

City of West Branch

~ A Heritage for Success ~

110 N. Poplar St. • P.O. Box 218 • West Branch, Iowa 52358
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CITY COUNCIL MEETING AGENDA
Monday, August 1, 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 July 18, 2011 City Council Work Session and July 18, 2011 City Council Meeting.
 - b. Approve claims.
 - c. Approve payment of \$109,098.95 to Garling Construction for payment of August bills per the City of West Branch Fire Station New Addition – New Roof Agreement.
 - d. Approve agreement with L.L Pelling Co. for seal coat work in the amount of \$49,956.15.
5. Communications/Open Forum
6. Public, Department Heads, Commissions, City Administrator and City Council
 - a. Approve Resolution 950, hiring Michael D. Horihan as the Police Chief for the City of West Branch, Iowa and setting the salary for the position for the fiscal year 2011-2012./Move to action.
 - b. Recognize Paul O’Neil, Public Works Utilities Specialist for his 10 years of service to the citizens of the City of West Branch.
 - c. Third Reading of Ordinance 681, amending Chapter 55 “Animal Protection and Control.”/Move to action.
 - d. Second Reading of Ordinance 683, amending Chapter 6 “City Elections.”/Move to action.
 - e. Approve \$100,022 for selected improvements for inclusion in the West Branch Roads and Streets 2011 Project./Move to action.
 - f. Accept Alternate 2 Bid Item in the amount of \$37,800 from Central Tank Coatings for the Water Tower Repair and Coating 2011 West Branch, Iowa Project./Move to action.
7. Mayor
 - a. Appointments/Reappointments/Move to action.
8. Reports
 - a. Parks and Recreation Director Melissa Russell – RAGBRAI Update
 - b. Parks and Recreation Director Melissa Russell – Hoover’s Hometown Days Update
9. Motion to adjourn to executive session to discuss the purchase of particular real estate only where premature disclosure could reasonably be expected to increase the price the governmental body would have to pay for that property pursuant to Section 21.5(j) of the Code of Iowa.
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

Work Session – July 18, 2011

Members present: Mayor Kessler, Councilpersons Oaks, Sexton, O’Neil and Worrell

All Planning and Zoning Members present.

Staff and appointed officials present: City Administrator Muckler, City Attorney Olson, Parks and Recreation Director Russell, Police Officer Hanna, Library Director Shimmin

Work session commenced at 6:03 p.m.

1. Matt Muckler began by informing the Planning and Zoning Commission of upcoming meetings on August 2 and August 9 to review The Meadows, Phase 2
2. Nicole Turpin for ECIACOG was present to start initial discussions of a comprehensive plan update.
 - a. Turpin began by introducing the concept of the comprehensive plan to the audience by presenting a power point presentation to outline the items needed in the comprehensive plan, including those mandated by Iowa legislature. She explained that the comprehensive plan is also a legal document. P&Z Chair Laughlin inquired about that comment and Turpin explained that it needs to match the realities existing in the community and reported an example in Cedar County.
 - b. Turpin outlined timeline for process, using a fast-track schedule to complete the process in September, 2012.
 - c. Turpin review the goals set out in the 1999 Comprehensive plan
 - (i) Councilperson Worrell noted the emphasis on industrial park development and how that dominated in 1999
 - (ii) Commission Member Fuller stated that these should be more detailed objectives, not overall goals
 - (iii) Councilperson O’Neil noted that annexation should include residential, not just industrial property
 - (iv) Judy Hagen explained that the plan should discuss how to incent business
 - (v) Rod Ness (Main Street) noted that the plan needs to come up with funding sources out there
 - (vi) Fuller stated that the CIP needs to be created for all general aspects of the City, not just industrial park
 - (vii) Ness explained that development has been evolving since 1999, and that more community based development is occurring

- d. Turpin reviewed Iowa State Retail analysis and noted that WB citizens leave West Branch to perform shopping, not a surprise since Iowa City area so close
- e. Turpin explained that we need to come up with Vision Statement for plan. She passed out handout asking for feedback in different categories from audience. Muckler stated the handout would be placed on the website for individuals who couldn't make this session
- f. Turpin outlined the sections of the comprehensive plan related to Goals and Objectives and gave a broad overview of each category.
- g. Muckler inquired about the next step in the process. Turpin explained that she would take information in handouts and prepare preliminary goals and vision statement for discussion at next meeting.
- h. Muckler asked if any more audience members had comments
 - (i) Chris Kofoid suggested that we find way to get more people downtown from Hoover
 - (ii) Mary Beth Stevenson asked whether environmental sustainability would have its own section in the plan. Turpin explained that it would be included in each section as a component to ensure that it is not left out. Ness explained that many grants require a showing of environmental sustainability.
 - (iii) Curt Diemer emphasized the need for recreational opportunities and Worrell agreed that City needs to step up for recreation and stop relying on business for everything.

Work session adjourned at 6:57 p.m.

Don Kessler, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

(The following is a synopsis of the minutes of the West Branch City Council 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

**July 18, 2011
7:04 p.m.**

Mayor Don Kessler opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator Matt Muckler, City Attorney Kevin Olson, Administrative Assistant Ashley Borland-Kaalberg, and Officer John Hanna. Council members: Mark Worrell, Robert Sexton, Dan O'Neil and Jim Oaks. Absent: David Johnson.

