

# *City of West Branch*

~ A Heritage for Success ~

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

**CITY COUNCIL MEETING AGENDA**  
**Monday, May 7, 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 16, 2012 City Council Meeting.
  - b. Approve claims.
  - c. Approve L.L. Pelling Co. Seal Coat Work in the amount of \$42,949.95.
  - d. Approve the deposit of \$3,261 into the Fire Department General Fund Reserve Line and \$750 into the Public Works General Fund Reserve Line from the sale of used vehicles.
  - e. Approve transfer of \$8,432.66 from Enlow Building CD Fund 502 to Library–General Fund 031.
  - f. Approve transfer of \$1,354.33 from fund 200 debt service to active 226 debt service fund and close fund 200.
5. Communications/Open Forum
6. Public Hearing/Non-Consent Agenda
  - a. Presentation of donation to the City of West Branch by Cheryl Fisher, Procter & Gamble Distribution Center Leader.
  - b. Accept the resignation of Dan Karr./Move to action.
  - c. Set a public hearing for Monday May 21, 2012 at the 7:00 p.m. City Council Meeting on amending the current budget for the fiscal year ending June 30, 2012./Move to action.
  - d. Set a public hearing for Monday May 21, 2012 at the 7:00 p.m. City Council Meeting on granting to Interstate Power and Light Company, its successors and assigns, the right and franchise to acquire, construct, erect, maintain and operate a natural gas distribution system in the City of West Branch./Move to action.
  - e. First Reading of Ordinance 696, referencing the City of West Branch Schedule of Fees in Chapter 7 of the City Code of Ordinances./Move to action.
  - f. Nicole Turpin, Regional Planning Coordinator, East Central Intergovernmental Association, Comprehensive Plan Update Survey Results, Goals & Objectives and Initial Portions of Draft Comprehensive Plan.

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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

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**CITY COUNCIL MEETING AGENDA**  
**Tuesday, May 7, 2012 • 7:00 p.m. (continued)**  
**City Council Chambers, 110 North Poplar Street**  
*Action may be taken on any agenda item.*

- g. Resolution 988, approving a 28E Agreement with the West Branch Community School District to make road and sidewalk improvements to the connection of Orange Street to the Middle School near the West Branch water tower./Move to action.
  - h. Resolution 989, approving a 28E Agreement with the West Branch Community School District to make sidewalk improvements to Poplar Street./Move to action.
  - i. Approve unpaid leave of absence for Administrative Assistant Ashley Borland-Kaalberg./Move to action.
7. City Staff Reports
- a. Police Chief Mike Horihan – Police Department Patrol Vehicle
  - b. City Administrator Matt Muckler – Proposed Summer Council Meeting Schedule
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  
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*(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 16, 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, Police Chief Mike Horihan, Fire Chief Kevin Stoolman, Fire Chief Administrator Dick Stoolman and Police Officer John Hanna.

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

**APPROVE AGENDA/CONSENT AGENDA**

- a) Approve minutes from the April 2, 2012 City Council Meeting.
- b) Approve claims.

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

**City of West Branch Claims Register Report 4-16-12**

Air Cooled Engine	sewer - parts for saw	153.86
Alliant Energy	various depts - utilities	7,076.95
Amazon	library - supplies/books	243.56
Amsan	library/admin - ballasts	207.23
Baker & Taylor Books	baker & taylor - books	909.30
Barnhart's Custom Services	service	10,800.00
Barron Motor Supply	sewer/fire - supplies	93.77
BDC Building Plan Review	admin - march inspections	487.20
Beaver Heating And Air	library - service furnace	319.00
Big Country Seeds	park & rec - grass seed	450.00
Blue Cross Blue Shield	health/dental/life insurance	993.35
Borland-Kaalberg, Ashley	admin-reimb for hotel/training	282.24
Bound Tree Medical	fire - supplies	133.88
Bp Amoco	fire/police/sewer - fuel	1,924.18
Business Radio Sales	fire-service & charger/battery	435.52
Cedar Rapids Photo Copy	library - service	66.06
Cedar Valley Quilts	utility refund	83.30
Child Source	fire - car seats	785.10
Community State Bank	fire dept expansion loan pmt	8,364.57
Creative Software Services	admin - computer consulting	612.33
Culligan	fire - water cond rental	32.95
Deweys Jack & Jill	library/sewer - supplies	28.59
Earl May Nursery & Garden	library- landscaping materials	766.36
East Cent Intergovt Asn.	legal - comp plan feb '12 exp	510.50
Ebsco Subscription Services	library - subscriptions	938.97
Econo Signs	streets - signs	136.70
Eddy Walker Equipment	sewer - upper roller/bearing	1,198.40
Eftps	federal withholdings	4,852.58
Emslrc	fire - healthcare prov. card	6.00
Fetketter, Ashley	utility refund	64.48
Gaylord Bros Inc.	library - patron id cards	365.34
General Pest Control	library - service	70.00
Gierke-Robinson Co	streets - nail stakes	146.40
Goodale, Matthew	water - reimb for phone equip	39.98
Graybill Communications	fire - service	550.00
Greatamerica Leasing	admin - copier lease contract	252.06
Hawkeye Area Cap	library - m miller hours	88.00
Hawkeye International	fire - service on inter 7400	949.11
Heiman Fire Equipment	fire - supplies	12,206.83
Hygienic Lab	water - testing	260.00

Iowa Network Services	admin - website hosting	26.99
Ipers	ipers	3,213.89
J & M Displays	admin/htday-1/2 pmt fireworks	12,500.00
Johnson County Ambulance	fire - accu check lancets	61.65
Johnson County Refuse	recycling - march	4,211.25
Kingdom Graphics	park & rec - supplies	835.00
Kirkwood Comm. College	sewer - wastewtr conf training	135.00
Knoche, Rebecca	library - reimb for mileage	64.08
Lease Consultants	library - copier contract	118.00
Leaton, Ronald	utility refund	52.96
Liberty Communications	various depts - phone service	1,101.45
Linn County R.E.C.	streets - utilities	102.00
Lynch's Plumbing	sewer - fill valve	11.50
Menards	admin - supplies	219.64
Midwest Janitorial Service	various depts cleaning	637.00
Oasis Electric	water - service well by tower	232.73
Olson, Kevin D.	legal services for april 2012	1,250.00
Overdrive Inc	library - collections	57.69
Payroll Expense	payroll 4-13-12	22,913.80
Peden, Shanelle M.	cable - videotaping	150.00
Petersen, Dane	utility refund	20.00
Pitney Bowes	dmin/water/sewer - postage	1,000.00
Play It Again Sports	park & rec - goals & ball bags	104.36
Qc Analytical Services	sewer - testing	552.00
Quill Corp	admin - copy paper	347.47
RK Dixon	admin - blk/wht/color copies	257.15
Rushton, Amanda	library - reimb for mileage	64.08
Russell, Melissa	park & rec- reimb for supplies	110.52
Ruzek, Rebekah	utility refund	9.31
Springdale Agency	water - ins to add '12 dodge truck	357.00
Sprint	police - service	179.97
Stout, Shannon	utility refund	78.62
Thein Motor Sales	police/sewer - service	933.43
Tipton Conservative	library - subscription	34.00
Toynes Ia. Fire Trk.Serv	fire - hub cover	88.28
Treasurer State Of Iowa	iowa sales tax	1,723.33
Tyler Technologies	admin -software training class	300.00
Tyler Technologies	admin - computer software trg	6,116.69
UPS	sewer - shipping	116.04
Upstart	library - supplies	39.00
US Cellular	all depts. - phone service	523.54
Veenstra & Kimm	various depts. - engineering	18,577.26
Walmart	library - supplies	335.95
Water Solutions Unlimited	water - blended phosphate	2,216.50
Wenndt, Joe	fire - training	300.00
West Branch Repairs	fire - service & battery	114.95
West Branch Times	various depts. - publications	905.64
Wright Express	police - fuel	356.03
Zimmerman, Lyle	utility refund	7.80
	Grand Total	141,548.20

