

City of West Branch

~ A Heritage for Success ~

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

CITY COUNCIL MEETING AGENDA
Monday, June 6, 2011 • 7:00 p.m.
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

1. Call to order
2. Roll call
3. Welcome
4. Approve Agenda/Consent Agenda/Move to action
 - a. Approve minutes from the May 16, 2011 City Council Meeting.
 - b. Approve minutes from the May 16, 2011 City Council Work Session.
 - c. Approve claims.
 - d. Approve amended Iowa Department of Transportation Five-Year Agreement for Maintenance and Repair of Primary Roads in Municipalities.
 - e. Approve FY12 Cigarette Permit renewals for: Kum & Go; Dewey's Jack & Jill; Herb n' Lou's; Casey's General Store #2424; and BP Amoco.
 - f. Approve Annual Software Maintenance Agreement with TAC 10, Inc. for \$620 for the service period from June 1, 2011 through May 31, 2012.
 - g. Approve Class B Liquor license with Outdoor Service, Living Quarters and Sunday Sales for PI Lounge.
 - h. Approve General Agreement between the United States Department of the Interior National Park Service and the West Branch Fire/Rescue Department, City of West Branch, Iowa.
 - i. Approve payment of \$128,744.95 to Garling Construction for payment of May bills per the City of West Branch Fire Station New Addition – New Roof Agreement.
5. Communications/Open Forum
6. Public, Department Heads, Commissions, City Administrator and City Council
 - a. Public Hearing per Section 384.38(3a) of the Code of Iowa for the purpose of the creation of a wastewater connection fee district.
 - b. First reading of Ordinance 680, establishing the West Branch Wastewater Lift Station Connection Fee District./Move to action.
 - c. Approve West Branch Community Trails Plan./Move to action.
 - d. Approve Resolution 941, setting salaries for appointed officers and employees of the City of West Branch, Iowa for the fiscal year 2011-2012./Move to action.
 - e. Set the salaries for Gerry Brick, Part-Time Public Works Employee, at \$14/hour and John Grimm, Part-Time Public Works Employee at \$12/hour.

Mayor: Don Kessler • **Council Members:** Mark Worrell, David Johnson, Robert Sexton, Jim Oaks, Dan O'Neil
City Administrator/Clerk: Matt Muckler • **Deputy City Clerk:** Dawn Brandt • **Library Director:** Nick Shimmin
Parks & Recreation Director: Melissa Russell • **Police Chief:** vacant • **Fire Chief:** Kevin Stoolman

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CITY COUNCIL MEETING AGENDA Monday, June 6, 2011 • 7:00 p.m. (continued) City Council Chambers, 110 North Poplar Street *Action may be taken on any agenda item.*

- f. Approve Resolution 942, to withdrawal the City of West Branch from the Cedar County Economic Development Commission Joint Agreement./Move to action.
 - g. Approve Resolution 943, adding sexual orientation and gender identity to non-discrimination categories in City of West Branch agreements./Move to action.
 - h. Accept resignation from Nicklaus A. Ulrich as reserve officer of the West Branch Police Department./Move to action.
 - i. Approve Resolution 944, amending the West Branch, Iowa Employee Handbook./Move to action.
 - j. Set a public hearing for the purpose of vacating the 16' alley located to the south of Lot 19, and to the north of Lot 20 in Block 9 in Townsend and Gue's Addition, to West Branch, Cedar County, Iowa, generally located near North Fifth Street in between East Main Street and East Green Street./Move to action.
 - k. Accept resignation of Virgil Gingerich from the Planning and Zoning Commission./Move to action.
 - l. City Council Appointments/Reappointments/Move to action.
 - i. Roger Laughlin – Planning & Zoning Commission
 - ii. Al Rozinek – Planning & Zoning Commission
 - iii. John W. Fuller – Planning & Zoning Commission
7. Mayor
- a. Appointments/Reappointments/Move to action.
 - i. Lisa Corr – Parks & Recreation Commission
8. Reports
- a. Officer Kory Hanna – Introductions of Police Department Staff
 - b. Crime Data Processor Gina Heick – West Branch Police Dept. Monthly Report
 - c. City Attorney Kevin Olson – Police Chief Job Description
 - d. City Attorney Kevin Olson – Police Chief Recruitment
9. Adjourn

Mayor: Don Kessler • **Council Members:** Mark Worrell, David Johnson, Robert Sexton, Jim Oaks, Dan O'Neil
City Administrator/Clerk: Matt Muckler • **Deputy City Clerk:** Dawn Brandt • **Library Director:** Nick Shimmin
Parks & Recreation Director: Melissa Russell • **Police Chief:** vacant • **Fire Chief:** Kevin Stoolman

(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

**May 16, 2011
7:00 p.m.**

Mayor Don Kessler opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator/Clerk Matt Muckler, Deputy City Clerk Dawn Brandt, Library Director Nick Shimmin, Park & Rec. Director Melissa Russell, Fire Chief Administrator Dick Stoolman, Officer John Hanna, and Officer Tom Stewart.

Council members: Mark Worrell, David Johnson, Robert Sexton, Dan O'Neil and Jim Oaks.

APPROVE AGENDA/CONSENT AGENDA

- a) Approve minutes from the May 2, 2011 City Council Meeting.
- b) Approve claims.
- c) Approve Class E Liquor license with privileges: Class B Carryout Wine permit, Class C Beer permit, and Sunday Sales permit for Kum & Go, LC, dba Kum & Go #254.

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

5/16/2011

**CITY OF WEST BRANCH
CLAIMS REGISTER REPORT**

ADVANCED DRAINAGE SYSTEM	STREETS - SUPPLIES	180.20
ALLIANT ENERGY	VARIOUS DEPTS - UTILITIES	7,463.08
	WATER - UTILITIES	60.07
AMAZON	LIBRARY - BOOKS	105.93
AMSAN	POLICE/TOWN HALL - SUPPLIES	71.43
	ADMIN/LIBRARY - SUPPLIES	67.97
	LIBRARY - BALLAST	28.97
	LIBRARY - BALLASTS	57.94
ANDREWS, ALISON	ACH PAYROLL EXPENSE	200.20
ARAMARK UNIFORM SERVICES	ADMIN/STREETS/WATER - SERVICE	386.15
BAKER & TAYLOR BOOKS	LIBRARY - BOOKS	736.25
	LIBRARY - BOOKS	46.43
BARRON MOTOR SUPPLY	POLICE - SUPPLIES	1.95
	STREETS/WATER - SUPPLIES	61.49
BDC BUILDING PLAN REVIEW	ADMIN - BLDG INSPECTIONS	132.30
BLOEM, DAVID	ACH PAYROLL EXPENSE	1,256.18
BLUE CROSS BLUE SHIELD	LIFE INS.	8.00
	DENTAL INS	72.30
	HEALTH INS	627.16
BORLAND-KAALBERG, ASHLEY	ACH PAYROLL EXPENSE	569.48
BP AMOCO	CEMETERY/STREETS - FUEL	1,059.29
	FIRE - FUEL	8.07
	POLICE - FUEL	517.64
BRANDT, DAWN	ACH PAYROLL EXPENSE	1,193.93
BRICK, GERRY	ACH PAYROLL EXPENSE	123.70
CDW GOVERNMENT INC.	POLICE - APC BATTERY	61.94
	POLICE - ADAPTER FOR COMPUTER	21.94
CEDAR COUNTY COOPERATIVE	FIRE - FUEL	1,598.13
CEDAR RAPIDS PHOTO COPY	LIBRARY - SERVICE	22.34
	LIBRARY - SERVICE	33.68
CHAUNCEY BUTLER POST 514	POLICE - FLAGPOLE	38.00
COLLECTION SERVICE CNTR.	CHILD SUP.	245.90
CREATIVE SOFTWARE SERVICE	ADMIN - COMPUTER CONSULT	382.47
	POLICE - COMPUTER CONSULT	127.50
	ADMIN - COMPUTER CONSULT	1,160.95
CROELL REDI-MIX, INC.	WATER - CONCRETE	458.50
DAN'S OVERHEAD DOORS	FIRE - SERVICE/REPAIR	259.29
DAVE'S WELDING & REPAIR	STREETS - REPAIR OSHKOSH	110.58
ED.M.FELD EQUIPMENT CO.	FIRE - EQUIPMENT	2,063.30

	FIRE - SUPPLIES	64.00
EMERGENCY SERVICES MARKE	FIRE - TELEPHONE CHARGES	5.74
FARM & HOME PUBLISHERS	LIBRARY - BOOK	39.20
FLEET SERVICES	POLICE - FUEL	163.47
GENERAL PEST CONTROL	PARK & REC - SERVICE	100.00
GIERKE-ROBINSON CO	STREETS - SUPPLIES	300.23
GOODALE, MATTHEW	WATER - REIMBURSEMENT	850.00
	ACH PAYROLL EXPENSE	1,253.22
GREATAMERICA LEASING	ADMIN -COPIER SERVICE CONTRACT	252.06
GRIMM, JOHN	PAYROLL EXPENSE	376.50
HANNA, JOHN	ACH PAYROLL EXPENSE	1,002.31
HAWKINS WATER TREATMENT	WATER - SUPPLIES	1,386.70
HEICK, GINA	ACH PAYROLL EXPENSE	111.59
HY-VEE ACCOUNTS RECEIVABLE	PARK & REC - SUPPLIES	202.00
INTERNAL REVENUE SERVICE	FEDERAL W/H	1,815.84
	FICA-MED.CAR	2,131.79
	FICA-MED.CAR	594.44
IOWA BUSINESS SUPPLY	ADMIN - OFFICE SUPPLIES	36.95
	WATER/SEWER - OFFICE SUPPLIES	67.60
	ADMIN - OFFICE SUPPLIES	14.95
	PARK & REC - COPY PAPER	36.95
	POLICE - INK CARTRIDGES	76.98
IOWA CITY PRESS-CITIZEN	LIBRARY - SUBSCRIPTION	78.27
IOWA DIVISION OF LABOR	PARK & REC -BOILER INSPECT	380.00
IOWA DNR	SEWER - CERTIFICATION EX	30.00
	WATER - OPERATOR CERTIFI	120.00
	SEWER - OPERATOR CERTIFI	180.00
IOWA NETWORK SERVICES INC	ADMIN - SERVICE	26.99
IOWA ONE CALL	WATER/SEWER - SERVICE	58.50
IPERS	IPERS	1,882.33
	IPERS	797.94
JOHNSON COUNTY REFUSE INC	RECYCLING - APRIL	3,553.00
KARR, DANIEL	PAYROLL EXPENSE	1,159.56
KESSLER, DONALD	PAYROLL EXPENSE	186.20
KNOCHE, REBECCA	ACH PAYROLL EXPENSE	685.51
KUSTOM SIGNALS INC	POLICE - SERVICE	231.00
LEASE CONSULTANTS CORP	LIBRARY - SERVICE CONTRACT	59.00
LIBERTY COMMUNICATIONS	VARIOUS DEPTS - PHONE SERVICE	1,064.72
LINN COUNTY R.E.C.	STREETS - UTILITIES	102.00
MARTIN, CODY	WATER - CREDIT REFUND	14.86
MAS MODERN MARKETING	POLICE - SUPPLIES	358.01
MENARDS	WATER/ADMIN - SUPPLIES	61.52
	TOWN HALL - SUPPLIES	78.82
MOORE'S WELDING INC	STREETS - GRATE FOR STORM	671.59
MOSS, TIMOTHY	ACH PAYROLL EXPENSE	1,002.31
MUCKLER, MAT	ADMIN - REIMBURSEMENT	119.40
MUCKLER, MATTHEW	ACH PAYROLL EXPENSE	1,863.38
NASH, ANN	ADMIN - CLEANING	240.00
NAUMAN SOD FARMS	CEMETERY - SOD	40.65
O'NEIL, PAUL	ACH PAYROLL EXPENSE	1,087.64
OFFICE OF AUDITOR IOWA	ADMIN - FY10 AUDIT	9,531.05
OLSON, ATTY KEVIN	LEGAL - LEGAL SERVICES MAY	1,250.00
PALMER, MIRANDA	PARK & REC - REFUND	25.00
PEDEN, SHANELLE	CABLE - VIDEOTAPING	100.00
PITNEY BOWES INC	ADMIN - POSTAGE METER SUPPLIES	345.94
PITNEY BOWES PURCHASE	WATER - POSTAGE	500.00
	LIBRARY - POSTAGE	500.00
PLATO ELECTRIC	TOWN HALL - INSTALLATION	700.00
	TOWN HALL - SERVICE	1,200.00
PLUNKETT'S PEST CONTROL	ADMIN - SERVICE	45.76
PORT 'O' JONNY INC.	PARK & REC - SERVICE	80.00
	CEMETERY - SERVICE	80.00
PRESLAN, KEVIN & KELLY	WATER - CREDIT REFUND	66.88
QC ANALYTICAL SERVICES	SEWER - TESTING	552.00
QUILL CORP	LIBRARY - OFFICE SUPPLIES	11.97
	LIBRARY - NAME BADGE HOLDER	15.29
	LIBRARY - OFFICE SUPPLIES	67.93
RUSSELL, MELISSA	PARK & REC - REIMBURSEMENT	69.55
	ACH PAYROLL EXPENSE	869.36
SHIMMIN, NICHOLAS	ACH PAYROLL EXPENSE	987.32

