

# City of West Branch

~A Heritage for Success~

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

## CITY COUNCIL MEETING AGENDA

**Monday, August 4, 2014 • 7:00 p.m.**

**City Council Chambers, 110 North Poplar Street**

*Action may be taken on any agenda item.*

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Welcome
5. Approve Agenda/Consent Agenda/Move to action.
  - a. Approve minutes from the July 21, 2014 City Council Meeting.
  - b. Approve minutes from the July 21, 2014 City Council Work Session.
  - c. Approve claims.
  - d. Approve destruction of records with Document Destruction & Recycling Services listed on Records Destruction Form per the Record Retention Manual for Iowa Cities.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
  - a. Mayor Mark Worrell – Recognition of Main Street Antiques & Art.
  - b. Resolution 1223, directing the Mayor to send a letter to the Hoover Presidential Foundation./Move to action.
  - c. First Reading of Ordinance 726, amending Chapter 26 West Branch Preservation Commission./Move to action.
  - d. Resolution 1221, approving a 28E agreement, establishing mutual law enforcement services between Cedar County, the City of Tipton, the City of West Branch, the City of Clarence, the City of Mechanicsville, the City of Durant, the City of Lisbon, the City of Mount Vernon, the 7<sup>th</sup> Judicial District Department of Correctional Services, and authorizing local officials to perform thereunder./Move to action.
  - e. Resolution 1222, approving Rules and Regulations for the West Branch Dog Park./Move to action.
  - f. Resolution 1224, approving the taking of bids on the Oliphant Street Sidewalk Improvements – Phase II Project./Move to action.
  - g. Resolution 1225, approving a maintenance proposal for the EDI Aeration System from Aeration Works in the amount of \$22,590.00./Move to action.

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

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## **CITY COUNCIL MEETING AGENDA**

**Monday, August 4, 2014 • 7:00 p.m. (continued)**

**City Council Chambers, 110 North Poplar Street**

*Action may be taken on any agenda item.*

- h. Resolution 1226, Requesting the Cedar County Board of Supervisors to Set a Date for an Election on the Imposition of a Local Option Sales and Services Tax in the City of West Branch./Move to action.
- i. Resolution 1227, Requesting the Johnson County Board of Supervisors to Set a Date for an Election on the Imposition of a Local Option Sales and Services Tax in the City of West Branch./Move to action.
- j. Resolution 1228, Resolution setting date for public hearing on amendment to urban renewal plan amendment./Move to action.
- 8. City Staff Reports
  - a. City Administrator Matt Muckler – Upcoming Council Meetings/Work Sessions
  - b. City Engineer Dave Schechinger – Potential Building Permit Enhancements
  - c. Public Works Director Matt Goodale – Sealcoat and Other Budget Issues
- 9. Comments from Mayor and Council Members
  - a. Mayor Mark Worrell – Hoover's Hometown Days
- 10. Motion to adjourn to closed session to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where the disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation pursuant to Section 21.5(c) of the Code of Iowa.
- 11. Adjournment

## **CITY COUNCIL WORK SESSION**

**Monday, August 4, 2014**

**Immediately following regular City Council Meeting**

**City Council Chambers, 110 North Poplar Street**

- 1. Call to order
- 2. Roll call
- 3. Municipal Leadership Academy Part III – Emergency Management
- 4. Adjourn

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

*(The following is a synopsis of the minutes of the West Branch City Council meeting. The full text of the minutes is available for inspection at the City Clerk's office. The minutes are not approved until the next regularly scheduled City Council meeting.)*

**West Branch, Iowa  
Council Chambers**

**City Council  
Meeting**

**July 21, 2014  
7:00 p.m.**

Mayor Mark Worrell opened the West Branch City Council meeting at 7:02 p.m. by welcoming the audience and the following City staff: City Administrator Matt Muckler, Police Chief Mike Horihan, Public Works Director Matt Goodale, City Attorney Kevin Olson, and City Engineer Dave Schechinger. Council members: Colton Miller, Brian Pierce, Tim Shields, and Mary Beth Stevenson. Councilperson Jordan Ellyson was absent.

### **APPROVE AGENDA/CONSENT AGENDA**

- a. Approve minutes from the June 23, 2014 City Council Meeting and City Council Work Session.
- b. Approve claims.
- c. Approve Class C Liquor License with Outdoor Service and Sunday Sales for Casa Tequila Foods 3, Inc. DBA Casa Tequila Authentic Mexican Grill.
- d. Approve Class B Beer Permit (includes wine coolers) with Outdoor Service for West Branch Firefighters Inc. on August 1, 2014 and August 2, 2014.
- e. Approve payment to Visu-Sewer, Inc. in the amount of \$80,951.13 for Partial Pay Estimate No. 2 Sanitary Sewer Rehabilitation – Phase 1.

Motion by Shields to approve, second by Pierce. AYES: Shields, Pierce, Miller, Stevenson NAYS: None. ABSENT: Ellyson. Motion carried.

Date 7-21-14	City of West Branch	
	Claims Report	
Alliant Energy	Various Depts. - Utilities	7,853.46
Amazon	Library/Comm & Cult - Supplies	482.45
Bailey, Kassie	P & R- Reimb. Mileage	97.35
Baker & Taylor Inc.	Library - Books	1,060.22
Barnhart's Custom Services	Sewer - Service	3,074.81
Barron Motor Supply	Streets/Fire - Supplies	103.39
Ben Jimenez	Library - Summer Reading Program	350.00
Big Ten Rentals	Comm & Cult - HHTD Tent	350.33
Cedar County Auditor	Sol Waste/Fire/Police -FY15 Agreements	18,306.86
Cedar County Recorder	Legal - Document Recordings	32.00
Cedar County Treasurer	P&R - 2nd 1/2 Wapsi 2012 Taxes	1,534.00
Cedar Rapids Photo Copy	Library - Service	158.15
Centurion Technologies Inc	Library - Annual Maint Fee	88.33
Chris Jones Trucking	Streets - Hauled Roadstone	160.50
City Of Tipton Rec Dept	Park & Rec -Swim/Baseball Fees	220.00
Community State Bank	Fire Dept Expansion Loan Pmt	8,364.57

Computer Projects Of Il	Police-Messenger License Renewal	343.20
Costco Wholesale	P&R/Library - Supplies	366.13
Croell Redi-Mix Inc	Streets - S 1st St Project	393.50
Culligan Water	Fire - Water Cond Rental	33.95
Deweys Jack & Jill	P&R/Library - Supplies	289.99
Diamond Vogel Paints	Streets - Traffic Paint/Supplies	1,028.00
Dorsey & Whitney	Legal- Legal Srvs Thru 6-30-14	11,586.02
East Cent Intergovt Asn.	Admin - FY15 Membership Dues	1,346.76
EFTPS	Federal Withholdings	6,492.97
ETS Corporation	Water/Sewer - Credit Card Fees	479.38
F&B Communications	Admin/Library - Website Host/Computer	719.95
FEH Associates	Park&Rec-Proj 2014206 Comm Ctr	590.00
Fenner, Coleman	Park & Rec - Youth Umpire	75.00
Financial Adjustment Bureau	Library - Service	18.40
Galls	Police - Uniforms	486.83
General Pest Control	Library - Pest Control	70.00
George Lawson Consulting	Library - Final Charrette Fee	610.88
GreatAmerica Leasing	Admin - Copier Lease	252.06
Harry's Custom Trophies	Park & Rec - Supplies	418.00
Hawkins	Water - Azone 15	931.00
HD Cline Company	Cemetery - Parts	111.54
IMWCA	Various Depts- Work Comp Dep	10,847.00
Int'l Inst Of Municipal Clerks	Admin -IIMC Dues FY15/CMC Fee	330.00
Iowa Assn. Mun. Utilities	Sewer - ISWEP Dues	510.00
Iowa City Landscaping	Streets - Maher Planting	511.50
Iowa City Press-Citizen	Library - Subscription	216.41
IC/County Management	Admin - FY15 Dues	120.00
Iowa DNR	Water - FY15 Water Supply Fee	271.47
Iowa Dept Of Public Safety	Police - FY15 Annual Fee	1,200.00
Iowa League Of Cities	Admin - FY15 Member Dues	1,227.00
Iowa One Call	Water/Sewer - Service	41.40
Iowa Rural Water Assoc.	Water - Fall Conf Training	130.00
Joey Dean Wenndt	Fire - July Training	150.00
Johnson County Emerg. Man.	Fire - FY15 Hazmat 28e	47.50
Johnson County Refuse	Solid Waste - Recycling June	3,690.75
Kevin Olson	Legal Services For July 2014	1,500.00
L. L. Pelling Co.	Streets - Green St/N Maple Projects	61,442.80
Lenoch & Cilek	Park & Rec - Supplies	26.25
Liberty Communications	Various Depts. - Phone Service	1,101.93
Librarica	Library - Support Renewal	313.35
Linn County R.E.C.	Streets - Utilities	135.00
Lynch's Excavating	Sewer - Service	110.00
Lynch's Plumbing	Fire/Water - Service/Curb Stop Repair	565.00