Fund Totals	
001 General Fund	78,390.28
022 Civic Center	736.58
031 Library	9,979.35
036 Tort Liability	271.00
050 Home Town Days Fund	7,023.28
110 Road Use Tax	818.61
112 Trust And Agency	2,626.22
226 Go Debt Service	8,364.57
304 Wastewater Lift Station	8,904.00
600 Water Fund	11,287.62
610 Sewer Fund	13,146.69
Grand Total	141,548.20

The Clerk reported the following balances for the month of March 2012:

(Balances = Balance sheet claim on cash balance + Investments- Outstanding checks)

Funds	Bank Balance	Investments	Total
001 General	\$ 260,109.03	\$ 72,790.94	\$ 332,899.97
022 Civic Center	\$ 31,506.54	\$ -	\$ 31,506.54
031 Library Operating	\$ 10,126.98	\$ 16,314.77	\$ 26,441.75
036 Tort Liability	\$ 222.16	\$ -	\$ 222.16
050 Home Town Days	\$ 7,023.28	\$ -	\$ 7,023.28
110 Road Use Tax	\$ 94,827.47	\$ -	\$ 94,827.47
111 Police Recovery Act Grant	\$ (338.25)	\$ -	\$ (338.25)
112 Trust & Agency	\$ 389.43	\$ -	\$ 389.43
119 Emergency Tax Fund	\$ 10,993.01	\$ -	\$ 10,993.01
121 Local Option Tax	\$ 3,476.05	\$ -	\$ 3,476.05
125 TIF	\$ 286,825.73	\$ -	\$ 286,825.73
160 Economic Develop.	\$ -	\$ -	\$ -
200 Debt Service	\$ -	\$ -	\$ -
226 SRF Debt Service	\$ 117,289.91	\$ -	\$ 117,289.91
300 Capital Improvement	\$ -	\$ -	\$ -
301 Safe Routes Sidewalk Project	\$ -	\$ -	\$ -
303 Fire Capital Project Addition	\$ -	\$ -	\$ -
304 Wastewater Lift Station	\$ (44,664.00)	\$ -	\$ (44,664.00)
500 Cemetery Perpetual	\$ 12,016.16	\$ 88,000.00	\$ 100,016.16
501 Krouth Fund Principal	\$ -	\$ 102,374.28	\$ 102,374.28
502 Krouth Enlow Int. Fund	\$ 8,502.40	\$ 7,779.88	\$ 16,282.28
600 Water Operating	\$ 192,208.56	\$ -	\$ 192,208.56
603 Water Sinking Fund	\$ 40,014.14	\$ -	\$ 40,014.14
610 Sewer Operating	\$ 289,137.04	\$ -	\$ 289,137.04
<b>TOTAL</b>	<b>\$ 1,319,665.64</b>	<b>\$ 287,259.87</b>	<b>\$ 1,606,925.51</b>

**COMMUNICATIONS/OPEN FORUM**

City Administrator Matt Muckler reported back to the Council on potential grant funding for the lift station project. City Engineer Dave Schechinger and representatives from the East Central Intergovernmental Association have confirmed that the City of West Branch would not be eligible for the two most common sources of grant funding for these projects: Community Development Block Grant (CDBG) funding and the United States Department of Agriculture Rural Development (USDA RD) program funds. To be eligible for CDBG funds, the City would be required to have at least 51% of our residents qualify as low-to-moderate income residents. The most recent information from the Iowa Economic Development Authority shows West Branch at 30.7% low-to-moderate income. USDA RD funds have even more stringent eligibility guidelines.

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

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.

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

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

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

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

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.

\*\*\*\*\*

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

Approve appointment of Thomas Stewart and Austin Finnegan to the West Branch Fire Department./Move to action.

Motion by Worrell, second by O'Neil to approve appointment of Thomas Stewart and Austin Finnegan to the West Branch Fire Department. AYES: Worrell, O'Neil, Ellyson, Miller, Oaks. Motion carried.

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.  
Muckler presented technical corrections on the agreement with Main Street West Branch including updating the Main Street Office street address and legal name.

Motion by O'Neil, second by Ellyson to amend Resolution 985 with the above changes. AYES: O'Neil Ellyson, Worrell, Miller, Oaks. Motion carried.

Motion by O'Neil, second by Ellyson to approve Resolution 985. AYES: O'Neil, Ellyson, Worrell, Miller, Oaks. Motion carried.

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

Motion by O'Neil, second by Miller to approve Resolution 986. AYES: O'Neil, Miller, Worrell, Ellyson, Oaks. Motion carried.

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.

Oaks stated that he felt staff should only be enforcing the nuisance abatement ordinance when complaints are filed by residents. Muckler reported that a recent meeting of the City Prosecutor, Attorney, Police Department staff, Public Works Director, City Administrator and Mayor Kessler led to a consensus that nuisance abatements be issued to any property owner in violation of the City Code on this issue and that the process for abating the nuisance be consistent. Worrell stated that he felt an ordinance that would reference the Schedule of Fees in the City Code would establish it as a permanent document of the City and make the nuisance abatement process more clear to residents. He asked that the changes to the Schedule of Fees be brought back for Council consideration after the adoption of the ordinance.

Motion by Worrell, second by O'Neil to postpone Resolution 987 and make a reference to the Schedule of fees document in the Code of Ordinances. AYES: Worrell, O'Neil, Ellyson, Miller, Oaks. Motion carried.

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.

Worrell expressed his interest in pursuing a study to determine whether or not the City could profitably operate the system. Oaks expressed support for the service agreement and displeasure with the public works building not

having natural gas. Alliant Energy representatives Keith Sherman and Joe White stated that Alliant would like to continue serving customers in West Branch. O'Neil and Ellyson stated that they feel it is in the City's best interest to focus on current wastewater infrastructure needs and revisit this issue in the future. Miller expressed concern about the costs of acquiring and operating a gas system.

Motion by Worrell, second by Oaks to approve Resolution 984. AYES: Worrell, Oaks. NAYS: Ellyson, Miller, O'Neil. Motion failed.

**CITY STAFF REPORTS**

City Office Staffing Update – Part-Time Temporary Administrative Assistant Position – An ad has been put in the WB Times for a PT temporary administrative assistant position to help fill in this summer when Ashley will be taking leave time.

**COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

Council member O'Neil said that the concrete at the new park looks great.