SIMKIN, ATTY DOUGLAS W	POLICE - LEGAL SERVICE	212.50
SPRINT	POLICE - SERVICE	179.97
STEWART, THOMAS	ACH PAYROLL EXPENSE	1,101.00
STREICHER'S INC.	POLICE - LED LIGHT	117.98
SULZNER, ELLEN	COOKSON/TOWN HALL - CLEANING	544.00
	COOKSON/TOWN HALL - CLEANING	445.00
THE LIBRARY STORE INC	LIBRARY - SUPPLIES	12.10
THEIN MOTOR SALES	POLICE - OIL CHANGE CHARGER	40.80
TREAS. STATE OF IOWA	STATE WTH.	877.00
TREAS. STATE OF IOWA	IOWA SALES TAX - MAY	1696.95
UPS	SEWER & POLICE - SHIPPING	30.74
	SEWER - SHIPPING	22.38
	SEWER - SHIPPING	22.38
	SEWER - SHIPPING	22.58
US CELLULAR	VARIOUS DEPTS - PHONE SERVICE	394.04
	POLICE - PHONE SERVICE	214.08
	FIRE - PHONE SERVICE	37.02
USA BLUE BOOK	WATER/SEWER - SUPPLIES	143.47
VEENSTRA & KIMM INC.	LEGAL SERVICES - ENGINEERING	625.80
VIRGIL'S REPAIR SERVICE	STREETS - SERVICE	27.00
WALLICK, CLAUDIA	ACH PAYROLL EXPENSE	128.67
WALMART COMMUNITY/GEMB	LIBRARY - SUPPLIES	171.30
WARGO, BARBARA	ACH PAYROLL EXPENSE	175.66
WATER SOLUTIONS UNLIMITED	WATER - SUPPLIES	1,500.00
WELLMARK, INC.	ADMIN - FLEX ADMINISTRATION	626.60
	ADMIN - FLEX DEBIT CARDS	36.00
WEST BRANCH REPAIRS	FIRE - SERVICE	229.29
WEST BRANCH TIMES	VARIOUS DEPTS - PUBLICATIONS	721.97
ZEPHYR COPIES & DESIGN	FIRE - COPIES	31.37
	GRAND TOTALS	76,022.05

FUND TOTALS

001 GENERAL FUND	42,513.14
022 CIVIC CENTER	2,793.62
031 LIBRARY	5,386.60
110 ROAD USE TAX	4,301.85
111 POLICE RECOVERY ACT GRANT	142.33
112 TRUST AND AGENCY	3,037.52
600 WATER FUND	12,510.47
610 SEWER FUND	5,336.52
****	76,022.05

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

Water, Sewer, Recycling	\$ 45,585.53	Cedar Co. Property Tax	\$ 424,612.30
Water Utility Deposits	\$ 300.00	Johnson Co. Prop. Tax	\$ 19,756.66
Cookson Rent	\$ 650.00	Road Use Tax	\$ 15,091.21
Town Hall Rent	\$ 370.00	Fines	\$ 999.99
Misc.	\$ 297.25	Twp. Fire Contract	\$ 4,000.00
Library	\$ 7,457.64	Building Permits	\$ 4,482.23
Donations	\$ 1,100.00	Police Department Grant	\$ 7,048.09
Interest	\$ 342.81	Krouth Fund Interest	\$ 0.32
Investments Interest	\$ 543.37	M. Gray Savings Interest	\$ -
Cable fees	\$ 2,254.39	Cemetery Perp. Care Int.	\$ 0.75
Hometown Days	\$ -	MV Fuel Tax Refund	\$ 286.44
Cat & Dog Registrations	\$ 90.00	Reimbursement/Refunds	\$ -
Beer & Liquor Lic. Fees	\$ -	Grave Openings	\$ -
Park & Rec. Activities	\$ 1,360.00	Cemetery Lots	\$ 1,000.00
SUBTOTAL	\$ 60,350.99	SUBTOTAL	\$ 477,277.99
		TOTAL	\$ 537,628.98

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

Funds	Bank Balance	Investments	Total
001 General	\$ 250,832.23	\$ 202,389.95	\$ 453,222.18
011 Police Donations	\$ 8,851.54	\$ -	\$ 8,851.54

014 Fire Dept. Donations	\$	61,200.00	\$	-	\$	61,200.00
018 Park Donations	\$	5,388.71	\$	-	\$	5,388.71
022 Civic Center	\$	33,740.60	\$	-	\$	33,740.60
031 Library Operating	\$	22,563.22	\$	16,312.85	\$	38,876.07
036 Tort Liability	\$	31,421.17	\$	-	\$	31,421.17
050 Home Town Days	\$	11,473.28	\$	-	\$	11,473.28
110 Road Use Tax	\$	199,922.12	\$	29,922.47	\$	229,844.59
111 Police Recovery Act Grant	\$	(4,268.92)	\$	-	\$	(4,268.92)
112 Trust & Agency	\$	39,531.54	\$	-	\$	39,531.54
119 Emergency Tax Fund	\$	58,452.36	\$	-	\$	58,452.36
121 Local Option Tax	\$	-	\$	-	\$	-
125 TIF	\$	841,625.41	\$	-	\$	841,625.41
160 Economic Develop.	\$	138,934.85	\$	-	\$	138,934.85
200 Debt Service	\$	1,354.33	\$	-	\$	1,354.33
226 SRF Debt Service	\$	128,099.37	\$	-	\$	128,099.37
300 Capital Improvement	\$	-	\$	-	\$	-
500 Cemetery Perpetual	\$	9,855.72	\$	88,000.00	\$	97,855.72
501 Krouth Fund Principal	\$	-	\$	101,330.73	\$	101,330.73
502 Krouth Enlow Int. Fund	\$	8,502.07	\$	16,035.14	\$	24,537.21
600 Water Operating	\$	236,235.74	\$	123,900.21	\$	360,135.95
603 Water Sinking Fund	\$	43,566.64	\$	-	\$	43,566.64
610 Sewer Operating	\$	157,554.83	\$	76,587.19	\$	234,142.02
TOTAL	\$	2,284,836.81	\$	654,478.54	\$	2,939,315.35

COMMUNICATIONS/OPEN FORUM

Becky Frederick announced that Main Street is sponsoring a free Jazz & Pop concert at the Village Green on Friday, May 20, 2011 starting at 7:00 p.m. The event will feature the West Branch High School Jazz Band with a special Flag Raising Ceremony by American Legion Post 514.

Library Director Nick Shimmin gave an update on the summer reading program. Sign-up for all programs will begin on Wednesday, May 25, 2011. This year's programs are about different places "One World, Many Stories" is the theme for kids, "You are Here" is the teen theme and adults will be exploring "Novel Destinations."

PUBLIC, DEPARTMENT HEADS, COMMISSIONS, CITY ADMINISTRATOR AND CITY COUNCIL

Accept David Bloem's resignation and approve voluntary resignation Agreement./Move to action.

Council member David Johnson said that he is sorry to see David Bloem go, and he thinks that he was probably an under-appreciated police chief and hopes he will find very good employment soon.

Mayor Kessler said he wanted to wish David all the luck in the world and thank him for five years, and to wish him luck in his new endeavor.

West Branch resident Robyn Hunter thanked Bloem for his five years of service and the good that he did for this community. Ms. Hunter stated that despite media reports, Chief Bloem's resignation had nothing to do with the Cedar County dispatcher issue.

Motion by Worrell, second by Sexton to accept David Bloem's resignation and approve voluntary resignation agreement. Roll call vote – AYES: Worrell, Sexton, O'Neil, Oaks. NAYS: Johnson. Motion carried.

Public Hearing on the issuance of not to exceed \$400,000 General Obligation Local Option Sales Tax Bonds for the purpose of financing the West Branch Fire Department Expansion Project.

The West Branch City Council opened the meeting for the purpose of a Public Hearing on the matter of the issuance of not to exceed \$400,000 General Obligation Local Option Sales Tax Bonds for the purpose of financing the West Branch Fire Department Expansion Project.

There were no written or oral comments.

Resolution 940, to approve the issuance of not to exceed \$400,000 General Obligation Local Option Sales Tax Bonds for the purpose of financing the West Branch Fire Department Expansion Project./Move to action.

City Administrator Matt Muckler said that the local bank with the lowest rate is requiring a bond attorney or our attorney to sign the loan documents. Attorney Olson has agreed to sign this loan agreement. In the future when there are larger projects we would need to use a bonding attorney, as our city attorney will not be able to sign documents as he is not insured for this type of work.

Motion by Worrell, second by Sexton to approve resolution 940. Roll call vote – AYES: Worrell, Sexton, Johnson, O’Neil, Oaks. Motion carried.

Public Hearing on amending the current budget for the fiscal year ending June 30, 2011.

The West Branch City Council opened the meeting for the purpose of a Public Hearing on the matter of amending the current budget for the fiscal year ending June 30, 2011.

There were no written or oral comments.

Approve Resolution 938, amending the current budget for the fiscal year ending June 30, 2011./Move to action.

Motion by Johnson, second by Worrell to approve Resolution 938, amending the current budget for the fiscal year ending June 30, 2011. Roll call vote – AYES: Johnson, Worrell, Sexton, O’Neil, Oaks. Motion carried.

Approve Resolution 939, establishing RAGBRAI vendor fees in the West Branch Schedule of Fees./Move to action.

Park & Recreation Director Melissa Russell said that the vendor fees will help offset City costs for entertainment, promotions and portable restroom facilities.

Motion by Sexton, second by Worrell to approve Resolution 939. Roll call vote – AYES: Sexton, Worrell, Johnson, O’Neil, Oaks. Motion carried.

Approve Subdivider’s Agreement on Meadows Subdivision between the City of West Branch, IA and KLM Investment, L.L.C./Move to action.

Kevin Olson asked Council to amend page one, section 1 to correct wording from storm water connections to STORZ connections by voice vote.

Motion by Sexton, second by Johnson to amend page one, section 1 to correct wording from storm water connections to STORZ connections. Roll call vote – AYES: Sexton, Johnson, Worrell, O’Neil, Oaks. Motion carried.

