

# City of West Branch

~ A Heritage for Success ~

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**CITY COUNCIL MEETING AGENDA**  
**Monday, September 17, 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 September 4, 2012 City Council Meeting.
  - b. Approve claims.
  - c. Approve Class C liquor license with Sunday sales for Herb n' Lou's.
  - d. Approve street closure of Gilbert Street north of Sullivan Street on Saturday September 29, 2012 from 4:00 p.m. – 11:30 p.m. for a neighborhood block party.
5. Communications/Open Forum
6. Public Hearing/Non-Consent Agenda
  - a. West Branch High School Student Government Representative Sam Rozinek– Report on 2012 Homecoming Parade.
  - b. Approve street closures along parade route for the West Branch High School Homecoming Parade on Wednesday October 3, 2012 from 6:15 p.m. – 7:15 p.m.
  - c. Third reading of Ordinance 700, amending Chapter 68 “One-Way Traffic” by adding two one-way streets to section 68.01./Move to action.
  - d. Second reading of Ordinance 702, amending Chapter 69 “Parking Regulations” by adding a one-way street to section 69.09./Move to action.
  - e. First reading of Ordinance 703, amending Chapter 91 “Water Meters.”/Move to action.
  - f. First reading of Ordinance 704, amending Chapter 63 “Speed Regulations.”/Move to action.
  - g. Resolution 1032, approving wastewater pilot study proposal./Move to action.
  - h. Resolution 1033, approving the Street Finance Report for FY12./Move to action.
  - i. Resolution 1034, approving an engineering services agreement for the Lift Station and Force Main Improvements 2011 Project./Move to action.
7. City Staff Reports
  - a. City Administrator Matt Muckler – Cookson Property Sealed Bid Process
  - b. City Administrator Matt Muckler – City Council Goal Setting Process
  - c. Police Chief Mike Horihan – West Branch Mobile Home Village Notice of Applicability of Traffic Laws and Authority to Enforce
  - d. Lead Reserve Officer Todd Thurman – Prescription Drug Disposal Event
  - e. Public Works Director Matt Goodale – Middle School Access Road Improvements Project
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**

**September 4, 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, Public Works Director Matt Goodale and Police Chief Mike Horihan.

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

**APPROVE AGENDA/CONSENT AGENDA/MOVE TO ACTION**

- a) Approve minutes from the August 6, 2012 City Council Meeting.
- b) Approve claims.
- c) Approve street closure of Green Street between Downey Street and First Street on Wednesday September 5, 2012 from 4:00 p.m.-8:00 p.m. for the West Branch United Methodist Church Community Tailgater and Pep Rally.
- d) Approve street closure for the 200 Block of 5<sup>th</sup> Street on Saturday September 8, 2012 from 5:00 p.m.-8:00 p.m. for a block party.

Mayor Kessler noted the street closures for the United Methodist Church tailgate and the block party. Motion by Worrell, second by Ellyson to approve agenda/consent agenda. AYES: Worrell, Ellyson, Miller, Oaks. Absent: O'Neil. Motion carried.

Date 9/4/12	City of West Branch Claims Register Report	
Cedar Valley World Travel	P&R – IA Game Bus Trip	1,825.00
John Deere Financial	Sewer - Supplies	106.44
Kromminga Motors Inc.	Fire – 2012 Polaris Ranger 6x6	13,230.00
Mediacom	Admin - Service	40.90
Payroll Expense	Payroll 8-31-12	23,842.70
Russell, Melissa	P&R – Reimb. for daycamp	288.00
UPS	Sewer - Shipping	11.40
Yeggy, Jodi	P&R – Reimb. for run group supplies	22.50
	Grand Total	39,366.94
Fund Totals		
001 General Fund		29,716.88
031 Library		3,530.98
110 Road Use Tax		682.60
600 Water Fund		2,659.31
610 Sewer Fund		2777.17
Grand Total		39,366.94

**COMMUNICATIONS/OPEN FORUM – NONE.**

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

Mayor Don Kessler – Presentation of certificate of appreciation to Acciona Windpower CEO Joe Baker for support of family activities on the Village Green during Hoover's Hometown Days. Mayor Kessler thanked Joe Baker for Acciona's support of the community. Baker announced the production of ten three-megawatt machines that will be produced at the plant in the coming year. This is expected to increase labor hours by three times.

Second reading of Ordinance 700, amending Chapter 68 “One-Way Traffic” by adding two one-way streets to section 68.01./Move to action.

Motion by Ellyson, second by Worrell to approve the second reading of Ordinance 700. AYES: Ellyson, Worrell, Miller, Oaks. Absent: O’Neil. Motion carried

First reading of Ordinance 702, amending Chapter 69 “Parking Regulations” by adding a one-way street to section 69.09./Move to action.

Motion by Ellyson, second by Worrell to approve the first reading of Ordinance 702. AYES: Ellyson, Worrell, Miller, Oaks. Absent: O’Neil. Motion carried

First reading of Ordinance 703, amending Chapter 91 “Water Meters.”/Move to action.

Motion by Ellyson, second by Worrell to approve the first reading of Ordinance 703. AYES: Ellyson, Worrell, Oaks, Miller. Absent: O’Neil. Motion carried

Worrell requested that the Ordinance be reworded to clarify that the City is paying for the cost of adding this equipment to existing water customers.

Approve Change Order No. 1 in the amount of \$380.25 for the Main Street Overlay Project./Move to action.

Muckler stated that the contract price is based on the lump sum ad unit prices in the quote. 74 tons of HMA Pavement was estimated. The actual amount was 77.9 tons and the cost difference is \$380.25.

Motion by Miller, second by Worrell to approve Change Order No. 1 in the amount of \$380.25 for the Main Street Overlay Project. AYES: Miller, Worrell, Ellyson, Oaks. Absent: O’Neil. Motion carried

Approve Pay Estimate No. 1 in the amount of \$10,490.25 for the Main Street Overlay Project./Move to action.

Motion by Miller, second by Worrell to approve Pay Estimate No. 1 in the amount of \$10,490.25 for the Main Street Overlay Project. AYES: Miller, Worrell, Oaks, Ellyson. Absent: O’Neil. Motion carried

Resolution 1032, accepting the Main Street Overlay Project as completed./Move to action.

Public Works Director Matt Goodale and City Engineer both reported that the project was completed in a satisfactory manner.

Motion by Miller, second by Worrell to approve Resolution 1032. AYES: Miller, Worrell, Ellyson, Oaks. Absent: O’Neil. Motion carried

Mayor Don Kessler - Appointments/Reappointments/Move to action.

- i. Lou Picek – Historic Preservation Commission, December 31, 2012
- ii. Lane Shields – Historic Preservation Commission, December 31, 2013
- iii. Alan Bohanan – Historic Preservation Commission, December 31, 2012
- iv. John Fuller – Historic Preservation Commission, December 31, 2012
- v. Shane Staker – Park & Recreation Commission, December 31, 2014

Motion by Ellyson, second by Worrell to approve reappointments as recommended by the Mayor. AYES: Ellyson, Worrell, Oaks, Miller. Absent: O’Neil. Motion carried

Accept the resignation of Ashley Borland-Kaalberg./Move to action.

Motion by Miller, second by Ellyson to accept the resignation of Ashley Borland-Kaalberg. AYES: Ellyson, Miller, Worrell, Oaks. Absent: O’Neil. Motion carried

## **CITY STAFF REPORTS**

### City Administrator Matt Muckler – Administrative Assistant Recruitment

Muckler reported that the recruitment was underway and discussed the advertisement of the position and the recruitment schedule.

### Public Works Director Matt Goodale – Middle School Access Road Improvements Project Update

Goodale reported that the concrete and dirt work is completed. Asphalt work will take place either on September 6<sup>th</sup> or September 10<sup>th</sup>. Replacement of the water tower overflow pipe and sidewalk replacement in this area will be completed by Public Works Staff.

### Police Chief Mike Horihan – Iowa Law Enforcement Academy Sponsorship of Alex Koch

Horihan informed the Council of his intention to sponsor Alex Koch for the Iowa Law Enforcement Academy. Horihan reported that Koch has a two-year degree in criminal justice and performed very well in the recent recruitment for a full-time officer. Koch would pay all of his expenses. Worrell and Ellyson expressed their support. Koch thanked the Council for this opportunity.

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

### Worrell asked about the sealed bid process for the Cookson Property

Muckler reported that advertisements have been placed on the City Website, the West Branch Times Website and Craigslist. Several local contractors and developers have expressed interest. Submittals are not expected to be received until closer to the deadline.

### Ordinance 701, placing two stop signs on Oliphant Street at the intersection of Main Street for westbound and eastbound traffic.

