

# City of West Branch

~A Heritage for Success~

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

## **CITY COUNCIL MEETING AGENDA -AMENDED**

**Monday, October 19, 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 October 5, 2015 City Council Meeting.
  - b. Approve minutes from the October 5, 2015 City Council Work Session.
  - c. Approve claims list #1.
  - d. Approve claims list #2.
6. Communications/Open Forum
7. Public Hearing/Non-Consent Agenda
  - a. Rod Ness, Executive Director of the Cedar County Economic Development Corporation (CCEDCO) – CCEDCO Update.
  - b. \*Brian Boelk, HBK Engineering, LLC – Stormwater Best Management Practices Report
  - c. \*City Engineer Dave Schechinger – Variance request on grade of Ohrt St. extension.
  - d. \*Approve Main Street closure for limited time at Mayor’s discretion in order to accommodate filming of West Branch promotional video by unmanned aerial vehicle./Move to action.
  - e. Resolution 1391, approving partial payment estimates numbers one and two (final) in the amount of \$102,498.40 to L.L. Pelling Company, Inc. of North Liberty, IA and accepting the West Branch, IA Parkside Drive Improvements Project as substantially completed./Move to action.
  - f. Resolution 1392, to fix a date of meeting for a public hearing on amending the current budget for the fiscal year ending June 30, 2015./Move to action.
  - g. Resolution 1393, accepting the renewal of Right-of-Way Permit No.: RW 6470-15-001 by the United States Department of the Interior, National Park Service, Herbert Hoover National Historic Site./Move to action.
  - h. Resolution 1394, approving a Memorandum of Understanding between the Iowa Department of Administrative Services State Accounting Enterprise and the City of West Branch for Participation in the Income Offset Program./Move to action.
8. City Staff Reports
  - a. Library Director Nick Shimmin – West Branch Public Library Annual Report
  - b. Public Works Director Matt Goodale – Trees Forever Grant Application
  - c. Parks & Recreation Director Melissa Russell – Information on November 3, 2015 Public Measure K on West Branch Park Improvements Project
  - d. \*City Attorney Kevin Olson – Update on Officer Reimbursement Agreements
9. Comments from Mayor and Council Members
10. Adjournment
  - \* Agenda amended on October 18, 2015 to include items 7b, 7c, 7d and 8d.

Date 10-19-15

City of West Branch  
Claims Report #1

All American Concrete, Inc.	GF-Streets-Main St Sidewalk	5,157.01
Alliant Energy	GF-Parks & Rec	10,978.20
Cedar County Treasurer	GF – Streets	470.00
Croell Redi-Mix	Sewer – Lift Station	171.00
Culligan Water	GF-Fire	83.35
Dearborn National	GF-Administration	120.20
Diamond Vogel	RUT-Streets	774.30
Dorsey & Whitney	GF Legal Services	15,682.40
Econo Signs	RUT- Streets	97.20
EFPTS	Federal Withholdings	23,248.43
Farmers Supply Sales, Inc.	Sewer/RUT-Streets	278.07
Fedeler, Brett	Water-Utility Refund	70.08
Hamilton, Brenda	Water-Utility Refund	67.83
Hawkins, Inc.	Water	1,610.50
Iowa Farm Equipment	RUT- Streets- Equipment Supplies	165.87
IMWCA	GF-Workers Compensation	4,666.00
ISWEP	Stormwater-Training	230.00
John Deere Financial	Streets/Sewer	99.96
Johnson, Michael	Water-Utility Refund	26.07
Kevin Olson	GF-Legal Service	1,500.00
Kluxdal, Dennis	Water-Utility Refund	63.40
Knoop, Abby	GF/Parks & Rec-Youth Sports	50.00
Koenig, Cooper	GF/Parks & Rec-Youth Sports	60.00
Liberty Communications	GF-Admin/PW/P&R/Police/Lib/TH	1,194.49
Lowe's Business	RUT-Streets	35.59
Luneckas, Maddi	GF/Parks & Rec-Youth Sports	60.00
Luneckas, Trystin	GF/Parks & Rec-Youth Sports	100.00
Main Street West Branch	GF/Eco Devo-Annual Support	18,500
Main Street West Branch	GF/Eco Devo-RLF Sidewalk Payment	36,320.40
McManis, Kris and Jean	Water-Utility Refund	63.40
Meier, Vickie	Water-Utility Refund	68.95
Metropolitan Compounds, Inc.	RUT/Streets-Salt	1,592.00
Midwest Janitorial Service	GF-Admin, TH, Police, Library	646.56
Murry, Jenae	GF/Parks & Rec-Youth Sports	30.00
Novus Auto Glass	Water-Vehicle Repair	214.00
Oasis Electric	Water/TH/Community & Cultural-HHTD	1209.21
Parkside Service	RUT-Streets	187.17
Payroll	Payroll Expense 9/25	20,371.79
Play It Again Sports	GF/Parks & Rec-Youth Sports	17.98
Plunkett's Pest Control, Inc.	GF/TH	95.18
Port O Jonny, Inc.	GF-Cemetery	87.00
Proctor, Kaylee	Water-Utility Refund	69.08
Quill Corporation	GF/Admin-Office Supplies	159.20

Rocha, Aleah	GF/Parks & Rec-Youth Sports	30.00
Shanelle M. Peden	GF/Cable-Payroll	150.00
Shryock, Wendy	Water-Utility Refund	68.95
Thein, Trevor	GF/Parks & Rec-Youth Sports	60.00
Treasurer, State of Iowa	IA Sales Tax July/Aug & St. With. 8/14, 8/28	9,787.52
TRUGREEN	GF/Parks & Rec-Lions Field	752.00
United States Treasury	Payroll Expense	1,029.56
UPS	GF-Parks & Rec/Admin/Water/Sewer/Etc.	197.69
Veenstra & Kimm, Inc.	GF/Water/Streets/Capital Projects	3,587.01
Verizon Wireless	GF-Police/Streets/Water/Sewer/P&R	775.00
Watch Guard	GF/Police-Equipment	4,620.00
Zephyr	GF/Cemetery-Poster Material	77.70
	Grand Total	167,827.30

RESOLUTION NO. 1391

RESOLUTION APPROVING PARTIAL PAYMENT ESTIMATES NUMBERS ONE AND TWO (FINAL) IN THE AMOUNT OF \$102,498.40 TO L.L. PELLING COMPANY, INC. OF NORTH LIBERTY, IA AND ACCEPTING THE WEST BRANCH, IOWA PARKSIDE DRIVE IMPROVEMENTS PROJECT AS SUBSTANTIALLY COMPLETED.

WHEREAS, L.L. Pelling Company, Inc. of North Liberty, IA was awarded the construction contract for the West Branch, Iowa Parkside Drive Improvements Project (the "Project") by the West Branch City Council through the passage of Resolution 1297 on April 20, 2015 in the amount of \$94,205.03; and

WHEREAS, Veenstra & Kimm, Inc. had prepared and the City Council had previously approved a change order in the amount of \$2,302.50 through the passage of Resolution 1346 on June 29, 2015; and

WHEREAS, Veenstra & Kimm, Inc. has prepared and the City Council had previously approved a second change order in the amount of \$500.00 through the passage of Resolution 1357 on July 20, 2015; and

WHEREAS, material amounts of Driveway, PCC, 8", HMA (3m Esal) Base ½", HMA, Driveway, and painted pavement markings used on the project exceeded original estimates, bringing the final cost of the Project to \$102,498.40; and

WHEREAS, Veenstra & Kimm, Inc. has declared that said Project has now been completed in accordance with the drawings and specifications on the Project, based on observations during construction, certification by the material suppliers, testing performed, and an on-site review of the completed construction by Project Engineer Dave Schechinger, P.E.; and

WHEREAS, it is now necessary for the City Council to accept the aforementioned Project as substantially completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, that Partial Payment Estimates Numbers One and Two (final) in the amount of \$102,498.40 to L.L. Pelling Company, Inc. of North Liberty, IA are approved and the West Branch, Iowa Parkside Drive Improvements Project is accepted as substantially completed.