Motion by Worrell, second by Sexton to approve Subdivider’s Agreement on Meadows Subdivision between the City of West Branch, IA and KLM Investment, L.L.C. Roll call vote – AYES: Worrell, Sexton, Johnson, O’Neil, Oaks. Motion carried.

Approve a variance on street grades in Meadows Subdivision Preliminary Plat Phase One per 170.15.8.A and 170.22 of the City of West Branch Code of Ordinances./Move to action.

Muckler stated city code requires that street grades not exceed 5%, but the Council has the option to grant a variance. Orange Street would be at a 7% grade that would be a continuation of the existing grade in Pedersen Valley on Orange St. So it would continue in the new development at 7%.

Motion by Sexton, second by Worrell to approve variance on street grades in Meadows Subdivision Preliminary Plat Phase. Roll call vote – AYES: Sexton, Worrell, Johnson, O’Neil, Oaks. Motion carried.

Approve a variance on the street right-of-way widths in Meadows Subdivision Preliminary Plat Phase One per 170.15.5.D(2) and 170.22 of the City of West Branch Code of Ordinances./Move to action.

Muckler stated that according to the code the collector street should be 34 feet wide. The plat is designed at 31 feet which again continues what was done in Pedersen Valley with the same street.

Motion by Sexton, second by Worrell to approve a variance on the street right-of-way widths in Meadows Subdivision Preliminary Plat Phase One. Roll call vote – AYES: Sexton, Worrell, Johnson, O’Neil, Oaks. Motion carried.

Approve preliminary plat of Meadows Subdivision, pursuant to the execution of the Subdivider’s Agreement between the City of West Branch and KLM Investment, L.L.C./Move to action.

Resident John Fuller felt that this preliminary plat was an improvement over the initial version presented by the developer. He suggested that the City consider the entire development in the future and not a portion thereof, but understood the desire and need on the part of the developer. Mr. Fuller noted that the Council loses the ability to look at an area comprehensively when it proceeds one phase at a time.

Motion by Sexton, second by Worrell to approve preliminary plat of Meadows Subdivision, pursuant to the execution of the Subdivider’s Agreement between the City of West Branch and KLM Investment, L.L.C. Roll call vote – AYES: Sexton, Worrell, Johnson, O’Neil, Oaks. Motion carried.

MAYOR DON KESSLER
Appointments/Reappointments

REPORTS

City Administrator Matt Muckler - Discussion of Police Chief Recruitment

The staff recommendation is to seek a new candidate for the Police Chief position. It will take into the fall to recruit for this position. Council will be involved in the recruitment process. Advertising will start now and be placed in the West Branch Times, Quad City Times, Press Citizen, other local newspapers, and several online recruitment websites. Having applications due by the beginning of July would allow for July recruitment activities and a possible hire in August. This may allow the new chief to start the position in September or October.

Bill Schulte, Executive Director, Cedar County Economic Development Commission (CCEDCO) – CCEDCO 2011 Proposed Plan.

Bill Schulte said that the proposed plan would have the communities that fund CCEDCO now keep their dues for the upcoming year and use it to develop projects within their communities. He is also suggesting an elimination of his position effective July 1, 2011. He does not feel there is a need for three people in the county. Mr. Schulte invited all to attend July 7, 2011 CCEDCO meeting or give Mayor Kessler any comments to bring with him.

ADJOURNMENT

Meeting adjourned by Mayor Kessler. City Council meeting adjourned at 7:26 p.m.

Don Kessler, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

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

**West Branch, Iowa
Council Chambers**

City Council Work Session

**May 16, 2011
6:30 p.m.**

Mayor Don Kessler opened the Work Session by welcoming the audience and the following City staff: City Administrator/Clerk Matt Muckler, City Attorney Kevin Olson, Deputy City Clerk Dawn Brandt.
Council members: Mark Worrell, David Johnson, Dan O'Neil and Jim Oaks. Absent: Robert Sexton.

Discussion of Subdivider's Agreement, two variance requests and preliminary plat of Meadows Subdivision with KLM Investment, Inc.

City Attorney Kevin Olson discussed changes made to the standard subdivider's agreement, which included storm water provisions and the removal of the sidewalk which provided access from Dawson Court to Orange Street in a previous preliminary plat proposal. City Administrator Matt Muckler stated that KLM Investments, LLC are requesting approval on only the first nineteen lots and that the other lots were included on the preliminary plat for illustrative purposes only.

Brad Larson stated that they will be following the same street grade on Orange St. in the new development that is currently on Orange Street in Pedersen Valley. He said that KLM currently anticipates that the width of the road will be thirty-one feet all the way through to Cedar -Johnson Rd.

ADJOURNMENT

Motion by Mayor Kessler to adjourn. City Council Work Session adjourned at 6:43 p.m.

Don Kessler, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

5/31/2011

CITY OF WEST BRANCH
CLAIMS REGISTER REPORT

ANDREWS, ALISON	ACH PAYROLL EXPENSE	238.70
BLOEM, DAVID	ACH PAYROLL EXPENSE	5,653.22
BLUE CROSS BLUE SHIELD	HEALTH INS.	6,271.44
	DENTAL INS.	432.86
	LIFE INS.	52.10
	DENTAL INS	72.30
	HEALTH INS	627.16
BORLAND-KAALBERG, ASHLEY	ACH PAYROLL EXPENSE	537.15
BRANDT, DAWN	ACH PAYROLL EXPENSE	1,173.15
BRICK, GERRY	ACH PAYROLL EXPENSE	170.88
COLLECTION SERVICE CNTR.	CHILD SUP.	245.90
GOODALE, MATTHEW	ACH PAYROLL EXPENSE	1,243.19
GRIMM, JOHN	PAYROLL EXPENSE	394.06
HANNA, JOHN	ACH PAYROLL EXPENSE	1,171.51
HEICK, GINA	ACH PAYROLL EXPENSE	413.60
INTERNAL REVENUE SERVICE	FEDERAL W/H	3,574.31
	FICA-MED.CAR	2,949.91
	FICA-MED.CAR	822.58
IPERS	IPERS	1,941.59
	IPERS	2,046.70
KARR, DANIEL	PAYROLL EXPENSE	1,159.56
KNOCHE, REBECCA	ACH PAYROLL EXPENSE	685.51
MOORE'S WELDING INC	FIRE - NEW RACKS FOR FIR	2,214.54
	FIRE - NEW GRATES FOR FL	1,323.83
MOSS, TIMOTHY	ACH PAYROLL EXPENSE	1,193.47
MUCKLER, MATTHEW	ACH PAYROLL EXPENSE	1,863.38
O'NEIL, PAUL	ACH PAYROLL EXPENSE	1,059.41
RUSSELL, MELISSA	ACH PAYROLL EXPENSE	869.36
SHIMMIN, NICHOLAS	ACH PAYROLL EXPENSE	987.32
STEWART, THOMAS	ACH PAYROLL EXPENSE	958.98
TREAS. STATE OF IOWA	STATE WTH.	1,368.00
VJ ENGINEERING	FIRE - CONTRACT/ENGINEER	11,665.64
	FIRE - PRINTING/POSTAGE	2,025.74
WALLICK, CLAUDIA	ACH PAYROLL EXPENSE	96.50
WARGO, BARBARA	ACH PAYROLL EXPENSE	114.55

EXPENDED 57,618.10

FUND TOTALS

001	GENERAL FUND	34,815.12
031	LIBRARY	2,809.83
110	ROAD USE TAX	2,481.05
111	POLICE RECOVERY ACT GRANT	544.01
112	TRUST AND AGENCY	8,638.69
600	WATER FUND	4,176.47
610	SEWER FUND	4,152.93
	****	57,618.10



Iowa Department of Transportation

District 6 Maintenance Office
5455 Kirkwood Blvd. SW, Cedar Rapids, IA 52404

(319) 365-3558
Fax (319) 730-1564

May 11, 2011

Ref: 832
City of West Branch

Matt Muckler, Clerk
City of West Branch
PO Box 218
West Branch, IA 52358-0218

Dear Matt:

On April 18, 2011, I mailed out a new five-year Agreement for Maintenance and Repair of Primary Roads in Municipalities between the City of West Branch and the Iowa Department of Transportation that needed to be reviewed and executed. This agreement outlines the responsibilities for maintenance and repair of the primary roads within the corporate limits of the city during the period of July 1, 2011 through June 30, 2016.

This letter is to inform you that since I mailed this agreement to you the Iowa Department of Transportation recently made some minor wording changes to it. The changes made were in the following areas:

- Adding an Iowa Code in the beginning paragraph
- Additional wording in Section II, A, 5; Section II, B, 2; Section II, C, 2-3
- Modification of Iowa Code noted in Section III, B

Due to these changes, I have enclosed a revised copy of the five-year Agreement for Maintenance and Repair Roads in Municipalities between the City of West Branch and the Iowa Department of Transportation reflecting the new changes. ***This new agreement will replace the previous agreement that you may have already returned or that is currently in your possession.***

Please review and if in agreement, have the appropriate authority sign their approval. It will then need to be returned to this office for approval by our district engineer. A final copy will be returned to you for your files.

If you have any questions or concerns regarding the agreement, please contact me and we can discuss these issues.

Sincerely,

A handwritten signature in black ink that reads "John Wilson".

John Wilson
District Maintenance Manager

JW/dh
Enclosure



Iowa Department of Transportation

Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of West Branch, Cedar County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department, on July 1, 2011, is hereby rescinded. The Parties hereby make and enter into the following new Agreement.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-.23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

I. The Department shall maintain and repair:

A. Freeways (functionally classified and constructed)

1. Maintain highway features including ramps and repairs to bridges.
2. Provide bridge inspection.
3. Highway lighting.

B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)

1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
5. Vehicular Bridges: Structural maintenance and painting as necessary.
6. Provide bridge inspection.

C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)

1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.

D. City Streets Crossing Freeway Rights of Way (See II.C)

1. Roadsides within the limits of the freeway fence.
2. Surface drainage of right of way.
3. Traffic signs and pavement markings required for freeway operation.
4. Guardrail at piers and bridge approaches.
5. Bridges including deck repair, structural repair, berm slope protection and painting.
6. Pavement expansion relief joints and leveling of bridge approach panels.

II. The Municipality shall maintain and repair:

A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)

1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
6. Clean, sweep and wash streets when considered necessary by the Municipality.
7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

1. Maintain and repair highway facilities due to utility construction and maintenance.
2. Removal of trees as necessary and the trimming of tree branches as necessary.
3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
2. Mark traffic lanes on the cross street.
3. Remove snow on the cross street, including bridges over the freeway.
4. Clean and sweep bridge decks on streets crossing over freeway.
5. Maintain all roadside areas outside the freeway fence.
6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
- B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
- C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
- D. To comply with the current Utility Accommodation Policy of the Department.
- E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.

IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.

V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.

VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.

VII. This Agreement shall be in effect for a five year period from July 1, 2011 to June 30, 2016

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____
District Engineer

Date _____

Date _____



Service Level Agreement

This Service Level Agreement is entered into this _____ day of _____, 2011, by and between TAC 10, Inc. ("TAC 10") and the West Branch IA Police Department ("Customer").

WHEREAS, Customer has entered into a separate Software License Agreement for certain software products with SMART Public Safety Software, Inc. ("SMART") and whereas TAC 10 is now the owner of substantially all the assets of SMART, including all Software being used by Customer and also including Customer's Software License Agreement with SMART ("Software"), TAC 10 and Customer desire to enter into this Service Level Agreement to set forth the terms and conditions under which TAC 10 will provide support and maintenance services to Customer for its use of the Software.