APPROVE AGENDA/CONSENT AGENDA

- a) Approve minutes from the July 5, 2011 City Council Meeting.
- b) Approve claims.
- c) Approve change order of \$679 for the West Branch Fire Station Expansion Project for excavation and replacement of rock per the City's request.
- d) Approve Class B Beer Permit with Outdoor Service for West Branch Firefighters Inc. and Hoover's Hometown Days, August 5 – August 7, 2011.
- e) Approve street closures along parade route for the Hoovers Hometown Days Mayor's Parade on Saturday August 6, 2011 from 9:45 a.m. – 11:30 a.m. and South Second Street from East Main to Water Street Parking Lot August 5-6, 2011.
- f) Approve amended Class C Native Wine License to allow outdoor service privilege from July 30, 2011, to July 31, 2011 for RAGBRAI for Elmira Winery, Inc. DBA Brick Arch Winery.
- g) Approve Sewage Treatment Agreement with KLM Investments, Inc. for the Meadows Subdivision, Part 1, West Branch, Iowa.
- h) Approve Water Supply Service Agreement with KLM Investments, Inc. for the Meadows Subdivision, Part 1, West Branch, Iowa.
- i) Approve street closures on North 4th Street from Green Street to East Main for Soap Box Derby event, Saturday August 6, 2011 from 2:00 p.m. -5:00 p.m.

Motion by Worrell, second by Sexton to amend item 4 to delete item C. AYES: Worrell, Sexton, O'Neil, Oaks. Absent: Johnson. Motion carried.

Motion by Sexton, second by Worrell to amend item 4i to read from Green Street to College Street. AYES: Sexton, Worrell, O'Neil, Oaks. Absent: Johnson.

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

DATE 7/18/2011 CITY OF WEST BRANCH CLAIMS REGISTER REPORT

AERO RENTAL	LIBRARY - SRP SUPPLIES	112.30
ALLIANT ENERGY	VARIOUS DEPTS - UTILITIES	6,857.24
	WATER - UTILITIES	41.83
ALLMED	FIRE - SUPPLIES	147.81
AMAZON	LIBRARY - SUPPLIES	60.75
	LIBRARY - LAPTOP ADAPTER	30.19
	LIBRARY - SUPPLIES	10.59
	LIBRARY - SUPPLIES	19.97
ANDREWS, ALISON	ACH PAYROLL EXPENSE	225.95
BAILEY, MICHAEL	ACH PAYROLL EXPENSE	470.21
BAKER & TAYLOR BOOKS	LIBRARY - SUPPLIES	719.67
	LIBRARY - SUPPLIES	46.43
BARNHART'S CUSTOM SERVICE	STREETS - WORK AT BRUSH PILE	2,342.50
	STREETS - N DOWNEY ST PROJ.	9,177.00
BARRON MOTOR SUPPLY	POLICE/STREETS - SUPPLIES	298.50
	FIRE - SUPPLIES	160.46
BDC BUILDING PLAN REVIEW	ADMIN - BUILDING INSPECTIONS	138.60
BEAN & BEAN	CEMETERY - GRAVE OPENINGS	2,000.00
BLANK PARK ZOO	LIBRARY - SUMMER READING	161.87
BLUE CROSS BLUE SHIELD	LIFE INS.	8.00
	DENTAL INS	72.30

