

# 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, April 20, 2015 • 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 March 23, 2015 City Council Meeting.
  - b. Approve claims.
  - c. Approve street closure of Gilbert Street, north of the intersection of Gilbert and Sullivan, on Sat. May 16, 2015 from 5:30 p.m. until 11:00 p.m. for a graduation party.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
  - a. Mayor Mark Worrell – Recognition of Anita Starr D.D.S.
  - b. John Etheredge and Jay Walton – Introduction to JCG Land Services, Inc.
  - c. 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.
  - d. First Reading of Ordinance 727 amending Chapter 55 “Animal Protection and Control.”/Move to action.
  - e. Resolution 1289, approving a professional services agreement with Iowa Codification, Inc. in the amount of \$2,300./Move to action.
  - f. Resolution 1290, amending the West Branch Schedule of Fees./Move to action.
  - g. Resolution 1291, amending the Revolving Loan Fund Agreement with Main Street West Branch./Move to action.
  - h. Public Hearing on the proposed plans and specifications, proposed form of contract and estimate of cost for construction of Main Street Sidewalk – Phase 2 for the City of West Branch, Iowa, and the taking of bids therefor.
  - i. Resolution 1292, approving the plans, specifications, form of contract, and estimate of cost; all for the Main Street Sidewalk – Phase 2 Project./Move to action.
  - j. Resolution 1296, accepting bids and awarding the construction contract for the Main Street Sidewalk Phase 2 Project./Move to action.
  - k. Public Hearing on proposed plans and specifications, proposed form of contract and estimate of cost for construction of Parkside Drive Improvements for the City of West Branch, IA and the taking of bids therefor.

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## CITY COUNCIL MEETING AGENDA

**Monday, April 20, 2015 • 7:00 p.m. (continued)**  
**City Council Chambers, 110 North Poplar Street**  
*Action may be taken on any agenda item.*

- l. Resolution 1293, approving the plans, specifications, form of contract, and estimate of cost; all for the Parkside Drive Road Improvements Project, West Branch, Iowa./Move to action.
  - m. Resolution 1297, accepting bids and awarding the construction contract for the Parkside Drive Road Improvements Project, West Branch, Iowa./Move to action.
  - n. Resolution 1294, approving an amendment to subscription agreement with Tyler Technologies, Inc. in the amount of \$16,756./Move to action.
  - o. Resolution 1295, approving 28E agreements between the City of West Branch, Iowa and the Boards of Trustees of Cass, Gower, Graham, Iowa, Scott and Springdale Townships for the purposes of fire protection and aid and assistance for other emergencies or disasters relating to life and property, or hazardous materials./Move to action.
  - p. Resolution 1288, approving a joint funding agreement between the City of West Branch and the United States Geological Survey (USGS) Iowa Water Science Center for stormwater monitoring./Move to action.
  - q. Accept the resignation of Josh Meade as a reserve police officer./Move to action.
  - r. Accept the resignation of Mackenzie Krob from the West Branch Preservation Commission./Move to action.
8. City Staff Reports
- a. Public Works Director Matt Goodale – Planning and Zoning Training Report
  - b. Public Works Director Matt Goodale – Stormwater BMP Reimbursement Program
  - c. Public Works Director Matt Goodale – Sealcoat Repair on 4<sup>th</sup> Street and other streets
  - d. Public Works Director Matt Goodale – Intake Repairs on Parkside Drive
  - e. Deputy City Clerk Leslie Brick – Employee Insurance Policy
  - f. Library/IT Director Nick Shimmin – Surplus Policy
  - g. Library/IT Director Nick Shimmin – City Twitter Account
9. Comments from Mayor and Council Members
- a. Mayor Mark Worrell - Recommendation to City Council from Planning & Zoning Commission to investigate various options and costs and consider a timeline for the construction of an extension of Green View Drive from Sullivan Street to Greenview Circle, connecting the Greenview and Pedersen Valley subdivisions.
  - b. Mayor Mark Worrell - Development Incentives Committee Report on Incentive Options.
  - c. Mayor Mark Worrell – Emergency Communications Update
10. Adjournment

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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**

**March 23, 2015  
7:00 p.m.**

Mayor Worrell opened the West Branch City Council meeting at 7:03 p.m. by welcoming the audience and the following City staff: City Administrator Matt Muckler, Deputy City Clerk Dawn Brandt, Deputy City Clerk Leslie Brick, Library Director Nick Shimmin, Police Chief Mike Horihan, Park & Recreation Director Melissa Russell and City Attorney Kevin Olson. Council members: Jordan Ellyson, Colton Miller, Mary Beth Stevenson, Brian Pierce, and Tim Shields.

**APPROVE AGENDA/CONSENT AGENDA**

- a) Approve minutes from the March 2, 2015 City Council Meeting.
- b) Approve claims.
- c) Approve Class C Native Wine License with Outdoor Service and Sunday Sales Permit for Elmira Winery, Inc. DBA Brick Arch Winery.
- d) Approve the Wage Works Flexible Spending Account Renewal for April 1, 2015-March 31, 2016 in the amount of \$524.80.
- e) Approve quote from the Iowa Communities Assurance Pool for liability and property insurance in the amount of \$9,743.13 for the period of April 1, 2015-June 30, 2015.
- f) Approve moving the Monday April 6, 2015 City Council Meeting to Tuesday, April 7, 2015, due to a Planning and Zoning Training to be held in Davenport, IA on Monday April 6, 2015.
- g) Approve destruction of records with Document Destruction & Recycling Services listed on Records Destruction Form per the Record Retention Manual for Iowa Cities.
- h) Approve journal entry of \$5,000.00 from Police Apparatus Reserve Fund to General Fund for purchase of radios from radio grant.

Motion by Stevenson to approve the agenda/consent agenda, second by Ellyson. AYES: Stevenson, Ellyson, Miller, Pierce, Shields. Motion carried.

March 23, 2015	City of West Branch	
	Claims Report	
Aero Rental	Fire - Supplies	158.00
Air Cooled Engine	Cemetery - Chain Saw	314.96
Alliant Energy	Various Depts. - Utilities	11,050.09
Amazon	Library - Supplies	252.33
Baker & Taylor Inc.	Library - Books	930.24
Barron Motor Supply	Water - Supplies	964.30
Bound Tree Medical	Fire - Medical Supplies	314.82
BP Amoco	Sewer/Fire - Fuel	244.37
Brandt, Dawn	Admin - Reimb For Supplies	16.79
Brick Arch Winery	M&C-Board & Comm trng Event	600.00
Brown's West Branch	Police - Service 08 Dodge Ram	150.44
Brownells	Police - Supplies	152.25
Business Radio Sales	Police - Radios	6,376.40
Callahan Municipal Consultant	Adm/Water/Sewer-CIP Consult	2,709.24
Cedar Rapids Photo Copy	Library - Service/Toner	45.69
CLIA Laboratory	Fire - CLIA Lab User Fee	150.00
Copyworks	Police - Supplies	24.00
Costco Wholesale	Adm/Lib/P&R - Supplies	206.57
Culligan Water	Fire - Water Cond. Rental	37.90
Demco	Library - Labels	13.93
Deweys Jack & Jill	Water/Town Hall - Supplies	37.44
Ed.M.Feld Equipment	Fire - Supplies	77.88
EFTPS	Federal Withholdings	6,573.82
Emergency Services Marketing	Fire - Service	28.17
ETS Corporation	Adm/Water/Sewer - Credit Card Fees	59.55
F&B Communications	Admin - Web Hosting	29.95
Farmers Supply	Water - Supplies	78.35
General Pest Control	Library - Pest Control	70.00
Hanna, John	Police - Reimbursement For Trng Exp.	799.74
Iowa Communities Assurance Pool	Various Depts-3 Month Insurance Ren	9,743.13
Iowa Dept Of Public Safety	Police - One Month Iowa System Fee	100.00
Iowa League Of Cities	Admin - IMFOA Conf Fees	315.00
Iowa State University	M&C - P&Z Training Workshop	700.00
Iowa State University, Treasurer	Fire - Training	100.00
Johnson County Mutual Aid	Fire - JCMMA Dues	89.00
Johnson County Refuse	Recycling - February	3,681.25
Jones Janitor Supplies	Water - Brooms	110.00
Kevin Olson	Legal Services For March	1,500.00
Kieck's Career Apparel	Fire - Uniforms	77.55
Kirkwood Comm. College	Water - Training Class	125.00
Liberty Communications	Various Depts. - Phone Service	1,121.91
Liberty Doors	Library - Service Repair	503.00
Linn County R.E.C.	Streets - Utilities	138.00
Lynch's Excavating	Water - Wtr Main Olip St/Curb Stop Rep	3,254.00
Matt Parrott	Admin - Envelopes	133.75
Menards	Streets- Supplies	182.28
Midwest Janitorial Service	Lib/TH/Adm/Police- Cleaning	646.56
Overdrive	Library - EBooks	158.75
Payroll Expense	Payroll Expense 3/13/15	28,315.33
Pitney Bowes	Adm/Water/Sewer/Lib - Postage	1,546.99
Qc Analytical Services	Sewer - Testing	584.00

Quill Corp	Adm/Fire/Lib - Supplies	497.75
Shanelle Peden	Cable - Video Meetings	225.00
Sioux Sales Company	Police - Holsters	255.25
St. Paul Stamp Works	Animal Cont - Animal Tags	62.77
The Gazette	Library - Subscription Renewal	72.80
The Northway Corporation	Water - Service Pump #1 Repair	7,202.50
Toynes Ia. Fire Trk.Serv	Fire - Marker Light	22.63
Treasurer State Of Iowa	Iowa Sales Tax Ach 3-11-15	2,458.77
Treat America	Police - Training Meals	17.48
Uniform Den	Police - Uniforms	634.04
U Of I: State Hygienic Lab	Water - Testing	75.00
UPS	Sewer - Shipping	81.81
Upstart	Library - Supplies	128.76
US Bank Equipment	Lib/Adm - Copier Contracts	312.22
Veenstra & Kimm	P&Z/Streets - Various Engineering	1,133.25
Verizon Wireless	Various Depts - Phone Service	774.52
Walmart	Library - Supplies	297.54
West Branch Animal Clinic	Animal Cont - Stray Cats	118.00
West Branch Repairs	Fire/Police/Water - Service	2,231.13
West Branch Times	Legal - Publications	562.61
WEX Bank	Water/Sewer/Police - Fuel	1,502.84
	Grand Total	104,259.39

Fund Totals		
001 General Fund		48,271.86
022 Civic Center		890.29
031 Library		9,783.25
036 Tort Liability		6,907.97
110 Road Use Tax		1,202.75
112 Trust And Agency		1,464.00
600 Water Fund		24,929.45
610 Sewer Fund		10,809.82
Grand Total		104,259.39

**COMMUNICATIONS/OPEN FORUM - NONE**

**PUBLIC HEARING/NON-CONSENT AGENDA**

Mayor Mark Worrell – Recognition of Mercy Family Medicine of West Branch.

Mayor Worrell presented Brad Heithoff, MD and Ellen Collins, PA-C of Mercy Family Medicine with a certificate of appreciation for the service they provide in the West Branch community.

Councilperson Colton Miller - Appointments/Reappointments/Move to action.

i. Curtis Walker – West Branch Volunteer Firefighter.

Motion by Pierce second by Shields to approve Curtis Walker as a West Branch Volunteer Firefighter. AYES: Pierce, Shields, Ellyson, Miller, Stevenson. Motion carried.

Animal Control Commission Chair, Dr. Alan Beyer – Proposed Changes to Animal Control Ordinance.

Dr. Alan Beyer provided proposed changes to address classification of animals, adding a penalty provision related to animal neglect and to clarify the requirements of animals at large prohibited specifically in the Dog Park. These recommendations would amend Chapter 55 Animal Protection and control, with a first reading brought to Council at the next Council meeting.

Jerry Sexton and Roger Laughlin – Development Incentives Committee Report on City Growth Proposal.

A committee of developers, bankers and builders would like to increase the number of new homes built while providing a program that would offer more affordable new home pricing options. Sexton and Laughlin reported the committee might offer a five year tax rebate on the City portion of property taxes at the time of occupancy, reduce the cost of building permit fees and water/sewer hook-up fees. They are also interested in having a Parade of Homes entry in West Branch next year.

Nuisance Hearing for 207 E. Green Street, West Branch per Section 50.08 of the Code of Ordinances, requested by Mr. Mike Lucassen.

Mr. Lucassen asked for clarification of the steps in the City nuisance abatement procedure. City Administrator Matt Muckler provided him with those steps. City Attorney Kevin Olson explained that the junk vehicles need to be removed from his property. Lucassen agreed to remove the junk vehicles by Friday, March 27th and if he needs additional time he will talk to Mayor Worrell.

Approve an order to abate a nuisance at 207 E. Green Street no later than March 27, 2015./Move to action. Motion by Ellyson, second by Stevenson to approve Mr. Lucassen’s statement that he will abate the junk vehicles nuisance at 207 E. Green Street by March 27th. AYES: Ellyson, Stevenson, Pierce, Shields, Miller. Motion carried.

Resolution 1282, authorizing an internal advance to tax increment revenue fund./Move to action.

Muckler said this resolution authorizes a transfer from the TIF fund to the general fund for the Parkside Road Improvement project and Acciona legal costs.

Motion by Pierce, second by Ellyson to approve Resolution 1282. AYES: Pierce, Ellyson, Miller, Stevenson, Shields. Motion carried

Resolution 1283, approving a farm lease with Al Lacina for \$3,450./Move to action.

Motion by Shields, second by Stevenson to approve Resolution 1283. AYES: Shields, Stevenson, Pierce, Ellyson, Miller. Motion carried

Resolution 1284, approving an agreement for collection services with Credit Management Systems./Move to action.

Muckler stated the fees of this agreement for collection services range from 15-35% depending on the circumstances. Motion by Shields, second by Ellyson to approve Resolution 1284. AYES: Shields, Ellyson, Miller, Stevenson, Pierce. Motion carried

Resolution 1285, hiring Catherine Steen as a part-time police officer for the City of West Branch, Iowa, and setting the salary for the position for fiscal year 2014-2015./Move to action.

Police Chief Mike Horihan said that he met Catherine when she was a trooper for Johnson County. She currently teaches criminal justice at Kirkwood Community College. Horihan said she completed and passed the physical agility test and is very capable of doing the job.

Motion by Stevenson, second by Ellyson to approve Resolution 1285. AYES: Stevenson, Ellyson, Miller, Pierce, Shields. Motion carried

Resolution 1286, approving a participating entity addendum to the U.S. Bank Commercial Card Master Agreement, dated August 12, 2010 between the University of Iowa and U.S. Bank./Move to action.

Olson noted this agreement is to obtain a city credit card.

Motion by Pierce, second by Shields to approve Resolution 1286. AYES: Pierce, Shields, Ellyson, Miller, Stevenson. Motion carried

Resolution 1287, approving advertising with iHeart Media in the amount of \$4,999.70./Move to action.

Muckler explained the different advertising packages that will be used to promote Hoover's Hometown Days and other City events. Miller suggested this would be a good way that businesses could sponsor a group for Hoover's Hometown Days and promote their business.

Motion by Shields, second by Ellyson to approve Resolution 1287. AYES: Shields, Ellyson, Miller, Stevenson, Pierce. Motion carried

#### **CITY STAFF REPORTS**

Deputy City Clerk Dawn Brandt - Ordinance Codification Service Options

Brandt provided options from Iowa Codification Inc. to add approved ordinances to the City code book. Council discussed budgeting for a complete review and update with an online service option in the FY17 budget.

Council agreed to complete option one for \$2,000 which includes the ordinance supplement, proceedings to readopt the existing code and a digital copy of the updated book.

City Attorney Kevin Olson – Solid Waste RFP Options

Olson noted the current solid waste agreement with Johnson County Refuse is up for renewal the end of June and the City could put the service out for bids. Steve Smith from Johnson County Refuse provider since 2001 spoke about continuing his contract with the City. There has only been one price increase in the last fourteen years. Smith explained they offer an annual sticker option and in the future might provide a food composting option. Stevenson and Shields both appreciated the good service Johnson County Refuse provides and how well respected they are in the business. Olson said there is no requirement to bid out the service.

Police Chief Mike Horihan – Parking on Sidewalks

Horihan said the zoning ordinance does not allow parking in the grass on front yards. There has been discussion to remove the front yard parking on sidewalks from the zoning code to parking enforcement regulations for better monitoring. Horihan informed the Council and media they will be addressing the problems and any parking on sidewalk issues.

#### **COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Councilperson Mary Beth Stevenson – 2015 Iowa Water Conference

Stevenson said she is proud of the City for looking into ways to participate in conservation projects in the watershed that will help improve the water quality and reduce flooding.

Mayor Mark Worrell – Update on Partnership Opportunities between the USGS and the City of West Branch.

Worrell explained the information collected from three stream flow gauges and raingages along with the model would provide necessary data to analyze where the problems are and help with prevention of flooding. Council agreed the data would provide information to the City in planning for future flood retention options. There was discussion between Council members on the cost and number of gauges needed. Options to move forward with the project will be discussed at the next Council meeting.

Mayor Mark Worrell – Title Sponsor for Hoover's Hometown Days 2015

Worrell announced that Altorfer Ag Products Inc. will be the title sponsor and has contributed \$5,000 for Hoover's Hometown Days. They will have equipment downtown, have a float in the Mayor's parade and will sponsor the Main Street stage events.

Motion to adjourn to executive session to discuss the purchase of particular real estate only where premature disclosure could reasonably be expected to increase the price the governmental body would have to pay for that property pursuant to Section 21.5(j) of the Code of Iowa./Move to action.

Motion to adjourn to executive session at 9:13 p.m. by Ellyson, second by Shields. AYES: Ellyson, Shields, Miller, Stevenson, Pierce. Motion carried.

Motion to adjourn from executive session by Miller, second by Shields. Motion carried on a voice vote. Executive session meeting adjourned at 9:52 p.m.

**ADJOURNMENT**

Motion to adjourn meeting by Miller, second by Shields. Motion carried on a voice vote. City Council meeting adjourned at 9:53 p.m.

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

ATTEST: \_\_\_\_\_  
Dawn Brandt, Deputy City Clerk

**ORDINANCE NO. 727**

**AN ORDINANCE AMENDING CHAPTER 55 “ANIMAL PROTECTION AND CONTROL”**

WHEREAS, the Animal Control Commission annually reviews Animal Protection and Control provisions contained within the City Code; and

WHEREAS, the Commission finds it appropriate to revisit the penalty provisions related to classification of animals, animal neglect and other violation of Chapter 55; and

WHEREAS, the Commission also finds it appropriate to clarify the requirements of 55.10 Animal at Large Prohibited in relation to the West Branch Dog Park of Chapter 55; and

WHEREAS, the Commission has put forth recommendation to the City Council on this matter.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. Amendment. The Code of Ordinances of the City of West Branch is hereby amended by deleting Section 55.21 in its entirety and replacing it with a new Section 55.21 of the Code of Ordinances, which will read as follows:

55.21 PENALTIES. Any violation of this chapter shall be considered a simple misdemeanor or municipal infraction as provided in Chapter 4 of this Code of Ordinances. The following three schedules of civil penalties shall apply for violations punished as a municipal infraction in any 12-month period:

1. Penalties pertaining to Section 55.03 ANIMAL NEGLECT – Minimum fine of \$500 and up to 30 days in jail.

2. Penalties pertaining to Section 55.16 CLASSIFICATION OF ANIMALS

A. Level 1:

- |                                    |       |
|------------------------------------|-------|
| (1) First offense:                 | \$25  |
| (2) Second offense:                | \$50  |
| (3) Third offense:                 | \$75  |
| (4) Fourth and subsequent offenses | \$100 |

B. Level 2:

- |                                    |       |
|------------------------------------|-------|
| (1) First offense:                 | \$30  |
| (2) Second offense:                | \$60  |
| (3) Third offense:                 | \$90  |
| (4) Fourth and subsequent offenses | \$120 |

- C. Level 3:
  - (1) First offense: \$75
  - (2) Second offense: \$100
  - (3) Third offense: \$150
  - (4) Fourth and subsequent offenses \$200

D. Level 4: \$200

3. Penalties pertaining to all other sections of Chapter 55 of the City Code:

- A. First offense: \$25
- B. Second offense: \$50
- C. Third offense: \$100
- D. Fourth and subsequent offenses \$150

Section 2. Amendment. The Code of Ordinances of the City of West Branch is hereby amended by deleting the first sentence of Subsection 55.10(1) and replacing it with the following:

1. It shall be unlawful for any person to permit any animal to be at large or stray beyond the property of such person unless such animal is restrained by leash, within the confines of the West Branch Animal Park, or confined within a motor vehicle.

Section 3 Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

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

Section 5. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

Passed and approved this 20th day of April, 2015.

First Reading: April 20, 2015  
 Second Reading:  
 Third Reading:

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Mark Worrell, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1289

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH IOWA CODIFICATION, INC. IN THE AMOUNT OF \$2,400.

WHEREAS, Iowa Codification, Inc. has provided supplemental codification services to the City of West Branch in the past; and

WHEREAS, the City of West Branch has found these services to be of high quality and reasonably priced; and

WHEREAS, Iowa Codification, Inc. has provided the City of West Branch with an agreement to supplement the City Code by codifying Ordinances 705-729 and to provide the City with the necessary proceedings for the City Code to be readopted; and

WHEREAS, the cost to supplement and readopt the City Code is \$2,000; and

WHEREAS, the cost to purchase four completed books is \$300; and

WHEREAS, the additional charge for Ordinances 725 and 726 is \$100; and

WHEREAS, it is now necessary to approve said agreement.

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

Passed and approved this 20th day of April, 2015.