In consideration of the mutual promises, considerations and covenants contained herein, TAC 10 and Customer hereto agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, TAC 10 agrees to provide the following support and maintenance services (the "Services") to Customer with respect to the Software:

(a) TAC 10 will use its reasonable efforts to correct within a reasonable time reported failures of the Software to substantially conform to or perform substantially in accordance with TAC 10's published user documentation. In the event the Software does not perform in accordance with its published user documentation, TAC 10 will provide an estimate of how long it will take to provide a software update, patch, workaround, or documentation change;

(b) TAC 10 will make available to Customer, on TAC 10's website or otherwise, all revisions, updates or minor version upgrades within Customer's version of the Software that TAC 10 makes available generally to licensees under maintenance (collectively, "Updates"); provided, however, that installation, implementation, and other services or out-of-pocket costs in connection with the Updates are not included in the maintenance services; and

(c) TAC 10 will provide Customer advice, consultation and assistance in using the Software remotely by telephone, fax, or e-mail during normal business hours, between 8 AM and 5 PM CT, Monday through Friday, excluding holidays. TAC 10 technical staff will be available for after hours officer safety emergency issues on an on-call basis. (See explanation below.) Customer will use the same telephone number for after hours support as during normal business hours. Customer will bear all telephone and other expenses that it may incur in connection with the Help Desk Support.

Normal Business Hours Help Desk Support includes:

- *Isolating and resolving problems that require in-depth software knowledge*
- *Guidance in locating solutions to known problems*
- *Information to resolve procedural problems*

Initials: _____

Page 1 of 6

- *Answers to frequently asked questions*
- *Provision of temporary work-around procedures to circumvent a problem until a code-level fix is provided*
- *Code-level patches for problem resolution*

After Hours Emergency Issues:

After hours support includes emergency only issues that present officer safety concerns. Any after hours support beyond this, which is required by Customer, will be billable and payable on a monthly basis at TAC 10's then current commercial hourly rate.

If customer desires continuous after hours help desk support, TAC 10 will negotiate with Customer a mutually acceptable premium amount to be added to Customer's previous annual software maintenance payment.

Officer Safety issues include:

- *Failure of dispatch NCIC terminal to run person or plate queries*
- *Failure of mobile NCIC queries, provided active mobile connection to Customer network is intact and operational*
- *Failure of mobile units to log in, provided access to agency network is intact and operational*
- *Failure of CAD field stop or call screen*
- *Failure of Jail Management System to release or book inmates in State required timeframe*

2. Limitation on Services. TAC 10's obligation to provide the Services applies only to the current 'major' version of the Software and related minor versions. Three hundred and sixty five (365) days after a new major version of the Licensed Software is released, TAC 10 may, at its option, discontinue providing Services for any prior major versions. TAC 10 will make available to Customer any new major versions of the Licensed Software at TAC 10's then applicable license fees. The Services provided by TAC 10 under this Agreement do not include addressing problems resulting from:

- any modification of or damage to the Software or its operating environment,
- Customer's failure to operate the Software in the proper hardware and software environment,
- Customer's failure to operate the Software in accordance with TAC 10's documentation and/or instructions, or
- Customer's failure to implement any updates, improvements, modifications, patches and/or bug fixes provided by TAC 10.

3. Customer Responsibilities.

Throughout the term of this Agreement, Customer shall:

- provide to TAC 10 a written notification and description of any failure of the Software to perform as expected and cooperate with TAC 10 in identifying, reproducing and diagnosing the cause of any claimed failure;
- provide qualified personnel to operate and administrate the Software, including without limitation: adding users to the system, assigning privilege levels, providing audits of operation and other tasks necessary to the hardware and software environment provided by Customer;
- provide a single technical contact to coordinate help desk requests;
- provide a single business contact to coordinate requests not directly related to the use and/or performance of the Software; and

Initials: _____

- (e) provide and maintain remote access via terminal server, or other remote access method deemed necessary by TAC 10, to allow acceptable access in execution of its responsibilities under this Service Level Agreement.
- (f) back up databases used by agencies in conjunction with the Software included in this Software License Agreement and Service Level Agreement.

Network/system problems: This Agreement encompasses the support of the Software only, and does not include the support of hardware, network or other peripheral or third party software, including but not limited to servers, tape backup drives, workstations, printers, network cabling and scope processor cabling, whether or not installed by TAC 10, that may be used in the operation of the Software. Customer is solely responsible for providing an operating environment capable of meeting the performance standards necessary for the proper operation of the Software, as specified by TAC 10. In addition, should agency be unable to resolve network performance on its own, TAC 10 reserves the right to send TAC 10 staff to resolve the issues or to hire an outside consultant to do the same at Customer's expense. If after diagnosis, the problem is determined to be caused due to TAC 10's fault or error, Customer will not bear any of the cost of the diagnosis or problem resolution.

System maintenance: Customer will clean workstations on a regular basis to eliminate the presence of spyware, adware, computer viruses, etc.

Hardware specifications: TAC 10 will provide Customer with minimum specification requirements for Customer's workstations, mobile units and servers. The specifications are determined by TAC 10 to ensure proper Software performance. These specifications do not allow for the following:

- *Multiple databases operating from a single server for multiple software applications*
- *Sharing systems for non-system (OS) programs*
- *Operating non-TAC 10 software programs on workstations used for TAC 10 Software operation*

Examples: shareware, music players, streaming video, excessive Internet surfing, etc.

In extreme situations, troubleshooting for violations of specification guidelines may result in additional support cost to be billed to Customer. In addition, any additional work required on TAC 10's part to reload any TAC 10 Software because of viruses or Customer deletion will be conducted at Customer's expense.

4. Term. The term of this Agreement shall commence upon the date first listed above (the "Commencement Date") and shall continue in force and effect for a period of one (1) year thereafter (hereinafter "Initial Term") unless sooner terminated as provided herein. This Agreement shall automatically renew for successive one (1) year periods (hereinafter "Renewal Term(s)") on each anniversary of the Commencement Date, unless either party notifies the other party in writing, at least thirty (30) days before the end of the term, of its election not to renew. Once the actual Commencement Date has been established, the parties shall insert the Commencement Date and initial below:

5. Termination. TAC 10 shall have the right to terminate this Agreement and all Services hereunder, without notice to Customer, upon the termination of Customer's Software License Agreement or upon determination that Customer is in violation of any part of this Agreement, or upon Customer's failure to pay any Maintenance Fees within fifteen (15) days after the due date.

6. Payments.

(a) Maintenance Fees. Customer agrees to pay TAC 10 annual support and maintenance fees in the amounts similar to those set forth in Addendum 2 to the Software License Agreement (the "Maintenance Fees"). The Maintenance fee for the Initial Term will be negotiated separately by the parties. The Maintenance Fee for each Renewal Term is due the first day of each such Renewal Term. TAC 10 may adjust the Maintenance Fees upon the expiration of the Initial Term or any subsequent Renewal Term. Should Customer choose not to accept the adjustment to the Maintenance Fees, Customer shall have the right to cancel this Agreement by providing written notice to TAC 10 within a

Initials: _____

thirty (30) day period after receiving the notice of fee adjustment from TAC 10. All applicable taxes will be paid by Customer.

(b) Late Fees; Collection Fees. If Customer fails to timely pay any amount due to TAC 10 hereunder, Customer agrees to pay late charges of one and one-half percent (1½%) per month on outstanding balances (or, if such amount is greater than the highest interest rate permitted by law, such amount shall automatically be reduced to the highest rate so permitted by law). Customer also agrees to pay any and all costs incurred by TAC 10 in collecting any past due amounts, including without limitation reasonable attorney fees.

(c) Discontinuance. In the event Customer fails to timely pay any amount due to TAC 10 hereunder or under the Software License Agreement, then in lieu of exercising its right to terminate this Agreement under Section 5, TAC 10 may discontinue providing the Services until such time as Customer is current in the payment of all amounts due under this Agreement and the Software License Agreement, including all late fees. In no way shall TAC 10's discontinuance of Services under this paragraph affect Customer's obligations to TAC 10 under this Agreement or the Software License Agreement, including without limitation Customer's obligation to pay License Fees and Maintenance Fees during the time of such discontinuance. Neither the Initial Term nor any Renewal Term shall be extended to make up for any period during which the Services have been discontinued by TAC 10 under this paragraph.

Unless other arrangements have been made in advance, Customer non-payment of fees due to TAC 10, as indicated in previous paragraph, will cause the following consequences:

- *When a past due amount exists 30 days beyond due date, customer support will be limited to critical, emergency, and/or officer safety issues only.*
- *When a past due amount exists 60 days beyond due date, all customer support will cease until amount due is paid.*

7. Additional Services. Services not covered by this Agreement (including, but not limited to server migration, training, and on-site visits to address non-Software issues), but desired by Customer, may be provided by TAC 10 at TAC 10's option, upon request, at prices mutually agreed upon by the parties, in advance. Charges shall include reasonable travel and other expenses incurred, in addition to the hourly training or support fees typically charged.

8. Remote Connectivity. The parties agree that during the term of this Agreement, TAC 10 shall have the following remote access to enable TAC 10 to perform its duties hereunder:

Web Server Access

Remote access via RDP or VPN/RDP will be sufficient for installing and supporting any web based installation. This access must be available 24 hours a day and should not require the intervention of an administrator to gain access to the web server. This remote connection will need full access to the database server via Enterprise Manager or SQL Server Management Studio, have the ability to upload files via ftp and full access permissions (read/write/delete) to update TAC 10's installed applications.

Application Server Access

When TAC 10 installs an application server, i.e. TAC 10 Central Server, for CAD, Mobile, Mapping, NCIC or 911 Client, TAC 10 requires remote access to the user session where the application originally started from. This remote access must be available 24 hours a day without the need of an administrator granting permission for each connection. This remote connection will need full access to the database server via Enterprise Manager, have the ability to upload files via ftp and the permissions to update the installed applications.

Initials: _____

Gaining access to the account session running the TAC 10 Software will require an extra step because RDP with NT or 2003 server will automatically start a new user session. A few of the common ways TAC 10 obtains access to a particular user session is through a client/server application such as VNC or PCAnywhere. With these applications you must start the Remoting server in the same account session as the TAC 10 applications. The Remoting server can then accept connections from client software that allow the user to access the session where the TAC 10 applications are running.

Workstation Computer Access

TAC 10 will also need full access, per above mentioned parameters for computers used by users to access and operate TAC 10 Software.

9. General Provisions

(a) **No Assignment**. This Agreement may not be assigned by Customer voluntarily or by operation of law, to any other person, entity, firm, or corporation, in whole or in part, without the express written approval of TAC 10. Any attempt to do so shall be void. This Agreement shall apply to, inure to the benefit of, and be binding upon, the parties' permitted successors and assigns.

(b) **Notices**. All notices and demands hereunder shall be in writing and shall be served by personal service or by mail at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be by certified or registered mail, return receipt requested, or by nationally-recognized private express courier, and shall be deemed complete upon receipt.

(c) **Governing Law; Venue**. This Agreement shall be applied and construed according to the laws of the State of Iowa without regard to conflicts of law provisions thereof. If any provision of this Agreement is found to be illegal or unenforceable, then, notwithstanding such finding, this Agreement shall remain in full force and effect and such provision shall be deemed stricken. Exclusive jurisdiction and venue for any claim, cause of action or dispute resolution instituted by either party under this Agreement shall be in the Iowa District Court in Black Hawk County, Iowa, and both parties hereby consent to such jurisdiction and venue.

(d) **Force Majeure**. Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters. Performance times shall be considered to be extended for a period of time equivalent to the time lost because of such delay.

(e) **All Amendments in Writing**. No provisions in Customer's purchase orders or in any other business forms employed by Customer and sent to TAC 10 will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

(f) **No Waiver**. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

(g) **Entire Agreement**. The parties have read this Agreement and agree to be bound by its terms, and further agree that it, along with any Schedules hereto, and the Software License Agreement and Addenda thereto between the parties constitutes the complete and entire agreement of the parties and supersedes all and merges all previous communications, oral or written, and all other communications between them relating to the Software and to the subject matter hereof. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party.