	HEALTH INS	627.16
BORLAND-KAALBERG, ASHLEY	ACH PAYROLL EXPENSE	585.16
BOWERS, MATTHEW	PAYROLL EXPENSE	105.24
BP AMOCO	CEMETERY/STREETS/POLICE	1,790.03
	FIRE - FUEL	141.85
BRANDT, DAWN	ACH PAYROLL EXPENSE	1,194.73
BRICK, GERRY	ACH PAYROLL EXPENSE	339.58
BUSINESS RADIO SALES	FIRE - SERVICE	368.26
CEDAR RAPIDS PHOTO COPY	LIBRARY - SERVICE	123.59
	LIBRARY - SERVICE	63.84
CHEZUM, MARCUS	WATER - CREDIT REFUND	.27
CHRIS JONES TRUCKING	STREETS - ROADSTONE	219.49
COMMUNITY STATE BANK	ADMIN - CITY OFFICE LOAN	18,680.11
COMPUTER PROJECTS OF IL	POLICE - OPENFOX MESSENGER	312.00
CREATIONS WITH A TWIST	LIBRARY - SUMMER READING	112.81
CREATIVE SOFTWARE SERVICE	ADMIN - COMPUTER CONSULT	134.30
CROELL REDI-MIX INC	PARK & REC - LIONS FIELD	1,473.00
CULLIGAN WATER TECHNOLOGY	FIRE - SERVICE	35.90
DES MOINES REGISTER	LEGAL - POLICE CHIEF AD	722.00
DIGITAL RIVER EDUCATION	LIBRARY - OFFICE SUPPLIES	132.58
EAST CENT INTERGOVT ASN.	ADMIN - FY12 DUES	1,137.76
FLEET SERVICES	POLICE - FUEL	494.97
GALLS -- AN ARAMARK CO	POLICE - UNIFORMS	120.96
GARLING CONSTRUCTION INC	CAPITAL PROJECTS - FIRE	107,968.45
GAZETTE COMMUNICATIONS	LEGAL - POLICE CHIEF AD	43.68
GOODALE, MATTHEW	ACH PAYROLL EXPENSE	1,447.16
GREATAMERICA LEASING CORP	ADMIN - COPIER SERVICE CONT.	252.06
GRIMM, JOHN	PAYROLL EXPENSE	489.59
HANNA, JOHN	ACH PAYROLL EXPENSE	1,185.18
HAWKINS WATER TREATMENT	WATER - SUPPLIES	1,275.75
HEICK, GINA	ACH PAYROLL EXPENSE	182.32
HERB N LOU'S	PARK & REC - SUPPLIES	41.00
HYGIENIC LAB.ACCT.REC.	WATER - TESTING	182.00
ICAD GROUP	ECONOMIC DEV - FY12 DUES	2,750.00
INTERNAL REVENUE SERVICE	FEDERAL W/H	1,806.97
	FICA-MED.CAR	2,168.18
	FICA-MED.CAR	604.56
IOWA BUSINESS SUPPLY	ADMIN - OFFICE SUPPLIES	70.94
IOWA CITY SCHEELS	PARK & REC - SPORTS NETS	199.98
IOWA COUNTY/COUNTY MANAGEM	ADMIN - IACMA SUMMER CONF.	115.00
	ADMIN - FY12 MEMBERSHIP	120.00
IOWA DNR	WATER - CERTIFICATION EXAM	30.00
	WATER - OPERATOR CERT.	80.00
	WATER - FY12 WATER SUPPLY	272.88
IOWA LEAGUE OF CITIES	ADMIN - FY12 DUES	1,030.00
IOWA NETWORK SERVICES	ADMIN - SERVICE	26.99
IPERS	IPERS	2,356.62
	IPERS	654.47
JOHNSON COUNTY E-911	FIRE - FY12 HAZ-MAT CONT.	23.75
JOHNSON COUNTY REFUSE	RECYCLING - JUNE	3,538.75
JOHNSON, BRIDGET	WATER - CREDIT REFUND	79.48
KARR, DANIEL	PAYROLL EXPENSE	1,092.91
KESSLER, DONALD	PAYROLL EXPENSE	186.20
KNOCHE, REBECCA	ACH PAYROLL EXPENSE	746.63
KUM & GO #254	ADMIN - LIQUOR LICENSE REFUND	50.00
LEASE CONSULTANTS CORP	LIBRARY - SERVICE	59.00
LIBERTY COMMUNICATIONS	VARIOUS DEPTS - PHONE	1,077.97
LINN COUNTY R.E.C.	STREETS - UTILITIES	102.00
LYNCH'S EXCAVATING INC	STREETS - SUPPLIES	18.00
MAIN STREET WEST BRANCH	ECONOMIC DEVELOPMENT	138,934.85
	ECONOMIC DEV. FY12 DUES	11,250.00
MENARDS	ADMIN - SUPPLIES	13.98
	TOWN HALL - SUPPLIES	174.73
MOSS, TIMOTHY	ACH PAYROLL EXPENSE	1,153.22
MT VERNON-LISBON SUN	LEGAL - POLICE CHIEF AD	45.60
MUCKLER, MATTHEW	ACH PAYROLL EXPENSE	1,902.51
NASH, ANN	ADMIN - CLEANING	240.00
O'NEIL, PAUL	ACH PAYROLL EXPENSE	1,079.29
OASIS ELECTRIC	STREETS - SERVICE	70.00
OLSON, ATTY KEVIN	LEGAL - LEGAL SERVICES JULY	1,250.00
PEDEN, SHANELLE	CABLE - VIDEOTAPING	150.00
PITNEY BOWES GLOBAL	LIBRARY - SERVICE	106.77
PITNEY BOWES PURCHASE	LIBRARY - POSTAGE	500.00
PLAY IT AGAIN SPORTS	PARK & REC - TBALL	53.97
PLUNKETT'S PEST CONTROL	ADMIN - SERVICE	45.76
PORT 'O' JONNY INC.	CEMETERY - SERVICE	80.00
PYRAMID SERVICES INC.	CEMETERY - SUPPLIES	36.40
QC ANALYTICAL SERVICES	SEWER - CONFERENCE/TRAINING	125.00
QUAD-CITY TIMES	LEGAL - POLICE CHIEF AD	550.00
	LEGAL - POLICE CHIEF AD	48.30
QUILL CORP	LIBRARY - COPY PAPER	28.90
	LIBRARY - OFFICE SUPPLIES	14.03
	LIBRARY - SUPPLIES	47.99
	LIBRARY - SUPPLIES	47.44
RODRIGUEZ, DEANNA	ADMIN - TRAINING	200.00
RUSSELL, MELISSA	ACH PAYROLL EXPENSE	888.07
	PARK & REC - REIMBURSEMENT	62.59
SHIMMIN, NICHOLAS	ACH PAYROLL EXPENSE	1,039.46
SHIMMIN, NICK	LIBRARY - REIMBURSEMENT	43.96
	LIBRARY - REIMBURSEMENT	241.60
SOLON ECONOMIST	LEGAL - POLICE CHIEF AD	21.30
SPRINGDALE AGENCY	FY12 INSURANCE - ALL DEPTS.	57,408.00
SPRINT	POLICE - SERVICE	179.97
STATE LIBRARY OF IOWA	LIBRARY - FY12 EBSCO	117.88
STENDER, GRANT	ACH PAYROLL EXPENSE	262.10
STEWART, THOMAS	ACH PAYROLL EXPENSE	1,011.65
SULZNER, ELLEN	TOWN HALL - CLEANING	245.00

