

# *City of West Branch*

~ A Heritage for Success ~

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110 N. Poplar St. • P.O. Box 218 • West Branch, Iowa 52358  
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## **CITY COUNCIL MEETING AGENDA** **Monday, April 16, 2012 • 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 April 2, 2012 City Council Meeting.
  - b. Approve claims.
5. Communications/Open Forum
6. Public Hearing/Non-Consent Agenda
  - a. Third Reading of Ordinance 693, amending maintenance bond requirements in Title, "Zoning and Subdivision," Chapter 173 "Site Plan Regulations of the City of West Branch, Iowa."/Move to action.
  - b. Third Reading of Ordinance 694, amending accounting requirements in Title, "General Code Provisions," Chapter 7 "Fiscal Management."/Move to action.
  - c. Approve appointment of Thomas Stewart and Austin Finnegan to the West Branch Fire Department./Move to action.
  - d. Resolution 985, entering into an agreement with Main Street West Branch and the owners at 102 West Main Street, 106 West Main, 110 West Main, 112 West Main, and 116 West Main for sidewalk repairs./Move to action.
  - e. Resolution 986, approving service agreement with All American Concrete, Inc. in the amount of \$20,574.03./Move to action.
  - f. Approve Resolution 987, establishing nuisance abatement municipal infraction fees, Park & Recreation program fees, vendor fees, site plan fees and public facility user fees in the West Branch Schedule of Fees./Move to action.
  - g. Resolution 984, approving service agreement with Latham & Associates, Inc. for a municipal gas utility feasibility study in the amount of \$15,000 plus travel and incidental expenses at cost./Move to action.
7. City Staff Reports
  - a. City Office Staffing Update – Part-Time Temporary Administrative Assistant Position
8. Comments from Mayor and Council Members
9. Adjournment

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**Mayor:** Don Kessler • **Council Members:** Jordan M. Ellyson, Colton Miller, Jim Oaks, Dan O'Neil, Mark Worrell  
**City Administrator/Clerk:** Matt Muckler • **Fire Chief:** Kevin Stoolman • **Library Director:** Nick Shimmin  
**Parks & Rec Director:** Melissa Russell • **Police Chief:** Mike Horihan • **Public Works Director:** Matt Goodale

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

**West Branch, Iowa  
Council Chambers**

**City Council Meeting**

**April 2, 2012  
7:00 p.m.**

Mayor Don Kessler opened the West Branch City Council meeting by welcoming the audience and the following City staff: City Administrator Matt Muckler, City Attorney Kevin Olson, Deputy City Clerk Dawn Brandt, Public Works Director Matt Goodale, Library Director Nick Shimmin, Fire Chief Administrator Dick Stoolman and Police Chief Mike Horihan.

Council members: Mark Worrell, Jordan Ellyson, Colton Miller, and Jim Oaks. Absent: Dan O'Neil.

**APPROVE AGENDA/CONSENT AGENDA**

- a) Approve minutes from the March 19, 2012 City Council Meeting.
- b) Approve claims.
- c) Approve Class C Liquor License with Living Quarters, Outdoor Service and Sundays Sales Permits for Fox Run Golf & Country Club.
- d) Approve street closure during the week of April 9<sup>th</sup> – 13<sup>th</sup>, 2012 for tree removal at Town Hall.
- e) Approve street closure for wastewater repairs at 5<sup>th</sup> & Main.

Motion by Miller, to approve the agenda, second by Ellyson. AYES: Miller, Ellyson, Worrell, Oaks. Absent: O'Neil. Motion carried.

Date 4-2-2012	City of West Branch	Claims Register Report
Blue Cross Blue Shield	Dental/Life/ Health Insurance	9,924.42
BP Amoco	Police/Fire/Sewer - Fuel	1,052.26
Deweys Jack & Jill	Water/Library/P&R - Supplies	70.39
EFTPS	Federal Withholdings	5,186.07
Iowa State University Ext.	Admin - P&Z Training Class	315.00
IPERS	IPERS	9,749.33
Mediacom	Admin - Service	40.90
Payroll Expenses	3/16/12 & 3/30/12	45,697.73
Pitney Bowes Financial Serv.	Admin - Postage Machine Lease	444.03
Pitney Bowes Purchase Power	Admin/Water/Sewer - Postage	1,000.00
Slager Appliance Inc	Fire - Steam Washer & Dryer	2,184.00
Sprint	Police - Service	179.97
UPS	Sewer - Shipping	48.88
	<b>Grand Total:</b>	<b>75,892.98</b>

===== Fund Totals =====	
001 General Fund	36,891.33
031 Library	7,151.59
110 Road Use Tax	281.50
111 Police Recovery Act Grant	31.92
112 Trust And Agency	12,000.93
600 Water Fund	9,553.65
610 Sewer Fund	9,982.06
<b>Grand Total:</b>	<b>75,892.98</b>

**COMMUNICATIONS/OPEN FORUM**

Council member Worrell asked that the gas feasibility study be brought back for discussion and a motion at the April 16, 2012 City Council meeting.

City Administrator Matt Muckler informed the Council that there will be a Joint Meeting of the City Council and the West Branch School Board on Monday April 23, 2012 at 6:30 p.m. in the Council Chambers to discuss joint sidewalk planning.

**PUBLIC, DEPARTMENT HEADS, COMMISSIONS, CITY ADMINISTRATOR AND CITY COUNCIL**  
**Third Reading of Ordinance 692, amending maintenance bond requirements in Title, "Zoning and Subdivision," Chapter 170 "Subdivision Regulations."/Move to action.**

Motion by Worrell, second by Miller to approve Third Reading of Ordinance 692. AYES: Worrell, Miller, Ellyson, Oaks. Absent: O'Neil. Motion carried.

ORDINANCE NO. 692

AN ORDINANCE AMENDING MAINTENANCE BOND REQUIREMENTS IN TITLE, "ZONING AND SUBDIVISION," CHAPTER 170 "SUBDIVISION REGULATIONS."

WHEREAS, the Planning and Zoning Commission has developed a proposed site plan ordinance for the City of West Branch over the last eighteen months with the intent to establish a procedure which will enable the City to review certain proposed improvements to property within specified zoning districts of the City to insure compliance with all applicable zoning, subdivision and building regulations; and

WHEREAS, the West Branch City Council is moving forward to adopt the proposed site plan ordinance with modifications to the section concerning Maintenance Bonds; and

WHEREAS, it is in the best interests of the residents of West Branch to have a consistent Code of Ordinances.

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

Section 1. Amendment. The Code of Ordinances is hereby amended by deleting Section 170.16.7 in its entirety and replaced with the following:

7. MAINTENANCE BONDS. Maintenance bonds shall be posted with the City by the subdivider at the subdivider's cost for improvements required under this chapter for the following time periods and improvements:

Streets and alleys	4 years
Storm sewer, drainage and detention	4 years
Concrete pavement	4 years
Asphalt overlays	4 years
Sidewalks	4 years
Curb and gutter	4 years
Water facilities	4 years
Sanitary sewer facilities	4 years
All other underground utilities	4 years

Section 2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 3. 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 4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

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Passed and approved this 2nd day of April, 2012.

First Reading: March 5, 2012  
Second Reading: March 19, 2012  
Third Reading: April 2, 2012

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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

Second Reading of Ordinance 693, amending maintenance bond requirements in Title, “Zoning and Subdivision,” Chapter 173 “Site Plan Regulations of the City of West Branch, Iowa.”/Move to action.

Motion by Worrell, second by Ellyson to approve Second Reading of Ordinance 693. AYES: Worrell, Ellyson, Miller, Oaks. Absent: O’Neil. Motion carried.

Second Reading of Ordinance 694, amending accounting requirements in Title, “General Code Provisions,” Chapter 7 “Fiscal Management.”/Move to action.

Motion by Miller, second by Ellyson to approve Second Reading of Ordinance 694. AYES: Miller, Ellyson, Worrell, Oaks. Absent: O’Neil. Motion carried.

Discussion of bonding for lift station project and inflow and infiltration study repairs.

City Administrator Matt Muckler introduced Larry & Maggie Burger from Speer Financial. Maggie gave a presentation on financing and bonding for the lift station project. Debt service schedules for borrowing \$1,400,000 were provided with 12, 15 and 20 year costs. Fees and estimated costs of issuance could be included in the general obligation bond.

Resolution 982, approving service agreement with J & M Displays in the amount of \$25,000./Move to action.

Motion by Worrell, second by Ellyson to approve Resolution 982. AYES: Worrell, Ellyson, Miller, Oaks. Absent: O’Neil. Motion carried.

#### **CITY STAFF REPORTS**

##### City Administrator Matt Muckler - Gas Franchise Agreement Update

Muckler will put the gas feasibility study back on the agenda for discussion at the April 16<sup>th</sup> meeting per Council member Worrell’s request. Kessler and Muckler met with representatives from Alliant to discuss a new agreement. Alliant has offered a 25 year agreement that would allow the city windows to exit the agreement after ten and twenty years.

##### Public Works Director Matt Goodale - New City Park Update

The new City park has been graded out on the west side of the creek. Grass seed has been put down. Staff will start working on the parking lot on the west side this week.

##### City Administrator Matt Muckler - Comprehensive Plan Survey Update

Approximately 360 surveys have been received. An extension to turn in surveys will be given until April 8th. Staff is hoping to bring back preliminary results at the May 7<sup>th</sup> meeting.

#### **COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

#### **ADJOURNMENT**

Motion to adjourn meeting by Worrell, second by Miller. City Council meeting adjourned at 7:56 p.m.

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Don Kessler, Mayor

ATTEST: \_\_\_\_\_

Dawn Brandt, Deputy City Clerk

ORDINANCE NO. 693

AN ORDINANCE AMENDING MAINTENANCE BOND REQUIREMENTS IN TITLE, "ZONING AND SUBDIVISION," CHAPTER 173 "SITE PLAN REGULATIONS OF THE CITY OF WEST BRANCH, IOWA."

WHEREAS, the Planning and Zoning Commission adopted a site plan ordinance for the City of West Branch to establish a procedure which will enable the City to review certain proposed improvements to property within specified zoning districts of the City to insure compliance with all applicable zoning, subdivision and building regulations; and

WHEREAS, the West Branch City Council would like to make modifications to the section concerning Maintenance Bonds; and

WHEREAS, it is in the best interests of the residents of West Branch to have a consistent Code of Ordinances.

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

Section 1. Amendment. The Code of Ordinances is hereby amended by deleting Section 173.14 in its entirety and replaced with the following:

14. MAINTENANCE BONDS. Maintenance bonds shall be posted with the City by the developer at the developer's cost for improvements required under this chapter for the following time periods and improvements:

Streets and alleys	4 years
Storm sewer, drainage and detention	4 years
Concrete pavement	4 years
Asphalt overlays	4 years
Sidewalks	4 years
Curb and gutter	4 years
Water facilities	4 years
Sanitary sewer facilities	4 years
All other underground utilities	4 years

Section 2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 3. 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 4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

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Passed and approved this 16th day of April, 2012.

First Reading:        March 19, 2012  
Second Reading:     April 2, 2012  
Third Reading:       April 16, 2012

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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

ORDINANCE NO. 694

AN ORDINANCE AMENDING ACCOUNTING REQUIREMENTS IN TITLE, "GENERAL CODE PROVISIONS," CHAPTER 7 "FISCAL MANAGEMENT."

WHEREAS, the West Branch City Council would like to increase accounting standards required under the Fiscal Management Chapter of the West Branch Code of Ordinances.

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

Section 1. Amendment. The Code of Ordinances is hereby amended by deleting Section 7.07.3 in its entirety and replaced with the following:

3. CHECKS. Checks shall be prenumbered and signed by two of the authorized signatories following Council approval, except as provided by subsection 5 hereof.