Worrell stated that he was approached about this item and asked that it be discussed at the Council level. Oaks stated that the stop signs are not necessary, as the folding stop signs are functioning fine. Worrell said that he had opposed the stop signs in the past and is uncertain to its necessity at the current time, but would like to have further discussion. Ellyson stated that visibility is limited for drivers traveling eastbound through the intersection and that she was currently undecided. Miller expressed support for the stop signs. Chief Horihan and Superintendent Kevin Hatfield spoke in favor of the stop signs, as permanent signs would provide consistency to drivers and create a safer environment. Hatfield reported that parents have contacted him with concerns about pedestrian safety at this intersection. Horihan asked the Council to specify the time period for the folding stop signs if they choose to continue utilizing the folding stop signs. Sara Meierotto suggested that the signs be made permanent as some drivers in the area may not be familiar with the location of the elementary school. Angie Cochran suggested that the Council consider the use of flashing signs in this area. Worrell asked that staff conduct traffic counts in the intersection. Council members asked Muckler to work with City Engineer Dave Schechinger to bring back various options and preliminary cost estimates to address this issue to include school zone signage, lighted signs, flashing school zone lights, stoplights and a traffic study. Schechinger stated that traffic safety funds and Safe Route to School funding may be available to cover some of these costs. Oaks suggested that the Council might consider a city-wide traffic study.

### Stormwater Management for Pedersen Valley Part Four

Worrell briefed the Council about a recent stormwater meeting held by residents who live south of Sullivan, north of Orange and west of Greenview Drive. Residents Sara Meierotto, Brian Driscoll, Tom Nelson, Kirsten Nelson, Craig Cochran and Angie Cochran spoke to the need for a project to correct the flow of stormwater in their backyards and encouraged the city to consider stormwater management regulations for future development to include stormwater easements, minimum low opening requirements and increased building inspection enforcement. Worrell suggested that owners pay for a project to install a catch basin, an underground stormwater pipe and an overland swale and provide easement to the city to maintain the stormwater easement. Worrell also suggested that the city might consider financing the

project. Cochran suggested that an overland swale might be a more cost-effective solution. Cochran suggested that the homeowners meet together to discuss their next steps and report back to the City Council at a later date.

Repairs to Rip-Rap in Wapsi Creek just south of the Main St. Bridge

Worrell, Oaks, Miller and Goodale met last week to discuss these repairs. The group agreed that fill should be added behind the sheet piling. Tiling should be completed and the east side needs to be cleaned out. Goodale is planning to complete these repairs.

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

Oaks expressed opposition to entering executive session and questioned why this was brought before Council. Muckler reminded Oaks that the current number one goal that Council adopted for staff is to offer for sale the Cookson Property and plan for future community center site acquisition and/or purchase. Muckler stated that property and personnel issues were appropriate items to be discussed in executive session. Worrell stated that property matters should be discussed in executive session. Miller expressed that we owe it to the taxpayers to get the best value for property that is purchased by the city and that we are doing the taxpayers an injustice by not entering executive session on property matters.

Motion by Worrell, second by Ellyson to adjourn to executive session. AYES: Worrell, Ellyson, Miller. NAYS: Oaks. Absent: O'Neil. Motion failed

**ADJOURNMENT**

Motion to adjourn meeting by Worrell, second by Miller. City Council meeting adjourned at 9:40 p.m.

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Don Kessler, Mayor

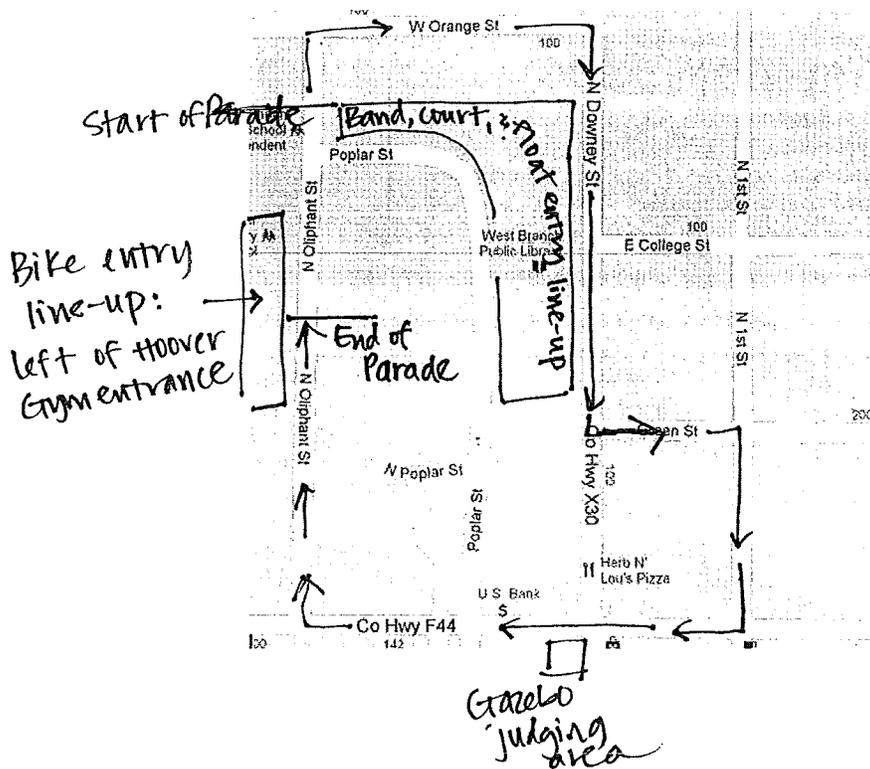
ATTEST: \_\_\_\_\_  
Matt Muckler, City Clerk

# 2011 Homecoming Parade Route and Line-Up instructions

Thank you for participating in the 2011 Homecoming Parade! Here is all of the final information for you for the big day!

1. Elementary students with entries in the bicycle decorating competition should meet with their bikes (with numbered tags hanging from the handlebars) on the grass to the left of the Hoover Gym entrance at 6:00 PM. Bikes will be judged from 6-6:30 PM. Three winning entries will receive a prize! The bikes will be escorted into their parade spot from their station in front of the elementary school once the parade begins.
2. All other parade entries will line-up in front of the bus barns on Poplar and will wrap around the field. The parade will be led by the American Legion Post, High School Band, Grand Marshals, Crown Bearers, and Court Members will line up directly in front of the bus barn buildings. All other floats and entries will line up on Poplar Street along the far side of the football field.
3. The parade route is as marked below. Floats will be evaluated by judges as they near the gazebo off of Main Street.
4. After the parade ends, all participants are invited to stay for the Coronation ceremony at the Little Rose Bowl (in case of rain: Hoover Gym). Winning float and bicycle decoration entries will be announced at the Coronation.
5. A note about candy: please consider having a person walk alongside of your float or entry and gently toss or hand out candy instead of throwing it from the moving vehicle. This may help avoid any "candy related injuries"!

Please let me know if you have any questions or concerns! -Mandy Hughes (Student Government Advisor, 319-643-7216, [ahughes@west-branch.k12.ia.us](mailto:ahughes@west-branch.k12.ia.us))



Thank you!



Mandy Hughes

Student Government

ORDINANCE NO. 700

AN ORDINANCE AMENDING CHAPTER 68 "ONE-WAY TRAFFIC" BY ADDING TWO ONE-WAY STREETS TO SECTION 68.01.

WHEREAS, the West Branch Community School District has requested that the Council consider designating the two entrances to West Branch Middle School as one-way traffic; and

WHEREAS, the West Branch City Council would like to provide for the safety of parents and students on their way to and from West Branch Middle School.

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 adding the following to Section 68.01:

5. The driveway area from West Orange Street near the water tower south into the West Branch Middle School parking lot.
6. The driveway area (North Maple Street) from the West Branch Middle School parking lot north to West Orange Street at its intersection with North Maple Street.

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 17th day of September, 2012.

First Reading: August 20, 2012  
Second Reading: September 4, 2012  
Third Reading: September 17, 2012

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

ATTEST:

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

## ORDINANCE NO. 702

AN ORDINANCE AMENDING CHAPTER 69 "PARKING REGULATIONS" BY ADDING A ONE-WAY STREET TO SECTION 69.09.

WHEREAS, the West Branch Community School District has requested that the Council consider designating the two entrances to West Branch Middle School as one-way traffic; and

WHEREAS, the West Branch City Council would like to provide for the safety of parents and students on their way to and from West Branch Middle School; and

WHEREAS, the West Branch City Council is currently considering an ordinance that would designate the two entrances to West Branch Middle School as one-way streets; and

WHEREAS, adequate space would be available for parallel parking on the one-way street into the Middle School near the water tower; and

WHEREAS, the West Branch City Council would like to have this parking reserved for events at the West Branch Middle School.