\* \* \* \* \*

Passed and approved this 19th day of October, 2015.

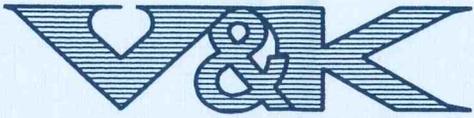
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Roger Laughlin, Mayor

ATTEST:

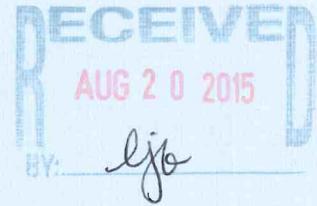
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Matt Muckler, City Administrator/Clerk



August 19, 2015

Matt Muckler  
City Administrator  
City of West Branch  
110 Poplar Street  
P.O. Box 218  
West Branch, IA 52358



WEST BRANCH, IOWA  
PARKSIDE DRIVE IMPROVEMENTS  
PARTIAL PAY ESTIMATE NO. 1

Enclosed is one copy of Partial Payment Estimate No. 1 for work completed from June 3, 2015 to July 30, 2015 under the contract between the City of West Branch and L.L. Pelling Company, Inc.

We have reviewed the estimate and recommend payment to L.L. Pelling Company, Inc. in the amount of \$69,145.30.

By separate cover we have forwarded three copies of Partial Payment Estimate No. 1 to L.L. Pelling Company, Inc. for signature and return to the City of West Branch.

Please sign all copies of the partial payment estimates forwarded to you by L.L. Pelling Company, Inc. in the spaces provided and return one signed copy to our office and one copy L.L. Pelling Company, Inc. with payment.

Should you have any questions or comments concerning the enclosed information, please contact us at 319-466-1000.

VEENSTRA & KIMM, INC.



Eric Gould  
EDG:mmc  
368160  
Enclosure



# VEENSTRA & KIMM, INC.

860 22nd Avenue, Suite 4 • Coralville, Iowa 52241-1565  
 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

**PAY ESTIMATE NO. 1**  
**PARKSIDE DRIVE IMPROVEMENTS**  
**WEST BRANCH, IOWA**

August 19, 2015

L.L. Pelling Company, Inc.  
 1425 West Penn Street  
 North Liberty, IA 52317

Contract Amount \$94,205.53  
 Contract Date April 20, 2015  
 Pay Period June 3, 2015 - July 30, 2015

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Excavation, Cl 10, Rdwy + Borrow	CY	49	\$ 29.40	\$ 1,440.60	49	\$ 1,440.60
2	Excavation, Cl 13, Rdwy + Borrow	CY	164.4	\$ 28.70	\$ 4,718.28	164.4	\$ 4,718.28
3	Modified Subbase	CY	69	\$ 56.80	\$ 3,919.20	49	\$ 2,783.20
4	Paved Shld, PCC, 8"	SY	64	\$ 53.25	\$ 3,408.00		\$ -
5	Rmvl of Exist Struct	LS	xxxxx	xxxxx	\$ 85.00	100%	\$ 85.00
6	Driveway, PCC, 8"	SY	374	\$ 53.25	\$ 19,915.50		\$ -
7	Rmvl of Paved Driveway	SY	381	\$ 10.40	\$ 3,962.40	381	\$ 3,962.40
8	Pav't Scarification, 3"	SY	609	\$ 8.50	\$ 5,176.50	609	\$ 5,176.50
9	HMA (3m Esal) Surf, 1/2", No Fric	Ton	87	\$ 103.65	\$ 9,017.55	87	\$ 9,017.55
10	HMA (3m Esal) Base, 1/2"	Ton	194	\$ 101.20	\$ 19,632.80	194	\$ 19,632.80
11	HMA, Driveway	SY	10	\$ 55.55	\$ 555.50	30	\$ 1,666.50
12	Intake, SW-507	Ea.	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00
13	Storm SWR RCP 2000d, 15"	LF	99	\$ 56.00	\$ 5,544.00	99	\$ 5,544.00
14	Rmv Storm SWR Pipe LE 36"	LF	57	\$ 10.00	\$ 570.00	57	\$ 570.00
15	Painted Pav't Mark, Waterborne/ Solv	Sta.	8.4	\$ 128.00	\$ 1,075.20	8.4	\$ 1,075.20
16	Erosion Stone	Ton	10	\$ 22.00	\$ 220.00	10	\$ 220.00
17	Slope Protection, Wood Excelsior	Sq.	1	\$ 200.00	\$ 200.00		\$ -
18	Seed + Fertilize (Rural)	LS	xxxxx	xxxxx	\$ 675.00		\$ -
19	Traffic Control	LS	xxxxx	xxxxx	\$ 4,590.00	100%	\$ 4,590.00
20	Mobilization	LS	xxxxx	xxxxx	\$ 5,500.00	100%	\$ 5,500.00
<b>Contract Price:</b>					<b>\$ 94,205.53</b>		<b>\$ 69,982.03</b>

MATERIALS STORED SUMMARY			
Description	# of Units	Unit Price	Extended Cost
<b>Total</b>			<b>\$ -</b>

**SUMMARY**

		Total Approved	Total Completed
Contract Price		\$ 94,205.53	\$ 69,982.03
Approved Change Order (list each)	Change Order No. 1	\$ 2,302.50	\$ 2,302.50
	Change Order No. 2	\$ 500.00	\$ 500.00
	Revised Contract Price	\$ 97,008.03	\$ 72,784.53

Stored

Total Earned \$ 72,784.53

Retainage (5%) \$ 3,639.23

Total Earned Less Retainage \$ 69,145.30

Total Previously Approved (list each)		

Total Previously Approved \$ -

Percent Complete 75%

**Amount Due This Request \$ 69,145.30**

**The amount \$69,145.30 is recommended for approval for payment in accordance with the terms of the contract.**

**Prepared By:**  
L.L. Pelling Company, Inc.

**Recommended By:**  
Veenstra & Kimm, Inc.

**Approved By:**  
West Branch, Iowa

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

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

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

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

Name: Eric Gould

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

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

Title: Engineer

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

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

Date: August 19, 2015

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



September 30, 2015

Matt Muckler  
City Administrator  
City of West Branch  
110 Poplar Street  
P.O. Box 218  
West Branch, IA 52358

WEST BRANCH, IOWA  
PARKSIDE DRIVE IMPROVEMENTS  
PARTIAL PAY ESTIMATE NO. 2 (final)

Enclosed is one copy of Partial Payment Estimate No. 2 (final) for work completed from June 3, 2015 to August 14, 2015 under the contract between the City of West Branch and L.L. Pelling Company, Inc.

We have reviewed the estimate and recommend payment to L.L. Pelling Company, Inc. in the amount of \$33,353.10.

By separate cover we have forwarded three copies of Partial Payment Estimate No. 2 (final) to L.L. Pelling Company, Inc. for signature and return to the City of West Branch.

Please sign all copies of the partial payment estimates forwarded to you by L.L. Pelling Company, Inc. in the spaces provided and return one signed copy to our office and one copy L.L. Pelling Company, Inc. with payment.

Should you have any questions or comments concerning the enclosed information, please contact us at 319-466-1000.

VEENSTRA & KIMM, INC.

