

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 20, 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 June 6, 2011 City Council Meeting.
 - b. Approve claims.
 - c. Approve Subscription Agreement for \$16,050, travel expenses of \$4,700, and Subscription Services Level Agreement for \$7,588 with Tyler Technologies.
 - d. Approve moving the Monday July 4, 2011 City Council Meeting to Tuesday, July 5, 2011, due to Independence Day Holiday.
 - e. Fire Department – Approve Fire Department payroll for July 1, 2011, in the amount of \$24,188.00.
 - f. Fire Department – Approve Fire Department officers for FY12.
 - g. Approve street closures on Main Street from Scott to 4th for RAGBRAI 2011 on Saturday July 30, 2011 from 4:00 a.m. – 11:00 a.m.
 - h. Approve Agreement with J & M Displays for \$20,000 for Hoover’s Hometown Days Fireworks Display.
 - i. Approve Resolution 945, transferring \$5,500 monthly from the Water Fund to the Water Sinking Fund.
 - j. Approve the Contract for Services with East Central Intergovernmental Association for professional services required to carry out the City of West Branch Comprehensive Plan.
 - k. Approve Police Chief Job Description.
 - l. Approve Iowa Department of Natural Resources Right of Entry and Indemnity Agreement.
 - m. Approve change order of \$383 for the West Branch Fire Station Expansion Project for electrical changes per the City’s request.
5. Communications/Open Forum
6. Public, Department Heads, Commissions, City Administrator and City Council
 - a. Approve Engineering Services Agreement for \$15,000 with French-Reneker-Associates, Inc. Engineers and Surveyors of Fairfield, IA in connection with design and engineering during construction for a proposed 300-acre drainage area flood control dam in Section 36, T80N, R5W, Johnson County, Iowa, in the Hoover Creek Watershed./Move to action.

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 20, 2011 • 7:00 p.m. (continued)
City Council Chambers, 110 North Poplar Street
Action may be taken on any agenda item.

- b. Second reading of Ordinance 680, establishing the West Branch Wastewater Lift Station Connection Fee District./Move to action.
 - c. 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.
 - d. First Reading of Ordinance 682, vacating the 16' alley located to the south of Lot 19, and to the north of Lot 20 in Block 9 in Townsend and Gue's Addition, to West Branch, Cedar County, Iowa, generally located near North Fifth Street in between East Main Street and East Green Street.
 - e. Set a public hearing for the purpose of approving plans, specifications, form of contract and estimate costs for the Water Tower Repair and Coating 2011 Project and setting a bid date./Move to action.
 - f. Discussion of Sidwell map for the City of West Branch.
 - g. Resolution 946, approving a revolving loan fund (RFL) Agreement with Main Street West Branch./Move to Action.
 - h. Approve Local Plan for the Intended Use of ESDA Program Income./Move to Action.
 - i. Accept resignation of Mark Thomas from the Planning and Zoning Commission./Move to action.
 - j. City Council Appointments/Reappointments/Move to action.
 - i. Lauren Michael – Planning & Zoning Commission
7. Mayor
- a. Appointments/Reappointments/Move to action.
 - i. James Montchal - West Branch Fire Department.
8. Reports
- a. Park & Recreation Director Melissa Russell – Cookson Community Center
 - b. City Administrator Matt Muckler – Comprehensive Plan Update
 - c. City Administrator Matt Muckler - Police Chief Recruitment Update
9. Motion to adjourn to executive session to evaluate the professional competency of an individual whose performance is being considered as part of an annual review process and that individual requests a closed session pursuant to Section 21.5(i) of the Code of Iowa and to discuss the purchase of particular real estate only where premature disclosure could be reasonable be expected to increase the price the governmental body would have to pay for that property pursuant to Section 21.5(j) of the Code of Iowa.
10. 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

**June 6, 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 Attorney Kevin Olson, Administrative Assistant Ashley Borland-Kaalberg, Library Director Nick Shimmin, Park & Rec. Director Melissa Russell, Officer John Hanna, Officer Tom Stewart, Officer Bailey, Crime Data Processor Gina Heick.

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

APPROVE AGENDA/CONSENT AGENDA

- 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.

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

COMMUNICATIONS/OPEN FORUM None.

PUBLIC, DEPARTMENT HEADS, COMMISSIONS, CITY ADMINISTRATOR AND CITY COUNCIL
Public Hearing per Section 384.38(3a) of the Code of Iowa for the purpose of the creation of a wastewater connection fee district.

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

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

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

Approve West Branch Community Trails Plan./Move to action.

Motion by Johnson, second by Worrell to approve Trails Plan. Roll call vote – AYES: Johnson, Worrell, O'Neil, Oaks. Absent: Sexton. Motion carried.

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.

Motion by Johnson to approve Resolution 941 amending to remove the City Administrator from the document, second by Worrell.

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

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.

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

Approve Resolution 942, to withdrawal the City of West Branch from the Cedar County Economic Development Commission Joint Agreement./Move to action

Motion by Johnson to approve Resolution 942 with amending the date of June 7th to June 8th, second by Worrell.

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

Approve Resolution 943, adding sexual orientation and gender identity to non-discrimination categories in City of West Branch agreements./Move to action.

Motion by Johnson, second by Worrell to approve Resolution 943. Roll call vote – AYES: Johnson, Worrell, O’Neil, Oaks. Absent: Sexton. Motion carried.

Accept resignation from Nicklaus A. Ulrich as reserve officer of the West Branch Police Department./Move to action.

Motion by Worrell, second by Johnson to accept resignation. Roll call vote – AYES: Worrell, Johnson, O’Neil, Oaks. Absent: Sexton. Motion carried.

Approve Resolution 944, amending the West Branch, Iowa Employee Handbook./Move to action.

Motion by Worrell, second by Johnson to approve Resolution 944. AYES: Worrell, Johnson, O’Neil, Oaks. Absent: Sexton. Motion carried.

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.

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

Accept resignation of Virgil Gingerich from the Planning and Zoning Commission./Move to action.

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

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

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

MAYOR DON KESSLER Appointments/Reappointments

Lisa Corr – Parks & Recreation Commission

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

REPORTS

Officer Kory Hanna – Introductions of Police Department Staff

Officers introduced themselves to Council and introduced part time officers and reserves whom could not be present.

Crime Data Processor Gina Heick – West Branch Police Dept. Monthly Report

Heick presented Council with April and May report.

City Attorney Kevin Olson – Police Chief Job Description

Councilman Johnson asked to clarify in the job description that while the Police Chief would report to the city administrator, this could change as the police chief ultimately reports to the Mayor and each Mayor has the discretion whether or not to delegate supervisory duties of (all) City Departments to the city administrator.

City Attorney Kevin Olson – Police Chief Recruitment

Recruitment for Police Chief was advertised in various newspapers, on the City’s website and online.

ADJOURNMENT

Meeting adjourned by Mayor Kessler. City Council meeting adjourned at 7:42 p.m.

Don Kessler, Mayor

ATTEST:

Dawn Brandt, Deputy City Clerk

DATE 6/20/2011

CITY OF WEST BRANCH
CLAIMS REGISTER REPORT

ACCIONA WINDPOWER NORTH	TIF REBATE - FY 11	186,899.00
AIR COOLED ENGINE SERVIC	CEMETERY - SUPPLIES	58.03
ALLIANT ENERGY	VARIOUS DEPTS - UTILITIE	7,054.45
	WATER - UTILITIES	47.37
AMAZON	LIBRARY - SUPPLIES	5.05
AMSAN	LIBRARY/ADMIN - SUPPLIES	108.78
ANDREWS, ALISON	ACH PAYROLL EXPENSE	246.40
BAILEY, MICHAEL	ACH PAYROLL EXPENSE	26.31
BAKER & TAYLOR BOOKS	LIBRARY - BOOKS	826.27
BARCO MUNICIPAL PRODUCTS	STREETS - SUPPLIES	424.39
BARNHART'S CUSTOM SERVIC	STREETS - CLEANING OF SI	3,702.00
BARRON MOTOR SUPPLY	FIRE - SUPPLIES	15.36
	STREETS - SUPPLIES	26.05
BDC BUILDING PLAN REVIEW	ADMIN - BLDG INSPECTIONS	174.30
BLANK, NICK	WATER - CREDIT REFUND	66.91
BLOEM, DAVID	ACH PAYROLL EXPENSE	1,422.50
	POLICE - IPERS WAGE ADJU	497.09
BLUE CROSS BLUE SHIELD	LIFE INS.	8.00
	DENTAL INS	72.30
	HEALTH INS	627.16
BORLAND-KAALBERG, ASHLEY	ACH PAYROLL EXPENSE	569.48
BP AMOCO	POLICE/WATER/STREETS/CEM	1,194.31
BRANDT, DAWN	ACH PAYROLL EXPENSE	1,173.14
BRICK, GERRY	ACH PAYROLL EXPENSE	208.44
BUSINESS RADIO SALES	FIRE - RADIO & SUPPLIES	6,694.60
CEDAR COUNTY ENGINEER	STREETS - ROCK HAULING	1,217.94
CEDAR COUNTY FARM-TO-MAR	STREETS - X30 NORTH PAYM	30,022.00
CEDAR RAPIDS PHOTO COPY	LIBRARY - SERVICE	16.56
	LIBRARY - SERVICE	37.44
	LIBRARY - SUPPLIES	7.00
	LIBRARY - SUPPLIES	7.00
	LIBRARY - FAX BOARD	640.00
CENTRAL IOWA DISTRIBUTIN	STREETS - SUPPLIES	117.88
CHAUNCEY BUTLER POST 514	COMM & CULT DEV - FLAGS	40.00
COLLECTION SERVICE CNTR.	CHILD SUP.	245.90
CREATIVE SOFTWARE SERVIC	ADMIN - COMPUTER CONSULT	42.50
	ADMIN - COMPUTER CONSULT	460.83
	POLICE - COMPUTER CONSUL	120.70
CROELL REDI-MIX, INC.	PARK & REC - CONCRETE FO	2,624.00
	PARK & REC - CONCRETE FO	1,335.00
CULLIGAN WATER TECHNOLOG	FIRE - SERVICE	32.95
DEMCO	LIBRARY - SUPPLIES	238.95
DEWEYS JACK & JILL	LIBRARY/WATER - SUPPLIES	12.06
	POLICE - SUPPLIES	24.16
DIAMOND VOGEL PAINTS	STREETS - TRAFFIC PAINT	361.80
EAST CENTRAL LIBRARY SER	LIBRARY - NEIBORS PROJEC	300.00
	LIBRARY - DISK CLEANING	30.00
ED.M.FELD EQUIPMENT CO.	FIRE - SUPPLIES	1,204.00
FARM PLAN	WATER - CLOTHING ALLOWAN	79.99
FLEET SERVICES	POLICE - FUEL	495.71
GARLING CONSTRUCTION INC	CAPITAL PROJECTS - FIRE	128,744.95
GAZETTE COMMUNICATIONS	ADMIN - POLICE CHIEF	162.68
GENERAL PEST CONTROL	LIBRARY - SERVICE	70.00
GIERKE-ROBINSON CO	PARK & REC - NAIL STAKES	73.20
	PARK & REC - SUPPLIES FO	595.25
GOODALE, MATTHEW	ACH PAYROLL EXPENSE	1,348.86
GREATAMERICA LEASING COR	ADMIN - COPIER SERVICE	252.06
GRIMM, JOHN	PAYROLL EXPENSE	376.50
GROUT MUSEUM DISTRICT	LIBRARY - SUMMER READING	189.54
HANNA, JOHN	ACH PAYROLL EXPENSE	1,069.60
HANSEN ASPHALT	WATER - MAIN STREET PATC	1,404.00
HANSEN, TRENT	FIRE - REIMBURSEMENT FOR	1,641.07
HEICK, GINA	ACH PAYROLL EXPENSE	184.13
HOSPERS & BROTHER PRINTE	FIRE - OFFICE SUPPLIES	94.30
HSBC BUSINESS SOLUTIONS	CEMETERY - UTILITY TRAIL	259.99
INTERNAL REVENUE SERVICE	FEDERAL W/H	1,887.18
	FICA-MED.CAR	2,223.59