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 adding the following to Section 69.09:

6. The driveway area from West Orange Street near the water tower south into the West Branch Middle School parking lot.

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 17th day of September, 2012.

First Reading:       September 4, 2012  
Second Reading:     September 17, 2012  
Third Reading:

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

ATTEST:

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

**ORDINANCE NO. 703**

AN ORDINANCE AMENDING TITLE CHAPTER 91 "WATER METERS."

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 91 "WATER METERS" of the Code of West Branch, Iowa is hereby amended by deleting Section 91.06 in its entirety and inserting in lieu thereof:

**91.06 FEE FOR WATER METERS.**

**The full cost of the meter and automated meter reading equipment that is prescribed by the superintendent will be paid for by all new water customers. The automated meter reading equipment that will be added to existing customers will be paid for by the City. The superintendent will add automated meter reading equipment to existing customers at his or her discretion.**

2. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 91 "WATER METERS" of the Code of West Branch, Iowa is hereby amended by inserting the words "or automated meter reading equipment" after the word "meter" in the first sentence of Section 91.07.
3. This amendment to the ordinance shall be in full effect from and after its publication as by law provided.
4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
5. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any part, section, or provision thereof not adjudged invalid or unconstitutional.

Passed and approved this 17th day of September, 2012.

First Reading: September 17, 2012

Second Reading:

Third Reading:

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Don Kessler, Mayor

Attest:

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Matt Muckler, City Administrator/Clerk

**ORDINANCE NO. 704**

AN ORDINANCE AMENDING TITLE CHAPTER 63 "SPEED REGULATIONS."

1. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 63 "SPEED REGULATIONS" of the Code of West Branch, Iowa is hereby amended by deleting Section 63.04.1.B in its entirety.
2. BE IT ENACTED by the City Council of West Branch, Iowa, that Chapter 63 "SPEED REGULATIONS" of the Code of West Branch, Iowa is hereby amended by inserting a new subsection to Section 63.04:

**Special 15 MPH Speed Zones. A speed in excess of 15 miles per hour is unlawful on any of the following designated streets or parts thereof.**

**A. Mobile home communities.**

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

Passed and approved this 17th day of September, 2012.

First Reading: September 17, 2012

Second Reading:

Third Reading:

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Don Kessler, Mayor

Attest:

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Matt Muckler, City Administrator/Clerk

RESOLUTION NO. 1032

RESOLUTION APPROVING WASTEWATER PILOT STUDY PROPOSAL.

WHEREAS, Veenstra & Kimm, Inc. has identified an opportunity for the City of West Branch to participate in a wastewater pilot study; and

WHEREAS, the Lenox, Iowa Bio-Dome Pilot Study was a success; and

WHEREAS, it is now necessary for the City Council to accept the conditions of the pilot study proposal if the City of West Branch were to participate in a pilot study.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the West Branch, Iowa, that the City of West Branch Iowa will pay \$750 for the cost of transporting the Wastewater Compliance Systems pilot plant from Lenox, IA to West Branch and the monthly cost of sampling while the pilot plant is located in West Branch.

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Passed and approved this 17<sup>th</sup> day of September, 2012.

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Don Kessler, Mayor

ATTEST:

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

## IRWA News & Events

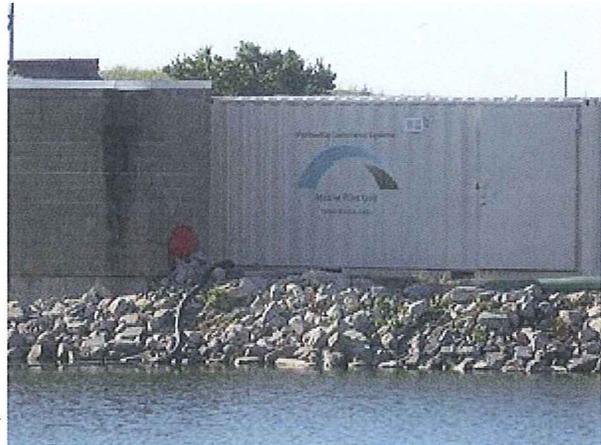
### Lenox Iowa Bio-Dome Pilot Study a Success

Published in the 2012 Spring issue of the *Water Street Journal*

John Veach was initially contacted by the previous independent representative of Wastewater Compliance Systems (WCS). They were looking to do a pilot study in Iowa with their Bio-Reactor Technology, to gather data to be used for Iowa DNR. Mr. Veach went through his list of communities he works with that fit the criteria of WCS and who also had the ability to work with the pilot and perform the laboratory testing. The City of Lenox fit all the criteria and John contacted their operator to see if they had interest in participating in this pilot study. The following is a report from Taylor Reynolds of WCS on this pilot study.

#### Introduction

The State of Iowa has approximately 700 wastewater systems utilizing lagoons as part of their wastewater treatment system. Most of the continuous discharge systems, are expecting, or have already received new permits from the Iowa Department of Natural Resources (IDNR) that contain new limits for ammonia levels in their effluent discharge. According to the IDNR, the majority of these systems in the state will now be required to meet an ammonia level of around 5 mg/L during the winter months; which are exactly when most wastewater lagoons aren't capable of nitrification to any significant degree. Historically, such stringent winter limits have forced communities to upgrade their continuous discharge lagoons with some form of treatments that can reliably provide nitrification to below 5 mg/L during the winter.



Wastewater Compliance Systems (WCS) and its independent representatives Jim McFarland and Eddie Stewart, of JCI Inc., have been working with the IDNR to prove that communities do not have to abandon their lagoons. Rather, by retrofitting the wastewater lagoons with fixed film bio-reactors, lagoons can, and have shown the ability to nitrify in water temperatures as low 0.4 oC (32.7 oF).

The City of Lenox Iowa, and Quent Dalton, their Wastewater Operator, agreed to work with WCS to provide an in-state pilot study of the efficacy of WCS's fixed-film bio-reactors, known as Bio-Domes. After coordinating with the IDNR, Lenox and Lenox's consulting engineers, Pat

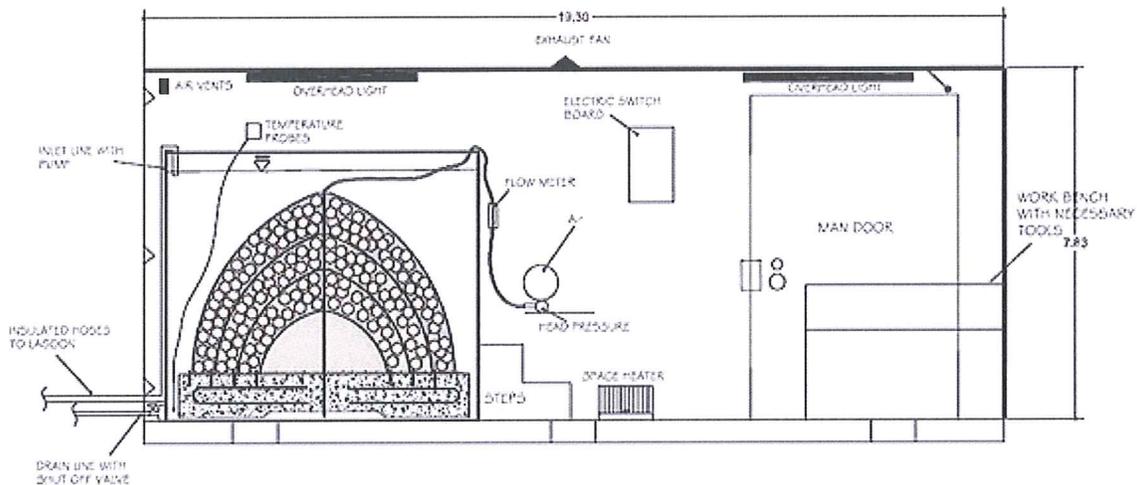
Hall and Ryan Brandt of Snyder & Associates Inc., WCS delivered the Mobile Pilot Unit in August 2011. The pilot study has run through the winter months, during which Quent has pulled samples of both the influent and effluent each week in order to measure the performance of the unit.

The following document provides a description of the equipment used, the operational procedures, and the results of the pilot study to date. Additionally, readers of this summary should be aware that there is a companion spreadsheet with the results of all samples taken that is available upon request.

## Setup and Operation

### Equipment

Wastewater Compliance Systems' (WCS) Mobile Pilot Units are designed to be a turn-key pilot demonstration of the Bio-Domes for small communities. The pilot unit, consisting of a 20 foot cargo container, comes equipped with 1 Bio-Dome in a 1500 gallon tank, an air compressor with air-flow meter to provide air to the bio-dome, a pump to provide fresh influent, a four channel temperature data logger and all of the paraphernalia required to connect the system and operate the Bio-Dome. The drawing below provides a general layout of the equipment in the pilot unit. The only requirement for Lenox was a 120 VAC source of power on a 30 amp breaker.