Eric Gould  
EDG:mmc  
368160  
Enclosure



# VEENSTRA & KIMM, INC.

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September 30, 2015

**PAY ESTIMATE NO.** 2 (final)  
**PARKSIDE DRIVE IMPROVEMENTS**  
**WEST BRANCH, IOWA**

L.L. Pelling Company, Inc.  
 1425 West Penn Street  
 North Liberty, IA 52317

Contract Amount \$94,205.53  
 Contract Date April 20, 2015  
 Pay Period June 3, 2015 - August 14, 2015

## BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Excavation, Cl 10, Rdwy + Borrow	CY	49	\$ 29.40	\$ 1,440.60	49	\$ 1,440.60
2	Excavation, Cl 13, Rdwy + Borrow	CY	164.4	\$ 28.70	\$ 4,718.28	164.4	\$ 4,718.28
3	Modified Subbase	CY	69	\$ 56.80	\$ 3,919.20	69	\$ 3,919.20
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17	Slope Protection, Wood Excelsior	Sq.	1	\$ 200.00	\$ 200.00	1	\$ 200.00
18	Seed + Fertilize (Rural)	LS	xxxxx	xxxxx	\$ 675.00	100%	\$ 675.00
19	Traffic Control	LS	xxxxx	xxxxx	\$ 4,590.00	100%	\$ 4,590.00
20	Mobilization	LS	xxxxx	xxxxx	\$ 5,500.00	100%	\$ 5,500.00
<b>Contract Price:</b>					<b>\$ 94,205.53</b>		<b>\$ 99,695.90</b>

## MATERIALS STORED SUMMARY

Description	# of Units	Unit Price	Extended Cost
<b>Total</b>			<b>\$ -</b>

**SUMMARY**

		Total Approved	Total Completed
Contract Price		\$ 94,205.53	\$ 99,695.90
Approved Change Order (list each)	Change Order No. 1	\$ 2,302.50	\$ 2,302.50
	Change Order No. 2	\$ 500.00	\$ 500.00
Revised Contract Price		\$ 97,008.03	\$ 102,498.40

Stored

Total Earned \$ 102,498.40

Retainage

Total Earned Less Retainage \$ 102,498.40

Total Previously Approved (list each)	Pay Estimate No. 1	\$ 69,145.30	

Total Previously Approved \$ 69,145.30

Percent Complete 100%

**Amount Due This Request \$ 33,353.10**

The amount \$33,353.10 is recommended for approval for payment in accordance with the terms of the contract.

**Prepared By:**  
L.L. Pelling Company, Inc.

**Recommended By:**  
Veenstra & Kimm, Inc.

**Approved By:**  
West Branch, Iowa

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

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

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

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

Name: Eric Gould

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

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

Title: Engineer

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

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

Date: September 30, 2015

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



**VEENSTRA & KIMM, INC.**

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September 30, 2015

Matt Muckler  
City Administrator  
City of West Branch  
110 Poplar Street  
P.O. Box 218  
West Branch, IA 52358

WEST BRANCH, IOWA  
PARKSIDE DRIVE IMPROVEMENTS  
CERTIFICATE OF COMPLETION

Enclosed are two copies of the Certificate of Completion for the project. The final contract price is \$102,498.40. The certificate should be executed by the Mayor after the City Council has approved acceptance of the project.

Please sign both copies of the Certificate of Completion. Forward one copy to our office and keep the other copy for your files.

Should you have any questions or comments concerning the enclosed information, please contact us at 319-466-1000.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read 'Eric Gould', is written over a horizontal line.

Eric Gould  
EDG:mmc  
368160  
Enclosure

**CERTIFICATE OF COMPLETION**

**PARKSIDE DRIVE IMPROVEMENTS  
WEST BRANCH, IOWA**

August 14, 2015

We hereby certify that we have made an on-site review of the completed construction of the **Parkside Drive Improvements** under the Contract as performed by L.L. Pelling Company, Inc. of North Liberty, Iowa.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is One Hundred Two Thousand Four Hundred Ninety-Eight and 40/100 Dollars (\$102,498.40).

**VEENSTRA & KIMM, INC.**

Accepted: **CITY OF WEST BRANCH**

By  \_\_\_\_\_

By \_\_\_\_\_

Title Project Engineer

Title Mayor

Date September 30, 2015

Date \_\_\_\_\_

RESOLUTION NO. 1392

TO FIX A DATE OF MEETING FOR A PUBLIC HEARING ON AMENDING  
THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2016.

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

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

WHEREAS, the City Council intends to amend the budget to provide for the following: Additional revenue from road use tax, bond proceeds and a transfer-in from local option sales taxes for the Fire Department Project and additional expenditures for the West Branch Village Trail Project, the Parkside Drive Road Improvement Project, the 4<sup>th</sup> Street Road Improvements Project, Main Street crossings and intersection improvements, legal services, miscellaneous expenditures for Hoover's Hometown Days, and a transfer-out from local option sales taxes to the West Branch Fire Department.

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 2nd day of November, 2015, at the City Council Chambers located at 110 N. Poplar Street, in the City, at 5:30 o'clock p.m., at which time and place a public hearing will be held on the question of amending the current budget for the fiscal year ending June 30, 2016.

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, 2016, 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 5:30 p.m. on November 2, 2015

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2016  
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	1,543,534		1,543,534
Less: Uncollected Property Taxes-Levy Year	2			0
<b>Net Current Property Taxes</b>	3	<b>1,543,534</b>	<b>0</b>	<b>1,543,534</b>
Delinquent Property Taxes	4	0		0
TIF Revenues	5	150,000		150,000
Other City Taxes	6	196,453		196,453
Licenses & Permits	7	62,000		62,000
Use of Money and Property	8	4,900		4,900
Intergovernmental	9	492,304	50,000	542,304
Charges for Services	10	993,504		993,504
Special Assessments	11	0		0
Miscellaneous	12	52,100		52,100
Other Financing Sources	13	494,061	1,000,754	1,494,815
<b>Total Revenues and Other Sources</b>	14	<b>3,988,856</b>	<b>1,050,754</b>	<b>5,039,610</b>
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	15	799,916		799,916
Public Works	16	532,186		532,186
Health and Social Services	17	0		0
Culture and Recreation	18	800,613	15,000	815,613
Community and Economic Development	19	59,973		59,973
General Government	20	251,047	50,000	301,047
Debt Service	21	436,253		436,253
Capital Projects	22	0	840,000	840,000
Total Government Activities Expenditures	23	<b>2,879,988</b>	<b>905,000</b>	<b>3,784,988</b>
Business Type / Enterprises	24	847,830		847,830
<b>Total Gov Activities &amp; Business Expenditures</b>	25	<b>3,727,818</b>	<b>905,000</b>	<b>4,632,818</b>
Transfers Out	26	494,061	145,754	639,815
<b>Total Expenditures/Transfers Out</b>	27	<b>4,221,879</b>	<b>1,050,754</b>	<b>5,272,633</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	28	<b>-233,023</b>	<b>0</b>	<b>-233,023</b>
Beginning Fund Balance July 1	29	1,253,523	587,564	1,841,087
<b>Ending Fund Balance June 30</b>	30	<b>1,020,500</b>	<b>587,564</b>	<b>1,608,064</b>

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

Additional revenue: Intgov. = road use tax. Other financing sources = bond proceeds and transfer in from LOST for Fire Department Project. Additional expenditures: capital projects for West Branch Village Trail Project, Parkside Drive Road Improvement Project, 4th Street, Main St crossings projects. General government = legal services. Culture and Recreation = Hoover's Hometown Days. Transfers out = from LOST to Fire Dept. 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 19<sup>th</sup> day of October, 2015.

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Roger Laughlin, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1393

RESOLUTION ACCEPTING THE RENEWAL OF RIGHT-OF-WAY PERMIT  
NO.: RW 6470-15-001 BY THE UNITED STATES DEPARTMENT OF THE  
INTERIOR, NATIONAL PARK SERVICE, HERBERT HOOVER NATIONAL  
HISTORIC SITE

WHEREAS, the City of West Branch had previously been provided with a right-of-way permit to construct, operate and maintain an underground water line within the boundaries of the Herbert Hoover National Historic Site; and

WHEREAS, this right-of-way permit now approaches its expiration; and

WHEREAS, the National Park Service has prepared appropriate documentation for the renewal of this permit; and

WHEREAS, it is now necessary to accept the renewal of the right-of-way permit.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned right-of-way permit renewal is hereby accepted.

\* \* \* \* \*

Passed and approved this 19<sup>th</sup> day of October, 2015.