Section 2. Conflicts. All ordinances or parts of ordinances not specifically provided for and in conflict with the provisions of this ordinance are hereby repealed.

Section 3. 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 4. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

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Passed and approved this 16th day of April, 2012.

First Reading:        March 19, 2012  
Second Reading:     April 2, 2012  
Third Reading:       April 16, 2012

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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

**CITY OF WEST BRANCH  
COUNCIL ACTION REPORT**

MEETING DATE: April 16, 2012 AGENDA ITEMS: 6d & 6e

DATE PREPARED: April 10, 2012

STAFF LIAISON: Matt Muckler, City Administrator

**ACTION TITLES:**

Resolution 985, entering into an agreement with Main Street West Branch and the owners at 102 West Main Street, 106 West Main, 110 West Main, 112 West Main, and 116 West Main for sidewalk repairs./Move to action.

and

Resolution 986, approving service agreement with All American Concrete, Inc. in the amount of \$20,574.03./Move to action.

WORKSHOP  SPECIAL  CONSENT  NON-CONSENT  TABLED  PUBLIC HEARING

**RECOMMENDATIONS:**

Council approve Resolutions 985 & 986.

**PROJECT DESCRIPTION:**

Main Street West Branch has coordinated a sidewalk project for the south side of Main Street from Downey to Poplar. Five business owners have voluntarily agreed to fund a portion of the project. The project is tentatively scheduled for the second week in May.

**ATTACHMENTS:**

Resolutions 985 & 986

Signed Agreements with Main Street West Branch, Five Business Owners and All American Concrete, Inc.

**FINANCIAL NARRATIVE:**

Main Street West Branch has agreed to issue a no-interest loan to the owners and the City to pay for the project. This loan would be paid back according to payment schedules per owner agreements. The first payment is due on July 31, 2013 and the second payment is due July 31, 2014.

The low bid with All American Concrete, Inc. came in at \$20,574.03. Engineering work on the project from V & K came to \$1,436.85 for a project total of \$22,010.88. At the Sidewalk Committee Meeting held on March 8, 2012, it was suggested that the City should pay for the curb and that the five owners should pay for their share of the sidewalk. The following is cost breakdown on the project: City of West Branch - \$6,852.21, Beth Erickson and John Proeller - \$6,700.13, Stephen Clark - \$2,960.48, Ilene Lande - \$2,114.64, Ed and Anita Starr - \$1691.71, and Lou and Mary Picek - \$1,691.71.

RESOLUTION 985

RESOLUTION APPROVING THOSE CERTAIN AGREEMENTS IN CONNECTION WITH THE MAIN STREET SIDEWALKS IMPROVEMENTS.

WHEREAS, the City of West Branch took quotations from contractors to perform sidewalk repair and reconstruction along Main Street (the “Project”); and

WHEREAS, All American Concrete, Inc., of West Liberty, Iowa has submitted the lowest quotation in the amount of \$20,574.03; and

WHEREAS, the City Council of the City of West Branch has heretofore deemed it necessary to assess a portion of the Project to the adjoining property owners, said owners being located at:

102 West Main Street  
106 West Main Street  
110 West Main Street  
112 West Main Street  
116 West Main Street

(the “Owners”); and

WHEREAS, the City has also entered into an agreement with the Friends of Historic West Branch, Inc. (d/b/a Main Street West Branch, hereafter “Main Street”) whereby Main Street will reimburse the City for the entire cost of constructing the Project; and

WHEREAS, the Owners will pay the City a portion of the assessment for each property on July 1<sup>st</sup> of each year; and

WHEREAS, the City will then forward said monies to Main Street to repay its advancement of the Project costs; and

WHEREAS, the City Attorney has prepared assessment agreements for each of the Owners and an agreement with Main Street to accomplish the same, all of which require approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned assessment

agreements with the Owners be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreements on behalf of the City.

BE IT FURTHER RESOLVED, that the agreement between the City and Main Street is also hereby approved and the Mayor and City Clerk are hereby directed to execute said agreement on behalf of the City.

Passed and approved this 16<sup>th</sup> day of April, 2012.

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Don Kessler, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk

## AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa, a municipal corporation, 110 Poplar, West Branch, Iowa 52358, hereafter referred to as "City"; and Friends of Historic West Branch, Inc., an Iowa non-profit corporation, doing business as "Main Street West Branch", 109 N. Downey Street, West Branch, Iowa 52358, hereafter referred to as "Main Street."

WHEREAS, the City has heretofore deemed it necessary and desirable to perform certain sidewalk and repairs along Main Street (the "Project"); and

WHEREAS, Main Street has agreed to finance construction of the Project in the amount of \$22,010.88, plus any additional change orders as approved by City and Main Street, without interest; and

WHEREAS, the Project affects five different business owners on Main Street (the "Owners"); and

WHEREAS, Main Street has agreed to finance the Project and be reimbursed by the City and the Owners; and

WHEREAS it is now necessary for the parties to enter into this agreement to outline the responsibilities of parties.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The City shall enter into an agreement with a Contractor to provide for the construction of sidewalks adjacent to Owners business locations.
2. The City shall pay the Contractor the cost of construction of the Project in the normal course of business for the City.
3. That Main Street shall, within 10 days after submission of an invoice by City, reimburse the City for said construction costs as made pursuant to Paragraph 2 above.
4. That City has entered into five (5) agreements ("Assessment Agreements") with the Owners which require the Owners to pay 50% of the agreed upon price on July 31, 2013 and 50% of the agreed upon price on July 31, 2014 (the "Payment Dates") or any extensions agreed to between the parties.

5. That City is responsible to reimburse Main Street for its share of the Project, which is \$6,852.21. Said reimbursement by City shall be made to Main Street on July 31, 2013 and July 31, 2014, as outlined above in Paragraph 4.

6. That after each Payment Date, the City shall forward to Main Street within 10 days of receipt of said monies, all payments contemplated under the Assessment Agreements and 50% of the City share of the Project. In the event that any of the Owners fails to pay as contemplated under the Assessment Agreements, the City will certify that payment to the Cedar County Treasurer as collection with ordinary taxes. If the City certifies a payment(s) to the Cedar County Treasurer, City shall reimburse Main Street within 10 days of receiving said payment from the Cedar County Treasurer.

7. That the City shall take any and all necessary steps to recover delinquent Payments from the Owners, however, City does not guarantee full reimbursement from Owners.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

MAIN STREET:

  
Becky Frederick, President

CITY:

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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

ASSESSMENT AGREEMENT

THIS AGREEMENT entered into by and between the **City of West Branch**, 110 Poplar Street, West Branch, Iowa, 52358; hereinafter referred to as "CITY"; and **Louis J. Picek and Mary C. Picek**, husband and wife; hereinafter collectively referred to as "OWNER."

WHEREAS, the OWNER's property located at 110 W. Main Street in CITY is legally described as shown on Exhibit "A" attached hereto; and

WHEREAS, the improvements, referred to as the "Main Street Sidewalk Improvements Project," will consist of the reconstruction of sidewalk on Main Street (the "Improvements"); and

WHEREAS, the CITY shall assess the OWNER for a portion of the improvements constructed adjacent to the OWNER's property; and

WHEREAS, the CITY shall pay for a portion of the Project; and

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

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

**Special Assessment**

The OWNER and CITY expressly agree that the OWNER will be assessed its share of the assessable costs, said assessable costs as agreed among the parties is **\$1,691.71**. The OWNER expressly agrees to pay the assessment in two (2) annual installments as follows:

- |                                |          |
|--------------------------------|----------|
| a. No later than July 31, 2013 | \$845.86 |
| b. No later than July 31, 2014 | \$845.85 |

(the "Payment Schedule")

In the event that OWNER fails to meet its obligations under the Payment Schedule and in consideration of the construction of said Improvements, the undersigned OWNER hereby waives the public hearing on the adoption of the Resolution of Necessity and the mailing and publication of notice thereof, and all other legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the construction of said Improvements where the expense of such improvements is to be assessed against private property. The undersigned

OWNER hereby expressly waives each and every question of jurisdiction, the intention of the OWNER being to authorize and direct said CITY to construct the Improvements without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa, said provisions being located in Sections 384.37 through 384.79 of the Code of Iowa.

It is further agreed that when said Improvements have been constructed in accordance with the plans and specifications that the CITY may make assessments against the property of the undersigned OWNER for the cost of the construction of said Improvements, and that said assessments so made shall be a lien upon the property hereinafter described, and the undersigned OWNER hereby agrees to pay the amount which is thus assessed against its property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. The undersigned OWNER hereby expressly waives every objection to said assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the undersigned OWNER within the time provided by statute for the payment of special assessments for such Improvements. If OWNER fails to meet the Payment Schedule, it is the intention of the CITY that the assessment will be certified to the Cedar County Treasurer for collection as ordinary taxes, said assessment will be payable over a 2-year time period at 9% interest per annum, interest to accrue from the time the CITY accepts the Project as completed. To the extent the OWNER is entitled to any agricultural deferment under Chapter 384 of the City Code of Iowa, it hereby waives its right to such deferral.

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

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

Dated this 6 day of April, 2012.

APPROVED AND AGREED:

OWNER:

CITY:

Louis J. Picek  
Louis J. Picek

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

Mary C. Picek  
Mary C. Picek

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

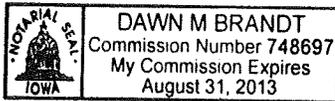
**STATE OF IOWA, CEDAR COUNTY, ss:**

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Don Kessler and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Don Kessler and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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

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

On this 6 day of April, 2012, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Louis J. Picek and Mary C. Picek, husband and wife, and to me personally known, who, being by me duly sworn, and acknowledged the execution of said instrument to be his voluntary act and deed.



Dawn M. Brandt  
Notary Public for the State of Iowa  
My commission expires: August 31, 2013

**EXHIBIT "A"**

Lot 12 in Survey Lot 64 in Block 38, Town of Cameron, now the incorporated city of West Branch, Iowa, as shown on the recorded plat thereof in Volume P at page 431 of the Town Lot Deed Records of Cedar County, Iowa.

ASSESSMENT AGREEMENT

THIS AGREEMENT entered into by and between the **City of West Branch**, 110 Poplar Street, West Branch, Iowa, 52358; hereinafter referred to as "CITY"; and **William E. Starr and Anita D. Starr**, husband and wife; hereinafter collectively referred to as "OWNER."

WHEREAS, the OWNER's property located at 112 W. Main Street in CITY is legally described as shown on Exhibit "A" attached hereto; and

WHEREAS, the improvements, referred to as the "Main Street Sidewalk Improvements Project," will consist of the reconstruction of sidewalk on Main Street (the "Improvements"); and

WHEREAS, the CITY shall assess the OWNER for a portion of the improvements constructed adjacent to the OWNER's property; and

WHEREAS, the CITY shall pay for a portion of the Project; and

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

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

**Special Assessment**

The OWNER and CITY expressly agree that the OWNER will be assessed its share of the assessable costs, said assessable costs as agreed among the parties is **\$1,691.71**. The OWNER expressly agrees to pay the assessment in two (2) annual installments as follows:

- |                                |          |
|--------------------------------|----------|
| a. No later than July 31, 2013 | \$845.86 |
| b. No later than July 31, 2014 | \$845.85 |

(the "Payment Schedule")

In the event that OWNER fails to meet its obligations under the Payment Schedule and in consideration of the construction of said Improvements, the undersigned OWNER hereby waives the public hearing on the adoption of the Resolution of Necessity and the mailing and publication of notice thereof, and all other legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the construction of said Improvements where the expense of such improvements is to be assessed against private property. The undersigned

OWNER hereby expressly waives each and every question of jurisdiction, the intention of the OWNER being to authorize and direct said CITY to construct the Improvements without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa, said provisions being located in Sections 384.37 through 384.79 of the Code of Iowa.