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

ATTEST:

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

February 2, 2015

City of West Branch  
c/o Dawne Brandt, City Clerk  
110 North Poplar Street  
West Branch, IA 52358

Dear Dawne:

We appreciate our partnership with West Branch and commend the City on maintaining its current Code of Ordinances with regular supplements. The City's Code was originally adopted in 1999. While you have done a great job of codifying locally adopted ordinances, since 1999 there have been many State legislative changes enacted that have not been incorporated into your Code.

For example:

- 1) 1.10 Standard Penalty – The West Branch Code lists \$500, and State Code limits for misdemeanors was changed to \$625 in 2009.
- 2) 17.03 (1) Exercise of Power – The West Branch Code provides a limit of \$25,000, and State Code amended the limit to \$100,000 in 2007.
- 3) 50.12 Installation Payment of Cost Abatement – The West Branch Code provides for installments if costs exceed \$100, and State Code was amended to \$500 in 2012.

We bring this to your attention so the City understands there are discrepancies between its current City Code and the Code of Iowa. West Branch has a couple options to consider in the continued maintenance of its code.

**Option 1, Supplement and Readopt:** For cities that have not completed annual supplements, this is the minimum action required to be in compliance with State Code. This option would include supplementing your code by codifying Ordinances No. 705-729. In addition, we would send you the necessary proceedings for the code to be readopted.

Specifically, this option includes:

- 14 sets of replacement pages needed to incorporate changes required by Ordinances No. 705-729.
- Updated supplement record page to document the above codification.
- Proceedings to readopt the existing Code of Ordinances.
- Digital copy of your updated code book.

The cost to supplement and readopt the City code is \$2,000.

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610 Buddy Holly Place • P.O. Box 141 • Clear Lake, Iowa 50428

Phone: 641-357-7596 • Fax: 641-357-7561

[simmering-cory.com](http://simmering-cory.com)

[iowacodification.com](http://iowacodification.com)

OR

**Option 2, Code Update and Readopt:** This option includes not only the supplementation of your uncodified ordinances, but also, a comprehensive update of your existing City code books to incorporate State legislative changes and City updates. We will also provide the necessary proceedings for you to adopt the updated Code of Ordinances.

Specifically, this option includes:

- Supplementing Ordinances No. 705-729.
- Incorporating State of Iowa legislative changes that have impacted your City's code and result in certain chapters not being consistent with State Code.
- Including City deletions and clean-ups to sections of your code that are no longer being utilized or are inconsistent with actual practice.
- 14 complete sets of the new code books.
- Proceedings to adopt the revised Code of Ordinances.
- Digital copy of your updated code book.

With the information we have at this point, the cost to produce the updated code is \$6,000.

Usually this process takes about one year, so the price is spread out over more than one fiscal year, with forty percent due as a down payment, forty percent due as a draft payment, and the balance due when the new code books are shipped.

This proposal is valid for 90 days.

#### **ONGOING SERVICES:**

- ◆ **SUPPLEMENTS.** We offer our clients a continuing supplement service in order to keep a City's code current. As local ordinances are adopted, we codify them into the proper places in the code book. Cities receive digital and hard copy supplements. In addition, we provide a supplement record page listing all the codified ordinances.

Our cities utilize this ongoing supplement service on an annual, semi-annual, quarterly, or "as-needed" basis. We pride ourselves in a prompt turnaround of the ordinances submitted by a city. Supplement service costs are \$22 per page where text is changed, and \$2.50 for a back or front side where no change is made (2 sheets needed for duplexing) or where text on pages has to be bumped because of supplementing.

- ◆ **LEGISLATIVE UPDATES.** An additional service which we make available to our clients is our annual legislative update. Once a year we send a list of bills that have been passed by the Iowa General Assembly and which impact the City's code. We then offer to prepare the necessary amending ordinances needed to incorporate the legislation into the City's code, and once the ordinances have been adopted, we codify them into

the code. We believe the cost of this service is very economical, but its price varies each year depending on the amount of legislative action that has occurred.

Here is the cost of legislative changes for the past five years, assuming a city purchased all the changes we offered:

2010	\$ 650
2011	-0-
2012	650
2013	400
2014	1000

We recommend purchasing legislative change amendments each year in order to keep the City's code up-to-date. There is no annual fee. The cost depends on the number of ordinances to be supplemented and which updates the City wishes to order.

- ◆ **SAMPLES.** Another service we provide is sharing sample ordinances compiled from working with our clients. For instance, if West Branch were having problems with parking during snow removal and were not satisfied with the current regulations, you could ask us to send you samples of how other cities handle the situation. In this case, we would have more than 20 samples to share.
- ◆ **ONLINE SERVICES.** Once an update project is completed, for an additional fee, we can also assist the City with posting their Code of Ordinances and/or Council minutes online.

As you may know, we have provided codification services to cities in Iowa for nearly 30 years. We hope to continue partnering with you to maintain West Branch's code and assist with your future codification needs. Please do not hesitate to call me if you have any questions.

Sincerely,



Alice Futrell  
[afutrell@netins.net](mailto:afutrell@netins.net)  
Iowa Codification, Inc.  
610 Buddy Holly Place, P.O. Box 141  
Clear Lake, IA 50428  
(641) 357-7596



RESOLUTION NO. 1290

RESOLUTION ADDING ANIMAL CONTROL AND PROTECTION AND PUBLIC FACILITY USER FEES TO THE WEST BRANCH SCHEDULE OF FEES

WHEREAS, the West Branch Animal Control Commission believes that it is appropriate to add animal control and protection fees to the West Branch Schedule of Fees for boarding of impounded animals, owner reclamation of impounded animals, and adoption of impounded animals per Section 55.18 of the City Code and licensing fees per Section 55.22 of the City Code; and

WHEREAS, City Staff wishes to clarify the alcohol deposit fee and Town Hall rental fees for events which include alcohol; and

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

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

Section 1. That the fees set forth in Exhibit "A" attached hereto and made a part hereof, be in full force and effect immediately upon its adoption and approval, as provided by law.

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

Passed and approved this 20th day of April, 2015.

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Mark Worrell, Mayor

Attest:

---

Matt Muckler, City Administrator/Clerk

## CITY OF WEST BRANCH SCHEDULE OF FEES

### NUISANCE ABATEMENT MUNICIPAL INFRACTION FEES

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

### PARK & RECREATION PROGRAM FEES

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

### VENDOR FEES

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

### SITE PLAN FEES

Site Plan Application Fee	\$200 + Actual costs occurred for engineering review
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REVISED APRIL 20, 2015

### PUBLIC FACILITY USER FEES\*

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

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

### WEST BRANCH DOG PARK FEES

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

### WEST BRANCH ANIMAL CONTROL FACILITY FEES

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

### WEST BRANCH ANIMAL REGISTRATION FEES

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

REVISED APRIL 20, 2015

CITY OF WEST BRANCH  
COUNCIL ACTION REPORT

MEETING DATE: April 7, 2015 ITEM: 7g.

DATE PREPARED: March 16, 2015

STAFF LIAISON: Matt Muckler, City Administrator

TITLE: Resolution 1291, amending the Revolving Loan Fund Agreement with Main Street West Branch.

**RECOMMENDATIONS:** Approve Resolution 1291.

**PROJECT DESCRIPTION:**

The City Council entered into a Revolving Loan Fund Agreement with Main Street West Branch on June 20, 2011. Prior to this time, the fund was being administered by the Cedar County Economic Development Commission (CCEDCO). Due to restrictions at the state level, these funds were being underutilized. Main Street West Branch worked with Main Street Iowa to make the funds available for use in West Branch.

The State Auditor's Office included a finding in the FY2014 Annual Audit (attached) which recommended that the Revolving Loan Fund be amended to include two additional items:

- 1) A requirement that Main Street only invest the funds in accordance with Chapter 12B.10(5) of the Code of Iowa; and
- 2) A requirement that Main Street West Branch provide periodic (monthly) accounting of the receipts/disbursements for the program so the City can record the financial information and ensure the funds are spent/used as intended by the agreement.

Main Street West Branch has reviewed the audit finding and have agreed to the proposed amendments.

**ATTACHMENTS:**

- Resolution 1291 (2 pages)
- Revolving Loan Fund Agreement (3 pages)
- Local Plan for the Intended Use of EDSA Program Income (8 pages)
- Resolution 946 (1 page)
- June 20, 2011 Council Minutes (3 pages)
- Annual Audit Finding (1 page)

RESOLUTION NO. 1291

RESOLUTION AMENDING THE REVOLVING LOAN FUND AGREEMENT WITH MAIN STREET WEST BRANCH.

WHEREAS, the City of West Branch entered into a Revolving Loan Fund Agreement with Main Street West Branch on June 20, 2011; and

WHEREAS, prior to this time, the fund was being administered by the Cedar County Economic Development Commission (CCEDCO); and

WHEREAS, due to restrictions at the state level, these funds were being underutilized; and

WHEREAS, Main Street West Branch worked with Main Street Iowa in order to make the funds available for use in West Branch; and

WHEREAS, The State Auditor's Office included a finding in the FY2014 Annual Audit (attached) which recommended that the Revolving Loan Fund be amended to include two additional items:

- 1) A requirement that Main Street only invest the funds in accordance with Chapter 12B.10(5) of the Code of Iowa; and
- 2) A requirement that Main Street West Branch provide periodic (monthly) accounting of the receipts/disbursements for the program so the City can record the financial information and ensure the funds are spent/used as intended by the agreement; and

WHEREAS, Main Street West Branch has reviewed the audit finding and have agreed to the proposed amendments.

WHEREAS, it is now necessary to approve said amendments.

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

Section 1. BE IT ENACTED by the City Council of West Branch, Iowa, that the "Revolving Loan Fund Agreement" with West Branch Main Street, approved on June 20, 2011 is hereby amended by adding a new section 10 to the agreement:

10. Main Street West Branch will only invest the funds in accordance with Chapter 12B.10(5) of the Code of Iowa

Section 2. BE IT ENACTED by the City Council of West Branch, Iowa, that the “Revolving Loan Fund Agreement” with West Branch Main Street, approved on June 20, 2011 is hereby amended by adding a new section 11 to the agreement:

11. Main Street West Branch provide periodic (monthly) accounting of the receipts/disbursements for the program so the City can record the financial information and ensure the funds are spent/used as intended by the agreement.

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

Section 4. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 20th day of April, 2015.

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Mark Worrell, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

REVOLVING LOAN FUND AGREEMENT

This Revolving Loan Fund (RLF) Agreement (Agreement) dated this 20<sup>th</sup> day of June, 2011, by and between the City of West Branch, Iowa (City) and Main Street West Branch.

WHEREAS, the City has by previous actions created a RLF for the purpose of providing loans to promote economic development in West Branch; and

WHEREAS, Main Street West Branch and the City mutually desire to continue the RLF with the creation of an administrative agreement in order to foster economic development within the West Branch area; and

WHEREAS, Main Street West Branch has been charged with the administration of the RLF on behalf of the City; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. MAIN STREET WEST BRANCH will receive and review all applications for the RLF and the Main Street West Branch Board of Directors will approve or deny all such loan applications. In determining whether a loan should be granted or denied and before a loan is extended, Main Street West Branch shall:

- A. Determine that the loan provides a benefit to the community of West Branch and its citizens to the extent that a public, and not a purely private, purpose is served by the loan; and
- B. Shall follow the approved local plan of intended use; and
- C. Bring back to the city council any amendments to the approved plan for city council action; and
- D. Will prepare an annual report delivered to the City Administrator within 30 days following the end of the fiscal year; and
- E. Consider any and all of the factors set forth in §15A.1 (2) of the Iowa Code.

2. Main Street West Branch is authorized to advance loans or loan guarantees from the RLF with provision for payment by the recipient of no or below-market interest, but it shall not make a grant or a loan for which any portion of the principal balance is forgiven.

The RLF shall be segregated and administered separately from all other Main Street West Branch funds. All records associated with the RLF shall similarly be segregated and maintained separately from all other Main Street West Branch documentation.

3. Main Street West Branch shall maintain a separate file for each loan application, and for each loan approved by Main Street West Branch, the file shall include the pertinent Board minutes documenting the Board's determination of facts as required by paragraph 1, setting forth the factual basis for such determination, and granting approval of the loan.

4. At no time shall loans be granted by Main Street West Branch in excess of funds on deposit in the RLF fund.

Main Street West Branch shall be responsible to prepare all loan documentation in accordance with reasonable lending practices, and shall to the extent possible, but consistent with the goals of economic development, seek to obtain available security, guarantees or subordinations in order to secure repayment of the loans.

5. All loan files shall remain in the office of Main Street West Branch and be made available for inspection at any time by the City.

6. No portion of the money in the RLF fund may be used for purposes other than loans or loan guarantees, except only that interest generated by loans may be used to pay those expenses reasonably associated with the administration of the fund. On request of the City, Main Street West Branch shall account to the City for all expenses incurred in administration of the fund.

7. Main Street West Branch shall advise the City of all defaults of loans and shall assume responsibility for collection of all loans. No settlement shall be made with a borrower except upon prior approval by the City Council. Further, the City reserves the right to demand assignment of any one or more loans for the purpose of collection, at which time Main Street West Branch shall be released from further responsibility for administration of the assigned loan/s.

8. The City or Main Street West Branch may, at any time, and upon written notice, terminate this Agreement, at which time Main Street West Branch shall immediately deliver all money on deposit in the RLF fund to the City and assign all existing loans to the City. Main Street West Branch agrees to execute any documents required by the City in order to affect this transfer.

If not terminated in this manner, this Agreement will otherwise terminate ten (10) years from the date of this Agreement, at which time Main Street West Branch shall immediately deliver all money on deposit in the RLF fund to the City and assign all existing loans to the City.

9. Main Street West Branch will act in accordance with all state and federal laws which would apply to its activities in administering and lending public funds for economic development.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name and on behalf of its Mayor and Main Street West Branch has caused the Agreement to be duly executed by its President as of the date first written.

CITY OF WEST BRANCH, IOWA

WEST BRANCH MAIN STREET

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
President,  
Main Street West Branch

By: \_\_\_\_\_  
City Administrator

# LOCAL PLAN FOR THE INTENDED USE OF EDSA PROGRAM INCOME

## City of West Branch

City Hall  
304 East Main Street  
West Branch, Iowa 52358

**Prepared by:**

**Main Street West Branch**

**September, 2003**

**Amended June 2007**

**Amended June 2011**

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# **ECONOMIC DEVELOPMENT**

## **REVOLVING LOAN FUND**

In an effort to promote and encourage economic development within the community, the City of West Branch has established a revolving loan fund to provide financial assistance to new and expanding businesses. Initial funding for this program was provided through a grant from the Iowa Department of Economic Development using federal Community Development Block Grant funds. These funds carry specific restrictions, which must be adhered to both by the City of West Branch and subsequent loan recipients. The City of West Branch has charged Main Street West Branch with the administration of the Revolving Loan Fund.

### **I. PURPOSE**

The Revolving Loan Fund Program is designed to provide supplemental financing in support of new and expanding businesses located within the City of West Branch. The revolving loan fund will be used by Main Street West Branch to make loans or loan guarantees for the following purposes:

1. To increase employment opportunities, particularly for low or moderate income residents, by increasing the number and type of businesses in the City of West Branch.
2. To promote the retention and expansion of existing businesses.
3. To increase the property tax base.
4. To diversify the community's economic composition by encouraging unique or essential business concerns.

### **II. GENERAL GUIDELINES**

A. Type of Assistance. The Loan Fund will provide direct loans or loan guarantees to new and expanding businesses within the City. The interest rate charged and length of the loan will be determined for each project individually based on demonstrated need. Loans at no interest are permitted if such an arrangement is determined to be necessary. In no case will the term of a loan exceed ten (10) years. The maximum loan amount to a single business will be based on availability of funds and other pending applications.

B. Eligibility. Applications must address one of the priorities addressed in Section I. Purpose and must also meet one of the following CDBG national objectives:

- Prevent or eliminate slum or blight;
- Primarily benefit low and moderate income persons;
- Imminent threat

C. Application Procedure. Applications for the Revolving Loan Fund will be accepted by Main Street West Branch at any time during the year and considered on a continuing basis contingent on the availability of loan funds. Main Street West Branch will take action within 60 days of receipt of a completed application. Action may include funding the application for all or part of the requested amount, denial of the application for funding, or requesting that additional information be supplied prior to making a final decision.

An original and one copy of the application shall be submitted to Main Street West Branch. Application forms and instructions will be available upon written request from Main Street West Branch or by calling the office at (319) 643-7100.

D. Threshold Criteria. All applicants for the City of West Branch Revolving Loan funds must satisfy the following minimum requirements to be eligible for assistance:

1. A minimum of one permanent job created or retained for every \$15,000 of Loan funds;
2. When used as a loan guarantee a minimum of one permanent job created or retained for every \$35,000;
3. At least fifty-one percent (51%) of the permanent jobs created or retained by the proposed project will be made available to low or moderate income individuals;
4. The proposed project must create or retain a minimum of four jobs; job creation projections are for a three-year period;
5. Jobs created as a result of other jobs being displaced elsewhere in the state will not be considered new jobs for the purpose of evaluating the application for assistance;
6. Loan funds shall provide no more than 40% of the financing for any project, with a minimum investment of 10% of the project costs from the applicant.
7. There must be evidence of adequate private equity;
8. There must be evidence that Revolving Loan funds are necessary to make the proposed project feasible. Evidence may be in the form of a bank denial letter.
9. There must be evidence that the project is feasible and that the business requesting assistance can continue as a "going concern" in the foreseeable future without additional or ongoing assistance;
10. There must be evidence that there will be no significant negative impacts on the economy of West Branch;
11. There must be evidence that no significant negative land use or environmental impacts will occur as a result of the project.

E. Regulatory Requirements. All applicants will be required to certify to the City and the State of Iowa that they will comply with the following requirements, if applicable:

1. The Civil Rights Act of 1964 (PL 88-353) and Title VIII of the Civil Rights Act of 1969 (PL 90-284);
2. Title I of the Housing and Community Development Act of 1974,' as amended;
  - C. Age Discrimination Act of 1975;
3. Section 504 of the Rehabilitation Act of 1973;
4. Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-S) where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;
5. 24 Code of Federal Regulations Part 58;
6. National Environmental Policy Act of 1969;
7. Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1979, Title II & Title III;
8. Hatch Act (5 U.S.C. Chapter 15).

F. Eligible Area. The location of each Revolving Loan Fund project must be within the West Branch city limits. Any Revolving Loan Fund loan must be immediately repaid, including outstanding principal and interest, if the project activity is moved outside the eligible area during the life of the loan or the business closes.

G. Evaluation Procedure. Applications for assistance under the Revolving Loan Fund will be submitted to Main Street West Branch. The program director will review the application for completeness and either return the application to the applicant with deficiencies noted or forward the proposal to Main Street West Branch RLF Review Committee. The Main Street West Branch RLF Review Committee will have 30 days to meet and review the application.

The Main Street West Branch RLF Review Committee may:

1. Submit the application to the Main Street West Branch Board of Directors with a recommendation for approval and suggested loan terms;
2. Submit the application to the Main Street West Branch Board of Directors with a recommendation not to approve a loan to the business; or
3. Return the proposal to the applicant for further information or clarification.

Upon receipt of the application and recommendation from the Main Street West Branch RLF Review Committee, the Main Street West Branch Board of Directors will review the proposal at its next regular meeting. If timing is a critical factor in the proposal, the Main Street West Branch Board of Directors may call a special meeting to consider the application. The Main Street West Branch Board of Directors may approve the, loan and terms of the agreement, disapprove the application, or defer action until additional information is available.

H. Rating Criteria. The following rating system will be used to rank applications for the Main Street West Branch Revolving Loan Fund:

1. Number of jobs per funds requested; jobs to be created must be within a three-year period, 100 points possible;
2. Percent of funds other than Revolving Loan Funds in the project, 100 points possible;
3. Need for and impact of the project; consideration will include local employment conditions, resultant new economic activity, quality of jobs, project schedule, property tax enhancement and other effects on the local tax base, 200 points possible.

The overall reliability and feasibility of application material will be considered.

Priority will be given to projects that increase the property tax base, create manufacturing or distribution jobs, diversify the area's economic composition, are unique or essential business concerns, and/or export products and services outside the State of Iowa. Refinancing or restructuring of existing loans will be considered low priorities.

I. Application Information. Main Street West Branch will utilize the approved application forms.

The applicant must agree to allow Main Street West Branch to research the company's history, make credit checks, contact the company's financial institution, and perform other related activities necessary for the reasonable evaluation of the Application. In the event inaccuracies, omissions, or errors are found, Main Street West Branch will have the discretion of rejecting the application or re-rating it based on correct information.

Requests to keep information confidential must be made in writing at the time of application and be in conformance with State law.

J. Loan Agreement. If a proposal is recommended for funding by Main Street West Branch, the applicant will sign a Promissory Note and Loan Agreement with Main Street West Branch. The Note and Loan Agreement, at a minimum, will establish the following:

1. The interest rate of the loan, whether it is fixed or variable, and the terms of its variability;
2. The term of the loan;
3. The frequency of loan payments;
4. Penalties for late payment;
5. The terms of the loan guarantee;
6. Job creation and/or retention schedule, as provided in the application;
7. Penalties for failure to meet job creation or retention goals;
8. May require a Development and/or Minimum Assessment Agreements when used as rehabilitation or new construction to justify the increase in property tax base;

9. Penalties for failure to meet development and minimum assessment goals

Interest rates may differ between projects. Rates charged depend upon the needs of each project and the degree to which the proposal is in conformance with the goals and priorities of Main Street West Branch's Revolving Loan Fund Program.

Loans may be long or short term, not to exceed ten (10) years depending upon the particular situation. The term may vary from project to project.

Revolving Loan Funds shall be secured by mortgages and/or liens against fixed assets. Such mortgages and/or liens may be subordinated to conventional bank financing. Other security, including Personal Guarantees, may be required.