\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

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

United States Department of the Interior  
National Park Service  
Right-of-Way Permit for  
City of West Branch, Iowa

WHEREAS, the City of West Branch, Iowa, (hereinafter Permittee) has applied to the United States of America, (hereinafter Permittor) for a right-of-way to construct, operate and maintain an underground water line within the boundaries of Herbert Hoover National Historic Site (hereinafter Park), a unit of the National Park System, United States Department of the Interior; and

WHEREAS, the National Park Service (hereinafter Service) administers the Park that was established as a unit of the National Park System, United States Department of the Interior pursuant to P.L. 89-110 (79 Stat. 510); and

WHEREAS, the Director of the National Park Service (or their delegate) is required pursuant to 16 U.S.C. 1a-1 to authorize only those uses of land within the Park which will not be in derogation of the values and purposes for which the Park was established, except as may have been or shall be directly and specifically provided by Congress; and

WHEREAS, 54 U.S.C 100902 (a) authorizes the use of rights-of-way through the Park for water lines, provided that the Director (or their delegate) finds that the same is not incompatible with the public interest; and

WHEREAS, the Service has promulgated regulations at Title 36 Code of Federal Regulations, Part 14, regarding rights-of-way over, across and upon the lands administered by the National Park Service; and

WHEREAS, the Service has been delegated the authority to allow such rights-of-way over, across and upon land under the jurisdiction of the Service pursuant to 245 Departmental Manual 5.1; and

WHEREAS, the Service has determined that the proposed use of the park lands for the construction, maintenance and operation of the subject water line is neither incompatible with the public interest nor inconsistent with the use of such lands for park purposes; and

THEREFORE, the United States, through the Service, an agency of the Department of the Interior, acting pursuant to the authority of 54 U.S.C 100902 (a) issues this permit to the City of West Branch, IA, P.O. Box 218, West Branch, IA 52358, for a right-of-way across Federal lands within Herbert Hoover National Historic Site for the construction, operation and maintenance of a water line.

The Permittee agrees to comply with and be bound by the Service regulations, 36 CFR Part 14, regarding rights-of-way over, across and upon lands administered by the Service, in addition to the terms and conditions set forth in this permit.

## MAP AND LEGAL DESCRIPTION OF RIGHT-OF-WAY

The right-of-way shall be thirty (30) feet wide with fifteen (15) feet on either side of the described centerline for underground lines. Underground descriptions contained herein which are parallel to a roadway shall not exceed eighteen (18) feet with nine (9) feet on either side of the described centerline. For those parts of the permit which describe the City of West Branch appurtenances such as valves, meters, hydrants, and air release manholes, the right-of-way shall be the same as described above. In addition to the above referenced right-of-way, there is an overlain easement between the Service and the West Branch Community School District for a bicycle/pedestrian walkway on that portion of the right-of-way paralleling Highway 1 (West Main Street) which shall remain in effect and is heretofore described as part of the water line right-of-way. The water line is described as:

That part of the SW1/4 and SE1/4 of Section 6 and NE1/4 of Section 7, Township 79 North, Range 4 West of the Fifth Principle Meridian, Cedar County, Iowa described as follows:

Commencing as a point of reference at a standard NPS aluminum monument stamped BDY- 20 on the west boundary line of Herbert Hoover National Historic Site:

Thence North 0° 57' 32" West 5.51 feet to a point on the southerly right-of-way line of State Highway 1; thence along said southerly right-of-way line of State Highway 1 North 87° 08' 43" East 685.31 feet to the Section centerline; thence continuing North 88° 27' 16" East 92.12 feet; thence South 00° 34' 46" West 219.63; thence continuing South 07° 36' 59" East 246.48 feet; thence continuing along the fence line South 00° 55' 21" East 2020.94 feet to a standard Iowa D.O.T. iron rail on the north right-of-way line of Interstate 80; thence North 84° 20' 12" West 30 feet; thence North 00° 55' 21" West 2015.72 feet; thence continuing North 07° 36' 59" West 246.88 feet; thence continuing North 00° 34' 46" East 202.66 feet; thence South 88° 27' 16" West 61.10 feet; thence continuing South 87° 08' 43" West 685.71 feet to a point on the west boundary of Herbert Hoover National Historic Site; thence along said western boundary North 0° 57' 32" West 14.5 feet to the Point of Beginning. An area of 2.02 acres.

This ROW is overlain by an easement between the National Park Service and the West Branch Community School District for a bicycle/pedestrian walkway described as:

That part of the Southwest and Southeast Quarters of Section 6, Township 79 North, Ranger 4 West of the Fifth Principle Meridian, Cedar County, Iowa described as follows:

Commencing as a point of reference at the Southeast Corner of said Southwest Quarter; thence North 21.6 feet along the East line of said Southwest Quarter, to a point that is 18.0 feet in perpendicular distance Southerly from the Southerly line of a 66 foot wide road as established in County Road Book 2, page 109 in the office of the Cedar County Auditor, said point being the point of beginning (the West line of the Southwest Quarter of Section 7, Township 79 North, Range 4 West of the Fifth Principle Meridian, is assumed to

have a bearing of North for purposes of this description); thence South 88° 16' 20" West 680.0 feet along a line that is parallel with and 18.0 feet in perpendicular distance Southerly of the Southerly line of said established road to a point; thence North 0° 00' 20" West 18.0 feet along a line 680.0 feet Westerly of the Easterly line of said Southwest Quarter to a point on the Southerly line of said established road; thence North 88° 16' 20" East 680.0 feet along the Southerly line of said established road to a point on the East line of said Southerly Quarter; thence North Norther 89° 43' 00" East 500.0 feet along the Southerly line of said established road to a point on the Southwesterly line of the tract described in Book 93, pages 355 and 356 in the Cedar County Recorder's Office; thence South 35° 36' 20" East 31.1 feet along said Southwesterly line to a point that is 18.0 feet in perpendicular distance Southerly from the Southerly line of established road; thence South 89° 43' 00" West 525.5 feet along a line that is parallel with and 18.0 feet in perpendicular distance Southerly from the Southerly line of said established road to the point of beginning.

See Exhibit "A" attached hereto and made a part of. This Exhibit depicts the contractor's drawing and legal description.

#### AUTHORITY TO ENTER INTO AGREEMENT FOR RIGHT-OF-WAY

The Permittee represents and warrants to the Permitter that:

- (1) It is duly authorized and empowered under applicable laws of the State of Iowa and by its charter and bylaws to enter into and perform this agreement in accordance with the provisions;
- (2) Its Council or duly authorized executive committee, has duly approved, and has duly authorized the execution, delivery, and performance by it of this agreement by the City Administrator.
- (3) All action that may be necessary or incidental to the approval of this permit, and the due execution, delivery, and performance by the Permittee has been taken; and
- (4) All of the foregoing approvals, authorizations, and actions are in full force and effect at the time of the execution and delivery of this permit.

#### PERMITTED USE OF RIGHT-OF-WAY BY THE PERMITTEE

The right-of-way is for the sole purpose of constructing, operating and maintaining a water line across the above described lands, application for which was made in writing to the superintendent, Herbert Hoover Nation Historic Site (hereinafter superintendent) on ***October 4, 2015***, by the Permittee. That in utilizing the right-of-way the Permittee agrees to comply with and be bound by laws and regulations regarding the use and occupancy of the lands administered by the Service and by the terms of this permit.

#### DEVIATION FROM APPROVED RIGHT-OF-WAY

The Permittee agrees that it will not deviate from the location of the approved right-of-way in its construction, operation and maintenance of the subject water line. All ingress and egress for construction, maintenance and operation of the water line shall be restricted to the right-of-way. In the event that the Permittee determines that ingress and egress over park lands not included in the right-of-way are necessary for the construction, maintenance and operation of the subject water line, then the Permittee must apply, in writing, to the superintendent for approval of such ingress and egress.