**ADJOURNMENT**

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

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Don Kessler, Mayor

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

Dawn Brandt, Deputy City Clerk

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
BLUE CROSS BLUE SHIELD	4/26/12	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	58.48
	4/26/12	DENTAL INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	58.48
	4/26/12	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	509.70
	4/26/12	HEALTH INSURANCE	GENERAL FUND	NON-DEPARTMENTAL	509.70
	4/27/12	LIFE INSURANCE EMPLOYEE	GENERAL FUND	NON-DEPARTMENTAL	8.00
	4/26/12	LIFE INSURANCE EMPLOYEE	GENERAL FUND	NON-DEPARTMENTAL	8.00
	4/26/12	DENTAL INSURANCE	LIBRARY	NON-DEPARTMENTAL	15.19
	4/26/12	DENTAL INSURANCE	LIBRARY	NON-DEPARTMENTAL	15.19
	4/26/12	HEALTH INSURANCE	LIBRARY	NON-DEPARTMENTAL	178.84
	4/26/12	HEALTH INSURANCE	LIBRARY	NON-DEPARTMENTAL	178.84
	4/26/12	HEALTH INSURANCE	LIBRARY	NON-DEPARTMENTAL	178.84
	4/26/12	DENTAL INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	2,145.98
	4/26/12	DENTAL INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	136.52
	4/26/12	LIFE INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	9.45
	4/26/12	HEALTH INSURANCE	TRUST AND AGENCY	POLICE OPERATIONS	613.99
	4/26/12	DENTAL INSURANCE	TRUST AND AGENCY	ROADS & STREETS	35.39
	4/26/12	DENTAL INSURANCE	TRUST AND AGENCY	ROADS & STREETS	4.11
	4/26/12	LIFE INSURANCE	TRUST AND AGENCY	ROADS & STREETS	893.33
	4/26/12	HEALTH INSURANCE	TRUST AND AGENCY	LIBRARY	418.10
	4/26/12	HEALTH INSURANCE	TRUST AND AGENCY	LIBRARY	56.86
	4/26/12	DENTAL INSURANCE	TRUST AND AGENCY	LIBRARY	24.03
	4/26/12	DENTAL INSURANCE	TRUST AND AGENCY	LIBRARY	3.15
	4/26/12	HEALTH INSURANCE	TRUST AND AGENCY	PARK & RECREATION	476.88
	4/26/12	HEALTH INSURANCE	TRUST AND AGENCY	PARK & RECREATION	55.63
	4/26/12	DENTAL INSURANCE	TRUST AND AGENCY	PARK & RECREATION	3.15
	4/26/12	DENTAL INSURANCE	TRUST AND AGENCY	PARK & RECREATION	613.98
	4/26/12	HEALTH INSURANCE	TRUST AND AGENCY	CEMETERY	35.37
	4/26/12	LIFE INSURANCE	TRUST AND AGENCY	CEMETERY	3.77
	4/26/12	HEALTH INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	459.00
	4/26/12	DENTAL INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	14.14
	4/26/12	DENTAL INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	14.17
	4/26/12	LIFE INSURANCE	TRUST AND AGENCY	CLERK & TREASURER	3.78
	4/26/12	HEALTH INSURANCE	TRUST AND AGENCY	LOCAL CABLE ACCESS	119.21
	4/26/12	HEALTH INSURANCE	TRUST AND AGENCY	LOCAL CABLE ACCESS	6.32
	4/26/12	DENTAL INSURANCE	TRUST AND AGENCY	LOCAL CABLE ACCESS	0.79
	4/26/12	DENTAL INSURANCE	TRUST AND AGENCY	LOCAL CABLE ACCESS	8.81
	4/26/12	DENTAL INSURANCE	WATER FUND	NON-DEPARTMENTAL	8.81
	4/26/12	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	103.73
	4/26/12	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	103.73
	4/26/12	HEALTH INSURANCE	WATER FUND	NON-DEPARTMENTAL	889.39
	4/26/12	HEALTH INSURANCE	WATER FUND	WATER OPERATING	40.38
	4/26/12	DENTAL INSURANCE	WATER FUND	WATER OPERATING	13.36
	4/26/12	DENTAL INSURANCE	WATER FUND	WATER OPERATING	4.81
	4/26/12	LIFE INSURANCE	WATER FUND	WATER OPERATING	8.66
	4/26/12	DENTAL INSURANCE	SEWER FUND	NON-DEPARTMENTAL	8.66
	4/26/12	DENTAL INSURANCE	SEWER FUND	NON-DEPARTMENTAL	101.94
	4/26/12	HEALTH INSURANCE	SEWER FUND	NON-DEPARTMENTAL	101.94
	4/26/12	HEALTH INSURANCE	SEWER FUND	NON-DEPARTMENTAL	881.05
	4/26/12	HEALTH INSURANCE	SEWER FUND	SEWER OPERATING	40.22
	4/26/12	DENTAL INSURANCE	SEWER FUND	SEWER OPERATING	12.95
	4/26/12	DENTAL INSURANCE	SEWER FUND	SEWER OPERATING	4.79
	4/26/12	LIFE INSURANCE	SEWER FUND	SEWER OPERATING	10,020.75
				TOTAL:	
BORLAND-KAALBERG, ASHLEY	4/26/12	REIMB FOR MEALS & MILEAGE	GENERAL FUND	CLERK & TREASURER	165.41
				TOTAL:	165.41
BRANDT, DAWN	4/26/12	REIMB FOR MEALS AT TRAININ	GENERAL FUND	CLERK & TREASURER	33.73

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CROELL REDI-MIX INC	4/26/12	CROELL REDI-MIX INC	GENERAL FUND	ROADS AND STREETS	882.50
				TOTAL:	882.50
EFTPS	4/30/12	FEDERAL WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	1,238.01
	4/30/12	SOCIAL SECURITY WITHHOLDI	GENERAL FUND	NON-DEPARTMENTAL	522.45
	4/30/12	MEDICARE WITHHOLDINGS	GENERAL FUND	NON-DEPARTMENTAL	180.39
	4/30/12	FEDERAL WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	205.83
	4/30/12	SOCIAL SECURITY WITHHOLDI	LIBRARY	NON-DEPARTMENTAL	123.49
	4/30/12	MEDICARE WITHHOLDINGS	LIBRARY	NON-DEPARTMENTAL	42.63
	4/30/12	FEDERAL WITHHOLDINGS	ROAD USE TAX	NON-DEPARTMENTAL	31.31
	4/30/12	SOCIAL SECURITY WITHHOLDI	ROAD USE TAX	NON-DEPARTMENTAL	27.74
	4/30/12	MEDICARE WITHHOLDINGS	ROAD USE TAX	NON-DEPARTMENTAL	9.57
	4/30/12	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	POLICE OPERATIONS	295.62
	4/30/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	POLICE OPERATIONS	69.14
	4/30/12	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	ROADS & STREETS	176.55
	4/30/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	ROADS & STREETS	41.29
	4/30/12	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	LIBRARY	182.29
	4/30/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LIBRARY	42.63
	4/30/12	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	PARK & RECREATION	68.70
	4/30/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	PARK & RECREATION	16.07
	4/30/12	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	CEMETERY	125.74
	4/30/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CEMETERY	29.43
	4/30/12	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	CLERK & TREASURER	127.40
	4/30/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	CLERK & TREASURER	29.80
	4/30/12	SOCIAL SECURITY WITHHOLDI	TRUST AND AGENCY	LOCAL CABLE ACCESS	18.19
	4/30/12	MEDICARE WITHHOLDINGS	TRUST AND AGENCY	LOCAL CABLE ACCESS	4.26
	4/30/12	SOCIAL SECURITY WITHHOLDI	WATER FUND	NON-DEPARTMENTAL	283.89
	4/30/12	FEDERAL WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	120.38
	4/30/12	MEDICARE WITHHOLDINGS	WATER FUND	NON-DEPARTMENTAL	41.57
	4/30/12	SOCIAL SECURITY WITHHOLDI	WATER FUND	WATER OPERATING	177.70
	4/30/12	MEDICARE WITHHOLDINGS	WATER FUND	WATER OPERATING	41.55
	4/30/12	FEDERAL WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	281.73
	4/30/12	SOCIAL SECURITY WITHHOLDI	SEWER FUND	NON-DEPARTMENTAL	119.36
	4/30/12	MEDICARE WITHHOLDINGS	SEWER FUND	NON-DEPARTMENTAL	41.20
	4/30/12	SOCIAL SECURITY WITHHOLDI	SEWER FUND	SEWER OPERATING	176.19
	4/30/12	MEDICARE WITHHOLDINGS	SEWER FUND	SEWER OPERATING	41.19
				TOTAL:	4,933.29
GOODALE, MATTHEW	4/26/12	REIMB FOR UNIFORMS - BOOTS	GENERAL FUND	CEMETERY	72.04
				TOTAL:	72.04
HY-YEE ACCOUNTS RECEIVABLE	4/26/12	PARK & REC-CANDY FOR EGG H	GENERAL FUND	PARK & RECREATION	305.10
				TOTAL:	305.10
IDOT OFFICE OF VEHICLE SERVICES	4/26/12	POLICE -SALVAGE THEFT EXAM	GENERAL FUND	POLICE OPERATION	10.00
				TOTAL:	10.00
IPERS	4/27/12	IPERS	GENERAL FUND	NON-DEPARTMENTAL	439.69
	4/27/12	IPERS	GENERAL FUND	NON-DEPARTMENTAL	439.63
	4/27/12	PROT IPERS	GENERAL FUND	NON-DEPARTMENTAL	333.30
	4/27/12	PROT IPERS	GENERAL FUND	NON-DEPARTMENTAL	344.88
	4/27/12	IPERS	LIBRARY	NON-DEPARTMENTAL	172.30
	4/27/12	IPERS	LIBRARY	NON-DEPARTMENTAL	168.62
	4/27/12	IPERS	ROAD USE TAX	NON-DEPARTMENTAL	9.46