### Installation

The WCS Mobile Pilot unit was delivered to Lenox IA August, 2011. Shortly after delivery, a WCS representative was sent out to aid in placement, installation, startup and training. Over the following 24 hours the pilot unit was placed on the southern edge of Lenox' third cell and brought online. A pump was suspended in the lagoon roughly 20 feet from the shore of the lagoon using an old surface aerator pontoon to anchor it in position. The influent and effluent lines were wrapped in heat tape, insulated and covered with a protective shell in order to prevent

freezing of the 1” lines during the winter months. The air compressor was set to provide 20 liters/minute which is roughly 2/3 CFM. With the pump providing fresh influent and the air supply in operation the pilot unit was fully operational.

## **Operation**

After delivery and installation, the operation of the pilot unit was managed 100 percent by Quent Dalton. A minimum of three trips per week were made to the pilot unit to ensure everything was operating as it should and samples were collected from the influent and bulk solution (effluent) every Thursday for analysis. The pilot unit was allowed to run for a few weeks before sampling began on September 1, 2011. Thereafter sampling has occurred every week, and will continue until the water temperatures rise and no more ammonia is entering the pilot unit. The samples are analyzed for BOD, TSS, Ammonia, Nitrates + Nitrites, pH and once a month alkalinity. Additionally, tank water temperature, pH and later DO are measured during each visit. The pilot unit was set up to operate on a “punctuated flow” basis. WCS uses punctuated flow to allow for greater process control in providing product demonstrations. Punctuated flow is achieved by setting the influent pump on a timer so that it turns on every three hours for a pre-determined amount of time. By initially measuring the flow rate of the influent (which varies from location to location) WCS can then adjust the pump-on time to create different Hydraulic Retention Times (HRT). Lenox initially began operation with a seven day HRT and over the course of the winter has reduced the HRT four different times until the most recent samples have been taken with a one day HRT.

## **Significant Events**

The following list is intended to identify changes in operating conditions, and explanations for any oddities in the data.

- September 13, 23, and October 6, 21, & 31 – Ammonium Bicarbonate added to the pilot unit in order to provide food for the biology. The influent from the lagoons during this time didn’t contain any ammonia for the biology to use.
- December 15 – HRT in the pilot unit reduced to 3.5 days.
- December 31 – HRT reduced to 1.75 days.
- February 6 – Ice flow in the lagoon tore the pump pontoons free from their anchors causing the system to lose influent over the weekend, and the breaker to trip for no air to the system.
- February 20 – HRT reduced to one day.
- February 27 – Operator identified problems with the pump timer, and had to replace the timer. Sample taken on the 23, unreliable as the HRT might not have been one day.

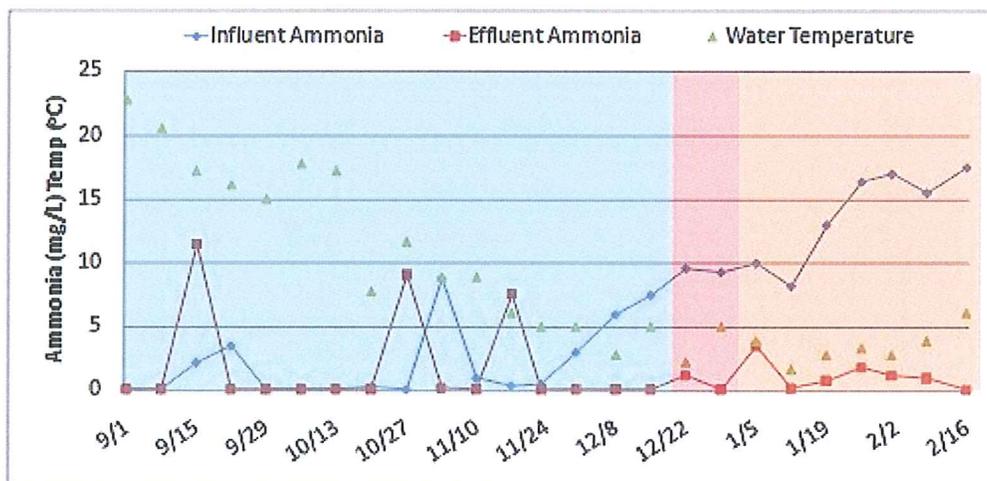
## Results

The following chart illustrates the results of the influent and effluent ammonia samples taken from September 1, 2011 through February 16, 2012. Additional data on the BOD and TSS results is available upon request.

### Ammonia

The blue shading denotes the samples taken with a seven day HRT, the red for samples taken with a 3.5 day HRT, and the green samples taken with a 1.75 day HRT. The results from our pilot study are a perfect example of the cold weather nitrification difficulties most lagoons have. From September through the middle of November, the water temperatures (shown with green triangles) are above 40 oF (~5 oC). During this time the lagoon is able to nitrify the ammonia for the most part and no ammonia is entering the pilot unit. To keep the biology alive and fed, Quent Dalton was adding a little over 1 lb of Ammonium Bicarbonate to the pilot unit every week, which is shown by the effluent ammonia spikes during this time. Notice though that as soon as the water temperatures drop below 5 oC, the ammonia in the influent starts to rise. This is a result of the biology in the lagoon, shutting down due to the cold temperatures. Regardless of the water temperature however, the Ammonia levels in the effluent stay consistently below 2 mg/L. As the retention time is cut in half on December 15, and again on December 30, there are temporary spikes in the ammonia effluent levels as the biology growth increases to meet the heavier loading demands and the more abundant food source.

On February 20, 2012, the HRT was reduced to one day. To see how the Bio-Dome responds to the increased loading, please contact either WCS or JCI for the latest data.



## Conclusion

The pilot study has shown that the Bio-Domes are more than capable of nitrifying ammonia even in water temperatures as low as 35oF (1.7 oC) to levels below 1 mg/L (sample taken on January 12, 2012). In addition to ammonia removal, the Bio-Domes can also act as a final polishing step for BOD and TSS before the wastewater is discharged from the lagoon.

Not only are the Bio-Domes capable of providing the much needed additional treatment they are capable of doing so without any major infrastructure changes to the lagoons, at a fraction of the cost of conventional mechanical systems, and with minimal ongoing O&M expenses. The Bio-Domes are simple to install and maintain, reliable in their performance, and most importantly effective at removing ammonia from wastewater at cold water temperatures for effective, year round nitrification.

### **Contacts:**

Quent Dalton

Lenox, IA

712.621.5335

[lenoxshop@lenoxia.com](mailto:lenoxshop@lenoxia.com)

Taylor Reynolds

Wastewater Compliance Systems, Inc.

801.999.8271

[taylor@wcs-utah.com](mailto:taylor@wcs-utah.com)

**LENOX WASTEWATER TREATMENT FACILITY - LENOX, IOWA.**

Sample Site	Parameter	Date Sampled:					
BIO Dome (Poo Goo) - Influent	Biochemical Oxygen Demand, mg/L						
	Suspended Solids, mg/L						
	Ammonia as N, mg/L						
	Nitrate+Nitrite as N, mg/L						
	Total Kjeldahl as N, mg/L						
	Organic Nitrogen as N, mg/L						
	Total Nitrogen as N, mg/L						
	pH (lab), su						
	Alkalinity						
	Temperature (at time of sample)						
BIO Dome (Poo Goo) - Effluent	Biochemical Oxygen Demand, mg/L						
	Suspended Solids, mg/L						
	Ammonia as N, mg/L						
	Nitrate+Nitrite as N, mg/L						
	Total Kjeldahl as N, mg/L						
	Organic Nitrogen as N, mg/L						
	Total Nitrogen as N, mg/L						
	pH (lab), su						
	Alkalinity						
	Temperature (at time of sample)						
LAGOON INFLUENT	Weekly Influent Flow (weekly avg)						
	Biochemical Oxygen Demand, mg/L						
	Suspended Solids, mg/L						
	Ammonia as N, mg/L						
	Biochemical Oxygen Demand, mg/L						
	Suspended Solids, mg/L						
	Ammonia as N, mg/L						
	Biochemical Oxygen Demand, mg/L						
	Suspended Solids, mg/L						
	Ammonia as N, mg/L						
LAGOON EFFLUENT	Biochemical Oxygen Demand, mg/L						
	Suspended Solids, mg/L						
	Ammonia as N, mg/L						
	Biochemical Oxygen Demand, mg/L						
	Suspended Solids, mg/L						
	Ammonia as N, mg/L						
	Biochemical Oxygen Demand, mg/L						
	Suspended Solids, mg/L						
	Ammonia as N, mg/L						
	Temperature (at time of sample)						
IMPORTANT EVENTS	Sample Weekly or More						
	Sample Monthly						
	Sample every three months						

**RESOLUTION 1033**

BE IT RESOLVED by the City Council of the City of West Branch, Iowa, Cedar County, that the Street Finance Report for Fiscal Year 2012, prepared by City Administrator/Clerk Matt Muckler and Deputy City Clerk Dawn Brandt, be approved and forwarded to the Iowa Department of Transportation.