Loans shall be made to private for-profit entities or non-profit entities whose primary focus is economic development.

Loans may be renegotiated. Renegotiation proceedings, however, are not the borrower's inherent right.

In general, repayment of loans will be made via equal payments over the term of the loan. Payments will be due and payable monthly, quarterly, semi-annually, or annually. Alternative schedules may be arranged if deemed appropriate.

The date of the first loan payment will be arranged on a project-by-project basis. Usually the date of first payment will not exceed six months from the date of the loan.

In the event that the borrower does not achieve the job creation levels specified, or in the event that the total project cost is less than the amount specified in the application, then loan funds received from Main Street West Branch may be subject to disallowance and immediate repayment. The maximum percentage of loan funds, which may be disallowed due to failure to achieve performance targets within three years, will be equal to the percentage of the performance targets not achieved or as decided by Main Street West Branch..

Submission of quarterly financial statements and semi-annual job creation reports shall be required of all borrowers. A final Performance Report and a final Status of Funds Report will be required from all borrowers within 60 days after the three-year period (to achieve performance targets) expires. Copies of such reports will be given to the Main Street West Branch Program Director.

K. Main Street West Branch Board of Directors. The Main Street West Branch Board of Directors will name a Revolving Loan Fund Committee that will act as the loan review board. A written recommendation shall be forwarded to the Main Street West Branch Board of Directors for action. The Revolving Loan Fund Committee will administer the RLF. The Revolving Loan Fund Committee shall be comprised of no fewer than five voting members plus the Main Street Program Director as an ex-officio member. The Program Director or his/her representative shall be present at each meeting of the Revolving Loan Fund Committee. One committee member shall be a lender from a local lending institution. The remaining members shall be persons who live within the city limits of West Branch or who live outside of the city limits of West Branch but have an interest in the economic climate of the applicant RLF territory. The Revolving Loan Fund Committee will elect a chairperson annually at the first meeting each year to serve through December. Three persons of the committee shall constitute a quorum

necessary for approving or rejecting an application for funding from the RLF. A simple majority (51%) of members voting shall be necessary for approval. The Program Director shall be responsible for the day-to-day administration requirements of the RLF.

The Main Street West Branch Revolving Loan Fund Committee will be responsible for consulting and making investment recommendations to the Main Street West Branch Board of Directors concerning the investment of the balance of any remaining loan funds.

L. Administration of the Fund. The Main Street West Branch Program Director, in consultation with the City's Finance Director, will be responsible for maintaining the appropriate accounting system related to the operation of the revolving loan fund. Investment of the balance of any remaining loan funds shall be in accordance with the Main Street West Branch Board of Directors' investment policy. Administration of specific loan agreements and monitoring of funded projects shall be the responsibility of the Main Street West Branch Program Director, or may be subcontracted to a qualified individual or firm. Cost for the administration of the Revolving Loan fund may be derived from the fund itself, or from other city funds.

**III. OTHER CONSIDERATIONS**

- A. Conflict of Interest. Main Street West Branch officials shall avoid any conflict of interest regarding the Revolving Loan Fund. The Main Street West Branch Board of Directors and their legal counsel will decide conflict of interest situations.
- B. Capitalization of Fund. The City agrees that the Revolving Loan Fund will be capitalized at a level of at least \$139,000 within 5 years of the effective date of the Community Development Block Grant - Economic Development Set-Aside Contracts. This will be accomplished with the repayment of funds from the existing, as well as any future, Community Development Block Grant projects.
- C. Retention of Records. All records related to each loan transaction shall be retained by Main Street West Branch for a period of at least three (3) years after the date upon which the final loan payment is received.
- D. Plan Amendments. The City Council may amend this plan by resolution, after holding a public hearing on the proposed change in accordance with applicable state law.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2011

\_\_\_\_\_, Mayor ATTEST: \_\_\_\_\_, City Administrator

RESOLUTION NO. 946

RESOLUTION APPROVING A REVOLVING LOAN FUND (RLF) AGREEMENT WITH  
MAIN STREET WEST BRANCH

WHEREAS, the City has by previous actions created a RLF for the purpose of providing loans to promote economic development in West Branch; and

WHEREAS, Main Street West Branch and the City mutually desire to continue the RLF with the creation of an administrative agreement in order to foster economic development within the West Branch area; and

WHEREAS, Main Street West Branch has been charged with the administration of the RLF on behalf of the City; and

WHEREAS, it is in the best interest of the citizens of the City of West Branch, Iowa that the City enter into an RLF agreement with Main Street West Branch; and

WHEREAS, the City has approved the RLF administrative agreement with Main Street West Branch; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, that the Mayor and City Administrator are hereby authorized and directed to enter into an RLF Agreement with Main Street West Branch.

COUNCIL MEMBER Worrell moved the adoption of the foregoing Resolution; COUNCIL MEMBER Johnson seconded the motion to adopt, and on roll call the voting was as follows:

AYES: Worrell, Johnson, Sexton, O'Neil, Oaks

NAYS: NONE

PASSED AND APPROVED, this 20th day of June, 2011.

BY:

  
Don Kessler, 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 Meeting**

**June 20, 2011  
7:00 p.m.**

Mayor Don Kessler opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator Matt Muckler, City Attorney Kevin Olson, Administrative Assistant Ashley Borland-Kaalberg, Fire Chief Administrator Dick Stoolman, Library Director Nick Shimmin, Park & Rec. Director Melissa Russell, Officer John Hanna Fire Chief Kevin Stoolman. Council members: Mark Worrell, David Johnson, Robert Sexton, Dan O'Neil and Jim Oaks.

**APPROVE AGENDA/CONSENT AGENDA**

- a) Approve minutes from the June 6, 2011 City Council Meeting.
- b) Approve claims.
- c) Approve Subscription Agreement for \$16,050, travel expenses of \$4,700, and Subscription Services Level Agreement for \$7,588 with Tyler Technologies.
- d) Approve moving the Monday July 4, 2011 City Council Meeting to Tuesday, July 5, 2011, due to Independence Day Holiday.
- e) Fire Department – Approve Fire Department payroll for July 1, 2011, in the amount of \$24,188.00.
- f) Fire Department – Approve Fire Department officers for FY12.
- g) Approve street closures on Main Street from Scott to 4th for RAGBRAI 2011 on Saturday July 30, 2011 from 4:00 a.m. – 11:00 a.m.
- h) Approve Agreement with J & M Displays for \$20,000 for Hoover's Hometown Days Fireworks Display.
- i) Approve Resolution 945, transferring \$5,500 monthly from the Water Fund to the Water Sinking Fund.
- j) Approve the Contract for Services with East Central Intergovernmental Association for professional services required to carry out the City of West Branch Comprehensive Plan.
- k) Approve Police Chief Job Description.
- l) Approve Iowa Department of Natural Resources Right of Entry and Indemnity Agreement.
- m) Approve change order of \$383 for the West Branch Fire Station Expansion Project for electrical changes per the City's request.

Motion by Johnson, second by Worrell. Roll call vote – Ayes: Johnson, Worrell, Sexton, O'Neil, Oaks. Motion carried.

DATE	CITY OF WEST BRANCH	
6/20/2011	CLAIMS REGISTER REPORT	
ACCIONA WINDPOWER NORTH	TIF REBATE - FY 11	186,899.00
AIR COOLED ENGINE SERVIC	CEMETERY - SUPPLIES	58.03
ALLIANT ENERGY	VARIOUS DEPTS - UTILITIES	7,054.45
	WATER - UTILITIES	47.37
AMAZON	LIBRARY - SUPPLIES	5.05
AMSAN	LIBRARY/ADMIN - SUPPLIES	108.78
ANDREWS, ALISON	ACH PAYROLL EXPENSE	246.40
BAILEY, MICHAEL	ACH PAYROLL EXPENSE	26.31
BAKER & TAYLOR BOOKS	LIBRARY - BOOKS	826.27
BARCO MUNICIPAL PRODUCTS	STREETS - SUPPLIES	424.39
BARNHART'S CUSTOM SERVIC	STREETS - CLEANING	3,702.00
BARRON MOTOR SUPPLY	FIRE - SUPPLIES	15.36
	STREETS - SUPPLIES	26.05
BDC BUILDING PLAN REVIEW	ADMIN - BLDG INSPECTIONS	174.30
BLANK, NICK	WATER - CREDIT REFUND	66.91
BLOEM, DAVID	ACH PAYROLL EXPENSE	1,422.50
	POLICE - IPERS WAGE ADJU	497.09
BLUE CROSS BLUE SHIELD	LIFE INS.	8.00
	DENTAL INS	72.30
	HEALTH INS	627.16
BORLAND-KAALBERG, ASHLEY	ACH PAYROLL EXPENSE	569.48
BP AMOCO	POLICE/WATER/STREETS/CEM	1,194.31
BRANDT, DAWN	ACH PAYROLL EXPENSE	1,173.14
BRICK, GERRY	ACH PAYROLL EXPENSE	208.44
BUSINESS RADIO SALES	FIRE - RADIO & SUPPLIES	6,694.60
CEDAR COUNTY ENGINEER	STREETS - ROCK HAULING	1,217.94
CEDAR COUNTY FARM-TO-MAR	STREETS - X30 NORTH PYMT	30,022.00
CEDAR RAPIDS PHOTO COPY	LIBRARY - SERVICE	16.56
	LIBRARY - SERVICE	37.44
	LIBRARY - SUPPLIES	7.00
	LIBRARY - SUPPLIES	7.00
	LIBRARY - FAX BOARD	640.00
CENTRAL IOWA DISTRIBUTIN	STREETS - SUPPLIES	117.88
CHAUNCEY BUTLER POST 514	COMM & CULT DEV - FLAGS	40.00
COLLECTION SERVICE CNTR.	CHILD SUP.	245.90

CREATIVE SOFTWARE SERVIC	ADMIN - COMPUTER CONSULT	42.50
	ADMIN - COMPUTER CONSULT	460.83
	POLICE - COMPUTER CONSUL	120.70
CROELL REDI-MIX, INC.	PARK & REC - CONCRETE FO	2,624.00
	PARK & REC - CONCRETE FO	1,335.00
CULLIGAN WATER TECHNOLOG	FIRE - SERVICE	32.95
DEMCO	LIBRARY - SUPPLIES	238.95
DEWEYS JACK & JILL	LIBRARY/WATER - SUPPLIES	12.06
	POLICE - SUPPLIES	24.16
DIAMOND VOGEL PAINTS	STREETS - TRAFFIC PAINT	361.80
EAST CENTRAL LIBRARY SER	LIBRARY - NEIBORS PROJECT	300.00
	LIBRARY - DISK CLEANING	30.00
ED.M.FELD EQUIPMENT CO.	FIRE - SUPPLIES	1,204.00
FARM PLAN	WATER - CLOTHING ALLOWANCE	79.99
FLEET SERVICES	POLICE - FUEL	495.71
GARLING CONSTRUCTION INC	CAPITAL PROJECTS - FIRE	128,744.95
GAZETTE COMMUNICATIONS	ADMIN - POLICE CHIEF	162.68
GENERAL PEST CONTROL	LIBRARY - SERVICE	70.00
GIERKE-ROBINSON CO	PARK & REC - NAIL STAKES	73.20
	PARK & REC - SUPPLIES	595.25
GOODALE, MATTHEW	ACH PAYROLL EXPENSE	1,348.86
GREATAMERICA LEASING COR	ADMIN - COPIER SERVICE	252.06
GRIMM, JOHN	PAYROLL EXPENSE	376.50
GROUT MUSEUM DISTRICT	LIBRARY - SUMMER READING	189.54
HANNA, JOHN	ACH PAYROLL EXPENSE	1,069.60
HANSEN ASPHALT	WATER - MAIN STREET PATCH	1,404.00
HANSEN, TRENT	FIRE - REIMBURSEMENT	1,641.07
HEICK, GINA	ACH PAYROLL EXPENSE	184.13
HOSPERS & BROTHER PRINTE	FIRE - OFFICE SUPPLIES	94.30
HSBC BUSINESS SOLUTIONS	CEMETERY - UTILITY TRAIL	259.99
INTERNAL REVENUE SERVICE	FEDERAL W/H	1,887.18
	FICA-MED.CAR	2,223.59
	FICA-MED.CAR	620.04
INTERNAL REVENUE SERVICE	FEDERAL TAX PAYMENT	350.13
IOWA ASSN. MUN. UTIL.	WATER - TRAINING	20.00
	WATER - EIASSO DUES	308.65
IOWA BUSINESS SUPPLY	ADMIN - OFFICE SUPPLIES	36.95
	ADMIN - OFFICE SUPPLIES	7.05
	ADMIN - OFFICE SUPPLIES	118.28
	WATER - OFFICE SUPPLIES	20.58
IOWA DNR	SEWER - CERTIFICATION EX	30.00
	WATER - CERTIFICATION EX	30.00
	SEWER - OPERATOR CERTIFI	60.00
IOWA FINANCE AUTHORITY	REVENUE SRF BOND LOAN PYMT	48,705.00
IOWA FINANCE AUTHORITY	REVENUE SRF BOND LOAN PYMT	4,207.50
IOWA FINANCE AUTHORITY	SRF GO BOND LOAN PYMT	103,392.50
IOWA NETWORK SERVICES IN	ADMIN - SERVICE	26.99
IOWA ONE CALL	WATER/SEWER - SERVICE	42.30
IPERS	IPERS	1,928.98
	IPERS	876.81
JOHNSON COUNTY REFUSE IN	RECYCLING - MAY	3,543.50
	SOLID WASTE - CLEAN UP DAY	639.80
KARR, DANIEL	PAYROLL EXPENSE	1,078.87
KESSLER, DONALD	PAYROLL EXPENSE	186.20
KNOCHE, REBECCA	ACH PAYROLL EXPENSE	685.51
LEASE CONSULTANTS CORP	LIBRARY - SERVICE CONTRACT	59.00
LIBERTY COMMUNICATIONS	VARIOUS DEPTS - PHONE	1,110.96
LINN COUNTY R.E.C.	STREETS - UTILITIES	102.00
LUCASSEN, ANGIE	WATER - CREDIT REFUND	29.06
LYNCH'S EXCAVATING INC	WATER - REPAIR WATER MAIN	1,878.80
LYNCH'S PLUMBING	LIBRARY - SERVICE	73.60
	FIRE - SERVICE	916.40
	FIRE - SERVICE	62.10
MARCUS THEATRES	LIBRARY - SUMMER READING	20.00
MATT PARROTT AND SONS	WATER/SEWER - BILLING	484.44
MEDIACOM	ADMIN - SERVICE	169.85
	ADMIN - SERVICE	34.95
MEDTRONIC EMERGENCY RESP	FIRE - CHEST COMPRESSION	13,649.00
MELISSA RUSSELL	PAYROLL EXPENSE	869.36
MENARDS	PAKR & REC - SUPPLIES	65.57
	STREETS - SUPPLIES	85.76
	TOWN HALL - SUPPLIES	41.94
MENDOZA, JUSTIN	WATER - CREDIT REFUND	62.54
MID-IOWA SOLID WASTE EQU	STREETS - ELGIN SWEEPER	140.93
MOSS, TIMOTHY	ACH PAYROLL EXPENSE	1,021.71
MUCKLER, MATTHEW	ACH PAYROLL EXPENSE	1,863.38
MUNICIPAL SUPPLY INC.	WATER - SUPPLIES	231.50
NAUMAN SOD FARMS	CEMETERY - SOD	29.00
NOEL AUTOMOTIVE	STREETS - SERVICE	570.00
O'NEIL, PAUL	ACH PAYROLL EXPENSE	1,175.40
OLSON, ATTY KEVIN	LEGAL - LEGAL SERVICES	1,250.00
PEDEN, SHANELLE	CABLE - VIDEOTAPING	100.00
	CABLE - VIDEOTAPING	100.00
PESCHEK, AARON	WATER - CREDIT REFUND	71.95
PITNEY BOWES GLOBAL FINA	ADMIN - POSTAGE MACHINE	444.03
PITNEY BOWES PURCHASE PO	ADMIN - SERVICE	10.87
	ADMIN/WATER/SEWER - POSTAGE	1,051.20
PLATO ELECTRIC	FIRE - SERVICE OUTSIDE	442.89
PLAY IT AGAIN SPORTS	PARK & REC - FIRST AID KIT	124.93
PLUMBERS SUPPLY CO.	WATER - SUPPLIES	31.34
PLUNKETT'S PEST CONTROL	ADMIN - SERVICE	45.76
PORT 'O' JONNY INC.	CEMETERY - SERVICE	80.00
POSTMASTER	ADMIN - POST OFFICE BOX	36.00
PROCTER & GAMBLE HAIR CA	TIF REBATE - FY11 PHASE	215,293.06
	TIF REBATE - FY11 PHASE	432,469.39
PYRAMID SERVICES INC.	CEMETERY - SUPPLIES	61.54

	CEMETERY - X728 JOHN DEERE	8,958.65
QC ANALYTICAL SERVICES L	SEWER - TESTING	612.00
QUALITY ENGRAVED SIGNS	ADMIN - SUPPLIES SERVICE	66.00
QUILL CORP	LIBRARY - OFFICE SUPPLIES	30.35
	LIBRARY - OFFICE SUPPLIES	33.54
	LIBRARY - COPY PAPER	25.93
RK DIXON	ADMIN - OFFICE SUPPLIES	89.33
	ADMIN - BLK/WHITE/COLOR	165.06
	ADMIN - BLK/WHITE/COLOR	91.06
RUSSELL, MELISSA	ACH PAYROLL EXPENSE	.00
SANDRY FIRE SUPPLY LLC	FIRE - CLEANER & WASH	438.00
SHIMMIN, NICHOLAS	ACH PAYROLL EXPENSE	987.32
SHIVE HATTERY INC	PARK & REC - WB COMMUNIT	9,900.00
SIMKIN, ATTY DOUGLAS W	POLICE - LEGAL SERVICE	362.50
SPRINT	POLICE - SERVICE	179.97
STEWART, THOMAS	ACH PAYROLL EXPENSE	1,169.69
SULZNER, ELLEN	TOWN HALL - CLEANING	350.00
SWIERNICK, MATT	WATER - CREDIT REFUND	12.56
TAC 10 INC	POLICE - ANNUAL SOFTWARE	620.00
THEIN MOTOR SALES	POLICE - SERVICE 2008 DODGE	150.05
TIPTON ELECTRIC MOTORS	FIRE - SUPPLIES	538.34
	FIRE - PRESSURE WASHER	1,619.91
TREAS. STATE OF IOWA	STATE WTH.	914.00
TREAS. STATE OF IOWA	IOWA SALES TAX - MAY	1,711.89
TYLER TECHNOLOGIES	VARIOUS DEPTS - ANNUAL	3,295.00
ULRICH, NICK	POLICE - RESERVE OFFICER	4.00
UNITED LABORATORIES	STREETS - SUPPLIES	487.20
UPS	SEWER - SHIPPING	22.58
	SEWER - SHIPPING	22.58
	SEWER - SHIPPING	22.58
	SEWER - SHIPPING	22.80
	SEWER - SHIPPING	17.10
UPSTART	LIBRARY - SUPPLIES	15.00
US CELLULAR	VARIOUS DEPTS - PHONE	273.28
	POLICE - PHONE SERVICE	233.55
	FIRE - PHONE SERVICE	37.17
USA BLUE BOOK	SEWER - NALGENE BOTTLES	101.10
	WATER - SUPPLIES	322.59
	WATER - SUPPLIES	43.95
VEENSTRA & KIMM INC.	WATER - ENGINEERING SERV	800.00
	SEWER - ENGINEERING SERV	417.70
	SEWER - ENGINEERING SERV	2,930.00
	SEWER - ENGINEERING SERV	816.90
	ADMIN - ENGINEERING SERV	3,100.84
	ADMIN - ENGINEERING SERV	235.30
WALLICK, CLAUDIA	ACH PAYROLL EXPENSE	193.00
WALMART COMMUNITY/GEMB	LIBRARY - SUPPLIES	134.03
WARGO, BARBARA	ACH PAYROLL EXPENSE	152.74
WEST BRANCH ANIMAL CLINI	ANIMAL CONTROL - SERVICE	328.00
WEST BRANCH COMMUNITY SC	LIBRARY - SUMMER READING	10.00
WEST BRANCH FIREFIGHTERS	FIRE - REIMBURSEMENT	426.35
WEST BRANCH HEATING	FIRE - SERVICE	1,256.74
WEST BRANCH REPAIRS	FIRE - BATTERIES	428.85
	STREETS - SERVICE	108.90
WEST BRANCH TIMES	LEGAL - PUBLICATIONS	740.67
WHITE CAP CONSTRUCTION S	PARK & REC - REBAR	1,463.50
WOOD PRODUCTS OF IOWA	STREETS - TREE TRIMMING	3,635.00
YAHOO DRUMMERS	LIBRARY - SUMMER READING	200.00
	GRAND TOTALS	1,287,039.96

FUND TOTALS

001	GENERAL FUND	88,304.58
022	CIVIC CENTER	674.18
031	LIBRARY	6,441.64
110	ROAD USE TAX	43,718.55
111	POLICE RECOVERY ACT GRANT	234.85
112	TRUST AND AGENCY	2,493.10
125	T I F	834,661.45
226	SRF DEBT SERVICE	156,305.00
303	FIRE CAPITAL PROJECT ADDITION	128,744.95
600	WATER FUND	14,471.69
610	SEWER FUND	10,989.97
	****	1,287,039.96

The Clerk reported the following receipts for the month of May 2011:

Water, Sewer, Recycling	\$	49,334.13	Cedar Co. Property Tax	\$	111,317.52
Water Utility Deposits	\$	500.00	Johnson Co. Prop. Tax	\$	-
Cookson Rent	\$	-	Road Use Tax	\$	17,911.17
Town Hall Rent	\$	260.00	Fines	\$	703.60
Misc.	\$	1,070.90	Twp. Fire Contract	\$	6,814.23
Library	\$	1,174.96	Building Permits	\$	1,894.45
Donations	\$	900.00	Fire Station Loan Proceeds	\$	128,744.95
Interest	\$	408.81	Krouth Fund Interest	\$	0.03
Investments Interest	\$	1,067.91	M. Gray Savings Interest	\$	-
Cable fees	\$	4,173.94	Cemetery Perp. Care Int.	\$	0.04
Hometown Days	\$	-	MV Fuel Tax Refund	\$	-
Cat & Dog Registrations	\$	60.00	Reimbursement/Refunds	\$	289.68
Beer & Liquor Lic. Fees	\$	-	Grave Openings	\$	1,525.00

Park & Rec. Activities	\$	2,570.00	Cemetery Lots	\$	-
SUBTOTAL	\$	61,520.65	SUBTOTAL	\$	269,200.67
			<b>TOTAL</b>	<b>\$</b>	<b>330,721.32</b>

The Clerk reported the following balances on hand for the month of May 2011:  
(Balances =Financial Statement Report Bank Balance + Investments)

Funds	Bank Balance	Investments	Total
001 General	\$ 278,659.45	\$ 195,921.05	\$ 474,580.50
011 Police Donations	\$ 8,851.54	\$ -	\$ 8,851.54
014 Fire Dept. Donations	\$ 51,552.02	\$ -	\$ 51,552.02
018 Park Donations	\$ 5,388.71	\$ -	\$ 5,388.71
022 Civic Center	\$ 32,297.21	\$ -	\$ 32,297.21
031 Library Operating	\$ 15,541.75	\$ 16,312.85	\$ 31,854.60
036 Tort Liability	\$ 38,122.35	\$ -	\$ 38,122.35
050 Home Town Days	\$ 11,473.28	\$ -	\$ 11,473.28
110 Road Use Tax	\$ 211,050.39	\$ 29,922.47	\$ 240,972.86
111 Police Recovery Act Grant	\$ (4,955.26)	\$ -	\$ (4,955.26)
112 Trust & Agency	\$ 40,216.87	\$ -	\$ 40,216.87
119 Emergency Tax Fund	\$ 60,632.78	\$ -	\$ 60,632.78
121 Local Option Tax	\$ -	\$ -	\$ -
125 TIF	\$ 855,040.24	\$ -	\$ 855,040.24
160 Economic Develop.	\$ 138,934.85	\$ -	\$ 138,934.85
200 Debt Service	\$ 1,354.33	\$ -	\$ 1,354.33
226 SRF Debt Service	\$ 137,517.50	\$ -	\$ 137,517.50
300 Capital Improvement	\$ -	\$ -	\$ -
303 Fire Capital Project Addition	\$ 128,744.95	\$ -	\$ 128,744.95
500 Cemetery Perpetual	\$ 9,855.76	\$ 88,000.00	\$ 97,855.76
501 Krouth Fund Principal	\$ -	\$ 101,330.73	\$ 101,330.73
502 Krouth Enlow Int. Fund	\$ 8,502.10	\$ 16,035.14	\$ 24,537.24
600 Water Operating	\$ 240,971.37	\$ 124,394.45	\$ 365,365.82
603 Water Sinking Fund	\$ 49,166.64	\$ -	\$ 49,166.64
610 Sewer Operating	\$ 167,359.75	\$ 76,947.99	\$ 244,307.74
<b>TOTAL</b>	<b>\$ 2,486,278.58</b>	<b>\$ 648,864.68</b>	<b>\$ 3,135,143.26</b>

**COMMUNICATIONS/OPEN FORUM**

None

**PUBLIC, DEPARTMENT HEADS, COMMISSIONS, CITY ADMINISTRATOR AND CITY COUNCIL**  
Approve Engineering Services Agreement for \$15,000 with French-Reneker-Associates, Inc. Engineers and Surveyors of Fairfield, IA in connection with design and engineering during construction for a proposed 300-acre drainage area flood control dam in Section 36, T80N, R5W, Johnson County, Iowa, in the Hoover Creek Watershed./Move to action.

Community members Bruce Barnhart, Judy Hagan, Ken Fawcett, Curt Friis, John Black, and Engineer Kent Rice, French-Reneer-Associates, Inc. were in attendance. Judy Hagan updated Council on the watershed plan noting the required completion date for funding of June 2012.

Ken Fawcett added that the trustees of the Hoover Library Association will split the project cost with the City and pay 50%.

Motion by Worrell to amend the Engineering Services Agreement amount to \$15,300, second by Johnson.

Roll call vote – AYES: Worrell, Johnson, Sexton, O’Neil, Oaks. Motion carried.

Second reading of Ordinance 680, establishing the West Branch Wastewater Lift Station Connection Fee District./Move to action.

Motion by Johnson, second by O’Neil to approve Ordinance 680. Roll call vote – AYES: Johnson, O’Neil, Worrell, Sexton, Oaks. Motion carried.

Public hearing for the purpose of vacating the 16’ alley located to the south of Lot 19, and to the north of Lot 20 in Block 9 in Townsend and Gue’s Addition, to West Branch, Cedar County, Iowa, generally located near North Fifth Street in between East Main Street and East Green Street.

Mayor Kessler entered into public hearing. With no discussion from the audience or Council, Mayor Kessler exited the public hearing.

First Reading of Ordinance 682, vacating the 16’ alley located to the south of Lot 19, and to the north of Lot 20 in Block 9 in Townsend and Gue’s Addition, to West Branch, Cedar County, Iowa, generally located near North Fifth Street in between East Main Street and East Green Street.

Motion by Worrell, second by Sexton to approve first reading of Ordinance 682.

Roll call vote – AYES: Worrell, Sexton, Johnson, O’Neil, Oaks. Motion carried.

Set a public hearing for the purpose of approving plans, specifications, form of contract and estimate costs for the Water Tower Repair and Coating 2011 Project and setting a bid date./Move to action.

Motion by Sexton, second by Worrell to set a public hearing. Roll call vote – AYES: Sexton, Worrell, Johnson, O’Neil, Oaks. Motion carried.

Discussion of Sidwell map for the City of West Branch.

Worrell said that he was not committed to staying with Sidwell. Council stated that they would like City Engineer Dave Schechinger, P.E. to bring back some options on mapping updates to the City Council at the July 5, 2011 Council Meeting.

Resolution 946, approving a revolving loan fund (RFL) Agreement with Main Street West Branch./Move to Action

Rod Ness and Becky Frederick were in attendance for Main Street. Ness answered questions from Council regarding the handling for the RFL. Ness informed Council that the funds would be moved to a separate account and the interest will continue to add to the amount of the fund.

Motion by Worrell, second by Johnson to approve Resolution 946. Roll call vote – AYES: Worrell, Johnson, Sexton, O’Neil, Oaks. Motion carried.

Approve Local Plan for the Intended Use of ESDA Program Income./Move to Action.

Motion by Worrell, second by Sexton to approve local plan for the intended use of ESDA program income. Roll call vote – AYES: Worrell, Sexton, Johnson, O’Neil, Oaks. Motion carried.

Accept resignation of Mark Thomas from the Planning and Zoning Commission./Move to action.

Muckler thanked Thomas for his time and dedication to the commission and also thanked Virgil Gingerich for his time with the commission. (Gingerich’s resignation was accepted on June 6<sup>th</sup>, 2011.)

Motion by Johnson, second by Worrell to accept resignation. AYES: Johnson, Worrell, Sexton, O’Neil, Oaks. Motion carried.

City Council Appointments/Reappointments/Move to action.

- i. Lauren Michael – Planning & Zoning Commission

Motion by Johnson, second by Sexton to accept appointments/reappointments. AYES: Johnson, Sexton, Worrell, O’Neil, Oaks. Motion carried.

**MAYOR DON KESSLER**

Appointments/Reappointments

James Montchal - West Branch Fire Department.

Motion by Johnson, second by Worrell to accept appointment/reappointment. AYES: Johnson, Worrell, O’Neil, Oaks, Sexton. Motion carried.

**REPORTS**

Park & Recreation Director Melissa Russell – Cookson Community Center

Russell updated that all groups have vacated Cookson and the building is now ready for the utilities to be disconnected.

City Administrator Matt Muckler – Comprehensive Plan Update

Muckler informed Council that a meeting will be set for July 18<sup>th</sup> for a Comprehensive Plan update with Planning & Zoning along with community members and business partners.

City Administrator Matt Muckler - Police Chief Recruitment Update

Muckler updated that the advertisement sizes have been expanded for some of the ads that were originally placed in surrounding newspapers. He invited Council and the community to gather June 23<sup>rd</sup> at 6pm to give their input on what they would like to see in their next Police Chief.

Motion to adjourn to executive session to evaluate the professional competency of an individual whose performance is being considered as part of an annual review process and that individual requests a closed session pursuant to Section 21.5(i) of the Code of Iowa and to discuss the purchase of particular real estate only where premature disclosure could be reasonable be expected to increase the price the governmental body would have to pay for that property pursuant to Section 21.5(j) of the Code of Iowa.

Motion by Sexton and second by Worrell to enter into closed session at 7:42 p.m. Roll call vote – AYES: Sexton, Worrell, Johnson, O’Neil, Oaks. Motion carried.

**ADJOURNMENT**

Meeting adjourned by Mayor Kessler. City Council meeting adjourned at 9:34 p.m.

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Don Kessler, Mayor

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

City of West Branch

Schedule of Findings

Year ended June 30, 2014

- (B) Financial Reporting – During the audit, we identified a material amount of City funds which were held by an outside organization to administer the City’s revolving loan fund program not properly reported in the City’s financial records. Adjustments were subsequently made by the City to properly include these amounts in the financial statements.

Recommendation – The City should implement procedures to ensure all City funds are accounted for in the City’s records.

Response – This finding relates to Main Street West Branch administering revolving loan funds for the City of West Branch. The Revolving Loan Fund agreement with Main Street West Branch was approved by the West Branch City Council on June 20, 2011 (Resolution 946). This finding does not question the fact that Main Street is administering the City’s revolving loan fund program. Rather the finding suggests the funding agreement be amended to include two additional items: 1) A requirement that Main Street West Branch only invest the funds in accordance with Chapter 12B.10(5) of the Code of Iowa, and 2) A requirement that Main Street West Branch provide a periodic (monthly) accounting of the receipts/disbursements for the program so the City can record the financial information and ensure the funds are spent/used as intended by the agreement. City staff agree to work with the West Branch City Council and representatives of Main Street West Branch to amend the Revolving Loan Fund agreement to include the two aforementioned requirements..

Conclusion – Response accepted.

- (C) Reconciliation of Utility Billings, Collections and Delinquent Accounts – The City did not reconcile utility billings, collections and delinquent accounts for nine months of the fiscal year. In addition, variances on reconciliations prepared were not resolved timely.

Recommendation – Procedures should be established to ensure utility reconciliations are prepared and variances identified are resolved timely.

Response – City staff agree with this finding and will work to implement suggestions contained within the recommendation.

Conclusion – Response accepted.

- (D) Disaster Recovery Plan – While the City has adopted a written disaster recovery plan, certain items were not included in the plan. Specifically, the plan does not include identification of critical applications, an inventory of all hardware and components, an inventory of all essential software systems, a requirement supplies and relevant accounting manuals and other documentation be located offsite and a requirement to test the plan.

Recommendation – The City should review its current disaster recovery plan and include the above noted items in its written disaster recovery plan.

Response – City staff agree with this finding and will work to implement suggestions contained within the recommendation.

Conclusion – Response accepted.

## NOTICE OF HEARING AND LETTING

### NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF MAIN STREET SIDEWALK – PHASE 2 FOR THE CITY OF WEST BRANCH, IOWA, AND THE TAKING OF BIDS THEREFOR

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Notice is hereby given that the City Council of West Branch, Iowa will meet in the Council Chambers, 110 North Poplar Street, West Branch, Iowa, on the 20<sup>th</sup> day of April, 2015 at 7:00 p.m. at which time a hearing will be held and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the construction of the Main Street Sidewalk – Phase 2 and work incidental thereto for said City.

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 2:10 p.m. on the 16<sup>th</sup> day of April, 2015, for the construction of Main Street Sidewalk – 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 April 20<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:

#### MAIN STREET SIDEWALK – PHASE 2

Construct Main Street Sidewalk – Phase 2 including all labor, materials, and equipment necessary for approximately 360 square yards of PCC sidewalk, 312 linear feet of curb and gutter, 252 square yards of 7" PCC pavement, pedestrian hand rail, detectable warning curb ramps, and miscellaneous associated work.

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.

NHL-1

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At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimate cost of said improvements made by any interested party.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alternations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

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 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 Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of Hearing and Letting.

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 will commence within ten (10) days after written Notice to Proceed and shall be completed by June 19, 2015.

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 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 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.

CITY OF WEST BRANCH, IOWA

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator

RESOLUTION NO. 1292

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST ALL FOR THE CITY OF WEST BRANCH MAIN STREET SIDEWALK – PHASE 2.

WHEREAS, the City Council of the City of West Branch, Cedar County, Iowa, did heretofore deem it necessary and desirable to construct sidewalk improvements along Main Street, said project having been referred to as the “West Branch Main Street Sidewalk – Phase 2”; and

WHEREAS, the City’s Engineer, Veenstra & Kimm have caused the plans, specifications, form of contract and estimate of cost for said Project to be prepared; and

WHEREAS, pursuant to Chapter 26 of the Code of Iowa, the City is required to approve said plans, specifications, form of contract and estimate of cost.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the public hearing on the aforementioned plans, specifications, form of contract and estimate of cost is hereby set for 7:00 p.m. on Monday, April 20, 2015 at the Council Chambers, City Hall, 110 N. Poplar Street, West Branch, Iowa 52358.

BE IT FURTHER RESOLVED that the City will solicit bids for said Project to be submitted until 2:10 p.m. on Thursday, April 16, 2015 in the Office of the City Clerk, 110 N. Poplar Street, West Branch, Iowa 52358.

BE IT FURTHER RESOLVED that bid security for said Project is hereby set at five (5%) percent.

Passed and approved this 20<sup>th</sup> day of April, 2015.

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Mark Worrell, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1296

RESOLUTION ACCEPTING BIDS AND AWARDING THE CONSTRUCTION CONTRACT FOR THE MAIN STREET SIDEWALK PHASE 2 PROJECT.

WHEREAS, the City Council of the City of West Branch, Iowa, has heretofore deemed it necessary and desirable to make repairs to the sidewalks along Main Street, said project having been referred to as the "Main Street Sidewalk Phase 2 Project" for the City of West Branch, Iowa (the "Project"); and

WHEREAS, the bids for the aforementioned project were received, opened and tabulated as per published notice therefor on \_\_\_\_\_, 2015; and

WHEREAS, the bid of \_\_\_\_\_, was the lowest responsive, responsible bid received; and

WHEREAS, said bid was in the amount of \_\_\_\_\_; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the bid of \_\_\_\_\_, in the amount of \$\_\_\_\_\_ be and the same is hereby accepted and approved and the construction contract is awarded to \_\_\_\_\_.

BE IT FURTHER RESOLVED that the Mayor is hereby directed to execute the construction contract on behalf of the City.

\* \* \* \* \*

Passed and approved this 20<sup>th</sup> day of April, 2015.

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

ATTEST:

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

## NOTICE OF HEARING AND LETTING

### NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF PARKSIDE DRIVE IMPROVEMENTS FOR THE CITY OF WEST BRANCH, IOWA, AND THE TAKING OF BIDS THEREFOR

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Notice is hereby given that the City Council of West Branch, Iowa will meet in the Council Chambers at the City Library, 110 North Poplar Street, West Branch, Iowa, on the 20<sup>th</sup> day of April, 2015 at 7:00 p.m. at which time a hearing will be held and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the construction of the Parkside Drive Improvements and work incidental thereto for said City.

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 16<sup>th</sup> day of April, 2015, for the construction of Parkside Drive Improvements 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 April 20<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:

#### PARKSIDE DRIVE IMPROVEMENTS

Construct Parkside Drive Improvements including all labor, equipment and materials necessary for approximately 610 square yards of 3" milling and 3" HMA resurfacing, construction of approximately 380 linear feet of 8" HMA shoulder, removal and replacement of approximately 380 square yards of 8" PCC driveway, SW-507 intake, 160 linear feet of storm sewer, pavement markings, excavation, traffic control, seeding, and associated work.

NHL-1

368101

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.

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimate cost of said improvements made by any interested party.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alternations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

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 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.

NHL-2

368101

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 Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of Hearing and Letting.

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 will commence within ten (10) days after written Notice to Proceed and shall be completed by July 17, 2015.

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 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 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.

CITY OF WEST BRANCH, IOWA

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Administrator

NHL-4

368101

RESOLUTION NO. 1293

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST ALL FOR THE CITY OF WEST BRANCH PARKSIDE DRIVE ROAD IMPROVEMENTS PROJECT.

WHEREAS, the City Council of the City of West Branch, Cedar County, Iowa, did heretofore deem it necessary and desirable to construct sidewalk improvements along Main Street, said project having been referred to as the “City of West Branch Parkside Drive Road Improvements Project”; and

WHEREAS, the City’s Engineer, Veenstra & Kimm have caused the plans, specifications, form of contract and estimate of cost for said Project to be prepared; and

WHEREAS, pursuant to Chapter 26 of the Code of Iowa, the City is required to approve said plans, specifications, form of contract and estimate of cost.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the public hearing on the aforementioned plans, specifications, form of contract and estimate of cost is hereby set for 7:00 p.m. on Monday, April 20, 2015 at the Council Chambers, City Hall, 110 N. Poplar Street, West Branch, Iowa 52358.

BE IT FURTHER RESOLVED that the City will solicit bids for said Project to be submitted until 2:00 p.m. on Thursday, April 16, 2015 in the Office of the City Clerk, 110 N. Poplar Street, West Branch, Iowa 52358.

BE IT FURTHER RESOLVED that bid security for said Project is hereby set at five (5%) percent.

Passed and approved this 20<sup>th</sup> day of April, 2015.

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

ATTEST:

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

RESOLUTION NO. 1297

RESOLUTION ACCEPTING BIDS AND AWARDING THE CONSTRUCTION CONTRACT FOR THE PARKSIDE DRIVE IMPROVEMENTS PROJECT.

WHEREAS, the City Council of the City of West Branch, Iowa, has heretofore deemed it necessary and desirable to make repairs to Parkside Drive, said project having been referred to as the "Parkside Drive Improvements Project" for the City of West Branch, Iowa (the "Project"); and

WHEREAS, the bids for the aforementioned project were received, opened and tabulated as per published notice therefor on \_\_\_\_\_, 2015; and

WHEREAS, the bid of \_\_\_\_\_, was the lowest responsive, responsible bid received; and

WHEREAS, said bid was in the amount of \_\_\_\_\_; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that the bid of \_\_\_\_\_, in the amount of \$\_\_\_\_\_ be and the same is hereby accepted and approved and the construction contract is awarded to \_\_\_\_\_.

BE IT FURTHER RESOLVED that the Mayor is hereby directed to execute the construction contract on behalf of the City.

\* \* \* \* \*

Passed and approved this 20<sup>th</sup> day of April, 2015.

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

ATTEST:

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

RESOLUTION NO. 1294

A RESOLUTION APPROVING AN AMENDMENT TO SUBSCRIPTION AGREEMENT WITH TYLER TECHNOLOGIES, INC. IN THE AMOUNT OF \$16,756.

WHEREAS, the City of West Branch currently utilizes Tyler Technologies, Inc. Incode software for its financial, payroll and utility billing systems; and

WHEREAS, the current subscription agreement will expire on June 30, 2015; and

WHEREAS, Tyler Technologies, Inc. has proposed an amendment to extend the agreement until June 30, 2017 at no increase to the total subscription fees; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves an amendment to subscription agreement with Tyler Technologies, Inc. in the amount of \$16,756.

Passed and approved this 20th day of April, 2015.

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Mark Worrell, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk



**AMENDMENT TO SUBSCRIPTION AGREEMENT**

This Amendment is made between Tyler Technologies, Inc., with offices at 5519 53<sup>rd</sup> Street, Lubbock, Texas 79414 (“Tyler”) and the City of West Branch, with offices at 110 N. Poplar St., West Branch, Iowa 52358 (“Client”).

WHEREAS, Client and Tyler are parties to the contract numbered 2011-0078 dated June 21, 2011, as amended, governing Client’s access to the software and services (“Software”) described therein; and

WHEREAS, the term of the Agreement expires June 30, 2015;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

1. The term of the Agreement is hereby renewed for a two (2) year term commencing on July 1, 2015 and expiring on June 30, 2017 (“Term”).
2. Upon execution of this Amendment, Tyler shall invoice Client \$8,378 for the first year’s annual subscription fee, and in each year through the end of the Term.
3. The subscription fees are based on the number of users described in the Agreement, and the Software may be accessed by no more than this number. Additional user subscriptions may be added during the Term at the same pricing as that for the current subscriptions, prorated for the remainder of the Term in effect at the time the additional user subscriptions are added.
4. All terms and conditions of the Agreement no herein amended shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date(s) set forth below.

Tyler Technologies, Inc.  
Local Government Division

City of West Branch

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



TYLER COPY

## Subscription Agreement

Local Government Division

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*Agreement between:*

**Tyler Technologies, Inc**

5519 53rd Street  
Lubbock, Texas 79414  
(800) 646-2633  
(806) 797-4849 Fax

And

**City of West Branch, IA**

110 Poplar Street  
West Branch, IA 52358  
(319) 643-5888

*Issued date:*

May 10, 2011



**AGREEMENT**

This agreement is entered into by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY, located at 5519 53rd Street, Lubbock, Texas 79414; and; City of West Branch, IA, hereinafter referred to as CLIENT on, \_\_\_\_\_, 2011.