VENDOR NAME

DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
4/27/12	IPERS	ROAD USE TAX	NON-DEPARTMENTAL	7.93
4/27/12	PROT IPERS	TRUST AND AGENCY	POLICE OPERATIONS	499.69
4/27/12	PROT IPERS	TRUST AND AGENCY	POLICE OPERATIONS	517.06
4/27/12	IPERS	TRUST AND AGENCY	ROADS & STREETS	193.11
4/27/12	IPERS	TRUST AND AGENCY	ROADS & STREETS	192.31
4/27/12	IPERS	TRUST AND AGENCY	LIBRARY	258.44
4/27/12	IPERS	TRUST AND AGENCY	LIBRARY	252.92
4/27/12	IPERS	TRUST AND AGENCY	PARK & RECREATION	106.78
4/27/12	IPERS	TRUST AND AGENCY	PARK & RECREATION	106.78
4/27/12	IPERS	TRUST AND AGENCY	CEMETERY	167.65
4/27/12	IPERS	TRUST AND AGENCY	CEMETERY	167.58
4/27/12	IPERS	TRUST AND AGENCY	CLERK & TREASURER	180.99
4/27/12	IPERS	TRUST AND AGENCY	CLERK & TREASURER	180.99
4/27/12	IPERS	TRUST AND AGENCY	LOCAL CABLE ACCESS	23.68
4/27/12	IPERS	TRUST AND AGENCY	LOCAL CABLE ACCESS	23.68
4/27/12	IPERS	WATER FUND	NON-DEPARTMENTAL	166.76
4/27/12	IPERS	WATER FUND	NON-DEPARTMENTAL	166.35
4/27/12	IPERS	WATER FUND	WATER OPERATING	250.13
4/27/12	IPERS	WATER FUND	WATER OPERATING	249.53
4/27/12	IPERS	SEWER FUND	NON-DEPARTMENTAL	165.16
4/27/12	IPERS	SEWER FUND	NON-DEPARTMENTAL	164.76
4/27/12	IPERS	SEWER FUND	SEWER OPERATING	247.75
4/27/12	IPERS	SEWER FUND	SEWER OPERATING	247.12
			TOTAL:	6,444.03
4/26/12	CEMETERY - UNIFORM SUPPLIE	GENERAL FUND	CEMETERY	247.68
			TOTAL:	247.68
4/26/12	ADMIN - SERVICE	GENERAL FUND	CLERK & TREASURER	40.90
			TOTAL:	40.90
4/26/12	REIMB FOR MEALS AT TRAININ	GENERAL FUND	CLERK & TREASURER	50.08
			TOTAL:	50.08
4/30/12	STATE WITHHOLDING TAX	GENERAL FUND	NON-DEPARTMENTAL	600.25
4/30/12	STATE WITHHOLDING TAX	GENERAL FUND	NON-DEPARTMENTAL	611.15
4/30/12	STATE WITHHOLDING TAX	LIBRARY	NON-DEPARTMENTAL	82.00
4/30/12	STATE WITHHOLDING TAX	LIBRARY	NON-DEPARTMENTAL	80.00
4/30/12	STATE WITHHOLDING TAX	ROAD USE TAX	NON-DEPARTMENTAL	3.06
4/30/12	STATE WITHHOLDING TAX	ROAD USE TAX	NON-DEPARTMENTAL	15.72
4/30/12	STATE WITHHOLDING TAX	WATER FUND	NON-DEPARTMENTAL	136.40
4/30/12	STATE WITHHOLDING TAX	WATER FUND	NON-DEPARTMENTAL	138.12
4/30/12	STATE WITHHOLDING TAX	SEWER FUND	NON-DEPARTMENTAL	137.29
4/30/12	STATE WITHHOLDING TAX	SEWER FUND	NON-DEPARTMENTAL	137.01
			TOTAL:	1,943.00
4/30/12	DEPENDANT CARE FLEX	GENERAL FUND	NON-DEPARTMENTAL	72.92
4/30/12	MEDICAL REIMBURSEMENT FLEX	GENERAL FUND	NON-DEPARTMENTAL	236.25
4/30/12	DEPENDANT CARE FLEX	WATER FUND	NON-DEPARTMENTAL	68.74
4/30/12	MEDICAL REIMBURSEMENT FLEX	WATER FUND	NON-DEPARTMENTAL	24.75
4/30/12	DEPENDANT CARE FLEX	SEWER FUND	NON-DEPARTMENTAL	66.67
4/30/12	MEDICAL REIMBURSEMENT FLEX	SEWER FUND	NON-DEPARTMENTAL	24.00
			TOTAL:	513.33

WELLMARK BLUECROSS BLUESHIELD

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
**PAYROLL EXPENSES	4/27/2012 - 4/27/2012		GENERAL FUND	POLICE OPERATION	5,186.20
			GENERAL FUND	ROADS AND STREETS	2,235.23
			GENERAL FUND	PARK & RECREATION	1,323.20
			GENERAL FUND	CEMETERY	2,076.89
			GENERAL FUND	CLERK & TREASURER	2,242.67
			GENERAL FUND	LOCAL CABLE ACCESS	293.40
			LIBRARY	LIBRARY	3,134.19
			ROAD USE TAX	ROADS & STREETS	660.56
			WATER FUND	WATER OPERATING	3,092.01
			SEWER FUND	SEWER OPERATING	3,062.31
				TOTAL:	23,306.66

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===== FUND TOTALS =====
001 GENERAL FUND                21,356.31
031 LIBRARY                      4,397.12
110 ROAD USE TAX                  764.35
112 TRUST AND AGENCY             10,245.87
600 WATER FUND                   6,132.90
610 SEWER FUND                   6,071.95
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GRAND TOTAL:                    48,968.50
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TOTAL PAGES: 4

