOWING WAYS:

- CONNECT TILE TO THE NEAREST STORM SEWER.
- DAYLIGHT TO FINISHED GROUND.
- REPAIR TILE AND MAINTAIN SERVICE.

SURFACE RESTORATION NOTES

- ONLY DISTURBED AREAS NOT PAVED OR HARD SURFACED SHALL RECEIVE MINIMUM 4" TOPSOIL. SCARIFY AREAS TO RECEIVE TOPSOIL TO A MIN. DEPTH OF 4". REMOVE ALL STONES, WOOD AND DEBRIS LARGER THAN 2" FROM AREAS TO RECEIVE TOPSOIL. DO NOT COMPACT TOPSOIL.
- ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED AND MULCHED IN ACCORDANCE WITH SUDAS SECTION 9010.
- SEED ALL DISTURBED AREAS NOT TO BE HARD SURFACED, AND NOT TO HAVE TOPSOIL SPREAD, WITH TYPE 1 EROSION CONTROL MIXTURE PER SUDAS SECTION 9010.
- APPLY SEED AT THE RATES INDICATED IN THE PROJECT SPECIFICATIONS.
- MAINTAIN SEEDED AREAS UNTIL AN ADEQUATE STAND OF GRASS HAS BEEN ESTABLISHED. RESEED ANY AREAS AS NECESSARY TO STABILIZE SOIL PER PROJECT SPECIFICATIONS.
- EXISTING FACILITIES (CURBS, PAVEMENT, UTILITIES, ETC.) THAT ARE TO REMAIN AND DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.

EROSION CONTROL NOTES

- THE CONTRACTOR SHALL INCORPORATE ALL EROSION CONTROL FEATURES INTO THE PROJECT PRIOR TO DISTURBING THE SOIL.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO INSPECT THE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES A MINIMUM OF ONCE PER WEEK. IF A CONTROL MEASURE HAS BEEN REDUCED IN CAPACITY BY 50% OR MORE, THE CONTRACTOR SHALL RESTORE SUCH FEATURES TO THEIR ORIGINAL CONDITION IMMEDIATELY, WEATHER PERMITTING.
- ERECT SILT FENCE AS SHOWN ON THE PLANS TO LIMIT LOSS OF MATERIAL FROM THE SITE. DEVICES TO REMAIN IN PLACE AND TO BE MAINTAINED UNTIL A PERMANENT GROUND COVER IS ESTABLISHED.
- MINIMIZE SOIL EROSION BY MAINTAINING ALL EXISTING VEGETATIVE GROWTH WITHIN THE GRADING LIMITS FOR AS LONG AS PRACTICAL.
- INSTALL A SILT FENCE AROUND ALL STOCKPILED TOPSOIL.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY SEEDING FOR ALL AREAS THAT ARE DISTURBED AND OPERATIONS WILL NOT COMMENCE OR PERMANENT SEEDING WILL NOT BE COMPLETED IN LESS THAN 14 DAYS.
- SEQUENCE OF EROSION AND SEDIMENT CONTROL EVENTS:
 - INSTALL INLET PROTECTION AROUND EXISTING INTAKES AS INDICATED ON THE SITE CONSTRUCTION PLAN. USE THESE LOW AREAS AS SEDIMENT BASINS DURING CONSTRUCTION.
 - INSTALL PERIMETER SILT FENCE AS INDICATED ON THE SITE CONSTRUCTION PLAN.
 - INSTALL SILT FENCE AROUND ANY TOPSOIL OR EXCESS SOIL STOCKPILES. APPLY TEMPORARY SEEDING TO ALL TOPSOIL OR EXCESS SOIL STOCKPILES.
 - INSTALL STONE SUBBASE ON STREET AREAS FOLLOWING COMPLETION OF GRADING.
 - APPLY TEMPORARY SEEDING TO ALL DENUDED AREAS WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR 14 DAYS OR MORE. FERTILIZE AND LIME IF NEEDED. APPLY MULCH ON SLOPES GREATER THAN 4:1 (HORIZONTAL:VERTICAL).
 - DESTROY TEMPORARY SEEDING AND APPLY PERMANENT SEEDING TO ALL DISTURBED AREAS NOT TO BE HARD SURFACED. FERTILIZE AND MULCH PERMANENT SEEDING AS REQUIRED. APPLY MULCH AT 1.5 TO 2.0 TONS PER ACRE ON SLOPES GREATER THAN 4:1.
 - WHEN CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED WITH PERMANENT SEEDING, REMOVE ACCUMULATED SEDIMENT FROM ANY SEDIMENT BASINS, REMOVE SILT FENCE AND RESEED ANY AREAS DISTURBED BY THE REMOVALS.

STORM SEWER NOTES

- RCP STORM SEWER SHALL BE CLASS III REINFORCED CONCRETE PIPE (RCP) TO DEPTH OF COVER UP TO 12' CONFORMING TO ASTM C76 OR AASHTO M170.
- RCP STORM SEWER SHALL BE CONSTRUCTED WITH CLASS R-2 BEDDING PER SUDAS FIGURE 3010.102 (IDOT STANDARD ROAD PLAN SW-102). STORM SEWERS MAY BE BACKFILLED WITH SUITABLE NATIVE MATERIAL.
- HIGH DENSITY POLYETHYLENE PIPE (HDPE) SHALL BE CORRUGATED WITH INTEGRALLY FORMED SMOOTH INTERIOR MEETING THE REQUIREMENTS OF THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) SECTION 4020.
- HDPE STORM SEWER SHALL BE CONSTRUCTED WITH CLASS F-3 BEDDING. HDPE STORM SEWER SHALL BE BACKFILLED WITH GRANULAR BACKFILL AGGREGATE TO A MINIMUM OF 12" ABOVE THE TOP OF THE PIPE.
- STORM SEWER LINES SHALL BE A MINIMUM OF 10' FROM WATER LINES RUNNING PARALLEL. AT CROSSINGS, A MINIMUM 18" SEPARATION MUST BE PROVIDED.
- ALL LINE AND GRADE CONTROL WILL BE DONE WITH A LASER BEAM, WITH GRADE CHECKS AT 25', 50' AND THEN EVERY 100' BETWEEN MANHOLES.
- THE CONTRACTOR WILL BE REQUIRED TO MAINTAIN A RECORD DRAWING SET SHOWING LOCATIONS OF ALL STORM SEWER CONSTRUCTION. THE RECORD DRAWING SET WILL BE PROVIDED TO THE OWNER.

STORMWATER POLLUTION PREVENTION:

THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE KEPT ON THE CONSTRUCTION SITE AT ALL TIMES FROM THE DATE CONSTRUCTION ACTIVITIES BEGIN TO THE DATE OF FINAL STABILIZATION. THE CONTRACTOR SHALL MAINTAIN THE SWPPP PER THE REQUIREMENTS OF GENERAL PERMIT NO. 2. ALL OPERATORS/CONTRACTORS WORKING ONSITE MUST SIGN THE CERTIFICATION STATEMENT PROVIDED AND WILL BECOME CO-PERMITTEES ON THE NPDES GENERAL PERMIT NO. 2 FOR THIS SITE. ALL OPERATORS/SUBCONTRACTORS WORKING ONSITE SHALL BE SUPPLIED A COPY OF THE SWPPP BY THE CONTRACTOR AND MUST BE FAMILIAR WITH ITS CONTENTS. THE SWPPP MUST BE PERIODICALLY UPDATED TO SHOW CURRENT EROSION CONTROL PRACTICES PER THE REQUIREMENTS OF THE GENERAL PERMIT #2. UPDATED VERSIONS OF THE SWPPP WILL BE PROVIDED TO ALL OF THE OPERATORS/SUBCONTRACTORS WHOM ARE AFFECTED BY THE CHANGES MADE TO THE SWPPP. IT WILL BE THE DUTY OF THE CONTRACTOR TO SEE THAT THESE REQUIREMENTS ARE MET.

ENGINEER:

PROJECT NAME: PROGRESSIVE REHAB

PROJECT NO.: 210119

CLIENT NAME: WEST BRANCH, IA 52358

DESIGN PROFESSIONAL: BOELK

DATE: 05-11-2022

DESCRIPTION OF CHANGES: FIRST SUBMITTAL

REV: 1

NOT FOR CONSTRUCTION

LEGEND & GENERAL NOTES

C0.01

PCC PAVEMENT NOTES

1.

PCC PAVING THICKNESS SHALL BE 6-INCH ON 6-INCH GRANULAR SUBBASE, UNLESS STATED OTHERWISE.
2.

MATERIALS AND CONSTRUCTION FOR PORTLAND CEMENT CONCRETE PAVEMENTS SHALL MEET THE REQUIREMENT OF IOWA DOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, LATEST REVISION, SECTION 2301. THE PARAGRAPHS FOR MEASUREMENT AND PAYMENT SHALL NOT APPLY.
3.

MINIMUM 28-DAY COMPRESSIVE STRENGTH FOR CONCRETE USED FOR PAVEMENTS SHALL BE 4000 PSI. CONCRETE SHALL BE C-3 OR C-4 WITH TYPE 1 CEMENT. AIR CONTENT SHALL BE 6-1/2% ± 1.5% COARSE AGGREGATE. AIR ENTRAINMENT ADMIXTURES AND WATER REDUCING ADMIXTURES SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4103. DURABILITY FOR PORTLAND CEMENT CONCRETE SHALL BE CLASS 2. JOINT SEALER SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4136 FOR HOT POURED JOINT SEALER.
4.

CURING COMPOUND (WHITE, DARK OR CLEAR) SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR SECTION 4105. APPLICATION METHOD AND CURING SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 2301.19.
5.

FLYASH PER IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4108 MAY BE SUBSTITUTED FOR CEMENT AT THE RATES SPECIED IN SECTION 2301.04E AFTER NOTIFICATION AND AUTHORIZATION BY THE OWNER'S REPRESENTATIVE.
6.