TIPTON CONSERVATIVE	LEGAL - POLICE CHIEF AD	29.10
TOYNES IA. FIRE TRK.SERV	FIRE - SUPPLIES	57.12
	FIRE - SUPPLIES	35.83
	FIRE - SUPPLIES	23.00
TREAS. STATE OF IOWA	STATE WTH.	871.00
TREAS. STATE OF IOWA	IOWA SALES TAX - JUNE	1969.61
UPS	SEWER - SHIPPING	22.80
	SEWER - SHIPPING	22.80
	SEWER - SHIPPING	23.65
	SEWER - SHIPPING	22.80
UPSTART	LIBRARY - SUPPLIES	10.25
	LIBRARY - SUPPLIES	9.75
US BANK	STREETS - MAINT. BLDG. LOAN	30,950.00
US CELLULAR	FIRE - PHONE SERVICE	37.05
	VARIOUS DEPTS - PHONE	271.26
	POLICE - PHONE SERVICE	202.65
	WATER - LMI C9 PUMP	1,497.52
	CEMETERY - SUPPLIES	64.45
VEENSTRA & KIMM INC.	WATER - ENGINEERING	800.00
WALLICK, CLAUDIA	ACH PAYROLL EXPENSE	168.15
WALMART COMMUNITY/GEMB	LIBRARY - SUPPLIES	786.94
WARGO, BARBARA	ACH PAYROLL EXPENSE	24.03
WEST BRANCH FIREFIGHTERS	FIRE - FY11 PAYROLL	24,188.00
WEST BRANCH HEATING	TOWN HALL - SERVICE	74.00
WEST BRANCH REPAIRS	FIRE - SERVICE	396.38
WEST BRANCH TIMES	LEGAL/PARK & REC - PUBLIC.	451.81
WHITE CAP CONSTRUCTION	PARK & REC - LIONS FIELD	17.19

GRAND TOTALS 467,043.69

FUND TOTALS

001	GENERAL FUND	89,021.70
022	CIVIC CENTER	790.72
031	LIBRARY	7,069.36
036	TORT LIABILITY	47,638.00
110	ROAD USE TAX	46,614.69
111	POLICE RECOVERY ACT GRANT	237.15
112	TRUST AND AGENCY	2,462.66
160	ECONOMIC DEVELOPMENT	138,934.85
303	FIRE CAPITAL PROJECT ADDITION	107,968.45
600	WATER FUND	17,932.59
610	SEWER FUND	8,373.52
	****	467,043.69

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

Water, Sewer, Recycling	\$ 51,431.53	Cedar Co. Property Tax	\$ 5,205.78
Water Utility Deposits	\$ 400.00	Johnson Co. Prop. Tax	\$ -
Cookson Rent	\$ -	Road Use Tax	\$ 7,532.54
Town Hall Rent	\$ 30.00	Fines	\$ 678.94
Misc.	\$ 896.50	Twp. Fire Contract	\$ 50,629.00
Library	\$ 317.50	Building Permits	\$ 403.86
Donations	\$ -	Fire Station Loan Proceeds	\$ -
Interest	\$ 388.57	Krouth Fund Interest	\$ 0.03
Investments Interest	\$ 339.04	M. Gray Savings Interest	\$ 1.38
Cable fees	\$ -	Cemetery Perp. Care Int.	\$ 0.04
Cigarette Permits	\$ 375.00	MV Fuel Tax Refund	\$ -
Cat & Dog Registrations	\$ 10.00	NPS Plowing Contract	\$ 5,000.00
Beer & Liquor Lic. Fees	\$ -	Grave Openings	\$ -
Park & Rec. Activities	\$ 1,405.00	Cemetery Lots	\$ 500.00
SUBTOTAL	\$ 55,593.14	SUBTOTAL	\$ 69,951.57
		TOTAL	\$ 125,544.71

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

Funds	Bank Balance	Investments	Total
001 General	\$ 253,503.07	\$ 196,101.05	\$ 449,604.12
011 Police Donations	\$ 8,203.54	\$ -	\$ 8,203.54

014 Fire Dept. Donations	\$	44,052.02	\$	-	\$	44,052.02
018 Park Donations	\$	5,388.71	\$	-	\$	5,388.71
022 Civic Center	\$	31,711.37	\$	-	\$	31,711.37
031 Library Operating	\$	6,521.87	\$	16,314.23	\$	22,836.10
036 Tort Liability	\$	38,481.00	\$	-	\$	38,481.00
050 Home Town Days	\$	11,473.28	\$	-	\$	11,473.28
110 Road Use Tax	\$	172,201.16	\$	29,971.55	\$	202,172.71
111 Police Recovery Act Grant	\$	(5,406.76)	\$	-	\$	(5,406.76)
112 Trust & Agency	\$	32,367.51	\$	-	\$	32,367.51
119 Emergency Tax Fund	\$	60,749.46	\$	-	\$	60,749.46
121 Local Option Tax	\$	-	\$	-	\$	-
125 TIF	\$	20,378.79	\$	-	\$	20,378.79
160 Economic Develop.	\$	138,934.85	\$	-	\$	138,934.85
200 Debt Service	\$	1,354.33	\$	-	\$	1,354.33
226 SRF Debt Service	\$	34,602.54	\$	-	\$	34,602.54
300 Capital Improvement	\$	-	\$	-	\$	-
303 Fire Capital Project Addition	\$	-	\$	-	\$	-
500 Cemetery Perpetual	\$	10,155.80	\$	88,000.00	\$	98,155.80
501 Krouth Fund Principal	\$	-	\$	101,421.71	\$	101,421.71
502 Krouth Enlow Int. Fund	\$	8,502.13	\$	16,054.12	\$	24,556.25
600 Water Operating	\$	244,712.41	\$	124,394.45	\$	369,106.86
603 Water Sinking Fund	\$	1,854.14	\$	-	\$	1,854.14
610 Sewer Operating	\$	172,187.06	\$	76,947.99	\$	249,135.05
TOTAL	\$	1,291,928.28	\$	649,205.10	\$	1,941,133.38

COMMUNICATIONS/OPEN FORUM

Sexton asked Muckler about painting on 4th Street for soap box derby. Muckler said that he will talk options with public works staff.