	FICA-MED.CAR	620.04
INTERNAL REVENUE SERVICE	FEDERAL TAX PAYMENT	350.13
IOWA ASSN. MUN. UTIL.	WATER - TRAINING	20.00
	WATER - EIASSO DUES	308.65
IOWA BUSINESS SUPPLY	ADMIN - OFFICE SUPPLIES	36.95
	ADMIN - OFFICE SUPPLIES	7.05
	ADMIN - OFFICE SUPPLIES	118.28
	WATER - OFFICE SUPPLIES	20.58
IOWA DNR	SEWER - CERTIFICATION EX	30.00
	WATER - CERTIFICATION EX	30.00
	SEWER - OPERATOR CERTIFI	60.00
IOWA FINANCE AUTHORITY	REVENUE SRF BOND LOAN PYMT	48,705.00
IOWA FINANCE AUTHORITY	REVENUE SRF BOND LOAN PYMT	4,207.50
IOWA FINANCE AUTHORITY	SRF GO BOND LOAN PYMT	103,392.50
IOWA NETWORK SERVICES IN	ADMIN - SERVICE	26.99
IOWA ONE CALL	WATER/SEWER - SERVICE	42.30
IPERS	IPERS	1,928.98
	IPERS	876.81
JOHNSON COUNTY REFUSE IN	RECYCLING - MAY	3,543.50
	SOLID WASTE - CLEAN UP D	639.80
KARR, DANIEL	PAYROLL EXPENSE	1,078.87
KESSLER, DONALD	PAYROLL EXPENSE	186.20
KNOCHE, REBECCA	ACH PAYROLL EXPENSE	685.51
LEASE CONSULTANTS CORP	LIBRARY - SERVICE CONTRA	59.00
LIBERTY COMMUNICATIONS	VARIOUS DEPTS - PHONE SE	1,110.96
LINN COUNTY R.E.C.	STREETS - UTILITIES	102.00
LUCASSEN, ANGIE	WATER - CREDIT REFUND	29.06
LYNCH'S EXCAVATING INC	WATER - REPAIR WATER MAI	1,878.80
LYNCH'S PLUMBING	LIBRARY - SERVICE	73.60
	FIRE - SERVICE	916.40
	FIRE - SERVICE	62.10
MARCUS THEATRES	LIBRARY - SUMMER READING	20.00
MATT PARROTT AND SONS	WATER/SEWER - BILLING FO	484.44
MEDIACOM	ADMIN - SERVICE	169.85
	ADMIN - SERVICE	34.95
MEDTRONIC EMERGENCY RESP	FIRE - CHEST COMPRESSION	13,649.00
MELISSA RUSSELL	PAYROLL EXPENSE	869.36
MENARDS	PAKR & REC - SUPPLIES	65.57
	STREETS - SUPPLIES	85.76
	TOWN HALL - SUPPLIES	41.94
MENDOZA, JUSTIN	WATER - CREDIT REFUND	62.54
MID-IOWA SOLID WASTE EQU	STREETS - ELGIN SWEEPER	140.93
MOSS, TIMOTHY	ACH PAYROLL EXPENSE	1,021.71
MUCKLER, MATTHEW	ACH PAYROLL EXPENSE	1,863.38
MUNICIPAL SUPPLY INC.	WATER - SUPPLIES	231.50
NAUMAN SOD FARMS	CEMETERY - SOD	29.00
NOEL AUTOMOTIVE	STREETS - SERVICE ON OSH	570.00
O'NEIL, PAUL	ACH PAYROLL EXPENSE	1,175.40
OLSON, ATTY KEVIN	LEGAL - LEGAL SERVICES F	1,250.00
PEDEN, SHANELLE	CABLE - VIDEOTAPING	100.00
	CABLE - VIDEOTAPING	100.00
PESCHEK, AARON	WATER - CREDIT REFUND	71.95
PITNEY BOWES GLOBAL FINA	ADMIN - POSTAGE MACHINE	444.03
PITNEY BOWES PURCHASE PO	ADMIN - SERVICE	10.87
	ADMIN/WATER/SEWER - POST	1,051.20
PLATO ELECTRIC	FIRE - SERVICE OUTSIDE L	442.89
PLAY IT AGAIN SPORTS	PARK & REC - FIRST AID K	124.93
PLUMBERS SUPPLY CO.	WATER - SUPPLIES	31.34
PLUNKETT'S PEST CONTROL	ADMIN - SERVICE	45.76
PORT 'O' JONNY INC.	CEMETERY - SERVICE	80.00
POSTMASTER	ADMIN - POST OFFICE BOX	36.00
PROCTER & GAMBLE HAIR CA	TIF REBATE - FY11 PHASE	215,293.06
	TIF REBATE - FY11 PHASE	432,469.39
PYRAMID SERVICES INC.	CEMETERY - SUPPLIES	61.54
	CEMETERY - X728 JOHN DEE	8,958.65
QC ANALYTICAL SERVICES L	SEWER - TESTING	612.00
QUALITY ENGRAVED SIGNS	ADMIN - SUPPLIES SERVICE	66.00
QUILL CORP	LIBRARY - OFFICE SUPPLIE	30.35
	LIBRARY - OFFICE SUPPLIE	33.54
	LIBRARY - COPY PAPER	25.93
RK DIXON	ADMIN - OFFICE SUPPLIES	89.33

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

GRAND TOTALS 1,287,039.96

FUND TOTALS

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



Subscription Agreement

Local Government Division

Agreement between:

Tyler Technologies, Inc

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

And

City of West Branch, IA

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

Issued date:

May 10, 2011



AGREEMENT

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

COMPANY and CLIENT agree as follows:

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

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

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

Client: City of West Branch, IA

Tyler Technologies, Inc.:

By: _____
 Signature

 Printed Name

 Title

 Date

 Sales Tax Certificate Number

By: S. Brett Cate
 Signature

S. Brett Cate
 Printed Name

President, Local Government Division
 Title

5/10/11
 Issue Date

Investment Summary
 Ashley Borland-Kaalberg
 City of West Branch, IA



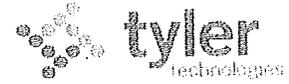
Prepared for: Contact Person: Address: Phone: Fax: Email:	City of West Branch, IA Ashley Borland-Kaalberg 110 Poplar Street West Branch, IA 52358 (319) 643-5888 (319) 643-2305 ashley@westbranchiowa.org	Contract ID # :	2011-0078
		Issue Date:	5/10/11
		Salesman:	R. Pieracci
		Tax Exempt:	Yes / No

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

Please Note: Travel expenses will be billed as Incurred.

Subscription Summary

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



Cost Summary

Professional Services & Hardware	Cost
Implementation Services - GT MIGRATION	15,000
Professional Services - GT MIGRATION	Included
Data & Conversion Assistance Fees - GT MIGRATION	Included
Cash Collections Printer	1,050
Services & Hardware	16,050

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

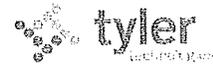
Subscription	Annual Fees
Length of Agreement	2 Years - 24 Months
Number of Users	3
Estimated Fee	7,588
Cash Collections Printer Maintenance - (INCODE - 12 mos warranty)	203
Summary	After Year 1
	7,791

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

Description

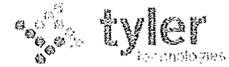
- Project Management
- Maintenance and Support
- High speed FTP connection to INCODE Network
- Daily Back-up Monitoring
- Data integrity check
- Off-site backup
- Assistance with establishing Managed Hosting Connection
- DDRS (Data Disaster Recovery Services)
- Data Conversion from existing CMS-GTsoftware

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



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

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



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

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

Professional Services

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



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

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



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

Tyler OnDemand - Tyler Online Training Center

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



Service

Annual Fee

Tyler OnDemand - Tyler Online Training Center

Tyler Online Training Center

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

- New Webinars and Self Study Courses added throughout the year

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

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

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

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

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

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

NOW, THEREFORE, each agrees as follows:

I. SERVICES LEVELS

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

A. Definitions

When used in this section the following shall mean:

Business Day shall mean Monday through Friday excluding COMPANY holidays.

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

B. CLIENT Services

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

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

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

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

1. System Availability:

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

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

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

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

2. Adding/Changing User Access / Printer:

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

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

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

3. File Restoration:

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

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

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

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

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

4. Update Data in Test Database:

Refresh data in test environment with data from Production environment.

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

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

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

5. New Release/Update Testing Period:

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

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

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

6. COMPANY Subscription Support Call Response:

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

Definition of Severities:

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

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

New Incident

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

Existing Incident

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

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

Escalation Procedure:

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

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

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

2011 Holiday Schedule:

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

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

7. File Back-Up:

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

Data will be cycled off-site regularly.

II. FORCE MAJEURE

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

III. RESOLUTION OF DISPUTES

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

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

IV. MODIFICATION

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

V. SEVERABILITY

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

VI. NO INTENDED THIRD PARTY BENEFICIARIES

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

VII. ENTIRE AGREEMENT

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

VIII. NO AMENDMENT

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

IX. GOVERNING LAW

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

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

CLIENT:

By: _____
Signature

Printed Name

Title

Date

COMPANY:

By: SBRETT CATE
Signature
S. Brett Cate

Printed Name
President, Local Government Division

Title
5/10/11

Date

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

1) LICENSES

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

2) PRICE

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

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

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

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

3) PAYMENT

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

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

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

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

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

f) In the event of any disputed invoice, CLIENT

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

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

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

4) **LIMITATION OF LIABILITY**

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

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

5) **LIMITED WARRANTY**

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

6) **CONFIDENTIALITY**

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

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

7) **RESOLUTION OF DISPUTES**

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

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

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

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

8) TERMINATION, CANCELLATION OR MODIFICATION

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

9) SEVERABILITY

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

10) NOTICES

All notices required or permitted to be given

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

11) NO INTENDED THIRD PARTY BENEFICIARIES

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

12) NONAPPROPRIATION

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

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

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

13) ENTIRE AGREEMENT

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

14) GOVERNING LAW

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

15) APPROVAL OF GOVERNING BODY

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

PROFESSIONAL SERVICES

1) SERVICES PROVIDED

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

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

2) VERIFICATION TESTING OF THE SOFTWARE PRODUCTS

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

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

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

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

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

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

3) PROFESSIONAL SERVICES FEES

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

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

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

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

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

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

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

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

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

4) TRAINING ENVIRONMENT

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

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

5) SITE REQUIREMENTS

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

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

6) PROJECT MANAGEMENT

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

7) ADDITIONAL SERVICES

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

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

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

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

9) TERMINATION, CANCELLATION

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



The Data Conversion Process

Purpose

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

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

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

Who should read this document?