PAVEMENT TIE BARS AND DOWEL BARS SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4151. EPOXY COATING, WHEN SPECIFIED, SHALL CONFORM TO IOWA DOT SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4151.03B.
7.

CURBS SHALL BE CAST INTEGRAL WITH CONCRETE PAVEMENT UNLESS NOTED OTHERWISE.
8.

PCC SIDEWALKS 5 FEET OR LESS IN WIDTH SHALL BE 4 INCHES THICK. PCC SIDEWALKS GREATER THAN 5 FEET WIDE BUT LESS THAN 12 FEET WIDE SHALL BE 6 INCHES THICK. SIDEWALK THICKNESS AT ALL DRIVEWAYS SHALL MATCH THAT OF THE ADJACENT DRIVEWAY. TRANSVERSE CONSTRUCTION JOINT SPACING FOR PCC SIDEWALKS 5 FEET OR LESS IN WIDTH SHALL BE PLACED A MAXIMUM OF 5 FEET ON CENTER. TRANSVERSE CONSTRUCTION JOINT SPACING FOR PCC SIDEWALKS GREATER THAN 5 FEET WIDE BUT LESS THAN 12 FEET WIDE SHALL BE PLACED A MAXIMUM OF 8 FEET ON CENTER. PLACE EXPANSION JOINTS WHERE WALK MEETS OTHER WALKS, BACK OF CURBS, FIXTURES, OR OTHER STRUCTURES, AND AT INTERVALS NOT EXCEEDING 50 FEET. SIDEWALKS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2% DRAINING TOWARDS BACK OF CURB, UNLESS OTHERWISE NOTED.
9.

ONE INCH PREFORMED FOAM EXPANSION JOINT MATERIAL SONOFLEX "F" BY SONOBORN OR APPROVED EQUAL SHALL BE PLACED BETWEEN NEW PAVEMENT CONSTRUCTION AND THE FACES OF BUILDINGS, STOOPS, EXISTING SLABS, AND OTHER FIXTURES, UNLESS NOTED ON THE DRAWINGS. JOINTS AT THESE LOCATIONS SHALL BE SEALED WITH A SELF-LEVELING POLYURETHANE SUCH AS SONOLASTIC SL-1 OR APPROVED EQUAL.
10.

CONSTRUCT 1" EXPANSION JOINTS ON PCC CURB AT ALL ENDS OF RETURN RADII.

PAVEMENT GENERAL NOTES

1.

ALL SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
2.

ALL DIMENSIONS TO BACK-OF-CURB UNLESS NOTED OTHERWISE.
3.

REMOVE AND REPLACE OR RESTORE ALL STREET SIGNS, PAVEMENT MARKINGS, SIDEWALK LAMPS, SIDEWALKS, STEPS, LANDSCAPE STRUCTURES, CURB AND GUTTER, STREETS, DRIVES AND ALL OTHER SURFACE STRUCTURES REMOVED OR OTHERWISE DAMAGED DURING THE COURSE OF THE WORK. SIDEWALKS SHALL BE REMOVED AND REPLACED TO NEAREST JOINT BEYOND CONSTRUCTION AREA.
4.

COMPACT SUBGRADE BENEATH PAVEMENTS IN ACCORDANCE WITH GRADING NOTES.
5.

GRANULAR SUBBASE FOR PAVEMENTS SHALL MEET THE LIMITS OF GRADUATION NO. 14 (MODIFIED SUBBASE) PER IOWA DOT STANDARD SPECIFICATION FOR HIGHWAY AND BRIDGE CONSTRUCTION SECTION 4123.
6.

PROOF-ROLL SUBGRADE PER SECTION 2115. REMOVE AND REPLACE UNSTABLE AREAS WITH SUITABLE COMPACTED MATERIAL.
7.

ALL CURB AND GUTTER IS 6" STANDARD CURB UNLESS STATED OTHERWISE.

DESIGN STANDARDS AND REFERENCE DRAWINGS

THE FOLLOWING SUDAS FIGURES ARE INCLUDED BY REFERENCE:		
FIGURE	TITLE	
3010.101	TRENCH BEDDING AND BACKFILL ZONES	
3010.102	RIGID GRAVITY PIPE TRENCH BEDDING	
3010.103	FLEXIBLE GRAVITY PIPE TRENCH BEDDING	
6010.602	CASTINGS FOR STORM SEWER MANHOLES	
7010.101	JOINTS	
7030.101	CONCRETE DRIVEWAY, TYPE A	
9030.101	PLANTING PIT	
9030.102	TREE STAKING, GUYING, AND WRAPPING	
9040.102	FILTER BERM AND FILTER SOCK	
9040.119	SILT FENCE	
9040.120	STABILIZED CONSTRUCTION ENTRANCE	

WATER MAIN & SERVICES NOTES

- ALL PERMITS SHALL BE SECURED AND FEES SHALL BE PAID PRIOR TO START OF CONSTRUCTION.
1.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) STANDARD SPECIFICATIONS, GENERAL SUPPLEMENTAL SPECIFICATIONS, AND SUPPLEMENTAL SPECIFICATIONS.
2.

ALL FITTINGS SHALL BE RESTRAINED.
3.

ALL PIPE JOINTS TO BE RESTRAINED AS ANNOTATED ON THE PLAN SET.
4.

MAINTAIN ALL MINIMUM CLEARANCES BETWEEN UTILITIES.
5.

CONSTRUCTION OF PUBLIC AND PRIVATE WATER SYSTEM IMPROVEMENTS REQUIRES AN APPROVED PLAN SET ON FILE WITH THE CITY OF IOWA CITY.
6.

CONTRACTOR RESPONSIBLE FOR COORDINATING ON SITE INSPECTION OF WATER MAIN INSTALLATION WITH THE MUNICIPAL UTILITY.
7.

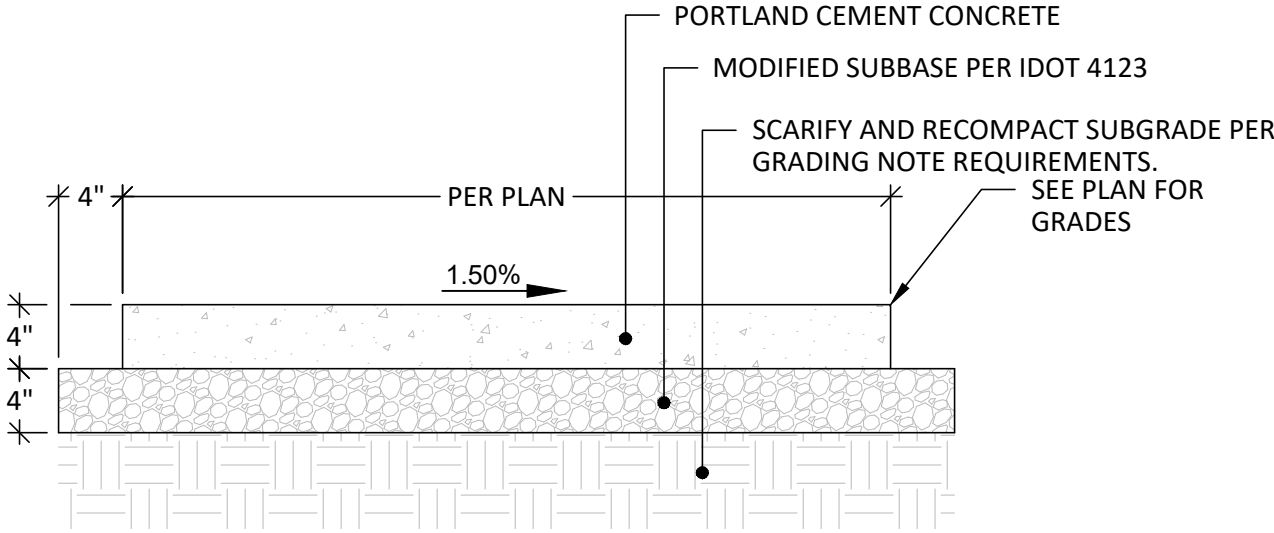
VERIFY THE ELEVATION OF POSSIBLE CONFLICTING UTILITIES PRIOR TO CONSTRUCTING PROPOSED WATER MAINS, SANITARY SEWERS, STORM SEWERS, ETC. ANY CONFLICTS MUST IMMEDIATELY BE BROUGHT TO THE ENGINEER'S ATTENTION.
8.

THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN AS-BUILTS REGARDING ASPECTS OF THE PROJECT WHICH DIFFER FROM THE CONTRACT DOCUMENTS. THIS INCLUDES BOTH EXISTING FACILITIES ENCOUNTERED AND PROPOSED FACILITIES CONSTRUCTED. THE INFORMATION SHALL INCLUDE LOCATION, DIMENSION AND MATERIAL DATA. THE LOCATION OF UNDERGROUND FACILITIES SHALL BE NOTED IF THEY DIFFER FROM THE PLANS BY MORE THAN 2 FEET HORIZONTALLY AND 0.5 FEET VERTICALLY OR ARE NOT SHOWN. FACILITIES CONSTRUCTED OR ENCOUNTERED ABOVE GROUND SHALL BE NOTED IF THEY DIFFER FROM THE PLANS BY MORE THAN 1 FOOT HORIZONTALLY AND 0.25 FEET VERTICALLY.
9.

PIPE LENGTHS FOR ALL UTILITIES ARE GIVEN FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. PIPE LENGTHS FOR WATER MAIN ARE MEASURED BETWEEN ELBOWS, CROSSES, OR TEES (INCLUDING FH TEES).
10.

CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY OF IOWA CITY FOR ANY VARIANCE FROM THE APPROVED PLAN.
11.