Mary Baldwin	Park & Rec - Youth Umpire	75.00
Matt Parrott	Water/Sewer - Utility Bills	478.52
Midwest Frame & Axle	Fire - Service Truck	1,738.66
Midwest Janitorial Service	Lib/TH/Admin/Police - Cleaning	646.56
Municipal Supply Inc.	Water - Supplies	62.93
National Park Service	Comm&Cult - Summer Concerts	500.00
Oasis Electric	P&R- New Srv Lions Field	3,476.75
Overdrive Inc	Library - Ebooks	267.43
Payroll Expense	Payroll	27,948.30
Pitney Bowes	Library - Postage Meter Lease	120.00
Pitney Bowes Inc	Admin - Postage Meter Lease	227.50
Pitney Bowes Purchase Power	Admin/Water/Sewer - Postage	500.00
Plumbers Supply Co.	Water - Supplies	179.52
Plunkett's Pest Control	Admin/Town Hall - Pest Control	93.35
Port 'O' Jonny Inc.	Cemetery/P&R - Service	174.00
Poula, Haley	Park & Rec - Youth Umpire	75.00
Qc Analytical Services	Sewer-Wastewater Training/Testing	709.00
Quality Engraved Signs	Admin - Nameplate	16.75
Quill Corp	Library/Admin - Office Supplies	419.68
River Products	Streets - Roadstone	234.84
S & G Materials	Streets - Sand	69.40
Seneca Companies	Streets - Service Soil Samples	1,755.00
Shanelle Peden	Cable - Videotaping	150.00
Springdale Agency	Streets - W/C 2013 Audit Prem	1,419.00
Terence Goerd	Admin - Building Inspections	245.00
The Park It Bike Racks	Park&Rec - Bike Rack	753.77
Treasurer State Of Iowa	Iowa Sales Tax - June 2014	2,612.00
Trugreen	Park & Rec-Service Lions Field	590.00
Tyler Technologies	Adm/Wtr/Sew/Cem-Soft Sub Fees	8,378.00
U Of I: State Hygienic Lab	Water - Testing	24.00
UPS	Sewer - Shipping	71.90
Upstart	Library - Supplies	15.90
US Bank Equipment Finance	Library - Copier Contract	76.32
Veenstra & Kimm Inc.	Sewer/Streets/Legal/P&Z - Engineering	14,107.36
Wageworks	Flex – HCFSA 2014 Payment	5.00
Walmart	Library - Supplies	330.13
West Branch Firefighters	Fire-Payroll Dues 6/13 - 5/14	31,720.00
West Branch Repairs	Streets/Fire - Service	2,736.70
West Branch Times	Legal - Publications	1,882.63
WEX Bank	Police - Fuel	519.28
Windstar Lines	Park&Rec - Deposit For Bus Trip	100.00
Wood Products Of Iowa	Streets - Grind Brush Pile	9,146.00

	Grand Total	268,018.52
Fund Totals		
001 General Fund		152,691.78
022 Civic Center		585.61
031 Library		10,389.07
036 Tort Liability		11,907.00
110 Road Use Tax		49,850.41
112 Trust And Agency		1,472.58
226 Go Debt Service		8,364.57
600 Water Fund		14,508.82
610 Sewer Fund		18,243.68
950 BC/BS Flexible Benefit		5.00
Grand Total		268,018.52

## COMMUNICATIONS/OPEN FORUM

No comments were made during the communications/open forum portion of the meeting.

## PUBLIC HEARING/NON-CONSENT AGENDA

### Mayor Mark Worrell-Recognition of Main Street Antiques & Art.

Worrell noted that Main Street Antiques & Art owner Lou Picek could not be in attendance and would be contacted to be recognized at future meeting.

### Accept the resignation of Reserve Officer Todd Thurman from the West Branch Police Department.

Motion by Shields to approve the resignation of Todd Thurman, second by Pierce. AYES: Shields, Pierce, Miller, Stevenson. NAYS: None. ABSENT: Ellyson. Motion carried.

### Mayor Mark Worrell – Recognition of Reserve Officer Todd Thurman.

Worrell acknowledged Horihan who recognized Thurman for four years of exemplary service as a reserve officer. Horihan also noted that Thurman was the lead contact for the Department's drug disposal programs and also provided assistance for the Department during Hoover's Hometown Days.

### Third Reading of Ordinance 724, amending Title Chapter 69 "Parking Regulations."

Motion by Stevenson to approve Ordinance 724, second by Miller. AYES: Stevenson, Miller, Pierce, Shields. NAYS: None. ABSENT: Ellyson. Motion carried.

## ORDINANCE NO. 724

AN ORDINANCE AMENDING TITLE CHAPTER 69 "PARKING REGULATONS"

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 69 “PARKING REGULATIONS” of the Code of West Branch, Iowa is hereby amended by adding the following subsection, Section 69.08.66:

**69.08 - NO PARKING ZONES**

66. The north side of Greenview Drive beginning at the east property line of 5 Greenview Drive and extending west 320 feet.

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

Passed and approved this 21st day of July, 2014.

First Reading: June 2, 2014

Second Reading: June 23, 2014

Third Reading: July 21, 2014

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Mark Worrell, Mayor

Attest:

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Matt Muckler, City Administrator/Clerk

Resolution 1215, directing the city administrator to send a letter to certain Pedersen Valley Part IV residents on stormwater issues.

Brian Driscoll, 701 W Orange Street, asked Worrell to recuse himself from the discussion. Driscoll also asked about the minimum low openings. Kirsten Nelson, 703 W Orange Street, asked who is responsible for maintaining the storm drains in the area and how it would be addressed. Nelson also asked about areas being clear of vegetation. Angie Cochran, 801 W Orange Street, asked who is responsible for silts fences, and who monitors their locations after a lot has been developed. Shields asked about the restrictive covenants for the development, and Olson clarified the portion of the covenants that addressed stormwater and natural drainage ways. Muckler noted that it was the City’s responsibility to maintain drains and other stormwater infrastructure within stormwater easements. Muckler noted that the City Council could consider more stringent standards for building permits, such as requiring grading plans for individual lots that might alleviate some of these problems, but would also increase the cost of development. Pierce stated that he did not want residents to have the impression that the City was washing their hands of these issues. Worrell apologized to the public if there was an impression that there was a conflict of interest in this situation, but explained that he had not held the contract with the developer to monitor the National Pollutant Discharge Elimination System (NPDES) Permit since October of last year. Worrell stated that he has a right to make a living in town and that the work he completed on behalf of the developer in question resulted from his company being the low bidder on the project. The Iowa

Department of Natural Resources was noted as the regulatory agency for the developer's NPDES Permit. Schechinger explained how the subdivision was designed for a five-year flood event and how streets become the conveyance system for rains that occur in excess of that design standard. Stevenson noted that it is not possible to plan or design for the severe flash flooding that recently occurred in West Branch. Muckler stated that the City has invested considerable resources in recent storm water initiatives, including taking voluntary membership in the Iowa Stormwater Education Program (ISWEP), sending city staff to ISWEP training and certification courses, paying for Hoover Dam retention facility engineering fees, completing ongoing creek maintenance, and establishing a storm water utility.

Motion by Shields to approve Resolution 1215, second by Stevenson. AYES: Shields, Stevenson, Miller, Pierce. NAYS: None. ABSENT: Ellyson. Motion carried.

Todd Thein – Pedersen Valley Part IV Flooding Issues.

Thein, 701 Sullivan Street, noted that the accountability for specifications should be by code. Thein also mentioned that he faced many issues as his own home was built. Thein closed his comments by offering himself as a volunteer on a future committee which could troubleshoot issues and help improve the process.

Resolution 1216, approving those certain agreements in connection with the Oliphant Street Sidewalk Improvements – Phase 2 Project.

Muckler noted that all thirteen easements had been signed.

Motion by Shields to approve Resolution 1216, second by Stevenson. AYES: Shields, Stevenson, Miller, Pierce. NAYS: None. ABSENT: Ellyson. Motion carried.

Resolution 1217, setting the salary for an employee for the fiscal year 2014-2015.

Horihan noted that Koranda's name was erroneously omitted from a previous resolution. Koranda, a part time officer for the City, has been able to cover some weekend shifts for the Department.

Motion by Pierce to approve Resolution 1217, second by Shields. AYES: Pierce, Shields, Miller, Stevenson. NAYS: None. ABSENT: Ellyson. Motion carried.

Resolution 1218, approving consulting services agreement with Elert & Associates for an emergency communications feasibility study in an amount not to exceed \$8,600.

Horihan noted that the Police and Fire Departments are in need of having an effective and reliable communication system for emergency services. He also noted that the purpose of the study is to analyze and assess the needs based on calls for service and providing an efficient radio system for both Departments.

Motion by Pierce to approve Resolution 1218, second by Shields. AYES: Pierce, Shields, Miller, Stevenson. NAYS: None. ABSENT: Ellyson. Motion carried.

Resolution 1220, adopting the *Strategic Plan for Park & Rec Capital Improvements: West Branch, IA.*

Motion by Shields to approve Resolution 1220, second by Pierce. AYES: Shields, Pierce, Miller, Stevenson. NAYS: None. ABSENT: Ellyson. Motion carried.

**CITY STAFF REPORTS**



City Engineer Dave Schechinger-Lift Station, Wastewater Lagoons, and other Flooding Issues around West Branch.

Schechinger shared photos with Council regarding the recent flooding and its impact on City infrastructure. Stevenson noted the flooding impact at the Police Department. Stevenson also asked if a hydrologic study could be done, which could help provide better structures for future events.

City Attorney Kevin Olson-ballot language for the November 4, 2014 ballot to support the initial phase of city park improvements.

Olson noted that he is working with bond counsel to develop appropriate ballot language to be presented to Council for their consideration at a future meeting regarding the November 4, 2014 city park improvements vote.

Public Works Director Matt Goodale-Seal coat estimate.

Goodale noted that the annual seal coat quote came in higher than expected due to the rough winter. The Council had budgeted \$37,000.00 towards seal coat work in Greenview and the Cemetery that Goodale suggested may have to wait until the next fiscal year. Council asked Goodale to provide options at the next Council Meeting.

**COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Miller asked about the condition of Second Street and the Cookson Subdivision. Shields asked about a snow fence on Scott Drive. Worrell reminded everyone of the upcoming Hoover's Hometown Days on August 1-2, 2014.

**ADJOURNMENT**

Motion by Shields to adjourn the city council meeting, second by Pierce. Motion carried on a voice vote. City Council meeting adjourned at 8:52 p.m.

\_\_\_\_\_  
Mark Worrell, Mayor

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

*(The following is a synopsis of the minutes of the West Branch City Council meeting. The full text of the minutes is available for inspection at the City Clerk's office. The minutes are not approved until the next regularly scheduled City Council meeting.)*

**West Branch, Iowa  
Council Chambers**

**City Council Work Session**

**July 21, 2014  
8:55 p.m.**

Mayor Worrell opened the West Branch City Council work session at 8:55 p.m. by welcoming the audience and the following City staff: City Administrator Matt Muckler, Public Works Director Matt Goodale, City Attorney Kevin Olson, and City Engineer Dave Schechinger. Council members: Colton Miller, Brian Pierce, Tim Shields, Mary Beth Stevenson. Councilperson Jordan Ellyson was absent.