Initials: _____

(h) No Third Party Beneficiaries. The parties agree that this Agreement is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third party beneficiaries to this Agreement or any party or specific provision of this Agreement.

IN WITNESS WHEREOF, TAC 10 and Customer have executed this Service Level Agreement on the day and year first above written.

TAC 10, Inc.

CUSTOMER

By: _____

By: _____

Mark M. DeGroot
President

Don Kessler
Mayor

TAC 10, Inc.
1025 Technology Parkway
Suite A
Cedar Falls, IA 50613-6911
319-433-7500

City of West Branch
110 North Poplar
PO Box 218
West Branch, IA 52358
319-643-5888

Initials: _____



Tactical Law Enforcement Software

TAC 10, Inc.

1025 Technology Parkway, Suite A
Cedar Falls, IA 50613

Phone: 319.433.7500
Fax: 319.553.0280

Invoice

Date	Invoice #
4/18/2011	274

Bill To
West Branch Police Department 105 South 2nd Street West Branch, IA 52358

DUE DATE	P.O. NO.
6/24/11	

Quantity	Description	Rate	Amount
	Annual Software Maintenance Service Period: 6/1/11 - 5/31/12	620.00	620.00
<i>WE'VE MOVED! PLEASE NOTE OUR NEW MAILING ADDRESS.</i>		Total	\$620.00

Make all checks payable to: TAC 10, Inc.
Remit to address shown above.

GA 6470-11-0001

General Agreement
between
The United States Department of the Interior
National Park Service
and the
West Branch Fire/Rescue Department
City of West Branch, Iowa

Regarding firefighting and emergency medical service assistance

This General Agreement is entered into by and between the National Park Service (hereinafter “NPS”), United States Department of the Interior, acting through the Superintendent of Herbert Hoover National Historic Site (hereinafter “Park”), and the City of West Branch, Iowa, acting through its West Branch City Fire Chief.

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural fires, wildfires, providing emergency medical services (EMS) operations on lands within the Park’s boundaries, within the City of West Branch, and in the immediate surrounding area.

The West Branch Fire Department is primarily responsible for conducting fire prevention, detection, and suppression of structural and wildland fire, providing EMS, and for conducting search and rescue operations within the City of West Branch, on federally owned land within the park boundary, and in the immediate surrounding area (including non-federally owned land within the Park’s boundaries).

ARTICLE II - AUTHORITY

Title 16 U.S.C. § 1b(1) authorizes the Secretary of the Interior to render “emergency rescue, firefighting, and cooperative assistance to nearby . . . fire prevention agencies and for related purposes outside of the National Park System.”

Title 16 U.S.C. § 1-3 and National Park Service Director’s Order 20 authorizes the National Park Service to enter into agreements to facilitate park operations.

This Agreement is entered into under the authority of *42 U.S.C. §1856a (1994)*.

Iowa State Code 28E authorizes the City of West Branch to enter into intergovernmental understandings.

ARTICLE III – STATEMENT WORK

A. The NPS agrees to:

1. Furnish, when requested by the West Branch Fire Department, qualified NPS employees, emergency, fire and EMS equipment to assist in EMS, the suppression of wildfires and other emergencies within the City of West Branch or in the immediate surrounding area whenever the furnishing of such assistance does not seriously impact the conduct of Park business. Authorized NPS employees will be deemed to be acting within the scope of their federal employment when responding to calls from the fire department.
2. Provide federal worker's compensation coverage for authorized NPS employees who respond to calls with the West Branch Fire Department.
3. Upon request, provide to the West Branch Fire Department an annual familiarization tour of the Park's facilities, equipment, and access points.
4. Provide opportunities for Fire and EMS personnel to receive training held in the local area sponsored by the NPS.

B. The City of West Branch agrees to:

1. Furnish available qualified EMS or Fire personnel, fire equipment, and rescue equipment to respond to emergencies on federally owned land within the Park. The West Branch Fire Department will suppress structural fires and wildfires, respond to spills of hazardous materials, perform emergency medical services and search and rescue services.
2. Provide worker's compensation coverage for qualified members of the West Branch Fire Department who respond to calls from the fire department within the park.
3. Provide to the NPS an annual familiarization tour of the West Branch Fire Department's facilities and equipment.
4. Provide opportunities for NPS personnel to receive training sponsored by the Fire Department.

C. The parties further agree as follows:

1. Each party will provide to the other party a list of responsible persons, with telephone numbers, to be contacted in an emergency. At least once a year, or more often if necessary, each party will provide the other party with an updated list of such persons and telephone numbers.
2. Each party will provide to the other party copies of current fire management plans for their areas of primary responsibility, including maps of areas involved and descriptions of special or extraordinary actions to be taken.
3. Only Minimum Impact Suppression Tactics will be used when fighting wildfires within the Park. No chainsaws or ground-disturbing equipment such as graders or bulldozers will be used without the permission of the NPS Superintendent or his/her designee.
4. After notifying the other party of a fire's discovery, either party may take immediate action to suppress a fire in the other party's area of primary responsibility in order to save life or property.
5. Each party to this Agreement waives all claims against the other party for compensation for loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement unless the actions which cause such loss, damage, personal injury, or death are intentional or a result of gross reckless, or wanton behavior.
6. Neither party to this Agreement will reimburse the other party for all or any part of the cost incurred by such party in providing fire protection pursuant to this Agreement.
7. Nothing in this Agreement will be construed as obligating the NPS to expend in any one fiscal year any sum in excess of the monies appropriated by Congress and allocated by the NPS for the performance of this Agreement.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article X that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**
Superintendent
Herbert Hoover National Historic Site
P.O. Box 607
West Branch, Iowa 52358
(319)-643-2541

2. **For the City of West Branch, Iowa:**
West Branch City Fire Chief
City of West Branch
105 So. Second Street
West Branch, Iowa 52358
(319)-643-2110 or 643-5888

Matt Muckler
City Administrator
City of West Branch
P.O. Box 218, 110 N. Poplar Street
West Branch, IA 52358
(319) 643-5888

Kevin Stoolman
Fire Chief
City of West Branch
P.O. Box 218, 110 N. Poplar Street
West Branch, IA 52358
(319) 643-5888

- B. **Communications** - The City will address any communication regarding this Agreement to the key official with a copy to the Contracting Officer, and to the Superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the Superintendent.
- C. **Changes in Key Officials** - Neither the NPS nor the City may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – FUNDING

Funds will not be exchanged under this Agreement. In-kind services will be exchanged as set forth in Article III.

ARTICLE VII – PRIOR APPROVAL

Not applicable.

ARTICLE VIII – REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties.

ARTICLE IX – PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to the City of West Branch during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE X – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XI – STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

The City of West Branch will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the City of West Branch represents. No release of information relating to this Agreement may state or imply that the Government approves of the City of West Branch's work product or considers the City of West Branch's work product to be superior to other products or services.

C. Public Information Release

All releases of public information will be handled through designated Public Information Officers (PIO) of the NPS or the West Branch Fire Department. Information released will be approved by the park Superintendent and/or the West Branch Fire Chief prior to release to the public. All sensitive information will be coordinated between the park Superintendent and Fire Chief, and their respective PIO prior to release. The West Branch Fire Department must obtain prior approval from the park Superintendent or his/her designee for any public information release which refers to the Department of the Interior, or to any bureau, park unit, or employee (by name or title), or to this agreement. The specific text, layout, photographs, etc of the proposed release must be submitted with the request for approval.

D. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE XII – SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: _____ Date: _____

Name: Peter S. Swisher

Title: Superintendent, Herbert Hoover National Historic Site

FOR THE CITY OF WEST BRANCH, IOWA:

Signature: _____ Date: _____

Name: Kevin Stoolman

Title: West Branch City Fire Chief

Signature: _____ Date: _____

Name: Matt Muckler

Title: West Branch City Administrator

PAYMENT APPLICATION

TO: West Branch City Administrator
 City Hall
 West Branch, IA 50665
 Attn: Dawn Brandt

FROM: Garling Construction, Inc
 1120 11th Street
 Belle Plaine, IA 52208
FOR: General Construction

PROJECT NAME AND LOCATION: 5287-11 West Branch Fire Station
 105 South 2nd Street
 West Branch, IA 50665

ARCHITECT:

APPLICATION # 1 **Distribution to:**
PERIOD THRU: 05/10/2011 OWNER
PROJECT #s: 5287-11 ARCHITECT
DATE OF CONTRACT: 03/21/2011 CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	\$376,700.00		
2. SUM OF ALL CHANGE ORDERS	\$1,386.00		
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$378,086.00		
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$135,521.00		
5. RETAINAGE:			
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$5,232.45		
b. 5.00% of Material Stored (Column F on Continuation Page)	\$1,543.60		
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$6,776.05		
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$128,744.95		
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$0.00		
8. PAYMENT DUE	\$128,744.95		
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$249,341.05		

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$1,386.00	\$0.00
TOTALS	\$1,386.00	\$0.00
NET CHANGES	\$1,386.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Garling Construction, Inc

By:  Date: 05/09/2011

State of: Iowa Douglas J. DeMeulenaere, President

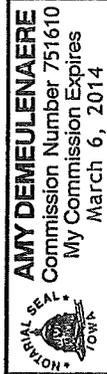
County of: Benton

Subscribed and sworn to before

me this 9th day of May 2011

Notary Public: 

My Commission Expires: 03/06/2014



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: 5287-11
 West Branch Fire Station
 APPLICATION #: 1
 DATE OF APPLICATION: 05/09/2011
 PERIOD THRU: 05/10/2011
 PROJECT #s: 5287-11

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	GENERAL REQUIREMENTS	\$38,000.00	\$0.00	\$17,425.00	\$0.00	\$0.00	\$17,425.00	\$20,575.00	
2	SITWORK	\$10,000.00	\$0.00	\$2,250.00	\$0.00	\$0.00	\$2,250.00	\$7,750.00	
3	CONCRETE	\$62,000.00	\$0.00	\$42,150.00	\$0.00	\$0.00	\$42,150.00	\$19,850.00	
4	MASONRY	\$12,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$11,000.00	
5	METALS	\$8,000.00	\$0.00	\$4,800.00	\$0.00	\$0.00	\$4,800.00	\$3,200.00	
6	WOODS & PLASTICS	\$154,200.00	\$0.00	\$24,039.00	\$29,741.00	\$0.00	\$53,780.00	\$100,420.00	
7	THERMAL & MOISTURE	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
8	DOORS & WINDOWS	\$20,000.00	\$0.00	\$1,950.00	\$0.00	\$0.00	\$1,950.00	\$18,050.00	
9	FINISHES	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
10	SPECIALTIES	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	
15	MECHANICAL	\$38,000.00	\$0.00	\$9,500.00	\$0.00	\$0.00	\$9,500.00	\$28,500.00	
16	ELECTRICAL	\$24,000.00	\$0.00	\$335.00	\$1,131.00	\$0.00	\$1,466.00	\$22,534.00	
20.1	Change Order # 1	\$1,386.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	\$186.00	
	TOTALS	\$378,086.00	\$0.00	\$104,649.00	\$30,872.00	\$135,521.00	\$242,565.00	\$35.8%	

Prepared by: Kevin D. Olson, West Branch City Attorney, PO Box 5127, Coralville, Iowa 52241
Return to: City of West Branch, PO Box 218, West Branch, Iowa 52358

ORDINANCE NO. 680

AN ORDINANCE ESTABLISHING THE WEST BRANCH WASTEWATER LIFT STATION CONNECTION FEE DISTRICT.