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

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

The Conversion Process

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

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

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



Data Extraction and Transmission of Data

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

File Descriptions and layout

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

Media Type

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

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

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



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

Final Data Extraction

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

Data Extraction Assistance

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

Conversion Scheduling

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

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

Conversion Program Development

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

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



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

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

Conversion Assistance

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

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

Data Validation

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

Conclusion

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

WEST BRANCH FIRE & RESCUE

P.O. Box 218 105 S. Second Street West Branch, IA 52358

Phone 319-643-2110 Fax 319-643-3293

Emergencies Dial 911

Dick Stoolman	1958	
Kevin Stoolman	1978	
Darrall Brick	1980	
Gerry Brick	1982	
Kurt Johnson	1983	
Jodee Stoolman	1986	
Gary Milder	1990	Honary Members
Craig Cochran	1990	Bruce Barnhart
Tim Stull	1993	Brett Butler
Rae Ann Jones	1994	Brad Worrell
Mike Kusick	1996	Jeff Tadlock
David Hosier	1996	Jim Huber
Matt Hills	1997	Kent Stuart
Matt Tisinger	1997	Phil Seydel
Andy Hoiser	1999	Virgil Gingerich
Jim Friis	1999	Bill Jensen
Sandy Heick	2000	Larry Ginther
Tanya Havlik	2000	Larry Cassabaum
Mike Kessler	2002	Marvin Brick
Don Strong Jr.	2002	Steve Jensen
Kory Hanna	2002	Dean Frederick
Chad Schutte	2002	Kyle Jones
Mike Fair	2002	Jeff Stoolman
Zack Thomas	2004	Tim Rex
Adam Fair	2004	Gary Walker
Trent Tisinger	2007	Todd Stoolman
Johnny Platt	2008	
Josh Worrell	2008	
Ryan Jennings	2008	
Trent Hansen	2008	
Neil Gerot	2008	
Dirk Weineke	2008	
James Montchal	2011	

Members that have served and resigned

Dan O'Neil	2009-2011
Corey Nelson	2010-2011

2010-2011		June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total Calls	Total Dollar	Meeting	Officer	Sub-Total Payroll	Minus ISFA Dues	Total Payroll	
1	Dick Stoolman	3	12	5	1	10	1	0	0	0	2	0	1	35	\$140.00	\$92.00	\$1,200.00	\$1,432.00	\$20.00	\$1,412.00	
2	Kevin Stoolman	20	32	23	23	27	22	20	33	25	15	16	25	281	\$1,124.00	\$108.00	\$2,400.00	\$3,632.00	\$20.00	\$3,612.00	
3	Darrall Brick	0	2	1	3	1	3	3	3	1	3	4	1	25	\$100.00	\$24.00		\$124.00	\$20.00	\$104.00	
4	Gerry Brick	3	7	6	7	11	3	8	10	2	4	3	4	68	\$272.00	\$28.00	\$180.00	\$300.00	\$20.00	\$280.00	
5	Kurt Johnson	1	3	0	2	5	1	0	0	0	0	0	0	12	\$48.00	\$68.00		\$296.00	\$20.00	\$276.00	
6	Jodee Stoolman	15	22	15	17	25	11	21	11	15	10	7	15	184	\$736.00	\$52.00	\$180.00	\$788.00	\$20.00	\$768.00	
7	Gary Milder	5	11	2	3	2	4	6	6	4	6	2	2	53	\$212.00	\$72.00	\$180.00	\$464.00	\$20.00	\$444.00	
8	Craig Cochran	2	6	8	4	8	1	0	0	1	2	6	9	47	\$188.00	\$76.00		\$264.00	\$20.00	\$244.00	
9	Tim Stull	1	10	7	11	0	0	0	0	0	0	5	5	39	\$156.00	\$40.00		\$196.00	\$20.00	\$176.00	
10	Rae Ann Jones	2	5	6	5	4	2	6	5	4	3	5	0	47	\$188.00	\$100.00	\$900.00	\$1,188.00	\$20.00	\$1,168.00	
11	Mike Kusick	3	9	2	8	8	7	10	14	6	4	3	6	80	\$320.00	\$100.00	\$600.00	\$1,020.00	\$20.00	\$1,000.00	
12	David Hosier	16	10	19	18	23	17	13	20	15	20	12	15	198	\$792.00	\$104.00	\$600.00	\$1,496.00	\$20.00	\$1,476.00	
13	Matt Hills	6	15	16	19	9	10	8	18	11	14	8	14	148	\$592.00	\$40.00		\$632.00	\$20.00	\$612.00	
14	Matt Tisinger	9	18	9	8	10	8	5	7	6	8	5	13	106	\$424.00	\$84.00	\$240.00	\$748.00	\$20.00	\$728.00	
15	Andy Hosier	3	13	15	12	18	9	8	12	8	11	6	15	130	\$520.00	\$104.00	\$360.00	\$984.00	\$20.00	\$964.00	
16	Jim Friis	8	18	10	4	15	5	11	7	6	9	4	6	103	\$412.00	\$68.00		\$480.00	\$20.00	\$460.00	
17	Sandy Heick	9	4	4	5	6	9	3	3	6	2	2	7	60	\$240.00	\$80.00	\$600.00	\$920.00	\$20.00	\$900.00	
18	Tanya Havlik	7	13	9	8	11	6	10	11	5	8	5	6	99	\$396.00	\$60.00	\$480.00	\$936.00	\$20.00	\$916.00	
19	Don Strong jr	3	2	3	4	1		2	3	0	1	2	1	22	\$88.00	\$60.00	\$180.00	\$328.00	\$20.00	\$308.00	
20	Kory Hanna	0	4	7	3	7	3	4	4	0	6	0	2	40	\$160.00	\$80.00		\$240.00	\$20.00	\$220.00	
21	Chad Schutte	5	14	10	8	9	5	8	8	12	8	4	4	95	\$380.00	\$88.00	\$360.00	\$828.00	\$20.00	\$808.00	
22	Mike Fair	17	23	15	5	16	10	16	14	11	10	6	13	156	\$624.00	\$100.00		\$724.00	\$20.00	\$704.00	
23	Zach Thomas	1	13	10	9	14	5	14	12	9	9	5	11	112	\$448.00	\$88.00		\$536.00	\$20.00	\$516.00	
24	Adam Fair	12	11	10	9	9	7	3	10	8	9	6	13	107	\$428.00	\$64.00		\$492.00	\$20.00	\$472.00	
25	Trent Tisinger	7	11	11	8	16	5	13	13	4	4	5	8	105	\$420.00	\$84.00	\$300.00	\$804.00	\$20.00	\$784.00	
26	Johnny Platt	3	12	5	8	9	3	1	6	1	9	0	2	59	\$236.00	\$36.00	\$600.00	\$872.00	\$20.00	\$852.00	
27	Josh Worrell	7	20	16	7	16	10	5	17	7	14	5	13	137	\$548.00	\$88.00	\$410.00	\$1,046.00	\$20.00	\$1,026.00	
28	Ryan Jennings	3	11	7	2	1	4	9	11	6	3	3	2	62	\$248.00	\$68.00	\$240.00	\$556.00	\$20.00	\$536.00	
29	Trent Hansen	7	16	13	13	4	11	9	15	13	11	7	13	132	\$528.00	\$104.00	\$360.00	\$992.00	\$20.00	\$972.00	
30	Neil Gerot	15	12	12	9	28	15	26	30	11	8	6	8	180	\$720.00	\$72.00		\$792.00	\$20.00	\$772.00	
31	Dirk Weineke	6	8	5	2	7	2	4	0	1	0	1	1	37	\$148.00	\$40.00	\$240.00	\$428.00	\$20.00	\$408.00	
32	Dan O'Neil	2	2	6	6	5	3	2	5	0	0	0	0	31	\$124.00	\$20.00		\$144.00	\$20.00	\$124.00	
33	Cory Nelson	0	0	12	12	2	0	0	0	0	0	0	0	26	\$104.00	\$12.00		\$116.00	\$20.00	\$96.00	
34														0	\$0.00			\$0.00		\$0.00	
35														0	\$0.00			\$0.00		\$0.00	
36														0	\$0.00			\$0.00		\$0.00	
	Mike Kessler	3	1	0	0	0	0	0	0	0	0	0	0	4	\$16.00	\$4.00	\$50.00	\$70.00	\$20.00	\$50.00	
	Totals	25	39	32	29	45	27	31	39	30	23	23	32	375	\$12,080.00	\$2,308.00	\$10,480.00	\$24,868.00	\$680.00	\$24,188.00	
	Fire	9	7	3	8	14	7	6	8	9	10	5	10	96							
	Medical	16	32	29	21	31	20	25	31	21	13	18	22	279							

WEST BRANCH FIRE & RESCUE

P.O. Box 218 105 S. Second Street West Branch, IA 52358

Phone 319-643-2110 Fax 319-643-3293

Emergencies Dial 911

2011/2012 Officers

Chief- Kevin Stoolman

Chief Admin- Dick Stoolman

1st Assistant- Mike Kusick

2nd Assistant- David Hosier

President- Trent Hansen

Secretary- Rae Jones

Treasurer- Trent Tisinger

Trustee 1st Year- Kory Hanna

Trustee 2nd Year- G. Milder

Trustee 3rd Year- D. Strong

Medical Officers- Sandy Heick and Johnny Platt

Training Officer- Joey Wendt

191- Captains- Josh Worrell and Zach Thomas

192 Captain- Matt Tisinger

195- Captain / Cub Cadet- A. Fair

196- Captain – Jim Friis

197- Captain – Andy Hosier

199- Captain – Craig Cochran

Cleaning- 3 Department Members Each Month

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of March, 20 11, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and City of West Branch, Iowa, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$20,000.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of August 6, 20 11 at approximately _____:_____ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

_____ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

_____ the sum of \$10,000.00 as a down payment upon execution of this Agreement. The balance of \$10,000.00 shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$20,000.00 in full by May 27, 2011 (70 days prior to the event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

_____ \$20,000.00 in full by July 6, 2011 (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation. If Buyer postpones or cancels the fireworks display after the Seller has arrived on site and began setting up the display, the Buyer shall pay to the Seller the amount of the shoot fee \$2,190.00 as payment in full for the postponement/cancellation fee. If the Buyer postpones or cancels the display prior to Seller arriving on site for set up, there will be no charge for rescheduling.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _____ or another date as agreed to by both parties. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.

5. Insurance. (Check one of the below options):

Seller agrees to provide, at its expense, public liability and property damage insurance coverage, including spectator coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance naming the Buyer as an additional insured, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Buyer not less than two (2) weeks in advance of such proposed termination or modification. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

Buyer agrees to provide, at its expense, public liability and property damage insurance coverage with a rating by AM Best of A VIII or higher, including spectator coverage in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance naming the Seller as an additional insured, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Seller not less than two (2) weeks in advance of such proposed termination or modification. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

6. Buyer agrees to provide:

- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: James J. Walker
J & M Displays, Inc.
SELLER

BY: _____
BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.

Review top section making any necessary changes or additions.