Mayor Don Kessler said Resolution was duly passed and approved on the 17th day of September, 2012.

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

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

# City Street Financial Report

City Name	City Number	City Population	Fiscal Year
WEST BRANCH	8252	2,322	2012

## Cover Sheet

Now therefore let it be resolved that the city council of WEST BRANCH, Iowa  
(city name)

on 09/17/2012 did hereby approve and adopt the annual  
(month/day/year)

City Street Financial Report from July 1, 2011 to June 30, 2012.  
(year)

### Contact Information

Name	E-mail Address	Street Address	City	ZIP Code
Matt Muckler	matt@westbranchiowa.org	110 N Poplar Street, PO Box 218	West Branch	52358-0000
Hours	Phone	Extension	Alternate Phone	
8 AM to 4 PM	(319) 643-5888		(319) 530-1320	

### Preparer Information

Name	E-mail Address	Phone	Extension
Dawn Brandt	dawn@westbranchiowa.org	(319) 643-5888	

### Mayor Information

Name	E-mail Address	Street Address	City	ZIP Code
Don Kessler	matt@westbranchiowa.org	110 N. Poplar Street	West Branch	52358-0000
Phone	Extension			
(319) 643-5888				

Resolution Number 1033

\_\_\_\_\_  
 Don Kessler  
 Signature Mayor

\_\_\_\_\_  
 Matt Muckler  
 Signature City Clerk

# City Street Financial Report

City Name	City Number	City Population	Fiscal Year
WEST BRANCH	8252	2,322	2012

## Summary Statement Sheet

Column 1 Road Use Tax Fund  
 Column 2 Other Street Monies  
 Column 3 Street Debt  
 Column 4 Totals

Round Figures to Nearest Dollar

A. BEGINNING BALANCE			
	Column 1	Column 2	Column 3
1. July 1 Balance	202,173	11,828	0
2. Adjustments (Note on Explanation Sheet)			
3. Adjusted Balance	202,173	11,828	0
B. REVENUES			
1. Road Use Tax	220,244		220,244
2. Transfer of Jurisdictions Fund			
3. Property Taxes		142,898	142,898
4. Special Assessments			
5. Miscellaneous			
6. Proceeds from Bonds, Notes, and Loans			0
7. Interest Earned		170	170
<b>8. Total Revenues (Lines B1 thru B7)</b>	<b>220,244</b>	<b>143,068</b>	<b>363,312</b>
<b>C. Total Funds Available (Line A3 + Line B8)</b>	<b>422,417</b>	<b>154,896</b>	<b>0</b>

Round Figures to Nearest Dollar

EXPENSES			
	Column 1 Road Use Tax Fund	Column 2 Other Street Monies	Column 3 Street Debt
<b>D. Maintenance</b>			
1. Roadway Maintenance	262,493	97,023	359,516
2. Snow and Ice Removal	13,790	43,047	56,837
<b>E. Construction, Reconstruction and Improvements</b>			
1. Engineering			
2. Right of Way Purchased			
3. Street/Bridge Construction			
4. Traffic Services			
<b>F. Administration</b>		8,879	8,879
<b>G. Equipment (Purchased or Leased)</b>	12,000	3,415	15,415
<b>H. Miscellaneous</b>			
<b>J. Street Debt</b>			
1. Bonds, Notes, and Loans - Principal Paid	74,485		74,485
2. Bonds, Notes and Loans - Interest Paid	5,735		5,735
<b>TOTALS</b>			
<b>K. Total Expenses (Lines D thru J)</b>	<b>368,503</b>	<b>152,364</b>	<b>520,867</b>
<b>L. Ending Balance (Line C-K)</b>	<b>53,914</b>	<b>2,532</b>	<b>0</b>
<b>M. Total Funds Accounted For (K + L = C)</b>	<b>422,417</b>	<b>154,896</b>	<b>577,313</b>

## City Street Financial Report

City Name	City Number	City Population	Fiscal Year
WEST BRANCH	8252	2,322	2012

### Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1 or after	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
<input type="checkbox"/>	Short Term Notes	Bridge or Building	601	02/14/2007	174,400	100%	2013	74,485	74,485	5,735	74,485	5,735	0
	New Bond Totals				0	0	Totals	74,485	74,485	5,735	74,485	5,735	0

## City Street Financial Report

City Name	City Number	City Population	Fiscal Year
WEST BRANCH	8252	2,322	2012

### Road/Street Equipment Inventory Sheet

Check here if there are no reportable equipment

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	6. Rental Cost	7. Used on Project this FY?	8. Used on Project Status
Truck	1991	International Series 4900 with plow	10,550			No	No Change
Truck	2002	Ford Ranger	5,200			No	No Change
Pickup #4	2003	Ford Ranger	9,300			No	No Change
Truck	2004	Ford F-350 1 Ton	29,500			No	No Change
Loader	1984	Caterpillar	60,000			No	No Change
St. Sweeper	1980	Elgin Pelican	70,000			No	No Change
Plow Truck	2000	Oshkosh P1823	146,000			No	No Change
Pickup #3	1997	Ford Ranger	24,000			No	No Change
Dump Trk	1997	Ford F70	24,000			No	No Change
Truck	2012	Dodge Ram 1500 ST	20,598			No	New

## City Street Financial Report

<b>City Name</b>	<b>City Number</b>	<b>Fiscal Year</b>
WEST BRANCH	\$252	2012
	<b>City Population</b>	
	2,322	

### Monthly Payment Sheet

Month	Road Use Tax Payments	Transfer of Jurisdictions Payments
JULY	\$18,044.09	
AUGUST	\$23,227.42	
SEPTEMBER	\$21,628.38	
OCTOBER	\$17,030.24	
NOVEMBER	\$19,055.00	
DECEMBER	\$17,043.66	
JANUARY	\$17,281.90	
FEBRUARY	\$20,520.38	
MARCH	\$20,882.63	
APRIL	\$18,022.62	
MAY	\$17,157.12	
JUNE	\$10,350.81	
<b>Totals</b>	<b>\$220,244.25</b>	

RESOLUTION 1034

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT FOR THE LIFT STATION AND FORCE MAIN IMPROVEMENTS 2011 PROJECT.

WHEREAS, the City Council of the City of West Branch unanimously approved an engineering services agreement with Veenstra & Kimm, Inc. for Lift Station and Force Main Improvements 2011 (the "Project") in an amount not to exceed \$97,700 on May 2, 2011; and

WHEREAS, Veenstra & Kimm, Inc. has completed many of the tasks associated with that agreement and the city administrator, city attorney and city engineer have been working with property owners to obtain necessary easements for the project and this easement process is now near completion; and

WHEREAS, the city engineer has advised the city administrator that the next step in the process is to complete geotechnical engineering services; and

WHEREAS, Terracon Consultants, Inc, of Iowa City, Iowa has submitted a quotation in the amount of \$4,250.00 to \$4,900.00; and

WHEREAS, Terracon Consultants, Inc, of Iowa City, Iowa has provided a budget estimate – fee schedule for the Project; and

WHEREAS, Terracon Consultants, Inc, of Iowa City, Iowa has provided a letter to the City of West Branch dated September 11, 2012, which contains project information, a scope of services and compensation related to the Project; and

WHEREAS, Terracon Consultants, Inc. has prepared an agreement to perform the aforementioned services which has been reviewed by the city attorney and now requires the 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 engineering services 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 17<sup>th</sup> day of September, 2012.

---

Don Kessler, Mayor

ATTEST:

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Matt Muckler, City Administrator/Clerk



September 11, 2012

City of West Branch  
110 North Poplar Street  
P.O. Box 218  
West Branch, Iowa 52358

Attn: Mr. Matt Muckler - City Administrator  
P: 319-643-5888  
F: 319-643-2305  
E: [Matt@westbranchiowa.org](mailto:Matt@westbranchiowa.org)

Re: Proposal for Geotechnical Engineering Services  
Proposed Lift Station  
SE of S. Maple Street and S. 4<sup>th</sup> Street  
West Branch, Iowa  
Terracon Proposal No. P06120450R2

Dear Mr. Muckler:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above referenced project. The purpose of this study will be to evaluate the pertinent geotechnical conditions at the site and to provide recommendations regarding the design and construction of foundations, as well as site preparation and earthwork for the proposed lift station. This proposal outlines our understanding of the project and scope of services, and provides the estimated fees for our services.

