

# City of West Branch

~A Heritage for Success~

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## CITY COUNCIL MEETING AGENDA

**Monday, May 4, 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 April 20, 2015 City Council Meeting.
  - b. Approve claims.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
  - a. Second Reading of Ordinance 727 amending Chapter 55 “Animal Protection and Control.”/Move to action.
  - b. First Reading of Ordinance 730 amending Title “Building Permit Fees,” Chapter 155 “State Building Code.”/Move to action.
  - c. Resolution 1191, setting a public hearing on the proposal to enter into an agreement with Casey’s Marketing Company including the provision of annual appropriation tax payments in an amount not to exceed \$561,348.65./Move to action.
  - d. Resolution 1298, approving those certain agreements in connection with the Parkside Drive Road Improvements Project./Move to action.
  - e. Resolution 1299, adding building permit and cemetery fees to the West Branch Schedule of Fees./Move to action.
  - f. Resolution 1300, adopting the 2015 Residential Development Incentive Package./Move to action.
  - g. Resolution 1301, approving the use of demolition, electrical, fence, mechanical, and plumbing permit application forms./Move to action.
  - h. Resolution 1302, approving the Iowa City Area Development Group Investment Commitment./Move to action.
  - i. Resolution 1303, to fix a date of meeting for a public hearing on amending the current budget for the fiscal years ending June 30, 2015./Move to action.
  - j. Resolution 1304, adopting the City of West Branch, IA Surplus Property Policy./Move to action.
  - k. Resolution 1305, approving an agreement with Big Ten Rentals, Inc. in the amount of \$1,526.80 for stage and tent rental during the 2015 Hoover’s Hometown Days Celebration on Saturday August 8, 2015./Move to action.
8. City Staff Reports
  - a. City Administrator Matt Muckler – Update on Police Officer Recruitment
  - b. Deputy City Clerk Dawn Brandt – Financial, Debt and Purchasing Policies
9. Comments from Mayor and Council Members
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**

**April 20, 2015  
7:02 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 Leslie Brick, Deputy City Clerk Dawn Brandt, Public Works Director Matt Goodale, 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 23, 2015 City Council Meeting.
- b) Approve claims.
- c) Approve street closure of Gilbert Street, north of the intersection of Gilbert and Sullivan, on Saturday May, 16, 2015 from 5:30 p.m. until 11:00 p.m. for a graduation party.

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

Date 4-20-15	City of West Branch Claims Report	
Alliant Energy	Various Depts - Utilities	10,558.43
Amazon	Library - Supplies	196.22
Bachmeier Carpet One	Adm- Carpet Tile Police	4,127.33
Baker & Taylor	Library - Books	742.56
Barron Motor Supply	Water/Fire - Supplies	573.76
Blue Cross Blue Shield	Health/Dental Insurance	11,096.86
BP Amoco	Fire - Fuel	116.76
Brandt, Dawn	Admin - Reimb For Mileage	55.63
Brick, Leslie	Adm - Reimb For Mileage & Supplies	141.88
Business Radio Sales	Police/Fire - Supplies	913.76
Cedar County Cooperative	Streets - Diesel Fuel	1,098.02
Cedar County Recorder	Legal - Recording	7.00
Cedar Rapids Photo Copy	Library - Service	34.85
Central Iowa Training Assn	Fire - Fy15 Dues	25.00
Chauncey Butler Post 514	Park&Rec/Library - Flags	47.00
Chris Jones Trucking	Streets - Hauling Roadstone	305.71
Cochran, Craig	Fire - Reimb For Supplies	74.51
Costco Wholesale	Library - Supplies	26.52
Culligan Water	Fire - Water Cond Rental	33.95
Danuser Machine Co	Water - Part	170.47
Dearborn National Insurance	Life Insurance	60.10
Debra Fiderlein	Park&Rec -Session 2 Classes	247.20
Deweys Jack & Jill	P&R/Police - Supplies	27.71
Document Destruction	Admin - Destruction Services	43.00
Dorsey & Whitney	Legal Serv Through 3-31-15	4,344.54
Ed.M.Feld Equipment	Fire - Boots	259.00
EFTPS	Federal Withholdings	12,689.58
ETS Corporation	Water/Sewer - Credit Card Fees	64.11
F&B Communications	Admin - Website Hosting	29.95
Financial Adjustment Bureau	Library - Coll Service Fee	8.00
General Pest Control	Library - Service	70.00
Great American Business	Park&Rec - Supplies	1,278.10
Hanna, John	Police-Reimb For Supplies & Trng	325.04
Hawkins	Water - Azone 15	1,412.50
Iowa Assn. Mun. Utilities	Water - Eiasso Dues Mar-May	534.27
Iowa Department Of Revenue	Payroll Expense	954.04
Iowa Dept Of Public Safety	Police- Annual Ia Syst Billing	1,100.00
Iowa League Of Cities	Admin - Cd Clerk Handbook	20.00
IPERS	Ipers	8,477.57
Jodi Yeggy	Park&Rec- Session 2 Classes	247.20
John Deere Financial	Cemetery - Supplies	59.42

Johnson County Refuse	Recycling - March 2015	3,709.75
Kevin Olson	Legal Services For April 2015	1,500.00
Kingdom Graphics	Water - Banner	10.00
Kings Material	Park&Rec - Parking Curbs	716.25
Koch Brothers	Admin - Copier Contract copies	365.48
Lacina, Katarina	Park&Rec - Refund For Soccer	35.00
L. L. Pelling Co.	Streets - Premix	170.24
Liberty Communications	Various Depts - Phone Service	1,104.83
Linn County R.E.C.	Streets - Utilities	138.00
Lynch's Plumbing	Water - Supplies	10.50
Matt Parrott	Admin - Receipt Books	202.48
Mechanicsville Public Library	Library - Iclip Art	10.00
Mediacom	Cable - Service	40.90
Menards	Park&Rec - Supplies Easter	135.77
Midwest Frame & Axle	Streets - Service	114.26
Midwest Janitorial Service	Lib/Adm/Th/Police - Cleaning	646.56
Moore's Welding	Water - Service	560.10
North East Iowa Regional	Admin - NEI Region Dues	20.00
Office Of Auditor Of State	Admin - Fy14 Audit Services	10,443.03
O'Neil, Paul	Water - Reimb For Mileage	40.05
Oriental Trading Co.	Park&Rec - Easter Supplies	1,229.17
Overdrive	Library - Ebooks	212.97
Parkside Tire & Wrecker	Cemetery/Fire - Parts & Service	60.50
Payroll Expense	Payroll Expense 4-10-15	27,291.94
Pitney Bowes	Library - Rental Contract	120.00
Pitney Bowes	Admin - Postage Machine	218.00
Pitney Bowes	Water/Adm - Postage	500.00
Plastic Recycling Of Iowa	Park&Rec - Trash Receptacles	1,180.30
Play It Again Sports	Park & Rec - Soccer Equipment	538.80
QC Analytical Services	Sewer - Testing	584.00
Quill Corp	Various Depts - Supplies	191.72
Ratliff, Brad	Fire - Reimb For Training Class	69.00
River Products	Streets- Roadstone	901.14
Sandy Heick	Fire - Wbfd Medical Trng	150.00
Seneca Companies	Service Soil Analysis & Report	5,100.00
Shanelle Peden	Cable - Video Meetings	150.00
Shawn Pierce	Park&Rec - Session 2 Classes	247.20
Shimmin, Nick	Admin - Reimb Website Renewal	63.98
Summit Companies	Various Depts - Fire Ext Serv	703.50
Supplyworks	Adm/Th/Police/Wtr - Supplies	189.10
Terence Goerdt	Admin - Inspections	140.00
Tipton Conservative	Library - Subscription	36.00
Toynes Ia. Fire Trk.Serv	Fire - Parts	140.54
Treasurer State Of Iowa	Iowa Sales Tax Ach & State W/H	4,780.00
Trugreen	P&R - Lawn Srv Lions Field	145.00
Uniform Den	Police - Uniforms	1,377.06
United States Treasury	Payroll Expense	1,321.58
U Of Iowa: State Hygienic Lab	Water - Testing	25.00
UPS	Sewer - Shipping	84.04
US Bank Equipment Finance	Library/Admin - Copier Contract	318.12
USA Blue Book	Water - Supplies	439.61
Veenstra & Kimm	Various Depts - Engineering	2,975.55
Verizon Wireless	Various Depts - Phone Service	775.82
Walmart	Library - Supplies	384.11
West Branch Ford	Police-Service 2014 Taurus	42.14
West Branch Times	Legal/Cem - Publications	457.29
WEX Bank	Police/Water - Fuel	1,232.70
Windstar Lines	Park&Rec - Bus Deposit	202.20
Youth Sports Foundation	Park&Rec - Bohlen Track Fee	35.00
Zuniga, Dan & Carol	Park&Rec - Refund	15.00
	Grand Total	137,198.83

Fund Totals	
001 General Fund	78,671.47
022 Civic Center	1,093.26
031 Library	9,759.24
110 Road Use Tax	3,389.57
112 Trust And Agency	12,830.29
600 Water Fund	19,837.81
610 Sewer Fund	11,617.19
Grand Total	137,198.83

Mayor Mark Worrell – Recognition of Anita Starr D.D.S.

Mayor Worrell presented Dr. Anita Starr, D.D.S. and Ed Starr with a Business Certificate of Appreciation for seventeen years of business in the West Branch community.

John Etheredge and Jay Walton – Introduction to JCG Land Services, Inc.

John Etheredge, former Johnson County Supervisor, introduced himself and explained his new role with JCG Land Services. JCG is a Real Estate and Right of Way Contractor for Alliant Energy. His current projects in West Branch include moving overhead power lines underground. Work has begun on East Main and North 6<sup>th</sup> Street in West Branch. Jay Walton, also with JCG Land Services, provided further company history including noting that they have been in the business since 1990 and act as a buffer between the land owner and the entity buying easements for projects. Their goal is to offer help through purchasing easements, start to finish and through the whole project. Muckler commented that JCG Land Services, Inc. would be a good partner on future projects.

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.

Motion by Stevenson, second by Pierce to move to Closed Session at 7:15 p.m. AYES: Stevenson, Pierce, Ellyson, Miller, Shields. Motion carried.

Motion by Shields, second by Pierce to adjourn Closed Session at 7:41 p.m. AYES: Shields, Pierce, Ellyson, Miller, Stevenson. Motion carried.

First Reading of Ordinance 727 amending Chapter 55 “Animal Protection and Control.”/Move to action.

Motion by Ellyson, second by Shields to approve First Reading of Ordinance 727 amending Chapter 55 “Animal Protection and Control.” AYES: Ellyson, Shields, Miller, Pierce, Stevenson. Motion carried

Resolution 1289, approving a professional services agreement with Iowa Codification, Inc. in the amount of \$2,300. /Move to action.

Motion by Miller, second by Stevenson to approve Resolution 1289. AYES: Miller, Stevenson, Ellyson, Pierce, Shields. Motion carried

Resolution 1290, amending the West Branch Schedule of Fees. /Move to action.

Motion by Miller, second by Ellyson to approve Resolution 1290. AYES: Miller, Ellyson, Pierce, Shields, Stevenson. Motion carried

Resolution 1291, amending the Revolving Loan Fund Agreement with Main Street West Branch. /Move to action.

Muckler noted that the two changes were requested in our annual audit. Moving forward, Main Street will provide monthly finance reports and follow investment protocols.

Motion by Ellyson, second by Shields to approve Resolution 1291. AYES: Ellyson, Shields, Miller, Pierce, Stevenson. Motion carried

Public Hearing on the proposed plans and specifications, proposed form of contract and estimate for construction of Main Street Sidewalk- Phase 2 for the City of West Branch Iowa and the taking of bids therefor.

Entered Public Hearing at 7:46 p.m. No comments from the public.

Resolution 1292, approving the plans, specifications, form of contract, and estimate of cost; all for the Main Street Sidewalk –Phase 2 Project, West Branch Iowa./Move to action.

Eric Gould of Veenstra & Kimm, Inc. clarified that some of the costs associated with the National Park Service was incorrectly documented which would result in a lower cost to the NPS. Muckler commented that the overall cost of the project is higher than originally estimated, however we did get a good contractor for the project. He also noted that the total cost of this project will be shared between the City, Main Street West Branch and the National Park Service.

Motion by Stevenson, second by Ellyson to approve Resolution 1292. AYES: Stevenson, Ellyson, Miller, Pierce, Shields. Motion carried

Resolution 1296, accepting bids and awarding the construction contract for the Main Street Sidewalk-Phase 2 Project. /Move to action.

Council accepted the bid from All American Concrete in the amount of \$102,285.60 for the Main Street Sidewalk- Phase 2 Project.

Motion by Shields, second by Ellyson to approve Resolution 1296. AYES: Shields, Ellyson, Miller, Pierce, Stevenson. Motion carried

Public Hearing on the 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.

Entered Public Hearing at 8:04 p.m. No comments from the public.

Resolution 1293, approving the plans, specifications, form of contract, and estimate of cost; all for the Parkside Drive Road Improvements. /Move to action.

Muckler commented that easements were required for this project and that both parties have signed the agreements.

Motion by Ellyson, second by Pierce to approve Resolution 1293. AYES: Ellyson, Pierce, Miller, Shields, Stevenson. Motion carried

Resolution 1297, accepting bids and awarding the construction contract for the Parkside Drive Road Improvements Project, West Branch, Iowa./Move to action.

Councilperson Stevenson made a motion to accept the lowest bid from L&L Pelling in the amount of \$94,205.53.

Motion by Stevenson, second by Shields to approve Resolution 1297. AYES: Stevenson, Shields, Ellyson, Miller, Pierce. Motion carried

Resolution 1294, approving an amendment to subscription agreement with Tyler Technologies Inc. in the amount of \$16,756. /Move to action.

Muckler noted that this subscription agreement is for the financial, payroll and utility billing software and is a two year agreement.

Motion by Shields, second by Pierce to approve Resolution 1294. AYES: Shields, Pierce, Ellyson, Miller, Stevenson. Motion carried

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

Muckler commented that this is an annual agreement with the townships. The townships pay for two-thirds of the costs for running the West Branch Fire Department, which corresponds to the percentage of calls which take place outside of city limits. The West Branch Fire Department responds to over 400 calls each year.

Motion by Miller, second by Stevenson to approve Resolution 1295. AYES: Miller, Stevenson, Ellyson, Pierce, Shields. Motion carried

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 storm water monitoring. /Move to action

Stevenson restated the motion to amend the City's portion of the original proposal. The current proposal will cost \$13,740.00 per year with the main change to the gauge at College Street Bridge to using a seasonal discharge gauge. The streamflow gauges will provide needed data to determine where the water is coming from and what steps are needed to correct the problems with flooding in West Branch.

Motion by Stevenson, second by Ellyson to approve Resolution 1288. AYES: Stevenson, Ellyson, Miller, Pierce, Shields. Motion carried

Accept the resignation of Josh Meade as a reserve officer. /Move to action.

Motion by Miller, second by Ellyson. AYES: Miller, Ellyson, Pierce, Shields, Stevenson. Motion carried

Accept the resignation Mackenzie Krob form the West Branch Preservation Commission. /Move to action.

Motion by Stevenson, second by Shields. AYES: Stevenson, Shields, Ellyson, Miller, Pierce. Motion carried

## **CITY STAFF REPORTS**

Public Works Director Matt Goodale – Planning & Zoning Training

Goodale reported that several members of the Planning & Zoning Commission, Board of Adjustment Commission, and four City staff members attended the training in Davenport on Monday, April 6th. The training was an introduction to Planning & Zoning for cities of all sizes. The training provided basic information and along with scenarios which allowed several of members of the audience to ask questions and give feedback for some issues they have experienced.

Public Works Director Matt Goodale – Storm Water BMP Reimbursement Program

Goodale reported that the Storm water BMP Reimbursement Program has been launched and information is now available on the City's website. All projects must be submitted for review and approved before construction can begin to be eligible for reimbursement. Contact Zoning Administrator Paul Stagg for more information.

Public Works Director Matt Goodale – Sealcoat Repair on 4<sup>th</sup> Street and other streets

Goodale reported that temporary grading to 4<sup>th</sup> Street near Reagan Blvd is drying out and improving. L.L. Pelling has been contacted for estimates and they will be making repairs to 4<sup>th</sup> Street, East Orange, Cedar/Johnson and Greenview.

Public Works Director Matt Goodale – Intake Repairs on Parkside Drive

Goodale reported that the south side of the intersection of Parkside Drive and Main Street were closed this morning to repair two water intakes that have collapsed. The work is being performed by Lynch's Excavating and is expected to be completed by Wednesday, April 22<sup>nd</sup>.

Deputy City Clerk Leslie Brick – Employee Insurance Policy

Brick requested clarification from the Council on the Health Insurance Reimbursement policy (Resolution 1173) put in place on January 21, 2014. Guidance was requested on when the reimbursement should be in effect for those opting for the benefit. The Council suggested that the benefit should coincide with the City's annual health care plan renewal.

Library/IT Director Nick Shimmin – Surplus Policy

Shimmin explained the purpose of the policy was to have rules for disposing of or selling City owned property which the City no longer needs. Shimmin asked for input and told the Council that the policy will be placed before the Council, with any suggested Council revisions, as an action items at a future Council Meeting.

Library/IT Director Nick Shimmin – City Twitter Account

Shimmin informed the Council that a Twitter account has been established for the purposes of notifying followers of City updates such as road closures, snow removal reminders, events, etc. Twitter account name is ‘@CityofWB’.

**COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Mayor Mark Worrell – Altorfer & Casey’s update

Mayor Worrell publicly thanked Altorfer for the open house and building tour provided to the City’s elected officials and the West Branch Fire Department that was held on Wednesday, April 8<sup>th</sup>. Worrell also informed the Council that signed plans and specifications have been received by IDOT for the Casey’s project which will allow the process to move forward.

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. Worrell informed the members of the Council that this issue was raised by the Planning & Zoning Commission. Muckler commented that this project could be considered when the Council did the next review of the Capital Improvements Plan.

Mayor Mark Worrell – Development Incentives Committee Report on Incentive Options.

Worrell provided an update on three options that the Development Incentives Committee has come up with. The goal is to spark growth in the community and committee is looking for Council guidance and approval for the incentive options. There seemed to be a consensus around option three and City Attorney Kevin Olson was asked to bring back a proposal for the Council to consider.

Mayor Mark Worrell – Emergency Communications Update

Worrell reported that he attended an E911 Board meeting last week and presented a motion to postpone indefinitely the switch to P25 in December 2015. Although the motion was defeated by the E911 Board, Worrell was optimistic that there might be future reconsideration by the Board. An employee of the E911 Board will be on hand at the Monday, May 18<sup>th</sup> Council Meeting to present information to the City Council.