WHEREAS, the engineering firm of Veenstra & Kimm has made recommendations about certain wastewater system improvements that need to be constructed to serve the area located north of Interstate 80; and

WHEREAS, the City Administrator and City Engineer have recommended the collection of a portion of the funds expended on such project from property owners who will benefit from the water system improvements; and

WHEREAS, pursuant to Section 384.84(3), the City Council has heretofore deemed it necessary and desirable to establish a connection fee district to recapture some of the funds expended for said wastewater system improvements from benefited property owners.

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

1. Amendment. The Code of Ordinances is hereby amended by adding a chapter entitled "Wastewater Lift Station Connection Fee District" that will read as follows:

"SECTION 1. CREATION OF DISTRICT. A Wastewater Lift Station Connection Fee District (the "District") is hereby established for the purpose of collection within said District of a fee from those property owners who shall make application to connect their properties to the Municipal Wastewater System of the City of West Branch.

SECTION 2. DISTRICT DESCRIPTION. The areas and properties included within the District shall be the properties legally described as:

See Exhibit "A" attached hereto.

SECTION 3. WASTEWATER SYSTEM UTILITY CONNECTION FEE. A connection fee is hereby imposed for each connection made to the Municipal Water System Utility within the boundaries of the District which is legally described in Section 2 above. The proposed improvements are known as the "Wastewater Lift Station Connection Fee District" (hereinafter the "Project Improvements") and consist generally of the construction of a wastewater lift station to serve the properties within the City of West Branch located generally

north of Interstate 80 which have yet to connect to the City's wastewater system. The Project Improvements will be constructed in one Project to be let by the City in accordance with Chapter 26 of the Code of Iowa. The Project Improvements will serve approximately INSERT NUMBER acres within said District. The Executive Summary provided by Veenstra & Kimm Engineers states that the total project costs are \$750,000. The connection fee payable by a property owner whose property will be served by the Project Improvements will be calculated and imposed based upon the proposed use as listed on Exhibit "B." The connection fee will be payable in full at the earlier of (i) the time of submission by the property owner to the City of the subdivision plat for the area for signature and recording by the City, or (ii) the time of submission by the property owner to the City Engineer of construction plans for the construction of improvements on any portion of the owner's property to be served by the connection to the Public Improvements. For properties located north of Interstate 80 currently located outside of the city limits, the connection fee will become due and payable in accordance with this Ordinance upon annexation and platting or connection to the wastewater system as provided above. As of June 1, 2011, the connection fee payable for each specific use is described on Exhibit "B" attached hereto. Said connection fee will be adjusted annually based upon the interest rate the City is paying for Series INSERT BOND NUMBER AND SERIES LETTER bonds to fund the Project Improvements. Said adjusted connection fee shall be kept on file for public inspection by the City Clerk.

SECTION 4. PRIVATE SYSTEMS. Property owners within the District are not mandated to connect to the Wastewater System Utility if they currently have a properly operating private wastewater system. If a property owner's private wastewater system fails as determined by guidelines previously established by the City Engineer and the public wastewater system is located within 200 feet of said property, then the Property Owner will be required to connect to the City Water System.

SECTION 5. OTHER COSTS. The connection fee imposed by this chapter is in addition to, and not in lieu of, any other fees for connection required under the other provisions of this Code of Ordinances. The property owner paying a connection fee will be responsible for the full cost of providing any necessary sanitary sewer main extensions or service lines from private property improvements or buildings to the public mains and extensions being constructed as part of the Public Improvements.

SECTION 6. NONPAYMENT. In the event a connection is made to the Municipal Wastewater System without payment of the connection fee set forth in this chapter, the City shall disconnect such service until such times as the property owner has paid the required connection fee. In addition, the City may pursue any additional remedy provided by law.

SECTION 7. USE OF PROCEEDS. The connection fees collected by the City under this Chapter shall be used only for the purpose of operating the Municipal Wastewater System Utility, or paying the debt service on obligations issued to finance the Public Improvements.

SECTION 8. INTERPRETATION. The provisions of this Chapter are intended and shall be construed so as to fully implement the provisions of Section 384.84(3) of the Code of Iowa. In the event that any provision of this chapter is determined to be contrary to law, it shall not affect other provisions or application of this chapter which shall at all times be construed to fully invoke the provisions of Section 384.84(3) of the Code of Iowa with reference to the assessment and collection of the connection fees provided herein.

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 _____ day of _____, 2011.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Exhibit B

COST PER UNIT FOR LIFT STATION CONNECTION FEE

CLASSIFICATION	PEAK DAY USE	ESTIMATED FEE
Single Family	1400 gpd	\$250
Mobile Home	500 gpd	\$87
Multi Family	450 g/ bedroom	\$78
Hotel/Motel	300 g/room	\$52
Schools	40 g/seat	\$7
Office Buildings	40 g/200 SF	\$7
Commercial/ Industrial	/fixture	\$0.174/gal

RESOLUTION 941

A RESOLUTION SETTING SALARIES FOR APPOINTED OFFICERS AND EMPLOYEES OF THE CITY OF WEST BRANCH, IOWA FOR THE FISCAL YEAR 2011-2012.

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

Section 1. The following persons and positions named shall be paid the salaries or hourly wages indicated and the City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, semi-monthly, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the Council:

Position	Name	Hourly Wage	Basic Hours
Public Works Water/Wastewater Operator	Matt Goodale	\$18.02	40
Public Works Equipment Spec.	Dan Karr	\$22.55	40
Public Works Laborer/Utilities Specialist	Paul O'Neil	\$18.94	40
Public Works Lead Water Operator	Tim Moss	\$19.45	40
Recreation & Parks Director	Melissa Russell	\$16.54	40
City Administrator/Clerk	Matt Muckler	\$77,250	Salary
Deputy City Clerk	Dawn Brandt	\$19.80	40
Administrative Assistant	Ashley Borland-Kaalberg	\$14.67	40
Police Officer	John Hanna	\$18.22	40
Police Officer	Thomas Stewart	\$16.92	40

SECTION 2. All the above employees are subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 3. This resolution will be effective upon final passage of the City Council.

SECTION 4. The hourly wages and salaries established in this resolution shall be effective July 1st, 2011.

Passed and Approved this 6th day of June, 2011.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Clerk

RESOLUTION 942

A RESOLUTION TO WITHDRAW FROM THE CEDAR COUNTY ECONOMIC DEVELOPMENT COMMISSION JOINT AGREEMENT.

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

Section 1. That the City Council of the City of West Branch, Iowa, per Article VIII, Section 5, Subsection (a) of the Cedar County Economic Development Commission Joint Agreement, withdraws from the Cedar County Economic Development Commission.

Section 2. That a certified copy of such resolution shall be filed with the Chairman of the Commission.

Section 3. That the withdrawal shall be effective upon receipt of the resolution by the Chairman of the Commission of Directors.

Passed and approved this 6th day of June 2011.

Mayor, Don Kessler

Attest:

Administrative Assistant, Ashley Borland-Kaalberg

CCEDCO 2011 Proposed Plan

After careful consideration, the current role of the Cedar County Economic Development Commission (CCEDCO) in the overall scheme of planned activity to promote economic development and the overall enhancement of the standard of living among its citizen's may need to be changed. These changes reflect what I see as the efficient use of public funds while still providing some services to smaller communities.

Over the past 20+ years, it has been the primary focus of CCEDCO to bring new money into the local economy by attracting new manufacturing and service companies who sell products and services outside the local area and maintain an existing industry retention/expansion program. This effort is what most areas do as a means of generating tax base for local governments and provide better than average paying jobs for the people who live there.

What has changed, especially over the last three or four years, is that relocating manufacturing companies have curtailed much of that activity or shifted to overseas locations to take advantage of lower wages, reduced regulations and tax obligations. This makes it difficult to compete for business, especially in rural areas. The primary focus now is to keep what you've got. That is--make sure your current base of employers is not lured out of your area or go out of business, if possible. Along with that focus is the evolution of regional marketing groups and strategies to share costs of trying to bring new companies into a geographic area that can show benefits to all those participating. This has not born much fruit over the past few years but not because of the lack of effort.

In light of this transition to regional marketing with shared costs and cooperative marketing arrangements, basically marketing by committee, the time commitment from local staff is reduced and overall budgeted funds less than before. Eventually, this effort could find that a centralized regional office and staff will replace the need for someone full-time in each county to function as a contact. The challenge to the success of this regional model is the continued generation of prospect activity to justify its continuation and that's the dilemma we are currently facing.

Prospect activity is at a level far diminished from what it was due to the national economic situation and uncertainty over the past three years, which has restricted capital investment by business. The Iowa Department of Economic Development (IDED) has had four directors in the past 4-5 years and much staff changeover due to retirement incentives the state offered which, I believe, is also contributing to reduced prospect development. Added to this situation in Cedar County, as other places, is the reduced revenues to local governments from property tax levies impacted by falling property valuations in categories other than agriculture.

Existing business has struggled through the last three years as well and many have reduced personnel in response to curtailed orders. A few have found customer niches that counter that trend but those businesses are the exception. So looking at what is lacking in the local economy and what can be affected by an economic development agency to show benefit to those who invest in it may be varied and limited at times.

Taking into account what needs to be continued to effectively maintain a reduced economic/community development effort in Cedar County I would like to propose the following perspective. The existing industry retention/expansion effort should be continued. That is a necessary component to whatever is determined to be the future of the organization. The need to maintain efforts to get people to start business is also a given, although Cedar County is not a hot bed of entrepreneurial activity.

Not many people seem willing to take a risk in business even with all the resources and support available. Part of that, lack of risk taking, is cultural and somewhat attributable to the agricultural history of the area that has shown wide fluctuations in profitability over many years of working for ones-self. A large percentage of residents, not engaged in agriculture, choose to work for someone else. Encouragement of entrepreneurship in the schools will, hopefully, begin the transition to more business start-ups in the future.

Continuing the membership in both regional groups is essential until it can be determined that one group surpasses the other in advantages to Cedar County. Depending on what incentives are placed on the table by IDED or its successor agency for continued regionalization, the two groups Cedar County currently contracts with could merge and should merge. There are some other issues that need to be overcome before that would happen. Keep in mind also, fees paid to the Corridor group should be negotiated taking into consideration that Tipton and West Branch are paying Iowa City Area Development (ICAD) separately.

My proposal to you, as the Cedar County Board of Supervisors and the largest funder of Cedar County Economic Development Commission (CCEDCO), is to consider reducing the agency for a few years. This decision is ultimately up to the CCEDCO Board but you have much input and control. A two person staff is just not necessary.

To complete my proposal, I would like you to consider merging the CCEDCO office assistant position into the office of the Tipton Economic Development Council (TEDCO) that Scott Sanborn manages now. I would recommend eliminating the CCEDCO director position as of July 1, 2011. There is just not a level of activity to justify paying two people to staff an office for CCEDCO. I will continue with additional specifics on what you may want to consider and a budget for the fiscal year beginning July 1, 2011.

It is my belief that Tipton Economic Development Corp. (TEDCO) Director, Scott Sanborn has the necessary enthusiasm to promote Cedar County as part of the Tipton Chamber of Commerce marketing efforts. His economic development skills will be more refined as time

goes on but by maintaining the participation in the regional groups he has access to help when needed. Moving the CCEDCO office assistant position into that operation, currently occupied by Trisha Gottschalk, allows a smooth transition as she would be the keeper of the financials and other documents to maintain the legality of the agency. She could work in conjunction with Scott although having a countywide focus when necessary and maintain contacts with city governments and operating a tourism effort that starts with Tipton but includes the other cities as well, especially West Branch.

I would also propose that the current dues paid by the cities to CCEDCO be re-programmed back to them as grants, for the lack of a better term. Those grants should be structured so that it would be necessary for each community to have or start an active private sector entity that works for community betterment in partnership with their cities. Some cities have had groups in the past but are not very involved at present. This requirement should encourage volunteerism and leadership development. It can also be hoped that new people can be encouraged to participate. These groups could also be linked to the Chamber of Commerce effort in Tipton by providing staff through CCEDCO's office assistant. In West Branch, the group could be the Main Street organization and in Durant it could be the Durant Development Corporation. That will be determined locally.