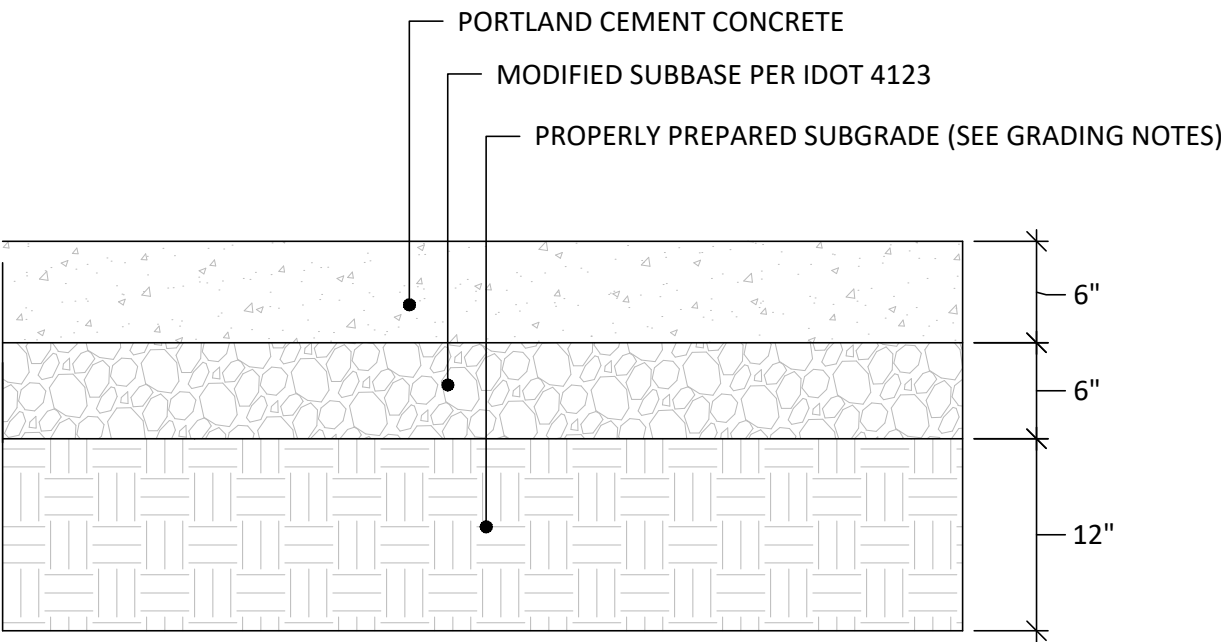
EXISTING SITE IS LOCATED IN A KNOWN LUST AREA. CONTRACTOR TO USE NITRILE GASKETS IN KNOWN AREAS.



TYPICAL SIDEWALK

NOT TO SCALE

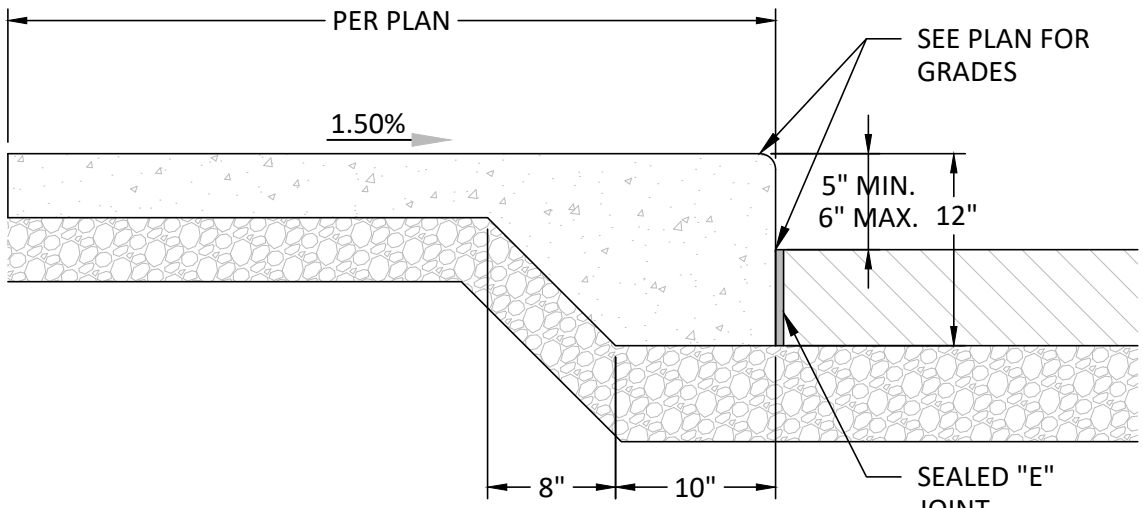
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STANDARD DUTY PAVEMENT SECTION

NOT TO SCALE

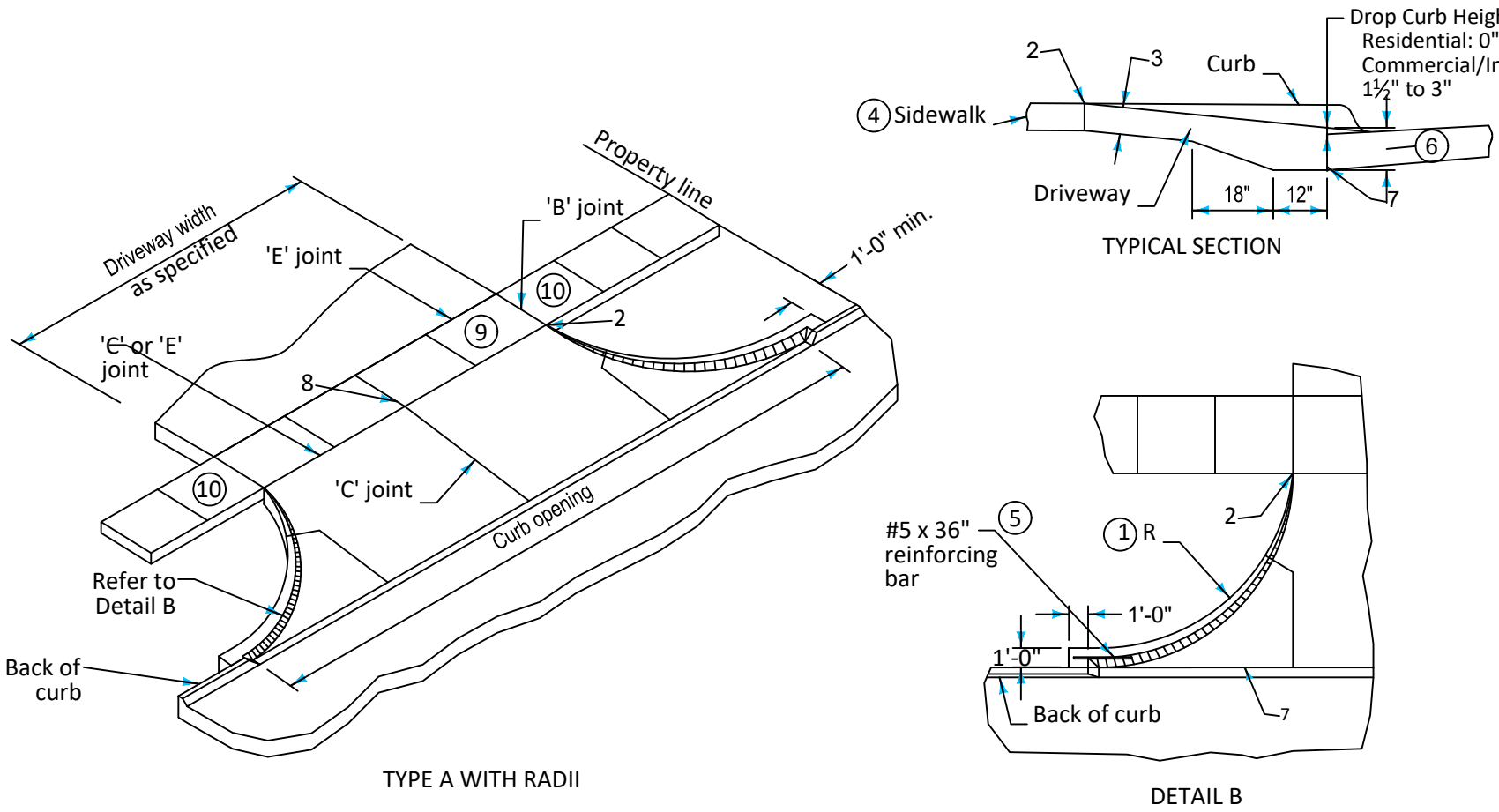
2



SIDEWALK WITH INTEGRAL CURB

NOT TO SCALE

3



CONCRETE DRIVEWAY, TYPE A 7030.101

NOT TO SCALE

4

- 1

Driveway radius (R). Residential: 10 foot minimum, 15 foot maximum. Commercial and industrial: As specified in the contract documents.
- 2

Transition the curb height to 0 inches at end of taper/radius or at the front edge of sidewalk. Do not extend raised curb across sidewalk.
- 3

Pavement thickness. Residential: 6 inches minimum. Commercial and industrial: 7 inches minimum.
- 4