City Administrator Matt Muckler – KCRG’s “Our Town”

Muckler informed the Council that West Branch has been selected to be featured as one of four KCRG’s ‘Our Town’ promotions this summer. West Branch will be featured the week of August 3<sup>rd</sup>-7<sup>th</sup> which will coincide with Hoover’s Hometown Days 2015. KCRG will also host a kickoff meeting on Tuesday, May 12<sup>th</sup> at 8:00 a.m. at Town Hall. All are encouraged to attend.

**ADJOURNMENT**

Motion to adjourn meeting by Miller, second by Ellyson. Motion carried on a voice vote. City Council meeting adjourned at 9:30 p.m.

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Mark Worrell, Mayor

ATTEST: \_\_\_\_\_  
Leslie Brick, Deputy City Clerk

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BAKER & TAYLOR INC.	4/23/15	LIBRARY - BOOKS	LIBRARY	LIBRARY	699.98
				TOTAL:	699.98
BLUE CROSS BLUE SHIELD	4/24/15	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	62.26
	4/24/15	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	62.26
	4/24/15	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	656.94
	4/24/15	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	656.94
	4/24/15	HEALTH INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	2,542.98
	4/24/15	DENTAL INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	136.52
	4/24/15	HEALTH INSURANCE	TRUST AND AGENCY	ROADS & STREETS	720.49
	4/24/15	DENTAL INSURANCE	TRUST AND AGENCY	ROADS & STREETS	37.92
	4/24/15	HEALTH INSURANCE	TRUST AND AGENCY	LIBRARY	960.67
	4/24/15	DENTAL INSURANCE	TRUST AND AGENCY	LIBRARY	42.94
	4/24/15	HEALTH INSURANCE	TRUST AND AGENCY	PARK & RECREATION	565.10
	4/24/15	DENTAL INSURANCE	TRUST AND AGENCY	PARK & RECREATION	55.63
	4/24/15	HEALTH INSURANCE	TRUST AND AGENCY	CEMETERY	635.73
	4/24/15	DENTAL INSURANCE	TRUST AND AGENCY	CEMETERY	31.83
	4/24/15	HEALTH INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	296.68
	4/24/15	DENTAL INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	16.69
	4/24/15	HEALTH INSURANCE	TRUST AND AGENCY	LOCAL CABLE ACCESS	169.53
	4/24/15	DENTAL INSURANCE	TRUST AND AGENCY	LOCAL CABLE ACCESS	7.58
	4/24/15	DENTAL INSURANCE	WATER FUND	NON-DEPARTMENTAL	15.96
	4/24/15	DENTAL INSURANCE	WATER FUND	NON-DEPARTMENTAL	15.96
	4/24/15	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	222.52
	4/24/15	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	222.52
	4/24/15	HEALTH INSURANCE	WATER FUND	WATER OPERATING	1,320.95
	4/24/15	DENTAL INSURANCE	WATER FUND	WATER OPERATING	71.06
	4/24/15	DENTAL INSURANCE	SEWER FUND	NON-DEPARTMENTAL	12.92
	4/24/15	DENTAL INSURANCE	SEWER FUND	NON-DEPARTMENTAL	12.92
	4/24/15	HEALTH INSURANCE	SEWER FUND	NON-DEPARTMENTAL	180.14
	4/24/15	HEALTH INSURANCE	SEWER FUND	NON-DEPARTMENTAL	180.14
	4/24/15	HEALTH INSURANCE	SEWER FUND	SEWER OPERATING	1,123.17
	4/24/15	DENTAL INSURANCE	SEWER FUND	SEWER OPERATING	59.91
				TOTAL:	11,096.86
BRANDT, DAWN	4/23/15	ADM/M&C-REIMB MEALS & MILE	GENERAL FUND	MAYOR AND COUNCIL	150.53
				TOTAL:	150.53
BRICK, LESLIE	4/23/15	ADMIN/M&C - REIMB FOR MEAL	GENERAL FUND	MAYOR AND COUNCIL	31.06
				TOTAL:	31.06
DEARBORN NATIONAL INSURANCE	4/24/15	LIFE INSURANCE EMPLOYEE	GENERAL FUND	NON-DEPARTMENTAL	8.00
	4/24/15	LIFE INSURANCE EMPLOYEE	GENERAL FUND	NON-DEPARTMENTAL	8.00
	4/24/15	LIFE INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	9.45
	4/24/15	LIFE INSURANCE	TRUST AND AGENCY	ROADS & STREETS	3.64
	4/24/15	LIFE INSURANCE	TRUST AND AGENCY	LIBRARY	8.24
	4/24/15	LIFE INSURANCE	TRUST AND AGENCY	PARK & RECREATION	3.15
	4/24/15	LIFE INSURANCE	TRUST AND AGENCY	CEMETERY	3.64
	4/24/15	LIFE INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	2.84
	4/24/15	LIFE INSURANCE	TRUST AND AGENCY	LOCAL CABLE ACCESS	1.21
	4/24/15	LIFE INSURANCE	WATER FUND	WATER OPERATING	6.32
	4/24/15	LIFE INSURANCE	SEWER FUND	SEWER OPERATING	5.61
				TOTAL:	60.10
EFTPS	4/24/15	FEDERAL WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	1,427.41
	4/24/15	SOCIAL SECURITY WITHHOLDI	GENERAL FUND	NON-DEPARTMENTAL	927.23

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	4/24/15	MEDICARE WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	216.85
	4/24/15	FEDERAL WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	434.03
	4/24/15	SOCIAL SECURITY WITHHHOLDI	LIBRARY	NON-DEPARTMENTAL	292.47
	4/24/15	MEDICARE WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	68.39
	4/24/15	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	POLICE OPERATIONS	378.60
	4/24/15	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	POLICE OPERATIONS	88.54
	4/24/15	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	ROADS & STREETS	136.26
	4/24/15	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	ROADS & STREETS	31.87
	4/24/15	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	LIBRARY	292.47
	4/24/15	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LIBRARY	68.39
	4/24/15	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	PARK & RECREATION	95.49
	4/24/15	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	PARK & RECREATION	22.33
	4/24/15	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	CEMETERY	142.27
	4/24/15	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CEMETERY	33.29
	4/24/15	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	CLERK & TREASURER	131.09
	4/24/15	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CLERK & TREASURER	30.65
	4/24/15	SOCIAL SECURITY WITHHHOLDI	TRUST AND AGENCY	LOCAL CABLE ACCESS	43.54
	4/24/15	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LOCAL CABLE ACCESS	10.19
	4/24/15	FEDERAL WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	369.08
	4/24/15	SOCIAL SECURITY WITHHHOLDI	WATER FUND	NON-DEPARTMENTAL	230.54
	4/24/15	MEDICARE WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	53.91
	4/24/15	SOCIAL SECURITY WITHHHOLDI	WATER FUND	WATER OPERATING	230.54
	4/24/15	MEDICARE WITHHOLDINGS	WATER FUND	WATER OPERATING	53.91
	4/24/15	FEDERAL WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	336.59
	4/24/15	SOCIAL SECURITY WITHHHOLDI	SEWER FUND	NON-DEPARTMENTAL	214.22
	4/24/15	MEDICARE WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	50.10
	4/24/15	SOCIAL SECURITY WITHHHOLDI	SEWER FUND	SEWER OPERATING	214.20
	4/24/15	MEDICARE WITHHOLDINGS	SEWER FUND	SEWER OPERATING	50.08
				TOTAL:	6,674.53
IOWA DEPARTMENT OF REVENUE	4/24/15	Y-001291401 GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	241.43
	4/24/15	Y-001291401 GARNISHMENT	GENERAL FUND	NON-DEPARTMENTAL	208.37
	4/24/15	Y-001291401 GARNISHMENT	WATER FUND	NON-DEPARTMENTAL	120.71
	4/24/15	Y-001291401 GARNISHMENT	WATER FUND	NON-DEPARTMENTAL	104.19
	4/24/15	Y-001291401 GARNISHMENT	SEWER FUND	NON-DEPARTMENTAL	120.71
	4/24/15	Y-001291401 GARNISHMENT	SEWER FUND	NON-DEPARTMENTAL	104.19
				TOTAL:	899.60
IOWA LIBRARY SERVICES	4/23/15	LIBRARY- CONFERENCE FEE	LIBRARY	LIBRARY	95.00
				TOTAL:	95.00
IPERS	4/24/15	IPERS	GENERAL FUND	NON-DEPARTMENTAL	540.54
	4/24/15	IPERS	GENERAL FUND	NON-DEPARTMENTAL	538.83
	4/24/15	PROT IPERS	GENERAL FUND	NON-DEPARTMENTAL	430.51
	4/24/15	PROT IPERS	GENERAL FUND	NON-DEPARTMENTAL	446.89
	4/24/15	IPERS	LIBRARY	NON-DEPARTMENTAL	262.23
	4/24/15	IPERS	LIBRARY	NON-DEPARTMENTAL	263.75
	4/24/15	PROT IPERS	TRUST AND AGENCY	POLICE OPERATIONS	645.76
	4/24/15	PROT IPERS	TRUST AND AGENCY	POLICE OPERATIONS	670.32
	4/24/15	IPERS	TRUST AND AGENCY	ROADS & STREETS	210.13
	4/24/15	IPERS	TRUST AND AGENCY	ROADS & STREETS	210.64
	4/24/15	IPERS	TRUST AND AGENCY	LIBRARY	393.58
	4/24/15	IPERS	TRUST AND AGENCY	LIBRARY	395.86
	4/24/15	IPERS	TRUST AND AGENCY	PARK & RECREATION	129.59
	4/24/15	IPERS	TRUST AND AGENCY	PARK & RECREATION	147.82
	4/24/15	IPERS	TRUST AND AGENCY	CEMETERY	229.64

VENDOR SORT KEY	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	4/24/15	IPERS	TRUST AND AGENCY	CEMETERY	211.54
	4/24/15	IPERS	TRUST AND AGENCY	MAYOR AND COUNCIL	17.86
	4/24/15	IPERS	TRUST AND AGENCY	CLERK & TREASURER	174.70
	4/24/15	IPERS	TRUST AND AGENCY	CLERK & TREASURER	178.30
	4/24/15	IPERS	TRUST AND AGENCY	LOCAL CABLE ACCESS	49.31
	4/24/15	IPERS	TRUST AND AGENCY	LOCAL CABLE ACCESS	60.42
	4/24/15	IPERS	WATER FUND	NON-DEPARTMENTAL	230.02
	4/24/15	IPERS	WATER FUND	NON-DEPARTMENTAL	233.33
	4/24/15	IPERS	WATER FUND	WATER OPERATING	345.23
	4/24/15	IPERS	WATER FUND	WATER OPERATING	350.21
	4/24/15	IPERS	SEWER FUND	NON-DEPARTMENTAL	212.17
	4/24/15	IPERS	SEWER FUND	NON-DEPARTMENTAL	214.96
	4/24/15	IPERS	SEWER FUND	SEWER OPERATING	318.43
	4/24/15	IPERS	SEWER FUND	SEWER OPERATING	322.61
				TOTAL:	8,435.18
JOHN DEERE FINANCIAL	4/23/15	PARK&REC - CABINET	GENERAL FUND	PARK & RECREATION	179.99
				TOTAL:	179.99
MEDIACOM	4/23/15	CABLE - SERVICE	GENERAL FUND	LOCAL CABLE ACCESS	40.90
				TOTAL:	40.90
MUCKLER, MATT	4/23/15	ADM/M&C - REIMB FOR TRNG	GENERAL FUND	MAYOR AND COUNCIL	55.84
				TOTAL:	55.84
TREASURER STATE OF IOWA	4/24/15	STATE WITHHOLDING TAX	GENERAL FUND	NON-DEPARTMENTAL	654.60
	4/24/15	STATE WITHHOLDING TAX	GENERAL FUND	NON-DEPARTMENTAL	707.07
	4/24/15	STATE WITHHOLDING TAX	LIBRARY	NON-DEPARTMENTAL	149.90
	4/24/15	STATE WITHHOLDING TAX	LIBRARY	NON-DEPARTMENTAL	169.63
	4/24/15	STATE WITHHOLDING TAX	WATER FUND	NON-DEPARTMENTAL	166.80
	4/24/15	STATE WITHHOLDING TAX	WATER FUND	NON-DEPARTMENTAL	181.15
	4/24/15	STATE WITHHOLDING TAX	SEWER FUND	NON-DEPARTMENTAL	155.70
	4/24/15	STATE WITHHOLDING TAX	SEWER FUND	NON-DEPARTMENTAL	170.15
				TOTAL:	2,355.00
UNITED STATES TREASURY	4/24/15	LEVY PROCEEDS	GENERAL FUND	NON-DEPARTMENTAL	336.32
	4/24/15	LEVY PROCEEDS	GENERAL FUND	NON-DEPARTMENTAL	271.30
	4/24/15	LEVY PROCEEDS	WATER FUND	NON-DEPARTMENTAL	168.16
	4/24/15	LEVY PROCEEDS	WATER FUND	NON-DEPARTMENTAL	135.65
	4/24/15	LEVY PROCEEDS	SEWER FUND	NON-DEPARTMENTAL	168.16
	4/24/15	LEVY PROCEEDS	SEWER FUND	NON-DEPARTMENTAL	135.65
				TOTAL:	1,215.24
UPS	4/23/15	SEWER - SHIPPING	SEWER FUND	SEWER OPERATING	27.80
				TOTAL:	27.80
WAGEWORKS	4/24/15	FLEX - HCFSA2014	BC/BS FLEXIBLE BEN	INVALID DEPARTMENT	10.00
	4/29/15	FLEX - HCFSA2014 PAYMENT	BC/BS FLEXIBLE BEN	INVALID DEPARTMENT	5.00
				TOTAL:	15.00

VENDOR SORT KEY

DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
4/20/2015 - 4/30/2015		GENERAL FUND	POLICE OPERATION	6,610.61
		GENERAL FUND	ROADS AND STREETS	2,436.23
		GENERAL FUND	PARK & RECREATION	1,655.28
		GENERAL FUND	CEMETERY	2,446.26
		GENERAL FUND	CLERK & TREASURER	2,182.53
		GENERAL FUND	LOCAL CABLE ACCESS	702.18
		LIBRARY	LIBRARY	4,717.21
		WATER FUND	WATER OPERATING	4,060.90
		SEWER FUND	SEWER OPERATING	3,752.33
			TOTAL:	28,563.53

## ===== FUND TOTALS =====

001	GENERAL FUND	24,893.16
031	LIBRARY	7,152.59
112	TRUST AND AGENCY	11,482.91
600	WATER FUND	8,909.62
610	SEWER FUND	8,142.86
950	BC/BS FLEXIBLE BENEFIT	15.00

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 GRAND TOTAL: 60,596.14  
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TOTAL PAGES: 4

**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 4th day of May, 2015.

First Reading: April 20, 2015  
 Second Reading: May 4, 2015  
 Third Reading:

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Mark Worrell, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 730

AN ORDINANCE AMENDING TITLE “BUILDING PERMIT FEES,” CHAPTER 155  
“STATE BUILDING CODE”

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 155.02 “BUILDING PERMIT FEES” of the Code of West Branch, Iowa is hereby amended by deleting section 155.02 in its entirety and inserting in lieu thereof:

**155.02 BUILDING PERMIT FEES.** Building permit fees shall be set by the West Branch City Council and included in the West Branch Schedule of Fees.

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

Passed and approved this 4th day of May, 2015.

First Reading: May 4, 2015

Second Reading:

Third Reading:

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Mark Worrell, Mayor

Attest:

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Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1191

RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO AN AGREEMENT WITH CASEY'S MARKETING COMPANY INCLUDING THE PROVISION OF ANNUAL APPROPRIATION TAX PAYMENTS IN AN AMOUNT NOT-TO-EXCEED \$561,348.65.

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

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

WHEREAS, the City proposes to enter into a Development Agreement (the "Agreement") with Casey's Marketing Company ("Caseys") in connection with the construction of a convenience store and related public improvements; and

WHEREAS, the Agreement would provide property tax payments to Casey's in the form of annual appropriation incremental property tax payments in an amount of not-to-exceed \$561,348.65 under the authority of Section 403.9(1) of the Code of Iowa, as amended; and

WHEREAS, it is now necessary for the City Council to set a public hearing to be held prior to the approval of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch, Iowa, that a public hearing on the proposed agreement be set for Monday, May 18, 2014, at 7:00 o'clock p.m. in the Council Chambers at 110 N. Poplar Street, West Branch, Iowa. Further, the City Clerk is directed to publish of said public hearing as required by law.

\* \* \* \* \*

Passed and approved this 4th day of May, 2015.

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

ATTEST:

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

NOTICE OF PUBLIC HEARING ON THE APPROVAL OF A DEVELOPMENT  
AGREEMENT WITH CASEY'S MARKETING COMPANY AND AUTHORIZATION OF  
ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of West Branch, Cedar County, Iowa, will meet at the City Council Chambers, 110 N. Poplar Street, on the 18th day of May, 2015, at 7:00 o'clock p.m. at which time and place a public hearing will be held on the proposal to enter into a Development Agreement with Casey's Marketing Company and the City of West Branch in connection with the construction of a convenience store and related public improvements, which provides for annual appropriation tax increment payments in a total amount not-to-exceed \$561,348.65, as authorized by Section 403.9 of the Code of Iowa, as amended.

The Agreement to make annual appropriation incremental property tax payments will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated from the Casey's development located within the West Branch Urban Renewal Area. All payments under this Agreement will be subject to annual appropriation of the City Council.

At the meeting, the City Council will receive oral and written objections from any resident or property owner of the City. Thereafter, the City may, at the meeting, or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council in accordance with Section 403.9 of the Code of Iowa, as amended.