Pat Callahan, Capital Improvement Planning Process

Pat Callahan, Municipal Consultant, reviewed the individual rankings and composite scores based on feedback provided by the mayor at city council. Stevenson mentioned reviewing options for storm water management in Pedersen Valley as it continues to develop. Shields noted that a higher rating for the City would hopefully bring more residents and increase revenue. Stevenson and Shields both noted that improvements to Wapsi Park were not their highest priorities. Callahan noted that a Tax Incremental Financing district for Casey's would be projected for three to four years in the future. Discussion continued around future projects such as Johnson-Cedar Road, Fire Department, and connecting Pheasant Run into the City's utility system. Callahan concluded his remarks with the financial impacts of projects discussed, and noted that the next CIP meeting would take place on August 18, 2014.

**ADJOURNMENT**

Motion by Shields to adjourn the work session, second by Miller. Motion carried on a voice vote. City Council work session adjourned at 9:48 p.m.

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Mark Worrell, Mayor

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

Date 8-4-14

City Of West Branch  
Claims Report

Blue Cross Blue Shield	Health & Dental Insurance	11,113.97
BP Amoco	Sewer/Fire/Police - Fuel	1,654.32
Brandt, Dawn	Admin - Reimb For IMPI Training	386.69
Dearborn National Insurance	Life Insurance	60.10
EFTPS	Federal Withholdings	7,059.94
Funny Face Designs By Lori	Comm & Cult. - HHTD Face Painting	300.00
Iowa Alcoholic Beverages Div.	Comm & Cult. - HHTD Liquor License	25.00
Iowa Department Of Revenue	Payroll Expense	938.48
Iowa Municipal Finance Officers Asn.	Admin – IMFOA CMC Cert Fee	75.00
IPERS	IPERS	8,429.62
J & M Displays	Comm & Cult - HHTD Bal Fireworks	17,500.00
John Deere Financial	Sewer/Police - Supplies	719.79
Kid Again Inflatable Fun Shows	Comm & Cult. - Inflatable Balance	6,500.00
Lowe's	Police - Supplies	129.10
Mediacom	Cable - Service	40.90
Muckler, Matt	Admin - Reimb For IMPI Training	410.11
Payroll Expense	Payroll Expense - 7-18-14	29,760.42
Peden, Shanelle	Admin - Reimb For IMPI Training	160.36
Quad City Golf Cars	Comm & Cult - HHTD Golf Carts	410.00
Treasurer State Of Iowa	State Withholding Tax	2,430.00
Ups	Sewer - Shipping	37.89
Us Cellular	Various Depts - Final Phone Bill	675.59
Verizon Wireless	Various Depts - 2 Mths Bill/Equip	1,946.17
WageWorks	Flex - HCFA 2014	250.00
West Music	Comm & Cult - HHTD Sound System	300.00
Windstar Lines	P & Rec - Bus Rental Summer Camp	833.00
	Grand Total	92,146.45

Fund Totals

001 General Fund	53,824.86
031 Library	6,216.08
110 Road Use Tax	533.01
112 Trust And Agency	11,446.02
600 Water Fund	9,361.05
610 Sewer Fund	10,515.43
950 Bc/Bs Flexible Benefit	250.00
Grand Total	92,146.45

**City of West Branch**  
**RECORDS DESTRUCTION FORM**

Page 1 of 1

**CAUTION:** A state record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. Any record subject to federal audit must be retained until the expiration of the audit period or the period specified in the City of West Branch Records Retention manual, whichever is later.

<b>Departmental Destruction</b>	<input checked="" type="checkbox"/> I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Records Retention Schedule and that all audit and administrative requirements have been satisfied.  <input checked="" type="checkbox"/> I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and all administrative requirements have been satisfied.  Date approved by City Council: August 4, 2014
Date of Records Destruction: August 26, 2014	
Department Name: Administration – City Office	
Destruction Method:  Shredding _____ Discard _____ Outside Vendor <u>X</u> _____ Document Destruction & Recycling Services	
Destruction Certificate:	

Description of Records The contents of each box should be listed separately	Inclusive Dates	Retention Period	Record Type
Utility billing records – stubs & receipts	2-1-2009 to 6-30-2009	5 years	Water/Sewer Utility Records
FY09 Payroll Time sheets	7-1-2008 to 6-30-2009	5 years	Payroll & Personnel Records – paper
FY09 US Bank and Community State Bank - Bank Statements	7-1-2008 to 6-30-2009	5 years	Financial - Investments Revenue
Receipt, Disbursement, Claims Paid, Revenue & Expenditure Journals	7-1-2003 to 6-30-2004	10 years	Financial Records
FY09 Claims/check stubs – Accounts payable	7-1-2008 to 6-30-09	5 years	Financial Records
Pet Registration Receipts	1-1-2008 to 1-30-2009	5 years	Administrative & Legal Records
Invoices, Statements – Accounts Receivable billings	10-1-2004 to 6-30-2009	5 years	Financial Records

**INSTRUCTIONS FOR FILLING OUT THE RECORDS DESTRUCTION FORM**

1. Fill in the department name and date.
2. Locate a description of your records in the Records Retention Schedule and record.
3. Enter the description of the records in the “Description of Records” column.
4. Fill in the “Inclusive Dates” of the records. Please include month and year.
5. Fill in the “Retention Period” listed for the records in the Records Retention Schedule.
6. Fill in the “Record Type” of the records (for example, P= Paper, E=Electronic, etc.).
7. The completed *original* Records Destruction form must be maintained as a permanent record at the City Office.

RESOLUTION NO. 1223

RESOLUTION DIRECTING THE MAYOR TO SEND A LETTER TO THE  
HOOVER PRESIDENTIAL FOUNDATION.

WHEREAS, the City Council of the City of West Branch, Iowa has serious concerns with recent actions taken by the executive director of the Hoover Presidential Foundation; and

WHEREAS, the City Council would like to make the City's position on these concerns clearly known to the Hoover Presidential Foundation Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council hereby directs the Mayor to send the letter attached as "Exhibit A" to the President of the Board of Trustees of the Hoover Presidential Foundation.

Passed and approved this 4th day of August, 2014.

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Mark Worrell, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

# *City of West Branch*

~A Heritage for Success~

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## Office of the Mayor

August 5, 2014

Mr. Charlie Becker, President  
Hoover Presidential Foundation Board of Trustees  
P.O. Box 696  
302 Parkside Drive  
West Branch, IA 52358

Dear Mr. Becker,

The City of West Branch appreciates the partnership that we have had with the Hoover Presidential Foundation, the Board of Trustees and the Foundation Membership in recent years. We have worked together on stormwater issues, community events, and in other areas that have benefited the West Branch Community, the Herbert Hoover National Historic Site and the Herbert Hoover Presidential Library-Museum.

Unfortunately, recent dealings with the Foundation have been less than positive. There has been a pattern of behavior from the Foundation's executive director that deeply concerns the City of West Branch. This spring, the executive director was extremely unprofessional in expressing his displeasure on an issue related to the West Branch (Historic) Preservation Commission to the city administrator. This summer, the Foundation's executive director again displayed unprofessional behavior expressing his concerns to both myself and the city administrator concerning a fundraising matter related to the 2014 Hoover's Hometown Days Celebration. Of particular concern was the executive director's threat to me that if the City didn't cease fundraising activities that this was not going to finish well for the City. I informed the executive director that this type of behavior was unacceptable and would not be tolerated in the future. It simply is not the way that partners should treat each other.

The third, most recent incident is the one most concerning for the City of West Branch. The Foundation's executive director arranged a "Presidential Level" sponsorship for the 2014 Hoover's Hometown Days

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110 N. Poplar St. · PO Box 218 · West Branch, Iowa 52358 · Ph. 319-643-5888

[mark@westbranchiowa.org](mailto:mark@westbranchiowa.org) · Fax 643-2305 · [www.westbranchiowa.org](http://www.westbranchiowa.org)

Celebration with Acciona Windpower North America, LLC. Words cannot express how insulting and demeaning this sponsorship was to the City of West Branch. Acciona has failed to live up to commitments it has made to the City of West Branch and is currently suing the City in Federal Court for an amount in excess of \$1,000,000. To have this company's name associated with the main stage for the City's most important event of the year, on the day that we work together to spotlight the positive aspects of our City, was a slap in the face to the entire West Branch Community.

The City is contacting you today to express our displeasure with the unbelievable lack of judgment that led to the Acciona sponsorship and to inform you of measures that the City will be taking in response to the actions of the Foundation's executive director. As long as the current executive director maintains a leadership position in your organization, the City will do the following:

- 1) Rescind the honorary appointment to the West Branch (Historic) Preservation Commission for the Executive Director of the Hoover Presidential Foundation or representative provided per Section 26.03 of the Code of Ordinances of the City of West Branch.
- 2) Suspend all partnership activities between the City of West Branch and the Hoover Presidential Foundation including planning for Hoover's Hometown Days, other City celebrations, and any other project-based activities.
- 3) Request that the Foundation Board of Trustees directs the current executive director to cease all contact with West Branch elected and appointed officials and that all correspondence from the Foundation is sent from a designee of the Board of Trustees directly to me.

The City wants to be clear that this letter in no way questions the actions or the City's current partnerships with the Herbert Hoover National Historic Site or the Herbert Hoover Presidential Library-Museum. The comments apply only to the Hoover Presidential Foundation, the nonprofit support group for the Herbert Hoover Presidential Library-Museum and National Historic Site.

In the future case that the Foundation obtains new executive director leadership and wishes to renew the partnership with the City, the City stands by eagerly to re-establish our partnership. In the meantime, the City intends to move forward with our remaining partners to plan for an even better 2015 Hoover's Hometown Days, which respects all of the partners involved. We request that the Foundation removes itself from all community events sponsored or co-sponsored by the City of West Branch, including but not limited to Hoover's Hometown Days, Christmas Past and the Summer Concert Series.