#### EFFECTIVE DATE OF THE RIGHT-OF-WAY

The effective date of this permit shall be the date of its execution by the Regional Director (or delegate) and the Permittee. The right-of-way permit shall terminate TEN (10) years from the effective date, at noon, Iowa time unless prior thereto it is relinquished, abandoned, or otherwise terminated pursuant to the provisions of this permit or of any applicable Federal law or regulation.

#### RENEWAL OF RIGHT-OF-WAY

Unless relinquished, abandoned, or otherwise terminated pursuant to the provisions of the permit or of any applicable Federal law or regulations, the Permittee may make application to the superintendent, at least six months prior to its expiration date, for renewal of the right-of-way.

The Permittee shall file a written application, SF 299, in accordance with the existing Service regulations, to renew the right-of-way. The Permittee shall agree to comply with all the laws and regulations existing at such application date governing the occupancy and use of the lands of the Park for the purposes desired. The right-of-way permit may be renewed after full consideration of the application.

#### DISPOSAL OF PROPERTY ON TERMINATION OF RIGHT-OF-WAY

Upon the termination of the right-of-way permit by expiration or by cancellation for cause, in the absence of any agreement to the contrary, if all monies due the Permitter have been paid, the Permittee shall be allowed six months, or such additional time as may be provided, in which to remove from the right-of-way all property or improvements of any kind placed by them; and if not removed within the time allowed, all such property and improvements shall become the property of the United States.

#### NONUSE OR ABANDONMENT

It is understood and agreed by the parties that all or any part of the right-of-way may be terminated at the discretion of the Permitter in the event of nonuse or abandonment for a period of two years by the Permittee. In the case of termination, the Permitter will provide the Permittee with written notice including reasons for the termination.

#### FEES FOR USE AND OCCUPANCY

The Permittor and Permittee understand and agree that the consideration for utilization of the lands, pursuant to the right-of-way, for municipally operated projects is waived according to 36 CFR 14.26(c)(1).

### FEES AND REIMBURSEMENT OF COSTS

Pursuant to 36 CFR 14.22(a)(2), for state or local governments or agencies or instrumentalities thereof where the lands will be used for governmental purposes and continue to serve the general public, payment of fees and costs incurred by the Service as a result of this permit are waived.

### TERMS AND CONDITIONS

The permit is subject to the following terms and conditions:

(1) This permit shall not be construed as a permanent interest in the land of the right-of-way or as an abandonment of use and occupancy by the United States, but shall be considered a use of the land as described, anything contained to the contrary notwithstanding.

(2) This right-of-way permit may be terminated upon breach of any of the stated conditions or at the discretion of the Regional Director of the Service. Permittee will be given written notice and thirty (30) days to allow an opportunity for corrective actions before termination may occur. The written notice shall describe the specific violations of the permit. If Permittee does not correct the violations to the satisfaction of the Service, or present a reasonable plan acceptable to the Service within the thirty (30) day period, then the NPS shall be entitled to revoke this permit.

(3) The Permittee shall comply with all applicable State and Federal laws and existing regulations promulgated thereunder in the construction, operation and maintenance of the water line.

(4) The superintendent, Herbert Hoover National Historic Site, shall be notified in writing no less than TWO WEEKS prior to the start of initial construction on park lands. An on-site meeting will be conducted no less than one week prior to start of construction between representatives of the park and the Permittee construction/maintenance supervisor to determine and clarify the scope of the project and any requirements of the Service. The Permittee construction/maintenance supervisor will contact the park on the morning of the first day of work and each morning thereafter prior to entering the park, advising the location and extent of work crews and equipment in the park. Except in extraordinary situations and with the agreement of the superintendent, or as determined at or prior to the on-site meeting above, all work on park lands will be conducted on a Monday through Friday, 8:00 am through 5:00 pm basis. All work on park lands shall be completed to the satisfaction of the superintendent or his or her representative.

(5) The Permittee shall have a right of ingress and egress within the right-of-way at all times for the purposes of maintaining and operating the existing water line and appurtenances.

(6) If any portions of the water line are to be installed underground within the road shoulders of public roads, they shall comply with the specifications of the highway department having jurisdiction. Detailed procedures of installation are also subject to approval in advance of construction by the superintendent or his representative.

(7) If required, the Permittee shall file a performance bond with satisfactory surety payable to the Permitter to fully insure compliance with the permit terms and conditions.

(8) The Permittee shall be responsible to pay the Permitter for any damage resulting from this permit which would not reasonably be inherent in the use which the Permittee is authorized to make of the land. The Permitter will give the Permittee written notice of such damage and the Permittee will either take corrective action or pay the indicated amount as agreed upon and approved by the superintendent.

(9) Use by the Permittee of the land is subject to the right of the park to establish trails, roads, and other improvements and betterments over, upon or through said premises, and further to the use by travelers and others of such roads, trails, and other improvements already existing. If it is necessary to exercise such right, every effort will be made by the park to refrain from unduly interfering with or preventing use of the land by the Permittee for the purposes intended under this permit.

(10) The Permittee shall take adequate measures as directed and approved by the superintendent to prevent or minimize damage to park resources. This may include restoration, soil conservation and protection measures, landscaping, and repairing roads, trails, fences, etc. The Permittee shall dispose of brush and other refuse as required by the superintendent. The superintendent or his representative may inspect the right-of-way area as deemed necessary.

(11) The Permittee will halt any activities and notify the superintendent upon discovery of threatened or endangered species or archeological, paleontological, or historical findings. All artifacts unearthed remain the property of the park.

(12) No vegetation may be cut or destroyed without first obtaining approval from the superintendent. Any vegetation that must be removed shall be mitigated as specified by the superintendent.

(13) Use of pesticides and/or herbicides on park lands is prohibited without prior written approval from the superintendent.

(14) In the event any facilities covered by this permit should interfere with future Park construction, the Permittee agrees to terminate the use or relocate them at no cost to the Service within 60 days after written notice.

(15) The Permittee agrees to do everything reasonably within its power, both independently and on request of the superintendent, to prevent and suppress fires resulting from the Permittee's activities on and adjacent to the right-of-way.

(16) The Permittee agrees that the right-of-way shall be subject to the express condition that the use will not unduly interfere with the management and administration by the Service of the lands. Further, the Permittee agrees and consents to the occupancy and use by the park, its

Permittees, or lessees of any part of the right-of-way not actually occupied or required by the project, or the full and safe utilization, for necessary operations incident to such management, administration, or disposal.

(17) Upon expiration, revocation or termination of this permit, the Permittee shall leave the lands subject to the permit in as nearly the original condition as possible, as directed and approved by the superintendent.

(18) The Permittee agrees that in undertaking all activities pursuant to this permit, it will not discriminate against any person because of race, color, religion, sex, or national origin.

(19) No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this permit if made with a corporation for its general benefit.

(20) No transfer of the permit will be recognized unless and until it is first approved in writing by the Regional Director of the Service. Such a transfer must be filed in accordance with existing regulations at the time of transfer, and must be supported by the stipulation that the assignee agrees to comply with and to be bound by the terms and conditions of the right-of-way.

(21) This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.

(22) Any alterations to this permit must be in writing and signed by the parties. Renewals will be subject to regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.

(23) Any underground utilities previously located within this right-of-way which are damaged or disrupted during maintenance shall be repaired or restored by the Permittee within four hours.

(24) The Permittee shall be responsible for the provision and maintenance of proper signs, barricades or other means of warning motorists and pedestrians of danger during all periods of repair and maintenance.

(25) Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

(26) Construction must occur between November and March to avoid migratory bird and crop seasons.

(27) The entire construction limit area must be fenced.

(28) All valves and air release manholes within grass areas will be recessed below grade so that they do not interfere with tractors, mowers, or other equipment that will operate in the area after construction is completed. All valves and air release manholes located on the bicycle/pedestrian trail will be installed so as to not create a hazard to users of the trail.

(29) Top soil will be segregated prior to trench excavation and returned to the surface after the trench is filled and compacted. The area will be returned to original grade.