COMPANY and CLIENT agree as follows:

1. COMPANY shall furnish the products and services as described in this Agreement, and CLIENT shall pay the prices set forth in this Agreement.
2. This Agreement consists of this Cover and the following Attachments and Exhibits:
 

Section A	Investment Summary (A-I)
Section B	COMPANY Agreement Terms and Conditions
Section C	COMPANY Subscription Level Agreement
Section D	Data Conversion Process Document
3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of the date last set forth below.

**Client: City of West Branch, IA**

**Tyler Technologies, Inc.:**

By: \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Sales Tax Certificate Number

By: S. Brett Cate  
 Signature

S. Brett Cate  
 Printed Name

President, Local Government Division  
 Title

5/10/11  
 Issue Date

**Investment Summary**

Ashley Borland-Kaalberg  
City of West Branch, IA



Prepared for:  Contact Person: Address:  Phone: Fax: Email:	City of West Branch, IA  Ashley Borland-Kaalberg 110 Poplar Street West Branch, IA 52358 (319) 643-5888 (319) 643-2305 ashley@westbranchiowa.org	Contract ID # :	2011-0078
		Issue Date:	5/10/11
		Salesman:	R. Pieracci
		Tax Exempt:	Yes / No

Product Service & Equipment	On Signature	On Delivery	As Progress Occurs	Totals	Annual Fees
Total Subscription Fees	7,588.00			7,588.00	7,588.00
Total Cash Collection Hardware		1,050.00		1,050.00	203.00
Total Professional Services					
Implementation Services			15,000.00	15,000.00	
Professional Services			Included	Included	
Data Conversion & Assistance			Included	Included	
<b>Totals</b>	<b>7,588.00</b>	<b>1,050.00</b>	<b>15,000.00</b>	<b>23,638.00</b>	<b>7,791.00</b>

Please Note: Travel expenses will be billed as incurred.

## Subscription Summary

Ashley Borland-Kaalberg  
 City of West Branch, IA  
 May 10, 2011



### Cost Summary

Professional Services & Hardware	Cost
Implementation Services - GT MIGRATION	15,000
Professional Services - GT MIGRATION	Included
Data & Conversion Assistance Fees - GT MIGRATION	Included
Cash Collections Printer	1,050
<b>Services &amp; Hardware</b>	<b>16,050</b>

*\*\* Note: Travel expenses are billed as incurred based on Federal IRS per diem standards.*

Subscription		Annual Fees	
Length of Agreement	2 Years - 24 Months		
Number of Users	3		
Estimated Fee		7,588	1st Year
Cash Collections Printer Maintenance - (INCODE - 12 mos warranty)		203	2nd Year
<b>Summary</b>		<b>After Year 1</b>	<b>7,791</b>

*\*\*Note: Additional users may be added at any time at the per user rate of \$150/Month*

### Description

- Project Management
- Maintenance and Support
- High speed FTP connection to INCODE Network
- Daily Back-up Monitoring
- Data integrity check
- Off-site backup
- Assistance with establishing Managed Hosting Connection
- DDRS (Data Disaster Recovery Services)
- Data Conversion from existing CMS-GTsoftware

Software Licenses  
 Ashley Borland-Kaalberg  
 City of West Branch, IA  
 May 10, 2011



Application Software	QTY
<b>Incode Financial Management Suite</b>	
<b>Incode Financial Applications</b>	
Core Financials <i>(General Ledger, Budget Prep, Bank Recon, Journal Entry Import, Exporter, Accounts Payable, Report Writer Viewer)</i>	1
<b>Incode Personnel Management Suite</b>	
<b>Incode Personnel Management Applications</b>	
Payroll/Personnel	1
<b>Incode Customer Relationship Management Suite</b>	
Utility CIS System	1
Cash Collections	1
Utility Handheld Meter-Reader Interface	1
<b>System Software</b>	
<b>System Software</b>	
System Software	1

**Professional Services**

Ashley Borland-Kaalberg  
 City of West Branch, IA  
 May 10, 2011



Application Professional Services Summary	Estimated Hours	Estimated Services
Implementation Services		
Financial Suite	40	4,000
Personnel Management Suite	30	3,000
Customer Relationship Management Suite	80	8,000
Conversion Services - Small City Migration		
Financial Suite	Included	Included
Customer Relationship Management Suite	Included	Included
<b>Professional Services Total</b>	<b>150</b>	<b>15,000</b>

Implementation Services Breakdown	Estimated Hours	Estimated Services
<b>Incode Financial Suite</b>		
<b>Incode Financial Applications</b>		
Core Financials <i>(General Ledger, Budget Prep, Bank Recon, Journal Entry Import, Exporter, Accounts Payable, Report Writer Viewer)</i>	40	4,000
Financial Suite Subtotal	40	4,000
<b>Incode Personnel Management Suite</b>		
<b>Incode Personnel Management Systems</b>		
Payroll/Personnel	30	3,000
Personnel Management Suite Subtotal	30	3,000
<b>Incode Customer Relationship Management Suite</b>		
Utility CIS System	72	7,200
Cash Collections	8	800
Utility Handheld Meter-Reader Interface		N/A
Customer Relationship Management Suite Subtotal	80	8,000

Professional Services  
Ashley Borland-Kaalberg  
City of West Branch, IA  
May 10, 2011



Conversion Services	QTY
<b>Financial Applications - SMALL CITY GT MIGRATION</b>	<b>1</b>
<b>General Ledger</b>	
Chart of Accounts	
Budgets	
Detail History	
History (Previous Years COA & Detail)	
Encumbrances	
<b>Accounts Payable</b>	
Vendor File	
Detail History	
History (Previous Year Vendor/Invoices)	
<b>Payroll</b>	
Employee Static Information	
Current Year Check History	
Accruals	
History (Previous Year Employee & Check History) per year	
<b>CRM Applications</b>	<b>1</b>
<b>Utility CIS - SMS</b>	
Account/Address Master (includes contacts & properties)	
Current & Past Service/Meter Information	
Current Year Transactions (bill, payment, late charge, etc)	
History Transactions	
Consumption History (readings, dates & usage)	

**Cash Collection Hardware**

Ashley Borland-Kaalberg  
City of West Branch, IA  
May 10, 2011



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Misc. Hardware and Network Equipment	QTY	Price	Maintenance	Maintenance Source
<u>Cash Collection</u> Epson TM-H6000III Thermal Receipt Printer - Black,USB	1	1,050	203	INCODE - 12 mos warranty
Hardware & System Software Subtotal		1,050	203	
Hardware and System Software Total		1,050	203	

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Service

Annual Fee

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Tyler OnDemand - Tyler Online Training Center

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Tyler Online Training Center

- Open for ALL Employees during subscription period
- Unlimited Access to Live Webinars and Archived Webinars
- Unlimited Access to Self Study Courses
- Available 24/7
- Continuing Professional Education Credit with NASBA Standards
- Live Webinars conducted monthly with an estimated 60 webinars annually
- Over 45 Online Self Study Courses
- General business knowledge and Microsoft Office software based courses
- Courses cover a variety of topics that span the entire suite of INCODE applications
  - o Financials
  - o Payroll
  - o Human Resources
  - o Utility Billing
  - o CRM
  - o Court
  - o Public Safety
  
- New Webinars and Self Study Courses added throughout the year

*Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be addressed to the National Registry of CPE Sponsors, 150 Fourth Avenue North, Suite 700, Nashville, TN, 37219-2417. Web site: [www.nasba.org](http://www.nasba.org)*

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**SUBSCRIPTION SERVICES  
LEVEL AGREEMENT  
BETWEEN COMPANY AND CLIENT**

THIS AGREEMENT, is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011 between Tyler Technologies, Inc., having offices at 5519 53<sup>rd</sup> Street, Lubbock, Texas 79414 (COMPANY) and City of West Branch, IA (CLIENT), with its principal offices at 110 Poplar Street, IA 52358.

WHEREAS, COMPANY and CLIENT have entered into COMPANY Subscription Agreement dated May 10, 2011;

WHEREAS, such COMPANY Subscription Agreement contained mutual consideration, promises, obligations and covenants of each party and such mutual consideration, promises, obligations and covenants were in part contingent on the parties agreement on Services levels;

WHEREAS, This Services level Agreement (SLA) is the result of mutual agreement upon the applicable the Services levels;

NOW, THEREFORE, each agrees as follows:

**I. SERVICES LEVELS**

Services levels shall be as in this section. In the event of a conflict between the summary chart and the explanation that follows the summary chart, the explanation shall govern.

**A. Definitions**

When used in this section the following shall mean:

Business Day shall mean Monday through Friday excluding COMPANY holidays.

Business Hours shall mean 8:00 a.m. – 5:00 p.m. (CST) on Business Days.

**B. CLIENT Services**

The following Services levels apply to Subscription Services Operations Support. All Services levels are based on attainment rates shown below and calculated on a quarterly basis.

System Availability - Green	6:00 a.m. to 9:00 p.m. CST Mon-Fri 7:00 a.m. to 3:00 p.m. CST Sat	99%
System Availability – Yellow	9:00 p.m. to 12:00 a.m. CST Mon – Fri 3:00 p.m. to 12:00 a.m. CST Sat 7:00 a.m. to 12:00 p.m. CST Sun 6:00 p.m. to 12:00 a.m. CST Sun	No SLA
System Availability – Red	12:00 a.m. to 6:00 a.m. CST Mon – Sun 12:00 p.m. to 6:00 p.m. CST Sun	No SLA
Adding/Changing User Access or Printer	Request by noon: same day before 7:00 p.m. Request after noon, by noon Next Business Day	90%
File Restoration	Next Business Day	95%

**SUBSCRIPTION SERVICES  
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Update Data in Test Database	Next Business Day	95%
New Release/Update Testing Period	10 Business Days	95%
File Back-up	Nightly	95%

1. System Availability:

Green Time: Guaranteed system availability. SLA applies to green time only.

Yellow Time: User access permitted. COMPANY reserves the right to use this time for scheduled maintenance, repairs that require a longer window of downtime, scheduled testing. User notification will be given when possible.

Red time: System is not available. Reserved for backups and routine maintenance.

Measurement: A log is kept to report any system issues including down time. Total minutes down will be compared to total minutes in a quarter to determine % of goal. All percentage calculations shall be rounded to the lowest whole number.

2. Adding/Changing User Access / Printer:

All requests to add or change a user or printer should be logged by calling the COMPANY Network Services support team at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

Measurement: Support logs include time request was made and time request closed. Each call that exceeds the agreed upon levels will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the Network Services support team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

3. File Restoration:

Files that may be restored include COMPANY data files, and the reports in each user's home directory.

A request to restore a user file must be made through the COMPANY Network Services support department and must include the user name, exact file name and date when file may be found. All requests / issues should be logged by calling the Network Services support team at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

Measurements: Support logs include time request was made and time request closed. Each call that exceeds the agreed upon levels will be compared against total calls to determine attainment.

Exclusions: Services levels exclude files that are older than 5 business days. Requests that are not made through the Network Services support team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

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LEVEL AGREEMENT  
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4. Update Data in Test Database:

Refresh data in test environment with data from Production environment.

A request to refresh the test database must be made through the COMPANY support department. All requests/issues should be logged by calling the Network Services support team at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

Measurement: Support logs include time request was made and time request closed. Each call that exceeds the agreed upon levels will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the Network Services support team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

5. New Release/Update Testing Period:

Upon request, new releases of the COMPANY applications will be loaded into the test database prior to Production. These releases will remain in the test environment for a minimum of ten business days. A migration plan should be developed and published for each release for each site. Changes to the plan should be discussed with both parties.

CLIENT agrees to devote time and resources to testing new release and to remain no more than two releases behind.

Exclusions: Individual programs that have been requested to fix a "bug" or add functionality for a site may be moved from training to Production at the CLIENT's request.

6. COMPANY Subscription Support Call Response:

This would cover any non-application requests such as setting up new users or printers, scheduling a refresh of CLIENT's test database or restoration of CLIENT's file.

Definition of Severities:

- 1 Critical Issue – COMPANY application is down
- 2 Severe issue, but there is a work around
- 3 Important issue – not severe

All requests/issues should be logged by calling support at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

New Incident

Currently you would press 1 for support, then 1 for a new incident, then 6 for Hardware/Network Support.

Existing Incident

Currently, you would press 1 for support, then 2 for an existing incident.

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Escalation Procedure:

If you need to escalate a reported problem, please call the following people in the order shown:

Name	Title	Business Phone
On-Call Support: Austin Allen Michael Lao	Network Specialist Technical Services Support Manager	(800) 646-2633 ext 7102 (800) 646-2633 ext 7101
Steve McGee	Manager of Hosting Operations	(800) 646-2633 ext 7301
Russell Hoffman	Director of Technical Services	(800) 646-2633 ext 7001
Dane Womble	Chief Operating Officer	(800) 646-2633

Exclusions: Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

2011 Holiday Schedule:

COMPANY will observe the following Holiday schedule. If assistance is required on a published holiday, 30-days advance notice must be given.

New Year's Day	Friday, December 31, 2010
Good Friday	Friday, April 22
Memorial Day	Monday, May 30
Independence Day	Monday, July 4
Labor Day	Monday, September 5
Thanksgiving Day	Thursday, November 24
Day after Thanksgiving	Friday, November 25
Christmas Eve	Friday, December 23
Christmas Day	Monday, December 26

7. File Back-Up:

Nightly backups of the following files will be completed: live database, user's reports.

Data will be cycled off-site regularly.

**II. FORCE MAJEURE**

Failure to meet Services levels caused by any bona fide strikes, times of governmental emergency, riots, fires, sabotage, acts of God or any other delays reasonably deemed to be beyond COMPANY' control will be recognized by CLIENT. COMPANY may be relieved of responsibility of meeting Services levels as stipulated in this SLA upon COMPANY' filing with CLIENT just and true statements requesting that such failure to meet the Services levels, signed by COMPANY and giving in detail all the essential circumstances which, justify such action under the provisions of this section by CLIENT.

**III. RESOLUTION OF DISPUTES**

In the event of a dispute between the parties under this SLA pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association.

**SUBSCRIPTION SERVICES  
LEVEL AGREEMENT  
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**IV. MODIFICATION**

This SLA may not be modified except by the written mutual consent of both parties or as otherwise provided in this SLA.

**V. SEVERABILITY**

If any term or provision of this SLA or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this SLA or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this SLA shall be valid and enforced to the fullest extent permitted by law.

**VI. NO INTENDED THIRD PARTY BENEFICIARIES**

This SLA is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this SLA, and no third party shall have the right to make any claim or assert any right under this SLA.

**VII. ENTIRE AGREEMENT**

This SLA represents the entire agreement of CLIENT and COMPANY with respect to the Services levels and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this SLA it did not rely on any representations other than those explicitly set forth in this Agreement.

**VIII. NO AMENDMENT**

This SLA is to further define the Services levels referenced in the COMPANY Subscription Agreement. Nothing in this SLA shall be deemed to amend any terms and conditions of the COMPANY Subscription Agreement.

**IX. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the CLIENT's state of domicile.

By signing below, both parties acknowledge that they have read this Agreement, understand it, agree, and have the authority to be bound by its terms:

CLIENT:

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

COMPANY:

By:  \_\_\_\_\_  
Signature  
S. Brett Cate  
\_\_\_\_\_  
Printed Name  
President, Local Government Division  
\_\_\_\_\_  
Title  
5/10/11  
\_\_\_\_\_  
Date

# COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

## 1) LICENSES

COMPANY shall grant to CLIENT and CLIENT shall accept from COMPANY, a non-exclusive, revocable, nontransferable, non-assignable license to use the software products solely for CLIENT's own internal business purposes. Ownership of the software products, any modifications and enhancements to such software products and any related interfaces listed in the Investment Summary shall remain with COMPANY, and COMPANY grants limited License to the CLIENT to use these products. Unless otherwise specified on the Investment Summary: (a) the Licensed Property is purchased as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new Users replacing former Users who no longer require ongoing use of the Licensed Property.

## 2) PRICE

a) The two-year financial obligation of the CLIENT to COMPANY for the software products and services listed in the Investment Summary herein shall be as outlined in the Agreement. The price shall be payable by the CLIENT to COMPANY as provided in Section III hereof.

b) Services utilized in excess of those specified in the Investment Summary herein and additional related services not specified in the Investment Summary will be billed at the then current rate for the service as they are incurred. Any modifications or adjustments to the financial obligation of the CLIENT shall be effective only if contained in a written Change Order or similar written instrument signed by both parties.

c) The fees and other charges set forth in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by the CLIENT and shall be paid over to the proper

authorities by the CLIENT or reimbursed by the CLIENT to COMPANY on demand in the event that COMPANY is responsible or demand is made on COMPANY for the payment thereof. If tax exempt, CLIENT must provide COMPANY with its tax exempt number or form.

## 3) PAYMENT

a) Upon receipt of executed Agreement, COMPANY will invoice CLIENT for the first year annual usage fee and in each year through the end of the Term of this Agreement CLIENT will remit to COMPANY Subscription fees in the amount shown in the Investment Summary of this Agreement with payment due within ten (10) days of the current year invoiced. COMPANY will invoice CLIENT in accordance with the terms of the Agreement. Until notified otherwise, COMPANY shall mail invoices to the attention of CLIENT Contact at the address on the cover of the Investment Summary of this Agreement for approval in accordance with the terms of this Agreement. Unless otherwise stated in this Agreement, payment is due upon invoice. CLIENT will have a renewal option six (6) months prior to Agreement expiration.

b) Upon receipt of executed Agreement, COMPANY will credit CLIENT's account any paid annual software maintenance fees from the execution date through the end of the maintenance term.

c) CLIENT ACKNOWLEDGES THAT CONTINUED ACCESS TO THE HOSTED APPLICATIONS LISTED IN THE INVESTMENT SUMMARY IS CONTINGENT ON CLIENT'S PAYMENT OF SUBSCRIPTION FEES. IF CLIENT FAILS TO REMIT ANY REQUIRED SUBSCRIPTION FEES, AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, COMPANY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND DENY ACCESS TO THE HOSTED APPLICATIONS FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO TERMINATE.

d) CLIENT agrees to pay other fees related to this Agreement as listed according to milestones within the Investment Summary.

e) CLIENT agrees to make fee payments for added Users during any Term of this Agreement.

f) In the event of any disputed invoice, CLIENT

# COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

shall provide written notice of such disputed invoice to Attention: COMPANY Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to COMPANY within fifteen (15) calendar days of CLIENT's receipt of the invoice. An additional fifteen (15) days is allowed for the CLIENT to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CLIENT that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CLIENT to resolve any issues presented in CLIENT's notification to COMPANY. CLIENT may withhold payment of only the amount actually in dispute until COMPANY provides the required written response, and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if COMPANY is unable to complete all material action steps required to remedy the disputed matter because CLIENT has not completed the action steps required of them, CLIENT shall remit full payment of the invoice.

g) Any invoice not disputed as described above shall be deemed accepted by the CLIENT. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services under the Investment Summary.

#### 4) LIMITATION OF LIABILITY

In no event shall COMPANY be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software or hardware products. In no event, shall COMPANY be liable for damages in excess of amounts paid by CLIENT for the Subscription fees identified in the Investment Summary. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The license fees herein reflect and are set in reliance upon this

allocation of risk and the exclusion of such damages as set forth in this Agreement.

#### 5) LIMITED WARRANTY

COMPANY warrants that the then current, unmodified version of the COMPANY Software Products will substantially conform to the then current version of its published current specifications. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 6) CONFIDENTIALITY

a) Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. It is further acknowledged that complaint issues relating to the products listed in the Investment Summary of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session.

b) The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

#### 7) RESOLUTION OF DISPUTES

a) In the event of disputes pertaining to performance levels, upon COMPANY's failure to meet mutually agreed upon performance levels for three consecutive months, each party shall appoint an authorized representative to cooperate in developing a mutually agreeable problem resolution plan which shall include a description of internal diagnostic procedures. COMPANY shall perform

# COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

according to the problem resolution plan and shall be responsible for updating any hardware on COMPANY's site or taking additional action within COMPANY's control to reach the agreed upon performance level.

b) In the event of a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association.

## **8) TERMINATION, CANCELLATION OR MODIFICATION**

This Agreement may not be terminated, cancelled or modified except by the written mutual consent of both parties or as otherwise provided in this Agreement. Upon termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the applications that CLIENT licensed prior to this Agreement shall remain with CLIENT under the terms of prior license Agreements. Upon termination, cancellation, or non-renewal of this Agreement, the licenses provided under this Agreement shall be automatically terminated, and CLIENT's access to the licensed applications shall be denied. In the event of termination or cancellation, CLIENT will be responsible for payments made by COMPANY, or payments due from COMPANY, to any third parties for the purchase of Systems software, other third party software or hardware delivered to CLIENT's site as of the date of termination or cancellation. In the event of termination or cancellation prior to the expiration of the term of this Agreement, CLIENT shall make a payment to COMPANY for an early exit fee and any expenses incurred by COMPANY prior to and/or during the exit process.

## **9) SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

## **10) NOTICES**

All notices required or permitted to be given

hereunder shall be in writing and shall be delivered in hand or sent by first class mail, postage prepaid, to the parties at the addresses on the cover of this Agreement.