It is further agreed that when said Improvements have been constructed in accordance with the plans and specifications that the CITY may make assessments against the property of the undersigned OWNER for the cost of the construction of said Improvements, and that said assessments so made shall be a lien upon the property hereinafter described, and the undersigned OWNER hereby agrees to pay the amount which is thus assessed against its property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. The undersigned OWNER hereby expressly waives every objection to said assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the undersigned OWNER within the time provided by statute for the payment of special assessments for such Improvements. If OWNER fails to meet the Payment Schedule, it is the intention of the CITY that the assessment will be certified to the Cedar County Treasurer for collection as ordinary taxes, said assessment will be payable over a 2-year time period at 9% interest per annum, interest to accrue from the time the CITY accepts the Project as completed. To the extent the OWNER is entitled to any agricultural deferment under Chapter 384 of the City Code of Iowa, it hereby waives its right to such deferral.

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

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

Dated this 6 day of April, 2012.

APPROVED AND AGREED:

OWNER:

CITY:

William E. Starr  
William E. Starr

\_\_\_\_\_  
Don Kessler, Mayor

Anita Starr  
Anita D. Starr

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

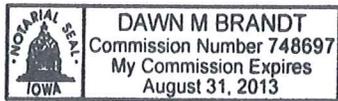
**STATE OF IOWA, CEDAR COUNTY, ss:**

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Don Kessler and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Don Kessler and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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

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

On this 6 day of April, 2012, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared William E. Starr and Anita D. Starr, husband and wife, and to me personally known, who, being by me duly sworn, and acknowledged the execution of said instrument to be his voluntary act and deed.



Dawn M. Brandt  
Notary Public for the State of Iowa  
My commission expires: August 31, 2013

## **EXHIBIT "A"**

Lot A located in the Northeast Quarter of Section 27, Township 79 North, Range 4 West of the Fifth P.M., Cedar County, Iowa, described as follows: Assuming the west line of the Northeast Quarter of said Section 27 bears due north and south, and beginning at the north quarter corner of said Section 27; thence North  $89^{\circ}39'$  East on the north line of the Northeast Quarter of said Section 27, a distance of 309.2 feet; thence south 870.6 feet; thence south  $89^{\circ}45'$  West, a distance of 309.2 feet to a point on the west line of the Northeast Quarter of said Section 27; thence north 867.3 feet to the point of beginning.

## ASSESSMENT AGREEMENT

THIS AGREEMENT entered into by and between the **City of West Branch**, 110 Poplar Street, West Branch, Iowa, 52358; hereinafter referred to as “CITY”; and **Elmira Cellars, Inc.**, an Iowa corporation; hereinafter collectively referred to as “OWNER.”

WHEREAS, the OWNER’s property located at 116 W. Main Street in CITY is legally described as shown on Exhibit “A” attached hereto; and

WHEREAS, the improvements, referred to as the “Main Street Sidewalk Improvements Project,” will consist of the reconstruction of sidewalk on Main Street (the “Improvements”); and

WHEREAS, the CITY shall assess the OWNER for a portion of the improvements constructed adjacent to the OWNER’s property; and

WHEREAS, the CITY shall pay for a portion of the Project; and

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

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

### **Special Assessment**

The OWNER and CITY expressly agree that the OWNER will be assessed its share of the assessable costs, said assessable costs as agreed among the parties is **\$2,114.64**. The OWNER expressly agrees to pay the assessment in two (2) annual installments as follows:

- |                                |            |
|--------------------------------|------------|
| a. No later than July 31, 2013 | \$1,057.32 |
| b. No later than July 31, 2014 | \$1,057.32 |

(the “Payment Schedule”)

In the event that OWNER fails to meet its obligations under the Payment Schedule and in consideration of the construction of said Improvements, the undersigned OWNER hereby waives the public hearing on the adoption of the Resolution of Necessity and the mailing and publication of notice thereof, and all other legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the construction of said Improvements where the expense of such improvements is to be assessed against private property. The undersigned

OWNER hereby expressly waives each and every question of jurisdiction, the intention of the OWNER being to authorize and direct said CITY to construct the Improvements without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa, said provisions being located in Sections 384.37 through 384.79 of the Code of Iowa.

It is further agreed that when said Improvements have been constructed in accordance with the plans and specifications that the CITY may make assessments against the property of the undersigned OWNER for the cost of the construction of said Improvements, and that said assessments so made shall be a lien upon the property hereinafter described, and the undersigned OWNER hereby agrees to pay the amount which is thus assessed against its property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. The undersigned OWNER hereby expressly waives every objection to said assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the undersigned OWNER within the time provided by statute for the payment of special assessments for such Improvements. If OWNER fails to meet the Payment Schedule, it is the intention of the CITY that the assessment will be certified to the Cedar County Treasurer for collection as ordinary taxes, said assessment will be payable over a 2-year time period at 9% interest per annum, interest to accrue from the time the CITY accepts the Project as completed. To the extent the OWNER is entitled to any agricultural deferment under Chapter 384 of the City Code of Iowa, it hereby waives its right to such deferral.

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

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

Dated this 6 day of April, 2012.

APPROVED AND AGREED:

OWNER:

CITY:

*Ilene J.M. Lande*  
Ilene J.M. Lande, President

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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

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

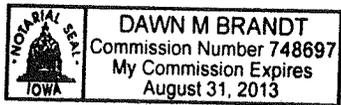
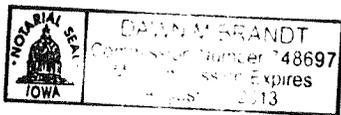
On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Don Kessler and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Don Kessler and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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

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

On this 6 day of April, 2012, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Ilene J.M. Lande, to me personally known, who, being by me duly sworn, and acknowledged the execution of said instrument to be her voluntary act and deed.

*Dawn M. Brandt*  
Notary Public for the State of Iowa  
My commission expires: August 31, 2013



**EXHIBIT "A"**

Lots 3 and 4 of Joseph Steer's Plat or Addition to West Branch, Cedar County, Iowa, also known as Lots 3 and 4, Block 44 of West Branch, Cedar County, Iowa, excepting therefrom the north three feet thereof and including six feet off the north side of Wetherell Street, immediately south of said lots and now considered as part of said lots.

## ASSESSMENT AGREEMENT

THIS AGREEMENT entered into by and between the **City of West Branch**, 110 Poplar Street, West Branch, Iowa, 52358; hereinafter referred to as "CITY"; and **Stephen T. Clark**, a single person; hereinafter referred to as "OWNER."

WHEREAS, the OWNER's property located at 106 W. Main Street in CITY is legally described as shown on Exhibit "A" attached hereto; and

WHEREAS, the improvements, referred to as the "Main Street Sidewalk Improvements Project," will consist of the reconstruction of sidewalk on Main Street (the "Improvements"); and

WHEREAS, the CITY shall assess the OWNER for a portion of the improvements constructed adjacent to the OWNER's property; and

WHEREAS, the CITY shall pay for a portion of the Project; and

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

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

### **Special Assessment**

The OWNER and CITY expressly agree that the OWNER will be assessed its share of the assessable costs, said assessable costs as agreed among the parties is **\$2,960.48**. The OWNER expressly agrees to pay the assessment in two (2) annual installments as follows:

- |                                |            |
|--------------------------------|------------|
| a. No later than July 31, 2013 | \$1,480.24 |
| b. No later than July 31, 2014 | \$1,480.24 |

(the "Payment Schedule")

In the event that OWNER fails to meet its obligations under the Payment Schedule and in consideration of the construction of said Improvements, the undersigned OWNER hereby waives the public hearing on the adoption of the Resolution of Necessity and the mailing and publication of notice thereof, and all other legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the construction of said Improvements where the expense of such improvements is to be assessed against private property. The undersigned

OWNER hereby expressly waives each and every question of jurisdiction, the intention of the OWNER being to authorize and direct said CITY to construct the Improvements without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa, said provisions being located in Sections 384.37 through 384.79 of the Code of Iowa.

It is further agreed that when said Improvements have been constructed in accordance with the plans and specifications that the CITY may make assessments against the property of the undersigned OWNER for the cost of the construction of said Improvements, and that said assessments so made shall be a lien upon the property hereinafter described, and the undersigned OWNER hereby agrees to pay the amount which is thus assessed against its property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. The undersigned OWNER hereby expressly waives every objection to said assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the undersigned OWNER within the time provided by statute for the payment of special assessments for such Improvements. If OWNER fails to meet the Payment Schedule, it is the intention of the CITY that the assessment will be certified to the Cedar County Treasurer for collection as ordinary taxes, said assessment will be payable over a 2-year time period at 9% interest per annum, interest to accrue from the time the CITY accepts the Project as completed. To the extent the OWNER is entitled to any agricultural deferment under Chapter 384 of the City Code of Iowa, it hereby waives its right to such deferral.

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED AND AGREED:

OWNER:

CITY:

Stephen T. Clark  
Stephen T. Clark

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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

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

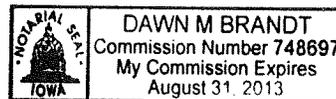
On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Don Kessler and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Don Kessler and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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

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

On this 5 day of April, 2012, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Stephen T. Clark, a single person, and to me personally known, who, being by me duly sworn, and acknowledged the execution of said instrument to be his voluntary act and deed.

Dawn M. Brandt  
Notary Public for the State of Iowa  
My commission expires: August 31, 2013



## **EXHIBIT "A"**

Lot 4 in Block 40, including a 6-foot strip described in the deed recorded in Book S, Page 121, in West Branch, Cedar County, Iowa, said 6-foot strip being located at the south end of said Lot 4, and Lot 3, Block 39, in School Division of West Branch, Cedar County, Iowa, together with a strip of land 6-feet in width along the south line of said Lot 3, said strip being more particularly described as commencing at the southwest corner of said Lot 3; thence south 6 feet; thence east 25 feet; thence north 6 feet to the southeast corner of said Lot 3; thence west to the place of beginning,

## ASSESSMENT AGREEMENT

THIS AGREEMENT entered into by and between the **City of West Branch**, 110 Poplar Street, West Branch, Iowa, 52358; hereinafter referred to as "CITY"; and **John M. Proeller and Beth E. Erickson**, husband and wife; hereinafter referred to as "OWNER."

WHEREAS, the OWNER's property located at 102 W. Main Street in CITY is legally described as shown on Exhibit "A" attached hereto; and

WHEREAS, the improvements, referred to as the "Main Street Sidewalk Improvements Project," will consist of the reconstruction of sidewalk on Main Street (the "Improvements"); and

WHEREAS, the CITY shall assess the OWNER for a portion of the improvements constructed adjacent to the OWNER's property; and

WHEREAS, the CITY shall pay for a portion of the Project; and

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

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

### Special Assessment

The OWNER and CITY expressly agree that the OWNER will be assessed its share of the assessable costs, said assessable costs as agreed among the parties is **\$6,700.13**. The OWNER agrees to make payments to the CITY as follows:

- |                                |            |
|--------------------------------|------------|
| a. No later than July 31, 2013 | \$1,675.04 |
| b. No later than July 31, 2014 | \$1,675.03 |
| c. No later than July 31, 2015 | \$1,675.03 |
| d. No later than July 31, 2016 | \$1,675.03 |

In consideration of the construction of said Improvements, the undersigned OWNER hereby waives the public hearing on the adoption of the Resolution of Necessity and the mailing and publication of notice thereof, and all other legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the construction of said Improvements where the expense of such improvements is to be assessed against private property. The undersigned OWNER hereby expressly waives each and every question of jurisdiction, the

intention of the OWNER being to authorize and direct said CITY to construct the Improvements without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa, said provisions being located in Sections 384.37 through 384.79 of the Code of Iowa.