RETURN TO J & M

J & M DISPLAYS, INC. FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE

Download these forms from www.jandmdisplays.com

CERTIFICATE HOLDER (NAMED INSURED): City of West Branch, Iowa

ADDRESS: PO Box 218

CITY: West Branch STATE: IA ZIP: 52358

PHONE: _____ FAX: _____

EMAIL: ashley@westbranchiowa.org

EFFECTIVE DATE(S): August 6, 2011 RAIN DATE: _____

ADDITIONAL NAMED INSURED:

- NAME / ADDRESS / E-MAIL: City of West Branch
INTEREST IN EVENT: sponsor
- NAME / ADDRESS / E-MAIL: _____
INTEREST IN EVENT: _____
- NAME / ADDRESS / E-MAIL: _____
INTEREST IN EVENT: _____
- NAME / ADDRESS / E-MAIL: _____
INTEREST IN EVENT: _____

TYPE OF SHOW: (Check all that apply.) INDOOR PROXIMATE OUTDOOR 1.4G CONSUMER 1.3G DISPLAY 1.1G DISPLAY (12" & 16")

LOCATION OF EVENT: _____

DRAW A DIAGRAM on the back of this application or attach a map of the shooting area showing:

1) mortar placement; 2) planned direction of shooting; 3) distances. (REQUIRED)

Distance to nearest exposure _____ ft. Distance to spectators _____ ft.

Distance to nearest vehicle _____ ft.

Are there fallout spotters YES NO Size of largest shell being shot: _____ inches

Name of designated Pyrotechnician: Tim Zurmuehlen

FIREWORKS WARRANTY:

- Fireworks will be displayed not less than required by NFPA standards away from spectators, vehicles and other exposures with a minimum of 300 feet for 1.3G shows.
- All displays will be aimed away from spectators.
- A test shell will be shot into the air at least one hour before scheduled display.
- Fireworks that have been wet at any time prior to display will not be used.
- All fireworks have been purchased only from J & M Displays, Inc. Merchandise from other companies and/or home-made products are not covered under this liability extension.
- Firing area will be policed for all debris upon completion of firing display and inspected by the shoot team.
- Firing area will be inspected by the sponsoring organization at first light the following day.
- Pyrotechnicians are specifically excluded from all liability coverage.
- Any claims must be reported to the Yarmouth, Iowa office in writing within 72 hours of the incident.

Revised 12/17/09 SIGNATURE

DATE

RESOLUTION NO. 945

**A RESOLUTION APPROVING THE TRANSFER OF FUNDS AS ADOPTED IN THE
SIGNED LOAN AGREEMENT WITH IOWA FINANCE AUTHORITY STATE
REVOLVING FUND**

WHEREAS, per the signed loan agreement monthly transfers where required to be placed within a sinking fund; and,

WHEREAS, these funds are needed to provide funding for Revenue Bond payments to Iowa Finance Authority on an annual basis.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of West Branch, Iowa does hereby approve the monthly transfers for Fiscal Year 2011-2012 listed below:

- 1) Transfer monthly \$5,500.00 into Water Sinking Fund to cover Revenue SRF Bond Payment with monies transferred out of the Water Fund.

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

BY:

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

**CONTRACT FOR SERVICES WITH
EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION**

THIS CONTRACT, entered into by and between the East Central Intergovernmental Association (hereinafter called ECIA) and under a passed and approved resolution of the City of West Branch, (hereinafter called the City), requesting ECIA's assistance in carrying out this Contract and attached Scope of Services, and approved by ECIA on _____, 2011.

TERMS. This Contract carries the following terms.

SECTION 1. Scope of Services

ECIA shall provide and perform the necessary services required to carry out the City of West Branch Comprehensive Plan as set out in the Scope of Services (Attachment A). ECIA will provide overall project management. Should the scope of the project go beyond that indicated in Attachment A due to changes for any reason, it may be necessary to adjust the project cost by mutual agreement.

SECTION 2. Time of Performance

The services of ECIA shall commence as outlined in the Scope of Services, Attachment A, upon execution of this contract by both the City and ECIA. The project will be final upon the completion of the work activities identified in Attachment A, established to be approximately fourteen months from the start of the planning process.

SECTION 3. Method of Payment

Payment shall be due upon receipt of a monthly bill for services. ECIA will charge hourly rate for staff services according to the hourly rate set by the ECIA Council. Total payment shall be \$14,050 from the City divided over two fiscal years (FY 2012 and FY 2013) for the services described in Attachment A. Any additional services will be billed on a hourly rate of \$73.00 per hour.

SECTION 4. Personnel

ECIA represents that it has, or will acquire, all personnel necessary to perform the services under this Contract and will act as the overall project manager coordinating services.

SECTION 5. Property

ECIA shall be free to acquire or use existing property, real or personal, as it deems necessary in the performance of work under this agreement.

SECTION 6. Termination by the Consortium

1. The City may, by thirty days written notice to ECIA, terminate this contract in whole or in part at any time either for the City's convenience or because of the failure of ECIA to fulfill its obligations under the contract. Upon receipt of such notice, ECIA shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) within 30 days deliver to the City all data, drawings, specifications, as may have been accumulated by the ECIA in performing this contract.
2. Notwithstanding the above, ECIA shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by ECIA. The City may withhold any and all payments to ECIA for the purposed damages and breach of contract until such time as the exact amount of damages due the City from ECIA is determined.
3. If the termination is for convenience of the City, ECIA shall be entitled to compensation determined in accordance with Section 3 of this contract.
4. If the termination is because of the failure of a subcontractor to fulfill their obligations to ECIA, ECIA shall have thirty (30) days to cure such breach after receiving written notice from the City of its intent to terminate the contract.

SECTION 7. Termination by ECIA

ECIA may terminate this contract by thirty (30) days written notice to the City for the following reasons:

1. Both parties agree a continuation of the contract will not be in the best interests of the City.
2. ECIA ceases to exist or it is restricted or prohibited by its governmental authorities from continuing to provide services under this contract.

SECTION 8. Political Activity

No portion of the compensation shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or to further the election or defeat of any cause subject to public vote.

SECTION 9. Information to be provided by the City

- Existing Comprehensive Plans
- Existing land use maps in GIS format or paper format
- Existing Zoning Map
- Current Zoning Ordinance
- Current Subdivision Ordinance
- Current building permit data
- City parcel files in GIS format
- Additional information as required

SECTION 10. Subcontractors

If for any reason it is necessary for ECIA to replace any subcontractors under this agreement, ECIA shall have the right and authority to make said changes in subcontractor providing five (5) days written notice to the City of West Branch, Iowa, of the change of subcontractor status. Said change shall be subject to the approval of the City of West Branch, Iowa, the City agreeing that their consent shall not be unreasonably withheld.

PASSED AND APPROVED:

City of West Branch - Authorized Representative	Date	Attest
--	-------------	---------------

East Central Intergovernmental Association Representative	Date	Attest
--	-------------	---------------

Attachment A

City of West Branch Comprehensive Plan Scope of Services

East Central Intergovernmental Association (ECIA) will update the City of West Branch's existing Comprehensive Plan. ECIA staff anticipates working in conjunction with the City's Planning and Zoning Commission, City Administrator, City Staff and the City Council.

Scope of Services:

Phase 1: Initial Meeting: Meet with the City of West Branch Planning and Zoning Commission to confirm scope of services and timeline. Set tentative meeting public meeting dates and locations. At this meeting the comprehensive plan update will begin by reviewing the existing conditions of the City. The Planning and Zoning Commission will be asked to review previous and existing plans to determine what is still relevant for the City of West Branch.

ECIA staff plan to attend the Planning and Zoning Commission meetings quarterly to provide updates, answer questions and to provide face to face accessibility to the ECIA staff.

Phase 2, Data Gathering: During this phase, ECIA staff will gather and compose demographic data including but not limited to:

- Population
- Employment
- Income
- Economic
- Education
- Housing
- Natural/Cultural Resources

Data will be presented in a visual format for easy reference. Data such as population will be projected using several methods to determine a more accurate picture of the future growth with the City. A windshield survey of the existing land use within the City will be completed if needed. This phase will also include the completion of the existing land use map for the City.

Phase 3, Public Input Meeting: This meeting will be planning work sessions with the public to determine both long term and short term goals, objectives and vision for the future of the City of West Branch.

Phase 4, Develop and Administer Community Wide Survey: Based on the information gathered in Phases 3 and 4 a community wide survey will be given to gain buy-in as well as determine the priority of the goals and objectives. The Planning and Zoning Commission will be asked to

review a draft of the survey to ensure all necessary questions are asked. The Planning and Zoning Commission will also be asked to provide input into how the surveys should be distributed to the public (web based, pick-up points, etc).

Phase 5, Tabulate Community Wide Survey & Prepare Preliminary Future Land Use Map: The survey results will be tabulated. A preliminary future land use map will be developed from information gathered in phases 1-5. This information will be presented to the Planning and Zoning Commission for review. This information may be displayed for public viewing. This phase also includes developing other useful maps for the comprehensive plan.

Phase 6, Draft Comprehensive Plan: ECIA staff will create a draft City of West Branch Comprehensive Plan. The City of West Branch Comprehensive Plan will include the following chapters:

Chapter 1: Introduction

- a. Purpose of the Plan
- b. Comprehensive Planning
- c. Elements of the Comprehensive Plan
- d. Public Involvement

Chapter 2: Vision: State Goals & Objectives and Policy Statements

Chapter 3: Sustainability Principals

Chapter 4: Community Profile/Character

- a. Population
- b. Employment
- c. Income
- d. Economy
- e. Education
- f. Housing
- g. Natural/Cultural Resources
- h. Geography
- i. Hazards
- j. History
- k. Issues and Opportunities

Chapter 5: Land Use

- a. Existing Uses
 - i. Agricultural
 - ii. Residential
 - iii. Commercial
 - iv. Industrial
 - v. Institutional

- vi. Recreation/Conservation
- b. Proposed Future Uses
 - i. Agricultural
 - ii. Residential
 - iii. Industrial
 - iv. Institutional
 - v. Recreation/Conservation

Chapter 6: Housing

- a. Existing
- b. Needed

Chapter 7: Economic Development

Chapter 8: City Districts

- a. Existing
- b. Envisioned

Chapter 9: Public Infrastructure and Utilities

- a. Water System
- b. Sewer System
- c. Telecommunications
- d. Other Utilities

Chapter 10: Transportation System

- a. Existing System
- b. Proposed System

Chapter 11: Hazards

Chapter 12: Recreational Facilities/Programs and Agricultural and Natural Resources

Chapter 13: City Facilities/Services and Finance

Chapter 14: Intergovernmental Relations/Collaboration and Image

Chapter 15: Strategies and mechanisms for Plan Implementation

- a. On-Going
- b. Short-Term
- c. Long-Term
- d. Use of the Comprehensive Plan
- e. Coordinated Use of Development Controls
- f. Programming of Capital Improvements
- g. Cooperation and Assistance of Other Governmental Agencies

Phase 7, Presentation of Draft City of West Branch Comprehensive Plan: The Draft City of West Branch Comprehensive Plan will be presented to the Planning and Zoning Commission. Discussion and any suggestions for refinements and clarifications will be included in this phase. Completion of any requested refinements in preparation of the formal public hearing, review and final approval process will conclude this phase for which one to two meetings are envisioned.

Phase 8, Public Hearings: ECIA staff will schedule a least two public hearings (one public hearing for the Planning and Zoning Commission and one public hearing for the City Council).

Phase 9, Final Plan Adoption: The final City of West Branch Comprehensive Plan will be presented to the Planning and Zoning Commission for approval and recommendation to the City Council for adoption. Then the final City of West Branch Comprehensive Plan will be presented to the City Council for adoption.

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.