## 1.0 PROJECT INFORMATION

### 1.1 Site Location

Item	Description
Location	<ul style="list-style-type: none"> <li>■ SE of the intersection of South Maple Street and South 4<sup>th</sup> Street in West Branch, Iowa</li> <li>■ Approximately 41.666871° N, 91.339643° W</li> </ul>
Existing improvements	<ul style="list-style-type: none"> <li>■ Access drive</li> <li>■ Existing water well and valve pit</li> <li>■ Buried water, electrical, and sewer lines</li> </ul>



Item	Description
Current ground cover	<ul style="list-style-type: none"> <li>■ Aggregate surfacing</li> <li>■ Grass</li> <li>■ Small trees</li> </ul>
Existing topography (provided)	<ul style="list-style-type: none"> <li>■ Approximately 5 feet of elevation change across proposed project area</li> </ul>

## 1.2 Project Description

Item	Description
Structures (provided)	<ul style="list-style-type: none"> <li>■ Lift station                             <ul style="list-style-type: none"> <li>○ Bottom elevation about 30 feet below existing grade</li> <li>○ Approximately 12-foot diameter</li> </ul> </li> <li>■ Generator pad (not in requested scope of services)</li> <li>■ 8-foot by 8-foot equipment building (not in requested scope of services)</li> </ul>
Lift station construction (assumed)	<ul style="list-style-type: none"> <li>■ Reinforced concrete                             <ul style="list-style-type: none"> <li>○ Pre-cast or cast-in-place</li> </ul> </li> <li>■ Cast-in-place mat foundation</li> </ul>
Maximum loads (assumed)	<ul style="list-style-type: none"> <li>■ Walls: 5 klf</li> </ul>
Maximum allowable settlement (assumed)	<ul style="list-style-type: none"> <li>■ Total: 1-inch</li> <li>■ Differential: 2/3 total settlement</li> </ul>
Grading (provided)	<ul style="list-style-type: none"> <li>■ Fills up to about 6 feet above existing grades                             <ul style="list-style-type: none"> <li>○ About 6 feet of fill in lift station area</li> </ul> </li> </ul>
Cut and fill slopes (provided)	<ul style="list-style-type: none"> <li>■ No steeper than 3H:1V (Horizontal to Vertical)</li> </ul>
Free-standing retaining walls (provided)	<ul style="list-style-type: none"> <li>■ None</li> </ul>
Below grade areas (provided)	<ul style="list-style-type: none"> <li>■ Lift station</li> <li>■ Valve pits</li> <li>■ Manholes</li> </ul>
Pavements (provided)	<ul style="list-style-type: none"> <li>■ New access drive with aggregate surfacing</li> </ul>

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

If available, a detailed project description and structural loads should be provided to Terracon.

## 2.0 SCOPE OF SERVICES

The services to be provided by Terracon are summarized in the following paragraphs.

### 2.1 Field Program

Based on the proposed project and our familiarity with soil conditions in the vicinity, we propose to perform the following:

- One (1) soil boring will be drilled within the proposed lift station area to a depth of about 40 to 50 feet below existing grade, or to practical auger refusal on bedrock.
  - Coring of the bedrock, if encountered, is not planned.

Sampling will be performed using thin-wall tube and split-barrel sampling procedures. Four (4) samples will be obtained in the upper ten feet of the boring and at intervals of five feet thereafter. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers and transported to our laboratory. Subsurface conditions may be encountered which merit revisions of the field boring and/or sampling program described above.

In addition, we will observe and record groundwater levels during drilling and sampling.

- A temporary piezometer will be installed in the borehole to about 40 feet below existing grade to allow for longer-term water level readings.
  - Two (2) trips to observe water levels in the piezometer are planned.

Conditions/Items to be provided by Client: Items to be provided by the Client include the right of entry to conduct the exploration and an awareness and/or location of any public or private subsurface utilities existing in the area. If there are any other restrictions or special requirements regarding this site or exploration, these should be provided to us prior to commencing our field work. Terracon will contact the Iowa "One Call" service to request location of public utilities. It should be noted that Iowa "One Call" member companies require a minimum of 48 hours to locate utilities. Locating private utilities is the responsibility of the Owner. Terracon will not be responsible for any damage to utilities not marked or improperly located.

Terracon will take reasonable efforts to reduce damage to the property. However, it should also be understood that in the normal course of our work, disturbance such as rutting of the ground surface could occur. We have not budgeted to restore the site beyond backfilling our borehole. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

We understand that the boring will be staked by the project civil engineer, Veenstra & Kimm, Inc. (V&K), and that we will be provided coordinates and the surface elevation at the boring location. If an offset from the staked location are required due to access restrictions or utilities, the offset will be noted on the boring log. Alternatively, we are available to lay out the boring with a handheld GPS unit based on coordinates supplied by V&K.

Our fee is based on the site being accessible to our truck-mounted drilling equipment; additional costs may result if this is not the case. It does not include services associated with wet ground conditions, or damage of existing landscape. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services, if necessary.

We recommend that the piezometer be left in place and be abandoned by the contractor performing the excavation for the lift station. However, we are available to abandon the piezometer in accordance with our normal fee schedule.

We assume that the field exploration can be performed without the need for personal protective equipment beyond Level D (e.g., hard hat, steel-toe boots). If evidence of contamination is encountered in the boring, the exploration will be terminated and our findings discussed with you. Should personal protective equipment or special borehole sealing procedures become necessary, this will be discussed with you prior to commencing further drilling.

## **2.2 Laboratory Testing**

In the laboratory, water content tests will be performed on the samples obtained from the boring. Dry density and unconfined compressive strength tests will also be performed on intact tube samples of cohesive soil. Hand penetrometer tests may also be performed on select native samples. One (1) consolidation test is planned to assist in evaluating the compressibility of the soils. Additional laboratory testing such as Atterberg (liquid and plastic) limits, organic content by loss on ignition, and grain size analyses may also be performed on selected samples to better evaluate the site conditions and develop engineering recommendations for the project. Native soil samples will be visually classified in accordance with the Unified Soil Classification System (USCS). Rock classification, if bedrock samples are obtained, will be conducted using locally accepted practices for engineering purposes.

## **2.3 Engineering Analysis and Report**

The results of our field and laboratory programs will be evaluated under the supervision of a professional geotechnical engineer licensed in the State of Iowa. Based on the results of our evaluation, a geotechnical engineering report will be prepared that details the results of the testing performed, provides a log of the boring, and plans of the site location and boring layout. The report will include the following:

- Computer generated boring log with soil/rock stratification based on visual classification;
- Summarized laboratory data;
- Groundwater levels observed during drilling and sampling, and after delayed water level observations;
- Boring location plan;
- Subsurface exploration procedures;
- Encountered soil/rock conditions;
- Excavation and dewatering considerations;
- Design values for allowable bearing capacity for shallow foundations;;
- Estimated total and differential settlement of foundations;
- Lateral earth pressure coefficients and drainage recommendations for below grade structures;
- Seismic Site Classification per IBC 2009, based on limited data obtained;
- Frost considerations;
- Subgrade preparation/earthwork recommendations.

## **2.4 Schedule**

We can generally begin the field exploration program within about one week after receipt of the executed Engineering Services Agreement, if site and weather conditions permit. We estimate the geotechnical report can be completed within about one week after the field and laboratory testing are completed. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

## **3.0 COMPENSATION**

For the scope of geotechnical services outlined in this proposal that includes drilling, laboratory testing, and an engineering report, our estimated fees range from \$4,250 to \$4,950. We will not exceed the maximum estimated fee without prior approval in writing. Unless instructed otherwise, the invoice will be sent to your attention at the above address.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplement to Agreement for Services form.

## 4.0 AUTHORIZATION

This proposal may be accepted by executing the attached Engineering Services Agreement and returning one copy along with this proposal to Terracon. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,  
**Terracon Consultants, Inc.**



Thomas W. Sherman, P.E.  
Geotechnical Department Manager



Gregory J. Klein, P.E.  
Office Manager

TWS/GJK: N:\Proposal Documents\2012\P06120450\P06120450R.0910.West Branch.docx

Copies: PDF – Client  
PDF – Mr. Dave Schechinger, P.E. - Veenstra & Kimm, Inc. - [dschechinger@v-k.net](mailto:dschechinger@v-k.net)

Attachments: Exhibit A – Fee Schedule  
Engineering Services Agreement

**EXHIBIT A**  
**BUDGET ESTIMATE - FEE SCHEDULE**  
**SUBSURFACE EXPLORATION & GEOTECHNICAL ENGINEERING REPORT**  
**PROPOSED LIFT STATION**  
**West Branch, Iowa**  
**Terracon Proposal No. P06120450R**

9/11/2012

DESCRIPTION	QUANTITY	UNIT	UNIT PRICES	TOTAL COST
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**FIELD SERVICES**

Anticipate one (1) boring to 40 to 50 feet or refusal on bedrock.