It is further agreed that when said Improvements have been constructed in accordance with the plans and specifications that the CITY may make assessments against the property of the undersigned OWNER for the cost of the construction of said Improvements, and that said assessments so made shall be a lien upon the property hereinafter described, and the undersigned OWNER hereby agrees to pay the amount which is thus assessed against its property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed. The undersigned OWNER hereby expressly waives every objection to said assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the undersigned OWNER within the time provided by statute for the payment of special assessments for such Improvements. It is the intention of the CITY if OWNER does not adhere to the Payment Schedule, that the CITY will certify the assessment to the Cedar County Treasurer be payable over a 2-year time period at 9% interest per annum, interest to begin to accrue as of the date of acceptance of the Improvements by the CITY. To the extent the OWNER is entitled to any agricultural deferment under Chapter 384 of the City Code of Iowa, it hereby waives its right to such deferral.

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

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

Dated this 6<sup>th</sup> day of April, 2012.

APPROVED AND AGREED:

OWNER:

CITY:

John M. Proeller  
John M. Proeller

Don Kessler, Mayor  
Don Kessler, Mayor

ATTEST:

Beth E. Erickson  
Beth E. Erickson

Matt Muckler, City Administrator/Clerk  
Matt Muckler, City Administrator/Clerk

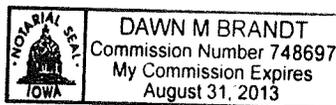
**STATE OF IOWA, JOHNSON COUNTY, ss:**

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Don Kessler and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Don Kessler and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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

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

On this 6 day of April, 2012, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared John M. Proeller and Beth E. Erickson, husband and wife, and to me personally known, who, being by me duly sworn, and acknowledged the execution of said instrument to be his voluntary act and deed.



Dawn M. Brandt  
Notary Public for the State of Iowa  
My commission expires: August 31, 2013

**EXHIBIT "A"**

Lot Twenty-three (23), Block Nine (9), Town of Cameron, now West Branch, Cedar County, Iowa, also known as Lot Twenty-three (23), Block Nine (9) of Townsend and Gues Addition to the Town of West Branch, as recorded in Town Lot Deed Book K, page 41, Records of the Cedar County Recorder.

RESOLUTION 986

RESOLUTION APPROVING A CONSTRUCTION SERVICES AGREEMENT WITH ALL AMERICAN CONCRETE INC. IN CONNECTION WITH THE MAIN STREET SIDEWALK IMPROVEMENTS.

WHEREAS, the City of West Branch took quotations from contractors to perform sidewalk repair and reconstruction along Main Street (the "Project"); and

WHEREAS, All American Concrete, Inc., of West Liberty, Iowa has submitted the lowest quotation in the amount of \$20,574.03; and

WHEREAS, the City Attorney has prepared a construction agreement to perform the Project which requires approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned construction agreement be and the same is hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

Passed and approved this 16<sup>th</sup> day of April, 2012.

---

Don Kessler, Mayor

ATTEST:

---

Matt Muckler, City Administrator/Clerk

## CITY OF WEST BRANCH CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of West Branch, a Municipal Corporation, 100 Poplar Street, West Branch, Iowa 52358, hereinafter referred to as the "CITY," and All American Concrete, Inc., 1489 Highway 6, West Liberty, Iowa 52776, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the City Council of the City of West Branch, Cedar County, Iowa, has heretofore deemed it necessary and desirable to reconstruct certain sidewalks along Main Street, hereinafter referred to as the "Project"; and

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

WHEREAS, the bid of the CONTRACTOR was the lowest responsible quotation received by the City for the Project in a total amount not to exceed \$20,574.03; 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 sidewalk reconstruction services in connection with the Project as set forth in **Exhibit "A"** attached hereto and incorporated into this Agreement by this reference. The parties to this Agreement hereby acknowledge and agree that all references to the "ENGINEER" in Exhibit "A" of this Agreement shall be deemed to be and refer to the Veenstra & Kimm Engineers.

### II. TIME OF COMPLETION.

The CONTRACTOR shall complete the Project in an expeditious manner to minimize the sidewalk closure times.

### III. GENERAL TERMS AND PROVISIONS.

A. The CONTRACTOR shall provide sidewalk reconstruction and replacement services for the Project in accordance with generally accepted performance standards set by the CITY.

B. 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(B) 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.

C. The CITY may terminate this Agreement, with or without cause, upon 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.

D. 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.

E. 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.

F. 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.

G. 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. 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 roof construction and repair services rendered under this Agreement for a total fee not to exceed \$20,574.03. 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.

#### 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 workmanship for a period of four (4) from the Project Completion Date hereunder. During its guarantee period, the CONTRACTOR shall, at its sole expense, be responsible for repairing work performed by the CONTRACTOR as part of the Project hereunder in the event that the workmanship proves inadequate.

#### VI. HAZARDOUS MATERIALS.

A. The CONTRACTOR hereby warrants and represents that the CONTRACTOR (i) has not created nor contributed to the creation or existence, (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes,

materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. Without limiting the generality of Article V(a) above, the CONTRACTOR does hereby fully indemnify, defend, save and hold harmless the CITY, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the CITY, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI(a).

B. The CITY hereby warrants and represents that the CITY (i) has not created nor contributed to the creation or existence, (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. Furthermore, the CITY does hereby fully indemnify, defend, save and hold harmless the CONTRACTOR, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the CONTRACTOR, its representatives, agents, contractors, subcontractors and employees as a result of any breach of this Provision VI(b).

#### VII. INTERPRETATION.

Both parties hereto acknowledge and agree that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with the generally accepted standards of Construction referenced in Article III(A) above, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

#### VIII. SURVIVAL.

All express representations or indemnifications made in or given in this Agreement shall survive the completion of the roof construction and repair services to be rendered by the CONTRACTOR hereunder or the termination of this Agreement for any reason.

#### IX. 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 Cedar 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.

#### X. 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.

#### XI. 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.

#### XII. 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.

#### XIII. EXECUTION.

This Agreement may be executed by the parties hereto in counterparts. Accordingly, each partially-executed original signature page shall hereby be deemed fully integrated and incorporated into this document.

#### XIV. FINAL AGREEMENT.

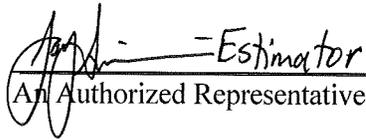
Both the CONTRACTOR and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the roof construction and repair services to be rendered by the CONTRACTOR to the CITY in connection with the Project, that there are 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:**

All American Concrete

 - Estimator  
An Authorized Representative

**CITY OF WEST BRANCH:**

\_\_\_\_\_  
Don Kessler, Mayor

**ATTEST:**

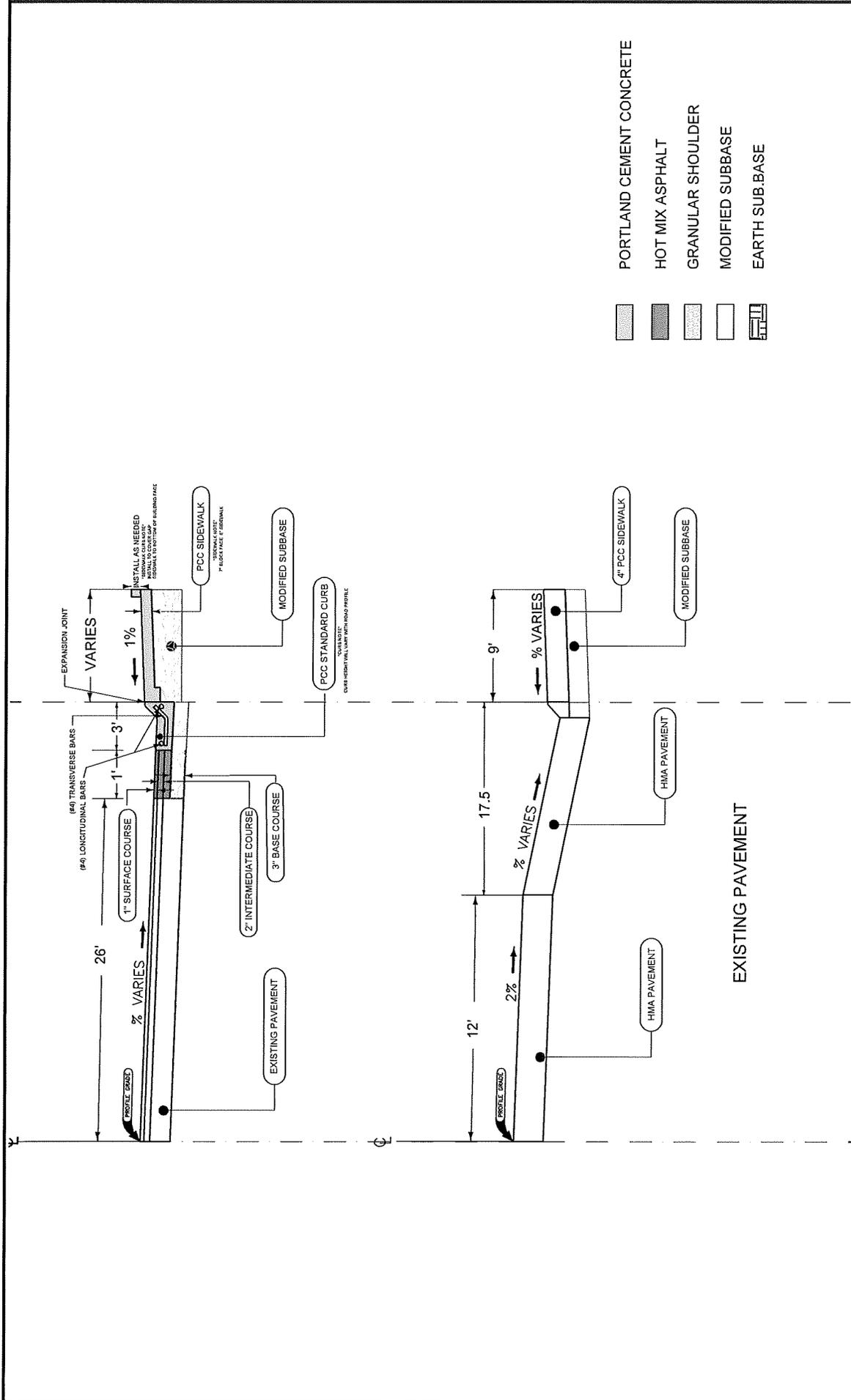
\_\_\_\_\_  
An Authorized Representative