*Per Chapter 15.02, Mayor, Powers and Duties, of the Code of Ordinances of the City of West Branch, the Mayor acts "as the chief executive officer of the City and presiding officer of the Council, supervises all departments of the City, except for supervisory duties delegated to the City Administrator." At the current time, the Mayor has delegated supervisory duties of all departments to the city administrator, but this could change in the future.

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 constrains 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. Administrates 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 Council

Date: June 20, 2011



STATE OF IOWA

TERRY E. BRANSTAD, GOVERNOR
KIM REYNOLDS, LT. GOVERNOR

DEPARTMENT OF NATURAL RESOURCES
ROGER L. LANDE, DIRECTOR



RECOVERY.GOV

June 9, 2011

CERTIFIED MAIL

The Honorable Don Kessler
Mayor of the City of West Branch
City Hall
110 North Poplar Street
PO Box 218
West Branch, IA 52358

RE: Former Rummells Oil Company property, 117 West Main Street, West Branch
Iowa LUST ARRA Contract No. ESD7525KAnder100011
Registration No. 198609733 LUST No. 7LTL10

Dear Mayor Kessler:

The United States Congress passed the American Recovery and Reinvestment Act of 2009 which included \$200 million for cleanup of leaking underground storage tanks (LUST). The primary purpose of this money was to provide economic stimulus with a secondary benefit of providing funds for LUST cleanup activities. The Environmental Protection Agency (EPA), Office of Underground Storage Tanks (OUST) distributed these funds to the states to be spent to assess and clean up petroleum contamination from federally-regulated underground storage tank sites where responsible parties are unknown, unwilling or unable to pay for cleanup activities or in cases of emergency. The Iowa Department of Natural Resources (DNR) was awarded \$2,643,000 of funds through this program to be used for economic stimulus and the cleanup of LUST sites located throughout the state of Iowa. This project is referred to as the Iowa LUST American Recovery and Reinvestment Act Project or Iowa LUST ARRA Project.

The Iowa DNR, in partnership with the U.S. EPA, has entered into an agreement with **Terracon Consultants, Inc.** to accomplish the objectives of the Iowa LUST ARRA Project. The purpose of this letter is to inform the city of West Branch that the DNR desires to complete work on property owned by the city identified as Cedar County Parcel Number 050013064780230 (city property) which is located adjacent to the Former Rummells Oil Company property (location referenced in the subject line of this letter). The Former Rummells Oil Company property and associated adjacent properties have been selected to receive funding under this project and the DNR wishes to explain generally the environmental corrective action that may be done, what might be expected of the city and seek the city's cooperation in completing these activities under the Iowa LUST ARRA Project.

Work activities at the city property may include permanent tank/piping closure, Tier 1 and Tier 2 assessment, soil excavation, longer-term remediation design and implementation, high risk receptor removal and replacement, monitoring well replacement and other LUST cleanup

502 EAST 9th STREET / DES MOINES, IOWA 50319-0034
PHONE 515-281-5918 FAX 515-281-8895 www.iowadnr.gov

related activities. All of the work performed at the city property needs to be accomplished in order to comply with Iowa law. All work will be regulated under the Iowa Administrative Code, Section 567, Chapter 135.

Terracon Consultants, Inc. has been retained by DNR as the contractor for this work and has been required to establish all the necessary insurance to cover the risk of personal or property damage arising out of their activities on the city property. They will be required to restore the city property to reasonably the same condition it was prior to entry. If concrete is removed, it will be replaced with gravel in most cases. The contractor will not begin any work on the city property until the city has had the opportunity to meet the contractor, jointly inspect the site, and discuss the proposed work. The contractor cannot begin work on the city property until the city has signed and returned the enclosed Right of Entry and Indemnity Agreement to the contractor. By signing and returning the Right of Entry and Indemnity Agreement to the contractor, the city is giving their legal written permission for work to be completed at the city property site and for the contractor to enter the property and begin work.

A standard Right of Entry and Indemnity Agreement is enclosed. The city is asked to carefully review, sign and return it to the following address:

**Dennis Sensenbrenner, Project Manager
Terracon Consultants, Inc.
600 SW 7th Street, Suite M
Des Moines, IA 50309**

The work on the city property is being paid by federal Recovery Act funds administered by the DNR. Under Federal law, the DNR is required to consider recovery of expended funds against parties who may be liable for the corrective action as owners and operators of the underground storage tanks (USTS). Cost recovery can occur by placement of a lien against the property or by seeking recovery against other income and assets of responsible parties.

The DNR has confirmed that the city of West Branch is not a liable party. Therefore, the Department does not intend to seek cost recovery against the city of West Branch as the property owner or to place a lien on the city property.

Please note that federal Recovery Act funds for the Iowa LUST ARRA Project are available for a limited time and funding is scheduled to terminate on September 30, 2011. Due to this deadline, Iowa DNR has chosen project sites for the Iowa LUST ARRA Project in which cleanup activities can be implemented quickly. The contractor and DNR will make attempts to receive your cooperation for participation in the Iowa LUST ARRA Project.

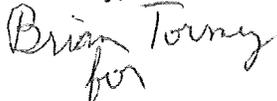
If the Right of Entry and Indemnity Agreement is not acceptable, please contact Dennis Sensenbrenner, Terracon Consultants at 515.244.3184. You may also contact Karen Anderson, DNR, at 515-281-8964 to discuss your concerns concerning the Right of Entry and Indemnity Agreement. Terracon and DNR expect you may have questions and we will be happy to answer any of your questions or concerns. You should also feel free to contact Tammy Vander Bloemen, DNR Project Manager, at 515-281-8957 regarding environmental

City of West Branch
LUST ARRA Project – LUST 7LTL10
June 9, 2011
Page 3

technical questions regarding your property site. Questions concerning cost recovery may be directed to Aaron Brees, DNR Attorney, at 515.281.5965.

It is our hope that you will participate in the LUST ARRA Project. Your cooperation may result in the Former Rummells Oil property being in compliance with Iowa law.

Sincerely,

Handwritten signature of Elaine R. Douskey in cursive script.

**ELAINE R. DOUSKEY, SUPERVISOR
UNDERGROUND STORAGE TANK SECTION
IOWA DEPARTMENT OF NATURAL RESOURCES**

ERD\karp:kanders\EPA LUST ARRA\Start Letter\7LTL10 City of West Branch.doc

Enclosure: Right of Entry and Indemnity Agreement form

C: Dennis Sensenbrenner, Terracon Consultants, Inc., 600 SW 7th Street, Suite M, Des Moines, IA 50309
Tammy Vander Bloemen, DNR LUST ARRA Project Manager
Verne Schrunk, DNR LUST Staff
DNR Field Office 6



RECOVERY.GOV

IOWA DEPARTMENT OF NATURAL RESOURCES RIGHT OF ENTRY AND INDEMNITY AGREEMENT

This Agreement is made this ____ day of _____, 20____, by and between the City of West Branch, Iowa ("Property Owner"), and Terracon Consultants, Inc. ("The Contractor") (jointly the "Parties").

The Iowa Department of Natural Resources ("DNR") has entered into a contract ("Contract") with The Contractor to conduct certain environmental corrective action at property identified as Cedar County Parcel Number 050013064780230 with the following legal description: lying in the SE corner of Lot 71, Block 38, City of West Branch, Iowa, full legal description to be determined, (the "Property"). This property is a city owned parking lot and is located adjacent to the underground storage tank (UST) site located at 117 West Main, West Branch, Iowa and identified by DNR Registration No. 198609733 and DNR LUST No.7LTL10.

This corrective action may involve the replacement of monitoring wells, the removal of USTS, excavation of soil and surface covering, the placement of temporary boreholes and permanent groundwater monitoring wells, periodic onsite sampling of soil and groundwater and other remedial action. The Parties wish to establish reasonable terms for access to the Property, now and in the future.

The Parties, for valuable consideration, agree to the following:

1. **Property Owner** is an owner of the **Property** and authorized to grant access to the real estate as provided in this agreement.
2. **Property Owner** agrees to allow **The Contractor** , it agents, employees and assigns, the right to enter the **Property** for the purpose of permanently closing USTS by removal or filling in place and completing a Tier 1 and/or Tier 2 site assessment in accordance with **DNR** administrative rules contained in Chapter 567 IAC 135 and the **Contract**. This corrective action may include periodic soil and groundwater sampling, soil and surface covering removal, the placement of temporary boreholes and permanent groundwater monitoring wells and other corrective action as directed by the **DNR** .
3. **The Contractor** agrees to provide the **Property Owner** reasonable notice in advance of entry to the **Property** and a reasonable description of the actions to be taken on the **Property**.
4. **The Contractor** agrees to reasonably restore the property to the condition immediately prior to entry. If concrete is required to be removed in the course of removing USTS and associated piping and equipment, **The Contractor** agrees to replace the concrete with gravel.
5. **The Contractor** agrees to indemnify the **Property Owner** for all claims, losses, damages or reasonable expenses to the extent they arise out of the performance of activities by **The Contractor**, its agents, employees and assigns conducted on the **Property**.
6. This **Agreement** is effective upon execution by all parties. This **Agreement** shall terminate upon written notice from the **DNR** that **The Contractor** has completed its obligations for corrective action at the **Property** as provided in the **Contract**.

City of West Branch, Property Owner

Dated this ____ day of _____, 20____.

Dennis Sensenbrenner, Project Manager
Terracon Consultants, Inc.

Dated this ____ day of _____, 20____.

GARLING CONSTRUCTION INC

5210 20th Ave
Cedar Rapids, IA 52404
Phone: (319) 398-3340
Fax: (319) 398-3363

Change Order

06/14/2011

Project: WEST BRANCH FIRE

To: MATT MUCKLER
CITY OF WEST BRANCH
PO BOX 218 110 N. POPLAR ST
WEST BRANCH, IA 52358
(319) 643-5888

Contract : 5287
Change Order: 2
Owner/GC 2
Reference: COR2
Section

RE: electrical changes

Requested by A&H Electric

Respond By: 6/17/2011

Scope of Work:

Electrical changes per owners request

A&H Electric	\$348
Garling Construction 10% -	\$35
Total	\$383

Signed

Signed

GARLING CONSTRUCTION INC

By: TROY PINS
Date: 6-14-11

By: 
Date: 6/15/11

Distribution:

A & H Electric Inc
 4240 Turkey Creek Rd Ne
 Iowa City, IA 52240

Proposal

Date	Proposal #
6/8/2011	1064

Name / Address
Garling Construction 1120 11th Street Belle Plaine, IA 52208-1705

Project
West Branch Fire Station
Item
Feeder Changes and Additions

Description	Qty	U/M	Cost	Total
Add Ceiling Fan, 2" Nipple Between Panels, and 30A/208V Receptacle by NE Door				
1P C1221 Switch	1	ea	5.54	5.54
4 Sq. Box	1	ea	7.29	7.29
4 11/16" Box	1		11.42	11.42
QO 2/30 A Breaker	1	ea	21.66	21.66
1/2" EMT Conduit	109	ft	0.32	34.88
2" EMT Conduit	1	ea	3.28	3.28
3/4" EMT Conduit	103	ft	0.60	61.80
1/2" Steel SS Connectors	6	ea	1.51	9.06
1/2" EMT Steel SS Couplings	22	ea	1.44	31.68
Industrial Ceiling Fan	1	ea	75.60	75.60
Industrial Switch Cover	1	ea	5.50	5.50
Industrial Receptacle Box Cover 4 11/16"	1	ea	19.60	19.60
1/2" One Hole Straps	14	ea	0.38	5.32
3/4" One Hole Straps	13	ea	0.49	6.37
2" Plastic Bushings	2	ea	2.14	4.28
Red Wire Nuts	3	ea	0.17	0.51
30A/208V4W Twist Lock Receptacle	1	ea	26.53	26.53
Tek Screws	27	ea	0.10	2.70
#12 THHN Sol Wire	344	ea	0.22	75.68
#10 THHN Wire	325	ea	0.32	104.00
2" Unistrut strap	1	ea	3.14	3.14
Labor Rate	13.47	Hr	47.00	633.09
Deduct for Feeder and Timers				
Charger Timers	2	ea	-67.25	-134.50
1-1/2" EMT	60	ea	-1.34	-80.40
1-1/2" Steel SS Couplings	5	ea	-2.18	-10.90
Tek Screws	5	ea	-0.10	-0.50
#3 THHN Wire	240	ft	-0.98	-235.20
1-1/2" Unistrut Straps	5	ea	-2.07	-10.35
Labor Rate	7	Hr	-47.00	-329.00
Total				\$348.08

383

~~348~~
~~35 10 30~~
~~10000~~

ENGINEERING SERVICES AGREEMENT

French-Reneker-Associates, Inc., Engineers & Surveyors of Fairfield, Iowa, (hereinafter referred to as the ENGINEER), hereby offers engineering services to the City of West Branch, Iowa, (hereinafter referred to as the OWNER), in connection with design and engineering during construction for a proposed 300-acre drainage area flood control dam in Section 36, T80N, R5W, Johnson County, Iowa in the Hoover Creek Watershed.