## **11) NO INTENDED THIRD PARTY BENEFICIARIES**

This Agreement is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

## **12) NONAPPROPRIATION**

CLIENT intends to remit and reasonably believes that moneys in an amount sufficient to remit all Subscription payments under this Agreement can and will lawfully be appropriated. CLIENT acknowledges that appropriation of moneys for the Subscription payments beyond the current fiscal year is a governmental function to which CLIENT cannot contractually commit and this Agreement does not constitute (i) a multiple-fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on tax or general revenues. If CLIENT's governing board does not approve an appropriation of funds for the payment of Subscription payments coming due during the following fiscal year(s), CLIENT shall have the right to terminate this Agreement on the last day of such fiscal year and return the Property without penalty or expense to CLIENT in accordance with Section 8 of this Agreement; provided, however, CLIENT shall give COMPANY at least sixty (60) days prior written notice of such non-appropriation and the resulting termination of this Agreement. CLIENT acknowledges that this non-appropriation provision is not intended to be used as a substitute for convenience termination nor for the purpose of replacing the Property with property or services intended to perform substantially similar functions. CLIENT, therefore, agrees to the extent permitted by applicable law (i) not to utilize these non-appropriation provisions for such purposes and (ii) if this Agreement is terminated because of non-appropriation of funds, not to purchase, lease, rent, or otherwise acquire property or services which are intended to perform substantially similar functions

# COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

as those provided by the Property during the fiscal year following termination of this Agreement.

## 13) ENTIRE AGREEMENT

This Agreement represents the entire agreement of CLIENT and COMPANY and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement.

## 14) GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the CLIENT's State of domicile.

## 15) APPROVAL OF GOVERNING BODY

CLIENT represents and warrants to COMPANY that this Agreement has been approved by its governing body and is a binding obligation upon CLIENT. CLIENT represents and warrants that funds are appropriated and/or arrangements have been made with a third party financier. Both persons executing this Agreement have been duly authorized and empowered to enter into this Agreement.

## PROFESSIONAL SERVICES

### 1) SERVICES PROVIDED

COMPANY shall provide some or all of the following services to CLIENT, as evidenced in the attached Investment Summary:

- a) Installation as described in the Investment Summary;
- b) Conversion of CLIENT's existing data as set forth in the Investment Summary. CLIENT is responsible for reading and complying with COMPANY's Conversion Statement.
- c) Training/Implementation as set forth in the Investment Summary; and
- d) Consulting/Analysis as set forth in the Investment Summary.

### 2) VERIFICATION TESTING OF THE SOFTWARE PRODUCTS

a) At the CLIENT's request, within thirty (30) days after the Subscription site has been setup for the CLIENT, COMPANY will test the software products in accordance with COMPANY's standard verification test procedure. Demonstration shall

constitute CLIENT's verification that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Additional fees would apply to CLIENT if this option is chosen.

b) At its option, CLIENT may perform CLIENT's own defined internal validation process to test the software to substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Such validation test shall constitute CLIENT's verification.

c) Notwithstanding anything contrary herein, CLIENT's use of the software products for its intended purpose shall constitute CLIENT's verification of the software products, without exception and for all purposes.

d) Verification or validation, by CLIENT, that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification becomes other than final, or becomes inconclusive, pursuant to this paragraph, CLIENT's sole right and remedy against COMPANY shall be to require COMPANY to correct the cause thereof.

e) COMPANY shall correct any functions of the software products which failed the standard verification testing or failed to comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. If CLIENT has made modifications to the software programs, COMPANY will not make such corrections, unless such modifications were specifically authorized in writing by COMPANY.

### 3) PROFESSIONAL SERVICES FEES

a) Notwithstanding specific prices to the contrary identified in the Investment Summary, all services will be invoiced in hourly increments as delivered,

# COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

plus travel and other expenses, plus a 10% travel processing fee. CLIENT agrees to pay COMPANY for the actual amount of training provided. CLIENT acknowledges that the Investment Summary represents only an estimate of time required to complete all phases of this Agreement.

b) Upon the completion of each service day, or group of days, COMPANY will present a Daily Log. CLIENT will sign the report indicating acceptance of the service day and its subsequent billing, or noting reasons for CLIENT's non-acceptance of such. This acceptance is final.

c) CLIENT is not charged for travel time to and from the CLIENT's site. Only time spent on-site is billed as training time, with the exception of those cases in which the CLIENT requires the COMPANY trainer(s) to travel on the weekend, in which case CLIENT will be billed for weekend travel time at a rate of \$500 per weekend day.

d) If CLIENT travels to COMPANY location for training, then CLIENT agrees to pay all expenses related to transportation of CLIENT's employees.

e) All requests for supporting documentation shall be made within thirty (30) calendar days of invoice delivery. Such documentation will consist of quoted internet rates within 7 days from the date the request is received by the COMPANY and not actual receipts. Such quotes will be deemed acceptable documentation if price is within 25% of actual amounts charged to CLIENT, adjusted by unusual or seasonal travel circumstances.

f) The rates for Verification Testing shall be the same as the Training/Implementation rates set forth in the Investment Summary.

g) Payment is due within thirty (30) calendar days of invoice.

## 4) TRAINING ENVIRONMENT

If training is being conducted at the CLIENT's site, the CLIENT is responsible for providing a productive environment to conduct training. COMPANY is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of CLIENT personnel to be trained. Time spent on-site by COMPANY that results in non-productive training time beyond COMPANY's control will be billed as training time. COMPANY will make reasonable efforts to schedule training on dates

requested by the CLIENT. Trainers will be on-site approximately noon Monday through noon Friday. This allows appropriate travel time to and from the CLIENT's site.

## 5) SITE REQUIREMENTS

a) CLIENT shall maintain a high speed internet connection (minimum 1.5mbps download AND 512kbps upload) and must be able to provide COMPANY with IP connection to CLIENT's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. CLIENT shall use the connection to facilitate access to hosted software. COMPANY shall use the connection to assist with problem diagnosis and resolution of software support incidents. COMPANY is not responsible for purchase of VPN client software license, client connectivity issues due to bandwidth saturation, or configuration of CLIENT's firewall settings.

b) COMPANY shall provide CLIENT with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If CLIENT will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met. COMPANY will make every effort to support CLIENT's operating environment but cannot guarantee compatibility with all CLIENT devices or third party software applications.

## 6) PROJECT MANAGEMENT

CLIENT agrees to designate in writing a primary contact (the "Project Manager") to represent CLIENT and help coordinate CLIENT's personnel during the design, development, installation, training and maintenance of the system. The Project Manager shall have the authority to amend delivery schedules, seek additional services hours, and authorize other changes to this Agreement.

## 7) ADDITIONAL SERVICES

Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at COMPANY's then current market rate for the service as they are incurred. Travel and other expenses, plus a 10% travel processing fee will be billed as delivered.

8) **LIMITATION OF LIABILITY** COMPANY shall not be liable for inaccurate data in COMPANY's application software which is the result of conversion of inaccurate data from the

# COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

previous system. COMPANY's liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary. The CLIENT shall not in any event be entitled to, and COMPANY shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature. The professional service fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Professional Services Agreement.

## **9) TERMINATION, CANCELLATION**

In the event of cancellation or termination of this Professional Services Agreement, whether for cause or non-appropriation, CLIENT will make payment to COMPANY for all services and expenses delivered or incurred prior to the termination or cancellation of this Professional Services Agreement.

## The Data Conversion Process

### Purpose

One of the most difficult aspects of software transition revolves around data conversion. This process takes place in one of two ways:

1. The manual method - In the manual mode the Client enters data from the existing system into the new Tyler Technology system.
2. The automated method - In the automated mode a software program is written or coded in order to facilitate moving information from the existing system to the new Tyler Technology system.

This document is provided to aid the Client in understanding the automated conversion process and provide clear direction as to the responsibility and the scope of the process.

### Who should read this document?

The obvious answer to this question is the individual at the Client site that is most responsible for the transition. Specifically it should be:

1. The individual responsible for extracting and providing data from the old system to the Tyler Technology system.
2. Any individuals responsible at a department level.
3. Any individual that would benefit from understanding the conversion process

### The Conversion Process

The process itself has a predefined set of steps that must take place for a successful conversion.

1. Initial data extraction - The Client must perform the preliminary extraction and transmission of data.
2. Data Evaluation - Tyler Technologies will then be responsible for evaluating the information that has been transmitted. Upon a successful evaluation the Client will be contacted for further scheduling.
3. Conversion scheduling - Once a schedule has been decided upon, Tyler Technologies will proceed in development of the conversion programs. During the development step, the Client will be responsible for providing knowledge and insight into the information from their current system
4. On-Site Conversion - Upon Tyler Technology's arrival at the Client's site for the conversion, the Client will be responsible for a final extraction of the data. In most situations the Client will not have to transmit the final extraction to Tyler Technologies. The Tyler Technology trainer on site will assist the Client in preliminary INCODE application setup that is required for the conversion as well as execute the conversion programs and assist in the verification of the converted information's integrity.

Even though the Tyler Technology trainers possess a great deal of knowledge in the area of conversion, it is ultimately the Client's responsibility to validate any converted data. The sections that follow clearly outline and describe each of the above steps.

## **Data Extraction and Transmission of Data**

As stated in the contract, the Client must supply data in ASCII file format with unpacked data fields. This terminology is sometimes considered confusing. The ASCII (pronounced as AS-key) is an abbreviation that represents the American Standard Code for Information Interchange. This standard was established in 1967 and still represents one of the most important standards in the computer industry. Since that time, some vendors have deviated from this standard. An example would be IBM's has a proprietary standard format abbreviated EBCDIC (pronounced EBB-see-dik). This is their current standard on the System36 and AS400. Vendors also use compression techniques in their data structures to pack numeric fields and dates. Since these techniques are not standard and vary from vendor to vendor, we are unable to process this information. In the simplest of terms the Client's data that is transmitted to The Tyler Technology system should be legible in a standard text processing program such as Windows textpad or wordpad. The characters that you view on screen should be the same characters that are on your computer keyboard.

## **File Descriptions and layout**

The contract further states that the Client must supply sufficient file descriptions and layout information for the data. Sometimes file descriptions will be referenced as data definitions. Normally data files have one row after another. Each row represents a record or grouping of information. As an example, a vendor file would normally have a row for each vendor in the system. The rows then have to be broken down further into columns or fields. An example of a field in the vendor file could be vendor name. The file description provides the information needed to know exactly what position each field starts and stops in each row. In all cases, file descriptions are absolutely necessary for any type of conversion.

## **Media Type**

Also outlined in the contract is the media type that the information can be transmitted to The Tyler Technology system. Unless the Client's existing system has a unix operating system, the most desirable media to transmit the data would be a cd. In situations where a writable cd is not available the Client can submit the information on a zip disk or 4mm tape. If a 4mm tape is used then the Client should transfer the information to the tape using the standard Windows backup software. The Client may also submit the data via email when the Client has a compression utility such as winzip and a fast and reliable internet connection. When the Client's existing system has a unix operating system, the Client may use any of the methods mentioned above with the additional transmittal method of a 4mm tape with the maximum capacity of 4gb or a ¼ inch tape with the maximum capacity of 1gb. The Client should include the Data Transmission Form with the media. If the Client is using email to transmit the data please include the information from the Data Transmittal Form in the email as text or an attachment. In situation where none of the above options are available to the Client, arrangements should be made with Tyler Technologies as to viable alternatives. These alternatives may involve additional fees.

There are certain vendors that Tyler Technologies has had considerable conversion experience and has developed processes to extract the information from their proprietary data files. Other vendors store their data in Microsoft Access or Microsoft SQL Server database. It is possible in these situations that the Client can provide their existing data files in their current state without data extraction. In this scenario the Client would only be responsible for providing a backup of their current data.

The first data extraction is for the sole purpose of developing the conversion software. This extraction should contain all the tables or files that are to be converted along with the appropriate



record layouts. An incomplete extraction can produce time delays and undesirable results during the actual conversion.

### **Final Data Extraction**

The final data extraction will be performed on the day of or a day very close to the final conversion. This extraction will be coordinated with Tyler Technology's conversion personnel and implementation coordinator.

### **Data Extraction Assistance**

In almost all instances the Client owns its data, but the current software provider's file descriptions will be considered proprietary information. There will be scenarios where the software provider will not provide file descriptions or will provide the descriptions for a fee. Any fees required by the vendor are the responsibility of the Client and are not included in the contract. In many situations the data will have proprietary fields with no easy solution for extraction. Tyler Technology's years of experience with data conversions has led to many innovative techniques for data extraction. When the Client has exhausted their available options, Tyler Technologies can assist with the data extraction for additional fees. The Client will have the responsibility of contacting their sales representative for a quote for additional services. Upon receipt of a purchase order from the Client, Tyler Technologies will proceed with this assistance.

### **Conversion Scheduling**

Once Tyler Technologies has received the data from the Client a three stage evaluation process will be implemented. Media will be evaluated as to its readability. Each data file transmitted will be reviewed as to its format, file description, and estimated complexity. When these two stages have been successfully completed, Tyler Technology's implementation coordinator will schedule with the Client a time for the data conversion, conversion assistance, and training. The third stage of the evaluation is more detailed and will follow in approximately 3 weeks. During this stage the data will be evaluated for its completeness, validity, and mandatory fields needed in the conversion. If problems arise during this process, Tyler Technologies will communicate to the Client the problems. The Client will be responsible for resolving the problems in a timely a manner as possible so that the schedule is not affected. If no problems arise then the Client can assume that Tyler Technologies is on schedule.

Timing is an important element during a data conversion. Scheduling of the conversion will revolve around the most advantageous cutoff dates. For example, if a Client bills their utility customers at the end of each month, the best time to do the conversion would be during the last two weeks of the month. Financial conversions will be easier to validate if performed after a period has been closed. All of these elements will be discussed by the implementation coordinator with the Client during scheduling.

### **Conversion Program Development**

After Tyler Technologies receives and validates the Client's data, the development of the conversion program will begin. During the development process, questions about the Client's current data or application may be raised. The Client is responsible for providing contact information for staff member(s) that are capable of responding to questions for each module being converted.

It is important for the Client to understand that Tyler Technologies has a minimal amount of experience with the Client's current application. Questions raised by Tyler Technologies will be the



result of analyzing data. There are a significant number of times when the data being analyzed does not correspond with the information that the Client views on the screen in their current application. Providing staff members that have an in depth knowledge of the Client's current application is a key element of a successful conversion.

Part of the development process will be testing the program with the data provided in the first extraction. This testing will take place at Tyler Technology's facilities. Any potential problem areas will be communicated to the Client.

### **Conversion Assistance**

As part of the contract, a Tyler Technology's trainer will be at the Client location during the actual conversion. The trainer will provide conversion assistance in the areas of preliminary setup, conversion program execution and data validation. Even though the primary focus of the trainer is a successful completion of the conversion process, the trainer will be providing a limited amount of training in certain areas. In a majority of cases, the trainer responsible for the conversion assistance will also be responsible for the training that will occur either before or after the conversion.

It is important to note that the trainer will not be the programmer responsible for the creating or modifying conversion program. The trainer will be responsible for conveying to the programmer discovery of Client specific information before the final conversion and any mistakes found after the conversion. The Client will need to facilitate the trainer by providing a comfortable place to work, access to facilities before and after normal work hours and telephone communications.

### **Data Validation**

The final step in the conversion process is the data validation. Much attention will be given to data integrity during the testing phase by the program developers. The conversion assistant will also spend time testing the integrity of the information. Balances and the output of processes will be tested after the conversion. A visual inspection of different modules will be performed by choosing different records on a random base. But Data validation is ultimately the responsibility of the Client.

### **Conclusion**

After over 20 years and several hundred conversion experiences, Tyler Technologies has determined that there are several key factors in a successful conversion. The Client needs to have a realistic expectation of what is going to happen. The Client must understand that there are no pleasant conversions; therefore a successful conversion is one that provides the least amount of displacement and discomfort. More than likely, the Client will have to change their schedules and prepare for a heavier work load during the conversion. The Client has to realize that the data on the system being converted is exactly how the data will be on the new system. The conversion process does not clean up or correct any information during the conversion process. The old adage "garbage in, garbage out" is very relevant during the conversion process. One example would be a general ledger conversion where the current system's ledger is out of balance. After the conversion, the INCODE general ledger will be out of balance. Conversions maybe somewhat mystical but the process is not magical. And finally, to have a successful conversion, there must be a team approach by all those involved.

AMENDMENT TO SUBSCRIPTION AGREEMENT

This amendment ("Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between Tyler Technologies, Inc., with offices at 5519 53<sup>rd</sup> Street, Lubbock, Texas 79414 ("Tyler") and the City of West Branch, Iowa with offices at 110 Poplar Street, West Branch, IA 52358 ("Client").

WHEREAS, Tyler and the Client are parties to the contract numbered 2011-0078 dated June 21, 2011 ("Agreement") governing Client's access to the software and services ("Software") described therein; and

WHEREAS, the term of the Agreement expires June 30, 2013; and

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. The term of the Agreement is hereby renewed for a two (2) year term commencing on July 1, 2013 and expiring on June 30, 2015 ("Term").
2. Upon execution of this Amendment, Tyler shall invoice Client \$7,791.00 for the first year annual subscription fee and annual Cash Collection Printer maintenance fee, and in each year through the end of the Term.
3. Upon execution of this Amendment, Tyler shall invoice Client \$587.00 for the first year fee for the addition of Cemetery Records (Control ID # 009686), and in each year through the end of the Term.
4. The subscription fees are based on the number of users described in the Agreement, and the Software may be accessed by no more than this number. Additional user subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional user subscriptions are added.
5. All terms and conditions of the Agreement not herein amended shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

City of West Branch

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tyler Technologies, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO. 1295

RESOLUTION APPROVING 28E AGREEMENTS BETWEEN THE CITY OF WEST BRANCH, IOWA AND THE BOARDS OF TRUSTEES OF CASS, GOWER, GRAHAM, IOWA, SCOTT AND SPRINGDALE TOWNSHIPS FOR THE PURPOSES OF FIRE PROTECTION AND AID AND ASSISTANCE FOR OTHER EMERGENCIES OR DISASTERS RELATING TO LIFE AND PROPERTY, OR HAZARDOUS MATERIALS.

WHEREAS, it is in the best interest of the City of West Branch and Cass, Gower, Graham, Iowa, Scott and Springdale Townships to have a joint agreement for the purpose of providing fire protection and aid and assistance for other emergencies or disasters relating to life and property, or hazardous materials; and

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to have updated agreements in place to provide these services to the various townships; 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 Agreements are hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 20th day of April, 2015.

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

ATTEST:

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

## **AGREEMENT**

**This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 28th day of January, 2015, between the City of West Branch, hereinafter known as the “providing agency” and the Board of Trustees of Cass Township, Cedar County, Iowa, hereinafter referred to as “Township.”**

**WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.**

**WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Cass Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.**

**IT IS, THEREFORE, AGREED AS FOLLOWS:**

- 1. PURPOSE.** The purpose of this agreement is to provide fire protection to the Cass Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the “providing agency.”
- 2. DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 28, 2015, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1<sup>st</sup> of the year of renewal date , in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
- 3. DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
- 4. CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
- 5. FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2015, the sum of \$4,073.00 which shall be for the period running to July 1, 2016, and \$4,073.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
- 6. INDEMNITY.** The providing agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

**A. Public Liability:** Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

- 1. **Bodily Injury Liability** - \$100,000.00 each person  
\$300,000.00 each occurrence
- 2. **Property Damage Liability** - \$100,000.00 each person  
\$300,000.00 each occurrence

**B. Workmens Compensation:** Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 28th day of January, 2015, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

**CITY OF WEST BRANCH**

**CASS TOWNSHIP**

BY \_\_\_\_\_  
MAYOR

BY Larry L. Black  
TRUSTEE

\_\_\_\_\_

BY Steve Agnew  
TRUSTEE

BY \_\_\_\_\_  
CITY CLERK

BY David F. Sen  
TRUSTEE

## **AGREEMENT**

**This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 28th day of January, 2015, between the City of West Branch, hereinafter known as the “providing agency” and the Board of Trustees of Gower Township, Cedar County, Iowa, hereinafter referred to as “Township.”**

**WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.**

**WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Gower Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.**

**IT IS, THEREFORE, AGREED AS FOLLOWS:**

- 1. PURPOSE.** The purpose of this agreement is to provide fire protection to the Gower Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the “providing agency.”
- 2. DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 28, 2015, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1<sup>st</sup> of the year of renewal date , in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
- 3. DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
- 4. CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
- 5. FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2015, the sum of \$25,695.00 which shall be for the period running to July 1, 2016, and \$25,695.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
- 6. INDEMNITY.** The providing agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

**A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:**

1. **Bodily Injury Liability - \$100,000.00 each person  
\$300,000.00 each occurrence**

2. **Property Damage Liability - \$100,000.00 each person  
\$300,000.00 each occurrence**

**B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.**

This agreement made and entered into this 28th day of January, 2015, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

**CITY OF WEST BRANCH**

**GOWER TOWNSHIP**

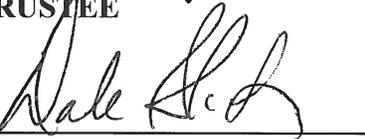
BY \_\_\_\_\_  
MAYOR

BY   
TRUSTEE

\_\_\_\_\_

BY   
TRUSTEE

BY \_\_\_\_\_  
CITY CLERK

BY   
TRUSTEE

## **AGREEMENT**

**This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 28th day of January, 2015, between the City of West Branch, hereinafter known as the “providing agency” and the Board of Trustees of Graham Township, Johnson County, Iowa, hereinafter referred to as “Township.”**

**WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.**

**WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Graham Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.**

**IT IS, THEREFORE, AGREED AS FOLLOWS:**

- 1. PURPOSE.** The purpose of this agreement is to provide fire protection to the Graham Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the “providing agency.”
- 2. DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 28, 2015, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1<sup>st</sup> of the year of renewal date, in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
- 3. DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
- 4. CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
- 5. FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2015, the sum of \$18,345.00 which shall be for the period running to July 1, 2016, and \$18,345.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
- 6. INDEMNITY.** The providing agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property,

including loss of use thereof, arising out of or in consequence of the performance or non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

**A. Public Liability: Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:**

1. **Bodily Injury Liability - \$100,000.00 each person  
\$300,000.00 each occurrence**
2. **Property Damage Liability - \$100,000.00 each person  
\$300,000.00 each occurrence**

**B. Workmens Compensation: Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.**

This agreement made and entered into this 28th day of January, 2015, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

**CITY OF WEST BRANCH**

**GRAHAM TOWNSHIP**

BY \_\_\_\_\_  
MAYOR

BY Michael F. Ryan  
TRUSTEE

\_\_\_\_\_

BY Ben Beaman  
TRUSTEE

BY \_\_\_\_\_  
CITY CLERK

BY \_\_\_\_\_  
TRUSTEE

## AGREEMENT

This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 28th day of January, 2015, between the City of West Branch, hereinafter known as the "providing agency" and the Board of Trustees of Iowa Township, Cedar County, Iowa, hereinafter referred to as "Township."