Sidewalk thickness through driveway to match thickness of driveway.
- 5

Center reinforcing bar vertically in the pavement.
- 6

Match thickness of adjacent roadway, 8 inches minimum.
- 7


Provide 'E' joint at back of curb unless 'B' joint is specified.
- 8

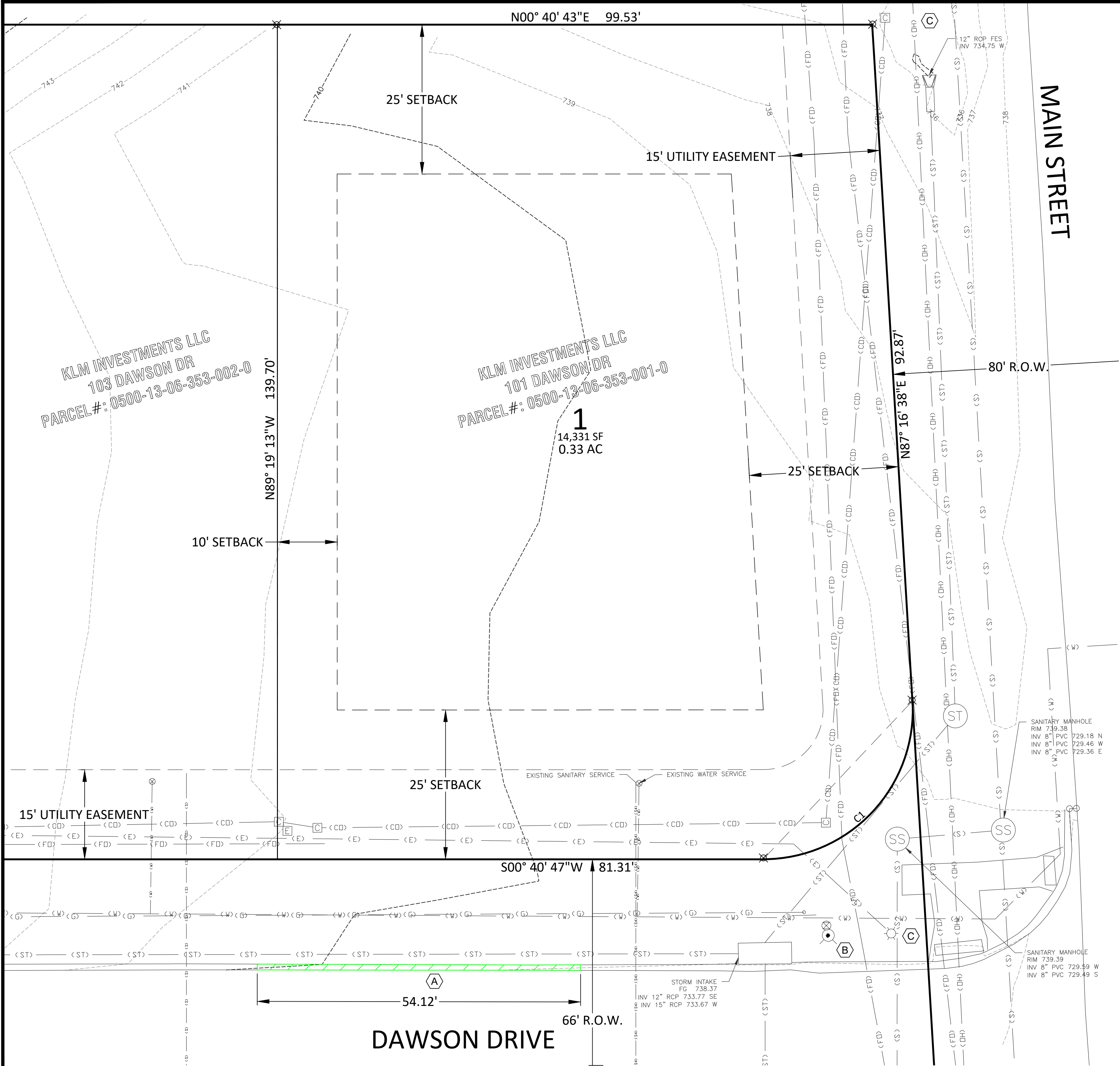
For alleys, invert the pavement crown 2% toward center of alley.
- 9

Target cross slope of 1.5% with a maximum cross slope of 2.0%. If specified in the contract documents, construct the sidewalk through the driveway 5 feet wide to serve as a passing space.
- 10

If cross slope of adjacent sidewalk panel exceeds 2.0%, remove and replace to transition from existing sidewalk to sidewalk through driveway. If elevation change requires a curb ramp, comply with Figure 7030.205; verify need for detectable warning panel with Engineer.

NOT FOR CONSTRUCTION

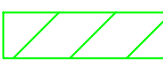
ENGINEER:				WWW.AXIOM-CON.COM (319) 519-6220	



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIR.	CHORD LEN.
C1	30.01	25.00	68°46'32"	S33°42'29"E	28.24

DEMOLITION NOTES:

- (A) PAVING REMOVAL AREA. FULL DEPTH SAWCUTS ALONG ALL AREAS WHERE ADJACENT PAVEMENT REMAINS.
- (B) EXISTING FIRE HYDRANT
- (C) EXISTING UTILITY/LIGHT POLE TO REMAIN.



NOT FOR CONSTRUCTION

ENGINEER:

WWW.AXIOM-CON.COM | (319) 519-6220

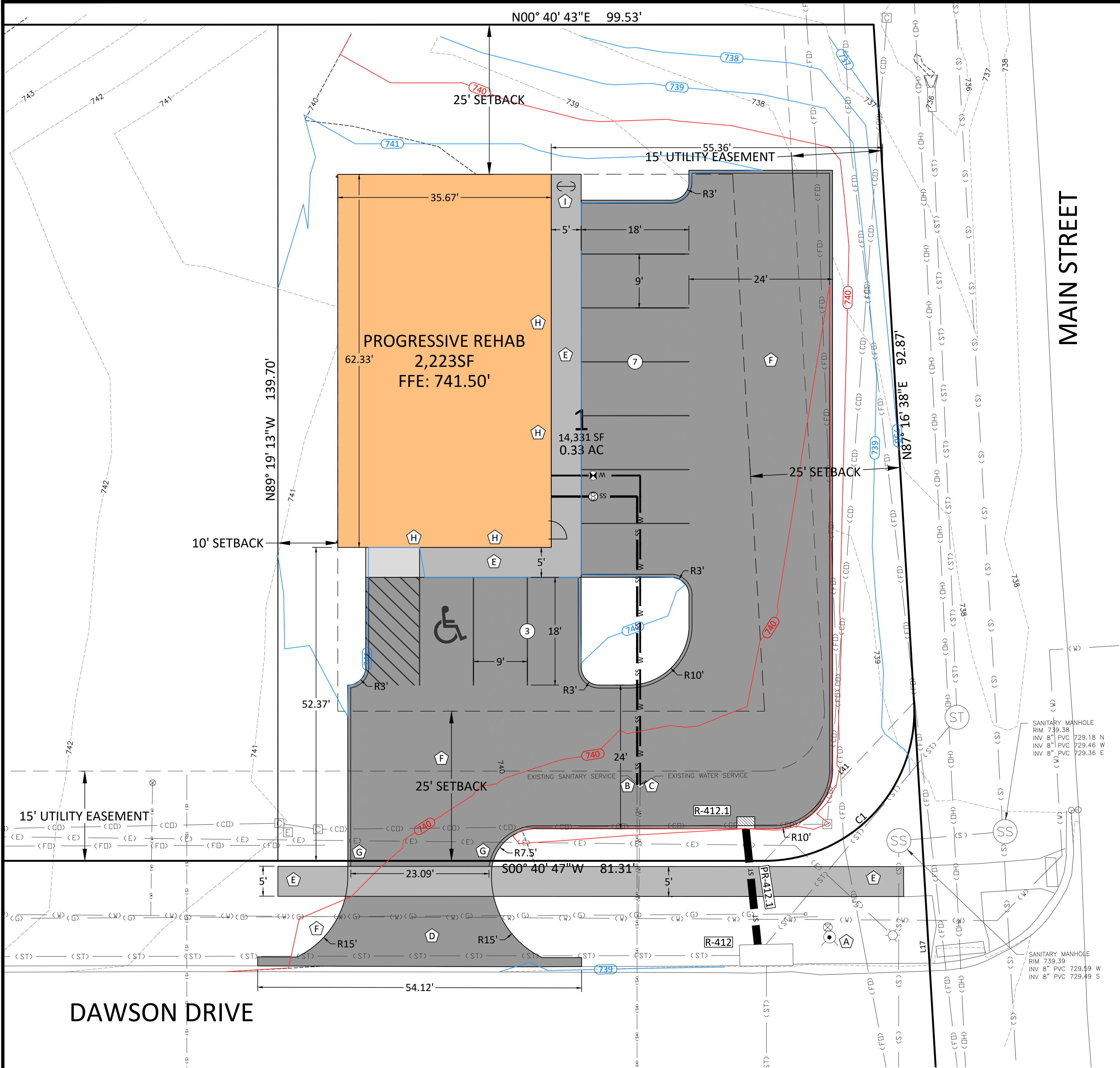
0 5 10

DRAWING LOG		PROJECT NAME:	
REV	DATE	PROGRESSIVE REHAB	
		WEST BRANCH, IA 52358	
		CLIENT NAME:	

SHEET NAME:		SHEET NO.:	
TOPOGRAPHIC SURVEY & EXISTING CONDITIONS		210119	
DESIGN PROFESSIONAL:		BOELK	

SHEET NUMBER:

C1.00



SITE & UTILITY KEYNOTES:

- (A) EXISTING FIRE HYDRANT
- (B) PROPOSED SANITARY SEWER SERVICE ± 63 LF. COORDINATE WITH MEP PLANS FOR FINAL SIZE OF SERVICE. CONNECT TO EXISTING SANITARY SEWER STUB.
- (C) PROVIDE ± 67 LF OF 2" PROPOSED WATER SERVICE TO BUILDING. CONTRACTOR TO PROVIDE CURB STOP WITHIN EXISTING UTILITY EASEMENT ALONG RIGHT OF WAY.
- (D) PROPOSED SUDAS CONCRETE DRIVEWAY, TYPE A. SUDAS 7030.101
- (E) PROPOSED SUDAS CLASS B SIDEWALK. SUDAS 7030.201 WITH INTEGRAL CURB. SEE DETAIL C0.02
- (F) PROPOSED STANDARD DUTY PAVEMENT. SEE DETAIL C0.02
- (G) BEGIN STANDARD CURB.
- (H) PROPOSED LIGHTING FIXTURE. SEE LIGHTING SITE PLAN E1.00.
- (I) PROPOSED BIKE RACK.

NOTES:

PROGRESSIVE REHAB TO UTILIZE ROLL-OUT BINS AND CONTRACT DIRECTLY WITH JOHNSON COUNTY REFUSE FOR TRASH AND RECYCLING SERVICES.