I. SCOPE OF SERVICES

The ENGINEER agrees to provide engineering services in connection with the proposed project as set forth in the elements shown below.

A. Preliminary Services

Services to be provided relating to engineering and technician needs during the preliminary project phase are as follows:

1. Work with the OWNER to determine the general features of the project, and to define the project concept.
2. Prepare a preliminary design.
3. Perform a breach routing to determine hazard classification of the proposed dam.
4. Prepare preliminary drawings and a cost estimate, and submit these to the OWNER and the Hoover Watershed Coordinator for review and comment.

B. Design Services

Services to be provided relating to engineering and technician needs during design are as follows:

1. Make field surveys upon which to base design.
2. Make detailed designs.
3. Prepare detailed drawings and specifications and submit them to the OWNER and the Hoover Watershed Coordinator for review and comment.
4. Alert the utilities to the upcoming project.
5. Compute and tabulate estimates of project quantities and probable construction cost.
6. Furnish drawings and specifications to the landowner for him to acquire a contractor for construction of the dam.

C. Engineering Services During Construction

Services to be provided relating to engineering and technician needs during construction are as follows:

1. Set up and conduct a preconstruction conference.
2. Establish basic survey control for construction staking.
3. Perform limited observation of the various elements of the project during the construction process to determine compliance with the drawings and specifications. (Nothing in this Agreement shall be construed to mean that the ENGINEER will direct the Contractor's operation; guarantee the Contractor's faithful performance; or guarantee to detect faulty construction if it occurs.)
4. Explain and interpret drawings and specifications.
5. Make final review of the construction and prepare a declaration of completion.

D. Other Services

In addition to the foregoing, other services are available from the ENGINEER as the need is verified and upon authorization by the OWNER. Among these are the following:

1. Property, boundary, and right-of-way surveys.
2. Geotechnical exploration.
3. Wetland delineations, environmental reviews, and archaeological studies.
4. Changes in approved drawings and specifications.
5. Other engineering services specifically requested by the OWNER.

II. REMUNERATION

The ENGINEER shall submit a monthly invoice for payment for work performed under this Agreement for which the ENGINEER believes payment is due.

Upon review and approval of the invoice by the OWNER, payment will be made promptly in the amount of 100% of the work covered by the invoice. The payment due the ENGINEER shall be made prior to the end of the month if the invoice is received by the tenth (10th) of the month.

Payments not received within 30 days of receipt of invoice will be considered delinquent and will be subject to a late charge of 10% per annum calculated from the 31st day after date of original invoice.

The OWNER agrees to pay all costs of collection, including attorney fees, which may be incurred in the collection of the sums due the ENGINEER pursuant to this agreement.

12,100 The engineering fee for the services in Sections IA and IB is a lump sum of ~~\$15,400~~, payable in monthly installments in an amount based upon the percentage of the total work completed during the month.

The billing for services under Sections IC and ID shall be the sum of the professional service charges plus expenses as defined below:

- Professional Service Charges.....Hours worked multiplied by individual Charge Rates
- Outside Expenses.....Actual Amount
- Outside Consultant and Testing Expenses.....Actual Amount Plus 5%

Charge Rates are defined in the Schedule of Charge Rates included as Attachment A to this agreement.

The term Outside Expenses means non-payroll costs incurred directly in connection with the assignment: such as travel expenses; long distance phone calls; materials; supplies; etc.

The term Outside Consultant and Testing Expenses means the cost associated with hiring various outside consultant and testing services necessary to complete the work under this Agreement.

An engineering budget of ~~\$4,800~~ *3,200* has been established for Sections IC and ID proportioned approximately as shown below. This budget has been estimated to cover the cost of the engineering services envisioned for those sections in this Agreement. The budget for Section IC includes an estimated ~~three (3)~~ *two (2)* site visits during construction. If at any time during the course of the work, it appears the unexpended portion of the budget is not sufficient, the ENGINEER shall make a report to the OWNER, requesting direction as to how the remaining portion of the budget is to be expended.

Agreement Section I

C
D

Engineering Budget

~~\$4,800~~ *3,200*
To be determined as needed by the OWNER

The total engineering budget for this agreement is a combination of the above stated amounts which is ~~\$20,200~~.

15,300

III. SALES TAX AND/OR VALUE-ADDED TAX

Sales tax or value-added tax is not included in the fees described above. If any sales tax or value-added tax for professional services is imposed by any governmental entity, federal, state, or local, the amount of said tax shall be considered a project extra, shall be identified as such on the statements for professional services, and shall be paid in addition to the fees described above.

IV. SCHEDULE

The following project schedule has been established to aid the coordination of the project and to encourage timely completion. The ENGINEER will endeavor to complete his work within the schedule.

It is understood that the achievement of this project schedule will be dependent upon timely reviews, timely Notices to Proceed to the ENGINEER, weather conditions, OWNER's needs; and other activities beyond the control of the ENGINEER.

Approval of Engineering Services Agreement and Issue Notice to Proceed	June 2011
Drawings and Specifications Completed	December 2011

V. OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE

All computer files, field data, notes, or other documents prepared by the ENGINEER pursuant to this Agreement are instruments of service and are not intended or represented to be suitable for the reuse by the OWNER or others. They shall remain the property of the ENGINEER who shall retain all common law statutory and other reserved rights, including the copyright thereto.

The ENGINEER will make additional paper copies of all maps, specifications, or drawings furnished as a part of this Agreement available to the OWNER for the normal and customary cost of reproduction.

Any reuse of documents shall be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. The OWNER shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom.

VI. DURATION OF AGREEMENT

This Agreement will remain in full force and effect until terminated. It may be terminated by either party upon two weeks written notice and payment by the OWNER for the work done at the rate set forth in Section II.

FRENCH-RENEKER-ASSOC., INC.
(ENGINEER)

Date: _____ Signed: _____
John W. Meyer, President

The above Agreement is hereby accepted by the City of West Branch, Iowa.

ATTEST: CITY OF WEST BRANCH, Iowa
(OWNER)

Matt Muckler, City Administrator Signed: _____
Don Kessler, Mayor

Date: _____

FRENCH-RENEKER-ASSOCIATES, INC.
SCHEDULE OF CHARGE RATES
EFFECTIVE JANUARY 1, 2011

A. Hourly Rates

(1) Engineer I-Licensed	\$ 142.00
(2) Engineer II-Licensed	140.00
(3) Engineer III-Licensed	130.00
(4) Engineer IV-Licensed	110.00
(5) Engineer V-Engineering Intern	80.00
(6) Registered Land Surveyor	92.00
(7) Engineering Assistant I	80.00
(8) Engineering Assistant II	75.00
(9) Technician I (Chief of party, CADD operator, lead inspector, chief draftsman, accounting director)	70.00
(10) Technician II (Instrumentman, inspector, drafter, CADD operator, secretarial, bookkeeper)	57.00
(11) Technician III (Typist, rodman, chainman, assistant inspector, plotter, entry-level CADD operator)	50.00
(12) Technician IV (Clerk, printer, entry-level rodman, tracer)	35.00

B. Reimbursable Out-of-Pocket Expenses

(1) Travel and subsistence costs. Travel by auto and survey truck will be charged at forty-five cents (\$0.45) per mile. Meals and lodging will be charged at actual cost.

(2) Cost of outside consultation, inspection, sampling, testing, and laboratory; and other outside services used on the assignment---actual amount plus 5%.

(3) Reproduction, drafting materials, survey stakes, and other supplies used on the assignment-actual amount.

(4) Long distance calls relating to the assignment-actual amount.

(5) State sales tax and/or value added tax will be added if and when it becomes a requirement.

THE ABOVE RATES ARE EFFECTIVE DURING THE TERM OF THE AGREEMENT TO WHICH IT IS ATTACHED OR UNTIL DECEMBER 31, 2011,WHICHEVER OCCURS LATER.

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.

First Reading: June 6, 2011
Second Reading: June 20, 2011
Third Reading:

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

Exhibit A

All unconnected properties located within the corporate limits of the City of West Branch that are located north of Interstate 80.

April 1, 2011

Matt Muckler
City Administrator
City of West Branch
P.O. Box 218
110 N. Poplar St.
West Branch, Iowa 52358

The City of West Branch has recently been investigating alternatives for cost recovery on capital improvements projects that are proposed for the near future. The City has expressed an interest in the connection fee method of cost recovery. In order to better understand how the connection fee method would be implemented, a preliminary connection fee district has been prepared for the lift station replacement project that is expected to occur soon. The improvements and associated costs are determined as follows:

LIFT STATION

The proposed improvements to the lift station have been discussed in recent meetings and have been sized at 3,000 gallons per minute capacity with an estimated cost of \$750,000. The Iowa Department of Natural Resources (IDNR) has established general design criteria for wastewater contribution per capita. The contribution is estimated at 100 gallons per day per person. For an area of this size, a ratio of peak to average day flow of 4 is used. The average daily usage rate is estimated for each type of development based on a per capita per day value. Using these values, the cost of service for each type of development can be calculated for the proposed lift station.

Dividing the estimated cost of \$750,000 for the proposed lift station improvements over the capacity of the lift station (3,000 gpm or 4,320,000 gpd) would result in a cost of \$250 per gpm or \$0.174 per gallon. The typical density of development for various classifications of development are shown in Table 1.1. The table also shows the design values for average daily and peak daily use per unit for each classification. The lift station must be sized to handle daily peak flows.