(30) The Thompson farmhouse may be occupied and any disruption to utilities by the Permittee requires a 24 hour advanced notice to the occupants and any accidental disruption by the Permittee must be immediately repaired by the Permittee.

(31) Access to the Thompson farm buildings must be maintained by the Permittee at all times for vehicles and farm machinery unless prior notification by the Permittee and agreement by the Park is made and an alternative access route is available for emergencies. The driveway will be returned to usable condition by the Permittee immediately after the water line has crossed it. This will include regrading and gravel surfacing by Permittee.

(32) Any field drain tiles damaged will be repaired or replaced at no cost to the owner by Permittee.

(33) The Park/Ag Permittee will be appropriately compensated by the Permittee for any loss of hay production along the "Greenway" grass strip on the west edge of the prairie and for any loss of production of crop land at local competitive rates.

(34) Boundary makers must be identified, maintained and protected during construction. Any disturbance or removal must be arranged and approved prior to disturbance by the Superintendent of Herbert Hoover National Historic Site.

(35) The paved bicycle/pedestrian walkway which is covered by a pre-existing easement must be replaced, properly graded and paved after installation of the water line by Permittee.

#### COMPLIANCE

Failure of the Permittee to comply with any provision of this right-of-way permit shall constitute grounds for immediate termination of this permit.

WAIVER NOT CONTINUING

The waiver of any breach of any provision of this right-of-way permit, whether such waiver be expressed or implied, shall not be construed to be a continuing waiver or a waiver of, or consent, to any subsequent or prior breach of the same or any other provision of this permit.

IN WITNESS WHEREOF, the Superintendent of Herbert Hoover National Historic Site, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Department of the Interior, has caused this Permit of Right-of-Way number RW 6470-15-001 (Renewal of RW MWR HEHO-05-01) to be renewed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Peter S. Swisher, Superintendent  
**Midwest Region, Herbert Hoover National Historic Site**  
National Park Service  
United States Department of the Interior

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

City Administrator  
City of West Branch, Iowa

Attest

RESOLUTION NO. 1394

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES  
STATE ACCOUNTING ENTERPRISE AND THE CITY OF WEST BRANCH  
FOR PARTICIPATION IN THE INCOME OFFSET PROGRAM

WHEREAS, the Iowa Department of Administrative Services is requiring a new Memorandum of Understanding be signed and returned by all income offset program participants no later than October 31, 2015; and

WHEREAS, the income offset program provides the City's water and sewer utilities with an important service in the collection of unpaid utility debts; and

WHEREAS, it is now necessary to approve the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa, that the aforementioned Memorandum of Understanding is hereby accepted.

\* \* \* \* \*

Passed and approved this 19<sup>th</sup> day of October, 2015.

\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

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



August 27, 2015

51

CITY OF WEST BRANCH  
PO BOX 218  
WEST BRANCH, IA 52358

**RE: Offset Program - Memorandum of Understanding (MOU)**

Dear Offset Program Participant:

The Offset Program, administered by the Iowa Department of Administrative Services (DAS), is requiring a new Memorandum of Understanding (MOU) be signed and returned to DAS by all program participants no later than October 31, 2015. The revised MOU is a result of changes in the Iowa Administrative Rules governing the Offset Program that were updated in February 2015.

Please review the enclosed MOU carefully, as the updates center on the appeal process participants must have in place. In part, the MOU states:

*Section 6: Public Agency's Responsibilities:*

*"6.8 Appeal Process. The Public Agency must provide an appeal process for debtors to challenge each offset after debtors are notified of a potential offset event. The appeal process shall include notice to the debtor and an opportunity for the debtor to contest the amount of the debt through a contested case procedure under Iowa Code chapter 17A or a substantially equivalent process, in accordance with Iowa Code section 8A.504(2)(f) and 11 IAC 40.4(6)."*

Participants that do not return a signed MOU by October 31, 2015 may be deactivated from the Offset Program. Upon completing the MOU, please include a name, telephone number and email address of a contact person for the Offset Program. Taxpayers and service providers will be directed to this individual if questions regarding an offset come to our attention.

Sincerely,

**Calvin McKelvogue, Chief Operating Officer**  
Dept. of Administrative Services, State Accounting Enterprise  
1305 East Walnut Street  
Hoover State Office Building, Level 3  
Des Moines, IA 50319  
Calvin.McKelvogue@iowa.gov

**MEMORANDUM OF UNDERSTANDING**  
between  
**The Iowa Department of Administrative Services**  
**State Accounting Enterprise**  
and

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for  
**Participation in the INCOME OFFSET PROGRAM**

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**SECTION 1. Identity of the Parties.** The parties to this Memorandum of Understanding (MOU) are the Iowa Department of Administrative Services, State Accounting Enterprise (DAS/SAE), and \_\_\_\_\_ (Public Agency).

**SECTION 2. Purpose.** The purpose of this MOU is to set forth the terms and conditions between DAS/SAE and Public Agency for reimbursement of offsetting liabilities owed to Public Agency as authorized in **Iowa Code section 8A.504 and 11 Iowa Administrative Code (IAC) 40, et seq.**

**SECTION 3. Eligibility.** To be eligible for offset, both the debt (“debt” means the liability owed to the Public Agency by a member of the public), and the claim (“claim” means the liability owed by the Public Agency to a member of the public), shall be in the form of a liquidated sum due, owing and payable. All applicable remedies with regard to such a debt and claim must be exhausted or the time frame for exhaustion must have expired as a condition precedent for eligibility to participate in the offset program, provided in 11 IAC 40.3 (3).

**SECTION 4. Compensation.**

**4.1 Fee.** The parties agree that in exchange for participation in the offset program, DAS/SAE shall charge a fee of seven dollars (\$7.00) (the “fee”) to the Public Agency to which the debt is owed for each individual debt that is placed in the offset program. The fee is to recover costs incurred by DAS/SAE in administering the offset program.

**4.2 Deduction when Debt is Offset.** If a debt is offset by DAS/SAE under this program, the fee will be deducted from the gross proceeds collected through offset. The fee will be charged for each individual offset event related to an individual debt.

**4.3 Billing upon Termination.** Following written notice of termination of this MOU, as provided in Section 7 below, DAS/SAE shall be entitled to compensation. DAS/SAE shall submit an invoice and proof of claim to the Public Agency within sixty (60) days of the receipt of the written notice of termination as required under Section 7 below.

**4.4 Fee Review.** DAS/SAE shall periodically review the costs of administering the offset program. Per Section 9.2 of this MOU, proposed adjustments to the specified fee shall require an amendment.

**SECTION 5. DAS/SAE's Responsibilities.**

**5.1 Offset of Debt.** DAS/SAE shall offset liabilities owed to Public Agency by implementing an offset program for Public Agency, developed and managed by DAS/SAE in accordance with **Iowa Code chapter 8A and 11 Iowa Administrative Rules 40.**

**5.2 Compliance with AGA.** DAS/SAE will comply with the Accountable Government Act, Iowa Code chapter 8E, in the performance of this MOU.

**5.3 Refund of Balance after Offset.** Before issuing an authorized payment to a debtor, DAS/SAE shall request verification of the claim pursuant to subrule 40.5. If notification is not made to DAS/SAE by the Public Agency within forty-five (45) days, the amount of the payment shall be released to the debtor or entity. DAS/SAE will apply the offset to the debt only after the Public Agency has notified the debtor as prescribed in subrule 40.4(4). DAS/SAE shall then refund any balance amount due from the Public Agency to the debtor or entity.

**SECTION 6. Public Agency's Responsibilities.**

**6.1 Offset Eligibility Program.** The Public Agency shall be responsible for developing and maintaining a system for reporting debts eligible for offset and any subsequent claims associated with those debts as required under Iowa Code section 8A.504 and 11 IAC chapter 40 to DAS/SAE at Public Agency's expense.

**6.1.1 Minimum Debt Amount.** Before a debt may be placed into the offset program, the amount of a debtor's original liability must be at least \$50, except when the source of the claim is a tax refund or tax rebate, in which case the debt may be as low as \$25.