APPROVED BY: \_\_\_\_\_

# PROPOSAL

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



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

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

RE: 2012 Sealcoat Work      Page 1 of 4      March 15, 2012

**TYPE OF WORK**

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

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

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

Authorized Signature Scott Yoss

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# PROPOSAL

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



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

RE: 2012 Sealcoat Work      Page 2 of 4      March 15, 2012

Street	Area (in feet)		Type of Work	
	Length	Width	A	B
Square Yards				
<b>3. East College</b>				
North 6th Street (East)	160	18		320
North 6th Street (East)	174	18	348	
North 6th Street (East)	174	18		348
Intersection of Orange & 5th Street	25	24		67
<b>4. 5th Street</b>				
Main (South)	48	22		117
<b>5. Water Street</b>				
House #411	200	23		511
House #411	58	23	148	
House #411	58	23		148
By gate	20	6		13
<b>6. 4th Street</b>				
By Cargill then North	90	10		100
By Cargill then North	300	24		800
By Cargill then North	94	24	251	
By Cargill then North	94	24		251
By Cargill then North	1062	24		2832

Authorized Signature Scott Yoss

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# PROPOSAL

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



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

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

RE: 2012 Sealcoat Work      Page 3 of 4      March 15, 2012

Street	Area (in feet)		Type of Work	
	Length	Width	A	B
Square Yards				
280th Street	694	24		1851
New Part of Cemetery	172	14		268
New Part of Cemetery	365	14	568	
New Part of Cemetery	365	14		568
New Part of Cemetery	364	14		566
New Part of Cemetery	504	12		672
New Part of Cemetery	432	14		672
<b>7. New Port</b>				
Library Parking	151	26		436
Cedar Johnson Road	38	6		25
Cedar Johnson Road	100	10		111
Cedar Johnson Road	96	10		107
<b>8. 350th Street</b>				
Area	20	6		13
Area	161	10		179
Bickford (West)	193	24		515
<b>9. Johnson Cedar Rd</b>				
350th Street (North)	625	21		1458
350th Street (North)	350	22	856	
350th Street (North)	350	22		856

Authorized Signature Scott Yoss

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# PROPOSAL

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



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

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

RE: 2012 Sealcoat Work      Page 4 of 4      March 15, 2012

Street	Area (in feet)		Type of Work	
	Length	Width	A	B
Square Yards				
<b>10. Greenview Drive</b>				
North of Court	75	10		83
<b>11. Greenview Circle</b>				
House #24	88	6		59
<b>Total Type A Work</b>				
<i>Square Yards x \$3.20 per square yard</i>	2171 SY			\$6,947.20
<b>Total Type B Work</b>				
<i>Square Yards x \$2.05 per square yard</i>	15155 SY			\$31,067.75
<b>Tons of Patch Delivered and Placed</b>				
<i>Tons @ \$185/ton</i>	15 TN			\$2,775.00
<b>Tons of 3/4" Roadstone Del. and Placed</b>				
<i>Tons @ \$18.00/ton</i>	120 TN			\$2,160.00
<b>Total</b>				<b>\$42,949.95</b>

**Notes:**

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

Authorized Signature Scott Yoss

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**CITY OF WEST BRANCH, IOWA**  
**NATURAL GAS FRANCHISE ORDINANCE NO. 695, 2012**

An Ordinance granting to **INTERSTATE POWER AND LIGHT COMPANY** ("Company"), its successors and assigns, the right and franchise to acquire, construct, erect, maintain and operate a natural gas distribution system in the City of (TOWN), (COUNTY) County, Iowa, and the right to lay down, operate and maintain the necessary pipes, mains, and other conductors and appliances in, along and under the streets, avenues, alleys and public places of the City of (TOWN), (COUNTY) County, Iowa, as now or hereafter constituted, for a period of twenty-five (25) years, for the purpose of distributing, supplying and selling natural gas to the City and its inhabitants thereof and to persons and corporations beyond the limits thereof; and granting to said Company the right of eminent domain.

BE IT ORDAINED BY THE City Council of the City of (TOWN), (COUNTY) County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to INTERSTATE POWER AND LIGHT COMPANY, hereinafter referred to as the "Company," its successors and assigns, the right, franchise and privilege for the term of twenty-five (25) years, subject to a limited right of cancellation as described in Section 7; from and after the passage, adoption, approval and acceptance of this Ordinance, to lay down, maintain and operate the necessary pipes, mains and other conductors and appliances in, along and under the streets, avenues, alleys and public places in the City as now or hereafter constituted, for the purpose of distributing, supplying and selling gas to said City and the residents thereof and to persons and corporations beyond the limits thereof; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa. The term "gas" as used in this franchise shall be construed to mean natural gas only.

Section 2. The mains and pipes of the Company must be so placed as not to interfere unnecessarily with water pipes, drains, sewers and fire plugs which have been or may hereafter be placed in any street, alley and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City, and the Company, its successors and assigns shall hold the City free and harmless from all damages arising from the

negligent acts or omissions of the Company in the laying down, operation and maintenance of said natural gas distribution system.

Section 3. In making any excavations in any street, alley, avenue or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, in accordance with industry practices and standards and state and federal regulations, and shall not unnecessarily obstruct the use of the streets, shall back fill all openings in such manner as to prevent settling or depressions in surface, and shall replace the surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical and if defects are caused shall repair the same.

The Company and City agree to meet on annual basis to discuss upcoming projects by either the Company or City which will necessitate the need for cooperation among the parties. Furthermore, absent emergency, the Company shall use reasonable efforts to advise the City and affected customers, in advance, prior to the commencement of major system upgrades or improvements which will have a material impact upon the use of streets, alleys, and public places within the City.

Section 4. The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement as defined in Section 26.2(3) of the Code of Iowa, as amended from time to time thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request of a commercial or private developer, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its

authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request.

The City shall give the Company reasonable advance written notice to vacate a public right-of-way. Prior to vacating a public right-of-way, the Company shall be provided an opportunity to secure an easement to allow it to operate and maintain its existing facilities.

Section 5. Said Company, its successors and assigns, shall throughout the term of the franchise distribute to all consumers gas of good quality and shall furnish uninterrupted service, except as interruptible service may be specifically contracted for with consumers; provided, however, that any prevention of service caused by fire, act of God or unavoidable event or accident shall not be a breach of this condition if the Company resumes service as quickly as is reasonably practical after the happening of the act causing the interruption.

Section 6. The franchise granted by this Ordinance shall not be exclusive.

Section 7. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the said Company, as herein provided. The City may cancel this franchise on the eighth (8th), fifteenth (15th) or twentieth (20th) anniversary of the Anniversary Date of this franchise by notifying Company in writing of its desire to do so, said notification to be given within thirty (30) days of the eighth (8th), fifteenth (15th) or twentieth (20th) anniversary respectively of this franchise. If Company is not notified of the cancellation by the eighth (8th), fifteenth (15th) or twentieth (20th) anniversary then this franchise shall continue without cancellation until the twenty-fifth (25th) year. The Anniversary Date shall be the date this franchise is filed with the City Clerk or otherwise effective by operation of law.

Section 8. The expense of the publication of this Ordinance shall be paid by the Company.

Section 9. The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The

acceptance shall be filed with the City Clerk within ninety (90) days from passage of this ordinance.