Sincerely,

Mark Worrell, Mayor

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110 N. Poplar St. · PO Box 218 · West Branch, Iowa 52358 · Ph. 319-643-5888

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## ORDINANCE NO. 726

### AN ORDINANCE AMENDING CHAPTER 26 “WEST BRANCH PRESERVATION COMMISSION”

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 26 “WEST BRANCH PRESERVATION COMMISSION” of the Code of West Branch, Iowa is hereby amended by deleting Section 26.03 in its entirety and replacing it with the following:

#### **26.03 – COMMISSION ESTABLISHED**

The Council shall establish and maintain a West Branch Preservation Commission which shall be vested with the responsibility of assuring that new construction, exterior alterations and/or repairs to the buildings situated in the Historic District conform to the requirements set forth in the *Standards For The Restoration and Rehabilitation of Historic Structures* and/or the *Standards for Signage Design and Display* and that signs in the Preservation District conform to requirements set forth in the *Standards for Signage Design and Display*. The West Branch Preservation Commission shall be composed of five (5) members, at least one (1) of whom shall be a resident or owner of property in the Preservation District. Two (2) honorary (non-voting) advisory members may also be appointed by the Mayor, subject to approval by the Council: the Superintendent of Herbert Hoover National Historic Site or representative and the Director of the Herbert Hoover Presidential Library & Museum or representative. (*See the Appendix to this Code of Ordinances for the Standards for Restoration and Rehabilitation of Historic Structures and Standards for Signage Design and Display.*)

2. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 26 “WEST BRANCH PRESERVATION COMMISSION” of the Code of West Branch, Iowa is hereby amended by deleting Section 26.05 in its entirety and replacing it with the following:

#### **26.05 – TERM**

The term of membership on the West Branch Preservation Commission shall be three (3) years. Initial appointment is made in such a manner as to stagger the terms.

3. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.



4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
5. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 4th day of August, 2014.

First Reading: August 4, 2014

Second Reading:

Third Reading:

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Mark Worrell, Mayor

Attest:

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Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1221

RESOLUTION APPROVING A 28E AGREEMENT, ESTABLISHING MUTUAL LAW ENFORCEMENT SERVICES BETWEEN CEDAR COUNTY, THE CITY OF TIPTON, THE CITY OF WEST BRANCH, THE CITY OF CLARENCE, THE CITY OF MECHANICSVILLE, THE CITY OF DURANT, THE CITY OF LISBON, THE CITY OF MOUNT VERNON, THE 7<sup>TH</sup> JUDICIAL DISTRICT OF CORRECTIONAL SERVICES, AND AUTHORIZING LOCAL OFFICIALS TO PERFORM THEREUNDER.

WHEREAS, it is in the best interest of Cedar County, the City of Tipton, the City of West Branch, the City of Clarence, the City of Mechanicsville, the City of Durant, the City of Lisbon, the City of Mount Vernon, and the 7<sup>th</sup> Judicial District Department of Correctional Services to have a joint agreement for the purpose of providing mutual law enforcement services; and

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to have an updated agreement in place to provide public safety services to the citizens of West Branch; and

WHEREAS, it is now necessary to approve said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned 28E Agreement is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 4th day of August, 2014.

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Mark Worrell, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

## Agreement

An agreement establishing mutual aid law enforcement services between Cedar County, the City of Tipton, the City of West Branch, the City of Clarence, the City of Mechanicsville, the City of Durant, the City of Lisbon, the City of Mount Vernon, the 7<sup>th</sup> Judicial District Department of Correctional Services, the Seventh Judicial District, Juvenile Court Services, and authorizing local officials to perform thereunder.

**WHEREAS**, Cedar County, the City of Tipton, the City of West Branch, the City of Clarence, the City of Mechanicsville, the City of Durant, the City of Lisbon, the City of Mount Vernon, the 7<sup>th</sup> Judicial District Department of Correctional Services, the Seventh Judicial District, Juvenile Court Services are so located that it is to the advantage of each to extend aid to the others in respect to law enforcement services, and

**WHEREAS**, it is recognized that the use of peace officers to perform police or peace officers' duties outside the territorial limits of the governmental unit where such officers are regularly employed may be desirable and imperative under certain circumstances to preserve and protect the public health, safety, welfare, and

**WHEREAS**, Cedar County, the City of Tipton, the City of West Branch, the City of Clarence, the City of Mechanicsville, the City of Durant, the City of Lisbon, the City of Mount Vernon, the 7<sup>th</sup> Judicial District Department of Correctional Services, the Seventh Judicial District, Juvenile Court Services hereafter referred to as governmental agencies, deem mutual aid law enforcement service to be in the best interests of the communities, and

**WHEREAS**, the undersigned governmental agencies desire to participate under a mutual aid law enforcement service plan with said other governmental agencies according to the terms and conditions hereinafter set forth, and

**WHEREAS**, said governmental agencies consider authority exists under Chapters 28D & 28E of the Iowa Code to enter into a mutual aid agreement to jointly perform the services hereafter enumerated:

**NOW THEREFORE IT IS AGREED** between Cedar County, the City of Tipton, the City of West Branch, the City of Clarence, the City of Mechanicsville, the City of Durant, the City of Lisbon, the City of Mount Vernon, the 7<sup>th</sup> Judicial District Department of Correctional Services, the Seventh Judicial District, Juvenile Court Services to participate in a program of mutual aid law enforcement service under the provisions of Chapter 28E of the Code of Iowa, in accordance with the following terms and conditions:

1. **Authorization** Each agency does hereby authorize and direct its police chief, its sheriff, the director or the respective person commanding in their absence to render and request mutual law enforcement aid to and fro the other cities and counties, as the case may be, to the extent of available personnel and equipment not required for adequate protection of the governmental agency rendering aid. The judgment of the director, police chief and sheriff or officer commanding in his/her absence, of each governmental agency rendering aid as the amount of personnel and equipment available shall be final.
2. **Power of Authority** Peace officers/employees who shall be commanded by their superior authority to maintain the peace or perform police duties outside the territorial limits of the unit which regularly employs such officers shall be under the direction and authority of the local commanding officer of the governmental agency to which they are called to perform duties, and shall be personnel of such governmental agency for purposes of final authority

to perform such services (except as provided in paragraph 5 hereof). They shall have all powers and authority of peace officers in such jurisdiction as provided by law, including the power of arrest.

3. **Compensation** Mutual aid law enforcement service shall be rendered without charge to a member of this agreement; provided, however, that as a result of having furnished aid, should the assisting governmental agency be required to seek assistance from another non-member governmental agency or authority, which imposes a charge for same, then in that event, the governmental agency originally seeking such aid shall reimburse the assisting governmental agency in an amount equal to the charge imposed upon the assisting governmental agency by the non-member authority assisting it.
4. **Rules and Regulations** The police chiefs, the sheriffs and the director of the member governmental agencies to the agreement shall establish uniform rules and regulations for giving and receiving aid, subject to the approval of the governing body of each member governmental agency. A copy thereof shall be filed with the clerk and auditor of each member governmental agency. The rules and regulations may be revised and amended from time to time by the police chiefs, sheriffs and director upon their unanimous agreement, subject to the approval of the governing body. Each revision or amendment shall be filed with the clerk and auditor of each member governmental agency to this agreement.
5. **Liability** All wages and disability payments, pension and workmen's compensation claims and benefits, damage to equipment and clothing, and medical expense and all other claims and benefits in connection with duties outside the jurisdiction in accordance with terms of this agreement shall be the responsibility of the governmental agency regularly employing such peace officers.

6. **Effective Date of Agreement** This agreement shall become effective between governmental agencies upon the date of passage and execution by the last governmental agency which is a party to this agreement. The clerk, auditor or chief administrator of each member shall furnish the other member agencies copies of the resolution approving the agreement and authorizing execution, and a signed copy of the agreement shall be furnished to each party to the agreement.
7. **Reservation to Recall** The governmental agency herewith furnishing personnel and equipment to another governmental agency or agencies in accordance with the terms of this agreement shall have the right to recall personnel and equipment while the same are in service with the governmental agency or agencies being assisted at any time the sheriff, police chief, director or respective person commanding in their behalf determines that there is need for such personnel and equipment , or part thereof, in the jurisdiction of the governmental agency furnishing the assistance. Upon notification of the sheriff, police chief, director of person commanding in their behalf, of the governmental agency being assisted, such police chief, sheriff, director of commanding person shall release the personnel or equipment designated by the appropriate authority of the governmental agency furnishing the assistance either immediately or at such time designated by the authority of the governmental agency furnishing said assistance. The sheriff, police chief, director or commanding person releasing such people and equipment shall order same to report at time and place designated by authority of the governmental agency requesting said release.
8. **Termination** The agreement shall remain in full force and effect indefinitely until such time as a member governmental agency passes a resolution terminating this agreement, which date of termination shall not be less than thirty (30) days after the date of

passage of such resolution. However, said agreement shall continue in force between other governmental agencies not termination until same is likewise terminated by the remaining members.

9. **Purpose** The purpose of this agreement and joint undertaking is to provide a mutual aid law enforcement service for the benefit of the governmental agencies participating hereunder, all as more particularly set forth in the preamble and the terms of this agreement.

10. **Financing** All financing will be handled by the individual agencies in the same manner for the respective expenditures for personnel and equipment as is now done independently, and no joint financing or manner of financing is necessary to be established by the terms of this agreement.

11. **Disposition of Property** It is not required to set forth a method or methods to be employed for disposition of property upon partial or complete termination, as hereinbefore authorized, for authorized, for the reason that all property will continue to be under the respective jurisdiction of the governmental agency owning same.

12. **Filing, Recording and Approval** this agreement shall be filed with the Secretary of State and recorded with the County Auditors. That further, each member governmental agency to this agreement shall be responsible to obtain such approval on its behalf as may be required under chapter 28E of the 1993 Iowa Code, as amended.

**NOW THEREFORE IT IS AGREED**, between Cedar County, the City of Tipton, the City of West Branch, the City of Clarence, the City of Mechanicsville, the City of Durant, the City of Lisbon, the City of Mount Vernon, the 7<sup>th</sup> Judicial District Department of Correctional Services, the Seventh Judicial District, Juvenile Court Services to participate in a program of mutual aid law enforcement service under the provisions of Chapter 28D of the Code of Iowa, in accordance with the following terms and conditions:

1. **Terms and Conditions** the terms and conditions of this agreement are the same as set forth in paragraphs 1-12 of the preceding agreement except as set forth below.
2. **Additional Terms** Pursuant to section 28D.3 of the Code of Iowa no employee shall be assigned or detailed under this portion of this agreement without the employee's expressed consent or by using undue coercion to obtain said consent. Details relating to any matter covered by this portion of this agreement may be the subject of an agreement between the sending and receiving agencies.