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

Estimate Project Construction Cost  
 Tidewater and Downey Improvements  
 West Branch, Iowa  
 2/16/2015

No.	Description	Unit	Unit Price	Quantity	Extended Price
1	CONSTRUCTION SURVEY	LS	\$10,000.00	1	\$10,000.00
2	TRAFFIC CONTROL	LS	\$10,000.00	1	\$10,000.00
3	MOBILIZATION	LS	\$25,000.00	1	\$25,000.00
4	SILT FENCE	LF	\$150	1,000	\$1,500.00
5	RMVL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	\$1.00	1,000	\$1,000.00
6	EXCAVATION, CL 10, RDWY+BORROW	CY	\$5.00	5,775	\$28,875.00
7	PAVEMENT REMOVAL	SY	\$6.00	4,030	\$24,180.00
8	MODIFIED SUBBASE	CY	\$25.00	1,200	\$30,000.00
9	LONGITUDINAL SUBDRAIN	LF	\$6.00	1,505	\$9,030.00
10	PCC TRAIL, 5"	SY	\$28.00	890	\$24,920.00
11	PCC ROLL CURB, 3"	LF	\$15.00	345	\$5,175.00
12	PCC STANDARD CURB AND GUTTER, 6"	LF	\$14.00	2,810	\$39,340.00
13	PCC PAVEMENT 8"	SY	\$35.00	4,405	\$154,175.00
14	HMA PAVEMENT, 1M ESAL	SY	\$45.00	2,460	\$110,700.00
15	DETECTABLE WARNING -CURB RAMP	SF	\$45.00	81	\$3,645.00
16	REMOVE AND REPLACE SIGN	EACH	\$200.00	6	\$1,200.00
17	RESET HYDRANT	EACH	\$2,000.00	1	\$2,000.00
18	FIXTURE ADJUSTMENT	EACH	\$2,000.00	2	\$4,000.00
19	RCP FES, 12", PCC FOOTING	EACH	\$1,000.00	1	\$1,000.00
20	RCP FES, 36", PCC FOOTING	EACH	\$3,000.00	1	\$3,000.00
21	STORM SWR GRAVITY MAIN, TRENCHED 12"	LF	\$38.00	121	\$4,598.00
22	STORM SWR GRAVITY MAIN, TRENCHED 15"	LF	\$40.00	324	\$12,960.00
23	STORM SWR GRAVITY MAIN, TRENCHED 18"	LF	\$45.00	173	\$7,785.00
24	STORM SWR GRAVITY MAIN, TRENCHED 24"	LF	\$55.00	396	\$21,780.00
25	STORM SWR GRAVITY MAIN, TRENCHED 30"	LF	\$65.00	290	\$18,850.00
26	STORM SWR GRAVITY MAIN, TRENCHED 36"	LF	\$90.00	60	\$5,400.00
27	SW-401 STORM MANHOLE	EACH	\$3,000.00	9	\$27,000.00
28	SW-501 SINGLE GRATE INTAKE	EACH	\$3,000.00	5	\$15,000.00
29	SW-508 SINGLE OPEN THROAT INTAKE	EACH	\$3,500.00	6	\$21,000.00
30	SW-512 AREA INTAKE	EACH	\$2,000.00	1	\$2,000.00
31	SPECIAL AREA INTAKE	EACH	\$2,500.00	1	\$2,500.00

**Construction Total \$627,613.00**

Kum&Go		Larry Lynch		Casey's		Hotel		Showalter		Extras	
Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price	Quantity	Price
0.215	\$2,150.00	0.098	\$980.00	0.183	\$1,830.00	0.36	\$3,600.00	0.066	\$660.00	0.078	\$780.00
0.215	\$2,150.00	0.098	\$980.00	0.183	\$1,830.00	0.36	\$3,600.00	0.066	\$660.00	0.078	\$780.00
0.215	\$5,375.00	0.098	\$2,450.00	0.183	\$4,575.00	0.36	\$9,000.00	0.066	\$1,650.00	0.078	\$1,950.00
215	\$322.50	98	\$147.00	183	\$274.50	360	\$540.00	66	\$99.00	78	\$117.00
215	\$215.00	98	\$98.00	183	\$183.00	360	\$360.00	66	\$66.00	78	\$78.00
1443.75	\$7,218.75	462	\$2,310.00	1328.25	\$6,641.25	1790.25	\$8,951.25	288.75	\$1,443.75	462	\$2,310.00
440	\$2,640.00	415	\$2,490.00	370	\$2,220.00	2080	\$12,480.00	355	\$2,130.00	370	\$2,220.00
258	\$6,450.00	117.6	\$2,940.00	219.6	\$5,490.00	432	\$10,800.00	79.2	\$1,980.00	93.6	\$2,340.00
340	\$2,040.00	250	\$1,500.00	515	\$3,090.00	400	\$2,400.00	0	\$0.00	0	\$0.00
555	\$15,540.00		\$0.00	235	\$6,580.00		\$0.00	100	\$2,800.00		\$0.00
	\$0.00	165	\$2,475.00		\$0.00	180	\$2,700.00		\$0.00		\$0.00
	\$0.00	195	\$2,730.00	625	\$8,750.00	850	\$11,900.00	200	\$2,800.00	220	\$3,080.00
895	\$31,325.00	505	\$17,675.00	665	\$23,275.00	1155	\$40,425.00	655	\$22,925.00	530	\$18,550.00
360	\$16,200.00	70	\$3,150.00	445	\$20,025.00	1460	\$65,700.00	80	\$3,600.00	45	\$2,025.00
20	\$900.00		\$0.00	35	\$1,575.00	11	\$495.00	15	\$675.00		\$0.00
	\$0.00	1	\$200.00	1	\$200.00		\$0.00	1	\$200.00	3	\$600.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$2,000.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$4,000.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$1,000.00
	\$0.00		\$0.00		\$0.00	1	\$3,000.00		\$0.00	1	\$3,000.00
	\$0.00		\$0.00		\$0.00	42	\$1,596.00		\$0.00	79	\$3,002.00
89	\$3,560.00	153	\$6,120.00		\$0.00	82	\$3,280.00		\$0.00		\$0.00
18	\$810.00		\$0.00	155	\$6,975.00		\$0.00		\$0.00		\$0.00
	\$0.00		\$0.00	98	\$5,390.00	298	\$16,390.00		\$0.00		\$0.00
197	\$12,805.00	93	\$6,045.00		\$0.00		\$0.00		\$0.00		\$0.00
	\$0.00		\$0.00		\$0.00	60	\$5,400.00		\$0.00		\$0.00
3	\$9,000.00	1	\$3,000.00	2	\$6,000.00	3	\$9,000.00		\$0.00		\$0.00
	\$0.00		\$0.00	1	\$3,000.00	3	\$9,000.00		\$0.00	1	\$3,000.00
2	\$7,000.00	1	\$3,500.00	2	\$7,000.00	1	\$3,500.00		\$0.00		\$0.00
	\$0.00		\$0.00		\$0.00	1	\$2,000.00		\$0.00		\$0.00
	\$0.00	1	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00

\$135,781.25      \$61,290.00      \$114,903.75      \$226,117.25      \$41,688.75      \$47,832.00      \$627,613.00

% of Project      21.6%      9.8%      18.3%      36.0%      6.6%      7.6%      100.0%

	Previous Est.	Current Est.	Difference
Kum & Go	\$ 148,575.00	\$135,781.25	-\$12,793.75
Lynch	\$ 73,356.25	\$61,290.00	-\$12,066.25
Casey's	\$ 110,575.00	\$114,903.75	\$4,328.75
Patel	\$ 122,593.75	\$226,117.25	\$103,523.50
Showalter	\$ 45,187.00	\$41,688.75	-\$3,498.25
Hayek	\$ 19,656.25	\$47,832.00	\$28,175.75
	\$ 519,943.25	\$627,613.00	\$512,709.25
		City	\$107,669.75

Veenstra & Kimm - Engineering Services for Casey's				
Invoice Number	Description	Date Paid	Amount Paid	Check Number
36887/1	LEGAL - ENG CASEYS SITE PLAN	11/20/2012	193.65	27221
36887-2	ENG FOR CASEY'S SITE PLAN REV	1/23/2013	114.00	27407
36887-3	ENG CASEY SITE PLAN REVIEW	8/20/2013	1,249.50	28162
368114-1	ENG CASEY'S TURN LANE CONSULT	10/23/2013	2,797.25	28406
368114-2	P&Z - ENG FOR CASEYS TURN LANE	11/19/2013	1,618.00	28522
368114-3	P&Z-ENG CASEYS TURN LANE CONS	12/17/2013	1,747.85	28638
368114-4	P&Z - ENG SRVS FOR CASEY'S	1/22/2014	229.40	28748
368114-5	P&Z -ENG FOR CASEY'S TURN LANE	2/19/2014	122.00	28838
36887-4	P&Z- ENG FOR CASEY SITE PLAN	2/19/2014	244.00	28838
368114-6	ENG FOR CASEY'S TURN LANE	3/25/2014	830.00	28925
368114-7	P&Z - ENG CASEYS TURN LANE	4/22/2014	3,109.20	29040
368114-8	P&Z-ENG CASEY'S TURN LANE	5/20/2014	2,009.00	29148
368114-9	P&Z-ENG CASEY'S TURN LANE CONS	6/23/2014	1,585.75	29284
368114-10	P&Z - ENG CASEY'S TURN LANE	7/22/2014	2,968.15	29395
368114-11	P&Z - ENG CASEY'S TURN LANE	8/18/2014	606.10	29540
368114-12	P&Z-ENG CASEY'S TURN LANE	10/20/2014	2,137.50	29801
368114-13	P&Z - ENG CASEY'S TURN LANE	11/17/2014	333.00	29927
368114-14	P&Z- ENG CASEY'S TURN LANE	12/15/2014	631.80	30033
368114-15	P&Z - ENG CASEY'S TURN LANE	1/20/2015	567.20	30136
368114-16	P&Z - ENG CASEY'S TURN LANE	2/18/2015	268.80	30210
368114-17	P&Z - ENG CASEYS TURN LN CONS	3/24/2015	647.25	30351
368114-18	P&Z - ENG CASEYS TURN LN CONS	4/20/2015	630.00	30456
	<b>Total Paid as of 4/20/15</b>		<b>\$ 24,639.40</b>	
	<b>Additional Pre-Construction Engineering</b>		<b>\$ 4,000.00</b>	
	<b>Construction Engineering</b>		<b>\$ 20,000.00</b>	
	<b>TOTAL</b>		<b>\$ 48,639.40</b>	

RESOLUTION 1298

RESOLUTION APPROVING THOSE CERTAIN AGREEMENTS IN  
CONNECTION WITH THE PARKSIDE DRIVE ROAD IMPROVEMENTS  
PROJECT.

WHEREAS, L.L. Pelling Company, Inc. of North Liberty, IA was awarded the construction contract for the Parkside Drive Road Improvements Project (the "Project") by the West Branch City Council on April 20, 2015; and

WHEREAS, a portion of this project requires temporary construction easements from Gary Kofron and SHIVJI, LLC (the "Owners"); and

WHEREAS, the City Attorney has prepared two temporary construction agreements which have both been signed by the Owners; and

WHEREAS, the City Attorney has also prepared a reimbursement agreement with SHIVJI, LLC; and

WHEREAS, the SHIVJI, LLC has signed the reimbursement agreement; and

WHEREAS, these easement agreements now require the approval of the West Branch City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that two easement agreements and one reimbursement agreement with the Owners necessary to complete the project be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreements on behalf of the City.

Passed and approved this 4th day of May, 2015.

---

Mark Worrell, Mayor

ATTEST:

---

Matt Muckler, City Administrator/Clerk

Preparer Information: Kevin D. Olson, PO Box 5640, Coralville, IA 52241, (319) 351-2277.  
Return to: City of West Branch, PO Box 218, 110 Poplar Street, West Branch, Iowa 52358 (319) 643-5888

### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between **Gary Kofron**, hereinafter individually or collectively referred to as "GRANTOR" and the **City of West Branch, Iowa**, a municipal corporation, 110 Poplar Street, West Branch, Iowa 52358, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that the GRANTOR is the lawful owner of certain real estate generally described in Exhibit "A" attached to this easement and by this reference made a part hereof, said ownership is not subject to any other third-party possessory or proprietary interests (e.g., tenant, easement-holder, contract-purchaser, etc.).
2. That the GRANTOR hereby covenants that the GRANTOR is lawfully seized and possessed of the real estate described above, and that the GRANTOR has a good and lawful right to grant the temporary easement described herein.
3. That the GRANTOR hereby grants and conveys to the CITY a temporary construction easement in the area described and shown in Exhibit "A" attached here to in order to facilitate the initial construction and installation of street improvements, the same having been heretofore referred to as the "Parkside Drive Improvements Project," hereinafter referred to as the "Project."
4. That the temporary construction easement granted herein shall automatically terminate and become non-existent after completion and acceptance of the Project.

5. That the CITY shall have the right of ingress and egress to and from the easement areas by such route as shall occasion the least practical damage and inconvenience to the GRANTOR.
6. That the GRANTOR reserves the right to use the above-described easement area for purposes which shall not interfere with the rights granted in this Agreement.
7. That, specifically and without limiting the general restriction of use set forth in Paragraph 8 above, the GRANTOR shall not erect, construct or locate in the easement area any structure or object that would prevent the CITY's reasonable access to or use of the easement area during construction of the Project.
8. That the CITY agrees to promptly repair any damages within the temporary easement area, with the intent being to restore the surface of said area to as close to original condition; provided, however, that the GRANTOR acknowledges that the CITY shall have the right to grade in the easement area as it may find reasonably necessary for construction of the Project.
9. That the CITY shall indemnify GRANTOR against (i) any loss, damage or injury to the GRANTOR or the GRANTOR's property, and (ii) any loss, damage, injury, claim or other liability to any third party which may occur as a result of the CITY's, or its representatives', agents', or contractors' exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
10. That the GRANTOR acknowledges that possession of the easement area is the essence of this Agreement and the GRANTOR does hereby grant the CITY immediate possession of said easement area.
11. That the CITY will replace any property pins displaced and be responsible for any recording costs for the Project construction.
12. That the GRANTOR states and warrants that there is no known well, solid waste disposal site, hazardous substances, or underground storage tanks on the premises described and sought herein.
13. That provisions hereof shall inure to the benefit of and bind the heirs, successors, personal representatives and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
14. That this written Temporary Sidewalk Construction Easement Agreement shall be fully binding upon the parties hereto. No waiver, change, modification or amendment of this Agreement shall be binding upon the GRANTOR or the CITY unless in writing and signed by both parties. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.
15. That this written Temporary Construction Easement Agreement is intended to set forth all of the commitments, responsibilities and obligations as between the GRANTOR and the CITY in connection with the easement rights granted herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

GRANTOR:

Gary N. Kofron  
Gary Kofron

CITY OF WEST BRANCH:

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

ATTEST:

\_\_\_\_\_  
Matt Muckler, City Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

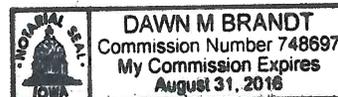
On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Worrell and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Mark Worrell and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public, State of Iowa

STATE OF IOWA, CEDAR COUNTY, ss:

On this 20 day of April, 2015, before me, the undersigned, a Notary Public in and for said State, this document was executed by Gary Kofron and \_\_\_\_\_.

Dawn M. Brandt  
Notary Public, State of Iowa

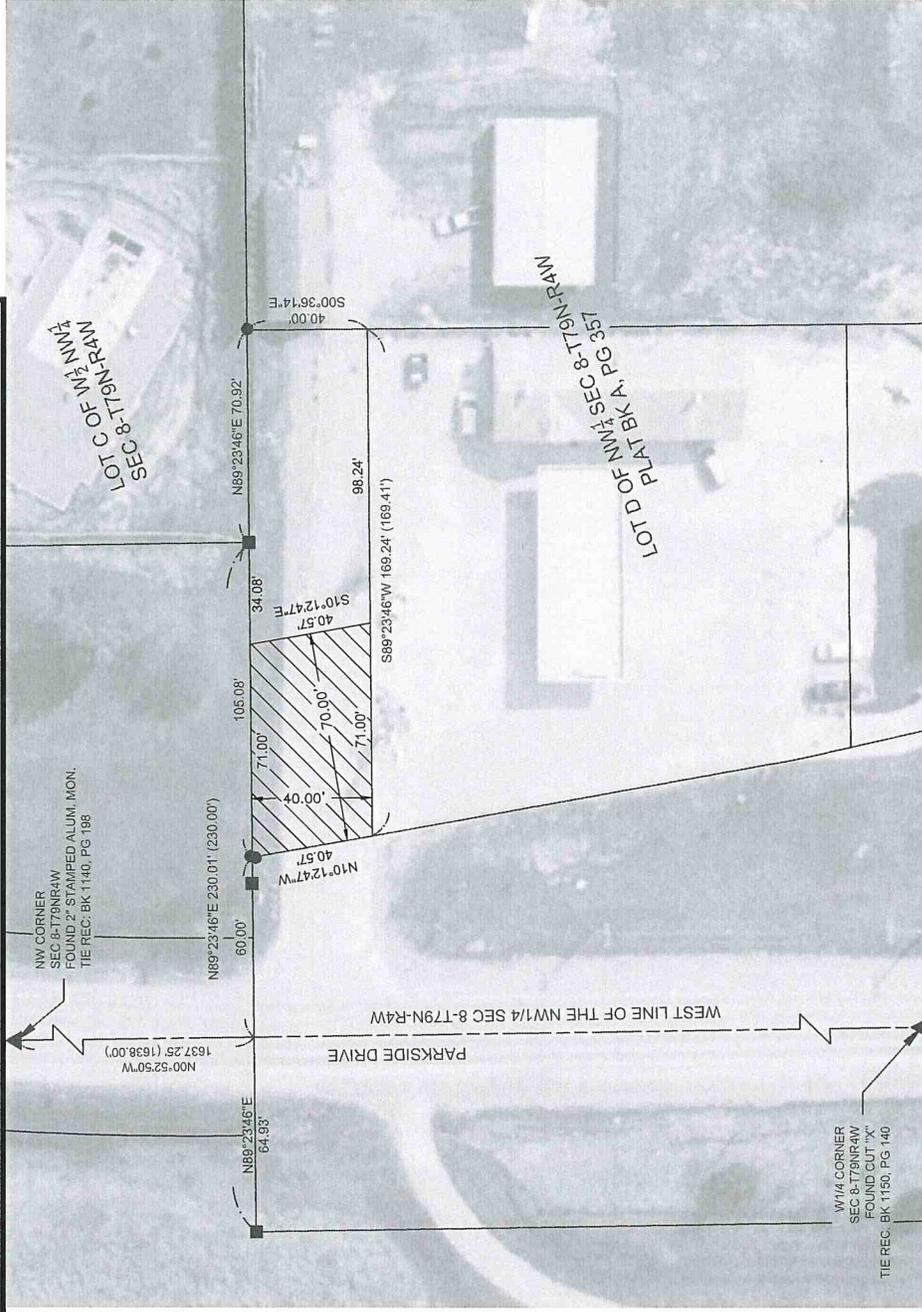




# TEMPORARY CONSTRUCTION EASEMENT

FOR THE CITY OF WEST BRANCH, IOWA

PREPARED BY: VEENSTRA & KIMM, INC. - 860 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1565 - (319) 466-1000



**Temporary Easement Description**

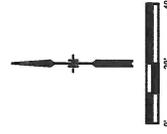
A temporary construction easement located in Lot D in the Southwest Quarter of the Northwest Quarter of Section 8, Township 79 North, Range 4, West of the 5th Principal Meridian, West Branch, Cedar County, Iowa as recorded in Plat Book A, Page 357 of the Cedar County Records as conveyed to Owner(s) in Book 983, Page 66 of the Cedar County Records. Said temporary easement being more particularly described as:

The West 70.00 feet of the North 40.00 feet said Lot D. Said temporary easement contains 2,840 square feet.