TABLE 1.1 DESIGN FLOWS FOR PLANNING PURPOSES

CLASSIFICATION	DENSITY	DEMAND/ CAPITA	AVG. DAY USE	PEAK DAY USE
Single Family	3.5	100 gpcd	350 gpd	1400 gpd
Mobile Home	2.5	50 gpcd	125 gpd	500 gpd
Multi Family	1.5/bedroom	75 gpcd	112.5 g/bedroom	450 g/bedroom
Hotel/Motel	1.5/room	50 gpcd	75 g/room	300 g/room
Schools	# of seats	10 gpcd	10 g/seat	40 g/seat
Office Buildings	1/200 SF	10 gpcd	10 g/200 SF	40 g/200 SF
Commercial/ Industrial	per fixture	Demand to be calculated based on intended use		

Combining the cost per gallon (\$0.174) with the peak daily use values from the table above, the cost per unit for each classification can be developed. Table 1.2 shows the cost per unit. These costs are for the 2011 calendar year and will need to be updated for inflation annually. The index to be used to adjust the cost each year for inflation could be established as the Engineering News Record Construction Cost Index.

TABLE 1.2 COST PER UNIT FOR LIFT STATION CONNECTION FEE

CLASSIFICATION	PEAK DAY USE	ESTIMATED FEE
Single Family	1400 gpd	\$244
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

ORDINANCE NO. 682

AN ORDINANCE VACATING ALLEYS

1. BE IT ENACTED by the Council of the City of West Branch, Iowa, that the following alleys within the corporate limits are hereby vacated:

- a. 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.

The Mayor and the City Clerk are hereby authorized and directed to sign a quitclaim deed conveying said alley to the adjacent owners.

Said quitclaim deed shall include a provision stating that the conveyance is subject to an easement for the purpose of the installation and maintenance of utilities.

Passed and approved this 20th day of June, 2011.

Read First Time: June 20, 2011

Read Second Time:

Read Third Time:

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

West Branch Tower Recoating

A Power wash and paint exterior; clean blast and paint interior
(system could be expected to last 10-12 yrs)

<u>Item</u>	<u>Cost</u>				
1 Exterior: Power Wash & 2 coats epoxy w/ Urethane	\$ 35,000.00				
2 Wet Interior: Clean blast and paint w/ 2 coats epoxy	\$ 48,000.00				
3 Dry Interior: Clean blast and paint w/ 2 coats epoxy	\$ 35,000.00				
Subtotal	\$ 118,000.00				
	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: right;">10 yrs</td> <td style="width: 50%; text-align: right;">12 yrs</td> </tr> <tr> <td style="text-align: right;">\$ 11,800.00</td> <td style="text-align: right;">\$ 9,833.33</td> </tr> </table>	10 yrs	12 yrs	\$ 11,800.00	\$ 9,833.33
10 yrs	12 yrs				
\$ 11,800.00	\$ 9,833.33				
Add containment if power washing results in paint chips spreading as they are removed from tower	\$ 100,000.00				
Potential total	\$ 218,000.00				

\$ 21,800.00 \$ 18,166.67

B Clean blast and paint exterior; clean blast and paint interior
(System could be expected to last 16-18 yrs)

<u>Item</u>	<u>Cost</u>				
1 Exterior: Clean Blast & 2 coats epoxy w/ Urethane	\$ 55,000.00				
2 Wet Interior: Clean blast and paint w/ 2 coats epoxy	\$ 48,000.00				
3 Dry Interior: Clean blast and paint w/ 2 coats epoxy	\$ 35,000.00				
Subtotal	\$ 138,000.00				
	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: right;">16 yrs</td> <td style="width: 50%; text-align: right;">18 yrs</td> </tr> <tr> <td style="text-align: right;">\$ 8,625.00</td> <td style="text-align: right;">\$ 7,666.67</td> </tr> </table>	16 yrs	18 yrs	\$ 8,625.00	\$ 7,666.67
16 yrs	18 yrs				
\$ 8,625.00	\$ 7,666.67				
Add containment if blasting results in paint and sand spreading as they are removed from tower	\$ 100,000.00				
Potential total	\$ 238,000.00				

\$ 14,875.00 \$ 13,222.22

RESOLUTION NO. 946

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

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

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

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

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

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

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

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

AYES:

NAYS:

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

BY:

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

REVOLVING LOAN FUND AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WEST BRANCH, IOWA

WEST BRANCH MAIN STREET

By: _____
Mayor

By: _____
President,
Main Street West Branch

By: _____
City Administrator

LOCAL PLAN FOR THE INTENDED USE OF EDSA PROGRAM INCOME

City of West Branch

City Hall
304 East Main Street
West Branch, Iowa 52358

Prepared by:

Main Street West Branch

September, 2003

Amended June 2007

Amended June 2011

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ECONOMIC DEVELOPMENT

REVOLVING LOAN FUND

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

I. PURPOSE

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

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

II. GENERAL GUIDELINES

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

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

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

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

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

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

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

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

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

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

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

The Main Street West Branch RLF Review Committee may:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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 Date: 6/13/11

Your Name: Lauren Michael Street Address: 130 Northridge Dr

Phone number(s): (evening) 319-321-4649 (day) 319-841-4376

Email: lauren michael 10@gmail.com

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

How long have you been a resident of West Branch? 1yr

Occupation: Water/Wastewater Engineer Employer: HR Green, Inc

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?

See attached.

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

See attached

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

I attended the University of Iowa and received my Bachelor of Science degree in civil and environmental engineering. I am currently working towards my Masters of Science degree in environmental engineering. During my studies I have taken classes such as Planning Livable Cities and Transportation Engineering. I have previously worked as a Civil Engineering intern for Merrick and Company in Denver, Colorado and as an Environmental Engineering intern at McClure in North Liberty. I am currently working as a Water and Wastewater Engineer for HR Green, Inc. in Cedar Rapids.

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

I would like to become more involved in the community and I think the planning and zoning commission would be a great way to utilize my skills and benefit the community. I have had the opportunity to live in many different locations and I feel this knowledge can be tapped to provide ideas and solutions for the betterment of the community. I will have the ability to bring in an outside view combined with the first hand knowledge of living in the community for a year. Over the year that I have lived in West Branch I believe I have become accustomed to the direction the community is going. I feel my thoughts and ideas will provide creative solutions to attain a great result for the city.

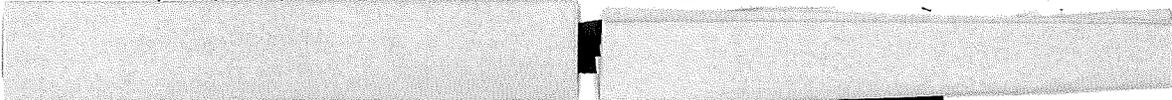
West Branch Fire and Rescue Department
PO Box 218
205 South 2nd St.
West Branch, IA 52358

Phone Emergency: 911
Business: (319) 643-2110
Fax: (319) 643-3293

**West Branch Fire and Rescue Department
Application for Membership**

Name James Montchal Occupation Insurance Agent

Address 409 N 4th St Apt 4 Phone 563-213-3470



How long employed at present job? 4 yrs Hours Worked Varies, set my own schedule around 40

Do you live within the city limits? Yes No Are you employed within the city limits? Yes No

Will your employer allow time off to respond to emergency calls? Yes
If so, employers signature _____ Date _____

I am self-employed
Do you have any current or previous physical ailments, disabilities, or mental disorders that could affect your duties as an emergency responder? No
If so, list:

Are you willing to take a DOT physical? Yes No

Driver's license history will need to be checked for insurance purposes. Do we have your permission to do so? Yes No

What type of responder are you applying for? Firefighter Medical Both

Are you willing to take a 40 hour First Responder course? Yes No

The department will expect your attendance at all meetings, training, fundraisers, etc. as well as responding to calls: Can you give this much time? Yes No

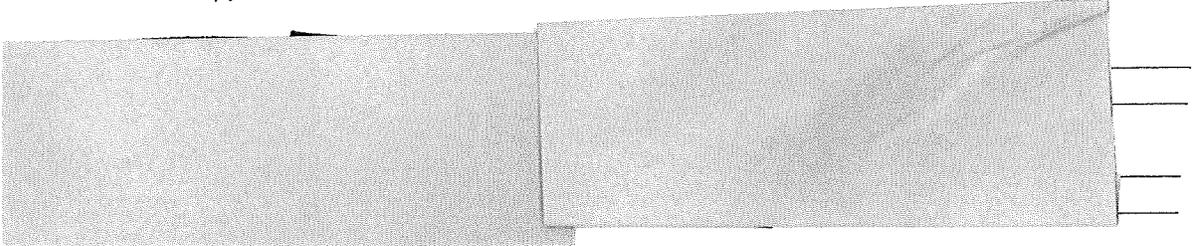
Please list any previous experience or certifications
CPR Certified but it has lapsed

West Branch Fire and Rescue Department
PO Box 218
205 South 2nd St.
West Branch, IA 52358

Phone Emergency: 911
Business: (319) 643-2110
Fax: (319) 643-3293

Please briefly explain why you would like to be considered for membership to the West Branch Fire and Rescue Department.

I would like to give back to the community. I have the time and can develop the skill set quickly to be a valuable member.



Upon your signature of this document, you are stating these questions have been answered truthfully, and to the best of your knowledge.

Applicants Signature [Signature]

Applicants Spouse _____

1st WBFD Sponsor [Signature]

2nd WBFD Sponsor [Signature] W.B.F.D.

Department use only:

If and when membership of the WBFD have voted to accept this individual as a member of the said department, at a regular meeting of the department, Chief, and Secretary sign below as documentation of that fact.

Chief [Signature] Date: 6/11/11

Secretary [Signature] Date: 6/11/11

June 16, 2011

Hon. Mayor Don Kessler and City Council Members
Dawn Brandt, City Clerk
City of West Branch, Iowa
110 Poplar Street
West Branch, Iowa 52358

Hon. Mayor and Council Members and Ms. Brandt:

On June 20th, 2011, the City Council of the City of West Branch, will conduct a review of my performance in my capacity as City Administrator of the City of West Branch, Iowa. This review will include discussions about my performance and professional competency as an employee of the City of West Branch.

I further acknowledge that I have been advised that Section 21.5(i) of the Code of Iowa allows a governmental body to hold a closed session:

“To evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.”

I understand that if I do not request a closed session, the review will be conducted in open session in accordance with the Iowa Open Meetings law.

Accordingly, I formally request that the above-referenced review be held in closed session pursuant to Section 21.5(i) of the Code of Iowa to prevent needless and irreparable injury to my reputation. I understand that either a two-thirds majority of the all of the members present must also approve this request at the time of the above-referenced meeting.