PUBLIC, DEPARTMENT HEADS, COMMISSIONS, CITY ADMINISTRATOR AND CITY COUNCIL Second Reading of Ordinance 681, amending Chapter 55 "Animal Protection and Control."/Move to action.

Motion by Worrell to approve Second Reading of Ordinance 681, second by Sexton.

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

Third 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./Move to action.

Motion by Worrell, second by Sexton to approve Third Reading of Ordinance 682. Roll call vote – AYES: Worrell, Sexton, O'Neil, Oaks. Absent: Johnson. Motion carried.

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 18th day of July, 2011.

Read First Time: June 20, 2011

Read Second Time: July 5, 2011

Read Third Time: July 18, 2011

ATTEST:

Matt Muckler, City Administrator/Clerk

First Reading of Ordinance 683, amending Chapter 6 “City Elections.”/Move to action.

Motion by Worrell, second by O’Neil to approve First Reading of Ordinance 683. Roll call vote – AYES: Worrell, O’Neil, Sexton, Oaks. Absent: Johnson. Motion carried.

Accept resignation of Part-Time Officer Michael Bailey./Move to action.

City Administrator Matt Muckler thanked Bailey for his time. Motion by Sexton, second by Worrell to accept resignation. Roll call vote – AYES: Sexton, Worrell, O’Neil, Oaks. Absent: Johnson. Motion carried.

Public hearing on proposed plans, specifications, form of contract and estimate of cost for the construction of the Water Tower Repair and Coating 2011 West Branch, Iowa and for the taking of bids therefor./Move to action.

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

Accept Base Bid and Alternate 2 Bid Item in the amount of \$142,500 from Central Tank Coatings for the Water Tower Repair and Coating 2011 West Branch, Iowa Project./Move to action.

Motion by Sexton, second by Worrell to accept base bid for Water Tower Repair and Coating 2011. Roll call vote – AYES: Sexton, Worrell, O’Neil, Oaks. Absent: Johnson. Motion carried.

Accept resignation of Part-Time Library Custodian Tom Johnson./Move to action.

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

Accept consolidated cleaning bid from Midwest Janitorial Supply./Move to action.

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

Accept resignation of Part-Time Library Clerk Barb Wargo./Move to action.

City Administrator Matt Muckler thanked Wargo for her time. Motion by Worrell, second by O’Neil to accept resignation. Roll call vote – AYES: Worrell, O’Neil, Sexton, Oaks. Absent: Johnson. Motion carried.

Approve \$169,978 for selected improvements for inclusion in the West Branch Roads and Streets 2011 Project./Move to action.

Discussion from Council, Staff and City Engineer was had on various street project prospects. Muckler recommended that Council approve the top half of the project recommendations included in Council packet. These projects include College St. 4th – 6th Alternative, College St, 1st to Downey Alternative, 4th Street Alternative 2, Poplar Street Parking Area and Seal Coat totaling \$69,956. Motion by Worrell to amend item 6j to include the projects totaling \$69,956, second by O’Neil. Roll call vote – AYES: Worrell, O’Neil, Sexton, Oaks. Nays: Johnson. Absent: Sexton. Motion carried.

Approve West Branch Sanitary Sewer Study Phase I with Veenstra & Kimm, Inc. in amount of \$25,005./Move to action.

Motion by Sexton, second by to Worrell to approve Sanitary Sewer Study Phase I with Veenstra & Kimm. Roll call vote – AYES: Sexton, Worrell, O’Neil, Oaks. Absent: Johnson. Motion carried.

MAYOR DON KESSLER
Appointments/Reappointments
None

REPORTS

Paul Newman, Shive-Hattery – Presentation of Community Center Plan

Newman presented Community Center Plan with three potential locations. Council had the opportunity to ask questions on the project summaries.

City Administrator Matt Muckler - Police Chief Recruitment Update

Muckler gave a summary of the interview schedule for Friday July 22, 2011.

City Administrator Matt Muckler – Hoover’s Hometown Days Mayor’s Parade

Muckler shared the letter from the parade committee, inviting the Mayor Council to ride in Hoover’s Hometown Days Mayor’s Parade.

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

Motion by Worrell and second by Sexton to enter into closed session at 8:21 p.m. Roll call vote – AYES: Worrell, Sexton, O’Neil. NAYS: Oaks. Absent: Johnson. Motion failed.

ADJOURNMENT

Meeting adjourned by Mayor Kessler. City Council meeting adjourned at 8:23 p.m.