OWNER:  
GARY KOFRON

**LEGEND**

- FOUND PROPERTY CORNER  
5/8" UNLESS OTHERWISE NOTED
- FOUND DEPT. OF THE INTERIOR BOUNDARY MONUMENT
- ▲ FOUND SECTION CORNER (AS NOTED)
- ▨ TEMPORARY EASEMENT  
2,840 SQ FT



DATE	REVISIONS	SCALE	1"=60'	VERIFY SCALE
		DRAWN		BASE ONE INCH ON DRAWING
		CHECKED		BASE ONE INCH ON ORIGINAL DRAWING
		APPROVED		BASE ONE INCH ON ORIGINAL DRAWING
		DATE		SCALE ACCORDINGLY.
		ISSUED FOR		

PARKSIDE DRIVE IMPROVEMENTS  
CITY OF WEST BRANCH, IOWA



860 22nd Avenue • Coralville, Iowa 52241-1565  
319-466-1000 • 319-466-1000/FAX • 888-241-3021/00133

TEMPORARY CONSTRUCTION EASEMENT  
PARKSIDE DRIVE IMPROVEMENTS

DWG. NO.

TE-01

PROJECT

38862

Preparer Information: Kevin D. Olson, PO Box 5640, Coralville, IA 52241, (319) 351-2277.  
Return to: City of West Branch, PO Box 218, 110 Poplar Street, West Branch, Iowa 52358 (319) 643-5888

### **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered into by and between **SHIVJI, LLC**, hereinafter individually or collectively referred to as "GRANTOR" and the **City of West Branch, Iowa**, a municipal corporation, 110 Poplar Street, West Branch, Iowa 52358, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that the GRANTOR is the lawful owner of certain real estate generally described in Exhibit "A" attached to this easement and by this reference made a part hereof, said ownership is not subject to any other third-party possessory or proprietary interests (e.g., tenant, easement-holder, contract-purchaser, etc.).
2. That the GRANTOR hereby covenants that the GRANTOR is lawfully seized and possessed of the real estate described above, and that the GRANTOR has a good and lawful right to grant the temporary easement described herein.
3. That the GRANTOR hereby grants and conveys to the CITY a temporary construction easement in the area described and shown in Exhibit "A" attached here to in order to facilitate the initial construction and installation of street improvements, the same having been heretofore referred to as the "Parkside Drive Improvements Project," hereinafter referred to as the "Project."
4. That the temporary construction easement granted herein shall automatically terminate and become non-existent after completion and acceptance of the Project.

5. That the CITY shall have the right of ingress and egress to and from the easement areas by such route as shall occasion the least practical damage and inconvenience to the GRANTOR.
6. That the GRANTOR reserves the right to use the above-described easement area for purposes which shall not interfere with the rights granted in this Agreement.
7. That, specifically and without limiting the general restriction of use set forth in Paragraph 8 above, the GRANTOR shall not erect, construct or locate in the easement area any structure or object that would prevent the CITY's reasonable access to or use of the easement area during construction of the Project.
8. That the CITY agrees to promptly repair any damages within the temporary easement area, with the intent being to restore the surface of said area to as close to original condition; provided, however, that the GRANTOR acknowledges that the CITY shall have the right to grade in the easement area as it may find reasonably necessary for construction of the Project.
9. That the CITY shall indemnify GRANTOR against (i) any loss, damage or injury to the GRANTOR or the GRANTOR's property, and (ii) any loss, damage, injury, claim or other liability to any third party which may occur as a result of the CITY's, or its representatives', agents', or contractors' exercise of the easement rights granted hereunder by the CITY, except for loss which may be occasioned by a diminution in business or personal use.
10. That the GRANTOR acknowledges that possession of the easement area is the essence of this Agreement and the GRANTOR does hereby grant the CITY immediate possession of said easement area.
11. That the CITY will replace any property pins displaced and be responsible for any recording costs for the Project construction.
12. That the GRANTOR states and warrants that there is no known well, solid waste disposal site, hazardous substances, or underground storage tanks on the premises described and sought herein.
13. That provisions hereof shall inure to the benefit of and bind the heirs, successors, personal representatives and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
14. That this written Temporary Sidewalk Construction Easement Agreement shall be fully binding upon the parties hereto. No waiver, change, modification or amendment of this Agreement shall be binding upon the GRANTOR or the CITY unless in writing and signed by both parties. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.
15. That this written Temporary Construction Easement Agreement is intended to set forth all of the commitments, responsibilities and obligations as between the GRANTOR and the CITY in connection with the easement rights granted herein.

Dated this 14<sup>th</sup> day of APRIL, 2015.

GRANTOR:  
SHIVJI, LLC

CITY OF WEST BRANCH:

By: [Signature]  
JAY PATEL, OWNER  
Print name and title

Mark Worrell, Mayor

ATTEST:

Matt Muckler, City Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

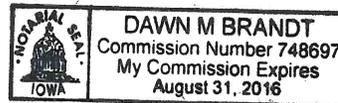
On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Worrell and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Mark Worrell and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public, State of Iowa

STATE OF IOWA, CEDAR COUNTY, ss:

This document was acknowledged before me on this 14 day of April, 2015 by Jay Patel as Manager of SHIVJI, LLC.

[Signature]  
Notary Public, State of Iowa



# TEMPORARY CONSTRUCTION EASEMENT

FOR THE CITY OF WEST BRANCH, IOWA

PREPARED BY: VEENSTRA & KIMM INC. - 880 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1585 - (319) 468-1000

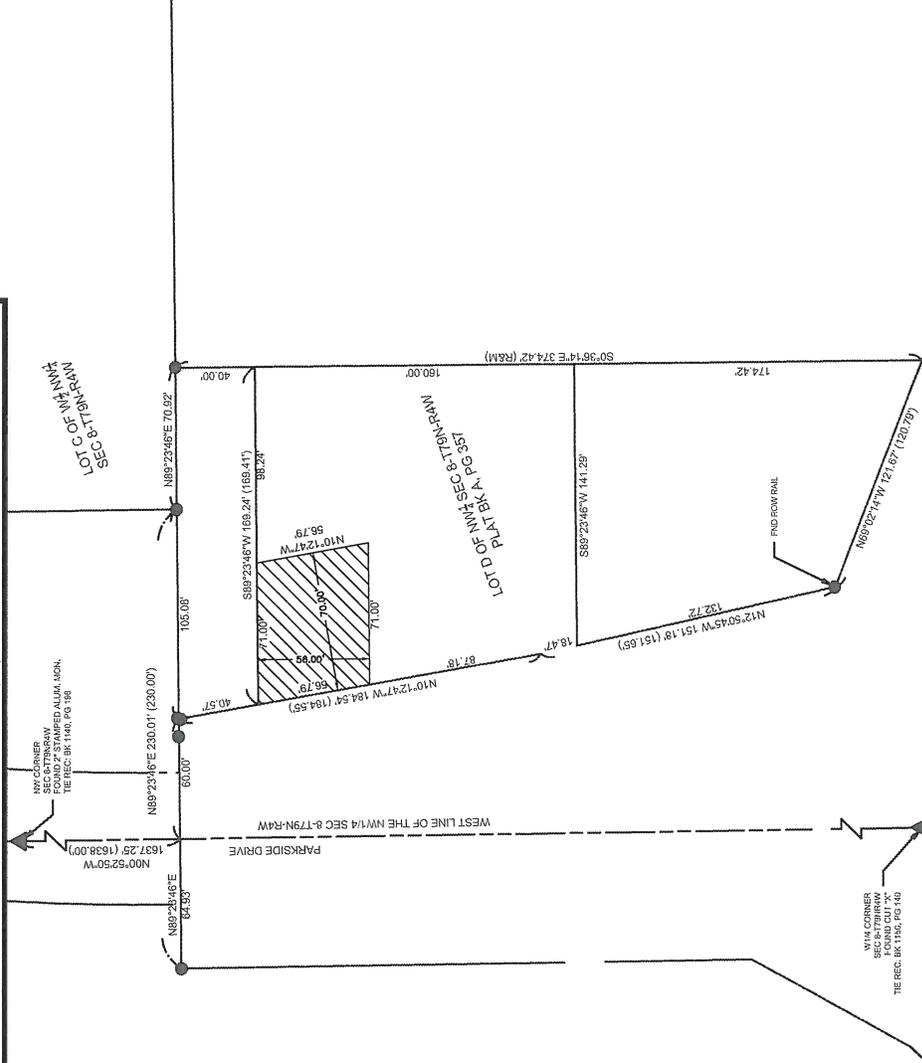
NW CORNER  
SECTION 8  
EDWARD Z STAMPEL ALUM. MON.  
THE REC. BK 1140, PG 198

SE CORNER  
SECTION 8  
LOT OF MARIANNA  
SEC 8-T79N-R4W

### Temporary Easement Description

A temporary construction easement located in Lot D in the Southwest Quarter of the Northwest Quarter of Section 8, Township 79 North, Range 4, West of the 5th Principal Meridian, West Branch, Cedar County, Iowa as recorded in Plat Book A, Page 357 of the Cedar County Records as conveyed to Owner(s) in Book 668, Page 88 of the Cedar County Records. Said temporary easement being more particularly described as:

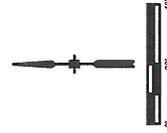
The West 70.00 feet of the North 55.00 feet said Lot D. Said temporary easement contains 3,976 square feet.



OWNER:  
SHWJI LLC

### LEGEND

- FOUND PROPERTY CORNER  
5/8" UNLESS OTHERWISE NOTED
- FOUND DEPT. OF THE INTERIOR BOUNDARY MONUMENT
- ▲ FOUND SECTION CORNER (AS NOTED)
- ▨ TEMPORARY EASEMENT  
3,976 SQ FT



SCALE	DATE
DRAWN	
CHECKED	
APPROVED	
DATE	
ISSUED FOR	

REVISIONS	DATE
1	
2	
3	
4	
5	

VERIFY SCALE  
SCALE IS ONE INCH ON  
DRAWING EQUALS 100 FEET  
IF NOT ONE INCH ON  
DRAWING, SCALE ACCORDINGLY.



VEENSTRA & KIMM, INC.  
PARKSIDE DRIVE IMPROVEMENTS  
CITY OF WEST BRANCH, IOWA  
880 22nd Avenue, Suite 4  
Coralville, Iowa 52241-1585  
319-468-1000 • 319-468-0282 FAX • 319-468-2130 (10/17/20)

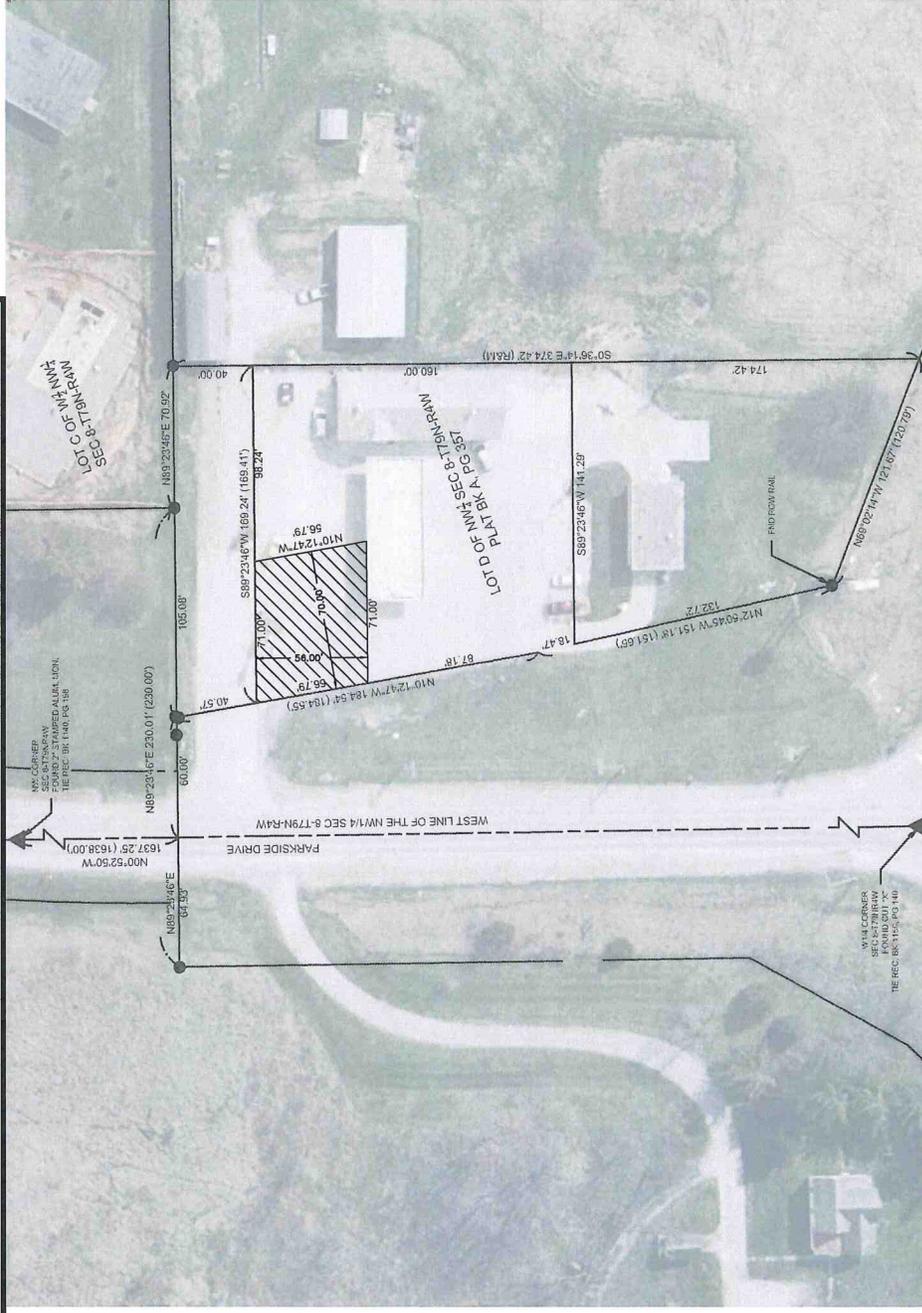
DWG. NO.  
TE-02  
PROJECT  
38824

# TEMPORARY CONSTRUCTION EASEMENT

FOR THE CITY OF WEST BRANCH, IOWA

PREPARED BY: VEENSTRA & KIMM INC. - 860 25th AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1565 - (319) 466-1000

W/4 CORNER  
EASTED BY STAMPED ALIEN LICK  
THE REC. BK. 1140, PG. 108



**Temporary Easement Description**

A temporary construction easement located in Lot D in the Southwest Quarter of the Northwest Quarter of Section 8, Township 79 North, Range 4, West of the 5th Principal Meridian, West Branch, Cedar County, Iowa as recorded in Plat Book A, Page 357 of the Cedar County Records as conveyed to Owner(s) in Book 668, Page 88 of the Cedar County Records. Said temporary easement being more particularly described as:

The West 70.00 feet of the North 56.00 feet said Lot D. Said temporary easement contains 3,976 square feet.

OWNER:  
SHW/ LLC

**LEGEND**

- FOUND PROPERTY CORNER  
5/8" UNLESS OTHERWISE NOTED
- FOUND DEPT. OF THE INTERIOR BOUNDARY MONUMENT
- ▲ FOUND SECTION CORNER (AS NOTED)
- ▨ TEMPORARY EASEMENT  
3,976 SQ. FT.

DATE	REVISIONS	SCALE	UNIT
		AS SHOWN ON PLAT	FEET
		IF NOT SHOWN ON PLAT	AS SHOWN ON PLAT
		IF NOT SHOWN ON PLAT	AS SHOWN ON PLAT
		IF NOT SHOWN ON PLAT	AS SHOWN ON PLAT

**VEENSTRA & KIMM, INC.**

1000 W. 14th Street, West Branch, IA 52241-1565  
 319-466-1000 • 319-466-1008 (fax) • 888-241-5300 (toll free)

PARKSIDE DRIVE IMPROVEMENTS  
 CITY OF WEST BRANCH, IOWA

TEMPORARY CONSTRUCTION EASEMENT  
 PARKSIDE DRIVE IMPROVEMENTS

DWG. NO. TE-02  
 PROJECT 388301

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT entered into by and between the **City of West Branch**, 110 Poplar Street, West Branch, Iowa, 52358; hereinafter referred to as “CITY”; and **SHIVJI, LLC**, 401 Parkside Drive, West Branch, Iowa 52358; hereinafter referred to as “OWNER.”

WHEREAS, the OWNER’s property located at 401 Parkside Drive in CITY is legally described as shown on Exhibit “A” attached hereto; and

WHEREAS, the improvements, referred to as the “Parkside Drive Improvements Project,” will consist of the reconstruction of sidewalk of a portion of Parkside Drive, including a culvert to be replaced by the CITY which is the responsibility of the OWNER (the “Improvements”); and

WHEREAS, the OWNER has agreed to pay the amount of \$7,500.00 to the CITY as its pro-rata share of the Improvements; and

WHEREAS, the CITY and OWNER both desire to enter into an agreement regarding the construction and financing for said Project.

NOW, THEREFORE, FOR THE PARTIES’ MUTUAL CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

**Special Assessment**

The OWNER expressly agrees that the OWNER will be specially assessed by the CITY its share of the costs of the Improvements, said assessment as agreed among the parties is **\$7,500.00**. The OWNER agrees to make payments to the CITY as follows:

- |                                    |            |
|------------------------------------|------------|
| a. No later than June 1, 2015      | \$1,250.00 |
| b. No later than July 1, 2015      | \$1,250.00 |
| c. No later than August 1, 2015    | \$1,250.00 |
| d. No later than September 1, 2015 | \$1,250.00 |
| e. No later than October 1, 2015   | \$1,250.00 |
| f. No later than November 1, 2015  | \$1,250.00 |

(the “Payment Schedule”)

In consideration of the construction of said Improvements, the undersigned OWNER hereby waives the public hearing on the adoption of the Resolution of Necessity and the mailing and publication of notice thereof, and all other legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the construction of said Improvements where the expense of such improvements is to be assessed against private property. The undersigned OWNER hereby expressly waives each and every question of jurisdiction, the intention of the OWNER being to authorize and direct said CITY to construct the Improvements without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa, said provisions being located in Sections 384.37 through 384.79 of the Code of Iowa.