Drill Rig Mobilization	1 - 1	each	\$250.00	\$ 250.00 - 250.00
Truck-Mounted Drill Rig	1 - 1	day	\$400.00	\$ 400.00 - 400.00
ATV-Mounted Drill Rig	-	day	\$500.00	\$ - - -
Support Truck	1 - 1	day	\$75.00	\$ 75.00 - 75.00
Auger Drilling & Sampling (0-20ft.)	20 - 20	foot	\$12.50	\$ 250.00 - 250.00
Auger Drilling & Sampling (20-40ft.)	20 - 20	foot	\$13.50	\$ 270.00 - 270.00
Auger Drilling & Sampling (40-80ft.)	0 - 10	foot	\$15.50	\$ - - 155.00
Mud-Rotary/Hollow-stem Drilling	40 - 50	foot	\$3.00	\$ 120.00 - 150.00
Hard Bedrock Drilling	5 - 0	foot	\$26.00	\$ 130.00 - -
Temporary Piezometer (40-foot depth)	1 - 1	each	\$200.00	\$ 200.00 - 200.00
Delayed Groundwater	5 - 6	hour	\$50.00	\$ 250.00 - 300.00
Vehicle - Delayed Groundwater	2 - 2	trip	\$25.00	\$ 50.00 - 50.00
Location-Elevations of Borings*	-	hour	\$135.00	\$ - - -
Drilling Supervisor/Utility Locates	2 - 3	hour	\$85.00	\$ 170.00 - 255.00
			Total	\$ 2,165.00 - 2,355.00
<b>ESTIMATED FIELD SERVICES</b>				<b>\$ 2,150.00 to \$ 2,350.00</b>

\*Boring layout & elevation by V&K

**LABORATORY SERVICES**

Anticipate obtaining about 10 to 12 samples.

Stratification of Boring Log/Lab Data	2 - 3	hour	\$65.00	\$ 130.00 - 195.00
USCS Classification (visual)	10 - 12	each	\$5.00	\$ 50.00 - 60.00
Moisture Content	10 - 12	each	\$5.00	\$ 50.00 - 60.00
Dry Density	6 - 8	each	\$7.50	\$ 45.00 - 60.00
Unconfined Compressive Strength	4 - 6	each	\$17.00	\$ 68.00 - 102.00
Hand Penetrometer Test	4 - 8	each	\$3.00	\$ 12.00 - 24.00
Atterberg (Liquid and Plastic) Limits	1 - 2	each	\$70.00	\$ 70.00 - 140.00
Organic Content (Loss on Ignition)	0 - 1	each	\$50.00	\$ - - 50.00
Washed Sieve Analysis	0 - 1	each	\$85.00	\$ - - 85.00
Combined Sieve and Hydrometer	1 - 0	each	\$120.00	\$ 120.00 - -
Consolidation Test	1 - 1	each	\$450.00	\$ 450.00 - 450.00
			Total	\$ 995.00 - 1,226.00
<b>ESTIMATED LABORATORY SERVICES</b>				<b>\$ 1,000.00 to \$ 1,250.00</b>

**ENGINEERING SERVICES**

Project Direction, Sample Review, Coordination, Data Reduction, and Report Preparation

Senior Principal Engineer, P.E.	1.5 - 2	hour	\$160.00	\$ 240.00 - \$ 320.00
Office Manager/Principal Engineer, P.E.		hour	\$125.00	\$ - - \$ -
Sr. Project Engineer, P.E./Manager	8 - 9	hour	\$105.00	\$ 840.00 - \$ 945.00
Project Engineer/Manager	-	hour	\$89.00	\$ - - \$ -
Draftsman	0.5 - 1	hour	\$60.00	\$ 30.00 - \$ 60.00
Secretarial Services	1 - 3	hour	No Charge	\$ - - \$ -
			Total	\$ 1,110.00 - \$ 1,325.00
<b>ESTIMATED ENGINEERING SERVICES</b>				<b>\$ 1,100.00 to \$ 1,350.00</b>

<b>TOTAL ESTIMATED SERVICES</b>				<b>\$ 4,250.00 to \$ 4,950.00</b>
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## ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered as of this 11<sup>th</sup> day of September, 2012, by and between the City of West Branch, a Municipal Corporation, 110 North Poplar Street, P.O. Box 218, West Branch, IA 52358-7600, hereinafter referred to as the "CITY," and Terracon Consultants, Inc., a Delaware Corporation, 2640 12<sup>th</sup> Street SW, Cedar Rapids, IA, 52404-3440, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City Council of the City of West Branch has heretofore deemed it necessary and desirable to construct Lift Station, Southeast of South Maple Street and South 4<sup>th</sup> Street Street, West Branch, Iowa, hereinafter referred to as the "Project"; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services in connection with the Project; and

WHEREAS, CONSULTANT is qualified and capable of supplying said engineering services for a total fee not to exceed \$4,950;

WHEREAS, accordingly, the CITY has agreed to engage the CONSULTANT as an independent contractor to assist in the design and construction of the Project for a total consulting fee not to exceed \$4,950 under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

### I. SCOPE OF SERVICES.

The CONSULTANT shall perform in a timely and satisfactory manner engineering services required to design and construct the Project as same are set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

### II. TIME OF COMPLETION.

The CONSULTANT shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference. The CONSULTANT does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and thus, any failure by the CONSULTANT to timely render and perform services hereunder shall constitute a material breach of this agreement.

### III. GENERAL TERMS AND PROVISIONS.

A. The CONSULTANT shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the CONSULTANT in connection with the Project. Upon request, the CONSULTANT

shall provide the CITY with a copy of the relevant provisions of any agreement entered into by the CONSULTANT and a subcontractor in connection with the Project to confirm to the satisfaction of the CITY that the requirements under this Subparagraph III(A) have been met.

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

B. The CITY may terminate this Agreement, with or without cause, upon no less than seven-(7) calendar days' written notice. In the event that the CITY does so terminate this Agreement, the CONSULTANT shall be paid for all work and services performed up to the time of said termination upon submission to the CITY of a final billing statement and review and approval thereof by the West Branch City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the CITY terminates this Agreement with cause, the CITY may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

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

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

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

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

G. At the request of the CITY, the CONSULTANT shall attend meetings of the City Council that relate to the Project hereunder.

H. The CONSULTANT agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the CITY, the CONSULTANT shall provide the CITY with copies of all basic notes and sketches, charts, computations, maps, plans, drawings and any other data prepared or obtained by the CONSULTANT pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the Project. Furthermore, should the CONSULTANT prepare or receive any of the data set forth in the immediately preceding sentence in digitized format, the CONSULTANT shall furnish said data in disk form upon termination of this Agreement. It is understood, however, that the CONSULTANT shall not be liable for the CITY's use of such documents, materials or data on other projects.

J. Original drawings prepared by the CONSULTANT under this Agreement shall become the property of the CITY. The CONSULTANT shall be allowed to keep Mylar reproducible copies for the CONSULTANT's own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the CITY.

L. If the CONSULTANT is providing Construction Administration or Supervision services under this Agreement, the CONSULTANT shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the CONSULTANT and CITY in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the CONSULTANT shall endeavor to determine to the best of CONSULTANT's ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the CITY informed of the progress of the work on the Project and any concerns the CONSULTANT may have regarding same.

M. CONSULTANT 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 CONSULTANT shall name the CITY as an additional insured party on CONSULTANT's general liability insurance policy. The CONSULTANT shall give the CITY a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the CONSULTANT shall immediately notify the CITY of any revocation or cancellation of any of the above-referenced insurance policies. The CONSULTANT shall take all necessary steps to preserve the CITY's defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the CITY hereunder.