**6.1.2 Debtor's opportunity to challenge placement of debt in offset program.** Before a debt may be placed into the offset program, the Public Agency must have:

- a. Made a good faith effort to collect the debt through other means;
- b. Provided the debtor advance notice that the debt will be placed in the offset program if not paid when due; and
- c. Provided a formal or informal opportunity for the debtor to challenge placement of the debt into the offset program, as described in 11 IAC 40.3(4).

**6.2 Formatting Requirements of Debtor Lists.** The Public Agency shall provide the list of debtors it wishes to place into the offset program in a format and type prescribed by DAS/SAE.

**6.3 Proof of Liability.** Public agencies may only place debts into the offset program if the debts are legally enforceable. To establish enforceability the debt shall have been confirmed by mutual agreement of the parties or have been reduced to a final judgment or final agency determination that is no longer subject to appeal, certiorari, or judicial review, or has been affirmed through appeal, certiorari, or judicial review.

**6.4 Notification of Changes.** The Public Agency shall notify DAS/SAE within thirty (30) calendar days of any changes in the status of a debt to the state.

**6.5 Semi-Annual Certification.** The Public Agency shall provide on at least a semi-annual basis, certification of the liability file as prescribed by DAS/SAE.

**6.6 Debtor Notification.** The Public Agency shall comply with 11 IAC 40.4 when sending notifications to the debtor under this MOU which shall occur within ten (10) calendar days from the date Public Agency was notified by the DAS/SAE of a potential offset.

**6.7 Payment of Residual Funds to Debtor.** It is the responsibility of the Public Agency to reimburse the debtor for the difference between the amount of liability payable and the amount of the claim payable to the debtor.

**6.8 Appeal Process.** The Public Agency must provide an appeal process for debtors to challenge each offset after debtors are notified of a potential offset event. The appeal process shall include notice to the debtor and an opportunity for the debtor to contest the amount of the debt through a contested case procedure under Iowa Code chapter 17A or a substantially equivalent process, in accordance with Iowa Code section 8A.504(2)(f) and 11 IAC 40.4(6).

**SECTION 7. Termination.** This MOU shall remain in full force and effect until terminated or cancelled for convenience by written notice of the party wishing to cancel the MOU. Each party agrees to provide the other party with a sixty (60) day written notice of any intent to terminate this MOU. Either party may terminate without advance notice to the other at any time upon a material breach of the Agreement, or violation of Iowa Code section 8A.504 or 11 IAC chapter 40.

**SECTION 8. Confidentiality of Information.** Information shared between DAS/SAE and the Public Agency shall be deemed confidential pursuant to Iowa Code section 8A.504(2)(b) and shall be disclosed only to the extent necessary to sufficiently identify the debtor(s) liable to the public agency. Identifying information is to be used only for the purpose of participation in the offset program.

**SECTION 9. MOU Administration.**

**9.1 Compliance with the Law.** The parties, their employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing services under this MOU, including without limitation, all laws applicable for the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The parties, their employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the activities performed under this MOU.

**9.2 Amendments.** This MOU may only be amended in writing by mutual consent of the parties. All amendments to this MOU must be in writing and fully executed by the parties.

**9.3 Third Party Beneficiaries.** There are no third party beneficiaries to this MOU. However, this MOU is intended to benefit the citizens and governments in the State of Iowa as well as DAS/SAE and Public Agency.

**9.4 Assignment and Delegation.** This MOU may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in Public Agency shall be considered an assignment.

**9.5 Integration.** This MOU represents the entire MOU between the parties regarding participation in the offset program. The parties shall not rely upon any representation that may have been made which is not included in this MOU.

**9.6 Headings or Captions.** The paragraph headings or captions used in this MOU are for identification purposes only and do not limit or construe the contents of the paragraphs.

**9.7 Supersedes Former Agreements.** This MOU supersedes all prior Agreements between the parties for services regarding participation in the offset program.

**9.8 Notice.** Notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing which shall be addressed to each party as set forth as follows:

*If to DAS/SAE:*

Calvin McKelvogue, Chief Operating Officer  
Department of Administrative Services – State Accounting Enterprise  
1305 East Walnut Street  
Hoover State Office Building, Level 3  
Des Moines, IA 50319

If to Public Agency:

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Authorized Representative

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Mailing Address

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City, State, Zip Code

If a party changes its designated person and/or address hereunder, such change shall be in writing as provided herein.

**9.9 Severability.** If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this MOU.

**9.10 Non-Appropriation.** In the event a non-appropriation, de-appropriation, or other legislative or gubernatorial action significantly impairs DAS/SAE's budget or ability to perform the terms of this agreement, DAS/SAE may immediately terminate this Agreement.

**9.11 Indemnification.** The following indemnification provisions shall apply to Public Agencies that are not agencies of the State of Iowa subject to Iowa Code chapter 669 and Iowa Code section 679A.19.

**9.11.1** Public Agency agrees to defend, indemnify and hold DAS/SAE and the State of Iowa, its officers, employees and agents, harmless from any and all liabilities, damages, losses, demands, causes of action, claims, settlements, judgments, costs, expenses, and attorney fees, including a reasonable cost attributed to the services of the Attorney General, related to or arising from any violation of this Agreement, any negligent or intentional act or omission of Public Agency, its officers, employees, or agents, and any failure of Public Agency, its officers, employees, or agents to comply with all applicable local, state, and federal laws, rules, and regulations.

**9.11.2** Consistent with Article VII, Section I of the Iowa Constitution, Iowa Code chapter 669, and other applicable law, DAS/SAE agrees to defend and indemnify Public Agency and hold Public Agency harmless against all losses, costs, damages, expenses, attorney fees, claims, demands, causes of action, judgments, and settlements arising out the negligence or wrongful acts or omissions of DAS/SAE or its officers, employees or agents in the performance of this Agreement. DAS/SAE shall not defend, indemnify or hold harmless Public Agency or its officers, employees, or agents for any acts or omissions of any type attributable to Public Agency or its officers, employees, or agents.

**Section 10. Execution**

This MOU is fully executed by the following signatures:

**IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES:**

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**Janet E. Phipps Burkhead**, Director  
Iowa Department of Administrative Services

---

Date

**PUBLIC AGENCY:**

---

**Authorized Representative**

---

Date

---

Public Agency

---

Printed Name of Authorized Representative

---

Title

# City of West Branch Parks

## Ballot: November 3rd, 2015



The City of West Branch Parks Public Measure vote will be Tuesday, November 3rd, 2015. The item on the ballot would allow the city to **borrow** funds to improve parks and trails throughout the community. The list of items to be completed are listed on the right with the opposite side providing layouts for each location. All residents within the city limits of West Branch will be eligible to vote for this measure.

**Property taxes will not increase due to this referendum!**

Listed below are the improvements that will be conducted at each of the parks if this public measure passes.

### Pedersen Valley

- One adult and two little league baseball fields with bleachers
- Concession stand with restrooms
- Playground with Equipment
- Creek restoration with native plantings
- Stormwater retention basin to reduce excess water runoff
- Trail system to connect the new amenities to the community

### Lions Field

- Improved Fields
- Install a permanent restroom facility
- Accessibility improvements through new walkway.

### Wapsi Creek Park

- Restroom and shelter facility
- Playground with equipment
- Create a parking location for the park and Herbert Hoover Nature Trail.

### Beranek Park

- 2 new sand volleyball courts for large events (*COMPLETED August 2015*)
- Install and update lighting for courts for better night use.

Funds for this project are already being collected through a Local Option Sales Tax (LOST) and no taxes or fees will increase due to a successful vote. The measure only allows the city to borrow funds that will be collected through LOST and Tax Increment Financing. Funds collected will complete a total project up to \$4,000,000 in community parks and trail improvements.



New baseball fields will be added in Pedersen Valley complete with a concession stand and playground equipment. New restrooms will be added to both Lions Field and Wapsi Creek Park. Volleyball courts and lighting will be improved at Beranek Park.