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

**EXHIBIT "A"**

**PLANS & SPECIFICATIONS**





-  PORTLAND CEMENT CONCRETE
-  HOT MIX ASPHALT
-  GRANULAR SHOULDER
-  MODIFIED SUBBASE
-  EARTH SUBBASE

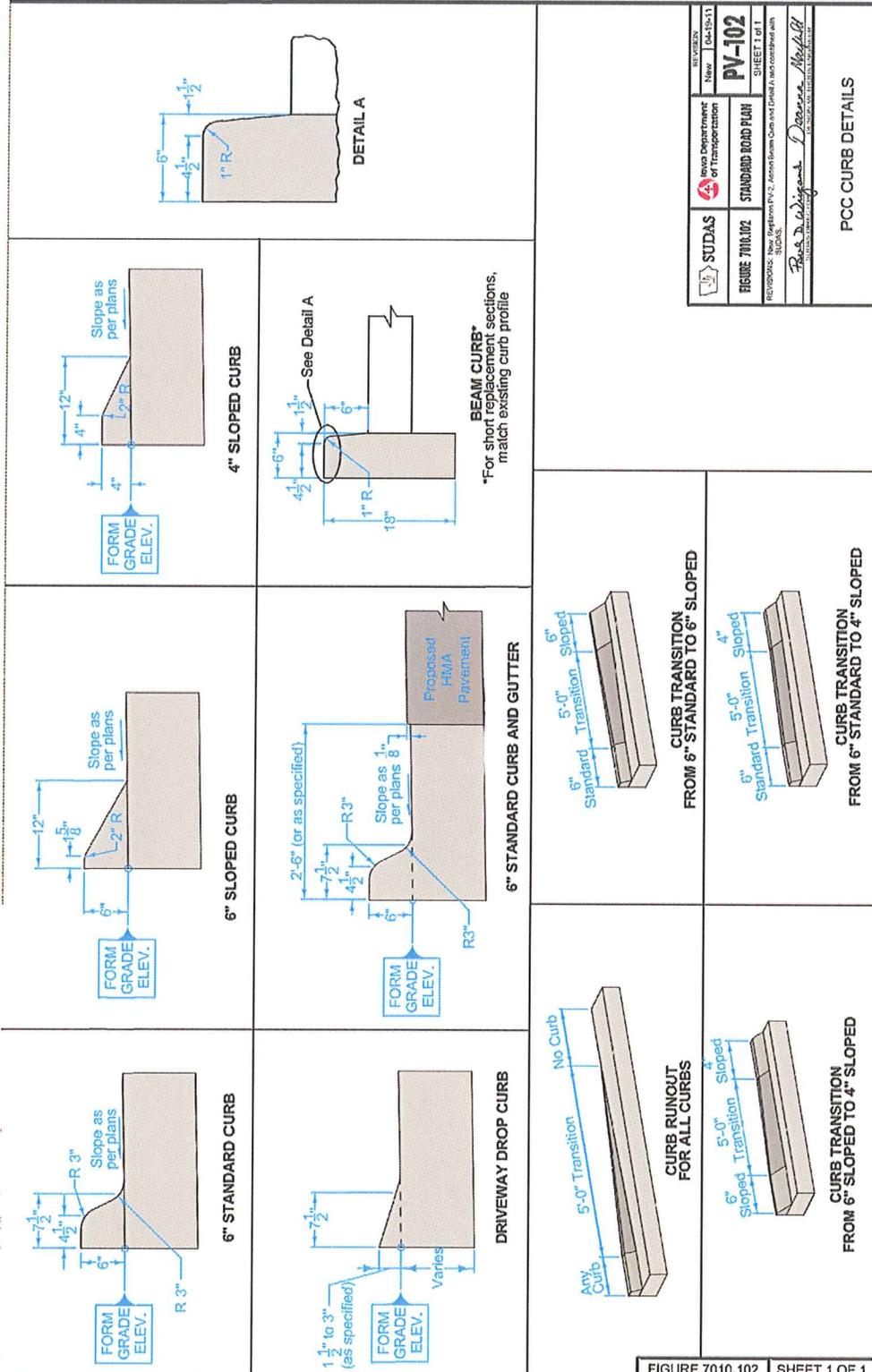
DWG. NO. B.01  
PROJECT

TYPICAL SECTIONS

WEST BRANCH MAIN STREET  
CITY OF WEST BRANCH

VEENSTRA & KIMM, INC.  
600 22nd Avenue  
319-465-1000 • Suite 4 • Cornville, Iowa 52241-1565  
319-465-1000 • 319-465-1000P200 • 285-341-8007(MATS)

DATE	SCALE	AS NOTED	REVISIONS
	DRAWN	EGS	
	CHECKED	DPS	
	APPROVED	DPS	
	DATE	04/19/12	
	DRAWN BY		



		IOWA DEPARTMENT OF TRANSPORTATION New (04/10/11)
	FIGURE 7010.102 STANDARD ROAD PLAN	<b>PV-102</b> SHEET 1 OF 1
REVISIONS: New, Replaces PV-2, Adds Beam Curb and Detail A, Add coordinate with SUDAS.		
Prepared by: <i>David D. Sigmond</i> Checked by: <i>Deanna M. Hylton</i> IOWA DEPARTMENT OF TRANSPORTATION		
PCC CURB DETAILS		

DWG. NO.  
B.02  
PROJECT

TYPICAL SECTIONS

WEST BRANCH MAIN STREET  
CITY OF WEST BRANCH

860 2nd Avenue • Suite 4 • Cornville, Iowa 52241-1565  
319-466-1000 • 319-466-1000 FAX • 689-241-6001 (WVATS)



DATE	REVISIONS	SCALE	AS NOTED	VERIFY SCALE
				SHALL BE DONE ON ORIGINAL DRAWING. IF NOT ONE INCH, 1" THIS SHEET, ABOUT 1/4" INCHES.

FIGURE 7010.102 SHEET 1 OF 1

ESTIMATE REFERENCE QUANTITIES			
ITEM NO.	ITEM CODE	ITEM	AS BUILT QUAN.
1.000000	2513-676500	RWLV OF CURB	1.9
2.000000	2303-0031500	HMA (1M ESAL) BASE, 12"	0.4
3.000000	2303-0022500	HMA (1M ESAL) INTERMEDIATE, 12"	0.3
4.000000	2303-0033500	HMA (1M ESAL) SURF, 12", NO FRIC	0.1
5.000000	2511-476500	PAVT SCARF (HMA PRIOR TO PAVT RWLV)	22
6.000000	2511-476500	RWLV OF SIDEWALK	206
7.000000	2512-172500	SIDEWALK, PCC, 6"	212
8.000000	2515-676500	CURB+GUTTER, PCC, 3.0"	164
9.000000	2515-676500	DRIVEWAY, PCC, 6"	5.1
10.000000	2528-4385000	RWLV OF PAVED DRIVEWAY	1
11.000000	2533-6880005	CONSTRUCTION SURVEY	1
12.000000	2533-6880005	MOBILIZATION	1

ESTIMATE REFERENCE INFORMATION	
ITEM NO.	DESCRIPTION
1	REMOVE OF CURB & GUTTER Refer to D.01 for Construction Plan. Method of measurement shall be by linear foot basis as measured by the Engineer.
2	2303-0031500 Refer to the Typical Sections on B.01 and Design Plan D.02
3	2303-0022500 HMA (1M ESAL) INTERMEDIATE 12" Refer to the Typical sections on B.01 and Design Plan D.02
4	2303-0033500 HMA (1M ESAL) SURFACE 12", NO FRIC. Refer to Typical sections on B.01 and Design Plan D.02
5	2510-5204000 PAVT SCARIFICATION MILL AND DISPOSE OF EXISTING HMA. Refer to B.01 for Locations
6	2511-676500 RWLV OF SIDEWALK Refer to Design Plan for Details Plan
7	2511-7526006 SIDEWALK, PCC, 6" Refer to design plan D.02 and Typical section B.01 * NOTE: Sidewalk face depth will be 7" for no less than 12" and taper to a normal 6" depth
8	2512-1725006 CURB+GUTTER PCC.3 Refer to standard Road Plan PVI-102. Refer to Typical section B.01 *NOTE: curb will follow the existing road profile and will vary as needed Include rebar # 4 longitudinal and transverse
9	2515-2475006 6" PCC DRIVE Refer to D.02 for location
10	2515-6765000 RWLV OF DRIVE Refer to D.01 for location
11	2528-4385000 CONSTRUCTION SURVEY
12	2533-6880005 MOBILIZATION

DWG. NO.  
**C-01**  
PROJECT

**QUANTITIES**

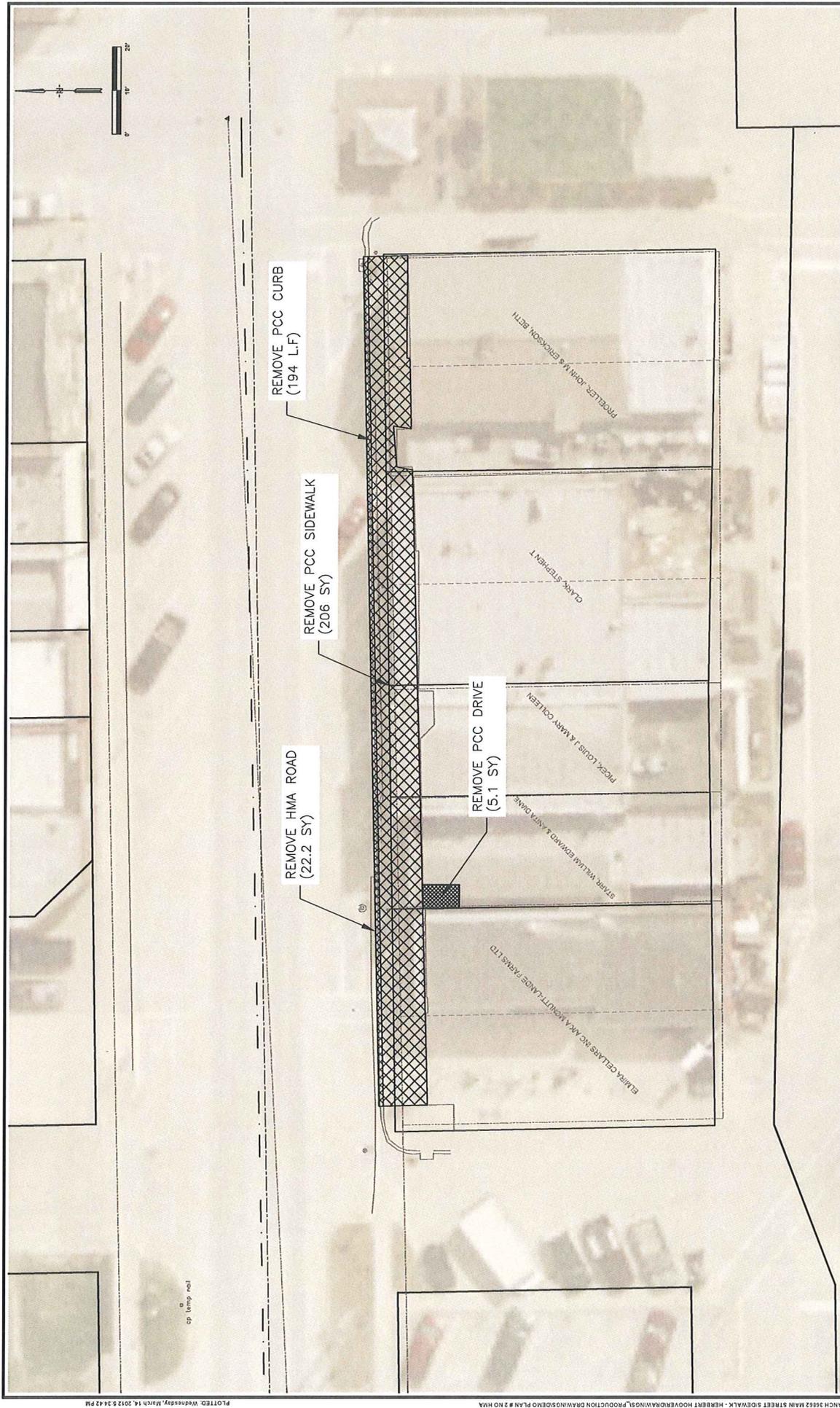
WEST BRANCH MAIN STREET SIDEWALK  
CITY OF WEST BRANCH  
860 22nd Avenue • Suite 4 • Cornville, Iowa 52241-1565  
319-465-1000 • 319-465-1000/FAX • 262-241-8001/TWATS