This agreement filed and dated by the respective parties as follows:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014

**Cedar County**

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Chairperson Cedar County Board of Supervisors

\_\_\_\_\_  
Cedar County Auditor



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**City of Tipton**

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Mayor

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City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**City of West Branch**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**City of Clarence**

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Mayor

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City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**City of Mechanicsville**

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Mayor

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City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**City of Durant**

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Mayor

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City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**City of Lisbon**

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Mayor

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City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**City of Mount Vernon**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

RESOLUTION NO. 1222

RESOLUTION APPROVING RULES AND REGULATIONS FOR THE WEST BRANCH DOG PARK.

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

WHEREAS, Animal Control Commission Member Amy Lynch approached the Hillshire Brands Company and asked them to donate the land for use as a municipal dog park; and

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

WHEREAS, the City Council entered into a donation agreement with the Hillshire Brands Company on December 17, 2012 by approving Resolution 1060; and

WHEREAS, West Branch Animal Commission Members Amy Lynch and Kandi Baylor presented a model of the proposed dog park to the West Branch City Council at the March 4, 2013 City Council Meeting; and

WHEREAS, the City Council entered into a 28E Agreement with Cedar County to construct and maintain a dog park by approving Resolution 1092 on April 15, 2013; and

WHEREAS, a non-profit entity, West Branch Dog Park, Inc., was then formed for the promotion of the development of the dog park; and

WHEREAS, the City Council approved Resolution 1117 on June 10, 2013, approving the development of the West Branch Dog Park; and

WHEREAS, West Branch Dog Park, Inc. has constructed fencing and worked with local Boy Scout and Girl Scout troops to construct a shelter and benches and seed the property for use as a dog park; and

WHEREAS, the West Branch Animal Control Commission has worked to develop rules and regulations for the West Branch Dog Park and it is now necessary to approve these rules and regulations.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the Rules and Regulations for the West Branch Dog Park are hereby approved.

Passed and approved this 4<sup>th</sup> day of August, 2014.

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Mark Worrell, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk



## **WEST BRANCH DOG PARK RULES**

For the safety and enjoyment of all dogs and their human companions,  
please read and abide by these rules.

**Upon arrival at the park, don't congregate with your dogs at the entryway or gates to allow easy entry/exit of all visitors.**

### **All Dogs must....**

Be fully vaccinated for rabies.

Display a permit for use of the park.

Be accompanied by a responsible person at least 16 years old.

Be on leash when entering or exiting the off-leash area\*.

\*off-leash area is only the fenced area, not the parking lot or surrounding areas.

Be under the handler's visual contact and voice control at all times.

### **The following dogs are not allowed in the park....**

Vicious, dangerous or aggressive dogs.

Dogs with communicable diseases.

Dogs in heat.

### **Dog handlers must....**

Clean up after their dogs using the black, biodegradable bags available at the park. All dog waste should be deposited in garbage cans at the park entry area.

Carry a leash for each dog in the park.

Discourage dog(s) from excessive barking and any dominating behavior such as staring, humping and/or bullying.

Stop dog(s) from digging and fill any holes made by their dog (s).

Be responsible for actions and behavior of their dog(s) at all times

Remove pinch, choke or spike collars prior to entering the park. (This is a safety issue as dogs can be injured by such collars when playing).

Not have more than two dogs per handler in the park at one time

**Children under the age of 16 must be accompanied and supervised by a responsible adult.**

**Wheeled devices, except wheel chairs or strollers, are not allowed; including skateboards, bicycles, wagons, or roller blades.**

**Smoking is prohibited within the fenced areas.**

**No food allowed in the park except for small training treats to prevent any bone of contention between dogs.**

**Users of the facility do so at their own risk.**

**Other park rules and ordinances may apply.**

Violations should be reported to  
West Branch City Offices

**319-643-5888**

Non-Emergency Contact

**563-886-2121**

Emergency

**9-1-1**

RESOLUTION NO. 1224

RESOLUTION RE-SETTING BID DATE FOR THE OLIPHANT STREET SIDEWALK  
IMPROVEMENTS – PHASE II.

WHEREAS, the City previously solicited bids for the Oliphant Street Sidewalk Improvements – Phase II (the “Project”) and received no bids; and

WHEREAS, the City Council has deemed it necessary and desirable to solicit bids again to see if the Project can be completed in this calendar year; and

WHEREAS, pursuant to Chapter 26 of the Code of Iowa, the City must publish notice of said bid date.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that sealed bids will be received for the Project until 2:00 p.m. on August 14, 2014 at City Hall, 110 N. Poplar Street, West Branch, Iowa. The City Administrator/Clerk is hereby directed to publish notice of said bid letting no less than 4 days prior to the bid date.

\* \* \* \* \*

Passed and approved this 4<sup>th</sup> day of August, 2014.

\_\_\_\_\_  
Mark Worrell, Mayor

ATTEST:

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

## ADVERTISEMENT FOR BIDS

### OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2 WEST BRANCH, IOWA.

Sealed proposals will be received by the City Clerk of the City of West Branch, Iowa, at City Hall, 110 North Poplar Street, West Branch, Iowa, until 2:00 p.m. on the 14<sup>th</sup> day of August, 2014, for the construction of Oliphant Street Sidewalk Improvements – Phase 2 as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced by the City Clerk at the time and date specified above. Proposals will be acted upon by said City at the August 18<sup>th</sup> City Council Meeting or at such later time and place as then may be fixed.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

#### OLIPHANT STREET SIDEWALK IMPROVEMENTS – PHASE 2

Provide all labor, equipment and materials necessary to construct approximately 700 square yards of 5' wide sidewalk along Oliphant Street. This Sidewalk Improvements Project will include removal and replacement of 6" thick PCC driveways, removal of trees and bushes, removal of 59 feet of PCC Curb, installation of sidewalk ramps and detectable warning devices, sub-grade preparation, grading, construction staking, surface restoration, and miscellaneous associated work, including cleanup.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of West Branch, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to five percent (5%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF WEST BRANCH, IOWA. The bid security must not contain any conditions either in the body or as an endorsement

## Advertisement for Bids

thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form bound in the specifications.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes.

The City Council reserves the right to reject any or all bids and to waive informalities or technicalities in any bid and to accept the bid which it deems to be in the best interest of the City.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of four (4) years after its completion and acceptance by the City Council.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. All work shall be substantial completed, subject to any extensions of time which may be granted by the City Council, by November 7, 2014. Substantial completion is defined as all work except the seeding and final clean-up. The final completion date shall be June 1, 2015, subject to any extensions of time which may be granted by the City Council.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment to the Contractor for said improvements will be made in cash derived from the

## Advertisement for Bids

proceeds of the issuance and sale of such bonds and/or from such cash funds of the City as may be legally used for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety five percent (95%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project or delivered to the site during the preceding calendar month. Estimates will be prepared on the last day of each month by the Contractor, subject to the approval of the Engineer, who will certify to the City for payment each approved estimate on or before the tenth (10th) day of the following month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety five percent (95%) of the contract price of the contract. Final payment of the remaining five percent (5%) will be made not less than thirty one (31) days after completion and acceptance by resolution of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payments will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from TECHNIGRAPHICS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Jill Chambers at 319-354-5950 or email [jchambers@techiowa.com](mailto:jchambers@techiowa.com). A refundable deposit of \$30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Technigraphics, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Jill Chambers. Upon receiving deposit check, plans and specifications will be mailed out. When plans and

Advertisement for Bids

specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

This notice is given by order of the Council of the City of WEST BRANCH, Iowa.

By: Matt Muckler  
City Administrator/Clerk  
City of West Branch

RESOLUTION NO. 1225

A RESOLUTION APPROVING A MAINTENANCE PROPOSAL FOR THE EDI AERATION SYSTEM FROM AERATION WORKS IN THE AMOUNT OF \$22,590.00.

WHEREAS, the City of West Branch wishes to acquire maintenance for the EDI Aeration System currently in service at the West Branch wastewater treatment plant; and

WHEREAS, Aeration Works has provided the City with a proposal for the parts and labor to refurbish the existing diffusers in the amount of \$22,590.00; and

WHEREAS, it is now necessary for the City Council to approve an agreement to approve said proposal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves an agreement with Aeration Works for aeration equipment maintenance in an amount not to exceed \$22,590.

Passed and approved this 4th day of August 2014.

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Mark Worrell, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk



5601 Paris Rd. Columbia, MO. 65202-9399  
TELEPHONE (573) 474-9456 FAX (573) 474-6988

EDI Aeration Works PROPOSAL # 2014-082

TO: Ms. Emily Linebaugh, P.E.  
Veenstra & Kimm, Inc.  
860 22nd Ave., Ste. 4  
Coralville, IA 52241

RE: West Branch IA Aeration Equipment Maintenance  
EDI Submerged Lateral Aeration/Mixing System

Dear Ms. Linebaugh,

EDI Aeration Works is pleased to offer the following maintenance proposal for the EDI Aeration System currently in service at the West Branch wastewater treatment plant. This proposal is for the parts and labor to refurbish the existing diffusers. EDI records indicate that this system was installed in two lagoons in 1988 utilizing (47) REEF I diffuser. Records further indicate that the system was upgraded to the EDI FlexAir 42F fine bubble (flexible membrane) diffuser in 1993.

### **Maintenance Service**

The scope of this proposal includes labor cost, travel and living expenses, as well as specialized construction equipment cost required to complete the scope of work outlined below.

EDI Aeration Works is uniquely capable of maintaining EDI equipment. The crew that will be employed on-site has many years of servicing all types of EDI's aeration equipment, and have or will furnish all the specialized equipment to service this particular system. Aeration Works will ensure that the maintenance meets all of EDI's specifications and directions.

### **Maintenance Proposal:**

- Provide (94) new membranes and (188) new stainless steel clamps for the (47) EDI FlexAir 42F diffuser assemblies
- Access the (47) FlexAir diffuser assemblies and remove the existing membranes.
- Install new diffuser membranes on each of the diffuser assemblies using two new clamps per membrane.
- Inspect the retrievable ropes and floats for all diffuser units and replace as required.
- Conduct leak check on the diffuser and lateral assemblies if air is available.

### **Proposal Notes:**

- Bid assumes that the lagoons are accessible and will be ready for maintenance upon arrival.
- Aeration Works crew members have extensive safety training and Aeration Works will be responsible for following our safety procedures.

---

This proposal has not been published and is the sole property of Environmental Dynamics Intl. It is lent to the borrower for his/her confidential use only. In consideration of this loan, the borrower promises to return it upon request and agrees that it shall not be reproduced, copied, shared, lent, or otherwise disposed of, directly or indirectly, nor used for any purpose other than that for which it is specifically furnished.