Section 10. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 11. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Upon acceptance by the Company, this Ordinance shall supersede, abrogate and repeal the prior gas system ordinance between the Company and the City as of the date this Ordinance is accepted by the Company. Notwithstanding the foregoing, in no event shall the City enact any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or which delay utility operations.

ORDINANCE NO. 696

AN ORDINANCE ESTABLISHING THE WEST BRANCH SCHEDULE OF FEES IN TITLE, "GENERAL CODE PROVISIONS," CHAPTER 7 "FISCAL MANAGEMENT."

WHEREAS, the West Branch City Council would like to establish a schedule of fees as a permanent document of the City, and;

WHEREAS, this schedule of fees may need to be updated from time to time, and;

WHEREAS, the City Council wants to make it known to residents and interested persons that this schedule of fees is established by the authority of the Code of Ordinances of the City of West Branch,

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 establishing Section 7.09:

**7.09 SCHEDULE OF FEES.** The Finance Officer shall maintain and file the West Branch Schedule of Fees, which shall contain a list of fees approved by resolution of the City Council for various services provided by the City.

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.

\*\*\*\*\*

Passed and approved this 7th day of May, 2012.

First Reading: March 7, 2012  
Second Reading:  
Third Reading:

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

ATTEST:

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

RESOLUTION NO. 988

RESOLUTION APPROVING A 28E AGREEMENT WITH THE WEST BRANCH COMMUNITY SCHOOL DISTRICT TO MAKE ROAD AND SIDEWALK IMPROVEMENTS TO THE CONNECTION OF ORANGE STREET TO THE MIDDLE SCHOOL NEAR THE WEST BRANCH WATER TOWER.

WHEREAS, the City of West Branch is concerned about the safety of children walking to and from school; and

WHEREAS, the City finds it in the best interest of the residents of West Branch to add sidewalks around the Herbert Hoover Elementary and Middle School Complex; and

WHEREAS, the City Council has discussed at length the sidewalks that would provide the most benefit to children walking to school; and

WHEREAS, the City Council has directed Veenstra & Kimm, Inc. to provide an engineer's estimate for the cost of sidewalks on Poplar, Oliphant (from Orange to Crestview) and connecting Orange Street to the Middle School; and

WHEREAS, the choice of said sidewalks focuses funds on the construction of sidewalks closest to the school; and

WHEREAS, a reasonable estimate of the cost of said sidewalks is known by the Council and can be paid for without requiring the City to incur debt; and

WHEREAS, the City Council approved an engineering services agreement dated February 6, 2012 with Veenstra & Kimm, Inc. to provide engineering services in the amount of \$6,900.00; and

WHEREAS, the City met with the West Branch Community School District School Board on April 27, 2012 to discuss road and sidewalk improvements around the Herbert Hoover Elementary and Middle School Complex; and

WHEREAS, the City Council and School Board discussed road and sidewalk improvements to the connection of Orange Street to the Middle School near the West Branch water tower; and

WHEREAS, this project would take place on both City and School District property; and

WHEREAS, the City Council and School Board discussed sharing project costs; 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 28E Agreement is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 7<sup>th</sup> day of May, 2012.

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

ATTEST:

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

## 28E AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358 (hereafter referred to as the “City”); and the West Branch Community School District, 801 W. Main Street, West Branch, Iowa 52358 (hereafter referred to as “School”).

WHEREAS, the City has agreed to undertake certain sidewalk improvements and road improvements, some of which will be constructed on property owned by the School, that property being generally described as Lot 4 in Block 43 of Foster’s Addition, Lots 20 and 21 of Reeder’s Plat and Lots 1 and 2 of Oliphant’s Addition (collectively the “Property”)

WHEREAS, the City will construct street and sidewalk improvements along the east side of the City’s water tower located north of the Middle School, (the “Project”); and

WHEREAS, the City has agreed to be the lead agency to construct all of the Projects in strict compliance with Chapter 26 of the Code of Iowa; and

WHEREAS, the School has agreed to reimburse the City the cost of \$11,500 for that portion of the Project to be constructed on the Property; and

WHEREAS, it is now necessary for the City and School to enter into a 28E Agreement to outline the obligations and responsibilities of each party as it pertains to the construction of the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE.** The purpose of this 28E Agreement is to set forth the duties and obligations of the City and School in connection with the construction of the Projects.

2. **CONSIDERATION.** It is hereby expressly acknowledged by both the City and School that the construction of and payment for the Projects in accordance with the terms and conditions set forth in this Agreement constitutes mutual and sufficient consideration to enter into this Agreement.

3. **SEPARATION.** Further, it is hereby noted that no separate legal

entity shall be created by this Agreement and the West Branch City Council and Board of Directors of the West Branch Community School District.

**4. DUTIES AND RESPONSIBILITIES OF THE PARTIES.**

- A. City shall construct the projects using the public bidding procedures outlined in Chapter 26 of the Code of Iowa. City shall pay all pay applications and/or change orders during the construction of the Project.
- B. After completion of the Projects and acceptance of the Projects by the City, the School shall pay to the City, the sum of \$11,500, which is the cost of the Project constructed on property owned by School. Said payment shall be within thirty (30) days of the submission of an invoice to the School.
- C. As between the parties, it is the sole responsibility of the City to design and construct the Projects in accordance with the plans and specifications accepted and approved by the West Branch City Council and the School, to the extent a portion of the Project is constructed on Property.
- D. Temporary Construction Easement. As part of this Agreement, the School grants to the City, a temporary construction easement to construct the Project on the School Property. Said temporary construction easement will contain the following terms:
  - 1. The City shall indemnify and hold the School harmless from any and all damages and claims made against the City which is caused by the negligent act of the City or its contractor(s) while constructing the Project unless said damages or claims are caused by the negligence of the School, its employees or agents.
  - 2. That the City will place in its specifications for the Project the requirement that its Contractor(s) name the School as an additional insured for its construction on School property.
  - 3. That City or its Contractor(s) shall repair the areas on the Property used for construction to as near as possible to the position it was prior to the construction of its Project.

4. That the City shall give the School twenty-four hours notice of its intention to enter School property to construct the Project.
5. School reserves the right to limit the times of construction on its property to ensure that School activities are not disturbed.
6. That this temporary construction easement will automatically end upon the completion and acceptance of the Projects as required by Chapters 26 and 573 of the Code of Iowa.

5. **FILING.** The City Clerk of West Branch shall file this Agreement with the Iowa Secretary of State's office as required by Section 28E.8 of the Code of Iowa.

Executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY:

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

ATTEST:

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

Executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

SCHOOL:

\_\_\_\_\_  
Mike Owen, Board President

ATTEST:

\_\_\_\_\_  
Angie Morrison, Board Secretary

**College Street Sidewalk (5' Wide)** (4th Street to existing bridge crossing)

Item	Length (ft)	Width (ft)	Quantity	Unit	Unit Price	Total Cost
6" PCC Sidewalk 5' Wide	290	5	1,450.00	SF	\$ 3.50	\$ 5,075.00
Grading	290	8	43.00	CY	\$ 6.00	\$ 258.00
Pavement Marking & Signs				1 LS	\$ 1,000.00	\$ 1,000.00
Topsoil & Seed				LS	\$ 2,000.00	\$ 2,000.00
Construction Staking				LF	\$ 500.00	\$ 500.00
Traffic Control				LS	\$ 500.00	\$ 500.00
Mobilization				LS	\$ 1,500.00	\$ 1,500.00
					Subtotal	\$ 10,833.00
**Note that existing ped bridge is not being addressed in this estimate.					10% Cont.	\$ 1,083.00
					Subtotal	\$ 11,916.00
** Price does not include preparation or purchase of easements					15% Eng	\$ 1,780.00
					<b>Total</b>	<b>\$ 13,696.00</b>