VERIFY SCALE  
SCALE AS NOTED  
CHECKED  
APPROVED  
DATE  
ISSUED FOR

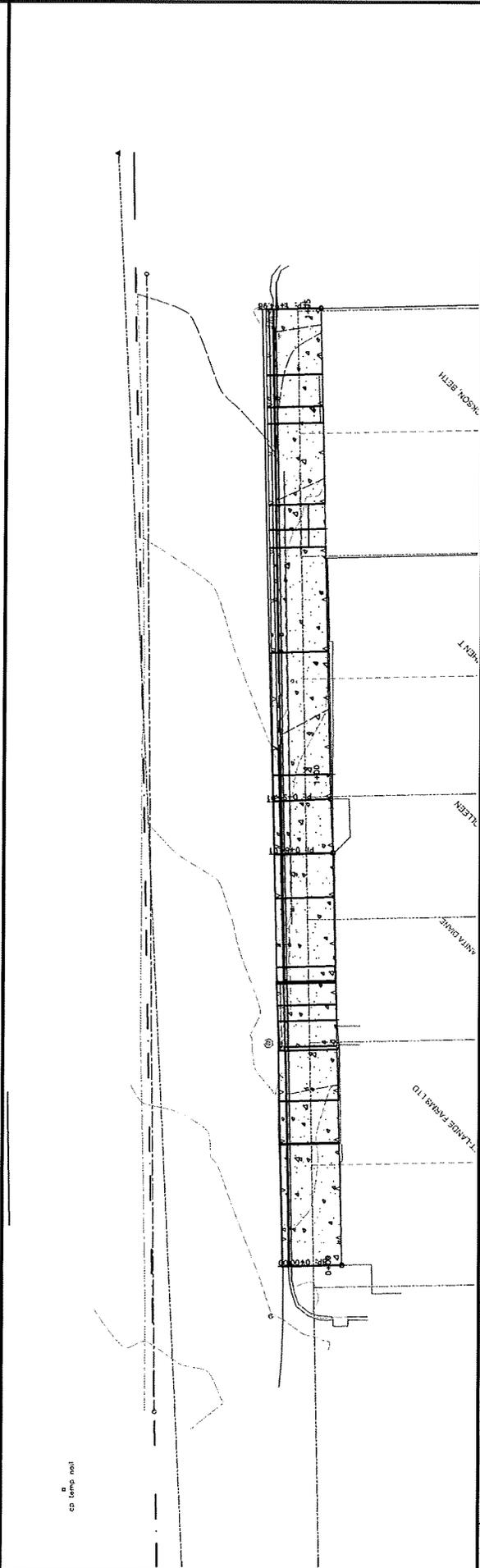
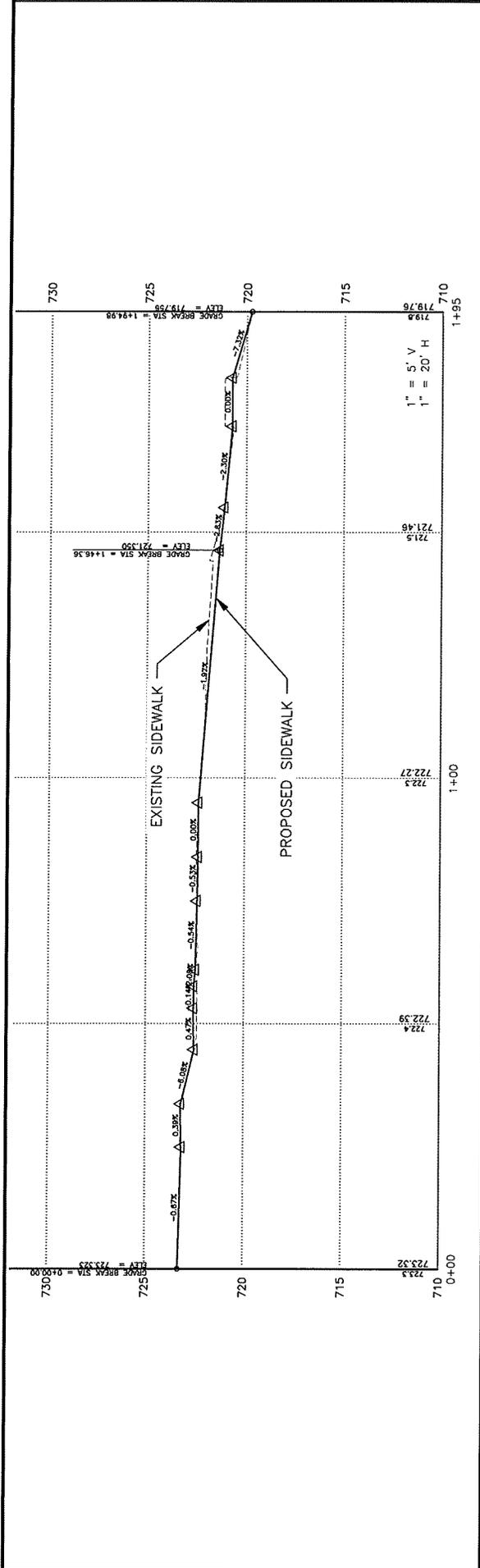
SCALE	AS NOTED	REVISIONS
SCALE	AS NOTED	REVISIONS
CHECKED	DATE	BY
APPROVED	DATE	BY
DATE	BY	
ISSUED FOR		

DATE  
SCALE AS NOTED  
CHECKED  
APPROVED  
DATE  
ISSUED FOR



DATE		REVISIONS		SCALE		AS NOTED		VERIFY SCALE		PROJECT	
										DEMCO	
										D.01	
										3182Z	
<p>WEST BRANCH MAIN STREET CITY OF WEST BRANCH</p> <p>660 22nd Avenue • Suite 2 • Coralville, Iowa 52241-1565 319-466-1000 • 319-466-1008FAX • 888-241-5001(MVTS)</p>										<p><b>VEENSTRA &amp; KIMM, INC</b></p>	
<p>ELMICK CELLARS INC &amp; MOUNTAINLAND FARM LTD STARR WELDON EDWARD &amp; MARY DANE PROCK LOUIS &amp; MARY COLEEN CLARK STREET PROCKER, JOHN &amp; EMERSON, BETT</p>											





REVISIONS		SCALE		VERIFY SCALE		PROJECT	
DATE	AS NOTED	SCALE	AS NOTED	VERIFY SCALE	SCALE	DWG. NO.	PROJECT
	CHANG	1" = 20' H	1" = 20' H	1" = 20' H	1" = 20' H	Z.01	
	CHECKED						
	APPROVED						
	DATE						
	DATE						
	DATE						



WEST BRANCH MAIN STREET  
CITY OF WEST BRANCH  
860 22nd Avenue • Suite 4 • Cornville, Iowa 52241-1565  
319-466-1000 • 319-466-1000 FAX • 666-241-8001 (TWATS)



RESOLUTION NO. 987

A RESOLUTION TO ADOPT NUISANCE ABATEMENT MUNICIPAL INFRACTION FEES,  
PARK & RECREATION PROGRAM FEES, VENDOR FEES, SITE PLAN FEES AND PUBLIC  
FACILITY USER FEES AS A PART OF THE WEST BRANCH SCHEDULE OF FEES

WHEREAS, the City Council, of the City of West Branch, Iowa deems it advisable to add various fees to the West Branch Schedule of Fees; and

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

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

Section 1. That the fees set forth in Exhibit "A" attached hereto and made a part hereof, be in full force and effect immediately upon its adoption and approval, as provided by law.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 16th day of April, 2012.

---

Don Kessler, Mayor

Attest:

---

Matt Muckler, City Administrator/Clerk

## EXHIBIT "A"

### NUISANCE ABATEMENT MUNICIPAL INFRACTION FEES

First Offense	\$100
Second Offense	\$250
Each Offense Thereafter	\$500

### PARK & RECREATION PROGRAM FEES

Volleyball	\$35
3 <sup>rd</sup> /4 <sup>th</sup> Grade Flag Football	\$35
PreK-2 <sup>nd</sup> Grade Flag Football, with jersey	\$35
PreK-2 <sup>nd</sup> Grade Flag Football, without jersey	\$20
PreK-2 <sup>nd</sup> Grade Basketball, with jersey	\$35
PreK-2 <sup>nd</sup> Grade Basketball, without jersey	\$20
PreK Tball, with jersey	\$35
PreK Tball, without jersey	\$20
PreK Soccer, with jersey	\$35
PreK Soccer, without jersey	\$20

### VENDOR FEES

Cedar County Non Profit Vendor Fee	\$10
Cedar County Commercial Business Fee	\$25
Non Cedar County Non Profits fee	\$25
Non Cedar County Commercial Business Fee	\$50

### SITE PLAN FEES

Site Plan Application Fee	\$200 + Actual costs occurred for engineering review
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### PUBLIC FACILITY USER FEES

Town Hall Rental	\$10/Hour or \$65/Day*
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\*Non-profit organizations are exempt from Town Hall Rental Fees.

RESOLUTION NO. 984

RESOLUTION APPROVING A SERVICE AGREEMENT WITH LATHAM & ASSOCIATES, INC. FOR A MUNICIPAL GAS UTILITY FEASIBILITY STUDY IN THE AMOUNT OF \$15,000 PLUS TRAVEL AND INCIDENTAL EXPENSES AT COST.

WHEREAS, the City's gas franchise agreement expired on October 14, 2011; and

WHEREAS, the City Council finds it advisable to explore options available to the City; and

WHEREAS, Latham & Associates has presented a proposal for a feasibility study for the formation of a municipal gas utility in West Branch; and

WHEREAS, it is now necessary to approve said agreement.

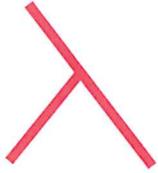
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement with Latham & Associates is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 16th day of April, 2012.

\_\_\_\_\_  
Don Kessler, Mayor

ATTEST:

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



# LATHAM & ASSOCIATES, INC.

150 FIRST AVENUE NE, SUITE 300  
CEDAR RAPIDS, IOWA 52401-1110

March 7, 2012

Mayor Don Kessler  
110 N. Poplar Street  
P O Box 218  
West Branch, IA 52358

RE: Feasibility of forming a municipal natural utility in West Branch

Over the last few years, Latham and Associates, Inc. (L&A) has prepared over thirty economic feasibility studies for electric and natural gas municipalization. Feel free to call Pat Stief at Traer Municipal Utilities, 319-478-8760. A list of other references and an hourly fee schedule are provided with the attachment.

Unlike for electricity, Iowa does not have protected service areas for natural gas utilities. If the City chooses to acquire the local natural gas system, the incumbent utility, Alliant, has no choice in the matter because the City has the right of court condemnation. However, Alliant will likely have a lot to say about what they believe is fair value for the system.

A franchise agreement fundamentally grants the utility the right to place its facilities within streets, alleys, and public right of ways and requires the utility to properly restore pavement and the like. There are those who argue that a franchise agreement does little for a city, so utilities often operate without a franchise agreement. A franchise agreement can specify a franchise tax. A franchise tax is simply the city taxing its citizens because the utility collects the tax only from its customers within the franchised city. I know of no requirement for either a city or utility to reach agreement on a franchise, but most likely West Branch will not be able to actually take over ownership and operation of the system until the franchise expires. When does the natural gas franchise agreement with Alliant expire?

The incumbent utilities are allowed to receive a return on delivery system investments and to recover the purchased gas cost, which is subject to monthly automatic adjustment. Many of Alliant's retail customers purchase natural gas directly from third party suppliers and pay Alliant its transportation tariff delivery charge. Both retail consumers and wholesale municipal utilities purchase natural gas supply in the same financially liquid market. Retail consumers often decide to purchase third-party supply for transport through the Alliant system for long-term economic benefits. Presuming a municipal utility will, like Alliant, pass-through its actual cost of wholesale gas, the economic feasibility of forming a municipal gas utility is then a matter of evaluating the

ability of the City to acquire and operate the local distribution system at a lower cost than customers currently pay to Alliant for delivery of third-party retail transport or delivery of Alliant supply.

L&A will provide an estimate of net savings that can reasonably be expected by formation of a local natural gas utility. L&A will work with city personnel to gather, estimate, and integrate capital and expense into our economic feasibility evaluation model.