- **Pricing does not include Davis-Bacon wages.**
- **Pricing includes one mobilization-demobilization for the project.**
- The diffuser airline is made of polyethylene and is socket fusion welded to the air lateral. There is a slight risk that this weld can become loose or broken with movement of the diffuser units. Because of the age of this system and that the quality of this socket weld is unknown, Aeration Works cannot guarantee that this airline will not leak after work is completed.
- Bid is for removing the existing diffuser membranes, installing new diffuser membranes and replacing retrieval rope assemblies only.
- Aeration Works will collect and deposit used membranes and other miscellaneous debris close to the lagoon. Disposal is the responsibility of the Owner.

**Warranty:**

**Aeration Works will provide a one (1) year warranty all aeration equipment in Lagoon 1 and Lagoon 2 where maintenance work is performed.**

**Material Supply:**

Material supply includes all components identified in the Maintenance Activities and includes:

- Membranes
- Membrane Clamps
- Rope and Floats

**Price:**

**\$22,590.00** is the total budgetary price for the labor and replacement parts as detailed above.

The quoted price is plus all applicable taxes and is firm for 120 days. Price includes carriage paid to destination (FOB1) from Columbia, Missouri to job site, via regular ground service.

**Proposal Terms:**

100% net 30 due upon completion.

An interest charge at a rate no less than prime plus 2% will be assessed on all late payments.

Date: July 2, 2014

EDI Aeration Works



Michael J Korman  
Director of Business Operations  
Aeration Works

---

<sup>1</sup> FOB definition includes: The Buyer bears all costs and risks of loss of or damage to the goods from designated FOB point.

## EDI Proposal Aeration Works 2014 – 082

**Environmental Dynamics International**, hereinafter also referred to as **EDI** or the **Company**, offers this proposal to supply equipment. Any resulting contract between **EDI** and the **Purchaser** shall be subject to the following terms and conditions.

**Services** - Environmental Dynamics International is a manufacturer of water and wastewater treatment equipment and systems. EDI is not a consulting engineering firm and does not provide Professional Engineering services as part of our contracts to supply equipment hardware.

**Process and Performance Warranties** - Contracts for purchase of equipment accepted by EDI exclude any process or performance warranties related to system design. Additionally, no biological or process performance warranties are expressed or may be implied by the participation of EDI in this contract. Any biological or process performance warranty for systems supplied by the Company shall be specifically and independently detailed and signed as a separate contract by an authorized Officer of the Company.

**Governing Law** - Any proposal for equipment supply made by the Company as well as any contract between the Company and the Purchaser are deemed to be executed at Columbia, Missouri, USA, subject to correction for typographical or mathematical errors and governed by Missouri law.

**Credit Approval** - Performance of any contract by the Company is contingent upon Purchaser credit approval. Credit may be waived in lieu of a project materials payment bond. A materials payment bond supplied to the project Owner or Engineer by the Purchaser is acceptable. EDI reserves the right to hold shipment on delinquent accounts.

**Force Majeure** - Strikes, fires, accidents, war, reduced supply of fuel or raw materials or excessive cost thereof, or other restraints affecting shipments or curtailments in manufacturing or due to delays unavoidable by or beyond the control of the Company shall be governed by *force majeure*.

**Costs and Damages** - The Company shall in no instance be liable for indirect or special costs, consequential or liquidated damages or any penalties outside the written contract.

**Special Hazards** - Unusual conditions such as rock, poor foundation soils, excess water or other unusual site or safety conditions are not covered by this standard Company proposal. Extra costs emanating from unusual site or safety conditions shall be negotiated with written agreements developed at or subsequent to the time of discovery and prior to further work being completed by EDI.

**Shipment & Delivery Times** - Statements as to expected date of hardware shipment represent the Company's best judgment, but shipment on those dates is not guaranteed. The Purchaser hereby waives all claims to damages caused by delay in shipment or delivery of hardware.

**Insurance** - The Purchaser agrees to provide and maintain for the benefit of the Company adequate insurance for the equipment herein specified from the time of its shipment from EDI until paid for in full and the Purchaser agrees to assume all loss over and above that compensated for by such insurance. The Purchaser shall procure and pay for all public liability insurance during the installation of any EDI provided equipment.

**Title of Ownership** - All equipment and/or services ordered by Purchaser from the Company shall remain the property of the Company until fully paid for in cash.

**Cancellation or Suspension** - of any order will be accepted only upon terms that will indemnify the Company against loss. Additionally, the Company may invoice the Purchaser 15% of the agreed upon contract price.

**Back Charges** - must be approved by EDI, in writing, before they will be accepted. EDI will make every effort to offer prompt consideration and approval of legitimate back charges.

**Invoicing** - The Company may make partial billings of the contract price as various components of the equipment are shipped. When equipment is manufactured by EDI, but shipment is delayed by the Customer, EDI shall be paid in accordance with contract terms as though delivery had been accomplished.

**Storage Charges** - When EDI manufactures equipment to meet schedules established by the Purchaser, the Company reserves the right to invoice the Purchaser for storage charges on items held at EDI at the rate of 1% per month of the sale price.

**Default for Non-Payment** - Contracts in default of the payment terms may be subject to any or all of the following; should the Purchaser fail to pay the purchase price as agreed the Company may, a) retain as liquidated damages all partial payments made on account thereof to date without prejudice to any other claim for damages suffered by the Company for any cause, b) be allowed site access to recover hardware, c) obtain other balances due from arbitration or d) an interest charge on outstanding invoices billed at the rate of 1.5% per month, 18% per annum.

**Attorney Fees** - For any suits brought or retainage paid to attorneys to collect any part of the purchase price or to enforce any provision herein, the Purchaser will pay EDI attorney fees and related expenses including an administrative fee equal to the attorney fees.

**Bankruptcy, Receivership or Insolvency Proceedings** - Should bankruptcy, receivership or insolvency proceedings be instituted by or against the Purchaser or should the Purchaser make an assignment in favor of creditors, the unpaid balance of the purchase price shall immediately become due and payable at the option of the Company. Notwithstanding other arrangements to the contrary, the Company shall be free to enter premises where equipment for which the Company has not been fully paid may be located and remove said equipment as its property without prejudice to any further claims on amounts of damage which the Company may suffer from any cause.

**Promissory Note** - Acceptance of a promissory note or other evidence of debt for any part of price shall not be construed as payment.

**Patent infringement** - Any interference with Purchaser's use of equipment supplied by the Company on the grounds that such use constitutes an infringement of any patent shall impose no liability on the Company.

**Spare or Potential Warranty Parts** - If spare parts or potential warranty parts are required immediately, EDI may ship those parts subject to the following limitations: a) Purchaser agrees to pay for additional components or spare components including special freight charges. Reimbursement will be issued as a credit to the Purchaser's account in the event potential warranty parts are verified as actual warranty defects and b) Contract price adjustments or price adjustments on additional or spare components are subject to EDI approval and original contact terms.

**Defective, damaged, improper material or shortage** - Claims will not be allowed unless written notice specifying the nature and extent of the defect, damage or shortage is received in the Company's office within fourteen (14) days from unloading - unless the defect, damage or shortage is of such a nature that it would not be reasonably discovered until the material is assembled and/or erected as a finished product, then the fourteen (14) days will begin from the date of commencement of assembly and/or erection.

**Mechanical Warranty** - As per **Manufacturers Limited Mechanical Warranty Statement**

Accepted by Buyer:

Date:

Accepted by Seller / Environmental Dynamics International Inc.

Date:

MINUTES OF MEETING TO SET DATE  
FOR ELECTION

439235-7

West Branch, Iowa

August 4, 2014

The City Council of the City of West Branch, Iowa, met at the \_\_\_\_\_, in the City, at \_\_\_\_\_ o'clock \_\_.m., on August 4, 2014. The meeting was called to order and there were present the Mayor and the following named Council Members:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The Council took up and considered the matter of calling a special election on the proposition of imposing a local option sales and services tax proceeds pursuant to Chapter 423B of the Code of Iowa.

Council Member \_\_\_\_\_ introduced and moved the adoption of the resolution next hereinafter set out, seconded by Council Member \_\_\_\_\_. After due consideration of the resolution by the Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the motion duly carried and the resolution adopted in substantially the following form:

## RESOLUTION NO. 1226

Resolution Requesting the Cedar County Board of Supervisors to Set a Date for an Election on the Imposition of a Local Option Sales and Services Tax in the City of West Branch

WHEREAS, Chapter 423B of the Code of Iowa authorizes County Boards of Supervisors to impose a local option sales and services tax within incorporated cities and the unincorporated area of counties, following an election at which the registered voters in various jurisdictions vote in favor of such tax; and

WHEREAS, a local option sales and services tax, approved on November 2, 2010, is currently being imposed in the City of West Branch, Iowa (the “City”), in the unincorporated area of Cedar County, Iowa (the “County”) and in various other cities situated in the County, but said tax is scheduled for expiration on June 30, 2015 (the “Expiration Date”); and

WHEREAS, the City Council intends that the local option sales and services tax be re-imposed within the City immediately following the Expiration Date for the purpose of funding the City of West Branch Phase I Strategic Plan for Parks & Recreation Capital Improvements;

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

Section 1. The Cedar County Board of Supervisors is hereby requested to set November 4, 2014 as the date for a special election within the City, for the purpose of presenting to the registered voters of the City the question of the imposition of a one-cent local option sales and services tax, such tax to take effect on July 1, 2015 and expire on June 30, 2025.

Section 2. In accordance with Section 423B.1 of the Code of Iowa, the City Council hereby requests that the ballot proposition state that 100% of the revenues from such local option sales and services tax will be used to fund the City of West Branch Phase I Strategic Plan for Parks & Recreation Capital Improvements and 0% for direct property tax relief. A form of the ballot proposition is attached hereto as “Exhibit A.”

Section 3. The City Clerk is hereby directed to file a copy of this resolution with the Cedar County Auditor, as well as with the Cedar County Board of Supervisors.

Section 4. The County Commissioner of Elections is hereby authorized and directed to cause notice of the ballot proposition, in substantially the form set forth as Exhibit B hereto, to be published in a legal newspaper of general circulation in the City, such notice to be published not less than sixty days prior to the date of the election

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved August 4, 2014.