**WITNESS: WHEREAS**, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.

**WHEREAS**, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Iowa Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.

**IT IS, THEREFORE, AGREED AS FOLLOWS:**

1. **PURPOSE.** The purpose of this agreement is to provide fire protection to the Iowa Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the "providing agency."
2. **DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 28, 2015, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1<sup>st</sup> of the year of renewal date , in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
3. **DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
4. **CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
5. **FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2015, the sum of \$6,930.00 which shall be for the period running to July 1, 2016, and \$6,930.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
6. **INDEMNITY.** The providing agency agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or

non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

**A. Public Liability:** Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person  
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person  
\$300,000.00 each occurrence

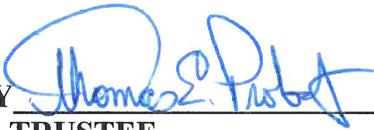
**B. Workmens Compensation:** Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 28th day of January, 2015, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

**CITY OF WEST BRANCH**

**IOWA TOWNSHIP**

BY \_\_\_\_\_  
MAYOR

BY   
TRUSTEE

\_\_\_\_\_

BY   
TRUSTEE

BY \_\_\_\_\_  
CITY CLERK

BY   
TRUSTEE

## **AGREEMENT**

**This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 28th day of January, 2015, between the City of West Branch, hereinafter known as the “providing agency” and the Board of Trustees of Scott Township, Johnson County, Iowa, hereinafter referred to as “Township.”**

**WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.**

**WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Scott Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.**

**IT IS, THEREFORE, AGREED AS FOLLOWS:**

- 1. PURPOSE.** The purpose of this agreement is to provide fire protection to the Scott Township or that portion thereof as set forth on the addendum attached to this agreement , said protection to be provided by the “providing agency.”
- 2. DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 28, 2015, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1<sup>st</sup> of the year of renewal date, in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
- 3. DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
- 4. CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
- 5. FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2015, the sum of \$68,509.00 which shall be for the period running to July 1, 2016, and \$68,509.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
- 6. INDEMNITY.** The providing agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance or



## **AGREEMENT**

**This agreement entered into accordance with and under the provisions of the provisions of chapter 28E of the 1975 Code of Iowa on this 28th day of January, 2015, between the City of West Branch, hereinafter known as the “providing agency” and the Board of Trustees of Springdale Township, Cedar County, Iowa, hereinafter referred to as “Township.”**

**WITNESS: WHEREAS, one of the purposes of the providing agency is to provide certain persons and areas with fire protection and aid and assistance for other emergencies or disasters relating to life and property , and or hazardous materials.**

**WHEREAS, the providing agency is willing and able to provide fire protection to the township and the township deems it in the best financial and economic interests of Springdale Township that the said protection be provided by the providing agency to the township for the safety and welfare of its citizens and its inhabitants.**

### **IT IS, THEREFORE, AGREED AS FOLLOWS:**

- 1. PURPOSE.** The purpose of this agreement is to provide fire protection to the Springdale Township or that portion thereof as set forth on the addendum attached to this agreement, said protection to be provided by the “providing agency.”
- 2. DURATION OF AGREEMENT.** This agreement shall be effective from the signing date of January 28, 2015, and shall automatically renew for one year for each year thereafter until notice be given by either party of its termination on or before April 1<sup>st</sup> of the year of renewal date , in writing, or unless terminated by mutual agreement of the parties. This agreement becomes effective on the date of signing by the parties.
- 3. DUTIES OF THE PROVIDING AGENCY.** The providing agency shall in accordance with the terms and provisions of this agreement, provide fire protection to the property shown on the addendum attached hereto as shall be sufficient for the township to comply with the provisions of Section 359.42 of the 1975 Code of Iowa, as amended. Said duties shall include but not limited to, the providing of equipment and manpower for fire protection and responding to calls and needs in the providing of said protection in the areas covered by this agreement.
- 4. CONTROL BY PROVIDING AGENCY.** All equipment and manpower utilized by the providing agency for fire protection agreed to herein shall at all times be under the direction and control of the Chief of the providing agency or the Officer in Charge.
- 5. FINANCIAL PROVISIONS.** The township shall pay the providing agency on or before July 1, 2015, the sum of \$26,958.00 which shall be for the period running to July 1, 2016, and \$26,958.00 on or before the first day of each July thereafter during the duration of this agreement for each succeeding twelve month period commencing July 1, through June 30, of each year.
- 6. INDEMNITY.** The providing agency agrees to indemnify and hold harmless the township, and its agents or employees, from and against all loss or expense (including costs and attorneys fees) by reason of liability imposed by law upon the township, the agents or employees for damage because of bodily injury, including deaths at any time resulting there from by any person or persons or on account of damage to property,

including loss of use thereof, arising out of or in consequence of the performance or non performance of the "providing agency", township, or the agents or employees of either, except only such injury or damage as shall have been occasioned by the sole negligence of the township, its agents or employees.

7. **INSURANCE.** The providing agency agrees that during the terms of this agreement, it shall at its own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the township, and also file copies of such insurance contracts with the townships.

**A. Public Liability:** Including coverage for direct operations, independent contractors, contractual liability, and completed operations, with limits not less than:

1. **Bodily Injury Liability** - \$100,000.00 each person  
\$300,000.00 each occurrence
2. **Property Damage Liability** - \$100,000.00 each person  
\$300,000.00 each occurrence

**B. Workmens Compensation:** Including employers liability in accordance with the Workmens Compensation Laws of the State of Iowa.

This agreement made and entered into this 28th day of January, 2015, shall be recorded in accordance with the provisions of Chapter 28E of The Code of Iowa.

**CITY OF WEST BRANCH**

**SPRINGDALE TOWNSHIP**

BY \_\_\_\_\_  
MAYOR

BY Mark Anderson  
TRUSTEE

\_\_\_\_\_

BY Kent Petersen  
TRUSTEE

BY \_\_\_\_\_  
CITY CLERK

BY Richard Paulsen  
TRUSTEE

RESOLUTION NO. 1288

RESOLUTION APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE CITY OF WEST BRANCH AND THE UNITED STATES GEOLOGIC SURVEY (USGS) IOWA WATER SCIENCE CENTER FOR STORMWATER MONITORING.

WHEREAS, the USGS Iowa Water Science Center proposes to install two streamgages and three raingages in the Wapsinonoc Creek watershed; and

WHEREAS, the streamgages and raingages will provide real-time information, allowing city officials and residents to view current levels in the creek and rainfall data at multiple locations to be better prepared for the possibility of flooding; and

WHEREAS, these gages are intended to provide data that can be used for future flood inundation modeling; and

WHEREAS, these monitoring locations would then assist city officials in implementing flood mitigation practices; and

WHEREAS, a set of scenarios will be defined by the City of West Branch along with future National Park Service flood mitigation plans to evaluate best management practices to mitigate future flooding of West Branch; and

WHEREAS, a joint funding agreement for monitoring has been provided to the City of West Branch by the USGS Iowa Water Science Center; and

WHEREAS, the City of West Branch would pay \$18,320 annually for the services under this agreement; and

WHEREAS, it is now necessary to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned joint funding agreement between the City of West Branch and the United States Geologic Survey (USGS) Iowa Water Science Center for stormwater monitoring is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 20th day of April, 2015.

---

Mark Worrell, Mayor

ATTEST:

---

Matt Muckler, City Administrator/Clerk

**USGS Proposed Monitoring and Modeling in West Branch, IA**  
**Greg Nalley, Dan Christiansen, and Jon Nania**  
**U.S. Geological Survey Iowa Water Science Center**  
**March 16, 2015**

The U.S. Geological Survey (USGS) Iowa Water Science Center proposes to install three streamgages and three raingages in the Wapsinoc Creek watershed along with developing a flood inundation model. This work would benefit the City of West Branch for several reasons. The streamgages and raingages will provide real-time information, allowing city officials and residents to view current levels in the creek and rainfall data at multiple locations to be better prepared for the possibility of flooding. These monitoring locations will also assist city officials in implementing flood mitigation practices. Historical data from these locations will also form the foundation for various studies. The flood inundation model will result in the determination of inundated areas at different water levels before flooding occurs. All data from the streamgages, raingages, and model will be quality-assured to published USGS polices and will be legally defensible.

One streamgage will be located at the College Street Bridge. This streamgage will include continuous monitoring of stage and discharge. Another streamgage would be installed upstream of the College Street bridge near the confluence of the east and west branches of the Wapsinoc Creek, near the foot bridge on the Hoover trail north of the dog park. This streamgage will be operated as a seasonal streamgage from March 1 to November 30, reporting real-time stage data via the world wide web. The streamgage will monitor both branches simultaneously. The raingages will be installed at three locations in the watershed agreed by the USGS and City of West Branch. These raingages will be calibrated and cleaned according to published USGS polices. All streamgages and raingages will be visited by USGS personnel at approximately six-week intervals, with additional visits as required for maintenance. The real-time data will be monitored daily by USGS personnel and any problems will be quickly remedied. Discharge measurements will be made at each routine visit to the College Street streamgage to develop and maintain the stage-discharge relation, because such relations are dynamic and are not static. Additional discharge measurements will be made during flood events. All data will be publically available and approved on USGS webpages. Any costs for maintenance or equipment replacement are included in the annual agreements. The cost of this work including installation, operation, and maintenance until September 30, 2015, is as follows (the same cost is expected for a full year of operation in federal fiscal year 2016):

	<u>West Branch</u>	<u>USGS</u>	<u>Total</u>
College Street Streamgage	\$8,960	\$5,980	\$14,940
East and West Branch Streamgage	\$5,040	\$3,360	\$8,400
Raingages	\$4,320	\$2,880	\$7,200
Total	\$18,320	\$12,220	\$30,540

The flood inundation model (HEC-RAS) would be constructed to provide a hydrologic and hydraulic assessment of the West Branch of Wapsinoc Creek watershed (Figure 1). In addition to streamgage and raingage data collection, detailed channel and structure data will be collected. A field survey using survey grade GPS of channel cross sections, bridge/culvert crossings, and outlet of retention structures will be completed. Further engineering plans (Bridge, culvert, and structure footprints) will be collected from the County and City engineers, and field measured when not available. A HEC-RAS model will be

constructed while field data collection activities are on-going using LIDAR data to develop the base geometries. Field data will be added to the HEC-RAS model upon completion and flood inundation scenarios will be simulated. A set of scenarios will be defined by the City of West Branch along with future National Park Service flood mitigation plans to evaluate best management practices to mitigate future flooding of West Branch. A USGS Scientific Investigations Report will be published documenting the HEC-RAS model.

	<u>West Branch</u>	<u>USGS</u>	<u>Total</u>
Channel/Structure survey FY15/16	\$9,300	\$6,200	\$15,500
HEC-RAS base model FY15	\$5,400	\$3,600	\$9,000
HEC-RAS field/scenarios FY16	\$15,840	\$10,560	\$26,400
USGS Scientific Investigations Report	\$13,440	\$8,960	\$22,400
Total	\$43,980	\$29,320	\$73,300

The costs for streamgages and raingages will be an annual amount. However the flood inundation model proposal will be a two year Joint Funding Agreement which will spread the costs over a two year period. If this work is agreed upon, a joint-funding-agreement will need to be signed by both the USGS and the City of West Branch. Please let us know if you have any questions. Thank you,

Greg Nalley  
319-358-3630  
gmnalley@usgs.gov

Dan Christiansen  
319-358-3639  
dechrist@usgs.gov

Jon Nania  
319-358-3655  
[jfnania@usgs.gov](mailto:jfnania@usgs.gov)

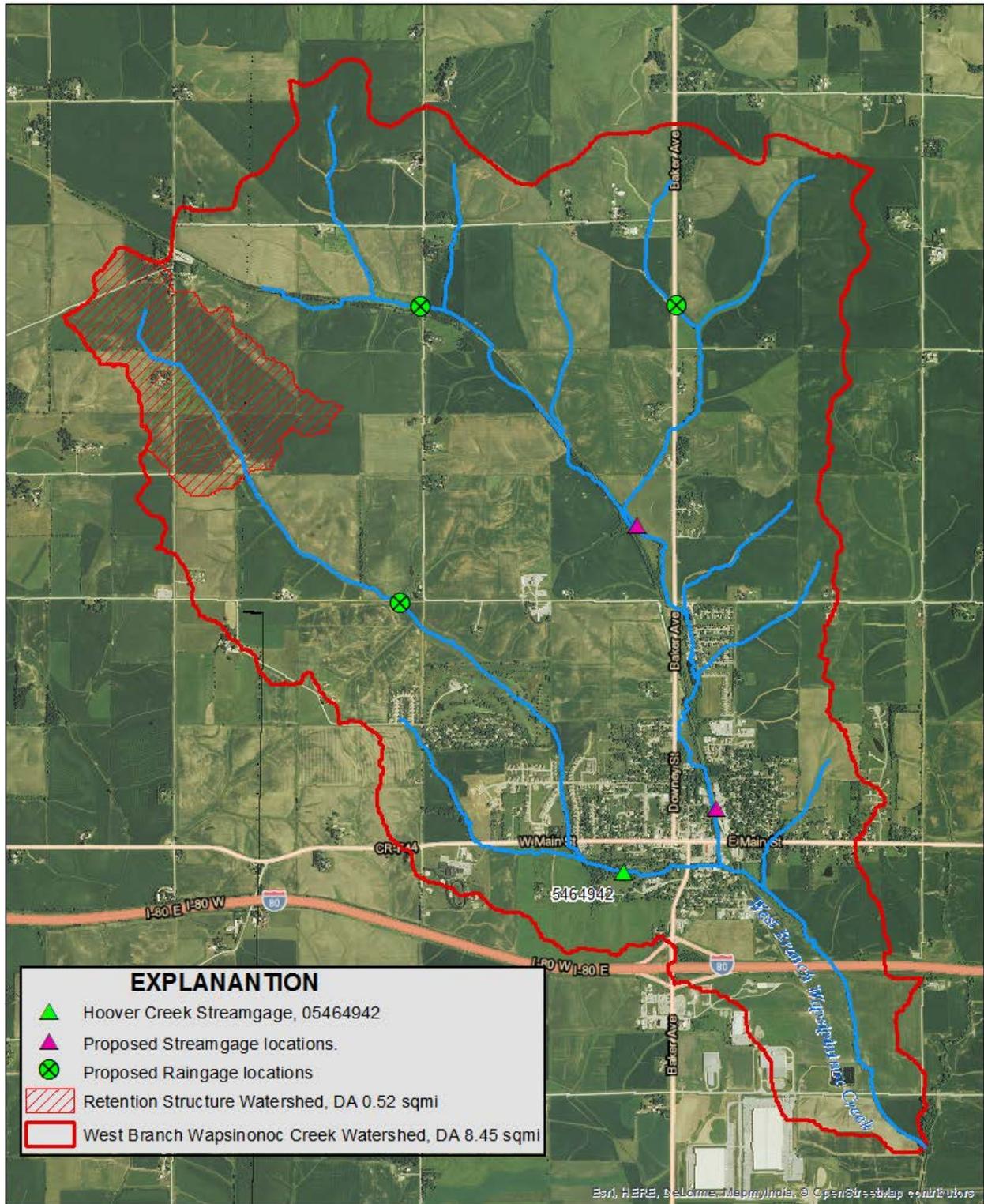


Figure 1. West Branch Wapsinoc Creek Watershed

	USGS	Cooperator	total
full discharge	5980	8960	14940
stage only	2990	4480	7470
seasonal discharge	4480	6720	11200
seasonal stage	2240	3360	5600
RT rain gage	1440	2160	3600
RT nitrate	5120	7680	12800
RT turbidity	5120	7680	12800

original proposal	usgs	west branch	total	
full discharge gage	5980	8960	14940	actual 40/60 split
seasonal stage only - one	2240	3360	5600	full cost
seasonal stage only - two	1120	1680	2800	half cost
	<b>3360</b>	<b>5040</b>	<b>8400</b>	
rain gage -- one	1620	1980	3600	45/55 split
rain gage -- two	second one ran for free for one year		0	per my slide
rain gage -- three	third gage had not been discussed		0	
	<b>1620</b>	<b>1980</b>	<b>3600</b>	
	<b>10960</b>	<b>15980</b>	<b>26940</b>	

second proposal	usgs	west branch	total	
full discharge gage	5980	8960	14940	actual 40/60 split
seasonal stage only - one	2240	3360	5600	full cost
seasonal stage only - two	1120	1680	2800	half cost
	<b>3360</b>	<b>5040</b>	<b>8400</b>	
rain gage -- one	1440	2160	3600	actual 40/60 split
rain gage -- two	second one ran for free for one year			but my slide
rain gage -- three	1440	2160	3600	had 45/55 split
	<b>2880</b>	<b>4320</b>	<b>7200</b>	
	<b>12220</b>	<b>18320</b>	<b>30540</b>	

<b>third proposal</b>	<b>usgs</b>	<b>west branch</b>	<b>total</b>	<b>change to</b>
seasonal discharge gage	4480	6720	11200	seasonal gage
seasonal stage only - one	2240	3360	5600	full cost
seasonal stage only - two	1120	1680	2800	half cost
	<b>3360</b>	<b>5040</b>	<b>8400</b>	
rain gage -- one	1620	1980	3600	quoted at 45/55
rain gage -- two	second one ran for free for one year			so back at
rain gage -- three	1620	1980	3600	45/55 split
	<b>3240</b>	<b>3960</b>	<b>7200</b>	
	<b>11080</b>	<b>15720</b>	<b>26800</b>	

<b>if it were full price at 40/60</b>	<b>usgs</b>	<b>west branch</b>	<b>total</b>	
full discharge gage	5980	8960	14940	full discharge
seasonal stage only - one	2240	3360	5600	full cost
seasonal stage only - two	2240	3360	5600	full cost
	<b>4480</b>	<b>6720</b>	<b>11200</b>	
rain gage -- one	1440	2160	3600	full cost
rain gage -- two	1440	2160	3600	full cost
rain gage -- three	1440	2160	3600	full cost
	<b>4320</b>	<b>6480</b>	<b>10800</b>	
	<b>14780</b>	<b>22160</b>	<b>36940</b>	

Note: Full discharge gage is our preference but we can go with the seasonal gage but may lose some of the statistics over the winter months. I talked with Dan and we could get by with the original two rain gages as priced in the original proposal, ie. operate 2 for the price of 1. Any additional rain gage needs is up to the town council and the Mayor, but we are willing to operate as many as decided upon. The original idea was to operate 2 rain gages to see if there were any major differences in the rainfall pattern, if not pull one out. If there were major difference then revisit the cost. The two seasonal stage only gages above the dog park is to see which brach delivers the most runoff and what the timing would be comparatively. This data will help calibrate the model's upper end.

fourth proposal	usgs	west branch	total	change to
seasonal discharge gage	4480	6720	11200	seasonal gage
seasonal stage only - one	2240	3360	5600	full cost
seasonal stage only - two	1120	1680	2800	half cost
	<hr/>	<hr/>	<hr/>	
	3360	5040	8400	
rain gage -- one	1620	1980	3600	quoted at 45/55
rain gage -- two				so back at
rain gage -- three				45/55 split
	<hr/>	<hr/>	<hr/>	
	1620	1980	3600	
	9460	<b>13740</b>	23200	



# United States Department of the Interior

## U. S. GEOLOGICAL SURVEY

Iowa Water Science Center

P.O. Box 1230

Iowa City, Iowa 52244-1230

March 24, 2015

Matt Muckler  
City Administrator  
City of West Branch  
PO Box 218 110 N. Poplar St  
West Branch, IA 52358

Dear Mr. Muckler;

Enclosed are two original copies of our Joint Funding Agreement for April 15, 2015, to September 30, 2015. This agreement is for the installation, operation, and maintenance of the following USGS streamgaging and precipitation stations:

	<u>West Branch</u>	<u>USGS</u>
College Street Wapsinonoc Streamgage (stage and discharge)	\$8,960	\$5,980
East and West Branch Wapsinonoc Streamgage (seasonal stage-only)	\$5,040	\$3,360
Three Raingages	\$4,320	\$2,880
Total	\$18,320	\$12,220

If this is acceptable, please sign both originals; return one signed original in the enclosed self-addressed envelope and retain the other for your records.

As per Federal regulations, work cannot be continued or started until we receive the signed agreement. Results of all work performed under this agreement will be available to the City of West Branch and the U.S. Geological Survey for scientific analysis and publication. Work performed with funds from this agreement will be conducted on a fixed-cost basis. The City of West Branch will be billed bi-annually for their portion of this agreement in July and August, 2015. The estimated bi-annual bill for this agreement will be \$9,160.

We appreciate your consideration of our cooperative program. If you have any questions about the work performed under this agreement, please contact Jon Nania at 319-358-3655. Questions regarding the agreement's terms, billing period or other administrative concerns may be addressed to our Administrative Officer, Jeff Hemmingfield, at 319-358-3650.