The following items are included in L&A's Scope of Work for the Feasibility Study:

1. Gather and estimate costs for delivery system investment, administration, operations, and maintenance costs, including initial contracting and start-up costs;
2. Develop estimated participant revenue bond or other debt service expenses;
3. Project annual natural gas requirements from the number of city water and electric customer accounts and/or a meter reader count;
4. Estimate pipeline and transmission costs on a delivered basis;
5. Discount the present value of the stream of cash flow from consumers from a new municipal gas utility and from Alliant;
6. Provide net consumer savings of forming a municipal natural gas utility relative to continuing with Alliant; and
7. Prepare a short report to explain the process and results of the economic feasibility analysis.

L&A is willing to perform the above Scope of Work for a flat fee of \$15,000 plus travel and incidental expenses at cost. Fees include time for two trips to meet jointly with the City, one trip at the beginning of the study and a second trip to go over study results. Any additional requested meetings or work will be at our preferred client hourly fee schedule.

L&A is uniquely qualified and experienced to provide feasibility studies. L&A has specific knowledge and information regarding natural gas regulation, customer and investor-owned utility operations and practices, and energy supply markets. L&A provides energy advising services to over 40 municipal electric utilities, several of which are also natural gas utilities, and to electric and natural gas purchasing groups in Iowa and surrounding states. L&A solicits bids for and advises clients regarding electric and natural gas purchases, with value over \$150 million annually.



L&A was formed in 1995 to provide an array of energy-related advisory services, strategic planning, opportunity assessment, and engineering economic/financial analysis to large commercial and industrial energy users, educational institutions and associations, and electric and gas utilities. The company is owned by Dr. Robert Latham and Mr. Louie Ervin and is headquartered in Cedar Rapids, Iowa. Bob Latham and Louie Ervin will be primarily responsible for managing and completing studies. Resumes for L&A principals are available.

Bob Latham is an energy economist and a pricing and regulatory strategist. For over 25 years, from his position with the Iowa Utilities Board to senior management positions with IES Industries and with L&A, he has worked closely with municipal utilities and rural cooperatives and their state associations on primarily strategic and energy issues.

Louie Ervin is a licensed professional electrical engineer, with over 30 years in the energy industry. Ervin's experience includes management of rates and operations and overall responsibility for a large municipal utility. Louie was Manager of Gas Operations for IES Utilities Inc.'s Iowa system and received Gas Industries magazine Outstanding Manager of the Year Award.

Please call me at my cell phone number, 319-560-3092 to discuss how L&A can be of service to the city of West Branch. Thank you for your consideration.

Louie R. Ervin  
Executive Vice President  
Latham & Associates, Inc.  
319-365-6488 (office)



## Latham & Associates

Latham & Associates, Inc. (L&A) is an advisor and advocate for electricity, natural gas and steam purchasers, providing engineering/economic strategy, aggregation, contract negotiation and regulatory representation services for industrials, cities, schools and small utilities.

L&A was formed in 1995 to provide an array of energy-related advisory services, strategic planning, opportunity assessment and engineering economic/financial analysis to large commercial and industrial energy users, educational institutions and associations, and electric and gas utilities. Robert Latham and Louie Ervin own L&A. Both have extensive executive experience in the energy industry. Headquarters are in Cedar Rapids, Iowa.

The restructuring of the electric and natural gas industries and the price volatility of energy markets continue to create significant opportunities for realizing competitive energy prices and utilization solutions with substantial current and longer-term client benefits. L&A delivers the expertise to understand these energy market opportunities, identify creative solutions for clients, and assist in the implementation of strategic choices.

L&A currently provides energy market advisory, technical and advocacy services to a group of over thirty industrial clients, four midwest state school board associations, major public and private educational institutions and state associations, associations of smaller commercial and industrial businesses, colleges, hospitals, cities, counties and over fifty municipal and rural electric cooperative utilities across Iowa and the upper Midwest. L&A is recognized as an aggregator of and an advocate for electric and natural gas energy purchasers and groups of individual purchasers.

### SERVICES PROVIDED BY LATHAM & ASSOCIATES

- Energy strategy, procurement and aggregation consultation and implementation
- Oversight of energy procurement for industrial, commercial, municipal and institutional groups and utilities
- Identification of power supply alternatives
- Negotiation of power and other energy supply agreements
- Pricing strategy and design for electric, natural gas and steam
- Identification of strategic partners and opportunities
- Evaluation of feasibility of purchase or sale of utilities and facilities
- Regulatory analysis, position development and expert testimony
- Aggregation of energy customers, agreement negotiations, and continuing oversight
- Market presence development through industrial, commercial and small utility associations
- Regulatory and legislative process participation
- Transmission alternative development and participation in FERC/state regulatory processes
- Strategic assessment of power/transmission markets on energy purchasers and groups



## Latham & Associates

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### RESUME OF PARTNER

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*Robert J. Latham*

Office - Latham & Associates, Inc.  
150 First Avenue NE, Suite 300  
Cedar Rapids, Iowa 52401-1110  
Phone: 319-365-6488 Fax: 319-365-7086

Home - 356 Park Terrace, SE  
Cedar Rapids, Iowa 52403  
Phone: 319-362-6096  
Internet: Lathamrj@aol.com

**FOCUS:**

Strategy, planning and economic/financial analyses and initiatives in energy-related markets.

**ECONOMIC/STRATEGIC ANALYSIS/ENERGY MARKET EXPERIENCE:**

- Chairman and President - Latham & Associates, Inc.  
October 1995 - Present  
Energy strategic planning, strategic initiative implementation, regulatory and market negotiations, purchasing group aggregation and supply solicitation, engineering-economic/financial analyses in energy markets.

**UTILITY AND HOLDING COMPANY EXPERIENCE:**

- Senior Vice President - Finance, IES Industries Inc./IES Utilities Inc.  
February 1995 - October 1995  
Strategic planning, mergers and acquisitions, integrated resource planning, economic forecasting, international investments, finance and treasury activities.
- Senior Vice Pres. - Finance, Corp. Affairs & Treasurer, IES Industries Inc./IES Utilities  
February 1994 - February 1995  
Regulatory and governmental affairs, communications, strategic planning, economic forecasting, pricing, finance and treasury activities.
- Vice President - Corporate Affairs and Planning, IES Industries Inc.,  
May 1992 - February 1994
- Vice President - Corporate Affairs and Planning, Iowa Electric Light & Power Co.,  
May 1985 - May 1992
- Director of Rates and Utilization Research, Iowa Electric Light & Power Company,  
April 1983 - May 1985



## Latham & Associates

Robert J. Latham  
Resume Page 2

### REGULATORY EXPERIENCE:

- Director, Rates Research and Policy Division, Iowa Utilities Board,  
July 1980 - March 1983  
Rates research, PURPA, generation planning, cost-of-service, policy analysis.
- Director of Utility Finance, Utilities Division, Iowa Utilities Board,  
June 1976 - June 1980  
Cost-of-service, financial analysis, generation planning, rates, auditing, accounting.

### TEACHING AND RESEARCH EXPERIENCE:

- Assistant Professor Economics, member of the Graduate Faculty and Pre-Professional Advisory Committee; The Pennsylvania State University, University Park, 1970 - 1976  
Industrial organization, energy economics, business-government relations, microeconomics, health economics and interdisciplinary engineering economics energy research.
- Research Associate, Center for the Study of Environmental Policy  
The Pennsylvania State University, 1973 - 1976
- Research Associate, Institute for Research on Human Resources  
The Pennsylvania State University, 1970 - 1972

### BUSINESS ACTIVITIES:

- Member, Iowa Business Council Deputy Comm.  
Deputy and former chair 1987 - 1995  
Member Research & Policy Committee 1992 - 1995
- Board Member, Iowa Assoc. Business & Industry 1995
- Member, Electric Power Research Institute  
Utility Resource Planning & Management 1995
- Member, Edison Electric Institute -  
Strategic Planning Services Committee 1985 - 1995  
Power Supply Legislation Committee 1994 - 1995

### COMMUNITY ACTIVITIES:

- Trustee and former Chair, Trees Forever Foundation 2003 - present
- Board Member, former Chair, Trees Forever 1994 - 2003
- Board Member, Iowa Environmental Council 1995 - 2003
- Trustee and Secretary, Greater Cedar Rapids Foundation 1993 - 1998
- Board Member, St. Luke's Hospital, Cedar Rapids 1993 - 2003  
Chair, Quality and Cost of Care Committee 2000 - 2003
- Former Chair, Wellington Heights Park Fund Board 1994 - 1998
- Chair, Pastor Nominating Committees, Member, Major Gifts and Design Review Committees, and Elder and former Chair, Endowment, Finance, Trustees, Admin. & Personnel Committees, First Presbyterian Church, Cedar Rapids 1984 - present
- Trustee and former President, Brucemore, Inc., Cedar Rapids 1987 - 1994  
National Trust for Historic Preservation Property



## Latham & Associates

Robert J. Latham  
Resume Page 3

### PERSONAL BUSINESS:

- Chairman, President and CEO, Green Circle Investments, Inc., Clive, Iowa 1991 - present
- Chairman, Peoples Trust and Savings Bank, Clive, Iowa, with branches in Adel, Clive, Grand Junction, Guthrie Center, Jefferson, Rippey, Scranton and Waukee, Iowa 1991 - present
- Board Member, MidWestOne Financial Group, Iowa City, Iowa 2011 - present
- Board Member, MidWestOne Bank, Iowa City, Iowa 2011 - present
- President and Member of Board, Vail Spa Condominium Association, Vail, Colorado 2004 - present
- Latham Farms, Alexander, Iowa 1972 - present
- President and Member/Owner, Grand River Cattle Company, Grand River, Iowa 2006 - present
- Board and Executive Committee Member, First Financial Bancorporation, Iowa City, Iowa 1997 - 1998
- Board and Executive Committee Member, First National Bank Iowa, Iowa City, Iowa 1993 - 1998
- Advisory Board Member, Mercantile Bank, Cedar Rapids, Iowa 1998 - 2000

### ACADEMIC BACKGROUND:

- B.S. General Science, The University of Iowa - 1964  
M.A. Economics, The University of Iowa - 1968  
Ph.D. Economics, The University of Iowa - 1971  
Executive Program: Organizational Change, Stanford University - 1987  
Executive Program: Strategic Business Planning, Columbia University - 1992

### PERSONAL:

- Married: Sue, Ph.D. Psychology, The University of Iowa - 1971, Clinical Psychologist  
Children: Jesse D. Latham A.B., Stanford University, 1996, J.D., University of Chicago Law School, 1999, Director, UBS Investment Bank, Loan Portfolio Risk Management, Stamford, Connecticut 2006-  
Anne Latham Stanchfield, A.B., Northwestern University, 1999, MBA, Northwestern University Kellogg School of Management, 2005, Marketing, Strategic Planning, Target Corporation, Minneapolis, 2005-



## Latham & Associates

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### RESUME OF PRINCIPAL

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*Louie R. Ervin, P.E.*

**Office - Latham & Associates, Inc.**  
**150 First Avenue NE, Suite 300**  
**Cedar Rapids, Iowa 52401-1110**

**Phone: 319-365-6488**  
**Fax: 319-365-7086**  
**E-mail: ErvinLR@qwestoffice.net**

#### **INDUSTRY EXPERIENCE:**

- Executive Vice President of Latham & Associates, Inc.
- Licensed Professional Engineer
- Principal responsible for industrial clients representing about 550 mW of electrical load, including the Large Energy Group (an industrial and commercial consumers group in Iowa).
- Board of Directors, Iowan's for Choice in Electricity
- Advisor for implementation and operation of multiple aggregate energy purchasing consortiums in Illinois, Iowa, Nebraska, Missouri and Wisconsin.
- Perform engineering and economic generation analysis for industrial and municipal clients.
- Analysis and development of retail electric revenue requirements and rate design for municipal utilities. Develop real time wholesale tariffs for municipal cooperatives.
- Develop energy strategy for industrial and municipal clients.
- Expert witness in federal anti-trust case involving wholesale electric wheeling. Expert witness in Louisiana district court involving wholesale/retail wheeling and potential power sales. In-house expert witness in electric, gas and water rate cases before Federal Energy Regulatory Commission, Missouri Public Service Commission and Iowa Utilities Board.
- Directed a study of the economic impact of Divestiture of IES Utilities Gas Business as part of the Securities and Exchange Commission's merger requirements.
- Responsible for large projects, including construction of transmission and substation facilities.
- Responsible for management of Environmental, Substation Maintenance, Relaying, Metering, Communications and Electric Equipment Repair for large Investor Owned Utility.
- Directed electric operations for Lafayette Utilities System, including 360 mW of natural gas fired steam turbine generation and over sight of 50% ownership in a 560 mW coal fired plant.
- Performed consultant/agent functions for 40 municipal and REC utilities in Louisiana and Iowa in the area of energy supply.
- Responsible for power supply, marketing, cogeneration, transmission, distribution, field and commercial operations, stores, transportation, system protection, rates and environmental.
- Primary responsibility for integrating the system and personnel following a \$63 million acquisition of an electric utility service territory.
- Negotiated power, steam and natural gas contracts for sales of over \$250 million.