**Orange Street Sidewalk (4' Wide)** (Orange St. Sidewalk to end of City property)

Item	Length (ft)	Width (ft)	Quantity	Unit	Unit Price	Total Cost
4" PCC Sidewalk 4' Wide	163	4	652.00	SF	\$ 3.00	\$ 1,956.00
Grading	163	8	24.00	CY	\$ 6.00	\$ 144.00
Topsoil & Seed				LS	\$ 1,000.00	\$ 1,000.00
Construction Staking				LF	\$ 250.00	\$ 250.00
Traffic Control				LS	\$ 500.00	\$ 500.00
Mobilization				LS	\$ 750.00	\$ 750.00
					Subtotal	\$ 4,600.00
					10% Cont.	\$ 460.00
					Subtotal	\$ 5,060.00
					15% Eng	\$ 760.00
					<b>Total</b>	<b>\$ 5,820.00</b>

**Greenview Sidewalk (5' Wide)** (Greenview Circle to end of Greenview Drive)

Item	Length (ft)	Width (ft)	Quantity	Unit	Unit Price	Total Cost
6" PCC Sidewalk 5' Wide	450	5	2,250.00	SF	\$ 3.50	\$ 7,875.00
Grading	450	8	66.67	CY	\$ 6.00	\$ 400.00
Topsoil & Seed				LS	\$ 3,000.00	\$ 3,000.00
Construction Staking				LS	\$ 250.00	\$ 250.00
Mobilization				LS	\$ 1,750.00	\$ 1,750.00
					Subtotal	\$ 13,275.00
					10% Cont.	\$ 1,327.00
**Note that this section was previously planned as a 10' trail					Subtotal	\$ 14,602.00
					15% Eng	\$ 2,190.00
** Estimate does not include sidewalk to complete gap on Sullivan Street.					<b>Total</b>	<b>\$ 16,792.00</b>



1. Overlay project 280 <sup>th</sup> Street from N. Downey to the mobile home park entrance. This will be a cost share with Cedar County. Total cost would be just over \$30,000 with the county responsible for \$15,000.	\$16,000
2. North Downey overlay project. This would start where we left off last year just north of North Side Drive and continues south of West Orange Street.	\$46,000
3. Sidewalk repairs. <b>-in house</b>	\$10,000
4. Orange Street (Middle School) Sidewalk Project.	\$7,060
5. Overlay Project on Orange Street (Middle School)	\$19,740
6. Poplar Street Sidewalk Project.	\$25,825
7. Overlay Project on Poplar Street.	\$33,350
8. City Office parking lot.	\$10,000
9. Storm water projects. I would like to repair or replace a few intakes. <b>-in house</b>	\$3,000
10. Street patches in various places around town, mainly concrete streets. <b>-in house</b>	\$5,000
11. Painting parallel parking spaces on Main Street between Parkside Drive and the east drive to the fire station on the south side of the road. <b>-in house</b>	\$1,000
12. New park on N.2 <sup>nd</sup> St. Possible parking, sidewalk, grading, ditch filling, disposals, equipment rentals and other unforeseen costs that should be covered before beginning this project. This is #14 in the council goals set forth for this fiscal year. <b>-in house</b>	\$7,500
13. Crack sealing. This is important for the longevity of our streets.	\$10,000
14. Crosswalk at Poplar and Main Street.	\$5,171
<b>Total projected cost for all improvements.</b>	<b>\$199,646</b>

RESOLUTION NO. 989

RESOLUTION APPROVING A 28E AGREEMENT WITH THE WEST BRANCH COMMUNITY SCHOOL DISTRICT TO MAKE SIDEWALK IMPROVEMENTS TO POPLAR STREET.

WHEREAS, the City of West Branch is concerned about the safety of children walking to and from school; and

WHEREAS, the City finds it in the best interest of the residents of West Branch to add sidewalks around the Herbert Hoover Elementary and Middle School Complex; and

WHEREAS, the City Council has discussed at length the sidewalks that would provide the most benefit to children walking to school; and

WHEREAS, the City Council has directed Veenstra & Kimm, Inc. to provide an engineer's estimate for the cost of sidewalks on Poplar, Oliphant (from Orange to Crestview) and connecting Orange Street to the Middle School; and

WHEREAS, the choice of said sidewalks focuses funds on the construction of sidewalks closest to the school; and

WHEREAS, a reasonable estimate of the cost of said sidewalks is known by the Council and can be paid for without requiring the City to incur debt; and

WHEREAS, the City Council approved an engineering services agreement dated February 6, 2012 with Veenstra & Kimm, Inc. to provide engineering services in the amount of \$6,900.00; and

WHEREAS, the City met with the West Branch Community School District School Board on April 27, 2012 to discuss road and sidewalk improvements around the Herbert Hoover Elementary and Middle School Complex; and

WHEREAS, the City Council and School Board discussed sidewalk improvements to Poplar Street; and

WHEREAS, this project would take place on both City and School District property; and

WHEREAS, the City Council and School Board discussed sharing project costs; 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 28E Agreement is hereby approved. Further, the Mayor is directed to execute the agreement on behalf of the City.

Passed and approved this 7<sup>th</sup> day of May, 2012.

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

ATTEST:

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

## 28E AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa, 110 N. Poplar Street, West Branch, Iowa 52358 (hereafter referred to as the “City”); and the West Branch Community School District, 801 W. Main Street, West Branch, Iowa 52358 (hereafter referred to as “School”).

WHEREAS, the City has agreed to undertake certain sidewalk improvements and road improvements, some of which will be constructed on property owned by the School, that property being generally described as Tax Parcel #0500-13-06-478-009-0 according to the Cedar County Assessor’s Office (the “Property”)

WHEREAS, the City will construct sidewalk improvements along Poplar Street on the Property, (the “Project”); and

WHEREAS, the City has agreed to be the lead agency to construct all of the Projects in strict compliance with Chapter 26 of the Code of Iowa; and

WHEREAS, the School has agreed to reimburse the City the cost of \$10,000 for that portion of the Project to be constructed on the Property; and

WHEREAS, it is now necessary for the City and School to enter into a 28E Agreement to outline the obligations and responsibilities of each party as it pertains to the construction of the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE.** The purpose of this 28E Agreement is to set forth the duties and obligations of the City and School in connection with the construction of the Projects.

2. **CONSIDERATION.** It is hereby expressly acknowledged by both the City and School that the construction of and payment for the Projects in accordance with the terms and conditions set forth in this Agreement constitutes mutual and sufficient consideration to enter into this Agreement.

3. **SEPARATION.** Further, it is hereby noted that no separate legal entity shall be created by this Agreement and the West Branch City Council and Board of Directors of the West Branch Community School District.