Don Kessler, Mayor

ATTEST: _____
Matt Muckler, City Administrator/Clerk

DATE 7/27/2011

CITY OF WEST BRANCH
CLAIMS REGISTER REPORT

ANDREWS, ALISON	ACH PAYROLL EXPENSE	225.95
BLUE CROSS BLUE SHIELD	HEALTH INS.	5,853.34
	DENTAL INS.	408.83
	LIFE INS.	48.95
	DENTAL INS	72.30
	HEALTH INS	627.16
BORLAND-KAALBERG, ASHLEY	ACH PAYROLL EXPENSE	585.17
BOWERS, MATTHEW	ACH PAYROLL EXPENSE	210.38
BRANDT, DAWN	ACH PAYROLL EXPENSE	1,194.73
BRICK, GERRY	ACH PAYROLL EXPENSE	185.17
GOODALE, MATTHEW	ACH PAYROLL EXPENSE	1,565.16
GRIMM, JOHN	PAYROLL EXPENSE	462.76
HANNA, JOHN	ACH PAYROLL EXPENSE	1,129.77
HEICK, GINA	ACH PAYROLL EXPENSE	206.43
INTERNAL REVENUE SERVICE	FEDERAL W/H	2,089.12
	FICA-MED.CAR	2,292.51
	FICA-MED.CAR	639.24
IPERS	IPERS	2,573.06
	IPERS	624.41
KARR, DANIEL	PAYROLL EXPENSE	1,394.61
KNOCHE, REBECCA	ACH PAYROLL EXPENSE	746.63
MOSS, TIMOTHY	ACH PAYROLL EXPENSE	1,365.88
MUCKLER, MATTHEW	ACH PAYROLL EXPENSE	1,902.51
O'NEIL, PAUL	ACH PAYROLL EXPENSE	1,345.09
RUSSELL, MELISSA	ACH PAYROLL EXPENSE	941.36
SHIMMIN, NICHOLAS	ACH PAYROLL EXPENSE	1,039.46
STENDER, GRANT	ACH PAYROLL EXPENSE	262.10
STEWART, THOMAS	ACH PAYROLL EXPENSE	1,251.39
TREAS. STATE OF IOWA	STATE WTH.	943.00
WALLICK, CLAUDIA	ACH PAYROLL EXPENSE	251.73
WARGO, BARBARA	ACH PAYROLL EXPENSE	212.19

GRAND TOTALS 32,650.39

FUND TOTALS	
001 GENERAL FUND	9,794.81
031 LIBRARY	3,287.35
110 ROAD USE TAX	2,888.50
111 POLICE RECOVERY ACT GRANT	271.62
112 TRUST AND AGENCY	7,061.08
600 WATER FUND	4,684.15
610 SEWER FUND	4,662.88
****	32,650.39

PAYMENT APPLICATION

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

FROM: Gaufing Construction, Inc
 1120 11th Street
 Belle Plaine, IA 52208

FOR: General Construction

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

ARCHITECT:

APPLICATION # 3
 PERIOD THRU: 07/11/2011
 PROJECT #: 5287-11
 DATE OF CONTRACT: 03/21/2011

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

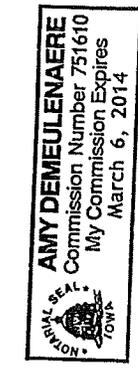
Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	\$376,700.00		
2. SUM OF ALL CHANGE ORDERS	\$3,089.00		
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$379,789.00		
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$364,013.00		
5. RETAINAGE:			
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$18,200.65		
b. 5.00% of Material Stored (Column F on Continuation Page)	\$0.00		
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$18,200.65		
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$345,812.35		
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$236,713.40		
8. PAYMENT DUE	\$109,098.95		
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$33,976.65		

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$1,386.00	\$0.00
Total approved this month	\$1,703.00	\$0.00
TOTALS	\$3,089.00	\$0.00
NET CHANGES	\$3,089.00	

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

CONTRACTOR: Gaufing Construction, Inc
 By:  Date: 07/11/2011
 Douglas J. DeMeulenaere, President



State of: Iowa
 County of: Benton
 Subscribed and sworn to before me this 11th day of July 2011
 Notary Public: 
 My Commission Expires: 03/06/2014

ARCHITECT'S CERTIFICATION

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

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

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

CITY OF WEST BRANCH CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered this 1st day of August, 2011, by and between the City of West Branch, a Municipal Corporation, 110 Poplar Street, West Branch, IA 52358, hereinafter referred to as the "CITY," and L.L. Pelling & Company, Inc., 1425 W. Penn Street, North Liberty, Iowa 52317, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the City Council has heretofore deemed it necessary and desirable to perform a seal coat project to improve the streets in the City; and

WHEREAS, the CONTRACTOR is capable of implementing said Project; and

WHEREAS, the quotation of the CONTRACTOR was the lowest responsive, responsible quotation received in a total amount of not-to-exceed \$45,956.15; and

WHEREAS, it is now necessary and appropriate to memorialize the agreement between the CITY and the CONTRACTOR as follows:

NOW, THEREFORE, THE CITY AND THE CONTRACTOR, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW.

I. SCOPE OF SERVICES.

The CONTRACTOR shall perform in a timely and satisfactory manner the seal coat services outlined in Exhibit "A" attached hereto.

II. TIME OF COMPLETION.

The CONTRACTOR shall commence work upon the execution of this Agreement and shall complete the services under this Agreement in a reasonable time.

III. GENERAL TERMS AND PROVISIONS.

A. The CONTRACTOR shall not commit any of the following employment practices in connection with or while rendering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the CONTRACTOR in connection with the Project. Upon request, the CONTRACTOR shall provide the CITY with a copy of the relevant provisions of any agreement entered into by the CONTRACTOR and a subcontractor in

connection with the Project to confirm to the satisfaction of the CITY that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, sexual orientation or gender identity.

B. The CITY may terminate this Agreement, with or without cause, upon 7 days written notice thereof. In the event that the CITY does so terminate this Agreement, the CONTRACTOR shall be paid for all work and services performed up to the time of said termination upon submission to the CITY of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the CITY terminates this Agreement with cause, the CITY may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the CONTRACTOR, without the express written consent of the West Branch City Council.