---

Mayor

Attest:

---

City Clerk

**EXHIBIT A  
BALLOT PROPOSITION FORM**

CEDAR COUNTY

PUBLIC MEASURE

SHALL THE FOLLOWING PUBLIC MEASURE BE ADOPTED?

- ☐ YES  
☐ NO

Summary: To authorize imposition of a **local sales and services tax** in the City of West Branch, Iowa at the rate of one percent (1%) to be effective from July 1, 2015, until expiration on June 30, 2025.

A **local sales and services tax** shall be imposed in the City of West Branch, Iowa at the rate of one percent (1%) to be effective from July 1, 2015, until expiration on June 30, 2025. Revenues from the sales and services tax shall be allocated as follows:

**0% for property tax relief**

The specific purposes for which the revenues shall otherwise be expended are:

**City of West Branch Park Improvements.**

**EXHIBIT B**  
**FORM OF NOTICE OF BALLOT PROPOSITION**

**NOTICE OF BALLOT PROPOSITION FOR IMPOSITION OF LOCAL OPTION  
SALES AND SERVICES TAX IN AND FOR THE CITY OF WEST BRANCH, IOWA**

Notice is hereby given that pursuant to Chapter 423B of the Code of Iowa, the City of West Branch, Iowa has initiated action to cause the conducting of an election on the question of imposing a one percent (1.0%) local option sales and services tax in the City. This election is intended to be held in the City of West Branch, Iowa, on November 4, 2014. The ballot proposition to be voted upon at such election will read as follows:

CEDAR COUNTY

PUBLIC MEASURE

SHALL THE FOLLOWING PUBLIC MEASURE BE ADOPTED?

- ☐ YES  
☐ NO

Summary: To authorize imposition of a **local sales and services tax** in the City of West Branch, Iowa at the rate of one percent (1%) to be effective from July 1, 2015, until expiration on June 30, 2025.

A **local sales and services tax** shall be imposed in the City of West Branch, Iowa at the rate of one percent (1%) to be effective from July 1, 2015, until expiration on June 30, 2025.  
Revenues from the sales and services tax shall be allocated as follows:

**0% for property tax relief**

The specific purposes for which the revenues shall otherwise be expended are:

**City of West Branch Park Improvements.**

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

Matt Muckler  
City Clerk

## ORDER REGARDING CONDUCT OF ELECTION

As County Auditor of Cedar County, Iowa, I do hereby approve, ratify and confirm all action taken by the City Council of the City of West Branch, Iowa, incorporated in the attached resolution, adopted on August 4, 2014, and as Commissioner of this election, do hereby order that the special election referred to in such resolution shall be administered and conducted in the manner provided in such resolution and as required by state law.

WITNESS MY HAND this \_\_\_\_\_ day of August, 2014.

\_\_\_\_\_  
County Auditor



STATE OF IOWA  
COUNTY OF CEDAR                      SS:  
CITY OF WEST BRANCH

I, the undersigned, City Clerk of the City of West Branch, do hereby certify that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its officials and that I have carefully compared the transcript hereto attached with those corporate records and the transcript hereto attached is a true, correct and complete copy of all of the corporate records in relation to the calling of a special election on the proposition of changing the allocation and use of the local option sales and services tax proceeds received by the City pursuant to Chapter 423B of the Code of Iowa, 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 in relation to said loan agreement.

I do further certify that on the \_\_\_\_\_ day of August, 2014, I caused written notice of the proposed date of election to be mailed or delivered to the County Commissioner of Elections and did thereafter receive written approval from the Commissioner of such date.

WITNESS MY HAND this \_\_\_\_\_ day of August, 2014.

\_\_\_\_\_  
City Clerk

STATE OF IOWA  
COUNTY OF CEDAR                      SS:  
CITY OF WEST BRANCH

I, the undersigned, City Clerk of the City of West Branch, do certify that the Notice of Ballot Proposition, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk

**(Attach here publisher's original affidavit with clipping of the notice of election as published.)**

August 1, 2014

**Via Email**

Matt Muckler  
City Administrator/City Hall  
West Branch, Iowa

Re: Local Option Sales and Services Tax Election  
Our File No. 439235-7

Dear Matt:

We have prepared and attach the following proceedings to be used at the August 4 City Council meeting to set November 4, 2014, as the date for the election on the proposition of imposing a local option sales and services tax.

The proceedings enclosed include the following items:

1. Resolution setting date for the election (including notice of ballot proposition that must be published at least 60 days prior to the date of the election).
2. The Cedar County Auditor's Order Regarding Conduct of Election.
3. Certificate attesting the transcript.
4. Certificate with respect to the publication of the Notice of Special Election. After the Cedar County Auditor has arranged to have the Notice published, we would appreciate it if you would help us complete our records by filling out this Certificate and obtaining an affidavit of publication from the newspaper.

Please submit a copy of the resolution to the Cedar County Auditor and ask the Auditor to sign the Order Regarding Conduct of Election. We are enclosing an extra copy of the resolution for this purpose.

As soon as possible after the Council meeting, please return one fully executed copy of these proceedings. If you have any questions, please contact me.

Best Regards,

John P. Danos

MINUTES OF MEETING TO SET DATE  
FOR ELECTION

439235-7

West Branch, Iowa

August 4, 2014

The City Council of the City of West Branch, Iowa, met at the \_\_\_\_\_, in the City, at \_\_\_\_\_ o'clock \_\_.m., on August 4, 2014. The meeting was called to order and there were present the Mayor and the following named Council Members:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The Council took up and considered the matter of calling a special election on the proposition of imposing a local option sales and services tax proceeds pursuant to Chapter 423B of the Code of Iowa.

Council Member \_\_\_\_\_ introduced and moved the adoption of the resolution next hereinafter set out, seconded by Council Member \_\_\_\_\_. After due consideration of the resolution by the Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the motion duly carried and the resolution adopted in substantially the following form:

## RESOLUTION NO. 1227

Resolution Requesting the Johnson County Board of Supervisors to Set a Date for an Election on the Imposition of a Local Option Sales and Services Tax in the City of West Branch

WHEREAS, Chapter 423B of the Code of Iowa authorizes County Boards of Supervisors to impose a local option sales and services tax within incorporated cities and the unincorporated area of counties, following an election at which the registered voters in various jurisdictions vote in favor of such tax; and

WHEREAS, a local option sales and services tax, approved on November 2, 2010, is currently being imposed in the City of West Branch, Iowa (the “City”), in the unincorporated area of Johnson County, Iowa (the “County”) and in various other cities situated in the County, but said tax is scheduled for expiration on June 30, 2015 (the “Expiration Date”); and

WHEREAS, the City Council intends that the local option sales and services tax be re-imposed within the City immediately following the Expiration Date for the purpose of funding the City of West Branch Phase I Strategic Plan for Parks & Recreation Capital Improvements;

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

Section 1. The Johnson County Board of Supervisors is hereby requested to set November 4, 2014 as the date for a special election within the City, for the purpose of presenting to the registered voters of the City the question of the imposition of a one-cent local option sales and services tax, such tax to take effect on July 1, 2015 and expire on June 30, 2025.

Section 2. In accordance with Section 423B.1 of the Code of Iowa, the City Council hereby requests that the ballot proposition state that 100% of the revenues from such local option sales and services tax will be used to fund the City of West Branch Phase I Strategic Plan for Parks & Recreation Capital Improvements and 0% for direct property tax relief. A form of the ballot proposition is attached hereto as “Exhibit A.”

Section 3. The City Clerk is hereby directed to file a copy of this resolution with the Johnson County Auditor, as well as with the Johnson County Board of Supervisors.

Section 4. The County Commissioner of Elections is hereby requested to cause notice of the ballot proposition, in substantially the form set forth as Exhibit B hereto, to be published in a legal newspaper of general circulation in the City, such notice to be published not less than sixty days prior to the date of the election

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved August 4, 2014.

---

Mayor

Attest:

---

City Clerk

**EXHIBIT A  
BALLOT PROPOSITION FORM**

JOHNSON COUNTY

PUBLIC MEASURE

SHALL THE FOLLOWING PUBLIC MEASURE BE ADOPTED?

- ☐ YES  
☐ NO

Summary: To authorize imposition of a **local sales and services tax** in the City of West Branch, Iowa at the rate of one percent (1%) to be effective from July 1, 2015, until expiration on June 30, 2025.

A **local sales and services tax** shall be imposed in the City of West Branch, Iowa at the rate of one percent (1%) to be effective from July 1, 2015, until expiration on June 30, 2025. Revenues from the sales and services tax shall be allocated as follows:

**0% for property tax relief**

The specific purposes for which the revenues shall otherwise be expended are:

**City of West Branch Park Improvements.**

**EXHIBIT B**  
**FORM OF NOTICE OF BALLOT PROPOSITION**

**NOTICE OF BALLOT PROPOSITION FOR IMPOSITION OF LOCAL OPTION  
SALES AND SERVICES TAX IN AND FOR THE CITY OF WEST BRANCH, IOWA**

Notice is hereby given that pursuant to Chapter 423B of the Code of Iowa, the City of West Branch, Iowa has initiated action to cause the conducting of an election on the question of imposing a one percent (1.0%) local option sales and services tax in the City. This election is intended to be held in the City of West Branch, Iowa, on November 4, 2014. The ballot proposition to be voted upon at such election will read as follows:

JOHNSON COUNTY

PUBLIC MEASURE

SHALL THE FOLLOWING PUBLIC MEASURE BE ADOPTED?

- ☐ YES  
☐ NO

Summary: To authorize imposition of a **local sales and services tax** in the City of West Branch, Iowa at the rate of one percent (1%) to be effective from July 1, 2015, until expiration on June 30, 2025.

A **local sales and services tax** shall be imposed in the City of West Branch, Iowa at the rate of one percent (1%) to be effective from July 1, 2015, until expiration on June 30, 2025.  
Revenues from the sales and services tax shall be allocated as follows:

**0% for property tax relief**

The specific purposes for which the revenues shall otherwise be expended are:

**City of West Branch Park Improvements.**

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

Matt Muckler  
City Clerk



## ORDER REGARDING CONDUCT OF ELECTION

As County Auditor of Johnson County, Iowa, I do hereby approve, ratify and confirm all action taken by the City Council of the City of West Branch, Iowa, incorporated in the attached resolution, adopted on August 4, 2014, and as Commissioner of this election, do hereby order that the special election referred to in such resolution shall be administered and conducted in the manner provided in such resolution and as required by state law.