STORM SEWER STRUCTURES				
STRUCTURE ID	TYPE	RIM / FG	INFLOW PIPE IE	OUTFLOW PIPE IE
412	SW-509	739.10	12" IE: -0.50 E	
412.1	SW-511	739.51		12" IE: -0.50 W


STORM SEWER PIPE TABLE								
PIPE ID	STRUCTURE US	STRUCTURE DS	INVERT US	INVERT DS	LENGTH (FEET)	SLOPE	SIZE (IN)	NOTES
412.1	412.1	412	-0.50	-0.50	23	0.00%	12	RCP

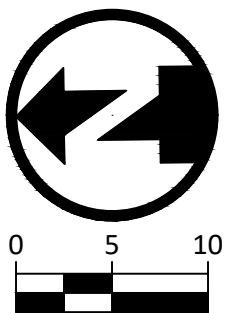
LEGEND	
	SIDEWALK PCC PAVEMENT
	STANDARD DUTY PCC PAVEMENT
	SIDEWALK RAMP

DAWSON DRIVE

MAIN STREET

NOT FOR CONSTRUCTION

ENGINEER:
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0 5 10

DRAWING LOG	
REV	DATE
1	05-11-2022

PROJECT NAME:
PROGRESSIVE REHAB

WEST BRANCH, IA 52358

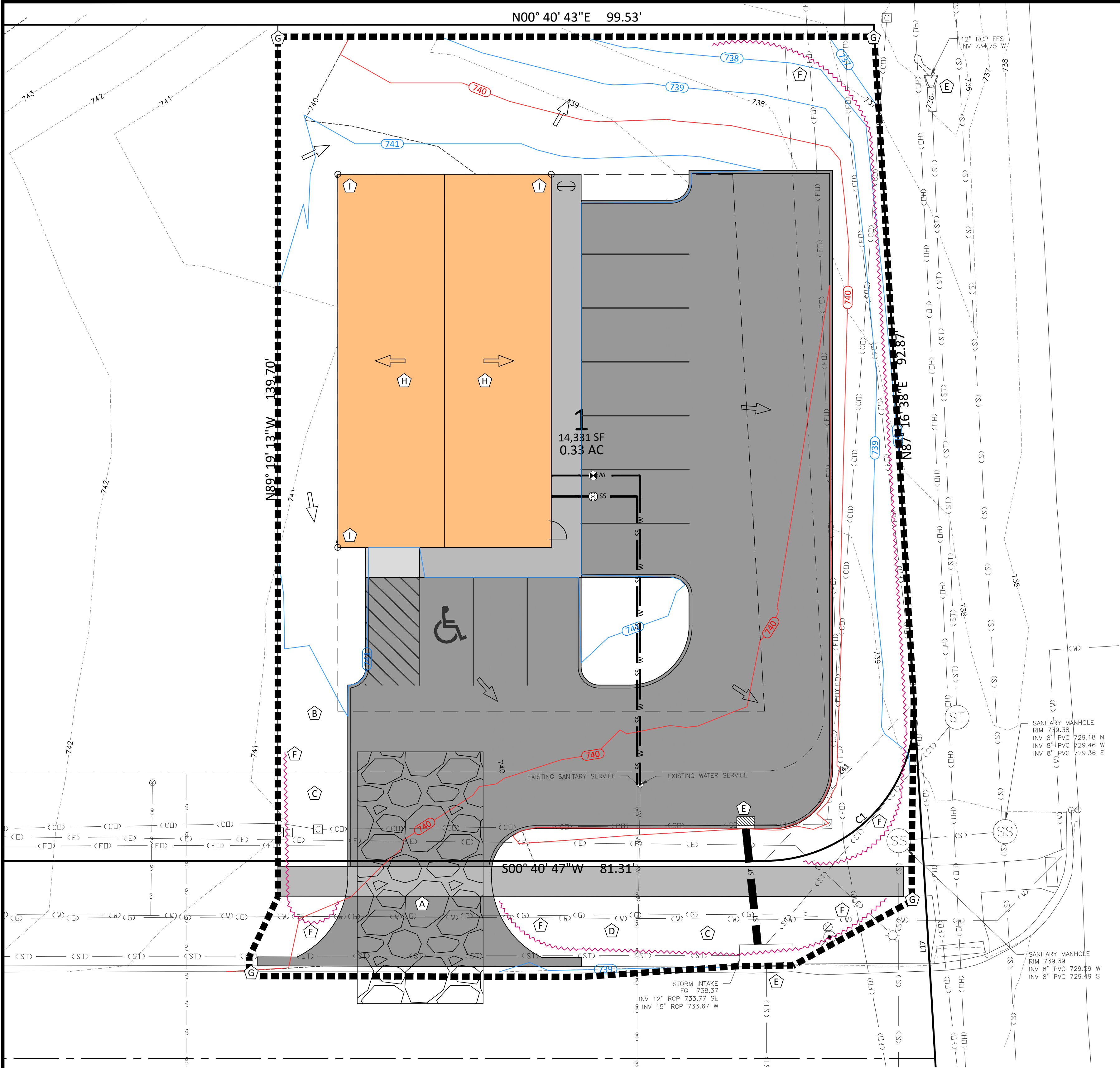
CLIENT NAME:

SHEET NO.:
210119

DESIGN PROFESSIONAL:
BOELK

SHEET NUMBER:

C2.00



SWPPP PLAN KEYNOTES:

- Ⓐ INSTALL STABILIZED CONSTRUCTION ENTRANCE. 50'X25'
- Ⓑ PROVIDE SANITATION FACILITY (PORTABLE RESTROOM.)
- Ⓒ PROVIDE CONCRETE WASHOUT.
- Ⓓ PROVIDE ENCLOSURE FOR STORAGE OF DOCUMENTS (PERMITS, SWPPP, INSPECTION FORMS, ETC.)
- Ⓔ PROVIDE INLET PROTECTION PRIOR TO GRADING ACTIVITIES. MAINTAIN THROUGHOUT CONSTRUCTION. REMOVE UPON FINAL STABILIZATION.
- Ⓕ INSTALL PERIMETER MEASURES PRIOR TO STARTING CONSTRUCTION.
- Ⓖ CONSTRUCTION LIMITS. ■■■■■■
- Ⓗ ROOF DIRECTION.
- Ⓘ DOWN SPOUT.

NOTES

- CONTRACTOR TO PROVIDE STOCKPILE TEMPORARY EXCAVATION SPOILS ON SITE AND PROVIDE PERIMETER MEASURES ON DOWN-SLOPE SIDE OF PILE TO CONTAIN RUNOFF AND PREVENT SEDIMENT TRANSPORTATION.
- FINAL RESTORATION OF ALL NON-PAVED DISTURBED AREAS TO BE SEEDED AND MULCHED WITH TYPE 1 LAWN MIXTURE UNLESS SHOWN OTHERWISE.
- CONTRACTOR TO PROVIDE APPROPRIATE TRAFFIC CONTROL WHEN NECESSARY. TRAFFIC CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- STORM WATER MANAGEMENT FOR THIS SITE HAS BEEN ACCOUNTED FOR WITH THE ORIGINAL DEVELOPMENT OFFSITE.
- ALL SEEDED AREAS ARE TO BE MULCHED AND SLOPES OF GREATER THAN 4:1 ARE TO BE SEEDED AND MATTED.