D. It is hereby expressly acknowledged and agreed by both parties hereto that the engagement of the CONTRACTOR by the CITY in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the Contractor may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the CONTRACTOR has first obtained the written approval of same from the CITY; and further provided that, should the CONTRACTOR so engage subcontractors under the terms of this Subparagraph III(E), the CONTRACTOR shall be solely responsible for compensating any such subcontractors.

E. The CITY shall make all criteria, design and construction standards, and information regarding the CITY's requirements for the Project available to the CONTRACTOR upon reasonable request by the CONTRACTOR therefor. The CITY shall furnish reasonable assistance to the CONTRACTOR in the use of said information and documentation at the request of CONTRACTOR.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the West Branch City Code of

Ordinances.

H. CONTRACTOR shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom. At the request of the CITY, the CONTRACTOR shall name the CITY as an additional insured party on CONTRACTOR's general liability insurance policy. At the request of the CITY, the CONTRACTOR shall give the CITY a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the CONTRACTOR shall immediately notify the CITY of any revocation or cancellation of any of the above-referenced insurance policies.

IV. COMPENSATION FOR SERVICES.

The CITY shall compensate the CONTRACTOR for construction services rendered under this Agreement for a total fee not to exceed \$45,956.15 after acceptance of the Project by the City Council. Said total fee shall be paid by the CITY to the CONTRACTOR upon (a) receipt by the CITY from the CONTRACTOR of a billing statement or invoice therefor, and (b) review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting. In accordance with Chapter 573 of the Code of Iowa, the CITY shall withhold 5% of the payment as retainage.

V. WARRANTY, INDEMNIFICATION AND GUARANTEE.

A. The CONTRACTOR agrees to fully indemnify, defend, save and hold the CITY, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent acts, errors or omissions of the CONTRACTOR, its officers, representatives, agents, contractors, subcontractors or employees in connection with the PROJECT.

B. The CONTRACTOR warrants and guarantees the adequacy of the for one year from the Project Completion Date and acceptance by the City Council. During its warranty period, the CONTRACTOR shall, at its sole expense, be responsible for replacing the landscaping performed by the CONTRACTOR as part of the Project hereunder in the event the terms of the warranty are met.

VI. SURVIVAL.

All express representations or indemnifications made in or given in this

Agreement shall survive the completion of the construction services to be rendered by the CONTRACTOR hereunder or the termination of this Agreement for any reason.

VII. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Johnson County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

VIII. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

IX. SEVERABILITY.

If any section, subsection, term or provision of this Agreement (inclusive of Exhibits) or the application thereof is in conflict with any other section, subsection, term or provision of this Agreement (inclusive of Exhibits) or the application thereof, the section, subsection, term or provision placing the more stringent duty, obligation, responsibility or requirement on the CONTRACTOR shall control. If any section, subsection, term or provision of this Agreement or the application thereof to the CONTRACTOR, the CITY or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the CONTRACTOR, the CITY or particular circumstances other than that for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

X. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XI. FINAL AGREEMENT.

Both the CONTRACTOR and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the construction services to be rendered by the CONTRACTOR to the CITY in connection with the Project, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the CONTRACTOR and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

CONTRACTOR:
L.L. Pelling Company, Inc.

CITY OF WEST BRANCH:

An Authorized Representative

Don Kessler, Mayor

Print name and title

ATTEST:

Matt Muckler, City Clerk

EXHIBIT "A"
PLANS & SPECIFICATIONS

PROPOSAL

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



WWW.LLPELLING.COM 1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

RE: 2011 Sealcoat Work Page 1 of 4 April 14, 2011

TYPE OF WORK

- A. Base repair and single seal coat consisting of:
 Scarify and pulverize existing street surface
 Furnish water as required for compaction and reshape and recompact.
 Prime with MC asphalt
 Furnish and apply single seal coat of MC-3000 asphalt
 Furnish, spread and roll 3/8" pea gravel.

- B. Single seal coat consisting of:
 Power broom streets
 Furnish and apply single seal coat of MC-3000 asphalt
 Furnish, spread and roll 3/8" pea gravel.

Street	Area (in feet)		Type of Work	
	Length	Width	A	B
Square Yards				
1. Maple Street				
4th Street (West)	448	14		697
Scottsville Condos	36	14		56
Second & College	20	14		31
East of Bridge on College	16	14		25
East of Bridge on College	52	24		139
2. Green Street				
4th Street (East)	30	6		20
4th Street (East)	30	6		20
5th Street (East)	66	17		125
5th Street (East)	144	6		96

Authorized Signature Scott Yoss

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

PROPOSAL

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



WWW.LLPELLING.COM 1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

RE: 2011 Sealcoat Work Page 2 of 4 April 13, 2011

Street	Area (in feet)		Type of Work	
	Length	Width	A	B
Square Yards				
3. East College				
North 6th Street (East)	160	18		320
North 6th Street (East)	174	18	348	
North 6th Street (East)	174	18		348
Intersection of Orange & 5th Street	25	24		67
4. 5th Street				
Main (South)	48	22		117
5. Water Street				
House #411	200	23		511
House #411	58	23	148	
House #411	58	23		148
By gate	20	6		13
6. 4th Street				
By Cargill then North	90	10		100
By Cargill then North	300	24		800
By Cargill then North	94	24	251	
By Cargill then North	94	24		251
By Cargill then North	1062	24		2832
280th Street	694	24		1851
Cemetery	276	10		307
On N.W. curve	90	10		100
On N.W. curve	242	10	269	
On N.W. curve	242	10		269
On N.W. curve	294	14		457
On N.W. curve	450	14		700