It is further agreed that when said Improvements have been constructed in accordance with the plans and specifications that the CITY may make assessments against the property of the undersigned OWNER for the cost of the construction of said Improvements, and that said assessments so made shall be a lien upon the property hereinafter described, and the undersigned OWNER hereby agrees to pay the amount which is thus assessed against its property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. The undersigned OWNER hereby expressly waives every objection to said assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the undersigned OWNER within the time provided by statute for the payment of special assessments for such Improvements. It is the intention of the CITY if OWNER does not adhere to the Payment Schedule outlined above, that the CITY will certify the assessment to the Cedar County Treasurer be payable at 9% interest per annum, interest to begin to accrue as of the date of acceptance of the Improvements by the CITY. To the extent the OWNER is entitled to any agricultural deferment under Chapter 384 of the City Code of Iowa, it hereby waives its right to such deferral.

Further, in consideration of the City paying for a portion of the Project, the OWNER expressly agrees that the execution of this Agreement provides the City with a temporary construction easement across the Property only to the extent necessary to construct said Project, said temporary construction easement to automatically terminate upon acceptance of the Project by the City Council. Prior to the completion of the Project, the City shall be responsible for repairing any damage caused by the temporary construction easement to as close as possible to the original condition.

The OWNER warrants that its real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement, who by execution of this Agreement consent to the subordination of their lien to the special assessment liens herein described. The OWNER further agrees to subordinate the sale of any part of its listed property to the terms of this Agreement, and, upon failure to do so, to pay the full amount of the assessment on demand. Each lienholder designated below, by execution of this Agreement, agrees and consents that his lien or liens shall be subordinated to the lien of the assessments levied pursuant hereto.

Dated this 21<sup>st</sup> day of APRIL, 2015.

APPROVED AND AGREED:

OWNER:

CITY:

By: [Signature]

Mark Worrell, Mayor

Jay Patel  
Print name and title

ATTEST:

Matt Muckler, City Administrator/Clerk

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

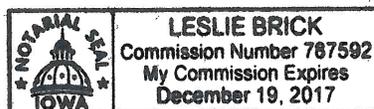
On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Worrell and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Coralville, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Mark Worrell and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public, State of Iowa  
My Commission Expires:

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

This instrument was acknowledged before me on this 21 day of April, 2015, by Jay Patel as Manager of SHIVJI, LLC.

Leslie Brick  
Notary Public for the State of Iowa  
My commission expires: Dec 19, 2017



# Exhibit "A"

Commencing at a point of reference at the Northwest corner of Section 8, Township 79 North, Range 4 West of the 5<sup>th</sup> P.M., West Branch, Cedar County, Iowa; thence South 1638.0 feet along the West line of the NW Quarter of said Section 8 (the West line of the Northwest Quarter of said Section 8 is assumed to bear true North and South) to the Southwest corner of Lot A of the Northwest Quarter of Section 8 according to plat of survey made for James Cook, said survey being filed in Surveyor's Record 3, page 265 in the Office of the Auditor of Cedar County, Iowa; thence South 89°37' East 60 feet, more or less, along the South line of said Lot A to a point of intersection with the Easterly right-of-way line of the public highway to the point of beginning; thence continuing South 89°37' East 176.0 feet along the South line of said Lot A to a point; thence South 00°23' West 374.42 feet to a point of intersection with the Northerly right-of-way line of Interstate Highway No. 80; thence North 68°03' West 120.79 feet along the Northeasterly right of way line of said highway to a point; thence North 11°59' West 151.65 feet along the Northeasterly right-of-way line of said highway to a point; thence North 9°21' West 184.55 feet along the Easterly right-of-way line of the public highway (whose right of way is described in Iowa State Land Office Correction Patent No. 603, recorded in Volume 5, Page 158, records of the Iowa Secretary of State, Des Moines, Iowa) to the point of beginning; and except the North 40 feet of the tract above described.

Together with a perpetual easement for driveway purposes over the following described real estate situated in Cedar County, Iowa.

Commencing at a point of reference at the Northwest corner of Section 8, Township 79 North, Range 4 West of the 5<sup>th</sup> P.M., West Branch, Cedar County, Iowa; thence South 1638.0 feet along the West line of the NW Quarter of said Section 8 (the West line of the Northwest Quarter of said Section 8 is assumed to bear true North and South) to the Southwest corner of Lot A of the Northwest Quarter of Section 8 according to plat of survey made for James Cook, said survey being filed in Surveyor's Record 3, page 265 in the Office of the Auditor of Cedar County, Iowa, referred to as the point of beginning; thence South 89°37' East 60 feet, more or less, along the South line of said Lot A to a point of intersection with the Easterly right-of-way line of the public highway to the point of beginning; thence continuing South 89°37' East 176.0 feet along the South line of said Lot A to a point; thence South 0°23' West 40 feet to a point; thence North 89°37' West 169.41 feet to the Easterly right-of-way of the public highway described above; thence North 9°21' West to the point of beginning.

BOOK 6608 PAGE 89

RESOLUTION NO. 1299

RESOLUTION ADDING BUILDING PERMIT AND CEMETERY FEES TO THE WEST  
BRANCH SCHEDULE OF FEES

WHEREAS, the Planning and Zoning Commission has made recommendations for new demolition, electrical, fence, mechanical, and plumbing permits and corresponding fees; and

WHEREAS, an ad-hoc Development Incentive Committee has made recommendations on a housing incentive program; and

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

WHEREAS, the City Administrative Staff has made recommendations that the fees currently contained in the Rules and Regulations of the West Branch Municipal Cemetery should be added to the West Branch Schedule of Fees; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Branch 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 4th day of May, 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
---------------------------	--

### PUBLIC FACILITY USER FEES\*

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

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

## Exhibit A

### WEST BRANCH DOG PARK FEES

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

### WEST BRANCH ANIMAL CONTROL FACILITY FEES

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

### WEST BRANCH ANIMAL REGISTRATION FEES

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

### WEST BRANCH MUNICIPAL CEMETERY FEES

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

## Exhibit A

### BUILDING PERMIT FEES

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

#### Other Inspections and Fees

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

Demolition Permit Fee \$100

#### Electrical, Mechanical and Plumbing Permit Fees

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

Fence Permit Fee \$25

RESOLUTION 1130

RESOLUTION ADOPTING THE 2015 RESIDENTIAL DEVELOPMENT INCENTIVE PACKAGE.

WHEREAS, the City Council of the City of West Branch has heretofore determined that it is necessary and desirable to create an incentive program to attract residential builders to construct new homes in the City of West Branch; and

WHEREAS, the City Administration and a committee of builders, realtors, bankers and other associated professionals has proposed an incentive program that is attached hereto as Exhibit "A"; and

WHEREAS, it is in the best interest of the City to attract new families to the City to increase the tax base and provide City businesses with a larger customer base; and

WHEREAS, it is now necessary for City Council to adopt said incentive package.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned incentive program attached hereto as Exhibit "A" be and the same is hereby approved and said incentive package is hereby effective on the date of this Resolution until June 30, 2017.

Passed and approved this 4<sup>th</sup> day of May, 2015.

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

ATTEST:

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

EXHIBIT "A"

CITY OF WEST BRANCH HOUSING INCENTIVE PROGRAM

Beginning upon the passage of Resolution No. 1300, and continuing until June 30, 2017, the following package will be offered to persons/entities that commence construction a new home within the corporate limits of the City of West Branch:

1. Beginning with the issuance of the occupancy permit for the residence, the owner shall receive a 100% property tax rebate for the portion of the City's general fund tax levy. Said rebate shall be payable semi-annually upon a receipt from the owner showing that the property taxes have been paid by the owner. This rebate shall continue for five (5) calendar years from the date of occupancy permit, or when the total rebate totals \$5,000.00, whichever occurs sooner.
2. The building permit on a residential property eligible for this program shall be a flat fee of \$500.00, however, the owner must pay for the water meter and associated equipment at the time of the issuance of the building permit.
3. The sewer and water connection fees for each property eligible for this program shall be waived.
4. The incentives provided above are transferable to the new owner of an eligible property.

RESOLUTION NO. 1301

RESOLUTION APPROVING THE USE OF DEMOLITION, ELECTRICAL, FENCE,  
MECHANICAL, AND PLUMBING PERMIT APPLICATION FORMS

WHEREAS, the Planning and Zoning Commission has made recommendations for new demolition, electrical, fence, mechanical, and plumbing permits; and

WHEREAS, Council has determined that the forms attached to this Resolution in Exhibit “A” are appropriate and should be utilized by the zoning administrator for demolition, electrical, fence, mechanical, and plumbing projects determined by the zoning administrator to be subject to permit by the City of West Branch.

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

Section 1. That the forms 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 4th day of May, 2015.

---

Mark Worrell, Mayor

Attest:

---

Matt Muckler, City Administrator/Clerk

**CITY OF WEST BRANCH**  
**APPLICATION FOR DEMOLITION PERMIT**

Property Address: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Description of Structure(s) To Be Demolished: \_\_\_\_\_

Contractor: \_\_\_\_\_

Sewer and Water Contractor: \_\_\_\_\_

Applicant \_\_\_\_\_ Phone \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

- Pedestrian protection shall be in place prior to the start of work
- IOWA ONE CALL (800-292-8989) must be notified prior to excavation of any kind.
- Trucks hauling debris from demolition site shall be covered to prevent loss of materials
- Water and Sanitary Sewer service shall be abandoned under the direction of the public works department and must be inspected by a representative of public works.
- Erosion control practices shall be implemented where applicable and the lot shall be restored to a maintainable surface upon completion
- Permit expires 60 days from date of issuance

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



**FOR OFFICE USE ONLY**

**Items required prior to issuance:**

- |  |   |
|--|---|
| _____ <b>Electric Utility Termination Letter</b> | _____ <b>Water Meter Returned To City Water Dept.</b> |
| _____ <b>Gas Utility Termination Letter</b>      | _____ <b>Asbestos Abatement Report</b>                |

**Approved / Denied** \_\_\_\_\_ **Permit No.** \_\_\_\_\_ **Fee: \$100.00**

**Zoning Administrator** \_\_\_\_\_ **Date** \_\_\_\_\_

**CITY OF WEST BRANCH**  
**ELECTRICAL PERMIT APPLICATION**

Building Address \_\_\_\_\_

Owner \_\_\_\_\_

Electrical Contractor \_\_\_\_\_ Phone: \_\_\_\_\_

License # \_\_\_\_\_ IA Contractor Reg. # \_\_\_\_\_

Description of Work: \_\_\_\_\_  
\_\_\_\_\_

Contract Price for Electrical Work: \$ \_\_\_\_\_

Electrical fees for new and remodels of single family dwellings, duplexes and townhouses where building permits are obtained will be collected from the building permit applicant and no additional electric permit is required.

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced.

I agree to perform the work described in accordance with the plans/specifications submitted, in accordance with all provisions of the Electrical Code, and schedule all required inspections by calling Terry Goerdts at 319-330-9806.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

-----  
**FOR OFFICE USE ONLY**

**Dollar Volume of Work**

**Permit Fee**

- 1. \$1 – 1,500.....\$25
- 2. \$1,501 – 5,000.....\$50
- 3. \$5,001 – 25,000.....\$75
- 4. \$25,001 – 50,000.....\$100
- 5. \$50,001 – 75,000.....\$125
- 6. \$75,001 – 100,000.....\$150
- 7. \$100,001 – 125,000.....\$175 +  
+ Add \$25.00 per every \$25,000 of valuation thereafter

Permit No. \_\_\_\_\_ Date Issued \_\_\_\_\_ Permit Fee \_\_\_\_\_

**CITY OF WEST BRANCH**  
**FENCE PERMIT APPLICATION**

Fence Location Address \_\_\_\_\_

Property Owner \_\_\_\_\_ Phone \_\_\_\_\_

Fence Material \_\_\_\_\_ Fence Height \_\_\_\_\_

Confirming property lines, buried utilities, easements, restrictive covenants, or association requirements are strictly the responsibility of the owner and/or contractor.

It is advised that the affected neighbor(s) be consulted if the fence will be placed right on the property line or if two or more fences will be joined structurally.

**CODE OF ORDINANCES, WEST BRANCH, IOWA**

**165.44 FENCES.** Fences and hedges located within a front, side or rear yard or within five (5) feet of a lot line shall be subject to the following location, height, and building permit requirements

1. Fences, hedges, and walls shall be located so no part thereof is within two (2) feet of any alley, sidewalk, or a street right-of-way line.
2. No portion of a fence, hedge, or wall located in a residential or agriculture district, or adjoining a residential use area shall be erected in excess of six (6) feet on side or rear yards.
3. Maximum heights for fences, hedges, and walls in all other districts not adjoining a residential use area shall not exceed twelve (12) feet.
4. Fences, hedges, and walls shall not exceed four (4) feet in height in any front yards in any zoning district within the City.
5. At street intersections, no fence, hedge, or wall more than three (3) feet in height above the street level shall be located within a triangular area composed of two of its sides twenty-five (25) feet in length and measured along the right-of way lines from the point of intersection of the above-referenced lines. No portions of the fence, hedge, or wall located within the designated twenty-five (25) foot triangular area shall be more than ten percent (10%) solid.
6. Fences, hedges, and walls shall be entirely located within the confines of the property.
7. Front yards shall be determined by where the side yard and front building line meet or intersect.
8. On corner lots, the portion of a fence, hedge, or wall that is located in the designated backyard shall not be erected in excess of four (4) feet. No portion of said fence shall be more than ten percent (10%) solid.

\*I have read and agree to the above listed provisions and will construct said project accordingly

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

-----  
**FOR OFFICE USE ONLY**

Approved / Denied \_\_\_\_\_ Permit No. \_\_\_\_\_ Fee: \$25.00

Zoning Administrator \_\_\_\_\_ Date \_\_\_\_\_

**CITY OF WEST BRANCH**  
**MECHANICAL PERMIT APPLICATION**

Building Address \_\_\_\_\_

Owner \_\_\_\_\_

Mechanical Contractor \_\_\_\_\_ Phone: \_\_\_\_\_

License # \_\_\_\_\_ IA Contractor Reg. # \_\_\_\_\_

Description of Work: \_\_\_\_\_

Contract Price for Mechanical Work: \$ \_\_\_\_\_

Mechanical fees for new and remodels of single family dwellings, duplexes and townhouses where building permits are obtained will be collected from the building permit applicant and no additional permit is required.

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced.

I agree to perform the work described in accordance with the plans/specifications submitted, in accordance with all provisions of the Mechanical Code, and schedule required inspections by calling Terry Goerdts at 319-330-9806.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

-----  
**FOR OFFICE USE ONLY**

**Dollar Volume of Work**

**Permit Fee**

- 1. \$1 – 1,500.....\$25
- 2. \$1,501 – 5,000.....\$50
- 3. \$5,001 – 25,000.....\$75
- 4. \$25,001 – 50,000.....\$100
- 5. \$50,001 – 75,000.....\$125
- 6. \$75,001 – 100,000.....\$150
- 7. \$100,001 – 125,000.....\$175 +  
+ Add \$25.00 per every \$25,000 of valuation thereafter

Permit No. \_\_\_\_\_ Date Issued \_\_\_\_\_ Permit Fee \_\_\_\_\_

**CITY OF WEST BRANCH**  
**PLUMBING PERMIT APPLICATION**

Building Address \_\_\_\_\_

Owner \_\_\_\_\_

Plumbing Contractor \_\_\_\_\_ Phone: \_\_\_\_\_

License # \_\_\_\_\_ IA Contractor Reg. # \_\_\_\_\_

Description of Work: \_\_\_\_\_  
\_\_\_\_\_

Contract Price for Plumbing Work: \$ \_\_\_\_\_

Plumbing fees for new and remodels of single family dwellings, duplexes and townhouses where building permits are obtained will be collected from the building permit applicant and no additional permit is required.

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced.

I agree to perform the work described in accordance with the plans/specifications submitted, in accordance with all provisions of the Plumbing Code, and schedule all required inspections by calling Terry Goerdt at 319-330-9806.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

-----  
**FOR OFFICE USE ONLY**

**Dollar Volume of Work**

**Permit Fee**

- 1. \$1 – 1,500.....\$25
- 2. \$1,501 – 5,000.....\$50
- 3. \$5,001 – 25,000.....\$75
- 4. \$25,001 – 50,000.....\$100
- 5. \$50,001 – 75,000.....\$125
- 6. \$75,001 – 100,000.....\$150
- 7. \$100,001 – 125,000.....\$175 +  
+ Add \$25.00 per every \$25,000 of valuation thereafter

Permit No. \_\_\_\_\_ Date Issued \_\_\_\_\_ Permit Fee \_\_\_\_\_

RESOLUTION 1302

APPROVING THE IOWA CITY AREA DEVELOPMENT GROUP INVESTMENT  
COMMITMENT

WHEREAS, an Investment Commitment between the Iowa City Area Development Group and the City of West Branch is necessary for the purpose of continuing the economic development of interstate commerce in West Branch; and,

WHEREAS, the City Council finds it in the best interest of the residents of West Branch to have an agreement in place to provide for the economic development of the West Branch community; and,

WHEREAS, a three-year Investment Commitment between the Iowa City Area Development Group and the City of West Branch has been presented to the City Council of West Branch and is attached as Exhibit "A;" and,

WHEREAS, it is now necessary to approve said Investment Commitment.

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

Passed and approved this 4th day of May, 2015.

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

ATTEST:

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



## INVESTMENT COMMITMENT

We agree that well-orchestrated economic development, with a clear vision for the future, is pivotal to our region’s well-being and community quality of life and commit to a total investment of \$\_\_\_\_\_ pledged over \_\_\_\_ years to the Iowa City Area Development Group.

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

Investor Primary Contact: \_\_\_\_\_

E-mail: \_\_\_\_\_

Who else should receive our updates (HR staff, other managers)? E-mail(s): \_\_\_\_\_

Phone: \_\_\_\_\_

Company Web Address: \_\_\_\_\_

Company Twitter Handle: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

How do you want your company name listed? \_\_\_\_\_

ICAD Group occasionally publishes its investors by investment level. If you prefer not to be categorized this way, please check here

**Billing Address: (if different)**

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Billing Instructions:** Please indicate the amount of your annual investment and quarterly billing preference. Electronic invoicing is available, if desired. Please indicate preferences in the instruction section.