# Park Layouts

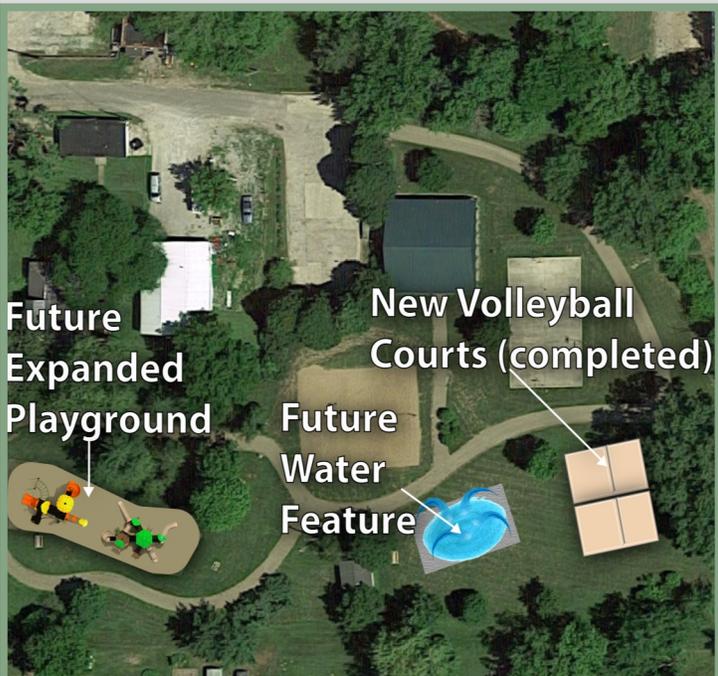
Below are conceptual images created from designs by FEH Architects and HBK Engineering of the proposed improvements to park spaces.



Lions Field



Pedersen Valley Park and Ball fields



Beranek Park



Wapsi Park

## Parks & Recreation Commission

For more information, contact a parks & recreation commission member!



Beth Noe



Shane Staker



Becky Hosier



Mike Fryauf



Cory Nalan



Liz Seydel



Angie Miller

# Frequently Asked Questions

## What is the Public Measure that will be on the ballot?

The Public Measure will allow the City of West Branch to borrow money (issue bonds) totaling \$4,000,000 to make park improvements.

## How will the be Bonds be repaid?

They will be repaid with local option sales taxes (already approved by the voters in 2014) and tax increment financing. Property taxes will not increase due to this public measure.

## What projects will be funded by the Public Measure?

The West Branch Park Improvement project includes ball diamonds; volleyball court lighting improvements; playground equipment; concessions, restroom and shelter facilities; recreation trails; landscaping; parking lots; and the installation of related public infrastructure improvements.

## If the Public Measures pass, how much will property taxes increase?

Property taxes **will not change** due to this Public Measure. City Property taxes may increase or decrease for a number of reasons including assessed property value and actions within the legislature of the State of Iowa.

## How were park priorities decided?

The City of West Branch and the Parks and Recreation commission conducted a survey of the residents in January and February of 2014. Priorities were based on the responses given in that survey.

Survey results may be found at [www.goo.gl/gTrwSc](http://www.goo.gl/gTrwSc).

## Does this public measure require a simple majority to pass?

A super majority(60% of West Branch residents) would be required for passage of the Public Measure.

## How will these projects affect stormwater runoff in Pedersen Valley?

The proposed improvements will include several measures to promote infiltration and improve stormwater quality. Native Prairie vegetation will be planted adjacent to the creek to reduce erosion and open areas will be seeded to stabilize areas that are currently subject to erosion. Infiltration will be further enhanced through EPA Stormwater Best Management Practices where feasible.

Runoff from the developed area of the park will be directed to a stormwater retention basin where the water will be released at a rate much lower than the existing conditions.

## How will the natural gas pipeline affect the Pedersen Valley project?

Great care has been taken when creating the park plans to prevent costs and future problems that might occur from adjacency to the pipeline. The pipeline is only minimally crossed by pavement to connect parking lot areas and no structures will exist on it. In addition structures will be located further away from the pipeline than many houses in the area that are also adjacent.



# Voting Information

**Polling Locations**  
**Cedar County Residents**  
 West Branch Town Hall  
 205 E Main St.  
 West Branch, IA 52358

**Johnson County Residents**  
 Iowa City Church of Christ  
 4643 American Legion Rd. Iowa  
 City, IA 52240

**General Election**  
 November 3, 2015

**Polls Open**  
 7:00 a.m. - 9:00 p.m.

**Questions? Contact...**  
 Melissa Russell  
 (319)430-  
 melissa@westbranchiowa.org

**Satellite Voting**  
 West Branch High School  
 900 W Main St.  
 October 25, 2015  
 11:00 a.m. - 5:00 p.m.

West Branch Fire Station  
 102 S 2nd St.  
 October 31, 2015  
 2:00 p.m. - 8:00 p.m.

## How does this vote affect future plans for parks and city facilities?

This park plan is considered the first phase of four in an overall community improvement plan including a new community center, library, and pool. Residents will have an opportunity to vote approval on each of these following phases separately such that a vote for or against this phase does not provide consent or opposition to future phases.

## If the Public Measure passes, can the list of park projects be changed?

The list of projects cannot be changed though the aspects of each part however may be altered slightly to meet design and construction requirements. Income received from these ballot measures may not be used for any other purposes than what is identified in the language specified.

## Why conduct these park improvements?

- Bettering the parks in West Branch:
- Improve the quality of life of existing residents
  - Encourage both residential and commercial growth
  - Allow for residents to participate in local events rather than in larger nearby communities
  - Foster community interaction

If you have questions...

## Information Night

October 22nd, 2015  
 6:00p.m. - 6:30 p.m.

City Council Chambers  
 110 N Poplar St.

Refreshments will be provided!

## Sample Ballot

 Official Ballot Regular City Election and Special Election Cedar County, State of Iowa Tuesday, November 3, 2015 City of West Branch Cedar County Commissioner of Elections <i>Cari Hutton</i>		
<b>INSTRUCTIONS TO VOTERS</b> To vote, fill in the oval completely next to your choice, like this: <input checked="" type="radio"/> To cast a write-in vote, you must fill in the oval completely and write the name of your candidate on the line provided. If you make a mistake, do not cross out, exchange your ballot for a new one. <b>PUBLIC MEASURE</b> Notice to voters: To vote to approve any question on this ballot, fill in the oval in front of the word "Yes". To vote against a question, fill in the oval in front of the word "No".		
<b>For County Board of Supervisor To Fill Vacancy</b> (Vote for no more than one) <input type="radio"/> Steve Agne (REP) <input type="radio"/> David R Larson (DEM) <input type="radio"/> (Write-in vote, if any)	<b>For Mayor To Fill Vacancy</b> (Vote for no more than one) <input type="radio"/> Roger Laughlin <input type="radio"/> (Write-in vote, if any) <b>For Councilperson At Large</b> (Vote for no more than three) <input type="radio"/> Jordan Elyson <input type="radio"/> Colton Miller <input type="radio"/> Brian Pierce <input type="radio"/> (Write-in vote, if any) <input type="radio"/> (Write-in vote, if any) <input type="radio"/> (Write-in vote, if any)	<b>PUBLIC MEASURE K</b> <b>SHALL THE FOLLOWING PUBLIC MEASURE BE ADOPTED?</b> Shall the City of West Branch, in Cedar and Johnson Counties, Iowa, enter into a loan agreement and issue bonds in an amount not exceeding \$4,000,000 for the purpose of paying the cost, to that extent, of undertaking the West Branch Park Improvements Project, including ball diamonds; volleyball courts; lighting improvements; playground equipment; concessions, restroom and shelter facilities; recreation trails; landscaping; parking lots; and the installation of related public infrastructure improvements? <input type="radio"/> YES <input type="radio"/> NO