WITNESS MY HAND this \_\_\_\_\_ day of August, 2014.

\_\_\_\_\_  
County Auditor

STATE OF IOWA  
COUNTY OF JOHNSON                      SS:  
CITY OF WEST BRANCH

I, the undersigned, City Clerk of the City of West Branch, do hereby certify that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its officials and that I have carefully compared the transcript hereto attached with those corporate records and the transcript hereto attached is a true, correct and complete copy of all of the corporate records in relation to the calling of a special election on the proposition of re-imposing a local option sales and services tax in the City pursuant to Chapter 423B of the Code of Iowa, 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 in relation to said election.

I do further certify that on the \_\_\_\_\_ day of August, 2014, I caused written notice of the proposed date of election to be mailed or delivered to the County Commissioner of Elections and did thereafter receive written approval from the Commissioner of such date.

WITNESS MY HAND this \_\_\_\_\_ day of August, 2014.

\_\_\_\_\_  
City Clerk

STATE OF IOWA  
COUNTY OF JOHNSON                      SS:  
CITY OF WEST BRANCH

I, the undersigned, City Clerk of the City of West Branch, do certify that the Notice of Ballot Proposition, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk

**(Attach here publisher's original affidavit with clipping of the notice of election as published.)**

August 1, 2014

**Via Email**

Matt Muckler  
City Administrator/City Hall  
West Branch, Iowa

Re: Local Option Sales and Services Tax Election  
Our File No. 439235-7

Dear Matt:

We have prepared and attach the following proceedings to be used at the August 4 City Council meeting to set November 4, 2014, as the date for the election on the proposition of imposing a local option sales and services tax.

The proceedings enclosed include the following items:

1. Resolution setting date for the election (including notice of ballot proposition that must be published at least 60 days prior to the date of the election).
2. The Johnson County Auditor's Order Regarding Conduct of Election.
3. Certificate attesting the transcript.
4. Certificate with respect to the publication of the Notice of Special Election. After the Johnson County Auditor has arranged to have the Notice published, we would appreciate it if you would help us complete our records by filling out this Certificate and obtaining an affidavit of publication from the newspaper.

Please submit a copy of the resolution to the Johnson County Auditor and ask the Auditor to sign the Order Regarding Conduct of Election. We are enclosing an extra copy of the resolution for this purpose.

As soon as possible after the Council meeting, please return one fully executed copy of these proceedings. If you have any questions, please contact me.

Best Regards,

John P. Danos



STAFF USE ONLY  
RECEIVED BY:  
DATE:

**Building Permit Application**  
**Single Family, Duplex & Townhouse Dwellings**  
BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, BUILDING SEWER & WATER SERVICE  
(Form #1 Dated 5/27/2014)

Applicant must complete numbered items and highlighted spaces.

<b>1</b>	<b>JOB ADDRESS:</b>								
<b>2</b>	<u>OWNER</u>	<u>MAILING ADDRESS</u>	<u>CITY STATE ZIP</u>	<u>PHONE #</u> <u>EMAIL</u>					
<b>3</b>	<u>APPLICANT</u>	<u>MAILING ADDRESS</u>	<u>CITY STATE ZIP</u>	<u>PHONE #</u> <u>EMAIL</u>					
<b>4</b>	<u>GENERAL CONTRACTOR</u>	<u>MAILING ADDRESS</u>	<u>CITY STATE ZIP</u>	<u>PHONE #</u> <u>EMAIL</u>					
<b>5</b>	<u>ELECTRICAL CONTRACTOR</u>	<u>MAILING ADDRESS</u>	<u>CITY STATE ZIP</u>	<u>PHONE #</u> <u>EMAIL</u> <u>STATE LICENSE #</u>					
<b>6</b>	<u>PLUMBING CONTRACTOR</u>	<u>MAILING ADDRESS</u>	<u>CITY STATE ZIP</u>	<u>PHONE #</u> <u>EMAIL</u> <u>STATE LICENSE #</u> <u>BEGINNING 7/1/09</u>					
<b>7</b>	<u>HVAC CONTRACTOR</u>	<u>MAILING ADDRESS</u>	<u>CITY STATE ZIP</u>	<u>PHONE #</u> <u>EMAIL</u> <u>STATE LICENSE #</u> <u>BEGINNING 7/1/09</u>					
<b>8</b>	<u>SEWER &amp; WATER CONTRACTOR</u>	<u>MAILING ADDRESS</u>	<u>CITY STATE ZIP</u>	<u>PHONE #</u> <u>EMAIL</u> <u>STATE LICENSE #</u> <u>BEGINNING 7/1/09</u>					
<b>9</b>	<u>DESCRIBE WORK:</u>								
<b>10</b>	<u>TOTAL SQ. FT OF HABITABLE FINISHED AREAS</u>		<b>11</b>	<u>TOTAL SQ. FT OF UNFINISHED / STORAGE</u>		<b>12</b>	<u>TOTAL SQ. FT OF GARAGE AREA</u>		
<b>13</b>	<u>USE OF BUILDING OR STRUCTURE</u>			<b>14</b>	<u>VALUATION:</u>			<b>15</b>	<u>NUMBER OF WATER METERS:</u>
STATE OF IOWA ENERGY EFFICIENCY REQUIREMENTS									
Compliance shall be demonstrated by either meeting the requirements below or meeting the requirements of International Energy Conservation Code Section 405 by providing a <i>Compliance Report</i>									
CLIMATE ZONE	FENESTRATION U-FACTOR B	SKYLIGHT U-FACTOR B	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE I	FLOOR R-VALUE	BASEMENT WALL R-VALUE C	SLAB R-VALUE AND DEPTH D	CRAWL SPACE WALL R-VALUE C
5	0.32	0.55	49	20 or 13 + 5 (See footnote h)	13/17	30 (See footnote g)	15/19	10.2 ft	15/19

Minimum Requirements  
for Residential Plot Plan

The plot plan must be accurately drawn to an engineer scale displaying the following information:

Minimum paper size 8 ½"x11"  
Maximum paper size 11" x 17"

General Information:

1. Applicant(s) name.
2. Legal description.
3. Site address.
4. Current zoning classification.
5. Zoning setback lines.
6. An identified scale.
7. North directional arrow.
8. Property line dimensions and bearing directions.
9. Official property iron pins.
10. Existing structures including decks, porches, garages and sheds.
11. Proposed structures or additions including decks, porches, sunrooms, garages and sheds.
12. Dimensions of all buildings.
13. Roof overhangs.
14. Existing or proposed fences.
15. Driveways, sidewalks, patios and retaining walls. (engineering required for retaining walls when the height exceeds 4-ft from the bottom of the footing to the top of the wall)
16. Distances between building walls and lot lines.
17. Water service size and location.
18. Building sewer size and location.
19. The sump pump discharge line location. (minimum 3" diameter)
20. Place two points on the side line lots where the front wall intersects the side lot lines. Indicate the distances from the front corner iron pins to the two points and from the two points to the building corners.
21. Statement on the site plan that all property iron pins shall be visible and marked during the entire construction process.

Engineering Information :

1. Public utilities abutting the property. (storm sewers, sanitary sewers & water mains)
2. Location and dimensions of all public and private easements. (see property title and subdivision final plat)
3. Flood zones.
4. Minimum low opening elevations.
5. Elevations of top of foundation walls, final grade at foundation walls, final grade at 10 feet from foundation walls, top of lowest floor elevation, top of curb, property corner elevations and storm sewer conveyance openings.
6. Storm water surface flow arrows.

REQUIREMENTS FOR SUBMITTING DRAWINGS  
(one set of plans required for each application)

1. Scaled floor plans with designated room uses, square footage of habitable space, square footage of unfinished/storage spaces, doors and windows.
2. Indicate locations of smoke and carbon monoxide detectors.
3. Foundation plan showing all footings, stem walls, basement walls, slabs, foundation damp proofing material, drainage system and slab vapor barrier. Sizes, locations and cross sections showing reinforcement of each. All bearing load number from engineered girders and beams shall be noted. If engineered foundation is used or required, stamped plans shall be submitted with the permit application for approval.
4. Floor framing plans, which include size, type of material, spans, and bearing points of all joist, girders, beams and columns. Show method of all connections to the footings or foundation.
5. Wall cross sections providing framing details showing interior wall finish, vapor barrier, insulation, wall bracing, sheathing, weather barrier, flashing and exterior wall coverings.
6. Header sizes and materials of openings exceeding 4-feet in width.
7. Roof framing details indicating roof system to be used, sheathing, underlayment, ice dam, covering.
8. Stair details showing rise, run, guards and handrails.
9. Decks and porches showing footing locations, depth and size, columns, floor and roof framing materials and connection methods throughout the entire structures.
10. Location of all heating appliances and type of fuel to be used.
11. Location of electrical service and panel boards.
12. Show all insulation materials used to comply with energy code requirements.
13. If mail order plans are used and changes are made, the plans will need to be modified prior to submittal for permit.
14. Show all design standard requirements of Section 1612 of the Zoning Code.

Requirements to Maintain a Valid Permit

- Address placard shall be placed so that the address number is visible from the public street.
- The approved set of plans, specifications and other data must be kept on the job site and protected from weather.
- Advance one day notice is required for inspection request. See inspection policy for exceptions.
- Contractors shall maintain required business license, contractor's license, bonds and insurances.
- The permit holder is required to review and follow the approved plans, specifications.
- The permit holder is responsible to ensure plan review comments are communicated to all subcontractors and provided or resolved before scheduling an inspection.
- A common rule of thumb for inspections is **"never cover anything until the City Inspector has seen it and signed off."**

The undersigned has submitted the required plans, specifications and plot plan which are hereto attached, incorporated into and part of this application. The undersigned agrees to comply with all applicable codes; give full notification to the building inspector when required inspections are needed; that he or she will not use or occupy this structure or structures covered by the permit until the certificate of occupancy has been issued; and will not proceed with construction until the permit is issued.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or waive the provisions of any other laws required by Federal, State, and City or covenants regulating construction or the performance of construction.

Signature of Owner or Authorized Agent

Date

PLEASE PRINT ABOVE NAME HERE: \_\_\_\_\_