For tax purposes, investments in this program should be treated as a variable business expense and not as a charitable organization deductible. The ICAD Group is a 501(c)(6) organization; fiscal year runs July 1 to June 30.

Thank you for your commitment and support.

Preferred billing period (circle one)

Total FY2015 \$ \_\_\_\_\_

Oct2014 | Jan2015 | Apr2015

Total FY2016 \$ \_\_\_\_\_

July2015 | Oct2015 | Jan2016 | Apr2016

Total FY2017 \$ \_\_\_\_\_

July2016 | Oct2016 | Jan2017 | Apr2017

Special terms/billing instructions: \_\_\_\_\_

Authorized by:

\_\_\_\_\_

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

Checklist for internal use only:

- Salesforce
- Binder
- Mailchimp
- Letter
- Tweet
- E-News

CITY OF WEST BRANCH  
COUNCIL ACTION REPORT

MEETING DATE: May 4, 2015 ITEM: 7i.

DATE PREPARED: April 28, 2015

STAFF LIAISON: Matt Muckler, City Administrator

TITLE: Resolution 1303, to fix a date of meeting for a public hearing on amending the current budget for the fiscal years ending June 30, 2015.

**RECOMMENDATIONS:** Approve Resolution 1303.

**PROJECT DESCRIPTION:**

An amendment to the budget is proposed. The resolution under consideration by the Council would simply set a public hearing and vote on the matter at the May 18, 2015 Council Meeting. The amendment would add \$5,000 on the revenue side of the budget for private contributions for Hoover’s Hometown Days, which are coming in at a rate higher than expected. It would also add \$5,000 to the expenditure side of the Hoover’s Hometown Days budget in order to provide funding for deposits and other purchases to support this year’s event. The amendment also includes an additional expenditure for the Main Street Sidewalk Project in the amount of \$24,645, \$5,366 for fire department physicals, and \$5,000 for police radios that will be paid from the Cedar County Foundation Grant.

Information on the stormwater utility is included as this fund is related to the road and street budget. On February 7, 2015, the City Council decided to have further discussion on the stormwater utility budget for FY16 (please see “February 7, 2015 Fiscal Year Budget Notes” attached). Also attached to this Council Action Report is a one-page document entitled “Proposed Fiscal Year 2015-2016 Stormwater Utility Budget.” This document provides a list of expenditures in the current fiscal year from the stormwater utility fund. It also has suggested projects for next year, projected fund balances and notes on future stormwater utility budgets.

**ATTACHMENTS:**

- Resolution 1303 (3 pages)
- City Budget Amendment and Certification Resolution (1 page)
- Budget Amendment Explanations (2 pages)
- February 7, 2015 Fiscal Year 2016 Budget Notes (2 pages)
- Proposed Fiscal Year 2015-2016 Stormwater Utility Budget (1 page)

RESOLUTION NO. 1303

TO FIX A DATE OF MEETING FOR A PUBLIC HEARING ON AMENDING  
THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2015.

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

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

WHEREAS, the City Council intends to amend the budget to provide for the following: Additional revenue received from private contributions, police radio expenditures paid for with Cedar County Foundation funding, miscellaneous expenditures for Hoover's Hometown Days, expenditures for physicals for Fire Department personnel, and additional expenditures for the Main Street Sidewalk Project.

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

Section 1. This Council shall meet on the 18th day of May, 2015, at the City Council Chambers located at 110 N. Poplar Street, in the City, at 7:00 o'clock p.m., at which time and place a public hearing will be held on the question of amending the current budget for the fiscal year ending June 30, 2015.

Section 2. The City Clerk is hereby directed to give notice of the proposed action for amending the current budget for the fiscal year ending June 30, 2015, the time when and place where the said meeting will be held, by publication at least once, and not less than 10 nor more than 20 days before the date of said meeting, in a legal newspaper published at least once weekly, and of general circulation in the City. The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING  
AMENDMENT OF CURRENT CITY BUDGET**

The City Council of West Branch in CEDAR & JOHNSON County, Iowa  
will meet at City Council Chambers, 110 N. Poplar St., West Branch, IA  
at 7:00 p.m. on May 18, 2015  
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2015  
(year)  
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.  
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	1,554,151		1,554,151
Less: Uncollected Property Taxes-Levy Year	2			0
<b>Net Current Property Taxes</b>	3	<b>1,554,151</b>	<b>0</b>	<b>1,554,151</b>
Delinquent Property Taxes	4	0		0
TIF Revenues	5	0		0
Other City Taxes	6	181,217		181,217
Licenses & Permits	7	62,000		62,000
Use of Money and Property	8	5,900		5,900
Intergovernmental	9	503,409		503,409
Charges for Services	10	1,034,453		1,034,453
Special Assessments	11	0		0
Miscellaneous	12	116,639	5,000	121,639
Other Financing Sources	13	716,917		716,917
<b>Total Revenues and Other Sources</b>	14	<b>4,174,686</b>	<b>5,000</b>	<b>4,179,686</b>
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	15	1,000,523	10,366	1,010,889
Public Works	16	654,491		654,491
Health and Social Services	17	0		0
Culture and Recreation	18	627,577	5,000	632,577
Community and Economic Development	19	139,680	24,645	164,325
General Government	20	240,935		240,935
Debt Service	21	468,298		468,298
Capital Projects	22	251,812		251,812
<b>Total Government Activities Expenditures</b>	23	<b>3,383,316</b>	<b>40,011</b>	<b>3,423,327</b>
Business Type / Enterprises	24	858,518		858,518
<b>Total Gov Activities &amp; Business Expenditures</b>	25	<b>4,241,834</b>	<b>40,011</b>	<b>4,281,845</b>
Transfers Out	26	716,917		716,917
<b>Total Expenditures/Transfers Out</b>	27	<b>4,958,751</b>	<b>40,011</b>	<b>4,998,762</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	28	<b>-784,065</b>	<b>-35,011</b>	<b>-819,076</b>
Beginning Fund Balance July 1	29	1,861,316		1,861,316
<b>Ending Fund Balance June 30</b>	30	<b>1,077,251</b>	<b>-35,011</b>	<b>1,042,240</b>

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

Additional revenue received from private contributions, police radio expenditures paid for with Cedar County Foundation funding, miscellaneous expenditures for Hoover's Hometown Days, expenditures for physicals for Fire Department personnel, and additional expenditures for the Main Street Sidewalk Project.

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

\_\_\_\_\_  
City Administrator/Clerk Matt Muckler  
City Clerk/ Finance Officer Name

\* \* \* \* \*

Passed and approved this 4<sup>th</sup> day of May, 2015.

---

Mark Worrell, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

# 16-142

## CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION

To the Auditor of CEDAR & JOHNSON County, Iowa:

The City Council of West Branch in said County/COUNTIES met on May 18, 2015, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 1303

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE : 2015

(AS AMENDED LAST ON March 2, 2015 .)

Be it Resolved by the Council of the City of West Branch

Section 1. Following notice published May 7, 2015

and the public hearing held, May 18, 2015 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property	1,554,151	0	1,554,151
Less: Uncollected Property Taxes-Levy Year	0	0	0
<b>Net Current Property Taxes</b>	<b>1,554,151</b>	<b>0</b>	<b>1,554,151</b>
Delinquent Property Taxes	0	0	0
TIF Revenues	0	0	0
Other City Taxes	181,217	0	181,217
Licenses & Permits	62,000	0	62,000
Use of Money and Property	5,900	0	5,900
Intergovernmental	503,409	0	503,409
Charges for Services	1,034,453	0	1,034,453
Special Assessments	0	0	0
Miscellaneous	116,639	5,000	121,639
Other Financing Sources	716,917	0	716,917
<b>Total Revenues and Other Sources</b>	<b>4,174,686</b>	<b>5,000</b>	<b>4,179,686</b>
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety	1,000,523	10,366	1,010,889
Public Works	654,491	0	654,491
Health and Social Services	0	0	0
Culture and Recreation	627,577	5,000	632,577
Community and Economic Development	139,680	24,645	164,325
General Government	240,935	0	240,935
Debt Service	468,298	0	468,298
Capital Projects	251,812	0	251,812
Total Government Activities Expenditures	3,383,316	40,011	3,423,327
Business Type / Enterprises	858,518	0	858,518
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>4,241,834</b>	<b>40,011</b>	<b>4,281,845</b>
Transfers Out	716,917	0	716,917
<b>Total Expenditures/Transfers Out</b>	<b>4,958,751</b>	<b>40,011</b>	<b>4,998,762</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	<b>-784,065</b>	<b>-35,011</b>	<b>-819,076</b>
Beginning Fund Balance July 1	1,861,316	0	1,861,316
<b>Ending Fund Balance June 30</b>	<b>1,077,251</b>	<b>-35,011</b>	<b>1,042,240</b>

Passed this 18th day of May 2015  
(Day) (Month/Year)

\_\_\_\_\_  
Signature  
City Clerk/Finance Officer

\_\_\_\_\_  
Signature  
Mayor



<b>Expenditure Area</b>	<b>From</b>	<b>To</b>	<b>Amend. Amt.</b>	<b>Inc/Dec</b>	<b>Account Code</b>	<b>Explanation</b>
<b>Public Safety</b>	1,000,523	1,010,889	<b>5,000.00</b>	Inc.	001-5-1-110-63501	Police grant from Cedar County Foundation for radios - from Police reserve balance
			<b>5,366.00</b>	Inc.	112-5-1-150-6199	Fire Dept. worker's comp. required physicals - paid from Trust & Agency fund balance
			<b>10,366.00</b>			
<b>Public Works</b>	654,491	654,491				
<b>Culture &amp; Recreation</b>	627,577	632,577	<b>5,000.00</b>	Inc.	001-5-4-470-6603	Hoover's Hometown Days misc. expenses - donation revenue received
			<b>5,000.00</b>			
<b>Community Eco. Dev.</b>	139,680	164,325	<b>24,645.00</b>	Inc.	001-5-5-520-6498	Main Street Sidewalk Improvements Ph. 2 project
			<b>24,645.00</b>			
<b>General Government</b>	240,935	240,935				
<b>Debt Service</b>	468,298	468,298				
<b>Capital Projects</b>	251,812	251,812				
<b>Business Type Act.</b>	858,518	858,518				
<b>Transfers out</b>	716,917	716,917				
<b>Total Expenditures</b>	<b>4,958,751</b>	<b>4,998,762</b>	<b>\$ 40,011.00</b>			

## February 7, 2015 Fiscal Year 2016 Budget Notes

### Update from Monday February 2<sup>nd</sup>:

Council expressed a preference for hiring a 4<sup>th</sup> officer. That addition is included in this proposal.

Council expressed a preference for the FY16 payment distribution (please see page 7 of this packet). That distribution is not included as the sewer and water budgets simply could not absorb additional costs. Instead the attached proposal includes the FY15 payroll distribution.

### Road Use Tax Highlights: (All related to Council Goal #1)

- 1) \$55,000 Seal Coat Greenview, 1/4<sup>th</sup> of the cemetery and other places in town
- 2) \$13,000 Crack Sealing
- 3) \$45,000 New Plow Truck (\$12,000 to come from GF Reserve Line)
- 4) \$20,000 Alley Improvements
- 5) \$3,000 Towards Half-Ton Truck to be purchased primarily with General Funds
- 6) \$2,500 Street Patch at S. 2<sup>nd</sup> and S. Maple

### Capital Improvement Plan: (All related to Council Goals #1 and #9)

- 1) \$500,000 4<sup>th</sup> Street from Animal Clinic to Reagan Blvd.
- 2) \$70,000 Main Street Crossings at Pedersen Street and Scott Drive
- 3) \$110,000 Main & Oliphant Intersection Improvements
- 4) \$150,000 Main & Foster Intersection Improvements

### General Fund Highlights:

- 1) 4<sup>th</sup> Police Officer and vehicle (Council Goal #9)
- 2) Back to FY15 payroll distribution
- 3) \$45,000 match for stormwater utility (Council Goal #3)
- 4) \$22,000 towards new half-ton truck (Council Goal #1)
- 5) \$7,500 for partnership with the National Park Service
- 6) Funding for HHTD inflatables and fireworks (Council Goal #3)

Park & Rec Highlights:

- 1) Moving forward with park capital improvements as LOST becomes available
- 2) Expanded summer camp program

Debt Service Highlights:

- 1) Completely pay off Fobian Lawsuit Settlement
- 2) Make \$177,489 payment on General Obligation Property Acquisition Note (Park in PV)
- 3) Additional portion of water bonds paid from Water Fund

Water and Sewer Fund Highlights:

- 1) \$100,000 for water system improvements
- 2) \$65,000 for I&I Phase 2 Work
- 3) \$10,000-\$30,000 Maintenance on Well #6
- 4) \$15,000 Maintenance on media in water filters

Fire Department Highlights:\*

- 1) LOST Funding for Radio Purchases, amount estimated between \$125,000 and \$150,000

Property Tax Levy Highlights:

- 1) Property tax to increase \$0.55/\$1000 of assessed value to fund the Capital Improvement Plan
- 2) First property tax levy increase in five years.

Storm Water Utility Highlights:

- 1) Still under development, but would like to install infrastructure from Pedersen St. to the creek
- 2) Ditch cleaning in Greenview and storm water piping/intake repairs.

\*May require amendment or revision of current proposal.

## Proposed Fiscal Year 2015-2016 Stormwater Utility Budget

<u>FY 2014-2015 Projects</u>	<u>FY 2014-2015 Expenditures</u>
ISWEP Training Class	\$50.00
W. Orange Culvert Project– North end	\$3,078.00
Parkside Drive Intake Repairs	\$13,148.00
N. Downey Catch Basic Repairs	\$2,400.00
BMP Reimbursement Program	<u>\$1,500.00</u>
Total FY 2014-2015 Expenditures	\$20,176.00

Projected Balance as of June 30, 2015 - \$14,158

Projected Revenue for FY 2015-2016 - \$90,000

<u>FY 2015-2016 Projects</u>	<u>FY 2015-2016 Expenditures</u>
ISWEP Dues	\$510.00
USGS Stream and Rain Gages	\$13,740.00
N. Downey Stormwater Infrastructure Project	\$48,000.00
Cleaning Greenview Ditches	\$10,000.00
Main Street Bridge BMP's	\$8,000.00
Intake Repairs	\$8,000.00
BMP Reimbursement Program	<u>\$2,500.00</u>
Total FY 2015-2016 Expenditures	\$90,750.00

Projected Balance as of June 30, 2016 - \$13,408

Please note that this budget plan assumes that any USGS modeling would not take place prior to Fiscal Year 2016-2017 and that the stormwater infrastructure project from Pedersen Street to the Creek on Main Street would not take place prior to FY 2017-2018. The Fiscal Year 2016-2017 Annual Budget would also endeavor to provide a 25% cash balance as of June 30, 2017.

RESOLUTION NO. 1304

A RESOLUTION ADOPTING THE CITY OF WEST BRANCH, IA SURPLUS PROPERTY POLICY.

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

Section 1. The City Council hereby establishes the following policy, attached as “Exhibit A” for the disposal of surplus property.

Section 2. All Resolutions or parts of Resolutions in conflict with the provisions of this resolution are hereby repealed.

PASSED AND APPROVED, this 4th day of May 2015.

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Mark Worrell, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

# CITY OF WEST BRANCH, IA SURPLUS PROPERTY POLICY

## I. GENERAL

- A. “Surplus property” is defined as City owned property that no longer is needed or has no practical use to a particular City Department (hereafter “Surplus Property” or “Property”).
- B. Items seized, confiscated, or found by the Police Department shall be handled and disposed of in accordance with applicable Federal, State, and local requirements (hereafter “Seized Property” or “Unclaimed Property”).
- C. Surplus property shall be disposed of in accordance with this policy. Seized Property and Unclaimed Property may be disposed of in accordance with this policy. All Surplus, Seized and Unclaimed Property is disposed of “as is” and “where is”, with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or use-ability of the property offered.
- D. It is critical to maintain a trail of documentation for audit purposes regarding the disposition of Property of the City of West Branch (“City”).

## II. RESPONSIBILITIES

- A. It shall be the responsibility of the department with the Property to notify the City Administrator’s designee of Property it has in its possession
- B. The method of disposal shall be determined by the designee in accordance with this policy.
- C. The department with Property for disposal is responsible for providing information to the designee including a photo, brief description and estimated value. Each department will maintain storage of Property until final disposal.
  - 1. Disposition of real estate or any interest in land requires a resolution of the City Council after published notice and public hearing in accordance with the Code of Iowa.
  - 2. Seized and Unclaimed Property by the West Branch Police will be handled in accordance with Federal, State, and local requirements.
  - 3. Items purchased with grant funds shall be disposed of in accordance with applicable grant requirements.
  - 4. Computer and Electronic Data Storage Equipment are defined as any equipment that contains electronic data or has contained electronic data. Such items shall be returned to the city office for proper data wiping and disposal. This includes, but is not limited to Computers, Laptops, Tablets, Servers, Backup Tapes, Media Switches, Routers, Hubs, Phones, Printers, Fax Machines, Copiers, Scanners, Monitors, and External Hard Drives.

## Exhibit A

### III. Methods of Disposal

The City Administrator's designee shall notify the appropriate department(s) of the transfer, sale, or disposal of any item. This shall be coordinated to update City records, insurance reports, audit lists, and grant required documentation.

The following methods will be considered for disposal of surplus property:

#### A. Transfer to other Departments

1. The transfer of any purchase information, service manuals, service records, and all other applicable information shall be encouraged if at all possible.

#### B. Trade-in - property may be used in trade if determined to provide the best return for the City.

#### C. Sale

1. The department representative shall provide an estimated value of the property sought for sale to the City Administrator's designee
  - i. Property valued in excess of \$25,000 requires approval of the city council prior to sale.
  - ii. Property estimated in value less than \$25,000 requires prior approval of the city administrator's designee.
2. Surplus Property may be sold at public auction, including public auctions of other government agencies
  - i. Surplus property may be sold at public auction if the quantity and types of Property on hand warrant such action.
  - ii. The department that is in possession of the Property shall coordinate auctions with the city administrator's designee
  - iii. It is the responsibility of the department with possession of the property to provide administration and logistical support of the auction item/event. Any expense incurred in conducting the auction shall be deducted from the auction receipts.
3. Surplus property may be sold using internet auction sites
  - i. It is the responsibility of the department having possession of the Property to provide administration and logistical support of the auction item. Any expense incurred in conducting the auction shall be deducted from the auction receipts
  - ii. The selling department shall provide photo, brief description, and estimated value of the Property. All property will be posted for auction at least two times with each auction lasting a minimum of 10 calendar days. If the Property does not sell after the second auction, the city administrator's designee will then determine the best method of disposal, as provided by this policy.
4. Surplus Property may be sold by soliciting written bids/quotations or similar means (3 external bid minimum), all as approved by the city administrator's designee.
5. Scrap metal may be sold through a reputable metals recycling dealer without competitive bids if the value of the scrap metal is estimated at less than \$1,000.
6. West Branch Police Department service weapons may be purchased at the time of trade-in by West Branch officers at the price offered as trade-in value for those service weapons.