## Latham & Associates

Louie R. Ervin

Resume Page 2

- Received *Gas Industries* magazine **1993 Outstanding Manager of the Year Award** for directing a \$25,000,000 three-year project, installing over 500 miles of pipe for 52 towns.
- Served on Oversight Teams for Information Systems, Integrated Resource Planning, Economic Development and Environmental.

### **EDUCATION AND PROFESSIONAL:**

- BS & MS Electrical Engineering - University of Missouri (with honors)
- MBA - University of Iowa (with highest honors)
- Public Utility Executive Program - University of Michigan
- Edison Electric Institute Rate Program
- Licensed Professional Engineer
- Academic Honor Societies: Beta Gamma Sigma, Tau Beta Pi, and Eta Kappa Nu
- Past Chair of Missouri Valley Electric Association's Rates and Marketing Committee
- Past member of Southwest Power Pool's Operations Committee
- Member of Mid-continent Area Power Pool's Environmental Committee
- Representative to Midwest Ozone Transport Group
- Past member of Edison Electric Institutes' Metering Committee
- Member of Edison Electric's Environmental Committee

### **EMPLOYMENT:**

- Executive Vice President, Latham & Associates, Inc. - July, 1996 - present
- Adjunct Professor, Business Policy/Strategic Management - University of Iowa - 1993-1999
- IES Utilities Company - 1985 -1996:
  - Director- Environmental, Industrial Applications & Maintenance Engineering - 8/95
  - Director- Industrial Applications and Maintenance Engineering - 1/95
  - Director - Operations Planning & Development -1994
  - Director - Operations Services and District Manager - 1993
  - Manager - Gas Operations & District Manager - 1991
  - Manager - Eastern District - 1989
  - Manager - Rates & Contracts - 1987
  - Manager - Rates - 1985
- Lafayette Utilities System - Lafayette, Louisiana:
  - Associate Director - Generation, Engineering & Operations - 1984
  - Associate Director - Power Development & Sales - 1983
- Missouri Utilities Company 1971

### **ACTIVITIES:**

- Board Chair of Aging Services, Inc.
- Member Robins, IA Planning and Zoning Commission
- Board member of Chamber and Economic Development Corporation
- Board member of Cedar River Shelters
- Trustee of St. Paul's United Methodist Church
- Family activities, including golf, canoeing and grandchildren



## Latham & Associates

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### REFERENCES

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- ◇ Mr. Jeff Adkisson  
Grain & Feed Assoc. of Illinois  
3521 Hollis Drive  
Springfield, IL 62711  
Phone: 217-787-2417
- ◇ Mr. Terry Hershberger, President, RPGI  
Amana Society Services Co., REC  
P. O. Box 186  
Amana, Iowa 52203  
Phone: 319-622-7600
- ◇ Mr. Pat Stief  
Traer Municipal Utilities  
649 Second Street  
Traer, Iowa 50675-1230  
Phone: 319-478-8760
- ◇ Mr. Warren McKenna, Manager  
Farmers Electric Cooperative  
PO Box 134  
Kalona, Iowa 52247  
Phone: 563-652-6893
- ◇ Mr. Jeff Ishmael, Manager  
City of Story City Municipal Light Plant  
505 Market  
Story City, Iowa 50248  
Phone: 515-733-4691
- ◇ Mr. Bill Serbousek, Power Manager  
PMX Industries  
5300 Willow Creed Drive SW  
Cedar Rapids, Iowa 52404-4303  
Phone: 319-368-7700 X-1205
- ◇ Mr. P. Ferman Milster, PE  
Associate Director of Utilities  
207 Burlington Street West  
The University of Iowa  
Iowa City, Iowa 52242-1523  
Phone: 319-335-5132
- ◇ Dr. Michael Jacoby  
Executive Director  
Illinois Assn. of School Business Officials  
108 Carroll Avenue  
DeKalb, Illinois 60115  
Phone: 815-753-9366



## Latham & Associates

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### 2012 FEE SCHEDULE

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Personnel Fees Per Hour	One-Time Project	Long-Term Relationship Retainer
Partner - Latham	\$240	\$225
Principal - Ervin	\$205	\$190
Senior Professional	\$145	\$140
Professional	\$125	\$120
Assistant	\$ 95	\$ 90

Out-of-pocket expenses, including air travel and lodging at actual cost

Automobile travel expenses at 55.5 cents per mile, IRS for 2012

Travel time at schedule

Subcontracts at cost plus 10 percent

Project expenses at cost plus 10 percent

Expert testimony and participation in process at negotiated fees

## Comments from Alliant Energy on Gas Utility Feasibility Study

Representatives from Alliant Energy shared the following comments with City Administrator Matt Muckler on Tuesday April 10, 2012, which Alliant made in response to questions from the media.

- We're not interested in selling our system, it's not for sale.
- We believe that a franchise is in the best interest of the citizens of West Branch.
- While we understand that those who want to encourage municipalization will suggest a feasibility study will give you more information, we've found that most studies are biased toward condemnation because it means the consultant can get more work from the city.
- When the study comes back overwhelmingly positive, even when not accurate, it's harder to explain why a franchise is a better option.
- We explained some of the history of Traer and how today, we're actually suing on behalf of the citizens to make the council listen to their request to sign a franchise with us and how the town has been ripped in two over the debate on the issue.
- We assured the paper that we do not do capital work based on franchise expirations, but rather based on our regular maintenance schedules and need. In fact, we have significant electric work planned for West Branch even though our electric franchise has a number of years left on it.
- If the council would decide to have a study done, we hope they will allow us to review it and provide input into the results. We have found significant errors in previous studies that eliminate the consultant's suggested savings, we'd also suggest the city get competitive bids and request that the bidders provide past studies vs. actual results.
- Finally, we explained that no one has ever actually condemned and taken over an Alliant Energy natural gas system, it's rare and we believe that the benefits that might exist for a long-running natural gas utility aren't there for a city that would have to add significant debt and battle the significant declines we're seeing today in gas usage amongst our customers.

## Municipal Gas Utilities Response to False Charges

If a city council and residents are excited about the prospects of a municipal gas utility, then it will come as no surprise that the incumbent utility will also be excited, but in a very different way. Gas utilities are monopolies. Although rates are regulated, they are good investments. If you know anyone lucky enough to own stock in Berkshire Hathaway, they can explain some of the advantages.

Incumbent utilities typically put up a remarkable fight to keep their investment. In some cases, they seem willing to stretch the truth in the process. The following are some of the false charges that investor-owned utilities have made in the face of local action to buy out their monopoly assets.

- Charge: *Gas markets are highly volatile and there is no guaranteed profit*
  - Muni-gas systems work together to reduce market risks
  - Unlike IOUs, muni-gas motive is not maximizing profit – it is to safely and efficiently serve citizen-owners
- Charge: *Gas will become increasingly expensive as use increases and supply declines*
  - All utilities face the same market realities
  - Muni-gas systems work together to deal with market risks
  - Gas supplies are very strong and prices are at recent record lows
- Charge: *Feasibility studies are inaccurate*
  - Other new muni-gas systems have successfully based their business plans on similar feasibility studies
  - City has not required to proceed if any factor in the analysis changes to preclude feasibility
- Charge: *Startup costs are prohibitive*
  - They have not proven to be so for other cities that have established municipal gas systems
- Charge: *Gas is a dangerous and potentially deadly material*
  - Implicit in the false charge is that gas is too dangerous for muni-gas employees to handle – there is no basis for such slander
  - Municipal gas employees are well-trained and facilities are well maintained
- Charge: *Cities are too small and lack economies of scale*
  - Cities achieve economies of scale through joint action – IAMU, the Iowa Municipal Gas Authority, and the National Municipal Gas Agency are examples
  - Scale economies accrue to citizen-owners not to shareholders.

- Charge: *IOU better able to deal with emergencies – are more experienced and better trained*
  - IAMU operator qualification program is the national standard for small systems. Municipal systems in Iowa, Minnesota, and eastern Nebraska use IAMU training.
  
- Charge: *IOU better able to deal with emergencies – are more experienced and better trained (3)*
  - Claim that emergencies on weekends and holidays will go unanswered are as insulting as they are false. Muni systems also serve the homes and families of the local gas employees.
  
- Charge: *Municipalization harms city bond rating*
  - Bonds to acquire distribution facilities are backed by revenues; not by property taxes
  - Taxable bonds are used to acquire utility “output facilities;” tax-exempt bonds cover other start-up costs
  
- Charge: *City and schools will lose tax revenue*
  - Local tax revenue is unchanged
  - New municipal utility pays incumbent’s tax rate under replacement tax law
  - A change in the tax rate zone requires an act of the legislature
  
- Charge: *City and schools will lose tax revenue*
  - Most Iowa munis make payments in lieu of taxes (PILOTs) [Iowa median = 6%]
  - PILOTs reach or exceed average property tax payments of investor-owned utilities
  - PILOTs would be lower for a new muni because rates already include the replacement of current taxes
  - PILOTs are set locally
  
- Charge: *Consumers will not be protected from rate increases*
  - Muni-gas rates are set on behalf of consumer-owners by the elected city council or appointed board of trustees at open meetings with public access –IOU rates are set by a 3-member appointed state board.
  
- Charge: *IOUs held to higher standard because of their size*
  - Arguably, muni-gas systems are held to a higher standard, since their size allows more thorough inspection
  - State regulators inspect munis at least every two years – cooperation with state is very solid

*Iowa Association of Municipal Utilities*  
 Web: [www.iamu.org](http://www.iamu.org)

*City of West Branch*  
~A Heritage for Success~

**Temporary Part-Time Administrative Assistant**

The City of West Branch, Iowa is seeking applications for a temporary part-time administrative assistant. Customer service skills, experience working in an office environment and proficiency in Word and Excel are required. Hourly wage DOQ. Applications can be found online at [westbranchiowa.org](http://westbranchiowa.org). Completed cover letter, resume, employment application, and three work-related references must be received no later than 4 p.m. on April 25, 2012. Application packets may be mailed to: City of West Branch, Administrative Assistant Candidate Search, PO Box 218, West Branch, IA 52358; or Email: [dawn@westbranchiowa.org](mailto:dawn@westbranchiowa.org). For more information, please call Deputy City Clerk Dawn Brandt at (319) 643-5888. EOE