It has been stated to me that the following projects are on the wish list for the cities as listed.

Clarence-----Grocery Store
Stanwood-----Community Center
Mechanicsville—Youth Baseball Field
Bennett-----Streetscape following sewer work.

This re-programming of CCEDCO dues would give the cities seed money that they could use towards the project's expense or to fund further studies that may qualify them for other grant proceeds. The smaller communities have participated in CCEDCO with the hope of gaining economic activity and most have not seen much result. Perhaps this grant will inspire them to create a positive vision for their community and to get people involved with the city councils. The private sector, outside of agriculture, in Cedar County is not large but needs to step up and help make things happen. They can do that by working together and in cooperation with their local government.

Tipton's dues could be used to support the TEDCO office/Chamber effort. CCEDCO Board would continue to meet perhaps quarterly to review and evaluate progress.

All of what I've proposed is for you to determine. You can junk it and continue as we have for 22 years but I don't believe that's the best use of public money. I will look forward to discussing the options with you and providing my best advice. Thanks.

Budget for 2011-2012

Revenue

Projected beginning Balance	\$6,473
Dues from Cedar County	\$77,840
Dues from Cities	\$27,538
Clarence Loan repayment	\$2,250
<u>Interest on accounts</u>	<u>\$500</u>
Total Revenue	\$114,601

Expenses

Wages (office assistant)	\$21,840
Based on \$10.50 X 2080 hours	
Health insurance	\$3,780
Based on \$315 X 12 months	
FICA/IPERS	\$3,189
Estimate based on current %	
Accounting & Audit	\$4,000
Estimate	
Office Supplies	\$500
Postage	\$200
Phone/Internet	\$1,500
Estimated on shared arrangement	
Website upgrades	\$2000
Web Hosting	\$250
Newspaper Ads	\$250
Based on reduced meeting schedule	
Kirkwood Student Job shadow	\$720
Mileage	\$1,200
Conference/Education/Membership	\$2,500
Eastern Iowa E.D. Alliance (region group)	\$2,500
Corridor E.D. Alliance (regional group)	\$2,500
<u>Contingency</u>	<u>\$1,500</u>
Total Expenses	\$48,429

In the scenario of returning the cities their dues, the **actual Revenues would be \$87,063**. This would leave approximately \$38,634 to be re-programmed by Cedar County. I have an idea for that too.

RECEIVED
DEC 1 1988

SECRETARY OF STATE

~~CEDAR COUNTY
ECONOMIC DEVELOPMENT COMMISSION~~

JOINT AGREEMENT

This joint agreement is made by and among the City of Bennett, Iowa, the City of Clarence, Iowa, the City of Durant, Iowa, the City of Lowden, Iowa, the City of Mechanicsville, Iowa, the City of Standwood, Iowa, the City of Tipton, Iowa, and the County of Cedar, Iowa.

ARTICLE I. NAME

Section 1. Name. The Government units hereby form and create the Cedar County Economic Development Commission (hereinafter called the "Commission").

ARTICLE II. LEGAL STATUS

Section 1. Legal Status. The Commission is created pursuant to Chapter 28E of the Code of Iowa.

Section 2. Separate Entity. The Commission shall be a separate entity.

ARTICLE III. COMMENCEMENT OF OPERATIONS

Section 1. Commencement of Operations. Operations under this Joint Agreement shall commence on or before January 1, 1989, when

(a) All of the Governmental Units adopt resolutions approving and executing this Joint Agreement, and

(b) The Joint Agreement is filed by the Commission with the Secretary of State of Iowa and recorded with the Recorder of Cedar County, Iowa. Thereafter, the Commission shall notify the Secretary of State of Iowa of the name of any Governmental Unit with drawing from or joining this Joint Agreement.

ARTICLE IV. DURATION

Section 1. Duration. The duration of this Joint Agreement and the Commission created hereby shall run for a period ending December 31, 1989 and shall be automatically renewable unless written notice of intent to withdraw is given to the Commission by July 1 of each year.

ARTICLE V. PURPOSES

Section 1. Purposes. The purposes of this Joint Agreement and the Commission created hereby are the following:

(a) To enable the Governmental Units to make more efficient use of their powers, particularly to encourage and promote the establishment, development and retention of industrial, manufacturing, commercial and retail interests in the Cedar County area and to promote the County as a desirable place to live, to learn and to conduct business and to assist in diversifying the industrial base by creating and retaining jobs.

(b) To cooperate with Iowa Development of Economic Development (IDED), East Central Intergovernmental Agency (ECIA), Iowa Development of Job Service and any other group or agency that can assist in promoting Economic Development.

(c) To engage such employees and consultants and provide such offices, equipment, machinery, buildings and grounds as are necessary to adequately perform the functions of the Commission.

(d) To receive and expend State, Federal and private grants and other monies which may be made available, to the extent permissible under applicable State and Federal laws, and under the rules hereinafter set forth in furtherance of the purposes hereof.

ARTICLE VI. POWERS AND DUTIES

Section 1. Powers. The Governmental Units hereby delegate to the Commission, and the Commission shall have the power to do all things necessary to carry out its stated purposes, including without limitation the following powers:

(a) To acquire, hold, use and dispose of any monies received by the commission from any source.

(b) To acquire, hold, use and dispose of other personal property for the purposes of the Commission.

(c) To accept gifts or grants of real or personal property, money, material, labor, or supplies for the purposes of the Commission and to make and perform such agreements and contracts as may be necessary or convenient in connection with the procuring, acceptance or disposition of such gifts or grants.

(d) To do and perform any acts and things authorized by Chapter 28E, Code of Iowa, and by this Joint Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person or persons.

(e) To enter into any and all contracts, execute any and all instruments, and to do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Commission or to carry out any powers expressly given by this Joint Agreement.

(f) To make, or cause to be made, studies, reports, and surveys necessary or useful and convenient to carrying out the functions of the Commission.

(g) To contract with and compensate consultants for professional services, including, but not limited to architects, engineers, planners, attorneys, accountants, rate specialists, and all others which are necessary or useful and convenient to the stated purposes of the Commission.

(h) To exercise such other powers as are available under the existing laws as are necessary or useful and convenient to carrying out the functions of the Commission within the jurisdiction of such Governmental Units.

(i) To provide for a system of budgeting, accounting and reporting of all Commission funds and transactions and for a depository for such funds.

(j) To consult with representatives of federal, state and local agencies, departments and their officers and employees and to contract with such agencies and departments.

(k) To hire employees, fix their compensation, benefits, personal rules and regulations, and terminate their employment.

Section 2. Duties. The Commission shall have the following duties in addition to any other duties specifically imposed by this Joint Agreement:

(a) To keep each Governmental Unit adequately informed of its actions, progress and plans;

(b) To maintain a cooperative relationship with each participating Governmental Unit; and

(c) To annually prepare a budget for the operation of the Commission. The budget proposal shall be prepared by January and shall become effective the following July.

(d) May adopt by-laws if deemed necessary for more effective operation of the Commission.

(e) To set forth the duties and responsibilities of the Economic Development Director and any other employee in writing. Such job descriptions shall be modified as deemed necessary.

(F) To make recommendations to all governmental units that the Governing Commission believes to be in the best interest of Cedar County. This shall include items which promote the general welfare of the business, industry and community interests of the inhabitants of Cedar County.

ARTICLE VII. FINANCING

Section 1. Assessment. Each Governmental Unit shall be assessed and agrees to pay a share of the expenses of the operation of the Commission.

Current population figures shall be a factor in determining assessments for governmental units. Notice of assessments shall be given to governmental units by January to insure that such costs can be incorporated into their respective fiscal year budget.

Each Governmental Unit shall annually budget or otherwise obtain funds for payment of its share of expenses and pay its share to the Commission annually as such time as may be determined by the Governing Commission.

ARTICLE VIII. COMPOSITION

Section 1. Composition. The Governing Commission shall consist of the following:

A. Two (2) representatives and two(2) named alternates appointed by the Cedar County Board of Supervisors.

B. One (1) representative and one (1) named alternate appointed by the Mayor of each city within Cedar County.

Section 2. Voting Power. Each member of the Commission shall have one vote.

Section 3. Tenure of a Commissioner. A Commissioner shall serve at the pleasure of the Governmental Unit which appointed him/her. A Governmental Unit may remove an incumbent Commissioner and appoint a new representative to the Commission by filing with the Chairman of the Commission a letter to that effect.

Section 4. Suspension of Voting Rights. During a period of delinquency by a Governmental Unit in the payment of its share of the commission expenses, such Governmental Unit's representative shall not be entitled to vote on matters coming before the Commission unless such delinquency shall be waived for voting purposes by a majority vote of the remaining members of the Commission.

Section 5. Withdrawal. Except as provided in article XI of this Joint Agreement, a Governmental Unit may withdraw from this Joint Agreement in the following manner.

(a) The governing body of the Governmental Unit

shall adopt a resolution to withdraw from the Joint Agreement.

(b) A certified copy of such resolution shall be filed with the Chairman of the Commission.

(c) Such withdrawal shall be effective upon receipt of the resolution by the Chairman of the Commission of Directors.

(d) Membership termination shall not relieve the withdrawing Governmental Unit of the obligation to pay its full share of the expenses of the Commission for the year which such withdrawal occurs.

ARTICLE IX. OFFICERS, MEETINGS, AND EMPLOYEES

Section 1. Chairperson and Vice-Chairperson. The Commission shall elect from its membership a chairperson and vice-chairperson who shall serve for a term of one year or until their successors are elected. Said offices shall have all the duties normally associated with those offices in addition to those specifically provided for in the Joint Agreement.

Section 2. Secretary. The Cedar County Economic Development Director shall serve as Secretary to the Commission. Said officer shall have all the duties normally associated with that office, including, without limitation, the duty to keep a record of the resolution, transaction, findings and determinations of the Commissioner, and to prepare and submit to the Commission such financial reports as it may request.

Section 3. Meetings. The Commission shall meet not less than four (4) times a year, the dates and places of such meetings to be determined by the Commission. A majority vote of the Commission shall be required for approval of all action of the Commission, except as otherwise provided in this Joint Agreement, and, for this purpose, a majority vote shall mean a majority of those votes held by a quorum of the Governing Commission present at a meeting thereof. A quorum of the Commission shall consist of a majority of the individual members of the Governing Commission.

ARTICLE X. TERMINATION AND DISSOLUTION

Section 1. Procedure. This Joint Agreement may be terminated and the Commission dissolved at any time by unanimous vote of the Governing Commission recommending such action to the Governmental Units and by adoption of such recommendation by resolution of all of the Governmental Units. This Joint Agreement shall terminate and the Commission shall dissolve automatically at any time when less than two (2) Governmental Bodies are parties to this Joint Agreement.

Section 2. Distribution of Assets. Upon dissolution of the Commission, all real and personal property shall be divided proportionately among the governing bodies that at the time of dissolution are members in good standing. The proportion will be calculated based on the contributions made by each governing body in the year of dissolution.

ARTICLE XI. AMENDMENTS

Section 1. Amendments. This Joint Agreement, may be amended upon approval of a majority of the votes of the Governing commission, and approval of a majority of the governing bodies of the governmental units. A copy of any such amendment shall be sent by the Chairperson to each Governmental Unit. A certified copy of the resolution of the governing body of each Governmental Unit approving or rejecting any such proposed amendment shall be filed with the Chairperson with forty-five (45) days after receipt of proposed amendment by such governmental unit.