## Exhibit A

### D. Cannibalizing:

1. Property may be disassembled and used for parts when this is the most cost-effective method of disposal for the city.

### E. Transfer to other public agency or charity.

1. No property shall be transferred to another public agency or charity before it is first offered to City departments as outlined in section "A"
2. When the value of the property is estimated at \$25,000 or less, the city administrator's designee, shall approve its sale or transfer to another Iowa public agency or charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code, without competitive bid. Public agency means the State of Iowa or any agency or subdivision thereof, any city, county, special district, or school district.
3. When the value of the property is estimated to be more than \$25,000, the sale or transfer to another Iowa public agency without competitive bid shall be approved by the city council.
4. The transfer of Property, of any value, to a non-Iowa public agency shall be approved by the City Council.

### F. Property having no Value

1. Property that has no practical salvage or scrap metal value including all disposable goods and perishables may be disposed of in the proper manner for the item.
2. If property cannot be recycled or disposed of in the regular solid waste disposal process, departments shall take or make arrangements to take them to the appropriate disposal location.
3. No property shall be given to or salvaged by city officials or employees.

## IV. City officials and employees

- A. Employees shall be defined as any full-time or part-time/seasonal employee of the city of West Branch
- B. City official shall be defined as elected officials, commission members, board members, and committee members.
- C. City Officials and Employees are eligible to bid on property listed for disposal in section III within this policy
- D. City officials and employees shall not bid on property while on duty nor while acting in official capacity of the city

## V. Unauthorized personal scrapping, recycling, or disposal of trash or junk

- A. Transferring, selling, donating, scrapping, recycling, or disposing of property by city officials or employees for personal gain or to benefit the interest of any person or party other than the city of West Branch, including handling or disposal of trash or junk except as directed by city management personnel lawfully and duly authorized and designated to direct such activity, is strictly forbidden.

## Exhibit A

- B. City officials and employees shall not claim ownership of, give away, recover, or salvage and y materials abandoned, disposed, or stored upon city premises, including trash or other materials, placed in, upon, or in the vicinity of recycling or collection cans, dumpsters or bins located on city premises, or collection or debris piles, or other city storage or disposal facilities or refuse sites, and including any such facility or site belonging to any city tenant. Furthermore, city officials and employees shall not obtain property or the proceeds from the disposal of property designated for disposal as trash, scrap, or as recyclables, except as lawfully authorized by the city manager. This prohibition includes giving any such property or proceeds to any person or party other than for the duly authorized benefit and interest of the city of West Branch, or authorizing any other person or party to accept, receive or take any such surplus property to benefit their own interest, except as provided herein above.
- C. Disciplinary actions
1. Appropriate disciplinary action, up to and including termination, will be taken should an employee be found, through proper investigation, to
    - i. Have failed to promptly remit to person officially designated to receive proceeds, including cash or other consideration, from the sale of city property, as defined herein, including the proceeds from the sale, scrapping, or recycling of any such property belonging to city tenants.
    - ii. Have failed, in the performance of the duties, to promptly place in appropriate city containers, bins, dumpsters, or other collection facilities, equipment or containers, or have received, taken, given away, collected, stored, or retained in other than appropriate city containers, bins, or other collection facilities, or dup sites, city scrap, recyclables, trash, or any such surplus property belonging to city tenants
    - iii. Have engaged in selling, scrapping, recycling, or handling of city property in violation of this policy or the procedures set forth herein, including having engaged in any such activity for their personal interest or gain, or in aid of others doing the same for their respective interest or gain
    - iv. Have used city vehicles, facilities, or equipment to collect, store, or transport surplus property to sites, locations, or facilities, including the facilities of scrap vendors or recycling centers, except as specifically directed by authorized city management, in accordance with this policy and the procedures set forth herein
    - v. Have failed to notify his/her department director in a prompt and timely manner after having observed any individual engaging in any of the above-described act(s) or having learned that such act(s) were being committed by other city employees

## VI. Examples of surplus property (but not limited to)

- A. Automobiles/vehicles
- B. Athletic and sporting equipment
- C. Bicycles
- D. Cabinets, lockers, bins
- E. Electronics,
- F. Electrical supplies
- G. Furniture
- H. Generators
- I. Seized and unclaimed property approved for release by the police department
- J. Library equipment
- K. Lost and found items
- L. Machinery and tools
- M. Miscellaneous equipment
- N. Motorcycles
- O. Mowing equipment
- P. Office machines
- Q. Playground equipment

RESOLUTION NO. 1305

RESOLUTION APPROVING AN AGREEMENT WITH BIG TEN RENTALS, INC. IN THE AMOUNT OF \$1,526.80 FOR STAGE AND TENT RENTAL DURING THE 2015 HOOVER'S HOMETOWN DAYS CELEBRATION ON SATURDAY AUGUST 8, 2015.

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

WHEREAS, the City of West Branch is organizing entertainment on a stage located on Main Street as part of the 2015 Hoover's Hometown Days Celebration; and

WHEREAS, the budget for Hoover's Hometown Days 2015 includes funding for rental of a stage and tent located on Main Street; and

WHEREAS, the Big Ten Rental, Inc. has submitted a proposed service agreement to provide said services, which include set-up and take-down of the stage and tent on Saturday August 8, 2015, in the amount of \$1,526.80; 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 Big Ten Rentals, Inc. is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 4th day of May, 2015.

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

ATTEST:

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

## TERMS AND CONDITIONS OF RENTAL CONTRACT

- (1) For good and valuable consideration, you and Big Ten Rentals, Inc. agree as follows: As used in this Contract, "Page 1" refers to the first page or "face" of this Contract; "Contract" means Page 1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the items rented or sold to you, as identified on Page 1 (including any "Instructions" provided per the terms of Section 5 below); "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "BTR," "Lessor," "we," "us" and "our" mean Big Ten Rentals Incorporated, an Iowa corporation d/b/a "Big Ten Rentals, Inc." "Contract" means Page 1 together with these Terms and Conditions of Rental Contract;
- (2) You agree to rent the Rented Item(s) from BTR for the period(s) specified on Page 1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by BTR. Except only as otherwise specifically agreed in writing by BTR, all rental rates are for normal use of the Rented Item(s) on: (a) a single-shift basis during the Term, not exceeding 8 hours per day, 40 hours per week, and/or 160 hours per 4-week period with respect to equipment and tools, and (b) a single-day/single-event basis with respect to party and special events-related items (e.g., tents, inflatables, tables, chairs, and other special events items). The Rent will be increased for overtime, overuse and late returns, as well as misuse. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay BTR: (i) the Estimated Rent, together with any deposit specified on Page 1 (or if none, 35% of the Estimated Rent) at least 8 days prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) BTR may deduct any amount you owe us on any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise specifically agreed by BTR in writing. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned, and will become the property of BTR.
- (3) You will ensure that each Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) at the address set forth on Page 1 (the "Site"); (d) by properly qualified, certified, and if required, licensed, operators; and (e) otherwise in full compliance with the Instructions, as well as all applicable laws, rules and regulations, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; (ii) violate any applicable policy of insurance or warranty; or (iii) take possession of or exercise control over any Rented Item without our prior consent, granted, conditioned or withheld in our sole discretion.
- (4) Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is in good repair and operating condition, free of defects, and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected solely by you, not based on any recommendation by BTR; and (b) you: (i) have received, read and understood all training, instructions, user manuals, maintenance requirements, and other information, if any (including all applicable EPA, OSHA, NFPA, ASSE, and/or ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply with the same (including EPA Tier 4 regulations); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to governmental authorities; (vi) will timely obtain all necessary licenses, authorizations and approvals; (vii) will ensure all underground utilities are clearly marked before driving stakes or using any Item(s) to disturb the ground surface ( call 811 or 800-292-8989, or go to [www.iowaonecall.org](http://www.iowaonecall.org), at least 48 hours in advance); (viii) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); (ix) will create and post in a conspicuous place an OSHA-compliant **EVACUATION PLAN** for all rented tents; and (x) will ensure that all others comply with this Section.
- (5) You will protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to BTR on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay BTR: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses, both direct and indirect, BTR may incur in connection with your failure to do so.
- (6) If we agree to deliver and/or retrieve any Item(s), you will: (a) pay our regular charge(s) for such service(s), and for time spent awaiting access to the Site; (b) be present for delivery and retrieval; and (c) ensure our personnel have timely and adequate access to the Site. We will not be responsible for delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify and hold harmless BTR. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).
- (7) Certain (typically special events) items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all such Rented Items are properly Packed. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD OR MILDEW, FOR WHICH YOU WILL BE LIABLE.**
- (8) In the event of a Malfunction, you will immediately notify BTR, and provided the Malfunction did not result from your breach of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedy is **EXCLUSIVE**. BTR will have no other obligation(s) regarding Malfunctions, all of which you hereby waive.
- (9) BTR owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any Rented Item.
- (10) You may not transfer, sublease or assign any Rented Item(s) or this Contract without BTR's prior written consent. BTR may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you will atom to the assignee, and such assignee shall not be responsible for, any pre-existing obligations or liabilities of BTR.
- (11) You will maintain all insurance BTR deems necessary, including (unless we waive it), at least: (a) commercial general liability insurance with minimum limits of \$1,000,000 USD per occurrence; and (b) "all-risk" or inland marine insurance (or the equivalent), covering all loss of, and damage to, the Rented Item(s) (including while in transit) for the full (new) replacement value thereof; (c) Hired Auto liability insurance with limits of not less than \$1,000,000 USD per occurrence; and (d) host liquor liability insurance. All such policies shall: be primary; shall name BTR as an additional insured and loss payee; shall be primary and non-contributory, and shall waive subrogation against BTR.
- (12) If and only if, you have elected to purchase the **Optional Damage Waiver** (set forth on Page 1, if available) and paid the Damage Waiver Fee prior to commencement of the Term, you will have no liability to BTR for physical damage to covered Rented Item(s), except that you will remain liable in all events for: (a) loss or damage caused in whole or in part by: (i) your breach of any provision of this Contract; (ii) theft or other failure to return Rented Item(s); (iii) misuse and/or abuse; (iv) vandalism and malicious mischief; (v) use of alcohol or drugs; and (b) all repair/replacement costs exceeding \$500 with respect to rented trailers. **DAMAGE WAIVER IS NOT INSURANCE. NOR IS IT A WARRANTY.** Your insurance will continue to apply for our benefit and will remain primary (we will be subrogated to your rights under such policy). You agree to assign to BTR all of your rights thereunder and to take all actions necessary to assist us in recovering from your insurer for all damages covered by Damage Waiver.
- (13) **WARNINGS: (A) TENTS, INFLATABLES, LAWN & GARDEN EQUIPMENT, LIFTS, SAWS, PRESSURE WASHERS, SEWER SNAKES, AND EQUIPMENT USED FOR LIFTING, LOADING, HAMMERING, STAPLING, CUTTING, BORING, CHIPPING, EDGING, SANDING, GRINDING, COMPACTING, DIGGING, NAILING, WELDING, SPRAYING, HEATING, COOKING, TOWING, AND/OR HAULING IS/ARE INHERENTLY DANGEROUS AND SHOULD BE USED, MOVED, MAINTAINED AND REPAIRED WITH GREAT CARE ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS; AND (B) TENTS, INFLATABLES, AND OTHER TEMPORARY STRUCTURES MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE. PARTICULARLY DURING HAZARDOUS WEATHER (e.g., rain, snow, sleet, hail and winds over 25 mph). If hazardous weather occurs or threatens, you will: (a) cause all persons to discontinue using and EVACUATE the Rented Item(s); (b) protect such Item(s); and (c) permit BTR to delay delivery, installation AND/OR USE of, or dismantle and/or retrieve ANY of SUCH item(s) (without obligating us to do so). TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ASSUME ALL RISKS ASSOCIATED WITH THE RENTED ITEM(S).**
- (14) BTR IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S). ALL SUCH ITEMS ARE PROVIDED **"AS-IS"**. ACCORDINGLY, EXCEPT ONLY TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, **BTR MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, FREEDOM FROM DEFECTS OR WORKMANLIKE PERFORMANCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF BTR, NOR DOES BTR MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY BTR CONSTITUTE REPRESENTATIONS OR WARRANTIES BY BTR TO THE MAXIMUM EXTENT PERMITTED UNDER LAW. YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING FROM OR IN CONNECTION WITH THE PROVISION, SELECTION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S), WHETHER OR NOT YOUR FAULT; AND (B) YOU HEREBY RELEASE AND DISCHARGE BTR FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS BTR AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OWNERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES. You waive all rights, remedies, claims, damages and setoffs conferred upon you under applicable law (including the Uniform Commercial Code), as well as all incidental, consequential, special, and punitive damages, against BTR. Your duties hereunder are UNCONDITIONAL.**
- (15) This Contract, and any Addenda BTR provides, represent the entire agreement between you and BTR, superseding all other agreements and representations (including BTR's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in full force and effect. Time is of the essence. BTR may, without notice or liability to you, inspect any Rented Item(s) at any time. If any performance required of BTR is rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any fact or circumstance beyond BTR's reasonable control), BTR will be excused from such performance. You waive all statutes of limitations regarding BTR's rights and remedies. All amounts due from you hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You grant to BTR a perpetual, paid-up, royalty-free license to create, edit, display, and distribute photos and videos of the Rented Item(s) at your event, publicly or privately, as we deem appropriate. You authorize BTR to submit all amounts coming due hereunder for payment on your debit or credit card and hereby waive all claims to the contrary. You agree to pay BTR the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and BTR. **BTR's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder.** You will pay: (a) BTR's attorneys' fees and other costs of enforcing this Contract, and (b) all taxes (including all sales and use taxes), fines, fees, assessments and other charges related to each Item. Neither BTR's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy BTR may have.
- (16) Any item(s) sold to you ("Sale Items"), as provided on Page 1 are provided **"AS-IS"** and **"WITH ALL FAULTS"**, and are subject to the terms of this Contract (modified as necessary to apply to sales). All item(s) not specifically identified as Sale Items on Page 1 will be deemed to be "Rented Item(s)."
- (17) If you or any guarantor: (a) fail to fully and timely comply with this Contract; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed during the Term (subject, however, to Section 12 hereof), you will be in default, whereupon, to the maximum extent permitted under applicable law, BTR may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass or other transgression (for which you hereby indemnify and hold harmless BTR); (iv) perform your obligations on your behalf, without being obligated to do so; (v) purchase replacement Item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.
- (18) This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent (or purchase price, as applicable). This Contract will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from BTR at any time in the future (except only as otherwise agreed by BTR). This Contract (a) has been carefully and thoroughly reviewed, and specifically negotiated by each the parties hereto (each waiving any and all claims regarding its enforcement or authorship, including without limitation, any preference in its interpretation or enforcement, as well as any right to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of Iowa. Proper venue for any and all legal proceedings commenced in connection herewith shall lie solely and exclusively in the federal and state courts located in or nearest to Johnson County, Iowa, and you hereby consent and submit to such jurisdiction and venue. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.
- (19) WARNING: FAILURE TO RETURN RENTED ITEM(S) CAN, IN CERTAIN CIRCUMSTANCES, BE CONSIDERED THEFT, RESULTING CIVIL PENALTY(IES) AND/OR CRIMINAL PROSECUTION. See Iowa Code §714.1, et seq.**

1820 BOYRUM STREET  
 IOWA CITY, IA 52240  
 www.bigtenrentals.com  
 319-337-7368 Phone  
 319-351-1221 Fax

**Status: Quote**  
 Quote #: q1601

Event Beg: Sat 8/ 8/2015 8:00AM  
 Event End: Sat 8/ 8/2015 6:00PM  
 Operator: Ruby Heck

Customer #: 16675

City of West Branch

319-643-7100 Phone

Main Street  
 PO Box 786  
 WEST BRANCH, IA 52358

Job Descr: Hoover Home Town Festival

**\*\*DELIVERY/PU DATES ARE NOT CONFIRMED. \*\***

Ordered By: Leslie - 319-643-5888

Salesman: Ruby Heck Phone: 319-337-7368 E-Mail: manager@bigtenrentals.com

**Delivery and Pickup**

Delivery : Sat 8/ 8/2015

Contact: Leslie

Pickup Date: Sat 8/ 8/2015

Phone: 319-643-5888

Location: Corner of Main St and Downey

Used at Address: 103 N. Downey ; WEST BRANCH, IA 52358

Delivery Notes: Street being closed at 3AM. Would like the stage to be set up by 8am and the tent set up by 9am. Bothe need to be down after 6pm on Sat.

Leslie- it was explained to me that it might be case where we will have to setup and take down this stage the same day, however I was not given any times. He was going to check to see if we could set up on friday and take down on sunday but I understand that this will be going on a street. We generally do not do setup and take downs on Friday/Saturday during the summer because it is our busiest time of the year. You will see a set up after hours fee on the quote. We can remove this if we can at least set up on Friday and take down on Sunday.