Sincerely,



Matt Muckler
City Administrator

City of West Branch

Performance Evaluation

(See Page 8 for instructions on how to complete this form)

Please check all that apply: Annual 6 Month Unscheduled (Used to address performance issues)

Employee and Position Information			
Employee Name:			Supervisor:
Position Title:			Department:
Evaluation Dates:	From: _____ <small>(mm/dd/yy)</small>	To: _____ <small>(mm/dd/yy)</small>	Next Review Date:
Rating System			
5 = Outstanding	This rating is used as a special recognition for extraordinary accomplishments and performance that has significant impact on the organization or department. Results and behaviors are substantially and consistently above the job requirements and particularly valuable to the City. Performance is routinely ahead of schedule, innovated, cost-conscious, and participative and far exceeds what is reasonably expected throughout the entire review period.		
4 = Exceeds Standards	This rating is for unusually effective employees who perform above what is normally expected. This employee consistently meets and periodically exceeds performance expectations while demonstrating a high level of proficiency in many of the competencies required in the job. This employee manages job assignments in a very stable manner, frequently performs tasks beyond normal job requirements, and possesses a thorough working knowledge in the major aspects of the total job.		
3 = Meets Standards	This rating describes an employee who is fully qualified and completes the job assignments in a manner consistent with the high standards of the position established by the City. The employee's overall performance is clearly satisfactory and, during the review period, has been at the expected level. The employee's performance demonstrates the required skills and knowledge for the position and generally meets the standards and expectations for the position.		
2 = Below Standards	This rating means that during the review period the employees has performed some of the key duties successfully, but did not meet job requirements in all areas. Performance of this employee is inconsistent, lacks competency, and at times fails to meet the standards of the job. Some aspects of the overall performance may require additional development or improvement. Performance meets only minimum requirements in individual job tasks. Performance at this level provides a minimally acceptable contribution. Sustained performance at this level is not acceptable. A Performance Improvement Plan may be developed.		
1 = Unacceptable	An unacceptable rating means that on an overall basis the employee has, during this review period, performed in a manner significantly below the level to be expected. It appears reasonably certain that the employee is either unwilling or unable to perform successfully. The employee does not demonstrate necessary knowledge, skills, abilities, and commitment required for the job. The employee failed to meet performance expectations and demonstrates minimal proficiency in job competencies and/or requirements. A Performance Improvement Plan must be developed.		

Factor A.

Job Skills/Knowledge of Work

Understands and performs all elements of the job. Understands and is knowledgeable of the duties, methods and procedures required to perform the job. Effectively applies necessary knowledge and skills to the position responsibilities. Establishes priorities and accomplishes the necessary steps to achieve objectives. Assembles and evaluates relevant information and reaches sound conclusions. Makes appropriate recommendations, develops alternatives, or takes necessary actions within a reasonable time frame. Implements solutions consistent with the City's values, vision, goals, and strategies. Prevents difficult situations from accelerating or reoccurring. Able to identify problems and resources for solutions. Stays up-to-date regarding developments and trends in all relevant technical/professional knowledge areas.

Description		(5) Outstanding	(4) Exceeds Standards	(3) Meets Standards	(2) Below Standards	(1) Unacceptable
1	Understands the basic policies, methods, and procedures of the job.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Plans and organizes work to meet objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Uses initiative to achieve results	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Involves others in the decision making process and is a critical thinker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Composite Rating (5) (4) (3) (2) (1)

Comments:

Area for improvement:

Factor B.

Communication

Freely shares ideas and information. Speaks and writes in a clear manner as it pertains to the job; listens to criticism and direction and reacts appropriately. Edits work for spelling or grammar. Speaks clearly, listens to details and obtains clarification. Demonstrates ability to interact in a clear and logical manner, both verbally and in a written form with peers, management, and external customers. Handles complaints/issues professionally. Openly exchanges information in a timely manner. Actively participates in meetings.

Description		(5) Outstanding	(4) Exceeds Standards	(3) Meets Standards	(2) Below Standards	(1) Unacceptable
1	Aware of the needs and circumstances of others; maintains composure and self control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Has a pleasant personal demeanor; is courteous and professional in dealing with others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Open minded; maintains an open and approachable manner; has a positive attitude.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Composite Rating (5) (4) (3) (2) (1)

Comments:

Area for improvement:

Factor C.**Teamwork**

Encourages collaboration, cooperation, and co-ownership of processes. Works effectively in groups and with other divisions/departments across the organization. Is approachable, listens and considers the ideas of others. Demonstrates honesty, keeps commitments, and behaves in a consistent manner. Promotes trust and respect. Demonstrates support for the City's policies and values. Offers assistance to others on a regular basis. Volunteers readily and accepts increased responsibility. Places team goals above personal goals and objectives.

Description		(5) Outstanding	(4) Exceeds Standards	(3) Meets Standards	(2) Below Standards	(1) Unacceptable
1	Establishes cooperative working relationships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Shows flexibility in accepting new ideas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Profits from constructive criticism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Displays teamwork to support City core values	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Composite Rating (5) (4) (3) (2) (1)

Comments:

Area for improvement:

Factor D.**Customer Service**

Is dedicated to meeting the needs of the customer. Responds quickly to meet customer needs and resolve problems in a timely manner. Shows care and compassion in all interactions with both internal and external customers. Builds rapport and cooperative relationships with customers. Clearly appreciates the importance of the customer.

Description		(5) Outstanding	(4) Exceeds Standards	(3) Meets Standards	(2) Below Standards	(1) Unacceptable
1	Interacts cooperatively and constructively with internal and external customers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Demonstrates tact and diplomacy when involved in problem solving and/or customer relations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Demonstrates a willingness to build a positive rapport with difficult customers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Meets established standards of personal appearance established for the work environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Composite Rating (5) (4) (3) (2) (1)

Comments:

Area for improvement:

Factor E. Policies and Procedures

Is knowledgeable regarding current City policies and procedures and consistently follows established protocols and practices. Consistently remains open to change. Able to adapt quickly to evolving priorities. Acts in the best interest of the City at all times. Uses confidential information with discretion. Does not engage in unsafe acts or carelessness. Ensures tools and equipment are used in the manner for which they were designed. Consistently wears required Personal Protective Equipment and encourages others to work safely. Keeps the workplace clean, neat, uncluttered, and free of hazards.

Description		(5) Outstanding	(4) Exceeds Standards	(3) Meets Standards	(2) Below Standards	(1) Unacceptable
1	Effectively interprets and applies the City's policies and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Responds well to changes in the workplace.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Conducts the business of the City in a professional, honest, and ethical manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Works safely, reports safety hazards, and makes suggestions to improve safety.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Composite Rating (5) (4) (3) (2) (1)

Comments:

Area for improvement:

Factor F. Quantity of Work

Meets required volume or number of work related items. Demonstrates promptness and consistency of output, ability to meet deadlines for daily work and projects. Shows good judgment in completing job tasks and following procedures. Engages in a productive work effort whenever possible. Assumes ownership and completes work with minimal supervision and without prompting. Self-starting, proactive, demonstrating initiative by making significant contributions with little direction. Follows through with directive and assigned tasks. Seeks out work in periods of low workload. Takes initiative to assist others and enhance team productivity.

Description		(5) Outstanding	(4) Exceeds Standards	(3) Meets Standards	(2) Below Standards	(1) Unacceptable
1	High volume producer, always putting forth the effort to maximize productivity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Meets production goals, objectives, deadlines.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Regularly meets expectations. Makes good use of time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Engages in a productive work effort whenever possible.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Composite Rating (5) (4) (3) (2) (1)

Comments:

Area for improvement:

Factor G.

Quality of Work

Completes work assignments thoroughly and completely in an accurate, prompt manner. Identifies and corrects errors. Is careful, alert, and pays particular attention to the details of the job. Work presented is neat and information is consistently reliable. Double checks work before submitting or routing it to the next department. Operates efficiently at the lowest cost using good business judgment. Reduces waste and promotes an awareness of cost-saving measures. Products produced or jobs performed reflect thoroughness, professionalism, and are in keeping with established standards. Completes projects and tasks well within established deadlines. Results are consistently within acceptable quality standards. Makes quality decisions after considering all applicable information and processes.

Description		(5) Outstanding	(4) Exceeds Standards	(3) Meets Standards	(2) Below Standards	(1) Unacceptable
1	Produces work that is consistently accurate and reliable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Work is accomplished quickly and efficiently.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Works in a thorough and well organized.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Results are consistently within established and expected quality standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Composite Rating (5) (4) (3) (2) (1)

Comments:

Area for improvement:

Factor H.

Supervisory/Leadership Skills

(Applicable to All Supervisory Positions)

Nurtures talent from within and coaches for high performance from subordinates. Clarifies expectations with staff members and provides timely and appropriate feedback. Delegates by allocating decision making and other responsibilities appropriately and effectively. Inspires respect and trust both with and from subordinates. Motivates others to perform well. Guides individuals or teams to achieve desired results. Submits performance reviews on time and takes an active role in the development of subordinates. Directs and coordinates activities of others to contribute toward department goals. Follows through with directives and tasks. Provides opportunities for growth.

Description		(5) Outstanding	(4) Exceeds Standards	(3) Meets Standards	(2) Below Standards	(1) Unacceptable
1	Delegates duties and responsibilities where possible	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Establishes reasonable performance goals for subordinates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Submits complete and accurate Performance Evaluations by due date	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Maintains good communication with subordinates & monitors work progress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Trains, develops, and motivates subordinates to contribute toward department's overall goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Leads by example serves as a role model for others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Composite Rating (5) (4) (3) (2) (1)

Continues on next page

Supervisory/Leadership Skills continue		
Comments:		
Area for improvement:		
Goal Achievement For This Appraisal Period		
Goals	Description	Completed (Yes/No)
Comments:		
Goals For Next Appraisal Period		
Goals should be written in a specific, measurable, attainable, realistic, time-oriented manner. Goals should include, but are not limited to, at least one opportunity for learning outside the normal job duties or responsibilities.		
Goals	Description	

Overall Performance Rating

NOTE: Performance Factors A-H may be weighted differently in importance/value by the supervisor based on the specific duties and responsibilities of the employee's job.

(5) Outstanding	(4) Exceeds Standards	(3) Meets Standards	(2) Below Standards	(1) Unacceptable
<input type="checkbox"/>				

Comments and Signatures

Supervisor's Comments: (or attach addendum page)

Employee's Comments: (or attach addendum page) Employee has five days to complete comments and may choose to write "No Comment."

Career Path

What ambitions/desires do you have regarding possible advancement opportunities in the City? What preparations are you making to achieve advancement? What can management do to assist you with your career plans?

Employee Comments:

Recommended Action

Step Increase – Non Exempt Employee	<input type="checkbox"/>
Range Increase – Exempt Employee Increase % _____	<input type="checkbox"/>
No Merit Increase – Performance Improvement Plan Attached	<input type="checkbox"/>

Signatures

City Administrator Signature:	Date:
Department Director Signature:	Date:
Employee Signature:	Date:

Employee Self Evaluation Form Attached: Yes No (Employee opted not to submit)

PERFORMANCE EVALUATION PROCESS

Step 1: Approximately a week prior to the employee's evaluation due date provide your employee with an Employee Self Evaluation form. Ask the employee to complete the form and return it to you within 2-3 days. While the employee is working on their Employee Self Evaluation, you will begin to draft your comments/ratings on the employee's Performance Evaluation form. **Completion of the Employee Self Evaluation form is optional. An employee may opt not to submit a completed Self Evaluation.**

Step 2: Upon receipt of a completed Employee Self Evaluation form, you can use that document to assess and develop items for discussion at your face-to-face meeting with the employee. Also look for issues/projects/goal achievements you may have overlooked in your draft evaluation. If an employee opts not to submit a completed Self Evaluation form, it will not negatively impact the Performance Evaluation. Finalize your comments/ratings on the employee's Performance Evaluation form, review with your Department Director (if applicable), and obtain your Department Director's and/or City Administrator's signature on the Performance Evaluation.

Step 3: When the evaluation(s) are returned to you, schedule a meeting with your employee. The meeting with your employee should be a two-way, meaningful exchange regarding the employee's overall performance during the preceding 6 or 12 months (or other length of time). Be sure to have your employee sign the Performance Evaluation.

Step 4: Make copies of the evaluations for your employee and your personal files before returning the documents (Employee Self Evaluation, if completed, and the Performance Evaluation) to the Deputy City Clerk.

Note: Performance Evaluation and Employee Self Evaluation forms are available by request from the City Office.