ARTICLE XII. MISCELLANEOUS

Section 1. Severability. If any provisions of this Joint Agreement, or the application thereof to a person or circumstances, are held invalid, such invalidity shall not affect any other provisions or applications of this Joint Agreement which can be given effect without the invalid provisions or applications, and to this end the provisions of the Joint Agreement are declared to be severable.

Section 2. Signature in Counterparts. This Joint Agreement may be executed by one or more of the parties hereto separately in any number of counterparts, each of which when executed and delivered shall be part of the original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the cities Bennett, Clarence, Durant, Lowden, Mechanicsville, Standwood, Tipton, West Branch, and the County of Cedar.

CITY OF BENNETT, IOWA

BY [Signature]
(Mayor)

ATTEST:
[Signature]
CITY CLERK

DATE: 10-3-88

CITY OF DURAND, IOWA

BY [Signature]
(Mayor)

ATTEST:
[Signature]
CITY CLERK

DATE: 8-10-88

CITY OF CLARENCE, IOWA

BY [Signature]
(Mayor)

ATTEST:
[Signature]
CITY CLERK

DATE: 8-8-88

CITY OF LOWDEN, IOWA

BY [Signature]
(Mayor)

ATTEST:
[Signature]
CITY CLERK

DATE: Nov 14, 1988

CORPORATE SEAL

CORPORATE SEAL

CITY OF MECHANICSVILLE, IOWA

BY Larry Butler
(Mayor)

SEAL

ATTEST:

Carol Balota
CITY CLERK

DATE: October 10, 1988

CITY OF STANDWOOD, IOWA

BY Michael C. D. Pomeroy
(Mayor)

ATTEST:

Joan M. Koch, Clerk
CITY CLERK

DATE: 10-3-88

CITY OF TIPTON, IOWA

BY Gordon R. Ebeck
(Mayor)

ATTEST:

Lois Ward
CITY CLERK

DATE: 9-7-88

CITY OF WEST BRANCH, IOWA

BY _____
(Mayor)

ATTEST:

CITY CLERK

DATE: _____

COUNTY OF CEDAR, IOWA

BY Jack D. Reeve
Chairman Board of Supervisors

ATTEST:

William D. [Signature]
County Auditor

DATE: 10-6-88

05-16-2011

This letter is to inform the city of West Branch, Iowa that I am putting in my notice of resignation. This notice is to be effective immediately. I have included my shirts, badge and any other equipment for this position with the notice. I have been a reserve with the police department for over 4 years and have put in over 1000 hours of my own time and NOT once received my dollar a year from the city. The last 2 years the City has not shown any support towards myself nor the police department. I have decided to take other opportunities, since the city of West Branch, Iowa does not support the Police Department and the reserves.

Nicklaus A. Ulrich



16-12R4

RESOLUTION NO. 944

A RESOLUTION TO AMEND THE CITY OF WEST BRANCH, IOWA EMPLOYEE HANDBOOK

WHEREAS, the City Council, of the City of West Branch, Iowa adopted an Employee Handbook on September 8, 2009, and amended same handbook on October 19, 2009, February 1, 2010, October 4, 2010, and December 6, 2010, February 21, 2011 and April 4, 2011; and

WHEREAS, the City Council finds that the following changes should be made to said Handbook by inserting the following text under the Employee Status section after the second paragraph:

All part time employees shall be hired as regular part time employees, not via contract or employment agreement, and all existing contracts and employment agreements with part time employees are hereby terminated.

NOW, THEREFORE, BE IT RESOLVED that the City Council of West Branch, Iowa does hereby approve and adopt the City of West Branch Personnel Handbook dated May 2011.

Passed and approved this 6th day of June, 2011.

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

**City of West Branch
Advisory Board/Commission
Application Form**

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of West Branch.

When a vacancy occurs an announcement of that vacancy will be posted. No sooner than two weeks later the Mayor and City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Planning & Zoning Comm. Date: 5/28/11

Your Name: John W. Fuller Street Address: 911 W. Main St.

Phone number(s): (evening) 643-7476 (day) 335-0038

Email: john-w-fuller@uiowa.edu

Do you live within the corporate limits of West Branch? Yes No

How long have you been a resident of West Branch? 19 years

Occupation: Professor Employer: University of Iowa

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

Member, American Institute of Certified Planners
Former service on Zoning Board of Adjustment (and
former chair, Johnson Cty. Board of Adjustment).

What particular contributions do you feel you can make to this board or commission?

A broad knowledge of planning practice. (I have
produced transportation plans, supervised students' work
on general or comprehensive plans, and interacted with
various planning organizations such as the American
Planning Association.)

West Branch Police Department Staff

(Effective May 27, 2011)

Full-Time

Officer Kory Hanna

Officer Tom Stewart

Part-Time

Officer Matt Bowers

Officer Michael Bailey

Officer Grant Stender

Reserves

Reserve Mendim Alimoski

Reserve Todd Thurman

Part-Time Administration

Gina Heck – Crime Data Processor

Job Description

Position Title: POLICE CHIEF
Department: POLICE DEPARTMENT
Immediate Supervisor: CITY ADMINISTRATOR
Classification: FULL-TIME, HOURLY

Job Summary

The Police Chief is a working manager whose primary responsibilities are three-fold: 1) directing and implementing community oriented policing strategies appropriate for the City of West Branch, focused on collaborative partnerships between the Police Department and the residents, businesses and community organizations that they serve, 2) traditional law enforcement activities, taking appropriate action to maintain order and protect life and property, and 3) supervising other full-time, part-time, and reserve officers. Administrative work is to be done efficiently and minimized to the fullest extent possible.

The Police Chief is deemed by the City Council to be a critical employee of the City of West Branch. A critical employee is one that is responsible for the safety and welfare of the West Branch Public. Therefore, the Police Chief must obtain residency within the City limits of West Branch within six months from the date of hire. For the purpose of this policy, residence shall mean the actual domicile of the employee where that employee normally eats, sleeps, and maintains the normal personal and household effects for daily living. "Residence" shall not include a place secured solely for the purpose of meeting the requirements of this policy, which is maintained in addition to the employee's actual place of residence outside the City limits.

Job Scope

The Chief shall work cooperatively with the City Administrator and all Department Directors. The Police Chief shall have a pleasant personal demeanor and be courteous and professional in dealing with others. The Police Chief displays teamwork to support City Council goals and objectives and demonstrates tact and diplomacy when involved in problem solving and/or customer relations. The Chief interacts cooperatively and constructively with internal and external customers.

The Mayor appoints the Police Chief to act in Mayor's behalf and to see that the Police Department functions as required. The Police Chief is directly responsible to the City Administrator for the administration of the Police Department and is responsible for the Police Department's enforcement of all Iowa State Law and City Ordinances. The Chief trains, develops, and motivates subordinates to contribute toward the department's overall goals.

Essential Job Duties and Responsibilities: The duties of the job would include, but are not limited to, the following:

1. Performs a variety of public safety work providing emergency aid, security and protection to the citizens of the City of West Branch.
2. Remains alert to the needs of citizens and take the appropriate action to maintain order and protect life and property.
3. Directs and implements community oriented policing strategies appropriate for the City of West Branch, focused on collaborative partnerships between the Police Department and the residents, businesses and community organizations.
4. Operates department within budget constraints as set by the City Council.
5. Responsible for animal control and is the chief animal control officer for the City.
6. Observes, reports and acts upon conditions conducive to crime and danger such as checking buildings, assisting other officers, enforcing traffic, making arrests, transporting prisoners and investigating crime(s).
7. Using own judgment, determines the nature of a call, investigates the circumstances and takes the necessary or prudent action.
8. Provides assistance to the public in emergency and non-emergency situations; administers first aid and requests appropriate medical response; performs crisis intervention in sensitive situations and domestic disputes; educates the public on laws and ordinances; assists citizens with complaints and inquiries and directs them to the appropriate authority.
9. Investigates crimes, interviews witnesses, victims and suspects and provides feedback to the appropriate people concerning case status; collects and documents evidence.
10. Appears in court, and is available to testify in matters which the officer has knowledge of whether it be criminal or civil.
11. Annually reviews the Police Policy and Procedures Manual and recommends changes to the City Administrator for approval.
12. Makes written and verbal reports, as directed, to the City Administrator.
13. Informs the City Administrator of incidents or developments that may unusually affect public or official relations.
14. Certifies all bills to ensure that they are correct.
15. Responsible and accountable for the custody of all property coming into the possession of the Department. Keeps accurate records of all property and is responsible for its safekeeping and lawful return or disposal.
16. Reviews and recommends for approval, new and renewal beer and liquor licenses.
17. Administers abandoned vehicle tows and sales requirements.
18. Responsible for training all full and part-time members of the Department. Training will include preliminary training of members upon appointment to the Department and all continuing training of its members. Schedules annual continuing education programs.
19. Administers and directs the Reserve Police Force.
20. Other duties as assigned.

Physical and Environmental Conditions: The physical demands and work environment described is representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Ability to have a full range of movement, physical strength, endurance, fitness, and conditioning necessary to protect one's self and others and subdue, control, or arrest resisting subjects.
- The duties of this job include physical activities such as climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting (up to 30 pounds frequently, and up to 150 pounds occasionally), fingering, grasping, feeling, talking, hearing/listening, seeing/observing, and repetitive motions.
- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus.

The position shall also be under the guidelines of the West Branch, Iowa Employee Handbook.

Minimum Education, Experience and Certification

Job requires a minimum of a high school graduation. Applicant must meet the minimum hiring standards as set forth by the ILEA. Applicant must possess, or be able to possess a valid Iowa Driver's License.

Knowledge, Skills and Abilities

The successful applicant must possess:

1. Basic knowledge, understanding and work experience as a patrol officer.
2. Skills necessary to work well with citizens, other officers, department heads of the City, and elected officials.
3. The ability to read and understand all Departmental regulations, policies, rules and instructions, law regulations and police literature.
4. The ability to read, understand and communicate verbally in English.

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified in this position. The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer at the needs of the employer and requirements of the job change.

Approved: City Administrator

Date: May 19, 2011

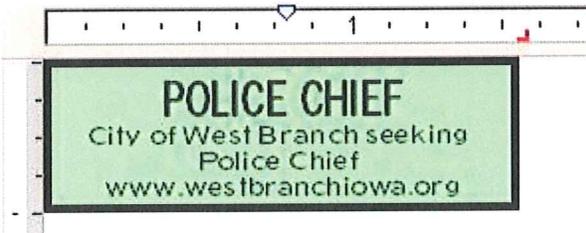
Subject to change at any time by the West Branch City Council

Police Chief Recruitment Advertising

WB Time (7 surrounding communities papers for 4 weeks)	\$128.00
Press Citizen (20 days)	\$230.40
Des Moines Register (4 weekends, includes online)	\$722.00
The Gazette (2 weekends, includes 30 days online Corridor Careers)	\$206.36
Quad City Times (4 Sundays, includes 30 days online)	\$550.00
Iowa League of Cities Website	Free
City of West Branch Website	Free
Iowa State Police Association Website	Free
Iowa Workforce Development Website	Free
Total	\$1836.76

The Police Chief job description has been posted on the Employment and Police Department pages on the City of West Branch Website.

In order to limit advertising costs, advertisements in newspapers have included a limited amount of text. An example would be the advertisement in the Gazette:



For our free internet advertisements, a longer job summary has been advertised:

The City of West Branch, Iowa (population 2,300) is seeking applications for a Police Chief. Competitive salary DOQ and excellent benefits. Applications can be found on the City web site at www.westbranchiowa.org. Completed cover letter, resume, employment application, and three work-related references must be received no later than 4:00 p.m. on July 5, 2011. Application packets may be mailed to City of West Branch, Police Chief Candidate Search, PO Box 218, West Branch, IA 52358 or e-mailed to dawn@westbranchiowa.org For more information, please call (319) 643-5888. EOE.