Qty	Key	Items	Replacement Cost	Status	Event End Date	Price
<b>Stage for Band</b>						
1	ST-Pkg8x20	Staging Package 8x20	\$0.00 each	Rental	Sat 8/ 8/2015 6:00:00PM	\$240.00
		1day \$240.00 1week \$0.00				
5	ST-Sec 4x8	Staging Secoa 4x8 Alum Frame Black Pt	\$0.00 each	Rental	Sat 8/ 8/2015 6:00:00PM	\$0.00
		1day \$56.00 1week \$56.00				
1	Note StageOutsid	Note: Stage to be Erected Outdoors	\$0.00 each	Rental	Sat 8/ 8/2015 6:00:00PM	\$0.00
		Will we need to cart the equipment to a backyard, or over a lawn or up stairs?: on street What is the height at front/Center?: 36'				
1	Note StageHt63	Note: Ht between 36-56". Dual Structure	\$0.00 each	Rental	Sat 8/ 8/2015 6:00:00PM	\$0.00
3	Linen SktBl13x48	Stage Skirt Black Pleated 13'x48"& Clips	\$0.00 each	Rental	Sat 8/ 8/2015 6:00:00PM	\$39.00
		1day \$13.00 1week \$13.00 Skirting is calculated to cover the front and both sides. Please inform your salesperson if you would like back skirted.				
3	TB-700-00	Linen - Skirt Clips Unit of 13	\$0.00 each	Rental	Sat 8/ 8/2015 6:00:00PM	\$0.00
1	ST-Step5	Stairs - Adjustable 36"-54" with railing	\$0.00 each	Rental	Sat 8/ 8/2015 6:00:00PM	\$50.00
		1day \$50.00 1week \$150.00 4weeks \$600.00 Each set of stairs requires (2) Large "C" clamps with attached wooden blocks.				
3	ST-Sec Rail 8	Stage Secoa Railing Aluminum 8'	\$0.00 each	Rental	Sat 8/ 8/2015 6:00:00PM	\$75.00
		1day \$25.00				
1	ST-Sec Rail 4	Stage Secoa Railing Aluminum 4'	\$0.00 each	Rental	Sat 8/ 8/2015 6:00:00PM	\$25.00
		1day \$25.00				
<b>Tent</b>						
1	T3-20x40-1pc	Frame Top 20x40 Twin Tube	\$0.00 each	Rental	Sat 8/ 8/2015 6:00:00PM	\$399.00
		1day \$399.00 1week \$399.00 4weeks \$997.50				
6	Weight H20-55	Water Barrel 55 gallon w/ ratchet straps	\$0.00 each	Rental	Sat 8/ 8/2015 6:00:00PM	\$60.00
		1day \$10.00 Does the customer have a water source nearby?: yes Customer must have a water source NEARBY.				
1	Labor Staging	Labor Set up - Staging		Retail		\$75.00
		Going on the street				
1	52358	Delivery / Pickup		Delivery		\$125.00
1	Labor AfterHrs	Setup & Strike - After Hours Charges		Retail		\$300.00
		Requesting set up by 8am				
1	Labor TentFr20	Labor Set up 20-wide Frame Tents		Retail		\$50.00

**Quote valid for 30 days. THIS DOES NOT RESERVE YOUR ITEMS. ITEMS ARE RESERVED TO CUSTOMERS ON A FIRST COME FIRST SERVE BASIS.**

Rental:	\$888.00
Damage Waiver:	\$88.80
Sales:	\$425.00
Delivery Charge:	\$125.00
<b>Subtotal:</b>	<b>\$1,526.80</b>
Cedar:	\$0.00
<b>Total:</b>	<b>\$1,526.80</b>
<b>Paid:</b>	<b>\$0.00</b>
<b>Amount Due:</b>	<b>\$1,526.80</b>

**Signature:** \_\_\_\_\_  
City of West Branch

City of West Branch Iowa  
Financial Management Policies

The following financial policies have been developed to provide guidance to the City's financial management system. The City's intent is to support a sound and efficient financial management system which best utilizes resources and provides an acceptable service level to the citizens of West Branch. The following statements are not intended to restrict the City Council's authority in determining service needs and or/ activities of the City. These financial policies do not limit the City Council's ability and responsibility to respond to service delivery needs above or beyond these policies. The City Council as a policy making group is still accountable for the efficient and responsive operation of the City.

1. OBJECTIVE OF CASH MANAGEMENT POLICY

The City Council of the City of West Branch is the trustee of the public revenues which it collects, and it therefore has an obligation to the community to ensure that the city's cash resources are managed effectively, efficiently and as economically as possible. This policy represents principles and practices that follow generally accepted accounting principles which should be used to help the city maintain financial stability.

The support of and commitment to the city's credit control policy, by the council and the city's officials, is an integral part of proper cash management, and by approving this policy the council pledges itself to such support and commitment.

2. EFFECTIVE CASH MANAGEMENT

1. Cash Collection

All monies due to the city must be collected as soon as possible, either on or immediately after due date, and deposited on a daily basis. Any delinquent amounts should be pursued vigorously in any legal manner to include:

- Utility shut offs as provided by local ordinance and state law
- Income Offset through the Department of Administrative Services
- Certification to taxes through the County Treasurer
- Third party collection agencies

The respective responsibilities of the City Administrator, Deputy Clerk and other Department Directors are defined in this document. Where practical, all receipts should be handled by City Clerk's office. Off sight collections shall be promptly delivered to the city office and deposited into City approved accounts. Each off sight collection point will be insured/bonded as necessary.

2. Payments to Creditors

The Deputy Clerk shall ensure that all bids and quotations invited by and contracts entered into by the city stipulate payment terms favorable to the city, for example, payment should fall due no sooner than at the conclusion of the month following the month in which a particular service is rendered to or goods are received by the city and approved by the Council. This rule shall be departed from only where there are financial incentives for the city to effect earlier payment, and preauthorized by resolution of the council, such as

payroll, or payroll taxes. Any early payment shall be approved by the city council at the next Council meeting.

Notwithstanding the foregoing policy directives, the Deputy Clerk shall make full use of any extended terms of payment offered by suppliers and not settle any accounts earlier than such extended due date, except if it is determined that there are financial incentives for the city to do so.

Special payments to creditors shall only be made with the express prior approval of the city council, who shall be satisfied that there are compelling reasons for making such payments prior to the normal monthly processing.

### 3. Management of Inventory

Each department director shall ensure that the inventory in their department does not exceed what is normally required in those cases where items which are not readily available from suppliers, and emergency requirements in the case of items which are readily available from suppliers.

Each department director shall periodically review the levels of inventory held, and shall ensure that any surplus items be made available for sale at a public auction or by other means of disposal, as provided in the city's policies.

### 4. Cash Management Program

An annual estimate will be prepared of the city's cash flows divided into calendar months. The estimate shall indicate when and for what periods and amounts idol revenues may be invested, when and for what amounts investments will have to be liquidated, and when – if applicable – either long-term or short-term debt must be incurred. Department directors shall furnish the City Administrator all cash flow information as is required for large dollar items. The threshold for this notification shall be \$ 5,000.00.

## SECTION 3: OPENING OF BANK ACCOUNTS

City of West Branch shall maintain bank accounts. Each bank account must be in the name of the city, and all monies received by the city must be paid into this bank account or accounts, promptly and in accordance with any requirements that may be prescribed.

A bank account may not be opened:

- other than in the name of the city;
- abroad; or
- with an institution not recognized as a bank in the State of Iowa.

## SECTION 4: CONTROL OF MUNICIPAL BANK ACCOUNTS

The Deputy Clerk of the city must administer all of the city's bank accounts, is accountable to the city council for the city's bank accounts, and must enforce compliance with city purchasing policies.

**SECTION 5: WITHDRAWALS FROM CITY BANK ACCOUNTS**

Only the City Administrator and Deputy Clerk of the city, or other city official of the city acting on the written authority of the city council, may withdraw money or authorize the withdrawal of money from any of the city’s bank accounts. All money will be withdrawn by pre-numbered check or electronic transfer from the city’s bank account only with approval of the city council. Such withdrawals may be made only to:

- transfer money from checking account to money market or savings account or vice versa.
- to defray expenditures appropriated in terms of an approved budget.
- pay to another government agency money received by the city on behalf of the agency, including money collected by the city on behalf of the agency by agreement, or any insurance or other payments received by the city for the agency (sales tax, or sub-recipients for grants, payroll taxes, IPERS, sales tax, debt payments, for example).
- refund money incorrectly paid to the city or consumer deposits with the city for utilities, in accordance with city policy.
- refund guarantees, sureties and security deposits.
- make investments for cash management purposes in accordance with the city’s investment policy.

**SECTION 6: CASH MANAGEMENT AND INVESTMENTS**

The City Council of West Branch, Iowa does hereby name the following as official depositories for City funds and sets the maximum amount of deposit opposite the name of each institution:

DEPOSITORY NAME	MAXIMUM DEPOSIT
Community State Bank, West Branch IA	\$3,000,000
US Bank, West Branch, IA	\$250,000
University of Iowa Community Credit Union, Iowa City, IA	\$250,000
Hills Bank & Trust Company, Iowa City, IA	\$250,000
Liberty Trust & Savings Bank, Tipton, IA	\$250,000
West Liberty State Bank, West Liberty, IA	\$250,000

An investment policy has been established and approved by City Council Resolution 964 in 2011.

A monthly report describing the activity of investment purchases will be submitted to the City Council at the end of each month.

**SECTION 7: REVENUE MANAGEMENT**

**Revenue Policy**

The Deputy Clerk of the city is responsible for the management of the revenue of the city. The Deputy Clerk, must, among other things, take all reasonable steps to ensure that all money received is promptly deposited in accordance with the requirements of this policy into the city’s primary and other bank accounts. The Deputy Clerk must also ensure that all revenue received by the city, including revenue received by any collecting agent on its behalf, is reconciled on a

monthly basis. The Deputy Clerk must take all reasonable steps to ensure that any funds collected by the city on behalf of another governmental agency are transferred to that agency as prescribed by the agreement or grant contract but at least on a quarterly basis, and that such funds are not used for purposes of the city.

1. The City will initiate efforts to maintain a diversified and stable revenue system in an attempt to avoid short run fluctuations in any one revenue source.
2. Annual revenues will be estimated by an objective, and whenever possible analytical process.
3. Existing revenue sources will be re-examined annually with new revenue sources investigated during the annual budget preparation process.
4. Revenues will be estimated at a level to fund estimated expenditures on an annual basis. Revenues may exceed expenditures if the fund balances of any fund needs to be increased to meet minimum balance requirements. Additionally, surplus fund balances may supplement revenues in order to fund estimated expenditure levels.
5. Property tax revenue collections will be established through a tax levy rate for general operations which will not exceed limits stated by the Iowa Code. This increase will not include levy collections due to natural growth of the City but will include any state mandated equalization orders.
6. In relation to enterprise funds which have been established to support expenditure levels, user fees and charges will be established to fund direct and indirect costs of the activity whenever feasible.
7. Licenses, fees and charges: The City will review licenses, fees and charges annually to determine if the revenues support the cost of providing the service. Adjustments will be made in the same manner as the enabling legislation.
8. User fees in other governmental areas such as recreational services will be established at a level which will not inhibit participation by all. The City will attempt to establish all user charges and fees at levels sufficient to cover the full cost (operating, direct and indirect) of providing proprietary services. Rate adjustments will be done by ordinance if state or locally legislated, or by resolution if not legislated by state or local code.
9. All user fees and charges will be re-evaluated on an annual basis during the budget preparation process.
10. One-time or special purpose revenues such as grant funds will be utilized to fund capital expenditures or expenditures required by that revenue. Such revenues will not be used to subsidize reoccurring personnel, operating, and maintenance costs.
11. The City will on a continuous basis seek methods to reduce the City's reliance on the property tax through seeking legislative support for local option taxes, investigating additional non-property tax revenue sources, and encouraging the expansion and diversification of the City tax base with residential, commercial and industrial development.

## SECTION 8: RECEIPT MANAGEMENT & INTERNAL CONTROL

Proper control of cash and receivables is very important to the City. This is especially difficult (particularly with a limited staff) because a true segregation of duties and establishment of internal controls requires a clear-cut separation of activities. This is very challenging when responsibilities are shared. Without proper controls and policies, cash can be easily misappropriated; therefore, in accordance with good internal control, the following procedures need to be monitored and control must be established.

1. RECEIPT NUMBERING - All receipts must be pre-numbered, out of the control of those receiving cash or cash equivalents.
2. RETURNED CHECKS - from customer payments: Customers are mailed a letter notifying them of the NSF check, amount of the bill due and the \$30.00 service charge by the City of West Branch for NSF checks. A service charge in the amount of \$30.00 shall be assessed to any customer whose payment is not honored by the customer's financial institution for any reason when presented. The service charge shall be in addition to the late payment penalty. If two or more payments are dishonored within a twelve-month period, the City may require future payments in cash, cashier's check or money order. Such cash, cashier's check or money order payments shall be maintained until account has not been delinquent for twelve (12) consecutive months. (Ord. 640)
3. CASH DEPOSITS - Not less than daily, the Deputy Clerk, shall deposit all receipts of the City in accounts designated for such purpose in legal depositories, authorized by the City Council.
4. DIRECT DEPOSITS - ACH REMITTANCES. THIS IS A FORM OF ELECTRONIC FUNDS TRANSFER (EFT) - Revenues due to the city such as property taxes, Road Use Tax Allocations, or grant programs may be deposited directly into the accounts of the City with authorization of the Deputy Clerk and the respective agency. This method of fund transfer can be initiated by either the payer or the City. This transaction may incur some expense from the bank and bookkeeping departments.
5. SEPARATION FROM DUTIES. With limited staff each clerk handles cash or has the ability to process payroll, accounts receivable or accounts payable. This is part of cross training. Internal controls that are in place: the Deputy Clerk reconciles all financial transactions, investments and utility billing records monthly. The City Administrator reviews the financial reconciliations, accounts payable claims and payroll time sheets each month.

## SECTION 9: DISBURSEMENTS AND CHECK MANAGEMENT

1. Checks should pre-number and are printed in batch format. To prevent the removing of checks, checks should be delivered in sealed boxes where strict control is exercised over the numerical sequence of checks on the expenditure system (a check register).

2. Delegation/Rights for Disbursement (paper and electronic) execution:
3. The incumbents of the following positions are authorized to sign checks on behalf of Council:
  4. A-Signatory: City Administrator, Deputy Clerk, and Mayor.
  5. Each payment needs to be signed by two signatures. Blank checks are never to be signed in advance. All invoices and other documentation should accompany the paper checks for payment so verifications of amount and appropriateness of purchase can be done.
  6. Authorization should be done by two individuals, same as for checks above.

#### SECTION 10: FINANCIAL REPORTING

1. Monthly banking reports
2. Each account of the city shall be reconciled on a monthly basis.

Monthly financial reports to the council must include (at a minimum):

  - (a) Each investment to include the ownership of the investment by fund.
  - (b) Any changes to the investment portfolio during the reporting period.
  - (c) Summary of all receipts and disbursements made during the month by fund.
  - (d) Amounts of outstanding checks.
  - (e) Bank balances for each account in the city's name.
3. The Deputy Clerk shall report to the city council, the actual cash received and disbursed for the month, the cumulative to date, as well as the budgeted estimates or revised estimates of the anticipated revenue and expenditures for the remaining months of the fiscal year.
4. The City Administrator and Deputy Clerk shall also prepare all annual reports as required by federal, state or local requirements with presentation to or approval by the council as appropriate.
5. Audits shall be done in accordance with Iowa Code requirements by an external CPA firm versed in municipal audit requirements or State Auditor's office.

#### SECTION 11. CASH RESERVE POLICIES

Operating cash balances at fiscal year-end will be maintained at a level to ensure sufficient cash flow throughout the fiscal year as follows:

1. The General Fund cash balances shall be maintained at 25% of the annual expenditures.
2. All general obligation debt will be paid from the Debt Service Fund. All enterprise revenues pledged to abate general obligation issues will be a budgeted transfer to the Debt Service Fund.
3. All reserves required by bond covenant or other external agreements shall be allocated to the fund required (not comingled with the general fund reserve).

#### SECTION 12. OPERATING BUDGET/EXPENDITURE POLICY

1. The City Administrator/Clerk will compile and submit to the City Council a balanced budget by the first Monday in March of each year.
2. The balanced budget will reflect expenditures which will not exceed estimated resources and revenues.

3. The operating budget for the City will be developed and established on a service level basis. Any additions, deletions and/or alterations in the operating budget will be related to services to be provided to the general public.
4. The operating budget will emphasize productivity of human resources in providing services, efficient use of available revenue sources, and quality of services to be provided.
5. New service levels will be considered when additional revenues or offsetting reductions of expenditures are identified, the new services fall within the broad framework of the City operation, or when such services are mandated by the State of Iowa or the federal government.
6. Current City expenditures will be funded by current revenues unless specifically approved by the City Council.
7. The City will avoid the postponement of current expenditures to future years, accruing future year's revenues, or utilization of short term debt to fund operating expenditures.
8. The operating budget will provide funding for the on-going maintenance and replacement of fixed assets and equipment. These expenditures will be funded from current revenues and, in the case of replacement of equipment, surplus fund balances in excess of the minimum working balance reserve.
9. The budget will provide adequate funding for all retirement systems as prescribed by state law.
10. A working fund balance for general operations will be maintained in order to support expenditures prior to the collection of taxes.
11. Each year the City will revise current year expenditure projections during the succeeding year's budget preparation process. Costs of operating future capital improvements included in the capital projects budget will be included in the operating budget.
12. The City will participate in a risk management program to minimize losses and reduce costs. This program will also protect the City against catastrophic losses through the combination of insurance, self-insurance, and various federal and state programs.
13. The City will maintain a budgetary control system to monitor its adherence to the approved operating budget.
14. Budget amendments may be made throughout the year with approval of the City Administrator/Clerk. The City Council formally reviews and approves all amendments processed by staff twice a year.
15. The City administration will prepare monthly expense and revenue reports comparing actual revenues and expenditures to budgeted amounts.
16. Department directors shall furnish the City Administrator/Clerk all information as is required for large dollar items. The threshold for this notification shall be \$5,000.00. City Administrator/Clerk shall have authority to authorize purchases, repairs or replacement equipment for water and sewer plants as requested by the Public Works Director, without council approval, up to \$10,000.00 in an emergency situation, to keep the infrastructure operational for the citizens.

SECTION 13 DEBT ADMINISTRATION POLICY

1. The City will limit its long-term borrowing to capital improvements or projects which cannot be financed from current revenues or for which current revenues are not adequate.
2. Long-term borrowing will only be utilized to fund capital improvements and not operating expenditures.
3. The payback period of the bonds issued to fund a particular capital project will not exceed the expected useful life of the project.
4. The City will attempt to keep the average maturity of general obligation bonds at or below 20 years.
5. The City will maintain its debt limitation at 5 percent or less of actual property valuation as mandated by the State of Iowa.
6. Whenever possible, special assessment, revenue and/or general obligation bonds abated by enterprise revenues will be issued instead of general obligation bonds funded by property tax.
7. For those general obligation bonds issued and funded by property taxes, debt service and interest payment schedules shall be established whenever possible in such a manner to provide equalization of debt and interest payments each year for the life of the total outstanding general obligation bonds.
8. The City shall encourage and maintain good relations with the financial and bond rating agencies and prepare any reports so requested by these agencies. Full and open disclosure on every financial report and bond prospectus will be maintained.

SECTION 14. ANNUAL REVIEW OF POLICY

This cash management policy on will be reviewed annually or earlier if so desired by the Council. Any changes to the policy must be adopted by council and be consistent with the Code of Iowa.

SECTION 15. EFFECTIVE DATE

The effective date of this policy shall be upon passage by Resolution No. \_\_\_\_\_ on this day of May, 2015.

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Mark Worrell, Mayor

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Matt Muckler, City Administrator/Clerk