**4. DUTIES AND RESPONSIBILITIES OF THE PARTIES.**

- A. City shall construct the projects using the public bidding procedures outlined in Chapter 26 of the Code of Iowa. City shall pay all pay applications and/or change orders during the construction of the Project.
- B. After completion of the Projects and acceptance of the Projects by the City, the School shall pay to the City, the sum of \$10,000, which is the cost of the Project constructed on property owned by School. Said payment shall be within thirty (30) days of the submission of an invoice to the School.
- C. As between the parties, it is the sole responsibility of the City to design and construct the Projects in accordance with the plans and specifications accepted and approved by the West Branch City Council and the School, to the extent a portion of the Project is constructed on Property.
- D. Temporary Construction Easement. As part of this Agreement, the School grants to the City, a temporary construction easement to construct the Project on the School Property. Said temporary construction easement will contain the following terms:
  - 1. The City shall indemnify and hold the School harmless from any and all damages and claims made against the City which is caused by the negligent act of the City or its contractor(s) while constructing the Project unless said damages or claims are caused by the negligence of the School, its employees or agents.
  - 2. That the City will place in its specifications for the Project the requirement that its Contractor(s) name the School as an additional insured for its construction on School property.
  - 3. That City or its Contractor(s) shall repair the areas on the Property used for construction to as near as possible to the position it was prior to the construction of its Project.
  - 4. That the City shall give the School twenty-four hours notice of its intention to enter School property to construct the Project.

5. School reserves the right to limit the times of construction on its property to ensure that School activities are not disturbed.
6. That this temporary construction easement will automatically end upon the completion and acceptance of the Projects as required by Chapters 26 and 573 of the Code of Iowa.

5. **FILING.** The City Clerk of West Branch shall file this Agreement with the Iowa Secretary of State's office as required by Section 28E.8 of the Code of Iowa.

Executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY:

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

ATTEST:

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

Executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

SCHOOL:

\_\_\_\_\_  
Mike Owen, Board President

ATTEST:

\_\_\_\_\_  
Angie Morrison, Board Secretary

**Poplar Street Sidewalk (5' Wide)**

(Main Street to Lion's Field)

Item	Length (ft)	Width (ft)	Quantity	Unit	Unit Price	Total Cost
4" PCC Sidewalk 5' Wide	683	5	3,415.00	SF	\$ 3.00	\$ 10,245.00
6" PCC Driveway			140.00	SY	\$ 35.00	\$ 4,900.00
Grading	500	8	222.00	CY	\$ 6.00	\$ 1,332.00
Pavement Marking & Sign				LS	\$ 1,000.00	\$ 1,000.00
Topsoil & Seed				LS	\$ 2,000.00	\$ 2,000.00
Construction Staking				LF	\$ 1,500.00	\$ 1,500.00
Traffic Control				LS	\$ 500.00	\$ 500.00
Mobilization				LS	\$ 2,000.00	\$ 2,000.00
					Subtotal	\$ 23,477.00
**If Bank Parking Lot and adjacent driveway do not meet cross slope requirements, additional work will need to be done on adjacent pavement to install sidewalk.					10% Cont.	\$ 2,348.00
					Subtotal	\$ 25,825.00
					15% Eng	\$ 3,875.00
					<b>Total</b>	<b>\$ 29,700.00</b>

**Oliphant Street Sidewalk (5' Wide)**

(Orange Street to Crestview Drive)

Item	Length (ft)	Width (ft)	Quantity	Unit	Unit Price	Total Cost
4" PCC Sidewalk 5' Wide	675	5	3,375.00	SF	\$ 3.00	\$ 10,125.00
6" PCC Driveway			125.00	SY	\$ 35.00	\$ 4,375.00
Pavement Marking & Sign				LS	\$ 1,000.00	\$ 1,000.00
Tree Removal				LS	\$ 2,000.00	\$ 2,000.00
Grading	675	8	200.00	CY	\$ 6.00	\$ 1,200.00
Topsoil & Seed				LS	\$ 3,000.00	\$ 3,000.00
Construction Staking				LF	\$ 2,000.00	\$ 2,000.00
Traffic Control				LS	\$ 750.00	\$ 750.00
Mobilization				LS	\$ 2,000.00	\$ 2,000.00
					Subtotal	\$ 26,450.00
** Price does not include preparation or purchase of easements					10% Cont.	\$ 2,645.00
					Subtotal	\$ 29,095.00
					15% Eng	\$ 4,365.00
					<b>Total</b>	<b>\$ 33,460.00</b>



DATE	REVISIONS	SCALE	AT POINT	VERIFY SCALE	 <b>VEENSTRA &amp; KIMM, INC.</b> 459 28th Avenue • 5th Fl. • Crystal Lake, IL 60155 315-442-1000 • 315-442-1005 FAX • 305-541-0211/17125	<b>POPLAR STREET SIDEWALK</b> DIVISION NO. 1 PROJECT #
				DATE ONE INCH ON 1" = 100' DRAWING DATE ONE INCH ON 1" = 100' DRAWING SCALE ACCORDINGLY		

PLOTTED:

FILE PATH:

## **UNPAID LEAVE OF ABSENCE**

It is the policy of West Branch to grant unpaid leaves of absence to its employees when the requests are compatible with a department's operational needs and scheduling requirements. Employees may request an unpaid leave of absence for public service leave, extenuating medical circumstances or unpaid bereavement leave.

An employee desiring an unpaid leave of absence shall make a written request to his/her Department Head, setting forth the reason(s) for the request and the duration of the requested leave.

A request for an unpaid leave of thirty days or less will be approved or disapproved promptly by the Department Head.

A request for an unpaid leave of more than thirty days will be forwarded with recommendation by the Department Head to the City Council or appropriate governing board. In no event shall unpaid leave, under the provision of this policy, be approved for more than six months by the City Council or appropriate governing board unless provided by law.

Upon return from an unpaid leave of absence, West Branch will attempt to place the employee in his/her former position at the salary and step occupied at the time such leave began; provided however, that the employee is able to perform the essential functions of his/her position. In the event the former position is not available or, the employee is not able to perform the essential functions of his/her position, West Branch will attempt to place the employee in another position consistent with qualifications, ability, and staffing requirements. At no time will employees utilizing this policy be guaranteed a position upon return from an unpaid leave of absence.

An employee who fails to return from an unpaid leave of absence on the date specified in the request shall be considered to have resigned his/her position, unless a written request for extension has been submitted by the employee, recommended by the Department Head, and approved by the City Council.

While on an unpaid leave of absence, an employee shall not accrue sick leave or vacation benefits. Nor shall time spent on an unpaid leave of absence be considered time worked for the purpose of receiving an in-grade wage increment. The employee must pay his/her own group health and life insurance premiums for that portion of an unpaid leave of absence in excess of thirty (30) days.

In considering an employee's request for an unpaid leave of absence, the Department Head shall require the employee to use available vacation and/or compensatory time accruals prior to being placed on leave without pay.

05/01/2012

Dear Council Members:

Per the unpaid leave of absence section in the Employee Handbook, I am submitting this formal request to get approval for my Maternity unpaid leave of absence. The City does not currently have a policy in place for Maternity leave. I will be requesting time off from June 4-September 3, 2012.

I will train the temporary Administrative Assistant to process utility payments through Cash Collections and daily information that they may need.

Please let me know if there are any additional steps I should complete to move forward with my leave request. Your assistance with this matter is greatly appreciated.

Sincerely,

Ashley Borland-Kaalberg

Administrative Assistant

# City of West Branch

~A Heritage for Success~

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## Proposed 2012 Summer City Council Meeting Schedule

City Council Meetings take place at 7:00 p.m. in the Council Chamber located at the City Office, 110 N. Poplar Street, West Branch, IA 52358.

### Date

Monday June 4, 2012

CANCELLED - Monday June 18, 2012

Monday June 25, 2012

CANCELLED - Monday July 2, 2012

Monday July 16, 2012

Monday August 6, 2012

Monday August 20, 2012

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110 N. Poplar St. · PO Box 218 · West Branch, Iowa 52358 · Ph. 319-643-5888

Matt@westbranchiowa.org · Fax 623-2305 · www.westbranchiowa.org