Authorized Signature Scott Yoss

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

“Committed to Excellence since 1948”

PROPOSAL

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



WWW.LLPELLING.COM 1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

RE: 2011 Sealcoat Work Page 3 of 4 April 13, 2011

Street	Area (in feet)		Type of Work	
	Length	Width	A	B
Square Yards				
On N.W. curve	227	14		353
On N.W. curve	440	14		684
On N.W. curve	433	14		674
7. New Port				
Area	260	12	347	
Area	260	12		347
Area	240	12	320	
Area	240	12		320
Area	32	14	50	
Area	32	14		50
Exit at Cemetery	60	6		40
Exit at Cemetery	98	6		65
Library Parking	151	26		436
Cedar Johnson Road	38	6		25
Cedar Johnson Road	100	10		111
Cedar Johnson Road	96	10		107
8. 350th Street				
Area	20	6		13
Area	161	10		179
Bickford (West)	193	24		515

Authorized Signature Scott Yoss

Note: This proposal may be withdrawn if not accepted within ____ days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

PROPOSAL

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



WWW.LLPELLING.COM 1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

RE: 2011 Sealcoat Work Page 4 of 4 April 13, 2011

Street	Area (in feet)		Type of Work	
	Length	Width	A	B
Square Yards				
9. Johnson Cedar Rd				
350th Street (North)	598	21		1395
350th Street (North)	162	22	396	
350th Street (North)	162	22		396
350th Street (North)	178	22		435
10. Greenview Drive				
North of Court	75	10		83
11. Greenview Circle				
House #24	88	6		59
Total Type A Work				
<i>Square Yards x \$3.20 per square yard</i>	2129 SY			\$6,812.80
Total Type B Work				
<i>Square Yards x \$2.05 per square yard</i>	16687 SY			\$34,208.35
Tons of Patch Delivered and Placed				
<i>Tons @ \$185/ton</i>	15 TN			\$2,775.00
Tons of 3/4" Roadstone Del. and Placed				
<i>Tons @ \$18.00/ton</i>	120 TN			\$2,160.00
Total				\$45,956.15

Notes:

1. Billing on final units completed.
2. Prices based on receipt of an IA Sales Tax Exempt Certificate.

Authorized
Signature

Scott Yoss

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

"Committed to Excellence since 1948"

RESOLUTION 950

A RESOLUTION HIRING MICHAEL D. HORIHAN TO START ON AUGUST 11, 2011 AS THE POLICE CHIEF FOR THE CITY OF WEST BRANCH, IOWA AND SETTING THE SALARY FOR THE POSITION FOR FISCAL YEAR 2011-2012.

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

Section 1. That the City of West Branch, Iowa will hire Michael D. Horihan as the police chief.

Section 2. The following person and position named shall be paid the hourly wage indicated and the City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions for the amounts set out below, and make such contributions to IPERS and Social Security or other purposes as required by law or authorization of the Council:

Position	Name	Wage	Basic Hours
Police Chief	Michael D. Horihan	\$25.00/hour	40/week

SECTION 3. The above named employee is subject to the City of West Branch Personnel Policies and Procedures applicable to their department.

SECTION 4. This resolution will be effective upon final passage of the City Council.

SECTION 5. The hourly wage established in this resolution shall be effective upon final passage of the City Council.

SECTION 6. A relocation benefit will be provided of \$1,000.

Passed and Approved this 1st day of August, 2011.

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 681

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

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 55 “ANIMAL PROTECTION AND CONTROL” of the Code of West Branch, Iowa is hereby amended by making the following changes:

- A. Insert the following at the end of 55.16.3.B.:

The person who was attacked or the owner of the domestic animal attacked must be notified and may be present during this appeal process.

- B. Delete Section 55.16.3.C and insert in lieu thereof:

Once the owner has received notice of the animal’s classification as a Level 1, 2, or 3 animal, the owner shall comply with the restrictions specified in the notice within seven days or be subject to penalties (section 55.21).

- C. Insert the following words after “signs” in Section 55.16.4.C.:

within 72 hours of being notified

- D. Insert the following at the end of 55.16.4.D.:

If the disposition of a Level 4 animal is to be decided by a District Court and the animal is returned to the owner, the ID number tattooing or microchip implanting must be completed within seven days after this decision is made.

- E. Delete the first sentence in Section 55.16.4.E and insert in lieu thereof:

To insure correct identification, all animals that have been classified as Level 3 shall have an identification number tattooed upon the animal, at the owner’s expense, by or under the supervision of a licensed veterinarian within seven days after this decision is made.

- F. Delete the last sentence in Section 55.16.4.F and insert after the word “Council” in the second sentence:

in the City of West Branch Schedule of Fees

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

Passed and approved this 1st day of August, 2011.

First Reading: July 5, 2011
Second Reading: July 18, 2011
Third Reading: August 1, 2011

Don Kessler, Mayor

Attest:

Matt Muckler, City Administrator/Clerk

ORDINANCE NO. 683

AN ORDINANCE AMENDING TITLE CHAPTER 6 "CITY ELECTIONS"

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 6 "CITY ELECTIONS" of the Code of West Branch, Iowa is hereby amended by deleting Section 6.07 in its entirety.
2. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
4. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 1st day of August, 2011.

First Reading: July 18, 2011
Second Reading: August 1, 2011
Third Reading:

Don Kessler, Mayor

ATTEST:

Matt Muckler, City Administrator/Clerk