Kevin Richards  
Director  
USGS Iowa Water Science Center

Enclosures

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR WATER RESOURCES INVESTIGATIONS**

Customer No:  
Agreement No: 15C4IA000000028  
Project No: NP009OL  
TIN #: 42-6005357  
Fixed Cost Agreement  Yes  No

This agreement is entered into as of the **15th** day of **April, 2015** by the U.S. Geological Survey, U.S. Department of the Interior, party of the first part, and the **City of West Branch, Iowa**, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the **installation, operation, and maintenance of two USGS streamgaging and three precipitation stations in the Wapsinonoc Creek watershed**, hereinafter called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$ **0.00**.

(a) **\$ 12,220.00** by the party of the first part during the period **April 15, 2015 to September 30, 2015**

(b) **\$ 18,320.00** by the party of the second part during the period **April 15, 2015 to September 30, 2015**

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to ensure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (Form DI-1040). Billing documents are to be rendered **bi-annually** in July and August, 2015. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)

USGS Point of Contact  
Name: Jon Nania  
Address: PO Box 1230  
Iowa City, IA 52244  
Phone: 319-358-3655  
Email: jfnania@usgs.gov

Customer Point of Contact  
Name: Matt Muckler – City Administrator  
Address: City of West Branch  
PO Box 218 110 N. Poplar St  
Phone: 319-643-5888  
Email: matt@westbranchiowa.org

By [Signature] Date 3/24/15  
Name: Kevin Richards  
Title: Center Director

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

By [Signature] Date 3/24/15  
Name: Jon Nania  
Title: Supervisory Hydrologist

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

Joshua L Meade  
885 290<sup>th</sup> Street  
Atalissa Ia, 52720

03/29/2015

Dear City of West Branch,

The time I spent with the West Branch Police department was a positive experience. Unfortunately, for personal reasons I have decided not to continue with my training.

I Joshua L Meade will be resigning my position with the police department as of Monday March 30, 2015.

Again, thank you for the opportunity to be of service to such a great community.

Respectfully,

A handwritten signature in black ink, appearing to read 'JL Meade', written in a cursive style.

Joshua L Meade



Mackenzie Krob

319.430.6094    mackenziem1978@gmail.com    410 N. Downey Street, West Branch, IA 52358

April 1, 2015

Mayor Mark Worrell  
City of West Branch

Dear Mayor,

I am submitting this letter to announce my resignation from the Historic Preservation Commission effective immediately.

I originally accepted the position with the intent to work with fellow community members in pursuit of honoring and respecting the historic nature of West Branch, while continuing to build a quality, viable community for the future through a professionally collaborative process that is respectful to both individual members and community partners.

Thank you for the opportunity to be a part of the process and I wish the Commission well.

Sincerely,

*M. Krob*

Mackenzie Krob



# United States Department of the Interior

## NATIONAL PARK SERVICE

HERBERT HOOVER NATIONAL HISTORIC SITE

P.O. BOX 607

WEST BRANCH, IOWA 52358-0607



IN REPLY REFER TO:

W-34, (HEHO LE)

Date: April 27, 2015

### NOTICE OF CLOSURE

Pursuant to Title 16 U.S.C. Sections 1 and 3, and Title 36, Code of Federal Regulations (CFR), Section 1.5 (a) (1), the following area will be closed to accommodate storm water system repairs:

#### **Roads:**

- **PARKSIDE DRIVE CLOSURE:** Effective Monday April 20, 2015 from 6:30 a.m. through Thursday April 23, 2015 at 6:30 a.m. Parkside Drive will be closed to all through vehicle traffic from the intersection of Cedar Street - North to the intersection of Main Street.

#### **Exemptions:**

- Park visitors and school buses may proceed to Hoover Presidential Library and Museum and to the Herbert Hoover National Historic Site Visitor Center.
- National Park Service employees, City of West Branch employees, and public safety personnel are exempted.

**Justification:** The temporary closure is necessary to protect the public and constructions workers during the repair of the storm water infrastructure system. The closure noted above is with the agreement of the City of West Branch, IA. Questions regarding this Order can be directed to Chief Ranger Michael Wilson at 319-643-7860.

Peter S. Swisher, Superintendent

4-01-15

Date

- Conduct any business activity or solicit the performance of any activity which is prohibited by law; or
- Transmit material, information or software in violation of any local, state or federal law;
- Conduct any fund raising and public relations activities; or

Employees who violate this policy are subject to disciplinary action in accordance with established personnel policies.

### **CELL PHONE**

Occasional minimal personal use of a city or personal cell phone is permissible per Department Head approval and if the Department Head sufficiently controls its use.

### **VEHICLE USE**

City vehicles may be available for use by city employees for city business only.

No city vehicle shall be used to transport family members or be used for any personal use other than a direct travel route to and from the city business premises. West Branch may allow de minimis use as provided by IRS regulations.

Employees must have a valid driver's license or CDL as required, maintain an acceptable driving record and may be required to provide a certificate of insurance to operate a city vehicle. Employees must notify their Department Head immediately upon any serious violation or accident involving a city vehicle.

## **BENEFITS**

West Branch has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, and to help you plan for retirement. This portion of the employee handbook contains a very general description of the benefits to which you may be entitled as an employee. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore, this handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination.

West Branch reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, West Branch reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

### **HEALTH INSURANCE**

West Branch currently offers regular full-time employees, health coverage for themselves, their spouse and dependents.

Coverage takes effect the first day of the month following the employees hire date. Once made, your election is generally fixed for the remainder of the plan year. However, if you undergo a coverage enrollment event you may make a change in coverage provided you do so as soon as possible of that event. Please contact the City Clerk to determine if the change qualifies as an event under the plan document.

At the end of each fiscal year, during open enrollment you are free to change your medical elections for the following fiscal year, whether or not you have a change event.

Regular full-time employees with health insurance coverage through another family member may opt out of health insurance coverage with the City in return for the City providing a payment in lieu thereof in the amount of fifty (50) percent of the cost of a single premium. Employees who opt out of health insurance coverage must show proof of insurance coverage elsewhere that meets federal requirements under the Affordable Care Act.

**DENTAL INSURANCE**

West Branch currently offers regular full-time employees, dental coverage for themselves, their spouse and dependents. Coverage takes effect the first day of the month following the employees hire date, if the employees hire date is the 1<sup>st</sup> of the month coverage begins that day.

Regular full-time employees may opt out of dental insurance coverage with the City in return for the City providing a payment in lieu thereof in the amount of fifty (50) percent of the cost of a single premium.

**FLEXIBLE SPENDING ACCOUNT**

West Branch offers an employee-funded flexible spending account to regular full-time employees. Just before the beginning of the calendar year, plan participants may elect an annual amount of flexible dollars to pay for eligible dependent care and health care expenses

**GROUP LIFE INSURANCE**

West Branch offers regular full-time employees who are employed by West Branch, an employer-paid basic group term life policy along with an accidental death and dismemberment policy. Each policy pays a death benefit equal to \$15,000, accidental is \$20,000.

**SUPPLEMENTAL INSURANCE**

West Branch offers supplemental voluntary insurance coverage.

**VACATION – PERSONAL DAYS**

Regular full-time employees shall accrue vacation leave credit, based on regular full time equivalent service and prorated on a pay period basis. Annual vacation shall be accrued as follows:

Years of Service	Annual Vacation Hours
Hire date up to 5 years	104

## OVERVIEW

Greenview ♦ Golfview ♦ Fox Run Golf Club

### **88 Family Dwellings**

### **Fox Run Golf Course**

Member Golf

Boys & Girls HS Golf

Men's League Golf

Public Golf

Tournaments and Events

Leisure Activities

### **Safety and Emergency Concerns**

Examined and discussed without action since the development of the golf course and Rummells Addition (now Greenview) in the 1960s. Hard-surfaced access to this area is limited to a two-lane, county road without shoulders or walkways. Persons on foot or bicycles, etc., are especially at risk on this heavily-traveled, service thoroughfare. Should this route be unavailable, a 3.4 mile asphalt-gravel detour to the west is the only improved alternative for resident, emergency, and service vehicles.

# City of West Branch

~ A Heritage for Success ~

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

## CITY COUNCIL MEETING AGENDA Tuesday, February 19, 2013 • 6:30 p.m. City Council Chambers, 110 North Poplar Street *Action may be taken on any agenda item.*

1. Call to order
2. Roll call
3. Welcome
4. Approve Agenda/Consent Agenda/Move to action
  - a. Approve minutes from the February 4, 2013 City Council Meeting.
  - b. Approve claims.
  - c. Approve the Wellmark BlueCross BlueShield Flexible Spending Account Renewal for April 1, 2013-March 31, 2014 in the amount of \$630.40.
5. Communications/Open Forum
6. Public Hearing/Non-Consent Agenda
  - a. Nuisance Hearing for Dalton Gang at 315 E. Main Street, West Branch per Section 50.08 of the Code of Ordinances requested by Robert M. Champagne, Jr.
  - b. Approve an order for Dalton Gang to abate a nuisance at 315 E. Main Street no later than March 1, 2013./Move to action.
  - c. Approve Class C liquor license with Sunday Sales for Fiesta Riviera, Inc./Move to action.
  - d. First reading of Ordinance 706 amending Chapter 92 "WATER RATES"/Move to action.
  - e. Second reading of Ordinance 707 amending Chapter 45 "ALCOHOLIC CONSUMPTION AND INTOXICATION"/Move to action.
  - f. Resolution 1078, adopting final proposed fiscal year 2013-2014 budget and order notice of hearing for March 4, 2013./Move to action.
  - g. Resolution 1079, establishing the policy for consumption of alcohol upon public property within the City of West Branch, Iowa./Move to action.
  - h. Resolution 1081, authorizing the issuance of General Obligation Corporate Purpose and Refunding Bonds, Series 2013./Move to action.
  - i. Resolution 1082, authorizing the filing of an application for assistance from the Safe Routes to School Program, administered by the Iowa Department of Transportation./Move to action.
  - j. Resolution 1083, accepting the \$5,100 Alliant Energy *Branching Out* Grant and approving the 2013 *Branching Out* Program Agreement./Move to action.
  - k. Main Street West Branch Program Director Mackenzie Krob - Hoover's Hometown Days
7. City Staff Reports
  - a. Library Director Nick Shimmin - Cable Access Equipment Update
8. Comments from Mayor and Council Members
  - a. Councilman Mark Worrell - Greenview/Pedersen Valley Connection
9. Adjournment

Mayor: Don Kessler • Council Members: Jordan M. Ellyson, Colton Miller, Jim Oaks, Dan O'Neil, Mark Worrell  
City Administrator/Clerk: Matt Muckler • Fire Chief: Kevin Stoolman • Library Director: Nick Shimmin  
Parks & Rec Director: Melissa Russell • Police Chief: Mike Horihan • Public Works Director: Matt Goodale

Don Kessler was not 105

attending the meeting at 6:25 - then he...

6-2-24-13, 6-2-25 - we were in town all

1996 PZ committee: Al Rozinek; Roger Laughlin; Dick Stoolman; Dave Clark; Mark Thomas; Hillary Maurer; Connie Van Ginkle; Buzz Albin.

Present committee includes many of above plus Gary Slach.

18 months, \$10K, 800-page comprehensive plan for police, fire, urban and industrial development. Many open meetings and community forums including engineers and professionals who submitted recommendations. This plan also showed L.C. Rummells' vision for the industrial park south of I80 to separate it from residential developments.

In the past five years there has been a review of this plan with no revisions.

General info:

Orange street west is to connect at Lehman's driveway.

Proposed soccer field behind Henderson Funeral Home using retention area.

Proposed community/rec center west of cemetery north of Crestview.

Existing stub is a plus because only a parking lot and building are needed.

Greenview and Golfview would benefit by having direct access to city facilities.

No parking signs on stub road would eliminate parking problems.

People at West entrance of GV have all the traffic and favor the extension.

Extensions of Orange and Scott did not solicit input from residents.

Walking trail: Where? Winter maintenance? Summer, too. Projected costs?

Current traffic volume on trunk road. Projected upgrade of that road? At what cost?

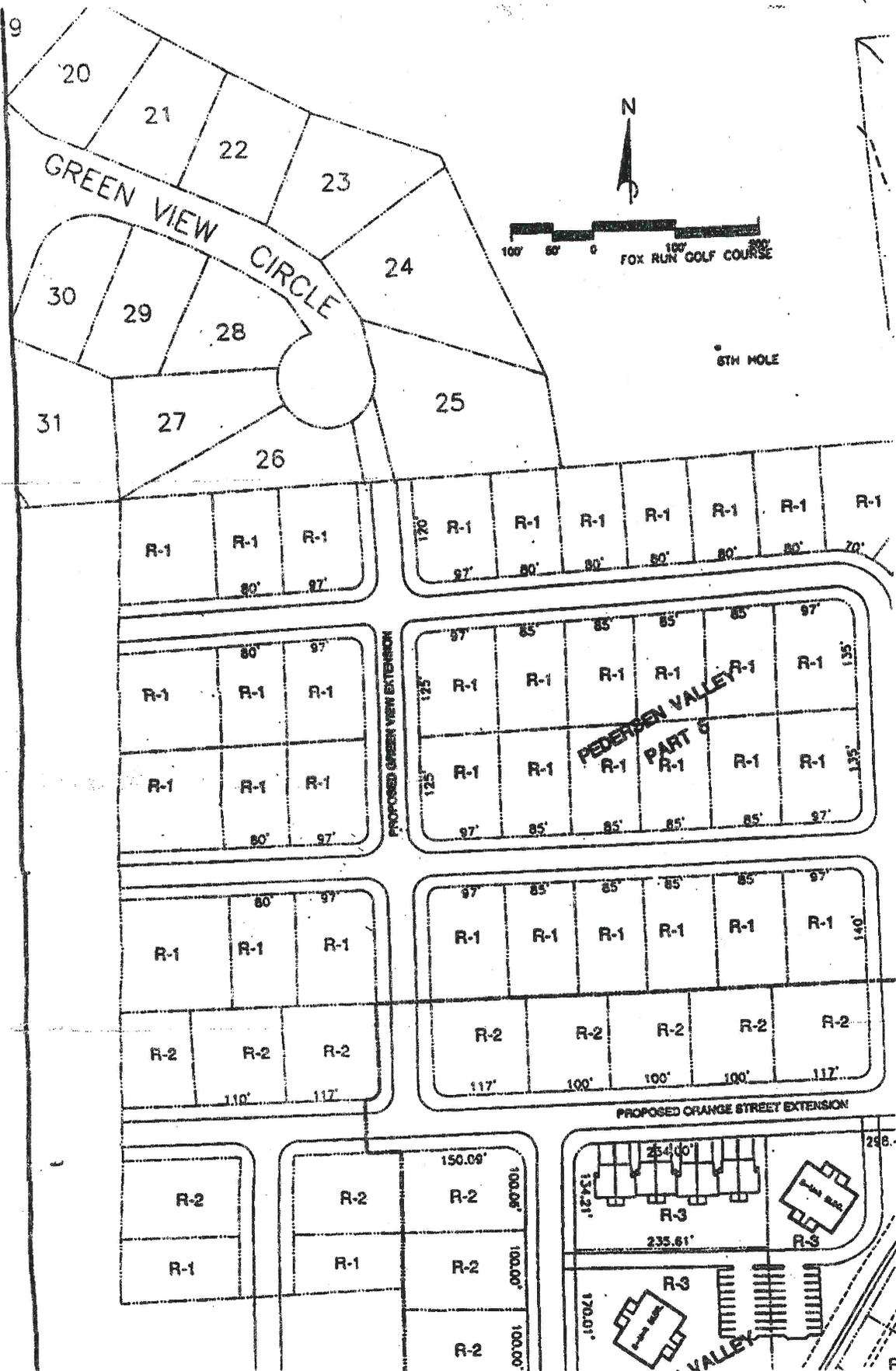
According to a realtor, all current plan information is made available to all owners and buyers either through their realtors or in a statement on property titles.

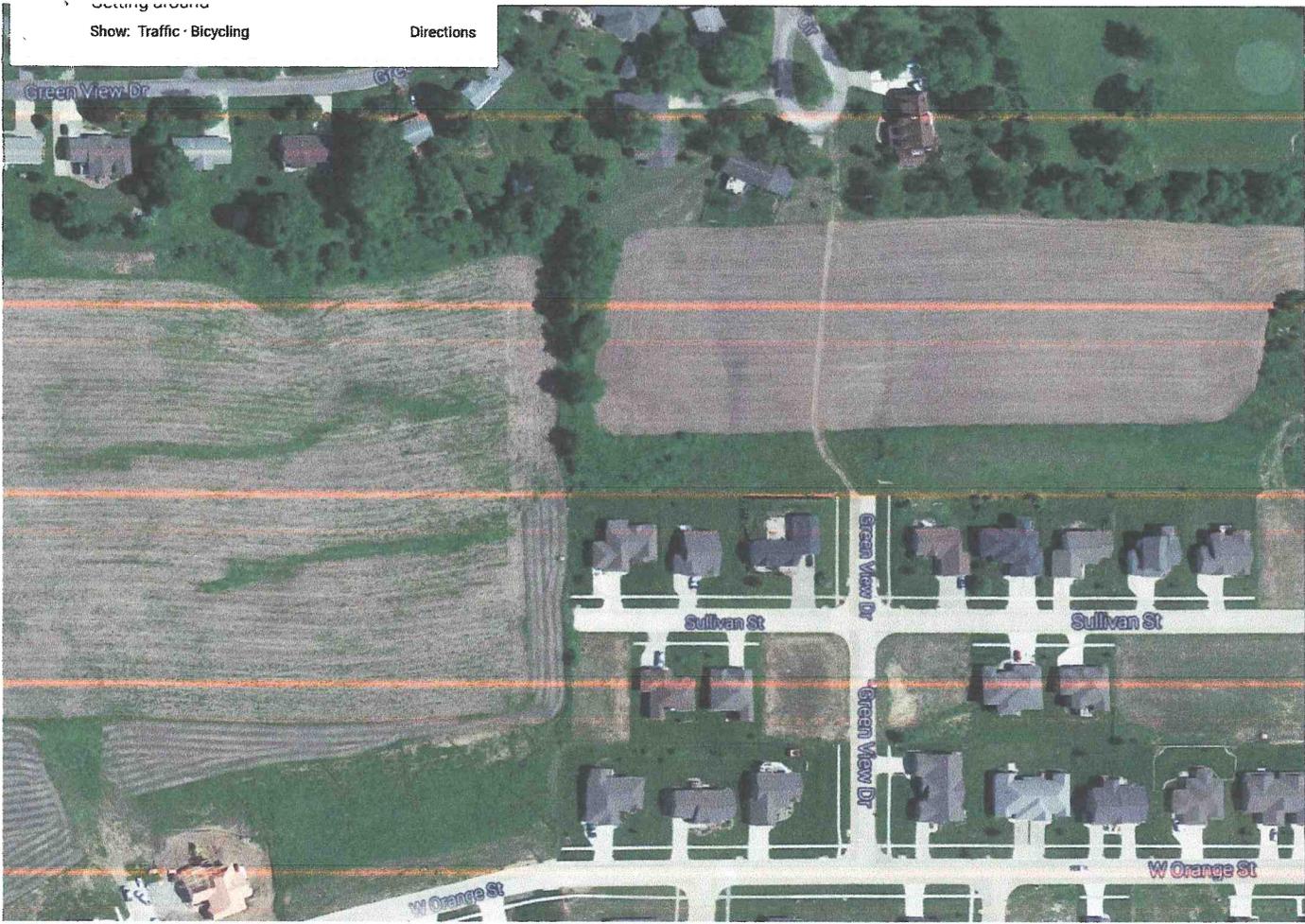
Last week, WB Times reported on sidewalk survey. Irrespective of extension approval, can GV residents expect a sidewalk and/or street upgrade in the next five years?

Health and safety concerns: Minutes make a difference. Fire next door nearly totaled their home.

Stulke proposal? Access via street construction between Chacom and Bridges properties.

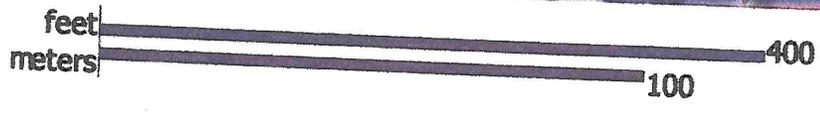
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1996 20







Google earth



## HOUSING INCENTIVE PROPOSAL OPTIONS

**Option 1** (Original Development Committee Proposal presented at the March 23, 2015 Council Meeting)

- 100% City property tax rebate starting the date of issuance of the occupancy permit (transferable if sold) and extending five years (\$8,500 for five years)
- Reduction in building permit fees to \$500 plus the cost of the water meter and meter reading equipment. Total of \$750. (\$1,150 per home)

- Free water and sewer hook-up fees (\$766 per home)

(City's cost on a \$275,000 home\* is estimated at \$10,416.)

**Option 2** (City of Tripoli New House Construction Incentive Package)

- 50% City property tax rebate starting the first year taxes are effective and extending five years (transferable if sold) (\$4,750 for five years)

- Free sewer hook-up (\$383 per home)

- 50 % reduction in sewer charges for first three years (transferable if sold) (\$550 for three years)

- 50 % reduction in water charges for first three years (transferable if sold) (\$550 for three years)

(City's cost on a \$275,000 home is estimated at \$6,233)

**Option 3** (Revised Development Committee Proposal from April 2, 2015 Development Committee Meeting)

- 100% City property tax rebate starting the date of issuance of the occupancy permit (transferable if sold) and extending three years up to a total of no more than \$5,000 (\$5,000 for three years)

- Reduction in building permit fees to \$500 plus the cost of the water meter and meter reading equipment. Total of \$750. (\$1,150 per home)

- Free water and sewer hook-up fees (\$766 per home)

(City's cost on a \$275,000 home is estimated at \$6,916)

\*\$220,000 home plus land valued at \$55,000 for tax purposes)