#### IV. COMPENSATION FOR SERVICES – EXHIBIT C.

The CITY shall compensate the CONSULTANT for engineering services rendered under this Agreement for a total fee not to exceed \$4,950. Said total fee shall be paid by the CITY to the CONSULTANT in accordance with the payment schedule set forth in Exhibit “C” attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the CONSULTANT does hereby acknowledge and confirm the CONSULTANT’s understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit “A” and the timely completion of the Project in its entirety constitute material terms of this Agreement without which the CITY would not have engaged the CONSULTANT. Accordingly, the CONSULTANT also acknowledges that:

- A. No payment shall be made to the CONSULTANT hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed to in writing by the CITY.
- B. Under no circumstances shall the CITY compensate the CONSULTANT for work that has not yet been completed. For purposes of this provision, work shall constitute the discrete phases of the Project as set forth in Exhibit “A” attached hereto. Accordingly, the CONSULTANT shall not be entitled to compensation hereunder for any phase of the work until the entire phase of work has been completed.
- C. In any event, no payment hereunder shall become due and payable until submission to the CITY by the CONSULTANT of a billing statement therefor and review and approval of the billing statement by the West Branch City Council at its next regularly scheduled meeting.

#### V. INDEMNIFICATION.

The CONSULTANT agrees to fully indemnify, defend, save and hold the CITY, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the CONSULTANT, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

#### VI. HAZARDOUS MATERIALS.

The CONSULTANT hereby warrants and represents that the CONSULTANT (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. The CONSULTANT, in addition to the general indemnification set forth in Provision V above, does hereby further 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.

#### VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, 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, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the CONSULTANT 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 Johnson County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

#### 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 or the application thereof to the CONSULTANT, 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 CONSULTANT, 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. FINAL AGREEMENT:

Both the CONSULTANT and the CITY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the CONSULTANT 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 CONSULTANT 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:

CONSULTANT:

CITY OF WEST BRANCH:

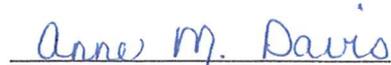
**Terracon Consultants, Inc.**  
a Delaware Corporation



Gregory J. Klein, P.E.  
Office Manager/Senior Associate  
An Authorized Representative

\_\_\_\_\_  
Matt Muckler, City Administrator

ATTEST:



Anne M. Davis, CSR  
An Authorized Representative

\_\_\_\_\_  
Dawn Brandt, Deputy City Clerk

STATE OF IOWA, COUNTY OF JOHNSON, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Matt Muckler and Dawn Brandt, to me personally known, who, being by me duly sworn, did say that they are the City Administrator and Deputy 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 Dawn Brandt 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.

\_\_\_\_\_  
A Notary Public in and for the  
State of Iowa  
My commission expires \_\_\_\_\_

STATE OF IOWA, COUNTY OF JOHNSON, ss:

On this 11<sup>th</sup> day of September 2012, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Mr. Gregory J. Klein, P.E., to me personally known, who, being by me duly sworn, did say that he is an Office Manager/Senior Associate, respectively, of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said)(the seal affixed thereto is the seal of said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Mr. Gregory J. Klein as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

**Anne M. Davis**  
**Notarial Seal, Iowa**  
**Commission Number 192647**  
My Commission Expires 9/24/12

Anne M. Davis  
A Notary Public in and for the  
State of Iowa  
My commission expires 9/24/12

**EXHIBIT "A"**

Scope of Services – Per Section 2.0 of Terracon Proposal No. P06120450R2, dated September 11, 2012.

**EXHIBIT “B”**

Time & Completion – Per Section 2.0 of Terracon Proposal No. P06120450R2, dated September 11, 2012.

**EXHIBIT “C”**

Compensation –Per Section 3.0 of Terracon Proposal No. P06120450R2, dated September 11, 2012.

## **EXHIBIT "D"**

"The Companies affording coverage and the Additional Insured, City of West Branch, Johnson County, Iowa, expressly agree and state that the purchase of this policy of insurance by the Insured and the listing of the City of West Branch as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and the Additional insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."

## 2010 GOAL SETTING SESSION RESULTS

1. Consolidate City offices (19 votes)
2. Provide raises for employees in FY 11 & 12 (17 votes)
3. New lift station (15 votes)
4. Continue I&I work (15 votes)
5. Plan for Park and Rec building – Cookson. (15 votes )
6. Look at consolidating cleaning services ( 10 votes)
7. Adopt a PTO plan. Comp to be used as time off only. (9 votes)
8. Contract with independent financial advisor. (7 votes)
9. Have a teen program for summer (7 votes)
10. Library expansion (7 votes)
11. Acciona to build wind turbine to power City buildings. &/or whole town. (7 votes)
12. Make administrative assistant full time position. (6 votes)
13. Develop comp plan and CIP plan (6 votes)
14. Update resolution and ordinance books (6 votes)
15. Sidewalk plan - repair current sidewalks. Build new sidewalks. (4 votes)
16. Growing population. Need more police officers. (4 votes)
17. Repaint water tower (3 votes)
18. Annex the interstate (3 votes)
19. Conduct an annexation study. (1 vote)
20. Increase revenue for the City (1 vote)

## 2011 GOAL SETTING SESSION RESULTS

1. Offer for sale the Cookson Center Property and plan for future community center site acquisition and/or purchase. (10 votes)
2. Parking on Main Street between Parkside Dr and Second Street. (9 votes)
3. Creek clean up. (8 votes)
4. Create stormwater utility. (7 votes)
5. Adopt plan for park space (Wapsi View Trailer Court) based on recommendations from the Park & Rec Commission. (7 votes)
6. Continue I&I work (7 votes)
7. Develop comp plan and CIP plan. (7 votes)
8. Adopt financial and purchasing policies including spending limits and debt limits. (7 votes)
9. Increase funding for Hoover's Hometown Days, including band for fireworks and larger fireworks display. (6 votes)
10. Make repairs to wastewater infrastructure identified in I & I Study. (6 votes)
11. New lift station (6 votes)
12. Provide raises for employees in FY 11 & 12 (6 votes)
13. Update resolution and ordinance books (5 votes)
14. Clear site of Wapsi View Trailer Court and plant grass. (4 votes)
15. Continue second year of funding of the three-year plan to bring up salaries at Library. (4 votes)
16. Work with School District to increase safety of children going to and from the elementary/middle school complex. (4 votes)
17. Increase partnership and level of support for West Branch Main Street. (4 votes)

Shaded numbers above note items that share the same vote amounts.

## Goal Setting Session Analysis

Staff is recommending the removal of four items (Goals No. 2, 9, 14, and 17) because they have been completed.

There is one item (Goal No. 4) that was not addressed in the last year that staff recommends pursuing in the upcoming year.

The other twelve items are ongoing and staff recommends these items be considered as goals for next year as well.

Staff also recommends consideration of the following items:

- 1) PTO (Paid Time Off) Plan
- 2) Work with the Animal Control Commission and local community organizations to construct a dog park
- 3) Two pedestrian bridges across the Wapsi Creek (WB Village to Hoover Trail and Beranek Park to the proposed dog park)
- 4) Acquire automated water meter reading equipment
- 5) Acquire system that would allow the city to accept credit and debit cards for utility payments, registration fees, animal registrations, permit fees and fines.
- 6) Repave existing parking and expand parking area at Beranek Park.
- 7) Update City's Zoning Map
- 8) Town Hall Project to provide an accessible ramp entrance

**NOTICE OF APPLICABILITY OF TRAFFIC LAWS AND AUTHORITY TO ENFORCE**

FROM: Troy C. Hames III (Private Real Property Owner)

TO: Mike Horihan (City Clerk, Chief of Police or County Sheriff, and County Recorder)

I, Troy C. Hames III (owner of real property), am the owner of real property located at West Branch Mobile Home Village, and legally described as follows:

This notice is given pursuant to Iowa Code Section 321.251 (2) and is intended to serve as notice to the above-named parties and the public that I hereby desire the traffic laws and ordinances applicable to West Branch (City), Cedar (County), Iowa, to extend to the above-described real property and any persons or entities located thereon. I further desire and expressly grant any peace officer of said city and county authority to enter upon my property and enforce the said laws and ordinances against any persons or entities located thereon, as well as any private regulations imposed pursuant to Iowa Code 321.251 (1) which may be more restrictive than the laws imposed by the state, county or municipality. This notice should be deemed in effect as of 12 a.m. / p.m. on the 1st day of October, 2012.

This Notice will remain in force unless expressly withdrawn in writing. If written notice of withdrawal is provided, the grant of authority contained herein shall not expire until fourteen (14) days after filing of the notice of withdrawal with the City Clerk and Chief of Police of any city in which the property is located in whole or part, and the county Sheriff and Recorder of any county in which the property is located in whole or part.

Dated this 21 day of August, 2012.

By: Troy C. Hames III  
Private Real Property Owner

STATE OF Iowa )  
 ) SS:  
COUNTY OF Cedar )

On this 21st day of August, 2012, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Troy C. Hames, to me personally known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he (she) executed the same as his (her) voluntary act and deed.

Carrie Hourigan  
Notary Public in and for said County and State