LEGEND:


- ~~~~~ SILT FENCE OR FILTER SOCK
- ➡ SURFACE FLOW DIRECTION

STORMWATER POLLUTION PREVENTION:

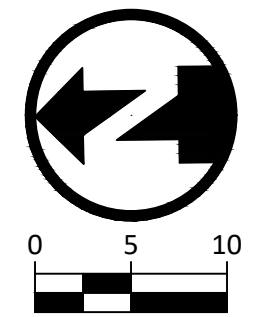
SITE AREA: THE SITE IS APPROXIMATELY 0.33 ACRES OF WHICH 0.33 ACRES WILL BE DISTURBED BY CONSTRUCTION ACTIVITIES.

RECEIVING WATERS: THE DEVELOPMENT SITE WILL DRAIN A TRIBUTARY OF HOOVER CREEK TO HOOVER CREEK AND ULTIMATELY TO THE CEDAR RIVER.

NOT FOR CONSTRUCTION

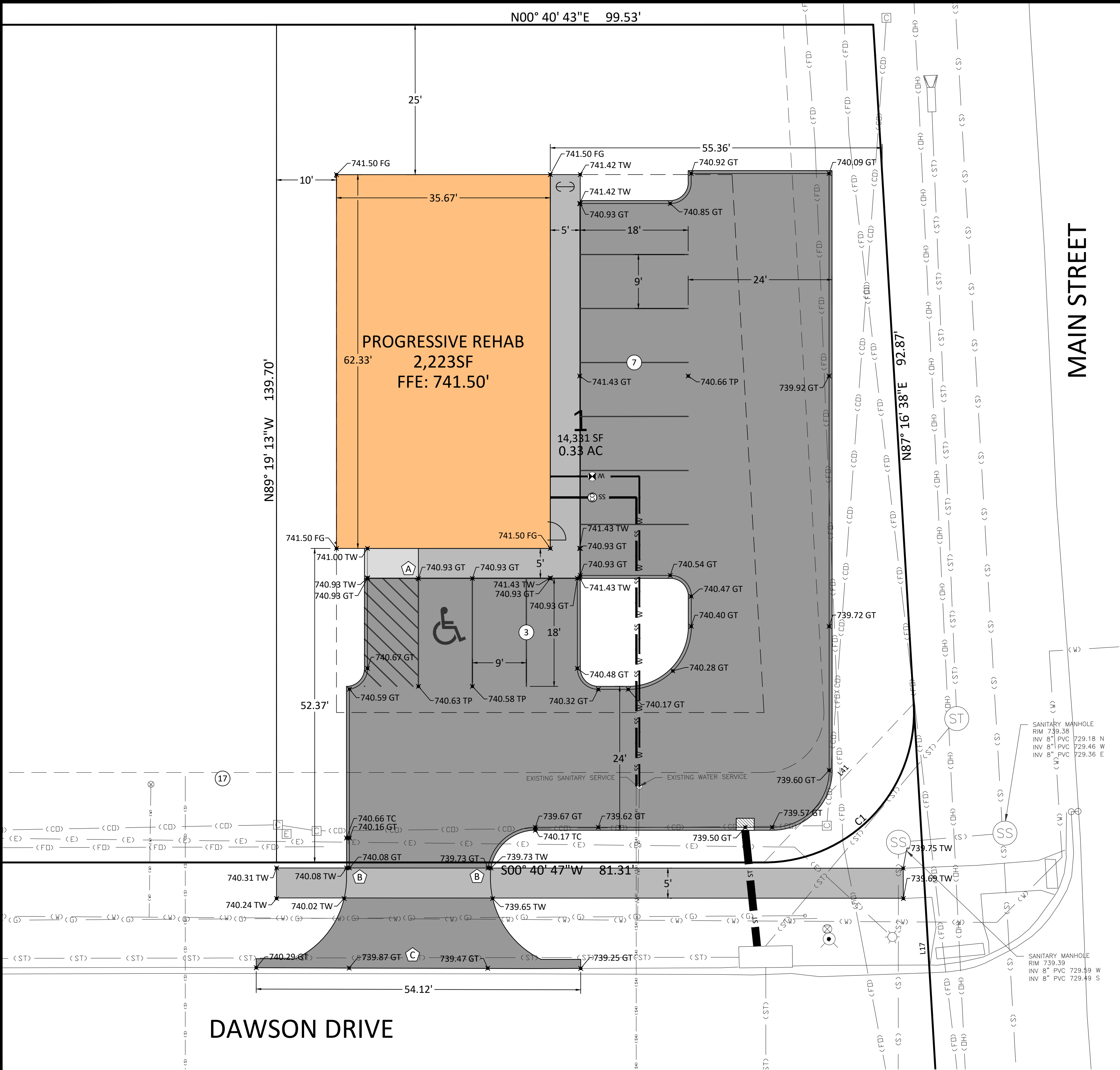
ENGINEER:

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DRAWING LOG	
REV	DESCRIPTION OF CHANGES
1	FIRST SUBMITTAL

PROJECT NAME:	PROGRESSIVE REHAB
SHEET NAME:	EROSION CONTROL PLAN
PROJECT NO.:	210119
SHEET NUMBER:	C3.00
WEST BRANCH, IA 52358	
CLIENT NAME:	BOELK
DESIGN PROFESSIONAL:	BOELK



PAVING PLAN KEY NOTES:

- A** SIDEWALK AT ADA STALLS TO SLOPE DOWN TO GUTTER ELEVATION AT 12:1 SLOPE (MAX)
- B** BEGIN TRANSITION FROM NO CURB TO STANDARD CURB. SEE PCC CURB DETAILS SUDAS PV-102
- C** INSTALL PROPOSED CONCRETE DRIVEWAY PER SUDAS TYPE A 7030.101 DRIVEWAY, GRINDING MACHINE TO BE USED TO REMOVE EXISTING CURB.

GENERAL NOTES:

- JOINTING PLAN TO BE SUBMITTED BY PAVING CONTRACTOR FOR ENGINEER REVIEW PRIOR TO PLACEMENT.
- SEE SUDAS SECTION 7010 FOR ADDITIONAL CONCRETE PAVING REQUIREMENTS
- ASSUME STANDARD 6" CURB UNLESS NOTED OTHERWISE.

LEGEND	
	SIDEWALK PCC PAVEMENT
	STANDARD DUTY PCC PAVEMENT
	SIDEWALK RAMP

NOT FOR CONSTRUCTION

ENGINEER:

DRAWING LOG	
REV	DESCRIPTION OF CHANGES
1	FIRST SUBMITTAL

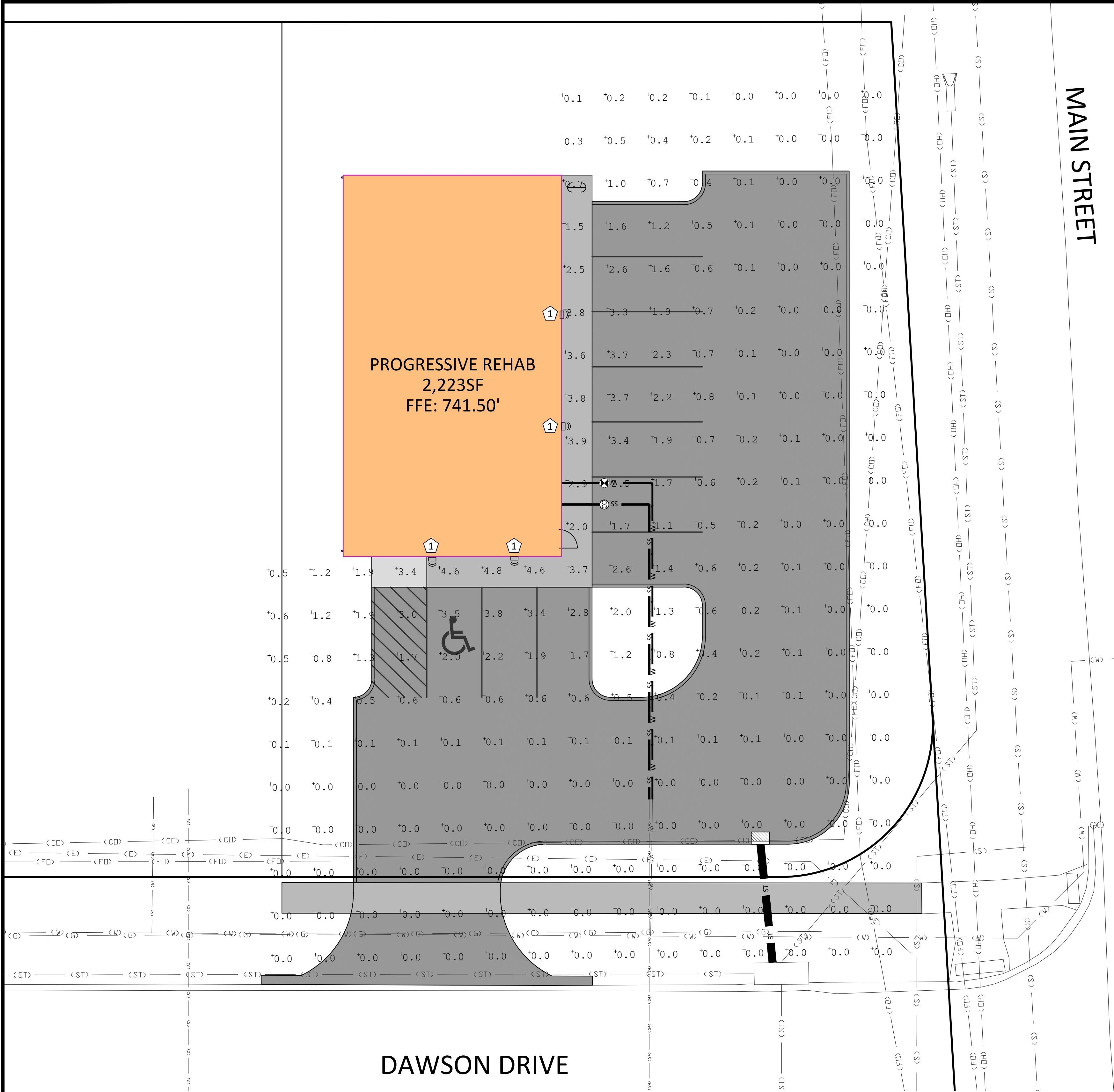
PROJECT NAME:
PROGRESSIVE REHAB

PROJECT NO.:
210119

SHEET NUMBER:
C4.00

CLIENT NAME:
WEST BRANCH, IA 52358

DESIGN PROFESSIONAL:
BOELK



MAIN STREET

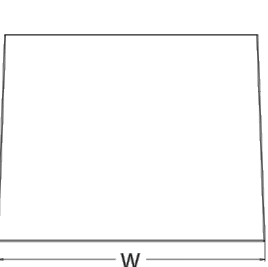
DAWSON DRIVE



WEDGE2 LED
Architectural Wall Sconce
Visual Comfort Optic



Specifications
Depth (D1): 7"
Depth (D2): 1.5"
Height: 9"
Width: 11.5"
Weight: 13.5 lbs
(without options)



Catalog Number
Notes
Type

Introduction
The WEDGE LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean rectilinear design comes in four sizes with lumen packages ranging from 1,200 to 25,000 lumens, providing a true site-wide solution. Embedded with nLight® AIR wireless controls, the WEDGE family provides additional energy savings and code compliance.
WEDGE2 delivers up to 6,000 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. When combined with multiple integrated emergency battery backup options, including an 18W cold temperature option, the WEDGE2 becomes the ideal wall-mounted lighting solution for pedestrian scale applications in any environment.

WEDGE LED Family Overview

Luminaire	Optics	Standard EM, 0°C	Cold EM, -20°C	Sensor	Approximate Lumens (4000K, 80CRI)						
					P0	P1	P2	P3	P4	P5	P6
WEDGE1 LED	Visual Comfort	4W	18W	Standalone / nLight	750	1,200	2,000	3,000	4,500	6,000	—
WEDGE2 LED	Visual Comfort	10W	18W	Standalone / nLight	700	1,200	2,000	3,200	4,200	—	—
WEDGE3 LED	Precision Refractive	15W	18W	Standalone / nLight	—	7,500	8,500	10,000	12,000	—	—
WEDGE4 LED	Precision Refractive	—	—	Standalone / nLight	—	12,000	16,000	18,000	20,000	22,000	25,000

Ordering Information

EXAMPLE: WEDGE2 LED P3 40K 80CRI VF MVOLT SRM DDBXD

Series	Package	Color Temperature	CR	Distribution	Voltage	Mounting
WEDGE2 LED	P1* P2* P3* P4* P5*	27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K* 5000K	80CRI 90CRI	VF VW	Visual comfort Forward throw Visual comfort wide	MVOLT 347V 480V ICW Indirect Canopy/Ceiling Washer bracket (dry/damp locations only)

Options	Finish
E4WH Emergency battery backup, Certified in CA Title 20 MAEDBS (4W, 0°C min)	DDBXD Dark bronze
E10WH Emergency battery backup, Certified in CA Title 20 MAEDBS (10W, 5°C min)	DBLXD Black
E20WC Emergency battery backup, Certified in CA Title 20 MAEDBS (18W, -20°C min)	DNAXD Natural aluminum
PE* Photocell, Button Type	DWHXD White
DS* Dual switching (comes with 2 drivers and 2 light engines; see page 5 for details)	DSSXD Sandstone
DMG* 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately)	DOBXTD Textured dark bronze
BCE Bottom conduit entry for back box (PBXB), Total of 4 entry points.	DBLBD Textured black
BAA Buy America(n) Act Compliant	DNAXTD Textured natural aluminum
	DWHGXD Textured white
	DSSGXD Textured sandstone

LITHONIA LIGHTING COMMERCIAL OUTDOOR One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.lithonia.com WEDGE2 LED Rev. 03/01/22
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GENERAL NOTES:

- THE ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH NEC 2017 AND ALL APPLICABLE LOCAL CODES.
- CONTRACTOR SHALL FURNISH, INSTALL AND CONNECT ALL MATERIAL AND EQUIPMENT FOR THIS WORK UNLESS OTHERWISE NOTED.
- ELECTRICAL CONTRACTOR TO VERIFY AVAILABLE VOLTAGE PRIOR TO ORDERING MATERIAL.
- CONTROLS ARE NOT PROVIDED AS PART OF THIS WORK. COORDINATE EXTERIOR LIGHTING CONTROLS WITH ENGINEER/CONTRACTOR FOR BUILDING.
- INSTALL CONDUIT AND CONDUCTORS TO EACH FIXTURE, TYPE AND SIZE DEPENDS ON AVAILABLE VOLTAGE. CONFIRM AVAILABLE VOLTAGE WITH ENGINEER/CONTRACTOR FOR BUILDING.

LIGHTING PLAN KEYNOTES:

- 1 F1: PROPOSED LIGHT FIXTURE
MANUFACTURER: LITHONIA LIGHTING
MODEL #: WEDGE2 LED P2 40K 80CRI T3M
MOUNTING: 9' 8"
WATTAGE: 10W

TOTAL OUTDOOR LIGHT OUTPUT			
TAG	QUANTITY	LUMENS	TOTAL LUMENS
F-1	4	2,000	8,000
		TOTAL	8,000
		LUMENS PER NET ACRE (0.33)	24,242

NOT FOR CONSTRUCTION

ENGINEER:

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0 5 10

DRAWING LOG

REV	DESCRIPTION OF CHANGES	DATE
1 <td>FIRST SUBMITTAL</td> <td>05-11-2022</td>	FIRST SUBMITTAL	05-11-2022

PROJECT NAME:

PROGRESSIVE REHAB

PROJECT NO.:

210119

CLIENT NAME:

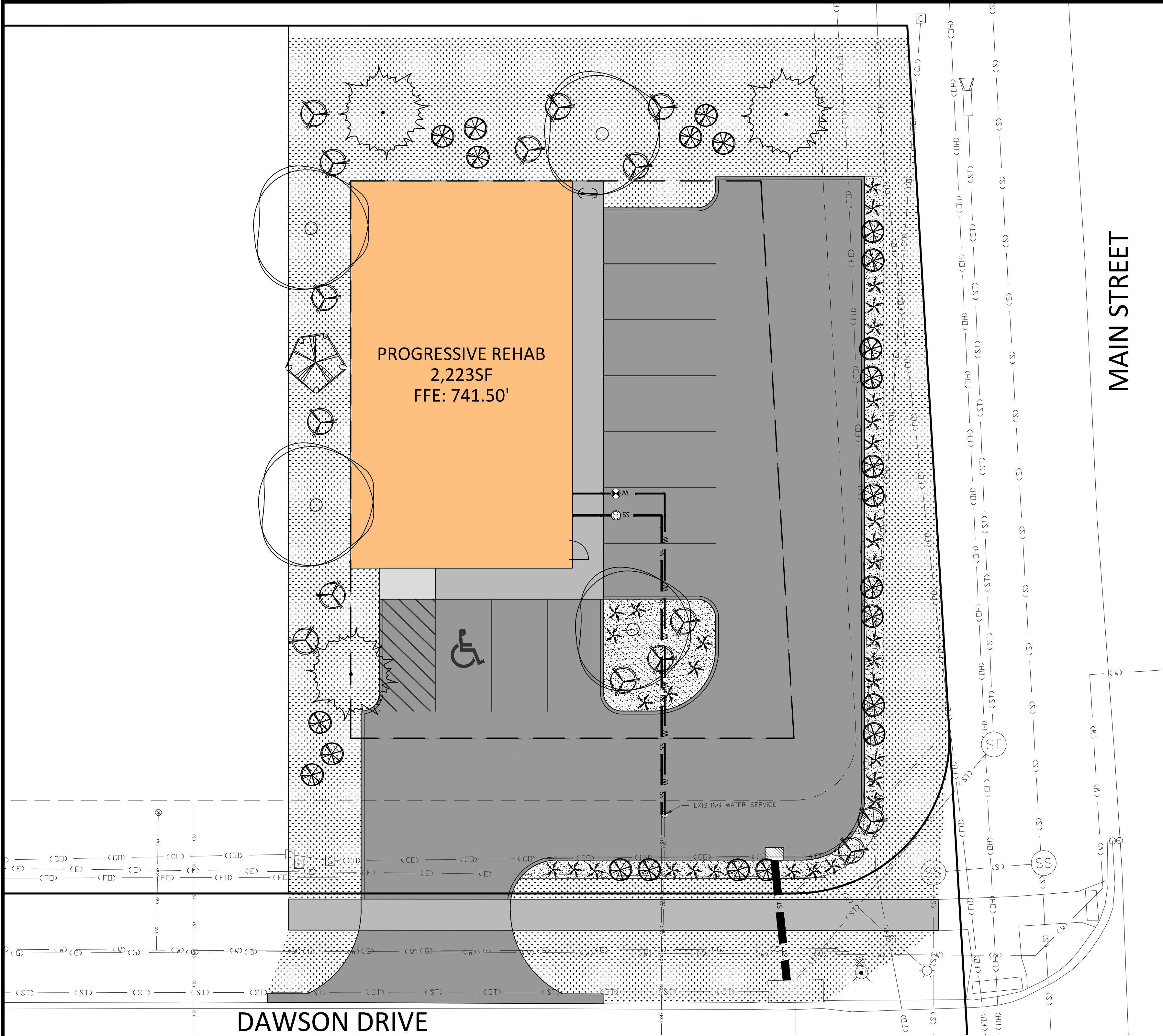
WEST BRANCH, IA 52358

DESIGN PROFESSIONAL:

BOELK

SHEET NUMBER:

E.01



MAIN STREET

LANDSCAPE LEGEND

PLANTS:

- SR: PROPOSED DECIDUOUS LARGE TREE
- SKF: PROPOSED EVERGREEN LARGE TREE
- LT: PROPOSED DECIDUOUS SMALL TREE
- SJ: DECIDUOUS SHRUB
- JXP: EVERGREEN SHRUB
- SSS: ORNAMENTAL GRASSES

GROUND COVER:

- [Pattern]: ROCK MULCH WITH STEEL EDGING OR APPROVED ALTERNATIVE/EQUAL
- [Pattern]: TYPE 1 SEED, FERTILIZE, AND MULCH

ID	QTY.	BOTANICAL/COMMON NAME	MAT. SIZE	ROOT	SPACING	NOTES
DECIDUOUS TREES						
SR	4	Syringa Reticulata JAPANESE TREE LILAC	25' H X 20' W	BB	SEE PLAN	MIN. OF 1.5" TRUNK DIAMETER AT 6" ABOVE GRADE
LT	1	Liriodendron Tulipifera TUPLIP TREE	60' H X 40' W	BB	SEE PLAN	MIN. OF 1.5" TRUNK DIAMETER AT 6" ABOVE GRADE
DECIDUOUS SHRUBS						
SJ	23	Spirea Japonica 'Walburna' MAGIC CARPET SPIREA	2' H X 2' W	BB	SEE PLAN	MIN. OF 12" HEIGHT WHEN PLANTED
EVERGREEN TREES						
SKF	3	Abies Koreana 'Silberlocke' SILVER KOREAN FIR	12' H X 8' W	BB	SEE PLAN	MIN. OF 36" HEIGHT WHEN PLANTED
EVERGREEN SHRUBS						
JXP	15	Juniperus x Pfitzeriana 'Mint Julep' MINT JUJELP CHINESE JUNIPER	4-5' H X 4-8' W	2 GAL.	SEE PLAN	MIN. OF 24" HEIGHT WHEN PLANTED
ORNAMENTAL PLANTS AND GRASSES						
SSS	33	Schizachyrum Scoparium 'Standing Ovation' PP#25, 202 STANDING OVATION LITTLE BLUE STEM	2-3' H X 1-2' W	2GAL.	SEE PLAN	MIN. OF 24" HEIGHT WHEN PLANTED
ALL PLANTS NURSERY MATCHED, QUALITY SPECIMEN; PLANS SHALL SUPERCEDE PLANT COUNTS						

NOT FOR CONSTRUCTION

ENGINEER:

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REV	DESCRIPTION OF CHANGES	DATE
1	FIRST SUBMITTAL	05-11-2022

PROJECT NAME:
PROGRESSIVE REHAB

WEST BRANCH, IA 52358

CLIENT NAME:

PROJECT NO.:
210119

DESIGN PROFESSIONAL:
BOELK

SHEET NAME:
LANDSCAPE PLAN

SHEET NUMBER:
L1.00



REQUEST FOR COUNCIL CONSIDERATION

MEETING DATE: June 6, 2022

AGENDA ITEM: Direction regarding capital improvement plan. /Feedback Needed
--

PREPARED BY: City Administrator, Adam Kofoed

DATE: May 31, 2022

BACKGROUND:

With increased costs and likely increased interest rates staff needs additional feedback from city council.

Feedback needed

1. Does council want to keep the bond at roughly \$100/yr. for a home valued at \$200,000?
(we discussed this direction in Dec. budget work session)
2. Does council agree with staff's priorities for East Side Phase 1?
 - a. 6th St.
 - b. College St. with paving
 - c. Cedar St.
 - d. Parkside Dr.
 - e. Main St.
 - f. Orange St. with paving
3. Does council want water relocation from bond or capital reserve levy?
 - a. Projected balance at end of FY 24 is \$111,000

How it's funded:

- \$45,000 a year from TIF (Parkside increase revenue)
- Varies but roughly \$170,000 a year in debt service general fund levy.
- (CA) Remind council about \$10,000,000 rule.

Attachments:

1. East Side Phase I Recommendation
2. CIP Map
3. Preliminary General Obligation Costs
4. 2023 Funding statements

East Side Water Main Improvements
West Branch, Iowa
5/13/2022

Segment	Year	Const. Cost 20	Const. Cost 22	%	Total w/Eng.
6th Street	1	\$ 456,084.00	\$ 474,042.31	3.79%	* \$ 535,873.91
4th Street	2	\$ 336,800.00	\$ 388,558.21	13.32%	\$ 439,239.71
Main Street	2	\$ 171,600.00	\$ 201,033.63	14.64%	* \$ 227,255.41
College St Paving	3	\$ 445,155.00	\$ 531,415.06	16.23%	* \$ 600,730.07
Orange St Paving	3	\$ 445,200.00	\$ 508,164.53	12.39%	* \$ 574,446.86
Water Street	3	\$ 95,400.00	\$ 97,229.34	1.88%	\$ 109,911.43
2nd Street	4	\$ 197,800.00	\$ 210,779.76	6.16%	\$ 238,272.78
Cedar Street	4	\$ 75,000.00	\$ 80,322.33	6.63%	\$ 90,799.15
Parkside Drive	4	\$ 72,000.00	\$ 76,406.81	5.77%	\$ 86,372.91
		\$ 2,295,039.00	\$ 2,567,951.96	8.98%	\$ 2,902,902.21

Main

6th St.	\$ 535,873.91
College St.	\$ 600,730.07
Cedar St.	\$ 90,799.15
Parkside Dr.	\$ 86,372.91
Water St.	\$ 109,911.43
	\$ 1,423,687.46

Parkside Dr	\$ 86,372.91
Cedar St	\$ 90,799.15
Water St.	\$ 109,911.43
Main ST.	\$ 227,255.41
S 2nd Street	\$ 238,272.78
4th St.	\$ 439,239.71
	\$ 1,187,691.38

City of West Branch, Iowa

\$2,270,000 General Obligation Corporate Purpose Bonds, Series 2023

Date of Bonds:		02/Jan/23		15 Year Maturity												\$100,000 Assessed \$54,130.20 Taxable Value	
Date	Principal	Estimated Interest Rate	Interest	Principal and Interest	Fiscal Year	Estimated Series 2023 Debt Service	Total	Less Annual Revenue TIF-Old/New	Less Annual Revenue Water	Estimated Net Debt Service	Taxable Valuation 1/1/21	ETV Growth Assumptions	Estimated Tax Rate Per (\$1000 ETV)				
01/Dec/23			\$76,675.28	\$76,675.28													
01/Jun/24	\$ 55,000	3.000%	41,950.00	96,950.00	2023	\$173,625.28	\$173,625.28	\$90,135.14		\$83,490.14	\$ 174,626,444		\$ 0.48	\$ 25.88			
01/Dec/24			41,125.00	41,125.00										-			
01/Jun/25	65,000	3.000%	41,125.00	106,125.00	2024	147,250.00	147,250.00	88,200.00		59,050.00	174,626,444		0.34	18.30			
01/Dec/25			40,150.00	40,150.00										-			
01/Jun/26	150,000	3.000%	40,150.00	190,150.00	2025	230,300.00	230,300.00	91,250.00		139,050.00	174,626,444		0.80	43.10			
01/Dec/26			37,900.00	37,900.00										-			
01/Jun/27	150,000	3.000%	37,900.00	187,900.00	2026	225,800.00	225,800.00	89,150.00		136,650.00	174,626,444		0.78	42.36			
01/Dec/27			35,650.00	35,650.00										-			
01/Jun/28	155,000	3.500%	35,650.00	190,650.00	2027	226,300.00	226,300.00	87,050.00		139,250.00	174,626,444		0.80	43.16			
01/Dec/28			32,937.50	32,937.50										-			
01/Jun/29	160,000	3.500%	32,937.50	192,937.50	2028	225,875.00	225,875.00	89,600.00		136,275.00	174,626,444		0.78	42.24			
01/Dec/29			30,137.50	30,137.50										-			
01/Jun/30	205,000	3.500%	30,137.50	235,137.50	2029	265,275.00	265,275.00	91,975.00		173,300.00	174,626,444		0.99	53.72			
01/Dec/30			26,550.00	26,550.00										-			
01/Jun/31	210,000	3.500%	26,550.00	236,550.00	2030	263,100.00	263,100.00	89,175.00		173,925.00	174,626,444		1.00	53.91			
01/Dec/31			22,875.00	22,875.00										-			
01/Jun/32	220,000	3.500%	22,875.00	242,875.00	2031	265,750.00	265,750.00	91,375.00		174,375.00	174,626,444		1.00	54.05			
01/Dec/32			19,025.00	19,025.00										-			
01/Jun/33	220,000	4.000%	19,025.00	239,025.00	2032	258,050.00	258,050.00	88,400.00		169,650.00	174,626,444		0.97	52.59			
01/Dec/33			14,625.00	14,625.00										-			
01/Jun/34	135,000	4.000%	14,625.00	149,625.00	2033	164,250.00	164,250.00			164,250.00	174,626,444		0.94	50.91			
01/Dec/34			11,925.00	11,925.00										-			
01/Jun/35	135,000	4.000%	11,925.00	146,925.00	2034	158,850.00	158,850.00			158,850.00	174,626,444		0.91	49.24			
01/Dec/35			9,225.00	9,225.00										-			
01/Jun/36	135,000	4.500%	9,225.00	144,225.00	2035	153,450.00	153,450.00			153,450.00	174,626,444		0.88	47.57			
01/Dec/36			6,187.50	6,187.50										-			
01/Jun/37	135,000	4.500%	6,187.50	141,187.50	2036	147,375.00	147,375.00			147,375.00	174,626,444		0.84	45.68			
01/Dec/37			3,150.00	3,150.00										-			
01/Jun/38	140,000	4.500%	3,150.00	143,150.00	2037	146,300.00	146,300.00			146,300.00	174,626,444		0.84	45.35			
01/Dec/38														-			
01/Jun/39					2038						174,626,444		-	-			
01/Dec/39														-			
01/Jun/40					2039						174,626,444		-	-			
01/Dec/40														-			
01/Jun/41					2040						174,626,444		-	-			
01/Dec/41														-			
01/Jun/42					2041						174,626,444		-	-			
01/Dec/42														-			
01/Jun/43					2042						174,626,444		-	-			
Total	\$2,270,000		\$781,550.28	\$3,051,550.28		\$3,051,550.28	\$3,051,550.28	\$896,310.14		\$2,155,240.14			\$ 0.82 Average	\$ 44.54 Average			

Net Interest Rate
Bond Years
Average Life

3.987679%
20,054.528
8.835

Premium
Discount \$18,160.00

run date: 13/May/22
file name:

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

TEMPORARY USE AGREEMENT

THIS TEMPORARY USE AGREEMENT is entered into by and between the City of West Branch, Iowa (hereinafter referred to as “City”) and Bedrock, LLC (hereinafter referred to as “Owner”).

WHEREAS, Owner is the owner of real property legally described as Lot 1, Procter & Gamble Second Addition to West Branch, Iowa and generally referred to as 1001 S. Downey Street, West Branch, Iowa (the “Property”); and

WHEREAS, the City is in the process of upgrading its sanitary sewer treatment facility and in doing so had to temporarily remove its brush pile from that area; and

WHEREAS, the City has contacted Owner about the temporary relocation of the City’s brush pile to the Property; and

WHEREAS, Owner has agreed to the temporary relocation of the City’s brush pile to the Property subject to the terms and conditions below.

NOW, THEREFORE, for the parties mutual consideration, the sufficiency of such is hereby acknowledged, the parties agree as follows:

1. Access. The Owner hereby grants the City access to the Property for the relocation of its brush pile, subject to the following conditions:
 - a. The City, at its sole cost and expense, shall install a temporary drive to the Property by installing a culvert, along with a gate and fence at a location agreeable to the Owner. City shall be responsible for ensuring that access to the temporary drive is locked at all times when not in use by the City.
 - b. The temporary drive location shall be delineated by posts and rope.
 - c. Only City employees and agents shall have access to the Property, the general public is not allowed to access the Property.
 - d. City shall keep the trees/brush and yard waste separated on the Property.
 - e. City shall, at its sole cost and expense, engage the services of a contractor to grind the trees/brush on the Property.
 - f. All waste shall remain on the Property after the termination of this Agreement.

2. Indemnification. The City shall indemnify and hold harmless the Owner, its employees and agents, from any and all liability for loss, cost, damage and expenses (including reasonable attorneys' fees and costs) resulting or incurred by the negligent acts or omissions of the City by virtue of use of the Property by the City.
3. Term of Agreement. This Agreement shall be in full force and effect upon execution of this Agreement by the parties and shall terminate on the later of November 30, 2023, or at the time that the City's Wastewater Treatment Plant project is accepted by the City.

Dated this _____ day of _____, 2022.

BEDROCK, LLC:

CITY:

By: _____

By: _____

Roger Laughlin, Mayor

Print name and title

ATTEST:

By: _____

Leslie Brick, City Clerk